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Read & filed
6th December 1757

To the Honble the Mayors Court
at Madraspatnam

Humbly complaining Sheweth unto this Honble Court your Orator Salvarron Trance of Madrass Merchant That Joakim Jose de Mello also of the same Place Merchant stands indebted to Your Orator in the full and just Sum of One thousand Arcot Rupees which at the rate of Three Hundred and Seventy five Rupees for every hundred Pagodas will amount to the Sum of Two hundred and Sixty five Pagodas twenty six fanams and Seventy Cash Current Money of Madras which in Sterling money of Great Britain accounting every Pagodas eight Shillings will amount to the Sum of One hundred and six Pounds, six Shillings and two Pence or thereabouts as will more fully and at large appear by translate of a Respondentia Bond hereunto annexed marked A 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 in the Year of Our Lord One thousand seven hundred and fifty two the Said Joachim Joze de Mello having agreed to go in Company with one Raphael Joseph Simmedo to Bengal in Order to purchase Goods to carry to Patna and Patna to Exchange for Diamonds applied to your Orator for the loan of a Thousand Arcot Rupees at Respondentia whereupon your Orator did lend the Said Joakim Joze de Mello the Sum of One Thousand Arcot Rupees at Respondentia as will more fully and at large appear by the Said Bond already referred to but as the Said Joachim Joze de Mello did not proceed immediately with the said Raphael Joseph Simmedo but remained here a few Weeks in order to settle some Affairs and as the Said Joachim Joze de Mello knew that your Orator was to remit a Sum of money to Bengal to the said Raphael Joseph Simmedo the said Joachim Joze de Mello requested your Orator to remit the Said Sum of One thousand Arcot Rupees lent him at Respondentia as also One Thousand Arcot Rupees which he deposited with your Orator to the Said Raphael Joseph Simmedo at Bengal which your Orator accordingly did and as proof thereof your Orator did receive from the

Arcot Rupees to Bengal although the said Joachim Joze de Mello did carry your Orators said Letter which was given to him open to deliver to the said Raphael Joseph Sommedo at another time that the said Raphael Joseph Sommedo did not deliver to him the said Sum of One thousand Arcot Rupees although the said Joachim Joze de Mello is well conviced that he wrote your Orator the aforegoing Letter marked B upon his arrival in Bengal in which said Letter he makes no mention whether he received the said Sum of two thousand Arcot Rupees or not which your Orator humbly conceives he ought to have done both for his own Interest as well as the Satisfaction of your Orator And your Orator further Sheweth unto this Honble Court that as the said Raphael Joseph Sommedo is since dead the said Joachim Joze de Mello does now endeavour to take the Advantage of your Orator because he is well assured it will be impossible for your Orator to prove what Transactions passed between him and the said Raphael Joseph Sommedo more especially as it remained a Secret what business the said Joachim Joze de Mello came over to this Place and as there is a prospect of gain to the said Joachim Joze de Mello instead of considerable Gain occasioned by the Death of the said Raphael Joseph Sommedo he refuses to Satisfy your Orators demand although your Orator has frequently and in an amicable manner demanded Payment of the said Bond with the Premium and Interest due thereon.

But now so it is may it please this Honble Court the said Joachim Joze de Mello wilfully and Obstinately refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General relief such as to this Honble Court shall appear agreeable to equity and good conscience. To the end therefore that the said Joachim Joze de Mello 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 that he be particularly Interrogated whether he did not desire your Orator to send the Sum of One thousand Arcot Rupees lent him at Rezpondentia as also the Sum of One thousand Arcot Rupees that he deposited with

Your

running all the Risques of the Seas Rivers Fire Enemy & Pyrates during the prosecution of the said Voyage. And in case there Should happen that any Goods be thrown overboard (which God forbid) to paractice in such case as is the custom of this place, & upon the arrival of the Ship in this Road the Risque shall cease & twenty one days after I shall be Obliged to pay the said thousand Rupees with the Premium and for security thereof bind myself &c. In Witness whereof I have hereunto set my hand in presence of the Witnesses that were present. Dated at Madras this second Day of May in the Year One thousand seven hundred and fifty two of the New Stile.

Signed & Sealed
in the Presence of
R. Joseph Semmedo
John Papsworth

Joachim Jozede Mello &c.

A True Translation from the Original by
John Lovell Styles.

Mr. Solomon Franco

I shall esteem infinitely that you enjoy a perfect state of Health according to your desire that I may have opportunitys of being serviceable to you.

I arrived here in safety the 26th July and am at present in good Health waiting to go to Madraps in January, I can't do it now in September for want of Ships going thither as having nothing to carry there being a great Scarcity & Dearth of Rice & every thing else of which you will be better informed on the arrival of any Ships. I have being all the News I have to inform you of at present I Remain prayeing God to preserve you for many years.

Calcutta
4 August 1752.

Sir
Your most humble Servant
Joachim Jozede Mello

A True Translation from the Original by
John Lovell Styles.

paid this Defendant the said Remittances or any part thereof This defendant has the Original of the aforesaid Letter B ready to produce when required by this Honourable Court which said Letter the said Raphael Joseph Semido well knows accept of This Defendant admitts that he wrote the Original of the Letter marked B The Translate of which is annexed to the Complaint: ants Bill of Complaint and with regard to the reasons which induced this Defendant to make no mention in the said Letter of the said Remittances whether he this Defendant has received them or not This Defendant begs leave to say that the said Letter was wrote hardly a Month after this Defendants said Arrival at Calcutta as appears upon Reference being had to the date of the same and the Tenour of its Contents and whereas the said Raphael Joseph Semido had not at that time Given this Defendant any positive Answer relating to the said Remittances and as there was no time Limited in the Complainants Orders for the disposing of the same at the free will of this Defendant this Defendant was under no Obligation to Require of the said Raphael Joseph Semido so immediate an Answer and this Defendant further alledges that about four Months before his this Defendants departure from Bengal the said Raphael Joseph Semido did deliver into this Defendants hands a Letter closed and Sealed Directed to the Complainant a Translate of which is annexed to the Complai: nants Bill marked C to which said Letter this Defendant most humbly refers which further Corroborates the assertion of this Defendant that the said Remittance of One thousand Rupees never came to the hands of this Defendant And this Defendant further sets forth that upon his Arrival at this Place from Bengal aforesaid he delivered the said Letter to the Complainant with which Letter the Complainant seemed perfectly satis: fyed and made no demand or even acquainted this Defendant that he was Responsible or the said Remittance of One thousand Arcot Rupees But about Two Years after this Defendants said Arrival at this Place where the Complainant had received the News of the death of the said Raphael Joseph Semido He sent for this Defendant as also for one Father Stanton of this Place and as the Last Will and Testament of the said Raphael Joseph Semido deceased remained deposited in the hands of the Complainant the Complainant Requested of this

Defendant

This Defendant admitts that upon his intention to Go to Bengal which was in the Year of our Lord one Thousand Seven hundred and fifty Five One Raphael Joseph Sommido did apply to the Complainant on behalf of this Defendant for the Loan of one Thousand Arcot Rupees to Run at Respondentia with Bengal and this Defendant also admitts that he did Sign a Respondentia Bond of the amount The Translate of which is annexed to the Complainants Bill which said amount was to run at Risque upon the Ship Bril But this Defendant positively denys that the Complainant ever Sent or advanced to this Defendant or that this Defendant ever Recieved of the Complainant or any other Person at the time of the Executing the said Bond or at any other time or times whatever the amount or any part thereof specified in the said Bond This Defendant admitts that he did not immediately proceed to Bengal as set forth by the Complainant But this Defendant denyes that he Knew of the Complainants intention of Remitting any sum of money to the aforesaid Raphael Joseph Sommido who sailed for Bengal before this Defendant as set forth by the Complainant And this Defendant also denyes that he ever Requested of the Complainant to remit the said Sum of one thousand Arcot Rupees together with the Sum of One thousand Arcot Rupees Deposited on the hands of the Complainant, to the said Raphael Joseph Sommido But this Defendant sets forth that being willing to depart from this Place sooner than the aforesaid Ship Bril He this Defendant Requested of the Complainant that the aforesaid Sum of One thousand Arcot Rupees Still remaining in the Complainants Hands which was to have run at Respondentia on the said Ship Bril might be remitted by him to this Defendant at Bengal and this Defendant did deposit in the Hands of the Complainant the Sum of One thousand Pondichery Rupees and not Arcot Rupees as set forth by the Complainant which this Defendant requested might be remitted to him in Bengal aforesaid in Conjunction with the Sum of One thousand Arcot Rupees which were to have run at Respondentia as aforesaid and this Defendant sets forth that some short time before this Defendants departure for Bengal which was some time in the month of July in the Year aforesaid this Defendant wrote a few lines to the Complainant to Know of whom he was to Receive the said sums in Bengal who wrote this Defendant

praid this Defendant the said Remittances or any part thereof This defendant
has the Original of the aforesaid Letter B ready to produce when required by
this Honourable Court which said Letter the said Raphael Joseph Semido
would never accept of. This Defendant admits that he wrote the Original of
the Letter marked B. The Translate of which is annexed to the Complain-
:ants Bill of Complaint and with regard to the reasons which induced this
Defendant to make no mention in the said Letter of the said Remittances
whether or not this Defendant has received them or not This Defendant begs
leave to say that the said Letter was wrote hardly a Month after this
Defendants said Arrival at Calcutta as appears upon reference being
had to the date of the same and the Tenour of its Contents and whereas
the said Raphael Joseph Semido had not at that time Given this
Defendant any positive Answer relating to the said Remittances and
as there was no time Limited in the Complainants Orders for the disposing
of the same at the free will of this Defendant this Defendant was under no
Obligation to Require of the said Raphael Joseph Semido so immediate
an Answer and this Defendant further alledges that about four Months
before his this Defendant departure from Bengal The said Raphael Joseph
Semido did deliver into this Defendants hands a Letter closed and Sealed
directed to the Complainant a Translate of which is annexed to the Complai-
:nants Bill marked C to which said Letter this Defendant most humbly
refers which further Corroborates the assertion of this Defendant that the said
Remittance of One thousand Rupees never came to the hands of this
Defendant And this Defendant further sets forth that upon his Arrival
at this Place from Bengal aforesaid he delivered the said Letter to the
Complainant with which Letter the Complainant seemed perfectly satis-
:fied and made no demand or even acquainted this Defendant that he
was Responsible or the said Remittance of One thousand Arcot Rupees
But about Two Years after this Defendants said Arrival at this Place
when the Complainant had received the News of the death of the said
Raphael Joseph Semido He sent for this Defendant as also for one
Father Manton of this Place and as the Last Will and Testament
of the said Raphael Joseph Semido deceased remained deposited in the
hands of the Complainant the Complainant Requested of this

Defendant

denyes that the Complainant ever demanded the Amount of the Bond before
mentioned or till sometime in the Month of September which was in the Year
of Our Lord One thousand Seven hundred and Fifty Six at which time the
Complainants Writer one Manoel De Cruz came to this Defendant & so told
this Defendant or words to that purpose That the Complainant be Lake-
:ness provided this Defendant would pay the Complainant only the Sum
of Five hundred Rupees and that the Complainant would accept of this
Defendant obliging himself to pay the Complainant the said Sum in as
many years as He this Defendant should require which this Defendant
positively refused alledging that he was no ways accountable to the Complainant
for the said demand And this Defendant absolutely denyes that he ever gave
the Complainant Evasive Answers upon his demanding the Amount of this
said Bond as set forth by the Complainant But always denyed that he
was accountable to the Complainant for the same And as to the Complai-
:nants Asserting that he this Defendant denyed that he had ever Given the
Complainant Orders to remit the said Sum of One thousand Arcot Rupees
to Bengal although this Defendant did carry the Letter of the Complainant
to the said Joseph Raphael Senido this Defendant denyes that he ever
gave the Complainant such Answer as he only denyed to the Complainant
that he had ever Given Him the Complainant Orders to remit the said
Sum to Raphael Joseph Senido at Bengall but never denyed his this
Defendants having Given the Complainant Orders to remit the said
Sums to Bengall which part of this Defendants Answer to the
Complainants Bill the Complainant has Cautiously avoided taking notice of. And as to this
Complainants Asserting that this Defendant denyed that the said Raphael
Joseph Senido ever delivered to him the said Sum of One Thousand Arcot
Rupees This Defendant still insists upon the said denial to support which
this Defendant conceives he has produced sufficient and Authentick proof
from the Letter hereunto annexed marked B now remaining in this
Defendants hands as aforesaid as also the Letter marked C. heretofore
recited annexed to the Complainants Bill of Complaint although this
Defendant does admit that he did write the Letter marked B annexed
to the Complainants said Bill This Defendant denyes that any such
mean View as endeavouring to take the advantage of the Complainant was

ever

Thereby nor by any other means whatsoever all which Matters and Things this Defendant is ready to Aver maintain and prove as this Honourable Court shall direct and Humbly Prays to be hence dismissed with his reasonable Costs and Charges on this behalf most wrongfully sustained.

Archdale Palmer
Att.y for the Defd.

M.r Joachim Joseph de Mello

God send you in safety. The Thousand Rupees was sent to Bengal in a Bill for a greater Sum on Captain Durand payable to M.rs Raphael Joseph Senneado, & the Thousand Pondicherry Rupees on the Sloop Fortune also to the delivery of the said Friend an Order to deliver & have both the two Parcels at Your disposal, so that on your arrival you will cause satisfaction to be given And this will serve you for your guidance.

Fort St. George
21st May
1st June } 1752.

I am &c.
Your Affectionate Friend
Salamon Franco

M.rs Raphael Joseph Senneado,

By the Ships that sailed from hence I wrote you all that occurred You will receive this by the hands of M.r Joachim Joseph De Mello, on whose Account I sent you One Thousand Rupees along with the Bill on Captain Durand, & one Thousand Pondicherry Rupees on the Sloop Fortune, And as I hope that all would have reached you in safety, you will please to dispose of them at the free will of the said M.r Mello they being for his Account. He will relate you the News we have & not to Cause you trouble will not repeat it here. Being all that have to

say

One Thousand seven Hundred and fifty two he wrote a few lines to the Replyant in order to know from whom he was to receive the said Sums in Bengal which Confession of the Defendants this Replyant humbly conceives does amply that he had given orders to the Replyant to remit the said Sums to somebody as what occasion was there for the Defendant to make such a request had no Orders been given And this Replyant further saith that he denies that the Defendant did request this Replyant to remit the said Sums to him neither is it to be imagined that the Defendant would make a second request when the Defendant was going to Bengal and might have carried those Sums with him which further amplys that the Defendant did at that time know that those Sums had already been remitted. And this Replyant further saith that as the Defendants does not deny the receipt of the Letter marked A acquainting him with the Remittance of those Sums as also to the Person to whom they were remitted it is evident that the Defendant readily acquiesced therein by receiving at his Departure (near a month after this Notice) an open Letter directed to the said Raphael Joseph Senhouse which said Letter directs the Disposal of those Sums at the free will of the Defendant. And this Replyant further saith that Notwithstanding the Defendant positively asserts that the said Raphael Joseph Senhouse never complied with this Replyants Orders pretending that the said Raphael Joseph Senhouse denied his having had any Orders from this Replyant although it is very evident that the Defendant had an Open Letter directed to the said Raphael Joseph Senhouse which was as positive an Order as could be given And this Replyant further saith that it was the Defendants business to have Provided against the Non compliance of the said Raphael Joseph Senhouse (if so that the Defendant asserts is true) and acquainted this Replyant therewith but as the Defendant did not make use of such precaution it is very evident that he was satisfied by the said Raphael Joseph Senhouse. And this Replyant further saith that as the defendant does not deny that it was by the means of the said Raphael Joseph Senhouse that the said loan of One thousand Arcot Rupees were procured and as the Defendant and the said Raphael Joseph Senhouse were going on a Search concern to the Diamond Mines in Bengal it is therefore natural to suppose that as the Defendant did proceed in Company with the said

Raphael

conceives it is only necessary to say that as there is a Bond duely execu-
-ted the value whereof has been made good must always appear to be a Just
Foundation for a Demand and as the Defendant does not deny his
requesting that those Monies might be remitted to Bengal although
the Circumstance of the Remittance may allow the Defendants specious
Pretext that he did not receive the same in Specie either at the time
of executing the said Bond or of the said Raphael Joseph Sommedo.
And with respect to the Condition of the Bond not being fulfilled was
entirely the Defendants own fault as he requested the Replyant to
remit the amount thereof to Bengal or it would have been Delivered the
Defendant in order to have been accomplished by proceeding the intended
Voyage for which the Defendant borrowed the said Sum. And this
Replyant further saith that the only Motive that induced him to defer
demanding Payment of the Defendants Bond was the reason
already assigned and not because that he looked upon the Letter from
the said Raphael Joseph Sommedo as a Satisfaction in lieue of the
Defendants said Bond Nor did this Replyant look upon the said
Raphael Joseph Sommedo accountable to him for the said Bond any
otherways than his having praised his Word for the Defendants due performan-
-ce of the said Bond. As to the other part of the Defendants said Answer this
Replyant conceives is unnecessary to be replyed unto it being Foreign to the
purpose. 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
Advt for the Replyt

Read & Filed
4th March 1758

The Rejoinder of Joachim Joze de
Mello of Madras Defendant to the
Replication of Salomon Franco 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

Replyant would fain prove from the said Inferrence and to show that Absurdity of the Replyants Assertion that it was this Defendants intention that the said Sums should be remitted to the aforesaid Raphael Joseph Lemedo This Defendant begs leave to say that had it been this Defendants intention to Endorse the Money in the Hands of the said Raphael Joseph Lemedo this Defendant might have deposited the same in the Hands of the said Raphael Joseph Lemedo before his Departure for Bengal as the said Raphael Joseph Lemedo was in this Place when this Defendant requested of the Replyant that the said Sums might be remitted to him at Bengall and as to the Replyants calling in question the Absurdity of this Defendants said request to the Replyant this Defendant only remarks that however absurd it may appear to the Replyant such request was Rational for Supposing this Defendant had taken the Sums with him he would by that action have allowed the Disgust which was to have risen upon the Ship Britland with regard to this Defendants admitting the Receipt of the Letter Marked A quoted & referred to in the Replyants Replication this Defendant alledges that the Receipt of the said Letter does not in any wise make him Responsible for the Answer the Replyants Does to the said Raphael Joseph Lemedo And this Defendant alledges that he was under no Necessity to protest against the said Raphael Joseph Lemedos non compliance with the tenour of the said Letter as it was not an order that required such Protest not being of the Nature of a Bill of Exchange And this Defendant offers as a further excuse for not Protesting against the said Raphael Joseph Lemedos Non compliance therewith this little knowledge of Mercantile Affairs for although the Replyant in his Bill of Complaint Stiles this Defendant of the profession of a Merchant this Defendant begs leave to say that his profession is a Surgeon This Defendant denies as before recited that he went on a Joint Concern with the said Raphael Joseph Lemedo to the Diamond Mines at Bengal for the reasons that induced this Defendant to proceed so far up the Country is that Kingdom were to dispose of Sundry China Silks and other Merchandize which this Defendant carried with him from Madrass and the Reasons that induced this Defendant to go in Conjunction with the said Raphael

Joseph

in this Cause or either and which of them? If Yea How long have you so Known them or Either and which of them Declare?

2d: Do You Know are Informed of the Complainants remitting any Sum or Sums of Money to one Raphael Joseph Sumedo in Bengal If Yea was the Sum now in dispute between the Complainant and defendant any part of such Remittance? Did or did not any Conversation pass between You and the defend: And concerning such a Remittance, was made did such Conversation pass And how long ago is it since you had such Conversation with the defendant? the whole Declare?

To Manoel de Cruz

3d: Do You Know or are you Informed of the defendants disputing the Payment of any such Sum or Sums of money said to be Remitted by the Complainant to the aforesaid Raphael Joseph Sumedo If Yea was you or was you not at any time or times Employed by the Complainants to Go to the defendant to Propose a manner of accomodateing the said dispute If Yea what was such Proposal you made the defendant And what was the defendants Answer to the same? The whole to the Best of your Knowledge And Belief declare

4th: Do You Know of any other matter or thing Material for the defendant in this Cause? If Yea set forth the same as you Know have heard or do Believe together with the Reasons for such your Knowledge and Belief.

Archdale Palmer
Att.y for the Defts

Mayors Court at Madraspatnam

Between Salomon Franco Complainant and Joachim Joze de Mello Defendant

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

Manoel de Cruz of Madrass Writer Aged 38 Years or thereabouts being produced as a Witness for this Cause on the part of the Defendant sworn on the 12th day of May 1758 Sworn at the Office of Mr. John Palmer Attorney for the Complainant by Canacopah who left a Note of the Name Title, and Place of abode of the said Manoel

N.B. To the seventh and last Interrogatory this Deponent saith not to any Particular Question enquired of in this Interrogatory

Matt. Clarke
Lecam.

Manl. de Cruz.

Mayor's Court
at
Madraspatnam

Tuesday the 27th Day of June
Anno Domini 1758.

Present.

Samuel Ardley Esquire, Mayor.
James Alexander, Edward Burman,
and Walton Stevens, Aldermen.

L.S.

Mayor's Court

Between Salomon Francis of Madras Merchant Complainant and Joachim Jose De Mello also of the same Place Surgeon Defendant

This Cause coming on to be heard & debated this day in the presence of the Defendant, & of the Attorneys on both Sides, On reading the Complainants Bill with Translates of a Respondentia Bond, & two Letters annext, the Defendants Answer with Translates of two Letters annexed, the Replication, & Rejoinder, together with the Interrogatories on the part of the Defendant, & one Deposition taken thereunto, On hearing the pleadings made use of by the Attorneys, & on due consideration had thereon, It appearing to the Court that the Defendant was privy & assenting to the manner whereby the Complainant remitted the one thousand Arcot Rupees now Sued for to Bengal, by his not protesting against the Complainants

&c

Present
George Pigot_ John Smith_ Charles Bouchier
Parkinsonne Drake_ Henry Van Sittart.
Richard Fairfield_ Charles Turner.

This Cause coming on 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 Twenty seventh Day of June in the Year of our Lord One thousand and Seven hundred and Fifty Eight, and upon due Consideration had of the Matters therein contained and of the Pleadings and Arguments used by the Attorneys on both Sides. This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Decree of the Honble the Mayors Court given in the said Cause be Hereby Confirmed. That the Appellants Petition be hence dismissed, and the Appellant do pay all Costs of this Appeal.

Per Cur.
George Pyne
Clerk of Appeals

Read & filed
28th August 1759

To the Honble the Mayors Court at
Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court your Orator Henry Brooke of Madras Merchant that whereas one Cattie Kistnah of the same place Aubash stands Indebted to your Orator in the Sum of one hundred Sixty nine Rupees fourteen Annoas two Pice making in Sterling money of Great Britain at the rate of Two Shillings and Two pence for every Rupee eighteen pounds eight Shillings and one penny for whereas your Orator some time in the Month of August in years of our Lord one thousand Seven hundred fifty six having belonging to Him Eight hundred Viss of Earth Oil

your

Mar: in Cur: 25th Septem.r
1759

The Answer of Vencaby Keshoriah
of Madras Dubash Defendant to the Bill
of Complaint of Henry Broothe also 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 and advantage of exception to the
many Errors Undruths and Imperfections in the Complainants 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 said That he denies that he stands
indebted to the Complainant in the Sum of One hundred and sixty nine
Arcot Rupees fourteen annaes and two fice as setforth in the Bill of
Complaint or any other Sum whatever But in order to set this Affair in
the clearest light this Defendant begs leave to acquaint this Honble Court
That the Complainant having brought with him three Cashs of Earth
Oil from the Negraes he put them in a Godown amongst many other
Goods belonging to him and some time after two Merchants of this Place
named Sallapah Chittee and Verdapah Chittee hearing that the
Complainant had Earth Oil to dispose off they waited on the Complainant
who by means of one Ninapah his Comicoply and Interpreter sold them
one Cash for the Sum Sixty five Arcot Rupees and eight Annaes and
a short time after the said Merchants paid the Complainants Comicoply
the Sum of Thirteen Pagodas which Sum according to the Exchange at
that time made the Sum of Sixty five Rupees eight Annaes the Price
agreed on which said Sum this Defendant has heard the said Ninapa
paid the Complainant The other two Cashs the Complainant put up at
Auction and they were purchased by another Merchant of this Place which
this Defendant does not doubt but he shall be able to prove by another Comico-
ply belonging to the Complainant named Candapah. And this Defendant
further says that he absolutely declares that he never bought of the
Complainant nor sold for the Complainant Earth Oil nor did he Act
either as Dubash or Interpreter or in any shape whatever for the
Complainant touching the Sale of the said Oil. Nor can this Defendant

help

for this Replyant will prove in due time that the Defendant was the very Person that acted as this Replyants dubash & Sold and Settled the Price of the said Oil with the said Merchants, and this Replyant denies that the said Ninapah was ever employed by Him as his Conicoply or Interpreter But that the said Ninapah was employed by the Defendant and never Received any Wages or any Allowance from this Replyant This Replyant Admitts to have Received the Sum of Thirteen Pagodas Making forty five Rupees eight Annas on Account the said Oil which this Replyant has Set forth in his Bill of Complaint as to the Defendants Assertion that the remaining two Casks were put up at auction by this Replyant This Replyant denyes the Same as this Replyant is intirely Ignorant of Such action This Replyant does not allledge that the Defendant ever Bought any Oil of this Replyant But that he Acted as dubash to this Replyant and had the Charge of the said Oil although he is pleased so positively to deny it and even Upon his Oath and as this Replyant Doubts not being able to Prove that the Defendant did act as dubash and take Charge of the said Oil as this Replyant He the Defendant is of Course Responsible to Him for the same and as a further proof that the Said Defendant was Responsible to this Defendant for the said Oil this Replyants Cashier has Entered Charges Of in an Account in this Replyants Books under the Heads of the Defendants Name and had Given the Defendant credit in the said Account for the said Sum of forty five Rupees Eight Annas allowed to have been Received by this Replyant, When upon this Replyants sending for the Defendant to his House This Replyant there Showed Him the said Account which the Defendant did Acknowledge was Right and that he the defendant had the Charge of the said Oil, and this Replyant thinks it very Strange that the Defendant should be so well Acquainted with the Matter Alledged in his said Answer Relateing to the said Oil Unless he was employed as dubash in the disposing of it and had the Charge of the said Oil and This Replyant Still insists that the Defendant is the only person that ought to Account with this Replyant for the same, and as to the Defendants Charging this Replyant with a Spirit of Litigiousness This Replyant is of opinion that in the Space of these proceedings there may appear a greater Spirit of Litigiousness in the Defendant than in this Replyant all which Matters and things this Replyant is ready to

aver

Auction and cried down to the aboves.d Tavida Pooly for the Sum of eight Pagodas and some fanams being the highest bider. And Although the Replygant observes that he does not charge this Defendant with having bought Earth Oil yet the Replygant would endeavour to persuade this Honble Court that he had in Effect purchased the said Oil by Debiting this Defendant for the amount thereof And this Defendant further saith that he never engaged to serve the Replygant as a Dubash but as a Broker Consequently the said Oil was not under his care. As to the Entry made in the Replygants Books it can be no proof that the said Oil was delivered to this Defendant nor did the Replygant ever shew this Defendant this pretended Account but if he had it would have been to little purpose as this Defendant can neither read or write the English Language But in order to confute the Replygants said Account this Defendant can prove that the Replygant did draw out a Note for the first Cask of Oil amounting to Thirteen Pagodas which this Defendant is informed was paid him as soon as received by his own Comcopply called Venayah which Circumstance this Defendant Conceives is a proof that the Replygant took no Notice of this Affair Defendant was not answerable for the said Oil and therefore if the Replygant has Debited this Defendant in his Accounts for the amount of the said Oil it is evident it must be a mistake in the Replygant — And this Defendant is informed that the Key of the Godown in which the said Oil was lodged was always kept by the Replygant — But upon a supposition that this Defendant had sold the said Oil for the Replygant it is well known that the Broker for Hire Dubash is not accountable for Goods sold his business being no more than to introduce the Merchants to the Person who has the Goods for Sale and after the Price is agreed on the Bargain is struck after which the Seller is to see the Purchaser pay the amount of the Goods Sold. This Defendant can easily account for his being acquainted with this Affair without giving the least appearing to suspect that he had Charge of the said Oil as the bringing of the Oil from the Nerrais and the Sale thereof is well known to many People in this Settlement. And this Defendant further saith that he does not doubt but he shall be able to make it appear to this Honble Court that it is a Litigious and Vexatious Suit — All which matters and things this Defendant is ready to aver maintain and prove as this Honble Court

Mayors Court at Madraspatnam

Between Henry Brooke Complaint and Vencatty Kistnah Defendt

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

Innatchellum of Madras Dubash Aged 21 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th day of November 1759 sworn at the Office of Mr. John Palmer Attorney for the Defendant by Canaccapa who left a Note of the Name Title & Place of abode of the said Innatchellum and afterwards on the same day being sworn and Examined deposeth as follows.

To the first Interrogatory this Deponent saith that he has known the Complainant about 8 Years & the Defendant 5 Years or thereabouts

To the Second Interrogatory this Deponent saith that he did serve the Complainant in Quality of a House Dubash and was recommended to him by the Defendant that to his knowledge the Complainant had Cash Cyd during the time he this Deponent served him that the Quantity was three Casks, and saith that the Defendant was the Complainants Head Dubash during the time he was possessed of the above Cyd. that to his this Deponents knowledge the Complainant did give Verbal Directions to the Defendant relating to the above Cyd. that the Complainant several times ordered the Defendant to sell it, who told the Complainant that no Person at that time would buy it, but that he the Defendant would sell it and saith that the Defendant to this Deponents knowledge did in Consequence thereof Speak to one Nanapah a Corucopley to bring some Merchants to buy the above Cyd and saith that he did bring some Merchants who bought One Cask and more saith not to this Interrogatory.

