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To the Honble the Mayors
Court at Madraspatnam

Humbly Complaineng Sheweth unto this Honble Court Your
Orator Francis Anderson of Madras Inhabitant that one Condau Gruapah also
of the same place Inhabitant stands endebted to your Orator in the full and just
Sume of Seventy Eight Pagodas and Nine fanams Current Money of Madras
arising upon a Transfer Obligation standing in Sterling Money of Great Britain
accounting every Pagoda eight Shillings, the Sum of Sixty four Pounds and
six Shillings or thereabouts as will more fully and at large appear by a
translate of the said Obligation together with a Transfer thereof hereunto annexed for the
inspection of this Honble Court and to which your Orator most humbly refers
prayeing the same may be admitted as part of this your Orators Bill of Complaint
Your Orator further sheweth unto this Honble Court that
he hath frequently and unanimable manner Requested payment from the
said Condau Gruapah of the said Sum of Seventy Eight Pagodas and Nine fanams
But now so it is May it please this Honble Court the
said Condau Gruapah obstinately and Wilfully 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 agreable to equity and
good conscience To the End therefore that the said Condau Gruapah may
upon his Corporal Oath a true and perfect Answer make to all and singular
the Matters and things herein before alledged and set forth, as fully fully and
effectually to all intents and Purposes as if the same were herein again repeated
and interrogated and be Ordered to pay unto your Orator the aforesaid Sum
of Seventy Eight Pagodas and Nine fanams with all Interest due thereon
also all Costs of this Suit

May it Please this Honble Court to cause the
said Condau Gruapah to be Summoned and Required by the Sheriff of Fort
Saint George Town of Madraspatnam and the Districts thereof personally
to be and appear at a certain time and place to be by this Honble Court
Ordered and appointed then and there to answer this Your Orator Bill
of Complaint and further to stand to and abide such Order and Decree
therein as to this Honble Court shall seem Meet

William Brownrigg to

Translate of an Obligation as near as can be from the Original by Conarapah Sworn Interpreter

October 12th 1739

I Gruspah the Son of Condan Formallaia do hereby acknowledge to have executed this Obligation and to have borrowed and Received of Angarapah the Son of Perch Gruspah the full and just Sum of Seventy eight Pagodas and one quarter of a Pagoda, which Sum I promise to pay with the Interest that shall become due thereon at the Rate of Nine per Cent p.r Annum on Demand and for further Security I do hereby Mortgage my House as p.r Bill of Sale thereof which House I bind myself to sell on the Demand of said Debt dated October the 12th 1739 and do hereby declare that to this Obligation are the following Witnesses Carma Rodrain and Napa Desanna and that it was Transacted before Madanna Rodrain Witness my Hand

The mark of Gruspah

We Lakhmaia Visvanada and Cacipathy Brothers and Copartners of Angarapa deceased do hereby for us Our Heirs Executors administrators and assigns, Jointly and Severally transfer and make over unto Frances Anderson of Madras Inhabitant his Heirs Executors Administrators and Assigns, all our Right and Title to the Obligation for Seventy Eight Pagodas and one Quarter of a Pagoda Given unto us by Gruspah the Son of Condan Formallaia and to run at Interest at Nine p.r Cent p.r Annum in the said Obligation as above Recited we do transfer and make over unto the said Frances Anderson His Heirs Executors Administrators and Assigns for his Interest Note of hand for Eighty two Pagodas, Payable two Months from the date hereof with all the Interest that is or hereafter may be due thereon as Witness Our Hand this twenty sixth day of December in the Year of Our Lord One thousand seven Hundred and Sixty Two

Witness by

Mayor's Court

Mayor's Court Madraspatnam

Tuesday the 18th day of January Anno Domini 1763

Present

John Debonaire Esquire Mayor
Peter Mariette & Abraham Browne
Aldermen

Between Francis Anderson of Madras Inhabitant Complainant and Condan Gruspa also of the same place Inhabitant Defendant

The defendant appearing in Court and acknowledging the justness of the Complainants demand, this Court doth therefore thereby Order and Decree and doth accordingly Order and Decree that the defendant shall pay unto the Complainant the full and just Sum of seventy eight Pagodas nine fanams (Pagodas 78 9) together with all such Interest as now is or hereafter shall become due thereon according to the Tenour of the Obligation sued for (also all Costs of Suit .....

Mur

Read & Filed
11th December 1762

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles De Hayde now Residing at Cuddalore Writer by his Attorney John Monie of Madras Inhabitant, that Whereas one Pottapah also of the same place Inhabitant stands indebted unto your Orator in the full and just Sum of One Hundred Pagodas Current Money of Madras accounting every Pagoda eight Shillings the Sum of Forty Pounds or thereabouts Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment of the said Sum of One Hundred Pagodas from the said Pottapah

But now so it is May it Please this Honble Court the said Pottapah Obstinately and Wilfully Refuses to give Your

therefore pray a General Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the End therefore that the said Pottapah may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before alledged and setforth as fully Truly and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the aforesaid Sume of One Hundred Pagodas with all Interest due thereon Also all Costs of this Suit

May it Please this Honble Court to cause the said Pottapah to be Summoned and Required by the Sheriff of Fort Saint George Towne of Madraspatnam and the Districts thereof Personally to be and appear at a certain time and place to be by this Honble Court prefixed and appointed there and there to Answer this Your Orators Bill of Complaint and further to stand to and Abide such Order and Decree therein as to this Honble Court shall seem meet

William Cranwell
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 18th day of January Anno Domini 1763

Present
John Debanaere Esquire Mayor
Peter Manette & Abraham Browne
Aldermen

Between Charles Dallaydo now Residing at Cudda Cove Writer, by his Attorney John Monk of Madras Inhabitant Complainant and Pottapah of Madrass Inhabitant Defendant

The Defendant Appearing in Court

Read and filed
16th November 1762

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Francis Swordan late of Madras Merchant by his Attorney Peter Perring also of the same place Merchant that Whereas Audy Nawadiva also of the same place Comicoply stands indebted to your Orator in the Sume of Five Hundred and twenty five Pagodas making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda two Hundred and ten pounds or thereabouts all which will more fully appear upon Reference to a Bond Ready to be produced when Required by this Honble Court and Whereas your Orator hath frequently and in an Amicable manner demanded Payment of the said Sum

But now so it is May it please this Honble Court the said Audy Nawain Obstinately and Wilfully Refuses your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to Equity and Conscience To the End therefore that the said Audy Nawain may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before alledged and setforth as 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 Five Hundred and Seventy five Pagodas together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the

that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred Pagodas / Pagodas 100 - - / together with all the Interest that now is or hereafter may become due thereon untill full Payment is made according to the Tenour of the Obligation and also for also all Costs of this Suit

Fiat

and appear at a certain time and place to be by this Hon^ble 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 therein as to this Hon^ble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 25 day of January Anno Domini 1763

Present

John Debonaire Esqure Mayor
Peter Marriette, Thomas Parvney &
Abraham Bromne Aldermen

Mayors Court

Between Frances Jourdan late of Madras Merchant by his Attorney Peter Perring also of the same place Merchant Complainant and Audy Nanaen also of the same place Coniscopley Defendant

It Appearing to this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill, but wilfully and Obstinately Refusing so to do — This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five Hundred and twenty five Pagodas / Pagodas 525 0 0 / together with all such Interest as now is or hereafter shall become due thereon / according to the Tenour of the Obligation sued for / also all Costs of this Suit

By Cur

Read and filed
25th January 1763

To the Hon^ble the Mayors Court
at Madraspatnam

Humbly Complaineing Sheweth unto this Hon^ble Court your Orator John Debonaire of Madras aforesaid Merchant that whereas Mamana Rachanah now Residing in Madras aforesaid Merchant stand indebted unto your Orator in the full and just Sum of One Thousand Nine hundred Pagodas Current Money of Madras making in Sterling Money at the Rate of Eight Shillings each Pagoda the sum of seven Hundred and sixty Pounds Lawfull Money of Great Britain as will more fully and at large appear by Translate of a Bill of Exchange drawn by Gago daveeka Bussovapah and Account Current hereunto annexed for the inspection of this Hon^ble Court and which your Orator prays may be Deemed as part of this your Orators Bill of Complaint

And Whereas Your Orator hath often times and in an Amicable manner demanded Payment of the said Sum of One Thousand Nine Hundred Pagodas of the said Mamana Rachanah But now so it is May it Please this Honourable Court the said Mamana Rachana Obstinately and Wilfully Refuses to your Orator any Manner of Satisfaction touching the Premises your Orator therefore pray a General Relief such as to this Hon^ble Court shall appear to equity and good Conscience

To the End therefore that the said Mamana Rachana 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 be Decreed to pay unto your Orator the aforesaid Sum of One Thousand Nine Hundred Pagodas with all the Interest due thereon also all Cost of this Suit

May it Please this Hon^ble Court to cause the said Mamana Rachanah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Assistants thereof Personally to be and appear at a certain time and place to be by this Hon^ble 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 therein as to this Hon^ble Court shall seem Meet

William Bishop
Attorney for the Complainant

Translate as Near as can be taken from Gaunarese Language by Conacapa Anorn Interpreter

To Mamana Rachana and Annachellum Gagodarene Buferapa sends his Compliments, Sam very well in health at Madras this Sixteenth of August Hope you will Write me of your Health, I have Stand indebted to Mr Debonaire Two thousand Pagodas for which he sues me in Court, three Court Days are passed the Court give me a vast deal of Trouble, By the means of Nella Chauntauher, Mr Debonaire hath agreed to Accept Five Hundred Pagodas a Month, therefore you are to pay him five Hundred Pagodas upon the thirtieth day of this Month, and the thirteenth day following five Hundred Pagodas more, making four Payments in the whole Monthly, and every Month, I have Should payed here you are Nevertheless to Accept this Bill, Nella Chauntauher has sent from, God made this Agreement, If there is not Shame will follow, If you will draw a Bill of Exchange I will pay it here out of the Money you now or may hereafter have to send here you are to pay to Mr Debonaire five Hundred Pagodas Monthly and every Month, But I write more fully in any new Letter, my Compliments

Said to be a true Translate by Conacapa Anorn Interpreter

William Bishop

Dr Mamana Rachana to John Debonaire Esqr

1762		Pag. fs.	
Augt 16	To your Accepted Bill of		
1762	Gagodarene Buferapa 2000	By Cash Received	100 " "
Jan.y 25	To Interrest	By Ballance of Principal Advanced	1900 " "
	Pagodas	Pagodas	2000 " "

Fort Saint George the 25th January 1763

Errors Excepted

John Debonaire

Mayors Court at Madraspatnam

Tuesday the 1st day of February Anno Domini 1763

Present

Mr. Peter Marriette Senior Reading Alderman
Thomas Pomney, Abraham Browne
& James Hay Aldermen

Between John Debonaire of Madras aforesaid Merchant Complainant and Mamana Rachanah now Residing in Madras aforesaid Merchant Defendant

Mayors Court

The Defendant being in Court and acknowledging the Justice of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One thousand Nine Hundred Pagodas / Pagodas 1900 " " / together with all such Interrest as now is or hereafter shall become due thereon until full is made Also all Costs of this Suit

Ent

Read and filed 8th February 1763

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Humphry Lincoln Court Serjeant of Madras that Whereas Chiddapatte Merchant also of this Place stands indebted to your Orator in the full and just Sum of Forty Pagodas Current Money of Madras making in Sterling Money of Great Britain according to every Pagoda eight Shillings the Sum of Sixteen Pounds or thereabouts, as will more fully and at large appear by a Translate of an Obligation hereunto annexed for the inspection of this Honble Court and

Admitted as part of this your Orators Bill of Complaint

Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Chuddapah of the said Sum of Forty Pagodas

But now so it is May it Please this Honble Court the said Chuddapah Obstinately and Wilfully 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 agreable to equity and good Conscience To the End therefore that the said Chuddapah may upon his Corporal Oath true and Perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto your Orator the aforesaid Sum of Forty Pagodas with all Interest due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Chuddapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof, Personally to be and appear at a Certain time and place to be by this Honble Court 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 therein as to this Honble Court shall seem Meet

William Cromwell
Attorney for the Complainant

A True Translation as Near as can be from the Original by Comacopa Sworn Interpreter Fort Saint George the twenty second day of January in the Year of Our Lord one thousand seven Hundred and sixty three

Madras ss September 5th 1762

I Chadapah Mondeliar the Son of Chitchapah Mondeliar do hereby acknowledge to have Borrowed and Received from Humphry Lewcock the full and just Sum of Forty Pagodas Current Money of Madras Payable with the Interest of Eight p Cent same time in the Month of October Next ensuing and for Which said Sum of Forty Pagodas have Mortgaged unto the said Humphery Lewcock my Dwelling House Situated in Budriatic Street between the Houses of Pedawanna and The Lanellume Witness Yoduvah

Mayors Court
at
Madraspatnam

Tuesday the 15th day of February
Anno Domini 1763

(26)

Present
John Debonaire Esquire Mayor
Peter Marsette, John Callahead Esq
Abraham Brenne Aldermen

Between Humphrey Lewcock Court Sergeant of Madras Complainant and Chudapah also of the same place Merchant Defendant

Mayors Court

The Defendant appearing in Court and acknowledging the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Forty Pagodas Pagodas 40 - - together with all such Interest as now or hereafter shall become due thereon untill full Payment is made according to the Tenour of the Obligation and for also all Costs of this Suit

By the Court

Filed the 11th February 1763
Read 15th February 1763

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Thomas Powney of Madras Merchant that whereas Sadanagar Anna Moodeliar, Sunkeary Comarjar Moodeliar, Sengunda Naick Chingleroy Moodeliar and Talavahe Wadagarry Moodeliar now indebted jointly and Severally to your Orator in the Sum of Ten Pagodas and for the Recovery

Pagodas making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda Eight Hundred and thirty three Pounds four Shillings as the same as more fully and at large appear upon Reference being had to a Bond ready to be produced when Required by this Honble Court and whereas your Orator has frequently demanded the Payment of the said Sum

But now so it is May it please this Honble Court the said Parumagar annah Moodeliar, Tennery Comayar Modeliar, Singada Wauh Chungleroy Modeliar and Pedavore Wadagary Modeliar Refuses your Orator Satisfaction in the Premises your Orator therefore prays the General Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the End therefore that the said Parumagar annah Modeliar, Tennery Comayar Modeliar, Singada Wauh Chengleroy Modeliar and Pedavore Wadagary Modeliar may upon their Corporal Oaths true and Perfect Answer make to all and Singular the matters and things herein before alledged and set forth as truely fully and Effectually to all intents and Purposes as if the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the aforesaid Sum of Two thousand and Eighty three Pagodas together with all such Interrest as now is or may hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Parumagar Anna Modeliar, Tennerry Comayar Modeliar Singada Wauh Chungleroy Modeliar and Pedavore Wadagary Modeliar to be Summoned and Required by the Sheriff of Fort Saint George Inter Madrashatriams at Large thereof to be and appear immediately before this Honble Court and on Default thereof the Warrant of Arrest may immediately issue your Orator being Ready to make Oath that he believes that the said Parumagar Modeliar Tennery Comayar Modeliar, Singad Wauh Chungleroy Modeliar Pedavore Wadagary Modeliar will Abscond the Jurisdiction of this Honble Court upon hearing of this Bill of Complaints being filed against them as also to the Justness of Your Orator Demand and that they may then & there Answer this Your Orator Bill of Complaint and stand to and Abide such Order and Decree as to this Honble Court shall Seem Meet

The Complainants having Appeared before me this day and made Oath that he believes that the Defendants will Abscond from the Jurisdiction of this Court upon having this Bill filed against him, Let a Summons and a Warrant of Arrest Issue, February the 11th 1763

Archdale Palmer

to Answer the Sums Mentioned in the within Bill of Complaint and that he has some Reason to believe that the Defendants will Abscond from the Jurisdiction of this Court upon having this Bill filed against him, Let a Summons and a Warrant of Arrest Issue, February the 11th 1763

John Debonaire
Mayor

Mayors Court
at
Madrasapatanam

Tuesday the 15th day of February
Anno Domini 1763

Present
John Debonaire Esquire Mayor
Mer Mariette John Ballard
& Abraham Browne Aldermen

Between Thomas Feveney of Madras Merchant Complainant and Parumagar annah Modeliar, Tennery Comayar Modeliar, Singada Wauh Chungleroy Modeliar and Pedavore Wadagary Modeliar also of the same Place Merchants Defendants

The Defendants being in Court to and acknowledging the Justness of the Complainants demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Two Thousand and Eighty three Pagodas (Pags 2083) together with all such Interest as now is or hereafter shall become due thereon until full Payment is made according to the Tenour of the Obligation and for also all Costs of this Suit

Plus

Read and filed
1st February 1763

To the Worshipfull the Mayor's Court
at Madraspatnam

Humbly Complaineth unto this Worshipfull Court your Orator Moorcartum Morgam of Madras Merchant that Whereas Rustrapatlah and Cundapah Merchants also of this Place stands indebted to your Orator in the full and just Sum of One Hundred and Eighty five Pagodas Current Money of Madras making in Sterling Money of Great Britain according to Exchange Eight Shillings the Sum of Twenty four Pounds or thereabouts, as will more fully and at large appear by a Translate of an Obligation herewith annexed for the inspection of this Worshipfull Court and to which your Orator most humbly Refers Praying the same may be Accounted a part of this your Orators Bill of Complaint

Your Orator further sheweth unto this Worshipfull Court that he hath frequently and in an Amicable manner Requested Payment from the said Rustrapatlah and Cundapah of the said Sum of One Hundred and Eighty five Pagodas

But now May it Please this Worshipfull Court the said Rustrapatlah and Cundapah Obstinately and Wilfully Refuse to give your Orator any manner of Satisfaction touching the Premises your Orator therefore Prays a General Relief as such as this Worshipfull Court shall appear agreable to equity and good Conscience And the said Defendants Rustrapatlah and Cundapah may upon their Corporal Oaths true and perfect Answer make to all Singular the Matters and Things herein before alledged and set forth as fully fully and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the aforesaid Sum of One Hundred and Eighty five Pagodas Costs of Suit and Such Other Relief as to this Worshipfull Court shall seem meet

Whereupon a Writ of Pone was issued out of this Worshipfull Court bearing Date the 4th day of February 1763 Directed to the Sheriff of Fort St. George Commanding him to cause the said Rustrapatlah and Cundapah to be Summoned and Required by the Sheriff's Peon or Peons Bailiff to be and appear at a certain time and Place to be by this Worshipfull Court Ordered and appointed then and there to answer the aforesaid Orators Bill of Complaint and further to Abide by and Perform such Order and Decree thereon as to this Worshipfull Court shall seem meet

Whereupon the said Rustrapatlah and Cundapah Obstinately and Wilfully Refuse to Appear in Court and Answer to the Orators Bill of Complaint but Contemn the Process of this Court

I Fred. Gonsalvez answer as can be from the Original by Emanuel Interpreter Sworn to me this twenty third day of February in the Year of our Lord One thousand seven Hundred and sixty three

Madras August 16th 1762

We Rustrapatlah and Cundapah the sons of the said Rustrapatlah do jointly mortgage unto Coja Mucartum Morgam our two Houses Situated in Peddah Vauche Pollich and in Pulash Gooindapa Naicks Street between the Houses of Modall Naick and Pagapah Moodelia and Vencatadrepa Oah for the full and just Sum of One Hundred and Eighty five Pagodas Current Money of Madras Received from the said Coja Mucartum Morgam which said Sum we Promise to Pay unto the said Coja Mucartum Morgam on or before the fifteenth day of October next ensuing and in default of Payment we do hereby empower the said Coja Mucartum Morgam to sell the said two Houses and Pay himself

Witnesses
Vencatachellapa
Ramapah Chittivenen

Drawn by Villapah Moodeliar
Signed Rustrapatlah
Cundapah

Mayor's Court
at
Madraspatnam

Tuesday the 22nd day of February
Anno Domini 1763

Present
Saltern Debonnaire Esquire Mayor
Peter Manuelle Thomas Pomeroy
L. Horaham Breame Aldermen

Between Mocartum Morgam of Madras Merchant Complainant and Rustrapatlah Mundapah also of the same place Merchants Defendants

The defendants Appearing in Court and Acknowledging the Justness of the Complainants Demand Is Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant

shall pay unto the Complainant the full and just Sum of One Hundred and Eighty four Pagodas & Pagodas 184 & 1/2 together with all such Interest as Bonds or Bonds after shall become due thereon according to the Tenour of the Obligation and for also all Costs of this Suit

Plea

Read and filed
10th December 1762

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Hon'ble Court Henry

Mayor's Court

Tuesday the 21st day of Dec

Anno Domini 1762

Present

John Bebonaire Esquire Mayor
Peter Marette, Thomas Powney &
Abraham Bowman Aldermen

Between James Taylor now Residing at Chingleput Merchant Complainant and Batta Shahiva Pofs of Madras Merchant Defendant

Appearing by the Rents of this Court that the Defendant hath been served with the Court Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do this Court doth therefore Hereby fix the Costs and Pena and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of One Thousand and five Pagodas & Pagodas 1005 & 1/2 together with all such Interest as Bonds or Bonds after shall become due thereon according to the Tenour of the Obligation and for also all Costs of this Suit

Plea

Read and filed
7th December 1762

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Hon'ble Court Henry

Mayor's Court
at
Madraspatnam

Saturday the 22 day of
Anno Domini

Present
Isaac Delamaire Esquire Mayor
Peter Manette, Thomas Bowry
& Abraham Browne Attorneys

Between Saunders
Crawford by his Attorn
Andrew Ayle of Madr
Merchant Complainan
and Ampaby alias A
varu Pacu Merchant
Defendant

It appearing by the Records of this Court that the Defendant has been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do Pay unto the Complainant the Sum and past Sum of eight Hundred Pagodas (Pagodas 800) together with also such Interest and Costs as shall become due thereon on full Payment or Security given Pursuant to the Tenour of the Obligation and Decree also all Costs of this Suit

By Court

Read and filed
18th January 1763

To the Worshipful the Mayors Court
At Madraspatnam

Humbly Complaineth Saunth unto this Worshipful Court your Orator John Crawford of Madras Merchant that Whereas Bala Rauboo Pyle of Madras Merchant Stand indebted to your Orator in the Sum of Two Hundred Pagodas making in Sterling Money of Great Britain at the Rate of Eight Shillings

for every Pagoda Eighty Fanams or Merchants for Allowance thereof. Pr
Garnasheh for the said Bulla Shetta Dose between Seventy & Eight
for the Payment of the said Sum of Two Hundred Pagodas as by
Order for one Bandar Boat as will more fully and at large appear by
Reference to a Bond Ready to be produced when Required by this Hon
Court and Whereas upon Order hath frequently and in an amicable
manner demanded Payment of the said Sum

But known it is the Most Hon Mayor that the said
any manner of Satisfaction touching the Premises your Orator humbly
prays Special Relief unto this Hon the Court shall appear agreeable
Equity and good Conscience In the end therefore that the said Bulla
Shetta Dose may upon his Corporal Oath & true and perfect Answer
make to all and Singular the Premises and things herein before charged
and as fully as fully and effectually to all intents and purposes
as if the same were here again Repeated and Interrogated and
Decreed to pay unto your Orator the said Sum of Two Hundred Pagodas
together with all such Interest as now is or hereafter shall become
Hereon also all Costs of this Suit

May it Please the Hon the Mayor Court
Bulla Shetta Dose to be Attended and Required by the Messengers
this Hon Court of Madraspatnam and Thereof Shew Cause
to be and appear duly & true Answer to the Premises
Bill of Complaint and further to Stand to and Abide such Order and Decree
as this Hon Court shall seem Meet

Solicitor for Petitioner

Mayors Court
at
Madraspatnam

Tuesday the 6th day of
Anno Domini 17

(L.S.)

Present
Mr Peter Marsette Senr Alderman
Abraham Binnie & James Hay
Aldermen

Mayors Court

Between John Calland
Madras Merchant Complainant
and Bala Shetta Dose also of
the same Place Merchant Defen

Appearing by the Records of this Court that the Defendant
hath been served with the Usual Rules to Answer the Complainants Bill
but Wilfully and Obstinately Refusing so to do This Court doth therefore
think fit to Order and Decree and doth accordingly Order and Decree
that the Defendant shall Pay unto the Complainant the full and just
Sum of Two Hundred Pagodas Pagodas 200 0 0 together with
Such Interest as now is or hereafter shall become due thereon until
full Payment is made according to the Tenour of the Obligation and
for also all Costs of this Suit

(L.S.)

Filed the 12th March 1763
Read the 15th Ditto 1763

To the Hon^ble the Mayors
Court at Madraspatnam

Humbly Complaineth Sheweth unto this Hon^ble Court your
Orator Christnah of Madras Merchant on his own Account and also
on Account of his Brother Tayanah Chetty Deceased his late Partner
in Trade, That Whereas Cojd Marcar now Residing on Madras
Merchant Stands indebted to your Orator and his Deceased Brothers
Estate in the Sum of One Hundred Pagodas making in Sterling
Money of Great Britain at the Rate of Eight Shillings for every
Pagoda

Coja: Marcos ..... To Christmas .....

To Quire Post Paper		2	0
To 10 Ditto Ditto		1	20
To 5 Books		2	0
To 11 Pair Ivory Knives and forks		2	0
To 11 Pair Ditto Ditto		1	8
To 1 Roll of Black Ribbon		4	0
To 1 Pair Gilt frame Looking Glasses		2	24
To 1 Ditto Ditto Small		2	0
To 1 Ditto Ditto Large		3	0
To 2 Dozen Cups and Saucers		2	0
To 1 Ditto Wine Glasses		1	0
To 1 Ditto Drams Ditto		0	24
To 8 Yards Blue Carmblet		5	0
To 1 Pair of Pistols		3	0
To 6 Ditto Green Handle Knives and forks		1	24
To 1 Dozen Waste Coat Buttons		1	12
To 12 Sword Blades		10	0
To 2 Tea Tolls		0	10
To 2 Ditto		0	12
To 2 Trafallys		1	12
To 13 Play Things		0	13
To 1 Tea Tolls		1	3
To 1 Bottles Hungary Water		1	0
To 2 Yards Blue Carmblet		1	10
To 12½ Ditto Flower Lace		15	25
To 10 Silk Thread		0	20
To 1 Dozen Pocket Looking Glasses		1	18
To 2 Small Looking Glasses		0	6
To 2 Pound Tobacco		0	16
To 15 Pencils		0	20
To Paper and Tobacco		1	14
To Cash paid		0	6
To Respondentia on the Above 1st Agreement at 120 p Cent	70	0	0
To 2 Plate of Pickle and one Dozen Cups and Saucers 15 Madrass Pagodas Which makes Current Pagodas	16	0	0
	Pagodas 100	0	0

For St George the 11th March 1763
Errors Excepted
Jno Q

Pagodas Forty Pounds as will more fully and at Large appear upon Reference to the Account for the Disposition of the Money (and Interest demanded) Payment of the same from the said Coja Marcos

Whereas the said Coja Marcos Obstinately and Wilfully refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a Special Writ of Subpoena issue out of this Honble Court the said Coja Marcos Obstinately and Wilfully refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a Special Writ of Subpoena issue out of this Honble Court the said Coja Marcos thereby Commanding him personally to be and appear before the Honble Thomas Hyde Esqr Mayor and the Worshipfull Richard Aldermen his Assistants at the Guildhall of the City of London on Thursday the 24th day of March Instant at Ten of the Clock in the Forenoon of the same day to Answer the Premises and to Stand to and Abide such Order and Decree therein as to this Honble Court shall seem Meet

Archdale Parnell

Humphrey Cholmeley having Appeared before me Attorney for the Complainant

the Defendant made Oath as is herein mentioned &c

Sworn before me this 12th day of March 1763

John Belmain Mayr

Mayors Court
at
Madrasapatnam

(21)

Mayors Court

Tuesday the 15th Sept.
Anno Domini 1762

Present
Isaac Pidgeon Esquire Mayor
Peter Marette Abraham Bouquet
& James Kay Aldermen

Between Cojenabe Ramadulah
Merchant on his own behalf
on Account of the Brethren
Tanpah Chetty Named in
the Petition and Sons &c
Complainant and Coja Moree
Now Residing at Madrasapatnam
Merchant Defendant

The Defendant having on Court day acknowledging the Complainants Demand & this Court doth therefore Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Nine Hundred Pagodas 900 ~ ~ together with all such Interest as moneys of this Suit

Read and filed
7th March 1763

Pour

To the Honble the Mayors Court
at Madrasapatnam

Humbly Complaineth Sheweth unto this Honble Court your Orator John Cotland of Madras Merchant that Cojenabe Ramadulah late of the same place Merchant stands entitled to your Orator in the following Sum of Eight Hundred and Eighty Eight Pagodas Eight Fanams and Nineteen Cash Money of Madras for the Ballance of an Account Current made up and Closed between your Orator and the said Cojenabe Ramadulah on the 7th March 1763 as by the Ballance of the said Account Current hereunto annexed will more fully and at large appear by an Account Current hereunto annexed upon inspection of this Honble Court unto which your Orator most humbly Refers praying the same may be admitted as part of this your Orators Bill of Complaint Your Orator further sheweth unto this Honble Court that he hath frequently Demanded in an Amicable manner Repeated Payment from the said Cojenabe Ramadulah of the said Sum of Eight Hundred and Eighty eight Pagodas Eight Fanams and Nineteen Cash but Notwithstanding which so it is May it please this Honble Court the said Cojenabe Ramadulah Obstinately and Wilfully 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 agreable to equity and good Conscience To the End therefore that the said Cojenabe Ramadulah may upon his Corporal Oath & true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truly and effectually to all intents and Purposes as if the same were here again repeated and Interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of Eight Hundred and Eighty Eight Pagodas Eight Fanams and Nineteen Cash with all Interest due thereon also all Costs of this Suit May it Please this Honble Court to cause the said Cojenabe Ramadulah to be summoned and Compelled by the Sheriff of Fort St George Town of Madrasapatnam and the Districts thereof Personally to be and appear at a certain time and Place to be by this Honble Court 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 therein as this Honble Court shall seem Meet

William Fergusson
Attorney for the Complainant

Dr Cojenabe Ramadulah on Account Current with John Cotland Cr

1762 Aug.	1	To Interest on 2000 from 1st Aug. 1762 to 31st Jan. 1763 being 6 M. at 8 p Cent p Annum	80	1763 February	13	By Mus. Hay Servants Obligat. 2200 ~ ~
1763 Jany	31	To Cash lent him	2990 ~ ~			By Interest on the Above Sum for 13 days at Eight p Cent p Annum
		To Interest on the Above sum from 31st Jany to the 7th March 1763 being 7 & 7 p Cent p Annum	28 ~ 21 3	March	7th	By Ballance
		Pagodas	3098 ~ 21 3			Pagodas 3098 ~ 21 3

Fort St George 7th March 1763
Errors Excepted
p. John Cotland

Mayor's Court
at
Madrasapatnam

Tuesday the 15th day of March
Anno Domini 1763

(L.S.)

Present

John Pybus Esquire Mayor
Peter Marsille Thomas Hanbury &
Abraham Bonnine Aldermen

Mayor's Court

Between John Pollicat Warraien Chetty
Merchant Complainant and
Angalay Ramachetty alias Ramah
same Place Merchant Defendt

The defendant appearing on Court and having
seen the Writings of the Complainants Attorney this Court doth
think fit to Order and Decree and doth accordingly Order and Decree that
the Defendant shall pay unto the Complainant the full and just Sum of
Eight Hundred and Eighty Eight Pagodas 888 8/10 Eight Fanams and Twelve
Cash / Pagodas 888 8/10 / together with all such Interest as shall
hereafter shall become due thereon until full Payment is made
according to the Tenor of the Obligations and for Taxation of Costs of this Suit

Per Curr

Filed 12th March 1763
Read 15th ditto ditto

To the Worshipfull the Mayor Court
at Madrasapatnam

Humbly Complaineth Shewith unto this Worshipfull Court your Orator
Thomas Hanbury of Madrasapatnam Merchant That Whereas Pollicat Warraien Chetty
of Madrasapatnam Merchant stands indebted unto your Orator in the Sum of
One Thousand one Hundred Pagodas making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda four hundred and
forty Pounds All which will more fully appear upon Reference to the
Obligation Ready to be produced when Required by this Worshipfull Court
and whereas your Orator hath frequently and in an amicable manner
demanded Payment of the said Sum But true it is that the said Pollicat Warraien Chetty Obstinately and Contemptuously
Wilfully Refuses your Orator any manner of Satisfaction touching the Same
your Orator therefore prays a General Relief such as to this Worshipfull Court
shall appear agreeable to Equity and good Conscience And to the end therefore
that the said Pollicat Warraien Chetty may upon his Corporal Oath a true
and perfect Answer make to all and Singular the matters and things
herein before alledged and set forth as fully fully and Effectually to all
Intents and purposes as if the same was here again Repeated and
Interrogated and that Decreed to pay unto your Orator the said Sum of
One Thousand One Hundred Pagodas with all Interest due thereon for
all Costs of this Suit

May it Please this Worshipfull Court to cause the
said Pollicat Warraien Chetty 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 Worshipfull Court
appointed and personal then and there to answer this your Orator's
Bill of Complaint and further to stand to and abide such Order and
Decree thereon as to this Worshipfull Court shall seem Meet

This Bill being shewn to me
between the Days of Adjournment
for my Approbation Let a Summons
issue thereon 11th March 1763

John Pybus Mayor

Archdale Parsons
Attorney for the Complainant

Mayor's Court
at
Madrasapatnam

Tuesday the 22d day of March
Anno Domini 1763

Present

(2 d)

Mayor's Court

Present

John Delamaire Esquire Mayor

Peter Marselle } Thomas Pooney Esqrs

Abraham Bramure } Aldermen

Between Thomas Pooney of Madras Merchant Complainant

and

Pallee Parrum Chetty alias Pallee Moodeliar Defendant

The defendant appearing in Court and acknowledging the justness of the Complainants demand Its Court doth therefore 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 One Hundred Pagodas Pagodas 1100 or such other sum as now is or hereafter shall become due thereon according to the Order of the Obligation and for want thereof

[illegible]

Read and filed
2d March 1763

To the Honble the Mayor & Court at Madrespatnam

Humbly Complaining Sheweth unto the Honble your good Worships Thomas Pooney Inhabitant of St Thome Merchant that whereas Coneraputt Vencatapa Chetty of Madras Broadmans Street entered Into an Obligation or Bond bearing Date the 19th day of January 1762 whereby he the said Coneraputt Vencatapa Chetty became bound unto your Complainant in the Sum of Two Thousand Two Hundred Pagodas of Madras Current Coin of Great Britain with Interest thereon at the Rate of Twelve Pagodas Per Cent per Annum as in and by the said Obligation or Bond relation being thereunto had may more fully and at large appear upon the Translation of a Bond executed by the said Coneraputt Vencatapa Chetty in the Tamul Language and Character which he the said Coneraputt Vencatapa Chetty hath frequently Confessed and Acknowledged to be his Act and Deed and which he the said Coneraputt Vencatapa Chetty hath also promised and Assured your Complainant he would Discharge the same but now so it is May it please your Honble Court the said Coneraputt Vencatapa Chetty refuses to pay your Complainant the said Sum of Two Thousand Two Hundred Pagodas with the Interest due thereon or any part thereof Wherefore your Complainant humbly prays that the said Coneraputt Vencatapa Chetty may upon his Corporal Oath at or near the Foot of Answer make true and Perfect Answer to the matters and things herein before alledged and set forth as fully and Effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated and as Your Complainant is Ready to pay unto your Honble Court the said Sum of Twenty Nine Pagodas together with such Interest as now is or hereafter shall become due thereon also all Costs by this Suit

May it Please this Honble Court to cause the said Coneraputt 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 Required then and there to Answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree thereon as this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Saint Thome the 6th October 1763

I Vaseva Colunda Chetty do hereby acknowledge to have sold and transferred unto Mr Thomas Peter Palmer an Obligation Bond of Twenty Nine Pagodas for the Sum of Twenty Two Pagodas

Witness
A Benzoni Chetty
Moota Condapareto

Drawn up by Cashavan Coneraputt
Signed by Colund Chetty

Saint Thome the 19th January 1762

I Coneraputt of Madras Boat Mane do acknowledge and owe an Agreement to Vaseva Colunda Chetty for the sum of Thirty Pagodas Current of Madras Received of him which sum I do pay the sum of 10 Pagodas the 23rd day of May 10 Pagodas the 20th day of September and the Remaining 10 Pagodas the 20th day of February — Witness Vellapah Agrahoreny Coneraputt

Condapatch Coach Arrangements Sundry Articles for the Journey Mr Arrangements
Allandum
Entered August 2d Expedited

Signed by
Comrapah

The Allowances attested to be true transcribed from the Corporation Ledgers by Court
Court Interpreter

Arskdale Palmer
Attorney

Mayor's Court at
Madraspatnam

Tuesday the 15th day of March
Anno Domini 1763

Present
John Brohier Esquire Mayor
Peter Marsette, John Cotsford
Jonathan Bourne & Thomas Roy
Aldermen

Mayor's Court

Between Thomas Peter Hyman
of Saint Thomas Merchant Complainant
and Commpah of Madras Batmen
Defendant

The defendant appearing in Court and exhibiting Power
the Justice of the Complainants Demand Thereof doth thereupon Decree
Order and Decree and doth accordingly Order and Decree that the defendant
shall pay unto the Complainant the full and just Sum of Twenty Nine Pagodas
Pagodas 29 — & Fanams with all such Interest as matters or hereafter shall
be found due thereon with full Power and Warrant is made proceeding to the Execution
of this Decree also for all Costs of this Suit

By Court

Anno 2do et 3tio Georgii
29th March 1763

To the Honble the Mayor's Court at
Madraspatnam

The Humble Petition of Thos Bromley

Sheweth

That Your Petitioner upon information of an Attorney or
Solicitor in your Honble Court being Wanted, and as Your Petitioner has
been Regularly inducted in the Profession of the Law, to the several Courts
of Record at Westminster in the Kingdom of England, humbly offers
himself as a Person properly Qualified to discharge the Duties under
the Denomination aforementioned

Your Petitioner therefore humbly Prays that
the Premises may be taken into Consideration and
that Leave may be Granted him to Practice as
Attorney or Solicitor in your Honorable Court

And Your Petitioner shall ever Pray &c.

Filed 9th February 1763
Read 15th ditto 1763

To the Honble the Mayor's Court
at Madraspatnam

Humbly Complaineth Sheweth unto this Honble Court your
Orator Edward Burges of Fort Saint Davids Merchant by his Attorney
John Debonaire of Madraspatnam aforesaid Esquire that whereas Villadiem
of Fort Saint Davids aforesaid Dubash stands indebted unto your Orator in
the full and just Sum of four Hundred seventy three Pagodas one fanam and
twenty Cash making in Sterling Money of Great Britain at the Rate of eight
Shillings each Pagoda one Hundred Eighty Nine Pounds four Shillings and
two Pence or thereabouts Lawfull Money of Great Britain as will more
fully and at large appear to this Honble Court upon Reference to the Entries
of his Books of Hand Bearing Date on or about the thirtieth day of August
in the Year of Our Lord One Thousand seven Hundred and Sixty two and
an Account Current hereunto Annexed which your Orator prays may be
admitted as part of this your Orator's Bill of Complaint

And Whereas Your Orator hath often

August 30th 1762

I Nellavaram Pillah the Son of Chinnadhoo Pillah at Pedrapalaiem do Acknowledge that I stand indebted to Captain Clement in the Sum of three Hundred and forty seven Star Pagodas and thirty four fanams which I Reserve of him to Purchase Paddy for the said Captain which Money I have distributed in the following manner to Purchase Samban Paddy at Villapanroam thirty eight Pagodas seventeen fanams for 29 Marcals and ½ for each Pagoda and four Measures to every Marcal which amounts to Eleven hundred and forty two Marcals also to Purchase Soravantandy Paddy three hundred and Nine Pagodas and seventeen fanams at 27 Marcals for a Pagoda and four Measures for every Marcal amounting to Eight thousand three Hundred and fifty four Marcalls Provided Sharnish Munnacada Paddy I am to be accountable for 31 Marcalls and ½ for each Pagoda each which amounts to 9986¼ Marcals for the above Sum of three hundred and forty seven Pagodas and thirty four fanams and I engage to deliver the Paddy on or before the 30th of September 1762, I Voluntarily give this Agreement

Witness
Soodava Raiha Mastr
Musacora Irumalanem

Drawn by
Mattlam

Witness
Caamacepah Pillah
Ramatayen

Said to be a true Copy from the Original
Said to be a true translation from the Copy of the Original
by Conacepah Sworn Interpreter
Wm Bishop

August 30th 1762

I Nellavaram Pillah the Son of Chinnadhoo Pillah at Pedrapalaiem do hereby Acknowledge my Obligation to Captain Clements to settle all the Accounts due between him and Me to this day I am indebted to you for by four Pagodas Eleven fanams and Sixty Cash which Sum I am to Pay him the 30th September 1762

Drawn by
Mattlam

Witnesses
Soodava Raiha Mastrq
Musacora Irumalanam
Conacepah Pilla
Ramdayen

Said to be a true Copy from the Original
Said to be a true Translate of the Copy from the Original by Conacepah Sworn Interpreter Wm Bishop

Mayor's Court at Madraspatnam

Tuesday the 12th day of April Anno Domini 1763.

Present

Mr. Peter Marriette Senr. Alderman
Thomas Rumbold & Abraham Browne
Aldermen

Mayor's Court

Between Clemente Pereyra of Fort Saint David's Merchant by his Attorney & the Defendant of Madraspatnam aforesaid Esquire Complainant
& Mellaydeven of Fort Saint David Dubash
Defendant

Happeareing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill But Wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Full and just Sum of Four Hundred and Seventy three Pagodas One fanam and Twenty Cashs (Pagodas 473 1 20) Together with all such Interest as now is or hereafter shall become due thereon untill full Payment is made according to the Tenor of the Obligations sued for also all Costs of this Suit

By Cur

Read and filed
15th February 1763

To the Honble the Mayor's Court Madraspatnam

Humbly Complaineing Sheweth unto this Honble Court your Orator Arsinal Donnamill of Madras aforesaid Widow that Amador de Ferrara the Husband to the late Sabina De Monte deceased of the same place Inhabitant stands indebted unto your Orator for and on Account of Moneys and Jewells Received by his said late Wife Sabina De Monte

Deceased

Dr.

Amadore de Pereira to the Estate and Effects of his late Wife Sabina De Monte deceased to Anna Domaville Widow

Cr.

