Which Sum Deducting the Twenty Six Pagodas [illegible] this defendant had
paid to the Transferrer and the remainder Forty seven Pagodas
with the Interest on the half of the Principal Sum this defendant Promised and
Agreed to pay the same as soon as this defendant could get in the Money from the
Person to whom this defendant had Sold the said Furniture Notwithstanding
Which the said Tombo Chitty Forcibly Seized a Godown full of Goods belonging
to this defendant Wherein the Transferrer Met with Two Cadjan Bonds & Bill
of Sale of this defendants house Which said Bill the said Tombo Chitty
Presumed to say that the defendant had Mortgaged With him Ten days
after the said Tombo Chitty Seized the said Godown he sent for this defendant
and Kept him Three days Starving and made him Sign another Bond Which
said Bond is now before this Honorable Court and four days after Which the said
Tombo Chitty sent Two Peons and a Chitty fellow and Seized the other four Godowns
Which altogether Makes five Godowns Wherein were Kept Several Jewells,
Brass ware and Several other Goods &c as will more fully and at Large Appear by
a List Marked B hereunto annexed for the Inspection of this Honble Court

This defendant Saith that after the Siege of this Place
this Defendant had often Requested and Demanded his Reasonable and Lawfull
Proport from the Transferrer but he Always Refused Giving the defendant any
Manner of Satisfaction for the same

All which Matters and things this defendant is Ready
to Aver Maintain and Prove as this Honble Court Shall direct and humbly prays
as in and by his said Answer he hath Already Prayed

Sirchdale Palmer

Attorney for the Defendant

A

1779

D.r Ramaswar Tellasinga Chetty in Account Current with Ramen Vencatasha Cr.

To Tommarick		Pa. 10	f. 16	46	By Cash Advanced by You for purchasing Tommarick	Pa. 92	f. 16	46
To Lossed Bill		4	1	.				
To Tamarind &c.a		.	25	25	By Ballance Due from You this Day	714	14	79
To Cash paid his Concopdy		1	.	.				
To Sundry Jewels and Goods which were Seized by him in five Godowns as p.r List marked B.		1806	24	79				
	Pagodas	1816	24	79		Pagodas	1816	24 79

For Ff George

Errors Excepted

Ff [illegible]

B

A List of Sundry Jewels &c. which were kept in five Godowns belonging to Rama Vencatasha All which Were Seized by Timboo Chetty &c.a

Gold Jewels amounting to		Pa. 147	f. 28			
Silver Ditto Ditto		132	21	.		
Brass Pitts &c.a Ditto		149	10	29	724	10 34
Tommarick	C.t M. 2 13 22 1/2	50	.	.		
Soap	18 16 6 1/2	110	36	.		
Candles	17 12 1/2	87	21	60		
Pepper	16 . 10 1/2	170	28	50		
Gabbiramboo	1 3 9	32	28	70		
Needles	120.000	55	.	.		
Combs	1200	7	26	.		
Rolls of Silk	9	15	22	10		
Grain		40	.	.		
Sundry Things		166	20	32	107	14 10
					Pagodas 1	1816 24 79

A

1779

D.r Ramaswar Tellasinga Chetty in Account Current with Ramen Vencatasha Cr.

To Tommarick		Pa. 10	f. 16	46	By Cash Advanced by You for purchasing Tommarick	Pa. 92	f. 16	46
To Lossed Bill		4	1	.				
To Tamarind &c.a		.	25	25	By Ballance Due from You this Day	714	14	79
To Cash paid his Concopdy		1	.	.				
To Sundry Jewels and Goods which were Seized by him in five Godowns as p.r List marked B.		1806	24	79				
	Pagodas	1816	24	79		Pagodas	1816	24 79

For Ff George

Errors Excepted

Ff [illegible]

B

A List of Sundry Jewels &c. which were kept in five Godowns belonging to Rama Vencatasha All which Were Seized by Timboo Chetty &c.a

Gold Jewels amounting to		Pa. 147	f. 28			
Silver Ditto Ditto		132	21	.		
Brass Pitts &c.a Ditto		149	10	29	724	10 34
Tommarick	C.t M. 2 13 22 1/2	50	.	.		
Soap	18 16 6 1/2	110	36	.		
Candles	17 12 1/2	87	21	60		
Pepper	16 . 10 1/2	170	28	50		
Gabbiramboo	1 3 9	32	28	70		
Needles	120.000	55	.	.		
Combs	1200	7	26	.		
Rolls of Silk	9	15	22	10		
Grain		40	.	.		
Sundry Things		166	20	32	107	14 10
					Pagodas 1	1816 24 79

A

1779

D.r Ramaswar Tellasinga Chetty in Account Current with Ramen Vencatasha Cr.

To Tommarick		Pa. 10	f. 16	46	By Cash Advanced by You for purchasing Tommarick	Pa. 92	f. 16	46
To Lossed Bill		4	1	.				
To Tamarind &c.a		.	25	25	By Ballance Due from You this Day	714	14	79
To Cash paid his Concopdy		1	.	.				
To Sundry Jewels and Goods which were Seized by him in five Godowns as p.r List marked B.		1806	24	79				
	Pagodas	1816	24	79		Pagodas	1816	24 79

For Ff George

Errors Excepted

Ff [illegible]

B

A List of Sundry Jewels &c. which were kept in five Godowns belonging to Rama Vencatasha All which Were Seized by Timboo Chetty &c.a

Gold Jewels amounting to		Pa. 147	f. 28			
Silver Ditto Ditto		132	21	.		
Brass Pitts &c.a Ditto		149	10	29	724	10 34
Tommarick	C.t M. 2 13 22 1/2	50	.	.		
Soap	18 16 6 1/2	110	36	.		
Candles	17 12 1/2	87	21	60		
Pepper	16 . 10 1/2	170	28	50		
Gabbiramboo	1 3 9	32	28	70		
Needles	120.000	55	.	.		
Combs	1200	7	26	.		
Rolls of Silk	9	15	22	10		
Grain		40	.	.		
Sundry Things		166	20	32	107	14 10
					Pagodas 1	1816 24 79

A

279

D.r Ramaswar Tellasinga Chetty on Account Current with the Hamon Venkatasha &c.a

To Terminock		10	16	4½	By Cash Advanced by Your for purchasing Terminock	10	16 4½
To Sensud Bill		4	-	-	By Ballance Due from You this Day	1806	24 79
To Tamarind &c.a		-	25	25			
To Cash paid his Comcopley		1	-	-			
To Sundry Jewels and Goods &c.a which were Seged by him in five Godowns as p.r List marked B.		1806	24	79			
	Pagodas	1816	24	79	Pagodas	1816	24 79

Fort St. George
Errors Excepted
E & O E

B

A List of Sundry Jewels &c.a which were kept in five Godowns belonging to Hama Venkatasha all which Were Seged by Timboo Chetty &c.a

Gold Jewels amounting to				147	28	-
Silver Ditto Ditto				132	28	-
Brass Pots &c.a Ditto				149	10	29
				429	06	29
To Terminock	C.t M.d P. 5	13	22½	50	-	-
Soap	13	16	6½	110	26	-
Candles	1	17	12½	37	26	50
Pepper	16	-	18½	474	28	50
Gallnuts &c.a	1	2	9	72	28	70
Needles	120,000			55	-	-
Comb	1200			7	26	-
Bale of Silk	3	-	-	15	02	18
Cloath				40	-	-
Sundry things				166	30	52
				1076	14	40
	Pagodas			1806	24	79

D

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the Part and Behalf of Hendrick Smith of Madrass Merchant in a certain Cause wherein the said Hendrick Smith is Complainant and Thaumen Vencatasha of Madras aforesaid Merchant is Defendant

To all the Witnesses ... Do you know the parties Complainant and Defendant in this Cause and Transferrer Ranganar Tellenga Chitty or Either and which of them Declare

To Seramma Chitty Paulamen Chuntumane Chitty and Carvah Pilla ... Do you know or do you not know this Cadjan Writing or Obligation now Shewen unto you If Yea were you or were you not present at the time the same was drawen and was the same or was it not duely Executed by the Defendant are you or are you not Witnesses thereto. If Yea did or did not the Defendant then Voluntarily Deliver the said Obligation or Cadjan Writing unto the Transferrer as his Act and deed for the Use therein Mentioned the Whole you know touching this Matter to the Best of your knowledge and Belief. Particularly Declare

To Seramma Chitty ... Do you know or do you not know wither the Defendant at any Time came to the House of the Transferrer If Yea can you Recollect at what time did or did not the Defendant desire the Transferrer to Advance him money to Purchase Turmarick? If Yea was it or was it not then agreed the Profit on Sale of the said Turmarick Should be Equally Shared between them and the said Turmarick kept in the Godown of the Defendant? Do you know or can you say wither the Transferrer did or did not some time after demand of the Defendant the Produce on the Sale of the said Turmarick? If Yea did or did not the Defendant in your Presence and hearing declare the Turmarick was not disposed of when it was he would pay the Transferrer do you know or can you say the Space of time it was the Transferrer made his demand of the defendant for the Amount of the Sales of the said Turmarick If Yea did or did not the Transferrer at the Expiration thereof in your Presence and hearing desire the Defendant to Shew him the Turmarick did or did not the Defendant at that time declare The Turmarick was Sold and he had purchased a House with the Money and Would be Answerable for the Amount to the Transferrer? did or did not the Defendant at the same time desire the Transferrer to Advance him a certain sum of Money If Yea what Sum to Redeem his House Bill of Sale which was mortgaged which House Bill he would deposit in the hands of the Transferrer as Part of Security for his Debt did you or did you not in Company with the Transferrer and Defendant goe

and

Madras Court of Admiralty

Between Hendrick Smith by transfer of Rangma Tellinga Chitty Complainant and Shaennen Venkatasha Defendant

Deposition of Witness taken in this Cause, by and before the Examiner in this Court as followeth —

Seeramma Chitty of Madras Merchant aged 52 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, on the 25th day of November 1763 shown at the Office of Mr Archdale Palmer Attorney for the Defendant by Comanah, who left a Note of the name Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined, deposeth as followeth —

To the first Interrogatory this Deponent saith, he has known the Complainant 11 Months, the Defendant 20 Years, and the Transferrer 20 Years or thereabouts —

To the Second Interrogatory this Deponent saith, he does know the Cadjan Writing or Obligation, now shewn to him, and was present at the time the same was drawn and which was duely executed by the Defendant and to which He this Deponent was a Witness likewise that the Defendant did then voluntarily deliver the said Obligation or Cadjan writing unto the Transferrer as his Act and Deed for the Use therein mentioned and more this Deponent saith not to this Interrogatory —

To the Third Interrogatory this Deponent saith, that the Defendant came to the House of the Transferrer eight Years ago or thereabouts and requested the Transferrer to advance him money to buy Sarmerick at which time it was Agreed the Profit on the sale of the said Sarmerick should be equally shared between the Transferrer and the Defendant, and that the said Sarmerick should be kept in the Godown of the Defendant this Deponent moreover deposeth that the Transferrer did some time after demand from the Defendant the produce on the sales of the said Sarmerick, when the Defendant did on this Deponents presence and hearing declare the Sarmerick was not disposed of, when it was he would pay the Transferrer several times afterwards the Transferrer sent to the Defendant to know whether the Sarmerick was sold, the Defendant answered in the Negative about one year and a half time elapsing the Transferrer as the expiration thereof went to the Defendants house and did there in this Deponents presence and hearing desire the Defendant to

are those Articles or either and which of them did or did not you call on
the Defendant If Yea at what time or time to demand the money due to
the Transferrer did or did not you some time before the Siege and what
time can you Recollect goe to the House of the Defendant If Yea did or
Do not you find the Room to the doors of the Defendants Godown Lowe
on your Enquery did or did not the defendant Acquaint you that the
Children had cast of the Ropes did or did not you desire the Defendant
to Mortgage his House to some other Person in Order to discharge his
Debt due to the Transferrer the whole you know touching the Premises
to the Best of your Knowledge and Belief Particularly Declare—

Interrogatories on the Transferrer's } 5th Did you or did you not by order of the Transferrer and your master
at Sundry time demand of the Defendant the Debt due to the Transferrer
If Yea what answer did the Defendant make you? did you or did you not
in Company with Cavea Pullah goe to the House of the Defendant did
or did not the Defendant at that time say there was Needles, Soap
Combs long Pepper in one of his Godowns? If Yea did you see those Articles
or Either of them? did or did not the Defendant at that time Lock up
some of his Godowns and make fast the others with Locks and deliver
you the Keys of the Godown to be given to the Transferrer did you or did you
not goe for the Defendant to come to the Transferrer did you or did you not when
the Defendant was at your Masters House see the defendant Execute a Cadjan
writing or Obligation If Yea did or did not the defendant sign the same
Voluntarely and is this the same Cadjan writing or Obligation now Shewn
you with his free Consent was you or was you not Informed by a Person who
formerly was a Servant to the Transferrer He was offerd Money for his sons
Bidding by the Defendant to give False Testimony on this Cause the whole
you Know on this matter to the Best of your Knowledge and Belief
Particularly Declare—

To all the Witnesses 6th Do you know or can you say any other matter or things
material for the Complainant on this Cause If so Set forth the same
as you know have been Informed or do believe with the Reason of such
Your knowledge and Belief—

William Bishop
Attorney for the Complainant

Per Cannen Chenthromane Chitty of Madras Merchant Aged 54 Years or
thereabouts being produced as a Witness on this Cause on the part of the Com-
plainant was on the 24 day of December 1762 shewn at the Office of Mr Archdale
Palmer Attorney for the Defendant by Comapah who left a Note of the same
Title and Place of abode of the said Deponent and afterwards on the same
day being sworn and examined deposeth as followeth
1st To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant but that he has known the Defendant 15 Years and the Trans-
ferrer 30 Years or thereabouts
2d To the second Interrogatory this Deponent saith he does know the Cadjan
writing a Obligation now shewn him, which said Writing was drawn
out at the Transferrers House and was brought by the Transferrer
Concoply and the Defendant to this Deponents House, for this Deponent
to witness who after reading the Contents asked the Defendant whether
he should sign as a Witness the Defendant made answer yes then Deponent
signed accordingly and saith he is not acquainted with any thing more
relating to this Cause

Richard Sathom

Examined

Mayors Court at Madraspatnam

Between Hendrick Smith by Transfer of Rangama Tellanga Chitty Com-
plainant and Kaumen Venatasha Defendant

Depositions of Witnesses taken in this cause by and before the
Examiner in this Court as followeth

Canneah Pulla of Madras Concoply Aged 18 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on
the 24th day of November 1762 shewn at the Office of Mr Archdale Palmer
Attorney for the Defendant by Comapah who left a Note of the name
Title and Place of abode of the said Deponent and afterwards on the same
day being sworn and examined deposeth as followeth,
1st To the first Interrogatory this Deponent saith he is not acquainted with
the Complainant but that he has known the Defendant 20 years and the
Transferrer 30 Years or thereabouts
2d To the second Interrogatory this Deponent saith he does know the

Cadjan

Peon with the Defendant to the said Goods, the Defendant at that time Showed to the said Peon and this Deponent three Godowns in one of which Godowns was a Large long Chopper, and another Lock, the keys of which Godowns the Defendant delivered to this Deponent, on the third Godown was combs and Needles, the door of which Godown was tied with a Rope, after which the Defendant returned again to the Transferrers house and gave the aforementioned Cadjan Writing to the Transferrer, at the expiration of the time limited therein for the Defendants paying the Transferrer the Transferrer sent this Deponent and a Peon several times before the Siege to the Defendants for to demand payment, one time on this Deponents going the Godown door that had been fastened with a Lock was open upon this Deponents enquiry how it came to be so the Defendant said the Children have opened it this Deponent then tied it fast again; further this Deponent deposeth that he did desire the Defendant to mortgage his House to some other Person in order to discharge his debt due to the Transferrer the Defendant said no, I will pay the money, and more this Deponent saith not to this or to the last Interrogatory.

Richard Latham

Examined

Mayors Court at Madrasapatnam

Between Hendrick Smith by Transferr Rangama Telenga Complainant and Hanmen Venkatachal Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner of this Court as follows Viz.

Tyragapa of Madras Peon Aged 30 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 25th day of November 1763 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Conapah who left a Note of the name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth Viz.

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant, but that he has known the Defendant 6 or 7 Years and the Transferrer 20 Years or thereabouts.

To the fifth Interrogatory this Deponent saith the Transferrer

pays

Cadjan Writing, or Obligation now shewn to him, which Cadjan Writing was drawn out of this deponent, and was duly executed by the Defendant, this Deponent is also a subscribing Witness thereto, and deposeth that the same was delivered voluntarily by the Defendant unto the Transferrer as his Act and Deed, for the use therein mentioned, and more this Deponent saith not to this Interrogatory.

To the 4th Interrogatory this Deponent saith that he heard from the Defendant, that the Transferrer had advanced some Seventy three Pagodas and old fanams, three or four Years before the last Siege of this Place for to buy Turmerick, which Turmerick the Defendant sold them he had bought, and that the Transferrer was to enjoy equal shares with him the Defendant; on the profit of the Sales thereof, the said Turmerick also to this Deponents knowledge were lodged in the house of the Defendant, this Deponent did also some time after five, or six times, to the best of his memory call on the Defendant by order of the Transferrer his Master, to demand the money due from the Defendant to the Transferrer, at which times the Defendant made excuses to him, saying that he had not then sold the Turmerick, but had spoke to some People about it, one year or thereabouts afterwards the Transferrer again sent this Deponent to the Defendant to see the Turmerick, the Defendant then told this Deponent that he had sold the Turmerick, and would come with the Accounts to the Transferrer and settle with him, the Defendant accordingly upon the Transferrer, and Ballanced Accounts when there appeared to be a Remainder due from the Defendant to the Transferrer, of One hundred Pagodas excepting a few fanams, which Ballance the Transferrer then demanded payment from the Defendant; the Defendant made answer I am afraid to tell you, if you will be favourable to me and not angry I will disclose the Truth, the money I sold the Turmerick for, I have purchased a house with, as the House was very cheap, your Money if you will allow me time I will pay it in two payments, the Transferrer then demanded from the Defendant, the Bill of Sale of the House which he had purchased, the Defendant said it was Mortgaged for five Pagodas which Sum if the Transferrer would advance to him, he would redeem the said Bill, and deliver it to him, the Transferrer five Pagodas was accordingly advanced by the Transferrer, and the Defendant brought him the house bill of Sale the Transferrer then said to the Defendant you must give me some further Security, the Defendant said very well I have got some Soap, Needles, Combs, and damaged long Pepper, which I will Mortgage to you the Transferrer then sent this Deponent to the

Store

belonging to the Defendant being broke open If Yea when how long ago
on what particular Account who broke open the same or by whose Orders
was the same broke open Do you know or do you not know of any Goods or
Merchandize being in the Defendants Godowns at this time If Yea what sort
or Species of Goods were they and what quantity of Each sort or Specie and
to what value and what became of such Goods after the said Godowns were
Broke open or opned where was such Godowns Situated and how many
Godowns were they Do you know or do you not know of any Papers or
Cadjans being destroyed in the said Godowns If Yea what paper Cadjans
were they and by whom and when were they so destroyed And how
came you to be acquainted with these several Transactions The whole at
large particularly declare—

To Cagapah Vllachy Chitty

2 Do you know or Do you not know of any Ill treatment the Defendant
has at any time met with from any one If Yea by whom did he meet with
such Ill treatment what was such Ill treatment when or how long ago
and on what account was the Defendant so Ill treated Do you know
or informed of any force or Compulsion being made use of with the Defendant
to sign any Paper or Cadjans If Yea when who made use of such force or
Compulsion what was such force or Compulsion or in what manner was it
so used And what was such Papers or Cadjans the Defendant was so Compelled
to sign And how came you by such Knowledge The whole together with the
reasons for such your Knowledge particularly declare—

Cangaly Tedemanicken Vlmanda Chitty Cagapah

3d Do you know or do you not know of any Message or proposals being
sent to any person Concerned in this Cause If Yea when by whom and
to whom was such Message or proposals sent what was the Substance thereof
and what was the Answer returned to such proposals or Message The whole
with the reasons of such your Knowledge declare—

Lastly Do you know or can you say any other matter or thing material
for the Defendant in this Cause If Yea set forth the same as you know have
heard or do believe together with reasons of such your Knowledge or belief—

All the Interrogatories

Archdale Palmer
Attorney for the Defendant

sent him several times to the Defendant to demand from him his debt due to the Transferrer, but the Defendant put off payment from time to time saying that he would pay the next day, the Transferrer then sent this Deponent to fetch the Defendant, upon the Defendants arrival at the Transferrers house the Transferrer asked him for his money the Defendant said he could not pay him then, but required a further time, the Defendant did then whilst he was at the Transferrers house in this Deponents presence sign a Cadjan Writing or Obligation voluntarily and with free consent, but as this Deponent knows not how to read or write, he cannot say whether the Cadjan Writing now shewn to him is the same or no, One Month after the Defendants signing the aforesaid Cadjan, one Jetty a Peon, Canicah Pulla, Nina Chitty and this Deponent together with the Defendant went by the Transferrers order to the Defendants House, and took along with them four Keys to lock up the Defendants Godowns, in two of which this Deponent saw some long Pepper, Root, Turmerick, and some Gunny Bages, having locked up the four Godown doors, they carried the Keys back again to the Transferrer, this Deponent likewise further deposeth, that Jetty the aforesaid Peon told him, the Defendant promised to give him some thing for his done wedding, if he would tell the truth upon oath in this Cause, and more this Deponent saith not to this, or to the last Interrogatory—

The mark of N Tyagapah

Richard Lathom
Examiner

Interrogatories to be administered to such Witnesses as shall be produced sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein Hendrick Smith of Madras Inhabitant is Complainant and Thaumen Vencatasha of the same place Merchant is Defendant—

To all the Witnesses } Imprimis— Do you know the parties Complainant and Defendant in this Cause or either of them If yea how long have you so known them or either and which of them Declare

Tagapah Jetley Canniapulley } 2d— Do you know or do you not know or are you informed of any Goods

belonging

which they returned back the Defendant accompanying them lamenting and Lamenting his distressed situation, this Deponent then delivered up the keys of the said Godowns to the Transferrer. Further this Deponent addeth that about one year ago having quitted the Transferrer service the Transferrer sent for him and asked him where he lived with he made answer that he had no Place, but worked as a Coolay upon which the Transferrer told him that he would again take him into his service, and so he him, after he had Suit with Haumen Concalsha that was determined, when called upon as a Witness he would speak the truth, so far as he knew any thing about it, this Deponent said very well, and further addeth not to this the third fourth and last Interrogatory.

Richard Lathom

Examiner

his mark ✕ Eagapiah

Mayors Court at Madrispatnam

Between Hendrick Smith Complainant and Haumen Concalsha Defendant

Deposition of Witness on this Cause, by and before the Examiner in the Court, as followeth

Gully of Madras Peon, Aged 25 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant, was on the 4th day of February 1764 shown at the Office of Mr. William Bishop Attorney for the Complainant by Comapah who left a Note of the Name Title and Place of abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 20 years or thereabouts

To the second Interrogatory this Deponent saith, about two years before the besieging of this Place by Mr. Lally, he was in the service of Ponjamanan Tellasinga Gully and Tomby Chetty, two Brothers, of which home the Defendant was indebted to them. This Deponent also deposeth that he was sent by his Masters to the Defendants for to demand from him the payment of the said debt and that the Defendant always deferred it from day to day, till at long the Ponjamana Tellasinga Chetty and Tomby Chetty sent their Concepts, by name Cauvere Pella, along with this Defendants house, to see if the Defendant had any Goods or Merchandize

there

Rgo

Mayor's Court Madrasapatnam

Brown Hendrich Smith Complainant
and Kaumen Concatasha Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner of this Court as followeth—

Cagapah of Madras Peon Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 4th day of February 1764 sworn at the Office of Mr William Bishop Attorney for the Complainant by Conapa, who left a Note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth—

To the first Interrogatory this Deponent saith, he is not acquainted with the Complainant, but that he has known the Defendant 10 Years or thereabouts

To the second Interrogatory this Deponent saith, that about six Months before the besieging of this Place by Mr Lally he was sent to the Transferrer Rangamaran Tellasing Chitty, at which time he was sent by his Master together with Cawmia Pulley his Conicoply to the Defendants house to demand the Payment of some Money that was due from the Defendant to the Transferrer the Defendant put it off from day to day, upon which the Transferrer then ordered this Deponent to keep the Defendant under his custody till he should pay the money, this Deponent accordingly kept the Defendant confined at whom two or three days and about the same time at the Transferrers house, during the Defendants confinement at the Transferrers one day coming he told this Deponent, that the Transferrer had struck him a blow with his foot upon the face, which had made a little blood come out of his lip, or refusing to sign an obligation which he had then in his hand not knowing the Contents, by which means he had been compelled to write his own name to it. This Deponent then saith that the Defendant went to Chintamana Chitty an opponent house to the Transferrers and shewed him the above said Obligation, and that Chintamana Chitty after reading the Obligation, asked the Defendant whether it was agreeable to him, he should sign as a Witness, the Defendant said yes upon Chintamana Chitty signing the Defendant brought the Obligation and delivered it to the Transferrer. Three or four days afterwards the Transferrer sent this Deponent, Cawmia Pulley, and Nina Chitty, with four Locks, to the Defendants house, and gave them orders to lock up therewith the Defendants Godowns, four of which they accordingly locked up, where in they saw some China Root, and Long Pepper Root, put up in Gunny bags,

after

Merchandize there, with order if he should have to bring such Goods or Merchandize along with them, as a Security for the Defendants debt, Cauvere Pilla and this Deponent accordingly went to the Defendants house and finding a key in the lock upon one of the doors of the Defendants Godowns, which they entered into and there found some Goods made up in gunny bags, and one little box unlocked the key at the same time in the lock of the said box, which they opened, and found therein some Cadjan Writings and the Defendants house Bill of sale and two Cadjan Writings the Contents of which this Deponent cannot say they took out and shut the box afterwards went out of the Godowns locked the door and took the key with them, which with the Bill of sale and the two said Cadjan Writings they went and delivered up to their Master a few days after this happened Rangamaran Tellasinga Chitty and Tomby Chitty sent another of their Peons, by name Cagapah, with orders to fetch the Defendant to them, which Cagapah did his Masters then kept the Defendant confined in their own house five or six days, only sending him home in the Evenings to eat his victuals, and pass the nights there, and had him brought again in the morning to them, this Deponent moreover declareth that every day whilst the Defendant was in his masters house, his Masters had the Defendant brought before them to get him to sign an Obligation which the Defendant refused, being unacquainted with the contents, which he desired to see alledging that it was unreasonable to request of him to sign a Writing before he knew what that Writing was, Rangamaran Tellasinga Chitty, and Tomby Chitty then told the Defendant if he would not sign the Obligation they would not let him go home, but should keep him always confined at their house, one day on the Defendants continued perseverance not to sign Tomby Chitty gave the Defendant a blow on the face with his hand which hurt the Defendant so much as to cause a little blood to come out of his eye the Defendant then upon compulsion signed the obligation unknown of him without being previously acquainted with the the engagement contained therein ten days after the Defendants signing the aforesaid Obligation Rangamaran Tellasinga Chitty and Tomby Chitty sent Cagapah Cauvere Pilla Nina Chitty, and this Deponent, with four Paddocks to put upon the Defendants Godowns, wherein were any sort of Goods they accordingly went to the Defendants house and locked up four of the Godowns wherein were Goods made up in Gunny bags but what sort of Goods or what quantity this Deponent cannot say, after locking up the Godowns at the doing whereof the Defendant came, they all returned back again to the Defendants Coringanyang there, at which

time

time Cagapah delivered up the four keys to Timby Chilly this Deponent then went home and what happened afterwards he cannot say and more addeth not to this or to the last Interrogatory—

The marke of Gelay

Richard Latham
Examiner

Mayors Court at Madrasapatnam

Between Hendrick Smith Complainant and Kaumin Becala the Defendant—

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth—

Canemea Pulley of Madras Conicoply Aged 47 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 4th day of February 1764 sworn at the Office of Mr William Bishop Attorney for the Complainant by Comacapah who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

To the first Interrogatory this Deponent saith he lived as Conicoply with the Transferrer Rangamaran Tellasinga Chilly about two or three years before the besieging of this Place by Mr Lally at which time the Defendant was indebted to the Transferrer on account of some Turmerick this Deponent also deposeth that he was sent by the Transferrer to demand from the Defendant the Payment of the said debt and that the Defendant told him he had not then sold the Turmerick upon which this Deponent sometime after again went by the Transferrers order to demand from the Defendant to see the said Turmerick when the Defendant acquainted him the Turmerick was at that time disposed of this Deponent then took the Defendant with him to the Transferrer to settle the Account from which after an adjustment made there remained a Ballance due from the Defendant to the Transferrer which Ballance the Transferrer requested the discharging of the Defendant told him a house having been to be Sold very cheap he had purchased it with the money for which he had disposed of the Turmerick the Transferrer said you must then give me a Security for the Money the Defendant replyed that his house bill of Sale was Mortgaged for five Pagodas if you will advance me that Sum I will redeem it and deliver it up to you as a security for your money the Transferrer

accordingly

the 11th day of February 1761 shewn at the Office of Mr William Bishop Attorney for the Complainant by Conaya who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth—

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant, but that he has known the Defendant 40 Years or thereabouts

To the fourth Interrogatory this Deponent saith that some time before the Seigeing of this Place by Mr Lally, he was sent to one Ramberpermal Chitty at which time the Defendant having brought some Soap from his Master this Deponent was sent to the Defendants House for to demand the Money where he deposeth that he saw on three or four of the Defendants godowns some Soap China Root and Long Pepper Root and that the Defendant not paying his demands he carries them to his Master with whom he left them and went away, and more this Deponent answereth not to this or to the last Interrogatory—

The mark of Conaya Tadenaya

Examiner

Court of Chepauk

Between Hendrick Smith Complainant Rammen Cercatasha Defendant

Deposition of Witnesses taken on this Cause by and before the Examiner in this Court as followeth—

Ramanda Chitty of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 4th day of February 1761 shewn at the Office of Mr William Bishop Attorney for the Complainant by Conapah who left a Note of the Name Title & Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth—

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 40 Years or thereabouts

To the fourth Interrogatory this Deponent saith that about seven or eight Months ago he went to Gopaul Ramadies house to sell some Cloth, where he saw Chitty sat that time Cam to the said Gopaul Ramadies house one Cavasmah Chitty talking together upon

accordingly gave the Defendant five Pagodas whereupon his house Bill of Sale which he gave up to the Transferer, the Transferer upon the receiving of it told the Defendant that would not be sufficient the Defendant said I have got some Goods at home, which I will give you further, on which the Transferer sent this Deponent and Gelly a Coni with some others persons, this Deponent does not remember together with the Defendant to his House, who there showed this Deponent and the other persons that were with him some Sago Wastes and Comts, after which the Defendant returned with them again to the Transferers at which time, the Defendant gave to the Transferer a Mortgage Obligation for one hundred Pagodas, or thereabouts, mortgaging thereon his house, the above said goods, and some Silver Joyaux, which said Mortgage Obligation the Defendant bound himself to discharge, to the best of this Deponents remembrance in one month at two payments, at the expiration of the limited time, the Defendant not discharging his Obligation the Transferer sent Cagapah and Gelly two of his Peons together with one Nina Chitty to the Defendants house to lock up what Goods they should find there, and about half an hour afterwards dispatched this Deponent after them, but before he could get to the Defendants house Cagapah Gelly, and Nina Chitty had locked up the Defendants Godowns wherein they told him were some bags of old Long pepper, this Deponent then saith, that he went away upon another business and that Cagapah, Gelly, and Nina Chitty, carried the keys of the Defendants Godowns to the Transferer, and further addeth not to this or to the last Interrogatory.

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Hendrick Smith Complainant and Narrien Venca Nasha Defendant

Deposition of Witnesses taken on the Cause, by and before the Examiner in this Court as followeth.

Vengady Vede Naigue of Madras Coan aged 50 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was

on

upon Seeramah Chitty's going away this Deponent asked Ge
he had been talking to him about Gelly said that Aunga
Chitty's had sent Seeramah Chitty with a message to him which
would not mention that he had locked up the Defendants Godow
promising for his silence to forgive him what money he owed
likewise told this Deponent that he had sent in answer to Ra
Tellasinga Chitty's message by Seeramah Chitty that being a
a family he must speak the truth and should do so to whatever the
please to ask of him and that instead of his owing him money
Tellasinga Chitty was on the contrary indebted to him for five or
wages. This Deponent also deposeth that some few days afterwar
came to his House and requested he would accompany him
house, where the Defendant desired Cagapah to speak what
been made to him on the part of Rangamaran Tellasinga Ch
then said that one day Cawmea Pulley Concoply to Rang
Tellasinga Chitty came to him and told him he would give
of Clothes two Pagodas and take him into Rangamaran Seca
service again, if he would say he had not locked up the Def
Four Godowns, to which proposals he had replyed to Cawmia Pulle
could not tell a lie as he was a man that had a family but should
the whole truth and more this Deponent saith not to this or to the
Interrogatory.

Richard Lathom

Examined

Read and filed
15 January 1765

To the Honble the Mayor
Court at Madras Patam

Humbly complaining Showeth unto this Honble Court
your Orator and Oratrix the Reverend Mr Brunning and Frances
Pueste of Madras Inhabitants and Sugnalia Smith Relict
and Administratrix to the Estate of Hendrick Smith deceased
same place Inhabitant Whereas the said Hendrick Smith
about the Twenty fifth day of January which was in the
One thousand Seven hundred and Sixty three file a Bill

in this Honble Court, for the Sum of One Hundred Pagodas, against Haumen Cencatasha of Madras Merchant and your Orator, and Oratrix further sheweth that the said Haumen Cencatasha did thereupon appear, and put in his Answer thereto, on or about the fifteenth day of March, which was in the Year of Our Lord, One thousand, Seven Hundred, and Sixty three, and to which the said Hendrick Smith made Replication, on or about the fourteenth day of June which was in the said Year of Our Lord, One thousand Seven hundred, and Sixty three and on or about the Nineteenth day of July in the said Year of Our Lord one thousand, Seven hundred and Sixty three the Defendant in like his Rejoinder, and on or about the Thirteenth day of September, which was in the said Year of Our Lord One thousand, Seven Hundred, and Sixty three, Issue Joined as also a Day to examine Witnesses and on or about the fifteenth day of May, which was in the Year of Our Lord One thousand Seven Hundred and Sixty four, Publication passed soon after which the Complainant, the said Hendrick Smith, Died, by Reason whereof the Suit abated.—

And Whereas the said Hendrick Smith the Complainant, dying, Administration to his Estate, has been granted in due form to your Orator, and Oratrix.—

To the end therefore that the said Haumen Cencatasha may Show cause, if He can, why the Proceedings in the said cause should not stand revived and be in the same plight and Condition as they were in at the time of the Decease of the said Hendrick Smith, and that the same may stand Accordingly revived, and to that end, may it please this Honble Court, to grant unto your Orator and Oratrix, a Summons to revive, to be directed to the said Haumen Cencatasha thereby commanding him, at a certain day, therein to be limited Personally to be, and appear before this Honble Court and there to Shew why the said between Hendrick Smith the former Complainant, and the said Haumen Cencatasha Defendant, should not be revived, and further to stand to and abide by such Order, direction, and Decree therein, as to this Honble Court shall seem Meet.—

Wm Cranwell.
Attorney for the Compt.

Fild 8th August
And 9th Dito 1763

To the Honorable the Mayor
Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court Your Orator Charles Todd late of Madras but now of Chinglepuet Captain of Foot in the Honorable Companys Service by his Attorney James Hay of Madras Merchant For that Whereas one Mahomed Agems of Chinglepuet aforesaid by his Obligation bearing date the twenty fifth day of July in the Year of our Lord one thousand seven hundred and sixty two became indebted unto your Orator in the Sum of Nine hundred Star Pagodas payable the twenty fifth day of November and the same Year Your Orator further shews that by several Payments he reduced the Sum of three hundred and fifty Pagodas so that there remains now due and owing unto your Orator the full and just Sum of five hundred and fifty Pagodas which after the rate of Eight Shillings for every Pagoda will amount to the Sum of two hundred and twenty Pounds of lawful money of Great Britain together with the Interest of the said Original Sum, As by a translate of the said Obligation hereunto annexed more fully appears.

And Whereas your Orator hath frequently and in an amicable manner demanded Payment of the said Sum so remaining together with the Interest thereof But now so it is and may it please this honorable Court the said Mahomed Agems refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays generall Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Mahomed Agems may upon his Corporal Oath true and perfect Answer make to all and Singular the matters and things herein before alledged and set forth as fully truly perfectually and effectually as if the same were here again repeated and interrogated and that the said Mahomed Agems may be decreed to pay unto your Orator the aforesaid Sum of five hundred and fifty Pagodas together with all Interest on the Principal and remainder as now is or may hereafter become due thereon also all Costs of this Suit.

May it please this Honorable Court to cause the said Mahomed Agems to be Summoned and required by the Sheriff of Fort Saint George and the Town of Madraspatnam and the district for belonging to the same personally to be and appear on this honorable

Court

2 90

Mayor's Court Madrasspatnam } Tuesday the 28th day
Anno Domini

Present

George Baker Esquire Mayor
John Dibonaire — Edward Raddon
Anthony Sadlier — Arthur Cuthbert
Aldermen

Mayors Court

Between Hendrick
Madras Merchant Complai
Haumen Benecadsha of the
Merchant Defendant

This Cause coming on to be heard and De
in the Presence of the Defendants and of the Attorneys on both
Reading the Complainants Bill with a translate of an Obliga
The Defendants Answer, The Replication with an Account Curren
The Rejoinder with an Account Current and List of Goods annex
Interrogatories and Depositions on the part of the Complainant
gatories and Depositions on the part of the Defendant, The Bill
On hearing the Pleadings made use of by the Attorneys and on
Consideration had thereon, It appearing to the Court that
plaintiff hath produced sufficient Proof of the due Execution
Obligation sued for and that the Defendant has not brought
Credence to invalidate the same This Court doth therefore than
Order and Decree and doth accordingly Order and Decree that
dant shall pay unto the Complainant the full and just Sum of
Hundred Pagodas Pagodas 100 — of the Amount of the Obligation
sued for together with such Interest as now is or shall hereafter
due thereon after the Rate of Eight \% Cent \% Annum until full
payment is made also all Cost of this Suit

Decr

Court at certain day and place to be by the Honorable Court therein to be
prefixed and appointed and there and thence to answer the Premises and
further to stand to and abide such Order and thereon as to the Honorable Court
shall seem Meet

Chas Bromley
Attorney for the Complainant

8th August 1763

Sworn to the day of Adjournm.
that the Defendant is about leaving
the Jurisdiction of the Court Let them
returnable immediately and Warrant of Arrest
issue John Debonaire
Mayor

July 25th 1762

I Mahomed Agems do hereby Acknowledge to have received
from Mr Ford Resident at Chinglepat the full Sum of Nine hundred Star
Pagodas after the rate of three per Cent per mensem and which will be due
the twenty fifth day of November 1762 Witness Ragah Perah Anoor
Chundamoadilly and drawn by Gungdaren and signed

Mahomed Agems

Above Translation as near as can be from the Original by
Conoraprah Sworn interpreter

Chas Bromley
Attorney for the Complainant

Read and filed
11th October 1763

The Answer of Mahomed Agems late of
Chinglepat but now of Madras Merchant the
Defendant to the Bill of Complaint of Charles
Todd late of Madras but now of Chinglepat
Captain of Foot in the Honourable Companys Service
by his Attorney James Hay of Madras Merchant
the Complainant

This Defendant now and all times hereafter saving
and

this Defendant Said Account Remains Unsettled by the said Vencatachellum to this Day——

This Defendant further Saith he humbly hopes for the Assistance of this Honourable Court and prays Leave to acquaint them that the Complainants demand Have a Strong Connection and is Blended with the Transactions and Accounts of the said Vencatachelum as Attorney for this Defendant therefore this Defendant prays this Honourable Court to Assist and Direct him as may Appear to them Agreable to Equity and Good Conscience

This Defendant further Saith not Many Days after the Complainant Arrived at Chengalpet on Charactor of Resident this Defendant there Residing at Carrangully that the said Vencatachellum by the Name of Sudasheo the Complainants Sent Seapoys to Carrangully who forcably Carryed this Defendant a Prisoner from thence to Chendlepet and Close Confined this Defendant there the Space of one Month and did not Allow to this Defendant a Proper Maintainance or Subsistance during that time and this Defendant Saith in the Course of this Defendant Confinement he Suffered many hard Ships and Suffered Much both in Body and Mind by his Unjust Confinement and the Small Appearance he had of a speedy Release from out of the Hands of the said Vencatachelum Whereupon the said Vencatachelum took the Advantage of this Defendant Extreme and Distress and with Menances and Threatnings demanded of this Defendant a release for the Accounts which Were unsettled as afore Recited and a Bond or Obligation for the Sum of Nine hundred Pagodas which the said Vencatachelum Pretended he Stood Indebted Unto him and this Defendant Saith he Absolutely Refused at that time to Comply to the Unjust Demand of the said Vencatachelum But this Defendant having no Prospect of being Released from his Confinement and his Health being Much Impaired thereby He this Defendant gave the said Vencatachelum a discharge for the said Unsettled Account and his Obligation for the said Sum of Nine hundred Pagodas whereupon this Defendant was Set at Liberty and Intended Immediately to Proceed to Madrass to Prosecute the Complaint but this Defendant was Prevented by the Nabob Commanding him to Attend where Remained about Six Months——

This Defendant further Saith he then Returned from Arcot to Carrangully where he did not Continue more then four Months Until the said Vencatachelum again Sent Seapoys who Confined this Defendant together with this Defendants two Sons in their Houses and Obliged this Defendant to pay on part of the said Calculated Bond for the said Sum of Nine hundred Pagodas as aforesaid the Sum of Four hundred

Pagodas

following Narration

This Defendant further Saith about Two Months after the Trustees had Raised their Siege Against Madrass as Hereabove is Mentioned to Madrass to Obtain the Leave of the Honourable the Governour and Council to Exercise the Occupation of a Farmer and this Defendant Saith on his being Admitted a Farmer the said Venkatachelum Acquainted this Defendant that his Master had Used his utmost Interest on the Part of the Complainant his Master had Used his utmost Interest with the Governour and Council and with Much Difficulty and Many Attendances had Obtained their Grant for this Defendants Cowle to be a Farmer and the said Venkatachelum Informed this Defendant that his Master Expected a Gratuity for his Interest therein This Defendant Saith he thereupon offered the said Venkatachelum Such Acknowledgement as he thought was Reasonable and to Charge the Same to this Defendants Account and the said Venkatachelum Agreed Thereto Said Sum of Two Hundred Pagodas was fully Recompence for his Masters Trouble Yet nevertheless the said Venkatachelum hath Wrongfully and Unjustly Debited this Defendant in the Sum of Three Hundred Pagodas

And this Defendant further Saith that when he was fully Authorized a Farmer of the Village Called Carringully for the Term and Space of Two Years that is to Say one Year by the Honourable Company and one other Year by Mahomed Ally Khan the Nabob during which Said Two Years the said Venkatachelum was Attorney for the Defendant and on Account of Money Received for the Use of this Defendant the said Venkatachelum was at the Expiration of the said Two Years and now Remains a Considerable Debtor unto this Defendant on the Ballance of Sundry Accounts and Transactions for and on Account of the Defendant Saith at the Expiration of the Said Two Years in which this Defendant Occupied and Cultivated as Farmer the Lands of the said Village called Carringully the said Venkatachelum became and Still Remains Indebted to this Defendant in the Sum of Ten Thousand Pagodas being Amount of the Monies at Sundry times Received by the Said Venkatachelum from the Renters or Tenants of the said Village

This Defendant further Saith he hath often Applyed to the said Venkatachelum to State and Adjust his Accounts for the Receipts and Disbursments during the Space of the said Two Years that he was Attorney to this Defendant

This Defendant further Saith notwithstanding his Solicitations and Earnest Requests to the said Venkatachelum to Render a Just and Honest Account the said Venkatachelum hath Evaded this Defendants Applications from Time to Time by Frivolous Excuses Whereby

This

Complaint already said he will justify maintain and prove to be good certain and sufficient in the Law to be answered unto in such manner as the same are therein & thereby set forth and declared and that the Defendants Answer is untrue and insufficient in the Law to be by this Repliant replied unto for divers manifest imperfections and Uncertainties therein contained the Benefit of Exception whereunto being now and at all times saved to this Repliant This Repliant for further Replication saith that with respect to that Assertion of the Defendant in his Answer to his denying being indebted to this Repliant and to the unjustifiable Extortion of the Said Security this Repliant saith and which he prays may be taken as part of this his Replication and which he will be ready to prove he the Said the following Narrative of a few particulars relative to the Defendant, that some Years ago an intimacy was grown up between this Repliant and one Captain Bannington since deceased with whom as this Repliant is informed the Defendant Mahomed Ayoon then lived or had some particular employ under him so far as to distinguish himself and attract the Notice of the said Captain Bannington and that some time before the decease of the said Captain Bannington he particularly recommended the Defendant to the Notice of this Repliant whom the Defendant in most earnest manner desired him this Repliant to do something for another for the Defendant that would turn out most to his Advantage and suitable to his Capacity in pursuance of his friends request this Repliant did his endeavour to do every thing that lay in his power to serve the Defendant not only Cloathed him but gave him money to buy himself Provisions and that on the Defendants Application to this Repliant for his interest as a Farmer or Renter of a Village to be admitted this Repliant made a point of asking several of his Friends to make use of what interest they had with the Governor and Council of Madrass to get him the Defendant admitted as a Farmer or renter in the Country and upon such his solicitations amongst his this Repliants friends they by their interest got him admitted pursuant to his the Defendants desire and this without any intention of interest or sort of gain for so doing whatsoever this piece of Service being only done in compliance with Captain Bannington request and to make good unto him this Repliant so promised to the aforesaid Gentleman and to the Defendant

And this Repliant saith that some time after the Defendant had been admitted to his Village he the Defendant sent a Letter or Note and Writing to his Dubash in the Month of February one thousand seven hundred and sixty two requesting the said Dubash to desire and prevail by any means on this Repliant to lend him two thousand Pagodas but this Repliant not then having so much by him could not comply with such entreaty but on the earnest and frequent solicitations of the Defendant himself

Pagodas by Jewels of Gold and Inserted and forcibly Demanded of this aforesaid Writer to deliver up all the Cadjans Account Depending Between this Defendant and the said Vencata Chelum to the Amount of Pagodas Five Thousand and which were Accordingly delivered by the Oppressive Means Made Use of by this Said Vencatachelum whereupon this Defendant was again Released

This Defendant further Saith some four Days after he was Set at Liberty he set out on his way to Madras and Delivered a Petition to the Honourable George Pigot Esq^r^ purporting the Cruel and Inhuman Barbarities Inflicted on this Defendant also the Compulsion made use of to Extorte from this Defendant a General Release to the said Vencatachelum of his Transactions for and on the Account and During the Time He was Attorney for this Defendant as also the Obligation for the Sum of Nine hundred Pagodas Extorted from this Defendant by the said Vencatachellum in Manner aforesaid

This Defendant Lastly Saith to the Best of his Knowledge and Belief that the Release and Obligation Extorted from this Defendant by the said Vencatachelum are not Witnessed by any Person or Persons whatsoever and this Defendant by good and Sufficient witnesses will in due time Prove Before this Honourable Court the Violent Measures and Oppressive Means Made use of by the said Vencatachelum to Obtain the said Bond of Nine hundred Pagodas now demanded of this Defendant by this Honourable Court by the Attorney of the Complainant

All which Matters and things this Defendant is Ready to aver Maintain Support and Prove as this Honourable Court shall Order and Decree and Humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf Most wrongfully Sustained

William Bishop
Attorney for the Defendant

Read and filed
15th November 1763

The Replication of Charles Tod Gentleman Complainant to the Answer of Mahomed Isaac Defendant

The said Replicant saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint

himself who came to Madras for that purpose to the Defendant the sum of Eleven hundred Pagodas as the Complaint to the Madras telling the Defendant at the same time that they were done by some further sum that being ordered to Chingleput as Commandant and on his coming there sent to the Defendant and requested the discharge of that Bond given by the Defendant to this Replicant as aforesaid he the Defendant came to this Replicant and brought the sum of five hundred Pagodas thereby reducing the original Sum to the Sum of nine hundred Pagodas at the same time this Replicant desired a fresh Bond for the said nine hundred Pagodas which the Defendant immediately gave in pursuance of several Peremptory Compulsory Measures were made use of by any Person whatever belonging to this Replicant, some time after the Defendant paid three hundred & fifty Pagodas on Account of the said Bond the Ballance thereremaining being the Sum of five hundred and fifty Pagodas.