To the third and last Interrogatory this Deponent saith not to any particular Question enquired of in this Interrogatory.

Innatchellum his (mark)

Wm. Clarke
Clerk

Sale of the Said Oil If you who made Such demand and How much was
it Declare all you Know and do Believe touching the Matter now Enquired
of you with your Reasons for Such Knowledge and be brief at Large.

To all the Witnesses } Last Do you Know or can you Say any other Matter or thing Material
for the Complainants in this Cause If you declare the Same with your Reasons
at Large

Archdale Palmer
Att. for the Compt.

Mayors Court at Madraspatnam

Between Henry Brooke Complainant and Venkaty Kistnah Defendant

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

Shesnah of Madras Dubash Aged 25 Years or thereabouts being produced
as a Witness in this Cause on the part of the Complainant was on the 2d day
of January 1760 sworn at the Office of Mr. John Palmer Attorney for the
Defendant by Canacapah who left a Note of the Name Title & place of Abode of
the said Kistnah Casserwands on the same day being sworn & Examined
deposeth as follows

To the first Interrogatory this Deponent saith that he has known the Complai-
nant two Years & a half & the Defendant 7 Years or thereabouts.

To the Second Interrogatory this Deponent saith that he knows of some Accounts
which were Read & shewn to the Defendant by the Complainant that it was
in the Month of June one thousand seven hundred & fifty Nine at the House
of Mr Andrews that they were Accounts of Earth Oil and saith that he this
Deponent does not Remember the Substance of what the Complainant read
to the Defendant, but saith that the Defendant Acknowledged that the
Quantity of Oil which the Complainant Charged him with was right
that Condapah & Nerapah Conicoply had Sold the said Oil & informed
him the Defendant that they had paid the Amount thereof to the Complainant
and saith that he this Deponent was present when the above Conversa-
tion passed between the Complainant & Defendant. And more saith

Not

5th To the fifth and last Interrogatory this Deponent saith that the Complain: ant Obtained a Note for the Amount of the above Oyl & sent it by him this Deponent to the said Palliapah & Verdapah Chitty who refused paying it Alledging that the Oyl was mixed with Water, upon which he this deponent told the Defendant who said that he had nothing to do with it and Bid him tell the Complainant, and saith that upon his this Deponents telling the said Pallapah & Verdapah Chitty that he would Inform the Complainant of their refusing to pay him the Note they Paid the Money. And more saith not to any particular Question enquired of in this Interrogatory —

Nina pah his + mark

Mad.a Clarke
Interpr.r

Mayors Court &
Madrasapatnam

Between Henry Brooke
Complainant and Cannaty
Shistna & Defendant,

Depositions of Witnesses in this Cause taken by & before the Examin: ers in this Court as follows.

Pallapah Chitty of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Complain: ant was on the 1st. day of February 1760 sworn at the Office of Mr. John Palmer Attorney for the Defendant by Canacaya who left a Note of the Name Title & place of abode of the said Pallapah Chitty and afterwards on the same day being sworn & Examined deposeth as follows.

5th To the first Interrogatory this Deponent saith that he has known the Complainant 3 Years & the Defendant 10 Years or thereabouts

6th To the fourth Interrogatory this Deponent saith that he did buy Earth Oyl belonging to the Complainant, the Quantity one Cask, that Ninapah & the Defendant made up the Price of the said Oyl in the Presence of the Complai: nant and this Deponent further saith that the said Ninapah did make a demand of Custom for the Sale of the said Oyl, that the demand was thirteen Fanams, but that he this deponent would not pay it as the Oyl

was

Interrogatories to be administered to Ramah a Witness Produced Sworn and Examined on the Part and behalf of the Complainant in a Certain cause Wherein Henry Brooke of Madraspatnam Merchant is Complainant, and Vencatta Kistnah of the same place Dubash is Defendant

Imprimis Do you Know the Parties Complainant and defendant or either and which of them If yea How Long have you so Known them or either and which of them declare

2d Do you Know or do you Not Know of any Oil some time Ago belonging to the Complainant in this Cause If yea what Quantity and who put such oil in the Complainant Godown do you Know of any of the said Oil being Sold If yea was it at outcry or any otherwise & By whom was the said Oil Sold and whose Servant was it that Sold the said Oil The whole declare

Last Do you Know or can you say any other Matter or things Material for the Complainant in this Cause If yea declare the same with your Reasons at Large

Archdale Palmer
att.y for the Compl.t

Mayor's Court at Madraspatnam

Between Henry Brooke Complainant and Vencaty Kistnah Defendant

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

Ramah of Madraspatnam Dubash Aged 24 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 2d day of February 1760 Sworn at the Office of Mr. John Palmer Attorney for the Defendant by Vencacopa who left a Note of the Name Title & Place of Abode of the said Ramah and afterwards on the same day being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he has known the Complainant 18 Years & the Defendant 10 Years or thereabouts.

2d

4th Do you know any other matter or thing material for the Defendant in this Cause if so Declare the same as if particularly Interrogated.

John Palmer
Atty. for the Defd.

Mayor's Court at Madraspatnam

Between Henery Brooke
Complainant and Venicaty Krishnah Defendant.

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

Arnatchellum of Madraspatnam Dubash Aged 21 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 14th Day of November 1750 sworn at the Office of Mr. Archdale Palmer Attorney for the Complainant by Canacapa who left a Note of the Name Scituation & place of abode of the said Arnatchellum and afterwards on the same day being sworn and Examined deposeth as follows.

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

D 2d ..... To the Second Interrogatory this Deponent saith that to his knowledge the Complainant had Oil for Sale upon his arrival from the Negrais that it was Earth Oil, that one Cask was sold by Ninapah the Complainants Conicaply and by the Complainants Direction. And saith that he does not know to whom it was sold but was Sold for twelve Pagodas some Fanams the Cask, that the said Oil was put in a third of a Leaguer, that Ninapah acted as Interpreter at the Sale thereof, that there was no Note drawn out for the said Oil, that the money was Collected in by the said Ninapah who Accounted for it to the Complainant at the end of the Month and further this Deponent saith that to his knowledge the Complainants had Oil after the abovementioned was Sold that he had two Casks of Earth Oil and Sold it at Outcry but he this Deponent does not know to whom, or what it Sold for, but was Sold by the Complainants direction that the said Oil was Sold in a Cask, and saith that he this Deponent does not know who Signed the Note for the Money, who collected it in

Person were at the time he so wrote the said Accounts and in what Capacity. Is there or is there not some writing on the back of the said Accounts indorsed N°. 2. 3 & 4. if Yea whose writing is it Is or Is not the said writing the Substance of the sides N°. 2. 3 & 4. or is there any and what difference by what & how & if any was the same wrote and for what reason was it so wrote and where did you get the said Accounts?

Sandah 4th. Did you or did you not purchase any and what Chelat Cutery some time ago if Yea how long ago is it and whose property was it and in what was it packed when delivered to you and what else did you purchase at the said Cutery Was or was there not a Note brought for the said Chel: If Yea by whom did you pay it and to whom was it paid and in what Language did the Note appear to be wrote in and who were present at the said Cutery Declare?

Veddapah Chitty
Cattiapah Chitty } 5th. Did you or did you not purchase any thing of the Complainant sometime ago if Yea what & how long ago and in what was it packed what did you pay for the same was any other and what Person concerned with you at the time you so purchased the same Was there or was there not a Note given you for the Amount of the Goods so bought if Yea to whom did you Pay the Amount thereof and in what Language did the said Note appear to be wrote Declare.

To all the Witnesses 6th. Do you know or can you say any other matter or thing material for the Defendant in this Cause if Yea Declare the same as you know have heard or do believe with the reasons of such your Knowledge and belief.

John Palmer
Att:y for the Defd:t

Mayor's Court at Madraspatnam

Between Henry Brooke Complt:
and Cawaly Vistna Defendant

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

Ninnapah of Madrass Caste aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 23d. day of January 1760 sworn at the Office of Mr. Archdale Palmer Attorney for the Complainant

day being sworn & Examined deposeth as follows.

9 1. To the first Interrogatory this Deponent saith that he has known the Complaiant 2 Years & the Defendant 3 Years or thereabouts.

2 3. To the third Interrogatory this Deponent saith that the sides of the Cadjans marked N:1.2.3. and 4. now shewn to him are the Complainants Accounts that he has seen the Person write who wrote them, and saith that they were wrote by one Condapah who is dead and has been dead about two Years and a half and further saith that the said Condapah was Father to him this Deponent and further saith that the said Condapah served the Complainant in the Capacity of a Concanply at the time he wrote the said Accounts. And saith that there is writing at the back of the said Accounts marked N:1.2.3.&4. that is the writing of the said Condapah and is the Substance of the sides N:1.2.3. and 4. And this Deponent further saith that he does not know by whose direction the same was wrote or for what reason. and saith that the said Accounts were left by the said Condapah at his House where he this Deponent got them and further saith not to any particular Question enquired off in this or the last Interrogatory —

Mad: Clarke
Exam:t

Chingleray & Dasa-varyar

Mayors Court at Madraspatnam

Between Henry Brooke Complainant and Venaty Kistnah Defendant —

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

Saudah of Madraspatnam Merchant Aged 43 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant on the 23d day of January 1760 shewn at the Office of Mr. Archdale Palmer Attorney for the Complainant by Canacapa who left a Note of the Name Title & place of Abode of the said Saudah & 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

his Proportion of the Amount of the said Note to one Ninapah Conicapy and saith that the Note appeared to him this Deponent to be wrote in the English Language and more saith not to any particular Question Signified Off in this or the last Interrogatory.

Mad.ª Clerke
Servant

Verdapah Chitty

Mayors Court
Madraspatnam

Between Henry Brooke
Complainant and Vencatychetty
Defendant

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

Palliapah Chitty of Madraspatnam Merchant Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 8th day of February 1760 Sworn at the Office of Mr. Archdale Palmer Attorney for the Complainant by Canacapa who left a Note of the Name Title & place of abode of the said Palliapah Chitty & afterwards on the same day being Sworn & Examined deposeth as follows.

1st To the first Interrogatory this Deponent saith that he has known the Complainant 3 Years and the Defendant 10 Years or thereabouts

5th To the fifth Interrogatory this Deponent saith that he did purchase Cairth Cyl of the Complainant about three Years ago that it was Packed in Casks, that he this Deponent paid Fifteen Pagodas for the same and saith that one Verdapah Chitty was concerned with him this Deponent in the Above Purchase, that there was a Note given for the Amount of the Cyl so bought which he this Deponent paid to Ninapah Conicapy and saith that it Appeared to him this Deponent to be wrote in the English Language And more saith not to any particular Question enquired Off in this or the last Interrogatory.

Mad.ª Clerke
Servant

Palliapah Chitty

Dr. Mr. Brooke Cr.

1757				1757			
May	26	To Cash paid in Rupees 196	51	May	25	By the Amount Sale at Outcry	211.31.21
June	6	To cash paid	65				
		To 3 Bottles 100 Mistake	2.21.33				
July	9	To Cash paid	100				
	13	To Cash paid	23.9.19				
		Pagodas	211.31.21				

Translated from the Cadjans N:1.2.3.&4
by Concapa

John Palmer
atty for the Defdt

Read & Filed
28th August 1759.

To the Honble the Mayor's Court
at Madrasspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Enoch of Madras Dubash That whereas George Markay of Madras Merchant and James Wilson of the same Place Surgeon both Executors to the Estate of Robert Bannatyne Capt.n of Foot in the Service of the East India Company deceased Stand Indebted to Your Orator in the full Sum of five hundred and forty seven Arcot Rupees which at the rate of Two Shillings and Two pence for every Rupee amounts to fifty nine pounds five Shillings and two pence Sterling money of Great Britain or thereabouts For whereas your Orator during the Seige of this Place being about to depart for Pellicat did deposit with the said Robert Bannatyne in a Escritore the Sum of one Thousand four Hundred Arcot Rupees requesting of the said Robert Bannatyne to take Charge of the Same for your Orator your Orator also delivered the Key of the said Escritore to the said Robert Bannatyne and your Orator further sets forth that Upon his return to this Place after the French had raised the Seige he Applyed to the said Robert Bannatyne for the said Escritore and Sum of One Thousand four hundred Arcot Rupees aforesaid, when the said Robert Bannatyne did deliver unto your Orator the said Escritore, upon Opening of which your Orator found a Deficiency of the aforesaid Sum of five hundred and forty seven Arcot Rupees, and your Orator also found in a drawer in the Escritore where the said Money was deposited, Two Notes for the Inspection of this Honble Court hereunto annexed both wrote in the deceaseds Own hand writing and Signed by Him, the said Robert Bannatyne Setting forth that He the said Robert Bannatyne had Borrowed from the said drawer at Two Several times the said Sum of five hundred and forty Seven Arcot Rupees, upon which your Orator requested the said Robert Bannatyne to pay Him the said Sum of five hundred and forty Seven Arcot Rupees, who accordingly Order'd His the said Robert Bannatyne's Concerned named Executors them, to discharge the same, But whereas your Orator not having the said Notes from with Him and the said Robert Bannatyne being Alleged to go to Camp the same day the said Money was never Paid to your Orator after which the said Robert Bannatyne having been Killed in the Attack of

Conjeveram

George Mackay Jnr in Cur 18th Sept 1759.
Read & Filed 18th Sept 1759.

The Answer of George Mackay and James Wilson the former of Madras Merchant and the latter of the same Place Surgeon Joint Executors to the Last Will and Testament of Robert Bannatyne late Captain of Infantry in the United East India Company's Service Defendants to the Bill of Complaint of Eruah also of the same Place Dubash Complainant

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 and Imperfections in the Complainants said Bill contained for Answer thereunto or unto so much thereof as these Defendants are advised doth materially concern them to make Answer unto They these Defendants Answer and say That they deny that the Estate of the deceased Captain Robert Bannatyne is indebted to the Complainant in the Sum set forth in the Bill of Complaint or any such Sum appears to have been received by him nor does it appear that the Complainant lost any Sum or Sums of money with the said deceased as the Complainant has produced no receipt for it only a bare assertion with these Defendants conceive is very little Proof to support his demand As to the Complainants application to the said deceased for Payment of the Sum of Five Hundred and forty seven Rupees the pretended deficiency these Defendants are unacquainted with such application but must observe that there is the greatest reason to believe that his demand is without Foundation for it is very notorious that the Complainant was himself at Camp with the Deceased near three months after the Siege was raised during which Interval the Complainant ought to have Made sure Payment of the above said Sum of Five Hundred and forty seven Rupees or Obtained an Obligation from the Deceased for that Sum which of course must have secured to him his demand However to shew the little probability of the Complainants demand being a just one it does not appear that the deceased Robert Bannatyne made any Disbursements during the Siege except the

Sum

said Answer contained for Replication Thereunto Saith that all 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 imbroad and Insufficient in the Law to be Replied unto, and this Replyant further Saith that although the Defendants so Strenuously deny that the estate of the Said Deceased is Indebted to this Replyant this Replyant doubts not of being able in due time to prove the Equity of his demand and as to the Defendants asserting that it does not appear that this Replyant ever left any Sum or Sums of Monies with the Said Robert Bannatyne, this Replyant is ready to produce Sufficient proof that the Sum asserted in this Replyants Bill of Complaint was deposited with the said Robert Bannatyne and this Replyant will also prove in due time his Application to the deceased for the payment of the dessiciency set forth in his said Bill as also the Said Robert Bannatynes order to His Conscophy to discharge the Same this Replyant admitts that he was with his Master the Said Robert Bannatyne upwards three months at Camp since the Siege as Set forth by the defendants the reason that this Replyant did not procure repayment of his demand at that time was that this Replyant had left in the Madraps the two Notes of the Said Robert Bannatyne annexed to this Replyants Bill of Complaint and as this Replyant was in no want of the Said Money at Camp he Chose to wait his Masters Return to Madraps, and as this Replyant did not foresee the accident that afterwards happened to his Master he did not think of procuring an Obligation from his said Master the said Robert Bannatyne at the same time Imagining that the two Notes aforesaid Signed by the Said Robert Bannatyne together with the circumstances related in this defendants Bill of Complaint were strong vouchers to prove the Equity of this this Replyants demand as to the reasons the defendants Set forth in their Said Answer in order to endeavour to set aside this Replyants Said demand this Replyant conceives they are Insufficient and of no weight and although it may not Appear by the said Robert Bannatynes Accounts that the said Robert Bannatyne made any other disbursements but that recited in the defendants Answer which was on a Publick Account Yet it must at the same time be very Strange that so Long an Interval of time as that of the Seige of this Place Should elapse with out any Disbursements on his own Account, nor is it much to be Wondered at that the said Robert Bannatyne never mentioned the Said demand in the Codicil of his Will Sent to the defendants as the Said Robert Bannatyne might Imagine that this

Replyants

in Charge of the said deceased as set forth by the Replyant nor are these Defendants acquainted with any application the Replyant made to the deceased for Payment of his supposed demand But these Defendants cannot help thinking Notice of the trifling Arguments used by the Replyant for not procuring Payment of his pretended demand or an Obligation to secure such his demand while the said Robert Bannatyne was living as the Replyant cannot pretend to be so Ignorant as he would endeavour to appear of an accident happening to the said deceased as it is well known the danger a Person in the Field is exposed to more especially at a time when the Army were in daily expectation to come to Action as was the case some time before the deceased lost his Life at Conjeveram during which Interval the Replyant ought to have procured an Obligation or Payment of his demand But as he did neither of them it seems to Corroborate these Defendants assertion in their Answers that the Replyant had no Foundation for the present suit. And although the Replyant would endeavour to persuade this Honble Court that the Sum in demand was expended by the deceased during the Siege it must be allowed by most People who were in the Siege that there was little or no opportunity of spending such a Sum of Money. Nor does it appear that any Sum was expended by the deceased During the Siege except Five Hundred Rupees advanced him by the Company's Paymaster to Pay Seapoys and Coolies for which said Sum these Defendants have since the Death of the said Deceased accounted with the Paymaster. These Defendants must also beg leave to observe as already set forth in their Answer that a short time before the deceased was killed he sent these Defendants a Letter in Nature of a Codicil to his Last Will and Testament in which he makes no mention of the Replyants demand which would certainly have been the case had the Replyant applied to him for Payment as the deceased must be sensible there was no Entry made in his Book or Accounts of the Replyants Demand. — As to the two Memorandums taken Notice of by the Replyant these Defendants conceive is no proof that the Rupees said to have been taken out of the drawer should be the property of the Replyant for had the Deceased had occasion for money in the Siege he would certainly have put a Memorandum in his drawer in order to know what Sum he had expended. And Notwithstanding the Replyant sets forth that there is the greatest reason to imagine that the Sum in demand said to be owed by the Deceased was his Property. These Defendants cannot allow it as all the Replyant has alledged amounts to Nothing more than bare assertions which will be of little Service to the present Suit. As these

Defendants

was present at the time he made Such declaration, and to whom did he Say he was Indebted to, or to whom did he Say the Said Money respectively as aforesaid belonged to the Whole declare unto your Honors at Large,

Last. Do You Know or can you Say any other Matter or thing Material for the Complainants in this Cause. If You do, set forth the Same as your Honors shall think fit and do believe to be true with the Reasons for Such Knowledge and belief. —

Archdale Palmer

Sworn in the Court

Daniel Frischman
Wm. Flint
Ja.s Bouchier
Claud Russell
} Commissioners

—

Mayors Court
Madraspatnam

Between Ennah Complainant
and George Mackay and Jones
Defendants.

Depositions of the Witness in this Cause taken at Arcot by and before Messers James Bodier, Claud Russell, Daniel Frischman and William Flint in pursuance of a Commission issued out of the Mayors Court at Madraspatnam directed to them bearing Date the 6th Day of February 1760.

Nellana Dubash to Lieutenant Munro Aged 25 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th Day of February Sworn and Examined, and Deposeth as follows.

Q.1 To the 1st Interrogatory this Deponent Saith that he hath known the Complainant about 12 Years and the Defendants two or three Years or thereabouts

Q.2 To the Second Additional Interrogatory this Deponent Saith that he knew Capt.n Bannatyne as Second Dubash; that he remembers Ennah little before the Siege of Madras deposited in his Masters House two Chests of Merchandize his Brother, a Chest and two or three Small Boxes, of which he told his Master and desired he would take care of them; that Some days after Ennah left the Town, he saw in the Drawer of the Chest Some Rupees, but

Q.2

Complainant Esqr in the Hand of Captain Robert Bannatyne deceased Ye[s] you when was such Escritore deposited with the said Robert Bannatyne deceased and what was Contained in the said Escritore and who Kept the Key of the said Escritore Upon the Complainants depositing the same Do you Know or do you not Know of any Sum or Sums of Money being taken out of the said Escritore by the Said Robert Bannatyne deceased Ye[s] you when was Such Sum or Sums of Money so taken out by the said Robert Bannatyne deceased and how many times and how much money was so taken out of the said Escritore and how much at Each time fill particularly did or did not the said Robert Bannatyne Make any Memorandum or Note upon taking out Such Sums of Money Ye[s] you what was the Contents of Such Memorandum or Notes and what did the Said Robert Bannatyne deceased do with Such Memorandum or Notes, Did or did not the said Robert Bannatyne ~~at any~~ time or times declare to you whose property or to Whom he was Indebted for those Sum or Sums of Money so taken out of the Said Escritore Ye[s] you when and whose property was it and to whom did he say he was Indebted for Such Sum or Sums of Money did or did not the said Robert Bannatyne deceased ever Give you or any other person any orders to discharge the said Sum or Sums of Money Ye[s] you to whom was Such orders Given and when and what was the Whole of Such orders was or was not Such Sum or Sums discharged If Not what was the Reasons that the Same was not discharged When did the Complainant Return from Publicat and When did the Said Robert Bannatyne deceased proceed to Camp did you or did you not at any time or times converse with the Complainant at Camp relating to the said Sum or Sums of Money before the decease of the said Robert Bannatyne If Ye[s] what was the Subject of Such Conversation both on your part and the Complainants Ye[s] you Whole declare as you Know and do believe with your Reasons at Large

Sixth — Do you Know or can you say any other Matter or thing Material for the Complainant in this Cause If Ye[s] set forth the same as you Know and do believe together with the Reasons for Such your Knowledge and belief —

Archdale Palmer
Advocate for the Compt

Beareth, that the Contents of the Memorandums were that he had
Borrowed five hundred & Sixty seven Rupees from that Cash and further
this Deponent saith that the deceased Capt.n Robert Bannatyne did Several
times tell him this Deponent that he was Indebted to the Complainant five
hundred & Sixty seven Rupees for so much taken out of his Treasure, that the
Deceased told him the above the 18.th & 23.d February & twice at Camp and that
the deceased Capt.n Robert Bannatyne did order him this deponent to pay the
above Sum to the Complainants & take the Memorandums from him, that these
Orders were given by the deceased the 18.th & 23.d February that it was not discharged
that when the Deceased first gave those Orders to him this Deponent the Complai:
nant was not returned from Pullicat and the Second time he this deponent was
very busy in preparieng things for Camp, and at other times the Complainant
told him this Deponent that he had left the Memorandums at Madras and
this Deponent saith that the Complainant returned from Pullicat between
the 18.th & 23.d of February but he this Deponent cannot ascertain the day, and
saith that the deceased Capt.n Robert Bannatyne went to Camp the 23.d
of February and saith that he several times conversed with the Complain:
ant relateing to the above Sums of Money before the Decease of the said Capt.n
Robert Bannatyne, that he this Deponent desired the Complainant to get
the Memorandums but that he Replied he had left them in his Escritore at
Madras and that he should be Obliged to go for them himself, And more
saith not to this Interrogatory —

3.d ..... To the third and last Interrogatory this Deponent saith that upon
the Decease of the said Capt.n Robert Bannatyne the Complainant did
Apply to him this Deponent for Payment of the said Memorandums &
that he this Deponent told him that he had nothing to do with it and that
he the Complainant must Demand it of the Executors of the deceased upon which
the Complainant sent his Brother with him this Deponent to Madras
with the Memorandums to get Payment & further saith that he this Deponent went
with the Complainant's Brother to the Defendant George Mackay who sent them
to the Defendant James Nelson who returned with them to the said George Mackay
where after some discourse they told him this Deponent & the Complainants
Brother that they could not pay the above Sums without an Order of the
Mayor's Court, and more saith not to this Interrogatory —

K Pongal Achelum

Read & Filed
the 25th March 1760.

To the Honble the Mayors Court at
Madrasspatnam &c

Humbly complaining Sheweth unto this Honble Court your
Orator Daniel Debastro of Madras Merchant That Velaidum and Samaynada
also of the same Place Merchants stand indebted to your Orator in the full and
just Sum of One hundred Pagodas Pagodas Current money of Madras which
in English money of Great Britain accounting every Pagoda eight Shillings
will amount to the Sum of Forty Pounds or thereabouts as will more fully and at
large appear by the Note of Hand Warrants or Agreement 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 has frequently and in an Amicable manner demanded Payment
of the aforesaid Sum of One hundred Pagodas from the said Velaidum and Samaynada
But now so it is may it please this Honble Court the said Velaidum and Samaynada
wilfully and obstinately refuse to give your Orator any manner of satisfaction
touching the Premises your Orator therefore prays a General relief such as to
this Honble Court shall appear agreeable to equity and good Conscience To the
end therefore that the said Velaidum and Samaynada may upon their Corporal
Oaths true and perfect Answer make to all and singular the matters and
things herein before alledged and set forth as fully truely and effectually
to all intents and purposes as if the same were here again repeated and
Interrogated and he Decreed to pay unto your Orator the aforesaid Sum of
One hundred Pagodas with such Interest as shall become due thereon also
all Costs of this Suit May it please this Honble Court to cause the said
Velaidum and Samaynada to be summoned and required by the Sheriff of
Fort Saint George Town of Madrasspatnam and 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 to and abide such Order and Decree
therein as to this Honble Court shall seem Meet

John Palmer
Advocate for the Compt

Read & filed the 18th March
1760.

To the Honble the Mayors Court
at Madraspatnam.

Humbly complaining Sheweth unto this Honble
Court your Orator Joseph Salomons at present of the City of London in
the Kingdom of Great Britain Merchant by his Attorney John Debonaire
of Fort Saint George on the Coast of Choromandel in the East Indies Merchant
That Peter Marieble at present of Fort Saint George in the East Indies
Merchant but about to depart for the Kingdom of Great Britain aforesaid stands
indebted to your Orator in the full and just Sum of Fifteen thousand and
forty one Pagodas which in Sterling Money of Great Britain according
every Pagoda eight Shillings will amount to the Sum of Six thousand
and Sixteen Pounds eight Shillings or thereabouts as will more fully and
at large appear by the accounts Current 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. For whereas your Orator did
on or about the Month of December which was in the year of Our Lord
One thousand Seven hundred and fifty three enter into an Agreement with
the said Peter Marieble who was at that time in the City of London in the
Kingdom of Great Britain aforesaid but on his departure for Fort Saint
George in the East Indies to Advance a Sum of Money in joint Trade
with the said Peter Marieble which said Sum was to be made either in
Consignments at Sundry times or remitted by Bill of Exchange and
the Profits arising on such Consignments or Money taken upon Bill
was to be Divided in the following manner Three fifths for your Orator
and two fifths to the said Peter Marieble That the said Peter Marieble
was to be allowed his Expences to the East Indies and a yearly Sum
not exceeding Three hundred Pounds Sterling to be allowed out of the Profits
on such joint Trade or concern to the said Peter Marieble according to the
terms of Agreement for House Expences And it was further Agreed by
and between your Orator and the said Peter Marieble that all
Consignments of Money Goods Wares and Merchandizes whatsoever
that should be at any time or times during the Continuance of the said
joint Trade Consigned Remitted either from England or elsewhere to the
said Peter Marieble or in case the said Peter Marieble should be employed
by

in such Agreement is elapsed to England in Diamonds Now your Orator begs leave to acquaint this Honble Court that the said Peter Marieddie is possessed of at least as appears by the Ballance of the said Account Current of the Sum of Fifteen Thousand and forty One Pagodas which your Orator has frequently and in an amicable manner requested the said Peter Marieddie will Invest in Diamonds all charges being first deducted and consign the same Jointly to your Orator and himself upon the First Vessell that may Sail from this Port to England as the said Peter Marieddie has publickly declared his Intention of returning to Europe by the first Vessell which may leave this Place for England But now So it is may it please this Honble Court the said Peter Marieddie wilfully and Obstinately refuses to comply with your Orators just and reasonable demand or give your Orator any Satisfaction touching the Premises your Orator therefore prays a Genl relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the end therefore that the said Peter Marieddie may upon his Corporal Oath a true and perfect Answer make to all and Singular the Matters and things herein before alledged and Set forth as fully truly and effectually to all intents and purposes as if the same were here again Repeated and Interrogated and that he be particularly Interrogated whether the said Sum of Seventheen hundred and Sixty eight Pagodas twenty four fanams and Seventy One Cash is the first Amount of what the said Peter Marieddie has made by Commission or Sales and Purchases during the term of his Agreement with your Orator or what other Sum or Sums of Money as also a particular Account of Interest and Respondentia Premium received by him Account your Orator during the term of the said Agreement as also what is his Proportion of Commission jointly with Mr Andrew Ross on a Consignment made to him and the said Mr Andrew Ross that the said Peter Marieddie may be Decreed to remit to Europe by the first Vessell in Diamonds consigned jointly to himself and your Orator the Ballance of the said Account or any Sum or Sums of Money as may appear to be due over and above the said Sum of Fifteen Thousand and forty One Pagodas first deducting the Charges thereon That such Diamonds be publickly Registered and not carried on board in a Private manner for should the Vessell be taken on which the said Diamonds are privately

Shipped

Dr. ——— Mr. Peter Marriette in Account with Mr. Joseph Salomons ——— Cr.

