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Recd and Filed
3 March 1764

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator David Hesock of Fort St George Merchant That James Pereira
of the same place Gentleman stands Indebted unto Your Orator in the Sume
of Twenty Seven Pagoda Twenty One Fanams making in Sterling Money
of Great Britain after the Rate of Eight Shillings for every Pagoda the
Sum of Eleven Pounds and Upwards for One Sicca Rouling Price silver
Sold and Delivered by Your Orator the first day of August in the
Year Our Lord One Thousand Seven Hundred and Sixty Six Whereas Your
Orator often frequently Civil and Amicable manner requested payment of the said James Pereira
But now so it is and may it please this Honble Court the said James
Pereira Obstinately & Wilfully refuses to give Your Orator any manner of Satisfaction
touching the premises Your Orator prays general Relief such has to this Honble
Court shall appear agreable to Equity and good Conscience To the End therefore
that the said James Pereira may upon his Corporal Oath true and perfect
Answer make to all and Singular the matters and things herein before
as fully truly & Effectually to all intents and purposes
as if the same were here again recapitulated and interrogated and he Decreed
pay unto Your Orator the aforesaid Sum of Twenty Seven Pagodas Two
Fanams with all such Interest as now is or shall hereafter grow due with
also all Costs of this Suit May it please this Honble Court to Grant
the said James Pereira to be Summoned & Required by the Sheriff of this
Honble Town of Madrasapatnam & the Districts thereof personally to Come
and Appear before this Honble Court at a certain time & place to be Had and
Holden Court Passed and Appointed then & there to Stand to Abide Obey to this
Honble Court Passed and Decree therein as to this Honble Court shall seem Meet

Compl^t of David Alcock of the same place Merch^t
Complainant

This Defendant now and at all times hereafter saving & reserving to Himself all & all manner of benefit & Advantage of Exception to the many Errors Untruths Uncertainties Insufficiences & Imperfections in the Compl^ts said Bill of Complaint contained for Answer thereunto or unto so much thereof as this defend^t is Advised doth Materially Concern him to make Answer unto Answereth & saith that he absolutely denies to stand Indebted unto the Compl^t in the Sum of Twenty Seven Pags & Twenty One Fanams for a Fowling piece Silver Mounted Sold & Delivered to him by the Compl^t the first day of August in the Year of our Lord One thousand Seven hundred & Sixty six as is most Unjustly suggested in the said Bill of Complaint but as hereinafter mentioned for this Defendant saith that he never Purchased of the Compl^t either the Fowling piece in Question or any other Fowling piece either at the time mentioned in the said Bill of Compl^t or at any other time of which the Compl^t is well Convinced Notwithstanding he has Exhibited the said Bill of Complaint against this Defendant & which this Defendant hopes to make Clearly appear to this Honble Court by the following Narrative to which He craves this Honble Courts Attention. That in or about the month of July in the Year of Our Lord One thousand Seven hundred and Sixty Six the Compl^t having brought a Ring for Mr^s Pereira this defend^ts Wife from One Mr^s Pegue did go to this Defendants House and upon his Acquainting this Defend^t that He had got the Fowling piece in Question and many other things to Dispose of which He had brought from Europe this Defend^t in Consequence of his having brought over the said Ring and by way of Serving the Compl^t in Disposing of the said Fowling piece & many of the other Goods which he Had to Dispose of Offered to shew the said Fowling piece & this & other Arms to the Nabobs Son who this Defend^t knew was fond of Arms & for that purpose desired the Compl^t to send those Goods to this defend^ts House to which the Compl^t Agreed & on that day or the Day following

Fowling piece & many other Arms & this Defend^t did accordingly shew the said Fowling piece & other Arms to the Nabobs Son not as the property of this Defendant but as the property of another Person & the Nabobs Son liking the said Fowling piece He took it at the Price that the Complainant had Charged for it & this Defendant further saith that he not only Disposed of the said Fowling piece to the Nabobs Son for an Act of the Compl^t but by way of Serving him further did himself purchase from the Compl^t a Gold Laced Hat & six pairs of Silk Hose Value Recommended some of this Hose to another Gentleman who Purchased some of them & to whom the Compl^t sent his Bill & not to this defend^t & this Defend^t was soon after the Disposal of the said Fowling piece for the Compl^ts & this Purchasing the said Hat & Stockings from him Obliged to leave Madras & go into the Country & during this Defend^ts Absence the Compl^t being so well Convinced that this Defend^t did not Purchase the said Fowling piece but only Shewed the Nabobs Son & sold it for him as aforesaid that He sent to this Defend^ts House seperate Bills at the same time One for the Hat & Hose which this Defend^t ordered Purchased of him as aforesaid & the other for the said Fowling piece which plainly Demonstrates that He was Conscious that this Defend^t had not purchased the said Fowling piece otherwise He would have Charged the whole in One Bill & not have made out Seperate Bills & Mr^s Pereira this Defend^ts Wife receiving the said two Bills in this Defendants Absence & knowing that this defend^t had not Purchased the said Fowling piece & that he Had not received the Amount thereof from the Nabobs Son and Paid the Bill for the Hat and Hose which this Defend^t had Purchased & upon the Bill for the Fowling piece Made Mr^s Pereira returned this Bill as it belongs to the Young Nabob & Mr^s Pereira will not keep it when it returns from the Contagion to that or the like Effect & returned it to the Compl^t which Bill with what was so wrote upon it this Defendant most humbly prays the Compl^t may be Ordered to produce for the Inspection of this Honble Court & the said Bill for the Hat and Hose Mr^s Pereira paid which is in this Defendants Custody & ready to be produced to this produced to this Honble Court when required & this defend^t further saith that upon or

4)

soon as He had received the money from the Nabobs Servt he would pay it to the Compts Servt & this Defendt could not then receive it because it was then the Mahamdan Day during which the Nabob or his sons do not Cause to Transact Business or more than is absolutely Necessary & this Defendt sent the Compltt Servant who brought the Bill up to this defendt to the Nabobs House to receive the money for the said Fowling piece but the Nabob & his Sons were at prayers & could not come so that He could not receive it upon which the Compltt Wrote this defendt the Fowling Chit Sir I am sorry to trouble You with so Trifling an occation just must beg you'll Discharge this Bill & Settle with Young Prince as You may think Proper & likewise desire You will send by the Bearer my Dictionarys & you will Oblige Sir your very humbly Servant David Alcock Fort St George 2d March 67 The Original which is in the Defendts Custody & ready to be produced to this Honble Court when required & which this Defendt Conceives plainly shews that this Defendant did not purchase the said Fowling piece & that the Compltt was Conscious this Defendt only shewed it & Sold it to the Nabobs Son for the Complainant as aforesaid for if the Complaint had really Sold it to this Defendant he would not have Desired him to pay the Bill & Settle with the Young Prince how He could but would have Wrote in a Peremptory Manner for this Defendant to pay it without Scruple in the least to Insinuate that either the Nabobs Son or any other person was either Concerned in or had any thing to do with it & if this Defendant had bought it why should the Nabobs Sons Name ever be mentioned about it for it would in that Case have been Matter entirelly between the Compltt & this Defendant & this Defendant further saith that as a further Convincing proof in the first place that He did not Purchase the said Fowling piece from the Complt nor Consequently Sell it to the Nabobs Son as is own property but as the property of another person whom He was willing to Serve & in the Second place that He had not received the money or any part thereof at the time the Complainant filed his said Bill of Complaint against this Defendt & that He was ready & willing to pay it to the Complainant as soon as He received it this Defendt saith that he received the following Chit from his Excellency the Nabobs Secretary with the money

27 Pagodas 28 fanams which You will please to pay the Person to whom the silver Mounted fusil belongs & send me his Bill & Receipt for Your humble Servant Krishnah Sawmy 6th March 1767 Garden House which the said Chit is in this Defendants Custody & ready to be produced to this Honble Court when & where the Difference between the Twenty one fanams & Twenty Eight fanams arises this Defendt doth not know Except it might be that this Defendant did not Recollect the Price that the Compltt had Charged as He had not his Bill or any Sight of it And this Defendant further saith that upon his Receiving the said Chit & money therein mentioned He did the day following his receiving the said Chit & money in the Evening send a Person with it to the Complainant for the said fowling piece & the Compltt refused to Accept of it & the following He sent another Person with it but the Compltt still refused to accept of it Notwithstanding this Defendt was ready & willing to pay it the Moment He received it which plainly appears by his sending it to the Complt as soon as possible after He had received it Nor had the Complainant as this Defendant Conceives the least right to Exhibit a Bill of Compltt against this Defendt for the said Amount till this defendt had received it if after this Defendant had received it he had refused to pay it to the Complainant then he would have had a Just cause to have filed a Bill of Compltt against this defendt but the Contrary plainly appears therefore this defendt humbly hopes this Honble Court will look upon the said Bill of Compltt Wrong & Illegal & such as the Compltt had no right to file against this Defendt & will be pleased to Decree this Defendt to pay the Amount of the said fowling only & the Compltt all Costs or Double Costs of Suit & Such of such his proceeding against this Defendt & this Defendt humbly hopes it will clearly appear to this Honble Court by what is before set forth that what this Defendt did with regard to the said Fowling was entirely to Serve the Compltt & therefore that his Filing against this Defendt was not only Wrong but Ungrateful & All which matters & things this Defendt is ready & willing to Verify & maintain & prove in such manner & form as this Honble Court shall direct & humbly prays to be Hence dismissed with his Reasonable Costs & Charges in this behalf most wrongfully sustained

Sworn before me this
11th April 1767

Peter Marriott
Senr Merchant

James Prince
Jonathan Prince

Read and Filed
28th April 1767

The Replication of David Alcock of Fort Saint George Merchant to the Answer of James Pereira of the same place Gentleman otherwise by the Title & Addition of Fort Saint George Esquire

The said Replicant saving to himself all Advantage of Exception to the Incertainties & Insufficiences of the Defendants said Answer for Replication thereunto saith that all & singular the matters & things in the Replicants said Bill Contained are true as the same are therein alledged & that the Answer of the said Defendt to the said Bill is untrue imperfect & insufficient the said Replicant for further Reply saith that the said James Pereira doth stand justly & truly indebted unto the said Replicant in the sum of twenty seven Pags and twenty one fanos as the Price of the Fowling piece sold & delivered to the said James Pereira by the Replicant, mentioned in the Replicants Bill of Complaint the said Replicant in Reply to that part of the Defendants Answer wherein he says that about the Month of July in the Year of our Lord 1766 the Complainant was about having a Ring for Mrs Pereira this Defendants Wife from one Mr Pegue having brought a Ring for Mrs Pereira this Defendants Wife from one Mr Pegue did go to this defendants house & upon his acquainting this Defendant that He had got the fowling piece in Question and many other things to Dispose of which he had brought from Europe this Defendant in Consequence of his having brought over the said Ring & by way of Turning the Complainant in Disposing of the said fowling piece or any other of the said Goods which he had to Dispose of Offered to shew the said fowling piece and his other Arms to the Nabobs Son who this Defendt knew was fond of Arms and for that purpose desired the Complainant to send those Goods to this Defendts House to which the Complainant agreed the said Replicant saith that he Admits of having brought out a little Box for Mrs Pereira at the desire of Mr Pegue Containing a Picture which Mrs Pereira informed this said Replicant was the Picture of a Lady & that the Lady was her Sister but whether there was a Ring or no the Replicant cannot set forth as herein saw the same to the Best of his knowledge & regarding the said Replicants acquainting the Defendt

Defendt James Pereira of his having the goods before Expressed & of his desiring the defendt to dispose of the same the Replicant denies ever to have Required & Mr Pereira the defendt to dispose of the same or ever endeavoured to Cultivate his acquaintance but on the Contrary the Replicant saith that the defendant used frequently sometimes twice a day to come to the said Replicants house & incessantly plaguing him with pressing importunities to come to the Defendants house which the Replicant only once accepted of During these troublesome Visits from the Defendant James Pereira the said James Pereira the Defendt used to ask for this thing & that thing belonging the Replicant & such thing or things as the Defendant liked, he took to his own house & appropriated them to his own Use, which the Replicant admitted of as he thought the Defendant stood indebted of some Europe Articles for his immediate Use the said Replicants intention being not going to sell and dispose of the Goods, wares and Merchandize by retail but by wholesale as the said Replicant saith that he never did give to the Defendant James Pereira the Fowling Piece to be disposed of on Account of the Replicant but on the Contrary the Defendant desired the Replicant to send to his House all the Arms that He had brought out of Europe for his inspection as having an immediate occasion for the same On Account of his Excellency the Nabob whom had Empowered him as his Agent to purchase all the Arms that possibly could be bought the said Defendant the Replicant saith having introduced himself to the said Replicant at his House in the Fort square as General of his Excellency the Nabobs Troops Agent of his Affairs in India he complied with his Request as supposing him to be person of great Consequence belonging to His Excellency & that the buying of the Defendts with Arms might be of some Service of the Defendt with his Excellency but far from desiring the Defendant to dispose of his Fowling piece to his Excellency he on the Contrary understood that the defendt took the Fowling piece on his own Account as appeared at the time of the delivery & at the time the Bill came made out which was Agreable to the Desire of the defendt as will hereafter appear the Replicant further saith to that part of the defendts Answer wherein he says that during the defendts Absence in the Country the Complts managing the Replicant being so well Convinced the

price but only shewed it to the Nabobs Son & Sold it for him as aforesaid that he sent to
this defendants house Two Seperate Bills at the same time One for the Hat & Hose
which this defendt had purchased of him meaning the Repliants as aforesaid & the
other for the said fowling piece which plainly demonstrated that he was conscious
that the defendt meaning the said James Perrira had not purchased the said fowling
Piece other wise he would have Charged the whole in one Bill & not have made
out seperate Bills" the Repliant in Answer thereto begs leave with permission
of this Hõble Court to set forth that the defendt desired the said Repliant to make
out two Bills one for his Hat & Hose & the other for the Fowling Piece he Cause
says the Defendt James Perrira as Same an Agent to his Excellency the Nabob by
him Employed as such Same obliged to render in all the Vouchers for the several
Sum charged by me to him in his Excellencys Acct this is really the tenor of his the
Defendts Conversation with the Repliants at the Repliants Rooms in the fort Upon
in Compliance thereto the Repliant made out a seperate Bill for the Fowling piece &
debted the Defendt for the same whereupon the Repliant would not have made out any
Bills at all as the things in themselves were trifles & did suppose the defendt would pay
for them at his Leisure the Repliant saith that he did send the two Bills to Mrs Perrira
the Wife of the Defendant at his Request for payment to be paid for the Hat & Hose
but returned the Bill for the Fowling piece & gave as reason for returning it that
Mr Perrira had left no Directions concerning it, the Repliant denies that Mrs
Perrira wrote upon the Bill or any thing else that she had returned the Bill as
it belonged to the Young Nabob & Mr Perrira would settle it when he returned from
the Country but on the Contrary the Defendt wrote himself Five or Six words
words on the identical Bill that was presented to Mrs Perrira by the Repliant the
following words Mr Perriras Compliments to Mr Neale cannot think of paying
for a thing the Nabobs Youngest Son took but will mention it to him the first
time he sees him as will more fully & at large appear by a reference to the Bill
presented with the defendts Writing thereto ready to be produced to this Hõble
Court when required with Submission to this Hõble Court how far consistent the
Defendts Answer which is on Oath is with the Truth he leaves to the judgement of
this Hõble Court & make no doubt but that this Hõble Court will from such evidence
Proofs of the fallacy of the defendts Answer & the Equity of this Repliants demands
give such satisfaction to the said Repliant as the Nature

Repliant further saith that he never knew till the Return of the Bill sent to the Defendt
that the Fowling piece was purchased for the Nabobs Son but on the Contrary always
apprehended the Defendant purchased the same as the Agent for his Excellency the
Nabob for the defendt acquainted the Repliant in the presence of some Gentlemen of
his being his Excellencys Agent and General & the Repliant further says that he
Conceives that the Defendant is Mistaken in his Observation of the Repliants
Chit under date the Second day of March One thousand Seven hundred and Sixty
Seven for the said Repliant says that by the words of the Chit it appears that the
said Repliant looked upon the Defendant as answerable to him the Repliant
for the Fowling piece & not his Excellency the Nabob or his Sons the intention of
the Repliants Chit the Repliant saith was to shew the defendt that he had Cause
to Observe of the Acquaintance that might appear there was between the Defendt & the
Compltt & therefore was desirous the Defendt should pay the Amount of the fowling
piece by him purchased to which Chit the Repliant saith he received an Answer
from the Defendt which the Repliant thought not very polite & therefore wrote
him in return to this or the like Effects that in case he did not pay the demand
or Acknowledge the debt he the Repliant should be obliged to take other measures
for the recovery of his property which Chit the Repliants prays this Hõble
Court that the defendt may be Obliged to produce the Repliant further saith that
in answer to the Remarks of the Defendts wherein he says that the said Repliant was
conscious of the defendt having sold the Fowling piece to the Nabobs Son on the
Repliants Acct or he the Repliant would not have desired the defendt to pay the
Bill & Settle the Acct with the Young prince he the Repliant says that he did not
know that Young prince was in possession of the Fowling piece till the Return
of the Bill under date the first day of Augst One thousand Seven hundred & Sixty
Six wherein the defendt mentions the prince to have taken the piece which was
Expressly contradictory to the words of the defendt when he bought the fowling
piece who openly said that he was the Agent of the Nabob & for him he gave the
Fowling piece the Repliant further saith that he admits of having received of
from Vishnah Sawmy but that the same was not received after the Bill of Compltt
was filed against the defendt which occasioned the Issues of the London by the Repliants
Bill and Defendants Answer till the Costs of the Repliants application to this
Hõble Court

that this defendant is of Opinion the Inconsistancy of it with the real truth will be Sufficient to Confute it & this Defendant further Saith that the Replyant almost Immediately after he has in his said Replication Asserted that this Defendant said he had an Immediate Occasion for the said Arms on Account of his Excellency the Nabob Says, that for from desiring this Defendant to Dispose of the said Fowling piece to his Excellency he on the Contrary Understood that this Defendant took the Fowling piece on his this Defendants own Account, With Submission to this Honble Court how Inconsistent these two Assertions are in the first place that the Replyant should Assert that this defendant wanted to Parchase the said Arms on the Nabob's Account and afterwards that he should Say he Understood this Defendant took the said Fowling piece (which was part of the said Arms) on his own Account this shews how much the Replyant's Assertions are to be depended on And this Defendant denies that he ever desired the Replyant to make out two Bills one for his Hat and Hose and the other for the Fowling piece for the Reasons mentioned in the said Replication or that he ever gave any such Reasons to the Replyant either to the Replyant's Rooms in the Fort Square or at any other place but which the Replyant has so Setforth in Order to make it appear if possible that he sold the said Fowling piece to this Defendant the Contrary whereof this Defendt doubts not will plainly appear to the Satisfaction of this Honorable Court by what is setforth in this defendant's Answer regarding the same Besides what the Replyant has setforth about this Defendant's desiring the Replyant to make out a Seperate Bill for the said Fowling piece & the reasons for so doing is another Contradiction of what he has sign the former part of his Replycation Vizt that he Understood this Defendt took the said Fowling piece on his own Acct in what light these Contradictory Assertions can be taken this Defendant Submits to the Judgement of this Honble Court and with regard to what the Replyant Says was wrote upon the said Bill for the Fowling piece this Defendant prays the said Bill with what was Wrote upon it may be produced for the Inspection of this Honble Court & Admitting that this Defendant did Write what the Replyant Says his Replication he wrote upon the said Bill

Bill, it in the first place was but Reasonable & right for it would have been Unreasonable for this defendt to have paid for the said Fowlin piece before he received the money from the Nabob's Son to enable him so to do And in the second place it not only shews that this Defendant Sold the same to the Nabob's Son on Account of the Replyant & that he did not take it on his own Acct but also that this Defendt was ready to pay the Amount of it to the Replyant when he received it to the Replyant when he received it & that he would Use his Endeavours to Receive it, & with regard to what the Replyant Says about the Consistency of this Defendt said Answer with the Truth this Defendt Saith that there are many Circumstances which Corroborate the Truth thereof & therefore what the Replyant Says about it is a Meer Evasion but this Defendt Saith that He is of Opinion there are many Circumstances in the said Replycation which shew that what the Replyant has Asserted therein as well as the Demand that he makes on this Inconsistent with the truth & is Unjust but this Defendant Submits the same to the Judgement of this Honble Court and doubts not but this Honble Court will give this Defendant such Relief as the Nature of his Case requires & this Defendt begs leave to point out another Absurdity & Contradiction in the said Replication, the Replyant Says that he never knew till the return of the Bill sent to this defendt that the Fowling piece was purchased for the Nabob's Son but on the Contrary always apprehended the defendt Purchased the same as the Agent for his Excellency the Nabob With Submission how inconsistent this Assertion is with that part of the Said Replication wherein the Replyant says he Understood this defendt took the said Fowling piece on his this Defendts own Account, & this defendt further saith that he is not mistaken in the Observation of the Replyant's Chit Under dute the second day of march One thousand Seven Hundred & Sixty Seven for this defendt saith that there is not a Word in it which tends to shew that this defendt purchased the said Fowling piece on his own Acct but rather the Contrary & if the Replyt thereby meant this defendt to be Answerable for the Amt of it he [illegible] when he had received such Amt & the reason which the [illegible]

gives for Writing the said Chit that it was to shew this defendt that he had resolved to throw off the Acquaintance that might appear there was between them this defendt saith is a very Evasive one & tends to shew that his said Request in the said Chit was rather a Malicious than a Just One & this defendt Saith that the Replyant did but without any Reason in a Chit of the Second march One thousand Seven & Sixty Seven tell this defendt what he Insisted on Immediate payment for the Fowling piece or this Defendant would Oblige to take other measures for the Recovery of it but he does not mention a Word in the said Chit about Acknowledging the Debt but the said Chit does not in the least shew that the Replyant had any right to make any such Demand on this Defendt & this defendt further Saith that it is a very Evasive plea of the Replyant to Say that he did not know that the Young prince was in the possession of the said Fowling piece till the Return of the Bill Under date the first day of August One thousand Seven hundred and Sixty Six wherein this Defendt mentions the Prince to have taken the piece this assertion appears very Extraordinary as this Defendt took the same & Sold it to the Nabob's Son for and on Account of the Replyant & not on Acct of this defendt & if this defendt had really Purchased the same from the Replyant on his Owne Acct it is ardly to be Supposed that He would have Sold it to the Nabob's Son as the property of another person therefore the Nature of the Circumstance Must of Course Confuet the Replyant's Assertion relative thereto And that this Defendant Sold it to the nabob's Son as the property of a Nother Person and not As his own property plainly Appears by the Chit which this Defendant Received from the said Kistnah Swamy the Nabob's Braminy with the Amount of the said Fowling piece after the Replyant had Exhibited his Bill of Complt against this Defendant for the Amount thereof And this Defendant further Saith that the Defendant's Reasons for Accepting the Money when it was tendred till the Costs of Application to this Honble Court were discharged this Defendant does by no Means look upon as a Sufficient One as he had no Right whatsoever to File a Bill of Complaint against this defendant for the Amount of the said Fowling

piece till this defendant had received it which plainly appears to have been till after he had Exhibited his said Bill of Complaint against this defendant therefore this Defendant is humbly of Opinion that so far from the Costs of this Suit being paid by this Defendant that the Replyant ought for such has justifyable Procedings against this Defendant to pay all Costs or Double Costs thereof but which this Defendant Submits to the Judgement of this Honorable Court And with regard to any other matter or thing set forth or Alledged in the said Replyton & which is not herein & hereby particularly Answered the same is very Untrue Evasive and Insufficient for the Defendant to make any further or other Answer thereunto All which matters and things this Defendant is ready and Willing to Verify maintain and prove in such manner and form as this Honble Court shall direct and most humbly prays in and by his said Answer He hath already Prayed

John Sykes
Attorney for the Defendt

Iyapoo Swamy } Dubashes

Interrys 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 Wherein David Alcock of Fort Saint George Merchant is Complainant And James Pereira of the same place Gentleman is Defendant

On the Part and behalf of the Complainant

Interry 1st Do You know the Complainant and Defendant in the Title of these Interrys named, if yea, how long have you known them or either and which of them declare

2d Do you know or do you not know wether the Complainant did or did not Sell unto the Defendant a fowling piece if yea did or did not the defendt promise to pay the above said Complainant for the same, if Yea at what

and Upon what Conditions did the Complainant Sell and dispose of the same to the Defendant Do you know or do you not know Whether the Complainant did or did not apply to the Defendant to purchase the said Fowling Piece, or did the Defendant or did he not apply to the Complainant for the Purchase of the said Fowling piece, or have otherwise and do you know or do you know Whether the Defendant did or did not purchase of the Complainant several other Articles at any time if you Whether did the Defendant apply to the Complainant or the Complainant to the Defendt for that purpose set forth the whole You know touching or Concerning these Matters as fully and as particularly as you know or believe

Do You know or can you set forth any other matter or thing that may tend to the Advantage and benefit of the Complainant to which you have not been here before interrogated if Yea, the same you know to the best of Your Knowledge Remembrance and belief particularly declare

Chas Bromley
Attorney for the Complainant

Mayors Court at Madraspatanam

Between David Alcock of Fort Saint George Merchant Complainant and James Pereira of the same Place Gentleman Defendant

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

Iyanoo of Madras Dubash Aged 28 Years or thereabouts being produced as a Witness in this Cause on the Complainant was on the 28th day of September 1767 sworn at the Office of Mr John Lysley Attorney for the Defendt by Concapah 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 hath known the Complainant 10 Years and Defendant 6 Years or thereabouts

2d To the 2nd Interrogatory this Deponent saith that the Defendant came to the House of his Master the Complainant and as this Deponent imagines in order to purchase some things of him, as the day following the said Complainant sent him three fowling pieces and four pair of Pistols and a few days afterwards the Defendant returned two of the fowling pieces and the four Pair of Pistols, and detained one fowling Piece but this Deponent cannot declare whether the Defendt promised to pay the Complainant for the said Fowling piece consequently does not know the Conditions on which it was sold but that he cannot say whether the Defendant first applyed to purchase or the Complainant to Dispose of the said Fowling piece for the Reason and Consequence of which he

3d ..... To the 3rd Interrogatory this Deponent saith he hath heard and believes that the Complainant did apply to the Defendant to purchase the said Fowling Piece but this Deponent cannot declare whether the Defendant did or did not apply to the Complainant for the Purchase of the said Fowling piece or have otherwise and this Deponent saith he hath heard and believes that the Defendant did purchase of the Complainant several other Articles at any time but this Deponent cannot declare whether the Defendant did apply to the Complainant or the Complainant to the Defendt for that purpose

4th ..... To the 4th Interrogatory this Deponent saith he hath heard and believes that the Defendant hath refused to pay the Complainant for the said Fowling piece but this Deponent cannot declare whether the Defendant hath refused to pay the Complainant for the said Fowling piece or not

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112th ..... To the 112th Interrogatory this Deponent saith he hath heard and believes that the Defendant hath refused to pay the Complainant for the said Fowling piece but this Deponent cannot declare whether the Defendant hath refused to pay the Complainant for the said Fowling piece or not

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145th ..... To the 145th Interrogatory this Deponent saith he hath heard and believes that the Complainant hath frequently demanded Payment of the Defendant for the said Fowling piece but this Deponent cannot declare whether the Compl

Fowling pieces, were sent to his House, and several notes passed afterwards Between his Master and Master Pereira the contents of which this defendt is not acquainted with That the Defendant at his first visit to the Complt desired to see what he had to Dispose of and on the latter's preciding them he took 6 Pair of Stockings and a Hatt which he carried away with him in his Pallanquin that his Master some days after sent his Bill for the things the Defendant purchased of him but he was gone to Pondichery and the bill being presented to his Wife she paid for the Silk Stockings, and Hatt, telling the Complainants Conceoply (as he afterwards Acquainted his Master and him) that he must wait for the price of the Gun Untill her Hubands Return from Pondichery farther this Defendant saith not to this or to the last Interrogatory

Henry Crawford

Examiner

Captain Pereira bought of David Alcock

1766
1 August 1 Fine Fowling piece (Silver Mounted) Pagodas 27 21 "
Pagodas 27 21 "

Received the Contents
David Alcock

Mr Pereira is Complainent to Mr Alcock cannot think of proper for I think the Nabobs Youngest Son took but will mention it to him the first time I meet him

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant is a certain Cause now Depending and at Issue in the Honble the Mayor's Court at

Alcock is Complainant and James Pereira is Defendant

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

To Swamy 2d Did or did not the Defendant at any time send you with a Note or Bill to his Excellency the Nabob's Son to Receive some money on Account of a Fuzee If Yea, whom did the Defendant so Send you and how much Money was You to receive, And to whom did the said Fuzee belong as you know have been Informed or do beleive? Did You not go to the Nabobs Son or to any other person with the said Note or Bill If Yea to whom did you so apply and what Answer did you Receive about the said Money and from whom The whole of these Matters According to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief fully and particularly Declare

To all the Witnesses 3d Do You know of any other Matter or thing or have you heard or can you set forth any thing touching the matters in Question in this Cause that may tend to the benefit and Advantage of the Defendant If Yea Declare the same as you know have been Informed or do beleive with the Reasons of such Your knowledge and belief as fully as if you had been thereunto particularly Interrogated

John Sykes
Attorney for the Defendt

Mayors Court
Madraspatnam

Between David Aleock of Fort St George Merch.
and Compld James Pereira of the same place Gentleman defdt

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

Swamy a Dubash residing at Madras but late of Pondichery Aged 22
Years or thereabouts being produced as a Witness in this Cause on the part
of the Defendt was on the 5th day of October 1767 sworn at the Office of Mr
Charles Bramley Attorney for the Complainant by Canacapah who left
a Note of the name title & place of abode of the said deponent & afterwards
on the same day being Sworn & Examined deposeth as followeth

1st ..... To the first Interrogatory this deponent saith he hath knowledge of the Compt but
has known the defendt one Year or thereabouts

2 ..... To the 2nd Interrogatory this deponent saith that he was the bearer of
a Bill from the defendant to his Excellency the Nabob for about forty Pagodas Man the 24th &
the said defendant directed him to receive the sum of fifty Pagodas for the said Bill
but on what Accot he did not know that he went to Krishna Swamy the Nabobs Examr
with the Bill who replied the Nabob was gone to St Thome desiring him to
return again with the Bill about three o'clock in the afternoon this Deponent
then carried back the note to the Defendant his Master and acquainted him
with what the Examiny had said That in the afternoon the said Defendant
did sent the Note & Bill again by one Amordappen a Servant of Major
Kirkpatrick but this deponent does not know and cannot declare whether
the money was received or what afterwards happened further this Deponent
saith not to this or to the last Interrogatory

Jurat

Henry Crawford Examiner

Captain Pereira bought of David Aleock

1766 the 14th Augt
To a Gold Laced hat ..... Pags 7 ..
To Cpr with Hose ..... 13 21 ..
Pagodas 20 . 21 ..

Received the Contents. David Aleock

Sir I am sorry to trouble You on so trifling a thing but must beg
You'll discharge this Bill and the young Prince as you may think proper
desire you'll send by the Bearer my Dichinary your Obliged

Fort St George
2d May 1767

Sir
Your very Humble
Servant
David Aleock

Sir I never told the Nabobe son the fowling Piece nor was there above
any Concerns with him I am sorry to tell You that I insist upon immediate
payment or You will oblige me to take other measures for the Recovery of it

I am Sir
Your humble Servant
David Aleock

2d March 1767

Sir I am desired by his Highness the Nabobe Son Syfulmulk
to send you 27 Pagodas 28 fanams which you will please to pay their Person
and Receipt for
to have the Silver Mounted Sugar Stand and Knife

6th March 1767
Gardan House

Your Humble Servant
Kistnah Swamy

Mayors Court at
Madraspatnam

Tuesday the 26th day of January
Anno Domini 1768

Present
Charles Smith Esquire Mayor
Thomas Pomney — Andrew Cuthbert
Edward Stracey — Francois Fourdan &
John Holland — Aldermen

Mayors Court

Between David Aleock
of Fort St George Merchant

of the same place Gentlemen Defendt

This Cause coming on to be heard and debated this day in the Presence of the Attorney on both sides, on Reading the Complainants Bill the Defendants Answer the Replication the Rejoinder the Interrogatories and Deposition on the Part of the Complainant, One Exhibit on the part Complainant, the Interrogatories and Depositions on the Part of the Defendant, Four Exhibits on the part of the Defendant, One hearing the Pleadings made use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Defendant Received the Fowling Piece in Question from the Complainant and not having brought Sufficient Proof that he Received it with an Intention to dispose of the same to the Nabobs Son on Account of the Complainant, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Twenty Seven Pagodas and Twenty one fanams (Pagodas 27 21 ...) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Read and Filed
26th January 1768

To the Honorable the Mayor,
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Aratoon Thaddeus Aga Peery Calander of Madras Merchant that Jeladoo Basvagar Singanah also of this place, Inhabitant, did on the first day of January in the Year of our Lord one thousand Seven hundred and Sixty seven, at Madras aforesaid by his Writing Obligatory (Commonly called a Bond) suffer himself to be bound to Your Orator, in the sum of Eighty five pagodas Current Money of Madras making in Sterling Money of Great Britain accounting every pagoda, at Eight Shillings, the sum of thirty four pounds, or thereabouts, to be paid to Your Orator, in six Months from the said first day of January one thousand Seven hundred and Sixty, seven, with the interest of nine per Cent pr Annum, and Your Orator further sheweth the said Jeladoo Basvagar Singanah deposited with him Pagadalah Ramunjee Virda Rajahloo's Mortgage Obligation, of an house which the said Pagadalah Ramunjee Virda Rajahloo purchased from Grupah on or aboute the fifteenth Day of February one thousand Seven hundred & forty six, & the Title deeds of the said House, all which Transactions will more at large appear by the Translate of the Bill, of the seale of Gruapah, to the said Pagadalah Ramunjee Virda Rajahloo and the Translate of the Mortgage Obligation of the said Pagadalah Ramunjee Virda Rajahloo, to the said Jeladoo Basvagar Singanah with the Translate of the said Jeladoo Basavagar Singanah's Obligation to Your Orator hereunto annexed for the Inspection of this Honble Court; Your Orator prays the said three Translations may be admitted as part of this Bill of Complaint Your Orator further sheweth unto this Honble Court that he hath often, and in an Amicable Manner requested the payment of the said Sum of Eighty five Pagodas, from the said Jeladoo Basvagar Singanah, but now, so it is may it please this Honorable Court the said Honble Court the said Jeladoo Basvagar Singanah wilfully and Obstinately refuses to give Your Orator, any manner of Satisfaction touching the Premisses 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 Jeladoo Basvagar Singanah may upon his Corporal Oath atrue, and perfect Answer make to all and Singular the matters and things herein before alledged

Alledged & set forth as fully truly and effectually, as if the same here again repeated, and Interrogated, and be decreed to pay unto your Orator the aforesaid Sum of Eighty five Pagos with the interest that is now due or may be due thereon. May it please this Honble Court to Cause the said Jeladoo Basvagar Singanah, 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 & place to be by this Honorable Court appointed & Prefixed then & there to Answer, Your Orators bill of Complaint & further to Stand to and abide by such Order & Decree therein, as to this Honorable Court shall Seem Meet

Willm Cranwell
Attorney for the Complaint

January the 1st 1767

I Zeladoo Basvagar Singanah, do hereby Acknowledge to have borrowed and Received from Mr Aratoon Thaddeus Aga Peery Calander the sum of Eighty five Pagodas Current Money of Madras and for his Security, I have left With him the Mortgage Obligation given to me, by Pagadalah Ramunjee Virda Rajahloo and the Title deeds of the House which he purchased from Gruapah and in case I do not pay unto the said Mr Aratoon Thaddeus Aga Berry Calandar, the said Sum of Eighty five Pagodas with the Interest of Nine ℔ Cent ℔ Annum in six Months from the date hereof I do impower the said Mr Aratoon Thaddeus Aga Peery Calander to Dispose of the said House of Pagadalah Ramunjee Virdah Rajahloo at Publick Outcry Drawn by Vangevally Vincatah

Witnesses
Arnachellum and
Gondaveddy Singnah

(Signed) Singah

A True

A True Translate from the Original by Conicoply
Sworn Interpreter

Willm Cranwell
Attorney for the Complainant

February the 15th 1746

I Cundah Gruapah, do hereby Bargain and Sell unto Pagadalah Ramunjee Verda Ramunjahloo my House Situated in Coral Merchants Street, to the southward of Pindeecurah Vencatah, and to the Northward of Commee Chitty's house, in breadth from North to South Twenty seven feet, and in Length from East to West one hundred and Seventeen feet, for the sum of Twenty Pagodas. Witnesses Pendyourah Vencatah, and Comence Chitty Drawn by Siddoovoolah Vencatiah

The Mark + of Gruapah

A True Translate from the Original by Conicopah
Sworn Interpreter

Willm Cranwell
Attorney for the Complainant

November the 11th 1757

I Pagadalah Ramunjee Virda Ramenjahloo do hereby Acknowledge to have Borrowed and Received from Jeladoo Singanah the full and just Sum of Seventy Pagodas Current Money of Madras and for which said Sum, I do hereby Acknowledge to have mortgaged dwelling House Situated in Coral Merchants Street, between the Houses of Pendeecurah Vencatah and Commee Chitty Veeragoo, and to have delivered to him, the Title deeds which Gruapah gave to me when

when I purchased the same from Him; and which said sum of Seventy Pagodas, I promise to pay unto the said Jeladoo Singanah with the interest of Twelve ℔ Cent on or before the thirtieth day of May Next, and in fault of payment, I am to sell the House and pay him immediately

(Signed)
Pagadalah Ramejee Chitt
Virda Rajahloo

Witnesses
Virdapah
Catta Ramnapah

A True Translate from the Original by
Conicopah Sworne Interpreter

Willm Crannwell
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 2 day of February
Anno Domini 1768

Present
(L:S) Chales Smith Esquire Mayor
Reynold Adams & John Hollond
Aldermen

Mayor's Court

Between Aratoon Thaddeus Aga Peery Calandar of Madras Merchant Complainant and Jeladoo Basvagar Singanah, also of this place Inhabitant Defendant

The Defendant being in Court and Acknowledging the justness of the Complainants demand, This Court doth therefore

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 five Pagodas (Pagodas 85 ~~~) together with Such Interest as now is or shall hereafter become due thereon untill full Payment is made Also all Costs of this Suit

A Cur

Know all Men by these Presents That I John Quigley an Infant of the Age of Sixteen Years and upwards Eldest Son and Heir of William Quigley late of Cudalore Inhabitant Deceased have Elected Chosen nominated and appointed and by these presents do Elect choose Nominate and appoint my Worthy Friend Henry Brooke Esquire Chief of Fort Saint David to be Gardian of my Person and Estate until I shall attain the Age of One and Twenty Years Witness my Hand and Seal in Fort Saint David this the 6th day of February One thousand Seven hundred and Sixty Eight

Signed Sealed and Delivered
in the Presence of
Richard Lathom

John Quigley (L:S)

Extract from the Menuites of Court Held at the Town Hall on Tuesday the 16th day of February Anno Domini 1768

Present
Charles Smith Esquire Mayor
Peter Mariette Arthur Cuthbert

and

and John Holland Aldermen

Mr Charles Bromley Attorney for John Quigley of Cuddalore Armenian of About the Age of Sixteen Years appear and Deliver into Court a Power Signed Sealed and Executed by the said John Quigley Appointing Henry Brooke Esquire Chief of Cuddalore Gardian to his Person and Estate Untill he shall Arrive at the Age of Twenty One Years and Prays that the Court Would be pleased to Confirm the said Appointment

The Court do thereupon Confirm the Appointment of the said Henry Brooke Esquire to be Gardian to the Person and Estate of the said John Quigley until he shall Arrive at the Age of Twenty One Years

In Rec Home Regr

Pro Addm filed 14th May 1768

To the Honorable the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gerald Gonsalves of Madras Writer That Gopaey Chitty Sawmy of the same Place Dubash stands Indebted unto Your Orator in the full and just Sum of One hundred and forty three Pagodas Twenty fanams and Seventy Cash

Cash Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Fifty Seven Pounds and Eight Shillings As will more fully and at Large appear by an Account Current and Transfer thereof hereunto annexed for the inspection of this Honble Court which was Assigned over to Your Orator by Vinah Permaul of Madras Dubash and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Your Orator further Sheweth unto this Honble Court that He Hath frequently and in an Amicable Manner Requested payment from the said Gopaey Chitty Sawmy of the said Sum of One hundred and forty three Pagodas Twenty fanams and Seventy Cash But now so it is May it please this Honorable Court the said Gopaey Chitty Sawmy Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Gopaey Chitty Sawmy may upon his Corporal Oath fully true direct 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 particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Forty three pagodas Twenty fanams and Seventy 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 Grant

Cause the said Gopay Chitty Swamy 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 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

14th May 1767 Shewn to me
Between the days of Adjournment
Let a Summons Issue

John Sykes
Attorney for the Complainant

Anth Sadleir
Mayor

Dr. { Gopay Chitty Sawmy in Account Current with Veerah Permaul the Transferrs } Cr.

1766 July	31st	To Sundry Account Settled by you ..... 16.8.—				By Ballance Due	143	20	70
		To Cash paid you ready Money in 1001.28.24							
		To 1 Silver Spoon ..... 6.28.—	51	18	—				
Novr	1st	To Cash lent You upon a Sett of bills of Exchange Returned not Answered ..... 87.—							
		To Interest on Ds from 1st Novr 1766 to the 11th May 1767 bg 10 d 8 p Cent 3.27.70				Pagodas	143	20	70
		To Cooley hire for Carry & bringing the said Bill ..... 1.21.—	92	2	70				
		Pagodas	143	20	70				

Fort Saint George 11th May 1767
Errors Excepted
[illegible]

Know all Men by these Presents that I Veerah Permaul of Madras Aubash for and in Consideration of One Promissary Note of hand to me given by Geraldo Gonsalves of Madras Writer for the Sum of One hundred and Thirty five Pagodas and payable four Months after date do hereby Assign Transfer and Set over unto the said Geraldo Gonsalves to his own proper Use without any Accounts to be given for the same the Sum of One hundred and Forty three Pagodas Twenty fanams and Seventy Cash and all other Sum or Sums of Money as are Remaining due and payable upon or by Virtue of the Above Account Current and all my Right and Title Interest and Demand in and to the same and do give and grant unto the said Geraldo Gonsalves 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 Veerah Permaul do further Covenant and Agree to and with the said Geraldo Gonsalves that the said Sum of One hundred and forty three Pagodas Twenty fanams and Seventy Cash is Justly due and owing to me from Gopay Chitty Swamy and that I have Received the same or any part thereof In Witness whereof I have hereunto Set my hand in Madras this Eleventh day of May One thousand Seven hundred and Sixty Seven

[illegible]

Signed in Presence of
[illegible]

Read and filed
30th June 1767

The Answer of Gopay Chitty Sawmay of Madras Aubash, defendt to the Bill of Complaint of Geraldo Gonsalves also of the same place Writer Complainant

This Defendant now and at all times hereafter, Saving

Reserving to himself all & all manner of benefit, of Exception, to the many errors uncertainties, & untruths in the said Bill contained for Answer thereunto or unto so much thereof, as he is advised Materially Concerneth this Defendant, to make Answer unto he this Defendant saith that he is not indebted to the Transferrer, the sum of Sixteen pagodas, and eight fanams, nor does he admit, to have Settled the same with the Transferrer he also denies, to be Indebted to him the Sum of twenty eight Pagodas and Twenty four fanams or One hundred Rupees. Nor can he admit to be Indebted to him the sum of Six Pag.s and twenty eight fanams for a Silver Spoon as this Defendant can prove in due time these two articles were Discharged to the Transferrers Conicoply the sum of eighty seven Pagodas, he also denies as that money was lent to Captain John Bellampe, the Transferrers Master which he presumes with Submission, is Demonstrative by the Following Genuine Narrative & humbly Prays the attention of this Honorable Court to the same. That towards the Conclusion of last Year the said Captain John Bellampe Arrived here and the Transferrer, having a Multiplicity of Business on his hands, engaged this defend.t to serve the said Captain John Bellampe for him the said Captain John Bellampe, during his stay here purchased from some Merchants Goods to the Amount of three hundred Rupees or eighty Seven Pagodas and being short of Money ordered this Defendant to go to the Transferrer, and desire him to lend or borrow the same for him the Transferrer Accordingly went to a certain person, and borrowed the said three hundred Rupees and the said Captain John Bellampe gave to the person the Transferrer had borrowed the same from, a set of Bills

Bills of exchange, which by some Means, or other they were not haw=
=ocered, this Defendant therefore Conceives, the said Captain John Bellam=
=pe, as being the Drawer is answerable to the Transferrer, for the same, & the Interest with the charges attending the said Bills, and not this defend.t 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

Will.m Cranwell
Attorney for the Defendant

Read and filed
21.st July 1767

The Replication of Geraldo Gonsalves of Madras Writer Complainant to the Answer of Gopay Chitty Swamy of the same place Dubash Defendant

This Replyant now and at all times hereafter saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties untruths Insufficiencies and Imperfection in the said Answer Contained for Replication thereunto saith that this Replyants Bill of Complaint and all and Singular the Matters and things therein Setforth and Alledged are certain true and Sufficient in the Law to be Answered unto in such Manner and form as the are therein and thereby Setforth & that the Answer of the defend.t is very Untrue and Evasive, & this Replyant further saith that the defend.t doth stand Indebted to him this Replyant in the full and just Sum of One hundred & forty three Pag.s twenty fa.s & Seventy Cash the Ballance of

of the Account Current annexed to this Replyants said Bill of Compt
And this Replyant further saith that not withstanding the Defendant
in his said Answer denies to be Indebted to the Transferrer in the Several
and Respective Sums Charged in the Account Current Annexed to this Replyants
said Bill of Complaint and also denying to have Settled the Accounts
on which the Ballance of Sixteen Pagodas and Eight fanams Charged
in the said Account Arose Yet this Replyant humbly Insists that the
said Account was Settled between the Transferrer and the said Defendant
and that the said Ballance of Sixteen Pagodas and Eight fanams was due
to the Transferrer and that the Defendant is now Indebted to this
Reply in both that Sum and all the other Sums Charged in the Account
Current annexed to the said Bill of Complaint as he doubts not to prove
to the Satisfaction of this Hon'ble Court in due time And in Order to
make the said Matters appear in a more Clear light and to Convince
this Honble Court of the Justness of this Replyants said Demand
and of the Unjustness of the Defendants Assertions Relative thereto this
Replyant begs leave to lay before this Hon'ble Court the following
Circumstances, With Regard to the sum of Sixteen Pagodas and Eight
fanams to which the Defendant Objects under pretence that
Accounts were not Settled between the Transferrer and him This
Replyant hath hereunto Annexed a particular Account for this
Hon'ble Courts Inspection to shew how the said Ballance arose
wherein it fully Appears that the said Ballance of Sixteen Pag.
and Eight fanams is due from the Defendant to the Transferrer
on that Account and that the said Account was Settled between
the Transferrer and the Defendant this Replyant will prove
in due time, And with Regard to the two Sums of Twenty Eight
Pagodas and Twenty four Fanams and Six Pagodas and
Twenty

Twenty Eight fan.s to which the Defend.t Objects & which he Says were
Discharged to the Transferrer's Conicoply this Replyant begs leave to
Setforth that a few days After the Transferrer had Transferrer had
Transferred the said Ballance of the Account Current Annexed to this
Replyants said Bill of Complaint over to this Replyant, and this
Replyant had filed the said Bill of Complaint against the Defendant
he the said Defendant applyed to One Vencat Ramaya a Person who
formerly Served the Transferrer in the Capacity of a Conicoply but with
whom the Transferrer has not at present nor had he then the least
Concerns and by some means or other thro' the Ignorance of the said
Vencat Ramaya and by the Defendants Insinuation he Induced the
said Vencat Ramaya to give him the Defendant a Receipt for the said
Sum of Twenty Eight Pagodas Twenty four fanams and Six Pagodas
and Twenty Eight fanams as if the Defendant had Discharged the
said two Sums to him on the Transfer's Account Altho' this Replyant
Avers that the said two Sum nor either of them or any part thereof have
been paid to either this Replyant or the Transferrer or any other
person on either of their Accounts the Truth of which Circumstances
Relative to the said Receipt the said Vencat Ramiahs is ready to
Attest on Oath & which this Replyant humbly hopes will be
Sufficient to Convince this Hon'ble Court of the justness of the
Defendants Assertions Relative thereto And that the said Receipt was
Obtained from the said Vencat Ramiaya in a fraudullent Manner
besides if the Defendant had paid the said two Sums or either of
them to the said Vencat Ramaya such payment or the said Vencat
Ramaya such payment or the said Vencat Ramaya's Receipt could
by no means Discharge the Defendant from the said Sum as the
Transferrer never gave the defendant any Authority to pay the
same

...d Bill of Compt

same to him therefore what the Defendant Alledges Regarding the same is a Meer Evasive and cannot by any means Discharge him therefrom & with Regard to what the Defendant in his said Answer about the Sum of Eighty Seven Pagodas that the Same was borrowed by the Transferrer for Captain John Bellampe This Replyant in Answer thereto absolutely denies that the Transferrer borrowed the said Sum or any other Sum of Money whatsoever for the said Capt John Ballampe On the Contrary this Replyant Saith that the said Captain John Bellampe One the Contrary this Replyant Saith that the said Captain John Bellampe when he was about leaving Madrass Stood indebted to the Defendant on the Ballance of Accounts in the said Sum of Three hundred Rupees or Eighty Seven Pagd And he being Short of Money And the Defendant in portuning him for the Same he the said John Bellampe Ordered the Defendt to see if he Could a Sett of Bills of Exchange payable by him or those with whom he entrusted his Cash at Bombay which the Defendant promised to do And the Defendant Accordingly applyed to one Lackmajee a Guzarat Merchant and proposed the same to him And the said Lackmajee promised to Advance him the said Sum on bills of Exchange provided he would give him a Security to be Answerable to him for the Money And Charges here incase the Bills should not be duly Honored at Bombay in Consequence of which Request the Defendant applyed to the Transferrer and earnestly Requested him to stand Stand Security for him to the said Lackmajee for the same which the Transferrer Complyed with And the Defendant afterwards Received the said Sum of Three hundred Rupees or Eighty Seven Pagodas from the said Lackmajee And the

from Bombay Unaccepted and the Transferrer at the Request of both the said Lackmajee and the Defendant and particularly of the Defendant ...d the said Sum of Eighty Seven Pagodas to the said Lackmajee on ...unt of the Defendant together with the sum of One Pagoda and ...enty fanams for the said Lackmajees Expences in Sending the ...d Bills to Bombay the said defendant at the same time promised ...repay the same to the Transferrer And this Replyant further Saith that the Transferrer alitle before he transferred the said Sums of Sixteen Pagodas and Eight fanams Twenty Eight Pagodas & Twenty four Fanams Six Pagodas and Twenty Eight fanams And Eighty Seven Pagodas and Interest and Charges therein over to this Replyant did himself and by Means of Several of his Friends demand the said Sums from the Defendant who never Refused paying them but frequently promised payment and from time to time Requested the Transferrer to have alittle Patience with him and give him alittle time for the payment of the same And afew days after this Replyant Filed his said Bill of Complaint against the Defendant and alittle before the Defendant had put in his Answer to the same Notwithstanding the Transferrer had Transfared the said Sums over to this Replyant Yet the Defendant sent Several Persons to the Transferrer and Requested him to Accepted at Present half of the said Demand or the Sum for which this Replyant Filed the said Bill of Complaint and give him afurther time to pay the Remainder of it but the Transferrer told the Defendant and those who applyed in his favor that he had nothen to do with it and that he must apply to this Replyant

or

or to that Effect, which Chircumstances the Replyant doubts not but will be Sufficient to Convince this Honble Court of the Justness of this Replyants said Demand on the Defendant and of the Unjustness of the Defendants Assertions Relative thereto & how little Regard is to be paid to his said Answer

All which Matters and things this Replyant is Ready and willing to Verify Maintain and form as this Honble Court shall Direct and most humbly Prays as in and by his said Bill of Complaint he hath already Prayed

John Sykes
Attorney for the Replyant

Money was paid to him on Account of the Defendant for the Bills of Exchange the said Transferrer having, but it was not at the Request of any Person Except this Deponent and further he saith not to this or to the Last Interrogatory

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Geraldo Gonsalves by Transfer of Verah Permaul Complainant and Gopay Chitty Swamy Defendant

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

Kistnamonaick of Madras head Gollah Peon to Luckmajee Soucar Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant, was on the 23^d day of September 1767 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Conocapah 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 hath known the Transferrer 2 Years and Defendant 6 or 7 Months, but has no knowledge of the Complainant

6th To the Sixth Interrogatory this Deponent saith that he does not know of the Transferrer's being Security to Luckmajee for the Defendant for any money on Account of Bills on Bombay but that his Master Luckmajee about Six Months since did send him Transferrer to Acquaint him that the Bills were return

Bombay unpaid and to desire him to Discharge them agreeable to his Security Note that on this Deponents delivering this message the Transferrer Answered that the Defendant must be applied to for the money, and Accordingly did send one of his people with the Deponent to the House of the said Defendant on that Account that the Defendant Promised to pay him in five or six days, but the Deponent would not be Satisfyed with that therefore the said defendt sent a Servant of his to accompany him back to his Master and to Acquaint him with the offer that Lackmajee his Master agreed to wait eight days for the Money at the End of which time none appearing he Renounced his Application to the Transferrer who after Several fruit=less Missages to the Defendant for the money paid the said Lack=majees demand but this Deponent cannot declare howmuch was paid, as one of the Transferrers People brought and paid it to his Master further this Deponent saith not to this or to the last Interrogatory

Henry Crawford Examiner

The Mark of Kistnamonaick

Mayors Court at Madraspatnam

Between Geraldo Gonsalves by Transfer of Verah Permaul Complainant and Gopay Chitty Swamy Defendant

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

Kitchoo Naick

Kitchoo Naick of Madras a Dubash Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th day of September 1767 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Conocapah who left a note of the name Title, and place of abode of the said Deponent, & Afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this deponent saith he hath no knowledge of the Complainant but has known the Transferrer 10 Years, and the Defendant 6 Years or thereabouts

8th To the Eight Interrogatory this Deponent saith that about two Months since he was informed by one Ninapah Dubash to Mr Sykes Attorney for the Complainant in this Cause, that Verah Permaul the Transferrer had put Gopay Sawmy in Court on which as this Deponent was an Acquaintance of the said Gopay Chitty he said sorry that the Transferrer should have taken such methods to Recover his money, and that it would be much better could it be settled amicably between them by the Defendants paying half and giving an Obligation for the remainder, desiring the said Ninahpah to see if such a Compromise could be brought about but a few days afterwards he was told by Ninapah as they met under the Sea Gate, that the Transferrer would not harken to any Proposals of that kind that he intered into the above Conference with Ninapah of his own Accord and declares he never was Requested by the Defendant or any one else to offer any Proposals Concerning the Matters in Questions further thi deponent saith not to this or to the last Interrogatory

Henry Crawford Examiner

Bombay unpaid and to desire him to Discharge them agreeable to his Security Note that on this Deponents delivering this message the Transferrer Answered that the Defendant must be applied to for the money, and Accordingly did send one of his people with the Deponent to the House of the said Defendant on that Account that the Defendant Promised to pay him in five or six days, but the Deponent would not be Satisfyed with that therefore the said defendt sent a Servant of his to accompany him back to his Master and to Acquaint him with the offer that Lackmajee his Master agreed to wait eight days for the Money at the End of which time none appearing he Renounced his Application to the Transferrer who after Several fruit-less Missages to the Defendant for the money paid the said Lack-majees demand but this Deponent cannot declare howmuch was paid, as one of the Transferrers People brought and paid it to his Master further this Deponent saith not to this or to the last Interrogatory

Henry Crawford Examiner

The Mark of Kistnamonaick

Mayors Court at Madraspatnam

Between Geraldo Gonsalves by Transfer of Verah Permaul Complainant and Gopay Chitty Swamy Defendant

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

Kitchoo Naick of Madras a Dubash Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th day of September 1767 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Conocapah who left a note of the name Title, and place of abode of the said Deponent, & Afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this deponent saith he hath no knowledge of the Complainant but has known the Transferrer 10 Years, and the Defendant 6 Years or thereabouts

8th ..... To the Eight Interrogatory this Deponent saith that about two Months since he was informed by one Ninapah Dubash to Mr Sykes Attorney for the Complainant in this Cause, that Verah Permaul the Transferrer had put Gopay Sawmy in Court on which as this Deponent was an Acquaintance of the said Gopay Chitty he said sorry that the Transferrer should have taken such methods to Recover his money, and that it would be much better could it be settled amicably between them by the Defendants paying half and giving an Obligation for the remainder, desiring the said Ninahpah to see if such a Compromise could be brought about but a few days afterwards he was told by Ninapah as they met under the Sea Gate, that the Transferrer would not harken to any Proposals of that kind that he intered into the above Conference with Ninapah of his own Accord and declares he never was Requested by the Defendant or any one else to offer any Proposals Concerning the Matters in Questions further this deponent saith not to this or to the last Interrogatory

Henry Crawford Examiner

Mayors Court at Madraspatnam

Between Gerald de Gonsalves by Transfer of Ursula Permaul Complainant and Gopaul Chitty Sawmy Defendant

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

Ramah Swamy of Negapatam Merchant Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 8th Day of September 1767 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Cavaya a Sworn Interpreter who first made Oath of the Name Title and place of abode of the said Deponent and also made Oath on the same Day being Sworn and Examined Deposeth as followeth

1 To the first Interrogatory this Deponent saith he hath no Knowledge of either the Complainant or Defendant, but hath known the Transferrer one Year or thereabouts

9 To the Ninth Interrogatory this Deponent saith that as he was in the house of the Transferrer about 20 days ago Verdapah Naick a Pulluah came to him and said that Gopaul Chitty Swamy the Defendant had been proposing to him that he was willing to pay the Transferrer half of his debt to him of 140 Pagodas and offered to give an Obligation for the Remainder to whomsoever the Transferrer would chuse that with these proposals the Deponent acquainted the Transferrer who answered that he could not think of accepting them further the Deponeth not to this or to the Last Interrogatory

Henry Crawford Examiner

Additional Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now depending and at issue in the Honorable the Mayors Court at Madraspatnam wherein Gerald de Gonsalves by Transfer of Ursula Permaul is Complainant and Gopaul Chitty Swamy is Defendant

To Mr Thos Abel Rampre

Was You or was You not at any time in or about the Year of our Lord One thousand Seven hundred and Sixty Six, and before Your departure from Madras, Indebted to the Defendant in this Cause in any Sums of Money, If Yea in what Sum? Did You or did You not desire the Defendant to procure the Sum that You was so Indebted to him on a Sett of Bills of Exchange for Bombay or Some other place, If Yea, did or did not the Defendant procure the same, & did You or did You not give a Sett of Bills of Exchange for the same, If Yea, from whom did the Defendant procure the said Money and to whom did you give the said Bills of Exchange, & to whom were they made payable and where? Was or was not the Transferrer in this Cause in any Manner Concerned in procuring the said Money or the said Bills or did You or did You not desire him to procure the same? Was or was not the said Money so taken up and the said Bills given on the Sole Account of Defendant? & Thereto of these Matters According to the best of Your Knowledge Remembrance Information & Belief together with the Reasons of such Your Belief fully.

John Burke

Mayor's Court at Madraspatnam

Between Geraldo Gonsalves, by Transfer of Verah Permaul Complainant, and Gopay Chitty Swamy Defendant

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

John Abellampe of Bombay Mariner Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, was on the 26th day of September 1767 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Conocapah 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 the Transferrer and defendant one Year or thereabouts

That the Defendant who was his dubash when he was here in September and October last assisted him in purchasing sundry Goods, and on Settling Accounts with him he found he had Received Goods to the Value of three hundred Rupees more than he had money to pay the defendant told him if he would give a Set of Bills on Bombay for this money he would Satisfy the Merchants to whom it was done for the Goods in Consequence, According to the direction he had left, the night of his departure a Set of Bills were sent off to him by the same conveyance which brought the Companys Packet but, he cannot say from whom they came as no note or letter Accompanied them nor were they brought by any of the defendts attendents, but came by the Cattamaran fellow that as he had applied to his Dubash for the Bills he concluded naturally that he was the Person who had sent them and accordingly Returned them on shore after having Signed them by the same person who brought them on board that the said Bills were drawn payable by the Deponent himself ten days after the arrival of the Jermy (the Vessel he then Commanded) at Bombay and in favor of a Black Merchant whose Name he has now forgot that this Deponent cannot Declare in what Manner these Bills were Transacted on shore afterwards, or who the Person was that procured the Money for them as he set sail the Night and has been absent from Madras untill his Arrival here there or four Days since in the Greyhoem further this deponent saith not to this Interrogatory

Henry Crawford Examiner

Jo Bellampe

Bombay Rupees 300

Fortst George the 30th October 1766

Sir

At Sight of this May first Bill my Second or third of the same Tenor and Dated not being paid please to pay to Lackmajee Doss of Madras Merchant or his Order the sum of three Hundred Bombay Rupees Value Received of him at this place and place the same to Account of

Sir Your Most Obedt humble

[illegible]nt

[illegible]mpe

Bombay 9 Rupees 1300

Fort St George 30th October 1766

Sir

In Light of this my third Bill my first or Second of the same Tenor and date not being paid please to pay to Luckmajee Asse of Madras Merchants or his Order the Sum of three Hundred Bombay Rupees Value Received of him at this place and place the Sum to Account

Sir

Your Most Obedient
Humble Servant

Jno Bellamyne

Interrogatories to be Administred to such Witness as shall be produced Sworn and Examined, on the part and behalf of the Defendant in a certaine Cause Wherein Geraldo Gonsalves is Complainant and Defendant in this Cause? If You have long have You so known them or either and which of them Declare

To Ytmguelly Venkata Ramah

2d Did You Or did you not Receive from Mr Francois Lauden the Sum of 39 Pagodas and 18 Fanams on the Defendants Account? did You or did You not pay the same to any of the Transferrers Concerned? If Yea? to whom by name and when and where? or Were not the same paid in Discharge of the Defendants three Subsequent Debts due to the Transferrer Cunapermall the first debt of One Hundred Rupees, the Second Debt of a Silver Spoon estimated at 6 Pags & 28 fanams the last

To Peraniah Raja

3 Was you or was You not the Transferrer Concerned in the Month of May one thousand Seven hundred and Sixty six? If Yea? did you or did You not Receive and pay Money for the Transferrer? If Yea? did not Ytmguelly Venkatarama pay you the sum of thirty nine Pagodas and Eighteen fanams on Account of the Defendants three Subsequent debts due to the Transferrer the said Cunahpermall, namely a debt of one Hundred Rupees, a Second Debt for a Silver Spoon, Six Pagodas and Twenty eight fanams and the last for sundry small debts? The whole you know Relative to these Matters fully and particularly Declare

To Runamalla Chitty

4 Did you or did you not purchase from Captain Thomas Hall some Bengal Piece Goods some time last Year? If Yea? did you or did You not Mortgage the same to the Transferrer for Eighty Pagodas? If Yea? are you or are you not the only person Accountable to the Transferrer for the Charges of Godowns rent &c fully and particularly Set forth?

To Gunnapetty

5 Do You know or do you not know, whether Captain John Bellamyne Requested the Defendant, to apply to the Transferrer for the Sum of three hundred Rupees as the Transferrer for the sum of three hundred Rupees as the Transferrer was his Dubash? Do you know or do You not know, Whether the Defendant, acted as Dubash for the Transferrer or not? Do You know, or do You not know, whether Captain John Bellamyne were indebted to Sundry Merchants to the amount of three hundred Rupees at his departure from hence, & whether he ordered the Transferrer to get him this sum

Last Sundry small debts? Is the paper now shewn to You Your own hand Writing or is it not? If Yea? Is the Contents of the same true or is it not Did You give the same Voluntarily or did you not the whole You know Touching these matters fully and particularly Declare

and he would give him or any person that he Could get to procure the same, a Set of a Bills of Exchange, and whether the Transferror was Satisfid with such sort of Bills of Exchange, and Whether the Defendt were Ordered by the said Captain John Bellampa to Receive the same from the Transferror, and to pay the same to him the said Captain John Bellampas Creditors? If Yea? setforth the same as far as You can recollect, and what you know further Concerning these Matters fully and particularly declare

To all the Testimonies 1st ..... Did or did not Streputtay Venkataramah, declare before You that the Certificate he had given the Defendant was given Voluntarily declare

To all the Testimonies 7th ..... Do You know or can you say any other Matter or thing Material for the Defendant, in this Cause if so setforth the same as You know have been informed, or do believe with your Reasons for such knowledge or Belief

William Cranmell
Attorney for the Defendant

Madras the 3rd May 1766

I do hereby Certify that Captain Archibald Stuart gave to Goyay Chitty Swamy an Order on Mr Saurdan to Receive the Sum of 39 Pagodas 18 fanams, which money Received from the said Mr Saurdan, and paid to Parama Rajoo one of the

Transferrors Conicoply, on Account of the said Goyay Chitty Swamy's being indebted to Veerapermall the Transferror the Subsequent Sums of Money Namely one hundred Rupees Six Pagodas and Twenty eight Fanams, for a Silver Spoon bought at Mr Turings Outcry and Sundry Small debts, and which I have been informed were paid to the said Veerapermall by the said Parama Rajoo

Streputtay Venkata Ramah

A True Translate from the Original Tender by Conicapah Sworn Interpreter

William Cranmell
Attorney for the Defendant

Mayors Court at Madraspatnam

Between Gerald Gonsalves by Transferror of Venkata Permaul Complainant & Goyay Chitty Swamy Defendant

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

Ramah Rajoo of Madras a Conicoply Aged 27 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 12th day of October 1767 sworn at the Office of Mr Johns Sykes Attorney for the Complainant by Conicapah who left a Note of the same Title and place of abode of the said Deponent and afterwards on the same day being Sworn & Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant but has known the Defendant 8 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith that he was the Transferrors Conicoply in the Month of May 1766 and that he did receive (and pay) money on his Account that Streputtay Venkataramah did pay the sum of thirty Nine Pagodas Eighteen fanams on

of money owing from the Defendant to the Transferrer and that this sum was paid to his Brother Soobiah (another of the Transferrer's Conicoplys) who afterwards delivered it to him, (the deponent) &c. Acquainting him on what account it was received but he does not know wether it was particularly on Account of the three debts namely One hundred Rupees a Silver Spoon, and Sundry Small debts; but only that it was for Money due by the said Defendant to the Transferrer further this deponent saith not to this or to the last Interrogatory

Conicoply Bramine Paramorazes

[illegible]

Henry Cranford
Examiner

Mayor's Court at Madraspatnam

Between Geraldo Gonsalves by Transfer of Verah Permal Complainant & Gopay Chitty Swamy Defendant

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

Aunanda Chitty of Madras a Conicoply Aged 53 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 19th day of October 1767 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conocapah 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 hath no knowledge of the Complainant but has known the defendt 2 Years or thereabouts

4th To the fourth Interrogatory this deponent saith that he did

purchase some Bengal pease last Year from an Eropean whose name he is not Acquainted, with on two Months trust that both the Transferrer and Defendant he has Reason to belive served this Person as they often importuned him for the money before the time was expired offering to discount for the Interest; but he not being able to pay they kept possession of the pease, the first Month in the Godown were it Originall was and afterwards Removed it to a Godown of this Deponents, but Kept the Key themselves, untill the two Months were expired when this Deponent Received the said pease and paid 126 Pagodas in Sundry payments the first, 80 Pagodas to the Transferrer's Conicoply by the Defendant's derection; and afterwards 20 Pagodas to the Defendant himself with a note for the Remaining 26, which he afterwards paid him in Sundry payments and Received back his note that this Deponent cannot say that he Mortgaged the said pease to the Transferrer or any one else unless their detention of the same because of his inability to pay for it before the time was expired, could be called a mortgage that the Transferre and Defendant both did Demand of him Godown Rent for one Month; but on his Representing to them that he had lost by the sale of the Vease they agreed not to Receive any Rent from him further this Deponent Deposeth not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Geraldo Gonsalves Complainant and Gopay Chitty Swamy Defendant

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

Gunnahputty

Gunnahputty of Madras a Dubash Aged 24 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 24th Day of September 1767 Sworn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah who left a Note of the name Title and place of abode of the said Deponent and Afterwards on the same day being Sworn & Examined Deposeth as followeth

1st ... To the first Interrogatory this Deponent saith he some knowledge of the Complainant but has known the Defendant 4 Years or thereabouts

5th ... To the fifth Interrogatory this Deponent saith that he does not know whether Captain Balamp Requested the Defendant to apply to the Transferrer for the sum of three hundred Rupees, nor does he know whether the former acted in any Shape as Dubash to the latter but that they were very intimate with each other that this Deponent did not know himself but has heard the Defendant say that the said Captain Bellamps was indebted to Sundry Merchants at the time of his Departure from Madras that he cannot say whether Captain Bellamps Ordered the Transferrer to procure him such assets as he wanted or whether he offered Bills for it or not but one Evening this Deponent and the Defendant went to the house of the Transferrer who told the Defendant in this Deponents hearing that he had wrote off to Captain Bellamps and desiring him as well as this Deponent to go to the Beach and enquire if an Answer had came back that they Accordingly came to the Beach but found that not any Answer had been Returned from Captain Bellamps they therefore Returned to tell the Transferrer so on this informing him the Transferrer himself Accompanied them to the Beach by which time the Catamaran was Returned from the Vessell with an answer which this Deponent did not know what it was and all their Retired to their Respective houses it then being Near twelve at Night That a few days afterwards the Transferrer and Defendant & this Deponent being with the latter went to the house of a Soucar named Lachmayee and after much Discourse between them and the said Soucar of which this Deponent was not an Ear Witness they came out and the Defendant then acquainted him that the Transferrer had been giving the Soucar a Security Bond for the payment of a debt of Bills on Bombay and had Requested him to Witness the said Bond to which he had Complied further this Deponent saith not to this last Interrogatory

X his Mark

Henry Crawford
Mayors Court at Madraspatnam
Examiner

Between Geraldo Gonsalves by Transferrer Veerah Permaul Complainant & Gopaul Chitty Swamy Defendant

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

Vellaiden Conicoply of Madras Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 24th Day of September 1767 Sworn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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 hath no knowledge of the Complainant but hath known the Defendant 3 Years or thereabouts

6th ..... To the Sixth Interrogatory this Deponent saith that being about a fortnight since under the Sea Gate Verandah he heard the Defendant ask Streputtly Venkatarama[h] if the Receipt or Certificate he had Receiv=ed of him, was given Voluntarily, or was the same forced from him Contrary to his inclination to which the said Streputtly Venkatara=ma[h] answered that it was Voluntarily given and no force or Compulsion used by the Defendant to obtain the same from him and this Deponent saith not More to this or to the last Interrogatory

Henry Crawford

Examined

Further Additional Interrogatories to be Administered to such Witnesses as shall be produced, Sworn and Examined on the part and behalf of Gopaz Chitty Swamy Defendt in a certain Cause depending between Gonsalo Gonsalves Complainant and the said Gopaz Chitty Swamy Defendt

To all the Witnesses

1 Do You know the parties Complainants and Defendant in this Cause? If Yea? how long have You so known them, neither, and which of them Declare

To John Bellamy Esqr the Gentleman Usher

2 ..... Did or did not the Transferror Recommend the defendt to serve You some time towards the latter end of last Year? If Yea? what Reason did he assign for Recommending the Defendant Did he or did not tell You he was much Dissatisfied on his hands that he Could not possibly serve You at that Conjuncture Declare & do You or did You not Order this Defendant to apply to the Transferror for the Loan of any money? If Yea? for what Sum of money and when and on what Account Did You or did you not further Order the Defendant to acquaint the Transferror if he Could not oblige You with the money You wanted to apply to some Merch=ant for the Same, and You would give him a Set of Bills of Exchange? If Yea? Was the Money the Transferror or did he Procure it from any Person? If Yea? from whom by name and when? did you or did you not give that Person a Set of Bills of Exchange? If Yea? for what Amount, Were the same Honoured or more they not? If Yea? what prevented them Declare

To all the Witnesses

3 Do You know or can You say any other Matter or thing Material for the Defendant in this Cause if so set forth the same as You know have been informed, or do believe, with the Reason of such Your knowledge or belief

William Cranmell

Attorney for the Defendant

Mayors Court at Madraspatnam

Between Gonsalo Gonsalves Complainant and Gopaz Chitty Swamy Defendt

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

Sungamah Naick of Madras a Dubash aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 24th day of September 1767 sheworn at the Office of Mr John Sykes Attorney for the Complainant by Comma=nah who left a note of the name Stile 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 no knowledge of the Complainant but has known the Defendant 20 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he was present at the Messages that were sent by the Transferror delivered by Permarazu Syamah Naick, Vardayah Naick and Kistnama Naick who came Severally at different times to the Defendant

6th ..... To the Sixth Interrogatory this Deponent saith that being about a fortnight since under the Sea Gate Verandah he heard the Defendant ask Sreepatty Venkataramah if the Receipt or Certificate he had Received of him, was given Voluntarily, or was the same forced from him Contrary to his inclination to which the said Sreepatty Venkataramah answered that it was Voluntarily given and no force or Compulsion used by the Defendant to obtain the same from him and this Deponent saith not More to this or to the last Interrogatory

Henry Crawford

Examined

Further Additional Interrogatories to be Administered to such Witnesses as shall be produced, Sworn and Examined on the part and behalf of Goyay Chitty Sawmy Defendt in a certain Cause wherein Gerald Gonsalves is Complainant

To all the Witnesses

1 Do You know the parties Complainants and Defendant in this Cause? If Yea. how long have You so known them, or either, and which of them Declare

To John Bellamy Esqr Chief Senior Merchant & Governor Fort St George

2 ..... Did or did not the Transferrer, Recommend the defendt to serve You some time towards the latter end of last Year? If Yea? what Reason did he assign for Recommending the Defendant Did he or did not tell You he so much Business on his hands that he Could not possibly serve You at that Conjuncture Declare & if You or did You not Order the Defendant, to apply to the Transferrer for the Loan of any money? If Yea? for what Sum of money and when and on what Account Did You or did you not further Order the Defendant to acquaint the Transferrer if he Could not oblige You with the money You wanted to apply to some Merchant for the Same, and You would give him a Set of Bills

Exchange? If Yea? Was the Money the Transferrer or did he Procure it from any Person? If Yea? from whom by name and when? did you or did you not give that Person a Set of Bills of Exchange? If Yea? for what Amount, Were the same Honoured or were they not? If Yea? what prevented them Declare

To all the Witnesses

3 Do You know or can You say any other Matter or thing Material for the Defendant in this Cause if so set forth the same as You know have been informed, or do believe, with the Reason of such Your knowledge or belief

William Cranmell

Attorney for the Defendant

Mayors Court at Madraspatnam

Between Gerald Gonsalves Complainant and Goyay Chitty Swamy Defendant

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

Symamah Naick of Madras a dubash aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 24th Day of September 1767 shewn at the Office of Mr John Sykes Attorney for the Complainant by Cannagah who left a note of the name Style and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has no knowledge of the Complainant but has known the Defendant 20 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, that he was present at the Messages that were sent by the Transferrer delivered by Permarazu Syamah Naick, Hardayah Naick and Kistnama Naick who came Severally at different times to the Defendant

to Demand of him money which they said he owed to the Transferror, and he heard the said Defendant say to them in answer, that he only Witnessed the paper Writing which the Transferror gave to Lachmajee for three hundred Rupees and therefore had no business to pay the same that if he the Transferror had any writing under his hand for the money, let him send it and he would Answer the same that this Deponent does not know if the above mentioned Persons per-warted the Transferror or Requested of him to compromise the dispute between them, or whether the Transferror unredesired the Defendant to settle or adjust the Matters in dispute between them and more he answereth not to this Interrogatory

To the last Interrogatory this Deponent saith that the money on the Bills was not paid by the Sowcar Lachmajee on Account of the Defendant but that a Captain of a Vessel drew them out in Madras and he this Deponent then on shore to Verah Permaul the Transferror Read and saw him sign them who was then his Head Dubash and the Defendant only his second Dubash that the said Captain drew the Bills by desire of Verah Permaul who on Receipt of them went to Lachmajee to offer them for their Amount that the said Lachmajee Replied he did not know the Drawer but if he would be bound for him he would take bills as he wanted to Remit Money to Bombay that the Transferror on this immediately wrote out security and the Defendant being the only person present Witnessed it by desire of the Transferror that this Deponent was Acquainted with the above transactions by the Defendant who is his Son, and by another Person named Cunnah Pully a Caniaply to the Defendant more he deposeth not to this or to the last Interrogatory

The Mark of Sangamah Nay

Jno Crawford

Additional Interrogatories to be Administred to such be produced Sworn and Examined, on the part and behalf of Gopay Chitty Suamy is Defendant in a certain Cause wherein ... Geralds Gonsalves is Complainant

To all the Witnesses 1st ..... Do You know the parties Complainants and Defendant in this Cause? If Yea? how long have you so to known them, or either and which of them declare

To Sangamah Nayk 2d Did you hear or did you not hear the Conversation that passed between the Defendant and the Transferror People, ... Namely Parmah Vyabe, Iyanah Nayck, Verdaya Nayck, and Rickonamah Nayck, Head Gallah? If Yea? Did or did not the Transferror at the said People Request desire the Defendant to Compromise or adjust this Matter as he apprehended he had falsely Aspersed the Defendant? whole You know touching this Matter fully and particularly set forth

To all the Witnesses 3 Do You know or can You say any other Matter or thing Material for the Defendant, in this Cause if so set forth the same as You know have been informed or do believe with the Reason of such Your knowledge or belief

Wm Cranmell
Attorney for the Defendt

Mayors Court at Madraspatnam

Between Geralds Gonsalves by Transfer of Verah Permaul Complainant & Gopay Chitty Suamy Defendt

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

John Bellamye of Bombay Mariner Aged 32 Years

part of the Defendant was on the 26th day of September 1767 shewn at the Office of Mr. Cobbe Sykes Attorney for the Complainant by Canoopah, 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 hath known the Transferrer about one Year and the Defendant the same time

2d ..... To the Second Interrogatory this Deponent saith that he does not Remember if the Transferrer ever Recommended the Defendant to him, but that being at the House of the Master Attendant on his first arrival here in September 1766 he complained of his being in want of a Dubash Mr. Adams the Master Attendant desired one of his Servants to procure a Dubash for him but the Transferrer was not there then the next Morning Lawrey the Defendant in this Cause was brought to him for a Dubash, but whether he was the Person which Mr. Adams Intended to Recommend or not, this Deponent cannot take upon him to declare that he does not know whether the Defendant applied to the Transferrer for the Money but that the Bills were sent on board to him after he had embarked and he had no Reason to imagine it was any other Person but the Defendant who sent them off he being the only person who advised him to that Method that he returned the Bills as above after signing them by the same Cattamaram which brought them, and as he sailed presently after he heard nothing more of the Affair until his return hither 24th Instant and this Deponent saith not more to this or to the Last Interrogatory

Henry Crawford

Jno Bellampe

Examiner

Further Additional Interrogatories

Administred to such Witnesses, as shall be produced, on the part and behalf of the Defendant in a certain Cause wherein Gerualdo Gonsalves is Complainant & Gopay Chitty Swamy Defendant

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

To Rocha Pyah 2d Was you or Was you not, sent to ascertain Person, to demand from him Captain Bellampe's bills of Exchange, with Directions to discharge the same? If Yea to whom was You sent, and when and where and what did he say in answer to Your Message? did, or did not that Certain person acquaint You that the Transferrer had Captain Bellampes Bills of Exchange? If Yea? Did you or did you not in consequence of such information go to the Transferrer to demand the delivery of the said Bills of exchange and they should be discharged? If Yea? What did the Transferrer say to you fully and particularly Set forth

To all the Witnesses 3 ..... Do You know or can you say any other Matter or thing Material for the Defendant in this cause if so set forth the same as You know, have been informed or do believe with Your Reasons for such knowledge, or belief

Willm Cranwell

Attorney for the Defendant

Mayors Court at Madrasapatnam

Depositions

Between Gerualdo Gonsalves by Transferrer Venkatramana Complainant and Gopay Chitty Swamy Defendt

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

thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 12th day of September shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah who left a note of the name, Title and place of abode of the said Deponent and afterwards on the same day being Sworn & Examined deposeth as Followeth

1st ..... To the first Interrogatory this Deponent saith he has no knowledge of the Complainant but has known the Defendant 12 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that Captain Bellampe who was on board, wrote a Note to Captain Simonds on shore about a fortnight ago, and by the said Captain Simmonds's Directions went to Lackmajee to Demand of him the Bills of Exchange, in order that Captain Simmonds might Discharge them on the said Bellampe's Account that the said Lackmajee Replyed he had not the Bills, but that they were in the Transferrer's Possession on this he was directed to go to the Transferrer for them but he again Answered that Lackmajee had got them this Deponent therefore went to the said Lackmajee a Second time but he Declared he had them not, and desired he might not be importuned any more on this head that the Deponent Acquainted Captain Simmonds with the Success of his Messages, who said he was Ready to discharge the Bills whenever they should be presented further this deponent saith not to this or to the last Interrogatory

Henry Crawford

Examiner

Additional Interrogatories to be Administred

to such Witnesses as shall be produced, Sworn and Examined, on the part and behalf of Gopay Chitty Sawamy of Madras Dubash in a Certain Cause wherein the said Gopay Chitty Swamy is Defendant, and Geraldo Gonsalves of the same place Writer is Complainant

To Vallaboo, dubash 1st ..... Do You know the parties Complainant, and defendant in this Cause, or either and which of them, and how long have You known them, or either and which of them, Declare

To Ditto 2d Did You hear or did you not hear the Conversation that Passed between John Bellampie Chief Mate of the Grey Hound Commanded by Captain Simmon, and the Transferrer, Relative to a set of Bills of exchange if Yea What was the purport of the said Conversation When and where fully and particularly set forth

To Ditto 3d Do You know or can you say any other Matter or thin Material for the Defendant 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 or Belief

William Cranwell
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Geraldo Gonsalves by Transfer of Verah Permal Complainant & Gopay Chitty Sawmy defendt

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

Vullaboo of Madras a dubash Aged 27 Years or thereabouts being Produced as a Witness in this Cause on the part of the defendant, was on the 26th day of October, 1767 shewn at the Office

Office of Mr. John Sykes Attorney for the Complainant by Conocapah who left a note of the name, Title and place of abode of the said Deponent & afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant, but hath known the Defendant 4 Years or thereabouts

2d To the Second Interrogatory this Deponent saith that about A month since as he was on board the Greyhound (the Second mate of which Ship he then Served) he did hear some discourse which Passed between Mr. Bellampe the Chief Mate and Verah Permaul the Transferrer in this Cause: that the said Verah Permaul told Mr. Bellampe, the Bills which he gave him when last at Madras, were Returned from Bombay unpaid, on which Account he (the Transferrer was Obliged to sue Swamy) the Defendant for the Amount of the said Bellampe Replyed if Bills had been properly Presented to his Attorney at Bombay they would have been discharged, as his said Attorney had 4000 Rupees of his at that Place that if he would produce the Bills then he was Ready to discharge the Amount of them he then asked the Transferrer the Reason of his putting the Defendt. in Court as the said Bills were drawn in favor of a Soucar, he did not Conceive in what manner the said Defendant could be concerned, to all which the Transferrer only Replied that as he had said Sawmy he would Receive the Money from him and would not have any thing to say to Mr. Bellampe; further this deponent Answereth and saith not to this or to the last Interrogatory

Mayor's Court at Madraspatnam

Tuesday the 16th day of February Anno Domini 1768

Present

(L.S.) Charles Smith Esquire Mayor

Peter Mariette — Arthur Cuthbert

& John Hollond — Aldermen

Mayor's Court

Between Geraldo Gonsalves of Madras Writer Complainant and Gopay Chitty Swamy also of the same place Dubash Defendant

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill with an Account Current and Transfer thereof annexed, The Defendants Answer, The Replication with an Account Current annexed, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with a Cadjan Account Current and Translate thereof annexed Two Exhibits on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant, with a Gentoo Certificate, and Translate thereof annexed, On hearing the pleadings made Use of by the Attornies and on due Consideration had thereon It Appearing to the

Office of Mr. John Sykes Attorney for the Complainant by Conocapah who left a note of the name, Title and place of abode of the said Deponent & afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant, but hath known the Defendant 4 Years or thereabouts

2d To the Second Interrogatory this Deponent saith that about A month since as he was on board the Greyhound (the Second mate of which Ship he then Served) he did hear some discourse which Passed between Mr. Bellampe the Chief Mate and Verah Permaul the Transferrer in this Cause that the said Verah Permaul told Mr. Bellampe, the Bills which he gave him when last at Madras, were Returned from Bombay unpaid, on which Account he (the Transferrer was Obliged to sue Swamy) the Defendant for the Amount of the said Bellampe Replyed if Bills had been properly Presented to his Attorney at Bombay they would have been discharged, as his said Attorney had 4000 Rupees of his at that Place that if he would produce the Bills then he was Ready to discharge the Amount of them he then asked the Transferrer the Reason of his putting the Defendt. in Court as the said Bills were drawn in favor of a Soucar, he did not Conceive in what manner the said Defendant could be concerned, to all which the Transferrer only Replied that as he had said Sawmy he would Receive the Money from him and would not have any thing to say to Mr. Bellampe; further this deponent Answereth and saith not to this or to the last Interrogatory

Henry Crawford Examiner

Mayor's Court at Madraspatnam

Tuesday the 16th day of February Anno Domini 1768

Present

(L.S.) Charles Smith Esquire Mayor

Peter Mariette — Arthur Cuthbert

& John Holland — Aldermen

Mayor's Court

Between Geraldo Gonsalves of Madras Writer Complainant and Gopay Chitty Swamy also of the same place Dubash Defendant

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill with an Account Current and Transfer thereof annexed, The Defendants Answer, The Replication with an Account Current annexed, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with a Cadjan Account Current and Translate thereof annexed Two Exhibits on the part of the Complainant, The Interrogatories and Depositions on the part of the defendant, with a Gentoo Certificate, and Translate thereof annexed, On hearing the pleadings made Use of by the Attornies and on due Consideration had thereon It Appearing to

the Court that the Complainant hath brought 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 Defendant shall pay unto the Complainant the full and just Sum of One Hundred and forty three Pagodas, twenty fanams and Seventy Cash (Pagodas 143„20„70„) together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Cur

Filed 12th Febry
Read 16th Do } 1768

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Charles Smith of Fort Saint George Esquire, that Veeraswamy Chitty of Madras Merchant stands indebted unto Your Orator in the full and just Sum of Three hundred and fifty Pag.s thirty One fanams and Sixteen Cash making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pag.a the Sum of One hundred and forty Pounds five Shillings and Eleven Pence as the Ballance of an Account Current hereunto annexed for the Inspection of this Hon'ble Court And Whereas Your Orator hath frequently & in an amicable Manner requested payment of the said Veeraswamy Chitty

But now so it and may it please this Hon'ble Court the said Veeraswamy obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the P

Orator prays a General Relief such as to this Hon'ble Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Veeraswamy Chitty may upon his Corporal Oath true & perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and Interrogated & be Decreed to pay unto Your Orator the aforesaid Sum of Three hundred and fifty Pagodas thirty One fanams and Sixteen Cash with all such Interest as now is or shall hereafter Grow due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Veera Swamy Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear 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

12th February 1768

This bill was shewn to Me between the days of Adjournment let a Summons issue

Peter Mariette
Senior Alderman

Dr. Veeraswamy Chitty Cr.

1766 Decr.	15th	To Cash bent upon Your Bond of this date @ 8 ℘ Cent ℘ Annum	500	"	"	1767 March	30th	By Cash Received in Part of Your Bond	180	"	"
1767 Decr.	31st	To Interest on Pagd. 500 from 15 December 1766 to this day being 12 mo. 15 @ 8 ℘ Cent	41	24	"	Decr.	31st	By Interest on Pagd. 180 from 30th March to this day being 9 Mo. @ 8 ℘ Cent	10	28	64
									190	28	64
								By Ballance	350	31	16
		Pagodas	541	24	"			Pagodas	541	24	"

Fort St. George 31st December 1767
Errors Excepted
Charles Smith

Mayor's Court at Madraspatnam

Tuesday the 23 day of February
Anno Domini 1768

Present
Mr. Peter Mariette Senior Alderman
Francis Jourdan & John Hollond
Aldermen

L:S

Mayor's Court

Between Charles Smith of Fort Saint George Esquire Complainant and Veeraswamy Chitty 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 three hundred and fifty Pagodas thirty One fanams and Sixteen Cash (Pagodas 350 " 31 " 16) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Pour

To the Honble the Mayor's Court at Madraspatnam

Filed 20th April
Read 21 do. 1767

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Dawsett of Fort Saint Davids Esqr. That Condapah Moodelly of the same place Merchant stands indebted unto Your Orator in the full and just Sum of Five hundred and forty five Star Pagodas and Twenty One fanams making in Sterling money of Great Britain after the rate of Eight Shillings for every Pagodas the Sum of Two hundred and thirty Eight Pounds four Shillings upon a Bond or Writing Obligatory given to Your Orator by the said Condapah Moodelly under his hand and Seal bearing date the Tenth day of April in the Year of our Lord One thousand Seven hundred and Sixty Six by which said Bond the said Condapah Moodelly promised to pay unto Your Orator the aforesaid Sum of Five hundred and forty five Pagodas and Twenty One fanams on or before the Thirteenth day of June next ensuing And Whereas Your Orator hath frequently and in an amicable Manner Requested payment of the said Condapah Moodelly

But now so it is and may it please this Honorable Court the said Condapah Moodelly Obstinately and wilfully Refuses to give Your Orator any Manner of Satisfaction

as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Condapah Moodely 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 Five hundred and forty five Pagodas and twenty One fanams 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 Condapah Moodelly to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court prefixed and Appointed then and there to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

20th April 1767

Chas Bromley
Attorney for the Complainant

This Bill was shewn to Me between the days of Adjournment let a Summons issue

Anth: Sadlier
Mayor

Know all Men by these presents, that I Cundapah Moodelee Coneycopley am held and firmly bound unto Mr Robert Dowsett of Cuddalore Merchant in the Penal Sum of One thousand and Ninety One Star Pagodas thirty Eight fanams to the payment whereof well and truly to be made to the said Mr Robert Dowsett his Heirs Executors, and Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents: In Witness whereof I have hereunto set my Hand and Seal in Cuddalore this Tenth day of April in the Year of our Lord One thousand Seven Hundred and Sixty Six

Whereas the above bound Condapah Moodelly hath borrowed and Received of the above named Mr Robert Dowsett the full and Just Sum of Five hundred and forty five Star Pagodas and Forty One fanams Payable on the 30th day of June Next

Now the Condition of this Obligation is such, that if the above bound Condapah Moodelly his Heirs, Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto Mr Robert Dowsett his heirs Executors, Administrators or Assigns the full and just Sum of Five hundred and Forty five Star Pagodas and Forty One fan^s on the Thirtieth day of June Next then this Obligation to be void and of no effect, otherwise to Continue in full force and Virtue

Signed, Sealed and Delivered where no Stampt Paper is to be head in the presence of

Will: Maitland
Singaree Ranganadah

Signed Cundapah Moodelly (L.S.) being first duly Interpreted

Mayor's Court at Madraspatnam

Tuesday the 1st day of March Anno Domini 1768

Present
Charles Smith Esquire Mayor
Reynold Adams & Arthur Cuthbert
& John Hollond Aldermen

(L.S.)

