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Records of the Worship
the Mayors Court at Madraspatnam
Anno 1758.

Present

Samuel Bridley Esquire Mayor, Charles
Turner, Walton Stevens, Peter Mariette,
Francis Taylor, John Swan Smith,
Marmaduke West, Thomas Jones, and
George Stratton,

Aldermen.

this Honble Court at a certain time and place to be by this Honble Court appointed and prefixed then and there to Answer your Orators Bill of Complaint and further to stand to and abide such order and Decree therein as to this Honble Court shall seem meet —

John Palmer

Att.y for the Complt.

Cojah Aratun Badaramy D.r to Cojah Menasseen de Lucas Deceased's Outcry

To One Carpet	P.	1	51. 10
To One Copper Seltar		2.	6. 60
To 13 Copper Spoons		2.	18 .
To 1 Bundle of Bengal Wood		1.	12. 60
To 6 Handkerchiffs Bordd with gold braid &c.a		2	2 20 -
To one Pc. of Europe Cloth		4.	. .
To 11 Handkerchieffs		.	31. 10
To 2 pcs of Bettillah		4.	20. 20.
To 1 pc of Sofatie		2.	6. 60.
To 1 pc of Handkerchieff		1.	20. 20.
To 2 pcs of Mulmul		2.	27 .
To One Chest		4.	23. 20.
To One pair of Silver apparel for gargery		7.	6. 60
To 16 Small China plates		6	30. 30
To a Small Bundle of Nagabat Stones &c.a		2.	14. 20.
To a paer of Pearl		10.	. .
To an Silver Brufadoor and his plad		46.	. .
To an Silver Box		18.	. .
To 1 D.o D.o		4.	. .
To 1 D.o D.o		24.	18 —
To one Rosary of Coral		7.	9 .
To 1 pc of Sustrung		5.	20. 20.
To 1 D.o D.o		6.	18 .
To 1 pc of Sarry		4.	24. 60.
To 1 pc of Sallen		4.	33. 60.
	Pagodas	172.	10. 10.

Madras February the 13.th 1756.

Errors Excepted p.r
Sarod Nusar
Gelebik Gregorio

Sworn to be a true Translation from the Original in Armenian
by Mocarteum Mirzan

Mathd Lavell

Wherewith say that all and singular the Matters and things in the Replycant said Bill contained are true as the same are therein Alledged and asserted and that the Defendants said Answer is very untrue Imperfect and Insufficient in the Law to be replied unto, and these Replycants further beg leave to set forth that they deny that the Estate of Monasseram de Lucas deceased is considerably indebted to the Defendant for the Estate of Monasseram de Lucas, deceased only owes the Defendant Sixty Pagodas with the Interest due thereon which these Replycants have offered to pay the Defendant upon his giving a proper receit for the same, which the Defendant refussed to do. All which Matters and things these Replycants are ready to aver maintain and prove as this Honble Court shall Direct and humbly pray as in and by their said Bill they have already prayed

John Palmer
all[s] for the Replycants

9 March 1757.

The Rejoinder of Avratoon Badranny of Madras Merchant to the Replication of Catchick Gregorio and Avial Nagar Executors to the Last will and Testament of Monas Cawn Lucas Deceased

This defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit of Exception to the many Errors Untruths Imperfections and Insufficiencies in the said Replication Contained for Rejoinder thereunto saith that notwithstanding the Replycant denying that the Estate of Monas Cawn Lucas deceased is indebted to this defendant in more than Sixty Pagodas this defendant doubts not to prove to the Satisfaction of this Honourable Court that the said Estate now and is now Indebted as is alledged in this defendants answer, all which matters and things this defendant is Ready to ever maintain and prove as this Honourable Court shall direct and humbly pray as in and by his said Answer he has already prayed

Wm Fowke Palmer
for Wm Hamilton

May it Please this Honble Court to cause the said Coriat Nazar and Gabriel Gregorio to be Summoned and Required by the Sheriff of Fort St George Town of Madras. peons and the Districts thereof personally to be and appear at a certain time and Place to be by this Honble Court appointed and prefixed then and there to Answer this your Orators Bill of Complaint, and further to stand abide such order and Decree thereon as to this Honble Court shall seem Meet

J M Stone
Archdale Palmer } Att[ys] for the Comp[lt]

Account of Expences to Save Cojah Minasseean de Lucas's Merchandize Town Materials, Two returns Attended &c[a] from the French Med[t]

1746	To Did money to a Officer called Mons[r] Very	Pag[s]	Fa[s] Cas
	Quartered at his house for 5 Months & 5 Days		
	at 30 Pagodas p[r] Mo[th]		155 " "
	Peons Rogers to Watch his house 6 Peons, being		
	5 months @ 5 Pagoda p[r] Month & Peon		25 " "
	Cash paid to Secure his goods at White Town		
	at the time demolishing his house		30 " "
	Present made to the said Officer, at differ[t] time Viz[t]		
	Gurgoram ... 6 p[s] @ 2 pagodas	12 " "	
	Marchays ... 6 d[o] @ 1½ d[o]	9 " "	
	Guinghams ... 4 d[o]	2 " "	
	Morres ... 10 d[o] @ 1½ d[o]	15 " "	
	Chints ... 9 d[o]	12 32 "	
	an Gold cane head	12 " "	101 32 "
	To Diamond Ring to Mons[r] Briat to prevent		
	the goods from Carrying to Pondichery		25 " "
	Presents to d[o] and Mons[r] Friel by their favour in		
	the Cancellation & Abromacment Minasseean's		
	goods to the Malabars and other Merchants &c[a]		
	Velvet ... 4 p[s] @ 7 Pag[s]	28 " "	
	Gurgoram ... 6 d[o] @ 7 d[o]	28 " "	
	Cloth cloth ... 2 d[o]	4 " "	60 " "

(D)

Estate of Minasacan d'Lucas in Acct w.th Aratone Badrany Cr.

Dr.

To the amount of Expences &c.a to save his Merch.s as p.r particular Acct 179.22.35

To Ditto to Joannes Orangan for 2 Mo.s at 10 f.r Anna 20.- -

To Ditto Gunghanna gave to D.o 3.- -

To Cash p.d Command.t by his Order 2.- - 204.22.35

To Sundries on Pagodas 179.22.35 for an.d May 18.th 4/17 to this date make Pg.s 5.12 8 p.r Cent p.r Annum 502.- -

Pagodas 1107.22.35

By Amount of Sundries Sold Vizt.

Cuttanies 13 p.s 32.18.-

Timbers &c.a 40.- - 72.18.-

By Cash for Sept 30 @ 370 f.r 100 pag.s 13.12.-

86.- -

By Sundries bought at Aubery 472.10.10

By Interest on Pagodas 86 from Janry 30.th to this date 4/17 10. 23. @ 8 p.r Cent p.r Annum 86.3.19.

Pagodas 32.6.13.29

By Ballance 10.16.9.6

Pagodas 1107.22.35

Fort St George the 23.d December 1756

Errors Excepted

&c.a

reasonable Costs and Charges in this behalf most wrongfully
Sustained

John Palmer
Att[y] for the Pltf[s]

We the under written Arratoon Badramy having had dispute
with Menassacan de Lucas p Amal Nazar & Catchick Gregory
Executors to the said Deceased Menassacan have agreed to refer
the cause of our dispute to M[r] Shawmier Sultan who we have
chosen Arbitrator for that purpose and we are to stand and
abide by his Decision. And as it may happen that either of
us may be dissatisfied at his decree, whichever of the party
should so dislike the same is to forfeit the Sum of Three hundred
Pagodas to the Armenian Church. Madrass 3 May 1756

Amal Nazar
Catchick Gregory
Executors to the last Will of Menassacan
Arratoon Badramy

Sworn to be a true Translation from the Original in Armenian by
Moscarhom Mirzan
Matt Clarke Cl[r]

I have seen Arratoon Badramys Complaint & Demands on Menassacan
de Lucas Estate alias Amal Nazar & Catchick Gregory Executors
to Menassacan de Lucas their Reply thereto & have examined them
& think & find that on the 20 May 1747 the said Controversy
was settled between Arratoon Badramy & Joannes Hoanjan
Attorney for the said Menassacan at Madrass in the presence
of the Sedrs & other Armenian Gentlemen as observe by
the Papers that then passed between them. & therefore think
Menassacan de Lucas is to pay to Arratoon Badramy Sixty Pagodas
on the day aforesaid which is to pay with the Interest that may
become due thereon. Having weh these two of their known have given
one to each Party. Madrass 5 Nov[r] 1756

Shawmier Sultan

Sworn to be a true Translation from the Original Armenian
Moscarhom Mirzan
Matt Clarke

1st

as in and by their said bill they have already prayed

Archdale Palmer
J. McMone
Att'ys for the Kept

Translate of an Obligation of Joanes the Son of Canjan

Know all men by these Presents, that there were some Goods, May the 20th 1747 at Madras belonging to Ceja Manassacan Surat In the Hands of Ceja Arrathoon Padruny, and Joanes Hester of Cayan, Came to Madras to Receive the said Goods, & to deliver them unto Syed Rafsacawn But the said Arrathoon Refused to deliver the said Goods, Saying that a Woman to have Sixty Pagodas Commission, for which I Give this Obligation to him, & Here with bind my self to Go to Pallicatt & Receive the said Sum of Sixty Pagodas, & Remitt the same, Witness My Hand

Joanes the above mentioned

I Padry Joanes the Son of
Miguel by the Consent of
the said Joanes am Witness

Jew Translate as near as can be
Thaddeus Ago Cary

Sworn to be a true Translation from the Original in Armenian
by Thaddeus Ago Cary

Matt. Clarke Cr

Translate of a Letter of Minayacan Lucas to Arratoon, Bearing
dated at Pallicatt May the 7th 1747

Sir

I sold Sandys China Root which are in 37 Bags & one
Chest & Bales of Goods & two Chests of China Ware be pleased to
deliver to Ceja Joannes the Son of Cuanjon Peruard, Because these
are not mine, & are Goods that were sold, the said Ceja Joannes
to have the full Power of them Before this time they were delivered
to you as Mine, Now the owner wants them Expected to give
them

19 March 1757

The Rejoinder of Caddick Gregory
and Khoja Nowaz of Madras
Merchants Executors to the Last Will
and Testament of Menasseeauen
de Lucas to the Corfe Replication of
Arratoon Bathanny also of the
same Place Merchant

These Defendants now and at all times hereafter saving and
reserving to themselves all and all manner of Benefit and advantage
of exception to the many Errors Uncertainties Imperfections and
Insufficiencies in the said Replication contained for Rejoinder
Thereunto say That all the Accounts depending between the Replyant
and these Defendants as Executors to the Estate of Menasseeauen
de Lucas except what these Defendants in their Original Bill
so far as were referred to Arbitration and that the Arbitrators
Shamier Seltzer Awarded that these Defendants should pay
unto the Replyant the Sum of Sixty Pagodas And in Consequence
thereof these Defendants absolutely declare they have frequently
tendered the said Sum of Sixty Pagodas to the Replyant upon
his giving a receipt for the same which the Replyant refused to
do And these Defendants further beg leave to set forth that
they admit that the Replyant purchased the Goods before the
Award was given yet the said Goods were not included in the
Award as they were purchased at Publick Auction and
Consequently could admit of no dispute Therefore these Defendants
insist that the Award is still in force and their demand just
All which matters and things these Defendants are ready
to aver maintain and prove as this Honble Court shall direct
and humbly pray as in and by their said Answer they
have already prayed

John Palmer
Atty for the Defts

Interrogatories to be Exhibited to such Witnesses as shall
be produced Sworn and Examined on the part and Behalf of the
Complainants in a certain Cause wherein Caddick Gregorie
and Khoja Nowaz Executors to the Last Will and Testament
of

9th March 1757

The Rejoinder of Catchick Gregory
and Uscal Nazar of Madras
Merchants Executors to the Last Will
and Testament of Monasseram
de Lucas to the Corps Replication of
Arrahon Padruny also of the
same Place Merchant

These Defendants now and at all times hereafter saving and
reserving to themselves all and all manner of benefit and advantage
of exception to the many Errors Untruths Imperfections and
Insufficiencies in the said Replication contained for Rejoinder
thereunto say That all the Accounts depending between the Replyant
and these Defendants as Executors to the Estate of Monasseram
de Lucas except what these Defendants in their Original Bill
have for ever referred to Arbitration and that the Arbitrators
Shawmier Sultan Awarded that these Defendants should pay
unto the Replyant the Sum of Sixty Pagodas And in Consequence
thereof these Defendants absolutely declare they have frequently
tendered the said Sum of Sixty Pagodas to the Replyant upon
his giving a receit for the same which the Replyant refused to
do And these Defendants further beg leave to set forth that
they admit that the Replyant purchased the Goods before the
Award was given yet the said Goods were not included in the
Award as they were purchased at Publick Auction and
Consequently could admit of no dispute Therefore these Defendants
insist that the Award is still in force and their demand just
All which matters and things these Defendants are ready
to aver maintain and prove as this Honble Court shall direct
and humbly pray as in and by their said Answer they
have already prayed

John. Palmer
Att for the Defts

Interrogatories to be Exhibited to such Witnesses as shall
be produced Sworn and Examined on the part and Behalf of the
Complainants in a Cause wherein Catchick Gregorio
and Uscal Nazar Executors to the Last Will and Testament
of

shown at the office of Mr John Maxwell Town Attorney for the
Defendant by Comarapa who left a note of the Name Title and
place of abode of the said Shaumier Sullan and afterwards
on the same day being Sworn and Examined deposeth as follows
1 To the first Interrogatory this Deponent saith that he has known
Colchuck Gregorio 2 Years, Arrat Nazar and the Defendant 9 years
or thereabouts
2 To the second Interrogatory this Deponent saith that the Complainants
as Executors to the Estate of Monsuacan de Lucas and the Defendant
did about seven Months past refer some Accounts to be decided
by him this Deponent as Arbitrator, and saith in the Accounts
was proved and Merchandize the Defendant had saved when
the French were in possession of Madras, as also what Expences
the Defendant had been at in saveing and selling the
aforementioned Goods with his Commission, and saith that
he does not recollect when the said Accounts Commenced or
ended, that the Sum Awarded by him this Deponent for the
Complainants to pay the Defendant was Sixty Pagodas with
Interest. And further this Deponent saith that there was no sum
of money mentioned in the said Accounts depending between
the Complainants and Defendant for sundry Effects purchased
at publick Auction belonging to the Estate of Monsuacan de Lucas
deceased And more saith not to this Interrogatory
3 To the fifth Interrogatory this Deponent saith not to any particulars
Questions enquired off in this Interrogatory

Matt: Clarke
Ex.

Shaumier Sullan

Mayors Court
Madrasapatnam

Between Colchuck Gregorio and Arrat
Nazar Complainants and Arratoon
Petrassy Defendant

Depositions of Witnesses on the Cause taken by and before
the Examiner of this Court as follows
Arratoon Petrassy of Madras Merchant Aged 30 Years or
thereabouts being produced as a Witness on this Cause on the
part

sworn said Lazarrand deposeth as follows
1 To the first Interrogatory this Deponent saith that he hath known
Catchick Gregorio 12 Years, Aviat Nazar and the Defendant —
10 Years or thereabouts
2 To the third Interrogatory this Deponent saith that he knows the
Complainants offer'd to pay the Defendant ye sum of money
Account an Award given by Shaumier Sultan between the Complainants
and Defendant, that the Sum Awarded was Sixty Pagodas with —
Interest And more this Deponent saith not to this Interrogatory
4
5 To the fifth and last Interrogatory this Deponent saith that he
knows there were Disputes between the Complainants Defendant
and that they consented to have them decided by Shaumier Sultan
who Awarded the sum of Sixty Pagodas & Interest to be paid
by the Complainants to the Defendant And saith that the
Complainants offer'd to pay the Defendant he discounting
for what Effects he had purchased at Minasacan de Lucas
Aubry And more saith not to this Interrogatory

Matt Clarke — Jacob Jacob
L.S.

Translate of a Paragraph of a Letter of Mompoacan Lucas
Bearing Date at Pollicat the March the 25 1717 In Abraham
I wrote a Letter to Ingazee Sage and inclosed in this,
to whom I wrote that he should pay you two three hundred
Pagodas and also I wrote him that I owe you Money and that
he should pay you the Same without any Delay in Ready
Money If not in such Cash that you may be able to dispose
the Same, and also that you much Money very much I hope
you will make your Diligence to deliver the said inclosed,
and Receive from him the said Sum in Ready Money or
Goods

True Translate from the Original as neare as can be per-
sworn to before me
Matthew Aga Perry C.
Claud Russell one of the Aldermen
of the Corporation
L. McStone
Archibald Palmer } Att. for the Complt

Say I shall make no Objection for all that he Shall want
to Applaud to take a House in the whole Town I Applaud of your
House where you Shall Carry all what you have got and all
my Goods, Wayne materials windows, and all Lumbers, and be
pleased to do Just as you think Proper

And there Came out of the Place a Large Quantity of Goods
Belonging to Mallows by Leave who prevailed to Estimate their
Goods at Half Price and paid 20 per Cent which will Cost them
Dear by Ten per Cent and they will Sell their Goods at a
very Good Rate which will Answer their Charge but all the
Difficulty lay upon the Goods of our People on account of
Prejudice to one another which occasions an Impossibility of
Clearing and Bringing our Goods out

Sent Translate from the Original as near as can be per

Thaddeus Aga Barry C.

Sworn to before me

Edmd Russell } One of the Aldermen of
the Mayors Court

I. McMorine
Archdall Palmer } Agents for the Company
Complainants

Translate of an Extract of a Letter of Manuscan Lucas Dated
at Pallacate Dec[r] the 5[th] 1716 To Coradhoon and Selk

The chest of the Papers and the two Casks and Trifles
which you Sent along with Lathorn Received all

Translate of an Extract of a Letty of Manuscan Lucas
Dated at Pallacate Dec[r] the 15 1716 To Coradhoon and Selk

The empty chest of Drawers and two empty Leaden Pots
and several Copper Vessels which you Sent Received

Translate of an Extract Signed for Manuscan Lucas
to Coradhoon and Selk Bearing Date at Pallacate
Dec[r] the 25[th] 1716 To Coradhoon and Selk

Received along with Canapa two Small empty chests

Translate of Several Paragraph of a Letter of Manasseram Lazars bearing Date at Pallecatte the 25th 7ber 16. To Arratoon and Self.

I Passed Substitute you my General Attorney that you should recover and receive of Padray Stephanus all my Chattels and Goods, and also I wrote to the said Padray to deliver unto you the Same: And Before this I directed you in my Letter of Attorney to Carry the same Long with you to Pondichery But this is my Second order now, That out of all the Goods that you shall receiver and that comes to your hands, you must by to Save them and Send out the Same, as much as possible, and remit the Same here, And you have my Full Power to manage and do in Respect of Saveing the Same, the whole or the Part of them.

And be pleased to present my Compliments to Monsieur very the Officer that is quartered at my House and Speak to him. That I take him to be my Elder Brother, and this I have and Sun him: I take him to be So and Shave a very great Reguard for him and According to his Reputation and Action he Seems a very Good Sort of a Gentleman, If god be pleased I shall wait upon him at Madraps or Pondichery and Sr I must tell you that the Padry has not used him well: and you must tell him that he Should Lodge at my House and no Body should have any thing to Say: And I have also told the Sathoor to attend on his Service whose attendance you must take Care that he Should Serve him well and you must Supply him always with Ghee and Rice for his Victuales

And by the Help of God, after the Saving of my Goods you must gether them all into the House of Comra, or where you think Proper and they must be packed up in Light weight, That the Coolys Should not halt any where at Night and that they Should march with the Goods at Four o'Clock in the Morning, and arrive here in the afternoon and you must Send Long with them Ther Sathoor Two Peons and Comra,

Free

True Translate from the original as near as can be per
Thaddeus Aga Parry C.

Sworn to, before me
Claud Russell
J. M. Stone
Archdale Palmer } All for the Corp.s Comp.t

A Translate of a Paragraph of a Letter of Manasacan Lucas
To Areathcon, Bearing Date at Callicoade April the 2. 1718

Before this Time, Cya Joanes wrote to me, That you, by the
help of God, are endeavouring, to Save my Goods. But there
will be Some per Cent. charge, thereon, to Save the Same and
that you and, he will Save them all. But now, he writes
to me, that he with you, lodged a Petition, (about the Same);
in the hands of the Governour, who said, That will Cary
the said Petition before the Board of Consultation, and
by the Authority, of the Consultation, he will give leave,
to Carry out the Same. I must tell you, That, the
application, to the Council, is every hard Matter: But also
I must tell you, That you know, Best the State of the Affairs
of that Place; If you think you can Compass, the Affair
of saving the Goods by the Consultation, it is well, If not
you must, avoid the Application to the Council, and pay
Some per cent, upon the Same; and Save them. Beg you
will clear and conclud, the said Affair, by what means,
you think proper; Because every Body, that comes, here,
from thence, informes me, That if you followed, your own
Method, you would have Saved, my Goods Ten Times

True Translate from the Original as near as can be per
Thaddeus Aga Parry C.

Sworn to before me
Claud Russell } One of the Aldermen
of the Mayors Court
J. M. Stone
Archdale Palmer } All for the Corp.s Comp.t

Attested to be a true Extract. David Morse Regr

Mayors Court at Madraspatnam

L.S.

Mayors Court

Friday the 5th day of August Anno Domini 1737

Between Amal Navar and Catchick Gregorio of Madras Merchants and Executors to the Last Will and Testament of Mirzacaun de Lucas Deceased Complainants and Arratoon Badramy also of the same Place Merchant Defendant And Arratoon Badramy of Madras Merchant Complainant and Amal Navar and Catchick Gregorio also of the same Place Merchants and Executors to the Last Will and Testament of Mirzacaun de Lucas Deceased Defendants

This Cause coming on to be heard and debated together this day in the presence of the Parties and their Attorneys on both sides. On hearing the pleadings and arguments made use of by the Attorneys and on due consideration had thereon, This Court doth unanimously think fit to Order and Decree and doth accordingly Order and Decree that the Original Defendant shall pay unto the Original Complainants the full and just Sum of One hundred and Seventy two Pagodas the Sum of Sixty Pagodas with the Interest of Eight per Cent per Annum from the 28th day of May 1737 being first to be deducted therefrom, and likewise that the Cross Complainants Bill be Hereby dismissed and that the Cross Complainant do pay the Costs of both these Suits.

J. Carr.

To the Honble the Mayors Court at Madras patnam

Copy 1756 Humbly Complaining Sheweth unto this Honble Court your Orator Cuvack Jacob of Madras Merchant that on or about the Twenty third Day of March which is in the present Year of Our Lord One thousand Seven hundred and fifty six Mer Booker of the same Place Merchant became Indebted to your Orator in the full and just sum of One hundred and Eighteen Pagodas Twenty six fanams and Twenty two Cash Current of Madras But the better to Satisfy this Honble Court that this your Orators Bill of Complaint is justly founded your Orator humbly begs leave to refer to and for the transactions of this Affair from whence this Bill arises as well past the same in the most Clear Light

That Thomas on or about the Eleventh Day of August in the Year One thousand Seven hundred and fifty three Silas Andrews and Young Cawn Mariners being then bound on a Voyage to Mergary Borrowed on Bond and received from your Orator the Sum of four hundred and Ten Pagodas Current of Madras to Run & Respondentia on board the Ship Mary Sheriff from this Port of Madras to Mergary at Eighteen Pcent for the Voyage of Eight Months and that if the said Voyage should exceed the said Term then to pay Percato And the Ship returning in Twenty three Months whereby a Percato became due to your Orator of One hundred and Eighteen Pagodas Twenty Six fanams and Twenty two Cash the Principal and Interest of Eight Months having been paid your Orator before by the aforementioned Mer Booker, And whereas the aforesaid Mer Booker did become bound unto your Orator for the said Silas Andrews and Young Cawn in case they should not Comply with the terms above mentioned as will more fully Appear by an Attested Copy of the Respondentia Bond hereunto annexed for the Inspection of this Honble Court And that whereas the aforesaid Silas Andrews hath been sued for the said Debt and Thereby declared himself Insolvent and Incapable of Discharging your Orators Demand on Which the said Silas was for the Present discharged although a Power of

We the undersmarked John Andrews & Gravara Cawn Nazada of the Ship Ally sera[?] do hereby acknowledge to have received of Mr Guarach Jacob the Sum of Four hundred ten Pagodas Current of Madras the half of which Sum is two hundred and five Pagodas to Wit at Respondentia on the Ship Ally and from this port of Madras to that of Mangrey at the Rate of Eight per Cent if the Voyage be concluded in Eight Months & longer pro Rata And we do bind our selves Jointly one Days after the safe Return of the said Ship to this port to pay to the said Guarach Jacob the said principal & Respondentia with the Profits of the Same being on Account the said Guarach Jacob In Truth whereof We have hereunto set our Hands before Witnesses at Madras the 26 August 1752

Witness John Andrews

A True Translation from the Original by
John de Frias

Witness
Mer Brooke. John Andrews & Gravara Cawn signd this Bond
in our presence
Mahomed Raja
Sheik Gulam Mustery
Said to be a true Translation from the Original by Jan de Frias
Read for the Complainant
Mat Clarke
Clr

Mayors Court
at
Madraspatnam

Tuesday the 23 of March Anno
Domini 1756
Between Guarach Jacob of Madras
Merchant Complainant and John
Andrews and Gravara Cawn also of the
same place Merchants Defendants
This Cause coming on to be heard and Debated this day
in

by this Defendant merely to oblige the Complainant Cyprack Jacob

All which matters and things this Defendant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully sustained

J. M. Stone
Solr for the Defendant

The Replication of Cyprack Jacob To the Answer of Mer Coulon

This Replyant now and shall ever hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections of the said Answer For Replication thereunto saith That all and Singular the Matters and things in this Replyants said Bill contained are true as the same are therein Alledged and That the Answer of the said Defendant to the said Bill is very Untrue and Insufficient to be Replied unto and this Replyant saith That the Defendant Ascertaining that the Translation of the Obligation is false and Incorrect and that he was Obliged thereby only to the Payment of Two hundred and Ten Pagodas cannot be true when he Confesses the Payment of Four hundred and Eighty five Pagodas and Ten Fanams being the Principal and Premium and which the Defendant to Screen Himself from the Imputation of having paid merely to Oblige this Replyant will not any more Deny and this Replyant humbly Conceives the same is a sufficient Acknowledgement that the Defendant Entered into the full Tenor of the said Obligation and that became Bound thereby equally became as the Principal on the Non payment of the Latter and Replyant is ready to Prove Nomination and prove the same as this Honble Court shall Award and humbly Prays as in and by the said Bill he hath already Prayed

Isaac Morgrod
Solr for the Replyt

In Open upon same Person who understands the Persian & the Language in which the Allegation is written and likewise the English By mutual Consent they name Moore in Persian the Companys Translater and it is Ordered that he Attend the next Court day to Interpret the said Allegation.
Reserved the Consideration of this Affair till that time

Attested
Rank Marsh
Regr

Extract of the Minutes of a Court held the 20 day of July Anno Domini 1756.
Gannock Sarah
Ux
Moor Bauker
Bill with a Decree of this Court and a Responsive Libel exhibited and
read
Answer read
Replication Spiall read
Rejoinder Spiall with an Attested Extract of the afore said Bond exhibited read
An Order made the last Court day relating to this Cause read.
Mr Peter Prescott the Company's Linguist attends both parties being in Court agree that he shall be permitted to give an Interpretation without the usual Oath and that they will abide thereby. The Allegation of Moor Bauker being shown to him he delivered in the following written Translation thereof
I Moor Bauker hereby affirm that with respect to the Bond of the said Madam Sarah and Nogaudah Gafary Canandaul may or Deliver the Money at the Limited Time I shall be Answerable for the said Sum of Pagodas 1112
Signed by
Moor Bauker
The Translator being found to differ both from the one exhibited by the Complainants Bill and the other delivered

[illegible]

Court of Appeals
Madras Jurisdiction

Saturday the 26th day of December
Anno Domini 1757

Between ... Moor Boocker of Madras Merchant ... Appellant

And ... Everard Swab of Madras Merchant ... Respondent

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honourable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 26th day of July Anno Domini 1756 and upon due Consideration had of the matters therein severally contained and of the pleadings and Arguments used by the Attorneys on both sides This Court doth therefore Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honourable the Mayors Court given in this Cause be reversed and set aside and that the Respondent do pay all Costs in this Court.

per Curr.

Jno. du Pre Clerk of Appeals

your Orator mentioned the aforegoing Circumstance to this Honble Court assured by your Orator that the Defendt could before as more than what your Orator had prayed for in his Bill of Complaint your Orator therefore humbly Conceives from the aforegoing Circumstance that he has a right to demand of the said Cormaul Mondleare aforesaid the Sum of seven hundred and ninety Pagodas Sixteen fanams and Sixty five Cash which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of three hundred and Sixteen Pounds three Shillings and nine pence or there abouts as will more fully and at large appear by the Account Current marked A hereunto annexed for the perusal of this Honble Court and which your Orator prays may be admitted as part of this your Orators Bill of Complaint And your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested payment of the aforesaid Sum of Pagodas seven hundred Ninety Sixteen fanams and sixty five Cash of the said Cormaul Mondleare Balow and as may please this Honble Court that the said Cormaul Mondleare obstinately and wilfully refuse to give your Orator any manner of Satisfaction touching the premises your Orator therefore prays a Subpoena may issue out of this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Cormaul Mondleare may upon his Corporal Oath true and perfect Answer make unto all and singular the Matters and things herein before Alledged and Setforth as fully truely and Effectually to all intents and purposes as if the same were herein again Repeated and Interrogated and the Cormaul may unto your Orator the aforesaid Sum of seven hundred Ninety Pagodas Sixteen fanams and Sixty five Cash together with Such Interest as now is or may become due thereon until full payment is made, also all Costs of this Suit May it please this Honble Court to Cause the said Cormaul Mondleare to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear at a Court to be held by this Honble Court appointed and prefixed then and there to

Answer

The Answer of Cormaul
Nicodaiare to the Bill of Complaint
of Samuel Fredkark

The Defendant now and at all times hereafter saveing and
Reserving to himself all and all manner of Benefit and Advantage
of Exception to the many Errors, Uncertainties Imperfections, and
Insufficiencies in the Complainants said Bill contained for
Answer thereunto or unto so much thereof as the Defendant
is advised doth materially concern him to make answer
unto, He the Defendant answereth and Saith that he cannot
help taking notice of the unusual method of the Complainants
Proceedings in this Affair having formerly given in an Account
Current under his own hand wherein he Credited the Defendant
for half the amount of the Wreck bought of M.r Van Olden
and obtained a Decree for the same and now pretends to that
he should have Credited this Defendant for only One third part
of the said Wreck as this Defendant became Answerable for Gulam
Mahamed Hussain Cannon now this Defendant in the first place
denies that he ever was bound for Gulam Mahomed Hussain
and in the next place Submits the Validity hereof to the Complainants
Assertion to the Consideration of this Honble Court, and prays
leave to say that the Same is false for any one must be left for
a Perusal of the Complainants own false Books to be
guilty of Such Errors of such a Nature However this Defendant
prays leave to answer to the Complainants Annual Current
Account & his Bill of Complaint as to the Article of Freshwood
and Sixty Pagodas charged for half the Amount of Thirteen
Leaguers of the said Wreck which this Defendant received
the money for this Defendant prays leave to acquaint this
Honble Court that the Complainant 1st an former Account
Current delivered into this Honble Court charge this Defendant
for the same under the Date of the Seventeenth day of July in the
year one thousand seven hundred and forty Six and which
this Defendant did by order of this Honble Court discharged
as Will the Complainant has now unjustly charged this
Defendant for the whole of the thirteen Leaguers, Altho' he
affords that this Defendant was greatly concerned with them
in

A.D.

grace as the Worthle Court shall direct and Assembly
pleaze to be pleased to confirm with his reasonable costs and Charges
of this behalf most wrongfully sustained.

J. McRose
Att.y for the Defend.t

Brought Forward 44 Cr

1847 October	1	By Cash Received of them on off my Bond		P	1200 — —
May	3	By Ditto	Ditto		200 — —
July	22	By Ditto	Ditto		100 — —
Sept	1	By Ditto	Ditto		100 — —
October	12	By Ditto	Ditto		100 — —
December	5	By Interest the above Sum till this Day (9 Months)			700 — —
		By Ditto			130.32.62
				Pagodas	1830.32.62
1848 December	15	By Ballance brought from the above Account		P	1310.19.20
	21	By Cash Received of them on my Bond			200 — —
1849 February	2	By Sundrys paid Mr Clements on Shares			261.37.10
March	2	By Cash Received of him			19.19 — —
1848 June	27	By Cash Received of him on my Bond Rs 159			
July	4	By Cash Received of Bomgonah			50 — —
	12	By Ditto	Ditto		300 — —
	15	By Ditto	Ditto		18 — —
	18	By Ditto paid Mr Vencatasoma Comaply		93 — —	
		By Cash Received		7 — —	100 — —
August	2	By Ditto		100 — —	
	4	By Ditto		18 — —	118 — —
	7	By Ditto			50 — —
	8	By Ditto	Rs 200		
	14	By Ditto on my Bond			100 — —
	21	By Ditto Mr Clements on Account of Pedrom Rent			21.18
1849 February	2	By do Rs 8			8 — —
May	10	By do Ditto			8 — —
		By Nine Ditto			69 — —

Carried Over Pagodas P 2376.7.10

Brought Over Rs 4939 ... P. 2376.9.60

By Sir Interest on the foregoing Sums from the above Date to
31 January 1757 @ 8 Pent P Annum Viz.

On Rs 1210.12.20	11. 6. 15.		P. 1266.12.50	
200.	11.		176. —	
2465.27.10	10.18.29.		215.12. —	
19.12	10.10.28.		4.— 60	
On Rs 4939	10. 7. 3.	668.9		
30.	10. 6. 19.		12. 7. 50.	
360.	10. 6. 17.		283.27.32.	
18.	10. 6. 13.		13. 6.30.	
100.	10. 6. 12.		81. 9. 68	
118.	10. 5. 27.		99. 1. 60.	
30.	10. 5. 25.		41. 23.10.	
9300	10. 5. 22.	167. 12.		
500.	10. 5. 16.		33.26.60	
21. 18.	10. 5. 9.		4.34.68	
9.	9. 11.28.		6.11.24.	
8.	9. 9.20.		6. 8.	
68.	9. 8.20.		49.29.20	2503. 5. 70.
	Rs 4825. 5. —			2376.15.30.
By Ballance on Rs	212. 2. —		in Pag.	2376.4.60.
	Rupees 2037. 7. —		Pagodas	1172.33.19.

January 1757

Excepted

E.

to the Satisfaction of this Honble Court as well as the Honble Court of Appeals that the same was his just Due & to the Relief of how Lequeon of Berard which the Defendant asks for & he has never been Candidated for his Replycant begs leave to say he does not doubt but he shall be able to explain that matter to the Satisfaction of this Honble Court as his Answer to the Defendants Cross Bill & to the other part of the Defendants Answer it being trifling and Impertinent to the Cause this Replycant thinks it unnecessary to Reply thereto All which matters and things this Replycant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he has already prayed

John Palmer
Solr for the Replyt

Plans 1734

The Replycation of Edward Maddison
Defendant to Replication of Samuel
Southack Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Imperfections and Insufficiencies in the Replication Contained for Replycation thereunto saith that all and Singular the Matters and things in the Defendants said Answer contained are certain true and sufficient in the Law and to be Replied unto and this Defendant for Answer saith that he still doth and ever having become bound for Gideon Mahonnet Hebert And also what the Replycant says with regard to the sum of five Hundred and Sixty Pounds Currency that this Defendant has set forth in his Answer that he the Replycant has by endeavouring that Sum in his Account Charged this Defendant for more than the Amount of the Debts of the Estate; Now this Defendant prays Leave to say that the Replycant has certainly not given sufficient attention to this Defendants said Answer for he will find that this Defendant hath reported no Such thing with regard to that Sum but only says that the Replycant by Chargeing that Sum being half the amount of the Thirteen Legacies of Berard, [illegible] this Defendant

hundred and fifty one. to Which your Orator humbly refers and prays the same may be admitted as part of this your Orators Bill of Complaint

But now so it is may it please this Honble Court that the said your Orator hath often and in an amicable manner requested payment of the aforesaid Sum of five thousand Eight hundred and fifty one Pagodas thirty four fanams and sixty three Cash from the said Samuel Southcott yet the said Samuel Southcott obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the Premises, your Orator therefore humbly prays generall Relief such as to this Honble Court shall seem agreable to Equity and good Conscience.

