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Mayors Court at
Madrazpatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Brown deceased Complainants and Ninah Chitty Defendant

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

Moolamar Chitty of Madras Merchant Aged 36 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 20th day of March 1765 sworn at the Office of Mr Charles Bromley Attorney for the Complainants by Emacapar who left a Note of the name Title and Place of Abode of the said Deponent and afterwards in the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known Daniel de Castro for 16 Years Ninah Chitty 10 Years, but he is not acquainted with James King

2 ..... To the Second Interrogatory this Deponent saith his Partner Venkatachellum did by the means of Ninah Chitty sell some Piece Goods to Captain George Kent for which the Defendant did give to this Deponents Partner an Obligation or Bond in the name of Abraham Brown deceased for the sum of more than four hundred Pagodas at Mr Abraham Brown's House at Madras by one Ninapah Naick and another Person, this Deponent does not remember the Motive for this Deponents having the Bond drawn out in Mr Abraham Brown's name was that if the Defendant did not pay the Money Mr Abraham Brown might sue him for it in the Mayors Court in part payment of which Bond the Defendant did pay to this Deponents Partner Venkatachellum some money how much he does not remember) also the Defendant paid to Mr Abraham Brown some more money on the same Account, besides depositing in his hands some Gold Lace by way of Security for the rest the Defendant delaying to discharge the whole, this Deponent lodged the Bond with Mr Abraham Brown the money that Mr Abraham Brown received from Ninah Chitty on the said Bond he paid to this Deponents Partner Venkatachellum after Mr Abraham Brown's decease Mr Daniel de Castro delivered to this Deponent the Gold Lace Ninah Chitty had deposited in his hands on account of this Deponents Bond and on this Deponents application for the said Bond being up to him, Mr Daniel said he would enquire from the Defendant Ninah Chitty some time after this Deponent again desiring the Bond Mr Daniel de Castro said he was only Administrator to the Estate of Abraham Brown deceased therefore of himself could not deliver it up Mr Daniel de Castro soon after while afterwards sent the Bond

Mayors Court at Madraspatnam

Tuesday the 3d day of August Anno Domini 1762

Present

Edmd Russell Esquire Mayor
Peter Monnette — John Debonnaire
Thomas Powney — Anthoney Sadlier
Reynold Adams — Arthur Cuthbert
Aldermen

Lo.S

Between Daniel de Castro of Fort Saint George Merchant and James Hing late of the same Place Gentleman and Administrators to the Estate of Abraham Browne deceased Complainants and Nondah Chitty Defendant

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill, The Defendants Answer, The Replication, The Rejoender, The Interrogatories and Depositions on the part of the Defendant, On hearing the Pleadings made use by the Attornies and on due Consideration had thereon Appearing to the Court from the Circumstance of the Money and Lace received by the deceased Abraham Browne on account of the Bond now sued for having been given up to Mocta Mar Chitty as well as by the Evidence before them that the said Bond at the execution in the name of the said Abraham Browne was given for the Benefit of Mocta Mar Chitty But as the Defendant has by due Execution thereof did acknowledge himself liable to be prosecuted for the Amount This Court doth therefore think fit to Order and Decree and

566

Read and filed 4 September 1764

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court Your Orator Joaquim Gregorio of Madras Inhabitant that Ponhalow Vencatakrishna of Madras Inhabitant stands indebted unto Your Orator in the sum of two hundred and seventy seven Pagodas fifteen Fanams and sixty Cash by Virtue of a Promissory Writing Obligatory bearing date the twenty fourth day of December one Thousand seven hundred and sixty three translate of which is herewith annexed for the inspection of this Honorable Court which sum after the rate of eight Shillings for every Pagoda will amount to One hundred and ten Pounds of Sterling money of Great Britain And Whereas Your Orator hath frequently and in an amicable manner requested Payment

But now so it is and may it please this Honble Court the said Ponhalow Vencatakrishna obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator prays Relief in such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Ponhalow Vencatakrishna 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 be decreed to pay unto Your Orator the aforesaid Sum of two hundred and seventy seven Pagodas fifteen fanams and sixty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it please this Honorable Court to cause the said Ponhalow Vencatakrishnah to be summoned and required by the Sheriff of Fort Saint George and Madraspatnam and the districts thereof to be and appear

Court first said and appointed then and there to stand to and abide by such Order and Decree therein as this Honorable Court shall then Meet.

Chas Bromley
Attorney for the Complainant

25th December 1762

I Ponhalau Vencatta histnah do hereby acknowledge to have granted this Obligation to Sambaladau Seddy Ramah Chitty upon account of his giving Coral Beads to the Value of two Hundred and seventy seven Pagodas fifteen fanams and sixty Cash to Paddamie Gassum which Sum I promise to pay in two Months from this date, but less default of Payment then and in such case thereof Sum is payable on demand with Interest at the Rate of Eight p Cent p Annum Witnesses Hoorhalau Peraiah, Ramanjalou Seranga Chitty drawn by Nimna Rausoo Sorbayah

/ Signed / Ponhallau Vencatta hestnah

Said to be a true translation from the Original Gentoo by Cenacapa Sworn Interpreter

Madras 1st September 1764

I Sambaladau Seddy Ramah Chitty of Madras Merchant do hereby for me by Heirs Executors Administrators and Assigns transfer and make over unto Joaquim Gregorio also of the same Place Inhabitant his Heirs Executors Administrators and Assigns all my Right and Title to the Sum of two hundred and seventy seven Pagodas fifteen fanams and sixty Cash Value as per Ponhalau Vencatta histna arising upon his said Obligation bearing date the 25th day of December in the Year of our Lord one thousand seven hundred and sixty three with all such Interest as now is or shall hereafter become due thereon for his the said Joaquim Gregorio's own proper Use and I bind myself my Heirs &c to make good the Assignment of the said Note of hand for the Sum of two Hundred and

Witness and Year above written

Mayor's Court Cat Madraspatnam

Tuesday the 27th day of August Anno Domini 1765

Present

Claud. Russell Esquire Mayor
Edward Raddon — Anthony Sadlier
& Reynold Adams — Aldermen

Between Joaquim Gregorio of Madras Inhabitant Complainant and Ponhalau Vencatahistna of Madras aforesaid 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 Two Hundred and seventy seven Pagodas fifteen fanams and Sixty Cash Pagodas 277 15. 60. / together with such Interest as now is or shall hereafter become due thereon until full payment is made according to the Tenor of the Obligation and for also all Costs of this Suit

By Cur

Mayor's Court

Read and filed

To the Honble the Mayor Court at Madraspatnam

Your Orator John Philip Fabricius English Mesionary of Cepery and Augatapun of Madras inhabitant stands indebted unto Your Orator in the full and Just sum of Forty Pagodas Current Money of Madras Making in Sterling Money of Great Britain Two hundred Every Pagoda Eight Shillings the Sum of Sixteen Pounds as Appears upon a Mortgage Obligation bearing date the Nineteenth day of October in the Year of Our Lord One thousand Seven hundred and Sixty three as will more fully and at large appear by a Translate of the said Obligation hereunto annexed for the inspection of this Hon'ble Court and to which Your Orator Most humbly refers and prays the same may be admitted as part of this Your Orator's 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 Augatapun of the said Sum of Forty Pagodas

But now so it is and may it Please this Hon'ble Court the said Augatapun Obstinately and wilfully refuses to pay Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays Process of this Hon'ble Court may issue to Compel the said Augatapun personally to be and appear before this Hon'ble Court at a certain time as to this Hon'ble Court shall appear agreeable to Equity and good conscience to the End therefore that the said Augatapun 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 Distinctly to all intents and purposes as if the same were here again repeated and Interrogated and to Decree to pay unto Your Orator the aforesaid Sum of Forty Pagodas with all such Interest due thereon also all Costs of this Suit

May it please this Hon'ble Court to Cause the said Augatapun to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear at certain time and Place to be by this Hon'ble Court Limited and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Hon'ble Court shall seem Meet

Will.m Cranwell
Attorney for the Complainant

Cepery the 19.th October 1763

I Augatapun Son of Mallayo dundan Germany at Tripliecane do hereby acknowledge to have given this Mortgage Obligation of My House unto the Reverend Mr. John Philip Fabricius English Mesionary of Cepery standing and being Situated on Germanys Street of the East Side of Tombo Chetty's Garden and the West side to the Coppum Between the Houses of Brincourn and Ramun which said House and with all the House Materials together I have Mortgaged unto the said Reverend Mr. John Philip Fabricius for the Sum of Forty Pagodas which I Promise to Pay with the Interest at the Rate of Nine per Cent per Annum on or before the 25. March 1764 and in default of Payment I empower him to sell the said House, Drawn and Signed

By
Augatapun

Witnesses
Nimah Pillah
Ramo Nincapun

A True Translate as near as can be from the Original Malabar by Comapah Sworn Interpreter

Will.m Cranwell
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 27.th day of August Anno Domini 1765

Present
Eland Rusell Esquire Mayor
Edward Raddon — Anthony Sadlier
Reynold Adams — Aldermen

Between John Philip Fabricius English Mesionary of Cepery Complainant and Augatapun of Madras Inhabitant

hath been served with the usual Rules to Answer the Complainants Bill which hitherto wilfully and obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Forty Pagodas Pagodas 40 — together with such Interest as now is or shall hereafter become due thereon until full Payment is made according to the Tenor of the Obligation and for also all Costs of this Suit

By Court

Read and filed
24th April 1762

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Oratrix Elizabeth Eder of Madras Spinster that whereas your Oratrix having lived with Edward Edwards late of the same place Merchant deceased in the Capacity of House keeper upwards of the Space of four years the said Edward Edwards in Consideration of your Oratrix's Services did in his Life time Give assign and make over to your Oratrix a Brick House and Ground Situate at St Thomas Mount within the Jurisdiction of this Honble Court and whereas the said Edward Edwards having departed this Life One Cheppermal Chitty hath obtained from this Honble Court Letters of Administration to the Estate of the said Edward Edwards who upon taking possession of the Effects of the said Deceased has Unjustly and Unlawfully detained from your Oratrix the Bill of sale of the said Premises Together with a Deed of Gift of the said Edward Edwards thereunto Annexed which at the time of the decease of the Said Edward Edwards and at the time the said writing was taken from your Oratrix was deposited in a Escritore the Property of your Oratrix And whereas your Oratrix hath frequently and in an amicable manner demanded the delivery of the said Writings from the said Cheppermal Chitty

But now so it may please this Honble Court the said Cheppermal Chitty obstinately and wilfully Refuses your Oratrix any manner of Satisfaction for the premises Your Oratrix therefore humbly Prays that such as to this Honble

a True and perfect Answer make to all and Singular the matters and things herein before alledged and set forth as strictly fully and effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and be Particularly Interrogated whether he the said Cheppermal Chitty or any other for Him did not after Inspection of the said Bill of Sale and deed of Gift promise to Return the same to your Oratrix And that the said Cheppermal Chitty may be decreed to deliver up to your Oratrix the said Deeds also to pay all Costs of this Suit

May it please this Hon'ble Court to cause the said Cheppermal Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam And Districts thereof Personally to be and appear at a certain time and Place to be by this Honble Court Prefixed and appointed then and there to Answer this Your Oratrix Bill of Complaint and further to stand to and abide such Order and Decree as to this Hon'ble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Read and filed
24th April 1762

The Answer of Cheppermal Chitty of Madras Merchant Administrator to all and Singular the Goods and Chattels Rights and Credits of Edward Edwards late of Fort Saint George Merchant who died intestate, to the Bill of Complaint of Elizabeth Eder

This defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit of Exception to the many Errors uncertainties and Imperfections in the said Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is any ways material for him to make answer unto he Answereth and saith That by Virtue of Letters of Administration granted to him as a Creditor of the deceased Mr Edward Edwards above named he took possession of all and every the Estate and Effects of the said Mr Edward Edwards and that in pursuance of such Authority he became lawfully possessed of such Effects and that such Deed or Writing called a Bill of Sale specified in the Complainants Bill fell into the hands of this Defendant as part of the Estate of the said Mr Edward Edwards which said Bill of Sale he

Samuel Moses to the said Edward Edwards for the Consideration of two hundred Pounds by him paid to the said Samuel Moses reference to the same will more fully appear which said Deed this Defendant believes the same to be the identical Instrument set forth in the Bill of Complaint But as to any other Deed or Instrument said to be a Conveyance of the said Bill of sale by Deed of Gift this Defendant knows nothing of other than an endorsement on the Bill of sale in these Words Fort St George Decr 25th 1759 Thereby give and bequeath the Contents of this Paper to Elizabeth Cole Edward Edwards which devise this Defendant look upon to be conformable to some Will made in the Life time of Mr Edward Edwards on or about the date of such Indorsement wherein it would have appeared that the said Elizabeth Cole was a Legatee which if admitted this Defendant saith nothing could pass thereby in preference to the Creditors of the said Mr Edward Edwards whose Estate was not sufficient to discharge the just Demands of such Persons whose Claims in priority of satisfaction must take place before Legatees And this Defendant further saith that he verily believes that the intention of Mr Edward Edwards were entirely altered by some subsequent Circumstances which are as follows that the said Mr Edward Edwards some Considerable time after the date of the Indorsement so by him made desires several of his Friends by Writing (which this Defendant will produce in due Course of time) as well as Speech to sell such his House and Ground at the Mount (the same being the premises mentioned in the Bill of sale and which the Complainant pretends ought to) by Publick Outcry for a particular Sum of money by him stated which said Friends or Agents of this Complied with his desires and did actually offer to sale such premises before recited but no Purchaser appeared from which Circumstances this Defendant was induced to believe that the intentions of Mr Edward Edwards were altered and that he had in some other shape satisfied the Complainant for her Services and that he the said Mr Edward Edwards at the time of the Indorsement made intended that the Premises in dispute should be Conveyed by Will as a Legacy to the Complainant and for the better describing the Devise he is intended to leave he made such a Memorandum but as to any Disputes that might arise after his Decease and to particularize such Devise so by him left and set forth in the Will that is supposed to have been there made the Circumstance before set forth and the Tenor of the Devise by the indorsement made were the inducements that this Defendant to act in the manner he has already

be in a Scrutore but of this matter this Defendant cannot properly speak to but whether belonging to Mr Edward Edwards or the Complainant this Defendant cannot set forth but as the Bill of Sale was wrapt up with several other Papers belonging to the deceased and found in the House of the said deceased this Defendant imagined the same to be part of the Estate therefore for the Benefit of the Creditors and by Virtue of his Authority he possessed himself of the same And this Defendant lastly saith that to any promise made to the Complainant by him to return the Bill of Sale after inspection he denies to have made any such promise but admits to have said that if the Instrument appeared clear to him in the Nature of a Gift and that he could thereby sufficiently discharge himself of the same he would return the Bill of Sale whereas as this Defendant is advised (and of which the Complainant is not ignorant of) that by such Writing on the back of the Bill of Sale the intention of Mr Edward Edwards cannot be put in to Execution by means of the insufficiency of such Conveyance therefore the Promises of this Defendant (if any made) was Conditionally

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

C. Bromley
Attorney for the Defendant

Read and filed
6th November 1764

The Replication of Elizabeth Cole to the Answer of Peppermint & Others

This Replicant now and at all times hereafter saving and reserving to herself all and all manner of Benefit and advantage of Exception to the many Errors uncertainties and insufficiencies in the said Answer contained for Replication thereunto saith that the said Answer is very Untrue and insufficient in the Law to be Replyed unto for divers manifest imperfections and uncertainties therein Contained The Benefit of Exception thereunto being now and at all times saved unto this Replicant All which matters and things this Replicant is ready to ever maintain and prove as this Honble Court shall direct and humbly prays as in and by her said Bill she has already prayed

Read and filed
6th November 1764

The Rejoinder of Chepperma Chitty to the Replication of Elizabeth Cole

The said defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication for Rejoinder saith as in and by his said Answer he hath already said and that the matters and things therein Contained is true certain and sufficient in the Law to be replied unto and that he will aver maintain and prove all and every the matters and things contained in his Answer to be just and true in such manner as is therein all Ready and expressed And this Defendant also saith that the said Replication of the Complainant is uncertain and insufficient in the Law to be rejoined unto by the said Defendant All which matters and things this Defendant is ready to aver and prove as this Honorable Court shall award and therefore prays as before in his said Answer he hath prayed

Chas Bromley
Attorney for the Defendant

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the part of the Complainant wherein Elizabeth Cole late of Fort Saint George Spinster is Complainant and Chepperma Chitty of the same place Merchant Administrator to the Estate of Edward Edwards late of the same place Merchant deceased Defendant

To the Witnesses Produced by the Complainant

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

Daniel de Castro

2d Declare Do you Know or do you not Know or are acquainted with the Bill of Sale now shewn you If Yea how long have you so known them or either of them and by what and whose means became you so acquainted with them or either of them

that the hand writing wrote underneath the said Bill of Sale is Mr. Edward Edwards this Deponent knowing it by receiving several Letters from him and on Mr. Edward Edwards own acknowledgment when Mr. Edward Edwards gave this Deponent the Bill of Sale at the time the house was to be put up to Outcry this Deponent saw the Indorsement thereon and asked Mr. Edward Edwards what it meant, who told him it was at consequintiat as Mrs. Elizabeth Cole had given her consent for the sale of the said house, provided it should not be sold for less than seven hundred Pagodas more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom

Examined

Daniel de Castro

Mayors Court at
Madraspatnam

Between Elizabeth Cole Complainant and Cheperumal Chetty Defendant

Depositions of Witnesses taken in this Cause, & sworn before the Examiner in this Court as follows viz.

Coja of Madras Dubash aged 34 Years or thereabouts, being produced as a Witness in the Cause on the part of the Complainant was on the 18th day of February 1765 sworn at the Office of Mr. Charles Brantley Attorney for the Defendant by Compra who by Interpreter of the name Sitlevand Peace of Abode of the said Deponent, and afterwards on the same day being sworn and examined deposeth as follows viz.

To the first Interrogatory this Deponent saith, he has known the Complainant 14 Years and the Defendant 18 Years or thereabouts

To the third Interrogatory this Deponent saith, he is acquainted with the Bill of Sale now shewn to him, and the manner how he came acquainted therewith is, that when Mr. Edward Edwards left home he was his Dubash at which time Doctor Sprat & Mr. Daniel de Castro came to Mr. Edward Edwards and asked why he kept a house at the Point, which cost him ten Pagodas every Month he had better sell it. Mr. Edward Edwards thereupon told this Deponent to put up a Paper at the Sea Gate, signifying that the house there was to be sold by Outcry at

Edwards and desired from him the Bill of Sale of the said house upon seeing a Writing thereon giving over the said house to Elizabeth Cole, Doctor Sprat was angry, and asked Mr. Edward Edwards being so much in debt, how he could make over the House to Elizabeth Cole what passed in conversation afterwards this Deponent did not hear but accompanied Doctor Sprat to the Sea Gate with the Bill of Sale to make the Outcry where no body bidding a sufficient price, the house was not sold on which the Bill of Sale was again returned to Mr. Edward Edwards more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom

Examined

Interrogatories to be Administred touch Witnesses as shall be produced sworn and Examined in a certain Cause depending and at Issue in the Hon'ble the Mayors Court at Madraspatnam Wherein Elizabeth Cole of Madras Inhabitant is Complainant and Cheppermaul Chetty of Madras Merchant Administrator to the Estate and Effects of Edward Edwards late of Fort Saint George Merchant who died intestate is Defendant On the part of the Defendant

Interry 1st ..... Do you know or are you acquainted with the parties in the Title of these Daniel de Castro Interrogatories named, if yea, how long have you known them or either and which of them Declare?

Daniel de Castro 2d ..... Do you Know or are you acquainted with the Writing here to shewn you Marked A purporting to be a Bill of Sale together with the Indorsment thereon if yea, whose hand Writing is such Indorsment

Daniel de Castro 3d ..... Did you receive the Paper Writing marked B here to annexed and shewn to you at this the Time of your Examination if yea by whom was such Note sent the day and Year that such Note you received & Declare the same according to the best of Your Remembrances

Daniel de Castro 4th ..... Did you or did you not, in pursuance of the tenor of such abovementioned Note comply with the Contents thereof, if yea how far was such Contents complyed with if not Complied with, the reasons for such non Compliance and the matters relative to this Transaction set forth and Declare according to the best of your Knowledge and Remembrances

Daniel de Cast 5th ..... Do you Know any the matter or things whereof you be or can

you desire any thing touching the matters in Question in this Cause that may tend to the Benefit and Advantage of this Defendant besides what you have been before examined unto Declare the same fully and at large as if had been thereunto particularly Interrogated.

Chas Bramley
Attorney for the Defendant

Knowall Men by these Presents that I Samuel Moses of Fort Saint George Merchant have Bargained and sold and by these presents do Bargain and Sell unto Messrs Edward Edwards and Samuel de Castro of Fort Saint George Merchants for and in Consideration of the Sum of Two Hundred Pagodas to me in Hand Paid by them all that House and Ground at Saint Thomas's Mount formerly belonging to William Perceval Esqr Adjoyning to the House of Mr Henry Conset Esqr on the Mount Road and Fronting the House and Garden of the late William Monson Esqr To have and to Hold the said House and Premises with every Part thereof unto them the said Edward Edwards and Samuel de Castro their Heirs Executors and Assigns for ever In Witness whereof I have hereunto Set my Hand and Seal in Fort Saint George this 5th Day of September 1753

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the Presence of Us
Jn.o D'Morgan
Jos. Moses

Sam.l Moses (Seal)

Received of Mr Edward Edwards Eighty Pagodas for my half of the Messuages mentioned in the Bill of Sale or Conveyance (as the case shall be) sold to the said Mr Edward Edwards the said half share of the I have now no further or Claim to the said House and Ground

Fort St George December 25th 1757

I hereby give and bequeath the Contents of this paper to Elizabeth Cole

Edw.d Edwards

This paper Writing was shown to Mr Daniel de Castro and Appoo at the time of their Examination before me in a Cause depending in the Mayors Court at Madraspatnam wherein Elizabeth Cole of Madras Inhabitant is Complainant and Cheppenmal Chetty of the same Place Merchant Administrator to the Estate and Effects of Edward Edwards late of Fort Saint George Merchant is Defendant this 14th day of February Anno Domini 1765

Richard Latham
Examiner

Sir

You may put up the Mount house if you please to be delivered in a fortnight from the day of Sale I have sent the Deed to Capt Pascal

14th February

Sir
your most Obedient Servant
Edw.d Edwards

This paper Writing was shown to Mr Daniel de Castro at the time of his Examination before me in a cause depending in the Mayors Court at Madraspatnam wherein Elizabeth Cole of Madras Inhabitant is Complainant and Cheppenmal Chetty of the same place Merchant Administrator to the Estate and Effects of Edward Edwards late of Fort St George Merchant is Defendant this 14th day of February Anno Domini 1765

Richard Latham

Mayors Court at
Madraspatnam

Between Elizabeth Cole Complainant
and Cheppermal Chitty Defendant

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

Daniel de Castro of Madras Merchant Aged 20 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 11th day of February 1765 shewn at the Office of Mr Archdale Palmer Attorney for the Complainant by Jenapa, who left a Note 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 the —

To the first Interrogatory this Deponent saith, he has known the Complainant 6 Years and the Defendant 15 Years or thereabouts —

To the second Interrogatory this Deponent saith, he is acquainted with the Writing shewn to him marked A purporting to be a Bill of Sale and that the Indorsement thereon is the Hand Writing of Edward Edwards late Merchant —

To the third Interrogatory this Deponent saith, he did receive the Paper Writing marked B now exhibited, which was sent to him by Mr Edward Edwards three Years ago or thereabouts to the best of his remembrance —

To the fourth Interrogatory this Deponent saith upon receipt of the aforesaid Note, he put up a Paper at the Sea Gate mentioning the day the house would be set up to Sale; in the morning of which day this Deponent waited on Mr Edward Edwards desiring he would give him the Bill of Sale thereof that he might deliver it to the Purchaser, at which time this Deponent saw the Indorsement thereon, and asked Mr Edward Edwards what it meant, who told him it was not consequential as Mrs Elizabeth Cole had given her consent to the Sale of the said house, provided it should not be sold for less than seven hundred Pagodas —

To the fifth Interrogatory this Deponent saith, the money arising from the sale of the said house would have been received by Mr Edward Edwards but Mr Edward Edwards having given his promises over to Consent — this Deponent supposes the same to this — To the last Interrogatory

Richd Smith

Read and filed
15th March 1765

583

To the Honble the Mayors Court
at Madraspatnam —

Humbly complaining sheweth unto this Honble Court your Orator Edward Brightman of Calcutta in the Kingdom of Bengal by his Attorney Archdale Palmer of Madras Merchant that Elizabeth Cole late of Madras Spinster did on or about the sixth day of July One thousand seven hundred and sixty two Exhibit a Bill in this Honble Court against one Cheppermal Chitty of this place Merchant and Administrator to the Estate of Edward Edwards late of Madras deceased since which the said Elizabeth Cole has solemnized a Marriage with your Orator for Reasons whereto the said Cause abated To the end therefore that the said Cheppermal Chitty may shew Cause if he can why the said Bill of Complaint should not stand Revived and be in the same Plight and Condition as it was in at the time of Your Orators said Marriage and that the same may stand Revived accordingly And to that end may it please this Honble Court to Grant Your Orator a Summons to Revive the said Bill to be directed to the said Cheppermal Chitty thereby Commanding him at a certain Day and time to be limitted personally to be and appear before this Honble Court then and there to shew Cause why the said Bill between Elizabeth Cole the former Complainant and the said Cheppermal Chitty the Defendant should not be Revived and further to stand to and abide such Order direction and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 27th day of August
Anno Domini 1765

Present

Claud Russell Esquire Mayor
Edward Radd[illegible] Anthony Sadlier
Reynold Adams Aldermen

Between Elizabeth Cole late of Madras
Spinster Complainant and Chepp[illegible] Chitty

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill, The Defendants Answer, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant On hearing the Pleadings made use of by the Attornies and in due Consideration had thereon Appearing to the Court that the Endorsement on the Bill of Sale cannot be looked upon as a Deed of Gift for the want of the forms necessarily incident for the making a Deed Valid and that the Complainant can only by Virtue of the said Endorsement be considered as a Legatee to the Estate of the deceased Edward Edwards This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill shall stand dismissed with Costs

Per Curr

Read and filed
23 April 1763

To the Honble the Mayors Court
at Madrapatnam

Humbly Complaining shew unto this Honble Court Your Orator Thomas Rodgers of Madras Merchant that whereas Gold Pollon Vengaty of the same Place Inhabitant stands indebted to your Orator in the full and just Sum of One Hundred and Ninety Nine Pagodas Current Money of Madras Weighing one hundred Money at the Rate of Eight Shillings each Pagoda the Sum of Twenty Nine Pounds Twelve Shillings as will more fully appear by his Obligation bearing Date the Twenty Seventh Day of December In the Year of our Lord One thousand Seven Hundred and Sixty four which is ready to be produced when this Honble Court requires And your Orator humbly informs this Honble Court that he hath often in a friendly manner required the Payment of the aforesaid Sum of the said Gold Pollon

any Manner of Satisfaction touching the Premises, Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good conscience To the End therefore that the said Gold Pollon Vengaty may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before alledged and set forth as truly fully and effectually to all Intents and Purposes as if the Same was here again repeated and interrogated and be Decreed to pay unto your Orator the said Sum of One Hundred and Nine by Nine Pagodas together with all the Interest that now is, or may hereafter become due thereon, also all Costs of this Suit

May it please this Honble Court because the said Gold Pollon Vengaty is to be Summoned and required by the Sheriff of Fort St George and Town of Madraspatnam and Districts thereof personally to be and appear at a Certain Time and Place, to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree as shall seem Meet to this Honble Court

Wal Braddyll
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 3d day of September
Anno Domini 1765

Present
Claud Russell Esquire Mayor
Peter Marriott — Thomas Powney &c
Anthony Sadlier — Aldermen

Mayors Court

Between Thomas Rodgers of
Madras Merchant Complainant and
Gold Pollon Vengaty of the same place
Inhabitant Defendant

The defendant being in Court and acknowledging the

and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of One Hundred and Nine Pagodas Nine fanams and Forty Nine Cash with such Interest as may be due thereon from the time of the Obligation aforesaid until full Payment is made according to the Tenor of the Obligation and for also all Costs of this Suit

Recd and filed July 1762

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Shewn Unto this Honorable Court Your Orator Narsejous Rodrigues of Madras Writer that Vencatta Narrain also of the same Place Merchant & Brother and Heir to Pankaulam Narrainapah late of the same Place Merchant now Stands Indebted to Your Orator in the full and just Sum of One Hundred and Twenty Seven Pagodas Nine fanams and Forty Nine Cash Current Money of Madras Makings or Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Fifty Pounds and Eighteen Shillings or thereabouts as will more fully and Clearly Appear by Reference being had to the Account Current with a Transfer of the same hereunto Annexed for the Inspection of this Honorable Court which your Orator most humbly Refers and Prays the same may be Admitted as part of this Your Orators Bill of Complaint

Your Orator further humbly Sheweth that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of One Hundred and Twenty Seven Pagodas Nine fanams and Forty Nine Cash from the said Vencatta Narrain

But now so it may it Please this Honorable Court the said Vencatta Narrain Wilfully and obstinately Refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays Against such Order as this Honorable Court shall

things herein before Alledged and Set forth as fully Truly and Effectually as if the same were here again Repeated and Interrogated and be Answered to Say unto Your Orator the aforesaid Sum of One Hundred and Twenty Seven Pagodas Nine fanams and Forty Nine Cash with the Interest that may be due thereon also All Costs of this Suit

May it Please this Honorable Court to Cause the said Vencatta Narrain to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Severally to be and Appear at a Certain time and Place to be by this Honorable Court Appointed and Injoined 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 Honorable Court shall seem Meet

Richd Fyfe
Attorney for the Complainant

Dr Pankaulam Narrainapah Dec in Account Current with Irshapah Chetty & Co

1752						1752				
Nov.r	23	To Cash & Sundries as Obligation		100	-	March	28	By Cash in Part	50	-
Dec.r	27	To ditto	ditto	38	-	October	26	By ditto	25	-
1753							28	By ditto	30	-
Febry	20	To ditto	ditto	12	-			By ditto	30	-
May	20	To ditto	ditto	10	-				135	-
Nov.r	14	To ditto	ditto	4	-			By Interest on 50 for 132 2 @ 9 p.Ct	15	27 65
	30	To ditto	ditto	2	-			By ditto on 25 103 4 do	19	12 -
1752								By ditto on 60 102 2 do	60	19 20
Jan.y	1	To ditto	Rup.s 45 @ the Cash Pagodas	12	-				146	17 25
	26	To ditto	ditto 22 p.c ditto	6	-			By Ballance	127	9 49
Febry	17	To ditto	ditto 41 p.c ditto	11	3 7			Pagodas	273	26 74
			Pagodas	176	3 -					

					D	F	C
To Interest on	Pc	for	126	2 @ 9 p.Ct	11	24	60
To ditto	38		125 2	do	35	25	16
To ditto	12		122 10	do	11	3	48
To ditto	10		120 -	do	8	25	10
To ditto	4		102 16	do	3	2	56
To ditto	2		102 -	do	2	10	46
To ditto	12		101 -	do	9	3	18
To ditto	6		100 3	do	4	18	20
To ditto	11.3		99 23	do	8	8	16
				Pagodas	177	23	74

Errors Excepted
Fort St George 24th May 1762
(Signed) Irshapah Chetty

Irshapah Chetty do hereby Transfer and make over to Narsejous

now Received from) All my Right and Title to the Ballance of the said two Accounts Current due home from Tankarl an Ramanapah Naick with all such Sum or Sums as is or shall hereafter become due thereon In Witness I have hereunto Set my hand on Fort St George this third Day of July One thousand Seven hundred and Sixty two

(Signed) Ishapah Chilly

Read and filed
8th March 1763

The Answer of Comelo. Narrain of Madras Merchant Defendant to the Bill of Complaint of Narrapa Modgee of the same place Weaver Complainant

This Defendant saving and Reserving to himself now and at all times hereafter all Benefit of Exception unto the Uncertainties, Insufficiencies and Imperfections in the said Bill of Complaint Contained for a full plain, perfect and Direct Answer unto all and Every the Matters and things where in are in the said Bill of Complaint Contained in any sort or wise Material or Effectual for this Defendant to Answer unto This Defendant Answereth and Saith that he is not Indebted unto Narrapa Modgee the Sum of one hundred and Twenty Seven Pagodas nine Fanams and forty seven Cash as is set forth by the Complainant but that the Complainant is Indebted to this Defendant on the twenty fifth of July in the Present Year of our Lord one thousand seven hundred and Sixty two the Sum of three hundred and Seventy One Pagodas, seventeen fanams and Eleven Cash as will more fully Appear by the Account Current Annexed to this Defendants Cross Bill of Complaint

In Answer to the several Articles Credited in the Account Current Annexed to the said Bill of Complaint this Defendant Saith for that he admitts that his deceased Brother Ald Ramma the Transferer Ishappa Chilly) the Sum of One hundred Pagodas in the said Brothers Allegation which the Complainant Admitts to have been fully discharged by Crediting them for three hundred and Thirty five Pagodas But the Complainant has Wilfully omitted to bring any other of the Credits Opposite which were Mortgaged to this Defendant together with the Debt never to be

Though demanded of him who put this Defendant off with frivolous Excuses this Defendant Hitherto not so desirous of omitting or Concealing any part of this his Answer has taken the Liberty to Debit the Complainant with the said Transaction in the Account Current Annexed to his Cross Bill as to the other sums Debited to this Defendant in the said account In Answer hereto this Defendant Refers to the Account Annexed to the Cross Bill of this Defendant where he has Credited the said Ishappa Chilly with more than the amount of what the Complainant has Debited his Deceased Brother for As to the several Articles Credited to this Defendants said Brother in the said Account this Defendant in Answer thereto must also Refer to the Account Annexed to his said Cross Bill on which this Defendant Exclusive of the amount of the Mortgaged Opium Debt the said Ishappa Chilly in several Articles for Principal money in the Sum of Two hundred and fourteen Pagodas two fanams and Twenty Cash being Seventy nine Pagodas Two fanams and Twenty Cash more than the Principal money of the several Articles Credited by the Complainants said Transferer Buten Order further to Shew to this Honble Court the Unjustness of the said Demand as well as the Litigious and Vexatious disposition of the said Ishappa Chilly this Defendant sets forth that One Frances Maney on the first day of June in the Year of our Lord one thousand seven hundred and Sixty two filed a Bill of Complaint against this Defendant for the very same account as is now before this Honble Court, who this Defendant believes being well assured of the Insufficiency thereof withdrew his Bill from this Honble Court a Copy whereof obtained from the Registry of this Honble Court This Defendant now Annexes to this Answer To which he most Humbly prays Reference But what he would more particularly point out to this Honble Court is that the Complainant is not possessed of a proper Right to sue this Defendant in this Honble Court on the said Demand as the said Transferer Ishappa Chilly had before made over his Right to the said Frances Maney he could not afterwards Invest such Right in any other

All 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 on this behalf most wrongfully Sustained

Archdale Parker
Money for the Defendant

Read and Filed
1st June 1762

To the Honorable the Mayor's
Court at Madraspatnam

Humbly Complaining Shews Unto this Honorable
Court Your Orator Frances Massey of Madras Merchant That Pankaulau Narrainapah Naick
Resident at the same Place Merchant Stands Indebted to Your Orator in the full
and just Sum of one Hundred and Twenty Seven Pagodas Nine Fanams and Forty Nine
Cash, Making in Sterling Money of Great Britain Accounting every Pagoda Eight
Shillings the Sum of Fifty Pounds Eighteen Shillings and One Penny as Annexed
as will more fully and at large appear by the Account Current with a Voucher thereof
hereunto annexed for the Inspection of this Honorable Court, to Which Your Orator
humbly Refers and prays the same may be admitted as part of this Your Orators
Bill of Complaint

And your Orator further Sheweth to this Honble Court
that he hath frequently in an Amicable Manner Requested from the said Pankaulau
Narrainapah Naick Payment of the said Sum of One Hundred and Twenty Seven
Pagodas Nine Fanams and forty Nine Cash

But now so it is may it Please this Honorable
Court the said Pankaulau Narrainapah Nick Wilfully and Obstinately Refuses
to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore
Prays Allgeneral Relief such as this Honorable Court shall appear agreeable to Equity and
good Conscience To the end therefore that the said Pankaulau Narrainapah Nick
May upon his Corporal Oath, a True and Perfect Answer Make to all and Singular the
Matters and things herein before Alledged and set forth, as fully, Truly and Effectually
as if the same were here again Repeated and Interrogated and to Answer to Pay unto Your
Orator the aforesaid Sum of One Hundred and Twenty Seven Pagodas, Nine Fanams and forty
Nine Cash with the Interest that may Become Owing also all Costs of this Suit

May it Please this Honorable Court to Cause the said
Pankaulau Narrainapah Naick to be Summoned and Required by the Sheriff of
Fort St George Town of Madraspatnam and the District thereof to be and appear at
[illegible] Court to Answer the Premises and Stand to and Abide such
Order and Decree thereon as to this Honorable Court shall seem Meet

Richd Feyle
Attorney for the Complainant

A true Copy
J. McStone
Regr

Dr Pankaulau Narrainapah Naick in Account Current with Ivshapah Chitty Cr

1750 Nov.r	23	To Cash Lent upon Obligation Dat	100	-	-	1752 May	26	By Cash in Part	50	-	-
Dec.r	27	To Cash Lent Ditto	28	-	-	Oct.r	26	By Cash	25	-	-
1751 March	26	To Cash Lent Ditto	12	-	-		28	By Cash	30	-	-
May	24	To Cash Lent Ditto	10	-	-			By Cash	30	-	-
Nov.r	14	To Cash Lent Ditto	4	-	-				195	-	-
	30	To Cash Lent Ditto	3	-	-			By Interest on Pags 50. 122. 2. Mths @ 9 p Cent	45	27	65
1752 Jan.y	5	To Cash Lent Rupees 45 @ the Exchange thereof	12	-	-			By Ditto 25 103. 0	17	12	-
	25	To Cash Lent Rupees 22½ p Ditto	6	-	-			By Ditto on 60 103. 2.	46	13	40
Febry	17	To Cash Lent Rupees 41½ p Ditto	11	2	-				246	17	25
		Pagodas	196	2	-			By Ballance due Me	127	9	49
		To Interest on Pagodas 100 for 126 Mths @ 9 p Cent	96	28	60			Pagodas	373	26	74
		To Ditto 38 125. 5	32	25	16						
		To Ditto 12 123. 10	11	2	18						
		To Ditto 10 120. -	8	33	10						
		To Ditto 4 102. 16	3	2	56						
		To Ditto 2 102. -	2	10	10						
		To Ditto 12 101. -	9	3	10						
		To Ditto 6 100. 5	4	18	20						
		To Ditto 11 99. 23	8	8	16						
		Pagodas	373	26	74						

Fort St George 31st May 1762
Errors Excepted
(Signed)
Ivshapah Chitty

Dr Ivshapah Chitty do hereby Assigns and make over to Frances Massey for a Valuable
Consideration now Received of him all my Right and Title to the Ballance of the above Account
Current for Obligation bearing Date the Twenty Third Day of November One Thousand Seven
Hundred and Fifty Granted to Me by Pankaulau Narrainapah Naick for the full and just
Sum of One Hundred And Twenty Seven Pagodas Nine Fanams and forty Nine Cash, with
Interest from the Date thereof @ Nine p Cent p Annum Witness My hand set hereto,
Madras 31 May 1762

(Signed)

Read and filed
8 March 1763

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining

Shew Unto this Honble Court your Orator Vencatta Narrain of Madras Merchant Brother and Heir of Ramkaulsa Narrainapah Nick Deceased That whereas Narcissus Rodrigues also of the same place Writer stands Indebted to Your Orator in the full and just Sum of three hundred and twenty One Pagodas, Seventeen Fanams and Eleven Cash Current Money of Madras which in Sterling Money of Great Britain at the Rate of Eight shillings every Pagoda will amount to the Sum of One Hundred and twenty Eight Pounds, Eleven Shillings and five Pence as thereon Books as will more fully and at large Appear by an Account Current for the Inspection of this Honble Court hereunto Annexed, to which your Orator must humbly refer and prays the same may be Admitted as part of this Your Orators Bill of Complaint and exhibited Your Orator hath frequently and in an Amicable Manner Requested of the said Narcissus Rodrigues to settle the said Account with Your Orator

But now so it is may it please this Honble Court the said Narcissus Rodrigues Obstinately and wilfully refuses your Orator any Manner of Satisfaction touching the Premises your Orator therefore Prays a General Relief such as this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Narcissus Rodrigues may upon his Corporal Oath a true and Perfect Answer make to all and Singular the Matters and things herein before Alledged and as 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 three hundred and twenty One Pagodas seventeen fanams and Eleven Cash with all Interest due thereon till full payment is made also all Costs of this Suit

May it please this Honble Court to Cause the said Narcissus Rodrigues to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear at a certain Time and Place to be by this Honble Court Limited and Appointed then and there to Answer the Premises and to Stand to and Abide such Order and Decree herein as to this Honble Court shall seem meet and your Orator shall ever Pray &c

Narcissus Rodrigues in Account Current with Vencatta Narrain

| | | |

Read and filed
2 May 1763

The Replication of Narrayen Rodrigues of Madras Merchant Complainant to the Answer of Cuncatu Vain also of the same Place Merchant Defendant

This Replyant now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many Errors and Insufficiencies in the Defendants said Answer Contained for Replication thereunto saith that all and Singular the matters and things in his Replyants Bill are true as the same are therein alledged as set forth and that the Answer to the said Bill is very imperfect and insufficient in the Law to be replied unto and this Replyant further saith that he does still insist that the Defendant is indebted unto him the Replyant in the full and just sum of One Hundred and twenty Seven Pagodas Nine fanams and Forty nine Cash as set forth in this Replyants Account Current annexed unto his Replycant and this Replyant further saith that the Defendant on the twenty fifth day of July which was in the Year of Our Lord One thousand Seven hundred and Sixty two in the Town of Madras Drew upon the Defendant and his Brother Ponhantan Narrainapah Naick for the Sum of three Hundred and Twenty one Pagodas Seven fanams and Eleven Cash as set forth by the Defendant in his Account Current with regard to the two Chests of Golconda Opium which the Defendant as pleaded he sold Bengall Opium the same was no more than Golconda Opium which is much inferior sort and not worth more than half the Price of Bengal Opium and this Replyant further begs leave to set forth that Ponhantan Narrainapah Naick deceased and Brother to the Defendant did on about the Twenty third day of November which was in the Year of Our Lord One thousand Seven Hundred and Sixty Borrow and Receive from the Transferee Inshapah Chitty the full and just Sum of One Hundred Pagodas, and for the security of the said Sum of One Hundred Pagodas the said Ponhantan Narrainapah Naick did leave with the said Inshapah Chitty Two House Bills of Sale and the said Two Chests of Golconda Opium were to be Deposited in the House of one Manawahem Chinna Comby Mastalier and for further Security the said Ponhantan Narrainapah Naick did give his Obligation and the said Inshapah Chitty Payable four Months after Date which said Obligation and the said two House Bills of Sale were to remain in the hands of the said Inshapah Chitty until Payment was made which has not been done to this day and this Replyant further begs leave to acquaint this Honble Court that the said Ponhantan Narrainapah Naick did come to the said Inshapah Chitty and desired him to let them take the said two Chests of Golconda Opium out of the House where they were Deposited in order to Sell the same and pay the said Inshapah Chitty his Money but the said Inshapah Chitty refused to let them have the said two Chests of Golconda Opium unless they would Pay him the Money and Interest due to him and this Replyant further begs leave to set forth that he could not agree with the Defendants Brother the said Ponhantan Narrainapah Naick to have his said Debt discharged but Desired that the said two Chests of Golconda Opium might be Sold and the Money Paid to the said Inshapah Chitty and this Replyant further begs leave to set forth that with regard to what the said Inshapah Chitty says concerning the two Chests of Golconda Opium that they were taken by the Enemy at the time they invested this Place with a great many more of the said Inshapah Chitty's goods and of much greater value this Replyant humbly Presumes that he is not liable to make good that loss as it was by Means of the Enemy this Replyant further begs leave to set forth that the sum of Two Hundred and Forty Pagodas which the Defendant has Debited this Replyant for an Account of the said Two Chests of Golconda Opium is an Exorbitant Price not to be supposed that the Defendants Brother the said Ponhantan Narrainapah Naick would have ever Proposed or Consented to Deposite with the said Inshapah Chitty his said two House Bills of sale the one of Forty four Pagodas, and the other of Twelves Pagodas, besides the two Chests of Golconda Opium which would be Giving the sum of Two Hundred and Ninety six Pagodas, as Security for the Loan of the said One Hundred Pagodas, so that it is very Clear and Demonstrable that the said Two Chests of Golconda Opium could not be worth more than half the sum that the Defendant has been Pleased to Debit this Replyant for

This Replyant further Prays leave to set forth that the Defendant and the said Inshapah Chitty a little time before the Transferee made did Settle and adjust their Accounts and the Defendant did then Promise to Pay the said Inshapah Chitty the Ballance of his Accounts in a few days time but the time that the Defendant appointed for the Payment of the said Balance being elapsed and the said Inshapah Chitty not finding any likelyhood of being Paid did one about the Month of April which was in the year of Our Lord One thousand Seven Hundred and Sixty two send by the hands of two Creditable Persons the said Two House Bills of sale together with the Obligation of the said Ponhantan Narrainapah Naick to the Defendant to Demand the Payment of the said Ballance Pursuant to his Promise upon the said Persons being made by the said Two Creditable Persons, the Defendant told them that he then was in great Distress but however he would then Pay them the Principal and Desired a further time for to Pay off the Interest the said Two Creditable Persons then Acquainted the Defendant that this Answer would not Satisfy the said Inshapah Chitty who had Desired them to tell him the Defendant that if he did not Pay both the Principal and Interest that the said Inshapah Chitty would immediately Transfer the said Debt to some other Person this Replyant does admit that one Francis Manery did file a Complaint against the Defendant in this Honble Court as the Defendant alledges but this Replyant does also admit that the said Francis Manery did withdraw his Suit as being un acquainted with the Nature of a Transfer but this Replyant humbly Presumes that that Has cannot be an Occasion or Obstacle that this Replyant ought not to be allowed the Benefit of his Action in this Honble Court nor can it be by any Means a Proof of this Replyant

the pretence of Error in this Replycand has by filing his Original Bill given the Defendant an Opportunity of Answering himself that pretended Error which he pretends to be in this Suit This Replycant humbly Conceives this Honble Court will not by Construction that his filing his Bill does in the least Prove that it Cannot be known to him being Eight years

All which matters and things the Replycant is ready to aver maintain and Prove as this Honble Court shall Direct and humbly Prays as in and by his said Bill he has already Prayed

Will.m Cranwell
Attorney for the Replycant

Read and filed
2 May 1763

Complainant has charged for the same this Defendant further saith that he does not admit that the said Sohapah Chitty were received from the Complainant or his Brother the said Pinhanlaes Narainpah Naick at different times to the amount of Two Hundred and Nine Pagodas Six fanams and Sixty Cash although the Complainant has been pleased to insert it in his Account Current annexed unto his Bill of Complaint neither can the Complainant produce any Vouchers or Proofs in support thereof on the contrary that Sum had been really paid what were his reasons for not demanding from the said Sohapah Chitty his said Two House Bills of Sale as also the said Two Chests of Golconda Opium

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

Will.m Cranwell
Attorney for the Defendant

Read and filed
2 May 1763

Answer of Narcissus Rodrigues of Madras Writer to the Compt.s Bill of Complaint of Venkatta Narrain

Defendant answering to himself at all times hereafter saving and reserving to himself all manner of benefit of exception to the many Errors Incertainties and untruths in the said Bill of Complaint for Answer thereunto or unto so much thereof as this Defendant is advised is Material for him to make answer unto this Defendant answering says that he is not Indebted to the Complainant in the Sum of Two Hundred and Nine Pagodas Six fanams and Sixty Cash mentioned in the Account Current annexed to the said Bill of Complaint as in the said Account Current is set forth and this Defendant denies that the Complainant is entitled to this Defendants Answer thereto and this Defendant denies that the Complainant has any Vouchers or Proofs to produce in support of the said Account Current and this Defendant denies that the said Sohapah Chitty delivered to this Defendant the said Two House Bills of Sale and Two Chests of Golconda Opium mentioned in the said Account Current and this Defendant denies that the said Sohapah Chitty paid the said Sum of Two Hundred and Nine Pagodas Six fanams and Sixty Cash to this Defendant as in the said Account Current is mentioned and this Defendant denies that the said Sohapah Chitty paid the said Sum to this Defendant on the Account of the said Pinhanlaes Narainpah Naick for the said Two House Bills of Sale and Two Chests of Golconda Opium and this Defendant denies that the said Sohapah Chitty paid the said Sum to this Defendant on the Account of the said Pinhanlaes Narainpah Naick for any Merchandize whatsoever

[illegible] Chetty [illegible] Reply[illegible] [illegible] Reply[illegible] [illegible] Reply[illegible]

ditto Sohapah Chitty Recibo dous Caxeros de Assas de Bengala pouco este Respondente
re admite que o ditto Sohapah Chitty Recibo dous Caxeros de Assas de Golconda o qual
he ou inferior Qualidade inão se vai Acima de Metade do preço que este Suscante fez
Carregado, Este Respondente diz Ainda mais que elle não the Admite Sohapah Chitty
Recibos do Suscante nem de seu Irmão Ponhalau Naminapa Naick em Cazas algua
a conta de dous Lentos e Nove Pagodes dos ferreens e trinta Cazes vendas que Suscante
foy servido de lhe dar na sua Conta Corrente Annexa a Primeira Mette sincoenta
Setenta, Cento Seis, Hoze e Trinta Pagodes de Importe do Suscante ao ditto Ponhalau
Naminapa Naick e todos quaes Somas com os ferreens e Cazes a Remando com ella faz
Nunca o Suscante pode produzir algum Conhecimento ou Somas, e Importe destas
em o Contrario a aquelle Somas se foy em Poder do Respondente, qual hera as Vinguns dellas de
não Remandar de ditto Sohapah Chitty o ditto Recibo dellas ou dellas dous papeis de
Cazas dellas Sambem ao ditto dous Caixeros de Assas de Golconda

Todas quaes Materias e Cauzas este Respondente estar Prompto
de Mantenar e provar como este Honorable Corte se ade Dignar e Humildemente
Roga de aquy adiante ser despachado com o seu Resonavel Gastos que por sua parte
era damente Sustentou

Rodrigues

The Rejoynder of Venkatta Narrain of Madras Merchant to the Replication of Narrainsa Rodrigues of the same place Writer

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 and untruths in the said Replication contained for Rejoynder thereunto saith that this defendants Answer is true and sufficient in the Law to be Replied unto And this defendant is further ready that he is not to prove that the two Chests of Opium Received in this defendants Answer and Mortgaged to the Honourable Company by Sohapah Chitty were Bengalls Opium and not Patna Opium as Received in the Replication

Brother Ponhalau Naminapah Naick did alone Borrow of the said Sohapah Chitty the Sum of One hundred Pagodas as recited by the Replyant for that the said Ponhalau Naminapah Naick in Conjunction with one Nannanahum Chinna atomby Modeliar borrowed the same as will appear upon a Translate of the Obligation given for the same hereunto annexed and which was given to this Defendants own Attorney by the Replyants Attorney

This defendant admits that his Brother did demand the delivery of the said two Chests of Opium But this Defendant denies that the said Sohapah Chitty told his said Brother at that time what the Replyant has asserted for the said Sohapah Chitty told this Defendants said Brother that he would settle the Accounts of his said Brother and deliver them up at which time this Defendants said Brother well Knew that he was in no Shape Indebted to the said Sohapah Chitty and if the said Sohapah Chitty had any reasons to think that this Defendants said Brother was then Indebted to him it was most certainly his Business to Enquaint and Show this Defendants said Brother that he really was so that supposing that the case this Defendants said Brother or the said Sohapah Chitty might dispose of the said Mortgaged Opium which was of much more value than the Sum of Money Borrowed upon the same as this Defendant will in due time prove and as it is true that this Defendants said Brother could dispose of it for advantage which the Replyant is pleased himself to acknowledge It therefore was Matter of very Little Import to this Defendant what became of the Opium after as this Defendant is well assured that the Respect must Lye upon the said Sohapah Chitty supposing what the Replyant asserts to be true of the said Opium being Lost on the Sage of this place

This defendant denies that the Opium and the Houses Mortgaged to the said Sohapah Chitty were of so small value as is Represented by the Replyant for at the time this Mortgage was made this Defendants said Brother had Intentions of taking up more money upon the said Mortgage

This defendant denies that the Peer did in any Shape promise or Consent to pay the said Sohapah Chitty the sum now demanded of him And as Proof of the unjustness of the present Demand this Defendant sets forth that the said Sohapah Chitty has given a Release to one Singapah Heir of Manniwahe Chinnatomby Modeliar one of the persons Jointly named in the Obligation before Recited And this Defendant says as in and by his said Answer he has already

to be True as the same is therein and thereby Alledged and Expressed.

