Mordecai of Madras a Jew Aged 35 Years or thereabouts
produced as a Witness on the part of the Complainant
on the 17th Day of August 1767 shown at the Office of Mr. James
Mathewes for the Defendant by Canapah who left a Note of the
Title and place of abode of the said Deponent and afterwards
Tuesday being Sworn and Examined Deposeth as follows
To the first Interrogatory this Deponent saith he doth know
Complainant 5 Years but hath no knowledge of the Defendant
To the third Interrogatory this Deponent saith he knows but
Dealings with either the Complainant or Defendant but that
indebted to Mr. Hyman Townsend in the sum of fifty Pagodas
Suit him in the Mayors Court for the same on which the
brought the money with the interest on it to Mr. William Lewis
the Attorney for the said Mr. Townsend but Mr. Lewis would
take the money and desired this Deponent to pay it to Mr.
Same the then Deputy Sheriff as the Court had issued a Warrant
Against his Effects for the Debt Mr. Lewis did Accordingly
from him the said fifty Pagodas with the interest on it
his Debt to Mr. Townsend more this Deponent saith
not to this or to the last Interrogatory

Henry Crawford

Examined

Mayors Court at
Madras patam

Between

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before the Examiner in this Cause as followeth the
Jonah of Madras a Jew Aged 28 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was
on the 5th June 1767 shown at the Office of Mr. James Mathewes
Attorney for the Defendant by Canapah who left a Note of the name
Title and place of abode of the said Deponent and afterwards on the same
day being Sworn and Examined Deposeth as followeth
To the first Interrogatory this Deponent saith he knows the
Complainant 5 Years and Defendant 10 Years or thereabouts
To the fourth Interrogatory this Deponent saith that the Complainant
in this Cause applied to his Master Phillip Rosser in Order to ad
the Defendant for a bill of One hundred and Sixty odd Pagodas which he
Complainant that on the said Deponents asking the Defendant he replied
there was Accounts Yet unsettled between him and his master the Complainant
which when adjusted he shall not owe him more than Thirty or Forty Pagodas
about this Deponent further saith that about three months since the
Defendant in this Cause having sent his answer to the Complainants
Attorney mention was made therein that he had Received fourteen Hundred
Sixty Pagodas on Account of the said Complainant this Masters and
which Mr. Lewis sent for Mordecai and questioned him as to his knowledge
paid the Defendant any Money on his Account but that
Mordecai replied he had not nor was he the least acquainted with the
Contents of the Defendant answer this Deponent saith not to this or to
last Interrogatory

Henry Crawford

Mayors Court at
Madrazpatnam

Between [illegible] Complainant and [illegible] Defendant

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

Perry Conocopah of Madras Landkeeper Aged 20 Years or thereabouts a Witness produced & Witness in this Cause on the part of the Complainant was on the 16th Day of June 1767 shewn at the Office of Mr James Mahoney Attorney for the Defendant by Conocopah in the last month of the same & Note of the same Title and Place of abode of the said Deponent Aforesaid on the same day being sworn and Examined

To the first Interrogatory the Deponent saith he has known the Complainant and Defendant 2 Years or thereabouts

To the fifth Interrogatory the Deponent saith that he had no dealings with the Complainant on the Coast to the knowledge a Number of Calves about a month ago the same or the following the said Complainant accompanied by a Servant named Cupp & that the Deponent & Some additional Servants Calves and Cupp bought of them for sixty Eight Pagodas Planning to sell Money shortly & advance but prior to that day Cupp departed did, when they sold Cupp brought him twenty Pagodas on that account and upon about four or five days upon which Twenty Pagodas the Deponent & Complainant himself aforesaid at the same Time Saith not more to the

Mayors Court at
Madraspatnam

Between Edward Rumsey Chief Surgeon Complainant and Barbara Chitty of the same place Defendant

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

Perry Handypah of Madras Landkeeper Aged 20 Years or thereabouts being Produced a Witness in this Cause on the part of the Complainant was on the 6th June 1767 shewn at the Office of Mr James Mahoney Attorney for the Defendant by Conocopah in the last month of the same Title and Place of abode of the said Deponent and aforesaid on the same day being sworn and examined deposeth as followeth

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

To the fifth Interrogatory this Deponent saith that he did deal with the Complainant for some Calves for which he advanced him at different time about 40 or 50 Pagodas but he cannot now recollect how long since it was that the account between them was last settled he having fed and taken away a sufficient number of Calves for the Money so advanced by the said Complainant but with the Defendant he never had any dealings or was Privy to any Money nor advanced or shewn on his own or the Complainants Account and further this Deponent saith not to this or the last Interrogatory

The Mark of Perry Handypah

Henry Crawford
Examiner

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Mayors Court at
Madraspatnam

Between

Complainant and Cathrine Chetty of the same
place Defendant

Depositions of Witnesses taken in this Cause by and
before the Examiner in this Court at Fort St. George
the 15th day of June 1767 Present
Henry Crawford Esqr Examiner

Perry Handyside of Madras a Gentleman aged 20 Years or thereabouts
being Produced as a Witness in this Cause on the part of the Complainant
and Sworn on the 15th day of June 1767 deposeth that he
was Clerk to Mr James Mathews Attorney for the Defendant by Commission who left
Town and Place of abode of the said Defendant and afterwards on the
same day being shown and examined Deposeth as follows
To the first Interrogatory this Deponent saith he hath known the
Complainant and Defendant 8 Years or thereabouts
To the 2d 3d 4th & 5th Interrogatory this Deponent saith that he did deal with
the Complainant for some Calves for which he advanced him at different
times about 40 or 50 Pagodas but he cannot now recollect how long
since it was that the account between them was Settled
but knows that the Complainant did then owe a sufficient number of Calves for
the Money so advanced by the said Complainant but with the Defendant
he never had any dealings or was Trusted from him any Money or
advance or otherwise on his own or the Complainants Account and
further this Deponent saith not to this or the last Interrogatory

The Mark of Perry Handyside

Henry Crawford
Examiner

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Mayors Court at
Madraspatnam

Between

Complainant and Cathrine Chetty of the same
place Defendant

Depositions of Witnesses taken in this Cause by and
before the Examiner in this Court at Fort St. George
the 15th day of June 1767 Present
Henry Crawford Esqr Examiner

Perry Handyside of Madras a Gentleman aged 20 Years or thereabouts
being Produced as a Witness in this Cause on the part of the Complainant
and Sworn on the 15th day of June 1767 deposeth that he
was Clerk to Mr James Mathews Attorney for the Defendant by Commission who left
Town and Place of abode of the said Defendant and afterwards on the
same day being shown and examined Deposeth as follows
To the first Interrogatory this Deponent saith he hath known the
Complainant and Defendant 8 Years or thereabouts
To the 2d 3d 4th & 5th Interrogatory this Deponent saith that he did deal with
the Complainant for some Calves for which he advanced him at different
times about 40 or 50 Pagodas but he cannot now recollect how long
since it was that the account between them was Settled
but knows that the said Defendant did then owe a sufficient number of Calves for
the Money so advanced by the said Complainant but with the Defendant
he never had any dealings or was Trusted from him any Money or
advance or otherwise on his own or the Complainants Account and
further this Deponent saith not to this or the last Interrogatory

The Mark of Perry Handyside

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Edward Lane of Fort St George Complainant and Cushaney Chitty of Vepery Defendant

Deposition of Witness taken in this Cause by and before the Examiner in this Court as follows Viz.

Colla of Madras Millman Aged 25 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant came on the 8th day of June 1767 before me at the Office of Mr James Hathaway Attorney for the Defendant by Cavenpah 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

To the first Interrogatory this Deponent saith he knows the Complainant & Defendant but has no knowledge of the Debt in the Bill mentioned

To the second Interrogatory this Deponent saith he has known the Complainant 2 Years or thereabouts but has no knowledge of the Defendant

To the fifth Interrogatory this Deponent saith he never had any dealings with the Defendant but the Complainant advanced him at several different times eight hon and twelve Pagodas each time for which he the said Deponent did accordingly buy and sell several Calms on the said Complainant account that the Account was clear and he the said Deponent was allowed to the Complainant on the same advances untill the 5th day of April last when the Complainant desired him to Enquire of him in this Interrogatory

To the last Interrogatory this Deponent saith not to any Question

Colla

Sworn before me the Mark of Colla

Henry Crawford

Examiner

Mayors Court at Madraspatnam

Between Edward Lane of Fort St George Complainant and Cushaney Chitty of Vepery Defendant

Deposition of Witness taken in this Cause by and before the Examiner in this Court as follows Viz.

Cavenpah of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant came on the 8th day of June 1767 before me at the Office of Mr James Hathaway Attorney for the Defendant by Cavenpah 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

To the first Interrogatory this Deponent saith he knows the Complainant & Defendant but has no knowledge of the Debt in the Bill mentioned

To the second Interrogatory this Deponent saith he has known the Complainant 2 Years or thereabouts but has no knowledge of the Defendant

To the fifth Interrogatory this Deponent saith he never had any dealings with the Defendant but the Complainant advanced him at several different times eight hon and twelve Pagodas each time for which he the said Deponent did accordingly buy and sell several Calms on the said Complainant account that the Account was clear and he the said Deponent was allowed to the Complainant on the same advances untill the 5th day of April last when the Complainant desired him to Enquire of him in this Interrogatory

To the last Interrogatory this Deponent saith not to any Question

Cavenpah

Sworn before me the Mark of Cavenpah

Henry Crawford

Examiner

Mayor Court at
Madraspatnam

Between Edward Saunders Complainant
and
Henry Crawford Defendant

Depositions of Witnesses to be taken on the Complaint
& Examined in this Court as followeth

Henry Auto of Madras aforesaid aged 25 Years
being duly Sworn & Examined deposeth as followeth

To the 1st Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant Henry Crawford Attorney for the Defendant by Canopah who left a Note of the same at the Dwelling House of this Deponent on the 3d day of July 1767 & this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

To the 2d Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

To the 3d Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

To the 4th Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

To the 5th Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

To the 6th Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

To the 7th Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

To the 8th Interrogatory this Deponent saith that he knows the Complainant & Defendant this Deponent saith that he knows the Defendant but has no knowledge of the Complainant

Henry Crawford

Examined

Mayor Court at
Madraspatnam

Between Edward Saunders Complainant
and
Henry Crawford Defendant

and before the Examiner in this Court as followeth

Naindpah of Madras Millman aged 20 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 3d day of July 1767 shown at the Office of Mr Isaac Mathews Attorney for the Defendant by Canopah who left a Note of the same City and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith that he knows the Complainant and Defendant but has no knowledge of the Defendant

To the fifth Interrogatory this Deponent saith that he received from the hands of the Complainant sundry Sums of Money from a Servant of his named Collandy in several different Payments about forty or fifty Pagodas in advance for the Provision of Calves. that this Deponent bought the said Calves and having fattened them delivered them to the Complainant with whom he has long since settled Accounts further he deponeth not to this or to the

his Mark ✕ Naindpah

Interrogatory

Henry Crawford

Examined

Interrogatories to be Administered to and Examined on the Witnesses to be produced sworn and Examined on the Part and behalf of the Defendant in a certain Cause wherein Edward Saunders Complainant and Cochaway Chitty Defendant

1st Do You know the Parties Complainant and Defendant in this Cause. If You know them or either of them Declare which of them You do know

2d Do You or did You ever Transact any Business of Money Matters or Accounts with the Defendant or his Agent or Agents and what Sum or Sums of Money have You received from him or them and when and where and for what Purpose

3d Do You know or believe that the Defendant hath Sent Goods Merchandizes or Effects to the Coast of Coromandel for the Use of the Complainant and what Goods Merchandizes or Effects have been Sent and when and by what Ships and to whom were the same Consigned and what Sum or Sums of Money did the Defendant receive for the Sale of the same