Pags fan Ca

1753	To Cash	24		
1754	To Ditto	20		
	To towards the Building of her House	7		
1755	To Cash	9		
1756	To Ditto	20		
1760	To Ditto Received 6th Aug.t towards Shop Goods	10		
	To Cash	8		
1755	To a Pair of Gold Earrings set with Rubys Pearls & other precious Stones Valued in Gold only at	2		
	To 1 Pair of Gold Buttons	1		
	To 1 Gold Ring	1		
	To 10 Ditto Ditto	3		
1760	To 1 Ditto Women Neck Joys	8		
ditt	To a Pair of Gold Manzuaring	3		
1762	To 1 Pair Ditto Ditto with Stambry	11		
	To 1 Gold Women Neck Joys with Rubies &c. Valued Gold	8		
	To 3 Pair of Earrings with Pearls & Rubies &c. Valued of the Gold	6		
			196	
			7	
			12	
	Pagodas		154	

Pags fan Ca

1760	By Cash Received of Sabina	4	
1762	By Ditto Ditto in June	21	
	By Ditto Ditto in July	21	
			5
	By Ballance	149	
	Pagodas	154	

Fort St George February the 18th 1763

Errors Excepted Anna Domaswell her + Mark

Mayor's Court
Madraspatnam

(21)

Tuesday the 12th day of April
Anno Domini 1763.

Present
John Debonnaire Esquire Mayor
Peter Marsette Thomas Powney &
Abraham Browne Aldermen

Mayor's Court

Between Anna Pennell of Madras aforesaid Widow Complainant and Amador de Ferrara of the Mustaroot to the late Admiral De Monte Alverde of the same place Inhabitant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but Wilfully and Obstinately Refusing so to do Mors Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just sum of One Hundred and forty three Pagodas Pagodas 143 — I Say thereof with all such Interest as moneys as hereafter shall become Due thereon untill full Payment is made also all Costs of this Suit

By Court

Read and filed
12th April 1763

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Answeth unto this Honble Court your Orator Edward Jane of Madras an Inhabitant that Coonatore Cundapah and Vellaydum also of Pariaum Place Gentoos Natives residing at Pagoda Current Money of Madras upon an Obligation for the Payment of the Sum of Fifty Pagodas Current Money of Great Britain according every Pagoda Madraspatnam Sterling Money of Great Britain according every Pagoda eight Shillings the Sum of Twenty Rupees Hereinafter to Pagodas 50 is Ready to be Produced when Required to this Honble Court Your

Your Orator further Sheweth unto this Honble Court That he hath frequently and in an Amicable manner Requested payment from the said Conaturr Cundapah and Vellaydum of the said Sum of Fifty Pagodas But true it is May it Please this Honble Court the said Conaturr Cundapah and Vellaydum Obstinately and Wilfully Refuses to grant your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to equity and good Conscience To the end therefore that the said Conaturr Cundapah and Vellaydum may upon their Corporal Oaths true and Perfect Answer make to all and Singular Themselves and things herein before alledged and set forth as fully truly and Effectually to all intents and purposes as if the same were hereagaine Repeated and Interrogated and he Decreed to pay unto your Orator the aforesaid Sum of Fifty Pagodas with all Interest due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Conaturr Cundapah and Vellaydum to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear at a forteen 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 thereon as to this Honble Court shall seem Meet

William Cranwell
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 19th day of April
Anno Domini 1763

(22)

Mayors Court

Present
John Debonnaire Esquire Mayor
Claud Russell Peter Marsette
Thomas Powney & Abraham Browne
Aldermen

Between Edward Jane of Madras Inhabitant Complainant and Coonatore Cundapah and Vellaydum also

Filed 23 November 1761
Read &c Ditto

To the Honble the Mayor Court
at Madraspatnam

Humbly Complaining Sheweth unto Your Honourable
Court your Orator Lorache Nazes now Residing at Madras Mer-
chant That Whereas Thomas Mariner of this place Merchant and
Thomas Sergues late Pilot and Administrator to the Estate of Jacob
Sergues late Merchant Deceased Indebted to Your Orator in the Sum of Three
Thousand and Twenty Pagodas and Eighteen Fanams making to
Sterling Money of Great Britain at the Rate of Eight Shillings Sterling
to a Pagoda

also of the same place Gentlemen Defendants

The Defendants appearing in Court and acknowledging the Justice
of the Complainants Demand, This Court doth therefore think fit to Order and
Decree and doth accordingly Order and Decree that the Defendants do pay
unto the Complainant the full and just Sum of Fifty Pagodas & Pagodas 50 /
together with all such Interest as accrues or shall hereafter become due thereon
until full Payment is made according to the Answer of the Defendants and first
above all Costs of this Suit

Pagodas the Sum of One Thousand two Hundred and Eight Pounds eight
Shillings or thereabouts For Whereas the Estate of the said Jacob Cockston
at the time of his Decease Indebted to your Orator in the Sum of Four Thousand
Nine Hundred and Eight Three Pagodas Your Orator being then at Madras
on his Arrival here demanded Payment of the said Sum of Ana Gregorio
Aga Perry and Father Braboon who on Account of the said Anna Sergues
Incapacity for the Management of Business of such Nature Managed the
Affairs of the said Estate at the appointment and Direction of the said
Anna Sergues when upon demanding Payment of the said Sum some
Disputes arose Concerning the same when it was Mutually agreed to
Refer the said Disputes to the Judgment of four Merchants Named
Seawmer Sultan, Hogues Catchick, Mocardoom Morgam and Gerack
Jacob who having heard what was alledged on both sides determined
that the said Representatives of the said Anna Sergues should Pay
Your Orator Demand upon Your Orators Giving them Security to
Indemnify them from any Damage that might accrue to them by the
said Payment which your Orator was Ready to Comply with and
without Delay Requested the Payment of Your Orator Demand
immediately as your Orator was then about to Depart for China
And the Payment of the said Sum was immediately Necessary for
Your Orators said Voyage And Whereas the said Representatives
of the said Anna Sergues Part of Your Orator from time to time till the day
before the Departure of the Ship Your Orator was to Proceed on, Andon
which Your Orator had Put apart of his Concern when the said Represen-
tatives of the said Anna Sergues told Your Orator in Words to that or the
like Effect that they Would only Pay half your Orators Demand which
Refusal of Paying Your Orator Demand Putting Your Orator to
the Necessity of Quitting his Intended Voyage and being Obliged to
Remain

Remain here Your Orator immediately Entitled against the said Defendants Executors of the said Anna Sarques for the Damages that might accrue to your Orator by being compelled from Proceeding on her said Intended Voyage and Whereas Your Orator estimates the Damages that will Accrue to Your Orator in Consequence thereof at the Sum of One Thousand and Thirty One Pagodas Eighteen Fanams which together with the aforesaid Sum of One Thousand Nine Hundred and Eighty Nine Pagodas makes the Amount of Your Orator's Demand and Whereas Your Orator hath frequently and in an Amicable manner Demanded Payment of the same

Out of the said Sources Marcar and Anna Sarques Refusing Your Orator Satisfaction touching the Premises Your Orator therefore Prays a proper Relief in the Premises To Which End and Purpose that the said Thomas Marcar and Anna Sarques may upon their Corporal Oaths true and Perfect Answer make to all and Singular the Matters and things herein before Alledged as if the same were here again Repeated and Interrogated and that the Deeree to pay unto Your Orator the said Sum of Three thousand and Twenty Pagodas Eighteen Fanams with such Interest as may be due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Thomas Marcar and Anna Sarques his Wife to be Summoned and Required by the Sheriff of Fort Saint George Peon &c. Messengers and the Peons 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 and Abide such Order and Decree therein as to this Honble Court shall Seem Meet

Archdale Pilmer
Attorney for the Complainant

Read and filed
19th December 1761

The Answer of Thomas Marcar of Madras Merchant and Anna Sarques his Wife Administratrix to the Estate of Jacob Cachatur deceased Defendants to the Bill of Complaint of Ignatio Nanes now Residing at Madras Merchant

These Defendants now and at all times hereafter saving and Reserving to themselves all and all manner of Benefit of Exceptions to the many Errors Contradictions and Imperfections in the said Bill contained for Answer thereunto or unto so much thereof as these Defendants are Advised doth materially Concern them to make Answer unto These Defendants Answer and say that in the Month of April which was in the Year One thousand seven Hundred and sixty Jacob Cachatur Dyed; and Letters of Administration to the Estate of the said Jacob Cachatur deceased were soon after granted by this Honble Court to Anna Sarques Widow of the said Jacob Cachatur and now one of these Defendants. And these Defendants further say that the said Anna Sarques being wholly unacquainted with the Nature and Method of transacting Business was thereby Rendered unable to discharge her Duty as Administratrix to the Estate of the said Jacob Cachatur Deceased Therefore she the said Anna Sarques Gave a Power of Attorney to two Persons named Padre Avatoon and Gregorio Aga Perry both Near Relations to the said Anna Sarques Impowering them to Manage the Whole affairs Relating to the Estate of her Deceased husband Jacob Cachatur And these Defendants further Shew unto this Honourable Court that some time in the Month of August in the Present Year of Our Lord One Thousand seven Hundred and sixty One Ignatio Nanes the Complainant on his Part made a Demand upon the abovementioned Padre Avatoon and Gregorio Aga Perry for the Sum of One thousand Nine hundred and Eighty Nine Pagodas which Sum he the Complainant affirmed to be due to him by the deceased Jacob Cachatur, The abovementioned Padre Avatoon and Gregorio Aga Perry having thereupon well and duly Examined the Books and Papers of the Deceased Jacob Cachatur did thereby find that the said Jacob Cachatur deceased stood indebted to the Complainant only in the Sum of One thousand seven Hundred and Eighty four Pagodas And they the aforementioned Padre Avatoon and Gregorio Aga Perry

did there inform the Complainant that they had paid on the first Note all the Bonds and Obligations due by the deceased Sued Cachatur and they the abovementioned Padre Abraham and Gregorio Aga Perry did then further inform the Complainant that a Small Ballance of the Estate of Sued Cachatur deceased, did then Remain in their hands after having on the first Note discharged the Bonds and Obligations as the Law directs, and as several Demands of the same Nature with the Complainants had been made upon them the said Padre Abraham and Gregorio Aga Perry they were unwilling to discharge any part of them at that time as they the said Padre Abraham and Gregorio Aga Perry apprehended that they should find it Necessary on the Court to make a Dividend of the Remainder of the said Estate And these Defendants further say that the abovenamed said Padre Abraham and Gregorio Aga Perry never did Agree to Refer the above Affair to four Persons named Shawmier Sultan, Yoganfetchick Mucardum Morgarra and Gorrack Sued neither did these four Persons ever give in their Judgment that the abovementioned Padre Abraham and Gregorio Aga Perry ought to pay the Complainant his demand as he, in his Bill of Complaint has been pleased very Confidently to Assert but on the Contrary when the said Padre Abraham and Gregorio Aga Perry asked the advice of the abovementioned four Persons as their Opinion that the Complainant should Receive a Portion to his Debt as Share of the Remainder of the said Estate in Common with the other Claims of the same Nature incase the aforesaid Padre Abraham and Gregorio Aga Perry should find it Needfull to make a Dividend of the said Ballance And these Defendants further Say that as soon as the Complainant has laid his Account Current before this Honble Court and Obtained a Decree for the Sum Totally due to him the Complainant that then these Defendants are Ready to pay the said Sum, Decreed the Complainant out of the Ballance of the said Estate which is the Sum of Two thousand two Hundred and fifty four Pagodas Seventy five Fanams and sixty Cash as will Clearly Appear by the Accounts Current of the said Estate now Annexed to this Answer

All Which matters and things These Defendants are Ready to Aver Maintain and Prove as this Honble Court shall direct and humbly Pray to be hence Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

Rich.d Tyfe
Attorney for the Defendants

Sundry Goods &c belonging to the Estate of Sued Cachatur Deceased, Disposed of Which are as follows

			Pag.s Fan.s Ca.	Pag.s Fan.s
1760				
May 30		To Candy Sold to Lumby Nacna Chetty	182 6 6	
		To Chints first Sort 87 Piece at 12 Pag.s p Corge Sold to Mostaw Mustuah	119 29 32	
		To Chints Second Sort 30 Piece at 8 Pagodas p Ditto	6 0 21	
		To Ditto third Sort 11 Ditto at 27 Pag.s p Ditto	1 0 35 56	
		To 2 Sort Pagodas Exchange	2 0 32	
		To 2 Spanish Dollars Ditto	1 6	
		To 1 Pegue Money Ditto	2	
		To Fanams	7	
September	10	To Sashring 12 Piece at 7 Pag.s p Piece Sold to M.r Joseph Mor	81	
		To Sadsoway 8 Ditto at 13 Pag.s p Ditto	104	
		To Gamblet 1 Ditto	7 0 18	
		To Flowred Sadsoway 2 Piece at 6 1/2 Pag.s p Corge	13 0 18	
		To Sattin 1 Ditto	9	
		To flowred Sadsoway 1 Ditto	6 0 27	
		To Damask.r 1 Ditto	10	
		To Gamblet 1 Ditto	10	632 0 22
		Sundrij Goods &c Sold at Cutcherry and Cash paid by the Persons	0 0 24	
	17	To Allajars 2 Piece	1 0 24 16	
		To Chints 1 Ditto	1 0 7 10	
		To 2 Remnants of Sadsoway	1 0 24 10	
		To 1/2 Piece of Damask	2 0 18	
		To 1 1/2 Ditto of Peguen of 4 Threads	5 0 6 0 20	
		To 1 Jarra.s	2 0 18	
		To 1 1/2 Piece of Moorees	1 0 18	
		To 3 Remnants of Chints Silk	1 0 9	
		To 1 Moor Jarra.s	2	
		To 5 Armenian Shashes	12 0 9	
		To 1 Ditto Cloaks	18	
		To 11 Ditto Coats	3 0 33 60	
		To 13 Pair of Moreeas	3 0 33 60	
		To 1 Shirts and three Waistcoats	2	
		Carried Over Pagodas		

Brought Over Pags

To 1 Coil of Rope ..... 1 " "
To One Small Ct of Gold Lace ..... " 12 "
To 2 1/2 Cubes of Various Silks ..... 1 " "
To 3 1/2 Silks of Silk ..... 1 17 "
To 3 Pair of Silk Stockings ..... 1 " "
To 6 Empty Wine Glasses ..... 1 12 "
To 1 Pair of Shoes ..... 1 " "
To 1 Silk of Candle Sticks ..... " 6 60
To 1 Silk of Brass Fire and Tongs ..... 1 " 20
To 20 Empty Bottles ..... 1 12 "
To 10 Knives and 10 Forks ..... " 12 "
To 1 Funnel and 1 Strainer 1 6 60
To 2 Wineglasses ..... " 1 10
To 1 Lead Desk ..... " 11 20
To 2 Stasks ..... " 6 60
To 3 Empty Tea Canisters ..... " 2 20
To 1 Southern ..... " 1 10
To Some China Ware ..... " 1 12 "
To 18 Canes ..... " 1 12 "
To 1 Silver Box ..... " 15 60
To 1 Pair of Buckles and 1 Locket ..... " 11 10
To 12 Silver Buttons and 1 Chain ..... 2 " "
To 2 Garnet Stones 2 19 20
To 6 Garnet Stones ..... 1 12 "
To 2 Rings of False Stones ..... " 1 10
To 20 Topaz Ditto 2 13 60
To 2 Pair of Paste Ear Rings ..... " 13 10
To 3 Remnants of Gingham ..... 1 " "
To 2 Glasses ..... 1 " "
To 1 Seal of Garnet Stone ..... " 13 10
To 1 Pair of Small Scales 1 1 10
To 1 Brass Tea Kettle ..... " 6 60
To 1 Topaz Stone 1 1 10
To 2 Ditto 2 11 20
To 2 Ruby Rings ..... 31 18 "
To 1 Sapphire Ditto ..... 5 18 "
To 1 Ditto 6 13 60
To 1 Ditto ..... 25 18 "
Carried Over Pagodas 132 2 20

Brought Over Pags

To Writing Mahogany ..... " 21 60
To Rice 10 Bags sold Rama Iengues ..... 20 " "
To 1 Empty Manilla Chest ..... 3 " "
To 1 Coil ..... 1 12 "
To 8 Silks of Rice ..... 1 " "
To 1 Bandya ..... " 6 60
To Respondentia due to Deceased Received in part
from Savannah Sircar ..... 85 " "
October 6 To Ballance Received of Veeracharanna to ..... 588 18 "
27 To 6 Rumpsteaks Silks at 8 1/2 Pags & Rice sold Raynah ..... 49 18 "
1761 January 10 To Ballance Received of Schmeso Gelamen 53 11 20
25 To 3 Ruby Rings sold to Rustmah ..... 11 " "
To 2 Ditto ..... 8 " "
To 5 Diamond Rings ..... 72 " "
To 10 Corge of Moores at 21 Pags & Corge sold Annamalla ..... 206 27 "
Feb To Respondentia Received of Marcar in part ..... 9 " "
April 1 To 2 Diamond Rings sold to Sircar ..... 60 " "
To 1 Ruby Ring ..... 10 " "
19 To Cash Received of Sircar on Account of Insurance ..... 18 " "
May 30 To 81 Pieces of Baftas at 13 1/2 Pagodas
& Corge sold to Naganah 30 22 10
To 205 Pieces of Moores at 18 Pags & Corge ..... 185 18 "
June 29 To Ballance paid by Gregory Canetune ..... 376 9 "
August 23 To 11 Pieces of Long Cloth at 35 Pags & Corge
Sold to Several Persons 18 24 60
To 15 Ditto fine Ditto at 25 Pags & Ditto ..... 33 37 "
To 5 Ditto ..... Ditto at 25 Pags & Ditto ..... 11 9 "
To 5 Ditto ..... Ditto at 25 Pags & Ditto ..... 11 9 "
To 6 Ditto ..... Ditto 2 Pieces at 25 Pags & Pieces
at 35 Pagodas & Corge 11 6 60
To 75 Ditto of Rep Mattis at 27 Pags & Corge
Sold to Cap Cuerno Solar ..... 101 9 "
To 19 Ditto of Ditto at 24 Pags & Ditto 22 29 20
To 7 Ditto ..... Ditto at 24 Pags & Ditto 7 24 60
To 85 Ditto of Longcloth Degrees at 23 Pags & Ditto ..... 97 27 "
To 13 1/2 Ditto of 1/2 Ditto at 13 1/2 Pags & Ditto 90 15 60
To 58 Ditto ..... Ditto of small Sorts at 15 Pags per Ditto ..... 10 18 "
Carried Over Pags

Brought Over Sicca Rupees

To 104 Damaged Ditto ..... 56 " "
To 12 Tea Canisters sold to Gregorio Sherrmann ..... 13 " 12 " 10

Sundry Goods Rx Sold at Outcry and Cash Paid by Several Persons Viz.th

September 13th To 1 Scrutore ..... 2 " 27 " "
To 2 Pieces of Long Cloth ..... 6 " " "
To 28 Ditto of Muslin ..... 25 " " "
To 1 Old Lamp ..... " " 11 " 20
To 1 Silver Spoons ..... " " 11 " 20
To 1 Tea Ditto ..... 8 " 20 " 20
To 2 Scripture Rings ..... " " 6 " 10
To 1 Topaz Ditto ..... 10 " 13 " 10
To 2 Brass Caldron 1 Spoon, 1 Bible & Lanthorn ..... 8 " 18 " "
To 10 Empty Bottles 2 Flasks and 2 Stove ..... 3 " 27 " "
To 86 Shirts ..... " " 7 " 10
To 7 Pieces of Gingham ..... 33 " 27 " "
To 5 Pair of Stockings ..... 2 " 6 " 10
To 1 Piece of Green Listering ..... 1 " 27 " "
To 1 Ditto of Cloath ..... 9 " " "
To 3 Waistcoats ..... 1 " " "
To 1 Piece of A Terrada Taffety ..... 3 " 9 " "
To 1 Scrutore ..... 6 " 8 " 10
To 11 Silver Buttons 1 Chain 1 Pair of Bracelets 1 Pallecan and 1 Small Brass Plate ..... 3 " 18 " "
To 3 Granate Rings ..... " " 27 " "
To 1 Silver Hurst and 1 Chain ..... 2 " 27 " "
To 1 Gilt Seal ..... 3 " " "
To 1 Cutty of Mother of Pearl from Mallacca Barack sold on Account of the Deceased ..... " " 22 " 20

Carried over Sicca Rupees ..... 330 " "

Brought Over Pagodas

To 1 Ruby Ring 1 False Stone Ring, and 1 Pair of Sinch back Earing ..... 2 " 9 " "
To 1 Gold Ditto with false Ditto ..... " " 27 " "
To 1 Ruby Ditto ..... 1 " " "
To 1 Pair of Silver Brackets ..... " 1 " 10
To 1 Broked Tweezer Case ..... " " 20 " 30
To 1 Pair of Agate ..... " " 5 " 10
To 1 Ruler and 1 Ink Horn ..... " " 20 " 30
To 1 Cornbarat 1 Seon Seal ..... " " 6 " 60
To 1 Compass ..... " " 5 " 10
To 13 false and two Topaz Stones ..... " 5 " 13 " 10
Sept 19th To Ballance Paid by Johnson Bendrick ..... 1869 " 10 " "
To 6 Tea Canisters Sold to Gregory Michael ..... 9 " " "
To 1 Gantoo Silver Girdle sold to Aser Chitty ..... 13 " 27 " "
To 1 Granate Seal Sold to Jacob ..... 1 " " "
To 3 Diamond Ruby & Sapphire Ring sold to Coja Shawmier Sultan ..... 25 " " "

Pagodas ..... 5066 " 30 Rees

The following are bad Debts that never will be Recovd and are Mentiond here for the Satisfaction of Hon.ble Court as they make a Part of the Inventory of the Estate formerly Comm.d

	William Thomas	50 " "
	Rattusa Widow	60 " "
	John Scott	13 " "
	Bobjohn Mathews	50 " "
	Pagoda Petrus	370 " "
	Parrapick Anatan	900
	Pagoda Petrus	600
	Pagodas	1500 = 300 " 100 Rup.s 500 " "
	Pagodas	1863 " "

The Estate of Jacob

1760					
May	30th	To Funeral Charges			
		To Servants Wages from 29th June 1760 to the 25th Jan.y 1761	32	11	60
		To House Rent from 29th July 1760 to the 24th March 1761	38	18	60
		To Do Expences for the Deceased Wife for Eight Months and some Goods Do she bought at Castle.y	31	"	"
		To Bally and Wages for Cows and Cowlops came from Jacobs Story Do from 24th August 1760 to the 20th Sept.r 1761	113	13	10
		To Interest and Brokerage for Continuation Sundry Goods Do	9	21	20
		To Charges and fees to the Attorneys of the Honble the Mayors Court from 30th May 1760 to the 30th May 1761	26	21	60
		To Translating an Assurance and Short Writing in English	38	3	20
		To Cash Remained with Jeremiah Chatty money of the Deceased	65	"	"
		To Ditto to Minah Larcar Nairne	15	"	"
		To 6 Peices of Damaged Long Cloth remained with the Weaver	276	9	"
		To Deceased's Bills and Bonds Lost Vizt	15	10	60
					811 27 60
September	23	To Principal and Interest paid to Padre Avanes	373	21	60
		To Ditto to Cojia Shawmier Sultan	777	7	"
		To Ditto Mathews Johnsons Michael Gregorys Attorney	895	3	60
		To Ditto Ditto Ditto	200	"	"
		To Ditto Michael Gregorys Cages Against Ditto	100	"	"
		To Ditto Johnsons Mercer Johnsons Cattle Ditto	116	"	"
		To Ditto Padre Arutum Ivor Alucks Ditto	57	18	"
		To Ditto Ditto Ditto	772	8	"
		To Commission for 5861 3 60 at 5 p Cent Amount to	273	6	60
					3685 29 20
		To Ballance Remaining Dis.o			1500 21 "
		Recoverable Debts Outstanding			
		In Cash	1290	22	"
			962	18	60
					2253 18 60
		Pagodas			6754 25 60

No 13 Cash Raw & Gold Bracelets belonging to Gregory Avatan Pagodas 6754 25 60
Jacobs Estate with the Deceased and more Mentioned in the Inventory Delivered to the said Gregory Avatan On Acquitting their Accounts

Chas. Secret George 11
Errors Excepted

Executor Deceased

1760					
May	30	By Sundry Goods &c Sold as p Accounts Particulars			3464 3 60
		By Recoverable Debts Outstanding 1002 "			
		Cash due from Gregorys Schnifs	26	11	"
		Ditto from Mercer Johnsons	33	5	"
		Ditto from Schnifs Cella	600	"	"
		Ditto from Garrach Jacob	300	"	"
		Ditto from Narsun Pogus	120	"	"
		Ditto from Jeremiah Sarcanne	15	"	"
		Ditto from Abdull Cawder	141	"	"
		Ditto from Mercus Ferbach	75	"	"
					1290 22 "
		Pagodas			6754 25 60

December 1761

Errors Excepted

t and filed
March 1762.

The Replication of Agnatio Manuel of Madras Merchant to the Answer of Anna Margas and Hanna Sargues of the same Place

This Replyant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit & Exception to the many Errors uncertainties and untruths in the said Answer contained for Replication thereunto saith That the Defendant Anna Sargues That from her being Wholy unacquainted with the Method of transacting Business the Affairs Entrusted incapable of Discharging her Duty as Administratrix to her Deceased Husbands Estate Soon encountered with many difficulties Incumbrances & Perplexities from being Answerable for the Transactions of those she employed in the management of the said Estate to this Replyants great Hindrance Has Replyant has since the Materials of Setting in the Claims & Demand herein as to the Allowances they are Pleaded to make in the Answer hereafter to be Endured. This Defendants are Pleased to say that they were Impeded from discharging this Replyants Demand from their Payment of the Debts due upon Bond and Obligations from the Deceased the Account of which amounting to three thousand two Hundred and twelve Pagodas twenty two fanams and so by Each one Inserted on the Debit side of the Account Current annexed to the Defendants Answer Now this Replyant upon Examining the Papers (Writings so called by the Defendants finds that few of them are such, or Bills of any higher Degree than a Promissary Note which this Replyant Receives as of no higher Degree than the Demand of this Defendant which was for Money Left the Deceased Jacob Cachatar, This Defendant is therefore Clearly of Opinion that the Defendants are Answerable to this Replyant for the Immediate Payment of this Replyants Demand or such part of it as would have been an Equal Dividend with the Creditors they have already paid & so are Lyable & Answerable together with the Damages sustained in this Replyants Bill of Complaint that this Replyant has sustained for want of the Same Discharging the said Demand other Demanded by this Replyant. This Replyant for the Information of this Honble Court has Annexed translates of some of the Papers (Writings called Bonds and Obligations to which he most humbly Prays Reference to

Both

But this Replyant prays further to Observe to this Honble Court that on the Account Annexed to the said Answer the Defendants though forgetfull or designs the Payment of this Replyants Demand, have not been unmindfull of Charging the Sum of Two Hundred and seventy three Pagodas for Commission to the Value of the said Estate on which this Replyant being well assured the Defendants have no Authority to Demand or Reference to a Creditor or in any shape whatever This Replyant Says that the said Charge may be Added to the Ballance due to the Estate as also the Sum of One Hundred and thirteen Pagodas twenty three fanams and ten Cash charged for Interest and Goods Purchased by the Defendant Anna Sargues But to shew to this Honble Court how unjustly this Replyant has been dealt with in the Refusal of the Payment of the said Demand This Replyant alledges that a Part of this Replyants Demand are the Sum of Eight Hundred Pagodas the amount of Bills of Exchange drawn in favour of the said Jacob Cachatar Deceased who Receiving it but a few Days before his Decease did not before his Death Obtain the Payment of it, but upon his Decease the said Anna Sargais or her Agents received the Amount for Discharging of Debts due from the Estate, This Replyant for the Satisfaction of this Honble Court further Alledges that the Difference the Defendants make in the Demand of this Replyant arrises from the Charge of Two Hundred and Nine Pagodas for Interest which if the Creditors resided in the said Account of the Estate had any Right to Receive this Replyant has certainly the same Pretensions As to the Arbitration Agreed upon between the Agents of the Defendant Anna Sargues and this Replyant concerning the said Demands and their Judgments thereon as set forth in this Replyants Bill of Complaint, This Replyant denyes the Assertions of the Defendants Answer upon the Narration of those Circumstances proved in the said Bills to be true

And this Replyant says notwithstanding by his said Bill he has already said And humbly Prays as he has therein before Prayed

Archdale Palmer
Attorney for this Replyant

I the Undersigned Received from Mr Jacob Arathoon Merchant the Sum of Two Hundred and fifty Pagodas the half of the above Sum makes One Hundred and twenty five Pagodas Current of Madras which is to be paid with Interest at three p^r Cent p^r Annum, Madras 25^th July 1757.

(signed) Jacob Cachatoor

I the Undersigned do from Mr Mathew Johannes the Sum of Two Hundred and Ninety Pagodas Current of Madras the half of which Sum makes two Hundred and forty five Pagodas to be paid to the said Mathew Johannes or his Orders, the Interest and Principal of Eight p^r Cent p^r Annum on the Month of April without further Objection, Madras this 8^th day of June 1759

(signed) Jacob Cachatoor

Filed and Filed
April 1762.

The Rejoinder of Joannes Mauser of Madras Merchant and Anne Jacques his Wife Administratrix to the Estate of Jacob Cachatoor deceased Defendants to the Replication of Ignatio Narsis also of Madras Merchant

These Defendants now and at all times hereafter saving and Reserving to themselves all and all manner of Benefit and Advantage of Exception to the many Errors Contradictions and Imperfections in the said Replication Contained, Say, that these defendants Answer is for have true and to Reiterate the Same to be Replyed unto and for Answer to the said Replication these Defendants Say that Anna Jacques One of these Defendants is only Executrix Power of Attorney to Sadoc Arathoon and Gregorio Aga Perry for their trouble in Managing the Estate of the said Jacob Cachatoor deceased as their Management is already Submitted by these Defendants, to the Inspection of this Honorable Court, and to Appear upon Examination whether they have discharged the Trust Reposed in them in such a Manner as that they should be Intitled to the Allowance Customary in such Cases .....

These Defendants therefore saith as in and by their Answer they have already said, and do 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 Expressed

Richard Ingle
Attorney for the Defendants

Estate in a Proper manner With Respect to the Inventoried Writings annexed to the Replication of the Replicant These Defendants allow them to be Such as in Support of their Said Only say that they are the Common forms of Bonds amongst the Armenians, and are always given and Received amongst them for the most Considerable Sums the Replicant has been Pleased to Object to the Sum of One Hundred and thirteen Pagodas twenty three Fanams and ten Cash allowed for the Maintenance of Annadarguin One of these Defendants and Widow of the deceased Jacob Cachatoor These Defendants humbly hope that when this Honorable Court shall be informed that the said Annd Jacques was a Widow during One whole Year, and Received only the above mentioned Sum for her Maintenance as all that time they hope that this Humble Court will be of Opinion that the said Allowance was extremely Moderate and was at least justly her due, With Regard to the Sum of Two Hundred and Seventy three Pagodas allowed as Commission to Sadoc Arathoon and Gregorio Aga Perry for their trouble in Managing the Estate of the said Jacob Cachatoor deceased as their Management is already Submitted by these Defendants, to the Inspection of this Honorable Court, and to Appear upon Examination whether they have discharged the Trust Reposed in them in such a Manner as that they should be Intitled to the Allowance Customary in such Occasions .....

These Defendants therefore saith as in and by their Answer they have already said, and do 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 Expressed

Richard Ingle
Attorney for the Defendants

Account Damages Sustained by the Complainant Ignatio Narsis for the Default of Payment of his Demand on the Estate of Jacob Cachatoor deceased where demanded in the Month of August 1756

Lost by default of Recovering the above demand being Pag.^s 1628 which had Recovered Judgment by the Use thereof have Profited

Profited 38 ℘ Cent from the Sums it should have been paid Sept. 1st 1757

Goods Remaining in China at that time which upon the sale thereof in Default of my Factor shall be obliged to pay a Commission of 5 ℘ Cent

Long Cloth 5 Pcs at 10 Ps. at 10 Ps. ℘ Piece } Pags 810

being sold at 80 Tale

Bengal Handkerchiefs 2 Pieces A 8 ℘ Pc. 32

152 Commission Mo. Rs. 10

Laden on the Ship Carnarvon Captain Nathl. Hutchinson Commander as appears by Bill of Lading annexed in the Name of Pogose Pannes on Account of the said Ignatio Nazaro to be sold there at Mogapatam 198 Pieces of fine Muslin 62 ½ Yard at 13 Pags Yard Reckoning the Tale as China 12 Tale which is ½ a Tale less than what that Article sold for in the Year 1761 ..... 258 30

Deducted Charges ..... 37 ℘

Included in 5 Bales Shipped on the Pitt 778 30 Comm 38 p Rs

Long Cloth 117 Pieces sold at 9 Dollars ℘ Piece is 1053 Spanish Dollars is Pagodas 900

Handkerchiefs 28 Pieces at Pags 1 ℘ Piece ..... 28 728 Comm 36 15

Cost Commission on Pags 1650 @ 5 ℘ Cent thereon which Evan Banes Bendict promised me and which I should have Received had I not Proceeded to China } 78 18 — 78 18

Cost Commission on Goods of Others Pags 600 at 5 ℘ Cent ..... 30 —

Expences Accrued by my Staying on the Coast ..... 300 —

Pags 1006 9

Fort St George 13th July 1762

Shipped by the Grace of God in good Order and Condition by Mr. Pogose Pannes in and upon the good Ship Called the Carnarvon whereof is Master under God for this Present Voyage Nathl. Hutchinson Commander and Now Riding at Anchor in the Road and by Gods Grace bound for the Port of Canton in China to say One hundred and Ninety four Pieces of Linen being marked and numbered as in the Margent and are to be delivered in the like good Order and Condition as the aforesaid Port of Canton in China (the Dangers of the Seas only excepted) unto Mr. Pogose Pannes or to his Assigns paying Freight for the said Goods 6 ℘ Cent Primage and Average accustomed. In Witness whereof the Master or Purser of the said Ship hath Affirmed to two Bills of Lading all of this Tenor and Date the One of which Bills being Accomplished the other two to stand Void, and so God send the Good Ship to her Intended Port in Safety. Amen Dated in Fort St George this 13th day of August 1761

Nathl. Hutchinson

Shipped by the Grace of God in good and Condition by Meena Lucas for same on Bales upon the good Ship called the Pitt whereof is Master under God for this Voyage Captain Buchan Commander and now Riding at Anchor in the Road and by Gods Grace bound for the Port of China viz Canton to say said to Contain Twenty Bales of Sharkfins and four Bales Face Goods being marked and Numbered as in the Margent and are to be delivered in the like good Order and Condition as the aforesaid Port of China in Canton the Dangers of the Seas only excepted unto Pogose Mathews Cranefs and Marcar Zacharias or to their Assigns freight for the said Goods to be Received there at 6 ℘ Cent on the delivery of the said Goods with Primage and Average accustomed. In Witness whereof the Master or Purser of the said Ship hath Affirmed to two Bills of Lading all of this Tenor and Date the One of which Bills being Accomplished the other two to stand Void, and so God send the Good Ship to her Intended Port in Safety. Amen Dated in Fort St George this 15th day of August 1761

Sharkfins 20 Face Goods 4

Inside Contents Sharkfins 20 The Face Goods Are Black and the Sharkfins Twenty five ℘ Cent or Whatever is Customary

Wm. Miller & Co

Translate of an Invoice from the Journal of Ignatio Nazaro Folio 2

1760 The 9th June

Bought for my Own Account Cloth and Sharkfins sent to Canton under the Name of Johanes Bendict Consigned to Anthony Bishopstone and Mathewes Johannes on board the Ship Called Spitzbergen Captn. Matthews Christopher Smith

Long Cloth 50 Cands Long 1 Sort 1 No 26 65 ℘ Piece } 215 —

Long Cloth 2nd Sort No 8 at 15 9 ..... 225 27

Bengall Handkerchiefs of 2 Sorts 8 Pieces 13 27

Pilotage Charges ..... A.Pc
Freight ..... Rs.Fs 510.31
Bill of Sale Journal Acc Written Folio 3
Paid Customs Duty for the said Goods by Anthony Pothpt Rs 33.13.60

Madras the 20th May 1762.

Sworn to be a true Translate from an Extract from the Books of Ignatio Nauss en Armenian in Court
M. Petrus
J. Mostyn Reg

Ignatio Nauss at present of Madras Merchant do hereby declare that after the death of Jacob Lachatur I have Represented to the Padre Abraham Hoja and Gregorio Aga Barry Executors of the Estate of the said Jacob Lachatur deceased that the deceased is indebted to me Rupees One Thousand nine Hundred and Eighty Nine fanams fifteen and sixty Cash, which Sum I have not received from the Estate by Reasons therefore I Requested to demand the said Sum of the said Executors 25 days before my departure to Surat being Obliged to Proceed on my Voyage upon the Ship called the Prince Ranging at Anchor in the Road of Madras and desired the said Executors to pay me the said Sum or make me Payment to give them my Receipt and discharge for the same but of the said Sum he made them what the Deceased Owe me evidences thereunto the debtors promissory note Cash two bookable Persons shall be security from me to Answerable for Repaying the Principle with Interest when the said Estate is devided but the said Executors gave me no manner Satisfaction this I have Represented to them the Contents of this Declaration for which Reason I am Suffered a great Loss becoming my Voyage was frustrated therefore I resolved to draw these two Protests both of the same Tenor in the Presence of Witnesses One of the said Protest I delivered to the said Executors and the other I kept by me for my Evidence and I Require the said Executors that I am Ready to grant them my Receipt and two bookable Persons for my Security who shall be Answerable of the said Sum two thanks that I have received more money than what is Concerned in me I have also advised the said Executors if they do not Pay me the said Debt they shall be Answerable for all the Debts due to me by the Deceased that they shall Pay the Commission of my Correspondents and all the Charges I shall suffer for the Goods &c that my Correspondents made to me.

Witness my Hand at Madras the 16th August 1761

Witness
Thomas Thomas Hoare
Gregor Reg

Sworn to be a true Translate
xx

as near as can be from the Original in Armenian M. Petrus
Sworn before me this 29th June 1762.
J. L. Smith Mayor

Interrogatories to be Administered to such Witnesses as shall be Produced sworn and Examined on the part of the Complainant in a Cause wherein Ignatio Nauss of Madras Merchant is Complainant who Examines Mercar and Anna Sargues his Wife and Administratrix to the Estate of Jacob Lachatur Deceased are Defendants

To all the Witnesses — Imprimis ..... Do You Know the Parties Complainants and Defendants in this Cause, If Yea how long have You Known them or either and which of them? Declare .....

To Mercar Petrus ..... 2 ..... Do You Know or are Acquainted with the Armenians Merchants Mirgan and Amenek Armenians in Respect to the Preference or Rank of Debts Nazarbeja Maud upon the Payment of Debts due from any Estate? If Yea what Rank or Joseph Marcar or what Preference (according to such Customs) do Debts due upon Bond Bear and what is the Customary Rule in Paying Debts of all Kinds whatever the whole of your Reasons Declare .....

To Shawmier Sultan Fogus Satchick Gevarcis Jacob Moscartum Mirgo — 3 ..... Do You Know or not Know of any Demand made by the Complainant on the Estate of Jacob Lachatur deceased, If Yea or whom was such Demand made and what was such Demand? Do you Know of any Dispute concerning the Payment thereof If yea on what Account was the Payment Refused Do you Know or do You not Know of such Disputes being Referred to the Judgment of any Indifferent Persons? If Yea to whom was such Dispute Referred and what was the whole of what Passed concerning such Dispute when the same was Referred to such Judgment? and what was the Result thereof? The whole with your Reasons at Large Declare?

To all the Witnesses — Last ..... Do You Know or can you say any other matter or thing Material for the Complainant in the Cause, If yea set forth the same together with your Reasons at Large .....

Archdale Palmer
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Ignatio Nauss Complainant and Joannes Mercar and Anna Sargues his Wife and Administratrix to the Estate of Jacob Lachatur Defts

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

of this Court as follows

Manuar Pitrus of Madras Armenian Aged 80 Years or thereabouts being
produced as a Witness on this Cause on the part of the Complainant was on the 19
day of June 1762 Sworn at the Office of Mr Richard Hyde Attorney for the Defend
ant by Conacapah who left a Note of the Name & Place of Abode of the said
Manuar Pitrus and Afterwards on the same Day being sworn and Examined
Deposeth as follows

To the first Interrogatory this Deponent saith that he has known the Complain
ant 20 Years, Defendant 20 Years or thereabouts

To the second Interrogatory this Deponent saith that there is no Reference
Book between the Following named Estate, and the Following named Bond
amongst the Accounts, that the same being and Reckoned always at the
usual Rates, and that there is no Rule of Reference observed in Paying Debts
of all Kinds and more saith not to this or the last Interrogatory

Henry Crawford
Examiner

M Pitrus

Between Ignatio Manus Complainant and
Joanes Manar and Anna Aergues his Wife and
Administratrix to the Estate of Coja Cockatar
Deceased Defendants

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

Hovanisson Mergara of Madras Armenian Aged 38 Years or thereabouts
being produced as a Witness in this Cause on the part of the Complainant
was on the 19th Day of June 1762 Sworn at the Office of Mr Richard Hyde
Attorney for the Defendant by Conacapa who left a Note of the Name & Place
and Place of Abode of the said Hovanisson Mergara and Afterwards on the
same Day being sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he has known the
Complainant about 20 Years, the Defendant 20 Years & his
Wife about 20 Years

To the second Interrogatory this Deponent saith that there is no
Reference or Rule observed among them on the Payment of Debts
due from any Estate that is the same with Money Bonds Debts
&c.