Archdale Palmer
Attorney for the Defendant

Cross Replication

of Vencatta Narrain
of Madras Merchant to the Answer of Narcissous
Rodrigues of the same place Writer

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit of Exceptions to the many Errors Uncertainties and untruths in the said Answer Contained For Replication thereunto Saith that the said Answer is very untrue and insufficient in the Law to be Replyed unto And this Replyant further saith that he denies that his deceased Brother did never Receive any satisfaction for the Articles charged in his Cross Bill And this Replyant doubts not being able to Prove that the amount Charged by this Replyant for the Two Chests of Opium was Just and True

All which matters and things this Replyant 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.

Archdale Palmer
Attorney for the Replyant

Read and filed
6th December 1763

The Cross Rejoinder

of Narcissous Rodrigues
of Madras Writer Defendant to the Cross Replication
of Vencatta Narrain also of the same place Merchant
Cross Complainant

This Defendant now and at all

This Defendants Answer is certain True and sufficient in the Law to be replyed unto and this Defendant does still insist that the Complainants Brother Ponhaulaw Narrainpah Naick did receive full satisfaction for all and Singular the Articles charged in this Defendants Brother and by no means can this Defendant admit of that exorbitant Sum of two Hundred and forty Pagodas which the Complainant has charged for the Opium which is neither just nor True; as to the assertion of the Complainants in his Rejoinder denying that his Brother the said Ponhaulaw Narrainpah Naick never solely borrowed from Sethapah Chitty the Transferrer the Sum of Two Hundred Pagodas But that it was borrowed in conjunction with one Mannawakum Chintomby Modeliar is entirely false and without foundation and in order to set this matter in the clearest light This Defendant most humbly begs the attention of this Honorable Court to the following circumstance which he Humbly conceives will obviate this affair, that Cover about the twenty third day of November which was in the Year of our Lord one Thousand seven Hundred and fifty that the Complainants Brother the said Ponhaulaw Narrainpah Naick came solely and borrowed the Sum of One Hundred Pagodas on a Mortgage of his House and the two Chists of Opium which he was to deposite in the Hands of the said Mannawakum Chintomby Modeliar, and when he had so done which was on the very same day the said Ponhaulaw Narrainpah Naick came to the Transferrer the said Sethapah Chitty's House and brought along with him the said Mannawakum Chintomby Modeliar and at the desire of the said Ponhaulaw Narrainpah Naick one Singapah drew out the Obligation and at the bottom of the said Obligation the said Singapah wrote Singapah which is his own name signed by Mannawakum Chintomby's consent which might have been done probably through ignorance, as this Defendant suppose to give a Sanction or added Validity thereto so that it is very clear and conspicuous that the said Mannawakum Chintomby's name was put there, through the ignorance of the said Singapah, and not as one of the Persons that had borrowed the money and was anyway accountable to the said Sethapah Chitty the Transferrer for the Payment of the said Sum of one Hundred Pagodas which is corroborated by the Complainant himself in the Account Current of his Brothers and annexed to the Complainants Cross Bill where he has given the said Sethapah Chitty the said Transferrer Credit for the said Sum of one Hundred Pagodas by Cash received upon his House Bill of Sale and two Chests of Bengal Opium, and in consequently the said Ponhaulaw Narrainpah Naick did borrow and receive it solely (or else certainly the Complainant would have never have given this Defendant Credit for it, and this Defendant does still persist that what He hath already asserted in his Replication denies with all Circumstances matters of Facts and this Defendant

Transferrer had often times told the Complainants Brother in his life time that He would pay his money) But the said Pakandan Narrainpah Naick always replyed that he was unable to discharge the Debt and earnestly entreated the said Sashapah Chetty the Transferrer to have a little patience with Him as to the same if it were for a much inferior sort and not above Half the Sum charged for it by the Complainant for had it really been worth the pretended Sum of Two Hundred and forty Pagodas the Complainant would undoubtedly have disposed of it to his Brother in his life time would have sold it and not left it lie in the hands of the said Sashapah Chetty the Transferrer until the French Army invested Fort St George where it was Lost Notwithstanding what the Complainant hath therein alledged to the Contrary and this Defendant does solemnly protest that the Complainant Himself did promise to pay the said Sashapah Chetty the Transferrer the Sum demanded of him, As to the Release of the said Singapah Heir of the said Narrainpah and Chinsamy by Mandelier granted by the said Sashapah Chetty the Transferrer this Defendant admits that the said Release was given to him the said Singapah as there had been several Accounts between them and Also Part those Accounts had not the least connexion with this demand and not any way relative to the Allegation which the Complainants Brother the said Pakandan Narrainpah Naick did give unto the said Sashapah Chetty the Transferrer for the said Release was given on Account of their Dealings together and not otherwise

And this Defendant therefore saith that as to all and every the Matters and things in the said Complainants Bill of Complaint Contained He this Defendant is ready and willing to aver maintain and prove as this Honourable Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in the Law in this behalf most wrongfully sustained

Wm Cranwell
Attorney for the Cross Defendant

Interrogatories to be Administered to each Witness as shall be produced Sworn and Examined on the part and behalf of the Complainant and Cross Defendant in a certain Cause wherein Narrainpah Rodrigues Complainant and Cross Defendant and Venkata Narrain Defendant and Cross Complainant

1st To all the Witnesses

Do you know the Parties Complainants and Defendants or either and which of them and do you know the Subject Matter in Question in this Cause and which of them do you declare

2d To Singapah Subramanah Pillah Vellaty Mudaly Vriting Sowcar Chetty and Mudaly and Venkatachellum

Do you know or do you not know if any Person or Persons applied to the Transferrer for any Sum or sums of Money, if Yea what Person or Persons were he or they that applied to Him, did the Transferrer or did he not lend the Person or Persons that so did application to him any sum or sums of Money, if Yea, what sum or sums of Money did he lend to him or them and on what account who Were Present and when and where did he lend it, Did the Transferrer or did he not take any Writing or Writings from the Person or Persons, that applied to him, if Yea, look upon the Writing or Writings now shown you and say whether they be the same, that he took from him or them that applied to Him or not, Do you know or do you not know who drew out the said Writing or Writings, if Yea, who drew them out and by what Person or Persons, Order and what is the Purport of them, and what Person or Persons attested them, and when and when were they drawn out and what Person or Persons Signed them Do you know or do you not know of any thing or things being deposited with any Person or Persons, if Yea what sort were they and who were they deposited with, and by whom and on what Account and when and where were they deposited and what were they worth, would you have given that Price, or could you have sold them at that Price, Do you know or do you not know whether the said thing or things, were lost or not if Yea how and in what manner were they lost, and when and where, the whole you know touching of this affair from the begening unto the end and how you came to know the same Particularly Declare

To Ditto 3d Do you know or do you not know of any Goods or Merchandize, being given by the Transferrer to the Defendants Brother deceased in his life time in lieu of Goods or Merchandize received from the said Defendants Brother, if Yea what Goods or Merchandize were they, and when and where were they bartered, Do you know or do you not know if the Transferrer ever paid the Defendants deceased Brother in his life time any sum or sums of Money, if Yea, specify what Sum or Sums of Money and on what account, and when and where were the said sum or sums of Money paid Particularly declare, Do you know or do you not know if ever the Defendants Brother demanded any thing or things from the Transferrer, if yea what thing or things did he demand, Do you know or do you not know whether the said thing or things were Delivered to the Defendants Brother or not, Do you know, or do you not know if any accounts Were Settled and Adjusted by the Transferrer and the Defendant, if yea, when was a Settlement made and in whose favour did the Ballance appear to be, and what was the said Ballance, Did you hear a Discourse that passed Between Transferrer and the Defendant relating to the said Ballance or did you not, if Yea, what was the Purport of the said Discourse and how long ago since you heard it, The whole you

if ever any sum or sums of Money were demanded from the Defendant or not, if Yes which sum or sums of Money were demanded from the Defendant and by whom and on what account and when and where was this demand made, Did the Defendant order he not Declare his reasons for so doing the Transferrer's Demand if Yes, what were his reasons and when and where did he make this Declaration Particularly declare, are you aware you not acquainted whether any sum or sums of Money were offered by any Person or Persons to the Transferrer's People if Yes by what Persons and what Sum or Sums of Money were offered and on what account, and was the same accepted of or was it not, the whole you know touching of this affair from the beginning unto the end and how you came to know the same fully and Particularly declare

To Mannaruhum Singapah

4th Did you order'd you not sign to the Obligation now Shewn you, if Yes what induced you Did you receive any Release from the Transferrer or did you not if Yes on what Account was the said Release given you and when and where was it Given you and what Person or Persons were Present when it was given you the whole you know touching of this affair Particularly declare

To all the Witnesses

5th Do you know, or can you say any other matter or thing material for the Complainant and Cross Defendant in these Causes if so, set forth the same as you know have been informed or do believe, with the reasons of such your Knowledge or belief

Will. Cranwell
Attorney for the Complainant and Cross Defendant

Mayor's Court at Madraspatnam

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

Between Anna Jesu Rodrigues Complainant and Cross Defendant and Vencata Narrain Defendant and Cross Complainant

Mannaruhum Singahpah of Madras Inhabitant Aged 62 Years a Witness produced and Sworn in this Cause on the part of the Complainant and Cross Defendant the 26th Day of May 1768 sworn at the Office of Mr Archdale Pelham Attorney for the Defendant by Comapah, who left a Note of the name Abode and Place of Abode of the said Deponent and is hereunto subscribed

Examined deposeth and saith

Complainant, but has known Vencata Narrain 20 Years or thereabouts

To the second Interrogatory this Deponent saith Gundavady Nanapah about twelve Years ago applied to the Transferrer Ischapah Chitty, for the Sum of One hundred (100) Pagodas, for which he offered to Mortgage Two Chests of Opium, and his House Bill of Sale, Ischapah Chitty said if Mannaruhum Chinnatomby will sign with you in the Obligation I will lend the money to you, this Deponent then, who is the Son of Mannaruhum Chinnatomby, by the joint desire of the three, drew out a Mortgage Obligation for One hundred Pagodas in the Names of Mannaruhum Chinnatomby and Gundavady Nanapah for that Sum borrowed by them from Ischapah Chitty which Mortgage Obligation if the same as now shewn to him, signed by this Deponent for his Father and by Gundavady Nanapah about one Year after signing the above Obligation Gundavady Nanapa and Mannaruhum Chinnatomby rented Cranaveri and Puzzawack Villages from the Company and out of the produce of the Paddy growing there Gundavady Nanapa paid several times some money and some Paddy to Ischapah Chitty but to what amount of either, this Deponent cannot say two years afterwards Mannaruhum Chinnatomby died, and two Years after that Gundavady Nanapa deceased, and about two or three years from that time the French came to besiege this Place during the Siege, the two Chests of Opium were lost after the French retired from before Madras this Deponent settled with Ischapah Chitty on his own, and his Father Mannaruhum Chinnatomby's Affairs at which time they mutually gave each other a discharge from any other demands Ischapah Chitty had then and afterwards desiring this Deponent to settle Gundavady Nanapa's Account with him One day this Deponent being at Ischapah Chitty's house, Gundavady Vencata Nanapa Brother to the deceased Gundavady Nanapa came in, and said to Ischapah Chitty, my Brother before his death, paid you the money he Borrowed from you, do you therefore now return me the Opium and the House Bill of Sale Ischapah Chitty said to this Deponent you know the Opium was lost during the Siege, the House Bill of Sale I have left at Pulicat which I will send for and then speaking to Gundavady Vencata Nanapah I will settle with you but you gave us some money, Gundavady Vencata Nanapa said no I have discharged it all several times after that, Ischapah Chitty came to this Deponent and desired he would get Gundavady Vencata Nanapa to settle his Account with him, but this Deponent saith neither of them would listen to what he proposed to them about it, and that he is not acquainted with any thing more particularly, which is asked of him in these Interrogatorys

Mayors Court at
Madraspatnam

Between Narcissus Rodriguez
Complainant and Cross Defendant and
Vencata Narrain Defendant and Cross
Complainant

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

Subramoniah Pilla of Madras a Renter Aged 50 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on the 26th
day of May 1764 sworn at the Office of Mr. Archdale Palmer Attorney for the
Defendant by Conapa who left a note of the name Title 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 is not acquainted with the Com-
plainant, but has known Vencata Narrain 15 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith about two or three Years ago he
met Ischapah Chitty in the Black Town who told him that some time before the
siege of this Place he lent some money to Gundavardy Nanapa, who on mortgage to him
for some Opium and his House Bill of Sale which Opium was lost during
the Siege Gundavardy Vencata Nanapa now comes to me claiming the said Opium
which he says was worth three or four hundred Pagodas do you settle this affair
with him for Me, this Deponent said very well and went to Gundavardy
Vencata Nanapa, Brother to Gundavardy Nanapa deceased and said to him
Ischapah Chitty is our friend ten Pagodas either way you better not owe, but
make up the matter between you, Gundavardy Vencata Nanapa made answer
Ischapah Chitty owe[s] me three or four hundred Pagodas ten or twelve days
afterwards this Deponent again met Ischapah Chitty and told him what
Gundavardy Vencata Nanapa had said Ischapah Chitty replied that is what
he claims from Me himself, for which reason I desire you would make up
the matter between us Sometime after this Deponent once more meeting with
Ischapah Chitty in the Street desired him to lend him two hundred
Pagodas on his own Account Ischapah Chitty said very well come to My house
this Deponent accordingly went for Cash afterwards

therein what he had been relating to him concerning Gundavardy Nanapa and himself
this Deponent then without reading the Contents put his name to it Ischapah Chitty
answering his request to him to settle the Affair depending about 4 five or Six Months
after this Deponent heard Ischapah Chitty had put Gundavardy Vencata Nanapa into
Court for One hundred Pagodas upon which he went to Ischapah Chitty and told him he
had deceived him in making him sign a Cadjan Writing without knowing what was
wrote therein but deceived them two or three times for would let them see it Ischapah
Chitty would not comply this Deponent then said, whatever is contained therein I have
nothing to do with it, and more addeth not to any question which is asked of him in
Interrogatorys

Richard Sathom
Examiner

Mayors Court at
Madraspatnam

Between Narcissus Rodriguez Complainant and Cross
Defendant and Vencata Narrain Defendant and Cross Com-
plainant

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

Vellayudum Moodeliar of Madras Coniceply Aged 35 Years or thereabouts, being
produced as a Witness in this Cause on the part of the Complainant, was on the 26th days of
May 1764 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by
Conapa who left a note of the name Title a 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 is not acquainted with either the Complainant
or the Defendant

2d ..... To the second Interrogatory this Deponent saith about two or three Months ago meeting with
Ischapah Chitty he was asked by him whether he was not Son in Law to Chelapa who
answered in the affirmative Ischapah Chitty then said you signed as a Witness
for some Affair between me and Nanapa and must now come and declare what you
Witnessed to this Deponent replied he knows nothing at all about it, and more
deposeth not in answer to any of the questions in the Interrogatorys

Richard Sathom
Examiner

Mayors Court at
Madraspatnam

Between Narcissus Rodrigues Complainant and Cross Defendant and Vencata Narrain Defendant and Cross Complainant

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

Vellay Nabrain Chitty of Madras Merchant Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 26th day of May 1764 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Conapa who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

To the first Interrogatory this Deponent saith, he is not acquainted with the Complainant, but has known Vencata Narrain 15 Years or thereabouts

To the Second Interrogatory this Deponent saith more than ten Years ago one day he went to Mannawankum Channatomby's house having business with him, where he saw Ischapah Chitty, Gundavady Nanapa, and Subramoney Pilla Mannawankum Channatomby at that time, said to Ischapah Chitty you have got some Opheum and a House Bill of Sale belonging to Gundavady Nanapa, which he mortgages for Money borrowed from you, it would be better you return him the Opheum which he may sell and give the money of the produce of the Sale to you, and keep the House Bill, Ischapah Chitty made answer to Mannawankum Channatomby I will give up the Opheum, but mind what I say, Gundavady Nanapa will sell it, and afterwards spend the money, but as before took the Mortgage on your Advice, so now on the same consideration I will give it up again Mannawankum Channatomby replied I will see that he shall pay you, Ischapah Chitty desired this Deponent present to be Witness to every thing that then passed about Eight Months ago Ischapah Chitty Met this Deponent on the Burgar and said to him you must be Witness what passed between me and Mannawankum Channatomby a long while ago, and give me an Account thereof in Writing which this Deponent accordingly did to the best of his remembrance and further this Deponent saith he is not acquainted with any thing more particularly which

Richard Sathom

Mayors Court at
Madraspatnam

Between Narcissus Rodrigues Complainant and Cross Defendant and Vencata Narrain Defendant and Cross Complainant

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

Madanagal Vencatachellum of Madras Dubash Aged 44 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 7th day of June 1764 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Conapa, who left a Note of the name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he has known Narcissus Rodrigues 3 Years, and Vencata Narrain 22 Years or thereabouts

2 To the second Interrogatory this Deponent saith about 2½ Years ago the Transferrer brought to his house a Mortgage Obligation for One hundred (100) Pagodas, the same as showed to him at the time of his Examination two house Bills of Sale and an Account Current, which he said were given to him by Vencata Narrain's Brother, as a Mortgage for One hundred Pagodas he had borrowed of him and desired this Deponent to go and demand payment of the said sum for him from the Defendant this Deponent asked the Transferrer whether the Defendant had paid him any part of the (100) Pagodas borrowed by his Brother who referred him to the Account Current wherein Vencata Narrain was debited Principal Sicca One hundred Pagodas, four or five fanams and Interest seventy two or three Pagodas The Transferrer then told this Deponent as he was no Acquaintance of the Defendant if he would take the Mortgage Obligation and go to him, and the Defendant would discharge it he would settle with him and deliver back his Brothers Mortgage Bills of Sale and his Mortgage Obligation, if he does not, tell him I shall put him into Court This Deponent the next day meeting Vencata Narrain told him particularly every thing the Transferrer had said Vencata Narrain replied if you will bring the Account Current Mortgage Obligation and house Bills of Sale for me to see I will then give you an Answer two or three days afterwards Vencata Narrain came to this Deponent and requested a sight of the Account Current Mortgage Obligation and House Bills of Sale which this Deponent granted him, after reading them the Defendant said these Accounts are right, the Principal Sicca one Pagodas and odd fanams I can pay but the Interest [illegible] Pagodas I am not able to [illegible]

dul bore) and desired the Transferer to accept from the Defendant the Principal Only as he was not able to discharge the Interest the Transferer made answer the Defendant is able enough to pay for the House Bills of Sale which his Brother mortgaged to Me are worth more than four hundred (400) Pagodas, if he does not pay me both the Principal and Interest I will prosecute him some time after this Deponent heard the Transferer had Transferred his Cause to Narrese Rengiuez who had put the Defendant into Court, and more this Deponent addeth not to any question asked of him in these Interrogatories

Richard Latham

Sworn 7 March 1762 before Me

Examiner

Know all Men by these Presents that I Within named Francis Stoney of Madras Inhabitant being minded to make and make void the Transfer assigned over unto Me by Sashapah Chetty also of the same place Merchant on or about the third day of May Which was in the year of our Lord One thousand Seven hundred and Sixty two for a valuable consideration then received from Me by the said Sashapah Chetty Who for and in Consideration of such Valuable consideration did Transfer assign and set over unto Me the Sum of One Hundred and twenty seven Pagodas Nine Fanams and forty Nine Cash due to him from Pucala Nainapa Nayck also of the same place Merchant for the Ballance of Account As therefore in Pursuance of the said Sashapah Chetty relinquishing Me the said valuable consideration remains along right title Interest and Claim in and to the same by these presents Witness as Witness and who are Credible Witnesses in Witness Whereof I have hereunto Set My hand this twenty eighth day of June in the year of our Lord one thousand Seven hundred and Sixty two

Witnesses

John Hennis

Joseph de Rozario

Francis Stoney

Joseph de Rozario

Madras December the 4th 1762

We Narrapah Naick Son of Ponkalah Pauprah Naick and Maniagrahum Chinnatomby Mudeliar do hereby Acknowledge to have Borrowed and Received from Sashapah Chitty sing of Trivelore Monta Chitty the full and just Sum of One Hundred Pagodas Current money of Madras Payable with the Interest of Nine per Cent on the Thirtieth day of March next ensuing and for the Security of the said Sashapah Chitty We have Mortgage Two Bills of sales of our Houses One Writting One for Forty four Pagodas and the Other a bad Jan One for Twelve Pagodas as also Two Chests of Opium Witnesses Narrasandh Mootto Cincata Chitty and Ggopatigum Cundapah Chitty Broker by Singapun

Singapun Signed By Maniagrahum Chinnatomby Consent
Ponkalah Narrapah Signed

Now Translate as near as can be from the Original Malabar by Conicopah Sworn Interpreter

Wm Cranwell
Attorney for the Complainant and Cross Defendant

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part of the Defendant in a Certain Cause wherein Narrasoo Rengiuez of Madras Writer is Complainant and Vencatta Narrain of the same place Merchant is Defendant

1st To all the Witnesses Inprimis 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

Rangaya Blachary 2 Do you know or do you not know or are acquainted with the one Sashapah Chitty the Transferrer and Vencatta Narrainapah Narique Brother to the Defendant in this Cause or Either of them If Yea how long have you Known them or Either and which of them Declare Do you Know or do you not Know or are acquainted

Doncalow Narrainapah Naique If You do you Know of any request being made to Adjust and Settle such Accounts If You who made such requests or by whom and by what Power and to whom was such Request made Where or at what particular time or how long ago to the best of your remembrance Did or did not any Conversation ever pass between you and the said Doncalow Narrainapah Naick concerning the said Irshapah Chitty If You when or how long ago And what was the Subject of such Conversation Do you know or do you not know or are acquainted of any Opium being Mortgaged to the said Irshapah Chitty by the said Doncalow Narrainapah Naique If You when or how long ago was such Mortgage and for how much money And what Sorts or Species as to quality was such Opium and what Quantity and of what Country was such Opium And what was such Opium worth p Maund at the time it was so Mortgaged and for the Space of two Years after the whole Declare

Sunkrapah 3d ..... Do you Know or do you not Know or are acquainted with the Said Irshapah Chitty in this Cause If You how long have you been so acquainted with him Do you Know or are Informed of any Conversation passed between you or any other person And the said Irshapah Chitty Relating to any Sorts of Opium Mortgaged to the said Irshapah Chitty by Doncalow Narrainapah Naick Brother the Defendant in this Cause If You when or at what particular time did such Conversation Happen with whom and in whose presence and what was the whole Substance of such Conversation that so passed on the part of the said Irshapah Chitty and each other Person The whole together with your reasons at Large Declare

Sangapah ..... 4th ..... Do you know or are acquainted with Irshapah Chitty the Complainant in this Cause If You how long have you been so acquainted with him Do you know or do you not know of any Opium being sold by the said Irshapah Chitty by Doncalow Narrainapah Brother to the Defendant in this Cause If You what Quantity and when or how long ago of such Sorts and Country was such Opium And how came you acquainted with the Transaction The whole together with your reasons at Large declare

Comapilla ..... 5th ..... Do you Know or are you acquainted with Irshapah Chitty the Complainant in this Cause If You how long have you been so acquainted with him Have Do you Know or do you not Know or are you Privy to any Dealings between him and Irshapah Chitty the said Irshapah Chitty by Doncalow Narrainapah Naick Brother to the Defendant in this Cause If You when or at what particular time did such Dealings happen with whom and in whose presence and what was the whole Substance of such Dealings that so passed on the part of the said Irshapah Chitty and each other Person The whole together with your reasons at Large Declare

of such Accounts If You when and by whom were such Accounts Drawn up and to whom and what was the Ballance due upon such Accounts the whole Declare as also how you came by such Knowledge

Ds Raga. Chaintoo & Pedarnenabiah ..... Do you Know or do you not Know or are acquainted of any Demand being Made by the Defendant in this Cause on the Transferrer Irshapah Chitty If You when was such demand made for what in whose Presence And what was the Answer the said Irshapah Chitty made upon the Defendant making such Demand The whole together with the reasons of such your Knowledge at Large Declare

All the Witnesses Last ..... Do you Know or can you say any other matter or thing Material for the Defendant in this Cause If You set forth the same as you know have heard or do believe together with the reasons for such your Knowledge and belief

Archdal Palmer
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Narcejus Rodrigues Complainant
and Vencata Narrain Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Ramgapa of Madras Brammy Aged 33 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 5th day of April 1764 sworn at the Office of Mr William Cranwell Attorney for the Complainant by Comapah into the Usual Form of the Name Title and Place of Abode of the said Deponent and thereupon on the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but he has known the Defendant 20 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he has known Irshapah Chitty the Transferrer Ten Years and Doncalow Narrainapah Naick Brother to the Defendant in this Cause twenty Years also that there were some Accounts subsisting between the said Irshapah Chitty and the said Doncalla Narrainapah and further deposeth that He (this Deponent) was sent twice about six Months since this

Poncalaw Narrainapah Naiquer If You do you Know of any request being made to Adjust and Settle such Accounts If You who made such request or by whom and by what Person or to whom was such Request made Where at what particular time or how long ago to the best of your remembrance Did or did not any Conversation or Discourse Passe between you and the said Poncalaw Narrainapah Naick concerning the said Sashapah Chitty If You when or how long ago And what was the Subject of such Conversation Do you Know or do you not know or are acquainted of any Opinium being Mortgaged to the said Sashapah Chitty by the said Poncalaw Narrainapah Naiquer If You when or how long ago was such Mortgage and for how much money And what Sorte or Species as to quality was such Opinium and what Quantity and of what Country was such Opinium And what was such Opinium worth p Maund at the time it was so Mortgaged and for the Space of two Years after the whole Declare

Sashapah 3d ..... Do you Know or do you not Know or are acquainted with the said Sashapah Chitty the Transferer in this Cause If You how long have you been so acquainted with him Do you Know or are Informed of any Conversation passed between you or any other person And the said Sashapah Chitty Relating to any Sorte or Species of Opinium Mortgaged to the said Sashapah Chitty by Poncalaw Narrainapah Naick Brother the Defendant in this Cause If You when or at what particular time did such Conversation Happen with whom and in whose presence and what was the whole Substance of such Conversation that so passed on the part of the said Sashapah Chitty and such other Person The whole together with your reasons at Large Declare

Sangapah 4th ..... Do you know or are acquainted with Sashapah Chitty the Transferer in this Cause If You how long have you been so acquainted with him Do you know or do you not know of any Opinium being sent to the said Sashapah Chitty by Poncalaw Narrainapah Brother to the Defendant in this Cause If You in what Account Quantity and Country was such Opinium sent And when or how long ago and for what was such Opinium sent And what Quantity and when or how long ago and for what Quality and Country was such Opinium And how came you acquainted with the Transaction the whole together with your reasons at Large declare

Comapilla 5th ..... Do you Know or are acquainted with Sashapah Chitty the Transferer in this Cause If You how long have you been so acquainted with him Do you Know or are informed of any Conversation passed between the said Sashapah Chitty and Poncalaw Narrainapah Naick Brother to the Defendant in this Cause If You when or at what particular time did such Conversation Happen between the said Sashapah Chitty and such other Person in whose presence and what was the whole Substance of such Conversation that so passed on the part of the said Sashapah Chitty and such other Person The whole together with your reasons at Large Declare

of such Accounts If You when and by whom were such Accounts Drawn up and to whom and what was the Ballance due upon such Accounts the whole Declare as also how you came by such Knowledge

To Ranga Chariar Patarnamabiah ..... Do you Know or do you not Know or are acquainted of any Demand being Made by the Defendant in this Cause on the Transferer Sashapah Chitty If You when was such demand made for what in whose Presence and what was the Answer the said Sashapah Chitty made upon the Defendants making such Demand the whole together with the reasons of such your Knowledge at Large Declare

All the Witnesses Last ..... Do you Know or can you say any other matter or thing Material for the Defendant in this Cause If You set forth the same as you know have heard or do believe together with the reasons for such your Knowledge and belief

Archdal Palmer
Attorney for the Defendant

Mayors Court at Madraspatnam. Between Narcejus Rodrigues Complainant and Vencata Narrain Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Rangaya of Madras Dubassy Aged 33 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 5th day of April 1764 sworn at the Office of Mr William Cranwell Attorney for the Complainant by Comapah into the Usual Note of the Name Title 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 is not acquainted with the Complainant but he does know the Defendant 20 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he has known Sashapah Chitty the Transferer Ten Years and Poncalaw Narrainapah Naick Brother to the Defendant in this Cause twenty Years also that there were some Accounts subsisting between the said Sashapah Chitty and the said Poncalaw Narrainapah and further deponeth that he (this Deponent) hath seen twice about six Months since the

Answering he would come and settle the said Account, but Bishapah Chetty prevented him
this Deponent also addeth that two Years or there about before the Siege Vizianagaram at Doncalow
Narrainapah house when he told him, he wanted to Mortgage some Opium to Bishapah
Chetty but what quantity or quality for how much money or the worth of Opium
he Meant at that time and the space of two years afterwards this Deponent doeseno
remember, and more saith not to this or to the last Interrogatory

Richard Sathom

Examiner

Mayors Court at Madraspatnam

Between Narcejus Rodriguez Complainant
and Vencatta Narrain Defendant

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

Sunkoranpah of Madras Conicoply Aged 35 Years or thereabouts being produced
as a Witness in this Cause on the part of the Defendant, was on the 7th day of April
1764 shewn at the Office of Mr William Cranwell Attorney for the Complainant
by Conapah who left a Note 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

1st To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant but has known the Defendant 20 Years or thereabouts

2d To the second Interrogatory this Deponent saith he has been acquainted with
the Transferer Bishapah Chetty in this Cause ten years, and that just after
the besieging of this Place by Mr Lally Mr of this Deponent was at Bishapah Chetty
house when one Longapah came to Bishapah Chetty to deliver up his Longapah
Garden and House Bill of sale and two pair of Gold hand rings, at which time Bishapah
Chetty told Longapah he must clear Doncalow Narrainapahs affair if he did he
would restore back to him his Garden and House Bill of sale but he did not give
the Gold hand rings as he had spent them besides which Longapah gave Bishapah
Chetty two Pagodas there was Mention of Interest drawn out by this Deponent pen and
ink debt and Securities exchanging between Longapah and Bishapah Chetty which
was signed by them both and Witnessed by this Deponent and more this Deponent

Richard

Mayors Court at Madraspatnam

Between Narcejus Rodriguez Complainant
and Vencatta Narrain Defendant

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

Sagapah of Madras Packer Aged 30 Years or thereabouts being produced as a
Witness in this Cause on the part of the Defendant was on the 7th day of April 1764
shewn at the Office of Mr William Cranwell Attorney for the Complainant by Conapah
who left a Note of the name Title and Place of Abode of the said Deponent and after
wards on the same day being sworn and examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he is not acquainted with the Com
plainant, but that he has known the Defendant 15 Years

2d To the second Interrogatory this Deponent saith he has known Bishapah Chetty
the Transferer in this Cause one year and about seven or eight years ago deponent he was
present and along with Doncalow Narrainapah Brother to the Defendant in this Cause
when he was packing up two Bengal Chests of Opium which he told him he was going
to send to Bishapah Chetty, but on what account this Deponent cannot say who more
doth not, to answer to this or to the last Interrogatory

The mark ∥ of Sagapah

Richard Sathom

Examiner

Mayors Court at Madraspatnam

Between Narcejus Rodriguez Complainant
and Vencatta Narrain Defendant

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

Comapaiah of Kilpauhum Conicoply Aged 35 Years or thereabouts being produced
as a Witness in this Cause on the part of the Defendant was on the 7th day of April
1764 shewn at the Office of Mr William Cranwell Attorney for the Complainant
by Comapa, who left a Note of the name, Title 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 is not acquainted with the Com
plainant but that he has known the Defendant 15 Years or thereabouts

5th To the fifth Interrogatory this Deponent saith he has been acquainted with Bishapah
Chetty the Transferer in this Cause thirteen years also he knows there were some

Brother to the Defendant and that about seven or eight years ago there was an adjustment made of the said Accounts drawn out by this Deponent in two Cadjans, wherein there was a Ballance due from Ischapah Chetty to Soncalan Narrinapah of five Pagodas and a quarter, and more this Deponent saith not to this or to the last Interrogatory

Richard Sathom

Examiner

3 Oct 1765

Mayors Court at Madraspatnam

Between Narcissus Rodriguez Complainant and Vencatta Narrain Defendant

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

Ranga Chaurlo of Madras Bramony Aged 62 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 3d day of April 1765 shewn at the Office of Mr William Conwell Attorney for the Complainant by Conapah who left a Note 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 viz

4th ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 20 Years or thereabouts

5th ..... To the sixth Interrogatory this Deponent saith he does know of a demand being made by the Defendant on this Cause on the Transferrer Ischapah Chetty some time after the besieging of this Place by Mr Sally for some Opium and the Defendants House Bill of Sale in the presence of one Padmanabiah and this Deponent to which demand Ischapah Chetty made answer to the Defendant they were both at Pallicat, he will send for them and give them to you the Defendant then told Ischapah Chetty if he did not send for them and deliver them up in five or six days he must pay him five hundred Pagodas and at the same time desired this Deponent and Padmanabiah, to be Witness to what had passed and more this Deponent saith not to this or to the last Interrogatory

Richard Sathom

Examiner

Mayors Court at Madraspatnam

Between Narcissus Rodriguez complainant and Vencatta Narrain Defendant

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

Padmanabiah of Madras School Master Aged 56 Years or thereabouts, being produced as Witness in this Cause on the part of the Defendant was on the 3d day of April 1765 shewn at the Office of William Conwell Attorney for the Complainant by Conapah who left a Note 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 viz

4th ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 20 Years or thereabouts

5th ..... To the sixth Interrogatory this Deponent saith he does know of a demand being made by the Defendant in this Cause on the Transferrer Ischapah Chetty about six months after the besieging of this Place by Mr Sally for some Opium and the Defendants house Bill of sale in the presence of one Ranga Chaurlo and this Deponent to which demand Ischapah Chetty made answer to the Defendant they are both at Pallicat I will send for them and give them to you the Defendant then told Ischapah Chetty if he did not send for them, and deliver them up he must pay him five hundred Pagodas, and at the same time desired Ranga Chaurlo and this Deponent to be Witness to what had passed and more this Deponent saith not to this or to the last Interrogatory

Richard Sathom

Examiner

Mayors Court at Madraspatnam

Tuesday the 3d day of September Anno Domini 1765

Present

Claud Russell Esquire Mayor

Peter Marriette — Thomas Powney &

Anthoney Sadlier — Aldermen

Mayors Court

Between Narrapen Rodrigues of
Madras Writer Complainant and Varatha
Naiden also of the same Place Merchant
Brother and Heir to Tankamlen Narrainepah
Nauck deceased late of the same place
Merchant Defendant

These Causes coming on to be heard and debated this day
in the presence of the Defendant and of the Attornies on both sides on Reading the
Complainants Bill with an Account Current and Transfer thereto annexed the
Defendants Answer with an Attested Copy of a Bill of Complaint annexed the Com-
Bill with an Account Current annexed the Replication the Defendants Answer
the Rejoinder the Complainants Replication the Defendants Rejoinder
the Interrogatories and Depositions on the part of the Complainant in the said cause
Obligation annexed Two Exhibits on the part of the Complainant the Interrogatories
and Depositions on the part of the Defendant On hearing the Pleadings and Proofs
of by the Attornies and on due Consideration had thereon Appearing to the Court
that a Bill for the Account on which the Complainant now sues was brought
into this Court in the name of Francis Slaney against the Defendant and was
withdrawn by the Mutual Consent of both Parties which the Court are of Opinion
amounts to a full discharge thereof and that therefore the Defendant is not liable
to be sued again on the same account This Court doth therefore think fit to Order
and Decree and doth accordingly Order and Decree that the Complainants
Bill shall stand dismissed with Costs

Order dated & filed
5th September 1765

Pltfs

To the Honble the Mayor Court
at Madraspatnam

Humbly complaining Sheweth unto this Honorable
Court Your Orator Doctor John Droguet late Inhabitant of Tranquebar but now
in Madras That whereas Nachapapah of Madraspatnam Merchant
Ordered in the said

619

Pagoda's the Sum of One Hundred and Twenty Pounds as will more fully appear by his
Note of Hand bearing Date the Fifth day of September In the Year of our Lord One
Thousand Seven hundred and Sixty Three which is ready to be produced when required
by this Honble Court And your Orator humbly informs this Honble Court that
he hath often in a friendly Manner requested Payment of the aforesaid Sum of the
said Nachapah But now so it is may it please this Honble Court
the said Nachapah obstinately and wilfully refuses to give your Orator any Manner
of Satisfaction touching the Premises Your Orator therefore prays all proper Relief such as
to this Honble Court shall appear agreeable to Equity and good Conscience To the
End therefore that the said Nachapah may upon his Corporal Oath a true and
perfect Answer make to all and singular the matters and things herein before alledged
and set forth as truely fully and effectually to all Intents and Purposes as if the same
were here again repeated and interrogated and be decreed to pay unto your Orator the
said Sum of Three Hundred Pagodas together with all the Interest that now is or may
hereafter become due thereon also all Costs of this Suit
May it please this Honble Court because the said Nachapah
to be Summoned and required by the Sheriff of Fort and Garrison and Town of Madraspatnam
And the Districts thereof personnally 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 this your Orator's Bill of Complaint and further to stand to and abide
such Order and Decree as shall seem Meet to this Honble Court

J. Frederick
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 17th day of September
Anno Domini 1765

Present
Claud Russell Esquire Mayor
John Debonaire — Thomas Powney
Edward Raddon — Arthur Cuthbert
Aldermen

Between Doctor John Droguet late
Inhabitant of Tranquebar but now in

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 sume of three Hundred Pagodas Pagodas 300.. /
Together with such Interest as now is or shall hereafter become due thereon untill full payment is made according to the Tenor of the Promissory Note of Hand said for & allow all Costs of this Suit.