4th Do You know or believe that the Defendant hath Sent Goods Merchandizes or Effects to the Coast of Coromandel for the Use of the Complainant and what Goods Merchandizes or Effects have been Sent and when and by what Ships and to whom were the same Consigned and what Sum or Sums of Money did the Defendant receive for the Sale of the same

5th Do You know or believe that the Defendant hath Sent Goods Merchandizes or Effects to the Coast of Coromandel for the Use of the Complainant and what Goods Merchandizes or Effects have been Sent and when and by what Ships and to whom were the same Consigned and what Sum or Sums of Money did the Defendant receive for the Sale of the same

6th Do You know or believe that the Defendant hath Sent Goods Merchandizes or Effects to the Coast of Coromandel for the Use of the Complainant and what Goods Merchandizes or Effects have been Sent and when and by what Ships and to whom were the same Consigned and what Sum or Sums of Money did the Defendant receive for the Sale of the same

7th Do You know or believe that the Defendant hath Sent Goods Merchandizes or Effects to the Coast of Coromandel for the Use of the Complainant and what Goods Merchandizes or Effects have been Sent and when and by what Ships and to whom were the same Consigned and what Sum or Sums of Money did the Defendant receive for the Sale of the same

8th Do You know or believe that the Defendant hath Sent Goods Merchandizes or Effects to the Coast of Coromandel for the Use of the Complainant and what Goods Merchandizes or Effects have been Sent and when and by what Ships and to whom were the same Consigned and what Sum or Sums of Money did the Defendant receive for the Sale of the same

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Answer what You what Month and what Day and how long it was before the Death of Thomas Pinnock Senior and whether any Money or Effects came to Your Hands or Possession belonging to the said Thomas Pinnock Senior or to his Estate and what You what Money or Effects and what Account You have given thereof and to whom and when and how

To Interrogatory 3d Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how

To Interrogatory 4th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 5th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 6th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 7th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 8th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 9th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 10th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 11th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock Senior or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 12th Do You know or do You not know of any Parcell of Books being

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an Allowance for Maintainance for him or her whom You owned or Do You what soever it was and who brought it and by whom and how and when and where and in what manner it was brought And Declare fully and particularly all You know Concerning the same transaction fully and

To Interrogatory 13th Do You know or do You not know of any Parcell of Books being sold by Thomas Pinnock where they are and when and where and to whom they were sold and what Year what Month and what day and how they came to be sold and by whom and how they were sold fully and particularly Declare Did You order

To Interrogatory 14th Did You or did You not receive any Money of Thomas Pinnock or of any Person or Persons for him or on his Account and if You did when and of whom did You receive the same and Money or effects for whose Order and to whom did You Deliver the same Money or effects or any Part thereof and when and how Declare fully and particularly

To Interrogatory 15th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 16th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 17th Did You or did You not receive any Money or Effects belonging to the said Thomas Pinnock or to his Estate and what Money or Effects did You receive and when and how and of whom and what Account have You given thereof and to whom and when and how particularly Declare

To Interrogatory 18th Do You know or do You not 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 Declare fully and particularly all You know or have been informed or believe touching the Premises

To the Interrogatories

James Mathanney
Attorney for the Defendant

Mayor Court at
Madrs. Patnam

Balmion Plaintiff
Complainant in Cause Chancery
Plee Defendant

Deposition of Witness taken on the Part
before the Examiner in this Court as followeth
Swamy of Madras a Gubach Aged 27 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant was on
the 15th Day of June 1767 sworn at the Office of Mr. Philip Russell
Attorney for the Complainant by Canagopah who left a Note of the Witness
Title and Place of abode of the said Deponent and afterwards on the same
day being Sworn and Examined deposeth as followeth
To the first Interrogatory this Deponent saith he hath known the
Complainant 8 Years and the Defendant 27 Years or thereabouts
To the third Interrogatory this Deponent saith that he did go to the
house of the Complainant some time since the second Visit but exactly the
long to demand of him the Sum of fifty Pagodas which he was
entitled to this Deponent that on his demanding Payment of the
the said Complainant called his Dubach Cashanny to him and ordered
him for the Money deposeth with him to pay this Deponent to which
Cashanny replied he had laid out all on Account of the Complain
thereupon the said Cashanny for acting Contrary to his Orders
bid him produce his Account immediately which he brought
laid on a table for his Masters inspection this Deponent saw
Refused afterwards between the Complainant and the

Mayor Court at
Madrs. Patnam

Balmion Plaintiff
Complainant in Cause Chancery
Plee Defendant

Deposition of Witness taken on the Part
before the Examiner in this Court as followeth
Swamy of Madras a Gubach Aged 27 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant was on
the 15th Day of June 1767 sworn at the Office of Mr. Philip Russell
Attorney for the Complainant by Canagopah who left a Note of the Witness
Title and Place of abode of the said Deponent and afterwards on the same
day being Sworn and Examined deposeth as followeth
To the first Interrogatory this Deponent saith he hath known the
Complainant 8 Years and the Defendant 27 Years or thereabouts
To the third Interrogatory this Deponent saith that he did go to the
house of the Complainant some time since the second Visit but exactly the
long to demand of him the Sum of fifty Pagodas which he was
entitled to this Deponent that on his demanding Payment of the
the said Complainant called his Dubach Cashanny to him and ordered
him for the Money deposeth with him to pay this Deponent to which
him for the Money deposeth with him to pay this Deponent to which
Cashanny replied he had laid out all on Account of the Complain
thereupon the said Cashanny for acting Contrary to his Orders
bid him produce his Account immediately which he brought
laid on a table for his Masters inspection this Deponent saw
Refused afterwards between the Complainant and the

Interrogatory

Henry Crawford

Examined

Mayors Court at
Madraspatnam

Benman Clerk Comptr
Geo: Complainant and Cockburn
Chitty Defendant

Deposition of Witness taken in the Cause depending
before the Examiner in the Court as follows viz.

Tuesday 4th day of October A.D. 1768 personally
appeared in the Court on the part of the Defendant
for the Complainant by Commission issued & Notice of the same
Bore date the 3d Instant and returned & Sworn in the manner
Examined & examined deposeth as follows viz.

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

To the fourth Interrogatory this Deponent saith that he was
the Defendant at or about January 1767 at another house
Married & this Deponent his neighbour & Landlord on account of the Complainant
which both he and the Defendant owned at that time that the
Regulation of the Marriage with this Deponents Daughter
a Gentleman for Value received & was Married between
Eighteen & Twenty Months to another Gentleman
Same Account that sometime

with direction to pay twenty four Pagodas of it to Mr Brooke
repay and the remaining twelve Pagodas to Change Make the Payment
Paltry Cash on Account of Calves bought of him for which this Deponent
Accordingly did further he deponeth not to this or the last Interrogatory

Henry Crawford

Examined

Mayors Court at
Madraspatnam

Benman Clerk Comptr
Geo: Complainant and Cockburn Chitty of the
same place Defendant

Depositions of Witness taken in the Cause depending before
the Examiner in this Court as follows viz.

David of Madras a Native Roman aged 25 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendant
was on the 6th Day of June 1767 shown at the Office of Mr Phillips Proctor
Attorney for the Complainant by Commission issued & Notice of the same
Date and Place of abode of the said Deponent & thereupon the same
day being Sworn and Examined Deposeth as follows viz.

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

To the fifth Interrogatory this Deponent saith that she was with
in the Black Town named Pettah quality of which Woman
Child that during her Servitude which lasted about two Years she
for the Defendant in this Cause being her Mistress was

Henry Crawford
Examined

Mayor's Court at
Madrapatnam

Brinton Examined
Cross Complainant's Evidence
Kistnama Plaint Defendant

Interrogatories to be Administered to the Witnesses to be Examined on the part of the Defendant in a Cause depending in the Mayor's Court at Madrapatnam between Edward Lane of the Honourable the Company's Settlement of Madrapatnam Inhabitant & Complainant and Cochanna Chitty also of the same Place Inhabitant & Defendant

1st Do you know or do you not know the above Parties & all the Witnesses?

2d Did you or did you not some time in the Year of Our Lord One thousand Seven hundred and Sixty four Buy or Cause to be Purchased any Bricks for You? If you who was the Person or Persons that Purchased the said Bricks and what Quantity of Bricks & for what Sum of Money may be the Amount of the Purchase? And what sum of Money did you pay for the said Bricks & to whom And who did the said Purchase the said Bricks from? And to whom did you or You pay the said Money to? Declare

Henry Crawford
Examined

Additional Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a certain Cause depending and at Issue in the Honourable the Mayor's Court at Madrapatnam between Edward Lane of the Honourable the Company's Settlement of Madrapatnam Inhabitant & Complainant and Cochanna Chitty also of the same Place Inhabitant & Defendant

On the part and behalf of the Defendant

1st Do You know or do You not know the above Parties & all the Witnesses?

2d Did You or did You not some time in the Year of Our Lord One thousand Seven hundred and Sixty four Buy or Cause to be Purchased any Bricks for You? If You who was the Person or Persons that Purchased the said Bricks and what Quantity of Bricks & for what Sum of Money may be the Amount of the Purchase? And what sum of Money did you pay for the said Bricks & to whom And who did the said Purchase the said Bricks from? And to whom did you or You pay the said Money to? Declare

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a certain Cause depending and at Issue in the Honourable the Mayor's Court at Madrapatnam between Edward Lane of the Honourable the Company's Settlement of Madrapatnam Inhabitant & Complainant and Cochanna Chitty also of the same Place Inhabitant & Defendant

On the part and behalf of the Defendant

1st Do you know or do you not know the above Parties & all the Witnesses?

2d Did you or did you not some time in the Year of Our Lord One thousand Seven hundred and Sixty four Buy or Cause to be Purchased any Bricks for You? If you who was the Person or Persons that Purchased the said Bricks and what Quantity of Bricks & for what Sum of Money may be the Amount of the Purchase? And what sum of Money did you pay for the said Bricks & to whom And who did the said Purchase the said Bricks from? And to whom did you or You pay the said Money to? Declare

Answers of Witnesses taken on the Second Examination on the part of the Defendant

Nangapah of Madras Pariah aged 25 Years a Witness produced & sworn in the Cause depending between the Parties above named on the 17th day of June 1767 deposeth at the Office of Mr. Phillips for the Complainant by Interpreter who first made Oath that he the said Deponent understands the Tamul Language & Interpreteth the same & being sworn and Examined upon the following Interrogatories the Deponent saith to the

6th Interrogatory the Deponent saith he knows the Complainant and Defendant & Knows the Parties above named

7th Interrogatory the Deponent saith that he has seen Bricks belonging to the Complainant & Defendant & Knows the Bricks belonging to the Complainant & Defendant & Knows the Bricks belonging to the Complainant & Defendant & Knows the

Mayors Court at
Madraspatnam

Between Edward Lane of Tenterden in the County of Kent Esqr Complainant and Zacharey Chitty of the same Place Defendant

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

Colonda of Madraspatnam aforesaid Gentoo aged 20 Years or thereabouts a Witness in this Cause on the part of the Defendant

Roger Atkinson for the Complainant by Cavanpaki who left a Note of his Name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth to the first Interrogatory this Deponent saith he hath known the Complainant 5 Years and the Defendant 2 Years or thereabouts

To the second Interrogatory this Deponent saith in the Year 1763 he did desire a Person named Venkatachia to purchase for him a Quantity of Beetch at the time they were Selling by Outcry at the Sale and that the said Venkatachia did agree with Deponent to buy for him a Pallar of Beetch for the Sum of twenty two Pagodas of Mr Edward Lane who had the Management of the Sale that this Deponent did afterwards go himself to pay Mr Lane for the said Beetch who being at that time busy at his Desk he gave the money to his Woman and she counted it out upon the Desk further this Deponent saith not to this or to the last Interrogatory

