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RECORDS

of the Honourable the Mayors Court of
Madrasspatnam Anno
1733

PRESENT

Paul Hayley Esqr Mayor.
John Downey, Samuel Barbes,
Hugh Naish, John Hammond
Nicl Campbell Samuel Harrison Esqrs
George Drake
Aldermen

The 11th Jan 1731

To the Honourable the Mayors
Court of Madrasspatnam

Humbly complaining sheweth to this Honble Court
your Orator Bappoo in Vengama dow and Heir of Bap
-gaver in Yellapa late of Fort St. George Merchant
deceased That your Orators said Father died on the
15th June 1730 seized and possessed of a Chunnam
Kilnat Aroor being and recieving the Rents of the sum
of one hundred Ninety four Pagodas two Fanams

Estate of the said Intestate to have Letters of Administration to be granted to him by this Honble Court of the said Intestates Estate

That by Virtue thereof the said George Moreton Pitt did
pay performed all the Duties of the said Intestate and hath thereout
paid the several Debts owing by the said Intestate and he also
Exhibited an Inventory and Accounts thereof the said Intestates
Estate and also an Accounts in what manner he hath made Distri-
bution thereof on the ballance of which last mentioned accounts
there appeares to be due to the Intestates Estate from the said
George Moreton Pitt Pags 9808 2 59 Over and besides sundry
Debts & Bonds for money due to the said Estate amounting to
Pagodas 2242 21 56

That Your Petitioner conceives the Right
of Administration to the said Intestates Estate devolved on her
as his Widow and Relict immediately on the Intestates decease and
that the Letters of Administration granted to the said George
Moreton Pitt as aforesaid were granted contrary to your Petit-
tioners said Right & Your Petitioner therefore most humbly
prays this Honble Court that the said George Moreton Pitt may
be Summoned to be and appear before this Honble Court to shew
cause why the said Letters of Administration shou'd not be recovered
and that the same may be recovered and that Letters of Admini-
stration of the said Intestates Estate may be granted to Your
Petitioner on giving Security for the due Administration thereof
as by the Charter is directed and your Petitioner shall Pray &c

Jan: 10: 1732

To the Honourable the Mayor
Court of Madrasspatnam
The humble Petition of Nathaniel Turner
on behalf of himself and Others Proprietors of
Silver on board the Ship Prince George

Sheweth

That the said Ship Prince George being lo-
aden her Passage from this place to China several parcells of Silver
have been recovered from the Wreck of the said Ship & provided to
Samuel

May please your proportion of the Allowance of Mr Prince Search has Account Current from Carolina being Dated 1735. now in the hands of the said Mr Harrison

And your Petitioners shall Ever Pray &c

An Account of the Silver on board the Prince George all Deductions being made for the first & Salvage

	Dg^rs	Sh^s	Cut.
Owners of the Prince George	8078	—	—
Sundry Adventurers	3934	—	—
William Sleffe	655	—	—
Joseph Wade	327	—	—
Alex: Wedderburne	2783	—	—
John Stephenson & Samuel Harrison	2190	—	—
The Hon^ble George Morton Ellt Esq^r	15878	5	—
Mr Hugh Nash	884	2	—
The Misprinage	1022	21	66
Capt Pelton	1137	33	—
	65310	28	06

Fort St George
26 Sept 1752

Errors Excepted S Harrison

Accounts

(Equity and good Conscience) This is to be Rd.

Mayors Court of
Madrass Patam

Thursday the 18th day of January Anno
Domini 1732 between Gregory Debetune
of Fort St George Merchant Compltt and
Lewis Rotarjee Defendant

Upon reading the Pltt Petition & also a Translate of a Bond given by
him to the Defendant & the Endorsement thereon & the Pltt appearing
in Court and submitting to deliver the Parnetta in Question on receipt
of the money for which the same were delivered to him as security
This Court doth think fitt to Order & decree and doth accordingly Ord.
and Decree that the said Parnetta be weighed and the weight thereof
certify'd to this Court by the Register & that the said Parnetta be then
delivered by the Dft to the Pltt on his the Pltt paying the Dft the sum of
One Hundred & two hundred & Eight Pagodas the amount of the said Bond together
with such Charges the Dft shall prove to have paid on the said Parnetta
at the time of Importation and that upon payment of the said Sum
the Dft do deliver to the Pltt the said Bond so executed by him as aforesd
and it is further Ordered that the Defendant do pay the Costs of this Suit

Jno Pett

Feb. 2. 1732

To the Honourable the Mayors
Court at Madrass Patnam &c

Humbly Complaining Sheweth unto this Hon.ble Court Your Crator
Peter Eckman Lieutchant of the Troops at Fort St George that
Lay Chongua Merchant in the same place borrowed and received
in the Year of Our Lord One Thousand seven hundred & Twenty nine
and thirty the sum of Two Hundred Pagodas & odd Coom of Your Crator
and for securety and repayment of the said Money the said Lay Chongua
gave unto Your Crator One a Mortgage Bond whereby the said Lay Chongua
Vancoyan and Comachan mortgaged three Houses unto Your Crator
and when the said Bond became due and payable Your Crator
demanded the Money but hitherto without Effect. Forth & Therefor
in Case the said Lay Chongua Vancoyan and Comachan not shall be
found

and Assignes for ever to which said assignment is contained a Proviso
for making void the same on payment of the said sum of three
thousand Pagodas and Interest after the rate of Eight p Cent p Annum
at or before the Expiration of two Years from the date thereof whereby
the said assignment under the hand & seal of the said Deveray ready
to be produced as this Honble Court shall direct will appear and
your Orator shews that the said Deveray having paid to the said
George Torriano some money in part the Principal and Interest
due on the aforesaid security and the said George Torriano pressing
the said Deveray for payment of the residue due thereon which
the said Deveray being unable to do applyed himself to your Orator
requesting your Orator to advance the sum of two thousand seven
Hundred Pagodas being the ballance remaining due on the said
Mortgage or otherwise secure the payment thereof to the said
George Torriano which request of the the said Deveray your Orator
consented to and on or about the twenty ninth day of October which
was in the year of Our Lord 1728. your Orator did actually & bona
fide pay to the said George Torriano the Sum of One Thousand
Pagodas Current of the Madraspatan and did sign & execute One Bond
bearing date the said 29th day of October conditioned to be void
on payment of the Sum of One thousand seven hundred Pagodas
at or before the Expiration of two Years from the date thereof as
by the said Bond relation being thereunto had will appear And
your Orator shews that by Endorsement on the said Assignment
the said George Torriano in consideration of the said sum of One
thousand Pagodas and of the said Bond so executed by your Orator
as aforesaid did assign and make over to your Orator all his
right & title to the aforesaid security And your Orator shews
that he hath actually and bona fide paid to the said George Torriano
the said Sum of One thousand seven hundred Pagodas secured
to him by the Bond so executed by your Orator as aforesaid and
thereby is become justly intituled to the said Mortgage & premises
as a security for the payment of the said Sum of two thousand seven
hundred Pagodas and the Interest due thereon And your Orator
shews that he hath frequently applyed to the said Deveray for

Coral Acc.t of Poncala Kisna &c. Dr.

Per Contra Cr.

1724 Sept.r 12 To Coral for several parcels bo.t of Nathaniel Elsnick Esq.r at three M.ths Trust from this day ₹ 1522.22.—

To Interest allowed by the partners on sundry sums of money for what Coral there returned or sold from time to time since the Expiration of the above said from the trust ..... 159. 9.—

1681.31.—

To Ballance to be devided among the Partners undernamed 147. 3.60

Pagodas 1828.34.60

&c. &c.

By the Amount of what sold by Order &.t Numbyerimal in 2.d Sale to the trust on the 19.th Sept.r to the 15 Dec.r 1724 as p.r their Acc.t Sales ₹ 502.22.—

By D.o in 6.th C.t 15. from the 15 Dec.r 1724 to the 30 June 1731, as p.r their Account Sales 1030.12.60

Pagodas 1828.34.60

Dovidend of Pag.s 147: 3: 60, to the Partners concerned in this Coral, being the Ball.ce of what gained thereon, Viz.t

Poncala Kisna ... } Numbyerimal } their 2 quarters p.t Prim.s 2000 ₹ 73.19.70

Verdapa ... }

Laupa Evaning his 1 quarter p.t D.o 1000 ₹ 36.27.75

Deveroy ..... his 1 quarter p.t D.o 1000 ₹ 36.27.75

Pagodas 147. 3.60

Acc.t Cash

1721 Per Contra Cr.

Decr. 15 By Cash p. Mr. Nathaniel Rice Exr. to Jno. Davis
for so much Cash'd of him as p. Bill Dat. 15 Dec. 1721 £

Cr.

Per Contra

By the Amount of what is sold by Mr. Humphrey Norwood &
Partners on Cr. to Sundry Persons the 21 Dec. 1721 172 4/5
to the 30 June 1721 as p. Account Current Ballance £ 3947 13 -
By Interest gained on Ballances of Accounts - 0 4 35 -
Pays Dat 3987 12 -

Cr.

Devenish

I asked him what the Sheriff wanted with him." Pelling Answered that he
believed it was to admitt him to bail" upon which I parted with him and
went on the Fort House where I met the Sheriff Mr. Francis Rous for he
addressed himself to me and told me "he must Demand the Prisoner
(Ram Chundru) and thereupon shewed me a paper which he called a Warrant
for so doing from the Court of Appeals though he did not let me Read it
through I made him acquainted with the Resolution we had taken
among our Selves to meet again so soon as this Ceremony should be over
but he replied "he must take him and Immediately being desirous to by his
aforesaid Warrant "upon which I represented to him that the Difference
of time would be but Inconsiderable and that the Deferring the putting
this order in execution till then might prevent a great deal of trouble
and confusion to which he made answer in words to this purpose that
where matters were kept easy and quiet such a thing might be done
but as it had risen to a dispute it could admitt of no delay

The Goaler came to me soon afterwards and acquainted
me that the Sheriff had Demanded of him the Keys of the Prisons and de
=sired my orders thereupon to which I said in general terms that I would
not Interfere in the case singly

I then set out with the other Gentlemen on the proc=
=cession before mentioned and on my return home was informed that Mr.
Rous the Sheriff had been at the Prison and had taken the Prisoner Ram
Chundru out.

Sunday April 1st ..... About seven o'clock at night Mr. Farmer brought me &
=vered to me the Letter from him to the Mayors Court of this days date Copy
=thereof with a Copy of Ram Chundrus Petition of Appeal attested by him as
Clerk to the Court of Appeals telling me there was no occasion for me and
which he afterwards explained by saying that he meant there was no
occasion for an answer then from me only

Monday April 2d ..... There being a Rebellion at Patany of an European Ships Cargo from
China this day on the morning the Gentlemen Members of this Court held
met to consider of the purport of this Letter till the evening [illegible]
being present Messrs. Drake & Harrison excepted and [illegible]
in the manner before recited into my apartment I [illegible]
Letter and Copy of the petition of Appeal and after [illegible]

he should pay a fine of fifty Pagodas then Endorsed him appointed him to
come after the Court Broke up for Liberty to go about the Town in order to
raise the money which I acquiesced with giving him in charge of
William Hathaway one of the officers of this Court

The same day about two a Clock in the afternoon the said
Hathaway brought me a note from Mr Neil Campbell one of our Members
the Contents of which are as follows —

"Mr Parkes

"Sir

"The Governour having a Complaint from
"Ramah Chendru that he had been fined by the Court and was obliged to
"go to prison till he paid it desired me to let you know that he would find
"People to be Bail for him —

I am
Sir
your most Humble Servant
Neil Campbell —

upon receiving which note I bid Hathaway that he might let Ramah
Chendru go home "

In the evening of the same day between the hours of four and
five Mr George Tomano came to me and said "he was directed by the
Governour to come to me to know if I had admitted Ram Chendru to Bail
yet" to which I answered that no body had offered themselves to me for to
do it" then he told me that Ram Chendru had lodged a Petition of
Appeal and asked me who was to answer it" together with several other
questions in relation to the case which he said were by direction of the
Governour to which I returned a general answer that "I would not enter
meddle any way or other in the matter but by the direction of the Court
which was adjourned to Friday next" whereupon he replied "the
Governour would not let it lie undetermined so long because it touched
his Authority which I knew was a very nice point —

March 31. About Eight in the morning Thomas Pilling one of the Officers
of this Court brought Ram Chendru to me having not paid the Fine hitherto
whereupon I sent to Messrs Towney and Smith two of our Members who being
come I asked Ram Chendru before them "why he had not paid the money" his
answer was (as interpreted) that he had not got it yet, but would get it
ready

The Sheriff answer from any Body from the other Court
Ordered that the Register do wait on the Clerk of the Court of Appeals to know
what further had been done Relating to Ram Chundra

May y^e 8^th. The Register aquaints the Court that he had waited on M^r Torriano Clerk of
the Court of Appeals agreable to an order of the 27^th of last month either
on that or the next Day concerning the affair of Ram Chundra and that
M^r Torriano then informed the Register he would Deliver him a Copy of the
Resolutions of the Court of appeals in that Case but M^r Torriano having
omitted to deliver such Copy the Register went to him yesterday to ask for the
same when M^r Torriano desired him to Deliver the following message to the
Court, That he had delivered a Copy of the Resolutions of the Court of Appe
-als to Ram Chundra according to his Instructions but as he had no orders to
send a Copy thereof to the Mayors Court he could not deliver one to the Register

Saturday the 31 day of march 1733 Between the hours of nine and Ten
in the forenoon I was sent for^d to the Company's Garden to attend the Court of
Appeals and in obedience to Such message I went to the Gardens and the
Court being Sat I was Called for and upon my coming into Court the Presd^t
Acquainted me that Ram Chundra had appealed from a Decree of the Mayors
Court whereby a fine of Fifty Pagodas had been Imposed on him and Demar
-ded whether I had any answer to make thereto I Replyed I could not make
any answer to the said Petition. The Presadent then ask'd me of I knew whe
-ther Ram Chundra was Imprisoned for the fine I answered I Believe he
he might. The President then asked why the Mayors Court refused to ad
-mitt Ram Chundra to Bail whereto I replyed, I was directed to Request
that whatever Questions the Court had to ask concerning Ram Chundra
might be delivered in Writing and the Mayors Court would return answer
thereto in the same manner being further examined by the President
on what pretence I refused to deliver the Records of the Mayors Court in this affair
to their Register I answered that I was directed not to deliver the Minutes of Court
untill they had been first Read in and approved by the Mayors Court whereupon
the President or one of the Councill Replyed thus, Why then the Minutes are not
Records of Court to which I answered That they were Records but that it was not
the Practice of the Court to deliver Copys thereof till they had been drawn up fair

the Councell board, the Governour askt me if that Rous Sheriffe was Dead
son and if I knew such a man. I answered yes he again askt me if
I had any written orders I answered no but the Court Sergeant had delivered
him to my servant by the orders of the Court then the Governour askt me
if I had any order from the Sheriff I replyed no about three in the afternoon
Mr Francis Rous send for me and askt me if that Ram Chendra in Prison
I replyed yes he said he must have him out, I answered I could not let him
go without the Mayors orders he replyed that the Prisons were under his
care and he would have him so I took my leave and came home about five
a Clock Thomas Pilling came to me in Mr Rous name and Demanded
the keys of the Prison which I refused to deliver but went to Mr Rous into
the Fort where he Demanded the keys which I refused to give him and
told him if the Governour would please to send for them I would Deliver
them about half an hour after Mr Rous sent a Peon to Call me to the
Town Hall where he again Demanded the keys and the Prisoners for me
I again refused to Deliver but answered him if he had a mind to take him
by force he might so he turning himself about to my Servant and said
Sarah go open the Door so followed my Servant and Called the Gnaumoud
by name and bid him come along with him he likewise shewed me a Paper
which he said was his Warrant for so doing. This I am ready to give my
Oath to the best of my knowledge.

Thomas Lipping

Sworn in Court
April 20 1733

Fort St George Saturday march the 31. 1733

A Memorandum of my being sent for by the Honorable Governour & Councill
about nine or ten a Clock in the morning I was sent for when the Honble
Board was Sitt the first Question I was asked if I knew any thing of one
Ram Chendra I answered yes I was asked again whether I was the Person
that Committed him to the Marshalls Charge I made answer yes again
I was asked by the Govr by what authority I committed him to the Prison he was
to take Charge of him I replyed by an order made by the Mayors Court I was
asked again whether I had any written Warrant for the taking and Commit-
ting of him I answered no again I was Said what time it was that I first
took him into Custody I answered to the best of my knowledge not being at
Court and being informed by my Partner it was about twelve a Clock the day

equitable Since as all Securitys are to oblige the Party not to abscond the Sum of five Hundred Pagodas which your Petitioner was obliged to find Bail for was nearly greater than he ought to have given especially considering it was Seven of the Clock at Night when it was ordered and your Petitioner was to be taken into Custody if he had not given it —

Fourthly for that the Sum of Fifty Pagodas in which your Petitioner has been fined is Equall to what the Law has provided for Wilfull and Corrupt Perjury fairly proved which your Petitioner apprehends requires as no Severer Punishment than a base Prevarication had Such been with the Court

Lastly for that your Petitioner is advised that there is a Power in the Honoble the Mayors Court to fine Deliquents for such behaviour yet it is not to be done till an account has been given him in Writing of the Particulars in which he is faulty and time given him to make his Defence which your Petitioner begs Leave to Shew to this Honoble Court was so farr from being the case that the said Honoble mayors Court did not so much as ask your Petitioner if he had any thing to say in his Defence but proceeded Directly to Impose the fine —

Wherefore and for the Reasons aforesaid your Petitioner Appeals from the said Judgement Decree and Sentence of the said Honoble the Mayors Court to this Honoble Court and Humbly Prays Such relief in the Premises as to this Honoble Court shall seem meet and your Petitioner shall ever Pray &c.

A true Copy George Torriano
clk to App[s]

April 13th A Letter to the Court of appeals from this Court Dated the 7th April 1733 Viz

To the Honoble the Court of Appeals
in Madraspatnam

We are to acknowledge the Receipt of two Papers sent down to the Mayors Court from the Honoble Court of Appeals the one dated on Saturday last the 31st of March 1733 being an order and decree directing us Immediately to admitt to Bail Ram Chundra then a prisoner by order of our Court for non payment of a fine Imposed on him and the other Dated on Munday the first day of this month being a Letter from Mr George Torriano Clerk of your Court accompanying Copy of a Petition of appeal Lodged with you by the said Ram Chundra and notifying to us to lay before you the proceedings of our Court

The Sheriff answers that he had admitted him to Bail as directed by his Warrant

The Court ask of the Sheriff by whom the said Ram Chundra was Committed to Said

The Sheriff answers by Major Roach and that one of the Bail was then present in Court

The Court ask of the Sheriff how he come to admitt the said Ram Chundra to Bail without acquainting the Court therewith

The Sheriff answers he had a Warrant from the Court of Appeals for so doing and directing his Discourse to the Mayor Says, Sir you may Remember I told you of it and desired that he might be admitted to Bail

The Court ask of the Sheriff whether he was not acquainted that the said Ram Chundra was a Prisoner committed by this Court

The Sheriff answers he was not acquainted with it from the Court at all

The Court ask of the Sheriff whether when he Demanded the Prison Keys of the Jaylor, the Jaylor did not acquaint him that the said Ram Chundra was committed by the Court.

The Sheriff answers the Jaylor told him that Such a man had been in the Custody of his (the Sheriffs officer) and afterwards putt into Prison. The Sheriff Says further he did not ask the Jaylor whether it was by order of Court

The Court tell the Sheriff that at first he had said he took the Party out of Prison because he had no Warrant to Committ him and ask of him If he did not know that being Committed by the Court he was as much a Prisoner Legally as if imprisoned by warrant of Committment.

The Sheriff answers he apprehends all Persons committed as his Prisoners, and that he ought to have notice of their Committment. which he had not.

The Court then tell the Sheriff That they are of Opinion it is no good Excuse from him to Say he had no Notice about this Man because being a Servant of the Court he ought to give his attendance daily there. however as he was not present they Conceive that the Jaylors informing him that Ram Chundra was committed by order of Court was giveing him Sufficient notice

The Sheriff desires to know whose Servant the Jaylor is

Whereupon the Court tell the Sheriff that they think it needless to answer that Question because by his Demanding and taking away the Prison Keys from the Jaylor they Immagine he supposed the Jaylor to be his Servant.

To the Hon.ble George Morton Pitt Esq.r
President & Governour & Council of
Fort S.t George.

The humble Petition and appeal of Ram Chundra of
the said Place merchant

Sheweth

That Poncala Kistna Deceased did some time past prefer his
Bill in the Honoble the Mayors Court against Daveroy for recovery of the Sum
of 2200 Pagodas due to him the said Poncala Kistna on the mortgage of Several
Houses and Gardens belonging to said Daveroy, To which Bill the Defendant put
in an answer thereby alledging that 1000 Pagodas part of the Debt Claimed by
Poncala Kistna was received from him on account this the said Daveroys Concern
in Corall with the said Poncala Kistna.

That the said Cause coming to be heard
before the Mayors Court the Court did among other persons examine your Petitioner
and did ask your Petitioner whether the said Daveroy was concerned with the
said Poncala Kistna in the Purchase of any Corall to which your Petitioner re-
plyed he knew not that the said Daveroy was Concerned with Poncala Kistna in
the Purchase of any Corall

That your Petitioner on his Return home
meeting with some of the persons who were Concerned with Poncala Kistna in
Corall asked them if they knew whether Daveroy was Concerned with them therein
and being answered in the affirmative your Petitioner did examine several
Cadjans and among others found the said Account of Daveroys Concern in Corall to
be of your Petitioners hand Writing which accounts your Petitioner did cause to
be translated and Did produce the Same before the Mayors on the next Day
when the Court asked your Petitioner whether he knew the Purport of the said
Accounts to which your Petitioner replyed he Did and that the Original things
were wrote by your Petitioner which answer seeming Contradictory to the
Evidence given by your Petitioner the Preceding Court Day the Court without
further enquiry or permitting your Petitioner to explain such seeming contra-
diction did order your Petitioner to be taken into Custody till he had given 500
Pagodas Security for his appearance at Court which order was complyed with
by your Petitioner though he then thought the same Illegall for the reasons
that

Proceedings against Ram Chendru touching his Misbehaviour and Contempt on his Examination as a Witness in a Certain Cause when in Poncala Kistna was Plff and Dewroy Defendant

March 3. 1792 Ram Chendru Sworn on the Part of the Plaintiff saith That he never paid the Sum of Pagodas 1000 to Moodue on any Account neither doth he know that Dewroy was Concerned with the Compt of Poncala Kistna in any Purchase of Corall

Mr. 5 Translates of Accounts of Corrall Produced and Ram Chendru being asked by the Court if he knew the Purport of said Accounts Declares that he kept the Accounts of Corall where of these are the Translates also also Poncala Kistna's other Accounts for 8 years past

It Appearing from the above Declaration of Ram Chendru That he had Imposed on the Court in a most notorious manner by insisting That he kept the Account of Corall on Partnership when it Appears upon Reading the Proceedings of the Last Court Day that he then made Oath that he did not know that the Defendant was concerned with the Complainant in the purchase of any Corall

Ordered That the said Ram Chendru for such Offence be Immediately taken into Custody and there to Remain till he can find sufficient Security in the Sum of Pagodas 500 to Appear before this Court at any Time within One month from this Date if they should Think proper to Demand him

Cornaud Moodelaire becomes his Security

Mr. 21 Ordered That Ram Chendru attend this Court on Fryday next

1793 March 30 Then the Court Resumed the Consideration of the Misbehaviour and Contempt offered to this Court by Ram Chendru and the Proceedings of this Court that Related Thereto were again Read and the matter upon the whole being Debated and Maturely Considered

Proceedings Against Ram Chendru Containing his Misbehaviour and Contempt on his Examination as a Witness in a Certain Cause when in Poncala Kistna was Plff and Dewroy Defendant

March 3. 1732/3 Ram Chendru Sworn on the Part of the Plaintiff saith That he never paid the Sum of Pagodas 1000 to Moodue on any Account neither doth he know that Dewroy was Concerned with the Compll Poncala Kistna in any Purchase of Corall

Mr 5 Translates of Accounts of Corrall Produced and Ram Chendru being asked by the Court if he knows the Support of said Accounts Declares that he kept the Accounts of Corrall where of these are the Translates also also Poncala Kistnas other Accounts for 8 years past

It Appearing from the above Declaration of Ram Chendru That he had Imposed on the Court in a most notorious manner by insisting That he kept the Account of Corall in Partnership whereas it Appears upon Reading the Proceedings of the Last Court Day that he then made Oath that he did not know that the Defendant was concerned with the Complainant in the purchase of any Corall

Ordered That the said Ram Chendru for such Offence be Immediately taken into Custody and there to Remain till he can find sufficient Security in the Sum of Pagodas 500 to Appear before this Court at any Time within One month from this Date if they should think proper to Demand him &

Cornwall Woodland becomes his Security

Mr 22 Ordered That Ram Chendru attend this Court on Fryday next

1783 March 30 Then the Court Resumed the Consideration of the Misbehaviour and Contempt offered to this Court by Ram Chendru and the Proceedings of this Court that Related there to were again Read and the matter upon the whole being Debated and Maturely Considered

oath true direct and perfect answer make to all and singular the premises as fully and effectually as if the same were here again repeated and interrogated and that your Orator may have such further and other relief herein as may be agreeable to Equity and good Conscience.

Mathias Coutts
Att.y for the Compl.t

To all to whom this present writing of award shall come I John Shatton of Fort St George Merchant send Greeting Whereas Differences have arisen and are depending between Buggaverim Vengama of Fort St George aforesd Merchant and Rasseia of the same place widow for the composing and finally ending where of they the said Buggaverim Vengama and Rasseia have agreed to stand to and perform the award and Determination of me the said John Shatton Arbitrator indifferently elected and named between the said parties to award order judge and determine of and concerning all manner of actions and Causes of Action Suits Accounts Bills Bonds Damages and Demands between them now know ye that I the said John Shatton having taken upon me the Burthen of the said award and fully heard and Examined the said parties in difference and duely considered thereon do make and declare this my Award between them as followeth Viz.t First I award an order that the said Buggaverim Vengama do pay to the said Rassiea the Sum of four hundred and five pagodas Current of Madrass and the Letter to enable the said Buggaverim Vengama to pay the said sum I do further award & order that the Bulse of Rubies deposited by the said Buggaverim Vengama in the Hand of the said Rassiea be forthwith sold by Publick outcry at the Sea Gate sumbly to the Sd parties shall otherwise agree for the Disposall thereof And in Case the said Rubies when sold shall not produce the said sum of four hundred and five Pag.s then I do award that such Deficiency be immediately made good and paid by the said Buggaverim Vengama to the said Rassiea which sum of four hundred and five Pag.s being raised and paid as aforesaid I award shall be in full Satisfaction and discharge of all actions and Suits and Causes thereof Bills Bonds Accounts Reckonings Claims and Demands whatsoever between the said parties to the day of the Date of these presents and that the said Rassiea shall accept thereof accordingly and lastly I award that the said Sum of four hundred and five Pagodas being paid as aforesaid they the said parties shall Execute and deliver to each other respectively a sufficient Release and discharge of and from all actions and Suits and Demds

Thereof

Per Contra Cr.

1721 By Cash received his proportion of the produce of Coral on Coast at times as Appears by three Articles of Sale in different Account here before incerted ---------- P. 1070.11.75

Per Contra Cr.

1726 June 30. By Cash received of Abdull Cadher the Amount of his Respondentia Bond to Deveroy, who let the said Abdull Cadher part of that Money out of 1000 Pag.s borrowed of the Dec.d the 6.th April 1726 ---------- P. 553.1.10

Dec.r 4 By Cash received of Abdull Gony the Amount of his Respondentia Bond to Deveroy, who also let the said Abdull Gony more Money out of the said 1000 Pag.s aforesaid ---------- 101.7.0

1729 June 2 By Cash received of Nunnekoyan by the Deceased ---- 125.0.0

By Ditto received by the Deceased out of his proportion of the produce of Coral due to him Dec.r 1725 270.11.75

1049.28.85

By ballance due from Deveroy ---------- 58.30.15

Pagodas 1108.18.0

Dec.d

doth accordingly order and Decree that the Defendt do pay unto the Plaintiff the Sum of three hundred forty three Pagodas Seventeen fanams by him with his Costs of Suite —

Ypr Cur

To the honoble the mayors Court
of Madraspatnam

Nov 27th 1738 —

Humbly complaining sheweth to this honoble Court your orator Veeraville Adeapa narrain of Fort St George merchant that your orator hath had sun dry Dealings in Trade with Seagapah Comarah Collattee Collattee and amboo Collattee Merchants now being and residing in Madraspatnam and in or about the Month of march 1732 your orator and the said Seagapah Comrah Collattee Collattee and amboo Collattee did adjust and settle an account between them of such their Dealings on the Ballance where of there appeard due to your orator the Sum of five hundred twenty six pagodas three fanams and Sixty Cash for Securing the payment of which sum to your orator they the said Seagapah Comrah Collattee Collattee and amboo Collattee did Sign and give to your orator one Cadjan note bearing Date the first day of the said month of march thereby promiseing to pay your orator the said Sum of five hundred Twenty Six pagodas three fanams and Sixty Cash with Interest after the rate of nine ppCent ppannum on Demand as by translate of the said note will appear and your orator shews that he hath frequently applyed to the said Seagapah Comrah Collattee Collattee and amboo Collattee for discharge of the said Debt but hither to without Effect To the End therefore that the said Seagapah Comrah Collattee, Collattee and amboo Collattee may upon their respective Corporall Oaths true and perfect answer make to all and every the matters aforesd and be decreed to pay your orator the said Sum of five hundred Twenty Six pagodas three fanams and Sixty Cash with Interest from the Date of the said note and that your orator may have Such further and other Relief in the ppPpss as Shall be agreeable to Equity and good Conscience

Wm Sermon
Atty for the Compt

Mayors Court of
madraspatnam

Friday the 1st day of December in
no Domini 1738 Between Veera-
-ville Adeapa Narrain of Fort

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the time limitted by the Charter make it appear that it is paid each time since the Commencement of that suit and also setting forth that the time limitted by the Charter making such proffer was long since expired and that neither the s.d Roger Wheatley or any person from him had appeared for that purpose and therefore praying that he might be at Liberty to retain the said Sum as part of his Testators Estate and that and that the Bond executed by him & his s.d Testator might be delivered up to be cancelled this Court of the South of the allegations in the said petition doth think fitt to order and decree and doth accordingly order and decree that the said John Stratton be at Liberty to retain the said Sum of 60.32 as part of the Estate of his said Testator without being further accountable to the said Roger Wheatley for that Sum and that the Bond entered into by them & him Testator as aforesaid be delivered up & cancelled

Mayors Court of Madraspatnam } Saturday the 21th day of March anno Domini 1732 Between Samuel Hyde of Fort S.t George merchant Complainant and Roger Wheatley Defendant

upon Reading the Plaintiffs Petition It is this day ordered that the Sum of Seventy three Pagodas Sequestred out of the Defend.ts Estate at the Suite of the Plaintiff and now Remaining in the Cash of this Court be paid to the Plaintiff on his giving Security to Repond the Sum of Sixty Pagodas and thirty two Fanams being the Debt due to the Plaintiff from the Defendant in case the Defendant shall make it appear within the time limited by the Charter that he had discharged the said Debt since the Commencement of this Suit

p Cur.t

oct.r 25.th 1733

To the honoble the Mayors Court of Madraspatnam

Humbly complaining sheweth to this honoble Court your orator Holland Goddard of Fort S.t George merchant That John Topsell Commander of the Dromond Cutter now being and residing in Madras did borrow and receive of and from your orator the Sum of Six hundred Seventy Six Pag.s nine =

Dr

Mr Roger Wheatley

To Black and red Velvett 21 yds @ 3 P				63
To red Camblett				9.33
To ten patch Moorees				95
To 2 patch Do				20
To Salampores				6
To 2 pc fine Bettelles				22 21
To 1 pc Moorees				6
To 1 pc Gingham				8
To ½ pc Sadwasoy				7
To 2 pr Stockings				7
To Cash paid Shoomaker				2
To Do	Mrs Horden			8
To Do	the Taylor			31
To Do	Mr Gascoign			19 18.
To 2 pc Chints				8
To 2 pr Garlees				3
To 5 yds red Cloth				22 18
To Cash paid Watchmaker				1
To Do	Pagaman			1
To 7 patch moores				63
To Setting a Diamond Ring				3
To Taylor Bill				7
To Cents	No 1	21 pc	@ 10 p c	2 10
To Do	2	89	7	623
To Do	3	90	6	540
			Pagodas	1822 21

Errors Excepted
per Samuel Hyde

Surat Factory
Jan 23 1732 John Hammond

By ½ Seag Batavia Arrack 98.19.
By ¼ Seag Do 63. 15 3/4 @ 95 p Ct P 1230 9
By Sugar & Canisters gross 1150. Tare 128 nett 1022
@ 12½ pr Canister 2520
By Cash paid 505 32
1761 25
By Ballance remaining 60 32

Pagodas 1822 21

Aug 3d 1738

To the honoble the Mayors Court
of Madraspatnam

Humbly complaining sheweth to this honoble Court your Orators ponah Vin=
=dee and China maureapa of Fort St George merchants that your orators
did advance and lend to Videnada and Chinaa merchants now being and
residing in Madras the Sum of Two hundred and Forty pagodas for seeming
the repayment where of they said Videnada and china did make and give
to your orators one Perjan note under their Hands and Seals bearing Date
the first day of July 1732. thereby promising to repay the said Sum of Two
hundred and forty Pagodas with Interest after the rate of nine p Cent p ann
on or before the last day of January when next ensueing or so soon as the
Pegue Ships should arrive as by Translate of the said note ready to be produced
as this honoble Court shall direct will appear and your orators shews that
they have frequently demand payment of the principall and Interest due
on the said note but now so it is may it please this honoble Court that the said
Videnada and chinaa refuse to Satisfy their said Engagement to your orators
To the end therefore that the said Videnada and chinaa may upon their
Several and respective Corporall Oaths true and perfect answer make
to all and every the matters aforesaid and be decreed to pay your orators
the said sum of two hundred and Forty pagodas with Interest from the
Date of the said note and that your orators may have such further and
other Relief in the premisses as shall be agreeable to Equity and good
Conscience

Wm Jermin
att. for the Complt

Mayors Court
of Madraspatnam

Fryday the 5th day of October anno
Domini 1733 Between Pesdee Woodw=
=dee and Chinnee Maureapah of Fort
St George Merchants Complainants
and Videnada & Chinnee of the
same place merchants Defendants

Upon Reading the Plaintiffs Petition and also Translate of a note under
the hands of the Defendants Dated the 3d day of July 1732 and the
Defendants