And this Replicant also saith that with respect to the Usage that the Defendant or any other Person might have met with in the Country his House was always open and he this Replicant very ready to hear all Complaints and redress any grievance that was consistent with the Character that this Replicant therein acted in and as for any ill Usage of this Replicant or any other Person or any Measures made use of that were grievous by Virtue of his Command they could have Recourse to the Governor and Council for a speedy redress and Assistance And this Replicant further saith that at the time he was at Chingleput he informed the Defendant that by detaining his money so long he lost several considerable Advantages and Beneficial Purchases that were then offered Payment of the Ballance when on this the Defendants hands but the Defendant still stopped making as to Circumstances which induced this Replicant to leave the Defendant some but as the Defendant absconded from his Village that he accupied on Mount acquainting this Replicant or any other Person with his Motives for so doing and upon his the Defendant arrival at Madras this Replicant became acquainted with the intentions of the Defendants leaving the Jurisdiction of this Honorable Court but upon that Account the Defendant absconded this Replicant cannot set forth

And this Replicant further saith that by any matter or dispute that there may be between the Defendant and this Replicant in the Submissions Letter it is left to the Judgment of this Honorable Court whether this said matter ought to have been alleged in this Defendants answer as being a matter no ways relative to the

Court

2nd

This Defendants Answer is Certain True and Sufficient and the Same to be Replied unto and this Defendant further saith that the several Matters and Things set forth in the said Articles are in Many Respects Erroneous Untrue and Imperfect which this Defendant will Produce Sufficient Proof of and this Defendant saith as to and for his said Answer He hath already said and doth and will ever allow and Every Matter and Thing herein Contained to be true as the Same are therein Alledged and Expressed

William Fisher
Attorney for this Defendant

Interrogatories to be Exhibited to Witnesses to be Produced Sworn and Examined on an accustom Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam wherein Charles Todd by his Attorney James Hall is Complainant and Mahomed Agunna is Defendant on the Part and behalf of the Complt as follows

Interrogs

1st Whether do you know the Parties Complainant and Defendant in the Title of these Interrogatories above named or either and which of them Declare the Truth and your Knowledge therein

2d Did you see the Bonds or Writing Obligatory now Produced and shown to you at this the time of your Examination Signed Sealed and Delivered and by whom? and whether was your Name and the name or Names of the other Person or Persons set as Subscribing Witnesses thereto of your and their respective hand Writing and Whether was the money mentioned to be secured by the said Produced Bond or Writing Obligatory Paid and satisfied by whom and to whom and when and how or in what manner or how are you heard the said Defendant Acknowledge or declare any thing and what Concerning the money due on the Consideration for which the said Writing Obligatory was given Declare all you know or have been credibly informed and believe concerning the same or the reasons and Circumstances that induced you thereto

3d Do you know or did you ever hear of any fair made use of by the Complainant or his Servants to Compell the Defendant Gentleman to the above mentioned Writing Obligatory and do you remember to have ever seen the Complainant and the Defendant together if so you are what time and in what place and upon what occasion Declare all you know to the best of your knowledge remembrance and belief

Direct

Interrog. 4th Do you know of any other matters or things or have you heard or can you set forth any thing touching the Matters in question in this Cause that may tend to the Benefit and Advantage of the Complainant Charles Tod besides what you have been before Interrogated unto? Declare the same fully and at large as if you had been thereunto particularly Interrogated

Chas Brumley
Attorney for Complainant

Mayors Court at Madras

Between Charles Tod by his Attorney James Hay Complainant and Mahomed Ogems Defendant

Deposition of Witnesses taken in the this Cause before the Commissioners in this Court as followeth viz.

Hercalashiliam of Madras Dubash Aged 37 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 9th day of February 1761 sworn at the Office of Mr. William Bishop Attorney for the Defendant by Conapah who left a Note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth viz.

To the first Interrogatory this Deponent saith he has known the Complainant 11 Year and the Defendant 10 Years or thereabouts

To the second Interrogatory this Deponent saith he did see the Bond or Writing Obligatory, now produced and shewn to him signed, sealed and delivered by Mahomed Ogems, and Witnessed by Pelumaul and Pollanmer Soodamoodilly, whose names are mentioned on the back of the Writing according to the Custom used in the Country by the Person who drawed the Bond, which was Gundaren Comaply to the Defendant this Deponent moreover deposeth that the above said Bond or Writing Obligatory was given by the Defendant on Account of a former Ballance of a Bond which the Defendant had before given to the Complainant for Eleven hundred Pagodas paid to his Brother at Madras by the Complainant for the use of the Defendant, One thousand Pagodas on a Bill of Exchange from Pettachetty Pose on Sir Aguste at Bengal payable to the Defendant and One hundred Pagodas in ready money counted out by Gangapah to the Complainants Comaply Upon which Bond this Deponent saith four months afterwards the Complainant received Five hundred and Eighty Pagodas at Fanglepet Eighty Pagodas the Interest for that time on the Eleven hundred

more this Deponent deposeth not to this the Third and last Interrogatory

Richard Sathom
Examiner

Mayors Court
Madraspatnam

Between Charles Todd by his Attorney
Jamie Hay Complainant and Mahomed
Ayoms Defendant

Interrogatories of Witnesses taken in this Cause by and before the Examiner
on this Court as followeth viz.

Yeagapadi of Madras Conicoply Aged 34 Years or thereabouts being
produced as a Witness on this Cause on the part of the Complainant was on the
9th day of February 1764 sworn at the Office of Mr William Bishop
Attorney for the Defendant by Concapa who left a Mate of the name
title and Place of abode of the said Deponent and afterwards on the same
day being sworn and examined deposeth as followeth viz.

1st ..... To the first Interrogatory this Deponent saith he has known the Complain-
ant 2 Years and the Defendant 3 or 4 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith that the Defendants
Brother and the Defendants Conicoply Gundaren in the month of March
1761 or thereabouts came to the Complainant at Madras at which time
this Deponent was told by Concadashilum Dubash to the Complainant
that Captain Charles Todd had sent them for the Defendant One thousand
Pagodas and had ordered him to kill this Deponent who was then the
Complainants Conicoply to pay them further of the Complainants money
One hundred Pagodas to make up an all a sum of Eleven hundred Pagodas
some which one hundred Pagodas this Deponent saith he stopped ten
Pagodas for custom on the One thousand Pagodas they had from his
Master and paid them the other Ninety Pagodas and more this Deponent
answereth not to this the third and fourth Interrogatory

Richard Sathom
Examiner

hundred Pagodas being added, a Ballance then remained of Nine hundred Pagodas for which Sum after destroying the old Bond the Defendant gave the abovementioned Writing Obligatory, payable by him in five Months, upon which Writing Obligatory this Deponent saith the Defendant has yet discharged no more than three hundred and fifty Pagodas paid in two Payments.

Dd 9 To the third Interrogatory this Deponent saith that he did never hear of any force made use of by the Complainant or his Servants to compell the Defendant to enter into the abovementioned Writing Obligatory, but that the Defendant gave it of his own free will, moreover that he has frequently seen the Complainant and the Defendant together, both at Madras and Chingleput about this and other Business, and further this Deponent addeth not to this or to the last Interrogatory.

Sworn &c. 1763

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Charles Tode by his Attorney James Hay Complainant and Mahomed Agens Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth.

Gopal Dose of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 14th day of February 1764 shown at the Office of Mr. William Bishop Attorney for the Defendant by Comapah who left a note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth.

1 To the first Interrogatory this Deponent saith he has known the Complainant 2 Years and the Defendant two Months or thereabouts.

2 To the second Interrogatory this Deponent saith that three Years ago or thereabouts, Captain Charles Tode Dubash Venkatachilum and a Shroff with him, brought four thousand five hundred Pagodas, he does not particularly remember which, to Balakistna Dose for which Sum Balakistna Dose gave to Venkatachellum a Receipt as receiving the said Money on the Account of Mahomed Agens, who was indebted to Jogue Dose & Balakistna Dose Agent at Arcot for that Sum. And

more

hundred Pagodas being added, a Ballance then remained of Nine hundred Pagodas for which Sum after destroying the old Bond the Defendant gave the abovementioned Writing Obligatory, payable by him in five Months, upon which Writing Obligatory this Deponent saith the Defendant has yet discharged no more than three hundred and fifty Pagodas paid in two Payments.

Dd 9 To the third Interrogatory this Deponent saith that he did never hear of any force made use of by the Complainant or his Servants to compell the Defendant to enter into the abovementioned Writing Obligatory, but that the Defendant gave it of his own free will, moreover that he has frequently seen the Complainant and the Defendant together, both at Madras and Chingleput about this and other Business, and further this Deponent addeth not to this or to the last Interrogatory.

Sworn &c. 1763

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Charles Tode by his Attorney James Hay Complainant and Mahomed Agens Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth.

Gopal Dose of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 14th day of February 1764 shown at the Office of Mr. William Bishop Attorney for the Defendant by Comapah who left a note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth.

1 To the first Interrogatory this Deponent saith he has known the Complainant 2 Years and the Defendant two Months or thereabouts.

2 To the second Interrogatory this Deponent saith that three Years ago or thereabouts, Captain Charles Tode Dubash Venkatachilum and a Shroff with him, brought four thousand five hundred Pagodas, he does not particularly remember which, to Balakistna Dose for which Sum Balakistna Dose gave to Venkatachellum a Receipt as receiving the said Money on the Account of Mahomed Agens, who was indebted to Jogue Dose & Balakistna Dose Agent at Arcot for that Sum. And

more

Hundred Pagodas being added, a Ballance then remained of Nine hundred Pagodas for which Sum after destroying Said Bond the Defendant gave the abovementioned Writing Obligatory, payable by Some or Five Months, upon which Writing Obligatory this Deponent saith that Defendant has yet discharged no more than three hundred and fifty Pagodas part of the Payments.—

Q. 3 ..... To the third Interrogatory this Deponent saith that he did never hear of any force made use of by the Complainant or his Servants to compell the Defendant to enter into the abovementioned Writing Obligatory, but that the Defendant gave it of his own free will, moreover that he has frequently seen the Complainant and the Defendant together both at Madras and Chingleput about this and other business, and further this Deponent addeth not to this or to the last Interrogatory.—

Richard Latham

Examiner

Mayors Court at Madraspatnam

Between Charles Tode by his Attorney James Hay Complainant and Mahomed Agent Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner of this Court as followeth.—

Gopaul Dose of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 18th day of February 1764 shewn at the Office of Mr. William Bishop Attorney for the Defendant by Comapah who left a note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth,

Q. 1 ..... To the first Interrogatory this Deponent saith he has known the Complainant 2 Years and the Defendant Two Months or thereabouts.—

Q. 2 ..... To the Second Interrogatory this Deponent saith that three Years ago or thereabouts, Captain Charles Tode Dubash Venkatachilum and Ashruff with him, brought four thousand five hundred Pagodas he does not particularly remember which of to Balakistna Dose for which Sum Balakistna Dose gave to Venkatachellum a Receipt, as receiving the said Money on the Account of Mahomed Agent, who was indebted to Jogue Dose Balakistna Dose's Agent at Arcot for that Sum. And more

William Bishop Attorney for the Defendant by Linaqua who Deposeth
of the name Title and Place of Abode of the said Deponent and afterwards
on the same day being sworn and examined deposeth as followeth—
1st ..... To the first Interrogatory this Deponent saith, he hath known the
Complainant 3 or 4 Years and the Defendant 4 or 5 Years or thereabouts
2 ..... To the second Interrogatory this Deponent saith, he saw the Bond
or Writing Obligatory now produced and shewn to him, Signed Sealed
and Delivered by Mahomed Agems further this Deponent deposeth
that about twenty days before the Defendant gave the aforesaid Bond
Capt. Charles Tod sent for the Defendant and said to him Mahomed
Agems you owe me Eleven hundred Pagodas, why dont you discharge
it, the Defendant made answer, I have now no money Coe Moodomulla
Reddy is indebted to me, send some of your People and I will get that debt
from him and pay you Capt Charles Tod accordingly sent this Deponent
together with the Defendants Servant to Moodomulla Reddy for to demand
from him the money due to the Defendant Moodomulla Reddy then
paid them Two hundred and eighty (280) Pagodas or thereabouts which
same they paid to Concadachelum Capt Charles Tods Dubash on
account of the Defendant Concadachelum then went with this
Deponent and the Defendants Servant to the Complainant and
delivered to him the said 280 Pagodas Capt Charles Tod what must
also for the Ballance, the Defendants Servant by name Gungadeven
Pilla said I will draw out a fresh Bond for the Ballance and get the
Defendant to sign it; which Captain Charles Tod consented to the
Bond was accordingly drawn out by Gungadeven Pilla, and Signed
Sealed and delivered by Mahomed Agems in this Deponents presence, for
the Sum of nine hundred (900) Pagodas, Eighty Pagodas having been added
to the Eleven hundred Pagodas for Interest and more this Deponent saith
not to this Interrogatory—
3 ..... To the third Interrogatory this Deponent saith, he never heard of any
force made use of by the Complainant or his Servants to compell the
Defendant to enter into the aforementioned Writing Obligatory but
this Deponent saith to have seen the Complainant and Defendant several
times together at Chingleput Settling their and other business and
that this Deponent saith not to this or to the last Interrogatory—

Richard Sallom

Examined

Mayors Court at Madraspatanam

Between Charles Ted by his Attorney James Hay Complainant and Mahomed Ageens Defendant

Depositions of Witnesses taken on this Cause, by and before the Examiner in this Court as followeth —

Nagalengum of Chinglequet Pollyger Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, was on the 22d day of February 1764 sworn at the Office of Mr William Bishop Attorney for the Defendant by Comapa, who left a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainant 2 Years and the Defendant 5 Years, or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, he heard only that the Defendant had given to the Complainant a Bond for the sum of Nine hundred (900) Pagodas, money which he had borrowed from him, and more this Deponent saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, he never heard of any force made use of by the Complainant or his Servants to compell the Defendant to enter into the above mentioned Bond, but remembers to have seen the Complainant and the Defendant together several times at Chinglequet and more this Deponent deposeth not to this, or the last Interrogatory

Richard Latham
Examiner

Sworn this 23d day of February 1764

Mayors Court at Madraspatanam

Between Charles Ted by his Attorney James Hay Complainant and Mahomed Ageens Defendant

Depositions of Witnesses taken on this Cause by and before the Examiner in this Court as followeth —

Comrapah of Conore Farmer Aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 22d day of February 1764 sworn at the Office of Mr William

Mayors Court at Madraspatnam

Between Charles Todd by his Attorney James Hay Complainant and Mahomed Agems Defendant

Depositions of Witnesses on this Cause taken by and before the Examiner in this Court as followeth —

Comara Sawmy of Chinglepet Shroff Aged 28 Years or thereabouts, being produced as a Witness on this Cause on the part of the Complainant was on the 22d day of February 1764 sworn at the Office of Mr. William Bishop Attorney for the Defendant by Canapa, who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined, deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainant 15 Years and the Defendant 3 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he heard from some people at Chinglepet and from Concatashilum Capt. Charles Todds Dubash Tha mahomed Agems had given to the Complainant an Obligation for nine hundred (900) Pagodas this Deponent also further deposeth, that Concatashilum sent to him by the Defendants people at different times three hundred (300) Pagodas, to Shroff, which this Deponent afterwards by Concatashilums order, delivered to Capt. Charles Todd, and more this deponent saith not to this Interrogatory —

3 ..... To the third Interrogatory this Deponent saith he never heard of any force made use of by the Complainant, or his servants, to compell the Defendant to enter into the abovementioned Obligation, but has seen the Defendant at the Complainants house at Chinglepet several times and more this Deponent saith not to this, or to the last Interrogatory

Boots 8 D

Richard Lathom
Examiner

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part and Behalf of Mahomed Agems of Chinglepet In a certain Cause wherein the said Mahomed Agems the Defendant and Charles Todd Captain of Foot in the Honourable Company's Service is the Complainant

5/5

And to the Interr. 1st Do you know the Parties Complainant and Defendant in this Cause or either and which of them. If Yea how long have You known them or either and which of them Declare

2d Do you know or do you not know of a certain Sugar working or Allegation being Executed by the Defendant If Yea To whom was the same made Can you or can any not Recollect for what Sum the said Bond was drawn for and the Date of the same If Yea was or was not the said Bond Extorted from the Defendant was or was not the Defendant at that time a Stranger and where for the said Bond and Extorted from the Defendant If Yea by whom and what Compulsive Measures were used and in what Manner where the same Inflicted on the Defendant was or was not the Defendant forcibly confined untill He should Execute the said Bond If Yea what Treatment did the Defendant meet with during His Confinement and by whom was He confined and for what space of Time The whole you know touching this Affair To the best of your Knowledge and Belief the same particularly declare

To this Interr. Farmer and Planter Living near Bunkers Hill Longevity in the County of Currituck Manufacturer Cash Keeper to Chancellor Thumb Generally

3d Do you know or do you not know of any Sum or Sums of money being Extorted from the Defendant in part of the said Bond If Yea what Sum was it and by whom was the same demanded and in what Manner was the same Obtained were or were not Sea Coys sent to the House of the Defendant If Yea by whom were they sent Did they or did they not confine the Defendant to her House and obstructed the Family in Dressing their Victuals If Yea did they or did they not Compell the Defendant to send her Wife Jewells to Norfolk to be Sold there to pay the said Sum and how long was the Defendant Confined to her House untill he was Released The whole you know touching this Matter to the best of your Knowledge and Belief the same particularly declare

To this Interr. 4th Do you know or do you not know How you or How you not heard the Defendant declare many times that He had never any dealings with the Complainant what soever and was not in any ways in Justice Indebted to him and that he never had any Correspondence with the Complainant and sent a Messenger to him on the Eighth day of August Last prevaricated He never see the Complainant to the best of his Knowledge before that Day If Yea Do you or do you not think your Conscience Bids that the Defendant hath not Received of the Complainant any Sum or Sums of Money or other Valuable Consideration what soever for and on Account of the said Bond Whole you know touching the Premises to the best of your Knowledge and Belief the same particularly Declare

To this Interr. Do you know or can you say any other matter or thing Material for the

Heard him, or fifteen days, obstructed the Parties in drawing their Cases and did likewise compell the Defendant to sell his Effects Jewells to pay the said Sum before they would Release him.

W. 4. To the fourth Interrogatory this Deponent saith, he has heard the Defendant declare many times that he had never any dealings with the Complainant whatsoever, and was not any ways in Justice indebted to him, and that he had never any Correspondence with the Complainant, and was a Stranger to him until the eighth day of August last Cash past nor did he ever see the Complainant to the best of his knowledge before that day This Deponent doth also upon his Conscience believe that the Defendant hath not Received from the Complainant any sum or sums of money, or other valuable Consideration whatsoever for and on account of the said Bond.

W. 5. To the fifth Interrogatory this Deponent saith, that the Defendant and Concalachellum had dealings together two Years before Captain Charles Todd came to the command of Chingleput, and that Concalachellum was indebted to the Defendant near two Thousand Pagodas, upon Captain Charles Todds arrival Concalachellum sent for the Defendant to his house, and kept him there confined under the guard of six Seapoys as above related and extorted from him after his forty days confinement a discharge of his own debt and at the end of the twenty days the aforesaid Bond for nine hundred Pagodas drawn out in his Masters Captain Charles Todds name and more this Deponent saith not to this, or any other of the Interrogatorys.

Richard Sattoom

Examiner

Mayors Court at Madraspatnam.

Between Captain Charles Todd Complainant and Mahomed Igoms Defendant

Depositions of Witnesses taken in this Cause, by and before the Examiner in this Court as followeth.

Hungaciamer of Chaver Chamery Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant, was on the 26th day of January 1769 sworn at the Office of Mr. Charles Dumbey Attorney for the Complainant by Cranga who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth.

1. To the first Interrogatory this Deponent saith, he has known the Complainant

the Complainant in this Cause & set forth the same as far as he knows have been informed and believe with the Reason of such your Knowledge and Belief.

William Bishop
Attorney for the Comp.

Mayors Court
Madraspatnam

Between Captain Charles Todd
Complainant and Mahomed Agems
Defendant

Deposition of Witness taken in this Cause by and before the Examiner in this Court as followeth—

Ankisinger of Pumpillure Farmer Aged 60 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was the 20th day of January 1764 sworn at the Office of Mr Charles Brenley Attorney for the Complainant by Conapa who first wrote of the name Title and Place of Abode of the said Deponent and afterwards on the same day being duly examined deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 3 Years and the Defendant 20 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith he does know of a certain Paper writing or Obligation executed by the Defendant made out in Captain Charles Todds Name and delivered to Vencatachellum the Complainants Dubash which said Bond was drawn out for the sum of Nine hundred (900) Pagodas and dated the 25th of July 1762 and were extorted from the Defendant by Vencatachellum the Complainants Dubash who sent for the Defendant and confined him in his house twenty days or thereabouts under a Guard of six Sepoys who would not suffer the Defendant to go home till he had signed the above said Bond and the three last days of his confinement kept him without victuals this Deponent moreover saith that the Defendant was a stranger at that time to Captain Charles Todd in whose favour the said Bond was drawn out

3d ..... To the third Interrogatory this Deponent saith he heard that there was a sum of money extorted from the Defendant on part of the said Bond to the amount of four hundred (400) Pagodas which Sum was demanded by Vencatachellum in a Letter which he sent by three Sepoys to the house of the Defendant who confined the Defendants in his

house

Complainant 2 Years and the Defendant 4 Years or thereabouts.

2 To the second Interrogatory this Deponent saith he doth know of ascertain paper writing or obligation executed by the Defendant made out in Captaine Charles Todds name and delivered to Vencatachellum the Complainants Dubash which said Bond was drawn out for the sum of nine hundred (900) Pagodas and dated the 25th of July 1762 and was extorted from the Defendant by Vencatachellum the Complainants Dubash who sent for the Defendant to his house and there told him, you owe me a sum of money for which you must give me your obligation, the Defendant replyed Vencatachellum on the contrary you are indebted to me a large sum of money, why should I give an obligation to you, upon the Defendants refusal to give any obligation Vencatachellum kept him confined in his house under a guard of five or six sepoys, for twenty days or thereabouts, and after his first ten days confinement extorted from him a discharge of his own debt to the Defendant and at the end of the twenty days the aforesaid Bond for 900 Pagodas made out in the name of Captain Charles Todd. This Deponent further saith that the Defendant for the three last days of his Confinement was allowed only one meal a day, and at that time had little or no knowledge of Captain Charles Todd on whose Account the said Bond was drawn out

3 To the third Interrogatory this Deponent saith he heard that there was a sum of money extorted from the Defendant on part of the said Bond to the amount of four hundred (400) Pagodas which sum was demanded by three Sepoys sent by Vencatachellum to the Defendants house who confined the Defendant at home 10 or 15 days obstructed the family in dressing their victuals and did likewise compell the Defendant to send his Wifes Jewels to Madras to be sold there to pay the said Sum before they would release him.

4th To the fourth Interrogatory this Deponent saith he has heard the Defendant declare many times that he had never any dealings with the Complainant whatsoever and was not any ways in Justice indebted to him and that he had never any Correspondence with the Complainant nor was further acquainted with him than by sight. This Deponent doth also upon his Conscience believe that the Defendant hath not received from the Complainant any sum or sums of money, or other valuable Consideration whatsoever for and on account of the said Bond

12 5 To the fifth Interrogatory this Deponent depose that he heard some days after the Defendant had given the aforesaid Obligation to Vencatachellum, Vencatachellum sent some Peons with Conjeevarpilla Concopoly who kept the joint Accounts between the Defendant and Vencatachellum to a Choultry about three miles distant from

Chingleput

Complainant 2 Years and the Defendant 4 Years or thereabouts.

2 To the second Interrogatory this Deponent saith he doth know of ascertain paper writing or obligation executed by the Defendant made out in Captaine Charles Todds name and delivered to Vencatachellum the Complainants Dubash which said Bond was drawn out for the sum of nine hundred (900) Pagodas and dated the 25th of July 1762 and was extorted from the Defendant by Vencatachellum the Complainants Dubash who sent for the Defendant to his house and there told him, you owe me a sum of money for which you must give me your obligation, the Defendant replyed Vencatachellum on the contrary you are indebted to me a large sum of money, why should I give an obligation to you, upon the Defendants refusal to give any obligation Vencatachellum kept him confined in his house under a guard of five or six sepoys, for twenty days or thereabouts, and after his first ten days confinement extorted from him a discharge of his own debt to the Defendant and at the end of the twenty days the aforesaid Bond for 900 Pagodas made out in the name of Captain Charles Todd. This Deponent further saith that the Defendant for the three last days of his Confinement was allowed only one meal a day, and at that time had little or no knowledge of Captain Charles Todd on whose Account the said Bond was drawn out

3 To the third Interrogatory this Deponent saith he heard that there was a sum of money extorted from the Defendant on part of the said Bond to the amount of four hundred (400) Pagodas which sum was demanded by three Sepoys sent by Vencatachellum to the Defendants house who confined the Defendant at home 10 or 15 days obstructed the family in dressing their victuals and did likewise compell the Defendant to send his Wifes Jewels to Madras to be sold there to pay the said Sum before they would release him.

4th To the fourth Interrogatory this Deponent saith he has heard the Defendant declare many times that he had never any dealings with the Complainant whatsoever and was not any ways in Justice indebted to him and that he had never any Correspondence with the Complainant nor was further acquainted with him than by sight. This Deponent doth also upon his Conscience believe that the Defendant hath not received from the Complainant any sum or sums of money, or other valuable Consideration whatsoever for and on account of the said Bond

12 5 To the fifth Interrogatory this Deponent depose that he heard some days after the Defendant had given the aforesaid Obligation to Vencatachellum, Vencatachellum sent some Peons with Conjeevarpilla Concopply (who kept the joint Accounts between the Defendant and Vencatachellum) to a Choultry about three miles distant from

Chinglepet

Complainant 2 Years and the Defendant 4 Years or thereabouts

2 To the Second Interrogatory this Deponent saith he dare know of a certain paper writing or obligation executed by the Defendant made out in Captain Charles Todds name and delivered to Vencatachillum the Complainants Dubash which said Bond was drawn out for the sume of nine hundred (900) Pagodas and dated the 25th of July 1762 and was extorted from the Defendant by Vencatachillum the Complainants Dubash who went for the Defendant to his house and there told him, you owe me a sum of money for which you must give me your obligation the Defendant replyed Vencatachillum on the contrary you are indebted to me a large sum of money why should I give an obligation to you, upon the Defendants refusal to give any obligation Vencatachillum kept him confined in his house under a guard of five or six sepoys, for twenty days or thereabouts and after his first ten days confinement extorted from him a discharge of his own debt to the Defendant and at the end of the twenty days the aforesaid Bond for 900 Pagodas made out in the name of Captain Charles Todd. This Deponent further saith that the Defendant for the three last days of his confinement was allowed only one meal a day and at that time had little or no knowledge of Captain Charles Todd in whose favour the said Bond was drawn out

3 To the Third Interrogatory this Deponent saith he heard that there was a sum of money extorted from the Defendant on part of the said Bond to the amount of six hundred (600) Pagodas which sum was demanded by three Sepoys sent by Vencatachillum to the Defendants house who confined the Defendant at home 10 or 15 days obstructed the family in dressing their victuals and did likewise compell the Defendant to send his Wifes Jewels to Madras to be sold there to pay the said Sum before they would release him

4th 4 To the fourth Interrogatory this Deponent saith he has heard the Defendant declare many times that he had never any dealings with the Complainant whatsoever and was not any ways in Justice indebted to him and that he had never any Correspondence with the Complainant nor was further acquainted with him than by sight. This Deponent doth also upon his Conscience believe that the Defendant hath not received from the Complainant any sum or sums of money or valuable Consideration whatsoever for and on account of the said Bond

5th 5 To the fifth Interrogatory this Deponent depoeth that he heard some days after the Defendant had given the aforesaid Obligation to Vencatachillum, Vencatachillum sent some Peons with Conjeevaripilla Comaply (who kept the joint Accounts between the Defendant and Vencatachillum) to a Choultry about three miles distant from

Chingleput

Changeaub who there took from him all his Accounts, and forced him to give an Obligation for 270 or 280 Pagodas and more this Deponent saith he does not to this day owe any of the Interrogatorys

Richard Lathom

Examined

Mayors Court at Madraspatnam

Between Captain Charles Todd Complainant and Mahomed Agom Defendant

Depositions of Witnesses on this Cause by and before the Examiner and his Court as follows viz.—

Gongadorpillai of Caramoby Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 28th day of January 1764 sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Comaya who left a Note of the name Title and Place of abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as follows viz.—

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 4 or 5 Years and the Defendant 5 Years or thereabouts—

2d ..... To the second Interrogatory this Deponent saith he does know of a certain paper writing or Obligation executed by the Defendant made out in Captain Charles Todds name and delivered to Cencatachillum the Complainants Dubash which said Bond was drawn out for the Sum of Nine hundred (900) Pagodas and dated the 25th day of July 1762 and was extorted from the Defendant by Cencatachillum the Complainants Dubash who sent for the Defendant to his house and there told him, you owe a sum of money for which you must give me your Obligation the Defendant replyd Cencatachillum on the Contrary you are indebted to me a large sum of money, why should I give you an Obligation upon the Defendants refusal to give any obligation Cencatachillum kept him confined in his House under a guard of five or six Sepoys for twenty days without victuals and after his first ten days confinement extorted from him a discharge of his own debt to the Defendant, and at the end of the twenty days the aforesaid Bond for 900 Pagodas made out in the name of Captain Charles Todd This Deponent further saith that the Defendant for the three last days of his confinement was allowed only one meal a day and at that time had very little knowledge of Captain Charles Todd in whose favour the said Bond was drawn out

3d ..... To the third Interrogatory this Deponent saith he knows there was a sum

sum of money extorted from the Defendant in part of the said Bond to the amount of four hundred (400) Pagodas or thereabouts which sum was demanded by three Seapoys sent by Venetachellum to the Defendants house who confined the Defendant at home, seven or Eight days obstructed the family in dressing their victuals and did likewise compell the Defendant to send his Effects & Goods to Madras to be sold there, to pay the said Sum before they would release him

4th ..... To this fourth Interrogatory this Deponent saith he has heard the Defendant declare many times that he had never any dealings with the Complainant and was not any ways in Justice indebted to him, and that he had never any Correspondence with the Complainant and was no further acquainted with him than being in Madras about 4 or 5 Years ago, the Complainant upon his Dubashs recommendation recommended him to Messrs. Pigot and VanSittart for to be appointed Renter of Carangoly. This Deponent doth also upon his Conscience believe that the Defendant hath not Received from the Complainant any Sum or Sums of Money or other valuable consideration whatsoever for and on account of the said Bond.

5th ..... To the fifth Interrogatory this Deponent saith that same days after the Defendant had given the aforesaid Bond for 300 Pagodas Venetachellum sent three Seapoys with this Deponent who then kept the joint accounts between the Defendant and Venetachellum to a Choultry belonging home Moorlee Reddy, and there forced from him his Accounts, and upon his return home made him sign an Obligation for two hundred and eighty Pagodas (280) payable to Venetachellum, and more this Deponent saith not to this or to any of the Interrogatorys.

Sworn.

Richard Lathom

Examined

Mayors Court at Madraspatnam

Between Captain Charles Tod Complainant and Mahomed Yusuf Defendant

Depositions of Witnesses in this Cause taken before the Examiner in this Court as follows Viz.

Sanapacharu of Carangoly Shroff Aged 50 Years or thereabouts being produced as a Witness in this Cause, on the part of the Defendant was on the 28th day of January 1764 sworn at the Office of Mr. Charles Bromley Attorney for the Complainant by Coniapah who first took the Oath of the name

Tilla

Title and Place of Abode of the said Deponent and afterwards on this same day
being sworn and examined deposeth as follows Viz.
1 To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant, but that he has known the Defendant 5 Years or thereabouts
2 To the Second Interrogatory this Deponent saith, he does know of a certain paper
writing executed by the Defendant and made out in Captain Charles Todds
name, and delivered to Vencatachellum the Complainants Dubash, which
said Bond was drawn out for the sum of nine hundred (900) Pagodas, and
dated the 25th day of July 1762 and was extorted from the Defendant by
Vencatachellum the Complainants Dubash who sent for the Defendant to his
house and there told him, you owe me a sum of money for which you must
give me your Obligation, the Defendant replyed, Vencatachellum on the
contrary you are indebted to me a large sum of money why should I give
you an Obligation, upon the Defendants refusal to give any Obligation
Vencatachellum kept him confined in his House under a guard of five
or six Sepoys, for twenty days or thereabouts and after his first ten days
confinement extorted from him a discharge of his own debt to the Defendant
and at the end of the twenty days, the aforesaid Bond for 900 Pagodas
made out in the Name of Captain Charles Todd This Defendant further saith
that the Defendant for three last days of his confinement was allowed only one
meal a day, but cannot depose whether or no at that time, the Defendant was a
Stranger to Captain Charles Todd in whose favour the said Bond was drawn out
3 To the third Interrogatory this Deponent saith he knows there was a sum of money
extorted from the Defendant in part of the said Bond to the amount of four
hundred (400) Pagodas or thereabouts, which sum was demanded by three
Sepoys, sent by Vencatachellum to the Defendants house who confined
the Defendant at home, about eight days, obstructed the family in dressing
their Victuals, and did likewise compell the Defendant to send his Effects
Jewells to Madras to be sold there, to pay the said sum before they would
release him
4 To the fourth Interrogatory this Deponent saith, he has heard the Defendant
declare many times that he had never any dealings with the Complainant
and was not any ways in Justice indebted to him and that he had never
any Correspondence with the Complainant, but cannot tell whether he
was a Stranger to him or no. This Deponent doth also upon his Conscience
believe that the Defendant hath not received from the Complainant any
sum or sums of money or other valuable consideration whatsoever for and
on account of the said Bond, and more this Deponent saith not to this or to
the last Interrogatory

Richard Parson

Examined

Read and filed
22 May 1765

To the Honorable the Mayors
Court at Madraspatnam

The Humble Complaining Shews Unto this Honorable
Court Your Orator John Brannan of Fort Saint George Merchant That Tommanah
and Company of Madras Bakers stand indebted unto your Orator in the sum
of Four hundred twelve Pagodas ten fanams and forty Cash being so much
due to your Orator upon a Bond or Writing Obligatory bearing date the
sixteenth day of April in the Year of our Lord one thousand seven hundred and
sixty five under the Hand of the said Tommanah for himself and Company
thereby acknowledging himself and them to be indebted to your Orator in the
Sum of Five hundred and sixty Star Pagodas Eight fanams and forty Cash
which said Sum of Four hundred twelve Pagodas ten fanams and forty Cash
after the rate of Eight Shillings for every Pagoda will amount to the Sum
of one hundred sixty four Pounds Eighteen Shillings and upwards of Sterling
money of Great Britain And Whereas Your Orator hath frequently and
in an amicable manner required Payment

But now so it is and may it please this Honorable Court
because the said Tommanah and Company obstinately and wilfully refuse
to give your Orator any manner of Satisfaction touching the Premises your
Orator Prays a General Relief such as to this Honorable Court shall appear
agreable to Equity and good Conscience To the End therefore that the
said Tommanah and Company may upon their Corporal Oaths true and
perfect Answer make to all and singular the matters and things hereinbefore
set forth and alledged as fully truly and effectually to all intents and
purposes as if the same were here again repeated and interrogated and be
decreed to pay unto your Orator the aforesaid Sum of Four hundred twelve
Pagodas ten fanams and forty Cash with all such Interest as now is
or shall hereafter grow due thereon with all Costs of this Suit

May it please the Honorable Court because the said
Tommanah and Company to be summoned and required by the Sheriff of Fort St George
Town of Madraspatnam and the Districts thereof personally to be and appear before
this Honorable Court at a certain Time and Place to be by this Honorable Court
for that purpose appointed then and there to stand to and abide by such Order and
Decree thereon as to this Honorable Court shall seem meet

Thos Bromley
Atty for the Complainant

Nandiallah Vencatashellum Deshanen and Narnapah also of the same Place Inhabitants stand Indebted to your Orator on the first part of Payment of their Obligation in the full and just Sum of One Hundred Pagodas Current Money of Madrass Making in Sterling money at the Rate of Eight Shillings each Pagoda the Sum of Forty Pounds, As will more fully appear by a Translate of their said Obligation and Transfer hereunto annexed for the Inspection of this Honble Court which were Assigned over to your Orator by Cunapah Merchant of Madrass And which your Orator prays may be admitted as Part of this his Bill of Complaint And your Orator humbly informs this Honble Court that he hath often in a friendly Manner requested Payment of the aforesaid Sum of the said Nandiallah Vencatashellum Deshanen and Narnapah

But now so it is may it please this Honble Court the said Nandiallah Vencatashellum Deshanen and Narnapah obstinately and will fully refuse to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Nandiallah Vencatashellum Deshanen and Narnapah may upon their Corporal Oaths a true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully fully and effectually to all Intents and Purposes as if the same was here again repeated and interrogated and be decreed to pay unto your Orator the said Sum of one Hundred Pagodas together with all the Interest that now is or may hereafter become due thereon also all Cost of this Suit

May it please this Honble Court to cause the said Nandiallah Vencatashellum Deshanen and Narnapah to be summoned and required by the Sheriff of Fort Saint George and Town of Madrespatnam and Districts thereof personally to be and appear at a certain Time and Place to be by this Honble Court for that End and appointed then and there to Answer the your Orator's Bill of Complaint and further to stand to and abide such Order and Decree as shall seem meet to this Honble Court

J. Frederick
Attorney for the Complainant

Mayor's Court at Madraspatnam } Tuesday the 11th day of June Anno Domini 1765

L.S

Present

George Baker Esquire Mayor
Claud Russell ___ Peter Mariette
John Debonaire ___ Thomas Powney
Edward Paddon ___ Reynold Adams
Aldermen

Mayor's Court

Between John Debonaire of Fort St George Merchant Complainant and Tammanah and Company of Madras Bankers Defendants

The defendants being in Court and acknowledging the justness of the Complainants demand, This Court do therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Four hundred and twelve Pagodas, ten Fanams and forty Cash Pagodas 412. 10. 40 together with such Interest as now is or shall hereafter become due thereon until full Payment is made according to the Tenor of the Obligation and for also all Costs of this Suit

Read and filed
28th May 1765

Hon

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth to Your Honble Court your Orator Thomas Arnold of Madras Inhabitant that Thomas Parade-
-allah

Madras 10th of January 1765.

