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يوسف إدريس

1823

February 25th

At a Court of Aldermen holden at Hackney pursuant to Adjournment

Present

Thomas Rickford Esqr Mayor

Mr Alderman Ruffell Senior Mr Alderman Peter Hamette Mr Alderman James Kay Mr Alderman Thomas Rickford Mr Alderman Mr Alderman

Between John Bendish Hodson Esqr Complainant and Thomas Sheppard Defendant

Upon reading the Petition of the said John Bendish Hodson Esqr Complainant and the Affidavit of Thomas Sheppard Defendant and upon hearing Counsel on both sides

It is ordered that the said Defendant do pay unto the said Complainant the sum of Twenty Pounds for his Costs and Charges in this behalf

By the Court

Thos Collett

1795

Hundred and forty three Pagodas Thirteen fanams and fourteen Cash making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda one hundred and thirty seven Pounds ten Shillings and eleven Pence as will more fully appear upon a Bond Ready to be produced And whereas your Orator hath frequently and in an amicable manner demanded Payment

Butnamoorthy Mayappa the

Humble Court the said Pedamachum and Tombala Cannatachinah to be made to and answer fully Unto your Orator and Subpoena Issuing &c

Forasmuch your Orator therefore prays a Special Relief such as to this Honble Court shall appear agreable to equity and good Conscience And the End therefore that the said Pedamachum and Tombala Cannatachinah 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 were hereupon Repeated and Interrogated and he Assured to pray unto your Orator the said Sum of three hundred and forty three Pagodas thirteen fanams and fourteen Cash together with such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

May it please the Humble Court to cause the said Pedamachum and Tombala Cannatachinah to be Summoned and Enjoined by Writ of Subpoena Issuing out of Adawlut Cutcherry and 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 the Premises Bill of Complaint and further to stand to and abide such Order and Decree thereon as to this Honble Court shall seem Meet

Richd Jackson

Attorney for Complainant

George Esquire Late Marshall of His Majesties Court of Admiralty of Nova Scotia
dated and bearing Date the Seventeenth day of January in
the Year of our Lord one Thousand seven hundred and ninety four Returnable to the
same with due Speed appears which said Sum after the Rate of Eight Shillings for
every Pounds will amount to one hundred and fifty six Pounds of Sterling Money of
Great Britain and Whereas this Court hath frequently ordered and
commanded payment by means of the said Attorney
But now may it please this Hon.ble Court
the said Ursula Dyke Marwell Dyke and Camilla Chisholm Each Severally and Respectively
to give this Court any manner of Satisfaction touching the Premises This
Court proves a General Relief such as to this Honorable Court shall appear
agreable to Equity and good Conscience Wherefore that the said
Ursula Dyke Marwell Dyke and Camilla Chisholm may upon their Corporal Oaths
true and perfect Answer make to all and Singular the matters and things herein
before set forth and alledged as fully to the end Effectually to all intents and
purposes as if the same were here again Repeated and Interrogated and be
Decreed to pay unto this Court the aforementioned Sum with the Interest together
with all Costs of this Suit

Hazard Reeve this Honble Court to order the said Ursula
Dyke Marwell Dyke and Camilla Chisholm to be summoned and Required by the
Sheriff of Cumberland County Town of Amherst aforesaid and the Deputy thereof
personally to be and appear at this Court house and place to by this Honorable
Court prefixed and appointed then and there to stand to and abide by such
Order and Decree herein as to this Honorable Court shall seem Meet

C. Binney Attorney for Complainant

1797

of the same place Dobsh should entitled unto your Orator in the sum of seventy two Pagodas and twenty fanams upon a certain Writing obligatory bearing date the twenty ninth day of January in the Year of our Lord one thousand seven hundred and ninety four payable with Interest after the Rate of Eight p Cent p Annum as appears by a Duplicate of the same hereto annexed for the exemption of this Honble Court which said Sum after the Rate of eight Shillings for every Pagoda will amount to twenty nine Pagodas and two Shillings of the long Money of Great Britain and Whereas Your Orator hath frequently and in a most reasonable manner demanded Payment of the aforesaid Sum from the said Ramanaden Chingle

But so it is May it please this Honble Court the said Ramanaden Chingle Roy obstinately and Wilfully Refuseth to give Your Orator any manner of Satisfaction touching the Premises your Orator prays a Genral Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the end therefore that the said Ramanaden Chingle Roy may upon his Corporal Oath and perfect Answer make to all and singular the matters and things hereinbefore set forth and alledged as fully truely and Directly 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 twenty two Pagodas and twenty fanams with all such Interest as now is shall hereafter grow due thereon Also all Costs of this Suit

May it Please this Honble Court to Cause the said Ramanaden Chingle Roy to be summoned and Attached by the Sheriff of Fort St George Town & Underseptahnam and the Peshcash thereof personally Lobo and appear at a certain time and Place to be by this Honble Court posted and appointed for and there to Answer his Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as this Honble Court shall Deem Meet

Chas Boyndon Pltf Complainant

201 1/1

Read and Filed
15th July 1764

To the Honble the Mayor's Court
at Madraspatnam

The Humble Petition of Samuel Sayer

Sheweth —

That Your Petitioner having been informed that the Place of Samuel Evandon late Surgeant of this Court is become Vacant, Your Petitioner most humbly Requests to be admitted to the same, in which Station Your Petitioner promises to Behave himself with the utmost Diligence and Fidelity and Your Petitioner as in Duty Bound

shall Ever Pray

Samuel Sayer

19th June 1764

To the Honble the Mayor's Court
at Madraspatnam

Know all Men by these Presents shew unto the Honble Edward Saun
Esqre Thomas Pelling and John Peters of St Thomas Mount George Merchants, that
I Matchella Vardapah of Madras Merchant stand indebted unto Edward Saunders
in the Sum of one hundred and twenty Pagodas, for the which whereof the said
Matchella Vardapah do by these Presents Promise to pay Unto Edward Saunders the
of September in the Year of our Lord one thousand seven hundred and sixty
three acknowledged to have received pursuant to Exchange the Sum of ninety three
Pagodas for three Candy of Southern Sheets fine at the Rate of thirty two
Pagodas for every Candy which he the said Matchella Vardapah contracts
to deliver unto your Orator on or before the last day of February then
next ensuing from the date of the said Promissory Note and in case he the
said

This Court proceed and appointed Thursday next to Answer and stand
to and abide such Order and Decree herein as this Honorable Court
shall Direct. Mayd

Brown
Attorney for the Complainant

Mayor's Court }
Madras prasidency } Thursday the 17 day of July
Anno Domini 1760.

Present
Thomas Brown Esquire Mayor
Lionel Berkett — John Debonnaire Esq
James Hay — Aldermen

Between Thomas Pilling and John
Prince of Portland George Merchants
Complainants & Nobobdilla Mardapah of Madras
Merchant Defendant

The defendant being in Court and acknowledging the justice of the
Complainants demand This Court doth therefore Order and Decree and doth
accordingly Order and Decree that the Defendant shall pay unto the Complainants
the full and just sum of one hundred and ninety Pagodas Fanams
Pagodas 190 - - Fogether with Cost Incurd as soon as he hereafter shall
Come this Honble Court and tell full Payment to be made also all Cost of this Suit

Mayd Court

The said Sallavva Naick, Swamy Naick, Madrapauhaven Sundra Chetty being
Summoned and Required by the Sheriff of Fort Saint George Swamy Kadrapat-
nam and the Jestwick 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 Parties 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 Attg Compt

Madras September 15 1762

The Sallavva Naick and Swamy Naick Sons of Narsa Encadapatty
Naick do Severally acknowledge to have given their Respondentia Obligation to
Cayl Venkatachetty Son of Cadatillee Narrapah Pantulu and Seventeen hundred
and Ten Pagodas payable after the Rate of Twenty per Cent premium among
Brigantine named Venkatachellum from Madras to Tranquebar and back
again the Principal and premium to be paid one and Twenty days after the
safe arrival of the said Brigantine for the performance of which we jointly and
Severally promise to pay, but in case the said Brigantine should not return
at Tranquebar the said Respondentia was to Cease Six after the Date of
the Bond up Done and in case they did not pay the Respondentia Bond
Madrapauhaven and Tondaw Nara Chetty would Become by Writing
to be Signed Narsa Sallavva Naick, Narsa Swamy Naick, Madra-
pauhaven, Tondaw Nara Chetty Witness Cadatee Chetty, Peppiaven
Moodeliarpah

A True Translate as near as can be from the
Original Malabar by Cavaraja Swamy Interpreter

Chas Bromley Attg Compt

Humble Pleas of Lord Pigot Governor Merchant Mat. Moore Sultana of Madras Merchant

is partly and humbly saith that notwithstanding the Court of twenty two Pagodas

eight fanams and eight Cash upon a Promissory Note of hand bearing date the

twenty seventh day of June one thousand seven hundred and sixty three as

will more fully appear by a Reference to the Original Note of said Cadjan Reading

Calapetty hereunto annexed for the inspection of this Honorable Court which said

Sum after the Rate of eight Shillings for every Pagoda will amount to thirty six

Pounds and eighteen Shillings and upwards of Sterling Money of great Britain

and Whereas your Orator hath frequently and in an amicable manner required

Payment of the said Moor Sultana.

But now so it is and may it please this Hon'ble Court the said

Moor Sultana absolutely and wilfully Refuses to give your Orator any manner

of satisfaction touching the Premises upon Oath or otherwise whereby or

as this Hon'ble Court shall appear agreeable to equity and good Conscience

To the end therefore that the said Moor Sultana may upon his Corporal

Oath 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 Directed to pay unto your Orator the aforesaid sum of

Ninety two Pagodas eight fanams and eight Cash with all such Interest

as now is or shall hereafter become due thereon also all Costs of Suit

May it please this Hon'ble Court to cause the said

Moor Sultana to be Summoned and Required by the Sheriff of Fort St

George Town of Madraspatnam and this Defendant Moor personally to be

and appear before this Honorable Court at a certain time to be limited

by this Honorable Court prefixed and appointed then and there to stand

to and abide such Order and Decree therein as to this Honorable Court

shall seem Meet

Chas Pybus Solr Gen.l

Madras 27 June 1763

The Moor Sultana do hereby acknowledge to have Received a Copy of

from

Office Copy of the Answer of Plaint dated for also all Costs of this Suit

Read and Filed
15th Dec. 1761

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining shewth unto this Honble Court your
Orator Andrew Starr of Madras Mariner, that Gregory Moote also of Madras
Merchant Stands indebted to your Orator in the Sum of Seventy two
Pagodas, three Fanams, and sixty seven cash current Money of Madras for
Freight & Cabess, making in Sterling Money of Great Britain seventy nine
Pagoda eight Shillings, Sheetum of twenty eight Cowdy sixteen Shillings, and
two pence, as thereby doth as well more fully and at large appear by an account thereof
hereunto annexed for the inspection of this Honble Court and to which your
Orator most humbly Prays prayers that the same may be admitted as part of
this your Orators Bill of Complaint

Your Orator further shewth unto this Honble Court
That he hath frequently and on severall occasions requested payment
from the said Gregory Moote of the said Sum of seventy two Pagodas three fanams
and sixty seven Cash

But now so it is may it please this Honble Court
the said Gregory Moote, absolutely and wilfully refuses to give your Orator any
manner of Satisfaction touching the premises your Orator therefore prays a
general Relief and as this Honble Court shall appear agreeable to equity and
good Conscience to the end therefore that the said Gregory Moote may
upon his Corporal Oath true and perfect Answer make to all and every
(save the matters and things herein before acknowledged and confessed so
fully truely and distinctly to all intents and purposes as if the same were
here

Read in Court
25th November 1762

The Answer of Gregory Mackie of Madras
patimar Merchant to the Bill of Complaint of
Andrew Shaw of Madras aforesaid Mariner

The defendant now and at all times hereafter saving and
Reserving to himself all and all manner of Benefit of exception to the Errors uncertain-
ties, untruths and imperfections in the said Bill contained for answer thereunto
or unto so much thereof as this defendant is advised doth materially concern
them to make answer unto, this defendant answereth and saith that he is not
indebted unto the Complainant in the sum of seventy two Pagodas three fanams
and sixty seven Cash for freight of Jaleroz as is set forth in the said Bill of Complaint
and account Current thereunto annexed but this defendant admits he is indebted
unto the Complainant in the sum of one Pagoda two fanams and forty Cash
as will appear by the account Current hereunto annexed for the inspection of the Honble
Court, the debtor side of which account is according to the usual custome and practice of
the Malabar Seas This defendant saith as to the several articles of the debit side
of the account Current annexed to the Complainants Bill of Complaint, this defend-
ant sets forth as follows that he shipt on Board the Ogeall twenty two Lumps of
Wax; but received only twenty one Lumps of Wax and allowed freight to the
Complainant for the Twenty one Lumps of wax according to its value and weight
and agreable to the custom at the sea Ports, this defendant further saith that
two of the six Boys of Cardamum shipt on Board of the Complainants Ogeall
were entrapt and five Maunds were taken thereout
further set forth that the Freight on the elephants Teeth debited amounts to
the sum of eight Pagodas twenty three fanams and twenty two Cash as the
Complainant charges this defendant doth find to the sum only which this
defendant credits the Complainant in his account Current hereunto annexed
This defendant further setth that it is a standing custome on all Voyages
from hence to Pegu to allow the freighter two Corges and a quarter for
Corge procured to freight the ships Merchandize to the amount of one
thousand Pagodas, this defendant setth forth that he freighted the Complain-
ant

Wednesday December 2nd 1767 Mr Parsons Brooke Esq one of the Justices to the Bankrupt for the Examinacon of Witnesses named by the Complainant

All Witnesses not there and things this defendant is Ready to prove as this Honble Court shall award and humbly prays to have dismissed with payment of his reasonable Costs & Charges in this behalf expended

William Bishop
Attorney for the defendant

Read and filed
15th December 1767

The Replication of Barlow Moore of Madras Merchant Complainant to the Answer of Gregory Martin also of the same place Defendant

This Repliant 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 contradictions imperfections and insufficiencies in the defendants said Answer contained for Replication thereto saith that all and singular the matters and things in this Repliants Bill are true as the same are therein alledged and set forth and that the Answer to the said Bill is in many Respects very untrue imperfect and insufficient in the Law to be Replied unto and this Repliant further saith that he does still insist that the defendant is indebted unto him in the full and just Sum of seventy two Pagodas three Fanams and eight Cash as in his Bill of Complaint is set forth & Whereas this Repliant cannot admit of the Defendants pretended and feigned Account Current annexed unto his Answer wherein he the defendant has set forth that he is only indebted unto this Repliant in the Sum of one Pagoda two Fanams and forty Cash and doth Repeat that the defendant has grossly committed the Orders of this Honble Court for which and that he ought to

Reply

not this Replycant to the satisfaction of this Honorable Court or due proof

And the words of Cardamum this Replycant prays leave to

say that the defficiency for which the defendant has debited this Replycant for is only

two maunds, which this Replycant says might in all probability be put down by the

defendants own people on the Brahmans when coming ashore and more especially

as the defendant took upon himself the landing of all the above Products wages

Cargos and provided Boats for all the other peoples goods as well as for his own

and that it could not be imputed any other way as the defendant always

kept two of his own people to watch his own goods whenever passengers to and from

Pegue, and that none of the defendants goods were landed without his knowledge

and that his own people saw the goods always put on Board the Boats them=

selves that the defendant hired the Boats himself for that purpose which

Boats brought the defendants Goods as well as the other Merchants goods

ashore and that some of his own People where always on the Boats to see them

safe landed so that if any thing more were wanting it must have been his own People

and not any of the ships Company that has had them, this Replycant further saith

that with Regard to the ten per Cent that this Replycant has charged the defend=

ant for the same is usual, and is no more than what all the other People pay

him, who never disputed this Replycants Bill but paid them there as soon

as presented and without the least Hesitation? and that no other Person has

besides himself had any Defficiency in their goods excepting himself, and what

is more to be wondered at that the Defendant never acquainted this Replycant

that any of the goods, Wares, or Merchandize were short in number until

this Replycant made a demand on the defendant for the payment of the freight

of the goods &c. so that this plea is no more than a Deception in order to Evade

the Payment of this Replycants just demand, and this Replycant humbly

presumes that it will appear so to this Honorable Court.

And the Defendants saith this Replycant prays leave

to say that the defendants paid custom to the two Customers for fifty three

Elephants teeth being one Candy five Pounds and three pounds as will

appear by the Custom Books and not for custom of maunds as the defen=

dant supposed to [illegible] and the Petitioners proofs do as follows to=

wit the defendants testimony of the first witness three hundred and fourteen Pounds

which

and that he may have to the ends of justice of this Honorable Court on due hearing

It is the whole of Cardamum this Replycant prays to have to say that the Defficiency for which the defendant has debited this Replycant for is only Two maunds, which this Replycant says might in all probability be occasioned by the defendants own people in the Boatmen when swimming ashore and more especially so as the defendant took upon himself the landing of all the ivory Tortoise shells Cargoe and provided Boats for all the other peoples goods as well as for his own and that it could not be occasioned any other way as the defendant always kept two of his own people to watch his own goods whenever passengers to and from Pegue, and that none of the defendants goods were landed without his knowledge and that his own people saw the goods always put on Board the Boats themselves that the defendant hired the Boats himself for that purpose which Boats brought the defendants Goods as well as the other Merchants goods ashore and that some of his own People where always in the Boats to see them safe landed so that if any there were wanting it must have been his own People and not any of the ships Company that has took them, this Replycant further saith that with Regard to the ten per Cent that this Replycant has charged the defendant for the same is usual, and is no more than what all the other People pay him, who never disputed this Replycants Bill but paid them there as soon as presented and without the least Hesitation? and that no other Person has besides himself had any difference in their goods excepting himself and what is more to be wondered at that the defendant never acquainted this Replycant that any of the goods, Wares or Merchandize were short in number until this Replycant made a demand on the defendant for the payment of the freight of the goods &c. so that this plea is more than a Deception in order to evade the Payment of this Replycants just demand, and this Replycant humble presumes that it will appear so to this Honorable Court.

And the Defendants saith this Replycant ought not because he says but the defendants paid custom to the sea Customer for fifty three Elephants teeth being one Coundy five Maunds and three pounds as will appear by the Customers Books and not for fourteen maunds as the Replycant asserts to [illegible], and the Customer's Book which we produce shows the fifty three Elephants teeth of the first sort weighing three hundred and fourteen Pounds

which

according custom as a voyage from thence to prove to allow the Complainant two Passengers and himself a freight for himself two Chests merchandize to the amount of one thousand Pagodas? this Respondent prays leave to acquaint this Honble Court that no such custom has ever been introduced amongst the commanders of Company ships how whatever might have been with regard to Ships Stores & Boats for the ease & benefit of this is self evident for if this was the case the commanders of such ships would be deprived of their perquisites so that it cannot be supposed that they would add to their voyage with more encumbrance & to give the Complainant a Passage free for himself and two servants, and this Respondent further saith that the defendant did not ship Goods at Madras on Board of the said ship Sandwich to the amount of two hundred Pagodas and upwards, nor did ever to the amount of four hundred Pagodas as can be proved by the Manifest Received from him & this Respondent begs leave to say that he shall not presume to detain up the time of this Honorable Court in Refuting the defendants Assertions which have more in it than a shadow of a Pretence and which must at first sight appear in its natural absurdity, although matters and things this Respondent is ready to aver maintain and prove as this Honorable Court shall direct and humbly prays as in and by his said Bill he has already Prayed

William Cranwell
Attorney for the Respondent

Read and filed the
22d February 1763

The Reporter of Gregory Master of Madras
Inhabitant defendant to the Exceptions of
Andrew Barr also the same prior Answer
Complainant.

The Defendant now and at all times hereafter saving
and Reserving to himself all and all manner of Benefit and advantage of
exception to the many errors uncertainties and insufficiencies in the
Complts said Exceptions contained for Answer thereunto saith that he
the

That defendant accordingly proceeded to the Ryde port for the purpose of loading
Her Ship there and thereby right fully for the freight of the same cargo according
and in pursuance of a formal Contract and Charter party or Deed Poll which was then
and to be executed by the defendant till some time after the defendant entered into
the Ryde port Dock of Liverpool and the defendant further saith that all and every
belonging to the Ryde port and the defendants Vessel of the said Burden of three hundred
with the said Burden of men to the Shadows of the Ryde port which accordingly were.
Jurisdictly hopes the Honorable Court will Learned that the defendant had not
employed the Ryde port with the aforesaid fifteen Vessels mentioned and duly fitted
which in duration and extent Regard to the Honorable Court the defendant cannot
hopes ever mention and Suppose

That defendant saith that different persons on the part of
Gentlemen commanded and that neither the Ryde belonging to the defendant
Cargo that he engaged or took upon himself the charge of Loading all the above
described Negroes Cargo or proper Book for all the other Ryde Ports mentioned
men and the Defendant saith that the said the Masters of Gentlemen were
employed and taken out of the Cargo of Gentlemen whereon Board the said
men and Vessel defendant also denies that the said Ryde had two of her Ryde mentioned
passengers to and from Ryde from the goods, and the Defendant also denies
that the goods were always loaded with the Knowledge or that any happened
from the Goods always put into the Book and the defendant also denies that the
said Book to bring all the Goods as well as other Merchants Goods whereon
that came over other of the Defendants People went on the Boat to see them safe
Landed

That defendant hereby craves leave of the Honorable Court to
Make further and Genuine circumstances as follows that are of the above
belonging to the defendant who were Passengers to and from Ryde went into
the Country two days after the Arrival of the said Ryde the defendant sent
sent a Man with a Boat on Board the said Ryde to bring defendants servants
of Baggage and Clothing Goods ashore as to any difference between the owner
of the said Ryde is not accountable to the Freighter in the Absence of the said
Man with the said Passengers came also on the said Boat as a Bag of Gentlemens
the property of the defendant and some other Goods belonging to other Passengers
under the Care and charge of a Servant belonging to the Ryde port

That Defendant saith some of the Merchants and other
Passengers with the defendant from Ryde applied to him to put them forward that
as that the defendant knew any thing by the Contract of the said Charter party
Board the Ryde port that the defendant or Master or Gentlemen and Passengers
and of their Goods of the Ryde port who were Landed or their Boat

[illegible]

answer and examined as Report exist on behalf of the Complainant in a certain cause
wherein Agustine Alves is Complainant and Gregory Mendes is defendant

To all the Witnesses } 1st ..... Do you know the parties Complainant and defendant in this Cause if you
how long know you or how are they or either and which of them do they

To Ignatius Caldeira } 2d ..... Did you or did you not ever Receive from the defendant any Sum or Sums
de Souza } of Money if you what Sum or Sums of Money and on what day and on what account
and when and where did you Receive such Sum or Sums of Money to the best of your
knowledge and belief particularly declare

To Ignatius Caldeira } 3d ..... Did the defendant or did he not Contract with you or either of you for the freight
de Souza & Manuel Johannes } of any Goods to any Place if you for what Goods and to what place and for what
Fee or prices did the defendant Contract for the freight of them did the defendant or did
he not perform the Contract with you or either of you according to the agreement or in
what manner did he or did he not Contract with you or either of you and when and
where did this happen the whole you know touching of this affair from the Beginning
unto the end you further declare

To Ignatius Gonsalves } 4th ..... Did you or not deliver any Goods the Property of the defendant
and Nelson Lopez } to any Person or Persons if you what Goods to or they and when and where did you
deliver them and in what Condition were they at that time and what did the Persons
to whom you delivered them say unto you at the time of the delivery of them to the best of
your knowledge and Belief particularly declare

To Catchick Agamaul } 5th ..... Did you or did you not bring any Goods upon freight in the
and Solomon Judah } Snow Frederick Nagore from Pegue last year if so what Goods were they and
what freight did you pay the Complainant for them and when and where did you
Pay him for the freight of them do any other Person or Persons freight any Goods in the
said Snow Frederick Nagore last year if so what Person or Persons were they and
what Goods were they, they freighted and what did they Pay the Complainant
for the freight of them to the best of your Knowledge and Belief particularly Declare

To Lawrence Mendelian } 6th ..... Do you or are you not acquainted what duty the Defendant
paid to the Honble Company for the Goods he imported last Year from Pegue if so what
Ship or Vessell Brought the Goods and what day and Month did the Defendant
Pay Duty for them and what Goods were they and what was the Weight Quantity
or Number of them and what Sum was allowed the Defendant on them to the best of
your Knowledge and Belief particularly Declare

To Chundapah } 7th ..... Do you know or do you not know whether the Defendant
did Get Grant from the Honble Company for the landing of his and the other
Stock and Goods from on Board the Snow Frederick Nagore last Year if so up
what Person or Persons were appointed to see the Goods safe landed and delivered
unto the Owners of them and what day or days and Month and by whom were
and when and where and to whom they delivered the whole you know touching of this Affair

from

Examined in the Court as follows

Manuel Fernandes of Porto Novo Landed Proprietor a Witness produced on the part of the Complainant sworn the 27th day of May 1763 before me the Office of Mr William Bishop Attorney for the Complainant by Interpreter who being duly sworn to speak the truth the whole truth and nothing but the truth touching the matters in question and Examined deposeth as follows

1st Interrogatory The Deponent saith he has known the Complainant 17 Years

2d Interrogatory The Deponent saith he has Understood the proposals for Sale of the Lands in the Bill mentioned and believes the same to be true

3d Interrogatory The Deponent saith he has not been present at the Sale of the Lands in the Bill mentioned but has been informed that the Defendant Richard Sathoway purchased the same

4th Interrogatory The Deponent saith he has not been present at the Execution of the Conveyance from the Complainant to the Defendant but has been informed that the Defendant executed the same

5th Interrogatory The Deponent saith he has been informed that the Defendant has not paid the Purchase money for the said Lands

6th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Mortgage to the Complainant for the said Lands

7th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

8th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

9th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

10th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

11th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

12th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

13th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

14th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

15th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

16th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

17th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

18th Interrogatory The Deponent saith he has been informed that the Defendant has not executed a Bond to the Complainant for the said Lands

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336th Interrogatory The Deponent saith he has been inform

2 Jeff

Evidence on Record was taken in this Cause on the part of the Complainant now on the
2 Jeff day of May 1760 Examined at the Office of Mr William Bishop Attorney for the
Defendant by Lawrence who Left a Note of the Name Title and place of abode of the said Witness
Cathroothoda Agoramoda and afterwards on the same day being sworn and
Examined deposeth as followeth

H..... To the first Interrogatory this deponent saith that he has known the Complainant
for 3 Years and the Defendant 2 Years or thereabouts

R
I..... To the 5th Interrogatory this deponent saith he did bring some Goods upon freight
on the ship Tiddoredi Nagore from Pegue last year Viz Elephants teeth, Lacca
and Silver for which he paid to the Complainant on Madras 5 p Ct for freight on
the Elephants teeth 2 p Ct for the Silver, and three p Ct on the Silver and this
deponent further saith he does not know of any other Person freighting Goods on
the said Ship and more answer to this or to the last Interrogatory

Richard Sattoom

Examiner

Mayors Court at
Madrass Patnam

Between Andrew Mac Complainant
And Gorgeno Moodo Defendant

Deponent of Witness taken in this Cause Sworn before the Examiner in the
Court as follows
Gobinnadoss of Madras Merchant his age he does not know being produced as a
Witness in this Cause on the part of the Complainant was on the 27th day of May 1760 Sworn
at the Office of Mr William Bishop Attorney for the Defendant by Lawrence who left a
Note of the Name Title and place of Abode of the said Gobinnadoss and afterwards
on the same day being Sworn and Examined deposeth as follows the
H..... To the first Interrogatory this deponent saith he does know the Complainant and the
and the Defendant 2 Years or thereabouts
R
I..... To the 5th Interrogatory this deponent saith he did bring upon freight some Goods in
Madrasdoss and Elephants teeth on the same Tiddoredi Nagore from Pegue last Year
for which Ingood the Complainant on Madras but does not know Record but to what
Ingood the said Goods came to and further deposeth that some of the
Goods did Ingood Pardo on the said ship at the same time but of what and to what
Ingood they paid the Complainant for them, he this deponent cannot tell and
more answer not to this or to the last Interrogatory

Richard Sattoom

Examiner

A
J.....

15 Years and the defendant 15 Years or thereabouts

Sworn at Interrogatory this deponent saith he knows or knew that the defendant did procure Goods from the Company for the Landing of his and other Merchants Goods from on Board the Ships Endeared Mayne last Year in the Month of April and May and that he this deponent was the person appointed by the defendant to receive the said Goods so Landed and delivered unto the owners of them and that they were the defendants Servants who delivered them to the said owners and more this deponent saith not to this or to the last Interrogatory

Richard Latham

Examined

Interrogatories to be administered to such Witness as shall be produced sworn and examined on the part and behalf of Gregorio Mootoo Joseph Madrasapatnam Merchant in a certain Cause wherein the said Gregorio Mootoo is Defendant and Andrew Cowie of Madras aforesaid Merchant is Complainant

1st Let the Witness I..... Do you know the parties Complainant and defendant in this cause or either and which of them How long have you known them or either and which of them Where

2d To what Ship is the Landman of the Coolays..... Do you know or do you not know of any Boat belonging to the Company by the Complainant and delivered to the defendant If you what was the number of pieces of Cotton weighed were there or were there not any more in a Boat than the Coolays and did the Coolays so did they not carry the same to the Godown of Call Pully the whole you know touching this Affair to the best of your Knowledge and Belief the same particularly Declare

3d Coolays or Boat Cotton or Rice Landed or Shipped the Godown ..... Do you know or do you not know that the Coolays of the Complainant Brought into the Gregorio Godown sundry Bags of Candimums belonging to the defendant and were there or were there not two Bags of the said Candimums still upon the whole you know in the Premises particularly Declare

4th ..... Do you know or do you not know that on the Loading and delivery of the most part of the Goods which were put on Board the Ships of the Complainant at Pegue whether or not the defendant requested the Master of the said Ships that there were a large Lot of pickles of Mangoes and about two Pounds of Candimums were among the defendants Goods shipped on Board and did or did not the said Master promise to satisfy the defendant for the same if any to the best of your Knowledge and Belief the whole transaction particularly Declare

Coolays or Boat Cotton or Rice Landed or Shipped the Gregorio Godown

5th ..... Did you or did you not demand a Balance of Account of the defendant due to the Complainant and were you or were you not present at the time the defendant spoke with the Complainant and did you hear or did you not hear

By ... To the first Interrogatory this Deponent saith he was present when the Complainant executed the Bond to the Defendant Lord Clive in the Interrogatory

To the second Interrogatory this Deponent saith he has been informed by the Complainant Lovegrey and believes that the Defendant Lord Clive never received the Bond till last April and that before this Deponent received that Bond he was employed to the Defendants House and never went to the Pagoda as in the last Interrogatory

Richard Latham

Examined

Major Court at Madrapatnam

Sworn at Madras Before Nicholas Isham Esq. Commissioner for the Court of Chancery

Solomon Andrew Shee Complainant and Gregory Moody Defendant

Deponent Nicholas Isham Esq. Commissioner for the Court of Chancery

Lovegrey of Madras Merchant aged 28 years an Evidence duly produced on the part of the Defendant was on the 23rd day of June 1763 sworn to the Effect of the Written Commission to him directed by the Complainant and by Command of the Commissioners of the same, Title and place of abode of the said Lovegrey and of the Commissioners on the same day Interrogated and Examined by oath as follows

1st ... To the first Interrogatory this Deponent saith he has known the Complainant & Defendant for the space of about 6 Years or thereabouts

2d ... To the 2nd Interrogatory this Deponent saith that he has known Nathaniel Cooke employed by the Complainant to bring 2 Bags of Cardamum belonging to the Defendant with the Seals Endorsed on Each Bags appointed to him to Examine and open same Cardamum & Record and afterwards close up again this Deponent further saith that the Defendant was then in the Godown where engaged how those two Bags came in & also saw Nathaniel Cooke shew me Little Chitty a Merchant also present made answer they had come on board and were this Deponent believes to be in the Custody of the Interpreter

Richard Latham

Examined

and Sworn to before me

the Deponent

Produced on a Bill and sworn to in Court on the part of the Complainant and sworn the 23 day of June 1763 before me at the Office of Mr Wm Thornbrough Attorney for the Complainant by Commission who left a Note of the Hours Title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined, deposeth as follows

To the ..... 1st The said Interrogatory this Deponent saith he hath known the Complainant & the Defendant for several years past

To the ..... 2d 3d 4th & 5th Interrogatory this Deponent saith that he did demand a Ballance of Account from the Defendant due to the Complainant and that he was present when the Defendant desired of the Complainant either to deliver his Effects or Goods, or to account for the same, which done the Defendant was Ready to pay to him the Complainant what Ballance should Remain after settling their Accounts, or Answer touching the Complainant Request that is whether the Defendant had ever demanded or entered his Claim upon the first landing of the Goods and acquainted him that there was a Deficiency & the Complainant should have made that Deficiency up, but more he should not, and more this Deponent Deposeth not in answer to this or to the last Interrogatory

Richard Latham

Sworn

Mayors Court at Madraspatnam

Tuesday the 31st day of July Anno Domini 1764

Present

Thomas Bowrey Esquire Mayor
Claud Russell ——— Thomas Hall
George Baker ——— Aldermen

Mayrs Court

Between Abraham Hanson of Madras Mariner Complainant and Gregorio Mesta also of the same place Merchant Defendant

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

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[illegible] Valley Mahomed which Valley Mahomed is now or late of Valley Lodge and
[illegible] Defendant hereof as by Suggestion now of Record in this Honble Court
[illegible] appear to the Court being the Plaintiff of Defendant hereof de-
[illegible] Valley Mahomed and whereas your Orator further shews
that he hath frequently and in an amicable manner Requested payment
[illegible] of the said Debt but because the Account with the said Valley Mahomed
[illegible] and away at large the Said Valley
Court Hon'd Defendant hereof obstinately and wilfully Refuses to pay your
Orator any manner of Satisfaction touching the Premises your Orator Prays
a Writ of Subp[oe]na may issue out of this Honble Court directed to the Said
and good Provision for the Said Debt Therefore that the said Defendant may
may upon his Corporal oath true and perfect Answer make to all and singular the
matters and things herein before set forth and charged as fully plainly 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 one hundred and fifty
Pounds with such Interest thereon as shall therefor grow due thereon and all
Costs of this said Suit May it please this Honble Court to cause the said Defendant
to be summoned and Personally by the Sheriff of Portland Surrey Town of Kingston
patroon and the Deputy 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. Brumley
Adv. Compt.

Dated 8th October 1760.

The Defendant above named to Gentleman of Portland do hereby acknowledge
to have Received a Copy of this Bill and Severally Promise to pay the sum of Five hundred
pounds to the Plaintiff Complainant if he shall neglect or refuse to pay the Principal and Interest due thereon
within the Thirty first of June next and answer as Plaintiff Bill may be
taken from Valley Mahomed now Plaintiff appear for me in the Honble
appointed if there be any Default or Delay in my attendance belonging
to my Office for me to forfeit and Pay the Penalties Contained in the
Principal and Interest due to you and of any other Damages Plaintiff
Appear

Read and filed
10th July 1765

To the Honble the Mayor &
Court of Madras aforesaid

Humbly Complaining sheweth unto this Honble Court your
Orator Sudden Appapurry Calender of Madras inhabitant Natives. Mahomed
Amin & David Power also Inhabitant thereof unto your Orator entitled
just Sum of fifty two Pagodas Current Money of Madras aforesaid
Money of Great Britain according unto Pagoda eight Shillings Sterling
Pounds and ten Shillings aforesaid owing upon a Bond or obligation bearing
date the eleventh day of September which was in the year of our Lord one thousand
seven hundred and sixty two as will more fully and at large appear by a true Copy of
Bond or Penal obligation hereunto annexed and the original of which Bond is ready to
be produced to this Honble Court when required and humbly prays your Orator most
humbly pleas and prays the same may be admitted as part of this your Orator
Bill of Complaint

That your Orator further shewth unto this Honble Court that he hath
frequently and in an amicable manner Requested payment from the said Mahomed
Amin of the said Sum of fifty two Pagodas

But now so it is may it please the Honble Court the said
Mahomed Amin absolutely and wilfully Refuses to give your Orator any answer
of satisfaction touching the premises your Orator therefore praying a gen[eral] Order
such as to this Honble Court shall appear agreable to equity and good Conscience &c the
and Therefore that the said Mahomed Amin 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
he directed to pay unto your Orator the aforesaid Sum of fifty two Pagodas with all
interest due thereon also all Costs of this suit

May it please &c this Honble Court to cause the said
Mahomed Amin to be summoned and Required by the Sheriff of Madras and Peons
Peons of Madras aforesaid and the Defendt 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 to answer this your orators Bill of Complaint and to
further to stand to and abide such Order and Decree therein as to this
Honble Court shall seem meet &c

Will Cranmer
Att[orne]y for Pltf Complainant

The Defendant shall pay unto the Complainant the full and just Sum of Fifty two Pagodas & Pagodas 52 — & Together with such Interest as may be Due thereon with full Costs of this Suit

Q. Hart

Pendent filed
5th June 1760

To
The Worshipful the Mayors Court
at Madrasapatnam

Humbly Complaineth unto this Worshipful Court your Orator Thomas Hastings the Younger of Madras Gentleman by Thomas Callender Smith of Madras Merchant his Attorney Charles Smith of Madras Merchant Thatwhereas Comdu Cattelly Chitty and Naraina Chitty of the same place Merchants stand indebted to your Orator in the Sum of three hundred and three Pagodas new Fanams and twenty nine Cash making together Twenty many of Great Britain at the Rate of eight shillings for every Pagod as one hundred and twenty one Pagodas are shillings and no Pence as will more fully appear upon an Account Current herewith annexed and which your Orator doth frequently and often and amongst other manner demand of payment But now so it is may Upon your Worshipful Court Your said Comdu Cattelly Chitty and Naraina Chitty Contriving and Fraudulently intending wholly and Totally to defraud your Orator in the premises your Orator therefore prays a Generall Writ of Subpoena to the Worshipful Court shall appear agreable to equity and good conscience to Answer the premises and that the said Comdu Cattelly Chitty and Naraina Chitty may upon their Corporal Oath true and perfect Answer make to all and singular your Orators Matters and Things herein before Alledged and set forth actually fully and Effectually to all Intents and purposes as if the same were herein particularly Repeated and interrogated and be Decreed to pay unto your Orator the said Sum of three hundred and three Pagodas new fanams and twenty nine Cash together with all such Interest as is or hereafter shall become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Comdu Cattelly Chitty and Naraina Chitty to be Summoned and Required by the Sheriff of Portland George Town of Madrasapatnam and Parties 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 your Orators Bill of Complaint and further do & Suffer to and abide such Order and Decree as to this Honble Court shall seem Meet

Lordship Palmer &
Hill for the Complainant

Mayor's Court
Madrasapatnam

Tuesday the 27th day of August
Anno Domini 1765

LD

Present

Hble Lauld Russell Senior Aldermany
John Delavaive —— James Hay Jr
George Baker —— Aldermen ——

Between Warren Hastings &c
Owners of the Snow Golconda by their Attorney
Charles Smith of Madras Merchant Complain-
ant and Comra Balaby Chitty and Narain
Chitty also of the same place Merchants
Defendants

Mayors Court

Complaining 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 Refusing so to do 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 Three hundred and three Pagodas new fanams and twenty seven Cash (Pagodas 303. 27. 27) together with all Cash Interest as soon as they shall know the Amount and full Payment to make also all Costs of this Suit

L.S.