Mayor's Court

Between Robert Dowsett of Fort Saint Davids Esquire Complainant and Condapah Moodelly of the same place

The Defendant being in Court and Acknowledging the justness of the Complainants Demand. This Court doth therefore think fit to Order and Decree and Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five Hundred and Forty five Pagodas and twenty one fanams Pagodas 545.21 m/o together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

Decree

Read and filed 11th July 1767

To the Honble the Mayor & Court at Madrapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Christopher Macklin of Fort St George Merchant That Your Orator did on the twenty Eighth day of July in the Year of our Lord One thousand Seven hundred and Sixty five Ship on board of the Snow Patty George Dodwell Commander from the Port of Madrass bound to Sooloo Nine Chests of Opium on the Joint Account and Risque of Your Orator and George Moore of Calcutta Merchant for whom Your Orator acted as Attorney and went Consigned to George Dodwell the Commander aforementioned as appears by the Invoice and Bill of Lading here to annext for the inspection of this Honble Court by which said Invoice and Bills of Lading the said George Dodwell Your Orator sheweth took upon himself and did promise to sell the said Nine Chests of Opium to the best Advantage of Your Orator and the said George Dodwell freight and Commission as per Bills of Lading Your Orator further Sheweth that the said George Dodwell did by the aforementioned Invoice promise Your Orator that he would return unto Your Orator either the amount of the said Invoice or the Opium entrusted to him the said George Dodwells Charge by Your Orator as before setforth And Your Orator further sheweth unto this Honble Court that the said George Dodwell did some time in the Year One thousand Seven hundred and Sixty five Sail from this port of Madras to the Island of Sooloo having Your Orators Cargo on board as he believes at which said Place or Port of Sooloo the said George Dodwell arrived in the Patty Snow safe from whence the said George Dodwell departed and went to Batavia and from thence to Bencoolen or some other port or Place on the Island of Sumatra but the time when several Departures and Arrivalls happened Your Orator cannot particularly setforth as the said George Dodwell Neglected to apprize Your Orator with the Circumstances attending charge Your Orator further Sheweth unto this Honble Court that on the Arrival of the said George Dodwell at this Port of Madras he then being Owner and Commander of a Snow purchased at Bencoolen and the aforementioned Island of Sumatra the which Your Orator sheweth the said George Dodwell navigated from the said last mentioned place to Porto Novo or some other Port on this Coast of Coromandell to the said George Dodwell Your Orator further Sheweth that leaving the Patty Snow at some Port or place on the Island of Sumatra Your Orator applied to the said George Dodwell for an Account of the aforementioned Nine Chests of Opium that Your Orator Consigned to him Your Orator made this Application Answered Your Orator that he had Disposed of one of the Chests of Opium and left the Remaining Eight Chests at Bencoolen or some other port or Place on the Island of Sumatra for which said Eight Chests of Opium he had taken a Receipt from some Merchant there residing who would be responsible to Your Orator

for the same, Your Orator further sheweth that he did apply to the said George Dodwell for the Account regarding the Sales of the one Chest of Ophium said to be by him the said George Dodwell disposed of in Answer to which the said George Dodwell acquainted Your Orator that he had disposed of the said Chest of Ophium to Defray the Expences he had been at for the remaining Eight Chests of Ophium left by him at Bencoolen Your Orator further sheweth unto this Hon'ble Court that he did frequently and in an Amicable Manner requested of the said George Dodwell to give unto Your Orator a true and particular Account of these said Nine Chests of Ophium

But now so it is and may it please this Honorable Court the said George Dodwell obstinately and wilfully and wilfully refusing to give Your Orator the Account Sales of the said one Chest of Ophium said to be by him disposed of or the true reason of his leaving the said Eight Chests of Ophium other than pretending that the Expences Attending the Ophium had been defrayed by the sale of one of the said Chests what those Expences are and the Account Sales of the said one Chests of Ophium Your Orator expressly he cannot setforth as the said George Dodwell will not come to a true and particular Account of the same nor Acquaint Your Orator with the reason of his leaving Your Orators property on the Island of Island of Sumatra other than the said Snow Patty was Judged incapable of Performing her Voyage from the said Island to Madras though Your Orator sheweth that the said George Dodwell did purchase several Goods wares and Merchandize at Bencoolen aforementiontioned and the same did put and place on board of a Vessell which the said George Dodwell did purchase for that purpose and the same did bring under his Command to the Coast of Coromandell leaving Your Orators property at Bencoolen or some other port or place on Island of Sumatra without the Orders or directions of Your Orator and Contrary to the Engagements entred into by the said George Dodwell with Your Orator as appears by the Invoice before setforth To the end therefore that the said George Dodwell

Corporal Oath setforth and Discover whether he did not receive of Your Orator the aforementioned Nine Chests of Ophium upon the Terms and Conditions as Expressed and Declared in the Invoice and bills of Lading here to Annext & if not upon what other agreement the said Nine Chests of Ophium were delivered to the said George Dodwell by Your Orator whether the Copies of the Invoice & Bills of Lading are not the true Copies of those signed by him the said George Dodwell and whether the Original are of his own proper hand Writing and that he the said George Dodwell may Discover whether he hath or hath not Sold and disposed of the said Nine Chests of Ophium & to whom and to what Amount the time where and place where such Sales were made he may Particularly setforth and if not that he may discover & setforth whether any or what part of the said Nine Chests of Ophium he has disposed of and the remainder is Disposited and where and for what reason such remainder was left and by whose Authority the said George Dodwell came to leave such remainder part of Your Orators Effects and that he may further setforth & discover and true Account give what Charges and Expences he hath been at in the Management of Your Orator's Nine Chests of Ophium and whether he has not converted all or the greatest part of the amount Sales of Your Orator's Ophium to his own Use and also that he may true and perfect Answer make to all and Singular the matters and things herein before setforth and alledged as fully truly & Effectually to all intents & purposes as if the same were here again repeated & interrogated & be Decreed to pay unto Your Orator the whole amount of Your Orator's Invoice together with the Interest thereof to be Computed from such a day as this Hon'ble Court shall think Just and equitable or such other Decree as to this Hon'ble Court shall seem Meet with all Costs of this Suit — May it please this Hon'ble Court to cause the said George Dodwell to be Summoned & required by the Sheriff of Fort St George Town of Madraspatnam & the Districts thereof personally to be and appear before this Hon'ble Court at a certain time and place to be by this Hon'ble Court at a certain time & place to be by this Hon'ble Court prefixed & appointed then & there to stand to & abide by such Order & Decree therein as to this Hon'ble Court shall seem Meet

Invoice of four Chests of Rangapore Ophium Shipped by Christopher Macklin of Fort Saint George on board the Snow Patty George Dodwell Commander on the Proper Account and Risque of said Cristopher Macklin Also five Chests of Patna Ophium on the Proper Account and Risque of Mr George Moore of Calcutta and Goes Consigned with the said George Dodwell all said Ophium to be Sold by said George Dodwell to the best Advantage of the said Cristopher Macklin and George Moore, being Marked and Numberd as ℘ Margent Viz^t

R CM	Rangapore Ophium 4 Chests Viz^t	
	Lib^s	
No 1	104	
2	127½	
3	100	
4	124½	Mounds ℔
Neat	456 Lib^s or 18 " 6	
	@ 550 Rupees ℘ Cent ..... Prime Cost @ Bengal	2200
GM	Patna Ophium 5 Chests Viz^t	
No 5	118½	
6	116½	
7	124½	
8	123½	
9	131	Mounds ℔
Neat	614 Lib^s or 24 " 14	
	@ 650 Rupees ℘ Chest ..... Prime Cost @ Bengal	3250
	Rupees	5450

I Do hereby Acknowledge to have Received the above Nine Chests of Ophium and Also do Promise to Sell the said Ophium at the best Advantage and to send or bring Returns in Either Goods or Cash to the Amount Received for said Ophium to the said Christopher Macklin ℘ first Opertunity to Acting as well for George Moore as himself Freight and Commission is to be Ophium the Dangers of the Seas &c^a Excepted

George Dodwell

Fort St George
[illegible] 1765

Indorsed

To Captn George Dodwell

Sir

By this You are Authorised and Commissoned to sell the said Nine Chests of Ophium for Mr George Moore & Self at any Port or Place You may Proceed to, without Regarding the Price Mentioned in this Invoice, and to send or Bring in Return for said Amount in Either Cash or any Goods or Commodities as may Seem Meet to You for the Goods of the Owners As Witness my Hand in Fort St George this 28th day of July 1765

Chris^r Macklin

Shipped by the Grace of God in good Order and Condition by Christopher Macklin in and upon the Good Ship called the Patty Snow whereof is Master under God for this Present Voyage George Dodwell and now Riding at Anchor in the Road of Madras and by Gods Grace bound for Sooloo and the Ports in the Strieghts of Mallacca to say Nine Chests of Ophium Four of which Rungapore & five patna being Marked and Numbered as in the Margent and are to be delivered in the like good Order and Condition, at the aforesaid Port of Sooloo (the Danger of the Seas only Excepted) unto the said Captain George Dodwell or to his Assigns paying Freight for the said Goods at Eight ℘ Cent on the Sales and if not sold 15 Pagodas on the Patna and 10 ℘ on the Rungapore ℘ Chest with Primage and Avarage accustomed In Witness whereof the Master or Purser of the said Ship hath affirmed to three Bills of Lading all of this Tenor and Date the one of which three Bills being accomplished the other Two to stand void, & so God send the Good Ship to her desired Port in Safety Amen Dated in

R CM No 1 @ 4 Four Chests

CM No 5 @ 9 Five Chests

Fort

Fort St George 29th July 1765

George Dodwell

Read and filed 4th Augt 1767

The Answer of George Dodwell late Commander of the Snow Patty but now Comm. of the Snow Friends Defendant to the Bill of Complaint of Christopher Macklin of Fort Saint George Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit & Advantage of Exception to the many Errors Uncertainties Insufficiencies & Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially Concern him to make Answer unto He Answers & and Saith that he Admits that the Complainant did on or about the time in his said Bill mentioned Ship on Board the Snow Patty of which this Defendant was Commander Nine Chests of Ophium but not as this Defendant believes on the Joint Account and Risque of the Complainant and George Moore as in the Complainants Bill is set forth for this Defendant saith that it appears by the Invoice thereof that four Chests thereof which Appears to be Rangapore Ophium was Shipped by the Complainant on his the Complainants Account & Risque and that the Remaining five Chests which appears to be Patna Ophium were on the Account & Risque of the said George Moore & that it appears the Complt and the said George Moore had Separate and not Joint properties therein & this defendant Admits that the said Ophium was Consigned to him this defendant But He denies that He did by the Invoice & Bill of Lading thereof take upon himself & promise & did not Agree to Sell the said Ophium to the Best Advantage of the Complainant and the said George Moore or that he this Defendant did by the said Invoice promis the Complainant that He would return unto him the Complainant either the Amount of the said Invoice or the said Ophium on the Contrary this Defendant Saith that no such Agreement Undertaking or promise appear either in the said Invoice or Bill of Lading But this Defendant Saith that he believes He did either Under or on the back of the said Invoice or Bill of Lading or some other Paper promise to return either the Amount of what He Might Dispose of the said Ophium for or the Ophium "the Dangers of the Seas &c." Excepted, which will appear upon reference had to what is annexed to the said Bill of Complaint as a Copy of such Writing or promise which Undertaking this Defendant fulfilled as far as the power and Authority Vested in him would permit him to do And this Defendant further Saith that in Company with his said Undertaking and by way of fulfilling on an Acting according to the Intention of the Complainant in the said Consignment this Defendant did Several times Expose & Offer the said Nine Chests of Ophium to sell at Sooloo And with Great Difficulty He did Dispose of One of them the Account Sales whereof is hereunto annexed for the Inspection of this Hon̄ble Court And which this Defendant prays may be Admitted as part of this his Answer which said Chest of Ophium which this Defendant did so as aforesaid Dispose of was so Old and Dry that Several Days after this Defendant had so Sold it the person to whom He sold it Carried it to the House in which this Defendant then lived and Requested Him to take it back again but which He declined doing And this Defendant did also several times Expose the said other Eight Chests of Ophium to sale but no body would buy them or any of them nor Offer any Price whatsoever for them & therefore it was not in this Defendants power to Dispose of any more of the said Ophium than the said One Chest And this Defendant further Saith that the said Snow Patty was not in a Capacity to proceed from

Bencoolen

Bencoolen to Madras as will appear by a Certificate made on a Survay of the
there in this Defendants Custody and ready to be produced when Required
And this Defendant having No Power or Authority whatsoever to Freight
the said Goods on any other Ship or Vessell Consequently if he had done so &
any Accid.t had happend to the same this Defendant Conceives he would in
that Case have been Obliged to make it good as it would have been taking a
Risque upon himself which He had no right power or Authority to do and
no Person having Liberty to Dispose of Ophium at Bencoolen Except the Honble
Company as this Defendant was Informed He this Defendant was therefore
Obliged to leave the said Eight Chests of Opheum there And as no body but the
Company has the Liberty to Disposing of Opheum there this Defendant was
Obliged to put in One of the Company's Godowns as is Customary to prevent
private People from Disposing of it and which is to be Delivered when it is
to be Exported on which Account Mr. James Jubb Master Attendant there
who is this Defendants Attorney gave this Defendant a Receipt for it which
is in this Defendants Custody and ready to be produced to this Honble
Court when required with which Circumstances He this Defendant
Acquainted the Complainant Notwithstanding what he Hath in his said
Bill of Compliant Alledged to the Contrary And this Defendant further
Saith that what was Wrote Under or Indorsed by this Defendant upon the
said Invoice or Bill of Lading or other Paper as aforesaid was only by him
looked upon in the Nature of a Receipt for the said Opheum and that all
the Intent and meaning of what He so Signed and of the said Invoice
and Bill of Lading and the Complainants Instructions on the Back
of the said Invoice which said Invoice and Instructions were all the
Instructions this Defendant received Relating to the said Opheum for the
Complainant never gave this Defendant the Bill of Lading as he Conceives
He ought to have Done as the said Opheum was Consigned to
him & was only that this Defendant should do his best for the good
of the Owners according to the Instructions which the Complainant
gave this Defendant on the back of the said Invoice which this Defendant has
Complyed with as far as He is Opinion He was Authorized to do of which this
Defendant hopes this Honble Court will be Convinced by What is above Sett forth
Besides what is in the said Bill of Loding mentioned regarding the Freight
of the said Opheum, Viz.t paying Freight for the said Goods at Eight p.r Cent on
the Sales and if not Sold fifteen Pagodas on the Patna and Ten Pagodas on the
Rungapore p.r Chests Conveys an Idea that it was in this Case as well as in
most other Consignments Doubtfull whether this Defendant should be able
to Dispose of the said Opheum or not And this Defendant further Saith that
He denies that He did Neglect or refuse to Apprize the Complainant with
the Circumstances Attending the Complainants property so Intrusted
with this Defendant as aforesaid as is Set forth in the said Bill of
Compliant on the Contrary this Defendant Saith that the Circumstances
and papers Relating to the said Opheum were Communicated and Shewn
to the Complainant by Mr. John De Ivies as will appear by his the said
John De Ivies's Bill to this Defendant in this Defendants Custody and ready
to be produced to this Honble Court when required And this Defendant
also denies that he ever told the Complainant that he had disposed of
the said One Chest of Opheum to defray the Expences he had been at for the
Remaining Eight Chests left at Bencoolen as is most Unjustly Alledged
in the said Bill of Complaint And this Defendant also denies that he
ever refused to give the Complainant the Amount Sales of the said One
Chest of Opheum so by him disposed of as aforesaid or the true Reason
of his leaving the said Eight Chests of Opheum at Bencoolen as is
also most Unjustly Set forth and Alledged in the said Bill of
Complaint on the Contrary this Defendant Saith that He did on the
Seventeenth Day of July in the Present Year of our Lord One Thousand
Seven hundred and Sixty Seven send the Account Sales of the said Chest of

Opium which this Defendant did so as aforesaid Dispose of for the Compltt
of which the Copy hereunto annexed is a true Copy unto the Complainant together
with the Ballance thereof which is Sixty Seven Spanish Dollars, making
at fifteen Dollars and One Eight for Ten Pagodas being the Exchange on
that Day the Sum of Forty four Pagodas or thereabouts and Under the said
Account Sales this Defendant Acquainted the Complainant with the said
Eight Chests of Opium being left at Bencoolen and also with whom they
were left and for what reasons He so left them at the same time Acquainting
the Complainant that He this Defendant Sent him the said Mr Subbs
Receipt for the same which said Account Sales and Letter thereunto
written after the Complainant had Perused He sent it to his Attor-
ney Mr Bramley who perused and afterwards returned it and
refused to Accept of the said Ballance or the said Mr Subbs Receipt
which Circumstances this Defendant humbly hopes will be Suf-
ficient to Convince this Honble Court of the Injustice of the Com-
plainants said Assertions regarding the said Opium and what little
right He has to Charge this Defendant in the manner he has done in his
said Bill of Complaint And in Order further to Convince this Honble
Court that this Defendant Used his Endeavours to Dispose of the
Complainants said Opium and that it was not in his power so to do
this Defendant Saith that before his this Defendants Departure from
Madras on the said Voyage He Purchased from the Complainant
four Chests of the Best of the Opium which the Complainant had then
in his Custody either of his own or the said George Moore's three of which
Chests this Defendant could not Dispose of hand And he was therefore
Obliged to Freight them on Board the Success Snow Captain Read
Commander to whom and to Mr Edward Coles Supr Cargo of the
Said Snow He Consigned them to See if they Could Dispose of them
for this Defendant at any of the Places which they might touch at

by a Duplicate of this the said Mr Coles Letter to this Defendant dated at
Fort Marlbro the first September One thousand Seven hundred and Sixty Six
appears that they could not Dispose of them And by another Letter from
the said Mr Edward Coles dated at Fort Marlbro the fifteenth September
One thousand Seven hundred and Sixty Six to Mr Gelis Holloway with
the said four Chests of Opium it will plainly appear how Difficult it
was to Dispose of that Commodity which said Letters are in this Defendants
Custody and ready to be produced to this Honble Court when Required that this
Defendant humbly begs leave to refer to the Judgement of this Honorable Court
what time the Opium must have been in hand to be Invoiced also high
a Price a Bengal as it is well known that Article in its best perfection never
bore so great a Price since the Years One thousand Seven hundred and
Sixty three and One thousand Seven hundred and Sixty four Consequen-
tly that the Disposal of it has been and will be Attended with greast
Difficulty And this Defendant begs leave to Inform this Honble Court
that the Complainant never made any Demand of the said Opium on this
Defendant nor ever Acquainted this Defendant with his Intentions to
Exhibit a Bill of Complaint against him which proceedings this Defen-
dant looks upon to be Illegal and Unwarrantable and hopes this
Honble Court will be pleased to take it into Consideration and make
such Order about it as to them shall seem Meet

All which Matters and things this Defendant is ready
and Willing to Verify maintain and prove in such Manner and
form as this Honble Court shall direct and most humbly prays to be
Hence Dismissed with his reasonable Costs and Charges in this be-
half most Wrongfully Sustained

Sworn before Me
this 4th August 1768
Anth Sadlier
Mayor

George Dodwell
John Sykes
Atty for the Defr

Fort St. George 17th July 1767

Account Sales of a Chest of Ophium Sold

at Sooloo Belonging to Mr. Christopher Mackling of Madras

1768 January 19th One Chest of Ophium Marked CM Spanish Dollars ..... 100 " "

Charges

Cooley hire &c.a	2 " "	
Freight and Commission on 100 Dollars	10 " "	
		12 " "
Neat Amount Sale Spanish Dollars		88 " "

Charges of Merchandizes on Eight other Chests Delivered into the Companies Godown at Bencoolen being the remaining part of his Consignment to Me Viz.t

Boat and Cooley hire &c.a at Sooloo for the 8 Chests Spa D.		
Importing and Exporting	6 " "	
Do. ..... Do. ..... at Batavia	4 " "	
Reparing the Chests	2 " "	
Boat hire from Pulo Bay to Fort Marbro	8 " "	
Coole hire at Fort Marbro	1 " "	
		21 " "
Ballance due Span.s Dollrs		67 " "

Errors Excepted

Sir

Aaboove is the Account Sale of the Chest of Ophium Disposd of at Sooloo on Your account The remaining Eight Chests having been left in the Company's Godown at Bencoolen no Person Choosing to purchase it.

p Bearer I send You the Ballance due You being

Sixty Seven Spanish Dollars (Spa. Dollrs. 67) Es. of this Day being 15/8 Spanish Dollrs. p 10 Pagodas, upon Receipt of which You will please to return to me the Bill of Lading.

You likewise Receive p Bearer Mr. Jubb's Receipt for the 8 Chests left at Bencoolen.

The Reasons for their being left at Bencoolen you Cannot be Unacquainted with the Vessell not being in a Consideration to bering it here, any not being Authorized to Fright it on another

George Dodwell

Read and filed Sept.r 1st 1767

The Replication of Christopher Mackelin to the Answer of George Dodwell

The said Repliant saving and Reserving to himself now and at all times hereafter, all and all manner of Advantage & Benefit of Exception to the many Errors Uncertainties and insufficiences of the Defendants said Answer for Replication thereunto saith that the Nine Chests of Ophium Shippd on board of the Patty Snow under the Care and Management of the said Defendant, though appearing to be a Seperate Property yet as the said several Chests were Shipped by the Replyant and as the Replyant had agreed with the said Mr. George Moore for whom the Replyant then Acted as his Attorney, concerning the Sales of the said Ophium, the said Defendant, the Replyant apprehends, must be Accountable to him the Replyant gave the said Chests of Ophium to the Defendant who accepted of the same as received of the Replyant and to whom he Signed and gave Bills of Lading.

The Replyant further Says in Reply to that part of the Defendant's Answer wherein he denies that he did by the Invoice

and Bill of Lading take upon himself and promise to sell the said
Nine Chests of Ophium to the best Advantage of the Complainant and
George Moore or that he would return unto the Complainant the Ophium
or the Amount thereof but on the Contrary admits he might have
Signed some paper to that or the like Effect and that he the Defendant
complied with the Tenor thereof as far as his Authority that was by the
Replyant vested in him for that he did Offer to Sale the said Nine Chests
of Ophium and Sold only one and that finding the Tally Trade which
he then Commanded so very Unfit to proceed from Bencoolen to
Madras that he was Obliged to leave her there together with Eight
Chests of Ophium that the Replyant had given into his Custody
such Ophium being left there because the said Defendant saith
that he had no Orders to run any further Risque, which if he had
done the Defendant apprehended in Case of Accident he was obliged
to make it good, in Reply thereto the Replyant saith that from the
Tenor of the Bills of Lading it appears that these Nine Chests
of Ophium were Consigned to the Care and Management of the said
George Dodwell the Defendant upon such terms and Conditions as is
therein mentioned, and thereby the said Defendant upon his receiving
the said Ophium became Responsible to the Replyant as a Factor or
Agent for the Replyant he the said Defendant receiving a Gratuity
or Commission for Such his trouble Exclusive of his Freight as appears by
by the Invoice under his the Defendants own hand Writing, by which
said Writing the said Defendant had No Authority to leave the
Replyants Ophium at Bencoolen for the said Defendant hath in
his own Words and by himself Wrote, devested himself of any
discretionary power, for the Defendant Says "I Promise to return
either the Amount, remaining the Amount of the Invoice, or the
Ophium the Dangers of the Seas &c.ª excepted" Singned George Dodwell
whereby the said Defendant as the said Replyant humbly conceives, ought
to have Shipped the remaining part of the said Ophium upon the first Ship
or Ships that should have Sailed from Bencoolen to Madras or some other
port in India on Account of the Replyant and that in Case of any accident
happening by Sea &c.ª then the Replyant would have been obliged to stand
to such Accident, but as the Defendant had purchased a Vessell at Bencoolen
upon his own Account and there freighted her to Madras and proceeded
to such Place and there arrived safe without the Replyants property that
the same is a Manifest breach of his Engagement with the Replyant
and therefore consistent with the Usage and Custom of Merchants
with their Agents and Factors, the said Defendant ought to be Re-
sponsible to the Replyant for the Amount of the Ophium, first allowing
all reasonable Charges &c.ª as appears by Reports of Adjudged Cases
thereon, wherein it is expressly mentioned that a bare Commission to Sell
does not empower the Factor to trust any person and that he is Obliged
to return the Commodity to his Employer or bring the Money received
for it, this exactly agreeing with the Tenor of the Invoice and the Indorse-
ment thereon, makes the Action of the Defendant in leaving the Ophium
at Bencoolen, an Express opposition to his Engagement and Subject,
to make good to the Replyant the Amount of the Invoice, or such other
Relief as to this Hon.ble Court may seem Meet, the Replyant further
begs leave to observe that as the Defendant could Freight on his own
Account and others sundry Goods and Merchandize, it is possible to
suppose that the Defendant might have Freighted the Ophium
entrusted to his Care, by the said Replyant and this he Ought to
have Done as being his first Consideration for as the Replyant was
to run the Dangers of the Sea &c.ª the Defendant had no Reason to

leave the Ophium at Boncoolen, as the said Invoice and Bills of Lading do not give such an Authority, therefore the Plea of the Defendant the Replyant humbly conceives, is not of force Sufficient to disengage the Defendant as being the Replyants Agent or Factor, from becoming Responsible in such Manner as this Honorable Court shall think proper

The Replyant also saith that to the best of his Knowledge he never received any Letter from the Defendant or other Advice from the time of his departure from Madras to his Arrival here and further does insist that the Defendant did tell unto him the Replyant that he had disposed of one of the Chests of Opheum to defray the Expences of the remainder Eight Chests, and also the said Defendant did put off the Replyant with frivolous Excuses, when the Accounts of the Opheum were demanded, which occasioned the Replyant to file his Bill of Complaint against the Defendant for a true and perfect Account of his Agency relative to the Replyants property, after the said Bill of Complaint was filed, and before the appearance of him the Defendant in this Honble Court, the said Defendant did send the Accounts to the said Replyant which said Accounts the Replyant rejected both as to the Charges and price of the Opheum sold and the leaving of the Eight Chests at Boncoolen such acting and doing of the Defendant the Replyant knowing it was inconsistent with the Nature of the Consignment and therefore thought it Necessary to leave it to the Judgment of this Honble Court

All which Matters and things the said Replyant is ready and willing to verify, maitain and prove in Such manner and form as this Honble Court shall direct and humbly

Prays as in and by his said Bill of Complaint he hath already Prayed

Chas Bromley
Attorney for the Replyant

Read & filed
8th September 1767

The Rejoinder of George Dodwell

Defendant to the Replication of Christopher Macklin 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 Unthruths Uncertainties Insufficiencies Imperfections and Inconsistencies in the said Replication contained saith that all and Singular the Matters and things in this Defendants Answer Setforth are certain true and Sufficient in the law to be Replied unto in such manner and form as the are therein Alledged and Setforth and that the said Replication is very Untrue and Evasive And this Defendant further saith that the Replyant by what is setforth in his said Replication seems to be Convinced of his Error in Setting forth in his Bill of Complaint that He Shiped the Nine Chests of Opheum in Question on Board the Patty on the Joint Account and Risque of himself and George Moore, And With Regard to what the Repliant Says about this Defendants being Accountable to him this Defendant Saith that He has given the Repliant all the Account in his Power about it and as much as He Conceives the Replyant has any Right to Demand for which and for the other Reasons Setforth in this Defendants Answer He looks

when

upon the said Action Unjustifyable and such as the Replyant had neither any right nor reason to Commence, And this Defendant further saith that He denies that he ever promised to return the Amount of the said Invoice or the said Ophium to the Replyant but Saith that he believes He did promise to return the Amount of what He might Dispose of the said Ophium for or the said Ophium the Dangers of the Seas &c.ª Excepted as setforth in this Defendant's said Answer which Undertaking this Defendant Conceives Includes every Accident that might happen of which what did happen to the Pally was one and must certainly come Under that Denomination and Consequently Disengage this Defendant from the said Undertaking, And this Defendant humbly Insists that He hath Complyed with the said Undertaking as far as the Power or Authority Vested in him would Admit him to do and according to the Nature and purport either of the said Undertaking or of any Bill of Lading And this Defendant Saith that the Meaning of the said Undertaking of returning the Amount of the said Ophium the Dangers of the Seas &c.ª Excepted was not the Amount of the Invoice there of but the Amount of what the same might be Sold for as aforesaid nor can this Defendants meaning to be as Setforth in his said Replication about the said Undertaking, And this Defendant denies that he had any right Power or Authority whatsoever to Ship the said Ophium on Board any other Vessell as is Alledged in the said Replication or that he could have done so without being Answerable for the Consequence or Accidents which might have Attended the same And this Defendant further saith that He doth not Imagine that because he had Purchased a Vessell He was Under the least Necessity of taking any Particular Persons Goods on board the same therefore what the Replyant hath in his said Replication Setforth about this Defendants having Purchas a Vessell &c.ª is a mere Evasion and cannot as this Defendant Conceives

have the least Weight in the present Case, And this Defendant further saith that He is Entirely at a Loss to know what the said Replyant means in that part of his Replication wherein He Says that this Defendants proceeding in his own Vessell to Madras without the Replyants property is a Manifest with the Usage and Custom of Merchants with their Agents & Factors & that this Defendant ought to be Responsible for Complying with such Customs This Defendant Saith that the said Assertion is a very Strange One for this Defendant apprehends that Things which are done Agreeable to the Usage and Customs of Merchants are Just and Honorable and such as need no Innovation Therefore this Defendant is of Opinion that the Replyants Sole Aim in making such Assertions must be to perplex and perplex the Suit as this Defendant cannot See the least reason for such Assertions And this Defendant further Saith that he Conceives what the Replyt mentions of the Reports of Adjudged Cases is not in the least Applicable to the Present Case for this was not a bare Commission to Sell but to do the best He could for the good of the Owners which this Defendant has done as will appear by what is before and in his said Answer Setforth And this Defendant further Saith that He is also at a Loss to find out the said Replyants meaning in that Part of his Replication wherein He Says "it is possible to Suppose that the Defendant might have freighted the Ophium Intrusted to his care by the said Replyant, and this He ought to have done as being his first Consideration for as the Replyant was to run the Dangers of the Sea &c.ª the Defendant had no Reason to leave the Ophium at Benevolent For this Defendant Saith every thing is possible to be Supposed or Imagined And therefore it is very Strange that the Replyant should Assert that it is Possible to Suppose this Defendant might have freighted the said Ophium for Supposition is out of the Case the Question is what

To Captain George Dodwell

Sir

By this You Are Authorized and Commissioned to Sell the said Nine Chests of Oppium, for Mr. George Moored & Sell, at any Port or Place You may Proceed, to without Regarding the Price Mentioned in this Invoice, and to send or bring in Return for said Amount in Either Cash or any Goods or Commidities, as may Seem Meet to You, for the Goods of the Owners, As Witness my hand in Fort St George this 28th Day of July 1765.

Chris.r Macklin

Shipped by the Grace of God, in Good Order and Condition, by Christopher Macklin in and upon the good Ship called the Patty Snow whereof is Master under god for this present Voyage, George Dodwell and now Riding at Anchor in the Road of Madras and by Gods Grace bound for Sooloo and the ports in the Strieghts of Malacca to Say, Nine Chests of Ophium Four of which Rungapore and five patna being marked and numbered as in the Margent, and are to be delivered in the like good Order and Condition, at the aforesaid port of Sooloo (the Danger of the Seas only excepted) unto the said Captain George Dodwell or to his Assigns paying Freight for the said Goods at Eight p Cent on the Sales & if not Sold 15 Pag.s on the patna & 10 p.s on the Rungapore p Cent with Primage and Avarage accustom'd In Witness whereof the Master or Purser of the said Ship hath affirmed to three Bills of Lading, all of this Tenor and Dated, the Own of which three Bills being Accomplished, the other two to stand void And so god send, the good Ship to her desired Port in Safety Amen

R
CM
N 1 @ Four Chests
CM
N 5 @ 9 Five Chests

Dated in Fort St George 29th July 1765.

George Dodwell

Interrogatories to be Adminstered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Christopher Macklin is Complainant and George Dodwell is Defendant

To all the Witnesses — 1st Do You know the parties Complainant and Defendant in this Cause, If Yea how long have You know them Or either and which of them Declare

To Eyadey — 2 Did You or did You not at any time in or about the Month of July in the Present Year of Our Lord One thousand Seven hundred and Sixty Seven carry the amount Sales or any letter Paper or memorandum And any Sum of Money to the Complainant relating to any Ophium which the Defendant Sold for the Complainant, If Yea, what was the purport of the Paper which You so Carried and how much money did You so carry and when and by whose Orders? Did You or did You not Deliver or Offer the said Paper and the said Money to the Complainant you so carried the same, If Yea ~~did or~~ did not the Complainant receive the said Paper and the said Money or either and which of them? And did He or did He not peruse the said Paper? that Answer did He give You thereto Or what did he say about the said Money or the said Matters? Did You or did Not shew the said Account Sales or paper and Offer the said Money to Mr. Bromley, If Yea by whose Order did You so shew and Offer the same And what did Mr. Bromley Say about them? The whole of these Matters according to the best of Your Knowledge Remembrance Information & belief fully and particularly Declare

To Trevengadom 3 Was You or was You not present when the Summons in this Cause was Served upon or shewn to the Defendant, If Yea when

was the same so served or shewn to the Defendant and on what Day in particular? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the reasons of such Your belief fully and particulary Declare.

To all the Witnesses — 4th — Do You know of any other Matter or thing or have You heard or can You setforth any thing touchin the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendant, If Yea Declare the Same as You know have been Informed or do believe with the reasons of such Your belief as fully as if You had been thereunto particularly Interrogated.

John Sykes
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Christopher Macklin of Fort St George Complainant, and George Dodwell Defendant

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

Eyadey of Madras a Conicoply Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 19th day of October 1767 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Conocapah 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 hath known the Complainant 10 Years, and the Defendant 3 Years or thereabouts.

2d — To the second Interrogatory this Deponent saith that he did on the

17th of July las, carry by the Orders of the Defendant Captain Dodwell an Account Sale of Opheum, with a Paper in it, and likewise forty four Pagodas, twelve fanams, thirty nine Cash to the Complainant who took the said Account from him, and having perused it, said, he would not receive the money there being a great differance in the Accounts: desiring this Deponent to go to Mr Bromley and Shewn him the said Account Sale — That he went to his Master first & acquainted him with what the Complainant had said, whose Peon being with him, he went afterwards to Mr Bromley, and met him in the way to his house that Mr Bromley took and perused the Account and then told the Complainant's Peon who was with the Deponent, to desire his Master would not receive the money, there being a great difference in the Accounts. This Deponent then carried the Account Sale and delivered back to his Master the Defendant more he deposeth not to this or to the last Interrogatory.

Henry Crawford
Examr

Mayor's Court at Madraspatnam

Between Christopher Macklin of Fort Saint George Complainant and George Dodwell of the same place Defendant

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

Trevengadum of Madras a Dubash Aged 25 Years or thereabouts being produced as a Witness in this Cause on the part of the [illegible] the 17th day of October 1767 shewn at the Office of [illegible] me Coffrys to go to her Assistance that on the 20th of November by means of this Additional Stregth they hauled the Ship a Shore on a Bank of Soft Sand, and after properly Securing her, having had no more than 14 Men which was all that could be procured from the Different Vessells, and tho' there was Boats to spare, Yet as neither

to Command them, they acted as they thought proper, and did not afford half the Assistance they might have done however they got all the over it, together with such of her Cargo as could be got at part of her Stores and Rigging Remaining in the Ship, & the other part Hauled upon the Beach Opposite the Godowns, Several Laskars being Encouraged to it, Entered into the Companys Service & the different Vessells in the Road, the Companys Treasury being so much Exhausted that they would not grant a Sufficient Sum to pay their Wages and the Weather being so Boisterous and Rainy Prevented the getting together Materials to Build a Godown, so that in spite of the best Endeavours we are apprehensive that several of her Stores Rigging &c.a is Embezzled and otherways Damaged, that some heavy Goods Viz.t Sago Cowries, Black Wood, and 6 Carriage Guns belonging to the Company together with such things as could not float must at Least for the present be Lost to the Owners, and the said George Dodwell and William Godfrey, do hereby further Certify and declare that they have taken all the Precautionary Steps which in their Opinions was most proper or would most Conduce towards the Security of the Ship and Cargo, notwithstanding which they found several Casks of Arracks belonging to Different people Bilged & entirely Spoilt & are apprehensive that a Considerable part more of her Cargo and Stores must inevitably suffer, the little Assistance the place could afford being taken away the Coffries having Returned to Fort Marlbro being Ordered to Assist only in Hauling the Ship a Shore, the Long Boats Ordered back by the Mariner Pay Master, and to Compleat the Disappointments the Ships Company finding they could Walk a Shore from the Ship were under very little Command Severals of whom left the Ship and went to Marlbro without leave where they Remained under Pretence of Sickness, the Commanding Officers of the Different Vessells then in Poole Bay, do hereby declare

Most Proper to be taken in the then Present Situation of the Ship, as before Related, and they gave it as their Opinions that there was but one left that had any Probability in it of saving the Ship & Cargo and that was to Haul her on Shore, Given under our hands this 3 day of December 1766.

William Godfrey
George Dodwell
John Peters
John Smith

Sir

Captain Payton is come down but has got no Order Concerning any Godowns, the Coffres was on board one Day and half then was all Ordered up to Marlbro, and so they all left the Ship, I have Spared no pains, nor trouble that I thought would be anyways advantageous towards the saving Ship and Cargo According to Your desire, I have hauled the Ship into 3 fathoms and 1/4 Water there is no Orders Concerning any people from the Shore to Assist us, the Quantity of Water that is now in her hold for the want of people to keep her free, has given her so much hul that it is now almost impossible to get any thing out of the Hold there is but 2 Boats in the Bay 1 of which is on shore, and the other loading the Diligence with Satt I wish you could but come down and see the Condition we are in ourselves and Ship is one Scene of Distress all the Assistance that I see we are likely to have her will not get a Leagure out of the hold, and before more help can come the Ship will be sunk, the advice of all the the Gentlemen here is to get her on Shore as fast as possible but as You have given me Orders about it dont know how to proceed our own Longboat I shall Employ in Carrying the Rigging on Shore, the people has now been out of Ghee these 15 Days and I nothing to Eat but Seago these 5 Days

I am Sir
Your Most Obed.t Serv.t
Will.m Godfrey

NB If You cannot come down Yourself should be Glad You'd get an Order ab.t the Godowns

to Command them, they acted as they thought proper, and did not afford half the Assistance they might have done however they got all the over it, together with such of her Cargo as could be got at part of her Stores and Rigging Remaining in the Ship, & the other part Hauled upon the Beach Opposite the Godowns, Several Laskars being Encouraged to it, Entered into the Companys Service & the different Vessells in the Road, the Companys Treasury being so much Exhausted that they would not grant a Sufficient Sum to pay their Wages and the Weather being so Boisterous and Rainy Prevented the getting together Materials to Build a Godown, so that in spite of the best Endeavours we are apprehensive that several of her Stores Rigging &c.a is Embezzled and otherways Damaged, that some heavy Goods Viz.t Sago Cowries, Black Wood, and 6 Carriage Guns belonging to the Company together with such things as could not float must at Least for the present be Lost to the Owners, and the said George Dodwell and William Godfrey, do hereby further Certify and declare that they have taken all the Precautionary Steps which in their Opinions was most proper or would most Conduce towards the Security of the Ship and Cargo, notwithstanding which they found several Casks of Arracks belonging to Different people Bilged & entirely Spoilt & are apprehensive that a Considerable part more of her Cargo and Stores must inevitably suffer, the little Assistance the place could afford being taken away the Coffries having Returned to Fort Marlbro being Ordered to Assist only in Hauling the Ship a Shore, the Long Boats Ordered back by the Mariner Pay Master, and to Compleat the Disappointments the Ships Company finding they could Walk a Shore from the Ship were under very little Command Severals of whom left the Ship and went to Marlbro without leave where they Remained under Pretence of Sickness, the Commanding Officers of the Different Vessells then in Poole Bay, do hereby declare

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George Dodwell
John Peters
John Smith

Sir

Captain Payton is come down but has got no Order Concerning any Godowns, the Coffres was on board one Day and half then was all Ordered up to Marlbro, and so they all left the Ship, I have Spared no pains, nor trouble that I thought would be anyways advantageous towards the saving Ship and Cargo According to Your desire, I have hauled the Ship into 3 fathoms and 1/4 Water there is no Orders Concerning any people from the Shore to Assist us, the Quantity of Water that is now in her hold for the want of people to keep her free, has given her so much hul that it is now almost impossible to get any thing out of the Hold there is but 2 Boats in the Bay 1 of which is on shore, and the other loading the Diligence with Salt I wish you could but come down and see the Condition we are in ourselves and Ship is one Scene of Distress all the Assistance that I see we are likely to have her will not get a Leagure out of the hold, and before more help can come the Ship will be sunk, the advice of all the the Gentlemen here is to get her on Shore as fast as possible but as You have given me Orders about it dont know how to proceed our own Longboat I shall Employ in Carrying the Rigging on Shore, the people has now been out of Ghee these 15 Days and I nothing to Eat but Seago these 5 Days

I am Sir
Your Most Obed.t Serv.t
Will.m Godfrey

NB If You cannot come down Yourself should be Glad You'd get an Order ab.t the Godowns

Sir

Since my last ℔ L Boat we have been in the Greatest Distress our people are all Sick but 15 and we have Sprung a fresh leak within these 3 Days and with all we are able to do she now gains upon us I have got a few Men from the Shore to get the Dry goods up out of the hold lent Really think she will not swim untill to Morrow Night without more Assistance should be glad You'd Send us the Caulker having only 1 Pump that will work and some Coffres to work otherways she must be Run on Shore to save her Cargo there is now 4 foot and 7 Inches water in her we have no boat to Weigh our anchor nor Grapling nor none to be had in the Bay there is Plenty of men and boats in the Bay but will give us no Assistance without Orders

Iam Sir
Your Most Obedient Servant
William Godfrey

Received March the 20th from Captain George Dodwell five Chest Marked GM belonging to Mr George Moore of Calcutta and three Chest Marked CM belonging to Mr Christopher Macklin of Madrass, Contents unknown

James Tubb

Sir

I return to You the Papers Concerning Mr Macklin's Ophium having shewn them to him and to Mr Bromley likewise, but he seems to think that you was Obligated to have brought the Opium with you back

Iam Sir
Your Most Obedient Servt
John De Fries

Wednesday Noon
To Captn Dodwell

Fort St George 17th July 1767

Account Sales of a Chest Ophium Sold at Sooloo belonging to Mr Christopher Macklin of Madrass

1766 January 19th	One Chest of Ophium Marked CM	Span Drs	100 " "

Charges

Cooley hire &ca	2 " "	
Freight and Commission on 100 Dollars	10 " "	12 " "
Neat Amount Sale Spanish Dollrs		88 "

Charges of Merchandize on Eight other Chests Delivered into the Companies Godowns at Bencoolen being the Remaining part of his Consignment to Mr Vizt

Boat and Cooley hire &ca at Sooloo for the 8 Chests Importing and Exporting	Spn Drs 6
Do Do at Batavia	4 "
Repairing the Chests	2 "

Brought Over	12 " "	88 " "
Boat hire from Pulo Bay to Fort Marlbro	8 " "	
Cooley hire at Fort Marlbro	1 " "	21 " "
Ballance due Span Drs		67 " "

Errors Excepted

Sir

Above is the Account Sale of the Chest of Ophium Disposed of at Sooloo on Your Account The Remaining Eight Chests having been left in the Companys Godown at Bencoolen no person Choosing to purchase

Bearer I send You the Ballance due you being Sixty Seven Spanish Dollrs (Spa Drs 67) Exd of this day being @ 15/8 Span Dollrs & 10 Pags Upon Receipt of which You will please to Return to me the Bill of Lading

You likewise Receive & Bearer Mr Jubbs Receipt for the 8 Chests left at Bencoolen

The Reasons for their being left at Bencoolen You cannot be Unacquainted with, the Vessel not being in a Condition to bring it here, And my not being Authorized to Freight it on another

George Dodwell

William Godfrey late Chief Mate of the Ship Patty Captain George Dodwell Commander maketh Oath and Saith That the said Captain George Dodwell (as this Deponent hath been Informed) Hand Sundry Chests of Ophium on board the said Ship being the property of Mr

one of the said Chests of Ophium which the Purchasers after having in their Possession some time brought Back Insisting upon said George Dodwells taking it back again which he Refused to Do. And this Deponent further Saith That whilst the said Ship lay at Batavia a Gentleman came on board and Examined several other Chests of Ophium Marked CM and CM who said they were Dry and good for nothing and that therefore he could not Purchase them

Sworn at Fort St George this Twelveth Day of August in the Year of our Lord One thousand Seven hundred and Sixty Seven before Me

William Godfrey

Anth Sadlier
Mayor

Mayor's Court at Madraspatnam

Tuesday the 1 Day of March Anno Domini 1768

Present

Charles Smith Esquire Mayor
Reynold Adams — Arthur Cuthbert
& John Hollond — Aldermen

L.S.

Mayor's Court

Between Christopher Machlin of Fort Saint George Merchant Complainant and George Dodwell Commander of the Snow Patty defendant

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading

of Lading Annexed the Defendants Answer with a Copy of an Acct Sale and Letter annexed the Replication the Rejoinder, Two Exhibits on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant, Ten Exhibits on the part of the Defendant, on hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Defendant had no Authority to leave the Complainants Opium at Fort Marlbro or any other place, but that he should have complied with his Engagements to the Complainant either to Deliver the Opium or the produce thereof to the Complainant and as he was Authorized by the Complainants Instructions either to bring or send the opium, or the produce thereof, it was his Duty to have done so The Court are therefore of Opinion that the Defendant should make good the Complainant the Value of the Opium But it Appearing to be very highly Invoiced, as the Chest of Rangapore Opium which was sold at Soolo only produced 100 Dollars This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay the Complainant for the four Chests of Rangapore Opium the Sum of 100 Dollars each and for the five Chests of Patnah Opium in proportion to the Price it is Charged at in the Invoice higher than the Rangore Opium, and that the Defendant shall be allowed freight and Commission on the one Chest sold by him as charged in the Account Sale, & freight on the other 8 Chests as stipulated in the Bill of Lading, that the Complainant shall be allowed Interest on the Ballance that shall appear due from the time of the Defendants arrival at this place, and that the Costs of Suit shall be paid by the Defendant

Filed 26th Feby 1768
Read 1st March

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Arthur Cuthbert of Fort Saint George Merchant That Aval Moottyall of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of One hundred and forty Seven Pagodas Twenty Eight fanams and Twenty One Cash Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Fifty Nine Pounds One Shillings and four pence or thereabouts As will more fully and at large appear by a Copy of a Contract and an Account Current hereunto annexed for the inspection of this Hon'ble Court And which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Your Orator further sheweth unto this Hon'ble Court that He hath frequently and in an Amicable Manner Requested the said Aval Moottyall either to fulfill the said Contract or to pay unto Your Orator the said Sum of One hundred and forty Seven Pagodas Twenty Eight fanams & Twenty One Cash

But now so it is May it please this Hon'ble Court the said Aval Moottyall Obstinately & wilfully Refuses to Comply with Your Orator's just and Reasonable Request or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Hon'ble Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Aval Moottyall may upon his Corporal Oath full true direct & perfect Answer make to all & Singular the

Effectually to all intents & purposes as if the same were here again repeated & particularly interrogated & that He may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and forty Seven Pagodas Twenty Eight fanams and Twenty One Cash 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 Aval Moottyall 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 Hon'ble Court at a certain time and place to be by this Hon'ble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

26th February 1768

John Sykes
Atty for the Complt

This Bill was shewn to Me between the Days of Adjournment and the Complt having Sworn to the Justness of his Debt and that He believes the Defendant is about to Depart from the Jurisdiction of this Court Let a Summons Returnable immediately & Warrant of Arrest Issue

Charles Smith
Mayor

This Contract indented made and Agreed upon the Eighteenth day of August One thousand Seven hundred and Sixty Seven Between Aval Moottyall of Madras on one Part and Arthur Cuthbert of the same Place on the other part Witnesseth that the said Aval Moottyall for the Considerations herein after Mentioned has promised agreed and bound himself his Heirs Executors and Administrators to Provide and Deliver to the aforesaid Arthur Cuthbert at his house

Moottyall proper Visque & Expences the Under mentioned quantity of good and Sufficient Brickes Viz^t

Wall Bricks ..... Eighty thousand 80,000
Terrass Bricks ..... Eighty thousand 80,000
Paving Bricks One foot square, One thousand

And the said Aval Moottyall has farther bound & obliged himself to Deliver the whole of the abovementioned Bricks on or before the Eighteenth day of October next ensuing or in default thereof to pay a Penalty of Forty Pagodas, which penalty if incurred the said Aval Moottyall hereby agrees shall be levied by Precept under the Hands of the Mayor and one of the Aldermen of this place and without any further Process in any Court In consideration of which the said Arthur Cuthbert has this day paid into the Hands of the said Aval Moottyall the Sum of One hundred and Eighty Six Star Pagodas and Fourteen fanams in full of the whole price of the aforesaid Bricks estimated as follows Viz^t

Wall Bricks 9 1/2 Inch long 5 Inch broad 1 3/4 Inch thick One Pagoda fourteen fanams & fifty Six Cash ⅌ thousand Bricks

Terrass Bricks 6 Inch long, 4 Inch broad 1/4 Inch thick One Pagoda for Fifteen Hundred

Paving Bricks 12 Inches Square, 2 Inches thick One Pagoda for Forty And it is farther mutually Contracted & agreed that this Contract shall be held & esteemed as valid and binding as if the same had been framed by a Notary Publick according to the most exact forms of Law In Witness whereof the Parties Contracting have hereunto interchangeably set their Hands & Seals the day & Year abovementioned

Aval his mark Moottyall (L.S.)

Seal & Delivered in the Presence of A true Copy

John Sykes
Atty for the Complt

Dr. Royal Moottyall in Acct. with Arthur Cuthbert Cr.

To Cash Advanced him on Contract for Sundry Sorts of Bricks as set forth in the Contract to be delivered the 18th October	150		
To Ditto on the above Account	50		
		Pagodas	200

By the following Quantities of Bricks received of him in part of his Contract of the 18th August 1767.

Wall Bricks 7835 @ 1 14 56 ℔ mill 12 2 19			
Covering Bricks 1000 @ 60 ℔ 1 Pag. 16 31 20			
Paving Bricks 1000 @ 40 ℔ 1 Do. 25 mm	52	13	59
By Ballance Due	147	28	21
Pagodas	200		

Fort St George 26th Feby 1768
Errors Excepted
Arthur Cuthbert

Mayor's Court at Madraspatnam

Tuesday the 8th day of June Anno Domini 1768

L.S.

Present
Charles Smith Esquire Mayor
Peter Mariette — John Debonaire
Reynold Adams & John Hollond
Aldermen

Mayor's Court

Between Arthur Cuthbert of Fort Saint George Merchant Complainant and Aval Moottyall of Madras Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and forty Seven Pagodas twenty Eight fanams and twenty One Cash (Pagodas 147 28 21) together with such Interest as now is or shall hereafter become due thereon Untill full payment is made also all Costs of this Suit

Pr Cur

Read and filed
26th May 1767

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator and Oratrix John Henry Celemang of Madras Inhabitant and Rosa De Rozario his Wife that Aurelia Siqueira of the same place Inhabitant stands Indebted unto Your Orator and Oratrix in the Sum of Sixty Pags Current Money of Madras making in Sterling Money of Great Britain Accountive every Pagoda Eight Shillings the Sum of Twenty four Pounds Sterling that Whereas Your Oratrix did in or about the Year of our Lord One Thousand Seven hundred and fifty Seven before your Oratrix Intermarriage with Your Orator Advance or Lend unto the said Aurellia Siqueira the said Sum of Sixty Pagodas to Redeem some Jewells which the said Aurellia Siqueira Pledged She had borrowed from another Woman Named Veraga and which She had Mortgaged or Pawned for a Sum of Money Wherewith She was very much importuned to Deliver up and also some of her own Jewells which She had mortgaged or Pawned to One Tippona the said Veragas Brother Which Jewells which belonged to the said Aurellia Siqueira She promised to Deliver unto Your Oratrix when She had Redeemed them as a Security for the said Sixty Pagodas but which She afterwards Refused doing Upon which Your Oratrix desired her to give Your Oratrix a Note of Hand or some Security for the said Sixty Pagodas And the said Aurellia Siqueira Instead of giving Your Oratrix such Note or Security gave her a Promissory Note in Law to the said Aurellia Siqueira Which Your Oratrix not Understanding Accepted of Imagining it was a Note of Hand or proper Security for the said Money which said Bond is dated the Seventeenth Day of September One Thousand Seven hundred and fifty Seven And is in Your Orator and Oratrix Custody and ready to be Produced to this Honble Court when Required & Your Orator and Oratrix further shew unto this Honble Court that Your Oratrix did before her Intermarriage with Your Orator & Your Orator & Oratrix have frequently Civilly & Amicable Manner since their Intermarriage Requested Payment from the said Aurellia Siqueira of the said Sum of Sixty Pags Putmow so it is may it please this Honble Court the said Aurellia Siqueira Obstinately and wilfully Refuses to pay the same or to give Your Orator and Oratrix any Manner of Satisfaction touching the Premises under several Unjust frivilous & Evasive Pretences came times Pretending that She did not owe the said Sum of Sixty Pagodas from Your Oratrix but that the said Richard Pelling borrowed the same from Your Oratrix and Pagoda=-nthia Whereas Your Oratrix Expressely Charge that Your Oratrix did lend the said Sixty Pagodas to the said Aurellia Siqueira in a friendly Way and by way of Redeeming the said Jewells which She said belonged to the said Veraga and which She had borrowed & Pawned and also her own Jewells which She said were Mortgaged or Pawned to the said Tippona And on which Account She desired Your Oratrix to lend her the same & that Nobody being present at the time Your Oratrix lent her the said Sixty Pagodas She particularly desired Your Oratrix would not mention it to any Person for that She certainly would Pay her the said Sum very soon And that afterwards upon the said Aurellia Siqueiras Refusing to Deliver the said Jewells

Read and filed
26th May 1767

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator and Oratrix John Henry Coleman of Madras Inhabitant and Roza De Rozario his Wife that Aurelia Siqueira of the same place Inhabitant stands Indebted unto Your Orator and Oratrix in the full & just Sum of Sixty Pag^s Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Twenty four Pounds, For that Whereas Your Oratrix did in or about the Year of our Lord One thousand Seven hundred and fifty Seven before your Oratrix Inter Married with Your Orator Advance or Lend unto the said Aurellia Siqueira the said Sum of Sixty Pagodas to Redeem some Jewells which the said Aurellia Siqueira Alledged She had borrowed from a Malebar Woman Named Veragea, and which She had Mortgaged or Pawned for a Sum of Money & which she was very much Importuned to Deliver up, and also some of her own Jewells which She had mortgaged or Pawned to One Tippona the said Vergea's Brother & the Jewells which belonged to the said Aurellia Siqueira She promised to Deliver unto Your Oratrix when she had Redeemed them as a Security for the said Sixty Pagodas but which she afterwards Refused doing Upon which Your Oratrix desired her to give Your Oratrix a Note of Hand or some Security for the said Sixty Pagodas And the said Aurellia Siqueira Instead of giving Your Oratrix such Note or Security gave her a Respondentia

Son in Law to the said Aurellia Siqueira & which Your Oratrix not Understanding Accepted of Imagining it was a Note of Hand or a proper Security for the said Money which said Bond is dated the Seventeenth Day of September One thousand Seven hundred and fifty Seven And is in Your Orator and Oratrix's Custody and ready to be Produced to this Honble Court when Required & Your Orator and Oratrix further shew unto this Honble Court that Your Oratrix did before her Intermarriage with Your Orator & Your Orator & Oratrix have frequently & in an Amicable Manner since their Intermarriage Requested Payment from the said Aurellia Siqueira of the said Sum of Sixty Pag^s But now so it is may it please this Honble Court the said Aurellia Siqueira Obstinately and wilfully Refuses to pay the same or to give Your Orator and Oratrix any Manner of Satisfaction touching the Premises under several Unjust frivilous and Evasive Pretences some times Pretending that she did not borrow the said Sum of Sixty Pagodas from Your Oratrix but that the said Richard Pelling borrowed the same from Your Oratrix on Respondentia Whereas Your Oratrix Expressly Charge that Your Oratrix did lend the said Sixty Pagodas to the said Aurellia Siqueira in a friendly Way and by way of Redeeming the said Jewells which she said belonged to the said Veragea and which she had borrowed & Pawned and also her own Jewells which she said were Mortgaged or Pawned to the said Tippona And on which Account she desired Your Oratrix to lend her the same & that Nobody being Present at the time Your Oratrix lent her the said Sixty Pagodas She particularly desired Your Oratrix would not mention it to any Person for that she certainly would Repay her the said Sum very soon And that afterwards upon the said Aurellia Siqueira's Refusing to Deliver the said Jewells

to Your Oratrix which belonged to herself as she had promised to do
Your Oratrix as abovementioned desired her to give Your Oratrix a Note
of Hand or some Security for the said Money which She promised to
do but Instead thereof She gave Your Oratrix the said Respondentia
Bond which Your Oratrix not Understanding and Imagining it
was a proper Security for the said Money Accepted & some time after-
-wards upon Your Oratrix's being Informed of the Contents of the
said Bond by a person to whom she Shewed it She told the said
Aurellia Siqueira that She had given her a Wrong Security & desired
that she would give her a proper One which She promised to do but
which she never has done And Your Orator and Oratrix further
Charge that Your Oratrix never lent either the said Sixty Pagos
or any other Sum of Money Whatsoever to the said Richard Pelling
either on Respondentia or on any other Account & Your Orator &
Oratrix for the Reason abovementioned pray a General Relief such
as to this Honble Court shall appear agreeable to Equity and good
Conscience To the End therefore that the said Aurellia Siqueira
may upon her Corporal Oath full true direct and perfect Answer
make to all and Singular the Matters and things herein before
Setforth and Alledged as fully truly and Effectually to all Intents
and purposes as if the same were here again Repeated & Particularly
Interrogated & more Especially that she may Setforth & Discove
Whether Your Oratrix did not on or about the abovementioned
or some other and what time in particular Advance or Lend
unto her the said Aurellia Siqueira the said Sum of Sixty
Pagos or any other and what Sum of Money on the abovem^d or
some other and what Account And whether the said Aurellia

Siqueira did not at the time she borrowed the said Money from
Your Oratrix Alledge that she wanted it to Redeem the said Jewells
which belonged to the said Veragea and which she had borrowed
and Pawned and also her own Jewells from the said Tippona
or for some and what other Purpose And whether She did not
promise to Deliver the said Jewells which belonged to herself
or some and what part of them to Your Oratrix as Security for the
said Money and whether she did not desire Your Oratrix to keep
the said Matter a Secret and why and for what Reason she desired
the same and whether she did not faithfully promise to Repay the
said Sum of Sixty Pagodas to Your Oratrix very soon & why &
for what Reason she did not do so And whether any Person was
present at the time that Your Oratrix lent her the said money
And whether Your Oratrix did not pay the said Money into
her own hands & whether upon her refusing to Deliver the said
Jewells unto Your Oratrix she Your Oratrix did not desire her
to give Your Oratrix a Note of Hand or some other and what
Security for the said Sixty Pagodas And whether she did not
promise so to do And whether she did do so And if not why not
And whether Instead of giving Your Oratrix such Security she did
not give such a Respondentia Bond as abovementioned or some other
and what Paper or Writing And whether at the time that the said
Aurellia Siqueira Delivered the said Respondentia Bond to Your
Oratrix she Your Oratrix was Acquainted with the Contents thereof
And if the said Aurellia Siqueira should Alledge the she was
Acquainted with the Contents thereof that she may setforth by whom
in particular Your Oratrix was so Acquainted And whether
Your Oratrix did not some time afterwards upon her being
Acquainted with the Contents of the said Bond by a Person to

whom she shewed it tell the said Aurellia Siqueira that She had given her a Wrong Security and whether she did not desire that she would give her a proper one and whether she did not promise so to do And whether she has ever done so, And if not why not & whether she in her Conscience believes that in Case the said Money had been lent to the said Richard Pellingupon Respondentia According to the Tenor of the said Bond Your Oratrix would afterwards have requested any other Security or Requested either any Security or the said Money from her the said Aurellia Siqueira & whether Your Oratrix did not before her Intermarriage with Your Orator and whether Your Orator & Oratrix have not frequently or how often since their Intermarriage requested payment from the said Aurellia Siqueira of the said Sum of Sixty Pagodas And whether she did not and does not refuse to pay the same And why and for what Reason she did and doth so refuse And that the said Aurellia Siqueira may be decreed to pay unto Your Oratrix and Oratrix the said Sum of Sixty 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 Aurellia Siqueira to be Summoned and Required by the Sheriff of Fortsaint George Town of Madraspatnam and the districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed & appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet - -

John Sykes
Atty for the Complainant

Read and filed
11th August 1767

The Answer of Aureola Sequeira of Madras, Widow of Thomas Sequeira, deceased, defendant, to the Bill of Complaint of John Henry Coleman of Madras Inhabitant, and Rosa De Rozario, his Wife Complainants

This Defendant now and at all times hereafter, Saving and Reserving to herself, all and all manner of benefit & advantage of exception to the many Errors, untruths imperfections and insufficiencies in the said Bill of Complaint contained for Answer thereunto or unto so much thereof, as this defendant is Advised doth Materially concern her, to make Answer unto She this Defendant answereth and Saith that she is not indebted in any sum or sums of money to Roza De Rozario and denies to have borrowed, from the said Roza De Rozario the now Wife of John Henry Coleman in or about the Year of our Lord one thousand seven hundred and fifty seven, or at any time or times whatsoever the Sum of Sixty Pagodas. This Defendant also denies to have ever intimated, to the said Roza De Rozario that she wanted the said Sum of Sixty Pagodas, to Redeem some Jewells which they alledge, she had borrowed from Veragoo a Malabar Woman, and Pawned. This Defendant also denies, to have ever Acquainted, the said Roza De Rozario that she had Pawned the said Veragoo's Jewells, with her own to Tippanah. this Defendant also denies, to have ever promised, to deliver her said Jewells, or any part of them to the said Roza De Rozario this Defendant also denies to have ever Requested the said Roza

De Rozario, to keep the alledged affair secret, and says it is very improbable, as she never borrowed the said Sum of Sixty Pags from her. This Defendant also denies to have ever promised, to pay the said Sum of Sixty Pagodas, to the said Roza De Rozario nor could she so do, as she never borrowed the same But this Defendant Says that she Received the said Sum of Sixty Pags some time after the Execution of Richard Pellings Respondentia Obligation for, and on Account of the said Richard Pelling, who Requested this Defendant, to Receive the same, incase she the said Roza De Rozario, should bring it in his absence. This Defendant also denies, and Says she never Refused to Deliver her Seruts to the said Roza De Rozario, for the said Roza De Rozario could not make such a demand, as the money was lent to the said Richard Pelling and his Respondentia Obligation was taken as a security for the same. This Defendant also denies that the said Roza De Rozario desired a Security from her, but Says she the said Roza De Rozario Required a Security from the said Richard Pelling who acquiesced with the same and gave her, his said Respondentia Obligation, which the said Roza De Rozario accepted of. This Defendant also denies to have ever promised, to give the said Roza De Rozario any Security whatsoever, for the said Sum of Sixty Pags. This Defendant also denies to have delivered to the said Roza De Rozario the said Respondentia Obligation of the said Richard Pelling but says the same was delivered to the said Roza De Rozario the time of the Execution of it by the said Richard Pelling. This Defendant further Says, the Contents of the said Respondentia Obligation was Read to the said Roza De Rozario, audibly and distinctly, before the Execution of the same, by Simon De Fonseca, and at the Request of the said Roza De Rozario, the said Simon De Fonseca, and this Defendant, attended the

same. This Defendant also denies that the said Roza De Rozario ever acquainted this Defendant, that this Defendant had given her aurong security, this Defendant also denies, to be acquainted untill lately that she the said Roza De Rozario wanted any other Security, this Defendant also denies that the said Roza De Rozario ever Requested of her, to give her the said Roza De Rozario another security, or that she never borrowed the said sum of Sixty Pagodas. she This Defendant verily believes, as the said Roza De Rozario hath filed a Bill against her, upon false surmises she would not scruple Notwithstanding the money was actually lent to the said Richard Pelling, which in fact it really was to Remain with this Defendant. This Defendant admits that the said Roza De Rozario and her Husband, John Hunay Coleman have demanded the payment of the said sum of sixty Pagodas but not untill the said Richard Pelling had acquainted them they had no demand on him as the Ship or Vessel Consigned to the Respondentia was lost, she says she cannot Recollect how often, it has been demanded, as she never thought herself Responsible to them this Defendant having answered all the questions of the Complainants humbly prays the Complainants may be Ordered to Produce the said Respondentia Obligation of the said Richard Pelling which will in equal measure, Corroborate what this Defendant hath Sworn before, in this her Answer and when her proofs, and Evidences are produced she presumes this Honble Court, will Wholly Exonerate her innocency, & the Litigiousness of the Complainants

All which Matters and things this Defendant is Ready to aver, Maintain and prove, and humbly prays, to be hence dismissed, with her Reasonable costs, and Charges in this behalf most wrongfully sustained

Willm Cranwell

Attorney for the Defendant

A Reposta de Aurelia Siqueira da Madrasta Viuva, de Thomas Siqueira, Defunto Defendente, a Querela, de John Henry Coleman habitante da Madrasta, e Roza de Rozario sua Espoza Queixante

Este Defendente agora e de todo tempo Adiante Salvando e Vezervando por Sy, todo e todo Maneira do Beneficio e Aventagem de Excepção, pellos Muitos Eros incertos, imperfecçaoens e insufficiencias, que na ditta Quereila se Contem, e por Reposta da qual ou tanto quanto, este Defendente he avizado Materialmente pertence a ella, de fazer a Reposta, Este defendente dizem, que ella não he individado, em qual quer soma ou Somas, do Dinheiro a Roza de Rozario e Negam, de ter tomado emprestado da Roza de Rozario, prezente Mulher de John Henry Colmam, algum tempo, No Anno, de Nosso Senhor, Mil Setecentos, e Sincoenta e Sete ou em qualquer tempo ou tempos, quais quer a Soma de Sescenta Pagodes este Defendente, Tbem Negam de ter intimado com a ditta Roza De Rozario, e que este Defendente queria a ditta Soma da Sescenta Pag.s por desempenhar Algumas Joyas, o qual elles Alega, que este defendente tenho tomado emprestado da huma Mulher, e Malabar por nome Viragu, e impenhou, Este Defendente Tbem Negam de ter Ditto com a Roza De Rozario que este Defendente empenhou as Joyas da Viragu, com as Joyas della com hum Tipanah, Este Defendente Tbem negam de ter prometido de entregar suas Joyas, ou qualquer partes dellas a Roza De Rozario, Este Defendente Tbem Negam de ter pedido, a ditta Roza De Rozario de guardar, a Alegado Historia em Sigredo, e dizem, que he huma Couza Muy improvavel, como este Defendente Nunca tenho tomado della emprestado a ditta Soma de Sescenta Pagodes, Este defendente Tbem Negam, de ter prometido de Satisfazer a Roza de Rozario, a ditta Soma de Sescenta Pagodes, Nem podera este

Defendente fazer Assim, Como ella nunca tomou o mesmo emprestado Porem este defendente dizem que ella tenho Recebido a ditta Soma de Sescenta Pagodes (algum tempo depois de Execução do Assinado de Respondencia de Richard Pelling) por ea Conta de Richard Pelling, a quem pedio a este defendente, de receber o mesmo, Se a Cauzo a ditta Roza De Rozario trizer em sua Auzencia, Este defendente Tbem Negam, e dizem, que ella Nunca Refuzou de entregar suas Joyas a Roza De Rozario, nem ella podera fazer a tal demanda como o dinheiro foy emprestado ao Richard Pelling e seu Obrigação de Respondencia foy Aceitado pello a segurança do Mesmo Este Defendente Tbem Negam que a Roza De Rozario dezejava huma a Segurança della, Porem este Defendente dizem que a Roza De Rozario Requeria huma A Segurança do ditto Richard Pelling, e quem Consentio o mesmo e deo Aella seu ditto Obrigação da Respondencia o qual a Roza De Rozario Acceitou, Este Defendente Tbem Negam de ter prometido de dar a Roza de Rozario qual quer A Segurança pello Sescenta Pag.s Este Defendente Tbem Negam, de ter entregado a Roza de Rozario Ao Ditto Obrigação da Respondencia, do Richard Pelling Porem dizem, o mesmo foy entregado a Roza de Rozario por o mesmo Rich.d Pelling, no tempo do Execução della, Este Defendente Tbem dizem que o que se Contem no ditto Obrigação da Respondencia foy Lido a Roza de Rozario Muy Alto e destinctamente antes do Execução della por Simão da Fonceca, e pello petitorio da ditta Roza de Rozario o ditto Simão De Fonceca, e este Defendente, attestou o mesmo, Este Defendente Tbem Negam, que a Roza De Rozario tenho ditto com este defendente, que este Defendente deu a ella, huma Assegurança e rado este Defendente Tbem Negam de ter Sabido athe poco que a ditta Roza de Rozario queria outra qual quer a Segurança, este Defendente Tbem Negam que a Roza De Rozario tenho pedido a ella, outra huma Assegurança, e que este defendente prometeo de fazer o Mesmo e este Defendente Tbem dizem, que ella Nunca deu a ella alguma a Segurança, o qual como este defendente Nunca tenho tomado emprestado a ditta Soma de Sescenta Pag.s este defendente bem Creo, como a Roza de

De Rozario, gresenou a Quirela contra este Defendente, sobre falso
Comento, ou fingimento de Ainda que o Ainteiro foy Actualmente em=
prestado do Richard Pelling, oqual como da Offerta e Realdade Shou,
Vagorad demandar deste Defendente Este Defendente Admite que
a Roza De Rozario esse Marido John Henry Coleman tenha deman=
dado o pagamento da ditta Soma de Secenta Pagodes Mais nao
alhe que ao Richard Pelling falew que elles nas tem nenhuma
demanda sobre elle, como o Mattio sobre qual a ditta Respondentia
foy emprestado, hera Perdido Este Defendente Diziem que nas poco
Precaur quantos Cazes o Mesmo foy Demandado, Como ella nunca
lembrana de ser Respondente a elles, Este Defendente tenho Reputado
todos as Questoens do Quirizantes humildemente Pogo do Quirizante ser
Ordenado de Produzir ao ditto Obrigacao da Respondentia de Richard
Pelling, qual na huma Grande e Medida sera Corroborado com todo
quanto este Defendente tenho Mais Antes Aduncado nesta sua Reposta
a Bem Disposto, quando as Provas e Evidencias della ter produzido
ella provarem, que esta Honeravel Corte entas, Deve Sabido da sua
Inocencia, eas Litigioze e Contraversos dos Quirizantes

Todas estas Materias, e Cauzas, este Defendente deshon
prompto, para verificar, Mantenar e provar, e humildemente Pogo,
deser da que despedida, com suas Pegonaus Custas, e Gastos, nesta
Cauze, Muy eradamente Sustentada

A Marca de X de Aurelia de Siguiera

Fort St George 10 Augt 1767

Sworn to before Me

Jnth Sadleir
Mayor

Read & filed
1st September 1767

The Replication of John Henry Coleman
of Madrass Inhabitant and Roza De Rozario
his Wife Complainants to the Answer of Aurellia
Siguiera of the same place Inhabitant Defendant

These Replyants saving and at all times hereafter

saving and reserving to themselves all and all manner of Benefit and
Advantage of Exception to the many Errors Untruths Uncertainties Insuf=
=ficiencies & Imperfections in the said Answer Contained for Replication
thereunto Say that they will Aver Justify Maintain & Prove their Bill
of Complaint and all and Singular the Matters and things therein
Contained to be good certain true & Sufficient in the Law to be Answered
unto in such manner and form as the same are therein & thereby set forth
& Declared And that the said Answer is very Untrue & Evasive & these
Replyants further say that the said Defendant doth stand Indebted to these
Replyants in the full and Just Sum of Sixty Pagodas on the Account
=icularly set forth in these Replyants said Bill of Compt Notwithstanding
what She hath in her said Answer Alledged to the Contrary & to which to
=ding she denies to have Borrowed the said Sum of Sixty Pags from the
Replyant Roza De Rozario But these Replyants say that they will
prove to this Honble Court in due time that the said Defendant did
not only several times promise Payment of it to the Replyg
=ant Roza De Rozario but did also promise Payment of it to certain
Person whom the said Roza De Rozario sent to Demand it which
these Replyants conceive must to all Intents and purposes Confute
what the Defendant hath in her said Answer Alledged that she is not
Indebted to these Replyants in the said Sum of Sixty Pags and that
she did not borrow the same from the Replyant Roza De Rozario
the said Defendant in her said Answer denies to have ever Intimated
to the Replyant Roza De Rozario that she wanted the said Sum of
Sixty Pags to Redeem some Jewells which She had borrowed from
Venagia & which she had Pawned, these Replyants in Answer or Reply
thereto Say that the Defendant did tell the Replyant Roza De
Rozario that she wanted the said Money not only to Redeem some
Jewells which she had borrowed from the said Venagia & Pawned and
which the said Venagia very much Importuned her to Deliver up
as set forth in the said Bill of Complaint but also to Redeem the
Defendants own Jewells which was Pawned to One Typpanah &

Replyant Roza De Rozario as a Security for the said Sixty Pags & as a further Convincing proof that the Replyant Roza De Rozario did send the Defendant the said Sixty Pagodas to Redeem the said Jewells & that She promised to Deposit her own Jewells as a Security for the same these Replyants Say that the Defendants own Jewells were Immediately or soon after the Defendant had Borrowed the said Sixty Pags Redeemed and given to One Simond De Fonceca to Dispose of who did Accordingly Dispose of all of them Except some Bracelets which He shewed to the Replyant Roza De Rozario and told her he heard She had sent the Defendant Sixty Pagodas on her Jewells all which Except the Bracelets He had Sold by the Desire of the Defendant and He told the said Roza de Rozario that she had better either take the said Bracelets or get back the money which She had Lent the Defendant as aforesaid or else take some Security from the Defendant for it accordingly the Replyant Roza De Rozario Applyed to the Defendant and told her She heard She had given her Jewells to the said Simond De Fonceca to Sell and Asked her for the said Sixty Pagodas & the Defendant desired she would not be afraid of the Money for that She would certainly pay her, And these Replyants further Say that the Defendant did desire the Replyant Roza De Rozario to keep the said Affair a Secret as Set forth in the said Bill of Complaint, And these Replyants further Say that the Defendant Acknowledges in her said Answer to have Received the said Sum of Sixty Pagodas from the Replyant Roza De Rozario But that she Received it some time after the Execution of the Respondentia Obligation which was Delivered to the Replyant Roza De Rozario in Lieu of a proper Security for the said Money as Set forth in the said Bill of Complaint & She Says She Received it for and on Account of the said Richard Pelling to Confute this Evasive and Unjust Assertion these Replyants Say that the Replyant Roza De Rozario sent the Defendant the said Sixty Pagodas several Months before She Delivered the said Bond to her & the said Simon De

Fonceca drew out or Copyed the said Bond by the Desire of the Andrew Peter & He afterwards sent it to the Defendant Who had been Executed and Delivered before the Money was sent to the Defendant & if the money had really been Lent on Respondentia why should the said Simon De Fonceca after the Sending of it to the Replyant Roza De Rozario she should get the said Jewells or some Security for the said Money from the Defendant Besides in another part of the Defendants Answer She Says the said Bond was Delivered to the Replyant Roza De Rozario at the time of the said Richard Pelling this Assertion is an entire Contradiction of what She Alledges that She Received the said Sixty Pagodas some time after the Execution of the said Obligation for in Case the said Money had been Lent on Respondentia as the Defendant Alledges it is not to be Supposed that the said Richard Pelling would have given the Replyant Roza De Rozario the said Bond before He Received the Money These Circumstances are so Glaringly Absurd and Contradictory that these Replyants doubt not but they will Convince this Honble Court of the Injustice of the Defendants Assertions Relative to their said Demand and that the same is a Just One, And these Replyants further Say that they absolutely deny that the said Roza De Rozario did desire a Security for the said Sixty Pagodas from the said Richard Pelling nor had She any right so to do As She sent the said Money to the Defendant and not to the said Richard Pelling therefore it would have been absurd for her to have desired a Security from him nor was the said Obligation delivered to the said Roza De Rozario by the said Richard Pelling but by the Defendant which She so Delivered to her in Consequence of the said Roza De Rozario desiring a Security from her for the said Money and Instead of giving her a proper Security from herself as she ought to have done and as the said Roza De Rozario Imagined it was She gave her the said Bond & had the said Roza De Rozario known the Contents of

said Money She would not have Received it Nor did the said Roza De Rozario Imagine the Defendant would have Imposed upon her in the Manner She did & these Replyants further Say that the Defendant not only promised the said Roza De Rozario to give her a Security for the said Sum of Sixty Pagodas but also several times promised to pay it as above mentioned And with regard to the Defendts denying to have delivered the said Obligation to the said Roza De Rozario and Asserting that the same was delivered to her at the time of the Execution of it by the said Richard Pilling these Replyants Say that this Assertion is Confuted above but in Order further to Confute the same they beg leave to Set forth that some time after the Defendant had Delivered the said Obligation to the said Roza de Rozario and the said Richard Pilling had left Madras the said Simon De Fonseca went to the said Roza De Rozarios House and she the said Roza De Rozario desired the said Simon De Fonseca to read over the said Obligation to her as She was entirely Unacquainted with the Contents of it further than Imagining that it was a Note of Hand or approper Security for the said Money as she could not read it and the said Simon De Fonseca did Accordingly Read it over to the said Roza De Rozario and seemed much Surprized to find that what the said Roza De Rozario produced as a Security from the Defendant for the said Sixty Pagodas was a Respondentia Bond and he told the said Roza De Rozario it was all Wrong Security for the said Money and that she should get another Security And if the said Money had really been Lent on Respondentia as the Defendant Alledges it is Strange that as He appears to be all Witness to the said Bond and of Course would have been Acquainted with the said Money being Lent on Respondentia if it really had been so, the Defendant further in her said Answer Saith that the Contents of the said Obligation was read to the said Roza De Rozario Audibly and Distinctly before the Execution of it by the said Simon De Fonseca at that at the Request of the said Roza De Rozario the said Simon De Fonseca & the said Defendant Attested the same these Replyants in Answer thereunto Say that they absolutely deny that the said Obligation was Read over to the said Roza De Rozario before the Execution of it either by the said Simon De Fonseca or any other Person or that She either did or could request the said Simon De Fonseca and the Defendant or either of them to Attest the same as She was not present at the time it was Executed nor was She in the least made Acquainted with the Contents of it or that there was any such Bond in being by any person whatsoever till the said Simon De Fonseca read it over to the said Roza De Rozario at her request as aforesaid and in which was some time after the Defendant had so as aforesaid Delivered it to her which these Replyants humbly hope will be sufficient to Confute that Assertion And these Replyants further say that the said Roza De Rozario did Acquaint the Defendant that She had given her all Wrong Security and Say that She promised to give her another Security as before and in the said Bill of Complaint is Set forth And these Replyants Absolutely deny that they filed their said Bill of Complaint upon false Surmises as the Defendant hath Unjustly Set forth in her said Answer On the Contrary they say that it was so filed for the said Sum of Sixty Pagodas as Money Actually lent to the Defendant by the Replyant as before and in the said Bill of Complaint is particularly Set forth therefore Surmises is Actually out of the Question & these Replyants further Say that it is Strange that the Defendant should Assert in her said Answer that these Replyants never Demanded Payment of the said Money from the Defendant untill the said Richard Pilling had Acquainted them they had no Demand on him for these Replyants can Prove that not only the said Roza De Rozario did before her Intermarriage several times Demand the said Money from the Defendant & that She promised

Payment

payment of it as aforesaid but also that these Replyants have since their Intermarriage Demanded the same from the Defendant and they deny that they ever made any Demand on the said Richard Pelling for the same nor as it Reasonable to Suppose they should as the said money was lent to the Defendant and not to the said Richard Pelling therefore their Demand was on her and not on him, And these Replyants further say that it is very Extraordinary that the Defendant should Alledge that She did not borrow the said Sum of Sixty Pagodas from the Replyant Roza De Rozario when upon a Demand being made on her before these Replyants Exhibited their said Bill of Complaint against her She Acknowledged that she did about Nine or Ten Years ago borrow from the said Roza De Rozario Fifty Pagodas and ten Pagodas making up the said Sum of Sixty Pagodas and that upon the Defendants being Asked whether She would pay the said Money to these Replyants She said She must Ask her Son in Law (Meaning the said Richard Pelling) first and then she would give an Answer Whether She would pay it or not because the said Money was given to her Son in Law on Respondentia which Circumstances these Replyants Conceive must to all Intents and Purposes Convince this Honble Court that the said Money was lent to the Defendant and not to the said Richard Pelling, whether She Lent the said Money to the said Richard Pelling on Respondentia Instead of Redeeming the said Jewells with it as She Alledged She wanted to do these Replyants know not but in Case the Defendant did so lend the same upon Respondentia these Replyants have nothing to do with that or any other Transaction between the Defendant and the said Richard Pelling for their Demand is on the Defendant for the Money lent to her as aforesaid

All which Matters and things these Replyants are Ready and willing to Aver Justify Maintain & Prove as this Honble Court shall direct & most humbly pray as in & by their said Bill of Complaint they have already Prayed

John Sykes

Read and filed 22 September 1767

The Rejoinder of Aureola Sequeira, Widow of Thomas Siqueira Deceased Defendant to the Replication of John Henry Coleman, and Roza De Rozario his Wife Complainant

This Defendant now and at all times hereafter Saving and Reserving to herself all Manner of benefit, and Advantage of Exception to the many Errors Uncertainties untruths, and imperfections in the said Replication Contained saith that this Defendants Answer is Certain, true and sufficient in the Law to be replyed unto and for Answer to the said Replication this Defendant further saith she doth again deny to be indebted to the said Roza De Rozario the now Wife of John Henry Coleman, in any Sum, or sums of money whatsoever. this Defendant further saith she cannot admit, that the Complainants Bill, contains only matters of facts, as they are pleased to palliate it, in their Replication as it manifestly appears to be fictitious, for the sum of Sixty Pagodas which they have falsely sued this Defendant for was lent to Richard Pelling Mariner and his Respondentia Obligation was accepted by the said Roza De Rozario. This Defendant denies to have ever promised to pay the said sixty Pagodas, to the said Roza De Rozario She also denies that she ever promised to pay the same to any Person or that She acquainted the said Roza De Rozario, as they falsely say she wanted the said sixty Pagodas to redeem some Jewells she had borrowed from Veerago a Malabar Woman, which she had pawned together with her own this Defendant further saith in Answer to the Replyants assertion confirming the above Chicanery they have set forth in their Bill that it is absolutely false and says she never told the said Roza De Rozario any such thing this defendant also denies that her Jewells were [illegible]

by Simon De Fonceca or that they were ever pawned or sold by the said Simon De Fonceca, to be sold this Defendant also denies to have ever Desired the said Roza De Rozario not to be afraid for her money, the inconsistency of which, is self evident, as this Defendant did not borrow the same, But the said Richard Pelling was the Person that borrowed and received the same this Defendant denies to have Delivered the Respon=dentia Obligation of the said Richard Pelling, to the said Roza De Rozario, but says it was delivered as she hath setforth in her Answer and to which she humbly prays Reference. this Defendant cannot admit of the fallacious and ridiculous assertion of the Complainants saying the Respon=dentia Obligation was Detained several Months by her, with submission, can it be supposed any Person, would lend their money, and not take Aproper Security this Defendant denies that the said Simon De Fonceca drewout the Respondentia at the request of Andrew Peter but she says the same was drawn out by Order of the said Andrew Peter who was desired by the said Roza De Rozario, and the said Richard Pelling to drawout the same, and (which was) attested by her, and the said Simon De Fonceca. Besides it was read to her before the Execution of it, and it is notoriously known she values herself much upon understanding and speaking of English, and Consequently her Plea of Ignorance demonstratively appears to be only subtilly devised this defendant cannot pretend to Say any thing in Answer to the Conversation that passed between the said Simon De Fonceca, and the said Replyant Roza de Rozario, as not being present when the same happened this defendant with Submission prays leave to make abvious the misconstruction which the Complainants have made relative to her Answer as the said Respondentia Obligation

Noon by her foster Daughter's husband (namely the said Richard Pelling) who having business at the Fort desired this Defendant to receive the same, in Case the said Roza De Rozario, should bring the said Sum of sixty Pagodas in his absence, as this Defendant knew she had Received his Respondentia Obligation and had tendered the same in Madras Pagodas, which he declined, acquainting her the said Roza De Rozario that Star Pagodas, would answer his purpose much better about five of the Clock in the said after Noon the said Roza De Rozario came with the said Sum of Sixty Pagodas which this defendt. Received on Account of the said Richard Pelling's Respondentia Obligation which genuine Transactions, this Defendant humbly Conceives will remove the Answer from the Contradictions the Complainants have unjustly Taxed it with. this Defendant doth insist the said Roza De Rozario did Require a Security from the said Richard Pelling for the said Sum of Sixty Pagodas, as also that the same was Accepted of by her in the presence of this Defendant, and the said Simon De Fonceca, and who Attested the said Respondentia Obligation, and she further insists that the said Richard Pelling is the person solely Accountable to them, as the said Respondentia Obligation was properly executed and Accepted of by the said Roza De Rozario as before said nor is there any inconsonancy in law to make a demand on the obliger as he Received the Consideration mentioned in the said Respondentia Obligation with Submission the impropriety would be very great in demanding it from an innocent person and plainly indicates a mind tinctured with litigi=ousness especially as she this Defendant only attested the same. this Defendant doth maintain the said Respondentia Obligation was delivered to the said Roza De Rozario as prementioned, Notwithst=anding the Complts. elaborated arguments to the Contrary. this defendt.

by Simon De Fonceca or that they were ever pawned or sold by the said Simon De Fonceca, to be sold this Defendant also denies to have ever Desired the said Roza De Rozario not to be afraid for her money, the inconsistency of which, is self evident, as this Defendant did not borrow the same, But the said Richard Pelling was the Person that borrowed and received the same this Defendant denies to have Delivered the Respon=dentia Obligation of the said Richard Pelling, to the said Roza De Rozario, but says it was delivered as she hath setforth in her Answer, and to which she humbly prays Reference. this Defendant cannot admit of the fallacious and ridiculous assertion of the Complainants saying the Respon=dentia Obligation was Detained several Months by her, with submission, can it be supposed any Person, would lend their money, and not take A proper Security this Defendant denies that the said Simon De Fonceca drawout the Respondentia at the request of Andrew Peter but she says the same was drawn out by Order of the said Andrew Peter who was desired by the said Roza De Rozario, and the said Richard Pelling to drawout the same, and (which was) attested by her, and the said Simon De Fonceca. Besides it was read to her before the Execution of it, and it is notoriously known she values herself much upon understanding and speaking of English, and Consequently her Plea of Ignorance demonstratively appears to be only subtilly devised this defendant cannot pretend to Say any thing in Answer to the Conversation that passed between the said Simon De Fonceca, and the said Replyant Roza de Rozario, as not being present when the same happened this defendant with Submission prays leave to make obvious the misconstruction which the Complainants have made relative to her Answer as the said Respondentia Obligation

Noon by her foster Daughter's husband (namely the said Richard Pelling) who having business at the Fort desired this Defendant to receive the same, in Case the said Roza De Rozario, should bring the said Sum of sixty Pagodas in his absence, as this Defendant knew she had received his Respondentia Obligation and had tendered the same in Madras Pagodas, which he declined, acquainting her the said Roza De Rozario that Star Pagodas, would answer his purpose much better about five of the Clock in the said after Noon the said Roza De Rozario came with the said Sum of Sixty Pagodas which this defendt received on Account of the said Richard Pelling's Respondentia Obligation which genuine Transactions, this Defendant humbly Conceives, will remove the Answer from the Contradictions the Complainants have unjustly Taxed it with. this Defendant doth insist the said Roza De Rozario did require a Security from the said Richard Pelling for the said Sum of Sixty Pagodas, as also that the same was Accepted of by her in the presence of this Defendant, and the said Simon De Fonceca, and who Attested the said Respondentia Obligation, and she further insists that the said Richard Pelling is the person solely Accountable to them, as the said Respondentia Obligation was properly executed and Accepted of by the said Roza De Rozario as before said nor is there any inconsonancy in law to make a demand on the obliger as he received the Consideration mentioned in the said Respondentia Obligation with Submission the impropriety would be very great in demanding it from an innocent person and plainly indicates a mind tinctured with litigi=ousness especially as she this Defendant only attested the same. this Defendant doth maintain the said Respondentia Obligation was delivered to the said Roza De Rozario as prementioned, Notwithst=anding the Complts elaborated arguments to the Contrary. this defendt

of her desiring a Security which is only Achimerical imagination this Defendant further saith it is only an Idle Tale of the said Roza De Rozario in saying, she this Defendant imposed on her, and give her the said Respondentia Obligation of the said Richard Pelling instead of her own Obligation, It is well known that she is a Woman more evary and circumspect than to be so egregiously deluded this Defendant denies to have imposed on the said Roza De Rozario and which she doubts not but to prove in due time This Defendant humbly Conceives that no allegation, or Assertion of the Complainants hath made it demonstratively appear that she delivered the said Respondentia Obligation to the said Roza De Rozario, but it evidently appears the same was delivered by the said Obligor as prerecited. this Defendt doth Positively affirm the said Respondentia Obligation of the said Richard Pelling was read to the said Roza De Rozario in the manner Related, in her Answer. this Defendant denies to have said that she given the said Roza De Rozario awrong security or that she ever Promised to give her any. this Defendt humbly Presumes, when her proofs and evidences are Produced to this Honble Court, they will be of opinion that the Complainants have no just demand on her, as she never borrowed the said Sum of Sixty Pagos from the said Roza De Rozario and that the Bill is only and Conjectures this Defendant further says, she will prove the said Sum of Sixty Pagos was demanded from the said Richard Pelling in due time. this Defendant further says, the Complainants in same Measure Confirm her Answer by Declaring when the money was Demanded from her lately she said it was lent to the said Richd Pelling, and this Defendant further saith as in and by her Answer she hath already said & does & will aver all and every thing & things therein to be true & certain in such Manner & form as they & every [illegible] therein alledged & Expressed

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Complainants in a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein John Henry Coleman and Roza De Rozario his Wife are Complainants and Aurellia Siqueira is Defendant

To all the Witnesses

1st Do You know the Parties Complainants and Defendant in this Cause If Yea, how long have You so known them or any and which of them? declare

To Simonda Fonseca

2d Was You or was You not Present at the making or Executing of the Bond, Obligation Instrument or Paper Writing now Produced and shewn to You at this the time of Your Examination Purporting to be a Respondentia Bond or Obligation from One Richard Pelling to the Complainant Roza De Rozario And is or is not the name Simon Da Fonseca thereunto set or Subscribed as a Witness to the Execution of the said Bond of Your Hand Writing, If Yea who else was present at the Execution thereof? Was or was not the Complainant Roza De Rozario Present when the said Bond was Executed by the said Richard Pelling? Was or was not the said Bond read over to the Complainant either by You or any other Person either at or before the Execution of it? who who drew out the said Bond? did You or did You not Copy the same, If Yea from whom did You receive the Draft of the said Bond and at whose request did You so Copy the same? Did You or did You not at any time or times Declare by whom the said Draft was sent to You in the Presence of both or either of the Complainants, If Yea when and how often did You so Declare the same? at whose

or did not the Complainant Reza De Rozario Request either You or the Defendant to Witness the same? Did or did not the Complainant Reza De Rozario Advance or lend the said Richard Pelling any Money on Account of the said Bond as You know or believe? Do You or do You not know or have You or have You not been Informed that the Complainant Reza De Rozario Advanced or lent the Defendant any Sum or Sums of Money? If Yea, what Sum or Sums of Money did She so Advance to the Defendant? And when and who Informed You of the same? Or how did You become Acquainted therewith? Did or did not the Defendant at any time in or about the Year of our Lord One thousand Seven hundred and Fifty Seven desire You to Dispose of some Jewells for her? If Yea, what Jewells did She so desire You to Dispose of and when did She so desire the same? Did You or did You not Dispose of those Jewells accordingly or of any and what part thereof? Or did or did not any and which of them or any part thereof remain Undisposed of? Did You or did You not shew some Bracelets to the Complt Reza De Rozario? If Yea, Were or were not those Bracelets part of the said Jewells which the Defendant gave You to Dispose of? If not did you so shew the same to the Complt Reza De Rozario, And for what Reason or on what Account did You so Shew the same, And what did You say to the said Complt about the same? Had You and the said Complainant or had You not any Conversation about the said Bracelets or about any Money, at the time that You so shewed her the said Bracelets, If Yea set forth the whole of such Conversation fully and particularly, Did You or did You not desire the said Complt to take the said Bracelets or get her Money or some Security from the Defendant? If Yea On what Account or for what Reason in particular did You so desire the same? Did You or did You not at any time or times tell the Complainants or One and which of them that You Understood the Defendant was Indebted to him, her or them in a certain Sum or Sums of Money

of it, And when & how many times did You mention the same in the presence of the Complainants or one & which of them? Did You or did You not at any time & when & where a Bond Obligation Instrument or Paper Writing in the apartment which the Complainant Reza De Rozario Rented from the Defendt? If Yea, at whose Request did You so Read over the same And to whom & what Paper or Writing did the Complainant say it was, And what Answer or Reply did You make thereto or what passed between You and the said Complainant about the same? Is or is not the Bond Obligation Instrument or Writing now produced and shewn to You the same which You so read over to the Complainant as You know or believe? How long was it after the said Bond was Executed by the said Richard Pelling that You so read over the same or such other paper or Writing as You so read over in the said Complainants Apartment? Was or Was not the said Richard Pelling at that time in Madras, if not how long had He been gone from Madras? The whole of those Matters according to the best of Your knowledge Remembrance Information & belief together with the Reasons of such Your belief And how You know or became Acquainted with those Matters fully and particularly Declare

To. Maria..... 3..... Did or did not the Complainant Reza De Rozario at any time or times send You to the Defendant to make a Demand of any Sum or Sums of money? If Yea, when and how often did the said Complainant so send You to the Defendant And what Sum or Sums of Money did You so Demand of the Defendant & what Answer or Answers did the Defendant give You therein & what did she say about the money which You so demanded? Did You or did You not carry a Note from the Complainant Reza De Rozario to the Defendant soon after the Seige of Madras? If Yea, did you or did You not receive any Instructions with the same? If Yea, what Instructions, And from whom, And from whom & the whom did You deliver the said Note, And what Answer did You receive? Was

or did not the Complainant Reza De Rozario Request either You or the Defendant to Witness the same? Did or did not the Complainant Reza De Rozario Advance or lend the said Richard Pilling any Money on Account of the said Bond as You know or believe? Do You or do You not know or have You or have You not been Informed that the Complainant Reza De Rozario Advanced or lent the Defendant any Sum or Sums of Money? If Yea, what Sum or Sums of Money did She so Advance to the Defendant? And when and who Informed You of the same? & how did You become Acquainted therewith? Did or did not the Defendant at any time in or about the Year of our Lord One thousand Seven hundred and Fifty Seven desire You to Dispose of some Jewells for her? If Yea what Jewells did She so desire You to Dispose of and when did She so desire the same? Did You or did You not Dispose of those Jewells accordingly or of any and what part thereof? & did or did not any and which of them or any part thereof remain Undisposed of? Did You or did You not shew some Bracelets to the Complt Reza De Rozario? If Yea, Were or were not those Bracelets part of the said Jewells which the Defendant gave You to Dispose of? When did you so shew the same to the Compt Reza De Rozario, And for what Reason or on what Account did You so Shew the same, And what did You say to the said Compt about the same? Did You and the said Complainant or had You not any Conversation about the said Bracelets or about any Money at the time that You so shewed her the said Bracelets, If Yea Set forth the whole of such Conversation fully and particularly, Did You or did You not desire the said Compt to take the said Bracelets or get her Money or some Security from the Defendant? If Yea On what Account or for what Reason in particular did You so desire the same? Did You or did You not at any time or times tell the Complainants or One and which of them that Your Master or the Defendant was Indebted to him her or them in a certain Sum of money

of it, And when & how many times did You maintain the same in the presence of the Complainants or one & which of them? Did You or did You not at any time & over a Bond Obligation Instrument or Paper Writing in the Apartment which the Complainant Reza De Rozario Rented from the Defendt? If Yea, at whose Request did You so Read over the same And to what & what Paper or Writing did the Complainant say it was, And what Answer or Reply did You make thereto or what passed between You and the said Complainant about the same? Is or is not the Bond Obligation Instrument or Writing now produced and shewn to You the same which You so read over to the Complainant as You know or believe? How long was it after the said Bond was Executed by the said Richard Pilling that You so read over the same or such other paper or Writing as You so read over in the said Complainants Apartment? Was or Was not the said Richard Pilling at that time in Madras, if not how long had He been gone from Madras? The whole of these Matters according to the best of Your Knowledge Remembrance Information & belief together with the Reasons of such Your belief And how You know or became Acquainted with those Matters fully and particularly Declare

To. Maria ..... 3 ..... Did or did not the Complainant Reza De Rozario at any time or times send You to the Defendant to make a Demand of any Sum or Sums of money? If Yea, when and how often did the said Complainant send You to the Defendant And what Sum or Sums of Money did You so Demand of the Defendant & what Answer or Answers did the Defendant give You thereto or what did she say about the money which You so demanded. Did You or did You not Carry a Note from the Complainant Reza De Rozario to the Defendant soon after the Siege of Madras? If Yea did You or did You not Receive any Instructions with the same? If Yea, what Instructions, And from whom, And from when & to whom did You deliver the said Note, And what Answer did You receive? Was

Remembrance Information & belief together with the Reasons of such Your belief fully & particularly declare

To John Patterson & Geraldo Gonsalves — 4th ..... Was You or Was You not present when a Demand was made on the defendant on behalf of the Compl^ts for the payment of a Sum of Money before the Compl^ts Exhibited a Bill of Compl^t against her, If Yea, when where by whom & for what Sum of Money was such Demand made And what particular Question or Questions was or were Asked her & what Answer did she give thereto or what in particular did She say about the said Demand? the whole of these Matters According to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief fully & particularly Declare

To Thomas de Prazer — 5th ..... Did or did not the Defendant at any time or times lately send for You And Ask You any Question or Questions or desire You to do any thing about the Matters in Question in this Cause or that are Depending between the Compl^ts & defend^t If Yea, when & how often did she so Send for You & what Question or Questions did she so Ask You or what did she so desire You to do & what Answer did You make thereto And what Reply did she make to Your Answer or what in particular passed or was said on all or any of those Occasions? the whole of these matters According to the best of Your knowledge Remembrance Information & belief together with the Reasons of such Your belief fully & particularly Declare

To all the Witnesses — 6th ..... Do You know of any other Matter or thing or have You heard or can You Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit and advantage of Complainants, If Yea Declare the same as You know have been informed or do believe with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

John Sykes

Know all Men, by these Presents that I Richard Pelling of Madras Mariner, am held and firmly bound unto Roza De Rozario of Madras in full and just Sum of One hundred and twenty Pag^s Current of Madras, to the true and lawfull Payment whereof I do hereby bind myself, my Heirs Executors, Administrators & Assigns firmly by these Presents In Witness whereof I have hereunto sett my Hand and Seal this Seventeenth Day of Septr One thousand Seven hundred and fifty Seven

Whereas the above said Richard Pelling has taken up and Received of the Aforesaid Roza De Rozario the Sum of Sixty Pagodas of Madras which Sum is to Run at Respondentia on the Ship that he is in or any other Sloops that he shall Declare the Risque on from this Port of Madrass to Tungsailon and Bake again to Madras, at the Rate of Eighteen ℘ Cent, the said Roza De Rozario Running all Risques of Seas, Rivers, Enemies, and Pyrates &c^a

Now the Condition of this Obligation is such, that the above bound in Richard Pelling his Heirs Executors, Administrators or Assigns Do Well and Truly Pay or Cause to be paid unto the said Roza De Rozario, his Heirs Executors Administrators or Assigns the full and just Sum of Sixty Pagodas of Madras, with the Respondentia of Eighteen ℘ Cent, Fifteen Days after the said Ships Arrival at Madrass or in case the loss of the said Ship (which God forbid) such an Average as by Custom shall become due Upon the Salvage then this Obligation to be void otherwise to stand and Remain in full force and Virtue hav^g to this my bound, with my Sign and Seal in Seventeenth Day of September One thousand Seven hundred & fifty Seven

Signed Sealed & Delivered

Richd Pelling (L.S.)