We Nandiallah Vencatashellum Son of Nandiallah Iyaail Paich, Dubasien Son of Timah Naick and Namapah Son of Cadaga Lachemanaick we jointly do hereby Acknowledge we borrowed and Received from Gonapah Naick Son of Chankellah Namapah Naick the full and just Sum of three hundred and Thirty One Pagodas Current Money of Madras which Sum is payable with the Interest at the Rate of Eight p Cent p Annum, One Hundred Pagodas we will pay on the Tenth of April and another One Hundred Pagodas we will pay on the Tenth of October Ensuing, and the Rest of the money we pay on the Tenth of April One Thousand Seven Hundred and Sixty Six. we jointly and seperately are bound to pay the above sums at the time herein Mentioned, and in Default thereof then to be payable on Demand.

Witness Adaipoory Mootiah Moodeliar and Velaida Moodeliar Dubash by Seben Conecoply

(Signd) Nandialla Vencatashellum
the mark of + Dubasien

(Signd) Namapah

I Do Translate as near as can be from the Original Malabar by Conacapah Sworn Interpreter

J. Frederick
Attorney for the Complainants

Know all Men by these Presents that Gonapah Naick of Madras Inhabitant have hereby bargain and sold for a Valuable Consideration received in Hand of Thomas Arnold also of Madras all my Right and Title to a Debt of One Hundred Pagodas Current Money of Madras together with all the Interest that is or may hereafter become due thereon being the principal Sum Lent together with the like Interest to Nandialla Vencatashellum Dubasien and Namapah which are on the forth part of payment of their Obligation bearing date the Tenth Day of January In the Year of Our Lord One Thousand Seven Hundred and Sixty Five And I do hereby Acknowledge myself to be fully satisfied

Satisfied and Contented therewith And I the said Gnanpah Naick do hereby covenant and agree to and with the said Thomas Arnold that the said Sum of One Hundred Pagodas is justly due and owing and that I have not received the same nor any Part thereof In Witness hereof I have hereunto set my Hand and Seal this Twenty Fifth Day of May In the Year of Our Lord One Thousand Seven Hundred and Sixty Five

Sign'd in Presence
of Juraldo Gonsalves
Ninagiah

Mayor's Court at Madraspatnam

Tuesday the 11th day of June
Anno Domini 1765

Present
George Baker Esquire Mayor
Claud Russell ——— Peter Maruchy
John Debonnaire ——— Thomas Pomney
Edward Raddon ——— & Reynold Adams
Aldermen

Last Mayor's Court

Between Thomas Arnold of Madras Inhabitant Complainant and Nandallahi Venadashellum Dashanen and Namapah also of the same Place Inhabitants Defendants

The Defendants Nandallahi Venadashellum and Namapah being in Court and acknowledging the Justness of the Complainants demand, This Court doth therefore hereby fix this Order and Decree and do hereby order and Decree that the Defendants shall Pay unto the Complainant the full and just Sum of One Hundred Pagodas 100 Pagodas together with such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

By the Court

Read and filed
23 April 1765

To the Honble the Mayors
Court at Madraspatnam

The Humble Petition of
Archdale Palmer Attorney of the
said Court

Sheweth

That Whereas your Petitioner affairs requiring his Departure from this place in a few days He prays Leave to Resign his Employ of Attorney Deputy Register and Notary Publick of this Honble Court

And Your Petitioner Shall ever Pray

Archdale Palmer

Read and filed
23. April 1765

To the Honorable the Mayors
Court at Madraspatnam

The Humble Petition of Charles Bromley
one of the Attorneys of this Honorable Court

Sheweth

That Your Petitioner having Practised and still doth continue to Practise as an Attorney in this Honorable Court, and from such his Practise hath gained the Knowledge of the Administration of Business in this Honorable Court And Whereas Mr. Archdale Palmer late one of the Attorneys of this Honorable Court Deputy Register and Notary Publick thereof having Resigned such his Places aforementioned

Your Petitioner most humbly prays this Honorable Court that he may be admitted to enjoy such Places of Deputy Register and Notary Publick in the Room of the said Mr. Archdale Palmer to the Duties of which several Places Your Petr will most Strictly adhere to

And Your Petitioner shall ever Pray

Charles Bromley

Read and filed
23 April 1765

To the Honble the Mayors
Court at Madraspatnam

The Humble Petition of
Archdale Palmer Attorney of the
said Court

Sheweth

That Whereas your Petitioner affairs requiring his Departure from this place in a few days He prays Leave to Resign his Employ of Attorney Deputy Register and Notary Publick of this Honble Court

And Your Petitioner Shall ever Pray

Archdale Palmer

Read and filed
23. April 1765

To the Honorable the Mayors
Court at Madraspatnam

The Humble Petition of Charles Bromley
one of the Attorneys of this Honorable Court

Sheweth

That Your Petitioner having Practised and still doth continue to Practise as an Attorney in this Honorable Court, and from such his Practise hath gained the Knowledge of the Administration of Business in this Honorable Court And Whereas Mr. Archdale Palmer late one of the Attorneys of this Honorable Court Deputy Register and Notary Publick thereof having Resigned such his Places aforementioned

Your Petitioner most humbly prays this Honorable Court that he may be admitted to enjoy such Places of Deputy Register and Notary Publick in the Room of the said Mr. Archdale Palmer to the Duties of which several Places Your Petr will most Strictly adhere to

And Your Petitioner shall ever Pray

Charles Bromley

Read and filed
23d April 1765

To the Honble the Mayor
Court at Madraspatnam

The Humble Petition of
Archdale Palmer Attorney of the
said Court

Sheweth

That Whereas your Petitioner affairs requiring his
Departure from this Place in a few days He prays Leave to Resign his
employ of Attorney Deputy Register and Notary Publicks of this Honble
Court

And Your Petitioner Shall &c Pray

Archdale Palmer

Read and filed
23. April 1765

To the Honorable the Mayor
Court at Madraspatnam

The Humble Petition of Charles Bramley
one of the Attorneys of this Honorable Court

Sheweth

That Your Petitioner having Practised and still
doth continue to practise as an Attorney in this Honorable Court, and from such
his Practise hath gained the Knowledge of the Administration of Business
in this Honorable Court And Whereas Mr. Archdale Palmer late one of
the Attorneys of this Honorable Court Deputy Register and Notary Publick
thereof having Resigned such his Places aforementioned

Your Petitioner most humbly prays this Honorable Court that
he may be admitted to enjoy such Places of Deputy Register
and Notary Publick as the Same of the said Mr. Archdale
Palmer to the Duties of which several Places Your Pet.
will most Strictly adhere to

And your Petitioner shall ever Pray

Charles Bramley Pet.

Read and filed
30th April 1765

To the Honble the Mayor &
Court at Madraspatnam

Gentlemen

As there is at present a Vacancy by the Resignation of Mr Archdale Palmer to be an Attorney in Your Honble Court, I once take the Liberty to offer my self as a Candidate for the Place, If I am fortunate enough to be appointed by the Honble Court, I shall endeavour by every method in my power to discharge the Trust reposed in me with the utmost care and Fidelity.

I am Gentlemen
Your most Obedient and
Humble Servant
James Hathaway

Fort St George
the 30th April 1765

Read and filed
4th June 1765

To the Honorable the Mayor &
Court at Madraspatnam

Humbly Complaining Shew unto this Honorable Court Your Orators Sadasiv and Condapach of Madras Merchants that Pascal de Rozario of said Towne Inhabitant stands indebted unto your Orators in the Sum of Sixty nine Pagodas twenty one Fanams upon a Promissary Note or Writing Obligatory bearing date the Seventh day of July in the Year one Thousand seven hundred and sixty three given by the said Pascal de Rozario to Manuel Cobbe late of Madras Merchant and by him Assigned over to your Orators which said Writing now ready to be produced to this Honorable Court will more fully and at large appear which said Sum after the rate of Eight Shillings for every Pagoda will amount to the Sum of Twenty seven Pounds sixteen Shillings and upwards of Sterling money of Great Britain And Whereas Your Orators have frequently and in an amicable manner requested Payment

Beck

The defendant being in Court and Acknowledging the justness of the Complainants demand This Court doth therefore think fit Order and Decree and doth accordingly Order and Decree that the defendant shall pay unto the Complainant the full and just Sum of Sixty nine Pagodas twenty one fanams Pagodas 69.21 Together with Such Interest as now is or shall hereafter become due thereon until full payment is made also all Cost of this Suit

Filed 4th April 1763
Read 12 ditto

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator James Hick of Madras Captain of Foot that whereas Bola Chetty Chetty of Madras Merchant stands Indebted to your Orator Hise Some Sterling the Sum of Eight Hundred and Seventy five Pagodas for two Cannah purchased of your Orator Hise Some Sterling money Bond at the Rate of Eight Shillings for Every pagoda three hundred fifty pounds And whereas your Orator hath frequently and in an Amicable manner demanded payment

But now so it is may it please this Honble Court the said Bolachetty absolutely and Wilfully Refuses your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays all Relief such as this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Bolachetty may upon his Corporal Oath true and perfect answer make to all and Singular the matters and things herein before alledged and as fully as freely fully and effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and be decreed to pay unto your Orator the said Sum of Eight Hundred and Seventy five Pagodas together with all such Interest as now is or hereafter shall become due thereon also all Costs of this suit

May it please this Honble Court to cause the said Bolachetty to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and Districts thereof personally to be and appear at a Certain time and place to be by this Honble Court prefixed

330

But now doth and may it please this Honorable Court the said Pascal de Rogario obstinately and wilfully refuse to give your Orator any manner of satisfaction touching the Premises your Orator prays as usual Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Pascal de Rogario may upon his Corporal Oath true and perfect Answer make to all and Singular the matters and things herein before set forth and alledged fully truly and effectually to all intents and purposes as if the same were here again repeated and interrogated and ordered to pay unto your Orator the aforesaid Sum of sixty nine Pagodas twenty one Fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Pascal de Rogario to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districk thereof personally to be and appear before this Honble Court at certain Time and place to be by this Honorable Court prefixed and appointed there there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Chas Bromley
Attorney for the Complainants

Mayors Court
Madraspatnam

Tuesday the 16th day of June
Anno Domini 1765

L.S

Present

George Baker Esquire Mayor
Claud Russell — Peter Manelle
John Dubbuare — Thomas Penny
Edward Raddon — J Reynolds Adams
Aldermen

Between Jadava and Lindapark of Madras Merchants Complainants
and Pascal de Rogario of Saint Thome
Inhabitant Defendant

Mayors Court

prefixed and appointed there and there to answer the your Orators Bill of Complaint And further to Stand bound and abide such Order and Decree as to Your Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

This Bill being Shewn to me Between the days of Adjournment Ordered that a Summons do Issue thereon

Fort St George the 4th April 1763

John Debonnaire
Mayor

Read and filed 17th May 1763

The Answer of Bolakee Nadoo of Madrasapatnam Merchant Defendant to the Bill of Complaint of James West of the same place Captain of Foot Complainant

This Defendant now and at all times hereafter saving and Reserving to Himself all and all manner of Benefit and Advantage to Exception to the many errors Uncertainties and Imperfections in the said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is advised doth Materialy Concern him to make Answer unto Saith that he is not Indebted unto the Complainant or unto his wife Ann West in the sume of Eight Hundred and Seventy five Pagodas as is alledged in the Complainants Bill of Complaint for the purchase of Two Emeralds of the Complainants said Wife nor in any other sume or sums of Money whatsoever and this Defendant denys ever to have purchased of the Complainants said wife the said Two Emeralds this Defendant admits that the Complainant hath demanded of this Defendant the sume of Eight Hundred and Seventy five Pagodas on Account of the said Two Emeralds which demand is unjust and without any manner of Foundation therefore this Defendant refused and still refuses to Comply with the Complainants unreasonable demand

This Defendant further to Convince this Honourable Court the Complainant hath no right to his demand on this Defendant on Account of the said Two Emeralds this Defendant humbly prays the attention of this Honourable Court to the following Narration of the Several Conferences that were had between this Defendant and the Complainant

Complainants and her said wife Anon West Papaw Shashachallum Connocopoly
to the Complainant and other Persons Related to the said two Emeralds
Shas defendant saith that some time during the
Stay of Nabob Mahomed Ally Cawn at Madras the said Papaw came to the
House of this defendant with a Message from the Complainants said wife to
desire to Speak with this defendant and this defendant accordingly called
at the House of the Complainant to know the Commands of the Complainants
said Wife who then produced before this defendant the Two Emerald
which Emeralds were in a String and the Top thereof was sealed and a price of
Emeralds and desired this defendant to Endeavour to dispose of the said two Emeralds
at the rate of Twenty five Pagodas per Ratee the said Nabob as she was
informed gave a good Price for precious Stones which Price this Defendant ack
that time informed the Complainants said Wife was Excessive dear However
this Defendant saith at the Request of the Complainants said wife he this
defendant received the Two Emeralds on String and the Top thereof Sealed
as aforesaid in order for his Selling them to the said Nabob for Sale and this defendant
Accord thereof Two Emeralds to the Sarcars who are a Body of Merchants
of the said Nabob who Valued the said two Emeralds at Twelve Pagodas
per Ruddy as there was a vast difference between the Complainants
said Wifes price & upon the said Two Emeralds and Sarcars Chunder of
the same this defendant brought them back again Some few days after
Papaw came to the House of this defendant to Enquire whether the said two
Emeralds were disposed of and this defendant then acquainted him of the price
the said Sarcars Valued the said two Emeralds and at the same time offered the
said two Emeralds to the said Papaw to be delivered to the Complainants
said wife but the said Papaw requested and Earnestly Solicited this
defendant to keep the said two Emeralds in his possession and make use
of the first Convenient Opportunity to offer the said two Emeralds for Sale
to the said Nabob and at that time the said Papaw declared unto this
defendant on the Sincerity of her two Persons that the said two Emeralds
were his property and did not belong either to the Complainant or her said
said and desired this defendant if ever his utmost means to dispose of the
said two Emeralds to the Nabob whom he said gave a full Value for all
the precious Stones which he purchased this defendant saith at the further
Request of the said Papaw the this defendant again Proved for Sale the said
two Emeralds to the said Sarcars who made no further offer than Twelve
Pagodas for Ruddy which this defendant acquainted the said Papaw who
thereupon Requested this defendant to transmit the said two Emeralds to his
Brother at Pegue as soon as he could to dispose of them there to the Nabob who then was

on

and Complainant and the Defendants and Complainants discourse were to
the following purport Viz Complainant by the said Interpreter desired to know
what account this defendant Received from his Agent at Arcot of the said two
Emeralds and when or whether the said Nabob Mahomed Ally Cawn was at
Arcot this defendant by the said Interpreter acquainted the Complainant that
he had received no Advice from his Agent at Arcot concerning the said two
Emeralds the Complainant then Retired and the said Papaw continued with
this defendant and this Defendant saith for what Reasons unknown to
this defendant that when the Complainant asked after Gopall Dose the said
Papaw acquainted the Complainant that the said Gopall Dose was Dead
which in due time this Defendant is ready to prove.—

This defendant saith a few days after the Conference between
this Defendant and the Complainant to the no small Astonishment of this
defendant that this defendant Received a Note from the Complainant wrote
in the English Language to demand of this defendant the sum of Eight
Hundred and Seventy five Pagodas for the said two Emeralds or he this
Defendant to assign to the Complainant his Interest Note of Hand for
the said sum the purport of the Complainants said note of hand being Interpreted
to this defendant He this defendant sent a Messenger to the Complainant to
request him He was much surprized at the Complainants demand and
further to acquaint the Complainant that this defendant had received advice
from his Agent at Arcot that the said Nabob Mahomed Ally Cawn offered
no more for the said two Emeralds than Twelve Pagodas per Ratee and if
the Complainant approved of that price this defendant would write to his
Agent at Arcot to dispose of the said two Emeralds on those Terms the Com-
plainant without Enquiring into the Truth of this defendants assertion with
Respect to the Sum offered for the said two Emeralds has wrongfully pre-
ferred his Bill in this Honourable Court against the Defendant—

This Defendant saith he prays leave to Observe
to this Honourable Court that the said two Emeralds are not the property
of the Complainant but belong to and are the property of the said Papaw
Thathaverchallum and as a Corroborating Circumstance to this Defendants
assertion this Defendant saith the said Papaw Pledged the said two
Emeralds for the sum of two Hundred Pagodas and some time after the
said Papaw Redeemed the said two Emeralds all which this Defendant
will in due time prove before this Honourable Court

This Defendant further prays to Observe to this
Honourable Court that the Complainant doth insist in his Bill for six
stone and even the weight of the said two Emeralds which the Com-

plainant

on his March to Arcot soon after the Nabob's departure from Madras the said Papaw brought a Message from the Complainants said wife that she desired this defendant to transmit the said two Emeralds to Arcot to the Agent of this defendant there in order to their being sold to the Nabob by which means this defendant at the Request of the Complainants said wife by the said Papaw did Remit the said two Emeralds to his Agent at Arcot a few days after which Remittance this defendant was applyed to by a person known by the Complainants said wife and the said Papaw to procure him the Sum of three Thousand Pagodas on Land Security and at the time this defendant was with some persons conferring about the procuration thereof the said Papaw informed this defendant that the Complainants said wife had money by her and of whom he would prevail to Lend the said person the said sum of three Thousand Pagodas with this Proviso that this defendant would engage the said person to purchase the said two Emeralds at twenty five Pagodas per Ratlee and also to purchase five watches and one Seal at the Prices that should be agreed on by the Complainants said wife And this defendant which proposals this Defendant made known to the said person who accepted of the said proposals and this Defendant saith that he was introduced afterwards by the said Papaw to the Complainants said wife and that it was then agreed upon Between the Complainants said wife and this defendant that the said person should pay for the said two Emeralds Twenty five Pagodas per Ratlee and the prices of the said five watches and the said Seal was not fixed on or agreed upon at that time by this Defendant and the Complainants said wife and the Complainants said wife then Engaged to procure the said person with the said three Thousand Pagodas on or before the Sixth day of February in the present Year of our Lord one thousand Seven hundred and Sixty three and in case thereof the said agreement to be Void and this Defendant saith that the Complainants said wife did not comply with her Engagement and that therefore this Defendant and Complainants said wifes Agreement became thereby Annulled and Void.

This defendant saith some time after the last recited Transactions between this defendant and the Complainants said wife the Complainant arrived at this Port from Manilla and in a few days after his Arrival the Complainant with the said Papaw Shashachallum his Concerny came to the House of this Defendant and the said Papaw desired the persons then in Company with this defendant to Retire for that the Complainant has made him Such Proposals of real Importance to Communicate with this defendant and that he the said Papaw was directed by the Complainant to Interpret the Conversation between this Defendant

and

Complainant pretends were purchased by this defendant although he pretends to pray the decree of this Honourable Court against this Defendant for the sume of Eight Hundred and Seventy five Pagodas with all the Interest then or thereafter should become due—

This defendant saith that the Complainant or his said wife Ann West sold the said two Emeralds to this defendant most certainly as is usual some acknowledgement would at that time have ban Required of this defendant by the Complainant or his said wife to bind the Bargain and this defendant absolutely asserts the said two Emeralds when pretended to be sold unto this defendant were never weighed and that the said two Emeralds are too Strong and the top thereof is Scaled as when delivered unto this defendant by the Complainant to the best of this defendants Knowledge and which he absolutely believes remains unto this day—

And this defendant lastly saith the said two Emeralds are now in the Hands and possession of this Court at Arcot and this defendant is Ready now and at all time to Cause the said two Emeralds to be delivered to the said Complainant or to his order at Arcot as this Defendant humbly hopes he is not obliged to Resque the said two Emeralds from Arcot to deliver the same to this Complainant

All which Matters and things this defendant is Ready to prove Aver Support and Maintain as this Honourable Court shall think Meet

William Bishop
Attorney for the Defendant

Read and filed
28th June 1763

Replication

of James Hart of Madrass Captain of Foot to the Answer of Balla Krishna Dass of the same Place Merchant

This Replyant now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit of Exception to the many Errors Uncertainties and Imperfections in the said Answer Contained Doth Replication thereunto Saith that the said Answer is very Untrue and Insufficient in the Law to be Replied unto And this Replyant further saith that notwithstanding the Defendants positive

denial

Complainant pretends were purchased by the Defendant although he promised to pay the decree of this Honourable Court against this Defendant for the sume of Eight Hundred and Seventy five Pagodas with all the Interest thereon thereafter should become due.

This Defendant saith he had the Complainant or his said wife Ann West sold the said two Emeralds to this defendant most certainly as usual some acknowledgement would at that time have been Required of this defendant by the Complainant or his said wife to bind the Bargain and this Defendant absolutely asserts the said two Emeralds when pretended to be sold unto this defendant were never weighed and that the said two Emeralds are in Strings and the Top thereof is sealed as when delivered unto this Defendant by the Complainant to the best of this Defendants Knowledge and which he absolutely believes to remain unto this day.

And this defendant lastly saith the said two Emeralds are now in the Hands and possession of his Agent at Duval and this defendant is Ready now and at all time to cause the said two Emeralds to be delivered to the said Complainant or to his order as soon as this Defendant hereby hopes he is not obliged to Resque the said two Emeralds from Duval to deliver the same to this Complainant

All which Matters and things this defendant is Ready to prove Aver Support and Maintain as this Honourable Court shall think Meet

William Bishop
Attorney for the Defendant

Read and filed
28th June 1763

Replication of James West

of Madras Captain of Foot to the Honour of Bella Vista Dyd of the same place Merchant

This Replicant now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit of Exception to the many Errors Uncertainties and Insufficiencies in the said Answer Contained For Replication thereunto Saith that the said Answer is very Defective and Insufficient in the Law to be Replied unto And this Replicant further saith that notwithstanding the Defendants positive

denial

Complainant pretends were purchased by this defendant although he pretends to pay the decree of this Honourable Court against this defendant for the sum of Eight Hundred and Seventy four Pagodas with all the Interest then or thereafter should become due —

This defendant saith that the Complainant or his said wife Ann West sold the said two Emeralds to this defendant most certainly as is usual some acknowledgement would at that time have been Required of this defendant by the Complainant or his said wife to bind the Bargain and this defendant absolutely asserts the said two Emeralds when pretended to be sold unto this defendant were never weighed and that the said two Emeralds are on Strings and the top thereof is Sealed as when delivered unto this defendant by the Complainant unto the best of this defendants knowledge and which he absolutely believes to remain unto this day —

And this defendant lastly saith the said two Emeralds are now in the Hands and possession of his Agent at Arcot and this defendant is Ready now and at all time to cause the said two Emeralds to be delivered to the said Complainant or to his order at Arcot as this Defendant humbly hopes he is not obliged to Answer the said two Emeralds from Arcot to deliver the same to this Complainant

All which Matters and things this defendant is Ready to prove Aver Support and Maintain as this Honourable Court shall think Meet

William Bishop
Attorney for the Defendant

Read and filed
28th June 1763

Replication of James Mark

of Madras Captain of Foot to the Answer of Balla Krishna Dass of the same place Merchant

This Replicant now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit of Exception to the many Errors Uncertainties and Insufficiencies in the said Answer contained For Replication thereunto Saith that the said Answer is very Untrue and Insufficient in the Law to be Replied unto And this Replicant further saith that notwithstanding the Defendants positive

denial of his being Indebted to this Replyant as set forth in his said Bill this Replyant Insists and doubts not being able to prove to the Satisfaction of this Honorable Court that the Defendant is Justly and Truely Indebted to him as is therein alledged as the Defendant has artfully Endeavoured to prove that in the Sale of the two Emeralds of this Replyants he only Acted as a Broker and not as a principal and has Greatly departed from the Truth in the Narrative of the several Transactions that have passed concerning the Sale of the said Emeralds. It is Incumbent on this Replyant to Set forth to this Honble Court an Impartial and faithfull Account of what has Passed Relative to the said Bargain which can be Supported by Authentick Evidence and by which it will appear that the Contract for the said Two Emeralds was fully Accomplished between the Wife of this Replyant and the Defendant for the sum Charged in this Replyants Bill of Complaint And that this Replyant has no Connections or demand on any other person whatever for the same. This Replyant sets forth that the Defendant having come to his House during his absence at Manilha the Defendant there saw the Two Emeralds in Question of which he asked the Price of this Replyants Wife Anne West who told him the Price was thirty Pagodas a Rally. The Defendant Replyed they were too dear But took them away saying he would Shew them to the Nabob who if he Liked them he would then Come and talk about the Price And promised to Return the Emeralds in five or six days during which time this Replyants Wife Saw Nothing of the said Emeralds nor heard any thing from the Defendant till after the departure of the Nabob for Arcot which obliged this Replyants said Wife to Send her Servant to the Defendant Who Told their said Servant that his Mistress had said the Price was thirty Pagodas a Rally But that the Merchants only Values the said Emeralds at Twenty or Twenty two Pagodas a Rally Therefore if his Mistress would Lessen the Price they would do what the said Servant Replyed that if the Defendant would Come to this Replyants said Wife he the said Servant would then settle the Price in her presence. The Defendant accordingly Came to this Replyants said Wife whom this Replyant denies that he ever mentioned that he ever sent to his Agent at Arcot as set forth by him But positively asserts that the Nabob had gone from and further said that In case this Replyant said Wife would not Lower the Price of the said Emeralds provided She would Leave the Defendant the Space of three days the Defendant would Return them And Assured to Know what She would Ask for them when this Replyants said Wife told the Defendant that the Sum of Eight hundred and Seventy five Pagodas for the said Two Emeralds was very

Little

now be Led to Judge whether the above Circumstances do not amount within
proved to a Completion of the Contract with the Defendant for the Purchase of
the said Two Emeralds for the Sum of Eight hundred Pagodas of this Replyants
said Wife And that the Defendant and no Other Person whatever did make
the said purchase And of Course is Responsible to this Replyant for the same
All which matters and things this Defendant is Ready to aver maintain
and Prove as this Honble Court shall direct and Humbly prays as in and
by his said Bill he has already prayed.

Archdall Palmer
Attorney for the Replyant

Read and filed
19th July 1763

Rejoinder of Bola Sastradoss of Madras
Merchant the Defendant to the
Replication of James West of the same place
Captain of Foot the Complainant

This Defendant now and at all times hereafter saving
and Reserving to himself all and all manner of Benefit to Exception to
the many Errors Uncertainties and Untruths in the said Replication
Contained for Rejoinder thereunto saith That this Defendant Answer
is Certain True and Sufficient in the Law to be Replied unto.

And this Defendant Further saith that the several matters
and things set forth in the said Replication are in many Respects
Erroneous Untrue and Imperfect which this Defendant is ready
sufficiently to Shew

And this Defendant saith as in and by his said
Answer He hath already said and do and will now and at all times ever
hereafter Support and prove All and Every Matter and thing therein
Contained to be true as the same are therein Alledged and Expressed.

William Bishop
Attorney for the Defendant

Little proffer upon the prsnt Court that She would not take a Less Sum than that Sum that he might take them or not If not that he might Return them in three days time Appointed time, Upon which the Defendant desired this Replyants and Wife to set down the Sale of the said Two Emeralds in his Name for the said Sume of Eight hundred And Seventy five Pagodas Bought from her which this Replyant & said Wife accordingly did in his presence On the first day of February one thousand Seven hundred And Sixty After which the Defendant talked about borrowing some money purchasing a Tent and some watches to make up the sum of three thousand Pagodas Some time after this Replyants said Wife sent to Demand the said purchase money of the said Two Emeralds when the Defendant upon being sent to put off the Payment from time to time till the Arrival of this Replyant from Manilha who being Informed of what had passed sent with the Servant before Mentioned to the Defendant And did therein the English Language Demand the said sum of Eight hundred and Seventy five Pagodas for the amount of the said Emeralds Bought of this Replyants said Wife who pretended he did not understand English though he made a very proper Answer and Asked many Questions about Manilha by the Means of this Replyants said Servant and Brought a piece of Silk as a present which this Replyant found and Indeed was told by his said Servant that the said Present was only to Evade talking of the money this Replyant came for But this Replyant not being of that disposition persisted in his demand when the Defendant at Last told this Replyant that he was then out of Cash and Begged of this Replyant to have a Little patience upon which this Replyant told Him that the next morning he was going to Arrest when the Defendant then Requested of this Replyant to take an Interest Note of three payable on Demand But this Replyant Not satisfyed with that told the Defendant provided that he would give a Bond Payable on Demand with Interest for the said Sum he would be satisfyed to wait some time Longer The Defendant then Replyed that it was then Night and his Writer gone Home But that the reading for what need not make this Replyant delay his Journey for what he would make out a Bond and bring it to this Replyants said Wife Accordingly the Next morning he sent for his said Servant when he desired two friends of his to try whether they could prevail Upon Him to take a Bond payable in three months which the said Servant assured them he had no power to do upon which they requested the said Servant to write to this Replyant a Letter to Endeavour to prevail Upon this Replyant to Comply with the aforesaid Request This Honble Court will

now

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the Part of the Complainant in a certain Cause wherein James Weir Captain of Foot is Complainant and Balakistna Dese of the same Place Merchant is Defendant

To all the Witnesses Jointly — Do you Know the parties Complainant and Defendant in this Cause or either of them If Yea How long have you so Known them or either and which of them declare

To Pauw Naigue 2d — Do you Know or do you not Know or are acquainted of any demand made on the Defendant for any Emeralds purchased by the Defendant If Yea what Emeralds were they and of whom were they purchased When or at what Parties Last time was such demand made By whom was the demand made What was the amount of money of such demand And what was the Defendants Answer upon making such demand to Him was you or was you not Ever at any time requested to make any proposals of Agreement between the Complainant and Defendant If Yea what was such Proposals or terms of Agreement to whom made and When And who desired you to make such proposals or terms of Agreement The Whole with your reasons at Large declare

To Manga pulle and Cundapah 3d — Did you or did you not Ever serve the Complainant in this Cause If Yea in what Capacity was you or was you not Ever at any time sent to make any demand on the defendant in this Cause for any Sum or Sums of Money If Yea by whom were you so sent and on whose Account and when and at what particulare time What was the amount in money of such demand or on what Account or for what was such demand made and in whose presence was such demand made And what was the Defendants Answer upon your Making such demand The Whole particularly declare with your reasons for such Your Knowledge at Large

To Mangapattee 4th — Do you or do you not Know of the Complainants ever going to the House of the Defendant during your Service with Him If Yea for what purpose did he so go there and who went with him Do you Know or do not Know of any Conversation that Passed between the Complainant and Defendant at the Defendants House during the Complainants Stay there at that time If Yea what was the purport or particulare of such Conversation and in whose presence And how came you to Know of such Conversation The whole particularly Declare

To Paupah Merchiah 5th — Did you or did you not Ever serve the Complainant If Yea in what Capacity and How long Do you Know or not Know of any Emeralds

&c.

Sold by the Complainant or any one belonging to him? If Yea to whom were such Emeralds Sold for what price when or at what particular time and where was they so sold What was the particulars relating to the Contract of the sale of Such Emeralds And what passed in Conversation or writing between the Seller and the Purchaser of such Emeralds at the time of the Sale thereof at any other time the whole particularly declare as you Know and do believe — Do you Know or are acquainted with the Exhibit marked A now Shewn you If Yea whose Hand writing is such Exhibit and when and one what Account was the same wrote To whom and when was the said Exhibit sent — The whole with your Reasons at Large declare —

To all the Witness Last — Do you Know or can you say any other matter or thing material for the Complainant or the Cause If Yea Set forth the same as you Know and do believe Together with the Reasons for Such your Knowledge and Belief

Archdale Palmer
Attorney for the Complainant

Honoured Sir

I have been to Ballahastinad to speak about the money for the Emeralds who says he Cannot pay money now but will very soon and makeing Stay Little time there went for Sundaramma and Davy both to help and persuade me to take a Bond for 3 months told them I Cannot do any thing myself but taking money as your Order Whereupon Sundaramma and Davy told me to Write you and say If you know they done these Agreement you shall Consent to take Bond and Thank his now money to gave you for present If you would please to give for these Agreement he shall pay you the money with Cadrus @ 8 P Cent for 3 Months the sum of your Eight hundred and Seventy five Pagods therefore I trouble you with this few lines to Command me the Answere to go here for me —

I am Sir

Your Most obediant humble
Servant
Pramma

Fort St George
11th March 1763 —

Sold by the Complainant or any one belonging to him? If Yea to whom were such Emeralds Sold for what price when or at what particular time and where was they so sold What was the particulars relating to the Contract of the sale of Such Emeralds And what passed in Conversation or writing between the Seller and the Purchaser of such Emeralds at the time of the Sale thereof at any other time the whole particularly declare as you Know and do believe — Do you Know or are acquainted with the Exhibit marked A now Shewn you If Yea whose Hand writing is such Exhibit and when and one what Account was the same wrote To whom and when was the said Exhibit sent — The whole with your Reasons at Large declare —

To all the Witness Last — Do you Know or can you say any other matter or thing material for the Complainant or the Cause If Yea Set forth the same as you Know and do believe Together with the Reasons for Such your Knowledge and Belief

Archdale Palmer
Attorney for the Complainant

Honoured Sir

I have been to Ballahastinad to speak about the money for the Emeralds who says he Cannot pay money now but will very soon and makeing Stay Little time there went for Sundaramma and Davy both to help and persuade me to take a Bond for 3 months told them I Cannot do any thing myself but taking money as your Order Whereupon Sundaramma and Davy told me to Write you and say If you know they done these Agreement you shall Consent to take Bond and Thank his now money to gave you for present If you would please to give for these Agreement he shall pay you the money with Cadrus @ 8 P Cent for 3 Months the sum of your Eight hundred and Seventy five Pagods therefore I trouble you with this few lines to Command me the Answere to go here for me —

I am Sir

Your Most obediant humble
Servant
Pramma

Fort St George
11th March 1763 —

Sold by the Complainants or any one belonging to him? If Yea to whom were such Emeralds Sold for what Price when or at what particular time and where was they so sold What was the particulars relating to the Contract of the sale of such Emeralds And what passed in Conversation or writing between the Seller and the Purchaser of such Emeralds at the time of the Sale thereof at any other time The whole particularly declare as you know and do believe — Do you know or are acquainted with the Schedule marked A now Shewn you If Yea whose Hand writing is such Schedule and when and to what Account was the same wrote To whom and when was the said Schedule sent The whole with your Reasons at Large declare —

To all the Things Last — Do you know or can you say any other matter or thing material for the Complainant on their Cause If Yea Set forth the same as you know or do believe Together with the Reasons for such your Knowledge and Belief

Archdale Palmer
Attorney for the Complainant

Honoured Sir

I have been to Ballahastna dos about the money for the Emeralds who says he Cannot Pay money now but will Pay soon and makeing Stay a little time I then went for Sundaramma and Davy both to help and persuade me to take a Bond for 3 months I told them I Cannot do any thing myself but taking money as your Order Whereupon Sundaramma and Davy told me to Write you and say If you know they done their Agreement you Could Consent to take Bond and I Shall take his now money to gave you for present If you would please to give for their Agreement he shall pay you the money with Cadrest @ 8 ℔ Cent for 3 Months the sum of your Eight hundred and Seventy five Pagods Therefore I trouble you with this few lines to Command me the Answer to go how forward —

I am Sir
Your Most obedient humble
Servant
Pramma

Fort St George
11th March 1763 —

Mayors Court at Madrasapatnam.

Between James West Complainant and Belchistna Dass Defendant

Depositions of Witnesses on this Cause by and before the Examiner on this Court as followeth.

Mangapettie of Madras Dubash Aged 24 Years or thereabouts, being produced and Witness on this Cause on the part of the Complainant was on the 12th day of November 1763 sworn at the Office of Mr. William Bishop Attorney for the Defendant by Canapa, who left a Note of the name, Title, and Place of abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth Viz.

1st I.....To the first Interrogatory this Deponent saith, he has known the Complainant 5 Years and the Defendant 2 Years or thereabouts.

2d D.....To the third Interrogatory this Deponent saith, he served the Complainant on this Cause on the capacity of a Dubash, and was sent by the Complainant to make a demand on the Defendant on this Cause for a sum of money on the said Complainants Account some time on the forenoon but does not remember how long ago or what was the amount in money of such demand, made on account of some emeralds in the presence of four or five Persons whose names this Deponent does not know, and the Defendants answer to the said demand as was delivered to this Deponent by the said Defendants Servant was, that if he would come in the Afternoon Belchistna Dass his Master would then pay him, this Deponent likewise further deposeth, that on the Defendants neglecting to comply with his said promise he went four or three time to get the said demand, and was always put off in like manner by the said Defendant, who told him to come again.

4th I.....To the fourth Interrogatory this Deponent saith that he does know of the Complainants going to the House of the Defendant during his Service with him to inforce the said demand, at which time this Deponent went with him about Noon, on the Complainants sending up a Message to the Defendant who was above, Viz. the Defendant sent down an answer that he was washing himself, and desired the Complainant would wait a little after the Complainants Mayen's about half an hour the Defendant sent down a second Message desiring the Complainant to go home to his Garden house and that he would pay him there on the Afternoon, the Complainant then told this Deponent to go up to the Defendant and tell him that would do for he must have the money then, the Defendant said very well when I come to the Garden I will bring the money with me, the Complainant then went

Mayors Court
Madraspatnam

Between James West Complainant and Bolakistna Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner of this Court as follows viz.—

Yaupah Shershaah of Madras White aged 22 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 12th day of November 1762 sworn at the Office of Mr William Bishop Attorney for the Defendant by Cmapa who left a Note of the name Title and Place of abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth viz.

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 2 Years and the Defendant 10 Years or thereabouts.

2 ..... To the 2d this Interrogatory this Deponent saith he served the Complainant as a Dubash for two Years and does know of two Emeralds being sold by the Wife of the Complainant to Bolakistna Defendant for Eight hundred and seventy five (875) Pagodas in the month of December 1762 at the Complainants Garden House, what passed or talking to the sale of the said two Emeralds between the Wife of the Complainant and the Defendant as follows Viz. That gave the two Emeralds into the Defendants hand, and told him that they were to be sold at thirty Pagodas per Ratter the Defendant said to her he would take them, and shew them to the Nabob if the Nabob liked them he would return and talk further about the price, if the Nabob did not like them he would return the Emeralds to her again, after the Defendants going away he Neither returned himself nor sent the Emeralds but kept them till the Month of February, when Mr West sent this Deponent to the Defendants house to know from him what was become of the Emeralds the Defendant told him the Nabob had got the Emeralds but the price of them was too great this Deponent then said to the Defendant if you will go and talk with Mr West about them I will settle their price the Defendant accordingly waited on Mr West and acquainted her the Nabob had got the Emeralds and if she would abate any thing of their price the Defendant would purchase them, or if She would not allow him three days and he would sell the Emeralds again Mr West then told the Defendant that Eight hundred and seventy five (875) Pagodas was the lowest price for the said two Emeralds if he had agreed to take them otherwise he might return the Emeralds in three days time the Defendant said he would take them at that Price this Deponent also

went away and more this Deponent saith not to this or to the last Interrogatory

Richard Latham

Examiner

Mayors Court at Madrasapatnam

Between James Hird Complainant and Balakistna Dass Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner of this Court as followeth—

Candapah of Madras Concoply Aged 25 Years or thereabouts being produced as a Witness on the Cause on the part of the Complainant was on the 12th day of November 1760 sworn at the Office of Mr William Bishop Attorney for the Defendant by Comapa who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth—

1st ... To the first Interrogatory this Deponent saith he has known the Complainant 2½ Years and the Defendant 20 Years or thereabouts—

3 ... To the third Interrogatory this Deponent saith, he did serve the wife of the Complainant as Concoply in this Cause and was sent by her two different afternoons (how long ago he does not remember) to make a demand on the Defendant for the Sum of Eight hundred and seventy five (875) Pagodas in the Complainants account, but upon what reason this Deponent cannot say nor particularly in whose presence the said demand was made the People at that time present being unknown to this Deponent, the first time this Deponent went to make the said demand the Defendant told him to send Papaw Shashawchellum and he would pay the money to her the second time the Defendants answer was that it was then a fast day and that he could not stir out for two or three days but when they were passed he would come and pay his Mistress, and more this Deponent saith not to this or to the last Interrogatory—

Richard Latham

Examiner

also further deposeth that Mrs West at the time of her contracting with the Defendant had an Account Book in her hand, and upon the Defendants agreeing to give the said Sum of Eight hundred and seventy five Pagodas (875) for the said two Emeralds she by the Defendants desire mentioned it down thereon, he having bought them at that Price, after the conclusion of the above Agreement the Defendant asked from the Purse of the Complainant the Loan of three thousand Pagodas and to take a Tent and four or five watches that were in her house, which said watches and Tent this Deponent had before spoken to the Defendant about, as he heard they were for sale Mrs West told the Defendant she would consider about it and send him word in two or three days whether she could lend him the money and sell him the Tent and Watches, after which the Defendant went away, for six days afterwards this Deponent went two or three times by Mrs Webbs order to the Defendant to demand the money for the Emeralds, the Defendant put off payment till the next day Mrs West then sent her man Concoply two or three times, and the Defendant put him off in the same manner, In the mean time Mr West the Complainant arrived here from Manilha and heard from his Wife every thing that had passed between her and Bolakistnadoss concerning the Emeralds the Complainant then went with this Deponent to the defendants House to demand the said money the Defendant told the Complainant that he had then no money by him to pay for the Emeralds, and desired the Complainant to receive a Note of Hand from him for the said Sum Mr West told him that he could not leave the money with him as he wanted to clear his Accounts having been six months absent at Manilha and the next morning went without Seapoy Velour to attend the Nabob, but on the Defendant delivering him his Note had no money Mr West Agreed at last to accept of an Interest Note of Hand payable on demand, Bolakistna Doss said it is now Evening and my Worker is gone home if you will send your Shashawchallum to morrow morning I will make out the said Interest Note of Hand and will deliver it to him, the Complainant then went away, the next morning this Deponent went to the Defendant by Mrs Webbs order the Defendant desired this Deponent to sit down a little while, and in the mean time sent for Seniva Ramah Chitty and Daniel Naique and desired them to perswade Him this Deponent to take a Bond for three months time which they both endeavoured to do, but this Deponent told them that he could not do such a thing without Mrs Webbs and Mr Wests that morning sent for Velour Seniva Ramah Chitty

and Daniel Marque them both Intreated this Deponent very much to write a Letter to Mr. West mentioning their names and that they were endeavouring to make such an Agreement between Him, this Deponent, and Bolchistna Doss, this Deponent accordingly wrote a Letter to Mr. West the same as now shewn to him, three Days after Mr. West told this Deponent that she had received an answer to her Letter from Mr. West wherein he says that he does not like accepting of a Bond, because he heard that Bolchistna Doss was a Bankrupt and that he meaning this Deponent need not go any more to demand the money as Mr. West himself would come and get it and more this Deponent saith not to this or to the last Interrogatory.