Captain John Mathews for all Sums and Damages that may fall due unto and by your Orator on that Account But that as your Orator having since Received advice from his said Attorney that it be thought fit most for your Orators advantage to pay off the said Sum of Ten thousand Rupees as aforesaid in order to Redeem the said ten Bales of Merchandize he was Resolved so to do and was Collecting money for that purpose your Orator therefore upon Receipt of this intelligence again applyed himself to the said Lewis Freeman Burgess John Alexander and Annesley Browne for the said Sum of twelve thousand Rupees to be taken up upon your Orators said Goods together with the Premiums due thereon which your Orator has Repeated amicably

But now so it is may it please this Honble Court the said Lewis Freeman Burgess, John Alexander, and Annesley Browne absolutely and wilfully Refuse your Orator any manner of Satisfaction touching the premises your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the end therefore that the said Lewis Freeman Burgess John Alexander and Annesley Browne may upon their 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 hereupon Repeated and interrogated and be particularly interrogated whether or not at the same time the said Captain Mathews agreed for the Said Sum of twelve thousand Rupees was not separate and agreed from the Rest of the Debt of the said Captain John Mathews and he Bound to pay unto your Orator the said Sum of twelve thousand Rupees together with all the Premium and Interest that were or shall Grow due thereon until full Payment made also all Costs of this Suit

May it please this Honble Court because the said Lewis Freeman Burgess John Alexander and Annesley Browne to be summoned and Appeared by the Sheriff of Fort St. George Town of Madraspatnam and the Inhabitants 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 same your Orators Bill of Complaint and further to stand to and abide such order and Decree as to this Honble Court shall seem Meet

Mr Hodges Palmer
Solr for the Complainant

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Read and filed
29th May 1761

To the Honorable the Mayor's
Court at Madrasapatnam

Humbly Complaineth & Sheweth unto this Honble Court
your Orator Christopher Hackett of Madras Merchant that Whereas
Catharina Johnson, Jacob Roach and Mutall Naique of the same place Mer-
chants stand indebted to your Orator in the Sum of one Thousand Pagodas
making in Sterling Money of Great Britain at the Rate of eight Shillings for
every Pagoda four hundred pounds as will more fully appear upon an Obligation
Ready to be produced and whereas your Orator hath frequently and in very
Amicable manner demanded Payment

But now so it is may it please this Honble Court the
said Catharina Johnson, Jacob Roach and Mutall Naique absolutely and
wilfully Refuse your Orator any manner of Satisfaction touching the Premises
your Orator prays a Genl Relief such as to this Honble Court shall appear
Agreable to equity and good Conscience to the End therefore that the said
Catharina Johnson Jacob Roach and Mutall Naique may upon their
Corporal Oath a true and perfect Answer make to all and singular the
matters and things herein before alledged and set forth as truly fully and Effec-
tually 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 one
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 Honble Court to cause the said
Catharina Johnson Jacob Roach and Mutall Naique to be Summoned
and Required by the Sheriff of Fort St George Town of Madrasapatnam
and Vestrick 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 & Abide by & Comply with and further to stand to and abide
such Order and Decree therein as to this Honble Court shall seem Meet

Arnold & Palmer
Solr for the Complainant

Subscribed 5th September 1761
Recd Fee 10/ dr

To the Honble the Mayor &
Court of Requests

Humbly Complaining Sheweth unto this Honble Court your
Orator John Brown Smith of Madras Merchant that whereas Tilladavra Pauyea
Pomathor to Chuba Cranah and Pauyeah Now Residing at Madras
Merchant stands indebted to your Orator in the Sum of four hundred and
fifty four Pagodas thirty three fanams and sixty four Cash making cur-
rency Money of great Britain at the Rate of eight Shillings for every Pa-
goda one hundred and eighty two Pounds seven shillings or thereabouts as
will more fully and at large appear upon Reference to an Account Current
for the inspection of this Honble Court herewith annexed and to which your Orator
prays may be admitted as part of this your Orators Bill of Complaint and
wherein your Orator hath frequently and in an Amicable manner
Requested of the said Tilladavra Pauyeah to settle the said Account and pay unto
Orator But true it is may it please this Honble Court the said
Tilladavra Pauyea Maliciously and Wilfully Refuses your Orator any
manner of Satisfaction touching the premises your Orator therefore prays
a Genl Relief such as to this Honble Court shall appear agreeable to
equity and good Conscience To the end therefore that the said Tilladavra
Pauyeah 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 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 four hundred and fifty four Pagodas thirty three fanams and
sixty four Cash with all Interest due thereon also all Costs of this Suit
May it please this Honble Court to Cause the said Tilada-
vra Pauyeah to be Summoned and Required by the Sheriff of Fort St. George
Peon of Massulapatam and Bailiffs thereof personally to be and appear at
a certain Court and place to be by this Honble Court prefixed and appointed then
and there to Answer the 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
Att[y] for the Complainant

Mess.rs Edward Pennick and Co.y with M.r John Senven Smith

1760 Dr

September 12. To my half Share of Charges on Merchandize paid by Edwd Penn.k

Carried on the Book of Iron and Gold thread Veg.s ..... £ 4.19.2

1761 Do

February 5. By Goods sold by Me on Account Sale £9.15.10

June 1. 32 By Cyder ..... D.o ..... D.o 121.18.7

Sept.r 12. By Rice ..... D.o ..... acct D.o 1531.34.12

4707.10.15

By Gross Receipts Sundry Depedts as per Invoice Dated 11 March 1761 from Savannah 1144.13.18

4852.24.13

November 4. By Interest on the following Sums to this Day 1762

On Pag.r 2. £ 4.19 ... from 12.th Sept.r 1760 ... 13.32 @ 12 p.r Cent.m

On Pag.e 3. By Mackerel from 1.st Feb.y 1761 ... 9.36 D.o 0.17.10

On Pag.e 3. By Cash from 2.d June ... 5.1 @ D.o 6.2.1

On Pag.e 1534.20.2 By from 21.st Sept.r ... 1.12 @ D.o 18.19.25

On Pag.e 207.10.13 from do ... 1.12 @ 15 p.r Cent 1.23.31

2883.12.30

1969.23.6d

By Balance 2853.11.11

Savannah 1761

Errors Excepted

L Lloyd Jr

Current on the exchange of Rupees into Current Money of Madras, as to the Article of eighty Pagodas this Defendant allows the same to be good Entries to the Article of the Interest on six thousand five Hundred Pagodas on the Debit side this Defendant is before He Hath in Conformity to the Custom of this Honble Court the same must be Reckoned at the Rate of Eight p.Cent p.Annum as already Reckoned and inserted in the Account Current of this Defendant as to the Article of Interest of Thirty two Pagodas nineteen fanams and seventy eight Cash this Defendant says Ought not to be Put twelve Pagodas fifteen fanams and seventy Cash which Interest is on Ninety five Pagodas and fourteen fanams, as to the Article of two Pagoda three fanams and fifty four Cash this Defendant says it ought to be but thirty fanams and forty Cash, and as to the last Article of the Debit side of twenty six fanams and seventy Cash this Defendant says it ought to be twenty one fanams and twenty Cash, As to the Article of four Pagodas Nineteen fanams on the Credit side this Defendant Allows the same to be good as Entered the Article of forty three Pagodas four teen fanams forty Cash, together with the following Article of one Hundred and twenty one Pagodas fourteen fanams seventy three Cash, But as to the Article of one thousand and thirty four Pagodas Twenty four Hundred and thirty one Pagodas thirty four fanams twelve Cash this Defendant Cannot help observing that the same is many erasures, and ought to be the sum of one thousand seven Hundred and sixty Pagodas twenty three fanams as it will more fully appear by the Account Sale of the Ship mentioned in this Defendants Cross Bill of Complaint the Amount of the said Account is Entered into this Defendant's Account Current as to the Article of one thousand one hundred and forty four Pagodas, Nineteen fanams, forty eight Cash this Defendant says it must be one thousand four Hundred and four Pagodas twenty two fanams, and will appear by an Invoice annexed to this Defendants Cross Bill of Complaint, and as to the last Article of Thirty one Pagodas twenty four fanams, wherein this Defendant is Charged with Interest amounting to twenty four Pagodas three fanams thirty seven Cash which is set forth in this Defendants Account Current together with all the Above mentioned Articles.

All which matters and things this Defendant is Ready to Aver Maintain and prove as this Honble Court shall direct and

his Adversaries as well as the Rest unequally false and Groundless and the Replyant would further Aver that the whole of the said Answer carrys the same Appearance being unsupported either by Argument or proof all which matter and things the Replyant is Ready to averr maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he has Already Prayed —

Archda Palmer
Attorney for the Replyant

—

Account Sales of Chuchah Veranah and Bapanah Rice
sold by Jno Lovendsmith at Madrass —

1762
Sept. 23 Sold Annachellum for Ready Money
Coarse Rice ... 17.56. at Pags 82½ per Garce 1420 10 —
Fine ... do. ... 1.113 at ... 87 ½ do. ... 111 2½
Pagodas 1531 2½

Errors Excepted
Jno Lovendsmith —

Read and filed
13 July 1762

The Rejoinder of Soliadarra Pauprey
Defendant to the Application of John Lovendsmith
Complainant

This Defendant now and at all times hereafter saving
and Reserving to himself all and all manner of Benefit and advantage
of exception to the many errors uncertainties Imperfections and insufficiencies
in the said Application Contained for Answer thereto Saith all and singular the
matters and things in this Defendants Answer are Certain true and
sufficient

heard a Secret from her husband along time and that this defendant has often
Asserted him for payment and that the defendant had frequently denied this
Replyant to have payment, and ever paying a small sum and nearly a going down
Grain as a Security for a part of what was due from which he obtained from this
Replyant a promise in writing that this Replyant would not trouble him for
the Remaining Ballance for a Certain time but when it was expired on this
Replyants demanding payment the defendant delayed it, and in many Shuffling
Cavils and Evasions Did not Come to this Replyant, whereupon this Replyant sent his
Servants several times to Call him and also ordered his Servants Manachellors
and his Working Brasiery Replyant Nassau to Request of the defendant to Come
and Settle his Account with this Replyant and pay what was due all
which this defendant paid no Regard to, but whereas the defendant meeting
one day with this Replyants said Brasiery on the Road as he was coming
to this Replyants House few days before this Replyant filed his Bill of Complaint
the defendant told this Replyants said Servant that he had no Money then
But should have some soon, Wherefore Requested of this Replyants said
Servant to order this Replyant to meet some time Longer or Harder to that
or the like Effect, which this Replyant conceives must be deemed a true Confession
of his being indebted to this Replyant, But notwithstanding this Replyant believes the
defendant knows, this Replyant could not be induced to comply with himself
of the expedient he now makes use of this delay the payment and hearing made
out a fictious Account demanded payment of the Ballance thereof Upon one
of his Attorney he employed, who informed this defendant that he had
Orders to sue this Replyant for the same, If this Replyant did Not think it
Advisable to pay the said Ballance, which Notorious Allegements of the
defendants Alleged this Replyant to cause this defendant for this great demand
for which Circumstances plainly Appear what little Regard the defend-
ant pays to truth in his said Answer insisting that this Replyant
commenced the said Suit, in order to distress him, In Reply to the
Objections the defendant makes to the Amount Articles of this Replyants
Account Viz. That Replyant alledges that under Colour of the Articles
of Partnership they Each Drew the Whole of Such Sums and Goods
Viz. this defendant does not deny what Ever the defendant has to
support his Objections thereto as the Goods Drawn by the defendant Drawn
with the Exchange of Liquors which the Defendant has taken Care to
make out for his Advantage but which this Replyant conceives to be
Wrong by an Account Sale of Such Liquors by him Rendered

Ready

demanded the Rejoinder thereof by means of his Attorney at Law, who informed the Replycant that he had orders to sue the Replycant for the same when the Replycant should choose to discharge the Defendant by procuring Payment from his Attorney with a Rejoinder to which the Offer he in an Amicable manner and after staying three days went from back to the Defendant's Attorney, and on the Defendant preferred his Bill of Complaint in this Honble Court

As to the objection this Defendant made with Regard to the Deeds filed by this Defendant & Pledges the same to be just, as to the Objection of the Rate of Interest, this Defendant admits that one half of the Sum of three Thousand Pagodas was lent unto this Defendant by the Replycant as Commander to Cheeka Paupanah and Verdanah at Pondycherry which was to be employed in Trade and in Consideration thereof this Defendant Agreed to pay the Replycant at the Rate of twelve Cent per Annum and the other half was to be laid out in Piece Goods at the Rajahmundry on Account and Risque of the Replycant

This defendant humbly begs leave to set forth that the Reply and Rejoinder in bringing the Sum aforesaid for the Rate contracted and the Sums of the Reply and Rejoinder Rebuck Pachia at the Rajahmundry who was to pay for the Goods which should be procured and to be remitted

As to the Objections made by this Defendant to the Rebuke of four hundred and twenty Eight Pagodas twenty four Fanams and twenty Cash this Defendant doubts not but that he shall be able to prove to this Honble Court in the Course of this Suit that all this Defendants Objections are true and well Grounded

All which matters and things this Defendant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his Answer he hath already Prayed

D. F. Brenchley
Att. for the Defendant

A Copy of an Agreement Given by John Lewis Smith unto Veeda Veera Pagoneda

Peter Lewis Smith do hereby promise and agree with Veeda Veera Pagoneda Commander to Cheeka Verandah

dwelling

Honorable the Baltimore Court of Appeals of the Attorney at Law, who informed the Replycant that he had orders to sue the Replycant for the same when the Replycant sought means to discharge this Defendant by procuring the papers from his Attorney with a Release to enable him to settle the Affair in an Amicable manner and after Stopping three or four days and then back to this Defendants Attorney and on the Interim prosecutes his Bill of Complaint in this Honble Court

As to the objection this Defendant made with Regard to the Lands Situate this Defendant adopts the same to be just, as to the Objection of the Rate of Interest this Defendant admits that one half of the sum of three thousand Pagodas was lent unto this Defendant by the Replycant as Gomastah to Choultry Irrapanah and Coramah at Pondicherry which was to be employed in Trade and in Consideration thereof this Defendant Agreed to pay the Replycant at the Rate of twelve Cent per Annum and the other half was to be laid out in purcha-sing Goods at the Northward on Account and Risque of the Replycant

This defendant humbly begs leave to set forth that the Replycant on Risque in lending the sum aforesaid for the whole was trusted and the Lands which should be purchased and the Remitted

As to the Objection made by this Defendant to the Article of five Hundred and twenty Eight Pagodas twenty four fanams and a cacky pack this Defendant doubts not but that he shall be able to prove to this Honble Court in the Course of this Suit that all the Defendants Objections are true and well Grounded

All which matters and things this Defendant is Ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his Answer he hath already Prayed

P. L. Brown Mate
Att[y] for the Defendant

A Copy of an Agreement Given by John Lewen Smith unto Sheduveera Pegrandy

John Lewen Smith do hereby promise and agree not to Harass Sheduveera Pegrandy Gomastah to Chuckan Coramah

dated

Whereupon it is the Humble Court shall appear Agreable to equity and good Conscience To Hear and Therefore that the said John Lewen Smith may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things herein before alledged and offerth as truly fully and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and be Decreed to pay to your Orator the said Sum of two Hundred and twelve Pagodas, thirteen fanams and sixty Cash with all Interest due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said John Lewen Smith to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Due-tricts 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

Wm Brand Greenslade
Attorney for the Complainant

Simon Smith Cr

1760

September 12 By Cash Received on part Account the Half of which Sum is to Bear at Interest at 12 ℔ Cent ℔ Annum and the other half employed in purchasing Merchandize at the Howard my own Account as per Contract and Obligation . . . . . ₱ 3000

1761

March . . 11 By Profit and Loss gained on Dutch Silver and Gold Thread the half part of which Amounts to Rupees 69 and 3½ Anᵉ which at 1066 ½ ℔ Mᵍˢ Pagᵒᵈᵃ is Mᵍˢ Pgᵒᵈᵃ 17.2.80 which at 100 Mᵍˢ Pagᵒᵈᵃ ₱110 Cur! Pagodas is . . . . . 18.27.76.

September 17. By Cash . . . . . 80 " "

October . . 20 By Interest on following Sums @ ₱ 8 ℔ Cent ℔ Annum

On Pagᵒᵈᵃ 1500 for 1 Year 1 Month & 8 days . . . ₱ 132.19 —

On Pagᵒᵈᵃ 95.12 fal. the Ballance of Pagᵒᵈᵃ 1500 which is withheld on purchasing of Goods as Cash for 1 Year 1 Month and 8 days 12.15.70

On Pagᵒᵈᵃ 18.27 fal. 76 Ca for 7 Months 9 Days . . " 30.40.

On Pagᵒᵈᵃ 80 . . . . . 1 . . . 9 Dᵃ . . " 21.20. 146." 11." 50.

2245." 6." 46.

By Ballance . . . . . 212." 13." 63.

Pagodas

1761

20 Octᵇʳ

Excepted

Brought Over.....

To Charges Merchandize &c.

To Freight on 199 Bags Paddy at 11 Rupees ₹ Garce 199 15 3/4
To Freight on 110 Do. at 21 ₹ Ditto ..... 110 " "
To Boat hire on Paddy and Rice ..... 10 10 "
To Cooley hire on 110 at 2 Annas ₹ Garce 3 10 1/2
To 200 Mats at 6 Rupees ₹ Do. ..... 12 " "
To Weighing and Peadal Hire Allowance ..... 2 " "
To 1 Pair of Measuring Pots ..... 1 " " 348 6 3/4 1177 3 1/2

March 31st 1761.

Landed at Gongavaram on Board a Paddy Boat belonging to Salvarayo

	Bags	Tot Qrs			
Paddy	199	6 10 12	at 20 Rupees ₹ Garce	199	15 3/4
Black Gram	110	11	at Do. ₹ Do.	25	6
				225	15 3/4

To Charges Merchandize &c.

To Freight on ditto Paddy ..... at 11 Rupees ₹ Garce ..... 33 15 "
To Freight on ditto Black Gram at 21 ₹ ditto 11 15 3/4
To Boat hire on ditto Paddy and Gram ..... 2 10 "
To Cooley hire on ditto ..... " 10 "
To 200 Mats ..... at 6 Rupees ₹ Do. ..... 12 " "
To a pair of Measuring Pots ..... 1 " "
To Sarang and Peadal Hire Allowance ..... 1 " " 114 6 3/4
To Commission at 2 ₹ Cent on the said Amount ..... 2 6 " "
Rupees 5185 12 "

Fort St George
November the 5th 1761.
Errors Excepted
[illegible]

Account Sale of Sundry Sorts of Rice belonging to the Ship which were sold by Mr. Johnson Senr. Supercargo

1761 By Cash Received for 200 Garce Rice 2d Sort @ 16 Rupees ₹ Garce ..... 3200 " "
September 16th Allowance on 1 Garce ..... at ₹ Do. ..... 9 " " 3208 " "
By Cash Received for 96 Garce 2d Sort Rice Damaged Garce 20 6 12 ..... 192 " "
Allowance on 2 Garce ..... 1 12 " 193 12 "
By Cash Received for 2 Garce 2d Sort Rice Damaged Garce 2 6 12 ..... 35 2 6
Allowance on Do. ..... 6 " " 41 2 6

Carried Over

2665

Court Servant to answer by which there was a difference in the defendants favour of Pagodas
five hundred and twenty eight twenty four fanams sixty eight Cash, and to shew this
Honble Court that he Drake was attending to satisfy the Complainant of this defendants
transactions concerning the said Rice, Defendant Counsel thereof attended daily the
morning list and to shew to this Honble Court that the said Rice sold by this defendant
was sold for the real value thereof — This defendant hath to acquaint this Honble
Court that some time after he was empowered to dispose of the said Rice the Complain-
ant came to this defendant and told him that he had sold ten Garce of the said
Rice at eighty Pagodas p Garce, which this defendant knowing the Right to dispose
thereof objected to, and was informed he could get a better price for it, which was more
to the Advantage of both parties, this defendant accordingly did dispose of the said
Rice at the Rate of eighty five Pagodas and a half for the Garce Rice and eighty seven
Pagodas p Garce for the Rice, for the amount of which he has given the Complainant
due Credit on Account for —

As to the difference in the Rate of Interest it arises from the different
Rate of Interest as set forth in this defendants Replication to the Cross Complainants
Answer and from the different sums it is calculated on owing to the errors and the
Court Refuses the Rate the Complainant has unjustly Rated this defendant
for as above set forth. Which matter 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.

L Smith
Arbuthnot Palmer
Attorney for the defendant

Read and filed
15th July 1762

The Cross Replication of Alderson Lampagh
of Madras Merchant to the Answer of Peter Lewis
Smith of the same place Merchant

The Cross Complainant now and at all times hereafter saving
and reserving to himself all manner of benefit of exception to the many evil
Insufficiencies and untruths in the said Answer contained doth find the said
Answer

and Fifteen Morahs of fine Rice which the Replyant did not deliver over in order for him to sell the same: that the Replyant did not pay Duty on Landed home: that Replyant further sets forth that the said Rice was sold before the Landed time for Duty was any Reason the Nelson Account sale of the said Rice which the Defendant produced in this Noble Court pretends to say that the said Rice was sold the twenty second day of September which was in the Year of our Lord one Thousand seven Hundred and sixty one, but the Rice was really sold the six Tenth day of that Month, therefore this Replyant is humbly of opinion that by the said Agreement made as aforesaid, this Replyant further begs Leave to observe to this Noble Court that the said Rice was not sold at the Current Market price but at a reduced price in order to set forth the same in Accurate state, which he produced to have sold to his Attorney whereby a false Assertion notwithstanding the Defendant alledges the same upon his Oath but this Replyant will prove to this Noble Court that the Rice was sold to different Merchants under date of the Sixteenth of September in the aforesaid Year for the Real sum of one Thousand seven Hundred and sixty Pagodas and twenty three Fanams and this Replyant admits that he attended the measuring of the said Rice to their Merchants who purchased the same but not to Ten Gallons and this Replyant further admits that he went to the Defendant and told him that he had sold ten Garce of the said Rice at the Rate of eighty four Pagodas and a half p.r Garce with allowance of one and a half every Garce, but this Replyant denies that he told the defendant that he had sold the Rice at Eighty Pagodas p.r Garce and that it was not untill some time after the defendant was Empowered to sell the said Rice, and before this Replyant admits that the defendant did Object against this Replyants selling the Rice, and Desired him at the same time, which this Replyant will hereafter prove and this Replyant will moreover prove to this Noble Court that the Rice which this Replyant debited the defendant with Amounting to the Sum of One Thousand seven Hundred and sixty Pagodas and twenty three Fanams was the Real Produce of the Rice

All which matters and things this Replyant is Ready to Aver maintain and prove as this Noble Court shall direct and humbly prays as in and by his said Bill he has already Prayed

P.t Greenslade
Solr for Replt

of the grain landed from Pon[illegible] Sattanaik Vessell that put in at Mafulipa-
tam to her said dubash and will prove in due time, the Agency of the said
Vessell having also at that and Reward the annexed in hearing of the death of her
Daughter Chocka Veeranah which this defendant being informed of wrote him
Ingo Pdo a Promissory and Order to the Chief there to endeavour to Recover ed
of Hanmanthoo Rao defendant all the said money belongs and Contracts before from
the very year before with his employer Chocka Veeranah and Rajamundrum
that same manner and terms as this and thereupon Charged Comission from
this defendant as Paddy Exported, and as to any Debt due this defendant has
had with the Pltff and this Pltff doth not know of any other than the Accounts
shelpoda and Moneys his employer Promised them to discharge this Defend-
-ants Debt, This defendant admits to have Received five of the ten Corges of
Paddy Landed from Boddu Hanmandrayo Vessell at Vizagapatam for
which he has Credited the Pltff and for the above Debt the Sum of Seventeen
Pagodas sixteen fanams and sixty four Cash for five Garces thereof would there
to swell to that the other five Corges and Hanmanthoo did take Back
this defendant Denies that it was by his Order that was accounted by the
following Circumstances, that this defendant was following the said Corges
of Paddy was either by mistake or design consigned by his Employer
Chocka Veeranah and Rajamundrum both to this defendant and the
said Hanmanthoo whereupon this defendant claimed as Employ
to the Pltff and had Made in the part to Employ from Hanmantho
accordingly did as aforesaid Pltff was Paddy to Received

P 2

Madras with the Interest thereof or any part of it shall remain due and unpaid
after the time before Limited for which was one Month from the twenty sixth day of
March in the year of our Lord one thousand seven Hundred and sixty one the same
having been first lawfully demanded &c as here by Agreed that the said John
Lavie his Heirs Executors Administrators or Assigns shall and may then
Sell the aforementioned Goods and out of the produce arising from such Sale
Shall Retain the aforementioned sum of one thousand five hundred Pagodas
with its Interest Per Fee And this defendant absolutely Affirms he did in
Consequence and by Virtue thereof actually Bonafide sell the said seven-
teen Garce and eighty six Morcalls of Coarse Rice and one Garce and one
hundred and thirteen Morcalls fine Rice to his Dubash Annachellum
who might perhaps afterwards sell it to other Merchants for the sum of one thousand
five hundred and thirty one Pagodas Sixty four fanams and twelve Cash which
this defendant will sufficiently prove in due time, as also that the said Sale
was made at the market price and for more than what the Reply and sold this
defendant he had sold ten Garce for of all which matters this defendant will
produce the clearest and most distinct proof and doubts not thereby
clearly to evince to this Hon^ble Court the falsity and Litigiousness of the Reply
and demand and this defendant says as in and by his said Answer he has
already said and does and will aver all and every matter and thing therein
contained to be true as the same is therein and thereby set forth and Expressed

Archdale Palmer
Attorney for the defendant

Read and filed
4th November 1762

The Interrogatories of Teledavera
Pauptah of Madras Merchant Complainant to
be Exam^d on the Interrogatories hereunto annexed
for the Plaintiff Merchant Defendant

The Interrogatories to be Exam^d on the part and behalf of the Plaintiff

by the Receipt of Cornell Stalbrook being annexed to this Complainants Replication and this Complainant further says That the said Sum of Sixty eight Pagodas sixteen fanams and sixty four Cash must be Credited on the Account of the said Cornell Stalbrook as he brought from the defendant the whole Cargo of Rice the Shannanantonga Vessell excepting the Complaint of Bombleputam Paddy delivered unto Annathaia for of the said Sum was to be Credited on the Account of this Complainant then Consequently the amount of the whole Cargo which was sold the said Cornell Stalbrook ought to be Credited for on the Account of this Complainant which is Contrary to Reason, this Complainant is Greatly at a Loss to guess at the defendants Reasons for making this Complaint Liable for the Goods the defendant sold on their own Account and Risque to Cornell Stalbrah and which Proceedings of the defendants, this Complainant thinks hopes will not escape the Notice of this Honble Court

This Complainant further says that in Regard to the Grain that was Landed from Shannanallee Sabanahs Vessell and put on at Mafaulgnatam the defendant replies to and says that neither He nor his Dubash Bachea to his knowledge has Received yet any part of the amount of the said Grain This Complainant begs Leave to acquaint this Honble Court that He is not Liable to the defendant for the said Grain nor does it any ways Concern Him as the said Cargo was put on Board of the said Vessell on Account and Risque of the defendant and that the defendant says he has wrote to one Pagapuito about the same but the Defendants Dubash Bachea when he arrived There declared unto this Complainant that he had Received the amount of the said Cargo that was Landed at Mafaulgnatam which was the Reason that induced this Complainant to suppose that the same was Received by the defendants Dubash Bachea, and which afforded this Complainant no doubts not, but to grant to the Satisfaction of this Honble Court and this Complainant begs Leave of this Honble Court to Decide that affair Concerning the Pagodas which appears to the defendants to be Hypothetical and contrary that this Complainants former Attorney instead of the sum of one thousand four Hundred and four Pagodas and twenty two fanams, had only inserted the sum of one thousand and four Pagodas and twenty two fanams, which sum of one thousand four hundred and four Pagodas, twenty two fanams Arises from the exchange of Five Chous and one Hundred and eighty one Degrees and eleven Minutes, being the amount of the Invoice of the Cargo put on Board the several Vessells on account and Risque of the defendant which at the Rate of four Hundred and two Pagodas and one quarter of a Pagoda per Hundred Pagodas will make Madras three thousand Pagodas one Hundred two Hundred and twenty six Madras Pagodas and thirty one fanams, Now allowing ten per Cent on the Madras Pagodas, which they first made amount to the Sum of one Hundred and twenty seven Pagodas and twenty seven fanams, which is to be added to the Sum of One thousand

two

NM

Pagodas twenty two fanams debited to the account of this defendant which he makes the greatest Subject of his Surrejoinder to cover up a Mistake which he alledges he has been guilty of in Short debiting that article four hundred Pagodas by debiting in lieu thereof one thousand and four Pagodas instead of one thousand four hundred and four Pagodas, What the Complainant can aver at by this Blundering in his proceedings this defendant cannot Imagine, for this defendant has already told here in his Rejoinder that there is no such Mistake existing in the Account he mentions in which he has wrongfully debited this Defendt has twice affirmed he has Not, as to the Contradiction mentioned in the said Surrejoinder concerning the Landing of some Goods at Moatpilly which the Complainant alledges this defendant asserted in his Answer was Landed at Gourgapatam this defendant denies the matter which the Complainant is pleased to tell now. For if he carefully perused the said Answer he will find that it is there asserted that the said Goods was Landed at Moatpilly — This Defendant therefore thinking it Needless to take up any more of the time of this Honble Court says as in and by his said Rejoinder he has already said, and does and will rely all and every such Matter and Thing to be true as the same is therein and thereby set forth and Expressed as ——

Lyttleton Peirce
Attorney for the defendant

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 John Lewis Smith is Complainant and Edward Fenwick is Defendant Viz.

1st Whether Witness Knows the parties complainant and defendant in this Cause or either of them. Where How long have you so Known them or either and which of them. Declare

2d Do you know or do you not know of any Contract made by the Complainant John Lewis Smith for the Purchasing of Goods and Merchandize at Pondicopatam or any other place for the

Company over the water to you? who deposed thereof when the same occurred?
Do you Know of any Goods or Merchandize purchased for the Complainant out
Motives for such Money Goods and Merchandize so sent, & If you what goods or
Merchandize? and who purchased the same and paid for them? Do you Know
or do you not Know of the Barkis arrival at Pamblepatam aforesaid on the
Business of the Complainant? If you when did he so arrive there? the whole with your
Reasons of your Knowledge thereof at Large

Interrogatory 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 as
you Know and do believe together with your Reasons for such your Knowledge
and Belief

Archdale Palmer
Attorney for the Complainant

Between John Lewis Smith Complain-
ant and Soldavera Paupiah Defendant

Deposition of Witness in this Cause taken by and before the
Commissioners in the Court as follows
Barkis Dubash aged 52 Years or thereabouts being produced sworn & Examined
in this Cause on the part of the Complainant is now sworn and Examined and
deposith as follows

To the 1st Interrogatory this deponent saith that he has Known the
Complainant 9 Years and defendant 10 Years or thereabouts

To the 2nd Interrogatory this deponent saith that he knows of a Contract
made by the Complainant with one Soldavera Paupiah who was Commanded
by Cordia Rapanada a Merchant at Pamblepatam, and saith that the
said Complainant did advance the said Soldavera Paupiah 2000 Pag.
Pardien Gold Thread and Duck Cloth and part in Cash with which Cloth
which was due from the said Cordia Rapanada to previde Cargoe to the
Northward which said Cloth was sent down by Soldavera Paupiah by
a Paddy Boat to Cochah Rapanada who purchased and paid off the above
Articles He this Deponent further saith that he was sent down by the
Complainant to Pamblepatam to see that the Contract did not send the
Cargoe in a Paddy Boat he was not deceived in the process that he the
Deponent received there about 30 Days after the Boat in which there

Above

from the Complainant at this Place, but is not acquainted with the amount, that the said Articles were sent to Cuchah Rayaumah about 8 Days past, but does not know on what account, but it was sent there on a Teddy Boat and that one Cuccah Cumaiah Brother to Cuccha Rayaumah had the Charge of them, He further saith that he does not know of any goods or Merchandize that were purchased for the Complainant and that one Pacha arrived at Pondegatam from the Complainant about 25 Days after the said Cuch Silver and gold thread were sold by Cuchah Veeranah and more cannot to this or the Last Interrogatory

Cuccha Chittana Rayaumah

Henry Crawford
Examined

Between John Lovell Smith Complainant
And Teladavera Pauyah Defendant

Mayor's Court at Madraspatnam

Deposition of Witness to be Sworn in this Cause, by and before the Examiner in this Court as Follows.

Arnachullum of Madras Dubash aged 42 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 20th day of March 1762 Sworn at the office of Mr William Cranmer Attorney for the Defendant by Canacapah who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being cross sworn and Examined deposeth as Followeth.

To the first Interrogatory this Deponent saith that he has known the Complainant for 8 or 9 Years and the Defendant for 8 Years or thereabouts.

To the second Interrogatory this Deponent saith that he does know of a Contract having been made by the Complainant John Lovell Smith for the Purchasing of Goods and Merchandize at Pondegatam and other Ports to the Northward of Madras with the Defendant Teladavera Pauyah on account of this Masters Cuccha Chittana Rayaumah which Contracts was made at Madras and the terms of the said Contract were that the Complainant and defendant Master Cuccha Veeranah and Rayaumah should go half and half in joint Shares, also that there were advances of Money and other Articles made by the Complainant to Teladavera Pauyah on Madras on which advances an Investment consisted part by of Gold thread and Cuch Silver, but to what amount he cannot say, the Remainder to make up and Balance of three thousand Star Pagodas, required on Madras Pagodas, and the said Gold & Thread

said Mr. Isaac Smith has done, but has never yet Received the Money and more has depoſed saith not, to this or to the Last Interrogatory.

Richard Sathorn
Examiner

Interrogatories Ads. Administered to such Witneſses as shall be produced Sworn and Examined on Behalf of the Original Complainant in a Certain Cause wherein John Lewen Smith late of Madras Merchant is Original Complainant and Peladoura Paupiah of the same place Merchant is Defendant Respectively.

To all the Witneſses Jointly ..... Do you Know the parties Complainant and defendant in this Cause or either of them? If yea How long have you so Known them or either and which of them? Declare?

To Arnachellum Pa ..... Do You Know or do you Believe the Complainant and Pudy Narrain of the defendant to Ever being Requested to Adjust and settle such Accounts If yea Wherein was he so Requested, and when or at what time? The whole with your Reasons Declare?

To Arnachellum 3d ..... Do You Know or do you Not Know or are Pudy Narrain acquainted of any Grain arriving at any Port to the Northward on the Pallaiah and Coast of the Original Complainant Mr. Isaac Lewen Smith and defendant? If yea what Grain or where did such Grain arrive? Was or Was not the Original Complainant informed thereof? If yea by whom? and from whom was such Grain Consigned? Was or was not such Grain sold? If yea when to whom, and how came such Grain to be sold and by whom was such Grain sold? The whole with the Reasons for such your Knowledge Declare?

To Arnachellum 4th ..... Do You Know or do you not Know and Pudy Narrain or are acquainted of any Grain or any other Article of Merchandize purchased by the Original Complainant Mr. John Lewen Smith of any Sarcars belonging to the defendant? If yea what Grain or other Merchandize was so purchased? at what Price? and what was the Market price of such Grain or other Merchandize at the time it was so purchased Was or was not any Payment made for such Goods? If yea to whom and by whom and what Became of such Goods afterward? The whole with the Reasons for such your Knowledge declare?