This Bond Instrument, or Paper Writing, was shewn to Simon Da Fonceca, at the time of his Examination before Me in a Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam between John Henry Coleman and his Wife Roza De Rozario Complainants, and Aurellia Siqueira Widow Defendant Fort St George the 6th day of November 1767

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between John Henry Coleman and Roza De Rozario his Wife Complainants, and Aurellia Siqueira Defendant

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

Simon Da Fonceca of Madras Writer Aged 31 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainants was on the 6 day of November 1767 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Conacapah 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 hath known John Henry Coleman 7 Years, his Wife 12 Years, and the Defendt 16 Years or thereabouts

2d To the Second Interrogatory this Deponent saith that he was present at the Executing of the Bond, now shewn to him, and that the Name Subscribed thereto as one of the Witnesses "Simon de Fonceca"

Roza De Rozario, Richard Pelling, Aurellia Siqueira, and some of the Servants belonging to the House that the said Writing was read & Explained by this Deponent to the said Roza De Rozario the Complainant, just before the Executing thereof that the Original of the above said Bond was drawn out by Andrew Peter since deceased, who gave it to this Deponent to make a Copy of the same that this Deponent did Acquaint the Complainants about seven Months ago, that the said Bond was Copied by him from an Original which Andrew Peter drew out and gave to him and that he made the same Declaration to Roza De Rozario at the time it was Executed that this Deponent and the Defendant Witnessed the said Writing or Bond, by the desire of both Roza De Rozario and Richard Pelling that he cannot declare whether Roza De Rozario lent Richard Pelling any money on Account of this Bond, but has heard them both say that the former did advance and lend the latter, the amount of the abovesaid Obligation but that he does not know, nor never was informed, that the said Roza De Rozario, ever lent the Defendant in this Cause any Sum or Sums of Money except that just before the Commencement of this Cause the said Roza De Rozario told this deponent at her House, that the Money owing on this Bond, should be discharged by the Defendant, whom, therefore she intented to Prosecute for the amount that the Defendant did in the Year 1757 produce a pair of Bracelets to this Deponent and asked him to purchase the same but as this Deponent had not money Sufficient to make the Purchase, he shewed them to Roza De Rozario, but she also for the same Reason (as she told this Deponent) refused to purchase them — that to the best of this Deponents knowledge there were no other Jewells except the said Bracelets produced by the Defendant to be Disposed of that there were some discourse [illegible] him & Roza De Rozario after he had shewn

her the Bracelets, but he does not now remember on what Subject it Was nor can he declare that he ever declared the Complainant to take the said Bracelets or whether he advised her to get the money, or any Circumstance about Security from the Defendant that he never told the Complainants, or either of them, that he understood the Defendant was indebted to them in any Sums of money; altho he did hear from some of their acquaintance, that they were going to commence a Law Suit Against the Defendant that this Deponent does not remember to have read over a Paper or Bond, in the Apartments rented by Roza De Rozario of the Defendant; but that some time before the Commencement of this Law Suit and before the last arrival of Richard Pelling from China, both the Complainants, sent for this Deponent to their House and some Conversation having passed, they produced the above Bond, and desired him to read it over to them, which this Deponent Accordingly did the particulars of the Discourse which they then had he cannot now recollect, but the purport was, their intention to make the Defendant Aurellia Siqueira Discharge the said Obligation more this Deponent saith not to this or to the last Interrogatory.

Henry Crawford
Examiner

Simaoda Fonceca

Mayors Court at Madraspatnam

Between John Henry Coleman and Roza De Rozario his Wife Complts and Aurellia Siqueira Defendant

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

or thereabouts being produced as a Witness in this Cause on the part of the Complainants was on the 9th day of November 1767 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Conocapah 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 third Interrogatory this Deponent saith that the Complainant Roza de Rozario did send her three times to the Defendant about a Year before the Seige of Madras to Demand some money of her, but did not tell her any particular sum; Only to say she was in want for her expences that the Defendant always promised she would send her the money without ever performing it that her Mistress the Complainant did give this deponent a Note to carry to the Defendant, some time after the Seige of Madras, telling her to shew the same to the Defendant from whom she would receive some money which was due to her: that this Deponent did Accordingly Carry the said Note to the defendant who told her she could not read the Contents and had not any Person in the House who could on which this Deponent returned the Note to her Mistress that Richard Pelling was not in Madras at that time to the best of his remembrance or knowledge and this deponent saith not further to this or to the last Interrogatory

The Mark of Maria

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between John Henry Coleman & Roza de Rozario his Wife Complainants and Aurellia Siqueira defendant

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

thereabouts being produced as a Witness in this Cause on the part of the Complainants was on the 7th day of September 1767 shewn at the Office of Mr William Cranwell Attorney for the defendant, by Conacapah 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 hath known the Complainants 2 Years and the Defendant 6 Months or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that some time before the Complainants preferred a Bill against the Defendant he was present with both parties at the House of Mr John Sykes, when Geraldo Gonsalves by desire of the Complainants asked the Defendt how much money she had borrowed of the Complainants Wife some Years ago, to which the defendant answered, the Sum she so borrowed was fifty and ten Pagodas: she was then asked if she intented to pay the same and she replied that she must first Consult her Son in Law Richard Pelling to whom she had given the Money at Respondentia and this Deponent saith not more to this or to the last Interrogatory

Henry Crawford
Examiner

J. Patterson

Mayor's Court at Madraspatnam

Between John Henry Coleman and Roza De Rozario his Wife Complainants and Aurellia Siqueira Defendant

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

Geraldo Gonsalves of Madras Writer Aged 23 Years or there

Office of Mr William Cranwell Attorney for the Defendant by Conacapah 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 hath known the Complainants 6 Months, and the defendant 18 Months or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that in the Month of March last, as he was at the House of Mr Sykes his Master, the two Complainants came there, and Mr Sykes shortly after desired this deponent to go and call the Defendant from the House of Mr Cuthbert in the Neighbourhood that on his Return with the Defendant, he found Mr Patterson with them, and Mr Sykes desired this Deponent to ask the Defendant in Portuguese (as he did not speak that language himself, and the Defendant not understanding English) if she had not some time since borrowed any Money of the Complainants Wife, to which she replied that nine or ten Years ago, she did borrow of Roza De Rozario the Sum of fifty and ten Pagodas Mr Sykes then desired him to tell her that the Complainants, on Account of her indigence had befriended her thus long in not Requiring of her to pay the said Debt, and to know whether she would then discharge the same that the Defendant answered as the money was given on Respondentia she must first Ask her Son in Law and would give an Answer in two or three days further she deposeth not to this or to the last Interrogatory

Geraldo Gonsalves

Henry Crawford
Examiner

Interrogatories to be Administred, to such Witness as shall be produced Sworn and Examined on the part and behalf, of Aureola Siqueira of Madras Widow, in a Certain Cause wherein the said Aureolla Siqueira is Defendant, and John Henry Coleman and Roza De Rozario his Wife are Complainants

thereabouts being produced as a Witness in this Cause on the part of the Complainants was on the 7th day of September 1767 shewn at the Office of Mr William Cranwell Attorney for the defendant, by Conacapah 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 hath known the Complainants 2 Years and the Defendant 6 Months or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that some time before the Complainants preferred a Bill against the Defendant he was present with both parties at the House of Mr John Sykes, when Geraldo Gonsalves by desire of the Complainants asked the Defendt how much money she had borrowed of the Complainants Wife some Years ago, to which the defendant answered, the Sum she so borrowed was fifty and ten Pagodas: she was then asked if she intented to pay the same and she replied that she must first Consult her Son in Law Richard Pelling to whom she had given the Money at Respondentia and this Deponent saith not more to this or to the last Interrogatory

Henry Crawford
Examiner

J. Patterson

Mayor's Court at Madraspatnam

Between John Henry Coleman and Roza De Rozario his Wife Complainants and Aurellia Siqueira Defendant

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

Geraldo Gonsalves of Madras Writer Aged 23 Years or there

Office of Mr William Cranwell Attorney for the Defendant by Conacapah 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 hath known the Complainants 6 Months, and the defendant 18 Months or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that in the Month of March last, as he was at the House of Mr Sykes his Master, the two Complainants came there, and Mr Sykes shortly after desired this deponent to go and call the Defendant from the House of Mr Cuthbert in the Neighbourhood that on his Return with the Defendant, he found Mr Patterson with them, and Mr Sykes desired this Deponent to ask the Defendant in Portuguese (as he did not speak that language himself, and the Defendant not understanding English) if she had not some time since borrowed any Money of the Complainants Wife, to which she replied that nine or ten Years ago, she did borrow of Roza De Rozario the Sum of fifty and ten Pagodas Mr Sykes then desired him to tell her that the Complainants, on Account of her indigence had befriended her thus long in not Requiring of her to pay the said Debt, and to know whether she would then discharge the same that the Defendant answered as the money was given on Respondentia she must first Ask her Son in Law and would give an Answer in two or three days further she deposeth not to this or to the last Interrogatory

Geraldo Gonsalves

Henry Crawford
Examiner

Interrogatories to be Administred, to such Witness as shall be produced Sworn and Examined on the part and behalf, of Aureola Siqueira of Madras Widow, in a Certain Cause wherein the said Aureolla Siqueira is Defendant, and John Henry Coleman and Roza De Rozario his Wife are Complainants

thereabouts being produced as a Witness in this Cause on the part of the Complainants was on the 7th day of September 1767 shewn at the Office of Mr William Cranwell Attorney for the defendant, by Conacapah 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 hath known the Complainants 2 Years and the Defendant 6 Months or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that some time before the Complainants preferred a Bill against the Defendant he was present with both parties at the House of Mr John Sykes, when Geraldo Gonsalves by desire of the Complainants asked the Defendt how much money she had borrowed of the Complainants Wife some Years ago, to which the defendant answered, the Sum she so borrowed was fifty and ten Pagodas: she was then asked if she intented to pay the same and she replied that she must first Consult her Son in Law Richard Pelling to whom she had given the Money at Respondentia and this Deponent saith not more to this or to the last Interrogatory

Henry Crawford
Examiner

J. Patterson

Mayor's Court at Madraspatnam

Between John Henry Coleman and Roza De Rozario his Wife Complainants and Aurellia Siqueira Defendant

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

Geraldo Gonsalves of Madras Writer Aged 23 Years or there

Office of Mr William Cranwell Attorney for the Defendant by Conacapah 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 hath known the Complainants 6 Months, and the defendant 18 Months or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that in the Month of March last, as he was at the House of Mr Sykes his Master, the two Complainants came there, and Mr Sykes shortly after desired this deponent to go and call the Defendant from the House of Mr Cuthbert in the Neighbourhood that on his Return with the Defendant, he found Mr Patterson with them, and Mr Sykes desired this Deponent to ask the Defendant in Portuguese (as he did not speak that language himself, and the Defendant not understanding English) if she had not some time since borrowed any Money of the Complainants Wife, to which she replied that nine or ten Years ago, she did borrow of Roza De Rozario the Sum of fifty and ten Pagodas Mr Sykes then desired him to tell her that the Complainants, on Account of her indigence had befriended her thus long in not Requiring of her to pay the said Debt, and to know whether she would then discharge the same that the Defendant answered as the money was given on Respondentia she must first Ask her Son in Law and would give an Answer in two or three days further she deposeth not to this or to the last Interrogatory

Geraldo Gonsalves

Henry Crawford
Examiner

Interrogatories to be Administred, to such Witness as shall be produced Sworn and Examined on the part and behalf, of Aureola Siqueira of Madras Widow, in a Certain Cause wherein the said Aureolla Siqueira is Defendant, and John Henry Coleman and Roza De Rozario his Wife are Complainants

this Cause, or either, and which of them, and how long have You so known them or either, and which of them Declare?

To Simon de Lencia 2d..... Was You or was You not ordered by Andrew Peter, since deceased to draw out a Respondentia Obligation, if Yea When and where, who was the Obligor, and who was the Obligee, and for what Sum of money, what was the Condition of the same, and by whose desire, did the said Andrew Peter say the same was at? Did You or did You not read the contents of the said Respondentia Obligation, to the said Roza De Rozario before the Execution of the same, if Yea, Did she or did she not understand the same, was she satisfied with it, and Did she accept of the same? Did or did not the said Roza De Rozario, request the Defendant and You to Attest the same, if Yea, Did You or did You not? Did or did not the Defendant in Your, and the said Roza De Rozario's presence, Attest the same, if Yea, who were present thereby and therefore? Do You know, who delivered the said Respondentia Obligation, to the said Roza De Rozario if Yea, Who and when, and where, the whole You know Relative to these matters fully and Particularly set forth, with the Reasons of such, Your knowledge or belief?

To Francis Slamy 3..... Did or did not Mr. Hathaway ever acquaint You, that the said Richard Telling would be put in Court if Yea, when and where? did or did not the said Richard Telling a night or two, after he came on shore from China, come to Your House Declare? did You or Did You not inform him You knew, that a Person intended to put him in the said Court, if Yea what Answer did he make You, the whole You know Concerning this Matter set forth

To Thomas Frazer 4th..... Was You or was You not, some time in the Month of Septr which was in the Year Four and one thousand, seven hundred and fifty seven, an Helpsman in the Vessell that Richard Telling was

to Roza De Rozario, the now Wife of John Henry Coleman for the sum of a certain sum of Money, if Yea, what Sum, when, and where? did the said Roza De Rozario lend it to him, or Did she not? Do You know or Do You not know, whether any Person gave the said Roza De Rozario any Writing for the payment of the same, if Yea, Who and what writing and what Person or Persons, were present, and when Where? Do You know, or do You not know, whether the said Roza De Rozario Tendered the same, in Star or Madras Pags if Yea, in which of them? Did or did not the said Richard Telling, refuse to accept of the same when tendered, if Yea what Reason did he assign for the same? the whole You know touching these Matters fully and particularly Declare?

To Catharina Telling... 5th Do You know or do You not know of any demand made on Your Husband by the Complainants, if Yea when when and where on what Account, and who were present and what? did or did not the said Complainants say in answer to such a Demand? did, or did not the said Complainants at the same time enquire for the Defendant, if Yea what did Your Husband say to such an enquiry, and what Conversation passed between Your Husband and the said Complainants? did You see or Did you not see, the said Roza De Rozario take a Pagoda out of her purse, if Yea, was it a Madras, or Star Pagoda when and where? did she say, or did she not say at that time, she had no other sort of Pagodas declare? Did or did not Your Husband desire the said Roza De Rozario to give him leave to shew it to a certain Person if Yea, to whom did he shew it, and what did he say to her at his return the whole You know touching these Matters, as far as You can recollect set forth

To the Witnesses 6th Do You know, or can You say, any other matter or thing Material, for the Defendant in this Cause, if so set forth the same, as You know, have been informed, or do believe, with the Reasons for such Your knowledge or belief

Willm Cranwell

Mayors Court at
Madraspatnam

Between John Henry Coleman and
Roza De Rozario his Wife Complainants
and Aurellia Siqueira Defendant

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

Simon da Fonceca of Madras Writer Aged 31 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendant
was on the 29th Octr 1767 by shewn at the Office of Mr Johan Sykes Attorney
for the Complainants by Concaypah with a List of Notes of the Name
Title and place of abode of the said Deponent & afterwards on the
same day being Sworn and Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he knows
1 ..... John Henry Coleman 7 Years, and his Wife 12 Years the Defendant
16 Years or thereabouts

2 To the second Interrogatory this Deponent saith that he was ordered
2 ..... to draw out a Respondentia Obligations by Andrew Pelling at his
House in the Month of September 1763 that Roza De Rozario
Wife of John Henry Coleman was the Obligee & Richard Pelling
the Obligor that the Sum it was drawn out for was sixty Star
Pags to run at Respondentia to the Port of Leeds and back again
at 15 p Cent for the Voyage, and the risk was on the Vessell in which
the said Pelling went that Andrew Peter said it was at the request
of both Roza De Rozario & Richard Pelling to him to have
the said Bond drawn out that he did read the said Bond to Roza
De Rozario who replied she was satisfied therewith & at her desire
the Defendant and himself did attest the same in the Accustomed

time but this Deponent does not remember in the more presence beside
that the Bond was delivered by the said Richard Pelling to Roza
De Rozario just after the executing of the same in the above mentioned
House & this Deponent further saith not to this or to the last Interrog

Simon da Fonceca

Henry Crawford
Examined

Mayors Court at
Madraspatnam

Between John Henry Coleman &
Roza De Rozario his Wife Complainants
and Aurellia Siqueira Widow Defendant

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

Francis Slaney of Madras Writer Aged 30 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendant
was on the 29th day of October 1767 shewn at the Office of Mr John
Sykes Attorney for the Complainants by Concaypah with a List of Notes
of the name Title and place of abode of the said Deponent and
afterwards on the same day being Sworn & Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he hath no knowledge
1 ..... of the Complaints but he has known the Defendant 7 Years or thereabouts

3 To the third Interrogatory this Deponent saith that he was told by
3 ..... Mr Hathaway in April last in the Mayors Court house, that Richd
Pelling would soon be said in the Mayors Court & on the Deponents
asking him by whom, he only replied he would shortly see by this
Bill of Complaint that the said Richard Pelling was at this depon=

some Persons intention to see him; and he replied that he had borrowed many Years ago 60 Pagodas of Roza de Rozario on Respontia, but as the Vessell on which the Risque was, having been lost, he did not think himself indebted for the Money further this deponent deposeth not to this or to the last Interrogatory

Francis Slaney

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between John Henry Coleman and his Wife Roza de Rozario Complainants and Aurellia Siqueira Widow Defendant

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

Thomas De Prazer of Madras a Servant Aged 39 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of October 1767 shewn at the Office of Mr John Sykes Attorney for the Complainants by Conacapah 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 he hath known the Complts Wife 9 Years, and the Defendants 30 Years or thereabouts

4th ..... To the fourth Interrogatory this deponent saith that he was about to embarck as Helmsman on the Vessell in which Richard Pelling was going Chiefmate in the Year 1757 and that the said Vessell was Commanded by a Moorman Nequeda that he does not know whether the said Richard Pelling ever applied to the Complainants Wife for the Loan of any money that he only heard that Simon de Fonseca drew out a Writing by direction of Andrew Peter for the said Richd Pelling who was about to borrow money, but he never was informed on what Acct or what became for the said Writing that when the said

abovementioned Vessell he brought this Deponent a Madras Pagoda to Advance him in part of his Wages as Helmsman and said he had Received the same from Roza De Rozario but this Deponent refused to take the Pagoda and likewise advised the said Richard Pelling not to accept of it by Reason of its not being the Currency of Madras that this Deponent did not go on the said Vessell as Helmsman as the said Pelling refused to lend him some Respondentia which he had at first promised him more this deponent saith not to this or to the last Interrogatory

Thomé de Prazer

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between John Henry Coleman and his Wife Roza De Rozario Complainants and Aurellia Siqueira Defendant

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

Catharine Pelling of Madras Aged 27 Years or thereabouts being produced as a Witness in this Cause on the part of the defendant was on the 29th day of October 1767 shewn at the Office of Mr John Sykes Attorney for the Complainants by Conacapah 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 has known John Henry Coleman 6 Years his Wife 12 Years and the Defendant Aurellia Siqueira from his Infancy

5th ..... To the fifth Interrogatory this Deponent saith that in the Month of April last in her House in the Black Town the Complainants came to make a demand on her Husband for Respondentia lent by the Complts Wife to him about 11 Years before that to this Demand her Husb

to her that the said Captain did enquire for the Defendant in this Cause but her Husband replied she was not at home, & asked what business they Could have with her, then they again asked that in Cause they should apply to the Mayors Court, who would pay the said Respondentia, to which how husband Answered that if the Court Decreed in their favour he should be obliged to pay the same all the by the loss of the Ship Carnatic which they ask was, he imagined, from the Nature of the Respondentia, he was free from any Engagement to pay it that this Deponent did on Roza De Rozario with Madras Pagoda in her hand at which she gave to his this Deponents husband Declaring she not any other kind of Pagodas in her possession that her Husband did desire Some of Roza De Rozario to shew the said Pagodas became Present before he took it and Accordingly went and for that purpose but to whom he shewed it this Deponent does not know that on his Return from thence he shewed the said Pagodas to Roza De Rozario this filling further that Kind of Pagodas would not Answer his purpose and this Deponent saith no more to this or to the Last Interrogatory

Catherina Pelling

Henry Cranford
Examiner

Senhor Richard Pelling

Senhor VM Saude como mais Saude Como me acho para servir a VM pedindo que VM dara Satisfaçao de Muy Precizo por Dinheiro que VM tomou Emprestado por que sou muy Pobre que VM naõ queira ser Demorado Pois sou Pobre Pois naõ tenho Renda Regulaçaõ mande a seu Espero a sua Resolucaõ

Seu Humde Serva

Roza De Rozario

Madras 1a
1de Octubro 1759

Mr Richard Pelling

Want of Money, Please You will make Me Satisfaction for Money what You have borrowed from my Person Necessary well, as I have experienced already by You Regardless by yours so I wait for Your Resolution the last Resolution

Your Humble Servant
Roza De Rozario

Madras
1st October 1759

A True Translation from the Original Portuguez as Near as can be by

Francis Mooney
Partie to the

Mayors Court at Madraspatnam

Tuesday the 2d day of March Anno Domini 1768

Present

L.S

Charles Smith Esquire Mayor
Peter Mariette — John Debonaire
Reynold Adams — John Holland
Aldermen

Mayors Court

Between John Henry Coleman and Roza De Rozario his Wife Complainants and Aurellia Siqueira of Madras Inhabitant 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

Interrogatories and Depositions on the part of the Defendant on hearing the Pleadings made Use of by the Attornies and on Due Consideration had thereon — as the Complainants have not produced any Evidence to prove that the Defendant ever borrowed any money of the Complainant Roza De Rozario but it appearing by the evidence produced that the money alledged by the Complainants to have been lent to the Defendant was lent on Respondentia by the Complainant Roza De Rozario to Richard Pelling, and for which she accepted a Respondentia Bond from him 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 — Apl Cur

Filed 10th } Decr 1767
Read 15th }

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Anthony Sadlier late of Fort Saint George Merchant by his Attorney Arthur Cuthbert of the same place Merchant that Kistnama Charealoo of Madras Merchant stands indebted unto Your Orator in the full and just Sum of One hundred and fifty Eight Pagodas Twenty fanams and thirty Cash Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Sixty three Pounds and Eight Shillings or thereabouts As will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honorable Court And which Your Orator prays may be Admitted as part of this Your Orators Bill [illegible] And Your Orator further Sheweth unto this Honble

payment from the said Kistnama Charealoo of the said Sum of One Hundred and fifty Eight Pagodas Twenty fanams & thirty Cash

But now so it is may it please this Honorable Court the said Kistnama Charealoo Obstinately & wilfully Refuses to pay the same or 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 Kistnama Charealoo may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and fifty Eight Pagodas Twenty fanams and thirty Cash 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 Kistnama Charealoo 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 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

John Sykes
Attorney for the Complainant

This Bill was shewn to Me between the Days of Adjournment Let a Summons Issue Returnable Next Court Day

Peter Mariette
Senior Alderman

Interrogatories and Depositions on the part of the Defendant on hearing the Pleadings made Use of by the Attornies and on Due Consideration had thereon — as the Complainants have not produced any Evidence to prove that the Defendant ever borrowed any money of the Complainant Roza De Rozario but it appearing by the evidence produced that the money alledged by the Complainants to have been lent to the Defendant was lent on a Respondentia by the Complainant Roza De Rozario to Richard Pelling and for which she accepted a Respondentia Bond from him 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

Filed 10-
Read 15-

Dec 1767

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Hble Court Your Orator Anthony Sadlier Late of Fort Saint George Merchant by his Attorney Arthur Cuthbert of the same place Merchant that Kistnama Chavaloo of Madras Merchant stands indebted unto Your Orator in the full and just Sum of One hundred and fifty Eight Pagodas Twenty fanams and thirty Cash Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Sixty three Pounds and Eight Shillings or thereabouts As will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honorable Court And which Your Orator prays may be Admitted as part of this Your Orator

payment from the said Kistnama Chavaloo of the said Sum of One Hundred and fifty Eight Pagodas Twenty fanams & thirty Cash

But now so it is may it please this Honorable Court the said Kistnama Chavaloo Obstinately & Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the End therefore that the said Kistnama Chavaloo may upon his Corporal Oath full true direct 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 particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Hble Court to Cause the said Kistnama Chavaloo 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 for that purpose appointed there and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

This Bill was shewn to Me
between the Days of Adjournment
Let a Summons Issue Returnable
Next Court Day

Peter Marielle
Senior Alderman

John Lyke
Attorney for the Complainant

Sheriff of Fort Saint George Towne 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 Honble Court prefixed and appointed them & there to Stand to and abide by such Order & Decree therein as to this Honble Court shall seem Meet

Chas. Bromley
Attorney for the Complainant

Mayor's Court at Madraspatnam } { Tuesday the 29th Day of March Anno Domini 1768

Present

Charles Smith Esquire Mayor
Peter Mavrille — John Debonnaire
Anthony Sadlier — & Reynold Adams
Aldermen

Mayor's Court

List

Between Samuel Craigg of Cuddalore Ensign in the Service of the Honble United English East India Company's Troops Complainant and Ramachilliam of the same place Coniceply Defendant

The Defendant being in Court and Acknowledging the justness of the Complainants Demand this Court do therefore think fit to Order & Decree and doth Accordingly Order & Decree that the Defendant shall pay unto the Complainant the full

sum of Pagodas 327 40 m/ together with such Interest as now is or shall hereafter become due thereon Untill full payment is made also all Costs of this Suit

Dpl Mayor

Filed the 27th February
Read the 5th March } 1768

To the Honble the Mayor^s Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Cuming of Fort Saint George Merchant that Condapah and Enikinapilla of Cuddalore Coniceply but at Present of Madras Inhabitants stand indebted unto Your Orator in the full & just Sum of Nine hundred & Six Pagodas Nine fanams and fifty two Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of three hundred and Sixty two Pounds Nine Shillings & Ten Pence as the Ballance of an Account Current hereunto annexed for the inspection of this Honble Court And Whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the said Condapah and Enikina Pilla

But now so it is and may it please this Honble Court the said Condapah and Enikina Pilla obstinately & wilfully Refuse to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear agreeable to equity & good Conscience To the End therefore that the said Condapah & Enikina Pilla may upon their Corporal Oaths true & perfect Answer make to all & singular the Premises as fully at large as herein before set forth & alledged

Sheriff of Fort Saint George Towne 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 Honble Court prefixed and appointed then & there to Stand to and abide by such Order & Decree therein as to this Honble Court shall seem Meet

Chas. Brownley
Attorney for the Complainant

Mayor's Court at Madraspatnam } Tuesday the 29th Day of March Anno Domini 1768

Present

Charles Smith Esquire Mayor
Peter Marriette — John Debonnaire
Anthony Sadlier — & Reynold Adams
Aldermen

Mayor's Court

Between Samuel Craigg of Cuddalore an Ensign in the Service of the Honble United English East India Company's Troops Complainant and Ramachilliam of the same place Conicoply Defendant

The Defendant being in Court and Acknowledging the justness of the Complainants Demand this Court do therefore think fit to Order & Decree and doth Accordingly Order & Decree that the Defendant shall pay unto the Complainant the full

forty fanams of Pagodas 32 ¾ 40 ^ms^ together with such Interest as accrues or shall hereafter become due thereon Untill full payment is made also all Costs of this Suit

By Court

Filed the 27th February
Read the 1st March } 1768

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Cuming of Fort Saint George Merchant that Condapah and Enikinapilla of Cuddalore Conicoply but at Present of Madras Inhabitants stand indebted unto Your Orator in the full & just Sum of Nine hundred & Six Pagodas Nine fanams and fifty two Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of three hundred and Sixty two Pounds Nine Shillings & Two Pence as the Ballance of an Account Current hereunto annexed for the inspection of this Honble Court And Whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the said Condapah and Enikina Pilla

But now so it is and may it please this Honble Court the said Condapah and Enikina Pilla obstinately & wilfully Refuse to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear agreeable to equity & good Conscience To the End therefore that the said Condapah & Enikina Pilla may upon their Corporal Oaths true & perfect Answer make to all & singular the Premises as fully at large herein before set forth & alledged

same were here again repeated & interrogated & be Decreed to pay unto Your Orator the aforesaid Sum of Nine Hundred & Six Pagos Nine fanams & fifty two Cash with all such Interest as now is or shall hereafter grow due thereon also all Costs of this Suit

May it please this Hon'ble Court to cause the said Condapah and Enikina Pilla to be Summoned & required by the Sheriff of Fort Saint George Town of Madraspatnam & the Districts thereof personally to be and appear before this Hon'ble Court at a certain time and place to be by this Honorable Court prefixed and appointed then & there to stand to and to and abide by such Order & Decree therein as to this Hon'ble Court shall seem Meet

27th February 1768

Chas Bromley
Attorney for the Complainant

The Complainant having Sworn to his Debt Let a Summons Vet immidiately with a Warrant of Arrest issue the Defendant being about to depart out of the Jurisdiction of this Court

Charles Smith
Mayor

Dr Condapah & Enikina Pilla their Account Curr't With Mr Willm Cumming Cr

1766 July	1st	To Cash lent on Your Joint Bond of this Date	400					By Ballance Due	906	9	52
		To Interest on Pagos 400 from the 1 July 1766 to the 27th Feby 1768 being 1 Yr 7 M 27 @ 8 p Cent	53	2	32						
						453	2	32			
		To Ditto on Your Joint Bond of this Date	401								
		To Interest on Pagos 401 from 1st July 1766 to 27th Feby 1768 being 1 Yr 7 M	53	7	20						
								Pagodas	906	9	52

Mayor's Court at Madraspatnam

Tuesday the 5th Day of April Anno Domini 1768

Present

L:S

Charles Smith Esquire Mayor
Peter Mariette — John Debonaire &
Arthur Cuthbert — Aldermen

Mayor's Court

Between William Cumming of Fort Saint George Merchant Complainant & Condapah and Enikinapilla of Cuddalore Conicoplys defendts

It appearing by the Records of this Court that the Defendt Cundapah hath been Served with the Usual Rules to Answer the Complainants Bill, but wilfully & obstinately refusing so to do This Court doth therefore think fit to Order and Decree & doth Accordingly Order & Decree that the Defendant Cundapah shall pay unto the Complainant the full and just Sum of Nine Hundred & Six Pagos Nine fanams & fifty two Cash / Pagodas 906 9 52 / together with such Interest as now is or shall hereafter become due thereon, untill full Payment is made also all Costs of this Suit

Cur

Filed the 27th Feby 1768
Read the 1st March

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

Cumbly Complaining Sheweth unto this Hon'ble

that Veerabudra Pilla of Madras Inhabitant stands indebted unto Your Orator in the Sum of Two thousand Eight Hundred & Ninety five Star Pagodas Twenty two fanams & twenty Six Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of one thousand one hundred and fifty Eight Pounds four Shillings & three pence as the Ballance of an Account Current hereunto Annexed for the Inspection of this Honble Court And Whereas Your Orator hath frequently and in an Amicable manner requested Payment of the said Veerapermaul

But now so it is and may it please this Honble Court the said Veerabudra Pilla obstinately & wilfully refuses to give Your Orator any Manner of Satisfaction touching the Premis Your Orator prays a General Relief such as to this Honble Court shall appear agreeable to Equity & good Conscience To the End therefore that the said Veerabudra Pilla may upon his Corporal Oath true & perfect Answer make to all and Singular the Matters and things herein before set forth & Alledged as fully truly & effectually to all intents & purposes as if the same were here again repeated & interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of Two thousand Eight hundred and Ninety five Pagodas Twenty two fanams and twenty Six 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 Veerabudra Pilla to be Summoned & Required by the Sheriff of Fort Saint George Town of Madraspatnam & the districts thereof personally to be & appear before this Honble Court at a certain time & place to be by this Honble Court prefixed & appointed then & there to stand & abide by [illegible] as to this Honble Court shall [illegible]

his Debt Let a Summons Returnable Immediately with a Warrant of Arrest issue the Defendant being about to depart out of the Jurisdiction of this Court

Chas. Smith
Mayor

Veerabudra Pilla in Account Current With Mr. Robert Dowsett Cr.

Cash lent You on Your Bond of this Date	2000 m.m	1765 th March 30	By Blue Cloth ... 1000 m.m
Interest on Pagos 2000 from 27th December 1764 to 27th February 1768 being 4 yrs 2 m @ 8 ₱ Cent ₱ Annum	666 24 m		By Interest on Pagos 1000 from 30 March 1765 to 27th February 1768 being 2 yrs 10 m @ 8 ₱ Cent
	2666 24 m		493 2 32
Cash lent on Your Bond of this date	585 m.m		By Ballance Due
Interest on Pagos 585 from 23 of March 1765 to 27th February 1768 being 2 yrs 11 m @ 8 ₱ Cent ₱ Annum	137 m 58		2895 22 26
	722 m 58		
Pagodas	3388 24 58		Pagodas ... 3388 24 58

Fort St. George 27th February 1768
Errors Exceptions
Robert Dowsett

Mayor's Court at Madraspatnam

Tuesday the 5th April Anno Domini 1768

Present
Charles Smith Esquire Mayor
Peter Mariette — John Debonaire &
Arthur Cuthbert — Aldermen

L.S.

Mayor's Court

Between Robert Dowsett of Fort Saint George Merchant Complainant and Veerabudra Pilla of Madras Inhabitant Defendant

It appearing by the Records of this Court, that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but willfully and obstinately refusing so to do, this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree, that the Defendant shall pay unto the Complainant the full and just Sum of Two thousand Eight Hundred and Ninety five Pagodas, Twenty two fanams & Twenty Six Cash / Pagodas 2895„22 26 / together with such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

A Cur

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

Read and Filed 19th January 1768

this Hon'ble Court Your Orator David Jones of Madras Armenian Merchant that Whereas Vencata Ramiah also of the same place Dubash Stands Indebted unto Your Orator with principal and Interest in the full and Just Sum of thirty One Pagodas, eighteen fanams and thirty Cash Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda eight Shillings the Sum of Twelve Pounds Eleven Shillings & Six pence or thereabouts being for Goods sold by Your Orator to the said Vencataramaih on or about the fifteenth day of April which was in the Year of Our Lord One thousand Seven hundred & Sixty One as will more fully & at large appear by an Account hereunto annexed for the inspection of this Hon'ble Court And to which Your Orator most humbly refers & prays that 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 often and in an Amicable Manner requested payment from the said Vencata Ramiah of the aforesaid Sum of thirty one Pagodas Eighteen fanams & thirty Cash

But now so it is may it please this Hon'ble Court the said Vencata Ramiah Obstinately & wilfully refuses to give Your Orator any Manner of Satisfaction touching the Premisses Under several Unjust frevilious & evasive pretences Your Orator therefore prays a General Relief such as to this Hon'ble Court shall appear Agreeable to equity & good Concience To the End therefore that the said Vencata Ramiah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before setforth and alledged as fully truly and Effectually to all Intents and purposes as If the same were hereagain repeated & particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of thirty One Pagodas Eighteen fanams &

hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Vencata Ramiah to be Summoned & Required by the Sheriff of Fort Saint George Town of Madraspatnam & the Districts thereof personally to be and appear before this Hon'ble Court at a Certain time and there to Stand to and Abide by such Order and Decree therein as to this Hon'ble Court shall Seem Meet

James Hathaway
Attorney for the Complainant

Vencata Ramiah Dr

1761 April	15	To 3 Pieces of Nellour Moreis	10 40
		To 1 Volume of Historical Geography	8 14 30
			19 11 30
		Interest from the 15th April 1761 to the 15th Janry 1768 is 6 9 @ 8 ₱ Cent ₱ Annum	72 7
			Pagodas 31 18 30

Fort St George
the 15th January 1768

Errors Excepted
[illegible]

Mayor's Court at Madraspatnam

Tuesday the 12th Day of April Anno Domini 1768

Present
Charles Smith Esquire Mayor
Thomas Powney & Reynold Adams
Aldermen

L S

Court

Between David Jones of Madras Armenian Merchant Complainant and Vencata Ramiah also of the same place Dubash Defendant

It appearing by the Records of this Court that the defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully & 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 thirty One Pagodas Eighteen fanams & thirty Cash (Pagodas 31 18 30) together with such Interest as now is or shall hereafter become due thereon Untill full Payment is made also all Costs of this Suit

₱ Cur

Read and filed 18th February 1766

To the Hon'ble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Hon'ble Court Your Orator Henry Fletcher of the Middlesex Indiaman Commander in the Service of the Hon'ble United English East India Company by his Attorneys Claud Russell & John Smith of Fort St George Merchants that William Flint a Major in the said Hon'ble Companys Troops on the Coast of Coromandell & Francis Jourdan of Fort St George Merchants Executors to the last Will & Testament of Capt William Stevenson as Executors [illegible] Et to stand indebted unto Your Orator in the

making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the full and just Sum of Forty two Pounds fifteen Shillings reference to the Account Current hereto annexed will morefully explain the Nature of Your Orators Demand 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 William Flint & Francis Jourdan as Executors above said obstinately & wilfully refuse to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays such Relief as to this Honble Court shall appear Agreeable to Equity & good Conscience To the end therefore that the said William Flint & Francis Jourdan may upon their Corporal Oath true & perfect Answer make to all and Singular the Matters and things herein before setforth & alledged as fully truly & Effectually to all intents & purposes as if the same were here again repeated & interrogated & be Decreed to pay unto Your Orator the aforesaid Sum of One hundred & Six Pagodas thirty Six 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 William Flint & Francis Jourdan to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be & Appear before this Honble Court at a certain time & place to be by this Honble Court prefixed and Appointed then & there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley
Attorney for the Complainant

Dr The Executors of the late Captain William Stevenson Cr

To the Passage and Diet of his Girl from Batavia to Madrass 146 Days @ 5s ⅌ Day as ⅌ Agreement	36	10	m	By Ballance due as Stated by Captain Fletcher the 1st Octr 1765 & demanded on the same day	42 15 m
To the Passage and Diet of his Malay Servant on board of the Earl of Middlesex 100 days @ 15s ⅌ Day is	6	5	m		
£	42	15	m	£	42 15 m

Fort St George 17th Feby 1766
Errors Excepted
Jn John Smith Junr

Jurin Cur
13th May 1766

The Answer of William Flint, Major in the Honorable Companys Service and Francis Jourdan of Fort St George Merchant, Executors of William Stevenson Defendants, to the Bill of Complaint of Henry Fletcher, Commander of the Middlesex India man, Complainant by his Attorneys Claud Russell and John Smith of Fortsaint George Merchant

These Defendants now and at all times hereafter, saving and reserving to themselves, all & all manner of benefit, and advantage of Exception to the many errors, imperfections, &

unto so much thereof, as these Defendants are advised doth materially Concern them to make Answer unto they these Defendants Answer and Say, that they deny that the Estate of William Stevenson, Deceased to be indebted to the Complainant the Sum sued for, but admit that the said Estate is indebted to him for the passage of a Woman, or Maid Servant, and a Malay boy, which they have offered to pay, and are still willing to do in the manner following, one Rupee per day for the Woman or Maid Servant, and half a Rupee, per day for the Malay boy, for the time they attended on the said William Stevenson, on board the Earl of Middlesex these Defendants further set forth that the Complainant has inserted in his Account Current annexed to his Bill of Complaint, that there is an Agreement between him, and the said William Stevenson deceased, for the passage of the said Woman, or Maid Servant, which had he produced, they would have complied with his demand if agreeable thereto: but as neither the Complainant, nor his Attorneys have produced it with submission to this Hon'ble Court, these Defendants humbly conceive it is inconsistent with the duty of Executors to discharge such an exorbitant demand as Cabbin passengers who had the Captains table, and other Priviledges paid no more than two Rupees per day which is the Rate the Complainant hath Charged for the said William Stevensons Woman, or Maid Servant, who could not be supposed to have many of the accommodations those who paid two Rupees enjoyed, these Defendants therefore humbly hope who paid two Rupees enjoyed, these Defendants therefore humbly hope from what they have advanced, that this Hon'ble Court, will be of opinion that there offers are Reasonable, & submit it this Matter to their impartial Judgment

All which Matters and things these Defendants are ready to aver Maintain, & prove, as this Honorable Court shall

Reasonable Costs, and Charges, in this Behalf most wrongfully Sustained.

Willm Flint Excors
Francis Jourdan

William Cranwell
Attorney for the Defendants

Read and Filed
Octr 20th 1767

The Replication of Henry Flitcher Commander of the Middlesex India man by his Attornies Claud Russell and John Smith of Fort Saint George Merchants Complainant to the Answer of William Flint Major in the Hon'ble Companys Services, & Francis Jourdan of Fort St George Merchant Executors of William Stevenson Deceased Defend^ts

This Replyant Saving to himself all Advantages of Exception to the uncertainties, untruths & insufficiencies of the Defendants Answer for Replication thereunto saith, that all and singular the Matters and things, in this Replyants said Bill contained are true, as the same are therein alledged, and that the Answer of the said Defendant, to the said Bill, is very untrue imperfect & insufficient to be Replyed unto & this Replyant, is ready to Aver Maintain & prove the same, as this Hon'ble Court shall aWard and humbly Prays as in. & by his said Bill, he has already Prayed

Chas Bromley

Read and Filed
27th October 1767

The Rejoinder of William Kliet Major in the Hon'ble Company's Service & Francis Jourdan of Fort Saint George Merchant, Executors of William Stevenson Defendants to the Replication of Henry Fletcher, Commander of the Middlesex Indiaman, Complainant by his Attornies Claud Russell and John Smith of Fort St George Merchants.

These Defendants, now and at all times hereafter saving and reserving to themselves all manner of benefit & advantage of Exception, to the Many Errors incertainty, and insufficiency of the said Replication, saith that the Defendants said Answer is certain, true, & sufficient in the Law to be Replied unto, And they also say, as in and by their said Answer, they have already said, & do and will aver, & maintain all, and every thing & things therein to be true, & certain, in such manner, & form as they, & every of them, are therein alledged & expressed

All which Matters & things, these Defendants are ready to aver, maintain, and prove as this Hon'ble Court shall Direct & humbly pray, as in, & by their said Answer, they have Already Prayed.

Willm Cranwell
Attorney for the Defendants

I do hereby Declare, that I paid Mr Joseph Smith Second Officer of the Earl of Middlesex, the Sum of Two Hundred Rupees for the Use of his Cabbin from Batavia to Madras that is from the 12th of April to the 27th of May 1765 both days inclusive is 46 Days, & that I dont think it any ways Extravagant Considering the Circumstances the Ship was then in on Account of the great Numbers of Passengers that was then on Board

David Read

Fort St George
October 10th 1765

I do hereby Certifie, to whom it may Concern, that I have paid to Captain Henry Fletcher, the Sum of five Shillings Sterling pr day for the Diet only of my Girl for the time she was on Board the Earl of Middlesex Freight or passage Money, not being Included it is at the Request of Captain Henry Fletcher that I give this Certificate

Thos Backhouse

Dated on Board the
Earl of Middlesex
19th October 1765 & Signed
in presence of Me John Jolly

To Henry Fletcher Esqr

Sir

By the Bearer You'll Receive the Hundred Rupees I was indebted to You for Mrs [illegible]

make five Shillings Starling pr day for one hundred days she was on board, which I hope You'll think Sufficient for Provisions.

Fort St George
Octr 11th 1765

The Estate of the late Captn William Stevenson ..... Dr

	£	s	d
To the Passage and Diet of his Girl from Batavia to Madras 146 Days @ 5/ pr Day as pr Agreement	36	10	
To the Passage and Diet of his Malay Servant on Board the Earl of Middlesex 100 Days at 13d pr Day is ...	6	5	
£ ...	42	15	

Exchange @ 8/ pr Pagoda — Or Pagodas 106 36 60

Errors Excepted & Contents Received
Henry Fletcher

Fort St George
October the 1st 1765

To the Use of the Chief Mates Cabin for 3 Months ... NB Capt Reed paid for the 2d Mates Cabin 2 Months ..... 100 Spa Dollrs

NB Capt Mollock Received Freight for Each Common Soldier 15 pence pr Day and the Same for their Provisions

Garnons presents his Compts to Capt Flecher and Sends him pr Bearer the Ballance of Lieut Speeds Note He begs leave to present him 30 Pagodas as a Small Acknowledgement for the Civility he was Pleased to shew to a Certain Incomberance he brought on Board

Had he Stayed in the Country he would not have Limited it so Narrowly, but to be Honest with him, Must Confess that the More he thinks Upon Europe the greater Value he setts on Money, & fears he will to soone find Out that had he been less lavish of it would have been better for him

Wedness Day Morn 10 Obr 65

Mayors Court at Madraspatnam — Tuesday the 24th day of May Anno Domini 1768

Present
D.S. Charles Smith Esquire Mayor
Reynold Adams — Arthur Cuthbert &
Edward Stracey — Aldermen

Mayors Court

Between Henry Fletcher of the Middlesex Indiaman Commander in the Service of the Honble United English East India Company by his Attorneys Claud Russell and John Smith of Fort Saint George Merchants Complainant and William Flint a Major in the said Honble Companys Troops on the Coast of Coromandel and Francis Jourdan of Fort Saint George Merchant Defendant

This Cause coming on to be heard and Debated this

Orators further shew unto this Honble Court that they have often in an Amicable Manner Requested payment of the aforesaid Sum of four hundred Pagodas from the said John Rosing But now so it is may it please this Honble Court the said John Rosing wilfully and obstinately refuses to give Your Orators any satisfaction touching the premises Your Orators therefore pray a General Relief, such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said John Rosing may upon his Corporal Oath, above & perfect Answer make to all and singular the Matters and things before alledged & set forth, as fully, truly and effectually as if the same were hereagain Repeated and Interrogated and he Decreed to pay Your Orator the aforesaid Sum of four hundred Pag^s with the usual Interest & Costs of this Suit May it please this Honble Court to cause the said John Rosing 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 & place to be by this Honble Court appointed and Assigned, then and there to Answer Your Orators their Bill of Complaint, and further to doe to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

William Cramwell
Attorney for the Complainants

Mayor's Court at Madraspatnam

Tuesday the 21 Day of May Anno Domini 1768

Present
Charles Smith Esquire Mayor
Peter Mariette — Reynold Adams &
Edward Stracey — Aldermen

L:1

Mayor's Court

Between Gouapah, Mangapah and Candapah of Madras Inhabitants Complainants and John Rosing Mariner and Master of the Ship named the Royal Admiral now lying in Madras Road 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 Complainants the full and just Sum of Four Hundred Pagodas Pagodas 400 together with such Interest as now is or shall hereafter become due thereon Until full payment is made also all Costs of this Suit

By Court

Filed 28 Sept^r
Read 6 Octr 1768

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble

Orator in the full and just Sum of Nine hundred and Eighty One Pags Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of three hundred and Ninety two Pounds and Eight Shillings Tor that whereas Your Orator did some time in the Month of June in the present Year of Our Lord One thousand Seven hundred & Sixty Seven Sell and Dispose of a Parcel of Cordage to the said John Solly Amounting in the whole to One thousand Nine hundred and Eighty One Pagodas which Sum was to be paid to Your Orator on the Delivery of the said Cordage And Your Orator further Sheweth that the said Cordage was soon afterwards Delivered to the said John Solly or to some Person or Persons Authorized by him the said John Solly to Receive it & Your Orator did thereupon or soon afterwards send in his Bill to the said John Solly for the Amount of the said Cordage Signed as is Customary which the said John Solly Instead of paying the Amount as He ought to have done kept without paying the same or any part thereof and did afterwards put off the payment of the said Bill from Day to Day with frivilous and Evasive Excuses for about a Week and then He paid One thousand Pagodas in part of the said Bill for which Mr William Godfrey who Received the same gave him a Receipt in part of the said Bill on Your Orators Account And Your Orator Requested the said John Solly to give Your Orator the said Bill for the said One thousand Nine hundred and Eighty One Pags But which he Refused to Comply with And Your Orator further Sheweth unto this Honble Court that he hath frequently & in an Amicable Manner both by himself & his Agents applyed to the said John Solly & Requested that He would either pay Your Orator the said Sum of Nine hundred and Eighty One Pagodas or Deliver unto

But now so it is may it please this Honble Court the said John Solly Obstinately and wilfully refuses either to pay the same or to Deliver the said Bill unto Your Orator or to give Your Orator any Manner of Satisfaction touching the Premises Under several Unjust frivilous and Evasive pretences Sometimes pretending that the said Cordage did not turn out Agreeable to the Weight in the said Bill Specified Whereas Your Orator Charges that He Sold the said Cordage to the said John Solly according to the Usual Custom of Disposing of Cordage both by the Honble Company and others And Honestly Charged and rated the said Cordage at the Medium Weight of Cordage of the same Size in the said Company's Stores and as the Company Usually rate them And the said John Solly did not at the time that He Purchased the said Cordage desire it might be Weighed but without it's being Weighed or without desiring that it might be Weighed Notwithstanding Your Orator frequently desired He would Weigh or Measure it as it was Delivered to him And further the said John Solly Sold part of the said Cordage Some time after it was Delivered to him by Your Orator without Weighing what He so Sold and before He made any Scruples about the Weight of it and Hereby paid a thousand Pagodas in part of the said Bill before he made such Scruples which Your Orator Conceives was a plain Acknowledgment of the Justness of the said Bill and of Your Orators said Demand And the said John Solly also left the said Cordage Exposed to the Weather for a Week or thereabouts after He Received it without making any Scruples either about the Weight of it or any thing else And which might for anything Your Orator knows to the Contrary be Changed or Cut Your Orator

And that Your Orator is not Obliged to stand to any Losses or damage with regard to Weight or any thing else that might happen to the said Cordage through the Dilatoriness or Negligence of the said John Solly & particularly as Your Orator frequently Requested the said John Solly to Weigh or Measure the said Cordage at the time it was delivered to him as aforesaid And more Especially Your Orator Conceives that when any kind of Goods Wares or Merchandizes are Sold by Weight it is always Customary for the Purchaser if He is any Way Scrupulous about the Weight to See the Goods Weighed before he Receives them into his Custody which as the said John Solly Neglected doing Your Orator Conceives He has Divested Himself of any right that he otherwise might have had to Object to the Weight of the said Cordage even if it had not Weighed & what Your Orator has Charged him & what Cordage of the same Dimensions Generally Weigh & that He is now Obliged to abide by the Customary Weight & Cordage of such Dimensions And Your Orator further Charges that upon Your Orator Attorneys Demanding the said Bill or the Amount thereof from the said John Solly on the twenty third Day of this present Month of September He the said John Solly sent a Sketch of what He recalled an Account to Your Orator's said Attorney wherein He Says It Amount of his Bill Delivered in to Mr. Hall 1657 & at the same time Writing a Note to Your Orator's said Attorney with the said Sketch wherein He says Mr. Beaver Paul Perceive the full Ballance of Captain Doduells Account, And on the Next day on Your Orator's said Attorney sending to the said John Solly for the said Account He Writes that the Account which Your Orator Mentions was Erroneous and a New One was made out by Mr. Hayward what became of the Old One He did not Remember nor ever Looked on it further than as spoiled Waste Paper, As will more

Inspection of this Hon'ble Court Notwithstanding which Alter-tion Your Orator Charges that the said John Solly had the said Bill in his Possession several Weeks and Examined or Compared it both with Mr. Reynold Adams Book and the Company's & Who found that what Your Orator had Charged in the said Bill exactly Agreed with the Accounts in the said Books He said there must have been some Mistake made in those Books, But Inconsiderately which Assertions and the said John Solly's Detaining both the said Bill and the Amount of it Your Orator Submits to the Judgment of this Hon'ble Court And prays a general Relief such as to this Hon'ble Court shall appear Agreeable to Equity & good Conscience & To the end therefore that the said John Solly may upon his Corporal Oath full true direct and Perfect Answer make to all & Singular the Matters & things herein before Charged as fully truly & Effectually to all Intents and Purposes as if the same were here again Repeated & particularly Interrogated & more Especially that He may set forth & Discover Whether He is not Indebted unto Your Orator in the Sum of Nine hundred & Eight One Pagodas or some other and what Sum on the above mentioned or some other & what Account And whether Your Orator did not or about the above mentioned or some other & what time Dispose of a parcel of Cordage to the said John Solly to the above mentioned or some other and what Amount And whether the said Cordage was not Sold for ready Money or whether the said Cordage was not to be paid for upon the same being Delivered to the said John Solly or how otherwise And whether Your Orator or some Person for him and on his Account did not upon or soon after the Sale of the said Cordage Deliver the same to the said John Solly or to some Person or Persons on his Account or Authorized by the said John Solly to Receive the same And whether Your Orator

said John Jolly send in his Bill to him the said John Jolly
for the Amount of the said Cordage And when in particular He
so sent the same and how much the said Bill Amounted to &
Whether the said Bill was not Signed by Your Orator in the
Usual or Customary Way or how otherwise and whether such Signature
was not, and Whether it is not Generally looked upon to be in the
Nature of a Receipt And Whether the said John Jolly did at the
time Your Orator so sent the said Bill to him pay the Amount
thereof or any part thereof And whether He did not keep the said Bill
And that He may setforth for what Reason He so detained the said
Bill without Paying the Amount of it And where the same now is
and in whose Custody or what is became of it And when where & on
what Occasion He last Saw it And that He may produce the
same for the Inspection of this Honble Court & that the said John
Jolly may setforth Whether He did not pay unto Your Orator a thou=
=sand Pagr or some other & what Sum in part of the said Bill about
a Week or some other and what time after He so detained it and before
He Weighed the said Cordage or how otherwise & whether the said
John Jolly did not Receive a Receipt for the said One thousand Pagr
in part of the said Bill & from whom & whether Your Orator did
not Request the said John Jolly to Deliver up the said Bill for
the whole Amount to Your Orator And Whether He did not refuse
or Neglect so to do & for what Reason & whether Your Orator hath not
frequently by himself and his Agents or how otherwise applyed
to the said John Jolly & Requested him either to pay unto Your Orator
the said Sum of Nine hundred & Eighty One Pagodas or Deliver
unto Your Orator the said Bill which he so detained as aforesaid
And whether he did not refuse to Comply with Your Orators said
Request and for what reason And whether the said John Jolly

not make such abovementioned or some other & what pretences And
whether Your Orator did not Sell the said Cordage to the said John Jolly
According to the Usual Custom of Disposing of Cordage both by the Honble
Company and others or how otherwise And whether Your Orator did not in
the said Bill which He sent to the said John Jolly and which
he detained as aforesaid Charge and rate the said Cordage at the Medium
Weight of Cordage of the same Size or Demensions in the said Company's
Stores or how otherwise And whether the said John Jolly did at the
time that He Purchased the said Cordage desire that it might be
Weighed And whether he the said John Jolly did not Receive it
without being Weighed & for what Reason He so Received the same
And whether Your Orator did not desire the said John Jolly would
Weigh or Measure the same And why He did not do so at the time
He Received it And whether the said John Jolly did not after &
how long after the said Cordage was Delivered to him by Your Orator
Sell or Dispose of part thereof without Weighing it and before He
made any Scruples about the Weight of it or how otherwise and that He
may setforth what Quantity He so Sold And that He may setforth
why and for what reason He paid any part of the said Bill if He
did not look upon the same to be a Just One And whether the said
John Jolly did not leave the said Cordage or some & what part thereof
Exposed to the Weather for some & what time after Your Orator delivered
it to him without making any Scruples either about the Weight of
it or any thing else And whether the Cordage that the said John
Jolly pretends He Weighed was the same which he purchased from
Your Orator And which Your Orator Delivered to him And how
much the said Cordage Weighed And whether He either Weighed
the same himself or Saw it Weighed Or how He became Acquainted
with the Weight of it & how long after it was Delivered to him &

it is not Customary for the Purchaser, if He is Scrupulous about the Weight to See the same, or appoint some Person to see the same Weighed before He receives them into his Custody And whether on Your Orators Attorney demanding from the said John Jolly either the said Bill or the Amount of it as above He did not send a Sketch of what He called an Account to Your Orators said Attorney together with a Chit and also another Chit the next day to the abovementioned or some other And what purport respectively And that the said John Jolly may Set forth how long He had the said Bill in his Possession And whether He did not Examine and Compare it with the said Mr Adams's Book and also one or more Book or Books belonging to the Hon'ble Company and whether he did not find that the Weight which Your Orator had Charged in the said Bill nearly Agreed with the said Accounts with Which He Compared it Or in what respect it differed, And that the said John Jolly may be Decreed to Deliver up to Your Orator the said Bill so Signed by Your Orator and sent to him the said John Jolly and which He detained as aforesaid And to pay unto Your Orator the said Sum of Nine hundred & Eighty One Pagodas 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 John Jolly 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 Hon'ble Court prefixed & appointed then and there to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

John Sykes
Attorney for the Complt

28th Septr 1767
Shewn to Me between the Days of
Adjournment Let a Summons Issue Returnable the

Jur in Cur
10th Novr 1767

The Answer of John Jolly of Fort Saint George Merchant to the Bill of Complaint of George Dodwell of the same place also Merchant

This 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 many Errors Uncertainties and Untruths in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is materiall for him to make Answer thereunto he this Defendant Answereth and Saith, that he did on or about the Middle of June in the Present Year One thousand Seven hundred and Sixty Seven purchase a Quantity of Cordage of the Complainant George Dodwell, at the Rate of Six Pagodas &c Out which Cordage was Landed and placed under the Seagate in the same manner and Condition as Received from on board the Complainants Vessell, as he this said Defendant verily beleives, this said Defendant further Answereth and Saith, that whilst the said Cordage was landing Mr Francis Jourdan of this place Merchant, applied to this said Defendant for a Cable, which was apart of the said Cordage purchased from the Complainant, the said Defendant permitted the said Mr Francis Jourdan to take away such Cable, as the said Defendant did not suspect in the least but that the said Complainant had a proper Invoice and therefore the said Mr Francis Jourdan Received the said Cable from this Defendt Agreeable to the Weight as Charged by the said Complainant, and which for any thing this said Defendant knows, the same may be Right, the said Francis Jourdan having immediately or soon after, Shipped the said Cable on board of one of his Vessells then laying in the Road

it is not Customary) for the Purchaser, if He is Scrupulous about the Weight to See the same, or appoint some Person to see the same Weighed before He receives them into his Custody) And whether or Your Orator's (Attorney) demanding from the said John Solly either the said Bill or the Amount of it as above He did not and a Sketch of what He called an Account to Your Orator's said Attorney together with a Chit and also another Chit the next day) to the above mentioned or some other And what pursuant respectively) And that the said John Solly may) Set forth how long) He had the said Bill in his Possession And whether He did not Examine and Compare it with the said Mr Adams's Book and also one or more Book or Books belonging to the Honble Company and whether he did not find that the Weight which Your Orator had Charged in the said Bill Generally Agreed with the said Accounts with Which He Compared it & in what respect it differed And that the said John Solly may be Decreed to Deliver up to Your Orator the said Bill so Signed by Your Orator and sent to him the said John Solly and which He detained as aforesaid And to pay unto Your Orator the said Sum of Nine hundred & Eighty One Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said John Solly 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 Honble Court prescribed & appointed there and there to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

John Sykes
Attorney for the Compt

28th Sept 1767

Sworn to Me between the Days of
Let a Summons
Returnable the

Jurin Curr
10th March 1767

The Answer of John Solly of Fort Saint George Merchant to the Bill of Complaint of George Dodwell of the same place also Merchant

This 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 many Errors Uncertainties and Insufficiencies in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is material for him to make Answer thereunto he this Defendant Answereth and Saith, that he did on or about the Middle of June in the present Year One thousand Seven hundred and Sixty Seven purchase a Quantity of Cardage of the Complainant George Dodwell at the Rate of Six Pagodas & Pardaw which Cardage was Landed and placed under the Seagate in the same manner and Condition as Received from on board the Complainant's Vessel, as to this said Defendant verily believes, this said Defendant further Answereth and Saith, that whilst the said Cardage was landing Mr Francis Jourdan of this place Merchant, applied to this said Defendant for a Cable, which was apart of the said Cardage purchased from the Complainant the said Defendant permitted the said Mr Francis Jourdan to take away such Cable, as the said Defendant did not suspect or the least but that the said Complainant had a proper Invoice and therefore the said Mr Francis Jourdan Received the said Cable from this Defendt Agreable to the Weight as Charged by the said Complainant, and which for any thing this said Defendant knows, the same may be right, the said Francis Jourdan having immediately or soon after Shipped the said Cable on board of one of his Vessells then laying in the Road

The Defendant further Answereth and Saith, that he did soon after the landing of the Cordage apply to the said Complainant for the Invoice of the same in order that the said Cordage might be Compared with the Weights and Measures as Particularized therein the Complainant acquainted this said Defendant that he could not furnish him this defendt with a proper Invoice on Account of his having bought the whole in a lump and put the same on board of his said Vessell in the Night time, this said Defendant Replied to the said Complainant, and told him to put some Weight upon the Cordage and if he this said Defendant found such Weights and dimensions agree with the Bills of parcells of Cordage that he this Defendant had before bought by, that he this Defendant would make no Scruple of paying for the same, this Defendant further Answereth and Saith, that soon after this the said Complainant furnished this defendt with a Bill of parcells of the Cordage which he this Defendt compared with an Invoice of a Rope Makers in England and found that the Complainants Weights of Cables of the same Dimensions much Exceeded the other, this said Defendant further Answereth and Saith, that he Represented the Difference to the Complainant and shewed him the Europe Bills of parcells which the said Defendant thought was a Sufficient ground to object against the Account Particulars of the Cordage, delivered in by the Complainant, and therefore proposed to the said Complainant that the Cables should be Measured and a fatham cut of their Ends and Weighed, by which Means the Exact knowledge of their Weights would became at, & the strictest justice done on both sides, this proposal the said Complainant fully Agreed to and appointed his Chief Mate Mr Godfrey, the person in the Bill of Complaint Mentioned, with his Conicoply to accompany Mr Jolly's Conicoplys in Measuring and Weighing the Cables, which was done and then for the first time the

in his Godown, the said Defendant further Answerable and Saith, that upon the Examination made by this Defendant's Conicoply and the aforementioned Mr Godfrey, the Cables were found Greatly Difficient both in length and Weight, the Length of some not Exceeding one hundred Fathom Whereas they should be at least one hundred and Twenty fathoms and are all over rated as must be the Case if they have not their due length but this Defendant further Saith he humbly Conceives that the Account taken of the Cables by his said Conicoplys and Mr Godfrey ought to be the Standered by which the said Complainant ought to charge and he this defendt to pay, which he is Ready to do and always was willing so to do having frequently Tendered the Ballance of the Account, being Six hundred & fifty Nine Pagodas three fanams to the Complainant which he the Complainant has as often Refused This Defendant by leave of this Honble Court in order to render the dispute more Conspicious, hath hereto annexed two Account Particulars of the Cordage, the One as Originally delivered by the Complainant and the other as the Exact Particulars of the Cordage by the aforementioned Examination taken in the presence of this defendts Conicoplys and Mr Godfrey, the which he this Defendant prays may be taken as part of this his Answer, the defendant further Saith that having thus related the Matters of fact as they really were, he by leave of this Honble Court will endeavour to refute such Assertions of the Complainant as he has setforth in his Bill of Complaint, first he this Defendant denies that he ever purchase of the Complainant the Cordage upon the terms as setforth in his Bill of parcells hereto annexed Marked A or that the Cordage was delivered to him this Defendant, or by him accepted of upon such said Bill of parcells but on the Contrary that such Bill of Parcells was delivered to the said defendt in order for this said Defendant to Compare the Weights therein charged with the real Weight of the Cordage the said Defendant also

day to day with frivolous or Evasive Excuses, or that he paid he paid to the said Complainant the Sum of one thousand Pagodas in part payment of his said Bill of Parcells Marked A but on the Contrary that the said Bill of Parcells was kept by the said Defendant for the Reasons before given and in Conformity to the Agreement that then was made between this said Defendant and the Complainant and which in justice and Equity ought to have been done, as it cannot be immagined this said Defendant would purchase a parcell of Cordage from the Complainant or any one Else without Examining the Contents with the Bill of Parcells, and with regard to the Sum of One thousand Star Pagodas which the said Complainant saith this Defendant paid in part of the said Bill of Parcells to Mr. Godfrey on his Account, the Defendant in Answer thereto denies, that he paid such Sum in part of the said Bill of Parcells, but that he Advanced the same on Account of the Cordage as part payment of the Account when Settled to the Complainant by Means of the said Mr. Godfrey at his pressing instance and request as he the said Complainant said that he was indebted to a Black Merchant at this place in that Sum, and it very evidently Appears to be so from the tenor of the Matter alledged by the Compl.ts Bill of Complaint that the Defendant did not give such Sum in part Payment of the said Bill of Parcells Marked A by the Complainant Setting forth in his said Bill of Complaint that he Requested the Defendant to Return the said Bill of Parcells who Refused so to do, the Defendant admits that he did Refuse to Return the first Bill of Parcells Marked A because he immagined the same to be of no kind of Use, as a second Bill of Parcells was made out agreeable to the Examination of the Cordage taken by Mr. Godfrey and this Defendants Conicoply, and likewise admits that he

of the Cordage Reserving to himself the Ballance of the Accounts as should appear to be just, this Defendant immagining the Cordage though not Weighed and Measured was a sufficient Security for the One thousand Pag.s advanced the Defendant Saith to the Charge of his Receiving the Cordage from the Complainant agreeable to the Usual Custom of disposing of Cordage as he relates in his Bill of Complaint, he cannot admit of the same to be true, As it is well known to this Hon.ble Court that all Cordage where there is a possibility of Weighing is Weighed, & also such as Cannot be Weighed, if the Buyer and Seller do not agree to the Weight, that the Vender sets forth in his Bill of Parcells, then the only Method left is to Measure the whole & cut of a fathom, by which Proceedings the Weight can be exactly ascertained, the Defendant further Saith, that he cannot admit of the Complainants having charged the Usual price for Weight of Cordage of the like sizes, as he can make it plainly appear he Rated his Cordage Dearer or at a Greater Weight than English Cordage of the same Size usually turns out, but even allowing the latter to be true that can be of no Service to him as his Cordage instead of Running the proper lenght it ought to do which is always one Hundred and twenty fathom at least some of his only Runs Seventy Eight, Ninety Six fathom, and One Hundred and three fathom Consequently admitting his own Argument to be just, his Demand is invalidated by it as no Doubt when he charged the usual Weight his Cables must Certainly Run the Usual Length, the Defendant further saith that both himself and the Complainant having submitted the Cordage to an Examination Pursuant to their Agreement

as the Complainant was ignorant of the just Demencions of the Cordage whereby this said Defendant promised to pay for so much more then should appear to be charged in the Bill of Parcells Marked A and of course the said Defendant in Equity was not bound to pay for more than the Real quantity of the Cordage received The Defendant admits of the Cordage alledged in the Bill of Complaint against him for having sold part of this Cordage before it was Weighed and the Reasons that induced him so to do were that Mr Lourdan before mentioned wanted a Cable and his proposing him for the same the Defendant readily agreed to Mr Lourdan taking a Cable as soon as they were landed & such Cable was taken in its Weight and Measure as Charged by the Complainant and allowed by the Defendant because he had no opportunity of Weighing the same and therefore he was obliged to give the Complainant credit pursuant and further Answering the Defendant further Says to the Charge the Complainant hath alledged against him for any) difficiencies Arising upon the Cordage by) being) exposed to the Weather as by Means of any) part of it being) cut and carried away, that it by being Exposed to the Weather, was no longer than the same could be Examined and the Account adjusted and that on the Examination no part was cut or damaged the Cables having their Tagg ends Untouched the Defendant in Answer to that part of the Bill of Complaint, wherein the Complainant charges that it is always Customary for the purchaser to see the Goods Weighed, before they Receive them into his Custody and that the Defendant Neglected so to do thereby Divesting himself of any Right that he might have to Object to the Weight of the Cordage, even if it had not Weighed what the Complainant has charged the Defendant saith

Bill that the Defendant Received the Cordage till after an Examination taken for the Complainant charges in his Bill of Complaint that the Defendant left exposed to the Weather for a Week the Cordage before he the Defendant Measured the same thereby plainly Supposing that the Defendant did not look upon himself to be in full Possession of the Cordage till the Amount of Particulars were settled and for so much and no more was the Defendant accountable neither does the Defendt think that part of the Law Regarding the Measuring the Cordage any ways applicable to the present Case neither has it any such validity in a Court of Equity where Contracts are regarded in the purest Manner the Complainant having himself after the delivery of the Bill of Parcells Marked A submitted the Cordage to an Examination in the presence of his Chief mate plainly proves that he the Complainant was ignorant of the Dimentions of the Cordage and that the intentions of both the Defendt and Complainant were that no more should be charged than what the Cordage turned out the Defendant admits that he did keep the Bill of parcells for some time and that he refused the payment of the Ballance of the Bill of parcells Marked A as well as the Bill Marked B for the Reasons hereinafter given that is to say that the Complainant being Prosecuted in this Honble Court by Mr Christopher Macklin for a Considerable Sum of money he this Defendt became in the Suit having) previously agreed with the Complainant that he should indemnify the said Defendant from all damages & loses that he this Defendant might sustain or be put unto by any such Decree of this Honble Court as should be given against the Complainant the Complainant reading) his promise the Defendant thought it necessary to detain the Ballance of the Account Marked B till such time as the Complainant had properly) indemnified

refused to do whereupon this Defendant was obliged to Surrender him up in discharge of his Bail and immediately after tendered him the Ballance of the Accounts arising upon the Bill of Parcells Marked B the which the Complainant declined accepting, and directly filed his present Bill of Complaint against this Defendant for the Ballance Arising upon the Old Bill of Parcells Marked A And the Defendant lastly Saith that to any other Matter or thing in the Bill of Complaint to which this Defendant hath not particularly Answered thereunto that the same is very Erroneous imperfect and insufficient for the Defendant to make any other or further Answer thereunto

All which Matters and things this said Defendant is ready and willing to Averr and maintain in such manner & form as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

John Tolly
Charles Bromley
Attorney for the Defendant

1767 Dr Mr John Tolly to George Dodwell A

Lam	16/2	to 1 Cable 15 Inches Weight	℔	Cwt	Qrs	lb	@ 6 ℔ Cwt	℔	Tot Cwt
15 ℔	to 1	Do 16	Do		62	4		Do	
to 1	do	11 ℔	Do		33	1	15	Do	
to 2	Hawsers	10	Do		50	1	18	do	
to 1	do	7	do		16	1	2	do	
to 2	do	6	do		22	1	4	do	
to 2	do	5/2	do		17	3	10	do	
to 31	Coils				12	2		Do	
			Cwt		287	16	@ 6 ℔ Cwt	1734	36
to 1	Cable 14	Inches			113	3	3 @ 6	Pag ℔ Cwt	682 27 60

Capt George Dodwells Bill for Cordage B.

to 1	Cable 15	Inches	Wt	Cwt	Qrs	lb	@ 6 ℔ Cwt	℔	Tot Cwt
1	Do	16	Do	119	58	19		Do	
1	Do	14	Do	12	6	3	6 @ 5	Pag ℔ Cwt	196 21 60
1	Do	11/2	Do	108	Do	22	1	23	
1	do	10	Do	103	Do	18	2	18	
1	Do	10	Do	121	Do	20	3	12	
1	Do	7	do	73/2	do	8	1	14	
1	do	6	Do	96	Do	8	1	14	
1	do	6	Do	110	Do	9	1	12	
1	Do	5/2	Do	110	Do	8	2	10	
1	Do	3/2	Do	112	Do	7	3	7	
31	Coils				12	2			
					113	3	3 @ 6	Pags ℔ Cwt	682 27 60

Pags 1659 3

Read & filed
1st December 1767

The Replication of George Dodwell of Fort Saint George Merchant Complainant to the Answer of John Tolly of the same place Merchant Defendant

This Repliant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that He will Aver Maintain and prove his Bill of Complaint to be good Singular the Matters and things therein Contained to be good Certain true and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein & thereby

is very Untrue & Evasive, And this Replyant further Saith that the Defendant in his said Answer Sets forth that whilst the Cordage which this Replyant Sold to the Defendant was Landing Mr Francis Jourdan applyed to him the said Defendant for a Cable which was apart of the said Cordage and that He the said Defendant permitted the said Mr Jourdan to take away such Cable which Assertion Entirely Confirms what this Replyant hath in his said Bill of Complaint Alledged Regarding the said Defendants Selling part of the said Cordage without its either being Weighed or Measured or before He made any Scruples about it and Does to all Intents and purposes as this Replyant Conceives Divest the said Defendant of any right that he might otherwise have had either to have it Weighed or to object to this Replyants Charge of the Medium Weight of Cordage of the same Demensions as Setforth in the said Bill of Complaint and this Replyant further Conceives that it plainly shews the said Defendt looked upon the said Cordage as his properly If not it is Strange that He should take the Liberty of Disposing of what was not his property this is a proceeding Contrary to all Law and Equity whatsoever and is an Enfringement on the Rights Liberties and properties of a British Subject as this Replyant doubts not but will plainly appear to this Honble Court, the said Defendant further in his said Answer Saith that the said Mr Jourdan Received the said Cable from the said Defendant Agreeable to the Weight as Charged by this Replyant & which for any thing the said Defendt knows may be Right this Replyant in Answer or Reply thereunto Saith that He Conceives this Assertion is a plain Acknowledgment of the Justness of this Replyants Charge for the said Cordage and a Total Confutation of what the said Defendant hath in his

denies that the Defendant ever applyed to this Replyant for the Invoice of the said Cordage in Order that it might be Compared with the Weights and Measures as Particularized therein as the Defendant hath in his said Answer Unjustly Setforth, This Replyant also denies that the said Defendant told him to put some Weight upon the Cordage and that if He the said Defendant found such Weights and Demensions Agree with the Bills of parcells of Cordage that He had before bought by that He would make no Scruple of paying for the same this Replyant also denies that the said Defendant ever shewed this Replyant any Europe Bills of parcells to Convince him of the Difference between this Replyants Charge and the Cordage in the Europe Bills of parcells with Submission to this Honble Court how Inconsistant it is to Assert that this Replyants Charge for the said Cordage Exceeded that of the Europe Bills of parcells which the Defendant mentions when this Replyant Avers, as He already has done in his said Bill of Complaint, that He charged and rated the said Cordage after the Medium rate of Cordage of the same Demensions in the Companys Godown Which Rates of Cordage are the Standard by which the Company Purchase and Dispose of Cordage and this Replyant doubts not but it is a very Equitable One therefore if it does differ from any Europe Bills of parcells which the said Defendant may have in his Possession this Replyant is fully of Opinion the said Europe Bills of parcells must be Erronious and which this Replyant has Nothing to do with, And this Replyant further Saith that the said Defendant did make a proposal to this Replyant to Weigh the said Cables in Order to decide a Wager which this Replt and the Defendt had laid about the Weight of the said Cordage but [illegible] denies that any such proposition was made to this Replyt

that the said Cables were Weighed & Measured by Mr Godfrey this
Replyants Conicoply & the Defendants Conicoply and then for the first
time the said Cables were Accepted by the said Defendt Whereas in the
former part of his Answer He Says He sold the said Mr Jourdan
a Cable whilst the said Cordage was Landing, the Absurdity and In=
=consistency of these Contradictory Assertions this Replyant Submits
to the Judgment of this Hon'ble Court but in Order further to Confute
what the said Defendant has Alledged in his said Answer about the
said Cordage being Weighed and Measured before He received the same
this Replyant Saith that the People appointed by the said Defendt
to receive the same on his Account Received it from this Replyants
Conicoply Eyadey on behalf of this Replyant in the Customary
Way without any part of it being Weighed Except the thirty one pieces of
Rat Line & without either Weighing or Measuring any part of the
Remainder of the said Cordage Except the Circumference of each Rope
or piece of such Remainder which they Measured Nor did either
the said Defendant or the People by him appointed to Receive the
same as aforesaid desire that the said Cordage might be either Weighed
or Measured in any other Manner but seemed Perfectly Satisfied with
the said Weight and Measurement as will appear by the Affidavit
or Deposition of this Replyants said Conicopoly and which this
Replyant doubts not will fully Convince this Hon'ble Court
of the Unjustness of the said Defendants Assertions Relative to the
said Cordage And of the Justness of this Replyants Assertions and
Demand about the same the Defendant in his said Answer further
Saith He humbly Conceives the Account taken of the Cables by his
said Conicoplys and Mr Godfrey ought to be the Standard by which

He frequently tendered the Ballance of the Account which this Replyt
as frequently refused which Ballance which He Alledges He so tendred
He Says was no more than Six hundred & fifty Nine Pagos & three
fanams Whereas this Replyant Saith the Bill which this Replyant
Delivered or sent to the said Defendt for the Amount of the said Cordage
Amounted to One thousand Nine hundred & Eighty One Pagos of which the
said Defendant had paid in part One thousand Pagodas so that the
Ballance Remaining due to this Replyant was Nine hundred & Eighty
One Pagos which Sum it plainly appears the Defendant never either
tendered or Offered to pay to this Replyant And this Replyant
denies that even the Sum which the Defendant Alledges was the
Ballance was ever tendered to this Replyant untill a Demand was
made on the Defendant by this Replyants Attorney of the said real
and just Ballance at which time the Defendant Wrote a Chit to
this Replyants said Attorney wherein He Says "& Bearer You will
Receive the full Ballance of Captain Dodwells Account" as will more
fully appear upon Reference to this Replyants said Bill of Comp=
=laint, which in this Replyants Opinion plainly Indicates that
the Defendant meant to Impose upon this Replyants said Attorney
by paying him the said Six hundred and fifty Nine Pagodas and three
fanams as the full Ballance Instead of the said Sum of Nine hundred
and Eighty One Pagodas which was the real Ballance Besides the
Defendant is another part of his said Answer Saith that He Refused
the payment of the said Ballance on Account of his having become
Bail for this Replyant in a Suit Commenced against him by Mr
Christopher Macklin How therefore the said Defendant can Answer
to his Conscience his Swearing that He frequently tendered the said
Ballance to this Replyant He this Replyant Submits to the Judgment
of this Hon'ble Court & this Replt further Saith that He knows nothing

that the said Cables were Weighed & Measured by Mr Godfrey this Replyants Conicoply & the Defendants Conicoply and then for the first time the said Cables were Accepted by the said Defendt Whereas in the former part of his Answer He Says He sold the said Mr Jourdan a Cable whilst the said Cordage was Landing, the Absurdity and In=consistency of these Contradictory Assertions this Replyant Submits to the Judgment of this Hon'ble Court but in Order further to Confute what the said Defendant has Alledged in his said Answer about the said Cordage being Weighed and Measured before He received the same this Replyant Saith that the People appointed by the said Defendt to receive the same on his Account Received it from this Replyants Conicoply Eyadey on behalf of this Replyant in the Customary Way without any part of it being Weighed Except the thirty one pieces of Rat Line & without either Weighing or Measuring any part of the Remainder of the said Cordage Except the Circumference of each Rope or piece of such Remainder which they Measured Nor did either the said Defendant or the People by him appointed to Receive the same as aforesaid desire that the said Cordage might be either Weighed or Measured in any other Manner but seemed Perfectly Satisfied with the said Weight and Measurement as will appear by the Affidavit or Deposition of this Replyants said Conicopoly and which this Replyant doubts not will fully Convince this Hon'ble Court of the Unjustness of the said Defendants Assertions Relative to the said Cordage And of the Justness of this Replyants Assertions and Demand about the same the Defendant in his said Answer further Saith He humbly Conceives the Account taken of the Cables by his said Conicoplys and Mr Godfrey ought to be the Standard by which

He frequently tendered the Ballance of the Account which this Replyt as frequently refused which Ballance which He Alledges He so tendred He Says was no more than Six hundred & fifty Nine Pagos & three fanams Whereas this Replyant Saith the Bill which this Replyant Delivered or sent to the said Defendt for the Amount of the said Cordage Amounted to One thousand Nine hundred & Eighty One Pagos of which the said Defendt had paid in part One thousand Pagodas so that the Ballance Remaining due to this Replyant was Nine hundred & Eighty One Pagos which Sum it plainly appears the Defendant never either tendered or Offered to pay to this Replyant And this Replyant denies that even the Sum which the Defendant Alledges was the Ballance was ever tendered to this Replyant untill a Demand was made on the Defendant by this Replyants Attorney of the said real and just Ballance at which time the Defendant Wrote a Chit to this Replyants said Attorney wherein He Says "& Bearer You will Receive the full Ballance of Captain Dodwells Account" as will more fully appear upon Reference to this Replyants said Bill of Comp=laint, which in this Replyants Opinion plainly Indicates that the Defendant meant to Impose upon this Replyants said Attorney by paying him the said Six hundred and fifty Nine Pagodas and three fanams as the full Ballance Instead of the said Sum of Nine hundred and Eighty One Pagodas which was the real Ballance Besides the Defendant is another part of his said Answer Saith that He Refused the payment of the said Ballance on Account of his having become Bail for this Replyant in a Suit Commenced against him by Mr Christopher Macklin How therefore the said Defendant can Answer to his Conscience his Swearing that He frequently tendered the said Ballance to this Replyant He this Replyant Submits to the Judgment of this Hon'ble Court & this Replt further Saith that He knows nothing

has H[e] any thing to do with any other Accounts but that which
H[e] Deliver'd into the Defendant Signed as in his said Bill is
Mention'd Amounting to One thousand Nine hundred and Eighty One
Pagodas But this Replyant begs Leave to Observe to this H[on]ble
Court that the Account annexed to the said Answer Marked A which
the said Defendant Swears is a true Copy And as Originally Deliver'd
by this Replyant is not a true Copy of the Account or Bill which this
Replyant Deliver'd to him for the Figures "16/2 and 15/2" the first
past Immediately after the Word "Sun" in the first Line and the
Latter Immediately before the second Line in the said Bill have been
past thereto since the said Bill was Deliver'd to the said Defendant
and which this Replyant hopes will Not Escape the Notice of this
H[on]ble Court which said Original Bill this Replyant humbly
prays the said Defendant may be Obliged to produce for the Inspection
of this H[on]ble Court, And this Replyant further saith that the Defendt
Seems to take every Method to Evade the real Matter in Question
about the said Cordage by Hinging upon the Bill of Parcells Marked
A And pretending that He did not purchase the same upon the Terms
mentioned in it And that He did not pay the said One thousand Pag[s]
in part of it &c[a] which this Replyant Conceives can have no Weight
whatsoever, And as to what the Defendant Saith about this Replyt
Requesting the Defendant to return the Bill they him Deliver'd
for the Amount of the said Cordage this Replyant Saith that it was
Certainly very Natural as well as just and Equitable for this
Replyant so to do as He had Signed it as a Discharge And the
said Godfrey had given a Receipt on behalf of this Replyant for
the One thousand Pagodas which He Received in part of it and
the Defendant had not the least right to keep the said Bill

without Discharging during the time that the said Bill was in his
hands Signed as aforesaid this Replyant Submits to this H[on]ble
Court whether it would not have appeared by the said M[r] Godfreys
Receipt that this Replyant Owed the said Defendant One thousand
Pagodas Or whether He this Replyant could have Recovered the said
Ballance of Nine hundred and Eighty One Pagodas or any part of
it, the Defendant further in his said Answer Saith that he Allowed
to himself the Ballance of the Accounts as should appear to be Due
He the said Defendant (imagining the Cordage though not Weighed
and Measured was a sufficient Security) for the said One thousand Pago
this Replyant in a Reply thereunto Saith that this is in the first
former part of his Answer Wherein that the said Cables were Weighed &
Measured and then for the first time He Accepted the said Cordage &
the said Assertion also plainly Demonstrates that the said Defendant
Received the said Cordage and paid the said One thousand Pagodas in
part of the Amount of it before the said Cordage was either Weighed or
Measured in which entirely Confirms what this Replyant hath in his
said Bill of Complaint and herein before Set forth, this Replyant
begs Leave further to Observe that in Case the said Cordage had upon
the Defendants Weighing it after He Received it turned out or
Weighed more than this Replyant Charged in the Bill which
He Delivered to the said Defendant as aforesaid He this Replyt
is fully of Opinion and thinks it is a very Reasonable Presumption
that the Defendant would not have paid any more than the Amount
of the said Bill but would have produced the said Bill as a discharge
Saith that the said

did not run the proper Length that it ought to do and would from
thence Infer that this Replyants said Demand for the same is Invali-
-dated Whereas in another part of his Answer He Says that on the Exam-
-ination of the said Cordage no part was Cut or Damaged the Cables having
their Fagg Ends Untouched which latter Assertion this Replyant
Conceives does to all Intents and purposes Confute the former and shews
the Absurdity of his Asserting that the said Cordage did not run the
length it ought to have done for it is well known that Cables of the
same Thickness always run the same Length or as near as possible
and as these were not but they must have run their full or the Usual
Length therefore that Plea is very Weak and Evasive, the Defendant
in his said Answer further Saith that it does not appear any where
in this Replyants Bill that He the said Defendant received the
Cordage till after an Examination taken this Replyant begs leave to
Refer to his said Bill of Complaint to Confute that glaring Unjust
Assertion & with regard to what the Defendant Alledges that He did
not look upon himself to be in full Possession of the said Cordage till
the Amount of particulars were Settled this Replyant Saith that it
Matters not to him Whether the Defendant looked upon himself to be
in Possession of the said Cordage or not for the Question is Whether
He was or was not so Or whether He did or did not Receive the
same as this Replyant has Setforth and not what the Defendant
may pretend He looked upon it but the Assertion is Inconsist
with the Defendants Disposing of the said Cable as aforesaid,
And with regard to what the said Defendant Saith about the
Receiving the Cordage having no Validity in a Court of
Equity this Replyant is of Opinion that is a Matter more

to be left to the Judgment of this Honble Court than for the Defend^t
to determine upon, the Defendant in his said Answer further Admits
that He refused payment of the Ballance of the Bill delivered to him
by this Replyant for the said Cordage as aforesaid as well as the Bill
marked B Annexed to his said Answer on Account of his becoming Bail
for this Replyant in a Suit Commenced against him by Mr Christopher
Macklin and Unjustly Charges this Replyant with a Breach of
Promise in not giving him a Bond of Indemnity and that He was
obliged on that Account to Surrender him up in Discharge of his Bail,
In Reply to which this Replyant Saith The said Defendant prevailed
on him this Replyant to give him an Account of the Trade to the East
ward and to permit him to take Copies of his Charts in Order to Enable
him to prosecute such Voyage for these and other reasons the Defendant
Acknowledged himself to be under Infinite Obligations to this Replyant
And made frequent protestations of Friendship and declared that He
thought himself Under so many Obligations as that the half of his Fortune
could never Countervail on which Account He Agreed to become
Bail for this Replyant in the said Suit And this Replyant Offered
the said Defendant as Bail for him in the said Suit by his the
Defendants Consent But to this Replyants great Surprize the
said Defendant made some Scruple when called upon for that purpose
Under Sundry and Various pretences And in particular that his
Circumstances were at so low an Ebb that he could not bear a Loss
Upon which this Replyant told him He would give him a Bond
of Indemnity which this Replyant was ready and willing to Execute
at any time the Defendant would apply for the same But no
Application was ever made to this Replyant for that purpose and this
Replyant Conceives that if He had refused to Execute such Bond to
[illegible] Entitled him to keep this Replyants

Hon'ble Court that the said Plea which the Defendant makes Use of as Reason for refusing to pay the said Ballance to this Replyant is very Weak and Evasive Nor can this Replyant Imagine what the Defendant would Imply by his Answer in General as it appears to be full of Contradictory Assertions and meer Evasions, And this Replyant further Saith that with regard to any other Matter or thing Setforth or Alledged in the said Answer to which this Replyant hath not particularly Answered or Replyed that the same is very Erronious Evasive Imperfect and insufficient for this Replyant to make any further or other Answer thereunto All Which Matters and things this Replyant is ready and willing to Verify Maintain and prove as this Hon'ble Court shall direct and humbly prays as in and by his said Bill of Complaint He hath already Prayed

John Sykes
Attorney for the Replyant

Read and filed January 12th 1768

The Rejoinder of John Jolly of Fort Saint George Merchant Defendant to the Replication of George Dodwell of the same place Merchant Complainant

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 Many Errors incertainty and insufficiency of the said Replication for Rejoinder Saith that his said Answer is true certain and sufficient in the Law to be replied unto, the Defendant for further Rejoinder saith as in and by his said Answer he hath already said and do and will aver

be true and certain in such manner as they and every of them are therein alledged and expressed, And the said Defendant further saith that the said Replication of the Complainant is uncertain untrue and insufficient in the Law to be Rejoined unto by the said Defendant for divers imperfections therein contained

All which Matters and things the said Defend.t is ready and willing to Verifye maintain and prove in such Manner and form as this Hon'ble Court shall direct and humbly prays as in and by his said Answer he hath already Prayed

Chas Bromley
Attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now depending and at Issue in the Hon'ble the Mayors Court at Madraspatnam wherein George Dodwell is Complainant and John Jolly is Defendant

Tsall the Witnesses ..... 1st ..... Do You know the parties Complainant and Defend.t in this Cause, If Yea how long have You so known them or either and which of them Declare

To Comarah Swamy Conceply ..... 2d ..... Are You or are You not Acquainted with the way in which the Hon'ble Company's Cables or other Cordage are generally Disposed of in their Ware houses or Godowns in Madras, If Yea, Setforth the same Particularly Whether it is by Measuring or Weighing

and the whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief fully and Particularly Declare

To Mr Wm Hayward 3d ..... Did or did not the Defendant in this Cause at any time in or about the Month of June in the Year of our Lord One thousand Seven hundred and Sixty Seven Purchase any Cables or other Cordage from the Complainant in this Cause, If Yea Do You or do You not know in what Way the Defendant so Purchased the same, If Yea set forth the same particularly, Was or Was not a Wager laid between the said Complainant and Defendant about the Weight of the said Cordage, If Yea, what was the particulars of the said Wager and on what Account was the same laid and when? Was You or was You not present when the said Wager was laid? Was or was not any Book borrowed or any particular Methods taken to Decide the said Wager, If Yea what Book and by whom and from whom was the same Borrowed or what was the Method taken to Decide the same? Did or did not the Defendant desire You to Compare any Book with the Weights Charged by the Compl.t in his Bill for the same, If Yea, did You or did You not Compare the same, If Yea Did they or did they not Agree or was there or was there not any difference between them? Was or was not the Defendant Satisfyed with what appeared on Comparing the said Book and Bill together? Did or did not the Defendant Say any thing Regarding the said Book or what it contained, If Yea, set forth the same fully and particularly, Did or did not the Defendant apply to or Inspect any other Invoices of Cordage Regarding the Cordage which He had purchased from the Complainant And about which they had laid the said Wager, If Yea what Invoices were they and what appeared on such Inspection Relative to the Weights Charged by the Compl.t? Did or did not the Invoices which the said defend.t

Delivered to the Defendant for the Cordage which the Defendant Purchased of him? Did You or Did You not Copy any part of Mr Adams's Book of Weights and Demensions of Cables and other Cordage, If Yea, when where and by whose desire did You so Copy the same & for what purpose and what was the purport of what You so Copyed? Was or was not the said Cordage Weighed before the Defendant Received it? Did or did not the Defendant Sell or Dispose of any Cable or any other part of the said Cordage before it was Weighed? Was or was not the said Cordage proposed to be Weighed before the Defend.t Received the same from the Complainant on any other Account than to decide the said Wager as You know or believe? Have You or have You not at any time seen the Account Annexed to the Defendant's Answer Marked A or what was Received from the Register of this Hon.ble Court as a Copy of it, And have You or have You not seen the Bill which the Complainant Delivered or sent to the Defendant for the said Cordage If Yea, Is or is not the said Account Marked A a true Copy of the Bill Delivered by the Complainant to the Defendant or does it not differ therefrom in any and what particulars? the whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters fully & particularly Declare

To all the Witnesses ... 4th ..... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Compl.t If Yea Declare the same as You know have been Informed or do believe together with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

John Sykes

Mayor's Court at Madraspatnam

Between George Dodwell of Fort Saint George Complainant and John Tolly of the same place Defendant

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

Comarah Swamy of Madras a Conicoply Aged 40 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant, was on the 21st day of February 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conacapah 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 hath known the Defendant 4 Years, but has no knowledge of the Complainant

6d 2 ..... To the Second Interrogatory this deponent Saith, that he is acquainted with the Method of selling the Hon'ble Companys Cables and other Cordage, out of their Stores, he being one of the Conicoplys of the Storehouse That all Europe Cordage have tallys upon them, specifying the Weights and dimensions of them, and it is a general Rule to go by the said tallys in disposing of them but should the tallys of some of them be lost (which is frequently the case) then the small Cordage is sold by Weight, and the large by the Europe Invoices with regard to Country Cordage this Deponent cannot Declare the Method taken in the disposal thereof, but believes it is generally sold by the dimension further he deposeth not to this or to the last Interrogatory

Henry Crawford

Mayor's Court at Madraspatnam

Between George Dodwell of Fort Saint George Complainant and John Tolly of the same place Defendant

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

William Hayward of Fort Saint George Aged 27 Years, or thereabouts being produced as a Witness in this Cause on the part of the Complainant, was on the 21st day of February 1768 shewn at the office of Mr Charles Bromley Attorney for the Defendant by Conacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn & Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he hath known the Complainant 8 Months and Defendant 2 Years or thereabouts

6d 3 ..... To the third Interrogatory this Deponent saith, that he was only informed of the Defendant's purchasing some Cordage of the Complainant, but does not know on what Conditions it was so purchased that he was present when the Wager was laid by the Complainant that the said Cordage would weigh more than what he had charged that the Defendant did borrow a Book from Mr Adams containing Invoices of Cordage and desired this Deponent to Compare the Weight of Cordage in the said Book with the Account delivered by the Complainant which he accordingly did, and found that it nearly agreed that the Defendant seemed to think there must have been some error in the Invoices of Mr Adams's Book, and to the best of this Deponents Memory the Defendant did send for some other Invoices of Cordage and compared them also with the said Bill, but he cannot now recollect whether [illegible] that a day or two after the Wager was laid this

the weights and dimensions of some Cables out of Mr Adams's Book of Invoices of the same dimensions with those charged in the Compl=
-ainants said Bill, in order to Compare them with, it as before depos'd that he cannot declare whether the Cordage was Weighed before it was Receiv'd by the Defendant, but he believes it was not that he only knows a Cable had been dispos'd of by the Defendant, which he imagines prevented the decision of the Wager, and he cannot declare if it was proposed the Cordages should be Weighed before it was Received by the Defendant on any Account that he has seen the Bill which was Received from the Register of the Mayors Court. but thinks that the said Bill is not a true Copy of that which the Complainant delivered to the Defendant, and which he has also seen as there seemed to be some figures prefixed to the 1st or 2 Articles or both this Deponent cannot be certain of the said Copy of the Bill further this Deponent saith not to this, nor to the last Interrogatory

William Hayward

Henry Crawford Examiner

Interrogatories to be Administered 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 George Dodwell of Fort Saint George Merchant is Complainant and John Tolly of the same place Merchant is Defendant

On the part of the Defendant

Thos Ballard Witness Servant &c

Interr^s to be Administered to the Witness

1st Do You know or do You not know the Complainant and Defendant in the Bill of these Interrogatories named if Yea how

did or did not apply unto the Complainant for to Purchase a parcell of Cordage and do You know or do You not know whether the Complainant did or did not Sell or Dispose of any and what quantity of Cordage to the Defendant and upon what Terms & Particularly Set forth and Declare

Thos Ballard

3d Do You know or do You not know whether the Defendant did or did not Receive of the Complainant a Quantity of Cordage and do You know or do You not know whether the Complainant did or did not deliver unto the Defendant a Bill of the particulars Relative to the Cordage and do You know or do You not know or have You heard or believe that the said Defendant did or did not Dissent therefrom? do You know and do You not know whether the Defendant did or did not acquaint the Complainant with such his Dissent or how or otherwise and do You know or do You not know whether any and what agreement was entered into between the Complainant and Defendant towards adjusting the Dissention of the Defendant? if Yea whether such agreement was or was not to Decide all Wager or to Determine the Dispute, and whether was such Wager laid between the Defendant and the Complainant in Conse=
-quence of the before Mentioned Agreement or how or therwise? the whole that You know of this Matter as far as to the best of Your Knowledge Remembrance & belief and whether the Wager laid between the Complainant and Defendant was before the Agreement for measuring the Cordage or After Declare