By Court

Read and filed
11 September 1764

To the Honorable the Mayor
Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court
Your Orator Aaron Franks of London in the Kingdom of England Merchant
by his Attorney George Shallon of Fortsaint George Esquire that John Debonaire
of the same last mentioned Place Merchant stands indebted unto your Orator in the
sum of two thousand nine hundred two Pagodas nine fanams and six Cash for
That Whereas Your Orator on or about the Ninth of January one thousand
seven hundred and fifty nine invested the said John Debonaire and Peter Marielle
of Fortsaint George aforesaid Merchant with the joint Power to purchase Diamonds
to the amount of one thousand Pounds or thereabouts for the Use of your Orator for
which purpose Your Orator Consigned a Respondentia Bond to the said John
Debonaire and Peter Marielle to the amount thereof And Your Orator further
sheweth that the said John Debonaire and Peter Marielle did receive the
amount of the said Bond from Captain Drake of the French Indiaman on his
Arrival at Madras together with the Premium And your Orator further sheweth
that on the order of the Month of January in the Year aforementioned Your Orator
agreed & charged the said John Debonaire and Peter Marielle to divide such
Purchase as by them made with the amount of the Respondentia Bond as much
as they conveniently could by the September Ships or Ships or by the January Ships
or Ships and Your Orator further sheweth that the said John Debonaire

Diamonds to the Amount of two thousand seven hundred sixty Pagodas and fifteen fanams
the particulars whereof are specified in the Invoice ready to be produced to this Honorable
Court when required Altho the said Peter Marielle dissented from such Purchase
And your Orator further sheweth that the said John Debonaire after such Purchase
made shipt the same on Board the Ship Ajax in the Service of the Honorable United
East India Company then at Madras and Consigned such Purchase to your Orator
which said Ship Ajax in her Passage from Madras on the Kingdom of England was
taken by the then Enemy the French whereby Your Orator hath sustained a real loss to the
amount of two thousand nine hundred two Pagodas nine fanams and six Cash which
said Sum after the rate of Eight Shillings for every Pagodas will amount to one thousand
Two hundred and Sixty Pounds and upwards of Sterling money of Great Britain And
Whereas your Orator hath frequently and in an amicable manner requested Payment
of the said John Debonaire

But now so it (and may it Please this Honorable
Court the said John Debonaire obstinately and wilfully refuses to give your Orator any
manner of Satisfaction touching the premises though the said John Debonaire well
knows that such Transaction of his was totally Repugnant to Your Orators directions and
that he acting alone without the joint Concurrence of the said Peter Marielle was directly
in opposition to the Assurances given to your Orator by the said John Debonaire and
Peter Marielle who promised jointly to observe in the strongest manner Your Orators
Directions in this as well as in other Affairs of your Orators and particularly that
they would devide the Purchase of the Diamonds that were to be purchased with
the amount of the Respondentia To the End therefore that the said John Debonaire
may upon his Corporal Oath true and perfect Answer make to all and Singular
the Matters and things herein before set forth and alledged and Whether he the said John
Debonaire did not purchase such Diamonds to the amount above set forth And Whether
the said Peter Marielle did not dissent from such Purchase together with the reasons
that the said Peter Marielle gave for such his Dissent and Whether the said John
Debonaire did not Ship on Board the said Ship Ajax the whole amount of your
Orators Respondentia in Diamonds and that the said John Debonaire may be
Decreed to pay unto your Orator the aforesaid Sum of two thousand nine hundred
two Pagodas nine fanams and six 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 because the
said John Debonaire is to be summoned and required by the Sheriff of Fort Saint George
Town of Madraspatnam and the Districts thereof personally to be and appear before
this Honorable Court at a certain Time and Place to be by this Honorable Court

Turin Cur.
20 November 1754

Answer of John Debonaire of Madras Merchant Defendant to the Bill of Complaint of Aaron Saunders by his Attorney George Stratton of the same Place Merchant Complainant

This defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors uncertainties and insufficiencies in the said Bill Contained For Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto He this Defendant answereth and Saith that he owes that he stands indebted to the Complainant in any sum whatever

This defendant admits that the Complainant did lend to this Defendant in Conjunction with Mr. Peter Marriette also of this Place Merchant as Respondentia Bond for the amount of two thousand Eight hundred and Seventeen Pagodas fourteen fanams and Six Cash which was by this Defendant and the said Peter Marriette Jointly received and which said Sum was by this Defendants said Constituent the Complainant Ordered to be Invested in Diamonds And this Defendant further saith that accordingly this Defendant before the Departure of the Ship Ajax as this Defendant was first named in the said Consignment did procure a parcell of Diamonds to the amount of two thousand Seven hundred and Sixty Pagodas fifteen fanams which this Defendant made the said Peter Marriette acquainted & requesting that he the said Peter Marriette would come to see them which he accordingly did and so far approved of the said Diamonds that they were Invoiced & also Registered in the joint names of this Defendant and the said Peter Marriette The account Current thereof being made out was Jointly Signed as also a Letter to the said Aaron Saunders and Returned to this Defendant by the said Peter Marriette Some few days being elapsed this Defendant Received a Letter from the said Peter Marriette requesting that this Defendant would send Him the said Account signed by him and the said Peter Marriette as also the said Letter wherein he the said Peter Marriette wanted to Copy them which this Defendant really Imagineing to be the case readily Complyed with his the said Peter Marriettes request But to this Defendants great surprize the said Peter Marriette Instead of Returning the said papers sent this Defendant word that he had Torn and destroyed them and at the same

was first named in the said Consignment and as He thought he would be deemed Culpable by a detention of Remitting the said Diamonds and as he thought it would be most for the Benefit and advantage of his Employer He Shipped the said Goods on the Ship Ajax which was unfortunately taken by the French in her passage Home Thus far this Defendant has Answered the Complainants Charge of Acting alone in the said Consignment his reasons for so doing he Hopes will meet with the Approbation of this Honorable Court

As the Complainant has also charged this Defendant with Acting Contrary to the directions by not dividing the Rasque of the said Concern it will be necessary to Inorder to Lead this Honble Court to Judge how farr this Defendant has been Guilty of this Breach of the Complainants Orders to declare what were the Substance of such part of the Complainants Orders which appear in the Complainants Letters The only one which mentions this Circumstance is that of the 18th January 1755 wherein is the following Paragraph And Desire you will Convert the amount in Diamonds and Consign them Home on the Register But to divide the Rasque as much as you conveniently "can either by the September Ships or January Ships I mean by this that I would not "have any money remain in India But to have it Remitted by the first Ship or "Ships Now this Defendant cannot upon perusal of the above Orders think that they particularly direct the Dividing the Rasque which the Complainant so much dwells upon as this seems Left to what should appear Convenient And as the only Ships that sailed from hence at the time of this remittance was the Ajax and as this Defendant for some particular Circumstances together with the said Peter Marriette did not think it advisable to make any Remittances to the Complainant on the two first Ships that Sailed from Hence after the Receipt of these Orders and the Complainant having in them expressed his dislike to his moneys remaining in India This Defendant could not but think that By Remitting the said Diamonds on the said Ship Ajax he did what was most for the Advantage of his Employer and considering the whole Tenor of the said Orders He did not deviate from them But this Defendant in Order further to Exculpate Himself from this Charge and to Show how Little Shew soever the Complainant has to ask upon this Defendant for what he has Suffered by the Loss of the Ship Ajax as Sets forth that He together with the said Peter Marriette advised the said Complainant of Remitting him the said Returns by the next Conveyance which Letter of Advice was sent on the Prince Henry Packet who sailed some time before the said Ship Ajax Though the Complainant is pleased to deny the Receipt of any such Advice But that such a Letter was wrote this Defendant has no Shadow of Evidence to prove

This Defendant could further observe to this

for supposing the Defendant had acted Expressly Contrary to the Complainants Orders as set forth by him by Remitting the whole of the Commissions money Respects as the Complainant himself must be accountable for an Equal Share supposing that to be the Case

All which matters and things the Defendant is ready to aver maintain and prove as this Honorable Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges on that Behalf most wrongfully Sustained

John Delonaire

Archdale Palmer
Attorney for the Defendant

Read and filed
8th January 1765

The Replication of Aaron Franks

by his Attorney George Shallow Esquire to the Answer of John Delonaire

This Replicant Answering and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Defendants said Answer for Replication thereunto Saith that he is informed by Mr. Peter Marriette of Portsmouth Merchant that the Defendant received into his own Hand the amounts of the Respondentia Bond from Captain Debuche but to the manner of the Defendants placeing out the same for this Replicants use the said Peter Marriette could not inform this Replicant of as he the said Peter Marriette being to tally ignorant of the manner in which the money was disposed of as he was by no means privy to the placeing out of the same And this Replicant further saith respecting the Defendants Narration of the Purchase of the Diamonds he this Replicant is informed by Mr. Peter Marriette aforesaid the Substance of such Transaction which was as follows the which he this Replicant prays this Honorable Court that the same may be taken as part of this his Replication That he the said Peter Marriette frequently sent and desired the Defendant would Consent to the Purchase of a Parcel of Diamonds that he the said Peter Marriette had then on View but the Defendant generally sent him very Evasive and insignificant Answers Some time in the month of June in the Year one thousand seven hundred and Sixty the said Peter Marriette sent a Merchant to the Defendant

Diamonds on this Answer the said Peter Marriette went to the Defendant to demand a sight of the Diamonds that he had so purchased and on the inspection thereof he expressed his Surprize by declaring to the Defendant that the Diamonds that he the Defendant had Bought were much inferior to their Price by fifteen Pagodas Each but however the said Peter Marriette by the desire of the Defendant Signed such Letter as is mentioned in the Defendants Answer as he the said Peter Marriette were very desirous of remitting to this Replicant the money as any) soon some time after the said Peter Marriette reflecting on what had passed and being to tally ignorant as to the manner in which the Diamonds were purchased sent for the Merchant of whom the Defendant bought the Diamonds and Enquired of him the particular Circumstances of such Purchase who acquainted him that he the Merchant had sold the Diamonds to the Defendant on Credit and that such Purchase had been made some Considerable time On this information the said Peter Marriette Expostulated with the Defendant on this Subject and acquainted him the Defendant that the Purchase that he the Defendant had so made was what he the said Peter Marriette could by no means whatever agree to and that though he the said Peter Marriette had signed such Letter as the Defendant as is before recited yet he the said Peter Marriette was desirous of throwing up his Share of the Comission arising on the Purchase of the Diamonds as the Estimation of such Diamonds was by no means agreeable to the Opinion and Judgment of the said Peter Marriette the Defendant agreed with the said Peter Marriette to take the whole of the Comission upon himself and to permit the said Peter Marriette to Erase his Name out of the Letter before mentioned which he had Subscribed and in order that the said Peter Marriette might be satisfyed thereof he the Defendant gave such Subscribed Letter to the said Peter Marriette at the same time telling him he was at Liberty to Erase his name to keep the Letter or to do with it in such manner as he thought Proper And the said Peter Marriette hath further informed this Replicant with his reason for destroying the Letter as mentioned in the Defendants Answer that as the Perusal of such Letter informed the Defendant had allowed this Replicant Interest for the Respondentia that he the Defendant had received in his the said Defendants and Peter Marriettes Name which Transaction the said Peter Marriette was entirely ignorant of, as not knowing how or in what manner the Defendant had disposed of the Respondentia this together with the remembrance of the manner in which the Diamonds were Purchased obliged the said Peter Marriette to destroy the Letter before Mentioned thereby Eradicating the Seeds of his dissatisfaction to the Purchase of the Diamonds aforementioned

allege against him the Defendant in such his Endeavours hath plunged himself into the very depth of the Charge that this Replicant hath Exhibited before this Honorable Court against the Defendant the Defendant Asserting in his Answer that he together with the said Peter Marriete for some particular Circumstances did not think it advisable to make any Remittances by the two first Ships that Sailed from hence (Madras) to England after the Receipt of the Orders sent by this Replicant and that he the said Defendant sent them on board the Ajax Indiaman in the Honorable United East India Companys Service as thinking it most to the Advantage of this Replicant this Replicant in Answer to the whole of the foregoing Saith that he this Replicant in his Letter of the Eighteenth day of January one thousand seven hundred and fifty nine amongst other Orders the Defendant and Peter Marriete to send home his this Replicants respondentia in Diamonds by the very first Conveyance and to divide the Purchase made on the Most Reasonable Conditions as they possibly could do by the very first Ship or Ships that should depart from hence (Madras) to England which the Defendant hath not done but deviated totally from the foregoing Orders And this Replicant further saith that there could be no impediment but the want of Diamonds that could disable the Defendant from the Prosecution of this Replicants orders nor hath there been any particular reason Assigned to this Replicant either by the Defendant or the said Mr Peter Marriete for the Defendant not putting his this Replicants orders into Execution As to the thoughts that the Defendant might Conceive conducive to the Advantage of this Replicant this Replicant Saith that the Defendant was not at Liberty to think or act alone for this Replicant for that the Defendant was implicitly to obey the orders expressly Cast down by this Replicant in his Letter of the Eighth day of January one thousand seven hundred and fifty Nine which Letter was directed to the Defendant and the aforesaid Peter Marriete jointly and not Severally as the intentions of this Replicant was to vest the Defendant he this Replicant named the Defendant first in the Commission and the reasons for this Replicant joining the said Peter Marriete in such Commission were that he this Replicant was very well Convinced with the Judgment of the said Peter Marriete as to the Elimation of Diamonds and knowing that such his Skill in the Knowledge of Diamonds were superior to that of the Defendant and in order to save this Replicant from any Losses that might happen through the inexperience of the Defendant the said Peter Marriete in the

Exempted from the Reproof of this Replicant and saved himself harmless and free from the demand that this Replicant now makes on him which was entirely owing to his inattention and neglect of this Replicants express orders which Orders had they been punctually adhered to this Replicant would have been in Possession of the Diamonds that were taken by the French on board of the Ajax Indiaman for two Ships from hence (Madras) Sailed for England on whom this Replicants Diamonds might have been put instead of the Ships Ajax and on whom this Replicant caused Insurances to be made in managing that the Defendant and Peter Marriete would have taken the Benefit of the Opportunity that then offered as agreeable to the Orders of this Replicants but the motives that induced the Defendant not to Seize such Opportunity this Replicant cannot set forth as the Defendant hath not Assigned any Particular reason for such his neglect And this Replicant further Saith that there could be no Letters from the Defendant sent by any Ship or Ships that could render the Defendant blameless in permitting two Ships to Sail from Madras to England without his this Replicants Property unless the Defendant had Consented to it nor is there any reason that the Defendant can urge in his behalf Excuse them for the Neglect of the Orders so Expressly Laid down by this Replicant nor can the Defendants acting alone be agreeable to the Tenor of this Replicants Orders which are directed to the Defendant and Peter Marriete aforementioned and though the said Peter Marriete might have dissented from his Assent to the Letter mentioned in the Defendants Answer it was the Business of the Defendant to have regarded the Transporting the Diamonds till this Replicant was advertised of such Mr Peter Marrietes Dissent and to have waited this Replicants Commands therein And this Replicant saith to the Observation which the Defendant in his Answer makes to his not being accountable for the whole of the Loss supposing he had acted contrary to the Orders of this Replicant this Replicant will give a reason for why the Defendant should be Answerable for the whole Loss, though the Defendant hath not given any reason to the Contrary That it is usual among the Merchants a Factor should suffer for not Observing of Orders and no Factor acting for another mans Accounts in Merchandize can justify for Deviating from the Orders of his Principal though there may be a Probability of Advantage by it All which matters and things this Replicant is ready and willing to aver maintain and Prove as such manner and Form as this Honorable Court shall direct and humbly prays as in and by his said Answer he hath already Prayed

Chas Boomley

628

Rec'd and filed
the 5th Feby 1765

The Rejoynder of John Debonaire of Madras Merchant to the Replications of Warren Swanke by his Attorney George Stratton

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 and Untruths in the said Replication contained for Rejoynder thereunto saith that he admits to have received the money of the Replyants Consignment agreable to the custom of Merchants here he being first named in the Consignment And this defendant further alledges that Mr. Peter Marriette was so farr acquainted with the manner in which the said Money was laid out that He saw the Goods that were purchased of Millaccan banker And this Defendant further saith that he never returned the said Peter Marriette no more or Incognificant Answer or Remembers that ever Mr. Marriette proposed to him the purchase of any particular Parcell of Diamonds as the Defendant would to have been extreamly glad to have Joined with him in the purchase of any proposed And this Defendant further saith that the purchase made by this defendant was made but a few days before the said Peter Marriette saw them and that Diamonds are seldom or never purchased on Order But had the said Peter Marriette at the time that He saw the said Diamonds declared they would not do for the Replyant the same could then have been returned to the Seller this Defendant further saith that the said Peter Marriette did no otherwise Expostulate with this Defendant on this subject than by acquainting this defendant after the agreement was made the Letter and Invoice signed that he would have no concern in the Commission of the said Diamonds neither did this Defendant as he remembers make any agreement with the said Peter Marriette than by Leaving him to do as he thought Proper and this Defendant still affirms and can produce the said Peter Marriettes writing to prove that when he sent to this Defendant for the said second Parcell of Diamonds under the artfull pretence of Copying them at the same time promising to Return them

This defendant allows that he did allow Interest for the said Money whilst it Lay in his hand But this is what this Defendant presumes was an Act of Generosity and Friendship

Some time after the Consignment was received This defendant alledges that there was no Register opened on the post Vessells that sailed from hence which was the Dilligent packet And the second Vessell was dispatched in such Haste and which such short notice that there was no time Nor was this Defendant able to purchase a single Diamond to send upon Her which was the Prince Henry Packet nor was the said Peter Marriette able to procure or did propose any or did send any or any other account This Defendant shallows himself that he has not plunged himself into the Charge alledged against him by not Explaining the particular Circumstances which prevented him making Certain returns And that the Complainant endeavord rather to screw himself than this Defendant by naming him in Conjunction with the said Peter Marriette for had he fully Confided in the Judgment of the said Peter Marriette he would have named Him first in the Consignment This Defendant Looks upon the Complainants remark of this Defendants want of Skill in Diamonds to be altogether malicious and as it tends to the prejudice of this Defendants Character would Leave it to the Judgment of this Honble Court whether the same ought not to be Expunged from the Proceedings in this Cause This Defendant ends Concludes this paragraph with observing that in regard to the Complainants orders which were to Register his Diamonds prevented him sending them on the first Conveyance And not being able to procure Diamonds was the cause of not sending them on the second

This Defendant is humbly of opinion that he could not be Justified in detaining the said Remittances in India meerly on account of the said Peter Marriettes supposing to Act therein for supposing the said Peter Marriette had dyed would it not then have been the Indispensable duety of this Defendant to make the said Remittances alone And further this Defendant alledges that not being able to have sent if had he found Diamonds for the Prince Henry Packett more than half the amount as is set forth by the Replyant the other half would have gone by the Apes she being the next Ship from hence Home in the Complainants Power to have Answered being timely advised he thought the Risk too great

And this Defendant say 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 alledged and Expressed

Archdale Palmer
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam Wherein Aaron Franks by his Attorney George Shallom of Fort Saint George Esquire is Complainant and John Debonaire of the same place Merchant is Defendant On the part and behalf of the Complainant

Interrog. 1st

Peter Marriette ..... Do you know or do you not know the parties Complainant and Defendant in the Title of these Interrogs named, if you How long have you known them or either and which of them Declare

2d ..... Were you or were you not the person mentioned in the Letter hereto shewn you at the time of your Examination did you or did you not Comply with the Contents thereof if not Complied in the whole reasons for your non Compliance Particularly Declare and set forth to the best of your Knowledge Remembrance and Belief

3d ..... Do you Know or do you not Know or can you particularly set forth the Quality of Diamonds that the Defendant bought for the Complainant and how much he gave for them and do you Know or can you set forth the Real Value of the said Diamonds and were you or were you not Privy to the Purchase made by the Defendant of the said Diamonds did you or did you not Assent thereto Dissent from such Purchase if you set forth the Reasons for such your Assent or Dissent together with the Quantity and Quality of such Diamonds to the best of your Remembrance and Belief

4th ..... Do you know or do you not know of any Writing signed by you and the Defendant and directed to the Complainant if yea what was the purport of such Writing and Whether such Writing was sent to the Complainant and if not sent the reasons for such Letter not being sent particularly Declare and set forth

5 ..... Do you know of any other matter or thing or have you heard or can you set forth any thing touching the matter in dispute in this Cause that may tend to the Benefit and advantage of the Complainant besides what you have been before interrogated and [illegible]

To Mr Jn Debonaire
and Mr Peter Marriette

London the 18th January 1759

Sirs

This serves to Enclose a responden tha bond for One thousand Pounds at 7. 8. p Pagoda with Six p% premium and desire you will Invest the Amount in Diamonds and Consign them to me Copartners but to divide the Cargoe as much as you conveniently can by the September Ships or Ships, or by the January Ships or Ships I mean by this that I would not have my Money Remain in India I wont Discern any Apartments but leave it to you to purchase what you may think more to my Advantage if any rough Stones should offer at a Reasonable Price, that will make Pound brilliants will answer, Square brilliants or brilliants Drops will not do unless bought Cheap, if any Men of War should come home you may make me Returns by them unregisterd, if any Opportunity should offer Inquire Me advice by what Ships you Should me Returns, pray dont fail doing it &c.

Likewise Desire you will give me some Account in your Letter of the Quality of the Diamonds you shall send Me Same

Sirs
your most humble Servant
Aaron Franks

This Paper Writing was shewn to Peter Marriette at the time of his Examination before me in a Cause wherein Aaron Franks by his Attorney George Shallom of Fort Saint George is Complainant and John Debonaire of the same Place Merchant is Defendant this 16th day of June Anno Domini 1765

Richard Latham
Examiner

Mayor's Court at
Madraspatnam

Between Aaron Franks by his Attorney
George Shatton Complainant and John Delavaine
Defendant

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

Peter Marriette of Madras Merchant Aged 58 Years or thereabouts being produced
as a Witness in this Cause on the part of the Complainant was on the 11th day of June
1765 sworn at the Office of Mr. William Cranwell Attorney for the Defendant by
Comapah who left a Note 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 viz.

1st To the first Interrogatory this Deponent saith he has known the Complainant and
Defendant more than 20 Years

2d To the second Interrogatory this Deponent saith he is the Person named in the
Letter shewn to him, and he declares it was not in his power to comply with the contents
the Defendant being first nominated received all the money and purchased Diamonds
to the amount of the whole Consignment, without ever consulting him

3d To the third Interrogatory this Deponent saith to the best of his remembrance the Parcels
consisted of Half Mangelin Stones and small yellow Coast the half Mangelin
cost Pagodas 6 3/4 the Mangelin, and the Small Coast cost 2 1/2 Pagodas the Mangelin
this Deponent also deposes he well remembers the Goods were at least 15 fifteen p.Ct
worse than Goods purchased in general that Season, and that he was not privy to
the purchasing the said Diamonds which when he saw he very much disapproved
of

4th To the fourth Interrogatory this Deponent saith that at the time the Defendant shewed
him the Diamonds he laid an Invoice before him which he desired him to sign
and that he signed without thinking being at that time extremely vexed at the
Defendants purchasing such bad Goods but when he came to reflect upon what
he had done he returned to the Defendant and told him that putting his name
to an Invoice of such Bad Goods would greatly injure him in the opinion of those
who should purchase the said Diamonds He therefore prepared to the Defendant
if he would let him tear off his name he would give up his part of the Commission
to which the Defendant agreed and said you may tear off your Name or burn the
Invoice if you please this Deponent

greatly to blame in having sent home Diamonds to the amount of the whole Consignment
in the had received express Orders to divide the Risk meaning by sending home part in one
Ship part by another, unless it had so happened that the Diamonds which the
Defendant had purchased had been of a very good quality and superior to any bought that
season in such case it might have been some excuse to have sent home the whole Consignment
by One Ship, but there could be no excuse for the Defendant having purchased
Diamonds of so bad a Quality, at least fifteen p.Ct worse than Diamonds in
general were purchased for that Season and sending the whole Consignment home
contrary to such express Orders this Deponent also declares He sent a Merchant with
a Parcel of Diamonds to the Defendant which were above fifteen p.Ct better
than the Diamonds bought by the Defendant but he only looked at them, and
returned them, the Cause is very plain the Defendant purchased those other
Diamonds, because he had them at Credit and gave his Bond or Bill to the
Merchant for the said Diamonds this Deponent having been so informed by the said
Merchant further this Deponent saith not

Petr. Marriette

Richard Lathom
Examiner

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and
Examined on the part and behalf of the Defendant, in a certain Cause wherein John Delavaine
is Defendant and Aaron Franks by his Attorney George Shatton Esquire is Complainant

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

Peter Marriette 2d Are you or are you not Acquainted of the Defendant's Purchasing any
Goods for the Complainant, If Yea what Goods and at what time or times, Did or
Did not the Defendant request of your coming to see such Goods and to give your
Opinion of them if Yea at what time and what was your Opinion of the said
Goods, was or was not the said Goods Invoiced and Registered If Yea in whose
name or names was or was not an Account Current made out and a Letter Signed
If Yea by whom was you, or was you not a joint Cognizee in any Commission
with the Defendant when the Prince Henry Packet was dispatched If Yea

Defendant before the Departure of the Prince Henry Packet, Apply to you to Assist him in the Providing of such Goods If You Did you not Assist him, if not what prevented the whole you know touching this matter from the beginning unto the end fully and particularly Declare

To Interrogatory 3d Did or did not the Defendant Purchase any Goods from You If You what Goods and at what Rate or Rates, did he Purchase them, were such Goods sold upon Credit, or were they not, If Yea, what Credit was given, the whole you know touching this matter fully and particularly Declare

To all the Witnesses 4th 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 or for the Defendant believe, with the reasons of such your Knowledge, or belief

Will Caswell
Attorney for the Defendant

Mayors Court at Madraspatnam

Between Aaron Franks by his Attorney George Shatton Complainant and John Petrozaire Defendant

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

Peter Manette of Madras Merchant Aged 58 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th day of July 1765 sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Compass who left a Note of the name Stile and Place of Abode of the said Deponent and of Defendant on the same day being Sworn and Examined deposeth as follows

1st To the first Interrogatory this Deponent saith he has known the Complainant and Defendant more than 20 Years

2d To the second Interrogatory this Deponent saith he was acquainted with the Defendants purchasing Goods they were Diamonds of the Sorts Mangelin and small yellow Boarts they were purchased some time in the month of June 1768 This Deponent declares the Defendant never sent to him to come here the Goods this Deponent says that on the 23d June 1768

then went this Deponent back to know whether he should purchase the said Parcel to which the Defendant for answer he had provided himself with Goods that greatly surprized this Deponent, who did not think he had Judgment enough in Diamonds to purchase any. This Deponent then went to the Defendant to demand a sight of the Diamonds which when he saw he found to be very bad and then told the Defendant he had given too great a price for such Goods, and that they were not the Assortments the Complainant had sent for The said Goods were Regulated to the best of this Deponents remembrance on the Defendants name This Deponent being extremely vexed did sign without thinking an Invoice, but when this Deponent came to reflect upon what he had done, he returned to the Defendant and told him that putting his name to an Invoice of such bad Goods would greatly injure him in the opinion of those who should purchase the said Diamonds he therefore proposed to the Defendant, that if he would let him tear off his Name he would give up his Commissions, to which the Defendant replyed, Sir you may do as you will You may tear out your Name or the whole Letter or burn it if you please this Deponent then went Home and tore the Letter This Deponent declares he did not sign any other Letter or Account Current that he was a Joint Consignee with the Defendant when the Prince Henry Packet was dispatched, and Mr Aaron Franks was the Employer This Deponent cannot take upon himself to say there was not a possibility of procuring Goods that this Employer ordered that the Defendant sent him a Letter to sign to Mr Franks wherein he says That Mr Morse informed us that Mr Franks had a large Risque on this Packet but this Deponent cannot assert he heard Mr Morse say so The Defendant never applyed to this Deponent to assist him in the purchase of any Diamonds to go by the Prince Henry Packet

3d To the third Interrogatory this Deponent saith the Defendant never purchased any Goods from him, but from the Merchants at Credit which were without doubt as this Deponent says for they he paid ready for them more this Deponent deposeth not

Richard Sathom
Examiner

Peter Manette

Mayors Court at
Madraspatnam

Debonair Aaron Franks his Attorney
George Shatton Complainant and John Debonaire
Defendant

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

Nel Bacon Banker of Madras Merchant Aged 50 Years a Witness produced and
sworn in this Cause on the part of the Defendant on the 16th day of July 1765
at the Office of Mr Charles Bromley Attorney for the Complainant by Joseph
who left a Note of the name Title and Place of abode of the said Deponent and afterwards
of the same day being sworn and examined deposeth as follows viz —

To the first Interrogatory this Deponent saith he has known George Shatton 25 Years
John Debonaire 5 Years but he is not any ways related to either Mr Aaron Franks —

To the third Interrogatory this Deponent saith he excepting for these eight months last
past he has sold Diamonds to the Defendant from his first arrival at Madras
for which the Defendant paid them ready money more this Deponent deposeth
not to this or to the last Interrogatory —

Richard Sathom
Examiner

Sr. Mr. Jr. Debonaire & Peter Marriet — London the 18th Jan.y 1759

Sir

This serves to Inclose a Respondentia bond of Hope & Debonaire
for one Thousand Pound at 7. 8. & 9 Pagoda with Eight p.r premium and I desire you
will Insure the Amount in Roman 8s and Consign them to Messrs the Together
Hope & Company Ships Invoice by this that I should not have any Money thrown over
Board at last to leave it Committed by the first Ship or Ships Invoice for whether boat or
What you may think proper particular Apartments but I expect to purchase
Stones for Drops unless bought Cheap if any Men of War should Become home you may make
Me scheme on them unregarded, but if any opportunity should Offer that may enable you to give
Me Advice by what Ships you may make me Returns pray dont fail doing it, I desire also
that you will give me some Account in your Letter of the Quality of the Diamonds you
shall send me I wish you health & Remain

Sir

Your Most humble Servant
Aaron Franks

Mr Aaron Franks — 16th Febry 1760

We had the pleasure to write you 26 October last the Present
goes p.r Prince Henry Packet we are expecting the Oxford Capt Webber daily from
Bengal who goes from hence to Europe soon after her arrival here by whom we propose
to make you Returns for your Respondentia Bond on Debuke of 2287. 14. 6 Mr Morse
informed us you had a large risk on this Packet we therefore judged it better to defer the
returns till the next occasion which hope you will approve the Success of our Arms
on this Coast will animate Trade which has long laid dormant at this Place this
being the Need full we remain —

Fort St George 5th July 1765
A true Copy from the Letter Book
of John Debonaire of this Place
Merchant
Pr Chas Bromley
Not Publ

London the 25th March 1760

Sirs

I have your favour of the 6th August and Observe that you had

to My Unhappy Nephew God Rest his Soul, it had been happy for himself this Nearest Relations had he managed his affairs with Better Conduct I wish you health & Remain with Truth —

Sirs

Your obedient humble Servant
Aaron Franks

To Messrs Debonaire & Marriette

Mr Debonaire

Sir

In the Letter and Invoice to Mrs Franks I think it appears as if I had a concern in the Interest Money which You allow to Mr Franks for his Money) by Your Mentioning We in the plural Number pray send Me the Letter and Invoice to look over, at the same time to take a Copy I will return them in one Hour

I am Sir
Your humble Servant
Peter Marriette

July 12th 1760 —

London the 24th December 1760

Sirs

I have your favour of the 20th October in which you Acquaint me that you had received from Capt Debuke the Amount of his bond being Pagodas 2887 Mr C you will easily believe me when I tell you that I was greatly Surpris'd when the Prince Henry Arrived I had neither Line or Returns from you this is what I had no Reason to Expect and dont understand such treatment Especially as I know Mr Debonaire has made Large Returns to others I am —

Sirs

Mayors Court at Madraspatnam

Tuesday the 24th day of September Anno Domini 1765

Present

Claud Russell Esquire Mayor
Peter Marriette — Thomas Pomeroy
Edward Paddon — Anthony Sadlier
Reynold Adams — & Arthur Cuthbert
Aldermen

Between Aaron Franks of London in Kingdom of England Merchant by his Attorney George Stratton of Fortstant George Esquire Complainant and John Debonaire of the same last Mentioned place Merchant Defendant —

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill, The Defendants Answer, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with a Letter annexed The Interrogatories and Depositions on the part of the Defendant, Two Exhibits on the part of the Defendant on hearing the Readings made use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Defendant in the Remittance made by him acted Consistently with the Orders Contained in the Letter addressed to him and Mr Peter Marriette from the Complainant under date of the 18th January 1759 and tho Mr Marriette did not sign the Invoice Remitted by the Ajax for the Reasons Mentioned by him in his Letter to the Defendant now produced Yet as He did not Protest against the Purchase and the Remittance by that Ship He must appear to have tacitly Consented thereto, The Court being moreover of Opinion that the Defendant by the Remitting the whole by the Ajax appears to have acted entirely

Read and filed
1st October 1765

To the Honorable the Mayors Court
of the Town of Madraspatnam

Gentlemen

As there is at present a Vacancy by the Death of Mr Valentine Frederick late an Attorney in Your Honorable Court I now take the Liberty to offer Myself as a Candidate for the Place, If I am Fortunate enough to be Approved of by the Honorable Court I shall Endeavour by every Method in my Power to Discharge the Trust reposed in Me with the utmost care and Fidelity

I am

Gentlemen

Your Most Obedient and Most humble Servant

Jn° Sykes

Fort St George
6th October 1765

Read and filed
1st October 1765

To the Honble the Mayors
Court at Madraspatnam

Honble Gentlemen

As there is at present a Vacancy for an Attorney in your Honble Court by the Death of Mr Valentine Frederick I beg leave to offer Myself I flatter me I may be happy as to meet with your approbation I will discharge my Trust with Fidelity and Honesty and execute my Employ to the utmost of my abilities

With due Respect

I am

Honble Gentlemen

Fort St George
1st October 1765

Read and filed
1st October 1765

To the Honble the Mayors
Court at Madraspatnam

The Humble Petition of
Philip Russer

Sheweth

That your Petitioner being informed that a Vacancy in this Honble Court has happened by the decease of Mr Valentine Frederick late one of the Attornies of this Honble Court

Your Petitioner therefore most humbly prays this Honble Court that this Honble Court would permit your Petitioner to practise as one of the Attornies in the said Court which if Your Petitioner is admitted a Constant attendance Gratis and diligence to the Business of this Honble Court shall ever be the sole object of your Petitioner and Your Petitioner shall ever Pray

Fort St George
October 1st 1765

Read and filed
7 August 1764

To the Honorable the Mayors
Court at Madraspatnam

Humbly complaining shew unto this Honorable Court Your Orator Dennis de Castro of Fort Saint George Merchant and James King late of the same Place Gentleman by your Orator as his Attorney Administrator total and singular the Goods and Chattels Rights and Credits of Abraham Browne late of the same Place deceased That Candish be of Saint Thome Inhabitant being Possessed as an Attorney to the late Under Taker or pretending to be possessed of a Garden lying and being in Saint Thome and being so possessed came to an Agreement with the aforesaid Abraham Browne in his life time for the absolute Purchase of the said Ground or Garden known by the name of the Padres Garden in Consideration of the Sum of One hundred and Ninety Pagodas which said Agreement bears date the twenty

promise to pay the reminder on making him the said Abraham Browne a good Title
to the said Garden And your Orators further shew that during such Transactions before
Mentioned that one Aga Mahomed Amier an Inhabitant of Saint Thome aforesaid
laid Claim to the Premises above recited as his Right and Property on Which Claim
the said Abraham Browne was obliged to desist fulfilling his Engagements with
Cudersibe till the matter should be settled and adjusted between the Claimants to the
Garden in dispute in the mean while the said Abraham Browne possessed himself
of the Garden and Erected a house on the same and soon after Aga Mahomed Amier
made a demand of the Premises in dispute which the said Abraham Browne refused
to give up on which refusal a Prosecution commenced against the said Abraham
Browne in this Honorable Court for the same some time after the said Abraham
Browne departed this Life Your Orators further shew that they as Admrs to the
said Deceased entred an Agreement bearing date the second day of March one
thousand Seven hundred and Sixty four with the said Agamahomed Amier as
Your Orators knew that such Agreement was intended to have been put in Execution
before the decease of the said Abraham Browne that on Condition of this the said Aga
Mahomed Amier withdrawing the Suit each party paying his own Costs and on
the said Aga Mahomed Amier producing a Chaultry Bill of Sale of the said
Premises in dispute that your Orators would pay the Sum of five hundred Pagodas
as the Purchase money for the said Garden as by a Reference to the said Agreement
ready to be produced to this Honorable Court will more fully appear And your
Orator further sheweth that by a Memorandum of the twenty first of January one
thousand Seven hundred and Sixty two it appears that Cudersibe promised
Abraham Browne in his life time to indemnify him on Account of the
Prosecution carried on between the said deceased and Aga Mahomed Amier
aforementioned by making over to him several Gardens situate within the
bounds of Saint Thome Viz. the Garden Chalendry the Garden Headgaw
the Garden Gungra Vell and a Mortgage house with the Grounds adjoining with
their Original Writings by which he the said Cudersibe held the same And
Your Orators further shew that the said Cudersibe and Aga Mahomed Amier
entred their several Pretensions on the Chaultry in order to obtain a Title to the
Garden in dispute for your Orators but the same were [illegible]
to the Justice thereof [illegible]

either of them And Whereas Your Orators have frequently and in an amicable
Manner both by themselves and others since the decease of the said Abraham Browne
applied to the said Cudersibe and to the said Agamahomed Amier to make good
their several Pretensions and to give your Orators a clear Title to the said Premises

But now so it is and may it please this Honorable
Court the said Cudersibe and Aga Mahomed Amier obstinately and wilfully
refuse to give Your Orators any manner of Satisfaction touching the Premises Your
Orators therefore pray that the said Cudersibe may produce all and every such
Writings or some satisfactory Evidence concerning his Pretension to the said
Garden and become to an Account with your Orators for the money advanced by
Abraham Browne in his life time on Account of the said Agreement with him
the said Cudersibe entred into, And that the said Aga Mahomed Amier may
either be obliged to make out his Pretensions to the said Premises or to tally to give
up his Pretensions to the said Garden and disengage your Orators from their
Agreement. To the End therefore that the said Cudersibe and Agamahomed Amier may
upon their several and respective Corporal Oaths true and perfect Answer make to all
and Singular the Premises 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
more particularly that the said Cudersibe may set forth and discover whether he did not
enter into such Agreement as herein before set forth or any other or what Agreement And
Whether your Orators have not since the making of such Agreement by themselves or
others offer to pay such their several Sums upon Receipt of a Chaultry Bill of Sale of the
Premises, And whether your Orators have not requested a fulfilling of their several
Engagments and whether they have done it, and why they did not and for What
reason And that the said Cudersibe and Aga Mahomed Amier or either of them
may be Compelled to give your Orators a Chaultry Bill of Sale for the Premises And
that your Orator may have the Possession of the said Premises free from Incumberances
And that Your Orators may have such other and further Relief as the Nature and Circumstances
Premises as to this Honorable Court shall seem Meet

May it please this Honorable Court to cause the said
Cudersibe and Agamahomed Amier to be Summoned and required by the Sheriff of
Fort Saint George Town of Madrapatnam and the districts thereof personally
to be and appear before this Honorable Court at a certain time and place to be
this Honorable Court prefixed and appointed there and there to stand to and abide
by such order and Decree therein as to this Honorable Court shall seem Meet

Read and filed
7 October 1764

The Separate Answer of Cader Saibo of Saint Thome in the East Indies Defendant to the Bill of Complaint of Daniel de Castro of Fort St George Merchant and James King late of the same place Gentleman, and Administrators to the Estate of Abraham Brown Deceased late of Fort St George Merchant Complainants

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 and insufficiencies in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make answer unto He this Defendant answereth and saith that he is an Attorney for Syde Seladuin Punsada is possessed of a Deed of gift of all the real and Personal Estate of one Shaver Bannue Deceased, as also all the Title Deeds belonging to the said Shaver Bannues Estate, all which are ready to be produced to this Honble Court when required whereby it will fully and clearly appear that the said Syde Seladuin Punsada this Defendants Constituent hath an indubitable right to the Premisses and that no imposition Deception or Defraud hath been made use of by this Defendant for the Donation granted unto the said Syde Seladuin Punsada by the said Shaver Bannue Relict of Aga Mahomed Muquim was given as a Dowry or Marriage Portion to the grand Daughter of the said Shaver Bannue adopted Son, on or about the Twenty third day of the month Rabial Awel and in the Year one thousand One hundred and twenty three, according unto the Mahometan Style at which time the said Shaver Bannue delivered over to him all the Title Deeds to the said Premisses in the Presence of several Persons amongst whom was Aga Mahomed Amin who Pretends to have a Claim to the said Premisses and to ratify or confirm her Donation to the said Syde Seladuin Punsada she sent for all the Tenants and acquainted them that She had given all her Estate to the said Syde Seladuin Punsada for his Accomplishing a Marriage with Her adopted Sons Grand Daughter and that they must look upon Him as the sole Heir to the Estate and Pay him all the arrears of Rent that is due to the said Estate which they have complied with and this Defendant further begs leave to acquaint this Honble Court that the said Shaver Bannue departed this Life on the Twenty eighth day of the Month and

to defray the Obsequies of the interment of the said Shaver Bannue deceased which this Defendant humbly Presumes vests in Title to him the said Syde Seladuin Punsada to the Donation and as the said Aga Mahomed Amin did not Contribute any thing towards Her interment in Consequence of his ingratitude to the Donor his Donation even supposing it to be a just one, this Defendant humbly Presumes should be annulled this Defendant further Prays leave to set forth to Corroborate the said Syde Seladuin Punsadas Title to the Premisses in Dispute that John Lewin Smith Esqr was desirous to Purchase from the said Aga Mahomed Amin a Garden known by the name Coodrage Garden, but the said Aga Mahomed Amin not being able to get a Choultry Bill of sale for the said Garden the said John Lewin Smith applied to this Defendant for to sell him the said Garden which this Defendant readily Complied with and upon this Defendants application to the Choultry Court He obtained a Choultry Bill of sale, without the least interruption or Molestation from the said Aga Mahomed Amin now what this Defendant would infer from this is that if the said Aga Mahomed Amins Deed of Gift was Authentical He would certainly have interrupted this Defendant and not have relinquished his Pretensions to the said Garden, this Defendant denys to have sold unto Abraham Brown the whole of the Garden that formerly belonged unto Matthew Carvalho lying and being at St Thome which Garden goes by the name of Matthew Carvalhos Garden, and not by the name of the Padres Garden, but this Defendant Acknowledges that he sold apart of the said Garden unto the said Abraham Brown for the sum of One Hundred and Ninety Pagodas this Defendant also admits to have received from the said Abraham Brown the sum of Eighty Pagodas at Different times towards the Payment of the said Garden this Defendant cannot admit that He ever promised the said Abraham Brown to indemnify him from any prosecution or that He ever made over any Gardens to him the said Abraham Brown as set forth by the Complainants in their Bill of Complaint But on the Contrary when the said Abraham Brown applied unto this Defendant to sell or dispose of a part of the said Garden He acquainted him that His Constituent the said Syde Seladuin Punsada was despouting his Title with the said Aga Mahomed Amin and until He this Defendant had made the Property of the said Syde Seladuin Punsada to the Premisses appear, He this Defendant could not Presume to sell or dispose of any part of the Premisses in dispute the said Abraham Brown then told this Defendant that He would defend Him against any Prosecution which might happen on that Account which induced this Defendant to sell the said Piece of Ground to the said Abraham Brown for the said Sum of One Hundred and Ninety Pagodas this Defendant admits that the said Aga Mahomed Amin did commence

Premisses in Dispute this Defendant further prays leave to acquaint this Honble Court that whilst the Prosecution was carrying on in this Honble Court between the said Aga Mahomed Amin and the said Abraham Brown, that he the said Abraham Brown requested of this Defendant to sign a Paper which he had wrote the Purport of which was that this Defendant had Mortgaged the Gardens of Chalendry Headgaw and Gengra Tilt as also a House that was Mortgaged to the Estate with all the Title Deeds that this Defendant had belonging to the Estate to him and the reason that the said Abraham Brown assigned when he requested this favour from this Defendant was that Aga Mahomed Amin had taken Possession of the said Gardens of Chalendry Headgaw and Gengra Tilt and that He the said Abraham Brown could not dispossess Him of them until this Defendant had Signed to the said Paper which this Defendant complies with But this Defendant assures this Honble Court that he never received any Consideration whatsoever from the said Abraham Brown for the said Gardens of Chalendry Headgaw and Gengra Tilt nor were they Assigned over to the said Abraham Brown to indemnify him from the Prosecution that was in this Honble Court, for it was no otherwise then as above recited, and this Defendant further prays leave to set forth that the said Abraham Brown came to this Defendant the last time that Nabob Mahomed Ally Cawn was here and told this Defendant he was going to sell his house and ground on to the said Nabob Mahomed Ally Cawn for 3 Prime Cost and desired this Defendant to give him a Receipt for the said Sum of One Hundred and Ninety Pagodas which this Defendant Complied with notwithstanding He this Defendant had received no more then the said sum of Eighty Pagodas at three Payments entirely placing his Confidence in the Integrity of the said Abraham Brown for the remainder sum of one hundred and Ten Pagodas this Defendant further humbly begs leave to acquaint this Honble Court a little before the Death of the said Abraham Brown that he the said Abraham Brown went for the said Aga Mahomed Amin and entered into an agreement with him to Pay him the Sum of Five Hundred Pagodas Provided that the said Aga Mahomed Amin would withdraw his Suit against him from this Honble Court and Procure him a Choultry Bill of Sale of the said Premisses in dispute this Defendant is therefore greatly Surprised that after the said Abraham Brown had given this Defendant his word to Defend this Defendants Constituents Claim against the said Aga Mahomed Amin should Enter into any agreement with the said Aga Mahomed Amin which retracting or revoking of his Promise this Defendant humbly Presumes will not escape the Notice of this Honble Court this Defendant

deceased, entered into an Agreement with the said Aga Mahomed Amin to Pay him the Sum of Five Hundred Pagodas when he procured them a Choultry Bill of Sale of the Premisses in Dispute and withdrew his Suit against the said Abraham Brown deceased from this Honble Court which the said Aga Mahomed Amin consented to do and accordingly withdrew his Suit from this Honble Court but could not obtain a Choultry Bill of Sale of the Premisses in Dispute, for this Defendant had presented a Petition to Samuel Ardley Esqr. Shewing that this Defendants Constituent had a Claim to the said Premisses in dispute whereof for the said Aga Mahomed Amin and Ordered Him, and this Defendant to bring their Titles to him, as this Defendants titles were lodged in this Honble Court He was Obliged to apply to this Honble Court for the same which was granted him and when he this Defendant had taken out his Titles from this Honble Court this Defendant and Daniel de Castro one of the Complainants went to the said Samuel Ardley Esqr. and took with them all the Title this Defendant had to the Premisses in Dispute after the said Samuel Ardley Esqr. had Perused the said Titles of this Defendants Constituent was pleased to Decided it in the Favour of the said Daniel de Castro One of the Complainants and the said Aga Mahomed Amin but the Decision that the said Samuel Ardley Esqr. had given was not anyway Satisfactory to the said Aga Mahomed Amin nor would the said Aga Mahomed Amin abide by it, but went and applied to George Stratton Esqr. for redress upon which Complaint of the said Aga Mahomed Amins the said George Stratton Esqr. Ordered this Defendant to Produce his Titles before him which was Accordingly done and the said George Stratton Esqr. told the said Aga Mahomed Amin if this witness would take their Oath at the Marques that his Deed of Gift granted by the said Shaver Bannarow was an Authentick one then he might obtain a Choultry Bill of Sale and that untill his Witnesses had taken their Oaths no Choultry Bill could be granted and as the said Aga Mahomed Amins Witnesses would not take their Oaths this Defendant humbly Presumes it is evident that the said Aga Mahomed Amins Deed of Gift is not Authentical and this Defendant further saith that as soon as the Dispute Between this Defendant and the said Aga Mahomed Amin is Determined this Defendant will Procure the Complainants a Choultry Bill of Sale and settle with them

All which matters and things this Defendant is ready to aver Maintain and prove as this Honble Court shall Direct and humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

Wm Jones

Read and filed
9th October 1764

The Joynder Answer

of Aga. Mahomed Ameen of St Thomas Inhabitant Defendant to the Bill of Complaint of Mess.rs Daniel de Castro and James King Admors to the Estate of Abraham Browne Decased