&c and that there is no particular Rule observed in paying of any Debts
and more saith not

To the third Interrogatory this Deponent saith that he knows of a Demand made
by the Complainant on the Estate of Coja Cockatar deceased and that the demand
was on Padre Avedon and Gregory Aga Petrus then Persons who managed the
business of the said Estate to which Anna Aergues was Administratrix for
About the three of 1800 Pagodas that the Payment was Refused from the said
Complainant for Account that other Debts from the said Estate was not paid
off that upon this Refusal a Dispute arose which they agreed should be decided
by the Judgment of this Deponent and three others and accordingly they the
Disputants referred the same to them that they told Padre Avedone and
Gregory Aga Petrus of they had a Desire of serving the Complainant they
might Pay off the Sum so Demanded on Condition that the said Complain
ant would give two Securitys and Sign an Obligation that when the Estate
came to be devided there should not be Sufficient to the Satisfaction of every One
that in such case the Complainant Repay so much as to make up the
Difference and this Deponent more saith not to this or the last Interrogatory

Henry Crawford Hovanisson Mergara

Mayor's Court at
Madraspatnam

Between Ignatio Manus Complainant and
Joanes Manar and his Wife Anna Aergues
and Administratrix to the Estate of Coja
Cockatar Deceased Defendants

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

Nazar Coja Maul of Madras Armenian Aged 52 Years or thereabouts
being produced as a Witness in this Cause on the Part of the Complainant was
on the 19th day of June 1762 Sworn at the Office of Mr Richard Hyde
Attorney for the Defendant by Conacapah who left a Note of the Name & Place
and Place of Abode of the said Nazar Coja Maul and afterwards on the same
day being Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he has known the
Complainant about 2 Years the Defendant about 30 Years and his Wife
1 Year or thereabouts

To the second Interrogatory this Deponent saith that there is no difference or Preference given to Debts whatever but the Just ones debts that they are always paid in Proportion and that is a Custom which they Observe among Traders and this Deponent knows saith not to the 3d Interrogatory To the last Interrogatory this Deponent saith not to any Questions to be inquired off in this Interrogatory

Henry Crawford
Examiner

Nazar Cga. Maud

Mayors Court at Madrasapatnam

Between Ignatio Nazar Complainant and Joannes Marcar and Anna Angelo his Wife and Administratrix to the Estate of Jacob Chichester deceased Defendants

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

Joseph Marrot of Madrass Armenian Aged 19 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th day of June 1762 Sworn at the Office of Mr Richard Type Attorney for the Defendant by Canacapa who left a Note of the Name Title and Place of Abode of the said of the said Joseph Marrot and afterwards on the same day being examined and Examined deposeth as follows

To the first Interrogatory this Deponent saith that he has known the Complainant and Defendant about 12 Years and the Defendants Wife about 3 Years

To the second Interrogatory this Deponent saith that there is no Difference observed among them in the Payment of Debts due from any Estate nor is there any Preference given to Debts due upon Bonds from those due on any other account, and that it is a Rule among them that if those should not be sufficient out an Estate to pay off all Debts that it is devided equally among the Creditors and more saith not to this Interrogatory

To the Last Interrogatory this Deponent saith Not to any Questions Inquired of him in this Interrogatory

Henry Crawford
Examiner

Joseph Marrot

Mayors Court at Madrasapatnam

Between Ignatio Nazar Complainant and Joannes Marcar and Anna Angelo his Wife and Administratrix to the Estate of Jacob Chichester deceased Defendants

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

Shammer Sultan of Madrass Armenian Aged 29 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 19th day of June 1762 Sworn at the Office of Mr Richard Type Attorney for the Defendant by Canacapa who left a Note of the Name Title and Place of Abode of the said Shammer Sultan and afterwards on the same day being sworn and Examined deposeth as follows

To the first Interrogatory this Deponent saith that he has known the Complainant about 8 Years, the Defendant 30 Years, and his Wife about 3 Years

To the third Interrogatory this Deponent saith that to his Knowledge a Demand was made By the Complainant as the Estate of Jacob Chichester deceased and saith that it was made on Pedro Avratoon and Gregory Aga Perrey for about the Sum of two Hundred Pagodas that they Refused them Payment on Account that other Debts due from the said Estate was not discharged, upon which a Distress arose which was Referred to this this Deponents Judgment and three or four others and that they told Pedro Avratoon and Gregory Aga Perry that if they had a Desire to secure the Complainant they might pay the Sum demanded of them on Condition that the said Complainant gave Deponent two Securities and upon no Objection to this Effect. But when the Estate came to be divided what of them should not be sufficient for the Satisfaction of every Creditor that he the said Complainant would upon so much the Sum was to make up the Difference, but that he believes they did Not adhere to his Opinion and that Hard more saith not to this or the last Interrogatory

Henry Crawford
Examiner

Shammer Sultan

Mayors Court at Madraspatnam

Between Ignatio Vanes Complainant and Joanna Mercar and Anna Sargus his Wife and Administratrix to the Estate of Jacob Cachalor deceased Defendants

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

Togus Catchick of Madras Armenian Aged 81 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 15th day of June 1765 Sworn at the Office of Mr Richard Hyde Attorney for the Defendant by Concerpa who left a Note of the Name Title and Place of Abode of the said Togus Catchick and afterwards on the same day being sworn and Examined Deposeth as follows

1 To the first Interrogatory this Deponent saith that he has known the Complainant about 80 or 90 Years the Defendant 25 Years or thereabouts

2 To the third Interrogatory this Deponent saith that he knows of a Demand made on the Estate of Jacob Cachalor deceased by the Complainant and that the said Demand was made on Padre Avratoon and Gregory Aga Perroy but cannot say the exact Sum but believes it to be about 1800 Pagodas that there was a Dispute Concerning the said Demand and that the said Padre Avratoon and Gregory Aga Perroy Deponent to pay the Complainant certain Bonds which said Debts from the said Estate was Discharged, that the said Dispute was Referred to hear this Deponents Judgment and that of three others, and that they told the Disputants that Padre Avratoon and Gregory Aga Perroy might Pay what the Complainant demanded on Condition that he if the said Complainant gave no Security that if when the Estate was divided there should not be sufficient Money for all the Creditors that he the said Complainant would Repay so much as would satisfy them and more saith not to this or the last Interrogatory

Henry Cranford
Examiner

Togus Catchick

Mayors Court at Madraspatnam

Between Ignatio Vanes Complainant and Joanna Mercar and Anna Sargus his Wife and Administratrix to the Estate of Jacob Cachalor deceased Defendants

Deposition of Witness on this Cause taken by and before the Examiner on this Court as follows

Gorach Jacob of Madras Armenian Aged 81 Years or thereabouts being Produced as a Witness on this Cause on the part of the Complainant was on the 15th day of June 1765 Sworn at the Office of Mr Richard Hyde Attorney for the Defendant by Concerpa who left a Note of the Name Title and Place of Abode of the said Gorach Jacob 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 12 or 13 Years the Defendant 25 Years and his Wife 2 Years or thereabouts

2 To the third Interrogatory this Deponent saith that he does know of a Demand made by the Complainant on the Estate of Jacob Cachalor deceased and that it was made on Padre Avratoon and Gregory Aga Perroy that there was a Dispute Concerning the said Demand and that the Complainant was told the Estate was not sufficient to admit of such Payment, on which both parties Referred the same to them this Deponent and three others to give their several Opinions of this Matter, that they told the Disputants that Padre Avratoon and Gregory Aga Perroy might pay the Sum the Complainant Demanded on Condition that he gave Security that if when the Estate was Divided there should not be sufficient for all the Creditors that the said Complainant would Repay so much out of his part to said Demand as would make up the Difference and this Deponent knows nothing more to this or the last Interrogatory

Henry Cranford
Examiner

Gorach Jacob

Mayor's Court
at
Madrasapatnam

Tuesday the 19th day of April
Anno Domini 1763

L.S

Present
John Debonnaire Esquire Mayor
Claud Russell, Peter Manille
Thomas Fanning & Abraham Bronsire
Aldermen

Mayor's Court

Between Ignatio Nanes now
Residing at Madras Merchant
Complainant and Joannes Mirsac
of this place Merchant and Anna
Jacques his Wife and Administra-
trix to the Estate of Jacob Cohatier
deceased Defendants

This Cause coming Orderd to be heard and debated this day in the Presence of the Complainants and Defendant Johannes Mirsac and of the Attornies on both sides, On reading the Complainants Bill, The Defendants Answer with two Papers annexed, The Replication, The Rejoinder, The Exhibits Produced on the part of the Complainant, The 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. The Defendant acknowledged in their Answer that the Sum of Pagodas One thousand seven Hundred and Eighty four appears by the Books of the deceased Jacob Cohatier to have been due from them at the time of his decease to the Complainant. 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 said Sum of Pagodas One thousand seven Hundred and Eighty four with such Interest as comes or hereafter shall become due thereon from the time they began to pay off the other Debts due from the Estate of the said deceased until full Payment is made. But as the Complainant hath not Produced sufficient Proof of the Damage alledged to have been sustained by him This Court doth therefore Order and Decree that that part of the Complainants Demand shall stand dismissed And it Appearing to the Court that the Defendants Refusing

Refusing to discharge the Complainants Original Bond to Anna Jacques from an Obstinate Perversity than from any just Reasons they could have for so doing, This Court doth therefore further Order and Decree that the Cost of Suit shall be paid by the Defendants

Ps Cur

Read and Filed
22d March 1763

To the Honble the Mayor's Court
at Madrasapatnam

Humbly Complaineth Your Orator to this Honble Court Your Orator John Turley of Madras Victualler That Whereas Armanda Cutty of the same place Merchant stands Indebted unto Your Orator by Transfer of Barnard the Cutty of Madras aforesaid Merchant in the full and Just Sum of One hundred and Thirty five Pagodas and fifteen Fanams Current Money of Madras making in Sterling Money of England at the Rate of eight Shillings each Pagoda the Sum of Fifteen Pounds three Shillings and One Penny Sterling Money of Great Britain as this Honble Court will more fully and Satisfactorily appear by the Account Current and Transfer at the foot of the same hereunto annexed for the Inspection of this Honourable Court and to which your Orator prays may be Admitted as part of this Your Orators Bill of Complaint

And Whereas Your Orator hath Often times and in an Amicable manner Demanded Payment of the said Sum of One hundred and Thirty five Pagodas and fifteen Fanams of the said Armanda Cutty But how soever May it Please this Honorable Court the said Armanda Cutty Obstinately and Wilfully 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 Agreable to equity and good Conscience

To the End Therefore that the said Armanda Cutty

Mayor's Court
at
Madrapatnam

Tuesday the 19th day of April
Anno Domini 1763

L.S

Mayor's Court

Present
John Debonnaire Esquire Mayor
David Russell — Peter Marriette
Thomas Fourny & Abraham Bouvier
Aldermen

Between Ignatio Nassis now
Residing at Madras Merchant
Complainant and Joannes Mirza
of this place Merchant and Anna
Jacques his Wife and Administra-
trix to the Estate of Jacob Cachatur
deceased Defendants

This Cause coming Onto be heard and debated this day in the Presence of the Complainant and Defendant Johannes Mirza and of the Attornies on both sides, On reading the Complainants Bill, The Defendants Answer with two Papers annexed, The Replication The Reponder, The Exhibits Produced on the part of the Complainant, The 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 The Defendant acknowledges in their Answer that the Sum of Pagodas One thousand seven Hundred and Eighty four appears by the Books of the deceased Jacob Cachatur to have been due from them at the time of his decease to the Complainant 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 said Sum of Pagodas One thousand seven Hundred and Eighty four with such Interest as moves or hereafter shall become due thereon from the time they began to pay off the other Debts due from the Estate of the said deceased until full Payment is made, But as the Complainant hath not Produced sufficient Proof of the Damages alledged to have been Sustained by him This Court doth therefore Order and Decree that that part of the Complainants Demand shall stand dismissed And it Appearing to the Court that the Defendants Refusing

Refusing to discharge the Complainants Corporal Attendance from an Estimate Forthwith than from any just Reasons they could have for so doing, This Court doth therefore further Order and Decree that the Cost of Suit shall be paid by the Defendants

J. Orme

Read and Filed
22d March 1763

To the Honble the Mayor's Court
at Madrapatnam

Humbly Complaineing Sheweth unto this Honble Court Your Orator John Turley of Madras Inhabitant That Hemanda Annanda Chitty of the same place Merchant stands Indebted unto Your Orator by Transfer of Balavadra Chitty of Madras aforesaid Merchant in the full and just Sum of One hundred and Thirty five Pagodas and fifteen fanams Current Money of Madras making in Sterling Money of England at the Rate of eight Shillings each Pagoda the Sum of £53 fifteen Pounds three Shillings and One Penny Sterling Money of Great Britain as more fully and at large Appears by the Account Current and Transfer at the foot of the same herewith annexed for the Inspection of this Honourable Court and which your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint

And Whereas Your Orator hath often times and in an Amicable manner Demanded Payment of the said Sum of One hundred and thirty five Pagodas and fifteen fanams of the said Balavadra Chitty But true it is May it Please this Honorable Court the said Hemanda Chitty Obstinately and Wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief as this Honble Court shall appear Agreable to equity and good Conscience

To the End Wherefore that the said Hemanda Chitty

may upon his Corporal Oath above and Perfect Answer make to all and
Singular the matters and things herein before Alledged and as fully truly
and Effectually to all intents and Purposes as if the same were here Again Repeated
and Interrogated and he Decreed to pay unto your Orator the Aforesaid Sum
of One Hundred and Thirty five Pagodas and fifteen Fanams also all
Costs of Suit.

May it Please this Honble Court to Cause the said
Amanda Chitty to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madraspatnam and the Peshcush Nuncio Personally to be
and appear at a Certain time and Place to be by this Honble Court
Prefixed and Appointed there and there to Answer this your Orators
Bill of Complaint and further to Stand to and abide such Order and
Decree Therein as to this Honourable Court shall seem Meet.

William Bishop
Attorney for the Complainant

Amanda Chetty To William Hall Per Contra Cr

1762 Dec. 21	To his Allowance of Interest Bond bearing date the 13th April 1762 for the Sum of Pagodas 216.6 to and Expended Most Humble Guard thereof Remains accepted of the said Bond			1762 Dec. 17	By Cash	25	" "
				1763 March 12	By Ballance	135	15 "
	Interest thereon to 19th December 1762 being 10 Months Pay	3	" "				
	Interest on 132.23.10 to 12th March 1763 being 2.3	2	47 10				
	Pagodas	160	15 "			Pagodas	160 15 "

Fort Saint George the 19th December 1762.

I Hallastra Chetty of Madras Merchant do hereby as well for myself as my Heirs
Executors Administrators and Assigns Transfer assign and make over unto
John Parley of Madras aforesaid Merchant his Heirs Executors Administrators and
Assigns all my Right and Title to the full Sum of One Hundred and Thirty five
Pagodas and fifteen Fanams Ballance in the foregoing Account Current due to me
by Amanda Chetty Given under my Hand and Seal at Fort Saint George Signed Sealed and Delivered in the Presence of Hallastra Chetty
Witness my Hand at Fort Saint George the Thirtieth day of December in the
Year

Year of Our Lord One Thousand seven Hundred and Sixty three

Witness

Mayor's Court at Madraspatnam

Tuesday the 26th day of April Anno Domini 1763

L S

Present
John Debonnaire Esquire Mayor
Claud Russell, John Whitehill &
Abraham Browne Aldermen

Mayor's Court

Between John Parley of Madras Merchant Complainant And Armando Chitty also of the same Place Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore Hereby Order and Decree and doth accordingly Order and Decree that the Defendant should pay unto the Complainant the Suit and just Sum of One Hundred and Thirty five Pagodas fifteen Fanams Pagodas 135.15 together with all such Interest as now is or hereafter shall become due thereon until full Payment is made according to the Tenour of the Obligation and for also all Costs of Suit

Mut

7e

Read and Filed
1. March 1763

To the Honble the Mayor's Court at
Madraspatnam

Humbly Complaineth Sheweth unto this Hon.ble Court Your Orator Frances Manley of Madras Writer that Sholavaurum Ramanjee also of the same Place Merchant stands indebted unto Your Orator in the full and just Sum Fifty five Pagodas Current of Madras which are Sterling Money of Great Britain, accounting every Pagoda Eight Shillings the Sum of Twenty two Pounds or thereabouts as will more fully and at large appear upon Reference to a Translate of an Obligation marked A and a Transfer thereof marked B hereunto annexed for the Inspection of this Honble Court and to which Your Orator most humbly Refers praying the same may be Admitted as part of this Your Orators Bill of Complaint

Bill sworn 30th May

May it Please this Honble Court that this Your Orator hath often and in an Amicable manner Requested Payment of the aforesaid Sum of Fifty five Pagodas from the said Sholavaurum Ramanjee yet he the said Sholavaurum Ramanjee Obstinately and Wilfully Refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays all General Relief Enclusive to this Honorable Court shall seem Agreable to Equity and good Conscience

To the End Therefore that the said Sholavaurum Ramanjee may upon his Corporal Oath true and Perfect Answer make to all and Singular the Matters and Things herein before Alledged and set forth as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto your Orator the aforesaid Sum of Fifty five Pagodas with all Interest Due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Sholavaurum Ramanjee to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and

7

A

Translate of an Obligation as near as can be from the Original Malabar by Jonacapa Sworn Interpreter

Madras July 7th 1757

I Sholavaurum Ramanjee do hereby acknowledge to have Borrowed and Received from Shanbaperum Chetumma Chetty the full and just Sum of Fifty five Pagodas Current of Madras Payable one demand with Interest at the Rate of Nine p.Cent p.Annum Drawn by Anbutty Mashaya

Signed Sholavaurum Ramanjee

Witness
Seeta Ramanaiah
Arumdern

B

Madras 12th February 1763

I Shanbaperum Chetumma Chetty do hereby for me my Heirs and Assigns Transfer and make Over unto Frances Manley his Heirs and Assigns all my Right and Title to the Sum of Fifty five Pagodas due to me from Sholavaurum Ramanja upon an Obligation Payable on demand Bearing date the Seventh day of July 1757 with all the Interest that Money or may hereafter become due thereon for the Interest Note of Hand for the Sum of Forty eight Pagodas Payable to Me Or order four Months from the date hereof

Witness Samatinada Chetumma Chetty
Jola Mandava Naick

Mayor's Court at Madraspatnam

Tuesday the 26th day of April Anno Domini 1763

Mayors Court

Present

John Debonnaire Esquire Mayor

Daniel Ackell, John Whitehill &

Abraham Bouvier Aldermen

Between Francis Morey of Madras Weaver

Complainant and Malcaumam Ramanga

also of the same Place Merchant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Honble Writs to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do; This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Fifty five Pagodas Pagodas 55 - - - together with all such Interest as now is or hereafter shall become due thereon untill full Payment is made according to the Tenour of the Obligation sued for; also all Costs of this Suit - - - - - - - - - - - -

Fiat

Read and Filed
8th December 1760

To the Honorable the Mayors
Court at Madraspatnam

Humbly Complaineing Sheweth unto this Honble Court
Your Orator

said East India Company is Indebted in the Sum of Two Hundred and Ninety two Arcot Rupees and One Thousand seven Hundred and Thirty eight Pagodas one Fanam and Thirty eight Caste Making in Sterling Money of Great Britain at the Rate of two Shillings and two Pence for every Rupee Arcot and eight Shillings for every Pagoda seven Hundred and Nineteen Pounds Six Shillings and three Pence half Penny all which will more fully and at large appear upon Recourse to an Account Current for the Inspection of this Honble Court hereunto annexed and which your Orator Prays may be admitted as part of this Your Orators Bill of Complaint and Whereas Your Orator has Demanded Payment of the said Sum from the said John Debonnaire -

But now so it is May it Please this Honble Court the said John Debonnaire Refuses your Orator any manner of Satisfaction in the Premises Your Orator therefore Prays a Genl Relief such as to this Honble Court shall Appear agreeable to equity and good Conscience And the Ans thereof that the said John Debonnaire may upon his Corporal Oath & true and Perfect Answer make to all and singular the matters and things hereinbefore Alledged and as fully fully and Effectually to all intents and Purposes as if the same were here again Repeated and Interrogated and be Decreed to Pay unto your Orator the said Sum of Two Hundred and Ninety two Arcot Rupees and One Thousand seven Hundred and Thirty eight Fanams and Thirty Eight Caste together with all such Interest due now or hereafter may become due thereon also all Costs of this Suit - - - - - - - - - - - - - - - - - - -

Dr. Captain Solon

1757 January	1st	To Ballance of an Account Current dated December 31st	Pags	58,22,6h
		To Cash brt Sum on his Bond dated 28th July 1756	Pag 300	
		To Interest on Do from 28th July 1756 to the 27th Novr 1761	213,2h	
		to 3 Pcs No 3 at 8 p Cent p Contra		713,2h
March	31	To 12 Mauritd Wax Candles		2,31,4o
		To 2 double Cattins of Tea		3
		To 2 Corge of Gingham		26
		To ½ Do of Bengal Mauds		13,31,4o
		To 20 Yards of Black Ribbon		4o
		To 2 Peices of Grand Sorge		12
		To a Brass Lock		1,9
		To Charges of Package		12,2h
April	30	To 2 Jars of Ginger Preserved		2,32,2o
		To 2 Tubs of Oranges and Sweetmeats		3,21,4o
		To 10 Peices of Nankeen		5
		To Cooley hire		2
May	31	To Mdt ℔ of Chuna Root		3,6
		To Cash Paid John Dyer on Acct of Carter Jones the Mast Chips Wk		31
June	30	To 1 Peice Sattin ℔ and 1 of Lutestring		26
		To 2 Peices of Painted Flannel		18
		To 13 Pictures		15
		To 18 Chairs and Couch		9
		To 1 Pair Glass		8
		To 12 Yards Silver Lace at Pags 3/6 p Yard		7,21
		To a Coll of Captain Lines		2
		To 2 Large Mats		6
		To 1 Piece Long Cloth		1,10,4o
		To 2 Pcs Striped Gingham		4
August		To Cash paid Mrs Pitt Pd for his Commissn		2
		To Charges Merchandize on Cal Sides sent from St Davids to be sold on his Account		5,2h,5o
September		To his Draught in favour of Williamson		15o
		To Do in favour of Peter Spral		117
October		To Do in favour of Mr Fairfield		200
November		To Cash for Jacket Cloth and Lace		71 5,10
January 1758		To his Draught p[ri]d in favour of Mr Spelman		24,2o
June			Ab[t] 232	1000

Cr. Hume

1757 April	20	By Cash Remitted	Pags	60
October		By Cash paid Captain Pascall by Order		321,3h,2h
1758 July		By Cal Sides sold on his Account		46,31
				302,23,2h
		By Ballance	Ab[t] 232	1732,1,3h

By Sweet Mayn 232 Pagodas 2580,2h,6s

The Answer of John Debonaire Attorney for Mrs Hume Widow of Captain John Hume deceased to the Bill of Complaint of John Call Engineer on Surf at Fort Saint George

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 Imperfections in the said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth materially concern him to make Answer unto This Defendant Answereth and Saith that the Estate of Captain John Hume deceased being insufficient to Satisfy fully the Demands of All his Creditors the Complainant will of Course Receive a Dividend in Proportion to the Effects that he the Complainant shall Prove his Debt from the said Estate and this Defendant begs Leave to Inform this Honorable Court that he the Defendant has already Wrote to England to Procure Certain Information of the Amount of all the Debts due from the said Estate to Creditors now Living in England And as the Distance is Great This Defendant humbly Hopes that this Honorable Court will at least allow Four or Six Months from the time of the Order to the Making up a Compleat List of the Debts, that a Just and Equal Dividend may be made of the Estate of the said Captain John Hume deceased, This Defendant humbly Prays that no Interest may be Allowed to any Creditors whatever from the time of Captain Humes Death as the Present Delay of Payment is Occasioned by Unavoidable Circumstances All which Matters and things This Defendant is Ready to Aver maintain and Prove as this Honorable Court shall be Pleased to direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

John Debonaire
Richard Pyke

Mayors Court at Madraspatnam

Tuesday the 26th day of April Anno Domini 1763

Present

John Debonaire Esquire Mayor
Hamed Russell, John Whitehill &
Abraham Broome Aldermen

Between John Call Chief Engineer on the Coast of Choromandel in the Service of the East India Company now Residing at Fort Saint George Complainant and John Debonaire also of the same place Merchant Attorney for Elizabeth Hume Widow and Executrix of John Hume Captain of Foot in the Service of the said East India Company Defendant

This Cause coming on to be heard and debated this day in the Presence of the Defendant and of the Attorney on both Sides On reading the Complainants Bill with an Account Current annexed The Defendants Answer On hearing the Pleadings made use of the Attorneys and on due Consideration had thereon The Defendant not having made any Objections to the Justness of the Complainants Demand, Ordered the Court any Reasons to Imagine there are other Debts due from the Estate of the deceased Captain John Hume & the time desired by the Defendant in his Answer for that Purpose is Expired, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant out of the Estate of the said Captain John Hume deceased the full and Just Sum of Two Hundred and Thirty two Star Pagodas & Fifty Eight Fanams and Thirty Eight Cash together with all such Interest as Monies as hereafter shall become due thereon from the twenty seventh day of November One thousand seven Hundred and Sixty One being the date of the Account Current annexed to the Complainants Bill, Also all Costs of this Suit

Hun

Read and Filed
15th March 1763

To the Honorable the Mayor's
Court at Madrasapatnam

Humbly Complaineing Sheweth unto this Noble
Court Your Orator Anthony Johnson by his Attornes Valoreano Johnson and
John Motte of Madras Inhabitants, That Mangeny Paddachy of Fort Saint
David Merchant stands indebted unto your Orator in the Sum of One Thousand
and twelve Pagodas making in Sterling Money of Great Britain accounting
every Pagoda eight Shillings in all amounted to the Sum of Four hundred and four
Pounds sixteen Shillings as Thereby doth upon an Obligation Ready to be produced
unto this Noble Court when Required, and your Orator further Sheweth unto this
Noble Court That he has often and in an Amicable manner Requested payment
from the said Mangeny Paddachy of the aforesaid Sum of One Thousand and
twelve Pagodas But now May it Please this Noble Court the said
Mangeny Paddachy Wilfully and Obstinately Refuses to give your Orator
any manner of Satisfaction touching the Premises Your Orator therefore Prays
Process of this Noble Court may issue to the Sheriff of Fort Saint George
Against the said Mangeny Paddachy Commanding him to be and
appear at a certain time and Place to be by this Noble Court Appointed and
then and there to Answer all and singular the Premises and further to Stand
to and abide such Order and Decree therein as to this Noble Court shall seem
meet and your Orator shall as in Duty bound ever Pray

May it Please this Noble Court to Grant the said
Mangeny Paddachy to be Summoned and Regulated by the Sheriff of Fort Saint
George Agent of Madrasapatnam and the Patriarch thereof Personally to be and
appear at a Certain time and Place to be by this Noble Court Appointed and
then and there to Answer all and singular the Premises and further to Stand
to and abide such Order and Decree therein as to this Noble Court shall seem
meet and your Orator shall as in Duty bound ever Pray

Mayor's Court

Mayor's Court at
Madrasapatnam

Tuesday the 10th day of May
Anno Domini 1763

Present
John Debonnaire Esquire Mayor
Lieut Rutsell John Whitehill and
Abraham Brownne Aldermen

Between Anthony Johnson by his
Attorney Valoreano Johnson and
John Motte of Madras Inhabitants
Complainants and Mangeny
Paddachy of Fort Saint David
Merchant Defendant

It 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 Refuseing 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 and twelve
Pagodas (Pagodas 1012) together with all such Interest as now is or
hereafter shall become due thereon untill full Payment is made Exclusive of
the Penalty of the Obligation sued for Also all Costs of this Suit

Vizt)

Read and Filed
10th May 1763

To the Honble the Mayor's Court
at Madrasapatnam

Humbly Complaineing Sheweth unto this Honble Court of Mayor
Order Pyphen Say Merchant of Madras Inhabitant that Vella Tombe also of the

Mayor's Court at Madraspatnam

Tuesday the 10th day of May Anno Domini 1762

Present

John Debonnaire Esquire Mayor
Claud Russell John Whitehill and
Abraham Bronome Aldermen

Between Anthony Johnson by his Attorney Valentine Johnson and John Wolfe of Madras Inhabitants Complainants and Maingenay Paddiachey of Fort Saint David Merchant Defendant

It appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Five Thousand and Twelve Pagodas (Pagodas 1012) together with all such Interest as may or hereafter shall become due thereon until full Payment is made according to the Tenour of the Obligation sued for Also all Costs of this Suit

Read and Filed
10th May 1762

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court your Orator Boyalen Suffrandil of Madras Inhabitant that Nilla Tamby also of the same Place Inhabitant stands indebted to your Orator in the full and just Sum of Forty Pagodas Current Money of Madras arising upon a Transfer

Obligation

Rathnapah Mudeliar the Sum of Sixty Pagodas Current Money of Madras which I Promise to pay with the Interest of Nine per Cent per Month after date at four Pagodas per Month Witness my Hand Fort Saint George this 28th day of May Anno Domini 1763

Witnesses
Thadasheria Mudeliar
Sivanandu Pandaram

Signed
Villekannoy

I John Translator as near as can be from the Original Malabar by Conneerpah Sworn Interpreter

William Cranmell
Attorney for the Complainant

I Sudanthra of Madras Widow do hereby for me my heirs Executors Administrators and Assigns Transfer and make over to Boyah Sufthandel of Madras inhabitant his Heirs Executors administrators and Assigns all my Right and Title to an Obligation given unto Rathnapah my deceased Husband by Villa Tomby of the same Place Inhabitant for the Sum of Sixty Pagodas due to me from the said Villa Tomby with all such Interest that now is or shall become due thereon for his Interest Note of Hand of this Date for the Sum of Sixty Pagodas Payable unto me three Months after Date hereof as Witness my Hand at Fort Saint George this Nineth day of May and in the Year of Our Lord One Thousand seven Hundred and Sixty three

Witnesses
[illegible]

The Mark of (O) of Sudanthra

Madras ss Fort St George

Memorandum that on this 28th day of May Anno Domini 1763 Before me the Subscriber one of His Majesty's Council for the Presidency of Fort St George aforesaid personally came and appeared the above named Sudanthra and acknowledged the above Assignment to be her Act and Deed

Present
The Honble Richard Russell Senior Alderman
Peter Manuelle and Abraham Browne
Aldermen

Before me
Richard Benyon Sufthandel of Madras
Justice of the Peace

To the End therefore that the said Sydapetta Balla Moodu Chetty 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 be Decreed to pay unto your Orator the aforesaid Sum of Two thousand seven hundred and fifty four Pagodas Eight fanams and fifty four Cash with all the Interest due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Sydapetta Balla Moodu Chetty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear at a Certain time and place to be by this Honble Court prefixed and upon his Appearance there and then to Answer this your Orators Bill of Complaint and further to Stand to and Abide such Order and Decree Therein as to this Honble Court shall Seem Meet

Archdale Palmer
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 19th day of June Anno Domini 1753

Present
John Delavaine Esquire Mayor
Peter Marielle & Thomas Pouney
Aldermen

Mayors Court

Between John Lewen Smith of Madras Merchant by his Attorney John Smith of the same place Merchant Complainant and Sydapetta Balla Moodu Chetty also of Madras Merchant Defendant

Appearance by the Records of this Court that the Space of Six Months the time Limited in His Majestys Charter is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant hath not made any Appearance in Court to Answer the Complainants Bill; This Court doth

Dr. (Mongalo Mootacumra. Moodeliare, Governada. Moodeliare & Cancoyn Swara Rendatchan &c)

		Pags fan Cash				Pags fan Co
1759			1762			
Septembr 3	To their Bond of this date	2000 " "	April 11	By Cash Received in part		1000 " "
1763		£ M		By Interest on the above to this		
May 23	To Interest on the Above to this Day is 3 " 8			day is 1 " " 13 at 8 ff Cent ff Ann:		82 " 32 "
	21 at 8 ff Cent ff Annum	596 " "				1082 " 32 "
				By Ballance due		1513 " 11 "
	Pagodas	2596		Pagodas		2596 " "

Fort Saint George 23 May 1763.

Errors Excepted

Jas Alexander

For Henry Brooke

We the Mayor and Aldermen of Madras do Certify that the four Orders to and table and Order and Decree to the

Archdale Palmer
Attorney for the Corporation

Six Shillings and Eight Pence, Which Promissary Note of Hand is Ready to be produced
to this Honble Court when Required

Your Orator further sheweth unto this Honble
Court that he hath frequently and in an Honerable manner Requested Payment
from the said Nauchapah of the said Sum of Thirty one Pagodas and twelve Fanams
But now so it is May it Please this Honble Court
the said Nauchapah Obstinately and Wilfully Refuse to give your Orator any manner
of Satisfaction touching the Premises your Orator therefore prays a general Relief such
as to this Honble Court shall appear Agreable to equity and good Conscience To the
End Wherefore that the said Nauchapah may upon his Corporal Oath true and
Perfect Answer make to all and Singular the matters and things herein before
Alledged and Set forth as fully truly and Particularly to all Intents and Purposes
as if the same were here again Repeated and Interrogated and be Decreed to pay
unto your Orator the aforesaid Sum of Thirty one Pagodas and twelve fanams
with all Interrest due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Nauchapah to be Summoned and Required by the Sheriff of Fort Saint George
Town of Madraspatnam and the Districts thereof Personally to be and appear
at a Certain time and place to be by this Honorable Court Prefixed and appointed
there and there to Answer this your Orators Bill of Complaint and further to stand
to and Abide such Order and Decree therein as to this Honble Court shall seem
Meet

William Cranwell
Attorney for the Complainant

Fort to Testify that the within named William Turner hath this
day Appeared before Me and made Oath that the within
Named Nauchapah of Madras Dubash is justly and
truly indebted unto him in the Sum of Thirty One
Pagodas and twelve fanams, and that he is apprehensive
that the said Nauchapah will abscond from the Jurisdiction
of this Honble Court upon hearing this Bill is filed against
him According to a Standing Order of Court
I do summons immediately and a Warrant of Arrest Issue

Town Hall
27 April 1762

John Delavaux
Mayor

of the said Sum of One Hundred and Sixty Pagodas from the said Joze de Silva Salgado
Whereupon so it is May it please this Honble Court the said Joze de Silva Salgado
Obstenately and Wilfully Refuses to Give your Orator any manner of Satisfaction
touching the Premises your Orator therefore Prays all General Relief such as to this
Honorable Court shall appear Agreable to Equity and Good Conscience

To the End therefore that the said Joze de Silva Salgado
may upon his Corporal Oath a true and Perfect Answer make to all and Singular
the Matters and Things herein before Alledged and Setforth as fully truely and Effectually
to all Intents and Purposes as if the same Were here again Repeated and Interrogated
and be Decreed to pay unto your Orator the Aforesaid Sum of One Hundred and Sixty
Pagodas with all the Interest due thereon also all Costs of this Suit

May it Please this Honorable Court to cause the said
Joze de Silva Salgado to be Summoned and Required by the Sheriff of Fort Saint George
Town of Madraspatnam and the Districts thereof Personally to be and appear
at a Certain Term and Place to be by this Honorable 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 therein as to this Honble Court shall Seem
Meet

William Bishop
Attorney for the Complainants

I Joze da Silva Salgado do hereby Acknowledge to have Received of Mr Lewen Smith
the Sum of One Hundred and Sixty Pagodas Current Money of Madras for
Respondentia to Pegue at Eighteen p Cent on the Snow Nelly, With Condition
encase I should Winter there to Pay more ten p Cent All the Risques being on
Account of the said Mr Lewen Smith both on the said Ships Nelly as Also on
such Ships I shall Return back to this Place After twenty One Days of My
Arrival I Oblige myself to pay Same In Witness whereof I have hereunto
Set my Hand Madras 12th August 1762

A True translation from the Original As Near as Can be by

Andrew Feder
Portug. Interp.

leave to their Petition Sundry Accounts such as the Account of Stores the Property of the Captors Supplyed his Majestys Squadron and what sold to Alexander McLeod an Account of Stores Supplyed the Gentlemen of His Majestys Squadron at different times and to be paid for at the Outcry Price, An Agreement Signed by Tanjore Chitty But in order to set this Affair in the Clearest Light Your Orators beg leave to — Represent this Honorable Court that the said John Read and Thomas Adney late of Pondicherry but at Present of Fort Saint George were joint Commissaries with the said John Edwards on the part of His Majestys Squadron Subject nevertheless to the Orders and Directions of the said Thomas Daniell as will appear by the following Passage from their Instructions "The Commissarys on the part of the Navy are "hereby directed to follow such Directions as they Shall Receive from time to time from "Captain Thomas Daniell and upon all Occasions to make application and Consult "with him, They are also to Produce their Accounts at such time as he shall think "Proper to Demand them and whenever any Difficultys arise in the Execution of "their Office they are to Represent Captain Daniell who will endeavour to set those "Matters Right and protect them in their Duty. Besides which Passage Your Orators beg leave to quote one from the Instructions to the said Thomas Daniell "You "are hereby Authorized and empowered by the Consent of the Whole Squadron to take "upon You the Charge of Superintending the said Commissarys who shall have any "Orders to follow a Such Orders and Directions as they shall Receive from you in "the Executing their Office, And your Orators further beg leave to Represent this Honble Court that some time after they had Proceeded in the disposal of the Effects of Pondicherry they discovered that the said John Read and Thomas Adney had Actually Entered into an Agreement with the above said Tanja Chitty to pass all the Black Merchants Effects and Merchandize out of Pondicherry for the Sum of Two thousand Pagodas which Inhanced their Gains not to this Day ever endeavored to clear up notwithstanding they were Called upon by your Orators for that Purpose and your Orators further Shew unto this Honble Court that the said John Read and Thomas Adney sold Privately two Anchors and some Brass Jumages and that Thomas Adney did Privately Receive one Hundred and fifty Pieces of Linin and two Boxes of Borax from one Leonard a Frenchman at Pondicherry which has Never been Accounted for and the said John Read never inserted in his Cash Account Ballanced and Signed the Sum of three Hundred and odd Pagodas received by him as Cash Wages Which Acts greatly Alarmed your Orators and made it highly Necessary for your Orators to Suspend the said John Read and Thomas Adney from their employs and your Orators further beg leave to Represent this Honble Court that they are humbly of Opinion that the Act in the Disposal of the Anchors and the Images was a sufficient Plea to Suspend the said John Read and Thomas Adney as they Acted Contrary to their Instructions which Directed that "No Goods Merchandize, "Effects &c. to be Sold by Private Sale or Bargain on any Account but to be put up to the

be Obliged to pay all Costs of this Suit May it please this Honble Court Court to
to Cause the Said John Read and Thomas Adney to be Summoned and Required by
the Sheriff of Fort Saint George Town of Madraspatam and Districts thereof
Personally to be and appear at 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

Vane
Attorney for the Complainants

Read and filed 9th February 1762

Answer of John Read and Thomas Adney
Now Residing at Madras Commissaries
on the part of His Majestys Squadron
to the Bill of Complaint of Captain
Thomas Daniell Superintendant and
John Edwards Commissary on the
part of the said Squadron, John Edwards
Claud Russell, James Bourchier and
Christian Brouwer by their Attorney
John Palmer

These Defendants 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 Uncertainties in the said Bill of Complaint Contained for Answer
thereunto or unto so much thereof as these Defendants are Advised doth materially
Concern them to make Answer unto these Defendants Answer and say that the
Ships on which they had sent the Papers and Accounts to Admiral Cornish as
set forth in this former Answer being now returned without being able to meet with
the Admiral they Admit that they now are Possessed of the Agreement signed by
Tanjore Chetty also the Account of Stores supplied Captain McLeod as also an
Account of what Articles to these Defendants Knowledge was Supplied the Gentlemen
of the Squadron &c. at Pondicherry also said Account of some Articles supplied Cap-
tain Daniell as to the Account of Stores supplied His Majestys Squadron These
Defendants

Gossard was carryed to the Publick Place alloted for those Articles
As to the Paleriquin now in the possession of this Defendant
Admey, The said Defendant alledges that as he looked upon himself in the Character
of Commissary he thought he had a Right of using it But not with an intent to
defraud the Captors the Value whereof he is ready to pay them.

Sworn to before me this 3d day of October 1761

Peter Manwaring Mayor

Tho. Admey

Archdale Palmer
Attorney for the Defendants

(N.B. Read Sworn to such Part of this Answer as belongs to belong to him before me this 9th February 1762

John Callard
Alderman

John Read

Read and filed 9th February 1762

Seperate Answer of John Read now Residing at Madras Commissary on the part of His Majestys Squadron to the Bill of Complaint of Captain Thomas Daniell Superintendant and John Edwards Commissary on the part of the said Squadron Colond Russell James Bouchier and Christian Brouwer

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of Exception to the many Errors uncertainties and untruths in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth materially concern him to make Answer unto This Defendant Answereth and saith as to the Charge against this Defendant for not bringing the Sum of Three Hundred Pagodas to Account which was received by him as Commissary, This Defendant says that it was not done with any view of Defrauding the Captors as he made the said Colond Russell acquainted with it The Reason of his taking the said Sum was to defray the Allowance Given to this Defendant and Mr Thomas Admey by the Captors for their Expences

This Defendant admits to have been possessed of a Palliaseere belonging to the Captors which he took for his own use but Not Without the intention of paying for the same its full Value, Which is what several

others

Thers Duly to furnish the said Colonel Russell with true Exact Copies of all the Accounts and Transactions relative thereto that the same might be Regularly entered and Digested in the Books kept for that Purpose under the Care and Inspection of the said Colonel Russell These Replyants therefore humbly hope that this Honorable Court will be pleased to Order the Defendants to produce A Copy of the said Account of Stores furnished His Majestys Squadron as they the said Defendants are certainly possessed of the Original Materials which Enabled them to make out the Account furnished by them to the Admirals Secretary as Confessed by them in their said Answer

With Regard to the Assertion next made use of by the Defendants — "That these Replyants have no Right to demand the "Papers and Accounts now Sued for" These Replyants are humbly of Opinion that it would be Presumming too much upon the Patience of this Honorable Court to Use a Multitude of Words in Refuting an Assertion which must appear to every Person even at the very first Sight so very big with Absurdity. If the Defendants had not Obstinately shut their Eyes to Common Sense and Reason: If they had ever Given themselves the trouble seriously to Peruse the Instructions they Received as Commissaries, every Paragraph must have Carried Conviction sufficient to have Prevented these Replyants ever having had the trouble to Prosecute the Defendants upon this Account in this Honble Court. These Replyants must Again beg leave to Observe to this Honorable Court that Captain Thomas Daniell one of these Replyants was appointed by Admiral Stevens, at the Unanimous Request of the Officers and Men of His Majestys Squadron to Superintend, Direct, and Command, the Commissaries on the part of the Squadron with Regard to the Interest of the said Squadron in the Capture of Pondecherry. The Defendants as Commissaries for the said Squadron were Instructed "Becase from time to time from the said Thomas Daniell and likewise to produce "All their Accounts at such times as the said Thomas Daniell should Demand them" These Replyants do humbly Conceive that, from the Tenor of these Instructions nothing can be more Self-Evident than that the said Thomas Daniell had an Undoubted Right to Inspect and Examine into the Behaviour of the Defendants as Commissaries for His Majestys Squadron and upon Suspicion or Conviction of their Misbehaviour therein, was invested with Sufficient Authority to Remove and Suspend them from the Execution of their said Office — The Defendants in their Answer are Pleased to Allow that the said Thomas Daniell one of these Replyants was Appointed to Superintend them but very Weakly Insist that he had no Right to Suspend them or to Demand the Delivery of the Accounts Relative to their Employ: Upon a full Discovery of the most Flagrant Breaches of Trust committed by

Admits it Possibility of the Defendants having informed him of that Affair / Begs leave to inform this Honorable Court that he cannot possibly Recollect any thing of the Matter ...