Thos Ballard

4th Do You know or do You not know whether the Defendant did or did not tender and Promise to pay unto the Complainant the Ballance of the Accounts upon the Cordage after the forgoing Dissent was adjusted if Yea upon what Conditions did the Defendant Offer to pay the Ballance of the Accounts to the Complainant and whether such Ballance so offered was the Ballance of the first

how You came to the Knowledge of such Refusal particularly as set forth and Declare

Sworn and Sd. 5th. Do You know or do You not know of any and what Agreement was Entred into between the Defendant and the Complainant for the Weighing of Cordage and do You know or do You not know, or was You present when such Cordage was Measured and whether the Bill of Particulars Marked B hereto shewn You at this time of Your Examination is or is not agreeable to the Measurement Taken in Your presence if Yea set forth the purport of such Agreement and the Reasons for such agreement being entred into between the Defendant and the Complainant & whether You was present and who else at the time of this Measurement and how long such Measurement took the whole You know touching this Matter Particularly set forth and Declare

To all the Allegns 5th. Do You know or do You not know or can You set forth any other Matter or thing that may tend to the Advantage and Benefit of the Defendant to which You have not hereto fore been particularly Interrogated to, if Yea set forth the same to the best of Your Knowledge Remembrance and belief and the Reasons that induced such Your Belief Declare

Chas. Brownlow
Attorney for the Defendant

Capt. Geo Dodwells Bill for Cordage (B)

2	Cables	9 Inches	11 Fl.	3 Fm	@ 6 Pags	Dodo Dwt	420 36 60
1	do	16	do	11 Fl. 5 Fm	1 7	do do	349 — 60
1	do	14	do	12 6 Fm	1 6 @ 5 Pags	do	196 21 60
1	do	11/2	do	108 do	22 1 23		
1	do	10	do	103 do	18 3 18		
1	do	10	do	121 do	20 3 12		
1	do	7	do	78/2 do	8 1 14		
1	do	6	do	96 do	8 1 14		
1	do	6	do	110 do	9 1 12		
1	do	5/2	do	110 do	5 2 10		
1	do	3/2	do	112 do	3 3 7		
31	Cable			12 — 2			
				113 3 3	@ 6 Pags	do	682 25 60

Pagodas 1639 3 —

John Tolly

This Bill was shewn to Sumanah at the time of his Examination before me in the Cause now depending and at issue in the Honorable the Mayors Court wherein George Dodwell of Fort Saint George Merchant is Complainant and John Tolly of the same Place also Merchant is Defendant

Henry Crawford
Examiner

Mayors Court at Madrasapatnam

Between George Dodwell of Fort Saint George Merchant Complainant and John Tolly of the same place also Merchant Defendant

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

Thomas Ballard of Madras Inhabitant Aged 24 Years or

Defendant was on the 10th day of February 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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 that the Defendant in this Cause did apply to the Complainant for the purchase of some Cordage which the said Complainant had to dispose of, and the Defendant after having seen the Bill for the said Cordage did agree to take it by the Lump and this Deponent saith that a Quantity was actually bought by the Defendant on those Terms and this Deponent saith not more to this Interrogatory

3d To the third Interrogatory this Deponent saith that the Defendant did receive a quantity of Cordage from the Complainant who delivered with it a Bill of particulars of the said Cordage that the Defendant Dissented from the said Bill from his imagining that it was higly improbable such a quantity of Cordage as he had bought could weigh so much as was inserted in the Bill, and informed the Complainant thereof, desiring at the same time for their mutual satisfaction it might be weighed that the Complainant consented to have the Cordage weighed and it was agreed they should abide by the measurement or weight this Deponent Declares it was not in consequence of a Wager that the said Agreement was made, as that was finally settled between them, before the Complainant proposed a Wager that the said Cordage when weighed, would turn out rather more than was inserted in the Bill of Particulars further this Deponent saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent saith that the Defendant did make himself debtor to the Complainant for the Ballance of the Account regarding the Cordage agreeable to the

him such Ballance which was not refused at that time by the Complainant but that the said Ballance was not tendered or paid on Account of the Defendants having been responsible for him for a Sum of Money in suit which was Carrying on against him in the Mayor's Court this Deponent further saith he heared from one Mr Haymard that Mr Dodwell the Complainant mentioned he would not then accept of the money from the Defendant on account of the Cordage, as it was not paid at the time the agreement was made, but that he would Sue him for the whole Sum More this Deponent saith not to this, nor to the last Interrogatory

Thos Ballard

Henry Crawford Examiner

Mayor's Court at Madraspatnam

Between George Dodwell of Fort St George Merchant Complainant and John Jolly of the same place also, Merchant Defendant

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

Serovanah of Madras Conicoply Aged 21 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant, was on the 12 day of February 1768 shewn at the Office of Mr John Sykes Attd for the Complainant by Conocapah 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 hath known the Complainant 5 Months & the Defendant 3 Years or thereabouts

5th To the fifth Interrogatory this Deponent Saith, that he does not know of any Agreement which was made between the Complainant

Defendant was on the 10th day of February 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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

A 1 ..... To the first Interrogatory this Deponent saith that the Defendant in this Cause did apply to the Complainant for the purchase of some Cordage which the said Complainant had to dispose of, and the Defendant after having seen the Bill for the said Cordage did agree to take it by the Lump and this Deponent saith that a Quantity was actually bought by the Defendant on those Terms and this Deponent saith not more to this Interrogatory

C 3 ..... To the third Interrogatory this Deponent saith that the Defendant did receive a quantity of Cordage from the Complainant who delivered with it a Bill of particulars of the said Cordage that the Defendant Dissented from the said Bill from his imagining that it was higly improbable such a quantity of Cordage as he had bought could weigh so much as was inserted in the Bill, and informed the Complainant thereof, desiring at the same time for their mutual satisfaction it might be weighed that the Complainant consented to have the Cordage weighed and it was agreed they should abide by the measurement or weight this Deponent Declares it was not in consequence of a Wager that the said Agreement was made, as that was finally settled between them, before the Complainant proposed a Wager that the said Cordage when weighed, would turn out rather more than was inserted in the Bill of Particulars further this Deponent saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that the Defendant did make himself debtor to the Complainant for the Ballance of the Account regarding the Cordage agreeable to the

him such Ballance which was not refused at that time by the Complainant but that the said Ballance was not tendered or paid on Account of the Defendants having been responsible for him for a Sum of Money in suit which was Carrying on against him in the Mayors Court this Deponent further saith he heared from one Mr Haymard that Mr Dodwell the Complainant mentioned he would not then accept of the money from the Defendant on account of the Cordage, as it was not paid at the time the agreement was made, but that he would Sew him for the whole Sum More this Deponent saith not to this, nor to the last Interrogatory

Thos Ballard

Henry Crawford Examiner

Mayors Court at Madraspatnam

Between George Dodwell of Fort St George Merchant Complainant and John Tolly of the same place also, Merchant Defendant

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

Serovanah of Madras Conicoply Aged 21 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant, was on the 12 day of February 1768 shewn at the Office of Mr John Sykes Attn for the Complainant by Conocapah 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 hath known the Complainant 5 Months & the Defendant 3 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent Saith, that he does not know of any Agreement which was made between the Complainant

his Master Ordered him to go and weigh off some Cardage which he had bought of the Complainant, and which then lay upon the Beach, and the Deponent & an European belonging to his Master first Weighed off 5 or 6 Small Hawsers, and put them into one of the Godowns of the Defendants that this Deponent shewed the Account of the Weight to his Master who desired him to carry and shew it to the Compt.ⁿ which he did that the Complainant said it was very well, but desired when any more was going to be weighed he might be acquainted, that some of his people may be present also that two or three days afterwards the Deponent Measured the large Cardage at which time Mr. Godfrey belonging to the Complainant, was present the first 2 or 3 days that the Measurement of the Cardage took up the time of about 10 days, when about a fathom was cut off from the end of each Cable in Order to be weighed and the said Mr. Godfrey was again present at the weighing of the same that the Bill of Particulars now shewn to this Deponent Marked B he says agrees with the Rec.ᵗ of the weight taken by himself, except the first article of one Cable of 17 Inches weighing 1ᵗ 9ᶜ 3ᑫ which was not weighed by him and of which he knows Nothing this Deponent believes that they were upwards of 15 Days in weighing and Measuring the whole Quantity further he depones not to this, nor to the last Interrogatory

Henry Crawford

Examined

To Mr. Rob.ᵗ Haymard

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam Between George Dalzell of Fort Saint George Merchant in Complainant & John Selby of the same place Merchant Defendant — On the part and behalf of the Defendant

and Defendant in the Bills of these Interrogatorys named if You have long have You known them or either and which of them Declare

2.....Do You know or do You not know whether any and what Cardage was or was not delivered to the Defendant by the Complainant, and do You know or do You not know, whether any and what objection the said Defendant made to the Cardage if Yea, set forth the particulars of the Cardage delivered and when and where and what the objections were that the Defendant made, whether in Quality, quantity or Price and upon what other Account

3.....Do You know or do You not know, the Motives that induced the Defendant to object to the Weight, Price or Quality, Charged by the Complainant, and do You know or do You not know, or can You Remember any and what Conversation passed between the Complainant and Defendant, Do You know or do You not know whether any and what person or persons and who by name was or were appointed by the Complainant on his side to ascertain the purport of the aforegoing Agreement Adjusted, if Yea set forth the whole that You know touching this Interrogatory to the best of Your Remembrance Recollection and belief

4.....Do You know or do You not know, whether the Defendant did or did not demand of the Complainant, and adjustment of the Difference concerning the Cardage, and do You know or do You not know, whether the Complainant did or did not after some Alteration agree to the same if Yea set forth the words of such Demand and the Answer Thereto to the best of Your Remembrance and belief

5.....Do You know or do You not know whether any and what demand was made by the Complainant on the Defendant for the Ballance of the Accounts relating to the Cardage in dispute if Yea set forth when and where such demand was made and

6th ..... Do You know or do you not know whether the Complainant did or did not complain of having lost a Considerable advantage in the Cardage by the adjustment agreed to and do You know or do You not know whether the Defendant did or did not tender the Ballance of the Accounts before or after the adjustment agreed to, and do You know or do You not know whether the Complainant did or did not refuse to accept of such Ballance, if You set forth the Amount of such Ballance and by or on what Account and when tendered and the Reasons that induced the Complainant to make any and what refusal the whole that You know touching this Matter to the best of Your knowledge Remembrance and belief declare

7th ..... Do You know or do You not know whether any and what Wager was laid between the Complainant and Defendant and do You know or do You not Know who won the same and adjusted in Consequence of such Wager or how otherwise the particulars that You know of this Matter set forth and Declare

8th ..... Did You or did You not draw out any and what Account Between the Complainant and Defendant and did or did not the Complainant approve of such Account to the best of Your Remembrance Particularly set forth and Declare

9th ..... Do You know or can you set forth any other Matter or thing which may tend to the Advantage and Benefit of the Defendant to which You have not hitherto been particularly interrogated, if You do the same to the best of Your Knowledge Remembrance and belief particularly Declare

Chas Bromley
Attorney for the Defendant

Mayors Court at Madraspatnam

Between George Dodwell of Fort Saint George Merchant Complainant and John Jolly of the same place also Merchant Defendant

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

William Hayward of Fort Saint George Aged 27 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of February 1768 sworn at the Office of Mr John Lythes Attorney for the Complainant by Conveyance who left a Note of the same Title and place of abode of the said Deponent and afterwards on the same day having been sworn and examined deposeth as follows

1 ..... To the first Interrogatory this Deponent saith he hath known the Complainant 8 Months and the Defendant 2 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith he does not know the Quantity of Cardage which was delivered to the Defendant who objected to the Weight thereof soon as supposition that the Quantity by him could not weigh so much as the Complainant had inserted in his Bill of Charges

Further this Deponent saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith he imagines the motive which induced the Defendant to object to the Bill were an suspicion of the weight of the Cardage and this Deponent does not Recollect the whole of the Conversation which passed between the Complainant and Defendant but can only Remember the latter said he thought it was but just the Cardage should be weighed for the satisfaction of them both to which the other declaring he imagined it would turn out more the Defendant

entered into with the Defendant, nor what person was chosen or appointed by the Complainant to oversee the adjusting of the said Agreement, but that one Mr Godfrey chief made formerly with the Complainant and who then lived with him, came for several days to the Defendants House and he told this Deponent he came to see the Cordage weighed and measured and also, when this Deponent was at the Complainants the said Mr Godfrey told him, that he found great difficulty in getting the Defendants Conicoplies to attend the weighing of the Cordage and this Deponent saith not more to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith not to any Questions enquired of him in this Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that after the Cordage was weighed and measured, the Complainant sent in his Demand for the Ballance of the second Account drawn out by this Deponent by desire of the Defendant, and which Account was taken from his Conicoplys in the presence of the said Mr Godfrey: that the Defendant informed the Deponent as well as the Complainant that he detained the said Ballance as a Security for being his Bail in a Suit in the Mayors Court commenced against him by Christopher Macklin further this Deponent saith not to this Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith, upon or soon after, the aforesaid information the Complainant obtained other Bail in the said Suit, and a Short time had elapsed when the Defendant tendered the Ballance of the second Account to Mr Sykes the person employed by the Complainant to demand the Ballance of his delivered but this Deponent heard the Complainant say that as the Defendant had so often refused him the Ballance before, he would Not then take it According to the second Account drawn out by this Deponent but

7th ..... To the seventh Interrogatory this Deponent saith that a Wagers was laid between the Complainant and Defendant Regarding the weight of the Cordage, but this Deponent cannot say the said weight was adjusted in consequence of the Wager but imagines it was rather in Consequence of the Defendants suspicion of the weight of the said Cordage by the Bill of particulars more this Deponent saith not to this Interrogatory

8th ..... To the Eighth Interrogatory this Deponent saith, by the Defendants desire he drew out an Account which he took from his Conicoplys said to be the true weight: and just at the time that such Account was finished by him, the Complainant came into the Defendants Accompting House and happened to look over the said Account as it lay on the Desk: that he seemed to Express great surprize at the Difference being so great as upwards of 300 Pagodas, but Captain Karr coming in at the time, prevented any Discourse on that subject further this deponent saith not to this nor to the last Interrogatory

Henry Cranford
Examiner

William Hayward

Sir

Bearer You Receive the full Ballance of Captain Dodwells Account for which please Sign the Accompanying Receipt I think as Capt Dodwell has imployed You without having the least Reason given him he ought to pay Your fees which are much too Moderate

Iam Sir
Your most Obedient humble Servt
John Jolly

23 Septr 1767

To
Mr Sykes

Sir

The Account Captain Dodwell mentions was Erronious anew one was made out by Mr Hayward the Ballance of which I Yesterday Offered what became of the old one I do not

Please acquaint Captain Dodwell that if he thinks proper he shall know the Number of Hawsers the Length & weight of each may he is welcome to Weight them, if he imagines he is unfairly dealt by After these Offers hope I shall have no more trouble About this Affair I am Sir Your Most Obedient Hble

24th September John Tolly

To

Mr Lyke

Cavadoy of Madras Conicoply maketh Oath and saith that He did on or about the Eleventh Day of June and the Twelveth Day of July in the present Year of our Lord One thousand Seven hundred & Sixty Seven Deliver unto Pagle appointed by John Tolly of Fort St George Merchant to Receive the same thirty One pieces of Rat Line which Twelve hundred Weight One Quarter and Two Pounds, five Hawsers One of which Measured Five and a half Inches in Circumference, another of which Measured Six Inches in Circumference, another of which Measured Six and a half Inches in Circumference, another of which Measured Seven Inches in Circumference and another of which Measured Seven and a half Inches in Circumference, also Six Cables the Circumference of One of which was Nine and a half Inches the Circumference of which was Ten and a half Inches the Circumference of another of which was Eleven Inches the Circumference of another of which was Thirteen and a half Inches, the Circumference of another of which was Fifteen & a half Inches & the Circumference of the other of the said Cables was Seventeen Inches, which said Cardage after the Medium rate of Cardage of the same Dimensions in the Company's

or thereabouts, which Cardage George Dodwell also of Fort St George Merchant had sold to the said John Tolly and which He this Deponent Delivered to people Appointed by the said John Tolly to Receive the same for and on Account of the said John Tolly by the Order of the said George Dodwell, that this Deponent did at the time that He so delivered the said Cardage as aforesaid Weigh the said thirty One pieces of Rat Line & Measure the Circumference of each piece or Rope of the said Cardage as aforesaid but did neither Measure the Length of it nor Weigh any part of it but the said Rat Line nor was He either by the said John Tolly or his People Requested so to do as there certain Rules and Regulations made for Cardage or Ropes of different Dimensions or Circumference, viz which if they the said Cardage was Received for Her Account of the said John Tolly, that neither the said John Tolly nor the People who Received the same for him did at the time that they Received the said Cardage desire that any other part of it, Except the said Rat Line might be Weighed or that any other part but the Circumference of the remainder thereof might be Measured with which Weight and Measurement the People who Received the same for and on behalf of the said John Tolly were well Satisfied, And this Deponent further saith that immediately or soon after the said Cardage was Delivered to the Order of the said John Tolly as aforesaid He the said John Tolly did on the said Twelveth Day of July pay One thousand Pagis in part thereof to Mr William Godfrey and Acct of the said George Dodwell on part and on Account of the said Cardage And this Deponent further saith that about a Week after the said Cardage was Delivered to the said John Tolly as aforesaid He this Deponent was informed by whom He cannot well recollect that the said John Tolly was going to Weigh the said Cardage

2 pus wrote

Dr. Mr. John Polley To George Dodwell

1767 June	16	To 1 Cable of 17 Inches Weight				71	3	7
	To 1	do	16	do		62	4	do
	To 1	do	12	do		33	1	15
	To 2 Hawsers		10	do		30	1	13
	To 1	do	7	do		16	1	2
	To 2	do	6	do	8	1	14	23
	To 2	do	5/2	do		19	3	10
	To	31 Coils				12	0	2

Curr. 289 16 @ 6 Pagoda Current 1734 36

To 1 Cable of 14 Inches ... 95 1 20 @ 5 Pagoda Current 247 6

Pagodas 1981 6 36

E. Excepted

Dft. Mr George Dodwell

Capt. Geo. Dodwell's Bill for Cordage

To 1 Cable	17	Inch	Wt.	71	3	7	@ 6	Pagoda Curr.	Cwt. 4	36 60
1	do	16	do	119	Fathm	58	19	@ do	do	369 60
1	do	14	do	126	do	39	6	@ 5	Pagoda do	196 21 60
1	do	11/2	do	108	do	22	1	25		
1	do	10	do	103	do	18	3	18		
1	do	10	do	121	do	20	3	13		
1	do	7	do	78/2	do	8	1	14		
1	do	6	do	96	do	8	1	14		
1	do	6	do	110	do	9	1	12		
1	do	3/2		110	do	3	2	10		
1	do	3/2		112	do	1	3	1		
31	Coils					12		2		

112 3 3 @ 6 Pagoda Curr. ... 682 27 60

10 ... 71 3 0 1

Pagodas 1659 3

18 Coyle Small Cordage
Sent on board the King George

Mayor's Court at Madraspatnam

Tuesday the 31st day of May Anno Domine 1768

Present

Charles Smith Esquire Mayor

Peter Mariette — Reynold Adams &

Edward Stracey — Aldermen

Between George Dodwell of Fort Saint George Merchant Complainant and John Polley 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 with two Accounts annexed, the Replication the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, three Exhibits on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant with a Bill of Parcells annexed, Two Exhibits on the part of the Defendant, on hearing the pleadings made use of by the Attornies and on due Consideration had thereon. Appearing to the Court that the Cordage sold by the Complainant to the Defendant, upon being weighed by the Consent of both Parties only turned out agreeable to the Bill made out by the Defendant the Ballance of which being Six hundred & fifty Nine Pagodas & three Fanams, he Defendant the Complainant before the Bill

Mayor's Court

pay unto the Complainant the said Sum of Six hundred and fifty Nine Pagos & three fanams (Pagodas 659 m 3 m) and that the Costs of this Suit shall be paid by the Complainant

Ex Cur

Read and filed
5th April 1768

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Moses De Castro of Fort Saint George Merchant that Suncarama Chitty of Madras Merchant stands indebted unto Your Orator in the full and just Sum of Five hundred and five Pagodas two fanams & thirty two Cash Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Two hundred and two Pounds and five pence or thereabouts As will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honble Court & which Your Orator prays may be Admitted as part of this Your Orator's Bill of Compl. & Your Orator further Sheweth unto this Honble Court that He hath frequently & in an Amicable Manner Requested payment from the said Suncarama Chitty of the said Sum of Five hundred and five Pagos two fans & thirty two Cash But now so it is may it please this Honble Court the said Suncaramah Chitty Obstinately & wilfully refuses to pay the same or 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 Suncarama Chitty may upon his Corporal Oath full true direct & perfect Answer make to all & Singular the Matters and [illegible]

purpose as if the same were here again Repeated & particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five hundred and five Pagos two fanams & thirty two Cash 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 Suncaramah Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam & the Districts thereof personally to be and appear before this Honble Court at a certain time & place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

Dr. Suncarama Chitty in Account Current with Moses De Castro Cr.

1767 Augt 11th	To Cash lent You as per Your Mortgage Obligation of this Days date payable four Months after the date thereof ... 400 m m					By Ballance Due	505	2	32
	To do ..... do as per Your Note of Hand payable on Demand ... 80 m m	480	m	m					
	To Interest on do from the 11th Augt 1767 to the 5th April 1768 is 7 mo and 25 D @ 8 pCent pr Annum ...	25	2	32					
	Pagodas					Pagodas	505	2	32

Fort St George 5 April 1768

Errors Excepted

Mayors Court at Madraspatnam

Tuesday the 7th day of June Anno Domini 1768

L.S.

Present
Charles Smith Esquire Mayor
Thomas Powney & Francis Jourdan
Aldermen

Mayors Court

Between Moses DeCastro of Fort Saint George Merchant Complt and Suncarama Chitty 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 Complainants Bill, but wilfully and obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five hundred and five Pagos two fanos and thirty two Cash (Pagodas 505„ 2 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.

Ex Cur

Read and filed 17th July 1767

To the Hon'ble the Mayors Court at Madraspatnam

Hon'ble Court Your Orator and Oratrix Henry Brownrigg of James Street in the Parish of Saint Paul Covent Garden in the County of Middlesex Esqr and Mary his Wife (which said Mary is Daughter of Martha Alcock One of the Sisters of Robert Sloper late of Tranquebar in the East Indies Esqr deceased And one of the Residuary Legatees and Administratrix of the said Robert Sloper with his Will and Codicil annexed) by their Attornies Christopher Theophilus Chaigneau Esqr Captain of Foot in the Service of the Hon'ble United English East India Company on the Coast of Coromandel and Hugh Robert Alcock Lieutenant in the same Service and on the same Coast That whereas the said Robert Sloper by his last Will and Testament in Writing bearing date on or about the Second Day of June in the Year of our Lord One thousand Seven hundred and Sixty One After giving several Specifick Legacies Willed and Desired that the Residue and Remainder of his Estate might be Equally devided between the Children of his Sisters the said Martha Alcock, Ann Beeck and the Children of Elizabeth Pearce Daughter of his Sister Elizabeth Spatchurst Observing thereby that Mrs Browling Daughter of his said Sister Martha Alcock and Mrs Allice Pearce Daughter of his Sister Anna Beck who had before Received Two hundred Pounds each Receive then so much less in their Shares of that Devidend And of his said Will appointed Mr Deverix Bowly of the Parish of Saint Edmond the King London Watchmaker and Mr Dowel Chessey of the Parish of St Leonard Eastchip London Merchant his Executors And Your Orator and Oratrix further shew into this Hon'ble Court that the said Testator Robert Sloper by a Codicil to his said Will bearing date the Twentieth Day of December One thousand Seven hundred and Sixty two Ratifyed and Confirmed his said Will and appointed his Wife Mrs Kitoria Sloper his true Executrix on the said Coast of Coromandell in the East Indies to see lawfully all [illegible] Appointed home to London delivered into the hands

Chessy And in which said Codicil is a Clause in the Words or to the Effect following, that is to say "Also I declare for the less Share that I bequeathed to my Youngest Son Mr Charles Sloper in my last Will and Testament amongst his Eldest three Brother and Sister therefore I do freely give and grant unto the said Charles Sloper my two Gardens one Situated at Fort Saint George in Ellembore another at Fort Saint David in Bandipollam with them Dwelling Houses in Order to kept under the Care of the said Executor Mrs Kitoria Sloper till he be of Age in case of the Decease Survive him is to have the said Executor Mrs Kitoria Sloper them said Gardens and with them Dwelling Houses for her Use and to do with as She think proper," As in and by the said Will and Codicil now remaining in the Registry of this Hon'ble Court reference being thereunto had may more fully and at large appear Probate thereof having been granted by this Hon'ble Court to the said Kitoria Sloper to Administer the said Testator Robert Sloper's Effects in India according according to the said Codicil And Your Orator and Oratrix further Shew unto this Hon'ble Court that the said Dowel Cheessey having Departed this Life without taking upon himself the Execution of the said Will of the said Robert Sloper and the said Devereux Bowley who was the Surviving Universal Executor named in the said Will having renounced the said Executorship Administration with the said Will and Codicil Annexed of all and Singular the Goods Chattels and Credits of the said Robert Sloper/ Saving and Excepting to the said Kitoria Sloper all her right and Interest as Executrix named in the said Codicil for his Affairs on the said Coast of Coromandle/ was on or about the Sixth Day of August in the Year of Our Lord One thousand Seven Hundred and Sixty four Granted to Your Oratrix as one of the Residuary Legatees and next of kin of the said Testator by the Prerogative Court of the Archbishop of Canterbury As by the Letters Testimonial with the Seal of the said Court thereto Affixed in Your Orator and Oratrix's Custody and ready to be produced to this Hon'ble Court will more fully and at large

soon after the Decease of the said Testator Robert Sloper the said Kitoria Sloper on behalf of herself or the said Charles Sloper did by Virtue of the said Codicil enter upon & take Possession of the said Houses and Gardens mentioned in the said Codicil and all and Singular the Premises thereunto belonging or Appertaining and hath ever since kept Possession thereof and received the Rents Issues and Profits thereof or hath Disposed of the same and received the Amount thereof Notwithstanding there are only two Witnesses to the said Codicil and it plainly appears by the Depositions of those two Witnesses to the said Codicil and it plainly appears by the Deposition of those two Witnesses taken at Tranquebar before Herman Abbestee Governor for the Hon'ble Danish East India Company of Tranquebar & its Dependencies Commandant of the Fort Dansborough and Peter Falk Counsellor and Secretary there by Virtue of a Commission from this Hon'ble Court bearing date the Tenth Day of May in the Year of our Lord One thousand Seven hundred and Sixty three with the said Will and Codicil Annexed to Administer the Oaths to the Subscribing Witnesses thereto respectively to prove the same and also to the said Kitoria Sloper as Executrix as aforesaid that the said two Subscribing Witnesses to the said Codicil did not sign their Names thereto in the said Testator's presence nor at the time that He Executed the same but some time afterwards As will more fully appear by the Execution of the said Commission with the Oaths of the said two Witnesses Annexed remaining in the Registry of this Hon'ble Court and to which Your Orator and Oratrix pray Reference Whereas in Order to have made the said Codicil good and Valid it ought to have been Attested by three Credible Witnesses at the least who ought to have Subscribed their Names thereto in the presence of the Testator & of each other for the Law directs that Devises of Lands shall be Attested by three or four Credible Witnesses in the Presence of the Testator and of each other or else they shall be Uterly Void and of no Effect, And for want of this Your Orator and Oratrix Conceive the said Codicil is void

either in the said Kitoria Sloper or the said Charles Sloper but that the
Same is and ought to be Considered as part of the said Robert Slopers
Estate and of Course is the property of the said Residuary Legatees Named
in the said Will of the said Robert Sloper by Virtue thereof & of the Directions
therein and that the same together with all Deeds Papers and Writings
in any wise Relating to or Concerning the same and also the Rents Issues
produce or Profits thereof Received by or come to the hands possession or Use of
the said Kitoria Sloper and Charles Sloper or either of them ought to be
Delivered up and paid to Your Orator and Oratrix on the Account & for the
purposes beforementioned & Your Orator and Oratrix further Shew unto this
Hon'ble Court that the said Charles Sloper departed this Life in or about the
Month of March in the present Year of our Lord One thousand Seven
hundred and Sixty Seven an Infant Under the Age of Twenty One Years
And Your Orator and Oratrix further Shew that they have frequently by their
said Attorneys in the Life time of the said Charles Sloper and since his
Decease in an Amicable Manner Applyed, to and Requested the said Kitoria
Sloper and the said Charles Sloper Respectively to Deliver up unto Your
Orator & Oratrix or to their said Attornies on their behalf the said Houses
and Gardens and the Premises thereunto Respectively belonging together
with all the Deeds Evidences and Writings Relating to the same & also
to pay unto them the Rents Issue Profits or Produce thereof which have
been received by or come to their or either of their hands Possession or Use
But now so it is May it please this Honorable Court the said
Kitoria Sloper and Charles Sloper did in the Life time of the said
Charles Sloper Obstinately and wilfully refuses and the said Kitoria
Sloper still doth Obstinately & wilfully refuses to Comply with
such Your Orator and Oratrixs Just and Reasonable request or to give Your
Oratrix & Orator any Manner of Satisfaction touching the Premises
Under several Unjust frivilous & Evasive pretences some times pretending
that the said Codicil was Executed in due form of Law in the

and that the Law does not Require three Witnesses to any Will or Codicil
therefore, that the said Codicil is good and Valid and Sufficient to Vest the
Right and property to the said Houses & premises in the said Charles
Sloper and upon his Decease in her the said Kitoria Sloper Whereas Your
Orator and Oratrix Expressly Charges that the said Codicil was not Executed
as the Law directs and that the said Witnesses did not Set or Subscribe
their Names thereto in the presence of the Testator and of each other as
plainly appears by their Deposition abovementioned and that
for want of the said Codicil being Executed in the presence of three
or four Witnesses and of such Witnesses Attesting the same in the presence
of the said Testator and of each other the said Codicil is Null and Void in
Law and not Sufficient to Vest any Right or Title Whatsoever to the
said Houses and Premises in the said Kitoria Sloper and that the same
together with all the Deeds Evidences and Writings in any wise relating
to or Concerning the same and also all the Rents Issues and Profits
thereof which have been received by or come to the hands Possession or
Use of the said Kitoria Sloper and Charles Sloper or either of them since
the Decease of the said Robert Sloper ought to be Delivered up and paid
to Your Orator and Oratrix or to their said Attornies on their Acct
and behalf as Your Oratrix is Administratrix of, and One of the said
Residuary Legatees Named in the said Will of the said Robert
Sloper as aforesaid Your Orator and Oratrix 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 Kitoria Sloper may
upon her Corporal Oath full true direct and perfect Answer make to
all and Singular the Matters and things herein before setforth and
Alledged as fully truly and Effectually to all intents & purposes as
if the same were here again Repeated and particularly Interrogated
and more Especially that She may setforth and Discover Whether

above Set forth or how otherwise And whether Probate thereof was not
and when granted to her the said Victoria Sleyer as above mentioned
or how otherwise And whether the said Daniel Chesery did not depart
this Life without taking upon himself the Execution of the said Will
and Whether the said Demarcus Bawley did not renounce the said
Executorship and whether Administration with the said Will and
Codicil Annexed was not granted to Your Oratrix at the time and in
the Manner above mentioned or how otherwise And whether the said Victoria
Sleyer or one and which of them entered upon or took Possession of the said
Houses and Gardens mentioned in the said Codicil and of all or any
and what part of the Premises thereunto belonging or appertaining and
Whether She hath not ever since or for any and what time kept the
Possession thereof or of some and what part thereof or in whose possession the
same and every part thereof have been respectively since the decease of
the said Robert Sleyer and whether She the said Victoria Sleyer
or some and what other Person or Persons hath not from and for some
and what time received the Rents Issues and Profits thereof and that
she may Set forth a full true and particular Account of all the Rents
Issues produce and Profits of all and Singular the said Houses and
Premises which have come to the Hands Possession or Knowledge
of the said Victoria Sleyer or to the hands Possessions or Knowledge
of any other Person or Persons by her Order or for her Use or on any
other Account since the Decease of the said Robert Sleyer And whether
it doth not appear by the Deposition of the said two Subscribing
Witnesses to the said Codicil taken at Tranquebar as above
mentioned that they the said Witnesses did not Set or Subscribe
their Names hereto in the said Testators presence nor at the
time that He Executed the same but some time afterwards
or how otherwise And whether in Order to have made the said
Codicil good and Valid it ought not to have been Attested by

three Credible Witnesses at the least and whether such Witnesses
ought not to have Subscribed their Names thereto in the presence of the
Testator and of each other and if not why not And whether for want
of the said Codicil being Executed and Attested as above mentioned
it is not Null and Void in Law and of no Effect and if not why not
And whether it is Sufficient to Vest any Estate Right or Title whatever
to the said Houses and Premises either in the said Charles Sleyer or
the said Victoria Sleyer And whether the same is not and ought not to
be Considered as part of the said Robert Sleyers Estate and Go such the
property of the said Residuary Legatee Named in the said Will of the
said Robert Sleyer by Virtue thereof and of the Directions therein Set forth
and why not And whether the same together with all the Deeds Papers &
Writings in any wise relating thereto or Concerning the same & also the
Rents Issues Produces or Profits thereof received by or came to the hands
Possession or Use of the said Victoria Sleyer and Charles Sleyer or either
of them or of any other Person or Persons by their or either of their Order
for their or either of their Use ought not to be Delivered up and paid
to Your Orator and Oratrix or the Account and for the purposes before
mentioned and if not why not And whether the said Charles Sleyer
did not Soon thereafter depart this Life and how Old He was at the time
of his decease And whether Your Orator and Oratrix have not frequently
or how often by their said Attorneys or one and which of them in an
Amicable manner applyed to and Requested the said Victoria Sleyer
and Charles Sleyer or One and which of them to Deliver up unto
Your Orator and Oratrix or to their said Attorneys on their behalf
the said Houses and Gardens and the Premises thereunto Respectively
belonging together with all the Deeds Evidences and Writings
Relating to the same And also to pay unto them all the Rents Issues
Profits or produce thereof which have been Received by or came to

the said Victoria Sleyer and Charles Sleyer did not in the Life time of the said Charles Sleyer Obstinately and wilfully refuse Whether the said Victoria Sleyer doth not still refuse to Comply with such Your Orator and Oratrix's Just and Reasonable Request and why and for what Reason in particular they did, and the said Victoria Sleyer still doth so refuse And that the said Codicil of the said Robert Sleyer may be Declared Null and Void as to the said Houses and Premises and be Set aside with Regard thereto and that the said Victoria Sleyer may be Decreed to deliver up unto Your Orator and Oratrix or their said Attorneys on their behalf the said Houses and Gardens and all the Premises thereunto belonging or in any wise Appertaining together with all the Deeds Evidences Papers or Writings Relating to or in any wise Concerning the same And may Set forth a full true and particular Account of all the Monies Rents & Profits and Profits that have been Received by or come to the hands Possession Knowledge or Use of her the said Victoria Sleyer or of the said Charles Sleyer or to the hands Possession or Use of any other Person or Persons in Trust for them or either of them And that She may be Decreed to pay the same unto Your Orator and Oratrix or to their said Attornies on their Accounts 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 Victoria Sleyer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

9 Read and Filed
8th September 1767

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The Answer of Victoria Sleyer Widow and Executrix to the last Will and Testament of Robert Sleyer late of Swanquebare in the East Indies Esqr to the Bill of Complaint of Henry Downrigg of James Street in the Parish of Saint Paul Covent Garden in the County of Middlesex Esqr and Mary his Wife one of the Executors Legatees and Administratrix of the said Robert Sleyer Effects in Europe by their Attornies Christopher Shophilus Chaigneau and Hugh Robert Alcock of the Honble United English East India Company Esqrs Gentlemen

The said Defendant Saving and Reserving to herself all and all manner of Benefit and Advantage of Exception to the many Errors and Uncertainties in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is Material for her to make Answer thereunto She this Defendant Answers and Saith that she is the Widow and Executrix in the last Will and Testament of the said Robert Sleyer Deceased and that she has duly Proved the same together with the Codicil annexed as appears by a Probat thereof obtained in this Honble Court and by Virtue thereof has possessed herself of all the Goods and Chattels Rights and Credits of the said Robert Sleyer dec.d that have come to her hands Possession or Knowledge & agreeable to the Will and Codicil of the said Testator or Robert Sleyer this said Defendant did possess herself of those two pieces of Ground or Garden

near Fort Saint George within the Honble United English East India Companys Limits, but by what Title the said Robert Sloper held the same this said Defendant cannot particularly Setforth other than this said Defendant hath heard and beleives that the said Robert Sloper did purchase the House at Bandipollam of Charles Floyer Esquire for the Sum of Two hundred and Sixty three Pagodas five fanams and fifty five Cash as appears by an Account Current between the said Charles Floyer by his Attorney the Honble Robert Palk Esqr and the Estate of the said Robert Sloper under date the Twenty Sixth day of October One thousand Seven hundred and Sixty three, ready to be produced to this Honble Court if Required, And this said Defendant further Saith that she does not know of any actual Conveyance being made by the said Charles Floyer to the said Deceased Robert Sloper in his life time neither does she beleive any was made as appears to be the Case by the Account Current wherein the Estate of the said Robert Sloper is Debeted by the said Charles Floyer in manner following

Sloper Accepts in his Letter of 23^d October 1756

A Rs 1000 @ 380 ₱ 100 Pagodas ..... 263.5.5.

And this said Defendant further saith that she does not know by what Title the said Robert Sloper held the Ground upon which the said House at Bandipollam Stood as she this Defendant never came into Possession of the same or ever knew that any Title to the Ground Existed. And this said Defendant also saith, that she is not in possession of any Title Deeds to the Ground with the Buildings thereon at Ellembore, nor knows of any, nor by what Title the said Robert Sloper held the said Poicer parcell of Ground at Ellembore other than this said Defendant hath heard, the said Robert Sloper held the said Premises in Right of his first Wife, and from whom she Derived her Title this said Defendant Cannot Setforth This said Defendant further saith that she

Testament with the Codicil annext, as setforth in the Bill of Complaint and that she this Defendant is the Executrix therein named, and that she on the Fourteenth day of June in the Year of Our Lord One thousand Seven hundred and Sixty three did Obtain in this Honble Court a Probate of the said Robert Slopers last Will and Testament with the Codicil annext, and also admits that the said Dowel Chessy may have departed this life and that the said Devereux Bowley did Renounce the Executorship and that Administration was granted to the Complainant Mary Brownrigg. And this Defendant also Saith that she did enter upon and take possession of the said Houses and Gardens mentioned in the said Codicil together with the Appurtenances thereunto belonging on the behalf of Charles Sloper the Youngest Child of the Deceased Robert Sloper pursuant to the Codicil of the said Robert Sloper and that the said Charles Sloper departed this Life after the decease of the said Robert Sloper, whereby the property of these said Houses and Gardens became vested in this said Defendant Pursuant to the Codicil of the said Robert Sloper, wherein after Confirming his last Will made the second day of June One thousand Seven hundred and Sixty On he bequeathes to his Youngest Son Chas Sloper two Gardens and Houses Situated at Ellembore and Bandipollam as aforementioned and leaves the Care thereof to this said Defendant the Mother of the said Charles Sloper till the said Charles Sloper should have attained the Age of Twenty One Years and in Case of his decease to this Defend^t as her Sole property as by a Referrance to the same now before this Honble Court wilfully and at large appear And this Defendant also saith that the Rents Issues and profits that have arose upon the said Two Gardens and Grounds she has Received, but cannot Admit of the said Complainant being any ways intitled to any Accounts of the same as appears by the Codicil of the said Robert

at Tranquebar whose General Good Character is too well known to be
Disputed, the said Defendant also saith that she admits it doth not appear
by the Depositions of the said two Subscribing Witnesses did not Subscribe Sloper
their Names to the said Will in the presence of the Testator Robert Sloper, then
says that they absolutely Subscribed their Names to the said Codicil as the Sloper
and Deed of the said Robert Sloper and that the said Robert Sloper did in the
their presence Sign, Publish and Declare the same as and for his Codicil
his last Will and Testament and that he was at that time to all out w[illegible]
Appearance of Sound Mind, Memory and understanding though Weak
in body as well morefully appear by their said Depositions now before the
Honble Court the said Defendant further saith that she denies that there
is any Necessity for three Subscribing Witnesses, to the said Codicil or that
the said Codicil is Null and Void in law, and of no Effect for want of
such Number of Evidences, because the said Testator Robert Sloper at the
time of making the said Codicil did reside at Tranquebar a Danish
Settlement from which Circumstances it is to be presumed, that very few
or are any Person or Persons there Residing, could know the forms relative
to Wills that were to be Executed in the British Dominions, and as the
said Robert Sloper himself was also ignorant of the same, therefore as it
is not altogether the form of the Will that is Attended to but the intent
of the Testator in his Donations by his last Will and Testament there
being a greater Probabelity that the intentions of the Testator Robert Sloper
in his said Codicil, were fairly and openly declared, from the motive
that induced him to an Alteration of his Residuary bequests in his
Will, in favor of his Son Charles Sloper, in preference to Distant
Relations whose ties of Consanguinity are not equall to an immediate
Descent such as the said Charles Sloper was to the Deceased Robert
Sloper, or the Affections the said Robert Sloper might have for this said
Defendant as his Wife and Mother of the said Charles Sloper did
his life time declare in the presence of Sundry Persons that his in
[illegible] of leaving his Two Houses at Bandipollam [illegible]

Ellembore aforementioned and that he had done so to his said Son Charles
Sloper and after his decease to this said Defendant. And the Defendant further
Saith that notwithstanding the Complainant hath Setsforth that the said
Codicil to the Will of the said Deceased Robert Sloper annexed is Null and
Void in Law and not Sufficient to Vest any Right or Title whatsoever in
the said Houses and premisses in this said Defendant and therefore are
the property of the Residuary Legatees, and of Course the papers Evidences
and Writings thereto appertaining together with the Rents Issues and
profits ought to be given up and paid unto the Hands of the Complainants
Attorneys, that this Defendant apprehends, that the Codicil is Legal and
duly Executed and thereby the devise made by the said Robert Sloper to the
said Charles Sloper and this said Defendant, is good and valid, and that
this said Defendant is not obliged to be Responsible to the said Residuary
Legatees for such Devise and Supposing the said Codicil to be Vendered
invalid by this Honble Court this Defendant cannot admit of the
Complainants or any other Person to be the Residuary Legatee or Legatees,
in the last Will and Testament of the said Robert Sloper, to his Real Estate,
because if the said Codicil is Suppressed, the same Reason alledged by the
Complainant for quashing the Codicil, Will hold good for quashing so
Much of the Will as Relates to the Landed Property as much property is
Vested in the Eldest Son of the said Robert Sloper at the time of his the
Testators Decease by Descent, and therefore this said Defendant must be
Responsible to her said Eldest Son for the Issues Rents and Profits
Arising from the Houses and Ground in Dispute the Defendant further
Saith she apprehends that the said Houses and Ground are not in the
Nature of Freeholds but Copy holds as all or the greatest part of the
Lands within the Honble United English East India Companys
Settlements are held of the said Company by Leases for Ninety Nine
Years upon Paying Yearly a fine or Acknowledgment if demanded but
as the said Companys Settlements upon this Coast of Coromandell have

been destroyed no Title is affixed to the Ground on which the Houses Stand, the said Defendant further Saith she apprehends that in devises of Leases Copy holds &c. three Witnesses are not Necessary, but that two Evidence are Sufficient to pass the same, either by Will or deed of Assignment

All which Matters and things this Defendant will verify Maintain and prove in such Manner and from as this Honble Court shall direct & humbly prays to be hence dismissed with his Reasonable Costs Charges and Damages in this behalf most Wronfully Sustained

Kitoria Sloper

Chas. Bromley

Attorney for the Defendant

Read and filed 5th Novr 1767

The Replication of Henry Brownrigg of James Street in the Parish of St. Paul Covent Garden in the County of Middlesex Esqr And Mary his Wife which said Mary is One of the Residuary Legatees and Administratrix with the Will and Codicil annexed of Robert Sloper late of Tranquebar in the East Indies Esqr deceased (by their Attornies Christopher Theophilus Chaigneau Esquire Captain of Foot in the Service of the Honorable United English East India Company on the Coast of Coromandel And Hugh Robert Alcock Lieutenant in the same Service & on the same Coast, to the Answer of Kitoria Sloper of Cuddalore Widow and Executrix Named in the Codicil to the Will of the said Robert Sloper on the said Coast of Coromandel

The Replyants

Saving and Reserving to themselves all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Say that they will Aver Justify Maintain and Prove their Bill of Complaint and all and Singular the Matters and things therein Contained to be good certain true and Sufficient in the Law to be Answered unto in Such manner and form as the same are therein and thereby Setforth and Alledged & that the Answer of the said Defendant is very Untrue & Evaive And these Replyants further Say that the Defendant in her said Answer Setforth that the said Robert Sloper Purchased the House at Bandipollum of Charles Floyer Esqr but She does not believe any Actual Conveyance was made thereof, Whereas She Says that in the Account Curr^t which she mentions in her said Answer the Estate of the said Robert Sloper is Debited by the said Charles Floyer for the Amount of it which plainly Shews that it was fairly Purchased and the Amount of the Purchase thereof paid or passed in Account which to all Intents and purposes made the said Houses and Premises the property of the said Robert Sloper and now of Course of his Residuary Legatees for the Reasons mentioned and particularly Setforth in these Replyants said Bill of Complaint whether any Actual Conveyance is Subsisting or not and if it was not the property of the said Robert Sloper these Replyants would be very glad to be Informed on what Account or from what Motive the Defendant entered upon or took and still keeps Possession of the same as all her pretentions of Right or Title thereto were in Consequence of the Codicil of the said Robert Sloper, But that the same was his property these Replyants are of Opinion plainly appears the Defendant in her said Answer further Says that She never came into Possession of the said House at Bandipollam, Whereas in the former part of her said Answer She Says that Agreeable to the Will and Codicil of the said Robert Sloper She did Possess herself of those two pieces of Ground or Garden Ground together

in Bandipollum near Fort St. David and Ellembore near Fort St. George And in another part of her said Answer She Says She did enter upon and take Possession of the said Houses and Gardens mentioned in the said Codicil together with the Appurtenances thereunto belonging on the behalf of Charles Sloper the Youngest Child of the deceased Robert Sloper pursuant to the said Codicil, She also in another part of her Answer Admits that She has received the Robert Issues and Profits that have arose upon the said Two Gardens and Grounds, the Inconsistency and Absurdity of these Contradictory Assertions these Replyants Submit to the Judgment of this Honble Court the Defendant further in her said Answer Says that She is not in Possession of any Title Deeds to the Ground with the Buildings thereon at Ellembore nor knows of any nor by what Title the said Robert Sloper held the same other than that She hath heard the said Robert Sloper held the said Possessions in Right of his first Wife, In Answer or Reply thereto these Replyants say that they have been Informed the Defendant hath Sold the said House and Ground at Ellembore which if She has done the same was, as these Replyants Conceive an Illegal and Unwarrantable proceeding & which She had no Right to Dispose of as there is no property in or right or Title thereto Vested in the said Defendant for the Reasons Setforth in these Replyants said Bill of Complaint and hereinafter mentioned But which however is a Sufficient Reason for the Defendants not being in Possession of any Title Deeds thereto if there are any as it is to be Supposed the Person who Purchased the same would have all the Title Deeds Relating to or in any wise Concerning the same Delivered to him on his pay^g the purchase money & with regard to what the defend^t Alledges of the said Robert Sloper's holding the said premises in Right of his first Wife that plainly shews that his first Wife must have been intitled thereto otherwise He could not have held the same in her

by the Death of the said Charles Sloper the property of the said Houses & Gardens became Vested in her the said Defendant pursuant to the Codicil of the said Robert Sloper, Whereas these Replyants humbly Insist that for the Reasons mentioned and particularly Setforth in these Replyants said Bill of Complaint and also hereinafter mentioned no Estate right or Title whatsoever to the said Houses and Premisses passed to or was Vested in the said Defendant by Virtue of the said Codicil But that the said Codicil as to the same Houses and Premises is Void in Law & of no Effect whatsoever and the said Houses and Premises are and ought to be Considered as part of the residue of the said Robert Sloper's Estate & of Course the property of the Residuary Legatees Named in the said Will of the said Robt Sloper by Virtue thereof and of the Directions therein & that the same together with all the Deeds Papers and Writings in any wise relating thereto or Concerning the same and also all the Rents Issues produce or Profits thereof received by or come to the hands Possession or Use of the said Defendant and the said Charles Sloper in his Life time or either of them ought to be delivered up and paid to these Replyants on the Account & for the purposes before and in their said Bill of Complaint mentioned Notwithstanding what is Alledged to the Contrary by the said Defend^t in her said Answer, And these Replyants further say that they absolutely deny that the said Codicil was fairly and duly Executed by the said Robert Sloper for these Replyants Say that the same for want of being properly Attested both as to the Number of Witnesses and the Manner of the two persons whose Names appear as Witnesses thereto Attesting the same is Null and Void and of no force whatsoever with regard to the said Houses Ground and Premises thereunto belonging And what the Defendant in her said Answer Acknowledges Viz^t that it doth appear by the Depositions of the said two Subscribing Witnesses to the said Codicil taken at Tranquebar that the said Witnesses did not Subscribe their Names to the same in the presence of the said Testator Robert Sloper" plainly Demonstrates that the same was not properly Attested nor

Void Consequentially Void for Want of such Legality & propriety in the Execution & And Attesting the same Or further reason why the said Codicil is Void & of no Effect and that it doth not appear to have been fairly and duly Executed as the Defendant Alledges these Replyants say that the Signature or hand Writing which Appears to the said Codicil and which is by the said Defendant Alledged to be the hand Writing of the said Robert Sloper is very different from the Signature or hand Writing of the said Robert Sloper to his said Will and is wrote in such a manner as that it does not appear to be either the said Robert Slopers Name or the Name of any other Person so that these Replyants are firmly of Opinion that the said Codicil was not Subscribed by the said Robert Sloper or if it was Subscribed by him that He was not at the time He so Signed the same of Sound Mind Memory and Understanding or did not Know what he then did or was Capable of making any Disposition whatsoever to the Contrary of which these Replyants humbly hope this Honble Court will be Convinced by Comparing the Signature of the said Robert Sloper to his said Will and the Signature that appears to the said Codicil together And these Replyants further Say that the said Testator Robert Sloper Residing at Jamaica or the knowledge of the People in that Settlement regarding the Execution of Wills cannot as these Replyants Conceive have any Weight whatsoever as to the Validity of the said Codicil nor is it any Reason why the same should be good and Valid as it was Executed and Attested in an Illegal and an Improper Manner Besides the said Testator Robert Sloper was an Englishman and in Service in the Honble Company's Service and it is not to be Supposed that He was entirely Ignorant of the Nature of Wills and Codicil and the Way in which they ought to be Executed and Attested And with regard to what the said Defendant Saith as to the ties of Consanguinity and the said Testators Motives for Altering his Bequest in favour of the said Charles Sloper in preference to Distant Relations these Replyants say

such Allegations as talks of Consanguinity and an Immediate Descent when these Replyants have been Credibly Informed and verily believe that the said Defendant was Originally a Slave to the said Testator and that the said Charles Sloper and the other Children which the said Testator Robert Sloper had by the said Defendant were born before their Marriage Indeed these Replyants are at a loss to Know whether the said Testator and the Defendant were ever Married or not Besides upon an Inspection into the said Will of the said Testator Robert Sloper and of these Replyants said Bill of Complaint it will Appear that the Replyants Mary and the said other Residuary Legatees are not any distant Relations but Children of the said Testators Sisters and Sisters Daughter Therefore these Replyants are of Opinion that what the said Defendant has Set forth regarding the same cannot have any Weight nor in the Least to the Contrary And these Replyants beg leave further to Observe that the said Robert Sloper had in and by his said Will Devised away Ample Sufficient and handsome Provision for both the said Defendant and the said Charles Sloper and also his other Children for he by his said Will gives the Defendant One thousand pounds Sterling and all his plate Jewels Ornaments House hold Furniture &c And gives the said Charles Sloper One thousand five Hundred Pounds Sterling And to the three Eldest of his Children He gives Five thousand Pounds Sterling each so that after the said Testator had made such Ample Provision for the Defendant and his said Children it was certainly very Natural and prudent for him to Remember his said Relations as He has done in Manner before and in these Replyants said Bill of Complaint is particularly Set forth And as to what the said Defendant in her said Answer Alledges of the General good Character of the said Subscribing Witnesses to the said Codicil these Replyants say that they never heard a good Character of them but on the Contrary always Indifferent And as they believe

Character appear but in Case She should be able so to do these
Replyants humbly Insist that it will not make the said Codicil good
or Valid, the said Defendant in her said Answer further Sets forth that
Supposing the said Codicil to be Rendered Invalid by this Honble Court
She cannot Admit of these Replyants or any other Person to be the
Residuary Legatee or Legatees in the last Will and Testament of the said
Robert Sleyer to his Real Estate because if the said Codicil is Suppressed
the same Reason Alledged by these Replyants for Quashing the Codicil
will Hold good for quashing so much of the Will as Relates to the Lands &
property as such property is Vested in the Eldest Son of the said Robert
Sleyer at the time of the Testator's decease by Descent, These Replyants in
Answer or Reply thereto beg Leave to Observe that what the said Defendant
Alledges as with regard thereto cannot be Called in Question in the present
Case as it is a Matter quite foreign thereto nor has it the least Connection
therewith for the Matters in Question regards the said Codicil and the
Bequest of the said Houses and Premises therein and not the Will
Besides it is absurd to Alledge that the Will is Void for the same Reason
as the Codicil as the said Houses and Premises are not in and by the
said Will given as a Real Estate But a Devise or Bequest of the
Residue of his Estate in general without particularizing any part and
not of his Real Estate in particular so that the said Houses Gardens
and Premises by that Method of Devising or Bequeathing passed
with the said Testators Personal Estate or his Estate in General as
if it had not been a Real Estate and which the Law Allows of but
in the Codicil the said Testator particularly Mentions the said Houses
and Gardens and gives them as Real Estate so that for the Reasons before
and in these Replyants said Bill of Complaint Set forth the same is
Void in Law and of no Effect Besides the said Robert Sleyers Eldest
Son was as these Replyants have been Informed and verily believe known
before the said Robert Sleyer and the Defendant

a Bastard and cannot Inherit Lands or Real Estates as Heirs to
the said Testator Sleyer, the said Defendant further in her said Answer
Saith She apprehends that the said Houses and Ground are not in the
Nature of Free hold but Copy hold as all or the greatest part of the
Lands within the Honble United English East India Companys Settle-
ments are held of the said Company by Leases for Ninety Nine Years
upon Paying Yearly a fine or Acknowledgment if Demanded these Rep-
lyants in Answer or Reply thereto beg Leave to Observe that the Defend
Seems by such Assertions to know very little of the Nature of any Tenures
either Free hold Lease hold or Copy hold particularly of the two last for
it is Absurd to Say that any Lands are not Free hold but Copy hold
because they are held by Leases for Years for such Lands as are held
by Lease are Lease holds and not Copy holds for it is well known
that Copy holds are held of the Lord of a Mano or by Copy of Court Roll
But these Replyants Say that many Lands in and about the
Companys Settlements are Free holds And on which the Comp-
any has no Claim Nor does it appear that the Company has any
Claim whatsoever on the Houses Ground and Premises in Question
or that they are held of the Company by any Tenure whatsoever
Besides if the Company had any Legal Claim on them their
President and Council here would Undoubtedly Answer it and by
a Letter from the said President and Councils Secretary to these
Replyants Attorney in Court On an enquiry Whether the Company
had any Claim on the said Premises &c. Appears that they have
now as they seem to know nothing about them And what the
Defendant Alledges of the Records appertaining to the Lands in
the Companys Settlements being lost plainly Demonstrates that
the Company either have no Claim on the Premises in Question or
that they cannot make it appear that they have any therefore the
Premises in Question must as these Replyants Conceive, be all

in her said Answer & which is not herein & hereby particularly Answered unto these Repl^ts Say that the same is very Untrue Evasive & Insufficient for these Reply^ts to make any further or other Answer or Reply thereunto

All which Matters & things these Repl^ts are ready & willing to Verify Maintain & Prove as this Honble Court shall direct & Most humbly pray as in & by their said Bill of Compl^t they have already prayed

John Sykes
Attorney for the Replyants

Read and filed 15th December 1767

The Rejoinder of Victoria Sloper of Cuddalore Widow and Executrix of Robert Sloper late of Tranquebar Esquire Declared to the Replication of Henry Brownrigg and Mary his Wife one of the Residuary Legatees and Administratrix of the said Robert Sloper Deceased by their Attornies Cristopher Theophilus Chaigneau and Hugh Robert Alcock of the Honble Companys Troops Gentlemen

The said Defendant now and at all times hereafter Saving and Reserving to herself all and all manner of benefit and Advantage of Exception to the incertainty and insufficiency of the said Replication for Rejoinder saith, that what she has asserted in her Answer respecting the purchase made of Charles Floyer Esqr of the House at Bandapollam was setforth in Cinformity to the prayer of the Complainants Bill, and according to the best of the said Defendants knowledge, the purchase made by the said Robert Sloper in his life time the said Defendant makes no doubt was a fair one, or she would not have paid the purchase money since his Decease, but as to any Deed of Conveyance from Charles Floyer to Robert Sloper the Defend^t could not setforth by reason she

Defendant being in Possession of the Title Deeds of the said House and Ground at Bandipollam the said Defendant further in Answer to that part of the Replication wherein the Repliants have endeavoured to Mislead this Honble Court by saying that the Defendant setforth in her Answer, that she never came into Possession of the said House at Bandipollam, and that the Defendant had further setforth in her Answer, that she did possess herself of the same by Virtue of the Will and Codicil of the said Robert Sloper whereupon the Replyants pretend to shew as they say the inconsistency and Absurdity of the Contradictory Assertions the Defendant in Answer thereto begs leave to repeat what she has setforth in her Answer, as she Conceives what is there asserted is very plain and clear, the Defendant in her Answer says that she did not know by what title the said Robert Sloper held the Ground upon which the said House at Bandipollam stood, as she never Came into Possession of the same, or ever knew that any Title to the Ground existed the Defendant begs leave to observe to this Honble Court, that this Answer is to part of the prayer of the Replyants Bill of Complaint that Prays a discovery of the Writings by which the said Robert Sloper held the House and Ground at Bandipollam, and therefore this part of the Answer is no Denial of the Defend^ts not Coming into or took Possession of the said House and Ground, but only setforth, that she is not in possession of the Title Deed to the Ground and the only Conveyance she knows of to the House, is Mr Floyers Account Current this the Defendant beleives the Repliants have not throughly Examined the Contents of the Defendants Answer or otherways the Replyants would not be so ready to point out imaginary Errors in the Defendants Answer, & depart from the Matter in dispute as such Observation are rather the Subject of Exceptions to an Answer than a Reply The Defendant begs leave to Rejoin to

Defendant had Sold the House and Ground at Ellembore, the Defendt
Acknowledge that she did Sell the Ground with the Rubbish thereon,
being the Ruins of the House that formerly stood there and this she did
as the Executrix of, and pursuant to the Codicil Affixed to the last Will
Testament of the said Robert Sloper and by this and no other Title did the
purchasor accept of a Conveyance as no Writings Relative to the same could
be found neither does the Repliants Contradict the Defendant Assertions
on this head the Defendant further Saith that She Conceives the Codicil
Annexed to the Will is a Legal Codicil to all intents and purposes
and that what the Replyants have asserted in their Bill of Complaint
will not overset the same though the Law may Direct in these Cases
Yet Equity will moderate the same and bring the intentions of the Testator
to bear, though this Instrument which is Generally call a Codicial to
his Will may not be according to the Rules Prescribed by the Law

The Defendant further Saith that the Codicil was fairly
and duly Executed by the said Robert Sloper in his Life time, and
as such accepted of by this Honble Court of whom this Defendant obtained
a Probate to the said Will, the said Defendant saith that she is advised
that the manner in which the Codicil was Executed is Legal for the Subsc-
-ribing Witnesses to the said Will Setforth that they saw the Testator
Robert Sloper Sign, Publish, and Declare the Codicil annexed to his
Will, as a Codicil to his last Will and Testament, and that he was of
a Sound mind, memory, and Understanding, though weak in body
though they Signed their Names some time after, the Defendant begs
leave to observe that there are frequent instances where many Persons
dies leaving their Will without any Subscribing Witnesses, and that
a Probate has passed upon Evidence being given of the identity
of the hand Writing of the Testator, here in the present Case, there
[illegible] Proof the Witnesses Positively Assert that they saw the

his Codicil to his last Will and Testament in their presence the Defdt
further says that though there appears a difference in the hand Writing
of the Testator between the Will and the Codicil, that will be of no Use
to the Replyants in their endeavours so set aside the Codicil as a very
just and Equitable Reason arises from Reflection on the Testimony of
the Subscribing Witnesses who declare, that the Testator was at that
time infirm and Weak though of a Sound Mind Memory, and Understan-
-ding, which bodily Weakness naturally occasions this Defect in the
hand Writing of the said Robert Sloper, the said Defendant further
Saith that after the making of the said Codicil the said Robert Sloper
Regained his good State of Health and Continued in the same some
time without altering his said Codicil, and did several times in the
Presence of Credible Witnesses Declare before the making of the Codicil
and after, that he would and had made such Codicil as is now before
this Honble Court in favor of his Youngest Son Charles Sloper &
this Defendant his Mother, —

The Defendant further saith that though the said
Robert Sloper in his life time might be in Council, which really was
not the Case, and of great Abilities Yet the said Robert Sloper might be
ignorant in the Forms Required by Law in the Execution of Deeds

The Defendant further Saith that the Replyants ind-
-eavour to debase this Defendant in her good fame, Credit, and
Reputation thinking thereby to Draw off the attention of this
Honble Court, by suppositions, unnatural Suggestions and immag-
-inations that are leading away, and Departing from the Subject
matter in dispute, Yet it is very well known that this Defendant
was lawfully Married to the said Robert Sloper and that she had issue
by that Marriage who are legally intitled to the Real Estate of the said
Robert Sloper to have been set aside

The Defendant further saith to the Assertion of the

Subscribing Witnesses to the Codicil as Persons of a bad Character that the Subscribing Witness D. Olsen is a person of a very good Reputa and in the Service of the Danish East India Company settled at Tran quebar and by them Employed as Book keeper or Accountant this being a post of Trust and Confidence, this Defendant presumes the said Danish Company would not have employed a Man of bad reputation therein or Continued him their Service and as to Mr. Heidebrooke being a Clergyman and by the Danish Company employed in their Settlement to Officiate in that Capacity and still Continues to act in that Station

The Defendant further Saith that she is advised that the observation made, and what the Replyants say, is according to Law is entirely inconsistent both to Law and Equity, for if the Testator Robert Sleper, could not pass his real Estate by this disputed Codicil the Replyants claims aright to it in Reference to his Heir at Law, the Defendt in Answer to that part of the Reply wherein the Replyants say that the said Houses and Premises are not in and by the said Will given as a Real Estate but a Devise or bequest of the residue of his Estate in General without Particularizing any part and not of his Real Estate in general, so that the said Houses, Gardens and Premises, by that Method of devising or bequeathing, passed with the said Testators personall Estate as his Estate in General, as if it had not been Real Estate, and which the Law allows of the Defendant Says that She admits of such Devises to hold good in Law, but in that Case Two Witnesses to the Will only not pass the same in Prejudice to the Heir, no more than two Witnesses will do to the Disputed Codicil and Except Particular Circumstances.

The Defendant further Saith she apprehends that the Several Lands held by the British Subjects under the

Protection of the English East India Company are not held as Freehold in General, Unless where they are bought of the Natives in whose right to the Lands are held in right of their being in possession of them only, but not by any writing, the Defendant allows the President and Council may have by their Secretary told the Replyants that they had no Claim on the disputed premises, Yet the Defendant doubts whether the President and Council would not if they thought Proper enter into Possession of the disputed premises as no Deed can bar the right of Possession the said Robert Sleper had in his Life time to the premises for the said President and Council have an Absolute right to the Country wherein the Premises are situated and Vest the same to the several Inhabitants &

And the said Defendant lastly Saith that to any other matter or thing set forth or alledged in the said Replyants Reply and which is not hereby particularly answered unto that the same are very untrue and insufficient for this Defendant to make any other or further Answer thereunto to All which Matters and things this Defendt is Ready and willing to averify, Maintain and prove in such Manner and form as this Hon.ble Court shall Direct and humbly prays as in and by her said Answer she hath already Prayed

Chas. Brumley
Attorney for the Defendant

Sir

I must beg leave once more to trouble You, Heard this Honble Board on the Square and Bandipollam Schandy he was much Obliged to You to Inform Me whether they pay any Rent to the Company, and if they do, how much, or whether they are looked upon to be the property of the Persons in Possession of them for ever, or for any Number of Years, & whether the Company has any Claim on them

I am Sir
Your most Obedient humble Servt

Sir

I have enquired of the Governor Concerning the Houses at the Spurr and Bandipollam but can get no Information of the Particulars You Desire to be informed of

I am
Sir
Your humble Servant
W. H. Goodlad

19th June 1767

To
Mr. Sykes

To Mr. John Jolly

Interrogatories to be Administred to such 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 Henry Brownrigg of James Street in the parish of Saint Paul Covent Garden in the County of Middlesex Esquire and Mary his Wife (one of the Residuary Legatees and Administratrix of Robert Sloper late of Tranquebar and the East Indies Esqr. Deceased) by Christopher Theophilus Chaignean Esquire Captain of Foot in the Service of the Hon'ble United English East India Company on the Coast of Coromandell and Hugh Robert Alcock Lieutenant in the same Service & on the same Coast are Complainants & Kiteria

the part and behalf of the Defendant

Interry 1st Do You know or do You not know the parties Complainant and Defendant in the Title of these Interrogatories named if Yea how long have You known them or either and which of them Declare

2d Did You know or did You not know Cristian Brower late of Tranquebar Merchant in his life time, Was You or was You not at any and what time or times in his Company, and where, Did You or did You not hear the said Christian Brower declare that he would depose to the best of his remembrance the intentions of Mr. Robert Sloper the Person in the title of the Interrogatories named Concerning the Disposition that he would make of his real and personal Estate by Will And did or did not the said Christian Brower declare that he heard the said Robert Sloper say that he had or would leave his Effects according to the Codicil hereto shewn You or how otherwise Did You or did You not ask the said Christian Brower any and what Questions Concerning the Dispute between the Complainant and Defendant if Yea, set forth the Questions by You to him put with his Answer And whether or on You beleive that such Answers he so made You that he the said Christian Brower would or would not have delivered the same as his Deposition in the Course of these Proceedings Declare the whole You know touching these Matters to the best of Your remembrance & belief

Chas. Bromley
Attorney for the Defendant

Be it Known to all Men by these Presents that I Robert Sloper at Present Residing at Tranquebar on the Coast of Coromandell in the East Indies have made and Declared my Last Will and Testament in Writing bearing Date the Second of June

Sloper by this present Codicil do Ratify and Confirm my said Last Will and Testament, I do and Appoint My Esteemed Wife Mrs Kitoria Sloper My true Executors on the Coast of Coromandell in the East Indies to See lawfully all my Affairs Transported House to London Delivered under the Hands of my Universally Executors Mr Devereux Bowley and Mr Dodwell Chessey London Merchants. Also I declare for the less Share that I bequeath'd to my Youngest Son Mr Charles Sloper in my Last Will & Testament Amongst his Eldest three Brother and Sisters therefore I do freely give and grant unto the said Charles Sloper my two Gardens one Situated at Fort St George in Ellembore another at Fort St David in Band=ipollam with them Dwelling Houses in Order to Kept under the Care of the said Executor Mrs Kitoria Sloper till he be of Age in case of the Decease Survive him is to have the said Executor Mrs Kitoria Sloper them said Gardens and with them Dwelling Houses for her use, and to do with, as She think proper and my Will & meaning is that this Codicil or Schedule be Adjudged to be apart and Parcel of my Last Will and Testament and that all things therein Ment=ioned and Contained be faithfully and truly Performed and as fully and amply in every Respect as if the same were so Declared and Set down in my said Last Will and Testament Witness My Hand this Twentieth day of December One thousand Seven hundred and Sixty Two

That Mr Sloper in his great Weakness this Codicil with his own hand hath Signed we under Written are Witnesses

Kopl Sploper

John Christian Weedebrook

D: Jessen

Mayors Court at Madraspatnam

Between Henry Brownrigg of James Street in the Parish of Saint

Esquire and Mary his Wife (one of the Resid=uary Legatees and Administratrix of Robert Sloper late of Tranquebar in the East Indies Esqr Decd) by Christopher Theophilus Chaigneau Esqr Captain of Foot in the Service of the Hon'ble United English East India Company on the Coast of Coromandel, and Hugh Robert Alcock Lieut in the same Service and on the same Coast Comp=lainants and Kitoria Sloper Widow and Executrix of the said Robert Sloper Decd Defendt

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

John Jolly of Fort St George Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 5th day of March 1768 shewn at the Office of Mr John Sykes Attorney for the Complainants by Conocapah 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 hath no knowledge of the Complainants, but hath known the Defendant 12 Months or thereabouts

2d To the Second Interrogatory this Deponent Saith, he did know and was Acquainted with Christian Brower some time before his Death that he went on a visit to his House in the Black Town of Madras ten or eleven Months before he died, and entering into Discourse with him Concerning the Matters in Question this Deponent cannot say the said Christian Brower declared he would depose, but he told him that he well knew it was the intention of Mr Robert Sloper deceased to dispose of his Real and personal Estate according to the Will & Codicil [illegible] and this Deponent firmly believes was the said Christian

a Deposition to that purpose he having Related it to him & this Deponent
in manner & Serious and Solemn manner further this Deponent Saith not

John Polly

Estate of Robert Sloper Esqr late of Tranquebar

Pagodas	Fanams	Cash
To the Ballance Carried to this Debit	1218	15
To Mr Sloper Letter of this Date		
To My Funeral Charges with Mr Sloper		
To Ballance this Letter	1218	15

Errors Excepted
Tranquebar 26th Novr 1726
John Polly

Pagodas 388 34 25
Fanams 1478 23 37

Tranquebar Decr 8th 1726
Errors Excepted
John Polly

In the Name of God. Amen. I Robert Sloper at Present Residing at Tranquebar on the Coast of Coromandel in the East Indies, being at present of Sound and Perfect Sense and Memory, though fair and Weak in Body Considering the Uncertainty of Life do make this my Last Will and Testament in Manner and Form following

First I recommend My Soul to the Mercy of Almighty God Trusting through the Intercession of our Blessed Saviour for Remission of my Sins and my Body to be buried in as Private a Manner as Decency will permit of at the Discretion of my Dear Spouse. I Will that my funerall Charges and just Debts be first Discharged. I Will and bequeath to Mrs Victoria Sloper one thousand Pound Sterling and likewise all my Plate, Jewels, Ornaments, House hold Furniture and the two Coffee Girls Sarah and Rose and to dispose of them to her own Sex as she thinks proper. I will and bequeath to my four Children. Miss Elizabeth Sloper. Mr Stringer Robt Sloper, and Miss Philadelphia Sloper and Mr Charles Sloper two thousand Pound Sterling to each the three Eldest and one thousand five hundred Pound Sterling to my Youngest Son Charles. I will and Appoint my esteemed Friend Mr Demeaux Bowley of the Parish of St Edward the King London Hatchmaker and Mr Daniel Chesny of the Parish of St Leonhard Eastcheap London Merchant my Executors of this my last Will and Testament and beg of them to accept of one hundred Pound Sterling each as a small Acknowledgment for the Charge they take upon them in this affair. I will and bequeath to my Sister Martha Woods three hundred Pound Sterling, to my Sister Anne Beech two hundred Pound Sterling, and to my Sister Elizabeth Ipatchurst three hundred Pound Sterling. In Case it should so Please God Almighty to Call me out of this World before I go home to

utmost Care must be used in procuring them a Passage & Recommending them to my Said Executors in London defraying all the Charges for their Passage from the Estate; but after their arrival in Europe my said Executors will Answer all further necessary Charges from the Interest of their Legacies, In Case Mrs Kitoria Sloper should be of a Mind to goe home wth her Children the Charges for her Passage homeward to be defrayed from the Estate and her Legacy to be remitted to Europe in such a manner as she may desire but in Case she should like to Stay here in India, her Legacy is to be paid her and to be at her own Disposal I will and order that my Executors do place my four Childrens Legacies in any Publick Stock of Government Security & the Interest thereof to be applyed for their Support and Education & the Principal to be payed to them when they be of Age or when the Girls Marry on the Day of their Marriage I will and order that my Dwelling house at Tranquebar be sold and the Amount Collected in to the Estate the Residue and Remainder of my Estate after the beforegoing has been Complyed with I will and desire that the same may be equally Devided between the Children of my Sisters Martha Alcock, Ann Beeck and the Children of Elizabeth Pearce Daughter of my Sister Elizabeth Spatchurst, observing thereby that Mrs Browling Daughter of my Sister Martha Alcock, and Mrs Allice Pearce Daughter of my Sister Ann Beeck, who have before Received two hundred Pounds each Receive now so much less in their Shares of this Devedent. In Case of the Decease of any of my four Children the Surviving of them is to have of the Deceased's Legacy each an equall Share. this is my true Will and Testament (Revoking all others by Me thereto before made) wch wth my own hand I do Sign and Seal this second of June one thousand Seven hundred and Sixty One

Robt Sloper (L.S.)

Signed Sealed and Declared to the last Will and Testament of Robert Sloper in the Presence of us

Be it Known to all Men by these Presents that I Robert Sloper at Present Residing at Tranquebar on the Coast of Coromandell in the East Indies, have made and Declared my Last Will and Testament in Writing bearing Date the Second of June one thousand Seven Hundred and Sixty One, I the said Robert Sloper by this present Codicil do Ratify and confirm my said last Will and Testament, I do appoint my Esteemed Wife Mrs Kitoria Slopper my true Executors on the Coast of Coromandell in the East Indies to see lawfully all my Affairs Transported Home to London delivered under the Hands of my universally Executors Mr Devereux Bowley, and Mr Dowell Chessey London Merchants; also I declare for the less share that I bequeath'd to my Youngest Son Mr Charles Slopper in my last Will and Testament amongest his Eldest three Brother and Sisters, therefore I do freely give and grant unto the said Charles Slopper my two Gardens one Situated at Fort St George in Ellembore another at Fort St David in Bandipollam with them Dwelling Houses, in order to kept under the care of the said Executor Mrs Kitoria Slopper till he be of Age, in case of the Decease Survive him is to have the said Executor Mrs Kitoria Sloper them said Gardens and with them Dwelling Houses for her use, and to do with, as she think Proper and my Will and Meaning is, that this Codicil or Schedule be Adjudged to be a part and Parcel of my Last Will and Testament, and that all things therein mentioned and Contained be faithfully and truly Performed, and as fully and ample in every Respect, as if the same were so Declared and set down in my said last Will and Testament Witness my hand this twentieth day of December, One thousand Seven hundred and Sixty two

Rupt S Kloper

That Mr Sloper in his great Weakness this Codicil with his own hand hath Signed we underwritten

The Mayor's Court at Madraspatnam

To the Honorable Henry Abbestee Esqr Governor &ca Council of Tranquebar

L.S.

Send Greeting

Mayor's Court

Whereas the Last Will and Testament and Codicil of Robert Sloper late Residing at Tranquebar Deceased hereunto annexed were this day Exhibited into this Court. Now Know Ye that the said Mayor's Court having great Confidence in the Care Fidelity and Circumspection of You the said Henry Abbestee Esqr the Governor &ca Council, Do by these Presents give full Power and Authority to You or any two of You to take the Oaths of such Person or Persons as may be Produced to Swear to the Due Execution of the said Last Will and Testament and Codicil of the said Deceased, and the said Mayor's Court doth hereby Desire of You or any two of You that if such Person or Persons so to be Produced should be infirm and unable to Come to You that then You the said Henry Abbestee Esquire the Governor &ca Council or any two of You do at such time and Place as shall be appointed go to such Person or Persons and upon his or their appearing before You, You are hereby Requested to lay before him or them the said Last Will and Testament and Codicil hereunto Annexed and to Administer to him or them such Oath as is hereafter Mentioned, which being done You are Desired to lay before Kitoria Sloper the Executrix Named in the said Codicil the annexed Last Will and Testament and Codicil and to Administer to her the Undermentioned Oath And of what You shall do herein You will be Pleased. Make Return to this Court on or before the 7th Day of June Next ensuing together

this Commission Given under the Seal of the said Court and under the Hands and Seals of John Debonaire Esquire Mayor of Madraspatnam and of Mr Peter Mariette One of the Aldermen of Madraspatnam this 10th Day of May Anno Domini 1763

J. M. Stone Regr

John Debonaire Mayor of Madraspatnam (L.S.)

Peter Mariette One of the Aldermen of Madraspatnam (L.S.)

Oath of the Subscribing Witnesses to the Will

You Swear that You saw the Will now Exhibited Signed sealed Published and Declared by the Testator Robert Sloper As and for his last Will and Testament, and that he was at the time to all Outward Appearance of Sound Mind Memory and Understanding that You Subscribed Your Names as Witnesses thereto in the Presence of the said Testator and of each other

So help You God

Oath of the Subscribing Witnesses to the Codicil

You Swear that You saw the Codicil now Exhibited Signed Published and Declared by the Testator Robert Sloper & for a Codicil to his last Will and Testament, and that he was at that time to all Outwards Appearance of sound Mind Memory and Understanding, and that You Subscribed Your Names as Witnesses thereto in the Presence of the said Deceased and of each other

So help You God

Oath to be Administred to Kitoria Sloper the Executrix named in the Codicil to the said Last Will and Testament

You Swear that You believe the last Will and Testament and Codicil now shewn You, to be the Last Will and Testament of Robert Sloper Deceased, that You are the Executrix Named in the said Codicil, that You will faithfully execute the said Last Will and Testament and Codicil by Paying Debts & Legacies so far as the Effects to be Appraised and make a true and Perfect Inventory of them at or before six Months from this day and Likewise a true and Just Account of this Your Executorship at or before twelve Months from this Day

So help You God

Herman Abbestee Governor for the Honble Danish East India Company of Tranquebar and its Dependencies, Commandant of the Fort Dans borough and

Peter Falk, Counseller and Secretary, Deknown, that in consequence of a Commission from the Mayors Court at Madraspatnam of the 10th instant, whereunto is annexed the last Will and Testament and Codicil of Robert Sloper, late Residing at Tranquebar, Deceased the Will bearing date the 2^d of June 1761 and the Codicil the 20th of December 1762 we have called before us who also appeared, the Subscribing Witnesses to the said Testament and Codicil, Viz first the Witnesses to the Will the Under Book keeper Daniel Jessen / the other Witness Mr Ole Bie is now Staying for some business of the Company at Nagapatnam and has given his Oath in writing [illegible]

Missionary Mr John Christian Wiedebrock, and the said Mr Jessen, when we laid before them our Commission from the Mayors Court at Madraspatnam, with the said last Will and Testament and Codicil thereunto annexed, and then examined them in regard to their Signature under the said Testament and Codicil, and took their Oaths in a lawfull Manner, as appears by the hereunto annexed original Pieces Subliteris A and B.

Likewise was called and appeared before us Kitoria Sloper, the Executrix named in the Codicil when we also laid before her our said Commission with the last Will and Testament and Codicil, and then Administred to her in a lawfull manner such an Oath as appears by the Original Piece Sublitera C.

Given under our Hands and Seals in the fort Dans borough this 26th Day of May Anno Domini 1763

H: Abbestee (L.S.)

P: Falk (L.S.)

A

We Swear that we saw the Will now exhibited, Signed Sealed, published and declared by the Testator Robert Sloper, as and for his last Will and Testament, and that we was at that time, to all outward appearance, of Sound Mind, Memory and understanding that we Subscribed our Names as Witnesses thereto in the presence of the said Testator and of each other So help us God

Tranquebar 26th May Ao 1763.

[illegible] Jessen (L.S.)

B

We Swear that we saw the Codicil now exhibited, Signed Published and Declared by the Testator Robert Sloper as and for a Codicil to his Last Will and Testament, and that he was at that time to all outward appearance of Sound Mind Memory and Understanding but very weak We Signed our Names some time after. So help us God

Tranquebar 26th May Ao 1763

John Christian Wiedebrook (L.S.)

D. Jessen (L.S.)

C

I Swear that I believe the last Will and Testament and Codicil now shewn Me to be the last Will and Testament and Codicil of Robert Sloper deceased that I am the Executor named in the said Codicil, that I will faithfully execute the said last Will and Testament and Codicil by paying Debts and Legacies so far as the Effects will extend and the Law oblige Me, that I will cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before Six Months from this Day and likewise a true and just Account of this my Executorship at or before twelve Months from this Day

So help me God

Tranquebar this 26th May 1763

Kitoria Sloper (L.S.)

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 10th Day of May Anno Domini 1763

Present

John Debonaire Esquire Mayor

Claud Russell — John Whitehill

& Abraham Browne — Aldermen

Mr. Archdale Palmer Proctor for Mrs Kitoria Sloper, Widow of Robert Sloper deceased late of Tranquebar appears and delivers into Court the last Will and Testament and Codicil of the said deceased Which is Read the said Proctor acquaints the Court that the Subscribing Witnesses to the said Will and Codicil are at Tranquebar He therefore prays that a Commission may issue to the Governor and Council thereto take the Deposition of the Subscribing Witnesses to the Validity thereof, as also to Administer the Oath of an Executrix to the said Kitoria Sloper, the Executrix in the said Codicil named, as far as Relates to the Deceased's Affairs in India — Granted accordingly

A true Extract

J. M. Stone Regr

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 14th Day of June Anno Domini 1763

Present

John Debonaire Esquire Mayor

Peter Mariette — & Thomas Powney

Aldermen

of the Council and Secretary of Tranquebar returns the Commission to them Directed for taking the Oaths of the Subscribing Witnesses to the Last Will and Testament and Codicil of Robert Sleyer Deceased and for Administring the Oath of an Executrix to Victoria Sleyer the Widow of the said Deceased duly Executed

Ordered that a Probate of the said Last Will and Testament and Codicil be Granted to the said Victoria Sleyer the Executrix in the said Codicil named

Steve Extract J. M. Stone Regr

Mayors Court
Madraspatnam

Tuesday the 16th Day of June Anno Domini 1768

Present

(21)

Charles Smith Esquire Mayor
John Debonaire & Francis Fourdan
Aldermen

Mayors Court

Between Henry Brawnrigg of James Street in the Parish of Saint Paul Covent Garden in the County of Middlesex Esqr And Mary his Wife Which said Mary is One of the Residuary Legatees and Administratrix with the Will and Codicil annexed of Robert Sleyer late of Tranquebar in the East Indies Esqr Deceased by their Attorney Christopher Humphreys Chaigneau Esqr Captain of Foot in the Service of the Honble United English East India Company on the

Complainants and Victoria Sleyer of Cuddalore Widow and Executrix Named in the Codicil to the Will of the said Robert Sleyer on the said Coast of Coromandel Defendt

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, One Exhibit on the part of the Complainants, the Interrogatories and Depositions on the part of the Defendant, with a Copy of a Codicil annexed, one Exhibit on the part of the Defendant, the Last Will and Testament and Codicil of Robert Sleyer Deceased, and the Commission to Messrs Abeel Dash & Falk to Administer the Oaths to the Subscribing Witnesses to the said Will and Codicil, as also the Oath of an Executrix to the Defendt to the said Will and Codicil, as also the Depositions of the Witnesses taken thereunto, and an Extract from the Minutes of Court on hearing the Pleadings made as of this day the Attornies Londen Cowide thereupon had thereon the Court and of Opinion that the Proceedings by the Complainants for setting aside the Codicil of Robert Sleyer deceased, would be of all Right of hold good with regard to that part of the Will whereby the Complainants Claim the Premises in Dispute as the said Will by which they claim the said Premises is only Signed by two Witnesses But it appearing to the Court that the Codicil to the Last Will and Testament of Robert Sleyer Deceased, contains therein distinct & distinct Intention of the said Deceased, with regard to the Disposal of the Premises therein mentioned, and that the Execution of the said Codicil is sufficiently proved & attested to induce the Court to pronounce for the Validity thereof, altho' the want of a Competent Knowledge in the Testator of Affairs of this Nature, it may not be entirely agreeable to proper

of the Council and Secretary of Fort St George return the Commission to them Directed for taking the Oaths of the Subscribing Witnesses to the Last Will and Testament and Codicil of Robert Sleyer Deceased and for Administring the Oath of an Executrix to Victoria Sleyer the Widow of the said Deceased duly Executed

Ordered that a Probate of the said Last Will and Testament and Codicil be Granted to the said Victoria Sleyer the Executrix in the said Codicil named

A true Extract
J. M Stone
Regr

Mayors Court at Madraspatnam

Tuesday the 5th Day of June
Anno Domini 1768

Present

(L 1)

Charles Smith Esquire Mayor
John Debonnaire } Francis Fourdan
} Aldermen

Mayors Court

Between Henry Brawnrigg of James Street in the Parish of Saint Paul Covent Garden in the County of Middlesex Esqr And Mary his Wife (which said Mary is One of the Residuary Legatees and Administratrix with the Will and Codicil annexed of Robert Sleyer late of Tranquebar in the East Indies Esqr deceased) by their Attorney Christopher Theophilus Chaigneau Esqr Captain of Foot in the Service of the Honble United English East India Company on the

Complainants and Victoria Sleyer of Cuddalore Widow and Executrix Named in the Codicil to the Will of the said Robert Sleyer on the said Coast of Coromandel Defendt

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, One Exhibit on the part of the Complainants, the Interrogatories and Depositions on the part of the Defendant, with a Copy of a Codicil annexed, one Exhibit on the part of the Defendant, the Last Will and Testament and Codicil of Robert Sleyer Deceased, and the Commission to Messrs Abeel Dash & Falk to Administer the Oaths to the Subscribing Witnesses to the said Will and Codicil, as also the Oath of an Executrix to the Defendt to the said Will and Codicil, as also the Depositions of the with the Execution of the said Commission and the Depositions of the Witnesses taken thereunto, and an Extract from the Minutes of Court on hearing the Pleadings read as far as by the Attornies Dondas Conside-ration had thereon The Court are of Opinion that the Reasons alleged by the Complainants for setting aside the Codicil of Robert Sleyer deceased, would if allowed of hold good with regard to that part of the Will whereby the Complainants Claim the Premises in Dispute as the said Will by which they claim the said Premises is only Signed by two Witnesses But it appearing to the Court that the Codicil to the Last Will and Testament of Robert Sleyer Deceased, contains the undoubted Direction of the said Deceased, with regard to the Disposal of the Premises therein mentioned, and that the Execution of the said Codicil is sufficiently proved Attested to induce the Court to pronounce for the Validity thereof, altho' the want of a Competent Knowledge in the Testator of Affairs of this Nature, it may not be entirely agreeable to proper

doth Accordingly Order and Decree that the said Codicil and every part thereof shall stand good and valid and that the Complainants Bill shall Stand Dismissed with Costs

Read and filed 6th October 1767

To the Hönble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Hönble Court Your Orator Antonio De Rozario of Madras Inhabitant That Narrain Pillay of the same place Conicoply stands Indebted unto Your Orator in the full and just Sum of Thirty Nine Pagodas Ten Fanams and Thirty two Cash Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda eight Shillings the Sum of Fifteen Pounds fourteen Shillings and two Pence or thereabouts As will more fully and at large appear by a Translate of an Obligation and Account Current and Transfer thereof hereunto annexed for the inspection of this Hönble Court which was Assigned over to Your Orator by Narain Chitty of Madras Merchant & Administrator to the Estate and Effects of Chinnatamby Chitty Deceased And which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Hönble Court that he hath frequently and in an Amicable Manner Requested payment from the said Narrain Pillay of the said Sum of thirty Nine Pagodas Ten Fanams and thirty two Cash But now so it is May it please this Hönble Court the said Narrain Pillay Obstinately and willfully Refuses to pay the same or to grant Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief as usual in this Hönble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Narrain Pillay may upon his

and Singular the Matters & 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 particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of thirty Nine Pagodas and thirty two Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Hönble Court to cause the said Narrain Pillay to be Summoned and Required by the Sheriff of Fort Saint George Tenor of Madraspatnam and the Districts thereof personally to be and appear before this Hönble Court at certain time and place to be by this Hönble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Hönble Court shall seem Meet

John Sykes
Attorney for the Complt

August 10 1756

I Narrain Pillay Son of Tenmalo Pillay of Madras do hereby Acknowledge to have borrowed and Received of Sandiapettee Chinnatamby Chitty the full and just Sum of Seventeen Current Star Pagodas which Sum is to be payable on Demand with Interest at the Rate of Nine p Cent p Annum Witness Crobal Chitty and Peryahmettee Chinadee Chitty Dubash by Conicoply Century Ranger

(Signed) Narrain Pillay

A True Translation as near as can be taken from the Original Malabar by Cavacapaly Lenoon Interpreter

John Sykes

Dr. Narrain Pullay in Account Current with Ninah Chitty Administrator to the Estate and Effects of Chinnatom by Chitty Deceased — Cr.

1756 Augt.	10th	To Cash lent upon your Obligation of this date	17	"	"	1767 Septr.	10th	By Ballance	39	10	32
		To Interest on Do. from the 10th August 1756 to the 10th Septr. 1767 is 11 Y and 1 M @ 8 ℘ Cent	15	2	52						
1757 Augt.	10th	To Cash paid to Arnachellem Modelly by Your Order	1	21	"						
		To Do. paid to your Brother Ranga Pullay by Your Order	2	20	60						
		To Interest on Do. from the 10 Augt. 1757 to the 10th September 1767 is 10 Y and 1 M @ 8 ℘ Cent	3	8	"						
		Pagodas	39	10	32			Pagodas	39	10	32

Forts St George 10th Septr. 1767

Errors Excepted

[illegible]

Knowall Men By these presents That I Ninah Chitty of Madras Merchant and Administrator to the Estate and Effects of Chinnatomby Chitty Deceased for and in Consideration of One Promissory Note of Hand to Me given by Antonio De Rozario of Madras Inhabitant for the Sum of thirty Seven Pagodas And payable four Months after date do hereby Assign and Setover unto the said Antonio De Rozario to his own proper Use without any Account to be given for the Same the Sum of thirty Nine Pagodas Ten fanams and thirty two Cash and All other Sum or Sums of Money as are Remaining due payable Upon or by Virtue of the above Account Current arising upon Obligation and Accounts and all my Rights and Title Interest and Demand in and to the same and do Give and Grant unto the said Antonio de

to his own Use and upon Receipt thereof to give Discharge for the same or any part thereof And I the said Ninah Chitty do further Covenant and Agree to and with the said Antonio De Rozario that the said Sum of thirty Nine Pagodas Ten fanams and thirty two Cash is justly due and owing to Me from Narrain Pullay and that I have not Received the same or any part thereof In Witness whereof I have hereunto Set my hand in Madrass the 10th Day of September in the Year of Our Lord 1767

[illegible]

Signed in Presence of Geraldo Gonsolves

Mayors Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present

Mr. Peter Mariette Senior Alderman

Thomas Powney — Arthur Cuthbert

and Edward Stracey — Aldermen

L.S.

Mayor's Court

Between Antonio De Rozario of Madras Inhabitant Complainant and Narrain Pullay of the same Place Conicoply Defendant

It appearing by the Records of this Court that the space of Six Months (the time limitted in his Majesties Charter) is Elapsed since the return of the Warrant of Sequestration issued Against the Defendants Effects, and the Defendant hath not made any appearance in Court to Answer the Complainants Bill This [illegible] to Order and Decree and doth

Dr { Navrain Pullay in Account Current with Ninak Chitty Admr
=inistrator to the Estate and Effects of Chinnatomby Chitty
Deceased

1756 Augst 10	To Cash lent upon your Obligation of this Date				1767 Sept 10	By Ballance			34	10 32
	To Interest on Do from the 10 August 1756 to the 10 Sept 1767 is 11 and 1 @ 8 P Cent	13	2	52						
1757 Augst 10	To Cash paid to Annachellom Modelly by Your Order	1	21	—						
	To Do paid to your Brother Ranga Pillay by Your Order	2	20	60						
	To Interest on Do from the 10 Augst 1757 to the 10th September 1767 is 10 and 1/2 @ 8 P Cent	3	8	—						
	Pagodas	34	10	32						

Pagodas 34 10 32

Fort St George 10 Sept 1767
Errors Excepted

Rs 35 W 6 8 0

Knowall Men By these presents That I Ninak Chitty of Madras Merchant and Administrator to the Estate and Effects of Chinnatomby Chitty Deceased for and in Consideration of One Promissory Note of Hand to Me given by Antonio De Rozario of Madras Inhabitant for the Sum of thirty Seven Pagodas And payable four Months after date do hereby Assign and Setover unto the said Antonio De Rozario to his own proper Use without any Account to be given for the Same the Sum of thirty Nine Pagodas Ten fanams and thirty two Cash and All other Sum or Sums of Money as are remaining due payable Upon or by Virtue of the above Account Current arising upon Obligation and Accounts and all my Rights and Title Interest and Demand in and to the same and do Give and Grant unto the said Antonio De

to his own Use and upon Receipt thereof to give Discharge for the same or any part thereof And I the said Ninak Chitty do further Covenant and Agree to and with the said Antonio De Rozario that the said Sum of thirty Nine Pagodas Ten fanams and thirty two Cash is justly due and owing to Me from Navrain Pullay and that I have not Received the same or any part thereof In Witness whereof I have hereunto Set my hand in Madras the 10th Day of September in the Year of Our Lord 1767

Rs 35 W 6 8 0

Signed in presence
of Gerald Gonsalves
Mayors Court
Madraspatnam

Tuesday the 21st day of June
Anno Domini 1768

Present
Mr Peter Marsac Mayor
Thomas Pawney — Arthur Cuthbert
and Edward Macey — Aldermen

Mayors Court
List

Between Antonio De Rozario
of Madras Inhabitant Complainant
and Navrain Pullay of the same
Place Coniophy Defendant

Appearing by the Records of this Court that the space of Six Months (the time limitted in his Majesties Charter) is Expired since the return of the Warrant of Sequestration issued Against the Defendants Effects, and the Defendant hath not made any appearance in Court to Answer the Complainants Bill This

Dr. Narrain Pullay in Account Current with Ninah Chitty Administrator to the Estate and Effects of Chinnatom by Chitty Deceased — Cr.