To Pudy Narrain 5th ..... Do you Know of any Rice the Property of the defendant Pauped sold by the Original Defendant Mr. John

and accountable to the said Mr. John Lawson Smith for any Ballance that may Remain in the Merchants Hands or other outstanding Debts contracted in their parts in these transactions. In Witness whereof I have hereunto set my Hand and Seal in Fort St. George this twelfth day of September One Thousand seven Hundred and sixty

Signed, Sealed and Delivered
(Stamp no Stamp Paper is to be had)
in the Presence of

B

Know all Men by these Presents that I Veledavoora Pauprah of Madras Gomastah to Cheekah Veeranah and Bapooanah of Bombay Merchants for and in Consideration of the Sum of one thousand five hundred Pagodas Current of Madras to them in hand paid by Mr. John Lawson Smith of Fort St. George the Receipt whereof is hereby acknowledged Hath transferred Mortgaged and Assigned and doth hereby transfer Mortgage and assign unto them the said Mr. John Lawson Smith Five Corgoes of Grain of two Vessells belonging to the said Cheekah Veeranah and Bapooanah called three Veerabhuddra & Para Ramah Chundroah Ayrangy, and two Cowtamarcha Condey Oyjeah Ayrangy which are Loading at Balasore on their Account and bound to this Place To Have and to Hold the said Goods unto Him the said Mr. John Lawson Smith his Heirs Executors Administrators and Assigns Provided Never Nevertheless that if at the Expiration of one Month from the date hereof the aforementioned Sum of one thousand five Hundred Pagodas with Interest for the same after the Rate of twenty per Cent p. Annum shall well and truly pay or cause to be paid unto the aforenamed Mr. John Lawson Smith his Heirs Executors Administrators or Assigns then and immediately upon such payment to the said Veledavoora Pauprah Gomastah to Cheekah Veeranah and Bapooanah their Heirs Executors Administrators or Assigns shall and may Repossess the said Goods above Mortgaged But in case the said Sum of one thousand five hundred Pagodas Current of Madras with the Interest thereof or any part of it shall remain due and unpaid after the time aforelimited for the same having been first Lawfully demanded It is hereby agreed that the said Mr. John Lawson Smith his Heirs Executors Administrators or Assigns shall and may sell the abovemantioned Goods and of the produce arising from such sale shall retain the aforesaid

Sum

Mayors Court at
Madrespatnam

Between John Lewen Smith Esqrd
Complainant and Teledavera Pugnah defendant

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

Judy Pakkiam of Madras Weaver aged 30 Years or thereabouts being Pro-
duced as a Witness in this Cause on the part of the Original Complainant Sworn the
the 19 day of March 1762 sworn at the Office of Mr Williamson Cranwell Attorney
for the defendant by Comacapeah who left a Note of the Name Title and place
of Abode of the said Judy Pakkiam 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 original
Complainant 12 Years and the defendant the same time or thereabouts

B To the second Interrogatory this deponent saith that he knows of some
accounts existing between the original Complainant Mr John Lewen Smith and
the defendant, also that the defendant had been Requested by this
deponent, on the order of the original Complainant, ten or twelve different
times in October 1761, to settle those Accounts which he the defendant, always
put off from time to time

C To the third Interrogatory this deponent saith that he does know of some Gram
viz Rice and Paddy, arriving at the Port of Cuzzipatam to the Defendant
or the joint Concern of the original Complainant and defendant, also of the
said Original Complainants being advised of the arrival of the said Grain
at the said Port of Cuzzipatam by the defendant and that the said Grain
viz Rice and Paddy came from Coringa to Cuzzipatam and was
consigned from Cherlah Vencatah and Papiah Merchants to the said
defendant and further saith that the Grain aforesaid was sold to Soubiah
and Pattiapah two Condapallam Merchants then at Madras who made
a Contract with the said Original Complainant for the purchase of
the same by the Consent of the defendant at Cuzzipatam aforesaid

D To the fourth Interrogatory this deponent saith that he does know of some
Gram viz Condoos Gram, Black Gram, and Horsegram, with some
oil purchased by the original Complainant Mr John Lewen Smith from
the Syrang and some Casses of Oil belonging to the defendant
which said Oil did arrive here from the above mentioned Port of
Cuzzipatam after the Contract had been made between the said Original
Complainant and Subiah and Pattiah the above mentioned Merchants

Constant

(2)

Examination for Paddy Cer dated 12 September 1760 exhibited
by Veeduwara Tapanah for the Sum of 3000 Pagodas which sum the
Original Complainant Mr John Lewis stands indebted to the said Cura
Carava & and Bopanah Masters to Veeduwara Tapanah for 3000
Pagodas made on account of the original Complainant and the
Other half on the account of Cowah Caravah and Bopanah and that
the said Original Complainants half 1500 Pagodas was laid out in
Cupperchasing of Paddy and other Merchants Goods by the said Cowah
Caravah and Bopanah on the said Original Complainants
sole account and to be by them freighted on board of their own Vessells
and sent to Madras and for the other half 1500 Pagodas the said
Cowah Caravah and Bopanah, were to allow the said Original
Complainants Mr John Lewis and after the Rate of 12 p Cent Interest
p Annum, Another Particulars of the said Bond, this deponent saith
he does not now Remember but saith that does verily believe
the said Deponent, The Paper writing marked B the deponent saith
is a Mortgage Bond mortgaged Given by the original Complainant
Mr John Lewis unto an account of a Ballance of the above mentioned
sum of 3000 Pagodas and was signed and executed by Veeduwara
Tapiah in the presence of this deponent and further saith that the
Letter marked C are Receipts given by the Original Complain-
ants to Arnachellum for different Pagodas Received from him for
Rice

Last ... To the Last Interrogatory this deponent saith that the defendant
Veeduwara Tapanah demanded Commission from the Original Com-
plainant Mr Lewis for Purchasing of the Cloth
which had never been Charged by the defendant to the Original Com-
plainant before as this deponent can Witness having made out the
Accounts thereof which passed between them for two Years before and
also that the defendant charged the said original Complainant freight
from Madras to Mootapilla for the Grain sent by the aforementioned
Cofoll, for which Freight this deponent saith there was no demand
made by the defendant when the said Cofoll arrived from hence and
this deponent further saith that he never Heard of such a demand
being Made by the defendant from the Original Complainant till he
saw the Second Current, this deponent saweth to the fair Copy of
his Deposition three Pagodas further added that the Sum
of three thousand Pagodas allowed by the original Complainant to

Mr

to Pullicat and Sadras jointly, the Grain on the other Vessell to be
Carried to Sadras, which Agreement was Executed on both the Vessells was sold on
Contract by the Original Complainant and defendant jointly at Madras
to Mr Crawford & Merchants, on the manner above mentioned, this deponent
Answer and saith that the Original Complainant and defendant were
advised soon Time of the arrival of the aforesaid Vessells on the Coast
patavia, Because of the other Port he does not Recollect and that they
could not be able to proceed to Madras the Port they were originally
consigned to upon which the defendant by the desire of the original Com-
plainant wrote a Letter to the Supra Cargo of the Vessell arrived at Pyangna-
tam to proceed there with her immediately, and that after the dispatch of
the said Letter the defendant and this deponent brought the aforesaid
Merchants to the original Complainants House, on which the Consent
of the defendant contracted with the aforesaid Merchants in the manner
aforementioned for the disposal of the Grain on both the Vessells, understanding
that there was dearer at that time to the northward than there was agreed that the grain on Board the Vessell arrived at Pyangnatam
should be delivered at Mootapilla and that on Board Another Vessell
contracted for with Lazarus Sadrack at whatever Port it should be arrive

A to the fourth Interrogatory this deponent saith that he does know of grain
being purchased by the original Complainant from some Lascars belonging
to the defendant, consisting of different kinds of Grain Viz bought at the
Market price which he does not exactly remember the said Grain was
paid for by their Original Complainant to the said Lascars who gave him
a Receipt for the Money and the grain was afterwards delivered out
upon the Wharf at Madras.

B to the sixth Interrogatory this deponent saith he knows the Paper
writing marked A and C that does and Remembers that was the
B the Paper writing marked A he saith is a Contract Bond made
between Coromandel and Bengal merchants for Paddy Executed
the 12th September 1788 Witness the hands of the said Contractors
& seals made and has also his Memory but saith that the Contract Bond
was signed and executed by Tolaseram Agarwalla and witnessed on the
part of Paddy Merchant and this deponent the Paper writings
marked as B and C are Prompts given to this deponent by the Original
Complainant for payment of the purchased Grain

C to the seventh Interrogatory this deponent saith that the Market
price of Balasore Rice at that time was 32 to 32½ Pr Gare Gare
Rice

No 1

Mayor's Court
Madras Presidency

Between John Lewis South original
Complainant and Thomas Pyarus Defendant

Deposition of Witness taken and sworn before
me this Court as follows.

Peter Verdagallan Merchant aged 25 Years a Witness duly sworn
deposeth as follows on the part of the original Complainant under
the 23d of March 1760 before me at the Office of Mr. William Cranwell Attorney
for the Defendant by Interpretation of Mr. Francis Pillai and
Peter Joseph Clerks of the said Mayor's Court duly sworn in Brown's Language
sworn and Examined deposeth as follows.

To the first Interrogatory the deponent saith that he knows the original
Complainant for 2 Years or thereabouts and the defendant much the same
time.

To the third Interrogatory the deponent saith that Brown sold by the
original Complainant and defendant last December at Vepery aforesaid
a Parcel containing of Paddy, Rice, Black gram and Horse gram
coming from thence Northward on their joint Account and that the
deponent saith that he did purchase the said Grain and the deponent
further saith that he did at the Original Complainants house privately
with Subadar Contract with the said original Complainant and Defend-
ant both together for the purchase of the said Grain to be delivered to
them Subadar and the defendant on their Godowns here at Mootapalle
at the time of making the above mentioned Contract Annachellum was also
present; and the Deponent more saith not to any particulars enquired
of him in this Interrogatory.

Last R. To the Last Interrogatory the deponent saith that he does not know
anything more material in this Cause.

Peter Verdagallan

Sworn

Mayor's Court
Madras Presidency

Between John Lewis South original
Complainant and Thomas Pyarus Defendant

Deposition of Witness taken and sworn before me

this

more than one hundred Pages the 31st year of her Age ——
Last ..... to the Last Interrogatory She deponent saith that Brass and Iron
any Surgeons Concerning this Cause ——

Richard Sullivan
(Examined)

Dr. the Right of Community Annah Aprango and Sloe Bamaloe

Hoe Grass	570 Hundle	@ 3/6 per 100	9.19.10
Sangal Sticks	131 Do	@ 1/6 per 100	1.16.6
Candle Loo	1731/2 Do	@ 1/2 per 100	0.17.10
Black Grass	153 Do	@ 3/6 per 100	0.5.7
Carabalee	21 Do	@ 3/6 per 100	0.1.6
Old Wood	2 Do		1.—
Lamp Oil 2 Puppers			1.—
		Pagodas	13.3.10
Cash Received above			
Boat Hire	1 Boat		1.6.10
Cooliehire			1.—
Basketsee			2.5
			1.13.10
Cutting with Staff @ 3/6 per Haze	9.20		
27 Do Staff @ 1/6 per Do	2.27		12.1.10
			13.23.—
Repairing Cupboard Lock & Key			
Repairing @ 20 per Cent		1	
		21	
Do @ 12 per %		3	
		27	10.23
		Pagodas	101.24.—

Fort St George
12 April 1761

Extract of three Letters from Mr Lobo Lemon Southwick Book
Relating to his drawing Bills on Payment of the Sum
of Pagodas 1831.34.12 in full for 17 Years and 86 Months
of Three Men and 1 Year and 1153 Months of Two Men
Account

Says Plaintiff by his Attorney and by Order and for Warrant of his original Complaint aforesaid Shews for Cause why he ought not to be paid for the same and other wrongs by him sustained paid for the same and other wrongs, and Damages paid, and for what goods, or Merchandize, and Debts and Accounts the whole yet Shews touching of Wrongs for Satisfaction wherein he prays Judgment &c

To Mod. Rep. B ..... Pay you Shew or do you not Shew, of any demand of Payment of Compleat or Sums of Money being made by the Defendants Attorney Mr. Philip Barton Gwynn made in the original Complaint aforesaid if you Shew and what kind was such a demand made, or whose person but otherwise the Substance of such a demand and what was done and Complained to you upon such a demand being made, for your Answer to the Importance of such a demand being made, in your manner the whole yet Shew touching of this Matter fully to be Heard and particularly declare

To Mod. Rep. and Copias C ..... Pray you or any person employed what the Defendant Mortgagee in the Original Complaint called for by the Condition of the said Deed of Mortgage if any and what price did it sell for at that time and was that the Current price for that sort of Rice? was Rice or was there not at or before the time of the said Rice being brought in by the Defendant Mortgagee any other Rice to be had for Sale and what price was the same sold for and what was the Cause thereof to the best of your Knowledge and belief Particularly declare

To Mod. Rep. and Copias and Summ. D ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. E ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. F ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. G ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. H ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. I ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. K ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. L ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. M ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. N ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. O ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. P ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. Q ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. R ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. S ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. T ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. V ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. W ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. X ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. Y ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. Z ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. AA ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. BB ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. CC ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. DD ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. EE ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

To Mod. Rep. and Copias and Summ. FF ..... Pray you Shew or do you not Shew what Quantity and Sorts of Rice that was Mortgaged unto the sole Defendant by the said Complainant if you Shew the Sorts and Quantity and to what person or persons were it sold to and what price was it sold to them or each of them, and what day or days and what Month and in what year and where were it sold and when delivered and to what Town or Towns were it delivered unto and by whom and when and where were the same measured out and by what Town or person were it measured by? Shew also touching of the Premises from the Beginning unto the end and how you came to Know the same particularly before you

In Chancery ..... Depositions taken and Sworn before the Comptr
Defendant Richard Bell Esqr Counsellor at Law and Solicitor
Learned in the matters and for what Cause and what did the Comptr Complain
and do say that he the Comptr Defendant is about Seventy Years
Examination of the Affiant from the Beginning unto the end Particularly Deposeth

In Chancery ..... Depositions taken and Sworn before me this 15th
Day of April 1763 at the Office of Mr
Richard Bell Esqr Barbados Present, as you Honour have heard unto Be Learn
with the Matters of which you Honour Judge or Belief

William Cornwell
Attorney for Defendant
and Corpt Complainant

In Chancery ..... Between The Honble Lionel Smith Complainant and Corpt
Defendant and Abraham Rogers defendant & Corpt Complainant

Depositions of Witnesses in the Cause taken by and before the Com
missioners in the Court at Pilgrim

Cayana Bayard of Madras Merchant aged 50 Years or thereabouts being
produced as a Witness on the Cause on the part of the defendant and Corpt
Complainant sworn the 15th day of April 1763 Sworn at the Office of Mr
Archibald Palmer Attorney for the Complainant and Corpt Defendant by
Commission to the Left Names of the Commissioners Title and Place of abode of the said
Cayana Bayard and afterwards on the same day being sworn and examined
Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant
Peter Both of them For 5 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he has known the Com
plainant in entering the Action Ejectment by the Name of Money to pay
for Northmore Esqr Bill the amount of Bond & Interest thereon due, and
Bill the said Action was sent by Packet to Barbados Cayana Bayard
made to purchase Grain and there Receiving Orders at Barbados he
would produce wherewith to get in the Grain and Deponent about
two Years ago

3d ..... To the third Interrogatory this Deponent saith he has known nothing more
or other but from Bill the Corpt Complainant did owe a Sum of
Money by the same Bond by the which to Enoch Pearce Cayana Bayard
Deponent

In Chancery

Between Thomas Swanston Complainant and Corfe Defendant

Mayors Court at Madras

Between Thos Swanston Complainant and Corfe defendant and Hodgson Angus defendant Corfe Complainant

DEPOSITIONS of Witnesses on the Commission duly and before the Examiners in the Court as follows.

Cayapah Rayah of Madras Merchant aged 28 Years a Witness duly produced as a Witness on the part of the Defendant and Corfe Complainant and on the 15th day of April 1763 shown at the Office of Mr. Archibald Palmer Attorney for the Complainant and Corfe defendant by Comarapah the Left hand Man of the named Title and place of abode of Cayapah Rayah and afterwards on the same day duly sworn and examined Deposeth as follows

To the first Interrogatory this deponent saith he has known the Complainant Parties Calls of Thos Fox & Steer a Barrabador

To the second Interrogatory this deponent saith he has known the Complainant to entertain the distinct Body in the Law of Money to pay for Merchandize Corfe But the amount of the said Sum he cannot tell and that the said sum was partly Cloathing to Thomas Swanston and Expenses to prove those Debts and Merchandize but what Expenses as he would have and to get in all those Debts again and happened about two or three years ago

To the third Interrogatory this deponent saith he knows nothing more to depose but that the Original Complainant did owe a Sum of Money as aforesaid to Thomas Swanston and Corfe

Cayapah

2d ditto ago
2d ..... To the third Interrogatory this deponent saith that he is entirely unacquainted with any thing Relating thereto

8th ..... To the 8th Interrogatory this deponent saith that he does know of some Paddy landed from a Vessell with one Hast the name of then he cannot tell belonging to one Bodu Shemdroy the Lyrangs name of the said Vessel was Condute putty and delivered at Vizzapatam according to the Terms of a Contract made there by the original Complainant John Lewen Lewen Smith and the defendant Sledavera Papiah with Coverlee Soubiah to deliver to the said Coverlee Soubiahs People there this deponent moreover saith that he went down to Vizzapatam on the part of the original Complainant and saw the said Paddy delivered to the said Coverlee Soubiahs People there according to agreement which was about two years ago

A
B ..... To the Last Interrogatory this deponent saith that on Board the same Vessell which went to Vizzapatam there was ten (10) Garce of Paddy belonging to one Sonna Moorthi which said ten Garce of Paddy the said Sonna Moorthi would not suffer him the said deponent to deliver to Coverlee Soubiah but that Sonna afterwards sold that at Madras between the Condituring pass ten Rotaut of the said ten garce of Paddy the original Complainant Mr John Lewen Smith should have 5 Garce on Sonnas account which said 5 Garce was afterwards delivered by the said deponent to the said Coverlee Soubiah People there and the other 5 Garce the said Sonna Moorthi should take and return accordingly not

Richard Latham
Examiner

1803 May 2d

Margaret Court at Madras Plaintiff — Between John Lewen Smith Complainant and Sonja defendant and Sledavera Papiah defendt & Sonja Complainant

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

Hopkirk Allen of Madras Broker aged 28 years or thereabouts being produced as a Witness on this Court on the part of the defendant and Sonja Complainant sworn on the 15th day of April 1803 deposeth at the Office of Mr Archd Palmer Attorney for the Complainant and Sonja defendant by Interpretation of Cofferoo of the Native Tribe and place of Abode aforesaid

upon

[illegible] Defendants Dwelling premises by the above named Plaintiff
[illegible] mortgaged to Said Plaintiff by which deeds of Mortgage duly and
[illegible] executed Said Mortgaged Premises above mentioned
[illegible] To the sixth Interrogatory this deponent saith he is not acquainted with the
[illegible] manufacture of the Piece Cottons Mortgaged unto the Complainant by the
[illegible] Defendants in the Said Interrogatory Mentioned
[illegible] To the seventh Interrogatory this deponent saith that he was not acquainted
[illegible] with the amount of the Invoice of the several Goods put on Board the several Vessels
[illegible] by Cheek Cannah and Papanaah by order and account of the Complainant
[illegible] defendant nor does he know Particularly what sort of Goods were put on
[illegible] Board those several Vessels or has he Knowledge of any thing more
[illegible] Relative to this Interrogatory
[illegible] To the eighth Interrogatory this deponent saith that the Sum mentioned
[illegible] Sealed Cancelled from all Debts Dues & Demands of the Complainant
[illegible] to this deponent and that the said Sealed was delivered to
[illegible] Mr Pettigrew to the original Complainants Husband and other Agents of
[illegible] the Complainant but this deponent saith that Cheek Cannah
[illegible] and Papanaah together with Peddy the original Complainants Husband
[illegible] freighted two Sloops and Vessels at Pondicherry and for the remainder of
[illegible] the Cargoes of Cowhary Canda they could not Procure but were
[illegible] obliged to proceed to Masulipatam Whereupon the said
[illegible] Cheek Cannah and Papanaah by order of the Complainant
[illegible] Husband Mr Pettigrew Sailed with the said Vessels for the
[illegible] Port of Masulipatam where they Sold the said Cargoes
[illegible] To the ninth Interrogatory this deponent saith he is not
[illegible] To the tenth Interrogatory this deponent saith that the Cargo deponed to
[illegible] was

2109

Land sold 10 Cawnes of Wet Rice which the said Mortgaged to Mr Sober Lewis
South the Cross defendant and now the defendant saith not to this or the
Last Interrogatory .....

Richard Saltram
Examined

Mayor's Court Cd
Madraspatnam

Between Sober Lewis South Complainant & Cross defendant
and Tellaveram Paupiah Defendant & Cross Complainant

Deposition of Witness on the Cause taken by and before the exam-
iner of this Court as follows.

Coopaw of Madras Coneply aged 28 Years or thereabouts being produced
as a Witness in this Cause on the part of the defendant and Cross Complainant
sworn on the 20th day of April 1762 before me at the office of Mr Richard Palmer
Attorney for the Complainant and Cross defendant by Canacopa who hath
Role of the Name Title and place of abode of the said Coopaw and afterwards
on the same day being sworn and examined deposeth as follows.

1st ..... To the first Interrogatory this deponent saith that he has known the Complain-
ant and Cross defendant 8 Years and the defendant and Cross Complainant
Ten Years or thereabouts

2d ..... To the fifth Interrogatory this deponent saith that at the time when the defend-
ant mortgaged Rice to the original Complainant Rice sold from 45 to 51
Pagodas p Garce for the Coarse sort and 60 Pagodas p Garce for the fine Rice
or thereabouts the Current Price, and that three Months after the Price of the
said Rice did arise from 91 to 96 Pagodas p Garce Coarse Rice and to 106
Pagodas p Garce fine Rice which was the prices the original Complainant
sold the said Rice at but the Reasons for his so selling it this deponent
Cannot tell.

3d ..... To the sixth Interrogatory this deponent saith that the said granting of
Rice Mortgaged by the defendant unto the original Complainant was
17 Garce 3 M. Measure of Coarse Rice and 1 Garce 11 M. measure of fine Rice
and that the amount of the said Rice was one hundred and thirty one
Pagodas Nine Fanams and seventy Cash 131 Pagodas 9 Fs 70 Cs. p the
Coarse Rice Sixteen hundred and one Pagodas thirty three Fanams
and sixty Cash 1601 Pagodas 33 Fs 60 Cs and 1732 Pagodas 22 Fanams
and Cash 0 Coopaw the original Complainant shall have, and for
the rest that he cannot Depose more as to the said Interrogatory

Coopaw

account of the Costs defendant made up & drawn on all of five hundred five hundred and sixty one Rupees eleven annahs and a half (561.11½) he finished
by agreed about five years ago when the Agreement with that he was to supply
to Velaiaven Papiah and by that means had an opportunity of seeing the
also said Bonds.

8th ..... To the Eighth Interrogatory this Deponent saith that he is acquainted with
one Paddy being Landed at Chatrapatam from a Vessell belonging to one
Casico Romadoy the name of her he does not know but that the Surang
name was Crapilla Venkatapatty and further saith that the said Paddy was
delivered to Comatta Subbiah Commandah there by Velaiaven Pappia Concapply
Vannekellam who was sent from here on purpose by the said defendant

9th ..... To the ninth Interrogatory this deponent saith that he knows
& verily believes that the Costs defendants dispatching a Vessell
from hence to Mootapilla on account of a Contract had made with one
Cauvelle Subbiah which was two years ago or thereabouts but how many
days the Vessell was gone, on what Condition or to what Persons her goods
were delivered he this deponent cannot tell and save answers not to this or
the Last Interrogatory

Richard Latham

Examined

Before me

Hayes Coverdale
Madrasapatnam

Between John Lewis Smith Complainant and Costs defendant
and Velaiaven Pappia defendant and Costs Complainant

Deposition of Witness taken by and before the examiner in this Court at
Madrasapatnam

Pappiah of Madras Merchant aged 32 Years or thereabouts being produced as a
Witness in this Cause on the part of the defendant and Costs Complainant sworn
on the 20th day of April 1763 Sworn at the Office of Mr Hooblack Palmer Attorney
for the Complainant and Costs defendant by Company in the Fort of St
George Before me

1st ..... To the first Interrogatory this deponent saith that he has known the
Complainant & Defendant Madrasapatnam Pappiah the space Hundred or thereabouts
2nd ..... To the Second Interrogatory this deponent saith that he knows the defendant
did Mortgage Pagodas to the Complainant but Deponent cannot
tell or Remember the Sum & also saith that the said Mortgaged Pagodas were
afterwards

3753

John Lowndes Esqr. duly sworn and dyed not to demand from Abraham Pongrah Govr. for the French Company deceased and Abraham Pongrah of Pondycherry the Ballance that may be due from them on Bill bearing date December 12th Seven Months from the first day of May one thousand seven Hundred and Sixty One

J. Lowndes

Mayor's Court Madrass patnam

Friday the 24th Day of October Anno Domini 1766

Present

Thomas Hanway Esqre. Mayor
Peter Marriette Esqr. Evan Dalrymple Esqr.
George Pigot Esqr. Aldermen

Between John Lowndes of Madras Merchant Complainant and Sebadeva Pignavah Commaster to Pachiah Veeranah and Pignavah Dewan Residing at Madras Merchant Defendants

This Cause coming on to be heard and debated this day on the Bill of the Defendant and of the Attorneys on both sides on Perusal of the Complainants Bill written Interrogatories filed in Court on the 17th Instant and the Defendants Answer thereto with an Annexed Schedule A Copy of an Agreement annexed Short Copy Bill with an Account annexed and an Account Said Annexed Also Answer & Replication with a Schedule of Accounts annexed and Exhibits Also Answer & Rejoinder, Also Interrogatories and Depositions on the part of the Complainant Also Exhibits on the part of the Complainant Also Interrogatories and Depositions on the part of the Defendant Also Answers made out of Court to the Interrogatories and under Commission from Fort St. George Read & Considered by the Court that the Complainant both

Mary of great Britain and whereas your Orator hath frequently and on
several occasions by due & lawful Warrants directed to the Constable
and Tithing Men of Bedminster aforesaid Required the payment of the
said Thomas Colthy Bastard Child and may please this Honble Court
the said Thomas Colthy absconds & wilfully Refuses to give your Orator
any assurance of Satisfaction touching the Premises your Orator prays a general
Writ may issue out of this Honble Court Shall appear personally and
Cognizance to the said Bond (or) that the said Thomas Colthy may appear
for Corporal Oath true and perfect Answer make to all and Singular the
matters and things herein before set forth and alledged as fully truly and
distinctly to all intents and purposes as if the same were herein again
Repeated and interrogated and he severally to your Orator the
aforesaid Sum of One Hundred & Fifty eight Pounds twenty
five Shillings and thirty Nine Pence with all such Interest as more
shall hereafter become due thereon also all Costs of this Suit
And your Orator shall Humbly pray
May it please your Honour that Writ to Command the said Thomas
Colthy to be Summoned and Required by the Sheriff of Gloucestershire
Lord Keeper of Worcestershire and the Bailiffs thereof respectively to be and
appear before this Honble Court at a certain time and place to be by
this Honble Court for that purpose and appointed there to Answer the
premises and to do & receive as to this Honble Court shall seem
meet and

Colthurst & Brandon
Att[orneys] Complainants

In Chancery

Thomas Colthy defendant with William Barker

1764 Aug[ust]	10	To Balance due	158	12	8½		
						By Cash Disbursements for	
						Mr Bellamy's fees	8	18	6
						By Instructions to Mr Counsel for Mr Bernard's Bond	9	19	10
						By Copy of Complaint Engrossed for the Defendant & Subpoena	1	10	6
						By Subpoena	138	12	8½
			158	12	8½		158	12	8½

One Hundred and twelve Pagodas four fanams and fifty Cash being the Ballance
of an Account Current between the said Gramoorty and Chocappah Chitty for
Madras Merchant the same being transferred Payable Order by the said
Chocapah as appears by the Indorsement at the foot of the Account Current hereto
annexed for the recovery of this Honble Court which said Summa after
the Rate of eight Shillings for every Pagoda will amount to forty four
Pounds three hundred & Sterling Money of Great Britain and Whereas
your Orator Requested Payment of the said Gramoorty
But so it is and may it please this Honble
Court the said Gramoorty Obstinately and Wilfully Refuses to give your
Orator any manner of Satisfaction touching the Premises your Orator
prays a Generall Relief such as to this Honorable Court shall appear
agreable to Equity and good Conscience To the end therefore
that the said Gramoorty may upon his Corporal Oath true and perfect
Answer make to all and Singular the matters and things aforesaid
as fully and Particularly to all intents and
purposes as if the same were here again Repeated and Interrogated &
he Directed to pay unto Your Orator the aforesaid Sum of one hundred and
twelve Pagodas four Fanams and fifty Cash with all such Interest as
now is or shall hereafter become due thereon also all Costs of this Suit
May it please this Honorable Court to
Cause the said Gramoorty to be Summoned and Appeared by the
Sheriff of Fort St. George & Town of Madrapatam and the Bailiffs
thereof personally to be and appear before this Honorable Court
at a certain time and place to be by this Honorable Court prefixed
and Appointed then and there to stand to and Abide such Order
and Decree therein as to this Honorable Court shall seem meet

Charles Bromley

Attorney for Complainant

Mayors Court
Madrasspatnam

Tuesday the 18th day of October
Anno Domini 1763

Present

Thomas Bowrey Esquire Mayor
Peter Marriette — Isaac Delvoigne
Thomas Pilcott — George Barber
Aldermen

Between Isaac de Space of Madras
Merchant Complainant and Formerly also
of the same place Gold Smith Defendant

Whereupon by the Records of this Court it appeared that the defendant hath been served with the usual Rule to Answer the Complainants Bill but wilfully and Obstinately Refuseing so to do this Court doth therefore Order and Decree that the Defendant shall pay unto the Complainant the Sum of One Hundred and twelve Pagodas four fanams and fifty cash Pagodas 112.4.50 together with the Interest as mentioned in the Bill of Complaint due thereon until full Payment and Satisfaction be made

Decreed

By the Honorable the Mayors Court of Madrasspatnam

Madrasspatnam
24 October 1763

To all to whom these Presents shall come Know Ye the Mayor Aldermen and Burgesses of the Corporation of Madrasspatnam in the East Indies Send Greeting Whereas Thomas Bowrey Esquire Mayor Peter Marriette Isaac Delvoigne George Barber and Thomas Pilcott Aldermen of the said Corporation by their Certain Letters Patent under the Seal of the said Corporation bearing Date the second day of January in the Year of our Lord One thousand seven hundred and sixty four duly made and Executed as by the said Letters Patent and Deeds Poll or Instruments in Writing relation thereunto being

and what allowance of the Personal Estate and that they may be Compelled to pay your Orators their said Legacys & some Reasonable Interest and that the same may be placed out at Interest for your Orators Benefit until they come to their Age of twenty one years or days of Marriage and that the said sum of one Thousand Pagodas with may then be paid them and that as the arrears from the Interest thereof may be paid to your orators said Mother towards the Maintenance of your Orators and that your Orators may have such further and other Relief in the Premises as the Nature of their case shall Require and as to this Honble Court shall seem Meet

May it please this Honble Court to cause the said Jozo Bernardo and Francisco de Siqueira Pereira to be summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the district thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to stand and abide by such order and Decree therein as to this Honble Court shall seem Meet

Charles Brownley
Attorney for the Complainant

Read and Filed
9th October 1765

The Answer of the Reverend Father Luis Bernardo and Francisco de Siqueira Clerks Executors to the Estate of Francisco Xavier deceased to the Bill of Mathias, Francisco, Anna and Agostinha Infants by their Mother

This defendant not Confessing or acknowledging any part of the matters and things in the said Bill contained to be true in the same or therein and thereby alledged and set forth as this defendant is advised that there is no matter or thing good and sufficient in the Law whereby to call these defendants to account in this Honble Court for the same but there is good Cause of Demurrer thereto and this defendant therefore without further entering into the Merits of the said Bill saith that he may have but totally taken upon them the office of the Executorship to the deceased. And this defendant not yet be called upon to deliver into Court the accounts of the said Estate as he is advised that space of one twelve Month for the same nor can these defendants be sued by the Complainants for their Legacys until such time

1743

Mayor's Court
Madras Fort St George

Tuesday the 6th day of November
Anno Domini 1744.

Present
Thomas Bowrey Esqr Mayor
Edward Rudge — Peter Manlove
Thomas Russell — & George Baker
Esqrs Aldermen

Between Mathias Thomas
Anna and Agostinha the Natural
Son and Daughters of Thomas Thomas
late of Madras Labourer deceased
under the Age of twenty one Years by
Their Father & Mother & Next Friends
and Thomas Rivaz and Francis
de Figuera Private Executors to the Estate
of the said deceased Defendants

The Petitioners Counter Complaint
being Argued this day in the presence of the Attorneys on both sides on
Reading the Complainants Bill, the Answer the Petitioners, On
Hearing the Replications made use of by the Attorneys and mature
Consideration had thereon It is Ordered that the
Complainants do return of the Petitioners Bill and that they and the
Defendants do deliver in their Rejoinders to the Bill of Complaint
Forthwith as being brought before the Expiration of Court time
allotted for the purpose of Injuncts and for the delivering the Estate
of deceased Thomas Thomas This Court doth therefore think fit to Order
and Direct and doth accordingly Order and Direct that the
Complainants Bill stand Dismissed with Costs

1743

325

Madras the 5th of August 1762

Madrass Chitty Son of Tavadan Surrunda Chitty do hereby acknowledge to have Borrowed and Received from Sora Coundapah Chitty son of Mallampaukum Tagapah Chitty the full and just Sum of Ninety Pagodas Current Money of Madras, I promise to pay unpart of the said Sum of Nine-ty Pagodas the Sum of Thirty Pagodas on the tenth of this present Month and the Remainder or Residue being sixty Pagodas I promise alone Pagoda and one quarter of a Pagoda per Month in default of Payment on the Respective time of Payment I also to pay Interest at the Rate of Nine per Centum until the Debt is discharged Drawn by Ramchelliand and

Witnesses
Shallamah (Letter)
and
Coondapah

(Signed) Cashaven

A true Translation as near as can be from the original Malabar by
Comacapah Sworn Interpreter

William Cranwell
Att[y] for the Complainant

Known all Men by these Presents that I Sora Coundapah Chitty of Madras Merchant Son of Mallampaukum Tagapah Chitty in Consideration of a Note of Hand of Peter Pasonier also of Madras place Inhabitant for the Sum of eighty Pagodas of Current Money of Madras payable four Months after date do hereby sign and Seal over unto the said Peter Pasonier to his own proper use without any account to be given for the same the sum of Ninety Pagodas and all other Sum and Sums of Money as are Remaining due and Payable by virtue of the above obligation bearing Date the fifth day of August which was in the year of our Lord one Thou-sand Seven Hundred and Sixty two and all my Right Title Interest and Demand in and to the same and do give and grant unto the said Peter Pasonier full Power and Authority to demand and Receive the same to his own use and upon Receipt thereof to give Discharges for the same any part thereof and I the said Sora Coundapah Chitty do hereby Cove-nant and agree to and with the said Peter Pasonier that I have not Received any Pagodas equity due and owing and that I have not Received or shall

Rep

3227

Humbly sheweth unto Your Lordship Joseph Smith of Fort Saint Davids Esquire Deputy Advocate Fiscall of Fort Saint George Esquire Head Cavelly Jemdah of Madras Merchant standeth bound unto your Orator as the Summ of one hundred and fifty Pagodas Current of Madras upon one Bond or writing Obligatory bearing date the Seventh day of June one thousand seven hundred and sixty four whereby the said Cavelly Jemdah for himself his Heirs executors Administrators and Assigns promised to pay your Orator the aforesaid Summ of one Hundred and fifty Pagodas with Interest after the Rate of Eight Shillings for every Hundred Pagodas per Month after the date of the said Obligation which said Bond under the Hand and Seal of the said Cavelly Jemdah ready to be produced to this Honble Court when the same shall be required more fully appear which said Summ of one hundred and fifty Pagodas after the Rate of eight Shillings for every Pagoda will amount to Sixty Pounds of Sterling Money of Great Britain And Whereas your Orator hath frequently and in the amicable manner by means of the said Attorney Requested Payment of the said Cavelly Jemdah

But true it is and Your Orator thus humble Complaining Court the said Cavelly Jemdah absolutely refuses and willfully Refuses to pay your Orator any Summ or Summs of Satisfaction touching the Premises your Orator therefore prays the General Relief such as this Honble Court shall seem agreeable to equity and good Conscience And to the end the said Cavelly Jemdah may upon his Corporal Oath true and perfect Answer make to all and singular the premises and being sworn before the Oath and Acquainted with the same may Declare whether or not he hath in his hands or Power any Effects belonging to the Estate of the said Deceased and if any how much and what the same consists of and that he may be decreed to pay unto your Orator the aforesaid Summ of one Hundred and fifty Pagodas with all such Interest as aforesaid shall hereafter become due thereon and also all Costs of this Suit

May it please this Honble Court to direct the said Cavelly Jemdah to be summoned and Required by the Sheriff of Fort Saint George Fauxbourgs of Madras aforesaid 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 stand to and abide by such order and Decree therein as to this Honble Court shall seem Meet

October 1764 Let a Summons issue against the Defendant as Prayed Chas Boddam

Sworn in Court Attorney for the Complainant

Fra. Sorrell

Register

Orator George Archbold of His Majestys ninety sixth Regiment of Foot at Fort Saint
George Gentleman That Thomas James West at Fort Saint George Gentleman
by a promissory note of hand bearing date the second day of May in the year of our
Lord one thousand seven hundred and sixty one did become indebted to Christopher
Hagthlus Chargneau in the Sum of three hundred and three Pagoas for value
Received which at the Rate of Two Pagoas and a half a Fanam for a Pagoda and
exhibiting every Pagoda after the Rate of eight Shillings amounts to the Sum
of Two hundred and nine Shillings and four Pence and upwards of Lawful
Money of Great Britain Your Orator further shows that the said Note was
ordered over by the said Christopher Hagthlus Chargneau to your Orator as
by the said Note or writing under the Hand of the said James West bearing
date as aforesaid and Ready to be produced to this Honble Court Which Being
Borne unto had) it doth and may more and at Large appear your Orator by
Virtue of such indorsement hath before applied in an amicable and friendly
manner to the said James West for payment of the said debt But now so
it is and may it please this Honble Court the said James West hath
utterly Refused to give your Orator any manner of Satisfaction touching the
premises your Orator prays a Genral Relief such as to this Honble Court
shall appear agreable to equity and good Conscience To the end therefore
that the said James West 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 perfectly and Distinctly as the same are here
again Repeated and interrogated and that the said James West may be
decreed to pay unto your Orator as Indorsee as aforesaid the said Debt together
with all Interest as more is or may become due thereon also all Costs of this
Suit with his damages herby Sustained

May it please this Honble Court to cause the said the
said James West to be Summoned and Required by the Sheriff of Fort Saint George
and the Town of Madrasapatnam and the districts of the Limits thereof
personally to be and appear in this Honble Court at a certain day and place
to be by this Honble Court therein prefixed and appointed and there
and there to Answer all and singular the premises and further to stand
to and abide such Order and Decree as this Honble Court shall deem
meet

Shown Between the days of Adjournment and
Approved by me Dated at Fort Saint George this
22 Day of [illegible]

Charles Brownlow
Attorney for the Complainant

3321

Dr. Mr. Christopher Irvine Chapman and Co. Cr.