In the first Joint Answer Given into this Honorable Court and sworn to by both the Defendants, the Defendant John Read there asserted that he was not Possessed of a Pallanchean the Property of the Captors as set forth in these Replyants Bill of Complaint — In the Seperate Answer of the said John Read now Replyed to, he not Only Admits that he is Possessed of the said Pallanchean, the Property of the Captors but declares himself Ready to pay for or Deliver up the same whenever it shall be Demanded — I will without further tedious Reflection be sufficient for these Replyants to have proceeded and this Circumstance where such a Notorious Prevarication Appears to Enable this Honble Court to judge how small a degree of Credit can be Given to a Person who finds it so Easy to Swear to two Things so Diametrically opposite ...

In the abovementioned Joint Answer first Given in by the Defendants, the Defendant Thomas Adney Absolutely denyed that he positively Received the pieces of Tin and Borax as set forth in these Replyants Bill of Complaint but Allowed that he Received from one Gossard a Quantity of Lead which he sent to the Place appointed for such Articles — In the Joint Answer of the Defendants now Replyed to the said Thomas Adney again Denies to have Received any Tin or Borax in a private manner but Admits to have Received of One Monsieur Gossard a Parcel of Lead and some Boxes and Chests of Merchandize amongst which he believes there might be some Borax but as he never saw any he cannot take upon him to Affirm Positively upon his Oath that there was any — These Replyants must here observe that the said Thomas Adney in both these Answers Industriously endeavours to seek a Shelter behind some single Words upon which he is pleased to lay a peculiar Stress ... In the above Quotation from the Defendants first Joint Answer the said Thomas Adney Evades a Direct and Positive Denial by saying that he never Privately Received any Borax In the second Joint Answer now Replyed to, he not only Confesses to have Received some Boxes and Chests of Merchandize from the said Monsieur Gossard Concerning which he had been entirely Silent in his first Answer but also Adds that he Believes there Might be some Borax amongst them but that he, the said Thomas Adney did Not See any — These Replyants could not help pointing out, to this Honble Court, these glaring Inconsistencies in the different Answers Sworn to by the said Thomas Adney, as they, on the Opening of these Replyands carry along with them the most Evident marks of a Studied Evasion, and though he the said Thomas Adney has Specially Shelter'd himself

under

upon these Things as they might in Justice and with great Ease to themselves do; and therefore have only Introduced A Narration of them here in order to Illustrate more fully to this Honble Court the Behaviour and Proceedings of the Defendants during the time that they Acted as Commissaries on the part of the Squadron and to shew them many Strong Reasons that obliged Captain Thomas Darnell one of these Replyants to Suspend them from the further Execution of the said Office by Virtue of the Authority Confer'd upon them by the Unanimous Consent of the Squadron

These Replyants therefore Confirming themselves only to a Force of their Just Demands Humbly Pray that this Honorable Court may be Pleased to Order and Decree that the Papers and Accounts relating to the Captors now Deposited with the Register of this Honorable Court and the Account of Stores Delivered His Majestys Squadron as well as every other Papers belonging to the Captors now in the Possession of the Defendants may be delivered up to these Replyants Also that the Sum of Six Hundred and Seven Pounds and the Reasonable Value of two Pallanqueens, All the Property of the Captors and Confess'd by the Defendants to be in their Possession may be paid by the Defendants to these Replyants

All which matters and Things these Replyants are Ready to Aver, Maintain and Prove as this Honorable Court shall direct and Humbly Pray as in and by their said Bill they have already Prayed &c.

Richard Hyde
Attorney for the Replyants

Read and filed
27th April 1762

Rejoinder of John Read and Thomas Abney Commissaries on the part of his Majesty's Squadron to the Replication of Captain Thomas Darnell Superintendant and John Edwards Commissary on the part of his Majesty's Squadron James Bourchier Claud Russell and Christian Brouwer Commissary on the part of the Army

These Defendants now and at all times hereafter saving and Reserving to themselves all and all manner of Benefit of Exception to the many Errors Untruths and Uncertainties in the said Replication contained for Rejoinder thereunto

the Request of such Agents or behalf of his Constituent otherwise there would be no Occasion for a Regular Power of Attorney which is made for that Purpose for the Nominating in Writing that such a one Appointing Attorney would be sufficient without Inserting in such Power of Attorney an Authority to Commence Suits &c.ª

As to what the Complainants Assert is Concerning the Sum of three Hundred Pagodas Received by the Defendant Read, this Defendant Read Affirms that the Paragraph Inserted by the Defendants that such would be the Behaviour of a Regular-Honest man, this Defendant hopes that the same will be Expunged by this Honble Court as he Affirms from what he has set forth in his Answer that the Defendants have no manner of Authority to call the Behaviour in Question in the said transaction

As to the Falsehood the Complainants have Charged the Defendant Read with the said Defendant denies that he has been guilty of any Contradiction in his Oath Concerning the same, which his last Answer Clears up as he there Asserts the Reason he Looked upon it as his Property which had the Complainants more Carefully Perused that part of the said Answer they would have found out

And in Regard to the Sword and Horse charged to have been privately Received by the Defendants Agent the said Defendant still Insists upon what he has set forth in his Answer concerning the Transaction in the setting forth of which this Defendant denies that he has endeavoured to Look the least Shelter under any Particular and in the said Charge or evade Relating the Truth concerning it, Notwithstanding the very Elaborate Arguments made use of by the Complainants to endeavour to Lead this Honble Court into such an Opinion which this Defendant being well Satisfied that the bare Reading of them is sufficient to Demonstrate their Impertinency does not think any Ways Material to take up the time of this Honble Court with any further Remarks on them only observing that what the Complainants Introduce as Evidence of this Charge, these Defendants Answer cannot be Received as Such as the Person of the Evidence Mons Gopaud is one immediately interested in the transaction and was not that the Case his Affidavit before a Justice of the Peace cannot in Law be deemed Sufficient Evidence, these Defendants for Rejoinder to that Part of the Complainants Replication concerning the dispute of the Anchors as also the Charge of an Agreement made with Sanjee Chitty for Taking of Effects out of Pondicherry Pray Reference may be had to their Answer to these facts already before this Honble Court and would at the same time observe that what the Complainants Allodge as Evidence of these transactions can in Nowise be Admitted as such by these

Defendants

By Charles Stevens Esq.r Rear
Admiral of the Red Squadron of His Majestys
Fleet and Commander in Chief of all His ....
Majestys Ships and Vessells in Jamaica

Whereas Application has been made to Me by
the Captains of His Majestys Ships under my Command concerned in the
Capture of Sandechorry on the behalf of themselves as well as the Officers and
Men under their Respective Commands that for the better Securing to them
their Properties arrising from that Capture and for the Preventing or deciding
any Differences and Disputes that may arrise amongst the Commissaries
Appointed by them and entrusted with the Collecting and disposal of such
Capture as well as for the Protecting them and Obviating any Difficulties
or Obstacles that may Occur or be thrown in the way of their executing the Charge repos'd
in them, an Officer of Rank and Authority should be appointed to Superintend and
Command the said Commissaries on the part of the Sea Officers ....

You are hereby Authorized and empowered by the Consent of the
whole Squadron to take upon you the Charge of Superintending the said Commissaries
who will have my Orders to follow all such Orders and Directions they shall receive from
you in the Executing their Office. ....

A Copy of their Instructions you will Receive herewith which will
on some Measures be a Guidance for you: for the Rest, Reliance is put on your
Industry and Good Management for the best Attention being paid to the Interests of the Captors .... For the Executing the Office hereby Entrusted to you this
shall be your Warrant .... Dated in Sandechorry this 5.th day February
1762

Chas.s Stevens

To Captain Thomas Daniell

A Copy Attested by Jas Chrismason

Instructions for the Commissaries
to Regulate their Conduct by

As you are appointed on behalf of the Navy Commissaries to take Account of and dispose of such Merchandize Effects &c.a as belongs
to the Captors you are Strictly to follow the Undermentioned directions.

No 5

with any but those of the Army

The Captors will allow 5 ℘ Cent on the Neat Proceeds, to be Divided between you and the Army Commissaries and for your Expences while on this Service each Commissary is to be Allowed 8 Pagodas a Month for a Palanqueen and 1 Pagoda a Day for such further Expences they may be at. When Captain Thomas Darrell demands any Money from you to defray his Expences, you are to Pay it; taking his Receipt and putting it to the Generall Account

These Regulations strictly to be Complyed with for which this shall be your Order; [a Copy attested]

G. La Charmaforne

Je soussigné et Declare avoir Deliveré dechés moy a M. Delay Commissaire de Marine la Quantité de Cent Cinquante pairs de Cailin quil a fait Emporter avec les Autres Marchandize Suivant declaration que jay fait aux Commissaires Vers le Commencement de fevrier de Cette année, enfoy de quoy jay Signé la presente declaration pour Servir et valoir ainsy que de raison a pondichery le 21 avril 1761

Gossard

Je Declare en Outre avoir deleiné dans la Meme Temps et dessous deux Caisses de Borax

Declaré et Signé à Pondichery
le 21me Avril 1761
Devant moi
G. Dupré

Gentlemen

I am very Sorry to find by Your Letter and Representation to Admiral Stevens, which Arrived some time before his Death that you and the Superintendant had disagreed so much as to occasion your suspension from an Office you were entrusted with on behalf of the Squadron; If the Reasons you alledge in your Accounts are true, it is astonishing to every Person that Captain Darrell could take upon him an Authority which Nothing can justify him in but very dishonest Behaviour on your Parts, but as I have Received no Letter from that Gentleman I must

suspend.

Mayors Court at
Madrapatnam

Between Thomas Daniel, John Edwards, James Bourchier, Claud Russell and Christian Brouner Com-plainants; and John Read and Thomas Adney Defendants

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

Irvenagadom a Dubash Aged 27 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 7th day of June 1762 sworn at the Office of Mr Richard Tyfe Attorney for the Complainants by Comaccapa who left a Note of the Name Title and Place of Abode of the said Irvenagadom and after-wards on the same Day being sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent saith that he has known the parties Complain-ants and Defendants 1½ Year or thereabouts

2 To the second Interrogatory this Deponent saith that he served the Defendants as a Concooply at Pondechery just after the Reduction of that Place for about two Months that he knows a Person named Monsieur Gofsard at Pondechery and saith that there were Goods and Merchandizes taken from him as Prize goods and that he did by Order of the Defendants take an Account of the said Goods which said Account he has in his Possession he further deposeth that the said Goods were carried into the Companys Warehouse from whence the rest of the Prizes were departed attended by Peons belonging to the said Defendants and more saith not to this or the last Interrogatory

Irvenagadom

Examined

Mayors Court at
Madrapatnam

Between Thomas Daniell, John Edwards, James Bourchier, Claud Russell, and Christian Brouner Complainants and John Read and Thomas Adney Defendants

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

Sundeyaden a Dubash Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 7th day of June 1762 Sworn at the Office of Mr Richard Tyfe Attorney for the Complainants by Comaccapa who left a Note of the Name Title and Place of Abode of the said Sundeyaden

and

on the Answer of the Attorneys on both sides On Reading the Complainants Bill, the Defendants Answer and the Seperate Answer of the Defendant Read, the Replication the Rejoinder Two Exhibits on the part of the Complainants, the Interrogatories on the part of the Defendants together with two Depositions taken thereunto On hearing the Pleadings made use of by the Attorneys and on due Consideration had thereon Appearing to this Court that the Defendants had Acted Contrary to the Instructions laid down for their Conduct in their Employ as Commissaries The Complainants had a Right to call them to an Account in this Court, this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall deliver up to the Complainants the several Papers and Accounts mentioned in the Complainants Bill, and that the Defendants shall pay unto the Complainants The Sum of three Hundred Pagodas the Property of the Captors which the Defendants acknowledged to have Received as also the Amount of what the two Pallankeens Sold for at Outcry Also all Costs of this Suit

Four

Court of Appeals
at
Madraspatnam

Friday 8th July 1763.

Between John Read & Thomas Adney late Commissaries on the part of the Squadron } Appellants

&

Thomas Pinnell late Commander of His Majesty's Ship Yarmouth and Superintendant over the Commissaries appointed by Charles Stevens Esquire Commander in Chief of all his Majesty's Ships and Vessels Employed in the East Indias John Lovell Commissary on the part of the Squadron James Brunsdon, Edward Russell and Christian Bouvier Commissaries on the part of the Army } Respondents

This Cause coming on this Day to be heard and debated before this

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; and that he be particularly Interrogated whether he or any other Person or Persons for him did not Receive the Amount of the aforesaid Sum and Jewells and he Decreed to pay unto your Orator the aforesaid Sum of two Hundred and fifty Arcot Rupees and likewise the said Jewells or the Sum of One Thousand Rupees with such Interest as now is or shall hereafter become due Thereon also all Costs of this Suit May it Please this Honble Court to Cause the said Fonthecrah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and appear at a Certain Time and place to be by this Honble Court appointed and prefixed then and there to Answer this your Orators Bill of Complaint and further to stand to and Abide such Order and Decree therein as to this Honble Court shall Seem Meet

Edward Lane Attorney
for the Complainant

Dr. Fonthecrah Cr.

1759						1759					
Apl	25	To Cash paid him in Bills	100	"	"	Mar	25	By Cash Received of him			
May	15	To Ditto in Money	200	"	"			Upon a Mortgage of a Parcell of			
	21	To Ditto in Bills	50	"	"			Jewells to the Value of Above			
Dec	10	To Ditto Ditto	200	"	"	1761		One thousand Rupees	1000	"	"
						May	16	By Ballance	250	"	"
		Rupees	1250	"	"			Rupees	1250	"	"

Fort St George 16th May 1761

Errors Excepted
A. Swan Sauvey

last to this Defendant on Parchment Billets One thousand and fifty emanagenary Rupees and their Intrinsick value is no more than fifteen and Seventeen p Cent on the Month of April and May in the Year of Our Lord One thousand seven Hundred and sixty as will appear by several vouchers which this Defendant has Obtained from many French Gentleman which will appear in due time verifying the Value of these Parchment Billets at that time which Consequently will make the Thousand and fifty emanagenary Rupees according to the Current Exchange at that Place and time as follows, on the Month of April in the Year of Our Lord One thousand seven Hundred and Sixty in Parchment Billets, two Hundred and fifty emanagenary Rupees at Seventeen p Cent that being the Current Exchange will make Real Rupees forty two and a half and in the Month of May in the Year of Our Lord One thousand Seven Hundred and Sixty in Parchment Billets Eight Hundred emanagenary Rupees at fifteen p Cent makes Real Rupees One Hundred and twenty the Complainant should not have charged this Defendant One thousand and fifty Great Rupees but one thousand and fifty emanagenary Ones which are to be Reckoned at the Exchange they went at that time which was fifteen and Seventeen for every Hundred which will make forty two and a half Great Rupees all the Complainant has Charged this Defendant in Bills to the Amount of One thousand and fifty Great Rupees as follows on the twenty fifth day of April in the Year of Our Lord One thousand seven Hundred and fifty Nine, Eight Hundred Great Rupees, the twenty first day of May in the Year of Our Lord One thousand seven Hundred and fifty Nine fifty Great Rupees and on the tenth day of December in the Year of Our Lord One thousand seven Hundred and fifty Nine two Hundred Great Rupees, which sums make the Sum of One thousand and fifty Great Rupees this Defendant saith that the Complainant has Debited this Defendant the Sum of Eight Hundred and Eighty seven and a half Great Rupees too much in his Bills as is manifest by the Currency of the Parchments Billets at that time and this Sum of Eight Hundred and Eighty Seven and half Great Rupees being the Difference between the emanagenary Rupees and the Real Rupees this Defendant saith that the Complainant ought to have Debited this Defendant for the latter and Not for the former as the Complainant has done this Defendant saith that the Complainant is under a Great mistake in Regard to the time that the Complainant and this Defendant

the

Defendant Alledges that the Complainant has in his Account Account Current charged this Defendant with the payment of the Sum of two Hundred Rupees the Fifteenth day of May in the Year of Our Lord one thousand seven Hundred and fifty Nine this defendant saith that the Complainant paid this Sum of two Hundred Arcot Rupees on the thirty first day of August in the Year of Our Lord One thousand seven Hundred and fifty Nine which is evedent by the same being Wrote on the Back of the Bond; and not as the Complainant has Said this Defendant adds that the Complainants mistake of One Month and six days in his Bond is very Extraordinary and its very Surprizing that the Complainant should Charge One thousand and fifty Arcot Rupees on the Fanchionent Billets when their Real worth is no more than One Hundred and sixty two and a half Arcot Rupees Lastly the error that the Complainant is guilty of in the time that he paid this Defendant the Sum of two Hundred Arcot Rupees which was only on the thirty first day of August in the Year of Our Lord One thousand seven Hundred and fifty Nine and not on the fifteenth day of May in the Year of Our Lord One thousand seven Hundred and fifty Nine As the Complainant saith As to the Interrogatories put by the Complainant to this Defendant this Defendant denyes that he or any other for him ever Received of the Complainant the said Sum of two Hundred and fifty Rupees or any other Sum or Sums whatsoever than is already setforth by this Defendant in this defendants Answer but that the Complainant is Indebted to this defendant in the full and just Sum of Eight Hundred and forty four and a half Arcot Rupees all which matters and things this Defendant is Ready to Aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

William Cranwell

Attorney for the Defendant

Read and Filed
the 25th August 1761

The Replication of Francisco Laury of Madras Merchant Complainant to Mr Vincent of Sowbreerah Merchant now Residing at Madras Defendant

This Repliyant 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 defendants said Answer Contained for Replication thereunto saith that all and Singular the matters and things in this Repliyants Bill are true as the same are therein alledged and set forth and that the Answer of the said Defendant is very Imperfect and Insufficient in the Law to be Replyed unto and this Repliyant further Saith that on the first May One Thousand Seven Hundred and fifty Nine this Repliyant being in want of Money did Mortgage unto the Defendant a Parcel of Jewels and took the Sum of One Thousand Rupees and on the thirty first of August in the same Year this Repliyant paid in part to the Defendant the Sum of two Hundred Rupees all this passed between this Repliyant and the Defendant without any Writing on either Side. The then tenth of December in the same Year the Defendant did purchase a Quantity of Goods at an Outcry made by the French Company in Pondicherry to the Amount of Above two Thousand Rupees and the French Company began to Prosecute the Defendant for the Payment of the same and the Defendant not having Money by him to pay desired this Repliyant to lend him Parchment Billetts for the Amount of two thousand Rupees which were Current in Pondicherry then instead of Money, and this Repliyant not having any Parchment Billetts by him went and Borrowed of other People the Amount of One thousand and fifty Rupees Parchment Billetts and delivered to the Defendant which the Defendant received and promised to Return the same to this Repliyant in a few days that this Repliyant might Return them again to those from whom he borrowed. This Repliyant waited for the Space of two Months expecting that the Defendant would Return him the said Parchment Billetts but tendering the Defendant did not this Repliyant send his Conscopy called Comrah (who is remaining now with the Defendant since this Repliyant and the Defendant disagreed) to demand the Parchment Billetts which this Repliyant lent the Defendant in Answer to which the Defendant sent for the said Comrah that he had not Parchment Billetts by him and if this Repliyant Wanted the Value of them that is According to the Exchange he would

Replyant sent his Comaply to call the Defendant he sent for Answer that he would Come to this Replyant to Morrow instead of Which he went to Pondicherry to procure Parchment Billets which no body would take them and about a Week after the Defendant Came to this Replyant and said that he would Settle the Accounts in a few days and as to the Jewells belonging to this Replyant he could not deliver them to the Replyant as they were on another part of the Country so that the next day the Defendant went and Applied to Mr. John Whitehill who was then Resident at Cuddalore who Examined both the parties and ordered them to Settle it themselves whereupon this Replyant Applied to this Honble Court and after the Defendant had Appeared upon the Summons Found by this Honorable Court the Defendant Acquainting this Replyant that he had much Matter to Settle with this Replyant there appeared this Honorable Court and this Replyant before the Defendant whereupon the Honble Court he Came to this Replyants House with four Pondicherry Merchants earnestly Requesting of this Replyant not to Prosecute the Affair any further for that he the Defendant would Settle it in any manner this Replyant Should think Proper. 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

Edward Paine Attorney
for the Replyant

Read and Filed
the 13th October 1761

The Defendant

now and at all times hereafter saving and Reserving to himself all manner of Benefit and Advantage of exception to the many Errors and Imperfections and insufficiencies in the said Replication Contained saith that all and Singular the matters and things in the Defendants Answer are Certain true and Sufficient in the Law to be Replyed unto and this Defendant further Saith that he Defendant is Not indebted unto the Replyant in the Sum of two Hundred and fifty Rupees, or any other Sum whatever Notwithstanding the Replyants Declaration of this Defendants being indebted to him in that Sum, which assertion however this Defendant Cannot so Readily Aver

And to the Publication of Examinations
Lawry Complainant

Replyant sent his Conceyty to Call the Defendant he sent for Answer that he would Come to this Replyant But Morrow instead of Which he went to Pondichery to procure Pardavant Bills which no body would take them and about a Week after the Defendant Came to this Replyant and said that he would Settle the Accounts in a few days and as to the Jewells belonging to this Replyant he could not deliver them to this Replyant as they were in another part of the Country so that the next day the Defendant went and Applied to Mr. John Whitehill who was then Resident at Cuddalore who Examined both the parties and ordered them to Settle it themselves whereupon this Replyant Applied to this Honble Court and after this Defendant had Appear upon the Summons found by this Honorable Court the Defendant Acquainting this Replyant that he had much rather Settle with this Replyant than appear in this Honorable Court and the day before the Defendant was to appear in this Honble Court he Came to this Replyants House with four Pondicherry Merchants earnestly Requesting of this Replyant not to Prosecute the Affair any further for that he the Defendant would Settle it in any manner this Replyant should think Proper. 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

Edward Lane Attorney
for the Replyant

Read and Filed
the 13th October 1761

The Rejoinder of Sambanah Defend
-ant to the Replication of Ramasco
Lawry Complainant

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 and Imperfections and insufficiencies in the said Replication Contained saith that all and Singular the matters and things in this Defendants Answer are Certain true and Sufficient in the Law to be Replyed unto and this Defendant further saith that he Defendant is Not indebted unto the Replyant in the Sum of two Hundred and fifty Rupees, or any other Sum whatever Notwithstanding the Replyants Declaration of this Defendants being indebted to him that Sum, Which assertion however this Defendant Cannot so Readily Aver

And the Defendant procure such Bills the same to declare
Last ..... Do you Know or can you say any other matter or
thing Material for the Complainant in this Cause? Have set forth the same as you
Know or do believe together with your Reasons at Large .....

Archdale Palmer
Attorney for the Complainant

Mayor's Court at
Madraspatnam

Between Francisco Lamy Complainant
and Cunhanata Defendant

Depositions of Witnesses in this Cause taken by and before the Examiner of
this Court as follows
Cuddalore Cunnapah of Pondicherry Conceply Aged 24 Years or thereabouts
being Produced as a Witness in this Cause on the part of the Complainant was on
the 14th day of February 1762 sworn at the Office of Mr William Cranwell Attorney
for the Defendant by Cunnapah who left a Note of the Name Title and Place of
Abode of the said Cuddalore Cunnapah and Witnesses as the same Deponent 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 10 Years or thereabouts
2d ..... To the Second Interrogatory this Deponent saith that he Knows of three Bills borrowed
by the Defendant from his Master the Complainant About March or April 1760 the
first Bill for three Hundred and Odd Rupees was Returned soon After the other
two Bills was of 250 and 300 Rupees which he the Deponent does not know
what the Defendant did with or how they were paid by him, he does not know
of any Goods bought by the Defendant from the Companys Magazine at
Pondichery But moved south West to this or the Last Interrogatory

Henry Crawford Jun Esq.r

Cunnapah

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and
Examined on the part of the Complainant in a certain Cause wherein one Francisco Lamy of
Madraspatnam is Complainant and Cunhanata of the same Place Merchant Defendant

Imprimis ..... Do you Know the Parties Complainant and Defendant in
this

by the Defendant for such Goods If you in what manner or how was the value of such Bills Returned and Received at, and who Received the Payment for such Goods so sold at Outcry, What was the Amount of the Goods Purchased by the Defendant, and when or in what Year was such Purchase made as Also Payment for the Same? Do you or do you not Know of the Defendants Borrowing any Bills of any Person to pay for such Goods Purchased at Outcry as aforesaid, If yea of whom did he Borrow such Bills When, and what was the Sum mentioned in such Bills he so Borrowed, The whole Declare with the Reasons how you came by your Knowledge of the above matter

Last ..... Do you Know or can you Say any other matter or thing Material for the Complainant in this Cause If you set forth the same with your Reasons at Large?

Archdale Palmer
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Francisco Savary by his Attorney Mr Archdale Palmer Complainant and Sundreram Defendant

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

Jacob Demoual late of Pondecherry now Residing at St Thome a Native of France Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 6th day of February 1762 Sworn at the Office of Mr William Cranwell Attorney for the Defendant by Andrew Pitts who left a Note of the Name &c the time and place of Abode of the said Jacob Demoual 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 or thereabouts But has no knowledge of the Defendant

2d ..... To the Second Interrogatory this Deponent saith that he was at Pondecherry on the Occupations of Judge of the Police from the Year 1756 and Notary Publick from 1757 till the 1st of January 1760 when he quitted the Companys Service, That French Bills of Exchange were issued by the Government in Lieu of Money and that they were drawn out Always Rupee for Rupee, but Persons that took such Bills were sometime Necessitated to sell them for less than the real Value and that having resided at Pondecherry they could not escape the Knowledge of almost every Gentlemen Inhabitants of that Place And more saith not to this or the last Interrogatory

Demoual

Reasons (Crawford & Johnson)

Mayor's Court at Madraspatnam

Between Francisco Lavay Complainant and Thothevah Defendant

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

Joseph Vreeve late Inhabitant of Pondicherry Aged 42 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 6th day of February 1762 Sworn at the Office of Mr William Cranwell Attorney for the Defendant by Andrew Peter who left a Note of the Name Title and Place of Abode of the said Joseph Vreeve and afterwards on the same Day being Sworn and Examined deposeth as follows

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

6 ..... To the Sixth Interrogatory this Deponent saith that he did lend the Complainant some Pallicks amounting to 1800 Rupees on the Year 1759 That it was done on Condition that he would Return them in 20 Days and that if he should keep them beyond that time to pay them Ready Money That the Complainant kept the Pallicks three Months after which time he brought them back to the Deponent who refused to take and desired he would pay him Ready Money according to his Promise upon which a Dispute arose and the Deponent went and Complained to One Manuel Carvaino a Counsellor at Pondicherry who decided the Affair and Obliged the Complainant to Pay Ready Money to the Deponent And more saith not to this Interrogatory or the last

Henry Crawford Dpt Ex.

Joseph Vreeve

Mayor's Court at Madraspatnam

Between Francisco Lavay Complainant and Thothevah Defendant

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

Charlle Dwyt Blandeau a French man Inhabitant of Pondicherry Aged 23 Years or thereabouts being Produced as a Witness on this Cause on the part of the Complainant was on the 6th day of February 1762 Sworn at the Office of Mr William Cranwell Attorney for the Defendant by Andrew Peter who left a Note of the Name Title and Place of Abode of the said Charlle Dwyt Blandeau and afterwards on the same Day being Sworn and Examined Deposeth as follows

A ..... As the first Interrogatory this Deponent saith that he has no Manner of Knowledge of the

Defendant

on this Court as follows

Joseph de Cunha late of Pondicherry a Portuguese now Residing at St Thome Aged 26 Years or thereabouts being Produced as a Witness on this Cause on the part of the Complainant was on the 6th day of February 1762 sworn at the Office of Mr Williams Cranwell Attorney for the Defendant by Andrew Peter who left a Note of the Name Style and Place of Abode of the said Joseph de Cunha and Afterwards on the same Day being Sworn and Examined Deposeth as follows

K ..... To the first Interrogatory this Deponent saith that he has known the Complainant 17 Years and the Defendant 15 Years or thereabouts

7th
J ..... To the Seventh Interrogatory this Deponent saith that to his Knowledge the Defendant did buy Goods at Outery at Pondicherry Consisting of Silks Pistolls Gauls headed Canes Lumber and Planks and several other trifling things that the Defendant paid Parchment Bills for the Goods and that Monsieur Dornaval the Notary Publick received them, but the said Deponent does not know to what amount the said Goods came to that they were bought some time in the year 1759 and the Bills paid soon after, That the Deponent was Acquainted by the Complainant of the Defendant borrowing Parchment Billets of him to the Amount of 1050 Rupees to pay for the Goods he bought at Outery, That he the said Deponent going to the Defendants to ask for a piece of Chintz, which belonged to him the Defendant shewed him all the Goods he had lately bought in order to know if he would purchase any thing for Parchment Billets which he Refused; that going the Next day to pay a Visit to the Complainant he the Deponent was Asked by him if he would buy a Piece of Silk Worked for a Petticoat and acquainted him that the Piece was 200 Rupees of Billets the Deponent told him he would take it at the Common Exchange of Billets which was 18 Rupees & hundred and offered him 36 Rupees for the said Worked Silk, but the Complainant Refused his Offer and Acquainted him at the same time that the Defendant had borrowed 1050 Rupees of Bills of him at the Above mentioned Rate of 18 ₹ Cent and more saith not to this or the last Interrogatory

Henry Cranwell Esq. Joseph de Cunha
Jun. Ex.

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 one Francisco Lawry is Complainant and Sookeerah is Defendant

To all the Witnesses } 1st ..... Do you know the Parties Complainant and Defendant in this

Mayors Court
at
Madraspatnam

Tuesday the 18th day of May
Anno Domini 1762

L.S

Present

Johan Lewen Smith Esquire Mayor
Peter Marielle ——— Johan Debandine
Thomas Powney ——— Thomas Savage
Abraham Vanrone ——— Z. Jacks Esq
Aldermen

Mayors Court

Between Francisco Lawry of Madras Inhabitant Complainant and Parthuna of Fort Saint David Merchant Defendant

This Cause coming on to be heard and debated this day in the Presence of the Parties and of the Attornies on both Sides, On Reading the Complainants Bill with an Account Current Annexed, The Defendants Answer with an Account Current annexed The Replication, The Rejoinder, 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 Attornies and on due Consideration had thereon It Appearing to the Court that the Defendant did not Return the Parchment Billets which he had Borrowed from the Complainant within the time limited but did on the Contrary dispose of the same for their full Amount; This Court doth therefore think fit to Order and Decree and it is Accordingly Ordered and Decreed that the Defendant shall pay unto the Complainant the full Amount of the said Parchment Billets according to the Tenour of them together with the Interest that may be due thereon after the Rate of 12 ₰ Cent ₰ Annum that being the Customary Interest for Money at Pondicherry where the Affair was Transacted; that the Complainant shall pay unto the Defendant the Ballance of his Allegation with the Interest thereon after the Rate of 12 ₰ Cent ₰ Annum And that the Defendant shall deliver up to the Complainant the Jewells Mortgaged to him by the Complainant, And that the Defendant shall Pay all Costs of this Suit

Hall

that if he would let him have a Hundred Rupees out of one Thousand that he lent him some time since upon trust he would Purchase the Billetts and send it to him
And more saith not to this or the last Interrogatory

Henry Crawford Jab Ex

Mayors Court at Madraspatnam

Between Francisco Lawry by his Attorney Mr Archdale Palmer Complainant and Shubrah Defendant

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

De Silva late of Pondicherry a Frenchman now Residing at St Thome Aged 28 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 11th day of February 1762 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Andrew Teler who left a Note of the Name Title and Place of Abode of the said De Silva 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 but has known the Defendant 11 Years or thereabouts

2d ..... To the third Interrogatory this Deponent saith that in the Months of April and May 1760 the Current Exchange of Parchment Billets at Pondicherry was 17 Rupees a Hundred

4th ..... To the fourth and last Interrogatory this Deponent saith not to any particular Question Enquired of in this Interrogatory

Henry Crawford Jab Ex

De Silva

Mayors Court at Madraspatnam

Between Francisco Lawry by his Attorney Mr Archdale Palmer Complainant and Shubrah Defendant

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

Croyne a Frenchman late of Pondicherry now Residing at St Thome Aged 20 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 11th day of February 1762 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Andrew Teler who left a Note of the Name Title and place of Abode of the said Croyne and Afterwards on the same

Day

And Whereas your Orator hath often times and in a Civil manner demanded Payment of the said Sum of Three Hundred Nineteen Pagodas Fifteen Fanams and Sixty Cash of the said Gundaveddy Pallamboo But now so it is May it please this Honble Court the said Gundaveddy Pallamboo Contemptuously and Contemptuously 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 Agreable to Equity and good Conscience To the end Therefore that the said Gundaveddy Pallamboo may upon his Corporal Oath a true and Perfect Answer make to all and Singullar 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 Three Hundred Nineteen Pagodas Fifteen Fanams and Sixty Cash with all the Interest due thereon also all Costs of this Suit May it Please this Honble Court to Cause the Gundaveddy Pallamboo to be Subpenaed and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear at a certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this your Orator Bill of Complaint and further to stand to and Abide such Order and Decree thereon as to this Honble Court shall seem Meet

William Bishop
Attorney for the Complainant

A Translate as near as Can be taken from the Malabar Language by Comacopah Sworn Interpreter

First of February one Thousand seven Hundred and forty six Madras, I Mootapelly Son of Tendalour Vontapatty do hereby Acknowledge to have given a Mortgage Bond to Ragoor Chitty Son of Tandeoor Nana Chitty for my House Standing in Chandra Pettah Govinda Naigue Street another House Standing in Comacopah Naigue Street and another House Standing in the Black Town in Mushaveda Street with their Bills of Sale for One Thousand Pagodas Current of Madras payable on Demand with the Interest of Eight and a quarter p Cent p Annum Witness Sheva Changary Poty Nainea Chitty, Attorney by Chittapah

Signed Mootapellah

Said to be a true Translate from the Original by Comacopah Sworn Interpreter

Said to be a true Translation from the Original by Comacopah Sworn Interpreter

William Bishop Attorney for the Comp.

Mat Clarke Ex.

shall be put to make any other and further Answer thereto And Prays to be hence dismissed with his Reasonable Costs and Charges on this behalf most Wrongfully Sustained

Archdale Palmer
Attorney for the Defendant

Read and filed the 22d february 1763

The Joinder of John Parley of Madraspatnam Victualler Complainant to the Demurrer of Gundaveddy Pettamboo also of the same Place Merchant Defend.t

The said John Parley saith that Notwithstanding any thing alledged by the said Gundaveddy Pettamboo the said Bill ought not to be quashed for the many Trifling and Evasive Pleas made use of by the said Gundaveddy Pettamboo in order to set Aside the said John Parleys Demand and the said John Parley begs leave to Acquaint this Hon.ble Court that although the said Gundaveddy Pettamboo pretends on Reference to the Papers Annexed to the said John Parleys Bill of Complaint it doth Not appear that the matter thereof hath any Connection with the said Gundaveddy Pettamboo whose Name he Pretends is not once mentioned Nor that the said Gundaveddy Pettamboo is Sued as the Agent of any other Person that is Interested therein and the said John Parley further saith that the said Bill and the matters therein Contained are good and Sufficient in the Law for him the said John Parley to Maintain his Suit and that the Pleas made use of by the said Gundaveddy Pettamboo to this Honble Court are Evasive Pleas and not Sufficient in the Law to quash or set Aside the said John Parleys Bill in order to Illustrate and make obvious to this Honble Court the Just Demand of the said John Parley Bill He the said John Parley prays the Attention of this Honble Court to the Subsequent Circumstances and also to the Inspection of this Honble Court the Papers hereunto Annexed to this His Joinder to the Demurrer of the said Gundaveddy Pettamboo

The said John Parley saith that Mootapillah had a Dwelling House Situated in Chendra Folla in Goindapah Naicko Street which House was divided into two Tenements one Tenement was in Length one Hundred and twenty five feet and in Breadth twenty six feet the other Tenement was Also in Length one Hundred and twenty five feet And in Breadth twenty four feet which said Tenement each of them distinguished by Choultry Bills The former Tenement was Mortgaged by the said Mootapillah unto the Transferrer Ragoo Chitty with two other Dwelling Houses Situated in Different Streets for the Sum of One thousand Pagodas the latter Tenement was Mortgaged by the said Mootapillah unto Verroy Ragoo Chitty for

And lastly the said John Parley saith the Transferers Bill of Sale and Allegation annexed to the said John Parleys Bill He humbly hopes this Honble Court will Admits sufficient in Law to be Replyed unto by the said Gundaveddy Pellambee the Son and Heir at Law of the said Deceased Gundaveddy Devadrauda Chitty and therefore as the said Gundaveddy Pellambee hath make no Answer thereto the said John Parley prays Judgment and that his Damages Occasion'd by the Premises may be Awarded to him —

William Bishop
Attorney for the Complainant

I Ragoa Chitty of Madrapatnam Merchant do hereby for myself my Heirs Executors Administrators and Assigns Transfer Assigne and make over unto John Parley of Madras aforesaid Victualler His Heirs Executors Administrators and Assigns all my Right and Title to the Arrears of Rent due to me by Assignment of Pendaloo Mookapettah By Gundaveddy Pellambee for Dwelling and Occupying a Certain House and Ground Situated Standing and being at Pedda Naigues Pettah Goudah Street at the Sum of Five Pagodas p Month from the 1st day of October Anno Domini 1757 to the 25th day of January Anno Domini 1763 being the term of five Years three Months and twenty Six Days amounting to the Sum of Three Hundred Nineteen Pagodas Thirteen Fanams and Sixty Cash for his Interest Note of hand of this days Date for the Said Sum of Three Hundred Nineteen Pagodas Thirteen Fanams and Sixty Cash Payable unto me on or before the thirty first day of July Next ensuing the date hereof Witness my Hand at Madras Aforesaid the twenty second day of January In the Year of Our Lord One thousand seven Hundred and Sixty three —

Witnesses
Moodue
Chocanan

Signed
Ragoa Chitty of Pondavada

Extract from the Minutes of the Mayor's Court held on Tuesday the 16th Day of December Anno Domini 1755

Petition of Pandavore Ragoo Chitty with a Mortgage Bond Annexed Read and filed —

Petition of Vany Virago Chitty read A Second time, Both of the Abovementioned Petitioners having produced Mortgage Bonds on the House in dispute and it likewise Appearing that the Sheriff has Affixed his Seals on the said House by Virtue of A Warant of Sequestration Granted the 13th day of May at the

Seals

annexed, the Demurrer, the Joinder, with a Copy of a Transfer and Extract from the Minutes of Court annexed On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon The Court being of Opinion that the Complainants Bill of Complaint is Insufficient for the defendant to Make an Answer thereto This Court doth therefore think fit to Order and Decree and it is Accordingly Order and Decree that the Demurrer of the Defendant shall be Received and that the Complainants Bill shall stand dismissed with Costs

Errr

Read and Filed
16th November 1762

To the Honble the Mayors Court
at Madrasprabuam

Humbly Complaining Sheweth unto this Honble Court your Orator Samas Hay of Madras Merchant that Whereas Chooley Thashiah, Buggaburom Moodu Chitty Madonaycommon Arnogapilla, Chinna Chitty and Murry Venou Chitty of Madras Merchant stand indebted to your Orator in the Sum of One Thousand and Thirty Pagodas making in Sterling Money of Great Brittain at the Rate of Eight Shillings for every Pagoda four Hundred and twelve Pounds or thereabouts all which will more fully appear upon Reference to a Bond Ready to be Produced when Required by this Honble Court and Whereas your Orator has frequently and in an Amicable manner Requested Payment of the said Sum

But now so it is May it Please this Honble Court the said Chooley Thashiah Buggaburom Moodu Chitty Madonaycommon Arnogapilla Chinna Chitty and Venou Chitty Obstinately and Wilfully Refuses your Orator any manner of Satisfaction Touching the Premises your Orator therefore prays a General Relief such as to this Honble Court Shall appear Agreable to Equity and good Conscience To the end therefore that the said Chooley Thashiah, Buggaburom Moodu Chitty Nadonycommon Arnogapellah Chinna Chitty and Murry Venou Chitty may upon their Corporal Oaths a true and perfect Answer make to all and Singular the matters and things herein before Alledged and Set forth as 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 Thirty Pagodas together with all such Interest as Now is or hereafter shall become due thereon untill full Payment is made also all Costs of this Suit

May

1163

1163

together with all such Interest as now is or hereafter shall become due thereon untill full Payment is made according to the Tenour of the Obligation sued for also all Costs of this Suit

Ppr Cur

To the Hönble the Mayor &
Court at Madraspatnam

Read and filed
17th May 1763

Humbly Complaineing Sheweth unto this Hönble Court your Orator Charles Smith of Madras Merchant that Whereas Coobar Dass of Madras Merchant Stands Indebted to your Orator in the Sume of three thousand Pagodas making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda One thousand two Hundred Pounds as will more fully Appear upon an Obligation Ready to be Produced And Whereas your Orator hath frequently and in an Amicable Manner demanded Payment But now so it is May it please this Hönble Court the said Coobar doth obstinately and Wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a general Relief such as to this Hönble Court shall appear Agreable to equity and good Conscience To the End Therefore that the said Coobar doth may upon his Corporal Oath true and Perfect Answer make to all and Singular the matters and things herein before alledged and setforth as truly fully and Effectually to all intents and Purposes as if the same was here again Repeated and Interrogated and to Decree to pay unto your Orator the said Sum of three thousand Pagodas together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

May it Please this Hönble Court to cause the said Coobar dass 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 Hönble Court Limited and appointed 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 Hönble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

on Conjuction with one Mootial Deceased of a Certain House and Materials which stands Southward to Mannaweauburum Mootie Chitty as well more fully and at Large appear to this Honble Court on Reference to the Translate of this Obligation and transfer of the same of Tegu Teagapah Chitty at the foot thereof on the other side for the inspection of this Honble Court as also a House Bill of Sale ready to be produced when Required and which your Orator Prays may be Admitted as part of this your Orators Bill of Complaint And Whereas your Orator hath often times and in Amicable manner demanded payment of the said Sum of One hundred and fifty Pagodas from the said Goorova Ballan Balaven so it is May it Please this Honble Court the said Goroova Baten obstinately and Wilfully 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 Agreable to equity and good Conscience To the End therefore that the said Goroova Baten may upon his Corporal Oath a true and Perfect Answer make to all and Singular the matters and things herein before set forth and alledged as fully truly and effectually to all intents and Purposes as if the same were here again Repeated and Interrogated and he Decreed to Pay unto your Orator the said Sum of One Hundred and fifty Pagodas also all Such Interest as now is or shall become due thereon also all Costs of this Suit May it Please this Honorable Court to Cause the said Goroova Baten to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and districts thereof Personally to be and appear at a certain time and Place to be by this Honble Court Ryxed and appointed then and there and there to Answer this your Orators Bill of Complaint and further to Stand to and Abide such Order and Decree therein as to this Honble Court shall Seem Meet