Pappoo Sashaw Chetum

Richard Lathom

Examiner

Interrogatories to be administered to Dancotta of Madras Merchant a Witness produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein James West of Madras Captain of Foot is Complainant and Bolchistna Doss of the same place Merchant is Defendant

1st Interrogated ... Do you Know the parties Complainant and Defendant in this Cause or either of them If Yea how long have you so known them or either and which of them declare

2d ... Do you know or are acquainted with the Paper writing marked B now produced before you If Yea what does the same contain or was it or was it not ever in your possession If Yea how came it so or who gave it you and for what purpose was it so given you did you or did you not ever receive any sum or Sums of money of the Complainant or any one for him If Yea to what sum or sums of money and of whom and for what or on what Account

Last ... Do you know or can you say any other matter or thing material for the Complainant in this Cause If Yea set forth the same as you know have heard or do believe together with the reasons for such your Knowledge and Belief

Archdale Palmer

Attorney for the Complainant

which the Complainant told this Deponent that Mr Palmer would get for him to whom he sent him with the aforesaid Paper Writing and more this Deponent saith not to this or to the last Interrogatory

Richard Lathom

Examined

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of Belakrishnadass of Madrass Merchant in a certain Cause wherein the said Belakrishnadass is the Defendant and James West of Madras aforesaid Captain of Foot is the Complainant

1st Do you know the Parties Complainant and the Defendant in this Cause or either and which of them If Yea how long have you known them or either and which of them declare

2d Do you know Papaia Shashachellum If Yea did he or did he not come to the House of the Defendant and ask him whether the Two Emralds which the Defendant Received of the Wife of the Complainant were sold did or did not the defendant then Acquaint him that the Sarcar belonging to the Nabob Mahomedalls Cause offered only Twelve Pagodas a Ratlee for the said Two Emralds did or did not the Defendant offer to Return the said Two Emralds by the said Papaia Did he or did he not then desire the Defendant to keep them until he had a Convenient opportunity to dispose of the said Two Emralds to the said Nabob the whole you know touching the premisses in this matter to the best of your Knowledge and Belief Particularly declare

3d Do you know or do you not know whether the Defendant was Applyed to by any Person for the Loan of three thousand Pagodas on Land Security If Yea at time the Defendant was treating with some persons to procure that sum Did or did not the said Papaia inform the Defendant he would prevail on the Wife of the Complainant who had money by her to Lend the said Person three thousand Pagodas In Case the Defendant would Sell the said Two Emralds at the Rate of Twenty four Pagodas per Ratlee and five Watches and One Jar at the prices which should be Agreed upon between the Complainant and Defendant The whole you know in this matter to the best of your Knowledge and Belief Particularly Declare

4th Do you know or do you not know whether the Complainant in Company with the said Papaia the Same or not did or did not call at the house of the Defendant at which time were in Company with the Defendant

other

Belakrishna & Wm Armand

Approved & Order of Court abovereading

J. Mostyn Reg

Dr Balance

The Bearer Denacotal is the Man my Wife bought the five Emeralds of. I have already pay'd him 200 Pagodas he was to receive in the whole 750. now if Amjahboy does pay you, or if he can get him to pay any part of my four Hundred Pagodas that you are Desiring him to take a receipt from the said Denacotal on account of the 750 Pags the full price of the Emeralds that was afterward sold to Belchiradoss.

8br July 1763

Jam Dr Palmer

Your most Obed. Servt.

J West

if the said Amjahboy pay You One Hundred Pags in five days that you may give him my Brameny and take his receipt

Mayors Court at Madraspatnam

Pulvenen James West Complainant
and Belchidna Doss Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner on this Court as followeth

Dandolla of Madras Merchant Aged 35 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant sworn on the 15th day of November 1763 sheweth at the Office of Mr William Bishop Attorney for the Defendant by Comapa who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he has known the Complainant 11 Years and the Defendant 10 Years or thereabouts

2 To the Second Interrogatory this Deponent saith he is acquainted with the Paper Writing marked B now produced before him which was in his possession and contains an account of a Ballance of money due to this Deponent from the Complainant on the sale of two Emeralds which he had disposed of to the Complainants Wife and the said Paper Writing was given to this Deponent by the Complainant as an acknowledgement of the Ballance due to him upon the sale of the said Emeralds this Deponent further deposeth that he received two hundred (200) Pagodas from Mrs West when he first sold her the Ballance now remaining due to him is five hundred and fifty (550) Pagodas

which

Suppressed by Order of Court as too Leading J. McStorg Esq.

other Person? did or did not the said Papau Request the Defendant to desire those Persons to Retire? was or was not the Complainant and Defendant and said Papau some time by themselves? &c. or did not the said Papau when the Complainant went away Return to the Company? and was you or was you not present and in the presence of Gopall Dass when the said Papau declared on the Complainants Enquiry after the said Gopall dass that he the said Gopall Dass was Dead? the whole you know touching the premises to the best of your Knowledge and Belief Particularly Declare.

5th Witness Saith 5.... Do you know or do you not know the Two Emeralds now shewn unto You? If Yea To whom do or did the said Emeralds belong was or was not these Emeralds Pledged with you? If Yea by whom were the said Emeralds Pledged and were the said Emeralds or were they not Redeemed for the Sum of Two Hundred Pagodas? was it or was it not at the time that Nabob Mahomedally Cawn was at Madras? have you or have you not heard the said Emeralds were Redeemed in Order to be disposed of to the said Nabob? have you or have you not in your Possession a Mortgaged Obligation of the said Emeralds? If Yea by whom were the said Emeralds Mortgaged? have you or have you not in your Possession an Agreement for the Redemption of the said two Emeralds? the whole you know touching this matter to the best of your knowledge and Belief Particularly declare.

Suppressed by Order of Court as too Leading J. McStorg Esq.

6th Witness Saith 6.... Do you know Papau Shashachellum Comiquey to the Complainant? If Yea did he or did he not when the Nabob Mahomedally Cawn was at Madras Call at the House of the Defendant and deliver a Message to him Signifying the Wife of the Complainant wanted to Speak with the Defendant? did or did not the Defendant in Company with you wait on her? did or did not the Defendant in Company with you wait on her? did or did not the Wife of the Complainant in your presence then produce two Emeralds? are or are not these two Emeralds now shewn unto you the same two Emeralds? If Yea were or were not the said Emeralds in Things and the Tops of the Things Sealed as they now appear to you? did or did not the Wife of the Complainant desire the Defendant to dispose of the said Two Emeralds to the Nabob in case he could sell them at the Rate of Twenty Five Pagodas a Ratlee as he was Informed the Nabob gave upon Price for precious Stones and did or did not the Defendant then Inform the Wife of the Complainant they were Excessive Dear? did or did not the Defendant Receive the said two Emeralds of the Wife of the Complainant in the same manner as now shewn you? Do you know or do you not know the price the Lascar to the Nabob offered per Ratlee for the said Emeralds? If Yea were you Present at that time? did or did not the said Papau some few days after call at the House of the Defendant and in your presence ask the Defendant whether he had sold the said two Emeralds? did or did not the Defendant then inform the said Papau the price that

the

the said Emeralds were Valued at by the said Sircar she offered to Return them back by the said Papaw? did or did not the said Papaw desire the Defendant to keep the said two Emeralds and take the first Convenient opportunity to dispose of them to the Nabob? did or did not the said Papaw at the same time and your presence declare that the said two Emeralds were his property and did not belong to the Complainant and Repeated his Request to the Defendant to Endeavour to dispose of the said two Emeralds? Can you say or do you know whether the Defendant again offered the said Emeralds to the said Sircar? If Yea what price did the Sircar again Value the said Emeralds? Can you say or do you know whether the Defendant Acquainted the said Papaw that the said Papaw that the said Sircar Offered no further more per Ratte than as before? did or did not the said Papaw in your presence Request the Defendant to transmit the said Emeralds to his Agent at Arcot to Offer them again for sale to the Nabob who was about to march to that place? Can you say or do you know whether or whether not the said Papaw soon after the Nabobs Departure Brought any Message from the Wife of the Complainant whom he said desired the Defendant to send the said two Emeralds to his Agent at Arcot in Order to be Shewn to the Nabob for sale through another Channell? Did or did not the Defendant to your Knowledge or belief send the said two Emeralds to his Agent at Arcot? Do you Know or Can you say whether or whether not that the Defendant was Applyed to by any Persons to Procure him the Sum of three thousand Pagodas on Land Security? were you or were you not present at the time when the Defendant was treating with Sundry persons to procure him that Sum? did or did not the said Papaw in your presence Inform the Defendant that the Wife of the Complainant had money by her and that he would prevail with Her to lend the said Person the sum he wanted Do Can the Defendant would Engage that person to purchase the said Emeralds at twenty five Pagodas per Ratte and also to purchase five Watches and one Sett at the price which should be Agreed upon between the Defendant and the Wife of the Complainant? did or did not the said Person to your Knowledge Accept the Terms? was or was not the Defendant Introduced by the said Papaw to the Wife of the Complainant at which time it was agreed between the wife of the Complainant and the Defendant that the said Person should pay for the said two Emeralds twenty five Pagodas per Ratte but the Price of the said five watches and Sett was not then fixed? Do you know or can you say whether the Wife of the Complainant did or did not at that time Agree to furnish the said Person with the said sum? If Yea did she or did she not fix some certain time for procuring the said Sum and in failure thereof the Agreement to be void? did or did not the Wife of the Complainant Comply with her said Engagement? Do you know or can you say whether or whether not and what

Shashachellum did go to the house of the Defendant and asked him whether the two Emeralds which the Defendant received from the wife of the Complainant were sold, at which time the Defendant did then acquaint him, that the Sircar belonging to the Nabob Nasieree Alley Cawn offered only Twelve Pagodas a Ratlee for the said two Emeralds the Defendant then returned the two Emeralds to Papaw Shashawchellum who again gave them back to the Defendant and desired him to keep them until he had a convenient opportunity to dispose of the said two Emeralds to the said Nabob and more this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith the Defendant applyed to Papaw Shashawchallum for the loan of three thousand Pagodas on Land Security who told the Defendant that he would prevail on the wife of the Complainant who had money by her to lend him the said Sum but upon what terms this Deponent cannot say

4th To the fourth Interrogatory this Deponent saith that the Complainant did in Company with the said Papaw his Connicopoly call at the house of the Defendant at which time were in Company with the Defendant other persons and that the said Papaw did request of the Defendant to desire those persons to retire, likewise that the Complainant and Defendant and the said Papaw were some time by themselves, and that the said Papaw when the Complainant went away returned to the Company and this Deponent was present and in the presence of Gopall Dose when the said Papaw declared on the Complainants enquiry after the said Gopall Dose, that he said Gopall Dose was dead, and more this Deponent saith not to this or to the last Interrogatory

Cross Interrogatory

Richard Latham

Examined

The Depositions to the 2 & 4th Interrogatorys were suppressed by Order of Court on Account of the Interrogatories being too Leading

J. Mc. Hunt Regr

what time the Complainant called at the House of the Defendant with the said Papaw was there or was there not Company with the Defendant at that time which the Complainant desired to Relate? and was or was not the Defendant and Complainant with the said Papaw sometime by themselves and when the Complainant left the Defendant did or did not the said Papaw come into the Room where you and some other Persons were present Declare that on the Complainants Enquiry after your Welfare that He Informed the Complainant you were dead? Can you say or do you know whether or whether not a few days after the Conference of the Complainant and Defendant whether the Defendant did or did not Receive a Note in the English Language? If yea know you or know you not the Contents of the same? did or did not the Defendant send or Message to the Complainant in Answer to the said Note? If yea do you know or can you Remember the purport of the Defendants Message to the Complainant? are you or are you not Employed by the Defendant to keep his Account? The whole you know and can say touching the premisses to the best of your Knowledge and Belief Particularly declare?

To all the Interrogatories } 1st Do you know or can you say any other Matter or thing Material for the Defendant in this Cause? If so set forth the same as you know have been Informed or do Believe with the Reason of such your Knowledge and Belief

Wm Bishop
Attorney for the Defendant

Mayors Court at Madrasapatnam

Between James West Complainant
and Balakistnadass Defendant

Depositions of Witnesses in this Cause by and before the Examiner in this Court as follows Viz.

Balakistnad of Madras Merchant Aged 26 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant sworn on the 9th day of November 1763 sheweth at the Office of Mr Archdale Palmer Attorney for the Complainant by Corapa who left a Note of the name Title and place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth Viz.

1st To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 10 Years or thereabouts

2d To the second Interrogatory this Deponent saith he does know Papaw Shashawchellum and likewise deposeth that the said Papaw Shasha-

Deposed

Mayors Court at Madrasspatnam

Between James West Complainant and Balakrishnadoss Defendant

Depositions of Witnesses taken on this Cause by and before the Examiner of this Court as follows Viz.

Nellam Ramana of Madras Merchant Aged 33 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 9th day of November 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Conopa who left a Note of the Name title and Place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth and followeth Viz.

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 18 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he does know Papan Shashawchallum and likewise deposeth that the said Papan Shashawchallum did go to the house of the Defendant and asked him whether the two Emeralds which the Defendant received from the wife of the Complainant were sold, at which time the Defendant did then acquaint him, that the Jewar belonging to the Nabob Mahomed Ally Cawn offered only Twelve Pagodas a Ratee for the said two Emeralds, the Defendant then returned the two Emeralds to Papan Shashawchallum who again gave them back to the Defendant and desired him to keep them untill he had a convenient opportunity to dispose of the said two Emeralds to the Nabob, and more this Deponent saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith saith the Defendant applyed to Papan Shashawchallum for the loan of three thousand Pagodas on Land security and that the said Papan Shashawchallum told the Defendant he would prevail on the wife of the Complainant who had Money by her to lend him the said Sum, but upon what Terms this Deponent cannot say

4th ..... To the fourth Interrogatory this Deponent saith that the Complainant did in Company with the said Papan two Concopy call at the house of the Defendant, at which time were in Company with the Defendant other Persons and that the said Papan did request of the Defendant to desire those Persons to retire, likewise that the Complainant and Defendant and the said Papan were some time by themselves, and that the said Papan when the Complainant went away returned to the Company, and this Deponent was present, and in the presence of Gopall Doss to whom the said Papan

Papaw declared on the Complainants enquiring after the said Gopaul Dose that he
said the said Gopaul Dose was dead and more this Deponent saith not to this or to
the last Interrogatory

Richard Latham
Examiner

The Depositions to the 2d and 4th Interrogatories
were suppressed by Order of Court on Account of the
Interrogatories being too leading
J. MacStone
Regr

Mayors Court &c
Madrasapatnam

Bilmeen James West Complainants
and Bolokishnadoss Defendant

Depositions of Witnesses taken in this Cause by and before the
Examiner in this Court as follows viz.—

Duncan Davey of Madras Diamond Merchant Aged 38 Years or thereabouts
being produced as a Witness on this Cause on the part of the Defendant was on the
12th day of November 1763 sworn at the Office of Mr. Archdale Palmer Attorney
for the Complainant by Comapa who left a Note of the same Title and Place
of abode of the said Deponent, and afterwards on the same day being sworn and
examined deposeth as following viz.—

1st To the first Interrogatory this Deponent saith, he is not acquainted with
the Complainant but that he has known the Defendant 12 Years or thereabouts

2d To the fifth Interrogatory this Deponent saith, he does know the two
Emeralds now shewn to him which said Emeralds belong to one Papaw
Narnapa Father to Papaw Shashawchellum, and were pledged to his
Deponent by the said Papaw Narnapa and were again redeemed for
the Sum of Two hundred Pagodas at the time that the Nabob
Mahomed Ally Caun was at Madras if possible to be disposed of to
him. This Deponent likewise deposeth that he has in his possession
a Mortgage Obligation of the said Emeralds Mortgaged to him by
Papaw Narnapa, and also an Agreement for the redemption of the
said two Emeralds redeemed by Papaw Shashawchellum, and more
this Deponent saith not to this or to the last Interrogatory

Duncan Davey

Richard Latham
Examiner

The Depositions to the 3d Interrogatory were
suppressed by Order of Court on Account of the Interrogatories
being too Leading
J. MacStone Regr

Mayors Court at Madraspatnam

Between James West Complainant and Balakrishnadoss Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court, as follows viz.—

Gopaldoss of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 9th day of November 1763 sworn at the Office of Mr Arendale Palmer Attorney for the Complainant by Conapah who left a note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as follows viz.—

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 3 Years and the Defendant 16 Years or thereabouts.—

6th ..... To the Sixth Interrogatory this Deponent saith he does know Papan Shallum Concopply to the Complainant, likewise that the said Papan Shashawchallum did when the Nabob Mahomed Alley Cawn was at Madras call at the house of the Defendant and delivered a Message to him signifying the wife of the Complainant wanted to speak with the Defendant at which time the Defendant in Company with this Deponent waited on her, the wife of the Complainant when in this Deponents presence produced two Emeralds which were the same as those two Emeralds now shewn to him, and were in strings, and the tops of the strings sealed as they now appear to him, which said two Emeralds the wife of the Complainant desired the Defendant to dispose of the Nabob, in case he could sell them at the Rate of Twenty five Pagodas & Rattee as she was informed the Nabob gave a good price for precious Stones the Defendant did then inform the wife of the Complainant they were exceedingly dear but receive the said two Emeralds of the wife of the Complainant in the same manner now shewn to him, this Deponent also deposeth that the price the Sircar to the Nabob offered per Rattee for the said Emeralds as told to him by the Defendant was Twelve Pagodas & Rattee, this Deponent himself not being present at that time, moreover that same days after the said offer the said Papan did call at the house of the Defendant and in this Deponents presence asked the Defendant whether he had sold the two said Emeralds, to which time the Defendant did then inform the said Papan of the price that the said Emeralds were valued at by the said Sircar and offered to return them back by the said Papan, the said Papan

Gopaldoss

Mayors Court at Madraspatnam

Between James West Complainant and Bolakeenadoss Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court, as follows Viz.—

Gopaul Doss of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 9th day of November 1763 sworn at the Office of Mr. Archdale Palmer Attorney for the Complainant by Canapathy who Offs a note of the same Title, and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as follows Viz.—

1st To the first Interrogatory this Deponent saith he has known the Complainant 2 Years and the Defendant 16 Years or thereabouts.—

6th To the Sixth Interrogatory this Deponent saith he does know Papan Shashawchallum Comcopty to the Complainant Viz. that the said Papan Shashawchallum did when the Nabob Mahomed Alycawn was at Madras call at the house of the Defendant and delivered a Message to him signifying the wife of the Complainant wanted to speak with the Defendant at which time the Defendant in Company with this Deponent waited on her the wife of the Complainant then in this Deponents presence produced two Emeralds which were the same as those two Emeralds now shewn to him, and were unstrung and the tops of the strings sealed as they now appear to him, which said two Emeralds the wife of the Complainant desired the Defendant to dispose of the Nabob, in case he could sell them at the Rate of Twenty five Pagodas p Rattee as she was informed the Nabob gave a good price for precious Stone the Defendant did then inform the wife of the Complainant they were exceedingly, but receive the said two Emeralds of the wife of the Complainant in the same manner now shewn to him this Deponent also deposeth that the price the Sircar to the Nabob offered per Rattee for the said Emeralds as told to him by the Defendant was Twelve Pagodas p Rattee this Deponent himself not being present at that time, moreover that same days after the said offer the said Papan did call at the house of the Defendant and in this Deponents presence, asked the Defendant whether he had sold the two said Emeralds, at which time the Defendant did then inform the said Papan of the price that the said Emeralds were valued at by the said Sircar and offered to return them back by the said Papan who

Agreement to be void, this Deponent moreover saith that the wife of the Complainant did not furnish the money at the stated time she had agreed with the Defendant, and also depose & that the Complainant called at the house of the Defendant together with the said Papaw at five in the Evening upon what day of the week or how long ago this Deponent does not remember but that some there was Company with the Defendant which the Complainant desired to retire, the Defendant & Complainant and the said Papaw were then some time by themselves, and when the Complainant left the Defendant the said Papaw came into the Room where this Deponent and some other persons were present, and told them declared that on the Complainants enquiry after the welfare of him, this Deponent & her had informed the Complainant that this Deponent was dead three months after the Conference of the Complainant and Defendant, the Defendant received a Note from the Complainant in the English Language the particular Contents of which Note this Deponent is not acquainted with, but saith that the Message which the Defendant sent in answer to the Complainants Dubashe who brought the Note was that he had not brought the above said Emerald and did not owe any money to his Master, and also told this Deponent that Mr. Weston had not forgiving the money according to the stated time had never desired him to renew the Engagement & the upon him not fulfilling became void, and more this Deponent saith not to this or to the last Interrogatory

54 [illegible] 451 459

Richard Latham

Examined

The Depositions to the 6th Interrogatory were suppressed by Order of Court in consequence of the Interrogatories being too Leading

J. Mostyn Regr

Mayors Court at
Madras

Tuesday the 16th day of April
Anno Domini 1765

L.S

Present
George Baker Esquire Mayor
Peter Manzelle John Debonaire
Edward Raddon & Anthony Sadleir
Aldermen

Between James Nesbit of Madras
Captain of Foot Complainant and
Dchristna dose of Madras Merchant
Defendant

Mayors Seal

This Cause coming on to be heard and debated this
day in the presence of the Complainant and of the Attornies on both sides
for Reporting the Complainants Bill the Defendants Answer the Replication
thereunto and the Interrogatorys and depositions on the part of the Com-
plainant with an original Deed annexed the Interrogatories and
Depositions on the part of the Defendant on hearing the pleadings made
read by the Attornies and an due Consideration had thereon It is Ordered
and Decreed by the Court that the Complainant hath proved sufficient good
Title to the Premises in the Bill mentioned and that the Defendant is
thereupon Entitled to Order and decree and doth accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and Just Sum of Eight
hundred and Seventy five Pagodas being the amount of the Sum mentioned for
which the said Premises are to be sold with Interest as aforesaid shall hereafter become due
from the date of full Payment be made also all Costs of this Suit

Ex Cur

Budnon 10th 17 and may it please this honorable Court the said Corrick Dumsted wilfully and wilfully refuse to give your Orator any manner of Satisfaction touching the Premises Your Orator prays a general Relief as to this Honorable Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Corrick Dumsted may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and interrogated and be decreed to pay unto your Orator the aforesaid Sum with all such Interest as now is or shall hereafter grow due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Corrick Dumsted to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the districts thereof personally to be and appear before this honorable Court at a certain time and place to be by this honorable Court prefixed and appointed then and there to stand bound & abide by such Order and Decree therein as to this Honorable Court shall seem Meet

C. Bromley
Attorney for the Complainant

Bl

Court of Appeals at Madraspatnam

Thursday 6th June 1765

Between Bda Krishnadoss of Madras Merch. Appt

& James West of the same place Respt

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the Sixteenth day of April last past and upon due Consideration had of the matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both sides the Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Decree of the Honorable the Mayors Court given in this Cause do stand confirmed and that the Appellants Petition be hence dismissed with Costs.

Present Wm Aldersey Esq. Chief of Appeals

Read and filed 5th June 1764

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Lawrence de Silva of Madras Inhabitant that Coreck Dhurzee of Madras aforesaid Musicianer stands indebted unto your Orator in the sum of six hundred ninety eight Pagodas twenty four fanams and forty Cash being the Ballance of an Account hereto annexed for the inspection of this Honorable Court reference to the same will more fully appear which said Sum after the rate of Eight Shillings Sterling Pagoda will amount to two hundred seventy nine Pounds and Eleven Shillings Sterling money of Great Britain And Whereas your Orator hath frequently and in an amicable manner requested payment of the said Coreck Dhurzee

Pay

Dr. Erick Bauer Esqr and by Curtesy to the Estate and Effects of Christian Dunc

1764 June.	To the following Sums Paid and Expended by me on your deceased Wifes Account as p Account Particulars which your deceased Wife Signed to upon the Receipt thereof viz.t		
	To Cash lent her in ready money	31.-.-	
	To Do Do	9.-.-	
	To Do Do	100.-.-	
	To Cash paid for Bricks	10.-.-	150.-.-
	To a Note of Hand that was due to me from Jacob Hepner and which your deceased Wife received	14.36.-	
	To a Piece of Ground which belonged to me and which Piece of Ground your deceased Wife Sold to I. McKehnie	36.-.-	
	To Cash left in the hands of your deceased Wife as a Legacy for my Son on my departure to Manhilla	50.-.-	
	To Cash received by your deceased Wife of Mr. Aldersey on my departure to Manhilla @ 5 p.r p.r Month being an Allowance left Me by Mr. Geo. Mackay my late Master	45.-.-	
	To a large Marteven Jar of mine sold by your dec.d Wife	7.-.-	
	To Cash paid Mat. Mendes for Debt and Widows on Account of your deceased Wife	12.-.-	
	To 15 Palmeras Chunam 3 p.r Nails & Salvia and received by your deceased Wife for	14.-.-	178.36.-
	To Cash paid Funeral Charges on Account of Your Wife as p receipts &c.		10.3.10
	To Cash paid for 5000 Wall Bricks to Mr. Parley as p Bill		6.-.-
	To Cash paid your deceased Wife for her Board and Maintenance for 9 Years after the rate of 36 p.r Month		324.-.-
		Pagodas	648.24.10

Sir T. Hyde Error

This Cant. Rose dead in Acc.t with Lawrence de Silva of Madras Inhabitant

To Ballance			698. 24. 10
		Pagoda's	698. 24. 10

8. June 1764.
Received
of Lorenco de Silva

Fanams and forty Cash and five Pagodas this Defendant Readily admits of
This Defendant now proceeds to the Last and most remarkable
Article of three hundred and twenty four Pagodas said to be paid for the Main-
tenance of this Defendants Wife for the Space of Nine years this Defendant
has never seen nor does he think that the Complainant is Possessed of any
Receipts Agreement or Vouchers whatever to support this Charge This Defendant
believes the same to be false and in no wise admits of it as this Defendant believes
the deceased never stood in need of this money for her Support But this Defendant
prays that the Complainant may set forth the time of this Extraordinary Charge
All which matters and things this Defendant is ready to aver maintain
and prove as this Honble Court shall direct and humbly prays that he may
be hence dismissed with his reasonable Costs and Charges this behalf most
wrongfully sustained

Archdale Palmer
Attorney for the Defendant

Enoch Dunsted

Read and filed
31st July 1764

The Replication of Lawrence Deshon
of Madras Inhabitant Complainant to the
Answer of Enoch Dunsted of the same place
Musician Defendant

This Repliant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit and Advantage of Exception
to the many Errors Uncertainties and Insufficiencies in the said
Answer Contained for Repliation thereunto saith that all and singular the
matters and things in this Repliants Bill are true as the same are therein
alleged and set forth and that the Answer to the said Bill is in many respects
very untrue Imperfect and insufficient in the Law to be replied unto And this
Defendant further saith that he does still insist that the Defendant is
indebted unto him in the full and just sum of six hundred and ninety
eight Pagodas twenty four fanams and forty Cash as is already set forth
in the Account Current annexed to this Repliants Bill of Complaint on
account of his deceased Wife But this Repliant cannot admit of the
Pretended and Fictitious Assertions made use of in the Answer of the
Defendant wherein he the Defendant has set forth that he is only indebted

unto

Jamaine and forty Cash and five Pagodas This Defendant Readily admitts of
This Defendant now proceeds to the Last and most remarkable
Article of three hundred and twenty four Pagodas said to be paid for the Main-
tenance of this Defendants Wife for the Space of Nine years As this Defendant
has never seen nor does he think that the Complainant is possessed of any
Receipts Agreement or Vouchers whatever to support this Charge This Defendant
believes the same to be false and in no wise admitts of it As this Defendant believes
the deceased never stood in need of this money for her support But this Defendant
prays that the Complainant may set forth the time of this Extraordinary Charge
All which matters and things this Defendant is ready to aver maintain
and prove as this Honble Court shall direct and humbly prays that he may
be hence dismissed with his reasonable Costs and Charges This Defendant
wrongfully sustained—

Archdale Palmer
Attorney for the Defendant

Enoch Durnford

Read and filed
31 July 1764

The Replication of Lawrence Desilva of Madras Inhabitant Complainant to the Answer of Enoch Durnford of the same place Musician Defendant

This Replicant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections and Insufficiencies in the said Answer Contained for Replication thereunto saith that all and singular the matters and things in this Replicants Bill are true as the same are therein alledged and doth further Aver that the Answer to the said Bill is in many respects very untrue Insufficient and Imperfect and the Law to be applied unto the said This Defendant further saith that he does still Insist that the Defendant is indebted unto him in the full and just Sum of Six hundred and seventy Pagodas towards four years and forty Cash as is already set forth in this Complainants Bill of Complaint and this Replicant cannot admit of the Allegations made use of in the Answer of the Defendant wherein he the Defendant has set forth that he is only indebted unto

make this Repliant indebted in the Sum of one hundred and seventy seven Pagodas
twenty four Fanams and forty Cash, but to the contrary thereof this the Defend-
ant offered this Repliant by means of a certain Person the sum of two
hundred Pagodas before the Commencement of the present Suit and which
regard to what the Defendant has asserted in case the first Article.
one hundred and fifty Pagodas debated him on the Account Current
annexed to this Repliants Bill of Complaint and which said sum the Defendant
says he cannot admit of except the sum of ten Pagodas this Repliant in regard
thereto humbly begs leave to set forth that his deceased Wife did sign to
a small Book upon her receiving the said Amount which this Repliant
thinks is sufficient Voucher to produce when this Honorable Court
shall think fit And to the sum of one hundred and seventy eight Pagodas
and thirty five Fanams which the Defendant admits of except the same
of thirty six Pagodas for a Piece of Ground which the Defendant pretends to
say to be his Property as the Bill of Sale thereof was in the Name of
this Repliant humbly begs leave to set forth that at the time he this Repliant
bought the said Piece of Ground of the Defendant was for the sum of thirty
Pagodas with an intention to have built a small House for himself and
family he could not then procure a Choultry Bill of Sale for the same
together with the several other Inhabitants who intended to build near
the same as he this Repliant was obliged to proceed to Manilla with this
Master Claud Russell Esquire for which reason he left it entirely to the
Management of his the Defendants deceased Wife with orders to get a
Choultry Bill of Sale in the Name of this Repliant and this Repliants
also saith that before his departure to Manilla he desired a certain Person
here to reconcile together with the Defendants Wife on getting a Choultry
Bill of Sale made out in this Repliants name who accordingly in the
Absence of this Repliant went to the deceased concerning it who said that
she had procured a Bill of Sale as also to the Ground for the sum of thirty
six Pagodas which she was answerable for and would pay the same
to her Brother this Repliant on his Arrival there, which this Repliant
will prove in due course of time and that the said Piece of Ground
belonged to this Repliant notwithstanding the Defendant deceased
Wife was in possession of the same by virtue of the said Choultry Bill of Sale
Pagodas for a Term and the Defendant also owes this Repliant fourteen Pagodas for

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Rejoynder of Emin Dievanled
of Madras Musician to the Replication
of Lawrence de Sylva

Rejoynder filed
8th August 1764

This defendant now and at all times hereafter saving and reserving to himself all and all manner of advantage and benefit of Exception to the many Errors Insufficiencies and uncertainties in the said Replication contained for Rejoynder thereunto saith that this Defendant Answer is True and sufficient in the Law to be Replied unto and this Defendant further saith that Headmits that he did in discourse with the aforesaid Person say that he would rather give the Replyant two Hundred Pagodas than be troubled with the present dispute which was to show the Replyant how much inclined he was to terminate the said Difference and how far he was from a Litigious disposition But this Defendant cannot think that this was a sufficient acknowledgment of this Defendant that so much was due to him

This defendant cannot admit of the deceased Signature to a small book as set forth by the Replyant to be a sufficient Voucher to support the truth of the demand of one hundred and seventy Pagodas the first Article in his Account annexed to his Bill of Complaint

This defendant still insists as alledged in his Answer to the Complainants Bill that the Replyant has no title to the amount of the price of Ground being thirty six Pagodas sold to John Martin Pehmer on the Contrary the same was the property of the deceased Wife for which she was payed by a proper Bill of sale which this Defendant conceives she would not have procured in her name was the same the property of the Replyant and to show How little the Replyant is acquainted in this matter This Replyant sets forth that the said Piece of Ground was sold for sixty Pagodas and three quarters which appears by the Bill of sale thereof what this Replyant asserts relating to the deceased's acquainting a Person employed by the Replyant that she had procured a Bill of Sale of the Ground this defendant conceives by this she meant the Bill of Sale she had procured of the whole Ground which she had done in her name

This Defendant as already set forth in the Answer to the Complainants Bill cannot admit that the Complainant has any right to his demand of Seven Pagodas for Flour and fourteen Pagodas for

Cheroute

Duncan and Palmeiras.

This Defendant cave never admit the Last article of the Charge for the Maintenance of this Defendants Wife As to what the Replyant alledges of this Defendants Wifes being under the Care of George Mackay Esqr. This Defendant conceives this to be a matter of no moment to the merits of the Present suit This Defendant believes to be Fictitious This Defendant is well assured that his said Wife maintained a Child of the Replyants at her own Expence.

And this Defendant says as to and by his said Answer he has already said and does and will aver all and every matter and thing therein Contained to be True as the same are therein and thereby alledged and Expressed.

Nicholas Palmer
Attorney for the Defendant

Interrogatories to be administered to such Persons as shall be produced Sworn and Examined on a certain Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam Wherein Lawrence De Silva of Madras Inhabitant is Complainant and Erick Dunsdel of the same Place Musician is Defendant.

On the part and behalf of the Complainant Viz.

1st Interr. Do you know the above parties Complainant and Defendant if yea

2d Interr. How long have you known them or either and which of them Declare

3d Interr. Do you know or are you acquainted with Costiena de Silva the late Wife of the Defendant Erick Dunsdel and Sister to the Complainant Lawrence de Silva if yea how long did you know her

4th Interr. Do you know or are you acquainted with the Hand Writing of the said Costiena de Silva and the method of the same if yea is the Hand Writing subscribed to the Bill of particulars and annexed Book hereto exhibited and shewn to you at the time of your Examination the proper hand Writing of the said Costiena de Silva if yea at what time and on what occasion and where any person or persons or were you by when the said Costiena de Silva wrote the same if yea Declare all you know concerning the same

Cos Carvalho
Dennys Samuel
Jacob de Lough
Pascal Bellegarde
Jean Lorry

5th Interr. Do you know or have you heard of any Ground sold to the Complainant Pascal Bellegarde by the Wife of the Defendant if yea what were the Conditions of such Sale whether

The Contents of a Small Book

Memorandom Money & Land for any Sister month

of May

Pagodas	38.–
Month of June	9.–
Pagodas	100.–
Paid for the Book	10.–
Pagodas	150.–

Christina de Silva

Memorandom Letter Boy Sister Note of Mr. Jacob 14 Pagodas

Account of my Ground	36.–
Cash Letter for my Son	50.–
To Cash paid Mathew Mendis for Door and Windows for the House in Account of my Deceased Sister	12.–

Mayors Court &c
Madrasapatnam

Between Laurence de Silva Complainant and Enoch Durnford Defendant

Depositions of Witness taken in this Cause by and before the Examiner in this Court as followeth—

Dias Carvalho Portuguese of Madras Inhabitant Aged 48 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of October 1764 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Conapa who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth—

1st To the first Interrogatory this Deponent saith he has known the Complainant 10 Years and the Defendant 1 Year or thereabouts—

2d To the Second Interrogatory this Deponent saith he knows Cristina de Silva the late Wife of the Defendant Enoch Durnford and Sister to

to

whether was the same by Writing or Word of Mouth and for what Sum was such Purchase made, and what Title did the Defendant Hese promise to make to the Purchaser and how was such Promise fulfilled and whose Act such Possession into Possession and what of this you know more particularly Declare and set forth—

Pascoal Agario 5. Were you any ways privy to or concerned with Cristina de Silva the Wife of the Defendant in procuring a Bill of Sale of the same if so in whose Name was such Bill of Sale made and the Conversation that passed between you and said Cristina de Silva on this Subject Declare to the best of your Knowledge Remembrance and belief

Chingalorry 6. Do you know or are you acquainted with any quantity and Number of Palmira Thumani and Nails left in the Custody or sold to Cristina de Silva the Defendants Wife if so by whom were they sold and for what Price and if not sold by whom left and what was the Value of the said Palmira Thumani and Nails together with a large Sum said to belong to the Complainant and how you came acquainted with such Quantity Qualities and Numbers of such things and their Valuation Declare and set forth according to the best of your Knowledge Remembrance and belief—

7. Do you know or are you acquainted with the State and Condition of all the Witnesses the Defendants Wife before her Cohabiting with the Defendant under the Denomination of his Wife if so what was such State and Condition and in the forum did she Cohabit before her Marriage with the Defendant Creek Dutch and how and in what manner did she live or how support and with whom did she live and for how long or how and in what manner she supported herself and how long she had been thus independant till the State of Marriage with the Defendant set forth and Declare to the best of Your Knowledge Remembrance and belief—

8. Do you know any other matter or thing that may tend to the Benefit of all the Witnesses and benefit of the Complainant and which is not here particularly interrogated of You Declare the same to the best of Your Knowledge Remembrance and belief with the reasons why and wherefore such your belief

Charles Dromley
Attorney for the Complainant

this Deponent and his Wife to whose care she had been recommended five or six months afterwards she went to Fort St. David and was there taken into keeping by Mr. George Mackay late of this Place, being turned off on his marriage, she returned here again and took a house in Black Town where she lived by herself some time: there built a House of thereon and the Black Town and lived and lay with her Brother Lawrence de Silva: upon his going to Manilha in the service of Mr. Russell, she got acquainted with the Defendant who came and lived along with her in the said house, which is all this Deponent saith to the same positively asserts in answer to this or to the last Interrogatory

Domingos Fernandes

Richard Latham
Examiner

Mayor Court at Madrasapatnam

Between Lawrence de Silva Complainant and Erick Beurstel Defendant

Depositions of Witnesses taken on this Cause, by and before the Examiner on this Court as follows viz.—

Jacob de Souza Portuguese of Madras Inhabitant Aged 42 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of October 1764 sworn at the Office of Mr. Archibald Palmer Attorney for the Defendant by Corapa who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and examined, deposeth as follows viz.—

To the first Interrogatory this Deponent saith he has known the Complainant for 4 Years and the Defendant 2 Years or thereabouts—

To the second Interrogatory this Deponent saith he knew Crishna de Silva the late Wife of the Defendant Erick Beurstel and Sister to the Complainant Lawrence de Silva four Years or thereabouts—

To the third Interrogatory this Deponent saith he is not acquainted with the Hand Writing of the said Crishna de Silva nor with the Hand Writing subscribed to the Bill of particulars on a small Book exhibited and shewn to him at the time of his Examination—

To the Seventh Interrogatory this Deponent saith the Defendant's Wife before her cohabiting with the Defendant under the Denomination of his Wife lived on the Black Town in a House by herself where during Mr. George Mackay's late of this Place residence here she was supported by her Brother Lawrence de Silva Butler in his Service six or seven months after Mr.

George

372.

To the Complainant Laurence de Silva 10 Years or thereabouts

To the 3rd Interrogatory this Deponent saith he is not acquainted with the Hand Writing of the said Cristina de Silva nor with the Hand Writing subscribed to the Bill of particulars in a small Book exhibited and shewn to him at the time of his Examination

To the seventh Interrogatory this Deponent saith the Defendants Wife formerly before Mr George Mackay late of this Place marriage she lived with him as his Mistress but there being discarded she went and lived in the Black Town in a House by herself where as this Deponent heard she was supported by her Brother Laurence de Silva which is all this Deponent knows relating to her who more deposeth not and answer to this or to the last Interrogatory

Richard Latham
Examiner

Bras Caravalho

Mayors Court at Madraspatnam

Between Laurence de Silva Complainant
and Corneh Dimasted Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Domingo Fernandes Portuguese of Madras Inhabitant Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of October 1761 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Canapah who first made the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

To the first Interrogatory this Deponent saith he has known the Complainant 18 Years and the Defendant by sight only 2 or 3 Years or thereabouts

To the Second Interrogatory this Deponent saith he knew Cristina de Silva the late Wife of the Defendant Corneh Dimasted and Sister to the Complainant Laurence de Silva 15 Years or thereabouts

To the third Interrogatory this Deponent saith he is not acquainted with the Hand Writing of the said Cristina de Silva nor with the Hand Writing subscribed to the Bill of Particulars in a small Book exhibited and shewn to him at the time of his Examination

To the seventh Interrogatory this Deponent saith the Defendants Wife came here from Bengall in the Year 1749 and lived in the house with

his

5th ..... To the fifth Interrogatory this Deponent saith, he was desired by Lawrence de Silva at the time of his departure for Manilha, to go to Coshma de Silva and ask for the Bill of Sale of his Piece of Ground, then in her possession, which if he received from her, to carry to his Wife living at St. Thome. Coshma de Silva told this Deponent she had sold the Ground for thirty six Pagodas and would be accountable to her Brother for the money when he returned from Manilha, which answer this Deponent went and immediately made known to Lawrence de Silvas Wife, and more this Deponent depose'th not to this Interrogatory.

7th ..... To the seventh Interrogatory this Deponent saith the Defendants Wife formerly lived as Mistress with Mr. George Mackay late of this Place and upon his discarding of her she lived sometimes on the Black Town, and some times at the Luce in a House by herself and was supported by her Brother Lawrence de Silva till he went to Manilha, when she become acquainted with the Defendant, who came and lived with her in the house on the Black Town. Upon Lawrence de Silva returning from Manilha he found his Sister Coshma de Silva dangerously ill, soon after she died Lawrence de Silva then sent this Deponent to the Padre on the Black Town, to prepare things necessary for her funeral. The Padre said he would not unless he was paid the expences before hand. this Deponent then went by Lawrence de Silvas desire to one Braz Carvalho with a Note to receive from him fifteen Pagodas, which from this Deponent payd to the Padre, on account of the funeral charges of the said Coshma de Silva. more this Deponent depose'th not to this, or to the last Interrogatory.—

Pascoal de Rozario

Richard Lathom
Examined

Between Lawrence de Silva Complainant and Erick Berwick Defendant

Madrasapatnam

Depositions of Witnesses taken in this Cause, by and before the Examiner and this Court as followeth.—

Chingadivy of Madras Caster Aged 40 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant, was on the 11th day of October 1764 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Congah who left a note of the name Title and Place & Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth.—

George Mackay's departure from hence, this Deponent heard only she was going to be married to the Defendant, and much about the time Mr. Doake went to Manilha this Deponent was once at the said Cristina de Silva's house for to drink tea, where he saw the said Defendant Cornick Dunsted who lived with her at that time more this Deponent saith he cannot depose an answer to this or to the last Interrogatory.