1761					1761				
April 13	To Cash Lent Him		69	12	0	April	9	By my Draught to Mr. Dixon	105 0 0
20	Do		20	0	0	June	3	By Cash paid Mr. Robert Brown Agent	
10 Nov.	Do		11	0	0			180 at 26/8 Pr. Pagoda	80 0 0
20	Do		80	0	0				185
12 Dec.	Do		32	0	0				137 28
30 Do.	Do		20	0	0	May	24	By Ballance due to me	
21 Jan.	Do		3	0	0				
	Do		13	32	6				
Dec. 4	Do	to pay His Debts	6	16	0				
22 Do.	Mr. paid for Rice in his Account								
May 10	Mr. Robertson and Co. to exchange to 200 Pagodas on								
	our Acct. drawn in favour of Mr. Dixon								
	Brown the 5th April Last Viz. and Rebate		18	0	0				
	Pagodas		252	28	0			Pagodas	252 28

Fort Saint George 26th May 1763
Errors Excepted
J. Call

2339

Interrogatories to be Administered to Lieutenant Alexander Mackenzie of his Majesty's 64th Regiment of Foot to be produced sworn and Examined on the part of the Defendant in a Cause between George Archibald Lieutenant on his Majesty's 64th Regiment Complainant and James Nesbit Captain of Watermen Defendant

Interrogatory 1st Do you Know or can you say any thing material for the Defendant in this Cause If so set forth the same as you Know or believe together with the Reasons of such your Knowledge and Belief

Archd Cleland
Att'y for the defendant

A

Dear Nesbit

Calcutta 6th June 1761

I Received your Letter by Pidgeon, and have scarcely time to tell You I am in health — Merchants Bills upon Mr Bowen will be punctually sent Back to you on Ifferdays, and indeed from what Mr Gentleman says of him I am amazed at his ever drawing upon him, I am sorry to be so much mistaken in the Man, your Bill with Mr will also go Back, and I have several Lyal months allowed — Tell your Wife to pay you the Remaining Twenty Pounds I am extremely concerned I have been obliged to do so, But if I did not send the Money against Messrs Hand should put both on Protest — Money is at Parker — I shall get Mr Burges you Recommended to Mr Lee, Mine the Chatty was Lost and some Men to the Westward Ship which Carried Back from hence three Chiefs My best Wishes Attend You and Mr Nesbit Pray write me Constantly

Your truly faithfull Friend
Edward

Chas Stringer

I'm extremely sorry I offered any word to Lord
your Letter relative to your Circumstances about un-
pleasant matters from some young persons made on your log. Mr Nelson on
account of Captain Campbell and when you ordered me to give
them to Mr Bridges with yourself which I made such offer with an intention
only and with a purpose to serve you. But since I am strongly
charged Sir you were pleased to place confidence in a man whom I never
had any quarrel but have Complaisance to you, and whose Late behaviour has
left him all Savour with yourself from whom only indeed He had any thanks
I know of and the Consideration I use to give for a Debt which I am offered to pay
Me, Agreable to what I have already said in my Last Letter to you

I will ask you Mr West but one Question more and be Assur-
ed a Man of Honor and Integrity Answer it to yourself Whether at the time
I and Mr Merchant, in the Company of Messrs Dydd, Sefton, and Bullock
with myself and when you sent out to Borrow Money to pay me and after-
ward in their presence Requested me to take Merchants Bill on me for
Sixty had I Assured you to put your name on the back of such Bill, would you
not Without the Least hesitation have done it? — Either Sir I am
Ready, and Sam told Lord will oblige you to pay it and had you done so
I shou'd have asked you, and which I am sure I am Really would have
acquainted on Board, or depend I should never have troubled you
may safely depend I should take care to have Effected, Nor I hope are sensible
of the Consequences as I am now

(Mr Browne delivered me your Account and told me
he had a Letter of Attorney from you But your Lord that Gentleman was does
not Chuse to interceded in Mr Affairs, Into the former I have to object to
the 1st 2d 3d 4th and 5th Articles to the Amount of 128 Pagodas as being
Money Lost at Cards and not Cash Lent, and which I should never have
taken Notice of But there your mentioning Card Playing in your Last
And also the 11th Article I took upon a Charge I have no Desire to screen
my self and Since the same Expences attending the Endeavouring of
Mr Merchants Bill that you have of Mr Browne
I do the Latter, namely your Letter of Attorney
you are ashamed Mr Evans to write me at another time
time and of which the same made me a Very Handsome Present
Mr Pitts to me

In Relation to your telling me you have
Drawn upon Company for your Income this Year and have found
out

[illegible] Witness who will be your Surety But none who will do your wrong
Answer made Unto Mr Robert Brooke Clerk

Mayors Court

Between George Archibald Lieut in His Majesty's 96th Regiment Complainant and James West Capt in the Service of the Nabob Defendant

Depositions of Witnesses taken on their Corporal Oath and before the Examiner in this Court as Followeth.

Alexander Mackenzie Lieutenant in His Majesty's 84th Regt Aged 21 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on Wednesday the 25th day of March 1761 sworn at the Office of Mr Charles Brooke by Attorney for the Complainant by Commissioners left at the house Usual and place of abode of the said Deponent and afterwards on the same day being sworn and Examined Deponeth as Follows

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

2d ..... To the second Interrogatory this Deponent saith the Schedule now shown to him marked A B C D E are the hand writing and Signatures of Mr Chapman formerly Cornet in His Companys Service at Bengal now Lieutenant in Colonel Coates Regiment which hand writing of this Deponent is well acquainted with by frequently having seen it before and particularly remarked the manner in which Mr Chapman signs his Name and further this Deponent Deposeth not to this or to the first Interrogatory

Richard Catherwood Examiner

A Mackenzie Lieut 84th Regt

Taken for Mr Brooke

Clerk to Mr Brooke 24th April 1761

St Sundays Light pay due my Second for Exchange I sent and there not paid to Mr Robert Brooke or his order Five Hundred Arcot Rupees being for two Hundred and fifty Pagodas Received of Mr Abraham Bonnet and placed to Account Without further Advice from - Viz

E E Fr Chapman Esq
Lieut of Coates Regt at Bengall

Bombay 5th May 1761

Allowed

Read and filed
15th November 1901

To the Honble the Mayors
Court at Madras Patnam.

Humbly Complaineth your Orator the Honble Courtyan
vada Tavoodi Mastan of Madras Merchant Sonapah and Sheragan of
Same Place Shahabdars and Indebted to your Orator in the full and just Sum
of Two Hundred Pagodas Current Money of Madras carrying an Interest
Agreed Portion according unto Pagoda eight Shillings the Sum of Forty
Pounds or thereabouts according upon an Obligation bearing date the twenty first
day of May in the Year of our Lord one thousand seven hundred and sixty four
as well more fully and at large appear by a Transcript of the said Obligation
hereunto annexed for the Confirmation of this Honble Court and to which your
Orator prays the same may be admitted as part of this your Orator Bill of Complaint
Your Orator further shewith unto this Honble Court that the said
Sonapah and Sheragan contrary unto Equity and good Conscience
and the Tenor of the said one hundred Pagodas with Interest due thereon
But now so it is may it please this Honble Court the said
Sonapah and Sheragan obstinately and wilfully refuse to give your Orator any
manner of satisfaction touching the Premisses Your Orator therefore prays
general Relief unto this Honble Court May it please this Honble Court the said
and good Conscience to the end therefore that the said Sonapah and Sheragan
personally may upon their Corporal oaths true and perfect Answer make to all
and singular the matters and things herein before alledged and as fully
fully and distinctly 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 Pagodas with all 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 Sonapah
and Sheragan to be Summoned and Required by the Sheriff of Portsdown
George Town of Madraspatnam and the Districts thereof personally to be
and appear before this Honble Court at a certain time and place to be
by this Honble Court prefixed and appointed then and there to
answer to your Orator Bill of Complaint and further to stand to do
abide such Order and Decree thereon as to this Honble Court shall seem
Meet

William Cranwell
Attorney for the Complainant

1763

Hertford Gaol
25th August 1763

To the Worshipful the Mayor & Court
of Hertford

The Humble Complaint of Thomas Hardwick
now a Prisoner in Hertford Gaol

Sheweth

That your Petitioner is a Native of the Island of St Kitts in the West Indies and was Born a Slave to one Mr Thomas Hardwick late of the Island aforesaid Merchant deceased who by his Last Will and Testament bearing Date the 25th day of March 1762 did amongst other things Devise and Bequeath your Petitioner unto his Brother Mr John Hardwick of Hertford aforesaid Gentleman and his Heirs for ever

That your Petitioner was Shipped on board the Ship Ruby Capt. Hall at St Kitts aforesaid and arrived in the River Thames on or about the 20th day of June last

That your Petitioner was Delivered by the said Capt. Hall to the said John Hardwick who Detained your Petitioner in his Service until the 23d day of July last when your Petitioner Absented himself from his said Master's Service

That your Petitioner was Apprehended on the 24th day of July last and Committed to your Worships Gaol where he now remains

That your Petitioner is a Stranger in England and has no Friends or Relations to Assist him in Prosecuting his Claim to his Freedom

That your Petitioner is Ignorant of the Laws of this Kingdom and is unable to Support the Expence of Law

That your Petitioner is Advised that he is entitled to his Freedom by the Laws of this Kingdom

That your Petitioner is willing to Serve his said Master for Wages

That your Petitioner is Desirous of being Discharged out of Custody

That your Petitioner is Apprehensive that unless he is Discharged out of Custody he shall be Carried out of this Kingdom by his said Master or his Agent and Sold as a Slave in some Foreign Plantation

That your Petitioner is Advised that he cannot be Carried out of this Kingdom against his Will

That your Petitioner is Advised that he cannot be Sold as a Slave in this Kingdom

That your Petitioner is Advised that he cannot be Compelled to Serve his said Master against his Will

That your Petitioner is Advised that he cannot be Compelled to Serve his said Master in this Kingdom

That your Petitioner is Advised that he cannot be Compelled to Serve his said Master in any Foreign Plantation

That your Petitioner is Advised that he cannot be Compelled to Serve his said Master in any Part of the World

Seven Cases
10th October 1765

265

The Answer of John Parker of Madras
gabroon Merchant the Defendant to the
Bill of Complaint of Sommerville of the
same place Merchant the Complainant

This defendant now and at all times hereafter saving and reserving
to himself all and all manner of Benefit to be taken to the many Errors
uncertainties and Insufficiencies in the said Bill contained Answereth
and saith as unto so much thereof as this defendant is advised doth or may be
conven for him to answer unto he this defendant answereth and saith
that he doth not owe unto the Complainant the sum of one hundred and
one Pagoda Twenty six fanams and six Cash as alledged in the Complain
ant's Bill but this defendant admits that he is indebted unto the Com
plainant in the Sum of two Pagodas Two fanams and twenty Cash
This defendant saith that the Complainant at sundry times
hath applied to this defendant for his favour meaning this defendants interest
in the sale of the Complainants goods, this defendant saith by the repeated
application of the Complainant to him this defendant acquainted the
Complainant some time in the Month of February in the year of our Lord one
thousand seven hundred and sixty two that several Gentlemen belonging to
the fleet were in want of Linen Cloathings and sundry other Merchandize Goods
if they could be supplyed on Credit of their Pays Money this defendant saith
he at the same time informed the Complainant that tho the Current Report
at Madrass that the Pondicherry prize Money would be paid in the Capture
or Fifteen or twenty days on which information of this defendant the Com
plainant Contrived to deliver the sundry Goods on Credit to the Respective
persons as against their names is inserted in the accounts Current
hereunto annexed for the inspection of this Honble Court whereby
and by Letters of the Pagodas five fanams and two Cash thereby
this defendant and the Complainant will more Clearly appear and which
this defendant is ready to discharge This defendant further saith he
doth not the charges that the Complainant sold or delivered on Charge
unto this defendant the seven first following articles in the debtor and
Creditor account Current annexed to the Complainants Bill of Complaint
but admits he bought the seven last Articles named in the said Account
Current for the use of his House for which said Articles this
defendant hath duly credited the Complainant
This defendant saith he believes the Complainant sold some
Goods on Credit to the Captors at the taking of Pondicherry on presumption
of

Dr. Servants Cloathing Account Cr.

1762				1762			
March 31	To Cloths as per Last Articles of the debtor side of the Complaisants Account Current		24 " 21 "	March 31	By Cash for Sundry Goods bought for the Use of my Slaves Noted in the 2d Last Articles of the Complaisants Account Current		24 " 21 "
	To Amount Carried Cash paid			1763			
April 10	To Cash advanced at the earnest Request and Solicitation			July 28	Mr Riddel		
	of the Complaisant		30 " "		By Cash for	1 Piece of long Cloth	7 " 21 "
			10 " "			2 Do of Gurghaus	5 " "
June 29	To Do Mr Further advance					1 Do Spotted	1 " 21 "
			94 " 21 "			10 Pair of Stockings	5 " 21 "
	To Debts Due		2 " 5 " 20	Sept 12	Mr Rutledge		
					By Do	1 Piece of Gingham	2 " 21 "
						2 Do Spotted Do	3 " "
						10 Pr of Stockings	5 " 21 "
					Mr Boles		
					By Do	1 Piece of long Cloth which intended for Mr Williams	7 " 21 "
						10 Pair of Stockings	5 " 21 "
					Mr Roddy		
					By Do	½ Pcs of long Cloth	3 " 21 "
						1 Piece of Gingham	2 " 21 "
						10 Pair of Stockings	5 " 21 "
					Mr John Stevens		
					By Do	5 Pair Do	2 " 10 "
				19	Mr Lampfort		
					By Do	1 Piece of long Cloth	7 " 21 "
						3 Do Ginhams	6 " 21 "
						10 Pair of Stockings	5 " 21 "
	Pagodas		96 " 26 " 20		Pagodas		96 " 26 " 20

Fort St George the 8th October 1763

John Burley

1763

Read and filed
13th November 1765

The Replication of Jonnamalla
Complainant to the Answer of Abba Parkey
Defendant

The said Replicant saving to himself all advantage of exception to the defendants said Answer for Replication thereunto saith that all and every the matters and things in and by the said Bill of Complaint alledged will justified and prove to be good certain and sufficient in the Law to be answered unto in such manner as the same are therein and thereby set forth and declared and that the defendants Answer is untrue and insufficient in the Law to be by this Replicant replied unto for divers manifest imperfections and uncertainties therein contained the benefit of exception whereunto may and at all times saved to this Replicant, this Replicant for further Replication saith that so far from deserving the defendant to Effect bond or selling of the goods and Merchandize as is set forth in the defendants Answer that by daily acquaintance with the defendant which commenced on the first arrival of the defendant on this Coast that the defendant used to send to this Replicant for Goods which he supplied him with at a Reasonable Rate the better to enable the defendant to sell the same and for which the defendant used to pay after some little Credit This Replicant allows of the defendant to have sent to him in the Month of January one thousand seven hundred and sixty two with an application for Goods of various sorts being the same as set forth in this Replicants Second Answer to the Bill of Complaint exhibited and which this Replicant then immediately complyed with but not under the Conditions set forth in the defendants Answer nor could it be supposed that this Replicant would Supply the defendant or the several Persons whose names are mentioned in a Schedule annexed to the defendants Answer upon so slender a foundation as a bare promise of payment from Persons who were strangers to him this Replicant and whose faces he does not Remember to have seen and whose Debts to Large Money would unnaturally Occasion to the very Persons by Reason of their being Indebted Strangers to this Replicant And this Replicant saith that he used to go on shore out of the Vessel of the defendant very frequently as all other Black Traders did with an intent to Vend his Goods and that at several times and to several Persons he this Replicant sold several Articles and Received the money for the same but then except Two Bills and the Price they fetched this Replicant can prove by Oath neither doth he think it can be supposed that this Replicant is the only Trader on the Coast but what has had Dealings with many Black Men and this Replicant saith it cannot be supposed that he should trust People whose

&c.

promised payment & proceeds herewith four other Articles (the same being now
stated in the Account annexed to the Bill of Complaint) and therewith
pray for the whole together on Receipt for the same which said four Articles the
defendant was Supplied with by this Replyant as he desired and upon the
delivery of the articles aforementioned this Replyant desired payment per
contra of the defendants Shares whereupon the defendant ordered this Complt
to make out a Bill for the four Last articles and get this Replyant to sign it
and then promised to pay the same this was accordingly done and the Bill
amounted to the sum of twenty one Pagodas two Fanams and twenty Cash
and which bore date the nineteenth Day of July one thousand seven hundred
and sixty two signed by this Replyant and was immediately shewed
to the defendant who made a Shuffling excuse as to payment then but
promised payment in a few days which said two Bills making together
the sum of one hundred and one Pagoda sixty seven Fanams and sixty
Cash will more fully appear in the course of these Proceedings this Replyant
making no doubt approving the Validity of the debt by Evidence sufficient
to Authorize the Honble Court to decree the same with the
Acknowledgement of the debt by the defendant

And this Replyant saith he admits the defendant to have several
times paid this Replyant Money for Goods delivered to the defend-
ant at several times and therefore knowing such a Circumstance in his
Favour might Urge that this Replyant and this Replyant saith
that he never Promised or this Replyant Cash of the defendant upon any Account
whatsoever but on the Contrary this Replyant hath given to the defendant
Credit and sometimes the same use to be for a Length of time and which
this Replyant looked upon as an Obligation Conferred on the defendant
and which he Expected the defendant had Gratitude sufficient to
Acknowledge All which matters and things this Replyant is Ready
to aver maintain and prove as this Honble Court shall award and
humbly prays as in and by his said Bill he hath already prayed

Dr Brookes
Attorney for the Replyant

said goods and the defendant was prevented by the Honorable
Court that the Replycant had large proffit on account of the Barque and
the Sale of the said Goods This defendant further saith that well knowing that
Merchants where a considerable proffit arises on the sale of their goods
that they give Credit to Persons who are in a manner Strangers and
have promised specious Pretences for their Credit and Encouragement
such faith and Credit this defendant presumes the Merchants made
Sale of their goods to this defendant saith the Replycant
and had great Reason from the Generall Report that the Prize money due
to the Captors for the taking of Pondicherry and the other Captures made
there would be paid in about fifteen or twenty days at furthest coming
away from the same the Replycant took undertook to dispose of his said
Goods and that the shares of the Debtors who were entitled to the taking
of Pondicherry and so forth would for exceed their debts due to the Replycant
Therefore this defendant conceives the Replycant as a Merchant gave more
than Customary Credit and for which he had great Proffit on
the Sale of the said Goods for his said Credit This defendant further
saith that he absolutely denys that he ever undertook or engaged for
the Payment of the said Goods to the Replycant in fifteen or twenty days
at farthest for the Sundry Goods which he hath Charged against this
defendant in his Account Current annexed to his Bill of Complaint
This defendant further saith that the Replycant as pleaded
to observe in his Replication that by the Schedule of this defendants
annexed to his Answer it appears that the Sundry Articles were
Apparell and Equipment necessary for the use of the said Persons named in the
Schedule this defendant said admitting the said Persons stood
in need of those Articles it cannot amount to a proof that on the Contrary
thereof by the Replycant that the said Goods were delivered by the
Replycant at the Request of this defendant This defendant further
saith to the Replication as to the Answer that his Goods were at Sundry times
delivered to Persons who lodged at the House of this defendant This
defendant humbly Presumes there was a Wide distinction between
the Persons and the Goods This defendant begs Leave to observe
to this Honble Court that the said Persons named in the Schedule
of this defendants to his Answer to the Replycants Bill were Persons
belonging to his Majesty's Navy and Came only for a time to live
in this defendants House for Refreshment and made no Contract
or Agreement with this defendant for Board This defendant further saith
that through the Confusion and Disorder he was unable to furnish

Sir

at the instance of the Replyant and therein did follow the Replyants directions
this defendant denyes the same was drawn by him Consent or knowledge
This defendant further saith that he admits that on or about the
beginning of the month of July in the year of our Lord one thousand seven hundred
and sixty two he ordered the Replyant to bring him the four Last articles
set forth in the Replyants Second Current under the date of July the second in
the same year to the amount of the sum of twenty one Pagodas five fanams
and twenty Cash this defendant further saith he denyes that he promised
to pay the Replyant the amount at the delivery of the said aforementioned
four last articles this defendant admits that he received the same as also
the two aforegoing articles to the amount of the sum of three Pagodas thirty
one fanams and forty Cash this defendant further saith that he also demanded
upon the Request of the Replyant for the Payment of the said four last
Recited articles he the defendant gave orders to his Comprador to make out
a Bill for the said four Last enterlined articles of twenty two Pagodas
five fanams and twenty Cash as aforesaid this defendant further saith
he admits that the Replyant made a demand thereof which demand
of the Replyant this defendant Refused to Comply with he advanced
on the third day of March in the year above mentioned the sum of twenty
four Pagodas and twenty one fanams being the full amount of the said
four last Recited Articles as also for other two foregoing articles as is
set forth in the Replyants said Second Current which four Last articles
this defendant saith he confesses that through a Mistake they
are dated on the said third of March in this defendants said Account
Current which said four Articles should have been dated the second
day of July in the same year and the other two aforegoing Articles
some little time before that date This defendant Lastly saith that
the Replyant Borrowed of him the Respective Articles of Money as
already set forth This defendant admits that the Replyant hath
given him Credit some little time but not more than is Customary
amongst Merchant for the Payment of the Goods which the Replyant
sold to this defendant for the use of himself and Family
This defendant saith as in and by his said Answer he
hath already said and saith and will aver all and every Matter
and thing therein Contained to be true as the same is therein and
thereby set forth and Expressed

William Bishop
Att[y] for the Defendant

Particularly Interrogatory 6 — — — — — — — — — — — —

Sam.l Brownlow —
Att.y for the Complainant

A

D.o —— Mr. John Parley —— Cr.

To 9 Piec.s of Long Cloth	61.22	By Cash Received	21.21
To 12 P.s of Gingham	30	By ..... D.o	30
To 1 Spott ..... D.o	10.10.10		51.21
To 1 Piece ..... D.o Stuff	16	By Ballance due	120.32.10
To 6 Pallampare	9.21		
To 1 1/2 Corge Stockings	38.10.10		
To 1 Laced Hatt	3		
To 1 Piece of Long Cloth	3		
To 1 Piece of Pangara	31.10		
Pagod.s	175.11.10	Pagodas	175.11.10

Fort St George May 23.d 1762

Errors Excepted
P Annandale

B

Mr. John Parley ..... D.o

To 2 Piece of Long Cloth for Towells	2.5.20
To 3 Piece of Gingham for Bed	6
To 2 Piece of ..... D.o Sarcheny	7
To 2 Piece of Spotted Longcloth	6
Pagodas	21.5.20

Fort St George
July 19.th 1762

E E
P Annandale

Mayors Court at
Madras Spattnam

Between Emanuel Comptaunant and
John Parley Defendant

Depositions of Witnesses taken on the Cause depend before the Examiner
in the Court as follows Viz

Deposition of Madras Coneaply aged 18 Years or thereabouts being produced as a Witness on the part of the Complainant was on the 22nd day of February 1768 Sworn at the Office of Mr William Bishop Attorney for the defendant by Canapah who Left hand of the Name Title and place of abode of the said depo-nent and afterwards on the same day being Sworn and Deposeth as follows

To the first Interrogatory this deponent saith he is not acquainted with the Paper writing marked Letter B now shown to him but deposeth that the Paper writing marked Letter A the Complainant being sick about one year and a half ago gave to him this deponent three Star Pagodas to demand the amount from Mr John Parley who put off all days telling him to come the next day, the last time this deponent went he saith Mr John Parley was sick and many Gentlemen with him who interceded for this deponent to Mr John Parley and told him that Mr John Parley promised to pay him and when he should get well and more this deponent saith not to this, the third, fourth, and last Interrogatory as

Richard Pattison
(Examiner)

Engrossed

Mayors Court at
Madras Spattnam

Between Emanuel Comptaunant and
John Parley Defendant

Depositions of Witnesses taken on the Cause depend before the Examiner
on the Part as follows Viz

Christopher Madras Coneaply aged 18 Years or thereabouts being produced as a Witness on the Complainants part of the Complainant was on the 22 day of February 1768 Sworn at the Office of Mr William Bishop Attorney for the defendant by Canapah who Left hand of the Name Title and place of abode of the said deponent and afterwards on the same day being Sworn and Examined deposeth as follows

To the first Interrogatory this deponent saith he knows the Complainant and the defendant Sworn to three Pagodas

To the second Interrogatory this deponent saith he made both the

And John Parley of Fort St. George is Defendant

Ramah Lingah Moodeliar

1st ..... Do you know the parties Complainant and defendant if you know
how long have you known them or either of them declare

2d ..... Do you or either acquainted with the base actions or embarrassed
circumstances or have shown to you at this the time of your examina
tion declare all you know concerning the same and whether you know
the handwriting thereto as well and of their proper hand writing if the same
to that purport be written and subscribed and by whose order and the time
when and what to whom directed and how for the benefit of the same were com
plied with by whom and to whom were the same and and by whom were
all long paid to what account carried to with the date of the same and how
and in what manner you came acquainted with such Transaction to
the best of your Knowledge Remembrance and Belief

Ch. Brandley
Attorney for the Complainant

Sworn at the Office gave to the Answer A Piece of fine Flannel Handkerchief A
Piece of fine Cambrick Let Down to the Second Page Inclusive and of the Eighth
piece by Order of Mr Parley drawn by Ramalinga
How translated answer as read to the Deponent in English by Comacopah

Sworn Interpreter

Ch. Brandley
Attorney for the Complainant

Mayors Court at Madrass

Between Samuel Lee Complainant
and John Parley Defendant

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

Ramah Lingah Moodeliar of Madras City Aged 29 Years or
thereabouts being produced as a Witness on this Cause on the part of the Com
plainant was on the 6th day of March 1761 Sworn in the Office by Mr
William Bishop Attorney for the Defendant by Comacopah who Interpreted
the same Left and in place of Abode of the said Deponent and afterwards
the same day being Sworn and Examined deposeth as Follows
To the first Interrogatory this Deponent saith he has known the Comp

to the Matter touching the Premises to the best of your Knowledge and Belief
the same particularly Declare

Lastly Interrogatory ... Do you Know or can you say any other matter or thing material
for the defendant in this Cause if so set forth the same as you Know have been
informed or do Believe with the Reason of such your Knowledge and Belief

Wm Bishop
Attorney for the defendant

Major Court &c
Madraspatnam

Between Annamalla Complainant
and John Parker Defendant

Deposition of Witness taken on the Court by and before the commissioners
on the Part as follows &c

Annachellum of Madras Coringuly aged 28 Years or thereabouts being produced
as a Witness on this Cause on the part of the defendant was on the 11th day of January
1764 sworn at the office of Mr Charles Crawley Attorney for the Complainant
by Comacopah who left a Note of the name Style and Place of abode of the said
Deponent and afterwards on the same day being sworn and Examined
deposeth as followeth

1st ... To the first Interrogatory this deponent saith he has known the Complainant 5
Years and the defendant 5 Years or thereabouts

2d ... To the second Interrogatory this deponent saith he went with the Complainant to
the defendants house early in the morning at which time the Complainant used to
carry different sorts of goods for to dispose to sale there; and that one day
about two years ago they went as usual seeing the defendant walking about
they went up to him and made him a Salam which the defendant returned
after staying with them a little while the defendant walked away towards
the River this deponent and the Complainant following him when the Defend
ant came near Sea Gods Room which was about Musket Shot from the
River from whence they had Walked the defendant called the Complainant and said
Annamalla that's some of those People's and some Goods (not mentioning what
People nor who there any body else besides them there) is round I let them have
what they would, so that's Two Pags Money will be paid in eight and twenty
Days and you will then be paid The deponent further deposeth that the Com-
plainant then told them that the had Received from the Defendant some
more Money for them to Goods that he let them have at that time, but
what

Mayor's Court
Madraspatnam

Tuesday the 27th day of November
Anno Domini 1764.

Present

Thomas Sumner Esquire Mayor
Edward Rusfell ——— Peter Mawbetter
Johan Debonnaire ——— George Barker
George Dolben ——— Rowland Rardan
Anthony Sadlier ——— Reginald Adams
Aldermen

Between Annamalle of Madras Merchant Complainant and Johan Parker of Fort St George Executor Defendant

This Cause coming on to be heard and debated this day in the presence of the Complainant and of the Attorneys 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, The Bill of Answer on hearing the pleadings made use of by the Attorneys and mature Consideration had thereof as the Complainant hath not produced any Evidence that the Defendant ever promised to be accountable to him for the goods delivered to the several Persons at the House of the defendant or that the defendant had any Consideration to induce him to make such promise This Court doth Therefore think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill shall stand dismissed with Cost

Dismissed

Dated and filed
30th October 1765

To the Honourable the Mayor's Court at Madraspatnam

Humble Complainant Annamalle

Mayor

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Mayor's Court
Madrasspatanam

Tuesday the 4th day of December
Anno Domini 1764.

Present
Thomas Fanning Esquire Mayor
David Barclay / Peter Maricole
John Delavaux / Thomas Boldero
George Baker / George Dalbeny
Edward Rudden / Anthony Ludlow
Reynold Adams / Aldermen

Between John Delavaux of Fortsaint George Merchant Complainant and Cole Chitty Hemandu Chitty of Pursawampler Merchant Defendant

Upon reading of the Records of this Court that the Defendant hath been served with the usual Rule 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 twenty Pagodas Fanams 1720 together with all such Interest as now or hereafter shall become due thereon until full payment is made also all Costs of this Suit

By Court

Read and filed
25th January 1765

To the Worshipful the Mayor Court
at Madrasspatanam

Humbly Complaining sheweth unto this Worshipful Court your Orator Juntadu Rotawoy Cotumbu in the Kingdom of Bengall Merchant by his Attorney John Smith of Madras Merchant that Thomas Delavaux late of Fort Saint George Merchant deceased Ballakadrishnah and Swamychetty both of Madras Merchants stand indebted to your orator in the full and just Sum of Fifteen Hundred Star Pagodas exclusive of Fanams money of Coast Bullion according to the Rate of Fifteen and three Fifths Chuckrams of one Hundred

the Bottom Goods and Merchandizes of the said Adventure Snow

But now Wd it May it please this Honble Court the said Mulabundaukar Ballakistna Shambdolo, Ballabadrah, and Amarashundaukar wilfully and obstinately Refuse to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Writ such as this Honble Court shall appear Agreable to Equity and good Conscience to Record Therefore that the said Mulabundaukar, Ballakistna Shambdolo, Ballabadrah and Amarashundaukar, may upon their Corporal Oaths true and Perfect Answer make to all Singular the matters and things herein before Alledged and Sett forth as fully truly and Distinctly as if the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the Reward Sum of Fifteen thousand Pagos without any Abatement as they have not paid it within Six Months after proper Notice of the Loss of the said Adventure Snow was duly Given Sent by your Orators Attorney Mr Daniel Moore late of this place Merchant, also that they may be Decreed to pay the Interest that moves or may hereafter be due thereon also all Costs of this Suit May it please this Honble Court to Cause the said Mulabundaukar Ballakistna Shambdolo, Ballabadrah and Amarashundaukar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras aforesaid & the Parties 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 your Orator's Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Honble Court shall seem Meet

William Brownrigg
Att[y] for the Complainant

Read and filed
2[d] March 1763

The Answer of Mulabundaukar, Ballakistna Shambdolo, Ballabadrah and Amarashundaukar all of Madras Merchants Defendants to the Bill of Complaint of Stanlake Baker of Bengal by their Attorney John South of Madras Merchant Complainant

The Defendants severally saving to themselves all Advantage of Exception to the many Errors and Insufficiencies in the said Bill contained for Answer thereto

All which matters and things this defendants are ready to aver maintain and prove as this Honble Court shall direct and humbly pray to be hereedismissed with his Reasonable Cost and Charges on this Behalf most Wrongfully Sustained

Rochdale Palmer
Att[y] for the Defendant

Read and filed
3[d] May 1763

The Replycant of Alexander Balmain of Calcutta in the Kingdome of Bengall Merchant by his Attorney John Smith of Madras Merchant Complainant to the Answer of Nellacantan Iyer Pulla Chetty Swamydoss Belaidroch and Annasawmydoss all of Madras Merchants Defendants

The Replycant in reand at all time hereafter saving and reserving to himself all and all manner of Benefit and advantage of exception to the manyfold Errors uncertainties imperfections and insufficiencies in the defendants said Answer contained for Replycation thereunto saith Both all and Singular the matters and things in this Replycants Bill are true as the same are therein alledged and setforth and that the Answer to the said Bill is very untrue imperfect and insufficient in the Law to be Replyed unto and this Replycant now proceeds to Refute the same and Replying unto the defendants for their Replying to pay the Sume of fifteen hundred and Sixty Pagos mentioned in the Bill Replycant saith Beyond what the defendants are pleased to say that they are not willing to admit that they stand indebted unto this Replycant in the said Sum of fifteen hundred Sixty Pagos being the very same insisted by the defendants as they have heard and do Believe that the said Adventure Sworn before the having been taken by the enemy the said Land upart of their Cargo at Mallacca or some other Port this Replycant says that supposing even that to be true this Replycant apprehends that the Commanders of Merchant Ships that is this Replycant presumes he has already and it appears and he humbly hopes to the Satisfaction of this Honble Court that the Share of the said Adventure Money and Cargo at the time of their taking to be so Recovered by the defendants being so Insured by the defendants and Replycant and to Recover the said Adventure from whom this Replycant is here by the means this Replycant hopes Leave to Refer the Honble Court to the Answer and Depositions of Mr Peter Anderson Shipbroker the Supercargo and Persons Sworn before the Commander of the said Adventure

Sworn

the said Vessell are entitled to a proportionable Share of whatever was so Landed more or
sufficient Grounds for the Plaintiffs present demand on these defendants to proceed
they had the consent of the rest concerned on board at the time of her loss and Vessell
being taken which even that the Plaintiff hath not yet produced Satisfactory proof
of by the Depositions exhibited by the Plaintiff as well such as the Law requires
in Depositions (for and as the Plaintiff still wanted proving these defendants satisfac-
tion in the Matters which they have given and his Attorney which these
Defendants have not conducted Right as matters to be informed of these defend-
ants maintain that until that is done they are not obliged to settle with the
Plaintiff as they cannot know what sum is due to him And these defendants
say save and besides these Answers they have already said and do and will aver
all and every matter and thing to be true as the same is therein and thereby
alledged and by expected

Rochdale Attorney
for the Defendant

In the Name of God Amen. I Henry Vansittart of Madras Merchant in the name
and for Account of Hamilton Baboo of Calcutta do hereby Assurance and covenant
to said Hamilton Baboo to be moored Lost or not Lost from this Port of Madras
to the Ships Hold of Harbour and Port to the Eastward and back to the Port of Calcutta
or Bengal upon the Cotton Goods and Merchandizes of the good Snow Adventure
whereof is Master under God for this present Voyage Thomas Greene or who-
soever else shall go for Master in the said Snow or by whatsoever name or names
the said Snow or Master thereof is or shall be named or called beginning the Adventure
upon the Goods Merchandizes and Cotton immediately on their Lading at
Madras and so shall continue and endure until the said Snow shall have
performed her Voyage as aforesaid and shall be arrived at the aforesaid Port
of Calcutta and the said Goods and Merchandizes safely Landed there and
shall be Landed for the said Snow on this Voyage to stop and stay at any Port
or Place whatsoever without prejudice to this Assurance and the said Cotton
Goods and Merchandizes shall be Valued at the Sum of Fifteen thousand Pa
Arcot Rupees without further Account to be given to the Assured touching the
Ports and Adventures which we the Assurers are contented to bear and do
take upon ourselves in this Voyage Touching the Seas, Pirates, Men of War
Fire, Enemies, Pirates, Rovers, Letters of Mart Counter Mart Surprizals at
Sea Arrests, Restraints and Detainments of all Kings Princes and People of
what Nation Condition or Quality soever, Barratry of Master or Mariners and
all other Perils Losses and Misfortunes that are or shall come to the Hurt
Detriment

Brought Over
Long Tigapur)
15 Bags Sundry Rice @ 25/13 ..... 383 10 0
Common Sand Worker
30 Bags Sundry Rice @ 11 25 ..... 330 0 0
Charges Merchandize)
3702 1 0
880 Pounds Bags Boat hire Coolyhire
Lighterage Rate Port Dues 168 7 6
Cookroom Coal 121 5 9 3938 5 6

Opium
136 Chests @ 800 & 230 ft Cost ..... 31280 —
Extra 8 ft Cost 2502 6 2 33782 6 2

Charges Merchandize
Package Boat and Coolay Hire ..... 38 6 — 33,820 12 2

Current Rupees 37809 1 9

E. & O. E.
Calcutta

To the Sum Advanced Cabinet Co Rs 15000	4200	—	—	By Standish Nelson Esq. Chargers Commission 2½ p. Cent on Rupees	2130 15 3
To Expenses Provisions & Wages				By Nett Proceeds of Ivory sold Rupees	6065 7 6 8196 6 9
" Owners Particulars	1996 6 9	1996 6 9		By Standish Nelson Esq. 75 Chests of Opium	1309 5 —
To the Amount of the Invoice	29292 2 9			By Ditto Ditto 11 Chests	992 10 6
To Freight for Madras	1653 7 6			By One Bag sundries	56 12 9
	31920 1 —			By Standish Nelson Esq. 2 Chests Madras Drugs	280 — —
				By Nett Proceeds Elephant Teeth	1180 6 3
				By Freight Ditto 16	103 23 7 380 2 10 9
				By Standish Nelson Esq. 2 Chests Madras Freight	918 9 6
				By Nett Proceeds Elephant Teeth	459 11 9
				By Ditto Freight 16	275 9 3 1653 7 6
Current Rupees	31920 1 —			Current Rupees	31920 1 —

Calcutta 25th March 1860
E. & O. E. Standish Nelson
Owners Agent
for Owners

) Invoice of Sundrys on Account of Shankshire Baboon Esq. being his proportion of the Snow Adventure and her Cargo at the time the said Vessell was taken by a French Ship in Cuddalore Bay November the 7th 1760 Viz.t

To Hull Snow Adventure		16,200 .. ..
Sundrys Furniture &c.		1996 .. 9
		18,196 .. 9
M.r Baboon's 1/3		12130 .. 15 .. 3
50 Chests of Opium Cost 232 .. 8 .. p.r Chest	11600	
24 D.o Lead 1530 p.r Chest the proceeds on board on Gold Fish, Tea, Pepper, &c.	12000	
	23,600	
ded.t 16 p.r Ct Ds Captain and Officers Privilege	1016 .. 10 .. 8	
	20,083 .. 5 .. 4	
ded.t 1/3 Loss Provisions Stores and Slaphants proport.t	6694 .. 7 .. 1	
Remains M.r Baboons proportion	13,388 .. 14 .. 3	
Batta 8 p.r Cent	1071 .. 9	14,459 .. 15
Current Rupees		26590 .. 14 .. 3

Thomas Browne of Calcutta Mariner Commander of the Snow Adventure and Lyndsey Shipwright of Calcutta Super Cargo of the said Adventure Severally make Oath that the said Vessell was taken on or about the 7th of November 1760 by a French Ship on the Malabar Coast and that the Goods Specified in the above Invoice were on Board the said Vessell at the time she was made Prize of And Likewise that Shankshire Baboon Esq.r his proportion was two thirds of the Ship and Cargo and Amounted to the Value of Current Rupees of Calcutta twenty six Thousand five Hundred Ninety Fourteen Annas and three pyce as set forth in the above Invoice

Sworn to this 19th Day of October 1762 Before Me Francis Hare Mayr

Thos. Browne
Chas.s Lyndsey

Supreme Court at Madras

Between Montague Wilson by his Attorney
Stewart Campbell and Walter Ewer Esquires
Post Captain Commander of His Majesty's Ship Adventure
-tween Plaintiff

and

Richard Salmon Commander of the Ship Hope
Thomas Swaine and others Owners of the said Ship Hope
Defendants

Be it remembered that heretofore to wit on the Twenty fifth day of January in the year of our Lord One thousand eight hundred and Eighteen came the said Plaintiff by his Attorney aforesaid and filed his Declaration against the said Defendants in this behalf which Declaration is in the words and figures following that is to say

Supreme Court of Judicature at Madras

Montague Wilson by his Attorney Stewart Campbell and Walter Ewer Esquires Post Captain Commander of His Majesty's Ship Adventure and Commander of the Squadron employed on the Coast of Coromandel

against

Richard Salmon Commander of the Ship Hope Thomas Swaine and others Owners of the said Ship Hope Defendants

In a plea of Trespass and Damages

The Plaintiff complains by his Attorney aforesaid of the Defendants for that whereas the said Plaintiff heretofore to wit on the Twenty fifth day of January in the year of our Lord One thousand eight hundred and Eighteen was and still is Commander of His Majesty's Ship Adventure and Commander of the Squadron employed on the Coast of Coromandel and whereas the said Defendants heretofore to wit on the said Twenty fifth day of January in the year aforesaid were and still are Owners of the said Ship Hope and whereas the said Ship Hope heretofore to wit on the said Twenty fifth day of January in the year aforesaid was and still is employed in the Service of the said Plaintiff as Commander of the Squadron aforesaid and whereas the said Plaintiff heretofore to wit on the said Twenty fifth day of January in the year aforesaid was and still is Commander

Compt Sworn by Counsel on behalf in Behalf of the same Letters and pro[illegible] of the said Thomas Browne and afterwards on the same Day Interrogatories and answered deposeth as follows

1st ... To the first Interrogatory this deponent saith he was employed on the Repulse called the Snow Adventure of which he had the Command, bound from this Port some time in the year one thousand seven hundred and ninety to the Coast of Malabar and that she sailed from hence the 8th of June or thereabouts the same year, and that as to the Cargo of the said Repulse this deponent has already sworn to the Invoices which are now produced of the Contending parties Interrogatory further deposeth that the aforesaid Invoices was taken by the French on Dueda Bay in the Month of November 1790 and that the Remand of the Cargo at the time of her being taken has by him been before deposed upon Oath and the Reasons thereof delivered into the parties concerned Interrogatory that 52 Chests of opium amounting to thirteen thousand three hundred and forty Rupees Bengal price belonging to the Owners were taken from the Cargo of the said Repulse at Salabogore two months or thereabouts before she was taken out of which fifty eight Chests of opium this deponent saith there were recovered from to the value of 3907 Rupees or thereabouts after all the Charges attending the Recovery of it were deducted of which Mr Dickens share being two thirds amounted to two thousand six hundred and ninety five Rupees as the most produce and that the Remainder of the opium was lost at Salabogore which this deponent looks upon as irrecoverable with a Military Force, and also moreover saith that he does not know of any Depositions being taken upon the said Ships but did hear that Mr Dickens did make an Insurance on her while she was at Madras, the to what amount this deponent could never learn who further saith not to this or to the Last Interrogatory —

Richard Lathom

Wm Browne

Examined

to the Court that the defendants were Ready and Willing to pay the Insurance on being allowed a proportionable Salvage on the Goods that were Landed as aforesaid The Court doth therefore further Order and Decree that the Costs of the said shall be paid by the Complainant

Court of Appeals at Madraspatnam

Friday the 11th Day of December 1761.