William Bolton
Attorney for the Complainant

Madras 12 December A. 1759

We Mootial the Son of Angadea Perea Mootial and Goorova Baten the Son of Perea Mootaumbrum do hereby acknowledge to have Given this our Mortgage Obligation to Tegue Teagapah Chitty this Day Have Mortgaged my House and Materials which stand Southward to Mannaweauburum Moola Chitty for the Sum of Two Hundred and Sixty Star Pagodas Currency of Madras Payable on Demand with the Interest at the Rate of Nine p Cent per Annum drawn by Reckakshon

Signed

Witness
Samiapen
Yaubaumbrum

Angorde Mootial
Angorde Goroova Baten

Said to be a true Translation as Near Mofan be taken from the Mallabar Language by Comaraptah Swan Interpreter William Bishop

Filed the 11th December 1789

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To the Honble the Mayor Court
at Madras pattanam

Humbly Complaineth Shewith unto this Honble Court your
Orator Ingell Canon the Cast of Gulgee of this place Minor only Son and Heir of
Ismael Canon dced by his Father Tony or best friend Sabavencatakrishnama
Chetty that Whereas Manoel Leal of this place Writer hath Obtained Decree from this
Honble Court on a Pretended Mortgage of two Houses made to him by Cannah Bibbee
also of Madras Inhabitant for the Sum of Five Hundred Pagodas the one of which
said House mentioned in the Mortgaged Obligation which is annexed to the Bill
of Complaint delivered into this Court by the said Manoel Leal against the said
well Conveyed that the said Cannah Bibbee had No manner of Right to Mortgage
the same and your Orator prays Leave to acquaint this Honble Court that the
other was the Property of your Orators Father Ismael Canon Deceased and Consequently
devolves to your Orator as only Son and Heir to the Deceased and therefore the said
Cannah Bibbee had No manner of Right or Title to Mortgage the same Your Orator
further begs Leave to acquaint this Honble Court that it is Now four Years or
thereabouts since Your Orators Father went to Bengall and Contracted Several
Debts before his Departure from this place which Appears by the Creditors Bills
which said Debts your Orator thinks himself obliged to discharge as far as his
Effects will go and your Orator further Sheweth that your Orators Brother
Ybrahim Canon received the Rent of the said House and was in quiet and Peaceable
Possession of the same untill his Death which is now two years or thereabouts
since which time your Orator has enjoyed the said House and the Rent
thereof your Orators Fathers Creditors have Received with the Consent of your
Orator Your Orator therefore Prays Leave to acquaint this Honble Court that he
has applied to the said Manoel Leal to give up the said Mortgage obligation
Relating to your Orators House as the said Cannah Bibbee had no manner
of Right or Title to Mortgage the same

But now so it is May it Please this Honble
Court the said Manoel Leal Obstinately and Wilfully 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 Agreable
to equity & Conscience to the End therefore that he the said Manoel Leal
may upon his Corporal Oath true and Perfect Answer make to all
and Singular the matters and things herein before alledged and set forth
as truly fully and Effectually to all Intents and Purposes as if the same
were

Years ago this Defendant having occasion to rent a House he applyed himself to one Elizabeth Rhino who spoke to the said Cunnah Bibbee a Moor Woman on her Neighbourhood whereupon the said Cunnah Bibbee Agreed to let one of her Houses to this Defendant at the Rate of three Pagodas by the Month provided this Defendant would Advance the Sum of thirty Pagodas and Repair the said House the Expence of which Repairs were to be deducted from the Rent This Defendant being in the utmost distress for a House was obliged to Comply with the Demand of the said Cunnah Bibbee and Rented the said House upon the aforementioned Conditions and the refitting of the said House amounted to the Sum of Seventeen Pagodas twenty two fanams and Sixty Cash besides which said Sum this Defendant during the time he rented the said House advanced the said Cunnah Bibbee several Sums account the Rent of the said House and discharged the Rental Generals Rates for April Rent of the said House sometime being Elapsed after this Defendant had rented the said House in manner aforesaid of the said Cunna Bibbee when the said Cunnah Bibbe Requested this Defendant would Assist her with the Loan of two Hundred Pagodas as she had another House which was Mortgaged to a Gurera Woman in Answer to which this Defendant told the said Cunnah Bibbee that he would give her an Answer in a Weeks time during which Interval this Defendant sent for Mahomed Cawn and Saul Cawn two old Inhabitants in the Neighbourhood of the said Cunnah Bibbee who informed this Defendant that the said Cunnah Bibbee was the Widow and sole Heriss of the said Ismael Cawn deceased and that they were always ready to make Oath thereof before any Court of Judicature upon the Strength of this and other proof this Defendant was induced to comply with the said Cunnah Bibbees Request and lent her the Sum of Two Hundred Pagodas who by Way of Security for the Repayment of the said Sum of Two Hundred Pagodas Mortgaged the Bill of Sale of the said House and some short time after the said Cunnah Bibbe Represented to this Defendant that she was in want of a further Sum of Money as her Jewels were pledged this Defendant accordingly lent her the further Sum of Three Hundred Pagodas more to the said Cunnah Bibbee this Defendant having first Carried his Servant named Mandalla Pennaul to set a proper valuation on the said Houses which then appeared to be worth about One thousand Pagodas the Mortgage Bond being drawn out this Defendant in order to Strengthen the said Mortgage requested the said Mahomed Cawn to sign as Witness thereto which he Accordingly Did and at this same time this Defendant enquired for the Above said Saul Cawn to Subscribe as Another Witness to the said Mortgage Obligation but was informed that the said Saul Cawn was gone into the Country Now this Defendant begs leave to represent this Honble Court that he is informed that the said Ismael Cawn the Husband to the said Cunnah Bibbee departed

This

to Mortgage the same and if He has lent the said Cannah Bibbee the Sum of three Hundred Pagodas upon Mortgage of the said Premises He must Recover the same from the Person whom he lent the said Money to or from whom he Loan for this Replyant Cannot Conceive that he is to be any ways accountable for the Actions of another Person to be a Sufferer thereby as to what the Defendant sets forth in his Answer that the Creditors of Ismael Cawn if he had any would have applied to the said Cannah Bibbee and Not have Permitted her to Mortgage the Effects of the Deceased, The Creditors to the said Estate are very well Convinced the little Authority they had or have to apply to Cannah Bibbee for the Debts which Ismael Cawn Contracted with them before his Death being very well Assured that she is Not the Heiress to the said Estate of the said Deceased as this Replyant Brother Abraham Cawn enjoyed the said Premises during his Life time which was two Years or thereabouts after the Death of this Replyants Father since which time this Replyant has enjoyed the said Premises and with his own Consent hath Satisfied the Creditors with the Rent thereof as already set forth in this Replyants Bill of Complaint and this Replyant far from allowing Cannah Bibbee to Mortgage the said Premises did not know that she had so done untill the Defendant filled a Bill of Complaint in this Honble Court against the said Cannah Bibbee touching the Premises this Replyant Cannot Conceive how the Defendant could Lend any Sum of Money upon the Mortgage of a House and Not Receive a Bill of Sale for the same as the Defendant has not Produced one in this Honble Court this Replyant cannot help making some Remarks to this Honble Court on the Defendants saying that Sana Veerala Krishnama Chetter this Replyants Fathers Aunt has produced an Infant as a Heiress in order to gett the Mortgaged Premises in his Possession Now this Replyant is in No manner of Doubt but he will be able to Convince this Honble Court of the Little Reason for that Assertion of the Defendants by Proving that this Replyant is the lawfull Son and Heir of Ismael Cawn and Consequently his Estate must Devolve to this Replyant — 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 hath already Prayed —

P. F. Greenslade

Attorney for the Replyant —

And

or the Creditors of the said Ismael Cawn having come Knowledge thereof This Defendant denies that he lent his Money to the said Cunnah Bibbee without taking the Bill of Sale of the said House as it is very Notorious that the Bill of Sale of the Mortgaged Premises was delivered to this Defendant on the Premises being Mortgaged to this Defendant which said Bill of Sale was produced to one Mr. Archdale Palmer an Attorney of this Honble Court Employed by the said Cunnah Bibbee to Confess Judgment for her in this Honble Court before the Commencement of the Present Suit This Defendant further says that the Creditors of the said Ismael Cawn if there are any ought to Apply themselves to the Wife and Heirs of the said Ismael Cawn Deceased as the said Ismael Cawn Departed this Life at Calcutta about five Years ago from which time to the Commencement of the Present Suit it appears that the said Cunnah Bibbee as Heirs of the said Deceased Ismael Cawn enjoyed the Effects of her said Deceased Husband Ismael Cawn by having the Bill of Sale of the said House in her Possession Until she Mortgaged the same to this Defendant as also by other Circumstances taken Notice of by this Defendant in the Proceedings of this Suit And this Defendant further says that since the Replication was filed in this Honble Court he has got a Paper writing from the said Cunnah Bibbee Importing the Last Will and Testament of the said Ismael Cawn which the said Ismael Cawn Deceased befor his Departure for Bengal gave the said Cunnah Bibbee wherein he empowers her to sell all his Houses and three Pieces of Ground for her own Account Except the one he gave to his Sister and Brother at Pellicat which he leaves as an Act of Charity and does also Acknowledge that he was indebted to his Wife the said Cunnah Bibbee Eight Thousand Rupees for which he Gave her the said Houses and three Pieces of Ground And this Defendant further saith that if the Respondent has any Just Claim it must be on the said Cunnah Bibbee who took Charge of the Effects of the said Deceased Ismael Cawn ——

All which Matters and Things this Defendt is Ready to Aver Maintain and Prove as this Honble Court shall direct and humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained ——

John Palmer
Attorney for the Defendant

now Dead, Kyou whole of them by Name is Dead and how came you to Know of his Decease the whole Declare with your Reasons at large or ——

To all the Witnesses Last ..... Do You Know or Can you Say any other Matter Thing Material for the Complainant in this Cause If Yea set forth the same as you Know have heard or Do believe together with your Reasons at large ——

Archdale Palmer
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Pagell Cauve by his Brother Amy Sana Mavana Chitty Complainant and Manuel Leal Defendant

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

Abdullah Azes of Madras Merchant Aged 60 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 11th day of August 1760 Sworn at the Office of Mr Colin Palmer Attorney for the Defendant by Equacapah who left a Note of the Name Title and Place of Abode of the said Abdullah Azes 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 or thereabouts but has no Knowledge of the Defendant

2 ..... To the Second Interrogatory this Deponent saith that he Has known Ismael Cauvn of Madras Merchant deceased and was Resident with him many Years and saith that the said Ismael Cauvn had at the time of his Death by Mathavanny one Son whose Name was Phasel Cauvn and that he is still Living and further saith that according to the Laws and Customs of the said Ismael Cauvn Cast the said Phasel Cauvn is Now Reputed and Esteemed the Heir of the said Ismael Cauvn deceased And saith that he this Deponent knows several Creditors of the Deceased Ismael Cauvn and saith that Phasel Cauvn is Authorized and is the Proper Person to whom the said Creditors should apply for Payment and further saith that he this deponent Cannot tell how Much the said Estate is Indebted and more saith Not to this Interrogatory ——

3 ..... To the Seventh and last Interrogatory this Deponent saith Not to any Particular Question Enquired off in this Interrogatory ——

Abdullah Azes

Mad Clarke

the 11th day of August 1760 thereon at the Office of Mr. John Palmer Attorney for the Defendant by Conacapah who left a note of the Name Title and Place of abode of the said Hussain Cawn and afterwards on the same Day being Sworn and Examined deposeth as follows

R.....To the first Interrogatory this Deponent saith that he has Known the Complainant 10 Years and the Defendant 2 Years or thereabouts

D.

2.....To the Second Interrogatory this Deponent saith that he was acquainted with Ismael Cawn of Madras Merchant Deceased for ten Years and saith that at the time of his death he had one Son by Mathammony whose Name was Phasell Cawn and that he is still Living and saith that according to the Laws and Customs of the said Ismael Cawn's Cast the said Phasell Cawn is the Heir of the said Ismael Cawn Deceased and further this Deponent saith that he knows several Creditors of the Deceased Ismael Cawn and that the said Phasell Cawn is authorized and is the Proper Person to whom the said Creditors should apply for Payment and further this Deponent saith that he Imagines the said Estate is Indebted one thousand five Hundred Pagodas and more saith Not to any Particular Question enquired of on this or the last Interrogatory.

Mark Clarke
Examiner

The mark of # Hussain Cawn

Mayor's Court at Madrasapatnam

Between Fazell Cawn by his Peacheen Anny Seena Rawanapa Chittee Complainant & Manuel Sant Defend.t

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

Thistnapullah of Madras Conicoply Aged 37 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant sworn on the 11th day of August 1760 thereon at the Office of Mr. John Palmer Attorney for the Defendant by Conacapah who left a Note of the Name Title and Place of Abode of the said Thistnapullah and afterwards on the same Day being Sworn and Examined Deposeth as follows

R.....To the first Interrogatory this Deponent saith that he has known the Complainant from his Infancy but has No knowledge of the Defendant

Q.

2.....To the Second Interrogatory this Deponent saith that he knows Ismael.

D
5 Ditto ..... To the Third Interrogatory this Deponent saith that he knows and was acquainted with Ismael Cauvh deceased but is not acquainted with the Hand Writing of the said Deceased and further saith that he does not know the Codjain Obligation N°1 & 2 now shewn to him as he this Deponent can neither write nor Read And more this Deponent saith not to this Interrogatory

6
7 ..... To the Seventh and Last Interrogatory this Deponent saith Not to any Particular Question enquired off in this Interrogatory

Mat Clarke
Examiner

The mark of ☓ Mariallee Dasha

Mayors Court at Madraspatnam

Between Farell Caven by his Prochein Ami Sana Ravanapa Chitty Complainant and Manuel Leal Defendant

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

Annande Chittee 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 25 Day of August 1760 shewn at the Office of Mr John Palmer Attorney for the Defendant by Canarapah who left a Note of the Name Title and Place of Abode of the said Annanda 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 no Knowledge of the Parties Complainant and Defendant in this Cause

2 ..... To the third Interrogatory this Deponent saith that he was Acquainted with Ismael Caven Deceased as also to the Hand Writing as he has seen him Sign his Name and saith that the Codjain Obligation now shewn to him N°1 was Signed and Executed by the said Ismael Caven in his this Deponents Presence and More saith Not to any Particular Question enquired off in this or the last Interrogatory

Mat Clarke
Examiner

Annanda Chitty

Mayors Court at Madraspatnam

Between Farell Caven by his Prochein Ami Sana Rava-napah Chitty Complainant and Manuel Leal Defendant

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

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 Fazell Cawn by his Brother in Law Sarna Ravanapah Chitty is Complainant and Manuel Saal of Madras Merchant Defendant

1st Interrogatory ..... Do you Know the parties Complainant and Defendant to this Cause to the Witness in this Cause or either of them, If Yea how long have you so Known them or either of them Declare

2d ..... Did you Know or were you Acquainted with Ismael Cawn late of Madras Merchant Deceased If Yea how long were you so acquainted with the said Ismael Cawn Deceased do you Know of the said Ismael Cawn's departure for Bengal If Yea when or how long ago was it Did or Not the said Ismael Cawn at his departure for Bengal name any One his Heir or Heirs in case of his Decease If Yea who was it he so named what was his or their Names is or is Not any of the said Ismael Cawns Heirs now Deceased If Yea who or which of them and who is Now Reputed or Esteemed the Heir of the said Ismael Cawn Deceased

To all the Witness's ... Last ..... Do you know or can you say any other matter or thing material for the Complainant in this Cause If Yea Declare the same

Archdale Palmer
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Fazell Cawn by his Brother in Law Sarna Ravana pa Chitty Complainant and Manuel Saal Defendant

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

Anayaboy of Madras Merchant Aged 37 Years or thereabouts being Produced a Witness in this Cause on the part of the Complainant was on the 25th day Day of August 1760 sworn at the Office of Mr John Palmer Attorney for the Defendant by Comaraja who left a Note of the Name Title and Place of Abode of the said Anayaboy and afterwards on the same Day being Sworn and Examined deposeth as follows

To the ..... to the first Interrogatory this Deponent saith that he did know Ismael Cawn Deceased and was acquainted with him twenty Years and that he knows of his departure for Bengal that it was about five Years Past and saith that he does Not know whether the said Ismael Cawn did at his departure for Bengal

on this Court as follows

Maaks Thunda of Madras Merchant Aged 68 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 25th day of August 1760 Sworn at the Office of Mr John Palmer Attorney for the Defendant by Commanpah who left a Note of the Name Title and Place of Abode of the said Maaks Thunda and afterwards on the same Day being Sworn and Examined Deposeth as follows

A.....To the first Interrogatory this Deponent saith that he has Known the Complainant from his Infancy that he is no Kinsman to the Defendant

B.....To the second Interrogatory this Deponent saith that he did Know Ismael Cawn deceased and was Acquainted with three Children Two Sons and one Daughter and saith that the said Ismael Cawn took his departure for Bengal about five Years past and that he Named his Sons his Heirs in case of his Decease that their Names were Ibrahim Cawn and Hazell Cawn and saith that the said Ibrahim Cawn is since Dead and that the said Hazell Cawn is Esteemed and Reputed the Heir of the said Ismael Cawn deceased And more saith Not to this or the last Interrogatory

Mat Clarke
Examiner

Maaks Thunda

Mayor's Court at
Madraspatanam

Between Hazell Cawn by his Brother and Next Friend Mahomed Cassim Complainant and Manuel Said Defendant

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

Mahomed Meruth of Madras Merchant Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 25th day of August 1760 Sworn at the Office of Mr John Palmer Attorney for the Defendant by Commanpah who left a Note of the Name Title and Place of Abode of the said Mahomed Meruth and afterwards the same Day being Sworn and Examined deposeth as follows

A.....To the first Interrogatory this Deponent saith that he has Known the Complainant from his Infancy but has no Knowledge of the Defendant

B.....To the second Interrogatory this Deponent saith that he was Acquainted with Ismael Cawn deceased twenty five Years and that he Knows of the said Ismael Cawns departure for Bengal that it was about five Years past and saith that the said Ismael Cawn did Not at his departure for Bengal name any one his Heir in case of his Death but saith that Agreeable to the Laws of this Cast his Sons are his Heirs that their Names are Ibrahim Cawn and Hazell Cawn

A True Translation from the Original as Near as Can be by Canacapa Sworn Interpreter
Fort St George 16th April 1760

D Greenslade
Attorney for the Complainant

Translate of an Obligation given by Ennael Canon to Nannamahara Venkatachellum Chitty

Dated
This 21st day of June 1755 I Ennael Canon of Gulzee Adsendedge
do Acknowledge to Receive of him the Sum of Thirty Pagodas and a half Current of Madras
Payable on Demand at the Rate of 9 p Cent p Annum

Witness
Pannichavanam Venkat Chitter
Nannallee Dasha Chitter

Ennael Canon

A True Translation from the Original as Near as Can be by Canacapa Sworn Interpreter
Fort St George 16th April 1760

D Greenslade
Attorney for the Complainant

Translate of an Obligation given by Ennael Canon to Annamalee Mootiah & Seppa Mudaliar Chitty

Dated First Day of April 1754 I Ennael Canon of Gulzee Son of Mootia Canon
do Acknowledge to give Obligation to Annadie Mootiah and Seppa Mudaliar Chitty
on Account of three Emeralds Weighing Eighty four and a quarter Ratties
in Value 310 Pa 23 Fa 8 Fa Payable in 6 Months or Default of which I Promise
to Pay Interest thereon at the Rate of 9 p Cent p Annum and Payable
on Demand

Ennael Canon

Witness
Dasha Chitty
Sunandah Chitty

Drawn by Moodo Surgee Sunnere

A True Translation from the Original as Near as Can be by Canacapa Sworn Interpreter
Fort St George 16th day of April 1760

D Greenslade
Attorney for the Complainant

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Taupa Cacha Vencatty Narrain
Swamidoo Mattoo
Nauger Chetto Mattoo
Gundaveddy Vencatty Ram
Rauzee Cotta Ruppa

A true Translation from the Original as Near as Can be by Canacapatty Swamy Interpreter

for 5th George 6th April 1760

P. Kyrenstede
Attorney for the Complainants

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Defendants in a Certain Cause wherein Taupa Cacha Vencatty Narrain Chetto Complainant and Manoel Seal &c Defendants

To all the Witnesses 1st ..... Do you Know the parties Complainant and Defendant in this Cause if you Know any have you seen them or either and which of them Declare?

Mahomed Saroo 2d ..... Did the Defendant or did he Not mention any thing to you Saul Canoo touching the Mortgage of any House or Houses if so what House or whose House or Houses and what Answer did you give them touching such House or Houses the whole discourse that passed between you and the Defendant thereon as of particularly Interrogated to the best of your Knowledge and belief Declare?

Gooracka Jacob 3d ..... Did you or did you Not ever Exhibit any Bill of Complaint against one Cannack Rubber in the Worship the Mayors Court if you how long ago and on what Account and what was the Result thereof Declare?

Ditto 4th ..... Do you Know or do you not Know if one Naggapah Chetto some time past Purchased any Piece of Ground of Sea of whom what Piece of Ground to whom did the said piece of Ground formerly belong where is the said piece of Ground situated Was it or was it not belonging to any House before it was Purchased if so what House and whose Property is the said House to the best of your Knowledge and belief Declare?

To all the Witnesses 5th ..... Do you Know or can you say any other matter or thing material for the Defendant in this Cause if so Declare the same do you Know have heard or do believe with the Reasons of such your Knowledge and belief?

John Palmer
Attorney for the Defendants

or did you not know one Ebrahim Cawn of Yea he or did he not transact any Affairs of the said deceased Ismael Cawn if Yea what Affairs and by what Authority or by what directions did he so transact them, Who was the father of the said Ebrahim Cawn Was or was not such Person or Married to his Mother or what was his Mother to the best of your Knowledge and belief Declare?

2d Do ..... Do you Know or do you not Know who takes Charge of the Effects of the Husband after his Death when his Children are under Age if Yea is it or is it not agreable to the Moors Custom that such Person should take Charge thereof or is Not such Person Guardean to the Children tillthey come of Age and at what Age do Children act for themselves to the best of your Knowledge and belief Declare?

Ditto .... 4th ..... Do you Know or do you not Know one Cunnachi Bobbee if Yea was she ever married and to whom Declare?

Mandella Formal 5th ..... Do you Know or do you not Know of the Defendant ever Rented a House of any Person if yea what Person and what is her name whose House was it some time Past and who Received the Rent thereof how long ago if it since he rented the said House and how often did such Person Receive the Rent Was or was not the said House Repaired during the time the Defendant lived therein if Yea who Repaired it and by whose direction was it Repaired and in what manner were such Repairs to be accounted for and who paid the Rental General Rates to the best of your Knowledge and belief Declare?

Eighth Interrogatory ..... Do you Know or can you say any other matter or thing material for the Defendant if Yea declare the same & you Know have heard or do believe with Reasons of such your Knowledge and belief

John Pepper
Attorney for the Defendant

Mayor's Court at Madrasapatnam

Between Mazell Cawn by his Brother Ameer Sana Vencata Subbanna Chetty Complainant and Manoel Seal Defendant

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

Mahomed Cawn of Madras Doctor of Physick aged 63 Years or thereabouts being Produced as a Witness on this Cause on the part of the Defendant was on the 27th Day of July 1760 sworn at the Office of Mr Hookdale Palmer Attorney for the Complainant by Comaraputchy who left a Note of the Name Stile and place of Abode of the said Mahomed Cawn and Afterwards on the same day being sworn and Examined deposeth as follows

2 ..... Sworne this 3d January and the Defendant Examined Severall

To the second Interrogatory this Deponent saith that to his Knowledge Cannah Bibbee Wife of Daniel Caven took the Charge of his Effects after his death that she transacted and does now transact the Affairs of the said Deceased as his Widow and this Deponent saith that he did Know Abraham Caven and that he transacted some Affairs of the deceased Daniel Caven, that he sold a Piece of Ground by the Authority and direction of the said Cannah Bibbee and further saith that Daniel Caven was the Father of Abraham Caven but that he was not Married to his Mother as she was his Slave and further saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith that he knows Who took Charge of the Effects of the Husband after his death when his Children are under Age that it is the Wife which is agreeable to the Usage Custome of the Gentues and further saith that the Widow is Guardian to the Children untill they came of Age and that Children do not for themselves at the Age of twenty Years and more saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that he Knows one Cannah Bibbee that she was Married to Daniel Caven and further saith not to any particular Question enquired off in this or the last Interrogatory

Mat Clarke

Examiner

Caniader Caven

Mayors Court at Madrasapatanam

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

Between Lazell Canna Sophia Doctor Canna Veeraty Subrama Chetty Complainant and Manuel Lead Defendant

Mahomed Caven 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 29th day of July 1760 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Annazapa who left a Note of the Name Title and Place of Abode of the said Mahomed Caven 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 from his Infancy and the Defendant 2 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith that to his Knowledge Canna Bibbee Wife to Daniel Caven took Charge of his Effects after his death and that she transacted and does now transact the Affairs of the Deceased as his Widow and saith that he this Deponent did Know Abraham Caven that he did transact some Affairs of the deceased Daniel Caven that he paid and Received Money on his Account by the Authority and direction of the said Cannah Bibbee And this Deponent further

Defendant should Lodge out of the Court the Amount of such Deposit and further that the Deponent saith that the Defendant past the Postal Generale Order and more saith not to the Interrogatory

6th ..... To the sixth and last Interrogatory the Deponent saith that to his Knowledge the said Ramen Pillay borrowed Money several times of the Defendant and more saith not to any Particular question required of in the Interrogatory

Sworn to at Madras
the 2nd day of May
1844 before me
H. D. Clarke
Register

The mark of ✕ Muvadela Permal

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 Kapell Ramen by his Trustees Anny Sama Ravanayah Krishnama Chitty is Complainant and Manuel Leal 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 and which of them Declare

To Matters of Fact

2nd ..... Were you or Was you not ever Acquainted with or known one Ismael Marcal Deceased If Yea how long — Had you or had you not ever any and what Demand upon the said Ismael Deceased Estate If yea or is not the same Discharged and when was it Discharged Declare?

To all the Matters

3rd ..... 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 Shall have heard or do believe with the Reasons of such your Knowledge and belief

John Palmer
Attorney for the Defendant

Madras Court at Madrasapatanam

Between Kapell Ramen by his Trustees Anne Sama Ravanayah Chitty Complainant and Manuel Leal Defendant

Depositions of Witnesses in this Cause taken by me before the Examiner in Chancery as follows

1st Witness Narrative Pastor of Madras Broker Aged 40 Years a Witness being produced as a Witness in this Cause on the part of the Defendant was on the 25 day of August 1844 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Commissary who left a Note of the Name Title and Place of Abode of the said Narrative Pastor and afterwards on the same Day being sworn and Examined deposeth as Follows

The Interrogatories of Witnesses being in Court Mr Archdale Palmer Attorney for the Complainant prays that the following Interrogatories may be Administered to Camjee Merahim and Hussain Cassim Allizee and that they may be examined apart

Interrogatories to be Administered to Camjee Merahim and Hussain Cassim Allizee

1st.....Do you Know the Writing now shewn you? If you subscribed? did you Sign and Seal the Same? If yes how long since? what year Month day and Hour? at whose House was it? who were present when you Signed and Sealed the same? Did any other Person or Persons Sign and Seal in your Presence?

2.....How long was you Acquainted with Esmael Cassim Deceased

Camjee Merahim being Produced deposes as follows

To the first Interrogatory this Deponent saith that he Knows the writing now shewn him, that it is the Will of Esmael Cassim deceased and that Esmael Cassim did tell this Deponent that it was his Will and that he this Deponent signed and Sealed it, that it was about Four Years since Just before Esmael Cassims departure for Bengall that he this Deponent does not remember the exact year Month and Day but that it was about four or five o'Clock in the Afternoon that it was at Esmael Cassims House, that Esmael Cassim, Hussain Cassim Allizee, Mahomed Cassim and Abdullah Cassim were present when this Deponent signed and Sealed the same, that Hussain Cassim Allizee and Abdullah Cassim signed it in this Deponents Presence

To the second Interrogatory this Deponent saith that he knew Esmael Cassim from his Infancy

Hussain Cassim Allizee being Produced and deposes as Follows

To the first Interrogatory this Deponent saith that the Paper now shewn him is the Will of Esmael Cassim deceased, that Esmael Cassim directed this Deponent to sign it and give it to Cassim Bibee, that this Deponent did Sign and Seal it, that it is about 5 Years since, that he cannot Remember the exact year Month and Day, But that it was about Four o'Clock in the Afternoon, that it was at Esmael Cassims House and that Esmael Cassim, Abdullah Cassim and Camjee Merahim were present when this Deponent Signed and Sealed the same and that Abdullah Cassim and Camjee Merahim signed it in this Deponents Presence

To the second Interrogatory this Deponent saith that he knew Esmael Cassim from his Infancy

Mr. John Palmer Attorney for the Defendant prays that the said Hussain Cassim Allizee may be asked whether he is acquainted with the Hand Writing

for the Complainant? If you set forth the same as you have known therein for Law
or to the best of your Knowledge and Belief
Thos. Mahomed Lascar being produced deposes as follows
To the first Interrogatory this Deponent saith that he hath known the Com-
plainant from his Infancy but hath no Knowledge of the Defendant
To the second Interrogatory this Deponent saith that he is a Merchant
and that he has had frequent dealings with the said Ismael Cawn
deceased that they were very intimately acquainted for the space of 20 or
30 Years that he this deponent is well acquainted with the hand Writing
and Seal of the said deceased by his living so intimate with him and by
having frequently seen him write and by his having seen many Papers
of the said Ismael Cawns Signing and Sealing, that he does not believe
the paper now shewn him said to be the last Will and Testament of
Ismael Cawn deceased to be signed and Sealed by the said Ismael Cawn,
And that it is not Customary with People of Ismael Cawns Cast to seal
any Paper of Consequence with any other Seal than their own.
To the third Interrogatory this Deponent saith that it is about 5 Years
since Ismael Cawn went to Bengall.
To the fourth and Last Interrogatory this Deponent saith not to any Par-
ticular Question enquired of Hebsin [illegible]
Hyssan Cawn being produced deposes as follows
To the first Interrogatory this Deponent saith that he hath known the
Complainant from his Infancy and the Defendant two years or there about
To the second Interrogatory this Deponent saith that he was a Servant to
Ismael Cawn deceased for about the space of eight years and frequently
transacted Business for him, that he is very well acquainted with the
Seal of Ismael Cawn deceased having frequently seen him make use
thereof and having taken particular Notice of the same But that he
this Deponent does not know the Hand Writing of Ismael Cawn that
the Seal of Ismael Cawn is not affixed to the Paper now shewn said to
be the Will of the said Ismael Cawn, and that People of Ismael Cawns
Cast always make use of their own Seal.
To the third Interrogatory this Deponent saith that Ismael Cawn went to
Bengall about 5 Years since.
To the fourth and last Interrogatory this Deponent saith not to any particular
Question enquired of therein. Thos [illegible] Hyssan Cawn

Mora Ce

1st ..... To all the Witnesses
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.
2 ..... To Shaik Mahomed Cash and Ufsain Canon
Are you or are you not Related to the Complainant? If yea, what Relation
are you?
3 ..... To Shaik Mahomed Casub, Ufsain Canon, Merall Dassoo
Chitty and Mustud Fullah.
Are you or are you not a Creditor to the Estate of Ismael Canon deceased?
Have you or have you not Received any part of the Estate of the said deceased
If yea to what amount and what is become thereof? are you or are you
not indebted to the Estate of Ismael Canon deceased? How long have you
resided at this Place? Do you or Do you not Read or write? If Yea what
Language Do you Read or write? Do you Know who executed the
Paper now shewn to you said to be the last Will and Testament of
Ismael Canon deceased?
4 ..... To Ufsain Canon Merall Dassoo Chitty and Mustud Fullah
was the Seal of Ismael Canon Roundor Square?
5 ..... To all the Witnesses
Do you Know or can you say any other Matter or thing material for
the Defendant in this Cause?

Shaik Mahomed Casub being produced deposes as follows
To the first Interrogatory this Deponent saith that he hath known the
Complainant from his Infancy, But hath no Knowledge of the Defendant
To the Second Interrogatory this Deponent saith that he is not related to
Ismael Canon deceased
To the third Interrogatory this Deponent saith that He is not a Creditor
to the Estate of Ismael Canon deceased, that he hath Received no part of Ismael
Canons Estate, neither is he indebted to the said Estate, that he this Deponent
was born at this Place and hath generally resided here and that he both
Reads and Writes the Persian Language, that He does not believe the
Paper now shewn him said to be the last Will and Testament of Ismael
Canon deceased to be signed and Sealed by the said Ismael Canon
To the fifth Interrogatory this Deponent saith not to any Particular Ques-
tion enquired of Thereon. &c

Ufsain Canon being produced deposes as follows
To the first Interrogatory this Deponent saith that he hath known the
Complainant from his Infancy and the Defendants about two Years
that

Cawn was a Square one

To the fifth and last Interrogatory this Deponent saith said to any particular Ques-
tion enquired of Thereon. Zebony Pothen.

The Court observing that Hussain Cawn Allejee and Cawjee Ibrahim have in their depositions
taken this day declared that they did see the deceased Ismael Cawn sign and Seal
the Paper now shewn them said to be the last Will and Testament of the said deceased
and that they did also sign and Seal the same in the Presence of the said Ismael
Cawn and each other And Whereas they did in their Deposition given before
this Court on the 22d day of April last Stony that they saw the said Ismael
Cawn sign and Seal the said Paper all the many of the Members as well as
the Register and Interpreter perfectly remember that they were several
times Interrogated to that particular and for which Reason it was not
mentioned in their Oath taken that day, that they saw the said Ismael
Cawn sign and Seal the same The Mullah is therefore asked whether an
Oath taken upon the Alcorn in Court is not equally binding upon their
Consciences with one taken at the Mosque? and whether they do not frequent-
ly Administer the Oath upon the Alcoran at other Places besides the
Mosque? to which he Answer that the Oath taken at the Mosque is looked
upon as more solemn than that taken at any other Place, But that they
imagine that the same Punishment will attend the breaking the one as the
other and that they frequently do Administer Oaths upon the Alcoran at other
Places besides the Mosque.

It Appearing to the Court that the said Hussain Cawn Allejee and Cawjee
Ibrahim have been guilty at least of a very great Prevarication and contra-
diction in their Evidence and have endeavoured to impose upon the Court,
It is therefore agreed in order to punish the said Hussain Cawn Allejee and
Cawjee Ibrahim as well as to deter other from being guilty of Prevaricating
in their Evidence before this Court, that the said Hussain Cawn Allejee and
Cawjee Ibrahim shall each of them be fined to Our Sovereign Lord the
King in the Sum of twenty five Pagodas and shall Suffer three
Months Imprisonment and they are now accordingly Committed to the
Custody of the Sheriff.

Agreed at the Motion of the Complainants Attorney to defer coming to any Reso-
lution with Regard to the Authenticity of the Instrument said to be
the last Will and Testament of Ismael Cawn deceased till the Hearing of this
Suit, as they may during the Course of the Proceedings have further Proof
With Regard to the Validity thereof.

Above Extract J. H. Stone
Regr

The Presence of the Defendant and of the Attorneys on both sides on Reading the Complain-
-ants Bill the Defendants Answer the Replication and Rejoinder the Interrogatories
and Depositions on the part of the Complainant the Interrogatories and Depositions
on the part of the Defendant the several Exhibits produced both on the part of the
Complainant and Defendant as likewise the several Exhibits from the Minutes of
this Court; on hearing the Pleadings made use of by the Attorneys and on due
Consideration had thereon It Appearing to the Court that the Complainant
Farrell Canon is the Lawfull Son and Heir of Emanuel Canon deceased This Court
doth therefore think fit to Order and Decree and doth accordingly Order and
Decree that the Complainant shall be put into Possession of the Premises in
Dispute and that the Title Deed thereto shall be delivered up to him and
moreover that the Costs of this Suit shall be defrayed by the Defendant

Hour

To the Honble the Mayor's Court
at Madraspatnam

Gentlemen

I am ordered by the Honble the Court of Appeals to acquaint
you that Manoel Leal late of this Place who in the Month of November 1760 filed an
Appeal from a Decree of the Mayors Court wherein Farrell Canon by his Attorney
Sana Venkata Krishnama was Complainant and the said Manoel Leal Defendant
having deceased and no one having appeared since to Revive the said Appeal
Farrell Canon did on a Petition Represent to the Court of Appeals that a further
delay in the said Suit might be attended with much Prejudice to him praying
therefore that the Heirs or lawfull Representatives of the said Manoel Leal
deceased might be obliged to Revive the said Appeal in order that the same
might be Heard and determined or in default of such Revival that the said
Appeal might be Dismissed — Publick Notice was accordingly given —
Requiring the Heirs or lawfull Representatives of the said Manoel Leal
to appear and Revive the said Petition of Appeal within the Space of fifteen
days or in default of their so doing That the said Appeal should be dismissed

And

Read and Filed
27th September 1762

To the Honble the Mayors Court at
Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator John Farley of Madras aforesaid Victualer That Whereas Subramoney
Chitty of the same place Merchant stands indebted unto your Orator in the full
and just Sum of One Hundred and forty Pagodas Currency of Madras making
in Sterling Money at the Rate of Eight Shillings for every Pagoda the Sum of fifty six
Pagodas Lawfull Money of Great Britain as will more fully appear by a Copy of
his Obligation on the other side for the Inspection of this Honble Court and the
Real Bill of Sale of the said Debt made out to your Orator by Mudd Pount Gate Street Broker to be produced before this Honble Court when Required
and which your Orator prays may be Admitted as part of this your Orators Bill of
Complaint

And Whereas your Orator hath oftentimes and in an
amicable manner demanded payment of the said Sum of One Hundred and forty Pagodas
of the said Subramoney Chitty But now so it is May it please this Honble Court the
said Subramoney Chitty Obstinately and Wilfully 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 agreable to equity and good Conscience

To the end therefore that the said Subramoney Chitty may
upon his Corporal Oath a true and perfect Answer make to all and Singular the
Matters and things herein before alledged and setforth 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 One Hundred and forty
Pagodas with the Interrest now due and accruing thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
Subramoney Chitty to be Summoned and Required by the Sheriff of Fort Saint
George Sitting at Madraspatnam and the 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 therein as to this
Honble Court shall seem Meet

William Bishop
Attorney for the Complainant

And Whereas your Orator hath frequently and in an amicable manner demanded payment of the said Sum of three thousand and ninety seven Pagodas aforementioned But now so it is and May it please this Noble Court the said Cavill Soubiah Ragoje and Arnachellum unjustly refuse to give your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general Relief as to this Noble Court shall appear agreable to equity and good Conscience

To the End therefore that the said Cavil Soubiah Ragoje and Arnachellum may upon their Corporal Oaths true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truly and distinctly to all intents and Purposes as if the same were here again Repeated and interrogated and the said Cavill Soubiah Ragoje and Arnachellum may be Decreed to pay unto your Orator the aforesaid Sum of three thousand and Ninety seven Pagodas

May it Please this Noble Court to Cause the said Cavill Soubiah Ragoje and Arnachellum to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts of or belonging to the same personally to be and appear in this Noble Court at a Certain time day and place to be by this Noble Court thereunto prefixed and appointed and there and there to stand to and abide such Order and Decree as to this Noble Court shall seem Meet

Charles Brawley
Attorney for the Complainant

Mayors Court at Madraspatnam

L.S.