Jacob Son of Calcutta Merchant that Thomas Harnett late of Same place Mer-
chant deceased did take up and receive of and from your Orator the Sum of
Eight Thousand Rupees Current of Calcutta to run at Respondentia on the Ship
Bedford William Wells master from the Port of Calcutta to the port of London &
back again to Madrass at and for the rate or premium of Eighteen p Cent and
for securing the repayment of the said sum of Eight Thousand Rupees with the
Respondentia to goss due thereon he the said Thomas Harnett did by one bond
or obligation under his Hand and Seal bearing Date the first day of December
1759 become bound to your Orator in the penal Sum of Sixteen Thousand Rupees
with Condition there under written for making void the same on payment of
the Sum of nine Thousand four hundred and Forty Rupees being the principal &
Respondentia of the said Bond twenty one days after the safe arrival of the
said Ship Bedford in Madrass as by the said Bond or obligation and condition
relation being there unto had will more fully appear and your Orator shews
that during the prosecution of the said voyage and before the return to the
port of the said Ship Bedford the said Thomas Harnett departed this life
upon whose Death the said William Wells and John Stephenson now residing
in Madrass possessed them selves of all and every the Estate and
Effects of the said Thomas Harnett to a very considerable amount much
more than sufficient to discharge the Debt due to your Orator and your
Shews that the said Ship Bedford arrived safe in this Road of Madrass
whereby the said sum of nine Thousand four hundred and Forty Rupees
became due and payable to your Orator according to the Condition of the
before mind Bond and your Orator well hoped to have received the same
But now so it is may it please this Honble Court that the said John
Stephenson and William Wells refuse to discharge the Debt due to your
Orator from the said Thomas Harnett tho frequently applied to for that
purpose To the End therefore that the said John Stephenson and William
Wells may upon their respective Corporeal Oaths true and perfect answer
make to all and every the matters aforesaid as fully as if the same
were here again repeated and interrogated and particularly that they the
said John Stephenson and William Wells may set forth whether they
or one of them have not in their or one of their Hands effects of the said
Thomas Harnett sufficient to discharge the Debt due from him to your
Orator and whether the name Thomas Harnett set and subscribed to the
Bond

were appointed Trustees of the said Richard Carters Estate as first in the
Creditors have some time since preferred their Bill in this Honble Court against
your Petitioner for recovery of the said Sum of Seven hundred & twenty Pounds
whereto your Petitioner put in his answer and upon hearing the said Cause
this Court were pleased to Decree that your Petitioner should give Security
till such time as advices could be had from Mr Carter touching the Pre-
mises — That in obedience to the said Decree your Petitioner did give
Security and ye said Conveyance execute to the said Richard Carter who
was then Resident at Pegue / Requesting him to give this Honble Court an
account on what Consideration the said Bond was executed by your
Petitioner and particularly whether it was not in Consideration of the
the said Richard Carters Concerning your Petitioner in the Stock of the said
Ship Winchelsea and no other but the said Richard Carter Refused to
answer such Letter which your Petitioner apprehends to be a strong Proof
of the Truth of his Assertions — and thereupon your Petitioner applyd to
this Honble Court for a Commission to examine the said Richard Carter on
Oath touching the same which was Granted and sent to Pegue — That
the said Richard Carter dying before the arrival of the said Commission in
Pegue your Petitioner is thereby deprivd of all Benefit which might
have accrued to him from the Evidence of the said Richard Carter — That
it being Referred to Mess.rs Thomas Weston and William Monson to Consider
whether the said Richard Carter could Concern your Petitioner in the Stock
of the said Ship Wargard Ann they the said Thomas Weston & William
Monson did by Award in writing under their hands and Seals bearing
Date the 16 Sept.r 1729 Award and determine that the said Richard
Carter had no Right or pretensions to Concern or Employ the Effects or
money of your Petitioner in the Ship or Stock of the said Company to
make and the Bond given by your Petitioner to the said Rich.d Carter
being in Consideration of the said Richard Carters Concerning your Pet.r
in the Stock of the Ship Winchelsea the Sum for which such Bond was
given and for no other Consideration whatever and the said Ship being
Sold by Order of the said Rich.d Carter and never proceeding her said
Intended Voyage your Petitioner apprehends the said Bond so Exec-
=ted by him to the said Richard Carter as aforesaid Consequently became
void and ought to have been immediately delivered up or Cancelled by
the

to prepare for Mocha who by the Same Conveyance Sent aponce to their attorneys at the Bay to dispose of the Ship Winthilsea and to Disquet his Stock on the Margaret Anno to mocha this Defendant doth over that he never borrowed or Recevd of or from the said Richard Carter the Sum of Seven hundred and twenty pagodas as Sett forth in the Bill of Complaint to this honourable Court but saith that at the Request of the said Richard Carter and in consideration of the said Richard Carter concerning him that Sum in the Winchelsea Stock he gave him the said Richard Carter a Respondentia Bond for the Amount of Seven hundred and Twenty pagodas on the Winthilsea and upon no other Consideration whatsoever and whereas the said Ship did not prosicute the voyage but was sold at Bengal by order of the said Richard Carter as afores said and Consequently no Consideration made this Defendant by the said Richard Carter in lieu of the said Bond wherefore Humbly Conceives that of Course it becomes Nule and said & therefore thought it not advisable for him to Come into the measures proposed by the plaintiff in giving the Security they Insisted on all which matters & things this Defendant is Ready to prove and maintain as this Honourable Court shall award and humbly prays to be hence Dismissed with his Reasonable Costs and charges in this behalf most wrongfully Sustained

George Torriano & John Saunders
Trustees to the Estate of Richard
Carter Deceased Complainants
Richard acton Defendant

To the Honble the mayors
Court at madraspatnam

The humble Petition of the Defendant
Sheweth

That in the year 1725 your Petitioner and Richard Carter Senr Deceased did Agree to Send the Ship Winchelsea on a Voyage to Muscat with a Stock of about forty five Thousand Rupees and that your Petitioner should go Supra Cargo of the said Ship and the said Richard Carter having purchased of Senr Rama Blue Cloth for the said Voyage to the Amount of one Thousand

never Received any Consideration for the Same to Support which he can not
bring no manner of Proof in the world but his own bare word were as Both
been so Ch he had not Received a Consideration for the Same he would doubtless
have Taken up the Bond & Cancelled it at his Return to this Place before he
went the Voyage on the Ship Margarett Ann your Orators being willing
to doe things in the most amicable manner did Propose to the said Mr Rich
acton that he should Lett the money which should be the Amount of the
Bond to Some Responsable man in this Place and make over to your
Orators the Interest Bond as A Security till Such time as A Discharge could
be had from Mr Richard Carter to Clear up his affair which your orators
doe not because they believe it apparent he had never Received any Consi
deration but because we are willing to give Credit to what Mr acton had
told them about the said affair tho all Appearances were against the
same but the said Mr acton having Refused to give Such Security or
any other but his own word for the Same it makes your Orators the more
Apt to believe the Bond is Justly Due or else he would never Refuse to Act
in so Reasonable A manner for the Pretence of the Difference of the mo
=drass and Bengall Interest alledged by him is Trivial all Because the Di
fference cannot be above 2 or 3 pCt on 700 Pagodas and is less than the Char
=ges this Suit will Amount to especially Considering that to Secure us Should
we take his Own word he would be Obliged to keep the money here and
therefore your Orators Humbly Pray this Hon.ble Court will Oblige the
said Mr Richard Acton either to deposite the Sum of Seven hundred &
Twenty Pags with the Interest Due thereon from the of 1725 in
the Cash of this Hon.ble Court for twelve months or Such other time more
or less as to this Hon.ble Court Shall think fitt to allow him wherein to
make apear how and in what manner he has discharged the Bond
or why he Should pay the Same or else that he may be obliged to give Some
other Sufficient Security determinable as above at some certain period of
time and in default of Such Proof that he may be obliged to pay the
Same your Orators therefore prays this Hon.ble Court that the Defendant
Richard Acton may Answer upon his Corporall Oath all the Matters here
Stated in Such manner as if they were Repeated and interrogated and
particularly may Answer Such Questions as your Orators may Chuse
he may more especially answer unto and Father Prays Generall Relief

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having made any Declaration of the Compleat Bisquit & Dimensions &c
of those Defts consequently the said Bond is not as yett become payable
and those Defendants say they have in their Hands belonging to the said
John Hunt the Sum of two hundred ninety eight pagodas thirty four
fanams and thirty Two Cash which sum these Defendants are ready
and willing to divide among the Severall Creditors of the said John Hunt
or to pay the same as this honoble Court shall direct and pray to be
dismissed with their reasonable costs in this behalf most wrongfully
sustained —

Wm Sermon
att[y] for the Defendants —

Nath[l] Turner & Thos Pitt
John Hunt ... Defts
} To the honorable the Mayors Court
of Madraspatnam —

The humble Petition of the Pltt

Sheweth

That your petitioners did lend to the Defts Severall Sums
of money at Rispondentia on the Brigantine Brunswicke & the said
Brigantine being returned to this port the Principal and Rispondentia
lent thereon by your petitioners became due and payable and the De-
fendant having deviated from his intended voyage and the Terms Stipula-
ted in the Bonds by him executed to your petitioners and having remitted
to his attornies messrs Abraham and Henry Salomons a Sum of money
with Intent as your petitioners apprehend to defraud them of their just
Dues your petitioners preferred their Bill in this honoble Court to obtain
a Satisfaction for their said Demands out of the money remitted to the said
Abraham & Henry Salomons —

That severall other Rispondentia Creditors of the Defts have
likewise preferred Bills in this Court against the said Abraham and Henry
Salomons for recovery of their Debts and your Pltrs conceiving that the
money so remitted by the Defts ought according to the Custom of India to be
divided equally amongst the Defendants Creditors and the said Abraham &
Henry Salomons being ready and willing to make a Dividend thereof in
order to save the Expences which must unavoidably attend a Multiplicity
of Suits —

having made any Declaration of the compleat Assignment & Transfer of
of those Defts consequently the said Bond is not as yett become payable
and these Defendants say they have in their Hands belonging to the said
John Hunt the Sum of two hundred ninety Eight pagodas thirty four
fanams and thirty Two Cash which sum these Defendants are ready
and willing to divide among the Severall Creditors of the said John Hunt
or to pay the same as this honble Court shall direct and pray to be
dismissed with their reasonable Costs in this behalf most wrongfully
Sustained —

Wm Sermon
att[y] for the Defendants —

Nath[l] Turner & others Pltfs
John Hunt — Deft[s]
} To the honble the Mayors Court
of Madraspatnam —

The humble Petition of the Pltfs

Sheweth

That your petitioners did lend to the Deft[s] Severall Sums
of money at Rosendenta on the Brigantine Brunswicke & the said
Brigantine being returned to this port the Principal and Rosendenta
Int thereon by your petitioners became due and payable and the De
fendant having deviated from his intended Voyage and the Terms Stipula-
ted in the Bonds by him executed to your petitioners and having remitted
to his attornies messrs Abraham and Henry Salomons a Sum of money
with Indent as your petitioners apprehend to defraud them of their just
Dues your petitioners preferred their Bill in this honoble Court to obtain
a Satisfaction for their said Demands out of the money remitted to the said
Abraham & Henry Salomons —

That severall other Rosendenta Creditors of the Deft[s] have
likewise preferred Bills in this Court against the said Abraham and Henry
Salomons for recovery of their Debts and your Petrs conceiving that the
money so remitted by the Deft[s] ought according to the Custom of India to be
divided equally amongst the Defendants Creditors and the said Abraham &
Henry Salomons being ready and willing to make a Dividend thereof in
order to save the Expences which must unnecessarily attend a Multiplicity
of Suits —

orator Sagapa chettee of Fort St George Merchant that John Hunt late
of the Same place Marriner Intending on a Voyage from this Port to Pegu
and back again to this port of Madraspatnam did raise up and receive of and from
your orator the Sum of three Hundred pagodas to Run at Respondentia on
the Briggantine Brunswick at and for the rate of Sixteen p Cent for the
said voyage for securing the repayment of which Sum with the respondentia
to grow due thereon he the said John Hunt did Signe Seale and Execute
to your Orator one Bond or obligation in the penalty of Six hundred Pags
Bearing date the Seventeenth day of may which was in the yeare of our
Lord 1732 with Condition these under written for making void the same
on payment of the sum of three Hundred and forty Eight pagodas being
the principal and Respondentia of the said bond at or before the Expiration
of Twenty one Days after the arrival of the Vessel where he has declared
the risk in this Road of Madraspatnam as by the said Bond or Obligation and
Condition relation being thereunto had may Appear and your Orator
Shews that the said John Hunt did remit to messrs Abraham and Henry
Solomons Merchants Residing in Madraspatnam and attorneys of him
the said John Hunt a Considerable Sum of money and did direct them
the said Abraham & Henry Solomons to pay your Orator the said principal
Sum of three Hundred pagodas with the Respondentia Amounting on the
whole to three Hundred and forty Eight pagodas as by Letter under the
Hand of the said John Hunt in the Custody of the said Abraham & Henry
Solomons or one of them will Appear and your Orator Shews that he hath
frequently demanded payment of the said Sum from the said Abraham
and Henry Solomons but they refuse to pay the Same to your Orator not
withstanding the positive Order given to them by the said John Hunt as
afore said to the End therefore that the said Abraham and Henry Solomons
may upon their Corporal Oath true and perfect Answer make to all and
Every the matters afore said as fully and particularly as if the Same were
here again repeated and Interrogated and be decreed to pay your Orator the
said Sum of three Hundred and forty Eight pagodas and that your Orator
may have such further and other relief in the premises as shall be agreable
to Equity and good Conscience.

Jos. Delisle
Att. for the Compl.

said Abdull Candore may upon his Corporall oath true and perfect answer make to all and every the matters aforesaid and be decreed to Deliver to your orator the Tinn purchased by him for your orator as aforesaid and also a just and true account Sales of the before mentioned Sloop and Goods and how and in what manner he invested the produce thereof and that the said Abdull Candore may decreed to pay your orator what may appear due to him on such account and that your orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience. To the end of the Bill

William Jermion
Att.y for the Compl.t

Nov.r the 9.th 1730

I Abdul Caudin Do hereby acknowledge to have Received of Vincatasa two and a half Viss of Silver for which I promised to purchase at Tinnavare Tinn and Load it on the same Ship I come my self and promised to Deliver the same as soon as I arrived here and for a due performance Bond on which he owes Vincatasa four Viss and forty Tuall of Silver I promise to purchase Tinn to that amount having Received the said Bond of Vincatasa and will Deliver such Tinn in the same manner as the former Bearing 1 Candy Murgay to be 21 Cotty

Witness
Veragen Chitty
Arnachelum

Seald Abdul Caudin

Bond wrote by Bauba Hugson

From Chinatombe a Sloop was bought for Abdul Caudin ... 130 -- --
From Vincatapatty opium was bought by Abdul Caudin
Vincatasa for 177 Pags ... 177 -- --
on which the profitts is any are to be Divided half & half
From Trivingalum was bought & Delivered to Abdul Caudin 2 Viss of 73 Pags 9
opium for ... 73 -- 9 280 -- 9
Witness Veragen — Ralph Winn[illegible] — Seald Abdul Caudin

him about Ten years and the Defendant about ten months

To the third Interrogatory this Deponent saith that
he has no Ways interested in the money now Sued for by the Complainant
nor is to Receive any part thereof in Case the Same be Recovered by him

To the fourth Interrogatory he saith he cannot
tell forth any matter or thing material for the Defendant in this Cause

Typpiah Bramany

Mayors Court
of Madrospatnam

Tuesday the 8th day of August anno
Domini 1733 between Pambeam
Vencatach of Fort St George Merchant
Compt & Nellah Chitte of the same
place merchant Defendant

This Cause coming this day to be heard and Debated before this Court
in the presence of the attornies on both sides on hearing the proofs taken in
this Cause read and what was alledged on either side and due consider-
tion this Court doth think fitt to order and decree and doth accordingly
order and decree that the Defendant do pay unto the Plt the sum of one
hundred and Fifteen Pagodas together with his Costs of Suit

Court of appeals in
Madrospatnam

vs

Nella Chetty of Fort St George
Merchant Appellt

Nov 13. 1733

Pauta Canien Vencatah of the said
place Broam Respt

This cause coming this 31st day of October 1733 to be heard and Debated in
presence of the attys on both sides of Inrending and duly considering the
purport of the Bill and answer &c papers exhibited in the Honble the may-
yors Court and the decree of the said Court This Court doth Seem fitt to
order & decree & doth accordingly order and decree that the decree of the
Honble Mayors Court in this cause do Stand confirmed and that the
appt do pay the Costs in both Courts

George Torriano
Ch Apple

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the Defendt Tendering himself ready and offered to give him a Bill on London and
Directed Pitchapah Chitty to pay the Complainant 175 Pagodas of the
Sixhundred which he owed him now the said but four hundred and he
will know he would not accept it with that Clause Then a Bill was Drawn
upon by Venatachelum Cancoply and Signed and Delivered by the Defen-
dant to which said Venatachelum Brother in Law Delivered the
Dependent one part of the Jewells and his Servant Tremalia the other
and this Deponent Doth not know of any being Delivered by the Compl.t
and more knoweth not

Mark of Vacha

Ragodas Aged Twenty eight Years or thereabout being produced
as a Witness on the Part of the Defendant Sworn and Examined Deposeth
as follows

To the first Interrogatory this Deponent saith that
he Doth know the Complainant and Knows him by the name in the Interrogatory
mentioned and he hath known him about Six months and that he knows
the Defendant and hath so known him about four years

To the Second Interrogatory this Deponent saith
that he knows nothing of Defendants Lending any Jewells to Cuddam
Venatachelum but that when the Defend.t Complainant and said Venat
Sachelum was Returning from Chillumpte towards Forts St. David this
Deponent was then in Company and when they Came to a Choultry Called
Pillah Choultry the Defendant and Cuddam Venatachelum Dined and
after Dinner was going to play at Chess at which time there Came a
Messenger in haste to the Defendant and told him his Brother in Law in
Madrass was Dead the Defendt was very much Concerned at the news
and Lamented very much the Company endeavoured to Comfort him and
at last persuaded him to be a little easy he then immediately ordered his Ser-
vants to get Ready for that he would that instant Attend for Madrass and
then Demanded Certain Jewells of Cuddam Venatachelum which he
said he lent him on this there happened very high words between them
which

afterward being Sworn and Examined Deposeth as follows —

To the first Interrogatory this Deponent saith that Pautarum Venkatasa the Complainant and Nillah Chitta the Defendant have been known to him about eleven months and not more

To the Second Interrogatory this Deponent Saith that he Does know Something of certain Jewells Sent by Nellah Chitta to Cuddam Venkatachelum in the Interrogatorys mentioned their Value was about four or five hundred Pagodas and that at a Choultry at Patcheepong near Fort St David this Deponent gave Nellah Chitta by Cuddam Venkatachelum order a p.r of Diamond ones p.r of Ruby & one p.r of pearl Earings and Gold Chains for the wife and Jemadar Servant to Cuddam Venkatachelum gave him By his Masters orders out of a box w.ch he brought from Arnaveltundavanchettum a Gold Chain and Jewell for the wife but this Deponent Did not See the Complainant Deliver the Defendant any Jewells but as they together with this Deponent and Some others was Setting at the aforesaid Choultry this Deponent heard the Defendant Say to Cuddam Venkatachelum that his Brother in Law was Dead and that he wanted one Duckly to go to Madrass and asked said Venkatachelum to go with him Venkatachelum answered that he Could not go under eight or ten days then the Defendant Demanded his Jewells which he had Sent him to which Cuddam Venkatachelum answered that he was indebted to the Complainant & how Should that be paid if he said Defendant went to Madrass the said Defendant Replyed that there was no business of his on which Cuddam Venkatachelum said that if he would not Consent to pay them he would not Deliver the Jewells the Defendant then asked Cuddam Venkatachelum what he meant by Such treatment if he had a mind to Save the Jewells from them they would and bid him not plague them any more about his Debts but Deliver the Jewells Cuddam Venkatachelum Still Refused him and bid him Complain where he pleased then Defendant answered that in Case he were inclined to it he Could not Satisfie them in Such a place as this but if he would come to Madrass

&c.

but the said Servant Soon after left them going only about two Coss for
pay the Complainant was a little Suprized at this and followed him to Ja-
dechurry and there Complained to the Choultry Dubash and Rangapilla
the Company Merch.ts there they Sent a message to the Defendant on the
affair and he Sent them for answer that he would Send one of his men to
the Complainant to areloore and that he need not then the least fear the
Payment of the Bill the Choultry Dubash & the aforesaid Rangapilla
put Confidence in what he said and perswaded the Complainant to Carry
the Bill for its acceptance and Directed him to go back to Pondichurry and
he would Send the Defendants man after him the Complainant accord-
ingly there and Staged two Days and finding no Servant come Returned to
Pondichurry and found the Defendant was gone without Leaving a Servant
as he had promised; the Complainant again applyed to Rangapilla and
the Choultry Dubash they ordered him to go to areloore and off the Bill
for acceptance and if he did not pay to go to Madrass &c. he accordingly
Did and being arrived at areloore Tendered the Bill to Pedrapa Chitte
he Read it and said he could not accept the Bill because it was mentioned
to pay the Complainant 115 Pag.s out of 600 which he said Pedrapa
Chitte was indebted to the Defendant whereas his Debt to the Defendant
was but four hundred and the accepting such a Bill might be of ill
Consequence to him the Complainant Came back again to Pondichurry
and procured Letters for Pedro Thomas and Sombe Chittee & Pamall
Moodeliars who Sent for the Defendant but he Refused to Comply
with any proposals so that the Complainant was forced to apply to the
Hon.ble Mayors Court

Tyyppiah Bramony

Interrogatories to be administred
to Witnesses to be produced Sworn and
Examined on the part and behalf of
Nellah chittee of Fort St. George Merch.t
in a certain Cause wherein pantacum
Venatachi is Compl.t & the said Nellah
Chittee Defend.t

Do you Remember of any Sucks that were given to Nellatt[illegible] Defendant by Pautacum Venkatasia Complainant if so set forth the same the time place and the conditions on which they were given unto the Defendant by the Complainant and also the value of aforesaid diamonds

3. Do you remember any thing of a Bill of Exchange heretofore given by the said Nella Chitty Defendant to Pautacum Venkatasia Complainant upon one Satchapah Chitty merchant of Arnatoor or upon what consideration or Terms the Same was given

4. Do you know or can set forth any other matter or thing in behalf of Pautacum Venkatasia Complainant in this Cause if you set forth the same as you know have heard or do believe with the reasons of your knowledge and belief

Mathias Coutts
att[y] for the Compl[t]

Between Pautacum Venkatasia Complainant
&
Pegiwella Chitte Defendant
on the Part of the Complainant

Depositions of Witnesses Taken on this Cause by and before the Examiner on this Court as follows

Sypprah Brammy aged 23 years or Upwards about being produced as a Witness on the Part of the Complainant was on the 2[d] July Sworn in Person at the Office of William Simon attorney for the Defendant by Charles Pears who left a note of the name Title and place of abode of the said Deponent and afterward being Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he Doth know the Complainant in this Cause and hath so known him for Two years and the Defendant he hath known about Ten months

To the Second Interrogatory this Deponent saith that the Complainant Creditted one Cuddaun Venkatachelum whom he was at Cottiramplo w[h] account Sum of money which he Cannot pay
Thou[d]

Should think proper and this Defendant saith that fearing the said Venca-
tachilum would make good this Threats or Some ill Consequence might
attend upon the Denial of Defendant did represent to the said Venkatachilum
that he had not so large a Sum then about him & therefore was unable to
comply with his Request when to the said Venkatachilum returned that tho
this Defendant had not money yett this Defendant might give Some Credit
to this Defendants Correspondent Patchapa Chitty at Arnialoor from whom
he the said Venkatachilum could receive the before mentioned Sum and pay
his Creditor therewith whion upon this Defend. endeared by the Reasons afore
said and to regain the possession of his this Defendants Jewells this Defend.
Did seemingly comply with the unjust Demand of the said Venkatachilum
and notwithstanding this Defendant was not any ways indebted to the
said Venkatachilum yett he did write a Letter or note to the said Patchapa
Chitty requesting him to pay to the said Venkatachilum the Sum of one
Hundred and fifteen Pagodas & did deliver the said note to the said Venk-
atachilum who on Receipt thereof Did deliver or cause the said Jewells to be
Delivered to this Defendant by his Brother in Law Rongapaw Saw
Soomolah and this Defendant saith that soon after the Receipt of his
Jewells he did go to Pondichery where he remained about the space of four
days and during this Defendants stay there the Compl. came to this
Defendant and did bring with him the Letter before given in by this
Deponent to the said Venkatachilum as aforesaid telling this Defendant
that the said Venkatachilum was indebted to him the Complainant & had
delivered the said Letter to him in Satisfaction of his Debt and therefore
the Compl. did demand of this Defend. to pay him the said Sum of one
Hundred and fifteen Pagodas which this Defendant refused telling the
Complainant that he this Defend. was not any ways indebted to him
neither was this Defendant accountable for any transactions which
might have passed between him and the said Venkatachilum nor would
this Defend. concern himself therewith but as this Defendant had given
the said note to the said Venkatachilum he might go to Patchapa Chitty and

on which the said Bill of Exchange was drawn unto ~~one~~ Both Parties were a
man of good credit therefore required your orator to accept of
the said Bill of Exchange but when your orator went to Demand payment
of the said Bill of Exchange from the said Patchapah Chitty to whom it was
for the said Patchapah Chitty pretended that the said nulla Chitty had
drawn upon him for Two hundred Pagodas more than the said Patcha-
pah Chitty owed unto the said nulla Chitty therefore refused to Comply
with the Demands of your orator upon which your orator returned to
Madrass & Demanded the money from the said nulla Chitty but hither-
to without effect notwithstanding he was advised then to by Severalls of
his Cast. To the end therefore that the said nulla Chitty may upon his Corporall
oath true direct and perfect answer make to all & Singular the premisses as
fully & effectually as if the same were here again repeated & interrogated &
that he may be decreed to pay unto your orator the amount of the s.d Bond
with the Interest which hath accrued thereon & that your orator may have
such further relief herein as may be agreeable to Equity may it please this
Hon.ble Court to Cause the s.d nulla Chitty to be summoned & required by the
Sheriff of Fort St George Town personally to be & appear in this Hon.ble Court
at a certain time and at a certain day & place to be therein unto prefixed & ap-
pointed & there to answer upon his Corporall oath all & Singular the premis-
ses & further him to stand to & abide by such order & decree therein as to this Hon.ble
Court shall seem meet.

Mathias Coutts
all.y for the Compl.ts

30 May 1733.

The answer of Nillah Chittee of Fort St George
Merchant Defendant to the Bill of Complaint of
Pauliacon Vencatash of Fort St George Merch.t
Complainant.

This Defendant Saving and reserving to himself now and at all times hereafter
after all and all manner of benefit and advantage of Exception to the Many
Errors uncertainties and Imperfections in the Complainants said Bill of
Complaint Contained for answer thereto or to so much thereof as this Defend.t

but can not Sett forth the Particulars more that he knows not the Cause
Discharged but heard that he had Deserted the Ship and that Requested
James Lander had Caught him and forced him on board that he knows not
what Method was taken to gett him again —

To the third Interrogatory this Deponent
Saith that he went on board the said Brigantine with Manuel Henriques Pinto
him down the River that on Day when they came near the place Known by
the Name of the Bowl of Punch the Complainant was Saying Something to
the Moguebasaab which Mr Lander observing bid the Complainant go Down
and did Rise from his Seat and endeavoured to persuade him to go Down —
Quietly but the Complainant instead of Complying took hold on Mr Lander
& their was a great Struggle between them till at last the Compt. getting Mr
Lander down the Hatch way on which when they was Locked Mr Lander
ordered the Complainant to be putt in the Stocks which was done Mr Lander
there sent this Deponent on Shoar to buy Some provisions when he Returned
the Complainant was Released and Dined with Mr Lander and more this —
Deponent Knoweth not

Simon + Rodrigues —

Mayor Court of
Madrasspatnam } Fryday the 27th day of July anno Domini
1733 Between William Keith of Fort St. George
Mariner Complainant and James Lander
of the Same place Mariner Defendant —

This Cause coming this day to be heard and Debated before this Court in the
Presence of the Attorneys on both sides on hearing the Proof taken in this Cause
Read. and what was alledged on either side and due Consideration thereon
This Court doth think fitt to order and Decree and doth Accordingly order
and Decree that the Defendant do allow the Complainant Wages after the
Rate of Twenty five Current Rupees of Bengall p Month from the time of the
Departure of the Brigantine Recovery from Pegue to the Arrivall of the said
Vessell in Wages deducting three out one Month and Ten days Wages at the Rate
aforesaid admitted by the Plaintiff to be due from him to the Defendant and that

Each

and make Over unto the Complainant their Heirs or Assigns
or Assignment before mentioned without any further Answer or Consideration
to this Defendant known This Defendant saith that the
said Land Tenements or Hereditaments Other Dealings and Transactions
touching the same mentioned in the Complainants Bill to be made as
This Defendant saith and in the Copy thereof on which several
Sums of Money hath been received and paid on each Order and
this Defendant saith that he has not Letters in his or his Servants
Possession the Copies of which Remain This Defendant saith that
he hath several Times Offered to come to an Account with the
Complainant thereupon but that the same hath yet been deferred
by reason of Sickness or other Impediments This Defendant further
saith that he is now ready to make up such Account with the
Complainant and to pay the same by the Honble Court or
before any Person or Persons Appointed for that purpose and to
receive or pay what shall appear to be due on the Ballance
of such Account and therefore this Defendant prays to be
hence dismissed with his reasonable Costs in this Suit most
unjustly Occasioned

Rumbold Addenbrooke

Pascal de Kleyser

application to Mr Burriman then Resident there and to the Secretary
Government to putt him again

To the third Interrogatory this Deponent
saith that there did happen a Dispute Between the Complainant and
Defendant Comeing Down the River which was on the following occation
The Noqueda Hasab was going after Some of Ships business and the
Complainant was Just then Comeing up from the Steerage and Seeing the
Noqueda Hasab Spoke to him in English in angry manner this Deponent
understood not what he said except the Word Book and believes he was thar
=ging him with Stealing that or Something else and Seemd to threaten him
but can not Say if he Struck him or not the Defendant observing this
Order the Complainant to make no Noise there but go Down the Compo.
Refused to obey and then the Defendant ordered the Sarang to putt him
Down when the Sarang came he Pushd him from him and Provoke the
Defendant Seeing this went up to him himself but the Complainant Still
Resisted and in the Scuffle the Defendant fell Down the Hatch way and
the Complainant upon him the officers Soon Parted them and the Defendant
ordered the Complainant to be putt in the Stocks which was Done he was
taken out again at night and putt in to the Stocks again in the Steerage
his Arms taken away and the Defendant Drew out a paper of all Passengers and
Desired the Chrnall people present to Sign it this Deponent Refused because she
Could not understand English but promised to write him on and Sign it which
this Deponent did do as unto on Board next day

To the fourth Interrogatory this Deponent
Saith he Knoweth of nothing enquired after therein for that he left the Vessell
at the mouth of the River

To the Fifth Interrogatory this Deponent
Saith that the Complainant Did one Day come and tell him that the Mayor
Called him this Deponent if it had been so Some person or Servant of his would
have come with him but that he See none the Complainant then said this
Deponent

offis that after the Defells arrival in Pegue he Desired the Defendt and Sent
w.th a Woman in the Woods ten or Twelve days that the Defendant ingaged him
Self to Mr Berriman then Resident there and Sent out people who took him

To the third Interrogatory this Deponent saith that Coming
ing Down the River of Pegue there did happen a Dispute between the Defen
Dant and Complainant which was in the following Manner — The negro
Dash Hasab was going aft about some Business the Complainant William
Heath was Just then Comming out of the Steerage and Seeing the negro
Hasab rash him in an angry manner Something about a Book and was
Going to beat him the Defendant Seeing this rose the Complainant how he
Dared Strike any of the People in that Vessell Since when he Required him to
do his own Duty he would not do it and ordered him to begone off the Deck
the Complainant Refused to go and Grumbled Something at the Defendant
who then called this Deponent and Ordered the Complainant to be turnd off the
Deck this Deponent endeavoured to persuade the Complainant to go Down
Quietly but instead of that he Struck this Deponent the Defendant Seeing
that did Rise from his Seat and Coming up to the Complainant Endeavoured
to force him Down the Hatch way but the Complainant overpowered him
and throwd the Defendant down and fell upon him the offices immediately
Seperated them and the Defendt Ordered the Complainant to be putt in the
Stocks where he Remaind the best part of that night and was then Released
the next day he Dined with the Defendant and they Seemd good Friends
the Defendant bid him take Some things of his office & do his Duty but he Refused it

To the fourth Interrogatory this Deponent saith that
During the said Vessells Passage from Pegue to Ningy the Defendant was so
farr from Refusing the Complainant to let him act in his office that he often
ask'd him to Do it but to no purpose and this Deponent knows no other Cause
why he Did not act then Complainants own will and further saith that Some
Days after the Vessells arrivall at Ningy the Complainant being Sworn
made his Complaint there against the Defendant to the Fiscal and the Country
Government and Came on board again but ancon when he left his Cloaths

of Pinto Lamont is the hand writing of the said Pinto Lamont as this Deponent will knows by having had a long acquaintance with him while on this Coast and Receiving Letters yearly from him since his Residing at Mergy

Jr. Thomas Cap. Miss. Apo

Interrogatories to be Administred to Witnesses to be produced Sworn and Examined on the part and behalf of James Sanders of Fort St. George Merchant in a Certain Cause wherein William Keath is Compl.t and the said James Sanders Defendant

Impris Do you know the parties Compl.t & Deft or either of them and how long have you known them or either of them & where

2. Item was the Compl.t at any time & how long since entertained by the Defend.t as his Chief Mate to proceed on a Voyage in the Brigantine Recovery the Deft being then Master from the port of Calcutta in Bengall to Acheen and other ports Did the Deft at any time after his arrival at Acheen Discharge the Compl.t from his Service or did the Compl.t Clandestinely fly from and leave the same and how and by what means was he taken as you know or believe

3 Item Did any Differences or Disputes arise between the Compl.t and the Defendant in and upon the said Vessell in her passage down the River of Segue If yea on what occasion did such Difference or Dispute arise was any and what Punishment inflicted by the Defend.t on the Compl.t in consequence thereof and what Treatment or Usage did the Compl.t receive from the Defendant while he remained on Board the said Vessell after such Disputes were accomodated Sett forth what you know touching the Matters enquired of in this Interrogatory fully fully and Distinctly according to the best of your Knowledge Remembrance & Belief

4 Item Did the Deft at any time during the prosecution of the Voyage from

In retaking the Replicant after he had fled from the said Vessell in Pegue This Defendt saith he admits he did pay the Replicant the Sum of Ninety Eight Rupees and one Quarter on the following Accounts - This Replicant having Obtained a Judgment in the Honorable the Mayors Court at Bengall for the aforesaid Sum against one Captain Currie and the said Capt Currie Dying before Payment thereof did by his Will Nominate This Defendant and one Francis Vanes his Executors and this Defendant saith that on his Arrival here the Replicant came to this Defts and did demand from him the said Sum as Executor of the said Capt Currie When this Defendant did assure the Replicant that he had already paid the same to the Repltts Attorney in Bengall and taken a receipt from him for it But the Replicant frequently Importuning this Defendant and representing the Necessity he was then in for Money and offering to give this Defendant an order on his the Replicants Attorney to receive the said Sum from him - This Defendant did Accordingly and pay to the Replicant the said Sum of Ninety Eight Rupees without Deducting the Sum he was so Justly Indebted to this Defendant as before mentioned And this Defendant further saith that this Defendants Answer is Certain true and Sufficient in the Law to be Replyed unto And he also saith as in and by his said Answer he hath already said and doth and will aver and Maintain all and every thing and things therein to be true and Certain in Such Manner and forme as they and Every of them are therein Alledged and Expressed

Wm Jermin Attt for
the Defendant

Defendants not Permitting the Repliant to go ashore
for a few days for the Benefit of his health notwith-
standing the Repliant Did offer as a Security for his
Return to the said Ship Effects Amoting to About One
Thousand Rupees
Fifthly the Defendant not allowing the Repliant to
be Concerned with the Navigation of the said Vessell as
the Passage from Surat to Mergy and Threatning the
Repliant with his former Lodgings the Stocks together
with the thoughts of the Barbarous treatment the Repliant
had received from the Defendant were the Reasons which
Induced the Repliant to lay hold of the first Opportunity
of Releasing himself from Imprisonment choosing
Liberty before Confinement And about the first of August
One Thousand Seven Hundred and Thirty two the Repliant
left the Defendant in Mergy and from that time never
saw the Defendant before the Beginning of April last
when the Repliant Entreated and besought the Defend.t
in a friendly Manner to come and Settle Accompts w.th
Him And Sometime after the Defendant came unto the
Repliant and prayed him the Sum of Ninety Eight Rupees
and one fourth so that if the Repliant had been indebted
to the Defendant as is alledged and Set forth by him in his
Answer sure the Defendant never would have prayed unto
the Repliant the said Sum of Ninety Eight Rupees and
One fourth But the Repliant humbly thinks and Insists
that the Defendant is Legally and Justly indebted unto him
the Sum of Four Hundred Rupees from the time he was
Shipped until he got into other Employ by Reason of the
Defendants forcing the Repliant on Board after having
discharged him This Repliant saving to himself all
Advantages of Exception to the Uncertainties Untruths
and Insufficiencies of the Defendants Answer for Repl.