1756 Augt.	10th	To Cash lent upon your Obligation of this date	17	"	"	1767 Septr.	10th	By Ballance	39	10 32
		To Interest on Do. from the 10th August 1756 to the 10th Septr. 1767 is 11 y and 1 M @ 8 ℘ Cent	15	2	52					
1757 Augt.	10th	To Cash paid to Arnachellom Modelly by Your Order	1	21	"					
		To Do. paid to your Brother Ranga Pullay by Your Order	2	20	60					
		To Interest on Do. from the 10 Augt. 1757 to the 10th September 1767 is 10 y and 1 M @ 8 ℘ Cent	3	8	"					
		Pagodas	39	10	32			Pagodas	39	10 32

Fortst George 10th Septr. 1767
Errors Excepted

Knowall Men By these presents That I Ninah Chitty of Madras Merchant and Administrator to the Estate and Effects of Chinnatomby Chitty Deceased for and in Consideration of One Promissory Note of Hand to Me given by Antonio De Rozario of Madras Inhabitant for the Sum of thirty Seven Pagodas And payable four Months after date do hereby Assign and Setover unto the said Antonio De Rozario to his own proper Use without any Account to be given for the Same the Sum of thirty Nine Pagodas Ten fanams and thirty two Cash and All other Sum or Sums of Money as are Remaining Due payable Upon or by Virtue of the above Account Current arising upon Obligation and Accounts and all my Rights and Title Interest and Demand in and to the same and do Give and Grant unto the said Antonio de

to his own Use and upon Receipt thereof to give Discharge for the same or any part thereof And I the said Ninah Chitty do further Covenant and Agree to and with the said Antonio De Rozario that the said Sum of thirty Nine Pagodas Ten fanams and thirty two Cash is justly Due and owing to Me from Narrain Pullay and that I have not Received the same or any part thereof In Witness whereof I have hereunto Set my hand in Madrass the 10th Day of September in the Year of Our Lord 1767

Signed in Presence of Geraldo Gonsolves

Mayors Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present

Mr. Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert
and Edward Stracey — Aldermen

Mayors Court

Between Antonio De Rozario of Madras Inhabitant Complainant and Narrain Pullay of the same Place Conviceply Defendant

It appearing by the Records of this Court that the space of Six Months (the time limitted in his Majesties Charter) is Elapsed since the return of the Warrant of Sequestration issued Against the Defendants Effects, and the Defendant hath not made any appearance in Court to Answer the Complainants Bill This

pay unto the Complainant the full and just Sum of thirty Nine Pagodas Ten fanams and thirty two Cash (Pagodas 39 - 10 - 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

Ex Cur

Filed the 23d April
Read the 3d May 1768

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Francisco Antonio Pimenta late Second Mate of the Ship Saint Alma Santa now Riding at Anchor in the Road of Madras That Raymundo De Magalhaes Messia Commander of the said Ship stands Indebted unto Your Orator in the full and just Sum of thirty Nine Pagodas fifteen fanams and Sixty Cash Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of fifteen Pounds and fifteen Shillings As will more fully and at large appear by an Account Current hereunto annexed for the Inspection of this Honble Court And which Your Orator prays may be Admitted as part of this Your Orator's 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 Raymundo De Magalhaes Messia of the said Sum of thirty Nine Pagodas fifteen fanams and Sixty Cash

But now so it is May it please this Hon'ble Court the said Raymundo De Magalhaes Messia Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction [illegible]

Agreeable to Equity and good Conscience To the end therefore that the said Raymundo De Magalhaes Messia may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty Nine Pagodas fifteen fanams and Sixty Cash 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 Raymundo De Magalhaes Messia 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 Hon'ble Court at a certain time and place to be by this Hon'ble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

John Sykes
Attorney for the Complainant

This Bill was shewn to Me between the Days of Adjournment
Let a Summons Issue Returnable Next Court Day

Chas Smith
Mayor

Dr. Capn. Raymundo De Magalhaes Messia in Account with Francis Antonio Pimenta Cr.

1767 Septr.	29th	To My Diet at Manilla as Second Mate of the Ship St. Antonio Alma Santa (on Account of Your Refusing to Admit me to Your Table there According to the Agreemt. which You made with me (from the 29th September 1767 being the time that the said Ship arrived at Manilla to the 5th Febry. 1768 the time that the said Ship Saild from thence for Madras is 4 and 6 @ 15 Dollrs. ⅌ Month is 63 Dollrs. @ 16 Ds. ⅌ 10 Pags.	Pagodas	39	15	60	By Ballance	39	15	60
						Pagodas	39	15	60

Fort St. George 22 April 1768
Errors Excepted
Fran.co Ant.o Pimenta

Mayors Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present
Mr. Peter Mariette Senior Alderman
Thomas Pomney — Arthur Cuthbert
and Edward Stracey — Aldermen

Between Francisco Antonio Pimenta late

Mayors Court

Viding at Anchor in the Road of Madras Complainant and Raymundo De Magalhaes Messia Commander of the said Ship Defendant

It appearing by the Records of this Court that the Defendant hath been served with the usual Rules to Answer the Complainants Bill but, wilfully and obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum thirty Nine Pagodas fifteen fanams and Sixty Cash (Pagodas 39.15.60) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Filed 2d May
Read 3d do. 1768

To the Hon'ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Joseph De Muskita late Mariner of the Ship Saint Antonio Alma Santa now Viding at Anchor in the Road of Madras That Raymundo De Magalhaes Messia Commander of the said Ship stands Indebted unto Your Orator in the full and just Sum of One hundred and Nine Pagodas and Nine fanams Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Forty three Pounds and fourteen Shillings or thereabouts As will morefully and at large appear by an

Dr. Capn. Raymundo De Magalhaes Messia in Account with Francis Antonio Pimenta Cr.

1767 Septr.	29th	To My Diet at Manilla as Second Mate of the Ship St. Antonio Alma Santa (on Account of Your Refusing to Admit me to Your Table there According to the Agreemt. which You made with me (from the 29th September 1767 being the time that the said Ship arrived at Manilla to the 5th Febry. 1768 the time that the said Ship Saild from thence for Madras is 4 and 6 @ 15 Dollrs. ⅌ Month is 63 Dollrs. @ 16 Ds. ⅌ 10 Pags.	Pagodas	39	15	60	By Ballance	39	15	60
						Pagodas	39	15	60

Forts St. George 22 April 1768
Errors Excepted
Franc. Anto. Pimenta

Mayors Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present
Mr. Peter Mariette Senior Alderman
Thomas Pomney — Arthur Cuthbert
and Edward Stracey — Aldermen

Between Francisco Antonio Pimenta late

Mayors Court

Viding at Anchor in the Road of Madras Complainant and Raymundo De Magalhaes Messia Commander of the said Ship Defendant

It appearing by the Records of this Court that the Defendant hath been served with the usual Rules to Answer the Complainants Bill but, wilfully and obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum thirty Nine Pagodas fifteen fanams and Sixty Cash (Pagodas 39.15.60) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Filed 2d May
Read 3d do. 1768

To the Hon'ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Joseph De Muskita late Mariner of the Ship Saint Antonio Alma Santa now Viding at Anchor in the Road of Madras That Raymundo De Magalhaes Messia Commander of the said Ship stands Indebted unto Your Orator in the full and just Sum of One hundred and Nine Pagodas and Nine fanams Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Forty three Pounds and fourteen Shillings or thereabouts As will morefully and at large appear by an

this is Your Orators Bill of Complaint. And Your Orator further shews unto this Honble Court that He hath frequently and in an Amicable Manner Requested payment from the said Raymundo De Magalhaes Mesia of the said Sum of One hundred and Nine Pagodas and Nine fanams

But now so it is. May it please this Honble Court the said Raymundo De Magalhaes Mesia Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a Gen^ral Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Raymundo De Magalhaes Mesia May upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully fully and Distinctly to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Nine Pagodas and Nine fanams 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 Raymundo De Magalhaes Mesia to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrespatnam and the Districts thereof personally to be and appear before this Honble Court at certain time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

This Bill was shewn to Me
Between the Days of Adjournment Let

John Sykes
Attorney for the Complainant

Pagoda's 115 18 fan^s

Errors Excepted
Fort St George 9th Augt 1761
John Sykes

Pagoda's 115 18 fan^s

Dr. Captain Raymundo De Magalhaes Mesia in Account Current with Joseph De Monkhouse

1760					
Augt 20	To Cash Received of Sundry Persons			64	9 fan^s
Septr 1	To Ditto Received of Ditto			109	9 fan^s
	To Balance			115	18 fan^s
				289	36 fan^s
1760					
Augt 15	By Cash Received of Sundry Persons			178	36 fan^s
	By Balance			110	fan^s
				289	36 fan^s

1760					
Augt 15	To Cash Paid Sundry Persons			178	36 fan^s
	To Balance			110	fan^s
				289	36 fan^s
1760					
Augt 15	By Cash Received of Sundry Persons			64	9 fan^s
	By Balance			115	18 fan^s
				180	27 fan^s

Pagoda's 115 18 fan^s

Errors Excepted
Fort St George 9th Augt 1761
John Sykes

Mayor's Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present

Mr. Peter Mariette Senior Alderman

Thomas Powney — Arthur Cuthbert

and Edward Stracey — Aldermen

L.S.

Mayor's Court

Between Joseph De Muskita late Mariner of the Ship Saint Antonio Alma Santa now Riding at Anchor in the Road of Madras Complainant and Raymundo De Magalhaes Messia Commander of the said Ship Defendant

It appearing by the Records of this Court that the defendant hath been served with the usual Rules to Answer the Complainants Bill but willfully and Obstinately refusing so to do, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One hundred and Nine Pagodas and Nine fanams (Pagodas 109. 9. 0) together with such Interest as now is or shall hereafter become due thereon, untilfull payment is made, also all Costs of this Suit

Hear

Read and filed May 3 1768

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Theodozio Martius late Second Mate of the Ship Sant Antonio Alma Santa now riding at Anchor in the Road of Madras That Raymundo De Magalhaes Messia Commander of the said Ship stands Indebted unto Your Orator in the full and just Sum of Twenty Eight Pag.s thirteen fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Eleven Pounds Six Shillings and Seven Pence or thereabouts as will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Hon'ble Court And which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint and Your Orator further Sheweth unto this Hon'ble Court that Your Orator did on Account of his being an Officer of the said Ship as aforesaid put on Board her a Chest Containing Cloaths and another Containing Navigations Instruments & Sundry other Articles mentioned in the Account particulars hereunto annexed for the inspection of this Hon'ble Court And which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint and Your Orator further Sheweth unto this Hon'ble Court which said Articles the said Raymundo De Magalhaes Messia detains on Board the said Ship and refuses to Deliver unto Your Orator And Your Orator further Sheweth unto this Hon'ble Court that He hath frequently and in an Amicable Manner requested the said Raymundo De Magalhaes Messia to pay unto Your Orator the said Sum of Twenty Eight Pagodas thirteen fanams and forty Cash and also to deliver the said Chests of Cloaths and Navigation

particulars But now so it is may it please this Honble Court the said Raymundo De. Magalhaes. Messia Obstinately and wilfully refuse to Comply with such Your Orators just and Reasonable Request or to grant Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore prays a Gen^ral Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the end therefore that the said Raymundo De. Magalhaes. Messia may upon his Corporal Oath full true Direct 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 particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of Twenty Eight Pagodas thirteen fanams and Forty Cash with all such Interest as now is or shall Hereafter become due thereon Also to Deliver unto Your Orator the said Chests of Cloathe and Navigation Instruments and the Sundry other Articles mentioned in the said Account particulars And to pay all Costs of this Suit

May it please this Honble Court to cause the said Raymundo De. Magalhaes Messia to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

John Sykes
Attorney for the Complainant

Dr. Cr. Captain Raymundo De. Magalhaes. Messia in Account Current with Theodozio Martins

To 4 Piece of Nankeens Sattin				By Cash Received from Your			
which Your sold @ 1½ Pago				Respondentlik 50 Taels @ 5			
each Reducting the Sea				p^r Cent for the Voyage 35 Do			
Custom 6 p^r Cent at Neg-				which @ 3 Rupees p^r Tael 165			
-apatnam is Pardanne				By Do from a Bill for 100 Dollrs			
Pago das 7 to 18 ore Madras				20 p^r Cent for the Voyage Insur-			
Current Pagodas	65	28	m	-ance paid here an Abatement			
To Sundry Goods which Your				of 10 p^r Cent is made Dollrs 110			
Carried for Sale as p^r List	81	19	m	which @ 2 Rupees p^r Dollr is 256	2		
Paid by the Sheriff				421	30		
				335 Rupees p^r 100 Pago		118	26 m
				By Ballance Due		28	13 40
Pagodas	147	3	40	Pagodas		147	3 40

Fort St George 13 April 1768
Errors Excepted
p^r Theodozio Martins

An Account Particulars of Sundry Articles put on Board the Ship Saint Antonio Nona Santa by Theodozio Martins on Account of this Complt and Master of the said Ship Viz^t

Inclosed Containing following thing

2 Chests of Europe Cloths
2 New Hatts
2 Gingham Banians Coat
8 New and Old Caps
8 New and Old Long Drawers
6 Do and do Shirts
1 Chelles Do
3 Towells

1 Pallampore
4 Banian
a Cloth Coat and apr. Breeches
3 pr. of Breeches
1 Spectalles

Another Chest Containing the following Articles

a Ivory Cross
a Do Image
a Pr. of Do
3 Bundle of Quills
2 Wine Glasses
Some Spices
2 Pictures of Images
All the Papers relating to My Affair
2 Glasses
12 Buttons mounted with Stone
2 Pen Knives
3 Copper Spoons and 3 Knives and Forks

In My Room on Board

a Cheese
a Quadrant with all the Nessary belonging to it
3 Compass
2 Hour and Minuit Glasses
a Jarr of Biskett
2 Do of Pickles
2 Brass and Iron Potts
3 Guglets
3 Books
a Bottle of Soy
a Candle Stand &ca
a Bed Pellow &ca
a Iron Tongues and a Shovel and a hammer and a Fishin Tattles &ca
a Slate

What is out

a Bag of Rice
24 Bundles of Tea
a Middle &ca

Errors Excepted

Theodozio Martius

Mayor's Court at Madraspatnam

Tuesday the 21st Day of June Anno Domini 1768

Present

L.S. Mr. Peter Mariette Senior Alderman
Thomas Pomney — Arthur Cuthbert and
Edward Stracey — Aldermen

Mayor's Court

Between Theodozio Martius late Second Mate of the Ship Saint Antonio Alma Santa now Riding at Anchor in the Road of Madras Complainant and Raymundo De Magalhaes Messia Commander of the said Ship Defendant

It appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but willfully 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

due thereon and that the Defendant shall more over deliver unto the Complainant the several Articles mentioned in the Account Particulars annexed to the Complainants Bill of Complaint, and that the Defendant shall pay all Costs of this Suit

Exc Cur

Filed 18th } April 1768
Read 19th }

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Aratoor Cautihatoor of the Kingdom of Pegue Merchant by his Attorney Joannis Matress of Madras Merchant That William Weekes of Fort Saint George Mariner and Nazuret Satur of Madras Merchant stand Jointly and truly indebted unto Your Orator in the Sum and just Sum of Seven thousand Two hundred and thirty five Pag^s Sixteen fanams and Sixty five Cash (making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Two thousand Eight Hundred and Ninety Four Pounds three Shillings and upwards) As the Ballance of an Account Current hereto annexed for the inspection of this Hon'ble Court & Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment

But now so it is and may it please this Hon'ble Court the said William Weekes and Nazuret Satur obstinately and wilfully refuse to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said William Weekes and Nazuret Satur may upon their Corporal Oaths true and perfect Answer make to all and Singular the Matters and

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 Seven thousand Two hundred and thirty five Pagodas Sixteen fanams and Sixty five Cash with all such Interest as now is or shall hereafter grow Due thereon also all Costs of this Suit

May it please this Hon'ble Court to Cause the said William Weekes and Nazuret Satur 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 Hon'ble Court at a Certain Time and place to be by this Hon'ble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

18th April 1768

Chas Bramley
Attorney for the Complainant

This Bill was shewn to Me between the Days of Adjournment and Joannes Matress having first Sworn to the Validity of the Demand and that the Defendant are abt Departing out of the Jurisdiction of this Court Let a Summons Returnable Immediately issue with a Warrant of Arrest

Charles Smith
Mayor

Dr. William Wookes and Nazuret Satur in Account Current with } Cr
Arratoon Cauntchatoor

1768 March	25	To Principal and Prem taken upon Respondentia on the Saint Jacobs for the Voyage and due this day	2520	By Ballance Due	4233 16 65
April	18	To Interest on Do from the 5 March last to the 18 April 1768 is 24 days @ 8 ℔ Cent ℔ Annum	253 15 79		
March	25	To Principal & Prem taken upon Respondentia on the Sh Jacobs for the Voyage & Due this day	307 21		
April	18	To Interest on Do from 5 March last to 18 April 1768 is 24 days @ 8 ℔ Cent ℔ A	24 11 35	813 32 35	
		To a Bill of Exchange for 1450 Sp Dollars or Pagodas Silver & 32 Swalle Drawn by Chamber & Johanna Matteesuchaik they refused to Accept	388 31 80		
		To Charges for Protest Non Accept Do Pags	3 21 20		
			4233 16 65		4233 16 65

Mayors Court
Madrapatnam

Tuesday the 21st Day of June
Anno Domini 1768

Present

Mr Peter Mariette Senior Alderman
Thomas Pownoy — Arthur Dilkens
and Edward Stracey — Aldermen

Mayors Court

Between Arratoon Cauntchatoor of the Kingdom of Pegue Merchant by his Attorney Jannes Mateer of Madras Merchant Complainant and William Wookes of Fort Saint George Mariner and

Nazuret Satur of Madras Merchant Defendants

Appearing by the Records of this Court that the Defendant Nazuret Satur 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 Nazuret Satur shall pay unto the Complainant the full and just Sum of Three thousand Six hundred and Seventeen Pagodas and Twenty Nine fanams Pagodas 3617 29 the half of the Sum of Seven thousand Two hundred and Thirty five Pagodas Fourteen fanams and Sixty five Cash together with such Interest as owing is or shall hereafter become Due thereon, until full Payment is made, also all Costs of this Suit

Filed 18-16 April 1768
Read

To the Honble the Mayors Court at Madrapatnam

Humbly Complaineing Sheweth unto this Honble Court Your Orator Manuel Stephen of Madras Merchant that William Wookes of Fort Saint George Mariner and Nazuret Satur of Madras Merchant Stande Indebted unto Your Orator in the full and Just Sum of One thousand One Hundred and Eighteen Pagodas (making) in Sterling money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Four thousand and forty Seven Pounds four Shillings and Eight pence Due Accrueing upon a Respondentia Obligation bearing date the Twenty Ninth day of January in the Present Year One thousand Seven hundred and Sixty Eight under the Hands and Seals of the said William Wookes and Nazuret Satur whereby the said William Wookes and Nazuret Satur promised to pay unto Your Orator the aforesaid Sum of One thousand One hundred & Eighteen Pagodas on or before the Expiration of Twenty One Days after the

William Weekes at Madras from the Kingdom of Pegue (or in case of a loss such a Salvage as by Custom became due, a reference to said Respondentia Obligation (Ready) to be produced to this Honble Court (will more fully and at large appear and Whereas the said Ship St Jacob did on the Fifth day of March last past arrive at this Port of Madras in Safety And Whereas Your Orator did on the Twenty Sixth Day of the same Month of March (being Twenty One days after her Arrival at Madras) apply to the said William Weekes and Nazaret Satur in an Amicable and Friendly Manner for payment

But now so it is and may it please this Honble Court the said William Weekes and Nazaret Satur Obstinately and willfully refuses to pay the same or 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 William Weekes and Nazaret Satur may upon their Corporal Oaths full true Direct and perfect Answer make to all and Singular the Matters and things herein before setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum One thousand One Hundred and Eighteen Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said William Weekes and Nazarett Sautar 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 Prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley

and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said William Weekes and Nazaret Satur may upon their Corporal Oaths true and perfect Answer make to all and Singular the Matters and things herein before Setforth 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 Orators the aforesaid Sum of Two thousand three Hundred and thirteen Pagodas Ten fanams and forty 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 William Weekes and Nazaret Satur to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam & the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Charles Bromley
Attorney for the Complainant

20th April 1768

This Bill was shown to Me between the days of Adjournment the Complainants having Sworn to the Validity of their Demand and that the Defendants are about Departing out of the Jurisdiction of this Court Let a Summons Returnable Immediately issue with a Warrant of Arrest

Charles Smith
Mayor

Mayor's Court at Madraspatnam

Tuesday the 21st Day of June Anno Domini 1768

Present

L.S.

Mr. Peter Mariette Senior Aldermen

Thomas Powney — Arthur Cuthbert

and Edward Stracey — Aldermen

Mayor's Court

Between Abdella Boy and Jaffar Boy of Madras Merchants Complainants and William Weekes and Nazeret Satur of Madras Inhabitants Defendants

Happearing by the Records of this Court that the Defendant Nazuret Satur hath been served with the Usual Rules to Answer the Complainants Bill but willfully 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 Nazuret Satur shall pay unto the Complainants the full and just Sum of One thousand One hundred and fifty Six Pagodas twenty Six fanams and twenty Cash (Pagodas 1156„26„20) the half of the Sum of Two thousand Two hundred and thirteen Pagodas Ten fanams and forty Cash together with such Interest as now is or shall hereafter become due thereon untilfull payment is made also all Costs of this Suit

Filed 18th
Read 19th April 1768

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Magil Joannes of Madras Merchant That William Weekes of Fort Saint George Mariner and Nazuret Satur of Madras Merchant stand Jointly indebted unto Your Orator in the full and just Sum of Seventeen thousand Seven hundred and Ten Pagodas One fanam and Fifty five Cash Making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Seven thousand and Eighty four Pounds and upwards as the Ballance of an Account Current hereto annexed for the inspection of this Hon'ble Court And Whereas Your Orator hath frequently and in an amicable Manner Requested Payment

But now so it is and may it please this Hon'ble Court the said William Weekes and Nazuret Satur obstinately & wilfully refuses to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said William Weekes and Nazuret Satur may upon their Corporal Oaths true and perfect Answer make to all and Singular the Matters and things herein before Setforth 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 Seventeen thousand Seven hundred and Ten Pagodas One fanams and Fifty five Cash with all such Interest as now is or shall hereafter grow due thereon also all Costs of this Suit

May it please this Hon'ble Court to Cause the said William Weekes and Nazuret Satur to be Summoned and Required by

Districts thereof personally to be and appear before this Honble Court at a certain Time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

18th April 1768

Chas. Bromley
Attorney for the Complainant

This Bill was shewn to Me between the Days of Adjournment the Complainant having Sworn to the validity of his Demand and that the Defendant are about Departing out of the Jurisdiction of this Court Let a Summons Returnable immediately issue with a Warrant of Arrest

Charles Smith
Mayor

Dr. William Weekes and Nazuret Satur in Acct. Curr. with Magil Joannes Cr.

1768 March 26th	To Principal and Premium taken upon Respondentia on the St. Jacob for the Voyage and due this day 8040				By Ballance Due	17710	1	55
	To Interest on Dr. from 26th March to 18th April is 24 Days @ 8 pCent	42 31 55	8082	31 55				
	To a Bill of Exchange for Vess of Silver and 75 Ticalls Drawn by You on Messrs. Shamier Sulton Thomas Chambers and Johannes Mattress which they refused to Accept		9623					
	To Charges of Protest for non Acceptance		4	12				
		Pagodas	17710	1 55	Pagodas	17710	1	55

Mayors Court at Madraspatnam

Tuesday the 21st Day of June Anno Domini 1768

Present

L.S.

Mr. Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert
and Edward Stracey — Aldermen

Mayors Court

Between Magil Joannes of Madras Merchant Complainant and William Weekes of Fort Saint George Mariner and Nazuret Satur of Madras Merchant Defendants

It appearing by the Records of this Court that the Defendant Nazuret Satur 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 Nazuret Satur shall pay unto the Complainant the full and just Sum of Eight thousand Eight hundred and fifty five Pagodas and Sixty Seven Cash (Pags. 8855 .. 67) the half of the Sum of Seventeen thousand Seven hundred and Ten Pags. One fanam and fifty five Cash together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

pCur

To the Honble the Mayors Court at Madraspatnam

Filed 18th
Read 19th } April 1768

Honble Court Your Orator Alexander Delach of Pondichery Esqr by his Attorney Gregorio Miguel of Madras Merchant That William Weekes and Nazuret Satur of Madras Inhabitants stands Indebted unto Your Orator in the full and just Sum of Eight Hundred and thirty Seven Pag^s Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Three hundred and thirty four Pounds and Sixteen Shillings arising on a respondentia Obligation bearing date the fourteenth day of February in this Present Year One thousand Seven hundred and Sixty Eight and under the Hands and Seals of the said William Weekes and Nazuret Satur whereby the said William Weekes and Nazuret Satur promised to pay unto Your Orator the aforesaid Sum of Eight hundred and thirty Seven Pagodas at or before the Expiration of Twenty One days after the safe arrival of the Ship St. Jacob whereof was commander the said William Weekes aforenamed at Madras from the Kingdom of Pegue for in Case of a Loss such a Salvage as by Custom became due reference to such said Respondentia Obligation Ready to be produced to this Honble Court will morefully and at large appear and Whereas the said Ship St. Jacob did on the Fifth day of March last past arrive at this port of Madras in safety And Whereas Your Orator did on the Twenty Sixth day of the same Month of March being Twenty One days after her Arrival at Madras apply to the said William Weekes and Nazuret Satur in an amicable Manner for Payment

But now so it is and may it please this Honble Court the said William Weekes and Nazuret Satur obstinately and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said William Weekes and Na-

to all and Singular the Matters and things herein before set forth and all-edged as fully truly and Effectually to all intents and purpose as if the same were here again repeated and Interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of Eight Hundred and Thirty Seven Pag^s 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 William Weekes and Nazuret Satur 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 Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

Chas. Bromley
Attorney for the Complainant

18th April 1768

This Bill was shewn to Me between the Days of Adjournment the Complainant having by his Attorney Sworn to the validity of his Demand and that the Defendants are about departing out of the Jurisdiction of this Court Let a Summons Returnable Immediately with a Warrant of Arrest issue

Chas. Smith
Mayor

Mayor's Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present

L.S.

Mr. Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert
and Edward Stracey — Aldermen

Mayor's Court

Delash of Pondichery Esqr by his
Attorney Gregorio Miguel of Madras
Merchant Complainant and William
Weekes and Nazuret Satur of Madras
Inhabitants Defendants

Happearing by the Records of this Court that the Defendt
Nazuret Satur hath been served with the Usual Rules to Answer the
Complainants Bill but willfully 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 Nazuret Satur shall
pay unto the Complainant the full and just Sum of Four hundred and
Eighteen Pagodas and a half (Pagodas 418 1/2 ...) the half of the Sum
of Eight Hundred and thirty Seven Pagodas, together with such Interest
as now is or shall hereafter become Due thereon untilfull payment is
made also all Costs of this Suit

Pour

Filed 18th
Read 19th } April 1768

To the Hon'ble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble
Court Your Orator Jacob Cande of the Kingdom of Pegue Merchant
by his Attorney Joze Marcot of Madras Merchant that William
Weekes and Nazuret Satur of Madras Inhabitants stand indebted unto
Your Orator in the full and just Sum of Four Hundred and Seventy
two Pagodas making in Sterling Money of Great Britain after the
Rate of Eight Shillings for every Pagd the Sum of One Hundred and

a Respondentia Obligation bearing date the first day of February in this
Present Year One thousand Seven hundred and Sixty Eight, under the Hands
and Seals of the said William Weekes and Nazuret Satur whereby the said William
Weekes and Nazuret Satur promised to pay unto Your Orator the aforesaid Sum
of Four hundred and Seventy two Pagodas at or before the Expiration of
Twenty One days after the safe Arrival of the Ship St Jacob whereof was
Commander the said William Weekes aforementioned at Madras from the
Kingdom of Pegue or incase of a loss such a Salvage as by Custom became due
Reference to such said Respondentia Obligation ready to be produced to this
Hon'ble Court will morefully and at large appear and Whereas the said Ship
the St Jacob did on the fifth day of March last past arrive at this port of Madras
in safety and Whereas Your Orator did on the Twenty Sixth day of the same
Month of March being Twenty One days after her arrival at Madras apply
to the said William Weekes and Nazuret Satur in an amicable Manner for Payment

But now so it is and may it please this Honorable
Court the said William Weekes and Nazuret Satur obstinately and wilfully
refuses to give Your Orator any Manner of Satisfaction touching the Premises
Your Orator Prays a General relief such as to this Hon'ble Court shall appear
agreeable to Equity and good Conscience To the end therefore that the said
William Weekes and Nazuret Satur may upon their Corporal Oaths true
and perfect Answer make to all and Singular the Matters and things herein
before set forth and alledged as fully 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 four hundred and Seventy two
Pagodas 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 William Weekes and Nazuret Satur to be Summoned & Required
by the Sheriff of Fort Saint George Town of Madraspatnam & the

Delach of Pandichery Exor by his
Attorney Gregorio . Miguel of. Madras
Merchant Complainant and William
Weekes and . Nazuret Sahur of. Madras
Inhabitants Defendants

Happearing by the Records of this Court that the Defts
. Nazuret Sahur hath been served with the Usual Rules to Answer the
Complainants Bill but willfully and obstinately refuseing so to do
this Court doth therefore think fit to Order and Decree and doth
accordingly Order and Decree that the Defendant Nazuret Sahur shall
pay unto the Complainant the full and just Sum of Four hundred and
Eighteen Pagodas and a half / Pagodas 418½ / the half of the Sum
of Eight Hundred and thirty Seven Pagodas, together with such Interest
as accrues or shall hereafter become Due thereon until full payment is
made also all Costs of this Suit

Four

Filed 12th April 68
Read 19

To the Honble the. Mayors
Court at. Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Jacob Cande of the Kingdom of Pegu Merchant
by his Attorney Jos. Marcot of. Madras . Merchant that William
Weekes and. Nazuret Sahur of. Madras . Inhabitants stand indebted unto
Your Orator in the full and just Sum of Four Hundred and Seventy
two Pagodas making in Sterling Money of Great Britain after the
Rate of Eight Shillings for every Pagoda the Sum of One Hundred and

a Respondentia Obligation bearing date the first day of February in this
present Year One thousand Seven hundred and Sixty Eight, under the Hands
and Seals of the said William Weekes and. Nazuret Sahur whereby the said William
Weekes and. Nazuret Sahur promised to pay unto Your Orator the aforesaid Sum
of Four hundred and Seventy two Pagodas at or before the Expiration of
Twenty One days after the safe Arrival of the Ships St. Jacob whereof was
Commander the said William Weekes aforementioned at. Madras from the
Kingdom of Pegu or in case of a loss such a Salvage as by Custom became due
Reference to such said Respondentia Obligation ready to be produced to this
Honble Court will more fully and at large appear and Whereas the said Ship
the St. Jacob did on the fifth day of March last past arrive at this port of Madras
in safety and Whereas Your Orator did on the Twenty Sixth day of the same
Month of March being Twenty One days after her arrival at Madras apply
to the said William Weekes and. Nazuret Sahur in an amicable Manner for Payment

But now so it is and may it please this Honble
Court the said William Weekes and. Nazuret Sahur obstinately and willfully
refuse to give Your Orator any Manner of Satisfaction touching the Premises
Your Orator Prays a Genl Cedat such &c to this Honble Court shall appear
agreable to Equity and good Conscience To the end therefore that the said
William Weekes and Nazuret Sahur may upon their Corporal Oaths true
and perfect Answer make to all and Singular the Matters and things herein
before set forth and alledged as fully truly and effectually to all intents and
purposes as if the same were here again repeated and interrogated and he directed
to pay unto Your Orator the aforesaid Sum of four hundred and Seventy two
Pagodas with all such Interest as now is or shall hereafter become due
thereon also all Costs of this Suit

May it please this Honble Court to Cause
the said William Weekes and. Nazuret Sahur to be Summoned & Required
by the Sheriff of Fort Saint George Town of Madraspatnam &c

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 Honble Court shall seem Meet

18th April 1768

Chas. Bromley
Attorney for the Complainant

This Bill was shewn to Me between the days of Adjournment the Complainant having Sworn to the Validity of his Demand and that the Defendants are about Departing out of the Jurisdiction of this Court Let a Summons Returnable Immediately issue and a Warrant of Arrest

Charles Smith
Mayor

Mayor's Court at Madraspatnam

Tuesday the 21st Day of June
Anno Domini 1768

Present

L.S.

Mr. Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert
and Edward Stracey — Aldermen

Mayor's Court

Between Jacob Cande of the Kingdom of Pegue Merchant by his Attorney Joze Maroote of Madras Merchant Complainant and William Weekes and Nazuret Satur of Madras Inhabitants Defendant

Happearing by the Records of this Court that the Defend^s Nazuret Satur 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

pay unto the Complainant the full and just Sum of Two hundred & thirty Six Pagodas (Pagodas 236 ...) the half of the Sum of Four hundred and Seventy Pagodas together with such Interest as now is or shall hereafter become Due thereon untill full payment is made also all Costs of this Suit

Fur

To the Honble the Mayor's Court at Madraspatnam

Filed 18th
Read 19th ..... April 1768

Humbly Complaining Sheweth unto this Honble Court Your Orator Gregorio Magil of Madras Merchant that William Weekes and Nazuret Satur of Madras Inhabitants Stand indebted unto Your Orator in the full and just Sum of Four hundred and Seventy Two Pagodas Current Money of Madras making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Eighty Eight Pounds Sixteen Shillings arising upon a Respondentia Obligation bearing date the Twenty Ninth day of January in the present Year One thousand Seven hundred and Sixty Eight under the Hands and Seals of the said William Weekes and Nazuret Satur whereby the said William Weekes and Nazuret Satur promised to pay unto Your Orator the aforesaid Sum of Four hundred and Seventy Two Pagodas at or before the Expiration of Twenty One days after the safe arrival of the Ship St. Jacob whereof was Commander the said William Weekes aforenamed at Madras from the Kingdom of Pegue or in case of a loss such a Salvage as by Custom became due Reference to such said Respondentia Obligation ready to be produced to this Honorable Court will more fully and at large appear and Whereas the said Ship St. Jacob did on the fifth day of March last past arrive at this port of Madras in safety and Whereas Your Orator did on the Twenty Sixth

Arrival at Madras apply to the said William Weekes and Nazuret Satur in an amicable Manner for Payment

But now so it is and may it please this Court the said William Weekes and Nazuret Satur obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touchin premises Your Orator 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 William Weekes and Nazuret Satur may upon their Corporal Oaths true and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully 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 Four hundred and Seventy Two Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said William Weekes and Nazuret Satur 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 prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Charles Bromley
Attorney for the Complainant

18th April 1768

This Bill was shewn to Me between the days of Adjournment the Complainant having Sworn to the validity of his Demand and the Defendants are about departing out of the Jurisdiction of this Court Let a Summons Returnable Immediately Issue with a Warrant

Charles Smith

Mayor's Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present

L.S.

Mr. Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert
and Edward Stracey — Aldermen

Mayor's Court

Between Gregory Magil of Madras Merchant Complainant and William Weekes and Nazuret Satur of Madras Inhabitants Defendants

It appearing by the Records of this Court that the Defendant Nazuret Satur 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 Nazuret Satur shall pay unto the Complainant the full and just Sum of Two hundred and thirty Six Pag.s (Pagodas 236 ...) the half of the Sum of Four Hundred and Seventy Two Pagodas together with such Interest as now is or shall hereafter become due thereon, untilfull Payment is made also all Costs of this Suit

Ad Cur

Filed 18th April 1768
Read 19

To the Honble the Mayor's Court at Madraspatnam

Honble Court Your Orator Augur John of Rangoon in the Kingdom of Pegue by his Attorney Gregory Magil of Madras Merchant that William Weekes and Nazuret Satur of Madras Inhabitants stands indebted unto Your Orator in the full and just Sum of Seven hundred and Eighty Seven Pagodas Current money of Madras making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of three hundred and fourteen Pounds Sixteen Shillings and upwards (Arising upon a Respondentia Obligation bearing date the First day of February in the present Year one thousand Seven hundred and Sixty Eight under the Hands and Seals of the said William Weekes and Nazuret Satur whereby the said William Weekes and Nazuret Satur promised to pay unto Your Orator the aforesaid Sum of Seven hundred and Eighty Seven Pag^s at or before the Expiration of Twenty One days after the safe arrival of the Ship St Jacob whereof was Commander the said William Weekes aforenamed at Madras from the Kingdom of Pegue or in Case of a loss such a Salvage as by Custom became due Reference to such said Respondentia Obligation ready to be Produced to this Honble Court will morefully and at large appear And Whereas the said Ship the St Jacob did on the Fifth day of March last past arrive at this Port of Madras in Safety And Whereas Your Orator did on the Twenty Sixth day of the same Month of March being Twenty One days after her Arrival at Madras apply to the said William Weekes and Nazuret Satur in an Amicable Manner for Payment

But now so it is and may it please this Honble Court the said William Weekes and Nazuret Satur obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the premises Your Orator Prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said William

Setforth 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 Seven hundred and Eighty Seven Pagodas 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 William Weekes and Nazuret Satur 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 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

18th April 1768

This Bill was shewn to me between the days of Adjournment the Complainant having by his Attorney Sworn to the Validity of his Demand and that the Defendants are about departing out of the Jurisdiction of this Court Let a Summons issue with a Warrant of Arrest

Charles Smith
Mayor

Mayor's Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present

L.S.

Mr Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert
and Edward Stracey — Aldermen

Mayor's Court

Between

Hon'ble Court Your Orator Augur John of Rangoon in the Kingdom of Pegue by his Attorney Gregory Magil of Madras Merchant that William Weekes and Nazuret Satur of Madras Inhabitants stands indebted unto Your Orator in the full and just Sum of Seven hundred and Eighty Seven Pagodas Current money of Madras making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of three hundred and fourteen Pounds Sixteen Shillings and upwards (Arising upon a Respondentia Obligation bearing date the First day of February in the present Year one thousand Seven hundred and Sixty Eight under the Hands and Seals of the said William Weekes and Nazuret Satur whereby the said William Weekes and Nazuret Satur promised to pay unto Your Orator the aforesaid Sum of Seven hundred and Eighty Seven Pagos at or before the Expiration of Twenty One days after the safe arrival of the Ship St Jacob whereof was Commander the said William Weekes aforenamed at Madras from the Kingdom of Pegue or in Case of a loss such a Salvage as by Custom became due Reference to such said Respondentia Obligation ready to be Produced to this Hon'ble Court will morefully and at large appear And Whereas the said Ship the St Jacob did on the Fifth day of March last past arrive at this Port of Madras in Safety And Whereas Your Orator did on the Twenty Sixth day of the same Month of March being Twenty One days after her Arrival at Madras apply to the said William Weekes and Nazuret Satur in an Amicable Manner for Payment

But now so it is and may it please this Hon'ble Court the said William Weekes and Nazuret Satur obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the premises Your Orator Prays a General Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said William

Setforth 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 Seven hundred and Eighty Seven Pagodas with all such Interest as now is or shall hereafter Grow due thereon also all Costs of this Suit

May it please this Hon'ble Court to Cause the said William Weekes and Nazuret Satur 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 Hon'ble Court at a certain time and place to be by this Hon'ble 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

18th April 1768

This Bill was shewn to Me between the days of Adjournment the Complainant having by his Attorney Sworn to the Validity of his Demand and that the Defendants are about departing out of the Jurisdiction of this Court Let a Summons issue with a Warrant of Arrest

Charles Smith
Mayor

Mayors Court at Madraspatnam

Tuesday the 21st day of June Anno Domini 1768

Present

L.S.

Mr Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert
and Edward Stracey — Aldermen

Mayors Court

Between

Attorney Gregory . Magil of Madras
Merchant Complainant and William
Weekes and . Nazuret Satur of Madras
Inhabitants Defendants

Appearing by the Records of this Court that the Defendant
. Nazuret Satur hath been served with the Usual Rules to Answer the Comp=
=lainants Bill but wilfully and obstinately refusing so to do This
Court doth therefore think fit to Order and Decree and doth Accordingly by
Order and Decree that the Defendant Nazuret Satur shall pay unto the
Complainant the full and just Sum of Three hundred and Ninety three Pags
and twenty One fanams 9 Pagodas 393.21 m/ the half of the Sum of seven
Hundred and Eighty Seven 9 Pagodas together with such 9 Interest as now
is or shall hereafter become due thereon until full payment is made also all
Costs of this Suit

Exhibd 18=
Recd 19=

9th April 1768

To the Honble the . Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable
Court Your Orator Byjoba Aflendell of Madras . Merchant that William
Weekes of 9 Fort Saint George Mariner and . Nazuret Satur of Madras . Merchant
Stand jointly indebted unto Your Orator in the full and just Sum of Nine
hundred and forty five Pagodas making in Sterling . Money of Great Britain
after the rate of Eight Shillings for every Pago 9 the Sum of three hundred
and Seventy Eight Pounds and upwards Arising upon a 9 Respondentia
Obligation bearing date the Twenty Seventh day of 9 January for the present
Year One thousand Seven hundred and Sixty Eight under the Hands and
Seals of the said William Weekes and Nazuret Satur Whereby the said William
Weekes and Nazuret Satur promised to pay unto Your Orator the aforesaid
Sum of Nine Hundred and forty five 9 Pagodas at or before the Expirat-

was Commander William Weekes aforenamed at Madras from the Kingdom
of Pegu for in case of a Loss such a Salvage as by Custom became due for=
=ce the said Respondentia Obligations ready to be produced to this
Honble Court will more fully and at large appear And Whereas the said
Ship St Jacob did on the Fifth day of March last past arrive at this port of Madras
in safety And Whereas Your Orator did on the Twenty Sixth day of the
said Month being twenty One Days after the said Arrival at Madras apply
to the said William Weekes and Nazuret Satur in an amicable Manner for Payment

But now so it is and may it please this Honorable
Court the said William Weekes and Nazuret Satur obstinately & wilfully
refuse to give Your Orator any Manner of Satisfaction touching the Premises
Your Orator prays a General Relief such as to this Honble Court shall appear
agreable to Equity and good Conscience To the End therefore that the
said William Weekes and Nazuret Satur may upon their Corporal Oaths &
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 9 interrogated and the Parties
to pay unto Your Orator the aforesaid Sum of Nine hundred and forty five
9 Pagodas or else all such 9 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
William Weekes and Nazuret Satur to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and the Distance
thereof personally to be and appear before this Honble Court at a certain time
and place to be by this Honble Court prefixed and appointed then and there
to stand to and abide by such Order and Decree therein as to this Honble
Court shall seem Meet

Chas Bromley
Attorney for the Complainant

This Bill was sworn to me between the
days of Adjournment the Complainant having

Defendants be advised departing out of the Jurisdiction of this Court Let a Summons Returnable Immediately issue with a Warrant of Arrest Charles Smith Mayor

Mayors Court at Madraspatnam

Tuesday the 21st Day of June Anno Domini 1768

Present

Mr Peter Marriette Senior Alderman

Thomas Powney — Arthur Cuthbert

and Edward Stracey — Aldermen

Mayors Court

Between Pojahon Abdul Madras Merchant Complainant and William Weekes and Nazuret Sabur of Madras Merchants Defendants

Happearing by the Records of this Court that the Defendt Nazuret Sabur 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 Nazuret Sabur shall pay unto the Complainant the full and just Sum of four Hundred and Seventy two Pagodas and Twenty One fanams Pagodas 472 21 wch the half of the Sum of Nine hundred and Forty five Pags together with such Interest as now is or shall hereafter become due thereon, until full payment is made, also all Costs of this Suit

And

Filed the 18th April 1768
Read the 19th

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Jannes Pocus of Madras Merchant that William Weekes and Nazuret Sabur of Madras Inhabitants stands Justly and truely indebted unto Your Orator in the full and just Sum of One thousand four hundred and Seventy four Pags Ds Current Money of Madras (making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda) the Sum of Six Hundred and thirty Pounds (Arising upon a Respondentia Obligation bearing date the first day of February in this present Year one thousand Seven hundred and Sixty Eight under the Hands and Seals of the said William Weekes and Nazuret Sabur whereby the said William Weekes and Nazuret Sabur promised to pay unto Your Orator the aforesaid Sum of One thousand four hundred and Seventy four Pagodas at or before the Expiration of Twenty One Days after the safe arrival of the Ship Saint Jacob whereof was Commander William Weekes aforesaid at Madras from this Kingdom of Pegue or in Case of a Loss such a Salvage as by Custom became due & payable to such said Respondentia Obligation Ready to be produced to this Honble Court if need more fully and at Large appear And Whereas the said Ship Saint Jacob did on the Fifth day of March last past arrive at this port of Madras in Safety And Whereas Your Orator did on the twenty sixth day of the same Month of March being Twenty One days after her Arrival at Madras supply the said William Weekes and Nazuret Sabur in an Amicable and friendly manner of Payment

But now so it is and may it please this Honble

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 William Weekes and Nazuret Satur may upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that they may be decreed to pay unto Your Orator the aforesaid Sum of One thousand Five hundred and Seventy five Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said William Weekes and Nazuret Satur 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 Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas. Bromley
Attorney for the Complainant

18th April 1768

This Bill was shewn to Me between the Days of Adjournment and the Complainant having Sworn to the Validity of his demand and that the Defendants are about departing out of the Jurisdiction of this Court Let a Summons Returnable Immediately issue & a Warrant of Arrest

Charles Smith
Mayor

Mayor's Court at Madraspatnam

Tuesday the 21st Day of June Anno Domini 1768

Present

L.S.

Mr. Peter Mariette Senior Alderman
Thomas Powney — Arthur Cuthbert

Between Joannes Pocus of Madras Inhabitants Complainant and William Weekes and Nazuret Satur of the same place Inhabitants Defendants

It appearing by the Records of this Court that the Defendant Nazuret Satur hath been Served with the Usual Rules to Answer the Complainant's Bill but willfully 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 Nazuret Satur shall pay unto the Complainant the full and just Sum of Seven hundred and Eighty Seven Pagodas and twenty One fanams (Pagodas 787 " 21 " ") the half of the Sum of One thousand five hundred and Seventy five Pagodas together with such Interest as now is or shall hereafter become due thereon untill fully payment is made also all Costs of this Suit

Pr Cur

To the Honble the Mayor's Court at Madraspatnam

Read and filed 15th December 1767

Humbly Complaining Sheweth unto this Honble Court Your Orator Christopher Macklin of Fort Saint George Merchant Administrator to the Estate and Effects of Ralph Taylor late of the same place Victualler deceased that William Harrison of the same place Victualler Stands indebted unto Your Orator in the Sum of Two thousand three hundred and forty Pagodas and upwards as the Ballance of an Account Current hereto Annext for the inspection of this Honble

Amounts to Nine hundred and thirty Six Pounds and upwards And Whereas Your Orator hath frequently and in an amicable Manner requested Payment of the said William Harrison

But now so it is and may it please this Honble Court the said William Harrison Obstinately and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premis Your Orator prays a General Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the End therefore that the said William Harrison may upon his Corporal Oath true and perfect Answer make to all and Singular the matters and things herein before Setforth and alledged as fully truly and effectually to all intents and purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto Your Orator the aforesaid Sum of Two thousand three hundred and forty Pagodas with all such Interest as now is or shall hereafter Grow due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said William Harrison 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 prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas. Bromley
Attorney for the Complainant

William Harrison in Account Current With Christopher Macklin
Administrator to the Estate of Ralph Taylor Deceased

To the Amount of the Purchase by You made of Mr. Ralph Taylor's Punch house in his Life time	4520 m m	By Mortgage Principal and Interest by You (in the Life time of the Deceased) paid the Overseers of the Poor of the Parish of St. Marys Madras	2180 m m
		By Ballance Due	2340 m m
Pagodas	4520 m m	Pagodas	4520 m m

Fort St. George 15th December 1767

Errors Excepted

Chris.r Macklin

Jur in Cur:
19th January 1768

The Answer of William Harrison of Fort Saint George Victualler Defendant to the Bill of Complaint of Christopher Macklin of the same place Merchant Administrator to the Estate and Effects of Ralph Taylor late of the same place Victualler Deceased Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiences and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as He this Defendant is Advised doth Materially Concern him to make Answer unto He Answereth and Saith that he absolutely denies to stand Indebted to the Complainant in the Sum of Two thousand three hundred and forty Pagodas as is charged and Stated in the said Bill of Complaint and the Account Current thereunto annexed But Admits that He is Indebted to the Estate of the said Ralph Taylor or to the Complainant as Administrator in the Sum of Two thousand and forty Eight Pagodas and thirty two fanams On the Ballance of the Account depending between the said Estate or the Complainant as Administrator and this Defendant As will more fully and at large appear by an Account Particularly and an Account Current hereunto annexed for the inspection of this Honble Court And which this Defendant prays may be Admitted as part of this his Answer And this Defendant further Saith that on the Twenty fourth Day of July which was in the Year of our Lord One thousand Seven hundred and Sixty Seven this Defendant

Taylor for the Sum of Four thousand Five hundred and Twenty Pags Arcot Coynage by the Bill of Sale granted to this Defendant by the said Ralph Taylor in his Life time bearing date the Twenty third Day of August in the said Year One thousand Seven hundred and Sixty Seven which Defendant is Ready and ready to be produced to this Honble Court when required The Conditions of which Sale were that the said House should be Delivered to the Purchaser free from any Incumbrance whatsoever that it was at the time of the Sale Admitted by the Seller that there were two Mortgages granted upon the said House the first whereof to the Overseers of the Poor of the Parish of St Mary's Madras for two thousand Pagodas with the Interest thereof due upon the said Mortgage And the Second of the said Mortgages Granted in England for three hundred Pounds Sterling with Interest which Condition this Defendant Purchased the said House at Full On which Condition and it Was Covenanted to have the said House Discharged as aforesaid And it Was Covenanted by the Seller to Deliver the same free from all Incumbrances according to the said Conditions And this Defendant further Saith that He did in Consequence of the said Purchase and at the request of the said Ralph Taylor and in Consideration of his promising to grant this Defendant the said Bill of Sale which He afterwards did Discharge the Principal and Interest of the said Mortgage to the Overseers of the Poor of the Parish of St Mary's Madras aforesaid as will appear by the Account Current hereunto annexed and to the said Bill annexed but there has been no Demand made of the Amount of the said Mortgage in England but the said House and premises are certainly liable to Answer the Amount thereof Provided it appears to be a Legal One And whether it is against the Conditions of the said Sale Entitles this Defendant as Purchaser to Demand a sufficient Security from the Seller or the Complainant as his Administrator as aforesaid for the Amount thereof as being Specified in the said Conditions Conclusive of it being Delivered free from all Incumbrances And this Defendant further saith that by the Account Current

Two thousand Forty Eight Pags & thirty two cents Which Sum or the Ballance that was due to the Estate of the said Deceased this Defendant was ready and willing & offered to pay to any Person that was Lawfully Authorized to receive the same And particularly offered to pay either the said Amount or part of it to the said Complainant as Administrator to the Estate and Effects of the said Ralph Taylor Deceased upon the Condition herein mentioned or to take the said Complainant to Indemnification for any Demand that might thereafter be made upon the said Premises this was done previous to the filing of the said Bill of Complaint as can be proved Which Consequently Excludes the Complainant from any right either to Interest or Costs of this Suit And this Defendant further saith that He is still Ready and willing to pay the Ballance of this Account Current hereunto annexed to the Complainant as Administrator to the Estate of the said Ralph Taylor as aforesaid Upon his being properly and sufficiently Indemnified against any Claim that may be made on him this Defendant or on the said Premises on Account of the said Mortgage in England

All Which Matters and things this Defendant is Ready and willing to Aver Justify 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 Harrison

John Sykes
Attorney for the Defendant

The Estate of Mr Ralph Taylor Deceased

			£	s	d
1767 September	12	To Dinner and Liquor		28	
		To 2 Games at Billiards		2	
		To 1 Bowl Sangree		15	
		To Dinner and Liquor		30	
	13	To Breakfast		2	
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	13	To Breakfast		2	
		To Dinner and Liquor		30	
		To Supper		2	
	14	To Breakfast		2	
		To Dinner and Liquor		30	
		To Supper	

Conditions, which Conditions should have immediately been Sold and the Instruments that were the foundation for such Condition produced then at that time or soon after, which might Easily have been done by timely Notice that there were such Incumbrance whereas apart of these Pretended Creditors were soon after Removed by Payment of an Absolute Mortgage to the Minister and Overseers of the Poor of the Parish of St Mary's Madras who Reconveyed upon Payment the Title Deeds of the said Ralph Taylor's House to the Defendt and the Pretended Mortgage said to be in England (now the Pretended Barr to the Repliants Demand made upon the Defendant) proved and Satisfactory indemnifications given by the said Ralph Taylor to the Defendt Whereas on the Contrary the said Replyant saith, that he verily believes the Whole of what is Asserted Respecting the Pretended Mortgage in England is no more than Mere fiction and only thrown out as an Embarrassment to the said Repliants Demand for the Repliant saith that notwithstanding what the Defendant Asserts in his Answer, Respecting this Pretended Mortgage to have been made Known at the time the House was to be sold, Yet he the Defendant did Directly, or very soon after, enter into the Possession of the Premises said by paying off the Mortgage to the Church aforementioned likewise possest himself of the Original title Deeds of the said Premises, and obtained a Bill of Sale of the Premises from the Deceased Ralph Taylor aforementioned in his Lifetime without Settling with the said Ralph Taylor in any manner for the Remainder of the Purchase money, by such manner of Proceeding the Replyant Saith, the Defendant has divested himself of all manner of benefit by any indemnification from the said Repliant because the said Repliant saith that whatever promise might have been made or Conditions told to the Defendant it was the Business of the Defendant to have looked into the same before he intered into the Possession of the Premises [illegible] Bill of Sale thereof and whatever Incumbrance [illegible]

himself as he is in Possession of the Premises as no Deed between the Defendant and the said Ralph Taylor can be produced to the Contrary, the Replyant further saith that with Submission to this Hon'ble Court he is of Opinion no other real Mortgage than the Mortgage to the Church aforementioned can exist or be subsisting as the Original Title Deeds were in Possession of the said Church & afterwards in Possession of the Defendant as the purchaser and therefore whatever Mortgages there may be Else made of the Premises cannot in the least Effect the Purchaser of the Premises, who has an absolute Right to the Equity of Redemption in Preference to any other or further Mortgages as he holds his Right by being the Propriator of the Title Deeds such Mortgagees being left to take their remedy against the said Ralph Taylor Person and the Effects he may die Possessed of the Repliant further saith that is die not appear by the Defendants Answer what sort of a Mortgage that is said to be in England is neither is it set forth who is the Mortgagee which Ommission this Replyant Presumes is Sufficient Proof that no such Mortgage or any other Incumberance is at Present existing, and therefore the barely saying of his House in England for three hundred Pounds cannot be a Barr to the Repliants Demand the said Replyant further Saith that it Appears entirly evasive this plea of the Defendant, as neither time or Person can be set forth, when and to whom this Mortgage was granted, al tho the said Ralph Taylor lived some Considerable time after the Purchase made of his house by the Defendant who certainly would have Known the Name of the Mortgagee had such Person ever been the Repliant further saith that for the Reasons before Given in this Replyant he does not think himself bound to indemnifye the Defendant and therefore the Sum prayed for by the Replyant in his Bill of Complaint is justly due with the Interest and Costs All which Matters and things the said Replyant is ready and willing to verify maintain and prove in such Manner and form as this Hon'ble Court shall direct and Humbly prays as is and by his said Bill he hath already Prayed

Read and filed
8th March 1768

The Rejoinder of William Harrison of Fort Saint George Victualler Defendant to the Replication of Christopher Macklin of the same place Merchant Administrator to the Estate and Effects of Ralph Taylor late of the same place Victualler Deceased Complainant

The Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiencies and Imperfections 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 into in such manner and form as the same are therein Alledged and setforth and that the said Replication is very Untrue and Evasive and this Defendant further saith that He absolutely denies to stand Indebted to the Replyant in the Sum of Two thousand three hundred and forty Pagodas as is Charged and Stated in the Replyants Bill of Complaint and the Account Current thereunto annexed and setforth in the said Replication but Admits that He is Indebted to the Estate of the said Ralph Taylor or to the Complainant as Administrator as aforesaid in the Sum of Two thousand and forty Eight Pagodas and thirty two fanams On the Ballance of All Accounts depending between the said Estate or the Complainant as Administrator and this Defendant as will morefully and at large appear by this Defendants said Answer and the Account particular and an Account Current thereunto Annexed to which this Defendant Most humbly refers and hopes the same will be an entire Refutation of what the Replyant has Alledged in his said Bill of Complaint and Replication and clearly Demonstrate to this Honble Court that

of the Replyants Alledging that He cannot Admit of this Defendants being Indebted to the Replyant as Administrator as aforesaid in the Sum of Two thousand and forty Eight Pagodas and thirty two fanams only When this Defendt hath in his said Answer so plainly and Clearly Setforth how the said Ballance Arises and Stated the same in the said Account Current thereunto Annexed to no One Article or Charge thereof has the Replyant Objected being Conscious of the Justness of every Charge therein but only pretends the same ought not to be Allowed to stand in Competition with his said Demand as it would be to the Prejudice of other Creditors with Submission to this Honorable Court how Contrary to Reason Justice and Equity is that Assertion when it plainly appears that this Defendant is not Indebted to the said Estate or the Replyant as Administrator in the Sum which He Demands but in the Sum which this Defendant Admits and which He was and is ready to pay on the Conditions in his said Answer Setforth therefore the same Cannot prejudice any Creditor of what Nature soever because it is fair Just and Equitable This Defendant Admits that if there were no other Accounts depending between the Replyant as Administrator as Aforesaid and this Defendant but the Bond and Book Debt Charged in the Account Current Annexed to this Defendants said Answer He this Defendant would be Obliged by Law to come in for the Amount of his Bond with the Bond Creditors and for his Book debt with Creditors of the like Nature But as there are other Accounts depending between them, that is as this Defendant is Indebted to the said Estate or the Replyant as Administrator to property is entirely Altered and this Defendts said Demand of quite a Different Nature and ought to be brought into Acct in Competition with the Demand which the said Replyant as Administrator has upon this Defendant in the Manner this Defendant has done the said Account Current so that this Defendant is only Answerable for the

said Ralph Taylor, Sold and by this Defendant Purchased at the time and on the Terms and Conditions in his this Defendants said Answer Set forth Therefore what the Replyant in his said Replication Alledges Regarding the Endeavours that were the foundation for such Conditions being produced and part of those Conditions being even after the said Sale remained by payment of the Mortgage of the said House to the Church does not by any means take off from the Validity of the said Conditions Nor the right that this Defendant has to be Indemnified and Secured for against the Mortgage Alledged at the time of the said Sale to have been granted of the said House in England which is part of the said Conditions and which is as necessary to be Complyed with as the Discharging the said other Mortgage which is the other part of the said Conditions the Replyant in his said Replication Saith that He verily believes the whole or what is Asserted Respecting the said Mortgage in England is no more than a Mere fiction and only thrown out as an Embarrassment to the said Replyant he Demands this Defendant in Answer thereto saith that if the same is a fiction it is so on the part of the Deceased and not on the part of this Defendant therefore if there is any Embarrassment the Defendant is not in the least Culpable but the said Deceased who represented him the Replyant in Consequently as much Obliged to make good the Conditions of the said Sale as to Demand the same out of the said Purchase which this Defendant is by no Means Obliged to pay till the said Conditions are fulfilled on the part of the Replyant as aforesaid Nor can this Defendant by any means Admit that He has by Entering upon the said Premises and at the request of the said Ralph Taylor discharging the said Mortgage to the Overseers of the Poor of the Parish of Saint Marys Madras Lost in the least diminished himself of the right that He has to an Indemnification from the said Replyant for that was only fulfilling the said Conditions on part and cannot Affect this Defendants right to have the Remaining part fulfilled Besides what the Replyant Mentions Regarding the said Matters plainly Shews that this Defendant was willing

Defendant by Using his Endeavours to Sell the said Matters properly and Amicably He should be Excluded from the Right that he Undoubtedly has to have the remaining part of the said Conditions fulfilled, And this Defendant further Saith that what the Replyant Alledges that no other real Mortgage than the said House than the said Mortgage to the Church can Exist or be Subsisting because the Original Deeds were in Possession of the said Church and afterwards of this Defendant and of the Purchasers having a right to the Equity of Redemption of the said Premises Yet is Contrary to the real Nature of Mortgages in which Point the Replyant by such Assertion Seems to know very Little of for it is well known that Houses or Lands can be and frequently are Mortgaged with out the Title Deeds and that such Mortgage will Take place after the Mortgage with the Title Deeds is Discharged and is of Course a real Mortgage and must be Discharged out of the Premises as Mortgaged Notwithstanding such Premises after the Making of the said Mortgage of the same in whose hands or Possession soever they may happen to be either by Purchase or otherwise they being such as properly Vested in the Mortgagor by Virtue of such Mortgage the Mortgagor can neither mesne Convey or Bequeath till such Mortgage is Discharged and the Premises Encumbered Consequently it is absurd to Alledge that such Mortgage must take his Remedy against the Person of the Mortgagor and the Effects He may be Possessed of and this Defendant further saith that he does not know any thing more of the particulars of the said last mentioned Mortgage than what was Declared at the time of the said Sale And which he has set forth in his said Answer but he Conceives that it matters not what sort of a Mortgage it is for the said Premises are of Course that the Replyant is bound to Indemnify this Defendant in the Manner before and in his said Answer set forth Notwithstanding what He has in his said Replication Alledged to the Contrary And this Defendant humbly hopes this Honble Court will be Pleased to Decree him so to

Rydgyant as Administrator to the Estate of the said Ralph Taylor as aforesaid

All Which matters and things this Defendant is ready and willing to verify maintain and prove in such Manner and form as this Honble Court shall direct & humbly prays as in & by his said Answer he hath already prayed

John Lykes
Attorney for the Defendant

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 now Depending & at Issue in this Honble the Mayors Court at Madraspatnam wherein Christopher Macklin Administrator to the Estate and Effects of Ralph Taylor deceased is Complainant and William Harrison the Defendant

To all the Witnesses
1st ..... Do You know the parties Complainant and Defendant in this Cause, If Yea, how long have You so known them or either and which of them
2d ..... Are You or are You not Acquainted with the Character and Writing of Ralph Taylor late of Fort St George Victualler Deceased If Yea See is not the name "Ralph Taylor" Set or Subscribed to the Bond Obligation Instrument or Paper Writing now produced and Shewn to You at this the time of Your Examination purporting to be a Bond or Obligation from the said Ralph Taylor to the Defendant in this Cause, if this the said Ralph Taylors hand Writing As You know or believe. 3rd Yea or Nay You not Acquainted with the Character or hand Writing of James Story and Valentine Taylor or either of them, If Yea See is not the Names "James Story and Valt Taylor" which appear to be Set or Subscribed to the said Bond or Obligation as Witnesses to the Execution thereof of the respective hands Writing of them the said James Story and Valentine Taylor as You know or believe. 4th the whole of these Matters according to the best of Your knowledge

To Mr Thos Chambers
To Mr James Hathaway

5th ..... Did You or did You not at any time in or about the Month of July which was in the Year of our Lord One thousand Seven hundred and Sixty Seven put up and Sell a House at Publick Outcry known by the Name of Ralph Taylors Punch House, If Yea, on whose Account and by whose Order And as whose property did You so put up and Sell the same And for how much Money and who Purchased it. Was or was not the said House Sold on any particular Conditions or Was or was not any particular Conditions or Circumstances mentioned Regarding any Mortgage or Mortgages of the said House at the time of the Sale of it, If Yea, what was the particulars of such Conditions of such Mortgage or Mortgages And for how much was the same at that time said to be Mortgaged and to whom or on what part of the same at that time and by whose Order power or Authority it was Did You the mentioned the same and by whose Order power or Authority did what ever particulars passed about the same at the time of the said Sale? the whole of these Matters according to the best of Your knowledge remembrance Information and belief together with the Reasons of such Your belief fully and particularly Declare

To Mr Thomas Chambers
6th ..... Was You or Was not present at the Sale of a House at Publick Outcry commonly known by the Name of Ralph Taylors Punch House at any time in or about the Month of July which was in the Year of our Lord One thousand Seven hundred and Sixty Seven If Yea, by whom was the same Sold And as whose property And who Purchased it and for how much Money? Was or was not the said House Sold on any particular Conditions Or was not any particular Conditions or Circumstances mentioned about any Mortgage or Mortgages of the said House at the time of the Sale of it, If Yea, Set forth the particulars of the said Conditions and of the said Mortgage or Mortgages and for how much the said House was Alledged to be Mortgaged and unto whom and to whom Did or did not the Defendant at any time or times after the Sale of the said House Offer to pay the Amount of the Purchase of the said

what was the particulars of such Offer or Offers And when and how often and to whom And on what Conditions did the Defendant so make the same? the whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters fully and particularly Declare

To Vengadashellom 5th ... Was or was not the Sundry Articles mentioned in the Account particulars now Produced and shewn to You at this the time of Your Examination Sold or Delivered to Ralph Taylor Deceased and the Cash therein mentioned to be Lent to him really and bonafide Sold or Delivered and Lent to the said Ralph Taylor by the Defendant or by You or any other Person or Persons on the Defendant's Account, And did or did not the Defendant provide the said Ralph Taylor with Victuals or Diet during the time in the said Account particulars mentioned, If Yea, Is or is not the Charges made for the said Articles in the said Account particulars the Customary Charges for such Articles? the whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or became Acquainted with these matters fully and particularly Declare

To Mr Philip Ruffer 6th ... Do You or do You not know of the Defendant in this Cause having at any time or times Offered to pay the Amount of the House purchased by him at Publick Outcry known by the Name of Ralph Taylor's Punch House or what He might be Indebted to the Estate of Ralph Taylor deceased on the Ballance of Account, If Yea when where and to whom did He make such Offer and what passed on that Occasion? Was or was not the said Offer made on any Conditions or in Consideration of any Persons giving him any Indemnification about any Mortgage or any other Matter If Yea what was the particulars of such Conditions or on what Consideration did He make

of such Your belief & how You know or became Acquainted with these Matters fully and particularly Declare

To all the Witnesses 7th ... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendant, If Yea, Declare the same as You know have been Informed or do believe together with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

John Sykes
Attorney for the Defendant

The Estate of Ralph Taylor Deceased — Dr

1767 September	12th	To Dinner and Liquor	"	2 "
		To 2 Games at Billiards	"	15 "
		To 1 Bowl Sangaree	"	30 "
	14th	To Dinner and Liquor	"	36 "
		To Supper and Do	"	30 "
		To 1 Bottle of Madeira Wine	11	" "
		To Cash lent at Different times	1	" "
	22	To a Caddy of Tea	"	2 "
	28	To 1 Glass Geneva	"	3 "
		To 1 Sneaker of Punch	"	8 "
	29	To Cash paid the Cooleys	"	2 "
		To 1 Glass of Cordial	"	4 "
		To 4 Glasses of Arrack	"	5 "
	30	To 5 Do Do	"	2 "
		To 1 Glass of Geneva	"	4 "
October	1st	To 2 Do Do	"	4 "
	2d	To 4 Glasses of Arrack	"	6 "
	3d	To 6 Do Do	"	7 "
	4	To 7 Do Do	"	7 "
	5	To 7 Do Do	"	6 "
	6	To 6 Do Do	"	7 "
	7	To 7 Do Do	"	30 "
		To 1 Bottle Madeira Wine	"	4 "
	8	To 4 Glasses of Arrack	"	5 "

	To 1 Bottle Madeira Wine — Brought Over Pagodas		
	11 To 6 Glasses Arrack	"	30 "
	12 To 5 do do	"	6 "
	13 To 6 do do	"	5 "
	14 To 6 do do	"	6 "
	15 To 5 do do	"	6 "
	To 1 Bottle of Madeira Wine	"	5 "
	16 To 6 Glasses of Arrack	"	30 "
	17 To 6 do do	"	6 "
1767 October	18 To 5 Glasses of Arrack	"	6 "
	19 To 4 do do	"	5 "
	20 To do do	"	4 "
	To Diet from the 28th September to the 22d October @ 2 Rupees	"	4 "
	℔ Day	14	12 "
	Pagodas	34	34 "

Errors Excepted

This Account, or Bill of particulars was shewn to Vengadashellom at the time of his Examination before me in a Cause depending in the Mayors Court at Madraspatnam wherein Christopher Macklin of Fort Saint George is the Complainant and William Harrison of the same place is the Defendant this 17th day of March 1768

Henry Crawford
Examiner

Know all Men by these Presents that I Ralph Taylor Victualler of Fort Saint George am held and firmly bound unto William Harrison Victualler of the same Place in the penal Sum of Five Hundred Pagodas Current Money of Madras to the payment whereof well and truely to be made to the said William Harrison his Heirs Executors Administrators or Assigns, I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this 3d day of April in the Year One thousand Seven Hundred and Sixty Seven

Whereas the above bound Ralph Taylor hath Borrowed and Received of the

the Date hereof Now the Condition of this Obligation is such that if the above bound Ralph Taylor his Heirs Executors Administrators or Assigns, shall well and truly pay or Cause to be paid unto the said William Harrison his Heirs Executors Administrators or Assigns the full and just Sum of two Hundred and fifty Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect, otherwise to Continue in full force and Virtue

Signed Sealed and Delivered where no Stampt paper is to be had in the Presence of James Store

Ralph Taylor (L.S.)

Valt. Taylor

This Bond was shewn to Thomas Chambers and James Hathaway at the time of their Examination before me in a Cause depending in the Mayors Court at Madraspatnam wherein Christopher Macklin of Fort St George in the Complainant and William Harrison of the same place is the Defendant this 17th Day of May Anno Domini 1768

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Christopher Macklin Administrator to the Estate and Effects of Ralph Taylor Deceased Complainant, and William Harrison Defendant

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

Thomas Chambers of Fort Saint George Aged 30 Years or thereabouts being produced as a Witness in this Cause by the part of the Defendant was on the 7th day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Conacapah who left a Note of the Name

1st ..... To the first Interrogatory this Deponent saith he hath known both the Complainant and Defendant 16 Months or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he is acquainted with the hand writing of Ralph Taylor, and the Name subscribed to the Bond now shewn to him he believes is his own Signature that he is not at all acquainted with the Signature of James Storey and not enough so of Valentine Taylor to declare whether it is or is not his hand writing further this Deponent saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith he was present at the Sale of the House at the time mentioned — that it was sold by James Hathaway as the property of Ralph Taylor, and purchased by this Deponent in the name of and for the Defendant William Harrison for 4520 Pagodas — that the said House was sold on the Condition of a Mortgage being upon it to the Church or a Bond for 2000 Pagodas and no other Mortgage in England but to whom or in what Manner it was not mentioned at the time of Sale that the Defendant some time after he had purchased the same did offer to pay the Ballance due by him to the Estate of the said Ralph Taylor in Account to Mr Christopher Machlin who was the Administrator in the presence of this Deponent, desiring he would produce his Account with the said Estate, and the Ballance should be immediately tendered, as the money for which he paid interest was lying useless by him, and this Deponent saith it was declared at the time the House was put up for Sale that it should be Delivered to the Purchaser free from any incumbrance & the Defendant having taken the Mortgage to the Church upon himself Immediately after the purchase, Requested afterwards of Mr Machlin the Administrator to allow him an indemnification for the other Mortgage in England that the said Administrator offered him such same as he & the Defendant thought was very insufficient and therefore declined accepting it further this Deponent saith not to this, nor to the last Interrogatory

Mayors Court at
Madraspatanam

Between Christopher Machlin
Administrator to the Estate and Effects of
Ralph Taylor Deceased, Complainant and
William Harrison Defendant

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

James Hathaway of Fort Saint George 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 March 1768 sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Consent who left a Note of the name Title and place of abode of the said Deponent and afterwards on the same day being Saturday and Examined deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith he hath known both the Complainant and Defendant 17 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he is acquainted with the hand Writing of Ralph Taylor that the name subscribed to the Bond now shewn to him, he declares to be the signature of the said Ralph Taylor that this Deponent does not know the handwriting of James Storey, but is acquainted with that of Valentine Taylor, and the name subscribed as a Witness to the said bond he believes to be his signature more this Deponent saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he did at the time mentioned put up and sell above at Publick Outcry known generally by the name of Ralph Taylors Punch House that it was by the words of the said Ralph Taylor under his hand and Seal of which this Deponent hath now in his Possession sold the said House and as his property to

Church and 120 £ Sterling in England, but to whom this Deponent
hath never been able to learn that the said Mortgage were mentioned by
him to the Coyar, who declared it a Land at the time he quitted the said House
and this Deponent saith not more to this nor to the last Interrogatory

Henry Crawford
Examiner

James Hathaway

Mayors Court at
Madraspatnam

Between Christopher Macklin Admi-
nistrator to the Estate and Effects of Ralph
Taylor Deceased Complainant and William
Harrison Defendant

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

Philip Reeffer of Fort Saint George Inhabitant, Aged 23 Years or
thereabouts being produced as a Witness in this Cause on the part of the Defendt
was on the 12th day of May 1768 sworn at the Office of Mr Charles Bramley
Attorney for the Complainant by Canacopah 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 hath known the Complainant
and Defendant 3 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent saith that in the Month of Decr
last to the best of his recollection he heard the Defendant in this Cause
offer to pay the Complainant the ballance of what was due by him on Acct
of the House to the Estate of Ralph Taylor deceased, if the said Complainant
give him a proper indemnification that no demand might hereafter come upon
him on Account of a Mortgage of about 250 £ upon the said House in Eng-

returned and told him he was not satisfyed with the terms of it, requesting he
might have such as he & every body else should approve of but the Complainant
refused to give him any other than what he had produced and said if the Defendant
would not discharge the ballance due by him to the Estate, he should have Power
to Law to recover it, or words to the same purport and this Deponent further
deposeth not to this, nor to the last Interrogatory

P. Reeffer

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between Christopher Macklin Admi-
nistrator to the Estate and Effects of Ralph
Taylor Deceased Complainant and William
Harrison Defendant

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

Vingadashellom of Madras Conicoply Aged 25 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant was on the 9th day
of April 1768 sworn at the Office of Mr Charles Bramley Attorney for the
Complainant by Canacopah 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.

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

6th ..... To the Sixth Interrogatory this Deponent saith the account now shewn to
him, is an exact one of what was supplied Ralph Taylor during the time
mentioned in the said Account that the Articles of Victuals were chiefly supplied
by this Deponent, but the Cash was sent by his Master the Defendant, in this
Presidency, and brought to account immediately by him that the Charges made
in the said Account, this Deponent saith are no more than what is generally
[illegible] the Servants & [illegible] he deposeth not to this nor to

the last Interrogatory
Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Tuesday the 28th Day of June Anno Domini 1768

Present
Charles Smith Esquire Mayor
John Debonaire — Thomas Powney
and Francis Jourdan — Aldermen

Mayor's Court

Between Christopher Macklin of Fort Saint George Merchant Administrator to the Estate and Effects of Ralph Taylor late of the same place Deceased Complainant and William Harrison of the same place Victualler Defendant

This Cause coming on to be heard and debated this Day in the Presence of the Attornies on both Sides on reading the Complainants Bill with an Account Current annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Defendant, with an Account Particulars and Interest Bond annexed, on hearing the Pleadings made use of by the Attornies, and on due Consideration had thereon This Court doth thin fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two thousand hundred and Forty Pagodas (Pagodas 2340 m m) together with such Interest as now is or shall hereafter become due thereon from the Date of the Bill of Sale of the House sold to the Defendant untill full payment is

for the sum of One Hundred and twenty Pounds (£120) that being the Sum declared by the person who made the Sale by Order of Ralph Taylor, to be the amount of the Mortgage in England — with regard to the several Articles Charged by the Defendant in his Account Current annexed to his Answer the Court are of Opinion that they Cannot be allowed to pass in the said Account but that the Defendant must come in with the other Creditors to the Estate this Court doth moreover further Order and Decree that the Costs of Suit on the part of the Complainant, shall be paid out of the Estate of the Deceased Ralph Taylor and that the Defendant shall pay his own Costs

Pour

Filed the 23 October 1767
Read the 27 Do.

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

Humbly Complaining Sheweth unto this Honorable Court Your Orator William Kent late of Fort Saint George Inhabitant by his Attorney John Sykes one of the Attornies of this Hon'ble Court That Whereas by means of an Assignment made over to Your Orator by Edward Jane of Madras Inhabitant Malla Coinday of Madras Conicoply stands Indebted unto Your Orator in the full and just Sum of One hundred and Seventy Pagodas and Eleven fanams Current money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Sixty Eight Pounds and Two Shillings or thereabouts As will more fully and at Large appear by an Account Current and a Copy of the said Assignment hereunto annexed for the inspection of this Honorable Court And which Your Orator prays may be Admitted as part of this Your Orator's 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

fanam.

Bulnow sit may it please this Honorable Court the said Malla Coinday Obstinately and wilfully refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Malla Coinday may upon his Corporal Oath full true Direct 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 particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Seventy Pagodas and Costs fanams with all such Interest as may is or shall hereafter becom due thereon also all Costs of this Suit

Hanjisplea this Honorable Court to cause the said Malla Coind 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 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

John Sykes
Attorney for the Complainant

23 October 1767
Shewn to Mr between the Days
of Adjournment Let a Summons Issue
Returnable the Next Court Day
Anth: Sadleir
Mayor

Ex

Malla Coindan in Account Current with Mr. William Hunt

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fanam.

Bulnow. Wilt may it please this Honorable Court the said Malla Coinday Obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Malla Coinday may upon his Corporal Oath full true Direct 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 particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Seventy Pagodas and Annum fanams 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 Malla Coind 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 prescribed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

23 October 1767
Shewn to Mr between the Days
of Adjournment Let a Summons Issue
Returnable the Next Court Day
Anth: Sadleir
Mayor

Ex

Malla Coindan in Account Current with Mr. William Hunt

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Know all Men By these Presents that I Edward Jane of Madras Inhabitant for and in Consideration of the Sum of four hundred and forty Nine Pagodas thirty One fanams and five Cash now justly due and Owing by Me to William Kent also of Madras Inhabitant being the Ballance of a Bond or Obligation bearing Date the Eighteenth day of April in the Year of our Lord One thousand Seven hundred and Sixty Five made by Me to the said William Kent in the Penalty of One thousand Pagodas Conditioned for the payment of five hundred Pagodas with Interest for the same at the Rate of Eight ℘ Cent ℘ Annum in Six Months from the Date thereof And the Costs of a Suit Commenced by the said William Kent against me on Account of my Neglecting to discharge the Money due upon the said Bond according to the time Limited for the Payment thereof as will more fully and at large appear by an Account Current hereunto annexed And for better Securing the payment of the same to the said William Kent Have Bargained Sold Assigned Transferred and Set over and by these presents Do Bargain Sell Assigns Transfer and Set over unto the said William Kent All that House and Ground Containing in Length from North to South Sixty feet and in Breath from East to West Thirty three feet Situated at Peddanaick's Petta in Kerrumboo Chitty Street between the House of Putchiapah and Ireasapa which was sold to Me by Lutchoomaca and by Bill of Sale bearing date the twenty ninth Day of November One thousand Seven hundred and Sixty three Conveyed to Me my Heirs and Assigns for ever And also a Mortgage Bond or Obligation bearing Date the fourth Day of January in the Year of our Lord One thousand Seven hundred and Sixty four given to Me by Numshana of a House and Ground Situated in Pedda Naicks Petta in Empsons Street between the House of Moodee Veerago Chitty and the Corner Measuring in

Forty feet in the Penalty of One hundred and forty Pagodas Current Money of Madrass with Condition for the payment of Seventy one Pagodas with such Interest as might become due thereon within Six Months from the Date thereof And also all that Sum of One Hundred and Ninety Seven Pagodas by Mally Coinday my late Conicoply due to Me for so much Money by him Received for Me and on my Account from Sundries And also all that Sum of Forty Seven Pagodas Justly due and owing to me from Teagapah my late Servant for money by him also Received from Sundries on my Account and for my Use And also all that Sum of Fifty four Pagodas due to Me from Vellyvoil Comrapah on the Ballance of Accounts for Calves And also All those my House hold Goods and Furniture following that is to Say, Two Escrutores one Writing Desk, Two Close stool Chairs, Two Arm Chairs, Six Chairs Four Tables, Two Cotts, Three Chests, Three Trunks, Two Couches, One Liquor Case and all my Cook Room Furniture Together with all the Monies now due or which shall or may become due on the said Mortgage Bond or the said Several Debts or Sums of Money And all my Right Title Interest Claim and Demand of in or to the said Premises so Conveyed to Me my Heirs and Assigns for ever as aforesaid and every part thereof and also of in or to the said Mortgage Bond and the said Several Debts or Sums of Money and the said House hold Furniture and the Monies due or which may become due thereon respectively To hold to the said William Kent his Heirs Executors Administrators and Assigns from hence forth to his and their own proper Use and behoof for ever under the Proviso and Condition herein after mentioned & I do hereby give and grant unto the said William Kent his Executors Administrators and Assigns full Power and Authority in my name and in the Name of my Executors and Administrators but to the only proper Use and behoof of the said William Kent his Executors and Administrators to Ask Demand Sue for Recover and Receive the Monies due or to become due on the said Bond

the same or any part thereof to Deliver up and Cancel the said Bond and also to Sell and Dispose of the said Goods or Household Furniture & the Money Arising by the Sale thereof to Receive and Inquire Acquittance neither to give sufficient Discharges for all the said for all the said several and respective Sums of Money And one or more Attorney or Attornies under him to Constitute and at pleasure to Revoke and whatsoever the said William Kent or his Attorney or Attornies shall Lawfully doe or Cause to be done in or about the Premises I do hereby allow Ratify and Confirm And I do hereby Covenant promise and Agree to and with the said William Kent that the said Several and Respective Sums of Money herein before mentioned to be due and Owing on the said Bond and on the other Accounts aboumentioned are justly due and Owing to Me from the several and Respective Persons before mentioned And that I have not Received nor will Receive the same or any part thereof or Release or Discharge the same Provided always that if I the said Edward Jane my Heirs Executors or Administrators shall well and truly pay or Cause to be paid unto the said William Kent his Heirs Executors Administrators or Assigns the said Sum of Four hundred and forty Nine Pagodas thirty one Fanams and five Cash so due to him as aforesaid together with all the Interest to become due thereon within Six Months from the date hereof then this present Mortgage and Assignment to be Void otherwise to Remain in full force In Witness whereof I have hereunto Set my hand and Seal this fifteenth Day of Septr In the Year of our Lord One thousand Seven hundred and Sixty Six.

Signed Sealed and Delivered
in presence of Us
Jno Sykes
Geraldo Gonsalves
Ninapah

E. Jane (L.S)

Dr. Mr Edward Jane in Account Current With. Mr William Kent.....Cr

1765 April 18	To Cash lent at 8 p Cent		500		1765 Dec 30	By Cash Received for Oval &c		1	40
	obligation of this date				1766 Jan 30	By Interest on Do for 8 and 12 @ 8 p Cent		11	20
	To Interest on Do from					By Cash Received for Oval &c		13	2
	the 18th April 1765 to		56	11	1766 Feb 25	By Interest on Do for 7 and 13 @ 8 p Cent		23	20
	the 12 September 1766					By Cash Received for Oval &c		5	10
	being 1 4 and 25 @ 8 p					By Interest on Do for 6 and 13 @ 8 p Cent		8	10
	Cent p Annum					By Cash Received		50	
						By Interest on Do for 6 12 @ 8 p Cent		2	5 20
	To Court Charges		11	15	Mar 30	By Received for Oval &c		4	30
						By Interest on Do for 5 12 @ 8 p Cent		5	20
					May 10	By Cash Received from Mr Adams on Account of Mr Stonehouse Do		31	21
						By Interest on Ditto for 11 and 3 @ 8 p Cent		21	5
						By Silver Target		5	
						By Interest on Do for 1 and 2 @ 8 p Cent		5	5
								120	20 15
						By Ballance Due		449	21 5
							Pagodas	570	1 20

Errors Excepted 15th Sept 1765 E. Jane

Read and Filed 27th October 1767

The Answer of Mallay Cassidy of Madras Conceipty Defendant to the Bill of Complaint of William Kent by his Attorney John Sykes Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all Manner of benefit, and Advantage of Exception to the Many Errors, Uncertainties, imperfections and Insufficiency 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

Pagos & eleven fanams, nor in any Sum or Sums of money whatsoever, But on the Contrary, the Assigner is justly and truly indebted to this Defendant, the Sum of Six Pagodas forty one fanams and twenty Eight Cash, as will morefully and at large appear by the Accounts Marked A B and C hereunto annexed for the inspection of this Honorable Court and to which he humbly refers, praying they may be admitted as part of this his Answer. This Defendant further prays leave, to Acquaint this Honble Court, He was employed by the Assigner, to Carry Bills of his Customers, and to receive the money for them, and was to be paid monthly two Pagodas, and that the Assigner did, for the first two Months take an Account of what this Defendant had received, and paid at the end of the said Months, or the begining of the next, at farthest as also of what bills were unpaid and from that time, the Assigner, although this Defendant did frequently at the end of every month, importune him to Examine the Monthly Account he always put him off by artfully pretending he was not at leisure. This defend^t further set forth that the Assigner hath omitted to Credit him, for Several Bills which he Could not get paid which were returned to the Assigner. This Defendant with Submission presumes the Assigners should have Credited him for those Bill, as he hath so carefully Debted him forthem, and he hopes the Assigners Account, as he hath short Credited him Considerably Every month, Excepting the Month of September, where he hath Over Credited this Defendant five Pagodas, five fanams, and Sixty Cash, will appear to be fictitious, and devised only to amuse the Complainant.

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.

Willm Cranwell

Disbursements on Account of the Assigner, Edward Jane, Commencing the 3^d of June 1765 and Ending the 27th of November 1765 inclusive A,

June	3^d	To Cash to Andiapah	2 " "
		To Chourry Mootoo	2 " "
		To Coolen	1 " "
	4th	To Niniapah	3 " "
	5	To Runganah	2 " "
	6	To Niniapah	1 " "
	7	To Coolen	1 " "
		To the Assigner	" 21 "
	8	To Andiapah	1 " "
		To Chorry Mootoo	1 " "
		To Chinniah	1 " "
		To Vencatachellum	3 " "
	9th	To Peria Canagam	2 " "
	10	To Vencatachellum	3 " "
		To Chorry Mootoo	1 " "
	11	To the Jailer	" 23 "
	12	To an Hospital Bill	2 32 "
		To Malliapah	6 " "
		To Shoury the Cheesemonger	6 " "
		To Niniapah	12 " "
	12	To Rungamah	4 " "
	13	To Peria Canagan	1 " "
	12	To Wet Nurse	" 31 40
	14	To Coolen	1 " "
	15	To Comaram	5 " "
	17	To the Assigner's Housekeeper, and Rungamah	2 22 "
	18	To Andapah	1 " "
	19	To Muttanen	2 " "
		To Andiapah	2 " "
		To Coolen	2 " "
		To Mangoes and Limes	" 2 "
		To Coolen	1 " "
		To the Assigner	2 " "
		To Mr Wil[illegible] Bill	4 18

Pago Eleven Fanams, nor in any Sum or Sums of money whatsoever, But on the Contrary the Assignee is justly and truly indebted to this Defendant, the Sum of Six Pago Das forty one Fanams and twenty Eight Cash, as will more fully and at large appear by the Accounts Marked A B and C hereunto annexed for the inspection of this Honorable Court and to which he humbly Refers praying they may be admitted as part of this his Answer. This Defendant further prays leave to acquaint this Honble Court, He was employed by the Assignee to Carry Bills of his Customers, and to receive the money for them, and was to be paid monthly two Pago Das, and that the Assignee did, for the first two Months take an Account of what this Defendant had received, and paid at the End of the said Months, & the begining of the next, at farthest as also of what bills were unpaid and from that time, the Assignee, although this Defendant did frequently at the end of every month, importune him to examine the Monthly Account he always put him off by artfully pretending he was not at leisure. This defendt further sets forth that the Assignee hath omitted to Credit him, for Several Bills which he could not get paid which were returned to the Assignee. This Defendant with Submission presumes the Assignee should have Credited him for those Bills, as he hath so carefully Debited him for them, and he hopes the Assignees Account, as he hath ever Credited him Considerably Every month, Excepting the Month of September, in which he hath Over Credited this Defendant five Pago das, five fanams, and Sixty Cash, will appear to be fictitious, and devised only to amuse the Complainant

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

Willm Cranewell

Disbursements on Account of the Assignee, Edward Jane, Commencing the 3d of June 1765 and Ending the 25th of November 1765 inclusive A, —

June	3d	To Cash to Andiapah	2	— —
		To Chowry Mootoo	2	— —
	4th	To Coelen	1	— —
	4	To Niniapah	3	— —
	5	To Rungaiah	2	— —
	6	To Niniapah	1	— —
	7	To Coelen	1	— —
		To the Assignee	21	— —
	8	To Andiapah	1	— —
		To Chowry Mootoo	1	— —
		To Chinniah	1	— —
		To Cuncadachellum	3	— —
	9th	To Pria Canagam	2	— —
	10	To Cuncadachellum	3	— —
		To Chowry Mootoo	1	— —
	11	To the Jailer		22 —
	12	To an Hospital Bill	2	32 —
		To Malliapah	6	— —
		To Sheury the Chussumangar	6	— —
		To Niniapah	12	— —
	13	To Rungamah	4	— —
	13	To Pria Canagan	1	— —
	14	To Wet Nurse		21 40
	14	To Coelen	1	— —
	15	To Camacam	5	— —
	17	To the Assignees Housekeeper, and Rungamah	2	32 —
	18	To Andiapah	1	— —
	19	To Muttamee	2	— —
		To Andiapah	2	— —
		To Coelen	2	— —
		To Mangoes and Limes		2 —
		To Coelen	1	— —
		To the Assignee	2	— —
		To Wet Nurse Bill	4	8 —

Brought Over Pagodas

		To 1 Piece of Handkerchief	1 25	
	23	To Coolen	5	
		To 1 Outcry Bill	1 18	
June	24	To Andiapah	2	
		To Comaran	5	
		To Chorry Mootoo	1 21	
		To Isseral Cawn	5	
	27	To Paddy for the Fowls	1	
		To Cloths for the Housekeeper	1 5	
	29	To Chinna Canagan	1	
		To Andiapah	1	
		To Niniapah	2	
		To Peon	1	
		Servants Wages		
	30	To Maricollendan	2	
		To Cook	1	
		To Butcher	1 21	
		To Cootey	30	
		To Cooley hire for 18 Calves	28 40	
		To Custom to the Dubash	1 22	
			118 36	118 36

July 1765

	1	To Andiapah	1	
		To 4 Bottles of Cyder	36	
		To Limes	2	
	2	To Niniapah	1	
	3	To Comaran	10	
	4	To Coolen	2	
		To Chinna Canagan	2	
	5	To 1 Outcry Bill	2 21	
		To the Ironer	9	
		To Palanquim Boys	2 6	
		To Fowls	10	
	6	To Cinniah	3	
		To Andiapah	3	
		To Malliapah	6	

Brought Over Pagodas

		To Coolen	2	
		To Ninapah	5	
		To Chinnah Canagan	1	
		To Comaren	21	
July	7	To Coolen	1	
		To Peria Canagan	2	
		To Vally	6	
		To Tripooly, Butcher, to purchase Calves	3 18	
		To Chickens	12	
		To Shoemaker	9	
		To Chinam	24 40	
	8	To Ninapah	4 21	
		To Rungamah	1	
		To Shoury the Cheesemonger	2	
		To Chinniah	1 21	
		To Chinna Canagan	1	
		To the Washerman	21	
		To Sugar	13	
	10	To Comaran	21	
	11	To Niniapah	21	
		To Peria Canagan	1	
		To Comran	21	
	12	To Chinna Canagan	3 21	
	13	To Comaran	1	
	14	To Chorry Mootu	4	
	16	To Peria Canagan	1	
		To Wax Candles	24	
		To the Generals Butlers Bill	3 10 40	
		To Chinan	21	
		To Sugar Candy	1	
		To Coconut hemp	1	
		To Andiapah	1	
		To Coolen	21	
		To the Assigners house keeper	24	
		To the Bricklayers	5	
	19	To Do	6	
		To the Assigner	21	

Brought Over

	To Coolen	" 6 "		
	20 To Peria Canagan	" 21 "		
	To the Assigner	5 " "		
	To Sugar	" 13 "		
	21 To the Assigner's house keeper	" 24 "		
July	To the Ditto	3 36 "		
	23 To Ditto	7 29 "		
	25 To Ditto	9 " "		
	26 To Comaran	1 " "		
	29 To the Assigners	8 21 "		
	31 To Ditto	8 " "		
	Servants Wages			
	To Mally Coindy	2 " "		
	To the Butcher	1 21 "		
	To the Cook	1 " "		
	To Cootty	" 30 "		
	To Cooley hire for 20 Calves	" 31 40		
	To Dubash Custom	1 26 "	154 7 40	154 7 40

August 1765

	1 To the Assigner	5 " "		
	2 To Peria Andiapah for Milk	" 21 "		
	To the Jailer	1 20 "		
	3 To the Assigner	6 " "		
	4 To Ditto	3 " "		
	5 To Comaram	1 10 "		
	6 To the Assigner	5 " "		
	7 To Ditto	5 21 "		
	To Chinna Canagan	1 " "		
	9 To Palanquin Boys	1 " "		
	10 To the Assigner	5 " "		
	To Tiagapah	2 30 "		
	14 To the Assigner	9 " "		
	15 To Mootu	4 " "		
	16 To the Assigner	6 " "		
	To Mootu	4 " "		
	19 To the Assigners	10 21 "		

Brought Over

	20 To Chinna Canagan	1 " "		
	20 To the Assigner	7 " "		
	21 To Ditto	5 " "		
	To 2 Hogs	4 21 "		
	23 To Was Candles	" 24 "		
	23 To Fire Wood	3 " "		
	25 To Allijah	5 " "		
	26 To 2 Hogs	6 " "		
	To Mootoo	1 " "		
	To Niniapah Dubash	6 " "		
	28 To Palanquin Boys	2 " "		
	To Chinnandiapah	3 " "		
	30 To 1 Hog	4 " "		
	31 To the Assigner	3 21 "		
	To Mootoo	1 " "		
	Servants Wages			
	To Mally Coindy	2 " "		
	To the Butcher	1 " "		
	To Cootty	" 30 "		
	To Cooley hire for Calves and to Dubash's Custom	1 26 "	128 35 "	128 35 "

September 1765

	2 To the Jailer	2 6 "		
	To the Assigner	8 " "		
	To Comaran for Milk	" 12 "		
	4 To Palanquin Boys	" 25 "		
	5 To the Assigners	4 " "		
	To Limes	" 5 "		
	To Tower	" 3 "		
	To fire Wood	" 2 20		
	9 To the Assigner	5 " "		
	10 To Ditto	9 " "		
	To Mootu	2 " "		
	11 To the Cook to purchase an Hog	3 19 "		
	13 To the Assigner	4 " "		
	To 1 Hog	4 " "		
	15 To 8 Cups of Butter	" 24 "		
	To the Assigner	4 " "		

Brought Over

	To Comaran	4 22 m				
	To Wax Candles	" 24 m				
20	To the Assigner	3 21 m				
21	To Ditto	2 m m				
24	To Ditto	3 24 m				
25	To Ditto	7 18 m				
27	To Ditto	5 27 m				
September 27	To 1 Hog	4 m m				
30	To the Assigner	6 3 m				
	Servants Wages					
	To the Butcher	1 m m				
	To Mallay Coindy	2 m m				
	To Coottey	" 30 m				
	To Cooley hire for Calves and Dubashes Custom	1 18 m	90 36 20	90	36	20
	October 1765					
1st	To the Assigner	2 21 m				
3d	To Ditto	2 m m				
4	To the Jailer	1 18 m				
4	To the Assigner	5 21 m				
6	To Ditto	4 m m				
7	To Ditto	6 20 m				
8	To Ditto	2 m m				
9	To Mootu	2 m m				
11	To the Cook	" 5 m				
	To Comaran	" 10 m				
12	To 2 Hogs	4 m m				
14	To the Assigner	3 21 m				
15	To Vally	9 12 m				
17	To Mootu	1 21 m				
19	To Chinnandiapah	1 m m				
	To Coolen	" 32 m				
20	To Mootu	" 20 m				
22	To the Assigner	2 39 m				
23	To Ditto	" 29 m				
24	To the Cheesemonger Shoury	2 m m				
25	To the Assigner	2 m m				
	To Wax Candles	" 24 m				
26	To the Assigner	1 2 m				
27	To Coolen	1 m m				
28	To Comaran	8 m m				
	To Fowls	" 11 m				
30	To the Assigner	6 m m				
	Servants Wages					
	To [illegible]	2 m m				

Brought Over

	To Coottey	" 30 m				
	To Cooley hire for Calves and Dubashes Custom	1 9 m	76 9 m	76	9	m
	November 1765					
3d	To 4 Pigs	2 10 m				
4	To Mr Caulley	" 6 m				
	To Mootoo	1 m m				
7	To Peon	" 21 40				
8	To the Cheesemonger Shoury	4 m m				
November 9	To Caulley	" 24 m				
	To Niniapah	3 m m				
	To Comaran	1 m m				
	To the Assigner	" 21 m				
10	To Niniapah	1 m m				
12	To Sugar	" 14 m				
13	To the Baker	" 31 m				
	To Coolen	1 m m				
	To the Cook	" 5 m				
	To Tiagapah as ℔ Bill	" 5 m				
14	To the Cheesemonger Shoury	1 m m				
16	To Comaran	1 m m				
17	To Alliess	3 m m				
	To Coolen	1 m m				
18	To the Assigner	1 5 m				
19	To Niniapah	2 m m				
	To Chinna Canagan	1 7 m				
23d	To Alliess	1 m m				
26	To the Assigner	1 m m				
	To the Cook	" 1 m				
27	To Cooley hire for Calves and Dubashes Custom	" 23 m	29 5 40	29	5	40
				598	3	20
	Bills Delivered to the Assigner					
July 25th	Lieutenant Robert Montgomery's	Bills 1	2 32 m			
30	Monsieur Langlois's	4	5 9 m			
Augt 3d	Mr Debenair's	3	2 32 m			
	Mrs Hatons	1	1 33 m			
	Mrs Masons	1	1 9 m			
	Mr Hathaway's	1	1 6 m			
	Mr Millars	1	" 30 m			
	Mr Bucknells	1	" 30 m			
	Mrs Griffins	1	" 24 m			
	Mrs Parleys	1	1 m m			
	Mr Geners	1	" 26 m			
	Mr Macklin's	1	" 26 m			
	Colonel Calls	1	1 30 m			
	Mr Pasleys	1	" 26 m	21 19 m	21	19 m
			Pagodas	619	22	20

Madrass 14th December 1767

Dr. Mr. Edward Jane, Assigner in Account Current With Mallay Coindy — B — Cr.