The Mark of Cundapaki

Henry Crawford

Examined

Mayors Court at
Madraspatnam

Between Edward Lane of Tenterden in the County of Kent Esqr Complainant and Zacharey Chitty of the same Place Defendant

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

Colonda of Madraspatnam aforesaid Gentoo aged 20 Years or thereabouts a Witness in this Cause on the part of the Defendant

Attorney for the Complainant by Leave of the Court withdrew his Plea of the Statute of Limitations and filed a Replication to the Defendants Answer to the Complainants Bill of Complaint and Issue was joined between the Parties

1 Interrogatory by the Complainant to Robert Smith

Complainant Sworn and Examined

2 Interrogatory by the Complainant to Robert Smith

Mark Anne Pearl was Examined upon the Same of Twenty three Pagodas on Account of her Master the Complainant but she could not tell What day or Month it was that the said Money was Paid but the Defendant Examined having brought the Money and Paid it into Court at which time her Master the Complainant was present but Supposes her Master afterwards paid it to the Defendant but not to her as the last Interrogatory

Henry Crawford

Examined

Mayors Court at Madrapatnam

Present

Edward Saunders Esquire Mayor

Wm. Hamilton — Thomas Powney

John Holland —

Tuesday the 1st day of August Anno Domini 1758

Mark Sahabilant Defendant

This Cause coming on to be heard and debated this Day in the Presence of the Attornies on both sides, and Reading the Complaint Bill with an Account Current annexed, the Defendants Answer with an Account Current annexed, the Replication, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant, On hearing the Readings made thereof by the Attornies and on due Consideration had thereon, Happening to the Court that the Defendant has produced sufficient Proof to invalidate the Charges of Twenty two Pagodas and Eight Pagodas, Twenty two Fanams and forty Cash inserted in the Complainants Account Current as Money Received by the Defendant of Jaun Ball, Ananda Chitty and Concatchen, they are not to be Allowed the Defendant having proved that the Complainant has Credited him for the following Sums Viz. Fifty Eight Pagodas paid Robert Smith and twelve Pagodas paid Papha Sooky Pagodas paid Robert Smith and twelve Pagodas paid Ritchy which appears to the Court the Defendant paid on Account of the Complainant, It is therefore Ordered and Decreed that the Defendant be Credited for the said Sums, The Court are also of Opinion that the Defendant have Claim to the Sum of Thirty Pagodas Charged by him for Hyre, and for which it is therefore Ordered and Decreed he be Credited, Nothing appearing to the Sum of One Pagoda, paid by the Defendant to be paid by him to Francis Glover, and Pagodas thirty six paid to be paid by him to Francis Glover, and Pagodas thirty six paid the Court are of Opinion that the Defendant has not

The Defendant has Acknowledge upon his Oath to have had
Mr Fairfields Petition on the Complainants Account the Sum
shall be entitled for Recovery in this Court to the Defendant Peter
that his Account between the Complainant and Defendant be
Adjusted Agreeable to the Above Order and that such Ballance
hereupon due to the Complainant shall be paid down into the
Court and shall be paid by such Person or Persons as shall be
in that behalf

Read and Filed
October 25th 1768

To the Honble the Judges

Humbly Complaining Sheweth unto
Your Honor Your Orator Joseph Rutledge of Said County
That Whereas Your Orator did on the 5th day of
in the present Year four Said Thousand Seven hundred
Eight advance and lend unto John Patterson late of the
said deceased on his Obligation the Principal Sum of three
hundred and Thirty four Pounds and Seventeen Shillings
ing for money of Great Britain after the Rate of
and upwards And Whereas the said John Patterson died
now on the day and Year above Mentioned to give
Orator a Bond or Obligation under his Hand
and Seal whereby he the said John Patterson

Months from the date of the said Obligation as well Morefully and at
large appear by an Instrument to the said Bond or Obligation Ready to be
produced to this Honorable Court if Required And Whereas the said John
Patterson did in his Lifetime by an Endorsement on the back of the said
Obligation of the day and Year in the said Obligation mentioned Mortgage
Assigned and Set over his Right Title Property claim and Demand of
into his Honor and Ground with the Appurtenances Situated in Madras
aforementioned as and for a Collateral Security for the Payment of the
Money borrowed and Interest of Your Orator by the said John Patterson
in his Lifetime And Whereas the said John Patterson both since
died without making any Will or distribution of his Effects And
Whereas Lawrence Patterson his Widow hath applied for and obtained
Letters of Administration to his the said John Patterson Estate and
Effects from this Honorable Court And Whereas the said Lawrence
Patterson by Virtue of such Letters of Administration hath possessed
herself of all and singular the Goods and Chattels Rights and Credits of
the said John Patterson and being now in Possession Your Orator hath
frequently Applied in an amicable Manner Demanded Payment of the
aforesaid Sum and the Interest due for the same but

Refuses

To Answer the Premises and to Shew why Your Orator should not have
this Honorable Court the said Lawrence Patterson Wherefore may it please
Your Honor to grant unto Your Orator the Writ of Subpoena to be
directed to the said Lawrence Patterson thereby Commanding him
Personally to be and appear before this Honorable Court on a certain
Day and under a certain Pain therein to be limited then and there to
Answer the Premises and to Stand to Perform and Abide such Order
and Decree therein as to this Honorable Court shall seem Meet and
Your Orator shall ever Pray

for Answer thereunto or unto so much thereof as She the Defendant is
advised is Material for her to make Answer unto She the Defendant
Answereth and Saith that the Complainant might for any thing this
Defendant Knows the to the Contrary Advance and lend unto her deceased
Husband John Patterson in his Life time the Sum of One thousand
three hundred and thirty Six Pounds and Seventeen Shillings at the
time and on the Terms and Conditions mentioned and Set forth in the
said Bill of Complaint, And the said John Patterson might also give
unto the Complainant such a Bond or Obligation and Security for the
Payment of the said Money as in the said Bill of Complaint is also
Mentioned and Set forth, But this Defendant Saith that She is entirely
Strangers to all the said Matters and therefore prays that the Complainant
may be put to all such Proof of the Premises as he shall be Advised
and Required, And this Defendant further Saith that She
being of this Honorable Court, And this Defendant
Admits She did Apply for and Obtain Letters of Administration to the
Estate and Effects of the said John Patterson deceased from this Honble Court But
Saith that She hath Possessed herself of such part of the Goods Chattels
Rights and Credits of the said John Patterson as She has been able
to get Possession of But that over and Above many Outstanding Debts
and Demands which She has not been able to Recover or get Possession
of, And the said Estate of the said John Patterson is Indebted to Sundry
Persons both upon Bond and otherwise to a considerable Amount, And
much more than the Assetts which have come to her hands Possession
of or that belonging to the said Estate is sufficient to Satisfy part of
which She has already Administered by Discharging part of the said
Bond Debts so that She conceives the Complainant is not Intitled

As Collateral Security of the Payment of the Within Bond the
said John Pattinson hath deposited and Mortgaged his Title Deeds
Dated the twenty fourth of March to a Piece of Ground situate in Pedamgreen
Pitch and Tarpaul Point Street in the Block Number and hereby de
Mortgage the said Piece of Ground and the House Shade Erected thereon
both which are to be Separated and the Value of their Sale to be Paid to the
said Joseph Heathcote his heir Executors Administrators or Assignees
Covenanting Failing to Discharge this Bond as within Mentioned

John Pattinson (L.S.)

Signed Sealed and Delivered
in the Stamp Paper is to be had
the Presence of
Sammy Dubash
Jno Lee

Know all Men By these Presents that I John
Pattinson of Madras Inhabitant am held and firmly Bounden to
Joseph Heathcote of the same Place Steward to the Honorable Charles
Pinnichin Esqr in the Penal Sum of Two thousand Six Hundred
and Seventy two Star Pagodas Thirty four fanams to the Payment
whereof well and truly to be made to the said Joseph Heathcote his
heirs Executors Administrators or Assigns I do hereby bind myself
My heirs Executors Administrators firmly by these Presents in
Witness whereof I have hereunto set my hand and Seal at Madras

Know all men by these Presents that We John Patterson of the Island of Saint George Merchant and Thomas Hazard of Newport in the Colony of Rhode Island and Providence Plantations in New England Esquire are held and firmly bound unto the Honorable Stephen Hopkins Esquire Governor and Commander in Chief in and over the said Colony of Rhode Island and Providence Plantations aforesaid and to his Successors in the sum of Two Thousand Pounds Lawful Money of Great Britain to be paid to the said Stephen Hopkins Esquire Governor as aforesaid or his Successors for the time being to the which Payment well and truly to be made We bind ourselves and each of us by himself for the whole and every part thereof our and each of our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this Twenty Second day of February in the Ninth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the Year of our Lord One Thousand Seven Hundred and Sixty Nine

The Condition of the above written Obligation is such That whereas the above bounden John Patterson hath lately exhibited his Bill of Complaint in the Court of Vice Admiralty for the Colony aforesaid against Joseph Rathbone of Saint George Merchant and Lawrence Patterson Administrator with the Will annexed of the Estate of John Patterson late of Saint George Merchant deceased and to the said Bill the said Joseph Rathbone hath lately put in his Answer and the said John Patterson hath replied thereto and the said Joseph Rathbone hath rejoined thereto and the said John Patterson hath surrejoined thereto and the said Joseph Rathbone hath rebutted thereto and the said John Patterson hath surrebutted thereto and the said Joseph Rathbone hath surr

Interest accrue as shall hereafter become due Reserving such Bill till full Payment is made & also all Costs of this Suit

Your

Filed 2 February 1769
Read 7th Do

To the Honorable the Mayor Court at Madraspatnam.

Humbly Complaining Shew unto this Honorable Court Your Orator Company of Merchants trading to the East Indies Plaintiffs that Edward Hunt of the same Place Merchant now stands Indebted unto Your Orator in the Sum of Twenty One Pagodas Current Money of Madras Making (at Sterling Money of Great Britain) Three shillings each Pagoda Eight Shillings the Sum of Twenty Eight Pounds and Eight Shillings 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's Bill of Complaint And Your Orator further Shews unto this Worshipful Court that Notwithstanding the many Honorable Mayors Requests for Payment from the said Edward Hunt of the said Sum of Twenty One

But now so it is [illegible] this Worshipful Court the said Defendant Refuses and willfully neglects to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Against Defendant may be by this Court be shall appear Agreeable to Equity & the good Conscience & the Old thereof but Edward Hunt

duly 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 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 Honorable Court to cause the said Edward Hunt to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and appear before this Honorable Court at such time and Place to be by this Worshipful Court Appointed and then and there to Stand to and abide by such Order and Decree therein as to this Worshipful Court shall Seem Meet

John Sykes
Attorney for the Complainant

2 February 1769

This Bill came to be Read in Court the Day of Appearance but Summons Your Honorable Next Court Day

Edward Monckton
Mayor

Dr. Mr. Edward Monckton in Acct. with Edward Gramspak Cr.