Tuesday the 11th day of October Anno Domini 1763

Present
Mr. Peter Monckton Senior Resident & Alderman
James Hay and Thomas Rumbold
Aldermen

Mayors Court

Between John Delavaux of Madras Merchant Complainant and Cavil Soubiah Ragoje and Arnachellum also all of the same place Merchants Defendants

It Appearing by the Records of this Court that the Defendants Ragoje

To Decree to pray unto your Orator the aforesaid Sum of Three hundred and Ninety seven Pagodas Nine Fanams and Thirty five Cash with all Interest due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Audiapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear at a Certain Time and place to be by this Honble Court prefixed and appointed then and there to Answer the premises Your Orators Bill of Complaint and further to stand to and Abide such Order and Decree therein as to this Honorable Court shall Seem Meet

William Cranewell
Attorney for the Complainant

Madras the 23d of November 1762

I Audiapah the Son of Oyoday Modeliar do hereby acknowledge to have Borrowed and Received from Moocurtuvy Merriamma the full and just Sum of One Thousand Pagodas Current Money of Madras which Sum I promise to pay on Demand with the Interest of Nine p Cent p Annum Drawn by Moda Balla Krishnama Thennicoy & Audiapah

Witnesses
Mada Viraga
Tatugaru Audiapah

The true translation as near as can be from the Original Gentoo by
Canacopah Sworn Interpreter
William Cranewell
Attorney for the Complainant

(Dr) Audiapah in Account Current with Moocurtuvy Merriamma (Cr)

1762 Nov.	19	To Cash for which an Obligation of this date was given for 1000 Pagodas but to be Received only	900	"	"					1762 Nov.	25	By Cash Received	100	"	"		
		To Interest on the Above Sum for 4 Mo. 6 D. & 10 " 12 at 8 p Cent p Annum	62	10	32	1762 Last	7	20	By Interest for 9 Months 6 days				6	12	32	106	12 32
									By Cash Received				100				
									By Interest for 8 Months 1 day				5	12	60	105	12 60
									By Cash Received	April	6		100	"	"		
									By Interest 5 Months 21 days				3	32	"	103	32 —
									By Cash Received	May	21		100				
									By Interest 4 Months 10 days				2	32	"	102	32 —
									By Cash Received	Augt	8		100	"	"		
									By Interest 1 Month 23 days				"	16	77	116	16 77
																565	11 77
									By Balance			263	7			297	9 33
		Pagodas	962	10	32											962	10 32

Errors Excepted Fort St George the 1st October 1763

Administrators and Assigns unto your Orator or the Sum of four Thousand Pagodas with Condition to be void on payment of the said two Thousand Pagodas with Interest for the same as aforesaid four Months after the Date of the said Bond or else to be and Remain in full force and Virtue as by the said Bond or writing Obligatory under the Hands and Seals of the said Covantumdalum Chellatya Vandavosey and Pelly Muttu Chitty bearing date as aforesaid and ready to be produced to this Honourable Court relation being thereunto had it doth and may more at large appear and Your Orator further shews that by two Seperate Payments he Received the Sum of fifteen Hundred Pagodas and that there is still due and owing unto your Orator from the said Covantumdalum Chitty Vandavosey and Pelly Muttu Chitty the Sum of six Hundred and Eleven Pagodas thirty two Fanams as appears by the Account Current hereto annexed which said Sum after the Rate of Eight Shillings for every Pagoda will amount to the Sum of two Hundred and forty four Pounds sixteen Shillings of lawfull Money of great Britain and Your Orator further sheweth that he hath often and in an Amicable manner demanded Payment of the aforesaid Sum by means of his said Attorney But now so it is and may it Please this Honble Court the said Covantumdalum Chellatya Vandavosey and Pelly Muttu Chitty Obstinately Refuse to give your Orator any manner of Satisfaction touching the Premises your Orator therefore Prays all proper Relief such as to this Honourable Court shall appear agreable to equity and good Conscience In the end therefore that the said Covantumdalum Chellatya Vandavosey and Pelly Muttu Chitty may upon their Corporal Oaths true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and that they may come to your Orator the said Sum of six hundred and eleven Pagodas thirty two fanams with all interest that shall become due thereon together with his Damages occasioned by the detention of the said Debt and Cost of this Suit May it Please this Honourable Court to Cause the said Covantumdalum Chellatya Vandavosey and Pelly Muttu Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof personally to be and appear at a certain time and place to be by this Honorable 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 therein as to this Honble Court shall seem Meet

Chas Brownlow
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 1st day of November
Anno Domini 1763

(1)

Present
John Debonnaire Esquire Mayor
Thomas Fawney and John Whitehill
Aldermen

Between John Smith late of Madras Merchant
by his Attorney Claud Russell of Fort St. George
Esquire Complainant and Comptamah
Chellahya Vandavasy and Petty Muttu Chetty
also of the same place Merchants Defendants

The Defendant Petty Muttu Chetty being in Court and acknowledging
the justness of the Complainants Demand This Court doth therefore think fit to
Order and Decree and doth accordingly Order and Decree that the Defendants
shall pay unto the Complainant the full and just Sum of Six Hundred and Eleven
Pagodas Thirty two Fanams (611 32) together with such Interest as
Law is or shall hereafter become due thereon until full Payment is made also
all Costs of this Suit

Mayors Court

Read and filed
30th August 1763

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Peter Pasamier of Madras Inhabitant That Aubenamah
Chetty

Gowapah Naick for the Sum of Sixty Pagodas Current Money of Madras which Sum I do hereby acknowledge the Receipt of and which I promise to pay on Demand at the rate of Nine per Cent p Annum and if I do not pay it when Demanded I do hereby empower the said Venkadachellum the son of the said Gowapah Naick to sell the said House and Backyard adjoining unto it before four People and pay himself out of the Produce of it and if the Person that buys the said Premises desires a Bill of Sale from the Choultry Dam to get one drawn out at my own Cost and Charge before I am discharged from this debt

Witnesses
Saravanah
Tiruvengadum

Dated by Gowapah
[Signed]
Shemarah Chitty

N.B. September 5th 1762 By Cash Received in part of the above Obligation Pagodas

A true translation as near as Can be from the Original by Conacapah Sworn Interpreter

William Cranmer
Attorney for the Complainants

S.1 Subbenmanah Chitty on Account Current with Venugadachellum

1762 Septbr	5	To Cash Lent him on Mortgage of a House		115	"	"	1762 Augt	28	By Ballance		48	19	11
		To Interest on the Above Sum from the 5th Sept. 1762 to the 28th August 1763 being 11 Months & 23 days at 9 p Cent p Annum		3	19	11							
			Pagodas	48	19	11				Pagodas	48	19	11

Errors Excepted

I Venugadachellum of Madras Inhabitant do hereby for me my Heirs Executors Administrators and Assigns transfer and make Over unto Peter Passavier also of the same place Inhabitant his Heirs Executors Administrators and Assigns all my Right and Title to the Sum of forty Eight Pagodas, Nineteen Fanams and Eleven Cash due to me from Subbenmanah Chitty of Madras aforesaid Merchant as the Ballance of the Above Account Current with all the Interest that now is or may hereafter become due thereon for his Interest Made of Bond of this date for the Sum of forty Pagodas Payable unto Me at the Expiration of four Months from the date hereof as Witness my

To the Worshipfull the Mayor and Aldermen
of the Town of Madraspatnam

The Humble Petition of Mathew Sampson

Sheweth

That Your Petitioner hath served a Regular Clerkship to the Law and hath been Admitted an Attorney in his Majesty's Court of Common Pleas at Westminster and also a Solicitor in his Majesty's High Court of Chancery The Admissions of which Courts Your Petitioner hath in his Custody ready to produce whenever it shall be Required.

Your Petitioner therefore humbly Prays that he may be Admitted an Attorney of this Court and be Permitted to practice therein and Your Petitioner shall Ever Pray &c.

Read and filed
18th November 1763

To the Honble the Mayor's Court
at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator John Philip Fabricius English Missionary of Wepery that Ramanah Naick also of Madras inhabitant stands indebted unto your Orator in the full and just Sum of Two Hundred and Sixty five Pagodas Current Money of Madras making in Sterling Money of Great Britain accounting every Pagoda Eight Shillings the Sum of One Hundred and six Pounds or thereabouts arising upon two Mortgage Obligations bearing date the fourth day of January which is in this present Year of Our Lord one Thousand seven Hundred and sixty three for the Sum of two Hundred and forty Pagodas and the other bearing date the fifth day of February in the above said Year of Our Lord One Thousand seven Hundred and sixty three for a further Sum of twenty five Pagodas as will more fully and at large appear by two translates of the said two Obligations hereunto annexed and the Originals of them is Ready to be produced to this Honble Court when Required and which Your Orator begs may be admitted as part of this Your Orators Bill of Complaint Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Ramah Naick of the said Sum of Two Hundred and sixty five Pagodas But now so it is May it please this Honble Court the said Ramanah Naick obstinately and Wilfully 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

Filed 17th September 1760

To the Worlde the Mayor's Court
at Madraspatnam

Humbly Complaining sheweth unto this Hondle Court Your Orator James Wardie of Madras aforesaid Inhabitant that whereas Amalava and Marlen Condue of the same place Merchants stands indebted unto your Orator in the full and just sume of fifty five Star Pagodas Currency of Madras Principal Money amounting in Sterling Money at the Rate of eight Shillings for every Pagoda the Sum of twenty two Pounds Sterl Lawfull Money of Great Britain as will more fully appear by a translate of the Obligation on the other side and transfer on the foot thereof for the Inspection of this Hondle Court and which your Orator prays may be Annexed as part of this your Orators Bill of Complaint

And Whereas the transferrer to your Orator hath of late time and in a Reasonable manner demanded payment of the said sume of fifty five Pagodas of the said Amalava and Marlen Condue But now so it is May it please this Hondle Court that the said Amalava and Marlen Condue Obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a general Relief as such as to this Worldle Court shall appear agreeable to equity and good Conscience To the end Wherefore that the said Amalava and Marlen Condue may upon their Corporal Oaths true and perfect Answer make to all and Singular the matters and things herein before alledged and set forth as fully truly and Effectually to all intents and purposes as tho same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the aforesaid sum of fifty five Pagodas with all the Interest due thereon and Costs of this Suit

May it please this Hondle Court to cause the said Amalava and Marlen Condue to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof that they Personally be and appear at a certain time and place to be by this Hondle Court prefixed and appointed there and then to Answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Hondle Court shall seem Meet

William Bishop
Attorney for the Complainant

This is to Certify that the above named James Wardie and transferrer Celan Parmal Chitty hath this Day appeared before Me and made oath that it appears by the translate of the Obligation on the other side that Amalava and Marlen Condue are justly and truely indebted unto the Complainant in the Sum of fifty five Pagodas and the transferrer Celan Parmal Chitty further maketh Oath that the Affts and have sold their Effects and Absent themselves from the Jurisdiction of this Hondle Court Sol a Summons and Warrant of Arrest immediately Issue 16th September 1760

James Wardie appeared before Me and made Oath to the Truths of the Debt and that he is about to depart the Jurisdiction of this Court Sol a Summons and Warrant of Arrest Issue 16th October 1760

John Delamaire Mayor

have been served with the usual Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fifty five Pagodas / Pagodas 55 / together with all such Interest as now is or hereafter shall become due thereon untill full Payment is made / according / to the Tenure of the Obligation sued for / also All Costs of this Suit

J Court

Read and filed
22d November 1768

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Thomas Tonney of Madras Merchant that whereas Tauburn Singanah of Madras Merchant stands indebted to your Orator in the Sum of One Hundred Sixty three Pagodas thirty three fanams and fifty five Cash making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda Sixty five Pounds ten Shillings and Eleven Pence as will more fully appear upon an Obligation ready to be Produced and Whereas your Orator hath frequently and in an amicable manner demanded Payment

But now so it is may it Please this Honble Court the said Tauburn Singanah Obstinately and wilfully Refuses your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the end therefore that that the said Tauburn Singanah may upon his Corporal Oath true and Perfect Answer make to all and Singular the matters and things hereon before alledged and set forth as truely fully 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 said Sum of One Hundred Sixty three Pagodas thirty three fanams and fifty five Cash together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Tauburn Singanah to be Summoned and Required by the Sheriff of Fort Saint George Fauzdar 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 the said Complainants Bill of Complaint and further to stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

herewith annexed for the inspection of this Honble Court and which your Orator prays may be admitted as part of this your Orators Bill of Complaint

And Whereas your Orator hath often times and in an amicable manner demanded Payment of the said Sum of two Hundred and thirty six Pagodas twenty four fanams and sixty Cash of the said Chinlumboo and Sheshayleum But now so it is May it Please this Honble Court the said Chinlumboo and Sheshayleum Unlawfully and Wilfully Refuse to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays all proper Relief such as to this Honble Court shall appear agreable to equity and good Conscience to the end therefore that the said Chinlumboo and Sheshayleum may upon their Corporal Oaths true and perfect answer make to all singular the matters and things herein before alledged and as fully truly and perfectly to all intents and purposes as if the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the aforesaid Sum of two Hundred and thirty Pagodas twenty four fanams and sixty Cash with all Interest now due or may hereafter arrise thereon also all Costs of this Suit

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

William Bishop

Attorney for the Complainant

D^r { Chinlumboo and Sheshayleum Sons and Heirs at Law of Sungannah Chitty deceased on Account Current with Cundapah Chitty Son and Heir at Law of Mootie Mar Chitty late of Madras Merchant deceased ..... } Cr

1762 Nov^r	9	To Cash lent by my deceased Father to your deceased Father the late Mortgagee Chitty Sheen			70	0	0	1763 Aug^t 30	By Ballance due this day	236 24 60
1760	4	To Cash lent as aforesaid as per said particulars			23	13	0			
Jan^y 1	61	To Interest on Pagodas 70 from the 9th of								
1762 Aug^t	30	December 1762 to the 30th of August 1763								
		2 Years 8 Months and 22 days at								
		Nine per Cent p^r Annum			143	6	60			
		Pagodas			236	24	60		Pagodas	236 24 60

Fort Saint George August 30th 1763

Errors Excepted

E^o

Madras August 30th 1763

I Cundapah Chitty of Madras Merchant do hereby for me my Heirs Executors Administrators and Assigns transfer and make over unto Ramapah [illegible] also of the same place Inhabitant his Heirs Executors Administrators and Assigns all my

Filed 1st September
Read &c :: Ditto } 1763

To the Honble the Mayors Court
at Madrasapatnam

Humbly Complaining Sheweth unto this Hble Court your Orator John Peter Paramier of Madras Merchant by transfer of Pallyapen Merchant of Madras aforesaid Merchant that whereas Mallem Dofs Mahomed stands indebted to your Orator in the sum of Thirty six Pagodas and twenty three fanams as appears by an Account Current and transfer hereunto annexed which said Sum after the Rate of eight shillings for every Pagoda will amount to the Sum of fourteen Pounds and thirteen Shillings of lawfull Money of Great Britain and Whereas your Orator hath frequently and in an Amicable manner demanded Payment But now so it is may it please this Hble Court the said Mallem Dofs Mahomed absolutely and Wilfully 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 agreable to equity and good Conscience to the end therefore that the said Mallemdofs Mahomed 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 said Sum of Thirty six Pagodas and twenty three fanams together with all Interest as now is or hereafter shall become due thereon also all Costs of this Suit May it please this Honble Court to cause the said Mallemdofs Mahomed to be Summoned and required by the Sheriff of Fort Saint George Town of Madrasapatnam and the districts of or belonging to the same personally to be and appear at a Certain time and place to be by this Honble Court prefixed and appointed and then and there to Answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

Sworn between the days of Sepr Sworn before Me by the Complainant that the Dft is about to depart out of the Jurisdiction of this Honble Court Let a Summons Issue immediately Warrant of Arrest Fort St George Madras 1st September 1763 John Delamaire Mayor

Chas Brandon
Attorney for the Complainant

Dr		Mallimdofs Mahomed				Cr	
1763 July	12	To Cash lent him on his Interest Note of this Date	27 " "	1763 Aug 31	By Ballance due	Pagodas	36 " 23 "
		To Interest due thereon for 1 M 19 D at 18 P Ct.	9 " 23 "				
		Pagodas	36 " 23 "			Pagodas	36 " 23 "

Fort St George the 31 August 1763
Errors Excepted E O & O

I Pallyapen Merchant of Madras Merchant do hereby transfer Certify to have transferred and made over and by these presents do transfer and make over unto John Peter Paramer the within

Read and filed
27th September 1762

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court your Orator Andrew Pitt of Madras Writer And Whereas one Todarmair Moodeliar of Madras aforesaid Merchant stands indebted unto Gruapah Moodeliar of the same place Merchant in the full and just Sum of two Hundred and fifty Pagodas for Money lent and advanced by the said Gruapah Moodeliar to the said Todarmair Moodeliar as appears by one acknowledgement or Writing Obligatory bearing date the twenty eighth day of April in the Year of our Lord one thousand seven Hundred and sixty two under the hand writing of the said Todarmair Moodeliar which said Acknowledgement was transferred over to your Orator as appears by the translate of the transfer hereunto annexed together with the translate of the aforesaid Writing Obligatory for the inspection of this Honble Court which said two Hundred and fifty Pagodas after the Rate of eight Shillings for every Pagoda will amount to the Sum of One Hundred Pounds of lawfull Money of Great Britain and your Orator further shews unto this Honble Court that he hath frequently and in an amicable manner demanded Payment from the said Todarmair Moodeliar of the said Sum of two Hundred and fifty Pagodas with the Interest But now so it is and may it please this Honble Court the said Todarmair Moodeliar wilfully and obstinately refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore & general Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the end therefore that the said Todarmair Moodeliar may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things herein before alledged and as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and he Defendt to pray unto your Orator the aforesaid Sum of two Hundred and fifty Pagodas with the Interest that now is or shall hereafter become due thereon also all Costs of this Suit May it please this Honble Court to Cause the said Todarmair Moodeliar to be summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Limits thereof Personally to be and appear at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and Abide such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley
Attorney for the Complainant

April 28th 1762

I Todarmair Moodeliar Son of Vadeattah Nenapah Moodeliar do hereby in Knowledge to Mortgage an Obligation to Gruapah Moodeliar Son of Annachellum Cherry Chunnatamby Moodeliar of a House Situate on Buddrachy Street between Varahgoing and Curraghahs Houses with two Bills of Sale of the said House one

Been served with the Usual Rules to Answer the Complainants Bill but willfully and
Deliberately Refusing so to do this Court Doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant shall pay unto the Complain-
-ant the full and just Sum of Two Hundred and fifty Pagodas / Pagodas 250. /
together with such Interest as now is or shall hereafter become due thereon until the
full Payment is made / according / to the Tenure of the Obligation sued for also all
Costs of this Suit

Clerk

23

whereof is in the Name of Cullumbandy Cowcapah Naidu and the other in the Name of the said Federwar Moodeliar for the Consideration of Two Hundred and fifty Pagodas the said Bills of Sale being assigned for the same payable with the Interest of Twelve p.r Cent p.r Ann.m to be paid every) and Months from the Date hereof and on default of Payment the said Cowcapah Moodeliar may enter and sell the same and pay himself the Principal and Interest of such they sell the Monies there is not sufficient to pay the Debt then I oblige myself to pay the said Deficiency and if ever the said Cowcapah Moodeliar should ever demand the Mortgage Bill of Sale I will be ready to deliver the same

Witness
Cowcapah Moodeliar
Veeracatachellum

Drawn by Myla Moodeliar Pulliar
Signed by or marks of Federwar Moodeliar

Copy Translate of Transfer

Augt 28th 1762

I Moodu Pulliah Mooly for Cowcapah Moodeliar acknowledge to have Given this Obligation to Andrew Peter as Cowcapah Moodeliar has an Occasion for his Money which amounts to the Sum of two hundred and Nine Pagodas and for which Sum I assigned the Bills of Sale to Andrew Peter who have paid to Moodeliar Consideration for the same to me on Account of the said Cowcapah Moodeliar drawn by Moodu Pulliah and Signed

I Moodu Pulliah as near as can be from the Original by Cowcapah Moodeliar Interpreter

Thos Bramley Secry for the Complaint

Witness
Cowcapah
Sungadigalah Moolah Cowcapah

Mayors Court
Madraspatnam

Present

John Delamaire Esquire Mayor
Lloyd Russell Peter Markett
John Whitehill and Thomas Whitwell
Aldermen

Between Andrew Peter of Madras Merchant Complainant and Federwar Moodeliar also of the same Place Merchant Defendant

Appearing by the Records of this Court that the Defendant hath

place Inhabitant all my Right and Title to the above sum of Thirty six Pagodas and twenty three Fanams for the Consideration of the Sum of twenty eight Pagodas paid me in hand by the said John Peter Pasquier and do hereby Acknowledge the said Bill by my Voluntary Transfer to be justly due and Payable to the said John Peter Pasquier his Heirs Executors Administrators or Assigns and by these Presents do empower the said John Peter Pasquier to sue for and use such Means the Law Allows for the Recovery of the same Sealed with my Hand and Seal in Fort St. George the 31st August 1762

Signed Sealed & Delivered
Wherein no Stampt Papers to be had in Fort St George

Mayor Court
Madraspatnam

Tuesday the 29th Day of November
Anno Domini 1763

Present
John Delamaire Esquire Mayor
Claud Russell Peter Marriette
John Hubbell and Thomas Hollsall
Esqrs Aldermen

Between Peter Pasquier of Madras Merchant Complainant and Mallendels Mahomed also of the same place Merchant 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 Refused 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 Thirty six Pagodas twenty three Fanams (Pagodas 36 " 23 ") together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

my Right and Title to the Sum of Five Hundred and Thirty six Pagodas twenty four fanams and sixty Cash the Ballance of the above Account Current due to me from Chinnambo and Muthayalum both of Madras Merchants for the Interest Note of Hand of this date granted to Me for the Sum of One Hundred and Eighty Pagodas Current Money of Madras Payable to Me or Order four Months from the Date hereof In Witness whereof I have hereunto set my Hand at Fort Saint George the day and year above Written

Witness
Rodrigues

Mayors Court at Madrasapatnam

Tuesday the 29th day November

Present

Isaac Delamaire Esquire Mayor
Hazel Russell Peter Marriette
John Whitehill and Thomas Pelwell
Aldermen

Between Humphry Sennett of Madras Inhabitant Company Covenant and Bankrupt and Muthayalum Sons and Heir at Law of Chinnanah (Patty) deceased also of the same place Merchants Defendants

It Appearing by the Records of this Court that the Defendants have been served with the Usual Rules to Answer the Complainants Bill but Neither they nor Either of them Accordingly Appeared as this Court doth therefore Decree fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Five Hundred and Thirty six Pagodas twenty four fanams and sixty Cash Pagodas 536.24.60 together with Interest as now is or shall become due thereon until full Payment be made also all Costs of this Suit

Ellis

my Right and Title to the Sum of Five Hundred and Thirty six Pagodas twenty four Fanams and sixty Cash the Ballance of the above Account Current due to me from Mundundas and Mudnagloom both of Madras Merchants for his Interest Note of Hand of this date granted to Me for the Sum of One Hundred and Eighty Pagodas Current Money of Madras Payable to Me or Order four Months from the Date hereof In Witness whereof I have hereunto set my Hand in Fort Saint George the day and year above Written

Witness signed CDaCox
Rodrigues

£336 0 0 72

Mayors Court at Madrasapatnam } Tuesday the 29th day of November Anno Domini 1748

Present

Isaac Delavaire Esquire Mayor
Richard Rundell Peter Marriette
John Whitehill and Thomas Pelwell
Aldermen

Mayors Court

Between Ramphoy Servant of Madras Inhabitant Complainant and Mundundas and Mudnagloom Sons and Heirs at Law of Sengamah (Chetty) deceased also of the same place Merchants Defendants

It Appearing by the Records of this Court that the Defendants have been served with the usual Rules to Answer the Complainants Bill, but wilfully and Obstinately Refused so to do this Court doth therefore thereupon Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Five Hundred and Thirty six Pagodas twenty four Fanams and sixty Cash (Pagodas 536. 24. 60) together with Interest as soon as it shall hereafter appear due thereon until full Payment is made also all Costs of this Suit

Clerk

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Mayor's Court at Madraspatnam

Tuesday the 29th day of November Anno Domini 1763

Present

John Delamaire Esquire Mayor
Claud Russell Peter Mdraitte
John Whitehill and Thomas Hulsall
Aldermen

Between Thomas Penny of Madras Merchant Complainant and Faubaun Sangaranah alias of the same place Merchant Defendant

The Defendant being in Court and acknowledging the justness of the Complainants demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and sixty three Pagodas (Sixty three fanams and fifty five Cash) Pagodas 163, 63, 55 together with such Interest as now is or shall hereafter become due thereon until full Payment is made (according to the Tenure of the Obligation) and for further all Costs of this Suit

By Cur

Mayors Court

Read and filed
27th September 1763

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Humphrey Lewards of Madras aforesaid Merchant that on or about the Month of July and thereabouts one Faubaun Sangaranah alias Sangaranah Chitty deceased stands indebted unto your Orator by Bond for (Sundry pack Chitty) in the full and just Sum of Two Hundred and Sixty six Pagodas twenty four fanams and sixty Cash (making in Sterling Money) at the Rate of Eight Shillings each Pagoda the Sum of Ninety four Pounds Nineteen Shillings and Sixpence or thereabouts Lawfull Money of Great Britain as will more fully and at large appear by the Account Current and Bond or Obligation now

Produced

Nargua September 6th 1756

We Arnalava and Marlen Candue do hereby Acknowledge to have Borrowed and Received from Pedu Varagoo Chitty and Carlin Tarmant Chitty the full and just Sum of Fifty five Star Pagodas Currency of Madras Payable on Demand Jointly or Seperately with the Interest at the Rate of Nine Per Cent per Annum Witness Swah Sunkarah Pillah and Pulla Sarroo Swarn Ella Lake Drawn by Subrah Manian

Signed

Arnalava

Marlen Candue

Said to be a true Translate as near as Can be taken from the Original in Malabar Language by Conacapah Swarn Interpreter

William Bishop
Attorney

I Carlan Tarmant Chitty do hereby Assign and make Over unto Thomas Wardie upon his Note of Hand of this days date for the Sum of Fifty Pagodas the Value of the above Bond or Obligation and the Amount with the Interest thereof due thereon and do hereby Indemnify the said Thomas Wardie me all Cost in the Recovery thereof Witness this 16th day of September 1756

Witness

Mayors Court

Tuesday the 22d day of November Anno Domini 1763

Present

John Delavaire Esquire Mayor
Claud Russell Thomas Hubbard Esq
Thomas Hubard Aldermen

Between James Wardie of Madras Inhabitant Coopertanent and Arnalava and Marlen Candue also of the same place Merchants Defendants

Appearing by the Records of this Court that the defendants have

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my Hand this twenty eighth day of August and in the Year of Our Lord
One Thousand seven Hundred and Sixty three

Q[uo] A[d] 1763

Witnesses
Sebastian Caldeira
The mark of Cawn Saib

Mayor's Court at
Madraspatnam

Tuesday the 1st day of November
Anno Domini 1763.

Present
John Debonaire Esquire Mayor
Claud Russell, Thomas Fobanier &
John Whitehill Aldermen

Between Peter Tessier of Madras
Inhabitant Complainant and Subramanah
Chitty also of the same place Merchant defendant

It Appearing by the Records of this Court that the defendant hath
been served with the Usual Rules to Answer the Complainants Bill but wilfully
and Obstinately Refusing so to do, This Court doth therefore think fit to Order and
Decree and doth accordingly Order and Decree that the defendant shall pay unto
the Complainant the full and just Sum of Forty Eight Pagodas Nineteen fanams
and Eleven Cash Pagodas 48.19.11 together with such Interest as aforesaid
shall hereafter become due thereon until full Payment is made also all Costs of
this Suit

By Court

Chitty also of the same place Merchant stands indebted to your Orator in the full and just Sum of forty Eight Pagodas Nineteen Fanams and Eleven Cash Current Money of Madras for the Ballance of an Account Current of a transfer (Obligation making) in Sterling Money of Great Britain accounting every Pagoda eight Shillings the Sum of nineteen Pounds Eight Shillings and three Pence or thereabouts as will more fully and at large appear by an Account Current a translate and a transfer of an Obligation hereunto annexed for the inspection of this Honble Court and to which your Orator most humbly Refers praying the same may be admitted as part of this your Orators Bill of Complaint

Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Subbamanah Chitty of the said Sum of forty Eight Pagodas Nineteen Fanams and Eleven Cash But now so it is may it please this Honble Court the said Subbamanah Chitty Obstinately and Wilfully 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 agreable to equity and good Conscience To the end therefore that the said Subbamanah Chitty may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truly and Particularly 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 forty eight Pagodas Nineteen Fanams and Eleven Cash with all Interest due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Subbamanah Chitty to be Summoned and Required by the Sheriff of Fort St. George Fauny of Madras aforesaid and the District 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 therein as to this Honble Court shall seem Meet

William Cranswell
Attorney for the Complainant

Fort St. George the 5th September 1762

I Subbamanah Chitty Son of Ramee Chitty of St. Thome do hereby give this Mortgage Obligation unto Venkatachellum the Son of Gruashpah Naick at Serampatta Viz 5 my House and Grounds with the Backyard adjoining unto it at St. Thome and situated on Chitty Street Between the House of Nilakanahpatten and Nilla Chitty which I have Mortgaged unto the said Venkatachellum the Son of the said Gruashpah

No. 17

Coosumdalum Chellaya and Pilly Muttu Chitty

1762					1763				
September	12	To Cash lent them as p Bond dated this day	2000	" "	February	12	By Cash Received in part	1000	" "
		To Interrest on ditto from 13th September 1762 to 24th October 1762 is 1 Months 11 days @ 8 p Cent p Annum	178	8 "	July	21	By Ditto	500	" "
							By Interrest on Pagodas 1000 from 12th february to the 24th October is 8 Months 12 days at 8 p Cent Pagodas	56	" "
							By Interrest on Pagodas 500 from 21st July to 24th October is 3 Months 3 days	10	12 "
								566	12 "
							By Ballance	611	32 "
		Pagodas	2178	8 "			Pagodas	2178	8 "

Fort Saint George 24th October 1763

Errors Excepted

p Claud Russell Attorney for Johnstone

Mayors Court at
Madraspatnam

Mayors Court

Tuesday the 25th day of October
Anno Domini 1763

Present

John Delavoyre Esquire Mayor
Peter Manette & Thomas Powney
Aldermen

Between Macarthur Morgan of Madras
Merchant Complainant and Cudrapah also of
the same place Inhabitant Defendant

The defendant having put Court and Counsel into the Cause to answer the
Complainants demand this Court doth therefore thereby stand to Order and Decree
doth accordingly Order and Decree that the Defendant shall pay unto the Complainant
the full and just Sum of three Hundred and Ninety seven Pagodas, Nine Fanams and
Thirty five Cash / Pagodas 397 . 9 . 35 / together with all such Interest as now is
or shall hereafter become due thereon until full Payment is made also all Costs of
this Suit

Flour

Read and filed
25th October 1763

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaineth unto this Worshipful Court your
Orator John Smith late of Madras Merchant by his Attorney Claud Russell
of Fort Saint George Esquire That on or about the Fourteenth day of September
in the Year of Our Lord One Thousand seven hundred and sixty two Your
Orator advanced and lent unto Covandundalum Chellatya Vandavoolly
Renter and Petty Mutter Chitty the Sum of two thousand Pagodas for
Securing the Payment whereof with Interest after the Rate of Eight Pagodas
for every hundred Pagodas by the Year they the said Covandundalum
Chellatya Vandavoolly and Petty Mutter Chitty did enter into one Bond
or Writing Obligatory bearing date the said Fourteenth day of September
one Thousand seven hundred and sixty two by which Bond they did
acknowledge themselves to be bound jointly and severally and did
bind themselves their Heirs and each of their Heirs Executors

Administrators

been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly by Order and Decree that the Defendants shall pay unto the Complainant the Sum and just Sum of One thousand five Hundred and forty Eight Pagodas twenty one fanams (Pagodas 1548 . 21 . -) together with all such Interest as arises or shall hereafter become due thereon until full Payment is made according to the tenour of the Obligation and pay for also all Costs of this Suit

Read and filed
18th October 1763.

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Moocarum Moyzam of Madras Merchant that Audiapah also of this same place Inhabitant stands indebted to your Orator in the full and just Sum of Three Hundred and Ninety seven Pagodas, Nine fanams and Thirty four Cash Current Money of Madras for the Ballance of an Account Current Making on Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of One Hundred and fifty Eight Pounds, Eighteen Shillings and one Penny or thereabouts as will more fully and at large appear by a translate of an Obligation and Account Current hereunto annexed for the Inspection of this Honble Court and to which your Orator most humbly Refers Praying the same may be Admitted as part of this your Orator Bill of Complaint

Your Orator further sheweth unto this Honble Court that he hath frequently and on and Amicable manner demanded Payment from the said Audiapah of the said Sum of Three Hundred and ninety Seven Pagodas Nine fanams and Thirty five Cash

But now so it is may it please this Honble Court the said Audiapah Obstinately and Wilfully 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 Tothe end and Therefore that the said Audiapah may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before alledged and set forth as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and

be

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Mayor's Court at Madraspatnam

Tuesday the 11th day of October Anno Domini 1763

L.S.

Present

John Debonnaire Esquire Mayor
Peter Marsette James Alley
& Thomas Chelsall Aldermen

Mayor's Court

Between John Barley of Madras aforesaid Victualler Complainant and Subramoney Chitty also of the same place Merchant Defendant

The defendant being in Court and acknowledging the justness of the Complainants Demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and forty Pagodas & Pag 140/ together with all such Interest as now is or shall hereafter become due thereon until full Payment is made according to the tenour of the Obligation said for also all Costs of this Suit

Ecu

Read and filed 28th June 1763

To the Hon'ble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Hon'ble Court your Orator John Debonnaire of Madras Merchant that by Bond or Obligation bearing date the nineteenth day of May in the Year of Our Lord one thousand seven Hundred and sixty three Cavitt Subbiah Pagapa and Annache Ellum all of Madras Merchants became indebted to your Orator in the Penal Sum of three Thousand and Ninety seven Pagodas which after the rate of eight Shillings for every Pagoda amounts to the Sum of one thousand two Hundred and Thirty Eight Pounds and sixteen Shillings of Lawfull Money of Great Britain as by reference to the said Bond or Obligation ready to be produced when this Hon'ble Court shall think proper will appear

Rec'd

And the said Term being Elapsed without any Application having been made This Court hath been pleased to Order the said Petition of Appeal to be dismissed and have directed me to Return the Several Papers in order that the Decree given by you in this Cause may be Carried into Execution

I am
Gentlemen
Your Most Obedient
Humble Servant
W. Molesworth Reg.r of Appeals

St. Georges
22d. September 1763.

Extract from the Minutes of Court held at the Town Hall on Tuesday the 27th. day of September Anno Domini 1763.

Present

John Debonnaire Esquire Mayor
Aaud Ryfelt Peter Marville
Thomas Bowyer & Thomas Birkett
Aldermen

Daniel Cannon by his Petition Sans Parcanapah Petty
vers
Maxwell Seale

Letter from the Clerk of the Court of Appeals accompanying the Proceedings in this Cause read setting forth that the Defendant Maxwell Seale having depar-ted this life and no one having appeared to Revive the Petition of Appeal that that Court had therefore dismissed the said Petition, and ordered that the Decree of this Court given in this Cause be put in Execution

At the Motion of the Complainants Attorney ordered that the Complainant be put in Possession of the Premises Decreed to him.

J. Cour

And the said term being Expired without any Appeal or Writ of Error having been made This Court hath been pleased to Order the said Petition of Appeal to be dismissed and have directed me to Return the Several Papers in order that the Decree given by you in this Cause may be Carried into Execution

I am
Gentlemen
Your Most Obedient
Humble Servant
W. Anderson Cl. of Appeals

Fort St George
22d September 1763

Extract from the Minutes of Court held at the Town Hall on Tuesday the 27th day of September Anno Domini 1763

Present
John Delavaire Esquire Mayor
Thomas Powney & Thomas Chelsall
Aldermen

Rajah Canna by his Vackeel Sama Ravanapah Chetty
vers
Manuel Saal

Letter from the Clerk of the Court of Appeals Accompanying the Proceedings in this Cause Read setting forth that the Defendant Manuel Saal having departed this life and no one having appeared to Revive the Petition of Appeal that that Court had therefore dismissed the said Petition, and ordered that the Decree of this Court given in this Cause be put in Execution

At the Motion of the Complainants Attorney ordered that the Complainants be put in Possession of the Premises Decreed to them.

J. Cl.

Extract from the Proceedings of Court as the Mayors Ordinary on the 22d day of April 1760

Mr. Isaac Pallaver Proctor for Cornah Bibbee Widow of Ismael Cawn deceased appears and delivers into Court the last Will and Testament of the said deceased and prays the Court that the Oaths of Rajaum Cawn Allee and Cawjee Ibrahim two of the Subscribing Witnesses to the said Will may be taken in Order to prove the Authenticity of the same.

The said Rajaum Cawn Allee and Cawjee Ibrahim accordingly make Oath that they saw the Will now produced Published and declared by the Testator Ismael Cawn deceased as and for his last Will and Testament and that he was at that time to all outward appearance of sound mind Memory and Understanding and that they subscribed their Names as Witnesses thereto in the Presence of the Testator and of each other.

A true Extract

F. J. Mannesty

Mayors Court

Mayors Court at Madraspatnam

Tuesday the 15th day of November Anno Domini 1760

Present

Francis Taylor Esquire Mayor
Peter Nairne, John Delavaute
Henry Eustace Johnson & Thomas Pomeroy
Aldermen

Between Fazell Cawn the Cast of Gabzee of the place aforesaid Son and Heir of Ismael Cawn deceased by his Brother Cawn or best friend Sama Venkatakrishnama Chetty Complainant and Hanard Saal also of the same place Writer Defendant

This Cause coming on to be heard and debated this day in

that the defendant lived in a House which belonged to Esmael Canon deceased
To the second Interrogatory this Deponent saith that he is a Relation of Esmael Canons deceased.
To the third Interrogatory this Deponent saith that He is not a Creditor to the Estate of Esmael Canon deceased, and hath Received no part of the said Estate neither is he indebted to the said Estate; that he hath lived in this Place about 15 Years that hereon neither Read or wrote, and that he knows not who executed the Paper said to be the last Will and Testament of Esmael Canon deceased now shewn to him.
To the fourth Interrogatory this Deponent saith that the seal of Esmael Canon deceased was a Square one.
To the fifth and last Interrogatory this Deponent saith not to any parti=cular Question enquired off therein

his Mark of
Usman Canon

Mirall Dasoo Chittee being produced deposes as follows
To the first Interrogatory this Deponent saith that he hath known the Com=plainant from his Infancy but hath no Knowledge of the Defendant
To the third Interrogatory this Deponent saith that he is not a Creditor to the Estate of Esmael Canon deceased and hath Received no part of the said Estate Neither is he indebted to the said Estate that he hath lived in this Place 25 Years, that he does not Know who executed the Paper now shewn him said to be the last Will and Testament of Esmael Canon deceased
To the fourth Interrogatory this Deponent saith that the Seal of Esmael Canon was a Square One
To the fifth and Last Interrogatory this Deponent saith not to any Particular Question enquired off therein

his Mark of Mirall Dasoo Chittee

Hustan Pullah being produced deposes as follows
To the first Interrogatory this Deponent saith that he hath known the Complainant from his Infancy But hath no Knowledge of the Defendant
To the third Interrogatory this Deponent saith that he is not a Creditor to the Estate of Esmail Canon deceased and that he hath never Received any part of the said Estate, neither is He indebted to the said Estate, That he lived in this Place about 7 or 10 Years, But when the News of Esmael Canons death He this Deponent went away and stayed about four Years and that it is about four Months since he returned to this Place, that he this Deponent Reads and writes Malabars that he knows not who executed the Paper now shewn him said to be the last Will and Testament of Esmael Canon Deceased.
To the fourth Interrogatory this Deponent saith that the Seal of Esmael

Canon

Moral Dasoo Chettee being produced deposes as follows

To the first Interrogatory this Deponent saith that he hath known the Complainant from his Infancy, but hath no knowledge of the Defendant

To the second Interrogatory this Deponent saith that he was a Broker to Ennael Cawn deceased for the space of 10 Years that he is well acquainted with the Seal of Ennael Cawn having frequently seen him make use thereof, but that he this Deponent is not acquainted with the Hand Writing of the said Ennael Cawn, that the paper now shewn him said to be the last Will and Testament of Ennael Cawn is not to the best of this Deponents Knowledge sealed with Ennael Cawns Seal, that the Seal of Ennael Cawn was smaller than that said to be his Seal and that it is not Customary with People of Ennael Cawns Cast to make use of any other Seal than their own.

To the third Interrogatory this Deponent saith that it is something 5 Years since Ennael Cawn went to Bengall.

To the fourth and last Interrogatory this Deponent saith not to any particular Question engrossed of Thereon.

The Mark of
Moral Dasoo Chitty

Thistnapullah being produced deposes as follows

To the first Interrogatory this Deponent saith that he hath known the Complainant from his Infancy but hath no Knowledge of the Defendant

To the second Interrogatory this Deponent saith that he was a Concopply to Ennael Cawn deceased for the Space of three years before he went to Bengall that he is acquainted with the Seal of Ennael Cawn having frequently seen him use the same But that he this Deponent is not acquainted with Ennael Cawns hand Writing, that the Seal of Ennael Cawn is not affixed to the Paper now shewn him said to be the last Will and Testament of Ennael Cawn for that Ennael Cawns Seal was smaller than that said to be his Seal, that People of Ennael Cawns Cast never make use of any other Seal than their own and that Ennael Cawn had but one Seal which he always made Use of.

To the third Interrogatory this Deponent saith that it is something about 5 Years since Ennael Cawn went to Bengal

To the fourth Interrogatory this Deponent saith not to any Particular engrossed of Thereon Deponent [illegible] Thistnapullah

Mr John Adair Attorney for the Defendant prays the Court that he may have leave to cross Examine Shaik Mahomed Casab, Ufsaud Cawn, Moral Dasoo Chettee and Thistnapullah upon the following Interrogatories

[illegible]

of Esmael Cawn deceased? and whether the Paper now shewn him is signed and Sealed by the said Esmael Cawn deceased? To which the said Hussein Cawn Allegee Answers that he is not Particularly acquainted with the Hand Writing of Esmael Cawn deceased, but that the said Esmael Cawn Deceased did Sign and Seal the Paper now shewn him in the Presence of Cawjee Ibrahim, Abdullah Cawn, and of this Deponent and that when Sealed Signed and Sealed the same He gave it to this Deponent Cawjee Ibrahim and Abdullah Cawn, who did all sign and Seal the same in the Presence of the said Esmael Cawn and each other 3 4 & 5.

The said Hussein Cawn Allegee being ordered to withdraw, Cawjee Ibrahim is again called in to Court and the above questions are likewise put to him, to which he Answers that he is not acquainted with the Hand writing of Esmael Cawn deceased but that Esmael Cawn did sign and Seal the Paper now shewn him in the presence of Abdullah Cawn Hussein Cawn Allegee and of this Deponent 1 2 & 5.

Mr. Archdale Palmer Attorney for the Complainant delivers into Court the following Interrogatories which he prays may be administered to the Witnesses mentioned thereon

1 To all the Witnesses

Do you know the parties Complainant and Defendant in this Cause?

2 If yes how long have you so known them or either and which of them?

To Shaik Mahomed Casim, Hussein Cawn, Monell Dassa Chitty and Krishnapullah

Of what trade or Profession are you? was you not acquainted with or did you or did you not ever serve one Esmael Cawn deceased in any Capacity? or was you Concerned in any dealings with the said Esmael Cawn? If yes how long was you so acquainted, or did serve or had dealings with the said Esmael Cawn? Do you know are you acquainted with the Hand writing and Seal of the said Esmael Cawn? If yes how came you so acquainted with them? Is the Paper now shewn you said to be the last Will and Testament of the said Esmael Cawn? to the best of your Knowledge Belief, Is it usual with People of Esmael Cawns Cast to make use of any other Seal than their own?