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These Assertions This Defendant begs Leave to lay before this Honourable Court the Necessity he was under of Inflicting Punishment on the Replicant to prevent the Ill Consequences might have attended a Crime like his being passed by with impunity This Defendant saith that the Replicant having fled from his Duty on Board the said Vessell and being afterwards retaken as is particularly Mentioned in this Defendants Answer this Defendant was preparing to leave Pegue and this Defendant saith that as he was weighing Anchor or Coming too in his passage down the River which this Defendant cannot positively Remember the Replicant came from between Decks & (He refusing to act in his Station as Chief Mate) And Demanded Satisfaction for Sundry things by him pretended to be Lost Whereupon this Defendant did represent to the Replicant that the People were then in a Hurry but so soon as the Vessell was under way or brought too Strict Enquiry should be made concerning his Demands and to receive Reparation for his Loss in Case he had sustained any The Replicant dissatisfied with this Answer insisted that the Care of the Vessell should be Omitted and immediate Satisfaction given him which Demand being so inconsistant this Defendant did order him to repair immediately to his Cabin And the Replicant refusing to obey such Order this Defendant did endeavour to oblige him to a Compliance Lest his Disobedience should induce others to act in like manner and thereby a Mutiny Ensue upon the Replicant knocked down this Defendant Whereupon this Defendant did order the Replicant to be Seized and put into the Stocks to prevent his doing further Mischief & to this Defendant refers the Replicant remained for the Space of Twenty four Hours or thereabouts When this Defendant released the Replicant and Notwithstanding such his &

the Repliant did go on Board the said Vessell and Came with the said James Sanders Defendant as his Estimate to y^e Port of Syrian in Segue But denys that Sometime after his Arrival at the aforesaid Port of Syrian that the Repl^t came on Shore and neglected his Duty on Board as is Alledged and set forth in the Defendants Answer

Secondly This Repliant admits that about 3 Weeks after the Arrival of the aforesaid Vessells at the aforesaid Port of Syrian he the Defendant did send a Boat loaded with Rice to the Repliant then on Board with orders to Ship the Same and to send unto him the Defendant then on Shore the Sum of two Hundred Rupees which Sum this Repliant not Caring to hurst with a Black Fellow brought it on Shore himself and gave the said two Hundred Rupees unto the Defendant and informed the Defendant that he would not take on Board the aforesd Boat Load of Rice untill the Pumps were sent on Shore Mending And this Repliant being ordered by the Defendt to go and Enquire whether the said Pumps were mended he the Repliant went in Pursuance to Such order of the Defendants and waited a Considerable time Expecting the Coming of the said Boat to carry the Repliant on Board with the said Pumps But being informed that the Defendt had ordered the said Boat ~~on~~ Board unknown to this Repl^t the Repliant hired a Boat and went on Board Where the Repliant found Written orders to the Second Mate Commanding him to take the Rice on Board at any rate with Language against the Repliant very Indecent and unbecoming a Man in his Station which for Decencies sake the Repl^t Omits to Repeat But said Transactions of the Defendants gave the Repliant so much Uneasiness that the Repl^t after having taken on Board the said Rice and Given Proper Receipts for the same the Repliant came on

the Repliant did go on Board the said Vessell and proceed
with the said James Lauder Defendant as his Bo[illegible] to
to y[e] Port of Syrian in Segue But denys that Sometime after
his Arrival at the aforesaid Port of Syrian that the Repl[t]
came on Shore and neglected his Duty on Board as is
Alledged and set forth in the Defendants Answer
SECONDLY This Repliant admits that about 3 Weeks
after the Arrival of the aforesaid Vessells at the aforesaid
Port of Syrian he the Defendant did send a Boat loaded
with Rice to the Repliant then on Board with orders
to Ship the Same and to send unto him the Defendant
then on Shore the Sum[m] of two Hundred Rupees which
Sum[m] this Repliant not Caring to trust with a Black
Fellow brought it on Shore himself and gave the said two
Hundred Rupees unto the Defendant and informed the
Defendant that he would not take on Board the aforesd
Boat Lode of Rice untill the Pumps were sent on Shore
Mending And this Repliant being ordered by the Defend[t]
to go and Enquire whether the said Pumps were mended
he the Repliant went in Pursuance to Such order of the
Defendants and waited a Considerable time Expecting the
Coming of the said Boat to carry the Repliant on Board
with the said Pumps But being informed that the Defend[t]
had ordered the said Boat on Board unknown to this Repl[t]
the Repliant hired a Boat and went on Board Where the
Repliant found Written orders to the Second Mate Comanding
him to take the Rice on Board at any rate with Language
Against the Repliant very Indecent and unbecoming a
Man in his Station which for Decency sake the Repl[t]
Omits to Repeat But said Transactions of the Defendants
gave the Repliant Somuch Uneasiness that the Repl[t]
After having taken on Board the said Rice and Given
Proper Receipts for the same the Repliant came on

Shore

Cause his Chest and Wearing Apparell to be sent on shore
and immediately left the said Vessell Contrary to his Duty &
the Engagement entered into with the Defendant at the time
he entertained the Complainant as his Shipmate as afores.
And this Defendant saith that some few Days after this
Defendant did by Accident again meet the Complainant &
request of him to repair to his Duty on Board the said
Vessell the Complainant being then indebted to this Defdt
One Month and ten days Wages on Account the Imprest
received by the Complainant from this Defendant in Bengal
as before mentioned But the Complainant absolutely
Refused to Comply with such Request Whereupon this
Defendant being informed that the Complainant had
Absconded did apply to the then Resident at Syriam for
his Assistance to Oblige the Complainant to return to
his Duty on Board the said Vessell and upon such Appli-
cation the said Resident in Conjunction with the Officers
of y^e Government in Syriam did after some search find
the Complainant and did bring and Deliver him to this
Defendant who Carried the Complainant on Board the
said Brigantine to proceed the Voyage with this Defendant
But the Complainant did then tell this Defendant that the
Defendant might send him the Complainant on Board
if he thought fit but that this Defendant might depend he
would not act or anyways Concern himself with the
Navigation of y^e said Vessell During the Remainder of this
Voyage which promise was punctually kept by the Compt
And this Defendant saith that having finished Business
in Syriam this Defendant did Repair on Board the said
Vessell and did Leave the said Port of Syriam in order to prose-
cute his Voyage But meeting with Contrary Winds was obliged
to Winter at Mergy Where the Complainant did again in a
Secret and Clandestine Manner Leave the said Vessell

this Honourable Court to Cause the said Service to be Summoned and regularly Served by the Sheriff of Fort St. George Town of Madraspatnam and Districts thereof Personally to be and Appear before this Honourable Court at a Certain Day and place to be therein prefixed and Appointed them and there to Answer upon his Corporall Oath all and Singular the Premisses and further to stand abide by Such Order and Decree thereon as to this Honble Court shall seem meet.

Matthias Coutts Atty for Compt

Samuel Parkes
Mayor

Dated 8th May 1738.

Exam mes
Samuel Parkes
Mayor

The Answer of James Lauder of Fort St. George Mariner Defendant to the Bill of Complaint of William Heath of the same place Mariner Complainant.

This Defendant saving and reserving to himself now & at all times hereafter all and all manner of Benefit & Advantage of Exception to the Errors uncertainties insufficiencies and Imperfections in the Complainants said Bill of Compliant contained for Answer thereunto or unto so much thereof as this Defendant is Advised materially Concerns him to make Answer unto He Answereth and saith that on or About the Tenth day of January which was in the Year of our Lord 1731. This Defendant being Master of the Brigantine Recovery and bound on a Voyage from the Port of Calcutta in Bengall to the Port of Syriam in the Kingdom of Pegu and there all other Ports This Defendant did enter into the Complainants Service as his Chief Mate for his then intended Voyage

This Honourable Court to Cause the said Summons to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and Districts thereof personally to be and Appear before this Honourable Court at a Certain Day and place to be thereunt prefixed and Appointed then and there to Answer upon his Corporal Oath all and Singular the Premisses And further to and Abide by such Order and Decree thereon as to this Honble Court shall seem meet.

Mathias Coutts Atty for y Compt

Samuel Parkes
Mayor

Dated 8th May 1738.

Coram me
Samuel Parkes
Mayor

The Answer of James Lauder of Fort St George Marriner Defendant to the Bill of Complaint of William Peake of the same place Mariner Complainant

This Defendant saving and reserving to himself [illegible] at all time hereafter all and all manner of Benefit & Advantage of Exception to the Errors uncertainties and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto unto so much thereof as this Defendant is Advised materially Concerns him to make Answer unto He Answereth and saith that on or About the Tenth day of January which was in the Year of our Lord 1731. This Defendant being Master of the Brigantine Recovery and bound on a Voyage from the Port of Calcutta in Bengall to the Port of Syriam in the Kingdom of Pegu and coming to Anchor [illegible] This Defendant did Entertain the Complainant on Board [illegible] Voyage

Decree that the Compltts Bill do stand Dismissed out of
This Court & that the Compltts do pay the Costs of this Suite
of Cur.

To the Honble the Mayors Court
of Madrasapatnam

The Humble Petition of John Irving and Ann his
Wife, John Stratton and Mary his Wife George Bright and
Phillis Bright which said Ann Irving, Mary Stratton,
George Bright and Phillis Bright are the Son and Daughters
of Sarah Conse Deceased Relict and Administratrix of Simon
Conse her late Husband also Deceased

Sheweth

That the said Simon Conse Dying Intestate Admon
of all and Singular the Goods and Chattells Rights & Credits
of the said Intestate was granted to the said Sarah Conse
his Widow by the Late Worshipfull the Mayors Court who
Sometime after did pay into the Cash of the said Court the Sum
of Six Hundred and Nine Pagodas Twenty Nine Fanams
and Ten Cash being two thirds of the Nett produce of the
Intestate Estate The said Court being of Opinion that the said
Sarah Conse was intitled to no more than One Third of the
said Estate The Your Petitioners Apprehend and Insist that
the said Sarah Conse was Intitled to one Half thereof by
the Statute of Distributions the said Simon Conse dying
without Issue there to Remain untill a Demand should
be made thereof by the Next of Kin of the said Simon
Conse

That in or about the Month of April 1748 the said
Sum of Six Hundred and Nine Pagodas Twenty Nine
Fanams and ten Cash was paid out of the Cash of this
Honourable Court to Messrs Nicholas Morse and Charles
Pears Merchants

That

80

Deposition of Dowsey taken before Samuel Parkes
Esqr Mayor This 16th March 1732/3

This Deponent Saith that he
knows th Nothing of the Coral said to be Lost in Governr
Hastings time more than that there was Various
Report and Reflections on Several People about it &
that he Among the Rest heard of it as News of the Town
in Several Places Streets and Shoppes and the like and
More Saith not

Sworn &c me 30 March 1733 Dowsey
Samuel Parkes Mayor

From Chenavah to Elishapella

I am this 21 March
well in health I have read the Letter you sent by
Chedcumbrum Nundavum and Observed the Contents
The 14 of this Month Nawm Veeraty Putty came to
Conjaveram and Stayed there two days and then he was
sent for by the Mayor and Master and that they Shut
Gave him a Cowl and spake many Other proud Words
at last he said Sumadrue was imprisoned Account of
y Coral and that they had sent for him to Enquire About
it That he knew the Affair and Also that I knew it And
Upon that Account he had brought me a Letter from
Master I would not take the Cadjan because I said I knew
Nothing of it and had no Occasion to read it and Shewed
him no Countenance in the Affair I sent him Away
I know Neither Good nor bad of this Business What have
I to Speak of it This fellow Veeraty Putty goes up and
down the Country is hated by Every Body and ready to
do false Writings and wants me to do the Same And has
a Mind to be the Ruin of my Family And Desired me
to give him a Letter to that Purpose but I Refused him

84.

Willm Kissna by passing an Agreement to the determination of this Deponent & Chinnavapa Chitty on which this Deponent and said Chinnavapa Chitty did give an Onan but the said Agreement was to Allow Kissná what shou We pleased of all that he had got in Governour Hastings Service Either by brokerage or Cheating or Anyway elseWind Sumadrue also Satisfid Mr Fleetwood and Engagid him not to Speak Anymore nor produce any Witness About the said Lost Chest of Coral & This Deponent further saith that Sometime after Setling with Sumadrue on Mr Benyons Pyall Sumadrue told this Deponent that if no more Was said of this Coral Affair it was well but if there was Every body Shoude be Mentioned that had Received Ap Share of it & more This Deponent Knoweth not.

Jur cor me 9. March 1732/3 Paum Veneatypetty

Samuel Parkes Mayor

Deposition of Enchapah Comecoply to Govr Hastings taken and Sworn before Samuel Parkes Esq Mayor of Madrafspatnam this 9th March 1732/3

This Deponent Saith that Relating to the Coral said to be Left in Govr Hastings time & which Paum Veneatty petty Saith he this Deponent is Something Acquainted With / Knoweth Nothing Save About that time there was Various Reports and Reflections Cast on Several People in which this Deponent heard in Common with Other People in the Streets and Bazzars That its true he doth remember Sumadrue & Mark Kissna soon After Mr Hastings Death had a Dispute About their Accounts but to what Amount or on what particular Articles this Deponent Knoweth not & further this Deponent Saith that he knoweth the Difference was referred to Paum Veneatty Pettee & Chinnavapa Chitty Decided but knoweth the Sum Never was Declared

And he Says that he Ever saw it or knew any
Thing of it Upon which According to the Honourable
Court of Directors Order We had him take his Oath
in the Pagoda before the Priest & Sanapin Brammony
Sworn Interpreter the said Oath We now lay before your
Honour &c in English & Malabars Signed by Sumia
Dore and Witnessed by Pupah Brammony & Sinjonah
Priest to the Pagoda

The Coolies which belonged to this Sea
Gate at the time this Chest of Coral was Landed are all
Dead & We cannot find any of Mr. Bernals Servants
to Examine

We search'd all Mr. Bernals Books and
Papers in the Town Hall for the Bill of Lading but
could not find it nor any Mention of this Chest of Coral
in Mr. Bernals Books A true Copy

George Torriano
Secy

Copy of the Translation Sumadrus Oath

I Sadane Conicopilly do Francis
Hastings Esqr. Whereas Gov.r of Fort St. George do
Declare Upon Oath before my God that I never saw
the Chest of Coral Mark F A E Nr. 1 which came from
England in Ship Mermaid Anno 1720. And further I do
Declare that to this I never heard of any Bodys
having Received the said Chest of Coral in Part or in
Whole And that I Know Nothing of the said Chest of
Coral Directly or Indirectly In Witness whereof I
Have Sworn by my God and Sign my Name
in Triplicane Pagoda this 29 December 1720

A True Copy
George Torriano
Secy

80.

Copy of part of a Consultation
held in Fort St George 20th 1726

The Honble Court of Directors having in their Last received Letter ordered that we make the strictest Enquiry about a Chest of Coral which Capt Richard Holden brought out upon the Mary in the Year 1721 to this Port and Hee obliged to pay for it.

Ordered that Messrs Turner Emmerson and Hubbard do make the Strictest Enquiry possible Into that Affair and Use their Utmost Endeavours to come at the Knowledge what became of the said Chest of Coral. And to Encourage the people to Make discoveries & give Information That a Note be Affixed on the Sea Gate and other Gates of the Town promising a Reward of Three Hundred Pagodas to Such Person or Persons as shall bring in Sufficient Information for the discovery of the Concealers of the said Coral.

A true Copy
George Torriano
Sec.y

Joe Mr Parkes May 2
of Madraſs

I Nersia Declare that if Shemadrue took the Coral and Sold it or any thing Else I never knew Nor do I know any thing of it Governour Elwicks time Mark Thuna Paum Vencattypatty and Mr Flutwood and others Used to talk so And as the Rest of the Town heard it so did I but that he took the Coral I did not see nor know it not Witness my hand

Witness Chingundu Anah
Somajee Anaviah

Nersiah

Coralin Company ... Dr. Per Contra Cr.

To 2 Chests of Coral 60 ℔ of Francis Hastings
№ Eng.h Viz.t № 2. 1 Chest 9.h 41 Punchoons 7/7.
2407 3/4 @ 4 1/16 P Scan ... 1300.32.53

IND № 1 Chest 9.h Viz.t Canes
Cruzados 3 Punchoons 783 1/2 @ 7/8d. Cay.14
Ditto ... 9 D.o ... 1272 @ 10 1/2 1434.—
12 Punchoons Canes 2035 1/2 Pagodas 2093.14.—
Pag.s 3394.10.05
To 1/4 Mar Kisna's 1/2 of Ryston 9.h Isle of Cruz.s ... 258.23.32
Pagodas 3653. 3. 18

By Greedar Ramjee Sold Sec.a Pearsons Viz.t
By Greedar Ramjee
Hauri Mandapa
Tombo ...
Sheva Shankara
IND № 1 Chest 9.h 3 Cruzad.s ... Viz.t
784 0/2 @ 8 3/8 Pd.s 7.31.12.40
D.o 1273 1/2 @ 11 3/4 1066.22.15.
12 Punch.s 9.h 2057 1/2 Pagodas 2101.35.—

By Greedar Ramjee Sold Sec.a Canara Viz.t
№ 1. 2. 1 Chest mes.d Canes Viz.t
By Sheeaula Marich 9.h Con. 7.7 70 1/2 @ 6 P.d 47.—
1 D.o ... 78 1/2 @ 5 3/4 6.32
2 D.o ... 35 1/2 ... 5 1/2 52.9.—
20 D.o ... 1319 1/2 4 1/2 714.25.20
By Pegue Mutapa ... 12 D.o ... 378 1/2 2 1/2 376.29.—
By Mutta Iroha ... 8 D.o ... 291 1/2 8 1/2 232.21.—
41 Punch.s 2197 1/2 Pagodas 3497.29.50
Pag.s 3491.31.30
Deduct Greedar's 1/2 P.C Kumanna 1/2 per Contra 258.23.32
Pagodas ... 3653.31.18

Memorandum—

For what Mar Kisna received of Greedan Ramjee Ready Money ... 1915.15
For what Subnadore Received of D.o by Mar Kisna's Order for the Discompt of this Debt 3737.21.18
Pagodas 3653.3.18

A True Copy
George Torriano
Sec.y

Another to Mata Jeapa for 252:31- which are the Exactions that is charged with having sold to these people & amounts to 2666:33 — after which was produced an Account Sales of Coral deliver'd by Mr. Draper before his departure to the President &c Mr. Benyon amounting to Pag.s 36584:29:40. wherein are particularly express'd the two articles charg'd in the Debtor side of the said Acco.t Coral in Co.s the former Sum being 1300: 32:65. is included in an Article of 2682:3:40. paid in Mr. Hastings's Journal to the Credit of Mr. Jacob Fernandez Nunes, the Other is produce of a Chest of Coral belonging to Mr. Jacob Mendez Delosta and Amounts to Pag.s 2063:14 —

And Further to prove that the said Coral was so Sold by Mar Kisna of Mr. Hastings & that the Entry in Mr. Hastings Cash Book was Justly Charged to Mar Kistnas Account, Sumadrue Delivers in Copy of Another Account Curr.t wherein he Debts the said Mar Kistna for the Cost of Several things which he has Accounted for with Mr. Draper who kept the Late Presidents Books and wherein the Above two Articles of Pagodas 1300:32:65 & Pag.s 2098:14 — Are Included and gives him Credit for 4425 — which Mr. Draper had passed to the Credit of him the said Sumadrue as Ballance of the said Account with Mar Kisna &c for which as before specified in the Cash Book Mar Kisna had given his Note This Account is Likewise Entered after the Consultation —

After this the Board Asked Capt. Holden Mr. Tobbin & Mr. Fleetwood which Three Gentlemen Attended and heard the whole Whether they had any thing more to say or any Objection to make to which they all Replied they had not only Capt. Holden said he hoped Since he had not been Able to prove what became of the Chest the Board would Send for the Register kept by the Sea Gate Conveyenteys which was done and upon Examining them we found fairly Entered the following

Works

mention of that or any Other Coral / Wherefore to prevent Your Suspicion for my imployer / That Should conceal or favour any person on this Affair by Opinion is that there past a Chest of Coral between these two favourites of the late President Dec: or the then Accompt: more than is brot: to Acct: on his Books in the manner beforementioned for which his Estate is no ways accountable and Whereas my Imployer requires me to relate the truth of what I know or can find out by the Dec: books for your better satisfaction I hereunder refer you to the very Entrys of what Coral Dec: in the Year 1720. John on board the Ship Duke of Cambridge and Derby Viz:t

First I refer you to a paper drawn up by Mr: Sam: Fowler who weigh'd all the Coral wherein he mentions the Marks Numbers and Weights & the persons by whom Consigned to see if any of them Agrees with the Contents of the Cajeta which I hear are in Mr: Fleetwoods hands /

Secondly Happears by the Dec: books that there was no Coral sold about that time that the aforesaid Chest was disposed of nor any permitted to be Carry'd to any Goods on out of the Inner Fort till such time as the Companys Customs were Agreed on, but this I can my self affirm that Mr: Hastings sent me to the house where Mr: Bernal dy'd the day after he was bury'd, to talk with a Spanish Servt: of his & to the best of my remembrance the said Servant shew'd me One or two Chests which he said were of Coral but what became of them afterwards I can't tell /

Thirdly and Lastly There is an Entry made the 4th: October 1721. in the Deceas'd Cash book fol: 365 Dr: 365 8A. the produce of Coral sold then & the same day an Entry made in the Journal when each of the Coral Merchants have respectively Credit, and agreeing with the above Summ: Likewise the 13. December following there is an Entry made of Dr: 5377 / the produce of Coral sold and Carry'd to the Credit of the persons that Consigned it all which Agree with the Number of Chests & mentioned in the paper drawn up by Mr: Fowler

A true Copy
George Torriano
Secretary

Was the Author of this work & the person that Cam'd Mr Thos
theft therefore request this Honble Board will make use
of their Authority in sending for the Merchants that Bo.t the
Coral & examine them about it as also afford me your
Assistance in bring to Light this Affair which has tended
so much to the Detriment of my Estate as well as my Reputa-
tation ——— I am Sir
Your Most
Obed.t Humble Serv.t
George Lovriano
Secretary

Copy of a Letter from Mr. Tobbin to Capt.
Richard Holden ———

To Capt.n Richard Holden

Sir

Conformable to an Order of the Revd.
Mr. Thomas Wendey on your request to him concerning an
Chest of Coral mentioned in Mar Rizna's Account with
Sumadroo &c. Mr. Charles Fleetwood acquainted you
I therefore refer you to the following relation of what he heard
from Mar Rizna or can learn from Mr. Hastings Books
concerning it.

About the 28.th of Nov.r last Isaac Lejr'd by the
Revd. Mr. Thomas Wendey Mr. George Fuller and Mr. Charles
Fleetwood Attornies for Mar Rizna to give the particulars
of his Debts to Mr. Hastings Estate and also to translate
and state his Accounts with Sumadroo in doing which I
found that Mar Rizna debted Sumadroo Sa.f. 223. for his
half profit on a Chest of Coral sold by them in the Black
Town in March 1721. I was surpriz'd to find so much gain
on One Chest of Coral from One hand to the Other knowing
well that Coral sold that Year for less than Principal &
happened then to say that I believ'd that was the Chest Capt.
Holden wanted, Mr. Charles Fleetwood being present and
observing what I said asked Mar Rizna how he & Sumadroo
came by that Chest & of whom did they buy it to which he
reply'd as follows or words to the same purpose.

That in March 1721. he was for going to Fort St. David
and wanted money upon which he apply'd himself to
Sumadroo

aforesaid and be Decreed to pay Your Orator the said Sum of three thousand Pagodas and Interest thereon from the time the said Somadonas Moodelaire received the Coral from Your Orators Testator as aforesaid and that Your Orator may have such further and other relief in the Premisses as shall be Agreeable to Equity and good Conscience Thro' the Ends of the Bill

Wm Sermon Mall for y Compt

Sworn Coram me
March 2d 1732/3
Samuel Parker Esq
Mayor

The Answer of Somadonas Moodelaire of Fort St George Merchant Defendant to the Bill of Complaint of Edward Harrison Esq Executor of the last Will and Testament of Richard Holden Complainant

This Defendant saveing and reserveing to himself now and at all times hereafter all and all manner of Benefit and Advantage of Exception to the Errors Incertainty's Untruths and Imperfections in the Complainants Bill of Complaint contained for Answer thereunto or to so much thereof as this Defendant is advised doth materially concern him this Defendant to make Answer unto it He Answereth and saith He doth deny that in or about the Year 1726 or at any other time he this Defendant or any other Person or Persons for his use or by or with his knowledge Privity or Consent did take or Receive from the Complainants Testator or any other Person On the said Testators Account One Chest of Coral of the Value of three thousand Pagodas or to any other Value whatsoever or that this Defendant did Convert such or any other Coral belonging to the Complainants Testator to his this Defendants Use as by the Bill is alledged And this Defendant doth Admitt that a Demand was made by the said Captain Richard Holden for the said Chest of Coral from this Defendant and a Complaint was exhibited against him this Deft by the said Captain Richard Holden before the President & Council of this place and that Sundry Proceedings and Examinations were had thereon as will appear by their Books of Consultations Copys whereof this Defendant hath Annext to this his Answer and prays that the same may be taken as part & thereof And this Deft doth deny that he is any ways Indebted to the Complainant or his said Testator on Account Coral or any other matter or thing

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To the Complainants which were subject to the value of
Testator of One Mortar Carriage and that such Stores having
happened in manner as aforesaid and therefore they
conceive the same ought to have been Wrote off from the
Account of Stores under Charge of the Testator as such
Stores decayed had formerly been and these Defendants
admit that the Complainants did Demand of these
Defendants by their Storekeeper the Sum of Forty three
Pagodas on Account the Deficiency of such Mortar Carriage
which from these Defendants have declined to comply to pay
the Complainants for the reasons before mentioned and
humbly submit it to the Judgement of this Honble Court
whether they Ought in Equity to be Compelled thereto and
pray to be hence dismissed with their reasonable Costs in
this behalf most wrongfully sustained

Wm Fermin Solr for the Defts

To the Honourable the Mayor
Court of Judicature

Humbly Complaining Sheweth unto this Honble Court your
Orator the United Company of Merchants trading to the East
Indies that Mr Murray Late Paymaster of Fort St George Dec.
is Indebted unto your Orators the sum of Three Pags and Nine Pags
on account of a Mortar Carriage wanting as appears by the
receipt Remains of Stores given in to the Storekeeper by the
said Mr Murray To the End therefore that your Orators may
be permitted to prove that the Subscription thereto is the said
Mr Murray's own handwriting may please this Honble
Court to appoint a day for proving the same and that your
Orators may have such further Aid & Relief herein as
may be agreeable to Equity

And your Orators shall ever Pray

The Replication of the United Company
of Merchants of England trading to the
East Indies Complainants to the Joint and
several Answer of Nathaniel Edmonds
Andrew Munro of Fort St George Gentlemen
Executors of the Last Will & Testament of
Dd

David

(21)

and Entermath Whitelants was by Order of the Testator Dead
Testator to serve and the Same to belong ultimately
Carryed to his Battery which was accordingly done & Duly
Deponent believed the said Stone are now on the said Battery
under care of the present Gunner And this Deponent hath
not any Carriage under every mark Belonging and attend
ing for Service at the time this Deponent was last off
Entertained in the Employ of Quarter Gunner by the Sd
as aforesaid

John Watley sworn On the part of the Defendants
Deposeth That there was the Mortar Carriage standing Out
Thomas Point and that the same have been 16 Years about
five Years past by Order of the Late Testator being very much
Eat through with Rust and the Irons for Service and the Irons
belonging there to Carryed to the Gunners Battery where
the same now Remains under the Care of the Present Gunner
as this Deponent verily believes And this Deponent saith
That the said Carriage had Stood On the said Point Upwards
of Thirty Years Accordingly to the best of this Deponents
Remembrance

Sworn the 26th February
Coram me Hobson

The joint and several Answers of
Nathaniel Turner and Andrew Moore
of Port St George Gentlemen Exors
of the last Will & Testament of David
Henry Late of the same place Gentleman
deceased Defendants to the Bill of Cpt
of the United Company of Merchants of
England trading to the East Indies
Complainants

These Defendants saving and reserving to themselves now and
at all times hereafter all and all manner of benefit and Advan-
tage of Exception to the Errors and Imperfections therein
& Uncertainties in the Complainants said Bill of Complaint
contained for Answer thereunto or unto so much thereof as
these Defendants are advised is Material for them these
Defendants to make Answer unto they relation to Say
They do believe that the said Testator David Henry
about the time of his Death and for several years then past did
been Entertained by the Late & the Complainants Gunner

Belonging unto Your Orator And of which he the said David Murray had the Sole Property and care as servant to the Honble Company have had and of all which he the said David Murray ought to render a faithfull and just Account and Value to be thereof Indemnified accomptable for all such Loss, Damages and Deficiencies as might happen to all or any of the said Stores whereby Neglect or otherwise while the same were in his Custody Possession & keeping and in all other things to be subject and Accountable unto your Orator as former Gubners in Your Orators Service Etc. Etc. been Your Orator sheweth that sometime in the Month of October past the said David Murray Departed this Life being then in the Service of Your Orator in the Station aforesaid and Your Orator also shews that by his Will made sometime before his Death he left and Appointed Nathaniel Turner and Andrew Munro Gentlemen now residing in Madrass patuam his Executors of the all Ample and full Power as such Your Orator further sheweth that their Storekeeper at Madrass sometime after the Decease of the said David Murray did Demand of and from the said Exrs an Account remains to fall the Stores belonging unto Your Orator in the Custody of the said Mr Murray at the time of his Death &c in the Custody of the said Mr Murray at the time of his Death &c Your Orator shews that upon relieving the same there appears to be remaining therein One large Curbye Mortar Carriage valued upon Your Orators Books at thirty Nine Pagodas Which Mortar Carriage or the value thereof having been demanded from the said Executors by Your Orators Storekeeper aforesaid they absolutely refuse to give Your Orator any Satisfaction therein To the End therefore that the said Nathaniel Turner and Andrew Munro may true and perfect Answer make to all and singular the Premisses and that they may be Decreed to pay the Sum of Thirty Nine Pagodas being the true Value of the Carriage aforesaid out of the said Deceased Estate And that Your Orator may have such other Relief as shall be agreeable to Equity This is the End of the Bill

J. Rumbold Solicitor

United East India Company

Turner & Munro Executors of the Last Will & Testament of Dan. Murray Decd

John Lawrence Esqr on the part of the Plaintiff Deputy Sheweth to the Defendants Bill of Complaint Exhibited to this Honble Court by the Plaintiff and to the Exhibit in Writing marked A now produced & shewn to him being an Account Remains

(2)

Principal sum to Your Orator To the End therefore that the said Arnachelum may upon his Corporal Oath and perfect Answer make to all and every the matters aforesaid and be decreed to pay Your Orator the said sum of Three Hundred and Fifty Pagodas and that Your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience. This is the End of the Bill

Wm Jermyn Coll for Complt

Mayor Court of Madraspatnam

Friday the 8th day of June Anno Dom 1733. Between Arnachelum Son & Heir of Shavaundrum Late of Fort St George Merchant Deceased Complainant and Arnachelum Son and Heir of Chinna Tombee also Deceased Defendant

Upon reading the Plaintiffs Petition and also translation thereof and under the hands of Several Arbitrators Dated the 10th day of Nov 1731. and also an Account Current whereby it appeared that there Remains due to the Complainant from the Defendant the Sum of One Hundred & Forty Pagodas Eighteen Fanams and the Defendant appearing in Court & acknowledging such Ballance was justly due to the Complainant & this Court doth think fitt to Order & Decree and doth accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of One Hundred & Forty Pagodas Eighteen fanams together with his Costs of Suit

Cruz

June 15th 1733

To the Honourable the Mayor & Court of Madraspatnam

Humbly Complaining Sheweth to this Honble Court Your Orator the Honble George Morton Pitt Esqr for Self & Others Owners of the Ship Elizabeth That Simon Nundicoll Buggawan Merchant receiving on Account of the said Ship some time past receive of and from Your Orator the Sum of four thousand nine hundred Pagodas and for the Repayment thereof did draw Their Bill of Exchange on Their Owners remaining here for the same payable at 30 days after sight And

(60)

Criminal cum to Your Orator. To the End therefore that the said Arnachelum may upon his Corporal Oath true and perfect Answer make to all and every the matters aforesaid and be decreed to pay your Orator the said Sum of One Hundred and Forty Pagodas and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience, May it please the Said of the Bill

Wm Fermill Solr for Complte

Mayors Court of Madraspatnam

Friday the 8th day of June Anno Dom 1733. Between Arnachelum Son & Heir of Shawanden Late of Fort St. George Merchant Deceased Complainant and Arnachelum Son and Heir of Chinna Tombera Deceased Defendant

Upon reading the Plaintiffs Petition and also translates of an Award under the Hands of Several Arbitrators Dated the 8th day of Novr 1731. and also an Account Current whereby it appeared that there Remains due to the Complainant from the Defendant the Sum of One Hundred & Forty Pagodas Eighteen Fanams and the Defendant appearing in Court & Acknowledging such Ballance was justly due to the Complainant & that he could Doth Think fitt to Order & Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the Sum of One Hundred & Forty Pagodas Eighteen fanams together with his Cost of Suit

June 15. 1733

To the Honourable the Mayor Court of Madraspatnam

Humbly Complaining Sheweth to this Honble Court to Your Orator the Honble George Morton Pitt Esq for Self & himself & Others Owners of the Ship Elizabeth that Punch Nowbulla Buggaroo Merchant residing in Surat did sometime past receive of and from Your Orator the Sum of Four Thousand nine hundred Pagodas and for the Repayt thereof did draw One Bill of Exchange Merchant now residing here for the same payable at 25 days after sight and

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Your Orator the said sum of Two Hundred and Eighty Pagodas and the Interest due thereon and that Your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience. Save to the Benefit of Exceptions to the Bill &c

W^m Farmer Esq^r

Sept^r the 21: 1730

I Chicarah Tevengadum do hereby acknowledge to have borrowed and received of Vendutadree Nor Tevengadum the Sum of Two Hundred Eighty Pagodas which I promise to pay with the Interest of 8 P Cent P Annum in the Month of March 1731 for which I have Signed two Bonds of this Tenor & Date one of which being paid the other is to stand Void &c

Sign'd Chicarah Tevengadum

Witnessed
Gregory Cundapah
Vedtapatta Cundapah

Sworn by Verawydo

Translated p Ralph Monnell

Mayors Court of Madraspatnam

Tuesday the 22. day of May Anno Domini 1733. between Vendutadree Son and Heir of Tevengadum late of Fort St George Merch^t Deceased Compl^t and Chicarah Tevengadum of the same place Defendant

Upon reading the Plaintiffs Petition and also Translation of a Note under the hand of the Defendant dated the 21st day of September 1730. and the Defendant appearing in Court and acknowledging the Execution of the said Note and the Justness of the Plaintiffs demand. This Court doth think fit to Order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of Two Hundred and Eighty Pagodas being the Principal Money due on the said Note with Interest after the rate of Eight P Cent P Ann from the date thereof together with his Cost of Suit

J. Cut

by the Defendants and that the Defendants do pay the Costs of this Suite

J. Russ

Mayors Court of Madraspatnam

Tuesday the 22 Day of May Anno Domini 1733 between Tahlee Venca-tashia of Fort St George Merch.t Complainants and Cheriavanna Pennal of the same place Merchant Defend.t

This Cause coming this Day to be heard again in this Court in the presence of the Attornies on both sides on hearing the Proofs taken in this Cause and also an Order made in this Cause dated the 27th day of April last read and the Register acquainting the Court that the Plaintiff had made Oath at Triplicane Pagoda pursuant thereto. This Court doth think fitt to Order and Decree and doth accordingly Order and Decree that the Possession of the two Gardens in Question with the Bills of Sale thereof be delivered up to the Compt.e and that the Defendant do pay the Costs of this Suite

J. Russ

Court of Appeals in Madraspatnam

Nov.r 28.1733

Narrow ak Peromal appt.
Tentze Vencatasah Respt.