Cash for Your house Expences &c. from the 3d of June 1765, to the 30th of June 1765 inclusive as pr Account Particularized Marked A	118 36				1765	By Cash and Bills Received from the Assigner from the 1st of 1765, to the 24th of November 1765 Amounting to	614 14 40			
Disbursements this Month as pr Ditto	154 7 40					By Ballance	6 41 28	621	13	68
Ditto Ditto	128 35									
Ditto from the 2d of September 1765 to the 30th of Ditto 1765 inclusive as pr do	90 36 20									
Ditto from the 1st October 1765 to the 30th of October inclusive as pr do	76 9									
Ditto from the 3d of November 1765 to the 27th of Novr inclusive as pr do	29 5 40	598	3	20						
To Sundry Bills Do		21	19							
To My Wages for 27th days, in the Month of Novr 1765		1	33	48						
Pagodas		621	13	68		Pagodas		621	13	68

Madrass the 14th December 1767

Errors Excepted

[illegible]

In Account of what the Assigner hath omitted to Credit the Defendant for, and where he hath Over Credited him / Marked / C

	Pags E C	Short Credited the Defendant	Over Credited by the Assigner			
In June 1765, Disbursed by the Defendant	118 36					
The Assigner only Credits in this Month	71 31	47 5				
In July 1765, Disbursed by the Defendant	154 7 40					
The Assigner Credits in this Month only	84 23	69 26 40				
In August 1765 Disbursed by the Defendant	128 25					
The Assigner Credits only 67 Pags 13 fanams and 37 Pagodas and 36 fanams	105 7	23 28				
In September 1765 the Defendant hath disbursed only	90 36 20					
The Assigner Credits him 10, 31, 40, 49, 25, 40 and 27 Pagodas 27 fanams	96		5 5 60			
In October 1765 Disbursed by the Defendant	76 9					
The Assigner Credits only 51, 30 and 9 Pagodas 11 fanams and 40 Cash	60 41 40	15 9 40				
In November 1765 Disbursed by the Defendant	29 5 40					
The Assigner only Credits	25 27	3 20 40				
		159 5 40				
Bills Returned by the Defendant, and which the Assigner hath not Creditted him for		21 19				
Wages due to the defendt in November 1765 from the 1st to the 27th inclusive @ 2 Pagodas pr Month		1 33 48				
		182 16 8				
To be Deducted as being Over Credited		5 5 60		177	10	28
Pagodas				177	10	28

Madrass the 14th December 1767

Errors Excepted

[illegible]

Mr. Edward Jane, Assignee in Account Current With Mallay Coindy ——— B ———

To Cash for Your house Expences &c.a from the 3 of June 1765 to the 30th of June 1765 inclusive as p Account Particulars Signed Marked A	118 36			1765	By Cash and Bills Received from the Assignee from the 1st of 1765, to the 2th of November 1765 Amounting to	641 16 40	
To Disbursements this Month as p Ditto	154 7 40						
To Ditto Ditto	128 35				By Ballance	641 28	621 13 68
To Ditto from the 2 of September 1765 to the 30th of Ditto 1765 inclusive as p Do	90 36 20						
To Ditto from the 1st October 1765 to the 30th of October inclusive as p Do	76 9						
To Ditto from the 3 of November 1765 to the 27th of Ditto inclusive as p Do	29 5 40						
		598	3	20			
To Sundry Bills ... Do		21	14				
To My Wages for 27 Days, in the Month of Nov 1765		1	33	48			
Pagodas		621	13	68	Pagodas	621	13 68

Madras the 14th December 1767

Errors Excepted

In Account of what the Assignee hath omitted to Credit the Defendant for, and where he hath Over Credited him / Marked / C

	Pags	Fs	Cs	Short Credited the Defendant	Over Credited the Assignee
June 1765 Disbursed by the Defendant	118	36			
The Assignee only Credits in this Month	71	31		47	5
July 1765 Disbursed by the Defendant	154	7	40		
The Assignee Credits in this Month only	84	23		69	26 40
August 1765 Disbursed by the Defendant	128	25			
The Assignee Credits only 66 13 Sarkr and 34 Pags das and 26 Fanams	105	7		23	28
September 1765 the Defendant hath disbursed only	90	36	20		
The Assignee Credits him 10. 31. 40. 49. 25. 40 and 27 Pags das 27 Fanams	96				5 56
October 1765 Disbursed by the Defendant	76	9			
The Assignee Credits only ... 51. 30 ... and 9 Pags das 11 Fanams and 40 Cash	60	41	40	15	9 40
November 1765 Disbursed by the Defendant	29	5	40		
The Assignee only Credits	25	27		3	20 40
				159	5 40
Bills Disbursed by the Defendant, and which the Assignee hath not Credited him for				21	17
Bills Disbursed in November 1765 from the 5th to the 27th inclusive 2 Pags das p Month				1	33 48
				182	16 8
To be Deducted as being Over Credited				5	5 60
Pagodas				177	10 28

Madras the 14th December 1767

Errors Excepted

377

Read and filed
26th January 1768

The Replication of William Kent late of Fort St George Inhabitant by his Attorney John Sykes One of the Attornies of this Honorable Court Complainant to the Answer of Malla Coinday of Madras Conicoply Defendant

This Replyant now and at all times hereafter Saving and Reserving to himself all and all manner of benefit and advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that he will Aver Justify Maintain and Prove his Bill of Complaint and all and Singular the Matters and things therein contained to be good Certain true and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby Setforth and alledged and that the Answer of the said Defendant is very Untrue Evasive and Insufficient for this Replyant to make any further or other Reply thereunto And this Replyant further Saith as in and by his said Bill of Complaint He hath already Said and doth and will Aver and Maintain all and every thing and things therein Contained to be true and certain in such manner and form as they and every of them are therein Alledged as Setforth

All Which matters and things this Replyant is ready and Willing to Verify maintain and prove as this Honorable Court shall direct and most humbly Prays as in and by his said Bill of Complaint He hath already Prayed.

John Sykes
Attorney for the Replyant

Read and filed
Feby 8th 1768

The Rejoinder of Mallay Coindy of Madras Conicoply Defendant, to the Replication

This Defendant now and at all times hereafter Saving and Reserving to himself, all manner of benefit and advantage of Exception to the incertainty, and insufficiency of the said Replication, saith, that the Defendts said Answer, is certain true, and sufficient in the Law to be Replied unto, And he also saith, as in and by his said Answer he has already said, and does and will aver, and maintain all and every thing, and things therein, to be True, and Certain, in such Manner and form as they, and every of them, are therein alledged and Expressed.

Willm Cranwell
Attorney for the Defendant

Mayors Court at Madraspatnam

Tuesday the 5th Day of July Anno Domini 1768

Present

L.S. Charles Smith Esqr Mayor
Peter Mariette and Arthur Cuthbert
Aldermen

Mayors Court

Between William Kent late of Fort Saint George Inhabitant by his Attorney John Sykes One of the Attornies of this Honorable Court Complainant and Mallay Coindy of Madras Conicoply Defendant

This Cause coming on to be heard and debated this Day in the presence of the Attornies on both Sides, on Reading the Complainants Bill, with an Account Current and Copy of an Assignment annexed, the Defendants Answer, with three Accounts annexed The Replication

Read and filed
26th January 1768

The Replication of William Hunt late of Fort St George Inhabitant by his Attorney John Sykes One of the Attornies of this Honorable Court Complainant to the Answer of Malla Caindy of Madras Conicoply Defendant

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that he will Aver Justify Maintain and Prove his Bill of Complaint and all and Singular the Matters and things therein contained to be good Certain true and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby Set forth and alledged and that the Answer of the said Defendant is very Untrue Evasive and Insufficient for this Replyant to make any further or other Reply thereunto And this Replyant further Saith as in and by his said Bill of Complaint He hath already Said and doth and will Aver and Maintain all and every thing and things therein Contained to be true and certain in such manner and form as they and every of them are therein Alledged as Set forth

All Which Matters and things this Replyant is ready and Willing to Verify maintain and prove as this Honorable Court shall direct and most humbly Prays as in and by his said Bill of Complaint He hath already Prayed

John Sykes
Attorney for the Replyant

Read and filed
Feby 1768

The Rejoinder of Malla Caindy of Madras Conicoply Defendant to the Replication

This Defendant now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication, saith that the Defendt said Answer is certain true and sufficient in the Law to be Replied unto, And he also saith as in and by his said Answer he has already said, and does and will Aver and maintain all and every thing and things therein to be true and Certain in such Manner and form as they and every of them are therein alledged and Expressed

Willm Cranwell
Attorney for the Defendant

Mayors Court at Madraspatnam

Tuesday the 5th Day of July Anno Domini 1768

List

Present

Charles Smith Esqr. Mayor

Peter Marriette and Arthur Cuthbert

Aldermen

Mayors Court

Between William Hunt late of Fort Saint George Inhabitant by his Attorney John Sykes One of the Attornies of this Honorable Court Complainant and Malla Caindy of Madras Conicoply Defendant

This Cause coming on to be heard and debated this Day in the presence of the Attornies on both Sides, on reading the Complainants Bill, with an Account Current and Copy of an Assignment annexed, the Defendants Answer, with three Accounts annexed, the Replication

Consideration had thereon. It appearing to the Court that the Defendant has given the Complainant Credit for the several Sums Charged in the Complainants Account Current, and not having produced any Proof in support of any of the Articles charged by him This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One hundred and Seventy Pagodas and Eleven fanams (Pagodas 170" 11-m) The Ballance of the Account Current annexed to the Complainants said Bill of Complaint together with such Interest as now is or shall hereafter become Due thereon untill full payment is made, also all Costs of this Suit

Ap Cur

Read and filed 1st September 1767

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Robert Smith of Madras Inhabitant That Poondy Auroomoogam Gramany of Poondy Inhabitant within the Jurisdiction of this Honorable Court stands Indebted unto Your Orator in the full and just Sum of Two hundred and Forty Pagodas Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Ninety Six Pounds Arising upon a Bond or Obligation bearing Date the Twenty Ninth Day of December in the Year of Our Lord One thousand Seven hundred and Sixty Six Which said Bond or Obligation is in Your Orators Custody and ready to this Hon'ble Court that He hath frequently and in an am[illegible] Requested Payment from the said Poondy Auroomoogam Gra[illegible]lyant said Sum of Two hundred and forty Pagodas [illegible]ndy of

But now so it is May it please this Replication

to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Poondy Auroomoogam Gramany may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and Particularly Interrogated And that He may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and forty 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 Poondy Auroomoogam Gramany to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Hon'ble Court at a certain time and place to be by this Hon'ble Court prefixed and appointed then and there to Stand to and abide by such Order and Decree therein as to this Hon'ble Court shall Seem Meet

John Sykes
Attorney for the Complainant

Read and filed 1st September 1767

The Answer of Poondy Auroomoogam Gramany of Poondy Inhabitant Defendant to the Bill of Complaint of Robert Smith of Madras 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 Untruths Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto to so much thereof as He this Defendant is Advised doth Materially

and Saith, that he is not Indebted unto the Complainant in any Sum or Sums of Money Whatever, but Admits to be Indebted to the Complainants Dubash Ramah in only the Sum of One hundred and twenty four Pagodas with Interest thereon, after the Rate of Eight ℘ Cent ℘ Annum to Commence from the twenty ninth Day of December One thousand Seven hundred and Sixty Six to the Day this Defendant should pay the same to the Complainants said Dubash, Neither can this Defendant Admit to have Voluntarily Executed the Bond mentioned in the said Complainants said Bill of Complaint, but was Obliged to do it on Account of not only the Multiplicity of Business he then had up into the Country which Required his Immediate Attendance, but also to Relieve one Moodu who was then put into the Hon'ble Court by the Complainant as Security for this Defendant on this Very Account nor can this Defendant Recollect in whose favour he had then Executed the Prementioned Bond, As the little or no time this Defendant had as aforesaid Prevented his perusing the same And this Defendant moreover saith that the said Sum of One hundred and twenty four Pagodas Swelling to the Amount of Pagodas Two hundred and forty Occa=sioned by no other Means then that the Complainants said Dubash Ramah having their in Included an Exhorbitant Premium of Twenty five ℘ Cent ℘ Annum, Altho the same was never Agreed upon between him and this Defendant And of which Unlawfull Usary this Defendant Most humbly Submits to the Impartial Judgement of this Honorable Court

All which Matters and things this Defendants is Ready and Willing to Verify Maintain and prove in such manner and form as this Honorable Court shall direct and most humbly Prays to be hence Dismissed with his Reasonable Costs a Charges in this behalf most wrong=fully Sustained.

James Hathaway
Attorney for the Defendant

Read and filed
24th November 1767

The Replication of Robert Smith of Madras Inhabitant Complainant to the Answer of Poondy Auroomoogam Gramany of Poondy Inhabitant Defendant

This Replyant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto saith that He will Aver Justify maintain and prove his said Bill of Complaint and all and Singular the Matters and things therein Contained to be good certain true and Sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby setforth and Alledged and that the Answer of the said Defendant is very untrue and Evasive And this Replyant further saith that the Defendant doth stand justly and truly indebted unto him in the Sum Sued for as will appear by his Bond on which this Replyant founds his Claim which was fairly duly and Voluntarily Executed in the presence of the two Subscribing Witnesses thereto whose Depositions Regarding the same this Replyant doubts not but will fully Convince this Honorable Court of the Justness of this Replyants Demand on the Defendant and of the glaring Absurd and Unjust Assertions of the Defendant in his said Answer in his Presuming to Swear that He is not Indebted to this Replyant in any Sum or Sums of Money whatsoever but that He is Indebted to this Replyants Dubash in the Sum of One hundred and twenty four Pagodas and Interest and Denying to have Voluntarily Executed the said Bond but was Obliged to do it on Account of his Multiplicity of Business and to Relieve One Moodu who this Replyant had put into Court as Security for the said Defendant [illegible] the Absurdity and Inconsistency of these Assertions

Defendant to this Replyant for the Sum Sued for / this Replyant Submits to the Judgment of this Honble Court And in Order further to Confute the said Defendant's Assertions and to Demonstrate to this Honorable Court that the said Bond is a far Just and Equity One and such as the Defendant out to have Discharged and still ought to Discharge and that the Assertions by him made Use of in his said Answer are made merely to perplex the Matters in Question by Introducing Circumstances which have no Connections therewith and to Evade as much as Possible the payment of this Replyants said Just dem=and, this Replyant Saith that the said Moodu being Indebted unto this Reply=ant in the Sum of three hundred and fifteen Pagodas on his Bond to this Replyant with Interest thereon and Neglecting to pay the same this Reply^t was Obliged to Exhibit a Bill of Complaint against Him in this Honble Court after which the said Moodu came to this Replyant and earnestly Requ=ested him to Accept One hundred Pagodas in part of the Principal and Interest of his said Bond which then Amounted to three hundred and Forty Pagodas at the same time Offering the Defendant as Security for the Remainder which this Replyant would at first by no means Accept of but his Impertunities were so great as Induced this Replyant to take Compassion on him and he did Accordingly Accept of the said Sum of One hundred Pagodas in part of the said Sum of three hundred and forty Pagodas and the Defendant's Bond for the Remaining Two hundred and forty Pagodas which the Defendant did as aforesaid Execute Volantarily whereby He to all Intents and purposes became liable to pay the Amount thereof as this Replyant doubts not but this Honble Court will be Pleased to Decree him to do with Interest and Such Costs of Suit as this Honorable Court may think He ought to pay on Account of his Unjust Illegal and Unwarrantable Assertions and Proceed=ings And with regard to what the said Defendant Alledges of a Premium of Twenty five ℘ Cent or an Unlawful Usuary being Included to make

Assertions in his said Answer must plainly appear to this Honble Court as this Replyant never had any Dealings or Connections with him before has Executing the said Bond to this Replyant on the Account and for the Reasons before mentioned

All Which Matters and things this Replyant is ready to Aver Maintain and Prove in such Manner and form as this Honble Court shall direct and humbly Prays as in and by his said Bill He hath already Prayed

John Sykes
Attorney for the Replyant

Read and filed
15th December 1767

The Rejoinder of Poondy Auroom=ogam Gramany of Poondy Inhabitant defend^t to the Replication of Robert Smith of Madras 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 Untruths and Uncertainties in the said Rep=lication Contained for Rejoinder thereunto saith, that he will Aver justify Maintain and prove his said Answer, And all and Singular the Matters and thing therein Contained to be good, Certain true and Sufficient in the Law to be Replied unto in such manner and form As the same Are therein and thereby Setforth and Alledged, And the Replication of the said Comp=lainant is very untrue and evasive And this Defendant Absolutely denies being Indebted to the Complainant in the Sum sued for, Nor in any other Sum or Sums of Money whatever, But Admits to be Indebted unto the Complainants Dubash Ramah in Only the Sum of One hundred and twenty four Pagodas with Interest thereon after the Rate of Eight ℘ Cent ℘ Annum, to Commence from the Twenty Ninth day of December One thousand Seven hundred and Sixty Six to the Day this Defendant should

denies, to have Voluntarily Executed the Bond Mentioned in the Complainants said Replication, but has been Obliged to do, And more-over under an Obligation to Comply with every Request of the Complainants said Dubash, for and on Account of the Reasons already Alledged in his said Answer, And which Are but just and true, Nor can the Defendant Admit to have made use of them, either to perplex the Matters in Question, or to evade his said pretended demand, but what this Defendant had therein Introduced Contains of no other Circumstance than such Relating to the true Merits of the Cause, And this Defendant farther Saith that he cannot believe the said Moodu stood Indebted to the Complainant any Sum of Money, but knew him to have borrowed of the said Complainants Dubash at four different times on Account of this Defendant the Sum of Pagodas Two hundred and Twenty four on his three Respective Cadjan Bonds in favor of the said Dubash Ramah which said Cadjan Bonds, this Defendant doubts not to produce to this Honble Court in due time, And some months after which, on Settling Accounts between them And a Premium of twenty five ℔ Cent ℔ Annum being Added to the said Sum of Pagodas Two hundred and twenty four swelled the same to Pagodas three hundred and fifteen for which amount the said Ramah had then Obtained a Bond of the said Moodu in favour of his Master the Complainant, who this Defendant Admits to have Exhibited a Bill of Complaint against him into this Honble Court But this Defendant was informed the said Moodu never importuned the Complainant to Withdraw his Bill, for the said Moodu would by no means Agree to pay the Compl-ainants said Dubash no more than what was Just due, And had therefore delivered in his Answer to the said Bill, when the Comp-lainants said Dubash Ramah being very sinciable that his Master would have Cast therein Made up Matters with the said Moodu, And this Defendant Moreover to Relieve him therefrom, paid him the Sum of One hundred Pagodas in Account, And he paid the same to the said Ramah, And got this Defendant to Execute the prementioned Bond

hundred and forty which Sum this Defendant Again doth absolutely deny to have received of the Complainant nor of his said Dubash, but was Obliged to Execute the said Bond for the Reasons and Motives before mentioned

All which Matters and things this Defendant is Ready and Willing to Verify Maintain and prove in such Manner and form, as this Honorable Court shall direct and most humbly prays as in And by his said Answer he hath already Prayed

James Hathaway
Attorney for the Defendant

Interrogatories to be Administred to such Witness as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now depending and at Issue in the Honorable the Mayor's Court at Madraspatnam wherein Robert Smith is Complainant and Poondy Aurcomoogam Gramany is Defendant

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

To Messrs James Sellers and Edward Jane } 2d ..... Did You or did You not See the Bond Obligation Instrument or Paper Writing now Produced as shewn to You at this the time of Your Examination purporting to be a Bond or Obligation from the Defendant to the Complainant in this Cause, Signed Sealed and Delivered, If Yea, by whose desire and at whose Request and on what Account in particular did the said Defendant so Execute the same? Was or Was not the said Bond or Obligation read over to the said Defendant, Or was or Was not

Executed the same, If Yea, By whom was the same so Ready avow or Confessed to him? Did or did not the said Defendant Execute the said Bond or Obligation Voluntarily and with his own free Will and Consent Or was not any force means or Methods made Use of by any person to Oblige or Compell him so to do? Did You or did You not Attest the said Bond, If Yea, Is or is not the Names Sam: "Sellers" and "C. Sam" which appear to be Set or Subscribed thereto as Witnesses to the Execution of the said Bond of Your respective hands Writings If Yea By whose desire did You so Set or Subscribe Your Names thereto as Witnesses? Was or Was not any other Person or Persons present when the said Defendant Executed the said Bond, If Yea Set forth the Name or Names of the Person or Persons that was or Were present on the Occasion, And the whole of these Matters according to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief fully and particularly Declare

3 ..... Do You or do You not know of any Accounts being at any time depending between the Complainant in this Cause and One Moodoo in the Complainant and the said Moodoo at any time Settle the said Accounts If Yea, when and where did they so Settle the same and in whose favour was the Ballance thereof Was or Was not the Ballance of such Accounts on the said Settlement in favour of the Complainant If Yea, How much did such Ballance Amount to? Did or did not the said Moodoo pay the said Ballance or any part thereof to the Complainant If Yea how much did He so pay And in what Manner in Particular were the said Accounts and Ballance settled? Did or did not the Defendant in this Cause Enter into or Execute a Bond or Obligation to the Complainant for any part of the said Ballance If Yea for how much and at whose Request did He so Execute the same? Did He or did He not Execute the same Voluntarily And with his own free Will? Is or is not this Bond Obligation Instrument or Paper Writing now produced and shewn to You at this the time of Your Examination the same which the Defendant so Executed as aforesaid, If Yea, Was or Was not the

Pollypharah
Andiappah Pillay
Mookallee
Bonwath
Venkatachellum
& Ananda Pullay

did He not appear to Understand the same? The whole of these Matters According to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters fully and particularly Declare

Bonwath Venkatachellum 4 ..... Did You or did You not at any time Demand Payment of any Sum of Money or the Amount of any Bond from the Defendant or Account of the Complainant, If Yea, what Sum did You so Demand and on what Account And when where and by whose Orders did You so Demand the same And what Answer did the Defendant make thereto or what was done in Consequence thereof? Did or did not the Defendant tell You that He would pay You or the Complainant any part of what You so Demanded of him or did He or did He not Offer or say any thing particular regarding the same If You set forth the same fully and particularly, And the whole of these Matters According to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief fully and particularly Declare

To all the Witnesses ---- 5 ..... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainant If Yea Declare the same as You know or have been informed or do believe together with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

Wm. Sykes
Attorney for the Complainant

Know all Men by these Presents that I Pandy Maroon Vagaroo Granmany of Pandy Inhabitant am held and firmly bound unto Robert Smith of Madras Inhabitant in the penal Sum of Four hundred and Eighty Pags due Current Money of Madras to the payment whereof well and truely to be made to the said Robert Smith his Heirs Executors

hereunto Set my Hand and Seal in Madras this Twenty Ninth day of December in the Year One thousand Seven hundred and Sixty Six

Whereas the above bound Poondy Auroomoogam Gramany hath borrowed and received of the above named Robert Smith the full and just Sum of Two hundred and forty Pagodas to run at interest at the rate of Eight Per Cent Per Annum

Now the Condition of this Obligation is such, that if the above bound Poondy Auroogam Gramany his Heirs Executors Administrators or Assigns, shall well and truly Pay or cause to be paid unto the above named Robert Smith his Executors Administrators or Assigns, the full and just Sum of Two hundred and forty Pagodas on or before the Twenty Ninth Day of June next ensuing together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effects otherwise to Continue in full force and Virtue.

Signed Sealed and Delivered 4 or 4 2/3 [illegible]
where no Stampt Paper is to be had in.
the Presence of James Sellers
E. Jane

This Bond was shewn to Messrs James Sellers and Edward Jane, and to Kollykarah Andeapah, Syalloo Mootialloo Chitty, Bondroath Vencatachellum and Ananda Pullay, at the time of their Examinations before Me in a Certain Cause depending and at Issue in the Honorable the Mayors Court, between Robert Smith of Fort Saint George Complainant and Poondy Auroomoogam Gramany Defendant Fort St George the 22d February 1768

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Robert Smith of Fort St George Cooper, Complainant and Poondy Auroomugam Gramany Defendant

Deposition of Witnesses taken in this Cause by and

James Sellers of Madras Inhabitant, Aged 56 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 5th day of February 1768 shewn at the Office of Mr James Hathaway Attorney for the Defendant, by Conocapah, 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 hath known the Complainant 12 Years, and has seen the Defendant but has no knowledge of him

2d To the Second Interrogatory this Deponent saith he did see the Bond now Produced and shewn to him, Signed Sealed and Delivered by the Defendant to the Complainant, but cannot declare on what Account in particular, as his going to the Complainants at that juncture was quite accedental that this deponent heard Mr Jane read the said Bond, to the Defendant, and afterwards asked him if he knew and understood the Contents, to which he replied in the affirmative that the Defendant likewise Declared on his being Asked by Mr Jane, that he Signed the said Writing or Bond freely and voluntarily, and no compulsion used to Oblige him thereto — That the name Subscribed as a Witness to the said Bond "James Sellers" this Deponent declares to be his own signature that the Persons Present at the executing of the said Bond were Mr Jane (the other Witness) and some of the Complainants Servants whom he cannot Particularly name, and further this Deponent saith not to this or to the last Interrogatory

James Sellers

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Robert Smith of Fort Saint George Cooper Complainant and Poondy Auroomugam Gramany Defendant

Deposition of Witnesses taken in this Cause by and

Edward Jane of Madras Inhabitant Aged 47 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 5th day of February 1768 sheworn at the Office of Mr James Hathaway Attorney for the Defendant by Canacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he hath Knowun the Complainant 6 Years or thereabouts, but hath no Knowledge of the Defendant

2d ..... To the Second Interrogatory this Deponent saith he did see the Bond, which is now sheown to him, signed Sealed and Delivered by the Defendant to the Complainant — that he heard the said Bond was given on Account of a Man Named Moodw, who owed the Complainant the Amount of it, being 240 Pags that this Deponent cannot be certain if the said Bond was read over to the Defendant, but that he remembers to have asked him one or two Questions whether he knew the Contents to which he replied he did, That the Defendant Executed the said Bond of his free Will and Consent, and no compulsion was Used by any one to force him to sign it — That he did Attest the said Writing after it was Executed and that the name Subscribed thereto Edward Jane — he declares to be his own Hand Writing, and that it was by the Complainants Desire he Witnessed the same — that there were present at the Executing the said Bond, Mr Sellon who Attested it as a Witness with him — Moodw one whose Account the Defendant gave the Bond, and four Black fellows named Andiapah, Syallee Mootiallee Chitty, Venatachillum and Ananda Pillay — further this Deponent saith not to this or to the last Interrogatory

Henry Crawford
Examiner

E. Jane

Mayor's Court at
Madraspatnam

Between Robert Smith of Fort Saint George Cogur Complainant and Pendy Aurcoom-augam Gramany Defendant

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

Kollykarrah Andiapah of Madras a Pulliar, Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 5th day of February 1768 sheworn at the Office of Mr James Hathaway Attorney for the Defendant by Canacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he hath knowun the Complainant 10 Years and the Defendant 2 Years or thereabouts

2d 3 ..... To the third Interrogatory this Deponent saith, he does not know or whether there were any Accounts settled between the Complainant and Moodw, but that the latter did tell this Deponent that he was indebted to the former the Sum of three Hundred and forty Pago Das, the whole of which he not being able to pay, he desired him to carry 100 part, and to intercede for him with the Complainant and his Dubash in Order they would Accept of Pendy Armegaum Security for the remainder that this Deponent did agreeable thereto bear the said 100 Pago Das to the Complainants Dubash, and did speak to him in behalf of Moodw to persuade his Master to accept of Pendy Armegaum Security Obligations, which the Complainant with some Difficulty at last

1 2 ..... that the said Bond or Obligation was executed in the name Howe, whose the Defendant Signed thereto Voluntarily cannot Declare whether the Bond now sheown him is the same he sawn the Defendant Execute, he not understanding the

Edward Jane of Madras Inhabitant Aged 47 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 5th day of February 1768 shewn at the Office of Mr James Hathaway Attorney for the Defendant by Conacapah 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 hath Known the Complainant 6 Years or thereabouts, but hath no Knowledge of the Defendant

2d ..... To the Second Interrogatory this Deponent saith he did see the Bond, which is now shewn to him, signed Sealed and delivered by the Defendant to the Complainant — that he heard, the said Bond was given on Account of a Man Named Moodu, who owed the Complainant the Amount of it, being 240 Pagos that this Deponent cannot be certain if the said Bond was read over to the Defendant, but that he remember to have asked him once or twice whether he knew the Contents to which he replied he did, That the Defendant Executed the said Bond of his free Will and Consent, and no compulsion was Used by any one to force him to sign it — That he did Attest the said Writing after it was Executed and that the name Subscribed thereto Edward Jane — he declares to be his own Hand Writing, and that it was by the Complainants Desire he Witnessed the same — that there were present at the Executing the said Bond, Mr Sellers who Attested it as a Witness with him — Moodu on whose Account the Defendant gave the Bond, and four Black fellows named Andiapah, Syalloo Mootealloo Chitty, Vencatachillum and Ananda Pullay — further this Deponent saith not to this or to the last Interrogatory

Henry Crawford
Examiner

E. Jane

Mayor's Court at Madraspatnam

Between Robert Smith of Fort Saint George Cooper Complainant and Poondy Auroomugam Gramany Defendant

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

Kollykarrah Andiapah of Madras a Poulterer, Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 5th day of February 1768 shewn at the Office of Mr James Hathaway Attorney for the Defendant by Conacapah 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 hath known the Complainant 10 Years and the Defendant 2 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith, he does not know whether there were any Accounts settled between the Complainant and Moodu, but that the latter did tell this Deponent that he was indebted to the former the Sum of three Hundred and forty Pagodas, the whole of which he not being able to pay, he intreated him to carry 100 in part, and to intercede for him with the Complainant and his Dubash in Order they would Accept of Poondy Armogooms Security for the remainder that this Deponent did agreeable thereto bear the said 100 Pagodas to the Complainants Dubash, and did speak to him in behalf of Moodu to persuade his Master to accept of Poondy Armogooms Security Obligation, which the Complainant with some Difficulty at last Consented ... that the said Bond or Obligation was executed in the Complainants House, where the Defendant Signed thereto Voluntarily that he cannot Declare whether the Bond now shewn him is the same which he saw the Defendant Execute, he not understanding the

English Language; but heard the Gentlemen who Witnessed the said Bond, read and explain it to the Defendant by Means of the Complainants Dubash who interpreted, and the Defendant Seemed to understand the Meaning of the said Paper before he set his Name to it And this Deponent further Deposeth not to this or to the last Interrogatory

Henry Crawford Examiner

Mayor's Court at Madraspatnam

Between Robert Smith of Fort Saint George Cooper Complainant and Poody Armogoom

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

Sylloo Mooteallooe Chitty of Madras Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 6th Day of February 1768 shewn at the Office of Mr James Hathaway Attorney for the Defendant, by Conacapah 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 hath known the Complainant 8 Years and the Defendant 1 Year or thereabouts

6d 3 To the third Interrogatory this Deponent saith, he does not know of any Accounts, depending between the Complainant and Moodu nor does he know of any which were Settled between them, but that he has heard the said Moodu was indebted to the Complainant in a sum of Money that this Deponent afterwards, heard also, that Moodu had paid one hundred Pagodas of the said Debt that the Def.t in

in this Cause did execute a Bond in the Name of the Complainant for the Sum of 240 Pagodas by desire of the said Moodu that it was done in the Complainants House where he saw Messrs Jane and Sellers read and Explain the said Bond to the Defendant who immediately afterwards set his Name, and the two abovementioned Gentlemen signed as Witnesses that the Defendant did Seem thoroughly to understand the Contents of the Bond, which being now Shewn to the Deponent, he saith he cannot declare if it is the same he saw the Defendant execute, or not as he cannot read English further he deposeth not to this or to the last Interrogatory

Henry Crawford Examiner.

Mayor's Court at Madraspatnam

Between Robert Smith of Fort Saint George Cooper Complainant and Poondy Auroomugam Gramany Defendant

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

Bonroath Vencatachillum of Madras a Poon Aged 28 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 6th Day of February 1768 shewn at the Office of Mr James Hathaway Attorney for the Defendant by Conacapah 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 hath known the Complainant 10 Years, and the Defendant 1 Year or thereabouts

39 3d ..... To the third Interrogatory this Deponent saith, he is ignorant of any Accounts which subsisted between the Complainant and Moodu, or of its being afterwards Settled: but the Complainant (who is his Master) did send him to Demand of the said Moodu the Sum of three hundred and forty Pagodas that he was some time in finding him out he having hid and secreted himself to evade the payment of the same; but at last hearing of him he (this Deponent) carried his Master's Dubash to the place where he was, and the said Dubash had some talk with him which this Deponent did not hear that a few days afterwards his Master the Complainant put the said Moodu in Jail and some of his friends bailed him that the said Moodu then paid his Master a hundred Pagodas in part of his Debt by means of one Andi=apah who acted as Mediator in the Affair, and through whose intercession with the Complainant's Dubash, the Complainant was prevailed upon to Accept of a Bond from Poondy Auroomugam Gramany the Defendant in this Cause, for the Remainder of Moodu's Debt of 240 Pagos that this said Bond was executed in the house of the Complainant in presence of two Gentlemen, namely Mr. Jane, and another those Name he does not know that these Gentlemen read and explained the said Bond to Armoogum the Defendant, who seemed perfectly to und=erstand the Contents, and voluntarily signed his Name that he Cannot declare whether the Bond now shewn to him is the same which he saw executed, as he cannot read English and more this Deponent saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, he did by the Orders of the Complainant, demand the sum of 240 Pagodas from the Defendant being the Amount of a Bond from the latter to the former that he was obliged to go to a place called Poondy

where the said Defendant lived, to make the abovementioned Demand that on his application for the money, the Defendant replied he would pay him very shortly, as he Expected some different Parts of the Country, at the same time he shewed him a letter he had received from Moodu wherein the said Moodu promised to make him a Remittance of Cash this Deponent further saith, he remained with him upwards of a Month at Poondy, after which they came to Madras, and Moodu was very Desirous of Preventing the Defendant's being carried before the Complainant, saying he would in a few days collect Money sufficient to pay the Defendant's Bond: but the money not being paid the Compl.t Prosecuted him in the Mayor's Court and, further this Deponent Saith not to this or to the last Interrogatory

The Mark of Wencatachillum

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Robert Smith of Fort George, Cooper Complainant and Poondy Auroo=mugam Graminy Defendant

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

Ananda Pullay of Madras a Conicoply Aged 34 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 6th day of February 1768 shewn at the Office of Mr. James Hathaway Attorney for the Defendant by Conocapah 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 hath known the Com=plainant 15 Years and Defendant 1 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith he doeth not know of any Accounts between the Complainant and Moodu, nor, of the said Accounts being settled or Adjusted: but he has heard that the said Moodu did ...

on Account of Moodis said Debt gave the Complainant a Bond for 240 Pago Das, in the House of the Complainant — that the said Bond or Obligation was a voluntary Act of the Defendant and no force was used to compel him to execute the same — that the Bond now shewn to him he Declares to be the same which was signed by the Defendant, to whom both the Witnesses and the Deponent read and explained it, and that he seemed thoroughly to understand the Meaning and Contents — further this Deponent Deposeth not to this or to the last Interrogatory

Henry Crawford

Examiner

Anantapah

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 depending at Law in the Hon'ble the Mayor's Court wherein Robert Smith of Madras Inhabitant is Complainant and Poondy Aunamoogam Graminy also of the same place Inhabitant is Defendant

On the part and behalf of the Defendant

To all the Witnesses 1st ..... Do You or do You not know the parties Complainant and Defendant in this Cause, If Yea how long have You so known them or either and which of them fully and particularly Declare

To Paupaiah and Ardapah ... 2d ..... Do You or do You not know the Defendant in this Cause to have come at any time or times to the House of a certain Person or Persons did he so come to and what Sum or Sums of money did he so borrow, And what Answer did he receive, for what Year what Month and what Day the whole You know touching this Affair truly and particularly Declare Did or did not the Defendant any time after come again to the said Person or Persons and borrow more Money of him or them, If Yea what Sum or Sums of Money did he so receive, And did he or did he not give his Bond for the same and in what Year

and at the said time If You set forth how and in what manner to the best of Your Memory fully and at Large Declare, Did or did not the Defendant come again the third time to borrow more money from the said Person or Persons as before mentioned, If Yea did he or did he not receive any and what Sum or Sums, and did he not give his Bond for the same the Year Month and day fully declare to the best of Your Recollection, did the Defendant or did he not any time after Ever pay any Sum or Sums of Money as part of Payment If Yea what Sum or Sums of Money did he so pay Set forth in the manner and form as before mentioned And after such Payment was made what Sum or Sums might be Remaining due, and did he or did he not give his Bond for the same, and with what Interest was the same Payable with, And in whose Name did he so give the Bond, did he or did give the said Bond freely and Voluntarily of his own Accord or was their or was their not any Compulsion or unlawfull Means Used at the same time the Bond was so given and what might be the Amount of the whole with the Principal and Interest Included, the whole You know touching these Matters in Question from the beginning to the Ending Set forth the same fully and particularly According to the best of Your Knowledge and Belief

To all the Witnesses 3 ..... Do You know of any other Matter or thing or have You heard or can You suggest any thing touching the Matters in Question in this Cause, that may tend to the Benefit or Advantage of the Defendant If Yea Declare the same as fully as If You had been thereunto particularly Interrogated

James Hathaway

Attorney for the Defendant

Mayor's Court at Madras patnam

Between Robert Smith of Fort St George Cooper Complainant and Poondy Aun

the Examiner in this Court as followeth

Paupaik of Madras Inhabitant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant, was on the day of February 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Canacapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1 ..... To the first Interrogatory this Deponent saith, he hath known the Complainant 3 Years and Defendant 7 Years or thereabouts

6d 2 ..... To the Second Interrogatory this Deponent that in the Month of January and in the Year 1764 the Defendant in this Cause did come from Poondy to borrow some money of Moodw, with whom this Deponent at that time was that the said Moodw applied to Ramah the Complainants Dubash from whom he got the loan of 100 Pagodas and gave it to the said Defendant who tendered a Note of Hand to Moodw, and he gave one to the said Ramah for this Sum .... that some month after this Deponent cannot recollect the exact time the said Defendant came again and borrowed in the same manner another hundred from the same Persons, when the former Notes were cancelled and others given for 200 Pagodas that a short time after the Defendant borrowed again in like Manner 24 Pagodas for which no note was given about a twelve Months this Deponent believes after this the Defendant paid the said Moodw at first 74 Pagodas, and afterwards 26 Pagodas in part of his Debt, and then there was a ballance Due by the Defendant of 124 Pagodas that he cannot declare whether the Defendant gave his Bond for this Sum to Moodw at that time, but some month afterwards the said Dubash Ramah not thinking Moodws Obligation sufficiently Secure obliged him to send for the Defendant, who then gave a Bond for 240 Pagodas, being for the Principal 124 Pagodas with Premium of 116 Pagodas more that this Bond was given in the Complainants House to which this Deponent did not go, on

that he never heard the Defendant mention he was compelled to sign the Bond, and has therefore no Reason to imagine that any Compulsion was made use of — and this Deponent saith not more to this nor to the last Interrogatory.

The Mark of D Paupaik

Henry Crawford Examiner

Mayors Court at Madrespatnam

Between Robert Smith of Fort Saint George Complainant and Poondy Arnoogam Gramany Defendant

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

Ardeapah of Poondy a Labourer Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15th day of February 1768 shewn at the Office of Mr John Sykes Atty for the Complainant by Canacapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and examined deposeth as followeth

1 ..... To the first Interrogatory this Deponent saith that he hath known the Complainant 3 Years and Defendant 12 Years or thereabouts

6d 2 ..... To the Second Interrogatory this Deponent saith that the Defendant and himself did come from Poondy in January 1764 in order to borrow money that they applied to Moodw for that purpose, but he having none to lend himself, procured 100 Pagodas from one Ramah Dubash of the Complainant; for which Sum Aurroonagam gave his Note of Hand to Moodw that about one Month after this transaction they both came to Moodw that about one Month after this transaction they both came again to Madras, and in the same manner, borrowed another hundred Pagodas from the said Dubash by Means of Moodw who gave his Bond to him & the Defendant gave his to Moodw for the sum of two

he must be Punctual in Paying the Money when the Bond expired as it was on those Conditions he had borrowed it for him — That about two Months after, the said Armoogam came the third time, and again borrowed twenty four Pagodas, for which he did not give any note or Bond nor did Moodu give any to the said Dubash — That Auroomugam did at first Pay 74 Pagodas, and some days after 26 Pagodas, unto Moodus Hands in part Payment of his Debt, and which Moodu immediately paid to the said Dubash Ramah ... that the ballance remaining due from the said Auroomugam after this Payment was 124 Pagodas, for which sum He did not at that time give Moodu any Bond or Obligation; but about 6 or 7 Months after, he came from Poondy accompanied by this Deponent, and Moodu took them to the said Dubashes House, from whence, after having some Discourse, they adjoured to the Complainant into which this Deponent saith he did not follow them; but on their Return he was made Acquainted both by the Defendant and Moodu of the forms signing a Bond for 240 Pagodas, being for Principal and Interest of Moodus Debt, which was not thought secure unless they had the said Defendants Obligation for the same: but whether the Defendant gave it voluntarily or it was obtained by force from him this Deponent cannot take upon him to say as he never heared him say any thing to that effect further he deposeth not to this or to the last Interrogatory

Henry Crawford
Examiner

The mark of D Ardeapah

Mayor's Court at Madraspatnam

Tuesday the 12th Day of July Anno Domini 1768

Present
Charles Smith Esquire Mayor
John Debonaire — Edward Stracey
and Francis Jourdan — Aldermen

L.S.

Mayor's Court

Between Robert Smith of Madras Inhabitant Complainant and Poondy Auroomoogam Gramany of Poondy Inhabitant Defendant

This Cause coming on to be heard and debated this day in the Presence of the Complainants Attorney, on reading the Complainants Bill, the Defendants Answer, the Replication The Rejoinder Interrogatories and Depositions on the part of the Complainant with an Interest Bond annexed, The Interrogatories and Depositions on the part of the Defendant, on hearing the pleadings made Use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Complainant hath produced full and sufficient Evidence of the due Execution of the Bond on which he founds his Demand, and that the Defendant hath not the least Shadow of reason for refusing Payment thereof This Court doth therefore think fit to Order and Decree, and doth accordingly Order and Decree that the Defendt shall pay unto the Complainant, the full and just Sum of Two hundred and forty Pagodas (Pagodas 240 ...) together with

untill full payment is made also all Costs of this Suit This Court doth moreover Order and Decree that the Defendant on Account of his very flagrant Litigiousness in endeavouring to defend a Suit so Justly brought against him, shall be Stated with Double Costs to be paid to the Complainant

Your

Read and filed
5th July 1768

To the Honble the Mayors Court at Madraspatanam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Nelcanta Jacar alias Nemise Nellacantaukier of Madras Merchant That Whereas Aviet Marcar of Calcutta in the Kingdom of Bengall Merchant did on the Tenth Day of March in the Present Year of our Lord One thousand Seven hundred and Sixty Eight Ship on board the Ship called the Royal Admiral Captain John Rosing Commander then Riding at Anchor in the Road of Calcutta bound to Madras Road One Box Containing Sixteen Diamond Rings Valued Seventeen thousand Arcot Rupees Sealed and Marked as in the Margent of the three Bills of Lading thereof Signed by the said John Rosing and Dated in Calcutta the said Tenth Day of March One thousand Seven hundred and Sixty Eight which said Box of Diamond Rings were so Shipped on Account of Your Orator and were to be Delivered in the like good Order and Condition at Madras unto Johannes Marcar or to his Assigns Freight for the same having been paid by the said Avait Marcar at Calcutta aforesaid As will more fully and at large appear by One of the said Bills of Lading in Your Orator's Custody and ready to be produced for the Inspection of this Honorable Court when required And Your Orator further Sheweth unto this Honorable Court that the said Ship Royal Admiral did soon afterward Sail from the said Port of Calcutta with the said Box of Diamond Rings on Board and Arrived at the Port

Marcar having on the fifth Day of May last on the back of One of the said Bills of Lading given a Written Order to the said John Rosing to Deliver the above Goods to Your Orator He did frequently and in an Amicable Manner Apply to the said John Rosing and Requested him to Deliver unto Your Orator the said Box of Diamond Rings so Shipped on Board the said Ship Royal Admiral as aforesaid Butnow so it is May it Please this Honble Court the said John Rosing did and still doth Obstinately and Wilfully Refuses to Deliver the same to Your Orator or to give Your Orator any Manner of Satisfaction touching the Premises Under Colour of several Unjust frivolous and Evasive Pretences Sometimes Pretending that He met with bad Weather in his said Passage from Calcutta to Madras by which He lost the said Box of Diamond Rings therefore He cannot Deliver the same to Your Orator And that by such Loss He is Discharged from the said Undertaking or his Assigns Whereas Your Orator Expressly Charges that in Case the said John Rosing did in his said Passage meet with bad Weather that He did not lose the said Box of Diamond Rings or that if He did, which Your Orator by no Means Admits, that it Proceeded from his own Neglect or Default in not Depositing the same in a Safe and Proper Place or taking that due Care of them which He ought to have done And which was necessary for the Preservation of them for Your Orator Charges that the said Box was very small and might have been taken Care of with much more Ease and with much less Difficulty than all or most Part of the said Ships Cargo or the other Goods just now Aboard as Freight And therefore that the said John Rosing is Answerable to Your Orator for, and ought to Deliver the said Box of Diamond Rings to Your Orator or Account with him for and pay him the full true and real Amount or Value thereof Your Orator therefore Prays a General Relief such as to this Honorable Court

true direct & perfect Answer make to all and Singular the Matters & things herein Setforth and Alledged as fully truely & Effectually to all intents and purposes as if the same were here again repeated and Particularly Interrogated And more Especially that He may Setforth and Discover Whether the said Aviat Marcar did not on or about the abovementioned or some other and what time put or Ship on Board the said Ship called the Royal Admiral the abovementioned or some other Box or Quantity of Diamond Rings on the Conditions And for the Use and in manner abovementioned or how oth=erwise And whether the said John Rossing did not Sign three Bills of Lading to the abovementioned or some other and what purport and Effect And whether the said Ship Royal Admiral did not and when after the said Box of Diamond Rings were put on Board And the said John Rossing had Signed the said Bills of Lading Sail from the said Port of Calcutta with the said Box of Diamond Rings on Board whether She did not And when Arrive at this Port of Madras And whether Your Orator did not and when apply to the said John Rossing and request him to Deliver the said Box of Diamond Rings unto Your Orator And whether He did not Refuse so to do And for what Reason in Particular He so Refused And in Case the said John Rossing should Pretend that He so Refused And in Case the said John Rossing should Pretend that He lost the said Box of Diamond Rings that He may Setforth when where how by what Means And in what Way he so lost the same And whether it was not in his Power to Prevent such Loss And if not for what Reason And whether any Person or Persons and whom was or were Present or Saw the same so lost And that He may Also Setforth where and in what Particular Part of the said Ship He put the said Box of Diamond Rings And whether He put any and what Goods or things along with them And if He did what became of them [illegible] John Rossing is not Answerable to Your

ought not to Deliver the same to Your Orator or Account with him for or pay him the full true and Real Amount or Value thereof and if not why not And that the said John Rossing may be Decreed either to deliver the said Box of Diamond Rings to Your Orator or pay Your Orator the Amount or Value thereof at the time of the said Vessells Arrival at Madras 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 John Rossing to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Hon'ble Court at a certain time and place to be by this Hon'ble Court Prefixed and Appointed then and there to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

John Sykes
Attorney for the Complainant

Jur in Cur
12th July 1768

The Answer of John Rossing of the Ship Royal Admiral now lying in the Road of Madras Commander Defendant to the Bill of Complaint of Neelaconta Taccar of Madras Merchant

This said Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Adv=antage of Exception to the many Errors, Uncertainties and Untruths in the said Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material for him to make Answer thereunto, he this Defendant Answereth and saith that he Admits to have received from Aviot Marcar of Calcutta in the Kingdom of Bengall Merchant One Small Box, said to

of Complaint, and on the day and Year as therein is Recited. but
whether such Effects was the Property of the Complainant this said
Defendant cannot Particularly Answer thereunto, as he this Defendt is
not in Possession of the Bill of Lading, but he this Defendant admits
of the said Box of Jewells to have been Consigned by the said Aviet
Marcar, to Johannes Marcar or to his Assigns at Madras, and that he
this Defendt did receive Freight of Aviet Marcar at Calcutta for the
same this said Defendant further saith that he did Ship on board his Ships
the Royal Admiral, then lying in Calcutta viniar, the said Box of Jewells
in order to Transport or Convey the same to the Consignee or his Assigns at
Madras pursuant to the tenour of his Bill of Lading by him this said
Defendant signed and that such Box of Jewells were safe on board said
Ship the Royal Admiral under this said Defendants care until
the 24th day of April in the Present Year of Our Lord 1768 when being
at Sea at the Distance of Nine Leagues to the East Ward of Madras being
then bound to Madras between 4 & 5 o'clock in the Morning of the same
day the Ship Royal Admiral under this said Defendants care was
taken aback with a hard Squall of Wind from the Northward, which laid
the said Ship down on her Beam ends, so as to fill the Decks with Water
the Water, this Defendant saith coming in through the Lee Gallery and
Cabbin Windows and floated every thing in the Cabbin that could Swim,
those things that so floated, together with the Prodigious Quantity of Sea that
came Rolling in at the Cabbin Windows broke down the Bulk heads
of the 2 and 3 Mates Cabbin, this said Defendt further saith that the said
Ship Royal Admiral lay upon her Beam Ends near half an hour
before she righted, during which time it was his this Defendants Opinion
she must Cut away her Masts, as they had cut away the Royal Admirals Main mast
and that it would not right her this being the State and condition of the Vessell
and, as a Preservation to the whole he this Defendant, was induced to cut
away her Mizen mast and then and not till then the Royal Admiral
righted this Defendant further Answereth and saith that after

and found that all his most Valuable Effects, together with this Aforem-
=entioned Parcell of Jewells belonging to the Complainant were washed
over board, whereby this Defendant lost in Cash Pagodas 2000 Silk
&c to the Amount of 10000 Arcot Rupees and upwards this said Defendt
further saith that he kept the said small Box of Jewells, the Property
of the Complainant, in his Cash Chest in which was Deposited his, the said
Defendants abovementioned Cash together with his most valuable Effects,
being the Amount of thirty Years Labour and industry at Sea, which said
Cash Chest this said Defendant had in his Cabbin chained and lashed
the Defendant further answereth and saith that the said Cash Chest broke
from the place in which it was secured, by the violent motion of the Ship, as
many other things that was in the Great Cabbin did this said Defendant
further saith that he cannot Positively assert the Manner in which the
said Cash Chest and his other effects were lost, as he this said Defendant was
upon Deck or rather upon his side, Attending to the Preservation of the Vessell
and her Cargo, but as he this Defendant, found upon Examination, the Matter mast
Gun Port was broke off the Hinges and hanging edgeways in the hole the this
Defendant, imagines that the Cash Chest, with every other thing, must have been
washed out of this said Port hole as also out of the Cabbin Windows, as two of the
said Windows as well as the said aftermost Gun Port, were under Water
through which the Sea drove in and washed away every Chest and Bale
&c before it, breaking down the Mates Cabbin, tearing up the Deck
from the Deck and carrying every thing before it This said Defendt
further saith, that he did not know of a better Built man of War he could have
stowed away his said Cash Chest in a more secure place than in this Great
Cabbin under his own Care this Defendant further Answereth and saith
that he and his Complainant did apply to and demand of this said
Defendant, this said Box of Jewells and that he this Defendant,
did acquaint the Complainant that the same was lost over board in

Manner before in this his said Answer mentioned the Defendant further says that he denies to have lost the said Box of Jewels through his Negligence or Neglect, or that he did not deposit the same in a safe and Proper place and take that due care, which the Complainant says was necessary for the Preservation of this Box of Jewels — for on the contrary this Defendant says he humbly conceives that, what he has before asserted in this his Answer will plainly shew that the Method in which he secured the said Box of Jewells was proper and sufficient and according to the best of his, the said Defendants Skill and Judgment and further he, this said Defendant says he believes that was the Complainant to have entrusted the like Box of Jewels or any other parcell of the like Estimation to the care of any other Person so entrusted, would have secured the same in the manner he this Defendant, did but, as to the Propriety of this, as well as this Defendant's transaction Relative to the said Box of Jewells he most humbly submits to the Judgment of this Honble Court — this said Defendant further saith that on the 28th day of April in the Present Year 1768, he did apply to Mr. Charles Bromley the Notary Publick and before him did Protest against the Winds and Weather for all and every the Damages, Losses, Misfortunes &c^a that the said Ship Royal Admiral and her Cargo had suffered thereby this Defendant further Answereth and Saith, that upon being interrogated by the Complainant he this Defendant, did truely narrate all the Circumstances Relative to the Misfortunes met with on board of the Ship Royal Admiral in her Passage from Bengall to Madras and in conformity to and by Advice of several Gentlemen of this Port, he this said Defend^t, did draw out an Affidavit concerning the Ship Royal Admiral and on the 10th day of May in the present Year 1768 he swore the same before Charles Smith Esqr the present Mayor as will more fully and at large appear by a reference to the said Affidavit, ready to be Produced to this Honble Court, if Required the Defendant further Saith that on the same day & [illegible]

made an Affidavit to the same Purport as to the Vessell and the Damage she Sustained — All which were ready to be Produced to the Complainant whenever he thought Proper to apply for the same — for this Defendant saith that such Affidavits were made at the Desire of the Complainant who had asked Advice of several Merchants of this Port and they pointed out the Method that this said Defendant has taken to clear up the Matter and which when the Affidavits were shewn to them, they seemed Perfectly satisfied with the Conduct of this Defendant — The Defendant further says that, he was always Ready and willing to Answer any Questions that the Complainant or his friends might Put, Respecting the said Box of Jewels and also, Ready to Produce his Officers for any Examination that the Complainant thought Proper to make — this Defendant lastly saith that to any other matter or thing that the Complainant has set forth in his Bill of Complaint to which he this Defendant has not Particularly Answered unto that the same is very erroneous and imperfect to make any other or further Answer thereunto other than the Evidence of his Officers and Passengers to Support the Credibility of the several Assertions, here by the said Defend^t in his Answer set forth —

All which Matters and things this said Defendant is ready and willing to verify Maintain and Prove in such Manner and form as this Honble Court shall direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained —

John Rossing

Chas. Bromley

Attorney for the Defendant

Manner before in this his said Answer mentioned the Defendant further
says that he denies to have lost the said Box of Jewels through his Negligence
or Neglect, or that he did not deposit the same in a safe and Proper place and
take that due care, which the Complainant says was necessary for the Preservation
of this Box of Jewels for on the contrary this Defendant says he humbly
conceives that what he has before asserted in this his Answer will
plainly shew that the Method in which he secured the said Box of Jewells
was proper and sufficient and according to the best of his the said Defendants
Skill and Judgment and further he this said Defendant says he believes that
was the Complainant to have entrusted the like Box of Jewels or any
other parcell of the like Estimation to the care of any other Person so enti-
-tled, would have secured the same in the manner he this Defendant did
but as to the Propriety of this, as well as this Defendants transaction
Relative to the said Box of Jewells he most humbly submits to the Judgment
of this Honble Court this said Defendant further saith that on the 28 day
of April in the present Year 1768 he did apply to Mr Charles Bromley
the Notary Publick and before him did Protest against the Winds and
Weather for all and every the Damages, Losses, Misfortunes &c that the
said Ship Royal Admiral and her Cargo had suffered thereby this
Defendant further Answereth and Saith, that upon being interrogated by
the Complainant he this Defendant, did truely narrate all the circums
-tances Relative to the Misfortunes met with on board the Ship Royal
Admiral in her Passage from Bengall to Madras and in conformity
thereto by Advice of several Gentlemen of this Port, he this said Defend^t
did draw out an Affidavit concerning the Ship Royal Admiral and
on the 10th day of May in the present Year 1768 he sware the same before
Charles Smith Esqr the present Mayor as will more fully and at large
appear by a reference to the said Affidavit, ready to be produced to this Honble
Court, if required the Defendant further Saith that on the same day &

made an Affidavit to the same Purport as to the Vessell and the Damage
she Sustained — All which were ready to be produced to the Complainant
whenever he thought Proper to apply for the same for this Defendant saith
that such Affidavits were made at the Desire of the Complainant who had
asked Advice of several Merchants of this Port and they pointed out the
Method that this said Defendant has taken to clear up the Matter and which
when the Affidavits were shewn to them they seemed perfectly satisfied with
the Conduct of this Defendant — The Defendant further says that he was always
Ready and willing to Answer any Questions that the Complainant or his
friends might Put, respecting the said Box of Jewels and also Ready to Produce
his Officers for any Examination that the Complainant thought Proper to
make — This Defendant lastly saith that to any other matter or thing that
the Complainant has set forth in his Bill of Complaint to which he
this Defendant has not Particularly Answered unto that the same is
very erroneous and imperfect to make any other or further Answer
thereunto other than the Evidence of his Officers and Passengers to
Support the Credibility of the several Assertions, here by the said Defend^ts
in this Answer set forth —

All which Matters and things this said Defendant
is ready and willing to verify Maintain and Prove as to such Manner
and form as this Honble Court shall direct and humbly Prays to be thence
Dismissed with his Reasonable Costs and Charges in this behalf most
Wrongfully Sustained

John Rosling

Chas Bromley
Attorney for the Defendant

Read and filed
19th July 1768

The Replication of Nellacandanker

Jacoar Aherunier Nellacandanker of Madras Merchant Complainant to the Answer of John Rosing Commander of the Ship Royal Admiral now Riding at Anchor in Madras Road Defendant

This Replyant now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that he will Aver Justify Maintain and prove his Bill of Complaint to be good certain true and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby set forth and alledged and that the Answer of the said Defendant is very Untrue Evasive and Insufficient for this Replyant to make any further or other Reply thereunto And this Replyant further Saith as in and by his said Bill of Complaint He hath already Said and doth and will Aver and Maintain all and every thing and things therein Contained to be true and Certain in such Manner and form as they and Every of them are therein Alledged as set forth

All Which matters and things this Replyant is Ready and willing to verify Maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Bill of Complaint he hath already Prayed

John Lysle
Attorney for the Replyant

Read and filed
19th July 1768

The Rejoinder of John Rosing

Defendant to the Bill of Complaint of Nella Cantacher Complainant

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 that the Defendants said Answer is true certain and Sufficient in the Law to be replied unto, And the Defendant further saith as in and by his said Answer he hath already said and do and will Aver Maintain all and every thing and things therein to be true and certain in such manner as they and every of them are therein alledged and excepted and that the Replication of the Replyant is untrue and insufficient in the Law to be injoined unto, and this said Defendant humbly Prays as in and by his said Answer he hath already Prayed

Chas Bromley
Attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now Depending in the Honorable the Mayors Court at Madraspatnam wherein Nellanda Jacoar Aherunier Nellacandanker is Complainant and John Rosing is Defendant

Toall the Witnesses } 1st ... Do You know the parties Complainant and Defendt

Which of them? Declare

To Messrs William Richardson, James Black, Daniel Lawrence, Robert Hobson, Jonas Rick, Steven Cutter, Henry Golden, Gaspar Fernandes, Antº Ribeiro, Gilhermo Piris, Joze Ribeiro, Germaro De Vass, Francis Sarel, Joseph Manuel and Joze Ferreira

2.... Do You or do You not know or have You or have You not heard any thing of a Box of Diamond Rings being Shiped or put on Board the Ship Royal Admiral on Freight at Calcutta by Aniet Marcar on Account of the Complainant And for which the Defendant Signed three Bills of Lading If Yea, what do You so know or have heard about them and when and from whom? Do You or do You not know where or in what Particular part of the said Ship or in what Chest or other thing the Defendant put the said Box of Diamonds Rings, If Yea in what particular part of the said Ship and in what Chest or other thing did he so put the same? Did or did not the Defendant put any other Goods Wares Merchandizes or any money or other things along with the said Box of Diamond Rings, If Yea what in particular did he so put along with them And what is become of them? Did You or did You not meet with any bad Weather in Your Passage from Bengal to Madras in the said Ship, If Yea when and where did You Meet with the same? Was or was not any thing or things lost or thrown over board during the said bad Weather If Yea, what thing or things were so lost or thrown Over board And to whom did the same belong? And how did such loss happen or by whom were they thrown over board? Do You or do You not know where the said Diamond Rings were before the said bad Weather happend And during the time that it Continued, If Yea where were they and in what Particular part of the said Ship And in what Chest or other thing and what became of them? Were they or were they not lost during the said bad Weather If Yea, how and by what means and in what way were they so lost And whether thro' real and Unavoidable Accident or thro'

might not have been Saved either by the Defendant or some other Person and if not for what Reason? Were or were not the said Diamond Rings from the time of their being put on Board the said Ship to the time that the said bad Weather happened kept in the same place or were they or were they not Removed from that place to any other, If Yea, when and by whom were they so removed and in what other place Chest thing or part of the said Ship were they put? the whole of these Matters According to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or become Acquainted with these Matters fully and Particularly Declare

To Ditto 3 In what Particular Stations or Capacities were You or did You respectively Act or Board the said Ship Royal Admiral during her Passage from Calcutta to Madras? Declare

To all the Witnesses 4th Do You know of any other Matter or thing or have You heard or can You setforth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainant If Yea, Declare the same as You know have been Informed or do believe together with the Reasons of such your belief as fully as if You had been thereunto Particularly Interrogated

John Sykes
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Neelacantauker Complainant and John Rossing Defendant

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

William Richardson of the West Coast of Sumatra Mariner Aged 29 Years or Thereabouts, being Produced as a Witness in this

Cause on the part of the Complainant was on the 15th July 1768 shewn and the Office of Mr Charles Bromley Attorney for the Defendant by Concaynen 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 hath known the Defendant 3 Years or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith that he was informed by the Defendant in this Cause when on board the Royal Admiral at Ingelee in the River of Bengal that he had taken as small Box of Jewels on freight for Madras, and this Deponent at that time saw the said Box in the Defendants Possession but to whom it was Consigned or whether the said Defendant signed any Bills of Lading for it this Deponent never heard — That he does not know in what Chest or part of the Ship the said Box of Jewels was Stowed — that he heard the Defendant say just after the Storm they met with, that the Box of Jewels was Stowed in the Chest in which this Deponent saw him when on board Stow a Quantity of Silks before the storm during which the said Chest was lost — that the said Ship did meet with a very severe Gale of Wind about 50 or 60 Miles to the Eastward of Madras on the 24th of April last — That several things belonging to different Persons on board were washed out of the Ship during the Gale, but he imagines the Captain was the principal Sufferer, Persons for he had several things washed out of the Great Cabbin which he said were of great Value that this Deponent does not know where the said Box of Jewels was before the said Gale of Wind, or in what Manner it was lost during the same only from what the Defendant said as above deposed — that at the time the several things he supposes Stowed out of the Great Cabbin, the Captain

was the Ships this Deponent therefore imagines the Loss of these things unavoidable, and no Person could possibly have attended to their Preservation at such a juncture — and further this Deponent saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith he was a Passenger on board the said Ship Royal Admiral, and had no Concern with either the Ship or Cargo — more this Deponent saith not to this nor to the last Interrogatory

Henry Crawford
Examined

Mayors Court at
Madrapatnam

Richardson

Between Nelcandacher
Complainant and John Rosing Defendant

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

James Black a Mariner Aged 46 Years or thereabouts being produced as a Witness on the part of the Complainant was on the 15th day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Concaynen 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 hath known the Defendant 3 Years or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith the Defendant did inform him of a Box of Jewels which he took on board of the Royal Admiral on freight to Madras, but that he never saw the same that he was also informed by the said Defendant that the said Box of Jewels was stowed in the great Cabbin in which he said were several

Cause on the part of the Complainant was on the 15th July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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 hath known the Defendant 5 Years, or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith that he was informed by the Defendant in this Cause when on board the Royal Admiral at Ingellee in the River of Bengal, that he had taken a small box of Jewels on freight for Madras; and this Deponent at that time saw the said Box in the Defendant's Possession but to whom it was Consigned or whether the said Defendant signed any Bills of Lading for it this Deponent never heared — That he does not know in what Chest or part of the Ship the said Box of Jewels was Stowed — that he heared the Defendant say, just after the Storm they met with, that the Box of Jewels was Stowed in the Chest, in which this Deponent saw him when on board, Stow a Quantity of Silks before the storm during which the said Chest was lost — that the said Ship did meet with a very Swere Gale of Wind about 50 or 60 Miles to the Eastward of Madras, on the 24th of April last — That Several things belonging to different Persons on board were washed out of the Ship during the Gale, but he imagines the Captain was the Principal Sufferer, Persons for he had several things washed out of the Great Cabbin which he said were of great Value that this Deponent does not know where the said Box of Jewels was before the said Gale of Wind, or in what Manner it was lost during the same only from what the Defendant said as above deposed — that at the time the several things, he supposes, Stoated out of the Great Cabbin, the Captain [illegible] short every one, were busied and employed to

save the Ship; this Deponent therefore imagines the loss of these things unavoidable, and no person could possibly have attended to their Preservation at such a juncture — and further this Deponent saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith he was a Passanger on board the said Ship Royal Admiral, and had no Concern with either the Ship or Cargo — more this Deponent saith not to this nor to the last Interrogatory

Henry Crawford
Examiner

W. Richardson

Mayor's Court at Madraspatnam

Between Nelacantauker Complainant and John Rossing Defendant

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

James Black a Mariner Aged 46 Years or thereabouts being produced as a Witness on the part of the Complainant was on the 15th day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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 hath known the Defendant 3 Years or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith the Defendant did inform him of a Box of Jewels which he took on board of the Royal Admiral on frieght to Madras, but that he never saw the same that he was also informed by the said Defendant that the said Box of Jewels [illegible] of his in the great Cabbin in which he said were several

Goods and Silks and Treasure of his own that the said Ship did Meet with a very severe Gale of Wind on the 24th day of April last about 12 or 13 Leagues to the South East of this Port — That several things were washed away from the Ship during the Gale but nothing to this Deponents knowledge was thrown over board Except the Main and Mizen Masts with their Rigging which they were obliged to cut away to right the Ship she having laid down almost on her beam ends — that three Chests and several other things belonging to the Defendants were washed out of the Great Cabbin at the time she righted when the Water made a free and swift Passage out of the Port holes which carried away two small Bulk heads in the said Great Cabbin that the said box of Jewels as the Captain said was in one of the Chests which were washed out of the Great Cabbin, and in that manner this Deponent imagines it was lost during the Storm — that the said Chest was not lost through carelessness, but merely by the Strength of the Water forcing its way out of the Cabbin by the sudden motion of the Ship when she righted when, he thinks they must have been torn away from their fastnings — that the said Chest which was said to Contain the box of Jewels was not removed to this Deponents knowledge from the time they left Calcutta till the Gale came on — and more he saith not to this Interrogatory

3..... To the third Interrogatory this Deponent saith, he was Chief Officer on board the said Ship on her Passage from Bengal to this Port in which Station he has been with the Defendant since February 1767 and this Deponent saith not more to this, nor to the last Interrogatory

James Black

Henry Crawford Examined

Mayors Court at Madraspatnam

Between Nuleamtauker Complainant and John Roseing Deft

before the Examiner in this Court as followeth

Daniel Lawrence Mariner Aged 20 Years or thereabouts being duly sworn as a Witness in this Cause on the Part of the Complainant was on the 23 day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Concapa Lutchmy (left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being duly sworn and Examined Deposeth as followeth

1..... To the first Interrogatory this Deponent saith that he hath known the Defendant 2 Years or thereabouts, but hath no knowledge of the Complainant

2..... To the Second Interrogatory this Deponent saith, that he never heard any thing Concerning any Jewels or Diamond Rings being Shipped on board the Royal Admiral at Calcutta on freight — That after the Gale of Wind which they Met with, the Defendant said he had lost a Box of Jewels among other Valuables in a Chest which was washed away out of the Great Cabbin but this Deponent never once heard before the Gale, that the said Box of Diamond Rings was on board — That they did meet with a severe Gale of Wind on the morning of the 24th of April last, when they judged themselves to be in about the Latitude of 12. 30 North, and about 120 Miles from the Land — That nothing was lost over board during the Gale, but the Defendant lost of best of value, and also Medicine Chest, out of the Great Cabbin and this Deponent lost several Articles by the violence of the Gale — That he did not know nor did he ever hear, where the said box of Diamond Rings was deposited before the Gale came on, but the Defendt said after it had subsided, that he had lost it in the aforementioned Chest which was washed out of the Great Cabbin — That this Chest was well secured, but this Deponent does not imagine it was possible to have prevented its being washed away, as every Seaworthy Cabbin was taken up in trying to save the Ship from perishing in the Storm and this Deponent saith not more to this Interrogatory

3..... To the third Interrogatory this Deponent saith, he was second Mate of the said Ship in her Passage from Bengal to this Port, and more he saith not to this, nor to the last Interrogatory

Dan.l Lawrence

Henry Crawford

Goods and Silks and Treasure of his own that the said Ship did Meet with a very severe Gale of Wind on the 24th day of April last about 12 or 13 Leagues to the South East of this Port — That several things were washed away from the Ship during the Gale but nothing to this Deponents knowledge was thrown over board Except the Main and Mizen Masts with their Rigging which they were obliged to cut away to right the Ship she having laid down almost on her beam ends — that three Chests and several other things belonging to the Defendants were washed out of the Great Cabbin at the time she Righted when the Water made a free and swift Passage out of the Port holes which carried away two small Bulk heads in the said Great Cabbin that the said box of Jewels as the Captain said was in one of the Chests which were washed out of the Great Cabbin and in that manner this Deponent imagines it was lost during the Storm — that the said Chest were not lost through carelessness but merely by the Strength of the Water forcing its way out of the Cabbin by the sudden motion of the Ship when she righted when he thinks they must have been torn away from their fastnings — that the said Chest which was said to Contain the box of Jewels was not Removed to this Deponents knowledge from the time they left Calcutta till the Gale came on — and more he saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith he was Chief Officer on board the said Ship on her Passage from Bengal to this Port in which Station he has been with the Defendant since February 1767 and this Deponent saith not more to this nor to the last Interrogatory

James Black

Henry Crawford Examined

Mayors Court at Madraspatnam

Between Nulcanta Nuker Complainant and John Roffing Deft

before the Examiner in this Court as followeth

Daniel Lawrence Mariner Aged 20 Years or thereabouts being duly sworn as a Witness in this Cause on the Part of the Complainant was on the 23 day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Concanapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being duly sworn and Examined Deposeth as followeth

1 ..... To the first Interrogatory this Deponent saith he hath known the Defendant 2 Years or thereabouts but hath no knowledge of the Complainant

2 ..... To the Second Interrogatory this Deponent saith that he never heard any thing Concerning any Jewels or Diamond Rings being Shipped on board the Royal Admiral at Calcutta on freight — That after the Gale of Wind which they Met with the Defendant said he had lost a Box of Jewels among other Valuables in a Chest which was washed away out of the Great Cabbin but this Deponent never once heard before the Gale that the said Box of Diamond Rings was on board — That they did meet with a severe Gale of Wind on the morning of the 24th of April last when they judged themselves to be in about the Latitude of 12. 30 North and about 120 Miles from the Land — That nothing was lost or Damaged during the Gale but the Defendant lost of best of value and also a Medicine Chest out of the Great Cabbin and this Deponent lost several Articles by the violence of the Gale — That he did not know nor did he ever hear where the said box of Diamond Rings was deposited before the Gale came on but the Defendant said after it had subsided that he had lost it in the above mentioned Chest which was washed out of the Great Cabbin — That this Chest was well Secured but this Deponent does not imagine it was possible to have prevented its being washed away as every possible Attention was taken up in trying to save the Ship from perishing in the Storm and this Deponent saith not more to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith he was second Mate of the said Ship in her Passage from Bengal to this Port and more he saith not to this nor to the last Interrogatory

Danl Lawrence

Henry Crawford

Mayor's Court at Madraspatnam

Between Neelacantauker, Complainant and John John Rossing Defendant

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

Robert Hobson of the Ship Royal Admiral, Mariner, Aged 23 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complat was on the 16th day of July 1768 shewn at the Office of Mr Charles Bromeley Attorney for the Defendant by Conocapa 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 hath known the Defend 12 Months or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith, he did hear that a Box Containing Diamonds was Shipped on board the Royal Admiral at Calcutta on Freight for Madras, of which the Defendant mentioned, after the Gale of Wind the Ship met with on the 24th April last, when the Chest in which Box he said, was deposited was washed away during the Gale ... that the said Chest, which the Defendant said Contained the Box of Diamonds, was in the Great Cabbin, but this Deponent never saw it, and only heared the Circumstance from the Defendant after the loss of the said Chest — that the Defendant also said there were silks in the said Chest wherein were the Diamonds, which said Chest this Deponent is of opinion was washed out of the Great Cabbin in the Gale — that on the 24th day of April last when they judged themselves rather to the Southward of Madras and some Leagues to the Eastward of it, they met with a very severe Squall of Wind at day buak which occasioned the loss of two of their Masts, and some part [illegible] other damages done to the Ship — that not any

thing was thrown over board to this Deponent's knowledge, during the bad weather, but several trifles were lost by being washed over board — that the Chest in which the Defendant said afterwards, was the box of Diamonds was Missing after the Gale and supposed to be washed out of the Larboard porthole of the Great Cabbin, that the squall or Gale was so severe that this Deponent imagines, it was not Possible at that time to attend to the Preservation of any thing but their own lives, and the Ship this Deponent cannot declare the said Box of Diamonds Rings, was were removed during the Voyage — but the Chest in which the box was said to be, never was out of the Great Cabbin to this Deponent's Knowledge — further, he deposeth not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, he was third Officer of the said Ship Royal Admiral on her Voyage from Bengal to this Port, and is at this time in the same Station — more this Deponent saith not to this, nor to the last Interrogatory

Robert Hobson

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Neelacantauker, Complainant and John Rossing Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as followeth Jonas Rick Gunner of the Ship Royal Admiral, Aged 34 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Complainant, was on the 19th day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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 hath known the Defendant 5 Months or thereabouts, but hath no knowledge

of the Complainant

2d ..... To the Second Interrogatory this Deponent saith He does not know nor has heard of any box of Diamond Rings being Put on board the Ship Royal Admiral on freight at Calcutta — that they did meet with a very hard Gale of Wind on their voyage from Bengall on the 24th April last, but he cannot declare whereabouts the Ship then was — that they were obliged to cut away two of her Masts, and great Part of her Rigging overboard; and one Carriage Gun also, of the Hon'ble Company's was lost over board during the Gale — that the Captain lost a Chest out of the Great Cabbin, which was Supposed to be washed away out of the Port hole and that he heared the said Defendant declare, immediately after the Storm on Examining his Cabbin, that he had lost to the value of a great deal in the Chest which went over board during the bad weather, but this Deponent does not remember his Mentioning the less of any Diamond Rings in Particular, and further he saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith he was a Gunner on board the Ship Royal Admiral on her Passage from Bengal to this Port and is still in that Capacity — more this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Jonnas Riect

Mayor's Court at Madraspatnam

Between Neelacantauker Complainant and John Rossing Defendant

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

Stephen Cotyear of the Ship Royal Admiral Quarter Master Aged [illegible] being Produced as a Witness in this Ca[illegible]

the Part of the Complainant, was on the 29th day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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 hath known the Defendant 12 Months or thereabouts — but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith that he did hear when at Bengal, before the Ship left the River, that the Defendant had brought on board a box of Jewels or Diamond Rings, but he never saw it, nor knoweth not any thing more Concerning it — That on the 24th day of April, they met with a Severe Squall of Wind which came on Unawares accompanyed with thunder, lighting and Rain — That nothing was thrown over board, but the Main and Mizen Masts, which were obliged to be cut away to Prevent her oversetting; but that a Carriage Gun fill over board by the Motion of the Ship — That he cannot declare any thing Concerning the said Diamond Rings not having heared more about them since the Ship left Bengal: but he heared the Captain say he lost a Box overboard in the Storm further this Deponent saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he was a Quarter Master on board the said Ship Royal Admiral on her voyage from Bengal to this Port, and still continues in the same Station — and this Deponent saith not more to this, nor to the last Interrogatory

Stephen Cotyear

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Neelacantauker, Complainant and John Rossing Defendant

Depositions of Witnesses taken in this Cause by and

before the Examiner in this Court as followeth

Gaspar Fernandes of the Ship Royal Admiral Helmsman Aged 30 Years or thereabouts, being Produced as a Witness in this Cause on the Part of the part of the Complainant was on the 15th day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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

1d ..... To the first Interrogatory this Deponent saith, he hath known the Defendant 6 Months or thereabouts, but hath no Knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith, he does not know any thing Concerning the Box of Diamond Rings Shipped at Calcutta, nor never heared any thing of it — That the Ship did meet with a very hard Gale of Wind on the 24th day of April last but this Deponent cannot Declare whether any thing was lost, or thrown overboard During the said Gale, and more he saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, he was an Helmsman in the said Ship Royal Admiral on her voyage from Bengal to Madras further this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Gaspar Fernandes

Mayors Court at Madraspatnam

Between Neelacantauker Complainant and John Rossing Defendant

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

Antonio Ribeira

Admiral Aged 35 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 22d day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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

1d ..... To the first Interrogatory this Deponent saith he hath known the Defendant 2 Years or thereabouts, but hath no Knowledge of the Complt.

2d ..... To the Second Interrogatory this Deponent Saith, that he does not know nor has heard any thing of a Box of Diamond Rings being Shipped on the Royal Admiral at Calcutta, nor no one Circumstance Relating thereto at that time — that since his arrival at Madras he heared the Defendant did lose some Jewels in a Chest of his, which was washed away in the Storm they met with at Sea — that the said Ship did meet with the above Gale of Wind about a Week before their arrival at Madras; but where and on what day he cannot declare — that the Defendant had a Chest of Merchandize and some other things washed away out of the Great Cabbin during the said Gale; but this Deponent does not know what else in Particular nor whether any thing was thrown over board and this Deponent saith not more to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith, he was a Helmsman on board the said Ship Royal Admiral, on her Passage from Bengal to this Port further this Deponent saith not to this or to the last Interrogatory

Henry Crawford
Examiner

The Mark of + Antonio Ribeira

Mayors Court at Madraspatnam

Between Neelacantauker Complainant and John Rossing Defendant

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

Aged 48 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 26th day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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 hath known the Defendant 6 Months, but hath no knowledge of the Complainant

2d To the Second Interrogatory this Deponent saith that he does not know any thing Concerning a Box of Diamond Rings which the Defendant put on board the Ship on freight — but when they were at Sea he heared that the Defendant had a Box in the Great Cabbin of great value, it Containing Precious Stones and Gold Mohurs — that the said Box with some other things of the Defendants was washed away out of the Great Cabbin they being Missing just after the Gale of Wind that 24th April last early in the Morning the Ship met with a hard Gale of Wind, that nothing was thrown over board in the Storm, but She lost two of her Masts and Rigging, and a Carriage Gun — that he cannot declare any thing about the loss of the Diamond Rings having never heared of them; but the Chest in which was said to be Pricious Stones this Deponent is of Opinion, was Carried away out of the Great Cabbin in the Gale — that it was impossible to have saved the said Chest or Box at that time, when every one was employed in taking care of themselves, or in the Preservation of the Ship and this Deponent saith not more to this Interrogatory

3d To the third Interrogatory this Deponent saith he was a Helmsman on board the Royal Admiral on her Passage from Bengal to this Port — more this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford

Guilherme Piris

Mayors Court at Madraspatnam

Between Neelacantauker, Complainant and John Rossing Defendant

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

Germano Vass an Helmsman of the Royal Admiral Aged 27 Years or thereabouts, being Produced as a Witness in this Cause on the Part of the Complainant was on the 26th day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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 hath known the Defendant 7 Months or thereabouts, but hath no Knowledge of the Complainant

1st To the first Interrogatory this Deponent saith, he hath known the Defendt 7 Months or thereabouts, but hath no Knowledge of the Complainant

2d To the Second Interrogatory this Deponent saith he did not know or hear that a Box of Diamond Rings was Shipped on board the Royal Admiral at the time they lef Bengal, nor did he ever hear any thing Concerning it during their Voyage, untill after the Gale of Wind the said Ship met with when it was said the Defendant had lost such a Box among other things out of the Great Cabbin, by the Gale — that they did meet with a Severe Storm just before then arrival at Madras, but where, or how long Since this Deponent cannot remember — that nothing was thrown over board in the said Gale, but several things belonging to Different People were lost — and this Deponent saith not more to this Interrogatory

3d To the third Interrogatory this Deponent saith he was an Helmsman on board the said Ship on her Voyage from Bengal to this Port

further this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford Examiner G. D'Vas

Mayor's Court at Madraspatnam

Between Neelacantauker Complainant and John Rossing Defendant

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

Joseph Manuel a Helmsman on board the Royal Admiral, Aged 23 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 23d day of July 1763 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conjeepah 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 hath known the Defendt 6 Months or thereabouts, but hath no Knowledge of the Complainant

2d To the Second Interrogatory this Deponent saith that he did hear of a Box of Jewels being shipped by the Defendant on board the Royal Admiral, at Bengal but nothing Particular Concerning it — that he cannot take upon him to declare in what Particular part of the Ship the said Box of Jewels was deposited but soon after they left the Pilot, the Defendant called some of them into the Great Cabin and Ordered them to fasten and cleat the several Chests and Boxes in it, that this Deponent was one of them who helped, and he heared, that the sail box of Jewels was in a Chest which they were Ordered to fasten with Particular care on account (as was said) of its value — that the said Chest was lost during a Gale of Wind they had at Sea when, it was washed away out of one of the port holes of the Great Cabbin — that on the 24th day of April last they did meet with the above said Gale of Wind early in the Morning of that day [illegible] this Deponent's Knowledge was thrown over board during

lost the abovementioned Chest out of the Great Cabbin, said to have contained Valuable to a large Amount; that the said Chest, this Deponent thinks, must have forced its way out of one of the port holes by the violence of the Ships motion and her laying down on her larboard side, almost on her beam ends — that the said box of Jewels was said to be in that Chest which the Captain had the misfortune to lose during the Gale — that the said Chest to this Deponents Knowledge was well secured in the Great Cabbin, but thinks it was impossible to have it, as all their attention was taken up for the Preservation of the Ship and their own lives — That he does not know nor has he ever heared that the said Box of Jewels was removed during the Voyage from the place where it was first deposited to any other — and this Deponent saith not more to this Interrogatory

3d To the third Interrogatory this Deponent saith he was a Helmsman on board of the said Ship Royal Admiral, on her voyage from Bengal to this Port — and further he saith not to this nor to the last Interrogatory

Henry Crawford Examiner Joseph Manuel

Roger Carter Esqr
James Black
Daniel Lawrence
Robt Hobson
Capt Willm Richardson
Gasper Fernandes
Antonio Ribeiro
Guelhermo Piris
Joseph Manuel
Germano D'Vass

Interrogatories to be Administred to such Witness as shall be Produced, Sworn and Examined in A certain Cause depending and at Issue in the Honorable the Mayor's Court at Madraspatnam Wherein Neelacanta Tacoor of Madras Merchant is Complainant And John Rossing of the Ship Royal Admiral Commander is Defendant On the part and behalf of the Defendant

Interr. 1st Do You or do You not know the Parties Complainant and Defendant in the Title of these Interrogatories named? if You how long have You Known them or either and which of them Declare?

To all the Witnesses

James Black
Danl Lawrence
Robt Hobson
Wm Richardson

2d Do You Know or do you not know or have You heared the Defendant have received a percell of Jewels at Calcutta to be shipped on board of the Ship Royal Admiral under the Command of the

heard that the Defendant did Ship on board of the said Ship the aforementioned Jewels? if Yea Do you know or do You not know whether such said Jewels was on board of the said Ship Royal Admiral at the time she was at Sea? if Yea, Do You or do You not know how and in what manner the said Jewels were secured or how deposited? if Yea Do you or Do You not know how such Depository was secured? if Yea the manner in such Depository was secured And whether to the best of Your Knowledge, you would or would not, have Deposited Merchandize, of the like quality, in the same manner or how otherwise Particularly setforth and Declare and the whole you know touching or Concerning this Interrogatory to the best of Your Remembrance, Knowledge and Belief Setforth

Same ..... 3d ..... Was You or was you not on board of the Ship Royal Admiral on the 24th day of April in the Present Year 1768 — If Yea, Do You or do You not know whether the said Ship Royal Admiral met with any and what bad Weather on that Day? if Yea, Did or did not the said Ship Royal Admiral Sustain any Damage in her Hull Masts and Rigging, also any and what part of her Cargo? If Yea, Do You or do you not or have you heard that the Defendant did or did not suffer or sustain some loss on board of the said Ship? if Yea, Do You or do You not know what Loss or Losses the said Defendant did sustain, if Yea, to what Amount? Do You or do You not know whether any and what Damage was done in the Great Cabbin of said Ship and do You or do You not know whether any and what things floated out of the said Cabbin if Yea, whether out of the Cabbin Windows, Port holes or how otherwise as You believe or imagine? Do You or do You not know whether the aforementioned Jewels entrusted to the care of the said defendt was lost? if Yea whether such Loss was Occasioned by the said Ship's Meeting with bad Weather or how otherwise setforth the whole You know touching or Concerning this Interrogatory to the best of Your Knowledge Remembrance and Relief Declare

4th

Roger Carter and to all the Witnesses } 4th ..... Do You or do You not know the Character of the Defendant John Rossing? if Yea setforth the same respecting his Credit and how long You have known him to the best of Your Knowledge and belief

To all the Witnesses ..... Do You know or can You setforth any other Matter or thing to which You have not been Particularly Interrogated, that may tend to the Advantage and Benefit of the Defendant? If Yea setforth the same to the best of Your Knowledge, Remembrance and Belief

Chas. Bromley
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Neelacanta Taccoor of Madras Complainant and John Rossing Commander of the Ship Royal Admiral Defendant

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

Roger Carter Esqr late Governor of Fort Marlborough on the West Coast of Sumatra, but now residing at Madras Aged 40 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Defendant was on the 18th day of July 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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

2d ..... To the Second Interrogatory this Deponent saith that the Defendant Captain John Rossing hath, since his knowledge of him, always borne a far and honest Character, and during the time this Deponent was at the West Coast, the said Defendant, who was there in the Company's Sea Service, wer behaved in such a manner, as to give him Perfect Satisfaction and further he saith not to this, nor to the last Interroga-

-tory

Interrogatory

Henry Crawford

Roger Carter

Examiner

Mayor's Court at Madraspatnam

Between Neelacantauker of Madras Merchant, Complainant and John Rossing Commander of the Ship Royal Admiral Defendant

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

James Black Mariner Aged 49 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15 day of July 1768 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conocapah 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 hath known the Defendant 3 Years or thereabouts, but hath no knowledge of the Complainant

6d 2 To the Second Interrogatory this Deponent saith that he did hear at Bengal of a Box of Jewels which was to have been Shipped on the Royal Admiral that he cannot say the said Box was actually Shipped, but only heared the Defendant say that it was, that he was informed by the said Defendant that the Box of Jewels was in a Chest of his in the Great Cabbin, which was afterwards, with several other things washed out of it in the Gale of Wind this Deponent thinks the said Chest was well secured in the said Cabbin, and that he would have secured a Chest of his own in the same manner and more

3 To the third Interrogatory this Deponent saith that he was on board of the Ship Royal Admiral on the 24th day of April last on which in the Morning the Ship was taken aback with a hard Gale which laid her upon her beam ends that they were obliged to cut away her Main and Mizen Masts to right her which she did with three feet Water in her hold that some part of the Company's Rice was damaged by the said Gale, and that the defendt did sustain a very heavy loss thereby in having several Chests and other things washed away out of the Great Cabbin, and among them the Chest in which he said was the box of Jewels, which he took upon freight that these things this Deponent imagines must have floated out of the Port holes during the said Gale, as they were to his knowledge there just before it, and were missing immediately after this Deponent cannot take upon him to Declare whether the said Box of Jewels was really lost, but is certain the Chest in which the Defendant said it was washed out of the Great Cabbin. and this Deponent saith not more to this Interrogatory

4th To the fourth Interrogatory this Deponent saith that he hath always heared the best of Characters of Captain Rossing the Defendant, and hath found him since his Acquaintance with him, Extremely just and fair in all his dealings and looks upon him to be a very honest Man further this Deponent saith not to this nor to the last Interrogatory

Henry Crawford

James Black

Examiner

Mayor's Court at Madraspatnam

Between Neelacantauker of Madras Complainant and John Rossing Commander of the Royal Admiral Defendant

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

Daniel Lawrence Mariner Aged 20 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was

was on the 23d day of July 1768 shewn at the Office of Mr. John Sykes Atty for the Complainant by Conocapah 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 hath known the Defendt 2 Years or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith that he never heared of a Jewels being Shipped on board the Royal Admiral at Calcutta by the Dep nor knows nothing Concerning them — and further saith not to this Interr

3d ..... To the third Interrogatory this Deponent saith that he was on board the said Ship Royal Admiral on the 24th of April last that they met with a Violent squall of Wind, early in the morning of that Day, which obliged them to cut away the Main and Mizen Masts and all the Rigging and sails on them — that great Part of the Company's Rice was Damaged together with Some Bales of Raw Silk — that the Defendant did sustain a Loss by the Gale, but to what amount this Deponent cannot say — that in the Great Cabbin one of the Ports was knocked off the hinges, and the Bulk head of this Deponents Cabbin which was adjoining to the Great Cabbin, was beat down by the violence of the Water — that a Chest of Cloaths, and another of Medicines floated out of the Port holes of the Great Cabbin as this Deponent imagines they being missing after the Gale — that the Jewels abovementioned the Defendant said, were in the said Cloaths Chest at the time the same was washed away out of the Great Cabbin during the Gale — more this Deponent saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that the Defendant hath always borne the Character of a careful, sober Man, since his Knowledge of him — and more this Deponent saith not to this, nor to the Last Interrogatory

Henry Crawford
Examiner

Danl. Lawrence

Mayor's Court at Madraspatnam

Between Neelacantauker of Madras Merchant Complainant and John Rossing of the Ship Royal Admiral Commander Defendant

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

Robert Hobson of the Ship Royal Admiral Mariner, Aged 23 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Defendt was on the 16th day of July 1768 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conocapah 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 hath known the Defendt 12 Months or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith he does not know, but did hear of a Box of Diamonds which the Defendant Shipped on board the Royal Admiral on freight, being lost during a Gale of Wind they had at Sea as the said Defendant told him after the Gale — that he never saw the said Box of Jewels, and knows nothing Relative thereto but what the Defendant mentioned Concerning it after the said Gale of Wind, that it was lost during it in a Chest which stood in his Great Cabbin and which was washed out of it — that the said Chest and every thing else in the Great Cabbin was well Secured and cleated down and it may be Supposed such a place was as Secure for the Box of Jewels as any in the Ship — and this Deponent saith not more to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he was on board the said Ship Royal Admiral on the 24th day of last April, when the abovesaid Gale of Wind came on, early in the Morning at or rather before day break — that the squall took her all aback & laid her down upon her larboard beam ends, which obliged them to cut away the Main

of the Company's Vice was Damaged, and that he heard the Defendant say he lost by the Gale to the value of eleven thousand Rupees in a Chest which was washed over board during the Gale — that he cannot now remember what things in Particular were Washed out of the Great Cabbin besides the Chest which was supposed to be washed away out of one of the Port holes of the said Great Cabbin — that the Defendant said the Box of Jewels was in the said Chest, and therefore cosiquently lost with it — further this Deponent saith not to this nor to the last Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that the Defendant always bore the Character of an honest Man, since he has been acquainted with him; and that he has never had any reason to imagine otherwise of him, and more he saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Robert Hobson

Mayor's Court at Madraspatnam

Between Neelacantauker of Madras Merchant Complainant and John Rossing of the Ship Royal Admiral, Command, Defendant

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

William Richardson of the West Coast of Sumatra, Mariner, Aged 29 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 15th day of July 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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 hath known the defendant

the Defendant in this Cause, when at Ingellee in the River of Bengal shewed him a small parcell which he said Contained Jewels, and which was freighted on board for Madras but he did not see it afterwards when at Sea, nor can he say in what manner it was deposited or secured, he never having seen it since the time the Ship was at Ingellee in the said River and more this Deponent saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he was on board the Ship Royal Admiral on the 24th day of April last, on which they met with a very hard squall of Wind that it occasioned the Main and Mizen Masts of the said Ship being cut away to save her from foundering, besides Carrying away a good deal of the Rigging breaking of the Rudder Wheel, and some of the Bolts of the Chains being wrenched — that this Deponent cannot say what part of the Cargo of the said Ship was damaged by the Storm, being only a Passenger on board but he heard the Defendant Complain that Several Chests of value had been washed away out of the Great Cabbin, which this Deponent know to have been there before the Gale, and their disappearing just after it that the said Defendant complained much of the loss he had sustained by the said Gale; but to what amount this Deponent knoweth not that to his knowledge there was a Chest a Medicine Case, and a Box of Prints of the Defendants which he imagines must have floated out of the Port holes of the Great Cabbin — but he cannot say the aforementioned Jewels were lost during the Storm, only by what Captain Rossing hath since declared, that they were — and this Deponent further saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith he hath known the Defendant about 5 Years in all which time, he hath ever been the Character of an honest man, and he hath never heard any thing to his Prejudice, or discredit — further this Deponent saith not to this nor to the last Interrogatory

Henry Crawford

Richardson

Mayor's Court at
Madraspatnam

Between Nedacantaukker of Madras Merchant Complainant and John Rosing Commander of the Ship Royal Admiral Defendant

Deposition

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

Gaspar Fernandes of the Ship Royal Admiral Helmsman Aged 30 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Defendant was on the 15th day of July 1768 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conecapah 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 followeth

1 ..... To the first Interrogatory this Deponent saith he hath known the Defendant 6 Months or thereabouts, but hath no Knowledge of the Complainant

2 ..... To the Second Interrogatory this Deponent saith not to any question enquired of him in this Interrogatory

3 ..... To the third Interrogatory this Deponent saith that he was on board the Ship Royal Admiral on the 24th day of April last that about 4 or 5 o'Clock in the morning of that day very violent squall came on of sudden which had like to have foundered the Ship, and obliged them immediately to Cut away the Main and Mizen Masts to ease her — that the Ship was much hurt in several Places by the Masts going over the side, and the Loss of some of the Company's Carriage Guns which fell over board — that some of the Rice on the Larboard side, was damaged by the Ships laying along on that side untill she was Disingaged of her Masts that he cannot say what the Defendant suffered on this Occasion, or what loss he met with in Particular but it was said among them, that he on that day, lost the Labour of seven Years — that he does not know what damage was done in the Great Cabbin of the said Ship or whether any thing floated out of it during the Storm, only that whilst it continued

this Deponent and another Helmsman were Called into the Great Cabbin by the Captain to fasten a Chest that had got Loose by the motion of the Ship, which having done, they came out without being able to do some what Damage had been done there — and this Deponent further saith not to this Interrogatory

4 ..... To the fourth Interrogatory this Deponent saith that since he entered into the Defendants Service he has been always treated well by him and that he bears an universal good Character among them all — more this Deponent saith not to this, nor to the last Interrogatory

Gaspar Fernandes

Henry Crawford
Examined

Mayor's Court at
Madraspatnam

Between Nedacantaukker of Madras Merchant Complainant and John Rosing Commander of the Royal Admiral Defendant

Deposition

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

Antonia Ribeira of the Ship Royal Admiral Helmsman Aged 25 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 22 day of February 1768 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conecapah 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 hath known the Defendant 2 Years or thereabouts, but hath no knowledge of the Complainant

2 ..... To the Second Interrogatory this Deponent saith he did not hear of any Jewels being Shipped at Calcutta on board the Royal Admiral by the Defendant, nor can he Declare whether the said Jewels were at Saint George when the said Ship left that Coast the Gale of Wind they met with but heard the said Ship that since the Gale of Wind they met with the Defendant

did lose some Jewels in a Chest which was washed over board during the said Gale out of the Great Cabbin — that after they came to sea, the said Defendant Ordered this Deponent and another of the Helmsman named Gapar, to secure all the Chests and Boxes in the Great Cabbin, which they did and that one Chest in particular was better Secured than the rest by the Complains direction, it Containing as he said, things of great value that the said Chest was made fast with two Cleats at the Bottom, and tyed with Cords at the Rings or handles to two other cleats fixed to the side of the Ship — and more this Deponent saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith that on the 24th day of April last the Royal Admiral did met with a sever Gale of Wind early in the Morning which Occasioned two of her Masts being cut away with some of the Rigging, and carried away the Railing on the Larboard Side, on which the Masts fell — that a good quantity of the Company's Rice together with several Bales of Silks belonging to the Officers of the Ship, were damaged by the Gale that the Defendt lost a Chest of great value, besides Several other things all which were washed out of the Port holes of the Great Cabbin during the said Gale but he cannot declare whether any Jewels in Particular were then lost or not, and further this Deponent saith not to this Interry

4th ..... To the fourth Interrogatory this Deponent saith that the Defendt hath always borne a very good Character since he hath known him and his usage of all the Ships Crew in general is such that he is much beloved by them — and this Deponent saith not more to this nor to the last Interrogatory

The Mark + of Antonio Ribeira

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Neelacantauker of Madras Merchant Complainant and John Rossing of the Ship Royal Admiral, Commander Defendt

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

Guelhermo Piris an Helmsman of the Royal Admiral, Aged 48 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Defendant was on the 26th day of July 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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 hath known the Defendt 6 Months or thereabouts, but hath no knowledge of the Complainant

2d ..... To the Second Interrogatory this Deponent saith, that at the time they left Bengall, he did not know or hear that any Jewels were Shipped on the Royal Admiral but on their Passage, and some time before the Storm, some of the Helmsman were ordered to secure, and make fast the said Chests and Boxes in the Great Cabbin, when this Deponent heard from them, that one of the said Boxes was of Great value it Containing Gold Mohurs and Precious Stones — That the Morning after the Storm this Deponent and some other of the Helmsman went to See if every thing was secure in the Great Cabbin, when they found every thing there floating in the Greatest disorder and Missed the Box which was said to be of value, and which they concluded must have been Washed out of one of the Port holes of the Great Cabbin during the Storm — and this Deponent saith not more to this Interry

3d ..... To the third Interrogatory this Deponent saith, he was on board of the said Ship on the Morning of the Storm, that she lost two of her Masts and some of her Rigging — that some Rice and some Bales of

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 hath known the defendt 7 Months or thereabouts, but hath no knowledge of the Complainant

2d To the Second Interrogatory this Deponent saith that he never heared of any Jewels which the Defendant shipped on board the Royal Admiral at Calcutta on freight, untill after the Storm they met with just before their Arrival at Madras when it was said on board, that the Captain among other othings had lost a Box of Jewels of value in the said Storm further this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith that he was on board the said Ship on the 24th of last April on which they met with a severe Gale of Wind which Occasioned the loss of two of her Masts, besides Suffering much in her Regging That some Rice and Bales of Pieces Goods were Damaged by the Storm that he does not know what loss the Defendant Suffered but it was reported he had lost a box out of the Great Cabbin said to Contain in value some thousand of Rupees, which Box he hared went out of one of the Portholes which had been broke open in the Gale, and more this Deponent Saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent saith he heared a very good Character of the Defendant before he entered into his Service, and have since found him to be a Man every way Answering his Charater and this Deponent saith not more to this nor to the last Interrogatory

Henry Crawford
Examiner

G. D. Vass

On this day being the Twenty Eighth day of April in the Year of our Lord 1768 I Charles Bromley Notary Publick dwelling and Practising at Fort St George in the East Indies by lawfull Authority duly admitted and Sworn did receive a Letter from John Rossing of the Ship Royal Admiral Commander dated the Twenty seventh day of April One thousand Seven hundred and Sixty eight from on board

wherein he declares that, on the Twenty fourth Instant about five o'Clock in the Morning, he was suddenly over taken with a most Violent Storm of Wind, at the Distance of about One Degree East of Madras, that obliged him to cut away the Main and Mizen Mast in Order to save the said Ship & her Cargo

Wherefore, at the request of the said John Rossing, I the above said Notary do Protest against the said Wind and Weather for all such Damages and Losses as the said Ship Royal Admiral and her Cargo may have Suffered by reason and Means of the above said Premisses

Thus done and Protested in Fort St George the Day and Year above Mentioned

Chas. Bromley (L.S.)
Not. Publick

Fort St George 13th July 1768

Examined and Compared with the Register and Attested to be a true Copy by Me

Chas. Bromley
Notry Publick (L.S.)