To the end therefore that the said Samuel Southcott may upon his corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before Alledged and set forth as fully truly and effectually to all Intents and purposes as if the same were here again repeated and interrogated and he demanded upon oath to your Orator the aforesaid Sum of five thousand eight hundred and fifty one Pagodas thirty four fanams and sixty three Cash together with such Interest as now is or shall hereafter become due thereon and till full payment is made as also all Costs of this Suit

May it please this Honble Court to cause the said Samuel Southcott to be summoned and required by the Sheriff of Fort St. George Town of Madrasapatnam and the Districts thereof personally to be and appear at a certain Time and place to be by this Honble Court appointed and prefixed then and there to Answer the your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as this Honble Court shall seem meet

J. McHome
Solr for the Complt

hundred and fifty one two with Interest from the date aforesaid till the time of Payment also all Costs. The Complainant not being satisfied with the aforesaid Decree of this Honble Court he lodged an Appeal therefrom and the Cause coming on to be heard that Honble Court was pleased to Confirm the Decree of this Honble Court And in Consequence thereof the Complainant paid this Defendant the Sum of One thousand five hundred and fifty Nine Pagodas twenty one fanams and thirty Cash as also the Sum of One thousand eight hundred and Eighty six Rupees nine Annas for which he now debits this Defendant for on his Corrected Account Current under date the twenty first day of January One thousand seven hundred and fifty Six which this Defendant begs Leave to say is a sufficient proof that the Complainant is Litigious and only seeks to delay the Issue of the Cause as to the Sum of Fifty Pagodas the half of two Leaguers of Arrack which the Complainant now Charges this Defendant for happened as follows. When the Complainant and this Defendant bought the Arrack of Mynheer Van Olson it was put into William Monsons Godown till this Defendant and the Complainant Agreed to let Gulam Hussain be Concerned one third part of Sixty four Leaguers and one third when in order to save Godown Rent the same was removed to the said Gulam Hussains Godown except six thirds or two Leaguers which the Complainant requested this Defendant to put in his Godown upon which this Defendant returned the Complainant for Answer that his Godown was fully of Colombo Arrack belonging to Mynheer Vermont under the Complainants management but the Complainant not being satisfied therewith and being very Solicitous that the said Arrack should be deposited in his House this Defendant Agreed to receive the same and it was accordingly put into one of the Lower Rooms in his House Three of the above said Thirds this Defendant sold and gave the Complainant Credit for on his Account Current in the former Suit had in this Honble Court as will more fully and at large appear upon Reference being thereunto had and upon which said Account the Decree already mentioned was given As to the other Three Thirds or one Leaguer this Defendant absolutely declares were taken by the Enemy at the Capture of Fort Saint George And this Defendant further

the Defendant took on his own Account this Ryplyant denies that the Defendant ever troubled him for any part thereof and still insists that as the Defendant had Received the same on his own account whether or no the same was taken by the French it does not as this Ryplyant humbly conceives affect him in the least But that he the Defendant is answerable to this Ryplyant for the same And as to the Reasons given by the Defendant for being surprized at the Peace which this Ryplyant puts upon the same Namely, that it appears by his the Defendants Account Current annexed to his former Bill that part of the said Arrack was sold by the Defendant and this Ryplyant at the Rate of Forty six Pagodas p Leaguer, To which this Ryplyant prays leave to say that it as plainly appears by the said Account Current that same part of the said Arrack was sold at the Rate of Fifty Pagodas p Leaguer and some part thereof at the Rate of Fifty four Pagodas p Leaguer All which Matters and things this Ryplyant is Ready to averr Maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he hath already prayed

J. Mostyn
Attr for the Ryplyant

28th June 1707

The Rejoinder of Samuel Trenchard of Madras Merchant Defendant the Cross Replication of Romauld Middleton of the same Place Merchant Complainant

The Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of exception to the many Errors Uncertainties and Insufficiencies in the said Replication contained for Rejoinder thereunto saith that all and singular the Matters and things in the Defendant said Answer contained are certain true and sufficient in the Law to be replyed unto and this Defendant further saith that with regard to the two Leaguers of Arrack or one Hundred Leaguers which the Ryplyant sets forth he have not been troubled for by the Ryplyant but that at the Peace of Swerring to this Defendant Account Current Annexed to the former Bill had in His Honble

Q. Was the said Arrack sold or what became of the said Arrack at the Isle of Madras to the best of your knowledge and belief Declare

3 Do you know or can you say any other matter or things Material for the Complainant in this Cause if Yea set forth the same as you know have heard or do believe with the Reasons of such your Knowledge or belief Declare

John Palmer
Atty for the Compl.t

Mayors Court
Madraspatnam

Between Samuel Southack Complainant and Permaul Mudaliare Defendant

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

Crandapah Chelly of Madras Merchant Aged 25 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11 day of August 1757 sworn at the office of Mr. John Maxwell Now Attorney for the Defendant by Canacopia who left a note of the Name Title and place of abode of the said Crandapah Chelly aforesaid in the same day being sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent saith that he hath known the parties Complainant and Defendant in this Cause 20 Years or thereabouts

2 To the Second Interrogatory this Deponent saith that to his this Deponents knowledge the Complainant and Defendant were concerned in a Quantity of Arrack in the Year one thousand seven hundred forty six, that there was part of the said Arrack in the Complainants House at the Isle of Madras, that the Quantity was three thirds of a Leaguer that it was by the desire of the Defendant that the said Arrack was lodged in the Complainants House And saith that the said Arrack was not sold but carried away by the French at the Isle of Madras and more saith not

3 To the third and last Interrogatory this Deponent saith not having particulars

Extract from the Depositions of Condapah Chitty taken before the Examiner the 21st November 1734

Mayors Court at Madraspatnam

Between Samuel Trenchard Complainant
& Roomaul Madeleine Defendant

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

Condapah Chitty of Madras Aged 31 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 21 day of November Anno 1734 at the Office of Mr Peter Pouchet Attorney for the Defendant by Canacopah who left a Note of the Name Title and Place of Abode of the said Condapah Chitty and Afterwards on the same day being sworn and examined deposeth as follows

1 To the first Interrogatory this Deponent saith that he hath known both Parties 10 Years or thereabouts

2 To the Second Interrogatory this Deponent saith that in the Month of July 1716 that the Complainant his Master and the Defendant jointly purchased a quantity of Arrack from Van Olson at Pagodas 60 & Leaguer that the same Night that they bought it that the Complainant the Defendant Bomanah the Defendants Comcoply and this Deponent sold to different People 13 Leaguers of the Arrack for Pagodas 618 and that after the 13 Leaguers were sold the Defendant desired the Complainant to Order Van Olson to make out bills for those 13 Leaguers and 6½ more and at the same time tell them he Cafe Cudon Mahomed Hussain a partner for ½ of the said Arrack as that Quantity would be too much for them to vitch the Complainant replied that Cudon Hussains affairs were in an abstruse way and that he would have no concerns with him, that the Defendant answered that he would be Security for the Summ, place him in the Comcoply and let him receive the Money daily as the Arrack was sold and afterwards receive it himself from the Comcoply

Aug 11th 1737

Sworn before
Peter Morse
Esqr

Boimeapah the Defendants Conjurer & Evil Spirit Mentioned in his Plea
that when the Defendant his Master sent for him to come to the
Complainants where he went he found the Complainant and
Defendant in high Spirits, and afterwards that the Complainant
and his Servant the Defendant and himself went from thence
to Hoose and sold about Pags 600 worth of the Arrack, and that
the Complainant and Defendant ordered him to fill up the
remaining Leaguers which Accordingly did. that for the
above money the Defendants Son Vasudava Wrote the Notes
in English the Complainant Signed them and gave them to him,
and his own Servant with orders when they Received the money
to deliver the same into the hands of the Defendants Son, which
they did that same days after the Defendant sent for him the
said Boimeapah and told him that Gulam Hussain being
a partner with him the Defendant and Compl.t in the remaining
66 Leaguers of Arrack that it must be removed out of
Mr. Winsors Godown into Gulam Hussains for which they
were to pay no rent, he being one of the Partners, Which was
accordingly done, and that Gulam Hussain gave him the said
Boimeapah his note of hand for the same, and this Deponent
further saith that Boimeapah said that When the Defendant
came from Conjeveram that he sent for him and asked him
what he Should do as Gulam Hussain denied his being concerned
in the Arrack to Which he Replied it was impossible for him
to deny it as he had taken Charge of the Arrack kept the Keys
and given receipts for it upon to Which the Defendant asked
him if he had got the Receipts, he answered that he had Which the
Defendant asked him for and An Account of the Arrack that
was sold which he the said Boimeapah Delivered him and
more saith not to this or the Last Interrogatory.

Chadapah X his Mark

Jos.h Alexander Esq.r

Aug.t 16.th 1757.

A True Copy

Dan.l Morse
Regr.

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Augt 16. 1757

Examined and Compaird with the Book of Records for the Year 1756 in the Registry of the Honble the Mayors Court at Madraspatnam. & Attested to be a true Copy

Danl Mork
Regr

An Agreement given by Samuel Trotback of Madras to Gulam Mahomed Hussain of said Place a Mahomitan. Dated 5th July 1756

Whereas I Samuel Trotback have lately purchased a Quantity of Arrack out of the Batavia Ship I do hereby make this Agreement with Gulam Mahomed Hussain

That all the Arrack that is purchased shall be secured or Lodged in this Godown, the Value or price whereof being Pagodas 40. — p Leager each Leager is Accounted three Casks, and all Casks that are Lodged in the Godown are to be accounted for at same price no Godown rent is to be paid for the Arrack nor am I to draw any Commissions for the trouble I may be at in disposing of the same to Europeans. There is no Necessity for my giving an Account to Gulam Mahomed Hussain for any Debts I may contract in the disposal of the said Arrack as All such Quantities are to be placed to my Account the same day and Month on which they are sold, but all the Arrack that is Sold by him, is to be paid for before the expiration of the Month in which it is Sold and an Account of the Sale is to be given me daily. All sold by retail exceeding one Gallon is to be placed to our Joint Account, but what does not exceed a Gallon is to be placed to his Account, and it is Agreed that the price fixed for this retail sale is to be one fanam less than what others in Town sell a Gallon for. Thus we both make this agreement by our mutual consent and it is further agreed that I am to pay the Principal Money for the Arrack for which Interest is to be paid me from our Joint Stock.

Witness
Gopaul
Ramiah

S. T.

This Paper is said to be a just Translation from the Original by

the

Mayors Court
Madrispatnam

L.S.

Tuesday the 9th day of January Anno Domini 1758. Between Samuel Trenback of Madras Merchant Complainant and Pernaud Mondelaire also of Madras Merchant Defendant And the said Samuel Trenback Complainant & the said Pernaud Mondelaire Defendant.

Mayors Court

These Causes coming on to be heard and debated this day in the presence of the Parties & the Attornies on both sides, On hearing the Original Bill of Complaint with an Account Current annexed the Answer & Account Current annexed the Replication & Rejoinder the Cross Bill of Complaint the Answer Replication & Rejoinder the Interrogatories on the part of the Original Complainant & care Deposition taken thereunto, five Exhibits on the part of the Original Complainant together with the Records of a Translate of an Agreement between the Original Complainant & Gulam Hussain & of two Depositions taken in Court the 9th day of April 1754 On hearing the several Pleadings made use of by the Attornies and on due consideration had thereon, This Court are unanimously of opinion that the Original Complainant has not brought sufficient proofs to support his claim, there being only the Testimony of one Witness for Complt of the Original Complainants produced, to shew, in opposition to the Defendants oath, that the Original Defendants became Security for Gulam Hussein, & the Deposition of that Witness, seeming rather to imply, that the Original Defendants, if he really entered into any, was to be answerable only for what money Gulam Hussein should receive on selling any of the Arrack entrusted to his disposal, than for the payment of this the said Gulam Hussains share of the said Arrack. This Court doth therefore think fit to Order, Decree and do accordingly order & decree that the Bill brought by the Original Complainant shall stand dismissed with Costs. And it appearing to this Court that the suit brought by the Cross Complainant is altogether litigious, since the Demand he makes on the Cross Defendant has been already decreed by this Court, in favour of the Cross Defendant, which Decree was after wards confirmed by the Court of Arcotah. This Court doth therefore think fit to Order said decree & doth accordingly order and decree that the Bill brought by

and the Prisoner to pay unto Your Orator on Account of his Constituant the aforesaid Sum of One Thousand Six Hundred and Six Pagodas twenty four fanams and twelve Cash together with Such Interest as now or shall hereafter become due thereon untill full payment is made also all Costs of this Suit And your Orator prays leave to acquaint this Worshipfull Court that having made due enquiry He hath been credibly informed that the said Mandelah Verage hath with drawn himself to Pondicherry in order to avoid the payment of the Debt due to your Orators Constituant and as the said Mandelah Verage hath almost Lived within the Districts of this Worshipfull Court Jurisdiction and as he has Reason to believe that the said Mandelah Verage will upon being informed that this Bill is filed against him (which your Orator is agoing to exhibit) he may be shall be issued Process upon against him (will mortgage or otherwise Dispose of the said House in order prevent Your Orator therefore humbly prays this Worshipfull Court will be pleased to grant a Summons to Issue for the said Mandelah Verage to appear returnable immediately And that upon the Return thereof this Worshipfull Court will be pleased to grant a Commission to issue to Messrs Hughtworries and Robert Stones at Fort St David to Swear Your Orators Constituant to the Truth of his Demand and that upon the Return of the said Commission duly executed this Worshipfull Court will be pleased to grant unto your Orator a Warrant of Sequestration to Seize the aforesaid House together with what other Effects may be found within the Jurisdiction of this Worshipfull Court belonging to the said Mandelah Verage and Moreover that the said Mandelah Verage may be obliged to Answer this Your Orators Bill of Complaint and further to Stand to and abide such Order and Decree therein as this Worshipfull Court shall Seem Meet

J. K. Stone
Atty for the Compl.t

Rec'd 16th Feb'y 1787

To the Honble the Mayors Court
at Madraspatnam

The Humble Petition of Edward Burman of Madras Merchant Attorney
for Tyjee Saul Esq.r of Fort St David Surgeon

Sheweth

That whereas your Petitioner did on the part of his Constituent on or about the Seventh day of June last file a Bill in this Honble Court against one Mandelah Veraga for the Sum of One Thousand Six hundred and Six Pagodas twenty four Fanams and twelve Cash together with the Interest and Costs and as the said Mandelah Veraga was not to be found within the Districts of this Honble Court Jurisdiction this Honble Court did on or about the twenty first day of the said Instant June grant unto Your Petitioner a Warrant of Sequestration to seize upon whatever Estate and Effects might be found within the Districts of this Honble Courts Jurisdiction belonging to the said Mandelah Veraga in Order that your Petitioners Constituent might Receive full Satisfaction for his Demand. By Vertue of which said Warrant of Sequestration the Sheriff of the Town of Madraspatnam hath Seized upon a House situated in Mudaly Pilly Street together with sundry other Effects belonging unto the said Mandelah Veraga Now your Petitioner prays leave to acquaint this Honble Court that as the Amount of the House and Effects sequestrated as aforesaid will not be sufficient to discharge the Debt due from the said Mandelah Veraga unto your Petitioners Constituent and whereas the said House and Effects must remain Sequestred for the Space of Six Months from the Date of the Warrant of Sequestration by which Means the said House will be deprived of a great Part of this Demand which he might otherwise Recover and the good Intentions of this Honble Court will in a great Measure be frustrated Your Petitioner therefore humbly prays that the aforesaid House and Effects may be delivered into his hands for the Benefit of his said Constituent in order that He may take proper Care of the same or that he shall think proper to sell the said House which will in some Measure help to Satisfy his Constituents Demand and your Petitioner as Duty and Willing to give such

Security

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To the Worble the Mayors Court
at Madraspatnam

Rec'd & filed
9th Nov. 1757

The humble Petition of Abraham
Sawan and Abraham Bonjour
Ensigns of Foot in the Service
of the East India Company at
Fort Saint David

Sheweth

That whereas Anthony Moutack late of Fort Saint David
Ensign of Foot in the Service of the East India Company having on
the first day of October last departed this life at Fort Saint David
afore said Your Petitioners set forth that the said Anthony Moutack
did two or three days before his said decease declare in the presence
of Daniel Frushman also Ensign of Foot and John Carey Merchant
Both of Fort Saint David Two Authentick and indisputable
Witnesses that the said Anthony Moutack made Your Petitioners
his heirs to every thing he might die possessed of Excepting a Gold
Watch which he the said Anthony Moutack Begged your Petitioners
would permit to one Mademoiselle Lavarie at Bayerne

Your Petitioners therefore pray
that a Commission may issue
from this Worble Court to
examine the aforesaid Daniel
Frushman and John Carey
to the Truth of the said
Nuncupative Will of Anthony
Moutack Deceased and likewise
your Petitioners pray that
upon observing such evidence
this Worble Court will be
pleased to grant your Petitioners
a Probate thereof

And Your Petitioners
Shall Ever Pray

Archibald Palmer
Att[y] for the Pet[r]

And your Orator further begs leave to acquaint this Honble Court that as he has reason to believe that the said David Ramme is about to leave this Place he humbly prays that the said David Ramme may be Summoned by the Sheriff of Fort Saint George Town of Madras Patnam and the Districts thereof to appear immediately to give special Bail to stand the Issue of this Suit but in default thereof that a Warrant of Arrest may immediately Issue upon your Orator making Oath to the justness of his demand and that he has reason to believe that the said David Ramme will abscond upon hearing this Bill is filed against him and your Orator further prays that the said David Ramme may be obliged to Answer your Orators Bill of Complaint and further to stand and abide such Order and Decree therein as to this Honble Court shall seem meet

John Palmer
Attr for the Compt

Current 1/14 [illegible]

1934 Dec. 28	To my Debenture Bond in exchange for your Registered Letter Receipt for the Sum Principal	£	6000	— —
	Interest thereon from the 31st December 1934 to the 27th February 1937 both days inclusive at the rate of 10 per Cent per Annum	£	1311 10	9
		£	7311 10	9
	By Balance due to me		214 12 16	3
	Current Rupees		29726 10	—

Dec. 28th February 1937

Accepted

as Tendered

last passed between them in regard to the Cotton by which means
He would only lose the Cotton if this Defendant was become insolvent
and unable to discharge his Bonds; whereas on the other Hand
was He to account with Mr Thomas Raitt for the Cotton he must inevitably
lose near Seventy Thousand Rupees more: which opinion He is very
free to talk in his Demurrer to Mr Andrew Munroes Bill on
the former Suit as also in his Answer and Rejoinder in the
said Suit for on his Demurrer He says that with regard to
any Contract that may have passed between him and this
Defendant his Answerable to this Defendant alone and to no
other Person and in his Answer He allows the Purchase of the
Cotton and He says (when He endeavours to corroborate his said
Opinion of Being Answerable to this Defendant alone for the
Cotton) that He the Complainant and this Defendant having
Accounts between them was the motive that urged him the
Complainant to the Purchase of the Cotton which shews he
thought that the only means of having his Bonds discharged
by Mr Iss Resolution He says that as this Defendant was
Mr Thomas Raitts Lawfull Attorney He conceives that of
Consequence the Sale or Contract made by an Attorney or Agent
ought to be made good and Complied with by such Attorney or Agent
and not by the Constituents Owner of his Estate or Effects and
whether in any Agent such Contract done on his behalf in his
Absence by his Attorney of which the Present Case He says is
the first Instance of the Kind Again he says in his Rejoinder
that that part of this Defendants Declaration which says
that if He the Complainant would take the Cotton That no
Money was Wanted He humbly conceives corroborates with this
the Complainants Answer, and seems fully to imply that He
the Complainants was to Account with this Defendant for the
Cotton: moreover in his Answer aforesaid He allows that He
had no power transferring the Amount of the Cotton to the Accounts
between him and this Defendant Which is a very Strong
Corroborating of the Validity of the Contract But that it may not
be thought that the Complainants offering to have for the Amount
of the said Cotton was occasioned without this Answer or a
Rejoinder this Defendant prays leave to say that it is by no
Means

he would certainly save the Charges of mooring Portarage and every
probably the Expence of having a Watchhouse Built &c. The second
Section of it is very evasive or without Meaning for Good how could
it possibly affect any Persons Character to Induce him to Procure any
thing he had purchased: and secondly what can be more Probable,
or more Natural could the Defendant avoid asking the Complainant
to take away the Cotton as the Defendants Constitutd and Mr Thomas
Reid had hired a Warehouse for the aforesaid Cotton at certain Sum
Monthly Rent which must cease of course when the Cotton was weighed
off so that the Defendant humbly conceives that this Honble Court will
find that the Complainants Insinuations were not only unlikely, but
very unjust. The Complainant has likewise in his answer Dated
September the aforesaid said with the like fair Reasoning asked why
a Gentleman of the Defendants Genius and Punctuality did not protest
against him the Complainant for not taking away the Cotton when
he was Required, or at least why he did not send him the Key of the
Warehouse where the Cotton Lay. To shew the complexion of the
Cunning the Defendant will answer it and ask why a Gentleman
of the Complainants Genius and Punctuality did not protest against
the Defendant, when his under Servants came and told his Head
Servant and his Head Servant came and told him that the Defendant
was gone into the Country; and why He did not send for the Key of a
Warehouse which Stood in a Publick part of the Town and at a Distance
from the Defendants House Containing Goods sold but not weighed
Situated in a Road not much frequented in the Night time of the
Town from whence it might be very easy (or under cover of the Night)
a large parcell of the Commodity without being detected such this
Defendant knows to be the Situation of the Warehouse And with regard
to the Defendants being at his Country House called Bamtown it
could but little avail the Complainant if admitted for being only
about six Miles from Calcutta and from whence Boats are
continually passing and repassing he might have sent to the
Defendant for the Cotton at any time which never yet he has
done But the Defendant is convinced and formerly believed that
some of the Complainants Servants were sent by the Defendants
house in Town for the Cotton for on the first Day the Defendant
had agreed with the Complainants Agent to Deliver a Portion of the
Cotton

and

Nabob and at the same time told him that the Nabob had
told him before that would Destroy himself his Friends and
Country & he asked the Complainant Questions in his Answer
as aforesaid but with Regard to the Weight of the aforesaid
Cotton wherby that Mr Thomas Pitt had Charged for Ninteen
Seer more in each Bale than the other Bales of Cotton Weighed
that was imported at that time and came by the same Conveyance
the Defendant positively answers the Assertion to be false for the
usual weight of Cotton Bales one with another is about Four
Bazar Maund twenty Nine Seer and Eight Chataks, or Three
Hundred and Ninty Nine Pounds Avoirdupois or Thereabouts,
and the Defendant Measures declares that He bought Four
hundred Bales of Cotton at Surat about two Years Since and
carried them to Canton in China and they turned out one
with another about the same weight Namely three hundred
and Ninety Nine Pounds each the same must have been taken
in the Boats in coming up from the Ships These Reasons this
Defendant humbly presumes sufficiently prove that trifling
evasive Arguments were made use of by the Complainant in
his former Suit against Mr Andrew Munro: However this
defendant may reasonably expect that the Complainant can not be
very exact with regard to Transactions that depend upon Memory
when he is so Remiss in Letters that admit the exactness of Numbers
and which he has taken upon him to Affirm upon Oath. For in
his Answer in the aforesaid Suit which was delivered into Court
the twenty third day of November One thousand Seven hundred
and fifty Six He solemnly swears that this Defendant was at
time Indebted unto him in the Sum of Twenty two thousand
Current Rupees or upwards whereas in his Account Current
annexed to his Bill of Complainant he only makes this defendant
indebted unto him in the Sum of Twenty One thousand four hundred
and twelve Current Rupees Fifteen Annas and three Pice although
he has had the addition of three Months Interest and upwards at
ten per Cent per Annum namely from the twenty third day
of November One thousand Seven hundred and fifty six to the
twenty seven day of February One thousand Seven hundred and
fifty Seven

All

D^r Edward Holden Cruttenden Esq^r In Acct with David Barnes C^r

1736 Oct^r 20 To your Bond & Interest Bond on Exchange for
my Respondentia Bond for the Sum
Pags. 5 & 6^{ta} 600

1736 March 7 To Sundry Charges Contingencies & C^a
Returned with Interest by you during
my Absence & paid by me Account
Bills on Holland 272 12 11 572 6 6

Augst 12 To Bills on Bales & Chest Bags N^{os} 1 to 25
Bags N^{os} 826 13 @ 11 ℔ p^{r.} 19783.12. 9

To Amount of Interest on the above sums from the
Date Bills 6th 9^{br} 25th Feby 1737
on 600 — for 2 Y 2 Mths Gross 126.11.9
on 572.6.6 for 11 Y 2 Mths Gross 2.12 —
on 19783.12.9 for 1 Y 2 M^{s} D^{s} 1121.1.2. 2359.9 —
Current Rup^{s} 22345.12.2

By the Ballast & Provisions for y^{e}
Boats & your Accompt 2392.1.2
By Interest on D^{o} Bills 25th Feby 737 2972.8.9
22726.10.2
By Ballance due here 1316.2.2
Current Rup^{s} 22345.12.2

Madrass Feb^{y} 25th 1737
E & O^{r} D Barnes

Accountant although the defendant hath answered to the said Answer
& Supposed particular Account thereof in order to charge this Replicant
therewith although the said Cotton as this Replicant observes never
weighed off either in his presence or in the presence of any person em-
ployed by him after he had so Bargained for became of And that
this Replicants Refusal to Account with the said defendant for the
said Cotton is Just and Right This Replicant therefore humbly Begs
leave to offer unto this Honble Court That he Apprehends that he is
fully Supported therein not only by the Custom of Merchants But by
God And Sufficient Authorities Received And Used as such in
the Court of Law particularly Domats Civil Law Volume the first
Section the Second Article the first People Buy things for no other end
but to have them in their own power and to profit them thus the first
Engagement which the seller is under is to deliver the thing sold
Although the Contract makes no Mention of it Article the Second
Is Consequence of this first Engagement of the delivery and therefore
is Reckoned as a second engagement that untill the time of the delivery
the Seller is obliged to keep and take Care of the thing as sold Section
the seventh Article the Fifth In the sales of things which are
sold by Number Weight or Measure all the Circumstances and
all the Injuries which happen before the things are counted weighed
or Measured Fall upon the Seller for untill then there is no Sale
To all which humbly begs leave to add that this Honble Court
having been pleased in their decree given in a Cause between
Andrew Munro Attorney for Thomas Raitt as before set forth
And this Replicant Relative to the said Cotton Adjudged that as it
Appeared to this Honble Court that the said Cotton was not delivered
to this Replicant that Therefore he this Replicant Ought not to be Liable
to the payment thereof this Replicant not to take up the time of this
Honble Court needlessly would Willingly rest the Merits of his present
Cause upon what hath been already urged without further Notice
of the defendants said Answer But as the defendant hath therein
made some Quotation from and Reference to the several Papers
in the said Cause between Andrew Munro as Attorney for Thomas
Raitt and this Replicant in order to make it appear that this
Replicant did thereby Acknowledge Himself to be Accountable
to the said defendant for the said Cotton this Replicant is advised

if

Disposition of the Cotton aforesaid And of Consequence that Bezonji Bannie nor no one Else has any demand or Claim on this defendant for said on Account aforesaid Fourthly the defendant has by some further Dutations and Arguments endeavoured to prove the Contract with this Replicant for the said Cotton which Contract this Replicant admits But denies the Completion thereof on the part of the defendants by the Non delivery of the said Cotton Fifthly a great part of the Rest of the defendants said Answer is taken up with Specious Arguments to prove that the non delivery of the said Cotton was not occasioned by the fault or Neglect of the defendant but of this Replicant in Regard to all which this Replicant thinks it Needless to take up the time of this Honble Court with a particular Reply as he humbly Apprehends it is not in any wise material whether this Replicant did or as is Alledged which however this Replicant denies for did not Request of the defendant a delay of a few days on weighing of the said Cotton or whether this Replicant did or as he avers he did or did not send his Servant to the defendant to Weight off the said Cotton But that the defendant was gone to his Country House at Dum Dumma as this Replicant avers as is herein before Set forth that the said Cotton never was actually by him or any Legal tender made thereof or of any part thereof or any formal Application made to him to receive the same or was any mention made of delivery by the said defendant or till it was out of this Replicants power to get the said Cotton weighed Off or to receive the same by Reason of the General Confusion in Calcutta on Account of the Surrender of Cossimbuzar and the Nabobs Approach to Calcutta and no proof having been brought to the Contrary of what the Replicant now Asserts either in the Former Cause between him And the said Andrew Munro Attorney for Thomas Reid or in the present Cause this Replicant therefore humbly conceives that that part of the defendants Answer which Relates to the said Cotton cannot affect this defendant, All which matters and things this Replicant is Ready to aver Maintain And prove as this Honble Court shall direct And humbly prays as in and by his said Bill he has already prayed

Archdale Palmer
John Palmer
} Solrs for the Replt

In the Mode of the aforesaid Cotton or any part thereof now the Defendant pretends only Offering as he hath already done in his Declaration aforesaid that he requested the Replyant a Day or two after the sale of the aforesaid Cotton to weigh off the same, but the Replyant denied It might remain in the Godown or Warehouse for a few Days as he expected to sell it gainfully which the Defendant humbly presumes may justly be esteemed a legal tender of the same and that the Replyant can only blame himself for not receiving it And the Replyants Declaration for the Defendant saith this Defendant prays leave to make a few Remarks from the same Cotton which Sum fully to contradict those which the Replyant so much relys upon In Speaking with Regard to what purports said on Title the Second Section the first Article the second Reasons The Sale perfected by the bare consent of the Parties Altho the thing sold be not as yet delivered nor the price paid Therefore which makes the sale Mutual either in Regard of the Parties or their Estates &c And After the sale is thus perfected it is not any longer in the Power either of the Seller or Buyer to revoke his Consent although it were immediately after the Contract is made unless both Parties should agree mutually to do so also it Consequently as the Replyant has allowed that He did agree for and buy the Cotton of the defendant He cannot deny but that the Sale was fully completed Again in Speaking Concerning the delivery of the thing sold Title the Second Section the Fourth Article the Second Reason Answer Expressly in the Seller to Elude the Effect of the sale by his failing to make delivery of the thing and he may always be forced to deliver it if it is possible Provided that the Buyer perform on his part of the Contract In the same Manner likewise the Buyer cannot annul the Sale to be annulled by his not paying the price at the time appointed Again Article the twenty first Reason If the delivery is hindered by an Accident as if the Seller has been robbed of the thing sold that is if it has been taken from him by force The Seller will not be liable to Damages &c unless the Accident happened after he was in fault for not delivering Again Article the twenty Reason If the Buyer and Seller are equally in Delay the one in receiving and the other in Delivering the Buyer whose fault it is that the

Barnie he has Already proyed.

J. McStone
Att for the Defendant

Interrogatories to be administred to and Witness as shall be produced sworn and Examined on the part of the defendant in a Certain Cause wherein Edward Weldon Cruttenden of Madras Merchant is Complainant and David Barnie of the same place Mariner is Defendant.

1st To all the Witnesses
Do you know the Parties Complainant and Defendant in this Cause or either and which of them If yes how long have you so known how often and which of them Declare

2 To John Durand
Do you know or can you say what the usual Weight of a Bale of Surat Cotton and Do you know the Sign of the Complainants Godown which kept the Cotton? If yes, What Quantity of Bales of Surat Cotton Do you imagine the same will contain? & the best of your knowledge or Belief Declare.

3 To Annetta Edwards
Do you know or can you say What Time the Defendant with his Family came from Bombay before the Life of Calcutta? To the Best of your knowledge or Belief Declare.

4 To all the Witnesses
Do you or either of you know of any other matter or thing material for the defendant in this Cause? If so, set forth the same as you know have been informed or Do believe to gether with the Reasons of such your knowledge or Belief

J. McStone
Att for the Defendt

1st ... Say being Sworn and Examined Deposeth as follows
To the first Interrogatory this Deponent saith that she has known
the Complainant and Defendant in this Cause 6 Years or thereabouts
2 ... To the Third Interrogatory this Deponent saith that she does not
know what time the Defendant came from Durrdumma but
that his Family came from thence about a Month before the
Ship at Calcutta And further saith not to this Interrogatory
4th ... To the fourth Interrogatory this deponent saith not to any particular
Questions enquired off in this Interrogatory

Matt Clarke
Sworn

Henrietta Edwards

Regd Filed
5th October 1756

To the Honble the Mayors
Court Madrasapatnam

Humbly Complaining sheweth unto this Honble Court your
Orator Andrew Munro of Madras Merchant and Attorney for
Thomas Raitt late Residing at Calcutta in Bengal but now at
Jaffa Merchant, that Edward Holden Coultenden also late of
Calcutta in Bengal but now residing at this Place Merchant, stands
indebted to your Orators Constituent the said Thomas Raitt in the
full and just Sum of Nineteen Thousand Seven hundred and eighty
three Current Rupees, twelve Annas and Nine Pice which in Sterling
Money of Great Britain at the Rate of two Shillings and three
Pence for each Current Rupee amounts to the Sum of Two thousand
two hundred and twenty four Pounds thirteen Shillings and
Seven Pence or thereabouts, being for and on Account of Eight
hundred and twenty four Bazar Maunds and thirteen Seer
of Cotton sold by Captain David Rennie on or about the Second
day of June last to the aforesaid Edward Holden Coultenden
for and on Account of your Orators said Constituent, All which
will more fully appear by the Bill or Draught of your Orators
Constituent on the said Edward Holden Coultenden hereunto
Annexed for the Inspection of this Honble Court, to which your Orator
humbly Prays, and prays the same may be admitted as part of this
your Orators Bill of Complaint But so it is may it please this
Honble Court that though your Orator hath as his Constituents

part

Thomas Raitt on his Arrival in the River of Bengal from Madras
on Board Last some few days after the Loss of Calcutta, say and
acknowledge to the said Thomas Raitt, that he Augmented his Misfortune
if he had bought his Cotton of Captain David Rannie to his Sorrow, or
words much to that purpose?

And may it please this Honble Court to Order
and Decree that the said Edward Holden Cruttenden do pay unto
Your Orator the said Sum of Nineteen Thousand Seven Hundred
and Eighty three Current Rupees twelve Annas and Nine Pice,
together with such Interest as now is or shall hereafter become
due, until full payment is made: also all Costs of this Suit

May it please this Honble Court to Cause the
said Edward Holden Cruttenden to be Summoned and required
by the Sheriff of Fort Saint George Town of Madraspatnam and
the Districk thereof Personally to be and appear at a certain
time and Place to be by this Honble Court appointed and prefixed
then and there to Answer this your Orators Bill of Complaint
and further to stand to and abide such Order and Decree
therein as to this Honble Court shall seem Meet

John Maxwell Stone
Atty for the Complainant

Edward Holden Cruttenden Esqr

D.r

To 975 Bales of Cotton sold you by my Attorney my Brother
David Rannie on my Account about the 2d June last
payable in 2 Months each Bale Weighing Agreable
to the usual Weight of Cotton Bales of Bazar Maunds 5 Sp. 8
is Bazar Maunds 9[illegible] 13 @ 9th R.s 19 Maund

Cr.

Bales 975 @ 8

19783 12 9

Sincere Valley at Calla 2d Augt 1756

Thomas Raitt

A true Copy Danl Mork
Regr

Recd 1 Feb
by Mr Forsyth

The Joinder of Andrew Munro
Attorney for Thomas Raitt to the
Demurrer of Edward Holden
Routledge

And the said Andrew Munro saith that notwithstanding any thing
alledged by the said Edward Holden Routledge the said Bill ought
not to be quashed for as to what the said Edward Holden Routledge
Apprehends Who he does it under the Pretext of not answering unto the
words of the said Bill Namely that He must be accountable to
Captain David Rannie alone for the Cotton purchased of him, the
said Andrew Munro begs leave to observe as the chief thing upon
which the said Demurrer And the said Andrew Munro does not
in the least doubt being able to prove to the Satisfaction of this
Honble Court that Captain David Rannie sold the said Cotton unto
the said Edward Holden Routledge for and on account of the said
Thomas Raitt and for the Sum mentioned in the said Bill of
Complaint And as to what the said Edward Holden Routledge
conceives of his being Liable to be called upon by any other Person, who
as he says, may with the same degree of reasoning allledge, and
perhaps prove that the said Cotton was made over to them by the
Complainants Constituent, and that He the defendant has paid the
amount in his own Wrong; is, as the said Andrew Munro humbly
conceives a thing so very improbable that he does not think himself
obliged to make any other Answer thereto, than that he humbly
presumes it cannot in the least diminish his the said Thomas
Raitts Title to his demand And the said Andrew Munro further
saith, that the said Bill and the Matters therein are good and
sufficient in the law for him the said Andrew Munro as Attorney
for Thomas Raitt to maintain his Suit against the said Edward
Holden Routledge And therefore as the said Edward Holden
Routledge hath made no Answer thereto nor hath hitherto to
denied the whole of the said Bill, the said Andrew Munro
prays Judgment and that his Damages occasioned by the
Premises may be awarded to him

John Maxwell Stone
Attr for the Complainant

Aberdeen 1st Decr 1806

hundredweight which at Twenty four Current Rupees ₹ Maund
Amounts to two hundred seventy one Thousand five hundred and
twelve Rupees equantity not so soon Deprived of And as to the
Last part of this Interrogatory this Defendant says that the
Transferring the Remainder of the Cotton under Contract was never
mentioned But at the time of the Agreement and then not as the
Complainant mentions it who asks this defendant if he did not
propose the Transferring of 1953 Md. a Sum which this Defendant
could not know as the Goods were not Weighed off To the fourth
Interrogatory this Defendant Admitts That he had discourse at
Several times with Mr Nesbitt his Arrival at Tellich about the
Cotton but never Mentioned it in the Light This defendant
Apprehends he would have it appear by this Interrogatory as
This defendant has now answered the Complainants Interrogatories
This defendant begs leave for the Information of this Honble Court
to Relate a Narrative of the Whole Transaction as it really
happened; on or about the first or second of June last Captain
Rannie came to this defendants House where after some discourse
on different Subjects Captain Rannie asked this defendant if
he would purchase the Cotton he had to dispose of upon which
this defendant answered that he had already a large Parcell of
Cotton on hand and did not chuse to Engage for any more and
that the Purchase of it would come to a Considerable deal of money
Captain Rannie Replyd That that need be no Obstacle as there
was no money Required as He and this Defendant had
Accounts together of Which was the Motive that urged the
Defendant to Purchase the Cotton aforesaid and upon which this
Defendant Agreed to the giveing of Twenty four Current Rupees
₹ Maund for the whole Parcell and this Defendant to & Captain
Rannie he must have Two months Credit Allowed as that was
the General way of Buying and Selling of Cotton to Which He
making some Objections this defendant Answered to him at the
same time That tho no money was required yet two months
Interest upon his Bonds to this defendant was a thing more large
a Sum worth Considering and not to be given up, as Captain
Rannie was then and is now indebted to this defendant in the
Sum of Twenty two Thousand Rupees or upwards To which
Consideration

that the Nabab was marching against Calcutta which this
Defendant begs leave to remark happened but four days after
the Contract aforesaid and three days after this Defendant
Sent his Banyan who was at that time as many most others
of that Cast taken up in providing for their own safety as
well as that of their families by which General Confusion
and the Impress laid upon the Coolys as aforesaid this
Defendant humbly conceives it will appear That it was out of his
Power to send a sufficient Juncture to Receive the aforesaid
Cotton which manfully Answer the Complainants Third
Interrogatory who wants to charge the Defendant with delaying
the same in this Defendant humbly conceives that no Contract
Yet this Defendant cannot help taking Notice of Exactness of the
Computation of the Complainants Bill of Sale of Goods which were
never weighed off by which he has only Calculated it about one
Thousand Rupees on his own Account by Asserting the Weight of
Each Bale of Cotton to be Nineteen Seer more than the other Cotton
that was inspected at the same time and came by same Conveyance
And this Defendant begs Leave to Observe to this Honble Court &c
proff of the Illegitimacy of the Complainants Constituent and
that the Suit was an after thought That the Complainants Constituent
at the time of his going his last Voyage borrowed of the Defendant four
thousand Rupees upon his Interest note which money he paid this
Defendant the fourth July many days after his Arrival at Calcutt
Which this Defendant humbly Conceives he would not have done had he
at that time Conceived the least notion of calling this Defendant
to an Account for the Cotton his Attorney now sadles this Defendant
with.