This cause coming on this 15th day of Nov.r 1733. to be heard and debated in presence of the Attornies on both sides after reading and duely considering the purport of the Bill and Answer &c. papers exhibited in the Honble the Mayors Court & and the Decree of the said Court. This Court doth think fitt to order and Declare and doth accordingly order and Decree that the Decree of the said Honble the Mayors Court in this Cause do stand Confirmed and that the appellant do pay the Costs in both Courts.

George Ferriano
Ch.f Cl.k

that Cattee Nencattee Cuttee owed Effen to wash the Defendant for
money and One day partticular Cuttee Nencattee came to this Dep.t
house crying and looking for the Defendant this Deponent asked
him what he wanted him for and what was the reason for he
be answered that his Child was Dead & that he not a penda to
bury him, and wanted to borrow some money of the Defendant
and as he was not in the way desired this Deponent to lend him
two or three Janams, but this Deponent could not and so he went
away to look for the Defendant and sometime after returned
together, the Defendant came into this Deponents house and
told he had often assisted poor Cuttee Nencattee Cuttee & that
now he was in great distress for a few Janams to bury her son who
died that Day & desired this Deponent to lend him two or three
Janams for him this Deponent said he had none but would do so
if he could help him in the Evening Whereupon the Defend.t
took off some silver Beads from his Neck and shewed them to
this Deponent and said he would give them to Cuttee Nencattee
Cuttee to pawn for his present Necessity which this Dep.t
replied he might do as he pleased D.o

To the fourth Interrogatory this Depon.t
saith that he was One Day on the other Defend.ts land at his Gar-
den and Nencattee Cuttee was also there and after several
Discourses of Insignificant matters the Complainants Dem.
on the Defendants Garden was talked of at which time Cuttee
Nencattee Cuttee said he cd answer that, and that he would
talk before the Court and Maintain the Defendants right
to the Garden he was then in (being known by the name of
Nadgannaries Garden) for that it was the Defendants Father's
Garden that it was sold at Outcry and bought by Comalgo
Chetty and that he bought it of Comalgo Chetty for the
Defendants and that the Defendant paid the money for the
same to him and he to Chetty and that the Bill of Sales
was drawn in the Defendants Name, and this Depon.t
further saith that Some after that said Cuttee Nencattee Cuttee
was standing in S.t Thomas Street near Col. Morris's
house whereupon Cuttee Nencattee Cuttee spoke to the Defendant being
in the said Words to the same purport and that the Dem.
made thereon by the Complainants was false and unjust.
And this Deponent further saith that the Complainants
One Day sent for this Deponents and told them that he was D.

Nero who also left a Note of the Name, title & place of abode of the said Deponent and afterward being sworn & Examined Deposeth as follows /

To the first Interrogatory this Deponent saith that he knoweth not the Complainant but the Defendt he hath known about two Years /

To the Second Interrogatory this Deponent saith that he doth know One of the Gardens in dispute that the same is near Budrians Garden and was formerly Nagar manees that about fifteen Months past he entered into performances with the Defendant to cultivate the said Grounds and for that this Deponent shd cultivate the said Grounds and for the use thereof the Defendant was to have One third of the produce and the Deponent two thirds for his trouble and Charges, if the Garden be the Defendts or not this Deponent saith he cannot tell but that he knowns no other Owner to it /

To the fourth Interrogatory this Deponent saith he cannot set for the any other Matter or thing Matterial for the Defendant in this Cause /

Rangia of Fort St. George Bramin aged forty Years or thereabouts being produced as a Witness on the part of the Defendant duly on the 16th of Apr. 1733 Sworn in person at the Office of Henry Rumbold Attorney for the Compt by Charles Nero who left a Note of the Name title & place of abode of the said Deponent and afterward being sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he doth not know the Complainant but that he knoweth the Defendant & hath known him about twelve Years /

To the second Interrogatory this Deponent saith that he knows the Garden in Question in dispute but that he never Rented the same but was a Servant in it for Monthly Wages and that he received such Wages from the Defendt and used to sell such things in the said Garden as he thought for the Benefit of his Master and that the said Defendant received the produce thereof and he knows no other Owner to it but that it is now about five Years past since he served there and he continued in the Service

One

and more this Deponent knoweth not /

To the fourth Interrogatory this Deponent saith he cannot set forth any other matter or thing Materrial for the Defendant in this Cause /

Conrapooree Mooteapah of Fort St George Labourer aged Forty Years or thereabouts being produced as a Witness on the part of the Defendant was on the 9th April 1793 sworn in person at the Office of Henry Rumbold Attorney for the Compt. by Charles Nero who also left a Note of the Name Title & place of abode of the said Deponent and afterwards being sworn & Examined Deposeth as follows /

To the first Interrogatory this Deponent saith that he doth know the Defendant in this Cause and has known him about six Years but the Complainant he knoweth not /

To the 2d Interrogatory this Deponent saith that he knows a Piece of ground formerly known by the Name of Nagamencee Garden which hitherto is now One of the Gardens in dispute between the Complainant & Defendt. and that about few Years ago he entered into an Agreement with the Defendant that he this Deponent should cultivate the said ground in such manner as he should see good and should give said Defendant a part of the produce for the use of the said ground and the other part was for the use and benefit of this Deponent for his trouble that he believes the said Garden is the Defendt. own and knows not of any other Owner /

To the fourth Interrogatory this Deponent saith he cannot set forth any other matter or thing Material for the Defendant in this Cause /

Vallore Mooteapah of Fort St George Labourer Age thirty Years or thereabouts being produced as a Witness on the part of the Defendant was on the 14th day of April 1793 sworn in person at the Office of Henry Rumbold Attorney for the Complainant by Charles Nero who left a Note of their Name title & place of abode of the said Deponent and afterwards being sworn and Examined he Deposeth as follows /

To the first Interrogatory this Deponent saith that he knows not the Complainant in this Cause but the Defendant he hath known about Six Years /

Compound D Overlig said Tannapah and this Deponent found
that Nanjamma as Garden then in Possession of Concalee Retund
and desired this Deponent to Enquire of said Retna what Sum
of it which this Deponent did and acquainted Tannapah that Retna
would for 125 Pagodas dispose of the said Garden whereto Tannapah
agreed that he had a Widow daughter for whom he wanted to pur-
chase it and desired this Deponent to get it as cheap as he could
whereupon this Deponent returned to Concalee Retna and after
some time agreed for the said Garden for 100 Pags and gave earnest
thing as Earnest for the same and immediately acquainted
Tannapah with such Agreement and this Deponent told said
Tannapah whose name he would have the Bill of Sale made
in since as he was in Person for Debts due to the Company he
could not be proper to pass them in his Own Name whereupon
Tannapah Directed they should be drawn in the Name of
Seravanee Permaul who is a Relation to said Tannapah
and then lived in the same house with Tannapahs Family
and this Deponent saith he acquainted Retna therewith and
believes the Bills of Sale were wrote in said Seravanee
Permauls Name but doth not Positively affirm to because
he did not see the said Bills when Writing nor when Written
and more said not to this Interrogatory 1st

To the 5th Interrogatory this Deponent
saith he doth not know of any Mortgage Sale or other alien-
nations of the said Garden or any part thereof since the
said Purchase save that aforesaid Tannapah did for the
Deponents trouble promise this Deponent 2 Pags of the said
ground which lay convenient for this Deponent to house on that
this Deponent had the Care of said Garden but had only half
of One of the pieces of Ground gave him by said Tannapah on
this Deponent hath since disposed off and more saith not
to this Interrogatory 1

To the 6th Interrogatory this Deponent
saith he doth not know nor cannot set forth any other matter
or thing Material for the Complainant in this Cause and
more Saith not 1

Interrs to be administred to
Witnesses to be produced sworn and
Examined on the part and behalf of the
plaint Cornwall of Fort St George Merch.
in a certain Cause wherein Tannapah
Venkatchiah of Fort St George aforesd
Merchant Complt and the Defendt
Tannah Permaul Defendt

enquired of him Mother relating to the said Bill of Sale owned
it was very true that at her Husbands Death she did send such a Bill
but that he had not Fitted to the Garden but the same Did belong to
Jaunapah whereupon this Deponent Did deliver the same to Arna=
=chelum and further this Deponent Saith that when Mr Richard
Borden was Sheriff of this Place the Complainant Carried this Depont
before Mr Borden who shewd this Deponent the Bill of Sale before
mentioned and ask'd if the Conveyance was not in this Deponents Fathers
name which this Deponent Acknowledging he Order'd this Deponent
to Sign his Name on the back thereof which this Deponent accordingly
with and more saith not to this Interrogatory /

To the 5th & 6th Interrogatorys this Deponent
saith he knoweth of nought enquired after therein /

Jaunapah of Fort St George Carolina aged Co[illegible] years or
thereabouts being produced as a Witness on the part of the Complaint
was On the 12th day of March 1732/3 Sworn in Person at the Office
of Mr William Sermin Attorney for the Defendant by Charles Nare
who also left a Note of the Name Fitts and place of abode of the
said Deponent and afterward on the same day being sworn &
Examined he deposeth as follows /

To the first Interrogatory this Deponent
saith he doth know the Partys Complainant and Defendant and
hath known them almost from their Birth the Complainant
being a playfellow of his Children and the Defendant a near
Relation and for a Long time lived in his Family /

To the 2d Interrogatory this Deponent saith
that he often hath Employd the Defendant to Transact Business
for him not as his Broker but as a friend for he this Deponent
being in Prison could not openly Transact any matters and
further Saith he cannot point Out any Particular Being
because he has Employd the said Defendant in so many and
knoweth not what particular Business he would have him
Declare /

To the fourth Interrogatory the Deponent
saith that he and his Son Arnachelum Sold to the Complt
a Garden to the Northward of the Town Reserving a small part
to himself which Garden was bought of Pondelai Kistina &
the Bill of Sale for the same Drawn in Cherokee Language
some, and this Deponent saith he doth believe the said Garden
was for the Complainants Own Account, and that he this Deponent
did Direct Cheraxana Bezmark to Assign Over the same to
the Complainant the said Bill of Sale as aforesaid being

From

And purposes before set forth and no Other neither did this Defendant ever receive any Consideration from the Complainant for the said Premisses therein mentioned to be conveyed to him and therefore this Defendant humbly hopes the Complainant shall be Obliged forthwith to deliver up the said Bill of Sale to be Cancelled and that this Defendant shall be quietted in the possession of the said two pieces or parcells of Ground and prays to be hence dismissed with his reasonable Costs in this behalf most Wrongfully Sustained

Wm Sharman Solr for ye Defend.

Interrs to be Administered unto such persons as shall be produced sworn and Examined on the part & behalf of Saunte Venceteate of Fort St George Dubash in a certain cause depending in this Honble Court wherein the said Venceterarien is Complainant & One Surrenarain Chitty of the same place Merchant is Defendt.

Imprimis Do you know the Partys Complainant and Defendant or either and which of them and how long have you known them or either and which of them Declare &c

Item ... Was the Defendant at any time or times Entertained & Employed by you or your Factor Broker or Otherways and how and in what manner and upon what Business was he so Entertained and Employed Declare &c

Saunapah

Item ... Do you know or Can you Remember ought Concerning the Purchase of a certain Garden in or about the Year and thereof the Possession of Poncea Kistnah lately deceased if Year ago upon whose Account and for whose use was the same Garden so purchased and in whose Name or Names was the Bill or Bills of Sale thereof drawn Declare &c

D.
Cottia Venceatta Pillay

Item ... Do you know or can you Remember ought Concerning the Purchase of a certain Garden in Triplicane in or about the Year then in the Possession of A Year ago upon whose Account and for whose use was the said Garden so Purchased and in whose Name or Names was the Bill of Sale thereof Drawn Declare &c

Saunapah
Condeapah

Item ... Do you know or Can you Remember whether the said Gardens or either and which of them were ever at any time since the aforesaid Year sold, Mortgaged, Alienated or Otherwise and how disposed of & if Year ago by whom were the said Gardens or either & which of them so Sold, Mortgaged &c Alienated

Saunapah
Cottia Venceatta Pillay
Condeapah

Sworn 4th April 1752
Comme
John Downey

The Answer of Emanuel Lemon of Fort St George Merchant Defendt to the Bill of Complaint of Saunter Venkatachia of the same place Merchant Complainant

This Defendant saving and reserving to himself now and at all times hereafter all and all manner of Benefit and Advantage of Exception to the Errors 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 to Answereth and Saith he doth deny that the Complainant is or was at any time lawfully seized of the two Peices of Land in the Bill mentioned or that the same or any part thereof doth Appertain to the Complte or is part or parcell of his Estate. And this Defendant Saith that the Complte being indebted to Mr Richard Horden deceased in the sum of Two Hundred Pagodas or some such sum and the said Mr Horden or his Attorneys pressing the Complte for the Immediate payment of the said Debt or that the Complte would give some further security for the payment thereof which Demands of the said Mr Horden's Attorneys the Complte being unable to Comply with did apply to this Defendant and requested that this Defendant would assist him the Complainant in his then Necessity and lend him the Bills of Sale of the Ground now claimed by the Complte in Order to Deposite the same as a security for the Debt due to Mr Horden as aforesaid the Complainant then promising this Defendant that he would Speedily redeem the said Bills of Sale by payment of the said Debt and redeliver the same to this Defendant. And this Defendant Saith that upon the Earnest Solicitations and Intreaty of the Complainant this Defendt was prevailed with and Consent to the Complainant to request and did accordingly deliver to the Complainant the Defendants Titles to the said two peices of Ground which the Complainant Deposited with the Attorneys of the said Mr Horden. And this Defendant further saith that on Mr Hordens return to this place he was as this Defendant hath heard & believes informed of the Security given by the Complainant for payment of the said Debt which being disapproved by the said Mr Horden in regard no Assignment had been made of the Premisses to the Complainant by this Defendant. And this Defendant Saith that the Complainant being sent for by the said Mr Horden (as this Defendant hath heard and Believes) and Advised of his disapproval of the said Security for the Reason aforesaid the Complainant did thereupon desire the said Mr Horden that he might have an Assignment of the Premisses from this Defendant and would

them

(13)

Sworn 14th April 1732
Coram me
John Lonney

The Answer of Thomas Pearman
of Fort St George Merchant Defendant
to the Bill of Complaint of Trustees
Venkatasha of the same place Merch.t
Complainant

This Defendant saving and reserving to himself now and at all times
hereafter all and all manner of Benefit and Advantage of Exception to the Errors 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 Answereth
and Saith he doth deny that the Complainant is or was at any time
lawfully seized of the two Peices of Land in the Bill Mentioned or
that the same or any part thereof doth Appertain to the Complt
or is part or parcell of his Estate. And this Defendant Saith that
the Complt being indebted to Mr Richard Horden deceased in the
sum of Two Hundred Pagodas or some such sum and the said
Mr Horden or his Attornies pressing the Complt for the Immediate
payment of the said Debt or that the Complt would give some
further security for the payment thereof which Demands of the
said Mr Horden's Attorneys the Complt being unable to Comply
with did apply to this Defendant and request that this Defendant
would assist him the Complainant in his then Necessity and lend
him the Bills of Sale of the Ground now claimed by the Complt
in Order to Depositte the same as a security for the Debt due to
Mr Horden as aforesaid the Complainant then promising this
Defendant that he would Speedily redeem the said Bills of
Sale by payment of the said Debt and redeliver the same to this
Defendant. And this Defendant Saith that upon the Earnest
Solicitations and Intreaty of the Complainant this Defendt
was prevailed with and Consent to the Complainant to request
and did accordingly deliver to the Complainant this Defendants
Title to the said two peices of Ground which the Complaint
Deposited with the Attorneys of the said Mr Horden, And
this Defendant further Saith that on Mr Hordens return
to this place he was as this Defendant hath heard & believes
informed of the Security given by the Complainant for payment
of the said Debt which being disapproved by the said Mr Horden
in regard no Assignment had been made of the Premises to the
Complainant by this Defendant. And this Defendant Saith
that the Complainant being sent for by the said Mr Horden
(as this Defendant hath heard and Believes) of his disapproval
of the said Security for the Sum aforesaid the Complainant
did thereupon Assure the said Mr Horden that he had not
Assignment of the Premises from this Defendant and would

then

And Interest due on the aforesaid Note but the said Randall Gwynne
being dead the said Venkattee Puttee hee doubteth he hath taken all into
his Custody the Estate belonging to his said Father refuses to make Your
Orator Satisfaction for the said Demands Tothe End therefore That
the said Venkattee Puttee may upon his Corporal Oath true & perfect
Answer make to all and every the matters aforesaid as fully truely
and Effectually to all intents and Purposes as if the same were
here again repeated and Interrogated and be decreed to pay
Your Orator his Principal & Interest due on the said Notes and
that Your Orator may have such further and other relief in the
Premises as shall be Agreeable to Equity & good Conscience
This is the End of the Bill

W.m Termon Atty for Compl.t

Mayors Court of Madraspatnam

The
Fryday the 27th day of April Anno Dom.
1733 Between Sellar one Son and Heir
of Doom Adaigar late of Fort St George
Merchant Deceased Complainant
and Venkattee Puttee Son of Randall
Gwynah Deceased Defendant

Upon Reading the Plaintiffs Petition and also Translate of a Note
under the hand of the Defendant to Father Dated the Eighth day of
October 1715 And it Appearing therefrom that the Defendant was
not bound to pay the Debt by the Tenour of the Bond and that the
Bond was Executed many Years past And it also Appearing by
the Examinations of Several Persons that the Defendant has
been frequently in the place and that no Demand had been made
of the Debt by the Complainant from the Defendant This Court doth
think fit to Order and Decree and doth accordingly Order & Decree
that the Plff. Bill do stand dismissed out of this Court with Costs
and that the Bond be delivered up to be Cancelled

Dismist

March 21st 1733/4

To the Honourable the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orat.r
Iyantee Nemeatachiah of Fort St George Merchant that Your Orator
being seized and possessed of certain Lands situate lying and about
the Town of Madraspatnam particularly one piece of Land lying
on the West side of Budrajah's Garden containing about Twenty
Manner and another piece of Land in Triplicane on the North

Side

Court of Appeals
Madrasapatnam
Nov.r 28. 1733

Susanna Dodsfountaine of Fort
St. George Widow Appellant &c
Shevengalum Comrapa of the said
Place Respondent

This Cause coming this 25th day of June 1733. to be heard and debated in presence of the Attorneys on both sides after reading and duely considering the purport of the Bill and Answer &c. Papers &c exhibited in the Honble the Mayors Court and the Decree of the said Court. This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Decree of the said Honble Mayors Court in this Cause do stand confirmed and that the Appellant do pay the Costs in both Courts.

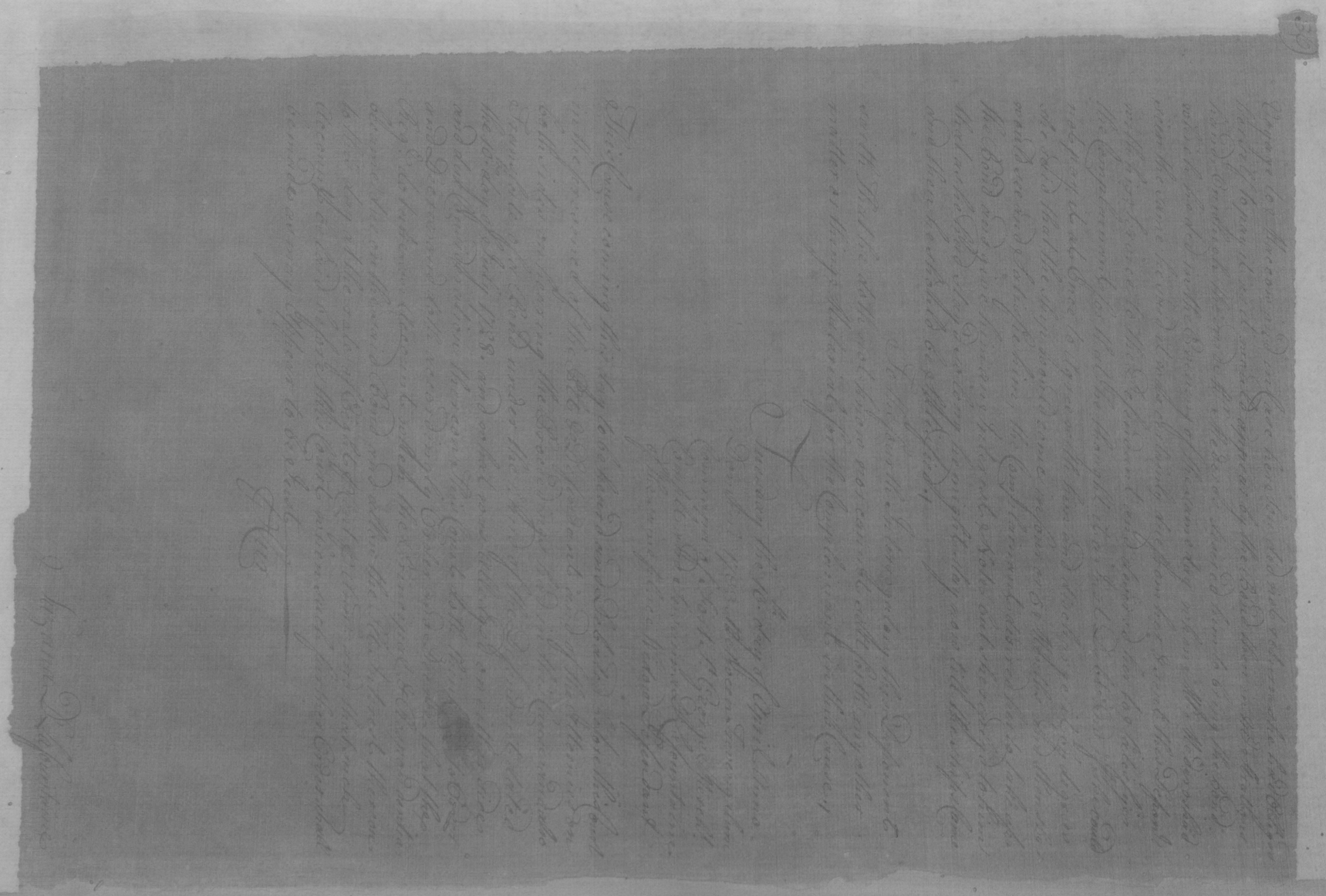
George Torriano
Ch. of Appeals

To the Honourable the Mayors
Court of Madrasapatnam

April 20th 1733.

Humbly Complaining Sheweth to this Honourable Court Your Orator Mr Leon Mercoi of Fort St. George Merchant That Mahamud Canon Mercoi and Mahamud Hussan now being and residing in Madras having Occasion for a Sum of Money applyed themselves to Your Orator requesting the Loan thereof whereupon Your Orator did advance and Lend unto the said Mahamud Canon Mercoi & Mahamud Hussan the Sum of Sixty Seven Pagodas for secure the repayment whereof they the said Mahamud Canon Mercoi and Mahamud Hussan did make and give to Your Orator a Cadjan Note or Writing under their Hands bearing date the 27th day of April which was in the Year of Our Lord 1732 thereby providing to pay the said Sum of Sixty Seven Pagodas with Interest after the rate of Eight p Cent in the Month of June following as by Translates of the said Note will appear. And Your Orator Shews that he hath frequently applyed to the said Mahamud Canon Mercoi and Mahamud Hussan requesting them to pay and discharge the Principal and Interest due on the aforesaid Note But now so it is so may it please this Hon'ble Court they the said Mahamud Canon Mercoi and Mahamud Hussan refuse to Satisfie their said Engagement to Your Orator. To the End therefore that the said Mahamud Canon Mercoi and Mahamud Hussan may upon their Corporal Oaths true and perfect Answer make to all and every the matters aforesaid and be decreed to pay Your Orator the said sum of Sixty seven

Pags 67 Pags



(24)

Sworn the 3 March 1732/3

Interrogatories to be administered to Witness to be produced sworn and examined on the part and behalf of Frevengalum Comaya of Fort St. George Merchant in a certain Cause wherein the said Frevengalum Comaya is Complainant & Eluzana De La fountaine of the same place is Defendant

1. Imprs Do you know the Partyes Complt and Defendant in the Title of these Interrogatories named and do you know Francisco De La fountaine son of the Defendant and how long have you known them or either of them Declare

2. Item Do you know of any Application made by the Defendant or the said Francisco De La fountaine to the Complainant for the Loan of any & what sum of money Did the Complainant upon such request advance to them or either of them any and what sum and what Terms and Conditions were & Stipulated or agreed on between the Complt and Defendant for Repayment thereof at the time of Lending the same

Nalla Moola Chittee

3. Item Do you know of any Demand made on the Defendant by the Complt for payment & why and what Sum of money & Pos ss forth & how & what Discourses then past between the Complt and Defendant or any other person or persons and whom by name touching the payment thereof according to the best of your Remembrance

4. Item Do you know of any other matter or thing Material for the Complt in this Cause & Pos ss forth the same fully & particularly according to the best of your knowledge Remembrance & belief

Wm Fermor Clk for Plt

Nallamoola Chittee of Fort St. George Merchant Aged 36 Years or there abouts being produced as a Witness on the Part of the Complainant was on the third day of March 1732/3 sworn in Person at the Office of Mr Henry Trumbell Attorney for the Defendant by Charles Nero who also left a Note of the Names Title and Place of abode of the said Deponent and afterwards on the same day being sworn and examined Deposeth as follows

To the 1st Interrogatory this Deponent saith that he doth know the Partys Complainant & Defendant in this Cause the former about Twenty and the latter about fifteen Years and

also

Dect. to Nathaniel Elwick Esqr and that the Counter Cha which before
Copies thereof of the Attorneys of the said Nathaniel Elwick were
assigned Over unto the said Respondent Hastings for the purposes set forth
in the Bill of Complaint And it further Appearing that the Sum
of Four Hundred fifty three Pagodas Seven Fanams & Fifty Cash and Three Sum
Three Hundred & Eighty Rupees which the Respondent Hastings Charges as paid
the said Pancha Sheshma on account of Coral in Partnership were a
part of sundry Effects assigned over unto Chinna Sumadoo in trust
for the said Pancha Sheshma for securing the payment of a Bond bearing
date the 8th April 1782 which Bond doth not appear to have been
put in Suit by the Appellant & Consequently doth not regularly come
under the Examination of this Court And that therefore the said
two Sums cannot have been paid on any other account than that
for which they were appropriated This Court doth therefore Order
and Decree that the said Bond and said two payments be struck
out of the present dispute and that the Sum of Two Thousand
Seven Hundred Pagodas Expended by the said Respondent to the Effects
and after deducting therout the Sums forming Fifty
Hundred Pagodas received by the said Pancha Sheshma for Rent
of a Garden part of the Effects in the aforementioned Mortgage
assigned over to him One Thousand & Seventy Pagodas eleven
Fanams & Seventy Five Cash being the balance due to the Respondent
for produce of the Effects on account of the permission nevertheless
to the said Respondent to demand & recover a Stended Account of Coral
if he think fit One Hundred Pagodas struck the Respondent
charges as paid by him to the said Pancha Sheshma are allowed
by the Appellant and One hundred Twenty five Pagodas charged
by the Respondent to have been paid the said Pancha Sheshma
Summabeen and not allowed by the Appellant together
to the Sum of Five hundred Ninety seven Pagodas Eleven Fanams
and Seventy five Cash But the said Respondent having given
of the said Pancha Sheshma Bond the sum of One Hundred & Eighty Pagodas
Eight Rupees Seven Fanams & Seventy Cash the same this Court doth allow
the same to be taken out of the Balance of Five hundred Ninety
five Pagodas Eleven Fanams & Seventy five Cash & thereby there
will remain Eight hundred Eighty Pagodas Twenty Nine Fanams
and Seventy five Cash to be struck out of the above mentioned Sum
of Two Thousand Seven Hundred Pagodas And this Court doth finally
Order and Decree that the Decree of the Board of the Mayor Court

25

Regni Court of Chancery Fatemm

Monday the 5th day of March Anno
Domini 1732 Between Francis
Forbes Esq George Forbes
Complainant and Dowsey of the
same Place Merchant Defendant

This Cause coming this day to be heard and decided before this Court
in the presence of the Attorneys on both sides and hearing the Proof
taken in this Cause and also an Assignment of several Houses
and Gardens executed by the Defendant to Mr George Forbes
dated the 30th day of March 1726 and also an Assignment of the
said Premisses by the said Mr Forbes to the Plaintiff in Consi-
deration of the Sum of Two thousand seven hundred Pagodas
and also One Bond dated the 29th day of October 1728 executed by
the Plaintiff to the said Mr Forbes for securing the Payment
of the Sum of One Thousand seven hundred Pagodas part
of the Consideration money of the last mentioned Assignment
and also an Account Current between the Plaintiff and Defend.
relating to the discharge of the said Debt of Two thousand se-
ven hundred Pagodas by the Defendant and also Translate
of Account of Cash in Partnership between the Plaintiff and
Defendant and also Translate of a Bond given by the Defend.
to the Plaintiff for the Sum of Eight Hundred Pagodas advanced
to him by the Defendant to make good his the Defendants
proportion of the purchase money due for the said Houses
also Translate of an Assignment of Sundry Effects executed
by the Defendant to Lowdowne Moodeliare Merchant for the
dated the 6th day of April 1726 to secure the payment of One
Thousand Pagodas lent by the Plff to the Defendant and an
Endorsement thereon under the hand of the Defendant and
also an Account Current between the Plaintiff and Defendant
relateing to the discharge of the said Sum of One Thousand
Pagodas and also two several Account Current signed by the
Defendant relateing to the payment of the purchase money

for

Dr. Poncabe Kisna Cr.

1728 Dec. 29 To Cash paid in part of expences of Arabs C. R. 200 ---
To Ditto paid by Abdul Cadire ---------- 553 A. 10
To Ditto paid for Cash which was Wanted
by you & to Carry this Acct ---------- 30 Spans

1728 Nov. 29 By Cash rec. of him ---------- C. 1000 ---

A.D. 1729
Sept. Bal. due to Elavicks Estate ---------- C. 462 22
Jan. 16 Bal. due to Elavick ---------- 3000 ---
Bal. of Dwarkanath ---------- 765 20
C. 3527 42

Sum Divided
Poncabe Kisnah ---- 1/3
Cum Verdapah ---- 1/3
Nundram ---- 1/3
Sumun Cangah ---- 1/3
Dwarey ---- 1/3

Dr. Abdul Poncabe Kisnah Cr.

1729 Jan. 1 To Cash paid to Nundram ---------- C. 125 ---
Sept. 2 To Ditto paid to Cundrapah ---------- 100 ---
To Ditto paid for you to Bal. Trivitore ---------- 500 ---
C. 725 ---
To Balance ---------- 475 ---
C. 1700 ---

1728 Dec. 31 By his security Bond to George Farrant for repayment ---------- C. 1700 ---

Fort St. George
15 June 1732
Errors Excepted
P. Beaty

December the 15th 1721

To Lonhillah Kadoo Inhabitant of Madrass Fauxette
Deeney Do give this Mortgage Bond of my Mohar of Pagoda
of Coral bought in Partnership of Sun people ⅓ quarter share
Value 800 Pags Mortgage to Bond receive 800 from the said
Lonhillah Kadoo or Order to pay on demand the Pags 800
⅓ Coral and Clothes to sell and pay himself on Demand out of
the Coral Pags in Hostrah hands and the money not Repaid on
great whole said Kadoo shall have out the same according
to the Order notwithstanding or receiving delivered me Deeney to
pay the Amount of the Bond.

Drawn & Signed by
Deeney

Witness
Cornalle Kadalare
Niacarsah Nimah Chetter in his own hand Writing

Translated
by
Benjn Maxwell

To
Agent &c 1720

I Forwarded Deeney Woodcare Generals Letter
and make over for him Drawn on Encle Kadalare of
Madrass One parcell Stone on ground my dwelling house
adjacent to Deeney Cajeer value Pags 200 One new Built
house & the ground belonging to the last Dated Fauxette
value Pags 200 One Bible Pags containing the following Stones
and marked N.1.2 Loud or long Stone 10 Pags Diamond Ring
for Women Value Pags 40 Gold Chain Value Pags 80 Two Rings
set with Emeralds Pags 100 Two Dittos with Rubies Pags 15
Two pair of Earrings Pags 10 One Mylam Pags 5 the whole Stones
Value Pags 250 One Other Bible marked N.3 and Sealed the
former 10 Gold Girdles Pags 15 A Gold Chain Pags 10 Two Pr of
Wooden Gold Rings Pags 6 three Gold Necklaces Pags 25
two Pr of Stones Pags 10 the whole Stones Pags 230 Wooden Gunny

(6)

Dovero ys Acct with the Estate of Concala Thiruvadee Dr.

To his Bond to the Dec dated the 15th Dec 1725 to pay
in full for his concern in Coral, returnd back ... Ps 800.—
To Cash paid by the Dec in part of his Note for 1200 Pgs
drawn by Chinadruvida Naine the 6th April 1726 ... 270.11.75
Pagodas 1070.11.75

(7)

Ditto in Acct with the Estate aforesaid Dr.

1726 April 6th To Cash lent him by the Dec on a Mortgage of
Jewells and Respondentia Bonds, as p his late
-rest Bond of this days date, drawn in the Chin-
-druvida Name ... Ps 1000.—

1727/8 Jan 20th To Cash lent him by the Deceased as p his Bond
to him of this days date ... 108.15.—
Pagodas 1108.15.—

(8)

Acc.t Cask of the Partners concerned in Coral Dr.

1721
Dec.r 15 To Coral received of Verdapa & Nunbperumal the amount of what sold by them ... P. 522.22.—

To Poncala Kisna & Numbperumal for Verdapa received their two quarters p.t concernd in Coral ... 2000. ——

To Dr. Lent Paupa Brameny as p his Bond to pay his one quarter part concernd therein ... 1000. ——

To Devarey received in part for his one quarter part concernd therein ... 200. ——

To Poncala Kisna Lent Devarey as p his Bond of this days date, to pay his concern in full ... 800. ——

Pagodas 4522.22.—

Cr.

Dr.

