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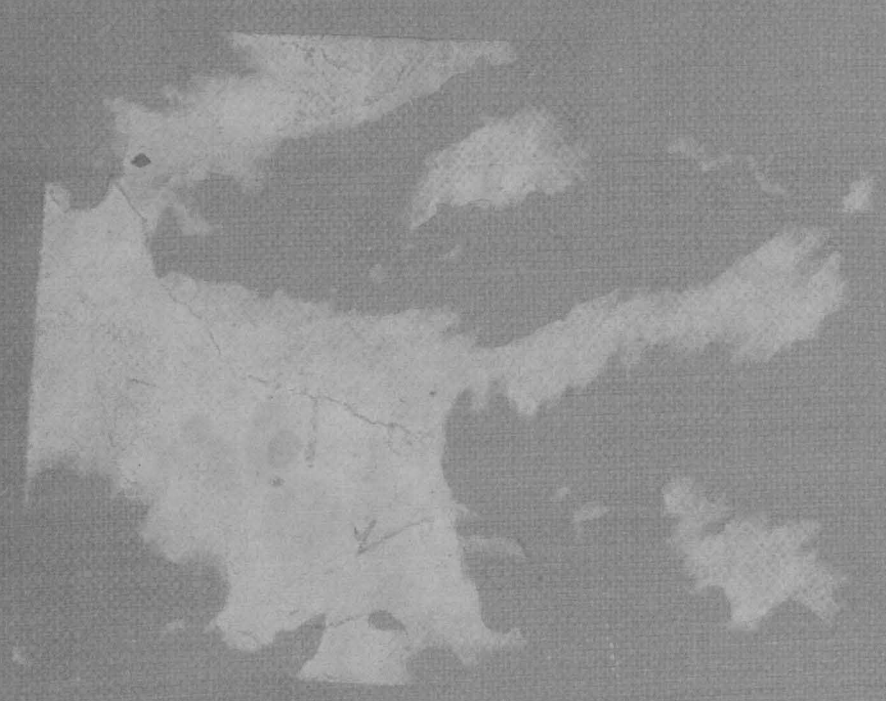
Vol. 14-A



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Filed the 12th December 1761
Paid the 19th ditto

To the Honorable the Mayors Court
at Madrasapatnam

Humbly Complaining shewethunto Your Honorable Court, Your Orator Daniel de Castro of Madraspatnam Merchant, That Jacambram also of the same Place Merchant stands indebted to Your Orator in the full and just Sum of Seventy Pagodas Current Money of Madras, which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of Twenty Eight Pounds as hereinbefore, as will more fully and clearly Appear from an Obligation, or order the Hand of the said Jacambram, now in Your Orators Possession and ready to be produced to this Honble Court when Required.

And Your Orator further shewethunto this Honorable Court that He has frequently, and in an Amicable manner Demanded Payment of the same, But now so it is, May it please this Honble Court the said Jacambram 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 Jacambram may upon his Corporal Oath, a true and perfect Answer make to all and singular the matters and things hereinbefore Alledged and set forth, as 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 Seventy Pagodas Current Money of Madras, together with the Interest that shall or may be due thereon, also All Costs of this Suit

And Your Orator further begs leave to Acquaint this Honble Court that as he has great Reason to believe that the said Jacambram is about to leave the Jurisdiction of this Honorable Court he therefore Humbly Prays that the said Jacambram may be Summoned by the Sheriff of Fort St George, Town of Madraspatnam, and the District thereof personally

Filed the 1st September 1761
Read the 2nd Do

To the Worshipfull the Mayors Court at
Madrasapatnam

Humbly Complaining Sheweth unto this Worshipfull Court
Your Orator Samuel Johnson of Madrass Merchant That Whereas
De Pardevoy also of Madrass Prisoner of war stands indebted to Your
Orator in the Sum of One thousand and two Rupees making in Sterling
Money of Great Britain at the Rate of two Shillings and two pence for every
Rupee One Hundred and Eight pounds Eleven Shillings or thereabouts And
whereas your Orator has demanded the same from the said De Pardevoy
being due to Your Orator upon an Account Ready to be produced when
Required

But now so it is may it please this Worshipfull Court the
said De Pardevoy has not given your Orator Satisfaction touching the Premises
Your Orator therefore prays a General Relief such as to this Worshipfull Court shall
appear agreeable to Equity and good Conscience To the End therefore
that the said De Pardevoy may upon his Corporal Oath 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 was here again Repeated and Interrogated and be
decreed to pay unto Your Orator the said Sum of One thousand and two Rupees
with all such Interest as now is or hereafter shall become due thereon
also all Costs of this Suit

May it please this Worshipfull Court to Cause
the said De Pardevoy to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madrasapatnam and Districts thereof personally
to be and appear Immediately before this Worshipfull Court to give Special
Bail to Answer the Issue of this Suit, And that in default thereof a
Warrant of Arrest may immediately Issue upon your Orators making
Oath to the truth of his Demand And that he has reason to believe the
said De Pardevoy will abscond upon hearing of Your Orator having
commenced this Suit against Him And that the said De Pardevoy
may then and there Answer Your Orators Bill of Complaint and
further stand to and abide such Order and Decree as to this Worshipfull Court
shall seem Meet

Archdale Palmer
Att.y for the Compt.

The said Complainant having Appeared before me and Sworn to the truth of his Demand and that he has Reason to believe the Defendant will abscond upon hearing of this Suit's being Commenced against him Let a Summons Issue returnable Immediately and in Default of the Defendants Appearance Let a Warrant of Arrest Issue

Sworn before me
Town Hall 1st Sept. 1761

Peter Daniell Mayor

said Hendrick Smith to French Officer which said Premises He had before engage
to let unto your Orator But which said Premises the said Hendrick Smith had let
to the said French Officer for two Pagodas a Month more than what your
Orator was to pay the said Hendrick Smith And Whereas Your Orator was
much displeased with the said Hendrick Smith at such unfair Dealing
The said Hendrick Smith did then tell Your Orator or words to that or the
like Effect That the said House together with one adjoining to it not yet finished were
to be sold and that if Your Orator had a mind to purchase the Premises he would sell
them Cheap and further said that Mr. John Sprat had offered him Eight Hundred
Pagodas for the Premises and that the only difference between Him and the said
John Sprat was whether five teak Timbers then lying on the Premises should be a part
thereof But the said Hendrick Smith alledged that he would much rather let Your
Orator have the preference And further Requested Your Orator to view the Premises
which Your Orator did the same day and returning Home from thence when Your
Orator meeting again the said Hendrick Smith told him he had seen the Premises
And Your Orator further said that provided the said Hendrick Smith would
put the said five teak Timbers together with the Premises he would give for the
same the sum of Eight Hundred Pagodas the Sum that the said John Sprat had
offered for the same upon which the said Hendrick Smith replyed or words
that or the like effect That as he imagined that the said John Sprat would take
it amiss his letting the Premises to any other Person for the sum he had offered
provided Your Orator would give him Eight Hundred and ten Pagodas for the
Premises the Premises shall be Your Orators which Your Orator immediately
consented to and taking the said Hendrick Smith by the Hand told him it was
a Bargain which the said Hendrick Smith Agreed to and Your Orator desired
the said Hendrick Smith to get the Bill of Sale drawn out which as soon as
done he would pay the Amount which the said Hendrick Smith promised to
perform and Whereas Your Orator on the next Morning went to the Premises so
purchased by Your Orator in Company with a Master Bricklayer and Carpenter
to take the Dimensions of the several Rooms of that part of the Premises unfinished
in order that the same might be made Tenantable for that purpose Your Orator
was at a very Considerable expence for Plants and Palmeras immediately
purchased by Your Orator And Your Orator further sets forth that to his very
great Surprize on the fourteenth of this said Instant April he received by a
Peon from the said Hendrick Smith a Letter wrote in the following Words "To
"George Mackray Esq. Sir I am sorry that I cannot let you have the House
"I am desired from it as I have a Mistress and have had three Children by her
which

may become due for the hire of the said Premises, And satisfy Your Orator for his Loss of time in Repairing that part of the Premises unfinished also all Costs of this Suit

May it please this Honble Court to Cause the said Hendrick Smith to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and Districts thereof Personally to be and appear at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Archdale Palmer

Sol^{r} for the Complainant

Read and Filed the 25th August
Jur: in Cur: ..... D^{o} ..... } 1761

The Answer of Hendrick Smith of Madras Inhabitant Defendant To the Bill of Complaint of George Mackay of the same place Merchant Complainant

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of benefit of Exception to the many Errors Untruths and Insufficiencies 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 thereunto This Defendant Answereth and saith that on Saturday the Eleventh day of April last the Complainant meeting with this Defendant in the White Town about Ten of the Clock in the Fore Noon in Conversation the Complainant did ask this Defendant Concerning his Having his House Situated in the Mosaboe Town to a French Officer saying that this Defendant had before Engaged to let it unto him, to which this Defendant answered that a Servant Boy belonging to the Complainant did Come to this Defendant in the Name of the Complainant and Asked of this Defendant the said House which he had before for six Months this Defendant told the said Servant he might have it provided the Complainant would advance three Months Rent to this Defendant to which the said Servant belonging to the Complainant said he would bring Thirty Pagodas the Next day which was three Months Rent, but the said Servant did not Returne any more, And this Defendant further saith that he has often been Accosted in that manner

Eight Hundred and Five Pagodas for the Premises, the Premises Should be his, this Defendant denys that ever he said any such words And as to what the Complainant sets forth in his Bill of Complaint of his having this Defendant by the Hand and telling him it was a Bargain this Defendant denys that ever he did, and further says that all the time the discourse passed between the Complainant and this Defendant upon the Glacis the Complainant was on his Palanheen and this Defendant stood about three Yards distance from it so that they never touched each others hands, As to what the Complainant says in his Bill of Complaint that on the next day he carried with him a Master Bricklayer and Carpenter to take the Dimentions of the several Rooms of that part of the Premises which were unfinished in order that the same might be made Tenantable and for that purpose the Complainant was at a very great Expence for Planks and Palmeras immediately purchased by him, this Defendant begs leave to say that it surprizes him that the Complainant and the above mentioned Master Bricklayer and Carpenter should go and take Dimentions of his property without his Knowledge and that he bought Materials before any Real Bargain was concluded upon which shews plainly by the Answer the Complainant wrote to this Defendant to letter of the Thirteenth of April last the Complainant owns he had no Possession of the said Premises and that he had no right to furnish himself with any materials for this Defendants just right and Property, And further this Defendant saith that the words that passed between the said John Lane, Samuel Troutbeck and this Defendant cannot by any means avail the Complainant any thing relating to this Defendants selling the said Premises, 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 on this behalf most wrongfully Sustained

Hendrick. Smith

Edward Lane
Att^y for the Defendant

Read and Filed
the 25th August 1761

Replication of George Mackay of Madras Merchant to the Answer of Hendrick Smith of the same place Inhabitant

This Repliant now and at all times hereafter saving and reserving to himself all and all manner of benefit of Exceptions thereto

saith as in and by his said Answer he has already said and does and will
Aver all and every thing and things therein to be true and Certain in such
manner and form as they and every of them are therein Alledged and de-
set forth ——

Edward Jarvis
Att.y for the Defendant

To George Mackay Esq.r

Sir

I am Sorry that I cannot let you have the House I am debar
from it As I have a Mistress and have had three Children by her which she
insist for to have it and I cannot by no means let you have the said House which Lies
in the Mora Hoo Town and in case I should dispose of it to any person I will
forfit the Price of the said House beforementioned ——

I am
Sir
Your most Obedient Servant
Hendrick Smith

Fort St George
13.th April 1761

To George Mackay Esq.r

Sir

I Received your favour this day and have given you my Reasons
Yesterday I have no other thing to say in Regard to the House but what I have
already said And You are Sensible there Have been no Contract ——

I am
Sir
Your most Obedient Servant
Hendrick Smith

Fort Saint George
15.th April 1761

To George Mackay Esq.r

Mr. John Sprat of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 18th day of November 1761 Sworn at the Office of Mr. Philip Francis Greenslade Attorney for the Defendant by Comacapa who left a Note of the Name Title and Place of abode of the said Mr. John Sprat and afterwards on the same day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith that he has known the Complainant about 12 Years and the Defendant 10 Years or thereabouts

2d To the Second Interrogatory this Deponent saith that he did desire one Richard Dawson to purchase a House of the Defendant for him situated in the Moratta Town and that this Deponent bidd him to offer Eight Hundred Pagodas for the House and four pieces of Timber lying there and saith that the Defendant would not sell the four Pieces of Timber with the House and more saith not to this Interrogatory

5th To the fifth and last Interrogatory this Deponent saith when he saw the said Richard Dawson the next Morning at his House he told him that the Complainant had offered the Defendant Eight Hundred and ten Pagodas for the House and four pieces of Timber, and further saith not to this Interrogatory

Mark Cubbon Ex.

John Sprat

Mayors Court at Madraspatnam

Between George Mackiary Complainant And Hendrick Smith Defendant

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

Mr. John Pine of Madras Carpenter Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 18th day of November 1761 Sworn at the Office of Mr. Philip Francis Greenslade Attorney for the Defendant by Comacapa who left a Note of the Name Title and place of abode of the said John Pine and afterwards on the same Day being sworn and Examined deposeth as follows viz.

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

Mayors Court at }
Madraspatanam }

Between George Mackay Complainant
And Hendrick Smith Defendant

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

Mr Thomas Pelling of Madras Merchant Aged 38 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 18th day of November 1761 Sworn at the Office of Mr Philip Francis Greenslate Attorney for the Defendant by Comacapa who left a Note of the Name Title and place of Abode of the said Thomas Pelling and afterwards on the same day being sworn and Examined Deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he has known the parties Complainant and Defendant 12 Years or thereabouts

2d

3d ..... To the third Interrogatory this Deponent saith that some Conversation passed between this Deponent and the Defendant concerning the Sale of the Premises in dispute on or about the Month of May last in the Presence of Messrs Lane and Troutbeck, that Mr Lane said to the Defendant he heard he had sold his House to the Complainant to which he Replyed that he had for Eight Hundred and ten or Eight Hundred and Twenty Pagodas

5th ..... To the fifth and last Interrogatory this Deponent saith that the next day the Defendant told him this Deponent there was likely to be a dispute between him and the Complainant relating to the House as the Complainant insisted on his the Defendants standing to his Bargain but that he had a Partner and he would not consent to it as he had received no Earnest and there was no writings drawn up he did not imagine the Complainant could insist upon it And more saith not to this Interrogatory

Mar Clarke 2d Ln

Tho. Pelling

Mayors Court at }
Madraspatanam }

Between George Mackay Complainant
And Hendrick Smith Defendant

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

Vellapah of Madras Dubash Aged 21 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 18th day of

of the Defendant and of the Attorneys on both sides, On reading the Complainants Bill, the Defendants Answer, the Replication, the Rejoinder, two Exhibits on the part of the Complainant, Interrogatories and Depositions on the part of the Complainant, On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon, It Appearing to the Court that there was no earnest given, neither were there any Writings executed by and between the Complainant and Defendant to bind the Sale of the Premises in Dispute. 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 Cur

Read and Filed the
12th August 1760

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Sprat of Madras Merchant That Sunca Rama also of the same place Merchant Stands indebted to Your Orator in the full and just Sum of Two Thousand Pagodas Current money of Madras which on Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of Eight hundred Pounds or thereabouts as will more fully and at large appear by a Bond of the said Sunca Ramanah now in Your Orators Custody 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 Honeable manner demanded Payment of the aforesaid Sum of Two Thousand Pagodas from the said Sunca Ramanah but now so it is may it please this Honble Court the said Sunca Rama 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

Honable

Dr. ... Mr. John Spratt in Account with Sunca Vencatta Ramah ..... Cr.

1759 Sept. 9		To Cash paid You	130 " "	1760 June	9	By the Amount of my Bond to You	2000 " "
Febry.	11	To ... Ditto ... Ditto	130 " "			By Interrest on Do. from the 9th June 1760 to the 15th Septem. 1760 is 3 ms. 6 d.	43 " 24 "
1760 June	14th	To ... Ditto ... Ditto	113 " "				
		To Interest on Pags. 130 from Sepr. 9th 1759 Sepr. 15th 1760 is 1 Yr. 6 days @ 8 ℘ Cent ℘ Annum ..... 10 " 20 " 50					
		To ditto 130 from Febry. 11th 1759 to September 15th 1760 is 7 ms. 4 d. at 8 ℘ Cent ℘ Annum ..... 6 " 5 " 30					
		To ditto on Pags. 113 from June 14th to September 15th 1760 is 3 ms. 1 d. at 8 ℘ Cent ℘ Annum ..... 2 " 10 " 20	19 " 20				
		Pags. ...	392 " 20				
		Ballance due to the Complaint.	1651 " 23 " 60				
		Pagodas	2043 " 24 "			Pagodas	2043 " 24 "

Fort St. George the 15th September 1760

Errors Excepted ℘

For this Defendant alledges that he hath at three severall times paid the Complainant By means of this Defendant's Servant Soubiah the Sum of Three Hundred and Seventy three Pagodas as will more fully appear upon Reference to an Account for the Inspection of the Honble Court hereunto Annexed the Ballance of which this Defendant is Ready to pay the Complainant when Required Although matter and things This Defendant is Ready to aver maintain and prove as this Honble Court shall direct and hereby Prays to be hence dismissed with his Reasonable Costs and Charges on this be half most Wrongfully sustained.

Archdale Palmer
Attd. for the Defendant

or any ways Relative to the Obligation after Granted more especially as the Defendant acknowledges in his Answer to have Received the Sum of Two thousand Pagodas the Ninth of June in the present Year of Our Lord One thousand seven Hundred and sixty for which he gave this Replyand an Obligation of the same Date and which was some Months after two of the Sums set forth in the Defendants Answer we paid And therefore this Replyand humbly Conceives that the Defendant is obliged to make good to this Replyand the Amount of his Demand which is fully set forth in the Obligation now in this Replyants possession as also in this Replyants Bill of Complaint being Two thousand Pagodas of which this Replyand has never Received any part. All which matters and things this Replyand is ready to Aver maintain and prove as this Honble Court shall direct and Humbly Prays as in and by his said Bill he has already Prayed

John Palmer
Att.y for the Complainant

Read and Filed the 21st October 1760

The Rejoynder of Sunca Ramah of Madras Merchant to the Replication of John Smith of the same place Merchant

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 and Imperfections of the said Replication for Rejoinder Says he the Answer of this Defendant is Certain true and Sufficient in the Law to be Replyed unto and this Defendant further saith that he Admits that the Two first payments of Two Hundred and sixty Pagodas were paid before the Defendants Obligation was Given and as the Complainant does not deny the Receipt of the said two Sums this Defendant presumes he ought to have due Credit for them or Satisfye this Honble Court that such sums were paid the Complainant in Satisfaction of some other Debt due to the Complainant from this Defendant as to the last Sum of one Hundred and thirteen Pagodas under Date of the fourteenth day of June which although the Replyand seems to deny the same this Defendant will prove the same in due time And although this Sum was not wrote off the said obligation Yet as such Sum was Received from this Defendant this Defendant presumes Hee ought to have Credit for the same All which matters and things this Defendant is Ready to maintain and Prove as this Honble Court shall direct and Humbly prays to

his Company sometime past if You know long ago Did he or did he not say any thing to You relating to the Present demand If So what was the whole he so said Particularly Declare To the best of Your Knowledge and belief

To Archibald Palmer 5th ..... Do You Know or do You not Know of any Sum or Sums of Money being paid the Complainant by the Defendants if So what Sum or sums of Money and where were they paid and on what Account and what day month and Year were they paid Do You Know or do You not Know of any other Sum of Money being paid by the Defendant to the Complainant If So what Sum and on what Account and what Day Month and Year the whole Declare as relating to this matter you have Declare To the best of Your Knowledge and belief

To all the Witness 6th ..... Do You Know or can You say any other matter or thing material for the Complainant if So 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 Complainant

Mayors Court &c
Madraspatanam

Between John Spratt Complainant
And Sunca Ramnah Defendant

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

Balla Krishnah of Madras Merchant Aged 35 Years being produced as a Witness in this Cause on the part of the Complainant was on the 6th day of Decem=ber 1760 sworn at the Office of Mr Archdale Palmer Attorney for the Defen=dant by Comaca a a who left a Note of the Name Title and place of Abode of the said Balla Krishna and afterwards on the same day being sworn and exa=mined Deposeth as Follows

1 ..... To the first Interrogatory this Deponent saith that he has known the Complain=ant 6 Years and the Defendant 15 Years or thereabouts

2 ..... To the Second Interrogatory this Deponent saith that to his Knowledge the Defendant did Order one Soubiah to pay the Complainant three Sums of Money and that he this Deponent did Accompany the said Soubiah to the Complainant, that the first and Second Sums were One hundred and

Thirty

Mayors Court at
Madraspatnam

Between John Sprat Complainant
And Junca Ramah Defendant

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

Auder Narrain of Madras Conicoply Aged 26 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on the 6th
day of December 1760 Sworn at the Office of Mr. Archdale Palmer Attorney
for the Defendant by Comacopah who left a Note of the Name Title and place
of Abode of the said Auder Narrain and afterwards on the same day being
Sworn and Examined Deposeth as Follows &c

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

4th ..... To the fourth Interrogatory this Deponent saith that he Knows one Bala Krishnah
and that he transacts Business for the Defendant and saith that he was in his
Company about two Months past, that Annachellum asked the said Bala-
Krishnah how he could Debt the Complainant for the Sums of Money he had paid
the Complainant as they were designed as Presents by the Defendant to the
Complainant and him the said Annachellum, that the Sums paid were one
Hundred and thirty Pagodas at two different times and Eighty Pagodas at another
time, And more saith not to this Interrogatory

6th ..... To the sixth and last Interrogatory this Deponent saith not to any Particular
Question enquired off in this Interrogatory &c

Judymariam

Mayors Court at
Madraspatnam

Between John Sprat Complainant
And Junca Ramah Defendant

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

Annachellum of Madras Conicoply Aged 45 Years or thereabouts being
produced as a Witness on this Cause on the part of the Complainant was on the
6th day of December 1760 Sworn at the Office of Mr. Archdale Palmer Attorney

for

on Two Months time dated hereof ~

Now the Condition of this Obligation is such that if the above Juneca Laddah Venkata Rama Chetty or his Heirs Executors Administrators and Assigns shall well and truely pay or Cause to be paid to the above named W.m Taken Spratt or his Heirs Executors Administrators and Assigns the full Principal and Interrest due on this Bond That then this Obligation shall be void & of none Effect else to Remain in full Force and Vertue ~

Signed Sealed & Delivered (L.S)
(Where no Stamped Paper is to be had)
Juneca Ramma

Interrogatories to be Administered to such Witnesses as shall be produced on the part and behalf of the Defendant in a Cause wherein John Spratt of Madras Merchant is Complainant and Juneca Ramah of the same place Merchant is Defendant ~

1st To all the Witnesses ... Do You Know the Parties Complainant and Defendant in this Cause or either and which of them If Yea how long have You so Known or either of them

2d Do You Know or do You not Know of any Accounts Subsisting between the Complainant and the Defendant If Yea

3d To Such as shall Declare ... Do You or do You not Know of any Sum or Sums of Money paid the Complainant by the Defendant If Yea what was the Amount of each Sum and when was each Sum paid the Complainant till the Year Month and Day particularly by and who paid the same and in whose presence was the same paid Were and are what Accounts was such Sum paid the Complainant The whole declare as You Know and do believe together with Your Reasons at Large ~

4th To all the Witnesses ... 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 and do believe together with Your Reasons at Large ~

Ardesdale Palmer
Att.y for the Defend.t

A: Examined Deposeth as Follows

1 ..... To the first Interrogatory this Deponent saith that he has Known the Complainant 6 Years and the Defendant 15 Years or thereabouts

2 ..... To the Second Interrogatory this Deponent saith that he Knows there are Accounts subsisting between the Complainant and Defendant and Knows that Soubiah paid the Complainant Money on Account of the Defendant that he paid one Hundred and Ninety Pagodas at two Different times and one Hundred and Thirteen Pagodas at another time but he this Deponent cannot Ascertain the time when each Sum was paid, that he this Deponent, Soubiah and Annachellum were present when they were paid and saith that he does not Know on what Account such Sums of Money were paid and further saith not to any Particulars Questioned or Enquired of in this or the last Interrogatory ..... Bala Krishnah

Mah Clashe &c

Mayors Court at Madraspatnam

Tuesday the 20th Day of January Anno Domini 1761 ..

L.S

Present

Peter Marsette Esquire Mayor

Francis Taylor, John Cotsford &

Thomas Bowrey Aldermen ..... —

Mayors Court

Between John Sprat of Madras Merchant Complainant And Sanca Ramah also of the same place Merchant Defendant ..... —

This Cause coming on to be heard and Debated this Day in the Presence of the Parties on both sides, on Reading the Complainants Bill, the Defendants Answer With an Account Current annexed, the Replication and Rejoinder the Interrogatories and Depositions on the part of the Complainant, the Interroga- and Depositions on the part of the Defendant, as also the Original Bond given by the Defendant to the Complainant, on hearing the Pleadings made Thereof

Read the 10th March 1759
Filed ... Ditto ... Ditto

To the Honble the Mayor Court
at Madraspatnam ...

Humbly Complaining Sheweth unto this Honble Court Your Orator Stephen Mastres at present of Savoy by his Attorney Shawmier Sultan of Madras Merchant That Syebjee Ammoodboy Noorboy Jaffar boy and Ibrahimjee Noorboy stand indebted to Your Orator in the full and just Sum of Three thousand and thirty seven Pagodas seventeen fanams Current Money of Madras which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will Amount to the Sum of One thousand two Hundred and fourteen Pounds nine teen Shillings and two pence as Appears by the Bill hereunto annexed marked A 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 January which was in the Year of Our Lord One thousand seven Hundred and fifty six, lade on board the Ship Ally shroff Commanded by one Abbeballah Ammoodboy then lying at Savoy aforesaid and bound to this Port of Madras sixty two Candy of Tenmarr as will more fully and at large Appear by Translate of the Bill of Lading hereunto annexed marked B And Your Orator further sheweth unto this Honble Court that on or about the time of Lading the said Tin the said Abeballah Ammoodboy entered into an Obligation Translate of which is hereunto annexed marked C That in case the said Ship Ally shroff should not Arrive at the Port of Madras that Season He the said Abbeballah Ammoodboy would be Responsible to Your Orator for a Respondentia Premium of Twenty per Cent on the sixty five Candy of Tenn And Your Orator further sheweth unto this Honble Court that the said Ship Ally shroff did Sail from the aforesaid Port of Savoy but not being Able to Reach the Port of Madras that Season she put back again to the aforesaid Port of Savoy whereupon Your Orator applied himself to the said Abbeballah Ammoodboy for the due performance of this Obligation who in Consequence thereof gave Your Orator a Bill of Exchange upon the said Syebjee Ammoodboy Noorboy Jaffar boy and Ibrahimjee for the Amount of the said Obligation being Two thousand one Hundred and eight Pagodas nine fanams as will more fully and at large Appear by a Translation of the said Bill of Exchange marked D 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 which said Bill of Exchange Your Orator sent to

and soforth 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 Three thousand Three hundred seven Pagodas and seventeen fanams with 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 Tyebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy to be Summoned and Peremptorily by the Sheriff of Madrassapatnam to be and appear immediately before this Honble Court and that upon return thereof should the said Tyebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy not appear Your Orator prays that a Warrant of Sequestration may issue and be executed upon the said Mahomed Sultans making Oath to the justness of Your Orators Demand to seize upon the said Vessell and Cargo or give Your Orator such other Satisfaction Regarding the Premises as this Honble Court shall seem Meet &c.

Archdale Palmer
John Palmer
} Attorneys for the Complainant

I do hereby Certifie that the within Named Shanmier Sultan hath made Oath before me to the truth of the Debt owing to his Constituent Stephan Mathews as within mentioned agreeable to an Order of Court of this date

Fort St George the 20th day of May 1759

Charles Turner
Mayor

Dr ... Tyebjee Ammoodboy, Noorboy, Jaffarboy & Ibrahimjee Noorboy ... Cr

1756
January 8th To Sundry 63 Candy @ 35 Pagodas ℔ Candy 2205 " "
Nov 25 " 15 To Respondentia @ 20 ℔ Cent 535 " "

Pagodas 2740 " "

1758 Jan 8 By Freight on 63 Candy
Sundry " ℔ Cent ... 91 " "
By Changuan Dito ... 30 27 "
Nov 25 " 15 By Ballance ... 2608 " 9 "

Pagodas 2740 " "

Fort St George the 25 November 1756

E E Shanmier Sultan

E Abdulla Amood Cojas Compliments to Moorboy Saffaroboy Seyd Amoodboy and Shahenjee Moorboy the Letter I have sent me Dated in August the 5th Day of the Moon I have Received, and Observed the Contents thereof mentioned I have drawn on You a Bill of Exchange for 2608 ½ Pagodas in favour of Coja Shammier Sullan or to his order, Which if You have paid him it well, otherwise You must pay at the Receipt of this Letter, which Amount I have taken here of Coja Stephan Mantoss for the Charges on Account of the Ship, and on my Return I will render the Account This Letter was written in the Presence of the Kings Vizier called Bandiak at Syrian November 1st the first Day of Moon, I have wrote Two Letters of the same Tenor and Date o...

N.B The above Date Corresponds as nigh as can be with our Date of the 1st November 1757

The above is a true translation from the Original in the General Language as explained upon Oath by Banvandoss of that Nation in the Gentoo Language to Canaca Sworn Interpreter o...

Fort St George 19th Nov. 1759
Sworn to by the Above Banvandoss
before me Claud Russell
Mayor of Madraspatnam

Archadale Palmer } Attorney
John Palmer } for the Compl.t

Translate of the Bill of Exchange Given by Abdollah Amood by Sonoo Saunder November 1st the 16th Day of the Moon Sunday to Seydee Amoodboy, Moorboy, Saffaroboy and Shahenjee Moorboy I have Received here of Coja Stephan Mantoss the Sum of 2608 ½ Pagodas and 22 Days after sight of this Bill please to pay to Coja Shammier Sullan or to his Order the said Amount

N.B The above Date Corresponds as nigh as can be with our Date of the 16th November 1758

The Above is a true Translation from the Original in the General Language as explained upon Oath by Banvandoss of that Nation in the Gentoo Language to Canaca Sworn Interpreter

Fort St George the 19th Nov. 1759
Sworn to by the Above Banvandoss
before Me Claud Russell
Mayor of Madraspatnam

Archadale Palmer } Attorney
John Palmer } for the Compl.t

unto. To this Defendant answereth and saith, That he denies that either He, Noorboy, or Ibrahimjee are any ways indebted to the Complainant, neither are they under any manner of Obligation to accept the Bills of Exchange drawn by Abbeballah Ammoodboy on them, as the said Abbeballah Ammoodboy is at this time considerably indebted unto this Defendant as also unto the said Noorboy and Ibrahimjee for wherein the said Abbeballah Ammoodboy did in the Month of August One thousand seven Hundred and fifty five hire and take up on freight from this Defendant and the said Noorboy and Ibrahimjee the Ship Ally sloop from this Port of Madras to that of Pegue, and did Agree to pay the Sum of Two Thousand and Twenty five Rupees for the Voyage and to be Answerable for all Repairs, Wages and all other Charges that might accrue during the Time he Hired the said Ship as will appear by an attested Translate of an Obligation marked A hereunto annexed, And the said Abbeballah Ammoodboy did likewise borrow and Receive from this Defendant and the said Noorboy and Ibrahimjee the Sum of Three Hundred Pagodas at the Interest of Nine p Cent p Annum as will likewise appear by the said Translate of the said Obligation and the said Abbeballah Ammoodboy is likewise by the Obligation aforesaid indebted unto this Defendant and the said Noorboy and Ibrahimjee in the Sum of One Hundred and Eighty four Pagodas, being the Premium for Insurance at the Rate of 8 p Cent on the aforesaid Sum of Two thousand three Hundred Pagodas. And this Defendant further prays leave to Acquaint this Honble Court that tho' the said Abbeballah Ammoodboy did detain the said Ship from that Time to this being near four Years, during which time four such Voyages as Stipulated in the said Agreement might have been performed, Yet neither this Defendant nor the said Noorboy nor Ibrahimjee have to this day Received either of the aforesaid Sums or any part of the same. As to the Tin said to be laden on board the said Ship by the Complainant, This Defendant conceives that neither He, nor the said Noorboy nor Ibrahimjee can be any ways accountable for the same, For as the

the

Ship named Allyshroff in hire of Gulam Mahomed is Nagore to proceed on a Voyage from this Port of Madras to that of Tegue and I do hereby promise to pay unto them the Sum of Two Thousand and twenty five Rupees as freight for the said Ship, and do agree to be at all Expences in Repairing the said Ship and in paying Wages to the Lascars, and in defraying all other Charges wherein the above named Ibrahimjee, Noorboy and Tyebjee shall be nonways accountable for the same, All the Dangers of the Sea that may happen to the said Ship in his Passage from hence to Tegue and back again to be on the Account and Risque of the said Ibrahimjee, Noorboy, and Tyebjee upon the Terms and Conditions above mentioned I have hired and taken up the said Ship on Freight, and do hereby promise to Redeliver the said Ship unto the said Persons, upon her safe Return to this Road, to them the abovementioned Sum of Rupees 2025 shall be paid to them for the Freight thereof

I do hereby likewise acknowledge to have borrowed and Received from the said Ibrahimjee, Noorboy and Tyebjee the full and just Sum of Two thousand three Hundred Pagodas for the Purchasing Goods and other Charges, which Sum I likewise promise to Repay them with the Interest of Nine ℔ Cent ℔ Annum

I do also hereby acknowledge to be indebted unto the said Ibrahimjee, Noorboy and Tyebjee the Premium for Insurance at the Rate of 8 ℔ Cent upon the aforesaid Sum of Pagodas 2300 which they have lent me; and further promise that all the Articles or Sums abovementioned with the Interest and Premium due thereon shall be paid to the aforesaid Persons immediately on the safe Return of the aforesaid Ship from her present intended Voyage

Signed

Abbeballah Jumnadbaye

Fort St George the 22d May 1758 Bavanadoss of Madras Merchant hath this day made Oath before me, that He did truly interpret the Original of this Obligation (which is in the Guzerat Language) to Conacapa the Sworn Interpreter to the best of his Skill and Knowledge

Peter Manie de
Alderman & Judge of the Mayors Court at Madraspatnam

A True Translation from the Original Obligation by the Method abovementioned

J. M. Stone Attr for the Defts

also Noorboy and Ibrahimjee And this Replyant also begs leave to observe that the Agreement annexed to the Defendants Answer is not Witnessed which this Replyant conceives one of so particular a Nature ought to have been and as such Attestation is wanting This Replyant has the greatest Reason to beleive that the same is false. But supposing the Agreement of the said Abuboolah Ammoodboy was a just and true one The Defendant by the Tenour thereof is Obliged to pay this Replyant's Demand as it is there asserted that "all the "Dangers of the Sea that may happen to the said Ship in her Passage from hence "to Pegue and back Again to be on the Account and Risque of said Ibrahimj "Noorboy and Tyebjee. Therefore this Replyant still insists that the Defend-ant is Responsible to Him for the Amount of Tin Laden on board the said Ship Allyshroff the Amount thereof being Expended as this Replyant has already setforth for the Repairs of the said Vessell and although the Defend-ant has taken upon him to endeavour to Invalidate the aforesaid assertion in alledging that Charges do not imply Repairs alone Yet as the said Ship had lost her Passage by bad Weather and obliged to put back twice having Carried away two of her standing Masts with the Greatest part of her Tackling It is not to be imagined that such Damages could be Repaired without a Considerable Sum of Money. This Replyant therefore avers that all Disbursments account the said Vessell that are included in this Replyants Demand are such that the Defendant as an Owner is Responsible for otherwise the said Abuboolah Ammoodboy would never have Requested the Defendant to discharge the same in his Letter to him annexed to this Replyants Bill of Complaint. And this Replyant further prays that it may be observed that as this Replyants Demand is for the Amount of Freight laden on board the said Vessell the Vessell and Concerns are bound by the Custom of Merchants of long standing and well known to satisfy such demand before any other Creditors more especially as it was by means of the amount of the said Freight that the said Vessell was put in a Condition to perform his intended Voyage 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.

Archdale Palmer } Attorney
John Palmer } for the Replyt

were the Persons who gave Notice of the Ship Allyshroff's departure for her intended Voyage and that all Freighters who choose to put Freight on board the said Vessell adjusted the Terms of their Freight with this Defendant, Noorboy and Ibrahimjee the said Abbebullah Ammoodboy acting only as Supra Cargo who in the Presence of this Defendant and of Noorboy and Ibrahimjee signed the Bills of Lading in which were inserted the Names of this Defendant, Noorboy, and Ibrahimjee, This Defendant must acquaint this Honble Court that as the said Abbebullah Ammoodboy lived in the House with this Defendant and had hired the said Ship of this Defendant and the said Noorboy and Ibrahimjee they were willing to do him any Service that lay in their Power either by Acquainting persons that came in their way of the Ships Departure or by settling Terms with some of the Freighters in the absence of the said Abbebullah Ammoodboy; But whenever He was Present neither this Defendant nor the said Noorboy nor Ibrahimjee Ever interferred therein; and Altho' their Names might be inserted in some of the Bills of Lading yet it was never done in such a manner as any ways to make either this Defendant or the said Noorboy and Ibrahimjee answerable for any part of the Cargo, But this Defendant cannot help taking Notice of an Absurd Contradiction in the said Replication for the Replyant therein says that this Defendant and the said Noorboy and Ibrahimjee were equally concerned with the said Abbebullah Ammoodboy which certainly implies that the said Abbebullah Ammoodboy was a part Owner and yet immediately afterwards He says that the said Abbebullah Ammoodboy was only Supra Cargo, The Means by which the Replyant intends reconciling such a Contradiction are at Present unknown to this Defendant, as to the Agreement annexed to this Defendants Answer not being Witnessed this Defendant will nevertheless in due time prove the Authenticity of the same as to the Paragraph in the Agreement annexed to this Defendants Answer quoted by the Replyant to prove that this Defendant is Obliged to pay his the Replyants Demand, This Defendant cannot but be Surprized at the Construction put thereon by the Replyant when every one that is the least Conversant in Meriantile Transactions must know that the Dangers of the Seas always imply such accidents whereby a Ship is lost and never such as only Occasion a Ship to Want Repair but the Replyant must have designedly misconstued that Paragraph, for in a Paragraph in the said Agreement immediately preceding that Quoted by the Replyant the said Abbebullah Ammoodboy expressly binds Himself to be Answerable for all Expences in Repairing the said Ship and for the Wages of the Lascars &c.a and for all Charges whatever But However this Defendant does deny that

either

And on the 9th Day of March Anno Domini 1757 at the Request of Shanmoor Sultan of Madras Armenian Merchant, Go to the Dwelling House of Syebjee Mamudboy, and Shahenjee Noorboy of Noorboy Saffar boy being Aboard [on] whom the said Bill as drawn Transmitted whereof is Here above Written, and did Demand acceptance and payment of the same, Whom I Received for Answer from the said Syebjee Mamudboy, and Shahenjee Noorboy That they believed the said Bill of Exchange to be drawn by the said Abbebullah Mamudboy, but as they had Received no Advice from them relating thereto they would not pay it

Wherefore I the said Daniel Morse Notary Publick as aforesaid, did then Protest and do by these Presents Protest against the said Syebjee Mamud boy, and Shahenjee Noorboy for Non Acceptance and Non Payment of the said Bill of Exchange for Two thousand one Hundred and Eight Pagodas, and one Quarter; as also for the Interest Exchange, Re Exchange Loses Damages, Costs and Charges, sustained thereby as also against Abbebulah Mamudboy, the Drawer of the said Bill and all others whom it may Concern for all Interest, Exchange, Re Exchange, Loses Damages, Costs and Charges sustained and to be Sustained thereby In Testimony whereof I have hereunto set my Hand and Seal Office Fort Saint George this ninth Day of March Anno Domini 1757

Witness
Mono, Seal

Dan.l Morse (L.S)
Not.y Pub.c 1757

I John Scott Commander of the Ship Alby Sheriff do Protest against Abdoolah Macoda of the said Ship to Answer to the Council and Court of the Honble English Company at Madras and the Owners of the said Ship for all the Loses and Damages which may Happen as Well to the Ship and Cargo as to me John Scott for the Violence and injustice done in Displaceing me from the Command of the said Ship leaving me and my Officers in this Port of Tanjore, seizing aboard part of my Goods, Wherefore I desire and Request You Gent.n Captains and Sea Officers of the foreign Nations that are at present in this Port to bear me Witness with the Sanction of Your Signatures, Declaring what You have Really heard and seen ---- Tanjore 10.th February 1757 ----

John Scott

We the hereunder signed Do Certify that the Macoda of the Ship Alby Sheriff

John

I the Undersigned Translator to the Company for the Portuguese Language do hereby Certifie that the above Copy is entirely Conformable to the Original at Pondicherry the 18th August 1759.

Sworn

Compared with the Original of this Present writeing in the Portuguese Language which we Understand and Signed by us the Register in Chief of the Superior Council of Pondichery and Sole Notary in the said place this 18th Day of August 1759.

A True Translation from the Original by

John d'Aries
Portuguese Interpr.

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 one Stephano Mastiroes by his Attorney Shawmier Sullaveo Complainant and Tyebjee Moorboy, Jaffarboy and Ibrahimjee Moorboy are Defendants.