Between Mantabe Baboo of Calcutta in the Kingdom of Bengal Mogul by his Attorney Thomas Smith of Madras Merchant ..... Appellant

&

Nellacumtaudier, Ballakrishna Shambadoss, Ballabadriah & Amarishoranedaudier all of Madras Merchants ..... Respondents

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 this Cause on Tuesday the twenty sixth day of April last past and upon due Consideration had of the matters therein severally contained and of the Pleadings and Arguments used by the Attornies 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

By Court

W. Alderson Chief Secretary

1951

Hereof answered, The Defendants Answer, The Replications, The Rejoinder, the Interrogatories and Depositions on Behalf of the Complainant, Three Exhibits on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant, and One Exhibit on the part of the Defendant, Orthewing the pleadings made use of by the Parties in the Cause

Upon reading to the Court that the Defendant did enter into the Penalty Bond, & prove the Same as produced the Court finding that they Complainant were Ordered to Oblige him to do so, Did Order &c.

Therefore Court 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 Seven Hundred and twenty three Pagodas & Star 723 P. being the amount of the Sum and for together with Interest as now is or hereafter shall become due and costs of Suit to be made also all Costs of this Suit

Flour

Read and Filed
22d. May 1761

To the Honble the Mayors Court
at Madraspatnam

The Humble Complaint of Thomas Pitt of the Honble Comp.ys Service

Shews That whereas Padavaradoss and Pooka the Servants Inhabitants of the same place Merchants stand indebted to your Orator as Shewn

1766

Mayor's Court at Madraspatnam

Friday 11th September Anno Domini 1761

Present

Thomas Saunders Esquire Mayor

James Hay — Thomas Pechell

Isaac Baker — Alexander Grant

Esquires Aldermen Burkes Cole of Madras

Merchant by due Abram Bunge Stratton

Esq[r] Lieutenant and Adjutant and

and Private Secretary to the Hon[ble]

the Governor Merchants Assistants

The Mayor's Court

Mayor's Court

The Defendants Counsel and Attorney having this instant

Petitioned the Court that the Cause depending between

the Company and the Defendants should now

be Tried and said Cause coming on accordingly to be Tried

Upon the Issue Joined between the Parties by the Defendants

Pleading Not Guilty to the Charge of the Attachment and for the

Defendants Counsel and Attorney to Produce all Books

Papers and Writings in their Custody Power and Possession

relating to the Cause depending between the Parties

Aforesaid and the Defendants Counsel and Attorney

having Produced in Court the Books Papers and Writings

called for by the Plaintiffs Counsel and Attorney

Read and Filed

27th March 1761

To the Worshipful the Mayor's Court

at Madraspatnam

The Humble Complaint of Thomas Pechell of Portland

Place Merchant by Isaac Baker and Alexander Grant of Portland

Place Esqrs

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Mayor's Court
Madrasapatnam

Between Thomas Pinney Esquire Mayor
Lionel Ridsdell — Silver Deforeaux &c
George Baker — Defendants

Mayor's Court

Between Charles Hayes Esquire
Attorney Plaintiff in Error and Thomas
Pitt Esquire Lieutenant George Cuppage Cor=
poral and Cornelius Pyke Thomas Pyke
and Cornelius Pyke each of Them Spinsters
Husband Defendants

Appearing by the Records of this Court that the Defend-
ants have been served with the Usual Rules to Answer the Complainants
Bill but wilfully and Contemptuously Refusing so to do this Court doth therefore
think fit to Order and Decree and doth accordingly Order and Decree that the
Defendants shall pay unto the Complainant Joseph and past thereof Six hundred
and twenty and forty Pagodas Pagodas 640 — together with Interest
Interest as soon as or hereafter shall become due thereon until full Payment
be made according to the Tenor of the Obligation Sued for and all Costs of Suit

Com

Read and Filed
28th April 1764

To the Honble the Mayors Court
at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your
Orator John Dorfus of Madras Merchant that one Nonconformist

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Mayor's Court at Madraspatnam

Tuesday the 10th day of July Anno Domini 1781

To

Thomas Lawrence Esquire Mayor
Claud Russell ——— Peter Marriette
John Delamaire ——— James Hay ——
Thomas Holwell ——— Aldermen

Between John Du Pre Plaintiff

Merchant Comptroller and Thomas Hanway
Esquire Clerk of the Crown & Pleas
Defendant

Appearing by the Records of this Court that the Defendant hath been Served with the usual Rule to Answer the Complainants Bill filed against him and Ordered to Bring in his Answer this Court doth therefore think fit to Order and Decree and this accordingly Order that the Defendant shall pay unto the Complainant the full and just Sum of Seventy two Pagodas Twenty Fanams Pagodas 72.22.—
together with all such Interest as may grow due thereon the shall become due
thereon until the said Pagodas and Interest shall be satisfied & discharged

Court

and Michaella Cardapack should not be able to make good the payment before
then he alleged Summons to pray unto your Orators Bond mentioned therefore
Bond and hereby Engages and your Orators further show that the said
Michaella Cardapack stands further indebted unto your Orator in the sum of
Bond bearing date the second day of August one thousand seven hundred
and eighty three for the sum of three hundred Pagodas in reference to the same
will more fully appear which said two before mentioned sums after the Rate
of Eight Shillings for every Pagoda will amount to seventy six Pounds two
Shillings and eight Pence of Sterling Money of Great Britain and whereas
Your Orator hath frequently and in most amicable manner Requested
payment of their Bond but the full fulling of the Contract to whom the said
Michaella Cardapack made and entered into before the Expiration of the
time limited and since such Expiration for the Penalty as by them entered
Into after grew due thereon also all Costs of this Suit

May it please this Honble Court to cause the said
Michaella Cardapack to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madrapatam and the District thereof personally
to be and appear before this Honble Court at a certain time and place to be by
Him

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Read and filed
17th July 1764 —

To the Honorable the Mayors Court
at Madraspatanam —

Humbly Complaineth Swamy Naick unto this Honble Court
Your Orator Peter Swamy of Sadanand Pettah Merchant that Sattana Naick
Swamy Naick, Madrapauckum Soubaa Nina Chetty of Madras Merchants and
jointly and Separately indebted unto your Orator in the Sum of one hundred
and forty Pagodas current of Madras by vertue of a Bond or note made to your
Orator by Camille Soubiah of Madras Merchant of one Obligatory Bond or note
Bearing date the Eighteenth day of September in the Year of our Lord one thousand
seven Hundred and sixty two aforesaid whereof is hereunto annexed for the
inspection of this Honble Court which said Sum after the Rate of eight shillings
for every Pagoda will amount to fifty one Pounds of sterling Money of Great
Britain and Whereas your Orator hath frequently and in an amicable manner
Required payment of the said Sattana Naick, Swamy Naick, Madrapauckum
Soubaa Nina Chetty But now so it is and may it please this Honble
Court the said Sattana Naick, Swamy Naick, Madrapauckum Soubaa Nina
Chetty obstinately and wilfully Refuse to give your Orator any manner of
Satisfaction touching the Premises your Orator therefore prays a general Rule of
such as to this Honble Court shall appear agreable to equity and good Conscience
Is the said Therefore that the said Sattana Naick, Swamy Naick, Madrapauc-
kum Soubaa Nina Chetty obstinately and wilfully Refuse to give your Orator any
manner of Satisfaction touching the Premises your Orator prays a general Rule of
such as to this Honble Court shall appear agreable to equity and good Conscience
Is the said Therefore that the said Sattana Naick, Swamy Naick, Madrapauckum
Soubaa Nina Chetty may upon their Corporal Oaths strict and perfect answer make
to all and singular the matters and things herein before set forth and alledged
as fully truely and Distinctly to all intents and purposes as if the same
were here upon Repeated and Interrogated and the Decreed to pay unto
your Orator the aforesaid Sum of one hundred and forty Pagodas with all
such Interest as now is or shall hereafter become due thereon also the
Costs of this Suit

May it please this Honorable Court to grant
&c

Read and filed
17th July 1760 —

To the Honorable the Mayors Court
at Madraspatnam —

Humbly Complaineth sheweth unto this Honble Court
Your Orator Peter Perring of the said Town & Merchant that Sattana Naick
Swamy Naick, Madrapaukum Sambo Nina Chitty of Madras Merchants are
jointly and severally indebted unto your Orator in the Sum of one hundred
and forty Pagodas current at Madras by virtue of a Transfer made to your
Orator by Cavelle Seshiah of Madras Merchant of an Obligatory Bond or Note
Bearing date the fifteenth day of September in the Year of our Lord one thousand
seven Hundred and sixty two aforesaid whereof is hereunto annexed for the
inspection of this Honble Court which said Sum after the Rate of eight shillings
for every Pagoda will amount to fifty one Pounds of sterling Money of Great
Britain and Whereas your Orator hath frequently and in an amicable Manner
Requested payment of the said Sattana Naick, Swamy Naick, Madrapaukum
Sambo Nina Chitty — But now so it is and may it please this Honble
Court the said Sattana Naick, Swamy Naick, Madrapaukum Sambo Nina
Chitty Contumaciously and wilfully Refuse to give your Orator any
Satisfaction touching the Premises your Orator therefore prays a general Relief
and as to this Honble Court shall appear agreable to equity and good Conscience
&the said Therefore that the said Sattana Naick, Swamy Naick, Madrapaukum
Sambo Nina Chitty — Contumaciously and wilfully Refuse to give your Orator any
manner of Satisfaction touching the Premises your Orator prays a general Relief
such as to this Honble Court shall appear agreable to equity and good Conscience
&the said Therefore that the said Sattana Naick, Swamy Naick, Madrapaukum
Sambo Nina Chitty may upon their Corporal Oaths true and perfect answer make
to all and singuler the matters and things herein before set forth and alledged
as fully truly and Directly 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 all
such Interest as now is or shall hereafter become due thereon also the
Costs of this Suit

May it please this Honorable Court to grant
&c.

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Mayor's Court of Madras

(L.S.)

Present

Thomas Lavenay Esquire Mayor

Edward Bufford — Thomas Metcalf

& George Barber — Aldermen

Between Alex Boyd

and George Monkhouse Copeland

and Sebastian Nicholas Lewenpetland

Undertakers and Bookbinders Copartners

also of the same place Merchants

Defendants

The defendants being in Court and acknowledging the justness of the Complainants demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the defendants shall pay unto the Complainant the full and just Sum of One hundred and forty Pagodas / Pagodas 140 / together with the Interest accrued or to accrue hereafter thereon until full Payment is made according to the Tenor of the Respondents Bond and for also all Costs of this Suit

By Court

Read and filed
28th July 1761

Before The Honorable the Mayors
Court & c. Madras Inquestrum
Humbly Complaining Sheweth unto this Honble Court your Orator

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Mayor's Court of Madras.

Tuesday 3rd Sept. 1764.

Present

Thomas Hervey Esqre. Mayor

Claud Russell — Thomas Pechell

& George Baker — Aldermen

Between Peter Perring of St Saint George Merchant Complainant

and Sultana Naple, Servant of Hadrapahum and Sundrum Pully alias of the same place Merchants Defendants

Mayor's Court

The Defendants being in Court and neither Lodging the pindings 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 Fourhundred and forty Pagodas (Pagodas 440) together with such Interest as now is or shall hereafter become due thereon until full Payment is made according to the Tenor of the Respondents Bond given for also all Costs of this Suit

By Court

Read and filed 21th July 1764

To the Honorable the Mayors Court & Madrapatnam

The humble Complaint of Peter Perring of St Saint George Merchant

Sheweth unto this Honble Court your Orator

from Thomas Pilling the Sum of Ninety two Pagodas eight Fanams
eight Cash which was Ordered to pay with the Interest after the Rate of Two
Pagodas per Annum so soon as my Lord the Governor shall recommend from
Home to pay you your money before that time I cannot and cannot then shall pay the
aforesaid Sum with the Interest as demanded Witness Thos Pigott Esqr Coll.
Callaty Chitty drawn by Vizapermal

(Signed) Moses Lattanoo

A true translate as near as can be from the Original Language by Company's Servt
Interpreter

Chs Bromley Secretary

Mayor's Court at Madrespatnam

Tuesday the 21st day of July
Anno Domini 1761

Present

Thomas Bowrey Esquire Mayor
Claud Russell — Thomas Pitfield
George Baker — Aldermen

Mayors Court

Between Thomas Pilling of Portland
George Merchant Complainant and Moses
Lattanoo 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 Ninety two Pagodas eight Fanams
and eight Cash / Pagodas 92 : 8 : 8 / together with such Interest as may
or shall hereafter become due thereon on full Payment or on application

Dr. Gregory Moxey in account current with Andrew Shaw Manner & Co.

1762					1762				
June	2	To 322 pieces of Blue fine Nett	7: p. 28		June	8	By Ballance	172	37 6
		@ 60 Pagodas p Candy	213 21 6						
		@ 12 Cent p% to Pagodas		26 25 32					
		To Bags & Cardamums							
		p% Nett	1 13 18						
		@ 160 Pag.s p Cor Candy	2 14 10 p						
		@ 10 p Cent		26 38 72					
		To 55 Cephanito Sacks							
		p% Nett	4 6 2						
		@ 138 Pagodas p Candy	17 3 10						
		@ 3 p Cent		2 13 23					
		To his Passage from hence to							
		Pegu and Back again	10						
		Pagodas	72 3 6				Pagodas	72 3 6	

Fort Saint George
the 7th June 1762

Errors Excepted
p.t
Andrew Shaw

lodges that the defendant has paid only Custom of one hundred, one Hundred & Sixpounds, and that the one Customer allowed the defendant three on the said one Hundred and fifty four pounds, which produced only the above recited pounds of Wax and this Replycant prays leave to say that the difference in the was is only one Hundred and nineteen pounds and not seven Hundred and nineteen pounds, and that this difference is occasioned by the Chunnam in the and not otherwise and this Replycant further saith that the defendant acknowledged in his account Current annexed to his answer that he has the said seven Candys one Hundred and two Pounds, as will appear by the sea customed Books and this Replycant further saith that he has debited for Freight for seven candys, seven hundreds, and twenty one Pounds according to the defendants own account and that of the one Customer this only the difference of the said one Hundred and Nineteen Pounds for substracting the said seven Candys one hundred and two Pounds from the said seven Candys seven hundreds and twenty one pounds that there only Remains the said one hundred and Nineteen Pounds, but makes the charging the Captain and Clear the defendant is pleased to debit this Replycant for a difference on the said Parcels of wax seven hundreds, and ten Pounds which agreeable to his Estimation will be nineteen Pagodas, and for by farianns which is four hundreds and sixteen Pounds too much and according to the same Rate will be no more than four Pagodas, thereby farianns and forty seven Cash, admitting that the Wax sold for no more then fifty four Pagodas per Candy so that it is Evident that the defendant in this very article has over debited this Replycant fifteen Pagodas farianns and thirty three Cash, and its strange that the defendant should make such a Glaring mistake in his own favour as he has done Person always accustomed to Business, this Replycant begs leave to say that with Regard to the number of pieces of wax that the Defendant did Receive from this Replycant twenty one pieces of wax and one Bundle and that the defendant did pay Custom for the said twenty one pieces of wax and one Bundle to the one Customer which this Replycant

Not

which sum he the said Maunds was forbore to pay, that he replyed to the second suit, weighing one hundred and sixty two pounds, which he was ready to pay, twenty eight elephants teeth of the third sort weighing one hundred and fifty two pounds, which will make two maunds and two pounds, and that the other Merchants sold their elephants teeth at Dacoreeny Condo Cap for eight hundred and thirty four Pagodas per Candy, and the defendant agreed to Rate the said Elephants teeth at sixty one hundred and two Pagodas per candy which Reduction this Replyant apprehends to be the Orders concerning with the defendants pretended Ballance and this Replyant further saith, that the defendant hath short rated this Replyant for six maunds and three pounds on this very article of elephants teeth, which said six Maunds and three pounds at three to the sum of two Pagodas, two fanams and six and that the defendant has paid duty for the said one Candy four maunds three pounds, so that it is very evident plain clear and demonstrative that the sum of eight pagodas, twenty three fanams and twenty two cash which this Replyant has debited the defendant on account of the freight of the elephants teeth in the account Current annexed to his Bill of Complaint is just and Right, this Replyant further saith that he is greatly surprized at the defendants making Rebellion unto Maunds when the defendant paid the sea Customs duty for the above recited one Candy four Maunds and three pounds, and more especially as the defendant has sworn to his Answer given into this Honorable Court that this Replyant humbly hopes that the illegal proceedings of the defendants in the premises of this Honorable Court.

And in the Regards to the same Sum of Rebelled Maunds which the defendant has debited this Replyant for, this Replyant further saith that as the defendants own Servants have been ashore many of the Days that the Ships and Boats have been up to Land the said Frederick Negores Cargo which this Replyant is willing to prove in proper time to the Satisfaction of this Honble Court. This Replyant further saith that in Regard to what the defendant says concerning this Replyant to settle this affair by arbitrators he this Replyant is that he cannot possibly Recollect any thing of the matter and in Regard to this Replyants treating the defendant. This Replyant saith that it was false accusation and what the defendant cannot prove.

The defendant is pleased to assert, that this Honble

and dangerous Weather and Strong winds which forced the said Ship
Hernando several times to put back and produce Leaks as alleged by the
Replyant in his Replication to the answer of this Defendant, but to the said
answer and Account thereof as the same are therein alledged and set forth
and that the Replication to his said answer is in many Respects impertinent
improper and insufficient in the Law to be Replyed unto and this defendant
further saith that he hath still ready and willing to pay unto the Replyt-
ants the sum of one Pagoda two fanams and forty Cash on account of freight
that as is already set forth in his said Answer to the Replyants Bill of Complaint
and this defendant saith that he is not indebted unto the Replyants in the
Sum of seventy two Pagodas three fanams and twelve cash on account of
Freight Viz Rs is pretended in the Replyants Replycation to the answer of
this defendant to the Replyants Bill of Complaint

This defendant saith to the 11th & 12th of their Complaint
that the said Custom only for surrounding Narrounda, and two Pounds, is the
approvable to Narrow but this defendant was allowed for Tare on the said Narr
one hundred pounds of four Pounds on twenty one Pieces and one Bundle of
Narr which pounded 2168 the whole Tare by Scale by Narr and the Replyt-
ants doth that the Replyants reparteens of the Difference of the Narr gone
Board and custom pounds is very untrue and erroneous and that the Real difference
of the Narr this defendant ready to prove Narrounds and Replyants to Illustrate unto this
this Honble Court this defendant prays that Attorney to Narr subsequent circumstances that
is to say that this defendant shipped on board the Complainants Vessell twenty two
pieces of Narr at Pegu Narr and obtained a Bill of Lading for the said Narr and other
Merchandize which he shipped on Board there each of which twenty two pieces of Narr
framed seven Narrounds and upwards of which twenty one pieces of Narr only were landed
at Ship at Madras and delivered unto this defendant and that the Replyants on Narr
brought also one Bundle of Narr which was omitted and entered in the Narrant
of the Company by the Narr Narrers to be the property of this defendant which Bundle
of Narr the said Company intended to deliver to this defendant with the twenty one pieces
of Narr which this defendant Refused to accept and pounded seventeen and three
hundred pounds only the Narr Customer without deducting the said seven Narrounds
Narrounds and two pounds out the Replyants Bill to this Defendant which

this

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£ 220

belonging to the Plaintiff on board the said Ship called the Mary which he bought on board the said Ship of the Plaintiff for a large sum of Money which the Defendant charged the Plaintiff with in account now a large sum which amounted about two thousand pounds of lawful Money for which Sum the Master of the Ship said he would grant a Bill of Lading to the Plaintiff which was accordingly delivered to the Plaintiff and the Defendant further saith that he was not delivered up to the Defendant the said Bill of Lading in order to have satisfaction for the same of the Plaintiff and the Defendant further saith that he is ready to perform the Award of the Arbitrators to the Plaintiff in the said matter by Arbitration between the Plaintiff and the Defendant and this Honorable Court when required and this Defendant saith that he hath always been ready to perform the same but the Plaintiff hath refused to perform the same and this Defendant further saith that he hath been informed and believes that the Plaintiff hath not performed the Award of the said Arbitrators

Affair from the beginning unto the end particularly declared
Shall the Interrogatories &c. Do you know any thing more material for the Complainants
Case if you declare the same as particularly Interrogated

Wm Cranmer
Attorney for the Complainant

Mayors Court at
Madraspatnam

Between Andrew Starr Complainant
and Gregorio Moodu Defendant

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

Ignatius Caldeira de Souza of Madras Merchant aged 47 Years or
thereabouts being produced as a Witness in this Cause on the part of the Complain-
ant was on the 21st day of May 1766 Sworn at the Office of Mr William Burgh
Attorney for the Defendant by Commagate who left a Note of the Name Title and
place of abode of the said Ignatius Caldeira de Souza and afterwards on the
same day being sworn and Examined deposeth as follows

1 To the 1st Interrogatory this deponent saith he has known the Complainant 17 Years
and the Defendant 7 Years or thereabouts

2 To the second Interrogatory this deponent saith he did not Receive any Money
from the Defendant

3 To the third Interrogatory this deponent saith the defendant did contract with him
for the freight of Goods from Pegu to this place viz 6 Pieces at 65 Pagodas each
both at Fort St David and Cuddalore at two of the Pieces but was to give what other
Merchants paid and this deponent further saith that on the arrival of the Ship
here on which those said Goods were freighted the Captain of her took the Charge
of all the Cargoe both of that belonging to the Owners as well as of the freighters
and that no Person except both have ever settled with him this said Deponent
concerning the said Freight and more cannot say not to this or to the last Interrogatory

Ignatio Caldra de Souza

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Andrew Starr Complainant
And Gregorio Moodu Defendant

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

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Deponent by the Interpreter of the Court sworn and saith as follows

Cast Interrogatory

Ex Interrogatory

Richard Sattrow

Examiner

Mayor's Court at
Madraspatnam

Between Andrew Barr Complainant
and Gregory Moore Defendant

Deposition of Witness taken on the Complaint and before the Examiner
in the Court as followeth.

Adam Syrang of Madras Marine aged 60 Years or thereabouts being pro-
duced as a Witness in the Cause and Suit of the Complainant was on the 27th day of
May 1763 sworn at the Office of Mr William Bishop Attorney for the Complainant
by Ramaya the Interpreter who first duly interpreted to the said Adam
Syrang and afterwards the Deponent was duly sworn to the Truth of the name title and place of abode of the said Witness
to the first Interrogatory the same day being sworn and examined deposeth as follows
and the Deponent saith to the Interrogatories as follows

1st ..... To the first Interrogatory this Deponent saith he did deliver unto Gopaly what are the
Cases Numbered 1 to 5 marked of the Defendants and the freight due to the Defendants
Depts on Madras Road with the same conditions Expressed in Bond on Board of
Pegu which were Goods Deponent further deposeth he delivered on the Boards
Order and at the time of their delivery observed the Pegu's who came to Receive
them for to see that the said Defendants and freighter March on receiving such
Goods as he gave to them and saith this Deponent saith not to this or to the last

Interrogated by

Richard Sattrow

Examiner

his Mark of Adam Syrang

Mayor's Court at
Madraspatnam

Between Andrew Barr Complainant
and Gregory Moore Defendant

Deposition of Witness taken on the part and before the
Examiner in the Cause and Suit
Catchetheck Agoromel of Madras Merchant aged 38 Years or thereabouts
being

Mayor's Court at
Madrafspatnam

Edward Andrew Kar Complainant
and Gregorio Mendez Defendant

Depositions of Witnesses taken on the Cause depending before the Honble
in the Court as follows Viz

Arrawaca Mendez of Madras Portuguese aged 33 Years or thereabouts being produced
as a Witness on this Cause on the part of the Defendant was on the 25th day
of May 1763 Sworn at the Office of Mr. Nelson Bishop Attorney for the Defendant by Coracopah who left a Note of the Name Title and Place of Abode of the said Arrawaca and afterwards on the same day being Sworn and Examined deposeth as follows Viz

1st Interrogatory Viz Deponent doth believe to be known to the Complainant and the Defendant Viz

2d Interrogatory Viz Deponent doth believe and Remembers what only the Defendant paid the Honble Company for one Candy Cost Pagodas and Cowries which he imported Cudjeram from Pegu and the Same Pagodas Deponent does believe the quantity & the weight of the said Candy the Said was allowed in Account to the Defendant but Deponent doth not for them and more the Deponent answereth not to this or to the last Interrogatory

Edward Andrew Kar Complainant
and Gregorio Mendez Defendant

Depositions of Witnesses taken on the Cause depending before the Honble
in the Court as follows Viz

Chandrapah of Madras Coringhy aged 47 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 9th day of June 1763 Sworn at the Office of Mr. Nelson Bishop Attorney for the Defendant by Coracopah who left a Note of the Name Title and Place of Abode of the said Chandrapah and afterwards on the same day being Sworn and Examined deposeth as follows Viz

1st Interrogatory Viz Deponent doth believe to be known to the Complainant

[illegible] Plaintiff against Thomas and John Hodson Executors of [illegible] deceased for the same and that Thomas Hodson [illegible] Proof of the Debt and Recompt which should appear on taking the Accounts and that or did not the Recompt accept the proposal and did or should the Defendant further propose to the Compt to [illegible] and thereby an Indemnity to decide the Dispute did or did not Recompt on such offer in the presence of you and Mr Scott as Witness which now to the best of the Defendant Knowledge of the Premises you are to be Examined

Call Philip ..... Do you know Thomas Hodson Esqr of Madras deceased or any of his Relations

Ans I do know Thomas Hodson Esqr deceased and I believe I am related to him by the Mother's Side

Q Do you know the Plaintiff Mr Hodson and the Defendant Mr Hodson

A I do know them both

Q Do you know any Thing of any Dispute between the Plaintiff and Defendant touching the Estate of the said Thomas Hodson deceased

A I do know that there is a Dispute between them

Q Do you know any Thing of any Proposal made by the Defendant to the Plaintiff touching the said Dispute

A I do know that the Defendant did propose to the Plaintiff to refer the Dispute to Arbitration

Q Do you know any Thing of any Proposal made by the Plaintiff to the Defendant touching the said Dispute

A I do know that the Plaintiff did propose to the Defendant

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Mayors Court
Madrasapatnam

Richard Pattrong
Complainant

Mayors Court
Madrasapatnam

Deposition of Witnesses taken in the Cause depending between
Richard Pattrong Complainant and Gregory Mortimer Defendant

No.

Mayor's Court

Madrasapatnam

Between Lord Pigot and Gregory Mostyn Defendant

Last Interrogatory the Defendant saith that some time
past unto his Custom belonging to the Defendant and that the said were shipped
on a Vessel of a War in the Company Service that the Defendant
requested him the Complainant would afford to give in Evidence of the Defendant
Part in the Defendant Favour and that he would be recompenced
for

Last Interrogatory the Defendant saith he Does not know to have seen in the
Shalgah Godown one Bag of Cardamoms belonging the Defendant that
Bag the appearing to have the Defendant to Custom and the whole stript
open with a Bag, which he immediately showed to Richard Defendant and told
him he later care of it upon which the Defendant called a Sangamy Boy belonging
to the said Godown and ordered him from that Bag and
afterwards the Defendant cannot tell by any mark or otherwise

Richard Saltwell

Examiner

Mayor's Court

Madrasapatnam

Between Lord Pigot and Gregory Mostyn Defendant

Deposition of William Jackson taken on the Court by and before the
Examiner in this Cause on the
behalf of Madras Company Agent of Fort St. George

In Pursuance of the Complainants the Defendant on the [illegible] Day of [illegible] Instant was attached to appear before Us on Board Court aforesaid, The Defendant appeared and Demurred to the Complainants Bill, The Complainant Replied to the Defendants Demurrer, The Defendant Rejoined, The Complainant Surrejoined, The Depositions and Exhibits on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant on hearing the Pleadings and Evidence by the Attorneys and Counsel on both Sides Read and Considered, It Appearing to the Court that the Complainant hath charged in manner for the Freight and Passage of Goods and Passengers put on board the Apollo by the Defendant at Prices Warranted by Usage and Customary, and the Defendant not having brought any Proof of the Allegations alledged by him, except that of the Law of Freight Warrant the Usage and Customary Prices the Complainant hath proved in Support of his Demand doth therefore think fit to Order and Decree and doth accordingly by Order and Decree that the Defendant shall Pay unto the Complainant the Amount of their Demand paid for, deducting therefrom the Price of the said Barrel of Flour as Charged in the Defendants account Current and that the Defendant shall pay all Costs of this Suit

Decree

Read and filed
8th July 1763

To the Honorable the Mayors Court at Madrasspatanam

Humbly Complaineth Shewith unto this Honble Court, your Orator John Philip Febricius of Cuddy Clerk, that one Papanna Son of Tondaman Comar Merchant stands indebted unto your Orator in the Sum of five hundred and fifty three Pagodas remaining on Sterling money of Great Britain after the Rate of eight Shillings for every Pagoda to the Sum of five hundred and twenty one Pounds for that Whereas the said Papanna by his Writing Obligatory bearing date the eighth day of October in the year of Our Lord one thousand seven hundred and sixty three stands obliged unto your Orator the aforesaid Sum of five hundred and fifty three Pagodas with the Interest after the Rate of Nineteen Cent p Cent when he should Receive what Money was

appear you may show cause why Bail Bond and Recognizance taken at the Inquest and Return of Writ of Subpœna issued to you thereon and your Bail Obligation should not be Estreated and Levied by Attachment to the Use of the Defendant ——

How you are to answer to the Complaint

by Complaint Court Interpreter ——

Chief Secretary

Mayor's Court at Madraspatnam

Secretary the 10th day of August Anno Domini 1765.

(L.S.)

Present

Claud Russell Senior Alderman

Peter Marette — John Delavaux

& James Hay — Aldermen

Mayor's Court

Between John Philip Jakavelo of Vepery Clerk Complainant and Defendant Cossa alias of Pedda Nayk Merchant Defendant

The defendant being in Court and acknowledging the justness of the Complainants demand; Court doth therefore think fit to Order and Decree and doth accordingly by Order and Decree that the defendant shall pay unto the Complainant the full and just Sum of four hundred and fifty two Pagodas Pagodas 552 — together with such Interest as now is or hereafter shall become due thereon until full Payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit —

L. P. Cost

Madras 5th September 1765.

Mahomed Ameer Inhabitant of Madras Complainant

Mr Thaddeus Aga Perry Gabriel on Account of Two Years Covering and Translating several Papers from the Persian Language into English amounting to the Sum of Fifty two Pagodas, which Sum Defendant Agreed to pay unto the said Mr Thaddeus Aga Perry Gabriel at the Expiration of the Month from the date hereof and in case Default payed the day it becomes due then Promise to pay the said Sum of Fifty Two Pagodas with Interest

Witness

Pully Vencadachen

Vathear Nittakandy

Signed J. Mahomed Ameer

A True Translation Ameer Ameer Complt

from the Persian Language by Coneapatchetty Interpreter

Mr Thaddeus Aga Perry Gabriel

Mayors Court

Tuesday the 20th day of August Anno Domini 1765.

Present

Hond Rupert Senior Alderman

John Delavoyne — James Hay Esq

George Barber — Aldermen

Mayors Court

Mahomed Ameer Inhabitant Complainant

Aga Mahomed Ameer of Saint Thome Inhabitant defendant

Appearing by the Records of this Court that the Defendant hath been served with Process & 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

Dr.

Correra Calaty Chitty and Nanaian Chitty

Cr.

1763 May	15	To their Bond for the Rice		2520	18	0	1763 October	21	By Cash Received in part of their Bond	1800	0	0
		To Interest from the 15th August 1763 to the 15th May 1764 being 9 Months at 8 p Cent p Annum		185½	8	22	Decemb	11	By Cash ... Do ... Do	251	0	0
							1764 March	27	By Cash ... Do ... Do	120	0	0
									By Interest of following Bond to the Pagodas 1800 from 21st October 1763 to 15 May 1764 is 6 7/12 @ 8 p Cent p Annum	116	18	8
									Pagodas 251 from 11th December to 15 May is 5 1/12 @ 8 p Cent p Annum	7	20	18
									Pagodas 120 from 27th March to 15 May is 1 18/30 @ 8 p Cent p Annum	1	18	7
										96	16	73
											96	16	73
										2362	16	73
									By Balance	202	5	9
Pagodas				2565	26	22	Pagodas			2565	26	82

Fort Saint George the 15th May 1765

Contents Excepted

Jno Charles Smith

1762

Read and filed
15th July 1762

To the Worlde the Mayor &
Court at Mansion house

Humbly Complaineth & Sheweth unto this Worlde Court your
Orator Gregorio Hughet of Madras Merchant that whereas your Orator on
or the Month of August in the year of our Lord one thousand seven
hundred and sixty three Shipt on Board the Worlde Captain John Mathison commander
Bound for the port of Manilha ten Bales of Merchandize consigned to Messrs
Gregorio Hughet and Merchant there for the Account and Benefit of your Orator and
whereas the said Ship Panther notwithstanding the Cargoe to the said Port
of Manilha sailed for the Port of Batavia where on a long with the Ship Revenge
bound to the Port of Manilha and the Ship Panther being obliged to Return to this
Coast the said Captain Mathison unloaded the said Ten Bales of Merchandize
from the said Ship Panther and Shipped them on Board the Ship Revenge whereof
Captain John Watson is Commander and upon Shipping the said Goods in such
manner the said Captain John Mathison took up one Moiety of the said Captain
John Watson upon the Account of the said Goods the sum of twelve thousand Pagodas
Rupees at Respondentia for which sum the said Captain John Mathison executed
an Obligation wherein it was Stipulated and Agreed or words to this Effect that if
so be and in case the Attorney of your Orator should pay off and discharge the said
sum so taken up at Respondentia as aforesaid then and in such case the said
Captain John Watson was to deliver the said ten Bales of Merchandize to your
Orator and Attorney but in case the said Attorney of your Orator should refuse
to discharge such Sum so taken up at Respondentia then the said Captain
John Watson was authorized to sell and dispose of such Merchandize in such
manner as he should think Proper and out of the Produce thereof to pay himself
the said Sum so taken up at Respondentia and to account with your Orator for the
Remainder now whereas the said Captain John Mathison at the Port of Batavia
aforesaid departed this life and whereas the said Ship Panther having Returned
to this Coast your Orator upon intelligence of the above proceedings of the said
Captain John Mathison applyed to Messrs Lorne Freeman Gregorio, John
Alexander and Ironside Bonnet for Redress but the Premises standing that
your Orator must Inevitably & Consequently suffer thereby But
your Orator not having then Received any advice from Manilha Concerning
the said Consignment your Orator only Exhibited against the Estate of the said
Captain

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Mayors Court
Madraspatam

Thursday the 22d day of August
Anno Domini 1765

Present
Mr Edward Rufsell Senior Alderman
John Debonaire ——— James Hay Jr
George Baker ——— Alderman

Between Gregory Negust of Madras
Merchant Complainant and Sons Freeman
Burgess, Donnesly Browne and John Hes-
under Executors to the Estate of Captain John
Mathews deceased Defendants

Whereas by the Records of this Court that the
Defendants have been served with the usual Rule to Answer the Complain-
ants Bill Both Jointly and Severally Refusing so to do This Court doth
therefore think fit to Order and Decree and do by accordingly Order and Decree
that the Defendants shall pay unto the Complainant the full and just Sum
of twelve Thousand Rupees (Rupees 12000.—) together with such Interest
and Premium as now is or shall hereafter become due thereon until fully
Payment is made when all Costs of this Suit

Signed

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Mayor's Court
at Madraspatnam

Tuesday 18th September
Anno Domini 1750.

L.S.

Present.

Thomas Pomney Esquire Mayor
Claud Russell — John Davidson
& George Baker — Aldermen

Mayor's Court

Between Christopher Machlin of
Madras Merchant Complainant and
Valoriano Soares, Jacob Roach and
Mutall Naique 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 Refusing so to do This
Court doth therefore Thereby 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 Pagodas Pagodas 1000.. /
together with such Interest as now is or shall hereafter become due
thereon untill full Payment is made / according to the Tenor of the Obliga-
tion Sued for / also all Costs of this Suit

Q. fiat

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Dr _____ Cuchah Veeranna & Bangaroah & other Comrs

1760 Sept. 12 To Cash Cost Thom on joint Account the half of which stands to Ours at Interest at 12 ℔ Cent ℔ Annum and also to be employed on purchasing Merchandize at the Northward among Account of Thom Contract Bond and Obligation signed by Tindevanam Papiah ..... 3000 ..