1724/5 Coral Acco.t of Poncala Kisna and Co.
Janr. 21 To Coral bought of Nathaniel Elsee Esq.r at three months credit from the 29.th ... P. 3853.4.—

To ballance to be devided among the Partners undernamed ... 134. 8.—

Pagodas 3987.12.—

Cr.

Dividend of P.g 134. 8.— to the Partners concernd in the Coral, being the ballance of what paid on that account Viz.t

Poncala Kisna & Numbperumal Verdapa &c. } their 3 quarters part ... P. 100.24.—

Devarey his ... 1 quarter part ... 33.20.—

Pagodas 134. 8.—

Dr. Deveroy Cr

1728					
Oct. 28	To Cash paid Mr Lemaire			By Sale of a Garden at	
	on Gen. Her mortgage			Fort St Philip of	
	of your Houses		1000.—	the Mortg. Office	500.—
1730					
Nov. 14	To Ditto		1000.—	By Ball.	2200.—
Dec. 3	To Ditto		700.—		
			2700.—		2700.—

Dr.

1726				1726	
Apl. 6	To Ball. due on your Note			June 30	By Abdull Cader viz.t
	taken in the name				the principal Sum
	of Abdulcarim &				due on his Note going
	for which two Ingrs				at about 8 per — 253.A.10
	Notes were Mortgaged		1000.—	Dec. 1	By Abdull Gunney &c.
					on the Note — 101.7.—
1731					
June 30	By y.e Ball.s of your				
	Accot. Concerning				
	Coral — — —		270.11.5		
					924.23.5
	By Ballance — —		75.12.5		
			1000.—		

(10)

found within the districts of this Honble Court may upon their Corporal Oaths true & perfect answer make to all & singular the Premises as fully and Effectually as if the same were here again repeated and Interrogated and that they may be Decreed to pay the Amount of the said Mortgage Bond unto Your Orator and that Your Orator may have such further relief herein as may be agreeable to Equity & this Court the Bill

Coutts Atty for the Compt

Tuesday the 20th of February Anno Domini 1732. Between Peter Eckman of Fort St George Gentleman Compltnant & Vendida of the same place Merchant Dfendant

Mayors Court of Madraspatnam

Upon reading the Dffs Petition & also an Assignment under the hand of the Dff dated the 21st of January 1729 and the Dff appearing in Court & acknowledging the Execution thereof and the Justice of the Dffs Demand This Court doth think fitt to Order and Decree and doth accordingly Order and Decree That the Dff do pay unto the Dff the sum of Two hundred Pagodas being the Consideration money due on the said Assignment with Interest after the rate of Eight p Cent p Annum from the date thereof together with the Costs of Suit

Rot

April 18. 1732.

To the Honourable the Mayor Court of Madraspatnam

Humbly Complaining sheweth to this Honble Court your Orator Peter Eckman of Fort St George Merchant that Dewery Concepty now being and residing at Madraspatnam did by Deed Poll or Assignment bearing date the 30th day of March which was in the Year of Our Lord 1726 in consideration of the sum of three hund Pagodas as therein mentioned to be paid to the said Dewery by the said George Torriano assign and make over to the said George Torriano all those Houses and Gardens in the said Assignment particularly mentioned to hold to the said George Torriano his Exrs

Said sum of 1900 Pags with the Expenditure thereon remaining in the Cargo
and the said sum of 824 Pags Ballance of the Owners Account
Consent to be thrown into one general Account & that an Equal Dividend be
made thereof among the Aff. Proprietors of the said Ship
Ship exclusive of the Sum of 30000 Rupees which Ship is valued to be
the Owners this Court not allowing any proportion of their Voyage of
the Ships Cargo to be divided to them upon that Account and Ordered
Ordered that the Costs of this Suit be deducted out of the Ballance remaining
in the Aff. hands before such Dividend be made.

Ent

To the Honourable the Mayor
Court of the Mayors Court of Madras

Jan. 16. 1732

Humbly Complaining sheweth to this Hon. Court your Orator
Gregory de Vertannes of Fort St. George Merchant That your Orator
having Occasion for a Sum of Money did take up and receive of and
from Davoy Notagee Esqr. the Sum of One Thousand five Hundred
Pagodas for recovering the repayment whereof your Orator did Mortgage
and make over seven bagge One Purse of Garnetts valued at Eleven
seven hundred Pagodas and Did deliver the said Garnetts to the said
Davoy Notagee Esqr. under the Seal of your Orator and your Orator
shows that the said Davoy Notagee Esqr. did Stipulate and Agree with
your Orator to redeliver the said Garnetts under your Orators Seal
as aforesaid on payment of the said Sum of One Thousand five Hundred
Pagodas and your Orator shews that he hath frequently tender'd the
said sum to the said Davoy Notagee Esqr. on his delivering the said
Garnetts under Seal to your Orator as aforesaid but so it is that
the said Davoy Notagee Esqr. contrary to his promise and Engagement to
your Orator hath broke the Seals of the said several Bagge and taken
large Parcells thereout to the great Detriment of your Orator. To the
End therefore that the said Davoy Notagee Esqr. may answer the Premises
and be Decreed to make good to your Orator the Damages he hath sustained
by his Breach of promise aforesaid and that your Orator may
have such further and other relief in the Premises as shall be agreeable to

Account of Effects discovered from the Prince George Wreck

To Sundry Charges of Presents, Boathire, Salvage money &c.ª		9703. 3. 1	
To Lieutenant Capt. Thorpe at 10 p.Cent Correspondentia		900. — —	
To Ballance paid Hugh Nash		10350. — —	
		20953. 3. 1	

By the Amount Salvage of Silver Vizt.		
Silver taken up since the Chest being broke	1208. 5. 6	
1 Chest Marked the French Privateer	1059. — —	
1 Dº Marked S H N.º 1	1098. — —	
1 Dº O. D. Ships Stock	1196	
	20521. 5. 6	
Lead	129. 3. 7	
Tinn	234. 6. —	
Copper	46. — —	
Beeds	20. — —	
Chain Grapple &c.ª	7. 7. 8	
	20953. 3. 1	

Samuel Harrison Merchant residing here in Bahama Petitioner

hath several times applyed to the said Samuel Harrison requesting

that a Dividend of the said Silver might be made among the

several Proprietors which the said Samuel Harrison refused

without the Direction of this Honble Court thereupon the said

Proprietors of Silver on board the said Ship residing here Except

Mr Samuel Nash did remit to them 90 Tale at 15/ Each Rupee

which sum with the Resp: thereon has been paid to them

Mind one of the said Proprietors but no Dividend hath been made

as yet thereof / Your Petitioner therefore most humbly prays that

the said Samuel Harrison may be directed to make a Dividend of

the said Silver to and amongst your Petitioner and the several

Other Proprietors of Silver on board the said Ship in propor-

tion to their respective Concerns Thereof

And your Petitioner shall pray &c

To the Honourable the Mayor Court

&c Madrass Fort St George

The humble Petition of Us the Subscribers Inhabitants

John Reade & John Hopkinson

Sheweth

That Your Petitioners being informed that Mr

Jermin Attorney prefer'd a Petition on behalf of Mr Nathaniel

Turner against Mr Samuel Harrison for a Dividend to be

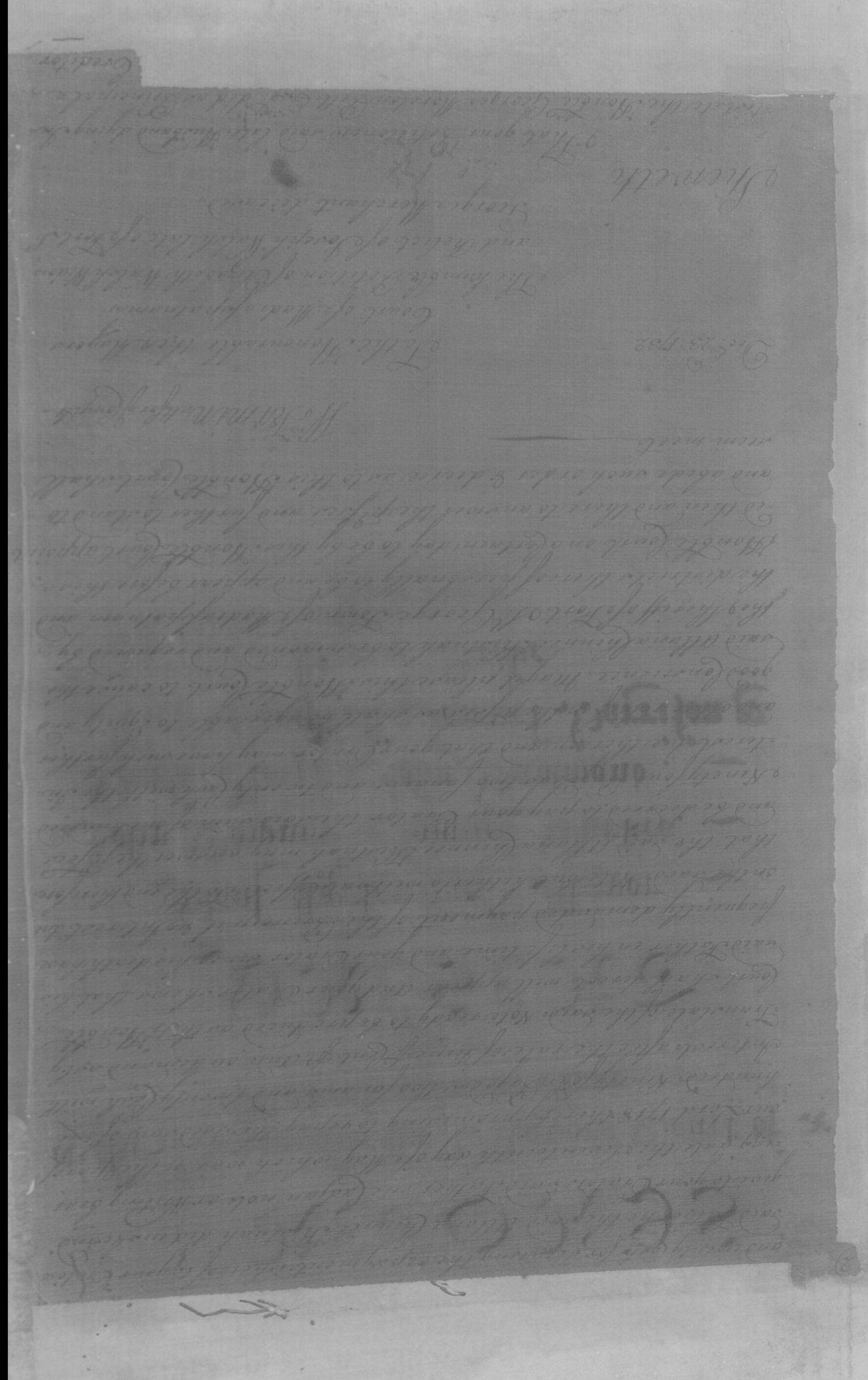
made of the Salvage on the Prince George to them Your

Petitioners therefore humbly pray this Honble Court that

the Same Viz:

Bengal Owners	21639
Ship valued about	30000
Stephen G. Harrison	8918
Sundry Adventurers	12000
Mr William Shippe	2080
Mr Welsh	1000
Mr Wedderburn	5191
Madrass Shipers	115078

May



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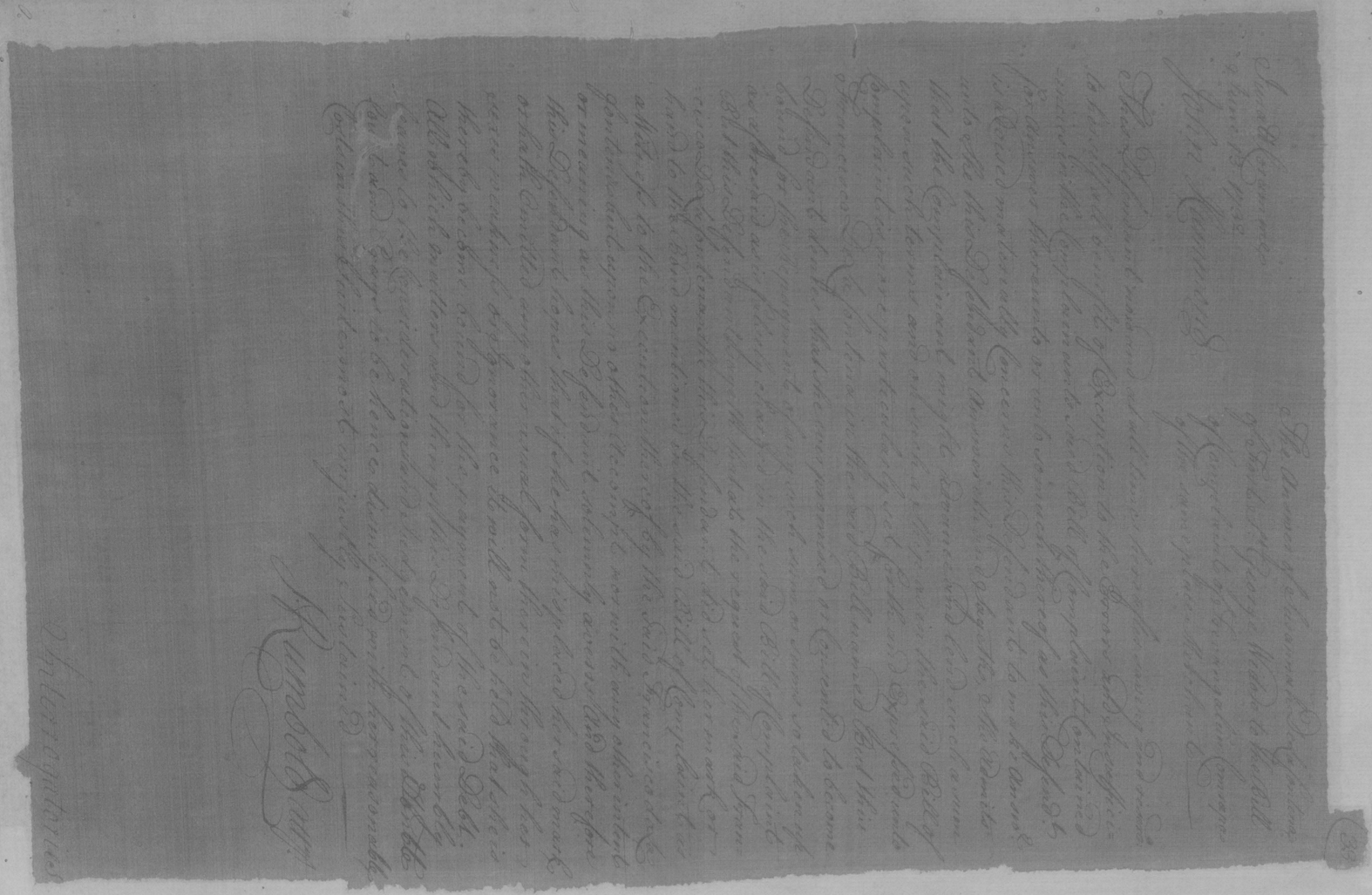
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X

Y

Z



also that he knoweth Francisco Lafountaine the Defendant to be and has so known him for about fifteen Years.

To the Second Interrogatory this Deponent saith that the Defendant spoke to him to procure him some money at Rep.
for her son then bound on a Voyage to Macao and accordingly at her Request he applyed to Coonoomah Chitter the Complainant who told this Deponent that he did not know the Defendant or for what she would be bound or that him he would Lend them One hundred Pagodas this Deponent acquainted the Defendant therewith and she Consented to it and directed this Deponent to bring her the money the Complainant had then told them 90 Pagodas of a Sunday about 9 of Clock and gave this Deponent ten Pagodas more which he delivered to the Defendant on which she the next Morning Executed a Bond and gave it this Deponent who delivered it to the Complainant.

To the fourth Interrogatory this Deponent saith he doth not know nor cannot Set forth any other matter or thing material for the Complainant in this cause.

Between Sreevengalum Comrapah Chitter of Fort St. George Inhabitant Complainant and Francis De Lafountaine of the same place Defendant on the Part of the Complainant

Depositions of Witnesses to be Examined in this Cause by and before the Examiner in the Court as follows.

Chuckerapah of Fort St. George Conicoply aged thirty seven Years or thereabouts being produced as a Witness on the part of the Complainant sworn the 3d March 1752 & Sworn in Person at the Office of Mr. Henry Lumsdale Attorney for the Defendant by Captain Lydekar also left a Note of the Name Title & place of abode of the said Deponent and afterward on the same day being Sworn duly Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he doth know the Party Complainant and Defendant the former for 15 or 16 Years and the latter for 7 or 8 Years and doth that he knoweth Francisco Lafountaine the Defendant to be and hath so known him for about Seven or Eight Years.

To the 2d Interrogatory this Deponent saith that the Master Mr. Lewis De Mederbs of the Princess Merchant employed for the Complainant and asked him on what account he had taken out a Warrant against the Defendant & the Captain answered him that the Defendant was indebted to him for money Lent her at Rembender for her son then going on

Copy

Susana De La Fountaine to Frezengalum Comrapa. Pr.

To Cash at Compardoon	P 100. —	By Ballance due	P 153.14.30
Unpaid 18 Pct.	18. —		
	118. —		
Interest on P 100 from the 10th day of May 1729 to the 10th of April 1732 Three Years at 18 Pct.	35.14.30		
Pagodas	153.14.30	Pagodas	153.14.30

Errors Excepted
10th April 1733
P. John Hutton Regr.

Fryday the 13th day of April A.D. 1733
Between Frezengalum Comrapa of Fort St. George Merchant Complainant
&
Susanna De La Fountaine of the same place Widow Defendant

This Cause coming on this day to be heard and debated before this Court in the presence of the Attorneys on both sides on hearing the Proofs taken in this Cause, and also Translation of a Bond under the hands of Francisco De La fountaine and the Defendant and also an Order made in this Cause Dated the 10th of this Instant April, and also an Account Stated by the Register and upon Examination had of the Paper[s] thereto Read and upon Examination had of the matter in this Cause & due Consideration had thereon This Court doth think fit to Order & Decree and doth according[ly] Order & Decree That the Defendant do pay unto the Plaintiff the Sum of One Hundred Fifty three Pagodas, fourteen Fanams and Thirty Cash being the Ballance of said Account together with her Costs of Suite

J. Hurst.

Court of Appeals

(64)

Pay Dan'l Mitchell after two days Sight of this first Bill of Exchange
from the date of the same Note and that Your Orator may have
such further and other Relief in the Premises as shall be agreeable to
Equity and good Conscience. May it please the Right
Wm Fermin
Atto for Compt

Fryday the 27th day of April Anno
Domini 1733 Between Malan Mercai
of Fort St George Merchant Compt
and Mahamud Cossim Mercai and
Mahamud Hussain Defendants

Mayor Court of Madraspatnam

Upon reading the Plaintiff's Petition and also Examinate of a Note under the hands of the Defendants dated the 27th day of April 1731. And the Defendants appearing in Court and acknowledging the Execution of the said Note and the Ats admitting to have Received Ten Pagodas in Part Satisfaction of the Principal Money Lent on the said Note. This Court doth think fit to Order & Decree & doth accordingly Order and Decree That the Defendants do pay unto the Plaintiff the Sum of Sixty Seven Pagodas being the Principal Money remaining due on the said Note with Interest after the Rate of Eight p Cent p Annum from the Date hereof together with their Costs of Suite

p Curt.

To the Honourable the Mayors
Court of Madraspatnam

March the 12th 1732

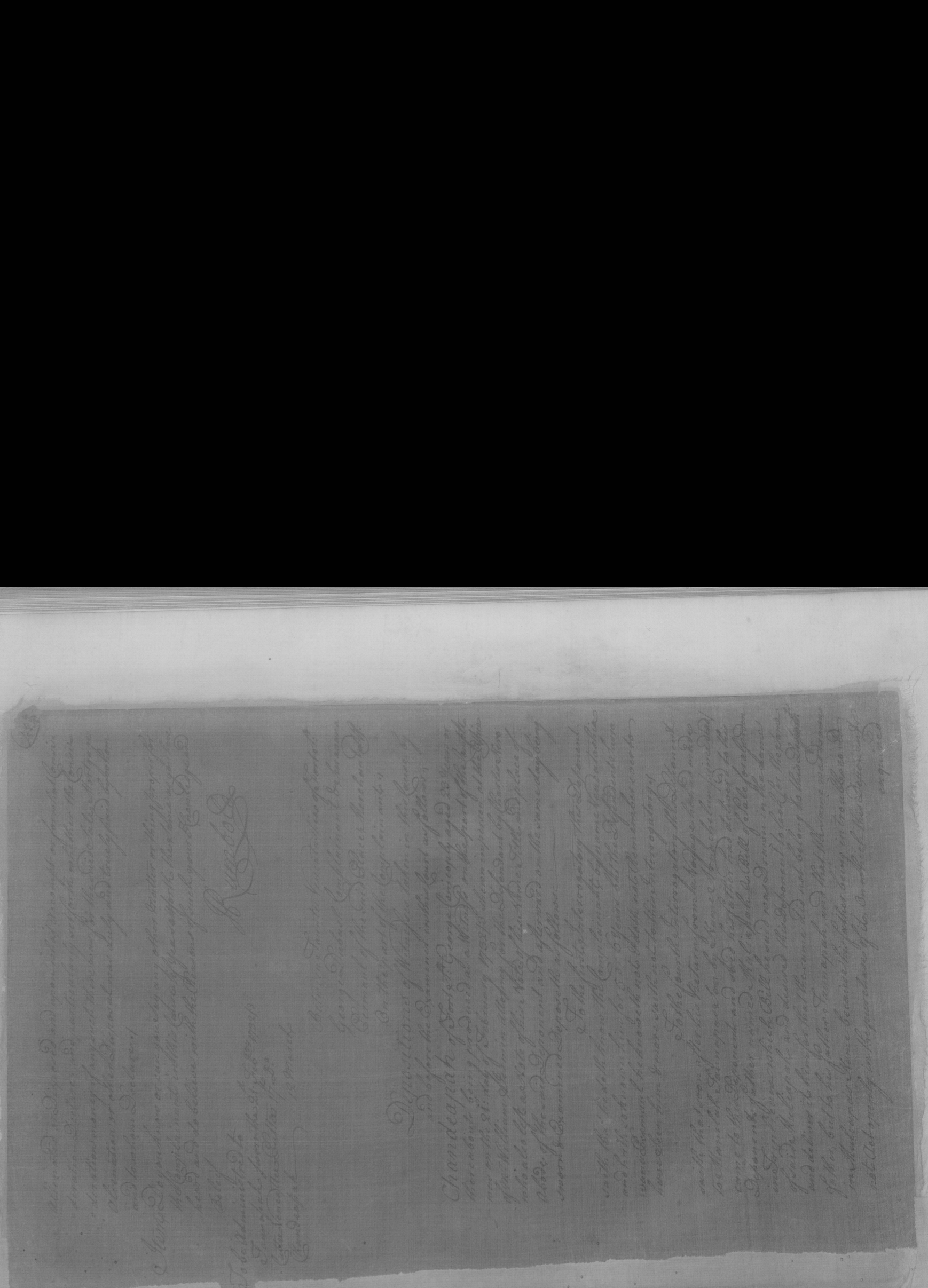
Humbly Complaining Sheweth to this Honble Court Your Orator Sellarum Bowdoo Alias Doss Alias Pulle late of Fort St George Merchant deceased That Your Orators late Father did in his Life time advance and lend unto Tandell Gouapah and Vencattee Pullee Natives of Madraspatnam the Sum of One Hundred Pagodas now being and residing in Madraspatnam for securing the repayment whereof they the said Tandell Gouapah and Vencattee Pullee did give to Your Orators said Father One Note under their hands bearing date the Eighth day of October 1715 thereby Promising to repay the said Sum of One Hundred Pags with Interest after the Rate of Nine p Cent p Annum on Demand as by Translate of the said Note will appear. And Your Orator shews That Your Orators said Father in his Life time and Your Orator since his Decease having often demanded payment of the Principal

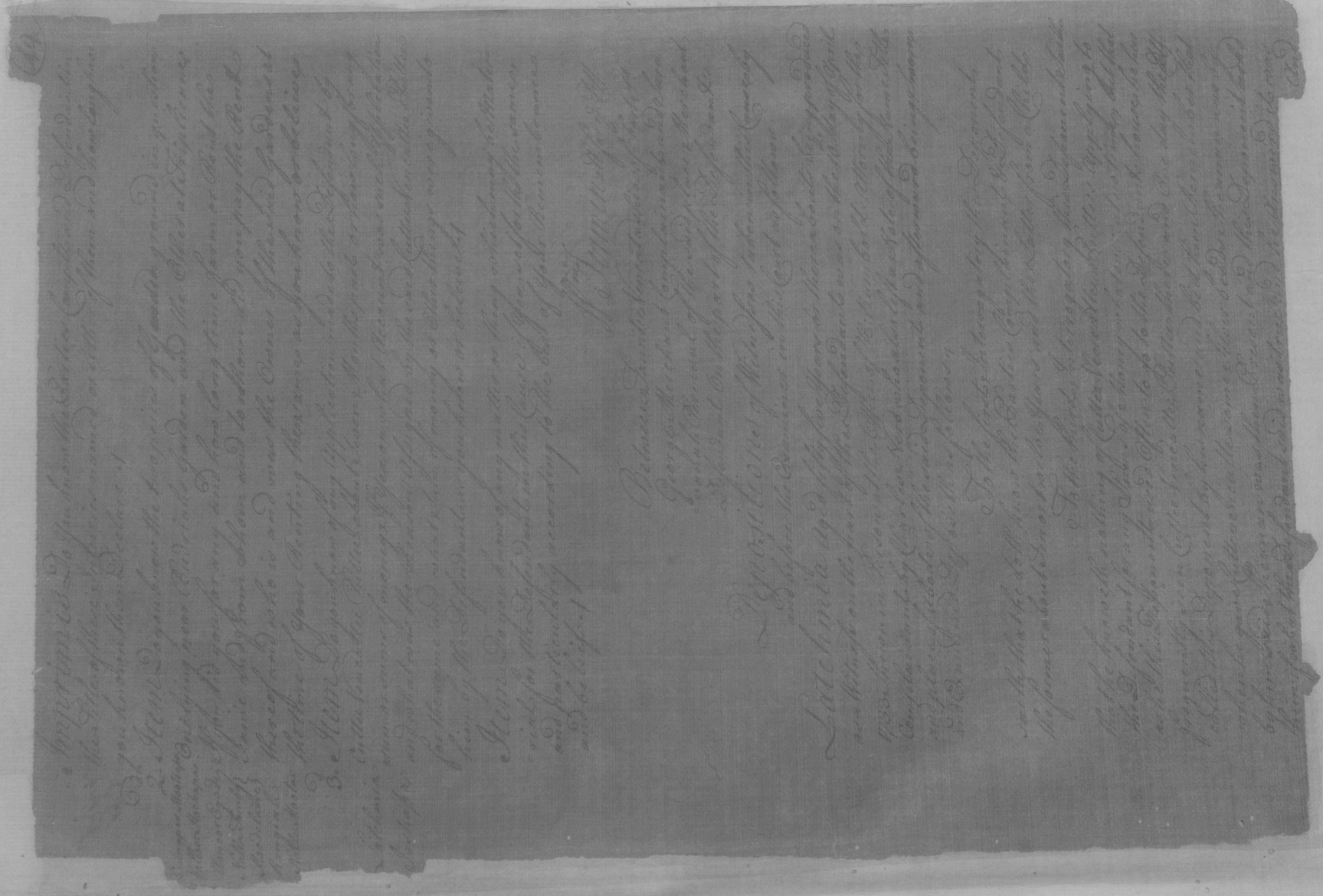
2 And

side of the Land containing about twenty Acres which Lands
doth actually & Equitable belong and Appertain unto Your
Orator and be part and parcell of Your Orators Estate Your Orator
shews that having Occasion to raise a Certain Sum of Money he
did to that End & Purpose the said two pieces of Land to Sale
and some time in the Month of November past Your Orator had
agreed with a Chapman for the purchase of the same upon which
Contract Your Orator did apply unto Mr. John Stratton Register
of this Honble Court for a Bill of Sale to be drawn out agreeable
to the terms on which the said Lands were purchased and Your
Orator going sometime after to see if the said Bill of Sale was
perfected Mr. Stratton did then inform Your Orator that One
Surrevanah Permaul Merchant now residing in Madrass a-
-foresaid claimed to the aforesaid two pieces of Land and
therefore he the said Mr. Stratton could not draw out the
said Bill of Sale or any other until such dispute concerning
the Title was adjusted by Your Orator hereupon did apply to the said
Surrevanah Permaul to know what was his intention in so
doing but not meeting with a satisfactory Answer Your Orator
required him to come and prove his Title to the said Lands if he
had any) before this Honble Court to which the said Surrevanah Permaul
said he would do But wherefore May it please this Honble Court
that the said Surrevanah Permaul doth from time to time
put off neglect and delay to make good such his Pretence to the Lands
aforesaid as he pretends he often admonished so to do not
only by Your Orator but also by the Attorneys of this Honble Court
which Actings and doings of the said Surrevanah Permaul not
only tends to the Injury wrong and Oppressions of Your Orator in
his private Affairs but also to the Obstructing of Justice and Equity
in this Honble Court and for all which Evasions Your Orator
hopes the said Surrevanah Permaul shall make ample amends
and Satisfaction To the End therefore that the said Surrevanah
Permaul may upon his Corporal Oath true direct and perfect
Answer make to all the matters herein set forth as fully and
effectually as if the same and every of them were here again
severally and Interrogated and that he may be Decreed to make
Your Orator such Satisfaction as shall seem meet unto this
Honble Court for Your Orators great and unnecessary Trouble
herein and Cost for the Attempt to stain Your Orators Reputation
and for all such other Ill consequences and Effects which Your
Orator hath sustained by reason of such Actings and doings of
the said Permaul / This is the End of the Bill /

J. Rumbold Solr.

then forthwith deliver the same to him. And this Defendant saith that soon
after the said agreement given by the Complainant to the said Mr Harden he
the Complainant came to this Defendant and acquainted this Defendant
with the discourse which had passed between him the Complainant &
and the said Mr Harden earnestly entreating this Defendant to enable
him to make good his promise by giving him a Bill of Sale of the afores
pieces of Ground assuring this Defendant by many Protestations that
such Bill of Sale if given by this Defendant should never be produced
or brought in Competition with this Defendants Title to the said
piece or parcells of Ground but only be deposited with and remain
in the possession of the said Mr Harden until he the Complainant
could raise Money to pay off the Debt due to him as aforesaid. And
this Defendant saith that by the fair promises and protestations
of the Complainant this Defendant was prevailed with and did write
and sign One Cadjan Note whereby this Defendant did in Consider
ation of the sum of Four Hundred and Twenty six Pagodas therein
mentioned to be paid to him by the Complainant assign & make
over to the Complainant all those two peices or parcells of Garden
Ground in the Bill mentioned but this Defendant doth positively deny
that he did at the time of signing the said Cadjan Note or at any
other time before or since receive from the Complainant or any
other person or persons on his Account the said Sum of Four Hundred
and Twenty six Pagodas or any other Sum or Sums of Money as or
for a Consideration for signing such Cadjan but the same was executed
by this Defendant on the Terms and for the Reasons before set forth and
no other neither was the Possession of the said two peices or parcells
of Ground or any part thereof ever delivered by this Defendant to the
Complainant or any other Person on his behalf but the said two
peices of Ground are now and always have since the purchasing
thereof been in the Possessions of this Defendant or his Under tenants
and the Rents and Profits thereof received and taken by him this Def
which this Defendant Apprehends the Complainant would not
have permitted him to do in case he the Complainant had any just
Title to Demand the same And this Defendant saith he believes
the Complainant might agree with a Peon for Sale of the said two
peices of Ground and that such directions were given by the Complt
to the Register of this Hon'ble Court as by the Bill is alledged for
drawing a Bill of Sale for the same. And this Defendant doth admit
that he did Apply to the Register and request of him to desist from
perfecting the said intended Conveyance which this Defendant
humbly Apprehends and insists he might lawfully do this
Complainant having no Right or Title to the aforesaid Premises
other than the Bill of Sale before mentioned to have been Executed
by this Defendant and which this Defendant doth Aver was Executed
by him on the Terms and Conditions and to and for the Intent
[illegible]





To the first Interrogatory this Deponent saith he knows a Piece of Ground which he hears is now in dispute between the Complainant & Defendant that the same is Scituated near Budriah's Garden and that about five Years ago he and One Connapore Mootewah entered into an Agreemt with the Defendant to give him One half of the Produce of the said Garden for his permission to cultivate the same & have the other half for their trouble & Charges and this Deponent says he believes the said Garden is the Defendants & owns & knows not of any other Claim

To the fourth Interrogatory this Deponent saith that he cannot set forth any other matter or thing Material for the Defendant in this Cause

Eyodey of Fort St George Gardener Aged forty Years a Witness produced & sworn on the part of the Defendant being first duly sworn upon the Holy Evangelists deposeth & saith as follows

To the first Interrogatory this Deponent saith that he hath known the Plantain Tree & Cocoa Nut Tree for Seven Years and the Defendant from a Child

To the second Interrogatory this Deponent saith that he doth know One of the Gardens in dispute but the same was formerly Nagalamma's Scituated near Budriah's Garden that he rented the same of Naraina & Permall about four Years past and allways paid the Rent to him and believes the Garden hath no other Owner

To the fourth Interrogatory this Deponent saith he doth not know nor cannot set forth any other matter or thing Material in this Cause for the Defendt

Nallatombe Moodelair of Fort St George Gardner Aged Thirty four Years or thereabouts being produced as a Witness on the part of the Defendant sworn on the 9th of April 1733 Sworn in Person at the Office of Henry Rumbold Attorney for the Complainant by Charles Nero who also left a Note of the Interpretation

Nero

One Year. To the fourth Interrogatory this Deponent
saith he cannot set forth any other Matter or thing to
the Credit of the Defendant in this Cause.

Willm Mootrie of Fort St George Taylor aged forty five
or thereabout being produced as a Witness
on the part of the Defendant on the 16th of April 1733 was
sworn in person at the Office of Henry Plumbe Attorney
for the Complainant by Charles Lee who left a Note
of the Name title and place of Abode of the said Deponent
and afterward being sworn and Examined Deposeth
as follows.

To the first Interrogatory this Deponent saith
that he knows not the Complainant but do's the Defend.
and hath now known him about One Year

To the second Interrogatory this Deponent
saith the Garden in the Interrogatories
mentioned for that he hath by Letter Authority
enquired after he well knows for that he Rents the Same
Lattice Trees that stand Exit that he Commenced Tenter
of them in the Month of October last that his Agreement is
with the Defendant and he pays his Rent to him and he
knows no Other Owner thereof.

To the fourth Interrogatory this Deponent
saith he cannot set forth any other Matter or thing Mater-
rial for the Defendant in this Cause.

Isaiah of Fort St George Lascar aged forty five
Years or thereabouts being produced as a Witness on the
part of the Defendant now on the 16th of April 1733
sworn in person at the Office of Henry Plumbe Att.
for the Complainant by Charles Lee Notary who left a Note
of the Name title and place of Abode of the said Deponent
and afterward being sworn and Examined Deposeth as
follows.

To the first Interrogatory this Deponent
saith that he hath known the Complainant about
Twenty five Years and the Defendant from his Childhood.