1st To all the Witnesses ..... Q. Do You Know the Parties Complainant and Defendants 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 To this Interrogatory ..... A. Do You Know or do You not Know any matter or thing relating to the Ships Allyshraff? If Yea do You Know any thing Concerning a Voyage made by the said Ships from this Port of Madras to Jaga and Tavoy? If Yea how long ago is it since her Departure from Madras Who were the persons concerned in the said Ships and Cargo as Owners Do You Know or do You not Know where the said Vessell was bound to after her having loaded at Tavoy If Yea where and who were Concerned in her Homeward bound Cargo who acted as Supra Cargo of the said Ships had the Supra Cargo any Concern in the said Ships or Cargo Do You Know or do You not Know of any Sum being

laden

passed between the Complainant Stephen Mathews and the Supra Cargo of the said Ship relating to the said Ship If You the whole Declare Do You Know or do You not Know to what Port the said Ship was bound after being Loaded at the said Port of Tavoy If You know and who were the Persons Concerned in the said Loading To the best of Your Knowledge and belief Declare?

To all the Witness ..... 5th ..... 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 Believe or have heard together with the Reasons of such Your Knowledge and Belief

Archdale Palmer } Attorney for the Complt

Mayors Courtab Madraspatnam }

Between Stephen Mathews (by his Attorney Shanmier Sultan Complainant and Syebjee Noorboy Jaffar boy and Ibrahimjee Noorboy Defendants

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

Jacob Cachatoor of Madras Merchant aged 33 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th Day of November 1759 shown at the Office of Mr Philip Francis Greenlate Attorney for the Defendants by Conacapah who left a Note of the Name Title and place of Abode of the said Jacob Cachatoor and afterwards on the same day being sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he knows the Complainant 10 Years, Syebjee Noorboy 8 Years and Jaffan boy about 8 Years, but has no Knowledge of the Defendant Ibrahimjee Noorboy

2d ..... To the Second Interrogatory this Deponent saith that he knows of the Ships Allyshroff having made a Voyage from this Port of Madras to Tavoy but does not know how long it is since her Departure from Madras and saith that he does not know who were Concerned as Owners in the said Ship and Cargo, but was informed by Abbebullah that the Defendant Syebjee Noorboy was the Chief Owner and saith that the said Ship was loaded to this Port after having loaded at Tavoy, And saith that he this Deponent does not know

The same Day being sworn and Examined Deposeth as follows

1st ... To the first Interrogatory this Deponent saith that he has known the Parties Complainant and Defendant in this Cause 8 Years or thereabouts

2d ... To the third Interrogatory this Deponent saith that he did go Passenger in the Ship Allyshaff that she was bound from this Port to that of Pegue, and saith that Tyebjee and the Sons of Nowroy were Concerned as Owners in the said Ship and Cargoe during that Voyage and that Abbebullah Acted as Supra Cargoe of her and saith that Tyebjee paid the Imprests to the Seamen of the said Ship upon her Outset on that Voyage and saith that to his Knowledge the said Ship was Repaired during that Voyage at Tavoy and saith that her Bottom was Caulked that She had New Masts Yards and Sails, that the Repairs were made by Abbebullah about four Years past And this Deponent further saith that to his Knowledge there was Tin loaden on board here at Tavoy by the Complainant that Abbebullah made use of the said Tin for the Ships Use And this Deponent further saith that he does know of some Transactions which passed between the Complainant and the said Abbebullah and saith that upon the Complainants Demanding his Tin upon the Return of the Ship to Tavoy the said Abbebullah told him he had Expended it on the Ship and that he would give him a Bill of Exchange for the Amount thereof upon Tyebjee and Nowroys Sons and saith that to his Knowledge the said Ship was bound to this Port of Madras after having taken in her Loading at Tavoy and that Abbebullah told him this Deponent that Tyebjee and Nowroys Sons were Concerned in the Returning Cargoe And more saith not to this Interrogatory

5th ... To the fifth and last Interrogatory this Deponent saith he not to any particular Question enquired off in this Interrogatory

Matt Clarke
Exn

The Mark of Z Tomby Chittee

Mayors Court at Madras prattenam

Between Stephen Mathias by his Attorney Shamier Sullaw Complainant and Tyebjee Nowroy Jaffer boy and Ibrahimjee Nowroy Defendants

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

produced Sworn and examined on the part of and behalf of the Complainant in a certain Cause wherein one Stephen Mathews by his Attorney Shawmier Sultan is Complainant and Tyebjee Noorboy Jaffarboy and Ibrahimjee are Defendants

Interrogs.... 1st..... Do You Know the Parties Complainant and Defendant in this Cause
To all the Interrogs or either and which of them If You how long have You so Known them or either and which of them Declare?

To Talendrapah.... 2d..... Do You Know or do You not Know any thing concerning the Ship Alleyshroff If You did You or did You not ever put any Freight on board the said Ship, What was such Freight, when did You put such Freight on board the said Ship and to what Port was the said Ship bound, or to whom did You settle the Terms of the said Freight and in whose Presence Their Names particularly Declare?

To Humphry ... 3..... Do You Know or do You not Know any thing Concerning the Ship
To Lovreach ... Alleyshroff if You was You or was You not ever employed to sell the said Vessell by Auction If You who directed You to sell her and who bought the said Ship To the best of Your Knowledge and belief Declare?

To Channiah ... 4th..... Have You been any time resident in Madras If You how long?
Nellaw Somby what Cast are you and in whose Employ are You now? Do You or do you not
Cunny Chitnah Understand the Guzerat or Moor Languages? If You can You read or write the
Pallapah Modeliar same Have You or Have You not any Concern or Dealings with the Defendants If You what are such Concerns or Dealings and how long have You been so Concerned Was You or was You not ever acquainted or with one Abbaboolah Ammood boy if You is he any ways related to any of the Defendants If You to whom and what Relation To the best of Your Knowledge and belief Declare?

To all the ... 5th..... Do You Know or can You say any other matter or thing material
Witnesses for the Complainant in this Cause If You set forth the same as You Know have heard or do believe with the Reasons of such Your Knowledge and belief?

Archdale Palmer
John Palmer
} Attorney for the Complainant

Mayors Court at Madras pro forma

Between Stephen Mathews by his Attorney Shawmier Sultan Complainant and Tyebjee Noorboy Jaffarboy and Ibrahimjee Defendants

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

3d To the third Interrogatory this Deponent saith that he Knows nothing more relating to the Ships Ally Shuff Khan that he was employed to sell him by Auction by the Defendants and Syebjee whom was the highest Bidder and bought the said Ship, and to the best of this Deponents Knowledge she sold for One thousand seven Hundred and five Pagodas. And more saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent saith not to any Particular Question enquired off in this Interrogatory

Humphery Lewcock

Matt Clarke Esr

Madraspatnam

In the Name of Sultan Complainant and Syebjee Moorby Jaffarby and Ibrahimjee Defendants

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

Chinnaik of Madras Broker Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of November 1759 sworn at the Office of Wm Philip Francis Greenslade Attorney for the Defendants by Comeapa who left a Note of the Name Title and Place of Abode of the said Chinnaik and afterwards on the same day being Sworn and Examined deposeth as Follows

1st To the first Interrogatory this Deponent saith that he knows the Complainant Sultan Syebjee Moorby Jaffarby and Ibrahimjee 10 Years or thereabouts

2d To the second Interrogatory this Deponent saith that he has Resided in Madras 25 Years and that being a Malabar and not a Gentoo Language this Deponent saith that he does not Understand the General or Moor Language neither can he read or write them; And further saith that he has no Concerns or dealings with the Defendants and this Deponent further saith that he is Acquainted with one Abbabullah Sonnoodboy but does not know if he is Related to any of the Defendants and more saith not to this Interrogatory

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

Matt Clarke Esr

Chinnaik

the 18th day of November 1759 shewn at the Office of Mr. Philip Francis Greenslade Attorney for the Defendants by Comracapa who left a Note of the Name Title and place of Abode of the said Carry Kistnah 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 Defendant Abrahimjee but has known Tyebjee 18 Years and Noorboy Jaffierboy 15 Years or thereabouts

5th ..... To the fourth Interrogatory this Deponent saith that he has Resided at Tryplicane 30 or 40 Years, that he is a Malabar and a Merchant, that he talks a little Moors but Understands neither the Guzerat or Moors Language neither can he read or write either and saith that he has had no Concern or Dealings with the Defendants but is Acquainted with one Abdoolah Armenian Boy and saith that he is Brother to the Defendant Tyebjee, and more saith not to this Interrogatory on

7th ..... To the fifth and last Interrogatory this Deponent saith not to any particular Question enquired of in this Interrogatory on

Matt Clarke
Carry Kistnah
Cas.

Mayors Court at Madraspatnam

Between Stephen Mathews by his Attorney Shanmoogar Sullan Complainant and Tyebjee, Noorboy Jaffierboy and Abrahimjee Defendants on

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

Pallapah Moodelair of Madras Merchant aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of November 1759 shewn at the Office of Mr. Philip Francis Greenslade Attorney for the Defendants by Comracapa who left a Note of the Name Title and Place of Abode of the said Pallapah Moodelair and afterwards on the same Day being Sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 10 Years Tyebjee 30 Years Noorboy Jaffierboy 15 Years and Abrahimjee 15 Years or thereabouts

5th ..... To the fourth Interrogatory this Deponent saith that he has been Resident at this Place 15 Years or thereabouts and is a Malabar and a Merchant and saith that he does not Understand the Guzerat or Moor Languages but talks the latter, but can Read or write neither. And saith that he has had Dealings

with

5th ..... If You what became of the said Abbebullah Ammood boy and where did he go when He left Tanassaseen, and by what Conveyance and at what time, and how long did the said Ship Remain at Tanassaseen and did She want any Repairs during her stay there? If Yea who was at the Expence of Repairing her, and fitting her out again for Sea? and what happend to the said Ship from the time she left Tanasaseen until She Arrived at this Coast? the whole of that Affair to the best of Your Knowledge or Belief Declare

6th ..... To Sullan Sec ..... Do You Know any thing of a Letter that Abbebullah Ammood boy Sent to Merrigee? If Yea at what Time was it and who was this Letter Directed to, and what was the Purport thereof, The whole to the best of Your Knowledge or Belief Declare

7th ..... To all the Witnesses ..... Do You Know or can You say any other Matter or thing Material for the Defendants in this Cause? If Yea set forth the same as You Know have been informed or do believe together with the Reasons of such Your Knowledge or Belief &c

P. F. Greenslade
Attorney for the Defendants

Mayors Court at Madraspatnam.

Between Stephen Martinez by his Attorney Shaveneer Sullan Complainant and Tyebjee Ammood boy Noorboy Jaffarboy and Sbramjee Noorboy Defendants

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as Followeth &c

Sallapah Mondelaire of Madras Merchant aged 70 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants upon the 12th Day of November 1759 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comaca pa who left a Note of the Name Title and Place of Abode of the said Sallapah Mondelaire and afterwards on the same Day being sworn and Examined Deposeth as follows &c

1 ..... To the first Interrogatory this Deponent saith that he has Known the Complainant 15 Years the Defendants Tyebjee Ammood boy and Noorboy Jaffarboy about 10 Years and Sbramjee Noorboy 18 Years or thereabouts

2 ..... To the Second Interrogatory this Deponent saith that he Knows the Obligation now shown to Him which was Executed by Abbebullah about four Years past at Tyebjee Ammood boys House on the Black Town and saith that he this Deponent saw the same Executed and more saith not to this Interrogatory

3 ..... To the Seventh and last Interrogatory this Deponent saith not to any Circumstance Question enquired off in this Interrogatory &c

Mad Elizabe

Sallapah Mondelaire

was on the 12th day of November 1759 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comacopa who left a Note of the Name Title and place of Abode of the said Chinniah and afterwards on the same day being sworn and Examined Deposeth as Follows

1st ..... To the 1st Interrogatory this Deponent saith that he has Known the Complain= -ant 5 Years, Tyebjee Ammoadboy and Noorboy Jafferboy 20 Years and Shamjee Noorboy 12 Years or thereabouts

2d ..... To the third Interrogatory this Deponent saith that he Remembers the Com= =plainants being at Madras and Remembers his Demanding the Amount of a Bill of Exchange from the Defendants Tyebjee Ammoadboy and Shamja Noorboy and saith that the said Bill was drawn by Abbebullah and was to the Amount of two thousand six Hundred and Eight Pagodas and a Quarter and saith that they Refused payment thereof and this Deponent saith that the Defendants did give the Complainant a Letter that the said Letter was intended for Abbebullah and that the Purport thereof was to Advise him that they the Defendants had not paid his Bill and more saith not to this Interrogatory

7th ..... To the Seventh and last Interrogatory this Deponent saith not to any particular Question enquired off in this Interrogatory

Matt Claxton
&c

Chinniah

Mayor Court of Madraspatnam

Between Seyd Feroz Mankroos by his Attorney Shammier Sultan Complainant and Tyebjee Ammoadboy, Noorboy Jafferboy and Shamjee Noorboy Defendants

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

Nella Tomby of Madras Merchant Aged 53 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 12th day of November 1759 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comacopa who left a Note of the Name Title and place of Abode of the said Nella Tomby and afterwards on the same Day being sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has Known the Complain= -ant 15 Years and the Defendants 15 Years or thereabouts.

2d 3d ..... To the third Interrogatory this Deponent saith that he Remembers the Complain= -ant being at this Place and Remembers his Demanding the Amount of a Bill of Exchange from the Defendants and that the said Bill was drawn

by

the said Abbebullah Ammood boy went from Tanna seree to Segoe on a Boat about two Months after he had been at Tanna seree where the Ship Remained about six Months And further saith that the Ship wanted Repairing during her stay at Tanna seree, and that Shaik Ramoolah was at the Expence of Repairing and setting her out again to Sea And this Deponent saith that after the said Ship had left Tanna seree she was Seized by the French And more saith not to this Interrogatory on

7th ..... To the seventh and last Interrogatory this Deponent saith not to any particular Question enquired of on this Interrogatory on

Mall Claxke
Ex

Vallee Mahomed

Mayors Court at Madraspatnam

Between Stephen Marsteller Lyle Attorney Shammier Sultan Complainant and Tyebjee Ammood boy Nowroy Jaffar boy and Ibramjee Nowroy Defendants

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

Sultan jee of Madras Merchant Aged 55 Years or thereabouts being produced as a Witness on the part of the Defendants sworn on the 13th day of November 1759 shewn at the Office of Mr Archdale Palmer Attorney for the Complainant by Conacapa who left a Note of the Name Title and place of Abode of the said Sultan Jee and afterwards on the same day being sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 5 Years and the Defendants 8 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent saith that He Remembers the Ship Ally Sloop being at Tanjore about three Years past and that he Remembers one Abbebullah Ammood boy being there at that time and saith that the said Abbebullah Ammood boy left Tanna seree about two Months after the Ships Arival and went to Segoe in a Country Boat and saith that the Ship Remained about Nine Months at Tanaseree and that she wanted Repairing during her stay there and saith that one Louis was at the Expence of Repairing the Ship and setting her out again for Sea And this Deponent further saith that the said Ship was Seized by the French as she was Coming over to the Coast And more saith not to this Interrogatory

6th ..... To the sixth Interrogatory this Deponent saith that he knows that Abbebullah Ammood boy sent a Letter to Moruge about twenty five Months past and was directed to one Boyrooa, that the Purport thereof was to let the Complainant know that he had Received his Money and would pay it, and this Deponent

more

Mayor's Court at Madrasapatnam

Friday the 25th Day of January Anno Domini 1760

L.S.

Present

Francis Taylor Esquire Mayor
Peter Marjette John Lewyn Smith
James Lewis, George Stratton &
John Detonidore Aldermen

Mayor's Court

Between Stephen Masterius at Present of Savoy by Profession Attorney Shannon Sullane of Madras Merchant Complainant and Seybee Ammoodboy Noorboy Jaffar-boy and Ibrampee Noorboy Defendants

This Cause coming on to be heard and debated this day on the Presence of the Complainant, and of the Defendant Seybee Ammoodboy and of the Attornies on both sides, on Reading the Complainants Bill with an Account Current and four Translates annexed, The Defendants Answer with a Translate of an Obligation annexed, The Replication and Rejoinder Interrogatories on the part of the Complainant with three Depositions taken thereunto, Additional Interrogatories on the part of the Complainant with six Depositions taken thereunto, Two Exhibits on the part of the Complainant, Interrogatories on the part of the Defendants with seven Depositions taken thereunto, On hearing the Readings made use of by the Attornies and on due Consideration had thereon The Court being of Opinion that the Obligation given by Abbabullah Ammood--boy to the Defendants can only be Considered between the said Abbabullah Ammoodboy and the Defendants, and can by no Means affect the Complainant And it appearing to the Court that the sixty five Candy of Tin was laden on board the Ship Ellysheff by the Complainant as set forth by them, And that the said Tin was Expended by the said Abbabullah Ammoodboy on the Repairs of the said Ship, whereof the Defendants were aware.

This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant, Pagodas Star and pivt Sum of Two thousand One Hundred and Fifty three Pagodas nine fanams (Pag. 2153 9 ~) being the Amount for which the said Tin would have sold at this Place at the Rate of thirty five Pagodas pr Candy, after deducting thence from the Sum of Ninety one Pagodas for the Freight of the said Tin at the Rate of 14 pr Cent, and the Sum of ~

thirty

Your Orator Gooraeh Jacob of Madras Merchant That Cambacca Narraire also of the same place Merchant stands indebted to Your Orator in the full and just Sum of Fifty nine Pagodas four fanams and twenty Cash which in Sterling Money of Great Britain accounting every Pagoda eight Shillings will amount to the Sum of Twenty three pounds twelve Shillings and two pence three boats as will more fully and at large appear by the Accompt 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, And Your Orator further sheweth unto this Honble Court that he has frequently and Importunable demanded pay-ment of the aforesaid Sum of Fifty nine Pagodas five Fanams and Twenty Cash of the said Cambacca Narraire But now so it is May it please this Honble Court the said Cambacca Narraire 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 Cambacca Narraire 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 freely 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 Fifty nine Pagodas five Fanams and twenty 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 Cambacca Narraire 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 there 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
Att.y for the Complainant

Dr. ——— Cambacca Narraun ——— Cr.

1756			1757		
Sept.r 1st	To Cash lent Narraun note of Hand	300 " "	Oct.r 28th	By Cash in part	113.12 "
1st	11th To D.o paid Court Charges on your Acc.t	15.29.50	1758		
1757			Oct.r 21st	By D.o D.o	113 " "
Oct.r 28th	To Interest on 300 from the 1st Oct.r 1756		1759		
	to November 10th 1759 3 yrs 1 m.o @ 8 p.r Cent		Nov.r 10	By D.o D.o	113.12 "
	P Annum	95.16.80		By Interest on the Sum of 113.12 from	
	To Interest on 15.29.20 from			28th Oct.r 1757 to the 10th Nov.r 1759	20.32.24
	the above date	4.15.18 99.19.38		By D.o 113 D.o	10.15.25 31.19.05
				By Cash in further part	25 " "
					376.7.56
				By Ballance Due	59.6.20
		Pagodas 155.12.78			Pagodas 155.12.76

Fort St George October 1760
Errors Excepted P Gooraeh Jacob

Dr

Cornack Jacob

Cr

1756				1756			
Sept.	1st	To Assignation of Cotta Sugarra	300	Sept.	1st	By a Transfer of Tolly Chetty for 313 Pags. he is to receive	
		By Ballance	340			agreed to pay (excluding the Court Charges) Pags.	640
			640				640
1757							
May	10th	To Brokerage on Pags. 1250 which being the Price					
		of Mango Silk wherein my Charges	8	1756			
		12 mo. Brokerage on Pags. 208 which being the Price		Sept.	1st	By Ballance of the said Account for which I have	
		of Goods	3,39,56			gave you a Note of Hand to discharge in three	
Oct.						Deliveries Annually Do	340
	1st	To Cash paid the first Division of the Contents of		1759			
		my Note	113,12	Nov.	10th	By Interest on the said Sum of 340 for 3 Years	
Dec.	9th	To Cash Paid out of my Brokerage	5,6,24			1 Month and 8 Days at 8 p. Cent p. Annum	81,16,62
1759							
Oct.	21st	To Do. Paid the Second Division of the Contents					
Dec.	9th	of my Note	113				
1759							
Aug.	11th	To Cash Paid	20				
	10th	To Brokerage on Pags. 771 which was 5,8,50					
		A Pr. being insured for the Payment I provided A Pags.					
	30th	To Brokerage on Pags. 258 being the Price of 10 Large Stones	6,13,40				
Nov.	10th	To Cash paid the third Division of the Contents of the					
		said Note of Hand	113,12				
Dito	10th	To Interest on the following Sums at 8 p. Cent p. Annum					
		Pags. Fo. Cash	Int. D.				
		8 — —	2,6	1,2,18.			
		3 — 29 — 56	2,5,20	— 7,10.			
		113 — 12	2 — 16	18,16,54.			
		5 — 6 — 24	1,10,15	27,66			
		113	1 — 19	9,18,18.			
		20	— 11 — 1	1,16,64.			
		1 — 1 — 50					
		6 — 13 — 40	— — —				
		113 — 12	— — —				
						32,21,0	
						81,16,62	
		By Ballance Due				7,25,18.	
		Pagodas				89,16,62	

Pagodas 89,16,62

Fort St George 16th December 1760

Errors Excepted

Edward Fenn Accountant

for the Depositary

Pagodas 89,16,62

Received the Contents of the above Note of Hand

Noted and the Defendant it was impossible for this Replyant to have given the Defendant Credit for Monys before for this Replyant as he has already alledged more ought to the Defendant as his Broker. As to the Sums of Twenty fanams this Replyant has given the Defendant Credit for five more than the Defendant acknowledges to have paid this Replyant And this Replyant begs Leave to acquaint this Honble Court that there is a Difference on the Interest between the Defendant and this Replyant Account Current because this Replyant calculated the Sums at Nine p.Cent in consequence of the Defendants Obligation to this Replyant and not eight p.Cent as entered in the Defendants Account Current and this Replyant prays that the mistake of the figure in his Account Current mentioned as eight p.Cent may stand Rectified to the Figure nine p.Cent as the several Sums were Calculated at that rate in consequence of the said Obligation And this Replyant further saith that he cannot help mentioning his Surprize at the Defendants charging this Replyant with the imposing upon him without pointing out the particulars for this Replyants Reply thereto but this like some other part of the Defendants Answer which as foreign to the present demand needs no further reply thereto than let it be here or false it has no connection with the present demand which ought to be discharged All which matters and things this Replyant is Ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he has already prayed

John Palmer
Att.y for the Compt.

Read and Filed the 31st March 1762

The Rejoinder of Cambacca Mannoe of Madras Merchant Defendant to the Replication of Coorachee Jacob 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 exception to the many Insufficiency and uncertainty of the said Replication This Defendant saith that he is not indebted unto the Complainant the Sum of Forty nine Pagodas five Fanams and Twenty Cash and this Defendant also saith that he is indebted no more than the Sum of seven Pagodas Twenty five Fanams and Forty four Cash as is already set forth in the Defendants said Answer

And

in such a manner as if he had not Drawn the Ready Money as well Strictly
agrees by an Account Current already produced and annexed to the Defendants
said Answer And the Complainant admits in his said Replication that the
said Sum was not Ready Money lent unto this Defendant but that it arose
by a Transfer from the said Tolly Chuttoo an account of a Merchant and this
Defendant saith that this way of proceeding of the Complainant is to deprive
him of his Right and property that is to say from Court Charges and also
this Defendant desires to Know whether the Complainant do not in a more
particular manner set for the sum that Five Hundred and fifteen Pagodas
came to the Amount of six Hundred and Sixty Pagodas and that the De-
fendant denys that he ever gave the Complainant any such Receit as he
Alledges that he did after he had settled with him about the payment
of the said Demands And this Defendant also saith that it is not the
manner of Merchants to give Receipts in any such way but it is Regular
or ought to be that in such Case for the Defendant to give the Complainant
a Receit in Order to Discharge himself to pay the Court Charges And this Defend-
ant further saith that he has bought Merchandize as a Broker on Account
of several People who were then by whom the Goods were Paid and that the
said Goods was Recorded even in the Account of the Company Books of
the said Brokerage, and that the Complainant set forth in his Replication
that he never employed any Persons as Brokers but one Mootea and one
Lingah to whom he always paid the usual Brokerage, but the Complainant
is under a very great Mistake to say in his Replication that he does not
Know any such Sums as one Pagoda four Fanams and fifty Cash and six
Pagodas Thirteen Fanams and Twenty Cash but this Defendant Owns these
Articles to be very true and just with several Articles which the Complainant
Denys And this Defendant do and will Aver and Maintain all and every
thing and things herein to be true and Certain in such manner and form
as they and every of them are herein alledged and Expressed

Edward Sane
Attorney for the Defendant

September the 25th 1756

We Cambacca Narrain and Muniallah Veerendachellum are to the de-
clare

Who was so sent by the Complainant to the Defendant, and what was the Defendants Answer when so Requested, and what accounts were they that were then subsisting between them? Declare

To all the Witnesses } 5th ..... Do You Know or do You not Know of the Complainants having at any time heretofore commenced any suit against the Defendant in this Court? If Yea Do You Know or Do You not Know of such Suits being withdrawn out of Court? If Yea when, what was the amount of such Suit and what was promised by the Defendant to satisfy the Complainant upon withdrawing the same? The whole particularly Declare

To all the Witnesses } Last ..... Do You Know or can You say any other matter or thing material for the Complainant in this Cause, If Yea set forth the same as You Know and do believe? Together with Your Reasons at Large?

Archdale Palmer
Advo. for the Complainant

Mayors Court at Madraspatnam

Between Gerach Jacob Complainant
And Cambacca Nainain Defendant

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

Tell Chittee a Madras Merchant Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th day of October 1761 sworn at the Office of Mr Edward Jones Attorney for the Defendant by Comacapa who left a Note of the Name Title and place of Abode of the said Tell Chittee and afterwards on the same day being informed Examined Deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he has Known the parties Complainant and Defendant in this Cause 10 Years or thereabouts.

2d ..... To the Second Interrogatory this Deponent saith that the Defendant was indebted to Him, and he thinks the Sum was six Hundred Pagodas, that he this Deponent lent it to the Defendant at Respondentia and saith that he did Assign it over to the Complainant, And more saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that to his Knowledge the Complainant did send to the Defendant to Request of Him to settle some

the Defendant and that the Defendant always put him off with some trifling Excuse that he was not well, or ready to go to the Complainant the next day that there was some Interest due from the Defendant and Court Charges to settle and more saith not to this Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith that he knows the Complainant did some time ago Commence a Suit in the Mayor's Court against the Defendant and that it was with drawn about four Years ago and saith that he does not know what was the Amount thereof or what promises the Defendant made the Complainant upon his withdrawing the Same and more saith not to this or the last Interrogatory.

Ellaby
Exr

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein Cannacarra Nayaim is Defendant and Gerachi Jacob is Complainant.

To 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?

Verapah Chetty
Cota Serigapah
Tomana Condapah
Cota Sobiah
Condapah
Modeliar Pulla

2nd Do You know or do You not know whether the Defendant were not bound for a Moorman to one Sool Chetty and what Sum or Sums of Money was he so bound for, Do You know or do You not know whether Cannacarra Nayaim is indebted to the Complainant any Sum or Sums of Money or how was the said Debt contracted and in what manner, Do You know or Do You not know whether the same did not proceed by a Transfer of an Obligation from the said Sool Chetty and how came You to know the same to the best of Your Knowledge and belief particularly Declare?

3d ... Do You know or do You not know whether there was any Suit in the Mayor's Court between the Complainant and Defendant and whether the same was not withstanding their agreeing that the Defendant should pay the Sum of Six Hundred and Forty Pagodas excluding therein all the Court Charges, Do You know or do You not know whether the Defendant did at any time or times sell any Merchandize for the Complainant as a Broker and how came You to know the same to the best of Your Knowledge and Belief particularly Declare?

To the Witnesses ..... 4th Do You know or can you say any 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 for —

Edwd Jones Attorney

Mem: The 5th Interrogatory with the Depositions thereto annexed was filed the 16th March 1762 on being the Last Motion
E. Jones

on this Court as Follows

Cola Singanada of Madras Merchant Aged 60 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 26th day of October 1761 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comaca pra who left a Note of the Name Title and place of Abode of the said Cola Singanada and afterwards on the same day being sworn and Examined Deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he knows the Complainant 10 Years and the Defendant 20 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith that he knows the Defendant was bound for a Moorman Bond Vol Chitties in the Sum of Five Hundred and fourteen Pagodas or four Hundred and fifteen Pagodas and saith that he knows the Defendant is indebted to the Complainant but does not know exactly what sum that the said Debt was Contracted by the Complainant buying of Vol Chitty the Defendants Bond of which he this Deponent was informed by the Complainant and more saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he knows there was a Suit in the Mayors Court between the Complainant and Defendant and that the same was withdrawn upon the Defendants agreeing to pay the Sum of six Hundred and Forty Pagodas including all the Court Charges thereon and further saith he does not know whether the Defendant at any time Sold Merchandize for the Complainant as a Broker, And more saith not to any particular Questions enquired of in this or the last Interrogatory

Cola Singanada

Marks Clas Rec Exr

Examined by Order of Court 16th March 1762

Mayors Court at Madraspatnam

Between Geeracka Jacob Complainant
And Cambacca Mannaine Defendant

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

Tamana Condapah of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 26th day of October 1761 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comaca pra who left a Note of the Name Title and Place of Abode of the said Tamana Condapah and afterwards on the

particular Question enquired off in this or the last Interrogatory ---

Mad[s] Clarke Esq[r]

Cota Soobiah

Mayor's Court at Madraspatnam

Between Coorach Jacob Complainant
And Cumbacca Narrain Defendant

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

Cota Soobiah of Madras Gent aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 26th day of Oct[r] 1761 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comacapa who left a note of the Name Title and Place of Abode of the said Condapah and afterwards on the same day being Sworn and Examined Deposeth as follows

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

2d ..... To the second Interrogatory this Deponent saith that he does not Know whether the Defendant was bound for a Moorman to one Toll Chittee or whether the Defendant is indebted to the Complainant and more saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he does not Know whether there was any Suit in the Mayors Court between the Complainant and Defendant and saith he Knows the Defendant did sell a Merchandize for the Complainant as a Broker, that he this Deponent was Sent to the Complainant at that time and used to Accompany the Defendant rather in order to Collect the Money from the Merchants and more saith not to this Interrogatory ---

4th ..... To the fourth Interrogatory this Deponent saith not to any Particular Question enquired off in this Interrogatory ---

Mad[s] Clarke Esq[r]

Sworn as by Condapah

Mayor's Court at Madraspatnam

Between Coorach Jacob Complainant
And Cumbacca Narrain Defendant

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

Moodoo Krishnah Pillah of Madras Concopoly Aged 55 Years or thereabouts being

Defendants Answer with an Account Current annexed The Replication, The Rejoinder, one Book be
on the part of the Complainant, The Interrogatories and Depositions on the part of the Complainant
The Interrogatories and Depositions on the part of the Defendant On hearing the Pleadings made
Use of by the Attorneys and due Consideration had thereon. As the Complainant hath not
produced any Proof that the Defendant ever made himself Answerable for the Costs of Suit in
the former Cause, neither hath he made it appear that he Ran any extraordinary Risque in
Sending his Money to the Defendant This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Complainants Charge of Pags. Rs. 29. 20 for Costs
of Suit shall not be allowed him, neither shall he be Allowed any more than 8 ℔ Cent on the
Defendants Obligation, that being the Accustomary Interest of this Place, and as the Defendant
hath not produced any proof in Support of the several Charges made by him for Brokerage,
This Court doth therefore further Order and Decree that He shall not be allowed the same,
And it Appearing to the Court that the Defendant by his Backwardness to settle
the Account obliged the Complainant to Commence an Action against Him. This Court
doth therefore moreover Order and Decree that the Costs of Suit shall be paid by the Defendant

J Carr

Read and Filed the 19th
February 1760 .....

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward
Edwards late of the City of London in the Kingdom of Great Britain Gold Smith Reviver and
Freeman of the City of London but now of Fort Saint George in the East Indies on the Coast of
Choromandel Sworn Master to the United Company of Merchants of England Trading to the
East Indies aforesaid That Josias Du Pre' also of the same place Merchant stands indebted
to Your Orator in the full and just Sum of One thousand Two Hundred and fifty one Pagodas
ten fanams and forty five Cash Current of Money of Madras which on Sterling Money of
Great Britain accounting every Pagoda eight Shillings will amount to the Sum of
Five Hundred Pounds ten Shillings and four Pence or thereabouts as will more fully
and at large Appear by the Account 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 the Twenty third day of November
about ten of the Clock in the Forenoon in the Year of our Lord One thousand seven Hundred
and fifty Nine send unto the Gold Mint a Pot of Gold to be Melted down in order to be

Tower of London in the Kingdom of Great Britain aforesaid upon Musters of Money Coined by your Orator and transmitted by the President and Council of this Place to be Assayed in the Tower of London aforesaid And Your Orator further sheweth unto this Honble Court by the Unwarran=table Proceeding of the said Josias Du Pré and Contrary to the Custom of Mints your Orator has been Prevented Coining the said Gold and performing a Contract which he was obliged to make good by Paying the Sum of one thousand two Hundred and sixteen Current Pagodas thirty five fanams and forty Cash which at the Exchange at that time of Thirteen and a half Per Cent for every Hundred Madras Pagodas is just the Sum of One thousand and seventy Madras Pagodas Nine fanams and seventy five Cash And Your Orator further sheweth unto this Honble Court that besides the said Gold already referred to the said Josias Du Pré did also stop any ther Pot of Gold sent by your Orator to the Mint to be Melted According to the Custom of Mints Weighing one Hundred and thirty five Ounces fourteen Penny Weights and Eighteen Grains which was also Detained two days in Order to go through the same irregular Process of Rubbing and Melting Peice by Peice as the former by which Rubbing Melting and Detention your Orator lost seventeen Pagodas thirty four fanams and seventy five Cash on the Sale of the said Gold when Coined into Madras Pagodas merely to satisfy the Curiosity of the said Josias Du Pré Although the said Josias Du Pré is very sensible that a Detention or Hindrance to carrying on the Business of the Mint in this Place must be Attended with a very great loss to the Proprietors of Gold or Silver where the Exchange is continually fluctuating and the whole loss which your Orator has sustained by the Detention of the said Gold by the said Josias Du Pré and by the said Josias Du Pré's Permitting the said Gold to be Debased and Adulterated in manner aforesaid Amounts to the said Sum of one thousand two Hundred and fifty one Pagodas ten fanams and forty five Cash as is more particularly set forth in the Account Current annexed hereto And your Orator further unto this Honble Court that he has frequently and in an Amicable manner Demanded Payment of the aforesaid Sum of One thousand two Hundred and fifty one Pagodas ten fanams and forty five Cash being the Amount of the Loss sustained by the Unwarrantable Proceeding of the said Josias Du Pré And Your Orator further begs leave to Acquaint this Honble Court that before He sent the Pot of Gold to be Melted (now in the Possession of the said Josias Du Pré) He sent seven other Pots of Gold to be Melted in the very same Manner as that already referred to which it is very extraordinary the said Josias Du Pré had not the Curiosity to make a Tryal of byt on the contrary the said seven Pots of Gold were ordered to be melted when sent to the Mint without the least Objection A Report of which said seven Pots of Gold as also the Pot now in the Possession of the said

Josias

Dr. Mr. Josias Du Pré Cr.