1751	To Carriage of Bills on Bengal & Madrass Bonds		Pags. 21. 32.	1751	By Cash for a House	1105 .. ..
1755	To do			1758	By Cash paid for Diamonds and sent to England & Sundry Ships	9026. 9. 67
1756	To do	do.	15347. 2. 19.		By Cash to Mr. Mowat on a Bill returned Protested to order Colonel Heron	6662 A .. ..
1757	To do	do.	8273. 1. A2	1759	By Cash for ½ part of a Diamond	1751 .. ..
1758	To do	do.	15315. 1. ..		By House Expences Charges & Interest p/c	2606. 8. 17
	To do	do.	21880. 26. 10.			106155 .. 1.
	To his drafts at different times		23721. 30. 16.		By Ballance	15841 .. ..
	To his draft on Bill p/ Order of Mr. Orme		3000			
	To Premium recd on Bengal & Madrass Bonds		1325. 27. 51.			
	To Interest recd on Sundry Sums		206. 2. ..			
	To half Allowance or Commission of 2½ p/c on the Sum of Pags 12883. 19. 87. Laid out in Diamonds with the Black Merchants		1288. 21. ..			
	To half Commission on the following Viz.t On Sales which he acknowledges to have made	768. 21. 71.				
	On Sales which he omits to give Credit for	703. 9. ..				
			735. 37. 151			
	To a House now in your Possession valued at Pags		1750.			
	To House Rent from December 1758 the time your Agreement expires to the 1.st of March 1760. being 14 Months @ 20 p.r Month		280.			
		Pagodas	121196. 6. 38.			Pagodas 121196. 6. 38.

Fort St. George 8th March 1760

Errors Excepted

John Debonaire Att.y for Joseph Salomons

seems Hard which the Articles of partnership does Stipulate that this defendant shall do that this Complainant for his Attorney for Him does in Effect desire a decree of this Honble Court which may compell this defendant to comply with one part of the said Articles in order to Comply with another and Must be before the Complainant Can Know whether this defendant may not Comply with both those parts of the Agreement amongst which this defendant therefore humbly apprehends this Honble Court cannot make any certain order or give any certain Judgement upon But this Complainant not Satisfyed with desiring this Honble Court to Give a decree in a matter which by reason of the uncertainty thereof no certain Judgment can be Given has made a Second Prayer Founded upon a Supposition Still more Contradictory than on the first for after he desires a decree of this Honble Court to oblige this Defendant to send the money to Europe in the manner above Set forth He Himself seems to be Conscious of the absurdity of Such a prayer and to drop this matter of a decree he calls it only a Request which if it should not be complyed with He then Prays that this Defendant Should pay the amount of such money to Him Which prayer no part of the said Articles does warrant the Complainant to desire nor this Defendant to Comply with And If this Complainant may desire a decree of this Honble Court upon two Suppositions he may do it upon as many more as he Shall think proper the absurdity of which proceedings requires no Illustration And this Defendant therefore Submits it to the Consideration of this Honble Court whether a Suit Founded upon such Grounds Should not be dismissed And this Defendant does also offer as a further cause of Demurrer to the Complainants said Bill which this Honble Court will have Still greater Reason of Surprize at such proceedings of the Complainant to Wit That the Agreement between the Complainant and this defendant concludes with a Clause which Expressly Stipulates that any variance Strife or Indifference or Controversy which Shall happen arise Grow or be between the parties their Executors or Administrators upon touching or concerning their Joint Trade or Undertaking or any their Buyings Sellings Accounts matters & things relating thereunto Shall upon reasonable Request made by each to the other of them Before any Suit Shall be commenced for

Articles of Agreement not of Partnership as alledged by the said Peter Mariette but that the said Peter Mariette has not complied therewith as the said Joseph Salomons can make appear by a Letter from the said Peter Mariette consequently has just foundation for a Suit. That it is on non compliance of the Articles of Agreement that the said Joseph Salomons Suit is Grounded and not on bare Supposition that it is certain that the said Peter Mariette has not nor does it appear that he intends to Invest the full amount of the Ballance which may remain in his Hands at his departure from this Place in Diamonds and to consign the same by the first Vessell that may Sail for England and that what the said Peter Mariette has asserted Touching the Difficulties and Impossibilities of Investing such Ballance which may so remain in his hands in such sort of Diamonds as the said Joseph Salomons has desired him to send to England The said Joseph Salomons conceives that it does not appear that the said Peter Mariette has as yet endeavoured to do it and as yet no breach of the Agreement is committed except on the part of the said Peter Mariette for non performance thereof and on which this Honble Court are to found a Decree. That the second Prayer is founded upon a Supposition that if the said Peter Mariette does not comply with the request of the said Joseph Salomons that then such Decree might be put in execution on a Non performance of such Decree to oblige the said Peter Mariette to comply with the request of the said Joseph Salomons that is to deliver such Ballance as may so remain in case the said Peter Mariette does not comply with such Decree However the said Peter Mariette is not to Judge whether such Prayer is absurd that being a matter to be determined by this Honble Court And has the said Peter Mariette paid any Attention to the Prayer that he might be obliged to consign such Ballance in Diamonds jointly to himself and the said Joseph Salomons he will find that it does rather doing him a Service than otherwise as it does left to him to Invest such Ballance in Diamonds and consign them jointly to himself and the said Joseph Salomons in order to abviate a loss which might happen if the said Peter Mariette should carry such Diamonds to

England

three Indifferent Persons to hear & determine the Same in manner as the said Clause does particularly specifie & In Answer to which the said Joseph Salomons begs leave to acquaint this Honble Court that he has frequently requested the said Peter Marriette would settle this Affair in an amicable manner and the said Joseph Salomons further saith that if the said Peter Marriette is inclined to call him to Account He is ready to Answer any Charge against him though the said Joseph Salomons is humbly of Opinion that such Menace shall not prevent him Making a just demand on the said Peter Marriette And the said Joseph Salomons further saith that the said Bill and the matters therein contained are Good and sufficient in the Law for the said Joseph Salomons to maintain his Suit against the said Peter Marriette And therefore as he the said Peter Marriette has not hitherto made an Answer to the said Bill the said Joseph Salomons prays Judgment and that his Damages occasioned by the Premisses may be awarded to him

John Palmer
Att[y] for the Compl[t]

Extract of a Paragraph of Articles of Agreement between Joseph Salomons & Peter Marriette

And lastly it is further Covenanted and Agreed by and Between the said Parties to these Presents that if any Variance Strife difference or Controversy shall at any time hereafter during the Continuance of the said Joint Trade and Undertaking happen to grow arise or be between the said Parties to these Presents their Exors or Admors Upon touching or Concerning their Said joint Trade or Undertaking or any their Buyings Sellings Accounts wares or things relating thereunto or for or touching any Covenant Matter or thing in these Presents contained that then and so often as Such Variance Strife & difference or Controversy shall happen that the Said Parties to these Presents their Exors or Admors shall upon Reasonable request made by each to the other of them before any Said Shall be Commenced for or touching the same cause to be elected Named and Chosen three indifferent Persons to hear and determine

Furnishing my House it was not sufficient. As to the Commissions from the Buyers & Merchants I have sufficient Witnesses to prove that It was agreed in England I should have that Profit for my self and It has always been known to be a Customary property belonging to the Buyer only; As to the five per Cent for Buying Mr. Salomons Diamonds in pranscan Law I have sufficient Witnesses to prove that, As to your Charging for House Rent I can not approve of it — Otherwise think it reasonable to Charge for my Maintainance until I leave this Country

My Ballance in the Account I delivered to you with the Bill omitted Amounts to ..... Pag.s 10242 27/60

To Interest received at Sundry times from sundry Persons amounts to ..... 206 2 —

Pag.s 10448 29/60

To Commissions upon Coral Sold Here and at Bengal I will send you

Ballance of above Accounts consist in as follows

To Cash for my Maintainance from December P. 4758 to Feb.y 5. 4760 Pag.s 1000

To my Voiage and Necessary Changes 500

To Cash I intend to leave with Mr. Smith to pay the Interest of Col. Herons Bill ..... 2000.

To Cash remaining in Diam.s & Cash ..... 6918.

Pag.s ..... 10448. 29/60.

The above Ballance I will invest in Diamonds which I will carry with me to Wrape, where I will settle with Mr. Salomons As to the Effects remaining I will deliver to my Attorney Mr. Ross.

a true Extract Examined & Compared with the Original

P. I. M. Stone
Not. Pub.
1760

Bill shall stand dismissed with Costs —

Pet.r

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of
Phelips Francis Greenslate

Sheweth

As My Indisposition renders Me Incapable of giving that Attendance which is required Humbly beg leave to Resign the Office of Attorney in this Honble Court for which Favour Your

Petitioner shall
Ever Pray &c.a
Phelips Francis Greenslate.

Read & Filed
the 29.th April 1760

To the Honble the Mayors Court
at Madraspatnam —

Humbly Complaining Sheweth unto this Honble Court your Orator Abraham Brohrie of Madras Merchant That Whereas Wandayah also of the same Place Merchant Stands Indebted to your Orator Upon a Note of hand ready to be produced When Required by this Honble Court in the full Sum of One Hundred and forty five Pagodas Making in Sterling money at the Rate of eights Shillings for every Pagoda Fifty eights Pounds and Whereas your Orator has frequently and in an Amicable Manner demanded Payment of the said Sum of One Hundred and forty five Pagodas from the said Wandayah

But now So it is may it please this Honble Court the said Wandayah as aforesaid Refuses your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a Generall Relief & that as to this Honble Court shall Appear agreeable to equity and good Conscience

the Complainants demand, This Court doth therefore think fit to Order & Decree & doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of One Hundred and forty four Pagodas together with such Interest as now is or shall hereafter become due thereon until full Payment is made, Also all Costs of this Suit

Pagodas

Read & filed
the 15th July 1760

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ivan Manhus Schroyder of Madras Mariner, That Catchaik Ovannas also of the same Place Merchant stands indebted to your Orator in the full and Just Sum of Fifty two Pagodas and an half Current Money of Madras which is Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of Twenty one Pounds or thereabouts as will more fully and at large appear by a Note of Hand of the said Catchaik Ovannas now in your Orators Possession and ready to be produced to this Honble Court when required which said Sum of Fifty two Pagodas and an half your Orator lent to the said Catchaik Ovannas to procure his Enlargement where a Prisoner at Pegue, And your Orator further sheweth unto this Honble Court that he has frequently and in an amicable manner Demanded payment of the aforesaid Sum of Fifty two Pagodas and an half from the said Catchaik Ovannas, But now so it is may it please this Honble Court the said Catchaik Ovannas wilfully and Obstinately refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the end therefore that the said Catchaik Ovannas may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before Alledged and set forth as fully truely and Effectually to

to Order and Decree, and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sume of Fifty two Pagodas and an half Current Money of Madraſs together with the usuall Interest as same is or shall hereafter become due thereon untill full payment is made Also all Costs of this Suit

P Cur

Read & Filed the 15th July 1700

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ioan Matthias Schreiper of Madras Mariner That Ioannes Arratoon also of the same Place Merchant Stands indebted to your Orator in the full and Just Sum of Fifty five Pagodas and an half which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sume of Twenty Pounds four Shillings as will more fully and at Large appear by a Note of Hand of the said Ioannes Arratoon now in your Orator Dopesion and ready to be produced to this Honble Court when Required which Said Sum of Fifty five Pagodas and an half your Orator Sent to the Said Ioannes Arratoon to procure his Enlargement where a Prisoner at Pegue AND your Orator further Sheweth unto this Honble Court that he has frequently and in an Amicable manner Demanded payment of the aforesaid Sum of Fifty five Pagodas and an half from the said Ioannes Arratoon But now so it is May it please this Honble Court the said Ioannes Arratoon wilfully and Obstinately refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the Said Ioannes Arratoon may upon his Corporal Oath above 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

The Defendant being in Court and acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Fifty five Pagodas and an half Current Money of Madraspatam together with such Interest as now is or shall hereafter become due thereon until full payment is made, Also all Costs of this Suit

Per Cur

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of Nella-
Cundaukar Sheevaramah of Madras Merchant

Sheweth

That whereas your Petitioner having on the fifteenth of this Instant July Presented to this Honble Court his Answer to the Bill of Complaint of Thomas Pelling the Attorney for the said Thomas Pelling after the said Answer was Read moved this Honble Court that Your Petitioner might be obliged to attest the same at the Pagoda Your Petitioners Attorney upon this motion requested that this Honble Court would not Grant the same said would be attended with a Considerable prejudice to Your Petitioner and upon this Honble Court to acquainting Your Petitioner with the Request of the said Thomas Pelling Your Petitioner then understanding that the forme of the Oath that should be administered to Him in the Pagoda would be the same of that always used by the Bramineny in this Honble Court the difference of the Race only excepted made very few Objections to the said Motion Upon which this Honble Court was pleased to Order that the Pagoda Oath should be Administered Your Petitioner But Your Petitioner being afterwards Informed of the Solemnitity of the said Oath was greatly Concerned that this Honble Court had Ordered

The

of his Veracity being Questioned by denying such agreement upon the Oaths usualy taken in Court. Your Petitioner is one of the most considerable Insurars in this place and has been so for several Years and in that time he has paid several Losses but never till now has the Veracity of his Policys been Contended. Your Petitioner has likewise set forth in his Answer that the Complainant has not produced any Proofs to him nor to this Honble Court that he ever had Effects to the Amount of the Sum Insured or to any other Amount on Board of the Vessell on which he made the Insurance when she left this Port, and this he well knows he must do before he can be intitled to recover any thing. Indeed he should have done it if he dealed fairly, before he could be entitled to his Suit in this Honble Court. But Your Petitioner begs leaves also humbly to offer this Present Request of the Complainant as an unfair Dealing, He can be no Stranger to the Customs of Your Petitioner and his cast, Yet seems very Probable that he has tryed this shorter method of making good his Losses in hopes that the Court may favour him so far as to Waive Your Petitioner to take this most Solemn Oath to avoid which that Your Petitioners will pay the sum sued for and have the suit withdrawn. But as Your Petitioner presumes that this will appear Contrary to the equity of this Honble Court, since Your Petitioner denies nothing in his Answer, but what it is incumbent upon the Complainant to prove and since Your Petitioner presumes the Suit it self from the very Face of it and the Circumstances set forth by the Complainant appears to be so ill founded Your Petitioner hopes and humbles Prays that this Honble Court will have a due Regard to his tender Conscience and the Custome established in his Cast from Generation to Generation and instilled into him from his tender Years and in a Case especially where Your Petitioner hopes there will not appear any Necessity to enforce Rigour and Severity excuse him from taking the most Solemn Oath to his Said Answer

Your Petitioner therefore humbly Prays the Rehearing of the Said Prayer of the Said Thomas Pelling And this Honble Courts Consideration of Your Petitioners

Poolay Vengajaw Pondudor and Chiriangah Chitty Lately residing
at this Place Merchants but have now absented themselves from hence
stand indebted unto your Orator in the full and just Sum of Three Hundred
and sixty eight Pagodas Twenty fanams and forty five Cash which in
sterling Money of Great Britain at the rate of Eight Shillings to every
Pagoda amounts to the sum of One Hundred and Forty seven Pounds
eight Shillings and one penny half penny all which will more fully
appear by an Account Current hereunto annexed to which your
Orator humbly refers and prays the same may be Admitted as
part of this Orators Bill of Complaint. For whereas the said Kistnah-
Poolay Vengajaw Pondudor, and Chiriangah Chitty did on or about
the twenty fifth day of April Last become bound unto your Orator that
incase one Azarat Mahomud Dyan Cawn Saib should not fully
discharge a Bond given by him the said Azarat Mahomud Dyan
Cawn Saib for the Sum of three Hundred and sixty five Pagodas twenty
six fanams and fourteen Cash on the said Twenty fifth Day of
April Last within one Month from the Date thereof that they the
said Kistnah Poolay Vengajaw Pondudor and Chiriangah Chitty
would then be answerable to your Orator for the same which
said Bond and Obligation are ready to be produced to this Honble
Court when required and the said Azarat Mahomud Dyan Cawn
Saib not having complied with the Terms of the above mentioned Bond
your Orator hath frequently endeavoured to find out the said Kistnah
Poolay Vengajaw Pondudor and Chiriangah Chitty in order to demand
the Amount of the said Bond from them, agreeable to their Obligation
given to your Orator as aforesaid, But now so it may please this
Honble Court your Orator hath been credibly informed that they the
said Kistnah Poolay Vengajaw Pondudor and Chiriangah Chitty toge-
ther with the said Azarat Mahomud Dyan Cawn Saib have absented
themselves from the Jurisdiction of this Honble Court in order to avoid
payment of your Orators Demand, your Orator therefore prays
a General Relief such as to this Honble Court shall appear agreeable
to Equity and good Conscience To the End therefore that the said
Kistnah Poolay Vengajaw Pondudor and Chiriangah Chitty
may upon their Corporal Oaths true and perfect Answer make to

all

D.r — Kistnah Poolay Vengajan Londudor & Chiranegah Chitty — C.r

1758		1758	
April 25th	To the Amount of Azarat Mahmud Dyan Canon Subs Interest Bond for which you were bound	365.26.14	May 30th By Ballance	368 20 15
May 30th	To Interest thereon to this Day	2.30.1		
	Pagodas	368.20.15	Pagodas	368 20 15

Fort St George 30th May 1758

Errors Excepted

Geo: Mackay

Read & filed the
1st July 1760

To the Honble the Mayors Court at
Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
your Orator John Dallaway of Madras Merchant That Conde Chitty Hishnah
also of the same place Merchant Stands indebted to your Orator in the full
and Just Sum of One Hundred and Sixty Pagodas six fanams and forty
Cash Current Money of Madras which in Sterling Money of Great Britain
accounting every Pagoda eight Shillings will amount to the Sume of Sixty
four Pounds one Shilling and seven Pence half penny or there abouts as
will more fully and at large appear by the Note 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 has frequently and in
an amicable manner demanded payment of the aforesaid Sum of One
hundred and sixty Pagodas six fanams and forty Cash of the said Conde-
-Chitty Hishnah But now so it is may it please this Honble Court the
said Conde Chitty Hishnah wilfully and Obstinately refuses to give
your Orator any manner of Satisfaction touching the Premises your Orator
therefore prays a General relief such as to this Honble Court shall appear
agreeable to equity and good Conscience To the End therefore that the
said Conde Chitty Hishnah may upon his Corporal Oath a true and per-
-fect Answer make to all and Singular the matters and things herein
before alledged and set forth as fully truely and effectually to all intents and
purposes as if the Same where here again repeated and Interrogated and
be Decreed to pay unto your Orator the aforesaid Sum of One Hundred
and Sixty Pagodas Six fanams and forty Cash 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 Honble Court to cause the Said Conde-
-Chitty Hishnah to be Summoned and Required by the Sheriff of Fort Saint
George Towne of Madraspatnam and the Districts thereof personally to
be and appear and 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 Palmer
atty for the Compt

Mayors Court at
Madraspatnam

Tuesday the 26th Day of August
Anno Domini 1760

Present

Francis Taylor Esquire Mayor
John Lewin Smith, John Debehaire
& Henry Eustace Johnson Aldermen

Between John Calland of
Madras Merchant Complainant and
Conde Chitty Hashnah also of the same
Place Merchant Defendant

Appearing to the Court that the Defendant had been served with the
usual Rules to answer the Complainants Bill, but wilfully and Obstinately
refusing so to do, This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and Just Sum of One Hundred and sixty
Pagodas, six fanams and forty Cash / Pagodas 160 6 40 / together with
such Interest as now is or shall hereafter become due thereon untill full
payment is made, Also all Costs of this Suit

J Call

Filed the
September 1760

To the Honble the Mayors Court at Madraspatnam

The humble Petition of John de Frees

Sheweth

That for a twelve Months past Your Petitioner
have

hereafter Grow due thereon, Also all Costs of this Suit ——

May it please this Honble Court to cause the Said Comrapah Chitty to be Summoned and Required by the Sheriff of Fort St George Towne of Madrass-patnam and Districts thereof Personally to and appear at a certain time and place to be by this Honble Court prefixed and appointed Then and There to answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree as to this Honble Court shall seem Meet ——

Archadale Palmer
Att.y for the Compl.t ——

Mayors Court at Madrasspatnam

L.S.

Tuesday the 23.d Day of September Anno Domini 1760

Present

Francis Fraylor Esquire Mayor
John Delamaire & Richard Brecheredene
Aldermen

Between Joseph Austine now Residing at this place Mariner Complaintiff and Comrapah Chitty also of the same place Merchant Defendant ——

The Defendant being in Court and acknowledging the Justness of the Complaintiffs Demand, This Court doth therefore think fit to Order and Decree & doth accordingly Order and Decree that the Defendant shall pay unto the Complaintiff the full and Just Sum of Four Hundred and fifty Pagodas Pagodas 450 together with such Interest as now is or shall hereafter become due thereon untill full payment is made Also all Costs of this Suit ——

J Cur

Mayors Court
Madraspatnam

(L.S)

Tuesday the 14th Day of October
Anno Domini 1760

Present

Frances Taylor Esquire Mayor
Peter Mostyn, Josiah Collaud
John Debonnaire & Richard Buckenden
Aldermen

Mayors Court

Between James Taylor of Madras Merchant Complainant and Shadashiva Mudeliar also of the same Place Merchant Defendant

The Defendant being in Court and acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five hundred and eighty three Arcot Rupees (Rs. 583) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made, Also all Costs of this Suit

Fiat

Complaint Filed the 13th September 1760

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator James Hay of Madras Merchant that Comrapah Chitty also of the same place Merchant stands indebted to your Orator in the full and just Sum of Four Hundred Pagodas Current Money of Madras which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of One hundred and fifty Pounds or thereabouts as will more fully and at large appear by a Bond of the said Comrapah Chitty now in your Orators Possession and ready to be produced to this Honble Court when required And your Orator further sheweth unto this Honble Court that he has frequently and in an amicable manner demanded payment of the aforesaid Sum of Four hundred Pagodas of the said Comrapah Chitty, But now so it is may it please this

Happearing by the Records of Court that the Defendant hath been Served with the usual Rules to Answer the Complainants Bill but wilfully and obstinately refusing so to do, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Four hundred Pagodas [Pagodas 400 ~] Current Money of Madras together with such Interest as there is or shall hereafter become due thereon until full Payment is made, Also all costs of this Suit

By Court

d and filed the
August 1760

To the Honble the Mayors Court at
Madras patnam

Humbly Complaining Sheweth unto this Honble Court your Orator Gerrah Jacob of Madras Merchant That Sattyana also of the same place Dubash stands indebted to your Orator in the full and just Sum of Two thousand four hundred and thirty five Pagodas twenty five fanams & two fifths two cash which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of Nine hundred and seventy four Pounds five Shillings & six pence three farthings or thereabouts as will more fully and at large appear by the Account Current hereunto annexed for the inspection of this Honble Court to which your Orator most humbly refers & prays the same may be Admitted as part of this your Orators Bill of Complaint and your Orator further Sheweth unto this Honble Court in order for the better securing the Payment of your Orators demand the said Sattyana Mortgaged to your Orator Two Houses & a Slope as will appear by the Title Deeds thereof now in your Orators Possession and ready to be produced to this Honble Court when thereto required and your Orator further Sheweth unto this Honble Court that he has frequently & in an amicable manner demanded payment of the Ballance of the above said Account Current from the said Sattyana But now so it is may it please this Honble Court the said Sattyana wilfully & obstinately refuses to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a General relief such as to this Honble Court shall appear agreeable to equity & good Conscience To the End therefore that the said Sattyana may upon his Corporal Oath a true and perfect Answer make to all and Singular the matters and things herein before alledged and set forth as fully truly & effectually to all intents & purposes

Mayors Court at
Madraspatnam

Tuesday the 4th Day of October
Anno Domini 1760

L.S

Present

Francis Taylor Esquire Mayor
Peter Mazielle, Isolen Callenbd
John Debonaire & Richard Brickenden
Aldermen

Mayors Court

Between Gerach Jacob of
Madras Merchant Complainant
and Sittapana also of the same place
Dubash Defendant

Happearing by the Records of Court that the Defendant hath been Served with the usual rules to answer the Complainants Bill, But wilfully and obstinately refusing so to do, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Thousand four hundred and thirty five Pagodas twenty five fanams and fifty two Cash (Pags. 2435 ,, 25 ,, 52) Current of Madras, with such Interest as now is or shall hereafter become due thereon untill full payment is made, and in Default thereof that the Mortgaged Premises shall be Sold and Conveyed for the Payment of the Complainants Demand, and in case the Mortgaged Premises should not be Sufficient to Answer the Complainants, That the Defendant shall pay the Complainant any Deficiency that may arise, Also all Costs of this Suit

J. Call

Read and filed the
4th February 1761

To the Honble the Mayors Court at
Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator George Shallow of Madras Merchant that Depator Neelacundaroo, Balabadra Chetty Alias Vishnadra Ameeras, Narasinga Chetty and Balasubrah do's also of the same place Merchants are possessed of one Insurance Bond or which said Bond the

demanded the said Bond of the said Pagadoo Nellacundadoo Palaboodadavy Shree
Kistnah Amoreas Nanasingadavy and Pala Kistnadoss but the said Pagadoo Nel-
lacundadoo Palaboodadavy Shree Kistnah Amoreas Nanasingadavy and Pala Kist-
nadoss wilfully and deceitfully refuse to give your Orator any manner of
Satisfaction touching the Premises your Orator therefore prays a Generall relief
such as to this Honble Court shall appear agreeable to equity and good Conscience
And the said therefore that the said Pagadoo Nellacundadoo Palaboodadavy Shree Kist-
nah Amoreas Nanasingadavy and Pala Kistnadoss may upon their Corporall
Oaths a true and perfect Answer make to all and singular the matters and things
herein before alledged and set forth as fully truely and effectually to all intents and
purposes as if the Same were here again Repeated and interrogated and that
they be particularly Interrogated whether they or either of them or one employed by
the rest did not come to the dwelling House of your Orator and receive the Sum of
One hundred and five Pagodas and whether they or either of them or one employed by
the rest did not receive the said Sum of One hundred and five Pagodas as Insurance
for One thousand five Hundred Pagodas on the said Shore Lively and at the same
time receive an Insurance Bond drawn out in the usual Manner and whether the
said Bond was not interpreted to them or to the one employed by the rest and also
whether they did not promise to execute the same and return it when Signed and also
what is become of the said Bond and delivered them and whether they did not pay the
Orator his usual Custom of five Pagodas when the said Sum of One hundred & five
Pagodas Insurance was paid in manner aforesaid That the said Pagadoo Nella-
cundadoo Palaboodadavy Shree Kistna Amoreas Nanasingadavy and Pala Kist-
nadoss be Decreed to deliver unto your Orator the said Bond duely executed or make to
the same effect duely executed in case the said Bond is actually lost as also to pay
All Costs of this Suit

May it please this Honble Court to cause the said Pagadoo
Nellacundadoo Palaboodadavy Shree Kistnah Amoreas Nanasingadavy and
Pala Kistnadoss to be Summoned and Required by the Sheriff of Fort Saint George
Town of Madras patnam and the Districts thereof personally to be and appear at a
certain time and place to be by this Honble Court appointed and prescribed 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 Palmer
Att[y] for the Compl[t]

provided the Condition and Tenour of the Insurance Bond should Run that
the Risque of the said Vessell should cease upon her arrival at the Port she was
bound to and that the Risque of these Defendants on the said Vessell should regard com-
-mence upon her leaving the said Port until her arrival here when the Risque should
cease meaning that they the said Defendants should have nothing to do with the
Risque of the said Vessell during her Stay at the Port She was bound to which
proposals of the said Defendants the Complainant were made Acquainted with
by the Interpretation of the said Thatlee Chitty Venkatta Chistnah upon which
the Complainant Replyed that he would draw out a Copy of a Bond according
to Custom provided the said Defendants would sign it upon which the Com-
plainant did draw out a Bond and delivered the same to this Defendant & Dagabo
Nidlacudden the Insurance Brokers as aforesaid which said Bond this defend-
-ant Showed to one Ram Shawbee who after the perusal thereof acquainted this said
defendant that the Conditions of the said Bond was according to the English Cus-
-tom And this in the said Bond no mention was made that the Risque of the
Insurers Should cease after her Arrival at the Port She was bound to and that
the Risque of the said Insurers Should not Commence again until her departure
from the said Port which Conditions not being inserted in the said Bond
This Defendant informed the said Defendants Balabadrah Dawy Sree Chistnah
Amorias Navasimpa Dawy and Balachistnachetty thereof who Refused to Signe
the said Bond which this Defendant soon after made the Complainant ac-
quainted with the and this defendant further Alledges that the said Thatlee Chitty Venkata
Chistna meeting with this defendant in the Street desired this defendant to endeavour to
prevail upon the said Defendants to Signe the said Bond And the better to prevail
upon the said Defendants He required of this defendant to take the amount of
the Insurance Promium along with Him to the said Defendants Balabadrah
Dawy Sree Chistnah Amorias Navasimpa Dawy and Balachistnachetty which this
defendant accordingly consented to in the Hope and Expectation that incase he
should Succeed And he should prevail upon the said Defendants to Execute the said
Bond and make the said Insurance he should Receive his allowance of a Quarter
p Cent as Broker on the principal Sum to be insured and at the same time the
said Thatlee Chitty Venkatta Chistnah promised to go along with this defendant to the
said other defendants and endeavour to Persuade them to finish the insurance
in the manner proposed by the Complainant upon which One Mootiah called
this defendant to his the said Mootiah's House and there paid this defendant the
Sum of one hundred Pagodas and the said Mootiah detaining from this