Jacob de Souza

Richard Sathom
Examiner

Mayor's Court at Madrasapatnam

Between Lawrence de Silva Complainant and Cornick Dunsted Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth—

Pascoal de Rozario Portuguese of Madras Inhabitant aged 28 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of October 1764 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Comapa, who left and took the name, Title and Place of abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 9 Years and the Defendant 2 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he knew Cristina de Silva the late Wife of the Defendant Cornick Dunsted and Sister to the Complainant Lawrence de Silva for 7 Years or thereabouts—

3d ..... To the third Interrogatory this Deponent saith he is not acquainted with the Hand Writing of the said Cristina de Silva sufficiently to swear to it nor with the Hand Writing subscribed to the Bill of particulars in a small book exhibited and shewn to him at the time of his Examination

4th ..... To the fourth Interrogatory this Deponent saith he knew of a Piece of Ground lying in the Black Town adjoining to the Defendant's House and formerly belonging to the Complainant, sold by Cristina de Silva to an Europeans for thirty two Pagodas upon what conditions or what promises she made to the Purchaser He cannot say, the present Possessor of the said Piece of Ground is one Jacob Heyzer, but how he came by it this Deponent does not know, and more deposeth not to this Interrogatory—

4th

George Mackay's departure from hence, this Deponent heard only she was going to be married to the Defendant, and much about the time one Mrs Boake went to Manilha this Deponent was once at the said Cristina de Silvas house for to drink tea, where he saw the said Defendant Creek Durrett who lived with her at that time more this Deponent saith he cannot depose in answer to this or to the last Interrogatory—

Jacob de Souza

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Lawrence De Silva Complainant and Creek Durrett Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth—

Pascoal de Rozario Portuguese of Madras Inhabitant Aged 28 Years or thereabouts, being produced a Witness in this Cause on the part of the Complainant was on the 11th day of October 1764 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Canapa, who left a note of the name, Title and Place of abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he has known the Complainant 9 Years and the Defendant 2 Years or thereabouts

2 To the second Interrogatory this Deponent saith he knew Cristina de Silva the late Wife of the Defendant Creek Durrett and Sister to the Complainant Lawrence de Silva for 7 Years or thereabouts—

3 To the third Interrogatory this Deponent saith he is acquainted with the Hand Writing of the said Cristina de Silva sufficiently to swear to it, and with the Hand Writing subscribed to the Bill of particulars in a small book, exhibited and shewn to him at the time of his Examination

4 To the fourth Interrogatory this Deponent saith he knew a Piece of Ground lying in the Black Town adjoining to the Defendants house and formerly belonging to the Complainant, sold by Cristina de Silva to an Europian for Forty six Pagodas upon what conditions, or what promises she made to the Purchaser he cannot say, the present Possessor of the said Piece of Ground, is one Jacob Heyzer, but how he came by it this Deponent does not know, and more deposeth not to this Interrogatory—

5

Succession the employ of the said John Smith that Month and day he received or had Custody of Red Wood more then Delivered nor can the Transferrer account any more then the Sum of Six Hundred and Fifty Pagodas of Red Wood which was delivered by the said Transferrer himself to the said Charles Bourchier And not the Sum of Six Hundred and Seventy one Pagodas, Eleven Fanams and Twenty two Cash nor was it delivered by the said Cuddalore Vencaya and his three partners as set forth in the Defendants Answer as will hereafter More fully appear and as the Transferrer was only Security for the Accomplishing of their said Contract he did not think it incumbent on him to keep a particular Account thereof and this Replyant and the Transferrer are Ignorant whether the Honble Robert Palk Esq. now President of Fort St. George sent for the Defendants said Uncle Cuddalore Vencaya and his Partners to make up the Deficiency of Red Wood to the amount of Eight Hundred Pagodas but the Deficiency was to the amount of Eight Hundred and Eighteen Pagodas but that this Replyant and the Transferrer are acquainted that the Defendants said Uncle did Represent and declare to the said Honble Robert Palk Esq. Setting forth that the Transferrer Vencanja Davy proposed to dispose of his the said Cuddalore Vencaya's House that was Mortgaged to him and begged of the said Honble Robert Palk Esqr. that his said Partners may be Obliged to Settle their Accounts with him who then Ordered the said Cuddalore Vencaya and his partners to Settle their Accounts with each other and to Discharge the Transferrer Vencanja Davy's Debt and this Replyant further saith that the Honble Robert Palk Esqr. did Sundry times encourage the Transferrer not to be afraid of his Money and this Replyant further saith that when the said Cuddalore Vencaya and his three Partners quitted their said Contract with the Honble Company Mr. Robert Turing of Fort St. George Merchant took upon him in conjunction with one Tungum Chitty one of the said three Partners of Cuddalore Vencaya to provide Red Wood and this Replyant further saith that some time before the said Charles Bourchier being to deliver up his employ of Export Warehousekeeper to the Honble Robert Palk sent for the Transferrer the Security & had just the Deficiency amounting to One Thousand four Hundred and sixty Eight Pagodas upon this He the Transferrer went very strong upon the said Cuddalore Vencaya and his three Partners to make up the said Deficiency of One Thousand four Hundred and Sixty Eight Pagodas upon which he the said Cuddalore Vencaya very much importuned the Transferrer to clear off the said Deficiency or a part thereof by informing him his House was Mortgaged to Sangapah Chitty for the Sum of One Hundred and fifty Pagodas and desired him to advance

Three

How the said Sum to Redeem his said House and further to Pay either in money or Redwood to the amount of Six Hundred and Fifty Pagodas towards the Deficiency to the Honble Company and that he would Grant an Obligation in favour of the Transferrer for the Sum of Eight Hundred Pagodas and Mortgage his said House Bill to them which was Accordingly complied with by this Transferrer in Presence of Creditable Witnesses with Respect to the One Hundred and Fifty Pagodas paid to Seaqapah Chitty for the Redemption of Cuddalore Vencaya House the Defendant hath Credited this Replyant on his Answer as it was beyond dispute and this Replyant further saith for the remainder sum of Six Hundred and Fifty Pagodas the Transferrer did purchase Redwood from Coomerpy and Tombau Chitty and delivered to Charles Boucher Esqr when the said Honble Robert Palk Esqr Succeeded in the Employ He demanded the Deficiency of Red Wood to the amount of Eight Hundred and Eighteen Pagodas from the said Cuddalore Vencaya when He through the intercession of the said Sungum Chitty who applied to the said Robert Turing and obtained Red Wood for the Deficiency and which was Accounted by the Defendants said Uncle and his three Partners to the said Mr Robert Turing and the Defendant also saith in his Answer that the said Cuddalore Vencaya was an Old man of Eighty Years old and upwards and there by the Bill of Sale of his house was fraudulently obtained in reply to this fallacious assertion that by the Two Sums that were paid as above said for the redemption of the House and Redwood that no imposition was made upon the old mans age and infirmities But he hath Tacitly passed by making any Mention of the Obligation as it is too evident to conceal any false assertions in that Head however this Replyant is pleased to Defendant hath acknowledged a part of the Debt as the Sum of Eight Hundred Pagodas which the Defendant hath thought fit to Credit the Transferrer for this Replyant can by no means admit as it is ground less and a devised Scheme but in Regard thereto this Replyant begs leave to say that the said Sungum Chitty stood indebted unto the said Cuddalore Vencaya in the Sum of Seven Hundred and odd Pagodas on Account of their said Contract and which was lately decided by three or four Merchants and the said Sungum Chitty appeared to be indebted to the said Cuddalore Vencaya Estate and in consequence was compelled to pass an Obligation for the said Sum of Seven Hundred and odd Pagodas to prevent Servitude which is not discharged even to this day therefore with Submission how can the Defendant legally Debt this Replyant and this Replyant further saith that a little after this Replyant filed his Bill the Defendant sent one Govindoss to the Transferrer and desired him to withdraw the Cause and sell the said House which the Transferrer Replyed that it was out of his Power as he had transferred the Debt and

Vancayah and his Partners on Account of the Contract made with the Honorable Company for Red Wood, Viz. the Sum of three thousand two hundred Pagodas as set forth in this Defendants Answer, the justness of which Assertion is partly Evident from the undistinct Refutation of the Repliants Suggested in his Replication, And this Defendant further saith that respecting the one hundred fifty four Candy seventeen Maunds and thirty two Pounds Weight of Red Wood that such quantity of Red Wood was bought of Soricanny Dass the Transferrer by this Defendants Uncle Cuddalore Vancayah on Account of himself and his Partner and the sum of Six hundred seventy one Pagodas Eleven fanams and twenty two Cash was set off against such Quantity of Red Wood and in the Presence of this Defendant and some other People the said Quantity of Red Wood was delivered by this Defendants Uncle Cuddalore Vancayah to Charles Bourchier Esquire and not by the Repliant And this Defendant further saith that the Transferrer certainly ought to have kept an Account at what time & times he receive the Sum of Four thousand Pagodas and how he Expended the same and the particular time of such Expence as the Transferrer did not pay the Whole of the amount to this Defendants Uncle aforementioned at one time but what Sums he the Transferrer did pay was at different times therefore the Plea of the Repliant respecting that matter of the Transferrer Omission or Neglect is certainly very Weak and Unsure and carrys a shrewd Suspicion of the Unfairness of the Transferrer whole Transaction in this matter for as Person of Principal that either receives a sum of Money and Payed the same away but what kept some Memorandum of the Sum received and the time when Paid And this Defendant further saith that there was a deficiency of the Sum of Eight hundred Pagodas due to the Honora Company on Account of this Defendants Uncle said Contract and which the Transferrer very well knew as appears by his the Repliants Replication wherein the Deficiency amounts to the Sum of Eight hundred and Eighteen Pagodas but no Cause is Assigned by the Repliant or the Transferrer for such a Deficiency therefore the reasons Shall be Assigned in this Defendants Answer must be taken most Strongly against the Repliant And this Defendant further saith that to such part of the Replication as purporting to be a relation of the Transaction between the Honorable Company and this Defendants Uncle Vancayah and his three Partners is almost a Corroborating Proof of the Veracity of this Defendants Answer and the Claims of the Accounts therein Particularized and therefore this Defendant is of an Opinion that such part of his Answer wants no further Support or the Reply thereto any further Refutation than the own inconsistency unless that the two Persons mentioned in the Replication concerning the Red Wood bought of them who are entirely unknown to this Defendant

And

Pennies to the Contrary this Replyant Saith that the Transferr Replyant
Husband of his Own of Four Thousand Pagodas and therefore will not Change his money
with the Same, therefore how can it Possible for this Defendant to come to an Account with the
Transferr certainly this is a Sufficient refutation of the Replyants last Assertion And
Lastly this Defendant saith that there are some Accounts Lately found belonging to this
Defendants Uncle Cuddalore Vencayah wherein the Transferr will be found to be the
Principal Agent in the Contract for Red Wood, which Accounts are ready to be produced
to this Honorable Court when required And this Defendant further Saith that as to Costs as
this Defendant humbly Presumes he is obliged to pay Supposing a Verdict should be given
in favor of the Replyant as such this this Defendants defence is on behalf of himself and
the Creditors of the Estate of the said Cuddalore Vencayah as the said Estate is insufficient
to discharge fully the demands of the respective Creditors All Which matters and things this
Defendant is ready and willing to aver maintain and prove as such Manner and Form
as this Honorable Court shall direct and humbly prays as in and by his said Answer he
hath already Prayed

Charles Bromley
Attorney for the Defendant

Interrogatories to be administered to such Witness as shall be produced sworn and
Examined on the part and behalf of the Complainant in a certain cause wherein Frances Slaney is
and Vincata Narrain Swamy is defendant

On the Witness 1st Do you Know the parties Complainant and Defendant in this Cause If yea
How long have you so known them or either and which of them declare

2d Do you or did you not attest the Obligation now shewn you if yea when and
by whose Desire did you attest it and what you know further concerning the said
Obligation or any Conversation regarding the same fully declare Do you Know or
Do you make Known of any Commerce or dealings between the Transferr and the
defendants Uncle Cuddalore Vencaya deceased If yea to the best of Your Knowledge
particularly declare Did you or did you not at any time or times what Ever see
any Paper or Papers Cadjans or Cadjans in the Hands of the Transferr relating
to the present Cause If yea what Paper or Papers Cadjans or Cadjans were they
and how the Transferr obtained the same and what was the purport of them the whole
you touching of this affair from the beginning unto the end fully and particularly
Declare

To

Pennies to the Contrary this Replyant Saith that the Transferr Replyant
Husband of his Own of Four Thousand Pagodas and therefore will not Change his money
with the Same, therefore how can it Possible for this Defendant to come to an Account with the
Transferr certainly this is a Sufficient refutation of the Replyants last Assertion And
Lastly this Defendant saith that there are some Accounts Lately found belonging to this
Defendants Uncle Cuddalore Vencayah wherein the Transferr will be found to be the
Principal Agent in the Contract for Red Wood, which Accounts are ready to be produced
to this Honorable Court when required And this Defendant further Saith that as to Costs as
this Defendant humbly Presumes he is obliged to pay Supposing a Verdict should be given
in favor of the Replyant as such this this Defendants defence is on behalf of himself and
the Creditors of the Estate of the said Cuddalore Vencayah as the said Estate is insufficient
to discharge fully the demands of the respective Creditors All Which matters and things this
Defendant is ready and willing to aver maintain and prove as such Manner and Form
as this Honorable Court shall direct and humbly prays as in and by his said Answer he
hath already Prayed

Charles Bromley
Attorney for the Defendant

Interrogatories to be administered to such Witness as shall be produced sworn and
Examined on the part and behalf of the Complainant in a certain cause wherein Frances Slaney is
and Vincata Narrain Swamy is defendant

On the Witness 1st Do you Know the parties Complainant and Defendant in this Cause If yea
How long have you so known them or either and which of them declare

2d Do you or did you not attest the Obligation now shewn you if yea when and
by whose Desire did you attest it and what you know further concerning the said
Obligation or any Conversation regarding the same fully declare Do you Know or
Do you make Known of any Commerce or dealings between the Transferr and the
defendants Uncle Cuddalore Vencaya deceased If yea to the best of Your Knowledge
particularly declare Did you or did you not at any time or times what Ever see
any Paper or Papers Cadjans or Cadjans in the Hands of the Transferr relating
to the present Cause If yea what Paper or Papers Cadjans or Cadjans were they
and how the Transferr obtained the same and what was the purport of them the whole
you touching of this affair from the beginning unto the end fully and particularly
Declare

To

Pennies before the Contrary this Replicant saith that the Transferee kept no Elephants of the Value of Four Thousand Pagodas and therefore will not change his money with the same, therefore how was it possible for this Defendant to come to an Account with the Transferee certainly this is a sufficient refutation of the Replicants last Assertion, And lastly this Defendant saith that there are some Accounts lately found belonging to this Defendants Uncle Cuddalore Vencayah wherein the Transferee will be found to be the principal Agent in the Contract for Red Wood, which Accounts are ready to be produced to this Honorable Court when required And this Defendant further saith that he Costs as this Defendant humbly presumes he is obliged to pay Supposing a Verdict should be given in favor of the Replicant as such but this Defendants defence is on behalf of himself and the Creditors of the Estate of the said Cuddalore Vencayah as the said Estate is insufficient to discharge fully the demands of the respective Creditors, All which matters and things this Defendant is ready and willing to aver maintain and prove as such Manner and Form as this Honorable Court shall direct and humbly prays as in and by his said Answer he hath already prayed.

Charles Bromley
Attorney for the Defendant

Interrogatories to be administered to such Witnesses as shall be produced sworn and examined on the part and behalf of the Complainant in a certain cause wherein Francis Stanley is Complainant and Vencata Narrain Swamy is defendant.

To the Witness 1st. Do you know the parties Complainant and Defendant in this Cause, If you How long have you so known them or either and which of them declare.

2nd. Do you Suppose 2nd. Did you or did you not attest the Obligation now shewn you if yea where and and by whose Hand did you attest it and what you know further concerning the said Obligation or any Conversation regarding the same fully declare, Do you know or Do you not of any Commerce or Dealings between the Transferee and the Defendants Uncle Cuddalore Vencaya deceased If yea to the best of your Knowledge particularly declare, Did you or did you not at any time or times whatsoever see any Paper or Papers Cadjan or Cadjans in the Hands of the Transferee relating to the present Cause, If yea, what Paper or Papers Cadjan or Cadjans were they, and how the Transferee obtained the same and what was the purport of them, The whole you touching of this affair from the beginning unto the end fully and particularly Declare.

I.

And this Defendant further Saith that to the Observations this Defendant Answer respecting the reasonableness of obtaining the Bill of Sale that the same is and will be true for what this Repliant or the Transferer cannot bring any Evidence to shew the Consideration for which such a Mortgage Obligation was given And this Defendant further saith that the relation of Accounts subsisting between this Defendants Uncle Cuddalore Vancaiah and Sanguem Chitty is nothing to the Support of this present Suit for Accounts are subsisting between him and the Estate of the said Cuddalore Vancaiah neither does this Defendant know the drift of such plea as the same is unintelligible to him this Defendant And this Defendant for further Rejoinder saith to the Relation respecting the Bill of Complaint and this Defendant desiring the Transferer to sell the Mortgage Premises and that he this Defendant had Acknowledged the Debt this Defendant on Answer thereto saith that the Transferer hath mistaken the words of this Defendant for this Defendant told the said Transferer that he this Defendant was sorry that he the Transferer had filed such Bill of Complaint against him this Defendant but desired that he would stop the same and settle the Accounts depending between him the Transferer and the Estate of Cuddalore Vancayah aforementioned and in case of a Ballance in his the said Transferers favor the Mortgage House should be Sold and he should be paid out of the Produce of the same, and this is the Substance of the Account that he this Defendant likewise gave to the Repliant, but as no Accounts could be Settled between the said Estate of Cuddalore Vancayah and the Transferer, this Defendant immediately set about the same and hath formed them in the manner already related in his third Defendants Answer and which is called by All Could by the Repliant, for this Defendant Saith that he could by no means pay the Transferer his demands unless Litigating his Accounts which could not be done without the Assistance of this Honorable Court And this Defendant further saith that he admits that his said Uncles House is Mortgaged or pretended to be Mortgaged, one of which is dated twenty Years ago or thereabouts and which is at present under the Consideration of this Honble Court And for further Rejoinder this Defendant Saith that in case any refusal had been made on the part of the Defendant concerning the Settling of the Accounts depending between the Estate of the said Cuddalore Vencayah and the Transferer the same would most certainly have been set forth in the Plea of the Repliant in order to clear up the Whole of this Matter before this Honorable Court in order for this Court to have a clear Idea of the justness of the Complainants and Transferers Pretension to the Mortgaged

Premises

Premises taken this Contrary this Replyant Saith that the Transferer kept no Accounts of the Sum of Four Thousand Pagodas and therefore will not Charge his money with the Same, therefore how was it possible for this Defendant to come to an Account with the Transferer certainly this is a Sufficient refutation of the Replicants Last Assertion And Lastly this Defendant saith that there are some Accounts Lately found belonging to this Defendants Uncle Cuddalore Vencaiyah whereon the Transferer will be found to be the principal Agent in the Contract for Red Wood, which Accounts are ready to be produced to this Honorable Court when required And this Defendant further Saith that as to Costs as this Defendant humbly Presumes he is Illegal to pay Supposing a Verdict should be given in favor of the Replicant as such his this Defendants defence is on behalf of himself and the Creditors of the Estate of the said Cuddalore Vencaiyah as the said Estate is insufficient to Discharge fully the demands of the respective Creditors All Which Matters and things this Defendant is ready and willing to aver maintain and prove as such Manner and Form as this Honorable Court shall direct and humbly prays as in and by his said Answer he hath already Prayed

Charles Bromley
Attorney for the Defendant

Interrogatories to be administered to such Witness as shall be produced sworn and Examined on the part and behalf of the Complainant in a certain cause wherein Frances Haney is Complainant and Venkata Narrain Swamy is defendant

To all the Witness

1st Do you Know the parties Complainant and Defendant in this Cause If yea How long have you so known them or either and which of them declare

To second Interrogatory

2nd Did you or did you not attest the Obligation now shewn you if yea when and where and by whose desire did you attest it and what you know further concerning the said Obligation or any Conversation regarding the same fully declare Do you Know or Do you not Know of any Commerce or Dealings between the Transferer and the Defendants Uncle Cuddalore Vencaya deceased If yea to the best of your Knowledge particularly declare Did you or did you not at any time or times whatsoever see any Paper or Papers Cadjan or Cadjans in the Hands of the Transferer relating to the present Cause If yea what Paper or Papers Cadjan or Cadjans were they and how the Transferer obtained the same and what was the purport of them The whole you Knowing of this affair from the beginning unto the end fully and particularly Declare

To

To Sound Dos Jagoo 3d — Sidar did not the Defendant at any time or times make any Proposal to you Concerning this Suit if yea where was it what was such Proposal and what Conversation had you and when and where to the best of your Memory Declare

To Sockalum Sonabun Chitty 4th — Do you Know or do you not Know of any Goods sold and delivered by the Transferrer to Cuddalore Vancayah deceased if yea what goods to what Amount on what account and from whom the Transferrer purchased them Did or did not the said Cuddalore Vancayah deceased make any mention what was the Amount of the said Obligation if yea was it before or after you attested the same and what did he say to you Concerning the said Obligation The whole you Know touching these Matters fully and Particularly Declare

To Mooka Chitty 5th — Do you or Do you not Know of any Mortgage made by Cuddalore Vincayah deceased for any Sum or Sums of Money to any Person if yea what Mortgage and for what Sum or Sums of Money and to what Person was the said Mortgage made and on what was the said Mortgage and what Particulars you Know further Relating to the said Mortgage Declare

To Lachmy Doss Pitt 6th — Did or did not the Defendant at any time Solicit you to use your Interest with the Transferrer to Induce him to go into the Country on a certain Affair if yea on what Affair and for what Reason did he desire your Solicitation or if any Proposal was made by the Defendant and what Conversation passed between you on the matter or whether the transferrer consented and on what Conditions the whole you Know touching this matter Declare

To Sungum Chitty 7th — Did you or did you not give any Obligation or Obligations in favor of a certain Person if yea to whom and for what Sum or Sums when and where and on what Account and by whose desire were the said Obligation or Obligations given and all further Particulars you Know Relating to this matter fully declare to the best of your Knowledge Also do you Know of any Sum or Sums of money advanced by the Company to the transferrer and others if yea what was the Sum so advanced and on what Account and in what manner Conjunction with the transferrer Was or was not the whole Sum so advanced expended by the Transferrer for the purpose it was intended The whole you Know particularly Declare

To all the Witness 8th — Do you Know or Can you say any other matter or thing material for the Complainant in this Cause if so set forth the same as you Know have been informed or believe with the Reasons of such your Knowledge or Belief

Will Cranwell
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Frances Maney Complainant
and Vencat Narrain Swamy Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth—

Govind Dass Juggoo Aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of February 1765 sworn at the Office of Mr. Charles Bromley Attorney for the Defendant by Canapa who left a Note of the name Stile and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth—

1 To the first Interrogatory this Deponent saith he has known the Complainant 15 or 20 days and the Defendant 10 or 12 Years or thereabouts—

2 To the second Interrogatory this Deponent saith he did attest the Obligation now shewn to him at his own house by the desire of Cuddalore Vencayah and Vencange who brought it to him also remembers to have seen the Transferrer deliver the said Obligation to the Complainant about one month ago or thereabouts— More this Deponent saith he cannot particularly depose in answer to this Interrogatory

6d 3 To the third Interrogatory this Deponent saith about three months ago the Defendant desired him to tell the Transferrer Vencunjee to settle Accounts with him when if a Ballance should be due to the Transferrer he would get the money from one Sungum Chittee who was indebted to him by Vencat Narrain and pay it off— That the Transferrer might take his house and sell it— Vencunjee made answer to this Deponent let the Defendant sell his house himself or mortgage it to any one else and pay me my debt— More this Deponent deposeth not to this or to the last Interrogatory—

Sworn 3d of Feb.

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Frances Maney Complainant
and Vencat Narrain Swamy Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth—

Sheikdum Sundan Chetty of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 13th day of February 1765 sworn at the Office of Mr. Charles Bromley Attorney for the Defendant by Canapa who left a Note of the Name Stile and Place of Abode

By

5th To the fifth Interrogatory this Deponent saith Cuddalore Venkaya on his life time mortgaged a house to Rahee Tagapa Chitty for the sum of five hundred and fifty Pagodas in part of which mortgage Cuddalore Venkaya afterwards accounted with Rahee Tagapa Chitty for the sum of four hundred Pagodas and for the One hundred and fifty Pagodas Ballance remaining he desired Rahee Tagapa Chitty to receive it from Soreenga and deliver up to him again his Mortgage Obligation and the house Bill of Sale to Soreenga which Rahee Tagapa Chitty did more this Deponent knows not in answer to this or to the last Interrogatory

Richard Latham

Examined

8 8 3/6 Cf

Mayors Court at Madraspatnam

Between Francis Stoney Complainant and Vencal Narrain Swamy Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows Viz

Lachlan Dos Dutt of Madras Merchant Aged 60 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 11th day of February 1763 sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Canapa who left a Note of the Name Style and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined as follows Viz

1st To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but has known the Defendant 8 or 9 Years

6th To the sixth Interrogatory this Deponent saith near two Years ago or thereabouts he went to one Comme gee House where he saw the Transferror Soreenga and the Defendant at which time the Transferror would not let the Defendant go away to be examined this Deponent was told for the Defendant as he promised to return in one Month and clear off him the Transferror said he would not let him stir till he would pay his money more this Deponent depose that to this or to the last Interrogatory

Richard Latham

Examiner

of the said Deponent, and afterwards on the same day being sworn and examined deposeth as follows Viz.

1st To the first Interrogatory this Deponent saith, he is not acquainted with the Complainant but has known the Defendant 20 or 30 Years.

2d To the Second Interrogatory this Deponent saith he did attest the Obligation now shewn to him at his own house, by the desire of Cuddalore Vencayah and the Transferrer Sreeungee and that he and Sreeungee jointly sent for some Redwood to the Northward Cuddalore Vencayah asked this Deponent to tell him what Redwood who told him that Sreeungee and he were Partners in it, and if he brought it round pay ready money Vencaya said he would speak to Sreeungee about it when Sreeungee desired this Deponent to weigh off and deliver the said Redwood to Vencaya which he did, to the amount of more than two hundred Pagodas afterward Vencaya and Sreeungee together bought some Redwood from one Coomergee, and then settled their Accounts, when Vencaya gave to Sreeungee the said Obligation now shewn to this Deponent which he attested. more this Deponent deposeth not to this the fourth and last Interrogatory.

Richard Latham

Examiner

Mayors Court at Madraspatnam

Between Francis Slaney Complainant and Vencat Narrain Swamy Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth.

Mootia Chitty of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant upon the 11th day of February 1765 sworn at the Office of Mr. Charles Bromley Attorney for the Defendant by Comapa, who left a Note of the same Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as followeth Viz.

1st To the first Interrogatory this Deponent saith he has known the Complainant 4 or 5 Months, and the Defendant 15 Years or thereabouts.

2d

Extract of an Answer delivered with this Honble Court upon Oath by one Soncal Naraina Servey Defendant to the Bill of Equal Equity by transfer of Sinnatamby Satchima Naraina Swamy Complainant

And this Defendant further saith that well knowing his Uncles Circumstances he sent to the Several Creditors of his Deceased uncle and acquainted them with the demand of the Transferer and at the same time inquired of them the Creditors whether they know any thing of the Transferrs demand who one and all declared they did not and further they fully believed the whole amore Section for that they knew that Cuddalore Vanniah of this Defendants Uncle for his life time had Mortgaged his House to two Persons to the amount of twelve hundred Pagodas or thereabouts and that the original Bill of Sale was actually in the possession of the Mortgagee and which this Defendant knows to be Fact

Examined and Compared with the Original and attested to be a true Extract

J. M. Stone Regr

Know all Men by these Present that I Tillainga Son of Pully Velampa for and in Consideration of the Sum of two hundred Pagodas to Me in hand paid by Sonnall at or before the Sealing and delivery hereof which Sum I do hereby Acknowledge to have Received have bargained and Sold and by these Presents do bargain and Sell unto the said Sonnall all that My house and Ground standing in Pranny Street Between the Houses of Nellcor Sreevengallum and Cuthily Pully in Length Eighty foot and Breadth Sixty To have and to hold the said House and Ground with all Convenience whatsoever thereunto Belonging unto the said Sonnall his Heirs and Assigns for ever In Witness whereof I have hereunto set My hand and Seal in Fort St George this 26th day of December 1728

Tillainga Son of Pulley Velampa

John Cumeston

Registerd

J. M. Stone Regr

Examined and Compared with the Original and attested to be a true Copy

J. M. Stone Regr

Mayors Court at Madrasapatnam.

Between Frances Maning Complainant and Vencat Manain Servany Defendant

Depositions of Witnesses taken on this Cause Sworn and before the Examiner in this Court as followeth.—

Sungum Chitty of Madras Merchant Aged 25 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 19. day of February 1765 shewn at the Office of Mr. Charles Bourchier Attorney for the Defendant by Canapah who left a Note of the Name Tellam and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth.—

1st. To the first Interrogatory this Deponent saith he has known the Complainant 2 Years and the Defendant 3 or 6 Years or thereabouts.—

4th. To the seventh Interrogatory this Deponent saith the Defendant Father Vencaya was indebted to the Company the sum of fifteen hundred Pagodas or thereabouts Mr. Charles Bourchier ordered them to furnish the Company with Redwood to the said Amount Vencaya and this Deponent desired the Transferrer to advance Seven hundred Pagodas for the Redwood which Sreeungee said he would not do, without they three settled their Accounts first. Vencaya and this Deponent told Sreeungee the Transferrer till they could settle their Accounts Vencaya could deliver up his House bill of Sale to him, which upon their Ballancing them, if any thing should be due on their favor from the Transferrer he was to return or they should give to be indebted to him to pay it off. Sreeungee then advanced the Seven hundred Pagodas and received Vencaya House Bill of Sale for the same which money was laid out in Redwood for the Company and an Obligation for the amount given by this Deponent to Vencaya in the name of Coral Servardy one year after it having been advances by the Transferrer Eight hundred and ten Pagodas still remaining due from Sreeungee, Vencaya and this Deponent to the Company on Mr. Charles Bourchiers further demand this Deponent paid the whole sum to him and received back their joint Obligation further this Deponent deposeth that Sreeungee Vencaya and him have never yet settled their Accounts but he believes upon their being Ballanced One thousand Pagodas and appear to be owing from Sreeungee to Vencaya and this Deponent whomever as he not to this or to the last Interrogatory.—

Richard Lathom Examiner

made with the Honorable Company for Redwood & you set forth the same the manner in which such Contract was made and the Manner in which it was Completed the whole of this Transaction & set forth and Declare to the best of your Remembrance and belief and the Interrogatory Do you know or can you set forth any other Particular matter or thing that may tend to the benefit and Advantage of the Defendant the which you have not been Particularly before Interrogated to if you set forth and Declare the same according to the best of your Knowledge Remembrance and belief and the Reasons that induce such your belief

Charles Brandon
Attorney for the Defendant

Mayors Court at Madraspatnam. Between Francis Laney by transfer of Sreeungee Davy Complainant and Venca Narain Swamy Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz.

Appahaya of Madras Swamy Aged 22 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 21st day of February 1763 shewn at the Office of Mr. William Cranmer Attorney for the Complainant by Comapa who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as follows viz.

1. To the first Interrogatory this Deponent saith he has known the Complainant 5 or 6 Months the Defendant 5 or 6 Years and the Defendant 22 Years or thereabouts.

2. To the second Interrogatory this Deponent saith he does know of some Accounts of Redwood subsisting between Sreeungee Davy and Suddalore Venciah which Accounts Suddalore Vencaih in his life time delivered Sreeungee Davy to settle and if any Balance should be due from him Sreeungee Davy in his favor to pay it and shewn his house Bill of Sale.

3. To the third Interrogatory this Deponent saith he does not know that the Accounts were settled nor does ever remember to have seen them drawn out in any kind of Writing.

4. To the fourth Interrogatory this Deponent saith Suddalore Vencaih several Months before his death was saying to Sreeungee Davy your Comadah is at Pinchetagary to the Northward providing Redwood for the Company which they are in great want of why don't you send it down as soon as you can Sreeungee Davy made answer I will take it along home & bring the Redwood here & you will give me your House Bill

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on a certain Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam wherein Francis Stancy of Madras Trader by Srecangee Davy of Madras Merchant is Complainant, And Vancah Naiken Swamy also of the same Place Inhabitants Defendant — On the Part and behalf of the Defendant —

Interrogatories

1st ..... Do you Know or are you acquainted with the Parties above Mentioned the
To all the Witnesses Complainant, Defendant and Srecangee Davy, if Yea how long have You Known
them or either and which of them Declare —

Appahayah Jungamiah

2d ..... Do you Know or are you acquainted with any Accounts Subsisting between
the abovenamed Srecangy Davy and one Cuddalore Vencaiah, if Yea what were the Particulars
of such Accounts and how far were these Accounts Settled and the Grounds and Lines on which
such Accounts arose set forth the same to the best of your Knowledge Remembrance and
belief —

same

3d ..... Do you Know or can you Set forth whether any Sum of Money appeared at the
Foot of such your Accounts as a Ballance if yea the amount of such Ballance and whether
in favor of the Transferror Srecangy Davy or Cuddalore Vencaiah Set forth and Declare the
same to the best of your Knowledge Remembrance and belief —

same
same

4th ..... Do you Know or are you any ways acquainted with any Particular Sum
or Sums of Money or any Particular quantity of Goods paid to or Received by or from the
said Srecangy Davy and Cuddalore Vencaiah, if Yea Set forth the Particular Sum the
quantity of Goods the Person by whom such Sum was paid the Goods by whom delivered
by whom Received the time when and the Place where the whole of this Transaction to
the best of Your Knowledge and Remembrance Declare —

General Interrogatory

Appahayah Jungamiah

5th ..... Do you Know of any Particular Obligation given by Cuddalore Vencaiah
and his Partners to Srecangy Davy if Yea what were the motives that induced such
Obligation being given and to whom was such Note Payable the same to the best of your
Remembrance Set forth —

6th ..... Do you Know of any Accomodation entered into with the Transferror Srecangy
Davy and the Defendant Vencah Naiken respecting the Present Suit on which you are
Examined as a Witness if Yea, Set forth the Nature of such Accomodation and how far
you was concerned in such Accomodation to the best of Your Remembrance and belief —

Appahayah Jungamiah

7th ..... Do you Know or can you set forth the whole of the Transaction depending
between Srecangy Davy the Transferror and Cuddalore Vencaiah concerning a Contract
made

Bill of Sale, I will buy some Redwood on this Slave and deliver it to the Company and when that comes from the Northward we will settle Accounts and I will Return your back your House Bill of Sale four Months after this Cuddalore Vencatah desired to Srecumgee Dawy See your Gomastahs returned from the Northward, but I do not hear of any Redwood being come, therefore settle Account with Me and return My house Bill of Sale Srecumgee Dawy told Cuddalore Vencatah not to be afraid, he would do and for the other Parties Sangamah Chitty Rhenaday and Chidambra Chitty in their coming they all went to Cuddalore Vencatahs House where the above named three Partners gave an Obligation in the name of Coral Soniardy for Seven hundred Pagodas which Srecumgee Dawy told Cuddalore Vencatah he would receive from them, and whereon his House Bill of Sale Six Months after this Obligation was given Srecumgee Dawy wrote a Letter to Maundas Gomastah at Venkatagary which he sent by this Deponent and a Peon, fifteen days after this Deponents arrival at Venkatagary Srecumgee Dawy came there himself and said to Maundas Gomastah my Goods are lying here which should be sent to Madras if you will Agree me your Hire I will take them away two or three days afterwards Mr Conniher with some other Gentlemen came to Venkatagary when Srecumgee Dawy informed him he had come there on purpose to get the Redwood the next day this Deponent returned to Madras and twenty Days after Srecumgee Dawy followed and found that Cuddalore Vencatah was Dead Vencat Narrain Swamy then demanded from Srecumgee Dawy both the Accounts subsisting between him, and the deceased Cuddalore Vencatah and to return his house Bill of Sale which Demands this Defendant repeated at two or three several times to which Srecumgee Dawy replyed very well, very well More this Deponent saith he cannot depose in answer to this the fifth seventh and last Interrogatory

Sworn &c

Richard Latham

Examined

Mayors Court at Madraspatnam

Between Pitchum Swamy by transfer of Srecumgee Dawy Complainant and Vencat Narrain Swamy Defendant

Depositions of Witnesses taken on this Cause by and before the Examiner of this Court as followeth

Sungamia of Madras Merchant Aged 23 Years or thereabouts being produced as a Witness

1st

2d

3d

4th

Witness on this Cause on the part of the Defendant was on the 22 day of February 1765 Sworn at the Office of Mr. William Maxwell Attorney for the Complainant by Comlepah who left his Mark of the name Title and Place of Abode of the said Deponent, and afterwards on the same day being sworn and examined Deposeth as follows Viz.

To the first Interrogatory this Deponent saith he has known the Complainant 2 or 3 Years the Transferrer 4 or 5 Years and the Defendant 5 or 6 Years or thereabouts

To the Second Interrogatory this Deponent saith he does know of some Accounts of Redwood subsisting Tricumgee Davy and Cuddalore Vencaiah which Accounts were never yet settled

To the Third Interrogatory this Deponent saith he never saw the Accounts drawn out

To the fourth Interrogatory this Deponent saith Athevedy, Ramah Chetty, Cuddalore Vencaiah and himself were in Partnership and contracted to provide the Company with some Redwood Tricumgee Davy was bound for them to the Company and received from Mr. John Smith's Ware house here per four thousand Pagodas on the said Contract three thousand Pagodas or thereabouts of which Tricumgee Davy paid to them for to furnish the Redwood which they laid out at Tinnebagary and Suldana from whence they sent to Madras, Redwood to the amount of Two thousand six hundred Pagodas which was delivered to the Company fourteen hundred Pagodas then remaining due on the Contract Mr. Brerchier sent for the Contractors and Tricumgee Davy Cuddalore Vencaiah Tricumgee Davy and this Deponent accordingly went when they promised Mr. Brerchier to buy for the Company three hundred Candy of Redwood in Madras, and to send for the rest from the Northward. Cuddalore Vencayah and this Deponent then desired Tricumgee Davy to advance the money for the purchase which he refused doing without first settling the Accounts they told him as the two other Contractors were absent to the Northward they could not settle them, but if he would advance the money Cuddalore Vencaiahs house Bill of Sale should be lodged in his hands Tricumgee Davy then consented and advanced about Six hundred and fifty Pagodas, with which they purchased three hundred Candy of Redwood and delivered it to the Company not being able to provide any more Redwood this Deponent one year afterwards got Mr. Turing to pay the Remaining Ballance Eight hundred and fifteen Pagodas on the Contract and secured back the Obligation which account between the Contractors has not been yet settled more this Deponent deposeth not to this the fifth seventh and last Interrogatory

Richard Latham

Examiner

To the Sixth Interrogatory this Deponent saith, about three months ago the Defendant desired him to tell the Transferee Sreeumgee Davy to settle Accounts with him, whether a Ballance should be due to the Transferee, he would get the money from one Sungum Chetty, who was indebted to him by Good Obligation and pay it off or that the Transferee might take his house and sell it Sreeumgee Davy made Answer to this Defendant let the Defendant sell his House himself, or Mortgage it to any one else and pay me my debt. More this Deponent deposeth not to this or to the last Interrogatory.

Richard Lathom
Examiner

Mayor's Court of Madrasapatnam

Tuesday the 2d day of July Anno Domini 1765

Present
George Baker Esquire Mayor
David Russell — Peter Marette
John Debonaire — Thomas Powney
Edward Addon — Anthoney Sadlier &
Reynold Adams — Aldermen

Between Francis Blaney of Madrasthree Complainant and Vencal Narrain Swamy alias of the same place inhabitant and Heir to the Estate of Caddalore Soncaya deceased Defendant

This Cause coming on to be heard and debated this day in the Presence of the Complainant and of the Attornies on both sides on Reading the Complainants Bill with a Translate of a Mortgage Obligation and Transfer thereof annexed, The defendants Answer, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with a Cadjan Obligation annexed Two Exhibits on the part of the Complainant

Mayors Court at
Madraspatnam

Between Francis Slaney by Transfer of
Tricumjee Davy Complainant and Doncal Narrain
Swamy Defendant

Deposition of Witness taken in this Cause by and before the Examiner
in this Court as followeth

Gouldsworthy of Madras Merchant Aged 60 Years or thereabouts being produced
as a Witness in this Cause on the part of the Defendant was on the 22d day of February
1765 Sworn at the Office of Mr. William Cranwell Attorney for the Complainant
by Conapa who left a Note of the name Title and Place of abode of the said Deponent
and afterward on the same day being sworn and examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he is not acquainted with the Com-
plainant but that he has known the Transferee 20 Years and the Defendant 15 Years
or thereabouts

5th To the fifth Interrogatory this Deponent saith that Caddalore Vencaiah got his
Partner Sunganiah to get a Obligation for the Sum of Seven hundred Pagodas in the Name
of and payable to him this Deponent which he kept for some time and afterwards delivered
to Cuddalore Venciah More this Deponent deposeth not to this or to the last Interrogatory

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Francis Slaney by Transfer of
Tricumjee Davy Complainant and Doncal Narrain
Swamy Defendant

Deposition of Witness taken in this Cause by and before the Examiner in this
Court as followeth

Goundsoff of Madras Merchant Aged 38 Years or thereabouts being produced as a Witness
in this Cause on the part of the Defendant was on the 22d day of February 1765 Sworn
at the Office of Mr. William Cranwell Attorney for the Complainant by Conapa who left
a Note of the Name Title and Place of Abode of the said Deponent and afterwards on
the same day being sworn and examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he has known the Complainant 1 Month
the Transferee 12 Years and the Defendant 12 Years or thereabouts

Complainant The Interrogatories and Depositions on the part of the Defendant having been Read and made use of by the Attorney and counsel on both sides and Appearing to the Court that the Complainant hath produced sufficient Proof of the justness of his Demand This Court doth therefore think fit to Order and Decree and doth accordingly order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eight Hundred Pagodas Pagodas 800 Together with such Interest as now is or shall hereafter become due thereon after the Rate of Eight p Cent p Annum out of the Estate of Cuddalore Incayah deceased until full Payment is made according to the Tenor of the Obligation Sued for and that the Costs of this Suit shall be paid by the Defendant out of the Estate of the said deceased.

Decr

Read and filed
2. July 1765

To the Honble the Mayors Court
at Madraspatnam.