1759 Nov.r 23d To a Pott of Gold sent to be Melted Weighing 119 oz 17 dwt 18 gra Touch 86 1/4 Produce Madrass Pagodas 1072 fa 9 ca 75 @ 13 1/2 ℘ Cent is Current Pagodas 1216 35 40

To Interrest on the above said Sum of Pagodas 1216 35 40 from the 23d November last to the 23d Ultimo being two Months @ 8 ℘ Cent ℘ Annum 16 12 10

Decemb. 28th To a Loss on a Pott of Gold sent this Day 17 34 75

Pagodas

By Ballance due ..... Pagodas 1251 10 45

Fort St George 14th February 1760
Errors Excepted
Edward Edwards

Sworn in Court
18th March 1760

The Answer of Josias Du Pre of Madras Merchant to the Bill of Complaint of Edward Edwards of the same place Assay Master

This Defendant now and at all times hereafter saving and Reserving to Himself all and all manner of Benefit and advantage of Exception to the many Errors Uncertainties Imperfections and Insufficiencies in the 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 humbly Conceives he is not Answerable to the said Complainant for the Damages which he Charges his said Bill of Complaint to have Received in the Course of certain Transactions in the Mint and that the said Complainant cannot in Law maintain his Action against this Defendant because the said Complainant hath Charged this Defendant as a Principal in the Conduct and Management of the Business of the Mint by the Stile of Superintendant of the Mint, whereas this Defendant is not a Principal in the Conduct and Management of the Business of the Mint by the Stile of Superintendant of the Mint, Whereas this Defendant is not a Principal in the Conduct and Management of the Business of the Mint nor is he Superintendant of the Mint or hath he ever Acted as a Principal in or as Superintendant of the Mint or Assumed either of those Characters but on the Contrary this Defendant is by the Appointment of the President and Council of Fort St George Assistant to the President as Mint Master and is so Stiled both in the List of Covenanted Servants sent to the Court of Directors of the United East India Company and in the Minutes of Consultation where he was so Appointed a Copy of which Minutes this Defendant is informed hath been delivered to the Complainant, This Defendant therefore having no Power or Authority in himself by Virtue of his office but acting wholly under and by the Order of the Mint Master his Principal is Answerable as he humbly Conceives to his Principal only for all which Reasons this Defendant humbly Conceiving that he had good and Sufficient Cause to Demurr to the Complainants said Bill of Complaint, did on the Day on which this Defendant was by Writ Issuing out of this Honble Court Commanded to Appear and Answer to the said Bill of Complaint humbly beseech this Honble Court by Means of his Attorney that he might be Allowed to Demurr to the said Bill of Complaint but notwithstanding the Book of Instructions which Accompanied his Majesties Gracious Charter does express that no Demurrer shall be Received after the Day of Appearance by which this Defendant conceives is Meant that a Demurrer may be Received at any time within that Day yet there being an Order of this Court that all Bills Answers and other Proceedings shall be

Vide

People who had brought the said Gold to the Mint for the Complainant refused to let them take the Weight of the several Parcells thereof according to the Custome of the Mint and would only suffer him to take the Gross Weight of all the Parcells together which he being Contrary to the Custome of the Mint this Defendant ordered the said Arpoo Mint Conseyply to Return and take the Weight in no other Manner than Strictly according to the Custom of the Mint that is to say by Weighing each Parcell distinctly, and this Defendant further saith that the said Arpoo Mint Conseyply did shortly after Return and inform this Defendant that he had taken the Weight of each Parcell of the said Gold distinctly and that on so doing he had discovered that the said several parcells were not conformable to the said Paper or Report herein before Referred to for that on the Parcell of Gold Weighing One Hundred and Thirteen Ounces Twelve Penny Weights and Six Grains and Reported by the said Paper to be of Eighty six and three Quarter Touch there were three Pieces of Gold Weighing four Ounces and Eleven Penny Weights which Plainly appeared even to the Naked Eye to be of a much inferior touch, that instead of six Ounces and three Penny Weights of Negapatam Pagodas as Reported by the said Paper there Were only Five Ounces and Eleven Penny Weights and that instead of two Penny Weights and twelve Grains of Allay there were three Penny Weights and six Grains of Allay but that the several Parcells taken together did Weigh according to the Report One Hundred and Nineteen Ounces Seventeen Penny Weights and Eighteen Grains and this Defendant further saith that upon this Report he sent for some of the Goldsmiths in the Mint to come to him and amongst the Rest one Ramalinga Pichave Buseness it is to Receive the Gold into the Mint and to Deliver out the Produce thereof when Coined and on whose Assessment the said Gold then actually was according to the Custom of the Mint and enquired of them or either of them Whether they could take upon them to affirm that the said four Ounces and Eleven Penny Weights of Gold part of the said Parcell of One Hundred and Thirteen Ounces Twelve Penny Weights and six Grains was of a Quality much inferiour to that which it was Reported to be of and Received for Answer that the inferiour Quality of the said four Ounces and Eleven Penny Weights of Gold was so very conspicuous that they did not hesitate or Waver to that or the like Effect and this Defendant further saith that as he hath no other Power or Authority in the Mint than to see that that the Business there of be Conducted according to the Established Rules and Known Customs and the Case herein before set forth being Singular and not according to the Rules and Customs of the Mint he would not take upon him to permit the said Gold to be Coined but Ordered the said Arpoo Mint Conseyply to Signify to the Mint Understanding Clerk Permanall Chitty that the said Gold

when

standing the said several parcells of Gold and Allay were not exactly correspondant to his Report thereof yet that the said several parcells being melted together into one Mass would forward Eighty six and three Quarter touche which is the exact and proper touche of Madras Pagodas whereas according to the Opinion of the Shroffs above set forth the whole Mass would be about Eighty five and a Quarter touche a little more or less and did thereupon order this Defendant to Signify to the Mint undertaker that he should cause the said Gold to be melted in the like manner as is practised with all other Gold brought to the Mint to be Coined in order that the same might then as is customary be Reduced to Powder and that such Powder might as is also usual be assayed and upon the Report of such Assay that the said Gold might then be coined if Laymoured to be of the proper touche and this Defendant further saith that he did accordingly signify the said Order of the Mint Master to the Mint Undertaker by the means of the said Assay the Mint Comcoply and this Defendant is informed and verily believes that the said Gold was melted and made into Powder in the Usual and customary manner of the Mint and in the same manner that it would have been melted had there been no Cause of exception by Reason of the Disagreement between the said Gold and the said Report the several Officers and Servants whose business it is to be present at such Operations, being present and amongst the rest the said Moodoo Mint Surveyor who came with the said Lot of Gold from the Complainant to this Defendant on the twenty third day of November and who according to the duty of his Office did as this Defendant is informed take a Master or Sample from the said Powder and convey the same to the Complainant to be Assayed but this Defendant not having been personally present at these last mentioned transactions cannot of his own Knowledge aver that they were so performed but doubts not that he should be able to prove to this Honble Court that they were so performed and this Defendant further saith that the said Master or Sample being so delivered to the Complainant in his Character of Assay Master the said Complainant shortly after to Wit on day of November did send unto this Defendant a Paper or Report in these Words Viz "Mr Josias Du Pre's Gold Assay — Lot of Gold touch Eighty five and a half —

But this Defendant having no Gold on the Mint and not well Understanding the meaning of the said Report did Write unto the Complainant desiring an explanation thereof in Answer whereto this Defendant did Receive a Letter from the Complainant purporting only that the Complainant was much Surprized that the Superintendant of a Mint should send to have a Lot of Gold Assayed and knew to whom it belonged without giving this Defendant any

further

or doany one Act that can in any Wise be construed an Attempt to seize or cause to be seized the Complainants said Gold so sent to the Mint as aforesaid but this Defendant doth acknowledge that he did in manner before set forth by Virtue of his Office as Assistant to the Mint Master prevent the Coinage of the said Gold untill the Mint Masters Directions could be taken concerning the same and he Conceives that the Duty of his Office obliged him to do so as the Difference found between the parcells of Gold and Report did Carry the Appearance of an intention of Fraud or at least of Irregularity and this Defendant doth aver that, that, prevention was the only act which this Defendant did by Virtue of the Authority of his Office all other acts and transactions as is herein before set forth having been done and performed by the express Order of the Mint Master and in which this Defendant was no further Concerned than in Signifying those Orders to the Mint Undertaker or other Officers employed in the Business of the Mint This Defendant having annexed hereto a Copy of his Letter to the Complainant from which the Complainant hath Quoted a passage in the intention of proving that a Defect of Weight was the sole Cause of Stopping the Coinage of his Gold Craves Leave to Refer thereto, and Doubts not but it will Appear to this Honble Court that the Disagreement therein said to have been found between the said Gold and the Report does not Refer particularly and solely to the Weights of the said Gold but that in the Action of weighing a Disagreement was discovered which Disagreement this Defendant hath already herein before set forth But it appears to this Defendant By the said Bill of Complaint that the Complainant finding himself detected and prevented in his intention of Coining his Gold by a false Report thereof doth now endeavour to Shelter himself under the specious Evasion that he did not send the said Gold to the Mint to be Coined but only to be Melted in order that it might be Assayed but unfortunately for the Complainant he hath himself (as this Defendant supposes inadvertently) proved the Contrary for he hath annexed to his said Bill of Complaint a Paper Containing a Report of seven Potts of Gold which he sent to the Mint and does aver that the Pott of Gold sent to the Mint on the twenty third day of November was sent thither under the same Circumstances and in the same intention as the said seven Potts, now those seven Potts of Gold were all sent to the Mint to be Coined and were actually all of them Coined into Madras Pagodas tho' it would have been better if one of the said Potts had not been Coined as this Defendant will hereinafter more particularly explain to this Honble Court This Defendant to assist himself of this Proof so produced by the Complainant against himself hath Compared the Copy of the Report of the said seven Potts of Gold annexed to the said Bill of Complainant with the Original thereof now Deposited in the Secretary's Office

at

process or Operation than what is herein before set forth tho had the said Gold been so Melted or Rubbed by the Mint People This Defendant conceives that he is not Answerable for the Mint People but that the Mint Undertaker is the Person who is answerable for them but in Respect to the Process or Operation so performed upon the three small pieces of the Gold in manner as before set forth this Defendant doubts not but he shall be able to prove that the said Mass of Gold when all the Parcells were melted together as they were when the Complainant made the second Assay thereof upon a Muster or Sample of the Powder could not thereby have sustained any sensible alteration in the touch but that if it were possible to discover and ascertain any Alteration that alteration must have increased the touch of the said Mass since of the three pieces of Gold so Rubbed two were too coarse and one fine Consequently the Waste must have been in the same proportion which was not exceeding the whole three Grains The Mint Undertaker who is answerable for all Gold delivered into the Mint and is ready to make good to the Complainant and this Defendant further saith that he would willingly have been Silent in Respect to the Complainants General Conduct Capacity and Integrity as an Assay Master and have Confined himself wholly to the Merits of the Present Case but the Complainant having called upon this Defendant to Avouch the Honesty of his Dealings as having seen what the Court of Directors have from time to time wrote concerning the Assays made in the Tower of London upon Musters of Money Coined by the Complainant and transmitted by the President and Council of this place to be Assayed in the Tower of London This Defendant therefore that he might be the better enabled to do justice to the Complainant on this Subject hath had Recourse to and Carefully examined the Accounts of the said Tower Assays sent out by the said Court of Directors to the said President and Council containing the Assays of Coins sent home from the Settlement from the Year one Thousand seven Hundred and fifty one to the Year One Thousand seven Hundred and fifty six both inclusive by which it appears that out of forty one Current Pagodas Assayed in the Tower twenty four of them were inferior to their proper touch and some of those twenty four so low as three Carrats worse than Standard which Answers to seventy nine touch and one Hundred and fifty four decimal parts of a touch whereas the proper touch of Current Pagodas is Eighty That out of forty five Madras Pagodas Assayed in the Tower twenty six of them were inferior to their proper touch and of those twenty six one was so low as one Carrat three Grains and a Quarter worse than Standard and Many one Carrat two Grains and three Quarter worse than standard which Answers to Eighty four touch and one Hundred and forty three decimal parts of a touch Whereas the Proper touch of Madras Pagodas is Eighty six and a

quarter

on the other hand this Defendant does acknowledge that the said Court of Directors have in a late Letter expressed a good opinion of the Complainants Capacity and Integrity but this Defendant understands and believes that favourable mention of the Complainant to have been made from a Motive of Resentment to the President and Council for having suspended the Complainant from their Service and to express their Desire that as one of their Servants he should not be hardly dealt with as they thought he had been by that Suspension or rather than from any Knowledge of the Complainants Capacity and Qualification as an Assay Master as it is more than probable that seeing the then Court of Directors many of whom had been but a short time in the Direction had ever enquired into the Complainants Capacity and Integrity as an Assay Master by examining the Tower Assays and if the Complainant shall think it for his advantage to produce the Extract from the Letter wherein he is so mentioned this Defendant doubts not but that it will so appear to this Honble Court upon the Examination thereof with the Extract of former Letters which this Defendants hath hereunto annexed The Complainant hath called upon this Defendant to declare whether he did not send for one Chittiapah and ask him whether the said Gold was not his property and what were this Defendants Reasons for so doing To which this Defendant saith that he has at present but a very faint and imperfect Recollection of that matter but that according to the best of his Remembrance he believes he did send for the said Chittiapah and Question him to that Effect and that his Reasons for so doing were that he was informed the said Chittiapah had brought part of the said Gold to the Mint a day or two before the twenty third of November with a Report from the Assay Master which expressed that the said Gold was Eighty six and quarter touch but afterwards desired to have the said Gold and Report Returned and they were returned accordingly This Defendant begs leave to take up the time of this Honble Court with one Circumstance more as a further Proof that he had just cause to be on his Guard in respect to the Complainants Conduct And this Defendant doubts not but this Honble Court will weighing the great importance it is of as well to the Company as to all Individuals who live under their protection to have any Commerce with them that the Standard of Gold and Silver Coins shall be carefully and strictly preserved and that the Reputation which the Mint of Madras had acquired in former times may not fall into Discredit will be of Opinion that this Defendant could not use too much Care and Caution in a matter of such Consequences and which is Repeatedly and earnestly recommended by the Court of Directors This Defendant begs leave to Refer to a Paper annexed to the Complainants Bill and entitled "Mr Edwards Account of Gold delivered to the Mint" by which it appears that on the thirtyeth of October the Complainant

Complaisant dated the twenty Ninth December purporting that he had sent the said Gold to the Mint to be Melted as a Gold smith and Refiner and did not Chuse to Instruct this Defendant nor would he send any Assay of the said Gold untill it had been melted when he would declare whether he meant to have it coined or not. The Complainant said two Original Letters dated Respectively the twenty eighth and twenty ninth of December being hereunto annexed. This Defendant craves leave to refer thereto that they may be taken as part of this his Answer and this Defendant further saith that he did on the twenty Ninth of December communicate the said Letters to the Mint Master in Order to Receive his directions concerning the said Lot of Gold but before the Mint Master had given his final Orders thereon. This Defendant being at his Home about a Mile and an half from the Fort word was brought him that the Complainant had sent for his Gold upon which this Defendant Ordered the said Gold to be immediately delivered back to him. This being the true state of the Case. This Defendant doth deny that he stopped or gave any directions for stopping the said Gold as the Complainant hath falsely alledged or that the said Gold hath ever been in this Defendants Custody or Charge. The said Lot of Gold having been delivered into the Mint in the absence and without the Knowledge of this Defendant and Remained in the Charge of the person to whom the Complainant or his Agent delivered it for any thing This Defendant knows to be Contrary untill the Complainant sent for it back nor when it was delivered and This Defendant denies that any part of the said Gold was Melted or Rubbed or This Defendant ever gave any directions for melting or Rubbing the said Gold to satisfy the Curiosity of this Defendant as the Complainant hath falsely alledged or that the said Gold or any part thereof was Melted or Rubbed for any other purpose or in any other intention or that the said Gold or any part thereof underwent any manner of process in the Mint to this Defendants Knowledge or belief but this Defendant verily believes that the said Gold was preserved in the same state and Condition in which it was Received and so delivered back again without alteration. This Defendant admitts to have Received the Letter from the Complainant under date the twenty third day of November as set forth in his Bill of Complaint. But this Defendant alledges that he cannot Charge his Memory with the particular Exchange of Madras Pagodas at the time alledged in the Complainants Bill but believes it might be as is there set forth. This Defendant admits that the Exchange of this place is fluctuating as to the Difference of the Contract set forth by the Complainant he was obliged to pay the Merchant concerning the Madras Pagodas this Defendant is lately ignorant of the same

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

most

it, was found not to agree with Your Report and the Coinage was therefore stopt untill the Mint Masters Corrections could be taken he sent for You, upon what passed between You, he ordered the Process in the Usual Course the Sawder was brought to You to be Assayed, You have done so, and thereby justified my proceedings for instead of answering Your first Report it turns out only 8 5/12 Touch the Gold Remains in the Mint You may have it Coined or do otherwise with it what You will &c.

I am
Sir
Your most Humble Servant
Wm Edward Edwards Assay Master

Fort St George
28th November 1759

Ten Drachye gold
Assayed 20 Car + 11 3/12 ejj
En Weight mit — — 7 1/2 —
Nagap.m den 10 janu.ry 1760

I. J. See Jeffet

Swan State of a Report of an Assay made at Negapatam
A Pot of Gold
Assayed ..... 20 Carrats 11 3/12 Grains
Weight ..... Marks .. 7 1/2.
Negapatam January the 10th 1760 —

S.d J.s Jeffet

Sworn to be a true Translate from the Original in Dutch as near as can be, this 28 March 1760 by James Taylor before me

Travers Taylor
Mayor

Sir

I send under the Care of Rannalinga Gold Smith a Pott of Gold weighing — Ounces One hundred and Thirty five, fourteen Penny Weights and Eighteen Grains which I desire to have Melted down on Purpose to be Assayed —

I am
Sir
Your Most Humble Servant
Edwd Edwards Assayer

Fort St George
28th December 1759

To Wm Jones Dutch Superintendant

Extracts of Letters from the Court of Directors of the United East India Company Dated Viz.t &c.

24th January 1753

Para ..... 23 ..... Accounts are no likewise sent You of the Assays and remarks on the Weights and fineness of the several Masters of Pagodas and Rupees transmitted to us which were Coined in Your Mint to which we particularly Refer you and earnestly Recommend it to You to have a Constant Attention to this Branch of Business that whatever Pagodas or Rupees are Coined be exactly agreeable to the Standard.

31st January 1755

Para ..... 20 ..... We transmit you our Accountants Remarks on the manner Coinage by which You will find both the Pagodas and Rupees are still short of their proper Standard in the said Account You will likewise find the Tower Assays of the Several parcells of Mexico and Pillar Dollars received from You by the Drlaw=or and Durrington on Comparing whereof with your own Assays You will observe that in General they are somewhat finer than You make them, a thing of importance to keep up the Credit of Your Mint and to prevent all impositions therein You must frequently call upon the Assay Master and Contractors and enquire into their Conduct and proceedings and take the utmost Care that both Your Gold and Silver Coins are kept up with the Greatest exactness to their Respective Standard

19th December 1755

Para ..... 37 ..... You are strictly to attend to the observations made upon Your Coinage by Your Accountant General as if they were mentioned in the body of our Advices You will Receive therewith Seizure by the Mayor Commonalty Commonalty and Suffolk &c.

19th December 1755

Para ..... 38 ..... We shall only add that You must take the Utmost Care to keep the Silver and Gold Coins to their exact Standard both as to fineness and Weight

25th March 1757

Para ... 25 ..... Assays having been made of the Masters of Pagodas and Rupees Received from You by the Ships Hardwicke and East Indiaman an Account is now sent of the same together with our Accountants Remarks thereon, to which You are to give particular Attention, as the least Deviation from the Established Standard for Weight and fineness must not be Admitted &c.

A true Copy

Matt Cauble &c.

melted nor is the Mint Master Authorized to detain Gold sent to the Mint to be Melted or Coined but in order to discover a fraud might order a parcell of the Powder to be taken out of a quantity when Melted that a tryal might be made thereof but this must be done in the presence of this Replyant who ought to be at such Melting. It will however appear that this Replyant does not sue the Defendant as Superintendent but of Madras Merchant as will Appear upon Reference being had to this Replyants Bill of Complaint and had the Defendant Demurred to that part of this Replyants Bill of Complaint wherein this Replyant mentions the Defendant as Superintendent he will find that it was only introduced in this Replyants Bill of Comptaint when Moodu the Mint Surveyor brought word to this Replyants that the Defendant had stopped the Melting of the said Gold this Replyant is therefore of opinion that such Demurrer must have been thrown out. This Replyant has already Asserted and does admit that it was on or about the Twenty third day of November last past about ten of the Clock in the morning that he sent the first Pott of Gold to be Melted at the Mint having waited two Hours at this Replyants Assay Office for Appoo the Mint Conicoply (who was not to be found) before the said Gold was so sent to be melted and at the same time this Replyant sent his Compliments by Moodu the Mint Surveyor to the Defendant Requesting for the above Reasons that the said Gold might be melted as this Replyant had Waited two Hours and not one as Alledged by the Defendant and therefore could wait no longer because this Replyant has already Asserted he was under an Agreement to deliver the sum of one thousand and seventy two Madras Pagodas Ninefanams and seventy five Cash to a Merchant who had agreed for them with this Replyant and which this Replyant was obliged to make good by paying the said Merchant in Star or Current Pagodas One thousand two Hundred and sixteen thirty five fanams and forty Cash which at the Rate of Thirteen and an half ℘ Cent for every Hundred Madras Pagodas is just the sum of One thousand and seventy two Madras Pagodas Ninefanams and seventy five Cash as already set forth in this Replyants Bill of Complaint and in Consequence of such Engagement This Replyant was so pressing for the melting the said Gold in order to have it Coined in proper time according to the Usual Custom of all Mints and not with an intent to Commit a fraud as the Defendant seems to insinuate as it is well Known that the Exchange in this place is Hourly fluctuating which this Replyant conceives must Remove all doubts of this Replyants intention of Acting otherwise than an Honestman although the Defendant has been at great pains to prove the Contrary This Replyant admits that he did also send a Report of the Touch of the different Parcells

of

Replygant can trace back of this late Predecessor Mr Sidney Exact & Consequently the Defendant had no just Cause to Hinder the said Gold Coin & Melted and had the Gold Coin Melted altogether in the manner it was just in the Pott it would have turned out the Touch as set forth in this Replygants Bill of Complaint had not the Defendant Seized, Detained, Released, and Adulterated the said Gold or power Obliged it to be done by some other Person by which this Replygant conceives that that the Defendant is the only person Accountable for the Amount of this Defendants Loss sustained on the said Gold as is set forth in this Replygants Bill of Complaint as by the Unwarrantable proceeding of the Defendant this Replygant was to his great loss and detriment obliged to make Good his Contract with the Merchant to whom he was to have Delivered the aforesaid Madras Pagodas which at the time the said Pott of Gold was said to be Melted were thirteen and half per Cent better than Current Pagodas which this Replygant signified by Letter to the Defendant under Date the eighth of December last Copy of which Letter is hereunto annexed as part of these Proceedings for the inspection of this Honble Court to which said Letter the Defendant did not Reply and as the said Gold was Adulterated as already alledged This Replygant could not under those Circumstances Receive the said Gold in the Condition it then was without being a Considerable sufferer meerly for the Curiosity of the Defendant who was for making discoveries at an improper time by sending for his Experienced Shroffs as also his Instructor the said Appoo Moot Comaply and others to Rub and Melt this Replygants Gold not to mention how Attracted the Black Peoples Tongues are in General and although the Defendant was Assistant to Superintend the Mint about the space of seven Months he had no Sufficient time to Qualify himself on Carrying on that branch of Business as to know who are or are not experienced Shroffs or to acquire any Knowledge in the Art of Assaying or what apparent hereto although the Defendant would endeavour to persuade this Honble Court that by his naked Eye he was able to judge of the Intrinsick value of Gold which this Replygant avers is more than any Refiner Goldsmith or Assay Master will pretend to Assert and in order to Convince this Honble Court how Liable the Judgement of these Experienced Shroffs are to be depended on begs leave to Shew an attested Extract of the Records of this Honble Court as part of these Proceedings by which this Honble Court will be better able to judge whether the Touch Stone and Needles can ever be so exact as an Assay which Deposition was given by this Replygant on Oath and Seperately between the Parties in the Presence of this Honble Court and this Replygant further begs leave to set forth that after the Defendant had found out that on Weighing the said Gold that it

Did

Replyant nor did this Replyant discover it until the said Gold was sent to this Replyant to be Assayed when this Replyant found the Gold on Assay to be only Eighty five and an half as will more fully and at large appear by Copy of the said Assay Paper hereunto annexed and this Replyant further says that it must appear very Extraordinary that after such Report and this Replyants Assay and when Madras Pagodas should be Eighty six and three quarter Touch that the Defendant should permit the said Gold to be melted and made into Powder when he was acquainted by his experienced Assayer that the said Gold was only Eighty five and a quarter Touch as by that means this Replyant had an opportunity to commit a fraud had he been so base as to have done it by Preparing the Eighty Eight six and quarter Touch which is the proper Touch of Madras Pagodas and not Eighty six and three quarters as the Defendant has Asserted and that this Replyant made such a Report he Conceives that the said Gold would without Delay have been Coined and this Replyant further begs leave to observe that finding the said Gold had undergone such irregular Process he looked on it as the Defendants Property and therefore did not desire to have the said Gold Restored to him or to have the same Coined after it had gone through so irregular Process and Detention Yet this Replyant did on the eighth day of December last past apply by Letter to the Defendant for Payment of the first Lott of Gold so obtained which was sent by this Replyant under the Care and Charge of one Tangavelu a Goldsmith of the Mint who went on Company with one Moodie the Mint Surveyor in order to get the same Melted as will appear by Copy of a Letter under Date the 23d November last which was sent by this Replyant to the Defendant the day the Defendant seized the said Gold hereunto annexed for the inspection of this Honble Court This Replyant as already set forth denies that he sent the said Gold to the Mint to be Coined but first to go through all Regular Process of Melting for Coinage in order to have the Assay Masters Report thereon although the Defendant has Asserted that this Replyant has contradicted himself by Asserting in one part of this Replyants Bill of Complaint That the said Gold was only sent to the Mint to be Melted and Coined and in another part of the said Bill of Complaint That this Replyant by the Unwarrantable proceeding of the Defendant and Contrary to the Custom of Mints this Replyant was prevented Coining the said Gold and performing a Contract which this Replyant was obliged to make good &c. Now this Replyant begs leave to observe that it was very certain by the Unwarrantable and Illegal Proceeding of the Defendant that this Replyant was prevented Coining the said Gold that he could not perform his Contract as the

Defendant

Capable now does the Office of the Defendant Authorize him to purge or debase Gold sent to the Mint or cause to be Melted or to make a Legal Mixture of Base Copper or the Defendant was Directed by the Mint Master to do what is unlawfull or Illegal he becomes a Principal and is therefore Accountable for such Act although the Defendant would endeavour to perswade this Honble Court that by his Rubbing the said Gold it could not thereby have sustained any sensible Alteration in the Touch but that if it were possible to Discover and ascertain any Alteration that Alteration must have increased the Touch of the said Mass whice of the three pieces of Gold so Rubbed two were Coarse and one fine and the Waste must have been in the same proportion Now this Replyant begs leave to acquaint this Honble Court that by experience in Rubbing fine Gold the Loss is greater than in Coarse notwithstanding the Touche but the finer the Gold is the faster it Rubbs and according to this Replyants estimation more than three Grains must have been lost on the said Gold under such irregular Proofs and therefore the Defendant as Assistant to Superintend the Mint must be Accountable to this Replyant for the Amount of this Replyants Demand and not the Mint understather Chippenham and Chuttee as the Defendant was the sole Cause of such Detention nor does this Replyant know the Contents of the Contract or Agreement the said Mint Understather is under to the Mint Master so as to be Answerable for all Gold Delivered into the Mint nor does it appear by any thing adduced by the Defendant but if it did this Replyant conceives it is very immaterial to the present Suit as the Defendant is the only Person who was the Cause of such Illegal and Unwarrantable Seizure or Detention which must Affect every Person in this Settlement if such things are Practised where the Exchange is continually fluctuating This Replyant admits that it was on the Twenty eighth day of November last that this Replyant sent the second Sett of Gold to the Mint to be Melted with a Sealed Letter to the Defendant Copy of which is annexed to the Defendants Answer signifying this Replyants having sent the said Sett of Gold to be Melted down on purpose to be Assayed and that the Defendant was at St Thomas's Mount about Nine Miles from Town and that the Defendant wrote this Replyant a Letter a Copy of which he has annexed to his Answer and which this Replyant acknowledges to be true but this Replyants is certain that the Defendant did not write the said Letter in order to prevent any steps that this Replyant might take to his prejudice but it was done Rather to Hinder this Replyant carrying on his Business by preventing this Replyants melting the said Gold in order that if this Replyant thought proper to have it Coined which is frequently practised by Goldsmiths and Refiners To Answer to which said Letter this Replyant wrote the Letter

annexed

some what Inferior to the Standard and which must happen from the
method the Black People have of Melting and Coining in this Country which
will not admitt of Rupees to be exactly equal in Weight and Touch Singly but
in a parcell it will be found one with another to agree in Standard and Weight
all which has been explained to the Court of Directors of the United East India
Company by this Replyant and as it is some Years since it is natural to conclude
by their Silence in that Head that they are sensible that such accidents cannot be
prevented Moreover in order to shew to this Honble Court that the said United Com-
=pany of Merchants of England trading to the East Indies have been satisfied with
this Replyants Capacity as an Assay Master since he has been in India This
Replyant Assayed a parcell of China Gold in Shoes and Bars sent to this Coast
Account the said Honble East India Company from China and to be Assayed
Touch than this Replyant found them to be on Assay this Replyant did
therefore in the presence of Mr Wynch one of the Council at that time and Mr
James Batcheor a Junior Servant in the said United East India Company's
Service cut a piece of each Shoe and Bar which were sent to be Assayed in the
Tower of London which was found to turn out very Near inference to this Reply-
=ants Assay as will appear by a Contract of the said United East India Com-
=pany's Letter hereunto annexed for the inspection of this Honble Court The Court
of Directors do frequently Recommend to be very exact in keeping their Coin
to a proper Standard but the Paragraphs annexed by the Defendant to his
Answer do not Complain of this Replyant as this Replyant is not answer-
=able for the Coinage being Confined only to the Duty of Assay Master conse-
=quently not answerable for things done out of this Replyants presence but
this Replyant will always stand by his Assay of Bullion of what Kind soever
so it bears this Replyants Mark or Seal but when such mark or Seal is
Removed this Replyant will not be answerable for it nor is it this Replyants
that sends Masters of Gold and Silver to England to be Assayed nor does
this Replyant ever see it sent That the Reputation of the Mint was not in
great Credit at any time Before when this Replyant did inspect the Coinage
under the Mint Master as will appear by a Paragraph of a Letter from the
Court of Directors hereunto annexed as part of these proceedings Nor was the
Coinage carried on better by his Predecessor Mr Sidney Yorall than by this Reply-
=ant That this Replyants Integrity is well known in this Colony having had Consi-
=derable Dealings with Europeans and Black Merchants and that the favourable
mention of the Court of Directors does not proceed from a Motive of Resentment to

that

is peartendarly Directed to Committe himself to his business of Assay Master only and
That of the ten Pagodas said to have been Conserved out of the said 16 Lb of Gold upon
Suspension that they were not equal to their proper Touch or Standard five whereof
were put Into a Scrip and the other five were brought to the Defendant by
the said Appoo Ment Concerning the Defendant therefore ought at that time to
have made enquiry touching the same and not have deferrd such enquiry
until on or about the Twenty Thurday of December following when he pretends
he sent part thereof to the Governour of Vizagapatam in order to have an Assay
made thereon However it does not appear that the Defendant took the said Pagodas
out of this Replyants 16 Lb of Gold but that he Relied on what was told him by
the said Appoo But this Circumstance seems to be of a piece with the other
part of the Defendants said Answer being nothing more than bare information
from a Concooply This Replyant however must acquaint this Honble Court
that the said Concooply did during this Replyants Suspension from the said
United East India Companys Service bring to this Replyant at different times
Madras and Current Pagodas coined by Mr John Sykes who conducted that
branch of Business during this Replyants Suspension which this Replyant
Assayed on being Reinstated in the said United East India Companys Service
and found them Considerably short of the proper Standard and this Replyant
verily believes that the said Sett Pagodas were part of the Madras Pagodas coined
by the said Mr John Sykes a Gentleman as little acquainted with the business
of Mints or Coinage as the Defendant and Consequently liable to be imposed on
by the Black People whose Chief Aim is to take all advantages of Europeans
as this Replyant can make appear by a Compliant exhibited by the said
John Sykes to the President and Council of this place setting forth that he had
been informed by the Mint Understarber the aforesaid Chepparmall Chitty that
one Annandey Chitty had been detected in getting Current Pagodas coined of so
low a Touch as seventy four and a half whereas they ought to be Eighty and
the three Persons of the Mint were actually concerned with him in this Affair
This Replyant has however already asserted that he is only accountable as to
the Assay Assuring the same his Seal is on the Powder but not for the Coinage
That this Replyant admits that he bought Gold of Chidburpa Chitty but is
unacquainted whether it was what he carried to the Mint or that he ever
carried any part of the said Gold to the Mint And this Replyant further
saith that the Letter wrote to the Defendant under Date the Twenty third
of November last and which the Defendant acknowledges to have Received

was

Extract of a General Letter from the Court of Directors of the United East India Company Dated 28th January 1753

Para 22 ..... We have Caused Assays to be made of the China Gold You Received by the Warwick, the Accounts of which signed by your Accountant are now sent You, by which You will find it comes out in Fineness justly as well as what Your Assay Master computed thereat &c —

Extract of a General Letter from the Court of Directors of the United East India Company Dated 21st March 1759

Para 59 ..... Although no Agreement was made with Mr Edwards when he was appointed Our Assay Master for teaching his Art to any other Person yet it was Certainly understood by the Court at that time, that he would have no objection thereto, which occasioned the directions in the General Letter of the 29th March 1749 Its a matter of Concern therefore to see the Altercation which has happened between You and Mr Edwards on the occasion, but We hope before this comes to hand it is entirely Subsided. It is not meant that his teaching the Art of Assaying to one of our Covenant Servants should in any Respect be a prejudice to him, the only intention being to prevent the great Disappointment which would certainly be the Consequence in case of his Decease, As we have a great Regard for Mr Edwards and would not have him uneasy in his Situation he is to have the Choice (if not already done) of the Persons to be instructed as We would not have any person forced in that Station, who is not quite agreeable to him and at the same time that it should be such an one as our Governour and Council have no Reasonable Objection to —

Extract of a General Letter from the Court of Directors of the United East India Company Dated 23d March 1759

Para 20 ..... Upon the Receit of Your Consultations (which was not until our last Letter was signed) We find by your Suspending Mr Edward Edwards was wrong as you alledge to his not instructing Mr Dalrymple in the Art of Assaying, We cannot conceive why You should be so earnest in insisting upon Dalrymple's being the Person to instructed, he of all others the most Capable. Nothing particular of that Kind is said of him and We have great Reason to

Mint Master

Chippenaud	927 " 8 " 12	Mass P.	8391 " 18 " —
Gunnergy	361 " 18 " 6		3271 " 18 " —
Seneca Da Rannah	191 " 12 " 12		1761 " " " —
Oz.	1483 " 19 " 6	Mass P.	13427 Ch. Cur. 67 " 1 " 10

Assd. Buyers

Mr. Edwards	358 " 1	Mass P.	918 a 12 P Cent. 82 " 1 " 12 o —

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

P. S. Milne
Reg.

To Mr. Josias Du Pré.
Superintendant

Sir

To avoid Altercations which is a thing I do not Chuse, I wrote you in my last of the 1st Ultimo Requiring a more explicit Answer to my former Letters which you have not thought proper to favour me with. Therefore desire it once more for the last time. I have wrote You in as friendly a manner as I saw you do not Chuse to understand me I will do it once more. It is thus, on Reference to my Letters you will find that the intention of my sending the Gold to the Gold Mint to be melted down, and You thought proper to seize, was the Constant Custom and usual Process as the Mint Comicopaly &c. &c. her People can well inform You, Such is this usual Process and Custom to be Gone through which certainly must if a Merchant Gold is liable to be Seized for want of weight as you alledge mine was when sent to the Mint to be melted

I can only communicate to you that it will be of Most Prodjuce to the Honble Company's Mint which I can ascertain and am sorry to find after serving the Honble Company for Ten Years as their Assay Master and carried on the whole business of the Mint for the different Mint Masters for that time, and met with the Honble Company's approbation, Now to be deemed a Rogue a Character I am undeserving of must be Cleared

I send by my Servant an Account of the Weight Touch

Dwts

Extract of the Minutes of a Consultation Fort St George the 3d day of October 1759.

I desire for my Security that Mr Du Vé may be appointed my Assistant to Superintend the Mint, and that Mr Edwards be Confined to the Duty of Assay Master.

Agreeable to the President's desire Mr Josias Du Vé is now appointed his Assistant in the Management of the Mint, and other Branches under his particular direction.

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

H. I. M. Stone Sec.

Read and Filed the 20th May 1760

The Rejoinder of Josias Du Vé of Madras Merchant Defendant to the Replication of Edward Edwards of the same place Assay Master.

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 uncertainties and insufficiencies in the said Replication contained for Rejoinder thereunto saith that the Answer of this Defendant is certain true and sufficient in the Law to be Replyed unto and this Defendant further saith that notwithstanding any thing alledged by the Replyant in his said Reply this Defendant doth persist that he is not a proper person in the Conduct and management of the Mint to which is referred by the Minutes of Consultations annexed by the Replyant to his said Reply for it thereby appears that the Mint Master did desire that this Defendant might be appointed his Assistant to Superintend the Mint which is in no other words to Assist him to Superintend and the Council understood it so and appointed this Defendant his Assistant in the Management of the Mint and other Branches under his particular direction by all which it is clear that this Defendant is only an Assistant and not a Principal This Defendant does admit that he has Received Letters from the Replyant addressed to him as Superintendant but he at first imagined the Replyant had given them that Title out of Diversion as while the Replyant has all along in several of his Letters to this Defendant did whatsoever may

have

pray proue. This Defendant unwilling to take up the time of this Honble Court needlessly begs leave to decline making any further Answer to the Replyants Repeated assertions that his Gold would have turned out Eighty six and a quarter Touche had it been examined by melted, and that his said Gold has been adulterated, it undoubtedly must rest by Conveans him that it should be so believed but this Defendant humbly Conceives that his bare assertion will Conuail but little and the Judgement of this Honble Court will be founded on the proofs to be produced on both parts to which proofs so then produced this Defendant begs leave to Refer and this Defendant does insist that it is not and has not been the General Rule and Custome of the Mint to Receive Gold into the Mint to be Coined by taking the Gross Weight of Various parcells of Different touches together but that it is and always has been as far as this Defendant can trace the General Rule and Custome of the Mint to Weigh each parcell of a Different Touche seperately and distinctly because it is upon the Knowledge only of the particular Weight of each parcell of a particular Touche that the Quantity can be ascertained of Allay to be added to the whole Mass to Reduce it to it proper Standard if too fine or of the Quantity of finer Gold to be added to Raise it to its proper Standard if too Coarse but this Defendant has been informed and does believe that it has been the practice of the Replyant to make an exception to this General Rule and Custom with Respect to his own Gold, which as this Defendant is informed it was his Custom to send to the Mint in the like manner as the parcell now in question that is to say various parcells of various touches with Allay mixed together privately in his own House which might be the Replyants Motives for thus Deviating from the General Rule in the Coinage of his own Gold and for doing that privately in his own House which ought to be done publickly in the Mint May be easier than proved but this Defendant humbly Conceives that this pretended practice and exception used on Respect to the Replyants own Gold in Consequence of the influence he had in the Mint cannot Constitute the Custom and Rule of the Mint but that the practice with Respect to all and Different persons Constitutes the Custom and Rule of the Mint and it was in order to put the Replyant upon the same footing with all other Persons who had Gold coined in the Mint and that no partiality might be sent to him or any Man in preference to another that the Defendant did insist that the Replyants Gold should be Received in the same manner as all other Persons whether the Replyant did or did not give any direction to Sanganiah not to Suffer the Mint Concerning to take the Weight of each parcell distinctly this Defendant Knows not but he Cannot avoid Remarking that here again the Replyant hath Shewn his Admirable Talent at Drawing Conclusions because (says he) the said Sanganiah would not permit the said

Appro

any real cause to value himself upon the Honesty of the Report he made of the Powder of the said Gold after it had been melted in a Secret Lodged in his own breast but the presumption is strong that if the Replyant thought at all he must have concluded that after the falsity of this first Report had been so plainly detected had he Reported the Powder Eighty six and a quarter touch as he says he might have done some of the Powder or some of the Pagodas shad the Gold been Coined would have been Reserved to be assayed at Nagapatam and in England and it therefore appeared a Safer way to Report the Real touch and to pretend that the Gold had been Adulterated strange as it may appear to the Replyant that the Mint Master and not this Defendant as the Replyant asserts should have permitted the said Gold to be Melted after the Report of the Assayers this Defendant humbly conceives that it will not appear so to this Honble Court upon the Reasons given in this Defendant answer to which he humbly Conceives begs leave to Refer by the Explanation which the Replyant has attempted of the Contradictory Passages in his Bill Viz^t in one place asserting that he sent Gold to the Mint to be Melted not Coined and in another, that he was prevented Coining his Gold he seems to this Defendant to have endeavoured designedly to perplex the Case in order (if it was possible) to mislead this Honble Court in their Judgment of this Matter by speaking of Melting and Coining as of two Seperate and distinct operation having no Respect to each other to prevent which this Defendant begs leave to explain to this Honble Court what is meant by Receiving Gold into the Mint to be Coined and what is the Method constantly observed Viz^t, the Person having one or more parcells of Gold which he would have coined Carries them first to the Assay Master, who having assayed each parcel for which brings his Gold Sealed up with the Assay Masters Seal together with the Assay Masters Report to the Mint where the Gold is Received and upon that Report if the Gold be not exactly of the proper touch a Calculation is made of the proper quantity of Allay or finer Gold to be added to bring it to the proper touch which being added accordingly the whole is then melted together and Rubbed to Powder a small quantity of which is carried to the Assay Master who makes another assay and Report thereof and if upon that assay and Report the Gold appears to be of the proper Touch it is coined, if not, it is allayed and till it be of the proper Touch, so that altho the Gold be not immediately coined upon that first Melting it is yet one Necessary operation of the Coinage and no Gold is ever so Melted in the Mint but in order to be Coined nor is ever any Gold Received into the Mint without the Assay Masters Report of the Touch

from

Complainant compells this Defendant to speak to his General Conduct Capacity and Integrity togeather the Tower Assays and produce Extracts of Letters from the Court of Directors as evasively herein so in his Reply he affords matter to enlarge on the Subject by insinuating that the Defendant has pitched upon a Report of those musters which happened to prove somewhat inferiour to Standard as if the Defendant had Referred to only one Report and had studiously picked that from the Rest but this Defendant hath quoted his Examples from six Reports of six successive Years and had no other Reason for taking that period in preference to any other than that this Defendant is more Conversant with the transactions of that period having been Subsecretary and Secretary at this Settlement at the time of the Period of all those Reports this Defendant does admit that the Replyant hath informed the Court of Directors that the method the Natives People use in melting and Coining in this Country will not admit of Exactness in the Touch of Rupees and it is not Strange that the Court of Directors should have taken no other Notice thereof than by Repeatedly enjoyning their President and Council to be Carefull that the Coins be kept to their proper Standard and to attend to the Conduct of the Assay Master and others Employed in the Mint, distant as they are from hence and informed what that method is which prevents exactness it is possible they should be able to prove the Contrary but it does not therefore follow that the information which the Replyant hath so given them on that Subject is true and this Defendant believes the Replyant will find it a difficult matter to give any Satisfactory proofs of its truth but further the Replyant to invalidate the proof produced by the Tower Assays of bad Rupees asserts that all tho the Rupees assayed seperately are found not equal to their proper touch yet assayed in a parcell they will be found to agree with their Standard by which the Replyant shews himself equally expert in Arithmetick as in drawing conclusions for if all the Rupees assayed in the Tower in six successive years proved as they did inferior to their standard the melting and assaying there in one parcell or Mass could not mend the matter, if every part be inferior to the touch then whole must be inferior likewise In Respect to the Pagodas sent to Negapatam to be Assayed and found to be bad the Replyant also approves of the means employed by this Defendant and instructs him in what his duty Required of him on that occasion, This Defendant has only offered that Circumstance to this Honble Court as a Corroborate proof of the Replyants capacity or Integrity, what weight it ought to have upon the proofs hereafter to be produced is humble Submitted to the Judgment of this Honble Court, all which matters and things this Defendant is Ready to aver maintain and prove as this Honble

Court

is more, but incase it is so much more then is due under an Obligation to do it, for) believe one Thousand pagodas but what is just 80 Fanoes and Rupees 15 ½ better than Standard and, It is from these things proceeds the Difficiency of our Rupees and Pagodas tho' Really it is but a small one, and I am very certain that the one with another they are just so. —

Fort St George
2d July 1752 —

I am
Honble Sir & Sirs
Your Most Obedient
Humble Servant
Edward Edwards Ass.y Master

Fort St George the 20th October 1760 Examined and Compared with the Letter entered in the Book of Consultations Kept by the Presidency and Council and attested to be a true Copy J. L. Mostyn
Ass.t Sec.y
1760

To the Honble Thomas Saunders Esq.r
President & Governour &c.a Council of
Fort St George

Honble Sir & Sirs

I am sorry to hear there is such a Defficiency in the Star Rupees I strove very hard to find out the Error, and believe I have accomplished it, tho' am very Certain the fault lies a little in the manner the Natives of this Place melt their Silver and Really I found it by Experience I have made Assays of several Mexico and Pillar Dollars and find a Considerable Difference in the former from what we Receive them into the Mint as you will perceive from the inclosed Paper which is Reports of both from 1744/5 to 1752 the Difference in the Mexico Dollars is much about equal to the Defficiency in the Rupees, therefore am certain from that chiefly proceeds the Cause, as to the pillar, one with another I find them turn out much the same as we Receive them into the Mint. —

Accompanying

by Assell with the proper quantity of Allay for Reducing it to Current Pagodas Mankind
Thus being done and the several Masters drawn Assademy a Assays for determining
whether to give orders for the Coinage or not, and found them all turn out right except
Annandyas which proved eighty and three Quarters Touch wherein I was a good deal
at this and much at a loss how to accompt for it, although I was sensible there must
be some Frauds in the Case, I sent for Cheppermall Suttee to question him concerning
the request he had made yesterday for melting down Annandyas Cake but left
when he produced to me some Pagodas that had been brought them by a Merchant
of the Bazar who had Received them from Annandya for whom they had been
coined in our Mint about six weeks before I was a Complaint of their being of so much inferior
Touch to Current Pagodas Mankind and intimating at the same time Suspicions that Annandya
had Committed some fraud which Cheppermall very sufficiently confirmed by acquainting
me that the two Masters I had assayed of this the day before which turned out only 75 ¾
were from some of the same Pagodas that he had Melted down for that purpose &c.