Chittee Vencatta Chistnah and again tendered the said Sum of Money and told the said Thallee Chittee Vencatta Chistnah that if he would not Receive it he would deposit it in the Mayors Court as he would not Run the Risque of the Moneys Remaining in his Hands at such Troublesome times To which the said Thallee Chittee Vencatta Chistnah Replyed that he would carry this Defendant along with him to the Complainant in Order to pay the said Money to Him since which the said Thallee Chittey Vencatta Chistnah put it off from time to time until the Complainant filed his Bill in this Honble Court

And the Defendants Balabadra Davey Shree Chistnah Ammees Nacasinga Davey and Balachistnah adds by his Gomastha or Guardians for themselves Say That they Never have been Possessed of any Insurance Bond of the Complainants as alledged in his Bill of Complaint and that the Complainant never proposed personally to these Defendants to Insure the Sum of One Thousand five hundred Pagodas at the Rate of Seven p Cent with an Abatement of ten p Cent incase of the Loss or any other Accident happening to the Vessell which might Affect the Risque of the said Sum of One Thousand five Hundred Pagodas as is Set forth by the Complainant in his said Bill And these Defendants positively deny that in Consequence thereof they ever Received any Consideration or Sum of Money for the said Insurance of One Thousand five Hundred Pagodas And these Defendants positively deny that they ever Received on the fourth Day of November last or on any other Day of the Complainant the full Sum of One hundred and five Pagodas as Insurance for the said Sum of One Thousand Five hundred Pagodas as the Complainant sets forth and they further deny that they ever Received of the Complainant any Bond as set forth by the Complainant That the same might be executed And these Defendants also deny that the Complainant ever applyed to these Defendants for the delivery of the said Bond But three days before the filing his Bill of Complaint in this Honble Court whereupon Conveyeth belonging to the Complainants Attorney Mr. John Palmer came to these Defendants in Conjunction with one Vazydenade belonging to the said Thallee Chitty Vencatta Chistnah and asked these Defendants if they had insured any Sum of Money on Account of the Complainant to whom these Defendants Replyed that they had Insured no Money or Risque on Accounts of the Complainant and these Defendants say that Some time in the Month of October Last the said Degatoo Neelacundoo an Insurance Broker Applyed himself to these Defendants the said Balabadra Davey Shree Chistnah Ammees Nanasinga Davey and Bala Chistnah Adds And asked these Defendants if they would Insure Seperately according to their Custom of Insuring the Sum of

One

further said that there was no Occasion for them to go to the other three Defendants as they said the same and Refused to Subscribe the said Bond and these four Defendants for themselves further Say that neither they or any one employed by them ever went to the Complainants dwelling House and Receive the Sum of One hundred and five Pagodas or any other Sum whatever for Insurance of the Sum of One thousand five hundred Pagodas on the Snow Lively nor did these Defendants at such time or any other time Receive any Insurance Bond drawn out in the usual manner And the said four Defendants say that never any Bond was interpreted to them or to any one employed by them And these Defendants further Say that they never did positively promise to execute such Bond unless the said Bond was drawn out in the manner already set forth by these Defendants and also Say that some time ago they heard that the said Bond mentioned in the Complainants Bill was Lost by the aforesaid defendant Degato Nerlacumladoo it being kept in his pocket and these four Defendants for themselves further Say that they did not pay three Pagodas to the Dubash upon Receiving the Sum of One hundred and five Pagodas as insurance as no such Sum was ever paid these Defendants, and as to the Complainants Requesting that these Defendants may be decreed to deliver the said Bond duly executed as one to the like Effect duly Executed These Defendants as also the Defendant Degato Nerlacumladoo are jointly of Opinion that they are not Responsible to the Complainant for the Same

All which matters and things these Defendants are ready to aver maintain and prove as this Honble Court shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges on this behalf most wrongfully Sustained

Archdale Palmer
Att^o for the Def^ts

The Replication of George Strattone of Madras Merchant Complainant to the Answer of Degatoo Nerlacumladoo Balabodqua Doss Shivchurn Armoogum Narrainsingh Dossy and Balachetno dass by his Gomastah or Guardian Ingadass of Madras Merchants Defendants

This Repliant now and at all times hereafter saving and reserving &c

Replyant visited some time after the said Bond with the Premium of Seven p Cent mov
delivered to know that the Risque of the said Sum of One thousand five hundred Pagodas
was only to be from this Port to Pegue when the Risque was to Cease and so continue
till the Vessell should sail for this place nor did he ever mention that Circumstance until
there was Intelligence of the Disturbances at Pegue by which the said Snow Liberty was
Seized by the Inhabitants of Pegue and on which said Vessell was the said Sum of
One thousand five hundred Pagodas as already set for this Replyant admits that
the said Thatlee Chittee Venecatta Chetty might desire the said Degatoo Neelacundo
doo to receive the Premium in order to pay himself and the Rest of the Insurers of the said Sum
of One thousand five hundred Pagodas but denies that the said Thatlee Chittee Venecatta
Chetty offered a quarter p Cent for his Trouble as a Broker or that he would go along
with the said Degatoo Neelacundoo to the rest of the Insurers to prevail on them to
finish the Insurance nor does there appear the least probability on the said Degatoo
Neelacundoo's assertions as it must appear very clear to this Honble Court that a
Premium of Insurance could have had very little weight with the Rest of the Defend-
ants had they not Agreed to Insure the said Sum of One thousand five hundred
Pagodas on the reasons already alledged by this Replyant nor would the said Degatoo
Neelacundoo have received the said Premium of Insurance had he not Abided the terms of In-
surance This Replyant admits that the said Degatoo Neelacundoo did go to this Replyants
Servant Mootiahs House to where the said Mootiah paid him one Account of the said Insur-
ance including the one Pagoda before paid him / the Sum of One hundred and four Pagodas
being the Premium of Insurance on the said Sum of One thousand five hundred
Pagodas but denies that the said Mootiah detained the Sum of two Pagodas from the
said Degatoo Neelacundoo but that the said Degatoo Neelacundoo gave the said
Mootiah Voluntarily two Pagodas being a Custom allowed by Black Merchants to
Gentlemens Dubashis Nor was the said Degatoo Neelacundoo compelled to Receive the
said Premium of Insurance This Replyant has heard that Thatlee Chittee
Venecatta Chetty sent his Conveyply Venecatta Narrain with the said Degatoo Nee-
lacundoo to Balabodruahs Davys House about the said Bond but is not acquainted
what discourse passed between them relating thereto This Replyant does not Ad-
mit to be true what the said Degatoo Neelacundoo alledges relating to his being
Desirous of delivering up the said Bond were it not for the Insurance Money
until he got Intelligence of the Disturbances at Pegue but on a Supposition that
such assertions was true This Replyant conceives that it can in no ways affect his
Demand as the said Degatoo Neelacundoo accepted one Pagoda as binding the
Insurance and Agreed to Sign the said Bond on the rest of the Insurers return

" the manner he prepossed to the said Dagaloo Neelacuntadoo " Vpon one other part of the
said Answer after the said Quotation the said Dalabodnaib Dawy & sorts jointly
with Shee Chetnah Ammones Nanasinga Dawy and Dalakistnadoss " That never
any Bond was Interpreted to them nor to any one Employed by them " which this Replyant
most humbly conceives Contradicts the former Assertion for this Replyant would be glad
to know how the said Dalabodnaib Dawy Shee was acquainted that the Terms or
Conditions of the said Bond were not drawn upon the manner he proposed
to the said Dagaloo Neelacuntadoo had not such Bond been Interpreted to him
This Contradiction on Oath must convince this Honble Court of the little Regard the
said Dalabodnaib Dawy has paid to his Oath which ought is to be paid or hoped,
that this Honble Court will have particular Regard to one swearing this Cause, This
Replyant therefore humbly prays that the said Dagaloo Neelacuntadoo Dalabodnaib
Dawy Shee Chetnah Ammones Nanasinga Dawy and Dalakistnadoss may be obliged
to execute and give this Replyant a Bond in the manner and form as set forth
in this Replyants Bill of Complaint being no more than what was Agreed on
between this Replyant and the said Dagaloo Neelacuntadoo who was joint in sur-
ance with the other four Defendants and not a Broker as he has asserted. Nor is it to
be immagined that this Replyant would only Insure a Sum of Money from Fort St
Pegue where the Risque was to cease till the Return of the Vessell to this Place but
to include all Risque whatever from this Port to Pegue at Pegue and until the said
Vessell should Arrive at this Port and as a further Proof that the said Dagaloo Neela-
cuntadoo did not appear as a Broker in this Affair he gave this Replyants Servant
the Sum of Two Pagodas a Custom or Brokerage Allowed by Black Merchants
to Gentlemens Dubashs All other part of the Defendants said Answer
being nothing more than the Advice and opinion of People concerning
concerned in the present Suit this Replyant conceives it Requires no further Reply-
tho' indeed it be true or false it cannot affect the present demand as to the said Dagaloo
Neelacuntadoo tendering the Premium of Insurance to this Replyants Dubash's
or Servants this Replyant is unacquainted therewith nor is it Material to the present
Suit as the said Defendants never made the least objections to the said Bond of
Insurance until Advice arrived of the said Vessell being Siezed by the Inhabitants
of Pegue to which place the said Vessell was Bound to which Advices came to Hand
some days after the said Bond with the Premium of Insurance was delivered to the
said Dagaloo Neelacuntadoo in manner aforesaid All which matters and
things this Replyant is ready to aver maintain and prove as this Honble Court shall direct

to distribute to the Several People this Defendant was to procure to Insure the Same which
ordinarily covers Bonds with the Business of a Broker and which this Defendant had no
Business at all to Receive Said he been only a Saint insurer and which he Received as
aforesaid Especially in his said Answer at the Request of the Replyants Servant as Broker
to procure the said Insurance made which not Succeeding the Replyants said Servant
Shalle Christo Venezetta Mustrate sent this Servant to the House of Dalabertrie & Davey
one of those Defendants together with this Defendant to know of him whether he did not
Approve of the said Bond but did not demand the Execution of the Same which it is
presumed he would have done Had he thought the Insurance made and which Message this
Defendant verily Believes came from the Replyant Himself and not as for the purpose that this
defendant acted as Broker as aforesaid This Defendant alledges that upon the delivery
of the Bond by the Replyants Dubash Mootaia in the Black Town the said Dubash
told this Defendant or ordered to that purpose that in case the Insurers consent or approve
of the said Bond that this Defendant must first acquaint him of it as he the said Mootaia
would come and see it Executed And which said direction this Defendant verily believes
came also from the Replyant Himself This Defendant denies that the Replyant ever
proposed to this Defendant to insure the said Sum But admits that the Replyant told this de-
fendant that he wanted to Insure the same on a Vessell which was then sailed for Pegue
from this Place and back again when this Defendant Replyed the naked Speake to the insurers
and this Defendant also denies that he ever told the Defendant that the said Sum was
too Large a Sum for him to insure and that he should undertake to get Some other
Person or Persons to ensure jointly with him as he never had Such Intention and
which is Contrary to the Custom where there are more than one Insurer

This Defendant admits to have Carried a List of the
Names of the Insurers to the Replyant a day or two after he Received the Bond
before set for by this Defendant But denys that they were to insure jointly with
him or that this Defendant desired the Replyant to draw out a policy of insurance in
the usual manner as in the English and that the Risque of the said Sum was from
this Port to Pegue and back again to this place on the said Snow Lively This Defend-
ant alledges that when he carried the said List he told the Replyant that the said Defendants
were willing to insure the said Sum each of them Separate as much as he should
Chuse of the said Sum provided the Condition or Tenour of the said Policys should
be that the Risque should cease upon her Arrival at the Port she was bound to
and that the Risque on the said Vessell should again commence upon her Leaving
the said Port until her Arrival here Where the Risque should Cease Meaning
that

in his Answer to the Complainants Bill to which he now Refers this Honble Court
now does this defendant think the Recieving the same was any proof that the Insurance was
made & did not was very Necessary for this Defendant to be furnished therewith in order to facil-
itate the Execution thereof As to the Replicants demand that the said Thallee Chitty Ven-
catta Chitnah offered this defendant a Quarters Rent for his Trouble as set forth in his Replic-
ation to which this defendant cannot help expressing his Surprize at as the Replicants
will find upon perusing the Answer of this defendant that he never asserted that he did
make any such offer. This defendant answer alledged that what he then did was in the
hopes & Expectation that he might Receive the same should be Secured in procuring the
Insurance made which Brokerage he is always paid out of the premium Replicant
admits that his taking the said premium was at the Request of the said Thallee Chitty
Vencatta Chitnah and the Replicant also Admits to have heard that his said Dubash
Thallee Chitty Vencatta Chitnah did send his Conveyance with this Defendant to the House
of Palabrahmin & Dawson if the said defendants about the said Bond but positively to be
Ignorant of what Conversation passed which this defendant cannot help expressing
his great Surprize and hopes it will not escape the Notice of this Honble Court that the
Replicant should be acquainted with the purport of the said Vencatta Narrain & Coward
and be totally Ignorant of what was the Issue thereof But as that not does not Serve his
purpose the Relation of it is better left alone on his part But which to this Defendant
thinks too Material for him to permit it to escape his Notice Howevere this defendant
is humbly of opinion that what the Replicant has Admitted on some Measure
proves the Assertion of this defendants that the said Insurance was not agreed to by
the said Palabrahmin & Dawson otherwise there would be no Occasion for the Replicants Dubash
to send the said Palabrahmin Dawson about the said Bond but as this Defendant will prove
in due time what really was the Business the said Dubashs Servant was sent on and
what Conversation passed therein the truth of this Defendant said Assertion will
appear clear and Conspicuous to the Judgment of this Honble Court to Repeat which
this Defendant thinks needless at present But Refers to his said Answer which he
has set for the same at Large This Defendant cannot Admit that the taking the
Premium of the said Thallee Chitty Vencatta Chitnah can in any wise tend to the
Prejudice of this defendant This Defendant denies as is already set forth in his said An-
swer that voluntarily paid the said Monthraith Ino Pagodas as Custom but that
the same was detained from him and was in fact more than what this Custom
Amounted to which is at the usual Allowance of one Eighth of Cent would only A-
mount to One Pagoda seven Eighths on the Sum of fifteen hundred Pagodas which

Sum

in this defendants said Answer how could this defendant consent to the same This
defendant still insists that he did tell the said Trustee Chetty Veerattia Chetty that
if he Defendant taking the premium back he would depart the same to the Magors
Court to which this Defendant doubts not being able to prove which was on Account of
the Appearance of some troubles in the Country which premium this defendant still insists
was delivered conditionally to this defendant and as this defendant could not prevail upon
the said other Defendants to make the said insurance he tendered it again to the Replyants
said Dubash which is fully set forth in this Defendants Answer as to the Replyants further
demand appears Clear to this Honble Court that these Defendants Palaboorum Doray Stree
Nistnah Amorees Nacasinga Doray and Palakrishna Doss by this Commission Deged to and
agreed jointly with the said Defendant Dagatoo Nelacunta Roo to insure the said Sum of
One Thousand four hundred Pagodas by the said Dagatoo Nelacunta Roo bringing in the
Names of the said Defendants and Receiving the one Pagoda deposit alledged This Defend-
ants still deny the same as is fully set forth in their Answer to the Complainants
Bill of Complaint to which they more beg leave to Refer this Honble Court and these
Defendants presume that such insignificant proof will have no weight with this
Honble Court and in Respect to the Pagoda being one of these persons these defendants
allege as is before set forth that it was Received by the other Defendant Dagatoo Nela-
cunta Roo, without the names of these Defendants were not known to the Replyant so that
Supposing the said Pagoda was or any way be binding or Accomplishing the
insurance which these Defendants absolutely deny it could never be so to
these Defendants, And as to the Replyants assertion that these Defendant Daga-
too Nelacunta Roo's Narration of the Loss of the said Policy seems to be an Artifice
to deprive the Replyant of his just Rights as to the Loss of the said Bond
is true and what might very easily happen although the Replyant seems to ex-
press such doubt of its being Lost that many as the said defendant had other Cloaths sent
to waste at the same time and the paper much more by being carried about him
so long, and the said Defendant alledges that he used all his endeavours to procure the
Same of the Washerman but to no Effect and is greatly surprized to hear that the
Replyant has Charged these Defendants with an intend to deprive the Replyant of
his Right as the Replyant would willingly procure this Honble Court and as a
further proof that these defendants never agreed to the Policy and that the same was
not executed these Defendants perhaps it may be Remembered by this Honble Court
that at the time of the delivery of the said Policy to the said Defendant Dagatoo Nela-
cunta Roo by the said Moothaia to the Replyants friend Dubash the said Moo-
thaia told this Defendant that if these other Defendants consented as per

for Conditions of the said Bond were not drawn up in the manner as proposed to the
said Dagatoo Nerlacumtadoo Yet in another part of the said Answer these defendants
says That never any Bond was interpreted to them to any one employed by them
Now all the information this defendant had of the said Bond was that the said Dagatoo
Nerlacumtadoo told him he had Caused the said Bond to be perused and that the terms
or Conditions of the said Bond were according to the Customs of the English and that
there was no such terms or Conditions in the said Bond as these defendants propose
now to prove the said defendant Guilty of the Contradiction he is charged with Either
the Pepitgard must prove that the said Dagatoo Nerlacumtadoo was Employed by him
or that what the said Dagatoo Nerlacumtadoo told this said defendant was an interpre-
tation of the Bond neither of which this Defendant presumes was the Cause and this de-
fendant presumes this Honble Court will be of opinion that the said defendants answer
to be interrogated as was entirely Consistent with the Oath and would have Leave that
the said Bond been interpreted to them as therein exclusive of the rest had been employed
by the others which Charge of the Pepitgard against this defendant these defendants
hope will not except the Notice of this Honble Court as the Pepitgard has himself requested

These defendants would further observe to this Honble
Court that by the Steps the Pepitgard has taken in demanding only the Execution of
a Policy Leaves Endeavor these defendants to believe that he is himself very dubious
whether he has a Right to demand the Sums insured

And these Defendants further to endeavor this Honble
Court to believe that they never could never Consent to the said insurance in the manner
proposed by the Pepitgard would Refer this Honble Court to the terms of insurance
made by some of these Defendants East for Mr Thomas Pelling which has lately been
the Cause of another Suit in this Honble Court where it will appear the terms are
entirely the same with those Defendants proposed to the said Dagatoo Nerlacumtadoo

And these defendants Dagatoo Nerlacumtadoo further Alledges
that the Sum of Two Pagodas detained by the Pepitgards Servant was too Inconsidera-
ble that could in no wise induce him Peppanah to for the said insurance and all these
defendants for themselves say that they are in no Shape Accountable to the Pepitg-
ard for the said Policy and for further matter these defendants would refer this Honble Court
their said Answer to the Pepitgards Bill 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

of Money if Yea what was the Sum proposed to be insured And what Answer did such Person make to such proposal, what p Cent Premium was to be paid for such Insurance And to what Place or Places was the said Sum to be insured and what Risque was the Insurer or Insurers to Runn Was there was there not any bond what Sum paid at that time to such Person and who paid it Did or did not such Person ever come to the Complainant afterwards if Yea How long after did he or did he not give a List of any Persons Names at that time or any other time and where what were the Names of all such Persons and for what Insurd did he give such Names and to whom Did or did not such Person give any direction in drawing up a Policy of Insurance if Yea what Policy of Insurance and what was such direction to whom was such direction given and in what Language was the said Policy to be wrote who wrote it to what Place or Places was the Risque of the Sum to be insured or what Risque were the Insurers to Runn what were the Names of all the Insurers and what was the Sum Insured Was or was not such Policy of Insurance drawn up and delivered such Person If Yea by Whom Did or did not Such Person take Such Policy of Insurance If Yea Did he or did he not Say any thing Relating thereto at that time If Yea what was it He so Said Was there or was there not any bond what Sum paid Such Person after the said Policy was Subscribed If Yea who paid it and on what Account and at what place Did or did not Such Person or Agent of the said Sum give any bond what Person name and what Sum or for on what Account to the Best of Your Knowledge and belief Particularly Declare?

Do You Know or can you Say any other Matter or Thing Material for the Complainant in this Cause if You declare the same as you know have heard or do believe with the Reasons of such your Knowledge & belief

John Salmon
Att.ᵒ for the Compl.ᵗ —

Between George Stratton Complainant and Dagabee Nadiacum Kare Dalabo-Dinde Dawy Bree Bleistrate Answers Nara Swaga Dawy Son Bala Bashna to Dofs &c this Commissate Defendants — —

Mayors Counsel

Mackaspaharn

Depositions of Witnesses in this Cause Taken Sworn and Subscribed before the Examiners

by the Complainant to the said Dagaloo Nerlacundadoo who took it and told the Complainant that he would get it Signed and this Deponent saith that the Sum of One hundred and five Pagodas was paid to the said Dagaloo Nerlacundadoo after the delivery of the said Policy by Mootiah being the Promium of the Insurance that the said Sum was paid to the said Dagaloo Nerlacundadoo at the House of the said Mootiah And more saith not to this Interrogatory 2

4 To the fourth Interrogatory this Deponent saith that the aforesaid Dagaloo Nerlacundadoo upon Receipt of the said Sum of One hundred and five Pagodas gave the said Mootiah two Pagodas as Custom and more this Deponent saith not to any particular Question ingraved off or this Interrogatory 2

Mathews Exam.t

Thallee Chittee Venkaty Vishnaw

Between George Stratton Complainant and Dagaloo Nerlacundadoo, Balaboorniah Dasey Stree Vishnaw Innaces, Narasinga Dasey and Balakistnia Dasey by his Gomastah Defendants

Madraspatnam

Depositions of Witnesses in this Cause taken by and before the Examiner on this Court as follows 2

Mootiah of Madraspatnam Dubash Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 4th Day of August 1760 Sworn at the Office of Mr Sydenham Palmer Attorney for the Defendants by Canacapa who left a Note of the Name Title and place of Abode of the said Mootiah and afterwards on the same Day being Sworn & Examined deposeth as follows 2

1 To the first Interrogatory this Deponent Saith that he has known the Complainant 6 Years or thereabouts, Dagaloo Nerlacundadoo and Balaboorniah Dasey 5 Months or thereabouts but has no Knowledge of the Defendants Stree Vishnaw Innaces Narasinga Dasey or Bala Kistnaw Dass 2

3 To the third Interrogatory this Deponent saith that to his Knowledge the Complainant did Enter Thallee Chitty Venkaty Vishnaw to get a Sum of Money insured for him that he brought Dagaloo Nerlacundadoo to insure the said Sum of Money, that the Complainant did the said Thallee Chitty Venkaty Vishnaw propose to him the insuring the said Sum of Money that the Sum proposed was fifteen hundred Pagodas that the said Dagaloo Nerlacundadoo

Between George Stratton Complainant
and Dagadoo Nellacundadoo Calabooroo Dawg
Shee Vishnaih Amoroo Narrasinga Dawg and
Balakistnaih Dogs by his Comrs to Sagadoo
Defendants

Mangoo Couzlat
Nadrajapatnam

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

Cause Stat of Madras Dubash Aged 41 Years or thereabouts being Produced
as a Witness on this Cause on the part of the Complainant was on the 4th Day of August
1760 Summoned the Office of Mr Jno Lindle Solomon Attorney for the Defendants
by Constable who left a Note of Warning The said parties of the said Cause then
and afterwards on the same Day being Sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent Saith that he knows the Complainant 2 Years or thereabouts and Dagadoo Nellacundadoo 7 Months or thereabouts but knows no Knowledge of the Defendants Balakistnaih Dawg Shee Vishnaih Amoroo Narrasinga Dawg or Balakistnaih Dogs

2 To the Third Interrogatory this Deponent Saith that to his Knowledge the Complainant did Order Thallee Chitty Venceta Chistnaih to Negotiate Sum of Money Insured for him and that the said Thallee Chitty Venceta Chistnaih brought the Defendant Dagadoo Nellacundadoo to the Complainant to Insure the said Sum of Money that the Complainant was proposed to them to insure the Sum of fifteen Hundred Pagodas and that the said Dagadoo Nellacundadoo told the Complainant that he could not insure the whole Sum himself but that he would go and get some of his Cast to be Concerned on the him that the Premium Agreed upon for such Insurance was Seven p Cent and that the said Insurance was to be from this Port to Pegue and back again and that the Insurers were to Bare the usual Risques and this Deponent Saith that there was One Pagoda paid at that time as earnest to the said Dagadoo Nellacundadoo but he this Deponent does not Know whether it was paid by the Complainant or the aforesaid Thallee Chitty Venceta Chistnaih and further Saith that the said Dagadoo Nellacundadoo did Deliver again to the Complainant a few days afterwards and gave him a List of Persons Names who had Agreed to insure the aforesaid Sum of Money Viz Dagadoo Nellacundadoo Balakistnaih Dawg Shee Vishnaih Amoroo Narrasinga Dawg and Balakistnaih Dogs and this Deponent Saith that the said Dagadoo Nellacundadoo desired that the Policy of Insurance might be drawn in such manner as to the English form and worded in

Come there if You did any Duty comes along with the said Venkatta Narrain and who
was it, and how long was it one or what Years, Months and long and what Business did
the said Venkatta Narrain Come on to the said Balabedrah Davoy, declared not
any Conversation past between the said Venkatta Narrain and the said Balabedrah
Davoy Relating to the Signing of any Insurance Bond or Bonds, If Yea or what was
such Bond or Bonds or and or what was the purport of such Conversation that past
between the said Venkatta Narrain and the said Balabedrah Davoy and the said
Venkatta Narrain Relating to the Signing of such Bond or Bonds both on the
part of the said Venkatta Narrain and the said Balabedrah Davoy Who he doth Declare
Declare all you know and do Believe & hope thereto with Your Reasons at Large for such
as your Knowledge and Belief

Last ..... Do you Know or can you say any other Matter or Thing Material for the
Defendants on this Cause

If Yea Declare the same with the your Reasons at Large

Ax Archdale Palmer
Clerk

Mayors Court
Madraspatnam

Between George Stratton Complainant &
Dagadoo Neelacuntadoo, Balabedrah Davoy,
Shee Krishnah Amavee, Narrasinga Davoy and
Krala Krishnah Dass Defendants

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

Venkatta Venkatashia of Madras Merchant Aged 27 Years or thereabouts
being produced as a Witness on this Cause on the part of the Defendants was on the
7th days of June 1760 Sworn at the Office of Mr John Palmer Attorney for the Com-
plainant by Camacya who left a Note of the Name Title and place of Abode of the said
Deponent Venkatashia 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 has known Dagadoo Neelacuntadoo 6 Years Balabedrah
Davoy about 10 Years, Shee Krishnah Amavee, and Narrasinga Davoy 5 Years
and Krala Krishnah Dass 10 Years or thereabouts

To the Second Interrogatory this Deponent Saith that he is Acquainted with
Dagadoo Neelacuntadoo that he is a Banker and saith he is Acquainted with Balab-
edrah Davoy another of the Defendants on this Cause, that he this Deponent has

often

Balabadra & Dawy another of the Defendants in this Cause sworn saith that he has
known at the House of the said Balabadra & Dawy and saith that he is acquainted with
Venerby Narrain but does not know in whose Service he is, that to his Knowledge the
said Venerby Narrain was at the House of the said Balabadra & Dawy that the
Deponent was present at the same time and further saith that the said Venerby
Narrain was Severely reviled by the Defendants Dagadoo Neelacundadoo that it was
about three Months past but the this Deponent does not Recollect the Month or Day
and saith that the said Venerby Narrain came to the said Balabadra & Dawy and
an Insurance Bond for him to Sign that the said Balabadra & Dawy told him
that if he would Insert in the Bond that his Risk was to Cease upon the Ships
Anchoring in Port he would Sign it upon which the said Vincerby Narrain
told him that he would go and Acquaint his Master therewith, and never came
more Saith not to this Interrogatory —

2 3 To the third and last Interrogatory this Deponent Saith not to any particular
Question enquired of in this Interrogatory —

Mat Clarke
Coram

Exd per Cee

INTERROGATORIES to be Administred to such Witnesses as shall be produced
Sworn and Examined on the part of the defendants in a Certain Cause wherein George
Strathen of Madras Merchant is Complainant and Dagadoo Neelacundadoo of
Madras Insurance Broker, Balabadra & Dawy Shee Kistnah Annavee
Narrain and Dawy and Bala Kistnah also by his Gomastha Defendants of Madras
Merchants and Defendants —

To all the Witnesses 1 Imprimis Do you Know the parties Complainant and Defendants
in this Cause or either of them If you have long have you so Known Whether or not and
for what Reason or Reasons Declare —

To Mat Clarke 2 Did you & did you not at any time or times deliver any Policy
or Policies of Insurance to the defendants Dagadoo Neelacundadoo if yea or how and
what Policy or Policies of Insurance did you so deliver to the said defendant Dagadoo Nee
lacundadoo Did or did not any Conversation pass between you and the said Dagadoo
Neelacundadoo Relating or any ways Concerning the Executing of such Policy or Policies of
Insurance if Yea or how and what was the whole of such Conversation Declare —

To Marcar Bangaroo Reed & Chas Mackie 3 Do you or do you not Know of the Defendants Dagadoo Neelacundadoo
having Tendered or offered to the Complainant or any one for Him any Policy of
Insurance together with any Sum or Sums of Money If Yea where or in what time

N —

Mayors Court
Madrasapatnam

Between George Shallow Complainant and
Dagatoo Nallacumtadoo Balabadraigh Dawg
Siva Chistnah Amorass Narasinga Dawgaru
Bala Chistnah Defendants

Depositions of Witnesses on this Cause taken Ex and before the Excommissioners
in this Court as follows