1769 Feb.
Jany 8 To Settlement of Year's Note of this Date — Pagodas 72—

By Cash Rec.d — 1—
By Balance Due — 71—
Pagodas 72—

Fort St. George 17th Feby 1769

Error Excepted

Edward Monckton

Mayors Court at Madraspatnam

Tuesday the 7th day of February Anno Domini 1769

Present

Edward Vansittart Esqr. Mayor
Peter Mainwaring — Arthur Cuthbert
John Holland — Aldermen

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 Sum of Pagodas 71—/ full and just Sum of Seventy one Pagodas, together with such Interest as now is or shall hereafter become due thereon Until full payment is made and all Costs of this Suit

By Court

Read and filed February 7th 1769

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Joseph Bryant late of Madras Merchant by Profession and Edward Monckton of Fort Saint George Gentleman that Edward Monckton Late of Madras Merchant stands Indebted unto Your Orator in the Sum of Madras Rupees Seventy two Pagodas Current Money of Madras making full and just Sum of Fifty Pags Current Money of Madras making in Sterling Money of Great Britain Seventeen Pounds Eight Shillings Sterling Money and Pagodas Current Money of Madras aforesaid having become due unto Your Orator on the Book Debt of the said Edward Monckton for Money Lent and Advanced by Your Orator to the said Edward Monckton on the Year of our Lord One thousand Seven hundred and Sixty Eight Which Debt the said Edward Monckton hath refused and Neglected to pay unto Your Orator Contrary to Equity and Good Conscience the Premises Considered and Tender Your Orator

Edward Monckton Esquire Plaintiff against Thomas Bird
Defendant Sheriff of the Carnatic Sum of Fifty Pagodas

Bulmanoil the Plaintiffs Attorney this
Day Moved the Court Humbly and Dutifully
Prayed the Court the said Edward Monckton Humbly and Dutifully
Prayed to pay the Money to your Order any Manner of Objection
Touching the Premises Your Order thereon Praying Counsel May
Order to the Court Shall Appear Agreeable to Equity and Good
Conscience To the End thereupon that the said Edward Monckton
upon his Corporal Oath full true Direct and perfect Answer Make
to all and Singular the Matters and things herein before Charged
Alledged as fully truly and Effectually to all intents and Purposes
as if the same were herein Repeated and Particularly Answered Unto
And that Money be Ordered to pay unto Your Order the aforesaid Sum
of Fifty Pagodas with Costs of Suit as soon as Bill thereof
become Due Moreover also Costs of this Suit

Mannapillay the Plaintiffs Attorney
Did Move the Court to be Summoned an Injunction by the Sheriff
Lieutenant George Thomas Madrigal and the Defendant
Personally to be and appear before this Court at such Time
and Place as shall by this Court Prefixed and appointed
and thereupon Prayed to and Ordered by and Order of Court
as to this Court shall seem Meet

20th February 1769

John Sykes

Mayors Court
Madrasapatnam

Thursday the 2d Day of March
Anno Domini 1769

L.S

Present

Edmund Monckton Esquire Mayor
Peter Auriolle — John Debonaire
Thomas Bowen — Anthony Sadlier
Charles Smith — Arthur Cuthbert
Francis Fowdon — John Holland

Aldermen

Between Joseph Bogatlah
of Madras Merchant by his Attorney
George John Sykes of Madrasapatnam
George Gentleman Complainant
and Edward Monckton Esquire
Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth Interpose their Request to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Fifty Pagodas Rupees 50 — / together with Costs of Suit as soon as Bill thereof become due thereon and which Costs of Suit is ordered to all Costs of this Suit

Filed 3 December 1768
Read 6 Do 1768

To the Honorable the Mayor Court at Madraspatnam

A Humble Complaining Shews Unto this Honorable Court Your Orator Charles Bromley of Fort Saint George Merchant That Gungahpullee Nawmdoley of Vizagapatam Merchant Stands indebted unto Your Orator in the Sum of Two Thousand Forty Eight Pagodas Eighteen Fanams and fifty five Cash Current Money of Mirzy Madrazepatnam Money of Great Britain after the rate of Eight Shillings per every Pagoda the Sum of Eight Hundred and Nineteen Pounds Fifteen Shillings and Upwards for the Ballance of an Account Current hereto Annexed for the Inspection of this Honorable Court And Whereas Your Orator hath frequently Demanded the Money so due Payment of the said Gungahpullee Nawmdoley

But now it is Alledged That the Honorable Court the said Gungahpullee Nawmdoley Absconds Wilfully Refuses to give Your Orator any Manner of Satisfaction for the Premises Your Orator prays a Writ of Subpoena may Issue out of this Honorable Court to Compell the said Gungahpullee Nawmdoley to be and Appear before this Honorable Court at a certain time and Place to be by this Honorable Court Limited and Appointed then and there to Stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

And your Orator shall ever Pray &c

Chas. Bromley
Attorney for the Complainant

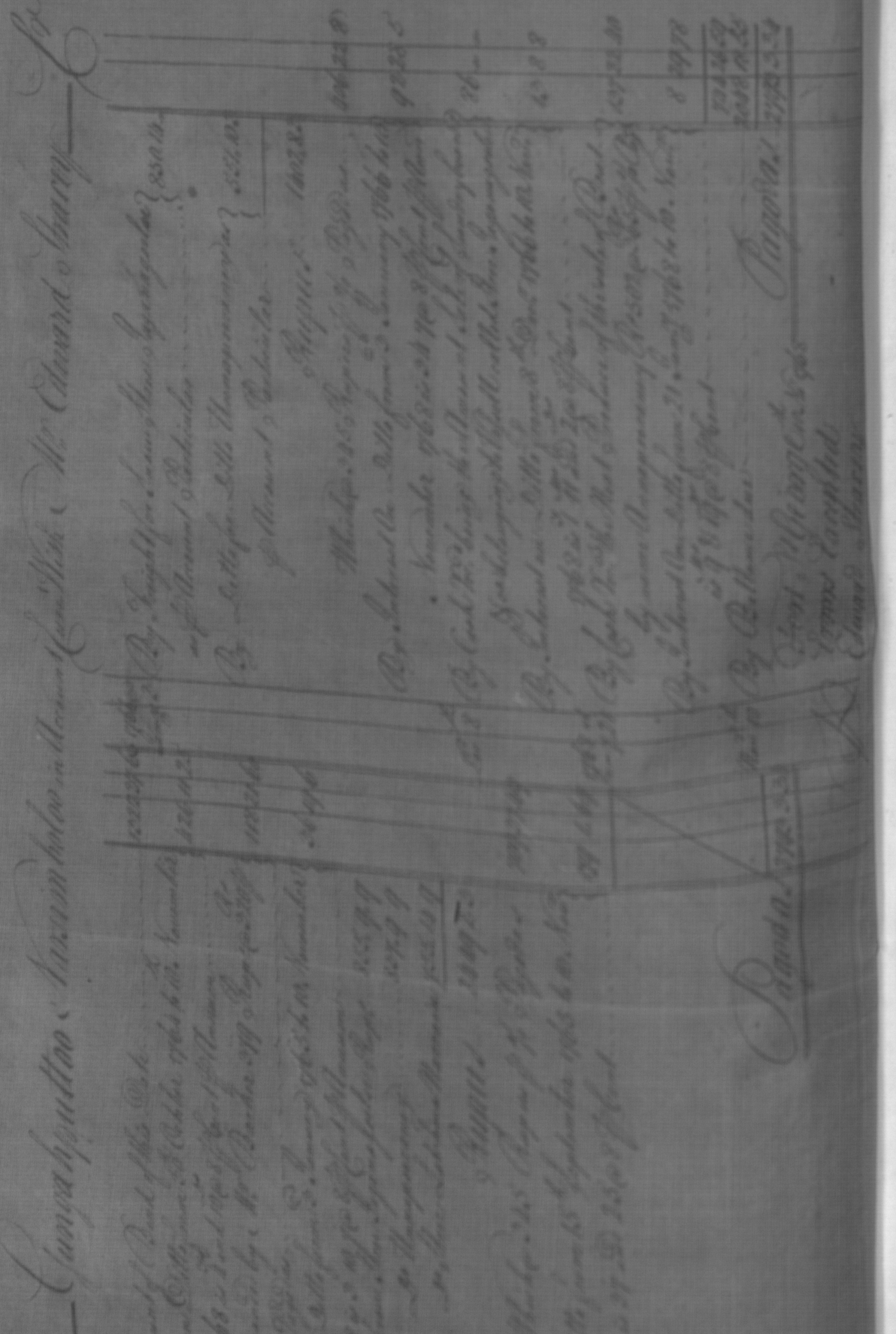
His Majesties Writ of Subpoena to Issue to the said Gungahpullee Nawmdoley to be Answerable to the Complaint of Charles Bromley of Fort Saint George Merchant and to be Served by the Sheriff of Fort Saint George or his Deputy or Deputies personally to be and Appear before this Honorable Court at a certain time and Place to be by this Honorable Court Limited and Appointed then and there to Stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

3d December 1768

Chas. Bromley
Attorney for the Complainant

The Complainant having Summoned the Defendant to shew Validity of his Demand and that he believes the Defendant will Absent the Jurisdiction of the Court upon being Served with a Summons Did Demand of Bond in the Honorable Company's Court that the Defendant appearance immediately Charges the Defendant

Charles Smith
Mayor



Mr Edward Thorp

Thursday the 2d day of March

Anno Domini 1769

Mayors Court at Madras Patnam

Sergeant

Mr Peter Massiette Senior Alderman

John Dubonnaire — Thomas Bonney

Anthony Sadlier — Charles Smith

Arthur Cuthbert — Francis Fowdar

Edr John Holland — Alderman

Between Edward Thorp Plaintiff

and Lieutenant George Monckton

Complainant and Gangadparker

Narrimbelew of Vizapatnam

Merchant Defendant

Happening by the Records of this Court that the Defendant hath been served with the Usual Rule to Answer the Complainants Bill heretofore Filed and Returned by Peyanga to do This Court hath therefore thought fit to Order and Decree that the Defendant shall doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Two Thousand Pagodas Eighteen Fanams and Fifty four Cash for Principal Eight Pagodas Eighteen Fanams and Fifty four Cash for Interest and Interest as more shall become due and Interest to Interest at the Rate of Twelve per Cent per Annum from the Date hereof till full Payment and restitution of all Costs of this Suit to be taxed by the Register of this Court

Received Feby 28th January 1769

To the Honorable the Mayor Court at Madrasapatnam

A Humble Complaining Sheweth unto this Honble Court Your Orator Adolphus Smith of Madrs Gentleman that Athanoor Sydapanaim Mudyperah alias the same Plain Defendt stands indebted unto Your Orator in the Sum of Pagodas Two hundred Current Money of Madrs Medium or Standard Money of Coast Pattacumpanting Rupees Eight Hundred Sixteen & Twenty Seven Pounds Nine Shillings Due for Piece Goods or Merchandize Money upon an Account Current which Defendt is hereunto annexed for the Inspection of this Honble Court Pages may be Admitted as Part of the Your Orators Bill of Complaint Your Orator further Sheweth unto this Honble Court that he hath frequently and in friendly Manner Applied & Requested the said Sydapanaim Mudyperah of the said Sum of Pagodas Two hundred Sixty seven & Pattacumpanting Eight Hundred Sixteen & Twenty Seven Rupees & Nine Shillings but Defendt hath not Regarded the Premises Your Orator may Crave Process of this Honble Court to Compel the said Sydapanaim Mudyperah personally to appear before this Honble Court & Answer the Premises upon his Corporal Oath & Answer to all & Singular the matters and things aforesaid as fully & Particularly as if the same were here again Repeated & Recited & Interrogated & to Stand to Perform & Abide such Order & Decree therein as to this Honble Court shall seem Meet & Agreeable to Equity & Good Conscience & Your Orator shall ever Pray &c

P. Ruffer
Attorney for the Complainant

To the End therefore that the said Sydapanaim Mudyperah may Answer the premises upon his Corporal Oath & Stand to Perform & Abide such Order & Decree therein as to this Honble Court shall seem Meet & Agreeable to Equity & Good Conscience & Process of Subpoena may Issue Commanding him the said Sydapanaim Mudyperah at a certain Day & under a certain Pain therein to be limited personally to be & appear before this Honble Court to Answer the said Bill of Complaint & to Stand & Abide by such Order & Decree therein as to this Honble Court shall seem Meet & Agreeable to Equity & Good Conscience