The Masters of Gold drawn from Annandya & Sot intended
for Current Pagodas having as I have before Remarked turned out by Assay 80 ¾
Touch which was 2 ¼ more than I thought, I was inclined to suspect the Refiner of
some Villainy who being the Person whose business it was to put the Assays into
the Fire place might probably by throwing the Paper in which Annandyas
Master was as each Merchants name is wrote in Malabar on the Paper containing
his Master I have exchanged it or all Sex'd, by adding a small Quantity more
of Gold to it and therefore I gave the Mint Surveyor orders to bring me other
Masters of every Merchants Sett of Powder from the Mint and to get some Pagodas
stamped from there by way of Sample for ascertaining to avoid giving any Suspicion
on that I had made a Mistake in Assaying those he had before brought
me. These Directions being complied with I separately melted down three of
the Pagodas which had been stamped from Annandyas Sot and took a
Master of the Price, that I might be more sure of the exactness of the Assay
I was about to make; and having weighed off and prepared the several Masters for the
Furnace I changed them into Papers with private marks of mine own and delivered
them to the Refiner remaining by myself till I saw them all put in the Pots
of Refining being over the Assays were brought me for Borweighing, when I found
the two from Annandyas Sot exactly to correspond and to turn out no more than
75 ¼ Touch instead of 80 ¾ Nefeniness it appeared to be before &c.

I have Remained only now to find out Annandy
of the People belonging to the Mint had been concerned in this Villainy, before long

when sent to the Mint to be Coined if Sea in what manner do they Try it and who's business
is it to make such Tryal Declare?

To Moodie — 5th Do You Know or do You not Know if the Complainant ever sent any Pots of Gold to
the Mint some time ago if Sea at when what were their weights, were they weighed at
the Mint when delivered in if Sea in what manner were they weighed and how many
Pots were they were or were not the said Pots coined immediately on melting or were
there Musters taken and after melting if Sea for what Reason were such Musters
taken to whom were such Musters sent Were they or were they not coined after
such Musters were sent the whole you know of this matter particularly Declare?

To Moodie — 6th Do you Know or do you not Know if the Complainant ever made any
Contract to deliver any thing if Sea what to what Person or Persons and on
how many days were they to be delivered — Did the Complainant or did he
not perform his Contract with such Person or Persons in the manner agreed on
or in what manner did he settle such Contract with such Person or Persons
and when did this happen Declare? Do You Know or do You not Know if the
Complainant ever waited in his Office to Assay any Gold if Sea when to whose or
what Gold and how long did he wait and what was the Cause of his waiting
so long Declare?

To Chilliapah Vencatachellum — 7th Did the Complainant or did he not Contract with You or either of You
for delivery of any thing if Sea what in how many days were they to be
delivered Did the Complainant or did he not perform his Contract with
You or either of You according to the Agreement or in what manner did he
settle such Contract with You or either of You and when did this happen Declare?

Jogesporan — 8th Did the Complainant or did he not ever purchase any thing of You some
time ago if Sea what when, what was the Weight thereof and your or any
an Assay made thereof before you sold it to the Complainant if Sea who ever was
such Assay made — Did the Complainant or did he not Assay the same
before he bought it of You, if Sea was there or was there not any and what
difference between the former and the Complainants Assay — Did You order
you not ever mention to any and what Person or Persons what was such difference
Declare?

Thorapah — 9th Do You Know or do You not Know if the Complainant ever sent a Pot
of Gold to the Mint sometime ago if Sea when was or was not the said Pot of
Gold melted immediately on being sent to the Mint or who Hindered the
melting thereof — Do You Know or do You not Know if the said Pot of Gold
was ever melted afterwards if Sea how often by whom and by who's se-

direction

weighed at his own House by himself in the presence of Ramalinga and the Goldsmith that it has been Customary to weigh it in that manner to his Knowledge Where ever Gauze that Broker they have taken the weight of the Gold it is sent to the Gold Mint and melted into Powder that the Merchants Gold is always weighed at the Gold Mint and further saith not to this Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that to his Knowledge the Complainant did send some Pots of Gold to the Mint about twelve Months ago that they were weighed when Delivered that the Gold was put into the Scales and Weighed that one part was not Coined immediately on melting that Musters were taken out after melting for an Assay which were delivered to the Complainant and it was then Coined and more saith not to this Interrogatory

6th ..... To the sixth Interrogatory this Deponent saith that to his Knowledge the Complainant did Contract to deliver Madras Pagodas to Chittapah in three days that he did perform his Contract by paying him in Current Pagodas allowing him the Batta upon the Madras Pagodas that it is about twelve Months past and saith that he does not know of the Complainants waiting in his Office to assay any Gold and more saith not to any particular Question enquired of in this or the last Interrogatory

Mad^d Castle &c^a

Mordon

Mayors Court &c
Madras pagodas

Between Edward Edwards Complainant
And Isaias Du Pre Defendant

DEPOSITIONS of Witnesses on this Cause taken on by and before the Examiner in this Court as Follows

Ramalinga of Madras Goldsmith aged 30 Years or thereabouts being produced was as a Witness in this Cause on the part of the Complainant was on the 15th day of October 1760 Sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Comaraya who left a Note of the Name Title and place of Abode of the said Ramalinga 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 10 Years and the Defendant 1 Year or thereabouts

2 ..... To the Second Interrogatory this Deponent saith that he is acquainted with the Method of Coining Gold in the Mint at this Place, that it is Customary for Merchants to carry their Gold to the Assay Master who sends a Muster of it to the

Custom of Coining Gold in the Mint at this place that the Merchants carry their Gold to the Assay Master who sends a Master to the Mint, that the Merchant Ramalinga and Mint Conicoply make their Calculations and give the Gold to the Gold smiths to melt, when it is made into Ingot and a Master is sent to the Assaymaster and the Remainder sealed up in a Pot. If the Assay Master finds it of a proper touch he orders it to be Coined then the Pagodas are carried to the Assay Master who weighs them and delivers them to the Merchant that to this Deponents Knowledge has been the Constant practice of the Mint for these thirty Years and is never deviated from except when the Assaymaster has any Gold of his own and then he sends for Ramalinga and the Mint Conicoply and weighs it at his own House and makes his own Calculations and more saith not to this Interrogatory

To the third Interrogatory this Deponent saith that the Assay masters Gold is weighed at his own House and that it has been the Custom to weigh it to this Deponents Knowledge these twenty Years and saith that the Merchants Gold is weighed at the Mint and more saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent saith that he is unacquainted with the Custom of Rubbing Gold in this Country nor does he know which Rubs lastest Some or Coine or whether there is any loss in Rubbing and further saith that it is not Customary to make trial of any Persons Gold when sent to be Coined and more saith not to this Interrogatory

11th To the Eleventh and last Interrogatory this Deponent saith not to any partticular Question enquired off in this Interrogatory

Mark Claxton

Venkatarelle

Mayors Court at Madraspatnam

Between Edward Edwards Complainant
And Isaias Du Pré Defendant

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

Chocapa R of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th day of October 1762 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Comacopa who left a Note of the Name Title and place of abode of the said Chocapah and afterwards on the same day being sworn and Examined deposeth as Follows

to do, but if he received to have it Melted on his own Account the Mint Master had nothing to do with it and therefore he the Defendant had no Business to give any directions about it, upon which the Complainant sent for the Gold again and Reduced it into Powder at his House and the Next day or day after the Complainant sent the said Powder with the Assay Paper and a Note to the Defendant desiring he would order it to be Coined into Madras Pagodas, upon which the Defendant asked him this Deponent if it was usual for Merchants to Melt Gold into Powder at their Houses and then send it to the Mint to be Coined to which this Deponent Replied that it was not the Defendants ordered the Man who brought the Gold to wait till the Governour came in about an Hour after and the Defendant went to him that some time after the Governour sent for the Complainant and that when the Complainant returned from the Governour he sent for the Powder again and melted it down at his own House into a Bar, which he sent with the Assay Paper to the Defendant to Coin into Madras Pagodas which was accordingly done and more saith not to this Interrogatory

Mark Castle Exr

Sworn pr Oath

Mayors Court at Madraspatnam

Between Edward Edwards Complainant
And Josias Du Pre Defendant

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

Mr Caleb Goldsmith Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15 day of October 1760 Sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Comaraya who left a Note of the Name Title and place of Abode of the said Master 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 18 Years and the Defendant 7 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith that he is Acquainted with the Custom of Coining Gold in the Mint at this Place and saith that the Merchants first give a Master of the Gold to the Assay Master who sends the Gold with the Merchant to the Mint after he has made an Assay of it, that then Pannalonga the Merchant and Mint Comptroller make their Calculations and make the Gold of Three Pagodas

Fourth

How to weigh it Howe and saith that the Merchants Gold is always weighed on the Gold Mint and more saith not to this or the last Interrogatory &c

Mad[s] Clarke &c[a]

Peru

Mayors Court at Madraspatnam

Between Edward Edwards (Complaint[t])
And Josias Du Pré Defendant

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as Follows &c

Sogesprum of Madras Merchant aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 3[d] day of November 1760 Sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Comacupa who left at Note of the Name Title and place of abode of the said Sogesprum and afterwards on the same day being sworn and examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant and the Defendant 1 Year or thereabouts

8th ..... To the Eighth Interrogatory this Deponent saith that the Complainant did some time ago purchase some Gold of him this Deponent, that he cannot ascertain the time or the Weight of the said Gold and saith that he this Deponent has an assay made thereof before he sold it to the Complainant that the assay was made at the Mint and further saith that the Complainant did assay the same before he bought it of him this Deponent and saith that there was no difference between the former and the Complainants Assay and further this Deponent saith not

11 ..... To the Eleventh and last Interrogatory this Deponent saith not to any particular Question enquired off in this Interrogatory &c

Mad[s] Clarke &c[a]

Sogesprum

Mayors Court at Madraspatnam

Between Edward Edwards Complainant
And Josias Du Pré Defendant

Depositions of Witnesses in this Cause taken by and before the Examiner in this Court as Follows &c

Cheppen mall Chitty of Madras Merchant Aged 26 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th day of October 1760 Sworn at the Office of Mr Archdale Palmer Attorney

Examiner on this Court as follows

Oppoo of Madras Coopooply Aged 35 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 9th day of October 1760 shown at the Office of Mr Archdale Palmer Attorney for the Defendant by Commission who left a Note of the Name Title and place of Abode of the said Oppoo and afterwards on the same day being sworn and Examined deposeth as Follows viz

1st ..... To the first Interrogatory this Deponent saith that he hath known the Complainant 10 Years and the Defendant 7 Years or thereabouts

2d ..... To the third Interrogatory this Deponent saith that he does not know the time that the Defendant was appointed to the management of the Mint, that the Defendant did give some particular Directions relating to the Complainant in case he should send any Gold to the Mint, that the directions were that he the Defendant might have an Account of the Touch and weight in the same manner as he had from other Merchants who sent Gold to the Mint and more saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that it is not customary to make Tryal of Gold when sent to the Mint and further saith not to any particular Question enquired off in this or the last Interrogatory

Mat Clarke Esq

Oppoo

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 Edward Edwards of Madras Esqr Master is Complainant and Isaac Dupre of the same place Merchant Defendant

Witnesses

1st ..... Imprimis ..... Do You Know the parties Complainant and Defendant in this Cause or either of them, If Yea how long have You so Known them or either and which of them do Declare?

2d ..... Of what Trade or Profession are You, are You or are You not any ways employed on the Companys Mint in this place, If Yea what is Your Employ there and how long have You been so employed do You Know Remember or are acquainted of any Lot or Lotts of Gold belonging to the Complainant being brought to the Mint on the 23d day of November last, If Yea who brought the same and how many lotts were so Brought and on whose Charge were such lotts of Lotts of Gold Delivered in to Dist or did not any Conversation pass Between You and the Complainant Relating to the Quality of the said Gold at the time the said Gold was brought to the Mint if Yea what was the whole of such

Conversation

sent to the Mint by the Complainant on the 30th day of October last. If Soe how many Potts of Gold were so sent and what was the Weight of such Gold Weare was not such Gold Coined. If Soe into what species of Coin was such Gold Coined into and were or were not any part or Parcell of such Coin delivered to one Oppoo the Mint Concoyley. If Soe to whom were delivered and by whom &c.

To Oppo..... 4th ..... Of what Trade or Profession are You or are You not Employed in the Compa-nys Mint here. If Soe what is your employ there and how long have you been so employed. Do You Know or do You not Know of any Pott or Potts of Gold being sent to the Mint by the Complainant on the 23d day of November last. If Soe how many Potts of Gold did not the Defendant order You to go and take the Weight of such Gold and give at that time to You any other directions or Instructions concerning the said Gold. If Soe what was the tenor of such Direction on taking the Weight of Gold when several Parcells are sent to be Coined was or was not such Custom any method Refused You upon going to take the Weight of the aforesaid Pott or Potts of Gold. If Soe who Refused You and made Objection thereto. Did you or did you not make the Defendant acquainted with such Objections. If Soe what were the Defendants Instructions or Orders to You upon Your acquainting him therewith and in what manner did You take the weight of the said Gold upon your Return to the Mint did or did not the defendant upon his first sending You to the mint deliver You any Paper or Account of such Gold. If Soe what was such Paper or what did it contain and did you find the weight taken by You conformable in all Respects to the said Paper or did You find any difference. If Soe what and whose was such Difference and was such difference Reported by You to the Defendant. Did or did not the Defendant upon being informed thereof order You to call some of the Mint Goldsmiths to Him. If Soe for what purpose and who by name and what Conversation passed both on the part of the said Goldsmiths and Defendant Relating to the said Gold. Did or did not the Defendant afterwards desire you to carry some Orders to the Mint Undertaker or any Person acting for him, and what order relating to the said Gold. If Soe what were such Orders or Directions. Did you or did you not signify the same to the Mint Undertaker or such person acting for him. If Soe what Answer did such Person make to You &c.

5th ..... Did or did not the Defendant ever mention to you any orders he had Received from George Pigot Esquire the Mint Master Relating to the above mentioned Gold of Complainants. If Soe how long was it after he had ordered You to Carry his Instructions to the Mint Undertaker that he mentioned those orders to you and were the Substance of the Orders the Defendant told You he had Received from the said George Pigot Esquire did or did not the Defendant at that time order You to procure some Experienced Assayer. If Soe for what purpose did he

Gold of different Touches and Qualitys is brought to the Mint by any Indifferent Persons to be Coined or melted to be Coined what is the known and invariable Usage and Customs of the Mint in Procuring such Gold is it by the Weight of the several Parcells together or by Weighing each Parcell of a particular touch seperately and what are the Reasons for weighing it according to the Custom of the Mint &c——

8th ..... Do You Know or are you acquainted with any Lott or Potts of Gold sent by the Complainant and to the Mint on the 30th day of October last, If Yea how many Potts and what was the Weight of such Pott or Potts of Gold was or was not such Gold Coined If Yea into what particular Species of Pagodas and in Consequence of what assay was the same Coined were you or were you not ever possessed of any of the Pagodas such Gold was coined into, If Yea how many had you and by what means did You procure them had you or had any and which of the Gold of such Pagodas If Yea what was the Occasion of such Suspecion did you or did you not melt any of such Pagodas If Yea how many and to whom did you deliver the Lumps after they were so melted and the Remaining Pagodas? was such Lumps of the same Quality as when the same was in Pagodas and for what Purpose did you delivered such Lumps and Pagodas to such Person the whole declare with Your Reasons at Large &c——

To Cheppermall Chittee

9th ..... What is your Trade or Occupation are you or are You not employed in the Companys Mint here If Yea what is your Employment there Do you Know any thing of any Pott or Potts of Gold sent by the Complainant to the Defendant on 25th of November last If Yea how many Potts of Gold was so sent Do you Know or are you acquainted with one Narrainga in the Mint If Yea what Employment has he there and what Character does he bear do you Know or do You not Know to whose charge the said Gold was delivered upon its coming into the Mint If Yea to whom by name! was or was not any directions sent to the Mint at the time the said Gold was brought there If Yea by whom were such directions given and to whom or where they delivered at the Mint and what was the substance of such directions and what was done with the said Gold in Consequence of such directions did you any time afterwards and how long afterward Receive any order from the defendant concerning the melting the said Gold If Yea by whom were such orders conveyed to You and what did you do in Consequence thereof the Whole declare as you Know and do believe with Your Reasons at large &c——

To Chepparmall Chittee and Chapath Chittee

10th ..... How long have you been Conversant in the Business of the Mint either in your present Employ or in any other manner when Gold is sent to the Mint by Merchant Shroff or any other Indifferent Persons to be melted down what is the fixed and invariable purpose and intention of such Gold to be melted

aforesaid belonging to the Complainants If yea in what manner was it melted and Rolled into Powder and was such manner the usual and Customary manner practised in the Mint or different from it was or was not a Master or samples taken of such Gold and Carryed to the Complainant If Yea by whom was it taken and carryed and to what purpose to the Complainant did or did not any alteration happen to the said Master or samples from the time it was taken from the whole parcell of Gold to the time it was delivered the Complainant did or did not the Complainant give You any Report of the Assay thereof If Yea what was such Report was or was not the Remainder of the parcell of Gold sealed up after the Sample were so taken If Yea who sealed the same and with what seal was the said Gold sealed and in whose Charge was the said Gold delivered after it was so sealed was or was not the seal of the said Gold allowed broke If Yea by whom for what Reasons and by whose direction was the same broke declare all you know and do believe with your Reasons at large

To George Sigot Esq.

17..... Have you or have you not any employ in the Mint If Yea what is the Name of such employ Do You know or Remember of any Report made to you as Mint Master by the Defendant on or about the 23d day of November last of a Pott or Potts of Gold belonging to the Complainant being sent to the Mint to be Coined If Yea what was the substance of such Report did you or did you not immediately or some time after give any orders to the Defendant concerning any tryal to be made of the said Gold If yea what was the Substance of such orders did or did not the Defendant sometime afterwards and how long make any second Report to you as Mint Master of any tryal that had been made of the Quality of the said Gold If Yea what was the substance of such second Report and did you or did you not then or any and what time afterwards give the Defendant any further order in Consequence of such Report If Yea what was the Substance of such further Orders the whole Declare

18..... Under whose direction and orders is the Defendant in his Employ in the Mint to whom is the Defendant to apply or to whom of it is Duty to Report any Transactions that has the appearance of Irregularity or contrary to the known Customs of the Mint was or was not any Report made to You on or about the 23d November last or any other time of the Defendant stopping the Operations upon any Pott or Potts of Gold that were sent to the Mint If Yea to whom and to whose was such Gold and how many Potts were they did or did not such Report Meet with your approbation or did or did not the Defendant discharge the Duty of his Office by making such Report to You the Whole Declare as you know and do believe with Your Reasons at Large

Mayors Court at Madraspatnam

Between Edward Edwards Complainant
And Louis Du Pre Defendant

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

Ramalinga of Madras Goldsmith aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17 day of October 1760 sworn at the Office of Mr. John Palmer Attorney for the Complainant by Conacapa who left a note of the Name Title and place of abode of the said Ramalinga and afterwards on the same day being sworn and examined deposeth as follows

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

2d ..... To the second Interrogatory this Deponent saith that he is a Servant to Cheppernatt Chitty that he is employed in the Companys Mint in this place, that his employ is to bring the Gold brought into the Mint of the Proper Pagoda Standard that he has been employed in that manner Ten Years that he Remembers a Pot of Gold was brought to the Mint about the 23d day of November last belonging to the Complainant that the said Pot of Gold was carried to the Mint by him this Deponent, Tangavah Moodoo and the Complainant to Town, that it was delivered to the Defendant, that no Conversation passed between him this Deponent and the Complainant relating to the Quality of the said Gold the time it was sent to the Mint that he this Deponent Knows that there was a parcel amongst the said Gold of 36 ½ Touch Reported so to be by the Complainant that he does not know if the said parcel appeared all of an equal Fineness that there was Musters cut off the said Gold at the time aforesaid that there was three that each weighed half a penny weight and were cut off by the Goldsmith to try the Touch of the Gold that the said Musters were hammered into Touch Needles by the Goldsmith who cut them off that the Musters were put upon an Anvil and beat into Touch Needles that the Defendant, Ayroo, Chellumbrum, Tangavah and he this Deponent were present at the operation that Touch Needles were delivered in to the Charge of Tangavah after they were so formed, that the Needles sustained a loss by such hammering and touching of about three Grains, that the Pot of Gold belonging to the Complainant as aforesaid was melted to be made into Powder that it was in the Charge of the Goldsmiths from the time the said Gold was brought to the Mint to the time it was melted to be made into Powder and saith that the said Gold was under severe Locks that the Defendant kept one the Goldsmiths one and he this Deponent

five

4th ..... To the fourth Interrogatory this Deponent saith that he is a Conveyply and employed on the Companys Mint Heras a Conveyply and has been employed in that station for twenty Years and saith that to his Knowledge the Complainant sent a Lot of Gold to the Mint on the 23d day of November last that the Defendant ordered him this Deponent to take the weight of the said Gold and gave him the Complainants Report of the said Gold and ordered him to see if it agreed with it, that it is customary when several parcells of Gold are sent to the Mint to be Coined to take the Weight of each parcel seperately but that such custom was Refused him this Deponent when he was about to take the weight of the said Gold that Ramalinga the Surveyor by Name Moodo objected thereto, that he this Deponent made the Defendant acquainted therewith who ordered him to go and see if it agreed with the Report, that upon his return to the Mint he weighed each parcel of the said Gold seperately, that the Defendant upon his sending him this Deponent the first time to the Mint gave him an Account of the Gold and that he this Deponent found a Difference when he weighed it of four Ounces Eleven Penny Weights in the Touch of the Gold which was coarse, that he Reported the same to the Defendant who Ordered him this Deponent to call Ramalinga and some of the Mint Goldsmiths to him that he the Defendant might look at the Gold, that the Defendant asked the said Ramalinga what he thought of the Gold who Replied that it was Coarse and that there was some Negapatam Pagodas mixed with it, the Defendant then asked him what Touch it was of, he Replied he could not tell, upon which the Defendant ordered him to lock up the said Gold and bring him the Key which he accordingly did, that the Defendant desired him this Deponent to carry some Orders to the Mint Undertaker relating to the said Gold that the Orders were for him to take care of it and not melt it till the Mint Master had been acquainted therewith and his Orders Received relating thereto that he this Deponent examined the said to the Mint Undertaker who Replied that there was Ramalinga and Tangarah Goldsmiths who should take care of it. And more saith not to this Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith that the Defendant did Mention to him this Deponent some Orders he had Received from George Sigel Esqr the Mint Master relating to the abovementioned Gold of the Complainants that it was the day after he had carried the Orders to the Mint undertaker that the Defendant mentioned the Orders he had received to him this Deponent that the Substance of the Orders from the Mint Master to the Defendant were that he would examine the Gold very well and send for some Shroffs to try the touch of it that the Defendant did Order him this Deponent to procure some Experienced Shroffs that he sent for them to Touch the Coarse and fine Gold that one of the said Shroffs its name Dead by name Moodo Chetinah that three Musters or samples were cut from the said Gold at that time in presence of Ramalinga Tangarah this Deponent and the

to be Coined or Melted to be Coined the Known and Inveterable Custome of the Mint is by Weighing each parcel of a particular Touch seperately in order that they may Know the difference of the Touche and further saith not to this Interrogatory

8th ..... To the Eighth Interrogatory this Deponent saith that to his Knowledge the Complainant sent two Lbs of Gold to the Mint the 30th October last that they weighed three Hundred ninety five Ounces seventeen Pennyweights and a half and was Coined into Madras Pagodas in consequence of the Complainants assay that he this Deponent was possessed of some of the Pagodas such Gold was Coined into, that he had ten which he procured from Tangavelu that he this Deponent had some suspicion of the Quality of the Gold of such Pagodas that the Reason of his Suspicion was the Complainants giving him only there Gross weight of the Gold whereas he used to give him a particular account of each parcel and further saith that he melted five Pagodas and delivered the Lump after they were so melted with the Remaining five Pagodas to the Defendant that the Lump was of the same quality as others in Pagodas that the Reason of his delivering it to the Defendant was to Know whether it was of the same Quality as the Assay Note mentiones it to be, and more saith not to this Interrogatory

25th ..... To the twenty fifth and last Interrogatory this Deponent saith that the Lump of Gold was sent by the Defendant to the Dutch Assaymaster at Negapatam who sent back word that it was no more than twenty Carats four Grains and three Quarters which is equal to Eighty five Touch And more saith not to this Interrogatory

Mayors Court at Madraspatnam

Between Edward Edwards Complainant
And Isaias Du Pre Defendant

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

Cheppermal Chitty of Madras Merchant Aged 26 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th day of October 1760 Sworn at the Office of Mr John Palmer Attorney for the Complainant by Comacapa who left a Note of the Name Title and place of Abode of the said Cheppermall Chitty and afterwards on the same day being sworn and Examined Deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he has Known the Complainant

does not breake, which sometimes happens when there will be a difference and more saith not to this Interrogatory ——

9th 2D..... To the twenty fifth and last Interrogatory this Deponent saith that when the Assaymaster sends any Gold to the Mint the Allayers must verifie it and he sends only the Gross weights and further saith not to any particular Question ingquired of in this Interrogatory ——

Mast Clarke Excommunicat

Cheppermall Chettee

Mayors Court at Madraspatnam

Between Coldward Coldwards Complainant
And Josias Du Pre Defendant

DEPOSITIONS of Witnesses in this Cause taken by and before the Excommunicat in this Court as Follows

Chocapah of Madras Merchant Aged 30 Years or Thereabouts being produced as a Witness in this Cause on the part of the Defendant sworn on the 17th day of October 1760 Sworn at the Office of Mr John Palmer Attorney for the Complainant by Comaza pa who left a Note of the Name Title and place of abode of the said Chocapah and afterwards on the same day being sworn and Examined depose as Follows

1st 1..... To the first Interrogatory this Deponent saith that he has known the Complainant 10 Years and the Defendant 8 Years or thereabouts

8th 10..... To the tenth Interrogatory this Deponent saith that he has been acquainted with the Business of the Mint eight Years that when any Gold is sent to the Mint by Merchant Shroff or Indifferent Person to be melted down that the fixed and invariable pourpose and intention of sending such Gold to be melted is that it may become coin and that if the Gold is of a higher touch than the Pagoda that it may be Reduced and saith that when any Shroff Merchant or Indifferent Person bring Gold of different Touches to the intent to be Coined that the fixed and invariable usage and known Custom of the Mint upon Receiving the same is that each parcell of different Touch be weighed Seperately in order that the Touch of each parcell may be ascertained and more saith not to this Interrogatory ——

9th 11..... To the Eleventh Interrogatory this Deponent saith that he is Conversant and understanding the Quality of Gold and that if two pieces of Gold are shown him and the difference of the Value of each from twenty to twenty five Touch that he this Deponent can discern that there is a difference by that Rahad Eye and more saith not to this Interrogatory

9th 12..... To the twelfth Interrogatory this Deponent saith that he has had some Experience in the Melting and Coining of Silver in the Company's Mint here these four Years and saith that he this Deponent is of Opinion Concerning the Washed much-

20

does not breath, which some time happens when they will be of different weight not to this Interrogatory

23d To the twenty fifth and last Interrogatory this Deponent saith that when the Company sends any Gold to the Mint they always mark with it and the words only the Company and for that saith not to any part to the Question being put to this Interrogatory

Mark Cowtree Accountant

Chyppermall Chetty

Mayors Court at Madraspatnam

Between Coddward Cotsworth Complainant And Josias Du Pre Defendant

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

Chocapah of Madras Merchant Aged 30 Years or thereabouts being produced on the Part of the Defendant was on the 17th day of October 1760 shown all that part of Mr John Palmer Attorney for the Complainant by Comacapa who left a Note of the Name Title and place of abode of the said Chocapah and afterwards on the same day being sworn and Examined deposeth as Follows

1st To the first Interrogatory this Deponent saith that he has known the Complainant 10 Years and the Defendant 8 Years or thereabouts

10th To the tenth Interrogatory this Deponent saith that he has been acquainted with the Business of the Mint eight Years that where any Gold is sent to the Mint by Merchant Shroff or Indifferent Person to be melted down that the fair and invariable practice and intention of sending such Gold to be melted is that it may be assayed and that if the Gold was of higher Touch than the Standard that it may be reduced and when any Shroff Merchant or Indifferent Person bring Gold of different Touches to the Mint upon Recovering the same is that each parcell of different Touches may be seperately in order that the Touch of each parcell may be ascertained and more readily

9th not to this Interrogatory

11th To the Eleventh Interrogatory this Deponent saith that there is common and understanding the Quality of Gold and that if two pieces of Gold are shown him and their difference of the Value of each from twenty to twenty five Touch that he this Deponent can discern

8th that there is a difference by that Carat Eye and more readily not to this Interrogatory

13th To the thirteenth Interrogatory this Deponent saith that he has had some Experience in the Melting and Coining of Silver in the Company's Mint here these four Years and saith that he this Deponent is of Opinion concerning the Mint that proche

12th

Mayors Court at Madrasspatanam

Between Edward Edwards Complainant
And Josias Du Pre Defendant

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

Moodoo of Madras Comicopoly Aged 37 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th day of October 1766 Sworn at the Office of Mr John Palmer Attorney for the Complainant by Compara who left a Note of the Name Title and place of Abode of the said Moodoo and on the same day being Sworn and Examined Deposeth as follows —

To the first Interrogatory this Deponent saith that he is employed in the Company's Mint at this place as Surveyor three ten Years and saith that he this Deponent was sent together with Ramalinga and a Goldsmith to the Defendant with a Pot of Gold by the Complainant about the twenty third day of November last that he had at that time a Paper delivered him concerning an Account of the said Gold but he this Deponent does not know the Contents thereof that he this Deponent carried the said Gold to the Defendant in Order that it might be Coined and saith that he this Deponent delivered the said Paper to the Defendant, that the Defendant ordered him this Deponent to carry the Gold to the Mint and keep it there till the Mint Comicopoly came and then it should be melted that the Defendant told this Deponent that he would give some directions to the Mint Comicopoly concerning the Gold and saith that the Mint Comicopoly told him this Deponent that the Defendant had ordered him to Weigh the Gold which he this Deponent told him that the Complainant had weighed it at his House and saith that the said Pot of Gold was delivered into the Mint by him this Deponent to Ramalinga and further this Deponent saith not to this Interrogatory

To the fifteenth Interrogatory this Deponent saith that he knows and is acquainted with one Ramalinga belonging to the Mint and has known him 10 Years, that his Employment in the Mint is to take Charge of all the Gold carried there and to see that the Pagodas are of the proper Standard and more saith not to this Interrogatory

To the sixteenth Interrogatory this Deponent saith that he was present at the melting of the Gold aforesaid belonging to the Complainant, that it was put into the melting Pot and melted and then put into an Iron Plate and Rubbed into Powder which is the usual and Customary manner practised in the Mint, that a Muster or sample of the said Gold was taken and Carried to the Complainant by him this Deponent in

delivered their Opinions to the Defendant and further saith that one of the Shroffs then present is since dead his name Moodoo Cristnah and more saith not to any particular question Enquired off in this or the last Interrogatory

Mad[s] Clarke &c.

Rannah Chitty

Mayor's Court at
Madraspatanam

Between Edward Edwards Complainant
And Josias Dupre Defendant

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

Venkatashia of Madras Shroff Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th day of October 1760 sworn at the Office of Mr John Palmer Attorney for the Complainant by Comra pa who left a Note of the Name Title and place of abode of the said Venkatashia and afterwards on the same day being sworn and Examined deposeth as follows

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

20th ..... To the twentieth Interrogatory this Deponent saith that he is a Shroff and has followed that Trade 8 Years and saith that he was sent for by the Defendant sometime about the 8 Month of November last to touch Gold for him that he does not know whose Gold it was that he attended the Defendant at his appartments in the Fort that he this Deponent did not touch the said Gold but examined it very well when touched by the other Shroffs who were there present (Viz.) Rannah Chitty, Chittiapah and Moodoo Cristnah who touched the said Gold and saith that he does not remember what was his or their Opinions concerning the said Gold but saith that there was no difference in them and saith they gave a Report thereof to the Defendant and further saith that one of the Shroffs who was then present is since dead his Name Moodoo Cristnah and more saith not to this Interrogatory

25th ..... To the Twenty fifth and last Interrogatory this Deponent saith not to any particular Question enquired off in this Interrogatory

Mad[s] Clarke &c.

Venkatashia

18th day of October 1760 shewn at the Office of Mr Archd Palmer Attorney for the Complainant by Canacapa who left a Note of the Name Title and place of Abode of the said Sangaraah and afterwards on the same day being sworn and examined deposeth as follows

1st ... To the first Interrogatory this Deponent saith that he does Know the Complainant 7 Years and the Defendant 1 Year or thereabouts

21st ... To the twenty first Interrogatory this Deponent saith that he is a Goldsmith and saith that to his Knowledge the Complainant did send one or two Lots of Gold to the Mint the 29th day of October last, that they weighed three Hundred and Ninety five Ounces seventeen Pennyweights and a half and that it was Coined into Madras Pagodas that he this Deponent did deliver them to Oppo the Mint Comptroller and more saith not to this Interrogatory

25th ... To the twenty fifth and last Interrogatory this Deponent saith not to any particular Question enquired off on this Interrogatory

Mark (Canacapa his Cross) mark

Sangaraah

(6)

Extract from the Minutes of Court held at the Town Hall on Tuesday the 19th day of February Annoq Domini 1760

Bill of Edward Edwards read and filed

Josias DuPré to be Summoned

A true Extract ff J. M. Stone Regr

Extract from the Minutes of Court held at the Town Hall on Tuesday the 26th day of February Annoq Domini 1760

Edward Edwards

vers:

Josias DuPré

Summons returned served

The Defendant appears by his Attorney Mr Archdale Palmer

Mr John Palmer Attorney for the Complainant prays that the Defendant may give Bail.

Ordered that Genral Bail be Received

Mr Archdale Palmer Attorney for the Defendant prays the Court that he may be allowed to fyle a Demurrer to the Complainants Bill before one of the Clock in the Evening, or that he may be permitted to withdraw and prepare the same by

The 18th day of March Anno Domini 1760

Edward Edwards

vers

Isaias DuPré

Answer with Eight Papers annexed read and filed

The Court observeing that the Defendant in one part of his Answer complains of the Hardships he labours under in not having been allowed to demurr to the Complainants Bill of Complaint as he did not Receive a Copy of the same from the Registry of this Court till the day immediately preceeding the day for his appearence

The Court doth therefore call upon the Register to give his Reasons why the Defendants had not a Copy of the Bill of Complaint sooner

The Register in order to vindicate himself prays the Court would call upon his Writer Claud D'Alayde who Copyed the same to know when he the Register delivered him the Bill to be copied and when he had finished the same

The said Claud D'Alayde being accordingly sworn is examined as Follows

Qu..... Do You remember when the Register delivered to You the Bill now shewn You to be Copied?

An..... On Tuesday immediately after Court was over

Qu..... When had You finished the same?

An..... To the best of this Deponents Remembrance on Friday a little before Noon

Qu..... Do You Know when the Register sent it away?

An..... He does not Remember. Claudio Dalayde

Veera Swamy the Registers Son being produced and sworn is Examined as follows

Qu..... Do You Remember whether You ever carried a Paper to the Defendants Attorney with a Note for Pags 7 & 12 &c —?

If Yea When?

An..... He this Deponent did carry a Paper together with a Note for Pags 7 & 12 to the Defendants Attorneys House that it was on Friday in the Afternoon and that the Defendants Attorney was not at Home that the next Morning He delivered it to the Defendants Attorney in the Office who bid this Depo=nent come another time for the Money The mark of + Veera Swamy

Mr Archdale Palmer Attorney for the Defendant being called upon to give his Reasons why He did not prosecute a Copy of the Bill of Complaint sooner as it was Ready. —

The said Attorney acquaints the Court that He was employed by the Defendant

Extract from the Minutes of Court held at the Town Hall on Tuesday the 8th day of April Anno Domini 1760

Edward Edwards

vers.

Josias DuPré

Exceptions to the Defendants Answer read and filed

Ordered that they do come on to be argued the 15th Instant

A true Extract Pr. J. McStone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday the 15th day of April Anno Domini 1760

Edward Edwards

vers.

Josias DuPré

Deferred arguing the Exceptions to the Defendants Answer till next Court Day.

A true Extract Pr. J. McStone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday the 22d day of April Anno Domini 1760

Edward Edwards

vers.

Josias DuPré

Mr. Archdale Palmer Attorney for the Defendant prays leave to amend his Answer

Granted by the Consent of the opposite Attorney

Amended Answer Read and filed

A true Extract Pr. J. McStone Reg.r

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1760

Edward Edwards

Edward Edwards

vers

Isaias DuPre

Days Given the Parties till the 16th Instant to Examine Witnesses

A true Extract J. I. Stone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday the 16th day of September Anno Domini 1760

Edward Edwards

vers:

Isaias DuPré

Further day is given the Parties till the 30th Instant to Examine Witnesses A true Extract J. I. Stone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday the 30th day of September Anno Domini 1760

Edward Edwards

vers:

Isaias DuPré

Further day is given the Parties till the 7th day of October next to Examine Witnesses. A true Extract J. I. Stone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday the 7th day of October Anno Domini 1760

Edward Edwards

vers:

Isaias DuPré

Further Day is Given the Parties till the 21st Instant to Examine Witnesses, In default of which Publication will pass in this Cause

A true Extract

J. I. Stone Reg.r

where the same is peremptorily ordered to be heard. And
Ordered that such of the Witnesses as have been produced on this Cause be summoned
to attend that day as the Attorneys shall then be prepar
A true Extract P. I. M. Stone Reg.

Extract from the Minutes of Court held at the Town Hall on Tuesday the
17th day of February Anno Domini 1761.

Edward Edwards
vers
Louis Du Pre

Summons issued against Ogeon, Vencatashalum and Chittiapah Chetty
three of the Witnesses produced on this Cause returned served
They accordingly appear

Mr. John Palmer Attorney for the Complainant prays that this Cause
may now come on to be heard, as his Client is very desirous of sending to
England an Account of the Issue thereof by the Ship which is now under
Dispatch.

Mr. Archdale Palmer Attorney for the Defendant prays that the Hearing
of this Cause may be put off till the return of his Client from Pondicherry.
As the Ship for England is now under Dispatch and as most of the Members
are very much taken up at this time, Agreed to defer the Hearing of this
Cause till Tuesday the 24th Instant when a full Court is ordered to be
Summoned to meet precisely at 10 Clock in the Forenoon, and the above-
mentioned Witnesses are ordered to attend at that time.

A true Extract
P. I. M. Stone Reg.

Extract from the Minutes of Court held at the Town Hall on Tuesday
the 24th day of February Anno Domini 1761

Edward Edwards
vers
Louis Du Pre

Bill

whose the same is peremptorily ordered to be heard. And
Ordered that such of the Witnesses as have been produced on this Cause be Summoned
to attend that day as the Parties shall then be prepar
A true Extract P. I. M. Stoney Reg.

Extract from the Minutes of Court held at the Town Hall on Tuesday the
17th day of February Anno Domini 1761.
Edward Edwards
vers
Isaac Dubree

Summons issued against Oppoo, Vencatashalum and Chittiapah Chettee
three of the Witnesses produced on this Cause returned served
They accordingly appear.
Mr. Peter Palmer Attorney for the Complainant prays that this Cause
may now come on to be heard, as his Client is very desirous of sending to
England an Account of the Issue thereof by the Ship which is now under
Dispatches
Mr. Archdale Palmer Attorney for the Defendant prays that the Hearing
of this Cause may be put off till the return of his Client from Pondicherry.
As the Ship for England is now under Dispatch and as most of the Members
are very much taken up at this time, Agreed to Defer the Hearing of this
Cause till Tuesday the 24th Instant when a full Court is ordered to be
Summoned to meet precisely at 9 o'Clock in the Forenoon, and the above
mentioned Witnesses are ordered to attend at that time.
A true Extract
P. I. M. Stoney Reg.

Extract from the Minutes of Court held at the Town Hall on Tuesday
the 24th day of February Anno Domini 1761
Edward Edwards
vers
Isaac Dubree

Bill

the Complainant between four and five Years and the Defendant between two and three Years

To the seventh Interrogatory this Deponent saith that he carried some Gold from this House to the Complainant that the Complainant cut off a Master from the same and that the Complainant did not think the same of so high a touch as this Deponent said it was that the Complainant took the Master and that this Deponent carried the Remainder of the Gold to his this Deponents House, that the next Day this Deponent carried the said Gold to the Complainant that the Complainant used an Assay of the said Master, which touched out 21 ℔ Touch that this Deponent told the Complainant that he was in want of Madras Pagodas, and that the Complainant thereupon persuaded this Deponent to let him have the Amount of the said Gold in Madras Pagodas in three Days, That at the Expiration of the three Days this Deponent went to the Complainant for the Madras Pagodas, that the Complainant told him that he had no Madras Pagodas but would pay him Current Pagodas and would allow him the Batta between Madras and Current Pagodas which this Deponent accepted of; that this Agreement happened about Six Months since, And further this Deponent saith not to this or the last Interrogatory.

Seworatchellum being personally asked by the Court whether he hath signed his Deposition taken before the Examiner; he acquaints the Court that he hath not, and being asked the Reason why he did not, He acquaints the Court that he was not sent for to sign the same, The Court observing that the said Deposition is signed, the said Seweratchellum is asked if He knows who signed the same, and informs the Court that Chittiapah hath signed the same.