Humbly Complaining shewn unto this Honble Court your Orator John Phillip Fabricius English Missionary of Tanjore that Tanjore Gnamoorty Patham of Madras Gold Smith, stands indebted unto your Orator in the full and just Sum of five hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain Accounting Every Pagoda Eight Shillings the Sum of Two Hundred Pounds or thereabouts arising upon a Mortgage Obligation bearing date the Sixteenth day of November which was in the Year of Our Lord One thousand seven Hundred and Sixty four, as will more fully and at large appear by a Translate of the said Obligation hereunto annexed for the inspection of this Honble Court and to which your Orator most humbly refers and Prays the same may be admitted as part of this your Orators Bill of Complaint

Your Orator further shewn unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Tanjore Gnamoorty Patham of the said sum of five hundred Pagodas

But now so it is may it Please this Honble Court the said Tanjore Gnamoorty Patham Obstinately and wilfully refuses to give your Orator any manner of satisfaction touching the Premises Your Orator therefore Prays a general relief such as this Honorable Court shall appear agreeable to Equity

and

and good conscience To the end therefore that the said Sanjore Gramcorty Patham May upon his Corporal Oath true and Perfect Answer make to all and Singular the matters and things herein before alledged and set forth as fully truly and effectually to all intents and purposes as if the same were herein again repeated and Interrogated and he decreed to pay unto your Orator the aforesaid sum of Five Hundred Pagodas with all Interest due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Sanjore Gramcorty Patham to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear at certain time and Place to be by this Honorable Court Limited and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honorable Court shall Seem Meet

William Cramwell
Attorney for the Complainant

Vepery November 16th 1764

I Sanjore Gramcorty Patham do hereby Acknowledge to have given this Mortgage Obligation unto the Reverend Mr John Phillip Fabricius English Missionary at Vepery of My House standing and Being Situated in Mootal Pella on Linga Chetty Street Between Linga Chetty Palankeen Godown and another Godown at the East side which House and also another Godown of Mine at the west side of My House and the two Wells of Sale of the said House and Godown I have Mortgaged unto the said Reverend Mr John Phillip Fabricius for and in Consideration of the Sum of Five Hundred Pagodas which Sum I Promise to Pay with the Interest at the Rate of Nine per Cent per Annum on or before the 16 day of May which shall be in the Year 1765 and in default of Payment on the said respective day I will sell my said House and Godown valued at Seven hundred Pagodas & discharge this Mortgage Obligation and in case I do not sell them I do hereby empower you so to do and pay your self out of the Produce of them drawn by Maya puer

Witness
Chacharapon
Yagampaon mastry

Signed by Gramcorty

A true

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator
Edward Edwards of Madras Merchant That whereas John Frances Edwards of the same
place Merchant Stands Indebted to your Orator in the Sum of One thousand Eight hundred
and fifty four Pagodas Eight fanams and twenty Nine Cash making in Sterling Money
of Great Brittain at the Rate of eight Shillings for every Pagoda Seven hundred and
forty one Pounds fourteen Shillings or thereabouts as will more fully Appear upon Reference
to an Accounts Current Marked A for the Inspection of this Hon^ble Court hereunto annexed
and which Your Orator prays may be admitted as part of this Your Orators Bill of
Complaint For Whereas the said John Frances Edwards some time in the Year of
Our Lord One thousand seven hundred and fifty three became Jointly concerned with
Your Orator in an Adventure to Manila Amounting to Four thousand five hundred
and Sixty seven Pagodas forty One fanams and four Cash which said Adventure was
Shipped on board the Indiaman bound for the said Port of Manila on which said Ship
the said John Frances Edward imbarqued Acting as Supra Cargo for the said Joint Concern
The Amount of which was taken up at Respondentia at the Rate of Eighteen per Cent premium
And whereas the said John Frances Edwards some time after his Arrival at Manila
aforesaid remitted Your Orator in Spanish Dollars the Amount of four thousand
and Ninety Eight Pagodas Eight fanams and forty Cash as Appears upon Reference
to Your Orators Account of the said Joint Concern Marked B also hereunto annexed soon
after the Arrival of which Money your Orator discharged the whole Amount of the said
Adventure taken up at Respondentia with the Premium and Goods due on the
same Amounting in all to the sum of Six thousand one hundred and Nine Pagodas
Twenty four fanams and Eleven Cash by which it appears that Your Orator Advanced
for the Payment of the said Amount of Respondentia the sum of Two thousand and
Eleven Pagodas fifteen fanams forty One Cash more than what the said John Frances
Edwards remitted Your Orator for discharging the same the half of which Sum with Interest
thereon Your Orator has debited the said John Frances Edwards for in the said Account
Marked A And whereas Your Orator hath Amicably demanded the said Sum
of One thousand Eight hundred and fifty four Pagodas Eight fanams and twenty
Nine Cash due to Your Orator on Account of the said Joint Concern as also finally to
Adjust with Your Orator the Accounts of the said Adventure under the Care and
Management of the said John Frances Edwards

But

A true translate as near as can be from the Original Malabar by Comaraja Sworn Interpreter

William Cranmer Esq
Attorney for the Complainant

Mayor's Court at Madrasapatnam } Tuesday the 9th day of July Anno Domini 1765

Present
Claud Russell Esquire Mayor
Peter Maruitte John Dibonnaire &
Thomas Powney Aldermen

Between John Philip Fabricius English Missionary of Tepasy Complainant and Sangoe Gnanaooty Pedhian of Madras Gold Smith Defendant

The defendant being in Court and acknowledging the justness of the Complainants demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of Five Hundred Sangeeas Pagodas 500 — Together with such Interest as may or shall hereafter become due thereon until full Payment made according to the tenor of the Obligation and pay also all Costs of this Suit

Plus

& Pul now so'd Complt may it please this Honble Court the said John Frances Edwards Esqrs Your Orator Satisfaction and the premisses Your Orator therefore prays a Genral Relief such as this Honble Court shall appear Agreable to Equity and good Conscience To the end therefore that the said John Frances Edwards may upon his Corporal Oath & true and perfect Answer make to all and singular the matters and things herein before Alledged and set forth as fully and perfectly to all intents and purposes as if the same was here again Repeated and Interrogated and be decreed to pay unto Your Orator the said Sum of One thousand Eight hundred and fifty four Pagodas Eight Fanams and Twenty Nine Cash with all Interest due thereon Also to account with Your Orator & your Orators Share of the said Joint Concern under his Care and Dispasal and Costs of Suit

May it please this Honble Court to cause the said John Frances Edwards to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and Districts thereof personally to be and Appear at a certain time and place to be by this Honble Court prefixed and Appointed then and there to answer this Your Orators Bill of Complaint and further to do and Stand abide such Order and decree as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Dr

Mr. John Francis Edwards

1753 July	22	To Cash Lent You		Pa	150.			By Ballance due	Pagodas	1854.	8.	24
		To Interest on ditto from 22d July 1753 To the 18th December 1761			100.							
1754 Aug.t	2	To Your Draught in favour of Mr. Douglas			39.	23.	50					
		To Interest on ditto from 2. August 1754 to the 18th December 1761			23.	14.	18					
1755 April	26	To Your half of the Ballance of our joint Account			1005.	25.	65					
		To Interest on Ditto from 26th April 1755 To the 18th December 1761			534.	21.	56					
			Pagodas		1854.	8.	24					

Fort St. George 18th December 1765

Errors Excepted

P. Edward Edwards.

Read and filed 3rd
Jur: in Cur: 25 August 1763

The Answer of John Francis Edwards
to the Bill of Complaint of Edward Edwards

This Defendant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit of Exception to the many Errors
Uncertainties and Imperfections in the said Bill Contained for Answer thereunto or unto so much
thereof as this Defendant is advised doth materially concern him to make Answer unto he this
Defendant Answereth and saith that some time on or about the Month of July in the Year of
our Lord one thousand seven hundred and fifty three a Ship called the Travancore was going
to Manila on Account of the Merchants there residing in which he this Defendant was
desired to go on Account of the said Merchants this coming to the Ears of the Complainant
who was his intimate Friend and Acquaintance sent for this Defendant and entred into
an Engagement to Carry Goods and Merchandize from the Coast of Coromandel to Manila
on Adventure which amounted to the Sum of four Thousand seven hundred and sixty seven
Pagodas forty one Fanams and four Cash agreeing to share the Profits that might arise
and bear the Loss of any of the said Goods and Merchandize which Consisted of
Chunks and Sundries packed up and delivered by one Sanga Chetty as a good Assortment
and Answering the particular Musters of each Bale as by a Reference to the Account
thereunto Annexed and Agreement entred into will particularly explain the Quantity and
Assortment of the Goods shipped on board on Account of the said joint concern, And this Defendant
saith that confiding entirely on the Words of Mr Edward Edwards the Complainant that
the Person who so Packed them had given him his word that they were good Goods and
answering in every Particular to the Musters and more Especially as he the Plaintiff
had been a great Friend to the Person who provided the said Goods for the joint concern
And this Defendant saith that the said Goods were put on board the said Ship Travancore
and presently after they set Sail for the Straits of Mallacca and on entring the said Straits
a dangerous Lee he was found to be Sprung on the said Vessell which obliged them to put
in to Mallacca where they continued eight Months and upwards before they were
capable of performing their intended Voyage in the Meantime the Goods were unshipped
and damaged and deposited in safe and convenient Places allotted for that Purpose after
the Vessel was undocked how soever and the Winds permitting they proceeded on their Voyage
to Manila at which Port they arrived in the Month of June in the Year of our Lord one
thousand seven hundred and fifty four and upon their Arrival this Defendant immediately
put up to the said Goods and Merchandize when no Purchasers appeared receiving
information at the same time that as the great Galeon was not then arrived from Siam
[illegible] for their Cargoes and the Ships and the Masters together with the
Galeon

Dr. Mr. John Francis Edwards His Joint Concern to Manilha with Edward Edwards Cr. 1754

1755 April	26	To Principal of Linga Chetty's Bond	P	3700					1755 April	15	By Mexico Dollrs received 5454 @ 394 3/4 at Dollr	P	3141 3 7
		Premium at 18 ℔ Cent		666							16 3/8 ℔ 100 Pagodas		
				4366							By Lyd 1553 Dollrs at 16 3/4 ℔ 100 Pagodas		894 22 60
		Portabat 8 ℔ Cent for 1 year		349	10		4715	10			By 1 ℔ Cent Profit upon 1553 Dollars		62 18 60
		To Principal of Mrs Salomons Bond	P	600									4098 8 40
		Premium and Portabat 33 ℔ Cent		198			798				By Ballance due		2011 15 54
		To My Own Principal Cal Respondentia	P	467	25								
		Premium at 18 ℔ Cent		84	8 51								
				552	7 51								
		Portabat 2 ℔ Cent for 1 year		44	6 40		596	14 11					
		Pagodas					6109	24 11			Pagodas		6109 24 11

Fort St George 18th December 1761.
Errors Excepted.
p Edward Edwards

of his Land from the Sum of Thirteen hundred and sixty three Dollars to make up the Sum of five thousand Dollars and offered at the same time to carry his Merchandize brought from Batavia and to dispose of it there to the best advantage And this Defendant further saith that upon Receipt of the money he immediately paid the said Don Blas De Castellon part of his principal advanced him on the Good left in his hands as a Security the sum of five thousand Dollars leaving two Bales of Sayas as a Security for the remaining Sum of two thousand Dollars and at the time he payed such Sum of five thousand Dollars with the interest before specified he received the Charty without any Damage which was part of the Deposit the security was compleat soon after the said Goods were put on board the said Don Placido Pigoloti Ryal and under his Charge to carry to Batavia there to be sold to the best Advantage and at the same desiring the said Don Placido Pigoloti to pay himself the money that he borrowed for this Defendant out of the Profits arising by sale of the said Goods and to bring the remainder in Cinamon as had been previously agreed upon at the time the money was borrowed And this Defendant further saith that the said Don Placido Pigoloti at sailed from Manila to Batavia and upon his Arrival at that Place the Good were offered for Sale which not answering they being so very bad no one would bid which obliged the said Don Placido Pigoloti to take up money to the Amount last aforementioned to be lent by the said Don Placido Pigoloti to this Defendant which money so borrowed at Batavia was twenty per cent Premium upon respondentia. And this Defendant also saith that upon Arrival of the said Don Placido Pigoloti at Manila the Misericordia applyed to the Defendant and his Sureties for Payment of the Bond in their hands together with Interest as the Defendant then had no money or Effects were with all to discharge the same the said Don Placido Pigoloti and Don Sebastian Spinasa were obliged to pay off the said Bond And this Defendant saith that by the persuasions of Don Sebastian Spinasa the said Don Placido Pigoloti deposited the Goods in his hands (as being an Inhabitant of Manila and a man of some distinction there) who appropriated the same to his own Use as in part of satisfaction of the money advanced to the Misericordia for this Defendant and still applyed to the said Don Placido Pigoloti for further Sum of three or four hundred Dollars to discharge the remainder of the money he advanced for this Defendant as he the said Don Sebastian Spinasa had valued the Goods at a Publick Appraisement which did not amount to the sum he had paid for this Defendant, but the amount of the Appraisement this Defendant cannot set forth And this Defendant saith that the said Don Placido Pigoloti did advance such Sum for him which he believes to be about four hundred Dollars and about this time Don Blas De Castellon applyed to this Defendant for Payment of the two thousand Dollars being the remainder of the seven thousand Dollars aforementioned and for which remainder the Sayases were deposited as a Security upon this the Defendant applyed to one Mr. Kelley a Merchant to Purchase the Goods in the said Don Blas De Castellons hands which were two Bales of Sayases who complyed with such application and agreed to

purchase

Galion arriving from New Spain and bringing the News of a bad Market there could be no demand for the same about this time the Inhabitants of the Place sent their Goods and Merchandize to sale and were obliged to accept of forty four per Cent less than their Invoice Cost And this Defendant further saith that the aforesaid Vessel Diana were being ready to sail for the Coast of Coromandell and thinking it most prudent to take up money upon the Goods and to send to the Advantage of the joint concern and as a sum of money was offered to be Lent them at five Per Cent by his Friends at Manilla tho' the Common interest then were ten Per Cent and well knowing that the Complainant and himself were jointly concerned in the several Bonds upon Respondentia to the amount in the Complainants Bill specifyed he this Defendant did accept of the Sum of seven Thousand Dollars as from Don Blas De Castellew and Don Philip Bustamante one Thousand Dollars upon the Credit of the said Goods depositing the whole joint concern in the said Don Blas De Castellews hands as a Security for Payment of the said seven thousand Dollars save and Except a few Bales amounting to the Sum of one hundred and forty three Pagodas and twenty one Fanams as is charged in the said Account Agreement hereunto annexed And this Defendant saith he remitted the said Seven thousand Dollars home as the Complainant has Desired in his Bill with directions to Mr Edward Edwards the Complainant to discharge the Respondentia Bonds And this Defendant saith that for a considerable time together he endeavoured to Barter off the said Goods but as they were so very bad in every particular found it impracticable which induced him to take the Advice of his Friends at Manila who were Merchants what Trade on the Goods deposited in Don Blas De Castellews hands who advised him to send them to Batavia in order to get Cinnamon in return which Article they the said Merchants much wanted, he closed with this advice as this Merchandize and all allowed it to be a very prudent Scheme This Defendant further saith that as the Goods were deposited in the Hands of Don Blas De Castellew as a Security for the Money advanced him this Defendant about the Month of March one thousand seven hundred and fifty six he applyed to the Mercercadas at Manila for the Sum of five thousand Dollars upon Respondentia to Batavia they not having more than three thousand six hundred and thirty one Dollars and that owed to him this Defendant after the rate of fourteen per Cent premium and at the same time obliged him to send two Surety's for the money who were immediately complyed with on the Instance of Don Jacinto Pegolete and Don Sebastian Spinola of Manila Merchants And this Defendant further saith that the said Don Jacinto Pegolete being afraid

If

Account of the Mint as he this Defendant Asserted the said Mr Edward Edwards the Complainant who promised to give him this Defendant half the Profitts of the said Mint Business and did actually make Good such promise and for some reasons this Defendant rejected the Gift as a thing if accepted of would appear ungenerous but as this Defendant has not at present any Books of Account to certify the truth of this Assertion cannot particularly set forth therefore leaves it entirely to the justice of this honorable Court whether he shall be charged with the said Debt And this Defendant also says that it appear by translate of Letters here to annext that the Goods that were delivered to him were in a very bad Condition and unfit for Manila or any other Place to the Eastward of this Coast which was the Original of all this Defendants Vexations who throughly confideing in the Complainants Words placed his Expectations entirely on the Profitts of the said Gift And this Defendant lastly says that as it appear by power of Attorney (a true Copy whereof is here to annexed) that he was to collect in Sue for and receive such Debts that were or might be due and owing to Mr Edward Edwards the Complainant and as the Bill prays a final Adjustment of all the Accounts of the said Mr Edward Edwards in which he this Defendant has had any Dealings on behalf of the aforesaid joint Concern now in Debate this Defendant Saith he never received by Virtue of the said Power of any Person or persons at Manila any Sum of Money what soever on Account of the said Mr Edward Edwards the Complainant

All which Matters and things this Defendant is ready to aver maintain and prove as this Honorable Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges on this behalf most wrongfully sustained

John Francis Edwards

Charles Bromley
Attorney for the Defendant

purchase the same at ninety five Dollars per Corge the whole amounting to the Sum of
two thousand seven hundred and thirty one Dollars after such purchase upon the Examination
of the Goods by Mr Kelley who finding the same to be of very bad Quality such as would never
enable him to vend the same offered this Defendant five hundred Dollars to be off his
Agreement which this Defendant refused as having had a great deal of Trouble and vexation
on the same but by the frequent intreaties of the said Mr Kelley he left them on his hands
upon his agreeing to pay off and discharge the Debt that was due and owing to Don Thos
De Castelleon and Don Phelipe Beaulamonk amounting to the Sum of two thousand three
hundred and fifty Dollars and this Defendant further saith that to the several Articles
specified in the Invoice hereunto annexed or the Account Agreement by him made amounting
to the Sum of one hundred and fifty three Pagodas and twenty one Fanams some were sold at
Mallacca others at Manilla some upon Land and some last and these that were sold except a few
were never paid for but having no manner of Account by him here willing to pay the said
Principal with such interest as this honorable Court shall think meet And this Defendant
further saith that out of the Goods that were deposited with Don Thos De Castelleon and
after taking the same out of such Deposit he employed four Corge of Chinck to various Uses
and for which he has given Mr Edward Edwards Credit in his Account current hereunto
annexed And this Defendant further saith that being indebted to the aforesaid Don
Placido Pigeleto on Account of the said joint concern he was obliged to give some Acknowledge-
ment of the same to the amount of two thousand and fifty four Dollars and four Reals
being principal and former sums due upon respondentia and money advanced on Account
of the said joint concern which Note or Writing bearing date the fourteenth day of
February in the Year of our Lord One thousand seven hundred and fifty eight together
with an Endorsement of the same being fully discharged bearing date the twenty eighth
day of February one thousand seven hundred and sixty three as appears by a Translate hereunto
annexed for the inspection of this Honble Court And this Defendant further saith that the said
several Transactions here specified are notified by several Translates of Letters and Papers
hereunto annexed together with the Invoice or Account Agreement dated the twenty seventh
day of July in the Year of our Lord one thousand seven hundred and fifty three and signed
Edward Edwards and John Frances Edwards by which Agreement it appears that
this Defendant had an Equal Interest in the said Goods and as such the said Complainant
ought to stand to and abide by the Loss or Gain that this Defendant had met with And
this Defendant further saith that to the sum of one hundred and fifty Pagodas said to
be Lent to this Defendant by the Complainant in the Bill he believes it to be on

Account

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Dr. Mr. Edward Edwards Cont

To Freight on Goods Carried to Manilla on our Joint Account Viz the Amount of Pagodas 4767 @ 14 ½ Cent Premium is Pagodas 667. 13. 5½ Your halfs	333. 21. 6½	
To Interest paid on the following Sums Viz		
on 5000 Dollars from 17th Febry 1755 to 17th March 1756		
1 Y. 1 M. @ 5 ½ Cent ½ Annum is Dollars 270. 6. 8 @ 15 ½ 10 Pagodas	168. 12. 12	
on 2000 Dollars from 17 Febry 1755 to 30th July 1757		
2 Y. 5 M. 13 D. @ 5 ½ Cent ½ Annum is Dollars 245. 2. 2 @ 15 ½ 10 Pagodas	153. 13. 12	
Pagodas	346. 2. 08	173. 1. 20
Your halfs		
To Respondentia taken up from the Muscovadia @ 14 ½ Cent Premium on Dollars 2625 is am.t to Dr. 508. 2. 8 @ 15 ½ 10 Pag.s is Pag.s 238. 2 Your halfs		169. 16.
To Cash paid Don Placido Pigalo being the amount of the Principal and Respondentia on Lent Mer on Voyage to Batavia Dollars 2054 @ 15 ½ 10 Pagodas is 1369. 12 Your halfs		684. 24.
To House Rent at Manilla from 1st Augt 1755 to 21st March 1756 is 200 Dollars 15 ½ 10 Pagodas is Pagodas 333. 12 Your halfs		166. 24.
To Mty Expences during my stay at Manilla from 20th June 1756 to 28th Febry 1758 is 2. 8. 8. 10 Pags ½ Annum is Pags 968 Your halfs		484. 4.
Pagodas	2010. 18. 7.	

Fort St George
17th

Dr. John

Account Current with Mr. John Edwards Cr

By Ballance of our joint Account as of Your Account Current dated 26th April 1755 is Pagodas ..... 2011. 15. 55 My half is	1005.	25.	67/8
By Cash lent Me as of Your Account Principal	150.	..	..
By the Amount of a Draught in favour of Mr. Douglas for	39.	22.	50
By five Corge of Chunky sold at Manilla at 90 Dollars p Corge is Dollars 450 @ 15 p 10 Pagodas 300 Your half is	150.	..	..
By sundry Baga Sales sold at Manila and Mallacca amounting to Pagodas 143. 18. Your half is	71.	27.	7
	1416.	35	27/8
By Ballance due to Me	593.	23.	49
Pagodas	2010.	18.	7

18th August 1763

Excepted

Fran.s Edwards

Know all Men by these Presents that we Edward Edwards and John Francis Edwards hath laden on board the good ship Swanscore whereof is Commander under God for this Present Voyage Captain William Swallow and by Gods grace bound from this Port of Fort St. George to the Port of Manila and back again to the aforesaid Port of Fort St. George / the following Articles being Numbered and Mark'd as in Margin In Witness whereof we have hereunto set our hand and Seals in Fort St. George this 22 day of July 1753.

Sale №						
1	Containing 5 Corge fine Surrasses at Pagodas 60 p Corge			300		
	Ditto 2 do fine Chints @ do 40 do			80	380	
2	Ditto 7 do second sort Sarrasses @ 45 do				315	
	Ditto 2½ do fine blue Sarrasses @ do 52 do			130		
3	Ditto 2 do & 6 do second Sarrasses @ do 48 do			96	21	
	Ditto 7 do Blue Chints @ do 30 do			210	436	21
	Ditto 7 do second sort Chints @ do 27 do			189		
	Ditto 2 pieces fine red Pulicat Handkerchiefs @ do 3¼ p pce			7	22	
	Ditto 7 do second do @ do 3 p pce			21		
4	Ditto 10 do Green and White do @ do 2 p pce			20		
	Ditto 10 do Green Saravandam @ do 2½ p pce			25		
	Ditto 10 red Cambays @ do 2½ p pce			25		
	Ditto 10 do Black and Blue Chints @ do 1½ p pce			15	302	22
5	Ditto 20 do fine Chints @ do 37 p Cor				740	3 4
6	Ditto 20 do second sort do @ do 29 do				580	
	Ditto 15 do third sort do @ do 24 do			360		
7	Ditto 3 do third sort Sarrasses @ do 37 do			111	471	
	Ditto 5 Corge fine Sarrasses @ do 56 do			280		
8	Ditto 5 do second do @ do 40 do			200	500	
	Ditto 18 pieces of fine Pulicat handkerchiefs @ do 50 do			45		
	Ditto 20 pieces second sort do @ do 25 do			25		
	Ditto 20 do Cambays @ do 38 do			38		
	Ditto 6 do of Negas @ do 38 do			11	16	
	Ditto 2 do Dimity @ do 60 do			6		
9	Ditto 60 do Moorees @ do 45 do			135		
	Ditto 5 Patch of superfine Chints @ do 7 do			35		
	6 do of Blue and White handkerchiefs			11	316	16
			Carried Over Pagodas		4041	20 4

	Brought Over Pagodas				4041.	20.	40
Bale N.° 10	Containing 10 Corge Fine Chintz	@ Pags 36 ₰ Corge	365				
	Ditto 4 do Blue 2 sort	@ do 20 do	80				
	Ditto 3 do Fine 2 sort	@ do 27 do	81				
	Ditto 3 do Third sort	@ do 19 do	57		583		
					4624	20	
Box	Containing						
	1 French Past Flower for the Hair		8				
	Six setts of Paste Buttons @ Pags 2 ₰ Sett		15				
	four do Stone do @ 2 do		8				
	a Sett of Paste Buckles		12				
	A pair of Stone Buckles set in Gold		4				
	Another spring for the hair		5				
	A pair of Paste Earings		11				
	A perspective Glass		24				
	seventeen Picture Frames		11	24			
	Twenty two Pictures		22				
	Another small flower for the hair		5				
	a Paste Ring		2				
	two Casks of Beer at Pags 8 ₰ Cask		16		143	24	
	Pagodas				4767	44	4

Now the condition of this Obligation is such that we the aforesaid Edward Edwards and John Francis Edwards do hereby declare that we have taken up the above goods of different Persons at Respondentia and to pay the Premium of 18 ₰ Cent for 12 Months if Longer than Voyage and we do further declare that we are equally concerned in the Purchase of these Goods and all other Benefits that may arise from the sale of them at the aforesaid Port of Manila upon the said Ship Swanscon's safe arrival there or the aforesaid John Francis Edwards to whom they are Consigned to or to his Attorneys Executors or Assigns signed and Sealed this Year and Date above Written In the Presence of—

Jn.° M.° Jerling

Edward Edwards (Seal)

John Francis Edwards (Seal)

Know all Men by these Presents that I Edward Edwards do hereby Nominate Constitute and appoint John Francis Edwards of Manilla to be My true and Lawfull Attorney to ask demand and require sue for Recover and Receive all Debts Dues and Demands whatsoever that are or may become due to Me and to give Legal Receipts and Acquittances for the same in as full and ample a manner as if my self was present and to transact all Affairs concerns whatsoever that shall be Expedient necessary to be done touching and concerning the Premises giving hereby my said Attorney full power and Authority for the Execution of these Presents Ratifying and confirming whatsoever my said Attorney shall do or Lawfully cause to be done in my Name by Vertue of these Powers In Witness whereof I have hereunto set my hand and Seal at Fort Saint George this twenty second day of July in the Year of our Lord One thousand seven hundred and fifty three

Edw. Edwards (Seal)

Signed Sealed & Delivered
(where no Stamp paper is to be had)
in the Presence of
Jn.o Mc. Ferling

A Translate of an Obligation from the Spanish Original

Don Francis Edwards Resident in Santa Cruz being ready to return to the Coast of Commandell confess that I owe to Don Placido Pigoloti Chevarse Resident in Santa Cruz the Quantity of two thousand and fifty four Dollars and four Reals which was demanded by Superior Order of the Governor of these Islands where the Obligation was lodged for one thousand four hundred Dollars Principal in the Appendentia at twenty p.r Cent which Quantity I oblige my self to satisfye at my return to the said Coast in Case I is not paid before by my Attorney by the Money arising from a Demand on Don Sebastian Espinosa and other Creditors and if I should remain on the Coast this Year and the next and if I should be a Ship bound for Manilla and should not embark in the same but to proceed to Europe I oblige my self to satisfye the said above sum named to any person who shall have Power from Don Pigoloti to make a Demand In Witness whereof I have set my hand this fourteenth day of July 1758

John Francis Edwards

Translation

being of a bad Condition and Parrelling over to this day you have not been able to dispose of the Shiss at Batavia unless it was for a very Low Price, therefore my friend you must sell and determine this Affair as soon as possible if not I shall be obliged to represent this affair to the Alcalde to compel you to it. God keep you dated May 20, 1757

Your Most Obedt and Hble
Blass Samento Castellion

Read and filed
10 January 1764

Replication of Edward Edwards Late of Madras Merchant to the Answer of John Francis Edwards of the same place Merchant

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors Insufficiencies and Untruths in the said Answer Contained for Replication thereunto saith that the said Answer is in many Respects very Untrue and Insufficient in the Law for this Replyant to And this Replyant further saith that concerning the quality of the Goods that were Sent to Manilla in the Joint Concern of the Defendant and this Replyant this Replyant conceives this matter to be of Little or no Consequence to the merits of the present Suit as the Invoice thereof was Signed by the Defendant and this Replyant which Signified the Defendants approbation of the same How farr the Loss that provided these Goods might have Imposed upon this Replyant in the Quality thereof this Replyant cannot say But in order to Convince to this Honble Court that the badness of the Quality of the said goods was no Impediment to the Sale of them this Replyant prays reference to a Letter from Mr. John Spratt at that time at Manila which was wrote to this Replyant and ready to be produced when required which plainly accuses the Defendant of Negligence and not disposing of the Joint Concern and the said Goods But this Replyant would further remark to this Honble Court that the Defendant in his Disposal thereof at Least his Endeavours to dispose of them has proceeded directly Contrary to the Express terms of the agreement made and Signed between the Defendant and this Replyant and for which he stood Bound by Covenant by a Bond in the said Agreement that the said Goods were to be Sold at Manila and not sent to Batavia which the Defendant unprovidently

unprudently for him to do this Replyant cannot in the Least wonder that the said Goods proved unsalable at the Later part, For it cannot be Conceived that Goods provided For a Spanish Market can be proper for a Dutch one This Replyant therefore most Justly Excepts and firmly maintains that He is in no Shape accountable with the Defendant for any part of the Responderitia the Defendant charges on this Account in the 3 and 4th Articles on the Debit side of his Account Current annexed to his Answer which amounts to Eight Hundred and Seventy Dollars for premium thereon This Replyant can in no Shape admit of the Charge of Two hundred and fifty dollars being as he alledges for this Replyant's half Share of House Cost Paid by the Defendant at Manila nor does this Replyant think himself Lyable to be Charged with his Half Share of the Defendant Expences during his Stay at Manila the Last Article on the Debit side of his Account Current For he Conceives that the Defendant is Entitled to his Commission and no more on the Sale of the said Concern This Replyant must also Except to the Charge of three hundred and Thirty three Pagodas twenty four Fanams and Sixty Seven Cash for Freight of the said Goods to Manila As it is directly contrary to a Letter received by this Replyant from the Defendant Just before his Departure from Madrass and the Bill of Lading for the same both happily for this Replyant pass from the Letter of which marked B N. 2 is here unto annexed whereby it must Clearly appear that no Freight is to be paid for the same In the Defendants Letter he thus writes — Jawn with the Governor this Afternoon who received me very graciously & Every thing Apart is forgot He was so good as to tell me that all the goods I had or intended to carry on Land should go Freight free —

This Replyant would further observe to this Honble Court that as the Defendant took upon him without any authority whatever and Contrary to agreement to send the Greatest part of the said Joint Concern from Manila to Batavia This Replyant can in no wise allow that they after this Act of the Defendants were a Joint Concern But that they remained wholly and Solely at the Risque and Account of the Defendant and therefore this Replyant can in no wise Submit to the pretended appraisement of part of the said Goods and the Sale of the Rest as the Goods were of such a Nature as to Suffer much by the time they remained on Hand which is well Known in the Articles of Chintz whose Colors by reason of this will Loose much of their and Turn Yellow This Replyant is somewhat Surprised to find the Defendant alledge that he is not possessed of the Accounts of the Disposal of the Box of Toys Included in the said Joint Concern which plea this Replyant can in no wise admit as Sufficient And therefore Submits upon his producing a Regular Account Sale thereof However In order to Help the Defendant in composing of the best Answer to notice that in a Letter received from him by this Replyant dated 22d February 1754 from Wallacca He there requested this Replyant that he had obtained great Profit on some of them that the Spring that cost five Pagodas he sold for twenty five the Perpetuanes that cost Twenty four Pagodas sold for a hundred Spanish Dollars

Dollars and an Organ that was worth as much more a Ring that He bought for two Pagodas for Seventeen Spanish Dollars And the Defendant alledges in the said Letter that he made no Doubt but that he should sell the Rest well at Manilla Ao to the sum of One hundred and fifty Pagodas charged by this Replyant to the Defendant on Account of Mr Edward Edwards is now dead And the Receipt for it is Acknowledged by the Defendant & Remains with him to prove that Sum was on Account of the Ward as by him alledged All which matters and things the Defendant is ready to aver maintain and prove as the same is herein alledged and Expected And humbly prays as in and by his Bill he has already prayed

Archdale Palmer
Solr for the Replyant

Shipped by the Grace of God in good Order and Condition by John Francis Edwards in and upon the good Ship call'd the Swallow whereof is Master under god for this present Voyage William Swallow and now Riding at Anchor in the Road of Madras and by God's Grace bound for Manilla to say Ten
1 F E
10 Bales
Bales of Piece Goods being marked and numbered as in the Margent and are to be Delivered in the like good Order and Condition at the aforesaid port of Manilla (the Danger of the Seas only excepted) unto John Francis Edwards or to his Assigns with Primage and Average accustomed. In Witness whereof the Master or Purser of the said Ship hath affirmed to Two Bills of Lading all of this Tenor and Date the one of which Two Bills being accomplished the other Ow to stand void And so God send the good Ship to her desired port in safety. Amen. dated in Fort St George this 22d of July 1753.

Contents unknown to Wm Swallow

Read and filed 8th May 1764

The Rejoinder of John Francis Edwards to the Replication of Edward Edwards

The said defendant saving to himself now and at all times hereafter all and every the Advantages of Exception to the manifoldness and insufficiency of the said Replication for Rejoinder saith that he will aver and prove that his said Answer by him put in to this Honorable Court to the Bill of Complaint is very true certain and Sufficient in the Law and that all and every the matters Articles and things

Dollars and an Organ that was worth as much more a Ring that He bought for two Pagodas for Seventeen Spanish Dollars And the Defendant alledges in the said Letter that he made no Doubt but that he should sell the Rest well at Manilla Ao to the sum of One hundred and fifty Pagodas charged by this Replyant to the Defendant on Account of Mr Edward Edwards is now dead And the Receipt for it is Acknowledged by the Defendant & Remains with him to prove that Sum was on Account of the Ward as by him alledged All which matters and things the Defendant is ready to aver maintain and prove as the same is herein alledged and Expected And humbly prays as in and by his Bill he has already prayed

Archdale Palmer
Solr for the Replyant

Shipped by the Grace of God in good Order and Condition by John Francis Edwards in and upon the good Ship call'd the Swallow whereof is Master under god for this present Voyage William Swallow and now Riding at Anchor in the Road of Madras and by God's Grace bound for Manilla to say Ten
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10 Bales
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Read and filed 8th May 1764

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The said defendant saving to himself now and at all times hereafter all and every the Advantages of Exception to the manifoldness and insufficiency of the said Replication for Rejoinder saith that he will aver and prove that his said Answer by him put in to this Honorable Court to the Bill of Complaint is very true certain and Sufficient in the Law and that all and every the matters Articles and things

1768

Dollars and an Organ that I owe him as much more a Ring that He bought for two Pagodas for Seventeen Spanish Dollars And the Defendant alledges in the said Letter that he made no Doubt but that he Should sell the Rest well at Manilla Viz to the Sum of One hundred and fifty Pagodas charged by this Repliyant to the Defendant in Account of Mr Edward Edwards is now dead And the Receipt for it Acknowledged by the Defendant Remains with him to prove that Sum was on Account of the Ware as he Says

All which matters and things the Defendant is ready to aver maintain and Prove as the same is herein alledged and Expected And humbly prays as in and by his Bill he has already prayed

Archdale Palmer

Atty for the Repliyant

Shipped by the Grace of God, in good Order and Condition by John Francis Edwards in and upon the good Ship called the Swanscore whereof is Master, under god, for this present Voyage William Swallow and now Riding at Ancor in the Road of Madras and by Gods Grace bound for Manilla to say Ten
1 F E 1 to 10 Bales of Piece Goods being marked and numbered as in the Margent and are to be
10 Bales Delivered in the like good Order, and Condition, at the aforesaid port of Manilla (the Danger of the Seas only excepted) unto John Francis Edwards or to his Assigns with Pronage and Average accustomed. In Witness whereof the Master or Purser of the said Ship hath affirmed to Two Bills of Lading, all of this Tenor and Date, the one of which Two Bills being accomplished, the other Ord to stand void And so God send the good Ship to her desired port in safety. Amen. Dated on board the George this 22d. of July 1753.

Insured and Contents unknown to Wm Swallow

Read and filed
8th May 1764

The Rejoinder of John Francis Edwards to the Replication of Edward Edwards

The said defendant saving to himself now and at all times hereafter all and every the Advantages of Exception to the manifold Insufficiencies and Imperfections of the said Replication for Rejoinder saith that he will aver and prove that his said Answer by him put in to this Honorable Court to the Bill of Complaint is very true certain and Sufficient in the Law and that all and every the matters Articles and things

things therein Contained are true in such sort manner and form as in and by this Defendants said Answer they are truly set forth and Declared And this Defendant for further Rejoinder saith that by the Invoice of the twenty second of July one thousand seven hundred and fifty three he conceives the Quality thereby described of the Goods to be very Essential as the badness of the same were partly the Cause of the Trouble as afterwards fell out and which is particularly related in this Defendants Answer And this Defendant further saith that with respect to any intelligence from Mr. John Spratt concerning this Defendant he conceives must be without foundation of Truth for Mr. John Spratt did not arrive till the Season after the Arrival of the Jarvancore on which space of time this Defendant had taken up money upon the Goods to the amount in the Answer set forth and remitted the same to Madras in order to discharge the Respondentia with the pro Rata that there was due occasioned by the Jarvancores Leak as before set forth in this Defendants Answer And this Defendant further saith that he thinks that he is clearly discharged of the Aspersion thrown on him by the said Complainant introducing the intelligence he received from Mr. John Spratt as appears by the Testimony of those Gentlemen whose Names are inserted in this Defendants Answer they in their several Negociations approving of this Defendants Conduct and Acknowledging the trouble he had been at with the cause thereof And this Defendant further saith that he certainly had a right to dispose of the Goods in the Manner as set forth in his Answer as the same was pursuant to the Advice of the Merchants then residing Manilla he not being confined to any one place for the Sale of the Joint Concern and more especially as the same appeared to this Defendant very beneficial to their Interest as there was no Market for such Goods for the reasons alledged in this Defendants Answer and that as this Defendant was equally concerned with Mr. Edward Edwards he presumes he had an undoubted right to make such Disposal of the Goods as their Interest required and this Defendant further saith that Goods proper for a Spanish Market are not improper for a Dutch one And the said Defendant also saith that to every Item charged in his Account Current annexed to his Answer he does and will annex that the Replicant ought to abide by not only what this Defendant did and his own Capacity as a partner particularly interested but by virtue of a Power of Attorney given by the Replicant to this Defendant by which it appears the Defendant to have been generally left to follow his inclination to their Mutual benefit and this Defendant saith that he is pretty certain that had any profits accrued by the Sales of the Goods at Batavia the said Mr. Edward Edwards or his Administrator would have insisted on a Moiety of the same as by right they were entitled to therefore the Replicant this Defendant saith might Abide by such Loss and Misfortunes as this Defendant met with at Manilla and Batavia as the same did not happen by any Negligence of them but rather by accidents frequently happening in the commercial Way of Life and which are mentioned in the Answer to the Bill of Complaint as instance the

Ships

Ship springing a Leake and loseing her Passage that Season from whence Spring the Disadvantages that this Defendant laid under and which are expressed and shewn unto this Honorable Court in the Answer of this Defendant and which this Defendant hopes will be a reputation sufficient to set aside any Calumny thrown on this Defendant that as to what related concerning the Joys or Pagodas mentioned in the Replication this Defendant humbly Conceives the Exhibited Account will be sufficient to answer every objection that have been made on this head and of those that are not thereby accounted for, the same are in the Possession of this Defendant as he believes And this Defendant will on Answer to what is asserted by the Replicant in his Replication that as he is charged with the Sum of one hundred and fifty Pagodas the same was entirely on Account of some Jewells arising on the Mint Business of which matter he has sufficiently verified by his Answer therefore it remains with the Replicant to compell the Defendant in this matter by some material Evidence or concurrent Testimony

All which Matters and things these Defendants are ready to aver maintain and prove as this Honorable Court shall think meet and pray as in and by his said Answer he hath already prayed

Chas Bromley
Attorney for the Defendant

Read and filed
29th June 1762

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining shewn unto this this Honble Court Your Orator Cheppoomaul Chitty of Madras Merchant Administrator to the Estate of Edward Edwards deceased That whereas the said Edward Edwards having in his Life time filed a Bill of Complaint in this Honble Court against one John Edwards which said Bill was preferred on the day of One thousand seven hundred and sixty to which no Answer has as yet been delivered in by the said John Edwards and whereas the said Edward Edwards having departed this Life the said Suit by Reason thereof is now abated and the said Edward Edwards dying Intestate Your Orator as Principal Creditor of the said deceased has procured from this Honble Court Letters of Administration to his said Estate

To the End therefore that the said John Edwards may shew cause if he can why the said Bill and all the Proceedings in the said Cause should not stand Revived and be in the same plight and Condition as they were in at the time of the decease of the said Edward Edwards your Orators Intestate and that the same may stand revived accordingly And to that end may it please this Honble Court to grant unto Your Orator a Summons to Revive to be directed to the said John Edwards thereby Commanding him at a certain day therein to be Limitted personally to be and appear before this Honble Court then and there to Shew Cause why the said between Edward Edwards the former Complainant and the said John Edwards should not be revived and further the said to abide such Order and direction and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Mayor's Court at Madrapatnam

Tuesday the 6th day of July
Anno Domini 1765

Present
Claud Russell Esquire Mayor
Rbt. Mauritte — John Debonaire &
Thomas Bonney — Aldermen

Between Edward Edwards of Madras Merchant Complainant and John Francis Edwards of the same place Merchant Defendant

This Cause coming on to be Heard and debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill with two Accounts Current annexed The Defendants Answer with an Account Current and other Papers annexed The Replication with a Bill of Lading annexed The Rejoinder The Bill of Reviver On hearing the Pleadings and what was offered by the Attornies

Allowances and due Consideration had thereon, This Court doth therefore for Orders and Decree and doth accordingly by Order and Decree that the Defendant shall pay unto the Complainant the Sum of One thousand Eight Hundred and fifty four Pagodas eight fanams and twenty nine Cash (Pagodas 1854.8.29.) The Ballance of the Last Account Current annexed to the Bill of Complaint together with the Sums of one Hundred and fifty Pagodas (Pagodas 150.--.--) and seventy one Pagodas and twenty seven fanams (Pagodas 71.27.) given Credit for by the Defendant in his Account Current annexed to his Answer deducting therefrom the Sum of one hundred and twenty two Pagodas one fanam and twenty Cash (Pagodas 122.1.29.) being half the Amount of Interest on Seven thousand Dollars Dollars 7000.-.- taken up by the Defendant and Remitted to the Complainant to pay off the Respondentia Credited at this Place as also the Sum of six hundred and Eighty four Pagodas and twenty six fanams (Pagodas 684.26.) being half of the Principal and Respondentia lent to the Defendant by Don Placido Pagolattie a Bond of which with the Receipts produced with Regard to the Defendants Charge of three Hundred and thirty three Pagodas twenty four fanams and sixty seven Cash (Pagodas 333.24.67.) for freight as it does not appear that any was paid the same is not to be allowed Neither is the Sum of One Hundred and Sixty nine Pagodas and sixteen fanams (Pagodas 169.16.-.) charged by the Defendant for Respondentia taken up of the Misericordia as the whole Principal and Respondentia appears to have been paid by Don Sebastion Spenser out of the Goods in his Possession As to the Charge of House Rent It is agreed that the Complainant shall only pay to the Defendant six Dollars (Dollars 6.-.-) pr Month for his share of Godown Rent from the 20th. June one thousand seven hundred and fifty four to the 20th. of March one thousand seven Hundred and fifty six being the time the Goods were sent to Batavia And that in Lieu of the Charge for Capences at Manilla He shall be allowed Commission at 5 pr Cent on the Seven thousand Dollars Remitted here and the Sum of One Hundred and fifty Dollars Dollars 150.-.- for Cleaning and Seventy one Pagodas (Pagodas 71.-.-) for Pagatillas sold by him and that the Interest due on the Ballance of the Account as stated agreable to the above Decree shall be paid by the Defendant to the Complainant from the time of filing the Bill of Complaint and that the Defendant shall pay unto the Complainant the Costs of Suit so far as the Complainant has prevailed in the same and that the Remainder shall be paid by the Complainant

Pr Cur

Read and filed
30th April 1765

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaining

sheweth unto this Honble Court Your Orator Thomas King of his Majestys Ship yorh Purser by his Attorney Charles Bromley of Fort Saint Georg Gentleman That Marchand of Saint Thome Inhabitant stands indebted unto your Orator in the Sum of four hundred Rupees or one hundred and twenty Pagodas upon a Promisary Note of hand bearing date the Tenth day of June in the Year one Thousand seven hundred and fifty nine given by the said Marchand for Value received to Deschault and by him indorsed over to Daniel Thibault Late of Pondicherry Inhabitant and by him indorsed over to your Orator which said Sum of one hundred and twenty Pagodas after the rate of Eight Shillings Fourcey Pagoda will amount to the Sum of Forty Pounds of Sterling money of Great Britain And Whereas Your Orator hath frequently and in an amicable manner requested Payment

But now so it is and may it please this Honorable Court the said Marchand obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator prays all proper Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Marchand may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things herein before Set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and interrogated and be decreed to pay unto your Orator the aforesaid Sum of one hundred and twenty Pagodas with all such Interest as now is or shall hereafter become due thereupon with all Costs of this Suit

May it please this Honorable Court because the said Marchand is to be Summoned and required by the Sheriff of Fort Saint George Town of Madrasapatnam and the districts thereof personally to be and appear before this Honorable Court at a certain time and Place to be by this Honorable Court prefixed and appointed then and there to stand and abide by such order and Decree therein as to this Honorable Court shall seem Meet

Chas Bromley
Attorney for the Complainant

Mayors Court at Madraspatnam

L.S

Mayors Court

Tuesday the 16th day of July Anno Domini 1765

Present

Claud Russell Esquire Mayor

Peter Maritte — Thomas Pomney &

Edward Radom — Aldermen

Between Thomas King of the Mayors Ships York Purser by his Attorney Charles Bumley of Fort Saint George Gentleman Complainant and Marchand of Saint Thome Inhabitant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and twenty Pagodas Pagodas 120 — together with such Interest as now is or shall hereafter become due thereon until full payment is made according to the Tenor of the Promissory Note of Hand sued for also all Costs of this Suit

Read and filed 23 April 1765

Your

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Munnapah Moodelar of Madras Merchant That whereas Marchand Captain

Captain of Infantry in the Service of the French King now residing at St Thome Stands Indebted to your Orator in the Sum of One Hundred and Eighty Pagodas Making in Sterling money of Great Brittain at the Rate of Eight Shillings for every Pagoda Seventy two Pounds as will more fully appear upon Note of Hand Ready to be Produced and whereas your Orator hath frequently and in an Amicable manner demanded Payment

But so it is may it please this Honorable Court the said Marchand obstinately and willfully refuses your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Marchand may upon his Corporal Oath true and perfect answer make to all and singular the matters and things herein before alledged and set forth as truely fully and distinctly to all Intents and purposes as if the same were here again Repeated and interrogated and be dirred to pay unto your Orator the said Sum of One Hundred and Eighty Pagodas together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Marchand to be Summoned and Required by the Sherriff of Fort Saint George Town of Madraspatnam and Districts thereof personally to be and appear at a certain time and Place to be by this Honble Court limited and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Mayors Court at Madraspatnam } Tuesday the 16th day of July Anno Domini 1765

Present
Claud Russell Esquire Mayor
Peter Marriette — Thomas Pomney &
Edward Raddon — Aldermen

Between Hannapa Hoddaier of Madras Merchant Complainant and Marchand Captain of Infantry in the service of the French King now residing at St Thome Defendant

Appearing by the Records of this Court that the Defendant hath been served with the usual Rules to Answer the Complainants Bill but wilfully and obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Eighty Seven Pagodas 1/2 Pagodas 180 — together with such Interest as now is or shall hereafter become due thereon untill full Payment is made according to the Tenor of the Promissory Note of Hand mentioned for also all Costs of this Suit

Order

Read and filed 20th March 1764

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward Jones of Madras Merchant That whereas Mowala Namapah of Madras Merchant Stands Indebted to your Orator in the Sum of three hundred and two Pagodas Seventeen Fanams and Twenty Seven Cash making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda One hundred and Twenty Pounds Nineteen Shillings and Ten Penny as will more fully appear upon an Account Current and Transfer thereunto Annexed And whereas Your Orator hath frequently and in an Amicable Manner Demanded Payment

But now so it is may it please this Honble Court the said Mowala Namapah obstinately and Wilfully refuses your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a Genl Relief as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Mowala Namanapah may upon his Corporal Oath a True and Perfect answer make to all and Singular the Matters and things herein before alledged and set forth as fully and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the said Sum of three hundred and two Pagodas Seventeen Fanams and twenty Seven Cash Together with all such Interest as now is or shall hereafter shall become due thereon also all Costs of this Suit

May

May it please this Honble Court to cause the said Movalor Narrapah to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and Districts thereof personally to be and appear at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide such Order and Decree as to this Honble Court shall Seem Meet.