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 and Untruths in the said Bill Contained for answer thereunto or unto so much thereof as this Defendant is advised Sith materially Concern him to make Answer unto he this Defendant Answers and Saith that he admits to have made a Claim in a Garden Purchased by Mr. Abraham Browne deceased which said Premises the said Abraham Browne had by Verbal Leave such purchase taken the Possession of But as this Defendant was then and is now well assured that he is possessed of the best Title to the said Premises he for the Recovery thereof preferred a Bill in this Honble Court against the said Abraham Browne in which suit all the proceedings were finished Except the Examination of Witnesses But this Defendant doth further Suggest that the said Abraham Browne as this Defendant truely believes being well persuaded that the Claim this Defendant had upon the said Premises was in appearance founded upon more Authentick vouchers than these of one Lauder Lisle of whom he had made the said purchase came one day to this Defendants House at St Thomas and requested of this Defendant to sell the same to him which this Defendant then Refused to do, But this Defendant being afterwards Requested by the Nabob Mahomed Ally Cawn to comply with the said Deceased's request the deceased having waited upon the Nabob to request that He would make use of his Interest with this Defendant for his purpose if this Defendant then Consented to a sale thereof upon a Conference afterwards had with the said Deceased the following terms of accomodation were agreed upon between the said Deceased Mr. Abraham Browne and this Defendant that the said Garden in dispute should be divided into three Equall parts that two of these parts should be the property of the Deceased and the other one remain the property of this Defendant and as a price for the said Premises the said Deceased was to pay this Defendant the full Sum of five hundred Pagodas of Madrass as also two full Years rent of the said Premises upon this Defendants producing a sufficient Deed of Sale of the Premises that the said Deceased should purchase and Each to pay his own Charges in consequence whereof the said Deceased then sent for a Bricklayer and ordered the said Garden to be measured out in such manner as is before set forth which was accordingly done A few Days after this the said Abraham Browne departed this Life upon this Defendants Hearing of which this Defendant applyed Himself to Mr. Daniel de Castro one of the Complainants for the Payment of the sum agreement upon as before set forth who putting this Defendant off from time to time at Last this Defendant applyed by Petition for Redress to the Honble Robert Palk Esqr. who upon writing some thing on the Back thereof desired this Defendant to carry the said Petition to the said Mr. Daniel de Castro who upon view thereof this Defendant Entered into an Agreement with the said Daniel de Castro to the Effect recited in the Complainants Bill And this Defendant further sets forth that no Endeavors has been wanting on the part of this Defendant to fulfill the said Agreement but to no Effect as upon application to Samuel Ardley Esqr one of the Justice of this Town for a Bill of Sale he has been Impeded from Obtaining the same by Lauder Lisle the other Defendant in this Cause who alledges that he has also a Claim to the said Premises it is therefore necessary for this Defendant in this his Answer to set forth his Title to the said Premises this Defendant prays leave to observe to this Honble Court that having Consummated a Marriage with the Daughter of one Shaw Bannie the said Shaw Bannie made over the said Premises by a Deed of Grant to her said Daughter as appears upon Reference to a Translate thereof marked C hereunto annexed for the Inspection of this Honble Court And this Defendant in Support of the Authenticity of the said Deed prays Reference may be had unto a Translate of a Decree of the Nabob Mahomed Ally Cawn had upon the Veracity of the said Deed Marked A as also the Translate of another Paper marked B All hereunto annexed the Authenticity of the Originals of which this Defendant is ready to prove by sufficient Evidence

This Defendant acknowledges that he has been called upon to Perform the said Agreement Entered into with the Complainant the said Daniel de Castro

All which Matters and things this Defendant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges on this behalf most wrongfully Sustained

Archdale Palmer
Attorney for the Defendant

A

Translate as near as can be from Persian Language a Perwana from Persian Language which Said to have been Signed by the Mark and Seales by the Seal of Nabob Mahamed Allee Cawn other ways by the Title called Nabob Sarraja Dowla bearing Date May the 26th 1760

(L.S)

Knowall the Present Rules and Clerks of St Thomas and those that will Come hereafter to be Rules and Clerks of the said Place and the Present Inhabitans and those that will come hereafter to be Inhabitants of the said Place that the Cause of Mahomed Amin after the due Examination into the Proofs of the Last Will and Testament of the Aga Mahomed Moquim Deceased and the Deed of Grant of Shaur Bannue the Wife of the said Mahomed Moquim also Deceased, and on the Hearing of the Depositions of the Witnesses proved and affirmed by Me that no Body Shall make the said Mahomed Amin Lyable to any Molestation on Account of the Disputes and Controversys of Complaints against the said Mahomed Amin and the Large Garden Ca Thilla between and belonging the said Mahomed Amin and all the above mentioned Person Shall observe the said above Writing Dated May the 26th 1760

Said the Original of this Writing is been Signed by the said Nabob Mahomed Allee Cawn with his own Mark

True Translate as near as can be

Thadeus Aga Perry

B

Translate as near as can be of a Judgment Said to be of Mafuz Cawn otherways by his Title called Shamath Sang which is written at the Foot of the Deed of Grant of Shaur Bannue and Seald which is Said with his own Seale

I Shamath Sang do hereby declare that it was proved the said Large Garden to be the Property of Mahomed

True Translate as near as

C

Translate as near as can be from Persian Language of a Deed of Grant Said to have been Executed and Marked by one Shaur Bannue with her own Mark Bearing Date October the 11th 1759

Knowall Men by these Presents that Shaur Bannue the Daughter of Merza Ibraham and the Wife of Aga Mahomed Moquim Deceased do hereby declare and acknowledge to have by My own Consent and will and in Conformity to the Virtue of Our Law and during My life Time and being in good Health of Body and of Sound and disposing Mend granted and made over and gave the Large Garden which was purchased by the said Aga Mahomed Moquim Deceased which became my Property unto the Daughter of Aga Allee Akbar Deceased, and Wife to Aga Mahomed Amin of Espahan, Together with my Property of the Sum of Mortgage of a House belonging to one Mirza Mahomed Said Mr Son of Hammaun Begg which House is Mortgaged unto Me And also I do hereby acknowledge that All the above Mentioned Premises shall be deemed as Properties of the Wife of the said Aga Mahomed Amin and she Shall have full Power over them and no Body whosoever Shall have any Claim or Right thereto and in case any Body or whosoever should rise any Dispute or Claim to the Right thereof they shall be deemed as a criminal in our Law and Also also hereby declare this writing to have execute as a Deed of Grant which at the Time of occasion shall be proved serviceable, Dated October the 11th 1759

Said to be the Mark of the said Shaur Bannue

I Merza Abdool Karim do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue (L.S)

I Mahomed Rahim do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue (L.S)

I Said Father Allee Cawn do hereby declare to have Witnessed to this by Me by the Consent of Shaur Bannue (L.S)

I Merza Abdool Hosen do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue (L.S)

I Cannonlla do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Shamer Caun do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Mahomed Shafia do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Pomella Shaw do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Hasan Bagg do hereby Declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Mahomed Allee Saker do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Meer Baker the Son of Meer Abdool Rahiem do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Yezamal Pun Caun do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Hasen Saib do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue

I said Caun the one fond Caun do hereby declare to have Witnessed this by the Consent of Shaur Bannue.

I Mahomed Caun do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

NB Therein one Witness Whose Name is undiscernable in his Seal (LS)

I Mahomed Awany Subzawary the Son of Mirza Abraham do hereby Declare to have Witnessed this by Me (LS)

I Shawan Shaw do hereby Declare to have Witnessed this by Me

I Mahomed hoosen do hereby declare to have Witnessed this by Me

Trust Translate as near as can be &c.

Maddeus aga Perry

(Copy) from the Translator delivered into Court

Read and filed
6th November 1764

The Replication of Daniel de Castro and James King Administrators to the Estate and Effects of Abraham Bonnene deceased to Answer of Cauderube

These Repliants saving to themselves all Advantages of Exception to the many Errors and Uncertainties contained in the Defendants said Answer for Replication thereunto saith that all and Singular the matters and things in and by their said Bills of Complaint already said they will ever be ready to maintain and prove to be good certain and sufficient in the Law to be Answered unto in manner and form as the same are therein or thereby set forth and declared, And these Repliants for further Replication say, that they are extremely well satisfyed with the Assertion of the Defendant respecting his Title Deeds to the Premises and on his producing due Proof of the same they are willing to pay of the remainder of the money that the deceased in his Life time had engaged to pay, but in case he the Defendant is not able to procure such Proofs then these Repliants humbly conceive he the Defendant ought not only to pay the Costs of this Suit but the Damages that they these Repliants as Administrators to Abraham Bonnene deceased have sustained by the unjust Claim (if it should appear to be so) that he the Defendant hath made to the Premises, And these Repliants say that the behaviour of the Defendant in the Transaction now before the Court hath been by no means fair and just his endeavour by a Plausible Story to the Deceased Abraham Bonnene in his life time to obtain money upon a Seeming Title to the Premises now in dispute and when calld upon to produce Evidence to validate the justness of his Title could not, or would not, nor let any person whatsoever that had actual Claim to the disputed Premises make good their pretensions to the same as Witness his the Defendants opposing and obstructing Aga Mahomed Amin in procuring these Defendants as Administrators as aforesaid a good and sufficient Title to the Premises and since the decease of the said Abraham Bonnene refusing to make good his Engagements (made with the said Abraham Bonnene in his life time) to these Repliants as Administrators aforementioned, which the behaviour of the Defendant these Repliants say, that they as Administrators aforesaid were obliged to fly to this Honble Court for Assistance to Compell the Defendant either to make good his Title to the Premises in dispute or to give up his Pretensions thereto and disengage the deceased's Estate from any Agreement entered into with him

him And these Repliants further say that to any other matter or thing in the Defendants Answer set down and which is not hereby sufficiently answered unto the same is very Evasive untrue and insufficient for these Repliants to be replied unto

All which matters and things these Repliants are ready to aver maintain and prove in such manner and form as this Honorable Court shall direct and humbly pray as in and by their said Bill they have already prayed

Chas. Bromley
Attorney for the Repliants

Read and filed
6th November 1764

The Replication of Daniel De Castro and James King Admrs to the Estate of Abraham Browne deced to the Answer of Aga Mahomed Amin

These Repliants saving to themselves all Advantage of Exception to the Defendants said Answer for Replication thereunto say that all and singular the matters and things in and by their said Bill of Complaint already said they will justify maintain and prove to be good certain and sufficient in the Law to be answered unto in such manner and form as the same are therein and thereby set forth and Declared And for further Replication these Repliants say that to any Matter or thing alledged in the Defendants Answer the same may be true and that the several Translations of the several Deeds annexed to the Defendants Answer may likewise be true and in all probability may be confirmed by the Evidence of Credible Witnesses which if in fact the several Titles by which the Defendant claims aright should appear to be real and just then they these Repliants are willing to abide by such the Promise of the deceased Abraham Browne in his life time and the Promise that they these Repliants have since made to the Defendant provided such Title will procure these Repliants as Admrs to the said Abraham Browns Estate all clear and disencumbered Title to the Premises in dispute These Repliants further say they were always ready and willing and now are ready and willing to pay the said Defendant the sum of five hundred Pagodas upon procuring these Repliants a Title to the Premises And these Repliants further say the Defendant were well knowing what trouble

concerning the same but the Defendant by some Methods or Combination with others have led these Repliants into many inconveniences to the great detriment of the deceased Abraham Brownes Estate and by such behaviour of the Defendant these Repliants were induced to fly for Relief to this Honorable Court in order to Compell the Defendant to fulfill his Engagements with these Repliants or to relinquish his Title to the Premises and to disengage the Defendant from any Agreements entred into with him for or by reason of the Estate of the said Abraham Browne And these Repliants further say respecting the Prayer of the Defendant Relative to Costs these Repliants humbly Conceive the Defendant must pay all Costs together with such damages as the Estate of the deceased Abraham Browne hath sustained as the the Defendant hath not in pursuance to his Agreement with these Repliants procured such Instrument as will put the Estate of the said Abraham Browne into the real possession of the Premises And these Repliants further say that to any other Matter or thing in the said Answer contained and which is not hereby sufficiently Answered unto the same is very insufficient and uncertain for these Repliants to make any other or further Answer unto

All which matters and things these Repliants are ready and willing to verify maintain and prove in such manner and Form as this Honorable Court shall direct and humbly pray as in and by their said Bill they have already Prayed

Chas. Bromley
Attorney for the Repliants

Read and filed
8th January 1765

The Separate Rejoinder of Candler Scib of Saint Thomas Inhabitant Defendant to the Replication of Daniel De Castro of Fort Saint George Merchant and James King late of the same place Gentleman Administrators to the Estate of Abraham Brown Deceased late of Fort Saint George Merchant Complainants

This Defendant now and at all times hereafter saving and reserving to himself all manner of Benefit and advantage of Exception to the many Errors uncertainties imperfections and insufficiencies in the said Replication contained saith that all and singular the matters and things in this Defendants

Defendant further saith with respect to this Defendants Constituent Title to the Premises now in dispute He doth not but undertake to make this Constituent title produce proofs to confirm the same and as the deceased Abraham Brown especially promised to defend this Defendant & Constituent against the Pretension that Aga Mahomed Amin might allege to the said Premises and as this Defendant & constituent claim He prays this Honble Court to take true narrative as follows sometime before the Death of Shaur Bannue She the said Shaur Bannue sent to Sitter to Silladon Persada then residing at Ollour informing Him She had a Grand Daughter of her adopted Sons of the same Tribe as herself to whom she proposed to him if he would marry her adopted Sons Grand Daughter that she would make a conveyance of all her real and Personal Estate to him upon receipt of this Letter He the said Silladon Persada came to St Thome where the said Shaur Bannue dwelt upon his arrival there she immediately executed an instrument of conveyance of all Her real and personal Estate unto Him the said Silladon Persada which was attested by a Posse of Witnesses excepting one Garden which She gave to Aga Mahomed Amin a deed of Gift of the same was presented to the said Silladon Persada upon Perusal of which he finding contrary to the Marriage agreement and Promise of the said Shaur Bannue rejected the same upon which the said Deed of Gift was torn and the said Silladon Persada finding the deception returned to Ollour upon which the said Shaur Bannue sent a Message inviting him to return assuring him that she would in every particular Article perform Her prior Promise in consequence of which on his return She sent for him and had another Deed of Gift wrote out and regularly executed by her the Translate whereof will be produced in due time wherein it will appear the said Shaur Bannue did legally give her said real and Personal Estate to the said Silladon Persada in the said Instrument of conveyance at the same time delivered to him all the Title Deeds to her said Estate amongst which was included the Bill of Sale of the Premises now in Dispute this was transacted in the Presence of Several People at which time the said Aga Mahomed Amin was well informed of the right of the said Silladon Persada to the said Instrument that He went to several Merchants & others of the said Town and told them that the said Shaur Bannue had made over to the said Silladon Persada the said Garden agreable to the said information they the said Natal and Mesty Chitty went to the said Shaur Bannue who confirmed the same to them

Deed of Gift to be drawn and prevailed several Witnesses to sign the same they who had been Witnesses to the first Deed of Gift of Shaur Bannues as before recited which was born in spite of her Character, however Aga Mahomed Amin affixing a Cross for a mark or Sign of Shaur Bannues he would have imposed the same for her true Sign but She protested against it and sent to the several Witnesses to be no further concerned in such Derby affair notwithstanding this Objection and refusal the said Aga Mahomed Amin has produced in this Honble Court the aforesaid forged Deed of Gift to maintain his false claim to the premises but to convince with Submission this Honble Court the Credences did not by Consent of the said Shaur Bannue Sign thereto which with Humble Submission to this Honble Court after what has been recited hopes will render the forged Deed of Gift of Aga Mahomed Amins invalid as this Defendant can produce the real Deed of Gift and the Bill of Sale of the Premises now in Dispute which this Defendant received from his Constituent this Defendant further saith that the said Aga Mahomed Amin hath no Bill of Sale and that the Garden recited in his forged Deed of Gift where in it is said to have been purchased by Mahomed Muquim which by the Bill of Sale it appears false for that the said Garden was purchased by Samal Mastin as is mentioned by the Translate of the said Bill of sale from the Portuguese, with Submission to this Honble Court can it be probably supposed that the said Shaur Bannue would deprive Her adopted Sons Grand Daughter of her right of inheritance to confer it upon Aga Mahomed Amins Wife who was born of her Slave, especially when she had so strenuously invited the said Silladon Persada to contract a Marriage with her adopted Sons Grand Daughter upon the Conditions already set forth this Defendant further saith that the said Aga Mahomed Amin to Corroborate his forged Deed of Gift having interested Himself with some of the Nabobs Principal Servants obtained an Order from the said Nabob investing Him with a property to the Premises and which he hath annexed to his Answer in the Light of an Award which a very improper Term as it intimates as if the Prince was chosen an Arbitrator in this Cause as for the Decree which he hath obtained it well known in these Eastern Courts how Subject Princes are to be misled by their Servants and often obtain their request without further examination through their insinuating influence which this Defendant humbly presumes is the present Case, this Defendant further saith that it appears by the Aga Mahomed Amins Application to the Nabobs Servants for their Interest that he was conscious of his forgery for had the Deed of Gift been genuine there was no occasion for such application this Defendant further saith that Said John Allen one of the Witnesses who had signed to Aga Mahomed Amins

Interrogatories exhibited to oppose first Whether He did or did not attest the forged Deed of Gift & Whether He did or did not Sign by the Consent of the said Shaur Bannue or Whether when He Witnessed the same if the said Shaur Bannue was Living or whether He did or did not Sign a Choultry Bill of Sale for part of the said Garden now in dispute from being executed which Mes Stephen Cawn had bargained with Aga Mahomed Ameen for

All which matters and things this Defendant is ready to Aver maintain and Prove as this Honble Court shall Direct and humbly Prays as in and by his said Answer he hath already Prayed

Will. Cranwell
Attorney for the Defendant

Read and filed
4th December 1764

Rejoinder of Aga Mahomed Amin to the Replication of Daniel de Castro and James King Administrators to the Estate of Abraham Bonnue Deceased

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 Insufficiencies and Uncertainties in the said Replication Contained For Rejoinder thereunto saith that he denyes that he has entered into any Combination with others as is set forth by the Replyant whereby the Replyants have been put to any Inconveniencies But on the Contrary it was always the desire of this Defendant Strictly to Perform the Agreement Relating to the Premises in Dispute From the Performing of which this Defendant has been prevented by Combination of others However this Defendant hopes he will now be able to make good his title to the Premises in Dispute which when done will enable this Defendant to furnish the Replyants with a proper and Authentick Bill of Sale thereof

And this Defendant says as in and by his said Answer has already said and does and will aver all and every matters and things therein Contained to be true as the same are therein and thereby alledged and Expressed

Jehodah Palmer

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein Daniel de Castro and James King Administrators to the Estate of Abraham Browne Deceased are Complainants, and Cander Saib, is Defendant

To all the Witnesses

1st ..... Do you Know the parties Complainants and Defendant in this Cause if Yea, how long have you known them or either and which of them Declare

Abdul Rahaim

2d ..... Did you or did you not draw out the instrument of conveyance now shewn you, if Yea, at whose request and when and where was it properly executed or did not the whole you know touching this matter, fully and particularly Declare

Abdul Hussen / Mirza Amanuallah

3d ..... Did you or did you not attest the instrument of conveyance now shewn you, if Yea, at whose request and when and where the whole you know touching this affair fully and particularly declare

Abdul Rahaim / Abdul Hussen / Mirza Amanuallah

4th ..... Do you know or do you not know whether Shaur Bannue deceased put any Person in possession of her Estate some time before her death, if Yea what Person what day what month and what Year and what induced her to it, the whole you know touching this matter fully & particularly declare

Nanal and Sethian

5th ..... Was you or was you not, ordered by the said Shaur Bannue to pay your Rent to a certain Person, if Yea, to what Person and when and where was you Ordered and what Person or Persons were present what Gardens did you rent and to whom did you pay the rent was you or was you not told by any Person or Persons, that the said Shaur Bannue had given all her Estate to a certain Person if Yea, what Person or Persons told you, and to whom did he or they say it was given to did you or did you not upon this report go to the said Shaur Bannue to know the truth of it, if Yea, did she confirm the same or did she not the whole you know touching this affair fully and particularly declare

6th ..... Did or did not Selladen Pursaud Mortgage any thing with you, if Yea, what did he Mortgage and for what sum or sums of money and when and where and what was the Occasion of his Mortgaging the said things with you the whole you know relating to this matter fully and particularly declare

Dubash

7th ..... Were you or are you not acquainted of the Defendant Signing a Paper at the request of Mr Abraham Bonnue Deceased if Yea what was the Purport of the said Paper and when and where was it Signed Do you know or do

between the said Abraham Brown Deceased and the Defendant if You, what was the purport of the said conversation Do you know or do you not know if the said Abraham Brown Deceased assigned any reason for his request, If Yea, what reason did he Assign the whole you know relating to this affair from the beginning unto the end and how you came to know the same fully and particularly Declare

To Shamachier Coven Naza maidy Coven Bubbydaib Pattamah

8th ..... Are you or are you not acquainted of Shaur Bannue bearing a Deed of Gift, If Yea, by whom was it Witnessed by what induced her to Seal it and to whom was it made the whole you know relating to this matter fully and Particularly Declare

To Bubbydaib and Pattamah

9th ..... Do you know or do you not know whether the said Shaur Bannue made any other Deed of Gift, If Yea, to whom did She make it and on what Account was it made and when and where the whole you know relating to this matter and how you came to know the same fully and Particularly Declare

To Mohamed Ajum Mahomed Saad & Bubydaib

10th ..... Do you know or do you not know whether the said Shaur Bannue sent to any Person or Persons to Caution them not to attest the Paper that was brought to them, If Yea, to what Person or Persons did She send to and what Paper was it that She desired them to be cautioned of did not attest it and to whom did the said Paper belong and who brought the said Paper to them and what endeavored her to caution them, Did the said Shaur Bannue or did She not ever declare to you She did not set her mark to the said Paper She had cautioned not to be attested If Yea what day what month and in what Year did She declare this the whole you know concerning this affair and how you came to know the same fully and Particularly declare

To Shamachier Coven Naza maidy Coven and Subbamahmah Alla

11th ..... Did you or did you not attest the Deed of Gift that Aga Mahomed Shaur hus if Yea at whose request did the Donor write her name or put her mark in your presence or Did she not if Yea when and where was it given and what other Person or Persons were present the whole you know touching the matter fully and Particularly Declare

To Abdul Cadry

12th ..... Did or did not the said Shaur Bannue ever time to time Deliver Orders for you to pay the Ballance due to her to certain persons If Yea to whom did She Order you to pay the Ballance or Did she not the said Shaur Bannue assign or give you any

pay the said Ballance to the Person She Ordered You If Yea, to whom by name and when and where did you pay it the whole you know relating to this affair fully and Particularly declare

To Abdul Cadry Uncadashen

13th ..... Do you know, or do you not know if any Person Promised the Defendant that he will Secure him from any charges that might Arise upon Aga Mahomed Ameens Execution If Yea, what Person and on what Account did he make this Promise and when and where the whole you know touching this matter and how you came to know the same fully and Particularly Declare

To Arnachellum

14th ..... Are you or are you not acquainted with John Lewin Smith Esqr. applying to any Person or Persons to sell him a Garden known by the name of Coolnage Garden at St. Thome, if Yea to what Person or Persons did he apply to and what Person made him a title to it, the whole you know relating to this matter fully and Particularly Declare

To all the Witnesses

15th ..... Do you know or can you say any other Matter or thing material for the Defendant on this Cause, if so, set forth the same as you know or have been informed, or do believe with the reasons of such your Knowledge and belief

Will.m Cranwell
Attorney for the Defendant

بسم الله الرحمن الرحيم

منکه شهر بانو بنت میر ابراهیم و زوجه آقا محمد مقیم تبریزی ساکن بندر میلاپور ام اقرار شرعی صحیح منمایم انچه املاک واموال وکلهم بالتفصل ذیل باغ کلان که از فرنگی خریده بوده بندو باغ خورد کندراج و باغ چلدری و باغ عیدگاه و باغ خربوزه تث که نزدیک است و زمین ماریکت تث و پهرسته خانه او خانه ها شکسته و زمین کردخانها و اسباب و غیره هرچه که اموال و ملک کلهم تعلق من باشد هر عنادر بیت خود در حین حیات و قایم مزاج نیاز حضرت بزرگوار مشایخ سید محمد جلال الدین حسین الرفاعی بدطله التعالی حمت الله بهکاتهٔ هرا عند الله و عند الرسول داده شد و هر همه تعلق من مالک و فعل مختار سید صاحب مذبور اند و کسی را حق دعوانیت ندارد هر چیزیکه ملک و غیره هرکس را دهد باید دهد اختیار سید صاحب مذکور است بهرچه سید صاحب مذکور بفرمایند زبان من است در شرع شریف مجلس قبول نمایند و منظور دارند هر انگه ها اند در نصب حضرت بزرگوار مذکور باشند و هرکسان بدانند هیچکس بعد من وارث نیست مگر والی مالک بر همه تعلق من مورث معنوی سید صاحب مطور اند هرکه مرضی سید صاحب باشد آگهان کند و هرکه در مرضی سید صاحب نباشد آن را بیرون کند الغرض فعل مختار حضرت بزرگوار سید مذبور اند این چند کلمه بطریق بهبه اقرار نامه نوشته داده شد که نافی الحال سند باشد اگر کسی در بین باب دخل و عذر آورد کند کار شرع شریف باشد تحریر فی التاریخ بست و سیوم بروز چهار شنبه شهر ربیع الاول سنه ۱۱۷۳ هجری نبوی صه

This Paper Writing was shown to Abdul Hafeen and Mirza Ameen who at the time of their Examination before me in a Cause depending in the Mayors Court at Madrapatnam wherein Daniel de Castro and James King Administrators to the Estate of Abraham Browne deceased are Comptainants and Cauder Saib &c

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Browne deceased Complainants and Cander Sarb Defendant

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

Abdulrahim of St Thome Moor Man Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of April 1765 shewn at the Office of Mr Charles Brownley Attorney for the Complainants by Comapa who left a Note of the name Title and Place of Abode of the said Deponent who afterwards on the same day being sworn and examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainants but has known the Defendant 20 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that Shaw Bannue before her decease told him to draw out a Paper Writing to convey to one Gellaldeen all her Gardens Houses and furniture which is the same Paper Writing produced with the Interrogatories shewn to this Deponent and was signed by Shaw Bannue and attested by several Witnesses after this Deponent was drawn out the said Paper Writing Shaw Bannue sent for to Gellaldeen with some other Papers upon a Silver Plate which Silver Plate she desired might be sold to pay for her funeral charges more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom
Examiner

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Brown Deceased Complainants and Cander Sarb Defendant

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

Abdul Hoosen of St Thome Moor Man Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of April 1765 shewn at the Office of Mr Charles Brownley Attorney for the Complainants by [illegible]

deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known Daniel de Castro 18 Years but that he is not acquainted with James King

3d ..... To the third Interrogatory this Deponent saith he did put his mark as a Witness to the instrument of conveyance now shewn to him at the request of one Gellaldeen

4th ..... To the fourth Interrogatory this Deponent saith Shaw Bannue before her decease sent for Gellaldeen from Street and gave him in marriage a Girl that lived with her some time after Shaw Bannue being taken ill had a Paper Writing drawn out to convey to Gellaldeen part of her Estate which Paper Writing was attested by a great many Witnesses also by this Deponent two or three days afterwards Gellaldeen tore the said Paper Writing and desired one Abboo Mahomed to draw out another Paper and sent for this Deponent to Witness it to whom he told that the said Writing was drawn out by Shaw Bannues consent this Deponent then put his mark as a Witness to the said Paper Writing with four other People who were present More this Deponent deposeth not to this or to the last Interrogatory

the mark of
Abdul Hoosen

Richard Sathom
Examiner

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Browne deceased Complainants and Cander Sarb Defendant

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

Mirza Ameenullabeg of St Thome Moor Man Aged 29 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of April 1765 shewn at the Office of Mr Charles Brownley Attorney for the Complainants by Comapa who left a Note of the name Title 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 is not acquainted with Daniel de Castro or James King but has known the Defendant 30 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith he did attest the instrument of conveyance now shewn to him at the request of One Gellaldeen at St Thome

4th ..... To the fourth Interrogatory this Deponent saith Shaw Bannue some time before her death sent for Gellaldeen from Street to marry a Girl she had living with her Shaw Bannue afterwards being taken ill ordered a Paper Writing to be drawn out

other Gardens and a house that Shaur Bannue had, one of them she sold to this Deponent and gave him the house the other Garden she gave to one Mahomed Amen, which was also particularly appriz'd in the said Writing, and Witnessed by a great many People some time after Gellal deen tore the said Paper Writing and had another Paper drawn out which is the same as that now shewn to this Deponent. Gellal deen told him the contents were the same as in the Paper which he had tore, and was done by Shaur Bannues consent, and desired this Deponent with the former Witnesses which had attested the other Paper, to Witness that which they all accordingly did. more this Deponent depaeth not to this or to the last Interrogatory.

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Browne deceased Complainants and Cauder Said Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Namal of Wadoo Painter Aged 35 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of April 1765 shewn at the Office of Mr Charles Bromley Attorney for the Complainants by Conapa who left a Note of the name Title 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 is not acquainted with the Complainants but has known the Defendant 20 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent saith that He and one Pithian went to a Garden from Shaur Bannue at which time Mahomed Amen and a Pion from Gellal deen came to Pithian and this Deponent to desire they would both go to Gellal deen's where Mahomed Amen told them Gellal deen was now the owner of the Garden and desired they would give up the Writing which they have Received from Shaur Bannue accordingly they did. more this Deponent depaeth not to this or to the last Interrogatory

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Brown deceased Complainants and Cauder Said Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Pithian of St Thome Gardener Aged 50 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of April 1765 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Conapa who left a Note of the name Title 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 is not acquainted with the Complainants but has known the Defendant 10 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent saith that he had contracted to rent a Garden for five Years at the rate of fifty Pagodas a year from Shaur Bannue a little while after his Contract Mahomed Amin with a Pion from Gellal deen came to him and told him to burn the Writing for his Garden, which he had from Shaur Bannue, as Shaur Bannue had given up the Garden to Gellal deen. this Deponent at first refused to give up the Writing, but Mahomed Amin intreating him very much he delivered it into his hands. one Month after Mahomed Amin Agreed let him out the same Garden, at the same Rate for three Years ten Months from the time this Deponent had rented the Garden from Mahomed Amin. Mr Abraham Brown came there and said he had bought it from Cauder Said Gomastah to Gellal deen this Deponent further deposeth, he paid to Mahomed Amin one hundred Pagodas for the three Years, as Mr Brown had taken off a great part of the Garden and that he is now in dispute with Mahomed Amin about it more this Deponent depaeth not to this or to the last Interrogatory

Richard Latham
Examiner

The mark ☒ of Pithian

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Brown deceased Complainants and Cauder Said Defendant

Shamshir Cauun of St. Thome Moor Man Aged 70 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 20th day of April 1765 shewn at the Office of Mr. Charles Bromley Attorney for the Complainants by Comapa who left a Note of the Name Title 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 is not acquainted with the Complainants but has known the Defendant 14 Years or thereabouts

8th To the Eighth Interrogatory this Deponent saith he does know of Gellal deens having a Deed of Gift which as this Deponent heard was given to him by Shaur Bannue who made over to him therein four small Gardens and one large Garden to Aga Mahomed Amin the said Deed of Gift was Witnessed by this Deponent and some other People

11th To the eleventh Interrogatory this Deponent saith he signed as a Witness in a Paper belonging to Aga Mahomed Amin on the request of Mahomed Saied who told him Shaur Bannue desired he would do it but what were the Contents of the said Paper or who gave it to Aga Mahomed Amin this Deponent cannot say and more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom
Examiner

Mayors Courtat
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Browne deceased Complainants and Cauder Saib Defendant

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

Nayanmudy Cauun of St. Thome Moorman Aged 80 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 20th day of April 1765 shewn at the Office of Mr. Charles Bromley Attorney for the Complainants by Comapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth this

1st To the first Interrogatory this Deponent saith he is not acquainted with the Complainants but has known the Defendant 14 Years or thereabouts

11th To the Eleventh Interrogatory this Deponent saith he attested a Paper when Aga Mahomed Amin and Mahomed Saib so brought to him on their assuring him that the Contents were the same as that Shaur Bannue had given in his presence before to Gellal deen conveying thereon to Gellal deen four small Gardens and one large Garden to Aga Mahomed Amin which former Paper Gellal deen had torn more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom
Examiner

Mayors Courtat
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Browne deceased Complainants and Cauder Saib Defendant

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

Pattamah of St. Thome Moor Woman Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 20th day of April 1765 shewn at the Office of Mr. Charles Bromley Attorney for the Complainants by Comapa who left a Note of the Name Title 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 she is not acquainted with the Complainants but has known the Defendant 10 Years or thereabouts

8th To the Eighth Interrogatory this Deponent saith she was servant to Shaur Bannue at the time Shaur Bannue gave to Gellal deen a Paper which Gellal deen in a passion tore because therein Shaur Bannue had given her large Garden to Aga Mahomed Amin Gellal deen after tearing the Paper went out of the House Shaur Bannue sent Aga Mahomed Amin to call him back on his return Shaur Bannue said to Gellal deen you shall enjoy all my Estate and Effects Shaur Bannue afterwards gave this Deponent a Silver Plate and Cup to give to Gellal deen for him to sell to pay her funeral charges with

9th To the Ninth Interrogatory this Deponent saith that Gellal deen and Abdul rahiim came together and brought another Paper to Shaur Bannue to which she put her mark what was the Contents of the said Paper this Deponent cannot say further this Deponent deposeth that Aga Mahomed Amin the next morning took away a Paper from Shaur Bannue without her leave and the same night brought it back again and gave it to this Deponent which she delivered up to her Mis

Shaw Bannue ordered ten Pagodas a Piece to be paid on her decease to this Deponent and her Sister which they have never yet received more this Deponent deposeth not to this or to the last Interrogatory

The mark + of Pattamuck

Richard Sathom

Examiner

Mayors Court at Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Brown deceased Complainants and Cauder Saib Defendant

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

Mahomed Saied of St Thomes Moor Man Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of April 1765 shewn at the Office of Mr Charles Bromley Attorney for the Complainants by Conapa who left a Note of the name Title 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 Daniel de Castro 14 Years the Defendant 20 Years or thereabouts but that he is not acquainted with James King

10th To the tenth Interrogatory this Deponent saith that Shaw Bannue four or five days before she died sent for him and some other People and told them that all her Estate and Effects after her decease she had given to Gillal deen and desired in their presence from Gillal deen that a Silver Plate which her Father had given her might be sold to pay her funeral charges further this Deponent deposeth that one Mahomed Amin brought him a Paper to Witness which this Deponent refusing to do Mahomed Amin desired he would go with him to Shaw Bannues Cawn and Nazarunby Cawn whom Mahomed Amin also requested to Witness the above mentioned Paper they asked this Deponent whether they should write their names as Witnesses this Deponent saith they might do as they please Shaw Bannue had never acquainted him with her having made such a Writing however they both signed their names immediately after and saith Mahomed Cawn went to desire Mr another Cawn and Nazarunby Cawn not to Witness the said Paper or to the last Interrogatory

Mayors Court at Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Brown deceased Complainants and Cauder Saib Defendant

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

Madal Chitty of Madras Dubash Aged 30 Years or thereabouts being produced as a Witness on the part of the Defendant was on the 29th day of April 1765 shewn at the Office of Mr Charles Bromley Attorney for the Complainants by Conapa who left a Note of the name Title 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 Daniel de Castro 7 Years James King 2 Years and Cauder Saib 3 Years or thereabouts

7th To the seventh Interrogatory this Deponent saith he does know of the Defendant signing two or three Papers at the request of Mr Abraham Brown deceased the Contents he is not acquainted with they were signed by the Defendant five or six Months before Mr Abraham Browns decease the Defendant at first refused to sign the Papers but on Mr Abraham Browns assuring him that he would not deceive him or make him sign wrong Papers the Defendant then signed them more this Deponent deposeth not to this or to the last Interrogatory

The mark of Madal Chitty

Richard Sathom

Examiner

Mayors Court at Madraspatnam

Between Daniel de Castro and James King Administrator to the Estate of Abraham Brown deceased Complainants and Cauder Saib Defendant

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

Vencadashlu of Madras Dubash Aged 26 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of

1st and Examined deposeth as followeth

To the first Interrogatory this Deponent saith, he is not acquainted with the Parties Suing, but has known the Defendant 6 Years or thereabouts and Daniel de Costo

4th 7 Years

13 To the thirteenth Interrogatory this Deponent saith about five Years ago he went with his master Mr Abraham Brown now deceased to Cauder Saib at St Thome to purchase a Garden from him for which Cauder Saib asked five hundred Pagodas as there was a dispute depending between him and other Person, about the right to the Garden, which he would Sell as soon as the dispute was finished. Mr Abraham Brown said, if you will let me have it cheap I will take upon my self whatever Expences may attend the settling of your dispute Cauder Saib then said, he should have it for three hundred Pagodas Mr Abraham Brown said that was too much Cauder Saib at last consented to let Mr Brown have it for one hundred and ninety Pagodas and to pay whatever charges might attend the settling of his dispute with the other Person, named Aga Mahomed Amin, about his right to the Garden Mr Abraham Brown agreed and gave him at the same time twenty Pagodas as earnest money this Deponent afterwards paid fifty Pagodas more for his Master on the same Account more this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom

Examiner

Sworn

Mayors Court at Madraspatnam

Between Daniel de Costo and James King Administrators to the Estate of Abraham Browne deceased Complainants and Cauder Saib Defendant

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

Annachellum of Madras Pulash Aged 46 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 1st day of May 1765 sworn at the Office of Mr Charles Bromley Attorney for the Complainants by Compulsion and left a Note of Hermanus Tollenaar Esqr of Madras and the said Deponent and the same day being

4th Years, James King not, the Defendant he may have seen, but does not know him as mentioned by name

14th To the fourteenth Interrogatory this Deponent saith, Mr John Lewin Smith was in want of a Garden, and ordered him to enquire if there was any to be sold. this Deponent accordingly applied to the Causee in the Black Town, who brought a Moor Man from St Thome to his Master, who had one there to sell. Mr John Lewin Smith agreed with him for it, and paid him the Money. but what the Moor man's name was this Deponent cannot say and further deposeth not to this, or to the last Interrogatory

Richard Lathom

Examiner

Translate

I Shaur Bannie the Daughter of Meer Ibrahim and Wife of Aga Mahomed Muquim of Thabris and Inhabitant of St Thome Do hereby acknowledge to have made over and Granted and by this Grant make over and Grant with my own Consent and Free Will whilst in Good health of Body and of Sound and disposing mind and Memory For the Love of God Almighty and our Prophet and in Conformity to the Intents of our Law unto Shake Saied Mahomed Gellalee Deen One of the descendants of the Family of Hussen Kaphay through whose means I pray to God to bestow upon me his Blessing and Preserve him with his Mercy All my Estate according to the List herein underwritten as follows Viz. One large Garden which was purchased of a Christian Item One small Garden called Caunda Rajah Garden Item one Garden called Chavelwadery Garden Item one Garden wherein there is Situated a Mosque of Saied Item one Garden called Poland Garden which is Situated near the Gate of the Bounds, wherein there is a Tope of Palmeira Trees, Item several Pieces of Ground which Lie at Cushta thull Item three Houses and decayed Houses and several Peices of Ground adjoyning thereto and belonging to the said Houses, which premises the said Shake Said Mahomed Gellalee Deen Shall have possess and Enjoy as his own Property and shall be Deemed as owner of them, and no body else to be Whosoever have or shall hereafter have any manner of Claim on the said premises and the said Shake Said Mahomed Gellalee

which disposal Shall be deemed as the Court of our Law as effectual done by Me

And I have Hereby also made Constituted and appointed the said Mahomed Gellalud Deen to be my True and Lawfull Heir to all my Estate and Chattels let it be whatsoever which now are in my possession and to all that which hereafter will be proved to belong to my Estate and Chattels, And nobody let it be whomsoever after my decease shall Hold possess and Inherit any part or parts of my Estate and Chattels

And I do hereby also authorize and Impower the said Shake said Mahomed Gellalud Deen over my House holds that they shall obey and observe the orders of the said Shake Saed Mahomed Gellalud Deen, And that whomsoever of the said my House holds the said Shake Saed Mahomed Gellalud Deen shall have mind to Turn out of my house he may

And I do Hereby declare that this Writing is drawn out as a Grant which Shall be Serviceable at Future Unto the said Shake Saed Mahomed Gellalud Deen and whosoever Shall Raise any Manner of Obstruction Against the Interest of this Writing he shall be Deemed as a Transgressor Against Law and in our Laws Dated October the 19th 1759

Witnessed by

Mohamed Cassim Nejam (CS)
Abd Hasen
Hage Mahomed
Banan Saib Cadery
Meeran Saib Cadery
Saed Abdul Ally
Mirja Ammunulla Beag

This is the Mark of the above mentioned
Shaure Bannue

Sworn to be a True Translate from the Original in the Persian Language as near as can be by
Shadderus Aga Perry

Sworn to before me this 5 day of July 1762
Thomas Savage
Alderman

A true Copy
J. M. Stone
Regr.

In the Name of God Amen Be it known unto all People to whom this present writing shall Come that in the Year of our Lord one thousand seven hundred and fifteen and the Seventeenth day of the Month of October in the Year of the Reign of

Judicial in this said City for his Majesty whom God preserve I was sent by Matheos Carvalho da Silva Named and Inhabitant in this said City told me in the Presence of the Undermentioned Witnesses that it was true he had House and Garden belonging to the Rev. Padre Lucas Luis de Oliviera formerly of Thomas de Maya and now belonging to him the said Matheos Carvalho da Silva which is Situated by the River to the South and Northward Side And to the East Side the Garden of Antonio Casella do Calle which said House and Garden with all its Round Walls the said Matheos Carvalho da Silva says he had Sold to Jamal Abadin Moor Man for the sum of five hundred Pagodas Current Money of the Place and the said Matheos Carvalho Acknowledges to have Received the said Amount and to the said Sale he gave his Power and his Wife Donna Izabel de Motae Brito to the said Jamal Abadin as he is absolute Owner of the said House and Garden from this date and further the said Matheos Carvalho da Silva Obliged to make good the said Sale in all time and desired me the said Notary Publick to Write this Instrument in the Book of My Notes wherein the said Matheos Carvalho da Silva did Sign and his Wife Donna Izabel de Motae Brito with a Cross not Knowing how to Write giving her Power for the said Sale The Witnesses that were present the Reverend Padre Miguel Pereira Leitao the Reverend Padre Antonio Telho Diogo Luis Manis and I the said Notary Publick that this Instrument caused to be Written in the Book of My Notes and Subscribed and given this Copy with My Publick and Common Sign wherein did also Sign the Judge of this City Manuel Sanches de Almeida &c.

(115)

Manuel Sanches de Almeida

Antonio Pereira Coelho

A.P.C

A true Translation from the Original as near as can be by
Andrew Paterson
Portug.e Interp.r

A true Copy
J. M. Stone
Regr.