The said Chittiapah being asked how he came to sign the said Deposition He informs the Court that Comaragoa the Interpreter called him, for that he went to Mr. Dupres upon some Business to sign the same, that he told the said Interpreter that he had already signed his Deposition, that the Interpreter told them He had not, but that he must then sign it, that he did accordingly

The said Chithapah and Vencatachellum taken before the Examiner and those taken in Court, as they appear in their Evidence given before the Examiner to have known nothing of the Matter, whereas by their Depositions now taken in Court they appear perfectly well acquainted in the whole affair and to have given every distinct account of the same, the said Chithapah and Vencatachellum are therefore asked by the Court why they did not give the same Evidence before the Examiner as they have now given in Court to which they Answer that they did tell the Interpreter the whole of the Agreement.

The Interpreter being called for is asked the Reason why he did not acquaint the Examiner with every thing the aforesaid Witnesses told him. He acquaints the Court that He did Interpret to the Examiner whatever the said Witnesses told him.

The Examiner being called upon is asked if he can give the Court any Information how such Difference could arise

He acquaints the Court that he can account for it no Otherways than for the Ignorance of the Interpreter as, as he hath frequently known him to put Questions to Witnesses quite foreign to those which he has been ordered to put by the Examiner.

Mr Archdale Palmer Attorney for the Defendant prays that the Depositions of the said Chithapah and Vencatachellum taken before the Examiner together with those taken in Court may be thrown out as they are so very contradictory to each other.

The Court observing that the Depositions of the said Chithapah and Vencatachellum taken in Court are clear and distinct and as they are very sensible of the Ignorance of the Interpreter and are of Opinion that the Difference in the said Depositions arose through his Ignorance, It is therefore agreed that the Depositions taken now in Court shall be admitted as Evidence in this Cause and that the Depositions of the said Chithapah and Vencatachellum taken before the Examiner shall be quashed.

Mr John Taylor Attorney for the Complainant prays that Copies of the Witnesses produced in this Cause may be re-examined in Court

with the Depositions of the Witnesses taken now in Court, on hearing the Pleadings made use of by the Attorneys and mature Consideration had thereon. It Appearing to the Court that the Actions of the Defendant in detaining the Complainants Effects, as well as in suffering the same to go through the Process directly contrary to the Established Rules and Customs of the Mint and that too in the absence of the Complainant, were illegal and unwarrantable, and that He hath therefore rendered himself answerable for the Damages the Complainant hath Sustained thereby, The Court doth therefore Unanimously think fit to Order and Decree and doth according by Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of one thousand two Hundred and fifty one Pagodas ten fanams and forty five Cash, together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

By Cur

J. M. Stone Regr

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Court of Appeals at Madrasapatnam } Sat Thursday the 28th January 1762.

Present

Robert Palk Esq

Charles Bourchier Esq — Bamsonne Drake Esq

John Pybus Esq — James Alexander Esq

Between James DuPré of Madras Merchant

Appellant

And Edmund Edmunds, late of the City of London in the Kingdom of Great Britain, Goldsmith, Refiner and Freeman of the City of London, but now of Fort St George, on the Coast of Choromandel, Assay Master to the United Company of Merchants of England trading

to the Interrogatories put to him by the Examiner, as he hath Reason to believe that that the said Ojyoo hath not given his Evidence before the Examiner according to truth;

The said Ojyoo being accordingly sworn the Interrogatories put to him before the Examiner are now put to him in Court, and his Deposition now taken is found exactly to agree with that taken before the Examiner)

Tuesday the 24th day of February

Anno Domini 1761.

Mayor's Court at Madrasapatnam

L.S.

Mayors Court

Present

Peter Marriette Esquire Mayor

Francis Taylor, John Calland

John Delvinhaire, Richard Brackenridge

Henry Eustace Johnson & Thomas Powney

Aldermen.

Between Edward Edwards late of the City of London in the Kingdom of Great Britain Goldsmith Resident and Freeman of the City of London but now of Fort Saint George in the East Indies on the Coast of Choromandel Esqr Master to the United Company of Merchants of England Trading to the East Indies Complainant and Josias Du Pré also of the same place Merchant Defendant.

THIS CAUSE coming on to be heard and debated this day on the Presence of the Complainant and of the Attorney on both sides on Reading the Complainants Bill with the two Papers annexed the Defendants Answer with Eight Papers, the Replication with Nine Papers annexed, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, three Exhibits on the part of the Complainant the Interrogatories and Depositions on the part of the Defendant together with the

sign the said Deposition.

The said Venkatashellum being duely sworn & examined to the above mentioned Interrogatories and deposes as follows

To the first Interrogatory this Deponent saith that he hath known the Complainant Dor: 6 Years and the Defendant Dor: 5 Years or thereabouts

To the seventh Interrogatory this Deponent saith that this Deponents Father and Chittiapah are partners, that this Deponent together with his Father and the said Chittiapah earned some Gold to the Mint that the Goldsmith and the Mint Aubash enclosed Muster from the same, that the Aubash took the Muster, and that the other Gold was put into a Bag and sealed up by the Aubash and delivered to this Deponent, that the said Muster was assayed by the Complainant and turned out 20 K Touch, that the next day He this Deponent carried the said Gold to the Complainant and delivered it to him, and at the same time told the Complainant that he was ignorant of Madras Pagodas and that thereupon the Complainant promised to let him have the amount of the said Gold in Madras Pagodas in three days and this Deponent did thereupon agree to deduct a quarter touch — that at the Expiration of the three days He this Deponent went to the Complainant and demanded the Madras Pagodas from him, and that the Complainant said that he had not Madras Pagodas but would pay him Current Pagodas, and would allow him the Batta between Madras and Current Pagodas that this Deponent agreed to Receive the same, and that the Batta between Madras and Current Pagodas was 13 P Cent, that the Complainant paid this Deponent 1000 Pagodas the same day that this Deponent went the Next day to the Complainant and settled Accounts with him, but does not Recollect the exact Sum the Complainant paid him at that time, And more this Deponent saith not to this or the last Interrogatory.

The Court observing the great Differences between the Depositions of

the

Bill with two Papers annexed read

Answer with eight Papers annexed Read

Replication with three Papers annexed Read

Rejoinder read

Interrogatories on the part of the Complainant Read

Ten Depositions taken thereunto read

Additional Interrogatories on the part of the Complainant Read

Two Depositions taken thereunto Read

Three Exhibits on the part of the Complainant Read

Interrogatories on the part of the Defendant Read

Ten Depositions taken thereunto Read

Mr. John Palmer Attorney for the Complainant prays that the Deposition of George Pigot Esquire may be Quashed as the said George Pigot Esquire does appear to be interested in the Issue of the Suit

Mr. Archdale Palmer Attorney for the Defendant prays that the said Depositions may stand Good as the said George Pigot Esquire can have but a pretended Interest in the Suit.

The said George Pigot Esquire appearing to be interested in the Suit, Agreed that his Deposition be quashed.

Mr. John Palmer Attorney for the Complainant Represents to the Court that Chittapah and Venkatachellum two of the Witnesses produced on the part of the Complainant do not appear on their Depositions taken before the Examiner, to have sufficiently understood the Interrogatories put to them before they Sworn prays that they may be Examined to the said Interrogatories in Court

The said Chittapah being accordingly produced is asked whether he hath signed his Deposition taken before the Examiner, and acquaints the Court that he have signed the same

The said Chittapah being duely sworn is Examined to the said Interrogatories and Answers as Follows

To the first Interrogatory the Deponent saith that he hath known the

the

1762

Extract from the Minutes of Court held at the Town Hall on Tuesday the
15th day of November Anno Domini 1762.

Edward Edwards

vers:

Josias DuPré

A Note from the Examiner to the Register read setting forth that the Depositions
in this Cause are Ready

Publication is prayed in this Cause, And

Ordered that the same be set down for hearing

A true Extract Pr. J. M. Storey Reg.

Extract from the Minutes of Court held at the Town Hall on Saturday
the 20th day of December Anno Domini 1760

Edward Edwards

vers:

Josias DuPre

Ordered that this Cause do come on to be heard on Tuesday the 13th day of
January Next

A true Extract Pr. J. M. Storey Reg.

Extract from the Minutes of Court held at the Town Hall on Tuesday the
3d day of February Anno Domini 1761.

Edward Edwards

vers:

Josias DuPré

Mr. John Palmer Attorney for the Complainant prays that this Cause
may come on to be heard on Tuesday the 10th Instant.

Mr. Archdale Palmer Attorney for the Defendant Represents to the Court
that his Client is absent upon Publick Business The therefore prays that the
Hearing of this Cause may be deferred till the Return of his Client.

The said Attorney not being able to acquaint the Court when his Client
will Return, Agreed to defer the Hearing of this Cause till the 17th Instant
when

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Edward Edwards
vers
Josias DuPré
Replication with Mens. Papers annexed read and filed
A true Extract Jno. I. McSloney Dy

Extract from the Minutes of Court held at the Town Hall on Tuesday the 13th day of May Anno Domini 1760
Edward Edwards
vers:
Josias DuPré
Day is given the Defendant till the 20th Instant to Rejoin in default of which this Cause will be heard on the Proceedings already had
A true Extract Jno. I. McSloney Dy

Extract from the Minutes of Court held at the Town Hall on Tuesday the 20th day of May Anno Domini 1760
Edward Edwards
vers:
Josias DuPré
Rejoinder read and filed
A true Extract Jno. I. McSloney Dy

Extract from the Minutes of Court held at the Town Hall on Tuesday the 2d day of September Anno Domini 1760
Edward Edwards
vers
Josias DuPré
Issue joined
A true Extract Jno. I. McSloney Dy

Extract from the Minutes of Court held at the Town Hall on Tuesday the 9th day of September Anno Domini 1760
Edward Edwards

on Thursday in the Afternoon, That on Thursday or Friday he applyed for a Copy of the Bill, and that some time afterwards he believes it was on Friday in the Afternoon he applyed again for it, That Thomas out of Town on Saturday and did not Receive the Copy of the Bill before Monday, That Thomas not so anxious to procure a Copy of the Bill as he should have been, as he did not immagine that His Client intended to Answer thereto

The Court being of Opinion and the said Attorney acknowledging that he has been guilty of a Neglect in not procuring a Copy of the Bill sooner, It is agreed that He be Reprimanded for the same, and he is accordingly Reprimanded by the Mayor

The Court likewise taking Notice that as that part of the Defendants Answer Praying his Demurrer because offered in a manner contradictory to the standing Rules and as the Court is constantly attentive to procure ample Redress to their Suitors for any Grievance when Properly Represented; If the Defendant found himself aggrieved through the Neglect of his Attorney in not procuring a Copy of the Bill of Complaint early enough to have filed a Demurrer at the time appointed by the Rules of Court He might at Himself pending have offered this as a Special Reason to the Court for the Reconsideration of his Case, which would have been the proper and Effectual Method to have procured Redress It is therefore Agreed that that part of the Defendants Answer shall be expunged, and it is accordingly Expunged in Court

A true Extract J. M. Stone Reg.

Extract from the Minutes of Court held at the Town Hall on Tuesday the 25th day of March Anno Domini 1760

Edwards Edwards

vers:

Josias Du Pre

Mr Archdale Palmer Attorney for the Defendant acquaints the Court that Thomas not able to procure a Translate of the Dutch Report of one Assay which was annexed to his Answer the last Court Day, Wherefore offers now a Translate thereof to the Court, and prays that the same may be Received,

Granted accordingly

A true Extract J. M. Stone Reg.

by 12 o Clock, as He had not an Opportunity of getting it Ready before
Ordered that the Prayers of the said Attorney be not complied with as they are
irregular and contrary to the Established Rules and practice of the Court
A true Extract pr. J. M. Stone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday the 8th day of
March Anno Domino 1760
Edward Edwards
vers.
Josias DuPré
Mr. John Palmer Attorney for the Complainant prays that the Court would
Reconsider the Order of last Court Day relating to the Defendants giving Bail
and that the Defendant may be obliged to give Special Bail
Mr. Archdale Palmer Attorney for the Defendant Represents to the Court that his
Client is a Person of Credit, and that there is no Reason to imagine that he is about
to depart from this place, and therefore prays that he may still be admitted to
General Bail, which was Received the last Court Day
The Court taking the Prayers of the said Attorneys into Consideration do agree that the
Defendant shall produce Bail before six of the Clock in the Evening, or in default
thereof that a Warrant of Arrest do issue
Day is given the Defendant till the 11th Instant to Answer the Complainants Bill
A true Extract pr. J. M. Stone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday the 11th day
of March Anno Domino 1760
Edward Edwards
vers.
Josias DuPré
Henry Vansittart of Madras Merchant and John Doe become bail for the
Personal Appearance of the Defendant or to answer all Costs and Damages, taken
and acknowledged before the Mayor
Further Day is given the Defendant till the 18th Instant to Answer the Complain-
-ants Bill.
A true Extract pr. J. M. Stone Reg.r

Extract from the Minutes of Court held at the Town Hall on Tuesday

Mayors Courtat
Madraspatnam

Between Edward Edwards Comptainant
And Josias DuPré Defendant

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

Chettiapan of Madras Shroff Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th day of October 1760 sworn at the Office of Mr. John Palmer Attorney for the Complainant by Comacopa who left a Note of the Name Title and place of abode of the said Chettiapah and afterwards on the same day being sworn and Examined Deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he is a Shroff and has followed that trade Eight & ten Years and saith that about the Month of November last the Defendant did send for him to Touch some Gold for him but saith that he does not know whose Gold it was, that he attended the Defendant at his Apartments in the square; and this Deponent saith that he did Touch the said Gold and saith that there were other Shroffs present at that time who likewise touched it and saith that he this Deponent does not know what was his or their Opinions concerning the said Gold but saith there was no difference in their Opinions and saith that the Names of the Shroffs who were then present was Ramah Chitty, Venkatashia, and Moodoo Westnah and further saith that they made a Report of their Opinions to the Defendant and that one of the Shroffs who was then present is since Dead, his Name Moodo Westnah and more saith not to this

6th Interrogatory ——

25th ..... To the twenty fifth and last Interrogatory this Deponent saith not to any particular Question enquired off in this Interrogatory ——

Mark Vazikr Co.

Chettiapah

Mayors Court at
Madraspatnam

Between Edward Edwards Comptainant
And Josias DuPré Defendant

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

Tangavelu of Madras Goldsmith Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the

18th

order that the Complainant might make an assay of it, that he does not know but has heard that there was an alteration in the Master from the time it was taken from the whole parcel of Gold to the time it was delivered the Complainant, that the Complainant did give him this Deponent a Report of the Assay thereof but he this Deponent does not Remember what it was that the Remainder of the Gold after the Master was taken and Sealed up by him this Deponent and the Complainants Seal and Delivered into the Charge of Ramalinga and Tangaswake and saith that the Seal was afterwards broke by him this Deponent by the Directions of the Complainant as he told this Deponent that he had sent a Report thereof to the Defendant and more saith not to this Interrogatory.

To the Twenty fifth and last Interrogatory this Deponent saith not to any particular Question Inquired off in this Interrogatory.

Mad Clarke &c.

Moodoo

Mayors Court at Madrasspatnam

Between Edwards Edwards Complainant
And Isaias Du Pré Defendant

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

Ramah Chitty of Madras Shroff aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th Day of October 1760 Sworn at the Office of Mr. John Palmer Attorney for the Complainant by Comaraya who told at the same time and place of the said Ramalinga Chitty 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 6 Years and the Defendant 4 Years or thereabouts.

20..... To the Twentieth Interrogatory this Deponent saith that he is a Shroff and has followed that Business 20 Years and saith that in the Month of November last he was sent for by the Defendant to touch some Gold for him, that he does not Remember the day nor does he know whose Gold it was, that he attended the Defendant at his apartments in the Fort and there touched the Gold and saith that other Shroffs were there at that time Viz. Veneatasha, Chittiapah and Moodoo Westrah who likewise touched the said Gold and saith that he does not now Remember what was his or their opinions Relating to the said Gold but saith that they all agreed

practised in the Companys Mint in the following Respect, that when a Pot of Silver and Allay are melted and incorporated together in the manner used in the Mint upon the Coining of such Pot of Silver into Rupees that there will not be any Difference in the Value of such Rupees seperately Except when the Pots breake which will sometimes happen in the Coining of fifty or Hundred and more saith not to this Interrogatory.

22..... To the twenty second Interrogatory this Deponent saith that he is a Merchant and Shroff and that he has no particular Employ in the Company's Mint here but that he is an Assistant to Cheyerma Chitty the Mint Undertaker and that he has been Employed by him to transact the Affairs of the Mint and more saith not to this Int.ry

23..... To the twenty third Interrogatory this Deponent saith that he is acquainted with Ramalinga belonging to the Mint that his particular Duty and Employment in the Mint is to take Charge of all Gold brought there and put it to the proper Hands and that he bears a very good Character in this Deponents esteem and more saith not to this Interrogatory.

24th..... To the twenty fourth Interrogatory this Deponent saith that to his Knowledge the Complainant sent a Pot of Gold to the Mint in December last but he this Deponent cannot ascertain the Day that it was sent with a Note to the Defendant desiring him to get it melted to be assayed that the Defendant was at the Mount upon which the Complainants sent the Note to the Mount and the next Morning the Defendant came to Town and wrote an Answer to the Complainant desiring to know whether the Gold was to be melted to be Coined or Melted, that if it was to be coined that he would send a proper Report as other Merchants did, but that if he only wanted it melted down he might do what he pleased with it as the Mint Master had no Business with it and therefore he had none to give any Directions about it upon which the Complainant sent for the Gold & melted it into Powder at his House, then sent it with a Note and Report to the Defendant telling him he wanted it Coined into Pagodas, the Defendant thereupon asked him this Deponent if it was Customary for Merchants to Melt Gold into Powder at their Houses and then bring it to the Mint to be Coined, this Deponent told him it was not the Defendant therefore told the Peon who brought the Gold to send till the Governour came in that the Governour came in about an hour after when the Defendant went to him upon which the Complainant was sent for, that after the Complainant Returned from the Governour he sent for the Pot of Gold to his House and Melted it in a Pan then sent a Note and Report to the Defendant desiring it might be Coined who accordingly gave Directions for it being Coined, and more saith not to this or the last Interrogatory.

Mad.s Clarke &c.

Sworn

8 Years and the Defendant 7 Years or thereabouts

9th ..... To the Ninth Interrogatory this Deponent saith that he is a Merchant and is employd by the Companys Mint here, that he is the Mint undertaker, that he does not know but has heard that the Complainant sent one Pot of Gold to the Defendant about the 23d of November last, that he knows Ramalinga in the Mint that his Employment is to take Charge of the Gold when at the Mint and that he bears a very good Character that he this Deponent does not Know but has heard that Besair Pot of Gold was delivered into the Charge of one of the Goldsmiths by Name Sangaraih that there was no Directions sent with the Gold to the Mint, but that so soon as a Report was made to him this Deponent he gave orders that the Defendants directions should be followed in Relation to the Gold, that the Gold was melted and that this Deponent Received no Order from the Defendant concerning the melting of the said Gold and more saith not to this Interrogatory

10th ..... To the tenth Interrogatory this Deponent saith that he has been acquainted with the Business of the Mint three Years that when Gold is sent to the Mint by any Sheroff Merchant or indifferent Person to be melted that it is to be Coined that the fixt and invariable Usage of the Mint in Melting the same is to make an Assay of it that when Sheroff Merchant or Indifferent Person sends Gold of different Touches to the Mint to be Coined the fixt and Invariable Custome of the Mint upon Receiving the same is to weigh it seperately that they may ascertain the exact touch and more saith not to this Interrogatory

11th ..... To the Eleventh Interrogatory this Deponent saith that he is conversant in discerning the Quality of Gold and that if two Peices of Gold are shewn him and the difference of the Value of each from twenty to twenty five Touch he can discern the difference with his Naked Eye and more saith not to this Interrogatory

12th ..... To the twelfth Interrogatory this Deponent saith that he does not Know but has heard that the Complainant sent a Pot of Gold to the Mint about the 28th day of December last that it was Received into the Mint by the Directions of the Defendant and saith that he does not Know that the Defendant gave any Directions for delaying the said Pot of Gold and more saith not to this Interrogatory

13th ..... To the thirteenth Interrogatory this Deponent saith that he has had some Experience in the melting and coining of silver in the Companys Mint here for three Years and saith that he this Deponent is of Opinion concerning the Method practised in the Companys Mint in the following Respect, that when a Pot of Silver and Allay are melted and incorporated together in the manner used in the Mint upon the Coining such Pot of Silver into Rupees that there will be no Difference in the value of such Rupees seperately provided the Pot

does

the Defendant, that one was cut from the Fine Gold and two from the Coarse Gold, that they were delivered to him this Deponent and were hammerd into Touch Needles that Tagapah Goldsmith was employed to hammer them that the Coarse Gold was employed to hammer them that the Coarse Gold was put into the Fire and then hammerd into Touch Needles, but the fine Gold was melted, that he this Deponent does not Know where the said Goldsmith so employed to hammer the Touch Needles but the Fine Gold was melted, that he this Deponent does not Know where the said Goldsmith so employed to hammer them touch Needles Besides as he does not belong to this place, that he this Deponent was present the whole Operation as was the Defendant and Ramalinga in the Defendants Operation in the Square and saith that the Touch Needles were delivered to the Shroffs in Order that they might try the Touch that the Shroffs did try the Quality of the said Touch Needles that they touched each seperate in the Defendants Hall and delivered their Opinions to the Defendant after they have Touched the said Touch Needles that they said the Fine Gold as near as they could tell by Touching was Eighty six and three quarters Touch and the Coarse Gold one Touch Needle of sixty two Touch and the other sixty touch that he this Deponent is of Opinion that the waste upon the hammering and touching the said Touch Needle could not be more than three Grains and further saith not to this Interrogatory.

6th ..... To the sixth Interrogatory this Deponent saith that about five or six days after he Received an Order from the Defendant about melting the said Gold, that Moodo Surveyor, Ramalinga and Tangariah should be Present at the Melting of it that these Orders were to be given to Ramalinga and Tangariah and that he delivered them to them and saith the Gold was melted in Consequence of those Orders that it was put into a Pot and Melted and that all such Persons were present whose Business it was to be at such Melting their Names Ramalinga, Tangariah Moodo Surveyor and a Peon whose Name he this Deponent does not Recollect that a Muster as usual was taken of the Powder of the said Gold by Moodo who carried it to the Complainant and the Remainder sealded up by Moodo and left with Tangariah and saith that the Complainant made an Assay of the said Gold and mentioned in the Report that it was Eighty five and a half Touch, that then Moodu Returned broke the Seal and said that the Gold was the Defendants, And more saith not to this Interrogatory.

7th ..... To the seventh Interrogatory this Deponent saith that he has been employed in the Mint twenty Years as a Conicoply, that when any Gold is brought to the Mint by any Merchant Shroff or Indifferent Person it is to have it Assayed, that the intention of melting the same in the Mint is to Coin it into Pagodas, that when Gold of different Touches or Qualitys is brought to the Mint by any Indifferent

Person

saw that the Defendant never gave him this Deponent his Key and saith that to his Knowledge the place where the said Gold was kept was opened that Oppoo Sangaviah a Poon and he this Deponent were present when it was opened that the said Gold during that time did not suffer any manner of Actual Imbezzlement or Alienation either by him or any other Person that the said Gold was melted and made into Powder in the Gold Mint, that he this Deponent, Moodo, Oppoo Sangaviah and a Poon were present when the said Gold was melted and made into Powder, that it was done in the usual manner practiced in the Mint that Musters or Samples was taken of such Gold after it was so melted and made into Powder by Moodo that such Musters were taken according to Custom and saith that the Remainder of the said Gold was after the Muster was taken by Moodo with the Complainants seal and delivered into the Charge of Sangaviah, that he knows the seal was afterwards broke by Moodo who said that it was the Defendants Gold and more saith not to this Interrogatory ---

3..... To the third Interrogatory this Deponent saith that he knows of two Lotts of Gold being sent to the Mint by the Complainant about the 30th day of October last that they weighed three Hundred Ninety five Ounces seventeen pennyweights and a half that it was Coined into Madras Pagodas, that ten Pagodas of such Gold were delivered to Oppoo Mint Comecopla by him this Deponent and more saith not to any Particular Queries or Interrogatory offered this as the last Interrogatory

Mark Clarke Exr.

Ramalinga

Mayors Court at
Madras pattanam

Between Edward Edwards Complainant
and Isaac Du Pre Defendant ---

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

Oppoo of Madras Comicoply Aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 18th day of October 1760 sworn at the Office of Mr. John Palmer Attorney for the Complainant by Comacopa who left a Note of the Name Title and place of abode of the said Oppoo and afterwards on the same day being sworn and Examined deposeth as follows ---

A
1..... To the first Interrogatory this Deponent saith that he has known the Complainant 10 Years and the Defendant 7 Years or thereabouts

19 Was or was not any Report made to you as Mint Master by the Defendant concerning any other Pott or Potts of Gold sent to the Mint by the Complainant or about the Twenty eighth of December last If yea what was the substance thereof and what order did you give the Defendant in Consequence thereof

To Ramah Chitty Vencatasha and Chittapah

20 What Trade was you and how long have you followed that Trade was you or was you not some time in the Month of November last sent for by the Defendant to touch any Gold for him If Yea what day and whose Gold to the best of your Remembrance and where did you attend the Defendant If Yea did you touch such Gold or did you not any other Shroffs present at that time If Yea who by name did or did they not touch such Gold If Yea what was your and their opinion concerning the said Gold according to the best of your Remembrance was or was not there any difference between yours and the other Shroffs opinions of the said Gold, are or are not any of the Shroffs then present with you Read or Hear If Yea who by name the whole Declare

To Sangaria

21 What Trade or Profession are you do you Know or Remember any thing of any Pott or Potts of Gold belonging to the Complainant sent to the Mint on 30th of October last If Yea how many Potts and what did such Pott or Potts weigh and what species of Pagodas was such Pott or Potts of Gold coined into and did you or did you not Deliver any of such Pagodas to one or more the Mint Conceptly If Yea how many the Whole Declare as your Know and do Believe

To Chocrapah Chitty

22 What Trade or Occupation are you, have you any employ or have you any Business in the Companys Mint here If you have you been during that time any way employed by the Mint Undertaker If Yea in what Capacity

23d Do you Know or are you acquainted with one Balaram belonging to the said Mint If Yea what is his particular Duty or Employment in the said Mint and what Character does he bare in your Esteem

24th Do You Know or do you not of any Pott or Potts of Gold sent to the Mint by the Complainant on the 28th December last If Yea Relate the whole what You Know Concerning the Same

To all the Witnesses Last Do You Know or can you say any other matter or thing material for the Defendant in this Cause If Yea set forth the same as You Know and do Believe together with Your Reasons for such your Knowledge and Belief

Archdale Palmer

Attorney for the Defendant

melted and what is the fixt and invariable usage and intention of the Mint in melting the same when Merchants Shroffs or any other persons bring gold of different touches to the Mint to be Coined what is the fixt and invariable usage and known Customs of the Mint upon Receiving the same or in what manner is such Gold weighed are the several Parcells of different Touches weighed together or is each parcell of a different Touch weighed seperately and what the Reasons for following the method now practised or——

To the same ... 11th ..... Are you well conversant in Ascertaining the Quality of Gold If Yea supposing 2 Peices of Gold wherein You and the difference of the value of each from twenty to twenty five touch is any difference to discerned by the Naked Eye

To Cheppermal Chittee ... 12 ..... Do you Know of any Tolt or Tolls of Gold sent to the Mint by the Complainant on the 28th of December last If yea how many and was such Tolt or Tolls of Gold Received into the Mint by any Direction from the Defendant that you Know or believe do you Know of any orders or Instructions given by the Defendant for detaining such Tolt of Gold ——

To Cheppermal Chittee ... 13 ..... Have you had any Experience in the smelting and Coining of silver in the Companys Mint here If Yea how long Experience have you had and what is your opinion concerning the method practised in the Companys Mint in the following Respect wherein Tolt of Silver and allay are melted and incorporated together in the manner used in the Mint upon the Coining such Tolt of Silver in Rupees will there or will there not be any difference in the Value of such Rupees seperately

To Mondu ... 14 ..... Are you or are you not employed in the Companys Mint in this place If Yea what is your Employment there and how long have you been so employed was you or was you not sent by the Complainant to the Defendant with a Tolt or Tolls of Gold on the 23d of November last If Yea how many Tolls Had you or had you not at the same time a Paper delivered You concerning any Account of the said Gold If Yea what did such Paper contain and for what purpose did you carry the said Gold and Paper to the Defendant was or was not such Paper delivered the Defendant and what order did you Receive from the Defendant upon your delivering the said Paper to him concerning such Tolt or Tolls of Gold did or do not the Defendant at that time tell you he would give same Directions to the Mint Company concerning the said Gold If yea what directions were they ? was or was not such Tolt or Tolls of Gold delivered into the Mint by you If yea to whom did You deliver it

15 ..... Do you Know or did you acquire the with any Parma longa belonging to the said Mint If yea how long have you known him and what is his usual Employment in the said Mint ——

16th ..... Was you or was you not Present at the Melting of the Gold

send for such Shroffs and or are not any of the said Shroffs now dead If Soe such by
Name were or were not any and how many Musters or samples cutt from the said
Gold at that time If Soe in whose presence and from what part of the said Gold
were such Muster or Samples cutt was you or was you not present at such operation
In whose Charge was such Samples or Musters delivered after they were so cut, was
or was not such Samples or Musters hammerd into Needles If Soe who was
Employed to hammer them and what means did he use to form the same, where
does such Person so employed to hammer and from such samples into Needles
now Reside to the best of Your Knowledge Was You or was You not present at the
whole of such Operation and who else and in what place was the said operation done
were such Needles delivered or shewn to the aforesaid Shroff If Soe for what purpose
were they delivered Did or did not the said Shroff touch or try the Quality of the said
Needles If Soe in what manner and where did they touch or try the same, And or
did not the said Shroff deliver their Opinions to the Defendant of the Quality of the
said Touch Needles after touching and trying the same If Soe what was their
Opinions thereof Do You Know or do not Know or can you tell what Weight be the waste
or loss upon the said Samples or Muster of Gold by making the same into such
Needles and touching the same If Soe how much do You believe to the best of your
Knowledge declare the whole as You Know and do believe we the Your Peers at
Large

6th ..... Did You or did you not afterwards and how long
afterwards Receive any order from the Defendant concerning the Melting of the Gold
before mentioned after it had gone through such Operation If Soe what was the
whole substance of such Order tell Particularly, and to whom was such order to
be delivered Did you or did you not deliver such Order as directed by the De-
fendant If Soe was or was not the said Gold melted in Consequence thereof
and in what manner were or were not all such Persons present who by Business is
to be Present at such Melting If Soe who were they by Name Was or was not
any Muster or Sample of the Powder of the said Gold taken by any Person at
that time If Soe by whom and is that Customary and under whose Charge
was the Remainder of the said Gold delivered was it or was it not sealed up and
what is the Name of the Employment of the Person to whose Charge the said
Gold was delivered

7th ..... How long have you been employed or in the Mint and
in what Capacity? When Gold is brought to the Mint to be Melted by Merchants
Shroffs or other Indifferent Persons for what purpose is it so Melted and what
is the General and Settled Intention of melting the same in the Mint? whether

Gold

Conversation do You Know or not Know or Remeber amongst the said Gold any Parcell of 26 3/4 touch Reported by the Assay Master, If Sea did or did not such parcell appear to be all of an equal Fineness or did any part appear Inferior to the other weze or were not any samples or Musters cutt of the said Gold at the time aforesaid If Sea how many and what was the Weight of each and by whom were such Samples Cutt off and for what Purpose to the best of Your Knowledge weze such Samples cutt off weze or weze not such samples of Musters hammerd into Touch Needles If Sea by whom and in what manner were they so hammerd or formed and who was present at such Operations In whose Charge was such Touch Needles delivered into after they weze so Hammerd or formed Did or did not the said Needles sustain any loss or Waste by such Hammering and Touching If Sea how much to the best Your Knowledge do You Estimate such loss was or was not such Pott or Potts of Gold belonging to the Complainant as aforesaid melted to be made into Powder if Sea in whose Charge did such Gold Remain from the time the said Gold was brought to the Mint to the time it was so Melted to be made into Powder as aforesaid and under how many Locks was the said Gold kept and who Kept the Keys of such Locks had or had not the Defendant any of the Keys of the said Locks If Sea did the Defendant ever give You such Key or Keys that weze Kept by him If Sea for what Purpose, do You Know or not Know of the place wheze the said Gold was kept being opened If Sea who was present when such place was opened Did or did not the said Gold during that time suffer any manner of Adulteration or Alteration either by Yourself or any other Person wheze was such Gold Melted and made into Powder was or was not You and any other present at the melting and making into Powder of such Gold If Sea who weze present and in what manner was such Gold melted and made into Powder was or was not such manner the usual and Customary method practiced in the Mint in such Operation was or was not any Muster or sample taken of such Gold after it was so melted and made into Powder If Sea by whom and was or was not such sample or Muster taken according to the Custom Was or was not the Remainder of such Gold sealed up after such Sample was taken If Sea by whom and with whose seal was the said Gold sealed and to whose Charge was the said Gold then delivered do You Know of such Seal being afterwards broke if Sea by whom was it broke the whole Declare as You Know and do beleive together with Your Reasons at Large.

3d ..... Do You Know of any Pott of Potts of Gold being

sent

1144

for the Defendant by Comacopa who left a Note of the Name Title and place of abode of the said Cheppermaal Chitty and afterwards on the same day being sworn & Examined deposeth as follows —

1 ..... To the first Interrogatory this Deponent saith that he is acquainted with the Business of the Mint, that when any Gold is sent to the Mint it is Reduced into Powder and then melted into Bullets and Coined, that he has been three Years in the Mint and Learned the Business of his Father and more saith not to any particular Question enquired of in this or the last Interrogatory

Mad Clarke &c. — Cheppermaal Chitty

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 Edward Edwards is Complainant and Josias Dupré Defendant

To all the Witnesses } ... 1st Do You Know the parties Complainant and Defendant in this Cause if so how long have you so Known them or either and which of them do Declare

To George Pigot Esqr 2d Are You or are You not Interrested in the present Suit Declare?

Agipas ..... 3d Do You Know or do You not Know when the Defendant was appointed to the Management of the Mint if Yea did he or did he not at that time or any other time or times give You any particular Directions relating to the Complainant incase he should send Gold to the Mint if So what were such particular Directions Declare?

Ditto ..... 4th Is it or is it not Customary to make Tryal of Gold when sent to the Mint if So in what manner do they tryal and how long has it been the Custom and whose Business is it to make such Tryal Declare?

To all the Witnesses ... 5th Do You Know or can You say any other matter or thing material for the Complainant in this Cause If Yea declare the same as You Know have heard or do believe according to the best of Your Knowledge and belief —

John Palmer
Atto for the Complainant

Mayors Court &c
Madrasapatnam

Between Edward Edwards Complainant
And Josias Du Pré Defendant

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

Pagoda Touch, when it is put into a Pot Melted and then made into Powder when a Master is carried to the Assay Master and the Remainder sealed up in a Pot and if the Assay Master finds the Gold of a proper Touch he orders it to be Coined which when done the Pagodas are carried to the Assay Master and he weighs them and delivers them to the Merchant that this has been the Constant practice of the Mint and is never deviated from except when the Assay Master has any Gold of his own to Coin and more saith not this Interrogatory.

3d ..... To the third Interrogatory this Deponent saith that the Assay Masters Gold is weighed at his own House by himself in the presence of him this Deponent the Mint Conicoply and the Goldsmiths and that it has been the Custom of them to weigh their Gold in that manner for 40 Years and saith that the Merchants Gold is always weighed at the Mint and further saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that he is unacquainted with the Custom of Rubbing Gold in this Country and does not Know which Rubs fastest fine or Coarse or whether there is any loss by such Rubbing and saith that it is not Customary to make tryal of any Persons Gold when sent to the Mint to be Coined and further saith not to any particular Question enquired off in this or the last Interrogatory.

Matt Clarke Exr. Mootal

Mayor's Court at Madraspatnam } Between Edward Edwards Complaint And Josias Du Pré Defendant

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

Peru (commonly called Ramah) of Madras Dubash Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th Day of October 1760 Shewn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Conacapa who left a Note of the Name Title and place of Abode of the said Peru (commonly called Ramah) and afterwards on the same Day being sworn and Examined deposeth as Follows.

1st ..... To the first Interrogatory this Deponent saith that he has Known the Complainant 10 Years and the Defendant 7 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith that the Assaymasters Gold is weighed by him at his own House and that it has been Customary for

To the first Interrogatory this Deponent saith that he has Known the Complainant 10 Years and the Defendant 8 Years or thereabouts

To the second Interrogatory this Deponent saith that he is acquainted with the method of Coining Gold in the Mint at this place that it is Customary for Merchants to carry their Gold to the Assay Master and give him a Muster thereof upon which the Assay Master makes his Report and the Gold is sent to the Mint and delivered to the Goldsmiths under the Care of Plumalonga who make it of the proper Standard when it is melted into Powder out of which the Surveyor of the Mint takes a Muster and puts the Remainder into a Pot which he seals with the Assay Masters seal, the Assaymaster then Assays the Muster and if he finds it of the proper Standard orders it to be coined but if it is not standard he orders it to be made so, the Surveyor of the Mint then takes the seal off of the Pot and the Gold is made into Bullets and Coined and then delivered to the Merchants, that this Process has been the Constant practice of the Mint ever since he this Deponent has Known any thing of it which is ten Years except when the Assay Master has any Gold of his own and then he weighs it at his own House and only sends the Gross Weight of it to the Mint / that in the Month of October last the Mint Master ordered that the Assay Masters Gold should be Coined in the same manner as other Merchants and more saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he is acquainted with the Custom of Rubbing Gold in this Country that he this Deponent does not Know that there is any Difference in the Rubbing of Fine or Coarse Gold, that the Loss in Rubbing is very trifling and not more than one Grain or half a Grain and saith that it is not Customary to make Tryal of Persons Gold when sent to the Mint to be Coined and more saith not to this Interrogatory.

To the Ninth Interrogatory this Deponent saith that to his Knowledge the Complainant did some time ago send a Pot of Gold to the Mint that it was in December or January last that it was not melted immediately on being sent to the Mint that he this Deponent does not know who hindered its being melted that it was melted once by the Goldsmiths by the Directions of the Defendant and further saith not to this Interrogatory

To the Eleventh and last Interrogatory this Deponent saith that the Complainant sent a Note to the Defendant with a Pot of Gold to be Melted and Assayed but the Defendant was at the Mount upon which the Complainant sent the Note to the Mount and the Defendant came to Town the next Morning when he sent an answer to the Complainant and desired to Know if he wanted to have the Gold Coined or Melted on his own Account, if he wanted to have it Coined he desired he / the Complainant / would send him a proper Report as it was Customary for Merchants to

him this Deponent who with the Mint Comcoply, Mint Dubash and Merchant make their Calculations and the Gold Standard when it is delivered to the Goldsmiths and melted into Powder out of which a Master is taken by Moodoo and the Remainder sealed up by him in a Pot, the Master he carrys to the Comptainant who assays it and if he finds it of the Pagoda Touch he orders it to be Coined which when done the Pagodas are delivered to the Merchant, that this Process has been the constant practice of the Mint (except when the Assay Master sends Gold) ever since he this Deponent belonged to the Mint which is ten Years and more Saith not to this Interrogatory

3..... To the third Interrogatory this Deponent saith that when the Assay Master has any Gold he sends for him this Deponent the Mint Comcoply and Goldsmiths to his House where he weighs it and that it has been Customary for him ever since he this Deponent belonged to the Mint and saith that the Merchants Gold is brought and weighed in the Gold Mint and more saith not to this Inter=rogatory

4th..... To the fourth Interrogatory this Deponent saith that he is acquainted with the Custom of Rubbing Gold in this Country but does not know which Rubs fastest Fine or Coarse that a trifling loss will arise by Rubbing and saith that it is not Customary to make tryal of any Persons Gold when sent to the Mint to be Coined and further this Deponent saith not to any particular Question enquired off in this or the last Interrogatory

Mad[illegible] Esq[r]

Ramalinga

Mayors Court at Madraspatnam

Between Edward Edwards Complainant
And Josias Dupre Defendant

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

Venkadadree of Madras Goldsmith Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th day of October 1760 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Canacapa who left a Note of the Name Title and place of abode of the said Venkadadree 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 10 Years and the Defendant 5 Years or thereabouts

2..... To the Second Interrogatory this Deponent saith that he is acquainted with the Custom

direction the whole You Know of this matter particularly Declare?

Peppermaul Chitty — 10th Are You or are you not acquainted with the business of the Mint if yea what do You Know of it how long have You been in it and of whom did You learn the Business Declare?

To all the Witnesses — 11th Do You Know or can You say any other matter or thing material for the Complainant 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
Atty for the Complainant

Mayors Court at Madraspatnam

Between Edward Edwards Complainant
And Josias Du Pré Defendant

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

Moodoo of Madras Conicopley aged 37 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th day of October 1760 shewn at the Office of Mr Archdale Palmer Attorney for the Defendant by — Comacapa who left a Note of the Name Title and place of abode of the said Moodoo and afterwards on the same day being sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 11 Years and the Defendant 6 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith that he is acquainted with the Custom of Coining Gold in the Mint at this place that the Merchants first carry their Gold to the Assay Master who takes a Muster of it and makes an Assay then he sends the Assay Paper and Gold to the Mint where Ramalinga the Mint Conicopley and Merchant make their Calculations and the Gold of the Pagoda Touch when it is delivered to the Goldsmiths who melt it into Powder then the Mint Conicopley by the Complainants order takes a Muster thereof and seals up the Remainder and the Assay Master then makes an Assay and if he finds it Right he sends a Report thereof to the Defendant who orders it to be Coined into Pagodas which when done they are delivered to the Merchants and further saith that this has been the Constant practice of the Mint for these ten Years and is never deviated from except when the Assay Master has any Gold of his own to Coin and more saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that the Assay Masters Gold is always

I had been thus successfully practised and whether in favour of any of the one or more Merchants to which purposes I began with examining the three Persons each seperately in the presence of the two peons all Chettie's who were very soon brought to confess the whole agreeing all in the same story as to the method they had used in conveying on this vile abuse and in what manner they were Rewarded for it by the Merchants to whom the Gold belonged, The Accounts given by them of this Affair as taken by Colingapermall Chetty Verbatim &c. Malabar Therewith do Deliver you that Translate may be made of them for your present Satisfaction till more Authentic Depositions given on Oath before one or more Magistrates can be taken. But from these you will find it to be a mere practice &c.