Archdale Palmer
Attorney for the Complainant

Dr. Movala Narranapa in Acct Current with Narrain Pilla ... Cr

1753 Dec.r	26	To Cash tenthion on his obligation of this date	200.	-	-	1755 April	26	By Cash received this day	27.	12.	-
		To Interest on the above Sum from the 26th: December 1753 to the 11th of March 1764 being Yrs 10: Mos 2: 15 @ 8 p.Cent p.Annum	163.	12.	-	1764 March	11	By Interest on the above Sum from the 26th April 1755 to the 11th of March 1764 being Yrs 7: Mos 10: 15 @ 8 p.Cent p.Annum	23. 18. 53	60. 30. 59	
								By Ballance		302. 17. 27	
		Pagodas	363.	12.	-			Pagodas		363. 12.	-

Fort St George the 11th March 1764
Errors Excepted

Know all Men by these Presents that I Narrain Pilla of Madras Conceply for and in Consideration of the Sum of One Hundred and forty Pagodas to me in hand paid by Edward Jane of Madras Merchant do Assign and make over unto the said Edward Jane all my Interest Right and Title to one Bond or Obligation of Movala Narrapa bearing date the 26th day of December 1753 the Ballance due upon which is set forth in the above Account Current In Witness whereof I have hereunto set My Hand and Seal in Fort Saint George this 12 day of March Anno Domini 1764

Witness

(Seal)

178

Read and filed
2 July 1764

The Answer of Moorala Narranapah
to the Bill of Complaint of Edward Lane
by Transfer of Narraine Pilla

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties imperfections and Insufficiences in the said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto He this Defendant Answereth and Saith that he is not indebted unto the Complainant by virtue of the Transfer nor to the Transferer Narrain Pilla in the Sum specified in the Account Current annexed to the Bill of Complaint but admits of the Binding obligatory of the Day and Year with that now sued for and as to the Payment of the same this Defendant presumes he is totally discharged from so doing as appears from the following Narrative Some time before the late Seig of Madras this Defendant went and offered the Sum he has Borrowed of the Transferer to him again to the amount of two hundred Pagodas the same being Contained in several Bags or Purses but the Transferer declined accepting of the same telling this Defendant not to be uneasy on account of the French for that he the said Narrain Pilla would on their Approach send for the said Purses or Bags of money and therefore desired him this Defendant to secure the said Purses in the best manner he could The French approaching and the said Narrain Pilla neglecting to send Pursuant to his promise this Defendant was under the Necessity of acting all his Effects in the best manner that time would permit and did actually secrete the said Offered Purses by digging a hole and putting the same therein which said hole was under the foundation of this Defendants house but unhappily for this Defendant and those that were concerned with him a Discovery was made of this Defendants Effects and immediately the French seized on the same which Seizure this Defendant looks on as a total discharge from this Obligation as he upon tendered the Transferer the amount of his Bond on the [illegible] and further saith that he and the Transferer had often dealings together and where at this time (the date of this Obligation) engaged in the business of Stocking and that this Sum Each in this Obligation now sued for was lent to this Defendant for such Business the interest of which was twelve p Cent p Annum and the interest was to be paid Monthly that this Defendant and he observing here the Transactions and how much he was oppressed by the Transferers unjust behaviour in this matter the Transferer knowing his Poverty of this Defendant insisted on the Profits of the Sum of two Hundred Pagodas aforementioned

aforementioned, being equally divided which Usurious behaviour was complied with and the same regularly Paid till the Siege And this Defendant lastly saith that he regularly paid the Interest every Month from the date of the Bond till the Siege

All which matters and things this Defendant is ready and willing to aver maintain and prove as this Honorable Court shall direct and humbly Pray to be hence dismissed with his reasonable Cost and Charges in this behalf most wrongfully Sustained

Chas Bromley
Attorney for the Defendant

Read and filed
16 October 1764

Replication of Edwa[illegible] of Madras Merchant to the Answer of Mawala Narrainpah of the same place

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors Uncertainties and untruths in the said Answer Contained For Replication thereunto saith that the said Answer is very untrue and Insufficient in the Law to be Replyed unto And this Replyant further saith that He denies that the Sum He now sues the Defendant for was Lent him for the Business of Shroffing as set forth by the Defendant For this Replyant sheweth that Exclusive of the sum now sued for this Replyant Lent the Defendant the sum of Seventy Pagodas on that account the obligation for which is now in the possession of this Replyant This Replyant denyes that any payment or any Transaction that can amount to a payment has been made of the said Bond as set forth by the Defendant And was what the Defendant asserts to be true this Replyant [illegible] could little avail Him But which however this Replyant cannot admit This Replyant asserts that the Defendant has since the Siege of Madras promised the payment of this said Obligation

All which matters and things this Replyant is ready to aver maintain and prove as the same are herein alledged and Humbly prays as in and by his said Bill he has already prayed

Archdale Palmer
Attorney for the Replyant

480.

Read and filed
4th December 1764

Rejoinder of Mirza Narrapa of
Madras Merchant Defendant to the Replication
of Edward Saunders of the same place
Complainant

The Defendant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit and Advantage of Exception to the
many Errors Uncertainties and Imperfections in the said Replication contained for Rejoinder
thereunto or unto the said Bill of Complaint this Defendant Answering saith that the same
is be replyed unto And this Defendant for further Rejoinder saith that the Sum the
Replicant owed this Defendant for on his Bill of Complaint was really Lent him for the
Business of the Office as this Defendant hath already set forth in his Answer and the
Sum of seventy Pagodas was for the same Effect And this Defendant further saith
that since the Commencement of this Suit Trade of Stuffing with the Transferer he did pay
the Profit and Interest that arose thereon to the Transferer to the amount of five or six
Pagodas of more or till he this Defendant tendered to the Transferer the amount of his
Bill And this Defendant further saith that he did tender to the Transferer the amount
of his Obligations in satisfaction thereof in manner as forth on his this Defendant's Answer
and that the Transferer did desire he this Defendant would secure the same in manner
abovesaid related which he this Defendant did but the same was totally lost by a Capture
of the French Coast such Securities was made by the desire of the Transferer this Defendant
conceives that the Bond on which this Defendant is now sued is totally discharged

And this Defendant for further Rejoinder saith that a little after
the Seige of Fort Saint George this Defendant arrives at Madras from the Country and
upon [illegible] the Transferer one day he desired this Defendant to grant him an
Obligation for the Sum of three hundred Pagodas and seventy Pagodas which this
Defendant refused to comply with in which Refusal the Transferer compelled the
Defendant to go to his House and there he the Transferer threatened this Defendant
in order to obtain such Bond to the amount of that given by this Defendant to
the Transferer before the Lord Judge of Madras And this Defendant further saith that
a day after he had received such ill treatment the Transferer came to this Defendant
and desired he would inform the Justices of the Peace of such his abuse and
in Case he this Defendant drop such Application he the Transferer would not
trouble him any more concerning the Obligation now before this Honble Court but
look on the same as cancelled And this Defendant further saith that about five

Months

Months after the Transferer applied to Charles Bourchier Esquire who sent for this Defendant and acquainted him that the Transferer had Complained to him Concerning this Obligation now in dispute who related the reasons already mentioned in his this Defendants Answer to the said Charles Bourchier who thereupon after hearing what both sides had to say for themselves ordered the Transferer never to trouble this Defendant any more on this Subject Butnotwithstanding this the Transferer Assigned the Obligation to the Complainant Edward Jane after the said Obligation had lain Dormant five Years from the Determination of the aforesaid Charles Bourchier Esquire

All which matters and things this Defendant is ready and willing to aver maintain and prove in such manner and form as this Honble Court shall direct and humbly prays as in and by his said Answer he hath already Prayed

Jnº Bramley
Attorney for the Defendant

Interrogatories to be administered to such Witnesses as shall be Produced Sworn and Examined on the Part of the Complainant in a certain Cause wherein Edward Jane of Madras Merchant is Complainant and Nawala Nemapah of the Same Place Merchant is Defendant

To all the Witnesses ... Do you Know the Parties Complainant & Defendant in this Cause or either of them? If Yea how Long have you so Known them or either and which of them Declare

To Nemapa Nacka Thavara Rilla ... Did or did not any Conversation Ever pass between you and the Defendant relating to His the Defendants Goods and Effects he was possessed of at the time the Bench brought the Place? If Yea what was the substance of such Conversation both on your part and that of the Defendants? The whole particularly Declare

To the same 3 ... Was you or was you not Ever Employed or Requested to make up any dispute or Difference between the Complainant and Defendant in this Cause? If Yea by whom were you so employed? and what was such Dispute or Difference? and what afterwards Passed to your Knowledge concerning the Compromising thereof

To Peter Pownall Shelley ... 4th ... Do you Know or do you not Know or are acquainted of any Demand being made by the Complainant or any Person for him on the Defendant since the Last Siege of this place? If Yea what was the Amount of such Demand? and what was the Defendants Answer thereto? The whole particularly declare

To all the Witnesses Said ... Do you Know or can you say any other matter or thing Material for the Complainant in this Cause? If Yea set forth the same as you Know have heard or do believe together with the Reasons for such your Knowledge and Belief

Nicholas Paton
Attorney for the Complainant

180

Rutland
4th December 1761

Reynolds &c. Complainant

The Defendant Lowe and all other persons concerned

Whereas the Complainants Sir Joshua Reynolds Knight and Edward Lascelles Esquire have by their Bill of Complaint exhibited in this Court against the Defendant Lowe and all other persons concerned set forth that by Indenture of Lease bearing date the twenty fifth day of March in the year of our Lord one thousand seven hundred and sixty one and made between the Right Honourable Henry Earl of Pembroke and Montgomery of the one part and the Complainant Sir Joshua Reynolds of the other part the said Earl of Pembroke and Montgomery did demise unto the said Complainant Sir Joshua Reynolds his executors administrators and assigns all that messuage or tenement situate lying and being in Leicester Fields in the parish of St Martin in the Fields in the County of Middlesex and then in the occupation of Mr Thomas Hudson deceased and all other the messuages tenements and premises with their appurtenances which were then in the occupation of the said Thomas Hudson deceased or of his undertenants or assigns and which were then or late parcel of the Manor of Leicester Fields in the said County of Middlesex To have and to hold the said messuage or tenement and premises with their appurtenances unto the said Complainant Sir Joshua Reynolds his executors administrators and assigns from the Feast of the Annunciation of the Blessed Virgin Mary then last past before the date of the said Indenture of Lease for and during the full term of fifty years thence next ensuing and fully to be complete and ended Yielding and paying therefor yearly and every year during the said term unto the said Earl of Pembroke and Montgomery his heirs and assigns the yearly rent of one hundred pounds of lawful money of Great Britain at the four most usual Feasts or Days of payment in the year by even and equal portions the first payment thereof to begin and be made on the Feast day of the Annunciation of the Blessed Virgin Mary which should be in the year of our Lord one thousand seven hundred and sixty two And the said Complainant Sir Joshua Reynolds did thereby for himself his executors administrators and assigns covenant promise and grant to and with the said Earl of Pembroke and Montgomery his heirs and assigns that he the said Complainant Sir Joshua Reynolds his executors administrators or assigns should and would during the said term pay unto the said Earl of Pembroke and Montgomery his heirs and assigns the said yearly rent of one hundred pounds at the days and in manner aforesaid without any deduction or abatement whatsoever And that he the said Complainant Sir Joshua Reynolds his executors administrators or assigns should and would during the said term at his and their own proper costs and charges keep and maintain the said messuage or tenement and premises with their appurtenances in good and sufficient repair and condition and the same so kept and maintained at the end or other sooner determination of the said term peaceably and quietly leave unto the said Earl of Pembroke and Montgomery his heirs and assigns And the said Complainants further set forth that by Indenture of Assignment bearing date the twenty fifth day of March in the year of our Lord one thousand seven hundred and sixty one and made between the said Earl of Pembroke and Montgomery of the one part and the said Complainant Sir Joshua Reynolds of the other part the said Earl of Pembroke and Montgomery did assign unto the said Complainant Sir Joshua Reynolds his executors administrators and assigns all that the said messuage or tenement situate lying and being in Leicester Fields aforesaid and all other the premises comprised in the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one and made between the said Earl of Pembroke and Montgomery of the one part and the said Complainant Sir Joshua Reynolds of the other part and all the estate right title interest property claim and demand whatsoever of the said Earl of Pembroke and Montgomery of in and to the same premises To have and to hold the said messuage or tenement and premises with their appurtenances unto the said Complainant Sir Joshua Reynolds his executors administrators and assigns for and during all the rest residue and remainder of the said term of fifty years and all other the estate right title interest property claim and demand whatsoever of the said Earl of Pembroke and Montgomery of in and to the same premises by virtue of the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one And the said Complainants further set forth that by Indenture of Assignment bearing date the twenty fifth day of March in the year of our Lord one thousand seven hundred and sixty one and made between the said Complainant Sir Joshua Reynolds of the one part and the said Complainant Edward Lascelles Esquire of the other part the said Complainant Sir Joshua Reynolds did assign unto the said Complainant Edward Lascelles his executors administrators and assigns all that the said messuage or tenement situate lying and being in Leicester Fields aforesaid and all other the premises comprised in the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one and made between the said Earl of Pembroke and Montgomery of the one part and the said Complainant Sir Joshua Reynolds of the other part and all the estate right title interest property claim and demand whatsoever of the said Complainant Sir Joshua Reynolds of in and to the same premises To have and to hold the said messuage or tenement and premises with their appurtenances unto the said Complainant Edward Lascelles his executors administrators and assigns for and during all the rest residue and remainder of the said term of fifty years and all other the estate right title interest property claim and demand whatsoever of the said Complainant Sir Joshua Reynolds of in and to the same premises by virtue of the 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and demand whatsoever of the said Complainant Edward Lascelles of in and to the same premises To have and to hold the said messuage or tenement and premises with their appurtenances unto the said Complainant Sir Joshua Reynolds his executors administrators and assigns for and during all the rest residue and remainder of the said term of fifty years and all other the estate right title interest property claim and demand whatsoever of the said Complainant Edward Lascelles of in and to the same premises by virtue of the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one And the said Complainants further set forth that by Indenture of Assignment bearing date the twenty fifth day of March in the year of our Lord one thousand seven hundred and sixty one and made between the said Complainant Sir Joshua Reynolds of the one part and the said Complainant Edward Lascelles of the other part the said Complainant Sir Joshua Reynolds did assign unto the said Complainant Edward Lascelles his executors administrators and assigns all that the said messuage or tenement situate lying and being in Leicester Fields aforesaid and all other the premises comprised in the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one and made between the said Earl of Pembroke and Montgomery of the one part and the said Complainant Sir Joshua Reynolds of the other part and all the estate right title interest property claim and demand whatsoever of the said Complainant Sir Joshua Reynolds of in and to the same premises To have and to hold the said messuage or tenement and premises with their appurtenances unto the said Complainant Edward Lascelles his executors administrators and assigns for and during all the rest residue and remainder of the said term of fifty years and all other the estate right title interest property claim and demand whatsoever of the said Complainant Sir Joshua Reynolds of in and to the same premises by virtue of the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one And the said Complainants further set forth that by Indenture of Assignment bearing date the twenty fifth day of March in the year of our Lord one thousand seven hundred and sixty one and made between the said Complainant Sir Joshua Reynolds of the one part and the said Complainant Edward Lascelles of the other part the said Complainant Sir Joshua Reynolds did assign unto the said Complainant Edward Lascelles his executors administrators and assigns all that the said messuage or tenement situate lying and being in Leicester Fields aforesaid and all other the premises comprised in the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one and made between the said Earl of Pembroke and Montgomery of the one part and the said Complainant Sir Joshua Reynolds of the other part and all the estate right title interest property claim and demand whatsoever of the said Complainant Sir Joshua Reynolds of in and to the same premises To have and to hold the said messuage or tenement and premises with their appurtenances unto the said Complainant Edward Lascelles his executors administrators and assigns for and during all the rest residue and remainder of the said term of fifty years and all other the estate right title interest property claim and demand whatsoever of the said Complainant Sir Joshua Reynolds of in and to the same premises by virtue of the said Indenture of Lease bearing date the twenty fifth day of March one thousand seven hundred and sixty one

the Last Siege of this Place in his presence demanded from the Defendant the Sum of two hundred Pagodas under the Interest therein, which he had Lent to him the Defendant told the Transferrer he would pay him — afterwards soon after the Defendant & this Deponent happened to the Transferrer he told him of the Interest this Deponent accordingly spoke to the Transferrer who said he would not pay any Interest — further this Deponent depose the he was present when the Transferrer lent the said Sum of two hundred Pagodas to the Defendant, for which he gave him a Bond and a little time before the Siege this Deponent asked the Defendant whether he had done with the money he had borrowed from the Transferrer & the Defendant told him he must give up all Pollicat with all his Effects which he had and that there was no danger of his more this Deponent saith not to this or to the last Interrogatory —

Richard Statham

Sworn

Interrogatories to be Administered to such Witnesses as shall be produced

Vera Translatio — Remede — Savage — on the part and behalf of the Plaintiff in a certain Cause depending and at Issue in the Honorable the Mayor's Court at Madraspatnam Wherein Edward Lane of Madras Inhabitant by Virtue of Warrant Pillaca Complainant And Nowrolla Narrainapah of the same place Inhabitant is Defendant — On the part and behalf of the Defendant

Interry. 1. Do you know the parties Complainant and Defendant or either of them

Shall be Ridge. Transferrer in the Schedule to these Interrogatories named if you how long have you known them or either and which of them Declare —

Vera Translatio — Remede — 2. Do you know or do you not know of a Bond or Writing Obligatory entered into by the Defendant to the Transferrer of Pag. Merchant amount to such Obligation & the Tenor of your Remembrance and Belief —

Vera Translatio — Remede — 3. Do you know or do you not know whether such Obligation was discharged by the Defendant or not if to be discharged by the Defendant if you do know how the said Obligation was discharged or what Agent or Tender was made by the Defendant towards such discharge but Declare to the Nature of such Tender and by whom made & Place where and to whom to the best of your Remembrance and Belief Declare —

Vera Translatio — Remede — 4. Do you know or do you not know any particulars before that the Defendant declared in the late Siege of Cuddalore Charged if you do know the particulars of such Goods and whom they belong & if for whom before that particulars thereof and to whom belonging to the best of your Knowledge Remembrance and Belief —

No.

Gnanaya

4th ..... Do you Know or can you set forth any particular Injury that the Defendant received by Assault or otherwise, if yea set forth what sort of Injury the Defendant received, by whom, when where, and upon what Occasion Declare to the best of your Remembrance and belief

Call the Witnesses

5th ..... Do you Know or can you set forth any other matter and thing to which you have not been before particularly interrogated to and which may tend to the Advantage and benefit of the Defendant, if yea, set forth the same according to the best of your Remembrance Knowledge and belief and the reasons that induce such your belief particularly Declare

Chas Bromley
Attorney for the Defendant

Mayor Court at Madrasspatnam

Balmen Edward Jane by transfer of Narrain Pillah Complainant and Moutiah Narranapah Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Vencatarammoodo of Madras Merchant Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15th day of March 1765 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Lonapa who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant, but has known the Transferrer 17 Years and the Defendant 15 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he does not know of a Bond or Writing Obligatory entered into by the Defendant to the Transferrer, and more deposeth not to this or to the third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith the Defendant in the late Siege of Fort Saint George lost all his money and effects also deposeth that on the day of the French Army's arrival at the Mount he was passing on the Road near the Transferrer House when the Defendant who was there called this Deponent, and said to him, here is my Cash Bag which I want to deliver to the Transferrer, but he will not take it, and tells me to bury it in my house, and from the rogue of other people the French are coming, and I cannot tell where to secure it — One the Witness I have

sworn

Affidt to be heard — Where the Deponent is about to depart to the East Indies

Richard Sallom

Examined

Mayors Court at Madraspatnam

Palmer Cause of Action for Transfer of Seamen Attach Complainant and Hamlah Narrainpah Defendant

Depositions of Witnesses taken in this Cause by and before the Examiners of this Court as follows viz.

Name of Madras Merchant aged 24 Years Witness duly sworn to being produced examined in this Cause on the part of the Defendant on the 15 day of March 1768 at the Office of Mr Isaiah Palmer Attorney for the Complainant by Commission and by a Rule of the Mayors Court and Place of Abode of the said Deponent and Witness on the same day being sworn and Examined Deposeth as follows viz.

To the first Interrogatory the Deponent saith he doth know the Complainant but 3 Years the Transferee 20 Years and the Defendant 15 Years or Upwards

To the second Interrogatory the Deponent saith he doth not know of any Order being obtained or sent by the Defendant to the Transferee and more depeth not to the said Interrogatory

To the fourth Interrogatory this Deponent saith that the late Siege the Defendant held them, and upon that Occasion coming before the Place called Lingam where all his Money and Effects and Cattle and Rice he could be secured for he was told found they were all taken away some of the People were also Prest taken the Defendant told this who together with this Deponent accompanied the said Defendant to his house and there as he had said the Defendant were dug up and every thing carried off from this Deponent deposeth that three or four Days before the Siege Commenced on the Fort near the Transferees House where this Deponent and the Defendant whereas there called them both and said to them four or five days ago I spoke to deliver up the Money Cash &c to the Transferee but he told me then we had no Danger for Madras, ten thousand Europeans and Lascars a number of Guns and long with Garrison that I the Defendant had no Effects again and to deliver them to him and go away however he refused the Defendant however stayed after Pallicat and told me to bring it on My Honour and not the Defendant People — You see the Defendant there offered more this Deponent saith not

to

Reply to this last Interrogatory —

Richard Latham
Examiner

The Mark of ⊙ Ramoodo

Mayors Court
Madraspatnam

L.S

Tuesday the 16th day July
Anno Dominio 1765

Present
Claud Russell Esquire Mayor
Peter Maillie — Thomas Bonney &
Edward Raddon — Aldermen

Mayors Court

Between Edward Jane of Madras
Merchant Complainant and Moorda
Naranapah of the same place Merchant
Defendant

This Cause coming on to be heard and debated this day in the Presence of the Complainant, the Defendant, and of the Attornies on both sides and Reading the Complainants Bill with an Account Current and Transfer thereto annexed the Defendants Answer the Replication, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant the Interrogatories and Depositions on the part of the Defendant Hearing the Pleadings made use of by the Attornies and due consideration had thereon Appearing to the Court that the Complainant hath produced sufficient proof of the justness of his demand and the Defendant having brought any Evidence to prove the tender made by him on discharge thereof, this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and two Pagodas seventeen fanams and twenty seven Cash Pagodas 302 17 27 being the Ballance of the Account Current annexed to the Complainants Bill

Bill of Complaint together with Subpoena issued in pursuance thereof returnable forthwith

Read and filed 12th November 1764

To the Honble Sir Margrt Court of Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Archdale Palmer of Madras Merchant Sathiseevan Mannapachetty Singapah of the same place Merchant Humbly Sheweth to Your Orator as the sum of Five hundred Pagodas Mahingen Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda Five hundred forty pounds as will more fully appear upon an Obligation ready to be produced And whereas Your Orator has frequently and in a most friendly manner demanded Payment

Pattiswamy Ellisamy Plenr this Honble Court Thereby Mannapachetty Singapah Defendt is truly and justly indebted to Your Orator in manner aforesaid but now so it is may it please this Honble Court the said Defendt contriving and fraudulently intending how to defraud Your Orator of the said Debt and to avoid Payment thereof the said Mannapachetty Singapah may appear in this Honble Court to the Premises and answer the same but refuses so to do to the great Damage of Your Orator

In Consideration whereof and forasmuch as Your Orator is remediless in the Premises save only in this Honble Court where Discoveries and Relief are only to be had and obtained Your Orator therefore prays that the said Mannapachetty Singapah may be Summoned to appear in this Honble Court at a certain day and time to be therein appointed and to answer the Premises and that he may be decreed to pay unto Your Orator the said sum of Five hundred Pagodas with Interest thereon and Costs of Suit

May it please this Honble Court to grant unto Your Orator His Majesty's most gracious Writ of Subpoena to be directed to the said Mannapachetty Singapah thereby commanding him at a certain day and time therein to be appointed personally to be and appear before this Honble Court and then and there to answer the Premises and abide such further Order as this Honble Court shall think fit and agreeable to Equity and good Conscience

Archdale Palmer
Attorney for the Complainant

Read and filed
6th January 1765

The Answer of Lingapah of Madras Inhabitant to the Bill of Complaint of Archdale Palmer of Fort Saint George Gentleman

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the said Bill Contained for Answer thereunto or unto such thereof as this Defendant is advised he is materially concerned to make Answer unto He this Defendant Answereth and Saith That the Complaint that the said Archdale Palmer hath alledged against him this Defendant is very grievous and unjust and that though the Complainant hath sued him this Defendant on a Bond or Obligation signed by this Defendant yet as the same is now before this Honorable Court he this Defendant begs leave to acquaint this Honorable Court with the manner in which he this Defendant was obliged to sign such Obligation which signing this Defendant Saith was very unjust and the means that were made use of to Compell this Defendant to give such Bond or Obligation were very oppressive and Tyrannical Circumstances relative to such Oppression this Defendant begs leave to Pray before this Honorable Court which he prays may be taken as part of this his Answer this Defendant Saith that on the Twelfth day of May in the Year one thousand seven hundred and Sixty three he Borrowed and received of Cashaw Modeliar the Dubash of George Stratton Esquire the Sum of five Hundred and Thirty Pagodas the which he this Defendant secured by given a Mortgage to the said Cashaw Modeliar and a Collateral Security in the Nature of a Bond payable to the said George Stratton the said Bond reciting the several Mortgages that had been given to the said Cashaw Modeliar which said Collateral Security bore date the said twelfth day of May one thousand seven hundred and sixty three And this Defendant further saith that some time in the Month of February in the Year One thousand seven hundred and sixty four or thereabouts the said Cashaw Modeliar sent to this Defendant for the Payment of the Bond when this Defendant acquainted him that he was then at that time incapable of satisfying his demands the said Cashaw Modeliar then insisted on this Defendant's giving a Bond on which this Defendant refused on which this Defendant objected and expostulated with the said Cashaw Modeliar the unreasonableness of such request but the said Cashaw Modeliar acquainted him this Defendant that he should not be permitted to depart till such time as he Signed such Bond as he then produced to him this Defendant payable to the Complainant the Consideration whereof was by no means equal to the Sum mentioned in the Condition of the said Bond after

some

1690

[illegible] considerable detention by the said Cashaw Medlar and the Defendants granting
annuary thereof but the Defendant against such Bonding Obligation in which the Defendants
are bound together with another Obligation for the sum of twenty Pagodas wherein the
Defendant had been at Velorky he would have taken up the said Cashaw Medlar with
Principal and Interest that were really due and owing upon the said Bond the twenty sixth
of May in the Year one thousand seven hundred and sixty four by the very papers
and Bills that the said Cashaw Medlar produced in Court against the Defendant
per such Bond as here was sufficient though the Defendant did not receive
adequate Satisfaction And the Defendant further saith that after he was at
Velorky he repented of what was passed and endeavoured to apply for relief to the said
George Pitt Esqr and to have the matter equitably adjusted between the Parties
Bond aforesaid by the delegate that the said Cashaw Medlar made use of to prevent
him the Defendant from applying to the said George Pitt Esqr and the Defendant
further saith that there was no way appeared for the Complainant neither did he
borrow the money of him

Which matters and things the Defendant is ready to
aver Maintain and prove as such manner and Form as this Honorable Court
shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges
and this he shall be ready to verify

Chas Downing
Attorney for the Defendant

Rejoinder filed
5th Feby 1765

Replication of Archdale Palmer
to the Answer of Singapatti

This Replicant now and at all times hereafter saving and
reserving to himself all and all manner of Unsufficiency and advantage of Exception to the many
and singular Insufficiencies and uncertainties in the said Answer contained for Replication there-
unto or unto the said Answer (humbly) very material and sufficient for the Complainant to
Replied and to the said Plea Replicant further saith that he adhereth to his Bill of
Complaint Save so far as the same is explained and altered by the Answer and
Answer by him the Defendant to be explained Confessed and Avoided

Replicant

1792.

by the Defendant for answer to the said Impeachment thereunto annexed
All which matters the Complainant is ready to aver and prove
his Honorable Court shall award and humbly prays as in and by his said Bill
he hath prayed —

Chas. Bromley
Attorney for the Defendant

Interrogatories to be administered to such Witnesses as shall be produced
and Examined on the part and behalf of the Complainant in a certain Cause wherein Frith dale
Palmer is Complainant and Sargeant is Defendant —

1st Ques. Do you know the Parties Complainant and Defendant in this Cause? How
long have you known them, or either and which of them?

2d Ques. Do you know or are you Acquainted with the Plaintiff or Defendant
Sargeant? If yes, how came you to be so Acquainted with, and who are the Witnesses to the said Bill
Allegation and Answer thereto annexed? and the whole you know touching the
matter in Question particularly declare —

3d Ques. Have you or either of you had or received any Sum or Sums of Money for the
Defendant? If yes, what Sum and when did you receive it, and what did you do therewith,
who desired you so to do, and for what proper Account and to whose Use did you pay the same, and by
what Order? The whole you know touching this Matter fully and particularly to declare

4th Ques. Did you or did you not receive any Sum of Money from the Complainant for the
Use of the said Defendant? If yes, what Sum and
Account of the Defendant? If yes, what Sum and to
whom did you pay the same? The whole you know relating to this Matter fully and particu-
larly to declare —

5th Ques. Have you or either of you had or received any Sum or Sums of Money
from the Complainant for the Use of the said Defendant? If yes, what Sum and when
Account did the Defendant ask for the same? and what did you do therewith? The whole you know touching the same
fully and particularly declare —

6th Ques. Did you, or did you not ever intermeddle with the Complainant's Estate or part
of the Money or Effects of the Defendant? If yes, in what manner did you so intermeddle
therein from time to time, and what was the whole Matter that passed between you and the Com-
plainant and the Defendant fully and particularly declare —

7th Ques. Do you know or are you any ways related to the Plaintiff or Defendant? If
so, how came you to be so related to them or either of them? and how long have you been so related?

and let these request, the whole matter together with all you know relating to the said Bond and Consideration particularly Declare —

To all the Things &c. Do you know, or can you say any other matter or things material for the Complainant, in this Cause, to set forth? If the same, as you know have been informed, or do believe, with the reasons of such your Knowledge or belief —

Wm Cranmer
Attorney for the Complainant

Know all Men by these Presents that I Munnevahum Lingapah of Madras Seaward in consideration of the Sum of Six hundred Pagodas Sicca in hand paid by Archdale Palmer of the same place Merchant Have transferred Mortgaged and assigned and Do hereby transfer Mortgage and Assign unto the said Archdale Palmer a House and Ground Situated at Pedda Naicks Petta in Aungady Verapa Street Between the Houses of Candapah and Changaya containing in Length from North to South Twenty feet and in Breadth from East to West Three feet and a half together with a piece of Ground Adjoining Measuring in Length from East to West Fifty four feet and in Breadth from North to South Twenty five feet and a half Also another piece of Ground Adjoining containing in Length from East to West Sixty one feet and in Breadth from North to South Four feet and a nother piece of Ground Situated in Sandaya Petta in Verapa Street Between the Houses of Manavar Sya and Cheetura in Lenght Sixty feet in Breadth Sixty feet and another House and Ground Situated at Pedda Naicks Petta in Aungady Verapas Street Between the Houses of Nella Chentomby Chitty Gardner and Bommon Painter in Lenght Sixty feet and in Breadth Seventy five feet To Have and to Hold the said Four Houses and Ground with all the Appurtenances now belonging to the same unto him the said Archdale Palmer his Heirs and Assigns forever Provided Never the Use that if at the Expiration of Four Months from the date hereof the aforementioned Sum of Six Hunared Pagodas with the Interest from the same After the Rate of Eight p.r Cent p.r Annum shall be well and truely paid unto the Abovementioned Archdale Palmer his Heirs or Assigns then and immediately upon such Payment to the said Munnevahum Lingapa his Heirs or Assigns shall and may Repossess the Premises above Mortgaged But in case the said Sum of Six Hundred Pagodas with the Interest thereof or any Part of it shall remain Due Unpaid after the Time aforementioned the Same having been first Lawfully demanded It is hereby Agreed that then the said Archdale Palmer his

1764

The Honble Sr Joseph Yorke and Sr George Perrott Barts two of the Barons of his Majesty's Court of Exchequer in pursuance of the Statute made in the fifth year of the Reign of Queen Elizabeth intituled An Act for the more speedy Returns of Writs of Subpoena in the Counties of Chester Lancaster Durham and Wales do hereby Command the Sheriff of the County of Hertford that he cause to come before the Barons of his Majesty's said Court of Exchequer at Westminster on the Morrow of the Purification of the Blessed Virgin Mary next Twenty Four good and lawful Men of the Body of his said County by whom the Truth may be better known and inquired into and who are in no wise of Kin to the Plaintiff or Defendant in a certain Cause depending in the said Court between Samuel Vere Plaintiff and Thomas Vere Defendant and who are neither of Counsel nor Attorney with either of the said Parties and who have no Interest in the Event of the said Cause and who are not Challenged by either of the said Parties and who are not Members of Parliament nor Officers of the Household of any of the Royal Family and who are not Peers of the Realm to make a Jury between the said Parties in the said Cause and to inquire upon their Oaths what Damages the said Plaintiff hath sustained by reason of the Premises in the Declaration mentioned over and above his Costs and Charges by him about his Suit in that behalf expended and for which the said Defendant hath Notice of Trial for the said Morrow of the Purification of the Blessed Virgin Mary at Westminster aforesaid and that the said Sheriff do return the Inquisition taken thereupon to the Barons of his Majesty's said Court of Exchequer at Westminster aforesaid on the Morrow of the Purification of the Blessed Virgin Mary aforesaid or before them at Serjeants Inn in Chancery Lane London on the Wednesday next after the Morrow of the Purification of the Blessed Virgin Mary aforesaid or before the Chief Baron of his Majesty's said Court of Exchequer for the time being at his Chambers in Serjeants Inn aforesaid on the Wednesday next after the Morrow of the Purification of the Blessed Virgin Mary aforesaid or before any two Barons of his Majesty's said Court of Exchequer for the time being at his Chambers in Serjeants Inn aforesaid on the Wednesday next after the Morrow of the Purification of the Blessed Virgin Mary aforesaid Otherwise the said Sheriff will be Amerced for his Contempt in not Returning the said Inquisition according to the Statute aforesaid

30th Day of April 1764

Signed Sealed & Delivered
(where Stamp Paper was bought)
being first Duly Exhibited in the
Presence of

Hertford Court and
Hertingfordbury

Plaintiff's Attorney

Plaintiff's Solicitor Common Pleas and Thomas Lane Lingood Defendant

Appearance Entered in the Court and Issue Joined

Cause set down for Trial by Proviso

Jurors Sworn and Charged

Verdict for the Plaintiff Damages £ and Costs of Suit

Verdict for the Defendant Costs of Suit

Judgment Signed

Writ Executed

Defendant gave the Deponent a Note of Hand for the remainder of the money that was due
to him—more this Deponent depose'th not to this or to the last Interrogatory—

Richard Cathom
Examiner

1678

Mayor Court at
Madraspatnam

Between Nicholas Palmer
Complainant and Singapah
Defendant

Deposition of Witness taken in this Cause, by and before the Examiner
in this Court as follows viz.t—

Ennogan of Madras Comicoply Aged 34 Years or thereabouts being produced as a Witness
on this Cause on the part of the Complainant sworn the 6. day of May 1763. drawn at the Office
of Mr. Charles Bonnerjee Attorney for the Defendant by Conapa who left a Note of the name
Title and Place of abode of the said Deponent and afterwards on the same day being
sworn and Examined deposeth as follows viz.t—

1 To the first Interrogatory this Deponent saith, he has known the Complainant 6 Years and
the Defendant 10 Years or thereabouts—

2 To the second Interrogatory this Deponent saith, the Defendant borrowed some money from
Cauchey, for which he mortgaged to him his house. Cauchey demanding his money after the
expiration of the time he had lent it for, the Defendant applyed to one Andiapah Pedath
to get him one hundred Pagodas. Andiapah said he would procure him that sum, from his
Master the Complainant, if he brought his House Bill of Sale. the Defendant then went
to Cauchey and desired he would deliver up to Andiapah the Bill of Sale for the house
he had mortgaged to him as he could by that means borrow some money from the Com-
plainant, and thereby pay him his Debt. Cauchey accordingly delivered up the House
Bill of Sale to Andiapah, who carried it to the Complainant some days afterwards this
Deponent and Cauchey witnessed a mortgage Obligation for two hundred Pagodas drawn
out in favour of the Complainant and signed by the Defendant alone Coparanda house being
the same as that now produced and shewn to this Deponent. Cauchey then ordered
this Deponent to accompany the Defendant and Andiapah along with the said
Mortgage Obligation to the Complainant Mr. Archdale demanded the Defendants
whether he had signed that Bond he said Mr. Palmer then asked me whether I would receive
the money the Defendant desired it might be paid to this Deponent, who received from
the Complainant's Comicoply five hundred and fifty four Pagodas, three of being deducted for
Premium and Dubash Custom more this Deponent depose'th not to this or to the last
Interrogatory—

Richard Cathom
Examiner

1796

Mayor's Court

Hardinpatnam

Belmanbdale & Palmer Complainants
and Sengupta Defendant

Depositions of Witnesses taken in this Cause by and before the Commissioner in the Cause as follows viz.

Indianpatnam Madras Dubash aged 22 Years being duly sworn & Affirmed as a Witness in this Cause on the part of the Complainants on the 2 day of May 1796 deposeth and saith Effect of Mr Charles Crawley Attorney for the Defendant by Company's Interpreter of the name of Ellapa and Black of Black of the 1st Deponent and after him the same day being sworn and examined deposeth as follows viz.

To the 1st Interrogatory this Deponent saith he knows the Complainants & Defendant

To the 2nd Interrogatory this Deponent saith he knows the Defendant & that he is indebted to the Complainants in the Sum of Two hundred Pagodas on the Mortgage of his House accordingly this Deponent spoke to Mr Archdale Palmer for that Sum who desired to see the Defendant Deponent spoke to Mr Archdale Palmer for that Sum who desired to see the Defendant Lewis Bell of Calcutchard at that time in the possession of one Cauchey the Attorney Dubash to whom the Defendant had before mortgaged his House this Deponent and the Defendant then went to Cauchy and desired Cauchy to deliver up the Title Deeds of his Defendant then went to Cauchy and desired Cauchy to deliver up the Title Deeds of his Defendant House which Cauchy Deponent would not give them the money that was owing by the Defendant Cauchy Deponent would give them the money that was owing by the Defendant Cauchy Mortgagee & deliver the Title Deeds to the Defendants hands which he carried to Mr Archdale Palmer who kept till Tuesday that he might enquire whether there was Mr Archdale Palmer who kept till Tuesday that he might enquire whether there was any Money upon it and then entered this Deponent to go and engage Money from the any Money upon it and then entered this Deponent to go and engage Money from the Defendant Deponent told him the Complainants wanted Two hundred Pagodas Defendant Deponent told him the Complainants wanted Two hundred Pagodas four months at 4 per Cent & Deponent got a Bond signed by the four months at 4 per Cent & Deponent got a Bond signed by the Defendant and endorsed by Cauchy and Comegan Cauchy & Comegan Defendant and endorsed by Cauchy and Comegan Cauchy & Comegan and this Deponent then went to the said Mr Archdale Palmer & the Complainant & the and this Deponent then went to the said Mr Archdale Palmer & the Complainant & the Sengupta whether they were willing to the Bond & Mr Palmer & Deponent Sengupta whether they were willing to the Bond & Mr Palmer & Deponent Archdale Palmer then told the Cauchy to pay the money to the Defendant Archdale Palmer then told the Cauchy to pay the money to the Defendant Cauchy Defendant desired they might keep Settlement Cauchy & Comegan Cauchy & Comegan Defendants direction received from Calcutchard the Complainants & Comegan Defendants direction received from Calcutchard the Complainants & Comegan after the Settlement expired for the Payment of the Bond & this Deponent & the after the Settlement expired for the Payment of the Bond & this Deponent & the Deponent & Deponent spoke to the Complainant & them for the Money & the Complainant & Deponent & Deponent spoke to the Complainant & them for the Money & the Complainant & Deponent Deponent Deponent then went

Mayor Court
Madraspatnam

Between Archdale Palmer Complainant
and Singapah Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz.