All which Matters and things this Defendant
is ready to aver Maintain and prove as this Honble Court shall
direct and humbly prays to be hence Dismissed with his Reasonable
Costs and Charges in this behalf most wrongfully sustained

Archdale Palmer
att for the Defendant

E K Cruttenden

A true Copy
David Morse
Regr

Cotton Seeing the Defendant brought to offer but 7½ the Defendants
Insisted them he would allow Two days as he said he expected to sell it
quickly by which it is very evident how much the Defendants
looked upon the Cotton as his own property and that consequently the
contract must be valid which the Defendant seems as much to doubt
As to the Defendants Assertion that the transferring the amount of the
said Cotton was never mentioned but at that time of the Agreement
is doubtless for Captain Bannie positively declares that the
Defendant never mentioned or proposed any such Transfer till
After the Ship of Calcutta which this Plaintiff humbly conceives
is another very considerable for the Cotton As to the Defendants observations
of this Plaintiffs Constituents sending his Bill of Sale this
Plaintiff humbly presumes that it sufficiently appears by the
aforesaid Declaration that it was entirely the Defendants own
fault he did not make himself entitled of the Exact Quantity Due
and this Plaintiff moreover humbly prays leave to observe that it
is not to be supposed that a Man of Credit and reputation
would charge for more than there really was and as to what
the Defendant observes of this Plaintiffs Constituents having
After his Arrival at Calcutta discharged an Interest Note of five
Thousand Rupees due to the Defendant and proposes that as a Proof of this
Plaintiffs said Constituents Solvency, is, as this Plaintiff
humbly conceives so far from being a Proof thereof that it seems
to be a Proof to the contrary, neither it is said to be wondered
at for in all Probability He Might not at that time have had
any thoughts of going to Law with the Defendant, as He might
with great reason and justness imagine that the Defendants
would never dispute paying for the Cotton and even if He had
intended any such thing, He was very certain that Stoppage
could be no Payment, All which Matters and things this
Plaintiff is ready to aver maintain and prove as this
Honble Court shall direct and humbly prays as in and by
his said Bill he has already prayed

John Maxwell Blane
Attt for the Plaintiff

A true Copy
Danl Harford
Regr

them till the Money was paid which must be done in two
days It was probable the Man being poor would not be able
to wait it in which case I should do this if he pleased at the same
price with the rest that Money was not wanted for both Mr
Raitt and I was indebted to him in Short that I had kept it
longer than I ought and he desirous to Sell now made him the
Offer He answered that he would give me what he formerly offerd
viz 2½ Rupees p Maund for the whole both Bales & Bags
but that he must have two Months trust but he consented upon
two as I yielded the point and told him the Cotton was his at
the terms he offerd viz 2½ Rupees p Maund and two Months
trust he answered it was well it was his and Shook me
Came Aboard home and entered the Sale & Conditions in my
day or Waste Book This was about the 2d day of June and a
day or two after wards I asked him to weigh it off but he
requested to defer it a few days because he expected to Sell it
quickly Soon after this Mr Coultenden wrote home that as
the Troops were landing & troubles he could not then weigh off
the Cotton but requested to know the quantity that he had
bought I wrote back that I had not weighed it my self and
that the Banian who had the weight was absent but that
according to Mr Raitts Letter of Instructions there was so
many whole Bales so many cut Bales & so many Bags
weighing so many Maunds but whether it was neat or gross
Weight or whether the Maunds was Bazar or Factory I
could not tell because not mentioned in the Letter of wards
to this effect Soon after this Calcutta & the Cotton was taken
by the Moors a few days afterwards Mr Raitt arrived from
Madras and enquiring about his Affairs learned from me
what is here related about his Cotton Since this Mr Raitt
told me that as I had neither received any Money for his
Cotton nor expected it in any Demand to looked upon Mr
Coultenden as his pay master and desired I would get a
Receipt Voucher from him acknowledging the purchase and
the Conditions of I accordingly wrote a Note to that purpose
and gave it to Mr Raitt to send in his Boat to Mr Coultenden
who was on board the Bombay Frigate & he returned me a

Answer

Recd 19th
Dec 1758

The Rejoinder of Edward Holden
Defendant to the Replication of Andrew
Munro Attorney for Thomas Raitt

This Defendant saveing and reserveing to himself now and at
all times hereafter all manner of Benefit and advantage to him
many Errors Untruths and Imperfections in the said Replication
contained for Rejoinder thereunto saith the Defendants said Answer
is certain true and sufficient in the Law to be Replyd unto and this
Defendant further says that he cant help remarking that part of the
Replication which Charges this Defendant with Evading to Answer
the second Interrogatory of the Complainants Bill of Complaint
which this Defendant could not but immagine he had directly
Answered However this Defendant for the further Information
of this Honble Court and to convince the Complainant how far the
Defendant is from evading any thing that may have the least
shew of design or Art in this Defendant understanding the
Complainants Unusual method of putting Interrogatorys to
this Defendant as Alledged in this Defendants Answer this
Defendant Acknowledges that he knew the Cotton was the property
of Mr. Thomas Raitt at least this Defendant had been told so by
Mr. Raitt himself who made tender of it to this Defendant before
he Went to sea and on this Defendant declineing purchaseing of it
Mr. Raitt told this Defendant he should leave it with Captain
David Rennie his Attorney who had (as he sd) forth in his Declaration
annexed to the Complainants Replication) offered it to sale to this
Defendant in May Last But this Defendant begs leave to observe that
as Captain Rennie aforesaid was Mr. Raitts Lawfull Attorney this
Defendant conceives that of Consequence the sale or Contract made
by an Attorney or Agent is to be made good and Complyed with by
with by such Attorney or Agent and not in the Constituents Power
at his return to disannull or alter in any Degree such Contract
done on his behalf in his Absence by his Attorney of which the present
Case this Defendant presumes to say is the first Instance of the
kind and this Defendant for his Excuse that by having had the
Misfortune of his Demurr to such Unusual proceedings
Exempted the Declaration of Captain Rennie annexed to the
Complainants replication is admitted and becomes evidence
whereas

in Working down the River to fallback and Defending themselves
from the Efforts of the Moors from their Different Forts on the River
its not very probable that this Defendant in such distracted times
and Confusions as every one was in supposing this Defendant
had seen Captain Rannie would have made such a proposition
to him and to do it after Mr Raills Arrival this Defendant
presumes no one could look on him as such an Idiot Tho though
this Defendant hopes he has fully and Clearly set forth in his
Answer to the Complainants Bill of Complaint the Reasons
Why this Defendant could not Receive the Cotton in Dispute yet
he cant help remarking that Captain Rannie in his Declaration
sets forth that in a day or two after the Contract aforesaid, he
Captain Rannie Requested this Defendant to Weigh off the same
altho this Defendant must remark not very Customary
Amongst Merchants in so short a time and to a Person whose
Character was so well Established as this Defendant presumes
his was To which the said Captain Rannie Affirms that this
Defendant desired it might be Defer'd for two or three days as this
Defendant Expected to sell it Quickly. The improbability of which
Assertion this Defendant has already Shown in his Answer to the
Complainants Bill of Complaint But Supposing this true this
Defendant humbly conceives it would have been but Natural
from a Gentleman of Captain Rannies Genius and punctuality
to have Delivered this Defendant the Keys of the Godown the Cotton
was in and that in the presence of Witnesses which this Defendant
most Undoubtedly would have received of this Defendant had
wanted to defer weighing of it off till he could sell it which
would have been doing this defendant a favour instead of
him that Liberty this had Captain Rannie done I would have
put the Validity of the Contract out of Dispute But so far was the
Reverse at that time from thinking this defendant had been
Guilty of Neglect in not weighing off the Cotton aforesaid that
to the said Captain Rannie did not so much as protest against
this defendant for not doing it which is the General Custom
Amongst Merchants in such Cases when there is Reasons and
a Reqst depending the same Captain Rannie mentions in
his Declarations that this Defendant made him to be inform'd
of

Defendant Acknowledge the Purchase Money &c Deliver.

2d Interr. 4th Int. 2. Dd you ever hear the Defendant Acknowledge that the said Cotton was the Property of Thomas Raitt Deliver

5th Interr. 6th Int. 3. Do you know believe or have been informed of any other Matter or thing Material for the Complainant in this Cause, if so set forth the same; as you know have been informed or do believe with the Reasons of such your knowledge or belief.

J. M. Stone
Attr for Compl.

A True Copy
Danl Mork
Regr

Mayors Court at Madraspatnam

Between Andrew Munro (Attorney for Thomas Raitt) Complainant and Edward Holden Crouttenden Defendant.

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

Henry Pottle of Madras Mariner Aged 36 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 9th day of October 1756 Sworn at the office of Mr Archdale Palmer Attorney for the Defendant by Canacapa who left a note of the name Title and place of abode of the said Henry Pottle and Afterwards on the same day being Sworn and Examined deposeth as follows

1. To the first Interrogatory this Deponent saith that he has known the Complainant 3 Years the Defendant 3 Months Thomas Raitt Captain David Rannie late of Calcutta in Bengall but now at Sulla the former 3 Months & the latter 1 Year or thereabouts

2. To the second Interrogatory this Deponent saith that he has no knowledge of Quantity of Cotton bought by the Defendant of Captain David Rannie Attorney for Thomas Raitt on or about the second day of June last and that he never heard the Defendant Acknowledge the Purchase Money and more Saith not to this Interrogatory.

3. To the third Interrogatory this Deponent saith that he never heard the Defendant Acknowledge that the said Cotton was the Property of Thomas

Absolutely and mean, or were not the said Edward Holden Cruttenden
just. and were or was not the amount of the said Thread ordered to
be paid to the Proprietors? All which together with what You know
concerning that Affair Declare.

To Charles Manningham

Do you know, believe or have been informed of any other matter
or thing material for the Complainant in this Cause, if so. set
forth the same as you know have been informed or do believe, with
the reasons of such your knowledge or Belief

John Maxwell Stone
Att[y] for the Complainant

A True Copy
J Dan[l] Morse
Reg[r]

Mayors Court at
Madrasapatnam

Between Andrew Munro Attorney
for Thomas Raitt Complainant and
Edward Holden Cruttenden Defendant

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

Charles Manningham of Madras Merchant Aged 36 Years or
thereabouts being produced as a Witness in this Cause on the part of the
Complainant was on the 5th Day of January 1751 Sworn at the Office of
Mr Archibald Palmer Attorney for the Defendant by Thomas who left
a Note of the name Title and Place of Abode of the said Charles Manningham
and afterwards on the same day being Sworn and Examined
upon the 1st Interrogatory
1 To the first Interrogatory the Deponent saith that he hath known the
Parties Complainant and Defendant 15 Years or thereabouts the
Complainant he Constituent about 6 Years and Samuel Vivier late of
Calcutta in Bengall Deceased 20 Years or thereabouts
2 To the second Interrogatory this Deponent saith that the said Samuel
Vivier Died Intestate that the said Edward Holden Cruttenden
and William Fullerton were either Executors or Administrators to
the said Deceased and had the Administration of his Effects and
were sued and to the 3d Interrogatory

D
3

Letter signed off on the Interrogatory
Will. Clarke
Charles Mennington
L. Trueby
Dan. Horsley
Reg.

Extract from the Minutes of the Mayors Court at Madraspatnam
held on Sunday the 17th day of July Anno Domini 1757
Edward Holden Cruttenden

Vers.

David Ramus

The Attorney for the Complainant delivers into Court Attested Copys
of the Bill, Sundry Application with the Declaration annexed Interro-
gatories and two Depositions as also the Decree in a cause lately had
in this Court, wherein Thomas Raitt by his Attorney Andrew Munro
was Complainant, and Edward Holden Cruttenden the Present
Complainant was Defendant, and prays that the same may be
received as Exhibits in this Cause, many Expences being made to
these Papers in the Answer, Application and Rejoinder in the present
Cause. The said Attorney likewise prays that the Attorney for the
Defendant may be Ordered to deliver in Copys of the Demurrer
Answer and Rejoinder in the aforesaid Suit formerly held in this
Court between the said Thomas Raitt by his Attorney Andrew
Munro, and the said Edward Holden Cruttenden which the Defendants
Attorney Consents to do And Therefore the same Ordered accordingly

22 July 1757

Edward Holden Cruttenden

Vers.

David Ramus

Answer made the last Court day viz.t
Agreeable to which the Attorney for the Defendant delivers into Court
Attested Copys of the Demurrer Answer and Rejoinder in a
Suit had in this Court, wherein Thomas Raitt by his Attorney
Andrew Munro was Complainant, and Edward Holden
Cruttenden the present Complainant was Defendant and likewise
that these Papers may be read as Exhibits in this present Cause

Ordered

The Attorney in the Cause for the Appellants moves the Court for leave to withdraw the Appeal on paying all Costs, which is Granted the Attorney for the Respondents being present in Court and consenting thereto

A True Extract
Jos: du Pré
Clerk of Appeals

Read 18th Feby 1757

To the Worshipfull the Mayors Court
of Madrasapatnam

Humbly Complaining sheweth unto this Worshipfull Court your Orator Royal Vellala Caldick of Madras Merchant that Tyanaiguem Mondelaire, also of Madras Boniaply and Son and Heir of Veeranavendy late of Madras deceased stands indebted unto Your Orator in the Sum of Four Hundred Pagodas which in Sterling Money of Great Britain of the Rate of eight Shillings to every Pagoda amounts to the Sum of One hundred and Sixty Pounds or thereabouts all which will more fully and at large appear by the Attested Translates of two Notes of Hand and a Transfer thereunto annexed for the Inspection of this Worshipfull Court to which your Orator humbly Refers and prays the same may be Admitted as part of his your Orators Bill of Complaint, the Originals of which are ready to be produced when required

But now so it is may it please this Worshipfull Court that the your Orator hath often and in an amicable manner Requested payment of the Afore said Sum with the Interest due thereon from the said Tyanaiguem Mondelaire, yet He the said Tyanaiguem Mondelaire Intirely and Wilfully refuseth your Orator any Manner of Satisfaction touching the Premises your Orator therefore humbly prays a Speedy Relief and to the Worshipfull Court shall appear agreable to Equity and good Conscience

To the End therefore that He the said Tyanaiguem Mondelaire may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and Things herein before Alledged and set forth as fully truely and Distinctly, to all Intents and Purposes

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Madrass 12th January 1757 I Mootoo Rashapah Chitty do hereby acknowledge to have given an Obligation to Pogas Validas Cadachick having bought Pearls and Cadjure Mahomed Saddyo of him for Mohrs Trust amounting to four hundred thirty two Pagodas and three Quarters for which I do make over to him two Bonds of Chinnaweadendys for four hundred Pagodas and do empower him to receive Principal and Interest Drawn and

Signed by
Mootoo Rashapah Chitty

Veloup
Ramachiander
Cathaly

Translated from the Original in Malabar by Comacopa

Matt Clarke Jr.

Read & filed
8th March 757

The Answer of Tyenaigum Mondelair of Madras Company Defendant to the Bill of Complaint of Pogas Validas Cadachick of the same Place Merchant Complainant

The defendant now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of exception to the many Errors Imperfections and Uncertainties in the said Bill contained for Answer thereunto or unto so much thereof as this defendant is advised doth Materially concern him to make Answer unto He this Defendant Answereth and Saith That he denies that he is either Son or Heir to Chinna Mondelay deceased but admits that he is a Native therefore as the said Chinna Mondelay has Heirs on the Coast whereof the Complainant is aware Consequently this defendant cannot be entitled to the Complainants Demand Consequently this defendant hopes leave to say he is unjustly Sued All Which Matters and things this Defendant is ready to aver Maintain and prove as this Hon'ble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf

Most

1720

Plea

In the time when Richard Parris was Governour of this Place one Pellicott Chittembrown Chitty being indebted unto the Estate of the deceased Elinor Wardinder the Defendant made a complaint to the Worshipp Court upon the said Pellicott Chittembrown Chitty was enjoined in order to oblige him to discharge the Debt the said Pellicott Chittembrown Chitty being very poor some Substancial Merchants of this place paid to the Defendant the Sume of Two hundred Fifty Pagodas and Obtained his Discharge

And this Ryotyant moreover prays leave to acquaint this Worshi Court that the Defendant doe at this time enjoy all the Estate and Effects together with the Dwelling House of the Deceased Elinor Wardinder unjustly this Ryotyant humbly presumes that the Defendant alone is answerable to him for his Demand. But to shew what little reason the Defendant has asserting that He is not answerable for the Demand. This Ryotyant prays leave to acquaint this Worshi Court that when Master Parkinson Chitty before he made Dd Assigned over the aforesaid Notes of Hand to this Ryotyant demanded Payment of the same from the Defendant He the said Defendant perfidiously Says that they had been discharged by Elinor Wardinder and produced some Accounts in order to corroborate the same but the said Master Parkinson Chitty nothing satisfied with the said Accounts told the Defendant that before he could be convinced that the said Notes of Hand had been discharged he the Defendant must produce proper Receipts for the same upon which the Defendant offered him the said Master Parkinson Chitty Two hundred Pagodas if He would deliver up the aforesaid Notes of Hand to him

And this Ryotyant moreover prays leave to acquaint this Worshi Court that the Defendant has sworn to the Bill was filed in this Worshi Court and for this Ryotyant wonders how he can swear to the Defendant nothing willing to pay this Ryotyant his Demand & this Ryotyant expect any other Conditions But which is very strange this Ryotyant humbly presumes that it is apparently evident that the Defendant Exhibit upon himself unreasonable for the Speedy Determination of Right

All which Matters and things this Ryotyant is ready to aver Maintain and prove as this Worshi Court shall direct

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a Bond that he pretended had been given to him by the said Chinna
Wedande deceased but upon hearing the matters in dispute it ap-
peared that the said Pallivasall Chillambrum Chettie had forged the
said Bond and that there was a Ballance due from him to the
Estate of the said Chinna Wedande upon which the said Pallivasall
Chillambrum Chettie was confined by order of the Court by till he
paid the aforesaid Ballance to the said Pura Wedande This
Defendant also begs leave to set forth that he denies that he took
Charge of the Effects of Chinna Wedande after his Death and that
he only lives in the House which belonged to the Estate of Chinna
Wedande deceased with consent of Pura Wedande as being a Nephew
to the said Deceased and this Defendant further saith that he admits
that Muta Rashapah Chettie applied to him for Payment of the
Allegations before he assigned the same to the Complainant but he denies
that he ever offered to give the said Muta Rashapah Chettie Two hundred
Pagodas if he would deliver up the said Allegations to him but that
upon the said Muta Rashapah Chetties having sent one Ruttnapilla
to demand payment of the said Allegations this Defendant immediately
acquainted the said Pura Wedande therewith who accordingly ordered
this Defendant to acquaint the said Ruttnapilla having brought the
the said Allegations, the said Pura Wedande after having perused
the same referred to the Accounts of the said Chinna Wedande deceased
in order to see if the Allegations had not been already paid part of
upwards of Thirty years since the same were given and on perusing
the said Accounts he found an Account between the deceased and the
said Muta Rashapah Chettie wherein it appears that the said
Allegations had been accounted for although the Allegations had never
been delivered up upon which the said Ruttnapilla went to the said
Muta Rashapah Chettie and acquainted him therewith who
accordingly sent for the Accounts of the Chinna Wedande and after
having inspected them said they were alright except the Article
of Two hundred Pagodas paid to Vennacka Chettie which he would
not admit to be allowed of in the Account upon which the said Pura
Wedande Replied that he had a Note of Hand of the said Muta Rashapah
Chettie for it upon which the said Ruttnapilla made an offer to Pura
Wedande to settle the Matter indispute which proposal the said
Pura Wedande rejected by reason that the said Allegations had been
already

Q. To the Defendant as Heir to the deceased Chinna Wordundy?

Q. To Plaintiff

Did you ever have an Horse belonging to Chinna Wordundy during his life time? and did the Defendant after the Decease of the said Chinna Wordundy sell you the said Horse, and sign the Bill of Sale himself? and did He receive the Amount of the said Horse from you? and did you look upon the Defendant as Heir to the deceased Chinna Wordundy

A. To Cullian Vellumtrum Chetty

Did the Defendant ever make a Complaint against you to the Choultry for a Sum of Money due by You to Chinna Wordundy deceased? If yea at what time? and what was the Sum? and was you confined on that Account and did you look upon the Defendant as Heir to the deceased Chinna Wordundy which together with all Relating to that Affair Declare

A. To Narrain Chetty

Was Chinna Wordundy in his life time indebted unto you? and did he repay you any part of the said Debt? Did you after the Decease of the said Chinna Wordundy demand the Remainder from the Defendant and what were his Answers? and did He discharge the same? Did you look upon the Defendant as Heir to Chinna Wordundy?

A. To Naungaurd Vera Permaul

Did you ever carry the Obligation given by Chinna Wordundy deceased to Mootu Rashapa Chetty? and which is now depending suit to the Complainant's to the Defendant if yea at what Time and did you demand the Amount thereof from them and did they did He not promise to Discharge the same? and did you look upon the Defendant as Heir to the Deceased Chinna Wordundy.

A. To Ristna Pillo

Did you ever carry the Obligation given by Chinna Wordundy deceased to Mootu Rashapa Chetty? and which the said Mootu Rashapa Chetty hath assigned over to Complainant's to the Defendant's and did you demand the amount thereof from them? If yea at what Time? and did the Defendant ever promise to discharge the same? and did He ever give you any Answers to return to the said Mootu Rashapa Chetty? And did you go to Mootu Rashapa Chetty any concerning those Answers? Did the Defendant desire you to keep the aforesaid Obligation in your hands? If yea what were his Reasons for so doing? Did you keep the aforesaid Obligation

Deponent knows the Library as he had bot the old Bills and saith that the Defendant delivd the same to him this Deponent and he this Deponent did pay the Amount of the Mortgage Obligations to the Defendant and that he looked upon the Defendant as accomd Heir to the deceased Clemmaweedandy And more saith not to this Interrogatory To the last Interrogatory this Deponent saith not to any particular Questions enquired off on this Interrogatory

Matt Clarke

Ungenah

Mayors Court at Cudrasipatnam } Batavian Boya Vitta Cattick Canapleinard and Tyanagum Muddaien Defendant

Deposition of Witness on the part of the Defendant taken by and before Mr Examiner in this Court as follows

Ungenah of Cudd Merchant Aged 26 Years or thereabouts being produced as a Witness on the part of the Defendant was on the 30th day of June 1767 sworn at the Office of Mr John Palmer Attorney for the Defendant by Comaraja who left a note of the Name Title and place of abode of the said Ungenah and afterwards on the same day being sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent saith he hath known the Complainant 27 Years and the Defendant 18 Years or thereabouts

2 To the third Interrogatory this Deponent saith that he did not live in a House belonging to Clemma Weedandy during his life time that the Defendant did after the decease of the said Clemma Weedandy sell him this Deponent a House but did not sign the Bill of Sale himself as he this Deponent has not yet got one that he received the consideration for the said House from him this Deponent And saith that he looked upon the Defendant as Heir to the deceased Clemmaweedandy and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular Questions enquired off on this Interrogatory

Matt Clarke Ungenah

the Name Title and place of the abode of the said Norman Chitty
and Upon oath to the same by being sworn and Examined thereto
Upon

4. To the 4th Interrogatory this Deponent saith that he is well
knowledge of the Complainant but has known the Defendant Upwards of Twenty Months

5. To the fifth Interrogatory this Deponent saith that Ebenezer Hardy
never was indebted to him but was on his life time entitled to this
Deponents Brother in law that he paid this Deponent part of the said
debt and that he this Deponent did after the decease of the said Ebenezer
Hardy demand the Remainder from the Defendant who replied that
as he or he Deponent had paid what was due to the deceased Ebenezer
Hardy that part of what he the Defendant would pay him this
Deponent and saith that the same was not discharged by the Defendant
but by Ebenezer Hardy And further saith that to this Deponent
knowledge the Defendant did Hire to the deceased Ebenezer Hardy and
more saith not to this Interrogatory

6. To the 6th and last Interrogatory this Deponent saith not to any
particular Questions required of him in this Interrogatory

Math Clarke

Norman Chitty

Mayors Court at
Madrasapatnam

Between Pyroo Vittia Vaddachi
Complainant and Tyrangum Muddeia
Defendant

Depositions of the Jews in this cause taken by and before the
Worshipful the Court aforesaid

Thursday the 3rd of March in the 19th year of
the Reign of our Sovereign Lord George the Third by the Grace of God
of Great Britain France and Ireland King Defender of the Faith &c.
Annoque Domini 1779 before the Worshipful Stephen Sulivan Esquire
Mayor of the said Town Court of Record and Oyer and Terminer
and Gaol Delivery of the said Town and Fort of St George and
Agent and Governor in Chief in and over the Coast of Coromandel
and Orixa and Council

Present

Stephen Sulivan Esquire Mayor

Thomas Hodgkinson Esquire

Peter Perring Esquire

Aaron Arnold Esquire

Thomas Boddam Esquire

Aaron Arnold Esquire Attorney for the Complainant in this cause
Left with the Court the Bill and Plea filed in the said cause
and Pyroo Vittia Vaddachi the said Complainant
and Norman Chitty and Tyrangum Muddeia the Defendant
Sworn and Examined upon their Oaths

1. To the first Interrogatory the Deponent saith that he has
the Complainant but has known the Defendant Upwards of Twenty Months

2. To the second Interrogatory this Deponent saith that he is well
acquainted with the Defendant but has not been for some time past

1870

and Mortes Rackgrade Chitty that Mortes Rackgrade Chitty told on
him the Defendt that the Warrants did not relate to him but to his
Father and that if the Defendt would prove Warrants to be just he would
pay them and saith that the Defendt desired him this Deponent to
keep the aforesaid Obligation in his Hands that Mortes Rackgrade Chitty
might settle the Warrants And further this Deponent to keep the aforesaid
Obligation in his hands that Mortes Rackgrade Chitty might settle the
Warrants And further this Deponent saith that he kept the Warrants and
Obligation in his Custody until about Month when he delivered up the
same to Mortes Rackgrade Chitty and saith that the Defendt after
the Complainant had filed his Bill of Complaint did not desire this
Deponent to endeavour to make the Affidavit as aforesaid and saith that
to the Deponents best knowledge the Defendt as Executor willingly
denied And more this Deponent saith not to this Interrogatory
To the eighth Interrogatory this Deponent saith not to any particulars
Questions enquired off in this Interrogatory

Mattb Clarke

Sworn

Wm Clark

Additional Interrogatories to be administered to and Will Jones
to be taken examined on the Part of Complainant in a
certain Cause Wherein Ryan Valida Chadwick is Complainant and Thomas
Ryan Mortimer is Defendant

To the 1st 2d 3d &c Jones

Do you know the Parties Complainant and Defendant in this Cause or
either of them If yes How long have you known them and which of
them

To the 4th

Do you know of an Obligation given by Thomas Rackgrade Chitty Mortimer
to Mortes Rackgrade Chitty If yes State when and for how much
was the same given Did you ever see the said Mortes Rackgrade
Chitty & Thomas Rackgrade Chitty Mortimer to Richard Dennard Merry
for the Sum of £50 and what Answer did Richard
Dennard Merry make when you did you ever hear the said
Thomas Rackgrade Chitty Mortimer & Mortes Rackgrade Chitty Mortimer
If yes for what Purpose was the aforesaid Obligation assigned over by the

1820

Mayors Court at Madras

Between Pogo Vittle Cabbitchy Complainant and Tyanigum Mudaliar Defendant

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

Pongatta of Madras Peon aged 28 Years a Hindoo duly sworn and affirmed on the part of the Complainant upon the 5th day of August 1820 before the Office of Mr John Cotton Attorney for the Defendant by Venkaya who left a Note of Summons Title and Place of the said Pongatta and Affirmant on the same day being sworn and Examined upon his Oath as follows

1 To the first Interrogatory the Deponent saith that he has no knowledge of the Complainant but he knows the Defendant 20 Years or thereabouts

2 To the 2nd Interrogatory the Deponent saith that he has not known of any Obligation given by the Complainant to the Defendant to pay Madras Pagodas but he has known of Bills of Exchange drawn by the Complainant upon the Defendant for Money received by the Complainant for the Defendant at Madras Madras Currency

Sworn before me this 5th day of August 1820

J. McMorne
Atty for the Complt

Saddler Account of a Bond that Obeimanavadandy Moodeliar & the said Mudeliar Rachapah Chitty that he was very poor but would discharge the Obligation in four or five months. And this Deponent further saith that he did desire the said Obeimanavadandy Moodeliar to discharge the same who desired that he would speak to Mudeliar Rachapah Chitty to wait four or five months whom he the said Obeimanavadandy Moodeliar would pay them. And more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith not to any particular Questions enquired off in this Interrogatory.

Matt Clarke

Richard

Mayors Court at Madraspatnam

Between Roger Pelsaert Caldwell Esqr. Lieutenant and Lt. Surveyor Moodeliar Defendant

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

Cuppah Pennah of Madras Merchant Aged 60 years or thereabouts being produced as a Witness on the part of the Complainant was on the 2 day of August 1757 sworn at the Office of Mr. John Palmer Attorney for the Defendant by Consent who left a Note of the Name Title and place of Abode of the said Cuppah Pennah and Afterwards on the same day being again produced Examined & saith as follows

To the first Interrogatory this Deponent saith that he has known Mudeliar Obeimanavadandy Moodeliar the Defendant 20 years or thereabouts

To the 5th Interrogatory this Deponent saith that about three years before the Siege of Madras he was Company with Mudeliar Rachapah Chitty at Porto Novo that [illegible] Obeimanavadandy Moodeliar came to him this Deponent & Company & told him that Mudeliar Rachapah Chitty did not speak to him this Deponent & Company about the Money that he this Deponent did not speak to Obeimanavadandy Moodeliar to discharge the Bill to Mudeliar Rachapah Chitty & that he this Deponent would speak to the aforesaid Mudeliar Rachapah Chitty to wait for Months when he

1500

the Defendant in his Answer to the same as particularly
Interrogated

John Palmer
Atty for the Defdt

Mayors Court at
Madraspatnam

Between Pope Attila Complainant
Tongatawood Lord Spanagum
Another Defendant

Depositions of Witnesses on the Answer taken & sworn before the Examiner
in this Cause as follows

Timby of Madras Coinsply Aged 32 years a Witness duly produced as
Witness on the Answer on the part of the Defendant on the 6th Day of July
1767 down at the Office of Mr. Ste Russell Clerk Attorney for the Complain
-ant by Commission bearing Teste of the 29th Day of June 1767
the said Timby and aforesaid on the same day being Sworn and Examined
touch & after

To the first Interrogatory the Deponent saith that he has knowledge of the
Complainant & has known the Defendant 20 years or thereabouts

To the second Interrogatory the Deponent saith that he is acquainted with
the Books of the Company and doth verily believe that Perry mentioned in the Interrogat
-ory to be deceased Christmas last that the Defendant took Charge of
Effects of the said Testator immediately after his decease by the direction
of Lansfield Hare and acted in the Affairs of the deceased also by their
direction and this Deponent further saith as to any particulars
further required of him in the 8th Interrogatory

Matt Edwards
Esq

Timby

1818

Mayors Court at
Madraspatnam

Between Pogee Vittil Cutlichi
Complainant and Thomajeen
Moodeliar Defendant

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

Veerabatchellum of Madras Coneagly Aged 52 Years on his Oath being produced as a Witness in this Cause on the part of the Defendant was on the 6th day of July 1818 sworn at the Office of Mr. John Maxwell Stone Attorney for the Complainant by Comacopa Chetty a Native of the Name Title and place of Abode of the said Witness known and Interpreter to the same day being sworn and Examined doth say as follows

To the first Interrogatory this Deponent saith that he has no knowledge of the Complainant but has known the Defendant 20 Years or thereabouts

To the second Interrogatory this Deponent saith that he is Acquainted with the Family of Bhimanna and duly demand that Boy produced in Court fell Ill to the said Bhimanna duly demand and this Deponent saith that he does not know who but Charge of the Affairs of the said Bhimanna duly after his decease and further saith that he does not know whether the Defendant did or did not act on the Affairs of the said deceased by Gendum of the Cutlichi Boy and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular Questions enquired of in the Interrogatory

Mat Clarke Veerabatchellum

Mayors Court at
Madraspatnam

Between Pogee Vittil Cutlichi
Complainant and Thomajeen Moodeliar
Defendant

Depositions of Witness in the Cause taken and Sworn before the Examiner
in the Court as follows

Comacopa Chetty a Native Aged 38 Years on his Oath being produced as a Witness on the part of the Defendant was on the 6th day of July 1818 sworn at the Office of Mr. John Maxwell Stone Attorney for the Complainant by Comacopa Chetty a Native of the Name Title and place of Abode of the said Witness known and Interpreter to the same day being sworn and Examined doth say as follows

1

1842

2nd The Complainant did for himself and as Executor of the Will of Thomas Pearce deceased file his Bill of Complaint against the Defendant Ramasawmy Pillay and Obtained a Subpoena to Appear and Answer thereto which was duly served on the Defendant who appeared thereto by Mr Norton his Solicitor

3rd The Defendant Ramasawmy Pillay filed his Answer to the Complainants Bill of Complaint

4th The Complainant filed a Replication to the Defendants Answer

5th The Complainant Examined Witnesses in support of his Bill of Complaint

6th The Defendant Examined Witnesses in support of his Answer

7th The Cause was set down for Hearing on the 15th day of July 1842 and was Heard on the 22nd day of July 1842 when it was Ordered Adjudged and Decreed as follows

1st That it be referred to the Master of this Court to take an account of what is due to the Complainant for the Principal and Interest on the Bond in the Pleadings mentioned and that the Defendant do pay to the Complainant what shall appear to be due to him on the Taking of the said account together with his Costs of this Suit to be taxed by the Master

2nd That the Master do tax the Costs of the Complainant and that the Defendant do pay the same to the Complainant when taxed

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371st That the Master do tax the Costs of the Defendant and that the Complainant do pay the

1847

1st To the first Interrogatory the Deponent saith that he has knowledge of the
Complainant & the Defendant from his Infancy

2d To the Fourth Interrogatory this Deponent saith that he was personally ac-
quainted with Mahomed Baksh and Served him as such for twelve Years Deponent
saith that he knows of the certain Obligations given by the said Mahomed
Baksh to the Complainant for four hundred Rupees that the
said Obligations were given about thirty Years since the said Obligations were given
that to the best Deponents knowledge they were executed for regard and
more saith not to any particular questions required of him to the last
Interrogatory

Sworn &c

Mohd Baksh

Additional Interrogatories to be administered to such Witness as shall be produced
Sworn and Examined on behalf of Ismaeljee Hubbeeb in certain Cause
wherein Syed Wahid Bakish is Complainant and the said Ismaeljee
Hubbeeb is Defendant

1st Interrogatory Do you know the Parties Complainant and Defendant in this Cause or
either of them and how long have you so known them or either of
them Declare

2d Interrogatory Do you know or have you heard that Mahomed Baksh was Principal Creditor
to one Rupees of you had the said Mahomed Baksh a Mortgage of the
said Rupees Estate Did the said Mahomed Baksh Mortgage the
said Rupees Estate to you if you how long since to the best of your
knowledge Declare

Subjoined 3d Do you know or have you heard that you Father had the Assignment and
Copies to the Rupees upon the strength of a Mortgage made by the
said Rupees of the Estate to the said Mahomed Baksh if so to the said Com-
plainant Declare and the said Rupees if you did upon what and day
to the best of your Knowledge Declare

4th Do you know any thing material for the Defendant if you
declare the same fully particularly & distinctly

John Palmer
Atty for the Defendant

1840

and Examined Upon the following

Interrogatories

1st Interrogatory The Deponent saith that he has no knowledge of the Complainant but has known the Defendant 10 Years or thereabouts

2d Interrogatory The Deponent saith that by his Fathers Accounts of January the 1st 1831 the Sum of one hundred Pounds to Bayonnade but this Deponent does not know whether his Father Lent that sum upon the Strength of a Mortgage made by the said Bayonnade of his House to Moses Rachgeb and this Deponent further saith that by the said Accounts it appears upon the said sum of one hundred Pounds was paid to this Deponents Father by Moses Rachgeb Agent of the said Bayonnade and saith that Father did not mention the day Month or Year

3d Interrogatory The fourth Interrogatory this Deponent saith not to any particular Further respecting the Interrogatory

Moses Rachgeb

Sworn

Interrogatories to be Examined to and on the part of the Complainant on the Part and behalf of Eugene Bayonnade Complainant and Eugene Defendant

1st Interrogatory Do you know the Parties Complainant and Defendant in the Cause for Interrogatory Do you know or believe that the Defendant

2d Interrogatory Do you or were you acquainted with the Premises in the Interrogatory Mentioned and Do you know or believe that the Defendant

3d Interrogatory Do you know or believe that the Defendant did Mortgage the Premises in the Interrogatory Mentioned to Moses Rachgeb and when and for what Sum of Money and Did the Defendant Long time and when were the Premises first and Did the Defendant at any Time of the said Premises for by the Interrogatory Mentioned and Did the Defendant

4th Interrogatory Do you know or believe that the Defendant in the Interrogatory Mentioned for the Defendant in the Cause of the said Moses Rachgeb and Did the Defendant Long time and when were the Premises first and Did the Defendant at any Time of the said Premises for by the Interrogatory Mentioned and Did the Defendant

Moses Rachgeb

Sworn

1680

of Which of the said Interrogats and Afterwards on the same day being sworne
and Examined Deposeth as follows

1. To the first Interrogatory this Deponent saith that he hath no knowledge of the
Complainant but hath known the Defendant 20 Years or thereabouts

2. To the Second Interrogatory this Deponent saith that he was Acquainted with
the deceased Chinnawendy and his Family that Pemia Vadiendy is Brother
to the deceased and is Lawfull Heire to the Estate of the said Chinnawendy
that the Defendant by the direction of Chinnawendy hath Charge of the
Effects of the deceased Chinnathendy after his Death And saith that
the Defendant upon Madrass being ordered to the English Imployed
some Officers of the said deceased by the Authority of Chinnathendy Ande
may saith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular
Sections regarded upon this Interrogatory

Interrogats

Matt Clarke

1810

of Both of the said Cannapah and Afterwards on the same day being sworn and Examined Deposith as follows

To the first Interrogatory this Deponent saith that he has no knowledge of the Complainant but has known the Defendant 20 Years or More about

To the Second Interrogatory the Deponent saith that he was Acquainted with the deceased Channavedundy and his Family that Perra Vedundy as Brother to the deceased and as he Supposeth Was to the Estate of the said Channavedundy And the Defendant by the direction of Perra vedundy took Charge of the Effects of the deceased Channavedundy After his Death And saith that the Defendant upon Madras being restored to the English transacted some Affairs of the said deceased by the Authority of Perra Vedundy And more saith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular Sustains required By this Interrogatory

Cannapah

Matt Clarke
Esr

152

and Pondu Chitty's Account

1726				
June		By Cash Received of them	P	200 — —
		By Do Do		200 — —
		By Do Received for Sugar Sold Mr Mackin		16. 13. 32.
		By Do Received of Mahgee Tillah Chitty		10. 33. 33.
		By Do Received of Bengah Chitty Chief of Veg Villengum & Mare		2. 16. —
April	6	By Do Received of them		70. — —
	25	By Do Do		35. — —
		By Do paid for Arrigatto to Mahgee house		10. — —
August	6	By Sangar bought of them		1. — —
		By Cash Received of Shamiah Chitty Bengiah		10. — —
				855. 29. 7.
		By Ballance due from them		13. 16. 10.