Fort St George the 20th October 1760 Examined and Compared with the Letter entered in the Book of Consultations kept by the President and Council of Fort St George and attested to be true Extracts therefrom.

J. J. Stone
Sec. to Gov.
1760

Interrogatories to be Administred to such Witnesses as shall be produced sworn and examined on the part and behalf of the Complainant in a certain Cause wherein Edward Edwards is Complainant and Isaac Du Pré is Defendant

To all the Witnesses 1st Do You Know the parties Complainant and Defendant in this Cause of

To Moodel ... Ramalinga Vencatadree Chocanah Moodal

How long have you so known them or either and which of them Declare? 2d Are You or are You not acquainted with the method or Custom of Coining Gold in the Mint at this place if Seawalaut is the Method or Custom of Coining Gold with the particular Process the Gold goes through from the time of carrying it to the Mint to the delivery out of the Mint particularly Declare? Has or has not such Process been the constant practice and how long, If or is not such Practice ever departed from if So or no whose or what account and when Declare

To Peru (commonly called) Ramah Ramalinga Vencatadre Moodall Moodu

3d Do You know in what manner are the Assay Masters orders Gold weighed when sent to the Mint to be Coined has it or has it not been a Custom to weigh their Gold in that manner if So how long If or is not the Merchants Gold weighed in the same manner as the Assay Masters or in what manner is it weighed the whole you know of this matter particularly Declare?

To Chocanah Ramalinga Vencatadre Moodal

4th Are you or are you not acquainted with the Custom of Rubbing Gold in this Country if So which Rubbing is the best fine or coarse If or is there not a loss by such Rubbing Silver will not Custom may to make Legal of any Person Gold when

sent

Accompanying this you will Receive the Maccos and Pellar Dollars Invoic'd Assays of which I beg may be sent home off first Ships. —

You desire me to Explain wherein my Calculations of Carnak and Grains exceeds those at Home which is very easy to Explicate, from this that we in this part of the World always Reckon Twelve Grains to the Carnal, and there at home Reckond but four so that three grains of ours is equal to one of theirs, the manner I make the Calculation, is practised by the Dutch in all their Settlements in India however to Convince you further I have inclosed you a Dutch Assay Paper, and am —

Your Honble Servt
9th August 1758

I Honble Sir & Sirs
Your most Obedient
Humble Servant
Edward Edwards Assay Master

Fort St George the 20th October 1760 Examined and Compared with the Letter entered in the Books of Consultations kept by the President and Council of Fort Saint George and attested to be a true Copy as —

J. J. Mount
Sct. Pub.
1760

Extract of some Passages of a Letter from John Sykes Esquire as entered in the Consultations of the President and Council of Fort Saint George under Date the 13th September 1758

That on Wednesday last the 28th Ultimo one Virapa Chetty of the Bramin Cast and many Years an Inhabitant of this Place brought a Cake of Gold (as he had done many before) to the Mint to be Assayed from which I ordered a piece to be cut and with seven or eight Musters more belonging to other Merchants among which were two given by Cheppermall Chittee I made an assay of it, whereby it appeared to turn out eighty four and the two delivered by Cheppermall Chittee seventy five and three quarters (75 3/4) Soon I delivered my Reports of the several Assays I had made to the Mint surveyor that evening whose business it is to acquaint the Merchants with the out turn of their Respective Musters and the next morning early Annantya brought his Cake as did some other Merchants there to be weighed and melted down for Current Pagodas which I accordingly gave directions about. But at the particular Request of Cheppermall Chittee for Reasons I was then unacquainted with, I ordered Annantyas Cake to be melted in a Pot by

Court shall direct and humbly prays as warrand by his said Answer he hath already Prayed &c.

Archdale Palmer
Attorney for the Defendant

To the Honble Thomas Saunders Esq.
President & Governour &c. Council
of Fort St George

Honble Sir & Sirs

By a Paper received off Purrington I find there is a little Difference in the Assays of our Pagnes and Pagodas tho I cant say more then what has been in the time of my late predecessor, however I have made a strict enquiry into it, for some time past and find the fault lies in the manner the People belonging to the Mint melting the Silver, which is thus to so many Ounces of fine Silver they add so many of Coarse the former is put first into the melting Pott and then the latter after which they melt them together; but where the fault lies, is in their not giving it a proper heat, but only let it just run down, so that it has not a proper fusion and when they come to make it into Powder the first Ladle full they take out of the Pott must Evidently be a little worse then the Rest, there is still another thing which those guilty of which is in making of the Powder to leave pieces heavier than a Pagne and so cut of from it to bring it to its proper Weight now where I make the assay of this Powder I take such a quantity of the smallest Grains and melt them together; so that I have a better Chance of meeting with an equal quantity of what is a little fine and was I to take any of these large pieces I might probably be better or worse, and Really it was from trying several of these I found out the Error, and am sorry it is not in my Power to Rectify it, but You Gen.men must be sensible that it is impossible to bring these People from what they call Custom, As to the Pagodas they are a trifle better then they ought to be, which proceeds from a Mistake in Casting up the betterness and Worseness, for you must know every Merchant that Coins Gold in our Mint cast it up, as properly allays it himself and in Case there is 10 or 12 difference he would sooner loose that then melt it down again becaus the Expence of melting

&c

from all which it follows that this practise being well known to the Replyant (for it is impossible that he who had so long had the management of the Mint should be ignorant of it) he could not have sent his Gold to the Mint with any other intention than to have it Coined, and the Report signed by the Replyant and sent with it could not be intended as any other than the Report of Assay Master as the Replyant well knew his Gold could not be received without such Report, and this Defendants denies that the said Gold or any part was by his direction or to his Knowledge Rubbed or Melted as is alledged between the twenty third day of November and the twenty seventh day of the same Month or at least not untill this Defendant had Received the Mint Masters orders concerning the same in the manner as is setforth in this Defendants Answer which being full and explicit this Defendant begs leave to Refer thereto without answering more particularly to what the Replyant offers further in his Reply on the Subject of the said Pott of Gold, in like manner this Defendant not to take up the time of this Honourable Court unnecessarily humbly Submits the Case of the Pott of Gold sent to the Mint on the twenty eighth day of December upon the state this Defendant hath given thereof in his said answer finding nothing in the Replyants Reply which gives Room for further Answer This Defendant is not Surprized at the Replyants assertion that this Defendant has made it his Study to prevent the Replyant from Carrying on his Business it is his Interrest that such an Opinion should obtain but far is that assertion from having the least Colour of truth for this Defendant finding the Replyant averse to any measures proposed by this Defendant for the better conducting the Business of the Mint from a Jealousy which the Replyant had conceived of this Defendant on Account of his being appointed to assist the Mint Master an Office which the Replyant found, He was no longer to be entrusted with did in order to Cause the Replyants mind and to prevent the many disagreeable altercations which might arise in the Course of the Business should such a Spirit prevail send a freindly and verbal message to the Replyant by one Chocapa Chitty a person employed in the Mint and who then had much of the Replyants confidence assuring the Replyant that it was far from the thoughts or intentions of this Defendant to do any thing designed by to the Prejudice or disadvantage of the Replyant but that this Defendants Sole View and intention was only to put the Business of the Mint upon a Regular and proper footing and therefore this Defendant wished the Replyant to lay aside all disadvantageous thoughts of this Defendant, but this availed not, the Jealousy at first Convinced soon grew into a Rancour which manifests itself on all occasions, as the Replyant did by his Bill of

Complaint

. Spyes to take the weight peice by peice (therefore) it is evident that it was not the Custom
of the . Mint to do so, to answer this were to waste words . The Extract produced from the
. Mint . Book appears of equal force and only proves that the whole weight when made
of the proper touch is there entered but has no Relation to the manner of Weighing &
receiving the several parcells which Compose that weight and touch . Thus defendant
does admit that it is the Custome of the . Mint to Peruse well Honour Cains upon a
Report of the Assay of a few to know endeavour made by from the whole but as a second
. Assay is always made, should any Error appear it is then Rectified . Thus defendant
does not Know that any persons have been Refused the liberty of delivering Pagodas
. Pagodas into the . Mint upon a Report of the Assay of a few indeavours taken
from the whole but he Knows that Pagodas . Pagodas have been Refused at the
. Mint without a Report of an . Assay so made, and this Defendant knows that
the Replyant hath falsely quoted a passage from this Defendants . Answer as this
Defendant has no where asserted that he is able to judge by his Naked Eye of the
Intrinsick Value of Gold, what this Defendant hath said or the Subject is that the
Mint Comicoply did inform this Defendant that in the parcel of Gold Reported Eighty
six and three quarter touch there were three peices which plainly appeared even to
the Naked Eye to be of a much inferior touch, and this Defendant does believe that to
persons used to touch or value Gold, in so great a disparity as between sixty two
and Eighty six and three quarter touch a difference may be observed by the Naked
Eye tho not the exact difference, the Replyant hath offered this averment to this Honble
Court that to know the difference between his Gold and his Report was needless this
Defendant ought to have Returned him his Pot Gold or sent for him and melted
it in his presence as to the first the Replyant would doubtless have been well pleased
that the detection should have been concealed but this Defendant conceives it to be his
Duty and to be the Duty of all mankind not only to prevent but to expose fraud, and to
the . Second this Defendant followed the orders of his principal the . Mint . Master and
could not do otherwise . This Defendant does admit that there is an Error in this
. Answer in the Instance quoted by the Replyant to wit Eighty six and three
Quarter touch which is the exact and proper touch of . Madras . Pagodas but this
is merely an Error of the Pen which this Defendant presumes will sufficiently appear
to this Honble Court by several other parts of this Defendants Answer where he
mentions the touch of . Madras . Pagodas to be Eighty six and a quarter touch and
therefore this Defendant prays this Honble Court will please to allow the said
Error to be Corrected and that instead of Eighty six and three quarter touch
may be Read Eighty six and a quarter touch whether the Replyant have

any

have been the Replyants intention in addressing this Defendant by that stile this Defendant humbly Conceives that the Replyants calling him Superintendant cannot make him so and tho that Designation improperly added to the Defendants name may admit of a Valid objection in Law yet this Defendant Conceives it was not of Sufficient consequence for him to have Refused to Receive the Replyants Letters and thereby have occasioned unnecessary delays of which the Replyant would not have failed to Complain and this Defendant further saith that tho he hath Asserted and does persist that he had no power or Authority immediately in himself by Virtue of his Office but acted solely under and by the order of the Mint Master his Principal yet the prevention of fraud and irregularities is a duty implied and inseparable from every office, the well being and Credit of the Mint depends on it and therefore in an especial manner it was the duty of this Defendant in the Case now before this Honble Court to act as he did, and the Single point, as it appears to this Defendants is, whether upon the Strong appearance of an intended fraud (as is fully set forth in this Defendants Answer) this Defendant might or might not legally the Nature of his office being considered, prevent the melting of the Replyants Gold for Coinage until he Could make his Report to the Mint Master his principal concerning the same which was on the very same day the said Gold was brought to the Mint. This Defendant cannot certainly Recollect which but is positive it was the very first Opportunity he had of making such his Report to the Mint Master which is humbly Submitted to this Honble Court. This Defendants begs leave to pass over that part of the Replyants Reply where he asserts that the Mint Master has no Authority to detain Gold and as he humbly apprehends that is not the point now under the Consideration of this Honble Court This Defendant thinks it Sufficient barely to mention the Conclusion drawn by the Replyant that because he the Replyant had entered into a Contract for the delivery of Madras Pagodas and was desirous of performing it therefore he had no intention of acting otherwise than an honest man, that is because he was alleged to deliver Madras Pagodas therefore he could not mean to coin bad Pagodas such a Conclusion from such Premisses is Refuted by the mention of it and this Defendant further saith that he Cannot assert whether Appoo the Mint Comptroller did or did not Communicate the Order which this Defendant Gave that the Replyants Gold should be preserved in the State and Condition it then was without any manner of Alteration until this Defendant could make his Report to and Receive the Orders of the Mint Master but this Defendant does persist that he gave such Order to the said Appoo who was the proper Officer for that

per prose

and produce of the Gold I sent to be Melted on order to be Assayed and expect you to pay me the amount of the said Gold as soone as you Allegatty stated

You will please to Observe that Madrass Pagodas when you seized my Gold was 13½ ℔ Cent and now they are Tene if it be not soo much Trouble desire your Answer in Writing Viz.ᵗ

To Say the Amount and pruse to the Contrary Comply your Advices for Scandalizing my Character and leading you into an Error

If You do not Chuse to Settle the Affair and do me Justice as an Honest man I shall apply to a superiour Power who will Compell You — It is much Contrary to my inclination you have drawn this Letter from me I wish and desire to execute my Departments as Assay Master Goldsmith and Refiner properly and Honestly — and am

Sir

Your most Humble Servant

Edward Edwards

For St George
8th December 1762 —

Dr ——— Mr Josias Du Pré ——— Cr

1759
November 25th To a Tott of Gold sent to be melted
Weighing Oz. 119 17 18 Touch
86 ℔ Produce Mas. Fs. 1073 9 76
@ 13½ ℔ Cent is Current Pagodas 1216 35 10 — By Ballance

For St George 8th Dec.r 1759
Errors Excepted
Edward Edwards

Assay Paper
1759 Nov.r 27th Mr Josias Du Pres Gold Assay
1 Tott of Gold Touch ..... 85 ℔
Edward Edwards

To Mr Josias Du Pre

Sir I
may inform me the Reason for your not having Seizure
of any Tott of Gold which I sent to the Gold Mint this Morning at 8 o Clock to
be melted down — I am Sir Your Most Humble Servant

Fort St George
23d Nov.r 1759

P.S. Pray observe you have had it in your Possession Edward Edwards
now near Hours & a Clock

to apprehend that the Real motive for fixing upon Dalrymple was to make Mr Edwards uneasy and thereby give You an opportunity of Gratifying some private Resentments; Considering Mr Edwards's Ability in that Art, the great Reputation of the Mint under his Management and the very bad Consequences that must attend the Coinage being carried on under the Directions of Persons who can't know any thing of the matter; such as Mr Sykes and Mr Dalrymple We cannot therefore but highly resent Your not waiting for our Directions before You took so unwarrantable a step, especially as Your case enforced by Mr Edwards, so long as the 11th August 1755 that he was Ready to instruct a Person in the Art of Assaying provided the Choice of that Person was left to Him.—

21.....In Your General Letter of the 25th March 1757 We gave You our Sentiments very fully with Respect to Mr Edwards and We expected to have found the Directions therein given immediately Complied with but although You Received that Letter on the 21st February Mr Edwards was some time before he was acquainted with the Paragraph relative to him, and upon his Signifying by a Letter to You in Council on the 7th March his ready Compliance with the same, Your ordered his Letter to be entered after Consultation without saying a Word more so that upon the Coming away of the Warwick not one step was taken to Comply with Your Directions if upon the Receipt of Your next advices We found You Continued this Disobedient behaviour, You may depend upon our highest Resentment.—

22.....With Respect to Mr Edwards, if it is not already done, We positively Direct that immediately upon the Receit of this, He be Reinstated in the Companys Service and employed again in the Station of Assay Master that he have the Choice of the Person to be instructed in the Art of Assaying, such a one as will be quite agreeable to him, as We have that opinion of Mr Edwards's Integrity and Knowledge that we are satisfied he will not fix upon an Exceptionable Person.—

23.....As We do not deem Mr Edwards to have been out of our Service by Your Suspension, He is to have the Appointments of a Covenant Servant made good to him during such his Suspension, the Gratuity of Eighty Pounds a Year as Assay Master, which last must be stopped out of the Allowance made to Mr Sykes for that Employ.—

Extract of the Mint Book for the Year 1760 and Page 1 by the

was a Caution to the Defendant to be very Carefull what steps he took to this Re-
-plyants prejudice. And therefore this Replyant humbly prays that this
Honble Court will Oblige the Defendant to make good the loss sustained by this
Replyant which loss on the said Two Vialls of Gold are more particularly
set forth in this Replyants Bill of Complaint and the Account Covered annexed
thereto. 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
Attorney for the Replyant

Extract of a Minute of Court of the 20th day of October 1758

Thomas Tanner
Vers:
William Dunn Administrator to the Goods Chattels and Credits of
James Duff deceased

Edward Edwards being sworn is examined as follows

Qu: Was the difference which You say you in your Depositions taken before the Examiner
You found in your own experiments between the Touchstone and Needles
and the Assay of Bar Gold of 3 & 4 Touch and of 1 and 2 Touch and at
one time between 3 and 4 Touch in the Sheriffs Trials for the better or worse?

An: The Experiment which he himself made by the Touchstone and Needles
out 3/4 of a Touch different from the Assay which he made and that there
was a difference on the same Gold between the Sheriffs Tryal by the Touch
Stone and this Deponents Assay of 3 or 4 Touch, both Experiments prov'd
as much better by the Assay than by the Estimation by the Touchstone
and Needles. The difference which he mentions to have found of 1 and 2
Touch between the trial of the Sheriffs and the out turn of the Metal was en-
-differently some times better; and at other times worse than the Sheriffs
Estimation.

Qu: How much p Cent is added, or deducted, for every Touch over, or under?
An: 1 and 1/2 p Cent for every Touch.

A true Extract
J. J. Mitford
Reg.

Edward Edwards

the President and Counsell for having suspended this Replyant from their Service but having due Regard to Justice to a Person who they found was suspected through Pique and one whose skill and Abilities they had sufficient proof of. It is however necessary for this Replyants satisfaction as also for those before whom this suit may appear the Reasons from whence this Resentment sprung otherwise it might be unmanagined that this Replyant was suspended the United East India Companys Service as not being Capable of Conducting the Business of an Assay Master It is because this Replyant would not in particular Instruct Mr Alexander Dalrymple one of the said United East India Company's Junior Servants in the Art of Assaying which will appear by the Extracts of the said United East India Company's Letters hereunto annexed as part of these proceedings and well known to the Defendant in particular by which the Defendants Assertion touching that matter as well as his Assertion that some of the Directors known the Direction have acquainted with this Replyants Capacity and Integrity is groundless and without Foundation as several of the Directors now in the Direction are the Persons who Entertained this Replyant as an Assay Master to the United East India Company after this Replyant had by their express direction gone through the Regular Process of a Tryal of his skill as an Assay Master before he was so Admitted That this Replyant did send on the Thirtieth day of October last a Pott of Gold to the Gold Mint to be first melted and then Coined that this Replyant did make two Assays of the three Barrs annexed in the Report annexed to this Replyants Bill of Complaint which turned out the same each time that this Replyant made Assays of the Powder and it Came out Eighty six and a quarter Touch the proper Standard But had the Defendant reason to suspect afraud it was the Defendants Duty to take that opportunity of sending for this Replyant to see the said Pott of Gold opened and taken a minute from the Powder on which the Defendant this Replyant and the Companys Seal should have been put therefore in order that the same might be sent to a Regular Assay Master to have the same Assayed This Replyant denies the Defendants Assertion of this being informed that that the Batavia or Negapatam Assay of the said Gold did not appear of so high a Touch as this Replyant had Reported the said Gold for this Replyant has enquired of the Merchant of whome he bought the said Gold what was the Difference between this Replyants Report and the Dutch Assay Report who says that he does not Remember that there was any Difference or that ever mentioned that Circumstance to the Defendant the Most Confidently or any other person whatsoever This Replyant is not accountable for any thing that is done when his Seals are broke off the Assay as the

annexed to the Defendants Answer which this Replyant did then and does now think very proper But this Replyant finding that the Defendant was still Resolved to prevent this Replyant carrying on his Business this Replyant sent for the said Pott of Gold which was at first Refused by the Mint Conicoply Appoo but was after sent to this Replyant but by the Defendants preventing the said Gold to be Melted in manner aforesaid this Replyant did during that Interval from the time it was sent to the Mint to the time it was Delivered back lose on the Exchange of Madrass Pagodas which were Thirteen per Cent better than Current Pagodas as also by this Replyants being obliged to Melt it himself into Powder and afterwards by the Mint Masters orders into Bar before it could be Coined the Sum already set forth in this Replyants Account Current and which was owing to the Defendants not permitting the said Pott of Gold to be Melted when first sent to the Mint This Replyant believes he may be Mistaken in Regard to the Defendants making a Tryal of the said Gold However this Replyant conceives that the Defendant is Accountable to him by his Illegal and Unlawfull proceeding for the Amount of this Replyants demand as already set forth in the Bill of Comptaint This Replyant cannot admit that the Defendant would willingly have been Silent in Respect to this Replyants Conduct Capacity and Integrity and Confined himself to the Merits of the present Suit for this Replyant is sensible from the Defendants proceeding from the time he was appointed to Assist and Superintend the Mint he has made it his sole Study to prevent this Replyant carrying on his business as will appear by the present Suit and that what he has Asserted in his Answer touching this Replyant is no more than what he has Published to most People in this Coloney though this Replyant flatters himself it cannot prejudice his Character either as a Goldsmith Refiner or Assay Master as this Replyants Capacity in those Branches is well Known in Europe to the Court of Directors of the United East India Company as one who Understands his business and at the time this Replyant made application to the Court of Directors of the United East India Company this Replyant was obliged to go through a Regular Process or Examination before Joseph Harris Esquire Assay Master of his Majestys Mint in the Tower of London and Messeurs Phillip Garden and William Burrows Assay Master and also before Messeurs Alcroft and Haywarr the United East India Companys Refiners in London and this Replyant further begs leave to observe that the General Standard is at least as strictly and Carefully observed as in the time of his late Predecessor Mr Sidney Foxall and that the Defendant has pitched upon a Report of those Musters which happened to prove

some

Defendant would not permit the said Gold to go through the Regular Process in order that it might be Coined and therefore this Replyant conceives that such quotation can bear no such Interpretation or be Construed in the manner the Defendant would endeavour to make it as it was impossible for this Replyant to perform his Contract but in specie and not in Bullion but this is Sufficient to shew how Ready the Defendant is to catch at any thing that may bear an Interpretation or has the appearance of this Replyants having sent the said Gold to be Coined without an Assay But this Replyant does not doubt but he shall be able to oversett any thing that the Defendant may advance Regarding this Replyants having sent the said Gold to be Coined for the Defendant does acknowledge that part of the Powder of the said Gold after being melted was sent in order to be Assayed before Coined and which is what is Customary and the same method was observed in the other seven Potts as in the former and the first Report sent with the said Gold was not sent as an Assay Master but as Refiner the Assay Masters Report being different and made on the Gold when Melted for Coinage which Report is always sent by this Replyant and Received by the Defendant and had the Defendant looked on the former Report as an Assay Report it was his Duty to have had the said Gold Melted and Coined and not have permitted a part of Master to be sent in order to have an Assay a second time as he had the sole Management and Inspection of the Coinage as is very evident from his Proceedings though it nowhere appears that the Defendant had any previous orders from the Mint Master to make Tryal of Gold by Rubbing and melting peice by peice such Gold as was sent to the Mint by which Tryal and Detention the said Gold was Stopped in the Melting and Coinage from the Twenty third of November last to the Twenty seventh before he made such Report to the Mint Master at which time it appears he Received his Orders from the Mint Master touching the said Pott of Gold and not before and the Defendant finding that it what he did was not with the Consent advice or Direction of the Mint Master Yet he would under the Artfull pretext of only being an Assistant and not a Principal throw the whole Burthen of his Unlawfull and Unjustifiable proceedings on the Mint Master in order to prevent this Replyant obtaining his just Right Yet it nowhere appears that the Mint Master ever interfered in this Affair untill the Defendant made Report upon the Advice of the said Oppoo the Mint Concoply and the Defendants experienced Shroffs whose Judgment or Skill in the Tryal of Touches can never be so exact as that of an Assay Master is very evident from the United East India Company being under the Necessity to Allow an Annual Salary to an Assay Master which might be avoided when such expert Shroffs are so

did not agree with the Report which was the Cause of its not being Melted (as will appear by Copy of the said Letter annexed to the Defendants Answer which this Replyant prays may be admitted as part of these proceedings) the Defendant therefore ought to have sent back the said Pott of Gold to this Replyant in the same Condition or sent for this Replyant and Melted it in his presence by which this Replyant might have been Satisfied that the said Gold had not undergone any irregular Process of Rubbing or Melting peice by peice by which the Gold could not be Adulterated but instead thereof he acquainted the Master with his proceeding as he was conscious to himself that this Replyant would have made a discovery of his unlawfull and unjust proceeding during the Detention of the said Gold as it will known that Bullion of what kind soever is of so tender a Nature that it is very easy Adulterated and ought not to be left in any Persons Custody without being Sealed up especially in the case of the Pott of Gold which partly consisted of small Grains, and the person who so detains it or is the cause of such Detention which in Effect is the same thing must be Accountable to the Proprietor for any Loss that arises thereon as it is very easy to put in a peice of Allay or Course Gold into a Parcell or Pott containing many peices or Grains both by Dishonest or Designing Persons especially at a time when the business of the Mint was carried on under the Defendant who is unacquainted with the business which he Assumes to undertake as an Assistant to Superintend the Mint which this Replyant conceives is giving too great an opening to frauds which are easily perpitrated where Potts of Bullion contain many peices and Grains of Gold as was the present Case and where the Allay is also in Grains intermixed with small Charcoal or Charcoal Dust nor was it possible for the Defendant to know whether he Weighed Allay or Gold when the said Bullion was covered with Charcoal Dust and this Replyant does aver to make Oath that the said Bullion had it been melted into Powder would have turned out Eighty six and a quarter Touch the proper Standard of Madrass Pagodas which this Replyant told the Mint Master on his sending for him had not the said Gold gone through such irregular Process as already urged and in order to shew to this Honble Court the little Knowledge of the Defendant even of the Standard of Madras Pagodas the Defendant has Asserted in his Answer that the Mint Master told him that had the said several Parcells being melted together into one Mass would turn out, Eighty six and three quarter Touch which is the Exact and proper Touch of Madrass Pagodas whereas according to the Opinion of the experienced Shroffs the whole Mass would be about Eighty five and a quarter more or less which Report of the Shroffs as also that of the Tryal of the said Gold was kept secret from this

of the said Gold contained on the Pl and which were agreeable to the Repartation Notice & and annexed to the Defendants Answer and had the one hundred and Thirteen Pieces been Twenty Weights of Gold been Melted together they would have produced Eighty Six and three quarter Touch and the six Pieces three penny Weights would have turned out seventy eight and three quarter Touch and the whole melted in one Mass with the Allay would have been eighty six and a quarter Touch the proper Standard of Madras Pagodas as to which Correction the Defendant may have given the said Moodie the Mint Surveyor after the said Pl of Gold was Carried to the Defendants Apartment this Replycant is unacquainted with But this Replycant denies that the said Appoo Mint Comptroller did ever signify to the Mint Undertaker Her Replycant Charley that the said Gold should be preserved in the State and Condition it then was without any manner of Alteration This Replycant denies that it was ever an established Custom in the Mint to weigh Gold piece by piece or each parcell distinctly when sent to the Mint to be Melted in order to be Coined when this Replycant formerly had the inspection of the Coinage under the Mint Master even if there had been Fifty or more different pieces of Gold sent in a Pl to be Melted in order to be Assayed and Coined but only to take the Gross Weight This Replycant must also observe that if Tangaraiah the Person by whom this Replycant sent the said Pl of Gold to be Melted would not permit the said Appoo to take the Weight piece by piece it is very evident that it was not the established Custom of the Mint to Weigh Gold piece by piece but this Replycant absolutely declares that he never gave the said Tangaraiah an order to Refuse the said Appoo or any other Person the liberty of Weighing the said Gold piece by piece or in any other manner and for proof to prove what this Replycant asserts that it is not an established Custom to Melt and Rub Gold piece by piece he Annexes hereto as part of this Replycant Extract from the Mint Books whereby it appears that it was the former and present Custom practised without such Custom has been altered since the Commencement of the present Suit to Receive Bullion into the Mint without weighing or trying each Seperate piece for the Defendant as Assistant to Superintendent in the Mint has delivered different sorts of Rupees and Gold Mohurs on the Assay of a few of each to be Coined account the United East India Company but this Replycant as well as many other Merchants have been Refused the Liberty of Melting Coin Negapatam Pagodas on an Assay of a few pieces promiscuously taken out of a Parcell to deliver into the Mint to be Melted with other Gold although it was an established Custom when this Replycant inspected the Mint under the Mint Master as also as far as this

Replycant

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Read and Filed the
29th April 1760

The Replication of Edward Edwards late of the City of London in the Kingdom of Great Britain Goldsmith Prisoner and Freeman of the City of London but now of Fort Saint George on the Coast of Choromandel Assay Master to the United Company of Merchants of England trading to the East Indies Complainant to the Answer of Josias Du Pre also of the same place Merchant Defendant

This Replicant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the many Errors untruths and Imperfections in the Defendants Answer contained for Replication thereunto saith That all the matters and things in this Replicants Bill are true as the same are therein alledged and set forth and that the Answer to the said Bill is very untrue Imperfect and Insufficient in the law to be Replyed unto and this Replicant further saith That the Defendant must be Accountable to this Replicant for his Unlawfull and Unwarrantable Act touching the Damages sustained by this Replicant as this Replicant does not admit that the Defendant had any Authority to detain this Replicants Gold or prevent the Melting thereof and notwithstanding the Defendant would endeavour to persuade this Honble Court that he is not a Principal in the Conduct and Management of the Mint or Superintendant of the Mint yet the Defendant has Received Letters addressed to Him as Superintendant and that it will appear by an Extract of the Consultations under date the third day of October One thousand seven Hundred & fifty Nine hereunto annexed as part of this Replication that the President & Mint Master Desired that the Defendant might be appointed his Assistant to Superintend the Mint and that this Replicant should be confined to the Duty of Assay Master which Request was accordingly Granted the Mint Master by the Members who Composed that Council Agreeable to his the Mint Masters Request which this Replicant humbly Conceives contradicts that part of the Defendants Answer wherein he denies that he was Superintendant but on a Supposition that it was as the Defendant sets forth he had no Authority in himself by Vertue of his Office but acting solely under and by the order of the Mint Master his Principal then this Replicant humbly Conceives that the Defendant by his own Confession had no Authority to prevent this Replicants Gold being melted consequently still Answerable for such transaction as it no where Appears that he had Received Orders from the Mint Master to Melt and Refine this Replicants Gold or prevent it's being

melted

Sir

I have Received Yours in Answer to mine of Yesterday and am unwilling to think that You meant to hinder me from trading tho' I have great Reason to believe so, or that you are Endeavouring to Stop the Honble Company's Mint, The Pot of Gold I Sent yesterday to the Gold Mint at Ten o Clock in the Morning to be melted down which is the usual Custom in order to be Assayed I Sent as a Gold smith and Refiner a Branch of Trade I served my time to and do not Chuse to instruct Mr Josias Dupré therefore he must Expect no other Reports from me than an Assay Paper with the touch of said Gold after it is Meted according to the Custome of his Majesties Mint in the Tower, and Shall Therefore acquaint him at the same time whether I shall be pleased to have any said Pot of Bullion Coined or not

I am Sir
Your Most Humble Servant
Edward Edwards

Fort St George
29th December 1759

To Mr Josias Dupré Superintendant

Copy of Mr Dupre's Letter

Sir

I was Yesterday at the Mount and am just returned, I observe by your Letter to me you have sent a Pott of Gold to the Mint to be Melted down in order to be Assayed I am doubtfull whether I right ly understand Your meaning and therefore beg the favor of an Explanation, If you mean that it should be Melted in order to be made into Powder in the Usual Course of the Mint and there to be Assayed, be pleased to send me as You do all other Gold to Report of the Touch of the several parcells If You mean to have it melted down in Order to form a Mass that You may Assay and Report that Mass in order to have it afterwards Reduced to Powder and Assayed again according to Custom, in that case I apprehend this to be of the Nature of a private Transaction not Cognizable by the Mint Master who can Receive no Gold into the Mint to be Coined without being certified of the Weight and Quality, Be pleased to explain this Matter to me that I may take the Governors Directions if it be out of the Usual Course

I am
Sir
Your Most Humble Servant

Fort St George
29th December 1759

To Mr Edward Edwards

must wrong sirtly Sustained &c —

Jas Du Pre
Archdale Palmer
Ald[r] for the Defendant

Copy of the Assay Masters Report

Lott containing
N° 1 ..... 113 .. 12 .. 6 Touch 86 3/4
Negapatam P[a] ... 6 .. 3 ..... 78 3/4
Allay ..... " .. 2 " 12 .....
82 119 " 17 " 18 —

Fort St George 23[d] November 1759 —

Edward Edwards

Sir

By the Letter which I Received from You last Night I am very much Surpriz'd at, to send the Superintendant of a Mint should send from thence an Assay of a Lott of Gold to be Assayed and not Know who is the Proprietor, and it was brought to me from the Mint Solely my Duty as Assay Master and not Warrant the Touch as Reported when my Seal was taken off

The small peice of Gold You sent me I Assay and send You the Report

I am
Sir
Your Most Humble Servant
Edwd Edwards
Assay Master & Refiner

Fort St George
20th November 1759 —

To Mr Josias Du Pre Superintendant

Copy of Mr Du Pre's Letter

Sir

I have Received your Letter and by it Guess at your meaning the Case stands thus, You sent a Lott of Gold to the Mint to be Coined upon weighing

did send a Pot of Gold weighing three Hundred and ninety five Ounces seventeen Grains and twelve penny Weights and the same was accordingly Coined and some of the said Pagodas having been preserved upon Suspecion that they were not equal to their proper touch this Defendant having been informed that it appeared by a Batavia or Negapatam Assay Paper of the said Gold that it was not of so high a touch as the Complainant had Reported it to be this Defendant did afterwards send some of the said Pagodas (being first Melted into a Lump) to the Baron Van Eck Governor of Negapatam Requesting that he would get the same Assayed by the Assay Master there and Return a Report thereof to this Defendant in Consequence whereof the said Baron Van Eck did cause the said Lump to be Assayed and did Return a Report thereof this Defendant the said Original Report being hereunto annexed the Defendant prays that it may be taken as part of this his Answer, by which Report it appears that the said Lump was no more than Twenty Carrats and four and three Quarter Grains which is something less than Eighty five touch whereas the proper touch of Madras Pagodas is Eighty six and a Quarter, This Defendant having thus Minutely Answered every part of the Complainants Charge concerning the Pot of Gold sent to the Mint the twenty third of November proceeds now to Answer his charge Concerning a Second Pot of Gold sent afterwards to the Mint and for the sake of perspicuity he Craves leave first to lay before this Honble Court a Narrative of that Transaction and then more particularly to Refute the Complainants Assertion On the twenty eighth of December this Defendant being at St Thomas Mount which is at the distance of about Nine Miles from Town in the Afternoon a Letter sealed was brought to him from the Complainant Signifying that he had sent a Pot of Gold which he desired to have Melted down on purpose to be Assayed upon which this Defendant Returned to Town early the next Morning and it being Contrary to the Custom of the Mint to Receive Gold without an Assay and only to be Melted down as is more particularly set forth in the former part of this Answer and this Defendant apprehending that the Complainant had sent the said Pot of Gold in this unusual manner in hopes that the Defendant would have taken some step of which he might avail himself to this Defendants prejudice, this Defendant immediately upon his arrival in Town the Twenty ninth of December in the Morning wrote to the Complainant desiring that he would explain his intentions with Respect to the said Pot of Gold as this Defendant was doubtfull whether he rightly understood them, that he might take the Governours (meaning the Mint Master's) Directions thereon if he desired any thing contrary to the Custom of the Mint to which Letter this Defendant received an Answer from the

Complainant

quarter that out of seaventy two Arcot Rupees so Assayed on the Tower not one of them was equal to the proper touch that one of them was seven so low as the standard of England some two penny Weights and the Majority three and three and half penny Weights better than Standard Whereas the proper touch of Arcot Rupees should be four and half penny Weights better than standard and that out of sixty four Madras Rupees so assayed on the Tower not of them was equal to the proper touch but the Mayor part of them was from Eleven to thirteen penny Weights better than standard whereas the proper touch of Madras Rupees should be fourteen and half penny Weights better than standard The Defendant leaves these Facts to speak the Sincerity and Integrity of the Complainants as an Assay Master who if he thinks it to his Advantage may produce the Original Accounts from which they are taken This Defendant hath also Reason to know that the said Court of Directors have Written to the President and Councel of this Settlement concerning the said Assays and for the information of this Honble Court and begs leave to annex hereto Extracts therefrom dated the twenty fourth day of January one thousand seven Hundred and fifty three the thirty first day of January One thousand seven Hundred and fifty Nine Eleventh day of December one thousand seven Hundred and fifty five and fifth March one thousand seven Hundred and Fifty seven which Extracts it may be taken notice of this his Answer by which Extracts it Appears that the said Court of Directors were not satisfyed with the Conduct and proceedings of the Complainant since they do Complain that the Coins are short of their Standard and Repeatedly enforce their Orders to the said President and Council to take the utmost Care that the Coins be Kept to their proper Standard and particularly in that of the thirty first day of January one thousand seven Hundred and fifty five wherein they do enjoin the said President and Council frequently to Call upon the Assay Master and Contractors and to enquire into their Conduct and proceedings so that unless the Complainant will deny that the Court of Directors who of their own free will chose him to be their Assay Master at Fort St George have a power to subject his Conduct to Controul and Examination he must acknowledge that he is not the sole Judge of the Touch and Weight of the Coins but that the President and Council are immediately and particularly not only empowered but even obliged to enquire into his Conduct in that Respect, he must also acknowledge that the Mint Master by his Office is entrusted with the full and whole Execution of that power subject also to Controul of the President Council and that this Defendant as Assistant to the Mint Master does by Delegation profess so much of that Power as is necessary to prevent immediate frauds until the Mint Master can be informed of them

at this Settlement and does admit the same to be a true Copy thereof and prays that it may be Admitted as part of this Defendant's Answer, strong as this proof is, this Defendant Conceives it cannot escape the Observation of this Honble Court that the Complainant has still produced a Stronger, by flatly Contradicting himself and avering in one part what he denies in another to mark out this Contradiction the more strongly to this Honble Court This Defendant Craves leave to Quote and insert the Passage to Wit, the Complainant in one part of his said Bill of Complaint saith "Now "Your Orator begs leave to Acquaint this Honble Court that the said Gold was only "sent to the Mint to be Melted not Coined as the said Josias Dupré has asserted" "and in another part of his said Bill he expresses himself thus" And Your Orator "further sheweth unto this Honble Court by the Unwarrantable proceeding of the said "Josias Dupré" and Contrary to the Custom of the Mint's Your Orator has been "Prevented Coining the said Gold and Performing a Contract which he was obliged "to make good &c." But altho' the Defendant conceives that these involuntary proofs offered by the Complainant against himself are amply sufficient to Evince the Complainants intended Evasion Yet to Remove from the Complainant all Possible Colour of pretence that said Gold was sent to the Mint only to be Melted and not Coined This Defendant doubts not but he shall be able to prove to this Honble Court that it is not the Custom of the Mint to Receive Gold In to the Mint to be Melted only and not Coined but on the Contrary that all Gold sent and Received into the Mint is so Received in the Sole intention of Coining it and for no other purpose whatever, the Coining of Speice being the only and sole Business of the Companys Mint at Fort St George and as a still further proof that the said Gold was sent to the Mint in other intentention that to have it Coined this Defendant begs leave to Refer to the Copy of the Report the Complainant sent therewith on the twenty third day of November whereby it appears that the said Gold had already been Assayed since the Complainant did therein express and Report the supposed touch of the several Parcells of Gold which several parcells so expressed in the said Report being Compounded together did Produce (with the Addition of the Allay also mentioned in the said Report) exactly Eighty six and a Quarter touch the Standard of Madras Pagodas and This Defendant further saith that as the said Gold hath never been in his Custody or Profession he cannot on his Knowledge affirm that no part of the said Gold hath been Melted or Rubbed peice by peice by the Mint People as the Complainant hath alledged but doubts not that he shall be able to prove that the said Gold hath not been so Melted or Rubbed by the Mint People or undergone any other