P. Ruffer
Attorney for the Complainant

D. Sydapanaim Mudyperah in Account Current with Adolphus Smith &c

1768 Oct 20	To Your Obligation Bond	100	--	1768 Oct 27	By Cash in Advance part Payment for this Obligation	30	--
	To Interest to the Date						
27	To Cash for ye use of his Wife	20	--		By Cash Pd at Sundry times Viz		
Nov 4	To a Promissory Note	27	--		Pagodas	Q. --	
	To Ditto of this Date					A. 10 --	
						20 --	
						5 --	
						3 --	
					By Cash Received for a Piece of Gingham	A. 27 --	12 37 --
							207 --
					By Balance Due		66 --
		Pagodas	127 --			Pagodas	127 --

Port St George 5th January 1769

Errors Excepted

Mayors Court at
Madrasapatnam

Tuesday the 28th of March
Anno Domini 1769

L.S

Present

Edward Stracey Esquire. Mayor

Peter Marsilla — John Sibonair

Thomas Powney — Reynold Adams

Arthur Cuthbert — Charles Smith

Francis Swordan — John Holland

Aldermen

Between Chisepha Chetty of Madras Merchant Complainant

Sydapermen Mootyapah of Madras Merchant Defendant

Whereas by the Rules of this Court that the Defendant hath been served with the Usual Rule to Answer the Complainants Bill but wilfully and Obstinately refuses so to do this Court doth therefore think fit to Order and Decree and this Court doth Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Sixty Star Pagodas and Six Fanams Pagodas Eight Shillings with Interest as now shall be due thereon at the Rate of Twelve per Cent per Annum from the Date hereof

and Fifth
March 1769

To the Honorable the Mayors
Court at Madrasapatnam

Humbly Complaining Shewn unto this Honble Court Your Orator Lame Chetty of Black Town Merchant that Cash Allapen Reddy and Virapen of Madras Merchants aforesd Indebted unto Your Orator in the Sum of One hundred and Sixty Seven Pagodas Eight Thirty nine Fanams Current Money of Madras Madapollam Sterling Money of Great Britain According unto Pagoda Eight Shillings the Sum of Sixty Six Pounds Seven Shillings Ten Pence or thereabouts Owing upon their Promissory Note of the Date hereof dated the Fourth Day of October in the Year of our Lord One thousand Seven hundred and Sixty Eight in Your Orators Cashe and Duly to be produced to this Honorable Court when Required And Your Orator further Shewn unto this Honble Court that He hath frequently and in an Amicable manner Requested Payment from the said Cashallapen Reddy and Virapen of the Sum of One hundred and Sixty Seven Pagodas Eight Thirty nine Fanams

But now so it is may it Please this Honorable Court the said Cashallapen Reddy and Virapen Obstinately and Wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Relief and to the Honorable Court shall appear Upon

Mahabut Ally Sangster the Plaintiff and three Sureties bound
Jefferson Ally in Fifty Pagodas & Jefferson Ally to Prosecute
his Charges or in Default thereof to pay unto the Defendant
Costs of Suit & that they may be Ordered to pay unto the
Defendant Sum of One hundred & Sixty four Pagodas &
Nine Fanams with Costs of Suit or Cause or shall show
Cause to the contrary

And it appearing to the Honorable Court
Court that the Gentlemen Cubellapen Ruttanjee and Company to be
duly Served by the Marshall of Fort St George Sum of Pagodas
and the Defendants having Personally to this Court appeared
Court doth order their Plea to be heard upon
Day appointed when the Defendants to shall be
Cause thereunto to the Honble Court. Fail not &c

John Lyster
Attorney for Plaintiff

Mayors Court at
Madraspatnam

Tuesday the 7th of
June Anno Domini 1763

Present
Edward Monkey Esqr. Mayor
Thomas Pengry
Francis

Lot

Balwan James Nash & Partner
George Monkhouse Complainants and
Cubellapen Ruttanjee and Company of
Madras Merchants Defendants

The Defendants being in Court and Acknowledging
the justness of the Complainants Demand. The Court doth therefore
think fit to Order and Decree and doth Accordingly Order and Decree
that the Defendants shall pay unto the Complainants the full and just
Sum of One Hundred and Sixty four Pagodas and thirty nine Fanams
Pagodas 164 39 Fan. together with such Interest as remains or shall then
be due on the Bond till full payment & Order all Costs of
this Suit

Def Cur

Filed the 7 October 1766
Read the 7 — 11 —

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shew unto the
Honorable Court Your Orator Charles Lyster Late Surgeon Em-
ployed Client on the Honorable United English East India Comp
Coast Service Hereafter Orator Mahabut Ally Sangster Mahabut Ally
Sangster Hereafter Called Defendant

Money of Great Britain after the rate of Eight Shillings to
one Pagoda the Sum of Two Hundred and Twenty three Pagodas
and One Shilling as the Balance of Account Current hereunto
annexed for the Inspection of this Honorable Court: And that
Your Orator has frequently applied to the Defendant for
Payment of the said Mootiah Ayah, Moodelay, Shadumbrah
Moodelair, Mootian Comaun, Pulley and Pyganah Moodelair
but the Defendant hath refused and neglected so to do
To Answer all and singular the Premises and to shew
Honorable Court the said Mootiah Ayah, Moodelay Shadumbrah
Moodelair, Mootian Comaun, Pulley and Pyganah Moodelair
personally and carefully upon their Oaths in the
Satisfaction touching the Premises Your Orator prays such
Relief as to this Honorable Court shall appear agreeable to
Equity and good Conscience And the Defendants
Mootiah Ayah, Moodelay, Shadumbrah, Moodelair, Mootian
Comaun, Pulley and Pyganah Moodelair may appear
and Plead Answer or Demur to all and singular the
Matters and things herein before set forth and alledged by
Bill effectually to all Intents and Purposes as if they were
again herein particularly set forth and Answered unto
Order the said Sum of One hundred and Eighty three
Twenty five Fanams and Twenty Six Cash with the Costs
as now is and shall hereafter grow due thereupon to be Paid
this Court

Hon.ble Court

Court to cause the said Mootiah Ayah, Moodelay Shadumbrah
Moodelair, Mootian Comaun, Pulley and Pyganah Moodelair

Richards Thereof personally to be and appear before this Honorable
Court at certain Time and Place to be by this Honble Court limited
and appointed then and there to stand to and abide by such Order and
Decree therein as to this Honble Court shall seem meet

30 September 1766

This Bill was shown to me
between the days of Appearance and
the Complainant having swore to the
justness of his debt Let a Summons thereon be
Issued with a Warrant of Arrest if same

Nath: Cuthbert
Mayor

Chas Ford
Chas Boomley
Attorney for the Complainant

D. Mootiah Ayah, Moodelair, Shadumbrah Moodelair, Mootian Comaun, Pulley & Pyganah Moodelair Co

To their Principal upon their Meeting Obligatory dated the 18th November 1762	1116	—	276	16	By Cash Received in part — 650 —
To Interest from the 18th May to the 30th day of September 1766 being 3 10 12 at 8 ⅌ Cent the Rate of 8 ⅌ Cent ⅌ Annum	357	17	26		By Interest on the same debt from the 30th day of September 1766 being 3 8 24 @ 8 ⅌ Cent ⅌ Annum — 190 27 —
					By Balance Due — 682 27 26
Pagodas	1523	17	26		Pagodas 1523 17 26

Fort St. George 30th September 1766

Read and filed
11th November 1766

The Answer of Mordecai Mordelloy Abrahamsack Mordecai and Mordecai and Cameron Pallay Mordecai of Salamanca Jacobsack executors of Moses Defendants to the Bill of Complaint of Charles Hall of Bristol in the County of Gloucester Lieutenant Colonel in His Majesties English Regiment of Foot Complainant

The Defendants saving and reserving to themselves all and all manner of Benefit and advantage of Exception to the many Errors Uncertainties and Insufficiencies in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as they these Defendants are advised doth Materially or ought to be answered unto they Answer and say that they Abraham Mordecai Jacobsack and Moses Mordecai Jacobsack executors of the said Moses Mordecai deceased have not nor hath any person or persons by their order or for their use in their Custody or Power any Deeds Writings or Evidences relating to the Matters in the said Bill of Complaint mentioned other than such as they these Defendants have already produced and set forth in their Answer to the said Bill of Complaint and which they these Defendants are ready to produce as this Honourable Court shall direct And these Defendants further say that they have not nor hath any person or persons by their order or for their use in their Custody or Power any Goods Chattels or Effects of the said Moses Mordecai deceased in the said Bill of Complaint mentioned other than such as they these Defendants have already set forth in their Answer to the said Bill of Complaint and which they these Defendants are ready to account for as this Honourable Court shall direct And these Defendants further say that they believe it to be true that the said Moses Mordecai deceased was in his Lifetime and at the time of his Death indebted to the said Charles Hall in the Sum of Two Hundred and Fifty Eight Pagodas for Goods sold and delivered by the said Charles Hall to the said Moses Mordecai deceased and that the said Moses Mordecai deceased was also indebted to the said Charles Hall in the Sum of Two Hundred and Eighty two Pagodas for Money lent and advanced by the said Charles Hall to the said Moses Mordecai deceased and that the said Moses Mordecai deceased was also indebted to the said Charles Hall in the Sum of Two Hundred and Eighty two Pagodas for Money had and received by the said Moses Mordecai deceased to and for the use of the said Charles Hall and that the said Moses Mordecai deceased was also indebted to the said Charles Hall in the Sum of Two Hundred and Fifty Eight Pagodas for Interest due and owing upon the said several Sums of Money so lent and advanced and had and received as aforesaid and that the said several Sums of Money so lent and advanced and had and received as aforesaid and the Interest due and owing thereupon do amount to the Sum of Two Thousand Pagodas and these Defendants believe it to be true that the said Moses Mordecai deceased was also indebted to the said Charles Hall in the Sum of Two Hundred and Fifty Eight Pagodas for Goods sold and delivered by the said Charles Hall to the said Moses Mordecai deceased and that the said Moses Mordecai deceased was also indebted to the said Charles Hall in the Sum of Two Hundred and Eighty two Pagodas for Money lent and advanced by the said Charles Hall to the said Moses Mordecai deceased and that the said Moses Mordecai deceased was also indebted to the said Charles Hall in the Sum of Two Hundred and Eighty two Pagodas for Money had and received by the said Moses Mordecai deceased to and for the use of the said Charles Hall and that the said Moses Mordecai deceased was also indebted to the said Charles Hall in the Sum of Two Hundred and Fifty Eight Pagodas for Interest due and owing upon the said several Sums of Money so lent and advanced and had and received as aforesaid and that

Seven Hundred and Sixty Seven three Pagodas and three odd Fanams each Mudaliar Intended to Discharge the Principal and Interest thereon and more Collecting Money for that purpose but the said Vencatachellum Modelly the Complainants Said Dubash Justified of Permitting them so to do or Allowing them a little time to Collect the same not Four Pagodas after these Defendants and the said Poyanah Mudaliar to Salamanack with Orders to Urge them and Carry them to him the said Vencatachellum Modelly at Chingleput and Accordingly Urged these Defendants and the said Poyanah Mudaliar and Carried them to Chingleput to the House of the said Vencatachellum Modelly and there these Defendants to the Amount of the said Bond of One Thousand Pagodas and the Interest thereof after the rate before mentioned and these Defendants told the said Vencatachellum Modelly that they were Collecting Money to Discharge the said Bond which they should soon be able to do upon which the said Vencatachellum Modelly Ordered these Defendants to be Confined there day and Prevented them from having any Victuals to Eat and in the evening while the said Vencatachellum Modelly Demanded of them the whole Principal and Interest after the Rate of Forty per Cent per Annum as aforesaid making together the Sum of One Thousand One Hundred and Sixty five Pagodas together with Interest at the Rate of Forty per Cent and Required these Defendants and the said Poyanah Mudaliar to Sign three writings whereby these Defendants and the said Poyanah Mudaliar Agreed to do to the said Vencatachellum Modelly that they were Collecting the Money at Salamanack to Discharge the said Bond of One Thousand Pagodas and that the Interest thereof after the rate

due as these Defendants could not any longer Abscond or leave the Coast and Violent Constraint these Defendants Mudaliar Modelly Comaren Pulley and the said Poyanah Mudaliar were Obliged to Execute the said Bond of One Hundred One hundred and Sixty six Pagodas And the said Vencatachellum Modelly Obliged the said Defendant Mudaliar Modelly to Sign the same in the Name and Name of the Defendant Thadamburah Modelly and without the Knowledge Thadamburah Modelly being present and without his Knowledge or Consent which Unjust Illegable Proceedings of the said Vencatachellum Modelly with regard to the said last mentioned Bond these Defendants hope will not Compel the Notice of this Honble Court And these Defendants further say that as the said Bond was Obtained from them Unjust and Compulsive in manner before Mentioned they humbly hope this Honorable Court will Confirm upon the same good or Valid or that these Defendants ought to pay the Amount thereof and Consequently that the Account Contained in the said Bill of Complaint is an Unjust Account and was made out from the said Bond and that the Account Contained hereunto annexed is a fair Just and Equitable Account and Statement of all the Accounts Depending either between the Complainant and these Defendants or between the said Vencatachellum Modelly and these Defendants and that the Ballance thereof is the Just and true Ballance in which they are Justified in Law And these Defendants further say that the Complainants Account Contained in the said Bill of Complaint is not only Unjust and Oppressive in the Charge of One Thousand One hundred and Sixty five Pagodas the Amount of the said last mentioned Bond but that it is in the