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part & on the behalf of the Defendant Aga Mahomed Ameen in a certain Cause wherein Daniel de Castro and James King of Madrass Merchants and Administrators to the Estate of Abraham Bowne Deceased are Complainants and Aga Mahomed Amin and Cauder Saib are Defendants

Interrogatories to all the Witnesses

1st ..... Do you Know the parties Complainants and Defendants in this Cause? If Yea; how long have you so known them or either and which of them? Declare

Morga abdol Hagin
Cowmina Labey
Shamsher Cawn
Mocarre Begg
Nigama Doss Cawn

2d ..... Where you or were you not acquainted with One Shaur Bonnee deceased If Yea who was she? Had she or had she not any Daughter or Daughters? If yea How many? And who by their names were they? Were they or were they not Married? If Yea, To whom was she or they married? And what were her or their Husbands Names?

all the Witnesses

3d ..... Do you Know or do you not Know any thing concerning this Paper Writing now at the Present time of your Examination marked C together With this other Paper enclosed? If Yea what are they and what do they contain and what is the Intent and Purport of them? And where and when and by whom and for whom, and before whom were they Executed? Did or did not the Person who executed the said Paper marked C execute any other of the same Nature? What and all you know of these Things Declare

Tommapah

4th ..... Do you know any thing concerning a Deed of Gift said to be in Possession of Cauder Saib? If Yea, Set down in Writing such Deed of Gift, And how came you to be acquainted therewith and to know the same to be true or false? Declare

Mochal &
Tommapah

5th ..... Do you know or do you not know any thing concerning the deceased Mr Browne's going to the House of Aga Mahomed Ameen, to perswade him to sell his Garden? And do you know if the said Mr Browne Used any Means or Persons to procure them to use their Interest in prevailing upon the said Aga Mahomed Ameen to sell his Garden? If Yea, what Person or Persons did Mr Browne apply to, to use their Interest in his Behalf? And do you know if there was any Agreement between the deceased Mr Browne and Aga Mahomed Ameen? If Yea, what was that Agreement and upon what Terms was the said Agreement made? Do you know any thing concerning a Ring said to be given by the deceased Mr Browne to Aga Mahomed Ameen? If Yea for what

all the Witnesses

Defendant, Aga Mahomed Ameen in this Cause? If so, set forth the same as you know have been informed or do believe with the Reasons of your Knowledge and Belief

[redacted]

Val.e Frederick
Attorney for the Defendant

بتفتیح وتفتیش کما ینبغی نموده شد بوجب اینکه شهر بانو باغ کلان ملکیت حاجی
بثبوت رسید

مکه شهر بانو بنت میر ابراهیم زوجه آقا محمد مقیم مرحوم ام اقرار صحیح وشرعی نمودیم که درحین حیات وصحت مزاج خود بر ابتیاع باغ کلان از خریداران آقا مرحوم
است وملک من مقرره بشت بر رضا ورغبت خود بقبضه آقا علی اکبر مرحوم که زوجه آقا محمد امین صفهانی است داده شد ودیگر یک منزل حویلی بابت کرایی میرزا محمد سعید
ولد همایون علی بیک بمحاذات مذکوره داده ام مالک ومختارت وکسے اخر الامر ادعای حق ودعوای صحیح وجه من الوجوه نیست ونخواهد بود هرکه درین باب عذر وحیله
بیارد
کند کار شرعی شریف خواهد بود ایچند کلمه بطریق اقرارنامچه نوشته داده شد که عند الحاجت بکار اید تحریرا فی التاریخ هفدهم شهر ربیع الاول ۱۱۷۹ هجری صلعم

[redacted]

شهد عنده محمد عسکر
سبز واری ولد میرزا قاسم مرحوم

من اثنا عشرین بامضاء ملک الصحیفه الفخیمه
الی السیده الفخمه المکرمه المعظمه

سمعت مضمون
المتن
من الشاهدین

شهد عنده بصحوا التسمیه

لا إله إلا الله
شهد عنده فی الجمعه ۱۱

علامت دستخط اوده
آقا محمد مقیم مرحوم

شهد عنده محمد حافظ
میر عظیم الدین

کواه شد میر عسکر الله

کواه شد
مع محمد علی
ولد میر عبد الرحیم

کواه شد میر محمد باقر

کواه شد سعید خان
ولد سید قاسم

شهد عنده
مصون سربان
واقع است

کواه شد حسن عرب
محمد اعظم

کواه شد ملا عبد الغفور
عرف بر عرب

کواه شد محی الدین حسن
ولد سید قاسم

کواه شد
شیر خان

کواه شد نظام حسن

شهد عنده رحیم الدین

شهد عنده اصل عباد
محمد شفیع

کواه شد سید
شهنشاه

This Paper Writing was shewn to Morga Abdool Hagen, Cowmina Labey, Shamsher Cawn, Mocarre Begg and Nigama Doss Cawn at the time of their Examination before Me in a Cause depending in the Mayors Court at Madraspatnam wherein Daniel de Castro and James King Administrators to the Estate of Abraham Bowne deceased are Complainants, and Aga Mahomed Ameen and Cauder Saib are Defendants, this 22d day of May Anno Domini 1765

Richard Sadhom

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Bowne Deceased Complainants and Aga Mahomed Amin Defendant

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

Mirza Abdool Hozen of St Thome Moorman Aged 38 Years or thereabouts being produced as a Witness on this Cause, on the part of the Defendant was on the 22d day of May 1765 sworn at the Office of Mr Charles Bromley Attorney for the Complainants by Cowjee who left a Note 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 viz

1st ..... To the first Interrogatory this Deponent saith, he is not acquainted with the Complainants but has known the Defendant 25 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, he was acquainted with one Shaur Bannue deceased who was wife to a Moor Man called, Aca, Mochim she had no Daughters but brought up a Girl in her house, whom she gave in marriage to Aga Mahomed Amin

3d ..... To the third Interrogatory this Deponent saith, the Paper marked C now shewn to him is a deed of Gift from Shaur Bannue, of a large Garden, to Aga Mahomed Amin in which Paper this Deponent signed as a Witness the other Paper is a Perwana from the Nabob Mahomed Ally Cawn signifying that he had examined a dispute between Gellaldeen and Aga Mahomed Amin with regard to the right of a large Garden, bequeathed by Shaur Bannue and found Aga Mahomed Amin to be the true and lawful owner thereof an Order from the Nabob is also addressed therein to the present and future Renters of St Thome not to disturb Aga Mahomed Amin in the possession of the said Garden more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom
Examiner

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Bowne Deceased Complainants and Aga Mahomed Amin Defendant

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

Emoniem Labeg of St Thome Moor Man Aged 39 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 22d day of May 1765 sworn at the Office of Mr Charles Bromley Attorney for the Complainants by Cowjah who left a Note 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 viz

1st ..... To the first Interrogatory this Deponent saith, he is not acquainted with the Complainants but has known the Defendant 20 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, he was acquainted with one Shaur Bannue deceased who was wife to a Moor Man called, Aca, Mochim she had no Daughters but brought up four Girls in her house, one of whom she Married to Aga Mahomed Amin one to Gellaldeen, and one to this Deponent the other to whom he cannot say

3d ..... To the third Interrogatory this Deponent saith the Paper marked C now shewn to him is a deed of Gift from Shaur Bannue of a large Garden, to Aga Mahomed Amin in which Paper this Deponent signed as a Witness the other Paper is a Perwana from the Nabob Mahomed Ally Cawn signifying that he had examined a dispute between Gellaldeen and Aga Mahomed Amin with regard to the right of a large Garden bequeathed by Shaur Bannue and found Aga Mahomed Amin to be the true and lawful owner thereof an Order from the Nabob is also addressed therein to the present and future Renters of St Thome not to disturb Aga Mahomed Amin in the possession of the said Garden more this Deponent saith, he is not acquainted with, that what he has deposed in his deposition for Gaudet Saib. where his name is wrote Mirza Amanullabeg

Richard Sathom
Examiner

Mayors Court at
Madraspatnam

Between Daniel de Castro and James King Administrators to the Estate of Abraham Bowne Deceased Complainants and Aga Mahomed Amin Defendant

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

Shamshir Cawn of St Thome Moor Man Aged 70 Years or thereabouts,

Attorney for the Complainants by Canapa who left a Note of the name Title and
Place of Abode of the said Deponent and afterwards on the same day being Sworn
1st and Examined deposeth as followeth viz.
To the first Interrogatory this Deponent saith, he is not acquainted with the Complain-
ants but has known the Defendant 20 Years or thereabouts.
2d To the Second Interrogatory this Deponent saith, he was acquainted with One
Shaur Bonnue deceased whowas wife to a Moor Man called Aga Mecheir
she had no daughters but brought up a Girl in her house, whom she gave in
3d marriage to Aga Mahomed Amin.
To the Third Interrogatory this Deponent saith, the paper marked C now shewn
to him, is a deed of Gift from Shaur Bonnue of a large Garden to Aga Momed
Amin in which Paper this Deponent signed as a Witness the other Paper
this Deponent is not acquainted with more this Deponent saith he is not
acquainted with, than what he has deposed in his deposition for Candor Sake

Richard Sathom
Examiner

Mayor's Court at
Madraspatnam

Between Daniel de Castro and James King
Administrators to the Estate of Abraham Brown
deceased Complainants and Aga Mahomed Amin
Defendant

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

Seare Begg of St Thome Moor Man Aged 30 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant was on the 22d day
of May 1765 shewn at the Office of Mr Charles Bromley Attorney for the
Complainants by Canapa who left a Note of the name Title and Place of Abode
of the said Deponent and afterwards on the same day being Sworn and
Examined deposeth as followeth viz.
1st To the first Interrogatory this Deponent saith he is not acquainted with
the Complainants but has known Aga Mahomed Amin 20 Years or
thereabouts.
2d To the Second Interrogatory this Deponent saith he was acquainted with One
Shaur Bonnue

3d To the Third Interrogatory this Deponent saith he is not acquainted with either
of the Papers now shewn to him being unable to read or Write Persian that he
knows Shaur Bonnue on a deed of Gift gave one large Garden to Aga Mahomed Amin
which deed of Gift this Deponent witnessed more this Deponent deposeth not
to this or to the last Interrogatory viz.

Richard Sathom
Examiner

Mayor's Court at
Madraspatnam

Between Daniel de Castro and James King
Administrators to the Estate of Abraham Brown
deceased Complainants and Aga Mahomed Amin
Defendant

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

Nizama Allen Casem of St Thome Moor Man Aged 40 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendant was on
the 22d day of May 1765 shewn at the Office of Mr Charles Bromley
Attorney for the Complainants by Canapa who left a Note of the name Title
and Place of abode of the said Deponent and afterwards on the same
day being sworn and examined deposeth as followeth viz.
1st To the first Interrogatory this Deponent saith he is not acquainted with
the Complainants but has known the Defendant 20 Years or thereabouts
2d To the Second Interrogatory this Deponent saith he was acquainted with one Shaur
Bonnue deceased who was Wife to a Moor Man called Aga Mecheir more
this Deponent knows not in answer to this, the third and last Interrogatory than
what he has deposed for Candor Sake whereto he names & wrote Nizamaldeen

Richard Sathom
Examiner

Mayor's Court at
Madraspatnam

Between Daniel de Castro and James King
Administrators to the Estate of Abraham Brown
deceased Complainants and Aga Mahomed Amin
Defendant

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

as a Witness in this Cause on the part of the Defendant was on the 22d Day of May 1765 shewn at the Office of Mr Charles Bromley Attorney for the Complainants by Lonapa who left a Note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he has known Danie Cde Castro 10 Years and the Defendant 30 Years but that he is not acquainted with the Estate Being

To the fourth Interrogatory this Deponent saith four or five days after Shaw Bannus deceas'd Dustageer Saibs Son told him Gollaldeen had brought a Paper to him on which he said was Shaw Bannus Will and desired he would Sign as a Witness and that he had done so

To the fifth Interrogatory this Deponent saith he knows that Shaw Bannus in his life time did give a large Garden to Aga Mahomed Amins Wife some time after Shaw Bannus's decease Gollaldeen and Cauder Saib went and complained to Mr John Smith Counseller about the large Garden given to Aga Mahomed Amins Wife at that time the Nabob Mahomed Ally Cawn lived at Mr Machay's house upon Chantry Plain Mr John Smith ordered Aga Mahomed Amin to come to him and sent his own Servant with Gollaldeen Cauder Saib and Aga Mahomed Amin to represent their affair to the Nabob who after examining the Witness and Papers produced on both Sides declared that Gollaldeen had no right to the large Garden the Nabob also said to Gollaldeen as he Robbed a Paper he would not punish him but told him that Aga Mahomed Amin should have the large Garden which order the Nabob gave by a Perwanna signed with his own hand Machay Cawn was then present Aga Mahomed Amin thereupon let out the Garden to Rent upon a Lease for three Years two Years Rent of which he received at the expiration of the two Years Cauder Saib and Gollaldeen sold half of the said Garden to Mr Abraham Brown deceased who divided the said half with a house thereon This Deponent while the house was building went to Mr Abraham Brown by Aga Mahomed Amins desire and told him Cauder Saib and Gollaldeen had no power to sell him any part of the Garden Mr Brown told this Deponent to go about his business upon which Aga Mahomed Amin made a Complaint to the Governor Mr Pigot who sent for him to see Mr Brown in the Mayors Court where he immediately did about two years after Aga Mahomed Amin had put Mr Brown into Court

for seven hundred Pagodas which he had before bought from Cauder Saib and Gollaldeen this Deponent went and communicated the said Message to Aga Mahomed Amin who said he would not sell a peice of it Mr Brown thereupon went to the Nabob (who was then here) to speak to him about the Garden & the Nabob sent for Aga Mahomed Amin and told him (as the Defendant afterwards related to this Deponent) as Mr Brown had built a house he must give him some part of the Garden One day afterwards Mr Brown came to the Garden when this Deponent Aga Mahomed Amin and Mr Brown's Dubash Chitty were there Mr Brown then said to Aga Mahomed Amin you must sell me the Garden at first Aga Mahomed Amin refused to let him have any part Mr Brown desired he would at least let him have half of what he had bought This Deponent then persuaded Aga Mahomed Amin to comply with Mr Brown's last request and to let him have the one further part of the Garden for five hundred Pagodas and the payment of the Rent for half of the Garden for two years the time he had been in possession Aga Mahomed Amin agreed thereto and Mr Brown gave him a Gold Ring as earnest Aga Mahomed Amin then demanded of Mr Brown to pay all the Court charges but he refused saying that each must pay their own expences Aga Mahomed Amin consented to do so more this Deponent deposeth not to this or to the Last Interrogatory

Richard Sathom
Examiner

Mayors Court at Madraspatnam

Between Danie Cde Castro and James King Administrators to the Estate of Abraham Brown deceased Complainants and Aga Mahomed Amin Defendant

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

Mootial of Madras Dubash Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 22d day of May 1765 shewn at the Office of Mr Charles Bromley Attorney for the Complainants by Lonapa who left a Note of the name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

To the first Interrogatory this Deponent saith he has known Danie Cde Castro 7 Years James King 2 Years and Aga Mahomed Amin 3 Years or thereabouts

which Aga Mahomed Amin consented to do, for five hundred Pagodas, and received
this Deponents Ring from Mr. Brown as earnest Mr. Brown and Aga Mahomed
Amin also agreed that each should pay their own Expences in the Mayors Court
some time after Aga Mahomed Amin had sold the Piece of Garden to Mr. Brown
he came to him for the money, Mr. Brown said he would not pay the money
without the Bill of sale was brought to him: Aga Mahomed made Answer
if you will pay me first, I will Bring you the Bill of Sale afterwards otherwise
not more this Deponent saith he cannot depose in answer to this or to the last
Interrogatory, that what he has before said in his deposition for Calder saith
when his name is wrote Mutal Cilly

Richard Sathom

Examiner

A

Translate as near as can be of an Award by way of a Perwana
from Persian Language Which said to have been Signed by the Mark and Seals
by the Seal of Nabob Mahomed Allee Cawn otherways by the Stile called
Nabob Sanaja Dowla bearing Date May the 26th 1760

(L.S)

Knowall the Present Rules and Clerks of St. Thomas
and those that will Come hereafter to be Rulers and Clerks of the said Place and
the Present Inhabitans and those that will Come hereafter to be Inhabitants
of the said Place that the Cause of Mahomed Amin after the due
Examination into the Tenors of the last Will and Testament of the Aga
Mahomed Mosquim Deceased, and the Deed of Grant of Shaur Bannue
the Wife of the said Mahomed Mosquim also Deceased, and on the Hearing
of the Depositions of the Witnesses proved and affirmed by that we Do shall
Make the said Mahomed Amin Payable many Molestation on account
of the Legacies and Controversies of Complaints against the said Mahomed
Amin and that

due we the said above Writing Dated May the 26th 1760

Said the Original of this Writing is been
Signed by the said Nabob Mahomed Allee
Cawn with his own Mark

Swear Translate as near as can be of

Thaddeus Aga Leary

B.

Translate as near as can be of a Judgment Said to be of Mafey Cawn otherways by his
Title Called Shamath Jang which is written at the Top of the Deed of Grant of Shaur Bannue
and Seald Which is said with his own Seal

I Shamath Jang do hereby declare that it was Proved the said Large Garden
to be the Property of Mahomed Amin (Ld)

True Translate as near as can be of

Thaddeus Aga Leary

C

Translate as near as can be from Persian Language of a Deed of Grant Said to have
been executed and Marked by One Shaur Bannue with her own Mark Bearing Date
October the 11th 1759

Knowall Men by these Presents that Shaur Bannue the
Daughter of Meyza Ibrahim and the Wife of Aga Mahomed Mequim deceased
Do hereby declare and acknowledge to have by My own Consent and will and in
Conformity to the Vertue of our Laws and during My life Time and being in
Good Health of Body and of Sound and disposing Mind, granted and made over
and gave the Large Garden Which was purchased by the said Aga Mahomed
Mequim Deceased which became my Property unto the Daughter of Aga
Ellee Achbar Deceased, and Wife to Aga Mahomed Amin of Espahan
my Property of the Sum of Mortgage of a House, belonging to One

Mortgaged unto Me And also I do hereby acknowledge that all & the above Mentioned Premises shall be deemed as Properties of the Wife of the said Aga Mahomed Amin and She shall have full Power over them and no Body whosoever shall have any Claim or Right thereto and in case any Body or Whosoever should rise any Dispute or Claime to the Right thereof they shall be deemed as a Criminal Per our Laws and I do also hereby declare this writing to have executed as a Deed of Grant Which at the Time of occasion shall be proved Service able Dated October the 1st 1759

Said to be the mark of the said
Shaur Bannue

I Mirza Abdool Karim do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue (Ls)

I Mahomed Rahim do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue (Ls)

I Said Father Allee Cawn do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue (Ls)

I Mirza Abdool Hosen do hereby Declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Hafez Muzamdeen do hereby declare to have Witnessed this by Me, by Consent of Shaur Bannue

I Emin Ally do hereby Declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Shamir Cawn do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Mahomed Hafiz do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Ramulla Shaw do hereby Declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Seame Bagg do hereby Declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Mahomed Allee Fakier

Witnessed this by Me, by the Consent of Shaur Bannue

I Nizama Dien Cawn do hereby declare to have Witnessed this by Me by the Consent of Shaur Bannue

I Hasan Saib do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Said Cawn the Son of Said Casem do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

I Mahomed Asem do hereby declare to have Witnessed this by Me, by the Consent of Shaur Bannue

NB there is one Witness Whose Name is undiscernable in his Seal (Ls)

I Mahomed Ascary Shabgavary the Son of Mirza Ibrahim do hereby declare to have Witnessed this by Me. (Ls)

I Shawn Shaw do hereby declare to have Witnessed this by Me

I Mahomed Hosen do hereby declare to have Witnessed this by Me

True Translate as near as can be Offs

Thaddeus Aga Percy C

Mayors Court at Madrasapatnam

Tuesday the 1st day of October Anno Domini 1765

(Ls)

Present
Claud Russell Esquire Mayor
John Delamaire — Thomas Pomney
Arthur Calthead — Aldermen

Mayors Court

Between Daniel de Castro of Fort Saint George Merchant and James King of the same Place Gentleman and Administrators to the Estate of Abraham Bonnue late of the same place Merchant deceased Complainants and Cojee Eleedeen Father by his Attorney Cauder Saib the of Saint Thome Inhabitant and Aga Mahomed Amen of the same place Defendants

of the Defendants and of the Attornies on both Sides in Reading the Complainants Bill The Seperate Answer of the Defendant Cauder Saib The Seperate Answer of the Defendant Aga Mahomed Amin with a Deed of Gift marked A a translate of a Papier mark'd B together with a Deed of Gift marked C annexed, The Replications to the Seperate Answers of Cauder Sebe and Aga Mahomed Amin, The Seperate Rejoinders of Cauder Sebe and Aga Mahomed Amin to the Seperate Replications of Daniel de Castro and James King, The Interrogatories and Depositions on the part of the Defendant Cauder Saib with a Deed of Gift annexed, Two Exhibits on the part of the Defendant Cauder Saib The Interrogatories and Depositions on the part of the Defendant Aga Mahomed Amin with a Deed of Gift marked C annexed Three Exhibits on the part of the Defendant Aga Mahomed Amin — and Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon The Court being of Opinion from the Evidence before them that the Premises in dispute are the Real and true Property of the Defendant Aga Mahomed Amin, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant Cauder Saib as Attorney for Taheer Gelladeen shall pay unto the Complainants the Sum of Eighty Pagodas Pagodas 80... being the Money Advanced to by the deceased Abraham Browne on Account of the said Premises and that the Defendant Aga Mahomed Amin shall put the Complainants into Possession of the said Premises on their paying to him the Sum of five Hundred Pagodas Pagodas 500... as also the Amount of the two Years Rent of the said Premises which was also apart of the purchase Money according to the Agreement entered into with them together with such Interest as may be due on the said Sum of five Hundred Pagodas Pagodas 500... and the Amount of the two Years Rent from the Date of the said Agreement to the day of Payment and It appearing to the Court that the Defendant Gelladeen Taheer by his Attorney Cauder Saibe hath been the Sole Cause of this Suit It is further Ordered and Decreed that the whole Costs of this Suit shall be paid by him —

Read and Filed
8th October 1765

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of Cauder saib constituent to Gelladeen Persada in the Cause subsisting between Your Petitioner Gelladeen Persada and Daniel de Castro and James King Administrators to the Estate of Abraham Bowne Deceased

Sheweth

Whereas on Tuesday last being the first of October a Hearing was appointed of the Cause of the Parties above Mentioned and as Your Petitioner found himself aggrieved by the Decree of this Honble Court and understanding that the same arose from a Mistake of Mr Richard Latham Examiner by omitting in the Depositions of Vencadashen Dubash to the Deceased Abraham Bowne the word He which implys the said Abraham Bowne was to pay the Court Charges which was very material in your Petitioners Cause therefore humbly Prays that agreable to the institution of this Honble Court on such an Occasion that Your Petitioners Cause may be Reheard, This Honble Courts acquiescence will in Duty bind Your Petitioner —

Ever to Pray

Will.m Cauwell

Attorney for the Petitioner

Mayors Court at Madraspatnam

Tuesday the 15th day of October Anno Domini 1765

Present

Eland Russell Esquire Mayor
John Debmaire — & Edward Saddon
Aldermen

Between Daniel de Castro of Fort St. David George Merchant and James King late of the same place Gentleman and Administrators to the Estate of Abraham Browne late of the same place Merchant deceased Complainants and Gellaludeen Saheb by his Attorney Cawder Saib of Saint Thomes Inhabitant and Aga Mahomed Amin of the same place Defendants.

This Cause coming on to be Heard and debated this day in the presence of the Defendants and of the Attornies on both sides on Reading the Complainants Bill, The Seperate Answer of the Defendant Cawder Saibe, The Seperate Answer of the Defendant Aga Mahomed Amin with a Note of Gift marked A also a Note of a Paper marked B together with a Deed of Gift marked Cannadel, The Replications to the Seperate Answers of Cawder Saib and Aga Mahomed Amin, The Seperate Rejoinders of Cawder Saibe and Aga Mahomed Amin to the Seperate Replications of Daniel de Castro and James King, The Interrogatories and Appearance on the part of the Defendant Cawder Saibe The Interrogatories and Depositions on the part of the Defendant Aga Mahomed Amin

Mayors Court

being of Opinion from the Evidence before them that the Premises in dispute are the Real and true Property of the Defendant Aga Mahomed Amin, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant Cawder Saibe as Attorney for Gellaludeen Saheb shall pay unto the Complainant the Sum of Eighty Pagodas Pagodas 80 — being the Money advanced to him by the Deceased Abraham Browne on Account of the said Premises and that the Defendant Aga Mahomed Amin shall put the Complainants into Possession of the said Premises on their paying to him the Sum of five hundred Pagodas Pagodas 500 — and also the Amount of the two Years Rent of the said Premises which was also paid of the purchase Money according to the Agreement entered into by them together with such Interest as may be due on the said five hundred Pagodas Pagodas 500 — and the Amount of the two Years Rent from the date of the said Agreement to the day of Payment. And Happearing to the Court that Abraham Browne engaged to be Answerable to the Defendant Cawder Saibe for all Costs and charges that might arrise in Consequence of the dispute subsisting between the said Cawder Saib and Aga Mahomed Amin Regarding the said Premises This Court doth therefore moreover Order and Decree That the whole Costs of this Suit shall be paid out of the Estate of the said Abraham Brown deceased.

Decr

Ord the 5 Sept.
Read the 10 do } 1765

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining shewith unto this Honble Court Your Orator Mandell Ramchund of Madras Dubash that whereas Joseph Pons also of the same place Inhabitant stands Indebted unto your Orator in the full and just sum of Thirty Pagodas Current Money of Madras making in Sterling money of Great Britain Accounting every Pagoda eight Shillings, the Sum of Twelve Pounds or thereabouts, Arrising upon a Promissory Note of Hand bearing date the Twenty seventh day of February which was in the Year of Our Lord One thousand seven hundred and sixty four and which said Note of Hand is ready to be produced to this Honble Court as herein required.

And whereas Your Orator hath frequently and in an

But now so it is May it please this Honble Court that the said Joseph Dorys obstinately and willfully refuses to give Your Orator any manner of satisfaction touching the premises Your Orator therefore prays a Genral Relief such as this Honble Court shall appear agreeable to Equity and good Conscience, to the End therefore that the said Joseph Dorys may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before Alledged and set forth as fully truely perfectually and Spechially as if the same were here again repeated and Interrogated and that the said Joseph Dorys may be decreed to pay unto your Orator the aforesaid Sum of Thirty Pagodas together with all Interest due on the Principall as now is or may hereafter become due thereon Also all Costs of this Suit

May it please this Honorable Court because the said Joseph Dorys to be Summoned and required by the Sheriff of Fort Saint George and the Town of Madraspatnam and the Districts for belonging to the same personally to be and appear in this Honble Court on the Second Day of Court and then and there to Answer the premises and further to stand and Abide such Order and Decree as this Honble Court shall ordain Mat

James Hathaway
Attorney for the Complainant

6th Sept. 1765
Sworn between the days of Adjournment that the Defendant is about leaving the jurisdiction of the Court Let a Summons returnable Immediately and a Warrant of Arrest Issue

Claud Rusell Mayor

Mayors Court at Madraspatnam

Tuesday the 8th day of October Anno Domini 1765

Present
Claud Rusell Esquire Mayor
Thomas Bonnyy — Edward Raddon
Arthur Cuthbert — Aldermen

Mayors Court

Complainants demands, This Court do therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Thirty Pagodas Pagodas 30 — Together with such Interest as now is or shall hereafter become due thereon and till full Payment is made also all Costs of this Suit

By Cur

Read and filed
1st October 1765

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Coja Mocarbom Merzom of Madras Merchant that whereas Alloo Pahom Mooka Vencaten also of the same Place Merchant stands Indebted to Your Orator in the full and just Sum of One Hundred and Seventy Pagodas Current Money of Madras Making in Sterling Money of Great Britain accounting every Pagoda Eight Shillings the Sum of Sixty Eight Pounds As will more fully and at large appear by a Translate of an Obligation hereunto annexed for the inspection of this Honble Court and to which your Orator most humbly refers and Prays the same may be Admitted as part of this your Orators Bill of Complaint

Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner requested payment from the said Alloo Pahom Mooka Vencaten of the said sum of One Hundred and Seventy Pagodas

But now so it is and May it please this Honble Court the said Alloo Pahom Mooka Vencaten obstinately and willfully refuses to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to equity and good conscience to the End therefore that the said Alloo Pahom Mooka Vencaten may upon his Corporal Oath a true and perfect Answer make to all and singular the Matters and things herein before alledged and set forth as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and interrogated and be decreed to pay unto your Orator the aforesaid Sum of One hundred and Seventy Pagodas with the Interest that shall or may become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Alloo Pahom Mooka Vencaten to be summoned and required by the Sheriff of Fort Saint

prefixed and appointed them 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

James Hathaway
Attorney for the Complainant

Madras the 17th December 1764

I Mee Pakam Moota Vencatan do hereby Acknowledge that I Borrowed and received from Coja Mocorteom Morgan the full and just Sum of One Hundred and Seventy Pagodas Current Money of Madras which sum I promise to pay with the Interest at the rate of Nine p Cent p Annum on or before the Tenth of February Ensuing Drawn and Signed by

Mee Pakam Moota Vencatan

Witnesses signed
Medah Ballah Krishnamah
Tambas Nimahs

A True Translation from the Original Malabar as near as can be by Cmacapah Sworn Interpreter

James Hathaway
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 15th day of October Anno Domini 1765

Present
Claud Russell Esquire Mayor
John Petonaire — Edward Rawlston
Aldermen

Mayors Court

Between Coja Mocorteom Morgan of Madras Merchant Complainant and

Order are done and do thereby Order and Decree that the Defendants shall pay into the Complainant the full and just Sum of one Hundred and seventy Pagodas & Pagodas 170 together with such Interest as now is or shall hereafter become due thereon untill full Payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit

Per Curr

Read and filed
15th September 1765

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Taylor at Chingleput Merchant by his Attorney James Hay of Madras Merchant that whereas Andy Narraine and Cowell Soubiah of Madras Merchants Stands Indebted to your Orator in the Sum of Seven hundred thirty one Pagodas and thirty two fanams making in Sterling money of Great Brittain at the rate of Eight Shillings for Every Pagoda Two hundred ninety two Pounds Fifteen Shillings and One Pence as will more fully Appear upon an Obligation ready to be produced And whereas your Orator hath frequently and in an Amicable Manner demanded Payment

But now so it is may it please this Honble Court the said Andy Narrain and Cowell Soubiah obstinately and Willfully refuses Your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Andy Narrain and Cowell Soubiah may upon their Corporal Oaths a true and perfect Answer make to all and Singular the Matters and things herein before alledged and set forth as truely fully and Effectually to all Intents and purposes as if the same was here again Repeated and Interrogated and be decreed to pay unto your Orator the said Sum of Seven hundred thirty One Pagodas and thirty two fanams Together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Andy Narrain and Cowell Soubiah to be summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and Districts thereof personally to be and Appear at a certain time and Place to be by this Honble

This Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Read and filed
6th December 1763

The Answer of Cowell Soubiah of Madras Merchant One of the Defendants to the Bille of Complaint of James Taylor of Chonglepat Merchant by his Attorney James Hay of Madras aforesaid Merchant the Complainant

This defendant now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit and Advantage to Exception to the Many Errors Uncertainties and Imperfections in the said Bille Contained for Answer thereunto or Unto so much thereof as this Defendant is Advised doth Materially concern him to make answer unto he this Defendant Answereth and Saith He is not Indebted to the Complainant in the sum of Seven Hundred and thirty One Pagodas and thirty two Fanams Neither is the other Defendant Audy Narrain (who at Present is Encamped with the Honorable Company's Forces) as in the Complainant's Bill of Complaint.

This Defendant humbly prays the Attention of this Honorable Court in Order to Illustrate that the Complainant hath no Right to his Demand upon these Defendants and this Defendant doth set forth and Saith that James Hay of Madras aforesaid Merchant the Attorney for the Complainant hath not fulfilled his Verbal Agreement Entered into by him with these Defendants on the part and Behalf of the Complainant whereby and in default thereof the Complainant's pretended Demand doth (According) to Equity and Good Conscience) and therefore this Defendant humbly presumes at present without any Legall Foundation whatsoever which this Defendant humbly hopes in the Appear to this Honorable Court by the Ins Subsequent Narrative

Fanams for which said Sum this Defendant Saith the said Attorney to the Complainant hath frequently demanded Payment of the Defendant Audy Narrain who at that time had in his Possession a Mortgage Obligation Executed in the Name of the Complainant of a Vessell Belonging to Monsieur Bainy at Vizagapatam for the Sum of One thousand Three Hundred and fifty Pagodas Standing for which Bond is Ready to be Produced before this Honourable Court when Required and this Defendant further Saith the Defendant Audy Narrain was Oftentimes Importuned and Strongly Pressed upon by the Attorney to the Complainant for Payment of the said Sum of One thousand Two Hundred and Thirty One Pagodas and thirty Two Fanams as aforesaid

This Defendant further Saith the Defendant Audy Narrain a Relation of this Defendant and on that Account thereupon Applied to him to become his Security for the Payment of his said Debt and this Defendant Saith he paid to the said Attorney of the Complainant the Sum of Five Hundred Pagodas in Part of Payment thereof and this Defendant admits that he Executed his Obligation together with the Defendant Audy Narrain for the Sum of Seven hundred and thirty One Pagodas and Thirty Two Fanams being the Remainder thereof

This Defendant further Saith in Consideration of his Entring into a Joint Bond with the Defendant Audy Narain for the Payment of the last aforecited Ballance to the Complainant the said Attorney for the Complainant Verbally Engaged to Procure a Letter from the Complainant to Thomas Heath Esqr at Vizagapatam which Should Intitle and Authorize this Defendant to demand and Recover the Money due on the said Mortgage Obligation of the said Vessell as aforesaid and this Defendant Saith he Acknowledges the Receipt of a Letter from the said Attorney of the Complainant directed to the said Thomas Heath Esqr to which Letter this Defendant Saith the said Thomas Heath wrote an Answer to the Complainant and this Defendant Saith he is well Informed the said Thomas Heath Esqr did in his said Answer Signify to the Complainant he must have further direction and be according to Law duly Authorised by the Complainant to Enable the Defendant Audy Narrain by Letter of Attorney from the Complainant to Recover the Amount of the said Mortgage Bon on the Said Vessell for and on Account and to the Use and Use of these Defendants or words to that Effect and this Defendant Saith on his Second Application to the Said Attorney of the Complainant he was Promised sufficient Authority from the Complainant to

Receive the Amount of the said Mortgage Bond on the said Vessell aforesaid which Instrument He this Defendant hath not Received and for want thereof these Defendants are not Paid the said Amount of the said Mortgage Vessell to this Day and this Defendant Saith He Most Humbly Conceives as the Attorney to the Complainants hath not Complyed with his said Verbal Agreement on his Part to these Defendants that the Complainant in future thereof is not Intitled and Cannot in equity Support his Demand on these Defendants and the Defendant Andy Narrain of the Sum Set forth in the Complainants Bill of Complaint

All which Matters and things this Defendant is Ready to Aver maintain and Prove as this Honble Court shall direct and Humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully Sustained

William Bishop
Attorney for the Defendants

Read and filed
10 January 1764

Replication

of James Taylor by his Attorney James James Hay of Madras Merchant to the Answer of Lowe Stubbs of the same place Merchant

This Replyant reserving to all Times hereafter saving and reserving to himself all and all manner of Benefit of Exception to the many Errors Insufficiencies in the said Answer Contained for Replication thereunto to say that the said Answer is very Imperfect Untrue and Insufficient in the Law to be Replied unto And this Replyant further Saith that he cannot but be greatly surprized at the many Evasive Pleas the Defendant has made use of to avoid the payment of the Replyants Just demand this Defendant admits that as an Act of Good nature to defendant his Attorney James Hay did promise to use his Endeavours to procure him the payment of a Mortgage on a Vessell then at Pegue a patam And it plainly appears by the Defendants own Confession that he did take several Steps for that purpose with Thomas Hall the Comp.ts then Chief there As to what has passed since that time by the said Thomas Hall

Different Authority to John Smith Esq.r the present Chief there to Effect the Recovery of the said Debt All that this Replyants said Attorney Promised was his Endeavors which he has been in no Shape wanting in And this Replyant has frequently wrote to the said John Smith Esq.r in Order if Possible to Effect the Recovery of the said money And this Defendants said Attorney James Hay did before the departure of the said John Smith Esq.r Speak to him on that behalf and delivered to him several Papers belonging thereto And so far it now appears to be owing to any Neglect either of this Replyant or his Attorney that the said Debt has not been Recovered if really due that it appears by a Letter from the said John Smith Esq.r that the Defendant Himself has been Negligent of producing before the said John Smith Esq.r the Necessary Proofs of Evidence that his said Mortgage is prior to any other made on the said Vessell the said John Smith Esq.r having advised this Replyant that there has appeared other Mortgages on the said Vessell whose Claimants allledge that they are of a prior date to that of the Defendants This Replyant would think it needless to take up the time of this Honble Court by introducing the foregoing narration was it not to Shew how falsely and unjustly the Defendant has Taxed this Replyants Attorney with Neglect in giving him his Assistance in this Matter For this Replyant is well assured that the merits of it has no manner of Connection was to Impede the payment of this Replyants Demand not Even if what the Defendant has pleaded was Strictly true As this Replyants Demand is upon a Clear and Distinct Bond Executed by the Defendant in Conjunction with his Friend Andy Narrain and which is now long since become due And in which there is no other Condition Inserted to Impede the suing at Law upon it after it become due than the full payment of the amount of it This Replyant therefore most humbly hopes that this Glaring piece of Iniquity so calculated only to delay the payment of this Replyants Demand who must unavoidably Suffer thereby will not Escape the Notice of this Honble Court it being this Replyant verily believes the first of the Kind Introduced into this Honorable Court And that they will be pleased to allow this Replyant ample Costs at the Hearing of this Suit

All which matters and things this Replyant is ready to aver maintain and prove as the same is herein alledged and Expressed and Humbly prays as in and by his said Bill he has already prayed

Archdale Palmer
Attorney for the Defendant

Read and filed
7th Febry 1764

Rejoinder of Audy Narrain and Cowell Soubiah of Madras Merchants to the Replication of James Taylor at Chingleput Merchant by his Attorney James Hay of Madras Specrad Merchant

These Defendants now and at all times hereafter saveing and reserving to themselves all and all manner of Benefit of Exception to the Many Errors Uncertainties and Untruths in the said Replication Contained for Rejoynder thereunto to say that these Defendants Answer is Certain True and Sufficient in the Law to be Replied unto And these Defendants further say that the Several Matters and things set forth in the said Replication are in many Respects Erroneous Untrue and Imperfect which these Defendants will Produce Sufficient Proof of And these Defendants do say as in and by their said Answer they have already said and do and will Aver all and every Matter and thing therein Contained to be true as the same are therein Alledged and Expressed

William Bishop
Attorney for the Defendants

Interrogatories to be administred to such Witnesses as shall be Produced sworn and Examined on the Part and Behalf of the Defendants in a certain Cause wherein James Taylor by his Attorney James Hay is Complainant and Cowell Soubiah and Audy Narrain are Defendants

To all the Witnesses

1st ..... Do you Know the Parties Complainant and Defendants in the Cause or Either and which of them and how long have you known them or either and which of them Declare

To Bundy Soobu Chetty and Conday Rajo

2d ..... Do you know or do you not know whether the Defendants or either and which of them had or had not any Conversation and discourse with any Person or Persons at any time or times in your presence and Hearing If Yea with whom by name or Names was such Conversation and discourse had the Defendants

and Remembrance declare Were or were not any other Person or Persons present If Yea what was or were the name or Names of such Person or Persons then present Do you know or do you not know what year or years month or Months and day or days the Defendants or either and which of them and at what places such discourses was or were held the whole you know and can say in the premises to the best of your Knowledge and Belief Particularly Declare

To Bundy Soobu Chetty Conday Rajo

4th ..... Do you know or do you not know whether either and which of the Defendants was desired and did accordingly for the other Defendant become Bail If Yea at whose suit on what account and for what sum did such Defendant stand Bail for the other Defendant Can you or can you not say in what year month or day it was If Yea did or did not either and which of the Defendants at that time advance any money on Account thereof If Yea what Sum was paid did or did not the Defendants then Execute a Bond for the Payment of any money If Yea what was the sum and Condition of the Obligation and to what Person or Persons was the same made did or did not the Defendants or either and which of them Receive any sum or Valuable Consideration for Signing their Obligation the whole you know and how you came by such your Knowledge touching this matter particularly Declare

Conday Rajo

5th ..... Do you know or do you not know whether or whether not any Person or Persons and whom by name or names that promised and Engaged with the Defendants or either and which of them to procure a Letter for him or them to Recover any sum of money If Yea what was the Purport and Substance of such Letter to what Person or Persons and at what place was or were him or them then Residing Did or did not the Complainant or other Person or Persons for him Receive

Engagement with the Defendants or either and which of them If you can say or do you know the Substance and Purport of Answers in the Premises Particularly Declare

To all the 6th Interrogatories 6th Do you know or can you say any other matter or thing material for the Defendants in this Cause if so set forth the same as you know have been informed or do believe with the Reasons of such your Knowledge and Belief

William Cranwell
Attorney for the Defendant

Mayors Court at Madraspatnam

Between James Taylor by his Attorney James Hay Complainant and Cowell Soubiah and Cuddy Narrain Defendants

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

Bundy Sobbachetty of Madras Merchant Aged 48 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 12th day of December 1764 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Enapah who left a Note of the name Title 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 was not acquainted with James Taylor, but that he has known James Hay 2 or 3 Years, and the Defendants 5 or 6 Years or thereabouts

2 To the Second Interrogatory this Deponent saith, about one year ago Cowell Soubiah came to his house, and told him that he owed some money to a Gentleman and desired this Deponent would pay him, Cowell Soubiah the money that he did owe him and go with him to Mr Hays this Deponent accordingly went with Cowell Soubiah to Mr Hays and there counted out to him the Sum of four or five hundred Pagodas, he does not remember which, while the Money laid upon the Table Mr Hay by this Dubash asked Cowell Soubiah where was the rest Cowell Soubiah made Answer I expect a Ships from the Northward, when that arrives I will pay you more this Deponent saith he cannot particularly depose in answer to this the fourth and last Interrogatory

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between James Taylor by his Attorney James Hay Complainant and Cowell Soubiah and Cuddy Narrain Defendants

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

Condary Rayoo of Madras Conicoply Aged 23 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 12th day of December 1764 sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Enapa who left a Note of the name Title 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 knows James Taylor 3 or 4 Years and has known James Hay 2 Years and the Defendants 10 Years or thereabouts

2 To the Second Interrogatory this Deponent saith he went some time last year with Cowell Soubiah and Pedellee Ramiah to Mr Hays house Mr Hay told Cowell Soubiah that Mr Taylor was at Mr Aldersey's and he had better go and speak to him there Cowell Soubiah Pedellee Ramiah and this Deponent accordingly went when Mr Taylor asked Cowell Soubiah where was his money Cowell Soubiah made Answer if you will send for my Ships I will pay you the money Mr Taylor replyed what business have I with your Ships give me my Money, Cowell Soubiah said the Agreement between you and me is that you should send for my Ships or that you do I will not pay a Cash Mr Taylor then told him, if you bring Two or three hundred Pagodas I will send for your Ships Cowell Soubiah made Answer I cannot pay you any thing till you send for her they then came away and more this Deponent saith he cannot particularly depose in answer to this the fourth, fifth, and last Interrogatory

Richard Latham
Examiner

Read and filed
15th May 1765

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewe unto this Honble

whereas James Taylor late of the same place Merchant deceased Departed about the thirteenth day of September one thousand Seven hundred and Sixty three filed a Bill of Complaint in this Honble Court against Audry Narraw and Cowell Soubiah late of the said place Merchants Abiding your Orator further sheweth that in Consequence thereof Cowell Soubiah one of the said Defendants did make his Appearance on the Sixth day of December in the same Year and file an Answer to the said Bill to which the said James Taylor Replied on the tenth January one thousand Seven hundred and Sixty four And the said Cowell on the Seventh of February following Rejoined And on the Seventh February following Issue Joined and a Rule was passed for the Examination of Witnesses soon after which the said James Taylor departed this Life by reason whereof the said Suit abated

And Whereas the said James Taylor having made his Will and Testament he therein nominated your Orator the Executor thereto In Consequence whereof your Orator have procured a Probat thereof and due Form from this Honble Court

To the End therefore that the said Cowell Soubiah may shew Cause if he 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 your Orators said Testator and that the same may stand Revived accordingly And to that End may it please this Honorable Court to Grant unto your Orator a Subpoena to Revive to be directed to the said Cowell Soubiah thereby Commanding him at a certain day thereon to be Limited to be and appear before this Honble Court And there to shew Cause why the Suit between James Taylor the former Complainant and the said Audry Narrain and Cowell Soubiah the Defendant should not be Revived and further to Stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainants

Mayor's Court at Madraspatnam

Tuesday the 22d day of October Anno Domini 1765

Present
Claud Russell Esquire Mayor
Thomas Pomney & Arthur Cuthbert
Aldermen

Between James Taylor of Chingleput Merchant by his Attorney James Hay of Madras Merchant Complainant and Audry Narraw and Cowell Soubiah of Madras Merchants Defendants

This Cause coming on to be heard and debated this day in the presence of the Attornies on both Sides on Reading the Complainants Bill the Defendants Answer the Replication the Rejoinder the Interrogatories and Depositions on the part of the Defendants the Bill of Reviver on hearing the Readings made use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Complainant has produced sufficient Proof of the justness of his 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 Seven Hundred and thirty One Pagodas thirty two fanams Pago das 731.32 together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit And the Court being of Opinion that the Pleas made use of by the Defendants to Avoid Payment of the Debt due by them are Litigious and without any manner of Foundation and Calculated merely to Prolong the Payment thereof This Court doth therefore further Order and Decree that the Defendants shall be taxed with treble Costs to be paid to the Complainant

Pflur

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Peter Paymire of Madras Inhabitant that whereas Nallruby also of the same place Stands Indebted unto your Orator in the full and Just sum of Eighty Pagodas Current money of Madras making in Sterling money of Great Britain Accounting every Pagoda Eight Shillings the sum of thirty two Pounds or thereabouts Arising upon an Agreement Obligation bearing date the Twenty seventh day of June which was in the Year of Our Lord One thousand seven hundred and Fifty six as will more fully and at large appear by a Translate of this Obligation Account Current and Transfer hereunto Annexed for the Inspection of this Honble Court which was Assigned Over to Your Orator by One Mosah Vankelly Petty Nack and which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint

Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Nallruby of the said sum of Eighty Pagodas

But now so it is may it please this Honble Court that the said Nallruby Obstinately and Willfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Nallruby may upon his Corporal Oath a true and perfect Answer make to all and Singular the matters and things herein before Alledged And set forth as fully truely perfectually and Effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated and be decreed to pay unto Your Orator the aforesaid sum of Eighty Pagodas together with all Interest due on the Principal and remainder as now is or may hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Nallruby to be

ther to Answer the Premises and further to stand to and Abide such Order and Decree as this Honble Court Shall Seem Meet

12th Sept. 1765
This Will being shewn to me between the Days of Adjournment Sets Summons June

James Hathaway
Attorney for the Complainant

David Russell
Mayor

Madras ye 27th June the 27th 1756

Whereas I Nallruby do Acknowledge to have given agreement Obligation to Mosah Vankelly Petty Nack one fire Wood Tyes in Chickram Copong Road One hundred and Eight thousand Billets that I will sell at Madras for one Hundred and Eighteen Pagodas out of which said One hundred and Eighteen Pagodas I am to pay Coja Coach Ninety Pagodas the remaining twenty Eight Pagodas I am to keep to bear the Expences at Chickram Copong Road You will send One Boat to Chickram Copong Road which I will Load her with One One hundred thousand ford Wood by the Twenty fifth of July and send the said Boat with fire Wood to Madras remaining eight thousand I will deliver at the same place by the Tenth day of August Following, And if I do not deliver the above said fire wood at the Limiks time appointed I am to pay to you the said Mosah Vankelly Petty Nack at the rate of three Pagodas p.c. Thousand, And if I do not pay you You are to deliver me up to Coja Coach to Answer for Ninety Pagodas. Witness Pullicat Chidum Burrah Chitty and Atte Petty Callavah Chetty, Drawn by Chinna Tomby

N.B. If you do not send the Boat by the 10th of August I shall Countermand on shore and you are to receive it.