Process

further explanation thereof But this Defendant upon enquiry finding that the said Report was meant as the Report of the Complainants Gold although he thought proper to call it this Defendants, this Defendant did again write unto the Complainant in Order to prevent mistakes and that the Complainant might not have any Colour to pretend that this Defendant had by Receiving the said Report accepted and taken the said Gold for his own Account or that the said Gold was forcibly detained from the Complainant and therein amongst other things did inform the Complainant that his Gold remained in the Mint and that he might either have it coined or do otherwise with what he would which Original Letter from the Complainant to this Defendant dated the twenty eighth day of November and a Copy of this Defendant's answer dated the same day are hereunto Annexed and the Defendant prays that they may be admitted as part of this his Answer but the Complainant hath never to this Defendants Knowledge from the time he first sent the said Gold to be Coined on the twenty third day of November unto this day sent for or demanded to have the said Gold restored to him or to have the same coined but the said Gold hath ever since the said Twenty third day of November Remained in the Mint as this Defendant is informed in the Charge and Custody of the said Ramalinga (to whom it was delivered by the Complainant's Servant or Agent on the said Twenty third day of November and whose Duty it is in the Mint to Receive the Gold brought to be Coined and to deliver the Produce when Coined (except only the short space of time between the taking a Muster of the Powder by the Mint Surveyor and the Return of the Complainat's Report of the touch thereof during which space of time the said Gold Powder was seald up and left in the Charge and Custody of one Tanganah the Goldsmith employed by the Complainant and the very same Person who is said in the Complainant's Bill to have been sent with the said Pot of Gold to the Gold Mint on the Twenty third day of November so that if the Complainant hath suffered any Loss or damages on Account of the said Gold so Remained in the Mint such Loss or damage can be chargeable only to his own Default or Neglect as the said Gold hath ever since the said twenty third day of November been ready and still is Ready to be delivered to the said Complainant whenever he shall demand the same or the said Complainant may (as was Signified to him by this Defendant's above recited Letter (have the same Coined provided the said Gold be first brought to the just and proper touch, This Defendant having thus given a true and faithfull Narrative of the Whole transaction on which the Complainant hath founded the first part of his Charge proceedeth now to Answer more particularly thereto and first the Defendant Absolutely denies that he did Seize or cause to be seized or Attempt

should be preserved in the Stab and Condition it then was without any manner of Alter-
-tion untill this Defendant could make his Report thereof to the Mint Master and
Receive his Orders concerning the same and this Defendant further saith that he
accordingly make his Report thereof to George Sigot Esqr Master who took some
time to Consider what was Proper to be done in order to detect the intended fraud (if any
there were) and after two or three Days the Defendant did Receive Orders from the said Mint
Master to send for some experienced Shroffs and to get them to try the Quality of the said
Gold by Rubbing or touching the same according to the Manner and Custom of Shroffs
that a Nearer Judgement might be made whether the said four Ounces and eleven Penny
Weights of Gold was Really Coarser than it was as aforesaid reported to be and this
Defendant further saith that in Consequence of the said Order he did procure three
Shroffs by Name Moodoo Krishnaty (since Deceased) Ramah Chitty and Venkatashia
to touch the said Gold but as the said Gold could not be so accurately touched in the
Lumps as if it were hammered into paper Needles for touching a small piece was cut
off from that part of the Parcell of Gold weighing one Hundred and Thirteen Ounces twelve
Penny Weights and six Grains which was Reported to be Eighty six and three
Quarter touch and supposed to be so, and two small Pieces from that part of the
said Parcell which was supposed to be inferiour each piece so cut off weighing
about half a Pagoda weight a little more or less and of those three pieces so cut off the
two pieces supposed to be coarse were in this Defendants presence heated but
not Melted in a Charcoal fire in Order to Render the same more Malliable and
then hammered into the Shape of what is termed by the Shroffs a touch Needle but the
other piece so cut off and supposed to be of the Reported touch being too brittle to bear
hammering even with heating was Melting upon a hollow piece of Charcoal in the
same fire and there hammered into the Shape of a touch Needle also and those three
pieces of Gold so hammered into the Shape and form of a touch Needle were delivered
in the Presence of this Defendant to the said Moodoo Krishnaty, Ramah Chitty and
Venkatashia who after trying the same by Rubbing on a small black Stone according
to the manner and Custome of Shroffs did inform this Defendant that they could
not take upon them to say what was the exact touch of the said Gold but that they
did verily believe one of the said Needles to be of eighty six and three Quarter touch
that one other of the said Needles they did judge to be about sixty two touch
and the other of the said Needles they did judge to be about sixty touch of all
which this Defendant did make his Report to the Mint Master and this Defend-
-ant further saith that shortly after he was sent for by the Mint Master who
informed him that the Complainant had been with him and did aver that notwith-

Defendant

Reply of the Defendant Appoo
Court the 18th March 1780

lodged with the Register before the Hours of Nine o'Clock in the forenoon of the day preceding the Sitting of the Court, This Honble Court was pleased to Refuse this Defendant the Benefit and Advantage of Demurring, all the reason whereby impossible for this Defendant to have Complied with the said Order, as the Notice to Appear was not served upon him until Wednesday the twenty=eth day of February and he actually did not obtain from the Register of this Honble Court a Copy of the Bill of Complaint until the day immediately preceding the day of Appearance and the Sitting of this Honble Court to how the time Limited by the said Order for Answering all Proceedings to the Register was actually elapsed and this Defendant is informed it hath been the Usage of this Honble Court in Particular Cases to dispense with the strict observance of the said Order and to enforce the same only where there Appears a Willful Neglect and Delay But this Defendant being thus Precluded from the Advantage of Demurring and thereby put to Answer upon the Merits of the Cause He craves leave in Order that this Matter may be the more clearly understood first to lay before this Honble Court a plain Narrative of the Whole transaction and then more particularly to Answer the Several Allegations set forth in the Complainants Bill, and first this Defendant saith That on or about the twenty third day of November last past about ten of the Clock in the Morning the Mint Surveyor named Moodo came to this Defendant on his own Appointment Accompanied by another Person to this Defendant unknown or not at the time by him remembered bearing in his hands a Pot which the said Moodo informed this Defendant contained Gold belonging to the Complainant and Peyeresonter that the Complainant having waited an Hour for the Mint Comcopply by Name Appoo (who was Absent) to take the Weight of the said Gold, He the Complainant could wait no longer, and therefore desired that the Mint People might be Ordered to Receive the said Gold and Made use in the Usual Course or Words to that or the like Effect, and the said Moodo Mint Surveyor did at the same time Deliver unto this Defendant a Paper or Report Signed by the said Complainant expressing the Weight and Touch of the Several Parcells of Gold said to be Contained in the said Pot a Copy of which Paper or Report is hereunto annexed for the inspection of this Honble Court and this Defendant prays that it may be taken as part of this Defendants Answer and this Defendant further saith he sent Apartments where the said Pot of Gold was so brought not being the Proper or Usual place for transacting the Business of the Mint he did Direct the said Moodo Mint Surveyor to carry the same into the Gold Mint and promised to send for the said Appoo Mint Comcopply to take the Weights thereof according to the Usage of the Mint and did accordingly send for the said Appoo Mint Comcopply and direct him to go and Weigh off the said Gold in the Mint in the Usual Manner and this Defendant further saith that the said Appoo Mint Comcopply soon after Returned and informed this Defendant that the

People

Mr Edwards's Account of Gold Delivered to the Mint Offr

1759

October.... 16 Sent to the Melted one Pott Madras Pagodas ..... Melted Offr

N 1 Cake	102 : 2 : 12 Touch	87 : —
30 Bar	8 : 17 : 9	76 3/4
	110 : 19 : 21	

18 : 4 Potts Madras Pagodas Melted

N° 59 Bar	127 : 8 : 18 Touch	91 3/4
60 .. Do	74 : 4 : —	91 3/4
2 .. Do	62 : 9	94 : 1/4
31 .. Do	29 : 6 : 12	63 : 1/2
30 Do	20 : 15	74 : 1/2
38 .. Do	1	1 : 1/2
20 .. Do	60 : 18 :	91 —
19 .. Do	29 :	92 : 3/4
26 .. Do	35 : 2 :	92 : 3/4
28 .. Do	27 : 1 :	73 : 3/4
17 Do	25 : 16 :	60 : 3/4
6 Do	32 : 10	66 : 3/4
27 .. Do	32 : 18	88 : 1/2
30 .. Do	7 : 1 :	76 : 3/4
1 Cake	6	72 : 1/2
Mordores	23 : 6 :	97 : 1/2
1 Pott Madras Pagodas Melted	12 : 19 : 15	91 : 3/4
	616 : 7 : 21 :	

30 : 2 Potts Madras Pagodas Melted Offr

N° 31 Bar	119 : 12 : 12 Touch	91 —
31 .. Do	122 : 9	93 : 3/4
30 .. Do	12 : 3	9 : 1/2
Allay	32 : 13	
	346 : 17 : 12	

November. 6 : One Pott Madrass Pagoda Melted

N° 1 Cake	96 : : Touch	97 1/2
1 Do	33 : 17 :	84 : 1/2
Pondicherry Pagodas	38 : 19 : 6	79 : 3/4
Allay	9 : 12 : —	
	172 : — : 6 :	

23 : One Pott Madrass Pagoda Melted

N° 1	113 : 12 : 6 Touch	86 : 3/4
Negapatam Pagodas	6 : 3	78 : 3/4
Allay	: 2 : 12 :	
Offr	119 : 17 : 12	

Edwards Edwards

Josias Dutre is hereunto annexed for the Inspection of this Honble Court and whole your Orator prays may be Admitted as part of this your Orators Bill of Complaint.
But now so it is may it please this Honble Court the said Josias Dutre Wrong-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 Conscience. To the end Therefore that the said Josias Dutre may upon his Corporal Oath a true and perfect Answer make to all and Singular the matters and things hereinbefore Alledged and set forth as fully truely 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 order part of the said Pots of Gold to be Melted and by what Authority or advice that he did it as also whether it is Customary to do so when Merchants send their Gold to be Melted at the Mint whether he did not send for one Chittiapah Chitty of Madraz Merchant of whom Your Orator had bought Gold before the first Pot was sent to the Mint and ask him if the first Pot of Gold was not his the said Chittiapah Cobidas Property and what were his Reasons for so doing also whether the said United Company of Merchants of England trading to the East Indies have not from time to time wrote and to this Hour signifying their Approbation of Your Orators Skill and Knowledge in the Art of Assaying and that the said Josias Dutre be Decreed to Pay unto Your Orator the aforesaid Sum of One thousand two Hundred and Fifty one Pagodas ten fanams and forty Cash being the Ballance of the Account Current also 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 Josias Dutre to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Bounds 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 do and to and abide such Order and Decree thereon as to this Honble Court shall seem Meet.

John Palmer
Attorney for the Complainant

Assayed according to Custom under the Care and Charge of one Tangarith a Gold Smith of the said Mint weighing in the whole Ounces of Different Touches One Hundred and Nineteen seventeen Ninny Weights and eight Grains which when Melted together would have produced the Sum of Madras Pagodas One thousand and seventy two Ninefanams and seventy five Cash which at the Exchange at that time were Thirteen and a half ℘ Cent better than Current Pagodas. But about a quarter of an Hour after the said Gold was sent to be so melted the Surveyor of the United Company's Mint Named Moodeli brought word to Your Orator that the said Josias Du Pré Superintendant of the said Mint had Seizure of the said Pot of Gold but upon what Account the said Moodeli could not inform Your Orator whereupon your Orator wrote a Letter to the said Josias Du Pré at four of the Clock in the Afternoon on the said Twenty third day of November desiring to Know why the said Pot of Gold was so Seized as also to let Him Know that he had been in Possession of the said Pot of Gold six Hours to which Letter no Answer was Returned untill the twenty seventh day of November following during which Interval some part of the said Gold was Melted and Rubbed peice by peice not only by the People belonging to the Mint but by other Shroffs In which Answer are these Words "You (meaning your Orator) sent a Pot of Gold to the Mint to be Coined upon Weighing it it was found not to Agree with the Report and the Coinage was therefore stopt untill the Mint "Masters Directions could be taken" by which Passage it appears that the said Josias Du Pré charges your Orator with having sent Gold to the Mint to be Coined the Weight of which did not Agree with the Report which was the Cause of its not being Coined, now your Orator begs leave to acquaint this Honble Court that the said Gold was only sent to the Mint to be Melted (not Coined as the said Josias Du Pré has Asserted) which said Gold weighed agreeable to your Orators Report and would have turned out if Melted all together Eighty six and a quarter Touch but by the unusual Process Melting part of the said Gold and Rubbing Peice by Peice according to the Custom of the Black People occasioned a Loss both as to touch and Weight and as a Proof of Your Orators Assertion the said Gold turned out only Eighty five and a half instead of Eighty six and a Quarter Touch on Assaying. But on a Supposition that the said Gold did not agree with the Report neither the said Josias Du Pré or any other Person had Authority to seize or detain it as your Orator is the only Person who is to be the judge both as to Touch and Weight and as a Proof of your Orators Knowledge of the Business of Mints and Assaying Your Orator has been Assay Master to the United Company of Merchants of England trading to the East Indies on the Coast of Choromandel upwards of Ten Years during which Interval your Orator has always discharged his Duty therein Honestly which the said Josias Du Pré must be sensible of, as having seen what the said United Company of Merchants of England trading to the East Indies have wrote from time to time Relating to the Assays made in the

of

being produced as a Witness on this Cause on the part of the Defendant was on the 29th day of October 1761 sworn at the Office of Mr. Archdale Palmer Attorney for the Complainant by Comissa. who left a Note of the Name Title and place of Abode of the said Moodoo Kistnah Mallabund 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 10 Years and the Defendant 30 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith that he does not Know whether the Defendant was bound for a Moor Man to one Bell Chitty and does not Know but has heard that he is indebted to the Complainant but Knows not how had Amount or how the Debt arose and more saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith that he has heard that there was a Suit in the Mayors Court between the Complainant and Defendant but does not Know of its being withdrawn and saith that to his Knowledge the Defendant did all Merchandize for the Complainant as a Broker, that the Reason of his Knowing it was owing to his this Deponent being Concerned to the Renters of the Town Brokerage And further saith not to any particular Question ingquired of in this or the last Interrogatory

Mad. Clarke Dep.

Moodoo Kistnah

Mayors Court at Madraspatam

L.S

Tuesday the 16th day of March Anno Domini 1762

Mayors Court

PRESENT

John Lewen Smith Esquire Mayor
Peter Marriette, John Debonaire &
Thomas Pomeroy Aldermen

Between Gregory Jacob of Madras Merchant Complainant and Carrabacca Narrain a Native of the same place Merchant Defendant

THIS Cause coming on to be heard and debated this day in the Presence of the Attornies on both sides on Reading the Complainants Bill with an Account thereof annexed the

The same Day being sworn and Examined Deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he has Known the parties Complainant and Defendant in this Cause 20 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he Knows the Defendant was bound for a Moor man to one Coll Chuttee but does not Remember for what sum of Money and saith that he does not Know whether the Defendant is Indebted to the Complainant, And further saith not to this Interrogatory—

3d ..... To the third Interrogatory this Deponent saith that he does not Know whether there was any Suit in the Mayors Court between the Complainant and Defendant or whether the Defendant did Sell any Merchandize for the Complainant as a Broker And more saith not to any particular this or the last Interrogatory on ——

Quashed by Order of Court 15th March 1762

Mahl Cantze &c

Tondanah Cundapah

Mayors Court at Madraspatnam

Between Goracha Jacob Complainant
And Cambacca Namain Defendant

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

Costa Soobiah of Madras Merchant Aged 33 Years or thereabouts being produced sworn and Examined as a Witness in this Cause On the part of the Defendant was on the 26th day of October 1761 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comacapah who left a Note of the Name Settle and place of Abode of the said Costa Soobiah and afterwards on the same Day being sworn and Examined deposeth as Follows ——

1st ..... To the first Interrogatory this Deponent saith that he has Known the Complainant 10 Years and the Defendant 13 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he Knows the Defendant was bound for a Moor man soon Coll Chuttee but does not Recollect for what Sum of Money and saith that he does not Know whether the Defendant is Indebted to the Complainant and more saith not to this Interrogatory ——

3d ..... To the third Interrogatory this Deponent saith that he does not Know whether there was any Suit in the Mayors Court between the Complainant and Defendant nor does he Know whether the Defendant sold any Merchandize for the Complainant as a Broker And further saith not to any particular

Quashed by Order of Court 16th March 1762

Mayors Court at Madraspatnam }

Between Gregorach Jacob Complainant and Cambacca Nainain Defendant

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

Verapah Chitty of Madras Merchant Aged 42 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 26th day of October 1761 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Consent who left a Note of the Name Title and place of Abode of the said Verapah Chitty 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 7 Years & the Defendant 20 Years or thereabouts

2 ..... To the Second Interrogatory this Deponent saith that he does not know but has been informed by the Defendant that he was bound for a Moorman to one Pol Chittee but does not Recollect the Sum, that the Defendant did Desire Him this Deponent to speak to the said Pol Chittee to Remit part of the Debt and he would pay him the Remainder that he this Deponent did Speak to him and Received for Answer that he had nothing to do with it as it was the Complainants Business and he must apply to Him as he Pol Chittee had nothing to do with it that on returning after he this Deponent was the Defendant who told him he had settled the Affair which was Confirmed by the said Pol Chittee and one of the Complainants Servants who was by, And further this Deponent saith that he does not know whether the Defendant is indebted to the Complainant as in further saith not to this Interrogatory

3 ..... To the Third Interrogatory this Deponent saith that he does not know whether there was any Suit in the Mayors Court between the Complainant and Defendant and further saith that he does not know whether the Defendant or any Merchandize for the Complainant as Broker and more this Deponent saith not to any particulars Further Deponent Saith not

Dealed by Order of Court 16th March 1762

Mab Clarke Dr.

Verapah Chitty

Mayors Court at Madraspatnam }

Between Gregorach Jacob Complainant And Cambacca Nainain Defendant

Depositions of Witnesses on this Cause taken by and before the

Accounts subsisting between them that it is about Eighteen Months past but he this Deponent does not Recollect the Month or Day, that the Complainant did desire him this Deponent to settle the said Account with the Defendant and that upon his applying to him to settle them the Defendant Replied that he could not at that time, that there was Interest due from the Defendant to the Com=plainant as also some Court Charges to settle and more saith not to this Interrogatory

3th To the fifth Interrogatory this Deponent saith that he knows that the Complainant did heretofore Commence a Suit in the Mayor's Court against the Defendant and that the same was referred about four Years past, that the Amount was Six Hundred and Forty Pagodas that three Hundred Pagodas was paid immediately upon withdrawing the Suit by one Colla Sinigaty and for the Remaining three Hundred and Forty Pagodas the Defendant executed a fresh Bond and more this Deponent saith not Being particular Question enquired off in this or the last Interrogatory

Pott Shitty

Mad Clarke Esqr

Mayor's Court &c
Madrasspatnam

Between Gerach Jacob Complainant
And Cambacra Nainain Defendant

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

Colla Shitty a Witness in this Cause on the part of the Complainant was on the 29th day of October 1761 sworn at the Office of Mr Edward Jane Attorney for the Defendant by Co=nacapa who left a Note of the Name Title and place of Abode of the said Colla Shitty and afterwards on the same Day being sworn and examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he knows the Complain=ant and Defendant 12 Years or thereabouts

2d To the third Interrogatory this Deponent saith that he does not Know of any Debt due from the Defendant to one Soll Chitty and more saith not to this Interro:

3d To the fourth Interrogatory this Deponent saith that he knows the Complainant sent to the Defendant to Request of him to settle some Accounts subsisting between them but does not Recollect the Month or Day but that he sent several times within these two Years, that he this Deponent was sent by the Complainant to

this

hereby acknowledge to have borrowed and Received of Cojee Gerach the Sum of 350 Star Pagodas and payable at the expiration of 3 Years at the Rate of 9 ℔ Cent ℔ Annum payable at 113 Pagodas 12 Fanams for every Year jointly or Severately to satisfie the above Demand

Witnesses

Hoojoraulau Rustmaya — Cambacca Nainain

Sudlashachittee Sunnuntana — Menallah Venkatachellum

Drawn by Numbee Narrain in the Presence of the above two Witnesses

Translated from the Original in the Malabar Language by Comacapa

Court Interpreter

Archdale Palmer

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 one Gerrach Jacob of Madras Merchant is Complainant and Cambacca Nainain of the same place Merchant Defendant ....

To all the Witnesses ..... 1st ..... Do You Know the parties Complainant and Defendant in this Cause or either of them, If Yea how long have You so Known them or either and which of them Declare ....

To All Witnesses ..... 2d ..... Was or was not the Defendant at any time and do to You in any Sum or Sums of Money! If Yea what Sum or Sums of Money and upon what Account! Was or was not such Debt assigned or made over by You to any other Person! If Yea to whom was it so Assigned Declare

To all but ..... 3d ..... Did You Know or did You not Know of any debt or sum of Money due from the Defendant to one Soll Chittee! If Yea on what manner did such Debt arise or on what Account was it owing to the said Soll Chittee! Do You Know or do You not Know of such Debts being assigned or made over by the Defendant to any Person! If Yea to whom! Declare

To all the Witnesses .. 4th ..... Do You Know or do You not Know of the Complainants ever sending to the Defendant to Request of Him to adjust any Accounts subsisting between them! If Yea when in what Month day and Year;

Who

And this Defendant further saith that the Complainant never Remainder of the Defendant the pretended Ballance of this Account Current because several Articles of the said Account were fraudulently charged Him by the Complainant and that this Defendant has very often asked the Complainant to settle Accounts with Him but he would by no means come to any Agreement with him And this Defendant further saith that when he was sent for by the Complainant sent for him to come and Settle Accounts with Him but at that time he was not able to go but sent him Answer that he would wait on him when he was Recovered of his Sickness and when this Defendant was on his Recovery the Complainant filed a Bill of Complaint against Him in this Honble Court and this Defendant saith that it is not Material whether he were indebted to Polly Chittee on Account of a Marriage or an Account of Merchandize purchased of Him But it is very Certain and true that this Defendant purchased Merchandize as being a Broker on Account of a Marriage for which this Defendant became indebted to the said Polly Chittee the Sum of Five Hundred and fifteen Pagodas which was transfered to the Complainant by the said Polly Chittee And this Defendant also saith that the said Polly Chittee is a very Rich Man and that the Assertion of the Complainant concerning the said Polly Chittee is very Notorious and false and that most of the People of this Town know the said Polly Chittee to be a Rich Man and as the Complainant thinks himself to be an Artfull and Cunning Man took upon himself to Recover the said Summ on Account of the said Polly Chittee as the Black People of India are not all under the Jurisdiction of this Honble Court and this Defendant admitts that the Complainant filed a Bill of Complaint against him in this Honble Court and on settling the said Suit the Complainant and this Defendant agreed that the Defendant should pay unto the Complainant the Sum of six Hundred and Forty Pagodas for the whole suit excluding all the Court Charges upon which the said Bill of Complaint was withdrawn out of this Honble Court and this Defendant saith that he gave an Obligation to the Complainant for Three Hundred and Forty Pagodas to be discharged three Years hence which said Three Hundred and Forty Pagodas this Complainant without having any Regard to the truth and to Compound this Honble Court Charges the Defendant

on

Read and Filed the
10th February 1761

The Replication of Yeerech Jacob of Madras Merchant Complainant to the Answer of Cumbacca Narrain of the same place Merchant Defendant

This Replyant now and at all times hereafter saveing and Reserveing to Himself all and all manner of Benefit and advantage of exception to the many Errors uncertainties and Imperfections in the said Answer contained for Replication thereunto saith That all and Singular the matters and things in this Replyants Bill are true as the same are therein alledged and set forth and that the Answer to the said Bill is very untrue compressed and insufficient to be Replyed unto And this Replyant further saith that the Defendant is justly and truely indebted to Him in the Sum of Fifty Nine Pagodas five Fanams and twenty Cash as set forth in this Replyants Bill of Complaint and that this Replyant has frequently and in an Amicable manner not only Demanded the Payment thereof but often Solicited the Defendant to Settle Account to which the Defendant always evaded by Alledgeing that he lost what belonged to him in the late Siege This Replyant Denies that the Defendant became bound for a Moorman to one Polly Chittee but that the Defendant was indebted to the said Polly Chittee in the Sum of Five Hundred and fifteen Pagodas for Sundry Goods purchased by him of the said Polly Chittee which Sum the said Polly Chittee Transferred to this Replyant as he was considerably indebted to the Replyant and no other Means to discharge his Debt but by making such Transfer whereupon this Replyant after having Demanded the Amount of such Transfer from the Defendant preferred a Bill of Complaint against him in this Honble Court which Bill of Complaint this This Replyant withdrew upon the Defendants promiseing to Satisfy the said Sum of Five Hundred and Fifteen Pagodas with the Interest due thereon making three hundred and Forty Pagodas without the Costs which this Defendant also promised to discharge as will appear by the Receit which this Replyant gave the Defendant after he had settled with the Defendant about the Payment of the said Demand which this Replyant prays Defendant may be Obliged to Produce to this Honble Court And this Replyant further saith that he is now any indebted to the Defendant for Brokerage as this Replyant never employed any other Person or Persons as Broker than Mootal and Lingah to Whom he always paid the usual Brokerage As to the Sums of one Pagoda four fanams and fifty Cash and one Pagodas three fanams and Cash charged by the Defendant in his Account as Brokerage due to Him this Replyant avers that he never knew that the Defendant was to Pay the same until after this Replyant filed his Bill of Complaint in this Honble Court when the aforesaid said Mootal came to this Replyant and Acquainted him that the aforesaid Sums were to be paid the Defendant who Asserted them the said Mootal in the Sales but as this was a Matter Settled between the said

Mootal

68

Read and filed the
16th December 1760

The Answer of Cumbacca Veeraun of Madras Merchant
Defendant to the Bill of Complaint of Cojerah Joseb also
of the same place Merchant Complaintant

This Defendant now and at all times hereafter saving and Reserving to
himself all and all manner of Benefit of Exception to the many Errors Uncertainties and
Insufficiencies in the said Bill Contained for Answer thereunto or unto so much thereof
as this Defendant is advised doth materially concern her to make Answer thereunto
this Defendant Answereth and saith that he is not indebted to the Complainant the Sum
of Fifty Nine Pagodas five fanams and Twenty Cash as is setforth in the Bill of Com-
plaint as it will Appear by an Account Current hereunto Annexed That this Defendant
is indebted to the Complainant no more than the Sum of Seven Pagodas Twenty Five fanams
and forty four Cash And this Defendant further saith that he has desired the Com-
plainant to Settle Accounts with Him but the Complainant would by no means give
this Defendant any manner of Satisfaction therein And this Defendant is Ready at any
time to pay the Complainant the Ballance of the said Account But in order to set
the Matters in the Clearest light This Defendant begs leave to inform this Honble Court
that the Complainants Demand Arose in the following Manner That Defendant being
bound for a Moorman to one Polly Chitty the said Moorman having made Default
of Exchanging his Debt to the said Polly Chitty This Defendant became Liable to the
same But the said Polly Chitty not being able according to the Regulation of his
Majestys Royal Charter concerning Indian Natives to sue this Defendant for the same
The said Polly Chitty Transferred this Defendants Obligation to the Complainant for
the Sum of Five Hundred and Fifteen Pagodas Upon which the Complainant commenced
a Suit against this Defendant for the same which said Suit was afterwards with drawn
by the Complainant upon this Defendants agreeing to pay the Complainant the Sum
of four Hundred and forty Pagodas including all the Court Charges to Exchange which
this Defendant did Which was to the Complainants Debt Upon this Defendant
this Defendant for the Sum of Three Hundred Pagodas and gave the Complainant a
Note of Hand to pay the Ballance being Three Hundred and Forty Pagodas at three
Annual Payments to pay every Year the Sum of One Hundred and Thirteen Pagodas
and Twelve fanams as will appear upon Reference being had to the Account Current
of this Defendants, So that the first Article on the Debtor side of the Complainants
Account Current is a false Entry as the said Note of Hand was not given for Money
due which the Complainant would fain endeavour this Honble Court to believe But on
account of a Transfer which he well knows do not meet with the Approbation of
this Honble Court This Defendant further saith that the Article of the Fifteen
Pagodas Twenty Nine fanams and Twenty Cash the Complainant hath Wrongfully
Charged him and that the said Article was included in the Sum of the two Hundred
and Forty Pagodas and that the Complainant agreed to pay on his own Account
as he was the Man that drew the Bill out of the Honble Court And this Defendant

Thirty Pagodas twenty seven Fanams for Charges on the same; And that the Defendants shall likewise pay such Interest as now is or shall hereafter become due on the said Sum of Two Thousand One hundred and fifty three Pagodas nine fanams / Pags. 2153 9 — / until full payment be made from the 9th day of March 1757 — being the day on which the first Bill of Exchange Remitted by the said Abdoollah Ammaadboy in favour of the Complainants was protested on the Defendants Refusing to Honour the same: AND that the Costs of Suit shall be Defrayed by the Defendants.

J Call

Court of Appeals at Madraspatnam

Wednesday 3d March 1762

Between Seyebee Ammaadboy Noorboy
Laffarboy & Ibrahimjee Noorboy
Appellantes

And Stephen Mastersus by his Attorney
Shawmier Sullard
Defendant

THIS CAUSE coming on this day to be heard and Debated before this Court by the Attornies on both sides, upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this CAUSE on Friday the 25th day of January Anno Domini 1760 and upon due Consideration had of the matters therein severally Contained and of the Pleadings and Arguments used by the Attornies 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 this Cause do stand confirmed that the Appellants Petitioners be hence dismissed and that the Appellants do pay all Costs of this Appeal.

J Call
Wm Aldersey
Pub. of Appeals

Read & Filed the
11th November 1760

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaineth Sheweth unto this Honble Court

6th

7th ..... saith not to this Interrogatory
To the Seventh and last Interrogatory this Deponent saith not to any particular
Question enquired off in this Interrogatory —

Mat Clarke
Cr

Tulsan Lee

Mayor's Court Cabg
Madraspatnam

Between Seghow Mankoos by his Attorney
Shawmier Sultan Complainant and Tyebjee Ammoodboy
Noorboy Jafferboy and Abramjee Nanboy Defendants

Depositions of Witnesses on this Cause taken upon Oath and before the Commissioners
in this Court as Follows

Anthony Lafontaine of Madras Mariner Aged 32 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendants was on the
12th day of November 1759 Sworn at the Office of Mr Archdale Palmer Attorney
for the Complainant by Coracapa who left a Note of the Name Title and place
of Abode of the said Anthony Lafontaine and afterwards on the same day
being sworn and examined Deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he knows the Complain-
-ant 12 Years and the Defendant Tyebjee Ammoodboy 2 Months or thereabouts
but has no Knowledge of Noorboy Jaffarboy or Abramjee Noorboy —

5th ..... To the fifth Interrogatory this Deponent saith that the Remembers the Ship
Ally Shroff being at Tennaseree, that it was about the Month of June One
thousand seven Hundred and fifty seven and saith that he Remembers one
Abbebullah Ammoodboy being there at that time that he was Nagudah
of the Ship Ally Shroff, and further saith that the said Abbebullah Ammood-
-boy went from Tennaseree to Pegue in a Country Boat about two Months after
the Ships Arrival at Tennaseree, and saith that the Ship Remained at
Tennaseree the Monsoon, and saith that she Wanted Repairing during her stay
there And this Deponent further saith that he does not Know who was at
the Expence of Repairing and fitting her out again for Sea, And further saith
that after the said Ship had left Tennaseree she was seized by the French, but
that the Governor of Tennaseree made them deliver her up again Alledging
that she was on his Lands And more saith not to this Interrogatory —

7th ..... To the seventh and last Interrogatory this Deponent saith not to any particular
Question enquired off in this Interrogatory —

Mat Clarke
Cr

A Lafontaine

by one Abbebullah and Amounted to two thousand six Hundred and Eight Pagodas and Fanams and saith that the Defendants Tyebjee Ammoodboy Refused payment thereof And this Deponent further saith that the Defendant Tyebjee Ammoodboy did give the Complainant a Letter to Abbebullah and saith that the purport thereof was to Advise him that He had not discharged his Bill of Exchange and more saith not to this Interrogatory

7th ..... To the Seventh and last Interrogatory this Deponent saith not to any particular Question enquired of in this Interrogatory

Matt Clarke

Nella Sunday

Mayors Court at Madraspatnam.

Between Stephen Maclaren by his Attorney Shawmier Sullan Complainant and Tyebjee Ammoodboy, Noorboy Jaffarboy and Shamjee Noorboy Defendants

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

Vallee Mahomed of Madras Merchant Aged 20 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants on this 12th Day of November 1759 sworn at the Office of Mr Archibald Palmer Attorney for the Complainant by Comacapa who left a Note of the Name Title and place of Abode of the said Vallee Mahomed and afterwards on the same Day being sworn and Examined Deposeth as follows —

1st ..... To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendants in this Cause 10 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that he Remembers the Ship Alleyshoffs being at Tanjore about four Years past that the Reason of her putting in there was owing to her having met with a Storm as she was coming over to this place with a Cargo of Rice, that Abbebullah was Nogueda of her and she was under his Direction and saith that she was in want of Repairs when at Tanjore and that the King of Tanjore was at the Expence of Repairing her and likewise paid the Wages to the Lascars and Topleon boats and further saith that he does not know what Sum the Repairs and Expences might Amount to And more saith not to this Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith that he Remembers the Ship Alleyshoffs being at Tanjaserree about three Years past and saith that he Remembers one Abbebullah Ammoodboys being there at the same time that the

60

Mayors Court at }
Madraspatnam }

Between Stephen Mantinus by his Attorney Sharonnier Sultan Complainant and Tyebjee Ammoodboy, Noorboy Jaffarboy, and Ibrahimjee Noorboy Defendants

Depositions of Witnesses in this Cause taken by and before the Exa-
miner in this Court as follows

Carry Thistnah of Madras Merchant Aged 55 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants sworn the 12th day of November 1759 shewn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comcapa who left a Note of the Name Place & Abode of the said Carry Thistnah and afterwards on the same day being sworn and Examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he knows the Complainant or the Defendants Ibrahimjee Noorboy but has known Tyebjee Ammoodboy 20 Years and Noorboy Jaffarboy 13 Years or thereabouts

2d To the Second Interrogatory this Deponent saith that he knows the Obligation now shewn to him that it was executed by Abbe Cuttah about four Years past at Tyebjee Ammoodboys House in the Black Town and saith that he this Deponent saw the same Executed and more saith not to this Interrogatory

7th To the Seventh and last Interrogatory this Deponent saith not to any particular Question enquired of in this Interrogatory

Mad Clarke Cr

Carry Thistnah

Mayors Court at }
Madraspatnam }

Between Stephen Mantinus by his Attorney Sharonnier Sultan Complainant and Tyebjee Ammoodboy, Noorboy Jaffarboy, and Ibrahimjee Noorboy Defendants

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

Chunnuah of Madras Merchant aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants

With the Defendants, that he Used to provide Goods for them, that it is ten Years since he was so Concerned And further saith that he is Acquainted with one Abbe-
-bullah Ammaad boy but does not Know if he is Related to the Defendants

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

Matt Clarke Esqr

Pallianah

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part of the Defendant Syebjee Ammaad boy in a certain Cause wherein Stephen Mantirius by his Attorney Shanmier Sultan is Complainant and Syebjee Ammaad boy Moorboy Saffar boy and Ibramjee Moor boy are Defendants viz. ——

1st ..... To all the Witnesses ..... Do You Know the parties Complainant and Defendants in this Cause or either of them? If Yea, How long have You so Known them, Either and which of them? Declare

2 ..... To Pallianah Moodelgire and Cavery Kistnah ..... Do You Know the Obligation now Shewn You? If Yea who Executed the same, and when and where was it Executed? and did You see the same Executed? The whole to the best of Your Knowledge or Belief Declare

3 ..... To Cheminah and Nella Tamby ..... Do You Remember the Complainants being at this Place and do You Remember any thing of the Amount of a Bill of Exchange being Demanded from the Defendants by the Complainant? if Yea who was the said Bill of Exchange from and what was the Amount thereof and was the Defendants Answer to the Complainant? and did the Defendants give the Complainant any Letter? If Yea for whom was the Letter Intended? and what was the Purport thereof? The whole of that Affair to the best of Your Knowledge or Belief Declare

4th ..... To Wallie Mahomed ..... Do You Remember the Ship Alleyshoff being at Tavoy? If Yea when was it? and what was the Reason of her being there, under whose Direction was She? was She in any want of Repairs at that Place? If Yea who was at the Expence of Repairing her and who paid the Wages to the Lascars and People on Board, and what might such Repairs and Expences amount to? The whole to the best of Your Knowledge or Belief Declare

5th ..... To Sultan Jee and Wallie Mahomed and Anthony Lafontaine ..... Do You Remember the Ship Alleyshoff being at Tamasareem? If Yea at what time was it? and do You Remember one Abbobullah Ammaad boy being there at that time

Mayors Court at
Madraspatanam

Between Stephen Mastenes by his Attorney Shawinner
Sultan Complainant and Syedjee Moorboy Jaffarboy and
Ibrahimjee Defendants

Depositions of Witnesses on this Cause taken by and before the Examiner
in this Court as follows
Nella Tomby of Madras Merchant Aged 56 Years or thereabouts being produced
as a Witness on this Cause on the part of the Complainant was on the 28th Day of Novemb.r
1759 sworne at the Office of Mr. Philip Francis Granslate Attorney for the Defendants
by Comacapra who left a Note of the Name Title and place of Abode of the said Nella
Tomby and afterwards on the same Day being sworn and Examined deposeth as follows
1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 7 Years
and the Defendants 15 Years or thereabouts
2d ..... To the fourth Interrogatory this Deponent saith that it is three Years since he returned
from Pegue to this Place since when he has Resided here, that he is of the Malabar
Cast that he is a Merchant and saith that he does not Understand the General Language
but can talk a little of the Moors Language but can not Read or write either and this
Deponent saith that he has no Concern or Dealings with the Defendants and saith that he
is acquainted with one Abbebullah Ammoodboy but does not Know if he is anyways
Related to the Defendants And more saith not to this Interrogatory
5th ..... To the fifth Interrogatory this Deponent saith that to his Knowledge about a Year ago
the Complainant did Demand the Amount of a Bill of Exchange from Abbebullah
upon the Defendant Syedjee, that some time after the Complainant asked a Letter from
Syedjee to Abbebullah that he might Demand the Amount of the above Bill from
the said Abbebullah, And more saith not to any particular Question enquired off
in this Interrogatory

Math Clarke
Ca.r

Nella Tomby

Mayors Court at
Madraspatanam

Between Stephen Mastenes by his Attorney
Shawinner Sultan Complainant and Syedjee Moorboy
Jaffarboy and Ibrahimjee Defendants

Depositions of Witnesses on this Cause taken by and before the
Examiner in this Court as follows
Corry Christman of Madras Merchant Aged 55 Years or thereabouts
being produced as a Witness on this Cause on the part of the Complainant was sworn
the

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Examiner in this Court as follows

Comraapah of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 30th Day of Novem-ber 1759 sworn at the Office of Mr Philip Francis Greenslade Attorney for the Defend-ants by Comraapa who left a Note of the Name Title and place of Abode of the said Comraapah and afterwards on the same Day being sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 8 Years, Tyebjee 10 Years, Moorboy Jaffanboy 5 Years or thereabouts, but has no Knowledge of the Defendant Ibrahimjee

2d ..... To the Second Interrogatory this Deponent saith that he knows something Relating to the Ship Allyshuff that he put Freight on board the said Ship, that the said Freight consisted of some Diamonds, Beads, China Paper, Ten pieces of painted Cloth, and one piece of Gold Flowered Betelas that it is about four Years since he put the said Freight on board the aforesaid Ship and saith that the said Ship was bound to Pegue and this Deponent further saith that he gave the Charge of the Goods to Tebia Tom by who was to settle the Terms of the Freight and to pay it and more saith not to this Interrogatory

5th ..... To the fifth and last Interrogatory this Deponent saith not to any particular Question Inquired off in this Interrogatory

Mad Vautre
Ex.r

Comraapah

Mayors Court } Between Skynes Mathews Esqrs Attorney
Madras per Mand } Shammier Sultan Complainant and Tyebjee Moorboy
Jaffanboy and Ibrahimjee Defendants

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

Humphery Sencocks of Madras Court Serjeant Aged 37 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th Day of November 1759 sworn at the Office of Mr Philip Francis Greenslade Attorney for the Defendants by Comraapa who left a Note of the Name Title and place of Abode of the said Humphery Sencocks and afterwards on the same day being Sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Com-plainant about Eighteen Months Tyebjee about 16 Months but has no Knowledge of the Defendants Moorboy Jaffanboy or Ibrahimjee

Marcuse Antonio of Madras Mariner Aged 36 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant on the 19th day of November 1759 thereat the Office of Wm Philips Francis Greenslate Attorney for the Defendants by Commission who left a Note of the Name title and place of Abode of the said Marcuse Antonio and afterwards on the same day being sworn and Examined deposeth as follows...

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

2d ..... To the fourth Interrogatory this Deponent saith that he is a Mariner and is acquainted with some things Relating to the Ships Affairs that he this Deponent was employed as Second Mate on board the said Ships by the Defendant Jyebjee Nooroy in the Month of September 1765 and that the said Ships was bound to Jeypore where he this Deponent was so employed And this Deponent saith that the Defendants Jyebjee Nooroy and Ibrahimjee Nooroy were the Chief Owners of the Ships and Cargoe at that time and saith that Jyebjee Nooroy paid them as also the Seamens of the said Ships their Impress Money at their Outsett on the Voyage and saith that Abbebullah Acted as Supra Cargo of the said Ships And saith that to his Knowledge the said Ships was Repaired during her said Voyage, that she was Repaired at Savoy about eight Months after she left this Place, that she had a New mast, Yards, and Sails and was Caulked that she was Repaired by Abbebullah who paid for such Repairs and this Deponent further saith that Tin is the Currency of Savoy and saith that to his Knowledge the Complainant did Cast Tin on board the said Ships at Savoy, that Abbebullah Expended it for the Repairs of the said Ships And further saith that he Knows of some Discourse which passed between the Complainant and the said Abbebullah relating to the said Tin, that the Complainant Insisted upon the said Abbebullahs giving him a Bill of Exchange for the Amount of the said Tin upon Jyebjee Nooroy And saith that to his Knowledge the said Ships was bound to this Port after her being loaded at Savoy And saith that Abbebullah was Chiefly Concerned in the Loading and further saith not to this Interrogatory...