Pagodas 91. 07½

126

and Vanda Chetty's Account

1826				
June		By Cash Received of them	P 200	— —
		By Do Do	500	— —
		By Do Received for Sugar Sold Mr Morton	16	13 32
		By Do Received of Mahyan Tillah Chitty	10	23 25
		By Do Received of Bungah Chitty Cooly of Nag Nellengum & Mare	3	18 —
April	6	By Do Received of them	70	— —
	25	By Do Do	35	— —
		By Do paid for Rugatta to Mudaya house	10	— —
August	16	By Ginger bought of them	1	— —
		By Cash Received of Shumiah Chitty Pauguah	10	— —
			855	29 7
		By Ballance due from them	15	16 10

Pagodas 871 29 7

Chetty's Account

By Received of them	P	200 — —
By Do		200 — —
By Received for Sugar Sold Mr Marlow		16 13 32
By Received of Mahgun Tellah Chetty		10 23 00
By Received of Bengah Chitty Cheft of Hay Villenguen & Mac		2 18 —
By Received of them		70 — —
By Do		200 — —
By Paid for Baguette to Mahgun house		10 — —
By Longer bought of them		1 — —
By Cash Refund of Shamah Chetty Pagoah		10 — —
		832 29 7
By Ballance due from them		16 16 10

Pagodas 849 45 17

1814

Mooloo Rashapah Egapah

27th February	By 28 Tobacco paid them	P	15 — —
	30 To Ditto D°		2 — —
March	12 To Ditto D°		100 — —
	To Ditto paid Coddeeandah Annandah for Cotch		100 — —
	18 To Ditto paid D°		60 — —
	To Ditto borrowed of Chinatombie Mudelair Vyad Coddeeandah		100 — —
	Annandah		
	To Ditto paid M° Cotlemen for Sugar Candy		232 73 52
	To Ditto paid M° Cotlemen D°		2 10 35
	To Ditto paid Nanachetyem for Popplenutt		60 — —
	To Ditto paid them for Cotch in Company		9 — —
	28 To Ditto paid them		60 — —
	To Ditto paid Ramalleandrah for Blue Rod		1 8 22
	29 To Ditto paid them		20 — —
	To Ditto paid Tamatte Virgen for Sacks per Rod 200 @ 120 P°		1 22 62
	Chanty		
	To Ditto paid Gurnapondah Rayenicah for Cotch 3 Bags per Rod 2 905 (3 ½ Candies 1 Chanty		13 10 64
	To Gurnapa 4 P°		7 20
	To Cotton on Cotch		6 42
	To Ditto paid for 6 Coyle Ropes		12 —
	To Balance due from Ramapilly Ramen Acct transfer'd to me		1 23 15
	To Sundry Small things Exp°		
	Brass Pully 30 Maunds		2 — —
	Iron for do 6 D°		11 — —
	Iron		3 27 —
	Nails 12 lb		1 28 —
	Oil Seed 77 lb @ 36 Rup 100 lbs		6 36 16
	Oil 27 Maunds		7 2 46
	Bamboos		21 72

1814

and Onda Chittys Account

27th March	By Cash Received of them	P	200 — —
	By D° D°		300 — —
	By D° Received for Sugar Candy M° Warden		16 12 37
	By D° Received of Rodger Tillet Chitty		10 33 35
	By D° Received of Virgiah Chitty Cheifs of Coy Villegaren Mudeliar		2 10 —
April 6	By D° Received of them		70 — —
25	By D° D°		235 — —
	By D° paid for Rupeatte to Mudeyes house		10 — —
August 6	By Sugar bought of them		1 — —
	By Cash Received of Shanniah Chitty Ragnah		10 — —
			853 37 [illegible]
	By Balance due from them		153 16 10

and Boota Chitty's Account

1756		By Cash Received of them	P	200 — —
		By Do Do		300 — —
		By Do Received for Sugar Sold Mrs Morlin		16. 12. 32.
		By Do Received of Mudyee Pillah Chitty		10. 33. 35.
		By Do Received of Bungah Chitty Chetty of Roy Vellenguen Ouse		2. 18 —
April	16	By Do Received of them		70 — —
	23	By Do Do		25 — —
		By Do paid for Roquette to Mudyee house		10. — —
August	1.	By Ginger bought of them		1 — —
		By Cash Received of Shamiah Chitty Pongiah		10 — —
				855. 29. 1.
		By Ballance due from them		15. 16. 10.

Pagodas 871. 9. 11.

1784

Moolloo Rashapah Iyapah

1784				
Febry	28	To Cash paid them	P	45 — —
	30	To Ditto do		2 — —
March	12	To Ditto do		100 — —
		To Ditto paid Cuddaloor Annamal for Cotch		100 — —
	18	To Ditto paid do		100 — —
		To Ditto borrowed of Chinatumbee Mudliar & paid Cuddaloor Annamal		100 — —
		To Ditto paid M.r Collinson for Sugar Candy		220 75 52
		To Ditto paid for Custom on do		2 10 35
		To Ditto paid Narrainsingen for Copperwall		60 — —
		To Ditto paid them for Cotch in Company		9 — —
	25	To Ditto paid them		60 — —
		To Ditto paid Ramalchundrah for China Root		1 5 22
	28	To Ditto paid them		20 — —
		To Ditto paid Tremulla Virgum for Sadoo per Mad.a Cow (a) 12 P.r p.r Candy		1 22 62
		To Ditto paid Gurrapendah Ragonnada for Cotch 2 Bags per Mad.a Cow (a) 9 p.r Candy 1 p.r Candy		13 10 64
		To Sundries as P.r		7 29
		To Custom on Cotch		1 62
		To Ditto paid for 6 Empty Pagoes		12 —
		To Bullocks hire from Bimapatty Barrows Acct transferd to do		1 23 12
		To Sundry Small things as P.r		
		Coarse Paddy 30 Marralls	2 — —	
		House Godown &.c Do	11 — —	
		Grass	3 27 —	
		Wollendee 12 do	1 28 —	
		Oil Seed 50 do @ 3 P.r P.r	2 34 16	
		Oil 99 Measures	7 2 46	
		Bamboes 4	20 28	
		Cost of Gunnies	27 — —	
		Silk Cloth &.c	27 28 27	
		Pagodas	311 8 28	

1758

of Both of the said Corrogadu and afterwards on the same day being sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent saith that he has no knowledge of the Complainant but has known the Defendant 20 Years or thereabouts

2 To the Second Interrogatory this Deponent saith that he was Acquainted with the deceased Channavendy and his Family that Perria Vendy is Brother to the deceased and as Such fell Heir to the Effects of the said Channavendy that the Defendant by the direction of Perriavendy took Charge of the Effects of the aforesaid Channa Vendy after his Death And saith that the Defendant upon Madrass being restored to the English transacted some Affairs of the said deceased by the Authority of Perria Vendy Andersaith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular Questions required upon this Interrogatory

Corrogadu

Matt Clarke

1767

Mayors Court at
Madraspatam

Between [illegible]
Complainant and Jeremiah
Smith Defendt

Depositions of Witness on the Issue taken by and before the Honble
the Court as follows

Jeremiah of Madras Merchant aged 23 years or thereabouts being
produced as a Witness on the Issue on the part of the Defendt sworn the 13
day of August 1767 sworn at the Office of Mr John Maxwell Town Attorney
for the Complainant by Interpreter who left a Copy of the Issue Bill and
plan of Work of the said Jeremiah and afterwards on the same day
being sworn and Examined by the Court as follows

1 To the first Interrogatory this Deponent saith that he has a knowledge of
the Complainant & has known the Defendant 20 years or thereabouts

2 To the Second Interrogatory the Deponent saith that he was Acquainted
with the deceased Chinna Weedendy and his Family that he was
Steady and Lawfull Heir to the Estate of the said Chinnaweedendy deceased
and that the Defendant had charge of the Effects of the deceased Chinna
Weedendy at the Death and after with the Defendant this
Madras being retired to the English Bounds and Officers of the
Dewan by the Authority of Chinnaweedendy and swore Saith with
the Interrogatory

3 To the 3d Interrogatory the Deponent saith and he any particulars
Saith more regarded of in the Interrogatory

Jeremiah

Matt Clarke
Dr

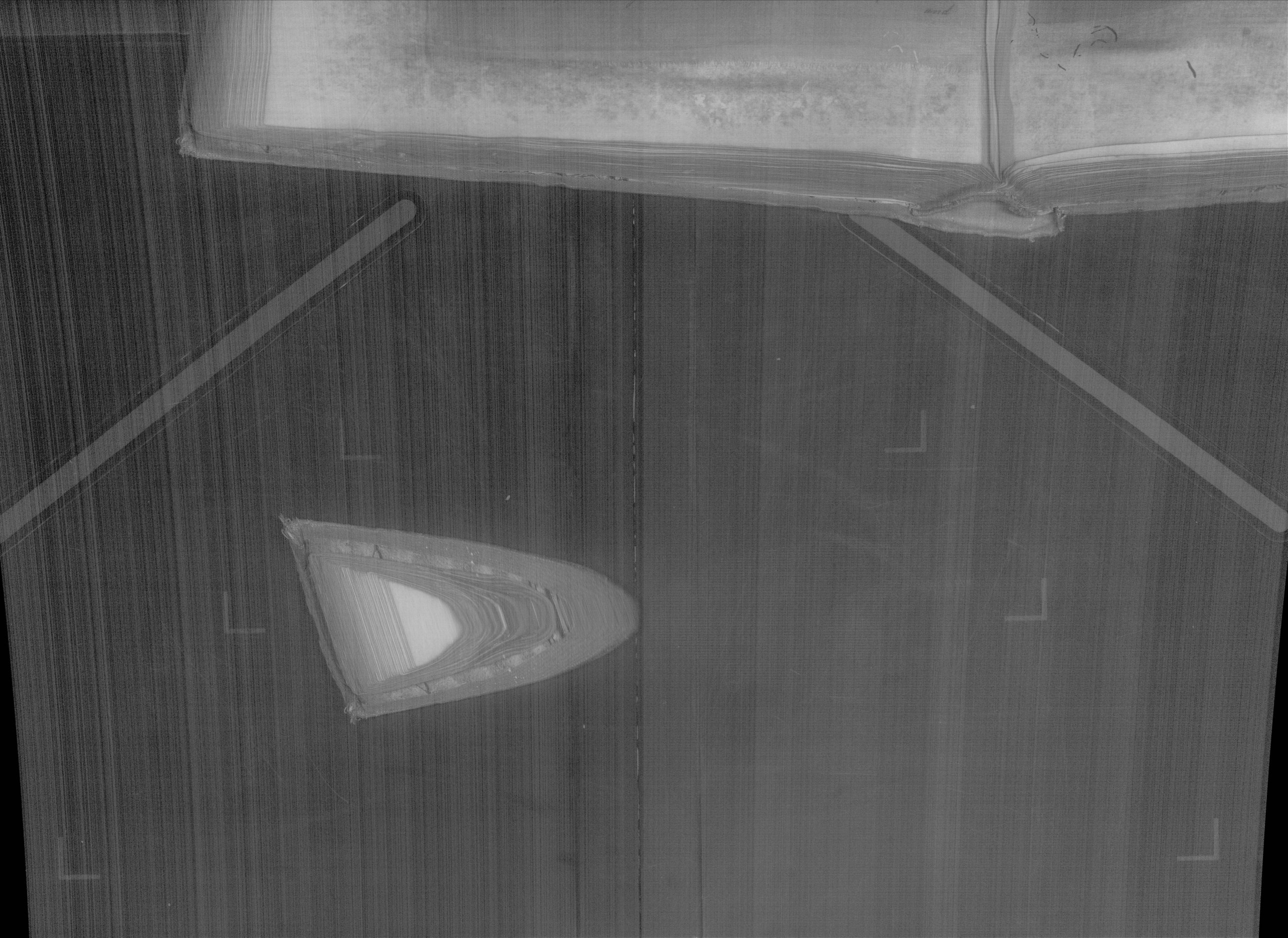
Mayors Court at
Madraspatam

Between [illegible]
Complainant and Jeremiah
Smith Defendt

Depositions of Witness on the Issue taken by and before
the Honble the Court as follows

Jeremiah of Madras Merchant aged 23 years or thereabouts being produced
as a Witness on the Issue on the part of the Defendt sworn the 13 day
of August 1767 sworn at the Office of Mr John Maxwell Town Attorney for
the Complainant by Interpreter who left a Copy of the Issue Bill and Plan

J



1810

and Examined Upon Oath as follows

1st To the first Interrogatory the Deponent saith that he has no knowledge of the Contents thereof Save from the Defendant's Answer

2d To the second Interrogatory the Deponent saith that by his Father's Accounts it appears that he did the Sum of one hundred Pagodas to Biapanauda but this Deponent does not know whether the Father took that sum upon the Security of a Mortgage made by the said Biapanauda of his House to Mr. Mathew Rastgeh But this Deponent further saith that by the said Accounts it appears that the said sum of one hundred Pagodas was paid to this Deponents Father by Mr. Rastgeh on account of the said Biapanauda and saith that he does not recollect the Day Month or Year and refers all to the Interrogatory

3d To the fourth Interrogatory this Deponent saith not to any particular Sum mentioned in the Interrogatory

Mathew Rastgeh

Matt Clarke
Sr

Interrogatories to be exhibited and Witnesses to be produced Sworn and Examined on the part of the Defendant in a certain Cause wherein one Upoo Vitta Cadambi is Complainant and one Iyengar is Defendant

To the Witnesses to be produced Sworn and Examined on the part and behalf of the Defendant in the Cause of Upoo Vitta Cadambi Complainant and Iyengar Defendant

1st Imprimis Do you know the Parties to this Cause and the Matters in Question therein

2d Do you know or have heard and believe that the Defendant did on or about the 14th day of March 1809 Execute a Bond to the Complainant for the Payment of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum and did also on the same day Execute a Mortgage of his House and Premises to the Complainant to secure the Payment of the said Sum and Interest

3d Do you know or have heard and believe that the Defendant has paid the Complainant the Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum

4th Do you know or have heard and believe that the Complainant has refused to receive the said Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum and has refused to Execute a Release of the said Mortgage

5th Do you know or have heard and believe that the Complainant has commenced a Suit against the Defendant in the Court of Request for the Recovery of the said Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum

6th Do you know or have heard and believe that the Complainant has commenced a Suit against the Defendant in the Court of Request for the Recovery of the said Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum

7th Do you know or have heard and believe that the Complainant has commenced a Suit against the Defendant in the Court of Request for the Recovery of the said Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum

8th Do you know or have heard and believe that the Complainant has commenced a Suit against the Defendant in the Court of Request for the Recovery of the said Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum

9th Do you know or have heard and believe that the Complainant has commenced a Suit against the Defendant in the Court of Request for the Recovery of the said Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum

10th Do you know or have heard and believe that the Complainant has commenced a Suit against the Defendant in the Court of Request for the Recovery of the said Sum of Pagodas 1000 and Interest thereon at the rate of 12 per Cent per Annum

John Palmer
Attorney for the Defendant

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Mayors Court at Madraspatnam

Between Pogee Vallia Cottichee Complainant and Tyanaguen Master Defendant

Depositions of Witness in this Cause taken upon and before the Examiner this Court as follows

Tandavah Chetty of Madras Merchant Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15 day of July 1757 sworn at Office of Mr John Maxwell Town Attorney for the Complainant by Venugopa who left a note of the Name Title and place of abode of the said Tandavah Chetty and afterwards on the same day being sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent saith that he has not any knowledge of the Complainant but has known the Defendant 15 Years or thereabouts

2 To the Second Interrogatory this Deponent saith that he does not know but has heard that Master Rachapah was principal Landlord to Rayanadoo that the said Master Rachapah had a Mortgage of the said Rayanadoo House and saith that the said Master Rachapah did mortgage the Bell of Hall of the said Rayanadoo House to him this Deponent about two Years past And more saith not to this Interrogatory

3 To the forth Interrogatory this Deponent saith not to any particulars Questions enquired of in this Interrogatory

Tandavah Chetty

Matt Clarke Esq

Mayors Court at Madraspatnam

Between Pogee Vallia Cottichee Complainant and Tyanaguen Master Defendant

Depositions of Witness in this Cause taken upon and before the Examiner in this Court as follows

Subyah of Madras Swinghy Aged 30 Years or thereabouts being produced a Witness on the Cause on the part of the Defendant was on the 15 day of July 1757 sworn at the Office of John Maxwell Town Attorney for the Complainant by Venugopa who left a note of the Name Title and place of abode of the said Subyah and afterwards on the same day being sworn and

1864

1. To the first Interrogatory the Deponent saith that he doth know the parties to this Cause and hath been known the Defendant from his Infancy

2. To the Second Interrogatory this Deponent saith that he was lawfully married to the Deponent Elizabeth and doth know or verily believe the said Complainant Mary Ann Rockyah to be the Daughter of the said Complainant Elizabeth and Deponent by the said Complainant Elizabeth and that the said Mary Ann Rockyah is now of the age of twenty one years or thereabouts

3. To the Third Interrogatory this Deponent saith that he was lawfully married to the said Complainant Elizabeth and Deponent has always treated the said Complainant Elizabeth as his lawful Wife and that the said Complainant Elizabeth has always conducted herself towards Deponent as a dutiful and affectionate Wife and that Deponent has always treated the said Complainant Elizabeth as his lawful Wife and that the said Complainant Elizabeth has always conducted herself towards Deponent as a dutiful and affectionate Wife

4. To the Fourth Interrogatory this Deponent saith that he doth know or believe that the said Complainant Elizabeth was Married to Deponent in the year of our Lord One thousand Eight hundred and Forty Seven and that the said Complainant Elizabeth was a Widow at the time of her Marriage with Deponent and that her name before her Marriage with Deponent was Elizabeth Rockyah

5. To the Fifth Interrogatory this Deponent saith that he doth know or believe that the said Complainant Elizabeth was Married to Deponent in the year of our Lord One thousand Eight hundred and Forty Seven and that the said Complainant Elizabeth was a Widow at the time of her Marriage with Deponent and that her name before her Marriage with Deponent was Elizabeth Rockyah

6. To the Sixth Interrogatory this Deponent saith that he doth know or believe that the said Complainant Elizabeth was Married to Deponent in the year of our Lord One thousand Eight hundred and Forty Seven and that the said Complainant Elizabeth was a Widow at the time of her Marriage with Deponent and that her name before her Marriage with Deponent was Elizabeth Rockyah

7. To the Seventh Interrogatory this Deponent saith that he doth know or believe that the said Complainant Elizabeth was Married to Deponent in the year of our Lord One thousand Eight hundred and Forty Seven and that the said Complainant Elizabeth was a Widow at the time of her Marriage with Deponent and that her name before her Marriage with Deponent was Elizabeth Rockyah

Interrogatory

Matthias Tarsky

N. Matthias

Additional Interrogatories to be answered by said Witness on behalf of Complainant Matthias on behalf of Defendant

1. Do you know the Parties to this Cause and the Defendant in the bar on the table and which of them and how long have you known them and for how long

2. Do you know or have you heard that Matthias Rockyah was Principal Debtor to an Exparte of you had the said Matthias Rockyah a Mortgage of the said Exparte's House and the said Matthias Rockyah Mortgage the said Exparte's House to you if you how long since to the best of your knowledge Declare

3. Do you know or have you heard that your Father had the Sum of £100 Sterling to an Exparte upon the strength of a Mortgage and by the said Exparte of his House to my Matthias Rockyah and how to your Father and the said Exparte if you what for month and day to the best of your knowledge Declare

4. Will you for Examination say any thing more touching the Defendant if you & if so the same as particularly Interrogated

John Palmer
Atty for the Defendant

14

1 To the first Interrogatory this Deponent saith that he knows the Complainant and has known the Defendant from his Infancy

2 To the third Interrogatory this Deponent saith that he is the Complainant the Relict of Ettiannaverdundy deceased and saith that about four Years ago he went to Vellore Canagum Pallane in order to collect some Accounts with Ettiannaverdundy which were depending between the said Vellaverdanaigum and Ettiannaverdundy that Verupah accompanied him this Deponent And saith that the Pallane was about fifteen hundred Pagodas that he wrote to the Defendant to send what money he had and to borrow some of Velly Chetty and that he might Mortgage his this Deponents Garden in order that he might be enabled to pay Vellaverdanaigum Pallane And this Deponent further saith that after the Decease of the said Ettiannaverdundy Letters of Charge of all his Effects and transacted his Affairs that the Defendant did transact some Affairs of the said Ettiannaverdundy deceased by the Authority of him this Deponent And saith that he did receive monies from Company which was ordered by the Gentlemen to be paid to the Relict of Ettiannaverdundy deceased by Ellis at Chittambrum Chetty and that he this Deponent paid the same to Mr Baldwin Conformably Agreeably added duly he deserved to Mr Rous And more saith not to the Interrogatory

3 To the Eighth Interrogatory this Deponent saith not any particular Questions required of in this Interrogatory

PonnaWardundy

Sworn Wardundy

Mayors Court at Madraspatnam

Between Ponnaiah Wardundy Complainant and Tyanagoon Mudaliar Defendant

Depositions of Witnesses in the Cause to be read for the Examination of the Court as follows

Nallatamby Servant to Complainant aged 60 years or thereabouts being produced as a Witness on the Part and behalf of the Defendant and duly Sworn this 6th day of July 1759 saith as follows

1840

[illegible] Examined upon Interrogatories.

To the first Interrogatory this Deponent saith that he knows the parties in the Interrogatory mentioned but he knows the Defendant 15 years or thereabouts

To the third Interrogatory this Deponent saith that by the Testimony Accounts & Papers that he has seen he knows that the Sum of one hundred Pagodas is Principal & Interest due to the Complainants Father but this Deponent does not know whether his Father ever had such sum upon the Strength of a Mortgage made by the said Bapanaidu of his House to Mateo Rastapah And this Deponent further saith that by the said Accounts & Papers appears that the said sum of one hundred Pagodas was paid to the Deponents Father by Mateo Rastapah Account of the said Bapanaidu and saith that he does not recollect the days Month or Year when such payment was made

To the fourth Interrogatory this Deponent saith not to any particulars Contained in or Purport or Effect of the said Interrogatory

Matt Clarke
Sworn

Interrogatories to be administered to and Depositions to be taken on the Part and behalf of the Defendant in a certain Cause wherein Ayya Pillah Complainant and Bapanaidu Defendant

To the first Interrogatory this Deponent saith that he knows the Parties in the Interrogatory mentioned

To the second Interrogatory this Deponent saith that he knows the Defendant

To the third Interrogatory this Deponent saith that he knows the Parties in the Interrogatory mentioned

To the fourth Interrogatory this Deponent saith not to any particulars Contained in or Purport or Effect of the said Interrogatory

John Palmer
Sworn

1755

Mayors Court at Madraspatnam

Between Pogo Vedda Cobitchy Complainant and Tyanagoon Maddaia Defendant

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

Tindavah Chetty of Madras Merchant Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15 day of July 1757 sworn at the Office of Mr John Maxwell Stone Attorney for the Complainant by Benzapa who left a Note of the Name Title and Place of abode of the said Tindavah Chetty and afterwards on the same day being sworn and Examined deposeth as follows

1 To the first Interrogatory the Deponent saith that he has no knowledge of the Complainant but has known the Defendant 15 Years or thereabouts

2 To the second Interrogatory the Deponent saith that he does not know but has heard that Mootia Chetty at was principal Creditor to Rayanadu that the said Mootia Chetty had a Mortgage of the said Rayanadus House and saith that the said Mootia Chetty did Mortgage the Bill of Sale of the said Rayanadus House to him the Deponent about two Years past and more saith not to this Interrogatory

3 To the third Interrogatory the Deponent saith not to any particulars Letters regards of in this Interrogatory

Tindavah Chetty

Mat Clarke Ex

Mayors Court at Madraspatnam

Between Pogo Vedda Cobitchy Complainant and Tyanagoon Maddaia Defendant

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

Sabyah of Madras Merchant Aged 70 Years or thereabouts being produced a Witness in this Cause on the part of the Defendant was on the 15 day of July 1757 sworn at the Office of Mr John Maxwell Stone Attorney for the Complainant by Benzapa who left a Note of the Name Title and Place of Abode of the said Sabyah and afterwards on the same day being sworn and

1808

of Wife of the said Cannapah and Afterwards on the same day being sworn and Examined deposeth as follow

To the first Interrogatory this Deponent saith that he has no knowledge of the Complainant but has known the Defendant 20 Years or thereabouts

To the Second Interrogatory this Deponent saith that himas Acquainted with the deceased Channaveedundy and his Family that Perriaveedundy is Brother to the deceased and is Lawfull Heir to the Estate of the said Channaveedundy And the Defendant by the direction of Perriaveedundy took Charge of the Effects of the Deceased Channaveedundy After his Death And saith that the Defendant upon Madrass being restored to the English transacted some Affairs of the said deceased by the Authority of Perriaveedundy And so may saith and to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular Questions required upon this Interrogatory

Cannapah

Matt Clarke
Es

No 1

Mayors Court at Madraspatnam

Between Pegus Vahida Lebbe Complainant and Tyrumpoo Mundelar Defendant

Depositions of Witnesses on the Issues taken by and before the Examiner in the Court aforesaid

Tyrumpadien of Madras Merchant Aged 60 years an Hindoo duly sworn & Interpreted as a Witness on the Issues on the part of the Defendant saith on the 12th day of August 1757 down at the Office of Mr John Maxwell Town Attorney for the Complainant by Lemanjee his Left hand of the Name Title and Place of Abode of the said Tyrumpadien and afterwards on the same day being sworn and Examined Upon his oath as follows

4 To the first Interrogatory the Deponent saith that he has acknowledge of the Complainant but has known the Defendant 20 Years or thereabouts

2 To the Second Interrogatory the Deponent saith that he was Acquainted with the deceased Chinna Wodundy and his Family that Cannaw dundy and Lawful Heir to the Estate of the said Chinnawdundy deceased and that the Defendant took charge of the Effects of the deceased Chinna Wodundy at his Death and further saith that the Defendant did upon Madras being retaken by the English Council were Officers of the Revenue by the Authority of Commawndundy and were with at the Interrogatory

To the last Interrogatory the Deponent saith not to any particulars Questions or points of the Interrogatory

Tyrumpadien

Mat Clarke
Cr

Mayors Court at Madraspatnam

Between Pegus Vahida Lebbe Complainant and Tyrumpoo Mundelar Defendant

Depositions of Witnesses on the Issues taken by and before the Examiner in the Court aforesaid

Lemanjee of Madras Merchant duly Aged 50 years an Hindoo being duly sworn as a Witness on the Issues on the part of the Defendant saith on the 12th day of August 1757 down at the Office of Mr John Maxwell Town Attorney for the Complainant by Lemanjee his Left hand of the Name Title and Place

and Vanda Chitty's Account

1826 June	17	By Cash Received of them	P 200 — —
		By Do Do	500 — —
		By Do Received for Sugar Sold Mr Morken	16 12 32
		By Do Received of Mahya Pillai Chitty	10 33 35
		By Do Received of Ungiah Chitty Assist of Wey Ullangum & Mare	2 10 —
April	17	By Do Received of them	70 — —
	25	By Do Do	50 — —
		By Do paid for Rorquette to Mahya house	10 — —
August	1	By Ginger bought of them	1 — —
		By Cash Received of Shenaik Chitty Ungiah	10 — —
			855 29 7
		By Ballance due from them	15 16 10

Rupees 871 45

1814

Mostoo Raskapah Ygāpah

1724				
February	28	To Cash paid them		P 150 — —
	29	To Ditto ditto		2 — —
March	12	To Ditto ditto		100 — —
	—	To Ditto paid Cuddalore Annandy for Cotton		100 — —
	18	To Ditto paid ditto		50 — —
	—	To Ditto borrowed of Bhundaru the Moodeliar Vyasi Cuddalore Annandy		100 — —
	—	To Ditto paid M.r Cotton on Exp.r Country		270.79.52
	—	To Ditto paid ditto ditto on ditto		2. 12. 25
	—	To Ditto paid Narrainswamy for Pepper sold		60 — —
	—	To Ditto paid them for Cash in Company		9 — —
	23	To Ditto paid them		60 — —
	—	To Ditto paid Ramachaundra for Chinaroot		1. 8. 24
	28	To Ditto paid them		20 — —
	—	To Ditto paid Tamalla Vengum for Sacker per Nott 200 @ 128 Rs Candy		1. 22. 62
	—	To Ditto paid Cummumpondah Ragamuda for Cotton 2 bags per Nott 3 306 @ 4 p.c Pagodas 1 p Candy		13. 11. 64
	—	To Cummage 4 P.c		2. 27
	—	To Custom on Cotton		1. 64
	—	To Ditto paid for 6 Coyd Rupees		12 —
	—	To Pollems for from Bungarilly Ramana Nott transferd to ditto		1. 23. 12
	—	To Sundry Small things Viz.t		
		Cooroo Paddy 36 Measure	2 — —	
		Horse Gram 1 Do	11 —	
		Gram	3. 27. —	
		Wellendee 12 do	1. 28 —	
		Oil Seed 70 do @ 24 Pag.s p Candy	2. 34. 16	
		Oil 99 Measures	7. 2 16	
		Bamboo's 7	28. 28	
		Cost of Cummage	27 —	
		Silk Cloth &c.a	37 —	
			27 Pd. 22. 24. 72	
		Pagodas	371. 9. 72	

1824.

Cond. Abdo Chetty's Wood.

October	30	By Cash Rcvd of Pandaram Chetty	11. 19. 10
		By Do. Rcvd of Vaidi Chetty	13. 26. 12
			Pagodas 25. 2. 52

Account

October	24	By Ballance brought from the Above Account	9. 28. 12
			Pagodas 9. 28. 12

Madras Bashagopah Eyapa

1726 October	30	To Ballance Brought of their A/c Current	15.15.10
		To Ballance due from China Woodandy	9.28.62
		Pagodas	25.8.72

Dittos

1726 October	30	To Cash paid Ante Chetty Narrians Bills for Bullocking till this Date	3 —
		To Ballance due from China Woodandie	9.25.40
		Pagodas	9.28.62

1.

No 44

Govt. Anda Chittys Accot.

By Ballance brought from their Last Account	76.62
By my Two Bonds Taken at different times	100.—

Pagodas 176.62

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Mootoo Rashapah Iyapa

1775				
Dec.r	16	To Cash paid Pagodas of Ppl. Trust	2. —	
1776				
July	—	To Paddy 50 Marcalls	1. 22. 12.	
	—	To Cash paid Mootoo Pandaram	2. —	
Nov.r	25	To D.o Pa. paid Nanah Shaum	13. —	
		To a Pair of Ruby Sarong	3. —	
December	28	To Course Paddy for Marcalls	1. 27. —	
1777				
January	6	To Gram 15 Marcalls @ Pag.s 45 ℔ Para	1. 30. 15.	
	7	To Course Paddy 50 Marcalls	2. 15. 12.	
	26	To Ord.y 2 Dupper Cont.s 87 Measures @ 15½ ℔ Pag.a	5. 22. 5.	
		To Custom on do	. 3. 12.	
	16	To Fine Rice Nairad of Pagodas 83 Mas @ 27½ ℔ Pag.a	11. 2. 22.	
		To Ord.y Dupper Cont.s 51½ Measures	3. 15. 12.	
		To Sphe 4 Duppers pa. Nad 196 @ 16½ ℔ Candy	16. 12. 20.	
		To Custom on do	. 6. —	
		To Green Paddy 2 Para	11. —	
		To Jone do 1 do	22. 12. —	
March	29	To Gram brought at Chandy	1. — —	
		To Cardamums 1 Maund	3. 6. 22.	
			126. 28. 52.	
		Goods delivered by Pagodas on Trust Ord.y Dupt		
		To Shirley 1 Bag pa. Nad 283 ℔ @ Pag.s 25 ℔ Candy	2. 20. 20.	
		To Soap 1 Bale pa. Nad 160 ℔ do @ do ℔ Pag.a	1. 28. 12.	
		To Cash and Slop on Bag	2. —	
		To Custom paid on Bag	1. 28.	
February	21	To Cupplemull 11 Bags pa. Nad 1. 17. 23. @ 23 ℔ Candy 172. 11. 22.		
		To Custom paid on do 1. 2. 2.	172. 22. 10.	
		To Soap 3 Bundles pa. Nad 1. 17 ½ @ 25 ℔ Candy	6. 29. 37.	
		To Shirley 3 do pa. Nad 2. 15. 10½ @ 6½ do	14. 19. 57.	
		To Custom paid on do	. 7. 20.	
		To Iron Bar Round 1 round Iron 3 Bags pa. Nt 1. 2. 16 @ Pag.a	5. 28. 63.	
		To Ray Velleyam 1 Bale pa. Nt 7. 21 ½ @ Pag.s 5	1. 24. 60.	
		To Custom on do paid	. 2. 71.	
		To 1 Bag	. 1 do 1. 1. 28.	
		To Gram on Assortment	8. 12. 60.	
		To Ditto on Jaggery	. 22. 20.	
		To Ditto on Sugar Candy	10. 10. 20.	
		To Ballance due to them	197. 10. 73.	
		Pagodas	197. 3. 62.	

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and Anda Chitty's Acco.t

1772. By Ballance brought from their Last Account 107.10.23

Pagodas 107.10.23

A true Translation from the Original Cadjans kept by Thomas Woodroffe
Esqr. and by Comarapa Swamy Interpreter

John Palmer
Acct for the Presidency

No 155

Mootoo Rashapah Egapah

1762 February	1	To Cash paid Moroff Wenmadah	Pa 7 10 22
		To Balance due to You	
			Pagodas 107 10 22

Mayors Court
at
Madraspatnam

Tuesday the 7th day of February
Anno Domini 1758

Present

Samuel Ardley Esquire Mayor. Charles Turner and
Hugh Norris Aldermen.