Signed
Nallruby

A True Translate as near as can be taken from the Original Mallabar Language by Connocapah Sworn Interpreter

James Hathaway
Attorney for the Complainant

S.r Vallonboy in Account Current with the Mosah Vankelly Pilly Vaick Cr

1756			Pag	Fs	Cs	1757			Pa	Fs	Cs
June	29	To Cash Lent You on Your Agreement & Obligation	118			May	2	By Cash received by Your Order of Pemull Comber	29		
								By Mine Wounds for Wife	9		
									38		
								By Ballance Acct	80		
		Pagodas	118					Pagodas	118		

Fort St George the 6th Sept 1765

Errors excepted

Known all Men by these Presents that I S. Mosah Vankelly Pilly Vaick of Madras Merchant have hereby bargained and Sold for a Valuable Consideration received in Hand of Peter Paumier also of the same place Inhabitant all my Right and Title to a Debt of Eighty Pagodas Current money of Madras together with all Interest that now is or may hereafter become due thereon upon an Account Current running between me and Said Vallonboy also of the same place Inhabitant And I do hereby Acknowledge my self to be fully satisfied and Contented therewith And I the said Mosah Vankelly Pilly Vaick do hereby covenant and Agree to and with the said Peter Paumier that the said sum of Eighty Pagodas is just & true due Owing and that I have not received the same nor any part thereof In Witness whereof I have hereunto set my Hand in Fort St George the 6th Day of September In the Year of our Lord One thousand Seven hundred and Sixty five

Signed in the Presence of

Colwell Barrett

William Augustus Webb

Court Bowkes

Dwsrp

Mayor's Court at Madraspatnam

Tuesday the 25th day of October Anno Domini 1765

Present

Claud. Russell Esquire Mayor

Peter Marillac — John Debonnaire

Edward Raddon — Reynold Adams

& Arthur Cuthbert — Aldermen

Between Peter Paumier of Madras Inhabitant Complainant and Vallonboy also of the Place Defendant

Happearing by the Records of this Court that the Defendant served with the usual Rules to Answer the Complainants Bill but Wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eighty Pagodas Pagodas 80 — / together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Your

Read and filed 22d October 1765

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cojah Mocortoom Miriam of Madras Merchant That whereas Villah Moory Vencatanarrapah Chetty also of the same Place Merchant stands indebted to your Orator in the full and just Sum of five Hundred Pagodas Current Money of Madras (Making in Sterling Money of

Obligation hereunto annexed for the perusal of this Honble Court, And to which Your Orator most humbly refers himself prays the same may be admitted as part of this your Orators Bill of Complaint

Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested payment from the said Vellah Moory Vencatanarranapah Chitty of the said Sum of Five Hundred Pagodas

But now so it is and may it please this Honble Court the said Vellah Moory Vencatanarranapah Chitty absolutely and wilfully refuses to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Generall Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the end therefore that the said Vellah Moory Vencatanarranapah Chitty may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as truly fully and effectually to all Intents and Purposes as if the same were here again repeated and interrogated, and be decreed to pay unto your Orator the said Sum of Five Hundred Pagodas together with all the Interest that now is or may hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Vellah Moory Vencatanarranapah Chitty to be Summoned and required by the Sheriff Fort Saint George Town of Madraspatnam and the Bettrick 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 this your Orators Bill of Complaint and further to stand and abide such Order and Decree thereon as to this Honorable Court shall seem Meet

James Hathaway
Attorney for the Complainant

Madras 29th August 1764

I Vellah Moory Vencatanarranapah Chitty do hereby Acknowledge to have given this mortgage Obligation to Cojah Mocordom Mirjam that I have Mortgaged in your Hand two Pair of Diamond Dutch fashion valued to four Hundred and fifty Pagodas and one String of Neckless valued to One Hundred Pagodas The whole Amounts to the Sum of five Hundred and Fifty Pagodas upon which I have borrowed and received the Sum of Fife Hundred Pagodas Current Money of Madras, which Sum I promise to pay you in Six Months time with the Interest thereon at the Rate of Nine p Cent p Annum and Redeem the said Jewels, Witness my hand Veerapoe Chitty and Veneapah Moodeliar Drawn by Medah Vallah Krishnah Chitty

(Sign'd)
Vencatanarranapah Chitty

True Translate as near as can be from the Original Entred by Vencapah Sworn Interpreter

James Hathaway
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 3d day of November Anno Domini 1765

Present
Mr. Peter Manaltie Senior Alderman
John Debonaire — Edward Raddon
Reynold Adams — Arthur Cuthbert
Aldermen

Between Cojia Mocorthom Mirjam of Madras Merchant Complainant and Vellah Moory Vencatanarranapah Chitty also of the same place Merchant Defendant

justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Five Hundred Pagodas / Pago das 500 / Together with such Interest as now is or shall hereafter become due thereon until full Payment is made according to the Tenor of the Obligation Sued for also all Costs of this Suit —

V/ Cur

Read and filed
8th October 1765 —

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Frances Barnewell of Fort Saint George Merchant one of the Executors of the last Will and Testament of Antonia Corvalho de Medeiros late of the same Place deceased that Ellah Mutlu Krishnah of Madras Merchant Indebted to your Orator as Executor as aforesaid in the full and just Sum of One thousand One Hundred and Eighty Eight Pagodas two fanams and Sixty Cash being the Ballance of an Account Stated and Settled the Twenty second day of August in the present Year One thousand Seven hundred and Sixty five between your Orator as Executor to the said Estate and the said Ellah Madoo Krishnah which said Sum after the Rate of Eight Shillings for every Pagoda will amount to Four hundred and Seventy five Pounds Four Shillings and upwards of Sterling money of Great Britain And Whereas Your Orator hath frequently and in an amicable manner demanded Payment

But now so it is and may it please this Honble Court the said Ellah Mutlu Krishnah obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the premises Your Orator prays a general Relief as such as this Honble Court shall approve agreeable to Equity and good Conscience to the End therefore that the said Ellah Mutlu Krishnah may upon his Corporal Oath true and perfect Answer make to all and singular the matters

One thousand One Hundred and Eighty Eight Pagodas Two fanams and Sixty Cash with all such Interest as now is or shall hereafter grow due thereon also all Costs of this Suit —

May it please this Honble Court to cause the said Ellah Mutlu Krishnah to be Summoned and required by the Sheriff of Fort Saint 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 for that purpose appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet —

Chas Dromley
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 5th day of November Anno Domini 1765

Present

Mr Peter Marriette Senior Alderman
John Debonaire — Edward Raddon
Reynold Adams — Arthur Cuthbert
Aldermen

L.S

Mayors Court

Between Frances Barnewell of Fort Saint George Merchant one of the Executors of the last Will and Testament of Antonia Corvalho de Medeiros late of the same place deceased Complainant and Ellah Mutlu Krishnah of Madras Merchant Defendant —

The defendant being in Court and acknowledging the justness of the Complainants demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One thousand one hundred Eight Eight Pagodas Two fanams and Sixty Cash Pagodas 1188.2.60

...int all full Payment is made & all Costs of this Suit

Your

Rd and filed
23 Octr 1765

To the Honorable the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Hon'ble Court Your Orator Johannes Peter Papinnier of Madras Inhabitant that
Hancola Vencatashia of the same Place Pedlash is indebted to your Orator in the just
and just Sum of One hundred Pagodas Current Money of Madras upon a Transfer of
a Mortgage Obligation which at the Rate Eight Shillings for every Pagoda will
amount to the sum of Forty Pounds of lawfull Money of Great Brittain as will
more fully appear by a Translate of the said Mortgage Obligation together with
a Transfer thereof hereunto annexed for the Inspection of this Hon'ble Court and to
which your Orator most humbly refers and prays the same may be admitted as part of this
Your Orator's Bill of Complaint

And Where as your Orator hath in an amicable manner
demanded Payment of the said sum of one hundred Pagodas with the Interest due
thereon but now so it is and may it please this Hon'ble Court the said Hancola
Vencatashia refuses to give your Orator any manner of satisfaction touching the
Premises your Orator therefore prays a peonal Relief such as this Hon'ble Court
shall Appear agreable to Equity and good Conscience To the End therefore
that the said Hancola Vencatashia 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 perfectly and effectually as if the
same were here again repeated and interrogated and that the said Hancola
Vencatashia may be decreed to pay unto your Orator the aforesaid sum of one
hundred Pagodas together with all such Interest as now is or shall hereafter
become due thereon also all Costs of this Suit

May it please this Hon'ble Court to cause the said
Hancola Vencatashia to be Summoned

appointed then and there to answer this your Orator's Bill of Complaint and further
to stand to and abide such Order and Decree as to this Honorable Court shall seem Meet

John Brasier
Attorney for the Complainant

Madras August 3d 1763

I Vencatashia Naick son of Hancola Vencat Ramah Naick
do hereby acknowledge to have borrowed and received of Tellashinga Naick One hundred
Pagodas Current Money of Madras for which I hereby Mortgage My House
situated in Peddanaques Pettah in Mooper Pashow Street between the Houses
of Chinglevoy and Saylor Condapah which said Sum I promise to pay in three
Months from the date hereof with Interest at Nine p Cent p Annum and if the said
Sum is not paid within the limited time I do agree to allow two p Cent p annum
for every Month afterwards and in failure of payment thereof and for further
Security thereby give you my said House Bill of Sale and do agree that the
said House shall be valued by four of the Company's Brickleyers and to be
sold to you at their Valuation so Agreed to Tellashinga Naick Naick Witness
Kistnam Naick and Drawn by Mela Condapah

Witness
Chinglevoy

The mark of) Vencatashia

Said to be a true Translation from the Orginal Mallabar as near
as can be by Conacapah Sworn Interpreter

John Brasier
Attorney for the Complainant

Madras 4th October 1765

I Tellashinga Naick of Madras Inhabitant do hereby for my
self my Heirs Executors Administrators and Assigns Transfer and make over
unto Johannes Peter Papinnier also of Madras Inhabitant his Heirs Executors
Administrators and Assigns all my Right and Title to the sum of one hundred

Vencatashia Naicke Mortgage Obligation in My favor bearing date the third day of the quiet in the Year of Our Lord one thousand seven hundred and Sixty three to gether with such Interest as now is or shall hereafter become due thereon for the the said Peter Pasmire Interest note of hand in My favour for the sum of one Hundred and Ten Pagodas payable home or Order four Months from the date hereof as Witness my hand in Fort Saint George the said fourth day of October in the Year of our Lord 1763

Witnesses
Chingleray
Venkatty Pully

A True Copy from the Original Transfer

John Brasier
Attorney for the Complainants

Mayors Court at Madraspatnam

Tuesday the 12th day of November Anno Domini 1765

Present
Mr. Peter Mamelle Senior Alderman
John Belmaire — Edward Raddon
Reynold Adams — Aldermen

Between Johannes Peter Pasmire of Madras Inhabitant Complainant and Haucola Vencatashia of the same place Dubash Defendant

The defendant being in Court and acknowledging the Justice of the Complainants Demands This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall

made according to the Tenor of the Obligation and for also all Costs of this Suit

Peter

Read and filed
22 October 1765

To the Honorable the Mayor Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court your Orator Johannes Peter Pasmire of Madras Inhabitant that Haucola Vencatashia and Haucola Vengunah of the same place Dubashes are indebted to your Orator in the full and just Sum of three hundred and Ninety One Pagodas Current Money of Madras upon a Transfer of an Obligation Bond which at the Rate of eight Shillings for every Pagoda amounting to the sum of one hundred and fifty Six pounds or thereabouts of lawfull Money of Great Brittain as will more fully appear by a Translate of the said Obligation together with a Transfer thereof hereunto annexed for the Inspection of this Honble Court and to which your Orator most humbly refers and prays the same may be admitted as part of this your Orator Bill of Complaint

And Whereas your Orator hath frequently and in an Amicable manner demanded payment of the said Sum of three hundred and Ninety one Pagodas with the Interest due thereon, But now so it is and may it please this Honble Court the said Haucola Vencatashia and Haucola Vengunah refuse to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a general Relief such as to this Honorable Court shall appear agreable to Equity and Good Conscience To the End therefore that the said Haucola Vencatashia and Haucola Vengunah 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 perfectly and effectually as if the same were here again repeated and Interrogated and that the said Haucola Vencatashia and Haucola Vengunah may be decreed to pay unto your Orator the aforesaid Sum of three hundred and Ninety one Pagodas together 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 Haucola Vencatashia and Haucolah Vengunah to be Summoned and required by the Sheriff of Fort Saint George and the Tozen of Madraspatnam

please to be by the Worshipful Court prefixed and appointed Thereunto to answer this your Orators Bill of Complaint and further to abide such Ordered and Decree as this Honorable Court shall see meet.

John Brasier
Attorney for the Complainant

Madras 26th December 1765

We Hawcola Vancatachia and Hawcola Cinganah do hereby acknowledge to have Borrowed and Received from Sumatula Satchamma and Tellishinga Naick the full and just Sum of three hundred and ninety Pagodas payable on demand with Interest at Nine p Cent p Annum joint Ly or separately to be paid, Drawn by Nimma Radjen and signed

Witnesses
Pambane Velleppa
Chittor Chitty Chingal Roy

The mark of Hawcola Vancatachia
Cinganah

A True Translation as near as can be from the Original Gentoo by Cancapah sworn Interpreter

John Brasier
Attorney for the Complainant

Madras 1st of October 1765

I Tellishinga Naick of Madras Inhabitant do hereby for myself My Heirs Executors Administrators and Assigns Transfer and make over unto Johannes Peter Dasonier his Heirs Executors Administrators and Assigns all my Right and Title to the sum of three hundred and Ninety one Pagodas due to Me from Hawcola Vangadashia and Hawcola Cinganah upon their the said Hawcola Vancatachia and Hawcola Cinganah joint Obligation bearing

Interest Note of hand in my favour for the sum of seven hundred Pagodas payable to Me or Order four Months from the date hereof as Witness my hand in Fortclient George the said fourth day of October in the Year of our Lord 1765

(Signed)
Tellishinga

Witnesses
Chingal Roy
Vakelly Putta

A True Copy from the Original Transfer
John Brasier
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 12th Day of November Anno Domini 1765

Present

Mr. Peter Marriette Senior Alderman
John Debonaire — Edward Raddon
& Reynold Adams — Aldermen

Mayors Court

Between Johannes Peter Dasonier of Madras inhabitant Complainant and Hawcola Vancatachia and Hawcola Cinganah of the same place Dubashes Defendants

The defendant Hawcola Vancatachia 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 Three Hundred and Ninety one Pagodas Pagodas 391... / together with such Interest as now is or shall Thereafter become due Thereon until full Payment is made according to the Tenor of the Obligation sued for also all Cost of this Suit

Court

Read and filed
13th August 1765

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator John Delmaire of Fort Saint George Merchant that Tomby Chitty of Madras Merchant stands indebted unto your Orator in the sum of five hundred ninety one Pagodas Eighteen fanams and ten Cash upon a Writing Obligatory bearing date the Eighth day of July in the Year One thousand Seven hundred and Sixty five given by the said Tomby Chitty to your Orator which said Sum after the rate of Eight Shillings for every Pagoda will amount the Sum hundred twenty six Pounds fifteen Shillings and upwards of Sterling money of Great Britain And Whereas Your Orator hath frequently and in an amicable manner requested Payment

But now so it is and may it please this Honble Court the said Tomby Chitty obstinately and wilfully refuses to give your Orator any manner of satisfaction touching the Premises Your Orator prays a general Relief as to this Honorable Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Tomby Chitty 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 he decreed to pay unto your Orator the aforesaid Sum of six hundred ninety One Pagodas Eighteen fanams and Ten 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 Tomby Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District 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 by such Order and Decree therein as to this Honorable Court shall seem Meet

Mayors Court at Madraspatnam

Tuesday the 12th day of November Anno Domini 1765

Present
Mr Peter Mariette Senior Alderman
Edward Raddon — G Reynold Adams
Aldermen

Between John Delmaire of Fort Saint George Merchant Complainant and Tomby Chitty of Madras Merchant Defendant

Mayors Court

L.S.

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Six Hundred and Ninety one Pagodas eighteen fanams and ten Cash Pagodas 691.18.10 together with such Interest as now is or shall hereafter become due thereon until full payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit

Recur

Read and filed
25th May 1762

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator John Emanuel Delle of Madras Merchant That whereas Cocalle Sewraday alias of the same Place Merchant stands Indebted to Your Orator in the full and just Sum of One thousand Pagodas as Current Money of Madras making in Sterling Money of Great Britain the Sum of Four Hundred Pounds or thereabout For Whereas the said Cocalle Sewraday did on the Third day of [illegible] in the Year One Thousand Seven Hundred and Sixty One Agree with Your Orator for the

Goods, Merchandizes and Monies of the good Ship Neptune Thomas Freeman
Commander on a Voyage from the Port of Fort Saint George and Masulapatam
on the Coast of Commandell to, Mocha from the Port of Merghi Siam &c. Ports to the
Eastward and back to the aforesaid Port of Fort Saint George with full Liberty
for the said Ship during the said Voyage to Stop and Stay on any Port or Place
whatsoever without Prejudice to the said Insurance And he the said Gocall
Serwady for and in Consideration of the Premium of Seven pr Centum the Sum
Assured being then paid him did by his Obligation or Policy of Insurance
bearing date the third Day of July in the Year One thousand Seven Hundred
and Sixty One Under his Hand and Seal Firmly Bind himself his Heirs
Executors Administrators Assigns and Goods to Pay unto your Orator his Heirs
Executors or Assigns in case of A Loss happening the Sum of One thousand
Pagodas as at the Expiration of Six Months after proper Notice of such Loss
should be given to him the said Gocall Serwady and upon Condition that your
Orator should in that case make an Abatement of Ten pr Cent as is Customary
All which will more fully and at Large Appear upon Reference being had
to the Original Policy of Insurance now ready to be produced by Your Orator
for the Inspection of this Honorable Court

Your Orator now Proceeds to Inform this Honorable
Court that soon after the said Ship Neptune Sailed from Fort Saint George
She Met with Extreme Bad Weather whereby she Suffered very Considerably
that her Commander was Obliged to Carry her into the Port of Vizagapatam
in Order to Repair her there if Possible to Enable her to Proceed on her
Intended Voyage Upon Examination of her in the Port of Vizagapatam she
was found Damaged in several Very Material Places and it was Deem'd
Possible to Procure at Vizagapatam the proper Materials for Making
the Necessary Repairs Thomas Freeman her Commander above mentioned
Wrote a Letter to Your Orator Acquainting him that he would Endeavor
by every Method in his Power to put her in the best Condition that Place
and Opportunity would Permit but that he was extremely Diffident after
every thing Possible should be done whether she would be able to Accomplish
the Intended Voyage

Examination it should be Esteemed Unsafe to Attempt the Completion of her
first Intended Voyage Upon Receiving this Information from Captain Freeman
Your Orator immediately sent for the above mentioned Gocall Serwady and Acquainted
him with the very considerable Damage sustained by the said Ship Neptune and
further that there being A probability of her not being thought in A fit Condition to
Proceed to the Port of Merghi Your Orator Desired the said Gocall Serwady to
Change and Transfer his Risk on the said Ship which has bee above set forth from
her Original Destination to the Port of Calcutta in Bengall this Proposall
the said Gocall Serwady very Readily Agreed to and accordingly signified his
Acquiescence thereunto by a Declaration under his hand and Seal dated the
Third Day of September in the Year One thousand Seven hundred and Sixty
One which is Annexed to the Original Policy of Insurance

Your Orator now comes to Inform this Honorable Court
that the said Ship Neptune having been Narrowly Examined by Captain Freeman
and some other Gentlemen at Vizagapatam they finding that she was in Extreme
bad Condition were of opinion that it would be most for the Benefit of Every Person
Concerned that she should not proceed on her Intended Voyage to Merghi but that
she might with a Probability of sufficient Safety be carried to the Port of Calcutta
in Bengall Agreeable to this Opinion the said Ship Neptune with the
Permission of the Owners and others concerned at this Place set sail from Vizagapatam
for the Port of Calcutta and very soon after Met with A Violent Gale of Wind
whereby she was forced on shore and a Total Loss of Ship and Cargo ensued By this
Misfortune Your Orator in his Share of the Ship and Cargo sustained A Loss
considerable Exceeding the Sum he had Insured now Sues for which Your Orator
will fully and Clearly Prove to the Satisfaction of this Honorable Court when
Required

Your Orator in consequence of the Loss above set forth
hath frequently and in an Amicable Manner Requested Payment of the aforesaid
Sum of One thousand Pagodas Assured by the said Gocall Serwady upon the Bottom
Goods, Merchandizes and Monies of the said Ship Neptune

But now so it is may it Please this Honorable Court
the said Gocall Serwady Wilfully and Obstinately Refuses to give your Orator
any Manner of Satisfaction touching the Premises Your Orator therefore prays
all Relief such as to this Honorable Court shall appear Agreeable to Equity
and Good Conscience To the End therefore that the said Gocall Serwady

Angular the Matters and things herein before Alledged and setforth as fully truely and Effectually as if the same were here again Repeated and Interrogated and be Decreed to Pay unto Your Orator the aforesaid Sum of One Thousand Pagodas also all Costs of this Suit

May it please this Honorable Court to Cause the Said Gocall Sumedy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and Appear at a Certain Time and Place to be by this Honorable Court Appointed and Prefixed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and Abide such Order and Decree therein as to this Honorable Court shall seem Meet

Richard Veale
Attorney for the Complainant

Read and filed
16th Oct 1761

ANSWER of Gocall Sumedy of Madras Merchant Defendant to the Bill of Complaint of John Lewin Smith of the said place Merchant Complainant

This defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit of Exception to the many Errors Uncertainties and Untruths in the said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is advised doth Materially concern him to make Answer unto this Defendant Answereth and saith that he Admits that the Complainant did apply to this Defendant for an Insurance of the sum of One Thousand Pagodas on the Ship Neptune Captain Thomas Freeman Commander from this Port of Madras and Vizagapatnam bound from the Ports of Meghee Siam and other Ports to the Eastward and this Defendant further admits that he this Defendant did Assure to the Complainant the said sum of One Thousand Pagodas on the

the said Bill in her passage from this Port to that of Vizagapatam but this Defendant absolutely denys that upon Receipt of a Letter from the said Captain Thomas Freeman from Vizagapatam Setting forth the Damage the said Ship Neptune had sustained that this Defendant was Informed thereof and that thereupon this Defendant Consented that this Risque on the said Ship should be altered from the Port of Vizagapatam to that of Calcutta in the Kingdom of Bengall for this Defendant Positively affirms that upon the Complainants sending for this Defendant he was told by the Complainants Dubash or words to that Purpose that the Season being too fast advanced for the said Ship to proceed to the port of Merghi aforesaid they thought most advisable to send the said Ship Neptune to the Port of Calcutta in Bengall the Complainant Concealing from this Defendant the True reason for Altering the destination of the said Ship And whereas this Defendant being Satisfied with the reasons above setforth for altering the destination of the said Ship this Defendant Readily Consented thereto not Knowing then the bad Condition of the Ship Neptune, which had he been truely Informed of he would never have given such Consent to the Complainant Now this Defendant prays that the Letter of the said Captain Thomas Freeman may be delivered into this Honble Court for the Inspection of this Defendant, And as a further Plea for this Defendant Defeating the Payment of Insurance on the said Ship Neptune this Defendant does not Admit that at the time of the Loss of the said Ship that the Complainant had the Value assured on board the said Ship for he is well Informed that a very Considerable part of the Cargo of the said Ship was Landed at Vizagapatnam afore said and could it be proved that the Complainant had the value Insured on Board this Defendant thinks he has an undoubted Right to a Proportionable Share of such salvage as was so Landed for all which Reasons this Defendant denys the Payment thereof

All which matters and things this Defendant is Ready to aver maintain and Prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges on this behalf most wrong fully sustained

Archdale Palmer
Attorney for the Defendant

Read and filed
16th October 1760

Replication of Thos Lewin Smith of Madras Merchant to the Answer of Gerall Strudwick of the same place Merchant

This Replyant now and at all times hereafter saving and Reserving unto himself all and all manner of Benefit and advantage of Exception to the many Errors and Insufficiencies in the said Answer Contained for Replication thereunto Saith that all and Singular the matters and things in this Replyants Bill are true as the same are therein alledged and Expressed and further that the Answer to the said Bill is very untrue Imperfect and Insufficient in the Law to be Replyed unto This Replyant now Proceeds Particularly and Clearly to Refute and set aside the several Pretended Reasons given by the Defendant for his Refusing to Pay the Sum of One thousand Pagodas now sued for by this Replyant and first the Defendant is pleased absolutely to Deny that he was Informed by this Replyant of the true Reasons that Occasioned the Voyage of the Ship Neptune being altered from her Original Destination to the Port of Merghie to the Port of Calcutta in Bengal and the Defendant further sayth that instead of Informing him that it was owing to the said Ship Neptunes having Received Considerable Damage in her Passage to Vizagapatam this Replyant Durbash Captained to him the Defendant that the said Ship Neptune was to be sent to Bengal because it was then too late in the season to Proceed to Merghie to Refute this assertion of the Defendants if this Replyant was not Possessed of a Multitude of other Indubitable Proofs the very Improbability and Absurdity of this Replyants ever giving such a Groundless Cause for the Alteration of the Voyage as the Lateness of the season is more than sufficient clearly to Convince him which at Sight the Defendant was fore Prepared to Colour his Evasions of Payment this Replyant Believes that it is well known to every Member of this Honble Court and indeed to Most to Every Person the least Concerned in Business that any Vessell may and Can Safely Proceed from the Road of Vizagapatam to the Port of Merghie at any Season of the Year and it is also equally Notorious that the Month of September in which the said Neptune Sailed from Vizagapatam is by every Person Esteemed a Fine Season to Proceed to Merghie and this Replyant Believes that the Defendant Knows this to be the Case but this Replyant Durbash Captained to the Defendant that the said Ship Neptune had Received Considerable Damage in her Passage to Vizagapatam and that she had Sustained so much Damage that in all Probability upon a Closer Inspection of her then present State it might be found for the Interest of all Concerned to carry her to the Port of Calcutta in Bengal in order to be Repaired this Replyant Says that when he Received this Information he immediately sent for the Defendant and by means of this Replyants Dubash Named Arnachellum the whole affair was Explained to the Defendant It must likewise further be observed here that when the Defendant was Informed in the General Terms of Captain Freemans Letter that the said Ship Neptune had Received Considerable Damage in the Storm she had Encountered he the Defendant Enquired in a very particular manner whether any of the Goods aboard were Damaged this is a Circumstance well Remembered by this Replyant the above named Durbash Arnachellum and several other Witnesses then present and when proved will serve entirely to Refute the Weak and Evasive Invention of the Defendant as with respect to the Lateness of the season this Replyant must also naturally Refer here to the agreement annexed to the Original Policy of Assurance wherein it is Expressly Mentioned what in case the said Ship Neptune cannot Proceed or her Intended Voyage to the Port of Merghie then the Defendant agrees to Change Transfer and take on Himself all the Risques on the said Ship as Mentioned in the Original Policy to the Port of Calcutta in Bengal this Replyant thinks it almost needless further to Observe upon this Head that this Honble Court must naturally Conclude that the Defendant would never have affixed his Hand and Seal to this New agreement without having the Contents first carefully Explained to him and in this case if as the Defendant alledges he agreed to the Change of the Voyage merely upon account of the Lateness of the season why was it not mentioned as an alternative in this New agreement that the said Ship Neptune should go to the Port of Calcutta in Bengal only if it should so happen that she was not able to Proceed to the Port of Merghie To Conclude upon this Part of this Defendant to Answer this Replyant is Sorry in having been obliged to take up so much of the attention of this Honble Court in Refuting a Bold assertion of the Defendant so equally evi-

of the Seamen next Given to Corroborate what has been above set forth by a Relation of Circumstances every one of which will be attended with the most Clear and Indubitable Proof This Replyant in Opposition to what the Defendant has alledged upon this Head begs Leave to inform this Honble Court that when he this Replyant Received a Letter from Captain Freeman Commander of the aforesaid Ship Neptune Informing him and the other Owners that the said Ship had received considerable Damage from Bad weather in her Voyage to Vizagapatam and that she had Suffered so much that in all Probability upon a Closer Inspection of her then present State it might be found for the Interest of all Concerned to carry her to the Port of Calcutta in Bengal in order to be Repaired this Replyant Says that when he Received this Information he immediately sent for the Defendant and by means of this Replyants Dubash Named Arnachellum the whole affair was Explained to the Defendant It must likewise further be observed here that when the Defendant was Informed in the General Terms of Captain Freemans Letter that the said Ship Neptune had Received Considerable Damage in the Storm she had Encountered he the Defendant Enquired in a very particular manner whether any of the Goods aboard were Damaged this is a Circumstance well Remembered by this Replyant the above named Durbash Arnachellum and several other Witnesses then present and when proved will serve entirely to Refute the Weak and Evasive Invention of the Defendant as with respect to the Lateness of the season this Replyant must also naturally Refer here to the agreement annexed to the Original Policy of Assurance wherein it is Expressly Mentioned what in case the said Ship Neptune cannot Proceed or her Intended Voyage to the Port of Merghie then the Defendant agrees to Change Transfer and take on Himself all the Risques on the said Ship as Mentioned in the Original Policy to the Port of Calcutta in Bengal this Replyant thinks it almost needless further to Observe upon this Head that this Honble Court must naturally Conclude that the Defendant would never have affixed his Hand and Seal to this New agreement without having the Contents first carefully Explained to him and in this case if as the Defendant alledges he agreed to the Change of the Voyage merely upon account of the Lateness of the season why was it not mentioned as an alternative in this New agreement that the said Ship Neptune should go to the Port of Calcutta in Bengal only if it should so happen that she was not able to Proceed to the Port of Merghie To Conclude upon this Part of this Defendant to Answer this Replyant is Sorry in having been obliged to take up so much of the attention of this Honble Court in Refuting a Bold assertion of the Defendant so equally evi-

Reason for altering the Voyage by this Replyant in her Character of Merchants
and equally impossible ever to have been Believed or Accepted of by the Defendants
in her Character of an Indian Trader

This Replyant must proceed to take Notice of
the last Reason given by the Defendants for Refusing Payment of the sum now Sued
for the Defendants in their Answer says, as a further Plea for their Defendants Refusing
Payment of Insurance on the said Ship Neptune the Defendants do not admit
that at the time of the Loss of the said Ship that the Complainant had the Value
insured on Board the said Ship for he is well informed that a very Considerable
Part of the Cargo of the said Ship was Landed at Vizagapatam but as the Reason
to the Defendants being informed that this Replyant had not the Value now
Sued for on board the said Ship Neptune when she was Lost for a commencing Proof of the
Contrary this Replyant Begs leave to Refer this Honble Court to the Accounts
Current which will be delivered to this Court as an Exhibit when the Main
time this Replyant is ready and Willing to show or deliver up the same to
the Defendants for his Satisfaction which by it will appear that when this
Replyant shall have Recovered the sum now Sued for as also Five Hundred
Pagodas Insured by another hand and Deducting besides the sum of five
Hundred Pagodas Responsible on the said Voyage this Replyant will after all
sustain a Loss of Pagodas Four hundred and Fifty Six as the Defendants has here
placed the Weight of his Refusal of Payment upon has Intended Information that
this Replyant had not value on Board this Replyant humbly hopes that when
he shall fully prove to the Satisfaction of this Honble Court the particulars of his
Loss as above set forth these several Evasive and Equivocal Pretences of the Defendants
will be set aside and the Payment of the Sum now Sued for be Decreed to this
Replyant as also the Interest upon the said Sum from the time that it shall
appear to have become Justly due Right of this Replyant upon the whole
this Replyant believes it will appear very clearly to this Honble Court
that sending the said Ship Neptune from Vizagapatam to Bengal was a
Step that promised the best Effects for the Interest of every Person concerned
and this will still more fully appear from the Declaration of Captain Thomas
Freeman Commander of the said Ship Neptune where in the said Thomas
Freeman Declares that he firmly Believes that the said Ship with her
Cargo

to Aver maintain and prove as this Honble Court shall Direct and humbly prays
as in and by his said Bill he hath already prayed

Chas. Bromley
Will.m Cranwell
Attornies for the Replyant

On the 1st day of February Anno Domini 1762 Before me
John Maxwell Stone Notary and Tabellion Publick dwelling and
Practising at Fort St George on the Coast of Choromandell in the East
Indies by Lawfull Authority sworn and admitted personally came and appeared
Thomas Freeman late Commander of the Ship Neptune further of were
Owners Messrs John Lewin Smith, William Powney & Johan
Calland) who did solemnly testify and Declare upon Oath in manner
and form following

That the said Ship was by a violent Storm of Wind
in her Passage from Vizagapatam towards Bengall Lost on the Coast of
Orixa between the Pagan and Black Pagodas. That the following Goods
had been Loaded on bord the said Ship Viz.t

At Madras

4 Bales of Mugga Silk
2 Bales of Mugga Doaks
Parcells of different sorts 2408
Steel ... 98 Bags
Gun Powder 20 Barrels
Sheathing Boards ... 2000
A Large Looking Glass

At Duraspatam
Salt ... 110 Garce of Madras

At Masulipatam
Tabacco ... 177 Bales
Beetlas flowered ... 3 Bales

At Vizagapatam

Salt ..... 13 Garce

And the said Thomas Freman did moreover declare that the following Goods were Landed at Vizagapatam Viz.t

Tobacco	172 Bales
Ghee	17 Puppers
Mugga Dorties	2 Bales
Mugga Silk	4 Bales
One Bale of which was a little Damaged	
Sheathing Boards	800
Battellas	25 Pieces
23 Pieces of which were Damaged	
Gun Powder	15 Barrells
Innalls	about 5 or 600

Stores

Muskets	10
Brass Compass	1
Carnpe Long Lines	2
Hand Line	1
Deepsea Line	1

And that the said Ships together with all the Goods and Stores that had been laden in board her except those Landed at Vizagapatam aforesaid proceeded East And the said Thomas Freeman further Declares that he firmly believes that the said Ship with her Cargo would have arrived safe at Bengall had not she unfortunately met with the Accident Above mentioned

In Witness whereof I have hereunto set my Hand and the Seal of my Office at Fort Saint George this 5th day of February Anno Domini 1762.

Read and filed
16th Octr 1765

Rejoynder of Gocull Jerwaddy of Madras Merchant to the Replication of John Lewin Smith of the same place Merchant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit And Advantage of Exception to the many Errors Uncertainties and untruths in the said Replication Contained for Rejoynder thereunto saith that this Defendants Answer is True and Sufficient in the Law to be Replyed unto and this Defendant further saith that he still Insists as set forth in his said Answer that he was not Informed of the True reasons for altering the Voyage of the Ship Neptune And this Defendant prays as in his said Answer that the Letter of the Commander thereof Captain Thomas Freeman may be delivered in to this Honble Court for the Inspection of this Honble Court this Defendant in Regard to the Allegation of the said Captain Thomas Freeman annexed to the Replyants Replication cannot help observing to this Honble Court that it thereby appears that the most Valuable part of the Cargo was Landed at Vizagapatam which plainly Evinces that the Replyant notwithstanding the assertion of the said Captain Thomas Freeman was well Informed in what bad Situation the said Ship was in of which part so saved this Defendant is well assured was he possessed of no other matter for his Defence He would be Entitled to a proportion Share of Salvage and this Defendant says as in and by his said Answer he has already said and humbly prays as he has therein already prayed

Archdale Palmer
Attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein John Lewith Smith of Fort Saint George Merchant is Complainant and Gocul Jerwaddy of Madras Merchant is Defendant

On the Part and Behalf of the Complainant Viz.t

Interrogatory 1st

of these Interrogatories named, & you how long have you known them or either and which of them Declare

Reddy Narrain } 2d ..... Was this Paper Writing now shewn to you, at this the time of your
Ternachellum } Examination Signed and Delivered in your Presence & Use, by whom was such Paper Writing Signed and Delivered & Declare and suffer Ye according to the best of your Knowledge Remembrance and belief

Reddy Narrain } 3d ..... Do you Know of any Summe or Summes of money given to the Defendants
Ternachellum } by the Complainant at the time of Signing and Delivery of this Paper Writing here shewn you, if yea, what particular Summ or Summes of money were given for such Undertaking Set forth and Declare according to the best of your Knowledge Remembrance and belief

Reddy Narrain } 4th ..... Are you or are you not acquainted with the Hand Writing
Ternachellum } and Seale subscribed and affixed to a Writing appearing to be an Alteration of the Ships Nephenes Voyage from her first Intended Voyage & Use, whatever the particular Circumstances that induced the Defendant to Sign such Writing thereto shewn you and by whom was such Circumstances related Declare the same according to the best of your Knowledge Remembrance and belief

Last ..... 5th ..... Do you Remember to have heard at the time of Changing the
Reddy Narrain } Risk any particular Question put to the Complainant by the Defendants Agent
Ternachellum } Serviday respecting the Cargoe or to the damage Sustained, if Yea what was the Purport of such Question and whether was the same before the Signing of the Defendant or after Declare all you Know concerning the same

Chas Bromley
Attorney for the Complainant

In the Name of God Amen I John Lewin Smith of Fort St George as well on his own name as on the Name or Names of all Persons whom it doth or may concern Do the make Assurance and cause the himself and them and each of them to be Insured Lost or not Lost at and from the Port of Fort St George aforesaid to and upon the Coast of Coromandel that and from the Port of Morgui when & Ports to the Eastward and back to the Port of Fort

Master thereof is or shall be named or called and also upon all kinds of Goods or Merchandize or monies whatsoever laden or to be laden on board of the said Ship during the Term of her present Voyage beginning the Adventure upon the said Ships Goods Merchandize or Monies from and immediately following the loading thereof on board the said Ship Nephene at the aforesaid Port of Fort St George and so shall continue and endure untill the said Ship with whatsoever Goods Merchandize or Monies shall or may be laden on board her shall have prosecuted her said Voyage to the several Ports aforesaid or any of them untill her arrival to the aforesaid Port of Fort Saint George and such Goods Merchandize or monies shall be safely landed and it shall be Lawfull for the said Ship in the said Voyage to Stop and Stay in any Port or Place whatsoever without prejudice to this Insurance And the said Ship, Goods Merchandize and Monies by Agreement are and shall be valued at the sum of One thousand Pagodas Current of Madrass without further account to be given by the Assured for the same And touching the Adventures and Perils which we the Insurers are contented to bear and do take upon us in this Voyage they are of the Seas Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Letters of Mart and Counter Mart, Surprizals, takings at Sea, Arrests, Restraints, and detainments of all Kings Princes and People of what Nation Condition or Quality soever, Barratry of the Master or Mariners, and all other Perils, Losses and Misfortunes that have shall or may come to the Hurt, Detriment or Damage of the said Ship or of the Goods Merchandize or Monies which are, or shall be loaden on board of her or any part thereof And in case of any Loss and Misfortune it shall be lawfull for the Assured his or their Factors Servants or Assigns to use labour and travil for in, and about the Defence, Safeguard and Recovery of the said Ships Goods Merchandize or Monies or any Part of the same, without prejudice to this Insurance And it is agreed by us the Assurers, that the writing or Policy of Assurance shall be as much free and Effectual as the surest writing or Policy of Insurance heretofore at any time made And we the Insurers are contented and do hereby promise and bind ourselves our Heirs Executors Administrators and Assigns and our Goods to the Assured his or their Executors Administrators and Assigns for the true performance of the Premises confessing ourselves paid the Consideration Money due unto us for this Assurance to the Port of Morgui by the said John Lewin Smith after the Rate of Seven Pagodas for every hundred but in case the said Ship Nephene should proceed to the Port of Siam and other Ports to the Eastward then and in that case the Assured are to pay after the Rate of Ten & half Pagodas for every hundred, And further we the Assurers do hereby covenant promise and oblige ourselves our Heirs Executors Administrators and Assigns in case of the

Owners of the Sh

To Ship Prime Cost			1781.. 18.. -
To Stores and Repairs at Madras		1994 22.. 13	
at Vizagapatam		119.. 32.. 18	2114.. 12.. 61
To Charges of her Outfit at Madras			767.. 4.. 67
To Goods Loaded at Madras Viz.t			
4 Bales of Mugga Silk 69 and 9 @ 9 ℔ Maund		401.. - ..	
1 Large Looking Glass		65.. - ..	
Packing Boat and Cooley hire on above		1.. - ..	
2 Bales of Mugga Dorkes 39 and 18 @ 12 ℔ Corge		478.. 31.. -	
Packing Boat and Cooley hire on Ditto		.. 36.. 10	
Frigalls 2958 Sells @ P.12 ℔ 1000 Sells		38.. 12.. 54	
Ditto Large 970 @ 1/4		23.. 15.. 10	
Packing Boat and Cooley hire on Ditto		7.. 22.. 20	
Steel 10 Candy @ P20 ℔ Candy		200.. - ..	
Packing Boat and Cooley hire on Ditto		3.. 27.. 52	
Gun Powder		71.. 28.. -	1331.. 11.. 46
Loaded at Durrapatnam			
Salt 40 Garce @ Pa 1/2 ℔ Garce			165.. - ..
Loaded at Masulapatam Viz.t			
17 Bales of Tabacco 51.. 2 @ 32 Rs ℔ Candy		1636.. 13.. -	
Onions		16.. - ..	
Cotton 4 Sur		1.. 8.. -	
Bamboos 4		2.. - ..	
Ghee 24 Doppers 4 19 @ 20 ℔ Ditto		496.. 11.. 6	
Rice 8 @ 46 ℔ Ditto		368.. - ..	
Gunnys 50		10.. - ..	
Gruntgram 11 74 @ 48 ℔ Ditto		55.. - ..	
Gunny Bags for Ditto		3.. - ..	
		2589.. - 6.	
Commission on 2589.. 6 @ 5 ℔ Cent		129.. 8.. 9	
Boat and Cooley hire & Fire Wood		84.. 6.. 6	
Gunny Bags		40.. - ..	
250 Pc.s ℔ Flowered Muslins dito by M.r Heath		1121.. 14.. -	
Washing Cooley		6.. - ..	
Loaded at Vizagapatam			3980.. 12.. 9
Salt 12 Garce @ 16 Rs ℔ Garce		208.. - ..	

℔ Neptune to Merger

(A)

By John Calland His 1/12 Share	1268.. 10.. 33
By William Kenney His 5/12 Share	3170.. 26.. 3.
By John Lewin Smith His 5/12 Share	3170.. 26.. 3.

N.B. Goods and Stores Landed at Vizagapatam on her departing from thence to Bengall Viz.t

Tobacco ..... 173 Bales
Ghee ..... 17 Dupper
Mugga Dorkes .. 2 Bales
Mugga Silk .... 4 D.o
Sheathing Boards .. 800
Bottle last Good .... 195 P.o
Damaged 54 P.o 2 54 Pieces
Muskets 10
Gun Powder ..... 19 Bandlo Little

wanting

Brass Compass 1
Europe Long Lines .. 2
D.o Hand D.o 1
D.o Deep sea D.o 1
Frizalls about 500 or 600 Brooke & dittoe

Pagodas ..... 7609 20.. 34

Cuddalore 25.th April 1765
Errors Excepted
W.m J. Le: Smith

Owners of the Ship

To John Calland His 1st Share	330	24	6½
To William Pinney His 2d Share	827	2	7½
To John Lewin Smith His 3d Share	827	2	7½
Pagodas	1984	10	22

Cuddalore 25th April 1765

Excepted

...Neptune to Muggy

By Account Sales of the Goods & Stores Landed at Vizagapatam Sold at Sundry Places Viz.t

Sold at Vizagapatam

Tobacco	173 Bales	66	18. 20	@ 22 Wt. ₱ Candy	1438. - -
Ghee	17 Duppers	3.	4. 18	@ 70 ₱ Ditto	225. 15. -
					1663. 15. -
				@ 250 ₱ ₱	475. 17. 20
Gun Powder	19 Barralls				102. 10. 16
Brass Compass	1				2. 18. -
Europe Long Line	2				1. 21. -
Ditto Hand	Do. 1				- 16. -
Ditto Deep Sea	Do. 1				- 12. -
Muskets	10				22. 36. -
Sheathing Boards	800			@ P 32 ₱ ₱	184. - -
					790. 13. 36

Sold at Madras

Muggadilk	4 Bales	No. 5	8½	@ Maund	409. 29. 32
Ditto Drobs	2 do	Large 3	8½	@ 12 ₱ Corge	172. 4. 16.
Flowerd Muslins	45 pc.			@ P 30 ₱ pc.	77. 6. -
	209 pc.			@ 25 pc. ₱ Corge	261. 10. 10
					338. 16. 10
					1221. 8. 8.