Markah of Madras Dubash Aged 28 Years or thereabouts being produced as a
Witness on this Cause on the part of the Defendants was on the 23 days of August
1750 Sworn at the Office of Mr. Thos Palmer Attorney for the Complainant
by Commission who left a Note of the Name Title and place of Abode of the said Markah
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
about 6 Years the Defendant Dagatoo Nallacumtadoo 4 Years Balabadraigh
Dawg 6 Months and Siva Chistnah Amorass 2 Years or thereabouts but has no
Knowledge of the Defendants Narasinga Dawgaru Bala Chistnah Deposs

2 To the Second Interrogatory this Deponent Saith that a Policy of Insurance
was delivered to the Defendant Dagatoo Nallacumtadoo about Six or Seven
Months past by Siva Chistnah but the this deponent
does not Recollect notwithstanding that the Policy of Insurance so delivered was upon
the Loading Goods from this Port to Pegue and back again that the defendant Dagatoo
Nallacumtadoo told the Complainant that he should only Insure the Risque of the
Seas, and that his Risk was to Cease upon the Safe Arrival of the Vessell at Pegue and
during her Stay there, but the Complainant told them that he was to Insure all Risks
till the Vessell Returned and was Safely Anchored in this Port of Madras and Saith
that the above Conversation passed a few days after the Delivery of the above mentioned
Policy of Insurance and more Saith not to this Interrogatory

3 To the Sixth Interrogatory this deponent Saith that he does not Know but has been
informed of the Loss of the Insured Goods mentioned in the proceedings had in this
Cause that the News thereof arrived here by the Shaftesbury Captain Eagles but the
this deponent cannot Ascertain the time when the News Arrived here and further
Saith not to this Interrogatory

7 To the Seventh and Last Interrogatory this Deponent Saith not

to

Mayors Court
Madrasapatnam

Between George Stratton Complain
and Dagarloo Nellacundadoo Calabadoo
Davey, Arrakistnah Ammen Nanasinga
Pillay and Bala Krishnachetty his
Comasta Defendants

Depositions of Witnesses on this Cause taken Interpreted before the
Examiners in this Court as follows

Chinnapiah of Madras Merchant Aged 27 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendants was on the
23 day of August 1760 Sworn at the Office of Mr John Palmer Attorney for
the Complainant by Camacapa who left a Note of the Name Title and place of
Abode of the said Chinnapiah and after several words on the same day being Sworn and
Examined deposeth as follows

1 To the first Interrogatory this Deponent Saith that he has known the Complain-
ant 3 Years but has no Knowledge of the Defendants

2 To the third Interrogatory this deponent Saith that he knew the defendant
Dagarloo Nellacundadoo about Seven Months past at the Complainants
House with a Paper in his Hand and Saith that upon this his deponents
asking him what it was the said Dagarloo Nellacundadoo told him
that it was a Policy of Insurance and further Saith that he this deponent does
not know of his having offered it with a View of Money to the Complainant
and more Saith not having particular Question enquired of in this or the
last Interrogatory

Chinnapiah

Matt Clayhill
Exam

Date	Vessells Importing	Tonns	where or to whom belong^{d}	Commanders Names from whence Arr^{d}
1764 Nov^{r} 15	Ships Shaftsbury	199	The Honble Company	Coimbatoor Inglis Batavia & Negrais

I do hereby Certifie this to be a true Extract from the Ships Book in my Office
Fort Saint George 2 September 1765

Dan^{l} Mase
Sec^{ry}

Mayors Court

Madrispatnam

Tuesday the 14 Day of October
Anno Domini 1760

L. S.

Present

Francis Taylor Esquire Mayor
Peter Mannette, John Calland
John Delmaire & Richard Brickenden
Aldermen

Mayors Court

Between George Stratton of
Madras Merchant Complainant
and Dugadee Narlacondadoo, Bala-
chedria & Davoy Sree Vistna &
Innoves Narasinga Davoy, and Bala Vistna &
Doss also of the same Place Mer-
chants Defendants

This Cause coming on to be heard and Debated this day in the Presence of the Defendants Dugadee Narlacondadoo and Balachedria & Davoy and of the Attorneys on both Sides, On Reading the Complainants Bill, the Defendants Answer, the Replication, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendants, as also one Exhibit on the part of the Defendants, on hearing the Pleadings made use of by the Attornies and on due Consideration had

Thereon

Interest that and be Decreed to pay unto your Orator the aforesaid Sum of four hund
red and eighty Pagodas with such Interest as now is or shall hereafter become due
thereon until full payment is made but in default thereof that the Mortgage
Premises be sold to satisfie such Principal and Interest and in case the Mortgage
Premises when Sold shall not be sufficient to pay such demand that the said
Milapore Comma pay such Deficiency and Costs May it please this Honble
Court because the said Milapore Comma pa be Summoned and required by the
Sheriff of Fort Saint George Town of Madras patnam and Districts thereof
personally to be and appear at such time and place to be by this Honble Court
appointed and prosecute them 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 Palmer
Att.y for the Compl.t

Mayors Court
Madraspatnam

Tuesday the 28th Day of October
Anno Domini 1760

Present

Francis Taylor Esquire Mayor
John Calland, John Debonaire &
Richard Benyon Aldermen

Between Geereetz Jacob of
Madras Merchant Complainant and
Milapore Commapa Chitty also
of the same place Merchant Defendant

The Defendant being in Court and acknowledging the justness of the
Complainants Demand This Court doth therefore Decree Order and
Decree and do hereby accordingly Order and Decree that the Defendant shall pay unto
the Complainant the full and just Sum of Four hundred and eighty Pagodas
Pag.s 480 together with such Interest as now is or shall hereafter become due
thereon until full Payment is made or in Default thereof that the Mortgaged
Premises shall be Sold in and towards the Payment of the Complainants
Demand

1744.

Demand, And Incase the Amount of the Mortgaged Premisses Shall not be Sufficient to discharge the Complainants Demand, That the Defendant Shall pay unto the Complainant every Deficiency as that may arise, as Also all Costs of this Suit —

J. Cur

To the Worlle Nathaniel Lords Court at Madrasapatnam —

The Humble Petition of Andrew Pelet of Madras Writer —

Sheweth

That by the Resignation of Mr. John de Tras the late Portuguese Interpreter, that Place is become Vacant, And as your Petitioner Presumes himself Qualified to fill that Post, he humbly Prays this Honble Court will conduce him with that Office as well to the Promises to execute with the greatest care & Diligence

And your Petitioner shall ever Pray

John Belamy
Att. for the Pet.

Andrew Pelet

Whereon Appearing to the Court that the Defendants never did consent or agree to Execute the Policy of Insurance Sued for by the Complainant and that neither of them did ever Receive any Premium or Consideration for the Same except the Defendant Dezatoo Nerlacundadoo who appears to have Acted as a Broker in the Affair This Court doth therefore unanimously by Virtue of the Order and Decree aforesaid Order and Decree that the Premium for Insurance received by the said Dezatoo Nerlacundadoo shall be returned to the Complainants and that the Complainants Bill shall stand dismissed with Costs

Plea

Read & filed
the 21 October 1760

To the Worshipful the Mayors Court
at Madras patnam

Humble Complaining Sheweth unto this Worshipful Court of Oyer Orator Gerard Lucas of Madras Merchant, That Milapore Commapah Chitty also of the Same place Merchant stands indebted to your Orator in the full and just Sum of four hundred and eighty Pagodas Current Money of Madrass or Sterling Money of Great Britain accounting every Pagoda eight Shillings and Amounted to the Sum of one hundred and two money pounds or thereabouts as more fully and at large appears by an Obligation of the said Milapore Commapah now in your Orators possession ready to be produced to this Worshipful Court when your Orator further Sheweth unto this Worshipful Court that for the better securing the payment of the aforesaid Sum of four hundred and eighty Pagodas to your Orator the said Milapore Commapah Mortgaged to your Orator Fifty Bags of Long Pepper containing three hundred and a half Candy Your Orator further Sheweth unto this Worshipful Court that he has frequently and in a amicable manner demanded payment of the aforesaid Sum of four hundred and eighty Pagodas with the Interest due thereon from the said Milapore Commapah Chitty of Pulicat but so it is may it please this Worshipful Court the said Milapore Commapah will fully and Obstinately refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General writ of Subpoena to this Worshipful Court shall appear agreeable to Equity and good Conscience To the End Therefore that the said Milapore Commapah Chitty may upon his Corporal Oath a true and perfect Answer make to all and Singular the matters and things herein Contained and Set forth as fully and Effectually to all Intents and purposes as if the same were here again repeated

Interrogated

110

Between George Stratton Complainant
and Dazatoo Neelacundadoo, Balabadrua
Davey Sinee Kistnah Amorras, Narasinga
Davey and Bala Kistnahchetts by his Gomas
tah & Vegedos Defendants

Majors Court
Madraspatnam

Depositions of Witnesses on this Cause taken on Oath and before the Commissioners in this Court as follows —

Ram Kistnahmallar of Madras Merchant Aged 40 Years or thereabouts being produced a Witness in this Cause on the part of the Defendants was on the 23 day of August 1760 Sworn at the Office of Mr John Palmer Attorney for the Complainant by Comaraiah who left a Note of the Name & Place of Abode of the said Ram Kistnahmallar and after Words on the 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 Defendants Dazatoo Neelacundadoo 10 Years Balabadrua Davey 25 Years Narasinga Davey 20 Years or thereabouts and Sinee Kistnah Amorras and Bala Kistnah Vegs from their infancy —

4 ..... To the fourth Interrogatory this Deponent Saith that he knows the Defendant Dazatoo Neelacundadoo did make a proposall to Balabadrua Davey to make Insurance on the Snow Lively on her Last Voyage from this Place that the said Balabadrua Davey told the said Dazatoo Neelacundadoo that he was very willing to assure the said Vessell from the Risk of the Seas but that he would not Run any Risk during her Stay at Pegue and further Saith that he this Deponent and many other Persons were present when the above Conversation passed between the said Dazatoo Neelacundadoo and Balabadrua Davey but this Deponent does not Recollect their Names, And more Saith not to this Interrogatory —

5 ..... To the Sixth Interrogatory this Deponent Saith that he does not Know but has been informed of the Loss of the Snow Lively mentioned in the proceedings in this Cause and Saith that he does not Know nor ever the News of the Loss of the said Vessell & Cargo here and further saith he is to answer any particular question ingrafted or Cross this or the Last Interrogatory —

Mat Clarke
Interp.

Ram Kistnahmallar

To any particular Question enquired of from this Interrogatory —

Mr. Clarke
Exam.

Moorah Dubash

Between George Stratton Complainant
and Dagatoo Venkatawadoo Balabadrah
Dawz, Siwe Kistnah Annoyan Narasinga
Dawz and Bala Kistnah Defts by this Cross
Bill Defendants —

Mayorsawmy
Madasparam

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

Manoor Rangamaigaloo of Madras Merchant Aged 40 Years or thereabo
being produced as a Witness in this Cause on the part of the Defendants sworn on
the 8th Day of September 1760 Sworn at the House of Mr. John Palmer Mercha
for the Complainant by Canacopa who Left a Note of the Name Title and place
of Abode of the said Manoor Rangamaigaloo 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 Complainant or the Defendants Balabadrah & Dawz Siwe Kistnah
Annoyan Narasingadawz, nor Bala Kistnah Defts but that he has known
Dagatoo Venkatawadoo 4 Months or thereabouts —

2d ..... To the third Interrogatory this Deponent saith that he does not know of the
Defendants Dagatoo Venkatawadoo having offered to the Complainant or
any Reason for giving a Policy of Insurance together with a Sum of Money
and more Saith not to this Interrogatory —

3d 5th ..... To the fifth Interrogatory this Deponent saith that he is acquainted with Kunt
Chitty Venkaty Kistnah Dubash to the Complainant and saith that he does
not know of the said Kunt Chitty Venkaty Kistnah's promising or uttering
Words to that purpose of giving in Conjunction with the Defendant Dagatoo Venka
wadoo to the other Defendants Balabadrah & Dawz Siwe Kistnah Annoy
and Bala Kistnah Defts one hour of Time to Settle any Matter or Delivery the Policy
of Insurance and more Saith not to this Interrogatory —

4th ..... To the seventh and Last Interrogatory this Deponent saith that he knows the
Defendant Dagatoo Venkatawadoo to Horizontal Dove not to be Cousin Germa

In what Year Months and Days and what Policy and Sum or Sums of Money and to whom did the said Dagatus Nedzewedzo offer to Return such Policy or Sum or Sums of Money and for what Reason did he said Dagatus Nedzewedzo refuse to Return the Same? —

To Pam Christmas Matha ... } 4 ..... Do you know or are you Acquainted of any offer or Proposal made by the Defendant Dagatus Nedzewedzo to the said Defendants Balabridus Dawe Strw Christmas Amorus and Bala Christmas or either of them for Insurance on the Snow Lively on her Last Voyage from this place Jofa and what was the particulars of such offer or proposal and on what was the said Defendants Balabridus Dawe Strw Christmas Amorus and Bala Christmas or either of there Answer to the said offer or proposal of the said Dagatus Nedzewedzo the whole declare as you know and do believe as also what hear you or any other person or persons who were present during such Transaction? —

To Manoor Pagamaguta } 5 ..... Do you or do you not know or are acquainted with the Trader Chitty Vincenty Christmas Dubras to the Complainant Jofa or do you know or do you not know of the said Trader Chitty Vincenty Christmas's ever promising or attempting or offering to that purpose to go or come on Commission from the Defendant Dagatus Nedzewedzo to the said Defendants Balabridus Dawe Strw Christmas Amorus and Bala Christmas or either of them for settling or adjusting any Policy or Policy's of Insurance or any Matter or thing belonging to such Policy or Policy's and what Policy or Policy's of Insurance do you or any of them mean such Policy or Policy's of Insurance the whole to Declare? —

To Marthas Christmas and Dawe Christmas Wife of Dawe Candapa } 6 ..... Do you know or ever was you informed of the Loss of the Snow Lively mentioned in the preceding Interrogatory in this Cause Jofa or how and what time was it the Month and Year did the News of the Loss of the said Snow Lively arrive at this Place declare all you know touching the Matter now enquired of you and the reason and Reasons at Large for such your Knowledge? —

To All Witnesses. } Last ..... Do you Know or can you say any thing any other Matter or thing Material for the Defendants for or touching the premises in this Cause Jofa or for the same or the reason Reasons at Large? —

Nicholls Solicitor
Att[y] for the Defend[t]

Between

often been at the House of the said Balakodriah Dawzy and saith that he knows but is not Acquainted with the Venkaty Narrain but does not know whose Servant he is that to his Knowledge the said Venkaty Narrain was at the House of the said Balakodriah Dawzy that he this Deponent was there at the same time and saith that the said Venkaty Narrain was Accompanied by Dagatoo Neelacumdoo Balakodriah Dawzy that he believes it was about Six Months past but cannot Ascertain the Day or Month but that it was in the Year 1759 And this Deponent further Saith that the said Venkaty Narrain came to the Defendant Balakodriah Dawzy about an Insurance & that there was some Conversation passed between them about the Signing it that Balakodriah Dawzy told Venkaty Narrain that if he would insert in the Bond that this Risk was to Cease upon the Arrecknowing of the Vessell He would Sign it but not otherwise upon which the said Venkaty Narrain said he would go and tell his Master and then went away And more Saith not to any particular Question enquired off in this Interrogatory

B. To the third and last Interrogatory this deponent Saith not to any particular Question enquired off in this Interrogatory

Venkatashna

Between George Strattan Complainant and Dagatoo Neelacumdoo Balakodriah Dawzy Street Krishnah Ammen, Narrainzah Dawzy and Balakrishnah Defendants

Mayors Court
Madraspatnam

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

Gopal Cae of Madras Merchant Aged 24 Years or thereabouts being produced a Witness in this Cause on the part of the Defendants was on the 15th day of March 1760 Sworn at the Office of Mr John Palmer Attorney for the Complainant by Consent of both Sides Note of the Name Title and place of Abode of the said Deponent and Sides and on the same day being Sworn & Examined deposeth as follows

A. To the first Interrogatory this Deponent Saith that he has no Knowledge of the Complainant but has known the Defendants 4 Years or thereabouts

B. To the Second Interrogatory this Deponent Saith that he knows the Defendant Dagatoo Neelacumdoo Dawzy that he is a Broker and Saith that he likewise knows Balakodriah

the English Language but does not Know or believe those Wise Directions were given for Mar-
kabe or the said Thatha Chitty Venkaty Chetty of Mustapha Town further this Deponent saith that the
Policy of Insurance was wrote by him this Deponent and that the Sum Insured
was fifteen hundred Pagodas and was from this Port to Pegue and back again and
that the Insurers were to Run the usual Risques that the Insurers were Dugatoo
Neelacondadoo, Balabadrudu Dooty, Shee Mustuck Ammeer Nanasinga Dooty
and Baba Mustuck Dofs, that the said Policy of Insurance was drawn out and that
he this Deponent was informed by Markabe was delivered by the said Thatha
Chitty Venkaty Mustuck to Dugatoo Neelacondadoo who took it and did not say
any thing Relating thereto at that time, and that the said Markabe paid him one
Hundred & five Pagodas as per the Policy of Insurance was so delivered being
the Premium of the Insurance, and that it was paid at the House of the said
Markabe And saith that the said Dugatoo Neelacondadoo upon Receit of the above
Sum gave Markabe two Pagodas as Customs, and that the said Markabe gave
him this Deponent one Pagoda and further saith not

Examined off hand this 20th day of the last Interrogatory

Matt Claxton
Examr

Cauvery

Interrogatories to be Administered to such Witness as shall be produced
Sworn and Examined on the part of the Defendants in a certain Cause wherein
George Shelton of Madras Merchant is Complainant and Dugatoo
Neelacondadoo, Balabadrudu Dooty, Shee Mustuck Ammeer Nanasinga
Dooty, and Baba Mustuck Dofs, of the same place Merchants are Defendants

all the Witnesses

Imprimis ..... Do you Know the parties Complainant and Defendants
in this Cause and which of them, If you Know how long have you so Known them or either
and which of them Declare

Cavery Venkatchi
Copa Gee

2 ..... Do you Know or have you Negotiated with Dugatoo Neelacondadoo One
of the Defendants in this Cause If Yea what Time how possessions is he Do you Know
or have you Negotiated with Balabadrudu Dooty another of the Defendants
in this Cause, If yea in what was you not present at the House of the said Balabadrudu
Dooty Do If you Know or have you Negotiated with one Venketta Narrain
whose Servant is the said Venketta Narrain Do you or do you not Know of the
said Venketta Narrain's ever Coming to the House of the said Balabadrudu Dooty
If Yea was you present at the said House at the time the said Venketta Narrain

Came

Nerlacuwladoo Said he could not insure the whole Sums of £1200 that he would get some other Persons to be Concerned with him that the Promisory agreed upon was Seven p.ct Cent and that the said Sums were insured from this Port to Tejue and back again and that the insurers were to Bare the usual Risques and saith that there was One Pagoda paid the said Dagaloo Nerlacuwladoo at that time by the Complainant as Earnest And this Deponent further Saith that the said Dagaloo Nerlacuwladoo returned a few days afterwards to the Complainant and gave him a List of the Names of such Persons as he had Agreed to be Concerned in the above insurance, that the Names of the Insurers were Dagaloo Nerlacuwladoo Balla Eedriah Davy Streethistnah Ammaces Nanasonga Davy and Balla Thistnah Deps that the said Dagaloo Nerlacuwladoo desired the Complainant to get the Policy of Insurance drawn out Agreeable to the English Form and that it might be wrote in the English Language and saith that was wrote by Cousbee & that the Risque of the Sums so insured was from this Port to Tejue and back again & that the Insurers were to Run the usual Risques, that the Names of the Insurers were Dagaloo Nerlacuwladoo Balla Eedriah Davy, Streethistnah Ammaces, Nanasonga Davy and Balla Thistnah Dep.s, and the Sum insured as fifteen Hundred Pagodas, that the Policy of Insurance was drawn up and Delivered to the said Dagaloo Nerlacuwladoo by Thillee Chitty Yesterday this Instant that the said Dagaloo Nerlacuwladoo took the Policy of Insurance and did not Say any thing Relative to what time, and saith that after the Delivery of the said Policy to this Deponent paid the said Dagaloo Nerlacuwladoo the Sum of One Hundred and four Pagodas Account the Premium of the above Insurances at his this Deponents House and further saith that the said Dagaloo Nerlacuwladoo agreed Receipt of the above Sum paid him by this Deponent three Pagodas back again and that One Pagoda was for the Earnest Advanced him and by the Complainant and the other two was given to him this Deponent for his Customs, And this is all he can say to this Interrogatory

To the fourth and Last Interrogatory this Deponent saith he cannot answer particular Questions enquired off in this Interrogatory

Mat Clarke
Sworn

Marian Dewash

Examinations in this Cause as follows —

Thallee Chitty Venkatta Krishnah of Madras Dubash Aged 36 Years or thereabouts Being produced as a Witness in this Cause on the part of the Complainant was on the 4th Day of August 1760 Sworn at the Office of Mr. Archdale Palmer Attorney for the Defendants by Consent as per who left a Note of the Name Title and place of Abode of the said Thallee Chitty Venkatta Krishnah and afterwards on the same day being Sworn & Examined deposeth as follows —

1 ..... To the first Interrogatory this Deponent saith that he has Known the Complainant 6 Years or thereabouts, Dagatoo Nadiacondadoo 2 Years Bolabodrudo Davy 3 Years Shree Krishnah Annavee 3 Years and Bala Krishnah Pooja 10 Years or thereabouts but has no Knowledge of the Defendant Narrasinga Davy —

2 ..... To the Second Interrogatory this Deponent saith that he was employed by the Complainant to get a Sum of Money insured for him that he applied to Cuttah Venkatty, Nadiacondadoo Son Dagatoo Nadiacondadoo to insure the Sum that upon this this Deponent telling them that he wanted insurance to Pegue the two former said that they would not Insure and Saith that he did not Convey the said Dagatoo Nadiacondadoo to the Complainant, but that the Complainant spoke to one Mootiah to propose to the said Dagatoo Nadiacondadoo to insure a Sum of Money for him that the Sum proposed to be insured was Fifteen Hundred Pagodas, that the said Dagatoo Nadiacondadoo told him he would give him an Answer the next Day, that the Premium to be paid for such insurance was Twenty per Cent, and was to be insured from this Port to Pegue and back again and that the Insurers were to Run the usual Risques, and this Deponent Saith that there was a Sum of Money paid at that time to the said Dagatoo Nadiacondadoo, that this Sum was One hundred and four Pagodas and was paid by Mootiah And this Deponent further Saith that he the said Dagatoo Nadiacondadoo was two days after with the Complainant & there he gave the Complainant a List of the Names of five Persons Viz.t Dagatoo Nadiacondadoo, Shree Krishnah Annavee, Bolabodrudo Davy and two others whose Names he this Deponent does not Recollect, that the List Contained the Names of five Persons who had Agreed to make the insurance for the Complainant, and Saith that the said Dagatoo Nadiacondadoo desired the Complainant to get the Policy of Insurance drawn out in the usual manner and that it might be wrote in the English Language, and that the Ship was from this Port to Pegue and back again, that Dagatoo Nadiacondadoo, Shree Krishnah Annavee, Bolabodrudo Davy and two others Persons whose Names the this Deponent does not Recollect were the Insurers and that the Sum so insured were fifteen hundred Pagodas and saith that the Policies of Insurance was drawn out and delivered

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Complainant in a certain Cause wherein George Hutchinson Complainant and Dazaboo Nedaciwatadoo Dalatteedun Davij Strellistrab Amoweas Nawasinga Davey and Dalo Illistrab Defts by his Gomasthas Defendants

To all the Witnesses — 1st ..... Do you know the parties Complainants and Defendant in this Cause if Yea How Long have you to known them or either and which of them Declare?

To Thalla Chilly Veera tha Illistrab — 2d ..... Was you or was you not ever employed by the Complainant to take Sum of Money insured for him if Yea from whom did you Apply to insure the same and what Answer did such Person make you Did you or did you not convey the said Person to the Complainant if Yea did the Complainant or did he not or any other or what Person for him propose to such Person to insure a Sum of Money If Yea what was the Sum proposed to be insured and what Answer did such Person make to such proposal what Premium was to be paid for such insurance and to what place or places was the said Sum to be insured & what Risque was the insurer or Insurers to Run Was there or was there not any paid or what Sum paid at that time to such Person and why paid & Did or did not such Person ever come to the Complainant afterwards if Yea How Long after Did he or did he not at that time or any other and how long after give a List of Names if Yea to whom or what were the Names of all such Persons and for what Sum or Sums did he give the Names of such Persons Did or did not such Person give any and what direction and drawing any and what Policy of Insurance if Yea to whom was such direction given and what Language was the said Policy to be wrote and to what Place or places was the Risque of the Sum insured to Run or what Risque or are the insurers to Run and what were the Names of all the insurers and what was the Sum so insured Was or was not such Policy of Insurance drawn up and delivered to such Person if Yea by whom Did or did not such person take such Policy of Insurance If Yea did he or did he not say any thing relating thereto at that time if Yea or what was it he so said Was there or was there not any and what Sum paid such Person after the said Policy was so delivered if Yea who paid it and on what Account and at what Place to the best of your Knowledge and belief you are duly Declare?

To Kootharian Canshie — ..... Do you Know or do you not know if the Complainant ever Ordered any and what Person to pay any Sums of Money insured if Yea who did such Person bring to the Complainant to Insure such Sum of Money Did the Complainant or did he not or any other and what Person for him propose to such Person the insurance and Sums

of the Tenour or Conditions of the said Bond that he the said Dagatoo Nerlacumladoo must first Produce unto the said Mootiniatie as is hereinbefore set forth and that he the said Mootia shd not be present at the execution of it which these Defendants presume he would have done had these Defendants Agreed to the Conditions of the same Therefore it could be of no Service to these defendants or either of them to destroy an unexecuted Bond and of nobody were Bound by the said Policy how could the destroying it Supposing these defendants had done so the depriveing him of his Right that these defendants Agreed to the said Policy it might have been executed in a few Hours time and there was no Occasion for its Remaining so long a Space of time in the hands of the said Dagatoo Nerlacumladoo But as the Replyant has accused these defendants of endeavouring to deprive him of his just Right in an Artfull manner This Defendant would Leave it to this Honble Court whether these defendants have not more Reason to say the Replyant in the this Behalf now who is now calling upon these defendants to Execute a Policy of insurance the terms of which These defendants never consented to and so long a time as four Months after he Applyed to the said Defendant Dagatoo Nerlacumladoo to procure them insurance which he never demanded or Applied to these defendants for till the News Received of the Loss of the Vessell the Basque was upon which was no less time than a whole Month during which time he might have done what he does now and the Defendant makes no doubt he would have done had he thought he had any Grounds for his Suit & These defendants allege that they never intended or agreed to insure jointly the said Sum of One thousand five hundred Pagodas Had the said policy been according the terms they Choose as such insurance is Contrary to the Customs of insurers or has always insure Severally each one Subscribing has much of the policy as he Shall Think proper so that these defendants presume is a Custom well Known to every Body that is at all Conversed in the Method of insureing where there are more than One insurer This defendant Balabhdas Dossey for himself alledges that he is Surprized to hear himself Charged by the Replyant with Asserting a Contradiction on his Oath as this is a matter that must Reflect greatly upon the Credit of this defendant never[illegible] true this Defendant Craves the Attention of this Honble Court to the Passages on which the Replyant has to here upon him to Assert the Contradiction Viz in, the Replyant in his Bill of Complaint Interrogates these defendants "whether the said Bond was not interpreted to them or "to the one Employed by the Rest" These Defendants Answer to which he "that no "any Bond was ever interpreted to them or to any one" Employed by them" The Replyant in Reply to this Says that this said Defendant is Guilty of a Contradiction by Saying in one part of his Answer that there Could Never Be Reason "that for seems

said this defendant in any intention of paying Custome to the said Assureds he would have
paid him that Same and no more and as to the Replyants denial of this defendants being
Compelled to Receive the said Insurance per omission this defendants alledges that he never
said he was Compelled to Receive the Same

And this Defendant insists that he was ofte desirous of
delivering up the said Policy and premium of Insurance to take place and after the
News of the Loss of the said Snow Reached this place This Defendant cannot help mak-
ing some Remarks upon the manner of the Replyants Reasoning on this point
which this defendants presumes must appear of no Weight in the impartial judgment
of this Honble Court wherein the Replyant alledges that from a Supposition that this Defend-
"ants above Aforesaid was true it could in no wise affect his demand as this defendant
"had already accepted one Bond as binding the insurance as was Agreed to sign the said
"Bond with the rest of the insurers which Bond was drawn out according to the Custom
"of the English from the Lord to that of Figue a Drawback against including all Risque
"during the said Voyage and all other Averages there and the Premium paid this defend-
"ant N.B. at the time of this Transaction not even the Names of the insurers were
known to the Replyant by the defendants by this own Narration of this Circumstance
which the defendant also know that this defendant was endeavouring to procure such as
would make the said Insurance Good then Conducted as this Defendant would grant
Inducement this Honble Court to believe that the Bond then paid this defendant was
sufficient of it self to bind and accomplish the Insurance the parties to which were
not proceeded now any Bond on being such an Agreement which is known to be chief
Groubd of the Replyants suit must appear on the Judgment of this Honble Court
reveale and investigate and upon the Prove prove all of it as this Defendant humbly
Conceives all the purport or meanings of the delivery the said Policy must be Con-
-ed as only to bind this Defendant could he procure the said Insurance to be made
that the Premium should not Exceed Seven p Cent. As this Defendant agreeing
to Sign the Bond with the Rest of the Insurers which was drawn out agreeable
to the Custom of England this Defendant has already Answered that particu-
-lar which he thinks the Replyants own Narration of it Corroborates this De-
-fendants Assertion that he was to Insure in part with the other Defendants Although
the Replyant has Omitted that part of this Defendants Agreement which this
Defendant insists upon which was on Condition that the said other Defendants
Consented to the Terms of the same by alledging that this Defendant Agreed to Sign
the Bond with the rest of the Insurers Consequently if the Rest of the Insurers Re-
fused and would not consent to Sign

and humbly prays as in and by his said Bill he has already Prayed —

John Salmon
Att^o for the Reply^t —

Read and filed
the 7th June 1760

The Rejoynder of Dagatoo Neelkeane Jadoo Insurance Broker & Balabadrieke Doorey Shiveshistrah Annaiee and Rabbiskeah do's by this Comes the Defendants Merchants to the Replication of George Strahon of Madras Merchant Complainant —