Mayor's Court at Madraspatnam

Tuesday the 9th Day of August Anno Domini 1768

Present

(L.S.) Charles Smith Esquire Mayor
John Debonaire Thomas Powney
and Edward Stracey Aldermen

Between Nelonta Tacoor otherwise Nellacontauker of Madras Merchant Complainant and John Rossing Commander of the Ship Royal Admiral Defendant

This

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 Complain^t, The Interrogatories and Depositions on the Part of the Defendant, One Exhibit on the part of the Defendant, One Exhibit on the part of the Defend^t On hearing the Pleadings made Use of by the Attornies and on due Consid=eration had thereon It appearing to the Court from the Evidence Produced that the Box of Rings sued for, were not lost through the Neglegince or Care=lessness of the Defendant, and, as the Defendant, who bears an Unexcep=tionable good Character, Swears in his Answer, that they were Deposited in a Chest, which Contained Cash, and other valuable Effects to a great amount, belonging to himself, which Chest appears to have been Carefully belonging to himself, which Chest appears to have been Carefully cleated and lashed down to the Deck of the Great Cabbin, and which during the Storm broke loose and was washed over Board 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

Pr Cur

Read and filed
31st May 1768

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Geraldo Gonsalves of Madras Writer That Namecarah Cundapah Chitty of Madras Merchant stands indebted unto Your Orator in the full and just Sum of thirty Pagodas and

Sterling Money of Great Britain Accounting every Pag^a Eight Shillings the Sum of Twelve Pounds and five Shillings or thereabouts As will morefully and at large appear by an Account Current and Transfer thereof hereunto annexed for the inspection of this Honble Court which was Assigned Over to Your Orator by Veerah Permaul of Madras Dubash 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 Amic=ble manner requested Payment from the said Namecarah Cundapah Chitty of the said Sum of thirty Pagodas and Twenty Seven fanams.

But now so it is May it please this Honorable Court the said Namecarah Cundapah Chitty Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction tou=ching 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 Namecarah Candapah Chitty May upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again repeated and Particularly Interrogatoryed and that He may be Decreed to pay unto Your Orator the Aforesaid Sum of thirty Pagodas and twenty Seven fanams 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 Namecarah Cundapah Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court Prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble shall Seem Meet

Dr Namecarah Cundapah Chitty
in Account Current With Veerah Pumaul the Same former Cr

1768					1768				
April	17	To My Brokerage on Pagodas 137.41.26 being the Amount of 26 Guinea's 14 Marcalo and 5 Mean Price Sold @ 50 Cash @ 1 Guinea and @ 1 Same in Credit Pagodas		30	27	17 April By Ballance		30	27
		Pagodas		30	27			Pagodas	30 27

Fort St George 17 April 1768
Errors Excepted
Pp 2877 03 00

Knowall Men by these Presents that I Veerapermaul of Madras Dubash for and in Consideration of a Promissary Note of hand to Me given by Geraldo Gonsalves of Madras Writer for the Sum of Twenty Seven Pagodas Current Money of Madras Payable Six Months after the Date thereof Do hereby Assign and Set Over unto the said Geraldo Gonsalves to his own Proper Use without any Account to be given for the same the Sum of Thirty Pagodas and Twenty Seven Fanams together with all the Interest that now is or may hereafter became Due thereon as appears by the above Account Current and all my Right Title Interest Claim and Demands whatsoever in and to the same and Do Give and Grant unto the said Geraldo Gonsalves 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 & I the said Veera Pumaul do further Covenant and Agree to and with the said Geraldo Gonsalves that the said Sum of Thirty Pagodas and Twenty Seven Fanams as justly due and owing to Me from Namecarah Cundapah Chitty and that I have not Received the same or any part thereof In

Eighth day of May In the Year of our Lord One thousand Seven hundred and Sixty Eight

2877 03 00

Signed in Presence of

Mayor's Court at Madraspatnam

Tuesday the 16th Day of August Anno Domini 1768

Present

Charles Smith Esquire Mayor
Peter Mariette — Thomas Bowrey and
Edward Stracey — Aldermen

Between Geraldo Gonsalves of Madras Writer Complainant and Namecarah Cundapah Chitty of Madras Merchant Defendant

Mayor's Court

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 do the Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Thirty Pagodas and Twenty Seven Fanams Pagodas 30.27 Together with such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

By Court

Dr Namecarah Cundapah Chitty ---- Cr
in Account Current With Cavrah Pursuant this Same forrer

1768				1768			
April	17	To My Brokerage on Pagodas 134 ¼ 11 ½ 26 being the Amount 12th Current Ins Marcal & Ind 5 ½	30 27 ½	April	17	By Ballance	30 27 ½

Court at Madraspatnam

Tuesday the 16th Day of August Anno Domini 1768

Present
Charles Smith Esquire Mayor
Peter Maruitte — Thomas Powney and
Edward Stracey — Aldermen

Between Thomas Pilling and John De Jonie of Fort Saint George Merchants Complainant and Andriapah of Madras Dubash Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rule to Answer the Complainants Bill but wilfully and obstinately refusing so to do this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One hundred and forty Pagodas 140 ¼ together with such Interest as now is or shall hereafter become Due thereon until full payment is made also all Costs of this Suit

Plus

to be and appear before this Honble Court personally and apprised thereof and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley
Attorney for the Complainant

Mayor's Court

L.S

Mayor's Court at Madraspatnam

Court at Madraspatnam

Complainant ... Defendant

Order ... Pagodas ... Fanams ... Chuckrums ... Cash ... Rupees ... Sicca Rupees ... Shillings ... Pence ... Sterling ... Pagodas ... Rupees ... Note of hand ... Seventeenth day of January ... One thousand Seven hundred and Sixty Eight ... Andriapah ... Andriapah ... Principal Sum of One hundred and forty Pagodas ... Interest after the Rate of Nine per Cent per Annum ... twenty days after the date ... of the said Note of hand And Whereas Your Orator hath frequently and in an amicable Manner Requested payment from the said Andriapah

But now wit it is and may it please this Honorable Court the said Andriapah obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the premises Your Orator prays a Genral Relief as he to this Honorable Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Andriapah 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 One hundred and forty Pagodas 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 Andriapah to be Summoned and Required by the Sheriff of Fort Saint George ... Merchants ... Defendant ... Dubash ... Madras ... Pagodas ... Fanams ... Chuckrums ... Cash ... Rupees ... Sicca Rupees ... Shillings ... Pence ... Sterling ... Pagodas ... Rupees ... Note of hand ... Seventeenth day of January ... One thousand Seven hundred and Sixty Eight ... Andriapah ... Andriapah ... Principal Sum of One hundred and forty Pagodas ... Interest after the Rate of Nine per Cent per Annum ... twenty days after the date ... of the said Note of hand And Whereas Your Orator hath frequently and in an amicable Manner Requested payment from the said Andriapah

Filed 12th Feby 1768
Read 16th Do

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles Smith of Fort Saint George Esquire that Sydaporam Andiapah of Madras Merchant stands indebted unto Your Orator in the full and just Sum of Nine hundred and thirty five Pagodas Twenty fanams and forty three Cash Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of three hundred and Seventy four Pounds three Shillings and upwards as the Ballance of an Account Current hereunto annext for the Inspection of this Honble Court and Whereas Your Orator hath frequently and in an amicable Manner Requested Payment of the said Sydaporam Andiapah

But now so it is and may it please this Honble Court the said Sydaporam Andiapah obstinately and wilfully Refuses to give Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Sydaporam Andiapah 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 Interrog. and be Decreed to pay unto Your Orator the aforesaid Sum of Nine hundred and thirty five Pagodas Twenty fanams and forty three Cash with all such Interest as now is or shall hereafter Grow due thereon also all Costs of this

May it please this Honorable Court to Cause the said Sydaporam Andiapah 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

to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet

Charles Bromley
Attorney for the Complainant

12th February 1768

This Bill was shewn to Me Between the Day of Adjournement Let a Summons issue

Peter Mariette
Senior Alderman

Dr. Sydaporam Andeapah Cr.

1767 April 27th	To Cash lent upon Your Bond of this date at 8 ℘ Cent ℘ Annum	1567	26	70	1767 July 27th	By Cash Received in part of Your Bond	700	"	"
Dr. 31st	To Interest on Pagodas 1567 26.70 from 7th April to this Day being 8m 23d @ 8 ℘ Cent ℘ Annum	91	22	37	Dr. 31st	By Interest on Pags 700 from 27 July to this day being 5 3 @ 8 ℘ Cent	23	28	64
							723	28	43
						By Ballance	935	20	43
	Pagodas	1659	13	27		Pagodas	1659	13	27

Fort St George 31st December 1767
Errors Excepted
℘ Charles Smith

Mayor's Court at Madraspatnam

Tuesday the 16th day of August Anno Domini 1768

Present
L.S. Mr. Peter Mariette Senior Alderman
Thomas Powney and Edward Stracey
Aldermen

Court

Between

Between Charles Smith of Fort Saint George Esquire Complainant and Sydaporam Andeapah of Madras Merchant Defendant

It appearing by the Records of this Court that the Defendt hath been served with the Usual Rules to Answer the Complainants Bill but willfully 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 Nine hundred and thirty five Pagodas, twenty fanams and forty three Cash (Pagodas 935„ 20 43) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Filed 8th } Aug 1768
Read 9th }

To the Hon'ble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Hon'ble Court Your Orators William Weekes late of Madras Mariner by his Attorney Thomas Chambers of Fort Saint George Gentleman and Nazarett Satur also of Madras Merchant That George Smith of Fort Saint George Merchant stands Indebted unto Your Orators in the full and just Sum of Fourteen thousand five hundred and twenty Eight Pagodas and twenty four fanams Curr. Money of Madras Making Sterling

of Five thousand Eight Hundred and Eleven Pounds Eight Shillings and Six pence or thereabouts As will more fully and at large appear by an Account Current hereunto Annexed for the Inspection of this Hon'ble Court and which Your Orators pray may be Admitted as part of this Your Orators Bill of Complaint for that Whereas Your Orator did on the Thirtieth Day of March in the present Year of Our Lord One thousand Seven hundred and Sixty Eight Sell unto the said George Smith a Ship called the Saint Jacob of the Barthen of Eight hundred Tons or thereabouts And which was then in Madras Road together with all the Masts, Sails, Yards, &c. to the said Ship belonging or Appertaining for the Sum or Price of Twenty One thousand Pag. Curr. Money of Madras to be paid to Your Orators or their Order by the said George Smith as follows, Viz.t One third thereof in Ten days from the said thirtieth day of March, One third in Ten days from the Delivery of the Cargo of Timber and Plank that was then on Board the said Ship & the remaining third within Six Months from the date thereof for which last third the said George Smith was to give a Bond payable to Mr. Shamier Sultan with Interest at Eight P Cent P Annum, there were also several other Articles and Conditions mentioned and made with regard to the Landing the said Cargo of Timber and Plank &c. which were reduced into Writing And which will more fully and at large appear by the said Agreement Under date the said thirtieth day of March and ready to be produced for the Inspection of this Hon'ble Court when required, and Your Orators further Shew unto this Hon'ble Court that there having since the making of the said Agreement been some Disputes between Your Orators and their Creditors relating to the said Ship and Cargo the said Matters have remained Unsettled And the said Sum of twenty One thousand Pagodas has remained in the Hands of the said George Smith Notwithstanding Your Orators Executed a Bill of Sale of the said Ship to the said George Smith bearing date the second day of April

Custody and Ready to be produced to this Honble if required in Consider-
-ation whereof the said George Smith Agried to pay Interest for Fourteen
thousand Pagodas the two first payments thereof from the third day of June
last, & Your Orator further Sheweth unto this Honble Court that they did on the
Eighth day of July last give an Order in Writing to the said George
Smith to pay the Money Arising from the Purchase of the said Ships as
aforesaid with the Interest due thereon unto the said Shamier Sultan
and Miguel Joannes of Madras Merchants or their Order But
the said Shaumier Sultan Declining to Act in the said Affair or
Receive or give a Discharge from the said Money according to the said Order
the said George Smith Alledged that he did not think himself Safe in paying
the said Money to the said Miguel Joannes and taking his Receipt
for it only as the said Order was to him and the said Shamier Sultan
Jointly And therefore refused paying the said Money or giving the
said Bond according to the said Agreement And your Orator William
Wilkes having left Madras and appointed the said Thomas Chambers
his Attorney the said Thomas Chambers and Nazaret Sattur did on
the fifteenth day of the said Month of July give another Order to the
said George Smith to pay the Amount of the said Purchase Money to the
said Miguel Joannes or his Order Which Order the said George
Smith also refusing to Comply with the said Shaumier Sultan on
the Twenty fifth day of the said Month of July in Order to confirm
the said first Order and make the same as Valid for the payment of the
said Money to the said Miguel Joannes only as to the Jointly did
on the Back of the said first Order Renounce all the right power
and Authority Vested in him by Virtue thereof with regard to the
Receiving of the said Money and every or any part thereof And
did thereby Declare that he had not Received or would receive
the same or any part thereof As will more fully and at large appear
by the said Order and the said Indorsement in Your
Orator's Custody and Ready to be produced to this Honorable

Honble Court that they Conceive that in Consequence of the said Indorsement
made on the back of the said Order by the said Shaumier Sultan the Sole power
and Authority given to and Vested in the said Shaumier Sultan and
Miguel Johannes by the said Order did Devolve upon the said Miguel
Joannes Seperately and only as if the said Shamier Sultan had not been Named
or Joined in the said Order And that he had an Undoubted Right & Authority
to Receive and give the said George Smith a Discharge for the said Amount
And therefore that the said George Smith ought with the greatest propriety
and Safety and ought to have paid the said Amount to the said Miguel
Joannes in Pursuance thereof And both the said Miguel Joannes and
Your Orator William Wilkes by his said Attorney And Your Orator
Nazaret Sattur did frequently and in an Amicable Manner apply
to the said George Smith and Request him to pay the said Sum of Fourteen thousand
five hundred and twenty Eight Pagodas and Twenty four Fanams to the said
Miguel Johannes And also to give a Bond for the Remaining Sum of Seven
thousand Pagodas According to the said Agreement But now so it is
May it please this Honble Court the said George Smith Obstinately and
wilfully refuses to Comply with Your Orator and the said Miguel Joannes
Just and Reasonable request or to give Your Orator any Manner of Satis-
faction touching the Premises Your Orator therefore prays a general Relief
as to this Honble Court shall appear Agreable to Equity and good
Conscience To the End therefore that the said George Smith may upon
his Corporal Oath full true Direct 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 Particularly Interrogated And that he
may be Decreed either to pay unto Your Orator or to the said Miguel
Johannes the said Sum of fourteen thousand five hundred and Twenty
Eight Pagodas and twenty four Fanams With all such Interest as now
is or may hereafter become due thereon And also to give Your Orator
or to the said Shaumier Sultan a Bond for the said Sum of Seven

thirtieth Day of March with Interest at Eight ℘ Cent ℘ Annum According to the said Agreement And to pay all Costs of this Suit

May it please this Honorable Court to cause the said George Smith 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 Honble 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

6th August 1768

John Sykes
Attorney for the Complainant

This Bill was shewn to Me between the Days of Adjournment Let a Summons Issue returnable Next Court day

Charles Smith
Mayor

Mr George Smith in Account Current With Willm Weeks and Nazarett Salon Cr

1 2/3 of the Amount Purchase of the Ship Saint Jacob as ℘ Agreement of this Date	14000 m m	By Ballance Due	14528 24 m
1 Interest on Do from the 3 June last to this Day is 2 Months @ 8 ℘ Cent ℘ Annum	186 24 m		
1 Expences Attending the Ship from the 2 April the time of Delivery of her, to the 4th May the time that the said Cargo was Landed as ℘ Agreement	342 m m		
Pagodas	14528 24 m	Pagodas	14528 24 m

Fort St George 3 August 1768

Errors Excepted

J. Chambers Attorney
to William Weeks

7 ue Eur + 7 11 ℘

Mayor's Court at Madraspatnam

Tuesday the 23 Day of August Anno Domini 1768

Present

L.S.

Charles Smith Esquire Mayor
John Debonaire & Reynold Adams
Aldermen

Mayor's Court

Between William Weekes late of Madras Mariner by his Attorney Thomas Chambers of Fort Saint George Gentleman and Nazuret Sattur also of Madras Merchant Complainants and George Smith of Fortsaint George Merchant Defendant

The Defendant's Attorney 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 Complainants the full and just Sum of fourteen thousand five hundred and Twenty Eight Pagodas and Twenty four fanams (Pagodas 14528.. 24 ..) together with such Interest as now is or shall hereafter become due thereon untill full payment is made And it is further Ordered and Decreed that the Defendant shall execute a Bond to the Complainants for the Sum of Seven thousand Pagodas (Pag.s 7000) to be dated the thirtieth day of March last, Payable with Interest after the Rate of Eight p Cent p Annum in Six Months from the Date thereof and the Defendant shall pay all Costs of this Suit

p Cur

To the Honorable the Mayor's Court at Madraspatnam

Read and filed March 31st 1767

The Humble Petition of the Reverend Fre Bernardo and Francisco de Siqueira Pixoto Executors to the Estate of Francisco Xavier Deceased

Sheweth

That the said Francisco Xavier, a little before he died did make and Execute his last Will and Testament, in Writing bearing date the second day of June which was in the Year of Our Lord One thousand Seven hundred and Sixty four, and did therein give devise, and bequeath, sundry Legacys; And in which to his four Sons and Daughters Mathias, Francisco Anna, and Agostinha, the Sum of One thousand Pagodas each, together with four Houses Situated at the Maratta Town, the Property of the said Deceased, Conditionally that tho the Children become of Age or days of Mariage, not deliver up to them the Money nor the said Houses but only the Interest, and the Rent of the same, The Deceased being sinsible that Your Petitioners as Executors, nor he Could not Possibly put the said Children equally in Possession of them by Reason of their Different Sizes, but as the Deceased's Intentions were not to dispose of the Premises on no Account He therefore hath in his said Last Will and Testament Expressly directed to give them No more then the Rents of the said four Houses, and the Interest of the Money; which said Bill Your Petrs did on the twenty sixth day of June, which was in the Year of Our Lord One thousand Seven hundred and Sixty four Exhibited the same into this Honorable Court and a Probate thereof was Granted them, the same day as by the Records of this Court may more fully appear, to which Your Petrs Pray Refference and humbly Crave that the same may be Admitted as part of this their Petition

One Miguel Joze Gomes, having married one of the said Deceased's Named Ann Xavier, but before he so married her, he was advised both by Your Petrs as Executors to the said Estate as well as by Ritta de Rozario the Mother of the said Children with the Contents of the Deceased's Last Will and Testament together with the purport of the same & permitting him to Marry the said Ann Xavier on Condition he would grant a Certificate from under his hands in Presence of Witnesses, to abide to every thing, as in the said Deceased's Will is directed, and that he shall not have the least pretention to his Wifes Dowry, but only to the Interest of the Money and to the Rents of the aforesaid four Houses with which the said Miguel Joze Gomes Readily Consented and to that Effect and purpose granted a Certificate in the Presence of two Substantial Witnesses who Attested the same, a translate of which said Certificate is hereunto annexed, for the Inspection of this Honble Court, And most humbly Pray that the same may be also Admitted as part of this their Petition, by Virtue of which said Certificate together with the said deceased's Will, Your Petitioner are of an humble Opinion, that the said Miguel Joze Gomes, tho the Lawfull Husband of the said Anna Xavier is not intitled to the Loan of his Wifes Dowry, but only to her proportion in the Intrest of the Money, and the Rent of the aforesaid Houses

Your Petitioners further most humbly begs leave to Inform this Honble Court that Tamanah Chitty Chittumbullum of Madras Merchant hath ellegally Obtained a Warrant of Execution, on one of the aforesaid Houses, under the Presumption, and Pretence that the said House is the property of the said Miguel Joze Gomes, who on the Tenth Day of December last became Bale to this Honble Court, for the Personal Appearance of Joao Godefroy De Recho, against whom the said Tammanah Chitty Chittumbullum, hath filed a Bill of Complaint and Obtained a Decree against him who together with the said Miguel Joze Gomes Absconded from the Jurisdiction of this Honorable Court, & therefore the said Tammanah Chitty Chittumbullum Unlawfully Pretends to come upon the said House to the Satisfaction of his Demand, and on which the Sheriff by Virtue of the said Warrant of Execution hath Affixed his Seals as aforesaid

Your Petitioners therefore humbly pray this Honorable Court

of from the said House and Your Petitioners be put in the Possession thereof the Benefit of the Estate, Granting them such further Relief in the Premisses together with such Reasonable Costs they have Sustained by the said ellegal Execution so Unjustly Obtained, on the said Premisses, by the aforesaid Tammanah Chitty Chittumbullum as to this Honorable Court shall seem Meet, And Your Petrs as in Duty bound.

Shall Ever Pray

James Hathaway
Attorney for the Petitioners

I Miguel Joze Gomes do hereby Acknowledge that at Present I do intend to Marry with Ann Xavier the Daughter of Francisco Xavier and Ritta de Rozario, but as to her Dowry which remains in the Hands of the Executors the Reverend Fre Bernardo and Francisco de Siqueira Pixoto as by her deceased Father's Will may appear, the same I promise not to require, and Demand either in Justice or thereout without the Knowledge and Consent of my Mother in Law, Ritta de Rozario, and of my said Wife, Ann Xavier but only the Interest, tho should I insist upon it, that then by Virtue of these Presents, My Pretentions shall be Deemed Void at Law, And which the Under Signed Witnesses themselves Can Affirm, should this be Presented to them, And do hereby Acknowledge this to have been Executed with my own free Will without the Importunities of any one all what is above Related, I declare to be true and do Sign this at Madras the 30th July 1766

Miguel Joze Gomes

Franco Anto Pimta
Cottrell Barrett

A True Translation from the Original Portugueze as near as can be by.

Francis Slaney
Port Intr

James Hathaway
Attorney for the Petrs

The Answer of Tamanah Chitty Chittum-bollom of Madras Merchant Respondent to the Petition of the Reverend Fre Bernardo and Francisco de Siqueira Pixto Executors to the Estate of Francisco Xavier Deceased

This Respondent now and at all times hereafter Saving and Reserving to himself all Benefit of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Petition Contained for Answer thereunto or unto so much thereof as He this Respondent is advised doth Materially Concern him to make Answer unto He Answereth and Saith that on or about the twenty fifth Day of November which was in the Year of Our Lord One thousand Seven hundred and Sixty Six He did Exhibit a Bill of Complaint in this Honorable Court against one Joao Godefroy De Recho then of Madras Merchant for the Sum of three hundred and forty Six Pagodas thirty Nine fanams and forty Cash and Upon two Summons being issued out of this Honble Court for his Appearance the said Joao Godefroy De Recho appeared and Offered Miguel Joze Gomes in the said Petition Named to be Bail for him in the said Suit to which this Respondent Objected as he was of Opinion that the said Miguel Joze Gomes was not Worth Double this Respondent's said demand against the said Joze Godefroy de Recho and therefore not Proper to be admitted as Bail but on or about the Tenth Day of December in the said Year One thousand Seven hundred and Sixty Six He Swear before one of the Judges of this Honorable Court that He was Worth the Double of this Respondent's said Demand after all his Debts were paid and He was an Inhabitant of Madras this Respondent was Obliged to Accept him as Bail for the said Joao Godefroy De Recho's appearance after which upon the Usual Rules being Issued for the said Joao Godefroy De Recho to Answer the said Bill of Complaint and his Neglecting so to do this Honorable Court was Pleased to Decree the said Joao Godefroy de Recho to pay unto this Respondent the said Sum of three hundred and forty Six Pagodas thirty Nine fanams and forty Cash with Interest and Costs of Suit

said Joao Godefroy De Recho Neglecting to Satisfy the said Decree this Honble Court was Pleased to Issue a Warrant of Commitment against the said Joao Godefroy de Recho which the Sheriff Returned Unexecuted as the said Joao Godefroy De Recho had absconded from the Jurisdiction of this Honorable Court And upon a Precept being Issued against the said Miguel Joze Gomes as Bail for the said Joao Godefroy de Recho as aforesaid and Returned not to be found as He had also absconded from the Jurisdiction of this Honorable Court this Honorable Court was pleased to Issue a Warrant of Execution against the Effects of the said Miguel Joze Gomes by Virtue of which the Sheriff did Seize upon a House wherein the said Miguel Joze Gomes had Lived from the time of his Intermarrying with the Eldest Daughter of the said Deceased Francisco Xavier till the time that He absconded as aforesaid and which is One of the four Houses bequeathed by the Will of the said Francisco Xavier to his Sons and Daughters therein Named and which was looked upon to be the Property of the said Miguel Joze Gomes in Right of his said Wife and which the Sheriff so Seized upon for the Satisfaction of the said Joao Godefroy de Recho's said Debt to this Respondent

And this Respondent further saith it is true that the said Deceased Francisco Xavier did Execute his last Will and Testament in Writing of such date but not to the purport Setforth in the said Petition as will appear by a Translate of the said Will hereunto annexed for the Inspection of this Honorable Court and which this Respondent prays may be admitted as part of this his Answer the Original whereof is upon Records in this Honble Court and to which this Respondent most humbly refers And this Respondent further saith that the said Francisco Xavier did Bequeath unto his four Sons and Daughters Mathias Francisco, Anna and Agostinha the Sum of One thousand Pagodas each but He did not devise the same as Setforth in the said Petition for a Devise does not Extend to a Personal but a Real Estate, which said Legacies of one thousand Pagodas each the said Testator Bequeathed to his said Sons and Daughters on the following Condition that is to say "the two Sons tho' they become in sufficient Age not to be deliver "on the Principal only the Interest but finding that their Labours are

"Unfortunates to give them from time to time some thing, but if they Proceeds
"well to Deliver up their Principal to each of them, the two Daughters
Anna and Agostinha will Annually give them the Interest of their Legacies
"when they Marries, and on the Death of either of them, If having Sons are to
"enjoy the same till the last of their Decedencys, but they have no Power to Ask or
Demand the Principal Sum with my Executors" But this Respondent saith
that what the Petitioners have in their said Petition Setforth about the said
Houses is quite false and Unjust for there is not the least Limitation in the said
Will about the Rent of the four Houses but the Limitation with regard to Rent
is the Rent of a fifth House in St. Thome which He bequeaths to Rita de
Rozario the Mother of the said Children and which is entirely out of the Question
for the House Seized and in Question is one of the said four houses which the
said Testator Bequeaths in his said Will in the following Words "Item
"I have five Houses, four in Madras and one in St. Thome, the said four Houses
"I Bequeath to my Sons and Daughters and that in St. Thome to Rita
"who is Mother of the said Children that may be rented for the Subsistance of my
Sons and Daughters," And which this Respondent humbly hopes will be
Sufficient to Convince this Honble Court of the Unjustness of the Petitioners
said Assertion Relative to the said Houses & this Respondent further
Saith that he Doubts not but that he Doubts not but that it will Plainly
appear to this Honorable Court that the said Miguel Joze Gomes said Wife
did by Virtue of the said Will become Intitled to One of the said Houses &
the Interest of her said Legacy of One thousand Pagodas and that upon her
Intermarrying with the said Miguel Joze Gomes He the said Miguel
Joze Gomes in Right of his said Wife became Justly Intitled thereto and
therefore that either the said Houses which was so Seized by the Sheriff on Acct
of the said Debt and the said Miguel Joze Gomes becoming Bail for the
said Joao Godefroy de Recho or one of the other of the said four Houses so
Given to the said Sons and Daughters of the said Francisco Xavier by his
said Will and also the Interest of the said Legacy of One thousand Pagodas
or so much thereof as will Extend to Satisfy this Respondents said demand
on the said Joao Godefroy de Recho ought to be applyed in Discharge
[illegible] humbly hopes this [illegible]

Court will be Pleased to Decree the same Accordingly, And this Respondent
further saith that he does not know any thing about the Certificate Annexed
to the said Petition nor Whether the said Miguel Joze Gomes did Execute any
Such Certificate or not but if He did this Respondent is of Opinion that the same
is of no force whatsoever to bar or Extinguish the said Miguel Joze Gomes's right
to the Interest of his said Wife's Legacy of One thousand Pagodas and One of the said
four Houses and the Rents or Profits thereof for it does not mention any of
the said Houses and only the said Legacy of One thousand Pagodas not the
Interest thereof Consequently the same ought as before mentioned to be applyed
in Discharge of this Respondents said Demand on the said John Godefroy
de Recho — This Respondent therefore most humbly Prays that this
Honble Court will be Pleased to take the Premisses into Consideration
and Order the Sheriff forthwith to put the said Warrant of Execution in force
by either Disposing of the said House so Seized as aforesaid or One of the other
of the said four Houses given to the said Sons and Daughters of the said Francisco
Xavier by his said Will as aforesaid or in Case this Honble Court should be of
Opinion that One of the said four Houses ought not to be Disposed of that they
will be Pleased to Decree or Order the Rents and Profits of One of them and
also the Interest of the said Miguel Joze Gomes said Wife's Legacy of One
thousand Pagodas to be applyed in Discharge of this Respondents said
Demand on the said Joao Godefroy De Recho And that this Respondent
may be hence Dismissed with his Reasonable Costs and Charges in this
behalf most Wrongfully Sustained —

Jno Sykes
Attorney for the Respondent

In the Name of God, Amen

I Francisco Xavier Inhabitant of Madras Actually in
Bed, but with Perfect Mind and Memory which God gave me, so
fearing of death and to Discharge my Conscience, I make this my last
[illegible] Testly I recommend my Soul to God as a true

of Rome, and in which faith I hope to be saved, I beg the Reverend father Fre Bernardo Capochin and Missionary Apostolick, and Senior Francisco De Siqueira Pixoto to be my Executors I desire my Body to be Buried in the Church of Madras and I bequeath to the said Church five hundred Pag^s for my funeral as also every three Months to make an obsequie for my Soul likewise I bequeath One hundred Pagodas to distribute for the Poors, Item I have two Sons and two Daughters Natural, whose Names are Mathias Francisco Anna and Agostinha I bequeath to each of them One thousand Pagodas for their Inheritance, on Condition the two Sons tho they become in Sufficient Age not to Deliver up the Principal only the Interest, but finding that by their Labours are unfortunates to give them from time to time some thing, but if they Proceeds well to deliver up their Principal to each of them, the two Daughters Anna and Agostinha will Annually give them the Interest of their Legacies, when they Marries and on the Death of either of them, If having Sons are to enjoy the same till the last of their Decedency, but they have no Power to Ask or Demand the Principal Sum with my Executors, to whom I desire to let this four thousand Pagodas at Interest Upon the Surest hands and if any of them dies of less Age be either Male or female those that are alive will Inherit as Prorato that is to Say the Daughters perpetually will Receive Interest of their Money and the Sons as abovementioned in case (which God for bid) should all them four Children dies the Legacy of the less Age will give to Rita One thousand Pagodas and the other three thousand to the Church for the good of my Soul Item I bequeath to the Mother of the said Children named Rita two Hundred Pag^s Item I bequeath to an Woman Called Anna Huskin living in Cannon Street in London one Hundred and twenty five Pagodas if she died to Deliver up to her nearest of Kin, If are none to Distribute to the Poors of that Parish, Item declare that my Estate being five thousand Pagodas in Ready Money, Item I have five houses, four in Madras and one in Saint Thome the said four Houses I bequeath to my Sons and Daughters and that in St Thome to Rita who is Mother of the said Children that may be Rented for the Sussistance of my Sons and Daughters and in my Godown I have about [illegible]

to the said Children, This is my Last Will and Testament &c Revoke all other Testament and Codicils before I have made and I Request that my Executors will perform what herein Contain as it is my last Will, I have Signed and Sealed before the Witnesses hereunder Signed Madras the Second day of June Anno Domini 1764.

Francisco Xavier

Witness Andrew Peter
Isaac de Monte
Joaquim Gregorio
Manoel de Silva Salgado

A True Copy of the Translate of the Original Will

John Sykes
Attorney for the Respondent

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Petitioners Fre Bernardo and Francisco de Siqueira Pixoto Executors to the Estate of Francisco Xavier Deceased wherein one Tammanah Chilly Chillumbullum Merchants is Complainant and Joze Godfrey De Recho is Defendant

To all the Witnesses 1st ..... Do You know the parties Complainant and Defendant or Petitioners in this Cause or either and which of them and how long have You so known them or either and which of them Declare

To Isaack de Monte 2d ..... Was You or was You not employed to write at any time or times a Certain Person or Persons Will and Testament If Yea by whom was You so employed what Year what Month and what day and whose Will and Testament was it and was or was not the Person or Persons that employed You in their Proper Senses at that time do You or do You not know what was the Witnesses to the same did You not see the said Person or Persons who so employed You

Sign or Seal the same and who was the Executors mentiond in the said Will and Testament the whole You know touching the Matters in Question fully and truely Declare

To Francisco Antonio Pimenta and Cottrell Barrett

Do You or do You not know the Certificate now shewn you If Yea what Certificate is it and where was it Executed and by whom and for what Reason in what Year what Month and what Day and who wrote the same and who Sign'd it and who was the Witness to the same the whole You know fully and particularly Set forth

To all the Witnesses

Do You know or can You say any other Matter or thing for the Petitioners in this Cause Set forth the same as You know have been informed or do Believe with the Reasons of such Your Knowledge or belief Declare

James Hathaway
Attorney for the Petitioner

Por Mi per min Assignado Comfes eu Miguel Jozé Gomes que de Sorgente estou para Cazar com Anna Xavier filha de Francisco Xavier e de Ritta de Rozario aqual minha espoza tem seus Dotes na Mãe de Testamenteiros o Rdo Pdre Fra Bernardo e Francisco de Siqueira Parish Como Conta do Testamento do Defunto seu Pay que nas Podeis ou Siguer com juizo nem fora dele Sem Consentimento da dita minha Sogra Ritta de Rozario e de Minha Espoza Anna Xavier se Sirvo de Ganhos ou cazo que requeira haver nas suas ou em qualquer justiça que seja Sendo este apresentado em meu Testamento Baixo a Signa do e declaro que este Mundey Passar por minha livre Vontade sem constrangimento de pessoa alguma e por todo o Possido em Verdade me asseino e Madrasta 30 de Julho de 1766

Miguel Jozé Gomes

Francisco Ant.o Pinto

Cottrell Barrett

Antonio Pimenta and Cottrell Barrett at the time of their Examinations before me, in a certain Cause now Depending in the Hon.ble the Mayors Court wherein Fra Bernardo and Francisco de Siqueira Parish Executors to the Estate of Francisco Xavier Deceased are Petitioners, Tannah Chitty Chittumbrillum is Complainant, and Jozé Godfroy de Rocha is defend.t

Henry Crawford
Examiner

Eu Miguel Jozé Gomes do hereby Acknowledge that at Present I do intend to Marry with Anna Xavier the Daughter of Francisco Xavier & Ritta de Rozario but as to her Dowry which Remains in the hands of the Executors the Reverend Fra Bernardo and Francisco de Siqueira Parish as by her Deceased Fathers Will may appear, the same I promise not to Require and Demand either in Justice or thereout without the Knowledge and Consent of my Mother in Law Ritta De Rozario and of my said Wife Ann Xavier, but only the Interest she should Receive upon it, that then by Virtue of these presents My Pretentions shall be reckoned Void at Law, And which the Under Signed Witnesses themselves can affirm, should this be Presented to them, and do hereby Acknowledge this to have been Executed with my own free Will without the Compulsion of any one and all what is above Related I declare to be true and do Sign this at Madras 30th July 1766

Miguel Jozé Gomes

Francs.co Ant.o Pinto

Cottrell Barrett

A true Translation from the Original Portuguese as near as Can be by

Francis Haney
Cler.k to Mr.

Mayors Court at Madraspatnam

Between Fre Bernardo and Francisco de Siqueira Pixoto (Executors to the Estate of Francisco Xavier Deceased) Petitioners and Joze Godfrey de Recho Defendant

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

Isaac de Monte of Madras Inhabitant Aged 66 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioners was on the 8th Day of July 1767 shewn at the Office of Mr John Sykes Attorney for the Defendant by Conocapah 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 hath known the Petitioners 30 Years and the Defendant 25 Years or thereabouts

2d To the Second Interrogatory this Deponent saith that he did write the last Will and Testament of a Person named Francisco Xavier but so long Since, that he cannot now recollect the time he can however remember that the Person was in his sinses when he made the said Will, but the Purport or Contents of the same he has now for got that one Andrew Peter who is Since dead was one of the Witnesses and Manuel Salgado, he thinks, but is not Certain, was the other Witnesses to the said Will which the Deceased Francisco Xavier put his name to in their Presence the Executors to the said Will were Padre Fre Bernardo Vicar of the Church at Madras, and Francisco de Siqueira Pixoto residing now at Madras and this Deponents further saith not to this, or to the last Interrogatory

Henry Crawford
Examiner

Isaac De Monte

Mayors Court at Madraspatnam

Between Fre Bernardo and Francisco de Siqueira Pixoto (Executors to the Estate of Francisco Xavier Deceased Petitioners, and Joze Godfrey de Recho Defendant

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

Francisco Antonio Pimenta Inhabitant of Saint Thome Aged 31 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioners was on the 6th July 1767 shewn at the Office of Mr John Sykes Attorney for the Defendant, by Conocapah 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

6d To the first Interrogatory this Deponent saith, that the Certificate now shewn to him, is an obligation given by one Miguel Joze Gomes to a female named Anna Xavier whom he was about to Marry, binding himself thereby not to make use her jointure of one thousand Pagodas without the Consent and approbation of her Mother and herself but only to use the Interest of that Sum for their maintenance this Deponent saith it was by request of the said Miguel Joze Gomes that he drew out of the Certificate, which was on the same day it is dated and he (this Deponent) and one Cottrell Barrett Witnessed the same; and further he deposeth not to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Fre Bernardo and Francisco de Siqueira Pixoto (Executors to the Estate of Francisco Xavier Deceased) Petitioners, and Joze Godfrey De Recho Defendant

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

Cottrell Barrett of Madras Inhabitant Aged 27th Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioners was on the 8th July 1767 shewn at the Office of Mr John Sykes Attorney for the Defendant by Conocapah 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

A 1 To the first Interrogatory this Deponent saith he hath known the Petitioners 2 Years, and the Defendant One Year, but has no Knowledge of the Complainant

Cd 3 To the third Interrogatory this Deponent saith that the Certificate now shewn to him was Drawn for and Signed by Miguel Joze Gomes who was then about to Marry a Young Woman named Anna Xavier purporting that he was not without the Consent and approbation of her Mother and her Self to appropriate or make use of in any Manner Whatsoever, her Moiety or legacy left her in her deceased Father's Will who, at his Death appointed the Petitioners in this Cause his Executors that the said Certificate was drawn out by one Francisco Antonio Almeida who as well as himself Witnessed the same in Madras the day the said Certificate was drawn out and Executed and further this Deponent saith not to this or to the last Interrogatory

Henry Crawford
Examiner

Cottrell Barrett

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 23d day of August Anno Domini 1768

Present

Charles Smith Esquire

John Debonaire & Reynold Adams
Aldermen

Tamanah Chitty Chittumbullum
vers
João Godfrey De Recho

Petition with a Translate of a Marriage Contract annexed Read
Answer with a Translate of a Will annexed Read
Interrogatories on the part of the Petitioners with a Marriage Contract and Translate thereof annexed Read
Three Depositions taken thereunto Read

The Matter in Dispute between the Petitioners the Reverend Fre Bernardo, and Francisco de Siqueira Pixoto Executors to the Estate of Francisco Xavier Deceased and the Respondent Tammanah Chitty Chittumbullum Coming on to be Determined this Day in the Presence of the Attornies on both Sides, on Reading the Petitioner's Petn with a Translate of a Marriage Contract annexed, the Respondent's Answer with a Translate of a Will annexed, the Interrogatories and Depositions on the part of the Petitioners with a Marriage Contract and translate thereof Annexed, on hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon It appearing to the Court that the House Seized by the Sheriff at the instance of the Complainant, is one of the Houses left by the Deceased Francisco Xavier, and which he Ordered in his last Will shall not be Sold but remains in the Hands of the Executors, and be lett by them, & the rent of them applied to wards the Maintenance of his Children It is therefore Ordered that the Sheriffs Seal shall be taken off the said House, and that the Respondent Tammanah Chitty

Chitty Chittamblum shall pay all Costs attending this Petition

&c Cur

Read and filed
30th Augst 1768

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Pilling of Fort Saint George Merchant that Severam Coopa Chitty of Madras Merchant Stands Justly and truly indebted unto Your Orator in the Principal Sum of three hundred Star Pagodas Making in Sterling Money of Great Britain after the Rate of eight Shillings for every Pagoda the Sum of One hundred and Twenty Pounds arising upon an Obligation bearing date the 1st day of February in the Year of our Lord 1764 under the hand and Seal of Augarapah Naigue late of Madras Peligar the Conditions of which Obligation will more fully appear by a reference to a Copy thereof hereunto Annexed for the inspection of this Honble Court Your Orator further Sheweth that the said Augarapah Naigue having failed to discharge the said Obligation pursuant to the tenor of the Conditions therein Your Orator did some time in the Year of Our Lord 1766 file his Bill of Complaint in this Honble Court against the said Augarapah Naigue Upon this aforementioned Obligation Your Orator further Sheweth that the said Severam Coopchitty having Offered himself as a Security for Payment of the Principal and Interest due on the said Writing Obligatory Your Orator did on the said Severam Coopchitty entering into a Cafiare Writing under date the 4th day of December in the Year of our Lord One Thousand Seven hundred & Sixty Six a Translate of which is hereunto

annexed withdraw his Bill of Complaint against the said Augarapah Naigue, Your Orator further Sheweth that he hath frequently and in a reasonable manner demanded Payment of the said Severam Coopchitty the amount of the Writing Obligatory given by the said Augarapah Naigue to Your Orator as aforesaid Your Orator further Sheweth that the said Augarapah Naigue did since his entering into the Obligation of the Year 1764

But now so it is and may it please this Honble Court the said Severam Coopchitty obstinately and Wilfully refuses to give Your Orator any Manner of Satisfaction touching the Premises though Your Orator charges that the said Severam Coopa Chitty hath frequently Promised Payment to Your Orator To the end therefore that Severam Coopa Chitty may upon his Corporal Oath true and perfect answer make to all and Singular the Matters and things herein before set forth and allledged as fully truly and effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto Your Orator the aforesaid Sum of three hundred Pagodas with Costs Interest as now is or shall hereafter Grow due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Severam Coopchitty 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 Honble Court prescribed 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

Know all Men by these Presents that I Angarapah Naigue of Madras Polligar Am held and firmly bound unto Mr Thomas Pelling of the same Place Merchant in the Penal Sum of Six hundred Pagodas Current of Madras to the true and lawfull payment whereof I do hereby bind myself my Heirs Executors Administrators and Assigns firmly by these Presents In Witness whereof I have hereunto set my hand and Seal in Fort St George this first Day of February One thousand Seven hundred and Sixty four

Whereas the above Bound Angarapah Naigue hath taken up and Received of the aforesaid Mr Thomas Pelling the full and just Sum of three hundred Pagodas Current of Madras to run at Interest at the Rate of Nine ℘ Cent ℘ Annum, for Security of which Sum I the said Angarapah Naigue have Mortgaged and Assigned and do hereby Mortgage & Assign unto the said Mr Thomas Pelling, House and Ground Containing in length from East to West eighty two feet and in Breadth from North to South Sixty two feet which Premises are Situated at Peddeenaigues Pettah in Comarapah Moodeleyar Street between the House of Murtiapah and the Ground of Vishanada Budriah & also the Butteeks and two Godowns Situated at the said Peddencieques Pettah in Conda Sawmy Pagoda Street between the Butteeks of Vishanada Budriah and Colla Singana Containing in length from North to South forty feet and in Breadth from East to West thirty feet And another 8 Cawnces of Paddy fields near Samadra Moodely's Garden

Now the Condition of this Obligation is such that if the above bound Angarapah Naigue his Heirs Executors Administrators or Assigns shall well and truely Pay or Cause to be paid unto the said Mr Thomas Pelling his Heirs Executors Administrators or Assigns the full Principal Sum of three hundred Pagodas with the Interest that shall become due therein at the Expiration of Six Months from the Date hereof But in Case the said Principal and Interest shall remain due & Unpaid after the time before limitted the same having been first lawfully demanded It is hereby Agreed that then the said Mr Thomas Pelling his Heirs &c shall and may Return to sale at Publick Outcry or otherwise dispose of the

abovementioned Premises and out of the Produce arising from such sale shall retain the aforesaid Sum of Principal and Interest Arrising thereon Returning the Surplus to the said Angarapah Naigue his Heirs &c But if the Sale does not amount to the said Principal and Interest then the said Angarapa Naigue his Heirs &c shall be Obliged to make up the diffeciency then this Obligation to become Void and off no Effect else to remain in full force and Virtue

Signed Sealed & Delivered (where no Stampt Paper is to be had) In the Presence of

Translate of an Agreement given by Severam Coopichilly to Mr Thomas Pelling Dated 4th December 1766

Whereas Kenogore Angarapa Naigue having fai[illegible] Discharge the Sum which he Borrowed from You upon his Mortgage Bond will a Bill of Sale of his House and Paddy fields I do hereby Engage myself to discharge the Principal and Interest that will become due the 30th day of March next and take up the said Mortgage Bond and Bill of Sale thus I give this Agreement with my free will and Consent

Witnesses

Diddy Vencatasawmy

Rasatty Vencata Kistnah

Drawn and Signed by Severam Coopichilly

A true Translate as near as can be from the Original Malabar Language by Cunacapah Sworn Interpreter

Charles Bromley
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 13th Day of Septr Anno Domini 1768

L.S.

Present
Charles Smith Esqr. Mayor
John Debonaire — Thomas Powney
and Francis Jourdan — Aldermen

Between Thomas Pelling of Fort Saint George Merchant Complainant and Severam Coope Chitty of Madras Merchant Defendant

Mayor's Court

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 three hundred Pagodas (Pagodas 300 .....) together with such Interest as now is or shall hereafter become due thereon untilfull Payment is made also all Costs of this Suit

Pr Cur

Edward Crooke ..... Complainant
and
Yacambrum ..... Defendant

Read and filed January 26th 1768

To the Hönble the Mayor's Court at Madraspatnam

Shew

The Humble Petn of Chintomby

That on the Nineteenth day of January One thousand Seven hundred and Sixty Eight the Sheriff by Virtue of a Warrant of Sequestration issued from this Hönble Court did Seize a House Situated in Madras with the furniture the Property of Your Petrs upon a Supposition of such house and Effects being the property of the Defendant Whereas Your Petrs shew that the same are their Property save and Except a Bedstead which is ready to be delivered to the Sheriff

Your Petitioners therefore most humbly pay that the Sheriff may be obliged to take off the Seals from Your Petrs house and Effects and grant such other Relief in the Premisses as to this Honorable Court shall seem Meet

And Your Petitioners shall
Ever Pray
Chas Bromley
Attorney for the Petitioners

Read and filed 16th February 1768

The Answer of Edward Croke of Fort Saint George Merchant Respondent to the Petition of Chintomby and Mauriapah of Madras Merchants

This Respondent 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 Insufficiencies & Imperfections in the said Petition contained for Answer thereunto or unto so much thereof as he is Advised doth Materially concern him to make Answer unto he this Respondent Answereth and Saith that he Admits that a Warrant of Sequestration Issue from this Hönble Court at the time in the said Petition mentioned at this Respondent's Suit against

Yeagumbroom the Defendant in this Cause & that by Virtue thereof the Sheriff did Seize a House Situated in Madras Which House this Respondent was Informed by the said Yeagumbroom was the Property of him the said Yeagumbroom And which was so Seized in Consequence of the said Yeagumbroom being Indebted to this Respondent in the Sum of One hundred Pagodas with Interest thereon from the first Day of April last for Securing the Payment of which Sum and Interest the said Yeagumbroom did on the said first Day of April give this Respondent a Mortgage Obligation Whereby He Mortgaged and made Over unto this Respondent his Proportion of the House Money Goods &c. that would Devolve to him of his Father's Estate or whatever He was to Possess of it a Copy of which said Obligation in English with a Translate of the said Yeagumbroom's Signature thereto And of the Names of the Witnesses to such Signature is hereunto Annexed for the Inspection of this Hon'ble Court & which this Respondent prays may be Admitted as part of this his Answer the Original whereof is in this Respondent's Custody and ready to be Produced to this Hon'ble Court when required & this Respondent further Saith that he hath been Informed that the said House so Seized as aforesaid is part of the Estate mentioned in the said Obligation and as the said Yeagumbroom Mortgaged his Proportion of the said Estate to this Respondent And as the said House is part thereof this Respondent Submits to this Hon'ble Court Whether He had not a right to Seize the same for the Satisfaction of the said Debt & this Respondent further Saith that He is entirely Unacquainted with the said House being the property of the Petitioners or that they have any thing to do therewith & this Respondent therefore hopes this Hon'ble Court will be Pleased to Order them to Produce their Title Deeds if they have any or to shew by Virtue of what Right or Title they Claim the same & Shew it became their Property & In the Meantime this Respondent most humbly Prays that this Hon'ble Court will be pleased to Order the said Seale to be Continued on the said House & in Case the said House should not appear to be the Property of the Petitioners that the Sheriff may in due time be Ordered to dispose of the same for the Satisfaction of the said Debt &

that this Respondent may be hence Dismissed with his Reasonable Cost & Charges in this behalf most Wrongfully Sustained

John Saxbee
Attorney for the Respondent

I Acknowledged to be indebted to Mr Edward Crooke the Sum of One hundred Pagodas which I promise to pay on Demand after the Expiration of Twenty Days time from the date hereof and in case of failure it bears at Nine P Cent P Annum and for Security of the same I mortgage and make over unto the said Edward Crooke my Proportion of the House Money Goods &c. that will Devolve to Me of my Father's Estate or Whatever I am to possess of Witness my Hand in Fort St George this first day of April 1767.

Yeagumbroom

Cooracan Summen
Chendra Boowheemanu Venkataramoodu
Interpreters

Exparte Chintamby & Mauziapahah

Witnesses
Perry Tomby Modelly
Chintamby Modelly
Verago Modelly
Moodu Krishnah
Tyanagum
Subramoney

Interrogatory 1st ..... Do You or do You not know the Parties Complainant and Defendant in this Cause together with Chintamby and Mauziapah Exparte Petitioners, If Yea how long have You or Known them or either of them Declare

Same ..... 2d ..... Do You or do You not know of any Disputes Depending

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Petitioners in a certain Cause now Depending in the Honorable the Mayor's Court at Madraspatnam Wherein Edward Crooke of Fort St George

Interpreted and Translated

John Saxbee
Attorney for the Respondent

the Purport of such Dispute to the best of Your knowledge and belief

Same ..... 3 ..... Do You or do You not know of a Release Discharge or Writing being Executed and Given by Yeacambram to the Petitioners If Yea what Consideration was Given for such Release and by whom, do You or do You not know the Witnesses and their Hand Writing to this Instrument or Writing shewn You at this time of Your Examination, If Yea how long have You known them or either of them and how You became acquaint to do with such their Writing setforth and Declare

4th ..... Do You or do You not know of any other Matter or thing or have You heared or can You Setforth any thing touching the Matters in question in this Cause that may tend to the Benefit or Advantage of the Petitioners If Yea Declare the same as You know, have been Informed or do believe with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

Chas. Bromley
Attorney for the Petitioners

I Acknowledge to be indebted to Mr. Edward Croke the Sum of One hundred Pagodas, which I Promise to pay on Demand after the Expiration of Twenty Days time from the date hereof and in case of failure it runs at Nine ℘ Cent ℘ Annum and for Security of the same I mortgage and make over unto the said Edward Croke my Proportion of the House money Goods &c. that will devolve to Me of my Fathers Estate or what ever I am to Possess of, Witnesses my Hand in Fort Saint George this first day of April 1767

[illegible]

[illegible]

This Paper Writing or Acknowledgement was Shewn to Cooracau Sawsem and Chedra Bowheenaw Vencatramadu at the time of their Examination before me in a Cause depending in the Hon'ble the Mayors Court at Madraspatnam, wherein Edward Croke is Complainant and Respondent, Yeacambram is Defendant &

Chintomby and Mauriapah are Petitioners this 24th day of May Anno Domini 1768

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Complainant and Yacambram of the same Place defendt on the Part of the Petitioners Chintomby & Mauriapah

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

Perry Tomby Moodelly of Madras Merchant Aged 64 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petrs was on the 21st Day of March 1768 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conocapah 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 hath known the Complainant 30 Years, and the Defendant and Petitioners 40 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, that about 10 or 12 Years since there was a Dispute between Yecambram and the Petrs his Brothers about the dividend of their Estate which dispute was Settled by the said Yacambram's giving his Brothers a full acquital in Writing to any further share or claim on the said Estate, in Consideration of 200 Star Pagodas he received from them that Notwithstanding the said Writing he them gave, he now Putends to have a right to a further Share of the Estate, but which his two Surviving brothers (the Petrs) will not allow of and more this Deponent saith not to this Interroy

3d ..... To the third Interrogatory this Deponent saith that the said Yeacambram did shew him a Cadjan Instrument which he himself drew out Containing a full Discharge for the Sum of 200 Pagodas which he had agreed to Receive of his Brothers for his Share of the Estate, by which said Writing

that the Cadjan Instrument was shewn to him by Yacambram before any Witnesses had Signed their names thereto, and he has no knowledge of either of those who have since Signed but says, he believes the Cadjan which he has now seen is the same which the said Yacambram shewed to him and further this Deponent deposeth not to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between Edward Cooke of Fort Saint George Complainant and Yacambram of Madras Inhabitant Defendant on the part of the Petrs Chintomby and Mauriapah

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

Chintomby Moodelly of Madras a Gentooply Aged 65 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petrs was on the 21st day of March 1768 Sworn at the Office of Mr John Sykes Attorney for the Respondent by Concanah 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 hath known the Complainant 6 Years and the Petitioner and Defendant 45 Years or thereabouts

6d
2 ..... To the Second Interrogatory this Deponent saith, the Defendant in this Cause did some Years since give a Cadjan writing to Tandavaroy on of his Brothers Containing a discharge in full of his Right to any further claim to share of their Estate, but that at time receiving 200 Pags from the said Tandavaroy in lieu thereof but that since the left the said Yacambram the Defendant has lately been supporting his Surviving Brothers Chintomby and Mauriapah

this Deponent saith not to this Interrogatory

2 ..... To the third Interrogatory this Deponent saith he was not an Eye Witness of the Defendants executing the Cadjan Instrument supporting to be a discharge of his right to share of his Brothers Estate as deposed by this Deponent to the 2d Interrogatory, but that the Defendant acquainted him of his having done so shortly after that he does not know either of the Witnesses who have signed as such to the Cadjan Instrument now shewn to him nor their hand Writing and this Deponent saith not more to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between Edward Cooke of Fort Saint George Complainant and Yacambram of Madras Inhabitant Defendant On the part of the Petrs Chintomby and Mauriapah

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

Veerago Moodelly of Madras a Merchant Aged 64 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioner was on the 21st day of March 1768 Sworn at the Office of Mr John Sykes Attorney for the Complainant by Concanah who left a Note of the Name Title & 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 hath known the Compt 20 Years and the Petitioner and Defendant 40 Years or thereabouts

6d
2 ..... To the Second Interrogatory this Deponent saith, that Yacambram the Defendt Acquainted him some time since that he had given to his Brothers a Cadjan Writing releasing them from any obligation to allow him a share in their joint Estate for the Consideration of 200 Pagodas Received from them at that time that the said Yacambram has lately laid his claim to a further share of the said Estate alledging the Sum he before Received was not so much as he was entitled to at that time obliged him to accept

that the Cadjan Instrument was shewn to him by Yacambram before any Witnesses had Signed their name thereto, and he has no Knowledge of either of those who have since Signed but says, he believes the Cadjan which he has now seen is the same which the said Yacambram shewed to him and further this Deponent deposeth not to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at
Madraspatnam

Between Edward Cooke of Fort Saint George Complainant and Yacambram of Madras Inhabitant Defendant on the part of the Pet^rs Chintomby and Mauriapah

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

Chintomby Moodelly of Madras a Conicoply Aged 67 Years or thereabouts being Produced as a Witness in this Cause on the part of the Pet^rs was on the 25th day of March 1768 Sworn at the Office of Mr John Sykes Attorney for the Respondent by Concapah 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 hath known the Complainant 6 Years and the Petitioners and Defendant 45 Years or thereabouts

2 To the Second Interrogatory this Deponent saith, the Defendant in this Cause did some Years since give a Cadjan writing to Vandavasy on of his Brothers, Containing a discharge in full of his right to any further claim to share of their Estate, but that at the time receiving 200 Pags from the said Vandavasy in lieu thereof but that since the last the said Yacambram the Defendant has lately been importuning this

Deponent saith not to this Interrogatory

3 To the third Interrogatory this Deponent saith he was not an Eye Witness of the Defendants executing the Cadjan Instrument purporting to be a discharge of his right to share of his Brothers Estate, as deposed by this Deponent to the 2d Interrogatory, but that the Defendant acquainted him of it having done so shortly after that he does not know either of the Witnesses who have signed as such to the Cadjan Instrument now shewn to him nor their hand Writing and this Deponent saith not more to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at
Madraspatnam

Between Edward Cooke of Fort Saint George Complainant and Yacambram of Madras Inhabitant Defendant On the part of the Pet^rs Chintomby and Mauriapah

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

Verrago Moodelly of Madras a Merchant Aged 64 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioners was on the 21st day of March 1768 Sworn at the Office of Mr John Sykes Attorney for the Complainant by Concapah who left a Note of the Name Title & 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 hath known the Compl^t 20 Years and the Petitioners and Defendant 40 Years or thereabouts

2 To the Second Interrogatory this Deponent saith, that Yacambram the Defendant Acquainted him some time since that he had given to his Brothers a Cadjan Writing releasing them from any obligation to allow him a share in their joint Estate for the Consideration of 200 Pagodas Received from them at that time that the said Yacambram has lately laid his claim to a further share of the said Estate alledging the Sum he before Received was not so much as his share, altho his necessities at that time obliged him to accept

did not Consider well of the Consequence before he gave a Discharge of that Nature, to which he made a frivolous Reply, and then this Deponent assured him that he had entirely put it out of his Power by that act, to make any further Claim on the said Estate, more this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith, he was not Present at the Executing of the Release or Discharge, by Yacambram, but (as above deposed) he was immediately afterwards informed by him — that he is not acquainted With the Witnesses who Subscribed their names to the Discharge, nor with their hands Writing and further he Deposeth not to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Complainant and Yacambram of the same Place Inhabitant Defendant On the part of the Petitioners Chintemby and Mauriapah

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

Moodu Kistnah of Madras Bettle Farmer Aged 43 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Petitioners was on the 21st Day of March 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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 hath known the Complainant 4 Years, and the Petitioners and Defendant 30 Years or thereabouts

2d To the Second Interrogatory this Deponent saith, there was a Dispute last Month between the Defendant Yacambram and the two Petitioners his Brothers — which happened on Account of the former Claiming a share of the Estate belonging to the said Petitioners altho he had

in Writing and thereby given up his Right to any further Share in the said Estate that this said Cadjan writing was brought to the Deponent by one of the Sons on Chintemby the Petr to be Confirmed by him of his Fathers having Witnessed the same; that afterwards Yacambram happening to come to the deponents house he took occasion to ask him the Cause of the dispute and he Replied that at the time he gave his Brothers the Discharge, his distress Prompted him thereto altho he was sensible the sum he then Received from them was not equivalent to his Share of their Estate, and that it was this Consideration which had then induced to claim a further Share — the Deponent then told him that by the Writing he had given his Brothers he had forfieted all further right to a share of the Estate, and could have no Sufficient Place to urge their Compliance and further this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent Saith, that he does not know of a Discharge being given by Yacambram to the Petitrs Purporting that for the Consideration of 200 Pagodas he thereby gave up all further claim to a share of their Estate that one of the Witnesses subscribed to the said Cadjan Writing this Deponent says was his Father, with whose signature he is Perfectly well acquainted — and further he Poseth not to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort St George Complainant and Yacambram of Madras Inhabitant Defendant — On the Part of the Petitioners Chintemby and Mauriapah

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

Tyanagum of Madras Coniceply Aged 45 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petrs was on the 21st day of March 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah who left a Note of the name Title

did not Consider well of the Consequence before he gave a Discharge of that Nature, to which he made a frivolous Reply, and then this Deponent assured him that he had entirely put it out of his Power by that act, to make any further Claim on the said Estate, more this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith, he was not Present at the Executing of the Release or Discharge, by Yacambram, but (as above deposed) he was immediately afterwards informed by him — that he is not acquainted With the Witnesses who Subscribed their names to the Discharge, nor with their hands Writing and further he Deposeth not to this nor to the last Interrogatory

Ex

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Complainant and Yacambram of the same Place Inhabitant Defendant On the part of the Petitioners Chintemby and Mauriapah

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

Moodu Kistnah of Madras Bettle Farmer Aged 43 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Petitioners was on the 21st Day of March 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah 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 hath known the Complainant 4 Years, and the Petitioners and Defendant 30 Years or thereabouts

2d To the Second Interrogatory this Deponent saith, there was a Dispute last Month between the Defendant Yacambram and the two Petitioners his Brothers — which happened on Account of the former Claiming a share of the Estate belonging to the said Petitioners altho he had

in Writing and thereby given up his Right to any further Share in the said Estate that this said Cadjan writing was brought to the Deponent by one of the Sons on Chintemby the Petr to be Confirmed by him of his Fathers having Witnessed the same; that afterwards Yacambram happening to come to the deponents house he took occasion to ask him the Cause of the dispute and he Replied that at the time he gave his Brothers the Discharge, his distress Prompted him thereto altho he was sensible the sum he then Received from them was not equivalent to his Share of their Estate, and that it was this Consideration which had then induced to claim a further Share — the Deponent then told him that by the Writing he had given his Brothers he had forfieted all further right to a share of the Estate, and could have no Sufficient Place to urge their Compliance and further this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent Saith, that he does not know of a Discharge being given by Yacambram to the Petitrs Purporting that for the Consideration of 200 Pagodas he thereby gave up all further claim to a share of their Estate that one of the Witnesses subscribed to the said Cadjan Writing this Deponent says was his Father, with whose signature he is Perfectly well acquainted — and further he Poseth not to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort St George Complainant and Yacambram of Madras Inhabitant Defendant — On the Part of the Petitioners Chintemby and Mauriapah

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

Tyanagum of Madras Coniceply Aged 45 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petrs was on the 21st day of March 1768 shewn at the Office of Mr John Sykes Attorney for the Complainant by Conocapah who left a Note of the name Title

day being Sworn & Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he hath known the Complainant 10 Years and the Petitioner and Defendant 20 Years or thereabouts

2 To the Second Interrogatory this Deponent saith not to any Questions enquired of him in this Interrogatory

3 To the third Interrogatory this Deponent saith he does not know any Discharge or release being executed by Yacambrum and given to the Petr but the Cadjan Writing being produced and shewn to him he Declares that the names Subscribed thereto as a Witness Perry Woodandy is his Uncles Signature, with which he is perfectly well acquainted and this Deponent saith not more to this, nor to the last Interrogatory

Henry Crawford Examiner

Mayors Court at Madrasapatnam

Between Edward Lyches of Fort Saint George Complainant and Yacambram of the same place defendt

On the part of the Petitioners Chintamby & Nauriapah

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

Subramoney of Madras Merchant Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Petrs was on the 22 day of March 1768 sworn at the Office of Mr John Lyches Attorney for the Complainant by Conecapah 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 hath known the Complainant 5 Years, but hath no Knowledge of the Defendant or the

2 To the Second Interrogatory this Deponent saith not to any Questions enquired of him in this Interrogatory

3 To this third Interrogatory this Deponent saith he doth not know any thing Concerning the Discharge executed by the Defendt

Subscribed as a Witness to the Cadjan now Produced to him, is the Name of his Father who not Wrote by himself that he not Knowing how to Write, it was his usual Custom on Most Occasions to get his eldest Son to sign his name for him which this Deponent saith was the Case in this Affair, and he is well assured that his Brother did Sign his Fathers name to the said Cadjan being perfectly acquainted with his hand Writing and this deponent Saith not more to this Interrogatory

To the last Interrogatory this Deponent saith not to any Questions in this Interrogatory.

Henry Crawford Examiner

No 52 L:1

This is to Certify that Pante Gruapah Modely Nephew and Heir of Tondawah Royah Deceased hath this Day appeared before us and Declares that he has Sold the Bill of his House and Ground formerly bought by the said Tondawah Royah Deceased from Chinadee and Nailan Modely which is Registered in the Choultry Register No 206 Containing in Length from North to South at the East side Sixty Eight feet and at the West side Seventy One feet and three Quarters and in Breadth from East to West Sixty six feet together with a Piece of Ground adjoining Measuring in Length from North to Sought at the East Side One hundred and fifteen feet and a half and at the West Side One hundred and Eighteen feet and a half and in Breadth from East to West at the North end fifty nine feet at the South and Sixty Six feet and a half Also another Peice of Ground Containing in Length from East to West Seventeen feet and a half and Breadth from North to South five feet which Premises are Situated at Pedda Naiche Pettah in Govinda Naiche Street Between the Houses of Orangantey Ramanapa and Rama Krishnah Seeramala Washell Ninagiah and Amarampettee Mootoo also Appear and do Declare that the said Pante Gruapah Modelly is the Nephew and Heir of the said Tondawah Royah Deceased who Refused

day being Sworn & Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he hath known the Complainant 10 Years and the Petitioners and Defendant 20 Years or thereabouts

2 To the Second Interrogatory this Deponent saith not to any Questions enquired of him in this Interrogatory

3 To the third Interrogatory this Deponent saith he does not know of any Discharge or release being Executed by Yacambaum and given to the Petitr but the Cadjan Writing being Produced and shewn to him he Declares that the name Subscribed thereto as a Witness Perry Woodamby is his Uncles Signature with which he is perfectly well acquaint. and this Deponent saith not more to this nor to the last Interrogatory

Henry Crawford Examiner

Mayors Court at Madrass Patnam

Between Edward Forbes of Fort Saint George Complainant and Yacambaram of the same place defendt On the part of the Petitioners Chintamby & Maniapah

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

Subramoney of Madras Merchant Aged 35 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioners on the 22 day of March 1768 sheweth at the Office of Mr John Sykes Attorney for the Complainant by Concapah who left a Note of this 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 hath known the Complainant 5 Years, but hath no knowledge of the Defendant or Ac

2 To the Second Interrogatory this Deponent saith not to any Questions enquired of him in this Interrogatory

3 To the third Interrogatory this Deponent saith he doth not know any thing Concerning the Discharge executed by the defendt Yacam

Subscribed as a Witness to the Cadjan now Produced to him, is the Name of his Father who not Wrote by himself that he not Knowing how to Write, it was his usual Custom on Most Occasions to get his eldest Son to sign his name for him which this Deponent saith was the Case in this Affair, and he is well assured that his Brother did Sign his Fathers name to the said Cadjan being perfectly acquainted with his hand Writing and this deponent Saith not more to this Interrogatory

To the last Interrogatory this Deponent saith not to any Questions in this Interrogatory.

Henry Crawford Examiner

No 952 L.S

This is to Certify that Pante Gruyapah Modely Nephew and Heir of Tandawah Royah Deceased hath this day appeared before us and Declares that he has Sold the Bill of his House and Ground formerly bought by the said Tandawah Royah Deceased from Chinadoo and Nailan Modely which is Registered in the Choultry Register N 206 Containing in Length from North to South at the East side Sixty Eight feet and at the West side Seventy One feet and three Quarters and in Breadth from East to West Sixty one feet together with a Piece of Ground adjoining Measuring in Length from North to Sought at the East Side One hundred and fifteen feet and a half and at the West Side One hundred and Eighteen feet and a half and in Breadth from East to West at the North end fifty nine feet at the South and Sixty Six feet and a half also another Piece of Ground Containing in Length from East to West Seventeen feet and a half and Breadth from North to South five feet which Premises are Situated at Pedda Naiken Pettah in Govinda Naiken Street Between the Houses of Orangunty Ramanapa and Rama Kistnah Tevanala Weshell Ninapah and Amarangettee Moatoo also Appear and do Declare that the said Pante Gruyapah Modelly is the Nephew and Heir of the said Tandawah Royah Deceased who Possessed

Gruapah Modely has been in Possession of the same thair Yours sore soomery Mortgage or Incumbrance Whatever and that the said Premises are of the value of three hundred Pags To Testify the truth whereof We have hereunto set our Hands and Caused the Seal of the Chaultry Court at Fort Saint George to be Affixed this 6th day of December One thousand Seven hundred & Sixty.

Registred in Fort St George
Hall Clarke Regr

John Smith
Saml Sydleys
Justices

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Respondent in a Certain Cause now depending in the Honorable the Mayors Court at Madrasapatnam Wherein Edward Croke is Complainant and Yeagumbrum is Defendant

Chintamby and Mauriapah Petitioners

and

Edward Croke Respondent

To all the Witnesses

1st Do You know the parties Complainant and Defendant and Petitioners and Respondent above named If Yea how long have You or known them or any and which of them Declare

To Coracu Saumyen
Chedra Bouchenaw Venkatarmoodu

2d Did You or did You not the Yeagumbrum the Defendant in this Cause Sign the Obligation Instrument or Paper Writing now Produced and shewn to You at the time of Your Examination Purporting to be a Mortgage Obligation from the said Defendant to the Complainant in this Cause If Yea or is not the name Yeagumbrum thereunto Set or Subscribed of the Signature or hand Writing of the said Defendant And is or is not the Name Coracu Saumyan and Chedra Bouchenaw Venkatarmoodu Venkatarmoodu Set or Subscribed thereto as Witness to the said Signature of Your respective hands Writing The whole of these Matters

Recording to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

To Doctor Moorteyapah Modeliar
Coalatoor Mootoo Comarapah Modeliar
Degore Chinglurey Modeliar Renoo
Seruanah Modeliar Colaumbauchum Mooder Modeliar
Tureuve Cott Mootiah Modeliar
Murroopuddy Arnachellom Modeliar

2d Was You or was You not Acquainted with Anacute Cherry Gruapah Modeliar Deceased If Yea Was he or was he not the Petrs and the Defendant Yeagumbroom Father or was he or was he not Reputed so to be Was He or was He not Possessed of Interested in or Intitled unto any house lands Money Goods or other Estate If Yea what was the particulars of such Estate and of what did the same Consist Is or is not the House in Question in this Cause which was Seized by the Sheriff part of the Estate which the said Anacutcherry Gruapah Modeliar died Possessed of or which He was Intitled unto at the time of his Decease If what Cast was the said Anacutcherry Gruapah Modeliar And of what Cast and You To whom did the said Anacutcherry Gruapah Modeliar Modeliars other Estate belong and How and the said Anacutcherry Gruapah Modeliars other Estate belong and who became Intitled thereto at the time of his decease According to the Laws and Custom of the Malabar Cast or the Cast to which the said Anacutcherry Gruapah Modeliar belonged And what is the Particular Custom of that Cast about the Divisions of Estates upon the Death of a Father or Brother and by whom are such Divisions Generally made Whether by the Persons Intitled to such Estate or by the Cast to which such Persons belong any part of that Cast Did or did not the said Defendant Yeagumbroom become Intitled to any part or Share of the said Anacutcherry Gruapah Modeliars Estate at the time of his Decease If Yea what part or share did he so became Intitled unto Has or has not the said Defendant Received the part or Share of the said Estate to which he so became Intitled or any part thereof Or does not the same or any part thereof still Remain due or Unreceived by him Has or has not any Division been made of the said Estate either

either according to the Laws and Customs of the said Caste or otherwise? In whose hands Custody or Possession is the said Estate? Did or did not the Defendant Yeagumbrum at any time or times give the Petitioner in this Cause Chintamby and Mauriapah any Instrument Paper or Cadjan Writing or Writings about the said Estate or any part of it, If Yea, when and how many such Instruments Papers or Cadjan Writings Did He so give to the said Petrs And what was the Purport or Real Intent and Meaning thereof & of what Validity is are the same According to the Laws and Customs of the said Caste and on what Account in Particular was or were the same so given? Is or is not the Instrument or Cadjan Writing now produced and shewn to You at this the time of Your Examination One of the said Instruments which the said Yeagumbrum so gave to his said Brother If Yea, I ask is not the said Instrument or Cadjan Writing Or is or is not any of the other Instruments Papers or Cadjan Writings given by the said Defendant such as by the Laws and Customs of the said Caste are sufficient to bar or Exclude the said Yeagumbrum from the whole or any part of the said Anaculchinny Crunapah Mudaliar's Estate? What Sort of an Instrument paper or Cadjan Writing is Customary or Necessary to be given according to the Laws and Customs of the said Caste in Order to Bar or Exclude any Person Intitled to any part or Share of the Estate of a person Deceased from his Right or Title to the same or to prevent such Person Claiming such part or Share of such Estate & by whom & before whom and in what Manner ought the same to be Executed Signed or Witnessed? Have or have not the said Petrs or either of them paid or Advanced any Sum or Sums of Money to the said defendt or to any Person or Persons on his Account as part or on Account of his Share or Proportion of the said Estate since He gave them the said paper Instrument or Cadjan Writings, If Yea, what Sum or Sums of money have they so paid or Advanced and in what manner to whom and on what Account

To Mauriapah

Did You or did You not at any time in or about the Year of our Lord One thousand Seven hundred and Sixty Six or One thousand Seven hundred and Sixty Seven Draw out any Instrument Paper or Cadjan Writing from the Defendant Yeagumbrum above named to the Petrs Chintamby & Mauriapah, If Yea, what was the purport and true Intent and Meaning thereof and by whose desire did You so draw out the same and when? Did or Did not the said Defendant Execute or Sign the same, If Yea, for what Reason or on what Account and by whose desire did he so Execute or Sign the same? Did or did not the said Petrs or either of them Advance the said Defendant any Sum of Money or pay any Money for or on Account of the said Defendant at or about the time that he so Executed or Signed the said Writing or was it or was it not given on Acct of any Money Advanced to or paid for the said Defendant, If Yea, what Sum did they or either of them so Advance to or pay for the said Defendt Was or was not the Sum which the said Petrs Advanced or paid for the said Defendt so Advanced or paid as part of any Estate or as part of the said Defendants Share or Proportion of any Estate, If Yea what and whose Estate was the same so part of and what Share or Proportion was the said Defendant Intitled unto and how did He become Intitled thereto? The whole of these Matters according to the best of Your Knowledge Remembrance Information and Belief together with the Reasons of such Your Belief & how You know or became Acquainted with these Matters fully and Particularly Declare

To all the Witnesses

Do You know of any other Matter or thing or have You

heard or can You setforth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Respondent If Yea, Declare the same as You know have been Informed or do believe together with the Reasons of such Your belief as fully as if You have been thereunto Particularly Interrogated

John Sykes
Attorney for the Respondent

Madras 23d January 1756

That Whereas Chintomby, Mauriapah, Yeakumbrum and Tondavary, Sons of Anacutcherry Gruapah Moodeliar Deceased having a family dispute among them Regarding the Dividends of of the said Deceased's Estate did Unanimously agree to submit the same to be Determined in the Presence of Terumanum Chingaloroy Moodeliar, Sundoo Woodundeapa Moodelar and others of their Relations and Right hand Casts, And which was settled to the following Effect the said Yeakumbrum having Acknowledged to have Received the Sum of Two hundred Pagodas (Pagodas 200 ..) from his said Brothers on Account of his Debts and the said Yeacumbrum had therefore, and in Consideration thereof, Granted his said Brothers this his Discharge or Release towards the said Dispute that during his and his Sons lives, they to have no Demands on the Estate both to Houses, Debts and Credits Whatever the above named Chintomby Mauriapa and Tendavoroy but that they to enjoy the same freely without Interruption of their said Brother Yeakumbrum

or his Children, thus the said Yeakumbrum doth Consent and Grant them this Release, and oblige himself, to perform and follow the Contents thereof so long as either their Generations, or the Sun and the Moon should endure, And he doth Moreover Agree with his said Brothers, for them to Maintain his family from the above date to the Year 1760, but from the first day of April 1761 He herein binds himself to pay them one Pagoda ⅌ Month from their Support and in default thereof his said Brothers to have no Business to Maintain them Witness Carapana Moodeliar and Woodundy Moodeliar

Draw and Signed by
Yeakumbrum

Witnesses
Carapana
Sundoo Woodundy
Perea Woodundy

A true Translate as near as can be from the Original Malabars by Cuncapah Sworn Interpreter

Chas. Bromley
Attorney for the Petrs

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent, and Chintomby and Mariapa of the same place Petitioners in the Cause wherein the said Edward Croke is Complainant and Yeagumbrom is Defendant

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

Cooracu Sawmsen a Dubash Aged 44 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Respondent was on the 18th day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioners by Conocapah who left a Note of the Name

Title

heard or can You setforth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Respondent If Yea, Declare the same as You know have been Informed or do believe together with the Reasons of such Your belief as fully as if You have been thereunto Particularly Interrogated

John Sykes
Attorney for the Respondent

Madras 23 January 1756

That Whereas Chintomby, Mauriapah, Yeakumbrum and Tondavary, Sons of Anacutcherry Gruapah Moodeliar Deceased having a family dispute among them Regarding the Dividends of of the said Deceased Estate did Unanimously agree to submit the same to be Determined in the Presence of Terumanum Chingaloroy Moodeliar, Sundoo Woodundeapa Moodelar and others of their Relations and Righthand Casts, And which was settled to the following Effect the said Yeakumbrum having Acknowledged to have Received the Sum of Two hundred Pagodas (Pagodas 200 ...) from his said Brothers on Account of his Debts and the said Yeacumbrom had therefore, and in Consideration thereof, Granted his said Brothers this his Discharge or Release towards the said Dispute that during his and his Sons lives, they to have no Demands on the Estate both to Houses, Debts and Credits Whatever the above named Chintomby Mauriapa and Tendavoroy but that they to enjoy the same freely without Interuption of their said Brother Yeakumbrum

or his Children, thus the said Yeakumbrum doth Consent and Grant them this Release, and oblige himself, to perform and follow the Contents thereof so long as either their Generations, or the Sun and the Moon should endure, And he doth Moreover Agree with his said Brothers, for them to Maintain his family from the above date to the Year 1760, but from the first day of April 1761 He herein binds himself to pay them one Pagoda ⅌ Month from their Support and in default thereof his said Brothers to have no Business to Maintain them Witness Carapana Moodeliar and Woodundy Moodeliar

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Chas. Bromley
Attorney for the Petrs

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent, and Chintomby and Mariapa of the same place Petitioners in the Cause wherein the said Edward Croke is Complainant and Yeagumbrom is Defendant

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

Cooracu Sawmsen a Dubash Aged 44 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Respondent was on the 18th day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioners by Conocapah who left a Note of the Name

Title

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 hath known the Respondent 27 Years, or thereabouts and hath seen the Defendant but hath no knowledge of him, nor of the Petitioners

2d ..... To the Second Interrogatory this Deponent saith, he did see the Defendt in this Cause sign his name to the Paper Writing now Produced and Shewn to him, and that the name Yeagumbrom set to the said Writing this Deponent declares, is his Signature that he immediately afterwards as a Witness to the said Signature of Yeagambroms, and the name Cooracu Sawmsen thereunto set as a Witness, he Declares to be of his own hand Writing, and his Signature and further this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent and Chintomby and Mariapah of the same place Petitioners in the Cause wherein the said Edward Croke is Complainant and Yeagumbrom is Defendant

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

Cheedra Bowheenaw Vencatarmoodu of Madras Dubash Aged 30 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Respondent was on the 18th Day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioners by Conocapah 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 hath known the Respondent 25 Years, or thereabouts, but hath no knowledge of

Petitioners and hath seen the Defendant only

2d ..... To the Second Interrogatory this Deponent saith, he did see the Defendt Yeagumbrom sign the Writing now shewn to him, and he Declares, the Name Yeagumbrom subscribed to the said Writing, to be his signature this deponent also saith that he did sign his name as a Witness, and that the Name Cheedra Bowheenaw Vencatarmoodu he declares is his own Signature further this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent, and Chintomby and Mauriapah of the same place Petitioners in this Cause wherein the said Edward Croke is Complainant and Yeagumbrom is Defendant

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

Doctor Moorteapah Moodeliar of Madras Merchant Aged 63 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent was on the 20th day of April 1768 shewn at the office of Mr Charles Bromley Attorney for the Petitioners by Conocapah 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 hath known the Respondent 40 Years, and the Petitioners and Defendant 35 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith he hath seen Anacutcherry Gruapah Moodeliar before his Death, but cannot say he was well acquainted with him that he was the Father of the Petrs and Defendant in this Cause that the said Gruapah Moodeliar was not Possessed of any Estate that this Deponent knew of excepta House

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 hath known the Respondent 27 Years, or thereabouts and hath seen the Defendant but hath no knowledge of him, nor of the Petitioners

2d ..... To the Second Interrogatory this Deponent saith, he did see the Defendt in this Cause sign his name to the Paper Writing now Produced and Shewn to him, and that the name Yeagumbrom set to the said Writing this Deponent declares, is his Signature, that he immediately afterwards as a Witness to the said Signature of Yeagambroms, and the name Cooracu Sawmsen thereunto set as a Witness, he Declares to be of his own hand Writing, and his Signature and further this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent and Chintomby and Mariapah of the same place Petitioners in the Cause wherein the said Edward Croke is Complainant and Yeagumbrom is Defendant

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Petitioners and hath seen the Defendant only

2d ..... To the Second Interrogatory this Deponent saith, he did see the Defendt Yeagumbrom sign the Writing now shewn to him, and he Declares, the Name Yeagumbrom subscribed to the said Writing, to be his signature this deponent also saith that he did sign his name as a Witness, and that the Name Cheedra Bowheenaw Vencatarmoodu he declares is his own Signature further this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent, and Chintomby and Mauriapah of the same place Petitioners in this Cause wherein the said Edward Croke is Complainant and Yeagumbrom is Defendant

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1st ..... To the first Interrogatory this Deponent saith he hath known the Respondent 40 Years, and the Petitioners and Defendant 35 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith he hath seen Anacutcherry Gruapah Moodeliar before his Death, but cannot say he was well acquainted with him — that he was the Father of the Petrs and Defendant in this Cause that the said Gruapah Moodeliar was not Possessed of any Estate that this Deponent knew of excepta House

Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

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Mayor's Court at Madraspatnam

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Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

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Mayor's Court at Madraspatnam

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Petitioners and hath seen the Defendant only

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Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent, and Chintomby and Mauriapah of the same place Petitioners in this Cause wherein the said Edward Croke is Complainant and Yeagumbrom is Defendant

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

Doctor Moorteapah Moodeliar of Madras Merchant Aged 63 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent was on the 20th day of April 1768 shewn at the office of Mr Charles Bromley Attorney for the Petitioners by Conocapah 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 hath known the Respondent 40 Years, and the Petitioners and Defendant 35 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith he hath seen Anacutcherry Gruapah Moodeliar before his Death, but cannot say he was well acquainted with him — that he was the Father of the Petrs and Defendant in this Cause that the said Gruapah Moodeliar was not Possessed of any Estate that this Deponent knew of excepta House

which he lived in, and which after his Death was sold to pay his Debts — that the house in Question is not apart of the said Gruapah Moodeliar's Estate but built by one of his Sons named Tondavory some time after his Father's decease — that the Cast of the said Gruapah is called Toolovalaulen, and this Deponent is also of that Cast — that whatever the said Gruapah died possessed of ought by the Laws of his Cast to have devolved on his Sons in equal Proportions and the Division of an Estate thus left, is generally made by the Heads of the Cast that the said Yeakumbrum had a Right to a Share of his Father's Estate, in equal Proportion with his other Brothers: but this Deponent saith he never heared, his Father left any Estate, he having died in debt and the Sons, he heared, were in very indigent Circumstances after his Death that this Deponent was told by the said Deponent that he had given his Brothers a Cadjan Instrument, Promising thereby to make no further Demand on any of them or their Estates, for which he Received from Tondavory (one of them) 200 Pagodas that the said Tondavory likewise told this Deponent of the Cadjan Instrument he had Received from Yeagumbrum, to the same Purport this Deponent saith he thinks the said Cadjan was shewn to him by Tondavoroy but cannot be certain; and it being now Produced to and read by him, he says, it is sufficiently Drawn out, and Worded in such Manner, as will by the Laws of his Cast exclude the said Yeakumbrum from any further Claim on his Brothers — that a Writing According to the form of the foregoing, will, this Deponent saith, bar and exclude any Person from having a further Claim or title to a share of an Estate this Deponent does not know whether the Petrs or either of them paid or advanced any Sum of Money to the Defendant or to any Person on his Account since the Executing of the said Cadjan that the Custom of his Cast is, when any Person Contracts a debt and is not able to pay the same, but hath a Brother or Brothers who are in Circumstances — if he lives with his said Brothers and has not before Received a proportion

if otherwise, and he lives Unconnected with them, he cannot compel them to discharge his said Debt — he may however apply to the Heads of his Cast who can by their influence (if they think the case Requires it) oblige the Brothers to contribute some thing towards the discharge of their Brother's Debt and this Deponent saith not more to this, nor to the last Interrogatory.

[illegible]

[illegible]nry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fortsaint George Respondent, and Chintomby and Mauriapah of the same place Petitioners in the Cause wherein the said Edward Croke is Complainant and Yeakumbrum is Defendant

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

Coolatore Mootu Comrapah Moodeliar a Conicoply Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent was on the 18th day of April 1768 shewn at the office of Mr Charles Bromley Attorney for the Petitioners by Conocapah 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 hath known the Respondent 16 Years, and the Defendant and Petitioners 30 Years or thereabouts

2d To the third Interrogatory this Deponent saith, he did not know Anacutcherry Gruapah Moodeliar, but hath heared of his having been the father of the Petitioners, and Defendant Yeakumbrum — that he does not know whether the said Gruapah Moodeliar was Possessed of, or entitled to any Estate that the House in Question was built since the death of Gruapah Moodeliar, by one of his Sons named Tondavoroy, about [illegible] that the Cast of the said Gruapah is the Mallabar

called Toolovalaulen, and this Deponent is of the same Cast that he is quite a Stranger to any Circumstance regarding the said Anacutcherry Gruapah or his Estate this Deponent saith, the Custom of his Cast is when a Father or Brother dies and leaves an Estate, the Sons, or the Surviving Brothers, may devide the said Estate among themselves if they can Agree about the Division, but if not, the heads of the Cast must be applied to who will give it equally among them without distiction that the said Yeakumbrom had a Right to an equal share of his Fathers Estate with his Brothers but this Deponent saith he does not know any thing Relative to the said Estate with the Sons of the said Gruapah He cannot declare, but hath only heared from Tondavoroy Deceased who was a Brother to the Defendant and Petitioners, that he had obtained a Writing from his Brother Yeagumbrum on account of a Debt he discharged for him (without mentioning to him any Particular sum) and that the said Writing contained a full discharge, Excluding himself from any further claim on them that an Instrument to be made to Prevent or Exclude a person from having any Share in an Estate, it must be wrote or drawn out by the Conicoply belonging to the Head of the Cast, and by his direction, then the said head Man must sign as well as the Conicoply to such Instrument to make it of validity in the Cast this Deponent saith he doth not know any thing Concerning the Petrs advancing money to or on Account of their Brother Yeakumbrum that if two Brothers live together, the one who is rich must be obliged to discharge the debt of his Brother who having Contracted a debt, is not able by his indigence to pay the same further this Deponent saith not to this nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at
Madraspatnam

Between Edward Croke of Fort St George Respondent and Chintomby and Mauriapah of the same place Petrs in the Cause wherein the

Yeakumbrum is Defendant

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

Dereegore Chingleroy Moodeliar, a Conicoply Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent, was on the 18th Day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioners by Conocapah 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 hath known the Respondt 2 Years, and the Defendant and Petitioners 20 Years or thereabouts

2d To the third Interrogatory this Deponent saith he was not Acquainted with Anacutcherry Gruapah Moodeliar, but hath heared that he was the Father of the Petitioners, and the Defendant Yeagumbrum that he does not know whether the said Gruapah Deceased was Possessed of or Intitled to any Estate whatever nor whether the House in question did belong to, or was part of the said Gruapah's Estate this Deponent saith that Acacutcherry Gruapah Moodeliar was of the Mallabar Toolovalaulen Cast, and this Deponent is of the same that he does not know any thing concerning the said Estate, but that the Custom among the people of his Cast is the Sons a Father leaves at his decease share his Estate in equal Proportions and if a Brother leaves an Estate of his Death, the Brothers who lived with him Share the Estate among them that it is not customary for those who are entitled to an Estate to Share it themselves, but the heads of the Cast to which they belong must do it for them that the Defendant Yeakumbrom was intitled to a share of his Fathers Estate (if any was left) at the time of his Decease; but this Deponent does not know whether any or what Share he was entitled to or whether he has Received any part thereof neither does he know if any division hath been made of the said Estate, nor any Circumstance regarding it this Deponent further saith that an [illegible] to be made to exclude a Person from any share

of an Estate, & to Prevent his Claiming apart thereof the said Instrument should be drawn out by the direction of the head of the Cast, who having Signed the same, he is to be accountable for the performance of such Articles as are specified in the said Instrument that in the Case of a Person who has contracted a Debt which he cannot pay, this Depon=ent is not Sufficiently acquainted with the Laws and Customs of his Cast, to say in what manner it should be determined and this Deponent saith not more to this, nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort St George Respondent and Chintomby and Mauriapah of the same Place Petitioners in the Cause Wherein the said Edward Croke is Complainant and Yeakumbrom is Defendant

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

Revoo Servanah Moodeliar of Madras Conicoply Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent was on the 25 day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioners by Conocapah 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 hath known the Respondent, Petitioners and Defendant 10 Years or therea=bouts

2d To the third Interrogatory this Deponent saith he did not know Anacutcherry Gruapah Moodeliar deceased, but that he has heard

this Cause that he is wholly unacquainted with any Circumstance Relating to the said Analutcherry Gruapah Moodeliar or his Estate that the said deceased was of the Toolovalaulen Cast, and this Deponent is of the same Cast that the Particular Custom of his Cast in Deviding an Estate upon the Death of a father or Brother, the Sons, or Surviving Brothers may devide it among themselves if they can agree about the Division thereof, but if not, they may apply to the Heads of the Cast who will Settle it for them agreeable to their Laws that is, in equal Proportions that Yeagumbrum had a Right to his Share of his Fathers Estate in Equal Proportions with his other Brothers, if his Father did leave any Estate this Deponent saith he doth not know of any Cadjan Instrument being given by the Defendant Yeagumbrum to the Petitioners that an Instrument to be given by any Person having a right to a share of any Estate, to Exclude himself from that Right or claim, the Heads of the Cast should be applied to, who are to Direct a full discharge to be Drawn out agreeable to the case Required, and then the same is to be signed by them, and afterwards by the Person concerned that this Deponent knows nothing of the Petitioners Paying or Advancing any money to the Defendant or to any Person on his Account that in the Case of a Person who having Contracted a Debt and is not able to pay it, but his Brothers who are in good Circumstances, the said Brothers if they have not before given a Share of their Estate to their Brother, are obliged to Discharge his Debt by the Laws of their Cast, but if a Division hath already been made, he cannot Compel them further this Deponent saith not to this, nor to the Last Interrogatory.