To the third Interrogatory this Deponent saith
that

to make to the Defendant in Lieu thereof for that the Deponent
might well Remember the Defendant had sent him Word of
Sale of the Gardens on which he had borrowed money of Mrs
Worden that he was gone to Virgapatam to Mr Simpson
who was her Attorney Desired the Money & that if he would
make them over to him by Bond he believed he could borrow
money of Nargaw or some other person to make good the
money of Nargaw on those Gardens for the Complts
payment and therefore he desired this Deponent to request
the Defendant to Agree to do which this Deponent promised
and did do but the Complainant refused to Agree saying he
did not know what Encumbrances they for to request by the
Defendant might Lye upon them & by forbid request to buy the
Gardens of them and now wanting to have them under Counter
hand & Seal after the Complainant and Defendant
was with Mr Simpson on this Affair, And this Deponent
was also present and the Complainant Venceatachia there
pretended that the Defendant had sold the Gardens to
him and produced a Cadjan Writing in Relation thereto this Dept
cannot to be Witness to And this Deponent Doth further
then declare he knows nothing of the said Writing &

Sworn in Court the 27th day of November Anno
Domini 1733 before
Mayors Court of Madraspatnam } Venceatachia of Fort St George
Merchant Complt and Chittoman
Permaul of the same place
Merchant Defendant &

This Cause coming this day to be heard and debated before
this Court in the presence of the Attorneys on both sides
& considering the proofs taken on this Cause read and what
was alledged on either side and due Consideration
thereof this Court doth think fitt to Order and Decree
and doth Accordingly Order and Decree that the Complt
do make Oath at the Pagoda that he actually
paid to Tamarapa in the pleadings mentioned and the
Defendant for Tamarapa Account the Sum of Four hun-
dred Seventy six Pagodas & and for the Remainder money
in the Lands in Question and that the Lands in the
Possession of Tamarapa be Delivered over by the Directions
of Tamarapa the in what other persons or Names they be &
further Ordered that upon the Complt taking such Oath
the Possession of the Lands in Question be Delivered them
by

30th March 1738

To the Honourable the Mayor
Court of Modeliarpatnam

Humbly complaining Sheweth to this Worshipfull Court Your Orator Trevengadum late of Fort St George Merchant Son and Heir of Trevengadum late of the same place Merchant deceased That Your Orators said Father did in his Life time advance and lend unto Chaccarah Trevengadum Merchant now being and residing in Madrass the Sum of two Hundred and Eighty Pagodas and the said Chaccarah Trevengadum having paid several Sums in part Satisfaction thereof Your Orators said Father and the said Chaccarah Trevengadum did in or about the Month of September which was in the Year 1730 make up adjust and settle an Account of such Receipts and payments between them on the Ballance whereof there remained due to Your Orator said Father the Sum of Two Hundred and Eighty Pagodas for securing the payment whereof he the said Chaccarah Trevengadum did make and give to Your Orators said Father One of your Note under his hand bearing date the Twenty first of the said Month of September thereby promising to repay the said Sum of Two Hundred and Eighty Pags: with Interest after the Rate of Eight p Cent pr Annum in or before the Month of March then next Ensuing as by translate of said Note ready to be produced as this Hontble Court shall direct will appear And Your Orator shews that Your Orators said Father in his lifetime and Your Orator since his Decease have frequently applyd to the said Chaccarah Trevengadum for payment of the Principal and Interest due on the said Note But now so it is May it please this Hontble Court that the said Chaccarah Trevengadum notwithstanding such Application of Your Orator refuses to enter into such Engagement as aforesaid To the End therefore that the said Chaccarah Trevengadum may upon his Corporal Oath true and perfect Answer make to all and every the matters aforesaid as fully as if the same were here again repeated and Interrogated and be Decreed to pay Your

And Your Orator shews that on the 2. day of May last Your Orator presented the said Bill to the said Gopaul Dauze who accepted thereof & promised payment of the Sum therein mentioned But now so it is may it please this Honble Court that the said Gopaul Dauze hath not paid Only the Sum of Two Thousand Pagodas in part of the Monies of the said Bill To the End therefore that the said Gopaul Dauze may Answer the Premises & be Decreed to pay Your Orator the Sum of Two thousand nine hundred Pagodas residue of the money due on the said Bill with Interest from the time the same became payable and that Your Orator may have such further and other relief in the Premises as shall be Agreeable to Equity and good Conscience As This is the End of the Bill

W Sermon
Att for Pet

Mayors Court
Madraspatnam

Fryday the 15th day of November
Debt 1732
Between George Horton
Bill Exp Complainant & Gopaul
Dauze Defendant

Upon reading the Plaintiffs Petition and also Bill of Exchange drawne Indorsd and Accepted by the Defendant for the Sum of Four Thousand Nine hundred Pagodas and the Defendant appearing in Court and Acknowledging that he had paid Only Two thousand Pagodas in part thereof This Court doth think fitt to Order and Decree as it hereby Orders and Decrees that the Defendant doe pay unto the Plaintiff the Sum of Two thousand nine hundred Pagodas with Interest from the 27th day of May last the time the same became payable together with the Costs of Suit

J Hall

Feb. 6th 1732/3

To the Honourable the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court the United Company of Merchants of England trading to the East Indies that David Murray late of the Town of Madraspatnam Gentleman was for several Years Employed in the Service of Your Orator in the Station of Gunner at Fort St George and in Consequence of such Post and Entrusted with the keeping and Possession of a great quantity of Military and Naval Stores Belonging

Remains of the Stores under the Care of the said David Murray
is the proper hand Writing of him the said David Murray.

Account then in read, whereunto was further annexed
an Abstract Carriage of the Cash Received for by the Court to prove the
Same whereby Appear that there was any Deficiency in such Stores

John Dawson Sworn to the Parts of the Defendants
Deposeth that there were Six Mortar Carriages under the Care of the
Defendants Testator And that about 5 Years last past One Mortar
Carriage standing at St. Thomas's Point being very much decayed
and Rotten with the Weather the Defendants Testator did Order
the same to be broke to pieces In Order to preserve the Iron
Carriages then standing at the said Point from being destroyed
by those Vermin And this Deponent saith That the said Mortar
Carriage was accordingly pulled to pieces And the Iron belong-
ing thereto Carried to the Gunners Battery and the same remains
there to Carried to the Gunners Battery and the same remains
the Possession and under the care of the present Gunner as this
Deponent Verily believes. And this Deponent saith that the
Wood of the said Carriage was so very Rotten that the same was unfit
even for Firewood. And this Deponent saith he doth not know
what the Charges of making such a Carriage might Amount
to, but this Deponent saith that the Defendants Testator Di
cause a Models to be taken of such Carriage that he might not be
at a Loss for the Several Dimensions thereof when Occasion
should require another to be made. And this Deponent saith
that he doth verily believe the Reason why the said Carriage was
not wrote Off to Profit & Loss in the Company's Books as is cus-
tomary when things are decayed & unfit for Service by long
use was That such Accounts being taken but Once a Year in
the Month of April or May at which time the Testator was
Generally much Indisposed and thereby rendered incapable of
any Application to Business & Consequently of taking the proper
Methods for having the said Carriage wrote Off from his Account
Remarks.

Lawrence Fisher sworn on the part of the Defendants
Deposeth that he hath been in the Service of the Company as a
Quarter Gunner for the space of Twenty Years past And this De-
ponent Saith that there were Six Mortar Carriages under the Care
of the Defendants Testator And that about 5 Years past One Mortar
Carriage then standing at St. Thomas's Point being very much decayed

Of

Thomas Murray late of the same place
Gentleman Answers & Defendants

& the said Executrix saving to herself all Advantages of
exception to the Uncertainties Insufficiencies and Imperfections
of the said Defendants Answer for Replication thereunto saith
that all & Every the Matters and things in the Replication
contained are true as the same do therein & thereby
appear & not the Answers of the said Defendants to the said Bill
of Complaint insufficient & Imperfect to be Replied unto
and the Replicant as hereby is Ready to Averr Maintain and prove this
same as this Honble Court shall Award and humbly prays as in
& by their said Bill they have already Prayed &c

Mathews Cuttat Atty for Compt

Tuesday the 19th day of June Anno Dom
1733. Between the United Company of
Merchants of England trading to the East
Indies Complainants and Nathaniel
Turner and Andrew Munro Executors of
the Last Will and Testaments of David
Murray Deceased Defendants

This Cause coming this day to be heard and debated before this
Court in the presence of the Attorneys on both sides Entering
the Bill & Answers and also an Account Remains of Effects
belonging to the Complainants formerly under the Care of the
said David Murray Dead. And the Examinations of Witnesses
Whereupon produced as well on the part of the Complainants
as of the Defendants and what was alledged on Either Side
and due Consideration of the Premises being had and the Court
not thoroughly Informed of the Matters in Question now for the
Reasons aforesaid the Court being of Opinion that the Estate of
the said David Murray not Chargeable for the Loss of
the said Carriages tho' the same had not been regularly Insured
off from the Account but Court doth think fit to Order and
Decree and doth accordingly Order and Decree that the Complts
Bill do Stand Dismissed out of this Court and that Each Party
Pay their own Costs

Mayors Court of
Madraspatnam

Tuesday the 26th day of June Anno
Domini 1733 Between Peter Paramin
Gentu of Porto Novo Complaint
Complainant and Antonio Natal Pa
Portuguese Merchant Defendant

Upon reading the Plaintiffs Petition and also Translated
a Note under the hand of the Defendant dated the 1st day of April
1725 And the Defendant appearing in Court and Acknowledge
the Execution of the said Note and the Justness of the Plaintiffs
Demand This Court doth thereupon Order and Decree and
doth accordingly Order and Decree That the Defendant do pay
unto the Plaintiff the Sum of Sixty six Pagodas Twelve Fanams
and Sixty Cash being the Principal and Interest due on the
said Note and also the further Sum of P 2.18 being the value
of 18 Measells of Paddy together with the Costs of Suit

J Call

To the Honourable the Mayors
Court of Madraspatnam

Humbly Complaining Sheweth to this Honble Court Your
Orator Edward Harbison Esq. Executor of the Last Will and
Testament of Captain Richard Holden deceased That
Somadrue Moodelaire Merchant now being and Residing
in Madraspatnam died in or about the Year of Our Lord 1726
receive and take of and from Your Orators Testator One Chest
of Coral of the Value of three thousand Pagodas and upwards
which the said Somadrue Moodelaire sold and disposed of
and hath converted the money arriseing by such Sale to his
own use And Your Orator shews That the said Captain Richard
Holden in his Lifetime and Your Orator since his Decease
have frequently applyed to the said Somadrue Moodelaire
to account with and pay Your Orator for the said Coral But
now so it is may it please this Hon.ble Court that the said
Somadrue Moodelaire contrary to Equity refuses to give Your
Orator any Satisfaction in the Premises To the End therefore
that the said Somadrue Moodelaire may upon his Corporal
Oath true and perfect Answer make to all and every the matters

aforesaid

being whatsoever and prays to be hence dismissed with his
reasonable Costs in this behalf most wrongfully sustained.

Mathias Cutler
Att. for the Complt.

Copy of Part of a Consultation held in
Fort St. George Jan.y 8. 1723/4

Captain Richard Holden delivers in a Paper
relating to a Chest of Coral last when he was here the last
Voyage as also a Letter from Mr. Tobbin to him relating thereto
which are Read and entered after this Consultation.

There being several passages in
the late President Mr. Hastings's books referred to in the said
papers which are not ready and Mr. Tobbin being out of Cash
the Board thought fit to defer the Examination till Friday
Morning

A true Copy
George Farrant
Secretary

Copy of a Letter from Capt.n Rich.d Holden
to the Honble Pres.t & Company

To the Honble Nath.l Elwick Esq.r
Pres.t & Gov.r of Fort St. George & Council

Honble Sirs &c.a

In the Year 1720 I brought with me
a Chest of Cor.l consign'd to Simon Francis de Bernal and
Francis Hastings Esq.r which was deliver'd here ashore; my
Purser which Signd to the Bill of Lading having neglected
to take them up Occasioned a Demand from the Consignees
Abraham and Jacob Franco for the said Chest w.ch amounted
to £ Sterling 1280. 9. 6. and for w.ch I paid them was off their
Receipts, it appears since my Arrival here that this same
Chest was Clandestinely conveyd away after the deceased
Mr. Bernell & no ways brot to the Credits of his Acco.t and
having had Intelligence that Sumadoo the then Comicoply
to Mr. Hastings did privately sell in the Black Town in
Mun Kesteda's Godown some Coral Amounting to Pag.s
2666. 35. gives me just grounds for Suspicion that he
Was

"Sumadroo to lend him some, Sumadroo having no ready money "told him that he had a Chest of Coral, he bought of Mr Draper "for Pagodas 2210. which he must send to Mar Rhenas house in Orda "to be disposed of & that he would give him half they profit upon "it & likewise lend him as much as was necessary of the Produce "accordingly the Saturday following Sumadroo took the Chest "out of Godown opposite to the Company's Cathologoroon and "sent it by One Coopia to Mar Rhenas house & Ordered two Seapoys "to watch it till Sunday in the afternoon when Sumadroo "with the said Coopia and Merchant came & broke Open "the Chest whereby they weighed & agreed & sold the Coral also. "amounted to Pag.s 2666, 33. - & Sumadroo gave him a "Note on Naik Chinnee Tombea to receive Pag.s 1957: 34 - "of the same and that in October following after he was im- "prisond by the Presid.t and Council, the said Sumadroo came "to him Called'd he was considerably in his Debt and "desird he would give him a Note under his hand for Pag.s "A1425. of which he mentiond the Coral 2000 Pag.s and the "rest he would give him an Account of when Mar Rhena "should be at Liberty or should come to Adjust their Acco: "which he accordingly consented to but now sends that "Sumadroo rec.d the before ment.d Sum out of Mr Hastings's "Cash which Occasions his great Debt to that Gentlemans "Estate.

"Indeed I was also very suspicious of that Entry in Mr Hastings's Cash book & thought it very unreasonable of the then Accomptant to pay Mar Rhena the Sum of A1425 Pag.s for Coral &c.a for which he was never Charged when at same time he was the Owner of 2000 Pag.s in Mr Hastings's Debt & also imprisoned and when Sibbrivenb Mr Hastings was daily importuned by the Gen.l Council for Cash to defray their Charges Garrison Batta &c.a to Mr Hastings ing was then incapable of inspecting into his Accounts and that he gave the Accomp.t a general Release under his hand & Seal I thought it insignificant for me ever to mention it.

After Mar Rhena gave the above Acco.t of the Chest of Coral Mr Fleetwood desird me to inspect into Mr Hastings's books & see if Sumadroo was debted for the same & whose acc.t with the deceas'd there is no

mention

Copy of part of a Consultation held in Fort St. George January 10. 1723/4

The affair of the Coral being taken into Consideration and Capt.n Holden attending the Board the Representation and Letter were again Read after which the Presentation & Letter were again Read after which the Hastings's Cash Book was produced wherein were the following entrys Viz.t

On the Debtor side

1721
October
To Coral Sold ..... Amounting to ... 36584:29:40

On the Creditor side

October
By Mar.s Rivas for Coral & Sundry Goods as p.r his Note ..... 1125.— —

Mr. Hastings's Journal being produced there was found an Entry for Pag.s 36584 Ps. 40. wherein Coral is debted to the Several Owners that Sum of their Proportions of the said Coral sold which in Due Course is Credited as above in Cash

These papers were produced by Capt.n Holden together with an Acc.t of two parcells of Coral said to be Sold in the Black Town by Sumeadrue amounting to Pag.s 2666 ps 33 p.s from which it was urg'd that as to plainly appeard there was none of the Coral Sold by Mr. Hastings that Amounted to that Sum, it was reasonable to believe Sumeadrue had Convey'd away the Chest in dispute & Sold it for the Sum of 2666 ps 33 p.s — And thereupon Capt.n Holden desir'd Sumeadrue might give an Account thereof

Sumeadrue being then called delivered in an Acco.t of Coral bo.t in Co.t with Mar.s Rivas for the Sum of Pag.s 3894:10:65. And Sold for 3911:31:50. of which the said Mar.s Rivas was to have half the Profits as is more particular expressd in the Acco.t entred after this Consultation On the Credit whereof is an Entry of One parcell sold Gredanarayes for the Sum of 2413 ps 35 p.s And another

(77

Marks and Numbers FAI No.1 / 18 Nrs. / FMDW2

Brought Ashore the 15th July 1920 in Boat No 3 where

Upon the Capt. desired he Might have a Certificate

that we had found Such an Account that he might

Satisfie the World he had not Conveyed Away the

Ghost And his Reputation be Cleared thereby

A true Copy

George Torriano

Secr.y

Mar Kind ..... Dr. J. Cotes ..... Cr.

To Rice 45 Garse 380 Mercals @ 41 Pag.s p Garse
p Garse 1883.34.16
Deduct n.t Sold for ready Mo. 35.118¾ 1446.22.76
437.11.20

To Nina Taher bill of Exchange v.r. of time as p. ... 230.--.--

To Plate Copper 1208½ @ 66 p Candy 163.13.76

To Coral Beads 2 Chests Viz.t
N.o N.o 2. 1 Chest q.t 11 Peasmans 41 Pun.s Viz.t 02 24.97¾
at 4" 1/10 p Seer 1380.32.65

I M C N.o 1. 1 Chest q.t Viz.t
Cruzadoes 5 Pun.s 783½ at 7 p.m 00 9.14.--
Do. ..... 9 Do. 1272 at 10½ 1484
2055½
12 Pun.s ounces 455 3/4 ——— 3394.10.65

To Sadaseroma's Bill of Exchange p.r Juggoo ... 210.--.--

Pagodas 4425.--.--

A True Copy
George Torriano
Secr.y

By Your Ballance as which Mr. [illegible] P. J. C.
Joshua Draper gives me Credit as p. [illegible]

Copy of Part of a Consultation
held in Fort St. George 20th Janry. 1720/1
Present Mr. Sumner Emmerson and Hubbard deliver
in a Report According to Order of Consultation of the
20th. of June in Relation to a Chest Coral Conveyed away
clandestinely from the Sea Gate and Secreted Ever
Since as by said Consultation which is Read and
Ordered to be Entered hereunder and Advised to
the Court of Directors in Our General Letter by
these Ships.

A true Copy
George Torriano Secry.

Copy of the Committees Report
concern the Chest of Coral

To the Honble James Pitt Esqr
Pres. & Governour of Fort St. George
& Council

Honble Sr &c

In pursuance to your
Order in Council of the day of We have made
all the Enquiry we can of the Chest of Coral
Marked FMA No. 1 taken out of Ship Mary Anne
1720. And though Your Honr &c. were pleased the
30th of June last by a Paper fixed at the Several
Gates of the Town to Offer Reward of Three Hundred
Pagodas to be paid Immediately to such Person or persons
as should bring Sufficient Information or proof by
Whom or by what Person said Chest of Coral was
Conveyed Away and Could Yet We have not had
Any Information or been able to discover what
became of the aforesaid Chest of Coral
We have Examined Mr. Hastings
Coney copley Seymadore of this Chest of Coral

Deponitum of Thom Cencatty Pretty taken and
Sworn before Samuel Banks Esq.r Mayor this 9.th of
March 1732/3

This Deponent saith that soon
after Governour Hastings death there was a
Demand made on Mark Kistna his Dubash
for a Ballance of 4500 Pag.s or thereabouts due to the
said Estate that Mark Kistna Desired this Depon.t
to go with him to Mr. James Tobbin Mr. Hastings
Bookkeeper to Examine into the Account And
being come there Mr. Tobbin produced an Acco.t
between Sumadrue and Mark Kistna the ballance
of which was Carryed to Mr. Hastings Account with
said Mark Kistna in which Account of said
Sumadrue's This Deponent saith that there was
two Considerable Articles One of 2000 Pagodas which
this Deponent thinks was for a Bill of Exchange &
One of Coral for 2500 Pagodas or thereabouts to which
Last Article Mark Kistna Excepted And this Depo.t
Desired Mr. Tobbins to Look in his Account of Coral
If he could find Any thing Relating to that Article
But in the said Account there was the Exacte Nro
Number of Chest Sold that had been received and
no Mention of this Parcel of Coral to Mark Kistna
Whereupon Mr. Tobbins Imediately Charged Sumadrue
with a Chest that had been Lost on the coming ashore
Upon which there was then a Petition laying before
the Counsil for which Cause Mr. Charles Fleetwood
was Attorney which Mark Kistna hearing told Mr.
Tobbins that Sumadrue did One Night bring to his
House a Chest of Coral and that the Coral was sold
But the Chest and Mark was still at his House
Sumadrue Afterwards Accomodated these Depu-
with

Decided And further this Deponent saith that himself
Have not Personally Bobo for their Abiding by the De-
Cretation and more Saith not
Sworn come to Mark 1732/3 Ervapah,
Samuel Stokes Mayor

Deposition of Vencatty Putty Conycopty to the
Decend Mark Kistna taken and Sworn before Samuel
Stokes Esqr Mayor This 30th March 1733
This Deponent Saith That when Govr Hastings came
Up here Mark Kistna Left him to look after Some Affairs
at Fort St David where this Deponent stayed near fourteen
Months That some Small time after this deponents
Coming here Mr Hastings was removed from the
Government And this Deponent and Mark Kistna have
Some Disputes was under Confinement for Some time at
Fort St David and the Same when he was brought up
here So that this Deponent saith he could not know any
thing About the Chest of Lost Coral Enquired After Nor did
never so much as hear of it till one day When Mark
Kistna was under Confinement wanting Some body to
Examine his own Accounts he had sent for this Depont
And the Noise About the Aforesaid Coral being then Loud
in the Town This Deponent Asked Mark Kistna what
Was the Cause of this report who told this Deponent that
A Ships Capt had put a Petition in Council Against Sama-
Dare for the said Lost Chest of Coral Supposing he must
have been Some how Concerned in the Carrying Away And
that that day the Council had Acquitted him and more
This Deponent knoweth not.
Sworn Before me 30. March 1733 Vencatty putty

Samuel Stokes
Mayr

him to give Now he may Deny a Letter in my Name and
to invite this to give Caution of it that you may Declare I
never gave him Such a Letter, I know him to be Such a
Roque I know Nothing of this Matter, Not Impossible but
he may Endeavour to Prevail on my Brother who is a
Young Man at Madras Named Narrain & you must
take Care to hinder it for Such Things may be the Ruine
of our Troops

Copy of Part of Consultation
held in Fort St. George June 20th 1726

The Secretary Reports that According to
Order in Last Consultation an Advertizement had been affixed
upon the Sea Gate & other Gates of this City Relating to the Chest
of Coral that was Conveyed away from the Sea side on Sea Gate
in 1731

A true Copy
George Lamiano Secy

Mayors Court of Madrapatnam

Tuesday the 20th Day of June Anno Dni
1732 Between Edward Harrison Esqr
Executor of the last Will & Testament
of Richard Holden Deceasd and
Sumadhu Moodelare Merchant Defendt

This Cause coming on this Day to be heard and Debated
before this Court in the Presence of the Attorneys on both sides
on hearing the Bill and Answer and also the Depositions
of Paum Veneatty Pully, Ershapah Veneatty Pully and
Devaroy & also Extracts of Severalls Consultations relating to
the Chest of Coral was Claimed by the Complainant from ye
Defendant Read and what was Alledged on Either Side &
Due Consideration thereon This Court Doth think fit
to Order and Decree and Doth Accordingly Order and Decree

That Eleven Years being Elapsed Since the Decease of
the said Simon Coupe & tho the strictest Enquery hath
been made after the Relations of the said Simon Coupe
Yet none Appearing to claim the said Sum Your Rets
conceive themselves Intitled thereto as Heirs of the said
Sarah Coupe who was the Widow and only next of
Kin of the said Simon Coupe the Intestate Your Petitioners
therefore Humbly pray this Honable Court That the said
Messrs Nicholas Morse and Charles Rees may pay
Your Petitioners the said Sum of Six Hundred and Nine
Pagodas twenty Nine fanams and ten Cash Your Petitioners
being ready and Willing to give Security to Refund these
Several Proportions of the said Sum in case any demand
shall be hereafter made by any the Relations of the said
Simon Coupe And Your Petitioners shall pray &c.

April 20th 1733

To the Honoble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto Your Honourable
Court Your Orator William Keith Chief Mate of
the Recovery Snow that Captain James Lawdon is
Indebted unto Your Orator the Sum of Four Hundred
Rupees on Account of Nine Months Wages Due unto
Your Orator which Sum has frequently been demanded
by Your Orator of and from the said James Lawdon but
hitherto without Effect To the end therefore that the s.
James Lawdon may upon his Corporall Oath true and
Perfect Answer make to all and Every the Matters afore
said as fully and Effectually to all intents and Purposes
as if the same were here again Repeated and Interrogated
And that your Orator may have such further and
other Relief herein as may be Agreeable to Equity
& May it please

Voyage and his advance and pay to the Complainants
Sum of One Hundred and Eighty Rupees being for
four Months Wages in Compound for the Service to be by
him the Complainant performed on Board the said
Brigantine Recovery in the said Voyage and this Defdt
saith that the Complainant did go on Board the said
Vessell and proceeded with this Defendant thereon as
his Chief Mate to the Port of Syrian in Rajue aforesaid
and this Defendant saith that sometime after his
Arrival in Syrian this Defendant seeing the Complaint
on Shore and for neglecting his Duty on Board the said
Vessell did order the Complainant immediately to repair
on Board the said Vessell with a Boat Load of Goods
then going over the River on this Defendants Account
But Instead of obeying this Defendants Orders the
Complainant permitted the said Boat to go without
Examine After come to this Defendant at the English
Factory at Syrian and desired to speak with this Defdt
who immediately went to the Complainant and after
some Discourse had passed between the Complainant
and this Defendant touching his the Complts disobedi-
ence and disregard to the Orders given him by this Defdt
The Complainant did tell this Defendant That in Case
he this Defendant disapproved of his this Defendants
Management and behaviour this Defendant might
Discharge him from this Defendants Service Whereat
and by the Saucy and Impertinent Language given
this Defendant by the Complainant and which this Defdt
Purposely omits to report this Defendant being exasperated
did strike some Words to the Complainant he might
go hang himself or Used Words to some such Effect
Whereupon the Complainant Returned on Board the said
Vessell and in a Private and Clandestine Manner did

being Indebted One Month and Ten days Wages to this Defendant as aforesaid And this Defendant saith that from the time of the Complainants having the said Vessell in Charge which was in or About the Month of June 1732 untill this Defendant returned to this Place in the Month of April last This Defendant did never see or hear from the Complainant And this Defendant saith he doth deny that he is indebted to Complainant in the Sum of Four Hundred Rupees for Wages due to him for Nine Months Service on Board the said Brigantine Recovery as by the Compts Bill is Alledged But on the Contrary this Defendant saith that the Complainant is Justly indebted to this Defendant in the Sum of Sixty Rupees on Account the Imprest Received from this Defendant as before Mentioned the Complainant always refusing to do his Duty on Board the said from after the 31st Day of March 1732 at which time the Complaint Deserted the Service of this Defendant as aforesaid And this Defendant prays to be hence dismissed with his Reasonable Costs in this behalf most wrongfully Sustained

William Sorrein Attor
for y^e Defendant

The Replication of Mr
William Keith to the Answer
of Mr James Sauders

THIS Replicant saith that he does admit that he was Shiped Chief Mate on Board the Brigantine called the Recovery Round on a Voyage from y^e Port of Calcutta in Bengall And that he did Receive Four Months Wages or Imprest in part Payment for the Voy^e to be performed by him the Replicant And that he the

Sons and went to the Defendant and Expostulated the
Matter with him And being told by the said Defendant
that if he the Replicant was willing to be discharged
out of the said Defendants Service he the Defendant was
Willing to Discharge him and Desired the Replicant to go
on Board without any Warmth or ill Language to bring
to him the Defendant then on Shore the Ships Accounts
which the Replicant did the Next Morning and Delivd
the said Accounts unto the Defendant who received &
Examined all and Singular of them with a Great deal of
calmness and Patience in the Presence of Mr Crawford,
the Serivan and Several others and gave the said Accts
unto his Serivan and afterwards went himself to
one Named Little Andrew and Several others in order
to Ships any of them his Chirsmate in the Room
of the Replicant who all Refused to sail with him
Thirdly The Replicant Admits that at the time when
the Replicant was discharged that was indebted unto the
Ship One Month and Ten days Wages on Account of the
Imprest Received from the Defendant in Bengall as
Abovement and But the Replicant humbly Apprehend
and Insists that he is Discharged from the said Debt
by the Defendants Male Conduct and Inhumanity
Exercised on the Replicant when forced on Board the
Aforesaid Vessell the Recovery having been before dis-
charged by the Defendant.
Fourthly it does not Appear that the Defendant had
so much reason to be Apprehensive of the Replicants
Leaving him in a Clandestine Manner as is Alledged
by the Defendant in Excuse for his keeping the Replt
close confined when forced on Board and in the Possession
and at the Mercy of the Defendant whose Designs Ends
and Purposes the Replicant can't tell But the Defts

Replication thereunto Saith that all and Singular the Matters and things in the Replicants said Bill contained are true as the Same are therein Alledged & that the Answer of the said Defendant to the said Bill is very Untrue Insufficient & Insufficient to be replied unto &c This Replicant is Ready to Aver Maintain and prove the Same as This Honoble Court shall Award & humbly Prays as in and by his said Bill he hath Already prayd

Matthias Coutts Att.ys
for Compt

The Rejoynder of James Lauder Defft.
to the Replication of William Keith.

The said Defendant now and at all times hereafter saving and reserving to himself all Benefit and Advantage of Exception to the Errors Uncertaintys and Insufficiencys of the said Replication Saith he admits the Replicant did bring to this Defendant the Sum of Two Hundred Rupees from on Board the Recovery and at the same time did tell this Defendant that he could not take in a Boat Load of Rice then Lying along Side the said Vessell on Regard the same would be in the way until the Pumps were fixed which were then ashore But this Defendant Saith that Such Pretence was only an Excuse made use of by the Replicant to get from on Board the said Vessel the said Boat Load of Rice being afterwards taken in by the Second Mate Pursuant to an order sent to him by this Defendant for that purpose and the Pumps afterwards fixed without any difficulty This Defendant saith that the Replicant having thought proper in his said Replication to Charge this Defendant with Male Conduct and Inhumanity in Order to Clear himself from these

His Misbehaviour and that the Replicant refused to
Act in the Navigation of the said Vessell during the
Prosecution of the Voyage from Pegue to Mergy Yet this
Defendant during all this time did permit the
Replicant to Eat at this Defendants Table and use
a freedom there Equall with himself This Defendant
saith he doth deny that he did at any time discharge
the Replicant from his Service or that he did ever
refuse this Replicant to act in his Station on board
the said Vessell as Chief Mate But the Replicant
Always refused to concern himself with the
Navigation of the said Ship after this Departure
from Pegue as in this Defendants Answer is mentioned
And this Defendant saith that Supposing the Sum of
Four Hundred Rupees to have been due to the Replicant
for Wages as Chief Mate of the said Vessell as by him
is Alledged Yet this Defendant Humbly Insists that
the Replicant having fled from and Actually Left
the said Vessell on her Arrival at Mergy (As he admits
in his said Replication) did thereby forfeit all and
whatsoever might be due to him on Account the
Service by him performed therein before that time And
this Defendant Saith he did omit to prosecute his Suit
for the Sum of Sixty Rupees due to this Defendant on
Account the Imprest received from this Defendant in
Bengall in regard to the Poverty of him the Replicant
But this Defendant Humbly hopes that as the Replicant
has commenced this Suit against this Defendant
without the least Appearance of Equity (as this
Defendant conceives) this Honourable Court will decree
the Replicant not only to pay this Defendant the said
Sum of Sixty Rupees but also the further Sum of
Twenty Rupees Expended by this Defendant in

Interrogatories to be administred to such Witnesses as shall be produced sworn and examined in a certain Cause wherein William Keith Mariner is Complainant and Captain James Lauder is Defendant on the part of the Complainant

Impr mis Do you know the hand writing of Mr Paulo Anmond Chief Magistrate of Mongy Declare

Pedro Thomas

Do you believe the Subscription affixed to this declaration or affidavit to be the Sign and hand writing of the afores. Mr Paulo Anmond Chief Magistrate of Mongy if so Set forth the Same as you know and do believe

Math. Butts
Atty for the Compt.