1761 Do To March 11 To Poston Quicksilver sold at Pondicherry as p Copy of the Account 8,33,65

Do Onlyed Thread ..... Do ..... Do 9,35,7 17,32,52

Sept. 20 To Cash paid the Companys Customs &c on their Goods ..... 80 ..

November 7 To Interest on the following sums to this day viz.

on Pag.s 1500 ... the Ballance of the said 3000 Pagodas from 12th Sept. 1760 to 13,22 @ 12 ℔ Cent ℔ Annum ... 206 .. ..

On Pag.s 355,22,32 of the half Cost of Goods purchased of the Goods as p Contract from 12th Sept. 1760 to 13 22 @ 8 ℔ Cent ℔ Annum 22,19,78

On Pagodas 18,32 from 11th March to 8,20,30 L 355.

On Pagodas 80 from 22d Sept.r to 7.12 @ Do. 26,70

180,15,12

Pagodas ... 3390,16,12

Fort St George

Errors

2K

250

Anno Domini
8th December 1761

The Rt. Hon.ble T. P. Anderson Esqr
& Maria Woodland defendant to the Bill
of Complaint of John Lewis Smith Gent.
pltff. Woodland Complainant

The defendant now and at all times hereafter saving and reserving
to himself all and all manner of benefit of Exception to the many manifold
and insufficiencies in the said Bill contained for Answer thereunto or unto
such thereof as this Defendant is advised is Material to be made
Answer thereunto, This defendant answereth and saith that he is indebted
unto Nelson Lewis the sum of three Hundred and fifty four Pagodas thirty
three fanams and sixty four Cash as is set forth by the Complainant but that the
Complainant was indebted to this Defendant on the fourteenth of October in the
present year of our Lord one thousand seven Hundred and sixty one, Three
Ten Hundred and three Pagodas, thirteen fanams and sixty three Cash as will
more fully appear by the Account Current annexed to this Defendants
Cross Bill of Complaint, unto to this day —

This Defendant further Answering saith that over the com-
plainant requested of this Defendant to settle the Accounts but this
Defendant sets forth that some days before the Complainant had filed his
Bill in this Honble Court, he had delivered his Accounts unto his Attorney
to demand the Ballance thereof of the Complainant but the Complainant
without giving this Defendant any manner of Intimation touching the same
as filed a Bill in this Honble Court in order to distress this Defendant

And as to the several Articles of the said Account
Current of the Complainant, This Defendant in Answer thereto says & doth
set forth, that it is true that in September in the year of our Lord one thousand
seven Hundred and sixty that he this Defendant together with Cheeka
Veeranah and Rajamanick did Receive on joint Account of the Complainant
the Sum of three thousand Pagodas, but as to the two Articles of Gunpowder
and Gold thread of the debit side of Eighteen Pagodas thirty two fanams and
fifty two Cash this Defendant says that he did not receive the same
fanams and seventy six Cash as will appear by this Defendants Account
Current

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and humbly prays to be hence dismissed with his reasonable Costs and Charges
in this behalf most wrongfully sustained

P. Fowke
Atty for the Defendant

Read and filed
9th March 1762

Replication of John Lowndes
of Madras Merchant to the Answer of
Peter Perceval Payne of the same place
Merchant

This Repliant now and at all times hereafter
saving and Reserving to himself all and all manner of benefit of exception
to the many Errors Insufficiencies and Imperfections in the said Answer
Contained for Replication thereunto or unto such parts thereof as this
Repliant is advised is Material to be Replied unto answered and
Avoided Says that he this Repliant will aver and maintain his said
Bill of Complaint to be true certain and sufficient in the Law to be
answered unto and this Repliant further saith that the several
matters and things in the Defendants Answer contained are
Insufficient in the Law to be pleaded unto by this Defendant
for that this Repliant in his said Bill of Complaint hath
Charged that the Defendant is indebted to this Repliant in the
Sum of Pagodas Two Thousand Five Hundred and Fifty
Two and Three Quarters of a Pagoda and this Repliant
hath Charged that the Defendant hath promised to pay
the same to this Repliant on Demand and this Repliant
hath Charged that the Defendant hath not paid the same
or any part thereof to this Repliant but hath refused
and Neglected so to do and this Repliant hath Charged
that the said Debt is Just and Due from the Defendant
to this Repliant and that this Repliant cannot have
any Remedy for the same but in this Honble Court
where Discovery is Only to be had of the Defendants
Confederates Dealings and Transactions with the Defendant
in the Premises and this Repliant hath Charged that
the Defendant hath Combined and Confederated with
Veeranah and Papanaik Merchants at Pondicherry
and other Persons Inhabitants of the Dominions of
the French King to this Repliant unknown to
Defraud this Repliant of the said Debt and this
Repliant hath Charged that the Defendant hath
Combined and Confederated with the said Veeranah
and Papanaik Merchants at Pondicherry and other
Persons Inhabitants of the Dominions of the French
King to this Repliant unknown to Defraud this
Repliant of the said Debt and this Repliant hath
Charged that the Defendant hath Combined and
Confederated with the said Veeranah and Papanaik
Merchants at Pondicherry and other Persons Inhabitants
of the Dominions of the French King to this Repliant
unknown to Defraud this Repliant of the said Debt
and this Repliant hath Charged that the Defendant
hath

Ready to be produced as to the Agreement made by the Defendant to be Credited
this Replycant has Charged on the Sum of one Thousand five hundred Pagodas
Replycant begs leave in order to Support this Charge to inform this Honble
that the said Sum was half of three Thousand Pagodas lent by this Replycant
to the said Seledevera Paupeah as Gumasthar to Thomas Pitchet Esqr
and Company at Bimlypatam half of which was to be employed on Trade
there solely for their Account in Consideration of which they agreed to pay
this Replycant after the Rate of twelve p Cent p Annum, and the other half
was to be employed in Buying Goods at the Northward on their
Replycants Account and Risque as will appear upon Reference to the
Contract Ready to be produced by this Replycant, which Rate of Interest
when Compared with what is Customary in those parts cannot but be look'd
upon as very frequently double the Rate Charged by this Replycant
as given, and what this Replycant believes on further Inquiry this Honble
Court to allow this Replycant the said Charge in the Account this Replycant
Pays in Case of the Decease of the Defendants said Gumasthaw and of which is
Actually since dead for their proving dishonest men when by their Dying
in a foreign Settlement it would be very difficult, if not impossible to Recover
this Replycants said Money, this Defendant therefore doubts not but this
Honble Court duly weighing the Attendant of the said Sum as well as the
said Charge to this Replycant, The difference between Twenty Pagodas
four Fanams and Eight Cash in the Article of Interest on three Hundred and
fifty five Pagodas twenty two Fanams and Thirty two Cash and the difference
of nine Fanams and fourteen Cash arises in like manner on the Article of
Cloth Silver and Gold thread Cattawhich Articles this Replycant to prove
how extensive they are Refers to his Answer to this Defendants Interrogatory
The difference of five Fanams fifty Cash arising to the Defendants favour by
Credited this Replycant with Interest for one Month and three Days instead
of one Month and twelve days on eighty Pagodas owing to the different
time of Closing each Account. As to the Objections Made by Defendant
to the Article of two Hundred and twenty eight Pagodas twenty four
Fanams and sixty eight Cash on the Sale of Rice, and Charges of two
Hundred and sixty Pagodas eight Fanams and Sixty three Cash on Sugars
said to be Delivered, this Replycant doubts Not but that he shall be able
to shew in the Course of this Cause by sufficient Proofs that these

Suffered in the Law to the Replyant note, and the Defendant further says that the Replyant is entitled unto Judgment on the same as set forth in the Defendants Cross Bill of Complaint and this Defendant alleges that the demand in the Complainants Bill is not such a Claim to Debt as the Replyant to demand, but was unduly to Allow to the Payment of the Replyants demand, but was unduly to Allow to the just Capacity, and that the Balance of the Complainants Account as Executor from a fictious Account Sale, wherein he has omitted to give true Credit and several just Orders, and this Defendant humbly Conceives that his Honor cannot appear such sundry and Imparable matters Computed to at gage the Large Quantity of Coal as is already set forth by this Defendant in his Cross Replication, which being Matters proper to be heard Fully Pages whereof, and has since been told Is double that proof which this Defendant will prove in due time and this Defendant further shewth that never was Requested by the Complainant to settle this Account of the pretended Balance which the Complainant says this Defendant for another was the same due if any had been for when the Complainant proffered his Bill of Complaint as this Honble Court as will appear by an Agreement as in that paper Bill Copy whereof is herewith annexed for the inspection of this Honble Court

This Defendant further denies that the Complainant demanded payment of him at the Expiration of the said Agreement, which is a false assertion as will plainly appear by the said Agreement bearing date the first day of May which was in the year of our Lord one thousand seven hundred and sixty and when the Complainant has heard himself and to demand payment of this Agreement untill seven Months from the date thereof and to show this Honble Court which Little Regard he paid to his promise, he sued this Defendant for a pretended Balance the 16th day of November in the Aforesaid Year

This Defendant Admits that he told the Replyants Servant to desire his Master would Wait some time longer or wrote to that or the like Effect, but it was before the Date of this Defendants Bill Appear by the Servants telling him this Defendant that he came with a Message from his Master desiring this Defendant to pay the Amount of the Mortgage Rice, or in Case this Defendant had not where withall his Master desired this Defendant would Mortgage the Rice and pay the Replyant, This Defendant denies to have made a false Account but is well Assured the same to be a genuine Account, and

demands

No 58

Read and filed
8th December 1761

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaineth shewith unto the Honble Court your
Orator Tekaturana Paupiah Commander to Chuchah Vencatt and Dupanah of
Madras Merchants That Thomas Thornton Smith late of the same place
Merchant stands indebted to your Orator in the full and just Sum of Two Hundred
and twelve Pagodas Fourteen Fanams and ninety three Cash Current
Money of Madras which at Sterling Money of Great Britain at the
Rate of Eight Shillings every Pagoda will Amount to the Sum of
Eighty three Pounds, six Shillings and Eight Pence or thereabouts
as will more fully and at large Appear by Account Current Hereto
A together with an Invoice marked B and an Account Sales
Marked C for the Inspection of this Honble Court Humbly
Answered to which your Orator most Humbly Refers and prays
the same may be Admitted as part of this your Orators Compt
of Compliant and Whereas your Orator hath frequently and
an Amicable manner Requested payment of the said John Lemon
Smith to settle the said Account with your Orator

But now so it is May it please this
Honble Court the said John Lemon Smith Contemptly and
Wilfully Refuses your Orator any answer or Satisfaction
touching the Premises your Orator therefore prays Process
of this

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Dr.

Mr. Lothian

1760 th
Sept. 12. To the Amount of half share of Charges Merchandize on Duck blue and Gold Shroud 1.19.-

To Sundry Sales of Grain sent from the Northward on Account Copartnership
Amounts to as p. Invoice Rupees 5178 Cal. Wt. at 100 Rs p. Ton
Madras Pagodas and Rs. 12 Wt. 31 fat or Current Rupees
at 110 p. Ton to Madras Pagodas 1860.22.-
1761 Feb. 1 To the Factors of the Account Sale of Grosul Goods ..... 49.13.10.
April 2 I have brought in following Goods which were put on board the Duck Brig
Boat and Sent to Mount Polly Pr. L.
On Pagoda 18 Dimitpatam Godown 7 Bales and 19 Empty
at Pag. 2 p. Cent 38.0.-
On Rice at 37 ..... 30.-.-
On Horsegram at Pag. 1 p. Cent 6.-.- 68.0.-
On different following Goods which were taken from the
Horsegram 1. 173 which was sold at Pag. 88 p. Cent Profit
were taking at Pag. 80 the different Thereupon as p. 6.15.
Ditto 1. 1 Bale Cloth and at Pag. 60 the different 2.12.20
Ditto Gram 1 Bale Lild at 720 lb. paid 66 the dit. 2.8.16
Ditto Gram 153 Lild at 180 p. 63 the dit. 0.3.13
Black Gram 153 Lild at 180 p. 100 the dit. 1.5.16
Wheat ..... 8 Lild at 180 p. 100 the dit. 19.11.16
Ditto Dabers Sold at Pag. 2 1/2 p. Dabers p. at 2 Rs 5.-.- 19.11.16
Gram Gram 1.7.16
1 Daber of Oil 3.15.- 3.22.16
To Difference on Longeyes and this Date which
Amount at the Rate of 1 p. Cent, during Leave on from
to pay at 10 p. Cent on Pag. 153 lb. 4.20.18 91.3.07
Sept. 3. To produce of my Rice sold 134.10.33
September 17 To Ditto ... of my Rice sold at Pachandara 17.0.25
October ... 20 To Interest on the following Sums at the Rate of 8 p. Cent per Annum
On Pag. 1 n. 19 ..... 1.1.8.10.29
19 n. 11 n. 10 ..... 1.19.2.6.35
91 n. 31 n. 39 ..... 1.91.4.9.56
21 n. 14 n. 13 ..... 0.23.1.13.10
1760 n. 25 ..... 1.3.13.22.64 26.3.37
Amount 3612.20.39
Errors Excepted
Errors

Invoice of Sundry Goods Laden on Board of several Vessels at Negapatam Place on Account and Risk of Mr. John Lawson Junr. and Consignments here at Madrass Coast

Laden at Commandavarum on Board a Paddy Boat belonging to Ollakpollam
Gang Body Cargo
Paddy ... 26 a 10 a 10 ... at 30 Rupees ₱ Garce ... 782 a 2a

To Charges Merchandize Coast

To Freight do Paddy at 4 Rupees ₱ Garce ... 368 a 12
To Boathire on do ... 2 at 12 Annas ₱ do ... 19 12
To Cooly hire on do ... at 8 ₱ Ditto ... 12 a 8a
To Duty paid on Ditto ... at 8 ₱ Do ... 12 a 8a
To Shading hire on Ditto ... 3
To 3 Ditto Ditto ... at 10 Rupees ₱ Do ... 36 a 6 a
To Sarang and Sandal Wood Allowance ... 2 a a
To Chandy Custom ... 1 a a
To 1 Pair of Measuring Potto ... 1 a a 65 a 12 a 12
1246 a 6 a 12

Deducted the above half part of Cargo which appertains Company ... 622 a 3 a 12
To Ditto ... 2a 4a 625 a 7a 14

9 January J. 1761

Laden by Commandavarum on Board a Hoop belonging to Pondavanandy
Gang Body Cargo
Paddy ... 11 a 5 a 11 ... at 30 ₱ Garce ... 1235 a 9a
Nakchuny ... 3 a 15 a 2 ... at 30 ₱ Ditto ... 76 a 12 a 12
Rice ... 2 a 27 a 6 ... at 60 ₱ Ditto ... 298 a 12a
1605 a 12a

To Charges Merchandize

To freight on Do Paddy ... at 14 ₱ Garce 576 a 2
To freight on do Nakchuny & Rice ... at 21 ₱ do ... 155 a 12 ... 732 a 14 ... 2337 a 8
To Boathire on do Paddy Nakchuny and Rice at 12 Rupees 39 a 8 a
To Cooley hire on do ... do ... at 8 ₱ Garce 26 a 12
To Steering hire on do ... do ... 1 a 8
To Duty paid to Diamond do Paddy and Nakchuny 8 ₱ Garce 24 a 8
To do ... do ... on Rice ... 8 ₱ do ... 1 a 12
To 6 No. Matts at 10 Rupees ₱ Do ... 6a
To Sarang & Sandal Wood Allowance ... 2 a a
To Chandy Custom ... 1 a a
To one Pair of Measuring Potto ... 1 a a ... 168 a 20
2127 a 2 a 14

Laden at Gangavarum on Board a Hoop called Mira Rama belonging to Congonadan Aiah Wood
Gang Body Cargo
Paddy ... 11 a 7 a 19 ... at 30 Rupees ₱ Garce ... 1235 a 12
Rice ... 10 ... at 60 Rupees ₱ Do ... 600 a a
1835 a 12

Carried over ...

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Bengal Town

1 Bow Land to Ditto ..... 1 Ditto 00

Allowance on Ditto ..... 1 ..... 197 00

Pagodas 197 00

Fort St George

Sept. the 17th 1761

Cross Excepted

Answer

Sur on Cross

9th March 1762

Answer John Lovedeath of Madras

Inhabitant to the Bills of Complaint of

Teledowra Pagody

The defendant now and at all times hereafter saving &c.

Reserving to himself all and all manner of Benefit of exception to the many

Cross uncertainties and insufficiencies in the said Cross 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

he is in no wise indebted to the Complainant as is set forth in his said Bill

but on the Contrary that the Complainant is indebted to this defendant as

set forth in his original Bill of Complaint, but in order to show to this Honble

Court the weak foundations of the Complainants demand, he proceeds to

Answer the several Articles Contained in the Account annexed thereto

This defendant observes that on the Article of Cross amounting to one

thousand four Pagodas twenty two Fanams debited to this defendant

This defendant denies that however Pretended the amounts or Quantity

mentioned in the pretended Invoice which this defendant Compares

to the satisfaction of this Honble Court doth from the Original Invoice

Received from the Cross Complainants Surveying Complaint of

translate whereof is Ready to be produced when Reference hereunto

will appear there is a difference of one hundred and forty two Pagodas

Pence and surplice in this defendants favour which partly arose by

the Article of Commission which his Principal Charges Pagoda has

Not

Answer to very further and more fully answering the Replication of the Defendant
the Replyant further saith that the Defendant is indebted to him in the sum
already set forth in his first Bill of Complaint and that the Replyant was
not indebted to the defendant as set forth in the Bill of Complaint and the
Article of Grain amounting to one thousand four Pagodas twenty two Fanams
debted to the Defendant the Replyant admits the same ought to be the same
One thousand four Hundred and four Pagodas and twenty two Fanams which
at the foot of the Account Current annexed to the Replyants Original Bill of
Complaint, and by a Mistake has been inserted in the said Account to be the
sum of One thousand and four Pagodas and twenty two Fanams and for which
said Article the Defendant credited the Replyant with the sum of one hundred
one hundred and forty four Pagodas thirteen Fanams and forty eight Cash and
as to the Article of Commissions charged the Defendant, the Replyant humbly
Conceives the same to be but just, for the defendant had undertaken with the Replyant
and and not his employers, and the Replyant was the person who entered into
Agreement with the defendant, and the said Agreement that it was provided duely by
Merchants to charge Commission for Merchandize purchased on Account of
them, the Replyant admits no Commission ever charged by his employer by
Reason that no Account Current was ever settled between the Replyants employer
and the defendant and as to the Cargo put on board the Vessell Commanded
by Pandia the Replyant sets forth that he has justly charged the defendant for
the Cargo put on board the said Vessell, as it was on Account and Risque of the defend
ant at the Northward by the Replyants employer and by the advice of one Bandra
Dubash and Agent to the defendant, and which said Cargo was consigned
to the defendant and the Replyant further alledges that the produce of the said
Cargo has been Remitted by the defendant to Agent Bandra

As to the Article of Ten Gauze of Paddy amounting to the
Sum of Four Hundred and fifty Nine Rupees three Annas and Pangrees
which a part of the Cargo the Replyant debited the Defendant for the
Replyant sets forth that the defendant Received the Ten Gauze of Paddy together
with the Cargo put on Board Bandra Shanmaudoyo Vessell which said
Vessell put back at Pudupatam and other way have and the Defendant upon
the Receipt of the Invoice of the Goods put on Board the said Vessell on the 25
Letter of Advice from the Replyants employer that some part of the Cargo
was Landed at Pudupatam aforesaid by the Defendant Sub the same
by Land back into the Lovely Packet, the Cargo consisted of twenty one Gauze
of Paddy

Translate of a Receipt of Cowrie Shells Granted to Cavour Ramanu

Cavour Ramanu the Gomastah of Cowrie Contract do here
Acknowledge to have Received of Cowrie Govind the Commander of the Ship
Rustumjee out of the Ship Success Mal belonging to Mr Scott Commander
dispatched at Pulicat for Cochin & Bengal with three Sloops in Company
Three Pulla Cowries pr Candy ——

Cowrie Sorts Bengal
Paddy ..... 36 n 5 12 n 1 Pk with allowance in Wastage of the Ship ..... 4 n 1 Pk
Rice ..... 5 n 27 12 n 1 ..... do ..... do ..... 1 Pk
Nadchuny .... 2 n 15 n .... 2 ..... do ..... do ..... 2 n 2 Pks

Short translation from the Original as near as can be by Comarapah Cowrie Interpreter
P. F. Greenslade
Dfo ——

Read and filed
the 27th July 1762

Register of the Cowrie Contract
of Madras Merchant Defendant to the
Answer of Edward Rumpah of Madras
Silver Merchant

The Defendant now and at all times hereafter saving and
Reserving to himself all and all manner of Benefit of exception to the manyfold
Uncertainties and insufficiencies in the said Complainants Bill of Discovery
Answer to saith that the Defendant's Answer is certain true and sufficient in the
Law to be Replyed unto and this Defendant further saith that he still remains
and continues Indebted to the Complainant Edward Rumpah
the Complainant in the Sum of Pagodas Eighty Eight & Fanams Thirty four
over the Setting of his Answer to the Complainants Bill of Discovery which
Sum of Eighty eight Pagodas Thirty four Fanams and Sixty four Cash of Country Money
for 6 Bombaytam Candy of Paddy & Half of Cotton yarn landed at Madras
-patnam out of Madras Commandeer Ship which he is Ready to pay to
the Complainant for that this Defendant never Shall neither hereafter
Admit Further to his Knowledge has yet Answered any part of the same

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saith doth and Saith the Complaintant at any time by Reason of any
matter arising from the defendants Expender for which Reason the Complainant
thinks proper to Answer; and accordingly doth Answer and say that the
the Complainant is not any ways indebted unto the defendant But that
the defendant is indebted unto him in the full and just Sum of Two Hundred
and Twelve Pagodas Thirteen fanams and sixty Cash as in the
Bill of Complaint against this defendant, This Complainant says he is greatly
Surprized at the Assertion of the defendants Concerning the five Corge of Rice
paid Paddy and part of the Cargo which was landed at Bhatnapatam out of
Budda Shamanaudrys Vessell Being on Account and Risque of the defendant
and the amount of which Cargo this Complainant has debited the defendant
for together with the several articles that are inserted in the Invoices of the
Cargoes which were put on Board of different Vessells and that according to
the practice and Method of Merchants the said Cargoes became the property of
the defendant after the Shipping of the same as they were all on his Account
and Risque and it is unreasonable in the defendant to Expect that a Factor
who has only his Commission for actual Orders can stand to any Loss that may
happen to the Cargoes and this Complainant further says that he humbly
Conceives that Ought to be Credited for the Amount of the Invoices of the Cargo
which were put on Board of the said Budda Shamanaudrys Vessell and more
Landed at Bhatnapatam and not for the produce of the said five Corge of Bimle-
patam Paddy and that the same should have been Carryed to the Credit of
Covell Soobiah and not to the Credit of this Complainant, and that this Com-
plainant must of Consequence be Acquitted from the Allegations and this Com-
plainant further says that the Shifting Excess which the defendant makes
use of in his Rejoinder saying since the Filing of the defendants Answer to the
Complainants Cross Bill of Complaint that he the defendant has Received the
Sum of sixty eight Pagodas fourteen fanams and sixty four Cash of the said
Covell Soobiah for the said five Corge of Bimlepatam Paddy and which
is a part of the Cargo that was Landed at Bhatnapatam out of the said Budda
Shamanaudrys Vessell which he is Ready to Credit this Complainant for, this
Complainant further says that he is much astonished at the defendants not
Answering the said Sum of sixty eight Pagodas fourteen fanams and sixty
four Cash before the Filing of his Answer as it was now upwards of fourteen
Months since the Defendant sold to the said Covell Soobiah all the Cargo of the
said Vessell of Budda Shamanaudrys excepting of five Corge which he delivered
unto Nannandrea on his own Account, Therefore this Complainant hopes
a Patience for his not Acknowledging the same untill He was Compelled by

two hundred and seventy one Pagodas and thirty one fanams and that when the said sum of one thousand and twenty seven Pagodas and twenty seven fanams which is the Real difference between the two sum Pagodas and the Madras Pagodas is added to the sum of one thousand two Hundred and seventy one Pagodas and thirty one fanams will make the sum of one thousand four Hundred and four Pagodas and twenty two fanams and that it is easily Calculated and at once Perceived no longer a Mystery for that it is very Clear and obvious that the Complainants former Attorney had made a Mistake of Two Hundred Pagodas now if the defendant will only please to Corroborate to credit upon the additional of the debit side of the Complainants Account Current annexed to his Orgl Bill of Complaint, as the sums now stand in the said Account Current He will find that instead of the sum inserted there that it will be only the sum of three thousand and fifty seven Pagodas twenty fanams and twenty nine Cash which will be four hundred Pagodas too little, this Complainant further says that with Regard to his Commission as factor for the defendant He humbly conceives that he is but just and Reasonable that he should be allowed the same and for the Reason this Complainant hath already assigned in his Petition and hopes the same will meet with the approbation of this Honble Court as it is usual for every Factor to charge Commission and more especially as this Complainant hath entered into articles of Agreement with the defendant to provide him with outward Goods and upon which Account the Commission was charged this Complainant doth declare that the defendant had dealings with him for the year before and with Cheeka Veeraya and Pauyanah Pudnah and many Relating to the Business of a Factor therefore this Complainant could not Charge Commission when He was not Employed as a Factor nor had they at that time entered into any Article of Agreement this Complainant says that he is greatly alarmed at the assertion of the defendants who says that he had no other dealings with this Complainant than the Receiving of goods and Money that were sent to this Complainant by the employers this Complainant further says that it was to the defendant a sorry reply the defendant seeks to prove this Complainant liable for the outstanding Debts for the sale of the Goods put on Board of the several Vessells and on Account and Risque of the defendant, this Complainant further says as to the produce of the four Garce of Paddy out of the thirty six Garce Five and a half Pooty and one quarter Cunjum of Paddy sold to the said Comill Sorbeah which the defendant pretends to have Received verse his Filing his Answer that this Complainant has nothing to say to it as the property of the defendant and that He must Carry it to the Credit of

Credit

was on the 9th of June last mentioned upon Record and enquired of by the Defendant whereupon he then informed the Court that he had no Answer to the said Bill but yet without praying any Regard to the Injunction then in the Defendant's power the Defendant caused the Rice to be sold on the Fourteenth day of September then next ensuing and that the Complainant was thereby deprived of disproving of the said Rice and the Complainant humbly presumes that if the Agreement concerning the said Price of the said Rice were made void and the Complainant further says that the Rice is now in Charles Town aforesaid and the Defendant refuses to account for the same

All which matters and things the Complainant prays may be answered by the Defendant and further prays as in his Bill is prayed

William Cranwell
Attorney for the Complainant

Read and filed
25th January 1763

The Rebutter of Thomas Lowndes South of Montrose Merchant to the Surrejoinder of Theodosia Sturgis of the same place Merchant

The defendant for Rebutter to the said Surrejoinder saith that the matter therein is Argumentative and Evasive, for this defendant can Readily prove to this Honble Court that no new Matter was inserted in this defendants Rejoinder to the said Bill whereby the Complainant was under any Necessity to Surrejoin Wherefore this defendant therefore prays that the Complainant may be adjudged to pay all the Costs and Charges thereof

Sworn to Exhibited this aforesaid Thousand four Hundred and four
Regr

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was on the [illegible] day of [illegible] in the year of our Lord one thousand seven Hundred and [illegible] although the defendant was commanded that he should appear to answer the said complainant yet without praying Leave in regard to the Stipulated sum of Five Hundred Pounds the Price to be paid on the [illegible] day of September whereupon according to Law and that the Complainant was thereby deprived of disposing of the said Slave and this Complainant humbly prayeth that if the agreement concerning the said Price is in Being and Will this defendant may be decreed to perform the same that he does still insist that the said Slave was sold to several persons whose names are mentioned in the Account of Sales and annexed to the Complainants Bill (as by the Bill of Complaint and this Complainant further says that the said Slave was measured out of the goods of this Complainant for which were in the Bandsale stabbed said Merchants and to Barnabas Bunn and the price the defendant said he sold the Slave for is a fictious one and that the Account of Sales of the defendants was and the Market Price that Slave sold for at that time and that the Bat and Jack Price that this Slave sold for according to the account of Sales produced by this Complainant

All which matters and things this Complainant prays may be answered by the Defendant and further prays as in this Bill and as Replication he doth already Prayed ...

William Cranwell
Attorney for the Complainant

Read and filed
25th January 1763

The Rebutter of Thomas Jones of Madeira Merchant to the Surrejoinder of Teledavera Esquire of the same place Merchant

This defendant for Rebutter to the said Surrejoinder saith that the matter therein is Litigious and Vexatious, for this defendant can Readily prove to this Honble Court that no new Matter was insisted on this defendants Rejoinder in the said Suit whereby the Complainant was under any Necessity to Surrejoin Unto, this defendant therefore prays that the Complainant may be obliged to pay all the Costs and Charges thereof.

Sato Bethan of one thousand four hundred and four Pages

the Northward of Madras. Do you not know or have you not heard of any such Contract? Do you know or do you not know of any advance of Money or any other Article made by the said John Lewen Smith on account of such Contract? If yea when and where and to whom was such advance made and what was the amount thereof? and in what manner was such Money or Goods remitted to such place to the Northward? and who purchased and paid for the goods so Contracted for? and what was such goods so purchased? How were they remitted and to such or any other place to the Northward by the said John Lewen Smith on any Business concerning the said Contract? If yea when and how and who the Persons you were so remitted Money for? and when did you arrive there? and in what state was the said Business of the said John Lewen Smith in when you arrived there or how much of the said Contract was performed? Do you not know or Do you not know of any Contract made by the Complainant John Lewen Smith at any time before with such Persons, if yea when? or how long before? and in what time was such Contract made? Do you know of any Consignations charged by such Persons to the Complainant or any Article concerning the said Contract? Do you know or Do you not know or are informed what the usual and Customary Interest is paid for Money at such places to the Northward? If yea what Interest? or at what Rate? and what Interest do you know the said John Lewen Smith has Received during the time he Resided at the Northward? and from whom did he Receive such Interest? Do you know or do you not know of any Grain on account of the said John Lewen Smith landed at Masulipatam, If yea what Grain? and for what Reason? was the same Landed there? and what the name of the Vessell the same was Landed from? and when was the same so Landed. Do you know or do not know of any of the said Grain being sold or disposed off there? If yea what Quantity? Do you know or do you not know of any Remittances being made to the said John Lewen Smith on account of such Grain? If yea to what amount? and when was Remittances made? The whole and the Reasons of your Knowledge of these several Matters Declare

To Witness Cheeny Do you know or do you not know
Gangaram of any Money or Goods and Merchandize sent by the Complainant John
Lewen Smith to Bimblepatam? If yea what was the amount and the
Particular Species of such Money Goods and Merchandize? to whom
was the same sent? and for what account, and when to your Knowledge
did such Money, Goods, and Merchandize arrived there? and by what

Conveyance

aforesaid Orders warrant, doubt from hence, that on his arrival at Bandar-
patam he found that the said Cheeka Bapanaah had performed no part of
the Contract, but had sent the Money for the same and that on his producing
him Concerning it, He either denied him or put him off with excuses
and promised to fulfill his Engagement by sending up Ground on January
This deponent adds that to his Knowledge there was a former Contract made
and performed between the Complainant and the said Cheeka Bapanaah
by whom the said Complainant advanced about four Years past Nine Lacs
for the Provision of Grain to the Northward one Thousand of which sum was
wholly on the Complainants Account, the other Three between them jointly
That a Ballance was due from the said Cheekah Bapanaah to the Complain-
ant which remained unpaid being about 250 Pagodas, but that he does
not know of any Commissions Charged by Cheekah Bapanaah concerning
the Contract, That the Customary Interest paid for Money to the Northwards
is usually from 12 to 24 p.Ct without Security and that the said Complain-
ant & Tim Lewen Smith Received Interest at the same Rates while Agents
to the Northward of Merchants Ct.h Bandar davaloo, and Daraspoy
Deen Chitty that there was Grain Landed at Mazulipatam from the Vessels
belonging to Cheekah Bapanaah to the amount of 11 Pagodas which one
Diggo Rundalo took under his Charge and more on the rest to their or to the Lord
Interrogatory &c

Henry Crawford
Examiner

Bacha

Major Court at
Madraspatnam

Between John Lewen Smith
Complainant and Tadavarti Pacaiah
Defendant

Depositions of Witnesses on the Cause to hereby and before the
Examiner of this Court at Fellore.

Cheeka Chinna Bapanaah a Northward Merchant aged 30 Years or
thereabouts being produced as a Witness on the Cause on the part of the Complain-
ant and duly Sworn and Examined deposeth as Follows

A To the first Interrogatory this deponent saith that he has known the Complain-
ant 8 Years and Defendant 8 Years or thereabouts

To the second Interrogatory this deponent saith that he does know of the annexed
of some Black Silver and Gold Thread with some Money at Rumbapatam
from

Herod Pachaheen and Hamet were afterwards Examined on the Part of the
defendant and sworr to the Interrogatorys Does Deponent saith he is not acquain-
ted on his own knowledge who purchased and paid for the Goods and
Merchandize contracted for, but that he has heard the defendant tell the
Complainant Edmestown South Mad Sea and Marlow Cheenah Warrand
and Bagnawah were to passed and provide Pay for such goods and the
Standard and that the Goods and Merchandize so provided and
and other grain, this Deponent moreover saith that he was never sent by the
said Edmestown South to any place to the Northward on any Business so
concerning the said Contract, but Deponeth that he Remembers the Complainants
Edmestown South having made a Contract the year Before with the same
said Persons Cheenah Warrandh and Bagnawah, to the Best of this
on the same terms as this Last, half and half or point Shares and does
not Know of any Commissions being then charged by Cheenah Warrandh and
Bagnawah to the Complainant or any article concerning that said Contract
this Deponent Believes saith that he is unacquainted with the Customary
Interest paid for Money at Jolore to the Northward but that upon the
defendant Soledevera Papracah and the Complainant Selling their Grain
Last Year Soledevera Papracah paid unto the Complainant at the Rate of
Five Pr Ct Interest pr Annum and discharged the Complainants Bond
on account of the said Masters Cheenah and Bagnawah, rather
was this Deponent told what Interest the Complainant paid for Money
which he Handed to the Northward, or if any Grain on the said Complain
ants account being Landed at Mayndyapatam but Remembers to have
heard the defendant and the Complainants Dubash Barchy tell to the
Complainant that there was a Boat Loaded with Grain on his the said
Complainants account arrived at Mayndyapatam, what part thereof
of Grain he does not Recollect for what Reason the said Grain was Landed
at Mayndyapatam, or the name of the Vessell it was Landed from he
cannot tell; neither does He Know when the said Grain was sold
or if any of the said Grain being sold or disposed of at Mayndyapatam any
Remittances being made to the Complainant on account of the said
Grain, but this Deponent deposeth that he Knows the Complainant
wrote one or more to Isbe Pondoloo a Broaney his acquaintance
at Mayndyapatam to obtain an account of Sales of the said Grain and
Remit him the Money, which money the said Isbe Pondoloo a Broaney
did or in Part Remit to the Complainant, Otherwise that the Complainant did
on his departure from hence to Manilla, Leave an order with Mr John
Sarrell his Attorney here to Write to the said Isbe Pondoloo which he

said

John Lawson Smith? If you have known any such Rice sold? what Quantity? what sort? to whom? and for what price? and what was the whole Amount of such Rice when sold? and what was the Market price of Rice of such sort as was so sold at the time of the said Sale? Do you know the Reasons for such your Knowledge or Belief?

To Annasahullum Chetty ..... Do you Know or are you acquainted with the Seedy Narrain and Paper Writings marked A and B and C now shewn to you if you what does the same Contain by whom are they signed and Executed if you are are you not acquainted with the Signature thereof if you have come you to acquainted with it and in whose presence was they executed

To Annasahullum Chetty ..... Do you Know or do you not Know Arroyapah Chetty or are acquainted with the Market price of Coarse and fine Salaam and Cullapah Chetty one hundred and forty one if you what was the Market price of such Rice Soul Wheat Redgues Last ..... Do you Know or can you say any other Matter or thing Material for the Original Complainant Mr. John Lawson Smith in this Cause? if you or both the same or any part thereof you have heard or do believe together with the Reasons for such your Knowledge and Belief

Archdale Palmer
Attorney for the Complainant

A

Whereas I Tellaveena Pupiah as Gomastah to Cherla Veeranah and Cherla Papiah Chetty of Pumblypaddam have borrowed and Received of Mr. John Lawson Smith of Fort St. George the sum of three thousand Pagodas Current of Madras as per my Bond of this date and which I hereby acknowledge and agree to be on the following terms Viz. I hereby promise and oblige my self on their names to purchase at Pumblypaddam or other Northern Ports Salt of the said three thousand Pagodas Paddy Rice and other Northern Goods for his Account to the amount of Current Pagodas one thousand five hundred /1500/ at the Northern Prices and I also hereby oblige myself to freight the said Goods so provided on some of their Ships half of each to fall on his Account and half on their own Account from Pumblypaddam Connaveram Condoremedu or other places where the said Goods may be Ready to be embarked and the remainder of the Money I agree to pay him Interest for at the Rate of twelve p Cent p Annum payable if demanded out of the first Grain or other goods belonging to them that shall first arrive here and likewise further Oblige myself for them to be Answerable

and

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Five Hundred and five Pagodas without Interest allowing the surplus (if any should Remain) to the end Whereas we Engaged to Contract to Purchase Cleaned and Dryed Fine Cotton, Examined by me and Agent Whitehill when at the said Factory and Agreed to Contract to Purchase Cleaned and Dryed Salt Petre as per Sample Delivered at Fort St. George Customary the 17th day of March 1761

D. Whitehill

(C)

Fort St. George 19th September 1761

Received of Annaroh Pullian the Sum of Five Hundred Pagodas
Current of Madras on account of Cherbuh Bapaboraho Rice

J. L. Smith

Fort St. George 19th Septr 1761

Received of Annaroh Pullian Broker the Sum of Two Hundred Pagodas
Current of Madras on Account of Cherbuh Bapaboraho Rice

J. L. Smith

Annexed Statement

To Cowree Rice ..... 17 M. at 22½ p Cwt ... 1020 M 10 —
To Gunny Bags ..... 1 M 113 M at 87 p Do ... 111 M 22 ½

Pagodas 1831 M 32 ½

Fort St George
19th September 1761

Errors Excepted
J. L. Smith

1892

Merchants on account of the Sprang of the said Defendt ordering several Parcels of Contraband Goods from Black Town such as Beguses &c Exemption became to Madras whether Agreeable with Instructions from the Original Complainant Mr John Lewis South Arcot the Sprang at Portonovo to Madapolla, and had made a Contract with Merchants and Bullocks two Cowdyallans Merchants for the Exportation of the Grain on the 12th Inst and Saddy on which the Sprang and some Peons of the said Defendt told the Original Complainant that they had brought some Grain Viz Canderam Grain, Black Grain and Horse Grain with some Oil on their own accounts which they must disgrace of before they went from thence, and that the original Complainant by the desire of the defendant and for the value of dismatching the Defendt to Madapolla, purchased the said Grain, and all from the Sprang and Peons at the Market price, which Market price this Deponent does not Remember and that the said Grain Viz Canderam Grain, Black Grain and Horse Grain with the said Oil was paid for to the said Sprang and Peons by the Original Complainant Mr John Lewis South who Received a Receipt as an acknowledgment for the same from the said Sprang and Peons which said Grain Viz Canderam Grain, Black Grain, and Horse Grain with the said Oil was afterwards sold by the Original Complainant to Merchants at Madras all which was done by the desire and agent of the Defendant.