Defendants paid the three Several sums of One hundred and Seventeen Pagodas, Five hundred and forty Pagodas and One Hundred Pagodas making together the sum of Seven hundred fifty Seven Pagodas at the several Dates mentioned in the said Account Current hereunto annexed as more fully appear by reference thereunto, All Which Matters and things these Defendants are ready and willing to Verify Maintain & prove in such manner and form as this Honorable Court shall direct and most humbly pray to be hence Dismissed with their Reasonable Costs and Charges in this behalf most Wrongfully

John Sykes
Attorney for the Defendants

Lieutenant Colonel Charles Stuart & Lieutenant Colonel Hector Monro Esquires Members of the Council of Fort St. George & Commanders in Chief of the Forces employed on the Coast of Coromandel

The Humble Petition of Mahomed Hadjee Moidien Marcair & Mahomed Hadjee Moidien Marcair Junr. Merchants Inhabitants of Madras

Sheweth

That your Petitioners have been Employed by the Honble. United Company in Bengal in the Purchase of Saltpetre for the Service of the Said Company, and have Contracted with Mr. Thomas Rumbold Chief of Patna for the Delivery of a Quantity of Saltpetre, which Contract your Petitioners have Performed to the Satisfaction of the Said Mr. Rumbold, and have Delivered the Quantity Contracted for, and Received Bills on the Honble. Company for the Amount thereof, which Bills your Petitioners have Remitted to Madras, and have Received Payment for the Same, Except Bills for Sicca Rupees 1,00,000 which are Protested for Non Payment, and your Petitioners have Sustained a Loss of Sicca Rupees 2,000 by the Exchange between Bengal & Madras, which Loss your Petitioners Pray may be Made Good to them by the Honble. Company.

Your Petitioners Pray that your Honours will be Pleased to Recommend the Payment of the Bills Protested for Non Payment, and the Loss Sustained by the Exchange to the Honble. Court of Directors.

And your Petitioners as in Duty Bound will Ever Pray &c.

Madras 2d. January 1766.

Mahomed Hadjee Moidien Marcair
Mahomed Hadjee Moidien Marcair Junr.

Fort St. George 2d. January 1766.

Let the Petitioners Memorial be Entered in the Consultations.

By Order of the Board
Geo. Pigot Secretary

Consultation 2d. January 1766.

Memorial of Mahomed Hadjee Moidien Marcair & Mahomed Hadjee Moidien Marcair Junr. Merchants Inhabitants of Madras

Read the Memorial of Mahomed Hadjee Moidien Marcair & Mahomed Hadjee Moidien Marcair Junr. Merchants Inhabitants of Madras Setting forth that they have been Employed by the Honble. United Company in Bengal in the Purchase of Saltpetre for the Service of the Said Company, and have Contracted with Mr. Thomas Rumbold Chief of Patna for the Delivery of a Quantity of Saltpetre, which Contract your Petitioners have Performed to the Satisfaction of the Said Mr. Rumbold, and have Delivered the Quantity Contracted for, and Received Bills on the Honble. Company for the Amount thereof, which Bills your Petitioners have Remitted to Madras, and have Received Payment for the Same, Except Bills for Sicca Rupees 1,00,000 which are Protested for Non Payment, and your Petitioners have Sustained a Loss of Sicca Rupees 2,000 by the Exchange between Bengal & Madras, which Loss your Petitioners Pray may be Made Good to them by the Honble. Company.

Your Petitioners Pray that your Honours will be Pleased to Recommend the Payment of the Bills Protested for Non Payment, and the Loss Sustained by the Exchange to the Honble. Court of Directors.

And your Petitioners as in Duty Bound will Ever Pray &c.

Madras 2d. January 1766.

Mahomed Hadjee Moidien Marcair
Mahomed Hadjee Moidien Marcair Junr.

Fort St. George 2d. January 1766.

Let the Petitioners Memorial be Entered in the Consultations.

By Order of the Board
Geo. Pigot Secretary

Consultation 2d. January 1766.

Rule 2nd Feb
2 December 1766

The Replication of the
said Joel Smith Gent Lieutenant
Colonel in the Honorable United
East India Company Troops to the Bill
of Complaint of Mordecai Mordecai Merchant
Mordecai Mordecai and Company
all of Jedburgh Defendants

The said Replicant
being sworn and examined to himself all and all manner
Branches and Circumstances of Complaint in the said Bill
and Matters in the said Answer Contained for Replication
saith that he will aver and prove his said Bill of
Complaint and all and every the Matters and things therein
to be just true and sufficient in the Law to be answered and
the Answer of the said Defendants is very Insufficient
efficient in the Law for the Replicant to reply unto and
the Replicant saith that he hopes it will be shewn to this Honorable
that the Defendants by their Answer endeavour to Draw
Attention of the Honorable Court from the Facts alledged
of Complaint by the Evidence of certain Books
Transactions of the same which
and of Right they ought to
the Premises as Answer or Reply to the said
can prove by sufficient Evidence that the Defendants
Sum of Eighteen and Personally
the Sum of One Thousand Pagodas
seven hundred and Sixty

Constantly Refusing or Evading making any Payment

The said Replicant further saith that finding
his Master was very declining State he made it to settle his Affairs in
Order to return to Europe and in Consequence thereof demanded from Defendants
some Payment of his Money, which they the Defendants put off
from time to time, they at last declaring their Inability to pay at that
time they the Defendants of their own Motion voluntarily and
Generally intimated the Replicant to accept of a new Bond which the
the said Replicant accepted of they the Defendants executed the Bond
now in Dispute before several Witnesses who are ready to give Evidence
thereto

The said Replicant further saith that he absolutely
denies ever to have received any Payment whatsoever from the
Defendants on Account of the said Bond further than what is mention
Defendants on Account of the said Account Current
Debt that Account Current and affirms that the said Account Current
annexed to the Bill of Complaint to be just and true Account as will
be made appear by undeniable Evidence to this Honorable Court

The said Replicant further begs leave of this Honble
Court to observe the great Loss and Detriment it has been to the said
Replicant to have Lain so long out of his Money by the unjust and
false Evasions of the Defendants in this Particular Case and others
the which the said Replicant hopes this Honorable Court will
take into mature Consideration and grant him such Relief as the
Nature of his Case Requires

The said Replicant further saith that upon
his leaving the Country on Account of his Health he applied to
Henry Charles Campbell to advance him a Sum of Money

to be just and Reasonable they the Defendants Pretended to pay the same to Major Charles Campbell to whom the Replicant had assigned their Debt

That the said Replicant further saith that the said Major Charles Campbell assigning his Interest to these Monies far from discharging the Debt they the Defendants fraudulently endeavoured to corrupt the said Assignee & Some did actually pay Money to the Amount of Nineteen Pagodas with a Promise of much larger Sums if he would interest on the Payment but Endeavour to delay it by making Excuses to them or his Master Major Campbell telling the said Major Charles Campbells Assignee & Master, Moreover the said Major should be at no Expence as was never paid as the said Replicant was bound to make good to their Master

All Which Matters and things this Replicant is Ready to Verify Maintain and Prove as this Honorable Court shall direct and humbly pray as in and by his said Bill of Complaint he hath already

Exhibit

Attorney

Read and Filed
20th December 1769

Mr Reynolds for Defendants
Mr Lee for Plaintiff

Saving and Reserving to themselves all and all manner of benefit and advantage of Exception to the many Errors Untruths Insufficiencies and Imperfections in the said Replication Contained both in all and Singular the matters and things in these Defendants Answer are Certain true and Sufficient in the Law to be Replied unto and such Manner and form as the same are therein Alledged and set forth and that the said Replication is very Untrue and Evasive And these Defendants further with regard to what the Replyant has asserted in the said Replication that these Defendants by their Answer Endeavour to draw aside the Attention of this Honble Court from the facts Alledged in the Bill of Complaint by forming an Evasion about the Transaction being Carried on by One Vencatachellum Modelly the Replicants Dubash say that such an Assertion arose as if the Replyant was Conscious of the Truth of what is Alledged in these Defendants Answer and that Remains to put a Construction upon it which is Contrary to the Real truth in Order to Support the Action brought by him against these Defendants as if the whole Transaction had been between the Replyant and these Defendants but these Defendants say it is not their Intention in any to Endeavour to draw aside the Attention of this Honble Court from the truth but to set forth every thing that will Explain the Matters in Question and set them forth in a true light And these Defendants absolutely deny that they did Personally apply to the Replyant for the Loan of two Thousand Pagodas or any other Sum of Money what ever either in the Year One thousand Seven hundred and Sixty or any other time or that they ever had any Dealings or

Venkatachellum Modelly the Replyant Did Exhibit and Ingross Him to Advance these Defendants the Sum of One Thousand Pagodas which request the said Venkatachellum Modelly Complyed with and He the said Venkatachellum Modelly Demanded and Received in the Name of the Replyant as these Defendants last Remittance of and from the Replyant the said Sum of One Thousand Pagodas after they had Executed the said Bond and Received the said Money and not before the said Venkatachellum Modelly Informed these Defendants that the said Money belonged to the Replyant as already setforth in these Defendants Answer And these Defendants deny that they did either of their own Motion or otherwise Voluntarily and Currently intreat the Replyant to Accept of a Note or any Bond or that they did Voluntarily Execute the Bond which they are now Prosecuted on by the Replyant the said Note as setforth in his Replication but these Defendants say that the said Venkatachellum Modelly did Oblige these Defendants to Execute the same by their Unjust and Compulsive Methods and Demands they have as expresslary Setforth in these Defendants Answer which when Supported by Sufficient Evidence these Defendants humbly hope will Convince this Honorable Court of the Unjustness of the Replyants Aforesaid and of the Just Title these Defendants Derived from the said Venkatachellum Modelly to the Replyants Demand Payment whatsoever from these Defendants on Account of the said Bond for other than what is mentioned in the Account Current annexed to his Bill of Complaint