Behram Pegus Valida Catchick of
Madras Merchant Complainant. and
Tyrumgum Mudliare also of Madras
Merchant Defendant

This Cause coming on to be heard and debated this day in the presence
of the Attorneys on both sides, On reading the Complainants Bill with Translate
of the Obligation and an Affidavit thereof annexed the Defendants Answer
the Replication and Rejoinder the Interrogatories and Depositions on the
part of the Complainant and the Interrogatories and Depositions on the
part of the Defendant together with their Exhibits on the part of the Defendant
On hearing the several pleadings made use of by the Attorneys and on due
consideration had thereon. It appearing by the proofs brought by the
Defendant as also by one of the Depositions on the part of the Complainant
that the Defendant is not the real Heir of Chinnamendy deceased
but only transacted sundry Affairs of the said deceased by the Direction
and Power of the Authority of Sevaramdady who appears to be the
Lawfull Heir of the said Chinnamendy. This Court doth therefore
think fit to Order and Decree and do accordingly Order and Decree
that the Complainants Bill shall stand Dismissed, and that each
Party do pay his own costs of Suit save the Depositions of Rungarud
Mudliar and Rutnal pillah, two Witnesses produced on the
part of the Complainant whom this Court doth Order and Decree the Defendant
to reward the Amount of the Allegations Summons for the Defendant
without Prejudice hereby reserved to Either Party to demand
further proceedings if they shall be advised to be due upon
Mutual Accounts between the Estate of Chinnamendy deceased
and Mootoo Chetty Dubash by whom the Allegations was brought
by the Complainant Except that the Defendant was himself the
Lawfull

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1st January 732 I Mardochee Mordo Rachepath Citoyen Juif de Mantoue
Notte Ebrette de Ashemblée de Livourne Reconnois et Obligue Par
Cette Bille de Sole Sr Vieira valdes Sheriff de Rouen et Mortgage Regatier
Lequel est mon Mortgagé de moy et ay pour Cent Livres Sterlin Regatier
en Marchandises Velour Soyeille est delivré up the said Bille of Sole Sr Vieira
valdes Rouen le tout sans Notre Connoissance ou contre the said Vieiravalde
dez prayes you your money

Mordo Rachepath

A True Translation from the Original by Interpreter

John Palmer
Atty for the Defendant

25 March 732 I Mordo Ramah Bedranique acknowledge to have
given a full discharge to Vieira Nordandes and his Heirs as there were
Accounts of along standing between Ebienna Mordecahe Mendelaire
and my Cherry Morgan but as all those Accounts Bonds and every thinge
else were settled by the means of Sabat Levarayah here are no further Claims
as All Accounts and Bonds are Cancelled & Should you found Gumpara
make Bond you must give Some Notice Per mariah Mordecai Israellah
Pagamaglia Brandon by mesh Interpreter honestly

Mordo Ramah Bedranique

A True Translation from the Original by Interpreter Sworn Interpreter

John Palmer
Atty for the Deft

has not been able to procure the said Bill of Sale of the House and Mortgage Obligation although he has used endeavours have not been wanting thereon and your Orator further sheweth unto this Honble Court that although he has not been to procure the said Bill of Sale of the House and Mortgage Obligation yet he begs leave to annex hereto an Attested Extract from the Monthly Register whereon is particularly set forth that the said House was Mortgaged for the Sum of One thousand four hundred Pagodas to which your Orator most humbly refers and prays the same may be admitted as part of this your Orator's Bill of Complaint and your Orator further sheweth unto this Honble Court that he has been informed that the said Mary Mahon has withdrawn herself from the Jurisdiction of this Honble Court whereby your Orator has been deprived the benefit of Applying for the payment of the Mortgage aforesaid

Your Orator therefore prays all general relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the end therefore that the said Mary Mahon may upon her corporal Oath true and perfect Answer make to All and Singular the Matters and things herein before Alledged and suffer the as fully truly and effectually to all intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay unto your Orator the full and just Sum of One thousand four hundred Pagodas Principal as also the Interest that may appear to be due thereon also all costs of this Suit and in default thereof that the Mortgaged Premises be sold to satisfy your Orator his just demand

May it please this Honble Court to cause the said Mary Mahon to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear at a certain time and Place to be by this Honble Court appointed and Stand then and there to Answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as this Honble Court shall ordain and

John Paterson
Atty for the Complt

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Copy of the Petition of Mary Pickard

To the Worll the Mayor Court at Madraspatam

Read 1st Feb 1757

Humbly Complaining Sheweth unto this Worll Court your Orator Wm Mackintosh of Madras Merchant and Attorney Factor to Mary Pickard Spinster and Executrix of John Saunderson deceased That Mary Pickard Spinster Mary Pickard aforesd is entitled to the Estate of the said Deceased John Saunderson in the full and just Sum of One thousand four hundred Sagodas current Money of Madras which on the Exchange of Pagodas Britain amounting every Sagoda eight Shillings will amount to the Sum of Five hundred and Sixty Pounds Sterling as appears by a Bill of Sale bearing date on or about the twenty fourth day of March which was in the Year of Our Lord One thousand seven hundred and thirty eight the said Mary Pickard spinster Mary Pickard aforesd did mortgage unto the said John Saunderson deceased two Houses Pickard aforesd made over for the Sum of One thousand four hundred Sagodas and as John Brompton by Letters of Aggregation dated one thereto the said Pickard aforesd of the said deceased John Saunderson the said John Brompton was possessed of the Bill of Sale of the Houses aforesd and the Mortgage Obligation and the said John Brompton did take Charge of the said Houses as your Orator will make Appear to this Worll Court and therefore your Orator further saith that since he has been appointed Administrator to the Goods and Chattels of the said John Saunderson deceased he has Applied himself to the Attorney Factor of the said John Brompton deceased to know of the Bill of Sale of the said Houses and Mortgage Obligation were in his Possession whereupon the Administrator of the said deceased John Brompton produced to all the Papers which came to their Possession after the Death of the said John Brompton till the your Orator's good Misfortune hitherto and

1721

Mayors Court
of
Madraspatnam

Tuesday the 21st day of February
Anno Domini 1720.

Present

Samuel Ardley Esquire Mayor, George Mackay,
James Alexander, Edward Burnham, John Davidson,
& Charles Turner Aldermen.

Between John Mackmath Jr.
Mariner and Attorney duly
to the Goods Chattels and Credits of John
Sanderson Deceased Complainant and
Mary Milner Executrix of Mary Holmes
Defendant

It appearing by the Records of this Court that the Defendant was duly
found within the Jurisdiction thereof and that a Copy of the Defendants
was executed by the Sheriff of the Place and which was delivered over to
the Discharge of Mr Andrew Pitt Attorney for the Management of the
Complainants affairs & the plea with the time appointed by the Interlocu-
for the Defendants appearance being elapsed On due Consideration had
This Court doth think fit to order and decree and it is accordingly order and
decreed that the Defendant shall pay unto the Complainant the full and
just sum of One thousand four hundred Pagodas together with such Interest
as may appear to be due thereon, also all Costs of this Suit And that in
default of Payment of the same within days from the date hereof the
Mortgaged Premises shall be sold and the produce thereof paid to the
Complainant in and towards the discharge of the said Debt and Costs

By Order

1701

Day of Registring | Date of the Conveyance | Grantor | Grantee | Name of the Island | Between

Nov. 2d the 6th 1738 | Nov. 1st the 5th 1738 | Mary Helme | Ste Sanderson Esq. | Tho Brown and Sarah his Wife

(Copy of Original)

To Messrs Samuel Boggs
& Peter Gregg
Gentlemen

I wrote to you very fully on my last, a Duplicate of which incloses inclosed. I consulted with the Atturnies on that occasion, as well on Peter Sanderson's Deed as whether it was for the Interest of Mr Sanderson to attend to have the Affair before the Court of Appeals or not. Some were of Opinion as there was nothing to be got, that it would not be necessary. But as Controversy had to pass upon it to the Affair the Appeal is brought that as there are Appeals many before it which could not be heard in this Court, and every one must take their turn being the custom of that Court, which is the Cause that it could not be determined before the departure of the Shipping this not at all doubted but to your great Interest of the wealth thereof

Since my last I have received of Mr Gordon £76.16 — and of Cornelius Rogers fifty being on full a/c Inclos'd I send you Mr Hall's Salvage Bill my Attorney's & Mine that may be settled between you and him before Thanksgiving Day

I wish you health and happiness with my Service to all friends: and Pleasure of that there will be nothing wanting on me to fulfill on what is mentioning

I am
Gentlemen
your most humble Servant
John Brampton

Cuddalore
the 9th February 1744/5

To Mrs Elizabeth Boggs
& Mr Peter Gregg

Madam & Sir

As the War has been a Calamity to all the Europeans Affairs in India and consequently must have affected every body, and in particular persons who escaped the Rage of the French but for Providence and some other Friends to be thankful like to have all lost when reflection of Riches and have the Misfortune which is an unhappy condition and will not let them [illegible] to pull it order which must be done immediately other ways it will fall down for want and continuing and about four Years hard Labour to be before I better Fortune Affair the Opinion of our Council upon told me that he had wrote you very fully on that Subject hoping the good Gentlemen health and happiness to take Care to them Ladies

I am Madam & Sir
your most Obedt humble Servt
John Brampton

Fort St David
the 29th October 1749

1681

the receipt of the same from him the said Rawer Virago Chitty as likewise
whether or no he the said Rawer Virago Chitty ever acquainted the said
Manuer Parry Chitty with the sale of the said Diamonds or else whether
or no after the said Manuer Parry Chitty was informed of the sale of the said
Diamonds and Demanded the Amount thereof from him the said Rawer
Virago Chitty He the said Rawer Virago Chitty did not Acquaint the said
Manuer Parry Chitty that He the said Manuer Parry must receive the
Amount of the said Diamonds from Another person with whom He the said
Rawer Virago Chitty had Dealings and large Dealings and moreover that
He the said Rawer Virago Chitty may be obliged to pay unto your Orator
the aforesaid Sum of Six Thousand Seven Hundred and fifty eight Pagodas
and Seaven and twenty two Cash together with such Interest as now
or shall hereafter become due thereon until full Payment or make also
all Cash of this Suit

May it please this Worll Court to cause the said Rawer Virago
Chitty to be Summoned and Required by the Sheriff of Fort St George
Town of Madraspatnam and the Districts thereof personally to be and
Appear at a certain Time and Place to be by this Worll Court Appointed
and prefixed then and there to Answer the premises Bill of Complaint
and further to stand and Abide such Order and Decree therein as to
this Worll Court shall seem Meet

J. M. Stone
Archdale Palmer } Solrs for the Complt

163

12th July 1757

To the Worshipful the Mayors Court at Madras
viz.

Humbly Complaining sheweth unto this Worshipful Court your Orator
Thadeus Ogle Berry Calender of Madras Merchant & late Farmer Arrago
Chitty formerly of this Place but now residing at Pallacat Merchant
Standeth indebted unto your Orator in the full and just Sum of Five Hundred
Seven hundred and fifty eight Pagodas nine fanams and twenty two Cash
which in Sterling Money of Great Britain at the Rate of eight Shillings
to every Pagoda amounts to the Sum of Four Thousand three hundred and
three Pounds six Shillings and three farthings as thereunto doth and will more fully and
at large appear by a Bill of Parcells marked A. and Account Current marked B.
hereunto annexed which said Bill of Parcells and account Current the Honorable Berry
Chitty hath for several Years and Valuable Considerations did Signed and made over unto
your Orator as Creditor All which more fully and at large Appear by an
Assignment or deed of Sale marked C hereunto annexed for the Inspection
of this Worshipful Court to which your Orator humbly refers and prays
the same may be Admitted as part of this your Orators Bill of Complaint
But now so it is may it please this Worshipful Court that
tho your Orator hath frequently and in an amicable Manner requested
payment of the aforesaid Sum of Five Thousand seven hundred and fifty
eight Pagodas nine fanams and twenty two Cash from the said Arrow
Virago Chitty yet He the said Arrow Virago Chitty obstinately &
wilfully refuses to give your Orator any Manner of Satisfaction
touching the Premises your Orator therefore humbly prays answer
all such as this Worshipful Court shall Appear agreeable to Equity and
good Conscience.

To the end therefore that He the said Arrow Virago
Chitty may upon his personal Oath true and perfect Answer make to
all and singular the Matters and things herein before Alledged as fully
truly and effectually to all Intents and purposes as if the same were here
again repeated and to particularly interrogated Whether or no the said
Monsieur Berry Chitty did not about three weeks before the said Arrow
Virago Chitty acquainting him that the Demands mentioned in
the Bill of Parcells annexed to this your Orators Bill of Complaint
were sold for the Sum of Five Thousand Five hundred Pagodas and
whether the said Monsieur Berry Chitty did not frequently demand the

Dr Rawson Virago Charity Cr

1736 Dec 10 To Augmentation which I assigned Madam Chaworth Charity to ... 29 —
1737 Sept 22 To Balance of the said Rawson Virago Charity ... 19 m 29 22
1738 Sept 29 To Bill of Costs of Suit Att. & Dr ... 2 16 6
1739 Sept 22 To Balance ... 2 18 per Cent per Annum
for 3 years &c
m Cap. £ 6 1 ... 27 2 9 — 292 2 7 6
29 — — ... 16 5 — 1095 15 0
7 5 0 ... 29 22 ... 9 — 15 — 1921 11 6 1095 15 0
2 6 6 ... 8 22 ... Carried over 2986 7 6

1735 Dec 1 By Dollars of the last Account ... 1 m 16 6
1736 Dec 6 By Augmentation which I assigned to pay 6 Members of Madam Chaworth Charity ... 30 —
1737 April 6 By Do which I assigned to pay Mr Hardwick ... 28 —
15 By Do which I assigned to pay Mr Wood Minister ... 22 —
May 16 By one Quarter of Rent ... 76 12 12
Nov 4 By one Do Do ... 12 —
By one Do Do ... 20 —
By one Do Do ... 2 10 —
1738 Aug 7 By Augmentation which I assigned to pay 6 Trustees ... 132 10 0
6 By one Quarter of Rent ... 10 —
22 By Land Tax ... 2 —
Dec 4 By Do ... 10 —
6 By Do ... 21 12 6
11 By one Quarter of Rent ... 26 12 6
By Land Tax ... 15 — 71 6 6
6 By Do ... 12 —
15 By Do ... 10 —
20 By Do ... 6 —
22 By Do ... 15 —
1739 Jany 2 By Do ... 6 —
Augt By Augmentation which I assigned to pay 6 Trustees ... 6 —
By Do which I assigned to pay 6 Trustees Widows ... 16 —
By Do which I assigned to pay 6 Orphans Children ... 6 — 76 —
1736 Augt Balley Interest on following Sums 2 18 per Cent per Annum
for 3 years &c
m Cap. £ 6
1071 — 6 — 6 — 22 9 22 2385 11
22 2 11 6 7 6 11 6
Carried over 1034 12 2
Carried over 1891 6 10

1802

A Bill of Parcels of Sundries Bought at Sundry Auctions by Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel from the 1st January 1802 to the 31st December 1802 Both Days Inclusive

1802 January 7th		One Bill Fine Broad Sundries for Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel			
		Amount of Sundries Bought at Sundry Auctions by the said Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of the said Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel from the 1st January 1802 to the 31st December 1802 Both Days Inclusive			£ 1000
		Abatement made Payable £10 at Messrs. Sundries Bought at Sundry Auctions by the said Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of the said Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel from the 1st January 1802 to the 31st December 1802 Both Days Inclusive			£ 1000
		Deduct 10 p.c. Commission for the said Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of the said Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel from the 1st January 1802 to the 31st December 1802 Both Days Inclusive	£ 57	7	6½
		Deduct 10 p.c. for the Prince Regent Hospital Ship & Others	£ 57	7	6½
			£ 114	15	1
		Deducted Bounty or Difference on Bill Contained			£ 228
		Deducted 10 p.c. Commission			£ 22
		Deducted Bounty or Difference on Bill Contained			£ 228
		Deducted 10 p.c. Commission			£ 22
		Payable			£ 1750

Errors Excepted per

Messrs. Parry & Busby

A Bill of Parcels of Fine Broad Sundries for Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel from the 1st January 1802 to the 31st December 1802 Both Days Inclusive

1802 August 15th		One Bill Fine Broad Sundries for Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel from the 1st January 1802 to the 31st December 1802 Both Days Inclusive			
		Amount of Sundries Bought at Sundry Auctions by the said Edward Diamond Esqr. Agent for Prize Ships & Vessels Taken by His Majesty's Ships & Vessels under the Command of the said Sir Richard John Strachan Knight & Captain of His Majesty's Ship the Melampus & Others Serving under His Orders in the Bay of Biscay & Channel from the 1st January 1802 to the 31st December 1802 Both Days Inclusive			£ 778
		Deducted Commission at 10 p.c.	£ 19	9	3½
			£ 194	3	3½
		Deducted Bounty or Difference on Bill Contained			£ 146
		Deducted 10 p.c. Commission			£ 14
		Remained in the hands of the said Messrs. Parry & Busby on Act and Edward Diamond Esqr. one Moiety			£ 632

Errors Excepted per

Messrs. Parry & Busby

1000

Know all Men by these Presents that I Maneen Barry Chetty
Merchant of Madras for and in consideration of an Original Bond of
Sale Barry Chetty executed of Mr Thaddeus Aga Barry calydar Merchant
of Madras which with Interest due thereon amount Mr 30 1756 unto
the Sum of two thousand Eighty four Pagodas 37 fanams and 42 Cash and
a Bond also Billa per Porte dated July 1 1755 due to the said Thaddeus
Aga Barry aforesaid Merchant by the Estate of Barry Chetty Deceased which
with the Interest due thereon August the 30 1756 the Sum of one thousand
seven hundred and fifty two Pagodas 26 fanams and a Bond also Bills
per Dawn dated may the 6 1755 due to the said Thaddeus Aga Barry by
Chengiah and Ramchurn Merchants which with Interest due thereon
August the 30 1756 the Sum of four hundred twenty two Pagodas 29 fanams
besides and an Original Bond of Bail Chitty the Son of Nair Veraga
Chitty which with Interest due thereon August the 30 1756 is the Sum of
five hundred and one Pagodas 25 fanams pl Cash and also for other
Considerations have assigned Transferred and set over and by these
Presents do assign Transfer and set over unto the said Thaddeus Aga
Barry his Heirs Executors Administrators or Assigns all and full
Balance of the Account Current of Nair Veraga Chitty Merchant
of Madras the late the said Maneen Barry Chetty by the said
Nair Veraga Chitty dated August the 30 1756 and every Part
thereof which now is or at any time hereafter the said Balance
the 30 1756 shall become due or payable and such Power and
Warrant concerning the said Account Current and all my Estate
Right Title Interest Claim and Demand whatsoever of in or to the
same or any Part thereof To have and to hold the said Balance
of the said Account Current and every Part thereof with the said
Thaddeus Aga Barry his Heirs Executors Administrators or Assigns to
his and their Sole use and behoof for ever in witness whereof I have
hereunto my hand and Seal dated at Madras the 21st 1756

Signed and Sealed
in the Presence of
the Words
Interlined

Maneen Barry Chetty (L.S.)

Brought Over ..... zolle g 16

Brought Over ..... kugl 6 12

Brought Over ..... zolle 12 z.

von Capt. [illegible]				
30		120	6	26
20		22	6	20
30. 22. 30		22	2	12
12		22	1	26
22		22	1	12
1 18		22	—	29
132. 18. 24		22	—	26
18		22	—	6
2		19	11	28
18		19	11	12
24. 22. 24		19	10	19
31. 6. 24		19	10	15
16		19	8	29
18		19	7	—
6		19	7	13
18		19	5	13
5		19	5	—
6		19	4	28
72		19	—	117 2 22

Brought Over 2012 24 44

Expenses pd

Carried Over ..... zolle g 16

Brought Over 12202 6 22

Expenses 2012 24 44

Remarks of the Inspector of Ordnance upon the Expenditure of Powder and Projectiles at the Experimental Practice of the Ordnance Corps at Meadow Depot

Recd 10th Feb 1792

1792

The Answer of Thaddeus Aga Perry Calender
to the Demurrer of Mehtab Chitta Attorney
for Rawar Virago Chitta

The said Thaddeus Aga Perry Calender saith that notwithstanding any thing alledged by the said Mehtab Chitta in behalf of the Defendt the said Bill ought not to be quashed for as to what the said Mehtab Chitta hath first thereto humbly conceives that he has good Cause of Demurrer to the said Bill of Complaint because the said Thaddeus Aga Perry Calender is thereby sought to be charged upon the Transfer of an Account between which cannot be apprehended to be equitable and is therefore contrary to Law & Demurrer. To which the said Thaddeus Aga Perry Calender conceives that the said Mehtab Chitta ought to make that Answer and with regard to the Remarks made by the said Mehtab Chitta in regard to the Oath taken by the said Thaddeus Aga Perry Calender as also the Account between the said Thaddeus Aga Perry Calender conceives is entirely with the Merits of the Cause. And Notwithstanding the Matters pleaded by the said Mehtab Chitta on behalf of the said Defendt the said Thaddeus Aga Perry Calender conceives it can receive effect from as the document is for Debt on an Account in Calcutta which is accepted on the said Mehtab and the said Thaddeus Aga Perry Calender further saith that the said Bill and the Matters therein contained are good and Sufficient in the Law for him the said Thaddeus Aga Perry Calender to maintain his Suit against the said Mehtab Chitta to which Defendt and therefore as the said Mehtab Chitta hath not made any Answer thereto nor hath he thereby denied the Matters of the said Bill the said Thaddeus Aga Perry Calender prays Judgement and that his damages sustained by the Premises may be awarded to him.

John Palmer
Atty for the Complt

169
Rep. Notes
24 Jany 1708

The Answer of Nicholl Welby of
Nevis Merchant Attorney for Roger
Wiley of Portland Merchant
defendt to the Bill of Complaint of
Matthew Ogg Jeremy Taylor and Jacob
Marshall Complainants

This Defendt by protestation not confessing or acknowledging all or any
part of the matters and things in the said Bill contained to be true in
such manner as the same are therein and thereby Sett forth and alledg
Saith That as aduised there is no Matter or thing in the said Bill of
Complaint contained Good and Sufficient in the Law whereby to Enable this
Defendt to make Answer in this Honble Court for the same Bill
There is good Cause of Demurrer Both for Adverse the Complainants
to demand upon the Transfer of an Accot Current which this Defendt
presumes is Contrary to Law as the same cannot be mentioned to be a
Just debt For although the Complainant have taken his Oath to the Truth
of the demand upon his Obtaining a Warrant of Sequestration in their
Defendts Constituents Effects To Convince that such oath could be demurr
in the Judgment of this Honble Court to Extend no further than the
Complainants own Knowledge of the several Transactions in the said
Accot Current which this Defendt Believes must be very perfect on
the Complainant the sd applyer at all concerned in the Transactions
therein Noted which Transactions are many of them Ungrounded and
very long Standing the said Accot Commencing as Early as the Year
One Thousand Seven hundred and Thirty four and the Debt of which
goes no further than the Year one thousand seven hundred and forty seven
by which long interval of time the Defendt is of Opinion the
Complainant is Excluded his demand by the Statute of Limitations and
for several other reasons and Objects this Defendt on Behalf of his
Constituent aforesaid doth demurr in the Law thereto and will abide
by the Judgment of this Honble Court whether he shall be just to make
any further or other Answer thereto and prays to be hence dismissed
with his Reasonable Costs and Charges in the Behalf most humbly
fully Sustained

Archdale Palmer
Atty for the defendt

1792

Recd 17 Feb
17 Feby 1792

To the Honourable the Mayors Court
at Madrapatam

Humbly complaining Sheweth unto this Worshipfull Court your Orator
Daniel of the Virgin Mary of Madras Black and Attorney for the
Honble Francis of Shackleton of Calcutta in the Kingdom of Bengall
aforesaid Esquire by a proper Power duly to be produced saith in Equity to
Robt Ludlow Shackleton Widow and Executrix of Francis Shackleton late of the
Place Deceased Defendt Whereas your Orator heretofore to wit on the fifth
day of March Anno Domini One Thousand Seven Hundred and
Eighty Seven at Madras aforesaid by his Bill or Note under his hand
promised to pay unto the said Francis Shackleton or Order the full and
just Sum of Pond Pagodas Four Hundred and Forty Six Nine Annas and
Five Cash which Sum of Pond Pagodas Four Hundred and Forty Six Nine
Annas and Five Cash at the Exchange of Pagodas Twenty Six Rupees
Eight Annas for Pond Pagodas and which at Sterling Money of Great
Britain at the Rate of Eight Shillings Sterling Pagoda amounts to the Sum
of One Hundred and Forty Nine Pounds Nine Shillings and Ten Pence Sterling
aforesaid. For which the said Francis Shackleton did on or about the
Sixteenth Day of March in the Year of Our Lord One Thousand Seven Hundred
and Eighty Seven at Madras aforesaid in the Kingdom of Bengall
aforesaid and Years of your Orators Lordship the Sum of Seven Thousand
One Hundred and Rupees and for the better Security of the aforesaid
Sum of Seven Thousand One Hundred Current Rupees He the said Francis
Shackleton did transfer in the Words of your Orator and Lordship as
generally of Credit and your Orator further prays leave to represent that
He the said He the said Francis Shackleton departed this Life on the Day of the
Date and Husband Francis Shackleton for the better Security of the Payment
of the aforesaid Sum of Seven Thousand One Hundred Current Rupees
Mortgage and your Orator for the Use and Benefit of the Husband as
aforesaid Letters Executrix of Francis Shackleton Effects
came to the Possession of your Orator which said Sum of the
aforesaid Sum of Seven Thousand One Hundred Current Rupees with
the Interest thereon should be charged upon the Account of the Sale of the
said Goods should not be sufficient to discharge the same and your Orator
further prays leave to represent that the said Goods were
the Property of the said Francis Shackleton and at the Time of his
Decease the Property of the said Francis Shackleton and at the Time of his
Decease the Property of the said Francis Shackleton and at the Time of his
Decease

1771

Mayors Court
of
Madrasapatnam

Tuesday the 25th day of February
Anno Domini 1758

Present

Edmund Ardley Esquire Mayor, James Alexander
Edward Bateman & Charles Turner Aldermen

Between Nathaniel Ogle Barrister
of the Inner Temple London and
Evan Nepean Attorney of the
Court of Request of Madrasapatnam
Complainant

Mayors Court

The Defendant not having come to be argued this day in the presence
of the Complainant and his Attorney on all the Orders during the Pleadings
made use of by the Attorneys and on the motion of Mr Thomas Re-
presenting to this Court that the Defendant Cannot upon the Complainant
was Just only of every unreasonable nature, and greatly liable to be molested
but that the Complainant may by suing upon such Recognizance in
the Name of a third Person Called ordinary to Equity and Law Suits
may be Liable to from Persons to the Defendant which the Defendant
might have an opportunity of Attorney against the Attorneys who before
he in his own name and Right for Such Bill which he could have
against the Complainant This Court doth therefore unanimously think
fit to order and direct and it is accordingly ordered and directed that the Com-
plainants Bill shall stand dismissed with Costs

J P Clerk

[illegible]

Annexed thereto marked A and on the [illegible] Schedule of Mortgages
Debts marked B herein annexed for the Inspection of this Honble Court
to which your Orator craves leave to refer and prays the same may be taken
as part of this your Orators Bill of Complaint

And your Orator Mercy [illegible] hath charged that this Honble Court
[illegible] especially and without the Answer on the part of the
said Defendant [illegible] of the aforesaid Lands [illegible] thereof and
[illegible] the said Lands Negroes Cattle &c [illegible] Isabella
Confiscation Liberally and willingly agrees to give your Orator any manner
of Satisfaction touching the Premises your Orator therefore humbly prays
aforesaid Bill of Sale in this Honble Court shall appear Agreeable to
Equity and good Conscience

To the End therefore that the the said Isabella Confiscation may upon
her personal Oath true and perfect Answer make to all and singular the
matters and things herein before alleged and be directed by and under your
Orator the aforesaid Sum of Five Hundred and forty Six Pounds Nine
Pence and Three qrs or that the aforesaid Demands and other Debts
Effects which were Mortgaged with your Orator by the said Isabella
Confiscation may be [illegible] Orator & Orator & discharge the same
and that the said Isabella Confiscation may be Obliged to make up Schedule
of the remaining Effects belonging the aforesaid Sum of Five Hundred
and forty Six Pounds Nine Pence and Three qrs together with
the Interest that may accrue thereon and also
that the said Isabella Confiscation may be Obliged by your Orator to
pay the Costs of this Suit

May it please this Honble Court to grant Unto your Orator
his Majesty's most Gracious Writ of Subpoena to be directed to the Sheriff of Middlesex
Town of Shrewsbury and the Defendant therein mentioned to be Dis-
appear at a certain time and place to be by this Honble Court appointed
and prescribed then and there to Answer the premises your Orator Bill of Com-
plaint and further to stand to and abide such order as to this Honble
this Honble Court shall seem meet

S. Storey
Solr for the Complt

Saith that he is ready and willing that the Complainant should discover
the Effects allowed him by the Defendant as Executor aforesaid towards
the payment of the said Husbands Debts but saith with regard to the Ballance &c
Debt Saith Appears to be due to the Complainant after the Sale of the Effects
aforesaid this Defendant begs leave to represent to this Honble Court that
most of the demand Husbands Effects are bad and untill they come to this
Defendants hands she cannot be ascertained of the true amount of the said
demand Husbands Debts which has prevented her from discharging the
demands of the Creditors of her said demand Husband as what Effects she
is ever possessed of she ever is willing and desirous to discharge the same and this
Defendant further Appears that all the said Creditors are not on the Spot
She is Apprehensive that there may Appear Over more Bond Creditors which
Ought to be paid in preference to the Complainants demand this
Defendant therefore conceives that she ought not in Justice to the other Creditors
pay the said demand untill she is fully Ascertained of the said demands &
Effects and Certain that there are no Creditors preferable in degree to the
Complainant All which matters and things this Defendant is ready
to Aver Maintain and prove as this Honble Court shall direct and humbly
prays to be hence dismissed with her reasonable Cost in this behalf most
wrongfully sustained

Archdale Palmer
John Palmer

Sept 1710
21st Sept 1710

To the Right Honble James Earl of Wharton
Lord Lieutenant General and General
Governor of the Kingdom of Ireland
The Humble Petition of James Earl of Wharton
Lord Lieutenant General and General
Governor of Ireland

Sheweth

That your Petitioner is Plaintiff in a Cause now depending in the Court of Chancery
in this Kingdom wherein Archdale Palmer Esq and John Palmer Esq are Defendants
and that your Petitioner is advised that the Defendants have not put in their Answer
to the Bill of your Petitioner in the said Cause although the Time for their
Answering the same is long since Elapsed

Your Petitioner therefore humbly prays your Excellency will be pleased to
Order the said Defendants to put in their Answer to the said Bill of your Petitioner
within such Time as your Excellency shall think fit

And your Petitioner shall pray &c

Wharton

1750

I Isabella Contofre Widow of Andrew Contofre late of London Esqr and Francis Contofre Esqr Executors to the Estate of the said Andrew Contofre Esqr Deceased do Request Father Ascanio of the Virgin Mary an Attorney to the Reverend Father Francis of Assumption Austin Friar and Diamond Preacher which your Servitor Acquiesces valued at twenty Rupees a Mangelow one Rose Diamond ear rings for Sixty Rupees two Gold Bracelets one Gold Chain twenty seven Gold Buttons and fifty Rupees which are all in gold with the said Diamonds Set and in case the Estate pledged by the deceased to the said Reverend Father Francis of Assumption does not produce a Gold Pardo the Sum of Seven Thousand one hundred Rupees that the said Diamonds &c Shall remain in the hands of the Reverend Father Ascanio of the Virgin Mary until the completion of the said Sum of Seven Thousand and one hundred Rupees and should there more be wanted the supplies without any difficulty In Testimony whereof I have set my hand in presence of the Witnesses Madras the 22 January 1750

Witness
Father Ascanio
Capuchin Apostolick Missionary
Domingo Saint Ann

Isabel Contofre
Witness to my Mother's signature
Louis Contofre

A True Translation from the Original by
John d'Frias
Portuguese Interpreter

Read 18th
of July 1757

The Answer of Isabella the Widow of the Deceased Andrew Contofre Esqr and Francis Contofre Esqr Executors to the Bill of Complaint of Father Ascanio Capuchin by his Attorney Father Hermit of the Virgin Mary Complainant

This Defendant now and at all times hereafter saving and reserving to herself all and all manner of Exception to the many Insufficiencies Uncertainties and Imperfections in the said Bill contained for Answer thereunto or unto such parts thereof as this Defendant is advised it is Material she should make Answer unto she this Defendant Answereth and saith That she admits the demand upon the Estate of the said Francis Contofre deceased to be true as is set forth in the Complainants said Bill and this Defendant further

1758.

... shall know the Defendt and answer for the Money therein
Demanded Whether the Defendt Thomas Hall the Defendts Husband
and Executor have had to say in their Claims the Defendant alleadgeth that
... of the Executors have laid on their Claims to the Defendant But as
the same only of the said Demands are Specified in the Defendts Accounts
of the said Estate the Plaintiffs shall Shew whether some of the said Demands
may not hereafter Appear to be upon Book and the Defendants saith as
... by the said Answer to her Ready and shall ever be
... all and every thing and things therein to be true and certain
... manner and form as they are therein Alledged
... Signed

Archdale Palmer } Attys for Defts
John Palmer }

Mayors Court
of
Madraspatnam

Tuesday the 16th day of March
Anno Domini 1758.

Present

Samuel Ardley Esquire Mayor, James Alexander Charles
Turner and Thos. Norris Aldermen

Between Francis Hampton
of Calcutta in the Province of Bengal
by his Attorney Archdale Palmer
Esqr of Madrapatnam Complainant
and Isabella Hall Executrix and
Executor of the Last Will of the late
Thomas Hall Esqr Deceased
Defendt

This Cause coming on to be heard for the Hearing of the Merits
Attorney of the Complainant and Mr Hall Attorney for the Defendt
... and Reading the Pleadings and Proceedings
... Order ... Hearing the Merits of the Cause
... by the Defendt Thomas Hall the Defendt
... Complainant Debt of Rs 10 ... the Estate of the deceased
... for the Complainant ... Hall Executor by the Complainant

1717

Regard to what the Defendant hath Pleaded in Barr to the said Bill
Viz. that most of the Deceased Husbands Effects are Debts Due
unto him in his Life time & he cannot be Charged to the true value
of the said Deceased Husbands Effects. To which the Replyant prayes leave
to say that it is now almost four years since the said Defendant took
Letters of the will of the said Deceased Husband out of the Prerogative
Court which the Replyant humbly presumes is Time enough for
her to have collected all her said Deceased Husbands Effects and Debts
Regard to there being other Creditors to the said Estate, wch. (if there
are, or are not it ought not to affect the Replyant, as they have had as long a
time to lay in their Claims and have neglected doing it. All which matters
and things this Replyant is ready to aver Maintain and prove as this Honble
Court shall direct and humbly prays as in and by his said Bill is
already prayed.

John Maxwell Esqr
Sol for the Replyant

Read & Filed
25th Oct 1707

The Rejoinder of Isabella Countess of Wilton
and Executrix of Frances Countess of Exeter
to the Replication of Francis Spurrier by
his Attorney Samuel of the Bergin Mary

This Defendant now and at all times hereafter saving and reserving to
herself all manner of Benefit of Exception to the Errors and Imperfections
in the said Replication contained for Rejoinder thereunto saith that this
Defendant saith Answer is true and Sufficient in the Law to be Pleaded unto
and this Defendant further saith that Although the Replicant pretends
that this Defendant has had time enough to collect her deceased Husbands
Effects yet this defendant saith that such Assertion is not sufficient to
set aside this Defendants plea set forth in her Answer to the Replicants
Bill of Complaint as the said Effects therein Asserted to be dead remain
for an adventure and by her deceased Husband to Beforah which although
this Defendant has all been wanting in her endeavours to procure the
Returns for the same she has not as yet received any but hopes in a short
time to receive the same as whether now Spurrier Replicant pretends to
Captain Hamilton Parkinson who sailed for that Place some months
past

1780

James Cockshaw doth most humbly and mildfully Offereth to your Honor my Manner of Satisfaction touching the Contempt your Order therefore humbly prays Process of Rebellion against the Said Isabella Cockshaw that She may Appear agreeable to Equity and good Conscience

To the End therefore that She the said Isabella Cockshaw may upon her Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before Alledged truely and Effectually to all intents and Purposes as if the same were here again Repeated and interrogated and be decreed to pay unto your Orator the aforesaid Sum of three Hundred and Eleven Pagodas Nine Fanams and Seventy Cash together with such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

May it please this Worshipful Court to Grant the said Isabella Cockshaw Writs and Letters to James Cockshaw directed to be Summoned and Required by the Sheriff of Fort Saint George Some of Messengers thereof the Peticioner being personally to be and Appear at a certain time and Place to be by this Worshipful Court Appointed and prefixed then and there to Answer this your Orator Bill of Complaint and further to stand to and Abide such order and Decree thereon as to this Worshipful Court Shall seem Meet

J. Mottoo
Atty for the Complt

1779

[illegible] Affidt [illegible] Answer [illegible] Affidt [illegible] Subpoena [illegible] Bond [illegible] Order [illegible] Bill

12 July 1779

To the Worshipfull the Mayor Court at Pittsylvania

Humbly complaining sheweth unto this Worshipfull Court your Orator Samuel Coles of Mecklenburg County and State of Virginia Planter and Executor of Francis Coles late of the same Place Deceased and Sheweth unto your Orator that the said Francis Coles in his Life time and at the Time of his Death was justly and truly indebted unto your Orator in the Sum of Five Hundred and fifteen Pounds Sterling Money of Great Britain or Two Thousand and Sixty Dollars in Virginia Money after the Rate of Eight Shillings to every Pound Sterling and the Sum of Five Hundred and Forty Six Pounds Nine Shillings and Three Pence Halfpenny Sterling Money of Great Britain or Two Thousand Two Hundred and Eighty Dollars in Virginia Money after the Rate of Eight Shillings to every Pound Sterling which Sums of Money your Orator hath often demanded of the said Francis Coles in his Life time and of the Defendant since his Death but the same to pay or satisfy to your Orator hath refused and still doth refuse to the great Damage of your Orator and contrary to Equity and Good Conscience

To the End therefore that the said Francis Coles may if he can shew any Reason why he should not pay your Orator the Sums of Money aforesaid and the Defendant may be compelled to do it and that your Orator may be relieved in the Premises according to Equity and Good Conscience May it please your Worships to grant unto your Orator his Writ of Subpoena to be directed to the said Francis Coles commanding him by a certain Day and under a certain Penalty therein to be limited personally to be and appear before your Worships at a Court to be holden for the County aforesaid then and there to answer the Premises and to stand to perform and abide such Order Decree and Judgment therein as to your Worships shall seem meet and your Orator shall ever pray &c

Samuel Coles

Subscribed and Sworn to before me this 12th July 1779

Wm Calvert

Rec'd Oct 1827

1827

The Answer of Sarah the wife of Thomas Cordeux and Executrix of Francis Cordeux deceased defendant to the Bill of Complaint of Samuel Ward Coates of Fordham George Merchant Complainant

The defendant now and at all times hereafter saving and reserving to herself all and all manner of benefit of Exception to the many Errors Uncertainties and Imperfections in the said Bill contained for Answer thereunto or unto so much thereof as this defendant is advised it is material or necessary for her to make Answer unto She this defendant answereth and saith that She doth not know or believe that the said Francis Cordeux to be at the time of the exhibiting of the Complainants said Bill of Complaint or hath been at any time since but defendant hath been informed that he was dead and this defendant believes the same to be true and this defendant hopes that this Honble Court will excuse her from answering the Complainants said Bill of Complaint as far as the same relates to the said Francis Cordeux deceased for that this defendant hath been informed that he died in the Island of Jamaica and this defendant is unable to answer the same but this defendant for answer to so much of the said Bill of Complaint as this defendant is advised it is material or necessary for her to make answer unto She this defendant answereth and saith that She doth not know or believe that the said Francis Cordeux to be at the time of the exhibiting of the

Dr. Isabella Lambeffe Widow and Executrix Francis Lambeffe Deceased Cr.