Deduct Charges

Freight for 9 Bales from Vizagapatam	18. - -	
Gunnys &c.a	3. - -	
8 Empty Duppers	4. - -	
	55 12 @ 250 ₱ ₱	15. 29. -
Paid to Boat Man for a Letter to Capt.n Freeman		24. -
Boat and Cooley hire on 9 Bales		39. -
Sea Custom on the flowerd Muslins	9. 5. -	26. 23. -
		1194. 27. 8
Pagodas		1984. 10. 22

John Lewin Smith Esq.r

To Cash Pags. paid for Hire	2150 26 2		By Sundry Shares the Sales of the Goods and Slaves Landed at Mng.		527 2 75
Interest Commission paid to Gratification	70 — —		By Due from the Insurers Viz.t		
Expences Mng. & Pay Court			Gain 11	1000 — —	
To Allow Governors Servants	27 — —		Deduct 10 P Cent. on the Valuation of the Insurance Bond	100 — —	900 — —
Do. Do.	105 — —		Governors Dues	500 — —	
			Deduct 10 P Cent. P.r Do.	50 — —	450 — — 1350 — —
			By Ragna Depos. Respondentia Bonds.		500 — —
					2677 2 75
			By Neat Loss		598 23 12
Pagodas	3275 26 2		Pagodas		3275 26 2

Cuddalore 25.th April 1765

Errors Excepted

J.n L. Smith

Place and Destitute of Cash

Sam Sirs

your Most humble Servant

Tho. Freeman

aragapatam
gust the 2. 1764

Mr Heath would Sam put me out of Conceit by telling Me he knows her to be Old and Rotten but I Assure you I'm Still Always Content to venture her as Long as she will Keep above water or you will Content your Goods in her

ayors Court at
adraspatnam

Tuesday the 12th day of Novemba
Anno Domini 1765

Present

Mr Peter Manville Senior Alderman
John Debonaire — Edward Raddon
& Reynolds Adams — Aldermen

Between John Lewin Smith
of Madras Merchant Complainant
and Gooll Surwardy also of the same
Place Merchant Defendant

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on reading the Complainants Bill the Defendants Answer, The Replication, with the Declaration of Thomas Freeman annexed The Rejoinder, the Evidence and

was made acquainted by the Complainant with the Reasons for Altering the Distination of the Voyage of the Ship Neptune and did Consent and Agree to suffer his Respondt to Continue on Board notwithstanding the Alteration of the Voyage 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 Amount of the Sum insured by him that the Defendant shall be Allowed an Average on the Goods that were Landed in Proportion as the Amount of the said Goods bears to the whole Amount of the Ship and Cargo as valued in the Account produced by the Complainant and that each party shall pay his own Costs

Att Court

Rec.d & fild 3.d Dec.r 1765

To the Honble the Mayors
Court at Madraspatnam

John Lewin Smith Complt
Gooll Surwardy Deft

The Humble Petition of the Complainant
John Lewin Smith

Sheweth

That the abovementioned Cause came on to be heard the Twelfth day of November last before this Honorable Court when this Honorable Court were pleased to determine the same in manner following that is to say that as appeared the Defendant was made acquainted by the Complainant with the reason for altering the Distination of the Voyage of the Ship Neptune by which he did Consent and Agree to suffer his Respondt to Continue on board notwithstanding the Alteration of the Voyage this Honorable Court therefore were of Opinion that the Defendant should pay unto the Complainant the amount of the Sum insured by him and the Defendant to be Allowed an Average of the Goods so Land in proportion to the amount of the Goods bore to the whole amount of the Ship and Cargo as valued in the Account produced by the Complainant and each party to pay his own Costs

a erroneous and unjust Sum for your Petitioner to stand and abide by for your Petitioner humbly Conceives that he is justly Entitled to the Interest arising on the Sum Subscribed by the Defendant in the Policy of Insurance the which this Honorable Courts Decree omitts to mention and to the Court thought proper to decide the Costs between Your Petitioner and the Defendant to be born equally Your Petitioner thinks himself agrieved thereat as your Petitioner was under the Necessity of first Proving the Validity of the Writing by the Defendant Subscribed for all which Reasons

Your Petitioner most humbly prays this Honorable Court to take the merits of your Petitioners Case into Consideration and that such Cause may be shewn and the matters by which your Petitioner thinks himself aggrieved be recalled and annulled

And your Petitioner shall Ever Pray

Chas Bromley

Mayors Court at Madraspatnam

Present

Tuesday the 10th day of December Anno Domini 1765

Mr. Peter Marsille Senior Alderman
John Debonair — Thomas Powney
Edward Raddon — Reynold Alexr
Arthur Cumberl — Alderman

and Gocall Seriady also of the same place Merchant Defendant

This Cause coming on to be Reheard and Debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill, The Defendants Answer The Replication with a Declaration of Thomas Freeman annexed The Rejoinder The Interrogatories and Depositions on the part of the Complainant Two Exhibits on the part of the Complainant On hearing the Pleadings made use of by the Attornies and on due consideration had thereon

It appearing to the Court that the Defendant was made acquainted by the Complainant with the Reasons for Altering the Destination of the Voyage of the Ship Neptune and did consent and Agree to Suffer his Cargoe to Continue on Board notwithstanding the Alteration of the Voyage 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 Amount of the Sum Insured by him, That the Defendant shall be allowed an Average on the Goods that were Landed in proportion as the amount of the said Goods bears to the whole amount of the Ship and cargo as valued in the Account produced by the Complainant That the Complainant shall be allowed Interest on the sum decreed and the Defendant Interest on his proportion of the Salvage to Commence six Month after the Arrival of the News of the Loss of the Vessell and that each party shall pay his own Costs

By Court

Filed 19th Augt 1765
Read 20th do 1765

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator John Swinton Smith of Fort Saint David Esqr by his Attorney Claud Russell of Fort Saint George Esqr That Annapilly of Madras Merchant Stands indebted unto your Orator in the Sum of five hundred forty Eight Pagodas twenty three Fanams and fifty five Cash as

appear by the Accompt Current herein annexed for the inspection of this Honble Court which said Sum after the rate of Eight Shillings pr every Pagoda will amount to ninety nine Pounds nine Shillings and upwards of Sterling money of Great Britain And your Orator further sheweth that sometime in the Month of June in the year one thousand Seven hundred and Sixty four the said Amenjaboy did leave in your Orators hand a parcell containing nine Rubies as the said Amenjaboy said to the amount of Ten Pagodas of Silver which parcell the said Amenjaboys share was three quarters and the other Quarter the property of David Cabon of Masulipatnam Merchant such Parcell of Rubies under the seal of the said Amenjaboy was left in your Orator hands in part Security of Your Orator Dealing with these Conditions that on the said Duraut Cawns Return to Madras, which would be in ten days from the date of the Receipt given by your Orator unto the said Amenjaboy for such parcell of Rubies the seal on the said Parcell of Rubies to be broke and the Rubies to be disposed of Duraut Cawns share to be paid to him and the said Amenjaboys three Quarters to be applyed towards discharging Your Orators Demand on the said Amenjaboy which Receipt under your Orators hand bearing date the second of June One thousand Seven hundred and Sixty four ready to be produced to this Honble Court will more fully apply appear And your Orator further sheweth that he hath frequently and in an amicable manner requested the said Amenjaboy to take back his parcell of Rubies so deposited in your Orators hands or permit Your Orator to dispose of the same towards the discharging of your Orators Demand

But now so it is and may it please this Honble Court the said Amenjaboy obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the premises your Orator therefore prays that the said Amenjaboy may receive back his Parcell of Rubies delivered to your Orator as aforementioned and pay unto your Orator all such sums of Money as are due and owing unto your Orator to enable your Orator to discharge

discharged by the said Amenjaboy To the End therefore that the said Amenjaboy may upon his Corporal Oath, set forth whether not deliver such Parcell as Rubies or what other Stones And whether the said Amenjaboy is the sole Proprietor or jointly concerned with any other person in such parcell delivered to your Orator And whether there is or ever was any such person living as Duraut Cawn and residing at Masulipatnam And whether such person ever came to Madras since the second of June One thousand Seven hundred and Sixty four or Whether such person hath not by Writing or otherwise Relinquished his Pretensions to the Parcell aforementioned And whether your Orator or since person for him have not applied to the said Amenjaboy for Payment And that the said Amenjaboy may particularly set forth all and every the matters and things herein before alledged and be decreed to pay unto your Orator the aforesaid Sum of two hundred Forty Eight Pagodas twenty three Fanams and fifty five 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 Amenjaboy to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districk 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 by such Order and Decree therein as to this Honorable Court shall seem Meet

Chas. Bromley
Attorney for the Complainant

17th August 1765
This Bill was shewn me
between the days of Adjournment
the Mayor being interested
Let a Summons Issue

Peter Mariette
Senior Alderman

Mayors Court at Madraspatnam

Tuesday the 19th day of November Anno Domini 1765

Present

Mr. Peter Marielle Senior Alderman
John Debonnaire — Edward Raddon
& Arthur Cuthbert — Aldermen

Mayors Court

Between John Swinton Smith of Fort Saint David Esquire by his Attorney Claud Russell of Fort Saint George Esquire Complainant and Ameniya Boy of Madras Merchant Defendant

It appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complts Bill, but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of Two Hundred and forty eight Pagodas twenty three fanams and fifty five Cash Pagodas 248.23.55. together with such Interest as now is or shall become due thereon until full Payment is made also all Costs of this Suit

By Court

Filed the 13th July

To the Honorable the Mayors Court at Madraspatnam

Humble Complaining

Unto Your Grator Dirck Buys of Negapatnam Merchant on Account of himself and the Trustees of the Orphan house at Negapatnam by their Attornies John Philip Fabricius and Christian Breithaupt of Tepany Clerks that John Christian Van Teylingen late of Negapatnam but at present of Fort Saint George Esquire stands endebted unto your Grator and the said Trustees in the Sum of two thousand old Negapatnam Pagodas being so much borrowed and received by the said John Christian Van Teylingen of the Treasury belonging to the Orphan house at Negapatnam which said Sum producing the same three thousand nine hundred and fifty Pagodas after the rate of Eight Shillings every Pagoda will amount to Seven hundred and Eighty Pounds of Sterling Money of Great Britain And Whereas your Grator hath frequently and in an amicable Manner requested Payment by your Grators Attornies aforementioned:—

But now so it is and may it please this Honorable Court the said John Christian Van Teylingen (slighting ly and wilfully) refuses to give your Grator any Manner of Satisfaction touching the Premises Your Grator pray all proper Relief such as this Honorable Court shall appear agreeable to Equity and good conscience To the End therefore that the said John Christian Van Teylingen 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 be directed to pay unto your Grator the aforesaid Sum of One thousand Nine hundred and fifty Pagodas 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 John Christian Van Teylingen to be Summoned and required by the Sheriff of Fort Saint George to appear and answer the Premises and to stand to and abide such Order and Decree therein as to this Honorable Court shall seem Meet—

and place to be by this Honorable Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet—

Chas. Bromley
Attorney for the Complainants

13th July 1765
This Bill was shewn me between the days of Adjournment Sola
Summons Issue

Claud Russell
Mayor

Read and filed
28th Sept. 1765

The Answer of John Christian Van Teylingen late of Negapatnam but at present of Fort Saint George Esquire Defendant to the Bill of Complaint of Dirck Buys & Trustees of Negapatnam Merchant by their Attornies John Philip Fabricius and John Christian Breithaupt of Tepany Clerks Complainants

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 unto the imperfections and insufficiencies in the Complainants said Bill contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially concern him to make Answer unto—

He this Defendant Answereth and saith that the Bond is very Just and he is not unwilling to pay it But humbly begs the Consideration of this Honorable Court that as the Mayors Court at Negapatam have seized on this Defendants Effects and do several Houses with above Forty Slaves, All amounting a Considerable Value that therefore the Complainant should first make his Just Demand of the said Mayors Court at Negapatam before he could expect Redress here And further this Defendant humbly

hard Case, that it is very hard he should be debard of having his Effects delivered up to him, and Still be obliged to pay what he owes, But if this should not be Sufficiency to satisfy the said Bond, in the • Mayors Court at • Nagapatam He this Defendant is willing to pay unto the Complainant Any Deficiency that may be wanting ... —

All which matters and things this Defendant is Ready to aver Maintain and prove as this Honorable Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf • Most wrongfully Sustained ... —

James Hathaway
• Attorney for the Defendant

Fort St George 23 September 1765

This being Sworn to me between the Hours of • 9 & 10 in the forenoon was Sworn to before • Me ... —

Lloyd Russell
• Mayor

Mayor's Court at Madraspatnam

Tuesday the 19th day of • November • Anno Domine 1765

Present

Mr Peter • Marriette Senior • Alderman
John Dibonaire — Edward Raddon
& Arthur Cuthbert — Aldermen

Between Nick: Bize of Nagapatnam • Merchant in Behalf of himself and the Trustees of the Orphan house at • Nagapatnam by their Attorney John Philip Fabricius and John Christian Breithaupt of Nagapatnam Merchants Complainant and John Christian Breithaupt Complainant at the last Court of Mayors Court at Madraspatnam

the Defendants • Answer, on hearing the Readings made use of by the Attornies and on due Consideration had thereon, The Defendant having acknowledged the justness of the Complainants Demand and not having give any Sufficient Reason for Refusing payment thereof This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One thousand Nine Hundred and fifty Pagodas Pagodas 1950 — with unto together with such Interest as now is or shall hereafter become due thereon untill full Payment is • Made also all Costs of this Suit ... —

Fiat

Filed 19th Nov
Read the 26th D° } 1765

To the Honorable the Mayors Court at • Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Edmund Pascall of Fort Saint George Esquire that One Mootiah late of • Madras but at present an Inhabitant of Pondichenry • Mootiah late of • Madras but at present an Inhabitant of Pondichenry stands indebted unto Your Orator in the Sum of Two Hundred Pagodas which Sum after the rate of Eight Shillings for every Pagodas will amount to Eighty Pounds of Sterling money of Great Britain upon an • Agreement bearing date the Thirty the day of April in the Year One Thousand Seven hundred and Sixty five by which Agreement the said • Mootiah procured Your Orator to stand as a Security for the payment of the said Sum unto one Allatoor Arisapilla of Chenglepet Inhabitant upon his Bond or Writing Obligatory bearing date the Nineteenth day of • March One thousand Seven Hundred and Sixty five and payable in four • Months from the date thereof Your Orator further sheweth that the said Allatoor Arisapilla hath absconded himself without ever Discharging the said Bond, and Your Orator further sheweth that he hath frequently and in an amicable • Manner requested Payment of the said • Mootiah ... —

But now so it is and may it please this Honorable Court the said • Mootiah obstinately and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Writ

unto as to this Honorable Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Mostyn 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 be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred Pagodas with all such Interest as now is or shall hereafter grow due thereupon and all Costs of this Suit

May it please this Honorable Court to cause the said Mostyn to be Summoned and Attached by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honorable Court at certain Time and Place to be by this Honorable Court prefixed and appointed there and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

9th November 1765

Chas Bromley
Attorney for the Complainant

This Bill being shewn to the Court on the 9th day of November and the Validity of the Debt sworn to by the Complainant Let a Summons thereupon issue immediately and Warrant of Arrest if pray'd

Chas Russell
Mayor

Mayor's Court at Madraspatnam

L.S.

Tuesday the 26th day of November Anno Domini 1765

Present

Claud Russell Esquire Mayor
Edward Haddon — Reynold Adams
M. Arthur Cuthbert — Aldermen

1756

The Defendant being in Court and acknowledging the justness of the Complainants Demand, This Court doth therefore think fitt to Order Decree and doth accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and just Sum of Two Hundred Pagodas Pagodas 200 — / together with Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Mayor

Filed the 31st May
Read the 5th June 1764

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Jacambaram of Madras Baker That Francisco Xavier of Madras Inhabitant stands indebted unto Your Orator in the Sum of three hundred ninety three Pagodas and twenty two fanams as appears by the Account Current hereto annext for the inspection of this Honorable Court for that Whereas the said Francisco Xavier as Baker and Servant of George Pigot Esquire Late Governor of Fort Saint George employed Your Orator as Baker to the said George Pigot and his Family and as such served him the said Capacity of a Baker for a Considerable time and for the Services him Your Orator in his aforementioned Capacity was always paid at Commander by the said Francisco Xavier on Account of the said George Pigot and Your Orator further saith that some time before the departure the said George Pigot for England he applied to the said Francisco Xavier to settle his Accounts and discharge the Ballance of the same who promised that he would but not till the Departure of the Ship that was to carry the said George Pigot as he the said Francisco Xavier was then very busy in Packing up such things as would be necessary for the Voyage upon the Promise beforementioned and the repeated Assurances of the said Francisco Xavier Since the Departure of the said George Pigot Your Orator waited [illegible] for the [them] Present time which said Sum of three hundred ninety three Pagodas twenty two fanams after the rate of Eight Shillings for every

will amount to one hundred and fifty seven Mercals Eight Allowances and
an account to one hundred and fifty seven Mercals Eight Allowances and
Expence of Shelling twenty Pounds of Indian Corn Delivered Your Order
for Twenty one Mercals of Wheat which Sum I Humbly Request may be
paid to Francisco Xavier.

But now it is not my intention to
Remain Silent any longer upon this Subject, but Humbly beg
Permission to Represent to Your Lordship the Grounds for
my Just Complaint in this Affair, which are as follows, Viz.
Your Lordship was pleased to Direct the Gentlemen of Council to
Examine into my Accounts, which they have accordingly done
and Reported to Your Lordship that I was Indebted to the
Honble Company the Ballance of Eighty Mercals Eight Allowances
as Appears by the Annexed Account Current, Which Report
was Confirmed by Your Lordship and Ordered me to Discharge
the same, which I have Punctually done, and Delivered the
Receipts to the Secretary's Office, Your Lordship was then
pleased to Order me to Deliver up my Accounts, which I
have done, and Expected that I should have been Discharged
from the Service, but Instead of that I am Ordered to
Remain in the Service as Before, I Humbly Request Your
Lordship will be pleased to Order the Secretary to Deliver me
my Accounts, that I may Know what I am Indebted to the
Honble Company, and Discharge the same, and Remain
Your Lordships Most Humble Servant

Francisco Xavier

Fort Saint George 30th May 1764

Errors Excepted

Francisco Xavier on Account of George Pigot Esqr

830	13	Loaves of bread baked from Sept.r 5.th 1760 to 1763 at 18 Loaves to a Mercal	46	15/16	
38.	Maund 28 Pound of biscuit at 4. Mercals p Maund		155	1/2	
1200	5/16	Mercals of Fine flower delivered at this day from September 1760 at 2 Ditto p one. Mercal of Flower	2102	5/8	
2	1/2	Ditto of Coarse Ditto delivered to this time from Sept.r 1760 at 3/4 Ditto p Mercal	3	1/4	
1890		Loaves of Bread baked at 18 Loaves p. Mercal	105		
40	3/4	Fine flower at 2. Mercals of Wheat for one. Mercal of Flower	81	1/2	
		Mercals Wheat	1365	7/8	

1760 Aug.st	31.st	By Ballance of last Account in Wheat	462	5/16	
1763 Sept.r	30.th	By Wheat Received at this day from September 1760 at Different times and in different Qualities and Quantities as p Particulars	6434	3/4	
Oct.r		By Wheat Received	320		
Nov.r		By Ditto Ditto	68		
		By Ballance	80	15/16	
		Mercals Wheat	1365	7/8	

Fort Saint George 30th May 1764

Errors Excepted

Per Contra

Dr. Francisco Xavier:

							Augsburg Cur
1760							
August	31st	To Ballance of the Last Account settle this Day					39.36.10
September	30th	To 115 ℔ Mercelle of Wheat backed this Month at 12 fol. p Mercel					5.28.10
October	31st	To 122 3/4	Ditto	Ditto	Ditto	at 12 fol. Ditto	5.34.10
November	30th	To 114 3/8	Ditto	Ditto	Ditto	at Ditto	5.12.20
December	31st	To 119 3/8	Ditto	Ditto	Ditto	Ditto	5.29.60
1761							
January	31st	To F 111 9/16	Ditto	Ditto	Ditto	at 12 Ditto p de	5.5.10
February	28th	To 94	do	do	do	Ditto	8.12.
March	31st	To 169 3/8	do	do	do	do	8.2.20
April	30th	To 99 5/8	do	do	do	do	8.19.20
May	31st	To 191	do	do	do	do	9.10.
June	30th	To 200	do	do	do	do	9.22.20
July	31st	To 183 3/8	do	do	do	do	8.31.10
August	31st	To 186 3/8	do	do	do	do	8.36.10
September	30th	To 191	do	do	do	do	9.12.
October	31st	To 143 3/8	do	do	do	do	6.35.60
November	30th	To 115 3/8	do	do	do	do	5.21.10
December	31st	To 119 3/8	do	do	do	do	5.28.10
1762							
January	31st	To 149 7/16	do	do	do	do	7.11.70
February	28th	To 201 3/8	do	do	do	do	9.28.60
March	31st	To 198	do	do	do	do	9.10.
April	30th	To 116 3/8	do	do	do	do 5.23.	
	1st	To 26	do	Ditto	Ditto	at 12 Ditto p de 2.2.20	2.4.
May	31st	To 94	Ditto	Ditto	Ditto	at 2 p Ditto	3.22.10
June	30th	To 83 6/8	do	do	do	do	3.11.10
July	31st	To 101 3/8	do	do	do	do	4.14.50
August	31st	To 86	do	do	do	do	4.4.
September	30th	To 98	do	do	do	do	3.23.
October	31st	To 82 3/8	do	do	do	do	4.6
November	30th	To 91	do	do	do	do 3.19.	
	1st	To 129 1/2	do	do	Ditto	at 12 Ditto 12.26.	16.11.
December	31st	To 92 5/16	do	do	Ditto	at 12 Ditto p de	3.24.50

Cr. on Account George Pigot Esqr

			Augsburg Cur
1760			
September	10th	By Cash	10..
October	15th	By Ditto	10..
November	17th	By Ditto	20..
December	26th	By Ditto	5..
1761			
August	11th	By Ditto	20..
1762			
December		By Ditto	5..

Carried Over Pagodas 90..

Read and filed
10th July 1764

To the Honorable the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Yacambram of Madras Baker filed a Bill of Complaint in this Honorable Court on or about the twenty ninth day of May in the Present Year of our Lord one Thousand seven hundred and sixty four against Francisco Xavier of the same place Inhabitant on which Bill of Complaint Your Orator obtained two Summons and the same were Served on the said Francis Xavier who died before he made his appearance to the same having first made his last Will and Testament and therein appointed the Reverend Fre Bernardo and Francisco de Seiqueira Pinto of Madras his Executors who have duly Proved the Same and Obtained a Probate thereof And Whereas Your Orator sheweth that the Suit against Francisco Xavier by Reason of his death is abated To the End therefore that the said Fre Bernardo and Francisco de Seiqueira Pinto may Show cause if they 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 Francisco Xavier and that the same may stand Revived accordingly and to that End may it please this Honorable Court to grant unto Your Orator a Summons to Issue to be directed to the said Fre Bernardo and Francisco de Seiqueira Pinto thereby commanding him at certain day therein to be limitted to be and appear before this Honorable Court and there to shew Cause why the Said between Yacambram and Francisco Xavier should not be Revived and further to Said to and abide such Order and Decree as to this Honorable Court Shall seem Meet.

Chas Bromley
Attorney for the Complainant

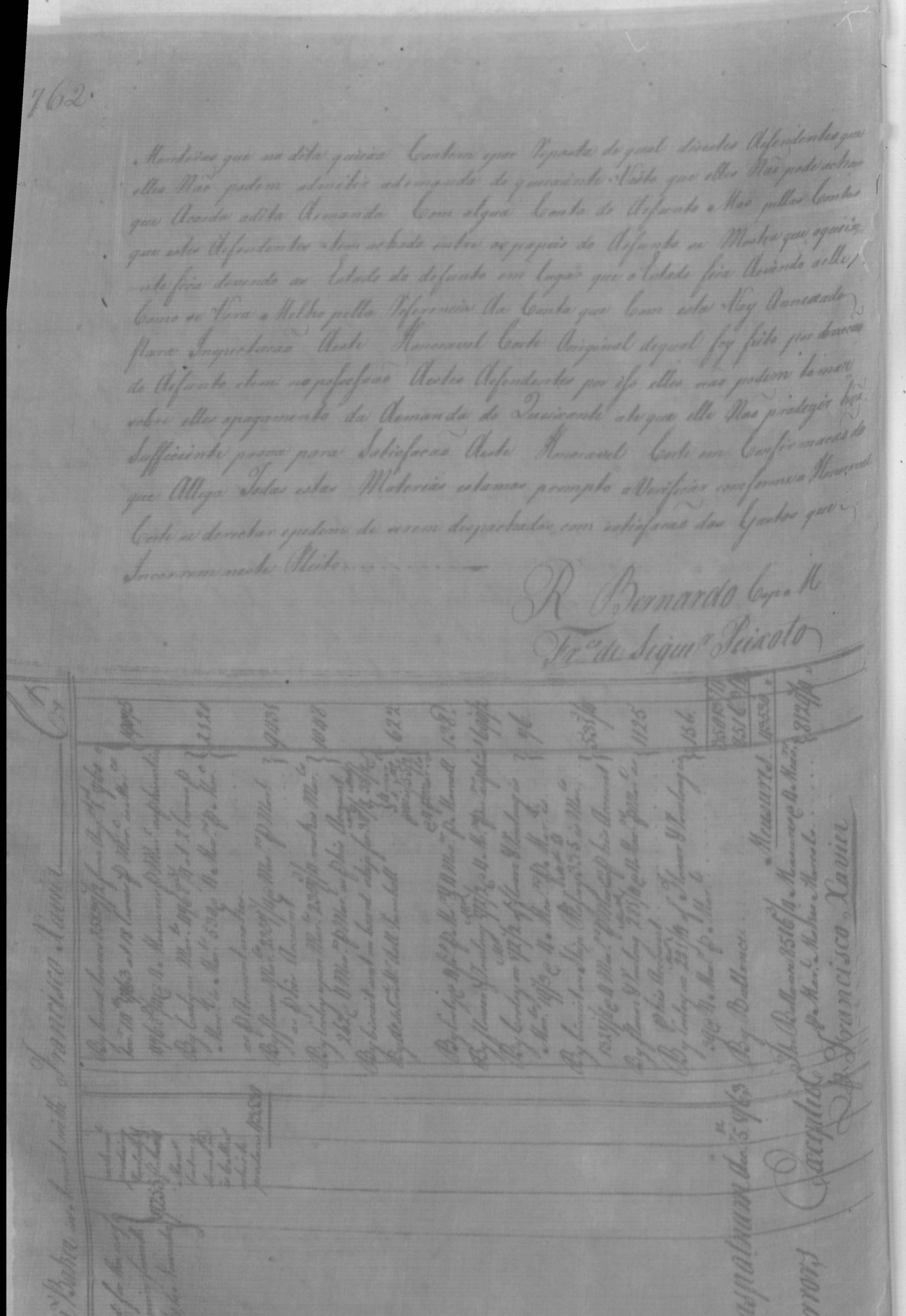
Issue in Cur
28th Augt 1764

A Repasta do R.do Padre Frey Bernardo e Francisco de Sequeira Pinto Testamentarios do Estado do Defunto Francisco Xavier e Punica de Yacambram

Estes Defendentes agora por todo tempo Salvando e Reservando a elles

Mandarão que na dita quitação Contasse que Reparte do genl direitos Defendentes que
elles Reos podessem alcançar adevogado do querelante Visto que elles Reos pedirão outrosim
que Acordo edita Armando Com alguã Custa de Defunto e Reos pellas Contas
que estes Defendentes tem recebido contra os proprios do Defunto ou Mostra que aquiesce
satisfeita tirando os Estado do defunto em tempo que o Estado fosse devendo elles
Como se Vera e Melhor pella Referencia da Conta que Corre entre Nos Armando
plano Inquestuosa Autos Honorauel Corte Original do qual foy feito por Reos
do Defunto tirou na profissão Autos Defendentes por ifs elles nos podem lo mayor
sobre elles apagamento do Armando do Querelante alegou elles Reos privilegio hua
Sufficiente prova para Satisfação Autos Honorauel Corte em Confirmação do
que Allega Todas estas Materias estamos prompto a Verificar conforme Honorauel
Corte se dignar Mandar Espedimos de Vossa despachados com satisfação das Custas que
Incorrerem nesta Sidade

R Bernardo Capm M
Fr.co de Siqueira Peixoto



763

Dr. Ditto Ditto Cr.

1763 Nov.r 5	To Notes of hand for money advanced him Cap.a	130	By Ballance Acct	Pagodas 130

Madraspatam Dec.r 5. 1763
Fr.co Xavier

Read and filed
28.th August 1764

The Answer of the Rev.d Jos. Bernardo and Francisco de Siqueira Peixoto Executors to the Estate of Francisco Xavier deceased Defendants to the Bill of Complaint of Jacambanen

These defendants now and at all times hereafter saving and reserving to themselves all and all Manner of Benifit and Advantage of Exception to the many Errors uncertainties and insufficiencies in the said Bill Contained and for Answer thereunto or unto so much as these Defendants are advised is Material for them to make answer unto these Defendants Answer and Say that they Cannot admit of the Complainants Demand as they cannot find that it agrees with any Account of the deceased for By an Account which these defendants have found amongst the Deceased papers it appears that the Complainant is Indebted to the Estate of the deceased Instead of the Estate being Indebted to him as will appear upon Reference to the account for the Inspection of this Honorable Court herewith annexed the original whereof Account and at the desire of these Defendants professions these Defendants therefore cannot admit upon them the payment of the Complainants Demand until he produces sufficient proof to the Satisfaction of this Honorable Court of the equity of his Demand which Matters and things these Defendants are Ready to aver Maintain and prove as this Honorable Court shall direct and Humbly pray to be hence dismissed with their Reasonable Costs and Charges in this behalf most Wrongfully Sustained

Jackvale Salmon
Attorney for the Defendant

Read and Filed
22d Decr 1764

The Replication of Frederick Motteux Baker to the Answer of Joseph Bernardo and Francisco de Siqueira Cruz Executors to the Estate of Francisco Xavier deceased

The Replicant now and at all times hereafter saving and reserving to himself all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the said Answer Contained for Replication thereunto saith that the deceased Francisco Xavier only Charged Seven Thousand two hundred and fifty four Measures of Wheat in any of the Charges for the deceased in his life time delivered to this Replicant whereas Six hundred eighty five Measures and one sixteenth exclusive the Rebate of four hundred sixty two Measures five sixteenths and that they Settled their Accounts the thirty first day of August one thousand seven hundred and sixty three and the deceased was found indebted to this Replicant in the Sum of Seventy nine Pagodas thirty six fanams and two Cash as is stated in Account Current annexed to his Bill of Complaint and Received of the deceased the Sum of seventy Pagodas in part payment thereof and with Regard to the Sum of one hundred and thirty Pagodas this Replicant saith the same is eighty Pagodas from Madras Conveyance Mr Pigot Conveyed and Received from the deceased Francisco Xavier in his life time on Account of Bread as is stated in the Account Current aforementioned and this Replicant saith that he Settled Accounts with the deceased Francisco Xavier in his life time on the thirtieth September one thousand seven hundred and sixty eight and at another time on the thirty first August one thousand seven hundred and sixty as hereinbefore mentioned

And this Replicant further saith that the deceased in his Account Sixty three thousand five hundred and thirty Measures of Rice flower as the Production of seven thousand two hundred and Measures of Wheat delivered this Replicant after the Rate of six Measures from every Measure of Wheat the same is wrong and very Unreasonably Charged for this Replicant saith it hath always been the Custom of the Gentlemen of this Coast that for every Measures of Wheat

with the late Governor of this Place and is the same with the present Governor Robert Palk Esquire and many other of the Gentlemen of this Place, and that it is a further Custom to give eighteen Loaves of Bread as the Production of a Measure of Wheat and he this Replicant always receives two fanams for the Cooley and in case two fanams is not given for the Cooley than seventeen Loaves of Bread is given to those that gives Wheat to this Replicant as their Baker

And this Replicant further saith that there was no Wheat received and Bread given in Returns but what was daily set down by this Replicant and the deceased Francisco Xavier in his life time and of this matter the Servants of the deceased are well acquainted and indeed the deceased in his life time always received the Bread in Returns for the Wheat agreeable to the Charge that this Replicant hath made in the Account Current Annexed to his Bill of Complaint and the such Account so made up was delivered in his life time to the deceased before George Pigot Esquire went to England but never could get the deceased to adjust such Accounts. Always making Payment by some frivolous Pretext or another and endeavouring to get a further Credit of this Replicant but as this Replicant would not give Credit to the said deceased Francisco Xavier he thought proper to advance the sum of one hundred and thirty Pagodas on the Memorial already Related and Promised to pay the Remainder when Mr Pigot was gone

And this Replicant further saith that he can make it appear and indeed hath already done so by the Account of Wheat delivered to this Replicant even the Account Credited this Replicant by the deceased for Bread Received and which is annexed to his Answer is after the Rate of four Measures for every Measure certainty the deceased ought not to have charged six Measures for every Measure that he delivered to this Replicant neither ought it to be allowed for it plainly appears that by the Defendants Account this Replicant always delivered Bread agreeable to four Measures of Flower the production of Eight Measures of Wheat, as if there had been any Objection the time to have determined upon would been the time that such Accounts were by this Replicant delivered in to the deceased, and further that as the Defendant received the Bread after the Manner Related in the Credit side of the Account Current the same is a sort Confession of the Justness of this Replicants demand Therefore the massive Plea made use of by the Defendants from paying this Replicants demands is entirely without any foundation All which Matters and things this Replicant is ready to Verify Maintain and prove in such manner & form as this

Read and filed
19th February 1765

Rejoinder

of Fra Bernardo de Sinicio
to Sejeira Nicole Executor to the Estate of
Francois Xavier Account to the Replication of
Jeremiah Baker

These Defendants now and at all times hereafter saving
and Reserving to themselves all and all Manner of Benefit of Exception to the
Many errors, uncertainties and imperfections in the said Replication contained for
Rejoinder thereunto with that these Defendants Answer is certain true and
Sufficient in the Law to be Replyed unto and these Defendants are ready as
by their said Answer they have already said, and doe and will ever aver and
prove a Matter therein Contained to be true as the same was therein and thereby
alledged and Expressed

Archdale Palmer
Attorney for the Defendants

Interrogatories

to be Administered to each Witness as shall be Sworn and Examined in and for
the Cause Depending and at Issue in the Honorable the
Mayors Court at Madraspatnam Wherein Jeremiah Baker is Complainant
and Francis Xavier of the same Place Inhabitant is Defendant

On the Part and Behalf of the Complt

Anthony Burnaby Esqr Judge of the Welsh Court

1st Do You know or do You not know the Parties Complainant and Defendant in the Title of these Interrogatories named, if You know them or either and Which of them Declare

2d Do You know or are You acquainted with the Controversy depending between the above parties and are You or are You not acquainted with the Accounts subsisting between the aforesaid Parties, if You are the Accounts Produced to You at the time of Your Examination the same as those now exhibited and if not How You became acquainted with such Controversy & Accounts

and is or is not the same agreable to the daily Accounts given in by the Complainant to the Defendant. And do You know or do You not know Whether any or what Objections were made by the Defendant to the same and Whether at the time of the delivery of the General Account, or at the times of the daily of Bread by the Complainant such Objections were made particularly set forth and Declare to the best of Your Knowledge Remembrance and Belief

Mode Interrogatr 11th Do You know or are You acquainted with the Controversy Depending between the Parties in the Title of these Interrogatories named, and are You or are You not acquainted with any Demand or Demands made on the Defendant by the Complainant on Account of Bread, if Yes what were such Demand or Demands and how were they Complied with and how far You was concerned in the same Particularly Set forth and Declare

Chas Bramley
Attorney for the Complainant

Dr Francisco Xavier in Account of George Pigot Esqr Cr

1763 Sept 30	To 830043 loaves of bread baked from 1st 1760 to 1763 at 18 loaves to a Morcal	46	5/18	"	1762 Sept 30	By Ballance of last Account in your hand	462	5/18	"
	To 38 Maund 25 pound of biscuit at 12 Morcals p Maund	155	1/2	"	1762 Sept 30	By Wheat received on bill this day from Sept 1760 at different times and in different Qualities and Quantities as p Particulars	6150	"	2/9
	To 120 11/16 Morcals of fine flower delivered on bill this day from Sept 1760 to Sept 1763 as p one Morcal of Flower	240	7/8	"		By Wheat Received	332	"	"
	To 22 seers of Coarse Ale delivered to the time from September 1760 at 3/4	2	1/4	"		By Ditto Ditto	66	"	"
	Morcal of Morcal						2225	11/16	
Oct 31	To 1890 loaves of Bread baked at 18 loaves p Morcal	105	"	"					
	To 10 3/4 fine flower at 2 Morcals of Wheat for one Morcal of Flower	21	1/2	"		By Ballance	80	15/16	"
	Morcal Wheat	1386	7/8	"		Morcal Wheat	1386	7/8	"

This Paper Writing was shewn to Anthony Burnaby Esqr Judge and Settled at the time of their Examination before me in a cause Depending in the Mayors Court at Madraspatnam wherein Jeremiah Baker is Complainant and Francis Xavier formerly Inhabitant of the same Place is Defendant this 4th Day of September 1765

1768

Dr

Francisco Xavier

1762	Jan	22	To Ballance of the last Account Settled this day			50	26 00
Jan		22	To Hire on 115 1/2 Morcalls of Wheat Carried this Month into Land at 2 fs p Morcal			5	23 20
Feb		28	To Hire on 123 1/2 Morcalls of ditto Month at 2 fs p Morcals			5	29 40
Mar		31	To Ditto on 112 1/2	do	of do	do at 2 fs p Morcals	5	18 20
Apr		30	To Ditto on 114 1/2	do	of do	do at 2 fs p Morcals	5	19 60
May		31	To Ditto on 114 1/2	do	of do	do at 2 fs p Ditto	5	22 80
June		30	To Ditto on 114 5/16	do	of do	do at 2 fs p do	5	22 85
July		31	To Ditto on 94	do	of do	do at 2 fs p do	4	14 00
Aug		31	To Ditto on 164 1/2	do	of do	do at 2 fs p do	8	19 20
Sept		30	To Ditto on 97 3/8	do	of do	do at 2 fs p do	4	17 40
Oct		31	To Ditto on 98	do	of do	do at 2 fs p do	4	22 80
Nov		30	To Ditto on 200	do	of do	do at 2 fs p do	8	00 00
Dec		31	To Ditto on 185 1/2	do	of do	do at 2 fs p do	8	23 40
1763								
Jan		31	To Ditto on 186 3/4	do	of do	do at 2 fs p do	9	00 00
Feb		28	To Ditto on 198	do	of do	do at 2 fs p do	9	21 60
Mar		31	To Ditto on 145 1/2	do	of do	do at 2 fs p Ditto	5	23 20
Apr		30	To Ditto on 115 3/8	do	of do	do at 2 fs p do	4	19 20
May		31	To Ditto on 119 3/8	do	of do	do at 2 fs p do	4	22 80
June		30	To Ditto on 199 5/16	do	of do	do at 2 fs p do	9	00 00
July		31	To Ditto on 201 3/8	do	of do	do at 2 fs p do	9	19 20
Aug		31	To Ditto on 198	do	of do	do at 2 fs p do	9	22 80
Sept		30	To Ditto on 16 1/2	do	of do	do at 2 do do	5	23 40
Oct		31	To Ditto on 26	do	of do	Baked this Month into Cutcha at 8 fs p Morcal	2	28 00
						Carried this Ditto into Land at 2 fs p Morcal		8 00
May		28	To Hire on 78 Morcalls of Wheat Carried this Month into Land at 2 fs p Morcal					3 20 00
June		30	To Hire on 83 1/2 Morcalls of ditto Month at 2 fs p Morcal					3 40 00
July		31	To Ditto on 101 3/8	do	of do	do at 2 fs p do		4 05 20
Aug		31	To Ditto on 26	do	of do	do at 2 fs p Ditto		2 08 00
Sept		30	To Ditto on 77	do	of do	do at 2 fs p do		6 16 00
Oct		31	To Ditto on 82 5/8	do	of do	do at 2 fs p do		3 06 40
Nov		30	To Ditto on 129 1/2	do	of do	Baked this Month into Cutcha at 10 do p do	12	26 00
						Carried this Ditto into Land at 2 do do		5 16 00
							3	19 00
Dec		31	To Ditto on 73 1/16	do	of do	do at 2 do do		4 12 80
1764								
Jan		31	To Ditto on 63 1/2	do	of do	do at 2 do do		4 02 00
Feb		28	To Ditto on 69 7/8	do	of do	do at 2 do do		3 19 60
Mar		31	To Ditto on 78	do	of do	do at 2 do do		4 21 60
Apr		30	To Ditto on 91 7/8	do	of do	do at 2 do do		5 19 20
May		31	To Ditto on 92	do	of do	do at 2 do do		5 22 80
June		30	To Ditto on 103 7/16	do	of do	do at 2 do do		5 23 40
July		31	To Ditto on 102 7/16	do	of do	do at 2 do do		6 00 00
Aug		31	To Ditto on 95 7/16	do	of do	do at 2 do do		5 17 20
Sept		30	To Ditto on 82 7/16	do	of do	do at 2 do do		4 19 20
Oct		31	To Ditto on 105	do	of do	do at 2 do do		5 22 80
Nov		30	To Ditto on 322 Cutcha Commencing from 1st Hire Month and 1/2				25	00
			To 377 do Land Ditto Rented at 15 fs Ley				37	10
			To Ditto on Ditto do 2 do do					3 23 40

1768

On Account of George Pigot Esqr

1760	Sept	10	By Cash	10 00
		10	By Ditto	10 00
	Oct	15	By Ditto	20 00
	Nov	9	By do	5 00
	Dec	26	By do	20 00
1765	Jan	15	By do	5 00
	Aug		By do	130 00
1762	Nov		By do	200 00
		6	By do	367 37
			By Ballance	567 37

This Paper Writing was shewn to Anthony Barnaby Cumbapath, and Ellia
ngahs at the time of their Examination before Mr in a Cause depending in the
Mayors Court at Madrasapatnam, wherein Yacambaram of Madras Bather
Complainant, and Francisco Xavier formerly Inhabitant of the same Pla
Defendant, this 16th day of September Anno Domini 1765

Richard

Mayors Court at
Madraspatnam

Between Yacambram Complainant and
Francisco Xavier Defendant

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

Anthony Burnaby of Madras Writer Aged 58 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 16th day of September 1765 sworn at the Office of Mr James Hathaway Attorney for the Defendant by Canapa who left a Note of the Name, Title, 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 2 or 3 Years and the Defendant he knows 10 or 12 Years or thereabouts ——

2d To the Second Interrogatory this Deponent saith, he knows there is a controversy depending between the above parties, and some accounts subsisting between them that the Accounts now shewn to him, he cannot positively say he has any knowledge of — the Manner that this Deponent became acquainted with such controversy, was by frequently hearing the parties disputing about their accounts and by being employed to write them down in English from the Complainants Cafferie — the Defendant represented that the Complainants account of the 10th of August, was right nor did he deny the Debit Side according to the Complainants Manner of charging, but the Dispute was, Concerning the different allowance Broad, to be made from one Mercall of wheat — for when this Deponent deputed that the Defendant sent for the Complainant about two days before Mr Pigot embarkment, and ordered him to provide certain quantity of Plantains for the Governors, stores on board, the Complainant said he could not without an advance being made him alledging there was along account subsisting between them the Defendant then directed Mootoo Comrapah to pay the Complainant eighty Pagodas — two or three days afterwards the Complainant went again to the Defendant, to demand of him advance, the Defendant told him fifty Pagodas more, for which sum a receipt he does not recollect the Defendant directed this Deponent to draw out under of Hand, to which he Complainant Signed — This Deponent has often heard the Defendant in Dispute with the Defendant on his Godown under the Fort House, when Mr Pigots Son came in her name to the Defendant, desiring he would settle Accounts with the Complainant, and pay him his Ballance the Defendant sent word back that the Complainant having so many Years neglected to settle accounts with him, why should he be in so great a hurry just at, above when Mr Pigot departure left him not a moments leisure, when he was gone he would settle with him — more this Deponent Deposeth not ——

Richard Latham
Examiner

Anthony Burnaby

Mayors Court at
Madraspatnam

Between Yacambram Complainant and
Francisco Xavier Defendant ——

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

Cundapah of Madras Dubash Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 16th day of September 1765 sworn at the Office of Mr James Hathaway Attorney for the Defendant by Canapa who left a Note of the Name Title, 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 10 Years and the Defendant 20 Years or thereabouts ——

2d To the Second Interrogatory this Deponent saith he knows there is a Controversy depending between the above parties and that there are some accounts subsisting between them that the Accounts now shewn to him he is ignorant of being unacquainted with English — the Dispute in the Accounts between the Complainant and Defendant, was upon the Complainants demanding two fanams per cooley allowance on every Mercall of wheat, which the Defendant said was too great a profit, and therefore would not allow it him, but sent this Deponent along with the Complainant to Mootoo Comrapah, and said that in what ever way he should determine the Difference between them, he would abide by it — Mootoo Comrapah told this Deponent he would go himself and speak

1721

Richard Sathom

(Caveator)

Mayors Court at
Madraspatnam

Between Yeramburro Complainant
and Fransois Lowis Defendant

Depositions of Witnesses taken in this Cause, by and before the Commenier in this Court as followeth

Tellisingah of Madras Coomply Aged 30 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant on the 16th day of September 1765 sworne at the Office of Mr Lowis Pallonjy Attorney for the Defendant by Comgra who first Made of the same Oath and Stile of Affirmation 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 8 Years, and the Defendant 5 Years or thereabouts

3d To the third Interrogatory this Deponent saith, the Accounts now produced to him are Copy of the same as were shewn to the Defendant by the Complainant

Sept embarked the Defendant sent to the Complainant to provide some Biscuit and flower for the Governors stores on board, the Complainant went to find as many as what left the Defendant then again sent him this Deponent along with the Complainant to Mr Coomply desiring he would advance the Complainant eighty Pagodas, in the evening the Complainant returned to the Defendant, and said Mr Coomply had not given him the Pagodas the Defendant upon that gave himself to the Complainant fifty Pagodas the next day the Complainant came and acquainted the Defendant, he had received the eighty Pagodas from Mr Coomply whereupon the defendant took a written Agreement from the Complainant, that after the ships were dispatched their Dispute should be settled by four Merchants, to whose award, they were to abide — more this Deponent Deposeth not

Sworn before me

778

he must charge eighteen Loaves for one Merrall, if received in flower, five Measures for every Merrall, and after that rate always to adjust Accounts between the Complainant and him which this Deponent made known to the Complainant, who said in reply, that before the Defendant was Boiler to the Governor it had been always usual to allow him two fanams every three upon every Merrall, and to reckon with him after the rate of four Measures of flower to one Merrall, which Method was now used among the other Gentlemen in Town — this Deponent answered what signifies speaking to me, tell the Defendant so the Complainant said very well, I will — Sometime after the Complainant came to the Defendant and told him he had no wheat or flower left, to make Bread the Defendant said there must be some Ballance of wheat remaining in Your hands, to which the Complainant replyed, that according to his own account, and the Method he used with every other Gentlemen in Town he had worked it all up with Loaves — the Defendant answered the Complainant, if You will speak to the Governor, or bring me Receipts from any of the Gentlemen in town, that if You make them eighteen Loaves from one Merrall of wheat, they allow You two fanams every three, and reckon with You at the rate of four Measures of flower for one Merrall of wheat, I will do the same — the Complainant said You may enquire Yourself if You do not give me wheat I cannot furnish bread and so I will tell the Governor if he should be angry with me for not providing any — This was the Constant Dispute between them till Mr Pigot embarked one day the Defendant told the Complainant in this Deponents presence, that he had one Merrall of wheat Ground down which produced five Measures of flower of the first sort, two Measures of coarse flower, and one Measure of bran — the Complainant said it was by order of Court, four Measures of flower for one Merrall of wheat, if it turns out more, it is my profit — Some few days before Mr Pigot embarked, the Defendant sent for the Complainant to provide some biscuit and flower for the Governors stores on board the Complainant told the Defendant he had not any wheat, and that He the defendant was indebted to him both wheat and money — the Defendant said You must borrow money some where and buy wheat, and get Ready the biscuit and flower necessary, and I will settle with You after the Governor is gone — Upon the Complainants still denying to furnish the Defendant at least advanced him some money, and ordered Mootoo

Comrapah to give him some thing more, nothing in all advance to his Complainant, about One Hundred and Thirty Pagodas, and at the same time desired him to make what Dispatch he could in getting the Second Flower Ready — About one Month after Mr Pybus Superintendant the Complainant Complained to Mr Pelth for this Deponent heard) against the Defendant, who sent his Peon to the Defendant, ordering him to settle accounts and pay the Complainant his money — the Defendant then told this Deponent to bring the Account of what delivered to the Complainant and the quantity of Leaves, flower and Bricoll Received from him — the Complainant at the same time delivered his Account to the Defendant, which the Defendant wrote down, and told the Complainant he would settle with him the next day — How this Deponent Deposeth not —

Richard Latham

(Examined)

Mayors Court at Madraspatnam

Between Jacombrum Complainant and Francisco Xavier Defendant

Depositions of Witnesses taken in this Cause, by and before the Commissioners in this Court as followeth —

Mootoo Comrapah of Madras Cannopply Aged 38 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 16 day of September 1765 sworn at the Office of Mr Thomas Mathews Attorney for the Defendant by Comapa, who left a Mole of the Name, Title 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 10 Years, and the Defendant 16 Years or thereabouts —

9th..... To the ninth Interrogatory this Deponent saith, he is acquainted of contrary dispositions between the Complainant and Defendant, that the Defendant

Accounts with him, or pay him his money upon which this Deponent went with the Complainant to the Defendant, and said to him, if You will not settle Accounts or pay the Complainant his money, how can You expect he should supply You with Bricoll or flower — the Defendant Replyed, the ships being now almost Ready to go away, makes me very busy as soon as she is gone I will settle with the Complainant this Deponent then said, You had better advance the Complainant some money now, and settle Accounts with him afterwards the Defendant thereupon advanced something to the Complainant, and desired this Deponent to pay him eighty Pags. das more, which he did — and the Complainant afterwards as this Deponent heard gave a Note of Hand for the amount of both the sums to the Defendant — more this Deponent Deposeth not

Richard Latham

(Examined)

Mayors Court at Madraspatnam

Between Jacombrum Complainant and Francisco Xavier deceased by his Executors Francisco Bernardo and Francisco de Siqueira Peixoto Defendant —

Depositions of Witnesses taken in this Cause, by and before the Commissioners in this Court as followeth —

Anthony Burnaby of Madras Writer Aged 38 Years or thereabouts, being produced as a Witness on this Cause on the part of the Defendant was on the 26 day of September 1765 sworn at the Offices of Mr Chas Bromley Attorney for the Complainant by Comapa, who left a Mole of the Name, Title 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 for 3 Years, and the Defendant he knows for 12 Years or thereabouts —

2d 2..... To the second Interrogatory this Deponent saith, this Suit arose from the Complainants allowing the Defendant only after the rate of sixteen Leaves of Bricoll out of a Marcall of wheat, exclusive of Cooley three, and eighteen, allowing two Leaves Cooley on every Marcall and upon the Defendants insisting on the full produce

3d ... To the third Interrogatory this Deponent saith, he did draw out the Receipt now shewn to him, at the Request of Francisco Xavier Accused he cannot say himself positively whether it was accounted for on the General Account, or no but has been informed by one of the Executors it was ...