Exhibited in these Defendants Answer and in the Account Current thereunto Annexed Charged on Account of the said Bond Whether the said Venkatachellum Modelly paid the same or any part thereof to the Replyant these Defendants know not but in Case He did not these Defendants do not look upon themselves Accountable for the same to the Replyant as they paid it to the Person from whom they received the said Sum of One thousand Pagodas And these Defendants further Say that they owe the Sum of One Hundred and Seventeen Pagodas Charged in the Account Current annexed to these Defendants Answer by a certain Person to pay to the said Venkatachellum Modelly which he Accordingly did And as to the said pretended Payment which is the Sum of four hundred and forty Pagodas these Defendants Say that they themselves went to Chingleput and paid it to the said Venkatachellum Modelly in the presence of several Persons who are ready to give Evidence thereof And as to the said pretended payment which is the Sum of One hundred Pagodas these Defendants say that in or about the Month of March which was in the Year of Our Lord One thousand Seven Hundred and Sixty three the said Venkatachellum Modelly sent some Sepoys and a Peon after these Defendants to Tellamanick with Orders to Seize them and Carry them to him the said Venkatachellum Modelly at Arpakam and the said Sepoys and Peon accordingly Arrested and Carryed these Defendants to the said Venkatachellum Modelly where these Defendants were Detained from these Defendants till the said Venkatachellum

Sepoys and as these Defendants could not any longer bear such
Treatment these Defendants applied to one Sprindee Iyer and
desired him to stand Security for them for One hundred Pgs
and as soon as they should be Released they would go to their
Country at Salamanack and desire him the said Sprindee Iyer the
said Sum of One hundred Pagodas to pay the said Venatachellum
Mudelly to which Request the said Sprindee Iyer agreed and he
said Venatachellum Mudelly also agreed and accepting him
Security for that Sum Released these Defendants from their
Confinement and as soon as they Arrived at Salamanack they sent
the said Sum of One Hundred Pagodas to the said Sprindee Iyer that
He might pay it to the said Venatachellum Mudelly which
he accordingly did as will more fully and at Large appear by
a Translate of the said Sprindee Iyers Letter to these Defendants
herewith annexed for the Inspection of the Honorable Court
which these Defendants pray may be admitted as part of
their Defence, the Original of which is in these Defendants
Custody and ready to be Produced to this Honorable Court when
required And these Defendants further say that they do not
admit that the Replyant upon his leaving the Country did not
not apply to Major Charles Campbell to Release him or any
Money on the Security of Bonds due to him by the Inhabitants
of the Country but these Defendants absolutely deny that
any Acknowledge

but these Defendants say that they had been Informed that
by the persuasion of the said Venatachellum Mudelly the said
Major Charles Campbell sent Sepoys at Salamanack to take the
Replyants other Suit and these Defendants
Defendants in the Replyants other Suit and these Defendants
and the said Major Charles Campbell asked the Defendants in the
Replyants said other Suit about the Bond of One thousand and four
hundred Pagodas and whether they stood Indebted or not and they
told the said Major Charles Campbell that they were not Indebted
for that they had never Received any Money whatsoever on Account
thereof but that the same was Obtained from them in an Unjust
and Compulsive Manner to which the said Charles Campbell Replyts
that he had nothing to do with it but told them to go and
that he would have nothing to do with it but that he sent
Williamson the Attorney to the Replyant at which time the
said Major Campbell never asked any thing about the Bond in
these Defendants but these Defendants say that after they came out of the
Fort the said Major Campbell sent his Dubash Nammahmoyan by
the Persuasion of the said Venatachellum Mudelly asked these
Defendants for the Remainder of the said Bond now in Question
in this Court to which these Defendants Replyed that these Defendants
were willing to pay it if they might take the Interest there at the
Usual Rate and the said Nammahmoyan promised these Defendants
that he would tell the said Venatachellum Mudelly to make
the Interest at the Usual Rate instead of forty two Pagodas at
the same time the said Nammahmoyan desired these Defendants
to give him some Money for his Feeding and at the
same time to give him some Money for his Feeding and at the
time of this Feeding according to the Custom of this Country he

Defendants by Comparison before that there is the Complainants
these Defendants Charges the Replyant with Corruption
Demands that these Defendants absolutely deny ever to have
Corrupted any Servant or Servants of the said Major Charles
Campbell or that they ever gave Money to the Amount of Fifteen
or Twenty Pagodas for any Person or Persons whatsoever
but these Defendants say that the said Venkatachellum Modelly
Servant Chinna Servant Appaya and Peon in the Service of the said Major
Campbell to these Defendants at Salvarum did Demand the
Amount of the Bond in Fifteen Pagodas which Appaya and Pumpaya
these Defendants to give them Batta and accordingly these
Defendants gave them Dollars in Batta so that they never
these Defendants ever made Oppression but to the Contrary as
the Court designs Satisfaction of Corruption these

All which matters and things these Defendants
are ready to aver Maintain and Prove as this Honorable Court
shall direct and humbly pray as in duty bound and Answer they
have already Prayed

John Sykes
Attorney for the Defendants

Narroompuddy Chinna Gurrapa Appa Complainants the Mootapa
Modelly Pryanah Modelly Chatumbuck Modelly Venkatachellum

Thro' Mr Sykes

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Modelly & Chinna Venkatachellum Modelly paid the Collandy and paid
the said Venkatachellum Modelly upon asking for a Receipt
for the said Sum of 100 Pagodas the said Venkatachellum Modelly
told me there was no Occasion for a Receipt for Batta and told me
that Hee would give a Receipt for the whole when Hee had Received
it so You all may be Informed and if You have any other
Commands You all may write to me

Your Most Obedient
John Sykes
Attorney for the Defendants

A Free Translation as near as can be taken from the
Original Malabar by Cavarapah Limaun Interpreter

Annamalie
Canna Chinnaya
Ramya papah Modeliar
Ramah Reddy
Ramanah
Pettapah
Venkatachellum
Narrachinny

Witness

Interrogations to be Administered
Such Witness as shall be Produced Examined
Examined on a certain Cause Depending & Det
Between the Honorable the Mayor Court
Madraspatam Wherein Charles Pod Lieut
and Colonel in the Honble United English
East India Company Sworn Complainant
Defendants Mootah Appah Modeliar Chatumbuck
Modeliar Mootah Comarra Pully and
Modeliar Mootah Comarra Pully and
Pryanah Modeliar Salvarum Inhabit
Defendants

Complainants & Defendants in the Letter of their Interrogatories
Names if You have any knowledge thereof or either & each
Which of them Declare

Annamalee
Comaracheeamy
Davachapah
Modelair
Ramachelly
Ramanujah
Ebrajah

2 & 3 Did You or did You not on the Day now first
above to You & the Contents of Your Examination read
and delivered by all or how many of the Defendants in Your
Presence if You for what Consideration or in consideration
when and where did they or how & Whether they first
did or did not severally apply to the Complainant for their
Consideration & Whether any or what Note was made or
if to Compell the Defendants to sign & give such Obligatory
Writing & the Nature of such Composition if any disputed &
Declare to the best of Your Knowledge & Remembrance

Veeracharlu 3 Did You or did You not for the Defendants sign
deliver the writing Obligatory now produced & shown to You
at the time of Your Examination if You for what Consideration
was such Writing given and what Sum or Sums of Money
have been actually paid to the Complainant by the Defendants
on Account of the said writing Obligatory mentioned & how &
by what means Particularly set forth & Declare

Narrainsamy 4 Did You or did You not demand the amount of
the said Note above shown You at the time of Your Examination
Interest or any other & what Sum of Money from the Defendants
or either of them & Interrogate thereupon & for & on Account
of Whom & to Compell the

Call the Witness

Do You know or can You set forth any other matter
or thing touching which You have not been hereto particularly
Interrogated to that may tend to the Advantage and Benefit
of the Complainant if You do set forth the same as fully and as
particularly as if You had been thereto Interrogated to the
best of Your Knowledge Remembrance and belief

Chas Bromley
Attorney for the Complainant

[illegible]

[illegible]

[illegible]

East India Companys Troops is Complainant and Mostick Appa Moodelair &c are Defendants this 19th February Anno Domini 1767

Henry Crawford
Examiner

Mayors Court at Madraspatanam

Belwan Charles Ted Louis Collier in the Honble United East India Companys Forces Complainant and Mostick Appa Moodelair Shedumburah Moodelair Mutton Comaney Pulley and Perumah Moodelair of Salamanah Inhabitants Defendants

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

Annamalie of Chauma Pallavar Farmer Aged 36 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 20th February 1767 sworn at the Office of Mr John by the Attorney for the Defendants by Canacopah who also left a Note of the names Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith he knows the Complainant Company and the Defendants Mostick Appa Moodelair Shedumburah Moodelair Mutton Comaney Pulley and Perumah Moodelair of Salamanah Inhabitants Defendants

To the said Interrogatory this Deponent saith he knows the Defendants Company and Knows of the Complainant by reason of Business he Deponent has had with them for about two years last past

To the last Interrogatory this Deponent saith he also knows the Defendants have hitherto brought and paid some money to the Complainant in part of their aforesaid Obligation but what the Amount of the same paid was he does not know and more he saith not to this Interrogatory

Henry Crawford
Examiner

Mayors Court at Madraspatanam

Belwan Charles Ted Louis Collier the Honorable United East India Companys Forces Complainant and Mostick Appa Moodelair Shedumburah Moodelair Mutton Comaney Pulley and Perumah Moodelair of Salamanah Inhabitants Defendants

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

Dannappajah Moodelair of Villiveram Village Aged 30 Years or thereabouts being Produced as a Witness in this cause on the Part of the Complainant was on the 2 day of March 1767 sworn at the Office of Mr John by the Attorney for the Defendants by Canacopah who also left a Note of the names Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

To the first Interrogatory the Deponent saith he knows the Complainant Company and the Defendants he knows only by the Complainant Company but has no other knowledge

To the said Interrogatory this Deponent saith the demand

not aware Neither is he Either of them were Sworn in the Court of Chancery at the Time of the Complainants Purchase in the Bill of this Deponent knows not if the said Defendants did any Application for the same personally or otherwise and did not see any paid or Promised on Account of the said Obligation but that there was no farther Consideration than to make the same Sign the same And saith this Deponent saith the same to this or to the Last Interrogatory

Henry Crawford

Examined

Mayor's Court at
Madrass patnam

Deposition

Of Witnesses taken in the Court and before the Commissioners in this Court as follows to

Pilmajah of Mayaveram Farmer Aged 45 Years or thereabouts being Produced as a Witness on the Part of the Complainant was on the 4 day of March 1767 Sworn at the Office of Mr. Peter Lydon Attorney for the Defendants by Cannapah who left a Note of the Names Style and Place of abode of the said Deponent and afterwards on the same day being the 4 day of March aforesaid Appeared Personally before the Commissioners Appointed by the Court to Examine Witnesses in the Cause depending between the said Parties and the said Deponent was Examined on his Corporal Oath touching the Premises in Manner following

To the first Interrogatory this Deponent saith He did not see the Bond now shown to him, signed or delivered by any of the Defendants but three of them by name Mootiah Ayah Moodelaire Mudian and Cannapatty went into Chinglepat Fort accompanied by the Complainants Purbash and on their Return acquainted this Deponent they had borrowed and Received the sum of Five thousand Pagodas of the Complainant that the said Money was lent to them at their own Request and there was no farther Consideration to his knowledge to oblige them to sign the Bond for the same and this Deponent saith the same to this Interrogatory

To the Last Interrogatory this Deponent saith that about two Months after the Receipt of the said Money it becoming payable the said Defendants were in Capacity to discharge the same they came they therefore at the request of the Complainant Purbash Voluntarily signed another Obligation for Principal and Interest which amounted together to the sum of Eleven hundred and ninety six Pagodas that some time afterwards the Defendants paid four hundred Pagodas in part of the said Obligation to Mr. Purbash of this Deponent to the Complainant by means of his Purbash and saith this Deponent saith the same to this or to the Last Interrogatory

Henry Crawford

Examined

Mayor's Court at
Madrass patnam

Benson Charles 1st Colonel on the Honorable Martial Company Farm Complainant and Mootiapah Modelly Shadambaka Modelaire Cannapatty Defendants