3 To all the Witnesses

How long is it since Esmael Cawn went to Bengall

4 To all the Witnesses

Do you know or Can you say any other matter or thing Material

1st ..... follows
To the said Interrogatory this Deponent saith that he has known the Complainant from
his Infancy to the Knowledge of the Defendant
2d ..... To the Second Interrogatory this Deponent saith that he was acquainted with one Ismail
Cauen deceased for sixteen years and saith that he never had any Demand upon the
Estate of the said Ismail Cauen deceased and more saith not to any Particulars
Question enquired off on this or the last Interrogatory

Mar Clarke Deponent

Her Mark of
Marcar & Pathee

Sworn Coram Me at Fort St George this Twenty Eighth day of July 1760
Present at the Hon.ble Thomas Saunders Esq.r Governor
Before us appeared Mr Thomas Chitty the Company's Merchant Attorney for Marcar Cauen
(1 1) absent at the Hon.ble appeared before us and proved the said Marcar Cauen to be the
A.o 1263 Lawfull Owner of a House and Ground Situated on the Mistell Pulla in Pulamboy
Cauen Street between the House of Ismael Cauen and Palamoot Saib Containing in
length East and West Seventy four feet and in Breadth North and South sixty seven
which Two Hundred and Seventy five Pagodas which said Ground was formerly given
by the Honble Company and the Deponent doth to Attest the truth whereof we
have hereunto set our Hands and Cause this Certificate to be Registered in this Chantry
Court in Fort St George November the 8th 1765

W. Marson
Wm Johnson } Esqrs

Registered
November the 9 1765
J M Simpson
Regr

Examined and Compared with the Original and
Attested to be a true Copy
J. J. Hilton
Regr

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

Present Cauen by his Brother Ami Lana Vonsta Kushana Chetta
Mess
Manuel Saul
Mr Alderman Smith and the Register return the Commission to them
directed for enquiring the Truth presented thereby & enumerated to Shaick
Mahomed Casim of Cauen Cauen, Hussain Cauen Alleged and Sayer Abraham
of the Mogue and to Mess Paupa Chitty and Pushnack Pillah at Triplicane
Pagoda duely Executed

1/2

further saith that the aforesaid Ismael Cannon was the Father of the aforesaid Abraham Cannon but was not Married to his Mother as she was his Mare and more this Deponent saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith that he knows that the Wife is in Charge of the Effects of the Husband after his Death when his Children are under Age and that it is Agreeable to the Custom of the Moors but she should take Charge thereof and saith that the Wife is Guardian to the Children till they come of Age and saith that Children Act for themselves when they are twenty Years of Age and further saith not to this Interrogatory

4 ..... To the fourth Interrogatory this Deponent saith that he knows one Cannah Bibbe and that she was Married to Ismael Cannon and more saith not to this Inter-

5 ..... To the sixth and last Interrogatory this Deponent saith not to any Particular Question inquired of in this Interrogatory

Mad.a Clarke
Examiner

The Mark of ⊏ Mahomed Cannon

Mayor's Court at Madraspatnam

Between Angel Cannon by his Father Ann Jane Pereby Thubranna Chitty Complainant and Mared Lal Defendant

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

Mariela Fernall of Madras Aubash Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of July 1760 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comacopah who left a Mahl at the Mayor's Office and Mandilly

Persal and afterwards the same day being sworn and Examined deposeth as follows

1 ..... To the first Interrogatory this Deponent saith that he has no Knowledge of the Complainant but has known the Defendant 6 Years or thereabouts

2 ..... To the sixth Interrogatory this Deponent saith that to his Knowledge the Defendant did Rent a House of one Cannah Bibbee the Widow of Ismael Cannon that the House was some time past the Property of the said Ismael Cannon that the said Cannah Bibbee Received the Rent thereof and that it is about six Months since the Defendant rented the said House that the said Cannah Bibbee received the Rent several times but he this Deponent cannot tell how often and further saith that the said House was Repaired during the time that the Defendant lived therein that it was Repaired by the Defendant by the direction of the said Cannah Bibbee who agreed that the

Defendant

A ..... follows.

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

Q 2 ..... To the Second Interrogatory this Deponent saith that he does not know who took charge of the Effects of the Deceased Ismael Cavoy after his Death but that Cannak transacted and does now transact the Affairs of the said Deceased as his Widow and this Deponent saith that he did know Abraham Cavoy and that he did transact some Affairs of the Deceased Ismael Cavoy that he sold a piece of Ground by the Authority and Directions of the said Cannak Babbee and that they both signed the Bill of Sale and further saith that Ismael Cavoy was the Father of Abraham Cavoy but that he was not Married to his Mother, that she was his Slave and more saith not to the latter,

Q 3 ..... To the Third Interrogatory this Deponent saith that he knows who takes charge of the Effects of a Husband after his Death when his Children are under age that it is the Wife and that it is agreeable to the Customs of the Moors that she should take charge thereof and that the Widow is Guardian to the Children till such time as they are of Age and that they act for themselves at the Age of Twenty Years and more saith not to this Interrogatory

Q 4 ..... To the fourth Interrogatory this Deponent saith that he knows one Cannak Babbee and that she was Married to Ismael Cavoy and more saith not to this Interrogatory

Q 5 ..... To the sixth and last Interrogatory this Deponent saith not to any Particular Question enquired of him on this Interrogatory

Mat Clarke
Examiner

Mahomed Cavoy

Mahomed Cavoy } Vencaty Pedrama Chetty Complainants Samuel Last Defendant

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

Cavoder Cavoy of Madras Merchant Aged 65 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of July 1760 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Canacopah who left a Note of the Name Title and Place of abode of the said Cavoder Cavoy 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

Jospr

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Mayors Court at Madraspatanam

Between Fazill Cawn by his Trochem Ame Luna Venkata Rutnamma Chitty Complainant and Mamed Lael Defendant

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

Mahomed Cawn of Madras Doctor of Physick Aged 62 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was the 5th day of July 1760 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Comacopah who left a Note of the Name Title and Place of Abode of the said Mahomed Cawn 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 from his Infancy and the Defendant Eight Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that the Defendant did tell him this Deponent that Corona Bibbee Widow of Ismael Cawn had Mortgaged her House to him the Defendant for five Hundred Pagodas part of which Sum he paid her and saith that he this Deponent asked the said Canah Bibbee if she had Mortgaged her House to the Defendant and she Replied that she had and this deponent further saith that the Defendant asked him this Deponent if the House belonged to the said Canah Bibbee and that he this Deponent told him that as Widow to Ismael Cawn it did, upon which the Defendant paid her the Remainder of the five Hundred Pagodas and she delivered him up the Bill of Sale of the House and more saith not to this Interrogatory

3d ..... To the fifth and last Interrogatory this Deponent saith not to any particular Question enquired of him this Interrogatory

Mahomed Cawn

Examiner

Interrogatories to be Administered to such Witnesses as shall be produced sworn and examined on the part and behalf of the Defendant in a Certain Cause wherein Fazill Cawn by his Trochem Ame Luna Venkata Rutnamma Chitty Complainant and Mamed Lael Defendant

To all the Witnesses

1st ..... Do you Know the parties Complainant and Defendant in this Cause

If Yes how long have you so Known them or either and which of them Dollars?

2d ..... Do you Know or do you not Know who took Charge of the Effects of the Cawder Cawn deceased Ismael Cawn after his Death if yea who, and who translated and does Mahomed Cawn now transact the Affairs of the said deceased and by what Authority did you

Translate of an Obligation gave by Ismael Cawn to Bawnda Cotta & Bawnd Chitte

Madras this 7th day of July 1755 I Ismal Cawn of Gubjee the Son of Moodo Cawn do hereby Acknowledge to owe this Obligation to Bawnda Cotta Bafrapah Chitty having Borrowed and Received of them the Sum of One Hundred and Ninety Seven Pagodas Three fanams one fanam Current of Madras Payable on Demand at the Rate of Ninety Pond Gs Annum

Witness
Ismail
Morrialloe Dashw

Drawn by

A true translation from the Original as Near as Can be by Canoopeah Swam
Interpreter for the George 16th April 1760

D Greenslade
Attorney for the Complainants

Translate of an Obligation gave by Sundry Inhabitants of Madras to Ismael Cawn

The 21st day of June in the Year in the Year of Our Lord 1755
Inhabitants of Madras Aowchallum Ballbedraya, Comboy Pedo Bawn
Cotta Bafrapah Chitty Gundavaddy Nemeday Pobre Chitty, Sana Vencatty
Chitty Bawbanna Chitty Mandrapauda Venkatty Chitty, Pobre Yeagapa
Chitty, Paunchevenum Permaul Chitte, Nawmalla Vencattachellum Chitte
Yamundy Moallah Muddiall Chitte, Paupyah Cachie Vencatty Narraine
Chitte Equity Comman &c All these wrote and gave this Obligation to Ismael
Cawn of Gubjee on this Account Ismael Cawn of Gubjee is Indebted to us but as
he has no money here, His Money being all at Bengall We Requested of us
to Write and give him this Obligation, on this Condition, That upon my now
go to Bengall and send us Down by our Money and also your Account at
Bengall if you do not send us our Money upon Sight shall sell your Effects
that are here and Satisfie us with the same and if on Case any Ballance
should be Due they must be Answerable to Us, With our Consent, We gave this
Obligation &c

Aowchallum Ballbedraya
Sana Vencatty Chitty
Paunchevenum Permaul
Comboy Comaul
Yargapah

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1611

and saith that the said Mookaim Cawn is now dead _____
_____ and that Fingell Cawn is Now Injuded and Entituled the Heirs
of the said Esmael Cawn deceased and More saith Not to any Particulars
Question enquired of Sundries or the last Interrogatory

Matt Claake
Examiner

Mahomed Hosub

Translate of an Obligation gave by Esmael Cawn to Paupah Cachee Condapah Chitty

This 18th day of May 1754 I Esmael Cawn of Gingee
Acknowledge to give this Obligation to Paupah Cachee Condapah Chitty on
Account of one Bulee of Rubees in Value three Hundred and two Pagodas
payable in one Month and fifteen Days in default of which I promise to
pay Interest thereon at the Rate of 9 p Cent p Annum and Payable on
Demand

Witnesses
Chinee Chettee
Nell a Pandue
Annuel Pandue

Drawn by Coneaply Pushnah

A True Translation from the Original as Near as can be by Conacapah
Sworn Interpreter Fort St. George 16th April 1760

P. Dp Greenslade
Attorney for the Complainant

Translate of an Obligation gave by Esmael Cawn to Sana Venkatty Krishnan Chitty

This first day of July 1758 I Esmael Cawn of Gingee acknowledge to
gave this Obligation to Sana Venkata Krishnan Chitty for the Sum of One Hundred
and forty one Pagodas and a quarter at the Rate of 9 p Cent p Annum Do payable
on Demand and any other Demands that he produce to Mahomed
Witnesses
Mooral the Packe
Permacel

Esmael Cawn

Drawn by Mootakaro Pushnah

2

name anyone his Heir except of his Decease but that agreeable to the Laws of his Cast his Sons were his Heirs, that their Names were Abrahim Cawn and Fazell Cawn and saith that Abrahim Cawn is since Dead and further saith that the said Fazell Cawn is Now Reputed and Esteemed the Heir of the said Ismael Cawn and more saith not to any Particular Question enquired of him on this or the last Interrogatory

Matt Clarke
Examiner

Ismael Cawn

Mayor's Court at Madraspatnam

Between Fazell Cawn by his Brother and Guardian Mapah Chitty Complainant and Mamah Lal Defendant

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

Mustapah Boy of Madras Merchant Aged 60 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 25 day of August 1760 Sworn at the Office of Mr John Palmer Attorney for the Complt and by Comacapah who left a Note of the Name Title and Place of Abode of the said Mustapah Boy 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 Complain= =ant 40 Years and the Defendant 30 Years or thereabouts

2 ..... To the Second Interrogatory this Deponent saith that he knew Ismael Cawn Deceased and was acquainted with him thirty Years and saith that he knows of his Departure to Bengal that it is about five Years Past and further saith that the said Ismael Cawn at his departure for Bengal had Name his Sons Abrahim Cawn and Fazell Cawn his Heirs except of his Decease and saith that the said Abrahim Cawn is since Dead and that Fazell Cawn is Reputed and Esteemed the Heir of the said Ismael Cawn and further saith Not to any Particular Question Enquired of him this or the last Interrogatory

Matt Clarke
Examiner

The Mark of
Mustapah ⅄ Boy

Mayor's Court at Madraspatnam

Between Fazell Cawn by his Brother and Guardian Mapah Chitty Complainant and Mamah Lal Defendant

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

Ramnah Kistnah 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 11.
day of August 1760 sworn at the Office of Mr. John Palmer Attorney for the
Defendant by Coracapa who left a Note of the Name Title and Place of Abode
of the said Ramah 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 known the Complainant
from his Infancy but has no Knowledge of the Defendant

2d
4 ..... To the fourth Interrogatory this Deponent saith that he is acquainted with the
Hand Writing of one of the Persons who Signed the Paper now produced to him
and is marked N° 8 that he knows the Signing of Balaboadrah that he this
Deponent has frequently seen him Sign his Name and saw him Sign the said
Paper marked N° 8 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
Examiner

Ramnah Kistnah

Mayor's Court at Madraspatnam

Between Pazel Canon by his Proctor Amc Sivaramapah Chetty Complainant and Manoel Leal Defendant

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

Venkanah of Madras Merchant Aged 21 Years or thereabouts being produced
as a Witness on this Cause on the part of the Complainant was on the 18 day of August
1760 sworn at the Office of Mr. John Palmer Attorney for the Defendant by Coracapa
who left a Note of the Name Title and Place of Abode of the said Venkanah 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
Parties Complainant and Defendant in this Cause

4th ..... To the fourth Interrogatory this Deponent saith that he is Acquainted with
the Hand Writing of one Person who has Signed the Paper now shewn to
him marked N° 8 that he knows the Hand Writing of Bulwanapah Chetty
as he has often seen him Writing and saw him sign his Name and this
deponent more saith Not to any particular question enquired of in this or the last Interrogatory

Mad Clarke
Examiner

Venkanah

Ismael Cawn of Madras Merchant deceased and was Acquainted with him ten Years and saith that the said Ismael Cawn had at the time of his Death by Mahommedan one Son whose Name was Phasell Cawn and that he is now Living and this Deponent further saith that according to the Laws and Customs of the said Ismael Cawns Cast the said Phasell Cawn is now Reputed and esteemed the Heir of the said Ismael Cawn Deceased and further this Deponent saith that he knows of several Creditors of the Deceased Ismael Cawn and saith that the said Phazel Cawn is Authorized and is the Person to whom the said Creditors should apply for payment and saith that he this Deponent imagines the said Estate is Indebted upwards of two thousand Pagodas and more saith not to this Interrogatory.

To the fourth Interrogatory this Deponent saith that he is Acquainted with the Writ Sana Venkata Chetty, Punchenum Permall Chitty, Coperlu Canayah Yagapah Chitty, Gundeveddy Venkaty Ramma h Chitty, Naga Chitty, Moothaliy Yanada Mullah and that he saw Pauyah Casha Narain make his mark and further saith that he this Deponent was Concerned to the said Samuel Cawn who sent him this Deponent to get the said Paper N° 2 Signed by the above mentioned Persons and more 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
Examiner

Khabeapullah

Mayor's Court at Madraspatnam

Sana Ramanapa h Chitty Complainant & Manuel Saal Defendant

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

Marriallee Dasha 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 11th day of August 1760 sworn at the Office of Mr John Palmer Attorney for the Defendant by Canaya who left a Note of the Name Title and Place of Abode of the said Marriallee Dasha and afterwards on the same Day being sworn and Examined deposeth as follows

To the first Interrogatory this Deponent saith that he has known the Complainant from his Infancy but has no knowledge of the Defendant

Mayors Court at Madraspatnam } Between Fazell Cawn by his Pochan Amy Lawe Ruwanajah Chetty Complainant and Manoel Leal Defendant

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

Mahomed Jaffar of Madras Merchant Aged 112 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 4th day of August 1760 Sworn at the Office of Mr. John Palmer Attorney for the Defendant by Consent who left Copie of the Name Title and place of Abode of the said Mahomed Jaffar 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 from his Infancy but has no Knowledge of the Defendant .....

2d ..... To the Second Interrogatory this Deponent saith that he was Acquainted with Ismael Cawn of Madras Merchant deceased and was Acquainted with him thirty Years and saith that the said Ismael Cawn had at the time of his Decease by Mattrimony One Son who is still living and is named Fazell Cawn and that According to the Laws and Customs of the said Ismael Cawns Cast the said Fazell Cawn is Appointed and Estamed the Heir of the said Ismael Cawn deceased and this Deponent saith that to his Knowledge the said Ismael Cawn has many Creditors and that the said Fazell Cawn is Authorized and is the Proper Person to whom the Creditors should apply for Payment and further this Deponent saith that he cannot form any Judgement how much the said Estate is Indebted Andsomore 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 .....

Mah Clarke Examiner

Mahomed Jaffar

Mayors Court at Madraspatnam } Between Fazell Cawn by his Pochan Amy Lawe Ruwanajah Chetty Complainant and Manoel Leal Defendant

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

Hussain Cawn of Madras Merchant Aged 110 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the

the

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part of the Complainant in a Cause wherein Lazell Cawn by his Brother Ammy Sana Ramanapa Chitty of Madras Merchant is Complainant and Manuel Leal of Madras Merchant Defendant

Inprimis ... 1st ... Do you Know the Parties Complainant and Defendant in this Cause or either and which of them If Yea how long have you so known them or either and which of them Declare ... —

Abdulla Ayee ... 2d ... Do you Know or were you Acquainted with Ismael Cawn of Madras Mahomed Jaffer Merchant Deceased If Yea how long was you so Acquainted with him had or had Hussain Cawn not the said Ismael Cawn at the time of his Decease by Matrimony any Male Veshapullah Children If Yea who were they or what were their Names If or is not any of the Mahomed Ayeem Male Children of the said Ismael Cawn deceased living at the time of the said Mahomed Yusuff Ismael Cawn, If Yea who or which of them who is Now Reputed or Esteemed according to the Laws and Customs of the said Ismael Cawn's Cast the Heir of the said Ismael Cawn Deceased Do you Know of any Creditor of the said Ismael Cawn deceased If Yea who is Authorized or to whom are the said Creditors to Apply for Payment and how much Do you Imagine the said Estate is Indebted Declare all you Know touching the matters now Enquired of You with your Reasons for every Particular so Enquired ... —

Aunee Chitty No 3 ... 3d ... Did you Know or were you Acquainted with Ismael Cawn Marallé Pashi No 1 & 7 deceased If Yea are you Acquainted with the Hand Writing of the said deceased Punchenumrasamy Ismael Cawn how came you so Acquainted with it Look upon the Cadjan Obligation now Permal Chitty No 5 Produced and shewn to You in whose Presence it was the same Signed and Executed Aumenda Chitty No 6 and by whom ... —

Ramah Krishna ... 4 ... Look upon the Paper now shewn to you Marked No 8 Soubiah Do you or do you Not Know or Are you Acquainted with the Character or Kind Cencamiah Writing of the Names Signed to the said Paper If Yea which and how came Veshapullah you so Acquainted with the same and whose Signing are you so Acquainted with Declare all you Know touching the matter now Enquired of you with your Reasons at Large ... —

Solgurach Jacob ... 5th ... Were or were not the Premises now in Dispute between the Complainant and Defendant in this Cause Mortgaged to you, If yea by whom was the said Premises Mortgaged to you was or was Not the said Mortgage discharged If Yea when was such Mortgage Discharged at what time &c particularly

Maria Anna 6th What Trade or Occupation are you, Did you or Did you Not ever know Ismael Cawn Deceased, If Yea in what Capacity, Do you Know of any Male Children of the said Ismael Cawn Deceased If Yea what are their Names and when was the time of their Birth Are or are Not any of the said Male Children

Now

Read and filed
the 18 March 1760

The Rejoinder of Manoel Lal of Madras
Writer Defendant to the Replication of
Hazell Cawn by his Brother Anoy Lana
Vencata Rastrama Chetty Complainant

This Defendant now and at all times hereafter saving and
Reserving to himself all and all manner of benefit and advantage of Exception to the
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 he does not allow the said Hazell Cawn to be the
Lawfull Son and Heir of Ismael Cawn Deceased but that Cunnah Bibbee the Widow
of the said Deceased Ismael Cawn is the Sole and only Person as set forth by this Defendant
in his Answer to the Replyants Bill of Complaint Consequently the said Cunnah
Bibbee had an undoubted Right to Mortgage sell or dispose of the Mortgaged Premises
or act in her Husband's Affairs as she thought Proper nor was there any Objection
made to the said Premises being Mortgaged to this Defendant untill this Defendant
obtained a Decree from this Honble Court for the Sum lent on the said Mortgaged
Premises although the said Premises had been Mortgaged to this Defendant upwards
two Years during which time the said Lana Vencata Rastrama Chitty never mentioned
that the said Hazell Cawn had any Right to the said Premises all which this
Defendant Conceives must convince this Honble Court of the Truth of this Defendants
Assertion in his Answer that the said Lana Vencata Rastrama Chitty has produced
an Infant as a Cloak to his Unjust Proceedings This Defendant has already admitted
that he Quitted Claim to a House which the said Cunnah Bibbee Mortgaged to
him as he is convinced that the Sister in Law of the said Bibbee had a Writing
from Under the hand of the said Ismael Cawn but made over to her the said House
but this Defendant Conceives that having delivered up the said Premises does not
in the least lessen the Authority the said Cunnah Bibbee had to Mortgage the
other House and as a proof that the said Cunnah Bibbee is Heir to the said
Ismael Cawn Deceased the said Cunnah Bibbee sold part of the Ground belonging
to the House which this Defendant Vested of the said Cunnah Bibbee to one Nagapah
Chitty of this place Merchant which said House was Mortgaged to one Gerack
Jacob an Armenian Merchant of this Place who filed a Bill of Complaint in
this Honble Court against the said Cunnah Bibbee who after having satisfied
the said Gerack Jacob the said Gerack Jacob withdrew his suit from this
Honble Court which Circumstance this Defendant Conceives could Not have
happend without the said Lana Vencata Rastrama Chitty the said Hazell Cawn

this life) about five years ago in Calcutta and the Creditors if there had been any ought to have applied themselves to the Wife and Heirs of the said Ismael Cawn and not have permitted the said Cunnah Bibbee to Mortgage or enjoy the Effects of the said Ismael Cawn which Circumstance alone must convince this Honble Court that the said Ismael Cawn is not indebted as set forth by the Complainant and that there is the Greatest appearance of Artifice in the said Sana Vencata Chetty in producing an Infant as a Pretence for his unlawfull Proceedings as being one of the Heads of the Malabar Cast in order to get the Mortgaged Premises in his Posession Nor can this Defendant admit that the said Fazel Cawn is the Son or Lawfull Heir of the said Ismael Cawn as this Defendant is well Assured that the said Cunna Bibbee is the Person who is the Lawfull Heir and in case the Complainant has any Claim it must be on the said Cunnah Bibbee who take Charge of the Effects of the said Ismael Cawn and not this Defendant and this Defendant further begs leave to acquaint this Honble Court that he enjoyed the Mortgaged Premises upwards two Years unmolested All which Matters and things this Defendant is Ready to aver maintain and prove as this Honble Court shall Direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully sustained

Manoel Leal

Johan Palmer
Attorney for the Defendant

Read and filed
the 19th February 1760

The Replication of Fazell Cawn by his Fraction Ami Sana Vencata Chetnanna Chetty Complainant to the Answer of Manoel Leal Defendant

This Repliquant now and at all times hereafter saving and Reserving to himself all manner of Benefit and Advantage of Exception to the many Errors Untruths Imperfections and Insufficiencies in the Defendants said Answer contained for Repliquation thereunto saith that all and singular the matters and things in this Repliquants 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 Repliquant further saith that he this Repliquant is the Lawfull Son and Heir of Ismael Cawn Deceased as already set forth in this Repliquants Bill of Complaint and this Reply and Does not in the least Doubt but he will be able to prove to this Honble Court that Cunnah Bibbee had no More Right to Mortgage the Premises now in Dispute than she had to Mortgage the House which this Defendant in his Answer Admits of having Publick Claim to being Convinced that the said Cunnah Bibbee had no Authority to

more fure again Required and Interrogated and be Decreed to pay or deliver up
unto your Orator the Mortgage Obligation of the said House the Property of your
Orator as aforesaid and likewise not to Molest your Orator in the Quiet Possession
of the same and moreover that all Proceedings that may Effect the Mortgage
Premises in Consequence of a Decree passed the 17th Instant in the Cause of the said
Manoel Leal against the said Cunnah Bibbee may be Stopped until the Issue
of this Cause and that the said Manoel Leal may be obliged to pay all Costs of
this Suit

May it Please this Honble Court to cause the
said Manoel Leal to be Summoned and Required by the Sheriff of Fortstaint
George Town of Madraspatnam and districts thereof personally to be and appear
at a Certain time and place to be by this Honble Court prefixed and appointed
then and there to Answer this your Orator's Bill of Complaint and further to stand
to and abide such Order and Decree therein as to this Honble Court shall seem
Meet

P. Greenslade
Attorney for the Complainant

Sur: in: Cur
the 29th January 1760

The Answer of Manoel Leal of Madras
Writer Defendant to the Bill of Complaint of
Pazell Canon by his Trochun Amy or best friend
Sanna Vencata Chetty

This Defendant now at 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 said Bill Contained for
Answer thereunto or unto so much thereof as this Defendant is Advised doth
Concern him to make Answer unto he this Defendant Answereth and saith
that he Admits that he has Obtained a Decree from this Honorable Court
against one Cunnah Bibbee for the Sum of Four Hundred Pagodas on two Houses
as set forth by the Complainant but not on a Pretended Mortgage as the Complain-
ant has unjustly set forth This Defendant admits that he has quitted Claim to
one of the said Houses as he is Convinced that the said Cunnah Bibbee had
no Authority to Mortgage the same but as to the other House the said Cunnah
Bibbee as Widow and Heiress of Hamad Cauw deceased had an undoubted Right
to Mortgage it to this Defendant but in order to set this Cause in the Clearest
Light this Defendant begs leave to Acquaint this Honble Court that about three

Years

I Pegue Tengapah Chitty of Madras Merchant do hereby for me my Heirs Executors Administrators and Assigns transfer and make over unto John Parby of the same place Merchant his Heirs Executors Administrators and Assigns all my Right and Title to the Sum of One Hundred and fifty Pagodas the Ballance of the above Mortgage Obligation with the Interrest thereof due to me from Coorova Butan for his Interrest Nos of Land for the Sum of One Hundred and thirty three Pagodas Payable to me or Order six Months from the date hereof In Witness Whereof I have hereunto set my Hand in Fort St George the 10th Day of September 1763

Witness

Mayors Court at Madraspatnam

Tuesday the 27 day of September Anno Domini 1763

Present

John Debonnaire Esquire Mayor
Claud Russell, Peter Manaike
Thomas Powney & Thomas Pelsall
Aldermen

Between John Parby of Madras aforesaid Complainant and Coorova Butan also of the same place Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of One Hundred and fifty Pagodas / Pagodas 150 / together with such Interest as More is or shall hereafter become due thereon / according to the Tenour of the Obligation sued for / also all Costs of this Suit

Mayors Court

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Mayors Court at Madraspatnam

Tuesday the 2d day of August Anno Domini 1763

Present

John Debonnaire Esquire Mayor
Peter Marsette Thomas Bowrey &
Thomas Thelsall Aldermen

Between Charles Smith of Madras Merchant Complainant and Coobar Dose also of the same Place Merchant 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 Obstenately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of three Thousand Pagodas / Pagodas 3000 - - / together with all such Interest as Now is or hereafter shall become due thereon untill full Payment is made according to the tenour of the Obligation sued for / also all Costs of this Suit

Four

Read and filed 20th September 1763

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court that your Orator John Farley of Madras aforesaid Victualler That Whereas Gowrara Battan of the same place Merchant stands indebted to your Orator in the full and just Sum of One Hundred and Fifty Pagodas Currency of Madras exchang on Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty Pounds or thereabouts on Ballance of his Notes Obligation on

May it please this Honble Court to Cause the said Chooley Shashiah, Buggaroosa Moodu Chitty, Madongeroomaun Armogapilla, Chinnava Chitty and Muny Veneu Chitty 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

The Within Named James May having made Oath before Me to the truth of the Within Demand Sd a Warrant of Sequestration Issue according to the Order of Court. 21 January 1763 before Me

Archdale Palmer
Attorny for the Complainant

John Delmondine
Mayor

Mayors Court at Madraspatnam

Tuesday the 26th day of July Anno Domini 1763.

Present

John Debonnaire Esquire Mayor
Abraham Browne, James May &
Thomas Theobald Aldermen

Between James May of Madras Merchant Complainant and Chooley Shashiah Buggaroosa Moodu Chitty, Madongeroomaun Armogapillah Chenna Chitty and Muny Veneu Chitty also of the same Place Merchants Defendants

Appearing by the Records of this Court that the Space of Six Months the Same Limited by his Majestys Charter is Elapsed since the Return of the Warrant of Sequestration Issued against the Defendants Effects and that the Defendants hath not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall Pay unto the Complainant the full and Just Sum of One thousand and Thirty Pagodas 1030 Pagodas Together

Suits of Samuel Moses Executor to the Last Will and Testament of Levi Moses Deceased
and James Calvenier

Ordered that they be Summoned to Appear before this Court the 20th Instant, that this
Court may be informed whether they have any Objection to the House being
Delivered over to the Mortgagee

20th December 1763

Samuel Moses Executor to the Last Will and Testament of Levi Moses Deceased and
James Calvenier appear in Court Agreeable to their Summons and being
asked if they have any Objection to the House of Moolah Pillah sometime since
attached by this Court at their Suit / being Delivered Over to Sundarroo Ragoo Chetty
and Vesiey Viragoo Chittee who have since Produced Mortgages on the same they
Requested the Court they might be Superseded Order

Ordered that the Sheriff be directed to take his Seals off the said House

Fort Saint George 28th October 1763.

Attested to be true Extracts from the Registry of the Mayor's Court at
Madraspatnam

P Dan.l Mor.s Reg.r

Mayor's Court
at
Madraspatnam

L.S

Mayor's Court

Tuesday the 19th day of July
Anno Domini 1763.

Present

John Delavaire Esquire Mayor
Peter Marieble, Thomas Brown
& Abraham Bromine Aldermen

Between the Farley of Madras Victualler
Complainant and Gundaveddy Pillambra also
of the same place Merchant Defendant

The Demurrer and Joinder coming on to be Argued this day
in the Presence of the Defendant and of the Attorneys on both Sides, the Reading the
Complainants Bill with a translate of an Obligation and Copy of a Bill of Sale
Annexed

the Sum of five Hundred Pagodas and a Waist Band Wrought with Gold which said
latter Tenement the said Venny Virago Chitty Mortgaged unto Gundaveddy Vencata
Rama Chitty the father of the aforesaid Gundaveddy Pellamba the Defendant for
the Sum of five Hundred and Thirty Pagodas which Sum the said Venny Virago Chitty
Received under the Name of an Armenian The said Venny Virago Chitty made known
unto the said Gundaveddy Pellamba Vencatrama Chitty that the Bill of Sale for
the Tenement of One Hundred and twenty five feet in Length and twenty six feet
in Breadth was Mortgaged unto the Transferrer Ragoo Chitty

The said John Parley saith after the said Gundaveddy
Vencatrama Chittys House Situated in Black Town was taken down by Order
of the Honble Company he wanted to Remove to the said Mootapillahs House
which was Mortgaged to the aforesaid Gundaveddy Vencatrama Chitty but as
the Keys were in the Hands and Possession of the transferrer Ragoo Chitty the
said Gundaveddy Vencatrama Chitty Applyed to Robert Orme Esquire to be
Redressed the said Transferrer Ragoo Chitty produced to the said Robert Orme
the said Mootapillahs House Bill of Sale and Mortgage Bond with the
Extracts of the Proceedings in the Honourable the Mayors Court and the said Robert
Orme was Satisfied of the transferrers Right to the said House the said Robert
Orme ordered the said Gundaveddy Vencatrama Chitty to dwell in the said House
as he had then no House to dwell in and Arbitrators were Accordingly appointed
that is to Say Cuncaramah Chitty and Maneawaseen Mootu Chitty to Settle the
Rent which the said Gundaveddy Vencatrama Chitty should pay to the transferrer
and the Town Conceeply draw out Bonds of Award which was Executed by the
said Gundaveddy Vencatrama Chitty and the transferrer whereupon the said
Arbitrators Examined the said Venny Virago Chitty the Mortgager of the said
House unto the said Gundaveddy Vencatrama Chitty who declared to the
Arbitrators that the said Bill of Sale of the other Tenement of the said House was
Mortgaged by the aforesaid Mootapillah unto the transferrer

The said John Parley saith that the transferrer frequently
Applyed to the Arbitrators to Settle the House Rent which the said Robert Orme
had directed which the Arbitrators Referred and Neglected the transferrer therefore
on his Return from the Country after the Siege of Madras applyed to Samual Ibbey
Esquire who Ordered Anandarry Pillah Tolly Chitty Vencata Sheshnah Naick
Moota Rapah Vencatashellum and the Town Conceeply to Enquire and Settle
the Price of the Rent to be paid the transferrer which last Abovenamed Arbitrators
Met for that Purpose but the Decease of the said Gundaveddy Vencatrama
Chitty and one of the Arbitrators the Rent was left by the Survivors unsettled.

Rent

Know all Men by these Presents that I Codambaucum Sheveranna Pillah for and in Consideration of the Sum of Forty five Pagodas to me in hand paid by Vendaloor Mootapillah Have by these Presents Bargain and Sell unto the said Vendaloor Mootapillah a House and Ground in the Pedda Naigues Pulla in Geredah Street between the Houses of Vencadadree Pillah and Aucah Vencatapilly in Length one Hundred and twenty five feet and Breadth twenty Six feet To have and to hold the said House and Ground unto him said Vindaloor Mootapillah his Heirs and Assigns for ever Witness my Hand in Fort Saint George this third day of March one Thousand seven Hundred and thirty ——

Signed / Codambaucum Sheveranna Pillah

Nicy Morse
Franc Rous } Justices
James Hubbard
for the Chief Justice

Registered the 5th of December 1735
Ralph Mansell Reg.
Ralph Mansell Reg.

Read and filed
1st February 1763

Demurrer of Gundaswamy Pettambo of Madras Merchant to the Bill of Complaint of John Farley

This Defendant by Protestation not confessing or Acknowledging all or any Part of the Matters or things in the Complainants said Bill to be true in such manner as the same are therein and thereby Alledged Saith that he is Advised that there is no matter or thing in the said Bill of Complaint Contained Good and Sufficient in the Law to Call this Defendant to Answer in this Honble Court But that there is good Cause of Demurrer thereto, for Whereas the Complainant alledges in his said Bill that the Right of his Demand Appears upon a Reference to the Papers thereto Annexed Now upon an Inspection of the said Papers it does not Appear that the Matter thereof has any Connection with this Defendant whose Name is Not once mentioned therein Nor is this Defendant sued as the Agent of any other Person that is Interested therein

And this Defendant further Demurs to the said Bill as the Complainant has Exhibited to this Honble Court no transfer of his said Demand without which No Suit could in the Present Circumstances be Commenced against this Defendant by the Complainant For all which Causes and Imperfections In the said Bill of Complaint this Defendant Demurs in the Law thereto And will Abide by the Judgement of this Honble Court whether he shall

Court of Appeals at Madraspatnam } In

Friday 2nd July 1762

Between ..... Tewkeenath of Mott Saunty

David Merchant ..... Appellant

And ..... Francisco Lourey of Madras

Inhabitant ..... Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayors Court together with the Decree of the said Court Given in this Cause on Tuesday the 18th day of May Anno Domini 1762 and upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments Used by the Attorneys on both Sides The 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 and that the Appellants Petition be hence dismissed with Costs. ——————

John Wm Aldersey Chf of Appeals

Read and Filed
25th January 1763

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Farley of Madras aforesaid Victualler Wherein Gundaundy Pattamboo by Profession a Pagoda Chitty of Madras aforesaid aforesaid Merchant stands indebted unto your Orator in the full and just Sum of three Hundred Nineteen Pagodas fourteen Fanams and Sixty Cash or thereabouts Lawfull Money of Great Britain as well more fully and at large Appears by a Translate of an Obligation of Vendaloo Moolapollah Copy of Notary Bill of Sale of Coolambaucum Medawaram Pollah hereunto annexed for the Inspection of this Honble Court and which your Orator prays may be Admitted as part of this your Orators Bill of Complaint

And

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Day being Sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has no Knowledge of the Com-
=plainant but has Known the Defendant two Months or thereabouts

2d ..... To the third Interrogatory this Deponent saith that in the Months of April & May 1760
The Current Exchange of Parchment Billets at Pondicherry was 17 Rupees & Hundred
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

Henry Crawford
Jud Ex

Crayonie

Mayor's Court at Madraspatnam

Between Francisco Lavay Esq his Attorney &c.
Archdale Palmer Complainant and Lawrence Defendant

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

Martin Inhabitant of Madras Armenian Aged 38 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant on the 11th day of February sworn at the Office of Mr Archdale Palmer Attorney for the Com-
=plainant by Andrew Peter who left a Note of the Name Title and Place of Abode of the said Martin 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 but has Known the Defendant 1 Year or thereabouts

2d ..... To the third Interrogatory this Deponent saith that in the Months of April and May 1760 the Current Exchange of Parchment Billetts at Pondicherry was from 18 to 20 & 25 Rupees & Hundred and More saith not to this or the last Interrogato-
=ry

Henry Crawford
Jud Ex

Martin de Nicholas

To Cuddalore Comrapa 2d

Was Cause of Yea how long have you so known them or either and which of them Declare
Was you or was you not sent by the Complainant to the Defendant a
little before Pondecherry was taken by the English, if Yea; at what time and on what
Account was you sent, Was you or was you not Present at the Agreement betwen the
Complainant and the Defendant if yea what was the said Agreement relating to
the french Parchment Billets Did you or Did you not hear the Defendant Agree to
Return Parchment Billets, for Parchment Billets if yea Declare?

To Dedier 3d Do you or do you not Know the Current Exchange of the French
Croyere Parchment Billets at Pondecherry in the Month of April and May in the Year of
Martin Our Lord One Thousand Seven Hundred and Sixty If Yea what was the Current
Exchange at that time, to your best of your Knowledge and Belief Declare?

To all the Witness 4. Do you Know of anything Material for the Defendant in this Cause if yea
Declare the same as if Particularly Interrogated

William Cranmore
Attorney for the Defendant

Mayors Court at
Madrasapatnam

Between Francisco Lainy by his
Attorney Mr. Archdale Palmer Complainant and
Tambeerah Defendant

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

Cuddalore Comrapah late of Pondecherry Coxcomply Aged 21 Years
or thereabouts being Produced as Witness in this Cause on the part of the Defendant
was on the 4th Day of February 1762 Sworn at the Office of Mr Archdale
Palmer Attorney for the Complainant by Comocapah who left a Note of the
Name Title and Place of Abode of the said Cuddalore Comrapah and after-
wards 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
& 1 Year and the Defendant 10 Years or thereabouts
2 To the Second Interrogatory this Deponent saith that he was sent by the Complainant
to the Defendant April 1760 Concerning some Parchment Billets that he was
not Present at the Agreement between the Complainant and the Defendant but
was sent twice by the former with two Billetts of 250 and 300 Pagoas to Cave
10 Days after this happened he the said Deponent delivered accordingly and about
Complainant to ask back the said Billetts of the Defendant which he the said
Defendant refused to give and bid the Deponents tell his Master the Complainant
that

Defendant but has known the Complainant about 7 Years

To the Sixth Interrogatory this Deponent saith that in December 1760 he Gave a Bill to the Complainant of 1150 Rupees for which the said Complainant returned him a Receipt at that time and in the Year 1761 the Complainant paid him the Amount of the Bill in Cash and Received back his Receipt from the Deponent and more saith Not to this nor to any Particular Question enquired of in the last Interrogatory

Henry Crawford Jun Esq^r

Charles Dorgt Blanden

Mayors Court at Madrasapatnam

Between Francisco Laury by his Attorney Mr Archdale Palmer Complainant and Burkarah Defendant

Defendat

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

Lourenco de Rozario late of Pondechery a Portuguese now residing at St Thome Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 6^th day of February 1762 Sworn at the Office of Mr William Cranwell Attorney for the Defendant by Andrew Peter who Interpreted the Name Title and Place of Abode of the said Lourenco de Rozario and Afterwards on the same Day being Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he has Known both the Complainant and Defendant about 20 Years

To the Seventh Interrogatory this Deponent saith that he Knows that the Defendant bought Goods at Outery at Pondechery Consisting of Silks and Cloths made up Women and Turks and Chints Callies Guzzies &c. that to the said Deponent paid Purchased Bills for the Goods Amounting to Rupees 1000 and that they were Received by Monsieur Denouil a Councellor at Pondechery in the Year 1759 - That the Defendant Did Borrow from the Complainant 1050 Rupees to Pay for the said Goods but cannot Recollect the time That the Reason of this Being Acquainted Herewith this Affair is because he was with the Complainant at that time Buying some Goods of him and more saith Not to this nor the last Interrogatory

Lorenco de Rozario

Henry Crawford Esq^r

Mayors Court at Madrasapatnam

Between Francisco Laury by his Attorney Mr Archdale Palmer Complainant and Burkarah Defendant

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

Mayors Court at
Pondicherry

Between Francisco Lawry Complainant and Andrew Peter Defendant

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

Dennoulen late Inhabitant of Pondicherry Aged 26 Years or Thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 6th day of February 1762 Sworn at the Office of Mr William Cranwell Attorney for the Defendant by Andrew Peter who left a Note of the Name title and Place of Abode of the said Dennoulen and Afterwards on the same Day being Sworn and Examined deposeth as follows

To the first Interrogatory this Deponent saith that he has no Knowledge of the Defendant but has known the Complainant 2 Years or thereabouts

To the third Interrogatory this deponent saith that he arrived at Pondicherry in April 1760 and Remained there the Loss of that Place that to his Knowledge the Government did Issue out Bills of Parchment, and that they were drawn out for such Sums of Money they wanted to pay with Interest at 12 p Cent when the said Bills should be returned to them and those that take such Bills sell them to different Persons for more or less than the Value of them; That after his Arrival at Pondicherry the Government being indebted to him 28 Months Pay being 280 Rupees he received Bills for the same and bought up a quantity of Goods with the whole Amount Consisting of Black Velvet and blown Silver Lace and on Selling them at Nagapatam he Gained 25 Rupees upon the whole

To the fourth Interrogatory this Deponent saith that to his Knowledge there was a Reward made against the Complainant before the Judge of the Police on Account of some Parchment Billets but by whom he Cannot Recollect that the Complainant Borrowed the Above mentioned Billets to pay Again at the Expiration of such a Time, but which he Refused to do Whereupon the Judge of the Police Ordered him to Pay in Ready Money the Bills at that time being of No Service as the Complainant would not sell any thing out of their Warehouse (which the said Complainant accordingly did) The Reason that he came to the Knowledge of this Affair is because he was Secretary to the Judge Aforesaid at that time) And more Saith Not to this or the Last Interrogatory

Henry Crawford Jad Ex

Dennoulen

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

To Monsieur Renaud — 2d ..... Of what employ or Occupation were you in the French Company's Service Was you or was you not at Pondicherry during your said Service If Yea when and at what years, was you or was you not acquainted with the Value of the French Company's Parchment Billets Issued in Lieu of Cash at Pondicherry aforesaid? If Yea what was the Genral and Esteemed value of such Bills during your Knowledge of them or for what value or Sum would such Bills Pass for, for the several Years you were so acquainted with such Bills, And how came you so Acquainted with the Value of such Bills or by what means? The whole Declare

To Mrs Dumolen — 3d ..... Was you or was you not ever at Pondicherry If Yea in what Years, Did you or did you Not ever Receive during your Residence there any Parchment Bills Issued by the Government there If Yea in what manner for what value did you Receive such Bills, Did you or did you not ever pass or pay away such or any of such Bills for Goods or any other Article If yea in what manner was such Bills taken in Payment or At what Value were they Paid for the whole Declare

4th ..... Do You Know of any Demand made Against the Complainant before the Judge of the Police of Account of Any Parchment Bills If Yea by whom was such Demand made what was the Amount of such Bills so Demanded and what was the Issue or Order of the said Judge concerning such Bills And when was such Demanded or in what Year Declare as also how you came Acquainted with the said Demand

To Mrs Joseph Arnon / Dela Lowe — 5th ..... Did you or did you not at any time Lend the Complainant any French Parchment Billets If yea when in what year and Month, and to What Amount were such Bills So lent the Complainant Did you or did you not Receive any Payment for such Bills If Yea in what manner was such Payment made you either by money or Bills of such Nature as you Lent Him And what Amount did you Receive of the Complainant in Payment thereof

To Charles Dwight / Blondeel — 6th ..... Did you or Did you not Borrow of the Complainant or any other any French Parchment Bills If Yea when in what Year and Month And when did you Satisfy the Complainant for such Bills so Borrowed of Him and in what manner did you so Satisfy the Complainant, either with Bills or Money what was the Amount in Bills that you Borrowed as Aforesaid And what was the Sum or Amount You Paid him the Whole Declare

To Laurence de Rozario / Sophia de Cumba — 7th Do You Know or Do you not Know of any Goods bought by the Defendant at Ostend at Pondicherry, If Yea what Sort or Sorts of Goods were so purchased by Him? Do you Know or Do you Not Know of any Parchment Bills being paid by

allow of as the Replyant seems desirous he should, this Defendant does again positively deny that he ever promised to Repay unto the Replyant one thousand and fifty Rupees, but on the contrary this Defendant agreed with the Replyant to Return Parchment Billetts instead of those Parchment Billetts this Defendant Borrowed from the Replyant, and it would be very extraordinary if this Defendant consented to pay the Replyant One thousand and fifty Rupees, when the intrinsick value of those Parchment Billetts is no more than fifteen and Seventeen for every Hundred imaginary Rupees, which makes Nine Rupees one Hundred and sixty two and a half, and Not One thousand and fifty Rupees as the Replyant has setforth in his Declaration this Defendant is much astonished at the Replyants bringing Suit this Defendant indebted unto him in the Sum of two Hundred and fifty Rupees which is a very Considerable mistake, for on the other hand the Replyant stands indebted the Sum of Eight Hundred and forty five and a half Rupees to this Defendant, All which matters and things this Defendant is Ready to Aver maintain and prove as this Honble Court shall direct and humbly Prays as on and by his said Answer he hath Already Prayed

Wm Cranwell Attorney
for the defendant

Interrogatories to be Administered to Cuddalore Commissioners & Witness to be produced Sworn and Examined on the part of the Complainant in a certain Cause wherein One Francisco Lauay now Residing at St. Thome and One Tombeerada of the same Place Merchant Defendant

1st ..... Do you Know the Parties Complainant and Defendant in this Cause If you know they have you so Known them or either and which of them declare

2d ..... Do you Know or do you not Know of any Such Company's Bills borrowed by the Defendant at any time in Pondicherry? If yes when or at what time as to the Year and Month was Such Bills Borrowed and to what Amount was such Bills? Do you Know or Do you not Know what the Defendant did with such Bills, or how they were Payed by him, or for what Real Value or amount were such Bills Payed by the Defendant? Do you Know or Do you not Know of any Goods bought by the Defendant from the Companys Magazine in Pondichery If yes When, and in what manner were such Goods Paid for, and by whom? Do You Know or Do you not Know of any Companys Bills paid by the Defendant for such Goods? If Yes at what Value were such Bills Received, and of whom

2d

would pay it whereupon this Replyant went to the Persons that lent this Replyant the said Sum of One thousand and fifty Rupees Parchment Billetts if they would Receive the value as aforesaid who Replyed that they wanted Parchment Billetts and not the value which Answer this Replyant sent by the said Cornish to the defendant, and the defendant returned for Answer again that he would pay the Parchment Billets provided this Replyant would send the defendant a Bond for the thousand Rupees this Replyant had Borrowed of the defendant upon a Mortgage of Jewells, this Replyant not perceiving the Intention of the defendant sent him the Bond for the said thousand Rupees according to his desire and the defendant Received the said Bond and promised in two or three days to send this Replyant the said Parchment Billetts of One thousand and fifty Rupees but instead of which the Defendant went out of Pondicherry without giving this Replyant any Satisfaction and this Replyant finding the defendant had made him such a Return for the good Offices done and not being able to bear any longer the Contempt Remarks of the People from whom this Replyant borrowed the said Parchment Billetts that he had lent the defendant this Replyant also saith that he sold some of his Jewells and other things to satisfy the said People for the said One thousand and fifty Rupees Parchment Billetts when the Exchange of the Parchment Billetts were then at seventy four p Cent And this Replyant has annexed hereto two translations of the Obligations for the Inspection of this Honble Court As to the defendants setting forth in his Answer that the Exchange of Parchment Billetts were then from fifteen to Seventeen p Cent this Replyant does not deny the same and moreover does Allow that they were were sold for One Rupee but this Replyant begs leave to inform this Honble Court that this Replyant did lend the said Parchment Billetts to the defendant and he did not sell them to the defendant to Receive the Amount of the same According to the Currency of the Place notwithstanding the defendant has paid the French Company the said Parchment Billetts for Real Rupees the defendant did likewise Profit by the Goods he bought so that he the defendant did gain Considerably by it and this Replyant further saith that if the defendant at the Expiration of Two Months had Returned to this Replyant the said Billetts he might have delivered them to those from whom he Borrowed them but now they Can be of no manner of Service to him. A Month after Pondicherry Surrendered to the English Army this Replyant went to Cuddalore in Order to find the defendant and after a great deal of trouble and Expence for discovering him this Replyant was told that the defendant was in Negapatore when this

Replyant

Dr. Francisco Saury to Fonblanque Cr.