These Defendants save and all all times hereafter saving and Reserving to themselves all and all manner of Benefit of Exception to the many Errors uncertainties and untruths in the said Replication Contained for Rejoynder thereunto Saith that notwithstanding any thing Alledged by the Replyant these Defendants insist that they are not accountable to the Replyant for the Obligation in Charges these Defendants saith and although the Replyant alledges that this Defendant Dagatoo did not appear as a Broker in the Insurance of the Sum Sett forth in his said Replication But as a Joint Insurer the said Defendant for Himself alledges that he did Act as an Insurance Broker in the said Insurance as plainly Appears by the Narration of All the Transactions that passed Concerning the Same Though this Defendant admitts that although he did Act as Broker in the said Insurance Yet he Admitts that he did tell the Replyant on words to that purpose that if the other Insurers would Consent he also would Insure as much as he should think proper and not otherwise and upon Perusal the Replyants own Narration of the Several Transactions Relateing to this Defendant Supposing them true which this Defendant cannot yet will appear that the Answer made the Replyant upon his applying to him to Insure the said Summ was that he could not do it as the Sum was too large But that he would undertake to get Some other Persons to Insure Jointly with him This Defendant conceives it cannot be Supposed that he received or that this Defendant took the said Pagoda as binding for and Insurance that was not then made nor the People that were to be procured to insure the Same at the time Answer to the Replyant Denies & further prays that this Defendant did Act as Broker on the said Insurance this Defendant would Refer to that Action of these Defendants Receiving the whole Premium which this Defendant had no other Concern with But

to

Bond was drawn out agreeable to the Custom of the English from this Port to Pegue Read back excluding all Pegue during the said Voyage and till her Arrival there and the Premium paid to the said Dagadoo Neelacundoo in manner aforesaid nor Can this Repleyand Admit that the said Bond is Lost but that the Defendants have Secreted or distroyed the same as this Repleyand has the greatest Reason to believe that the Defendants have Actually Signed the said Bond This Repleyand Denies that the said Dagadoo Neelacundoo ever Proposed to deposit the Premium in the Mayors Court in case the said Thatlee Chetty Venkatta Krishnah did not receive it back And although the said Balabadriah Dawy Streethmah Amorees Narrasinga Dawy & Bitterbastradoss do absolutely Deny that they ever Agreed to Insure the said Sum of One thousand five hundred Pagodas on the Terms alledged in the Bill of Complaint or that they ever Received the said Sum of One hundred and five Pagodas or any Consideration on the Insurance Bond to execute or that this Repleyand ever Applied personally to the said Defendants to Insure the said Sum of One thousand five hundred Pagodas yet this Repleyand humbly conceives that it must appear clear to this Honble Court that the Defendants had Agreed jointly with the said Dagadoo Neelacundoo to insure the said Sum of One thousand five hundred Pagodas on the terms alledged as the said Dagadoo Neelacundoo brought the Names of the said Balabadriah Dawy Streethmah Amorees Narrasinga Dawy and Balabastradoss to this Repleyand and received One Pagoda as binding the Insurance with the Premium for Insurance as also the Bond wrote on English agreeable to the directions of the said Dagadoo Neelacundoo which Bond the said Dagadoo Neelacundoo positively says and the other four Defendants allledge as they have heard that the said Bond was lost under the specious pretence of Sending it to the Court of the said Dagadoo Neelacundoo to the Westo whereas it is very Notorious that a Bond (as that was) wrote on a whole sheet of Demy Paper could not be so easily concealed on a Pocket of a Linnen Coat such as are worn by the Natives of this Country as not to be Seen when put to use the more Discovered by the Westreaman all which Seems to Evince Artifice to deprive this Repleyand of his just Right nor is it necessary or Customary for a Person one Board to insure to send for all the Insurers as it frequently happens that one Insurer (as in the present Case) acquaints the insured that he has Several other Insurers who will insure such a Sum of Money And this Repleyand further saith that although the Defendants named Balabadriah Dawy has asserted in his Answer That the said Venkatta Narrain that the terms and Conditions of the said Bond were not Answered or paid

the

One Thousand five hundred Pagodas meaning that each of these Defendants might Insure as Much as he thought Proper upon which these Defendants told the said Degatoo Neelacuntadoo or words to that purpose that they would insure the said Sum provided the Conditions of the Insurance Bond should be that the Risque of these Insurers Should Cease upon the Arrival of the Vessell at the Port she was bound and that the said Risque should commence upon her sailing from Sucka Port homeward bound until her Arrival there when the said Risque should Cease and that they would have nothing to do with the Risque of the said Amount of One thousand five hundred Pagodas as above on during the Stay of the Vessell on the Road where she was Bound And these defendants for themselves further say that a few days after the said Degatoo Neelacuntadoo brought a paper writing in the English Language and at the same time acquainted the said defendants that the said paper writing was an Insurance Bond unexecuted on his part and delivered to him by the Complainant upon which the said Defendants requested of the said Degatoo Neelacuntadoo that the said Bond might be perused that these Defendants might know what were the Conditions of the said Bond these Defendants not understanding the English Language none which the said Degatoo Neela Cuntadoo having the said Paper writing in his Hands acquainted these defendants that he had perused the said Paper writing to be procured as Intended to Do And that the terms or Conditions of the said Bond or Paper writing were According to the Custom of the English and that there was no such Conditions in the said Bond as these Defendants proposed and which these defendants have before Set forth upon which these Defendants Refused to make the said Insurance or Execute the said Bond

And one of these Defendants Balabadra Dass for himself Says that Some time after these Defendants refused to make the said Insurance one Venkatta Narrain the said Thatter Chitty Mestri Comreply came to him in Conjunction with Degatoo Neelacuntadoo one of the Defendants as afore said the said Degatoo Neelacuntadoo having there the said Bond by him the said Venkatta Narrain offered this Defendant Balabadra Dass if he did not approve of the said Bond so as to Subscribe the Same to write to this Defendant answered that he had no intention to Subscribe the said Bond and this Defendant further told the said Venkatta Narrain that the terms or Conditions of the said Bond were not drawn up in the manner he proposed to the said Degatoo Neelacuntadoo upon which the said Venkatta Narrain told the said Balabadra Dass if he was no mind to Subscribe the said Bond nobody could force him to the said Venkatta Narrain

Defendant two Pagodas which the said Moothaia told this Defendant was his
Custom and this Defendant ask'd of the that the said Thattee Chitty Venkattachel-
-lum put off from time to time to pay unto this Defendant & the said Defendant thought
this Defendant very Officious applyed Himself to the said Thattee Chitty Venkatachellum to
go in Conjunction with this Defendant according to his promise and some short time
after as the said Thattee Chittee Venkatachellum still put off saying unto this Defend-
-ant This said defendant offered to Return and insisted upon the said Thattee Chitty
Venkatta Chetnah's taking back the said Sum of One hundred and three Pagodas as
also the said Bond, but to no Effect at last the said Thattee Chitty Venkatta Chetnah
sent this Comcoplay Venkatta Narrain along with this Defendant to the other Defend-
-ant Balaboadachs Dawg's House who still Refused to Signe the said Bond as the Cond-
-itions thereof were not to his Liking upon which the said Venkatta Narrain told
the said Balaboadachs Dawg that he might Signe it if he pleased if not he might let it
alone Since which this said Degatoo Neelacundadoo applyed himself to the said
Thattee Chitty Venkatta Chetnah to take back again the said Sum of One hundred
and three Pagodas who put it off from time to time and at last told this said De-
-fendant to go to the said Moothaia the Complainants Second Dubash and deli-
-ver the said Sum and the said Unexecuted Bond to him the said Moothaia who
upon this Defendants offering the same Refused to take either alledging that
it was not his Business And this Defendant further Alledges that as the said
Bond remained and this Defendant usually Carried in his Basket to have it ready
to deliver to the said Thattee Chitty Venkatta Chetnah thereby forgetfulness the said
Bond was lost by giving his Coat that Contained it to Washerwoman although he used all
his Endeavours to get it he never could find it of which Accident this Defendant
immediately Acquainted the said Thattee Chitty Venkatta Chetnah And
again tendred him the said Sum of one Hundred and three Pagodas who
still Refused to Receive the same, And then said that he would not Receive the same
unless this Defendant could deliver the said Bond without —

And this Defendant Says that one Gouel Turnbury a
Considerable Merchant of this Place by way of Advice told the said Thattee Venkatta
Chetnah or words to that Purpose that he had better Receive the said Sum of Money
from this Defendant as the said Insurance Bond was not Executed and one Acci-
-dent might happen to the said Money by its Remaining in this Defendants
Hands And this Defendant soon after according to the Direction of the said
Gouel Turnbury the said Degatoo Neelacundadoo went to the said Thattee

Chittee

the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey & Balakistnadoss refuse to deliver up to your Orator and your Orator in order to set this Affair in the clearest Light begs leave to acquaint this Honble Court that Some time in October which was in the Year of our Lord One thousand Seven Hundred and Sixty nine having a Risque on Board the Snow Lively your Orator thought it most for his advantage to endeavour to insure a part thereof and knowing that the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss were People who frequently insured he prepared to the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss to insure the Sum of One thousand five hundred Pagodas at the rate of Seven & Half per Cent to be an Abatement of Ten & Half per Cent in case of Loss or any Accident happening to the said Vessell which might Affect the Risque of the said Sum of One thousand five hundred Pagodas and in consequence thereof Your Orator did pay unto the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss the full and just Sum of One Hundred and five Pagodas on the fourth November last for the Insurance on the said Sum of One thousand five hundred Pagodas Copy of which Bond hereunto Recited is ready to be produced when required, the Bond being drawn up was delivered to the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss in order that the Same might be executed by the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss but Several Days being elapsed after the said Bond was delivered to them the said Degatoo Neelacundadoo Balabedaia dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss your Orator Applied to them the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss for the delivery of the said Bond but to this time your Orator has not been able to get the said Bond from the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss Alledging that one of them put the Bond into his pocket which was sent to be Watered by that means was lost neither Several Messages of Your Bond Merely to obtain the delivery of the said Bond because the said Degatoo Neelacundadoo Balabedaia Dawey Stree Kistnaka Annoores Narrasinga Dawey and Balakistnadoss have had Advice by a Vessell which arrived several Days after the said Sum of One hundred and five Pagodas for Insurance had been paid them that the said Snow Lively was seized by the Subadar of Sujee a place to which the said Vessell was bound And your Orator further Sheweth unto this Honble Court that he has frequently by dead and severe Importunities

purposes as if the same were here again repeated and interrogated and be Decreed to pay unto your Orator the aforesaid Sum of Two thousand four hundred and thirty five Pagodas twenty five fanams and fifty two Cashs with such Interest as now is or shall hereafter become due thereon and in default thereof that the Mortgaged Premisses be sold in and towards the Payment thereof and in case the Mortgaged Premises should not be sufficient to answer your Orators demand that the said Sittyana be obliged to pay such deficiency, Also all costs of this Suit. May it please this Honble Court to cause the said Sittyana 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 prefixed there 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 Palmer
Att.y for the Compl.t

B.o Sattyana C.t

1757
Aug.t 1st To the Amount of your Obligations P. 1700
To Interest thereon from the above
date to this day is 2 y. 11 m. 11 d. @ 12 p.C.t
P. Annum 425.18.10 2125 18 10
" 30 To the Amount of your Obligations
of this date on which is lost 250
To Interest thereon from the above
date to this day is 2 y. 11 m. 1 d. @ 12 p.C.t on 60.7.12 310 7 12

Pagodas 2435552

By Ballance ..... Pag.s 2435552

Fort St George 11th August 1760
Errors Excepted
Geerah Jacob

Honble Court the said Comrapah Chitty wilfully and obstinately refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a Generall relief such as to this Honble Court shall appear agreable to equity and good Conscience Some End therefore that the Said Comrapah Chitty may upon his Corporal Oath a true and perfect Answer make to all and Singular the Matters and things hereinbefore alledged and set forthe as fully truly and effectually to all intents and purposes as if the same wthere here again repeated and Interrogated and be Decreed to pay unto your Orator the aforesaid Sume of Four hundred Pagodas with such Interest as now is or shall hereafter become due therein until full payment is made Also all Costs of this Suit, May it please this Honble Court to cause the said Comrapah Chitty to be Summoned and Peremptorily 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 prefixed there 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 Palmer
Att for the Compt

This Bill being shewn to me between the Days of Adjournment according to the Standing Orders of Court I do a summons Issue

Fra: Taylor
Mayor

Town Hall
4th September 1760

Mayors Court at Madraspatnam

Tuesday the 14th Day of October Anno Domini 1760

Present

Francis Taylor Esquire Mayor
Peter Marsette, John Calland
John Delonaire, & Richard Brickenden
Aldermen

Between James Hay of Madras Merchant Complainant and Comrapah Chitty also of the same place Merchant Defendant

Sworn

L. S

Mayors Court

ed & filed the
October 1760

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
your Orator James Taylor of Madras Merchant That Shadashava Moodelaire
also of the same place Merchant stands indebted to your Orator in the full and
just Sum of Five hundred and eighty three Arcot Rupees which at three
hundred and sixty six Arcot Rupees for every hundred Pagodas makes the Sum of
One hundred and fifty nine Pagodas thirty five fanams and sixty Kash Current
Money of Madras and in Sterling Money of Great Britain accounting every
Pagoda eight Shillings will amount to the Sum of Sixty three Pounds nineteen
Shillings and eleven pence farthing or thereabouts as will more fully and at large
appear by a Promissory Note of hand of the said Shadashava Moodelaire now in
your Orators Possession and ready to be produced to this Honble Court when required
And your Orator further sheweth unto this Honble Court That he has frequently
and in amicable manner demanded payment of the aforesaid Sum of Five
hundred and eighty three Arcot Rupees of the said Sadashava Moodelaire But
now so it is may it please this Honble Court the said Sadashava Moodelaire wil-
fully and obstinately refuses to give your Orator any manner of satisfaction
touching the Premises your Orator therefore prays a General relief such
as to this Honble Court shall appear agreeable to equity and good Con-
science To the End therefore that the said Shadashava Moodelaire may
upon his Corporal Oath a true and perfect Answer make to all and Singu-
lar the matters and things herein before alledged and set forth as fully
truely and effectually to all intents and purposes as if the same were here
again repeated and Interrogated and be Decreed to pay unto your Orator
the aforesaid Sum of Five hundred and eighty three Arcot Rupees also all
Costs of this Suit May it please this Honble Court to cause the said Sada-
shava Moodeliar 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 prefixed there 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 Palmer
att for the Compt

have been so indifferent a State of Health that it has rendered him incapable of
giving that due Attendance in his Post of Portuguese Interpreter to this
Honble Court, as the Nature of his Office and the Business of the Court Requires

Your Petitioner therefore humbly Prays that
Honble Court will be pleased to grant his Dis
-mission from his said Office of Portuguese
Interpreter to this Honble Court, And Your
Petitioner as in Duty bound
Shall Ever Pray

Read & filed the
16th September 1760

To the Honble the Mayors Court at
Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court
your Orator Joseph Austen now Residing at this place Mariner That whereas
Comrapah Chitty also of Madras Merchant stands indebted to your Orator
in the Sum of Four Hundred and Fifty Pagodas upon a Note of hand ready
to be produced when ever Required by this Honble Court making in Sterling
Money of Great Britain at the rate of eight Shillings for every Pagoda
the Sum of one hundred and Eighty Pounds which said Sum your
Orator hath frequently and in an Amicable manner Demanded pay
-ment of from the said Comrapah Chitty

But now so it is may it please this
Honble Court the said Comrapah Chitty obstinately and wilfully refuses your
Orator any manner of Satisfaction in the Premises your Orator therefore
prays a General Relief such as to this Honble Court shall appear agreeable to
Equity and Conscience To the End therefore that the said Comrapah Chitty
may upon his Corporal Oath a true and perfect Answer make to all
and Singular the matters and things herein before alledged and set
forth as if the same were here again Repeated and Interrogated and
may be Decreed to pay your Orator the said Sum of Four Hundred
and Fifty Pagodas together with all such Interest as now is or shall
hereafter

Londe Chitty Kistnah ..... Dr.

To Sundries Bought at Outcry Viz.t

Knive and Forks	3 Dozn.	3,, 13 40
Do.	3 do.	3,, 20
Do.	3 do.	3,, 21
Do.	3 do.	3,, 14
Do.	3 do.	1,,
Do.	3 do.	3,, 35
Do.	3 do.	1,,
Do.	3 do.	3,, 32
Do.	3 do.	3,, 33
Do.	3 do.	3,, 17
Do.	3 do.	3,, 31
Do.	3 do.	3,, 35
Do.	3 do.	3,, 20
Do.	18 do. @ 3,, 18 ℔ Set	21,,
Do.	12 do. @ 3,, 16 ℔ Do.	13,, 28
1 Empty Chest		2,, 2
Bucklas	6 Douzen	7,, 3
Snuff Boxes	1 Grofs	18,, 1
Do.	1 Do.	18,, 1
Seranges	1 dozen	1,, 1
Knive and Forks	3 Do.	3,, 17
Do.	3 Do.	3,, 20
Do.	18 Do. @ 3,, 13 ℔ Set	20,, 6
Do.	3 Do.	3,, 16
	Pagodas	100,, 6 40

Fort St. George
June 1760

John Calland

Mayor's Court at
Madraspatnam

Tuesday the 29th Day of July
Anno Domini 1760

5:8

Present

Francis Taylor Esquire Mayor
John Lewin Smith Rich: Brickenden
and Thomas Dowdeswell Aldermen

Mayors Court

Between George Hackay of Madras
Merchant Complainant and Hussnah
Pollay Vengajaw Pondudore and Coman-
gate Chitty Lately Residing also of the
same place Merchants Defendants

Appearing by the Records of this Court that the Defendants
were not to be found within the Jurisdiction of this Court and that Sundry
Effects of the Defendants have been Sequestered by the Sheriff of this Place
and the time appointed by the Charter for the Defendants appearance
being elapsed. On due Consideration had, This Court doth think
fit to Order and Decree and doth accordingly Order and Decree that
the Defendants shall pay unto the Complainant the full and just
Sum of Three Hundred and Sixty eight Pagodas, twenty fanams and
forty five Cash, Pagodas 368 " 20 " 45 together with such Interest as
none is or shall hereafter become due thereon untill full payment is made
also all Costs of this Suit

J. Cox

all and Singulare the matters and things herein before alledged and set forth as fully truely and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and to be Decreed to pay unto your Orator the said Sum of Three Hundred and sixty eight Pagodas twenty fanams and forty five Cash together with such Interist as now is or shall hereafter become due thereon untill full payment is made also all costs of this suit And your Orator further prays leave to acquaint this Honble Court that has he has been credibly informed that the said Kistnah Poolay, Vengajaw Pondudor and Chiarangah Chitty, have Houses and Effects within the Districts of this Honble Courts Jurisdiction and as he hath reason to beleive that the said Kistnah Poolay Vengajaw Pondudor and Chiarangah Chitty would upon being informed that this Bill is filed against them which your Orator apprehends they may be should the usual Precps issue against them Mortgage or otherwise dispose of the said Houses and Effects in order to prevent your Orator from procuring any Relief from this Honble Court — May it therefore please this Honble Court to cause the said Kistnah Poolay Vengajaw Pondudor and Chiarangah Chitty to be Summoned and Required by the Sheriff of Fort St George Town of Madrass patnam and the Districts thereof immediately to come and appear at a certain Place to be by this Honble Court appointed and prefixed therein and there to answer this your Orators Bill of Compleint and in Default thereof that this Honble Court will be pleased to grant unto your Orator a Warrent of Sequastration against the Houses and Effects of the said Kistnah Poolay Vengajaw Pondudor and Chiarangah Chitty upon your Orators making Oath to the Justness of his Demand and moreover that the said Kistnah Poolay Vengajaw Pondudor and Chiarangah Chitty may be obliged to answer this your Orators Bill of Compleint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet —

J. Kstone

Attyfor the Compl.t —

Petitioners Objections thereto as Your
Petitioner has reason to believe that this
Honble Court upon mature deliberation
thereon will be induced to Receive your
Petitioners said Answere upon Your
Petitioners attesting the same in the usual
manner in this Honble Court Which
Your Petitioner most Dutifully Prayes

Nicholas Salmet

Attr for the Pet.

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of Edward Jane

Sheweth

That Your Petitioner prays that this Honble
Court will be pleas'd to permit him to resign the Office of Deputy Sheriff
and that they would appoint him an Attorney of this Court, in the
Execution of which Office, his utmost endeavours shall not be wanting;
and hopes by his Diligence and fidelity therein of gaining the Favour
and Notice of this Honble Court and

Your Petitioner as in duty bound
shall Ever Pray

Edward Jane

Read and filed
the 30th May 1758

To the Honble the Mayors
Court at Madraspatnam

The Humble Complaining Sheweth unto this Honourable
Court your Orator George Mackatt of Madras Merchant that Whereas

the same to be Administered to your Petitioners, being a Guzerat Bramony, of a Sect Bramany no[t] more Rigidly Attached to their Religion than most other Casts and Should your Petitioner be obliged to Undergo the great Solemnity of taking the Said Oath, the same Would be looked upon by People of Your Petitioners Cast with whom Your Petitioner has very Considerable dealings as a great blot upon Your Petitioners Credit and Reputation and Your Petitioner might unavoidably become a great Sufferer thereby without the Aid and assistance of this Honble Court, Your Petitioner is well Informed that there are two Different Ceremonys used in taking Oaths in this Honble Court for the Indian Natives one of which and that is most Practised is by taking the Mind and Water in the presence of the Court, The other and more Solemn is that of the Pagoda the Solemnity thereof is also so Awfull and the Consequences that Affect People of Your Petitioners Cast that takes it so prejudicial That Your Petitioner is informed it is very Seldom required by this Honble Court and on that Account also Your Petitioner presumes is and will always be held in greater Veneration by all the People and when allowed Your Petitioner presumes it is in such instances only as there is Apparent Reason to Doubt the Veracity of the Juror unless it be vouched by this Solemnity or where other and more Legal or Regular Evidence is wanting, more Your Petitioner to convince this Honble Court How Little Reason there is for the Complainant to Request this Oath would pray this Honble Court to consider the State of this Present Case as it is set forth in the Bill of Complainant and Answer where Your Petitioner Humbly conceives it will clearly appear that the proof if any Should be Necessary Lies upon the Complainant in every particular which he contends for the Policy is Admitted by both Parties, The manner in which it was obtained remains only to be proved and Should the Complainant think that it will avail him to prove an agreement Different from the Tenor of the Policy He must prove such an agreement for since he kept the Policy so long in his Possession without making any Objections thereto Surely the Presumption of Evedence must stand in favour of the Paper which was so long in the Complainants Custody nor can it be said that Your Petitioner gives any Ground of

and to Decreed to pay unto your Orator the aforesaid Sum of Fifty five Pagodas and an half, also such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit May it pleave this Honble Court to cause the Said Joannes Cerateon 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 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 thereon as to this Honble Court shall seem Meet

John Palmer
Attorney for the Complt

Mayors Court
Madraspatnam

Tuesday the 22d Day of July
Anno Domini 1760

L. S

Present

Francis Taylor Esquire Mayor
Peter Marriette John Semein Smith
John Calliaud John Debonaire
Richard Brickenden Henry Eustace Johnstone
& John Whitehill Aldermen

Between Jan Markus
Schayes of Madras Mariner Complainant and Joannes Cerateon also of the same place Merchant Defendant

The

to all intents and purposes as if the same where here again repeated &c, and Interrogated and be Decreed to pay unto your Orator the aforesaid Sum of Fifty two Pagodas and an half also such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit May it please this Honble Court to cause the said Catchetty Ovanna 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 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 Palmer
Attt. to the Compt

Mayors Court
at
Madraspatnam

Tuesday the 22d Day of July
Anno Domini 1760

2:8

Present

Francis Taylor Esquire Mayor
Peter Mariette, John Lewin Smith
John Calland, John Delonoare
Richard Brichendene, Henry Eustace Johnson
and John Whitehill Aldermen

Mayors Court

Between Lyn Marshus Schreyer
of Madras Mariner Complainant and
Catchetty Ovanna also of the same Place
Merchant Defendant

The Defendant being in Court and acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to

Mayor's Court
at Madraspatnam

Tuesday the 22. Day of April
Anno Domini 1760

L. S.

Present
Francis Taylor Esquire Mayor,
Peter Mayrese, John Lewen Smith,
James Jones, John Galland,
John Debonaire, Richard Brackenden
& Henry Eustace Johnson, Aldermen,

Mayor's Court

Between Joseph Salomons
at Present of the City of London in the
Kingdom of Great Britain Merchant
by his Attorney John Debonaire of
Fort Saint George on the Coast of
Choromandel in the East Indies
Merchant Complainants and Peter
Marie Betal Present of Fort Saint
George in the East Indies Merchant
Defendant.

The Demurrer & Joinder coming on to be argued this Day
in the Presence of the Parties and of the Attornies on both sides, On Hearing
the Pleadings made use of by the Attornies and on due Consideration had
thereon, It appearing to the Court that the Prayer made by the Complainants
in his Bill of Complaint is founded on a mere Supposition that the
Defendant may not perform the Articles of Agreement entered into by and
between the Complainants & Defendant, and not on any Absolute Breach
of the said Articles of Agreement on the part of the Defendant; and it likewise
Appearing to the Court that by the Tenour of the said Articles of Agreement
All Disputes or Controversies that may arise between the parties are to be
settled by Arbitration. This Court doth therefore think fit to Order
and Decree and do accordingly Order and Decree that the Complainants

Bill

determine the said difference and Matters of difference One of which said Arbitrators the said Joseph Salomons his Exors or Admors shall chuse and Name and the said Peter Mazière his Exors & Admors shall chuse and Name One other of the said Arbitrators and the said Arbitrators so to be Nominated as aforesaid shall Name and Chuse the third Arbitrator and that Each of the said Parties his Exctors and Admors shall respectively Stand to abide Performand keep Such award order determination and Judgmt which the said Arbitrators or any two of them shall make and give in Writing Under their hands and Seals unto the said Parties Subject by these Presents thereunto Upon and Touching the said difference and Matters in difference So as the said award be made and given as aforesaid in Writing within 10 days Next after the Choice and Nomination of the said Arbitrators in that Behalf and it is further Agreed by and between the said Parties to these Presents that Such Submission and Reference shall allways be made a Rule of his Majesty's Court of Common Pleas at Westminster In Witness whereof the said Parties to these presents have hereunto Set their Hands and Seals the day and Year first above Written

Sealed and delivered being first duly Stamped in the Presence of Stephen Guion Thom.s Life.

Jos (L.S.) Salomons

Peter (L.S.) Mazière

Attested to be a true Extract from a Copy of the Articles of Agreement between Joseph Salomons and Peter Mazière

Pr J. M. Nore
Not. Pub.
1760

Feb.y 9.th 1760.

Sir

I received your Letter dated 31.st January 1760 in answer to which I say, As to the Allowance of three hundred P.r Annum for House keeping It is true such was the Agreement but as I was obliged to Repair and Furnish

England consigned to himself not observed ... And as the said Peter Marriette does not deny such Articles of Agreement between the said Joseph Salomons and himself the said Joseph Salomons conceives it is but just that the said Peter Marriett should give a true and just Account of such Ballance and how it is employed before his departure from this Place for England as he has publickly declared his Intention to proceed thither as will appear by the Records of this Honble Court and should the said Peter Marriette be permitted to carry the Ballance of such Account in the manner he proposes the said Joseph Salomons might by a loss or accident happening to the said Peter Marriette be a considerable sufferer and not able to recover such loss by such Imprudent Behaviour of the said Peter Marriette which would otherwise be avoided by Insurance of such Ballance was Invested in Diamonds and Registered and Consigned Jointly to the said Joseph Salomons and Peter Marquetee the said Joseph Salomons further begs leave to observe to this Honble Court that although the said Peter Marriette would endeavour to persuade this Honble Court that he would observe strictly the Articles of Agreement which Articles of Agreement to refer to such Orders as the said Joseph Salomons shall send the said Peter Marriette touching such Purchases and Consignments and as the said Joseph Salomons has given particular Orders to have such Consignments made jointly to save a loss by Insurance Consequently carrying Diamonds to England in a manner contrary to such Orders is a breach of the Agreement. That the said Joseph Salomons delivered the Articles of Agreement between him and the said Peter Marriette to the said Peter Marriette as he did not suppose that the said Peter Marriette would Deviate therefrom or make the least objection to what he is sensible he is obliged to Comply with And by this Honble Court not granting the Prayer of the said Joseph Salomons to Oblige the said Peter Marriette to deliver in such Articles of Agreement has deprived the said Joseph Salomons the opportunity of pleasing to this Honble Court the Justness of his Demand having no Copy of such Agreement — As to the Clause inserted in the said Agreement which expressly stipulates that any variance Strife or Difference or Controversy which shall happen arise from or be between the Parties their Executors or Administrators upon touching or concerning their Joint Trade or Undertakings or any their Buying Selling Accounts matters or things relating thereunto shall upon reasonable Request made by each to the other of them before any Suit shall be Commenced for or Touching the same cause to be chosen

Heard and determine the same In manner as the said Clause does particularly Specifye and that each of the parties shall abide by such award so as the same be made And Given in Writing within forty days after the Choice of such Arbitrators and the same Clause does further expressly Stipulate that such Submission and Reference shall always be made a Rule of his Majestys Court of Common pleas at Westminster, Now that the Complainant should commence any suit Against this Defendant in Honble Court founded upon Articles which Conclude with the said Clause This Defendant apprehends will appear very extraordinary to this Honble Court as the said clause can no where be Complied with but in England And no Suit can be Brought therein thereby either party before the Conditions of the above Clause are Complied with This Defendant is verry sensible that it is not Regular to acquaint this Honble Court in this his Demurrer that the Complainant has not Complied with the Contract of the said Agreement but in very few Instances And that he will be obliged to call the Complainant to Account for the same If the Complainant should Refuse to Satisfy Him his Just Demands And for several other Reasons and defects this Defendant doth Demurr in the Law thereto and will abide by the Judgment of this Honble Court whether he shall be put to make any further or other Answer to the said Bill And Prays to be hence Dismissed with his Costs And Charges on this Behalf most wrongfully Sustained

Wedale Palmer
Atty for the Deft

Read & Filed the
8th April 1760.