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Edward Croke of Fort Saint George Respondent and Chintomby and Mauriapah of the same Place Petitioners in the Cause wherein the said Edward Croke is Complainant and Yeagumbrum is Defendant

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

Callialapah Moodelair a Conicopply Aged 51 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent was on the 20th Day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioners by Comcapah 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 hath known the Respondent 30 Years and the Petitioners and Defendant 35 Years or thereabouts

3d — To the third Interrogatory this Deponent saith he was not acquainted with nor had any knowledge of Anacutchorry Gruapah Moodeliar Deceased but he hath heard of his having been the Father of the Petitioners and Defendt in this Cause that he does not know whether the said Gruapah was Possessed of any Estate whatever that the House in dispute was built by Tandavaroy Deceased one of the Sons of Gruapah Moodeliar something after his Death this Deponent saith that the said Anacutchorry Gruapah was of the Soolava Caulaw Cast of which Cast this Deponent is also that agreeable to the Customs of this Cast the Division of Estates left by Deceased Fathers or Brothers the Sons or Surviving Brothers make it equally between them that the said Yakumbrum had a right to an equal share of his Fathers Estate with his other Brothers if the said Father did leave an Estate nor does he know of the Defendants giving the Petitioners any Writing or Instrument nor any Circumstance Concerning the same this Deponent saith that a Writing to be Drawn out according to the

1. Laws of this Cast in order to Exclude a Person who hath a right to a share of an Estate from any Share or claim on the said Estate the same must be Signed by two or more of the heads of the Cast with proper Witnesses & Executed by the Person who gives such Writing or Discharge that if

6. 2 a Person Contracts a Debt and is not able to Discharge it but hath

to Discharge their Brother's Debt more this Deponent saith not to this part to the last Interrogatory

Sworn before me

Henry Crawford Examiner

Mayors Court at Madrapatnam

Between Edward Croke of Fort St George Respondent and Chintamby and Mauriapah of the same place Petitioners in the Cause wherein the said Edward Croke is Complainant and Yakumbrum is Defendant

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

Coolaroonchakum Moodu Moodeliar a Conicopply Aged 51 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent was on the 20th day of April 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioners by Comcapah 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 hath known the Respondent 30 Years and the Defendant and Petitioners 40 Years or thereabouts

3d — To the third Interrogatory this Deponent saith He did know and was Acquainted with Anacutchorry Gruapah Moodeliar deceased and that he was the Father of the Defendant and Petitioners in this Cause that the said Anacutchorry Gruapah was Possessed of an Estate in this life time which Chiefly consisted of Houses Jewels and Effects and as this Deponent hears some Lands Cows but believes he had no Money that the House in question was not any part of the said Gruapahs Estate but built by his Sons long since his Death this Deponent saith the said Gruapah was of the Soolava Caulaw Cast of which he knows that the Estate Possessed

devolve at his Death on his Sons in equal Proportions — that this divis-
-ions this Deponent saith is generally made privately by those who become
intitled to it, if they can agree; but it is more Proper to have it done by the
heads of the Cast — that Yeagumbrum had certainly a right to an equal
share of his Fathers Estate with his other Brothers — but this Deponent
does not know whether he has Received any Share of the said Estate, nor if
any division has been made of the same — that he cannot declare in
whose Possession the said Estate is, but thinks that Gruapah the son of
Chintomby, and Agateapah son of Tondoveroy deceased, have the Manag-
-ement of it, and that it is enjoyed by them all that this Deponent did
only hear, that the Defendant Yeakumbrom gave to his Brothers
Chintomby, Mauriapah and to his Nephew Agateapah, two Discharges
at different times for the Consideration of some money Received from them for
the Discharge of his Debts — that he had received in full, for the first
discharge, and only apart for the second; but this Deponent does not know
the particular Sums, nor the Contents of those Discharges that an Instru-
-ment to be taken from a Person to exclude him from any further Claim
or right to a Share of any Estate, must be a full Discharge, drawn out
and Signed by ten of the heads of the Cast, and then by the Person from
whom such Discharge is to be given — this Deponent further saith that
the Person, before he Signs such a writing, can oblige the Party whom
he gives such a discharge to, to Produce an exact account of the Estate
upon Oath to the Heads of the Cast, if he entertains the least suspicion
of their being inclined to hide or Conceal any part of the Estate from
him — that he does not know if either of the Petitioners has paid any
money to the Defendant Yeakumbrum or to any Person for him,
on account of his Share, or part of his Share of the said Estate — that
if a Person has Contracted a debt and his not able to pay it, his
Brother or Brothers if he or they are in good Circumstances, ought
to Discharge the said Debt for him Provided they have not
before given him a Share of their Estate or wealth; but if he

they may do it as being Relations, but cannot be Compelled by the
Laws of their Cast further this Deponent saith not to this, nor to the last
Interrogatory

Henry Crawford
Examiner

Mayor's Court at
Madraspatnam

Between Edward Croke of Fort St
George Respondent, and Chintomby and
Mariapah of the same Petitioners

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

Teereevee Cott Mootiah Moodelair of Madras Merchant
Aged 64 Years or thereabouts being Produced as a Witness in this Cause on the
part of the Respondent was on the 19th day of April 1767 shewn at the Office
of Mr Charles Bromley Attorney for the Petitioners by Conocapah 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 hath known the
Respondent 30 Years, & the Petrs and Defendant 30 Years or thereabouts
60 To the third Interrogatory this Deponent saith, He was acquainted with
3 Anacutcherry Gruapah Moodeliar Deceased, Father to the Petrs and
Defendant, in this Cause that the said Gruapah had no Estate except the
House he lived in, and a few Jewels; and that he died in Debt that the
House in question which was Seized by the Sheriff, did not belong to
the said Gruapah Moodeliar it having been built but lately by two
of his Sons, Chintomby and Tondoveroy — that the Cast of the said
Anacutcherry Gruapah is called Tooloovalaulen, of which Cast this
Deponent is also — that Gruapah Moodeliar had no Estate at the
time of his Decease; but according to the Laws and Customs of his
Cast, if a Father or Brother dies and leaves an Estate, it ought to

if they can agree about the Division of an Estate it is Law among themselves, but if any disputes should arise, they may apply to the Head of their Cast, whose Business it is to settle such Matters agreeable to the Established Customs — This Deponent saith that had Anacutchevery Gnanapah Modeliar left an Estate at his decease, Yaguem bourn would have had a right to an equal share of it with his Brothers; but as that was not the Case, this Deponent declareth he does not know any Particulars Concerning an Estate in which the said Yaguem bourn may have had a right to a share of or of the division thereof — This Deponent further saith, he does not know whether the said Yaguem bourn gave the Petitioners any Instrument or Cadjan Writing — that a writing necessary to be given to bar any Person who hath a right to a Share of an Estate, from that right — if an application to the Head of the Cast, after such Instrument is worded or Expressed in the strongest manner agreeable to the nature of the Case, the said Head of the Cast must sign his name as well as the party, with proper Witnesses — but should it be settled without applying to the head of the Cast, it would then be necessary that the said writing be signed by two substancial Persons of the same Cast, as well as the party, with Witnesses — that in the case of a Person who hath a debt and is not able to Discharge it, and he hath a Brother, who is or are in Circumstances to pay off such debt for him if they live and reside together under the same roof and upon the same Estate, his Brothers are obliged to pay his Debts — but if they live apart and had before shared their Estate, the indigent Brother Cannot oblige or Compel the others to pay his Debts — and this Deponent saith not more to this nor to the Last Interrogatory

Pp. 3, 3 W W J S D &c

Henry Lovejoy Examiner
Mayor's Court at
Madraspatnam

Between Edward Cooke of Fort St George Respondent & Chintomby & Thuriapa Both of the same place Petitioners in the Cause wherein the said Ed

is Defendant

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

Mutroopudy Annachellom, Hoodeliar of Madras Merchant Aged 30 Years or thereabouts being Produced as a Witness in this Cause by and before the Examiner in this Court on the part of the Respondent was on the 22 day of April 1768 sworn at the Office of Mr Charles Bromby Attorney for the Petitioners by Conocapah 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.th

1st To the first Interrogatory this Deponent saith he hath known the Defendant and Petitioners 10 Years, and hath known the Respondent but hath no knowledge of him

2d To the third Interrogatory this Deponent saith he did not know Anacutchevery Gnanapah Modeliar, but hath heard that the Defendant and Petrs in this Cause are his Sons — that he is entirely Unacquainted with any Circumstance Relating to the said Gnanapah Modeliar, or his Estate — that the said Anacutchevery Gnanapah was of the Toolava Caulon Cast, and this Deponent is of the same that if a Father or Brother leaves an Estate, this Deponent believes the Sons, or the Surviving Brothers is to Divide it equally between them, According to the Laws of their Cast and if they should not agree about the Division of it, on applying to the Heads of their Cast they are obliged to make the division for them this Deponent saith the Defendant had a right to a share of an Estate left by his Father if he did leave any Cadjan Instrument, but that he hath heard both of them mention in Discourse that their Brother Yaguem bourn did give them a Writing on Account of their discharging his debts for him — that an Instrument to be drawn out to exclude any Person having a right to a share of an Estate, from that right, it ought to be a general Discharge given by the Party with proper Witnesses that if a Person hath

a Debt, and is unable to Discharge the same, and he hath a Brother who is in good Circumstances — if they Live together and the Brother who is Rich not having before made any divisision of his Estate with the other, he may be obliged to pay the Debt on Account of his said Brother more this Deponent saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Edward Corker of Fort Saint George Respondent and Chintamby and Mauriapah of the same Place Petitioners — in the Cause wherein the said Edward Corker is Complainant and Yeagumbaum is Defendant

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

Tillayapah of Pennemalle Farmer Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent was on the 21st day of April 1768 sworn at the Office of Mr Charles Bramley Attorney for the Petitioners, by Concayah 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 upon the 8 following

1st ——— To the first Interrogatory this Deponent saith, he hath known the Respondent 3 Years and the Petitioners and Defendant 20 Years or thereabouts

4th ——— To the fourth Interrogatory this Deponent saith that he did about the time mentioned, draw out a Cadjan Instrument from the Defendant Yeagumbaum to Chintamby and Mauriapah the Petitioners in this Cause that the intention of this Instrument was that Yeagumbaum being indebt, deceased Murgapah

Agatiapah the former Son to the Petitioner Chintomby the latter to Tondavaray, his Brother, to assist him in paying off the same, on which they replied they would write to Gruapah at Pellour Concerning him, and desire, the Defendant would give an Agreement to them for the discharge of his Debts — that then the said Murgapah and Agatiapah directed this Deponent would give an agreement to them for the Discharge of his Debts that then the said Murgapah and Agatiapah directed this Deponent would give an agreement to them for the Discharge of his Debts — that then the said Murgapah and Agatiapah Directed this Deponent to Write the said Agreement which he did, but does not now Remember the Contents or which Tondavaray mentioned therein, but only Recollects one Passage, that the said Defendant and his Heirs gave up all further claim or Demand on Chintomby and Mauriapah and their Heirs and Tondavaray's Heirs forever — this Deponent further saith that the Defendant refused to sign the said Cadjan after it was drawn out not liking the Conditions, but about 10 days afterwards this Deponent Learnt, the said Defendant had received some Money on Account of the Writing he had made out and therefore went to ask him Concerning it as he was indebted to this Deponent in the Sum of 20 Pagodas — that the Defendant Replied he had signed the said Cadjan and Received 80 Pagodas from Andiapah by the Desire of Murgapah which he had already Paid off to his other Creditors that he expected more money on the same account, when he, the Deponent, also should be paid — and further this Deponent saith not to this nor to the last Interrogatory

Henry Crawford
Examiner

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 20th day of September Anno Domini 1768

Present

Charles Smith Esquire Mayor

Reynold Adams Edward Stracey and Francis Fourdan Aldermen

Edward Cooke
vers
Yeagumbrom

Petition Read

Answer with a Copy of a Mortgage Obligation annexed Read

Interrogatories on the part of the Petitioners with a Mallabar Contract and Translate thereof annexed Read

Six Depositions taken thereunto Read

One Exhibit on the part of the Petitioners Read

Interrogatories on the part of the Respondent with a Mortgage Obligation annexed Read

Eleven Depositions taken thereunto Read

The Matter in Dispute between the Petitioners Chintamby and Mauraypah and the Respondent Edward Cooke coming on to be determined this Day in the presence of the Attornies on both sides, on Reading the Petition, the Respondents Answer, with a Copy of a Mortgage Obligation annexed the Interrogatories and Depositions on the

Read and filed 16th July 1768

there of annexed, One Exhibit on the part of the Petitioners, the Interrogatories and Depositions on the part of the Respondent, with a Mortgage Obligation annexed, On hearing the Pleadings made Use of by the Attornies, and on due Consideration had thereon & appearing to the Court that the Defendant Yeacumbrum had no Right or Title to a Mortgage the Premises remain Disputed It is therefore Ordered that the Sheriffs Seals be taken off, and that the Respondent do pay all Costs attending this Petition

To

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pogo Catchicks of Madras Merchant that Antonio De Souza at Present of Madras Merchant stands indebted unto Your Orator in the full and just Sum of One thousand four hundred and Eighty One Pagodas and thirty five fanams Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Five hundred and Ninety two Pounds and thirteen Shillings as thereabouts As will more fully and at large appear by an Account Current 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 and Your Orator further Sheweth unto this Honble Court that he hath frequently Din an Amicable Manner Requested Payment from the said Antonio De Souza of the said Sum of One thousand four hundred and Eighty One Pagodas and thirty five

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 20th day of September Anno Domini 1768

Present

Charles Smith Esquire Mayor

Raynold Adams Edward Stracey and Francis Fourdan Aldermen

Edward Cooke
vers
Yeagniomboom

Pittion Read

Answer with a Copy of a Mortgage Obligation annexed Read

Interrogatories on the part of the Pittioner with a Malabar Contract and Translate thereof annexed Read

Six Depositions taken thereunto Read

One Exhibit on the part of the Pittioner Read

Interrogatories on the part of the Respondent with a Mortgage Obligation annexed Read

Seven Depositions taken thereunto Read

The Matter in Dispute between the Pittioner Chinstomby and Mauriapah and the Respondent Edward Cooke coming on to be Determined this Day in the Presence of the Attornies on both sides, on Reading the Pittion, the Respondents Answer, with a Copy of a Mortgage Obligation annexed the Interrogatories and Depositions on the

there of annexed, One Exhibit on the part of the Pittioner, The Interrogatories and Depositions on the part of the Respondent, with a Mortgage Obligation annexed, On hearing the Pleadings made Use of by the Attornies, and on due Consideration had thereon & appearing to the Court that the Defendant Yeacumbroum had no Right or Title to a Mortgage the Premises remain Disputed It is therefore Ordered that the Sheriffs Seale be taken off, and that the Respondent do pay all Costs attending this Pittion

Read and filed 16th Feby 1768

To

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pogoe Catchick of Madras Merchant that Antonio De Souza at present of Madras Merchant stands indebted unto Your Orator in the full and just Sum of One thousand four hundred and Eighty One Pagodas and thirty five fanams Current Money of Madras making one Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Three hundred and Ninety two Pounds and thirteen Shillings as thereabouts As will more fully and at large appear by an Account Current 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 and Your Orator further Sheweth unto this Honble Court that he hath frequently Din an Amicable Manner requested Payment from the said Antonio De Souza of the said Sum of One thousand four hundred and Eighty One Pagodas and thirty five

Sirs Surnames

Bubnow sheweth May it please this Honorable Court the said Antonio De Souza obstinately and wilfully refuseth to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Speedy Relief touching as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Antonio De Souza may upon his Corporal Oath full true direct 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 particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand four hundred and Eighty One Pags. as and thirty five Fanams 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 Antonio De Souza to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by Such Order and Decree therein as to this Honorable Court Shall Seem Meet

John Sykes
Attorney for the Complainant

Mr Antonio de Souza in Account Current with Pagoda Catchick Cr

1762					
Sept. 16	By Cash Rec.d from Shamier & Cockburn				
	Order of Mr Sykes & Pling and Do. to Amir 9200				
	Spanish Dollars which I remade in Company				
	Rupees 20208 Sent to Do. 110 Cash Rec.d				
	Sold Das for Mone Wkz.d				
	8000 Rupees @ the Exchg 368 Rupees	2193.28			
	8000 Pagodas				
	And the remaining 12208 Rupees Sent by				
	and 140 Cash @ 240 Rupees Bond dgr.	2200.24	5017.28		
	By Interest Do. upon the 24 October 1761				
	to the 12 February 1762 is 3 and 16		128.26		
	@ 8 per Cent per Annum			5602.7	
	By Balance due			1414.28	
				Carried Over Pags.d	7084

1762					
Sept. 16	By Cash Rec.d from Shamier & Cockburn				
	Order of Mr Sykes & Pling and Do. to Amir 9200				
	Spanish Dollars which I remade in Company				
	Rupees 20208 Sent to Do. 110 Cash Rec.d				
	Sold Das for Mone Wkz.d				
	8000 Rupees @ the Exchg 368 Rupees	2193.28			
	8000 Pagodas				
	And the remaining 12208 Rupees Sent by				
	and 140 Cash @ 240 Rupees Bond dgr.	2200.24	5017.28		
	By Interest Do. upon the 24 October 1761				
	to the 12 February 1762 is 3 and 16		128.26		
	@ 8 per Cent per Annum			5602.7	
	By Balance due			1414.28	
				Carried Over Pags.d	7084
	To Balance Rec.d				5000
	To Interest Do. upon the 12 February 1762				128.26
	to the 12 August 1762 is 6 Months				
	@ 8 per Cent per Annum			563.24	
	To Balance due				1414.28
	Errors excepted Madraspatnam 12 August 1762				
				Pags.d	7084

Sworn before me the 12 August 1762 Thos Andrew Dalton

Mr Antonio de Souza in Account Current with Pagoda Catchick Dr

1762					
Sept. 16	To Balance Rec.d				5000
	To Interest Do. upon the 12 February 1762				128.26
	to the 12 August 1762 is 6 Months				
	@ 8 per Cent per Annum			563.24	
	To Balance due				1414.28
	Errors excepted Madraspatnam 12 August 1762				
				Pags.d	7084

Brought Over Pagodas ..... 6900 " "
To Interest on the said 6900 Pagodas from the 13th October 1767 being 21 Days after the said Ships Arrival at Madras to the 13th February 1768 is 4 Months @ 8 p Cent p Annum ..... 184 " "
Pagodas ..... 7084 " "

Brought Over Pagodas ..... 7084 " "
Pagodas ..... 7084 " "

Fort St George 13th February 1768
Errors Excepted
[illegible]

Read and filed
April 3th 1768

The Answer of Antonio De Souza of Fort Saint George Merchant Defendant to the Bill of Complaint of Pogos Catchick of Madras Merchant Complainant

This 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 many Errors Uncertainties & Untruths in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised is material for him to make Answer thereunto, he this Deponent Answereth and Saith, that he is not indebted unto the Complainant in the Sum of One thousand Four hundred and Eighty One Pagodas and thirty five fanams as set forth in the Ballance of the Account Current annext to the Bill of Complaint but admits that he stands indebted unto the Complainant in the Sum of Eight hundred and Twenty five Pagodas Twenty five fanams & Seventy five Cash as the Ballance of the Account Current hereunto annext, for the inspection of this Hon'ble Court, and which he this Defendant is Ready to pay, the Defendant further Answereth and Saith, that he Admits that he did enter into & Sign the Respondentia Obligation of the Sixteenth day of June One thousand Seven hundred and Sixty Six for the Sum of five thousand Pagodas to Run at Respondentia on the several Vessells as set forth in the Complainants Account Current upon the Terms and Conditions as expressed in the said Respondentia Obligation, in the hands or Possession of the said Complainant, but denies that the Complainant is any ways entitled to his Prorato, because the Ship on which the Respondentia was lent, did not Proceed on her Voyage from Manila to Canton, by Reason that both Ship and Cargoe were by the Government at Mannilla Arrested upon the supposition of her being an illicit Trader, by which Seizure the Defendant saith the Ship lost her Passage to Canton, she being detained upwards of three Months, the Defendant further saith, that a great Expences and with much Labour and trouble, they obtained the Releasement of the Ship & Sold their Cargoe at a great loss, taking in

Brought Over Pagodas ... 6900 ...

To Cash on the said 6900 Pagodas from the 13 October 1767 being 21 Days at the Rate of 8 per Cent. per Annum Cash to the 3d February 1768 ... 181 ...

Pagodas ... 7081 ...

Errors Excepted
Fort St. George
Madras 31st January 1768

Brought Over Pagodas ... 7081 ...

By Cash Received from the said 13 October 1767 ... 6900 ...

By Cash Received from the said 3d February 1768 ... 181 ...

Pagodas ... 7081 ...

Errors Excepted
Fort St. George
Madras 31st January 1768

Readandfiled
April 5th 1768

The Answer of Antonio De Souza of Fort Saint George Merchant Defendant to the Bill of Complaint of Pogo Chitchicka of Madras Merchant Complainant

This 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 many Errors Uncertainties & Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised is material for him to make Answer thereunto he this Deponent Answereth and Saith that he is not indebted unto the Complainant in the Sum of One thousand Four hundred and Eighty One Pagodas and thirty five Fanams as set forth in the Ballance of the Account Current annexed to the Bill of Complaint but admits that he stands indebted unto the Complainant in the Sum of Eight hundred and Twenty five Pagodas Twenty five Fanams & Seventy five Cash as the Ballance of the Account Current hereunto annexed for the inspection of this Honble Court and which he this Defendant is Ready to pay the Defendant further Answereth and Saith that he Admits that he did enter into & Sign the Respondentia Obligation of the Sixteenth day of June One thousand Seven hundred and Sixty Six for the Sum of five thousand Pagodas to Run at Respondentia on the several Vessells & after the rate in the Complainants Account Current upon the Terms and Conditions as expressed in the said Respondentia Obligation, in the hands or Possession of the said Complainant, but denies that the Complainant is any ways entitled to his Demand, because the Ship on which the Respondentia was lent, did not Proceed on her Voyage from Manila to Canton, by Reason that both Ship and Cargo were by the Government at Manilla Arrested upon the suppposition of her being an illicit Trader, by which Seizure the Defendant saith the Ship lost her Passage to Canton, She being detained upwards of three Months, this Defendant further saith, that at great Expences and with much Labour and trouble they obtai

in Return thereof Silver & Proceeded to Macao but by the Seasons having so far advanced they were obliged to bear away for Batavia from which last mentioned Place the Ship took her departure for Madras and arrived there in Safety having the Complainants Property in Dollars which ought to have been delivered at Canton Pursuant to the Conditions of the Respondentia Obligation but for the Reasons before alledged rendered impracticable the Defendant further saith that from the Relation before mentioned and the circumstances Considered the Complainant cannot be intitled to any Part of his Prorata the Defendant further saith that on his Arrival here the Majority of his Respondentia Creditors on the Ship Sultanness a Begum were so sensible of the Equity of the above assertion that they agreed to Accept of the Principal and Premium Without any Prorata and Accordingly did Receive no more of the Defendt than the Principal and Premium without the additional Prorata the Defendant further saith that he made the Complainant acquainted with the aforementioned Manner in which he Settled with his Respondentia Creditors and Prayed him to Adjust the Matter in the same way but the Complainant refused to Comply with these terms and insisted on the whole of his Respondentia with the Prorata and which this Defendt would Consent. All Which Matters and things this said Defendt is Ready and Willing to Verify Maintain in such Manner and form 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

Antonio de Souza

Chas. Bromley
Attorney for the Defendant

5th April 1768
Sworn before Me this
Day
Jona. Sharpe
Alderman

Ant.o de Souza — Pl.ts Exhibit A.re Account Current

Ship Sultaness Begum from Bengal to Batavia
Madras Rupees 20208.4 Dollars 24249.28
Rupees 800 @ 368 100 Dollars 960
Rupees 12208 @ 110 Dollars 13429
Premium 25 p.Cent on 24249.28 6062.32
Ship Sultaness Begum from Batavia to Madras
Rupees 20208.4 Dollars 24249.28
Premium 25 p.Cent on 24249.28 6062.32
Ship Sultaness from Madras to Bengal
Rupees 20208.4 Dollars 24249.28
Premium 25 p.Cent on 24249.28 6062.32
Ship Sultaness from Bengal to Madras
Rupees 12208 @ 110 Dollars 13429
Premium 25 p.Cent on 13429 3357.25
Ship Sultaness from Madras to Bengal
Rupees 12208 @ 110 Dollars 13429
Premium 25 p.Cent on 13429 3357.25
Ship Sultaness from Bengal to Batavia
Rupees 20208.4 Dollars 24249.28
Premium 25 p.Cent on 24249.28 6062.32
Ship Sultaness from Batavia to Bengal
Rupees 20208.4 Dollars 24249.28
Premium 25 p.Cent on 24249.28 6062.32
Dayd @ 8 p.Cent on Amount 117632.75
Paid Do 117632.75

Pagoda 1 = 3 Rupees Sonakea Spanish Dollar 2 = 1 Rupee Sonakea Spanish Dollar 16 = 1 Rupee Sonakea Spanish Dollar 100 = 1 Rupee Sonakea Spanish Dollar

Port St George 19th January 1768

Antonio de Souza

Read and filed
May 3d 1768

The Replication of Pigos Catchick of Madras Merchant Complainant to the Answer of Antonio De Souza of the same place Merchant Defendant

This Replyant now and at all times hereafter Saving and Reserving to himself all and all Manner of benefit and Advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that He will Aver Justify Maintain and Prove his Bill of Complaint and all and Singular the Matters and things therein Contained to be good certain true and Sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby Setforth and Alledged and that the Answer of the said Defendant is very Untrue and Evasive And this Replyant further Saith that the said Defendant doth stand Indebted unto this Replyant in the Sum of One thousand four hundred and Eighty One Pagodas and thirty five fanams as Setforth and Stated in the said Bill of Complaint and the Account Current thereunto annexed Notwithstanding what the said Defendant in his said Answer Alledges to the Contrary, the Defendant in his said Answer denies that this Replyant, is any was Intitled to his Prorato because the Ship on which the Respondentia was lent did not Proceed on her Voyage from Manila to Canton by Reason that both Ship & Cargo were by the Government of Manila Arrested upon the Supposition of her being an Illicit Trader by which Seizure the Defendant Saith She lost her Passage to Canton this Replyant in Answer or Reply thereunto Saith that the Detention of the said Ship does not in the least Concern this Replyant nor does either that or his not Proceeding to the Canton in the least Affect his Respondentia Prorato Nor is either those or any other Matters

this Replyants Right to the said Prorato for this Replyant Saith that by the tenor of the said Bond the said Ship was at Liberty to Proceed to China And it was not this Replyants fault that She did not do so therefore the Defendant might as well Say this Replyant is not Intitled to the Premium as Prorato for the One is Just as much part of the Conditions on which the said Money was lent as the other And this Replyant could not after the Expiration of ten Months, which is the time Limited in the said Bond for the said Voyage, forfeit his right to the Prorato without forfeiting his right to the Principal and Premium also and that could only have been in Case of a loss of the said Ship which has not happened on which Account this Replyant Conceives that he is to all Intents and Purposes Intitled to have One part of the Conditions on which the said Money was Lent fulfilled as well as the other, And with regard to what the Defendant in his Answer Sets forth about the Expences and Labour and Trouble which Attended the Releasement of the said Ship and the Cargoe being Sold at a great Loss this Replyant Saith those Circumstances are quite foreign to the Matters in Question for he might as well Assert that by this Replyants having lent the Defendant the said Money on Respondentia He was to be Answerable for any Loss that the Defendant might Sustain by the Sale of his Goods or by the Sale of the Cargoe And had the said Defendant Instead of being a loser by the Sale of his Investment gained One hundred ℘ Cent by it this Replyant might Just as well alledge that he was Intitled to more than his Principal Premium & Prorato on Account of such Gains as the Defendant Alledge that this Replyant is not Intitled to his Prorato because He Sold his Investment at Loss or because the Cargo Sold at Loss Nor this Replyant any thing to do with what his this Replyants Money might be brought herein Whether in Dollars or any thing else as the Defendant Alledges for his Money was at Risque on the said Ship till her Arrival at this Place as Plainly appears by the Defendants Answer therefore He is Undoubtedly Intitled to have the Conditions on which He lent the

Notwithstanding the Defendant in his said Answer so Positively Asserts that this Replyant cannot be Intitled to any Part of his Prorato the Defendant further in his said Answer Setforth that on his Arrival here the Majority of his Respondentia Creditors on the said Ship were so Sensible of the Equity of his Assertions in his said Answer that they Agreed to Accept of the Principal and without any Premium without any Prorato and Accordingly did Receive no more of the Defendant than the Principal and Premium without the Additional Prorato with which Circumstance He Acquainted this Replyant and Prayed him to Adjust the Matter in the same Way, this Replyant in Answer or Reply thereunto Saith that he does not know Whether the Defendants other Respondentia Creditors did or did not Agree to Accept or whether they did Accept of the Principal and Premium without Prorato, or if they did what might be their Motives for so doing But this Replyant Saith that if they did Accept of the same it does not in the least Affect this Replyants said Demand Nor is it any Reason why this Replyant should Agree to it or why He is not Intitled to his Prorato for if Instead of the Prorato they had given up their whole Principal and Premium it is not from thence to be Inferred that this Replyant should do the same And this Replyant further saith that the other Creditors Might for any thing this Replyant knows to the Contrary have some Reason for giving up Part of their Property or their Prorato in Case they did do so But this Replyant has not the least Reason to give up any Part of his Prorato on the Contrary He Saith that he made Insurance on the said Principal and Premium at Ten ℔ Cent for the said ten Months the Premium of which Insurance Amounted to Six hundred and Twenty five Pagodas therefore had the said Ship Performed her said Voyage in ten Months this Defendant would only have had Six hundred and Twenty five Pagodas Profit upon his Money And the said Ship not going her Proper Voyage and not Arriving within the time Limited but proceeding to Batavia the Insurance which this Replyant had made as aforesaid was of no Validity this Replyant

to Madrass at Six ℔ Cent for three Months And the said Ship not Arriving here in that time if She had been lost the said Insurance would not only have been of no Validity but this Replyant would have lost his whole Respondentia Premium and Prorato so that it Plainly appears that this Replyants Profits upon the whole are not more than Adequate to the Risques that he has Run And this Replyant Submits to the Judgement of this Honble Court Whether He is not Intitled to his prorato as Charged in the Account Current annexed to his said Bill of Complaint & he hopes that it will not only appear to this Honble Court that this Replyant is Intitled thereto but also that there was not the least reason to Induce this Replyant to Comply with the Defendants said Request of deduct the Prorato and more Particularly so as the Defendant did not make the least Application to this Replyant about the said Respondentia till He had Settled with his said other Creditors as He Informed this Replyant he had done And then it was upon this Replyants desiring him to Settle the Matter so that in Case this Replyant would otherwise have been Inclined to favor the Defendant by giving up any Part of his Prorato his Applying to every other Creditor and Settling with them without Acquainting this Replyant therewith or desiring him to Mitigate the Matter along with the rest of his Creditors He this Replyant looks upon as a Sufficient Reason for not giving up any part of his Right to the said Defendant

All Which Matters and things this Replyant is Ready and willing to Verify Maintain and Prove as this Honble Court shall direct and most humbly Prays as in and by his said Bill of Complaint He hath already Prayed

John Sykes
Attorney for the Replyant

Read and filed
31st May 1760

The Rejoinder of Antonio De Souza of Madras Merchant to the Replication of Pogos Catchick also of the same Place Merchant

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 incertainty and Insufficiency of the said Replication for Rejoinder saith that the said Defendants Answer is true certain and Sufficient in the Law to be Replied unto and he also saith as in and by his said Answer he hath already said and do and well aver and maintain all and every thing and things therein to be true and certain in such Manner as they and every of them are therein alledged and expressed And the said Defendant further saith that the Replication of the said Complainant is Uncertain untrue and insufficient in the Law to be Rejoined unto by the said Defendant for divers defects and imperfections therein Contained All Which Matters and things the said Defendant is Ready and Willing to verifye maintain and Prove in such Manner and form as this Hon'ble Court shall direct and humbly Prays as in and by his said Answer he hath already Prayed

Chas. Bromley
Attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a Certain Cause now Depending and at Issue in the Hon'ble

Complainant and Antonio De Souza is Defendant

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

To Gocul Terwardy 2d ..... Did You or did You not at any time in or about the Month of June in the Year of our Lord One thousand Seven hundred and Sixty Six Insure any Sum of Money for the Complainant on the Ship Sultaness Begum, If Yea, How much Money did You so Insure for the Complainant on the said Ship and when and from and to what Ports or Places & at what Rate or Premium did you so Insure the same & how much did the Compl.t pay you for such Insurance? the whole of these Matters according to the best of Your Knowledge Remembrance & belief together with the Reasons of such Your belief fully & particularly Declare

To Mr Chas. Bromley 3d ..... Did or did not the Insurance Company of Madras at any time in or about the Month of April which was in the Year of our Lord one thousand Seven hundred & Sixty Seven Insure any Sum of Money for the Complainant on the Ship Sultaness Begum, If Yea what Sum did they so Insure for the Complainant and from and to what parts or Places & at what rate or Premium and how much Money did the Compl.t pay for such Insurance & to whom? the whole of these Matters according to the best of Your knowledge Remembrance Information & belief together with the Reasons of such Your belief fully and particularly Declare

To all the Witnesses 4th ..... Do You know of any other Matter or thing or have You heard or can you set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Compl.t If Yea declare the same as You know have been Informed or do believe to be the Reasons of such Your belief as fully as if You had been

Mayors Court at Madraspatnam

Between Pogos Catchick of Madras Complainant and Antonio De Souza Defendant

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

Gocul Terwardy of Madras a Diamond Merchant Aged 63 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, was on the 21st day of July 1768 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conocapah 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 hath known the Complainant 10 Years or thereabouts, but hath no knowledge of the defendt

2 ..... To the Second Interrogatory this Deponent saith, he did Insure the Sum of 3000 Pagodas for the Complainant in this Cause, in the Year One thousand seven hundred and Sixty Six on the Sultanessa Begum from this Port of Madras to Manila, from thence to China and back to this Place, at 10 ℘ Cent Premium for the Voyage that the said Premium was paid down to him by the Complainant at that time being 300 Pagodas further this Deponent saith not to this or to the last Interry

Henry Crawford Examiner

This is to Certifye That I have Examined the Books belonging to the Madras Insurance Company & find that only one Policy No 211 under date the 18th day of June 1767 was effected for Pogos Catchick on the Sultannessa Begum William

℘ Cent And that on the 21st day of November following a Return of Premium on Pagd 2400 was made him by the said Sultannessa Begum fell so much short of the Sum by him first insured, As Witness my hand this 15th day of August 1768

Chas Bromley
Clerk Madr Insur Compy

Mayors Court at Madraspatnam

Tuesday the 11th day of October Anno Domini 1768

L.S

Present

Charles Smith Esquire Mayor

Peter Mariette — Thomas Powney &

Edward Stracey — Aldermen

Mayors Court

Between Pogos Catchick of Madras Merchant Complainant and Antonio De Souza also of the same place Merch defendt

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill with an Account Current annexed the Defendants Answer with an Account Current annexed, the Replication, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon, It appearing to the Court that the defendant hath not given sufficient Reasons

John Debonaire — Thomas Powney
Edward Stracey — and John Hollond
Alderman

Between Joseph Heathcote
of Fort Saint George. Merchant Comp-
-lainant and Mengatoo Yellapah of
Madras Inhabitant Defendant

The Defendant being in Court and Acknow-
-ledging 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 Com-
-plainant the full and just Sum of Sixty five Pag.s twenty
four fanams and Sixty Cash / Pagodas 65..24 60 / together
with such Interest as now is or shall hereafter become due thereon
untill full payment is made also all Costs of this Suit

Cur

To the Honorable the Mayors
Court at Madraspatnam

Read and filed
29th Nov. 1768

The Humble Petition of Francis
Jourdan Paul Benfield Arthur
Cathlot [illegible]

Nabobs Creditors to Act in their behalf

That Walaujaw Ummeer Ulhind Uradet Ulmole Serajah Dowla
Annaverdeen Cawn Behaudre Munsoor Jung Sippa surdar Nabob of the
Carnatick, and Umdet Ul Omrah Meyen Ulmole assed Ul Dowla Hussein
Ally Cawn Behaudre Zulphecare Jung, his Son being indebted on Acct of
the Circar to a great Number of the Inhabitants of this Settlement and other places
in considerable Sums of money and having on the 1st of Janry 1767 Granted fresh
Bonds for his Debts which at that Time Amounted to P.N Pag.s 55,800
and Current Pag.s of Madras 22,29650 and to secure to them the Payment
thereof having Assigned and made over all the Revenues of certain districts
And the debt being considerable and a great Number of Persons interested
in the abovementioned Bonds Your Petitioners humbly requests of be-
half of themselves as well as of the all the other Creditors that this Hon.ble
Court will be pleased to receive the Proposals made by the Nabob to his Creditors
the Deed of Assignment the Nabobs Power of Attorney to the Trustees John
Pybus, John Call, and James Bourchier and order them to be entered and kept
with their Records that their Authenticity may be the better established and
that all Persons interested may have Access to them & obtain Authentick
Copies thereof, And Your Pet.rs

Shall Ever Pray

مهر نواب والاجاه

مسکه والاجاه امیر الهند عمدة الملک سراج الدوله انور الدین بهادر منصور جنگ سپه سردارم بارها مبالغ کثیر از نوکران کوتهی و افسانه کوتهی
و دیگران چه کلاه پوشان و چه مردم اهل ملک بطریق قرض بوعده سرصد بیست سالیانه گرفتم چنانچه تمسکات مبالغ منمقر بالفعل ادا نشدند چون
هانربل کورت افدر کتارس در ولایت برای سرانجام کرده دادن کارهای کوتهی هستند از احکام انها که در هولا رسیده است مشخص کردند که اینده سود
افزون از ده سرصد هرگز نباید گرفت چنانچه در مدت واجبی مقرره مقدور ایشان هم نیست در نظر بر وقوعات امورات بالفعل ایشان افزون
از این ندهم سایران از این نوع بجمیع مردمان اطلاع شود که منمقر از راه واقعی آرزو داریم که قرض خود بمردمان بجلدی و براستی ادا شود سایران منمقر
جان پیس و جان کال و جیمس بوچر اسکوریس را از راه واقعی شرع ترک وکیلان خود مقرر و مشخص و معین میکنم و مختار خود ساختم برای ایشان و از نام ایشان
هر چه مطلوب شود جهت ادای قرضهای مسطور بطریق ذیل بکنند و بکنانند و بدهند و بدهانند و شرح ذیل مذکور اینکه یعنی تا که همه قرض خواهان مساوی
و برابر باشند و مبالغ متفرقه هر یک کس در اوقات متنوعه بطریق قرض بمنمقر دادند همه را در مبلغ یکجا مجموع کرده شود وکیلان صدر بالفعل اشتهار باید داد
مدت انتهای همه تمسکات که سود بیست یا افزون از آن سرصد در آن نوشته باشد در نهایت سی و یکم ماه دسمبر سنه ۱۷۶۶ عیسوی مقرر و مشخص شده است
و بعد انقضای مدت مذکور هر یک تمسک خسارت کرده در اصل تمسک هم داخل کرده خواهد شد و از مدت مذکور بهر یک کس تمسکات نو برای همه اصل و سود در یک جا
داخل شود نوشته داده خواهد شد و وعده تمسکات مذکور در عرصه سی ماه یا کم از آن قسمیکه وکیلان منمقر جهت ادای به ترتیب تفریق منجمله هر یک کس
زر در دست خواهند داشت نیز نوشته داده خواهد شد و همین قسم تا که جمیع مبالغ بمعه سود سالیانه سرصد ده تمام و کمال ادا نشود جاری باید داشت و منمقر
هستیم نیز وکیلان مذکور را جهت قرض دادن به ضمانت معقول بوعده قلیل و بسود بهترین هر زریکه بابت ما در دست میدارند مختار میکنم

واینکه جهت ادای قرض منقرزم ابرصلحت من بعدازت منعم قرض بگیرد حواله دیگر بهادات در استحکام هریک کاروفعال جمیع اینچنین وکیلان
منعم خواهند کرد یا خواهند کرد بنده منعم دیده و جهت و ثابت کوام تحریر الماری روز ۲۶ ماه دسمبر سنه ۱۷۶۶ عیسوی مطابق سنه ۱۱۸۰ هجری

Whereas I Waulaw Jaw, Ummeer ul Hind, Hindetull Moleki Serajah Dowlah, Anawerdeen Cawn, Behaudar, Munsoor Jung, Sippa Sardar, have from time to time borrowed large Sums of Money from the Company's Civil Servants, Military Officers and others, as well Europeans as Natives of this Country at the Rate of 20 ℔ Cent ℔ Annum Interest thereon, for which my Bonds are now outstanding, And Whereas the Honorable the Court Directors, for the Company's Affairs in England, have by their late Orders, limited the Rate of Interest in future to 10 ℔ Cent ℔ Annum which under my present Circumstances, is full as much as I can pay, within any Reasonable time, Now know all Men, by these Presents, that being truly sollicitous, that my Debts to Private Persons, should be speedily and fairly discharged I the said Waulaw, Ummeer ul Hind &c. Do hereby nominate, Constitute and appoint, and give my full Authority to John Pybus, John Call and James Bourchier Esqrs to be My true and lawfull Attornies, for me, and in my Name, to transact, do and cause to be done, every thing that may be requisite towards the discharge of my Private Debts, in manner and form following Viz.t that every one of my Creditors may be put on the same Footing, and that the several Sums, lent me, by each Person, at different Periods and on different Capital Sums, my said Attornies shall immediately, to give Publick Notice, that the Limitation of all Bonds bearing an Interest of 20 ℔ Cent or more, is fixed to the 25th Octr. 1766 at which time, the Interest will be calculated thereon, and added to the Principal Sum, and that New Bonds, will be given from that time to each Person, for the whole of his Principal and Interest in one Sum, bearing an Interest at the Rate of 10 ℔ Cent ℔ Annum, and payable at the end of six Months, or sooner, as my Attornies, shall have Cash to discharge, a certain Proportion of each Capital Sums, with the annual Interest of ten ℔ Cent ℔ Annum be intirely paid off — And Thereby further empower my said Attornies, to lend out, on good Security for a Short time, at the best Interest they can get any Money of mine that may be in their hands, and even to borrow any sum or sums of Money at 8 ℔ Cent, towards the discharge of my Debts In Witness whereof, and in Confirmation of every Act and Deed my said Attornies shall do, or cause to be Done in the Premises, I have hereto set my Hand, and Seal this 27th Day of December 1766 — equal to the 12th of the Moon Rajub in the Year of Hegyra 1180 —

The Honble the Court of Directors having been pleased by their Commands the 17th May preceding the 2d December to limit the future Interest on Monies lent by their Servants civil or military to the Rate of Ten ℔ Cent ℔ Annum — And the Nabob Serajah Dowlah having borrowed many large sums at the rate of Twenty ℔ Cent ℔ Annum, not only from Company's Servants, but others, to which the State of his Country and Revenues will not, at present, near for a considerable Time to come enable him to pay, but being desirous however to ensure as far as in him lies the Certain and speedy Payment of his said Debts, and at the same time to Conform to the said Orders of the Court of Directors We have with this View appointed us, John Pybus, John Call and James Bourchier his Agents or Attornies for the settling & payment of his Debts to Individuals either Company's Servants, or Soldiers

And that these his Intentions may more easily effectually be carried into Execution the Nabob hopes that his Conditions will be Agreeable to every Real Creditor

First..... As the Creditors are many, and as he has now or may have Bonds dated at various Times for various Sums, he hopes every Creditor Consent to have his Bond or Bonds expire the 5th of January with the Interest of 20 ℔ Cent which shall be added thereto Receiving new other Bond from the 5 January 1767 being that time at the Rate of 10 ℔ Cent ℔ Annum

Secondly..... The Nabob proposes as soon as he is ascertained of the Amount of his Debts Individuals to the 21st December 1766 of the revenues of certain Countries for discharging the half yearly, or by any other Periods as the produce shall be and remitted to his Attorneys. and as this Method will be Speedy and effectual without Loss or Disturbance he hopes it will be satisfactory to all his Creditors

Thirdly..... The Nabob desires that each Creditor for himself Principal, or the Attornies of his Creditors will Signify their Consent to the above Proposals for discharging the Cannot devise any more equitable Method, whereas those do not come into the said Measure will be Excluded from Dividend of the produce of the Countries which he proposes to Assignment to his Agents for the payment of such Creditors shall Agree to Receive on the above Terms, for an Assignation he will be incapable of paying the

Fourthly..... He desires to know if all his Creditors are Satisfied that his said Attornies shall Act for and in their Behalf as well as for himself, they will please to signify their Consent, if not they will be pleased to appoint one or more Representatives on their Parties with whom the Nabobs Attornies will transact all Business relative to the Discharge of such Debts as shall be due on the aforesaid Terms from the 5th January 1767 till the whole be paid

NB Such of the Creditors or Attornies for Creditors as are willing to Receive their Money on the above Terms will be pleased to sign opposite their Names that Assignments may be made in their Behalf to Discharge the Amount of their Bonds as fast as the Countries will produce Revenues sufficient for the Purpose

John Rybot } Agents
John Call..... } for the
Sam[l] Bourchier } Nabob

A List of Creditors to the Nabob according to the Bonds Outstanding the 21st December 1766

A	Ardley Samuel.....	Agreed Sam[l] Ardley
	Adams Reynold.....	I Agree Rev[d] Adams
	Aldersey William.....	We Agree Geo Stratton Charles Smith Att[ys]
	Affleck Cap[t] Phillips.....	I Agree Ch[s] Bourchier Attorney
	Alexander James.....	I Agree Henry Brooke Attorney
B	Boswall Alexander.....	I Agree Alex[r] Boswall
	Briggs Stephen.....	I Agree Stephen Briggs
	Bourchier Charles.....	I Agree Chas Bourchier
	Bourchier James.....	I Agree Jas Bourchier
	Barnewall Francis.....	I Agree Fra[s] Barnewall
	Barnewall Francis.....	I Agree Henry Brooke for Mrs Barnewall

	Baker Capt. George	We Agree Chas. Bourchier J. M. Stone Attys
	Backhouse Capt. Thomas	I Agree Chas. Bourchier Attorney
	Benfield Paul	I Agree Paul Benfield
	Brickenden Richard	Jas. Bourchier Attorney
	Boddam Miss Mary	I Agree Nic. Morse
	Bromley Charles	I Agree Chas. Bromley
C	Campbell Colonel Donald	Gilbt. Pasley Attorney Agrees
	Campbell Colonel Charles	John Call Geo Stratton John Turing Attys
20	Call Colonel John	I Agree John Call
	Calland John	I Agree John Turing Attorney
	Cranch Captn. Peter	
	Cowley Captn.	I Agree William Cowley
	Clerke John	I Agree Paul Benfield Assigner
25	Cuthbert Arthur	I Agree as far as relates to my own Debt } Arthr. Cuthbert
	Calvert Captain	
	Carter Roger	I Agree Chas. Bourchier Attorney
	Crawford Quintin	
	Church Wards of St. Mary	We Agree Geo Stratton
30	Cosby Captain	I Agree Wm Cosby
	Crommelin and Boddam	We Agree Chas. Bourchier, Nichs. Morse Attorneys
	Crommelin Charles	
	Cotsford Edward	I Agree James Johnson Attorney
	Corniette Sackville	I Agree Chas. Bourchier Attorney
	Croke Edward Withdrawn	
D 40	Davis Captain	We Agree Geo Stratton Charles Smith Attornies
	DeCastro Daniel	
	Dawson George	I Agree Geo Dawson
	Drake Dawsonne	I Agree Dawsonne Drake
E	Eley John	I Agree J. Eley
F 45	Floyer Charles	I Agree Jas. Bourchier Attorney
	Fairfield Richard	

	Freischman Daniel	
G	Grant Captn.	Agreed C Griffiths
50	C Griffiths Venerend	
	Goodlad William	Agreed W. M. Goodlad
	Griffin Mrs.	Agreed Frances Griffin Attorney
	Gambier Robert	I Agree Chas. Bourchier Attorney
H	Hinchley Doctor	
55	Hollond John	I Agree John Hollond
	Hirst Revd. William	I Agree Chs. Bourchier Attorney
	Hunter John	
	Hutchinson Captn.	
	Hodges Thomas	
60	Hopkins Phillis	I Agree Phillis Hopkins
	Haldane Captn. James	We Agree Geo Stratton Chas. Smith Attys
	× Hart, Colonen Simon	
I	James Captn.	I Agree Frans. Jourdan
	Jourdan Francis	
65	John Samuel	I Agree Saml. Johnson
K	Knox Captn.	Agreed Mitchelburne Knox
	Kirkpatrick James	I agree for myself and shall appoint Attornies to transact with the Nabob's Agents all Business Relative to the Discharge of my Bonds James Kirkpatrick
L	Lang Ross Lieut. Colonel	Richard Lathom Agrees
	Lathom Richard	
M 70	Munro Robert Duncan	I Agree Robt. Duncan Munro
	Macklin Christopher	I Agree Chrisr. Macklin
	Munro Francis	I Agree F. Mary Munro
	Mariette Peter	I Agree Peter Mariette
	Morse Mrs. Jane	I Agree Jane Morse
75	Monckton Edward	
	Moses Samuel	I Agree Saml. Moses Junr.
	Morse and Hollond	We Agree Nic. Morse, John Hollond
	Morse Nicholas	I Agree Nic. Morse

	Baker Capt. George	We Agree Chas. Bourchier J. M. Stone Attys
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	Griffin Mrs.	Agreed Frances Griffin Attorney
	Gambier Robert	I Agree Chas. Bourchier Attorney
H	Hinchley Doctor	I Agree John Hollond
55	Hollond John	
	Hirst Revd. William	I Agree Chs. Bourchier Attorney
	Hunter John	
	Hutchinson Captn.	
	Hodges Thomas	
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	Macklin Christopher	I Agree Chrisr. Macklin
	Munro Francis	I Agree F. Mary Munro
	Mariette Peter	I Agree Peter Mariette
	Morse Mrs. Jane	I Agree Jane Morse
75	Monckton Edward	
	Moses Samuel	I Agree Saml. Moses Junr.
	Morse and Hollond	We Agree Nic. Morse, John Hollond
	Morse Nicholas	I Agree Nic. Morse

	Myers Captain	
	Mackay George	Agnes Geo: Mackay
	Mordaunt Charles	Agnes Chas Mordaunt
	Majendie Andrew	Agnes Andrew Majendie
N	Norris Hugh	Agnes Chas Bourchier Attorney
	Newton Andrew	We Agree Chas Bourchier John Collamy
P 85	Pybus John	Agnes John Pybus
	Pomroy Mary	Agnes Mary Pomroy
	Painter Capt	
	Perring Peter	
R	Rose Andrew	Consent Andrew Rose
90	Russell Claud	We Agree Geo Stratton Chas Smith Attys
S	Smith Richard Colonel	John Call Geo Stratton G. Mackay Attorneys
	Stratton George	Geo Stratton Agent for himself and others under him Provided they Consent
	Smith Lewin	
	Short John	Agnes Richd Stanton
95	Stanton Padre	
	Storey Doctor	Agnes Robert Storey
	Spencer John	Agnes Chas Bourchier Attorney
	Sadlier Anthony	Agnes Anth Sadlier
	Stacey Edward	Agnes E Stacey
100	Spratt Doctor	Agnes John Spratt
	Stratton and Bourchier	Geo Stratton and Jas Bourchier
T	Turner Charles	Geo Stratton Jas Bourchier Attorney
	Turing Mary	Agnes Mary Turing
IV	Webber Capt	
105	Wood John Colonel	
V	Van Sittart Henry	We Agree Nic Morse

Omitted	Gillis Paisley	Agnes Gillis Paisley
	Capt Kane	Agnes Paul Benfield Attorney
110	Capt Pascal	Agnes Paul Benfield Attorney
	William Petrie	Agnes William Petrie

جمیع کل ملکان کی خدمت میں مسید باسلامت باد اکرو الاجاہ امیر الہند عضد الملک سر رایج الدولہ الوالدہان بہادر مصور جنگ سپہ دار دلاور ملک کلک ستیہ و ناکر جہان الامرا امیر الملک اسد الدولہ حسن علی خان بہادر روشن الفقار جنگ مشہور بہ ازوفخی و دولتاں و دوستداران جنگ اعلام سانیم جون بایان ارجعہ خود مرقوم فرخت حکومت انگلیس رسیدہ کہ بنیاد مسالمہ و اتحاد و مناسب وقوعت اصحاب من الہ و حضرت ہن محمد صلعم قرض کردہ بوصول مدآمدیہ و مرطابی یادداشت توصیاں کی عاقد چسپانیدہ شد ان مسلمہ مذکور بعضے تمسکات مرقومہ خش ۱۱۶۶ سنہ عدیہ ارمدان کہ مرصدق مسدد کرکست بوسیلہ دلیم ہا ران اسلام منور ہایان کمال اعتبار و اعتماد بجانب پس وجا کال و جمیس بوجہ ارسکورس دلیلہ لدروی و کالتنامہ مرحومہ مکالنی ۲۰ ہم مرقوم ۲۰ ہم دسمبر ۱۷۶۶ عدیہ جہت حکام کہ فرمان امہالت بایان مرحمت فرمایند بعرض خوالان نعلی دلدہ و جہت رفع و اقعہ ش نمودن و صحنہ مسطور فایہ پس بیان ایمیل بوجہ مکور سابق مرحومی مرحمہ جہت ایمہ ہایان بجان پے پس وجا کال و جمیس بوجہ مرحومہ ہای کارکنان ملکات و محاصل زمینہا و بنک و اقطاع و سایرات و رسوم و جہ لدروی مناقعات بالفعال و آینندہ تا ادای ندہ قرض تمسکات مرکوند لدیعلقا و الکند و سلکنہ و ہرکری و دوردا جات و یلوانا مور قیتا کنند و کلا جی و تروالدی و دیلدپورم و جہ و دوردا و قرنامان و جیت پیت و تری و دوندوسی بوی آہر جہت تعلق محاصلات مرقومات مذکور در عدت امنیت تخمینا جشت لک جن سالیانہ مبلغ دلیم و تحوال نمودیم و لدروی ای کاغذ مبدہیم و تحوال میکنیم و نیز ازینک سالیانہ مبلغ مرقوم ہر یک سال ملحق شدہ تا جولایی بہ ہایان از راجہ تجی و دولعب اللہ دست جہت تعلق مسجد آنجہ ہر یک روپیہ سالیانہ ہست دلیم و تحوال نمودیم و لدروی ای کاغذ مبدہیم و تحوال میکنیم ہای اعتبار در جان پے پس وجا کال و جمیس بوجہ مسطور قسمہ مبنا کہند محاصلات و محاصول زمینہای بنک و اقطاع و سایرات و رسوم ہای مرحومہ جہت وصولات محاصلات تعلقہ مرقومہ الصدر مشخص شدہ رسیدہ است باید رسانیدند لکن بعرض ارباب نصب عاملان ہایان الماس دارالان مسطور کار نباشد و ہایان لدروی ای کاغذ لدرفع خواہی و ابرازہ ہایان و ورثہ دلدان خواہی و عدول و قبول واقع میکنیم ہر ہایان ہمچنین در ایوصی ہای تعلقہ جہت ایمہ ہایان چہ مرحومہ تمسکات مرقومہ تمام و کمال با ملحقہ محاصلات تعلقہ مکملہ ای کاغذ ہای دیگر مصروفہ تخلیم کہ در مدت وفات یا فتن و یا رفتن جای دیگر بکی لدلک دلدان مذکور ہایان لدروی ای کاغذ عدول میکنیم ہای جملی ہر یک کہ در مورد و مسران بندرجای معدرس خواہند کرد و عطای رضامندی قرض مسطور خواہیم نمود و ایشہر مرقومہ الصدر ہای شرط و قسمیکہ تعلقہ تمسکات مذکور چہ ملحقہ از محاصلات تعلقہ مذکور بقسم دیگر تمام و کمال با دلدوان ہایان مرقومہ دلدان ای کاغذ تحوال و جمیع تمسکات مرحومہ و کالتنامہ مرقومہ کہ لاعذر مرصدق اسمعیل بندہ باطال خواہد گشت و محاصلات تعلقات مسطور بہ لدلدان مرحومہ رسانیدہ تحوالہ شدہ چہ لکہ لدرسانیدن تمام و کمال زنتر کات مذکور بعث و سبب ایں دوستی ای کاغذ تمام خواہد شد حکمہ در شہور الاسمعہ ہایان دستخطہا و مہرہای تحفہا در کاغذ مبندحای مرالیہ ثبت نمایم ہر جہت سنہ ۱۱۷۲ ہجری حرمان

شش ماه جنوری ۱۷۶۷ء منظور ثبت تحریر و مدعا و مضمون و مقصد اس کاغذ بایان اول ترجمہ کردہ شد است و بفہم مایان ہم رسید است

ولاجاہ امیر الہند
خان
سراج الدولہ ابو القاسم خان
بہادر صاحب سپہ سالار

الامر اعظم
علی خان
سیف الملک اسد الدولہ
نواب فقیر حسابت

To all to whom these Presents shall come We Mauw Law Jaw Ummeer Ul Hind Umdet Ul Mulc Serajah Dowla Annaverdeen Cawn Behaudre Mun Soor Jung Sipha Sardar Nabob of the Carnatic and Umdet Ul Omrah Meyen Ul Mulc Azed Ul Dowla Usun Alee Cawn Behaudre Zulpheecar Jung Sendg Greeting Whereas We have taken up and Twisted of Sundry Persons living under the Government of the English East India Company the full and just Sums of twenty two Lacks twenty Nine thousand Six hundred and fifty Star Pagodas and fifty five thousand Eight hundred Pole New Pagodas for which we have Granted several Bonds dated the first of January one thousand Seven hundred and Sixty Seven bearing an Interest of Two p Cent p Annum agreeable to Particular List thereof

Confidence in John Pybus John Call and James Bourchier Esquires have by our Letter of Attorney bearing Date the twenty Ninth Day of December one thousand seven hundred and Sixty Six appointed them to the Management of our Affairs relating to our Debts to the said Creditors and for and towards the speedy and effectual Payment and Satisfaction of the said Debts Have given granted Assigned and transferred and by these Presents Do give grant and transfer unto them the said John Pybus John Call and James Bourchier until the Amount of the Abovementioned Debt shall be fully discharged all and every Part of the Revenues Produce of Lands Peiscash Trisk Duties Customs Fees Whether Rents or Emoluments which we now are or hereafter may be entitled unto from the Districts of Valgondah Chellumbourum Benaguerry Cordachy illum Chanamacare Teagar Calicaurchy Trinady Villaporum Ginges Waldour Trinomale Chittaput Timery and Wandewash the Revenues when free Times of Peace and Tranquillity are together Computed at Eight Lacks of Pagodas Yearly And the annual Tribute or Peiscash which is Payable to us Yearly from the Rajah of Tanjore on the Eighth day of July amounting to the Settled Sum of four Lacks of Rupees Annually In Trust that they the said John Pybus John Call and James Bourchier shall from time to time according to their Direction apply such Revenues Produce of Lands Peiscash Trisk Duties Customs or Fees towards Payment of our said Debts to the said Creditors paying to each a just dividend According to the Proportion which their Several Demands bear to the whole Amount of our Debts And We do hereby declare that we will on the Execution of these Presents furnish our said Trustees with Orders and Directions under our Hands and Seals to our Naib or Principal Managers of the said Districts Resident at Arcot to Permit to the said John Pybus John Call and James Bourchier all and every the Revenues Produce of Lands Trisk Peiscash Fees Duties or Customs whatsoever which may or shall be Collected on our Account by the aforesaid Districts but our said Trustees shall have nothing to do with the Removal or dispossessing And we do hereby for our selves our Heirs and

		Pr Mens Pagodas	Star Pags
Samuel Moss			11250
Christopher Macklin			3450
Peter Maquett			15150
Edward Monckton			10200
Charles Mordaunt			1200
Robert Duncan	Munro		1600
Jane Morse			11900
Frances Mary	Munro		5700
Andrew Majendie			2600
Nicholas Morse			18050
Henry Myers			6100
Thomas Orton			2500
Hugh Norris			1850
Andrew Newton			11950
Mary Powney			7050
Peter Perring			2850
Josias Du Pre			17000
Gilbert Pasley			18800
Estate of Major Preston			9900
Thomas Powney			3200
John Pybus			40500
George Richardson			17850
James Reid			5400
William Russell			1400
Claud Russell	Lut Smith Junr		13350
Andrew Rose			54050
Claud Russell			37100
Arthur Sinclair			22000
John Sprat			1450
Robert Stagey			6150
George Shade			5950
George Stratton			1400
Geo Stratton and Jas	Bourchier		45000
Estates of John Smith	Junr		12650
William Stratton			8200
Anthony Sadleir			5400
			10900

	Pr Mens Pags	Star Pags
John Lewin Smith		35450
Edward Stagey		19050
Richard Smith		115750
John Short		6650
Richard Stanton		4850
Theatrical Society		5850
Charles Turnier		30850
Mary Turing		21050
John Turing		1050
Charles Tod		4150
Alexander Tod		9501
Agar Wedman		1250
Webber		11700
Joseph Hemchley	7100	3550
Rose Lang		7100
Simion Hazl		15500
Edward James		1150
Samuel Johnson		4900
Captain Chaunch		650
Charles Player	16800	13300
John Wood		9950
John Calland		18900
Lieutenant Villard		1250
Pr Mens	55800	Star Pags 222650

Amounting in the whole to Two Lacks twenty Six hundred and fifty Star Pags

Fifty five thousand Eight hundred Pr Mens Pagodas and twenty Nine thousand

Read and filed
22 November 1768

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James West of Fort Saint George Merchant that Vengaty Swamy of Madras Dubash stands Indebted unto Your Orator in the Sum of Sixty Pagodas fifteen Fanams and Sixty four Cash Current Money of Madras making Six Sterling Money of Great Britain Accounting Twenty Pagodas Eight Shillings the Sum of Twenty four Pounds and three Shillings or thereabouts as will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honorable Court And whereas Your Orator prays for the inspection of this Honorable Court And whereas Your Orator prays may be Examined as to the Premises part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Vengaty Swamy of the said Sum of Sixty Pagodas fifteen Fanams and Sixty four Cash

But now so it is May it please this Honble Court the said Vengaty Swamy Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Writ of Subpoena to be Directed to the said Vengaty Swamy Commanding him thereby and at a certain Day and under a certain Penalty therein to be limited personally to be and appear before this Honble Court

time and please to be by this Honble Court Prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

18th Novr 1768

John Sykes
Attorney for the Complainant.

This Bill was shewn to Me between the Days of Adjournment. Let a Summons Issue Returnable Next Court day

Chas Smith
Mayor

Dr Vangaty Swamy in Account Current With Mr James West Cr

1767 Aug 15th	To 2 Pieces of fine Long Cloth @ 18/6 Pagodas p Piece	37			1768 Nov 10th	By Ballance	60	15	64
	To 1 Do of Fine Do @ 18 Do	18							
	To Interest on Do from the 15 Augt 1767 to the 10th Novr 1768 is 7 2 & 25 @ 8 p Cent p Annum	5	15	64					
	Pagodas	60	15	64		Pagodas	60	15	64

Fort St George 10th November 1768

Errors Excepted

p James West

Mayor's Court at Madraspatnam

Tuesday the 29th Novr 1768
Anno Domini 1768

L.S

Present
Charles Smith Esquire Mayor
Peter Mariette — Thomas Powney
Reynold Adams — Edward Stracey and
Francis Jourdan — Aldermen

Mayor's Court

Between James West of Fort Saint George Merchant Complainant and Vangaty Swamy of Madras Dubash 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 Sixty Pagodas fifteen fanams and Sixty four Cash (Pags 60. 15. 64.) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

p Cur

Read and filed 19th April 1768

To the Honble the Mayors Court at Madraspatnam

Arthur Cuthbert ..... Complainant
Aval Moottyah ..... Defendant

Sheweth

The Humble Petition of Williamah the Wife of China Tomby Son of Vencata

Puty

That a Warrent of Execution was issued against the Effects of the aforesaid Defendant whereby the Sheriff not only Seized the said Defendants Effects but also the House of Your Petitioner which Your Petitr enjoyed after the Death of her late Husband the said Chinatamby Your Petitioner further Shews that She has issue by the said China Tamby the Son of the said Vencatapaty in lawfull Marriage one Daughter

Your Petitioner therefore prays that the Sheriff may be restrained from selling Your Petitioners house and that Your Petitioner may be at Liberty to Produce her Title to the Premisses in question And Your Petitioner as in duty Bound Shall Ever Pray

Chas Bromley
Attorney for the Petitioner

Read and filed
May 4th 1768

The Answer of Arthur Cuthbert of the Island George Merchant Respondent to the Petition of William Ash of Madrass

This Respondent 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 Insufficiencies and Imperfections in the said Petition Contained for Answer thereunto or to So much thereof as This this Respondent is Advised doth Materially Concern him to answer Answereth and Saith that he Admits that a Warrant of Execution Issued from this Honble Court at this Respondents Suit against Anal Moottyall the Defendant in this Cause by Virtue

which the said Anal Moottyalls Houses and Effects were Seized by the Sheriff on Account of this Respondents Demand on him the said Anal Moottyall But this Respondent absolutely denies that any House of the Petr was Seized by Virtue of the said Warrant of Execution or that the Petr was the Wife of Chinna Tamby in the said Petition Named as is Unjustly set forth in the said Petitioner And as the said Petitioner has therein Endeavoured to Insinuate in Order to Induce this Honble Court to Imagine that the said House so Seized by Virtue of the said Warrant of Execution was the said Chinna Tambys and that She was his Wife and on that Acct that it Devolved to her at his the said Chinna Tambys decease the Contrary whereof is Notorious as this Respondent can Prove by Numbers of Witnesses And that the House in Question was the Property of Ragoo Chitty Deceased the said Anal Moottyalls Father at whose decease it devolved to and became the Property of the said Anal Moottyal whose property it still is on which Account this Respondent had an Undoubted right to have it Seized by the Sheriff on Account of his said Demand this Respondent is therefore much Astonished that the Petitioner should have the Assurance to Represent Matters to this Honble Court that are so false and factitious And thereby delay the Execution of the said Warrant, And this Respondent Just begs leave to Observe to this Honble Court the Inconsistancy of the Petitioner in the first part of the said Petition Stileing herself the Wife of Chinna Tamby Son of Vencatapaty and in the other part thereof Setting forth that She Enjoyed the said House after the Death of her late Husband Vencatapaty and that She has Issue by the said Vencatapaty in Lawfull Marriage one Daughter this Respondent in Answer thereto Saith He Conceives that those Contradictory Assertions are Sufficient without any other Evidence to Demonstrate that her Claim to the said House is Ill founded this Respondent also Saith that the Petitioner might for any thing that he knows to the Country have Issue by the said Vencatapaty or Chinna Tamby but denies that She had any such Issue in Lawfull Marriage or that She did ever Intermarry with him either of them or that the said House was ever the property of him either of them or that She has any thing to do therewith for the Reasons aforementioned

abovementioned, And this Respondent begs leave further to observe to this Hon'ble Court the hardship that he this Respondent labours Under and the Trouble Costs and Expences that He has been and is likely to be put to not only by the said Warrant of Execution being delayed by the said Petition but also by his being Under the necessity of Contesting the Matters in Question with the Petitioner who has not the least right to make any such Claim And who is not as this Respondent is Credibly Informed and verily believes Worth a Cash Consequently Unable to Satisfy the Costs and Damages which this Respondent may Sustain or be put unto on Account of her said Claim Which Circumstance this Respondent humbly hopes will not Escape the Notice of this Hon'ble Court

This Respondent therefore humbly hopes this Hon'ble Court will be pleased to Order the Sheriff to put the said Warrant of Execution in force by Selling the said House and the other Effects of the said Aval Mootyall which he has or may Seize by Virtue thereof & that this Respondent may be hence Dismissed with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained.

Arthur Cuthbert

John Sykes
Attorney for the Respondent

Interrogatories to be administred to Such Witnesses as shall be Produced, Sworn and Examined in a Certain Cause Depending between Arthur Cuthbert of Fort St George Merchant and Aval Mootyall of Madras Merchant Wherein Williamah of Madras is Petitioner And the said Arthur Cuthbert is Respondent

Interr Y^t 1 To all the } Do You know or do you not know the Parties Petr

Williamah Aval Mootyall and the other party Arthur Cuthbert? if Yea how long have You known them or either and which of them Declare

Ausenjady Pareanah Latcheme } 2^d Do You know or do You not know the house and its appurtenances situated, lying and being in Conacopal street and now Occupied by Williamah, is it, or is not the property of the said Williamah or the above said Aval Mootyall? if Yea setforth by what Right or Title the said Williamah or the said Aval Mootyall possessed the said Premisses so situated as aforementioned

Do 3^d Do You know or do You not know whether the said Williamah was or was not the Wife of the Deceased Chintomby the Son of Vencatahputty late of Madras Inhabitant? if Yea Setforth how and in what manner You became acquainted that the said Williamah is the Wife of the said Chintomby and whether the said Williamah and the said Chintomby were Married agreeable to the custom of their Cast or of what other Cast

Do 4th Do You know or do You not know whether the said Aval Mootyall did or did not Possess himself of or Resided in the House and Appurtenances in Dispute which is now seized by Virtue of a Warrant of Execution issued out of the Honorable the Mayors Court in this Cause setforth and declare And Do You know or do You not know or have You heard that the said House in the second Interrogatory mentioned was ever the property of Ragoo Chitty the Father of Aval Mootyall aforementioned if Yea setforth the same or how otherwise Declare

Do 5th Do You know or do You not know or can You Setforth how long the said Williamah, her husband the said Chintomby and the said Vencatahputty were in Possession or resided in the said House and Appurtenances if Yea the same Declare to the best of Your Remembrance

Do 6th Do You know or do You not know whether the said Williamah had any and what Issue by the said Chintomby

Chintomby and whether such Feast was before or after Marriage?
You set forth the same to the best of Your Knowledge and Belief

2d ——— 4th ——— Do You or do you not know whether the said
Aval Mootyal was or was not at the Marriage of the said Williamah
with Chintomby if Yea Set forth the same to the best of Your Remem
=brance Knowledge and Belief

Singery Chury 8th ——— Are you or are you not a Person appointed
for and Attendant on some Religious Rights and Ceremonies established
among Your Cast and are You or are You not thereby Properly qualified
=ified to marry such Persons as actually agree to live with each other
if Yea Set forth how You are appointed and how authorized and whether
it has been usual and Customary for you and how long to marry those
Persons that have applied for that purpose and whether such Ceremonies
by you so Performed were accepted and looked upon as legally done? Did
You or did You not marry Williamah the Person in the Title of these
Interrogatorys named and Chintomby Dwcand the Son of Vemabely
petty? if Yea whether such Ceremony was Performed agreeable
to their Cast or what other Cast and whether such Marriage of the
said Chintomby with the said Williamah was Received by the Inh
=abitants their Neighbours as Regular and in due form according to
the Established Rights of Your Religion the whole You know
touching this Matter Particularly set forth and Declare

Do ——— 5th ——— Do You know or do you not know or can You
Remember whether any and what Persons were Present at the
time of Your Performing the Marriage Ceremonies of the said
Williamah and Chintomby if Yea the Names of such Persons
as were so Present Declare

Soobbier 10th ——— Do You know of any other Matter

or thing or have you heard or can You set forth any thing touching
the Matters in question in this Cause that may tend to the Benefit or
Advantage of the Pltf Williamah? If Yea Declare the same as
You know have been informed or do believe together with the Reasons
of such Your Belief as fully as if you had been thereunto Particularly
Interrogated

Chas Bromley
Attorney for the Petitioner

Mayors Court at
Madraspatnam

Between Arthur Cuthbert of Fort St
George Respondent and Williamah of the same place
Petitioner in the Cause wherein the said Arthur
Cuthbert is Complainant and Aval Mootyall is Defdt

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

Anonjudy of Madras a Poor Aged 35 Years or thereabouts being
produced as a Witness in this Cause on the part of the Petitioner was on the
30th June 1768 sworn at the Office of Mr John Sykes Attorney for
the Respondent by Canacapah who left a Note of the name Title and
place of abode of the said Deponent and afterwards on the same day being
Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith that he hath the
Pltf and Defendant 5 Years or thereabouts, but hath no Knowledge of the
Respondt

2d ——— To the Second Interrogatory this Deponent saith that the house now
in Dispute and occupied by Williamah the Pltf in this Cause, is the
property of the said Petitioner that the said House was formerly

Son Chintomby, who afterwards Married the Petr and left it to her at his decease — and more this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith, he knoweth the said Williamah to be the Wife of Chintomby Deceased that this Deponent was a lodger in the said House in the life time of Vencataputty, & soon after his Decease Chintomby his Son was desirous of marrying the Petr & demanded her of her Parents for that purpose, but they refused to give her to him that the said Chintomby then sollicited this Deponent to Speake to the Parents of Williamah in his behalf which he having accordingly under taken to do, secuded at last, by obtaining their Consent — that the said Chintomby and the said Williamah were then married at Triplicame where this Deponent did not accompany them, and therefore cannot declare whether their Marriage was agreeable to the Custom of their Cast, or not — and further this Deponent saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent saith that Aval Mootyall the Defendant did never Possess himself of the said House nor ever lived therein since he became a lodger, about 6 or 7 Years since and that he never heard that the said House was ever the property of Aval Mootyall Father Ragoo Chitty — and more he deposeth not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith, he cannot Declare how long Vencatoputty was in Possession of the said house before his death but very soon after he came to Lodge there, the said Vencataputty died, and his Son Chintomby took Possession thereof and lived in it to the day of his death when he devolved on the Widow Williamah who hath Contained to live in the said House ever since — more this Deponent saith not to this Interrogatory

6th To the Sixth Interrogatory this Deponent saith that Williamah had one Daughter by the said Deceased Chinatomby about

7th To the Seventh Interrogatory this Deponent saith, that Aval Mootyall was not Present at the Marriage of Chintomby with Willimah to this Deponents knowledge — and further he deposeth not to this, nor to the last Interrogatory

The Mark of Ausenjady

Henry Crawford Examiner

Mayors Court at Madraspatnam

Between Arthur Cuthbert of Fort St George Respondent and Williamah of Madras Inhabitant Petitioner, in this Cause wherein the said Arthur Cuthbert is Complainant and Aval Mootyall Defendant

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

Pareanah of Madras Lascar Aged 26 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Petitioner was on the 4th day of July 1768 shewn at the Office of Mr John Sykes Attorney for the Respondent by Conocapah who left a Note of the name Title, and place of abode of the said Deponent and afterwards on the same day being Sworn & Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he hath known the Petr 4 Years or thereabouts, but hath no knowledge of either the Respondent or Defendt

2d To the Second Interrogatory this Deponent saith, that the House now occupied by the Petitioner Williamah, and which was lately Seized by the Mayors Court, belongs to the said Petitioner, it having been left to her deceased Husband Chintomby, to whom the same devolved on the Death of his Father, Vencataputty more this Deponent saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith, that he does know, the said Williamah to be the Wife of Chintomby Deceased that he lodged in the abovementioned House when the said Deceased Chintomby first came to the Possession thereof and he one day intimated to this Deponent, and to another lodger named Ausenjady, that he was inclined to Marry a Woman whom he had seen at [illegible] of the Bonds, but that her Parents refused to give her to

him in Marriage, from a bad opinion they had Conceived of him — he therefore Requested the attendance of both the Deponent and Ausejandy at the Widding but they were obliged to refuse him on account of their different occupations which they could not leave that in the Evening they were both at the House when the said Chintomby came home with the Petitioner Williamah, after having been Married at Triplicane and celebrated the festival of their Marriage at the house of the Priest who married them — that this Deponent had the above account of their Marriage from the said Chintomby but whether it was done Agreeably to the Custom of the Cast Possessed by Chintomby, or any other Cast this Deponent Cannot take upon him to Declare and further this Deponent saith not to this Interrogatory

4th — To the fourth Interrogatory this Deponent saith that since the time he first came to lodge in the house of the said Chintomby Deceased, Aval Mootyall the Defendant was never in Possession thereof, nor never Vcided there — neither has this Deponent heared that the said House was ever the property of Ragoo Chitty, Father of the said Aval Mootyall — further, he saith not to this Interrogatory

5th — To the fifth Interrogatory this Deponent saith that Vencatapulty was in Possession of the said House when he first went to lodge there, about 4 or 5 Years ago that the said Vencatapulty died soon after, and Chintomby his Son Succeeded to the Possession, who also dying about 2 Years after, left his Widow therein, who Continued to live their ever since and more he saith not to this Interrogatory

6th — To the Sixth Interrogatory this Deponent Saith that the said Williamah had one Daughter by the Deceased Chintomby, some time after Marriage

7th — To the Seventh Interrogatory this Deponent saith, that to his knowledge the said Aval Mootyall was not Present at the Marriage of Williamah and Chintomby — and further he deposeth not to this, nor to the last Interrogatory

Mayors Court at Madras patnam

Between Arthur Cuthbert of Fort Saint George Respondent and Williamah of the same place Petitioner in the Cause of wherein the said Arthur Cuthbert is Complainant and Aval Mootyall is

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

Latchemanah of Madras Conicoply Aged 26 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioner was on the 30th June 1768 shewn at the Office of Mr. John Sykes Attorney for the Respondent by Conocapah 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 hath known the Respondent 9 Years, and the Petitioner 5 Years or thereabouts, but hath no knowledge of the Defendant

2d — To the Second Interrogatory this Deponent saith he does know the house now in dispute, and which is occupied by Williamah the Petitioner, in this Cause to whom it belongs — that the said House was the property of the deceased Chintomby Husband to the said Petitioner, and it discended to him at his Father's Decease further this Deponent saith not to this Interrogatory

3d — To the third Interrogatory this Deponent Saith, that about 4 Years since, he lodged in the house of the said Deceased Chintomby Paying him a monthly Vent for a part of the same, that he then frequently heared him say, he intended Shortly to be married and one Evening this Deponent Saw him bring home his Wife (the Petitioner) after (as he learned from the said Chintomby) the Ceremony of their Marriage had been Performed at Triplicane — but this Deponent cannot declare whether they were married agreeable to the Custom of their Cast, or how otherwise and further he deposeth not to this Interrogatory

4th — To the fourth Interrogatory this Deponent Saith he hath no knowledge of Aval Mootyal the Defendant nor ever heared that he did Possess himself of the said house, or lived therein — that he has neither heard, that Ragood Chitty Aval Mootyall's Father, was ever Possessed of the said House and its Appurtenances — and this Deponent saith not more to this Interrogatory

5th — To the fifth Interrogatory this Deponent saith, he cannot declare how long Vencatapulty was in Possession of the said House — that when he came to lodge therein about 4 Years since, Chintomby was then in Possession thereof and at his Death, which happened two Years after the

Williamah is Petitioner
and
Arthur Cuthbert is Respondent

To all the Witnesses 1st ..... Do You know the parties Complainant and Defendant and Petitioner and Respondent abovenamed, If Yea how long have You so know them or any and which of them? Declare

To Vencatasha Vencataputty Eyrshapah Mootyapah 2d ..... Do You or do You not know the house in Question in this Cause which was Seized by the Sheriff by Virtue of a Warrant of Execution and which the Petitr now Claims, If Yea, to whom does the same belong? Is or is not the said House the Property of the Defendant Aval Moottyal If Yea, House and by what Means did he become Intitled to it? To whom did the said House belong before it became the said Aval Moottyals property? Was or was not the said House the property of Vencataputy or Chinna Tomby in the Petr in this Cause Named? Was there or was there not at any time any Bill of Sale of the said House, If Yea, what became of it? Did or did not the said Vencataputty or Chinna Tomby ever Intermarry with the Petitioner Or did or did not the Petitioner ever live with them or either of them in any Capacity, If Yea In what Capacity did she so live with them or either of them? Was or was not the Petitioner any Relation to the said Aval Mootyals deceased Father Ragoo Chitty Or is she or is she not any Relation to the said Aval Mootyal? the whole of these Matters according to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters fully and Particularly Declare

To all the Witnesses 3d ..... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Affair that may tend to the benefit or Advantage of the Respondent, If Yea Declare the same as You know have been Informed or do believe with the Reasons of such your belief as fully as if You had been thereunto Particularly Interrogated

John Sykes

Mayor's Court at Madraspatnam

Between Arthur Cuthbert Respondent and Williamah Petitioner in this Cause wherein the said Arthur Cuthbert is Complainant and Aval Mootyall is Defendant

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

Vencatasha of Madras a Dubash Aged 59 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Respondent was on the 2d day of June 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petr by Conocapah, who left a Note of the Name Title and place 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 hath known the Complainant Defendant, and Petitioner, 10 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he does know the House in Question, in this Cause which the Petitioner hath laid a Claim to, but cannot declare to whom it now belongs — that he hath heared the Defendant say, the said House belonged to him it having been the property of his Uncle Vencataputty who on his death gave it to his Nephew Chintomby, whom he adopted his Son; and on the death of the said Chintomby which happened about 14 Months since, the Petr whom he kept, Continued to live in the said House, and now claims it as her Property altho she cannot have the least right to the same in Conformity to their Laws. she not being Married to the said Chintomby this Deponent Saith that there was a Bill of Sale of the said House, but that Aval Mootyall the Defendant said he had left the same — that the said Petitioner is no Relation either to the Defendants Father, or the said Defendant, she being of a different Cast but that the latter kept her, as hath been already deposed — further this Deponent Saith not to this, nor to the last Interrogatory

The Mark of Vencatasha

Henry Crawford
Examiner

said House became the Property of Williamah his Widow, who hath held Possession and Resided in it ever Since and this Deponent saith not further to this Interrogatory

6th ..... To the Saith Interrogatory this Deponent Saith that the Petitr Williama had one female Child by her Husband about a twelve Month after marriage, and that the said Child is still alive, and with her Mother more he saith not to this Interrogatory

7th ..... To the Seventh Interrogatory this Deponent saith he cannot declare Whether Aval Mootyall was, or was not, Present at the Marriage of the said Williama with the Deceased Chintomby and further he Deposeth not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Arthur Cuthbert of Fort St George Respondent and Williamah of Madras Inhabitant Petitioner in the Cause wherein the said Arthur Cuthbert is Complainant and Aval Mootyall Defendant

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

Singerry Cherry of Triplican a Braminy Aged 55 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Petitioner was on the 6 day of July 1768 shewn at the Office of Mr John Sykes Attorney for the Respondent by Conocapah 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 hath once seen the Respondent, but hath no knowledge of him he hath known the Defendant 15 Years, and the Petitioner 5 Years or thereabouts

2th ..... To the Eighth Interrogatory this Deponent Saith that he is a

assist of Bramins who are Priviledged to take the Order of Priest hood on them at the death of their Fathers and that he has been Sufficiently authorized that Period to act in that capacity and can thereby Marry any two Persons either of the Mallabar or Tentoo Casts who have agreed to live together — Since the Death of his Father, he hath Married many Persons in the Country at Canjeveram and other places and no one can doubt of his authority to Marry those, who apply to him for that purpose — that he did Mary Williamah the Petitioner in this Cause, and Chintomby, son of Vencatapa and that the Ceremony Performed by him on that Occasion was quite Conformable to the usual Custom of the Mallabar, or Tentoo Casts, and this Deponent further saith that it is allowable for two People of Different Casts to marry if they like each other that the said Marriage of Chintomby to Williamah of Chintomby to Williamah was never disputed, and that they were always looked upon as man and Wife, and Respected as such by all their Acquaintance and this Deponent saith not more to this Interrogatory

9th ..... To the Ninth Interrogatory this Deponent Saith, that at the Marriage of the said Chintomby with Williamah, there were, besides the Parties, the Father and Mother of the said Williamah several Braminys who attended the Ceremony, and some of the Friends of the Deceased Chintomby, who came there by invitation; but this Deponent cannot Remember now the Exact number of Persons who were there, nor the names of any of them further, he saith not to this, nor to the last Interrogatory

Henry Crawford
Examiner

Interrogatories to be Administred to Such Witnesses as shall be Produced Sworn and Examined on the part of the Respondent in a Certain Cause now depending in the Honble the Mayors Court at Madraspatnam wherein Arthur Cuthbert is Complainant and Aval Mootyal is Defendant

Williamah

Williamah is Petitioner
and
Arthur Cuthbert is Respondent

To all the Witnesses 1st ..... Do You know the parties Complainant and Defendant and Petitioner and Respondent abovenamed, If Yea how long have You so know them or any and which of them? Declare

To Vencatasha Vencataputty Eyrshapah Mootyapah 2d ..... Do You or do You not know the house in Question in this Cause which was Seized by the Sheriff by Virtue of a Warrant of Execution and which the Petitr now Claims, If Yea, to whom does the same belong? Is or is not the said House the Property of the Defendant Aval Moottyal If Yea, House and by what Means did he become Intitled to it? To whom did the said House belong before it became the said Aval Moottyals Property? Was or was not the said House the property of Vencataputy or Chinna Tomby in the Petr in this Cause Named? Was there or was there not at any time any Bill of Sale of the said House, If Yea, what became of it? Did or did not the said Vencataputty or Chinna Tomby ever Intermarry with the Petitioner Or did or did not the Petitioner ever live with them or either of them in any Capacity, If Yea In what Capacity did she so live with them or either of them? Was or was not the Petitioner any Relation to the said Aval Mootyals deceased Father Ragoo Chitty Or is she or is she not any Relation to the said Aval Mootyal? the whole of these Matters according to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters fully and Particularly Declare

To all the Witnesses 3d ..... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Affair that may tend to the benefit or Advantage of the Respondent, If Yea Declare the same as You know have been Informed or do believe with the Reasons of such your belief as fully as if You had been thereunto Particularly Interrogated

John Sykes
Attorney

Mayor's Court at Madraspatnam

Between Arthur Cuthbert Respondent and Williamah Petitioner in this Cause wherein the said Arthur Cuthbert is Complainant and Aval Mootyall is Defendant

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

Vencatasha of Madras a Dubash Aged 59 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Respondent was on the 2d day of June 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petr by Conocapah, who left a Note of the Name Title and place 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 hath known the Complainant Defendant, and Petitioner, 10 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he does know the House in Question, in this Cause which the Petitioner hath laid a Claim to, but cannot declare to whom it now belongs — that he hath heard the Defendant say, the said House belonged to him it having been the property of his Uncle Vencataputty who on his death gave it to his Nephew Chintomby, whom he adopted his Son; and on the death of the said Chintomby which happened about 14 Months since, the Petr whom he kept, Continued to live in the said House, and now claims it as her Property altho she cannot have the least right to the same in Conformity to their Laws. she not being Married to the said Chintomby this Deponent Saith that there was a Bill of Sale of the said House, but that Aval Mootyall the Defendant said he had left the same — that the said Petitioner is no Relation either to the Defendants Father, or the said Defendant, she being of a different Cast but that the latter kept her, as hath been already deposed — further this Deponent Saith not to this, nor to the last Interrogatory

The Mark of Vencatasha

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Arthur Cuthbert Respondent and Williamah Petitioner in the Cause wherein the said Arthur Cuthbert is Complainant and Aval Mootyall is Defendant

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

Vencataputty of Madras a Chints Painter Aged 60 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent was on the 3 day of June 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioner by Conocapah 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 hath known the Defendant 20 Years, & the Petr about 3 Years, but hath no knowledge of the Respondent

2d To the Second Interrogatory this Deponent saith, that he does know the house in Question in this Cause, lately Seized by a Warrant, and to which the Petitioner hath laid a claim — that the said House, this Deponent is of opinion, ought to belong to the Defendant in this Cause, who hath the Greatest Right to the same, by being the Nearest Surviving Relation to the Persons whom it formerly belonged to — that the said House Originally belonged to Ragoo Chitty Uncle to the Defendant, who having no Children himself, adopted one Vencataputty his Sister's Son, to whom, at his Death, he left the same — that after the Death of the said Vencataputty, it became the property of his Son Chintomby, who died a few Years Since and left the Petitioner in this Cause, whom he kept in Possession of it but as she was only his Mistress, and not lawfully his Wife by Marriage, she cannot have the least right to the said House, which, is Undoubtedly the property of the Defendant Aval Mootyall — that the said Vencataputty had a Bill of Sale of the said House before the Seige of Madras [illegible] time he gave the same, with some Jewels to the

as well as the Jewells at that time in the troubles this Deponent Saith that neither Vencataputty nor Chintomby were ever married to the said Petitr but that she was only kept by the latter as above deposed — and that the said Petitioner was not Related to Ragoo Chitty nor to any of his Family, she being of a different Cast from them — further this Deponent Saith not to this nor to the last Interrogatory

The Mark of Vencataputty

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Arthur Cuthbert Respondent and Williamah Petitioner in the Cause wherein the said Arthur Cuthbert is Complainant and Aval Mootyalloo is Defendant

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

Eyrshapah of Madras a Conicoply Aged 71 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent was on the 2 day of June 1768 shewn at the Office of Mr Charles Bromley Attorney for the Petitioner by Conocapah 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 hath known the Complainant 12 Years, and the Defendant 30 Years, or thereabouts but hath no knowledge of the Petitioner

2d To the Second Interrogatory this Deponent Saith that he knows the house in Question, in this Cause, and that the same, is the property of Aval Mootyal the Defendant — that the said House was formerly the Property of Ragoo Chitty the said Defendant's Uncle, who leaving no Sons at his Death, the same at length descended to the Defendant agreeable to their Laws, and became his Property — that the said House, after the Decease of Ragoo Chitty divolved to the next Heir Vencataputty his Nephew, and after his Death to his Son, Chintomby, who having died Some time Since, the said Defendant who was the Nearest Relations entitled to the said House — this Deponent Saith that there was Bill of Sale of the said House in the Possession of the Defendt

The Matter in Dispute between the Petr Williamah and the Respondent Arthur Cuthbert Coming on to be Determined this Day in the presence of the Attornies on both Sides on Reading the Petrs Petition, the Respondents Answer the Interrogatories and Depositions on the part of the Petitioner the Interrogatories and Depositions on the Part of the Respondent On hearing the Arguments made use of by the Attornies and on due Consideration had thereon It appearing to the Court by the Evidence Produced that the Petitioner was Marryed to Chinnatomby by whom she had a Child after such Marriage and that she Possessed the house in Dispute as his Widow, and hath been in Possession thereof ever since his Decease without the Title being before Contested — It is therefore Ordered that the Sheriffs Seals be taken off And that the Petitioner be put in Possession of the house in dispute and that the Respondent do pay all Costs attending this Petition

Pour

Read and Filed November 29th 1768

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Powney of Fort Saint George Merchant that Pullicat Narrain Chitty of Madras Merchant Stands indebted unto Your Orator in the full and just Sum of One hundred and Fifty One Pagodas Current Money of Madras (making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Sixty Pounds and Eight Shillings) for Goods sold and delivered by Your Orator on the fifth day of July in the Year of our Lord One thousand Seven hundred and Sixty Seven And Whereas Your Orator hath frequently and in an Amicable Manner

Court the said Pullicat Narrain Chitty Obstinately and Wilfully refuses to give Your Orator any Manner of Satisfaction touching the Prem Your Orator Prays a general Relief such as to this Honorable Court shall app Agreeable to Equity and good Conscience To the End therefore that the Pullicat Narrain Chitty may upon his Corporal Oath true and Perfect Answer make to all and Singular the Matters and things herein befor Set forth and alledged as fully truly and Effectually to all intents and purpos 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 fifty One Pagodes 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 Pullicat Narrain Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court Prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court Shall seem Meet

Chas Bromley
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 12th Day of December Anno Domini 1768

L.S

Present
Charles Smith Esquire Mayor
Reynold Adams & Edward Stracey
Aldermen

Mayor's Court

Between Thomas Powney of Fort Saint George Merchant Complaina and Pullicate Narrain Chitty of Mad

The Defendant being in Court and Acknowledging the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and just Sum of One hundred and fifty One Pagodas (Pagodas 151 ...) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pour

Read and filed Octr 25th 1768

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Geraldo Gonsalves of Madras Writer that Cooty Chitty of the same place Merchant Stands Indebted unto Your Orator in the full and just Sum of Twenty Six Pagodas Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Ten Pounds and Eight Shillings As will more fully and at large appear by a Translate of an Obligation and Transfer thereof hereunto annexed for the inspection of this Honble Court which was Assigned Over to Your Orator by Ninapah of Madras Dubash And which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Cooty Chitty of the said Sum of Twenty Six Pagodas

But now so it is May it please this Honble Court the said Cooty Chitty Obstinately and wilfully Refuses

to this Honble Court shall appear Agreeable to Equity and go=ce To the End therefore that the said Cooty Chitty may upon Corporal Oath full true Direct and perfect Answer make to all Singular the Matters and things herein before Setforth and All as fully truly and Effectually to all Intents and purposes as if same were here again Repeated And Particularly Interrogated and he may be Decreed to pay unto Your Orator the Aforesaid Sum of Six Pagodas with all such Interest as now is or shall hereafter due thereon also all Costs of this Suit

May it please this Honble Court to Cau the said Cooty Chitty to be Summoned and Required by the She of Fort Saint George Town of Madraspatnam and the District the personally to be and appear before this Honble 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

John Sykes
Attorney for the Complainant

Madras 2d November 1767

I Cooty Chitty Son of Goomady Poondy Vellapah Ninah Chitty do hereby Acknowledge to have borrowed and Received of Ninapah the full and just Sum of Twenty Six Pagodas Current Money of Madras which Sum is to be Payable on Demand with the Usual Interest Drawn and Signed

Cooty Chitty

Witnesses
The Mark of ∞ Subramany
The Mark of ∞ Amaten Gruen

A True Translation as near as can be taken from Original Mallabar by Conocapah Sworn Interpreter

John Sykes

Know all Men by these Presents that I Ninapah
of Madras Dubaj [illegible] think fit to [illegible] for and in Consideration of Promissory Note of Hand
to Me given [illegible] the Dr [illegible] by Geraldo Gonsalves of Madras Writer for the Sum of Twenty
[illegible] Pagodas and payable four Months after date do hereby Assign and
Set Over unto the said Geraldo Gonsalves to his own Proper Use without
any Account to be given for the same the Sum of Twenty Six
Pagodas as appears by the above Obligation and all my Right Title
Interest and Demand in and to the same And do give and grant
unto the said Geraldo Gonsalves 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
Ninapah do further Covenant and Agree to and with the said Geraldo
Gonsalves that the said Sum of Twenty Six Pagodas is justly due
and owing to Me from Cooty Chitty and that I have not Received the
same or any Part thereof In Witness whereof I have hereunto set
my hand in Madras this Twenty fourth Day of October in the Year
of Our Lord One thousand Seven hundred and Sixty Eight.

Ninapah

Signed in Presence
of [illegible]

Madraspatnam } Tuesday the 13th Day of December
Anno Domini 1768

L.S.

Present
Charles Smith Esquire Mayor
Reynold Adams and Edward Stracey
Aldermen

Mayor's Court

Between Geraldo Gonsal[illegible]
of Madras Writer Complainant and Cooty
Chitty of the same place Merchant Def[illegible]

It appearing by the Records of this Court that [illegible]
Defendant hath been Served with the Usual Rules to Answ[illegible]
Complainants Bill but wilfully and Obstinately Refu[illegible]
do This Court doth therefore think fit to Order and Decree a[illegible]
Accordingly Order and Decree that the Defendant shall pay unto [illegible]
Complainant the full and just Sum of Twenty Six Pagodas [illegible]
(Pagodas 26 [illegible]) together with such Interest as now is or shall
hereafter become Due thereon untill full payment is made a[illegible]
all Costs of this Suit.

Pur