1759						1759					
May	1	To Cash lent you as P Bond	1000	"	"	August	31	By Cash Received from you on Account of your Bond	200	"	"
1761											
May	31	To Cash for the Interrest on your Bond for 2 Years and 1 Month at 12 P Cent P Annum	250	"	"	May	31	By the Interrest on ditto for 1 Year and 9 Months at 12 P Cent P Annum	142	"	"
						1760					
						April	30	By Parchiment Bills which is imaginary Rupees 250 their intrinsick Value being only 17 P% as the imaginary Rupees being Lessened no more at said time consequently according to the Current exchange of that time will make only Real Rupees	42½	"	"
						May	31	By Ditto 800 imaginary Rupees at 15 P% make	120	"	"
									304½	"	"
								By Ballance	845½	"	"
Rupees			1205	"	"			Rupees	1205	"	"

Port Saint George the 31st of May 1761
Errors Excepted
F Fonblanque
Accomptt

the Parchment Billetts for the Complainant but this Defendant the Parchment Billetts on the Year of Our Lord One Thousand seven Hundred and Sixty, and not on the Year of Our Lord One Thousand Seven Hundred and fifty Nine, as the Complainant saith the Parchment Billetts on the Year of Our Lord One Thousand seven Hundred and fifty Nine being as high as thirty p Cent and on the Year of Our Lord one Thousand seven Hundred and Sixty no more then fifteen and Seventeen p Cent this Defendant further saith that the Complainant sent his Comcopy to this Defendant about two Months after this Defendant had Borrowed the Parchment Billetts from the Complainant and demanded the Parchment Billetts again or others in their Place of them upon which this Defendant told the Complainants Comcopy that of his Master the Complainant would pay this Defendant One or two Hundred Rupees on part of the Bond that this Defendant had against the Complainant and that this Defendant would purchase Parchment Billetts and Return the Complainant the like value in Parchment Billetts again the Complainant sent Word to this Defendant that he had not at Present Money to pay this Defendant nor did he the Complainant want his Parchments Billetts till the Arrival of the french fleet this Defendant saith some Months afterwards the English Army invested Pondicherry that this Defendant and the greatest part of the Blacks inhabitants were turned out of Pondicherry by Monsieur Lally and that this Defendant went from thence to Cuddalore which was the first Place this Defendant saw the Complainant after they were Ordered from Pondicherry by Monsieur Lally this Defendant desired the Complainant to pay this defendant in an Amicable manner the Ballance of his Account the Complainant not Giving this Defendant a Satisfactory Answer this Defendant applied to Mr Whitehill who was Resident at Cuddalore at that time Mr Whitehill hearing both parties ordered the Complainant to pay this Defendant his Ballance and that this Defendant do Return the Complainant the Parchment Billetts which this Defendant Received from the Complainant or others in their Place or Use to Reduce the Value of the Parchments Billetts from the Ballance of this Defendants Account Current and this Defendant to Deliver to the Complainant the Jewells that the Complainant lodged with this Defendant as this Defendant had taken the Jewells the Complainant speaks of as a Security for this Defendants Money as well as the Complainants Bond, the Complainant not Obtaining this Reception of Mr John Whitehill immediately Repaired to Madras and applied to this Honble Court for Redress this

Defendant

Jur in Cur
7th July 1762

The Answer of Pawhoorah Moreland
Now Residing at Madras Defendant
to the Bill of Complaint of Francisco
Lawy now of Madras ——————

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 untruths in the said Bill contained for Answer
thereunto or unto so much thereof as this Defendant is advised doth
materially concern him to make Answer unto He this Defendant answer
eth and saith He is not indebted to the Complainant in the Sum of two
Hundred and fifty Arcot Rupees nor any other Sum whatever but to avoid
to this Honble Court the Salicity of the Complainants demand this
defendant maketh Answer that the Complainant Francisco Lawy is indebt-
ted to this Defendant in the full and just Sum of Eight Hundred and forty
five and a half Arcot Rupees making in Sterling Money of Great
Britain at the Rate of two Shillings and three Pence for every Rupee or
thereabouts will Amount to the Sum of Ninety four Pounds two Shillings
and four Pence half Penny as will appear more fully and at large by
an Account Current hereunto Annexed to which this Defendant most humbly
Refers and prays the same may be Admitted as part of this defendants
defence, This Defendant further sheweth that the Complainant borrowed
from the defendant the Sum of One thousand Arcot Rupees on the first
day of May in the Year of Our Lord One thousand seven Hundred and
fifty Nine and that the Complainant did give his Bond to this Defendant
for the said Sum of One thousand Arcot Rupees and Allowing this
defendant twelve p Cent Interrest p Annum for the said Sum of One
thousand Arcot Rupees the Complainant in his Account Current saith
he Borrowed this Sum of One thousand Arcot Rupees from this Defend-
ant on the twenty fifth day of March in the Year of Our Lord One
thousand seven Hundred and fifty Nine this being One Month and
Six days before the Commencement of the said Bond which will more
fully appear upon Reference being had thereto, this defendant saith
the Bills the Complainant has Indebted this defendant for are
Parchment Billets which the defendant Borrowed from the Complainant
this defendant Promised the Complainant that he would Return
Parchment Billets in their Place Again upon these terms the Complain.

Cost

this Court by the Attornies on both sides, upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the seventh day of September Anno Domini 1762 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 and that the Appellants Petition be hereby dismissed and that the Appellants do pay all Costs of this Appeal.

Fleur W.m Hedges Esq.r Agent

Read and filed
the 19th May 1763

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Francisco Xavay of Madras Inhabitant that Sowcarah of Fort Saint David Merchant stands indebted to your Orator in the full and just Sum of two Hundred and fifty Arcot Rupees making in Sterling Money of Great Britain at the Rate of two Shillings and three Pence for every Rupee will Amount to the Sum of twenty Eight Pounds two Shillings and Six Pence or thereabouts and further stands indebted to your Orator in the full and just Sum of One Thousand Arcot Rupees on Account of a Parcell of Jewells that your Orator had Mortgaged to the said Sowcarah in the Month of March in the Year of Our Lord One Thousand Seven Hundred and fifty Nine as will appear more fully and at large by an 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 And your Orator further shew unto this Honble Court that he has frequently and in an Amicable manner demanded Payment of the aforesaid Sum of two Hundred and fifty Arcot Rupees and likewise of the Jewells or One Thousand Rupees from the said Sowcarah But now so it is May it Please this Honble Court the said Sowcarah 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 Agreable to Equity and Good Conscience To the End Therefore that the said Sowcarah may upon his Corporal Oath a true and Perfect Answer make to all and Singular the matters

and

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 Complainants and Defendants 1 Year or thereabouts

3d ..... To the third Interrogatory this Deponent saith that he Knows of a Pallanchean belonging to the Defendants which they the said Defendants took out of the Commanders Godown at Pondicherry and that the said Pallanchean was an European and Saith that it was Sold by Publick Outcry for forty two Pagodas and more saith not to this or the last Interrogatory

Henry Crawford Examiner

Sworn in Court
at
Madraspatnam

Pondicherry the 7th day of September
Anno Domini 1762

L.S

Present

Peter Marriette Esquire Mayor
John Callend and Abraham Browne
Aldermen

Between Thomas Daniell late Commander of His Majestys Ship Tweenborough and Superintendant over the Commissarys appointed by Charles Stevens Esquire Commander in Chief of all his Majestys Ships and Vessells employed in the East Indies for collecting and disposing of the Plunder of Pondicherry John Edwards Commissary on the part of the Squadron, James Bowcher Eland Russell and Abraham Brewer Commissaries on the part of the Army appointed by Colonel Ligne Cooke their Commander of all the Land Forces on this Coast by their Attorney John Palmer of Madras Merchant Complainants and John Reed and Thomas Aldrey late Commissaries on the part of the Squadron Defendants

This Cause coming on to be Heard and debated this day

suspend my Opinion of the whole Transactions till I hear both Parties and every Arrival on the Coast of Choromandel I shall make a very impartial Inquiry into this Affair

I am Gentlemen

Your Most Humble Servant

J. Cornish

Senox Bombay Harbour 29. May 1761

Messrs. Read and Adney Commissrs.

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the part of the Defendants in a certain Cause wherein Thomas Daniel, John Edwards, James Bourchier, Claud Russell and Christian Brouwer are Complainants and John Read and Thomas Adney Defendants

To all the Witnesses... Imprimis ..... Do you Know the Parties Complainants and Defendants in this Cause or either of them If yea how long have you so Known them or either and which of them Declare

To Interrogatory... 2d ..... Did you or did you not serve the Defendants in this Cause If yea in what Capacity, when and where and for how long did you know or did you Not know or were acquainted with one Monsieur Godard in Pondecherry If so do you Know of any Goods and Merchandize taken from him as prize Goods, If so what Goods and Merchandize, who took the Servant thereof and where were such Goods or Merchandize carried to and deposited and who attended the Carrying them away, The whole with your Reasons ... Declare .....

To Interrogatory ..... 3d ..... Do You Know of any Pallanquin taken in the Possession of the Defendants or either of them If yea where did they procure the same and what Sort or make were such Pallanquin or Pallanquins Do you Know any thing of the Sale of such Pallanquin or Pallanquins If yea in what manner was such Pallanquin Sold and for how much was such Pallanquin Sold for, The whole with your Reasons Declare

To all the Witnesses ... Lastly ..... Do you Know or can you say any other matter or thing material for the Defendants in this Cause If you declare the same with your Reasons at Large .....

Archdale Parker
Attorney for the Defend.

No Goods Merchandize Effects &c. to be Sold by private Sale or Bargain on any Account but to be put up to the best Bidder that the Publick may be Convinced that their Property is disposed off in the fairest and justest manner

The Commissaries to meet Regularly every day at 8 o'clock in the Morning to Consult about business and the different departments in which they are to act, and No passes to be given to any body by the Commissaries that former being otherways disposed off.

With Relation to the Guns Ammunition Powder &c. the Governour and Council of Madras are to give a Receipt to the Commissaries for such Guns Ammunition &c. which they shall take from this Place, and to be Accountable to the Captors for the full Value they are appraised at, as the Governour and Council by their declaring should be of bad Consequence to the East India Company their being Sold to the Neutral or Country powers Prevent the Immediate Sale of them, which must be attended with Great loss to the Captors unless the Governour and Council buy the whole according to the Appraisement and Particularly in time of War when they would still most to the advantage of the Concerned and by Remaining at Madras unsold would be a Great loss to the Captors.

The Commissaries are Particularly directed to Consult with their and to do Nothing without the Consent of the Whole as no Bargain or Sale will be Deemed Valid unless it is with the Consent of y^m all and in the most Publick manner. As the Admirals Captains Officers &c. have thought it for the advantage of the Captors that Captain Daniell should Continue here to Superintend as well as to Assist the Commissarys in their Operations

The Commissaries on the part of the Navy are hereby directed to follow such Directions they shall Receive from time to time from Captain Thomas Daniell and upon all Occasions to make Application and Consult with him, they are also to Produce their Accounts at such times as he shall think Proper to demand them and whenever any Difficulties arise in the Execution of their Office they are to Acquaint Captain Daniell who will endeavour to settle those matters right and Protect them in their Duty Whoever applys to the Commissarys for Passes they are to acquaint them that Captain Daniell alone has Authority to Grant any Passes whatsoever as the Prize Officer that shall be appointed to Superintend on the part of the Army who will Receive their Directions from Colonel Cooke or the Chief.

As we do Not Admitt that the East India Company have any Right to appoint Agents you are Not to act in Concert with

with

Defendants

These Defendants are much indebted to the Complainants for their great Clemency and Humanity in conferring their demand to so few Articles of their Charge though at the same time these Defendants cannot but say that the Complainants have increased their Demand in their Replication on the Sum of three Hundred and five Pagodas a Sum not Demanded in their Bill of Complaint how farr the Narration of more matter than what they demanded Relief for is best known to themselves though these Defendants cannot help Remarking to this Honble Court the very singular Reasons they give for not inserting so farr as they alledge they might in Justice do upon these Pleas from a Consideration of what these Defendants have already Suffered in their Characters and for Same by their unadvised and Illegal Proceedings, but this Consideration when Really the motives, the Complainants would have much more merited these good Qualities had the Narration been omitted for these Defendants would willingly know after the Narration of so many Circumstances to the Prejudice of these Defendants Characters the not insisting any further upon them can be of any Service to those Characters they so much Consider how far these Accusations are or what as not yet known to the World But these Defendants have Reason to believe that when the necessary Enquiry has been made into these Affairs the Contrary will appear and that the Proceedings of the Complainants will be Censured much more unjustifiable and Unwarrantable than those of these Defendants for which Reasons these Defendants Still firmly maintain that they have not either in Law or Equity any Demand whatever on these Defendants

And these Defendants so say as to the Rest and Residue of the Said Answer they have already said and do say that all and Singular the matters therein Contained to be true as the same are therein and thereby set forth and Expressed

Archdale Palmer
Attorney for the Defendants

Received the 11th of March 1761 of Frederick Marchant for Wood purchased of the Captors the Sum of three Hundred and five Pagodas by Me

To the Rest of the Agents for the Squadron and the Commissaries for the Army

Peter Rear Agent for the Squadron at Sandeherry

Thereunto saith that the matters and things in these Defendants Answer contained are true and Sufficient in the Law to be Replyed unto And these Defendants further say in Rejoinder to what these Replyants alledge Concerning the Account of Stores supplied his Majestys Squadron these Defendants alledge that it is in no Shape the Business of these Defendants to Deliver the same either to the Complainants were they possessed of such Accounts but that it was the default of the Complainant Claud Russell in not Copying the same for these Defendants Positively affirm that a true and Perfect Account thereof was delivered by them to the said Claud Russell who afterwards Returning it to these Defendants who left the said Account with Admiral Stevens Deceased, as to the Original Papers said to be in the Custody of these Defendants Relating to the said Account of Stores these Defendants say that the Accounts Delivered in to the said Claud Russell was the Original Account which the Complainant Claud Russell should have Copyed

These Defendants now Proceed to the next part of the Complainants Reply where they endeavour to prove their Authority of Calling these Defendants to Account in this Honorable Court As these Defendants are Still firmly of Opinion that the Defendants never derived any such Authority from their Constituents and as these Defendants thinks it Necessary on the Course of this Suit to do all in their Power to convince to the Honble Court the Truth of this it being a matter that so Essentially concerns them to Defend from the hardships and Inconveniencies they have endured by this Suit they alledge that however the Complainants may Call in Question which they do in so Lavish a manner the Absurdity of these Defendants arguments these Defendants flatter themselves they will hereafter appear more Weighty than the Pleas of the Complainants Chiefly but it's upon a Set of Instructions given them as Commissaries and a Power given to Captain Dansell by the Deceased Admiral Stevens These Defendants believe that it will hereafter appear to the Constituents of these Defendants the Officers of the said Squadron that the said Thomas Dansell has greatly Separated from his said Office both by Misexpending these Defendants and Calling them to Account in this Honble Court to prove that the Complainants calling of these Defendants to Account in this Honourable Court is not only Irregular but Contrary to Law had these Defendants been guilty of what the Complainant Lay to their Charge which which they absolutely deny, These Defendants would only observe that they believe it an Established Rule where any Power whatever is Sued in a Court of Justice by an Agent or Attorney of a Third Person, it is absolutely Necessary that such Agent or Attorney should not only have a Power to act as Agent or Attorney but should in such Power have an Authority to Commence Suits against any one that Refuses to Comply with

under the Equivocal Assertions of not perswadely Receiving and not seeing any Borax yet Nothing is more certain than that the abovementioned Monsieur Gossard delivered a Considerable Quantity of Tin and Borax to the said Thomas Adney at the same time that he delivered the Lead which is Confessed by the Defendants on their Answer to have been Received And though it may be true that the said Thomas Adney did not Receive the said Tin and Borax in a private manner yet considering the Whole attend and Circumstances they almost Amount to a Positive Proof that he must have Sold them in a private Manner for these Replyants further shew to this Honorable Court that the abovementioned Monsieur Gossard having a Design to Purchase the several Merchandizes delivered by him to the Defendant Thomas Adney as Commissary on Behalf of the Captors, he, the said Monsieur Gossard closely attended the Public Sales during the Whole time of their Continuance and Not having found the Tin and Borax delivered by him to the said Thomas Adney Exposed to Sale he the said Monsieur Gossard immediately Applyd to these Replyants to be informed what had become of the same As this was the first time these Replyants had ever heard any thing of the Matter they Questiond the said Monsieur Gossard very particularly about the Delivery and Quantity of the said Tin and Borax which he not only informed these Replyants distinctly of but also Voluntarily Offerd to Make Oath to the truth of the same which he accordingly did before Josias DuPre Laguire One of His Majestys Justices of the Peace as appears by the Original Depositions dated at Pondicherry the twenty first Day of April in the Year One thousand Seven Hundred and Sixty one now Ready to be Produced for the Inspection of this Hoble Court ——————

These Replyanets might here dwell a great while longer upon the Unwarrantable and Unjustifiable Behaviour of the Defendants in Selling the Anchors and Brazen Images in a private Manner contrary to the Express Orders of their Constituents, as set forth in these Replyants Bill of Complaint and Confessd by the Defendants in their Answer thereto — Also in making an Agreement with Tonja Chitty to Allow all the Black Merchants Effects to pass out of Pondicherry for the Sum of two thousand Rupees as was proved by the Depositions of five Witnesses taken before Josias DuPre Laguire One of His Majestys Justices of the Peace Likewise the Embezlement of the Tin and Borax as has been above particularly set forth These Replyanets Say that all these things might here be Greatly enlarged upon but these Replyants well Considering that the Defendants have already Suffered largely and they are Sorry to say justly both in their Characters and Fortune for their Unjustifiable and Unwarrantable Proceedings with Respect to the Property of the Captors, these Replyants are Unwilling to Insist so far upon

by the Defendants the said Thomas Daniell had no Right to Remove them from the Executions of their Office and Demand the Delivery of all the Papers and Accounts relative thereto for the said Thomas Daniell could certainly be of no manner of Service to His Constituents and the Power conferd upon him must have been Merely Nominal. But this is a Plea which must at first sight appear in its Natural Absurdity to this Honorable Court and therefore need not be further Enlarged upon here by these Replyants. These Replyants must only beg leave further to Observe upon this Head that even Supposing that the said Thomas Daniell had not been invested with sufficient Authority as Above set forth yet as every thing Relative to the Agency must be decided by a Plurality of Voices, these Replyants having five Votes to two must in Consequence of that Great Majority be Possessd of Power sufficient to Suspend the Defendants upon Conviction of their Misbehaviour in Office and to demand the Delivery of all the Papers and Accounts Intrusted to their Care as Commissaries on the part of His Majesty's Squadron for the Capture of Pondicherry

These Replyants shall now Proceed to take Particular Notice of the several things which are Seperately Asserted by the Defendants in their said Answers And First ... The Defendant John Read in his Seperate Answer Says "That it was not with any intent to Defraud the Captors that he did not "bring the three Hundred Pagodas to Account which he Received as Commissary "he having made Colonel Russell acquainted with it but the Reason of his taking "the said Sum was to Defray the Allowance Given to Himself & Mr Thomas Adney "by the Captors for their Expences" These Replyants cannot help Observing here that in their Opinion it was the Duty of the said Defendant John Read and it would unquestionably have been the Behaviour of a Regular and an Honest Man upon this Occasion to have brought the said Sum of Three Hundred Pagodas Clear to the Credit of the Captors in the Account of Sales, Passing and Signed by him the said John Read: And if he the said John Read had thought proper to Appropriate the said Money to the Use of himself and the Defendant Thomas Adney he should certainly have also Regularly inserted that Transaction in the said Cash Account. — As to the Inference which he the Defendant Read so unnaturally draws "That because he Acquainted Colo Russell, one of these Replyants with his taking the said Money he therefore had "no intention to Defraud the Captors thereof" It will be Necessary to observe here that this is Perhaps the only Shadow of an Excuse that he could Possibly Lay hold on to Screen a Behaviour so apparently Designing: And tho his informing Colonel Russell could have been of no Manner of Service in Justifying such an Irregular Conduct yet he the Defendant Read seems not to have been very happy in the Choice of these Circumstances as the said Colonel Russell Thought fit

Admit

Mars did besides himself with several Articles of the Captors Effects which they were to pay the Outcry Prices for which this Defendant is always Ready to pay or deliver the same up to the Captors when by them Demanded

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

Sworn to before me this
9th. February 1762

John Read

Archdale Palmer
Attorney for the Defendant

John Callaud Alderman

Read and filed
23d. March 1762

The Replication of Captain Thomas Daniell Superintendant, and John Edwards Commissary on the part of the Squadron, James Bourchier, Cloud Russell, and Christian Brouwer Commissaries on the part of the Crown, To the joint Answer of John Read and Thomas Sabrey, and the Separate Answer of John Read, both Late Commissaries on the part of the Squadron

These Replicants now and at all times hereafter saving and Reserving to themselves all and all manner of Benefit of Exception to the many Errors Undruths and imperfections in the said Answers contained for Replication thereunto saith that all and Singular the matters and things in these Replyants Bill are true as the same are therein alledged and Set forth and that the Defendants Answers to the said Bill are in many Respects very Untrue and insufficient in the Law to be Replyed unto. These Replyants acknowledge themselves extreamly well pleased to find that the Defendants have at last Deposited part of the Papers now sued for with the Register of this Honble Court with Respect to the Account of Stores Supplyed His Majestys Squadron which these Defendants Affirm they have no Copy of and also alledge that it was the Business of Cloud Russell one of these Replyants to have Copyed them same. These Replyants very Readily Affirm that the Working Apparatus did peculiarly belong to the said Colonel Russell, but as the Defendants were Intrusted with Delivering out the Stores to His Majestys Squadron and others it was most Cus

thereof

Defendants say that at the time they were Delivered the Squadrons being just upon their Departure there was no time for Copying the same Nor was it these Defendants Business but the Department of Mr Lloyd Russell to Copy the said Accounts supposing there was time to do it on But as it was necessary to furnish the Admirals Secretary with the said Accounts As he paid the Amount thereof before the Squadrons departure which Accounts were to serve as Vouchers to him for to Satisfy the Naval Storekeeper what Stores were purchased and paid for Appertaining to this Department as also to have on his Profession the Account of such Stores as were Purchased for himself as Ordinance Storekeeper the said Accounts were delivered to him the said Secretary And this Defendant John Head alledges with the Consent of Mrs Pondicheir and Russell who before the Delivery thereof Signed the same as Commissaries in Conjunction with these Defendants, These Defendants further alledges that at the Departure of the said Squadron their whole time was taken up in Calculating the Amount thereof which said last Accounts were not in these Defendants Possession at the time of the Commencement of the present Suit against these Defendants nor since the Departure of the said Squadron as to the other Papers as these Defendants were always of Opinion that the Complainants had no Right to demand them they still maintain the said Opinion And these Defendants alledge the herein before Recited Accounts and Papers belonging to the Captors are all that now are or have been in these Defendants Possession since their pretended Suspension from the said Employ which are now deposited with the Registar of this Honorable Court there to wait the Issue of the present Suit these Defendants deny that either themselves or any their Duleash for them to their Knowledge or by their Authority ever entered into any Agreement for the Sum of Two Thousand Rupees to pass the Effects of the Black Merchants out of Pondicherry or that they ever Received any part of such Sum

These Defendants admit that the Anchors Charged by these Defendants to have been Sold in a private manner were Sold by Private Contract but as the said Anchors were Sold for their full Value these Defendants presume they were not Culpable in such Sale, Nor could by such a Step give any Alarm to the Complainants as they are pleased to say

This Defendant Admits it true to have Received any Tin or Borax in a private manner set forth in the said Bill of Complaint but Admits to have Received of one Mons Gossard a parcell of Lead and some Wares and Chests of Merchandizes amongst which this Defendant believes there might be some Borax but as he never saw any This Defendant cannot take upon him to Affirm positively upon his Oath that there was any But this Defendant alledges that all such Merchandizes as were taken of the said Mons Gossard

"the best bidders that the Publick may be Conversant that their Property is disposed off in the
"fairest and justest manner and further "That the Commissarys to meet Regularly every
"day at Eight oClock in the Morning to Consult about Busineß and the different
"Departments in which they are to Act, and No passes to be given to any Body by the
"Commissarys, that Power being otherways disposed off And your Orators further
shew unto this Honble Court that the said John Read and Thomas Adney did on
their departure from Pondicherry to this Place carry with them two Pallanchees
the Property of the Captors Estimated at three Hundred Pagodas which in Sterling
Money of Great Britain Accounting every Pagoda at Eight Shillings will
Amount to the Sum of One Hundred and Twenty Pounds or thereabouts And also
your Orators humbly Conceive that they may still have a further Demand on
the said John Read and Thomas Adney for the Just Comas Cowth &c yet the
immediate Want of the aforesaid Pallanchees obliges your Orators to Accept
first as they shall not be able to settle Accounts of the Captors without them
And your Orators further shew unto this Honble Court that they have frequently
and in an Amicable manner demanded of the said John Read and Thomas Adney
Sundry Accounts in their Possession such as the Account of Stores the Property of
the Captors supplied His Majestys Squadron and sold to Captain Alexander
McLeod An Account of Things Delivered to the Gentlemen of His Majestys
Squadron at Different times and to be paid for According to the Outcry Prices
An Agreement Signed by Tanjia Chetty with all other Papers whatever Relative
to the Agency Also two Pallanchees the Property of the Captors But now so
it is May it Please this Honble Court the said John Read and Thomas Adney
Wilfully and Obstinately Refuses to give your Orator any manner of Satisfaction
touching the Premises under the Artfull Pretext that your Orators have no manner
of Authority to demand them only acknowledging the said John Edwards to be a
Commissary Notwithstanding they Collected in, Sold and deposed of the Plunder
Jointly with the aforesaid James Bourchier, Claud Russell and Christian Brouwer
and they also Now Pretend to be Ignorant of their being Subject to the Orders and
Directions of the said Thomas Dalrymple Your Orators therefore prays a General
Relief such as to this Honble Court shall Appear agreable to Equity and good
Conscience To the End Therefore that the said John Read and Thomas Adney
may upon their Corporal Oaths a true and perfect Answer make to all and Singu-
lar 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 be Decreed to pay unto your Orators the aforesaid Accounts &c as
already Particularized with all other Papers Relative to the Agency with two
Pallanchees or three Hundred Pagodas as they are Estimated at And that they may

be

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Mayor's Court at
Madraspatnam

Tuesday the 28th day of June
Anno Domini 1763

Present
John Delavaux Esquire Mayor
Peter Mariette, Thomas Bowrey
& John Whitehill Aldermen

Mayor's Court

Between John Lewin Smith by his
Attorney John Smith of Madras Merchant
Complainant and Joze de Silva Salgado
also of the same Place Merchant Defendant

The defendants being in Court and Acknowledging the Justness
of the Complainants Demand This Court doth therefore think fit to Order and
Decree and doth accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and just Sum of One Hundred and Sixty
Pagodas / Pagodas 160 - - / together with all such Interest as now is or
shall hereafter become due thereon until full Payment is made according
to the tenour of the Obligation sued for Also all Costs of this Suit

Entr

Read and filed the
5. May 1761

To the Honble the Mayor's Court at
Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orators
Thomas Daniell late Commander of His Majestys Ship Queenborough and Superintendant
over the Commissaries appointed by Charles Stevens Esq Commander in Chief of all his
Majestys Ships and Vessells employed in the East Indies for Collecting and disposing
of the Plunder of Pondicherry John Edwards Commissary on the part of the Squadron
James Bourchier Claud Russell and Chretien Bruere Commissary on the part
of the Army appointed by Colonel Eyre Coote Hem Commander of all the Land forces
on this Coast by their Attorney John Palmer of Madras Merchant That Whereas
John Read and Thomas Aldney late Commissaryes on the part of Hmsquadron

have

Mayor's Court at Madrasapatnam

Tuesday the 22d day of June Anno Domini 1762.

Present

John Delamaire Esqure Mayor
Peter Marette, & Thomas Hudson
Aldermen

Mayor's Court

Between William Turner Lieutenant in His Majestys Honble East India Regiment of Foot Complainant and Ward Matchapoole of Madras Dubash Defendant

This Cause coming on to be heard and debated in the presence of the Complainants Counsel 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 Thirty One Pagodas and twelve Fanams together With all such Interest as Now is or hereafter shall become due thereon untill full Payment is Made according to the Tenour of the Promissory Note Sued for / Also all Costs of this Suit

Mayor

Read and filed 21st June 1762

To the Honorable the Mayor &c. Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Swan Smith by his Attorney John Smith of Madras Merchant that Whereas Lucas Silva Salgado of the same Place Merchant stands indebted to your Orator in the full and just Sum of One Hundred and Sixty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings to Each Pagoda the Sum of Sixty five Pounds or Thereabouts Lawfull Money of Great Britain as will more fully and at large Appear by a Copy of a Responderentia Bond hereunto Annexed for the Inspection of this Honble Court and which your Orator humbly Prays may be Admitted as part of this your Orators Bill of Complaint &c.

And Whereas your Orator by Means of his Attorney hath often times and from Time to Time demanded payment

Mayor's Court at
Madraspatnam

Tuesday the 21st day of June
Anno Dominii 1762.

L.S

Present
John Debonaire Esquire Mayor
Peter Manviette & Thomas Nelsade
Aldermen

Mayor's Court

Between Henry Brooke late of Madras
but now of Manilha Merchant by his
Attorney Josias Du Pre and James
Alexander of Madras Merchants
Complainants and Mongabo Mootoocumra
Moodeliare, Gooranada Moodeliar, and
Cancoye Suwapee Pundutthar also of the
same place Merchants Defendants

The defendants being in Court and Acknowledging the
Justness of the Complainants Demand This Court doth therefore think fit to
Order and Decree and doth accordingly Order and Decree that the Defendants
shall pay unto the Complainant the full and just Sum of One Thousand five
Hundred and thirteen Pagodas and four fanams / Pags. 1513.4 / together
with all such Interest as now is or hereafter shall become due thereon until full
is made also all Costs of this Suit

Filed the 27th April
Read the 3d May } 1763

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaineth Sheweth unto this Hble Court your
Orator William Turner Lieutenant on His Majestys Ninety sixth Regiment of
Foot that Nauchapale of Madras Dubash stand indebted to your Orator in
the full and just Sum of Thirty One Pagodas and twelve fanams Current Money
of Madras upon a Promissory Note of Hand and being in Sterling Money of Great
Britain Accounting every Pagoda Eight Shillings the Sum of twelve Pounds

ten

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to the Thereforo Thinks 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 seven Hundred and fifty four Pagodas Eight fanams and fifty four Cash together with all such Interest as now is or hereafter shall become due thereon Until full Payment is made also all Costs of this Suit ..... Ffiat

Read and filed
24th May 1763

To the Worble the Mayor Court
at Madrasapatnam .....

Humbly Complaineth Sheweth unto this Worble Court your Orator Henry Proctor late of Madras but now of Manilha Merchant by his Attorney Josias Du Pre and James Alexander of Madras Merchant That whereas Mongato Mooloconora Moodeliar, Goorunada Moodeliar, and Cancoye Iswaree Pundithar of the same place Merchants jointly and Severately stand indebted to your Orator in the Sum of One thousand five Hundred thirteen Pagodas and four fanams making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda, Six hundred five Pounds four Shillings and ten Pence as will more fully appear unto on Account hereunto Annexed and Whereas your Orator hath frequently and in an amicable manner demanded Payment

of Butnam so it is may it Please this Worble Court the said Mongatoo Mooloconora Moodeliar, Goorunada Moodeliar and Cancoye Iswaree Pundithar obstinately and Wilfully Refuses your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a Generall Relief as to this Worble Court shall appear Agreable to equity and good Conscience To the end Therefore that the said Mongatoo Mooloconora Moodeliar, Goorunada Moodeliar, and Cancoye Iswaree Pundithar may upon their Corporal Oaths true and Perfect Answer make to all and singular the matters and things herein before alledged and setforth as truly 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 five Hundred thirteen Pagodas and four fanams together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit .....

May it Please this Worble Court to Cause the said Mongatoo Mooloconora Moodeliar, Goorunada Moodeliar, and Cancoye Iswaree Pundithar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and Districts thereof Personally to be and appear at a Certain time and place to be by this

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Inhabitant Complainant and Sella
Tamby also of the same Place Inhabitant
Defendant .....

The Defendant being in Court and acknowledging the Justness of
the Complainants Demand This Court doth therefore think fit to Order and
Decree and doth accordingly Order and Decree that the Defendant shall pay unto
the Complainant the full and just Sum of Forty Pagodas / Pagodas 40 / together
with all such Interest as now is or hereafter may become due thereon untill full
Payment is made / according to the Tenour of the Obligation Sued for / also all
Costs of this Suit .....

Flur

Read and filed
21st September 1762

To the Honble Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator John Stevens Smith of Madras Merchant by his Attorney Johnsmith
of the same place Merchant that Lyda Petta Balla Moodu Chitty also of Madras
Merchant stands endebted unto your Orator in the full and just sum
of two thousand seven Hundred and fifty four Pagodas Eight fanams
and forty four Cash Current Money of Madras (making) in Sterling
Money of Great Britain according) every Pagoda eight Shillings
the Sum of One thousand One Hundred and One Pound thirteen Shillings
or thereabouts And your Orator further Sheweth unto this Honble
Court that he hath frequently and in an Amicable manner
Requested Payment from the said Lyda Petta Balla Moodu Chitty of the
said Sum of two thousand seven Hundred and fifty four Pagodas Eight
fanams and fifty four Cash

But now so it is May it Please this Honble
Court the said Lyda Petta Balla Moodu Chitty Obstinately and wilfully
Refuses to give your Orator any Manner of Satisfaction touching
the Premises your Orator therefore prays a General Relief such as
to this Honble Court shall appear Agreeable to Equity & good Conscience

To

Obligation making no Sterling Money of Great Brittain according every Pagoda
Eight Shillings The Sum of Sixteen Pounds or Thereabouts as will more fully and
at large appear by a Translate of the said Obligation and together with a Transfer
Warr of hereunto annexed for the Inspection of this Honble Court and to which
Your Orator most humbly Refers Praying the same may be Admitted as part
of this Your Orators Bill of Complaint.....

Your Orator further Sheweth unto this Honble
Court that Notwithstanding frequently and in a Friendly manner Requested
Payment from the said Nilla Tumby of the said Sum of Forty Pagodas
Balance as aforesaid Yet the said Nilla Tumby Obstinately and Wilfully Refuses to give
your Orator any manner of Satisfaction touching the Premises your Orator
therefore Prays Generall Relief as to this Honble Court shall appear
Agreable to Equity and Good Conscience Nilla and Therefore that the said
Nilla Tumby may upon his Corporal Oath true and Perfect Answer make
to all and Singular the Matters and Things herein before Alledged and as fully
as fully truly and Effectually to all Intents and Purposes as if the same were here
again Repeated and Interrogated and he Charged to Pay unto your Orator the
aforesaid Sum of Forty Pagodas with all Interest due thereon also all Costs
of this Suit.....

May it please this Honble Court to cause
the said Nilla Tumby to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madras Portuguese and the Districts thereof Personally to be
and appear at a Certain Time and Place to be by this Honble Court Limited
and Appointed then and there to Answer this your Orators Bill of Complaint
and further to Stand to and Abide such Order and Decree therein as to
this Honble Court shall seem Meet.....

William Cranmer
Attorney for the Complainant

Madras 1st July 1761

I Nilla Tumby long Malabar Servant Merchant
do hereby Acknowledge to have Borrowed and Received from Sorgoparam
Pachaiyappa

Read and Filed
15th. March 1763 Sp

To the Honorable the Mayors
Court at Madras aforesaid

Humbly Complaining Sheweth unto this Honble
Court Your Orator Anthony Johnson by his Attorney Valeriano Schwein and
John Monk of Madras Inhabitants, That Mangeny Paddeachy of Fort Saint
David Merchant stands indebted unto your Orator in the Sum of One Thousand
and twelve Pagodas making in Sterling Money of Great Britain according
every Pagoda eight Shillings & will amount to the Sum of Four hundred and four-
Pounds sixteen Shillings & Threepence as per Account Render to be produced
unto this Honble Court when Required, and your Orator further Sheweth unto this
Honble Court that he has Often and in an Amicable manner Requested payment
from the said Mangeny Paddeachy of the aforesaid Sum of One Thousand and
twelve Pagodas But soe it is May it Please this Honble Court the said
Mangeny Paddeachy Wilfully and Obstinately Refuses to give your Orator
any manner of Satisfaction touching the premises Your Orator therefore Prays
all General Relief such as to this Honble Court shall appear Agreable to Equity and
good Conscience To the End Therefore that the said Mangeny Paddeachy
may upon his Corporal Oath true and Perfect Answer make to all and singular
the Matters and things herein before alledged and set forth as fully truly and Effectually
to all intents and Purposes as if the same were here again Rehearsed and Inter-
rogated and he Prayed to answer Your Orator the aforesaid Sum of One
Thousand and twelve Pagodas with all the Interest due thereon also all Costs of
this Suit &c

May it Please this Honble Court to Cause the said
Mangeny Paddeachy to be Summoned and Required by the Sheriff of Fort Saint
George Fount of Madraspatnam and the 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 thereon as to
this Honorable Court shall Seem Meet &c

William Cranwelle
Attorney for the Complainant