4th ... To the fourth Interrogatory this Deponent saith, he is not acquainted with the Accounts now sent with the Interrogatories, as he was employed by Francis Xavier to make them out they were also copied by this Deponent, at the request of the Defendant Accused who was incapable himself through illness

5th ... To the fifth Interrogatory this Deponent saith, he was employed by the Defendant several times togo to one Mr William Hunt, to intreat with him, that he would prevail upon the Complainant, to settle with the Defendant on any reasonable terms — Mr William Hunt thereupon proposed to the Complainant, to allow after the rate of nineteen Leaves for every Hundred of what the Complainant would not acquiesce thereto, or come to any other accomodation

6th ... To the Sixth Interrogatory this Deponent saith, he does know of a Marcall of what being ground at Francis Xaviers were taken by order of Xavier, with design to find the true Produce of a Marcall of what, and the much the Complainant gained by his allowance on every Marcall

To the seventh Interrogatory this Deponent saith, he knows that most of the Accounts Regarding this Suit, were ever entered in the Books Francis Xavier Accused, or any even or some changed to that head — Francis some days before his death, told this Deponent, that the Complainant was going to file a Bill in Court against him, and being in very ill health said also that Summons is good for his appearance, that in case of his death he this Deponent would assist his Executors to the best of his power for the benefit of the Estate were this Deponent saith he cannot depose or answer to this, and the last Interrogatory more what he has before said in this Deponation for the Complainant. —

Richard Latham

Anthony Bunnaby

(O)

Interrogatories to be Administred to Anthoney Bunnaby whom Sworn and Examined on the Part and behalf of the Defendant in certain Cause wherein Jacambinum is Complainant and Ino Bernardo and Francisco de Siqueira Costa Executors to the Estate of Francisco Xavier Accused are Defendant ...

1st ... Do You know the Parties Complainant and Defendant Accused in this Cause, If You how long have You so known them or either and which of them Declare ...

2d ... Do You knows or do You not know how this Suit arose, If You fully and particularly Declare ...

3d ... Did You or did You not Draw the Receipt now shewn You, If You did the same You Drew and at whose Request did You draw the same was the same accounted for and how and in what Manner or is it still in force, the whole You know fully and truly Declare ...

4th ... Do You knows or do You not know of any Accounts or any other writings Regarding this Suit fully Declare ...

5th ... Was You, or was You not ever employed to endeavour with a Certain Person to settle the Differences in the Suit, if You the whole You know touching this Matter fully and Particularly Declare ...

6th ... Do You know or do You not know of a Marcall of what being Ground, If You where and by whose order was the same Ground and to what end and Purpose what You know Concerning the same fully Declare ...

7th ... Do You know or do You not know if any Accounts Regarding this Suit where brought to Account of a certain Gentlemen and who and where the whole You know fully and truly Declare, and what come over Francis Xavier before his Death might have spoke to You Regarding this Difference truly & without Reserve Declare ...

Last ... Do You know or care You say any other Matter or thing Material for the Defendant in this Cause, If You set forth the same as You know heard or do believe together with the Reason of such Your Knowledge and belief

James Hathaway

Know all Men by these Presents that I Attorney for the Defendant acknowledge to have received from Mr Francis Xavier the Sum of Pagodas one hundred and thirty to provide Bread and Flower for the Honorable George Pigot Promise to settle Account after the Dispatch of the Ship Pilgrim as

178

Dr Jacambram Braid Baker

To Wheat delivered for the use of George Sugat Esquire from the 1st of August 1760 to November the 11th 1763	1255	March.	each March containing Twelve Gon Heaped Measure & March Gon heaped Measure 1255

Madrapatnam Fort St George

Dr Ditto

1763 November	To Mahl of Ino. for Money advanced him	Pagodas 150.	

Cr

in Account With Francis Xavier

By Bread Loaves 858 37/2 from Augst 1st 1760 to Novr 11th 1763 at 18 Loaves p. Mar.l is Marcal 47 68 3/4 @ 4 Measures p. Marl as p this Account is		Measures 190 75
By Cooly on Marl 47 68 3/4 at 2 Loaves p. Marcal is Marl 530 @ 4 Mrs p. Marl as p this Account Makes		21 20
By Flower Marcal 2357 3/4 @ 4 Measures p. Marcal as p this Account		943 4
By Cooley upon Marl 2357 3/4 Makes Marl 262 @ 4 Measures p. Marl as p this accot		1048
By Biscuit sent on board Ships Fox 32 2/8 Mahl, Mahl 38 7/8 @ 4 Measures p. Mahl 155 2/2 @ 4 p. Marl		622
By Ale delivered Mr Aslett Turnball 6/2		
By Cooley @ 4 Seal p. Marl and Measures p. Marcall		198
By Flower and Vaulong 172 2/2 Marl @ 4 Measures p. Marl as p this Account		690 2/2
By Cooley on 172 2/2 Marl of Flower and Vaulong is Marl 19 2/2 @ 4 Measures p. Marl is		76
By Biscuit on Ships Flafery 33. 5. is Marl 132 7/8 Mahl @ 4 Measures p. Marl as p this acct		531 3/4
By flower and Vaulong 285 1/4 Marl @ 4 Measures p. Marl as p this Account		1125.
By Cooley on 285 1/2 Marl of Flower and Vaulong is 39. @ 4 Measures p. Marl		156.
		35013. 1/4
By Ballance		851 6 3/4
	Measures	43530

The Ballance 851 6 3/4 Measures @ 4 Measures p. Marl makes Marl 212 3/4

5th 1763

Excepted

p. Franc.s Xavier

Ditto

By Ballance Pagodas 130.

Decr 5th 1763

This Super Meeting was shewn to Anthony Bonnicky at the time of his Examination before me in a Cause depending in the Mayors Court at Madraspatnam wherein Yarumbeem of Madras Broker is Complainant and Francis Xavier dit Cowley Inhabitant of the Same Place is Defendant, this 20th day of September 1765

Richard Latham
Examiner

Mayors Court at Madraspatnam

Tuesday the 26th day of November Anno Domini 1765

Present

Claud Russell Esquire Mayor
Edward Maddan — Reynold Adams
& Arthur Cuthbert — Aldermen

Mayors Court

Yarumbeem of the Broker Complainant and Francis Xavier of Madras Inhabitant Defendant

This Cause coming on to be heard and debated this day in the Presence of the Complainant and of the Attorney on both sides & Reading the Complainants Bill with the Accounts Covered and the Bill of Answer, The Defendants Answer with the Accounts Covered and sent answered, The Replication, The Rejoinder, The Interrogatories & Depositions on the part of the Complainant with the Accounts Covered

Accounts duly to the Defendant by which the Defendant was made acquainted with the manner in which the Complainant accounted for the Wheat delivered as well as with the Charge of two fanams Cooley for each Morcall, and as the Defendant Continued notwithstanding to employ him, He thereby tacitly allowed thereof This Court doth therefore thinkfit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and Ninety three Pagodas twenty two fanams Pagodas 393 22 together with Interest from the date of the Accounts Current annexed to the Complainants Bill of Complaint untill full Payment is made also all Costs of this Suit

Court

Read and Filed
29th October 1765

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Thomas Pomney of Fort Saint George Merchant That Uncatadry Moodey and Lyah Modeley of Chinglepet Inhabitants stand Jointly and Severally indebted unto Your Orator in the Sum of Nine hundred and Seventy Seven Pagodas which said Sum after the rate of Eight Shillings for every Pagoda will amount to three hundred and ninety Pounds sixteen Shillings and upwards of Sterling money of Great Britain/ arising upon a Bond or Writing Obligatory bearing date the Nineteenth day of December One thousand Seven Hundred and Sixty three given for the Sum of Two thousand One Hundred and Sixty One Pagodas by Paulore Annatah Modeley of Chinglepet Inhabitant who is Since deceased and Your Orator further sheweth that the said Paulore Annatah Modeliar having in his life time borrowed of Your Orator the last mentioned Sum and so and for a Security for the Repayment the Writing Obligatory of the day and date abovementioned was given under the Hand and Seal of the said Paulore Annatah Modeley as will more fully appear by a Reference to the said Writing Obligatory Ready to be Produced to this Honorable Court when Required and Your Orator further Sheweth that since the said Paulore Annatah Modeley Entering in the

sometime about the Month of June in the present Year Coming Effectually Sufficient to Satisfye this Your Orators demand and Your Orator further shews that since his decease the above said Venkatadry Moodly and Lyah Moodly as the Friends and next of Kin of the said Paulore Annatah Moodly have possessed themselves of all and Singular the Goods Chattles Rights and Credits of the said Paulore Annatah to every Considerable amount but to what amount Your Orator cannot Particularly ascertain for want of information Your Orator hath frequently and in an amicable manner demanded Payment of them the said Venkatadry Moodly and Lyah Moodly But now so it is and may it please this Honorable Court the said Venkatadry Moodly and Lyah Moodly obstinately and wilfully refuse to give Your Orator any Manner of Satisfaction touching the premises though Your Orator expressly charges that the said Venkatadry Moodly and Lyah Moodly have frequently promised to pay Your Orator the same Your Orator therefore prays agreeable Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Venkatadry Moodly and Lyah Moodly may upon their and each of their respective Corporal Oaths Particularly set forth above a perfect Account of all and Singular the Goods Chattles Rights and Credits of the said Paulore Annatah Moodly that have come to their Hands Possession or Knowledge and that they may true and perfect Answer make to all and Singular the matters and things herein before set forth and alleged as fully truly and effectually to all intents and purposes as if the same were here again particularly interrogated thereto and be Decreed to pay unto Your Orator the aforesaid Principal Sum of nine hundred and Seventy Seven Pagodas with all Interest that is now due or shall grow due on the said Writing Obligatory together with all Costs of this Suit May it please this Honorable Court to cause the said Venkatadry Moodly and Lyah Moodly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Worshipful Court at certain

Dr Paulore Annanha Moodely in Acct Current with Mr Thomas Pomney Cr

1763 Augt 16	To Interest Bond of this date Principal	2161	"	"	1763 June 16	By Cash &c of Valley poorum Venkatah Moodly	100		
						Redapa Reddy	100	200	" "
					17 20	By Ds of the Salawauth Inhabitants		680	" "
					23	By Ds of Naraptah Naick		300	" "
								1180	" "
						By Ballance		977	" "
	Pagodas	2161	"	"		Pagodas		2161	" "
	Fort St George 23 October 1765					The Interest due on the above Sums of Debtor and Credit Side			
	Errors Excepted Tho.s Pomney								

Mayors Court at Madraspatnam

Tuesday the 3.d day of December Anno Domini 1765

Present

Claud Russell Esquire Mayor
Peter Marillac — John Debonnaire
Thomas Pomney — Edward Raddon
Reynold Adams — G. Arthur Cuthbert
Aldermen

Mayors Court

Between Thomas Pomney of Fort Saint George Merchant Complainant and Venkatadry Moodly & Lyah Moodly of Chringleput Inhabitants Defendants

The Defendant Lyah Moodly being in Court and Acknowledging the Justness of the Complainants Demand, This Court

784

and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Nine Hundred and Seventy seven Pagodas / Pagodas 977 / together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Your

Read and Filed 4th May 1763

To the Honorable the Mayor Court at Madraspatnam

Humbly Complaining Shews unto this Honorable Court Your Orator Edward Lane of Madras Inhabitant that whereas Arrecata Vezeapa Naik also of the same place Merchant Stands Indebted unto Your Orator by Transfer of Kellava Chitty in the full and just Sum of one hundred and Seventeen Pagodas Fourteen Fanams and Fifty four Cash Current Money of Madras making in Sterling money of the value of Eight Shillings each Pagodas the sum of Forty seven Pounds Fourteen Shillings and Sixpence as Three Bonds Lawfully owing & Payable in Great Britain as will more fully and at large appear by an Account Current and Transfers at the Foot thereof hereunto Annexed for the Inspection of this Honorable Court and which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint

But now so it is May it Please this Honorable Court that this Your Orator hath often and in an amicable Manner Requested Payment of the aforesaid Sum of One hundred and Nineteen Pagodas four Fanams and Fifty five Cash from the said Arrecata Vezeapa Naik Yet the said Arrecata Vezeapa Naik Obstinately and Wilfully Refuses to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays aGeneral Relief such as to this Honorable Court Shall appear Agreable to Equity and good Conscience

To the End therefore that the said Arrecata Vezeapa the same more here again Repeated and Interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of One hundred Nineteen Pagodas fourteen Fanams and Fifty four Cash with all the Interest due thereon also all Costs of Suit May it Please this Honorable Court to Cause the said Arrecata Vezeapa Naik to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear at a Certain time and place to be by this Honorable Court Prescribed 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 Honorable Court Shall Seem Meet

William Bishop
Attorney for the Complainant

Dr. Arrecata Vezeapa Naik to Kellava Chitty ... Cr.

1763 March			Pags.	Fs.	Cs.	1763 March			Pags.	Fs.	Cs.
		To the following Goods Sold Him						By Cash Received of him	100		
		Muslin 9 Pc. @ 8 Pags each	72				11	By Custom and Dues to him	14		
		Ditto 12 @ 7 3/4 each	87								
		Ditto 7 @ 5 3/4 each	40			1763 March	15	By Interest on the above Sum from the 4th April to this day is 23 M.C. @ 8 P Cent P Annum	7	20	74
		Ditto 3 / 35 P	14								
			215	27					121	20	74
1763 March	15	To Interest on the above Sum from the 5th of March 1763 to this day is 24 M.C. @ 8 P Cent P Annum	35	8	19			By Ballance due	119	16	55
		Pagodas	250	35	19			Pagodas	250	35	19

Fort St George 15th March 1763

Errors Excepted

I Kellava Chitty of Madras Merchant for myself my Heirs Executors Administrators and Assignes do hereby Transfer assign and make over unto Edward Lane of Madras aforesaid Inhabitant His Heirs Executors

Administrators and Assigns the Ballance of the Above Sequest Cash
and being the Just Sum of One hundred and Nineteen Pagodas fourteen
fanams and fifty five Cash due to me from Annegla Ungeppah Mistd
Thereby Acknowledge to have Received the said Edward Jones Interest
out of Hand in Consideration of the above assigned Premisses Sic
Witness whereof I have hereunto set my Hand this Fifteen day of
March in the Year of our Lord One Thousand Seven hundred and
Sixty three

Witness

Read and Filed
12th July 1763.

The Answer of Annegla Ungeppa Mistd
of Madras Merchant Defendant to the
Bill of Complaint of Edward Jones late
of the same Place Inhabitant 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 and imperfections in the said
Bill contained for Answer thereunto or unto so much thereof as this
Defendant is advised doth Materially concern him to make Answer unto
He this Defendant Answereth and Saith He is not indebted to the Complai-
nant in the sum of One Hundred and Nineteen Pagodas Fourteen Fanams
and Fifty five Cash, as Sett forth in the Complainants Bill of Com-
plaint and that the same is an unjust demand But this Defendant
does Acknowledge Himself to be indebted unto the Transferrer Kellava
Chitty in the full and just Sum of Thirty one Fanams and Sixty five
Cash, and ready as will appear more fully and at large by an Account
Current here to annexed for the inspection of this Honorable Court
to which this Defendant most humbly Refers Praying that this

to the Four Articles that the said Transferrer Kellava Chitty has debited
this Defendant for in His Account Current annexed unto the Complain-
ants Bill of Complaint on Account of Thirty one Pieces of Muslin this
Defendant Absolutely denies to have ever Bought any such Articles from the
said Transferrer Kellava Chitty and this Defendant humbly conceives that
the Complainant cannot make good His Demand and this Defendant further
Prays leave to say with Respect to the sum of Thirty Four Pagodas Eight
Fanams and Forty nine Cash on account of Interest which the said Trans-
ferrer Kellava Chitty has Charged this Defendant for this Defendant can-
by no means admit of the said charge of Interest as He this Defendant did
never Purchase from the said Transferrer Kellava Chitty the said Thirty one
Pieces of Muslin which the said Transferrer Kellava Chitty has debited this
Defendant for and is of Consequence an over charge

As to the sums of One Hundred Pagodas of the inner Column
of the Creditors side of the said Transferrer Kellava Chittys Account Current
this Defendant does admit that He did give an order for the Payment of the
same unto the said Transferrer Kellava Chitty But most humbly begs
Permission to represent to this Honble Court on what Account the said sum
of One Hundred Pagodas was Paid which is as follows that in or about the
Month of February which was in the Year of Our Lord one Thousand seven
Hundred and Sixty one this Defendant Purchased sundry sorts of Muslins
from One Pullicat Narrain Chitty who Ordered this Defendant to pay
unto the said Transferrer Kellava Chitty the said sum of One Hundred
Pagodas, this Defendant did give an Order the same day to one Sanjan Cullan
Chitty to pay the said Sum of One Hundred Pagodas, unto the said Trans-
ferrer Kellava Chitty for and on Account of the said Pullicat Narrain
Chitty for the said Muslins which this Defendant had Purchased from
the said Pullicat Narrain Chitty and not on Account of the said Trans-
Kellava Chitty as the Complainant has been pleased to represent it in the
Bill of Complaint

As to the Other Article of the inner column of the Creditors side
of the said Kellava Chitty the Transferrers Account Current of the sum
of Fourteen Pagodas, on Account of Custom which the said Transferrer
Kellava Chitty is so desirous of making this Defendant believe that He

Purchased those Goods from Him this Defendant does Solemnly Declare that He never Bought any of those Articles from the said Transferror Kellawa Chitty and therefore there can be no Custom due unto this Defendant on that Account.

As to the Fourteen Pagodas Twenty Fanams & Twenty four Cash which the said Transferror Kellawa Chitty has given this Defendant Credit for in his said Account Current This Defendant further Prays leave to say that as He this Defendant has Advised the said Pullicat Narrain Chitty for the sum of One Hundred Pagodas in His Account Current with him so that the said Transferor Kellawa Chitty has no manner of Business with it as this sum was adjusted Him by order of the said Pullicat Narrain Chitty and therefore it is evident that the said sum of Fourteen Pagodas Twenty Fanams & Twenty four Cash could not have arisen as Interest as the sum of Fourteen Pagodas was never due from the said Transferror Kellawa Chitty to this Defendant.

This defendant further prays leave to observe unto this Honorable Court that if the Pretended Transactions had truly passed Between this Defendant and the said Transferor Kellawa Chitty as Set forth in the Complainants Bill certainly then the said Kellawa Chitty would have insisted on this Defendants Settling and Adjusting the former Account before the Latter But it appears Otherwise by the Account Current which this Defendant herewith Annexed, and that there is only a Ballance due unto the said Kellawa Chitty of the said United sum of Thirty one Fanams and Sixty five Cash, on the Twenty eighth day of August which was in the Year of our Lord One Thousand Seven Hundred and Sixty Two Whereas the Pretended Account Current of the said Kellawa Chitty Transferror is of a Later date and therefore ought to have

All which Matters and things this Defendant is Ready to aver Maintain and Prove as this Honorable Court shall direct and humbly prays to be hence Acquitted with His Reasonable Costs and charges in this Behalf Most wrongfully Sustained.

Willm Cranwell
Attorney for the Defendant

1789

Dr Kellawa Chitty the Transfr in Acct Curt with Mr Wm Marsh Cr

1762				1762			
Augt 28	To Cash paid Him	60	" "	Augt 31	By Sundry Piece Goods Purchased on account of the S. Mate of Captain Smiths Ship Viz.		
	To the Assignation which was Assigned upon Condapah to Receive from him	7	" "		By 1 Piece of Muslin	11	20 Fs
	To Do which was Assigned upon Condapah to Receive from him	15	" "		By 3 Do of Do	24	" "
	To Brokerage on the Contra Goods	5	7 11		By 1 Do of Long Cloth	16	" "
	To Charges Packing	"	24 5		By 2 Do of Muslin	7	" "
	To Ballance		31 65		By 1 Do of Cambrick	7	20 Fs
					By 1 Do of Long Cloth	5	" "
					By 1 Do of Pallampore	1	" "
					By 11 Do Patches of painted Gingham	16	" "
					By 4 Piece of Black Gingham	33	" "
			98 33				98 33

Pagodas 98 33

Fort St. George the 9th of July 1763

Errors Excepted per D. Wilcox

Read and filed 13th September 1763

The Replication of Edward of Madras Inhabitant the Complainant to the Answer of Arcala Vizyapah Merchant of Madrass aforesaid Merchant Defendant.

As Pursuant

Reserving to himself all and all Manner of Advantages and Benefits of Exception to the many Errors untruths and Uncertainties in the said Answer Contained for Replication thereunto saith that the said Answer is very untrue and Insufficient to be Replyed unto And this Replyant further saith that the Defendant is Indebted unto this Replyant by Transfer of Kellawa Chitty in the full and Just sum of One Hundred and Nineteen Pagodas Fourteen fanams and Fifty five Cash as Alledged in this Replyants Bill of Complaint.....

This Replyant saith that at the time Pallicat Manrain Chitty Disposed of a Quantity of Cloths unto the Defendant that thirty one Peices of Muslins which belonged to the Transferrer were Amongst or put together with the said Cloths and were sold with them But this Replyant saith at the time the Bargain was settled or Concluded upon that the Defendant took before both the said Parcels This Replyant with the said Pallicat Manrain Chitty publickly declared unto the Defendant that the thirty one Peices of Muslins aforesaid did belong unto and were the Property of the Transferrer and desired the Defendant to pay the Value of the said Muslins unto the Transferrer According to this Accounts Seperately and apart and not to Charges the said Muslins being to the Amount of the sum of Two Hundred and fifty Pagodas thirty Three fanams and Sixty three Cash with the Interest then due thereon as the Account of the said Pallicat Manrain Chitty which the Defendant Readily Accepted to and as appears thereof the Defendant there Ordered and gave his direction to Sangum Kellawa Chitty to pay in part for the Invoice of the said Muslins unto the Transferrer the sum of One Hundred Pagodas which said Sum of One Hundred Pagodas was Accordingly paid unto the Transferrer by the said Sangum Kellawa Chitty as the

This Replyant saith that the Defendant at the time further Engaged and Promised to pay unto the Transferrer the Sum of One Hundred and Nineteen Pagodas Fourteen fanams and

This Replyant saith that the Defendant hath not Complyed with His Engagement to the Transferrer Last Demand for non performance thereof the Defendant stands truly and Justly Indebted to this Replyant by Transfer as aforesaid in the Sum of One hundred and Nineteen Pagodas fourteen fanams and Fifty five Cash in the Manner allready set forth in this Replyants Bill and Account Current thereunto annexed.

All which Matters and things this Replyant is Ready to Averr Assert Maintain and Prove as this Honorable Court shall direct and humbly prays as in and by His said Bill He hath already Prayed

Willm Bishop
Attorney for the Replyant

Read and Filed
30th October 1764

The Rejoinder of Aroula Vizayapoh Mastr of Madras Merchant Defendant to the Replication of Edward Jane also of the same place Inhabitant Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all Manner of Benefit and advantage of Exception to the many Errors untruths imperfections and insufficiences in the said Replication contained saith that all and Singular the matters and things in this Defendants Answer are certain true and sufficient in the Law to be Replied unto and this Defendant further saith, that He is not indebted unto the Transferrer, nor the Replyant in the sum of one Hundred and Nineteen Pagodas, fourteen fanams, and fifty five Cash; But this Defendant does again acknowledge himself to be indebted unto the Transferrer Kellawa Chitty in the sum of Thirty one fanams and Sixty five Cash, and no more and this Defendant further saith, that He cannot admitted that Pallicat Manrain Chitty acquainted him that the Thirty one Peices of Muslins, were the Property of the Transferrer Kellawa Chitty or that the said Thirty one peices of Muslins was put with the Cloths that this Defendant had Purchased from the said

terms that He Bargained with the said Pullicat Narrain Chitty for the said Cloths that He took the said Thirty one pieces of Muslin that were the Property of the said Transferrer Kellawa Chitty, or that there were Two Parcels of Cloth one from this Defendants and that the said Pullicat Narrain Chitty Fallaciously declared or were told to this Defendant that the said Thirty one pieces of Muslin, were the Property of the Transferrer and this Defendant to pay the Value of the said Thirty one pieces of Muslin unto the Transferrer Kellawa Chitty, or that the said Pullicat Narrain Chitty ever desired this Defendant not to charge the said Thirty one Pieces of Muslin in his account or that He the Defendant ever agreed or even heard of such a Payment in respect to what the Complts. cannot fallaciously call a Proof by the Defendants Paying the sum of One Hundred Pagodas to the said Kellawa Chitty the Transferrer by Order and on Account of the said Pullicat Narrain Chitty His Defendt. cant humbly conceives that it can in nowise be admitted as a proof of it was for Goods Purchased by this Defendant from the said Pullicat Narrain Chitty, as that it is clear and demonstrable that the same was paid for and on Account of the said Pullicat Narrain Chitty and for an Account of the Thirty one pieces of Muslin, and this Defendant likewise denies to have ever engaged to pay unto the said Transferrer Kellawa Chitty the sum of One Hundred and Nineteen Pagodas, for the aforesaid, and Fifty five Cash, as is falsely asserted by the Complt. in his aforesaid in his Replication the Absurdity of which allegation is self Evident for can it be supposed that this Defendant would have engaged or Promised to have paid for Goods that He neither Purchased or Contracted for

All Which Matters and things this Defendt. is Ready to aver Maintain and Prove as this Honorable Court shall direct and humbly prays as in and by his said Answer he hath already prayed

Pullicat Narrain Chitty } Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined in Certain Cause Depending and at Issue in the Honorable the Mayors Court at Madraspatnam Between Edward Jane of Madras Inhabitant by Transfer of Kellawah Chitty, Complainant and Arcala Vezapa Naik of Madras Merchant Defendant

On the Part and behalf of the Complt.

Interrogs. 1st ..... Do You Know the Complainant Edward Jane, the Transferee Kellawah Chitty, and the Defendant Arcala Vezapa Naik or either and which of them Declare

2d ..... Do You Know or can You Remember to have Sold to the Defendant any or what Particular Quantity of Piece Goods, if Yea what Quantity were Sold, at what time and on what Conditions Set forth and Declare

3d ..... Were the Whole of the aforementioned Goods delivered by You the Property of Yourself, or were there any quantity the property of any other Person if Yea, set forth, the same the quantity of such Goods and the name of each Person to whom such quantity of Piece Goods belonged, to the best of Your Knowledge Remembrance and belief declare

4th ..... Do You Remember to have made any Declaration of the Assortment of Goods delivered by You as the property of another Person, and do You Remember to have ordered such person whose Property such Goods were, to be paid by the Buyer thereof if Yea, what was the purport of such Your Declaration, the time when the Place where to whom and of whom, set forth and Declare according to the best of Your Knowledge Remembrance and belief

Interrogs. 5th ..... Do You Know or do You not Know or Remember any or what Promise made by the Defendant to the Transferree for the Payment of any or what Particular Sum of money, if Yea; set forth the particulars of such Promise the time when made and the Completions of such Promise according to the best of Your Knowledge Remembrance and belief particularly Declare

6th ..... Do You Know or can You set forth any Particular Matter &c

which You have not been herein Particularly Interrogated, if You Believe the same fully and at large, as if You had been thereunto Particularly Interrogated ——

Chas. Brantley
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Edward Saw Jey Complainant and Arcola Vejapa Naick Defendant

Depositions of Witnesses taken in this Cause by agreement before the Examiner in this Court as followeth ——

Pulliat Narrain Chitty of Madras Merchant Aged 48 Years a Witness in this Cause, on the part of the Complainant was on the 18th day of March 1765 shewn at the Office of William Cranwell Attorney for the Defendant by Compra, who left with him the Name, Title, and Place of Abode of the said Deponent and afterwards on the same day being sworn and Examined, Deposeth as Followeth

To the first Interrogatory this Deponent saith, he has known Edward Saw Jey 9 Years the Transferrer 30 Years, and the Defendant 20 Years or thereabouts

To the Second Interrogatory this Deponent saith, about four Years ago he sold of his own property to the Defendant, some Bottles of Essence Amounting to One hundred Pagodas or thereabouts and of the property of the Transferrer to the amount of more than two hundred Pagodas but three months afterwards, the Transferrer told this Deponent he might receive the money for his own Goods from the Defendant, and he would take the money himself, for those sold of his property — this Deponent then went to one Collapah the Defendants Cowrijdy and gave him an Account of the Goods sold to the Defendant of his own property, for which he received and told him to pay to the Transferrer the money for those

Defendant, had paid him one hundred Pagodas on account of his Goods — More this Deponent Deposeth not, to this, the third, fourth, and Last Interrogatory ——

Richard Salmon

(examined)

Interrogatories to be Administred to such Witnesses, as shall be Produced Inward Examined on the part and Behalf of the Defendant in a Certain Cause wherein Edward Jane is Complainant, and Arcola Vejapa Naick is Defendant —

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

To Collapah and Chinnathamiapah 2 ..... Do You know or do You not know, whether the Defendant purchased any Goods, from Pulliat Narrain Chitty, If Yea, what sort of goods were they, and at what time, or times, and for what amount, and at what place, or places, Do You know, or do You not know, whether ascertain Person, or dared the Defendant to pay any sum or sums of money to the Transferrer If Yea, what was the name of the Person, that gave the order, and what sum, or sums of money did He order to be paid, and at what place, or places, and at what time or times, Do You know, or do You not know, whether the Defendant, ordered the Transferrer to be paid, any sum, or sums of money, If Yea, whom did He order to pay it, and what sum or sums of money, and on whose and on what Account and at what time or times and at what place, or places, Do You know, or Do You not know, whether any Sum or sums of money was paid to the Transferrer by the Defendants order, if Yea, what was the name of the Person that paid it what day, what month, and in what Year was the same paid, and on whose and on what Account, and what sum or sums of money, was it Do You know, or Do You not know who sold the goods, that the Defendant is owed for If Yea who sold them, and what Goods were they did the Person that sold them, sell them for his own Goods, or did He not, Do You know, or Do You not know, whether the said goods, was packed up separately or with any other goods If Yea, with whose goods, and what Person packed them

ers, and where and whereof The whole You know touching this affair from the beginning unto the end fully and Particularly Declare ——

To Callaty 2d ——— Are You or are You not acquainted of the Defendants purchasing goods from the Transferrer on Account of any Person or Persons, If Yea, he it from the Transferrer on Account of any Person or Persons, If Yea, he did He purchase them for and what sort of goods were they, and when did he purchase them for and what sort of goods were they, and when Do You know, or Do You not know, the Cause & Occasion now whereof Yea who made them, and what is the purport of them, are they true or false, or are they not, The whole You know touching of this Matter, fully and Particularly Declare ——

To Ramnath Chundry and Reddy 3d ——— Do You know, or Do You not know, after the Complainant had preferred his Bill, of any conversation that passed between the Defendant and Pellicat Narrain Chitty, If Yea what was the Purport of that conversation, and how You came to know the same, To the best of your Memory fully and Particularly Declare ——

To Pellicat Narrain Chitty 4th ——— Did You, or did You not sell the Defendant the goods He sent for, If Yea, what day, what Month, and in what Year, did You sell them to Him, and for what amount and what quantity and what sort they, Did You sell them to Him for Your own goods, or did You not Do You or Did You not at any time or times, order the Defendant to pay to any Person or Persons any sum or sums of Money If Yea to what Person or Persons, and what sum or sums of money, and on what account Did at what time or times and at what place or places The whole You know touching of this affair from the beginning unto the end fully and Particularly Declare ——

To all the Witnesses 6th ——— Do You know, or can You say, any other Matter, or thing material, for the Defendant, in this cause, if so what the same is You know, have been asked and do believe with the Reasons of such Your Knowledge or Belief ——

Will. Cranmell Attorney for the Defendant

Will. Colquhoun Welsby Jee Sworn to Callaty at the time of Examination

Mayors Court at Madraspatnam

Between Edward Jane Complainant and Arcata Vijiapake Naick Defendant

Depositions of Witnesses taken in this Cause, by and before the Commenoir in this Court as followeth ——

Callaty of Madras Conceiply Aged 40 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 25 day of March 1765 sworn at the Office of Mr Charles Bromley Attorney for the Complainant, by Canapa who left a Note of the Name, Title, 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 4 or 5 Years, and the Defendant 18 Years or thereabouts ——

2d ——— To the Second Interrogatory this Deponent saith, he knows that the Defendant Purchased some Goods from Pellicat Narrain Chitty, to the Amount of Two hundred and Seventy two Pagodas or thereabouts — one week after Pellicat Narrain Chitty came to the Defendant and demanded the money the Defendant ordered this Deponent to pay him fifty Pagodas, which he did — in about ten days time, Pellicat Narrain Chitty came again to the Defendant, and asked for the rest of the money the Defendant said to him, I have sold some Raw Silk to the Merchants, and they have not paid me for it Yet; Pellicat Narrain Chitty replyed, he was in very great want of money, the Defendant then told this Deponent to tell Tanjan Callava Chitty to pay one hundred Pagodas to Pellicat Narrain Chitty out of the Raw Silk money — Pellicat Narrain Chitty sent the Transferrer Callava Chitty along with this Deponent to Tanjan Callava Chitty, who then promised, and afterwards paid the Transferrer one hundred Pagodas ——

3d ——— To the third Interrogatory this Deponent saith, the Defendant four Months after buying the Goods from Pellicat Narrain Chitty purchased from the Transferrer Goods to the amount of Ninety eight Pagodas, and thirty three fanams, all of which Seem the Defendant has paid to the

Nothing now shewn to this Deponent, is on Account of the Transferrer Cullava Chilly's Goods sold to the Defendant. More this Deponent saith he knows not in this Cause.

Richard Latham

Examined

Mayor's Court at Madraspatnam

Between Edward Jane Complainant and Arcola Vizapah March Defendant

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

Chittaviapah of Madras Cancopoly Aged 66 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 25th day of March 1765 shewn at the Office of Mr Charles Bramley Attorney for the Complainant by Conapa, who left a Note of the Name, Title, and Place of Abode of the said Deponent, and afterwards on the same day being Sworn and examined Deposeth as followeth.

To the first Interrogatory this Deponent saith he has known the Complainant 8 Years and the Defendant 20 Years or thereabouts.

To the Second Interrogatory this Deponent saith he knows of the Defendants Purchasing some Piece Goods from Pullicat Narrain Chilly, more than three Years ago, to what amount he cannot tell this Deponent further Deposeth he was present when the Defendant sent for Pullicat Narrain Chilly, and asked for what Reason Cullava Chilly had put him into Court — Pullicat Narrain Chilly made answer, Cullava Chilly does it ignorantly. I sold You the Goods, then I know he saw You without Reason, the Defendant then said to Pullicat

Mayors Court at Madraspatnam.

Between Edward Jane Complainant and Arcola Vizapah March Defendant

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

Ramnah Chundry of Madras Dubash Aged 48 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 25th day of March 1765 shewn at the Office of Mr Charles Bramley Attorney for the Complainant, by Conapa, who left a Note of the Name, Title, 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 3 Years, and the Defendant 6 Years or thereabouts

4th To the fourth Interrogatory this Deponent saith, he was present one day when the Defendant sent for Pullicat Narrain Chitty, and asked what complaint Cullava Chitty by Mr Edward Jane, had made in Court against him Pullicat Narrain Chitty said, Cullava Chitty is a Fool. when I sold the Goods to You, I did not tell You they were his Goods, but that they were my own. neither was he present the Business is between You and me Cullava Chitty has nothing to do with it — the Defendant then desired this Deponent to be a Witness to what Pullicat Narrain Chitty had said more this Deponent deposeth not to this, or to the last Interrogatory

Richard Latham

Examined

Mayors Court at Madraspatnam

Between Edward Jane Complainant and Arcola Vizapah March Defendant

Richard of Madras Esqr Aged 60 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 25th day of March 1765 Sworn at the Office of Mr Charles Crowley Attorney for the Complainant by Compra, who first made use of the name, Stile, and Style of Abode of the said Deponent, and afterwards on the Same day being Sworn and examined, Deposeth as followeth

To the first Interrogatory this Deponent saith, he is not acquainted with the Complainant, but has known the Defendant 30 Years or thereabouts

To the fourth Interrogatory this Deponent saith about four Months ago he was present when the Defendant sent for Pallicat Narrain Chitty and asked why Cullava Chitty had put him into Court as he had not bought the Goods from Cullava Chitty, but from, Him Pallicat Narrain Chitty what business has Cullava Chitty to sue me for them Pallicat Narrain Chitty made answer, he is an ignorant Man to have Sold You the Goods, nor did Sell You them more than my own. the Defendant then said again, why does Cullava Chitty prosecute me for them? Pallicat Narrain Chitty replyed, he is a fool. — more this Deponent deposeth not to this, or to the Last Interrogatory

The Mark of 6 Richard Latham

Examined

Mayor's Court at Madrasapatnam

Between Edward Lane Complainant and Arcola Vizagapatam Merch Defendants

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

Richard Latham of Madras Merchant Aged 48 Years

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 7 Years, and the Defendant 20 Years or thereabouts

5th To the fifth Interrogatory this Deponent saith he did sell the Defendant the Goods he is now sued for, four Years ago, or thereabouts, to the amount of about one hundred Pagodas of his own, and of the property of Cullava Chitty more than two hundred Pagodas some time after this Deponent demanded the money from the Defendant, but he put off payment from day to day Cullava Chitty afterwards came to this Deponent, and said to him, Sold by Your Means some Muslin Handkerchiefs to the Defendant, why do You not get the money for me? this Deponent made answer, the defendant has not paid me Yet. Cullava Chitty then said to this Deponent, tell the Defendant to pay to me the money for my Goods You receive the money for Your own. accordingly this Deponent went to the Defendant Concerning Cullaya, and gave him an account of his own Goods, sold to the Defendant. and of those sold by him, on the account of Cullava Chitty to whom, he told him to pay the money for them. — Cullaya then paid this Deponent, by order of the Defendant, for his own Goods. Some time after Cullava Chitty told this Deponent, he had got from Sanjan Cullava Chitty, one hundred Pagodas, by the defendants order, on account of his Goods. the rest of the money the defendant had not paid him Yet, — more this Deponent deposeth not to this, or to the Last Interrogatory

Richard Latham

Examined

Mayor's Court at Madraspatnam

Tuesday the 3d day of December Anno Domini 1765

Present

Eland Russell Esquire Mayor
Peter Marsac — John Dubignon
Thomas Towry — Edward Raddon
Reynold Stanley — G. Arthur Cuthbert
Aldermen

Between Edward Jones of Madras Inhabitant Compt plaintiff and Veerala Vengapa Naick also of the same Place Merchant 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 and Transfer thereof 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 with a Cafjan Writing annexed, the hearing the Pleadings read on the part of the Attorneys and due Consideration had thereon It appearing to this Court that the Goods for the Amount of which

Mayor's Court

Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Nineteen Pagodas fourteen fanams and fifty five Cash / Pagodas 119. 14. 55/ together with such Interest as now is or shall hereafter become due thereon after the Rate of Eight P Cent P. Annum untill full Payment is made also all Costs of this Suit

By Court

Read and Filed
10th December 1765

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court, Your Orator Peter Marsac of Madras Inhabitant That whereas Moodee Papoo Ramayah also of the same Place Inhabitant stands Indebted unto Your Orator in the full and just Sum of Two Hundred and Eighty three Pagodas and Twelve fanams Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of One Hundred and Thirteen Pounds Six Shillings and four pence or thereabouts As will more fully and at Large appear by an Account Current and Transfer thereof hereunto annexed for the Inspection of this Honble Court and which Your Orator Prays may be admitted as Part of this Your Orators Bill of Complaint and Your Orator further sheweth unto this Honorable Court that he hath frequently and in an Amicable Manner requested Payment from the said Moodee Papoo Ramayah of the Said Sum of Two Hundred and Eighty three Pagodas and Twelve Fanams

But now So it is, and may it Please this Honorable Court the said Moodee Papoo Ramayah, obstinately and wilfully refuseth to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honorable Court shall seem agreeable to Equity and good Conscience To the End that

Therefore that the said . Moodie Papoo Ramayah may upon his Corporal Oath then and there Perfect Answers . Make to all and Singular the . Matters and things herein before alledged as fully truly and effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Eighty three Pagodas and Twelve Fanams with the 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 . Moodie Papoo Ramayah to be Summoned and Required by Writ of Fort Saint George Seal of . Madraspatnam and the Sheriff thereof personally to be and appear before this Honorable Court at their time and place to be by this Honorable Court prefixed and appointed then and there to Answer to and abide by such Order and Decree as to this Honorable Court shall seem . Meet

James Rathmell
. Attorney for the Complainant

S.E. . Moodie Papoo Ramayah in Account with Mr. Goindah Nauck Dr.

1764 April 9	To Cash lent upon Your own Bond Obligation of this date	280	-	By Ballance due Pagodas	283 12
	To Interest on Pagodas 280 from the 9th April 1764 to the 2d of December 1765 is 1 Year 7 Months & 24 Days	3	12		
	Pagodas	283	12		

Know all Men By these Present That I Goindah . Nauck of . Madras . Merchant for and in Consideration of One Promissary Note of Hand to me given by . Marcar Petrues of . Madras Inhabitant for the Sum of Two Hundred and Fifty Pagodas Payable six . Months after date do hereby Assign and set over unto the said . Marcar Petrues to his own proper Use without any Account to be given for the same the Sum of Two Hundred and Eighty three Pagodas and Twelve Fanams and all other sum and Sums of Money as are Remaining due and Payable upon or by Virtue of the above Account Current arising upon a Mortgage Obligation and all my Right Title Interest and Demand in and to the same and do give and grant unto the said . Marcar Petrues full Power and Authority to demand and Receive the same to his own Use and upon Receipt thereof to give discharge for the same, or any part thereof . And I the said Goindah Nauck do hereby covenant and agree to and with the said . Marcar Petrues that the said Sum of Two Hundred and Eighty three Pagodas and Twelve Fanams is justly due and owing to me from . Moodie Papoo Ramayah and that I have not Received the same or any part thereof In Witness whereof I have hereunto set my Hand in . Madras this Ninth day of December In the Year of Our Lord One Thousand Seven Hundred and Sixty Five

Signed in Presence
of

. Mayor's Court at . Madraspatnam } Present Mr. Peter . Maxwell Senior . Alderman John Debonaire Reynolds . Esqr

} Tuesday the 7th of December . Anno Domini 1765

Between Mamar Pettee of Madras Inhabitant Cruit. of Madras Inhabitant Cruit. plaintiff and Mootia Lyon Ramayah alias of the same Place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justice of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Plaintiff the full and just Sum of Two Hundred and eighty three Pagodas twelve fanams / Pagodas 283. 12/ together with the Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Plea:

Read and Filed 5th November 1765

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Samuel Johnson of Fort Saint George Merchant That Mahamed Meeram of Saint Thome Inhabitant by Mortgage deed bearing date the Seventh day of June in the present Year One Thousand Seven hundred and sixty five made over unto Your Orator one house one Garden and two Cawneys of Paddy Fields with the Appurtenances Situated lying and being at Saint Thome particularly Expressed in a Persian Bill of Sale

for payment of two hundred Pagodas borrowed and Received of Your Orator by the said Mahamed Meeram which said Sum with the Interest after the rate of Eight Pagodas per Cent per Annum was to be repaid at the end of Six Months from the date of the said Mortgage deed and in default of Payment then the said Mortgage deed recited that in case the said two hundred Pagodas with the Interest thereof or any part of it should remain due and unpaid after the time aforementioned that then the said Samuel Johnson, Your Orator, his Heirs or Assigns should and might in Default thereof take to themself the aforesaid House, Garden and two Cawneys of Paddy Fields for the full payment of the said Sum of two hundred Pagodas which Sum after the rate of Eight Shillings for every Pagoda will amount to Eighty Pounds of Sterling money of Great Britain And Your Orator further sheweth that he hath frequently and in an amicable Manner requested Payment of the said Mahamed Meeram

But now so it is and may it please this Honorable Court the said Mahamed Meeram Obstinately and willfully refuses to Give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays that the said Mahamed Meeram may be Decreed from all Equity of Redemption and that Your Orator may be let into possession of the aforesaid Premises together with such other Relief as to this Honorable Court shall think meet To the End therefore that the said Mahamed Meeram 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 be Decreed to let Your Orator into the possession of the Premises before Recited agreable to the Tenor and Intention of the before Mentioned Mortgage Deed and likewise the Costs of this Your Orators Application

May it please this Honorable Court to cause the said Mahamed Meeram to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Parish thereof to appear before this Honorable Court at certain Days