1753 Augt. 28 To your Note of Hand ... 1133 — —
To Interest on the above Sum. 52. 10 ... 3765 18 36

Errors Excepted
Jos. Samuel Debastro

1753 Oct. 22 By 22 Pounds weight 15 Qrs. @ 0 15 p. Pound ... 2 2 6
1756 April 17 By 25 Pounds ditto @ 0 0 6 ... 0 12 6
By 78 Ditto Ditto 1756 ... 92 18 10
June 13 By 20 Pounds weight 3 Qrs 18 pounds ... 27 7 6
1756 Oct. 29 By 29 ½ Pounds ... 165 1 10
1757 Jan. 22 By sundry Ditto 255 at Bill to ditto ... 3512 10 10
1812 6 7
By Interest on the above Sums
1753 Oct. 22 By 255 Ditto ... 38 18 —
1756 April 17 By 25 Ditto ... 3 15 —
1757 Jan. 22 By Ditto ... 24 7 6
1812 6 7
By Balance ... 1812 6 7
Pagodas 1812 6 7

Pagodas 1812 6 7

Errors Excepted
Jos. Samuel Debastro

The Defendant said Answer or true word Sufficient in the Law to be Replied unto and this Defendant further saith that Although the Plaintiff pretendeth that this Defendant hath had time enough to collect her deceased Husbands Effects yet this Defendant saith that such Assertion is not Sufficient to vacate and this Defendant doth further say in her Answer to the Plaintiffs Bill of Complaint as the said Effects thereon Asserted to be abroad consist of some Adventure sent by her deceased Husband to Buffarah which Although this Defendant hath not been wanting on her endeavours to procure the Returns for the same she has not as yet received any but hopes in a Short time to receive the same as she has now given Authorities powers to Captain Hamilton Corbett who sailed for that Place some Months past & use all Lawfull Endeavours for the Recovery thereof and as to the Plaintiffs Assertion of the Length of time that the Defendants deceased Husbands Creditors have had to Lay in their Claims this Defendant saith that most of the Creditors have laid in their Claims to this Defendant But as the same only of the said Demands are Specified in this Defendants Accounts of the said Estate She Remains doubtfull whether some of the said Demands may not hereafter Appear to be upon Bonds and this Defendant saith even and for her not knowing she has Already said and doth and will ever Insist Maintain all and every thing and things therein to be true and to pass in such manner and form as they and every of them are therein Alledged and Expressed

Archibald Palmer
John Palmer } Exrs. for the Defendt.

Read 1st Time
25th Jan 1737

The Petition of Samuel Dobbs
of Castletown Esqr and
Samuel Dobbs Gentleman
and Matthew Dobbs Merchant
both of Dublin

Humbly Sheweth that your Petitioner Samuel Dobbs Esqr is Seized in Fee of the Lands of Ballyhaise Ballyconnell Corlea Drumgoon Tullyvin Tullyhaw Tullyhunco Tullyhaise Tullyhaw Tullyhaise Tullyhaise Tullyhaise

Read 4th Feb
mandatory

1760

To the Worlle the Mayor
Court at Madraspatnam

The Humble Petition of James Lister

Sheweth

That Whereas your Petitioner having in his hands the Sum of twelve Thousand three hundred and eight Arcot Rupees, four Annas, and three Pie being the Ballance of the Estate of John Warren late Lieutenant of his Majestys Ship Kent deceased. And Whereas your Petitioner being about to depart from this Place in a few days, and not being able to remit the said Sum by Bills of Exchange to Europe to Richard Warren Father of the deceased, the Person entitled to receive the same, and Judging it to be most safe and convenient to the Benefit of the said Richard Warren to deposite the same in this Worlle Court. Your Petitioner therefore humbly Prays that the said Sum of twelve Thousand three hundred and eight Rupees four Annas three Pie may be deposited accordingly and so remain till the Reverend Mr Robert Palk of Fort Saint George, shall produce a Special Power of Attorney for drawing out the said Sum, under the hand and Seal of your Petitioner.

And your Petitioner as in duty bound
Shall ever Pray
James Lister

John Palmer
Atty for the Pet.

Read 4th Feb
4 May 1757

To the Worlle the Mayors Court
of Madraspatnam

Humbly complaining Sheweth unto this Worlle Court your Orator Pigou Corbett of Madras Merchant and Attorney for Thomas Gaynor of Bristol as will appear by a Power Ready to be produced to this Worlle Court when required that Thomas Naylor late of Madras Merchant stands indebted unto your Orator and Constituent in the Sum of Five hundred forty two Rupees seven Annas and eleven Pice amounting

1758

Mayors Court
Madraspatnam

Tuesday the 18th day of March
Anno Domini 1758

Present
Samuel Ardley Esquire Mayor James Alexander
Charles Purber and Hugh Norris Aldermen

Between Samuel Lascelles of
Madras Merchant Complainant and
Isabella Lascelles Widow and Executrix
to Francis Lascelles deceased late of the
same Place Defendant

This Cause coming on to be heard and debated this day in the presence
of the Attorneys on both sides On reading the Complainants Bill with
an Award thereon annexed the Answer Replication and Rejoinder
On hearing the Pleadings made use of by the Attorneys and on due con-
sideration had thereon It Appearing to the Court that the Defendant
has not produced any Cause that there are Debts due from the Estate of the
deceased Francis Lascelles of a higher nature than that claimed by the
Complainant nor more effects than above Sufficient thereof and to
the Court not doing but having Effects of the said deceased sufficient to
discharge the Complainants Demands This Court doth therefore think
fit to order and decree and doth accordingly order and decree that the
Defendant shall pay unto the Complainant out of the Estate of the deceased
Francis Lascelles the full and just Sum of Three Hundred Pagodas
Pagodas now Current and Lawful Money with such Interest
as now is or shall hereafter become due thereon, untill full payment
is made also all Costs of this Suit

Mayor Court

Ap Bur

Appeald said Interrogated and that the said Joannes Nazar be particularly Interrogated whether he Mist did not draw a Bill of Exchange as Aforesaid and whether Against de Sakara Aforesaid did not tender the Original Bill of Exchange to him for Payment and whether he does not believe that the Attested Copy of the Bill is a true Copy from the Original and your Orator further prays that the said Joannes Nazar may be Obliged to pay your the Aforesaid Sum of Five hundred forty two Rupees seven Annaes and eleven Pice with the Interest due thereon upon your Orators giving Security to refund the same to the said Joannes Nazar in case the Original Bill is not delivered up to the said Joannes Nazar or to any person he shall think proper to appoint to receive the same as Aforesaid and that he pay all Costs of this Suit

And your Orator further begs leave to acquaint this Honble Court that as he has reason to believe that the said Joannes Nazar is about to depart the Jurisdiction of this Honble Court he humbly prays that the said Joannes Nazar may be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear immediately to give Special Bail to stand the Issue of this Suit and further that a Warrant of Arrest may immediately Issue upon your Orator making Oath to the Justice of the demand and that he has reason to believe that the said Joannes Nazar will absond upon having the Bill exhibited against him and your Orator further prays that the said Joannes Nazar may be Obliged to Answer your Orator's Bill of Complaint and further to stand to and abide such order and Decree therein as this Honble Court shall seem Meet

John Palmer
Attorney for the Complt

I Roger Lacklock do swear that Joannes Nazar of the Black Merchant stands indebted to me as Attorney for Joanna Gaspar of Bengal the Sum of Five hundred and forty two Rupees seven Annaes and eleven pice and that I have reason to believe that the said Joannes Nazar will absond upon having this exhibited against him

Fort St George
Sept 16 1757

Sworn before me
Andrew Ross
Mayor

Annexed from a Bill of Exchange drawn by the said Mist. to the said
Joanna Nazar which Sum of Three hundred and Sixty four Rupees
for One hundred & Pagodas will amount to the Sum of One Hundred Pds
forty eight Pagodas and twenty four fanams and in Sterling Money of
Great Britain accounting sixty Pagoda eight Shillings will amount to the
Sum of Fifty nine Pounds Eleven Shillings and five pence as more fully
as will more fully and at large appear by the Annexed Account marked A
hereunto Annexed for the inspection of this Honble Court as also a Translate
from Attested Copy of the Bill of Exchange marked B hereunto annexed to
which your Orator most humbly refers and prays the same may be
Admitted as part of this your Orators Bill of Complaint and your Orator
further sheweth unto this Honble Court that he Endorsed the said Copy
of the Bill of Exchange aforesaid to the said Joanna Nazar the Eleventh day
of September which was in the year of Our Lord One Thousand seven
hundred and forty one and the said Joanna Nazar accepted the Copy
of the Bill aforesaid as will appear upon Oath of the same being had to the
Translation thereof hereunto annexed Marked B and the said Joanna
Nazar has further declared that if your Orator Constituent will send
him the Original Bill of Exchange he will discharge it but your Orators
Constituent has the Misfortune to have only one Original Bill for his
Security & the other being lost or destroyed after the Death of Agassar de Sattara
who was formerly Employed to receive the amount of the Bill aforesaid
he is apprehensive that the same may be lost or some other accident
happen in sending it to this Place and does therefore detain the same
all Before & and your Orator further says leave to acquaint this Honble
Court that he has frequently and in an amicable manner requested the
Payment of the aforesaid Sum of Three hundred Sixty two Rupees four
fanams and fourteen bash But now said it may please this Honble
Court the said Joanna Nazar wilfully and Obstinately refuses to
give your Orator any Manner of Satisfaction touching the Premises
your Orator therefore prays a General Relief and as this Honble Court
shall appear agreable to Equity and good Conscience To the end
therefore that the said Joanna Nazar may his Corporal Oath true
and perfect Answer make to all and singular the Matters and
things herein before Alledged and set forth as fully truly and
Effectually to all intents and purposes as if the same were here again

Repeated

1790

Inventable from Attested hereof for Bill of Exchange of Pardaven the
Lagoon of Boga Isaacs Running Date at Ispahan Nov.r the 11. 1789
Between the Daughter of Sarkies and Esquire of Isaacs received and
taken up made and Sold of Boga Isaacs the Son of Gregory the Sum of
two hundred and twenty Rupees of the half of which Sum is the
Sum of 135 Rupees and executed and delivered this Bill of Exchange
that of the Expiration of four Months from the date hereof at Madras
Boga Isaacs my Esquire and Boga Gregory the Sons of Nazar deceased
shall pay the said Sum of Boga Two Hundred Madras Rupees unto
Boga Agapee the Son of Esther deceased or his order and Agent In case
the said Sum should be paid after the Expiration of the Above mentioned
Term from the Interest of Nine per hundred per annum should be paid thereon
and so before then the Interest of Nine per hundred per annum should be
deducted from the said Sum And I do declare hereby that two of these
Bills of Exchange are drawn of One Tenor and Date one of which Should
be Accomplished and another to be void dated Nov.r the 11.1790

I do declare hereby that by the Consent of Parties I drew this and am
witness to this

Padry Isaacs the Son of Padry Hovsep O

I do declare hereby that by the Consent of Parties I drew this and am
witness to this

Padry Isaac the Son of Padry Hovhanis O

Hoja Matt the Son of Isaacs am witness O

I do declare this to be a True Copy from the Original Sign'd the Said Hoja
Matt (X)

I do declare hereby that this is the exact Copy from the original

Othan Father the Son of Jonhan (X)

I do declare hereby that this to be a True Copy from the Original

Othan the Son of Matt (X)

Translate of an Instrument of Boga Isaacs the Son of Nazar Gregory
dated at Madras the 11th Nov.r 1790

I do declare hereby that the Sum of the above mentioned Bill of Exchange says
that the Sum of the Contents of the said Bill of Exchange I and my Brother
shall pay And I do hereby agree that at the Expiration of Four Months
from the date hereof I and my Brother Gregory shall pay the Contents
of the said Bill of Exchange unto the Bearer of the said Original Bill

of

Dr — Joannes Nazar — Cr

1756
April 11 To Bill of Exchange
To Interest on ditto 82 days @ 5 p.C. per Diem

By Balance

Errors Excepted

Joh. Nazar

Jackson & Bygrave settled the said Bill and returned it to proctor and the defendant further alleges that upon his this defendant return to Lewes on the 9th day of September in the year of our Lord One thousand seven hundred and Ninety one the complainant brought from proctor an attested Copy of the said Bill which the complainant tendered to this defendant for acceptance upon the 8th day of September in the said year One thousand seven hundred and Ninety one which this defendant this Acceptd in the following manner to wit only during the Session of the aforementioned Bill of Exchange for Lewes & the Same Day and Date thereof at the Expiration of Days after Sight of the Said Bill of Exchange or the Receipt thereof by the said Defendant of the said Bill of Exchange or the Receipt thereof by the said Defendant of the said Bill of Exchange in the Meaning Objection and this Day that the said Bill of Exchange was delivered by Robert Gregory dated October and this defendant further says that he did the Day of this defendants Accepting the said Bill of Exchange and ever since hath been ready and willing to pay the Amount of the said Bill of Exchange to the Order of the said Complainant according to the Tenor and Effect of the said Bill of Exchange but this defendant further begs leave to acquaint this Honble Court that this defendant to Robert Gregory drawer of the said Bill of Exchange the Complainant in the said Bill of Exchange mentioned before the Receipt of the said Bill of Exchange from the said Robert Gregory drawer of the said Bill of Exchange this defendant then received from the said Robert Gregory drawer of the said Bill of Exchange the Complainant in the said Bill of Exchange mentioned a sufficient Sum of Money to pay the said Bill of Exchange when the same should become due and payable according to the Tenor and Effect thereof and this defendant further says that the said

1768

Brother Gregorio Negro is indebted on the Bill of Exchange given by
the Defendants Wife I was only intended that in case the said Defendant
did not on the Day that the said Brother who acted as Attorney for the
Defendant should discharge the same to prevent it being delivered to
Peter Gordon but the Amount of the said Bill of Exchange been paid
as Soon as the Government of Peru Granted the Defendants Wife an
Order for Brother Wife It is reasonable to imagine that mention would
have been made thereof at the time the said Bill was given but as it
does not Appear that the said money for which the said Bill was
given was meant to be paid Gratis but only on Demand of the
Defendants Wife the Defendant humbly conceives that the Defendants
Wife Brother ought to pay the Amount thereof therefore the Story
of the Defendants Wife that Brother Gregorio Negro paying
Off the said Bill Seems only to be calculated to amuse playing that
Defendant put him out of Bail This Defendant further saith That the
said Bill of Exchange was not to Accept been presented to the
Defendants Brother Gregorio Negro by the Defendant and being then in the
Power who refused to pay the same upon which it was sent to
Bengal to the Defendant who also refused to pay it whereupon it
was returned to London to the Defendants Brother Gregorio
to Recover from the Defendants Wife who was not ex-
pected to pay it for Several Years and sometime longer when the
said Brother Gregorio Negro made write a Letter to the said
Defendant which they Accordingly did and gave the same to the Defendants
Brother and the same Was Delivered upon the Receipt of the said
Letter the said Brother told the Defendant would Immediately discharge
the Amount of the said Bill as they had wrote to him many Letters
relating thereto which said Letter was delivered to the Defendant by the
said Brother Gregorio Negro. Off the Exchange of the Defendant
about the Year from Christ in the Year of Our Lord One Thousand seven
hundred and fifty one delivered the said Letter to the Defendant and
upon the Defendant Giving the same he promised Immediately pay the
Amount of the said Bill but at being suffering of Cash at that
time he promised to discharge the said Bill in Seven Months and
Accordingly sent of the Face of the said Bill that Either his Brother
would discharge the said Bill as above Specified upon the

Replyants

1708

for the Payment of the said Debt and Costs in the Bill of the Complt
first above mentioned by the Def.t to be Complied with and the Def.t
further sett forth that the Complainant Do show Cause at the next
to be held for this Office why Order should not be made to make
a void of an Award Signed but the Def.t and to say that by
Reason of the Def.t to Arbitrate of Signing the same
which Award is now in the hands of the Complainant and which the
Def.t doubts may be pretended before this Worthy Court and the Def.t
further sett forth that he has since the said Award offered to pay the
Complainant to the Def.t half More of the said Debt upon the
Terms of the Def.t to Complying the same and the Complainant
giving the Def.t a proper Discharge which the Def.t is ready
to do upon the said Terms and provided the Complainant will produce
an Authentick power from his Constituents All which matters and
things the Def.t is ready to aver Maintain and prove as this
Worthy Court shall direct and humbly prays to be hence dismissed
with his Reasonable Costs and Charges in this behalf most wrongfully
Sustained

Archibald Palmer
J. McMorris
} Att.s for the Complt

21 June 1707

The Replication of Roger Baddick
Defendant to Samuel Farmer Complt
now Filed Compared with the Answer
of Thomas Rogers of the same Place
the Defendant

The Replicant now and at all times hereafter saving and reserving to him
self all and all manner of Benefit and Advantage of Exception to the
Many Errors Uncertainties Imperfections and Insufficiencies in the Def.ts
said Answer contained for Replication thereunto said that All and
Singular the Matters and things in the Replicants Bill of Com.t mentioned
to be true certain Alledged and that the Answer of the said Def.t saving
and save Answer confessed and avoided in the Same to be Replied unto and this
Replicant further saith that although the Name of the Def.t Barker

Arbitrators for the Defendant did not sign the said Award and this Replyant further saith that the said Defendant did Write to this Replyant to Apply to his Attorney Jacob Catchatoor in case the Award should be given Against him for Payment of the said Bill and this Replyant did in Consequence thereof write Replyed that he had no Money of the Defendants in his hands but was in hopes of receiving a Sum in Short time when he would pay the Amount of the said Bill and this Replyant further saith That being obliged to proceed to Bengal no further Notice was taken of this Affair till he Applyed himself to this Honble Court and this Replyant further saith that he is always ready to give such Security to the Defendant as set forth in his Bill of Complaint upon his paying the Amount of the said Bill all which Matters and things this Replyant is ready to aver Maintain and prove as this Honble Court shall direct and humbly Prays as in and by his said Bill he has already Prayed.

John Palmer
Att^{y} for the Replyt

Translate of an Award written under some Writings Bearing date at Madras July the 26th 1752 and Signed by Shaboneer Sullun Aspheu Agarwal and Mancar Chenniah

We do declare hereby That about the Abovementioned two hundred and twenty Rupees the Contents of the said Abovementioned Bill of Exchange the said Coja Soanoo Nagar hath chosen for his Arbitrators Shaboneer Sullun and Thaddeus Aga Cary and the said Coja Rajas Caddick hath chosen for his Arbitrators Aspheu Agarwal and Mancar Marcal That we should apprehend and decide their disputes and from their Part they were Obliged to Stand and Abide to our Awards And we do declare hereby That the Following is the decision of the said dispute according to the Equity which was laid down.

Firstly, That the said Coja Soanoo Nagar According to the Abovementioned Reasons ought to discharge Before the Acceptance of the Bill of Exchange of this Nature.

Secondly, as the said Soanoo Nagar accepted the said Bill of Exchange and took upon himself to discharge the Contents of the said Bill of Exchange without

1815

Replyand produceing the Original Bill of Exchange in that
Bill and Plaint mentioned for the Summe therein sett forth in his Bill of
Complaint some time after the Defendt left the Place and went to
Cyprus after which the said Brother Gregorio Nagar Received Love and
the Summe of Payment being Required this Replyand Applyed himself to
the said Gregorio Nagar who replyed that he had no Money of the Defendants
in his Hands Consequently was not obliged to pay the Defendants Bill
and this Replyand perceiving that he had no Authority to Compell the Defendants
said Brother Gregorio Nagar to pay the Bill Remained in Cyprus
Untill the year of Our Lord One Thousand seven hundred and fifty three
where this Replyand heard that the Defendant was arrived at Magdapolis
from Cyprus to which Place this Replyand sent the Bill of Exchange
Aforesaid to his Attorney there one Shaddeus Sarkad who demanded
Payment of the said Bill from the Defendant who Answered he
Would only pay half the other half being due from the Aforesaid Brother
Gregorio Nagar upon which this Replyand wrote the said Shaddeus
Sarkad to Acquaint the said defendant that the money was lent by
Him alone and as he had Accepted the said Bill he was certainly the
only Person who ought to discharge it and that After he had paid the
said Bill should there arise any manner of dispute Between him
and the said Brother Gregorio Nagar they were Always at Liberty to
Decide such dispute by Arbitration the Defendant not Willing to discharge
the said Bill of Exchange wrote to his Attorney here said Arbitration
to have it decided by Arbitration whether his said Brother Gregorio
Nagar ought to pay half the said Bill or not Accordingly this Replyand
chose Stephen Agarmault and Morcar Shamier on the part and
the Defendants said Attorney Said Calchadoe Lee Shamier
Sullom and Shaddeus Aga Cary for Consequence of an order from
the Defendant on the part of the Defendant as Arbitrators Examined
the Matter in dispute and Stephen Agarmault Morcar Shamier
and Shamier Sullom gave an Award in this Replyands
favour Translation of which is herunto Annexed Marked D
for the Inspection of this Honble Court to which this Replyand
most humbly refers and prays the same may be Admitted not
Only at the Defendants particular Request but as Proof in support
of this Replyands cause Although Shaddeus Aga Cary one of the
Arbitrators

1498

above Translation was done delivered to me by Thaddeus Aga Barry

Jordan Palmer
Atty for the Complt

Sworn to the above Translation from the Original this 26th day of July 1757 before me

Jamb Ardley
Alderman

26th July 1757

The Rejoinder of Seana Nagar of Madras Merchant defendant to the Bill of Complaint of Rogabathick of the Same Place Merchant Complainant

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit of Exception to the many Errors Vntruths and Vncertainties in the said Replication contained for Rejoinder thereunto saith that notwithstanding the Replicants tedious pleas to endeavour to convince this Honble Court that this defendant alone is obliged to pay the whole amount of the Bill of Exchange Annexed to the Replicants Bill of Complaint This defendant Will Insists that he is not obliged to pay the Whole Amount of the same as only half is due from this defendant as he has already set forth in his Answer to the said Bill and this Defendant further Says that the Replicant has made many Erroneous Interpretation of the Tenour of this defendants Acceptance of the said Bill as he alledges in his Replication that this defendant wrote at the Foot of the said Bill of Exchange that either He meaning this defendant or his Brother must pay the said Bill at the Expiration of Seven Months from the date thereof Whereas the words in the said Acceptance are that this defendant and his Brother and not either he or his Brother would pay the same Which this defendant conceives conveys quite a different meaning Which Erroneous and wrong Interpretation this defendant conceives cannot Escape the Notice of this Honble Court And this defendant therefore saith as in and By his said Answer he has already said and doe and will ever all Manner thing and things therein to be shewn and certain in such Manner and form as they are

and

Without any Delay making any Tardon at the Expiration of Six
Months from the Date Hereof to the said James Nagar Esqr
or Person to Bring any Objection for the Payment of the said Contents
of the said Bill of Exchange And Insure to Accept of Such Satisfaction
for same as Reputable Merchants Should and the said Coja
James Nagar must pay and discharge the Contents of the said Bill
of Exchange According to the Tenor of the said Bill and Insure
on the Amount of the said Bill of Exchange Coja Gregory the Brother
of the said James Hadji Cachick Petrus Esqr Deceased Did
Entreat the said Coja James and Coja Gregory and that they should
and do Indemnify Him After the Payment of the Contents of the Said
Bill of Exchange unto the said Coja Pogos If the said Coja James
Nagar Should Think Proper to Sue the said Coja Pogos to
endorse on the Back of the said Bill of Exchange these Presents to
agree hereby with the said Coja James Nagar That Insure the said
Bill of Exchange Coja Isaac Gasparo has paid or made over in-
dissound unto Coja Aga Sattar or Insure at Espahan the Sister
of the said Coja Isaac the Lady Ranjan became Bail for the said
Bill of Exchange and discharge the Contents of the said Bill That
this Present Payment should be doubled Then I Coja the Son of
Cachick Pin Dony self and also the said Coja Isaac Gasparo to refund
the said Double Payment unto the said Coja Isaac Nagar with
the Interest that Shall become due thereon And Also we decided that the
said Coja Pogos should give unto the said Coja James Nagar the Attested
Copy of the Power of the said Insure Gasparo about the Recovering the
Contents of the said Bill of Exchange dated at Madras July the 7th
1758.

One of the Arbitrators of the said Coja James Nagar do declare to have signed

Thomas Sutton

One of the Arbitrators of the said Coja Pogos Cachick do declare to have signed to

Septan Ozormed

One of the Arbitrators of the said Coja Pogos Cachick do declare to have signed

Mirnar Sharmen

True Translate from the Original as near as can be given

Thaddeus Mac Carty

I the Undersmitten Attorney for the Complainant do hereby Testify that the

above

Arbitrators for the defendant did not sign the said Award and this
Replyant further saith that the said defendant did Write to this
Replyant to apply to his Attorney Jacob Catchatoor in case the Award
should be given Against him for Payment of the said Bill and this
Replyant did in Consequence thereof make Replyed that he had no
Money of the defendants in his hands but was in hopes of receiving
a Sum in Short time when he would pay the Amount of the said
Bill and this Replyant further saith that being obliged to proceed
to Bengal no further Notice was taken of this Affair till he Applyed
himself to this Honble Court and this Replyant further saith that he is
always ready to give such Security to the Defendant as set forth in his Bill
of Complaint upon his paying the Amount of the said Bill All which
Matters and things this Replyant is ready to aver Maintain and prove
as this Honble Court shall direct and humbly Prays as in and by his
said Bill he has Already Prayd

John Palmer
Attr for the Replyt

Translate of an Award written under some Writings Bearing date
at Madras July the 26th 1753 and Signed by Shawbeer Sultan Stephen
Azarmal and Mercar Chatterman

We do declare hereby That about the Abovementioned two hundred
and twenty Rupees the Contents of the said Abovementioned Bill of
Exchange the said Coja Seamee Nazar hath chosen for his Arbitrators
Shawbeer Sultan and Thaddeus Coja Cary and the said Coja Nazar
Cadrick hath chosen for his Arbitrators Stephen Azarmal and Mercar
Marcal That we should apprehend and decide their disputes and
from their Part they were obliged to Stand and Abide to our Awards
And we do declare hereby That the Following is the decision of the said
disputes according to the Equity which we did draw

Firstly That the said Coja Seamee Nazar According to the Abovementioned
Writings ought to discharge Before the Acceptance of the Bill of Exchange
of the Wife

Secondly as the said Seamee Nazar accepted the said Bill of Exchange and
took upon himself to discharge the Contents of the said Bill of Exchange
without

[illegible] Gentleman produceing the Original Bill of Exchange packed the Defendt
[illegible] and then the Bill for the Summe therein mentioned to be Due
[illegible] some time after the Defendant Left the Place and went to
[illegible] the other said Brother Gregorio Nagar Received him Self
[illegible] Time of Payment being elapsed this Replyant Applyed himself to
[illegible] said Gregorio Nagar who replyed that he had no Money of the Defendts
[illegible] but Sayd he would Honorably owe and Allowe to pay the Defendts Bill
[illegible] this Replyant nothing that he had no Authority to Accept the Bill but
[illegible] said Brother Gregorio Nagar to pay it the Defendt promised on Request
[illegible] with the yeare of Our Lord One thousand seven hundred and fifty three
[illegible] how this Replyant heard that the Defendt was arrived at Montpelier
[illegible] from Aleppo to which Place this Replyant sent the Bill of Exchange
[illegible] Accepted to his Attorney there one Thaddeus Sarhad who demanded
[illegible] Payment of the said Bill from the Defendant who Answered he
[illegible] would only pay half the other half being due from the aforesaid Brother
[illegible] Gregorio Nagar upon which this Replyant sent the said Thaddeus
[illegible] Sarhad to Acquaint the said Defendant that the money was Lent to his
[illegible] wife above and so he had Accepted the said Bill he was certainly the
[illegible] only Person who ought to Discharge it and that After he had paid the
[illegible] said Bill should there arise any manner of dispute Between him
[illegible] and his said Brother Gregorio Nagar they were Always at Liberty to
[illegible] decide such dispute by Arbitration The Defendt not Willing to Discharge
[illegible] the said Bill of Exchange made to his Attorney here Said Calchalor
[illegible] to have it decided by Arbitration whether he said Brother Gregorio
[illegible] Nagar ought to pay half the said Bill or not Accordingly this Replyant
[illegible] Lieut Stephen Agarmault and Mariner Thomas Sutton on the part and
[illegible] the Defendt said Attorney Said Calchalor Sir Thomas
[illegible] Le Mar and Thaddeus Aga Cary for Consequence of Order from
[illegible] the Defendt on the part of the Defendt as Arbitrators Examined
[illegible] the Matter in dispute and Stephen Agarmault Mariner there
[illegible] now and Thomas Sutton gave an Award in this Replyants
[illegible] favour Translation of which is hereunto Annexed marked B.
[illegible] for the Inspection of this Worshipful Court to which this Replyant
[illegible] most humbly refers and prays the same may be Admitted not
[illegible] only at the Defendants particular Request but as Proof in support
[illegible] of this Replyants Cause Whereupon Thaddeus Aga Cary one of the
[illegible] Arbitrators

1498

Anne Translation was done delivered to me by Theodorus Aga Barry

Robert Palmer
Att.y for the Compl.t

Sworn to the above Translation from the Original this 28th day of July 1757 before me

Lewis Ardley
Alderman

26th July 1757

The Rejoinder of Isaac Nagar of Madras Merchant defendant to the Bill of Complaint of Rogerbat Stick of the Same Place Merchant Complainant

The defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit of Exception to the many Errors Vncertainties and Imperfections in the said Replication contained for Rejoinder thereunto saith that notwithstanding the Replicant hath therein pleaded to endeavour to convince this Honble Court that this defendant alone is obliged to pay the whole amount of the Bill of Exchange Annexed to the Replicants Bill of Complaint This defendant still Insists that he is not obliged to pay the Whole Amount of the same as only half is due from this defendant as he has already set forth in his Answer to the said Bill and this Defendant further Says that the Replicant has made many Erroneous Interpretation of the Tenor of this defendants Acceptance of the said Bill as he alledges in his Replication that this defendant wrote at the Foot of the said Bill of Exchange that Either He meaning this defendant or his Brother must pay the said Bill at the Expiration of Seven months from the date thereof Whereas the words in the said Acceptance are that this defendant and his Brother and not Either he or his Brother would pay the same Which this defendant conceives conveys quite a different Meaning Which Erroneous and many Interpretations this defendant conceives cannot Escape the notice of this Honble Board And this defendant therefore saith as in and By his said Answer he has already said and doe and will ever all & every thing and things therein to be true and refers himself to the Record &c

Without any Delay or Further Application to the Expiration of Seven Months from the Date thereof to the said Seamo Nagar Jun^r or Any One to Bring any Action for the Payment of the said Contents of the said Bill of Exchange and Seamo Jun^r Should refuse to discharge the same Then Upon Such Neglect and Refusal the said Boja Seamo Nagar and his Sureties Do Hereby Jointly and Severally Covenant and Engage to Discharge the Contents of the said Bill of Exchange According to the Tenor of the said Bill and Incase the Payment of the said Bill of Exchange Boja Gregory the Brother of the said Seamo Should be Called to Account for the Same to Apprehended Between the said Boja Seamo and Boja Gregory and that they Should not Go to Law Until that After the Payment of the Contents of the said Bill of Exchange with the said Boja Pogos Boja Seamo Nagar Should Want Pogos to Call on Boja Pogos the said Boja Pogos to Endorse on the Back of the said Bill of Exchange that Pogos do agree hereby with the said Boja Seamo Nagar that Incase the said Bill of Exchange Boja Seamo Nagar has paid or made over over discount with Boja Aga Sulliver or Incase of Expedam the Sister of the said Boja Seamo the Lady Nazgan became Bail for the said Bill of Exchange and discharge the Contents of the said Bill That the Second Payment should be Called of Him Pogos the Son of Cachick Kindly with and also the said Boja Seamo Nagar to refund the said Second Amount unto the said Boja Seamo Nagar with the Interest that Shall Become due thereon And Moreover Decided that the said Boja Pogos should give unto the said Boja Seamo Nagar the Attested Copy of the Power of the said Seamo Nagar about the Receiving the Contents of the said Bill of Exchange Dated at Madras July the 20th 1758.

Some of the Arbitrators of the said Boja Seamo Nagar do declare to have signed

Mercer Sullivan

Some of the Arbitrators of the said Boja Pogos Cachick do declare to have signed to

Stephen Azarmad

Some of the Arbitrators of the said Boja Pogos Cachick do declare to have signed to

Mercer Sullivan

True Translate from the Original as near as can be gott

Phillips Aga Percy &c

I the Undersigned Attorney for the Complainant do hereby Testify that the above

Decree and the Accordingly order and decree that the defendant shall pay unto the Complainant the full and just Sum of Nine hundred & Forty two Pagodas Twenty and Eleven pence being the Sum sued for together with such Interest as now is or shall hereafter become due thereon Until full Payment is made Also all Cost of this Suit upon the Complainants paying the defendant good security to Indemnify him from any other Claims that has or may be made for or on Account of the said Bill of Exchange on which the Complainants suit is founded

Pltf

Recd & filed
May 1757

To the Worlle the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Worlle Court your Orator David Israel of Madras Merchant that Seamen Nayer alle Merchant now living and residing in Madras within the Districk of this Worlle Court Jurisdiction stands indebted to your Orator in the full and just Sum of One hundred and forty two Pagodas and Eighteen Fanams which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of Fifty Seven Pounds Ten Shillings sterling arising from a Respondentia Bond bearing date the tenth day of April which was in the Year of our Lord One thousand Seven hundred and fifty four as more fully and at large appear by the Account thereof Marked A as also Translate of the Respondentia Bond Marked B hereunto annexed the Original of which is ready to be produced to this Worlle Court when required to Which your Orator most humbly Refers and prays the same may be Admitted as part of this your Orators Bill of Complaint And your Orator further sheweth unto this Worlle Court that the Brigantine Sails to Sail the Ship on which your Orator lent his money sailed from the port of Madras as aforesaid the Nineteenth day of April aforesaid but instead of going to Pegue he the said Seamen Nayer proceeded with the said Brigantine to the Negrais and after having remained on the River there until the Season was too far advanced to Sail out with the said

and every of them as Witness Attested and set forth

Archdale Palmer
I. Malone
} are for the defe.

Mayors Court
at
Madraspatnam
} Tuesday the 20th day of March
Anno Domini 1744.

Present
Samuel Fydley Esquire Mayor James Alexander
Edward Burnaby John Davidson and Charles
Turner Aldermen.

Between Pope Catchick of Madras
Merchant and Attorney for Seamen
Gregory at Bussorah Complainant and
Seamen Nazar alias of Madras Merchant
Defendant

This Cause coming on to be heard, and debated this day in the presence
of Complainant the Defendant Substitute and the Attorneys on both
sides, On reading the Complainants Bill with an Annexed Warrant and
Translate of a Copy of a Bill of Exchange annext the Defendants Answer
the Replication with Translate of an Award annext & the Rejoinder
Appearing to this Court by the Defendants Answer that he has
already sent one Original Bill of Exchange and the Bill of Complaint
setting forth that the other has been Shared at Bussorah by the Com-
plainants Constituent for fear of its being lost in the Conveyance thereof
And the Defendant having not only Confessed the Debt due from him
and his Brother Gregorio Nazar but also by Engaging that he, and his
said Brother should pay the same, thereby Obliged upon himself
Security for his Brothers Compliance which made it unnecessary for
the Complainant to apply at the same time to the Brother for the
Acceptance of the Draught as far as might regard him, and there-
Complainant thereby missing of Obtaining in case of the said Gregorio
Nazars Refusal. This Court doth therefore think fit to order and de-
cree

by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear immediately to give Special Bail to answer the Same of this Suit but in default thereof that a Warrant of Arrest may immediately Issue upon your Orators making Oath to the Justness of his demand and that he has reason to believe that the said Joannes Nazar will abscond upon hearing this Bill is filed against him and your Orator further prays that the said Joannes Nazar may be obliged to Answer your Orators Bill of Complaint and further to Stand to, Abide such Order and Decree therein as to this Honble Court shall seem Meet.

John Palmer
Attr. for the Compt.

I Moisat Senior of Madras Merchant do Swear that Joannes Nazar Merchant of this Place is justly and truely indebted to me in the full and just Sum of One hundred and forty two Pagodas and eighteen fanams upon the Principal and Premium and the Interest upon the Principal and Premium of a Respondentia Bond the Translation of Which is annexed to this Bill of Complaint and likewise that I Believe that the said Joannes Nazar will abscond upon hearing this Bill is filed against him.

Fort St. George 16th May 1757 Sworn before me

Andrew Ross
Mayor

said Brigantine himself & Goods on Board alonge Boat and proceed to Pegue with them where he arrived in Safety but at the same time gave Orders to the Master of the said Brigantine to proceed to Pegue with the said Brigantine as soon as he could get the said Brigantine out of the River Aforesaid and your Orator for the Benefit unto this Honble Court that sometime after the said Brigantine sailed out of the River Aforesaid but meeting with contrary Winds proceeded to this Port of Madras without any Cargo and Returned hereto about the third day of January One thousand seven hundred and fifty five and on or about the twenty second day of March in the same Year she sailed for Pegue where she arrived in Safety And your Orator further sheweth unto this Honble Court that he has frequently and in an amicable manner demanded payment from the said Joannes Nazar of the Principal Respondentibi and Interest due on the said Obligation according to the Tenour thereof. But now so it is may it please this Honble Court the Said Joannes Nazar wilfully and Obstinately refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a Special relief such as this Honble Court shall Appear Agreeable to Equity and good Conscience. To the End therefore that the said Joannes Nazar may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before Alledged and as fully truly and Effectually to all Intents and purposes as if the same may here again Repeated and Interrogated and that he be particularly Interrogated whether he did not after his arrival at the Negrais put on board a large boat his goods and proceed to Pegue whether he did not order the Master of the aforesaid Brigantine to proceed after him to Pegue and your Orator further prays that the said Joannes Nazar may be Decreed to pay unto your Orator the full and just Sum of One Hundred and forty five Pagodas and eighteen fanams being the Principal Respondentibi Amount and Interest due on his Bond also the Interest that may hereafter be due thereon till full payment is made also all Costs of this Suit

And your Orator further begs Leave to Acquaint this Honble Court that as he has reason to believe that the said Joannes Nazar is about to Leave the Jurisdiction of this Honble Court he humbly prays that the said Joannes Nazar may be Summoned by

Translate of a Respondentia Bond of Boja Joannes the Son of Nagar
Bearing Date at Madras april the 16th 1754

Know all Men by these Presents that I Joannes the Son of Nagar have
taken up and Recieved at Respondentia of Reverend Padray Aniseth the
Son of Trouve deceased the Sum of one hundred Pags ½ the half of
which Sum is the Sum of 50 Pags ½ the Risk whereof is to Run on my
Brigantine Called Santa Rita from this Port of Madras to that of Syriam
for Pegue and After the safe Arrival of the said Brigantine with her
hull and Cargo at Syriam and in the same Seaport back to this Port of
Madras and at 21 Days After the safe arrival of the said Brigantine
with her hull and Cargo I Joannes bind my self or my order to pay the
said Sum with Respondentia Premium of 20 per Cent. which
Principal and Premium amounts to the Sum of 120 Pags ½ unto the said
Padray Aniseth or his order and in case the said Sum should be paid
After the Expiration of the Abovementioned Time, then the Interest of
nine per Cent per Annum thereon should be paid and if before then
the Interest of nine per Cent per Annum should be deducted from the said Sum
dated at Madras april the 16th 1754.