A ..... To the fifth Interrogatory this Deponent saith that the Grain of same Rice the property of the defendant Papanaick sold by the Original Complainant Mr John Lewis South to Arnachellum the quantity 17 Parras, 86 Measures of Coarse Rice, 1 Parra 15 Measures of Fine Rice, at 8 Pd 12 Pagodas the Parra Coarse Rice and 27 Pagodas the Parra for the fine Rice the whole Interrogatory of which Rice as was sold amounted to 1591 Pagodas and odd Fanams, and this Deponent further saith that the defendant had told to the Original Complainant Mr John Lewis South that the Market price of the said Parra was 80 Pagodas the Parra Coarse Rice and that he the defendant had brought earnest from the Merchants for 10 Parras out of the above Quantity which he himself told to them and that the Original Complainant did from the defendant at one time Change and Returned to the said defendant the said earnest Money and on the same day the Original Complainant afterwards disposed of the above Quantity of Coarse Rice at 8 1/2 Pagodas the Parra.

B
C ..... To the sixth Interrogatory this deponent saith that there was a Letter with the Paper Writings marked A B and C and the Paper Writings are in a Contract Book with Cheach Carnatic and Papanaick of

Peons

1754

Mr. John Swan Lush to Enoch Harwood and Peapercush as before mentioned, wrapper of Gold Braid and Lock Silver and the Patent Study Money

Richard Sutherne

Commr.

Mayors Court at Madraspatnam

Between John Swan Lush Complainant and Seledaveroy Papercush Defendant

Depositions of Witness on this Cause taken by and before the Commr within Cour[t] as followeth

Isaac Chetty of Madras Dubash aged 43 Years the 22nd about being produced as a Witness on on this Cause on the part of the orignal Complainant and was on the 25th day of March 1763 sworn at the Office of Mr. Wilson Counsell Attorney for the defendant by Peacepah with Liberty of the same Stile and place of the taker of the said deponent and afterwards on the same day being sworn and examined deposeth as followeth &c.

1st To the first Interrogatory this deponent saith he knows the orignal Complainant 5 Years and the defendant 3 or 4 Years or thereabouts &c.

2d To the second Interrogatory this deponent saith he knows of some accounts subsisting between the orignal Complainant and the defendant which Seemed the defendant was several times desired to settle by Study Narrain and this deponent by order of the orignal Complainant either in the Months of October or November 1760 which the defendant always put off from time to time &c.

3d To the third Interrogatory this deponent saith he knows of some Ginjy consisting of Rice, Paddy &c Shipped onboard two different Vessells arrived to the northward, one the Fell at the Port of Mordapilla Because of the Sea where the other Vessell arrived at, this deponent knows not Remember, to[o] from the great Concern of the orignal Complainant and defendant, of which the orignal Complainant was advised by the defendant this deponent knows deponeth that the Grain in the aforesaid Vessells was consigned from Enoch Harwood and Peapercush at Vizagapatam, and that the Grain on Board that one Vessell which called at Mordapilla was sold

to

Interrogated 26 & 27. Pages of Cross Int. Rd and more the Opponent saith
Not to Answer to the Last Interrogatory.

Richard Latham
Examined

Major Cavetat
Madrasspatnam

Between Peter Lamb Smith Complt
plaintiff and Abdul Rajamuck Defendant

Interrogatories on the Part & behalf of the Complt to be Exd by and before the Examiner
on the Part as follows.

1st Richard Latham Merchant aged 45 Years being produced as a Witness
on the Part & behalf of the Complt was on the 23d day of
March 1763 sworn at the Office of Mr William Cranmer Attorney for the
Defendant by Commission who left a Note of the same Title and Tenor of
Mode of the said Oath to be afterwards on the same Day being sworn
and Examined deposeth as Follows.

To the first Interrogatory this Deponent saith that he has Known the
original Complainant & Defendant therein mentioned and the Defendant the same
time.

To the third Interrogatory this Deponent saith that he came from
Pallicore to Rajamunpatt Ship & Name whose Commander he is where
he saw Ramachellum, she told him that his Master the original Com-
plainant expected some Grain from the Northward, which grain Com-
sisted of Rice, Paddy Ragy and asked him whether he would purchase it
upon which this Deponent said he would with the said Armachellum
and Pullock to the original Complainants house and that the original
Complainant at that time said for the Defendant who jointly together
made a Contract with Pullock and this Deponent for the Sale of the said
Grain which was to be delivered at Mootapilla & to this Deponents
Comfortable Board and more particular to any Particulars enquired of
him in this Interrogatory

Last To the Last Interrogatory this Deponent saith that He does not Know
any thing more Material in the Cause

Richard Latham
Examined

298

The Commissioners Court of Jefferson
County Texas Met in Regular Session at the Court House thereof
in Beaumont on the 30th day of March A.D. 1903 at the Office of W. Warren
Crawford Attorney for the defendant by Consent of Plaintiff
and Defendant Judge of the said County Court not being present
on the said day being absent and Commissioners Court as follows
to wit

Present ... Jno. Gilbert Judge presiding Jno. Gilbert Sheriff
Jno. Hurst Clerk and Jno. Gilbert Treasurer

Whereupon the following proceedings were had to wit

Mary Carr et al
Madrasmartinez

vs

Petition for Partition

Cause No. 298

Now on this the 30th day of March A.D. 1903 this cause coming on to be heard and the Plaintiff appearing by his Attorney and the Defendant appearing by his Attorney and announcing ready for trial and a jury being demanded a jury was impaneled and sworn to try the issues herein joined and the following proceedings were had to wit

1st Interrogatory Was the deponent sworn and did he testify the truth in this cause

Ans. I was

2nd Interrogatory Was the deponent present at the sale of the property described in the petition

Ans. I was present at the sale of the property described in the petition

3rd Interrogatory Was the deponent a bidder at said sale

Ans. I was a bidder at said sale

4th Interrogatory Was the deponent the highest bidder at said sale

Ans. I was the highest bidder at said sale

5th Interrogatory Did the deponent pay the purchase money for the property bought by him at said sale

Ans. I did pay the purchase money for the property bought by me at said sale

6th Interrogatory Did the deponent receive a deed to the property bought by him at said sale

Ans. I did receive a deed to the property bought by me at said sale

7th Interrogatory Was the deponent present when the property described in the petition was sold by the Sheriff of Jefferson County Texas under an order of sale issued out of the District Court of Jefferson County Texas in favor of Richard Ladbrook

Ans. I was present when the property described in the petition was sold by the Sheriff of Jefferson County Texas under an order of sale issued out of the District Court of Jefferson County Texas in favor of Richard Ladbrook

Cross Interrogatories

Mary Carr et al
Madrasmartinez

vs

Petition for Partition

Cause No. 298

Now on this the 30th day of March A.D. 1903 this cause coming on to be heard and the Plaintiff appearing by his Attorney and the Defendant appearing by his Attorney and announcing ready for trial and a jury being demanded a jury was impaneled and sworn to try the issues herein joined and the following proceedings were had to wit

1st Cross Interrogatory Was the deponent sworn and did he testify the truth in this cause

Ans. I was

2nd Cross Interrogatory Was the deponent present at the sale of the property described in the petition

Ans. I was present at the sale of the property described in the petition

3rd Cross Interrogatory Was the deponent a bidder at said sale

Ans. I was a bidder at said sale

4th Cross Interrogatory Was the deponent the highest bidder at said sale

Ans. I was the highest bidder at said sale

5th Cross Interrogatory Did the deponent pay the purchase money for the property bought by him at said sale

Ans. I did pay the purchase money for the property bought by me at said sale

6th Cross Interrogatory Did the deponent receive a deed to the property bought by him at said sale

Ans. I did receive a deed to the property bought by me at said sale

7th Cross Interrogatory Was the deponent present when the property described in the petition was sold by the Sheriff of Jefferson County Texas under an order of sale issued out of the District Court of Jefferson County Texas in favor of Richard Ladbrook

Ans. I was present when the property described in the petition was sold by the Sheriff of Jefferson County Texas under an order of sale issued out of the District Court of Jefferson County Texas in favor of Richard Ladbrook

Mary Carr et al
Madrasmartinez

vs

Petition for Partition

Cause No. 298

Now on this the 30th day of March A.D. 1903 this cause coming on to be heard and the Plaintiff appearing by his Attorney and the Defendant appearing by his Attorney and announcing ready for trial and a jury being demanded a jury was impaneled and sworn to try the issues herein joined and the following proceedings were had to wit

1st Interrogatory Was the deponent sworn and did he testify the truth in this cause

Ans. I was

2nd Interrogatory Was the deponent present at the sale of the property described in the petition

Ans. I was present at the sale of the property described in the petition

3rd Interrogatory Was the deponent a bidder at said sale

Ans. I was a bidder at said sale

4th Interrogatory Was the deponent the highest bidder at said sale

Ans. I was the highest bidder at said sale

5th Interrogatory Did the deponent pay the purchase money for the property bought by him at said sale

Ans. I did pay the purchase money for the property bought by me at said sale

6th Interrogatory Did the deponent receive a deed to the property bought by him at said sale

Ans. I did receive a deed to the property bought by me at said sale

7th

No

Account of Stock Carried over Page 6 Cr

1861 Sept 19 To Cash Received of Samuel Evans

Cotton Papers on Hand at Inventory ... 1000 —

Up to Do of Samuel Evans for Stock

Papers on Hand ... 500 —

Do Up to Do of Samuel Hunnicutt for Stock

Papers on Hand Price ... 31 35/12

Carried to Page 15 31 35/12

Examined and Compared and

Attested to be true Extracts

J. M Stone

Not Pub

Interrogatories to be Administered to such Witnesses

as shall be produced & sworn and Examined on the part and behalf of the Defendant

and Cross Complainant in certain Cause wherein Abraham Smith is Complain-

ant and Cross Defendant and Nicholas Papavich is Defendant and Cross

Complainant

1st

To all the Witnesses ... Do you know the Parties Com-

plainants and Defendants in this Cause? If you have Long have

you so known them and which and how do you Know?

2d To Cross Bill ... Do you know or do you not

Know whether the original Complainant did ever without his

Default, Breach or with any Cause or Cause of Money for to pay for

Northward Goods? If yes, what sum or sums of Money were then

trusted with and to what Person or Persons did he pay any money

unto, and on whose account and what goods or Merchandize

were they, he paid for, and when did this Happen to the Best of

your Knowledge and Belief Particularly Declare.

3d Do ... Do you know or do you not Know

what Person or Persons paid for the Northward Goods or Merchan-

dize

Interrogatories to be Administered to the Witnesses Produced and Sworn in Behalf of the Complainant in the Cause Depending in the Court of Chancery Between Thomas Hall Complainant and Thomas Hall Defendant

1st To Hall Esq. Do you or either of you know the Complainant and Defendant in this Cause or either of them if so which of them do you know the longest

2d To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Dealings or Transactions with each other if so what Dealings or Transactions have they had with each other

3d To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Accounts with each other if so what Accounts have they had with each other and what is the Balance of such Accounts and which of them is the Balance due to

4th To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Bills Notes or Securities for Money with each other if so what Bills Notes or Securities have they had with each other and what is the Amount of such Bills Notes or Securities and which of them is the Amount due to

5th To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Bills Notes or Securities for Money with any other Person or Persons if so what Bills Notes or Securities have they had with any other Person or Persons and what is the Amount of such Bills Notes or Securities and which of them is the Amount due to

6th To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Accounts with any other Person or Persons if so what Accounts have they had with any other Person or Persons and what is the Balance of such Accounts and which of them is the Balance due to

7th To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Dealings or Transactions with any other Person or Persons if so what Dealings or Transactions have they had with any other Person or Persons and what is the Amount of such Dealings or Transactions and which of them is the Amount due to

8th To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Bills Notes or Securities for Money with any other Person or Persons if so what Bills Notes or Securities have they had with any other Person or Persons and what is the Amount of such Bills Notes or Securities and which of them is the Amount due to

9th To Hall Esq. Do you or either of you know or believe that the Complainant and Defendant in this Cause or either of them have had any Accounts with any other Person or Persons if so what Accounts have they had with any other Person or Persons and what is the Balance of such Accounts and which of them is the Balance due to

10th To Hall Esq. Do you or either of you know or believe that the Defendant did ever send any Effects to any place by the Complainant if so what Effects did he send, what was the Amount and Value thereof and to what Person or Persons were the same consigned to, and what were the Goods or Merchandize that he had or Has? did he or did he not go according to the Defendants Contract if so in what did they, and if not why? did he or did he not go to, and how many days was the same, were the goods or were they not, delivered in good Condition, if so to what Person or Persons were they delivered unto, and at what time, and at what place were they delivered at, to the best of your Knowledge and Belief particularly Declare?

11th To Hall Esq. Do you or either of you know or believe that the Defendant did ever Read or cause any Person or Persons to Read and Answer a Bill of Complaint exhibited against him in this Honble Court by certain persons named Arnachellum a Native belonging unto the Coast and Kingdom of Coromandel if so what Person or Persons were they and what were their employ and who did they belong unto and when and where did he so Read and Answer them? and if you do not acquaint the Court whether any Person or Persons did Compliment the Coast Complainant of the said Defendant they had Received from a certain Person named Arnachellum a Dubash to the Coast Defendant if so what was the purport of the said Complaint and whom did they, and when and where did they make the Complaint and what answer did the Coast Complainant make them and how by what means do you know the same? and you are to be particular in the Answer to every Interrogatory and Circumstance thereof as far as you can remember from the Beginning unto the end Particularly Declare?

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Benjamin who never [illegible] for any other Goods or Merchandize
that was bought at Bombay unless other wise the said original Complainants
paid customs duty when other wise returned. He said Money was paid to Messrs
nothing at all about

Last ... To the Last Interrogatory this deponent saith that about Dec 3 years ago the
deponent went to Bedige from 5 to 10 thousand Pagodas of the original
plaintiff Mr. Isaac Lawrence Smith and by means of Bombay the said original
Complainants debade, the said sum of Money was sent to Messrs Hogarth Hilly
Buchanah this deponents Master at Bitady, to purchase grain and other
Merchandize on the same terms as ever with Cheeka Beeranah, and Byrandi
and that they used to settle their accounts every year and never any part

Richard Lathom
Examiner

Mayors Court at Madrass

Between John Lawrence Smith Complainant and Coja defendant
and Thomas Pycroft defendant and Coja Complainant

Depositions of Witness in the Cause taken upon and before the examiner
in the Court of Exchequer

Cornelius Mellemo of Madras Merchant aged 22 Years or thereabouts
being produced as a Witness in this Cause on the part of the defendant and
Coja Complainant sworn on the 15 day of June 1763 sworn at the Office of
Mr. Richard Palmer Attorney for the Complainant and Coja defendant by
Comrapeth who left a Note of the Name Title and Place of abode of the said
Cornelius Mellemo and afterwards on the same day [illegible] and examined
as follows

1 ... To the first Interrogatory this deponent saith that he has known the
parties Complainant and defendant both about 3 Years

2 ... To the second Interrogatory this deponent saith that he does know the
Original Complainants entrusting the defendant Coja with a sum of
Money to pay for goods to be purchased by the Defendant but to what
amount he cannot tell and that the said Defendant returned the several sums
of Money by this mentioned to the Complainants but to what Sum or Sums
the said Sum of Money was there paid to he does not know but that it was
sent on the joint Concern of the original Complainant John Lawrence Smith
and Cheeka Cumanah and Byramah Merchants at Bombay for
to purchase all different Kinds of Merchandize as there which happened about

3

deponent was afterwards on the same day by the said Mr Thomas Evans
as follows viz
In the first Interrogatory the deponent saith that he the Deponent
and Complainant Mr Thomas Evans and the deponent and Complainant
Mr Thomas Evans are Brothers
In the second Interrogatory the deponent saith that he the Deponent
of Plaintiff duly made by the defendants Attorney Mr Philip Evans
Executor of the deponent Complainant for recovery of Money due from Evans
and a half ago to the defendants Testator deceased Thereto allowed
Deponent also that Mr Philip Evans Executor Attorney for the deponent
and against the said defendants Testators caused Process to issue
between the deponent and original Complainant to the said Original Complain-
ants house in Osborne street and this Deponent saith that he was from the
defendant to put them the said Original Complainant into Court, of the said
discharge the said Account Current between Mr John Lewis Smith the
original Complainant was at that Instant going to the same, and this to the
said Philip Evans Executor Attorney for the Defendant that when the Defendant
he would look at the said Account Current and if he found thereon that he was
indebted to the defendant he would discharge it, or if the defendant was indebted
to him desired that he might do so, and if then agreed he would defer
putting the Cause into Court this Deponent saith that he went with the
defendant at the time when he desired Mr Philip Evans Executor the
said Attorney to put the original Complainant into Court, and was also
present when the above said Answer from the Original Complainant to the
defendant was brought by the said Mr Philip Evans Executor

5 To the fifth Interrogatory the deponent saith that at the time when the
defendant mortgaged Free with the original Complainant Free as to three
Messuages or Tenements situate in the Counties of Free and that for six
or Months after the defendant had mortgaged the above Free to the original
Complainant there was a Fire on the Roof of the said Free but how high
he this deponent Cannot tell the Insurance there upon the original
Complainant as Insurer from £1 to £6 Pagodas & Years whether
and 100 Pagodas & Years for Free, and that Mr John Lewis Smith the
Reason for Selling the said and Free was that upon his demanding
the amount of the Same on Money the defendant sold off the Free of the
said Mortgaged Free without his the said Original Complainants
Permission and that upon Mr John Lewis Smith the Original
Proof by his default he was then angry with his Assistant and left

Comp

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aforesaid sold by the original Complainant to Elizabeth Leonard and by
said Barbault towards Diges Hardwards whose name he does not know
and now deceased and by Abraham Lubeck and Peter Pierre
Conveyed to the original Complainant this deponent and Captain Cole
ply to Teladawna Pynacock being sent present at the same time
Interrogatory the deponent saith that he does not know
that subject to the original Complainant but this deponent
that on Sunday the 9th Instant Teladawna Shepherd of the
aforesaid Arwacka Town having died and absconded from his
the said Sprung go on Board the Ospell in Harness a Lading of Paddy on
her that was to be carried to Moolapitta this deponent further saith that the
said Sprung told this deponent that he had Landed some Goods at
Hare Lyre to Mark and Cundasaw Gravaye on his way the said Sprung
Account forwhich he had not Received Any Money and that he wanted to
settle his Account before he went from there upon which Teladawna Shep-
pirah told to have the above mentioned Sprung that if he would go Aboard
his own Ospell after Leaving two of his People he should take
Care and Settle his Account for Rice and more this deponent saith not
to this or to the last Interrogatory

Richard Sattaram
Examiner

The Mark of Fernando

Sworn before me at Jaffna

Sd. H. Skurveyattaram

I Commissioner Inquiry Land Court Jaffna do hereby
acknowledge to have Received the sum of One Hundred Rupees Rixdollars for
the providing the Cargo in the Ospell and Boat the Ospell of Jaffna to
Trincomalee & Batticaloa & Back to Jaffna & Batticaloa & Back to Jaffna
and Batticaloa & have unable to Procure Freight and Return the same
to Mr Strachan Merchant Called Pachiappa Pillay since dead that I have
Received the same Freight and delivered it unto him Pillay and towards
a Part of the Remainder of the goods and the Money that is due by the Ospell
and have produced the Goods that were put on Board of the said Ospell
and stored at Jaffna before Dated 10th the twenty Sixth which was in the
Year of our Lord one thousand seven hundred and Sixty one

True translation of a Copy of a Letter as Near as can be from the original Cyder
by Commissioner Thomas Interpreter

William Lorensz
Attorney for the defendt

Flour

Read and filed
2d October 1761

To the Honorable the Mayor
Court at Madras assembled

Humbly Complaineth [illegible] your Orator William Barker late of Portsmouth Gunner Merchant Captain Attorney Gunge Sheldon & Clerk in Captain Pat Hanson Ship of Madras Merchant Humbly sheweth unto your Worship that your Orator was Employed and Entrusted by the Owners of the Ship Madras aforesaid to Purchase and Provide a Cargo of Goods for the Said Ship and to Proceed therewith to Bengal and there Dispose of the Same to the best Advantage and Return to Fort St George with the Produce thereof and that your Orator hath Purchased and Provided a Cargo of Goods for the Said Ship and Proceeded therewith to Bengal and there Disposed of the Same to the best Advantage and Returned

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Mayor's Court
Madras Prudence

Peter Morgan &c Complainant
Edward Bowen Defendant

Bowen
Thomas Fowney Esquire Mayor
Peter Morette ___ Edward Bowen
Thomas Bulgate ___ George Baker
Assessors

Mayor's Court

Between William Barker late of Portsmouth
George Merchant by his Attorney George Stratton
of the same place Merchant Complainant and
Narrain Chitty of Madras Merchant Defen-
dant

The Defendant being Called and acknowledging the Justice of the Complainants demand This Court doth therefore direct Sett to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and peak Sum of one thousand one hundred eighty eight Pagodas twenty two Fanams and thirty nine Cash (Pagodas 1188 Fan 22 39) Pagodas with Interest as Days hereafter shall become due thereon until full payment is made also All Costs of this Suit

Read and filed
21st August 1768

To the Honorable the Mayors Court
at Madrespatnam

Humbly Complaining Sheweth unto this Honorable Court
your Orator John Peter of Portsmouth George Merchant that Narrain
of Madras Gold Smith stands indebted unto your Orator in the Sum of
One

Dr. Company's Grumoorty Gold Smiths Cr.

1762 Dr. 17 To Silver Furniture Sold him this day
Agent Pagoda ... 112 0 0
To Interest D.o to the 17th July
1763 To Ballance ... 17 9 8
Rs 2357 9 8

To Ballance ... Pagodas 112 0 0

1763 July 17 By Ballance due from Grumoorty Gold Smith to Company's Acct ... Pagodas 112 0 0

Fort St George 17th July 1763
Errors Excepted
Company's

I Company's Chetty of Madras Merchant do hereby Agree & Covenant to and with Grumoorty Gold Smith of the said George Merchant his Executors, Administrators and Assigns for all Debts & Considerations howsoever had paid by the said Grumoorty to the said Company before the Sealing and Delivery of these Writings, All my Right, Title, Interest, Property, Claim and Demand whatsoever to the above Account Current the same being Settled and Finally adjusted between the said Grumoorty and me, As Witness my Hand and Seal this 17th day of July 1763

Company's (L.S.)

Bernardo Pegados & your Orator of the natural Children Bernardo
Ramos, Anna and Apolonia for their Subsistence the Interest thereof
to grow annually during the Natural Life of the said Children
allow the age of Twenty one years Next by devising the Executor of the Will
named the Executors of Bernardo Dias de Ramos desiring Leave to plead
the same and offered on the Part of your Orator for the same purpose the Codicil
your Orator and as further device to your Orator the said Ramos Dias
and bequeath four Slaves allowed in Estates for your Orators Subsistence
and after their Legacy of three or four Hundred Pagodas more than Slaves and
your Orator further shew that since after the death of the said Testator the
said Don Bernardo and Francisco de Siqueira Pinto duly proved the said
Will with his Codicil and took upon themselves the Execution and Ad-
-ministration thereof and by Virtue thereof possessed themselves of all the said
Testators personal Estate Goods and Effects to the amount of seven Hundred
Pagodas and upwards and your Orator further shew that they have duly
filed Caution as next Friend appointed to the said Executors to have your
Orators Legacy paid or secured for your Orators Benefit and your Orator
well hoped that the said Executors would have complied therewith and
Conformed and Equity they ought to do

Yet so it is and may it please your Honble Court
the said Don Bernardo and Francisco de Siqueira Pinto absolutely Refuse
to pay or Secure your Orator Legacy or to give your Orator any manner
of Satisfaction touching the Premises Forbye and therefore that the
said Don Bernardo and Francisco de Siqueira Pinto may personally
full true and perfect Answer make to all and singular the Premises (Corporal
Oaths to all and Singular the Interrogatories not hereby well and fully answer
Pleased and the said now Defendants Expected and interrogated and
more especially that may refer to and discover according to the Best of
their Knowledge Remembrance and Belief whether your Orator by their
said Mother and Next of Kin have not several times applied to them
for the said Legacy or Sum for your Benefit as that Ghost and
whether they have Refused or Neglected to comply with
your Orators Request so to do and whether they are willing and that they
may Account upon Oath touching the said Legacy and Estate your Orators Legacy
or Allowance may arise from and Particularly an Account of the Personal Estate
Goods and Effects of which the said Testator died possessed of the Particu-
-lars whereof the same consisted and the Value thereof and how
much thereof they have applied to discharge his Debts Legacy &c

&c

D.A.R.

[illegible] Defendant Thereupon for her Answer unto the Bill doth Answer in the Low Words and Figures following that is to Say she this Respondent doth Answer and Say that the Matters and Things in the said Bill of Complaint Contained are not true to the Best of her Knowledge Remembrance Information and Belief and this Respondent Denies all Combination Confederacy and Unlawful Agreement whatsoever with any Person or Persons whomsoever touching the Premises in the said Bill of Complaint Mentioned and this Respondent Denies all Unlawful Actions Matters and Things whatsoever in the said Bill of Complaint Mentioned and Charged and Not Hereinbefore Answered Unto Confessed Traversed and Avoided or Denied is True to the Best of her Knowledge Remembrance Information and Belief and All This She is Ready to Aver Maintain and Prove as this Honorable Court Shall Direct and Humbly Prays to be Hence Dismissed with Her Reasonable Costs and Charges in this Behalf most wrongfully Sustained

Alexander Patterson
Attorney for the Defendant

Read and Filed
16th October 1794

The Answer of Matthias, Francisco Xavier, and Agustina Defendants by their Mother to the Demurrer of the Reverend Father Bernardo and Francisco Segura Duarte Executors to the Estate of Francisco Xavier

These Respondents say that the Men of them the said Father Bernardo and Francisco Segura Duarte in manner and form by them Pleaded and the matter therein Contained are insufficient in Law to Bar them Replycants from having their said Action against them the said Father Bernardo and Francisco Segura Duarte as Executors to the Estate of the said Francisco Xavier and therefore pray that the Pleas of the said Father Bernardo and Francisco Segura Duarte may be quashed and that they as Executors aforementioned may be obliged to give such Relief to the Replycants as by their said Bill they have already Prayed &c

Charles Bromley
Attorney for the Complainant

Filed

Read and Filed
30th October 1760

To the Honble the Kings Court by
at Madraspatnam

Humbly Complaineth and sheweth unto the Hon'ble Court your Orator Peter Paknam of Madras Merchant that Cashaw Chitty also of the same place Merchant stands indebted to your Orator in the just and just Sum of Ninety Pagodas Current Money of Madras upon a Transfer Obligation bearing date Sterling Money of Great Britain according unto Pagoda eight Shillings exchange thereof Thirty six Pounds or thereabouts as by the 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 Hon'ble Court and humbly your Orator most humbly Prays and prays the same may be admitted as part of this your Orators Bill of Complaint Your Orator further Sheweth unto this Hon'ble Court that he hath frequently and in an amicable manner Requested Payment from the said Cashaw Chitty of the said Sum of Ninety Pagodas But now so it is may it please this Hon'ble Court the said Cashaw 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 Hon'ble Court shall appear agreeable to equity and good Conscience To the end therefore that the said Cashaw Chitty may upon his Corporal Oath true and perfect Answer make to all and singular Accusations and Interrogatories before alledged and also the as fully truly and effectually to all intents and purposes as if the same and there here again Repeated and Interrogated and he Sworn to say unto your Orator the aforesaid Sum of Ninety Pagodas with all interest due thereon also all Costs of this Suit May it please this Hon'ble Court to Cause the said Cashaw Chitty to be Subpoenaed and Required by the Sheriff of Fort Saint George Town of Madraspatnam and his Deputy 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 the 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 Cornewell
Attorney for the Complainant

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Be it remembered that on this Twenty fifth day of October in the year of our Lord one thousand seven Hundred and sixty four

Before the Honble

Mayor Court of Madraspatnam

Tuesday the 25th October 1764

Present

Thomas Towneley Esquire Mayor

Lt Col Russell — Peter Hamett

Robert Delavoyere — Thomas Pitt Esqrs

George Baker — Aldermen

Between Peter Stafanus of Madras Interpreter Complainant and Cattama Chitty of Portonovo Merchant Defendant

The Defendant being in Court and acknowledging the justness of the Complainants demand Mayor Court doth therefore think fit to order and Decree and do accordingly order and Decree that the defendant shall pay unto the Complainant the full and just Sum of Nineteen Pagodas & Fanams 19 ½ together with all such Interest as shall be found to become due thereon until full Payment is made according to the Tenor of the obligation And forasmuch as the Defendant being in Court and acknowledging the justness of the Complainants demand Mayor Court doth therefore think fit to order and Decree and do accordingly order and Decree that the defendant shall pay unto the Complainant the full and just Sum of Nineteen Pagodas & Fanams 19 ½ together with all such Interest as shall be found to become due thereon until full Payment is made according to the Tenor of the obligation And forasmuch as all Costs of this Suit

Mayor Court

Recorded filed the 25th October 1764

Per the Honble the Mayor Court at Madraspatnam

Hornby Comptroller

Thomas Pitt

Baker

1778

Mayor's Court at Madraspatnam

Between

Between John Lemon South of Fort Saint David Esquire by his Attorney Claud Russell of Fort Saint George Esquire Complainant and Cowlly Saubesh of Madras Merchant Defendant

Complaining by the Records of this Court that whereas the Complainant by his Bill hath been exhibited to this Court against the Defendant Setting forth that the Complainant by his Bond bearing Date the 15th day of April 1768 became bound unto the Defendant in the Penal Sum of Pagodas 1500 conditioned for the Payment of Pagodas 750 with Interest as more at large appears by the said Bond and Condition thereof now remaining in the Custody of the Defendant to which Bill the Defendant hath put in his Answer and the Complainant hath Replied thereto and the Matters in Issue between the Parties are now ready to be heard and Determined by this Court

This Court doth therefore hereby Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Pagodas 750 with Interest thereon after the Rate of Pagodas 12 per Cent per Annum from the 15th April 1768 the Date of the said Bond to the Time of Payment thereof and also all Costs of this Suit

Filed the 7th April 1769
Read the 5th May — 11

By the Worshipful the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful Court your

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Endorsed
12th July 1830

The Answer of Thomas Hudson Merchant
at Hudson Captain of the Retardant to the
Bill of Complaint of George Brookbank &c
Complainant and Landmark &c Complainant

The Defendant now and at all times hereafter saving and
keeping to himself all and all manner of Benefit of exception to the many
Errors uncertainties and Insufficiencies in the said Bill contained for Answer
thereunto or unto so much thereof as this defendant is advised shall material
concern him to make answer unto this defendant answereth and saith that
he admits that he did execute the note of hand referred to in the said Bill but
the said Note of hand connected with other Transactions that have passed
between Mr Christopher Shapheline Chargeur and this defendant this
defendant avers that he is not indebted to the Complainant for the amount
thereof Nolan Be Ordered that the said Christopher Shapheline Chargeur is
indebted to him as will more fully appear upon Reference to the Account
annexed hereto But that the merits of this defendants case may appear on
the Clearest Light to this Honble Court this defendant prays Leave to the
following Narrative of Facts as they happened

Some time about the middle of the Month of March which
was in the year of our Lord one thousand seven Hundred and Eighty nine the
said Mr Chargeur then Living in the Apartments of this defendant and being
near his departure for Europe at which settlement this defendant at that
time intended to accompany the said Mr Chargeur This defendant made the
said Mr Chargeur acquainted that he this defendant was at that time
indebted to several Persons here in upon the Sum of six Hundred Pounds Sterling
and that there was owing to this defendant that or near that Sum But they
this defendant could not collect the said Sum owing him upon this defend-
ants accounting this the said Mr Chargeur told this defendant as you doth
find you prove That this defendant need not make himself uneasy for more
this defendant could prove the said Sum of one hundred Pounds to be
advanced him here by any one This defendant might draw upon the said
Mr Chargeur as Drafts for the same for that he the said Mr Chargeur
had four of five Hundred Pound Lying there Idle, on this Defendants being
informed of this He applied to one Mr Abraham Bruen a Merchant in this
Place for the said Sum who furnished this defendant with the same on this
defendants giving him three Bills of Exchange for the amount of one Hundred
Pound on Street Ruyes on the said Mr Chargeur payable to one Mr Robert

Brown

Sworn to before Me
this 9th July 1765

James Hay
Attorney

James West
Solicitor for the Defendant

(L.)

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Read and filed
25th September 1863.

In the Exchequer

Between Lieutenant Thomas Hall
Gentleman Complainant by his next
friend & Prayer of a Bill and Gentleman defendant

The Defendant saving and reserving unto himself all and all manner of advantage
of exception to the many gross insufficiencies of the said Prayer for Replication
Answer to the Bill that he will aver and prove his said Bill to be full of untrue
and insufficient matter in Law to be answered unto and that the said Answer of
the defendant is certain untrue and insufficient to be Replied unto by the
Complainant. Without that that any other matter or thing whatsoever in the said
Answer contained material or Effectual in the Law to be Replied unto by
this Complainant and hereinafter Replied unto, confessed and avoided traversed
or denied is true. All which matters and things this Complainant is ready
to aver and prove as this Honble Court shall award and humbly
Prays as in and by his said Bill he hath already Prayed

Ch. S. Bromley
Solr for the Complainant

Read and filed
25th October 1863

In the Exchequer between Thomas Hall Gentleman of
Suit to the Regiment of Grays Scotch Brigade of the
same place Lieutenant of Foot

The Defendant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit & exception to the many
Errors insufficiencies and uncertainties in the said Complainants Bill contained for
Replication Answer unto such parts of the defendants Answer as are contained for
sufficient in the Law to be Replied unto and this defendant further saith
that the several Matters and things set forth in the said Replication are not
many Artificial Evasions untrue and imperfect answer this defendant
will produce sufficient Proof and this defendant will aver and by his
said Answer he hath already said and do and will aver all and every
Matter or thing material therein contained to be true to the same and
every part thereof to be true as the same are therein alledged and Pleaded

Archd. le Blanc
Solr for the defendant

B

C

D

No 170

Hayes Court
vs
Hardcastle

Between Hardcastle Plaintiff
and Owen Donovan Defendant

Present
Thomas Powney Esquire Master
Edward Rupell ——— Peter Mackell
Isaac Dawson ——— Thomas Ashtead
George Baker ——— Attorneys ———

Between Comp Sworn Book Clerk of the Majesties county court Regiment of Foot at York and George Gentleman Complainant and James Hart of the same place Gentleman Defendant ———

Hayes Court

Mr Rudd coming on to be heard and debated this day on the presence of the Solicitors on both sides on Reading the Complainants Bill the Defendants Answers with the Exhibits Complainant annexed the Replication, the Rejoinder, the Interrogatories on the part of the Defendant on the five Papers and the Separation to each thereunto annexed produced on the part of the defendant On hearing the Readings made use of by the Attorneys and on due Consideration had thereof, It is Ordered and hereby acknowledged the Execution of the Note of Hand sued for by the Complainant, and as he has not brought any Proof of his having discharged the same It is Ordered and therefore that the said Bill be and the same is hereby Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of three Hundred and three Pounds Eleven Shillings and Ten Pence being the amount of the said Note of Hand together with such Interest as may be thereon due from the time the same became due Interest and full Payment is made also all Costs of this Suit

Edwin

Madras Ss

Whereas Pascal Maddox of Madras Merchant and Storekeeper hereinafter called the Mortgagor having occasion for money have Borrowed and Received from Maddow Ruthnaden and Pedda Chetty both of Madras Merchants hereinafter called the Mortgagees the Sum of Three Thousand Pagodas which said Sum of Three Thousand Pagodas the said Pascal Maddox doth hereby promise and agree to pay unto the said Mortgagees their Executors Administrators or Assigns on the first day of July which shall be in the year of our Lord One Thousand seven hundred and sixty four with Interest for the same after the rate of Twelve Pagodas per Centum per Annum without Fraud or Delay And for the better Securing the Payment of the said Sum of Three Thousand Pagodas with Interest as aforesaid unto the said Mortgagees their Executors Administrators or Assigns the said Mortgagor doth hereby Mortgage unto the said Mortgagees their Executors Administrators and Assigns All that Messuage or Tenement Dwelling House Outhouses Yards Gardens and Premises thereunto belonging situate lying and being in Madras aforesaid Bounded on the East by the Land belonging to the Heirs of Mr Thomas Pybus deceased on the West by the Land belonging to the Heirs of Mr Thomas Pybus deceased on the North by the Land belonging to the Heirs of Mr Thomas Pybus deceased and on the South by the Land belonging to the Heirs of Mr Thomas Pybus deceased And also all Houses Buildings Gardens Yards Ways Waters Watercourses Profits Commodities Emoluments Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement belonging or in any wise appertaining And the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof And also all the Estate Right Title Interest Property Claim and Demand whatsoever of the said Mortgagor of in or to the same premises And the said Mortgagor doth hereby Covenant Promise and Agree to and with the said Mortgagees their Executors Administrators and Assigns that he the said Mortgagor shall and will well and truly pay or cause to be paid unto the said Mortgagees their Executors Administrators or Assigns the said Sum of Three Thousand Pagodas with Interest as aforesaid on the first day of July which shall be in the year of our Lord One Thousand seven hundred and sixty four without Fraud or Delay And that in case the said Mortgagor his Executors Administrators or Assigns shall not pay unto the said Mortgagees their Executors Administrators or Assigns the said Sum of Three Thousand Pagodas with Interest as aforesaid on the first day of July which shall be in the year of our Lord One Thousand seven hundred and sixty four that then it shall be lawful for the said Mortgagees their Executors Administrators or Assigns to enter into and upon the said Messuage or Tenement Premises and every part thereof and to receive and take the Rents Issues and Profits thereof to his and their own Use and Benefit without Let Suit Trouble Hindrance Molestation Eviction or Disturbance of the said Mortgagor his Executors Administrators or Assigns or any other Person or Persons whatsoever And that the said Mortgagor his Executors Administrators or Assigns shall and will from time to time and at all times hereafter during the Continuance of this Security at his and their own Proper Costs and Charges make do and execute or cause to be made done and executed all and every such further and other reasonable Act and Acts Deed and Deeds Conveyance and Conveyances Assurance and Assurances in the Law whatsoever for the better and more effectually Conveying and Assuring the said Messuage or Tenement Premises and every part thereof unto the said Mortgagees their Executors Administrators or Assigns as by the said Mortgagees their Executors Administrators or Assigns or their Counsel in the Law shall be reasonably advised or required And that the said Mortgagor his Executors Administrators or Assigns shall and will from time to time and at all times hereafter during the Continuance of this Security well and sufficiently Repair Maintain Support Uphold Amend and keep the said Messuage or Tenement Premises and every part thereof when and as often as need or occasion shall require And that the said Mortgagees their Executors Administrators or Assigns shall not be answerable or accountable for any Loss or Damage that shall happen to the said Premises or any part thereof And that if any Damage or Loss should happen to the said Premises the same shall be made good at the Charges of the said Mortgagor his Executors Administrators or Assigns And that the said Mortgagees their Executors Administrators or Assigns shall and may from time to time and at all times hereafter during the Continuance of this Security insure and keep insured the said Messuage or Tenement Premises and every part thereof against Loss or Damage by Fire in such Office or Offices as the said Mortgagees their Executors Administrators or Assigns shall think proper and the Premiums and Charges thereof shall be paid by the said Mortgagor his Executors Administrators or Assigns And that the said Mortgagees their Executors Administrators or Assigns shall and may from time to time and at all times hereafter during the Continuance of this Security pay and discharge all Taxes Assessments Impositions and Outgoings whatsoever now charged or hereafter to be charged upon the said Messuage or Tenement Premises or any part thereof And that the said Mortgagees their Executors Administrators or Assigns shall and may from time to time and at all times hereafter during the Continuance of this Security pay and discharge all Taxes Assessments Impositions and Outgoings whatsoever now charged or hereafter to be charged upon the said Messuage or Tenement Premises or any part thereof And that the said Mortgagees their Executors Administrators or Assigns shall and may from time to time and at all times hereafter during the Continuance of this Security pay and discharge all Taxes Assessments Impositions and Outgoings whatsoever now charged or hereafter to be charged upon the said Messuage or Tenement Premises or any part thereof

Witness

Sworamuni

Melapun

Interpreters signed to Tamul as to himself

A True Translature as near as can be from the Original Malabar by Comacopah Sworn Interpreter

William Cranmer
Attorney for the Complainant

Mayors Court Madrass

Tuesday the 20 day of November Anno Domini 1764.