Callatyapah of Madras Conceply Aged 28 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 8th day of May 1763 Sworn at the Office of Mr. Charles Bromley Attorney for the Defendant by Lonapa who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 4 Years and the Defendant 2 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith he hereto received from the Complainant in this Cause the Sum of six hundred Pagodas forty of which he deducted for Premium and six Dubashes Custom the remaining five hundred and fifty four Pagodas he paid to one Armogan on Account of the defendant

5. ..... To the fifth Interrogatory this Deponent saith when the Defendant home was out for which he had borrowed the money the Complainant sent him to the Defendant to demand it the Defendant desired this Deponent to speak to his master for to allow him two Months more as he had a Relation at Camp who would send the money or come himself and discharge the Debt Mr. Archdale Palmer said he would allow no further time and put the Defendant into Court more this Deponent deposeth not to this or to the last Interrogatory

Sworn before

Richard Latham
Examiner

Mayor Court
Madraspatnam

Between Archdale Palmer Complainant and Singapah Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz.

Vincally of Madras Dubash Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 18th day of May 1765 sworn at the Office of Mr. Charles Bromley Attorney for the Defendant by Lonapa who left a Note of the name Title and Place of abode of the said Deponent and afterwards

afterwards on the same day being Sworn and Examined deposeth as followeth—

1st To the first Interrogatory this Deponent saith he has known the Complainant 6 Years and the Defendant 25 Years or thereabouts—

6th To the Sixth Interrogatory this Deponent saith he did intercede with the Complainant by the desire of Chinglerai Brother to the Defendant to allow the Defendant three months further time to pay off his mortgage Bond to the Complainant as he had money owing to him in Manamangalum which he would collect and pay off the Debt Mr Archdale Palmer in the presence of the Defendant said he would not allow any further time more this Deponent deposeth not to this or to the last Interrogatory—

Richard Salthom

Examiner

Sworn 27 Novr 1765

Mayors Court at Madraspatnam

Between Archdale Palmer Complainant and Singapah Defendant

Depositions of Witnesses taken in this Cause by and before the Examiners in this Court as follows viz—

Subramonian of Madras Merchant Aged 43 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 11th day of May 1765 sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Sonapa who left a Note of the name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth viz—

1st To the first Interrogatory this Deponent saith he has know the Complainant 6 Years and the Defendant 25 Years or thereabouts—

7th To the Seventh Interrogatory this Deponent saith he is not acquainted with the Bond now shewn to him but deposeth he was at Mr Stratton's House one time when the Defendant was there Armogan and Andiapah afterwards came in to desire the Defendant to go along with them to Mr Archdale Palmer's to get the money from him a little while after Armogan returned and in this Deponents hearing said the Defendant had received the money from the Complainant and paid it to him more this Deponent deposeth not to this or to the last Interrogatory—

Richard Salthom

Examiner

Sworn 30 Novr 1765

Mayors Court at Madraspatnam

Belmen Archdale Palmer Complainant
and Singapah Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Malaca Vencatachellum of Madras Dubash Aged 26 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 14th day of May 1763 sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Conapa who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he has known the Complainant 8 Years and the Defendant 7 Years or thereabouts

7th To the Seventh Interrogatory this Deponent saith he drew out the Bond now produced and shewn to him by the desire of Caushey and Armogan which was afterwards fairly signed by the Defendant and Witnessed by Caushey and Armogan more this Deponent not to this or to the last Interrogatorys

Malaca Vencatachellum

Richard Latham
Examiner

Interrogatories to be Administred to such Witnesses as shall be produced sworn and Examined in a certain Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam wherein Archdale Palmer of Fortsaint George Gentleman is Complainant and Singapah of Madras Inhabitant is Defendant on the part and behalf of the Defendant

Veliapah Seshadarah

Interrogatory 1. Do you know or do you not know the parties Complainant and Defendant in the Title of these Interrogs named if yea how long have you known them or either and which of them Declare

Interrogatory 2. Do you know or are you acquainted with any Violence or oppression that the Defendant received from one Cashan Modelair the time when place where by whom done and the reasons for so doing whether by Cashan Modelair himself or others for him and the reasons for his or their so doing the whole you know of this matter and how you came to the knowledge thereof particularly Declare and set forth

Same Interrogatory 3. Do you know or can you set forth any other matter or thing that may tend to the Benefit and Advantage of the Defendant which you have not been particularly Interrogated to if yea set forth the same to the best of your

Knowledge

500

Knowledge Remembrance and belief—

Chas. Bromley
Attorney for the Defendant

Mayors Court at Madraspatnam

Between Archdale Plaintiff Complainant
and Singapah Defendant—

Depositions of Witnesses taken in this Cause and before the Examiner in this Court as follows viz—

Vira Subdrah of Madras Catchply Aged 26 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 16th day of May 1765 Sworn at the Office of Mr. William Cranwell Attorney for the Complainant by Covarapah who left a Note of the name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as follows viz—

1. To the first Interrogatory this Deponent saith he has known the Complainant 6 Years and the Defendant 12 Years or thereabouts—

2. To the second Interrogatory this Deponent saith one day six or seven Months ago about seven o'Clock in the Evening he went to look for the Defendant and found him sitting on the Pial of Cashaw Modeliars house at eight o'Clock Cashaw Modeliar came home and then went out again in Company with Andeapah Armogan and several other People (whom this Deponent does not remember) from Cashaw Modeliars house where when they had been one hour or thereabouts they sent for the Defendant who went out and talked with them this Deponent stood in the Entry of Cashaw Modeliars house, and saw Armogan give two Papers to the Defendant for to sign who accordingly did, without any appearance of force or violence to constrain him. the Defendant afterwards staid till near 12 o'Clock and then came out of the house to go home when Cashaw Modeliar called the Defendant to come back again but he would not return more this Deponent deposeth not to this or to the last Interrogatory—

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Archdale Palmer Complainant
and Lingapah Defendant

Depositions of Witnesses taken on this Cause by and before the Examiner in this Court as followeth—

Nonapah of Madras Gardiner Aged 35 Years or thereabouts, being produced as a Witness on this Cause on the part of the Defendant was on the 6th Day of May 1765 sworn at the Office of Mr. William Cranwell Attorney for the Complainant by Lenapa who left a Note of the Name Title and Place of abode of the said Deponent, and afterwards on the same day being sworn and examined, deposeth as followeth—

1st ..... To first Interrogatory this Deponent saith he is not acquainted with the Complainant but has known the Defendant 25 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith the Defendant being indebted to him he went to his house to demand the money, not finding him at home he asked the Defendants Wife where her husband was gone, she said one Cashaw Modelaar had sent at Tallia to fetch him, on account of some money the Defendant had borrowed from the said Cashaw this Deponent then went to Cashaw Modelaars house, where the Defendant was sitting upon the Pial, and Tallia along with him this Deponent asked the Defendant why he should there? the Defendant said I am indebted to Cashaw Modelaar five hundred and thirty Pagodas, he wants me now to give him a fresh Bond for Premium and Interest thereon, I have told him I am not able to pay the Premium and Interest that he may sell my house and pay himself the Principal (530) Pagodas but Cashaw Modelaar refuses to do so—after this Deponent had been there some time, Cashaw Modelaar, Armogan, Andeapah and some other People (this Deponent does not remember) went to one Cashaw Modelaars house at 10 Clock at Night they sent for the Defendant there the Defendant afterwards told this Deponent (who stood without) that Cashaw Modelaar had given him two Bonds to sign, which he at first refused doing without consulting his Brother Cashaw Modelaar told him to sign, and then shew them to his Brother but upon his signing Cashaw Modelaar detained them from him this Deponent saw when the Defendant came out of the House, and heard Cashaw Modelaar calling to him, and telling him he would satisfy him the Defendant in reply said, I will represent our Concerns to some Gentlemen and they shall determine between us more this Deponent deposeth not to this, or to the last Interrogatory—

Sworn &c.

Richard Sathom
Examiner

Interrogatorys to be Administered to such Witnesses as shall be produced Cross Interrogs. Sworn and Examined on a certain Cause depending in Law before the Honorable Cahen Mac. the Mayors Court at Madrespatnam and Wherein Sindal Pulney of Pork Saint delair George Gentleman is Complainant And Lingapah of Madras Inhabitant is Defendant On the part and Behalf of the Defendant

Interrys. 1. Do you know or do you not know the parties Complainant and Defendant in the Title of these Interrys named, if Yea Howlong have you known them and which or either of them Declare

2. Did or did not the Defendant borrow and receive of You the Sum of 530 Pagodas and did or did not the Defendant give you a Security by Bond or Writing Obligatory bearing date the 12th May 1763 Did or did not the Defendant discharge such Bond by Paying the money due thereon, if Yea set forth whether the Defendant in person did pay you any or what Sum of money on Account of such Bond the Time when Place where, how much, whether in all or in part in whose Presence, according to the best of your Remembrance particularly Declare

3. Did you or did you not apply to the Defendant for the payment of the Bond mentioned in the preceding Interrg and did you or did you not upon the answer given you by the Defendant send or cause to be sent a Peon or servant to fetch the Defendant and did you or did you not cause the said Defendant to be confined to the House of one Casava Modelair, and did you or did you not cause or procure or cause to be procured any or what Writing or Writings or do you know or was you privy to any Writing or Writings tendered to the Defendant during such time as he was in the House of the said Casava Modelair and do you know or can you set forth what Sum or Sums were by you when such Writing or Writings were tendered to the Defendant and do you know or do you not know whether the Defendant executed any or what Writing or Writings that were tendered to him during the time of his detention, if yea in whose favor was such Writing or Writings drawn and the Time of the Execution thereof by the Defendant, the Tenor of such Writings by whom made, when, where, and who was present, the Time when and how long and the Place where you confined or caused to be detained the Defendant with the reasons for such detention and the Answer to your Application

made

made by the Defendant to the best of your Remembrance Particularly Declare

Chas Bromley
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Archdale Palmer Complainant
and Singapah Defendant

Depositions of Witnesses taken in this Cause, by and before the Examiner in this Court as followeth—

Cashaw Modelaar of Madras Dubash Aged 26 Years or thereabouts, being produced as a Witness on this Cause on the part of the Defendant was on the 16th day of May 1765 Sworn at the Office of Mr. William Cornwall Attorney for the Complainant by Singapah at the left Hand of the Same Table and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 7 Years and the Defendant 4 Years or thereabouts—

2d ..... To the Second Interrogatory this Deponent saith the Defendant did borrow and receive of them, the Sum of five hundred and thirty Pagodas, for which Sum the Defendant did give Security by a Bond bearing date the 12th May 1763 Premium and Interest aforesaid being added to the above Principal made the Bill in all amount to Six hundred and Twenty five Pagodas whereof the Defendant paid five hundred and fifty four Pagodas to Armagan this Deponents Concern at Mr. Archdale Palmers and for the remaining Seventy One Pagodas the Defendant gave to this Deponent a fresh Obligation in the name of Mr. Shallon in the Presence of Bindapah Vencatachellum Cawra and Armagan

6th 3d ..... To this third Interrogatory this Deponent saith he did apply several times to the Defendant for the payment of the Bond mentioned in the preceding Interrogatory and upon the Answer aforesaid this Deponent did send a Servant to call the Defendant to them at Mr. Shallons House from whence the Defendant and this Deponent both went together to Cawra Modelaars where the Defendant freely and voluntarily allowed Accounts Six hundred and Twenty five Pagodas appearing to be due from the Defendant to this Deponent the Defendant said Andiapah must get for me from Mr. Palmer 554 Pagodas which he will pay to you on my account for the rest the Defendant gave this Deponent a fresh Obligation in the name of Mr. Shallon also this Deponent deposeth that Armagan and he witnessed a Mortgage Obligation which the name of

Mr.

Mr. Palmer moves the Defendant's Answer to the 1st Interrogatory

Richard Latham } Examiner

1765.

Mayors Court

Madrasapatnam

Tuesday the 23d. day of July Anno Domini 1765

Present

Claud Russell Esquire Mayor

John Debonnaire } Edward Raddon } Aldermen

Arthur Cuthbert }

Mayors Court

Benjamin Archdale Palmer of Madras Merchant Complainant

and Mannegesham Lengapah of the same Place Merchant Defendant

This Cause coming on to be heard and debated this day in the presence of the Attorneys on both sides on Reading the Complainants Bill the Defendants Answer the Replication the Rejoinder the Interrogatories and Deposition on the part of the Complainant with an Obligation annexed The Interrogatories and Depositions on the part of the Defendant On hearing the Pleadings made use of by the Attorneys and on due Consideration had thereon It appearing to the Court that the Complainant hath produced sufficient proof of the due execution mentioned for and the Defendant not having brought any evidence to invalidate any part thereof This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Six Hundred Pagodas (Pagodas 600.) with Interest thereon after

after the Rate of Eight p Cent p Annum from the date of the said Obligation until full payment is made and it appearing to this Court that the Defendant has after his several pleas in his Answer delivered on upon Oath and that the whole of his defence is Vexatious and Seditious It is further Order and Decreed that the Defendant shall be taxed with double Costs to be paid to the Complainant

Read and filed
23 April 1765

Bill

To the Honorable the Mayors Court Cal. Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward Stracey Esquire Sheriff of Madraspatnam that whereas Appoo Pilly of Madras Merchant stands indebted to your Orator in the Sum of fifty nine Pagodas Making one Sterling money of Great Brittain at the rate of Eight Shillings for every Pagoda Twenty three Pounds and Twelve Shillings as will more fully appear upon an Account hereunto annexed And whereas your Orator hath frequently and in an Amicable Manner demanded Payment

But now so it is and May it please this Honble Court the said Appoo Pilly absolutely and willfully refuse to your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Appoo Pilly may upon his Corporal Oath a True and perfect Answer make to all and singular the matters and things hereinbefore alledged and set forth as truely and effectually to all Intents and Purposes as if the same was here again Repeated and Interrogated and he decreed to pay unto Your Orator the said Sum of fifty nine Pagodas Together with all such Interest as now is or hereafter shall be come due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Appoo Pilly to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Limits thereof personally to be and appear at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer the Premises Your Orator's Bill of Complaint further to stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

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Oppoo Pilly

To Thos and Bottome Knaebenghe Esqrs

Pagod. 59

Fort St George
27th February 1765

Jam. Dennehy
Sheriff

Mayors Court of Madraspatnam

Tuesday the 30th day of July
Anno Domini 1765

Present
Edmd Pigott Esqr Mayor
Peter Marriette John Bisonnaire &
Reynold Adams Aldermen

Mayors Court

Edmund Edwards Lacey Esqre
Sheriff of Madraspatnam Complainant
and Oppoo Pilly of Madras Merchant
Defendant

The defendant being in Court and acknowledging the justness of the Complainants demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant this full and just Sum of Fifty nine Pagodas Pagodas 59 — Together with such Interest as now is or shall hereafter become due thereon untill full Payment is made and all Costs of this Suit

Plea

Read and filed
16 July 1765

To the Honble the Mayor &
Court of Madraspatnam

Humbly Complaining shew unto this Honorable Court Your Orator William Harrison of Madras Merchant That whereas Oppoo Pilly Nanamoodoo

Narsemmolw Chene Narsemmolw and Rangah of Madras Merchants stands indebted unto Your Orator in the full and just Sum of eighty seven Star Pagodas thirty eight Fanams and twenty Cash Current money of Madras reaching and Sterling money of Great Britain according to every Pagoda eight Shillings the Sum of thirty five Pounds three Shilling and nine pence or thereabouts Arising upon a Promissory Note of hand bearing date the second day of March in the Year of Our Lord One thousand seven Hundred and Sixty five and which said Note of hand is ready to be produced to this Honorable Court when required

And whereas Your Orator hath frequently and in an amicable manner demanded Payment of the said sum of eighty seven Star Pagodas thirty eight Fanams and seventy Cash from the said Secca Colly Narsemmolw Chene Narsemmolw and Rangah

But now so it is and may it please this Honorable Court that the said Secca Colly Narsemmolw Chene Narsemmolw and Rangah, Pretending and will fully purpose to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Rule such as to this Honorable Court shall appear agreable to Equity and good Conscience

To the end therefore that the said Secca Colly Narsemmolw Chene Narsemmolw and Rangah may upon their Corporal Oaths a true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truely perfectly and effectually as if the same where here again repeated and Interrogated and that the said Secca Colly Narsemmolw Chene Narsemmolw and Rangah may be decreed to pay unto your Orator the aforesaid Sum of Eighty seven Star Pagodas thirty eight Fanams and seventy Cash together with all Interest due on the Principal as now is or may hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Secca Colly Narsemmolw Chene Narsemmolw and Rangah to be Summoned and required by the Sheriff of Fort St George Secretary Madrespatnam and the Districts for belonging to be and appear before this Honorable Court thereunto personally to be and appear before this Honorable Court thereunto personally to be and appear before this Honorable Court thereunto personally

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Cyprus Pillay
& Sons Hilsand Bottom Chinc Ludeyah Ltg. Dr.
Supd. 5[illegible]

Fort St George
27th February 1765

Jane Lynch
Sheriff

Mayors Court
Madraspatnam

Tuesday the 30th day of July
Anno Domini 1765

Present
Paul Benfield Esqr. Mayor
Peter Mardike — John Delevaux &
Reynold Adams — Aldermen

Robinson Edward Stracey Esqre
Sheriff of Madraspatnam Complainant
and Cyprus Pillay of Madras Merchant
Defendant

The Defendant having put in Court and acknowledging the justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and do hereby accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fifty nine Pagodas & Fifty Pagodas 59 — Together with such Interest as now is or shall hereafter become due thereon until full Payment is made & all Costs of this Suit

Clerk

Mayors Court

Read and filed
16 July 1765

To the Honorable the Mayor &
Court at Madraspatnam

Humbly Complaining shewn unto Your Honrs the Honrable
Court Your Orator William Harrison of Madras Esqr That whereas Luca Tolly
Nawmondar

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Mayor's Court Madraspatnam

Friday the 6th August 1762

Lot

Present

Claud Russell Esquire Mayor
Peter Mauduit — John Debonnaire
Thomas Powney — Edward Maddox
Anthony Sadlier — Arthur Cuthbert
Aldermen

Between William Hanson of Madras Merchant Complainant and Cheeva Colly Narrainsawmy Chine Narrainsawmy and Ranga of Madras Merchant Defendant

The defendants Cheeva Narrainsawmy and Ranga appear on Court and acknowledging the justness of the justice of the Complainants demand. The Court doth therefore thereupon Order and Decree and do accordingly Order and Decree that the Defendant shall pay unto the Complainant the full Sum of Pagodas 87.38.70 together with the Interest accrued or shall hereafter become due thereon until Full Payment be made also all Costs of this Suit

Read and filed 30th April 1765

To the Honorable the Mayor's Court Madraspatnam

Humbly Complaining sheweth unto your Honorable

Honorable Court Your Orator Joaquim Gregorio of Fort Saint George Inhabitant that Channa Collaty Chitty and Vengadashawen of Madras Merchants stand jointly and severally indebted unto your Orator by Bottie of a Transfer hereunto annexed for the Inspection of this Honorable Court in the Sum of Twelve hundred and sixty seven Pagodas twenty five fanams and sixty six Cash as appears by the Account Current hereof hereunto annexed which said Sum after the rate of Eight Shillings for every Pagoda will amount to the Sum of Five hundred six Pounds twelve Shillings and upwards of Sterling Money of Great Britain And Whereas Your Orator hath frequently and in an amicable manner requested Payment

But now so it is and may it please this Honorable Court the said Channa Collaty Chitty and Vengadashen obstinately and wilfully refuse to give your Orator any or any manner of Satisfaction touching the Premises Your Orator prays a Subpoena may issue to the Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Channa Collaty Chitty and Vengadasha may upon their and each of their respective Corporal Oaths true and perfect Answer make to all and singular the matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated in and there=unto required and commanded to pay unto Your Orator the aforesaid Sum of Five hundred sixty four Pagodas twenty five fanams and sixty six Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Channa Collaty Chitty and Vengadathen to be Sum=moned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honorable Court at a certain time and Place to be by this Honorable Court for that end and purpose appointed then and there to stand and abide such Order and Decree therein as to this Honorable Court shall seem Meet

Chas. Brownlow
Attorney for the Complainant

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Dr Chenna Collatty Chitty Son of Chinnaven Collatty Chitty and Vengadashen Son of Vengadasha Chitty in Account Current with the Estate of Maur Chitty

1741						1765					
July	19	To Cash lent them upon their Obligation of this date	455	"	"	April	10	By Balance	1264	25	66
		To Interest on Pagodas 455 from the 19th July 1741 to the 10th April 1765 23 Y. 8 M. 22 D. @ 1½ ₰ Cent ₰ Annum	809	23	66						
			Pagodas	1264	25	66			Pagodas	1264	25	66

Fort Saint George 10th April 1765

Errors Excepted

Know all Men by these Presents that I Ninane Maur Chitty of Madras Merchant for and in consideration of one Promissary Note of Hand bearing even date herewith given by Joaquim Gregorio of Fort Saint George Inhabitant for the Sum of One thousand two Hundred Pagodas payable Vse after date, do hereby assign and set over unto the said Joaquim Gregorio to his own proper use without any account to be given for the same the Sum of One thousand two hundred and Sixty four Pagodas twenty five Fanams and sixty Cash and all other Sum or Sums of Money as are or may remain due and payable upon or by Virtue of the above recited Current Account or Obligation bearing date the nineteenth day of July in the Year of our Lord One thousand seven hundred and forty one and all my right, Title, Interest and demand in and to the same and do give and grant unto the said Joaquim Gregorio full power and Authority to demand and receive the same to his own use, and upon Receipt thereof to give due discharges for the same or any part thereof and I the said Ninane Maur Chitty do hereby Covenant and Engage to and with the said Joaquim Gregorio that the said Sum of One thousand two hundred and Sixty four Pagodas twenty five Fanams and sixty said Cash is justly due and owing and that I have not Received or discharged the same or any part thereof. In Witness whereof I have hereunto set my Hand in Madras the tenth day of April in the Year of our

Lord

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Read and filed
26th June 1764

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court
Your Orator James Kirkpatrick of Madras Inhabitant by his Attorney Gilbert Lasely
That whereas Pushpenada Ninar and Covoor Cayenada Modeliar also of the same Place
Merchants Stands Indebted to Your Orator in the Sum of Four thousand and Eight hundred
Pagodas Madrangeir Sterling money of Great Britain at the Rate of Eight Shillings for
Every Pagoda One thousand Nine hundred and twenty Pounds as well Manifestly Appears
upon an Obligation Ready to be produced And whereas Your Orator hath frequently and
in an Amicable manner Demanded Payment —

But so it is May it please this Honorable Court the said
Pushpenada Ninar and Covoor Cayenada Modeliar obstinately and Wilfully refuse your
Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a Decree
Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience
To the End therefore that the said Pushpenada Ninar and Covoor Cayenada
Modeliar may upon their Corporal Oaths true and perfect answer make to all
and Singular the matters and things herein before alledged and as fully truely fully
and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogated
and be decreed to pay unto Your Orator the said Sum of Four thousand and Eight Hundred
Pagodas Together with all such Interest as now is or hereafter shall become due thereon also all
Cost of this Suit —

May it please this Honorable Court the said
Pushpenada Ninar and Covoor Cayenada Modeliar to be Summoned and required by
the Sheriff of Fort and George Town of Madraspatnam and Districts thereof personally
to be and appear at a Certain time and Place to be by this Honorable Court for that
and appointed then and there to Answer the Your Orator's Bill of Complaint and
further to stand to and abide such Order and Decree as to this Honble Court shall
seem Meet —

Archdale Palmer
Attorney for the Complainant

Complainant who was Arrested at Campe by Means of Widow Mrs Mary Monro Servant at Cadr
of hand for the Sum of three hundred and thirty six Pagodas being that Summe on the Sum of four
thousand eight hundred Pagodas which said Sum were to be paid at two Payments first the Sum
of One hundred and Sixty eight Pagodas at the Expiration of three months after the date of the
said Note of Hand and the remaining four hundred and Sixty eight Pagodas at the
Expiration of Six Months from the date of the said Note And this Defendant further
saith that on or about the twenty fifth day of the said Month of December this Defendant
thought proper to quit the Service of Puspanadah Nenah as her Gomastah and applied to
the said Puspanadah Nenah to discharge him from the Obligations that they were
jointly concerned in which application of this Defendant the said Puspanadah Nenah
complied with and went to the several Creditors of the said Puspanadah Nenah and gave
fresh Bonds as the name of Puspanadah Nenah and Vencatashilla Pillah whereby
as Puspanadahs Nenahs Gomastah on discharge of those that were in the name of Puspanah
dah Nenah and this Defendant and particularly that Bond on which the Complainant
now sues this Defendant And this Defendant further saith that the Bond is payable
to the Complainant and it appears there by to have been money borrowed of the Complainant
yet whether the same is the Property of the Complainant or Mrs Mary Monro of Portland
George Wedow the Mother in Law of the Complainant this Defendant cannot positively
assert for this Defendant saith that on Application to one Madoo the Servant of
Mrs Monro he acquainted him that Mrs Monro his Mistress had given up this
this Defendants Bond of the Eighteenth day of December one thousand Seven
Hundred and Sixty three the same being in dispute to Puspanadah Nenah and was
satisfied with that of Puspanadah Nenah and Vencatashilla Pilla who has
antedated such Bond by making that date of the same Agreeable to that on which
this Defendant was jointly concerned the same being now before this Honorable Court
and whatever stranger for this Defendant Ajetum as to the Bond given by Puspanah
dah Nenah and Vencatashilla Pillah in discharge of that in which he this
Defendant was jointly concerned with Puspanadah Nenah was in his favour to
Vencatashilla Pillah to take such sum as to the Bond given up by this Defendants
Name the said Vencatashilla Pillah produced not only the said Bond but the Note
of Hand for the Sum of three hundred and thirty six Pagodas and said that the same
were discharged and he this Defendant rendered totally disengaged from the same
and that it was his Master Puspanadah Nenahs order that this Defendant
should never be engaged in any kind of Business whatever with him And this
Defendant further saith that his reasons for making such particular Enquiry
was

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Read and filed
6th November 1764

Replication of James Hodgskins by his Attorney Gilbert Barclay to the Answer of Clarke Lydia and Theodosia Mackelcan

This Replicant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors Vncertainties and Imperfections in the said Answer contained for Replication thereunto saith that the said Answer is very Insufficient in the Law to be Replied unto And this Replicant further saith that notwithstanding the very Elaborate Arguments of the Defendant to vacate this Replicants Demand This Replicant still Commandeth that the same is just and true

This Replicant denyes that the Obligation which this Replicant now sues the Defendant was ever given up to Pasquanada Nimar to be cancelled or to any other person whatever on that ever ment was the Intention of this Replicant But on or to Illustrate the Equity of this Replicants demand This Replicant most humbly prays the attention of this Honble Court to a narrative of the several Transactions that have passed relative to it

This Replicant alledges that some time in the Month of June One thousand seven hundred and Sixty three the Defendant alone and not Jointly with the Pasquanada Nimar as set forth by him Borrowed and Received from Mrs Mary Munroe the Sum of four thousand Pagodas for which the said Defendant Assumed a new Obligation for that Sum and also took upon him to become Jointly with himself the name of the said Pasquanada Nimar who thereon the said Sum of four thousand Pagodas or any part of it came to the hands or was applied to the Use of the said Pasquanada Nimar this Replicant cannot tell This Replicant further sets forth that the time Limitted in the said Obligation for payment of the said Sum being expired being Six Months the Defendant alone came to one Moodie Conicoply to the said Mrs Munroe and told him that he was come with an Intention to pay off the Interest due on the said Sum so Borrowed and desired that he the said Moodie would request of the said Mrs Munroe her Indulgence of a further space of six Months for the Payment of the said Obligation which the said Mrs Munroe acquainting the said Moodie was sent by her to acquaint the Defendant therewith the said Pasquanada Nimar not being there in the Place And whereas the said Matter stood and Adjusted the Accounts of this Replicant with the said Defendant upon his the last Receiving a further Sum of Money it appeared that the Defendant stood Indebted

to

Mary Monroe wherein Puspanadah minah the same and made use of that which was by his order and direction or by his consent or knowledge and for further Answer this Defendant saith that he entred into a Bond with Puspanadah minah of the day and date as set forth in the bill this Defendant believes and in the manner and form as is therein already related in this bill this Defendant believes and likewise this Defendant positively asserts that a Bond was executed at or about the time in the month of January following the date of the Bond that this Defendant was induced upon by Puspanadah minah and Vencatachella Pillah such Bond or Executed by them and the month of January here in mentioned is a mistake that on which the Defendant was misled and in the Indenture of Bond admitted by the Repliant in his Replication and that such Bond so Executed was given to Mary Monroe through the hands of Mootoo her Coniccoply and this Defendants Bond together with the Note of hand for the sum of three hundred and thirty six Pagodas as a premium on the above mentioned Bond were delivered to Vencatachella Pillah or Puspanadah minah and this Defendant positively asserts that he saw the Bond that he now produced and the Note of hand already mentioned in Vencatachella Pillahs hands and that on this Defendants application for the same the said Vencatachella told him he had orders to detain such Bond last mentioned together with the Note of hand till the accounts between this Defendant and Puspanadah minah were settled this relation is a sufficient Answer to the Observation made by the Complainant in his replication and more over the same will be verified by Witnesses and this Defendant further saith that though the Repliant saith that the Note of hand for three hundred and thirty six Pagodas given under the Hand of this Defendant was an undischarged and on the hands of him the Repliant yet that such note was given up to the said Vencatachella Pillah for a Note Subscribed by him for the account of Puspanadah minah and that this Defendant hath heard that the Repliant or some one for him hath received one hundred and sixty Eight Pagodas on account of the same and this Defendant further saith that he will verify the Discourse passed between him and Mootoo concerning this matter and this Defendant further saith that the Reason of his being so long plain and his Answer concerning the money received was that as the Bond was made payable to the Complainant and the money received of Mrs. Mary Monroe by the Means of her Servants the real property of the same to whom belonging this Defendant could not be positive in and that the knowledge of the same whom belonging was and is a matter sufficient for this Honble the Court to take Cognizance of and that though

Misfortunes

of by the Complainant or Mrs Mary Munroe for the said Despanada Ochoa Rand Concerning
which Coming into the Court of this Eighteenth December One thousand Seven hundred and
sixty three being the very same Bond above Mentioned and the Complainants Replication
to all such matters and things the Defendant ought to
Verify mention and prove at such manner and form as this Honorable Court shall
direct and Limit by Proviso and by his said answer he hath also prayed
Chas Brandy
Attorney for the Defendant

Interrogatories

to be administred to such Witnesses as shall be Produced and sworn and
Examined on the part of the Complainant in a certain Cause wherein James Kirkpatrick
by his Attorney Gilbert Paxton Complainant and Conor Sydenada Mendelair and
Despanada Amar are Defendants

All the Witnesses Severally Examined Do you know the parties Complainant and Defendant to this
Cause or either of them If you how long have you known them or either and which of them
declare

1st Interrogatory Do you know or are acquainted of any money being Lent by Mrs Mary
Munroe to the Defendant Conor Sydenada Mendelair If yea when and what sum of money
was so Lent where was it Lent and in what Specie Do you know or do you not know
or are informed for what purpose or what became of such money after it was Lent If yea
for what purpose or what became of the same and what more passed to your knowledge
on Conversation or otherwise between the said Mrs Mary Munroe and the said Conor
Sydenada Mendelair Concerning the said Money so Lent the whole Declare

Interrogatory 2d Do you know or are acquainted with the Bond now
shown to You if yea how came you so acquainted with it Do you know or are acquainted
of any Money Borrowed of Mrs Mary Munroe by the Defendant Conor Sydenada
Mendelair If yea what Sum When and where was such Money so borrowed and what
Writing did the said Defendant give for the same and what passed on Conversation
or otherwise at the time such Money was lent or at any time after between the said
Mrs Mary Munroe and the said Defendant concerning such money so Lent and
what to your knowledge became of such Money after it was so Lent Do you know
or are acquainted with the Despanada Amar Lately Living in this place If yea

Do

hundred Pagodas unto this Deponent's hands, both which he carried to Covea Cy-
and received from him the Premium and Interest for the first six Months this Deponent
then paid the eight thousand Pagodas he carried with him to Covea Cydenada, and
him to make and seale fresh Bonds for four thousand eight hundred Pagodas — That
said Pusparanadah Nimah and Covea Cydenadah Nimah would come tomorrow from Pollore to Negapatan
to sign a new Bond for (4800) Pagodas and then sign myself — this Deponent then went away to
look the old Bond with him — the next day at 10 o'Clock in the forenoon Covea
Cydenadah told this Deponent Pusparanadah Nimah was come, Damgeen
my self to Pollore and we'll make out the Bond and we'll get him to sign it
there — this Deponent replyed, must be present when he signs — Covea Cyde-
made Answer, (my brother) will not carry us both as the roads are bad cannot
you trust me? I will get him to sign and seale the Bond to you this Deponent
said he was satisfyed, Covea Cydenada went to Pollore and returned the fresh Bond
for four thousand eight hundred Pagodas the same night signed by Pusparanadah Nimah
— the next morning Covea Cydenadah came to this Deponents house, when they went
together, to Mr. Smith the Minister one Antonio de Cruz in whose presence Covea Cydenadah
signed the fresh Bond marked A now shewn to this Deponent, which said Bond this
Deponent delivered to his Mistress — about 25 days afterwards Pusparanadah Nimah return-
ed to Covea Cydenadah from brining his Cachel and took Venkatachella Pillay in his
room — Covea Cydenadah came to this Deponent and told him Pusparanadah Nimah had
turned him out and got a new Cachel, and that they have given fresh Bonds to all
the Gentlemen, wherein Mr. Covea Cydenadah has signed and shewn several
Bonds to this Deponent of two returned, with the name and seal torn off, your
Mistress must also have a fresh Bond from them — this Deponent said, if
Pusparanadah Nimah and his Cachel come and give satisfaction to my Mistress
very well — Covea Cydenadah then said the Bond Mrs. Mary Monro has, was
drawn, not in her own name, but in the Name of Captain James Kirkpatrick, who
besides has a Bond for four thousand Pagodas for money lent of his own, which two
Bonds, Pusparanadah Nimah and Covea Cashella Pillay told Captain Kirkpatrick
Dubash to Davy Naigue, to bring, and they would give him the two and their Head
Davy Naigue therefore desired me to come to you, and get your Mistress Bond, if
you gave it me, I could carry it to him, and get another — this Deponent then
came and told the same to Mr. Mackenzie Bond to carry to Davy Naigue for
that to get meanwhile they came back — Covea Cydenadah charged this Deponent as
four

four or five days, but he paid them off and went to Travilore, where he staid three or four days,
on his return, he went to his Mistress, who told him Davy Narque had been with her
to ask for Cova Cydenadah's Bond, and he would get a fresh one from Puspanadah Nenah
and Vencatashilla Pilla but told him I did not want one. This Deponent then
told Mrs Mary Monro, Cova Cydenadah had been with him on the same account
afterwards this Deponent went to Puspanadah Nenah and Vencatashilla Pilla
and asked them whether they had bid Davy Narque tell his Mistress they would
give her a new Bond instead of that Cova Cydenadah had given to her before. Puspanadah
Nenah and Vencatashilla Pilla made answer they had said no such thing. this
Money said Puspanadah Nenah Cova Cydenadah himself borrowed, and lent
it to Hoolo Comrapah without any order from whom he took a Bond in the name
of Captain James Kirkpatrick &c as no business of ours. This Deponent then went to
Cova Cydenadah and told him what Puspanadah Nenah and Vencatashilla Pilla
had said. Cova Cydenadah answered your Mistress has got my Bond, done the favor
and given those People a little trouble and they will give You another Bond. This
Deponent said very well, and returned back to Puspanadah Nenah and told him he
must give a fresh Bond, as he had signed on the first, Puspanadah Nenah said, when
Cova Cydenadah brought me the Bond at Pollore, he did not tell me it was Mrs
Monro's money but that it was Captain James Kirkpatrick's from whom I have
an account, therefore signed it, but I have none of Your Mistress's. three days however
afterwards Puspanadah Nenah and Vencatashilla Pilla, gave a fresh Bond and
desired this Deponent not to speak to Cova Cydenadah about it but let his Mistress
have it as this, and the other Bond. Puspanadah Nenah then said, Cova Cydenadah
must pay this money, Sangam with the Country as soon as I return, I will speak
to the Governor, to get the money from Cova Cydenadah, and pay it your Mistress.
This Deponent then carried the Bond signed by Puspanadah Nenah and Vencatashilla
Pillah to Mrs Mary Monro who said I do not want it, Cova Cydenadah's Bond
is sufficient for me. This Deponent never the less desired her to keep it further this
Deponent depatched, that when the time was out for the payment of the Bond, his Mistress
sent for Cova Cydenadah to demand the money, Cova Cydenadah came to her and said
he had no business with the Bond, Puspanadah Nenah must pay it. Mrs Mary Monro
then detained Cova Cydenadah at her house, and sent for Puspanadah Nenah and
Vencatashilla Pilla at which time Puspanadah Nenah told Cova Cydenadah in the
presence of Mrs Mary Monro, that he had borrowed the money himself, and lent it to
Hoolo Comrapah, to have Bond he had got therefore he must pay the money. Cova
Cydenadah replyed, I was your Comadah, if I have the money I have or I owe it
and that I owed I must account to you for it but you must pay Mrs Mary Munro.

Puspanadah

Pupanadah Nimah said, on your next pay day this Deponent does think it may be for there debts
were not by him Mistress Mary Monro there had spoke to Pupanadah Nimah and
Cova Isabella Silla, to give Cova Bond, but at the request of Cova Sydenadah never more this
Deponent deposeth not to this, this fourteenth Interrogatory

Richard Sallom

(Examined)

Mayor Court
Madrapatnam

Between James Kirkpatrick by Gilbert
Stacey Complainant and Pupanadah Nimah
and Cova Sydenadah Defendants

Depositions of Witnesses taken on this Cause by and before the Examiner in the
Court as follows viz.

Dorasy Marquez of Madras Dubash aged 36 Years a Witness duly sworn to the Interrogatories
on this Cause on the part of the Complainant, was on the 21st day of March 1765 shewn at the
Office of Mr Charles Bromley Attorney for the Defendants by Canapa who is a Servant of the
name Silla and Place of abode of this said Deponent and afterwards on the same day
being sworn and Examined deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith he has known James Kirkpatrick 5 or
6 Years Pupanadah Nimah 5 Years and Cova Sydenadah 11 Years wherein he
2d ..... To the second Interrogatory this Deponent saith he does know of four thousand
Pagodas being lent by Mrs Mary Monro to the Defendant Cova Sydenadah at her
own house above three years since in the presence of this Deponent and one Murrapah Cova
Sydenadahs Servant which money this Deponent saith Cova Sydenadah Pollum
and Mrs Mary Monro he borrowed on account of Pupanadah Nimah and gave a
Bond for the said Sum on Captain James Kirkpatrick's name signed by
Cova Sydenadah for himself and for Pupanadah Nimah Cova Sydenadah three
Months after borrowing the aforesaid Sum paid to this Deponent the Interest
for that time which he delivered to Mrs Mary Monro of Sydenadah as he then broke
before the time was expired for the payment of the Bond this Deponent spoke to
Cova Sydenadah to get the money ready to pay it Cova Sydenadah made answer
you may have the money whenever you please when the time was fully out this
Deponent again went to Cova Sydenadah and asked for the money Cova Sydenadah
said Mrs Mary Monros Servant Mr Do came down and took it who kept it till
longer on my hand she has also brought some more money back for both of which sum

to defend Accordingly for the same during the term of their contract

Signed Sealed & Delivered
Where no Stamp paper is to be had
In the presence of

This Paper Writing was shewn to Swamy Ayyer at the time of his Examination before me on a Cause depending in the Mayors Court at Madraspatnam wherein James Kirkpatrick of Madras Inhabitant by Gilbert Ously his Complainant and Sreepramdah Nimah and Cowa Eydenadah Inhabitant of Madras Merchants and Defendants this Ninth day of March Anno Domini 1765

Richard Sattom
Examiner

This Paper Writing was also shewn to Moody at the time of his Examination the sixteenth day of March 1765

Richard Sattom
Examiner

Mayors Court
Madraspatnam

Between James Kirkpatrick by Gilbert Ously Complainant and Sreepramdah Nimah and Cowa Eydenadah Inhabitant Defendants

Deposition of Witnesses taken on the Cause by and before the Examiner in the Court as follows viz

Swamy Ayer of Madras Gramony aged 70 Years or thereabouts being produced as a Witness on the Cause on the part of the Defendants and sworn on the Holy Evangelists the 9th day of March 1765 shewn at the Office of Mr Archibald Palmer Attorney for the Complainant by (engd) who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being duly sworn and

Examined

by Canapa who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he has known James Kirkpatrick 5 Years Puspanadah Nonah 10 Years and Cowa Cydonadah for 7 Years or thereabouts

6th To the Sixth Interrogatory this Deponent saith some time ten Months ago the Defendt Cowa Cydonadah made a demand on Vencatashella Pillai for a Bond for Vencatashella Pillai's house which Bond this Deponent saw sold upon Vencatashella Pillai's Land and the Defendant demanding of Vencatashella Pillai the money & he could not more this Deponent depose[th] not to this Interrogatory

7th To the Seventh Interrogatory this Deponent saith he was Writer to Charles Turner Esqr when Puspanadah Nonah told him he would give into his hands as a security for the money which he had borrowed from his Master a Bond of Four thousand and odd Pagodas that Mr Puspanadah Nonah and Cowa Cydonadah had given to James Kirkpatrick and he might demand the money from Cowa Cydonahdah this Deponent said he could not have it on hand upon being so Mr Turner who upon this Deponent mentioning the proposal told him he would not have so much trouble this happened in the month of April 1764 more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom

Examiner

Mayor's Court Adl
Madrasspatanam

Between James Kirkpatrick by Gilbert Heasley Complainant and Puspanada Nonah and Cowa Cydonahdah Maddaver Defendants

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Canapa of Madras Conceply Aged 26 Years on the Holy Book being produced as Witness in this Cause on the part of the Defendant on the 9th day of March 1765 Shewed at the Office of Mr Archdale Palmer Attorney for the Complainant by Canapa who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as follows

1st To the first Interrogatory this Deponent saith he has known the Complainant 11 Years Puspanadah Nonah 4 Years and Cowa Cydonadah 7 Years or thereabouts

8th To the Eighth Interrogatory this Deponent says he is a Madras Hoodo a Conceply of the

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