The Joinder of Joseph Salomons
by his Attorney John Debonaire of Mincing
Lane Merchant to the Demurrer of Peter Mariette
of the same Place Merchant

The said Joseph Salomons by his Attorney John Debonaire
said that Notwithstanding any thing alledged by the said Peter
Mariette the said Bill ought not to be quashed as the said Joseph
Salomons saith that his Demand is not founded on a bare supposition
that the said Peter Mariette will or may avoid fulfilling the
Articles

172.

Read & Filed the 18th March 1760.

The Demurrer of Peter Marriott of Madras Merchant Defendant to the Bill of Complaint of Joseph Salomons by his Attorney Petitr. Delamaire of Madras Merchant

This defendant by Protestation not Confessing or acknowledging all or any part of the matters and things in the Complainants said Bill of Complaint contained to be True in such manner as the same are therein and thereby set forth and alledged Saith that he is advised that there is no matter or thing in the said Bill Contained good and Sufficient in the Law whereby to call this defendant In Question in this Honble Court for the same But that there is good cause of demurrer thereto By reason of the Insufficiency of the matter alledged in the Complainants said Bill which is founded on a bare Supposition and presumption that this defendant will or may avoid fulfilling the Articles of partnership Subsisting between Him and the Complainant Not that he has actually refused or avoided the same which this Defendant humbly conceives can be no Just cause of Suit Against Him nor a Sufficient Ground for this Honble Court to make any certain Order or to give any certain decree upon; The Articles of partnership between the Complainant And this Defendant being equally binding upon both parties And it is upon an Actual non Compliance with or breach thereof that an Action can be Grounded And this Action of the Complainant is not founded upon any such breach or non Compliance But upon a bare Supposition That the same may happen And this Defendant not only demurrs to the Complainants said Bill because the same is entirely founded upon a Bare surmise of what may happen to wit that this Defendant may so farr depart from the Articles between him And the Complainant as not to Invest the money which may remain in his hands in diamonds And to consign the same to the Complainant by the First Vessell which may go for England which this Defendant begs leave to Say is a matter which in its own nature must be allways Uncertain because it may be difficult and even Impossible for this Defendant to Invest such Sum as may remain in his Hands in those particular sorts of Diamonds which the Complainant Orders this Defendant to

Send

Shipped and not Consigned to your Orator and the said Peter Marriette that loss cannot be recovered from the Insurers whereas if they are Shipped and Consigned in manner aforesaid and Should after fall into the Hands of the Enemy or otherways lost the Insurers are obliged to pay for such Diamonds that the said Peter Marriette be obliged to deliver over a Parcel of Sprigs and Losses now remaining in his hands to your Orator also the Half of such Commission he has or may receive jointly with the said Mr Andrew Ross as your Orator cannot ascertain the Amount thereof to Debt the said Peter Marriette for his Half share or Proportion of the said Commission. But in case the said Peter Marriette should not comply with your Orators Request in Consigning to England the amount of the said Ballance or any other Sum which appears to be due over and above the said Ballance in Diamonds Consigned to your Orator and him the said Peter Marriette by the first Vessell which Sails from this Place to England all Charges being first deducted In such case your Orator prays that the said Peter Marriette may be obliged to Pay the said Ballance to your Orator as also what other Sum shall appear over and above the said Ballance to be due to your Orator from the said Peter Marriette with the Interest thereon from the time the said Peter Marriette shall Neglect to Ship the Diamonds by the first Vessell until an opportunity should offer to send the amount of such Ballance to England in Diamonds as already requested that the said Diamond Sprigs and Losses now remaining unsold be delivered to your Orator that he be obliged to Pay House Rent from the time he shall occupy the said House beyond what your Orator has charged in the aforesaid Account Current also all Costs of this Suit. And your Orator further prays that the said Peter Marriette may be obliged to deliver in writing his Answer the said Agreement already referred to for the Inspection of this Honble Court and your Orator

May it please this Honble Court to Cause the said Peter Marriette to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and Districts thereof personally to be and appear at a certain time and Place to be by this Honble Court 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

by any Person or Persons whatsoever in the East Indies or elsewhere to buy or purchase any Wares Goods or Merchandize of what sower the Commission or Profit arising on such Sales or Purchases was to be equally devided between your Orator and the said Peter Marie De And your Orator further sheweth unto this Honble Court that the Debit side of the Account Current will Sufficiently shew that your Orator has not been backward in making sufficient Remittances to the said Peter Marie De nor can the said Peter Marie De complain of your Orator touching any part of his Agreement with the said Peter Marie De for your Orator has complied with the Terms thereof And your Orator unto this Honble Court that during the time the said Peter Marie De has been in this Place he has only Credited your Orator half the Amount of the Sum of Seven hundred and Sixty Eight Pagodas twenty four Fanams and Seventy one Cash which he would persuade your Orator is the whole Profit or Commissions on Sales and Purchases during his Residence at this Place notwithstanding your Orator is well convinced that such Profits Commission on Sales & Purchases must amount to a much larger Sum And as a proof of your Orators Assertion your Orator begs leave to acquaint this Honble Court that the said Peter Marie De has omitted to Credit your Orator half Commission on a Sale amounting to the Sum of Seven hundred and Three Pagodas Nine Fanams as also for half an Allowance or Commission of two p Cent given by the Black Merchants on the purchases of Diamonds for the Said Account Nor has the said Peter Marie De given your Orator Credit for half a Commission received with Mr. Andrew Rose on the Sale of some Coral as aforesd Consignments to them and the said Mr. Andrew Rose Although he is obliged to do it by the Articles of the said Agreement now in the said Peter Marie Des possession And as the said Articles of Agreement elapsed on or about the Month of December One thousand Seven hundred and Fifty Eight your Orator has Charged the said Peter Marie De House Rent during the time he has so lived in the said House beyond the term of the said Agreement as also the amount of the said House which he detains from your Orator And your Orator further sheweth unto this Honble Court that there is a particular Clause in the said Agreement whereby the said Peter Marie De is obliged to remit what Sum or Sums of Money may remain in his hands after the time limited

viz

66.

One Month after date we promise to pay to Mr. Daniel de Castro or Order One Hundred Currant Pagodas for value recd this 5th Feby 1760. we acknowledge ourselves equaly bound for the whole Sum, in case this Note is not paid in Due time, each of us to be answerable one for the other

P100.

Mayors Court at Madraspatnam

Tuesday the 1st Day of April Anno Domini 1760.

L.S.

Present
Francis Taylor Esquire Mayor,
Peter Mayatte, John Lewen Smith
James Longs, Buchanan Brickenden
& Henry Eustace Johnson Aldermen

Mayors Court

Between Daniel De Castro of Madras Merchant Complainant and Melaiduvan and Sameyndra also of the same Place Merchants Defendants

The Defendants being in Court and Acknowledging the Justness of the Complainants Demand, this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of One Hundred Pagodas together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

J Lewin

Mayor's Court
at Madrasapatnam

Tuesday the 25th Day of
March Anno Domini 1760

L.S.

Present
Francis Taylor Esquire Mayor
Peter Mafielle, John Senior Smith,
James Jones, John Calland,
John Bernadyre & Henry Eustace Johnson
Aldermen.

Mayor's Court

Between Ewash of Madras
Dubash Complainant and
George Mackay of Madras Merchant
and James Nelson of the same
Place Surgeon both Executors to the
Estate of Robert Bannatyne Esqr.
of Foot in the Service of the United
East India Company Deceased
Defendants.

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 two Notes annexed, the Defendants Answer, the Replication, the Rejoinder, the Interrogatories & Depositions on the part of the Complainant On hearing the Pleadings made Use of by the Attornies & on due Consideration had thereon, It appearing that the Complainant has brought sufficient proof of the Justness of his demand to the Satisfaction of the Court.
THIS COURT doth therefore think fit to Order & Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just sum of Three Hundred & Sixty seven Arcot Rupees (367 N) and that the Costs of Suit shall be defrayed out of the Estate of the said Robert Bannatyne deceased.

J. Taylor Mayr

Mayor's Court &
Madraspatnam

Between Enoch Cornelius
Grant and George Mackay and
James Nelson Executors to the
Estate of Robert Bannatyne
deceased and Defendants

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

Vencatachellum of Madras Brahmin Writer Aged 25 Years or
thereabouts being produced as a Witness in this Cause on the part of the
Complainant was on the 6th day of February 1760 Sworn at the Office of
Mr. John Palmer Attorney for the Defendants by Canacapa who left a
Note of the Name Title & Place of abode of the said Vencatachellum and
afterwards on the same day being Sworn & Examined deposeth as follows
To the first Interrogatory this Deponent saith that he has known the
Complainant 8 Years the Defendant George Mackay about 6 Years &
James Nelson 1 Year or thereabouts.

To the Second Interrogatory this Deponent saith that he did serve the
Deceased Capt.n Robert Bannatyne in the Capacity of a Writer and that
he knows that the Complainant was Ordered to go to Pulicat by the said Capt.n
Robert Bannatyne, that it was in the time of the Siege of this Place, that the
Deceased Robert Bannatyne sent him thither with his Cash, And this
Deponent saith that to his Knowledge the Complainant did Deposite
an Escritore in the Hands of the said Capt.n Robert Bannatyne, that it
was Deposited just before he went to Pulliacat, that he this Deponent
does not know what were the Contents of the said Escritore but that the said
Capt.n Robert Bannatyne Kept the Key thereof and saith that to his
Knowledge the deceased did take sums of money out of the said Escritore on
the first and second days of February One thousand seven Hundred and
fifty Nine, that the said Robert Bannatyne deceased did take money
out of the said Escritore twice, that the Sum was five hundred & Sixty
seven Arcot Rupees, that the deceased took out at one time seven hundred
Rupees and at another Sixty seven Rupees and saith that the said
Capt.n Robert Bannatyne did make a Memorandum upon his taking
out the above Sums of Money which he put into the Drawer of the

Escritore

not ascertain the Sum, He did not see Cruah deliver any Keys to Capt. Bannatyne. But 10 or 12 days after the Chest was deposited, he saw Mr. Bannatyne take a Key out of his own Pocket and Open'd the Chest, at which time he observ'd the Rupees. That when he (Capt. Bannatyne) open'd the Chest, he saw him take out 500 Rupees, and wrote on a piece of Paper that was in the Drawer. That was the only time he saw him take Money out. That he never heard Capt. Bannatyne say to whom the Money belong'd.—

3. To the third and last Interrogatory this Deponent Saith that He heard Cruah tell Morgan his own Brother, who also Serv'd Capt. Bannatyne, that there were two thousand Rupees in the above mentioned Chest and desired him in case the French came to Madrass, he would take care to have it buried and more this Deponent Saith not

Jurat Sworn &c.

Jas. Boyachier
David Russell
Daniel Fleschman
Wm. Flint

Examined

Interrogatories to be Administred to Cruah Arathum Produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause Wherein one Cruah of Madrass Merchant is Complainant and George Mackey and Anna Nelson Executors to the Estate of Robert Bannatyne deceased Defendants.—

Imprimis. Do you Know the parties Complainant and defendant in this Cause or either and which of them. If yea how long have you so Known them or either and which of them declare.—

2. Did you or did you not ever serve Captain Robert Bannatyne deceased. If yea in What Capacity. Do you or do you not Know of the Complainant Cruah being ever ordered by the said Robert Bannatyne to go to Pullicat. If yea when and for what Reason did the said Robert Bannatyne send him.

Do you Know or do you not Know of any Executor being deposited by the

Defendants do not admit that the Executore and the Money therein said to be deposited with the deceased or the Money said to be taken thereout to be true as none of those circumstances appear by any Books or Papers belonging to the said deceased in these Defendants Possession 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
Solr for the Defts

Interrogatories to be Administered to Nellanah Dubash a Witness to be produced Sworn and Examined on the part of the Complainant, in a Cause Wherein Sunah of Madras Dubash is Complainant and George Mackay and James Nelson Executors to the Estate of Captain Robert Bannatyne deceased are defendants. &

Imprimis Do you know the parties Complainants and Defendants in this Cause or either and Which of them? How long have you so known them or either and which of them? declare.

2d Did you or did you not ever serve Captain Robert Bannatyne deceased? If yea in What Capacity? do you know or do you not know of any Executore ever deposited by the Complainant Sunah in this Cause in the hand of Captain Robert Bannatyne deceased? If yea when was such executore so deposited? Was or was not any Sum or Sums of Money contained in such Executore at the time it was so deposited? If yea what Sum or Sums or how much money was Contained in such Executore as aforesaid? and to Whom did the said Complainant Sunah deliver the Key of such Executore at the time it was so deposited?

Do you know or do you not know of any part of such Sum or Sums of Money deposited as aforesaid being expended by the said Robert Bannatyne deceased? during the time they were so deposited with him? If yea what part or how much of the said Sum or Sums of Money so Deposited as aforesaid were Expended by the said Robert Bannatyne Deceased? did or did not the said Robert Bannatyne at any time or times declare whose property it was or to whom the Money so expended as aforesaid belonged to? If yea when did he Make such declaration who

Replyants demand would not be Contested by this Executors and that he had Sufficient vouchers to prove the equity of it and although the defendants are of Opinion that the said Two Notes Annexed to this Replyants Bill of Complaint are no proofs that the Rupees inserted in them were this Replyants property This Replyant alledges that as the said two Notes were found in a drawer were this Replyants Rupees were deposited and remained in the said drawer upon the said Robert Bannatyne returning this Replyants executors to him after the Siege aforesaid and as there was exactly the said Sum Mentioned in the said Two Notes deficient in the Account of this Replyants Rupees deposited in the said drawr These circumstances of themselves carry the Strongest presumption that the said Rupees mentioned in the said Two Notes were actually a part of those very Rupees deposited with the said Robert Bannatyne deceased by this Replyant all which Matters and things this Replyant is ready to averr maintain & prove as this Honble Court shall direct and Humbly prays as in and by his said Bill he hath already —

Archdale Palmer
Atty for the Repl.t —

Read & filed the 6th
November 1759.

Rejoinder of George Mackay of Madras Merchant and James Wilson of the same Place Surgeon Executors to the last Will and Testament of the late Captain Robert Bannatyne deceased to the Replication of Ensign of the same Place Dubash —

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 Say that all and singular the Matters and things in these Defendants Answer are certain true and sufficient the Law to be replied unto And these Defendants further say that they deny that the Estate of the Deceased Captain Robert Bannatyne is indebted to the Replyant nor does it appear that the Replyant ever left any Sum or Sums of Money in

Sum of Five Hundred Rupees on the Company's Account to Seapoys and Coolies which was advanced him by the Paymaster John Pybus for which these Defendants have since the Death of the said Robert Bannatyne accounted with the said John Pybus And these Defendants further say that the said deceased some time before his Death sent a Letter to these Defendants in the nature of a Codicil to his Last Will and Testament but takes no notice of the Complainants demand all which Circumstances seem to corroborate these Defendants assertion that the Complainants demand appears to be without Foundation These Defendants conceive that the two Memorandums taken Notice of by the Complainant can be no proof that the Rupees mentioned in them were his Property as the deceased would naturally have put some such Memorandum in a Drawer where he had Rupees of his own if he had occasion to take any out, Nor does it appear by any Books or Papers in these Defendants Possession that the deceased is any ways indebted to the Complainants. All which matters and things these Defendants are ready to aver maintain and prove as this Honble Court shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained

John Palmer
att. for the Defts.

18th September 1759.
Sworn to before me by the Defendant
James Wilson.
Claud Russell
Mayor

Geo: Mackay
James Wilson

Read & filed the
23: Octobr 1759.

The Replication of Cruah of Madrass Dubash to the Answer of George Mackay of Madrass Merchant and James Wilson of the same Place Surgeon Executors to the Last Will and Testament of Robert Bannatyne late Captain of Foot in the Service of the Honble the East India Company deceased

This Replicant now and at all times saving and reserving to Herself all manner of Exception to the many untruths and uncertainties in the

Conjeveram your Orator has Applyed himself since to the said George Mackay and James Wilson his Executors aforesaid for payment of the said Sum of five Hundred and forty seven Arcot Rupees

But now so it is may it please this Honble Court the said George Mackay and James Wilson Executors as aforesaid Refuse your Orator any manner of Satisfaction touching the premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the End Therefore that the said George Mackay and James Wilson may upon their Corporal Oath a True and perfect Answer make to all and Singular the Matters and things herein before Alledged and Setforth as truely fully and effectually to all intents and purposes as If the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the said Sum of five hundred and forty seven Arcot Rupees also all Costs of this Suit

May it please this Honble Court to Cause the said George Mackay and James Wilson to be Summoned and Required by the Sheriff of Fort St George Town of Madrasspatnam and Districts thereof to be and appear a certain Time and place to be by this Honble Court for that end and appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Atty for the Complt

Borrowed of this Drawer Rupees 500
February 1st 1759

Robt Bannatyne

Febry 2d Borrowed of this Drawer 1 Rupees.

Robt Bannatyne

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Mayor's Court
at Madraspatnam

Tuesday the 11th Day of March
Anno Domini 1760.

L.S.

Present
Francis Taylor Esquire Mayor,
Peter Mariette, John Lewen Smith,
John Debongire & Henry Eustace Johnson,
Aldermen.

Mayor's Court

Between Henry Brooke
of Madras Merchant Complainant
and Vencata Kistnah also of the
same Place Dubash Defendant

This Cause coming on to be heard and debated this day in the Presence of
the Attornies on both sides, on Reading the Complainants Bill, the Defen-
dants Answer, the Replication the Rejoinder, The Interrogatories & Depos-
itions on the part of the Complainant, the Interrogatories & Depositions on
the part of the Defendant as also one Exhibit on the part of the Defendant, on
hearing the Pleadings made Use of by the Attornies and on due Consideration
had thereon, It Appearing to the Court by the Depositions produced as
well on the part of the Complainant, as of the Defendant, that the Earth Oil
never was delivered to the Defendant by the Complainant, but that the
Complainant always kept the same in his own Custody until it was sold
by Persons Employed by him and in his Presence, and that the Defendant
was in no Shape entrusted with the Sale of the same. This Court doth
therefore think fit to Order and Decree and doth accordingly Order and
Decree that the Complainants Bill shall stand dismissed with Costs.

J. Court

Translate of the sides of the Cadjans marked N°1.2.3.&4.

Potlack	Ball Eruah		26	
Bowls	Ensign Myers	1.	30	
Cups & Saucers	Mr Denham	1.	27	
1 Bowls & Tunglet	Mr Turner		35	
5 Bowls	Mr Davidson	1		
1 Bowls	Mooliah		16	
1 Soop Dish & Pot	Mr Denham	1		
1 Jarrs	Tandah		31	
1 Jarrs for ready money		1.	27	
9 Glasses & Saucers for ready Money			32	
30 Window Glasses & Box	Varapah Chitter	3.	31.	10
15 Case Bottles & Jar Box with 1 Bottle	Hedrick Smith	2.	22.	10
Mr Salter	Ensign Myer	1.	13	
2 Cattys of Tea & 2 Cattys of Pepper	Ball Eruah	1.	25	
4 Cash Varsh Oil @ 1. 1/2 15 Measures	Tandah			
1 Arrack Chest	Mr Turner	1		
5/8 Long Cloth	Arnachellum	30.	9	
5/8 Long Cloth	Sinnapyan	30.	1.	10
2/8 Long Cloth	Narrain Chitter	12.	18	
6 Arrack Bottles	Cuttyapah		18	
1 Glass	Mr Davidson		13	
1 Glass	Nayachah		13	
Sugar	Rangayah	1		
66 Tea Cattys	Captain Bibb	51		
Mr Druitt's Bill		6.	31.	35
Mr Hunts Bill		9.	16.	72
Mr Harris's Bill		11.	17.	30
Cash			35	
	Amount of 38 Notes	231.	35	
Trupaks Bill		6.	29.	47
Chintambyas Bill			35	
	Amount of 2 Notes	242.	13	
		2.	18	
		244.	31.	74

Translated from the Cadjans N°1.2.3.&4.
by Canacapah. John Robinson Dep. Com. Gen.

Complainant 3 Years and the Defendant 20 Years or thereabouts.

1 To the Fourth Interrogatory this Deponent saith that he did about three Years past purchase some Earth Oyl that it was the Property of the Complaint: ment and was in Casks, and further saith that he this Deponent did likewise purchase soe soon Jarrs at the said Outcry and saith that a Note was brought to him this Deponent for the said Oyl that it was brought to him by one Condapah to whom he this Deponent paid the Amount, and saith that the said Note appeared to him this Deponent to be wrote in the English Language, and saith that the Complainant & several Gentlemen were present at the Outcry and more saith not to any particular Question Enquired off in this or the last Interrogatory.

Mat: Clarke
Exam:t

Saudah 3 5 6 7

Mayors Court at Madraspatnam

Between Henry Brooke
Complainant and Venkaty Krishnah
Defendant

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

Verdapah Chitty of Madraspatnam Merchant Aged 18 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 23d day of January 1760 sworn at the Office of Mr Brookdale Palmer Attorney for the Complainant by Coracapa Soko Esqr a Note of the Name Title & place of abode of the said Verdapah Chitty and afterwards on the same day being sworn and Examined deposeth as follows.

N
1 To the first Interrogatory this Deponent saith that about two Years or thereabouts

M
5 To the Fifth Interrogatory this Deponent saith that about two Years past he did purchase Earth Oyl from the Complainant which was then in Casks and saith that he paid twelve Pagodas some Servants for the same and further saith that one Pattiapah was concerned with him when he purchased the same that there was a Note given for the Amount of the Oyl so brought and saith that he this Deponent paid his

Complainant by Canacapa who left a Note of the Name Title & place of abode of the said Ninapah afterwards on the same day being sworn and Examined deposeth as follows.

A: To the first Interrogatory this Deponent saith that he has known the Complainant about 8 Years and the Defendant 22 Years or thereabouts.

Q: To the Second Interrogatory this Deponent saith that to his knowledge the Complainant had some Earth Oyl which he brought with him from the Negrais and saith that the said Oyl was Packed in Casks, and saith that he this Deponent and the Defendant did sell part thereof in the Presence and by the Order of the Complainant, that it was Packed in Casks and was sold for twelve Pagodas or thereabouts And this Deponent further saith that the Complainant signed the Note for the said Oyl and that he this Deponent Collected the money which he paid to the Complainant and saith that the Oyl which remained unsold was Packed in Casks. And further saith not to this Interrogatory.

6th: To the Sixth and last Interrogatory this Deponent saith that whenever he went to the Godown where the above Oyl was kept he was always Accompanied by the Complainants Dubash who carried the Key back again to the Complainant. And more saith not to any particular Question engrossed off in this Interrogatory.

Ninapah

Mat. Clarke
Exam.

Mayors Court at Madraspatnam

Between Henry Brooke
Complainant and Venkaty Kistnah
Defendant

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

Chingleroy of Madras Coniquity Aged 20 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 23. day of January 1760. Sworn at the Office of Mr. Archdale Palmer Attorney for the Complainant by Canacapa who left a Note of the Name Title & place of abode of the said Chingleroy & afterwards on the same

or what became of it afterwards, and saith that the Complainant and his Concieply Ninapah were present at the Sale of the above Oil And more saith not to this Interrogatory.

D: To the third Interrogatory this Deponent saith that to his knowledge the Complainant had two Concieplys in his Service during the time that he was possessed of the above Oil, that there Names were Andiapah and Ninapah and more saith not to this Interrogatory.

K: To the fourth and last Interrogatory this Deponent saith that the Complainant wrote to him this Deponent Several times to get the above Oil Sold and that he this Deponent told the Defendant thereof who put two Casks in and one and Debit at Oostery when the Complainant returned from their Mourning And further saith not to any particular Question enquired off in this Interrogatory.

Matt: Clarke — Examt.

Jno Shellburne his ✕ mark

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein Henry Brooke is Complainant and Cheneaty Kistrah is Defendant

For all the Witnesses — 1st Do you know the Parties Complainant and Defendant in this Cause if Yea how long have you so known them or either and which of them — Declare?

Ninapah — 2d Do you know or do you not know if the Complainant ever had any and what Oil and where did he get the said Oil and in what was the said Oil Packed Was or was not part of the said Oil Sold if Yea who Sold it and in what was the said Oil packed that was so Sold for what Sum was it Sold who signed the Note for the said Oil who Collected in the Money and what became of the said Money — and in what was the said Oil packed that you have ever Sold Declare?

Chenglenoy — 3d Look upon the Sides of the Papers marked No. 2. 3. and 4. whose Accounts are they, did you ever see the said Person write if you whose writing are they if you are not the Person who wrote them state clearing or how long has he been Dead are you any and what relation to the said Person — Who did the said Person

40

2d To the Second Interrogatory this Deponent saith that to his knowledge the Complainant had some time ago some Oyl that there were three Casks and that Nonapah Conicoply put the same into the Complainants Godown and further saith that to his knowledge the said Oyl was Sold, that one Cask was Sold privately by the said Nonapah & the other two Casks were Sold at Publick Outcry by Cordapah the Complainants Conicoply. and more saith not to any particular Question enquired off in this or the last Interrogatory.

Mad.r Clarke
Exam.t

Ramah

Interrogatories to be Administred to Arnatchellum a Witness produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein Henry Brooke is Complainant and Vencaty Krishnah is Defendant

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

2d Do you know or do you not know if the Complainants ever had any Oyl for Sale, if Yea, when, what Oil, who sold it, and by whose direction was it Sold, and to whom was it Sold, for what Sum in what was the said Oil put, who acted as Interpreter at the Sale thereof, who signed the Note for the said Oil, who Collected in the money and what became of the money afterwards Do you know or do you not know if the Complainant had any more Oil after the above said Oil was sold, if Yea, what Oil was or was not the said Oil sold if Yea to whom and for what Sum and by whose direction was it Sold, and in what manner was it Sold, in what was the said Oil put, who signed the Note for it, who collected in the money and what became of the Money afterwards, who were present at the Sale thereof to the best of your Knowledge and belief Declare?

3d Do you know or do you not know if the Complainant had any Conicoply or Conicoplys in his Service during the time he was possessed of the aforesaid Oil if Yea what were the Name or Names of such Conicoply or Conicoplys To the best of your Knowledge and belief Declare?

4th

was mixed with Water. & saith that he told the Defendant thereof who bid him
pray no Custom And more saith not to any particular Question ingeired
off in this or the last Interrogatory.

Mad.ª Clarke
Exam.ª

Palliapah Verdapah his mark

Mayors Courtas
Madraspatnam

Between Henry Brooke
Complainant and Doncaty Chetty
Defendant.

Depositions of Witnesses in this Cause taken by & before the Examiners
in this Court as followes.
Verdapah Chitty of Madraspatnam Merchant Aged 18 Years or thereabouts
being produced as a Witness in this Cause on the part of the Complainant
sworn on the 1st day of February 1760 shewn at the Office of Mr. John Palmer
Attorney for the Defendant by Canacapa who left a Note of the Name Title
& place of Abode of the said Verdapah Chitty and afterwards on the same
day being Sworn & Examined deposeth as followes.

1st To the first Interrogatory this Deponent saith that he has known the
parties Complainant & Defendant in this Cause 2 Years or thereabouts

2d To the fourth Interrogatory this Deponent saith that he bought one Cask
of Castle Oyl belonging to the Complainant that Palliapah was Concerned
with him this Deponent and saith that Nimapah & the Defendant made
up the Price of the said Oyl in the Presence of the Complainant, and further
saith that no Person ever demanded any Custom of him this Deponent
for the said Oyl And more saith not to this Interrogatory.

5th To the fifth & last Interrogatory this Deponent saith that he paid Nimapah
three Pagodas for his Share of the said Oyl and bid him convey their Note
to Pallapah who would discharge it And further saith not to any particular
Question ingeired off in this Interrogatory.

Mad.ª Clarke
Exam.ª

Verdapah his mark Chitty

not to any particular Question enquired off in this or the last Interrogatory

Mad.ª Clarke

Kistnah

Exam.ª

Mayors Court at Madraspatnam

Between Henry Brooke Complainant and Vencaby Kistnah Defendant.

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

Ninapah of Madraspatnam Conicoply Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 7th day of February 1760 Sworn at the Office of Mr John Palmer Attorney for the Defendant by Canacapa who left a Note of the Name Title & place of Abode of the said Ninapah & afterwards on the same

Q.ª Day being Sworn & Examined deposeth as follows.

A.ª To the first Interrogatory this Deponent saith that he has known the Complainant 8 Years & the Defendant 8 Years or thereabouts.