(L.S)

Present

Thomas Sowerby Esquire Mayor
John Belvaux ——— George Baber
Edward Raddon ——— Attorney Slatter &
Reynold Adams ——— Addowney ———

Between Pascal Maddox Merchant and Storekeeper of Madras aforesaid Complainant and Comapah and Sworamuni Interpreters to the Court Defendants

The defendant Interpreters being called and acknowledging their

Mayors Court

D^r — Mr John Parker — Cr

1762					
March 1	To 1 p^s Brown Long Cloth	68.22.-	March 31	By Cash Received	24.21.-
	To 12 Pieces of Gingham	30.-.-	April 10	By Ditto	30.-.-
	To 7 Spot. Ditto	10.10.	Volume 23	By Ditto	10.-.-
	To 8 Pieces of Ditto	16.-.-			95.11.-
	To 6 Pattampores	9.21.-		By Balance Carried over	101.20.60
	To 18 p^r Large Stockings	28.16.80			
	To 1 Dozd Hats	8.-.-			
	To 1 Piece of Long Cloth	8.-.-			
	To 1 Piece of Buckrams	1.31.60			
July 2	To 1 piece of Long Cloth for Shirts	2.5.20			
	To 3 pieces of Gingham for Ditto	6.-.-			
	To 3 pieces of D^o Marlbro	7.-.-			
	To 3 pieces of Spotted Gingham	6.-.-			
	Pagodas	196.16.60		Pagodas	196.16.60

Fort Saint George the 20th August 1763

Errors Excepted

X X

No 6

Journall of Sundry Goods delivered by Henry Gadet and at his Request by the several and respective Persons undermentioned Cr

1762					
Feb.	12	To M.r Charters	10 Pair of Stockings	1	21
	21	To M.r Blanchard	1 Peice of Gingham	2	21
	28	To M.r James Sweetman	½ piece of Long Cloth	3	33
		To M.r Tobbin	½ piece of D.o	3	33
	2	To M.r Johnson	1 piece of D.o	6	"
March	2	To M.r Charters	½ piece of D.o	8	11
	8	To D.o	1 piece of Gingham	2	21
		To M.r Johnson	2 piece of D.o	5	"
		To M.r Brodie	½ piece of Long Cloth	3	11
			1 piece of Gingham	2	21
			1 piece of Chex D.o	3	"
		To M.r Perry & Sonne	1 Palampore	1	21
		To M.r Saunders	10 pr. of Stockings	0	21
	4	To M.r Edward Purvis	½ pr. Long Cloth	1	21
			½ D.o Gingham	2	21
			½ pr. of Spotted Gingham	1	11
			1 Palampore	0	21
	15	To D.o	½ pr. Spotted Gingham	2	"
April	1	To M.r Charles Barber	½ pr. Long Cloth	7	21
	2	To M.r Hamilton	½ D.o D.o	0	21
	1	To M.r Wyatt	10 pr. of Stockings	1	21
	15	To M.r Hennessy	½ pr. Long Gingham	16	"
	17	To M.r Mahony	3 Palampores	4	21
			Pagodas	99	33

1763 Cr

Mar.r 8. By Cash when Received by me of the Several Persons in the debtor Side of appeare by every Ones Account there will be due ..... Pag.s 99 33

Pagodas 99 33

Fort Saint George the 8.th March 1763

Errors Excepted

John Bartlett

he had never seen and who had no privity and knew for that he had no satisfaction from or recourse to any but the defendant who he alleged was employed to give them, therefore the Applicant moth that an order may be made for the several Defts upon the Recognizance and Bond as aforesaid or that the defendant may be at liberty to bring the Plaintiff into Court and that the defendant may be at liberty to bring the Plaintiff into Court and that the several Defts upon the Recognizance and Bond as aforesaid or

Filed
20th January 1961

Rejoinder

The Rejoinder of [illegible] the Defendant to the Replication of [illegible] the Plaintiff in this Cause

The Defendant now and at all times hereafter saving & reserving to himself all and all manner of Advantage and Benefit of Exception to the many Errors uncertainties and insufficiencies in the said Replication contained for Rejoinder thereunto saith that this defendant doth not nor will hereafter acknowledge the said Replication to be sufficient in the Law for this Defendant to answer unto and this defendant further saith that the several matters and things set forth in the said Replication are in many Respects Untrue uncertain and insufficient and this defendant further saith as to and by the said Answer he hath already said this defendant doth that the Plaintiff at and by the said Answer Confessed and Acknowledged the receipt of this defendant to Attest the Plaintiff on the sale of the Goods as is already set forth in this defendants answer to the Plaintiffs Bill of Complaint this defendant denies that the Plaintiff delivered sufficient goods at the most Reasonable prices to enable this defendant to realise a profit on the Sale thereof This defendant further saith he denies that on the Month of January in the year of our Lord one thousand seven hundred and sixty two the Plaintiff supplied sufficient assortment of goods but instead that between the Months of February and April in the year aforesaid the Plaintiff left some Linens at the House of this defendant but the Respective prices and quantities of the said Linens this defendant is unable to assign to and denies that he ever Received them of the Plaintiff this Defendant further saith that the said goods were sold at Retail or in a few days after they were Brought into this defendants House by the Complainant without his Consulting or advising with this defendant of the same or having the Assistance of this defendant, neither had this the defendant any advantage whatsoever directly or indirectly on the sale thereof on account of the said Goods to the said Sworn as against each Sworn named in the said Schedule annexed to the Answer of this defendant expressly this defendant saith that had the said Goods belonged to him it was not Reasonable to imagine that this defendant would have Debated the said Sworn upon the sale of the said Goods in his Bill of Account provided any profit had arose on the sale of the said Goods this defendant saith to the contrary But that the Plaintiff applied to this defendant in Court only to keep an Account of the persons Sworn to whom the said Goods

[illegible] and Schedule annexed to the Replication and the Exhibit
[illegible] making mention of the respective Letters and the Exhibit
[illegible] to the Replication and Second Rejoinder and to the Bills of Exchange
[illegible] and Second Rejoinder and to the Bills of Exchange drawn
[illegible] by the Defendant and the Goods sold and delivered by the said Firm
[illegible] Schedule annexed to the Rejoinder and the Replication
[illegible] and the Exhibit annexed to the Replication and the Exhibit
[illegible] before this Honble Court which pleas by shows a flagrant evidence of the
[illegible] in Bleading his said Pleas in order the better to support
his unjust demand in this defendant This defendant further saith he
admits that Boundary Pagodas (if any there may have been purchased goods
from the Replicant) have given this defendant their Letter of Attorney
and Bills of Exchange drawn on their friends to defray their Respective
debts due to this defendant for the Credit this defendant hath given them
for their Refreshment and money advanced to them but this defendant
denies that their said Letters of Attorney and Bills of Exchange entered
their debts due for Clothing them with the goods they purchased of this
Replicant this defendant doth deny Credit of their said Letters of
Attorney he hath Received several Small Sums of Money and after due
Enquiry this defendant doth find all the same he hath given Credit with
the exception to the Replicant as will appear in his Second Current
annexed to his answer which this defendant saith he reserves unto
price of Goods Sold to them this Replicant This defendant further saith he
with the Sum of twenty four Pagodas and twenty One fanams also the
Sum of Thirty Pagodas and the Sum of Forty Pagodas by this defendant
advanced the Replicant at his Request and Intreatance to assist the
Replicant who declared he was in great want of Money this defendant
denies that the said Sums were advanced to the Replicant on account
of the Goods Sold to the said Firm as this defendant denyes that there
was any order to his Complaint at the time of the Payment of the said
Sum of Thirty Pagodas to make out an Account Current between
the Replicant and this Defendant by this defendant setteth that he admits
that his Complaint through the persuasion and direction of the Replicant
at different times did draw out Sums of Money and Accounts for and on
Behalf of the Replicant for the Cloathing Firm Respective Debts due for
their Goods sold unto them by the Replicant this defendant saith he
hath heard from his Complaint that they made out an Account Current

Interrogatories to be administered to such Witness as shall be produced & sworn and examined on a certain Cause depending between Benjamin Hardwood in Complainant and John Hurley of Portsmouth Yeoman Defendant on the part and behalf of the Complainant

Interrogatory 1st Do you know the parties Complainant and Defendant in this Cause

Answer to 1st Interrogatory I do know them both & have known them for about

Interrogatory 2nd Do you know any thing touching the matters in question in this Cause if yes declare your knowledge thereof fully & at large

Answer to 2nd Interrogatory I do know that the Complainant & Defendant

Interrogatory 3rd Did you see the Papers Writing or Instrument now produced & shewn to you at the time of your Examination marked Letter A and B mention and declare

Answer to 3rd Interrogatory I did see the Papers Writing or Instrument now produced & shewn to me at the time of my Examination marked Letter A and B mentioned & referred to in my present Answer & I believe the same were executed by the parties whose names are thereto subscribed as parties thereto

Interrogatory 4th Do you know of any application having been made by the Defendant or by any other Person or Persons for the Defendant to the Complainant for the several articles mentioned in the produced writing Papers if yes mention and by whom and to whom was such application made and by whom and when and how & in what manner & for the reasons & to the best of your knowledge and belief therein and the particular Reasons and Circumstances thereof fully and at large declare

Answer to 4th Interrogatory I do know of many applications having been made by the Defendant & by many other Persons for the Defendant to the Complainant for the several articles mentioned in the produced writing Papers & I believe and do verily believe that such applications were made and by whom and when and how & in what manner & for the reasons & to the best of my knowledge and belief therein and the particular Reasons and Circumstances thereof fully and at large declare

Interrogatory 5th Do you know of any and what sum or sums of Money or other thing or things paid by the Defendant by his order or on his demand to the Complainant for or on account of the several articles mentioned in the produced writing Papers if yes and by whom and to whom and when and how & in what manner & for the reasons & to the best of your knowledge and belief therein and the particular Reasons and Circumstances thereof fully and at large declare

Answer to 5th Interrogatory I do know of many sums of Money paid by the Defendant by his order or on his demand to the Complainant for or on account of the several articles mentioned in the produced writing Papers & I believe and do verily believe that many other sums of Money and what sum or sums of Money and when and how & in what manner & for the reasons & to the best of my knowledge and belief therein were paid by the Defendant by his order or on his demand to the Complainant for or on account of the several articles mentioned in the produced writing Papers

Interrogatory 6th Do you know of any and what Offer or Offers was or were made by the Defendant or by any other Person or Persons on his Behalf to the Complainant to pay off Satisfy and discharge any and what part or all of the above said Articles in the said Writing mentioned if yes set forth the said Complainant accepted of or refused or Reject such Offer or Offers and what did he say or pretend or assign as the reason or reasons why he refused or rejected such Offer or Offers and at the time or times of such Offer or Offers all your Answer to be fully considered and to have regard unto the matter or matters in this Interrogatory mentioned & the Reasons and Circumstances which induce your Belief

Interrogatory 7th Do you know of any other matter or thing or have you heard or can say and set forth anything touching the matters in Question in this Cause that may tend to the Benefit and advantage of the Complainant Answer this besides what you have been before interrogated unto Declare the same fully and at Large as if you had been thereunto particularly

Hunter Carpenter & Between Thomas Carpenter
Hathornthwaite & and John Parley Defendants

Depositions of Witnesses taken and this Cause depending
Examined on this Court as follows

Depositions of Witnesses Examined by & on the behalf of the Complainant
produced & sworn before this Court at the Office of Mr Nelson Barlow Attorney
the 22d day of February 1768 known at the office of Mr Nelson Barlow Attorney
for the defendant by Commands who left a note of the name Style and place of
abode of the said deponent and afterwards on the same day being sworn
and examined deposeth as follows

To the first Interrogatory this deponent saith he has known the Complainant
for 6 Years and the defendant the same time or thereabouts

To the second Interrogatory this deponent saith the two Papers marked Letters
A and B were shown to him by the Complainant but he was not present
when they were drawn out and more this deponent deposeth not to this
Interrogatory

To the third Interrogatory this deponent saith that he and the Complainant
very frequently used to go to Mr John Parleys house and that one day
about two ago Mr Parley standing in the entry this deponent and
Immanuel Emanuel did make Room as Italian which he returned after
singing a little time with them Mr Parley marked towards the Door, this
deponent and Immanuel following him Mr Parley stood by his Cockroom
and said Immanuel some of these people must come there for their
Rent pretty Money will be paid in eighteen or twenty days time you will
then be paid, let them have what they want (not mentioning what people
or who made any Demand) the Complainant has since told this deponent
that he had Received some money on account of Wages he at that time
delivered to Mr Parley, but what Sum or what Goods he delivered to Mr
Parley this deponent cannot say, moreover this deponent deposeth, the
Complainant delivered them to speak to Mr John Parley for the same
same Money which he did twice, Mr Parley the first time made Answer
very well, Yet Immanuel said two or three Days and I will see
what I can do, the second time he Replyed Let Immanuel stay
a Little I will get some Money for them the first opportunity and more
this deponent saith not to this Deponeth and last Interrogatory

Richard Latham

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were produced and shown to the said Witness and Letter A and B Exhibited upon
the same was read to the said Witness and Letter A to the Interrogatories
of Long Cloth and was given to Pongaru for 400 Pagodas and the same was received
and delivered by Pongaru about two years ago to some Gentlemen at the
Ashy Portugo House and the particulars are contained in the same and the
Letter B was sold by Sommatte to 400 Pagodas Pongaru from that
afterwards

Q. 4th Interrogatory Did you ever hear the Complainant and Defendant
Complainant for the money in the said Bonds mentioned in the produced Papers and
the Complainant had the same?

A. The fourth Interrogatory this Deponent saith he heard at two different
payments concerning the several articles mentioned in the produced
Paper writings to the Complainant by the Defendant at two several
twenty four Pagodas four Pagodas and Fedanam, and the second time thirty
Pagodas moreover this Deponent was told by the Complainant three or four
Months afterwards that he had Received from the Defendant Forty Pagodas
more on the same account

Q. 5th Interrogatory Did this Deponent hear the Complainant and Defendant
or either about a year or two and a half ago applying to the Defendant for pay-
ment of the several Bonds mentioned in the produced Paper writings
and did the Defendant promise to pay them every year as he expected
the Pagodas to arrive from Manilla but that he Defendant
afterward thus argued
and his Repeated Payments
from the Gentlemen upon
which Occasion who told them to
settle and to this or to the

A. 5th Interrogatory This Deponent saith he heard the Defendant often
times tell the Complainant that he was not able to pay him
any more than 20 Pags or thereabouts
correct to ask for his Money from the Defendant
telling him to wait till he Received the money
which he had Contracted to put the Defendant
to what he had and more this Deponent
saith Interrogatory a —

Richard Latham
Examined

Interrogatories to be Administered towards Witnesses on behalf of the pro-
secution Sworn and Examined on the part and behalf of Benjamin Hall Esqr Mayor
of Madras upon a Certain cause depending and to come on the Court of Mayors
Court at Madraspatam wherein the Honble Company are Plaintiffs and the Complainant

and

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were produced and shewn to Sworn marked Letter A and B to the Defendant
Counsel and on the opposing marked Letter A on the part
of Lieut Cotton and on the Defendant for Mr Letter B were marked
and delivered by Same to the Defendant two years ago to some Gentlemen at
Ashgrove Portuguese House and Regard to were proved on the part marked
Letter B were sold by Commodore Mr Letter Body thereupon that
afterwards

Q Pursuant to the Interrogatories Mr Defendant doth he know or believe that
plaintiff and Defendant or that the Defendant hath applied Bound to the
Complainant for the sums of Dollars mentioned in the protest Papers and
the Complainant hath the said Sum

Q Pursuant to the Interrogatory Mr Defendant doth he believe or knows of
payments concerning the several articles mentioned in the protest
Papers relating to the Complainant by the Defendant or to any
Body for Pagodas, from Pagoda, from Pagoda, and the second time Body
Pagodas moreover this Deponent knows told by the Complainant three or four
Months afterwards that he had Received from Mr Defendant Forty Pagodas

A more on the same account

5 ..... To the 5th Interrogatory this Deponent doth the Complainant told him once
or twice about a Year before that he would have application to the Defendant for pay-
ment of the several Sums mentioned in the protest Paper mentioned
and that the Defendant promised to pay him every Sum as he expected
the Complainant to receive from Madras the last that 20 Days or Thereabouts
afterwards this Deponent
and his Reason Pagoda
from the Gentlemen upon
which he had told him to
and Mr not to this or to the

Richard Lathwaite

Examined

Interrogatories to be Administered to and Witnesses to be produced
and Sworn and Examined on the part and behalf of Thomas Hudson
Merchant in a Cause depending and at Issue in the Court of Admiralty
and at Madras wherein Thomas Hudson is Complainant

and

2620

10 Yeas and the Defendant 5 Yeas or Nays thereto.

To the second Interrogatory the Deponent saith he resides the expected meeting there to know at the time of his examination deponent expected to meet Parties, at Mr Parkes's house directed for Annamallee and never this deponent knows not particularly to

Answer to this Interrogatory

Richard Latham

Examined

Interrogatories to be administered to such Witnesses as shall be produced on the part and behalf of John Parkey of Fort Saint George Merchant in a certain Cause wherein the said John Parkey is Defendant and Annamallee Master Merchant is the Complainant

To all the Witnesses 1st Do you know the parties Complainant and defendant in this Cause to either and which of them if yea how long have you known them and which of them first

2d Do you know or do you not know whether the Complainant doth or did not any time or times whatever bring any Goods to the House of the Defendant, if you did or did not the Complainant propose to sell such Goods at the House of the defendant if yea can you or can you not Recollect the quantity or quality or any part thereof of such goods if yea do you Remember the time as near as you can Recollect the Complainant exposed to sale such Goods

If yea did the Complainant or did he not sell and what part of the said Goods at the House of the defendant if yea do you know to whom by name or names such Goods were sold if yea do you or do you not at any time or times and at what place and places whatsoever in Company together with the defendant and the Complainant if yea can you or can you not Remember the time or times you were in Company with the defendant and the Complainant if you can you or can you not declare any and what Conversation that passed at the time or times you were in Company with the defendant and the Complainant.

If you were you or were you not at any time or times whatsoever afterwards in Company with the Complainant and the defendant if yea were there or not in your hearing any Conversation between the defendant and the Complainant touching the delivery of the said Goods if yea can you or can you not Remember any and what was the Purport of the defendants and Complainants Conversation if yea at what time or times and at what Place or Places was or were the Conversation held between them. Do you know

No 4

What Goods the deponent remembers and knows were shipped on board the Ship [illegible]

Interrogatory 1st

Richard Sattwell

Examined

Between Thomas Lowndes Complainant

and John Parker Defendant

Deponent saith he knows the parties to this Cause by and before the Examiner in this Court as followeth

To the first Interrogatory this deponent saith he is a Batchelor of the age of Forty Eight years or thereabouts and is a Merchant by profession and that he was produced as a Witness in this Cause on the part of the Defendant on the 11th day of February 1763 when at the Office of Mr Charles Brandon Attorney for the Complainant by Consent who left a note of the same Title and Interrogatories of the said deponent and afterwards on the same day being sworn and examined deposeth as followeth

1st

To the first Interrogatory this deponent saith he has known the Complainant Thomas Lowndes and the Defendant three years or thereabouts

2d

To the second Interrogatory this deponent saith that some time in the Month of November 1761 Ralph Taylor master of the Ship Hawke and that on the 1st of November in the year 1761 Mr John Parker came to Lodge at from which time the Complainant used to come to Mr Parkers house every day upon this deponents enquiring what matter him came so often he learned that it was on account of Mr Parkers first arrival in London and that of many Gentlemen at Mr Parkers house wanted many Commodities or Long Cloths the Complainant used to supply those there Commodities he always Received the money and the Complainant had many Goods coming in the Country for the Parker he generally delivered them in Mr Parkers name this deponent also deposeth he further that in March 1762 he was waiting his accounts in a Counter at Mr Parkers House when the Complainant came and told him that he had just sold some Goods to some Gentlemen Strangers in Town and that Mr Parker desired him to go to Mr Parkers to receive the Money and that this deponent thereupon did accompany the Complainant to Mr Parkers where the Complainant received the Money for the Goods and this deponent then heard the Complainant say to Mr Parker that he was very much obliged to him for his Custom and hoped he would favour him with more of it and that Mr Parker then told the Complainant that he should have it in his power to deliver Goods to those Gentlemen who had any money and whenever to be answerable to them for them the Complainant said that Mr Parker told him their proper Money would be paid in about twenty days at which time he (Mr Parker) promised to pay them this Deponent then desired the Complainant to stay in the Room and he went to Mr Parker and asked him what he was to pay for the Goods that Gentlemen had delivered to the

Gentlemen

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Richard Salthouse
Complainant

Dr 30 : : 4 : 0

Recd writ 8th July 1826

Salthouse Complainant
Mayor's Court
Madras

Humbly Complaineth unto the Honorable Court upon order of Court of Madras Merchant filed his Bill of Complaint in this Honorable Court against John Parley of Portsmouth Victualler on or about the twenty third day of August in the year of our Lord one thousand seven hundred and sixty three to which Bill the said John Parley appeared and put in his answer the twentieth day of October in the said year one thousand seven hundred and sixty three and your orator Replyed the fourteenth day of November in the said last mentioned year and the said John Parley Rejoined the twenty first of January in the present year one thousand seven hundred and sixty four after which the Commissioners of Accounts to whom it was referred to state the Accounts in the said last mentioned year made their report to which the said John Parley excepted this Court not thinking any Exception or Distribution of this Effects rehearing upon Saulsbe Parley the widow and Relict of the said John Parley applied to this Honorable Court for Letters Attachment which were accordingly granted Wherefore but the said Saulsbe Parley may show Cause if she can why the Proceedings in the said Cause should not stand Revived and be in the same plight and Condition they were in at the time of the decease of the said John Parley and that the same may stand Revived accordingly and to that end may it please this Honble Court to grant unto your orator a Summons to Revive to be directed to the said Saulsbe Parley thereby Commanding her at a certain day therein to be limited to be and appear before this Honble Court and to shew Cause why the Suit between your Orator and the said John Parley should not be Revived and further to stand to and abide such order and Decree therein as to this Honorable Court shall seem Meet

Ch. Bromley
Attorney for the Complainant

and to this or to the Last Indorsement

Richard Lathbury

(Complainant)

Read and Filed
10th July 1851

To the Honble the Master of the Rolls
at Westminster

Humbly Complaining sheweth unto this Honorable Court your Orator Thomas Allen of Bradnor Westward [illegible] Bill of Complt that in this Honorable Court a certain Suit is depending wherein Richard Lathbury Victualler was plaintiff the twenty third day of August One thousand eight hundred and forty three and the said Bill filed and John Parley appeared and put in his answer the twenty fourth day of October in the said year one thousand eight hundred and forty three and your Orator Replyed the fourteenth day of December in the said last mentioned year and the said John Parley Rejoined the tenth of January in the present year and issue was thereupon joined and lately four Office periods the sixteenth of February following were duly had for the Examination of Witnesses to prove all the charges in the said last mentioned year and the Cause was set down for hearing the twenty seventh of the said last mentioned year Month since which time after your Orator should the said John Parley departed this Life without making any Will or any Distribution of his Effects whereupon Joshua Parley Executor and Relict of the said John Parley applied to this Honorable Court for Letters Administration which were accordingly granted Forasmuch therefore that the said Joshua Parley may show Cause if she can why the Proceedings in the said Cause should not stand Revived and be in the same plight and Condition they were in at the time of the decease of the said John Parley and that the same may stand Revived accordingly and to Grant unto your Orator a Summons to Revive to be directed to the said Joshua Parley thereby Commanding her at a certain day therein to be limited to be and appear before this Honble Court and to show Cause why the said Suit between your Orator and the said John Parley should not be Revived and further to stand to and abide such Order and Decree therein as to this Honorable Court shall seem Meet

R. T. Bramley
Attorney for the Complainant

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one hundred and eighty seven pounds ten shillings and two pence
Henry Comeford formerly of Madras Merchant and Owner of the Ship
Ann plane did on the twenty fourth day of May which was in the year of our Lord
one Thousand seven hundred and sixty seven to be assured with this Assurer
account of your orator by the above mentioned Policy Bella Bishnah
Shamdadoss Bella Bishnah and Omichund to the sum of fifteen thousand
Sicca Rupees upon the Bottom Goods and Merchandizes of the said Ship
Adventure from Sooran Master and Voyage from the City of Madras
to Bengal to the Port of Calcutta and back to the Port of
Calcutta in the Bengal River Bengal they the aforementioned Nabobmundee
Bella Bishnah Shamdadoss Bella Bishnah and Omichund for and in
Consideration of the Premium of three per Cent in the same Assured Company
paid them and did by an obligation or Policy of Assurance under their
hands and Seals duly made in Port Saint George the twenty fourth day of November
the year one thousand seven hundred and sixty seven bind themselves
their Heirs Executors Assigns and Goods to pay unto the said Assured his Heirs
Executors or Assigns and in case of a Loss happening the full sum of fifteen thousand
Rupees assured by them upon condition that your orator should make an
abatement of three per Cent provided always that they should pay the sum of
Money by them so assured at the Expiration of one Month after proper
Notice should be given them of such Loss without any abatement whatever
to be made but they the said Assurers to pay the full sum assured or Custom
to the Contrary notwithstanding all which doth more fully and clearly appear
upon the Assurance thereof to the original Policy of Assurance now Ready to
be produced for the Inspection of this Honble Court

And your orator further Humbly sheweth unto this Honble Court
that the above mentioned adventure from Bengal to Madras Master was
taken by a French Ship on the Malay Coast on the seventh day of January
in the year of our Lord seven hundred and sixty seven by your Orator
suffered a Loss on his share of the said Adventure Sicca Rupees amounting
to the sum of twenty six thousand five hundred and Ninety seven
Rupees fourteen Annas and three Pice as will more fully and clearly
appear by the depositions of Cobrodanden Clephant Supercargo and Thomas
Brown Master of the said Adventure from whom accounts taken which
is now Ready to be produced for the Satisfaction of this Honble Court Your
Orator further humbly sheweth that he hath frequently and in a amicable
manner by means of his Attorney at this place demanded payment of
the aforesaid sum of fifteen thousand Rupees assured by the said Policy made by
Bella Bishnah Shamdadoss Bella Bishnah and Omichund but they

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delivered into this Honble Court Thomas Hall the Replyant [illegible]
appear. And this Replyant saith he doth aver that the said Ship
and Cargo to the amount of Seventeen Thousand four hundred and seventy
Rupees sworn Sicca Rupees and more which this Replyant is ready to
verify & prove as this Honble Court shall direct and award. And
this Replyant is ready to deliver into this Honble Court Invoices and Bills
of Lading of the said Adventure & prays as in & by his Replication
demand and as the defendants have Refused payment of this Replyants Debt
through the Sums Limited for the same is hereby enjoined that this Replyant hopes that
the defendants may be obliged to discharge the same without any Interest
agreeable to the Custom of the Place & Trade and also with the Interest that
may be due thereon from the expiration of the time Limited for the payment
thereof This Replyants Attorney does and Shows cause for this Injunction made by
this Court dissolved as the said Adventure Ships or their Cargo are of very Inferior Value
of Money that the Replyant has Borrowed at Respondentia on the said Ship
venture Ships or Her Cargo

All which matters and things this Replyant
is Ready to aver maintain and prove as this Honble Court shall direct and this
Replyant as in and by his said Bill he hath already Prayed

William Cranmell
Attorney for the Replyant

Read and filed
17th May 1763

Rejoinder of Nathaniel Sanders, Balla
Pitchai Chandadoy, Balakrishnah and Ramiah
Sanders of Madras Merchants & the Replication
of Hanlake Badcock their Attorney Johnson
of Madras Merchant

The defendants now and at all times hereafter saving and
Reserving to themselves all and all manner of Benefit and Advantage of Exception
to the many Errors untruths and uncertainties in the said Replication Contained
for Rejoinder thereunto saith that the Answer of these defendants is certain true
and sufficient in the Law to be Replyed unto and these Defendants further
say that however the Replyant may endeavour to Evade the Force & Effect
of the present Suit whether or not the Ship in which these Defendants
insured for the Replyant landed any part of her Cargo before she being taken by
the Enemy the defendants maintain the Contrary thereof and that they as Insurers

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Detriment or damage of the said Ballon Gardner Merchandize or any part thereof
or Loss of any Life or misfortune it shall be Lawfull for the Assured his Factor
Servants or Assigns to use Labour and do and perform and about the Defence
Guard and Recovery of the said Goods Merchandizes or Ballon or any part thereof
without prejudice to this Insurance and Incurred by us the Insurers but Benefitting
policy of Assurance shall be as much for and effect as the same by any or policy shall
be made and as per the Assurers are contended and do hereby promise and bind
our Heirs Executors Administrators and Assigns and Goods to the Assured Harold
Ballon his Heirs Executors Administrators and Assigns for the true performance of
the premises Confessing ourselves paid the Consideration due unto us for this Insu-
rance after the Rate or Premium of Nine p.ct and further we the Insurers do
hereby Covenant promise and agree and oblige ourselves our Heirs Executors
Administrators and Assigns and Goods to the Assured by this Policy that
God forbid He Shall Loose and pay the Sum of Money Assured upon the Abandonment
of Ten p.ct and no more provided always that we pay the Sum of Money by
us so Assured at the Expiration of Seven Months after proper Notice thereof shall
given to us the Assurers otherwise no Abatement or what soever to be made but to pay
the full Sum any use or Custom or the Contrary notwithstanding In Witness
whereof we the Assurers have Subscribed our Names Seals and Sum Assured
in Fort St. George 21st May 1760

Signed Sealed and Delivered
(Where no Stamp'd Paper is Procurable)
in Presence of

Calcutta 25th March 1760

Invoice of Sundrys Laden on Board the Snow Adventure Bound to Madras the
Straights of Mallacca being on Account and Risque of Captain Ballon &c
Sea Owners &c

For Madras Rice
980 Bags Pundy 1960 B Rs ..... 2[illegible]
Carried Over

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Be it known to All Men by these Presents that I Robert Gregory Esquire Mayor of Calcutta in the Kingdom of Bengal in the East Indies do hereby Certify that on this day of the date hereof personally came and appeared before me the Right Worshipful Mayor of Calcutta Merchant being a Person to me well known and worthy of Credit and by Solemn Oath to which he was lawfully Sworn on the Holy Evangelists of Almighty God did Solemnly and Sincerely declare Testify and depose that the Bearer hereof and Thomas Woodward Lord Contained in the Deposition Affidavit hereunto annexed

In Testimony whereof I the said Mayor have Caused the Seal of the Office of Mayoralty of the Mayor Court of Calcutta to be hereunto put and affixed and the said Affidavit of the said Thomas Baker Esq to be hereunto annexed Dated in Calcutta this Sixteenth day of April in the Year of our Lord one thousand Seven Hundred and Sixty three

W.m Magee
Reg.r

Robt Gregory
Mayor

Thomas Baker Esquire maketh Oath and saith that he was appointed Owner of a Vessell called the Adventure Snow which was Commanded by one Thomas Swaine of Calcutta Aforesaid on a Voyage from the Port of Bristoll to the Straights of Mokha which Vessell was taken by the French and that the Deponent had neither taken up Bottomry or Respondentia nor had received any part of the Sum of fifteen thousand Sicca Rupees which the Said Attorney Commanded Esquire the Attorney had procured to be made for himself Madras

Sworn to this 16th day of
April 1763 before Me.

Robt Gregory
Mayor

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Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein Stephen Batson Esqr is Complainant and Pallavacum Chetty, Balla Chetty Shamdasse, Ballabadorah and Amarchoud Chetty are Defendants

1st Let the Witnesses Do you know the parties Complainant and defendant in this Cause or either of them if you how long have you to known them or either of them and which of them declare.

2d Were you, or were you not concerned in the adventure Snow with her Cargo bound from this place to the Port of Mallacca and other parts to the Eastward, if yea what person or persons were Concerned with you in the said Adventure Snow, and what became of the said Adventure Snow and her Cargo, or as She Lost or taken, If yea what loss do you apprehend the Complainant sustained in the said Adventure Snow and Cargo, Look upon the Invoice and the Account Current now shewn you and say whether they are true and just ones, or not

3d Let the Witnesses Do you know of anything more material for the Complainant in this Cause, if yea declare the same as if particularly interrogated.

William Cranwell
Attorney for the Complainant

No 1

Extract of Mem declare

Pages Answer &c required with a Copy of the Bill called therein
Answer dated 5th Feb 1767 and by Affidavit of Mr Lowe dated
Feb 1767 Pages Answer &c required with a Copy of the Bill
Affidavit, whereupon such Affidavit dated and sworn and Pages Answer
&c required with what Cargo the said Ship had on Board at the time
of her sailing from Madras & Pages what is the particulars of Pages Answer &c
Answer &c are required of the said Affidavit being true by the Oath, Pages
whereupon the Court ordered that Cargo on board the said Ship
on Board at the time of her being taken & Pages &c to bring the
Cargo of the said Ship being Landed after her departure from Madras
& Fyzabad, and where and to such part of her Cargo Landed, what was such
part of her Cargo, and to what amount it was such part Landed before
after the said Ship was taken by the Enemy, and to whom such part
of her Cargo so Landed belong? Pages Answer &c required of any Answer
&c or Sum of Money to be brought up at Pages on that in the said Affidavit before
& after her sailed from the Port of Calcutta in the Kingdom of Bengall on her
said Voyage & Pages declare particularly what summe or Sums of Money to
your Knowledge were to be brought up at Pages on that in the said
Affidavit, and by whom and on whose account? what became of such Goods
as was Landed as aforesaid afterwards to your knowledge & be whole with
your Answer at Large &c dated

Last ..... Pages Answer &c to your Bill and Affidavit
material for the Defendant in this Cause & Pages affidavit the same as your Answer
and do Believe together with the Reasons of such your Knowledge &c dated

Sworn at Calcutta

Between Stanhope Bolomby his Attorney
Plaintiff
and
Nicholas Cowper the Defendant

Mayor's Court at Madras Depositions of Witnesses taken & duly sworn before the Examiner in the said Court as follows.

Thomas Swaine of Calcutta Merchant aged 37 Years or thereabouts being produced as a Witness on the Part of the Defendant sworn on the 22nd day of June 1763 Sworn at the Office of Mr Williams Examiner & Interpreter

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Mayor's Court

Tuesday the 11th April 1769

Present

Thomas Rumney Esqr. Mayor

Edmd Bushell ——— Peter Hurtelle

John DeMeuse ——— Edmd Pocklington

Thomas Pinkett ——— George Baker Jr.

Alexander Davidson ——— Aldermen

Between Montador Batson of Calcutta in the Kingdom of Bengal Merchant by his Attorney John Smith of Madras Merchant Complainant and Nillacundacher, Ballakutwah Shamba Bose, Balakadorah and Annaiahvadachee all of Madras Merchants Defendants

Whereas coming on to be heard and debated this day in the presence of the Attorneys on both sides on Reading the Complainants Bill, the defendants Answer, the Replication, the Rejoinder, the Answer of the Snow Adventures Cargo at her outset from Bengall, the Answer to Interrogatory of the Snow Adventure and her Cargo at her arrival from Bengall, the Service of Subpoena on Behalf of the Complainant to prove the preparation of the Snow Adventure and her Cargo when she was taken by a French Ship The Complainants Affidavit with the Mayors Certificate annexed, the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendants, and hearing the pile cloth made use of by the Attorneys and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant and the amount of the Sum insured by their Bill as the defendants Bargue was upon the whole of the Complainants Share of the Vessell and Cargo and as a part of the Cargo was Loaded at Salangore before she was taken by the French the Court are of opinion that the Defendant Bargue on such part as was Landed did immediately Cease He therefore further ordered and Decreed that the defendants shall be allowed a Salvage on the Complainants Share on those Goods in proportion to the whole Complainants concern in the Vessell and Cargo at her departure from this port of Madras, And it appearing

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