I do hereby declare that by the Consent of my Brother Boja Joannes am intitled
to this

Gregory the Son of Nagar

True translate from the Original as near as can be per

Thaddeus Aga Chary C.

Sworn to this 17th day of may 1757 before me

Sam.l Ardley
One of the Aldermen of the Mayors Court

I the undersigned Attorney for the Complainant do hereby Testify that the
above Translation was done and delivered hereby Thaddeus Aga Chary Madras
this 16th day of May 1757.

John Palmer
Att.y for the Complainant

25th May 1757.

The Answer of Joannes Nagar to the Bill
of Complaint of Neal Jones

The Defendant now and at all times hereafter saving and reserving
to himself all and all manner of Benefit and Advantage of Exception to

Dr. Joannes Nazar Cr.

1754 April 11 To your Respondentia Bond 100 — —

Premium — 20 — — 120 — —

To Interest on 120 Pags from the 11th April 1754 to the 16th May 1757 a 2½ p.Cent p.Annum — 22 18 —

Pagodas — 142 18 —

By Ballance — Pagodas 142 18

Fort St George 16 May 1757
Errors Excepted

Ariel Torres

to the many [illegible] Irregularities in the said Bill Contained
for Answer thereunto or unto so much thereof as this Defendant is advised
doth materially concern him to make Answer unto He this Defendant
answereth and saith That He admitteth that He did take up and Receive
on board the Brigantine [illegible] Captain Charles Bird for the same as set forth in
the Bill of Complaint and further prays leave to acquaint this Honble Court
that the said Vessel left the Place in order to proceed to Jamaica but meeting
with contrary Winds She fell in with the Negroes where she was at Anchor
under for four days detained by Bad Winds by which means the mas-
ter was prevented from proceeding to Jamaica and as the Months of October was
approaching at which time Bad weather is to be most expected Seamen
advised by the Captain and other Officers on Board Most prudent for the
Safety of the Vessel and Cargo to carry her into the River of the Negroes which
when they had done advised by a Pilot that there was no probability that
they could double to get her Out again before the Months of December or
January following which would be the most proper time for her to proceed
to Jamaica Whereupon this Defendant thought proper to proceed in a Boat
to Jamaica Whereupon this Defendant thought proper to proceed in a Boat
to Jamaica in order to Purchase a Cargo for the said Vessel and take
up Loan Goods to the Amount of About Seven Hundred Pounds
belonging to Jos Vertuil Esq[r] as also goods to the amount of About One
Hundred and fifty Pounds out of the Cargo of the said Vessel Leaving here
with the remaining part of her Cargo under the Care of Mr Henry Bird
Chief of the Negroes with Orders for him the said Mr Henry Bird to
dispatch Her as soon as possible to Jamaica and the said Vessel did
accordingly on or about the fourth Day of November in the Year of our Lord
One Thousand Seven hundred and fifty four which was as soon as the
Season of the Year would permit Leave the River of Negroes in order to proceed
to Jamaica But the said Vessel in Sailing from the Port of Negroes met
with such Bad weather and contrary Winds that After having lost several
of her Sails She was obliged to make the best of her way for this Port of Madias
where upon her Arrival Every one was so much Confirmed of the Unfortunate
Voyage the said Vessel had made that no person that had Lent any Ingenuity
upon her demanded the same and this Defendant further prays Leave to
Acquaint this Honble Court that the Captains of the said Vessel After having
taken up Money of Alexander Wynch Esq[r] and Mr Solomon Franco on

the

the said Vessel sailed from this Port in Order by proceed to Syriam a seconde time Whereas all the Cargo which had been provided by this Defendant for the said Vessel was plundered and taken away by the Troops of the King of Ogue from the Bankshall, and this defendant further prays leave to set forth that when the said Vessel came near Degow which is about five Miles Distant from the Port of Syriam in Pegue One Monsieur Brunau who was Chief of the French Factory there did by Authority from the King of Ava oblige the said Vessel to come to an Anchor, when the said Vessel was Seized by the Burmas, and turned into a Fighting Vessel and was afterwards burnt in the River between the Port of Degow and that of Syriam, and her Iron works sold, and this defendant Moreover declares that he never recovered a farthing on Account of the said Brigantine and her Cargo but entirely lost every thing he had depending on her and Moreover Says that as the Voyage was not completed He the Complainant has no right to call upon this defendant for the Amount of his Respondentia Bond. All which Matters and things this defendant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs in this behalf wrongfully sustained.

J. Mostyn
Archdale Palmer } Attys for the defendants

16th June 1757

The Replication of Ariel Torrie of Madras Merchant Complainant to the Answer of Shamna Nazar of the same place Merchant defendant

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of exception to the many Errors Uncertainties and Insufficiencies in the defendants said Answer contained for Replication thereunto saith that All and singular the matters and things in this Replyants Bill are true as the same are therein alledged and set forth and that the Answer to the said Bill is very untrue imperfect and insufficient in the Law to be replyed unto. And this Replyant further saith that notwithstanding the Brigantine Sandan Pilot did not pilot the Port of Pegue this Replyant humbly conceives that as the

he arrived safe at the Negrais and did land all the Cargo except 2 pieces
Iron ballast the rogue could as the said Defendant Transported the said Cargo
to Pegu and the Replyant further saith that he is not at all enquainted with
any of the Defendants Letters nor Accounts for Monies demanded upon the
Ofsett returning to Madras as herein was no Cause to Apply has the
Defendant had taken the Opportunity to remain in Pegu with all the Cargo
Entire as the Ofsett was going to Pegu as soon as knew she might be expected
to return in a Short time with the said Defendant it was thought most
prudent to avoid his Arrival And this Replyant further saith that although
the Burmans did seize the said Ofsett on her Voyage
when this Replyant was Pegu had ceased Therefore as the Defendant did
unload the said Ofsett at the Negrais and carry the Cargo of her Pegu
this Replyant insists the Respondentia became due and the Voyage
Completed As to what Goods the Defendant has purchased for His Share
that were seized at Pegue by the Burmans this Replyant humbly conceives
has very little to do with this demand as his risque was upon the Seas only
and not upon Land All which matters and things this Replyant is ready
to aver maintain and prove as his Worthy Court shall direct and humbly
prays as in and by his said Bill he has already Prayed

John Palmer
Att.y for the Replyt.

4th July 1767

The Rejoinder of Thomas Negus of Madras
Merchant Defendant to the Replication of
Saml. Swan of the same place Merchant
Complainant

This Defendant now and at all times hereafter saving and reserving to
himself all and all manner of benefit of Exception to the many Errors
Untruths and Uncertainties in the said Replication contained for
Rejoinder Answers saith that as to the Replyants Assertion that Not
withstanding the Brigantine Santa Rita did not obtain the port of Pegu
He answers that as She Arrived safe at the Negrais and did land all her
Cargo Except 2 pcs Iron Ballast the Rogue said as the Cargo of the said
Ofsett was Transported to Pegu by this Defendant This Defendant Alledges
that what then taken out of the said Ofsett was only a Small part of the
Respondentia

Respondentia Cargo of the said Vessell amounting to One hundred and fifty pagodas or Three hundred and fifty rupees and that what he took out of the said Vessell over and above that Sum was some Goods Belonging to Jose Westcott Esq. as the defendant has already setforth in this Answer to the Complainants Bill and this defendant further Saith that Although the said Cargo was transported to Pegue yet as the Vessell never Arrived there upon her first outsett from Madrass and by that means this defendant was prevented from Loadings a Cargo which this defendant had purchased for Madrass this defendant humbly conceives that the demand of the Replicants cannot be Examined due by the Tenour of the Respondentia Bond Annexed to the Replicants Bill of Complaint which Expressly the payment to be made after the said Vessells Arrival with her Cargo at Negrais and after her Return to Madrass with her Hull and Cargo which the said Vessell never performed As to the Replicants Assertion of her Cargo being at Sea and not upon Land This defendant Begs leave to say that notwithstanding which Assertion as the Replicant never proceeded against this defendant for the taking out the said Cargo as Aforesaid. When it came to his Knowledge upon the Vessells arrivall at Madrass which this defendant presumes he might to have done had he Incouraged or was willing that the Cargo of the same should there cease. And as the said Ships was Seized and Burnt by the Burmans at Pegue After he sayed outsett from Madrass as is Alledged in this defendant Answer this defendant conceives that the Replicants demand on this defendant is not due. And this defendant therefore saith as in and by his said Answer he has already said and does and will aver all and every thing and things therein to be true and certain in such manner and form as they said whole of them are therein Alledged and setforth

Archibald Palmer
J. McKone
} Solrs for the Defendt

Interrogatories to be administered to such witnesses as shall be produced Sworn and Examined on the part of the Complainant in a certain Cause wherein one Ariel Jones is Complainant and Seaman Roger is Defendant

1st Do you know the Parties Complainant and Defendant in this Cause if you have long have you so known them or either of them Declare?

2 Do you know the Defendant or did he at any time and when bring any Goods or

or Merchandize brought with you or any Part of it to the said Port of
Merchandize or what sort or Kinds Were the Same or any Part
they or part or whole of a Cargo of a Vessell if you what Vessell to the best of
your Knowledge and belief declare?

To 9th Interr. 9th Do you know or have heard or from whom if the Defendant sent a Voyage
Answer or Voyages to Ryga if you or what Vessell and who Navigated her did she Arrive
safe at Ryga or any other Port and what Port and at what Time Was it or was
not the Cargo or part thereof landed at the Place she arrived at if you what
did the said part or whole of the said Cargo consist of and what became of
the said Cargo afterwards Do you know or do you not know if the said
Vessell returned to this Place if you or how had she any Goods on board if
you or what were they and who Navigated the said Vessell did she proceed
on a Second Voyage if you or how did she proceed and to whom did
the said Vessell belong to the best of your Knowledge and belief declare?

To 10th Interr. 10th Did the defendant at any time and when arrive at the Negroes
if you or what Vessell was it or was not part or whole of the Cargo of the
said Vessell landed at the Negroes if you or what did it consist of and what
became of the said Cargo or part thereof afterwards Was the said Vessell or Cargo
or any part thereof put into the Possession of any Person by the Defendant
and who or whose Property was the said Vessell and who Navigated the said
Vessell did the Person who Navigated the said Vessell apply to you for
any Assistance if you what Assistance and on what Account did you
or did you not give any Assistance and what did the said Vessell leave
the Negroes if you what Time Was it or was it not the time of the Year
to go to Rogue to the best of your Knowledge and belief declare?

To all the Int.s for 5th Do you know or can you say any other matter or thing material
for the Complainant if you believe the same or any part thereof to be true
declare the same or you know or have heard and
believe with the reasons of such your knowledge or belief declare?

John Palmer
Sol.r for the Compl.t

Mayors Court at Madraspatnam

Between Lieut. Jones Complainant and Shammu Nagar Defendant

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

Nellatamby of Madras Merchant Aged 55 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 25th day of August 1757 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Comacqua who left ends of the Name Tille and Village of Abode of the said Nellatamby and afterwards on the same day being Sworn and Examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he hath knowledge of the Complainant but has known the Defendant 15 Years or thereabouts.

2d To the second Interrogatory this Deponent saith that the Defendant did about two Years past carry some Goods to Negroon that the said Goods were carried in Boats from the Negroes that he this Deponent does not know what the said Goods consisted of or what was the Amount thereof that the said Goods were the Cargo of a Bergantine belonging to the Defendant And more than Deponent saith not to this Interrogatory.

5th To the 5th Interrogatory this Deponent saith that the Defendant purchased a Cargo of Timber and Planks for his Vessell at Negroon but she not arriving in time the same was destroyed by the Negroes and Burmahs And this deponent further saith not to this Interrogatory

Nellatamby

Matt Lascho

Mayors Court at Madraspatnam

Between Lieut. Jones Complainant and Shammu Nagar Defendant

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

Rammer Sultan of Madras Merchant Aged 50 Years or thereabouts being produced as a Witnes in this Cause on the part of the Complainant was on the 29th day of August 1757 sworn at Office of Mr Archdale Palmer Attorney for the Defendant by Comacqua who left ends of the Name Tille and

place

place of Abode of the said Shanmier Sultan and Afterwards on the same day being sworn and Examined deposeth as follows

1st — To the first Interrogatory this Deponent saith that he has known the Complainant 18 years and the Defendant 15 years or thereabouts

2d — To the third Interrogatory this Deponent saith that he knows the Defendant went a Voyage to Pegue on a Brigantine of his own which was navigated by one Legris a Frenchman who told him this Deponent that she Arrived safe at the Negrais some time in the Year one thousand seven hundred and fifty five and that her Cargo was Landed at the Negrais which Consisted of Cow Goods which the Defendant carried up to Syriam. And further saith the said Legris told him this Deponent he had attempted to get to Syriam but meeting with bad weather was obliged to return and to this Deponents knowledge She Arrived at this Place the Year one thousand seven hundred and fifty four and had only Coconutts on board her and was Navigated by the aforesaid Legris And this Deponent further saith that the aforesaid Ufsell did proceed on a second Voyage in September or October One thousand seven hundred and fifty four and that the said Ufsell did belong to the Defendant and Vatherish Soorroo. And more saith not to this Interrogatory

5th — To the fifth and last Interrogatory this Deponent saith not to any particular Questions enquired off in this Interrogatory

Mat: Clarke Ls.

Shanmier Sultan

Mayors Court at Madraspatnam

Between Saint Soorroo Complainant and Soorroo Nayer Defendant

Depositions of Witnesses on this behalf taken upon Oath before the Examiner in this Court as follows

Moncarbon Mirjam of Madras Merchant Aged 36 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 29th day of August 1757 at the Office of Mr Archdale Palmer Attorney for the Defendant by Canarpa who left a note of the Name Title and place of Abode of the said Moncarbon Mirjam and Afterwards on the same day being sworn and Examined deposeth as follows

1st — To the first Interrogatory this Deponent saith that he has known the Complainant

Complt. sett and Defendant 15 Years or thereabouts

To the third Interrogatory this Deponent saith that he has known the Defendant
went a Voyage to Pegue on a Brigantine of his own which was Navigated
by a Frenchman whose Name this Deponent does not Recollect that the said
Vessell arrived safe at the Negrais but does not know the time
and saith that the Captain told him this Deponent that the whole Cargo was
landed at the Negrais & he also heard it Consisted of Piece Goods and
Spices and that it was carried up in Boats to Syrian by the Defendant and
further saith that the said Frenchman told him this Deponent that he
had Attempted to go to Syrian but met with such bad weather as obliged
him to return and to this Deponents knowledge he did return to the place
in the month of October and saith the Frenchman told him there were only
seven Europeans on board the said Vessell that she was Navigated by the same
Frenchmen and further this Deponent saith the said Vessell proceeded on a
second Voyage but does not know the time she proceeded but that she belonged
to the Defendant more saith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular Questions
inquired of in this Interrogatory

Matt. Clarke

Mr. Clarke

Mayors Court at Madraspatnam

Between Ariel Isaac Complainant and Joannes Nagar Defendant

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

Henry Brooke of Madras Merchant aged 29 years or thereabouts being
produced as Witness in this Cause on the part of the Complainant maketh the
29 day of August 1757 Sworn at the Office of Mr. Archdale Palmer Attorney for
the Defendant by Consent & who left a note of the Name Title and place of
abode of the said Henry Brooke and afterwards on the same day being sworn
and Examined deposeth as follows

To the first Interrogatory this Deponent saith that he has no knowledge of the
Complainant but saith the Defendant he believes on or about the Month of July
one

one thousand seven hundred and fifty four and that at or about the
same time
5. To the fourth Interrogatory this Deponent saith that the defendant Eden
Warren of the Negroes and this Deponent Returned to or about the
Month of July in the Year one thousand seven hundred and fifty four
in a two Mast Vessell and saith he does not know that any part of the Cargo
of the said Vessell was landed at the Negroes that he this Deponent heard that
the aforesaid Vessell was put under the care of M.r Thomas Carthon and
Mons.r Lloyd by the defendant but does not know whether the Cargo was put
under their Care or not And further this Deponent saith that he does not
know where Comedy the Vessell was that he has heard the said Vessell was
Navigated by Mons.r Lefevre And saith that he does not believe that Mons.r
Lefevre Applied to him this Deponent for any Assistance but that he this
Deponent Allowed him Anchorage Wood and Water and freedom of the Port
and saith that the said Vessell did leave the Negroes but he this Deponent
does not recollect the time and from the Reports and time made to him this
Deponent by M.r Carthon and Mons.r Lefevre he this Deponent Apprehends
she left the Negroes at an improper Season of the Year by reason of Pequa
And more saith not to this Interrogatory
To the last Interrogatory this Deponent saith not to any particular
questions of or this Interrogatory

Matt Clarke Jr. Henry Brooke

Interrogatories to be Administered to Nathl Tomby a Witness produced
sworn and Examined on the part of the defendant in a certain cause
depending and Suit in Complainant and James Negro defendant
1. Imprimis Do you know the Complainant and defendant or this Cause
or either and which of them and how long have you or known them
or either and which of them
2. Do you or do you not know of the defendants being at Lynn during the
late Troubles there between the Negroes and the Backwards If so was
you there at that time and do you or do you not know of the defendants
having at that Time or the Bank shall any Timber or plank or other
goods If you what quantity was there and the said Timber or plank
or

4th Were Goods plundered by the Peguers or was there any Salvage of them
Except for what you sold Agreed when the Bengantine called the Santa
Rita arrived there If yea at what time or when did she Arrive at Syriam
If not Then or was not the said Vessell and Cargo Seized and Confis-
cated by the Burmans If yea in what manner and by what means
was he or was not she compelled by Monarcus Peguers to come to an Anchor
near his Ship at the point of Pegeu If yea at what time Where or was not
the said Vessell Cleared some time after by the Burmans and was or was
not there any Salvage made of any part of the Cargo of the said Vessell
declare.

5th Do you know or can you say any other matter or thing Material for the
Defendant on this Cause If yea set forth the same as you know have heard
or do believe together with the Reasons of such your knowledge and Belief.

Archdale Palmer
J. Mestone
} all for the Defendant

Mayors Court at Madraspatnam

Between Amal Iroma Complai-
nant and Seamus Nagar Defendant

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

Nullatomby of Madras Merchant Aged 35 Years or thereabouts being produced
as a Witness in this Cause on the part of the Defendant sworn the 5th day of
September 1757 sworn at the Office of Mr John Palmer Attorney for the Complai-
nant by Tonacapa who left a note of the Name Title and place of Abode of
the said Nullatomby and afterwards on the same day being sworn and
Examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he has no knowledge of
the Complainants but has known the Defendant 7 Years or thereabouts

2d To the Second Interrogatory this Deponent saith that he knows of the
Defendants being at Syriam during the late troubles between the Peguers
and Burmahs that he this Deponent was there at that time and saith
that to his knowledge the Defendant had at that time in his Banksall

some

... Esther and Ps[illegible] Chaverel known what [illegible] and saith
that the said Esther and Paul together with all the Effects on board
were plundered by the Captain and Company ... that there was
[illegible] Cargo of Rice and the Deponent further saith that he was at Pegu
when the Brigantine called the Santa Retha arrived there about
the last of the Deponents knowledge she arrived at Pegu in the month of
June One Thousand seven hundred and fifty six That the said Vessell and
Cargo was seized and confiscated by the Burmahs who boarded there
with Fighting Boats and further the Deponent saith that the said Vessell
was obliged by Numerous Beams to come to an Anchor near the Ships at the
Port of Pegu which this Deponent believes was on or about the Month of
June One Thousand seven hundred and fifty six and saith that the aforesaid
Vessell called the Santa Retha was not burnt but was sometime after broke
up by the Burmahs and that there was no Salvage made of any part of
the Cargo of the said Vessell and this Deponent more saith not to the
Interrogatory

To the third Interrogatory this Deponent saith as to any particular
Quotations enquired off in this Interrogatory

Matt[illegible] Sparke — Nettlethorpe

Mayors Court
at
Madraspatnam

Friday the 31st day of March
Anno Domini 1758

Present

Samuel Ridley Esquire Mayor Edward Burrington
and Charles Turner Alderman

L.S.

Between Isaac Isaac of the
Madras Merchant Complainant
and Solomon Nayer late of the same
place Merchant Defendant

This Cause coming on to be heard & debated this day in the presence of the
defendants Solicitor & of the Attorney on both sides, Proceeding the Complai-
nants Bill with an Account Entered and Translate of a Respondentia
Bond.

Mayors Court

Bond annexed the Defendants Answer the Replication and Rejoinder the Interrogatories & our Depositions the part of the Complainant, & the Interrogatories and one Deposition on the part of the Defendant On hearing the Pleadings made use of by the Attorneys on the Consideration had thereon. This Court doth Unanimously think fit to order and decree & doth accordingly order and decree that the Defendant shall pay unto the Complainant the full and just sum of One hundred and forty two Pagodas, eighteen fanams, being the Sum sued for, together with such Interest as shall hereafter become due thereon until full payment is made It Appearing by the Answer of the Respondentia Bond annexed to the Bill of Complaint (and which is prayed to be received as part thereof) that the Complainants cargoe on the Voyage in the said Bond specified is limitted to a Season only, which Appears to have expired before the Ship left Madras after which time the Defendant engages interest the said Respondentia should paid, that nine p Cent p Annum shall be Allowed till payment, which can be understood as no more than Land Interest for the money Lent on Respondentia. After the said Respondentia should become due, & not as an Equivalent for the Continuance of the Voyage tho the Parties urged by each Party, from a seeming Experience in the nature of Respondentia Bonds on the side of the Complainant the return of the Respondentia Vessel was the sole of the Complainant the return of the Ship safe to Madras after taking out some of her Cargoe at the Negrais to send to Syriam. And on the part of the Defendant That the Ship never came back to her destined Port of Madras after her having reached that of Syriam to Support the Claim of the one & his whole demand of Principal Respondentia & Interest and to maintain the Assertion of the other that nothing is due: And the Complainant having produced Depositions of Witnesses on Oath to the point in question Ordered that he do pay the Costs of the said Depositions, and that the Defendant do pay all other Costs of this Suit

J. P. Court

Will the said Rague be ready and Brought of the Assigning the same and deliver the said Bill of Sale without the Consent of your petitioner Beleiveing the said Rague often Requesting of the said Chinglaroy to deliver up the same to her Lord to prevent her to discharge the said Mortgage Alledging that there was no difference between her the said Rague and your petitioner the said Chinglaroy at last yielded to her request and delivered up the said Bill of Sale to the said Rague upon her discharging the principal and Interest of the Mortgage due upon the same When the Next day your petitioner being informed of the said Transactions your petitioner requested of the said Chinglaroy Mondelaire the reasons for delivering up the Bill of Sale of the said premises of your petitioners who told your petitioner the manner in which she requested the delivery of the same But that your petitioner was dissatisfied with the said Rague proposing the Bill of Sale aforesaid to the said Chinglaroy Mondelaire would get Back the said Bill of Sale from the said Rague upon which the said Chinglaroy Mondelaire sent for the said Rague who refused coming to the said Chinglaroy Mondelaire upon which your petitioner Applied Himself to Henry Penney Esquire for Relief in the premises who upon sending for the said Rague desired your petitioner as also the said Rague to Refer the dispute to the decision of your petitioners Last when upon your petitioners as also the said Rague's Arbitrators not agreeing they made two Awards sometime in or about the Month of February last which said Awards they presented to the said Henry Penney Esquire who told the said Arbitrators that such award was wrong and of no effect and that the award should be the Unanimous Opinion of all the Arbitrators and that they should take again the said dispute into their consideration and decide the same unanimously But otherwise the said Rague not willing to abide or to consent to any further Arbitration thereon Mortgaged or Assigned over the said Bill of Sale to the said Simon Fraser by virtue of which Assignment the said Simon Fraser Has procured an Execution on the said premises to the great detriment of your petitioner who is thereby deprived of the same which said premises your petitioner has been in possession of ever since the death of the aforesaid Nathan and Orphaly your petitioners Father and Mother aforesaid

Your petitioner therefore for the aforesaid Considerations humbly prays the Aid and Assistance of this Honble Court and that the Seals affixed by Virtue of the

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Read & filed 31st January 1701

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of Timmanty Naimain son and Heir of Naikum and also Heir to Oyakonty Both late of Madras Merchants deceased

Sheweth

That whereas Timmanna Timmanna of Madras Merchant having some time in the month of January obtained a Warrant of Execution against the Effects of one Rague. The Sheriff of this said Town of Madras have Affixed the Seal of this Office by Virtue of the said Warrant of Execution upon a House Situated in Pudupanniquies Pettah which said Premises are the Sole property of your Petitioner as Heir to the Aforesaid Naikum and Authentick proff of whom required by this Honble Court For whereas the said Rague being formerly a Slave Woman to one of your Petitioners said Father Sister and your Petitioners said Father and Uncle Naikum and Oyakonty having occasion for a Summ of Money the said Naikum and Oyakonty sent the said Rague to one Chinna Tomby Mudaliare to borrow the same and delivered to the said Rague the Bill of Sale of the Aforesaid premises to give the said Chinna Tomby Mudaliare as a Security for what were Sent to the said Chinna Tomby Mudaliare Sould the said Naikum & Oyakonty who upon the request of the said Naikum and Oyakonty Advanced them the Summ of Twenty Pagodas by the hands of the said Rague and Whereas the said Naikum and Oyakonty having occasion for a further Summ of Money some time After They Applyed in person to the said Chinna Tomby Mudaliare for a further Loan who Advanced them the Summ of twelve pagodas upon which the said Naikum and Oyakonty Gave the said Chinna Tomby Mudaliare a Mortgage deed Mentioning the Receipt of the Aforesaid Summs of Twenty and twelve Pagodas making together the Summ of Thirty two Pagodas Current of Madras and Assigned over the Bill of Sale of the Aforesaid premises as a Security for the said Loan But whereas the said Chinna Tomby the Mortgagee as also the said Naikum and Oyakonty dying some time after the said Rague unknown to your petitioner to whom the said premises belonged upon the decease of the said Naikum and Oyakonty went to Chinglaray Mudaliare Son to the Aforesaid Chinna Tomby Mudaliare deceased and requested of the said Chinglaray Mudaliare to deliver up the Bill of Sale of the said premises upon her the said Rague Clearing the Mortgage upon the same when the said Chinglaray Mudaliare

bill

thereby forgoing disposing or making use of the said House by Virtue of such Authority whatsoever unless duly obliged her to it She did Mortgage the said House Gingerow and several other Goods and redeemed the same whenever her Circumstances would admit which the said Simon de Fonseca will prove in due time. And the said Simon de Fonseca further sub-joyns that he admits that the Petitioner did Apply to Henry Penny Esquire pretending that the said House was his property whereupon the said Henry Penny Esquire Recommended the said Affair to be Referred to the Decision of the Court and a Penalty Bond was entered into by both Parties when the Court after having particularly examined into the Affair Awarded the said House to the said Rozza Translation of which Award the said Simon de Fonseca prays leave to annex hereto for the Inspection of this Worshipful Court and which the said Simon de Fonseca prays may be admitted as Part of this Translation of the Penalty Bond with Translations of the Obligations given the said Viviatchemby Mooliaire marked A B C D The said Simon de Fonseca further denies that any other Award was given or that the said Petitioner leaving the said Premises any otherwise than that the said Rozza permitted him to live in the said House. And the said Simon de Fonseca prays that this Worshipful Court will be pleased to Order this dispute to be tryed in a short and Summary Method that he the said Simon de Fonseca may receive his just Demands

John Palmer
Att.y for the Simon de Fonseca

Translate of an Award made by Nairre Veragoo Chitty and Pery Wedendee Ett Vaade of the Right Worshipfull Henry Penny Esquire dated the 26th May 1757

Whereas there arose a dispute between Vendata Narrain Son of Nadoja Narrain Chemplavoya Son of Oyahanty Dannery School Master and Rayna a Dannery Woman who was Married by Colombo Sister to the said Vellaw and upon Application made to your Worship about it you was pleased to send them to us as an Interpery with a Tolier in Order that we should take a Penalty Bond from both Parties and to decide the matter in dispute and lay before you our Award for your perusal which we have Accordingly complied with which is as follows After having taken a Penalty Bond from both parties and upon hearing and Examining the Writings Evidences produced by

both

the Warrant of Execution aforesaid may be taken off and your petitioner Restored to the Said possession of the same.

And your petitioner shall ever pray

Archibald Palmer

agt for the pet.r

Read & filed 4th March 1758

The Answer of Simon de Fonseca of Madras Writer to the Petition of Vencaty Narrain

The said Simon de Fonseca saith that he Allows that he did sometime in the Month of January obtain a Warrant of Execution against the Effects of one Ragva and that the Sheriff of this Town did Affix his Seals in Consequence of the said Warrant of Execution upon the said House setforth by the Petitioner but the said Simon de Fonseca denies that the said House is the property of Vencaty Narrain nor is the said Vencaty Narrain vested with a Lawfull Power whereby he can Support his Claim to the said House The said Simon de Fonseca denies that the said Ragva was ever a Slave to Naikum and Oyahonty or that the said Naikum and Oyahonty ever sent her to Mortgage the said House to Chinatomby Mudaliare but that the Mortgagee the same as being her property but sometime After she had Mortgaged the said House to Chinatomby Mudaliare the said Naikum and Oyahonty went to the said Chinatomby Mudaliare without the said Ragvas knowledge and borrowed a further Sum of fourteen Pagodas on the said House which the said Ragva was obliged to pay in order to redeem the said Mortgaged Premises The said Simon de Fonseca further Alledges in order to prove that the said House is the property of the said Ragva That whereas one Chinatomby Mudaliare deceased having Advanced a Sum of money in Order to purchase the said House for the said Ragva and at the same time Advised the said Ragva not to insert her Name in the Bill of Sale of the said House but to insert the Names of the said Naikum and Oyahonty Brothers to one Bolumbe deceased (who was the Person that Adopted the said Ragva her daughter) but sometime After disputes Arising in the Family of the said Naikum and Oyahonty and the said Ragvas Mother which being settled the said Ragva had the absolute Liberty

Consent of both Parties be obtained concerning the same. And although the said Ragoa never
owed or was Obliged to discharge any debts that were Contracted by Oyacunty and
Nackiem yet her desire to redeem the said Mortgage and get the Bills of her said House
obliged her to comply with Chinglarayjes demand therefore for the Above reasons the
said Oyacunty and Nackiem have no right or Title to Claim the said House as
the same entirely belongs to Ragoa, and as the Sons of Oyacunty and Nackiem
are indebted to Ragoa in the Sum of Twelve Pagodas and Interest by the unjust
dealings of their Fathers as before related We recommend to Ragoa to exempt
them from paying it as they are very Poor, and most humbly entreat your
Worships to put this Award in Execution by Consent of the Heads or Superiors
of the Right Hand Cast this Award is drawn by Lackera Narrainpaha
Chitty to the best Signed Vaira Veranah, Chitty Wordundy Annacumbul
Seemgadoo, Ramiyda Iyrawy Chitty, Origalla Vejeyana Mannewaki
Longanah Coragonna, Andreahi Ayahemby Vencatachilum, Comacapa,
Comakupilly Vencatachilum Nadamaka Vencatachilum, Odee Vencatachilum
Canhanadha Verdapah.

A true Translation from the Original by Comacapa Interpreter

John Palmer
Att for Simon de Fonseca

Translate of a Penalty Bond Sworn and signed by Vencaty Narrain and Ragoa
in the presence of Nalore Veraputh Chitty and Wordundy Mouddaien Inhabitants of the
Right Hand Cast at Madraspatnam dated this 16th October Matthabar Still 1757

Whereas W Vencaty Narrain Son of Nathoo and Ragoa daughter of Oolundo
deceased having had a dispute with each other and upon Appl Nation made to Mr
Fenny we were recommended to Nalore Veraputh Chitty Wordundy Moodaien
& Inhabitants of the Right Hand Cast We do hereby bind ourselves to Submit our
Causes to their Determination and also promise to produce our Witnesses Proofs
and Evidences before them whenever they shall think proper to demand them
and we do likewise oblige ourselves to abide by their Determination and Award
upon pain of Forfeiting a Penalty of Twenty four Pagodas which shall be
paid to the Government of the place and Twelve Pagodas to the Superiors of the
Cast by such who shall Obstinately refuse to abide by their Award.