Q.ª To the third Interrogatory this Deponent saith that he knows of some Oyl which belonged to the Complainant that it is about three Years since the Complainant was so Possessed thereof and saith that it was Cocoa Nut Oyl And this Deponent saith that he was Employed by the Defendant to Sell the said Oyl, and saith that he this Deponent served the Complainant three Months and upon his demanding his Wages the Complainant would not pay him, he this Deponent therefore left his Service, And saith that he this Deponent knows of the Sale of the said Oyl, that he this Deponent knows of the Sale of the said Oyl, that he this Deponent brought the Merchants & with the Defendant made up the Bill with them for the said Oyl, that one Cash thereof was Sold to Pallinapah & Vasapah Children and that he this Deponent Obeyed as Head Dubash in what Concerned the said Oyl, but that the Defendant Obeyed as Head Dubash in other Goods and Merchandize belonging to the Complainant. And more saith not to this Interrogatory.

5.ª

1 Interrogatories to be administered to Such Witnesses as shall be produced Sworn and Examined on the Part and behalf of the Complainant in a Certain Cause Wherein Henry Brooke of Madrass Merchant is Complainant, and Venkatta Chistnah of the Same place Dubash is Defendant

To all the Witnesses } Imprimis. Do you Know the parties Complainant and Defendant or either and which of them If you Know how long have you so Known them or either and which of them declare.

To Chistnah Dubash } 2d Do you Know of any account or Accounts ever Had or Shewn to the Defendant by the Complainant If you when was it and where and what Accounts were they, and what was the Substance of what the Complainant so read or Shewed to the Defendant & what did the Defendant Say upon Seeing or hearing Such Accounts read, who was Present and what other Conversation Passed both on the Part of the Complainant and defendant at that Time the whole declare as you Know and do believe

To Nenapah Comiapley } 3d Do you Know or do you not Know of any Oil Sometime Ago belonging to the Complainant Mr Henry Brooke If you when and how long Ago was the Complainant So Possessed of such Oil and what Sort of Oil was it was you or was you not ever employed in any Business touching or relating to the Said Oil If you by whom was you so employed and in what Manner was you employed and from whom did you Receive your pay or Wages Do you or do you not Know any thing concerning the Sale of the Said Oil If you who Sold & made up the Price with the Buyers of Such Oil and to whom was the Said Oil or any and what Part thereof Sold who Asked or heard Dubash in what concerned the said Oil and other Goods and Merchandize appertaining or belonging to the Complainant at the time beforementioned Declare all you Know and do believe touching the Matter now Enquired of you with your Reasons at Large

To Pathiapah Chittee & Veedapah Chittee } 4th Did you or did you not ever purchase or buy any Oil Sometime Ago Belonging to the Complainant Mr Henry Brooke If you what quantity Sort of Oil did you purchase who Sold or made up the Price with you of the Said Oil and in whose Presence & Particularly Did or Did not any person or Persons demand a Cash of you Customs for the Sale

Court shall direct and humbly prays as in and by his said Answer he has already prayed &c

John Sabine
Att.y for the Defend.t

Interrogatories to be administered to Ascachiam a Witness produced Sworn and Examined on the part of the Complainants in a certain cause wherein one Henry Brooke of Madras Merchant is Complainant and one Cercadia Thirumah of the same Place dubash Defendant &c

Imprimis ..... Do you Know the parties Complainant and Defendant in this Cause or either and which of them? If yea How long have you so Known them or either and which of them declare;

2d ..... Did you or did you not ever serve the Complainant If yea in what capacity and by whom was you recommended to the Complainant

Do you Know of any Earth Oil belonging to the Complainant at any time? If yea do you Know what Quantity? Who was the Complainants Head Dubash at the time? Herwas Possessed of the said Oil? do you or do you not Know of any directions either written or Verbal given by the Complainant to the Defendant relating to the said Oil, If yea what were such directions, and what was the Defendant Answer to the Complainant upon Giving Him such directions? do you or do you not Know of any directions given by the Defendant in Consequence of the direction received from the Complainant concerning the said Oil If yea what ever such Orders or directions —

3d ..... Do you Know or can you say any other matter or thing material for the Complainant in this Cause? If yea set forth the same as you Know have heard or do believe together with the reasons of Such your Knowledge and belief —

Archdale Palmer
Att.y for the Compt.s

aver Maintain and prove as This Honble Court shall direct and Humbly prays as in and by his said Bill he has already prayed

Wm Hedale Palmer
Att.y for the Repl.t

Read & Filed the
13th November 1759.

Rejoinder

of Doncaty Krishnah of Madras Debash Defendant to the Replication of Henley Brooke also 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 and Advantage of exception to the many Errors Untruths Imperfections and Insufficiencies in the said Replication contained saith that all and singular the Matters and things in this Defendants Answer are certain true and sufficient in the Law to be replied unto And this Defendant further saith as already set forth in his Answer that he denies that he is indebted to the Replyant for Cauth Oil as no such Cauth Oil was ever delivered in his Charge. This Defendant insists that his Assertion of Pallianah Chittee and Verdapah Chittee's purchasing the Casks of Cauth Oil is true as also that it was by the means of one Nirapah the Replyants own Comicoply and Interpreter that the Replyant sold it. This Defendant as already set forth in his Answer saith that the other two Casks of Oil were sold by Publick Auction and were purchased by one Jaunda Pooly another Merchant of this Place which this Defendant does not doubt but he shall be able to prove by another Comicoply of the Replyants named Verdapah And if the Replyant would best recollect himself he must remember that the said Verdapah acquainted him some time after the Sale of the said first Cask of Oil that the other two were both broke out upon which the Replyant ordered the said Oil to be Sold by Auction and in Order to put it in the best Condition for Sale the contents of the said two Casks were put into one Cask by the Assistance of a Cooper employed for that purpose after which it was put up to

Auction

help mentioning his surprize at the Complainants charging him with a Quantity of Earth Oil when he must be sensible that this Defendant never had any dealings with him in Earth Oil nor any other Oil of what kind soever which this Defendant humbly conceives must upon the Face of this Suit appear to have been nothing more than a Spirit of Litigiousness in the Complainant for which this Defendant hopes that this Honble Court will when they pass their Decree give him sufficient and ample Costs for the unnecessary trouble and loss of time occasioned by the Complainants unlawfull proceeding. 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.

John Palmer
Att.y for the Defts

Read & Filed the 23.d
October 1759.

The Replication of Henry Brooke of Madras Merchant Complainant to the Answer of Venadia Kistnah of the same place dubash Defendant

This Replyant now and at all times hereafter saving and reserving to Himself all and all manner of benefit of Exception to the many Errors Imbecilities and Uncertainties in the said Answer Contained for Replication Sheweth Saith that all and Singular the Matters and things in this Replyants Bill are True as the same are therein alledged and Setforth and that the Answer to the said Bill is very untrue and Insufficient in the Law to be Replied Unto, and this Replyant further saith, that notwithstanding the Defendant positively denies that he is Indebted to this Replyant This Replyant still averrs that he is accountable to Him for the Quantity of Earth Oil alledged in this Replyants Bill of Complaint and as to the Replyants Allegation that one Pallinaph Chitty & Verdapah Chitty two Merchants of this place Bought one Cask of the said Oil of this Replyant by the means of one Ninapah his this Replyants Concopply and Interpreter, This Replyant positively denies Such Allegation for

your Orator delivered the said Earth Oil to the said Vencatta Kistnah your Orators then Dubash to dispose of and Sell for the Account of your Orator and Whereas the said Vencatta Kistnah died on the Sixteenth October in the same Year account with your Orator for one hundred and Sixty nine Viss which he the said Vencatta Kistnah had Sold and Paid your Orator for the same the Sum of Sixty five Rupees and eight annaes And your Orator further sheweth that there Still Remain Six hundred and Thirty one Viss of the said Oil According to the Price the said Vencatta Kistnah Sold the aforesaid one hundred and Sixty nine Viss for amounts to the Said Sum of one hundred Sixty nine Rupees fourteen Annaes and two Fice which your Orator hath frequently requested of the said Vencatta Kistnah to Account with your Orator for

But now so it is may it please this Honble Court the said Vencatta Kistnah obstinately and wilfully refuses your Orator any manner of Satisfaction in the Premises your Orator therefore prays a Generall Relief Such as to this Honble Court Shall appear agreable to equity and Good Conscience To the End therefore that the said Vencatta Kistnah may upon his Corporal Oath a True and perfect Answer make to all and Singular the matters and things Herein before Alledged and Set forth as fully fully and Effectually to all Intents and purposes as If the same Were here again repeated and Interrogated and be decreed to pay unto your Orator, the aforesaid Sum of one hundred Sixty nine Rupees fourteen annaes and two Fice with all such Interest as now is or may hereafter become due Thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Vencatta Kistnah to be Summoned and required by the Sheriff of Fort St. George Town of Madraspatnam and districts thereof personally to be and appear at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide Such Order decree as to this Honble Court Shall seem Meet

Mr Hodsoll Palmer

Solr for the Complt

so doing, before he, the Defendant, departed himself for Bengal, where he was to have received the said Sum, of Raphael Joseph Sommedo as mentioned in a Letter directed to the said Raphael Joseph Sommedo, which the Complainant delivered upon to the Defendant, And as by the custom of Merchants, a Person who receives a Draught on one who fails, or dies insolvent before payment thereof, is subject to the Loss, in case he, the Possessor, hath been either Negligent in procuring payment, or of Protesting, & duely advising the drawer, if Payment has been refused, And since the neglect of the Defendant to Protest against the Complainant or Raphael Joseph Sommedo for non Payment of the said Sum of one thousand Arcot Rupees at Bengal, or to require his Bond to be delivered up by the Complainant, when he, the Defendant arrived here again, with a Letter concerning the said one thousand Arcot Rupees from the said Raphael Joseph Sommedo, to the Complainant, leaves strong presumption that the Defendant was satisfied that the said one thousand Arcot Rupees should remain with the said Raphael Joseph Sommedo, at his, the Defendants respect, And tho' the Complainant did not, upon the Defendants coming back from Bengal, demand payment of his Respondentia Bond, Yet as he did not renounce his right thereto, This Court doth unanimously think fit to order, & doth accordingly order and Decree that the Defendant shall pay unto the Complainant the full & just Sum of one thousand Arcot Rupees, together with such Premium, & Interest, as now is, or shall hereafter become due thereon until full Payment is made, agreeable to the tenour of his Bond, Also all Costs of this Suit. —

Per Cur:

Court of Appeals of Madraspatam } Js

Between Joachim Jozeda Mello of Madraspatam Surgeon } Appellant

And Solomon Ibanco of Madraspatam Merchant } Respondent

Wednesday the 30th. January anno Domini 1760. —

Prasent

Manoel de Cruz 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 8 Years and the Defendant 15 Years or thereabouts.

2. To the second Interrogatory this Deponent saith that he has no Knowledge
but has been informed that the Complainant did remit the sume of two
Thousand Rupees to one Raphael Joseph Sennedo in Bengal and saith
he is informed that the same now in Dispute between the Complainant and
Defendant is part of such Remittance and this Deponent saith that
he did converse with the Defendant relating to the Above Remittance, that
a few days after the Defendant had taken his Passage for Bengal he told
him this Deponent that he had a great Inclination not to proceed there
as he the Defendant had some money in the Complainants Hands
which he was informed he intended remitting to Raphael Joseph Sennedo
at Bengal of whom the Defendant entertained a bad opinion: That he this
Deponent advised the Defendant to proceed to Bengal and told him that
the Complainant might very probably let him be concerned with the said
Raphael Joseph Sennedo in the purchasing of Diamonds. And this
Deponent further saith that he cannot tell how long after the Remitt-
: ance was made that the above Conversation passed, but thinks it is about
five Years since he had the Conversation with the Defendant And
more saith not to this Interrogatory.

3. To the third Interrogatory this Deponent saith that he has no Knowledge
but has been informed of the Defendants disputing the Payment of a Sum of
money said to be remitted by the Complainant to the aforesaid Raphael
Joseph Sennedo And this Deponent saith that he was employed by the
Complainant to go to the Defendant to endeavour to Accommodate the dispute
that the Complainant told him this Deponent that he knew that the
Defendant was poor and had not where withall to pay him the whole but
that if he would pay him five or six Hundred Rupees he would make up the
Affair with the Defendant which proposal by this Deponent made to the
Defendant and further saith that the Defendant told him this Deponent
that he had no money to Pay the Complainant and did not think himself
indebted to the Complainant And further this Deponent saith not to this
Interrogatory.

4.

Joseph Lumedo were to try if he could prevail upon the said Raphael
Joseph Lumedo to a Compliance with the Repliyants Orders to him concer-
:ning this Defendant And although the Repliyant is pleased to Insert
that it is very evident the said Orders were complyed with from proofs alledged
this Defendant would gladly be informed what those proofs are and begs
leave to remark that on the contrary it will appear upon Reference to the
Letter of the said Raphael Joseph Lumedo annexed to the Complainants
Bill of Complaint that the said Orders were never complyed with This
Defendant cannot help taking Notice of the Repliyants Regard for the
Interest of this Defendant which prevented him from demanding the
Payment of the Bond upon which he now Sues for so long a Space of time
as set forth in this Defendants Answer But at the same time begs leave
to Observe that if the Repliyant had thought this Defendants Response:
:able as the said Bond he could have Demanded the Amount of it accord:
:ing to the Term of time therein recited As to the Repliyants Assertion
that he amicably proposed to accept of the Sum of Five hundred
Pounds and at the same time postponed for a further time for the
Payment of the remaining Sum This Defendant alledges that such
Assertion is false as this Defendant will prove that the Proposal of the
Repliyant was made conformable to what this Defendant has Asserted
in this Defendants Answer

And this Defendant therefore saith as in and by the said Answer
he hath already said and does allso will aver all and every thing and
things therein to be true and contain in such manner and form as they
and every of them are therein alledged and expressed.

Archdale Palmer
Solr for the Defts

Interrogatories to be Administered to such Witnesses as shall be produced
Sworn and Examined on the part of the Defendant in a certain Cause wherein
one Salomon Franco is Complainant and Isaac Gomez de Mello Defendant

1st Do you Know the Parties Complainants and Defendants
in

Errors Untruths and Imperfections in the said Replication contain'd for
Rejoinder thereunto Saith that although the Replyant insists that this
Defendant Stands Indebted to him upon the Bond which he Sues this
Defendant upon This Defendant still maintains That he is not accoun-
table to the Replyant for the same and although the Replyant still avers
that it was at this Defendants particular request that he remitted the
Amount of the said Bond to Raphael Joseph Sennedo this Defendant
still denies the same as set forth in his Answer to the Replyants Bill of
Complaint and as to the Replyants setting forth that the said Raphael
Joseph Sennedo was concerned in Trade with this Defendant This Defen-
Dant denies having any Concerns in Trade with the said Raphael
Joseph Sennedo But it is very evident from the Letter annexed to this Defendants
Answer marked A that the Replyant was considerably concerned with
the said Raphael Joseph Sennedo as the Replyant therein mentions that
the amount of the said Bond was included in a Bill for much greater
Sum payable to the said Raphael Joseph Sennedo This Defendant
still insists upon his assertion of Sir requesting that the amount of the said
Bond as also the One Thousand Pondicherry Rupees deposited in the Reply-
ants hands might be remitted to him at Bengal the reason for such request
was that it was this Defendants intention at that time to proceed to Bengal
in a Sloop before the Ship Brill was to have sailed in which Ship the
Disque was to have run according to the tenour of the Bond But this
Defendant having altered his mind of going on the Sloop hereunto has Note
to the Replyant referred to in this Defendants Answer imagining the
Disque was to be upon the Ship Brill And as to the Replyants inferring
from this Defendants writing the said Note to the Replyant desiring to
be informed from whom he was to Receive the Money) that it is a Conclusion
that this Defendant had given the Replyant orders to Receive the said Sums
so as aforesaid This Defendant denies that it is admitts of such Inference or any
other Inference than that as it was this Defendants intention to Receive
the said Sums at Bengal it was very natural to suppose of the Replyant who
was to pay him the same And it is hardly to be supposed that if this
Defendant had given any Order to the Replyant to Receive the said Sums
to any person besides himself that he should forget such an important
transaction and apply to the Replyant to help his Memory which the

Replyant

Raphael Joseph Semmedo both those Sums remained in the Hands of the said Raphael Joseph Semmedo as at Joint concern as the Defendant and the said Raphael Joseph Simmedo were together upwards of Twelve months although the Defendant thinks to escape the Payment of this Replyants demand under a pretence that the said Raphael Joseph Semmedo never paid him those Remittances nor any part thereof it is very possible the Defendant did not receive the same in Specie but it evidently appears from the proofs alledged that the Letter of Order had been complied with, nor would Defendant have proceeded with the said Raphael Joseph Semmedo without he had received a valuable Consideration. And this Replyant further saith alledges that as the Defendant returned first he judged it most expedient to bring with him the Letter from the said Joseph Raphael Semmedo (annexed to the Bill of Complaint) whereupon this Replyant made no demand on the Defendant at that time Judging that as the Defendants money was still engaged in the said Raphael Joseph Semmedo's Hands he was thereby unable to pay this Replyants demand. And this Replyant further saith in regard to the Defendants observation that this Replyant did not demand Payment of the said Bond or even acquainted him that he was Responsible for it at his Return from Bengal with regard to the former this Replyant has assigned sufficient reasons and as to the latter it was unnecessary as the Replyant had the Defendants Bond regularly executed. And this Replyant further saith that some time elapsed before he was advised of the Death of the said Raphael Joseph Semmedo when this Replyant demanded Payment of the Defendants Bond (having delayed it so long through belief that the Defendant was employing his Money to advantage and in Consideration of the Defendants loss as this Replyant amicably proposed the Accepting the Sum of Nine Hundred Rupees and at the same time promised to wait a further time for the payment of the remainder of the said Bond but as the Defendant obstinately refused to comply with this Replyants demand this Replyant was obliged to pursue other Measures in Order to compel him to it. Now this Replyant comes to Answer the Doubt of the Defendant Namely Or what Foundation this Replyant Builds his Suit. This Replyant

conceives

IL

say, I remain waiting your Advices for my Government

Madras
25th June 1752. O.S.

Sir
Your friend & Servant
Salamon Franco

A True Translation from the Originals by
John d'Fries
Portuguese Int.r

Read & Filed
14th Febry 1758

The Replication of Salamon Franco of Madras Merchant Complainant to the Answer of Joachem Jose de Mello also 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 Imperfections in the Defendants Answer for Replication thereunto saith that all and singular the Matters and things in the Replyants said Bill contained are true as the same are therein alledged and set forth and that the Answer to the said Bill is very untrue insufficient and insufficient in the Law to be replyed unto and this Replyant further saith that he insists that the Defendant does stand indebted to him on the Bond which he now sues the Defendant and although this Replyant did not deliver the Amount thereof to the Defendant this Replyant did at the particular request of the Defendant remit the Amount of the said Bond to Bengal to Raphael Joseph Sommedo the Person who was Concerned in Trade with the Defendant and although the Defendant does in one part of this said Answer deny that he was apprized of this Replyants intention to remit any Sums of Money to the said Raphael Joseph Sommedo but that he requested this Replyant to remit the Sums of One Thousand Arcot Rupees and One Thousand Pondicherry Rupees to himself at Bengal Yet in another part of the said Answer the Defendant alledges that some time in the month of July which was in the Year of our Lord

over the Motive for his disputing the Right of the Complainant in his
present demand. And as to the Interrogatories the Complainant has
put to this Defendant, this Defendant Saith That he never did at
any time or times whatsoever Give the Complainant any written or Verbal
Order to Remitt the aforesaid Sums to the Said Raphael Joseph Sundido
Deceased at Bengall as this Defendant has before set forth in this his
Defence, This Defendant admitts that the Complainant Gave to this Defen-
dant the Letter C before mentioned directed to the Said Raphael Joseph
Sundido deceased But this Defendant insists that the Receipt of the Said
Letter can in no wise make this defendant Responsible for the Said Letter was
Sums as therein
inconsistent with the orders of this defendant to the Complainant This
Defendant admitts also that He did send the Letter marked B annexed to
the Complainants Bill of Complaint the reasons for omitting to mention the
said remittances as before set forth by this defendant Wherewith and for all
other the reasons and pleas before recited and set forth this Defendant insists
that he is not accountable to the Complainant for the said Sum of one
thousand Arcot Rupees demanded in his Bill of Complaint on the Contra-
ry this Defendant is of opinion that the Complainant is Responsible to
this Defendant for the Sum of one thousand Rupees alledged by this Defendant
and which the Complainant admitts that this Defendant did deposit
in the Hands of the Complainant to remitt to Bengal which said Sum
never came to this Defendants Hands or any part thereof But this
Defendant having now answered the several matters alledged against
him would willingly know of the Complainant upon what foundations
he Build, his Said Suit is upon the Bond annexed to his Bill which
seems to be the Motives as the Complainant is pleased to request the
Payment of premium as well as Interest upon the aforesaid Sum of One
thousand Arcot Rupees, This Defendant cannot help observing to this
Honble Court the Litigiousness of such foundations in demanding the
Amount which never came to the Hands of this Defendant as also premium
and Interest upon the said Bond The Conditions of which were never performed
And If the Complainant should maintain his suit upon this Defendants
Requesting him to remitt the amount thereof to Raphael Joseph Sundido
at Bengal aforesaid as this Defendant has set forth That as he never
did make any such Request or order to the Complainant the Complainant has no Right
thereby

Defendant together with the said Father Stanton to be present at the
opening of the said last Will and Testament Raphael Joseph Sumido
deceased as aforesaid which this Defendant as also the said Father
Stanton readily acquiesced in and upon opening the said Last Will and
Testament the Complainant found therein inclosed a Receipt signed by
one Caitan Barret a Friar at Tootcorre managing upon the Malabar
Coast for the sum of Seven thousand Pagodas which Sum the said
Raphael Joseph Sumido had deposited in the Hands of the said Caitan
Barret and the Complainant also found a List of Goods which were
Deposited with another Friar belonging to the same Place whose name
This Defendant does not now Recollect and this Defendant alledges
that upon the Complainant making these discoveries of the Estate
of the said Raphael Joseph Sumido the Complainant requested of this
Defendant in Conjunction with the said Father Stanton to go to the said
Tootcorre managers to Recover the said Sum as also the Goods before
mentioned to be Deposited in the said Place Upon which this Defendant
told the Complainant or words to that purpose that he would readily
acquiesce in the Complainants request provided the Complainant would
bear the Expences this Defendant would be at in Recovering the same
But at the same time proposed to the Complainant as a plausible Method
That he the Complainant should write to the said Friars with whom
the said Effects were deposited and that it would be more advisable for
this Defendant together with the said Father Stanton to wait the Issue
of such Letter before they should proceed upon a Journey Thereto this
Defendant Admits that he acquainted the Complainant he knew
where the said Raphael Joseph Sumido had owing to him the sum of
Two Thousand One hundred Arcot Rupees, But this Defendant absolutely
denyes that he ever mentioned to the Complainant or that he ever
intended to take the Risque of the said Recovery upon himself this
Defendant to pay the Complainants Demands or that this Defendant
ever made a Journey in Consequence thereof as the Complainant has
thereupon charged to Appear in his Bill of Complaint And this Defendant
further Alledges that since the said discourse with the Complainant
touching the Recovering of the said Effects the Complainant has frequently
discoursed with this Defendant concerning the same But this

Defendant

in answer that he had ordered the said Raphael Joseph to have the said Sums at the disposal of this Defendant as appears upon reference being had to a Translate of the said Answer of the Complainants marked A for the Inspection of this Honble Court hereunto annexed and this Defendant Admitts that some few days after He the Complainants did deliver into the Hands of this Defendant an open Letter directed to the said Joseph Raphael Sumedo in Calcutta in which said Letter the Complainant after advising the said Joseph Raphael Sumedo of remitting him the aforesaid Sums of one thousand Arcot Rupees as also One thousand Pardahew Rupees desired the said Raphael Joseph Sumedo to dispose of the said Sums at the free Will of this Defendant as appears upon Reference being had to the Translate of the said Letter for the Inspection of this Honble Court hereunto Annexed marked B at which method of Remitting the said Sums this Defendant seemed somewhat Surprized But confiding in the Credit and Reputation of the Complainants he proceeded to Bengal with the said Letter not doubting but that the said Sums would be paid Him by the said Raphael Joseph Sumedo without any objection And this Defendant further sets forth that upon his Arrival at Bengal and his Inquiry after the said Raphael Joseph Sumedo he could not meet with the said Joseph Raphael Sumedo so as to tender the said Letter of the Complainant to him until Eight or twenty Days after his said Arrival when He this Defendant tendred the said Letter of the Complainants marked B as aforesaid to the said Joseph Raphael Sumedo and demanded the Payment of the said Sums Remitted to him by the Complainant on Account of this Defendant aforesaid when the said Joseph Raphael Sumedo put off this Defendant with frivolous Answers Until the fifth day of August following when some time after this Defendants arrival when the said Raphael Joseph Sumedo absolutely refused this Defendant the Payment of the said Remittances Alledging in words to that purpose That he had Orders from the Complainant not to deliver the same to this Defendant and moreover that the said Raphael Joseph Sumedo was Bound to the Complainant for the aforesaid Sum of One thousand Arcot Rupees which were to have Been at Respondentia upon the Ship Bril as aforesaid and as a Corroborating Proof that the said Raphael Joseph Sumedo never

paid

6

Mr. Solomon Franco

Parana 1st. October 1753.

On account of the Wars at Patna & Delhi of which Joachim Joseph will inform you I have been detained in the Sale of Goods & purchase of Diamonds, Till March God willing we shall meet again. Joachim Joseph goes upon some Business You have nothing to do with him about the thousand Rupees for they remains with me in the Investment which you will have from me. I have taken a great deal of trouble on account of the Goods &c. God keep you for many years as you desire. I am

Sir

Your affectd & Obliged Servant

R. Joseph Semmedo

A True Translation from the Original by

John d'Pries

Read & filed
31. July 1758.

The Answer of Joakim Joze de Melo of Madrass Defendant to the Bill of Complaint of Solomon Franco 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 & advantage of Exception to the many Errors uncertainties and untruths 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 positively denys that he is any ways indebted to the Complainant as set forth in his Bill of Complaint But this

Your Orator) to the said Raphael Joseph Summedo whether your Orator did not deliver to Him an open Letter directed to the said Raphael Joze Summedo directing the said Raphael Joseph Summedo to Disposse of the said two Sums of Arcot Rupees at the free will and direction of the said Joachim Soze de Mello whether he did not after his arrival in Bengal send your Orator the aforesaid Letter marked B hereunto annexed and what were his reasons for not acknowledging the receit of the said two thousand Arcot Rupees or even making any mention thereof and that the said Joachim Soze de Mello be Decreed to pay unto your Orator the aforesaid Sum of One thousand Arcot Rupees with the Premium and Interest that now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

May it please this Honble Court to cause the said Joachim Soze de Mello to be Summoned and required by the Marshall of Fort Saint George Town of Madrapatnam 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 Orator's 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 Compl.t

I the undersigned Joseph Joachim de Mello of Madraspatnam Inhabitant Do hereby acknowledge to have taken from Mr. Solomon Franco the sum of One thousand Arcot Rupees to Him at Respondentia on the Ship Bridgewater Captain Hamilton Parkinson from hence to Bengal & the Returns to come on any other Ship as I may declare the Voyage to be upon to the Attorney of the said Mr. Franco at the rate of Twelve p.r Cent for the Voyage if concluded in four Months, otherwise Pro Rata for the time of one year & no more, when the Voyage shall cease & the Accounts of Mr. Solomon Franco and I shall be obliged to pay the Principal & Premium, the above said Solomon Franco

surrender

the said Raphael Joseph Sommedo a Letter acknowledging the receit
thereof And your Orator further sheweth unto this Honble Court that
before the departure of the said Joachim Joze de Mello for Bengal your
Orator gave him a Letter to the said Raphael Joze Sommedo directing the
said Raphael Joseph Sommedo to dispose of the said Sum of Two Thousand
Arcot Rupees at the free will of the said Joachim Joze de Mello and on the
arrival of the said Joachim Joze de Mello in Bengal your Orator received
from him a Letter translate whereof is hereunto annexed marked B wherein
the said Joachim Joze de Mello makes no mention whether he had received
the said two Thousand Arcot Rupees or not from the said Raphael Joseph Som-
medo But about eighteen months after the said Joachim Joze de Mello returnes
to this Place (after having been with the said Raphael Joseph Sommedo to
Patna and Parna) and brought with him a Letter from the said Raphael
Joseph Sommedo (who continued at Bengal) a translate whereof is hereunto
annexed marked C whereupon your Orator did not demand the amount
of the Bond of the said Joachim Joze de Mello immediately (expecting
to hear further from the said Raphael Joseph Sommedo) nor did the said
Joachim Joze de Mello offer to discharge the said Bond some time elapsed
when your Orator was informed that the said Raphael Joseph Sommedo
had been Murdered your Orator thereupon demanded the Payment of
the said Bond wherupon the said Joachim Joze de Mello acquainted your
Orator that he knew not where the said Raphael Joseph Sommedo had deposited or had owing to him the
said Raphael Joseph Sommedo Had deposited or had owing to him the
Sum of Two Thousand Arcot Rupees and that he would do his best en-
deavours to recover the same in order to pay your Orator's Demand and in
consequence thereof took a Journey into the Country where he continued
some time but falling dangerously Ill or perceiving it to be so your Orator
was some time before he could see the said Joachim Joze de Mello when
your Orator as before demanded the Payment of the said Bond with the
Premium and Interest due thereon but the said Joachim Joze de Mello
gave your Orator such evasive Answer as plainly demonstrated that he
did not intend to discharge the said Bond for a long time he denied having
given your Orator an Order to remit the said Sum of One thousand

Arcot

N

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