Between William Keith Complainant
&
James Lauder Defendant
on the Part of the Complainant

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

Pedro Thomas Aged about Fifty four years being produced as a Witness on the Part of the Complainant was on the 29th July Sworn in Person at the office of William Innis Attorney for the Defendant by Chas Nero who also Left a note of the name title and place of abode of the said Deponent and afterwards on the Same Day on his Second Oral word being Examined Deposeth as follows

To the first Interrogatory this Deponent Saith he Doth know the hand writing of Paulo Anmond Chief Magistrate of Mongy

To the Second Interrogatory this Deponent saith that the hand writing Signed to the Paper now Produced him) with the name of

Interrogatories to be administred to such Witnesses as shall be produced sworn and exam-ined in a certain Cause wherein William Keith Mariner is Complainant and Captain James Lander is Defendant on the part of the Complainant

Interr 1st Do you know the hand writing of Mr Paulo Ammont Chief
Pedro Thomas Magistrate of Smyrna Declare

Do you believe the Subscription affixed to this declaration or affidavit to be the Sign and hand writing of the aforesd Mr Paulo Ammont Chief Magistrate of Smyrna if so Set forth the Same as you know and do believe

Mathe Watts
Atty for the Compt

Between William Keith Complainant
&
James Lander Defendant
on the Part of the Complainant

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

Padre Thomas Aged about Fifty four years being produced as a Wit-
ness on the Part of the Complainant was on the 17th day of July sworn in Person
at the office of William Jennin Attorney for the Defendant by Chas Nero
who also Left a note of the name Stile and place of abode of the said Depo-
nent and afterward on the Same Day on his Sacred oral word being Examined
Deposeth as follows

To the first Interrogatory this Deponent Saith he Doth
know the hand writing of Paulo Ammont Chief Magistrate of Smyrna

To the Second Interrogatory this Deponent saith that
the hand writing Signed to the Paper now Produced him (with the name
of

Interrogatories to be Administred to such Witnesses as shall be produced sworn and examined in a certain Cause wherein William Keith Mariner is Complainant and Captain James Lauder is Defendant on the part of the Complainant

Imprimis Do you know the hand writing of Mr Paulo Ammond Chief Magistrate of Mergy Declare

Petro Thomas

Do you believe the subscripton affixed to this declaration or affidavit to be the Sign and hand writing of the above Mr Paulo Ammond Chief Magistrate of Mergy if so Set forth the same as you know and do believe

Math: Witts
Att: for the compt:

Between William Keith Complainant
&
James Lauder Defendant
on the Part of the Complainant

Depositions of Witness to be taken this Cause by and before the Examiners in this Court as follows

Petre Thomas Aged about fifty four years being produced as a Witness on the Part of the Complainant was on the 27 July Sworn in Person at the office of William Simm Attorney for the Defendant by that Name who also Left a note of the name title and place of abode of the said Deponent and afterward on the Same Day on his Second total word being Examined Deposeth as follows

To the first Interrogatory this Deponent Saith he Doth know the hand writing of Paulo Ammond Chief Magistrate of Mergy

To the Second Interrogatory this Deponent saith that the hand writing Signed to the Paper now Produced him with the Name of

from Pegue aforesaid to the port of Mergy refuse to admit the Compt to
act on the Navigation of the said Vessell on his Station as first mate and
what was the Reason or Occasion that the Compt did not act in the said
Station during the said Voyage and by or with whose order or permission
did the Compt leave the said Vessell while he remained at Mergy as you know
or believe

5 Item Did the Compt at any time make application to you or any other
person or persons and whom to give Evidence on his behalf in this Cause If
yea what was the purport of the Evidence by him proposed to be given and
was the Reason that the Compts request was rejected as you know or believe

Between William Keith Complainant
&
James Saunders of Fort St George merchant
Defendant on the Part of the Defendant

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

David Strang Aged twenty Six years or there about being produced as
a Witness on the Part of the Defendant was one the second of July Anno in
Person at the office of Mathias Lontts attorney for the Complainant by Char
-les Greenwood who left a note of the name Title and place of abode of the said De
-ponent and afterward on the same day being Sworn and Examined Deposeth
as follows —

To the first Interrogatory this Deponent saith he doth
know the Parties Complainant & Defendant and hath so known them —
about three years

To the Second Interrogatory this Deponent saith that
the Complainant William Keith at Calcutta in Bengall was entertained abt
3 years past by the Defendant then Master of the Brigantine Recovery as his
Chief mate that he proceeded his Voyage from thence to Pegue as such and this
Deponent saith that he never know that he was Discharged from such
office —

and necessary and went a shore again the Spell was then three months and
when She was Ready To Sail the Complainant was not to be found

To the 5th Interrogatory this Deponent Declares not
Sett forth any things else material to the Defendant

Marks of ℞ David Sarang

Manoel Henriques aged thirty four years or there about being pro
duced as a Witness on the Part of the Defendant was on the 29th June Sworn
in Person at the office of Mathias Coutts attorney for the Complainant by
Charles Nero who left a note of the Name Style and place of abode of the said
Deponent and afterwards being Sworn and Examined Deposeth as follows —

To the first Interrogatory this Deponent saith that
Doth knows the Parties Complainant and Defendant the former about three
and the Latter about five years

To the Second Interrogatory this Deponent saith
that he Cannot Sett forth the time the Complainant was entertained Chief mate
of the Brigantine Recovery but that he Knows the said Briggantine and did
Pilate him out of the River of Syman in Pegue about three years past that
William Keith the Complainant was Chief mate of her when she arrived there
from Bengall and the Defendant master that a little time after her arrival
he heard the Complainant had Deserted him but never understood he had
been Discharged and that when this Deponent came on board to Pilate the
said Vessell he found the Complainant on board as a Prisoner and not acting
as Chief mate for the Second mate had the Command, that on Conversation
with the Complainant in which they was forced to make use of an Interpre
ter not understanding each others Language the Complainant told this
Deponent that the Defendant had discharged him that he had Rendered up
a true Account to them and that afterwards he thus unjustly Detained him
this Deponent answered him that he understood he had Deserted the Vessell
and that Mr Saunders the Defendant had been obliged to make Applic
cation

Depont not sure he could find him in case such Servant Dot come this Depont
told him at the Church or at the Sea Gate the Complainant came again and said
the Mayor was not at Home but that Mr Hubbard wanted this Deponent,
this Deponent went with him but instead of going to Mr Hubbards he carried
this Deponent to Mr Nairs house and began to tell Mr Nairs Something
& Drew a paper out his pocket Mr Nairs said he Dot not understand it
and ordered him to go to the Mayor when he Came there he gave him a paper
the Mayor asked this Deponent if the Same was true and if he gave it as
Evedence this Deponent answered he knows not what was in it he then gave
it this Deponent to Read which having done this Deponent said it Contained
Several untruths and he could not Sign it the Mayor then ordered this Depo
nent to Draw out another and Sign it and then the Complainant and this
Deponent went away the Complainant Came Several times to ask for the Pa-
per but this Deponent told him he had already given one to the Defendant
that as it was so long ago Since the affair he might Say Something that
might Contradict that which being produced might make him appear
an Ill man that what he gave then was true and he he would give no other

Mr Joseph Henriquez

Simon Rodrigues aged thirty nine years or there about being
produced as a Witness on the Part of the Defendant was on the 30 day of June
Sworn in Person at the office of Mathias Coutts Attorney for the Complain-
by Charles Penn 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 follows ;

To the first Interrogatory this Deponent saith
he Doth know the Partys Complainant and Defendant and hath So known
them about three years

To the second Interrogatory this Deponent saith
that William Leith was Chief mate of the Brigantine Recovery whereof
James London was master that he believes he intertained them at Bingall
but

Each Party to pay their own Costs —

To the Hon.ble Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble
Court your Orator Pantacum Vaincataiah that one Vencatajalum coming
to Trisnapolee with an intention to marry the King's Sister and being indt.
him on Nelly Chitty merchant in Madrass had occasion for some money —
where upon the orator advanced Vencatajalum the Sum of one hundred and
Fifteen Pagodas and for Security of the said he gave unto y.r orator one bond
whereby he has obliged himself to pay unto your orator the amount of the
said bond which has frequently been demanded by your orator but hitherto
without effect your orator having been always put of w.th promises of being
paid at so many different places by which means your orator was intic'd to
go as far as Fort S.t Davids where Nella Chitty demanded the Jewels which
he had lent some time before unto the S.d Vencatajalum but the said Venca =
tajalum replied that he would give the Jewels unto your orator who would re =
turn them unto the said Nella Chitty upon his satisfying your Orator for the one
hundred and Fifteen Pagodas lent by your orator unto the said Vencatajalum
as above mentioned and Setforth and accordingly the said Vencatajalum
Delivered the said Jewels unto y.r orator & received from y.r orator his bond of
one hundred & fifteen Pagodas but the said nella Chitty prevailed w.th y.r Ora =
tor to give the said Jewels unto him he giving y.r orator a Bill of exchange
upon one Patchapah Chitty at arraloor for the money & sent one of his Peons
along w.th your orator for a guide who gave y.r orator the Slip not far from
Fort S.t Davids but your orator purseuing him found him along with his
Master at Pontchurry where your orator made application to one of the
justices of peace who sent his interpreter to the said Nella Chitty to know if
he would pay unto y.r orator the amount of the said Bond as was agreed upon
but the said nella Chitty sent back word by the said interpreter that the mon.ey

on

Defendt doth materially concern him to make some answer unto his Complaint
wherein he saith that this Defendant some time past intending to go from
this place to Trichanopoly and Vencatachilum hearing thereof came to this
Defendant and acquainted this Defendant that he had been sent for by
a Noble man of that Country to espouse his Daughter and as his the said
Vencatachelums Circumstances would not permit him to make an appe-
rance equall to the Honour intended to be conferred on him the said Venca-
tachilum did on his humble request of this Defendant to lend him some
Jewells telling this Defendant it might be the means of promoting the match
as he the said Vencatachilum could thereby appear to be a man of Substance
and this Defendant saith that upon the earnest Solicitations of the said
Vencatachilum and this Defendant reposeing great Trust and Confidence
in his Honesty and Integrity did lend to him sundry Jewells to the value
of four hundred and fifty pagodas or three thousand rupees to go
with the said Vencatachilum to Trichanopoly and after some stay there
this Defendant having finished his Business at that place & being informed
that the said Vencatachilum was not likely to succeed in his scheme proposed
this Defendant asked the said Vencatachilum to return again with this De-
fendant to Madrass which the said Vencatachilum declining this Defen-
dant did demand the redelivery of the Jewells which this Defendant had
lent him as aforesaid whereupon the said Vencatachilum offered to return unto
this Defendant and no soon the said Jewells on his arrivall in Madrass and
this Defendant saith that he together with the said Vencatachilum left
Trichanopoly and arrived near Fort St. David's when this Defendant did
again demand the Jewells of the said Vencatachilum he seeming unwilling to
proceed the Journey with this Defendant whose to the said Vencatachilum replyed
that he was in Debt to a person at Trichanopoly in the Sum of one hundred and
fifteen Pagodas or there abouts which Sum of this Defendant would pay, the the
said Vencatachilum would return the said Jewells other wise he would detain the same
and this Defendant not knowing [illegible] Seek a Remedy how or in what manner this Defend[illegible]

should

on Demand payment of the said Sum or Debt &c of Pardah the said Venkatachellum might come to this Defendant at Madras for that the Defendant would at that time with him the said Venkatachellum and this Defendant saith he believes it may be true that the said Venkatachellum is indebted to the Complainant in the Sum of one hundred and fifteen Pags on Bond or on the Bill in question but this Defendant doth deny that the said Bonds were given to him the Compl.t as a Security for the Repayment thereof to the knowledge of this Defendant or that he this Defendant received the same from the Compl.t as by the Bill is pretended and this Defendant doth also deny that he did at any time become Security to the Complainant for payment of the Debt due to him from the said Venkatachellum or that he this Defendant is indebted to the Complainant in any Sum or Sums of money whatsoever and therefore this Defendant hath & shall do what he hopes he lawfully may refuse to Comply with the unjust Demands of the Complain.t all which matters and things this Defendant is ready to aver maintain and prove as this honorable Court shall award and prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained

Wm Jarmin

Replication } General
Rejoynder } Sol.r for the Defendant

Interrogatories to be administred to such witnesses as shall be produced Sworn and Examined in a certain Cause wherein Pentacum Venkatapia of Fort St George Merchant is Complainant and Nulla Chetty of the s.d Place is Defendant on the part of the Complainant

Imprimis. Do you know the parties Complainant and Defend.t in the Title of these Interrogatories named and how long have you so known them and either of them

To Sayc } which of them declare

[illegible] obliged to come with them to Fort St David where he had prom-
-ised to Discharge it then Depament came with them and when they came to
-gether to Madras Chetty the Defendant told the aforesaid Cuddum Venkata-
-chelum that he had Brothers in Law over Dind and that he was obliged to go to
Madraso immediately and Demanded of the said Cuddum Venkatachelum to
Deliver him Custom Jewells he had sent him and which said Venkatachelum
had on to the Value of about four hundred Pagodas on his Demanding them
Cuddum Venkatachelum asked him what he intended to Do about his Cloaths
wearing the Complainant She said he had no money there but if she would go
to Madraso he would See and pay them and desired Cuddum Venkatachelum if she
would not give him his Jewells unless she did pay him Debts Cuddum Venkata-
-chelum told him he would not but That if he would pay the Creditors they should
Deliver him the Jewells them Selves and immediately took off some of the Jew-
-ells and gave them to the Complainant and told him if the Defendant paid
him 115 Pag.s he should Deliver him the Jewells besides which Narro Rong-
-pah gave the Defendant 2 p.r of Diamond Earings and one Tremalah ser-
-vant to Venkatachelum Delivered the Defendant some other things the
Defendant then asked the Complainant if he would Release the Jewells on
Case he would give him a bond to pay him in Madraso the Complainant
said he would not nor would go no further & That if he would pay him
them it was well. —

To the third Interrogatory this Deponent saith
that after the Defendants often Demanding and the Complainants
Refusing to give up the Jewells the Defendant offered the Complainant
to give him a Bill of Exchange to Arnedoor on one Pabuapa Chitty and
that he would Send a Servant with him and if he did not Discharge it he
might Send it to Madraso and he would pay it which he agreed to and
Delivered the Jewells and Received the Bill and at Receiving it he did so
three or four times if he might Depend upon it to which the Defendant
Said he might Depend upon it and trust his word but the Complainant
from the Defendant Sett out for Madraso without Speaking one word
to the Complainant Leaving a Servant to go with the Bill as he had promised

1st Item Do you know the parties Compl[t] and Defendant or either of them and how long have you known them or either of them Declare

2 Item Do you know of any and what Quantity of Jewells lost by the Compl[t] Defendant or any Jewells mentioned in the Pleadings in this Cause mentioned If yes of what value might such Jewells be & from whom and what Time did the Defendant receive such Jewells & particularly did the Defend[t] receive any part thereof from the Compl[t] and was any and what Note Bill or other Writing then given to the Compl[t] by the Defendant Set forth what you know touching the several matters enquired of in this Interrogatory fully and distinctly according to the best of your remembrance and belief

3 Item are you not interested in the money now sued for by the Compl[t] & so receive any and what part thereof in Case the same shall be recovered by the Compl[t] from the Def[t]

4 Item Do you know of any other matter or thing material for the Defend[t] in this Cause If yes Set forth the same fully and particularly according to the best of your knowledge & Belief

William Ermin
all[y] for the Defendant

Between Pedracum Vencatasin Complainant
&
Pequemallah Chitty of Fort St George Merch[t]
Defendant
on the Part of the Defendant

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

Rangapah aged thirty five years or there about being produced as a Witness on the Part of the Defendant was on the 12th July Sworn in Person at the office of Mathias Coutts Attorney for the Complainant by Charles Nevoks also Left a note of the name title and place of abode of the said Deponent and as Sworn[d]

he would See what Could be Done on this Endoran Venecatachellum told that he Knew he had money Due to him at Arrnloore and that he might write a Bill to order them to be paid there accordingly Endoran Venecatachellum Comeing into the Cellar and the Defendant bid him write a Bill of Exchange to Arrnloore to pay Endoran Venecatachellum 115 or 110 pags Mutacherry the Defendant Signed it and took his Jewells and said he would Send his Peon with him but never Did and went away

Mark of Da Pangapah

Acha aged Twenty three years or there about being produced as a Witness on the Part of the Defendant Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he knoweth not Paidacum Venecatasawmy and doth the Complainant by the name of Siccame Saumee and hath known him about eleven months and hath known the Defendant about ten or eleven years

To the Second Interrogatory this Deponent saith that he doth know the Defendant Did Lend to Endoran Venecatachellum in the Interrogatory mentioned a parcell of Jewells and that the same were worth about 3 or 4 hundred Pagodas that the Defendant and the said Venecatachellum having been to Chittaroople was Returning towards Fort St David when news was Brought the Defendant of his Brother in Laws Death that the place that the Defendant immediately Resolved upon coming here and asked said Venecatachellum to come with him who said he could not come at that time on which the Defendant Demanded his Jewells but the said Venecatachellum Refused to Deliver them unless he would Consent to pay certain Coddilos among which this Deponent believes the Complainant was one of and the Chief the Defendant told them it was very unreasonable for him to Require any such thing and that of he was inclined to it he could not Do it in that place for that he had no money said Venecatachellum Replied that he would not Deliver the Jewells if he did not Consent to Exchange them and that the he had no money he might give them a Bill on Sataha pa Chetty at Arrnloore

the

which this Deponent cannot give the Particulars of because he was setting at a little Distance but heard Vencatachellum Refuse to Deliver the Jewells unless the Defendant would pay Some Cuddilore that was then in Company with them among whom was the Complainant who this Deponent knows by no other Name than that of Swamy Saunee the Defendant answered that he had no thing then to pay him with how could he pay them in such a Place to which Vencatachellum Replied that he knows he had money in Pondicherry and that he might give a Bill upon Patchapa Chitty there accordingly the Defendant Granted a Bill to be Drawn and Directing Patchapa Chitty to pay Vencatache llum or the Complainant 115 Pags out of the Six hundred which he was indebted to him now Patchapah Chittys Bill was but 100 Pagodas and the Defendant put in the Bill 600 Pags because he knew he would not accept it with that being mentioned and he only gave the Bill to get his Jewells out of Vencatachellums hands on the Delivering the Bill Vencatachellums Brother in Law Ramyapah by Vencatachellums order Delivered them one Pott Bore Screw also a Servant of Vencatachellum was Sent with the Defendants Pallanqueen Boy to fetch another part of the said Jewells which they brought and Delivered the Defendant at which time he promised to Send this Deponent to Auncheery and gave this Deponent orders to go with the Complainant and See the Bill paid but hearing got his Jewells he left and Directly for Madrass and ordered this Deponent not to go to Auncheery but to go in to Fort St David and told Mr Taylor how he had been used which this Deponent Did and followed the Defendant to Pondicherry and more knows the not

Mark of 117 Pagodas

Jyporah Brammeg aged Twenty three years or there about Being produced as a Witness on the Part of the Defendant and afterward being Sworn & Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he Doth Knows the Complainant in this Cause and hath so known him

Augt 17 1732

To the Honoble the Mayor
Court of Madraspatnam

Humbly complaining Sheweth to this honoble Court your orator
Venkatachia of Fort St George merchant That in or about the month
of November 1730 your orator did deliver to one Abdull Candire then
then but now being and residing in Madras the Two & 50 and one half
of Silver and also one note under the hand of Angee Mustaphia for
four 100 and Forty Seven of Silver and your orator shews that on Recei-
pt there of the said Abdull Candire did make and give to your orator
one note under his Hand bearing date the 9th day of the said month of
November thereby promising to invest the said two Quantities of Silver in the
purchase of Tin at Tanasarie for your Orators Account and deliver the same to
your orator immediately on his return to this port as by Translate of the said note
ready to be produced as this honoble Court shall direct will appear and your Ora-
tor shews that he did also provide and purchase for the said Abdull Candire
a Sloop and Several parcells of Goods wherein your orator was to be concer-
ned one half amounting to the Sum of two hundred and Eighty pagodas or
there abouts and did deliver the said Goods to the said Abdull Candire as by
the said note under the Hand and Seal of the said Abdull Candire will appear
and your orator shews that the said Abdull Candire proceeded on his
Voyage to Tanasarie and did invest the said Goo parcells of Silver in the
purchase of Tin for your orators Account Agreeable to the Tenour of the
said note and did also sell and dispose of the said Sloop and Goods purcha-
sed by your orator for very considerable profitt and advantage and is since
returned to this port and your orator shews that he hath frequently applyed
to the said Abdull Candire for the delivery of the said Tin and also for an
account Sales of the said Sloop and Goods wherein your orator was
jointly concerned with the said Abdull Candire but now so it is may it
please this honoble Court that your orator hath not as yett been able
to obtain any Satisfaction in the premises to the End therefore that the

said

St Thome July the 10th 1733

According to the Award given by Seriush Eng Shahe Inael Buchum
Mahomd Noqueda and Adam Libby & some other Arbetrators between
me Venatasia and Abdul Pandon Venatasia Do give this Discharge
that Concerning our Pgue Trade a Bond of 250 Pud and some other small
Accts To Say all accomds between us are Cleard on Abdul Pandors paying me
100 Rupees which I have Received and all accounts being Cleard all bonds
are Cancell'd this Bond of Two hundred and fifty to all being not here but
at my house I will Deliver to him then and if I cannot find it where ever
it is to be Cancell'd and this his Discharge

Sign'd
Venatasia

Witness
Cuttival yacob Shaw
Cheka Cuttie peer Cuttey

This Bond is Drawn by Joint Consent by one —
Ralph Mansell Esqr — Pingamamud Omaulsmerrau

Mayors Court of Madraspatnam } Tuesday the 28 day of Augst Anno Domini 1733 Between Venatashia of Fort St George Merch Complainant and Abdall Cadre of the Same place Merchant Defendant —

Upon Reading the Plaintiffs Petition and also Translate of a under the hand of the Defendant dated the 9th day of November 1730 and the Defdt appearing in Court and Producing a Generall Release under the hand of the Plaintiff dated the 10th day of July Last whereby the Plaintiff Released to the Defendant all actions and Demands what soever This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill do Stand Dismissed out of this Court and that the Complainant do pay the Costs of this Suite

By Cur.

To the Hon^ble the Mayr Court of Madraspatnam —

June 15 1733

Humbly Complaining Sheweth unto this Honorable your orator —

Recd 8th Augt August 1733

The joint and severall answer of Abraham and Henry Salvadore of Fort St George Merchants Defendants to the Bill of Complaint of Tagapa Chitte of Fort St George aforesaid merchant Compt

These Defendants saving and reserving to themselves now and at all times hereafter all and all manner of benefit and advantage of Exception to Exception to uncertainties & Insufficiencies and Imperfections in the Compts said bill of Complaint contained for Answer thereto or to so much thereof as these Defendants are advised doth materially concern these Defendts to make answer unto they Answer and say they believe it may be true that at or about the time in the Bill mentioned John Hunt therein named did take up and receive of and from the Compt the Sum of three hundred Pags to Rem at Respondentia on the Bergantine Brunswick and that such bond was executed by the said John Hunt for Securing the repayment thereof as in the Compts Bill is Setforth and these Defendants do admit that the said John Hunt did some time past send to these Defendants a Bill of Exchange drawn on Samuel Palmer for the Sum of Six Hundred and Thirty Eight pagodas and that these Defendants have received in part thereof the Sum of three hundred and Twenty three Pagodas or there abouts and these Defendts say that the said John Hunt did by Letter dated the 1 day of march last past desire but not direct these Defendants in case the said Bill should be paid to discharge the Compts and other Demands in the said Letter particularly mentioned and these Defendants admit that the Complainant hath demanded payment of the principal and Respondentia due on the Bond so executed to them by the said John Hunt and that these Defendants have and still do refuse to discharge the same as these Defendts conceive they lawfully may in regard these Defendants have not sufficient money in their Hands belonging to the said John Hunt for that purpose and these Defendants Submit it to the Judgement of this honoble Court whether the Compt hath in Equity any Right or pretence to demand the Discharge of the said Bond it being Stipulated by the Condition thereof that the principal & Respondentia should become payable Twenty one days after the arrival of any Vessell whereon the said John Hunt should declare the Compts Effects in the Road of Madrass and the said John Hunt not

having

of Suits — your petitioners therefore most humbly pray that the said Abra
ham and Henry Salamons may be directed to make a Dividend of the money
in their Hands belonging to the Defd to and amongst yor petitioners and
the Several other Respondents Creditors of the Defd in proportion to their
Severall Demands — and yor petrs shall pray &c —

Mayors Court
of Madraspatnam

Tuesday the 28th day of August Anno
Domini 1733 Between Jaggapah
Chittee of Fort St George Merchant Comp.
and Abraham Salomons and Henry
Salomons attorneis of John Hunt Defd

This Cause coming this day to be heard and Debated before this Court
in the Presence of the Attorneys on both sides on hearing the Bill and
answer and also two Letters sent to the Defendt by the said John Hunt
Read dated the 1st & 10th day of March last and what was alledged on
either side and due consideration thereon This Court doth think fitt to
order and Decree and doth Accordingly Order and Decree that the
Defendants do Devide and pay the money in their Hands belonging
to the said John Hunt to and amongst the Pff John Hammond and
Rongapa Chittee as by the said Letters they are Directed in Proportion to
their Respective Demands First Deducting the Charges the Pontiff
John Hammond & Rongapa Chittee have been at on Account the Several
Suits Commenced by them against the Defendants in this Court

To the Hon.ble The Mayors Court
of Madraspatnam,

T. 8th 6. 1727/3

Humbly Complaining Sheweth to this Hon.ble Court your orators
George Torriano and John Lauder Trustees of Mr Richard Carter late of
this Place Merchant. That in the year 1725 Mr Richard Acton of Fort
St George Borrowed & Received of the aforesaid Mr Richard Carter the Sum
of Seven hundred & Twenty Pagodas upon the Ship Wynchelsey, the
said Ship did not goe the Voyage designd but however Mr Acton did not
Pay the money & take up his Bond and it being now demanded of him
he Refuses payment alledging that tho he gave the Bond yett he never

Rel touching the Premises

Ralph Mansell
Attorney for the Compliant

The answer of Richard aston of Fort St George merchant to the Bill of Compt of George Lormans & John Lauder of the same place merchants Trustees to the Estate of Richard Carter

This Defendant Saving to himself all benefit of Exception to the Errors any Imperfections in the said Bill contained for answer thereunto or unto so much thereof as he is advised materially concerneth this Defendant he this Defendant saith That in the year 1725 he proposed to Richard Carter Merchant then being and residing in Fort St George a Voyage to Muscat and Gombroon who approving of the same Did agree to Send the Winchelsea Voyage to Muscat and Gombroon with a Stock to the amount of about £5000 Rupees and that this Defendant should go Supra Cargo of the said Ship about which time the said Richard Carter bought Blue Cloth of Sumeeramah to the amount of Seventeen hundred and Twenty pagodas for which he gave the said Sumeeramah a Book note for one Thousand Pagodas there of and a Respondentia Bond on the Winchelsea for the Residue being Seven hundred and Twenty Pagodas and afterwards pre vaild with this Defendant to take that Sum from off his hands who not Doubting of making a good Voyage and in Consideration of the said Richard Carters conveying him that Sum in the Winchelseas Stock he accepted the Same by giving the said Richard Carter a Respondentia Bond on the Winchelsea as afore said and this Defendant went Down to the Bay where the Winchelsea was to arrive in September in order to proceed the Intended Voyage but it so happened that the said Ship Winchelsea Did not arrive till the march following which being late prevented the prosecution of that Voyage where upon this Defendant came up to Madrapatam to receive further orders to what Ship the said Vessel when it was agreed to send the said Ship a Voyage to the Eastward So that the Defendant went a second time to the Bay in Order to proceed in the said Ship from thence to the Eastward Conformant to his Instructions but upon the arrival of Ships Spey Received positive orders from the said Richard

Carter

the said Richard Carter Intender Consideration therefore of the Premises and for as much as it does not appear from the Books of the Deceased that your Petitioners was no ways Concerned in the Stock of the Ship Morgan & Anon as well as that your Petitioner has as aforesaid him Self put on practice all possible Endeavours to bring this affair to Light which he hopes will become Proof of the Justice of this Prayer he now addresses That this Honble Court will please to Cause the said Cause to be reviewed & give up to your Petitioner the Security now remaining in the Hands of this Honble Court and Decree that the Bond now in dispute be delivered up or Cancelled and your Petitioner in Duty Bound Shall ever Pray —

Monday the 3 day of September Anno Domini 1733 Between George Torriano and John Saunder Trustees of the Estate of Richard Carter Complainants and Richard Carter of Fort St George Merch.t Defendant

Mayors Court of Madraspatnam

This Cause coming this day to be heard and Debated before this Court in presence of the Attorneys on both sides on hearing the Bill and Answer and also one Bond Executed by the Plaintiff to Richard Carter for the Sum of Seven hundred and twenty Pagodas to run at Respondentia on the Ship Winchesea Read, and what was alledged on either side and due Consideration thereon and the Defendant making Oath that neither he or any person for him at the time of Executing said Bond or at any time since did Receive from the said Richard Carter the Sum of Seven hundred & twenty Pagodas or any other Sum of money as a Consideration for his Executing said Bond but that such Bond was Executed on the terms Set forth in his the Defts Answer and no other. This Court doth think fit to order and Decree and doth accordingly Order and Decree that the Compltes Bill do stand Dismissed out of this Court and that the Bond Executed by the Defendant to the said Richard Carter be delivered up by the Complainants to be Cancelled and it is further Ordered that the money deposited by the Defendant in the Cash of this Court be repaid to him

To the honoble the Mayors Court of Madraspatnam

Sept.r 1. 1733

Humbly Complaining Sheweth to this honoble Court your Orator Coja Nazon Jacob

herein before mentioned do not the proper Bond waiting of from the said Thomas Harnett and that the said John Stephenson and William Wells may be decreed to pay your Orator the said Sum of five Thousand four hundred and forty Rupees and that your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience

Wm Jowman
Attorney for the Compl.

Mayors Court of Madraspatnam

Monday the third day of September anno Domini 1733 Between Coja Nazar Israel Son of Calcutta in Bengall Merchant Compl. and John Stephenson and William Wells Surviving Supra Cargoes of the Ship Bedford Defendants

Upon reading the Pltfs petition and also one Respondentia Bond under the hand Seal of Thomas Harnett late one of the Supra Cargoes of the said Ship Bedford Deceased dated the first day of December 1732 and due proof being made of the Execution of the said Bond and the Defendants appearing in Court and acknowledging that they had assets in their hands of the said Thomas Harnett more than sufficient to Satisfye the Pltfs Demand this Court doth think fitt to order and Decree and doth accordingly order and Decree That the Defendants do pay unto Coja Petrose De Ufcan attorney for the Plaintiff the Sum of five thousand four hundred and forty Rupees Current of Calcutta being the Principal and Respondentia on the said Bond to the Pltf and that on receipt thereof the said Coja Petrose de Ufcan do Sign and Execute to the Defendant a Bond with Condition to repay so much of the said Sum to the Executors of the said Thomas Harnett as shall make the Plaintiff on an average with the Overall other Respondentia Creditors of the said Thomas Harnett on the said Ship Bedford in Case the Deceased's Effects shall be insufficient to discharge their whole Demands and it is further ordered that the Plaintiff do pay the Costs of this Suit

Defendants Appearing in Court and acknowledging the Execution of the said note and the Justness of the Plaintiffs Demand This Court doth thereby fitt to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Plaintiffs the Sum of Two hundred Eighty Pagodas being the Principal money due on the said note with Interest after the Rate of Eight p Cent p Annum from the date Hereof together with the Costs of Suite

Jan^y 12^th 1730

To the honoble the Mayors Court of Madraspatanam

Humbly Complaining Sheweth to this honoble Court your Orator Samuel Hyde of Fort S^t George Merchant that your orator having Sundry dealings Roger Wheatley late of this place Merchant did some time Before he the said Roger Wheatley went from hence make up adjust and settle an account Between them of such their dealings and your orator shews that since the departure of the said Roger Wheatley your orator hath discovered an Error in the said account to the prejudice of your orator to the amount of Sixty Pagodas and Thirty two fanams which Sum your orator hath demanded of the said Roger Wheatley but he refuses to pay the same to your orator Therefore that the said Roger Wheatley may upon his Corporall Oath true direct and perfect answer make to all and every the matters aforesaid and be decreed to pay your orator the said Sum of Sixty pagodas and Thirty two fanams and that your orator may have such further and other Relief in the premisses as shall be agreeable to Equity & good Conscience

Wm Sermon
Atto for the Compltt

Samuel Hyde Pltf
Roger Wheatley Deft

To the honoble the Mayors
Court of Madraspatnam

25th March 1732

The humble Petition of the Pltf

Sheweth

That Sometime Since your Pltf preferred his Bill in this honoble Court against the Deft for Recovery of a Debt due to your Petitr from the Defendant whereupon after the usuall process a Warrant of Sequestration issued under Seal of this Court directed to the Sheriff of Fort St George Town of Madraspatnam & the Districts thereof to levy the Sum of twenty three Pagodas being the Debt and Costs due to your Pltf and of the goods Cattells and effects of the Defendant. That on the 20th day of this Instant the said Sheriff did make return of the said Warrant of Sequestration and did thereby certify that he had levied the said Debt & Costs and did pay the same in to the Cash of this honoble Court and your petitioner apprehending the said money to be the imediate property of your petitioner, your petitioner therefore most humbly prays that the said Sum of twenty three pagodas may be paid to your Petitioner your Pltf being ready and willing to give Security to repay the same in Case the Defendant within the time limitted by the Charter shall make it appear that he had Since the Commencemt of the Suit discharged the said Debt, and your Petitioner shall pray &c

No

Tuesday the 12 day of Octr Anno Domini 1733

Exparte of John Stratton Exor of the Last will & Testam of Samuel Hyde Deceased

Upon the humble petition of the said John Stratton this day preferred to this Court Setting forth that in pursuance of an order of this Court Dated the 25th day of March last made in a certain Case wherein the said Samuel Hyde was Pltf and Roger Wheatley Defendt the said John Stratton together with the said Samuel Hyde did give Bond to this Court to repay the Sum of 60.32 levied out of the Estate of the said Roger Wheatley by virtue of a Warr of Sequestration issueing out of this Court in Case the said Roger Wheatley should within three

nine Fanams and forty Eight Cash for securing the repayment of which Sum he the said John Russell did give to your orator one note under his hand bearing Date the Sixteenth day of August which was in the year of our Lord 1732 thereby promising to repay to your orator the said Sum of Six hundred Seventy Six pagodas nine Fanams & forty Eight Cash with Interest after the Rate of Eight p Centum per annum on Demand and as a further Security for Repayment of the said Sum he the said John Russell did by a ffigniment under his Hand bearing date the said Sixteenth day of August assign and make over to your orator Sundry Jewells and Houses therein particularly mentioned as by the said note and assignment relation being thereunto had will appear and your orator Shews That the said John Russell hath at Several times paid to your orator the Sum of three hundred and Eighty pagodas and twenty Eight Fanams in part Satisfaction of the principall and Interest due on the aforesaid Security but now so it is That the said John Russell though frequently solicited by your orator for that purpose neglects and refuses to discharge the residue of your orators Demand to the End therefore that the said John Russell may upon his Corporeall Oath true and perfect answer make to all and every the matters aforesaid and be Decreed to pay your orator the principall and Interest due on the before mentioned Security and that your orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience

Mr Iremon
att for the Compt

Mayors Court of Madraspatnam

Tuesday the 20th day of November anno Domini 1733 Between Holland Goldsord of Fort St George Merchant Compt and John Russell of the same place Diamond Cutter Defendant

Upon Reading the Plaintiffs Petition and also one promissory Note and also an assignment under the hand of the Defendant bearing Date Respectively the 16th of August 1732 and the Defend appearing in Court and acknowledging the Execution of the said Note and assignment and the Justness of the Plaintiffs Demand this Court doth think fitt to order and Decree and doth

George Merchant Compl.t and
Veagapoah Cannon Collattee Collattee
and Omboo Collattee of the Same
place Merchant Defendants.

Upon Reading the Plaintiffs Petition and also Translate of a note Signed by the Defendants Dated the 1 day of march 1732. and the Defendants being present in Court and acknowledging the Execution of the said note and the Justness of the Plaintiffs Demand. This Court doth think fitt to ordin and Deree and doth accordingly Ordin and Deree that the Defendant do pay unto the Plaintiff the Sum of five hundred twenty Six Pagodas three fanams and Sixty Cash being the Principal money due on the said note with Interest after the Rate of Eight P Cent P annum from the Date there of together with his Cost of Suite

P Cur

the
Oct.r 26. 1733 — To the honorable the mayors Court
at Madraspatnam —

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Vishanadah Nautica that on the month of June last in the year of our Lord one thousand Seven hundred and thirty three your orator preferred his Bill of Complaint against Bissavaram Vengarah praying payment of Two Bonds principal and Interest amounting to the Sum of five hundred and Twenty one Pagodas and your Orator acknowledged at the same time to have received of the said Bissavaram Vengarah Some Jewells sealed up which your Orator prayed might be Sold and that the money arriseing from such Sale might be applied towards the discharge of the afore said debt and that in Case the Jewels did not amount to the afore said Debt that the said Bissavaram Vengarah should make up what became deficient and your Orator Sheweth that According to the Deree of this Hon.ble Court the said Jewells were exposed to Publick Sale and Sold but the money arriseing from the Sale thereof not amounting to more than three hundred and Seventy two Pagodas one half so that there is still remaining due unto your Orator the Sum of one hundred and Sixty Eight Pagodas and Eighteen fanams which your Orator has oftentimes in a friendly manner demanded of the said Bissavaram Vengarah but hitherto without Effect To the End therefore that the said Bissavaram Vengarah may upon his Corporal

Oath

Note of Bills Bonds accounts Reckonings Claims and Demands whatsoever in Law and Equity Between the said parties from the Beginning of the World to the Date of these presents In Witness whereof I have hereunto Sett my Hand and Seal in Fort St George this Twelfth day of May anno Domini 1738.

John Shatton

Mayors Court of Madraspatnam

In
Tryday the 14. day of December anno Domini 1733 Between Vishvanda Batan of Fort St George Widow Complainant & Buggaveerim Vengana of the same place Merchant Defendant

Upon Reading the Plffs Petition and also an Award and the hand of John Shatton Arbitrator Indifferently chosen to Determine Sundry Disputes depending Between the Plaintiff and Defendant whereby it appeared that the Defendt was Directed to pay the Plff the Sum of Four hundred and five Pags and the Plaintiff admitting by his Bill to have Received three hundred Seventy two Pagodas in part of such Sum so that there Remained due to the Plaintiff from the Defendant only the Sum of thirty three Pagodas and the Defendant appearing by his attorney and offering to pay the said Sum this Court doth think fitt to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Plff the Sum of thirty three Pagodas being the Ballance Remain due on the said award

P. Curt

It is ordered by this Court that for such his offence the said Ram Chendru be fined the Sum of Pagodas 50 and that he be taken into Custody till he shall pay the Same

Permaul is Discharged from his Bail

April 6 An order of the Court of Appeals for Admitting Ram Chendru to Bail Read Dated the 31 March 1733

A Letter from the Court of Appeals Read Dated 1. April 1733.