Vencaty Narrain
Ragoa

A true Translation from the Original by Comacapa
Interpr

Bill Parker was indebted to Ramchurry and he [illegible] with part of the Money to
pay that debt, & Bill Ragaw [illegible] to purchase Persons that had
some Pago and a House given him and the Bill of the said House called
over Leave in the Name of Ramchurry Pandaar to his Mother patamagee
Tamarind with the other House Sometime after the Person with whom the said
Pago had being displeased with her & demanded the Money on the said
House amounting to One hundred Pagodas with Interest the said Pago
Mortgaged the said House to Gongaram a Linnen Merchant for the Sum
of Six Hundred Pagodas to satisfy his demand after which the said Pagoa
paid the said Gongaram the Principal and Interest of the said Mortgage
and went to Pondamallee Patty in Company with Ogaverty and Nathanna
and Deposited the Bill of the House with the said Gongaram named Belanda

Witness also had certain part produced to the that Pagoa
Obtained a discharge from Belanda [illegible] Attended her [illegible] Discharge was
made by Ogaverty. We are therefore of Opinion that the said Belanda Lean
nothing to do with the said Pagoas Estate nor the said Pagoa with
Belandas Estate

About ten years afterwards Pagoa having occasion for some
Money Applied to Chinnatamby Mudeliare to borrow the Sum of Seventy
Pagodas and Mortgaged the Bill of the said House for Security Sometimes
after the taking of Madras Nathanna and Ogaverty Applied to Chenglarayo
Son of Chinnatamby Mudeliare and desired him to lend them twelve
Pagodas on the Mortgage of the said House which was formerly mortgaged
by Pagoa to his Father for twenty Pagodas promising to add the Latter
Sum of Twelve Pagodas provided he would lend them that Sum to the
former one and to be discharged with Interest at the time the said Promises
were Entered and Although the said Chenglarayo thought improper to
Acquaint his Father with the said Mortgage yet he inserted his Fathers
Name in the Bond or Obligation on which said Obligation the said
Ogaverty and Nathanna did Agree to sell the said House to Chenglarayo
for the Name of his Father Chinnatamby Mudeliare for even the Sum
of Thirty ten Pagodas the Amount of the Mortgage and Interest was
not paid According to promises Sometime after Pagoa Applied to
Chenglarayo in order to redeem the Mortgage Premisses when the said
Chenglarayo discovered to him the Aforegoing Circumstances and Insisted
in her paying him Eighty two Pagodas for Principal and Interest then
[illegible]

Mortgage of the said House before Mee we Voluntarily give this Obligation
at the presence of Nirapattum Nenagen and Naderayen with whose
knowledge drawn by Andiapilla

Witnesses
Naderayen
Ninapah

Naithum
Ayacoaty

Translated from the Original by Conacapa Interpreter
John Palmer
Att[y] for Leonardo Ignatius

Extract of the minutes of the mayors Court at Madrasapatnam held on
Tuesday the 6th day of April Anno Domini 1756

Present

Samuel Ardley Esquire Mayor James Alexander
Edward Burnaby and Charles Turner Aldermen

Ld

The Court taking the Petition into their serious consideration do unanimously
Agree and Resolve that the said Bond shall be deemed as Evidence without
oath being made thereto, since the Petitioner does not dispute the validity thereof,
And it appearing to this Court not only by the said Bond but also by the
Declaration of the Petitioner himself as well by the Depositions of Thompson
Leverock and Christopher Johnson sworn in Court, and also that the said
Ragoo is the person to whom the House and goods of right belongs This
Court doth therefore unanimously think fit to order, and doth Accordingly
order that the House in dispute shall be sold by vendue of the Marshall of
Execution issued against the Effects of the said Ragoo in and towards the
discharge of the Debt and Costs due from the said Ragoo to Leonardo Ignatius
Broom of this Court and that the Petitioner do pay all costs which
have accrued relating to the disputed premises And Order that the
Sheriff do return the said Warrant of Execution within seven days from
the Date

J. Cox

Sworn Interpreter

John Palmer

Translate of a Mortgage Bond given by Rayen Daughter of Elevande a Dancing Woman of Chennapatnam to Elena Tomby Madelaire Son of Matteo pah Madelaire Deceased of Chinapatnam Agent and Inhabitant of Batavia the 5th November 1756

I Rayen Dancing Woman do hereby acknowledge to have Borrowed and Received of Elena Tomby Madelaire the Sum of Twenty Pagodas Current Money of Chinapatnam to Secure the Repayment of the said Sum and Interest I do hereby Mortgage and Oblige unto the said Elena Tomby Madelaire the Bill of my House Situate in the Flower Street and I do hereby promise and Oblige myself to Pay the said Elena Tomby Madelaire the aforesaid Sum of Twenty Pagodas with Interest of 9 3/4 Cent P Annum upon demand to redeem the said Mortgage Without Suit or Molestation Dated at Batavia and Putta Vandanam with whose knowledge I have made the Obligation

Rayen

Translated from the Original by me as Sworn Interpreter

John Palmer

Translate of a Mortgage Bond given by Kadiam and Ayanky Dancing Slave Master to Elena Tomby Madelaire Son of Mattheo Madelaire of Chinapatnam dated 26th October 1756

We Kadiam and Ayanky do hereby Jointly Severally to have Borrowed and Received of Elena Tomby Madelaire the Sum of Twenty Pagodas Current Money of Chinapatnam to Secure the Repayment of the said Sum and Interest of 9 3/4 Cent P Annum which we promise to Repay at or before the Expiration of the 20th May the ensuing Year 1757. We Mortgage and Oblige unto the said Elena Tomby Madelaire our House Situate in Default of Payment at that Time Above mentioned We do hereby promise and Oblige ourselves to Sell and make over unto the said Elena Tomby Madelaire our said House as well for the Amount of the Aforesaid Sum of Twelve Pagodas and Interest as for the Sum of Pagodas 37 1/2 which was due to him from Rayen our Niece on her

Mortgage

hearing to the President and Council over about the fourteenth day of July instant Your Orators as in duty bound will ever pray &c

John Palmer
Atty for the Compt

Tourlova Swerramiah
Pltf
Sooridoss Moodlidoss
A Note from the Clerk of Appeals acquainting the Register that the Defendant appeals from the Decree of this Court and
Fort St George ss. Attested to a true Extract from the Minutes of Court Dated 22d day of July 1758
Danl Morse Regr

Tourlova Swerramiah
Pltf
Sooridoss Moodlidoss
An Order made in this Cause on the 9th Instant and the Registers Report with an Account Current annexed in Pursuance thereof read
And on Examination of the matters in the Cause what was Alledged on either side and due Consideration had thereon this Court doth therefore think fit to order and decree and doth accordingly order and decree that the Defendant do pay unto the Complainant the full and just Sum of Two thousand four hundred forty three Pagodas three fanams Eight Cash so much appearing to be due to the Complainant according to the before mentioned Report and Account together with such Interest from the date hereof after the rate of eight

Sept 1841
Mackleyar

In the Court of Chancery

Humbly Complaining Sheweth unto the Right Honble your Orator
Frederick Surrenick of Gracechurch Street London Merchant
[illegible] of the Complainant Merchant and entitled to your Orator the Sum
and Sum of One Thousand four hundred and fifty Pounds Sterling three
per cent Consolidated Bank Annuities and Eight Pounds Sterling
being Half Years Annuity due upon the said Stock on the fifth
day of April One thousand eight hundred and forty one which
Annuity or Sum of Money now remains in the Bank of England
standing in the Name of the Accountant General of this Honble Court
in Trust in the Matter of a Cause Mackleyar against Mackleyar
and the Dividends Interest and Annuity thereof are now payable
to the Solicitor for the Time being of the Plaintiff in the said Cause
by virtue of an Order of this Honble Court bearing date the
Twenty fifth day of June One thousand eight hundred and forty
one and your Orator is desirous to sell the said Stock and to
apply the Money to arise by the Sale thereof in Payment of
the Principal Money and Interest due to him upon the Security
of the Mortgage hereinafter mentioned and your Orator is
willing to allow the said Plaintiff in the said Cause the Dividends
Interest and Annuity which will become due upon the said Stock
after the Sale thereof and before the Money to arise by the Sale
shall be paid into Court in the said Cause Mackleyar against
Mackleyar and your Orator hath applied to the said Plaintiff
in the said Cause and to his Solicitor for their Consent to
the Sale of the said Stock upon the Terms aforesaid but they
and each of them have refused to consent thereto and your
Orator hath been informed and believes that the said Plaintiff
in the said Cause intends to oppose the Sale of the said Stock
upon the Terms aforesaid and your Orator is advised that
it is for the Benefit of all Parties interested in the said Stock
that the same should be sold and the Money to arise by the
Sale thereof applied in Payment of your Orator's Principal
Money and Interest due upon the Security of the said Mortgage
and your Orator is willing to allow the said Plaintiff in the
said Cause the Dividends Interest and Annuity which will
become due upon the said Stock after the Sale thereof and
before the Money to arise by the Sale shall be paid into Court
in the said Cause Mackleyar against Mackleyar and your
Orator hath applied to the said Plaintiff in the said Cause
and to his Solicitor for their Consent to the Sale of the said
Stock upon the Terms aforesaid but they and each of them
have refused to consent thereto and your Orator is advised
that it is for the Benefit of all Parties interested in the said
Stock that the same should be sold and the Money to arise
by the Sale thereof applied in Payment of your Orator's
Principal Money and Interest due upon the Security of the
said Mortgage and your Orator is willing to allow the said
Plaintiff in the said Cause the Dividends Interest and Annuity
which will become due upon the said Stock after the Sale
thereof and before the Money to arise by the Sale shall be
paid into Court in the said Cause Mackleyar against
Mackleyar and your Orator hath applied to the said
Plaintiff in the said Cause and to his Solicitor for their
Consent to the Sale of the said Stock upon the Terms
aforesaid but they and each of them have refused to
consent thereto and your Orator is advised that it is
for the Benefit of all Parties interested in the said
Stock that the same should be sold and the Money to
arise by the Sale thereof applied in Payment of your
Orator's Principal Money and Interest due upon the
Security of the said Mortgage and your Orator is
willing to allow the said Plaintiff in the said Cause
the Dividends Interest and Annuity which will become
due upon the said Stock after the Sale thereof and
before the Money to arise by the Sale shall be paid

of Reparation thereof ordained by the Compliainant and shall be sufficient to discharge him and Each the ordaining the accomplishment of any to the Defendant in Account of which produce and proceeds should be lodged in this Court and in case of any deficiency thereon after sale as aforesaid the Defendant shall make good the same to the Complainant

J.P. Court

Read & filed
18th March 1756

To the Worshipfull the Mayor Court
at Madraspatnam

Humbly Complaining sheweth unto this Worshipfull Court your Orator
Moorto Pirou of Madras Merchant that having had several and sundry
Matters Accounts & Dealings with Ariah Lazar also Merchant residing and residing in
Madras within the Districk of this Worshipfull Court Jurisdiction whereby there
said Ariah Lazar stands indebted to your Orator the Sum of One Hundred and
Eighteen Pagodas Twenty three Fanams and five Cash Current
Money of Madras which is in Sterling Money of great Britain at the
rate of Eight Shillings per Pagoda the Sum of Four hundred Forty seven
Pounds and Eighteen Shillings or thereabouts as doth more fully and at
large appear by the Ballance of an Account Current for the Inspection of
this Worshipfull Court hereunto annexed to which your Orator most humbly
refers and Craves the same may Admitted as part of this your Orators Bill
of Complaint And your Orator further shews unto this Worshipfull Court that
there is Arrears of Pice and Taffelys between your Orator and the said
Ariah Lazar the Accounts whereof are in the hands of the said Arieth
Lazar and remain as yet unsettled

And your Orator further shews unto this Worshipfull Court that he did leave
in the hands of the said Arieth Lazar sundry Goods and Effects to the
value and Amount of One hundred and Eighteen Pagodas as it will also
appear by the aforesaid Account hereunto Annexed to be kept
the said Goods and Effects by him the said Arieth Lazar until such
time as your Orator should redemand the same

And your Orator further shews unto this Worshipfull Court that he did give
to the said Arieth Lazar an Obligation of four Hundred Pagl Dated
January the ninth Thousand seven Hundred and Fifty One which said

Court at certain time and Place to be by this Honble Court Appointed and
prefixed then and to answer your orators Bill of Complaint and further
to stand to and abide such order and decree therein as to this Honble Court
shall seem Meet

Peter Boucher
Attorney for the Complainant

Dr. [illegible] Co.

1751 Brought fo. By Ballance — Tales 166. 03. 2.

Canton 15th Febry 1751

1751 August 21. By proceed of the Amount of Tales 1657.1.5 at the rate in Batavia is — 1340. 29. —
By neat proceed of the Second sale of a Diamond Ring — 130. —
Rix dollars 1470. 29. —

Batavia August 21st 1751. —

1752 April 16. By Exchange to Madras Rix dollars 498. 20 ss — Exch 2149 —
By Ballance of Cash brot forward — 1/1642 711. 22. 08
May 22. By sundries Dr.
Taffety 1 pce 9 —
Sattin 1 7 —
Lahab 1 1. 10 —
Cap 1 1. 10 —
Pelong 1 12 31 —
Sarparam 1 120 —
April 5 By Ditto to Pellapah 16. —
1752 15 By Ditto 10. —
28 By Ditto 8. —
28 By Ditto 10 —
30 By Ditto 17 —
May 1 By 1/2 Pipe of Madeira Wine 10 —
1752 16. By Cash
May 24. By Sundries remained at Chinsura which were returned to the China
July 25 By Sundries remained at Chinsura which were returned to the China
and apart of them Articles landed by Robt Holm
Tales
Remarks 11 pce 27 —
Cumptas 36 246 532 —
By Interest on ditto for 2 year 8 months 28 days @ 8 p Cent 124. 19. 32. 583. 19. 32.

Carried over Pag. 1081. 6. 32.

Dr. Mr. Hamilton

1761				
January 1	To Balance from old Books which was then Accounting Title			
	wrong at 6 p Cent		758.12.5	
	To Commission on Goods bought on his Account Amounting to			
	Tales 650 @ 2½ p Cent		21.19.2	463.11.7
February 16	To Interest on Tales 463.11.7 for 1 Month 15 days			2.14.1
			Tales	466.5.8

1761				
March 16	To Balance of last Account of Febry 16 1761		Tales 466.05.8	939.23
August 24	To Interest on 466.05.8 for 6 Months		28	6.10
	To Interest on 939.23 for 5 Months 8 Days		22.21	939.36
	To Commission on which Stock on my own Account to Madras			
	at 6 p Cent premium			838.11
			Rixdollars	1539.29

1762			
April 16	To Cash paid Vernon		20
28	To Ditto to Mackenzie		400
May 17	To Ditto to ye Tailor		261.11
June 6	To Ditto to Youngson		150
9	To 2 Jags of Batavia Arrack	10	
10	To 15 Maunds of Rice	5	18
July 10	To Cash to Vernon		297
16	To Ditto remitted by him of Pagoda Age		80
Sept 5	To Sugar for Drinks for Ensign for 1 Voyage 2 q pr @ 30 p Voyage		120.9
1762			
June 25	To Interest as Ditto		
	To difference on the Credit Side of the last Account &c		
	Interest on Ditto for 2 Years 6 10 days @ 8 p Cent	12.2.29	51.6.07
	To Omissions in the last Account Dr.		
	On Tea for Sick 18 Catties	18	
	Ditto second Sort 9 D°	7	
	Pipes 20	1.10	
	Smokers 5	13	
	Half Anchor 2	8	
	Sugar Candy 1½ Maund	20	
	Cake Sugar 2 p Cent	17	
	Non Sick Cases 10	8	13.28
	Interest on Pag.s 10.28 for 2 Years and 22 days @ 8 p Cent		1.19
	Carried Over Page 1		96.12.37
	Carried Over Page 2		1537.27

1755

Brought Over Pagodas 1041. 6. 32.

Aug.t 26th. 22.20			
24	2. 3. 16.	67. 22. 10.	
130	2. 9. 11.	6. 11. 70	
16.	2. 2. 22.	22. 16. 20.	
10.	2. 2. 12.	2. 23. 16.	
9.	2. 2. 9.	1. 27.	
11.	2. 2. 5.	1. 16. 35.	
7.	2. 2. 1.	1. 21. 39.	
10	2. 1.	2. 29. 45.	
5.53.	0. 11. 5.	0. 29. 26.	
	0. 6. 6.	22. 30. 60.	116. 27. 35.
			1160. 29. 7.
Ballance			1118. 23. 50.

Pagodas 2279. 16. 12.

George Town January 1755.

Excepted

M. Petrus

203

Brought Over Pagodas 1237 27

Brought Over Pagodas 91 16 27

To difference as p^r Our Contract this Day of the same sort of Cameron which was debited to Captain Maguire Page 260 as p^r

Interest of 8 Years 18 days on Ditto 38 p^r Cent 877 28 12.

To Profit and Loss which I paid on the difference of Page 260 as p^r

Ditto which Consequently must be refunded as 68 2 64.

Interest thereon for 2 years 6 months 28 days 10 2 8 — 79 3 72 — 644 12 62.

1755 January 1 To Interest on the following Sums at 8 p^r Cent p^r Annum

One Pag^a 20	0 3 16	1 12
122	2 2 2	91 16 20
261 19	2 7 10	61 27
150	2 6 24	20 15 26
18	2 6 22	2 22 30
287	2 5 18	64 28 28
50	2 5 14	9 24 10
172 9	2 3 17	22 22 20
644 12 62	6 6	24 17 15 — 300 12 20

Pagodas 22 12 16 30

Left in his hands

2 Pieces of Gold Buckles	58	
1 D^o Buckle	50	88
a Slave Boy called Peter at his Request Sent him to him		30
		118

Difference of Wax and Taffety

Forf^t

Errors

N D

Court that the Complainant Charges this Defendant four Pagodas for Rice which this Defendant never had nor was it mentioned in the first Account. As to the Article of Fifty Pagodas with which the Complainant debits this Defendant Admits of it so far as that he did receive such a Sum from Stephen Aga but then when the Complainants Ship was lost at Callimauck that Sum was Appreciable to his Request exchanged into Rupees which the said Complainant Afterwards drew from this Defendant by several Draughts of Ten Twenty and Thirty Rupees at a time

The Complainant Charges this Defendant One hundred Twenty three Pagodas Nine fanams for One Corge Nine pieces of Chints @ Eighty four Pagodas p Corge which Shall be only Ninety four Pagodas Nine fanams Nine Chints Selling for no more than Sixty four Pagodas p Corge As to the Charge of Forty one Pagodas Six fanams fifty Seven Cash Arising as the Complainant Saith from a difference in the Article of One Thousand and Seven Pagodas of the last Account this Defendant knows nothing of such last Account nor has the Complainant mentioned the date of such Account nor how such Difference Arose As to the two Articles of Four hundred Seventy seven Pagodas Twenty Eight fanams and Fourteen Cash and Sixty nine Pagodas five fanams and Twenty two Cash This Defendant can not Comprehend the Meaning of them and therefore it is impossible for him to Answer to them before they are better explained by the Complainant

What the Complainant Says in his Bill of having left on the Hand of this Defendant Sundry Goods and Effects to the Amount of One hundred and Eighteen Pagodas those goods and Effects were two Pair of Gold Buckles and a pair of Bracelets left with this Defendant also a Chest Boy with Regard to which these Articles this Defendant Answers that the two pair of Gold Buckles which the Complainant Charges this Defendant with Sixty Eight Pagodas for weight is more than Eighteen Pagodas and the Bracelets charged at Fifty Weight only Twenty one and a half and sold for twenty two Pagodas the said Bracelets are produce able whenever this Honble Court Shall order it and the Chest Boy charged to this Defendant at Sixty Pagodas was not Sold to nor left with this Defendant but proves to this Defendant by the Complainant however this Defendant is ready to pay for the said Chest Boy upon Receiving a proper transfer of it from the Complainant As to the Allegation of four hundred Sales which the Complainant says he this Defendant is being for a debt owing from the Complainant to this Defendant the same shall be allowed up to the Complainant

there

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May 27th 1753

Defendants Answer to Bill of Complaint of Marcus Rhows Complainant

The Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Imperfections and Insufficiencies in the said Bill contained for Answer thereunto or unto such parts thereof as this Defendant is advised materially concern him to make answer unto, He this Defendant Answereth and saith, That the two first Articles of Commission Charged this Defendant for goods sold and bought Amounting together to five hundred Sixty three Taels Six Mace One Candareen and Seven Cash as a Wrong Charge; as this Defendant was at that time in China and did himself buy and Sell those goods, so that no Commission can be due to the Complainant on that Account. Consequently no Interest thereupon with which the Complainant makes that Account to four hundred Sixty six Taels four Mace and eight Cash which last Sum he brings down and this Account, Brings over it into Six Dollars being the Ballance as above of Four hundred Sixty Six Taels four Mace and Eight Cash or Nine hundred thirty three Rix Dollars and thirty One Stivers upon which Sum he Charges and additional Interest of Six Rix Dollars and four Stivers Making together Nine hundred thirty Rix Dollars and thirty Six Stivers upon which Sum he again Charges Interest so that there is Interest upon Interest Charged three times which this Defendant can by no means Admit of no more than the principal. The Article of Commission was not inserted in this first Account.

The Article of two hundred Sixty one Pagodas Eighty seven Candareens also wrong, for it Should be no more than two hundred fifty four Pagodas Eighteen Candareens being the produce of Four hundred and fifty Dollars Sold at Seventeen Dollars and a quarter per Ten Pagodas whereas the Complainant Charges them at Seventeen and the one third of a Croquee of Arrack with which the Complainant Debts this Defendant Arrack at this Defendants instance the Complainant let an Armenian Padry have and the said Padry having been in the place for upwards of three Years After, without the Complainants Making any Demand upon him for it he looked upon it as a present made him, so that this Defendant humbly conceives he is not Chargeable for the said Arrack, Further this Defendant begs leave to take notice to this Honble Court, that this Article was not inserted in the first Account which the Complainant put into this Honble Court.

above which he did not award in that Account through Omission and it was for that Reason that the same drew the said Account from this Honourable Court to order it amended

As to the Amount of Dollars this Replyant computes that he charged the Defendant above more than the Price he paid for them which was Seventeen Dollars for ten Pagodas as to the Arrack being a Present it is false for this Replyant got it for the defendant at his own Request and not for the Salary to whom the defendant gaveit Consequently this Replyant looked upon the defendant to be indebted to them for the same as will Appear in the Complainants Accounts ready to be produced As to the five Pagodas for Rice this Replyant can Prove that the defendant is debted for the same in his Accounts and can further prove that the defendant gave the same to an Armenian Woman as to the Fifty Pagodas this Replyant denys having ever Received any Rupee of the defendant in that Account as for the One Large and Nine Brass of Chinke This Replyant charged the defendant at the Price he brought them of Mr Dominicus by the Orders of Mr Domingo Saul Corra being at the rate of Eighty four Pagodas Charge of the defendant was obliged to Sell them about Price this Replyant did Hold himself answerable for any Loss that might arise them from As to the Sum of Forty One Pagodas Six Fanams and fifty Seven Cash It is an Error which arose as follows the defendant and this Replyant being both in Chinra in the Year One thousand Seven hundred and Fifty the defendant drew up his Accounts with this Replyant concerning their Dealings in Madras wherein he had given this Replyant which this Replyant Credit for One thousand and Seven Pagodas paid him by this Replyant which this Replyant did not then Examine but upon his Arrival in Madras he found by his Accounts that the defendant had received One thousand and Forty eight Pagodas three fanams and Thirty Cash of them which difference and the Interest thereon makes the Aforesaid Sum of Forty one Pagodas six fanams and Fifty Seven Cash which may be proved by this Replyants Ledger

The two articles of four hundred and Seventy Seven Pagodas twenty eight fanams and Thirteen Cash and Sixty Nine Pagodas four fanams and Seventy two Cash are the defendants proportion of the Loss Sustained by the defendant and this Replyant in a Commerce of Chinra Merchandize the Before they were Shipped of this Replyant did at the Request of the defendant pay them Twenty two pagodas for the said Chinra in the going this Replyant was

agreement

when he hath fulfilled Accounts with and paid the Defendant what shall appear
justly due to him upon the Ballance thereof. To the Which and Every part and
parcel of the Complainants Bill the same not duly Answered Confessed or Avoided
Traversed or denied is material to the Defendant to make Answer unto Humbly
Craves to be hence dismissed out of this Honble Court with his reasonable Costs
and Charges in the Law in this behalf most wrongfully sustained

John Paperwaite
Solr for the Defendant

Read & filed
Dec 7th 1756

The Replication of Thomas Pitcairn Complainant to the Answer of Abel Jones
Defendant

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Imperfections and Insufficiencies in the said Answer contained for Replication thereunto saith that all and Singular the Matters and things in this Replyants Bill are true as the same are therein expressed and that the Answer to the said Bill is very untrue imperfect and insufficient to be Replyed unto and this Replyant further saith that although the Defendant was entitled as in his Answer by him alledged but the Defendants Goods were bought and Sold by this Replyant and therefore Commission was due to him which not being paid this Replyant Laid & Debited the Defendant for the same in his Books reckoning Interest thereon from the time it was due to that time this Replyant left Batavia for Batavia where being obliged to keep his Accounts in Rix Dollars the Amount of the said Commission was also turned into Rix Dollars and Interest was charged thereon to the time he paid himself out of the Produce of the Defendants Concern of Tea sold by this Replyant at Batavia as to this Replyants said having inserted this Article in his first Account This Replyant says that there was not only this Article but many other

two Pagodas subscribed the Replyant wrote the Word of a Lacquer of Arrack
the Defendant allow he asked the Replyant for it and that he Made an
present of it to pedro Mascarhitte but at the same time desired to know of the
Replyant what was the price of it upon which the Replyant returned this
Defendant for Answer that it was a Trifle and therefore did not desire to be
paid for it As to the Sum of Rupees the produce of fifty Pagodas charged the
Replyant this Defendant will prove that he at sundry times Supplied the
Replyant with diverse to that Amount when here and during the time he
Attended the Wreck of the Ship at Cattamarche As to the twenty nine pieces of
Chints this Defendant begs leave to say they were pledged to him by the Replyant
who not being on hiedeavours to redeem the said pledge consented that this
Defendant should Sell the same which this Defendant Accordingly did at Sixty
four Pagodas per Corge which this Defendant can prove, This Defendant denies
to have Received more than One thousand Seven Pagodas from the Replyant at
Madras for which he was duely Credited when they settled Accounts in Ellora
with regard to the two Articles of four hundred and Seventy seven Pagodas
twenty eight fanams and thirteen Cash and Sixty nine Pagodas four fanams
and Seventy two Cash this Defendant begs leave to say he cannot but be surprized
at so Extraordinary Life suspecting upon an Adventure when the Replyant
had desired this Defendant to settle with the parties concerned under him in
the same Adventure at twenty five p Cent profit and promising to be
Accountable for more profit should it arise out which fact this Defendant
can prove by a Letter to him from the Replyants writing Gregorio Nazar
which by the Replyant order and According to which advice this Defendant
did Settle with the parties concerned at the rate abovementioned with the
Credits the Replyant made appeared of them to this Defendant but on
demanding payment for them Defendant has given him Credit for
the Weight of them being Eighteen pagodas for Cattails one now This
Defendants proposition ready to be produced to this Honble Court Supposes that
they are worth no more than twenty two pagodas which this Defendant has
given the Replyant due Credit for The Slave boy was also received from the
Replyant in Satisfaction to be paid for him this Defendant has no manner
of objection upon the Replyants making a proper transfer of him the Article
of four hundred Tale is sufficiently explained in this Defendant Explication
to the Original Bill to which he begs leave to Refer and this Defendant says
he can and by his said Answer he has already said and doth and will aver

and

[illegible]

[illegible] Answer unto the Bill and Complaint of the Complainant [illegible] Defendant

The Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit of exception to the many Uncertainties and Insufficiencies of the said Replication for Answer thereunto saith that the Answer of this Defendant is not true and Sufficient in the Law to be replied unto and this Defendant further saith that the Commissions Accounts by the Replyant cannot be allowed of as this Defendant can himself at this time contain and Transacted his own Business home as already alledged in this Defendants Answer This Defendant does not doubt but he shall be able to prove that he paid Seventeen Dollars and a quarter for [illegible] ter.

25 January 1757

Summoned and required by the Sheriff of Fort Saint George Town of Madras
peteons and the Defendants thereof personally to be and appear before this Honble
Court at a certain time and place to be by this Honble Court appointed and
prefixed then and there to answer this your Orators Bill of Complaint and
further to stand to and abide such order and decree as to this Honble Court shall
seem meet

John Paterson
Atty for the Complainant

and maintain all and every thing and things therein mentioned to be
true as the same are therein Alledged and sett forth

Jno. Sole. Pabrow } Jung.
John Pabrow } Sen.

23 May 1756 To the Honble the Mayors Court at Madraspatnam

Humbly complaining Sheweth unto this Honble Court your Orator Anat
Toma of Madras Merchant that having had Several and Sundry dealings
with Marcar Petrus also merchant, long living and Residing in madras
within districts of this Honble Courts Jurisdiction whereby the said Marcar
Petrus stands indebted unto your Orator the Sum of Four hundred and
Seventeen Pagodas Eight fanams and Thirty Cash Current money of madras
which is ch Sterling Money of Great Brittain after the rate of Eight Shillings
per Pagoda, One Hundred Sixty Six Pounds Seventeen Shillings and Five
Pence or thereabouts as doth well more fully and at large Appear by an Account
Current for the Inspection of this Honble Court Herewith Annexed. In w ch
your Orator most humbly Prays and Craves the same may be Admitted as
part of this your Orators Bill of Complaint. and your Orator further shews
unto this Honble Court that he has often in a friendly manner demanded
Payment from the said Marcar Petrus of the Sum abovementioned But now
so it is may it please this Honble Court the said Marcar Petrus Wilfully
and Obstinately refuse to give your Orator any Satisfaction touching the
Premises your Orator therefore prays a General Relief such as to this
Honble Court shall seem agreeable to Equity and a good Conscience as
also to give your Orator an Account of the Sales &c. not Accounted for
To the End therefore that the said Marcar Petrus may upon his Corporal
Oath true and perfect Answer make unto all and Singular the Matters
and things herein before Alledged and sett forth as fully truly and Effectually
to all Intents and purposes as if the same were here again Repeated and
Interrogated and be decreed to pay unto your Orator the Ballance of his
Account with such Interest as now is or shall become due thereon until
the whole is paid, also all Costs of this Suit.
May it please this Honble Court to cause the said Marcar Petrus to be
Summoned

Pebrius — £r

Amount with Arrial Forr in Tales — £r

By Ballance carried down — Tales 222 L 7

Tales 843 L 7

Amount as Pardau — £ Pr

By Ballance carried down to the Pay[d] Account — Pardau 1963 L 2

Amount as Pay[d] — £

Years — By ounces of Gold Bundle Weight 121 p Pay[d] Rs for — 22 —

By 10 Pay[d] Gold Bundles — 10 — Rs for — 10 —

By 1 Pay[d] Head for Cloth — 1 —

Carried Over — Rs

— P

243

Dr Marcar

1751 January — 10 To Cash paid him at Canton for my concern on his Adventure
to Batavia which remains still unaccounted for Tales 1497. 1. 5.

Dr Marcar Petrose in

January 9 To his Note of hand for 500. — —
10 To Bills delivered him at Canton to send home at Macao but which he
never sent amounting 823 5. —
Deducting what I received on account of our partnership
and for which have debited them in the Account
of Gregory's Account 2[illegible] 7. 9 [illegible] 2. 1.
To Cash paid him 250 — —
To a Transfer made by Mynheer Martinus upon him Pags 59 — —
which at 17 Dollars for 10 Pags make Dollars 101 20 Reimaks
and at 7. 5. for each Dollars Tales 75. 8. 9
Deducting freight and trustees at Macao 2. 1. 2 72. 7. 6.
To office fees Mandegatum Gingham 1. 8. —
To my 1/2 of the Commission on Petrose Ulcams Account for his Consignment
made us both 75 — —
Tales 983. 6. 7.

Dr Bills

To Ballance of the above Account which he carried with him to Batavia Esq.
have therefore charged Respondentia from thence the other Principal —
Tales 983. 6. 7.
2 Cordars for each Tale 1966. 9. 4.
Respondentia @ 10 p Cent from Chinnabe Batavia 196. 6. 9 1962. 6. 3.

Dr Bills

1752
March 22. To Ballance of the above account Cordars 1962. 6. 3. @ 5 p Cent Pags 98. 10. —
Premium from Batavia home @ 10 p Cent 197. 7. —

Carried Over 1068. 25. —

The Pagoda Account with Sarah Jones Cr

	Brought Over		47. — —
1752 October	31 By Ballance of Tapsey and Wax candles		29. 29 —
1752 May	20 By Sundrys received from him		
	16 bottles Ale 6d Each	16. — —	
	7 Do 3d Each	7. — —	
	China Ware	1. 18 —	
	6 Smokers	1. 16. —	
	Sugar bandy	1. 2. —	
	2 pr Lutstring	27. — —	
	1 dozen Cyph Sheeves	5. — —	
	2 Half dishes	5. —	
			87. 16. —
1752 January	31 By Cash paid Governor Pigot		160. — —
April	15 By Cash		20. — —
	28 By Cash paid Zachariah Boja Mudaliar my Account		428. — —
May	6 By Cash for Pillaw 420 at 6/8 P 10 pagodas		253. 18. —
1752	20 By Cash remitted by Mr Pybus		287. — —
February	1 By 29 pcs of Cabrelle blanks sold at 8. 6d pr Corge		9. 9 —
1752 January	1 By Interest 6 Mos due at 8 p Cent P Account on the following Sums —		
	On 87 — from 8 June 1748 to 8. 8. 52		24. 22. 24
	27. 29 ditto 21 Dec. 1749 — 6. — 1		13. 12 —
	87. 16 — ditto 20 May 1752 — 2. 11. 11		87. 19. 66
	130. — — ditto 21 July 1752 — 2. 11. 1		66. 6. 48
	20. — — ditto 14 April 1752 — 2. 2. 27		4. 12. 26
	428. — — ditto — — 2. 2. 12		87. 7. —
	253. 18 — ditto 2 May — 2. 7. 25		50. 35. 49
	287. — — ditto 20 Dec. 1751 — 2. 7. 11		6. 3. 31
	9. 9 — ditto 1 February 1752 — 11. —		7. 2. 32
			311. 19. 52
			1671. 19. 52
			847. 2. 20
By Ballance due home			
		Pagodas	2088. 28. 8

Fort St George 1st January 1755.

Errors Excepted

Wm Dalrymple

decided by Arbitration and upon Copies each of which was appointed Arbitrator of perusing this Defendants Books and finding no such transfer thereon the said Mephane Mathews was obliged to satisfy the Corps Complainant As to the Article of four Tales five Mace charged to this Defendant for a Piece of Gingham this Defendant can prove that the Corps Complainant made him a present thereof As to the three hundred Pagodas charged for a Diamond Ring this Defendant says that he sold it for Corps Complainant at Batavia for no more than one hundred and thirty Rix Dollars which Sum this Defendant has given the Complainant Credit for in his Account Current Annexed to the Bill of Complaint and this Defendant moreover humbly prays leave to observe that Sibajee Mathews bought the said Ring of Miguel Lysagora for Sixty Pagodas or thereabouts and made a present thereof to the Corps Complainant As to the Article of twenty eight Pagodas for Cash paid this Defendant denies having ever received the same As to the Article of One hundred and nine Pagodas eighteen Fanams which the Corps Complainant has debited this Defendant for on Account of Sundries this Defendant says that he has received no more than to the amount of thirty one Pagodas and that in five Articles which this Defendant has given Credit for in his Account Current annexed to his Bill of Complaint As to the Articles of three Pagodas and four Pagodas this Defendant says he never received the same and as to the six Subsequent Articles this Defendant has credited the Corps Complainant for in his Account Current Annexed to his Bill of Complaint

All which matters and things this Defendant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in his behalf most wrongly sustained

J. H. Stone
Att[y] for the Defendant

25 January 17[9]

This Replication of David Jones of Madras Merchant Complainant to the Answer of Mervan Ollens Defendant to the Corps Bill

The Complt now and at all times hereafter saving and reserving to himself all and all manner of Benefit of Exception to the many Errs Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto

Paul & Flint
Dumbreck 1756.

The Answer of Marcus Petrus to the
Compl. Bill of Paul & Flint

The Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Imperfections and Insufficiencies in the Compl. Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised will materially concern him to make Answer unto he this Defendant answereth and saith that as to the Article of One thousand five hundred and Ninety Seven Tales six mace and five Candareens the Compl. is duly entitled for the same in this Defendants Account Current annexed to the Bill of Complaint under the date of the twenty first day of August One thousand Seven hundred and fifty one. to which is added Sum of Sixty Taels for the Compl. Demand of the Commission arising from the consignment of Pleas Ocean, which makes the Sum of One thousand Five hundred and fifty seven Tales One Mace and five Candareens, and this Defendant can prove that the Compl. Demand therein the said Commission came to no more than sixty Taels and not seventy five Taels as set forth in the Compl. Complainants Account Current annexed to the Bill

As to the Article of five hundred Taels this Defendant says he Never received the same, and more over has an Account under the Compl. owne hand when they Ballanced their Accounts at Canton the date of which Account Current is after that of the Note of Hand, and the said Note is not mentioned in the said Account Current and this Defendant humbly prayes that the Compl. Complainant may be obliged to prove that the money ever was paid which if true this Defendant humbly presumes the Complainant may easily do

As to the Article of Five hundred and Eighty three Taels Six mace this Defendant says that the Goods left with him at Canton by the Compl. Complainant sold for no more than four hundred and Sixty eight Taels from which deducting the share of Augustine Rogers which the Compl. Complainant is also intitled and Sixty seven Taels two mace and three Candareens, there remains only the Sum of One hundred and Seventy Taels seven Mace and One Candareens which this Defendant has credited the Compl. Complainant for in his Account Current annexed to the Bill of Complaint. As to the Article of Seventy four Taels this Defendant says he never received the same, and as to the Article of Seventy two Taels seven Mace and Six Candareens mentioned to be transferred made by Stephan Mackenius upon him, This Defendant prayes leave to acquaint this Humble Court, that it is now about three years since that Affair

now

[illegible] being Informed that the Defendant did not leave the same
[illegible] to Batavia but that he sold it to one Joseph for Less than
[illegible] worth for the Ryalgard was offerd in this place one hundred and forty
Pagodas for it and this Ryalgard is humbly of Opinion that the Defendant
ought to pay unto this Ryalgard the Charged for the said Boat as this Ryalgard
never gave the Defendant Orders to sell it. as to the Article of twenty eight
pagodas this Ryalgard Affirms that he lent the same to the Defendant and as
to the Sum of One hundred and Nine Pagodas Eighteen fanams being for Sixteen
Articles sold the Defendant this Ryalgard Begs leave to say he hopes he shall
be able to prove that the several Articles therein contained were delivered to the
Defendant although the Defendant never Returned the Same Thereof Amounting only to
thirty One Pagodas the Articles of Rice and Ghee pagodas this Ryalgard Affirms
were paid the Defendant as well as the remaining sums debited him in this Ryalgards
Account Current All which matters and things this Ryalgard is ready to aver
maintain and prove as this Honble Board shall direct and humbly prays as in
and by his said Bill he has already prayed

Archdale Palmer Esqr.
John Palmer Esqr.

The under written Marcar Petrus to declare that whereas Pedro Arratoon being near
his departure on leave called all Accounts and given mutual Accounts Discount to
each other but having omitted to account in the same the Sum of four hundred Tales
due from me to the Estate I have therefore given him this Obligation that it may
be brought to Account afterwards Dated on Bantam the 9th January 1751.

Marcar Petrus

Sent for the true Translation from the Original paper by Mooradoom Mirzaman

Mallet

The Appendix of Marcar Petrus to the
Replication of Said Jews

Whereas I have not as yet all times hereafter owing and Standing to them
all manner of Compt and Account or Reckoning to the Many Years Untouch
and Unsettled in the said Replication contained for Appendix Warrants
and Discharge in the said Replication contained for Appendix Warrants
and Discharge all and Singular the Matters and things in the Defendants said
Answer

thereunto saith that all and singular the matters and things in His Replication Bill are true as the same are therein set forth and that the Answer to the said Bill is very untrue and insufficient to be Replyed unto and this Replyant further saith That he is much surprized to find that the Adventure to Batavia produced no more than One thousand three hundred and forty Dollars twenty nine decimals when the said Goods sent this Replyant One thousand four hundred and Ninety Seven Tale one Mace and Candareen which is Eight double what the Defendant pretends to have sold the Goods for however this Replyant prays that this Worthy Court will oblige the Defendant to give in upon Oath a particular Account of the sale of the said Adventure Specifying to whom and the price he sold the said Goods for with the Charges thereon further this Replyant begs leave to declare that the Defendant Wm Le Mesurier Esqr is indebted to this Replyant in the Sum of Seventy five Tale for Commission due on the joint consignment made by Messrs Ascan to him and this Replyant with the produce of the Adventure to Batavia which is very Irregular the Commission being a debt due from the Defendant to the Replyant which this Replyant humbly conceives can have no Connection with the Adventure to Batavia which Irregularity adds greatly to the Intricacy of the Defendants A/c to the Sum of Four hundred Tale sent by this Replyant to the defendant the Translate of the Obligation marked A hereunto annexed sufficiently proves that the Defendant borrowed and Received the same of this Replyant and as to the Article of five hundred Eighty three Tales four Mace the Amount of some Silks left with defendant Upon leave from Canton for the defendant to send the same to him at Macao this Replyant begs leave to observe that the defendant instead of complying with this Replyants order sold the Silks at Canton to pay his debts therefore this Replyant conceives he has a Right to charge the prime cost for the same and for which he brought them of the defendant as to the Article of Twenty five Tales this Replyant absolutely believes he paid the defendant although he denies it as to the Articles of Jelly and Transfered by him to the defendant this Replyant cannot prove that the same was decided by an Award of Angus Cadenhead who is now on the Spot However this Replyant begs leave to say it must be a great Satisfaction to him was the said Stephan Mortimus obliged to pay this Replyant the same instead of the Defendant As to the piece of Gingham said to be a present of the same to the Defendant with Gold to the Diamond Ring this Replyant left in the care of the Defendant which the Defendant sets forth he sold when at Batavia this Replyant begs leave

Answer on behalf and for the Defendant Archibald Palmer to the Bill of Complaint of the Complainant Joseph Miguel

Interrogatories to be administered to and for the Defendant Archibald Palmer on the part of the Complainant Joseph Miguel

1st To all the Whole First Do you know the Parties Complainant and Defendant in this Cause or either of them and how long have you known them or either of them Declare

2d Do you or do you not at any time and when go to China if you did then did the Defendant go with you Do you know who transacted the Defendants business during the time he was in China Was it the Defendant himself or any other Declare to the best of your knowledge and belief Declare

3d Do you or do you not at any time and when send by the Defendant to the Complainant with any Sum or Sums of money if any how often what sums and how much To the best of your knowledge and belief Declare

4th And whether do or did not the Complainant at any time and when deliver to you or on account of you what Country Bonds were they did you at any time and when sell the said Bonds if yea at what rate for how much Do you know or do you not know of the Signature and at any time and when did you see any Bonds to the Defendant if yea what Country Bonds were they to whom did you sell the same for what sum or sums of money Were they of the same Currency with those delivered you or different and how in what sort to the best of your knowledge and belief Declare

5th All the Whole Do you know or can you say any other matter or thing material for the Defendant on this Cause of yea declare the same as you know or believe with the reasons of such your knowledge or belief Declare

John Palmer Solicitor for the Archibald Palmer Defendant