5th ..... To the fifth and last Interrogatory this Deponent saith not to any particular Question enquired off on this Interrogatory...

Matt Slaate Ex.

The marks of + Marcuse Antonio

Interrogatories to be Administered to such Witnesses as shall be ...

produced

knows who were Concerned in her Homeward bound Cargo but that Abbebullah Acted as Supra Cargo of her, and saith that he does not know whether the said Supra Cargo had any Concern in the said Ships Cargoe And this Deponent further saith that he saw a Bill of Loading signed by Abbebullah which mentioned that the Complainant had Sixty five Candy of Tin on Board the said Ship Allyshroff that it was in the Year 1757 And this Deponent further saith that he knows of some Transactions which passed between the Complainant and the said Abbebullah relating to Tin and saith that upon the Ships Return to Tavoy after having met with a Storm the King of Tavoy wanted to send her to Pegue upon which the Complainant desired Leave might be landed as he did not Chuse to Run the Risque to Pegue which he was informed by the aforesaid Abbebullah that he had spent his Tin for the Ships Use upon which the Complainant Insisted that four Merchants should be sent for to settle the Account of the Tin at the Madras Price which was then thirty five Pagodas a Candy and it amounted to two Thousand six Hundred and thirty four or thirty five Pagodas, for which the said Abbebullah gave the Complainant a Set of Bills of Exchange upon the Defendant Tyebjee Noorboy and Noorboys Sons And more saith he not to this Interrogatory.

To the 5th and last Interrogatory this Deponent saith he not to any purpose Can Question or enquire of Him this Interrogatory or

Matt Clarke

Jacob Carshalow

Mayors Court &c
Madras pattanam

Between Stephen Martinas by his Attorney Shanmoga Sallam Complainant and Tyebjee Noorboy Jaffarboy and Shahinjee Noorboy Defendants

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

Tomby Chetty of Madras Merchant Aged 30 Years or thereabouts by him produced as a Witness in this Cause on the part of the Complainant was on the 19th day of November 1759 Sworn at the Office of Mr Philip Francis Translator Attorney for the Defendants by Commission who left a Note of the Name Title and place of Abode of the said Tomby Chetty and as Sworn on the

laden on the said Ship by the Complainant If Yea where and what quantity of Tin Do You Know or do You not Know of any Transactions that passed between the said Stephane Mastrau and the Supra Cargo of the said Ship relating to the said Tin If Yea what was the whole of such Transactions to the best of your Knowledge and belief Declare?

To Tomby Chitty ... 7th ... Did You or did You not ever go as Passenger on the Ship Alleyshoff If Yea from what Port did You go in the said Ship and to what place was the said Ship bound Do You Know or do You not Know who were Concerned as Owners in the said Ship and Cargo upon her said Voyage If Yea who were such Persons who acted as Supra Cargo of the said Ship in the said Voyage? who paid the Imprefs Money to the Seamen of the said Ship upon her outset on the said Voyage? Do You Know of any Repairs being made to the said Ship during the said Voyage If Yea where were such Repairs made and what were such Repairs made and at at what time? Do You Know or do You not Know of any Tin being laden upon the said Ship by the Complainant Stephane Mastrau If Yea where was such Tin laden and what became of such Tin after it was so laden? Do You Know or do You not Know of any thing that passed between the Complainant Stephane Mastrau and the Supra Cargo of the said Ship Relating relating to the said Tin? If Yea the whole Declare? Do You Know or do You not Know to what Port the said Ship was bound to after being Loaded at Savoy If Yea to what Port was she bound and who were Persons Concerned in the Returning Cargo To the best of Your Knowledge and belief Declare?

To Marcuse Antonio ... 8th ... What Occupation or calling are You Do You Know or do You not Know any thing Concerning the Ship Alleyshoff If Yea was You or was You not ever employed to Act in any Station on board the said Ship If Yea what Station and by who was you so employed and when or how long ago were was such Ship bound when you was so employed Do You Know or do You not Know who were Concerned as Owners in the said Ship and Cargo at the time you were so employed If Yea who were such Persons who Paid you your Imprefs Money and that of the Seamen of the said Ship at her Outset on the said Voyage who acted as Supra Cargo of the said Ship Do You Know of any Repairs being made to the said Ship during the said Voyage If Yea at what time what were such Repairs and by where were such Repairs made and who paid for such Repairs what is the Currency of Savoy Do You Know or do you not Know of any Tin laden upon the said Ship by the Complainant Stephane Mastrau If Yea where was such Tin laden and what became of such Tin after it was so laden Do You know of any thing that,

passed

John Scott Master of the said Ship, and the Interpreter Ignacio de Conceyçaõ came to us and Signified that they had the Kings Orders to settle among four Merchants and Sea Officers their difference according to the Custom of our Country for that the King was not versed therein, And all we could understand from the said Nacoda was that He had taken away from the said John Scott the Command of the Ship without his giving Sufficient Cause on his side for the same, only that he had not a second Mate, Wherefore We resolved and adjudged that they might have placed the Number of Mates they pleased for the greater Security of the Ship But that was not Cause sufficient to break him from his Command and turn him out of his Ship and more especially in these Countrys where there are no Vessels to transport him to the Coast, and if he had other Stronger Motives or Causes he should with greater Reason have carried him to Madras where are the Owners and the Court to judge of the Cause to which the said Nacoda said that he Absolutely would not have him on board his Ship and so went away, some days after the King being gone out to the Country, the said John Scott applied again to the Government in the absence of the King who Summond us all to Know what had past to which We Answers as above Related and the Government said that the Nacoda wanted only the Pass which the said John Scott Refused to give but after much altercation the said John Scott Agreed to deliver the Pass incase the Nacoda would give him a discharge in Writing to which the said Nacoda Agreed, but till the date of these Presents which is four days since the said Transaction happened We know that he has not Complied therewith, All which Circumstances we are well Acquainted with having been present at that time, Done at Tavoy the 11th February in the Year 1757.

Signed

Joaõ de Faria Leytaõ
John Price
Jacob Piciny
Marin D'Rien
Jacob Caldar
Inacio de Conceiçaõ

I the underwritten Do Certify that this is a true Copy of the Protest, wherein is affirmed that Abibola is Nacoda of the Ship Tapyjee and Ibrahimjee Noorboy's Sons Owners of said Ships and myself Commander

John Scott

either the said Abbebullah Ammoodboy or the Complainant ever Repaired the said Ship, and must moreover Acquaint this Honble Court that when she first lost her Passage the Raja or Queen of Tanjore who intended to send her to Pegue Repaired her at his Charge and furnished her with Masts and every thing that was Necessary and Never paid the Owner their Wages for two Months, and dispatched her in order to proceed to Pegue That when she lost her Passage the Second time she touched at Tamaseren where the said Abbebullah Ammoodboy left her and went to Pegue with what Goods he had with him, and Never Returned to Tamaseren but died at Pegue, as the said Ship was in great Want of Repair and there being no Money Wherewith to Repair her, One Boy Meah, let the said Ship to Freight to one Mahomed Alley a Nacquodah from Masulipatam, and furnished her with every thing that was Wanting and she left Tamaseren in order to proceed to this Coast, but touched at Porto Novo where the Nacquodah Tamaseren, where the Ministers or Vezeers of the King of Tamaseren prevented her discharge and Restored her to Boy Meah at Tamaseren where she was obliged to Remain all the Monsoon - and afterwards Proceeded to this Coast, During all which time neither the said Abbebullah Ammoodboy nor the Complainant ever Repaired the said Ship neither hath this Defendant nor the said Nowboy and Strahmjee ever Received any part of the Debt due to them from the said Abbebullah Ammoodboy as set forth in this Defendants Answer, All which Matters and Things this Defendant is Ready to Aver Maintain and prove as this Honble Court shall Direct and Humbly prays as in and by his said Answer He hath already Prayed &c.

J. Miston

Att.y for the Defendant

I Abeeboolah Hammedboy have drawn a Bill of Exchange on Nowboy Jaffarboy Tyebjee Hammedboy and Strahmjee Nowboy for Sa.a Rs 2608 ½ Payable to Coja Shamsuier Sultan at Madraspa, and if my first Bill is not paid, You will pay this Second Bill the said Amount Dated at Porto the 17th November 1766. Hamm Isaac &c

Abeeboolah Hammedboy.

Know all Men by these Presents that I Daniel Mosse Notary Publick for the Town and Corporation of Madraspatnam on the Coast of Choromandel in the East Indies by Lawful Authority sworn and Admitted

did

112

Read and filed
the 8th September 1759

The Rejoinder of Sydee of Madrass Merchant to the Replication of Stephen Mantras of Tawy Merchant by his Attorney Shaverner Sullard of Madrass Merchant

This Defendant now and at all Times hereafter saving and Reserving to himself all Manner of Benefit and Advantage of Exception to the many Errors Untruthes Imperfections and Insufficiencies in the said Replication contained for Rejoinder thereunto saith That all and Singular the Matters and things in this Defendants Answer contained are Certain True and sufficient in the Law to be Replyed unto. And this Defendant further saith that He is under no manner of Obligation to discharge the Bill of Exchange drawn by Abbebullah Ammoodboy for the Reasons already set forth in this Defendants Answer and altho the Complainant may think that the said Abbebullah Ammoodboy being indebted unto this Defendant can be no Reason why this Defendant should not discharge the said Bill of Exchange Yet this Defendant humbly Conceives that this Honble Court cannot but be of a different Opinion especially when they Reflect on the Nature of the Debt Due from the said Abbebullah Ammoodboy the Validity of which this Defendant does not in the least doubt being able to prove to this Satisfaction of this Honble Court. Notwithstanding the Replyants great Surprize, this Defendant does still Aver that the said Abbebullah Ammoodboy did take up the Ship Allyshoff on Freight Agreeable to the Agreement, an Attested Translate of which is annexed to this Defendants Answer, the Authenticity of which this Defendant will prove in due time, as to the Replyants Assertion that this Defendant never made use of the Pleas which he now makes use of before the Death of the said Abbebullah Ammoodboy, This Defendant must pray Leave to acquaint this Honble Court that the Complainant Stephen Mantras himself did on his Arrival at this Place apply to this Defendant for the Payment of the said Bill of Exchange which this Defendant positively refused to discharge Whereupon the Complainant desired this Defendant to give him a Letter to the said Abbebullah Ammoodboy who was then owing which this Defendant did, and alledged his Reasons therein for his not Honouring the said Bill of Exchange as to what the Replyant asserts in order to prove as he says that this Defendant was equally concerned with the said Abbebullah Ammoodboy, namely that this Defendant together with Noorboy and Abrahanya

more

Read and filed
the 3d July 1759.

The Replication of Stephan Mantras

by his Attorney Shanmuga Sultan of Madras Merchant Complainant to the Answer of Tyabjee Ammodboy 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 Untruths Ingrossections and Insufficiencies in the Defendants said Answer contained for Replication thereunto saith that all and singular the matters and things in this Replyants Bill are true as the same are therein alledged and set forth and that the Answer to the said Bill is very untrue ingrossect and insufficient in the Law to be Replyed unto And this Replyant further saith that notwithstanding the Defendant alledges that he is under no Obligation to Accept the Bill of Exchange annexed to this Replyants Bill of Complaint This Replyant conceives he is obliged to discharge the amount thereof As to the Defendants plea that the Estate of the Drawer of the said Bill of Exchange is Considerably Indebted to the Defendant which this Replyant does not allow can be of very little Service to the Defendant as it cannot have so much weight with this Honble Court as to set aside this Replyants Demand This Replyant cannot help expressing his Surprize at the Defendants alledging upon Oath that the Ship Allyshroff was taken upon freight by the said Abbeboolah Ammodboy and that the said Abbeboolah Ammodboy should bind himself by an Agreement Translate of which is annexed to the Defendants Answer to be Answerable for all Expences and Disburcments of the said Ship. However to Invalidate the said Agreement as also the Authenticity of the said Agreement This Replyant begs leave to observe to this Honble Court that the Defendant never made use of such Plea before the Death of the said Abbeboolah Ammodboy and in order to prove that the Defendant was equally Concerned with the said Abubaslah Ammodboy he the Defendant before the departure of the said Ship Allyshroff for her intended Voyage as also Noorboy and Ibrahimjee were the Persons who gave Notice of her departure and that all Freighters who chose to put freight on board the said Vessell adjusted the terms of their Freight with the Defendant Noorboy and Ibrahimjee the said Abuboolah acting only as Supra Cargo who in the Presence of the Defendant Noorboy and Ibrahimjee signed several Bills of Lading in which were inserted the Names of the said Defendant as

also

C

Translate of an Agreement between Stephan Mateus and Abeebollah Ahmodboy ——

January 1812 the 13th Day of the Moon Wednesday I Abeebolah Ahmodboy Give this Writing to Coja Stephan Mateus, That the 65 Candy of Linn Cotton Laden on Board the Ally shuff Increase the said Shipe should not arrive at Madras this Season, I oblige myself to Allow him at 20 Fanams ℔ 100 The Rogue being on Account of the said Coja Stephan Mateus ——

Abeebollah Ahmodboy

Witnesses

Boyjee Sultan Ally

Abdul Cader

N.B The Above Date Corresponds as nigh as can be with our Date of 15th January 1756

The above is a true Translation from the Original in the Guzerat Language as explained upon Oath by Ramandoss of that Nation in the Gentoo Language to Comaca the sworn Interpreter

Archdale Palmer } Advt
John Palmer } for the Complt

Sworn to this 19th November 1759 before Me

Paul Russell

Mayor of Madraspatnam

Ord

Ent in Court May 22d 1759

The Answer of Seydjee Ahmodboy of Madras Merchant to the Bill of Stephen Mateus of Savoy Merchant by his Attorney Shanmar Sullaw of Madras Merchant

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 Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer

Dr		Ditto	Cr
1756 Nov.r 15 To Ballance brought forward	2608½	1759 March 15 By Ballance	3037½
1759 March 15 To Interest @ 8 ℔ Cent ℔ Annum for 2 Months	428		
	Pagodas 3037½		Pagodas 3037½

Fort St George the 15th March 1759
Errors Excepted
Shanmier Sultan
Attorney for Stephan Mastenes

Translate of the Bill of Lading for the Teare belonging to the Complainant

B

Savoy Burader January 1812 the 1st day of the Moon Wednesday, Loja Stephan Mastenes has Ladan for freight on board the Allyshoff belonging to Mark Noonbay Saffanbay, Tyebjee Amood bay Sixty seve Candy of Tear on Condit= =on that the said Ship after touching at Tuork Seylon from thence to Madras where Arduelong at 8 Candy ℔ One Hundred Candy freight the Remainder are to be Delivered to Loja Shanmier Sultan, Shave Chezem Two of the same Tenor and Date the one Completed with the other to be Void.

Abdoolah Amadbay

N.B. The above Date Corresponds as Night as can be with the over Date of the 8th January 1756.

The above is a true Translation from the Original in the General Language as explaind upon Oath by Banvandoss of that Nation in the Gentoo Language to Lonaca the Sworn Interpreter.

Sworn to before me this 19th November 1759 by the above named Banvandoss

Lord Pulteney Palmer
Salem Palmer
Attorney for the Complainant

David Russell
Mayor of Madraspatnam

to his Attorney the said Shawmier Sultan at this place who took and the said Bill to the said Syebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy for Acceptance which they absolutely refused upon which the said Shawmier Sultan got the said Bill of Exchange protested and returned it to Your Orator in order for Your Orator to return it to the Drawer of the said Bill and some time after Your Orator advised the said Shawmier Sultan that he had Returned the said Bill to the Drawer who Requested Your Orator to send the said Bill of Exchange back to Madras for Payment and gave Your Orator a Letter of advice to the said Syebjee Ammoodboy, Noorboy Jaffarboy and Ibrahimjee Noorboy which Your Orator with the said Bill of Exchange sent to the said Shawmier Sultan in order to procure satisfaction from the said Syebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy for the said Bill of Exchange as the said Abbeballah Ammoodboy had expended the Amount of the said Bill of Exchange in Equipping the said Ships as well more fully and at large appears by a Translate of the said Letter of Advice marked D hereunto annexed on which said Ships they said Syebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy together with the said Abbeballah the Drawer of the said Bill were all jointly and equally concerned And Your Orator further sheweth unto this Honble Court that upon the said Shawmier Sultans presention the said Bill and Letter of Advice the said Syebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy gave him for Answer that he must wait the Arrival of the said Ships Allyshroff Now as the said Ships Allyshroff is Arrived and Lying at Anchor in this Road of Madras and Your Orator's Attorney has with great Care and Deligence endeavoured to find out the said Syebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy to procure satisfaction for Your Orators Demand Yet notwithstanding his utmost endeavours he has not been able to procure any Satisfaction of them although he has searched all the Bounds of the Jurisdiction of this Honble Court And Your Orator further sheweth unto this Honble Court that the said Abbeballah Ammoodboy who Commanded the said Ships Allyshroff and who was also the Supra Cargo is now Dead so that the said Ships is under the Care of the Boughters and Waiter of the said Deceased Abbeballah Ammoodboy who Your Orator humbly Conceives are very improper Persons to take care of her Cargo consisting of fifty Timbers exclusive of her Freight Your Orator therefore prays a General Relief as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Syebjee Ammoodboy Noorboy Jaffarboy and Ibrahimjee Noorboy may upon their Corporal Oaths a true and perfect Answer make to all and singular the matters and things herein before alledged

by the Attorneys and on due Consideration had thereon, It Appearing to the Court that the Defendant acknowledges to have executed the Bond sued for by the Complainant and as it does not appear that any part thereof hath been discharged, 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 Pagodas [Pagodas 2000] together with such Interest as now is or shall hereafter become due thereon until full Payment is made, and in Default thereof that the Mortgaged Premises shall be sold in and towards the Payment thereof and in case the Amount of the mortgaged Premises shall not be Sufficient to discharge the same, that the Defendant shall pay unto the Complainant any Deficiency that may Arise, also all Costs of this Suit &c Cur

Court of Appeals
at Madraspatnam } ss

Monday the 28th day of December
Anno Domini 1761

Between Lunca Cassadia Pannaly of Madras Merchant } Appellant

And ..... John Sprall of Madras Merchant ..... } Defendant

This Cause coming on this day to be heard and debated before this Court, by the Attorneys on both sides, upon hearing the Petition of Appeal, and Answer and the several Exhibits of the Mayors Court given in this Cause on Tuesday the 20th day of January last and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attorneys on both sides, This Court doth think fit to Order and Decree and doth accordingly Order and Decree, that the Decree of the Mayors Court given in this Cause do stand confirmed, That the Appellants Petition be hence dismissed and that the Appellant do pay all Costs of this Appeal

&c Cur

W. Aldersey
Pres. of Appeals

Mayors Court at }
Madraspatnam }

Between John Spratt Complainant
And Lunca Ramah Defendant

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

Soubiah of Madras Conicopley Aged 53 Years or thereabouts being produced
as a Witness on this Cause on the part of the Defendant was on the 8th day of Decem-
ber 1760 Sworn at the Office of Mr. John Palmer Attorney for the Complainant
by Comaca pa who left a Note of the Name Title and place of Abode of the said
Soubiah and afterwards on the same day being Sworn and Examined
deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he does Know the Complain-
-ant 1 Year and the Defendant 20 Years or thereabouts.

2d ..... To the Second Interrogatory this Deponent saith that he Knows there are Accounts
subsisting between the Complainant and Defendant and Knows of Sums of Money
being paid the Complainant by the Defendant that there was One Hundred and thirty
Pagodas paid at two Different times and One Hundred and thirteen Pagodas at
another time but he this Deponent cannot tell the Sums when each Sum was paid
that they were paid by him this Deponent in the Presence of Bala Kistnah and
Arnachellum and was Account of a Debt Due from the Defendant to the Complain-
-ant And more saith not to any particular Question enquired off in this or the
-last Interrogatory ——

Mark Soubiah

Mayors Court at }
Madraspatnam }

Between John Spratt Complainant
And Lunca Ramah Defendant

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

Bala Kistnah of Madras Merchant Aged 35 Years or thereabouts being
produced as a Witness on this Cause on the part of the Defendant was on the 8th day
of December 1760 Sworn at the Office of Mr. John Palmer Attorney for the
Complainant by Comaca pa who left a Note of the Name Title and place of Abode
of the said Bala Kistnah and afterwards on the same day being sworn and

Examined

for the Defendant by Comaccapa who left a Note of the Name Title and place of Abode of the said Arnachellum and afterwards on the same day being sworn and Examined Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he has Known the Complainant 14 Years and the Defendant 20 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent saith that to his Knowledge the Defendant did pay sums of Money to the Complainant, that the Sums of One Hundred Pagodas was paid the Ninth Day of October One Thousand seven Hundred and fifty Nine, One Hundred Pagodas the Eleventh Day of February and Eighty Pagodas the fourteenth Day of June One Thousand seven Hundred and sixty and that they were paid on Account of a Contract made between the Complainant and Defendant and further saith that He this Deponent does not Know of any other Sums being paid to the Complainant by the Defendant and more saith not to this Interrogatory.

6th ..... To the sixth and last Interrogatory this Deponent saith that the Defendant gave him this Deponent upon his paying the One Hundred Pagodas to the Complainant thirty Pagodas each time and upon his paying the Eighty Pagodas, thirty three Pagodas, And more saith not to any particular Question enquired off in this Interrogatory.

Matt Clarke Ex.n

Arnachellum

Know all Men by these presents that I Timoor Paddah Venkata Rama Chitty of Madras am held and firmly bound unto Mr John Spratt of Fort St George in the full and just Sume of Four Thousand Pagodas Current of Madras to the true and Lawfull payment whereof I hereby bind myself my Heirs Executors and Administrators and Assigns firmly by these presents In Witness whereof I have hereunto set my Hand and Seal in Fort St George this Ninth day of June One Thousand seven hundred and Sixty.

Whereas the above bound Timoo Paddah Venkata Rama Chitty hath taken up Borrowed and Received of the above named Mr John Spratt the Sume of Two Thousand Pagodas Current of Madras upon Security on my Two Gardens one Situated North side of the Trevelashwara Pagoda and one side Venkapah Naigues Garden and other North side of the Mullenge Krishnama Chittys Garden and South side Krishnajama Pillah which is to Run at Interrest at the Rate of Eight p Cent p Annum Payable

thirty Pagodas each and the third Sum One Hundred and Thirteen Pagodas that he this Deponent does not Know on whose Account the said Sums were paid to the Complainant neither can he Ascertain the time when they were paid and this Deponent further saith that he knows the Paper writing now shewn to him that the Reason of his knowing it is owing to his having subscribed his Name as a Witness thereto, And further saith that he does not know of any Sum of Money being paid Account the said Paper writing And more saith not to this Interrogatory.

6th ..... To the sixth and last Interrogatory this Deponent saith not to any particular Question enquired of in this Interrogatory.

Mark Lane Lan

Bella Kistnaah

Mayors Court at }
Madrasapatnam }

Between John Spratt Complainant
And Sunca Pannmah Defendant

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

Soubiah of Madras Comicopoly Aged 53 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 6th day of December 1760 Sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Canacapa who left a Note of the Name Title and Place of Abode of the said Soubiah and afterwards on the same Day being Sworn and examined Deposeth as follows

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

2d ..... To the third Interrogatory this Deponent saith that he did three several times pay Money to the Complainant by Order of the Defendant that the said Sums were paid on Account of a Debt due from the Defendant to the Complainant and saith that he does not Remember the time when the said sums were paid and further saith that He does not Know of any other Sum of Money being paid to the Complainant by the Defendant And more saith not to this Interrogatory

6th ..... To the sixth and last Interrogatory this Deponent saith not to any particular Question enquired of in this Interrogatory.

Mark Vaste Lan

Soubiah

to be thence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained ——— Archdale Palmer
Att^o for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and examined on the part and behalf of the Complainant in a certain Cause wherein John Spratt is Complainant and Luwa Ramma is Defendant

To 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 of them and which of them Declare

To Balla Vishnah 2^d Do You know or do You not Know if the Defendant ever ordered any and what Person or Persons to pay the Complainant any Sum or Sums of Money if Yea specify what Sum or Sums of Money particularly — Was or was not such Sum or Sums of Money paid the Complainant on his own Account or whose Account and what were on his own Account and what were on any and what other Persons Account when were the said Sum or Sums paid particularly Declare as to the Day Month and Year Look on the Paper writing now shewn You, Do You Know it if Yea how came You to Know it what is it Do You Know or do You not Know of any Sum or Sums of Money being paid Account the said Paper writing if Yea what Sum when and how came it to be paid particularly Declare To the best of Your Knowledge and belief?

To all the Witnesses 3^d Do You know or do You not Know of any Bills or Bonds given any and what Sum or Sums of Money to the Complainant If Yea by whose Order particularly specify — Were such Sum or Sums of Money on Account the Complainant or on whose Account and what was paid the Complainant on his own Account and what Account any other and what Persons Account were the said Sums paid the Day Month and Year particularly specify and on what Account were the said Sums paid — Do You Know or do You not Know of any other Sum or Sums of Money ever being paid the Complainant by the Defendant If Yea on what Account and what Sum particularly Declare To the best of Your Knowledge and belief?

To Audet Narain 4th Do You Know or do You not Know one Balla Vishno if Yea who does he serve or for whom does he transact Business, Was You or was not his

her

Read and Filed the
30th September 1760

The Replication of John Sprull of Madras
Merchant Complainant to the Answer of James
Ramona also of the same place Merchant De-
fendant &c.

This Replycant 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 Answer contained
for Replication thereunto saith That all the matters and things in this Replyant's
Bill are true as the same are therein alledged and set forth and that the Answer
to the said Bill is very untrue and insufficient in the Law to be Replyed unto
And this Replyant further saith that he insists that the Defendant is and ought
to stand on the Sum set forth in the Bill of Complaint As to what the Defendant
alledges touching the Sum of Three Hundred and Seventy three Pagodas This
Replyant must first observe to this Honble Court that the Sum of One hundred
and thirty Pagodas under date the Ninth of September in the Year of Our Lord
One Thousand Seven Hundred and Fifty Nine and the Sum of One Hundred
and thirty Pagodas under date the eleventh of February in the Year aforesaid were
paid before the Obligation on which this Replyant sues the Defendant was given
or even thought of as the said Obligation is dated the Month of June in the present
Year of Our Lord One Thousand Seven Hundred and Sixty Nor does the Defendant
in his Answer alledge any more than by the Means of his Servant Sobiah he
had paid the Sum of Three Hundred and Seventy three Pagodas but not on
Account of Bond to this Replyant, Nor can this Replyant admit to have
Received the last Sum of One Hundred and thirteen Pagodas under date
the fourteenth day of June as this Replyant must have Given the Defendant
a Receit or endorsed off the Bond or have given the Defendant Credit where
this Replyant and the Defendant Neither of which appears by Writing
or otherways But this Replyant must beg leave to observe to this Honble
Court that the Bond was not become Due where the Defendant pretends to
have paid the Sum of One Hundred and thirteen Pagodas the fourteenth
day of June (which was the third day after the Bond was executed and
the Bond was not made payable tenbill two Months after) nor is there
the least Probability in the Defendants assertion but this seems to be of
a piece with the other part of the Defendants said Answer and this Replyant
further saith that he humbly conceives that an Obligation being Granted after
Sum paid is an acknowledgement that such Sum had no Connection

Agreeable to equity and good Conscience To the End Therefore that the said Seneca Rama 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 he Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand Pagodas and on Default thereof that the said Gardens be sold in and towards the Payment thereof and in Case the said Gardens should not be Sufficient to Answer Your Orators Demand that the said Seneca Ramma be obliged to pay such Deficiency also all Costs attending this Said Most pleased this Honble Court to cause the said Seneca Ramia to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof personally to be and Appear at a Certain time and place to be by this Honble Court appointed and prefixed then and there to Answer this Your Orators Bill of Complaint and finally to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

John Palmer
Adv.t for the Complainant

Read and Filed the
16th September 1760

The Answer of Seneca Vencatta Ramah of Madras Merchant Defendant to the Bill of Complaint of John Sparke of the same place Merchant Complainant

This Defendant now and at all times hereafter saving and Reserving to Himself all and all manner of Benefit of Exception to the many Errors Untruths and Insufficiencies 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 thereunto this Defendant Answereth and saith that he Admits to have Received of the Complainant the Sum of Two Thousand Pagodas as set forth in his said Bill and this Defendant admits that as a Security for the Payment of the said sum of Two Thousand Pagodas he Mortgaged to the Complainant the Gardens mentioned in the said Bill But this Defendant denies that he is now indebted to the Complainant in the said sum of Two Thousand Pagodas

E.xc

November 1st 1761 Shewn at the Office of Mr. Philip Francis Greenslate Attorney for the Defendant by Comacopa who left a Note of the Name Title and place of Abode of the said Vellapah and afterwards on the same Day being sworn and examined deposeth as follows

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

4th ..... To the fourth Interrogatory this Deponent says that he knows of some Conversation between the Complainant and Defendant relating to a House belonging to the Defendant in the Maratta Town that the Complainant upon his return from Pondichery sent him this Deponent to the Defendant for the Keys as he had Agreed with the Defendant to hire his House before he went to Pondichery at the rate of ten Pagodas a Month let it to another Person upon which the Complainant thereupon sent to put him in Court but the Defendant desired he would not and he would sell him a House he had in the Maratta Town upon which the Complainant asked the Price and the Defendant said Eight Hundred Pagodas, but that Doctor Spratt had offered that sum and therefore he must give something more two Days after the Complainant sent this Deponent with the Money to the Defendant and he told this Deponent his Wife was very sorry and would not sell the House and more saith not to this or the last Interrogatory

Mad Claude Sen

Vellapah

Mayors Court
Madraspatnam

Saturday the 19th day of December
Anno Domini 1761

Present

Peter Maricette Esquire Mayor
Francis Taylor, John Lewen Smith
John Calland, John Delavaure
Henry Eustace Johnson, Tho. Lowndes &
John Whitehill Aldermen

Between George Mackay of Madras Merchant Complainant and Hendrick Smith also of the same place Inhabitant Defendant

This Cause being ready to be heard and determined this Day in the Presence

No 1

to Years and the Defendant 9 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith that some Conversation did pass between him this Deponent and the Defendant concerning the Sale of the Premises now in dispute between the Complainant and Defendant in this Cause that it was about the Month of May last in the Presence of Mess.rs Pelling and Boudbach, that he this Deponent told the Defendant he heard he had sold his House in the Maratha Town and he Replyed he had and this Deponents then he he said for Eight Hundred and twenty Pagodas and further saith not to any Particular Question enquired of in this or the last Interrogatory ...

In Line

Mad.a Clarke

Ex.d

Mayor's Court &c

Madraspatnam

Between George Mackay Complainant

And Hendrick Smith Defendant

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

Mr. Samuel Boudbach of Madras Merchant Aged 62 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 18th day of November 1761 sworn at the Office of Mr. Philip Francis Examinate Attorney for the Defendant by Comaccapa who left a Note of the Name Title and place of abode of the said Samuel Boudbach and afterwards on the same Day being examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant about 16 Years and the Defendant 11 Years or thereabouts

2d ..... To the third Interrogatory this Deponent saith that over about the Month of May last as Mr. Pass was making an Outcry of Timber and Plank this Deponent the Defendant Mr. Pelling and Mr. Line were at it, that Mr. Pelling told the Defendant he heard he had Sold his House and asked Him to whom he Replyed to the Complainant Mr. Line then asked for how much and He this Deponent thinks he said Eight Hundred and Twenty Pagodas and more saith not to this or the last Interrogatory ...

Samuel Boudbach

Mad.a Clarke

Ex.d

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part of the Complainant in a certain Cause wherein George Mackay of Madras Merchant is Complainant and Hendrick Smith of the same place Merchant Defendant

To all the Witnesses
To Mr John Spratt

1st Interrogatory Do you Know the Complainant or Defendant in this Cause either of them If Yea How long have You to Known them or either of them Declare

2d Did You or did you not at any time offer to Purchase any House or Houses of the Defendant in this Cause, If Yea what House or Houses, where was such House or Houses Situated, And what was the Terms you proposed, or the price you offered for the same? Did or did not the Defendant Consent to such proposals as you offered? If not on what Account or what was the Reason

3d Did or did not any Conversation pass at any time between You and the Defendant or any other Person concerning the Sale of the Premises now in Dispute between the Complainant and Defendant in this Cause? If Yea when did such Conversation Happen, And in whose presence, And what was the whole of such Conversation that passed, both on the part of you and the Defendant, The whole Particularly Declare

To Vellaphah

1st Do You Know of any Bargain, Sale or Agreement or Conversation between the Complainant and the Defendant, Relating to any House or Houses? If Yea what House or Houses where situated, where did such Bargain, Sale Agreement or Conversation Happen, and what was the whole that passed both on the part of the Complainant and Defendant on Conversation concerning such House or Houses, and in whose Presence? The whole distinctly and Particularly Declare

To all the Witnesses

Last Do You Know or can You say any thing more material for the Complainant in this Cause? If Yea set forth the same at Large

Jackson Palmer
Att for the Defendant

Mayors Court at Madraspatnam

Between George Mackay Complainant
and Hendrick Smith Defendant

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

Errors uncertainties in the said Answer Contained for Replication thereunto saith that the said Answer is very untrue and insufficient in the Law to be Replyed unto and this Replyant further saith That the Defendants pleas & Estate concerning the letting the House in Dispute to Rent is of no weight in the present Suit This Replyant is much Surprized at finding that the Defendant denyes his Offering and Agreeing to sell the Premises in Dispute to this Replyant for Eight Hundred and ten Pagodas and Offering to get the Bill of Sale of the same drawne out thereupon as set forth in his Bill of Complaint as also the Defendants taking him by the Hand at this time, all which Circumstances which this Replyant thinks sufficient to bind the Defendant to the performance of his Bargain This Replyant ready upon the Proof thereof to be produced by Him, which when produced this Replyant is humbly of Opinion will be sufficient in the Judgment of this Honble Court for the obtaining his just Demand as to any other matter alleged by the Defendant (this Replyant) if he is of Opinion it may Avail him leaves it to the Proof He may produce thereof, All which matters and things this Defendant is ready to Aver maintain and prove as this Honble Court shall direct and Humbly prays as in and by his said Bill he has already Prayed &c

Archdale Palmer
Att^y for the Replyant

Read and Filed
the 1st September 1761

Rejoinder

of Hendrick Smith of Madras Inhabitant Defendant to the Replication of George Mackay of the same place Merchant Complainant

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of benefit of Exception to the many Errors Untruths and Uncertainties in the said Replication Contained for Rejoinder thereunto saith that all and every thing in this Defendants said Answer are true and sufficient to prove that the Complainant has no just Right to the said Premises and that the Complainants said Bill of Complaint is very untrue and Imperfect And this Defendant therefore

manner by Servants comeing to him to let his House: and therefore this Defendant thought proper to let it to any other Person, to which the Complainant Replyed that he would put this Defendant in this Honble Court, to which this Defendant Answered the Complainant, that he hopd Not, but that he would save himself the trouble; and at the same time this Defendant told the Complainant that the said House was to be sold and that Mr. John Sprat was about buying it to which the Complainant Answered he would go and look at the said Premises upon which he did go. And the Complainant also saith in his Bill of Complaint that this Defend=ant requested of him the Complainant to go and View the said Premises and that this Defendant did say that he had rather let the Complainant have the Preference As to what the Complainant mentions in his Bill of Complaint . . . . . ever he mentioned any such words to the Complainant. This Defendant does not deny but that the Complainant did meet him on the Glacis the same Day as he was going home from the Fort where the Complainant told this Defendant that he had been looking at the said Premises upon which the Complainant asked this Defendant what Mr. John Sprat had offered for the said Premises to which this Defendant Answered Eight Hundred Pagodas and that there was a Dispute about five Timbers to which the Complainant Answered that it was Agreed deal of Money for it, this Defendant said I do not think it is, and further the Complainant asked this defendant what is the lowest price you will take for the said Premises this Defendant Answered Eight Hundred and Twenty Pagodas upon which the Complainant offered Eight Hundred and ten Pagodas and said some words to that or the like purpose that if this Defendant liked that proposal the Sale was to be made out, and immediately the Com=plainant asked this Defendant whether the water did not come up to the said House, to which this Defendant Answered it did sometimes, upon which the Complainant said immediately we will get a Machlin to View the said House, who was never desired by either of them to go; And as for the Complainants Alledging in his Bill of Complaint that he said to this Defendant that provided he would put the five Teak Timbers together with the House he would give the Sum of Eight Hundred Pagodas the Sum that Mr. John Sprat had before offered, and that this Defendant replyed or words to that or the like purpose that he imagined the said John Sprat would be Hereby averse his letting the said Premises to any other Person for the Sum he had offered, but provided the Complainant would give this Defendant

" which she insist for to have it and I cannot by no means let you have the said
" House situated in the Maratta Town And soe as I should dispose of it to
" any Person I will forfit the Price of the said House beforementioned Viz.ta
" dated Fort St George the 15th April 1761 " To which Letter your Orator made
the following Answer to the said Hendrick Smith " To Mr Hendrick Smith
" Fort St George 18th April 1761. Sir " I received the Letter you wrote me last
" Night And if you do not immediately put me in Possession of the two Houses
" And five Timbers I bought of You the other Day for 810 Pagodas, I will file a
" Bill against you in the Mayors Court and oblige you to stand to Your Bargain
" Therefore if you consider your own interest you had better save yourself Expence
" and me trouble Yr humble Servant send me your Answer by the Bearer, In
Answer to which your Orator received the following Letter from the said Hendrick
Smith " Sir I Received Your favour this day and have given you my reasons
" yesterday I have no other thing to say in regard to the House but what I have
" already said and you are sensible there have been no Contract I am Sir Your
" most obedient Servant, Fort Saint George 18th April 1761 " By which
Letter of Your Orators it appeareth that Your Orator has demanded to be put
in Possession of the Premises so purchased of the said Hendrick Smith being
firmly of Opinion that the said Hendrick Smith was bound so to do
But now so it is may it please this Honble
Court the said Hendrick Smith Obstinately and Wilfully refuses your
Orator any manner of Satisfaction touching the Premises Your Orator there-
-fore prays a General Relief such as to this Honourable Court shall appear
Agreable to Equity and good Conscience To the End therefore that
the said Hendrick Smith 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 truely fully and Effectually to all intents and
purposes as if the same where here again Repeated and Interrogated
and be Particularly Interrogated whether He the said Hendrick Smith
did not Bargain and Sell unto Your Orator the said Premises in the
manner herein before recited and so whether he the said Hendrick Smith did
not at any time or times after the said Premises were so sold to Your Orator Say
or utter to any Person in Conversation with the said Hendrick Smith that
he the said Hendrick Smith had sold the said Premises to Your Orator in
manner aforesaid And be Decreed to Deliver the said Premises to Your
Orator upon Your Orators Paying him the sum of Eight hundred and
ten Pagodas also to pay Your Orator all such Rent as now is or hereafter

Mayor's Court
at
Madraspatnam

Saturday the 19th day of December
Anno Domini 1761

Present

Peter Maurice Esquire Mayor
Francis Taylor, John Lawes Smith
John Call[illegible], John Debonnaire
Henry Eustace Johnson, Tho. Powney &
John Whitehill, Aldermen

Between Samuel Johnson late Master
Merchant Complainant and De Fortenay
also of the same place Prisoner of Her . . .
Defendant . . . . .

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill, but wilfully and obstinately refuses 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 Thousand & two Rupees together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Filed the 25th March
Read the 28th Ditto } 1761

To the Honble the Mayors Court at
Madraspatnam

Humbly Complaining. Shows unto Your Honble Court Your Orator George Mackay of this place Merchant That Whereas Your Orator on or about the eleventh day of this Instant April meeting with one Hendrick Smith of this place Inhabitant coming to the White Town Your Orator on Conversation with the said Hendrick Smith desired him the Plaintiff to Bring to Port a House situated in the Moors the Property of the

to be and appear Immediately to give Special Bail to Stand the Issue of this Suit - But in default thereof that a Warrant of Arrest may Issue Immediately Issue upon Your Orator making Oath to the justness of his Demand, and that he has Reason to believe that the said Lacambrave will abscond upon hearing that this Bill is filed against him - And Your Orator further Prays that the said Lacambrave may be obliged to Answer this Your Orators Bill of Complaint, and further, to Stand and abide such Order and Decree therein as to this Honble Court shall seem Meet ...

Rich.d Fysse
Attorney for the Complainant

This is to Certifie that the abovenamed Daniel de Castro hath this day appeared before me and made Oath that Lacambrave is justly and truely indebted unto him in the Sum of Seventy Pagodas and that he hath Reason to believe that the said Lacambrave will abscond upon hearing this Bill is filed against him -
Witness my hand this 10th December 1761

Peter Marriette
Mayor

Mayor's Court at Madraspatnam

Saturday the 19 day of December Anno Domini 1761 ...

L.S

Present

Peter Marriette Esquire Mayor
Francis Taylor, John Lewen Smith
John Calland, John Debonaire
Henry Eustace Johnson, Thomas Powney &
John Whitehill, Aldermen ...

Mayors Court

Between Daniel de Castro of Madras Merchant Complainant and Lacambrave 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 Whitehill and joint Sum of Seventy 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 ...