Ordered that both these Papers be Entered here after

The Sheriff being sent for attends the Court where upon

The Court Telling him that they had committed Ram Chendru on Fryday last ask of him whether he had released the said Ram Chendru

The Sheriff answers he had no warrant from the Court

The Court ask of the Sheriff By what authority he did Release the said Ram Chendru

The Sheriff answers he had no Warrant to detain him nor any notice of his Committment

The Court ask of the Sheriff whether he had any orders from a Superiour Court to Release the said Ram Chendru.

The Sheriff answers he had from the Court of Appeals

The Court desire the Sheriff to produce his Warrant or Order

The Sheriff answers he would send for it, which he does and produces it to the Court.

The Court draws of the Sheriff a Copy of the said Papers

The Sheriff Answers he believes it not regular to deliver a Copy thereof but apprehends the Court of Appeals will not refuse it.

The Court requires of the Sheriff a Copy to be delivered

The Sheriff answers he Cant regularly deliver a Copy without the order of the Court of Appeals

The Court draws the Sheriff to Deliver said Paper to the Register to be Read, which he delivers accordingly.

Warrant from the Court of Appeals to the Sheriff Dated the 31st March last. Read and returned again to the Sheriff

The Court Demands of the Sheriff what he had done with the said Ram Chendru upon it.

The Court will take into Consideration the Papers received from the Court of Appeals relateing to Ram Chundru and appoint a Committee of the whole Board to meet to morrow Evening for that purpose

Court of Appeals
in Fort St George

This 31st March 1733 Petition of Appeal was read from Ramah Chendru praying to be released from a fine imposed on him by the Honoble Mayors Court of fifty Pagodas for Seweraseating with them and it appearing from the Examination of the Register of the Mayors Court Sheriff officer and Goaler that he was actually in Prison for Such fine tho he had offered Sufficient Bail for payment of the Same if confirmed by the Court. This Court did therefore fitt to order and decree and do according-ly order and decree That the said Ram Chendru be immediately admitted to Bail on giving Security of fifty Pagodas till the further examina-tion of the merits of this Cause which is ordered Shall be on Tuesday next

By the Court
George Torriano
Cl Co appls

To the Honoble the Mayors Court
of Madraspatnam

Gentlemen

You have already been apprized by the Decree I gave you yesterday delivered you by order of the Honoble Court of appeals that Ramah Chendru had appealed to them to be relieved from a fine you had decreed him to pay. and I do by direction from the said Honoble Court now lay before you a Copy of the said Petition That if there be any fact therein unfairly stated or any of the proceedings of your Court falsely or erroneously laid down you may disprove the Same and I am further directed to tell you that the said Honoble Court of Appeals have appointed Tuesday the 3. of this Instant for determining this Case at which time if you will lay before them the reasons of your decree above mentioned they will receive the Same otherwise they will proceed on the petition — I am — Gentlemen

Fort St George
april 1. 1733

y^r most obedient Serv^t
George Torriano Cl Co appls

that your Pet.r shall set forth in the Sequel of this Petition:

your Petitioner further shews that in Compliance with the Security so given he did attend the Honoble the mayors Court Several times and particularly the 30.th Instant when the said Honoble mayors Court Did order your Petitioner to Pay the Sum of 50 Pagodas as a fine for having Prevaricated with the said Court

That your Petitioner thinking himself no way Culpable did not comply with the Payment but offered Bail of three Severall Substantial Persons for the Payment if it should be adjudged Equitable by this Honoble Court which was rejected by the Honoble the mayors Court and your Petitioner taken into Custody of the Serjeant of the said Court

That your Petitioner being a renter of one of the most Considerable of the Honoble Companys farms did think it proper to acquaint the Honoble President with these Proceedings who was pleased to send to the mayor offering Bail for your Petitioner which was likewise refused and your Petitioner not having Complyed with the said order is now actually in Prison for the Same

your Petitioner having now stated his Case begs Leave to lay before this Honoble Court the reasons why he apprehends the taking the said Security and imposing the said fine to be illegall and unwarrantable and for his requesting relief from the same which are as follows

First for that the intent and meaning of the said Court by ashing your Petitioner if there had been any Dealings in Corall between Daveroy and Poncala Krishna could be only in favour of Daveroy and the producing such accounts must there fore made for him and therefore your Petitioner would never have produced the same had he Designed to Impose on the Court

Secondly for that the answer given by your Petitioner the first Day in all Equitable Constructions must be understood to be given to the best of his memory and the Purchase of Corall being eight years before when your Petitioner was no way concerned in Business it is very reasonable to believe such Transaction had Slipt his memory especially since on sending the said accounts afterwards (which he did not Do till instructed by the Corall Merchants where to look for them) your Petitioner Did himself carry the the same to the said Court.

Thirdly for that though your Petitioner had been guilty of such Prevarication he doth not apprehend the Security he was obligd to give was at all

equitable

Court that Relate to this Case and our Reasons for the Same

We shall on all Occasions Express our great Defe
rence to the Honable Court of Appeals but as we could not regularly proceed
on this matter till we Rose According to the time of the adjournment of our
Court which was yesterday so we could not Sooner offer any thing to your
Consideration concerning it — The first of those Papers requires no Answer here
on Account of the measures you have been pleased Since to take concerning
that part of the affair but with respect to the Latter we Say that having
Consulted proper Authorities of Books which have been sent hither for the
direction of both Courts and which if Desired we Shall cause to be Laid before
you and having also maturely Considered and debated on the whole of it we
have unanimously Concluded that this matter cannot properly be Brot
before you by an Appeal and that this Court ought not to lay before you the
Proceedings therein for which however the Party can at any time have from our
Records a Copy of Wch to give you any Reasons for the Same or any further or other
answer there upon so as to make this Court in any wise become Respondents to the
said Petition of Appeal to your Court

Signed by order of the Honorable mayors Court
of Madraspatnam

Town Hall in Fort St George
Saturday April the 1st 1738

April 20th — Thomas Topping and Thomas Pilling officers of this Court being called upon
to give an Account of such Passages in Ramchundrois Case wherein they
themselves are Concerned now severally Between in a Declaration which they
Affirmed upon Oath in the presence of the Court

Whereupon the Bench Requested the Mayor that he would Lay before the Court
an Account in writing of Such other Passages Concerning the said affair as
had come within his knowledge and it is

Ordered that the two Declarations before mentioned be Entered of Record

Ordered that the Sheriff do give his attendance the next Court Day

On Saturday the 31st of March 1738

Ram Chundrou was Returned by Thomas Pilling Court Serjeant, to my
Servant Anne Pa between the hours of Eight and nine in the forenoon
about an affair of Poy Came to my house and told me the Governour wanted
me I Immediately went to the Garden where I was Called for before the

day before Just as the Court broke up I was asked again what time it was that I com-
-mitted him on to the Marshalls Charge I answered about Eight a Clock this morning I was
asked again whether I had had him in charge ever since I first took him Prisoner tell
the time I committed him I made answer yes which answer I made as Supposing
my partner [illegible] who take care of him at first and was at the time of my Examination
absent upon some Business I had had him in Charge all along —

In the Evening I was sent for by the Sheriff and he asked
me if I knew any thing of one Ram Chendra being putt in Prison I answered yes
further he asked by whose authority I said an order made by the mayors Court
with that the Sheriff gave me a Writ order to go and Demand him of the Mar-
-shall telling me that I was not to commit any one under the Marshalls Charge
without a special Warrant given from under his hand I went to Demand the
Prisoner and in the Interim the Mayor and Marshall was both of them coming
down the Town Hall Stairs and to the best of my memory the Mayor said to
me well or something to that purpose I spoke that I was come to Demand the
Prisoner but whether the Marshall Shall orders not to deliver him till such
time he had been riding with the Governour Then he should hear further I
went and acquainted the Sheriff and he Immediately ordered me to go and —
Demand of the Marshall the Prison keys he deniged the delivery of them to me
till he spoke to the Sheriff the same Evening the Sheriff happened to see me stan-
-ding at the Gardens telling me to go to his house and told me Ram Chendra was
there only to give an eye over him till he come back and to the best of my —
knowledge he said he should be admitted to Bail about Seven the same Evening
the Mayor sent for a Court Sergant with that I was obliged to leave with one of the
Sheriffs Peons I met with the Sheriff by the way and told him the Mayor had
sent for one of us and that I had left him with one of his Peons —

Thomas Pelling

Jurat in Cur 4th
April 20. 1738.

April 27th. Francis Bonus Esqr. Sheriff attends the Court agreeable to an order of the last
Court Day

The Court desire to know of the Sheriff whether he has proceeded any further in
the case of Ram Chendra since he was last Interrogated by the Court on that matter

The Sheriff answers that he had no orders —

The Court ask of the Sheriff from whom he met and he had no orders

up fore and approved by the Court the next time of their meeting which would be the next Friday following being the 6th of April) afterwards Jwas told that I might have with drawn which I did accordingly.

Vnor in fter
May 22 1733.

Jun 5 — Ram Chendru attends in Court.
The Court ask of him whether he has paid the fine of 50 Pagodas
Answer not yett
The Court ask of him whether the fine had been Demanded of him by any Body
Answer not yett
The Court ask of him whether Mr. Torriano had delivered him any Paper
Answer yes Mr Torriano sent one to him about twenty Days ago by a Peon
The Court ask of him whether he had yett that Paper with or about him
Answers no twas at Home —

Tuesday 8th The Mayor delivers in the Declaration Requested of him by the Court on the 20th of April last which he has been prevented from doing sooner and attests the same on Oath administred to him in the presence of the Court by Mr. John Powney the Senior Alderman

Messrs Powney and Nash from the Bench confirm that part of the said Declaration where their names are mentioned and declare the same to be true in toto idem verbis

Ordered that the said Declaration be Entered of Record together with the Copy of the Petition of Appeal of Ram Chendru

The Court finding by the Registers Report on the 8th ultimo and by the Copy of the Answer of Ram Chendru the 5th Instant that they are not like to learn any Resolutions taken in the Case by the Honoble the Court of Appeals later than their Order and Decree of the 31st March which was only for admitting Ram Chendru to Bail and their Warrant directed to the Sheriff Instantly to take him out of prison for that purpose as he has hitherto so continued without any Satisfaction given to the Court and shewing now yet what other Light into the matter they can expect. It is ordered that the Register do collate the proceedings therein from the Beginning as they stand upon our Records and lay the same before the Court as soon as may be

Friday 11th Mar 30th Ram Chendru being by order of the Mayors Court to be committed to the

ready in two or three days time" on which I reminded him of the order of the Court which Expressly directed that he be imprisoned till he should pay it and Represented to him further that this order could not be any longer dispensed with by Suffering him to go at Large as he had hitherto done but, that he must be forthwith put into prison unless he paid it upon this he Ex postulated one of his attendants and sent him away Captain Sowney soon after offered to lend Ram Chendru the money upon his note to which he replied as (Interpreted) that "he had sent already to Athroff for it" he was thereupon ordered to be put into prison till the Money should be forthcoming; on which Captain Sowney Perceived his offer of advancing the money for him which he seemed then so inclinable to accept that Captain Sowney afterwards told me Ram Chendrue went with him to his house and let him count the money to him and wrote out the note for it. thought at last he (Ram Chendru) told him he could not take it upon which he was put into the Court Prison —

Saturday March 31st ... The same day at past eleven a Clock in the Forenoon —

Mr Torriano brought me the Decree of the Court of Appeals Dated this day I told him that I could not Act in the matter of my self but that I would desire the Gentlemen of the Court to meet in the evening upon the occasion "he replied that" the Court of Appeals were then waiting for an Answer which he must therefore have immediately" Accordingly I sent to call such of the Gentlemen members of this Court who were in the Town directly to the Town Hall and wrote a note for that purpose to Mr Drake who was then at his house at some distance from the Town and all the residing members except messrs Drake and Campbell being met we retired into my Apartment there and Shutting the doors, we were proceeding to take the case into consideration when the Clock Struck Twelve where fore and because Mr Drake for the aforesaid reason was not yet come we agreed among our Selves to part then and meet again in the Evening upon it with which Resolution Mr Torriano being called in to us was made Acquainted.

All the Inhabitants of the place being Summoned this day to attend on a Ceremonious Procession on Account of the Governour having been Dismissed from the Moors Government of an Elephant &c. as I was repairing to the Fort House which was the place of Rendezvous appointed between the hours of four and five in the evening Genl Thomas Pelling before mentioned (who told me) "the Sheriff was asked Ram Chendru out of Prison" I

con'd

agreed among our selves to send our Register to the Clerk of the Court of Appeals with the following message to be delivered verbally which the Register afterwards informed me he had done —

„The Mayor having Communicated to the Gentlemen
„Members of the Court a Letter of yesterdays Date being Sunday the first
„of aprill 1733. and Received them by him signed by Mr. George Fortians
„as Clerk of the Court of Appeals directed to the Honobles the Mayors Court
„of Madraspatnam and wherein it is said that the said Letter is sent by
„direction of the said Court of Appeals. They do thereupon ordenme to —
„Deliver this message that they do acknowledge the Receipt of the said
„Letter but that they Apprehend they cannot Regularly enter upon any Debate
Concerning the purport of it in a judiciall manner during the time of the adjournment of
the said Mayors Court which time will not be out till Friday next.

In Witness of the Truth of this Declaration to the best of my knowledge and Remembrance I have hereunto Sett my hand and attested the same upon Oath in the presence of the Mayors Court of Madraspatnam this Eight day of June one Thousand Seven Hundred and thirty three.

Samuel Perkes
Mayor

July 12th. The following Resolves on the Case of Ram Chundre where at a Generall Meeting of the Resident Members of this Court held yesterday for that purpose Approved of and then ordered to be Read in Court this Day and they were Read Accordingly —

The Register having delivered in a Copy of the whole Proceedings in the Case of Ram Chundre according to order of the 8th. ultimo the Court upon Reperusing the same do unanimously think it Incumbent upon them to come to some Resolutions thereupon for the Support of their Dignity and preservation of their privileges and Rights —

Because that Ram Chundre was guilty of a very great offence in endeavouring to pervert the good Intentions of this Court in their administration of Justice in a Cause of considerable value —

Because this offence was committed on the very day whereon happened a trial of a Native of this place by name Markis for a indicted perjury in a case lately depending in this Court but acquitted on a nice point of Law whereby it may follow that these people who are yett unacquainted with our Laws may be led into hopes of Carrying on such pernicious practices with —

signed among our sakes to send our Register to the Clerk of the Court of
Appeals with the following message to be delivered verbally which the
Register afterwards informed me he had done —

"The Mayor having Communicated to the Gentlemen
"Members of the Court a Letter of yesterdays Date being Sunday the first
"of aprill 1732. and Received them by him signed by Mr. George Torriano
"as Clerk of the Court of Appeals directed to the Honoble the Mayors Court
"of Madraspatnam and wherein it is said that the said Letter is sent by
"direction of the said Court of Appeals. They do thereupon ordain me to
"Deliver this message that they do acknowledge the Receipt of the said
"Letter but that they Apprehend they cannot Regularly enter upon any debate
Concerning the purport of it in a judiciall manner during the time of the adjournment of
the said Mayors Court which time will not be out till Friday next.

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Samuel Barkes
Mayor

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ordered to be Read in Court this Day and they were Read accordingly —

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tration of Justice in a cause of considerable value —

Because this offence was committed on the very day
whereon happened a trial of a Native of this place by Name Markiseya a Indicted
perjury in a case lately depending in this Court but acquitted on a mere point of
Law whereby it may follow that these people who are yett unacquainted with
our Laws may be led into hopes of Carrying on such pernicious practices with —

the Court of Oppers Criminal are greatly tend to the bringing this Court into
Contempt with the Black People from whose Evasion rational Disposition
that cannot but be expected when they see it deprived of that authority which
is an Essential means to Guard against such Evils

for all which reasons aforesaid being Debated &
duely Considered the following Resolutions are unanimously approved of
and agreed to That It is the Opinion of this Court that the proceedings
of the Honoble the Court of Oppeals in the Case of Ramchandra are an unwarrantable
Abreach of the priviledges and rights of this Court and tending to Expose it
to Contempt and Insults of those people

That this Court will therefore take a Convenient
opportunity to represent the matters to England for obtaining Redress
Although for the present Leaving to our selves such our priviledges and rights
This Court will cause all further proceedings against Ramchandra to be
Stayed in order to preserve peace and Quiett in the Settlement

That it is the Opinion of this Court that Francis
Rose Esqr. Sheriff has been Guilty of most notorious breach of the said
priviledges and rights of this Court and of a breach of duty of his office,
being by Charter only Subordinate in Civil Cases, to the orders of this Court, for
which offence with the Aggravating Circumstances Set forth in the Declaration
of the mayor and Thomas Pilling the Court Serjeant and Thomas Lyons
Goaler attending it. This Court doth apprehend they might Justly Inflict
a fine upon him Even of five hundred Pagodas as agreable to the nature and
Constitution of the place — however

That this Court will not proceed to Censure him on
that account but Refer the Determination thereof also to England

Orders for Regulating the Practice of the Court

For Translates Ordered that all Translates of Bonds and other Papers produced in this Court either
January 1734 in the Mattabar or Jentue Language be Carried to Mr Mansell the Examiner to be
Translated and that such Translates be Signed by him before the Same are Admitted
to be Read in Court

Tuesday the 4th of Ordered that Bills of Complaint in future may be Lodged with the Register between
February 1734 the days of adjournment the Same being first Shewn to the Mayor for his approbation
and that the Register do Issue Summons thereon

Tuesday the 11th day of March 1734 Ordered that the Defendant in all Suits depending in this Court do deliver
their Answer in their own Language signed by themselves to their attorneys
and that the attorneys do Annex the Same to the Answer by them delivered into this
Court to the Intent y^t the Defendant may make oath to the truth thereof at the time
of Answering to his Answer

Friday the 21th day of March Ordered that Mamagapah the Jentue Conceaply do Read all Bonds & Deeds Papers
to be Translated by Mr Mansell and that Charles Vero do pay the said Mamagapah
two fanams for his Trouble therein and the said Mamagapah is sworn to Execute Such
office Justly

Ordered that every Native in future to whom an oath is Administred in Court do pay
to Charles Vero two fanams

Ordered that all persons who are unwilling to employ Charles Vero as Interpreter
in any Cause depending in this Court be at Liberty to bring any other person to
Interpret on their behalf paying the Accustomed Fee to the said Charles Vero and
it is further ordered that such persons so to be brought as Interpreter do take the
usuall oath Administred on Such Occasions

A List of Fees Regulated by the Mayors Court and Approved by the Honble President in Council at Fort St. George the 15th June 1733.

In all Suits or Value from Five Pagodas to Twenty Pagodas

Attorney	For Drawing a Plaint Bill	1
Register	For Reading and Filing it	2
	For all Summons & Jugdment	2
	For the Judgement of Court or a Copy thereof	2
	For an Warrants of Arrest or Execution & Jugdment	3
Bailiff	For Serving all Summons	2
	For taking Bail	3
Interpreter	For every Oath administred to a Native	1
Sheriff	For Serving all Summons	2
	For Serving all Warrants of Arrest and Execution	4

Besides this Accustomary Consumption on all Sales

In all Suits under five Pagodas in Value

Register	For all Summons & Jugdment	2
Bailiff	For Serving the Same	2

and in Case of any further Proceedings then according to the Rates above Recited

For Registering Attesting & Sealing Deeds of Conveyance Bills of Sale &c Mortgage

One p Cent on the Value

G. M. Pitt

Gov

June 15th 1738 The Register is Directed in Registering all Papers hence forward always to observe to Number them Progressively in the Register Books as he goes on and to Insert in the Margin of the Paper Registered the Number it shall so bear in the Register Book. together with the Number of the Page thereof in which it shall be Inserted also if any Conveyance be afterward made of Houses &c. Land always to Refer in the Book to the Number of the last Title Registered

He is Directed also to note in the said Book the day whereon such Papers are Registered and to Sign his Name thereto as Register Immediately after Entring them

Estimate of the Charges of Repairing the Bankshall Town Hall and Prisons
adjoyning

Charges of Repairing the Bankshall

The Bankshall 58 feet long and 49½ feet broad Wall 15 feet high

63 Bricks thick	Wall Bricks 50000 @ 1700 pr Pagoda	88
20 Pillars	Pillar Bricks 6000 @ 600	10
	Terrass Do 80000 @ 2300 Do	32
	Paving Do 7500 @ 700 Do	10 18
Cart & Sand 300 Boats @ 5 Jamans 3 pr Boat		25
Cheroam the said Pillars to be Laid on Cheroam and to Plaister the Walls &c		
Terrass 1100 Parra @ 15 Para pr Pagoda		78 18
Shgbrick &c for Jaggery Ghee and other things		35
Bricklayers & Cooleys both great & Small also the Cooleys for Carrying the Cheroam all Charges Amounting to		50
	Bricklayers Charges Pagodas	329

New Roof

Beams 20 @ P 3 pr beam is		60
Joyer Large 112 of 13 feet long & Inch Broad 3 Inch Thick		
Do Small 66 of 8 6	A Roof made of	
Bore Plank Amounting to 178 Joyers in all is 39 Bore		
Plank @ P 2 8 pr Plank all Charges Included		117
Sheathing Plank 400 @ P. 15 pr 100 is		60
Nails 100 @ P. 5 : 9 : pr Rio		21
One Door & Frame		12
Carpenters, Sawyers & Cooley to bring the Plank		15
		315
	Carpenters Charges	1

Charges Repairing 3 Prisons and one Godown at the back of the Town Hall

Sand P.		3 27
Cheroam 50 Para P. 3. 18 Jaggery Ghee P. 3		6 18
Clay & Sand 12 Boats @ 5 Jam. 3 pr Boat		3 18
Walls Bricks 2550 P. 1. 18 Terrass Do 600 Jam 9		1 27
Paving Bricks 1750 P. 2. 18 Brab Stone P. 1		3 18
Bricklayers & Cooleys Great & Small		5
		24
One Timber		8
Sawers & Carpenters Cooley		3 18
Nails for D° 13. Smith Cooley & Iron P. 1		4 18
		40
Repairing 3 Prisons & 1 Necessary House		
Paving Bricks 1400 P. 2. Sand P. 1		3
Cheroam 70 Paras P. 5 Jaggery Ghee P. 2		8
Wall Bricks 2650 P. 1. 18 Bricklayers Cooley Great & Small &c		6 18
2 Timbers P. 16 Sawers & Carpenters Cooley P. 1		20
Nails & Iron for Bars & Hinges		15
		52 18
Repairing the Top of the Town Hall — Cheroam Cooley		20
Do and Painting Windows & Doors		36
	Pagodas	792 18

Copy

To the Hon^ble the Mayors Court
of Madraspatnam

Gentlemen

I am ordered by the Hon^ble the President & Council of this place to deliver you a Copy of his most Gracious Majesty's Grant of all Times Liveyed or to be Liveyed within the Town or District of Madraspatnam to the United Company of Merchants of England trading to the East Indies and to tell you that in Consequence hereof they do expect an Account of all Times by you Levied and Received Since the Publication of the Charter till this time

In Answer to your other Request in your Letter of the 21st. of April last past to have Copies of such Passages of the Company's Letter laid regularly before you as concern the Grants & Proceedings of your Court I am ordered to tell you that they have never intended any orders so to do from the Company but that any Person who is desirous thereof may see them in the Office at proper Hours Signed by order of the Hon^ble the President & Council by

Fort S^t George
Dec^r A. 1733

Gentlemen
your most humble Servant
George Lorrano Sec^ty

To the Hon^ble the President & Council
of Fort S^t George

A Charge Exhibited by the Mayor and
Aldermen of the City of Madraspatnam
Against Charles Barrington formerly
an Inhabitant of the said place and one
of the Aldermen of the Hon^ble the
Mayors Court of said Place

for that the said Charles Barrington [illegible] certain to
certain advice received both Accepted of and Entered into Correspondence with a foreign
Prince for carrying on and maintaining a Separate Trade & Commerce to and
in the East Indies in which Service he is come aboard the India and now actually
arrived upon this Coast of Choromandell whereby the said Charles Barrington
is guilty of a Breach of Several Acts of Parliament against Such Practices
made & provided and hath forfeited his Rights & Franchises as an Alderman
and

Judge of the said Mayors Court of Madraspatnam, the said mayor
men do therefore desire the Honble the President & Councill of Madras
am will Cause him the said Charles Barrington to be Cited to answer
Premises at a certain day & place to be prefixed and Appointed and in
ault of his Appearance that they will proceed Against him as by the
ter is Directed

Fort St George
33

Signed By orders of the Honble the Mayors
Court of Madraspatnam

Hble the Mayors Court
Madraspatnam

Gentlemen

I am ordered by the Honble the President
Councill to acknowledge the Receit of a Letter of the 13th September to them
ned by your Register Accompanying a Charge by you Exhibited Against
Charles Barrington for that he had Accepted of and Entred into the Service
a Foreign Prince for Carrying on and maintaining a Seperate Trade &c
mmerce to and in the East Indies and for that he is come abroad to India in
h Service and is now Actually Arrived on this Coast of Choromandell
Whereby the said Charles Barrington is guilty of a breach of Several acts of
lement Against Such Practices made & Provided and hath forfeited his
glits & Franchises as an Alderman and Judge of the said mayors Court of
adraspatnam and praying that they will Cause him the said Charles
arrington to be Cited and in Default of his Appearance that they will
ceed Against him as by the Charter is Directed

And I am further Ordered by the said Honble
sident & Councill to Acquaint you that upon Recourse to their Records they
nd there did on the 28th of October 1729 Send you a Decree for the Removall of
e said Charles Barrington from being a Judge of your Court and though the
id Charles Barrington did Appeal from Such Decree yet it has not been
eversed and they the said President & Councill do therefore order me to ac-
quaint you that they are Determined to abide by the said Sentence of Remo
all then Signified to you Signed this 8th day of December 1733 in Fort St
orge in the Town of Madraspatnam by order of Honble the
President

To the Hble the mayors Court of
Madraspatnam

Gentlemen

I am ordered by the Hble the President
& Council to tell you that they have been Informed that you have at diverse
times since your Establishment Levied Fines which have not yet been ordered
to them: and his present most Gracious Majesty having been pleased
to grant to the United Company of Merchant of England trading to the East
Indies all Fines and Amerciaments Levied or to be levied by your Court and
directed the Payment of the Same to the said President and Council they the
said President & Council require an Account of all Fines so Levied by you
and that you do on Receipt hereof pay the Same to them Signed by order
of the Hble President & Council by

Gentlemen

your most humble Servant
George Torriano Secty

Fort St George
the 9. 1733

To George Morton Pitt Esq. President &
Governor and Council of Fort St George

Gentlemen

We are to acknowledge the Receipt of a letter
in our date of the 9th Instant Signed by your Secretary in which you are
pleased to require an Account to be Laid before you of all the Fines Levied by
this Court and that Immediate payment be made thereof to you in Comply
ance to a Grant from his most Gracious Majesty for that purpose to the
united Company of Merchant of England trading to the East Indies —

We think our selves here upon obliged to represent
to you that hitherto no such Grant hath been notified to this Court where
fore we have unanimously Agreed for the present to Request that you will Cause
the said Grant or its Copy to be Transmitted to this Court to which as in all Cases of
the Like nature we shall pay all Due and ready Obedience —

This gives us an opportunity to Request of you also
that being Informed that the Court of Directors of the said Company have in
their Letters to you at times wrote Concerning the business & Proceedings of this
Court you will order Copies of all such Passages to be regularly Communi
cated to us for our better Direction and Government in future

Signed by order of the Hble the Mayors Court
of Madraspatnam —

It is Ordered to be a Rule of Practice of this Court and for the Future that the Mayor for the time being shall Attest all Papers Registred in this Court and Cause the Seal of Court to be affixed which Appears to have been the Method formerly used by which means Recourse may be had more Readily to the Registry when ever Requires and is hoped it will be a means to prevent False Tittles in Disputes and Tittles which have frequently arisen

The Court taking into Consideration the Disproportion of the One Penny Sterl. Established as a Fee for Registering Papers not of great Value do Appoint that the Mayor shall Receive half pence & the Register half pence thereof

To
The Hble George Morton Lieut Esqr
President and Governour in Council
of Fort St George

Hble Sr

I am ordered by the Hble the Mayors Court to Represent to your Honr that the Banksall House is so far gone to decay that the Inhabitants cannot lodge their grain in it with any Security who have complained frequently of Damage done to great Quantitys in the Rainy Season through the Leakeness of the Roof and by the Floor being two foot below the Surface of the Earth. I am also ordered to acquaint you that the Prisons under the Town Hall are in so Ruinous a Condition that they are become very Insecure and that Several Repairs are wanting to the Town Hall & Office that work not having been well performed under the Direction of Mr Stephen Hues can be in the year 1728 for the Expences of all which there will be wanted at least the Sum of Pags 792: 18 — Accordingly the Estimate am ordered to which the Court have further Directed me to lay before your Honour in Council and the same being absolutely necessary to desire that you will thereupon order the Payment of the said Sum to them Agreable to the Honble Companys order for that purpose

I am Hble Sr
Your Honrs most humble Servant

Febry 13. 1732/3

Tuesday the 8 day
of May 1733. The Mayor Acquainted the Bench that he had frequent Complaints
made to him by Poor people of the Place for Recovery of Small Sums of Money
owing to them which will not by any means bear the Expence of the Ordinary
Process of this Court and Represented that it will therefore be necessary to think
of some Expedient for the Relief of such people in Carrying on their Suits at Law
being Approved

It is agreed that the Consideration of this matter be Referred
to a Committee of three of the members ——— And Accordingly Messrs
Downey. Scally and Naish are Appointed to be a Committee and are desired
to make their Report thereof to the Court as soon as may be ———

Tuesday the 22 day
of may 1733 The Committee Appointed to consider of some Expedient for the Relief
of Such persons as are obliged to Apply for their Recovery of Small Debts
owing them Deliver in their Report with a List of Fees which they think will
be Sufficient and Reasonable to be paid on such Occasions
Ordered that the List of Fees there by allowed be Laid before the Governour for
his Approvall ———

Whereas Several Disputes and Differences have Arisen concerning the
Renouration of said Sitts to Several Houses & Gardens Sold by Vertue of
Execution Warrants Issueing out of this Court
It is therefore Agreed and the Sheriff is hence forward
directed to Affix Advertisements on the Doors of all Houses and in the most Convenient
place on all Gardens before any Sale is made to give Notice thereof & that he is also to
apply to the Governour for his permission to beat the Town Town in the Night time
hood when Such Houses & Gardens so to be sold Stand to give proper Notice of the day
of Such Sale ———

Tuesday the 5th day
of June 1733. The Fees Stated by the Committee in their Report made the Last Court day having
been approved by the Governour a List of the Same Signed by him was delivered
in which together with the Translation thereof in the Country Language are ordered to be
hung up in the Town Hall ———

Resolutions of the Court Relating to Mr Charles Barrington

Dec.r 14. 1733.

For that he the said Charles Barrington having Accepted of and Entered into the Service of a foreign Prince for Carrying on and Maintaining a Seperate Trade and Commerce to and in the East Indies and being Come aboard the India and now Actually Arrived upon this Coast of Coromandell in Such Service is Guilty by he the said Charles Barrington is guilty of a Breach of Several all Acts of Parliament Against such Practices made and provided. The Court are of Opinion that by Such Practices the said Charles Barrington hath Forfeited his Rights and Franchises as Alderman and Judge of this Court and do declare that his Seat on the Bench as one of the Aldermen and Judges of this Court is become Vacant.

Ordered that a Generall Court be Summoned and Conven.d to Morrow morning the 15.th Instant for the Election of two Aldermen in the Room of Mr Charles Barrington and the other of Mr Edward Crokatt who hath Resigned and that the following Persons be then put in Nomination Viz.t

John Irving
Holland Goddard
William Johnson
Timothy Tullie

Dec.r 15.th Messrs Irving & Goddard were Elected Aldermen and Sworn into said office by the President.

with Impunity or at least not to be it that Regard and attention should
be had to every thing that is given in Evidence to Courts of Judicature

because on Consulting proper authorities of books &c
appears that the Members of Courts of Judicature are the most proper Judges of
offences committed against such Courts and that Fines Imposed by them for such
offences are Irreplevisable

because that considering the Constitution of the place
and the practice of the Courts formerly established here together with the gravity
ity of the person the being the chief Servant of the Honourable Englis and the
Circumstances of the time as before mentioned when this offence was committed
both the Security first Required of Ram Chundra of five hundred Pagodas
and the Fine afterwards laid on him of Fifty Pagodas seem very far from
being Grievous and oppressive as indeed is plainly to be seen on the face of
the proceedings he being in the first Instance Immediately bailed on the
presence of the Court and in the latter the money tendered to him on his own
proper note before he Suffered himself to be Confined.

because the Honourable the Court of Appeals have
never the less taken the affair into their Cognisance and have been pleased to
treat this Court thereupon in a manner very unsuitable to and incroaching
the Character it bears and the respect which ought to be preserved to it as well
by putting in an Irregular manner the Immediate Servants of this Court
under an Examination touching the proceedings of it as by their unprecedented
Warrant directed to the Sheriff in causing the doors of the prisons of this
Court to be forced open and the prisoner to be taken away all which was Carried
with a suddenness that prevented the members of this Court from the possibility
lity of coming to any Resolution of a contrary nature

because there hath hitherto been no Satisfaction
in any respect given to this Court here on neither Ram Chundra having
Submitted himself to the Authority of this Court nor the Honble the Court of
Appeals taken any notice so much as to advise their Determination with
Respect to the Fine for their Late Resolutions Imparted to this Court were
only concerning the admitting him to Bail and we can only learn from
uncertain Report that they have thought fit to remit to him the whole of
the said Fine

because there are Instances to be shewn by the Records of the

I asked him what the Sheriff wanted with him." Pilling answered that he believed it was to admitt him to bail" upon which I parted with him and went on the Lord Mayors side where I met the Sheriff Mr Francis Rous who addressed himself to me and told me "he must Demand the Prisoner (Ram Chundra) and thereupon shewed me a paper which he called a Warrant for so doing from the Court of Appeals though he did not let me Read it through I made him acquainted with the Resolution we had taken among our Selves to meet again so soon as this Ceremony should be over but he replied "he must take him and Immediately being directed so by this aforesaid Warrant" upon which I represented to him that the Deference of time would be but Inconsiderable and that the Deferring the putting this order in execution till then might prevent a great deal of trouble and confusion to which he made answer in words to this purpose "that where matters were kept easy and quiet such a thing might be done but as it had risen to a dispute it could admitt of no delay"

The Gaoler came to me soon afterwards and acquainted me that the Sheriff had Demanded of them the Keys of the Prisons and desired my orders thereupon to which I said in general terms that I would not Interfere in the case singly

I then set out with the other Gentlemen on the procession before mentioned and on my return home was informed that Mr Rous the Sheriff had been at the Prison and had taken the Prisoner Ram Chundra out.

Sunday April 1st ..... About seven a clock at night Mr Farmer brought and Delivered to me the Letter from him to the Mayors Court of this days date together with a Copy of Ram Chundras Petition of Appeal attested by him as Clerk to the Court of Appeals telling me there was no occasion for me and which he afterwards explained by saying that he meant there was no occasion for an answer then from me only —

Monday April 2 ..... There being a Sale at Garraways of an Europe Ships Cargo from China this day at the morning the Gentlemen Members of this Court had ordered to consider of the purport of this Letter till the evening when all being present Messrs Drake & Harrison excepted, and having retired in the manner before recited into my apartment I laid before them the said Letter and Copy of the petition of appeal and after some Debate we agreed