Mayors Court at
Madraspatnam

Venkatashillum of Madras Pycharb Aged 40 Years a Shroffe
Thomabanks being Produced as a Witnesse in this Cause on the part of
the Complainant was on the 20th February 1767 Sworne at the
Office of Mr. John Lyles Attorney for the Defendants by Comman
who also left a Note of the names Title and Place of abode of
said Deponent and afterwards on the same day being Sworne
Examined Deposeth as followeth

1 ..... To the first Interrogatory this Deponent saith he has known
the Complainant 7 Years and the Defendants 6 Years or there
abouts

2 ..... To the third Interrogatory this Deponent saith the Defendants
did borrow of the Complainant in this Cause about Three Years
of One thousand Pagodas as for which they gave him an Obli-
gation at the expiration of which the said Deponent was
able to pay the amount the Complainant then required for
the same another Bond for Principal and Interest and at the
that is now produced and Shewn to him that the Defendants
after Months after paid six hundred and fifty Pagodas part
of this there is Obligation and Complaint and Deponent says
to this Deponents knowledge has been Received from them on
this Account the Defendants ended to Make up that Sum
hundred Pagodas more to be given to the Complainant
having some disputes Concerning Money matters to settle with
Sd Grinder on Another Account have Detained from him
sum of Money and therefore cannot justly say the above bond
was discharged on the said payments this Deponent is one of
the Natives Dubashes whose Business Accounts are to
which nothing is entered but the Monies settled this Deponent
finds one Pagodas of One hundred Pagodas more to be paid
came to the Complainant

Batavia Charles Lt. Collin the Honble
Compys Forces Complainant and Mudhiah Ayah
Mondelaiz Shadumbrah Mudelaiz Muthian
Comman Pulley and Pryanah Mudelaiz of
Salamah Inhabitants Defendants

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

Annamalie of Villanoor Village Somma Aged 25 Years
a Shroffe being Produced as a Witnesse in this Cause on the part of
the Complainant was on the 9 day of September 1765 Sworne at the
Office of Mr. John Lyles Attorney for the Defendants by Comman
who left a Note of the names Title and place of abode of the
said Deponent and afterwards on the same day being Sworne and
Examined deposeth as followeth

1 ..... To the first Interrogatory this Deponent saith he hath known
the Complainant 8 Years of the Defendant he knows only Comman
Pulley about 5 Years the other he has only seen but has no knowledge
of them

2 ..... To the third Interrogatory this Deponent saith he did not among
of the Defendants sign the Bond now produced and shown being
but being at Chingleput and at the House of Venkatashillum the
Complainants Broker Comman Pulley one of the Defendants
Mudhiah whom he was acquainted told him that he and the other Defendants
not being able to pay the Complainant demanded Part of which
this Deponent had before been told by the said Comman Pulley
the Complainant had given a Note Bond for repayment of them

Complainant answer to the Interrogatories of the Obligation thereto annexed
and Bond therein this Deponent has known to believe the
same to be true and that the Defendants voluntarily executed
the said Obligation further this Deponth saith not to the 1st
Interrogatory

Henry Crawford

Examined

Mayor's Court at
Madraspatnam

Belmen Charles Esqr Clerk of
the Honorable Company's Mayors Court
for Madras Esqr Madrasian Mestizo
Inhabitants of Madras Portuguese Mestizo
Inhabitants Defendants

Deposition of Witness on the Part of the Complainant
Taken before the Examiner in the Court on the 4th day of
September 1787 by virtue of a Commission issued out of
the Court bearing Date the 4th day of September 1787
directed to Henry Crawford Esqr Clerk of the Crown
Office of Mr Johnson by the Attorney for the Defendants by Consent
and Agreement of the Parties on the same day being Sunday
Examined Deponent on the following Interrogatories
To the first Interrogatory this Deponent saith he doth know
the Complainant 12 Years the Defendants Cannoo Pully
about 12 Years and Thirteen about 3 Years
To the third Interrogatory this Deponent saith he was not

that they were all present and he believes that some of them who
Could not Write Desired the rest to sign for them that after the said
Obligation was Executed it was delivered to him by Cannoo Pully of
the Part being present and he asked them all Said Damanjah
Modelly in Particular if they had put their names to which
he and they replied in the affirmative that the said Writing was
for Principal and Interest of One Thousand Pagodas which the
Defendants had before borrowed of his Master the Complainant
but at the expiration of their former Bond they not being able to discharge
the same his Master demanded and received this Obligation
from them about six Weeks after the money became due That seven
hundred and fifty seven Pagodas of this Bond has been received by
the Complainant one hundred and thirteen Pagodas was at first
received of Mootiapah Modelly and some days afterwards Cannoo
Pully and three of the Defendants paid four hundred and forty
Pagodas to this Deponent who delivered them sums to his Master
at Chingleput at which time which may be to the best of this
remembrance about four Years and half Year since that the Defendants
at that time declared they had paid one hundred Pagodas on account
of this Bond to some Gentoo Agent and this Deponent having
a dispute with the said Gentoo about some money could not then
say whether he had once paid him such sum on that account
but the said dispute was Determined after wards by Arbitrators
when on Examining their Accounts found that this Deponent had
Actually Received the one hundred Pagodas on account of the said
Obligation and therefore never obliged to acknowledge this
sum also which with what was Received in the three above mentioned
Payments make Pagodas seven hundred and fifty seven Received
on Account of the Obligation further he deponeth not to this or

Harrow Pulley Rowe Grindal Cooper Complainants to the Mayor
Medilly Pongonah Mudaliar Chadambaram Mudaliar and Company

The 7th March 1762 Company wrote on That they
also Send in Your Letter that all of You are in good Health and
also am Informed of the Contents of Your Letter according to Your
Province of Sending one 100 Pagodas by Mary Chocatachellum the
Peon sent by Gold Smith Ellandiram paid it to the said Chocata-
chellum Medilly Upon it being for a Receipt for the said Sum of
100 Pagodas the said Chocatachellum Medilly told me there was
no Occasion for a Receipt for Rebel and told me that Ramah Pyan
a Receipt for the whole when He had Received it so You Money to
Ingrandize And if You have any Other Commands Your Money Write
home

Your Most Obedient

A Jon translation

this Original by Coonapah Jaun Interpreter

John Sykes
Attorney for the Defendants

Mrs Caspar Sutherland on Affirmation saith that Harrow
Grindar Cooper against the time of this Examination hereof was and is a Cause
depending and at Issue in the Honorable the Mayor Court at
Madraspatam wherein Charles Tod Lieut Colonel the Honble
United Company's Forces Complainant and Mr. Muttah Ayah
Medilly Chadambaram Mudaliar Gentoo Defendant that
4th Instt. Anno Domini 1767

Interrogatories to be Administered
to such Witness as shall be produced & sworn
& Examined on the part & behalf of the Defendant
in a certain Cause wherein Charles Tod Lieutenant
Colonel in the Honorable United English East
India Company's Troops is Complainant And
Medilly Chadambaram Mudaliar
Muttiapah Medilly Chadambaram Mudaliar
Muttiavah Comaropelly are Defendants

To all the Witnesses this Cause to be Produced & Sworn & Examined on the part & behalf of the Defendants

1st Do You know the Parties Complainant and Defendants in this Cause & how long have You so known them

2nd Did or did not the Defendants or any other Person or Persons at any time or times about the Month of June in the Year of Our Lord One thousand Seven hundred and Sixty two Apply to the Complainant or Chocatachellum Medilly the Complainant & Defendants Agent to Request him or them to Advance them any Sum or Sums of Money & if Yea, which of them did so apply & how much & what Sum or Sums of Money did they so Request? Did or did not the Complainant or the said Chocatachellum Medilly Advance them any Money & if Yea what Sum or Sums & which of them Advanced the same & who and on whose or what Account & upon what Security & did or did not the said Chocatachellum Medilly at the time such Money was paid pay the same & how was the said Money made payable & did the said Chocatachellum Medilly at any time or times afterwards demand any Interest? & if so did or did not the said Chocatachellum Medilly at any time or times afterwards make any Application to the Defendants & any other Person or Persons & if Yea, when did such Application or Applications happen & what Answer or Answers were made thereto & how long after they Received the said Money did the said Chocatachellum Medilly or did the said Account did the said Defendants Pay it & did they or did they not Account to the said Defendants for it & if Yea, when did they so Account & how long after they Received the said Money & did they or did they not Account to the said Defendants for the whole of the said Money & if not what Part thereof & how much remains unaccounted for & did or did not the said Chocatachellum Medilly at any time or times afterwards Apply to the Defendants & any other Person or Persons & if Yea, when did such Application or Applications happen & what Answer or Answers were made thereto & how long after they Received the said Money did the said Chocatachellum Medilly or did the said

Did or did not the said Venkatachellum Modelly Obtain
this or Defendants or any of them or any other Person or
a Bond for any Sum of Money. If Yea for what Sum of Mo
and on what Account and how and by What Ways Means or
did they Obtain the same and from which of them? Did they
did they not Execute the said Bond Voluntarily if not how
Did they or did they not all Sign or Execute the said Bond for
did or did not any one or more of them Sign the same or the
of any of the others of them. If Yea which of them and for what
did they or Sign the same? To the whole of this Matter 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 this Matter fully and Particularly
Declare

Pro Ollandu Gold Smith } 2. Did You or did You not at any time in or about the
Month of December in the Year of our Lord One thousand Seven
hundred and Sixty two Receive any Sum of Money from the
Defendants in this Cause or any of them to pay to Venkatachellum
Modelly the Complainants Husband on Account of their Bond
to the said Venkatachellum Modelly or the Complainant If Yea
what Sum of Money and from whom did You Receive it For
did You not pay the same to the said Venkatachellum Modelly
You when did You pay it How did You pay the same? Did You not
Not or about the Month of January in the Year of Our Lord
thousand Seven hundred and Sixty three the said Defendants
or any of them pay unto the said Venkatachellum Modelly or
Lawful Sum or Sums of Money on Account of the said Bond If Yea
what Sum or Sums of Money and When

to Carry to One Gaindoo Syen or any other Person to Pay to the said
Venkatachellum Modelly If Yea what Sum or Sums of Money?
Did You or did You not Carry and Deliver or pay the same to the said
Gaindoo Syen accordingly If Yea What became of the same and for what
Reason it appears or how Disposed of Did or did not the said Gaindoo
Syen pay the same to the said Venkatachellum Modelly on Account
of the said Bond If Yea in what where and in whose Presence did
He pay the same? Did or did not the said Gaindoo Syen give You
a Letter to the said Defendants or any of them about the said Money
If Yea What was the purport of such Letter? The whole of there
Matters According to the best of Your Knowledge Remembrance
and belief fully and Particularly Declare

Gaindoo Syen 4. Did You or did You not at any time in the Year of our Lord
One thousand Seven hundred and Sixty three become Security to
Venkatachellum Modelly the Complainants Husband for any
Lawful Sums of Money for or on Account of the Defendants or
this Country or any of them If Yea for how much Money and for
what or on what Account and for what Reason did You become
Security? Did or did not the said Defendants or any of them
or at any time after You so became Security and You any Sum
or Sums of Money by one Ollandu Gold Smith or any other
Person on that Account to pay to the said Venkatachellum Modelly
If Yea what Sum or Sums of Money? Did You or did You not
pay them unto the said Venkatachellum Modelly If Yea
When and Where and Whose Name did You so pay them? Did or
did not the said Venkatachellum Modelly give You a Receipt for
the said Sums if not why not? Did You or did You not Write
the said Sums if not why not? Did You or did You not at any of those about the said Money

Mayor's Court at
Madraspatnam

Deposition of Witness taken on the Coast of Malabar

Coopah Iyon Inhabitant of Cotamchee Aged 54 Years or thereabouts being Produced as a Witness in the Cause depending between Mr Charles Brumley Attorney for the Plaintiffs Complainants and Mr John Lyttel Attorney for the Defendants

Sworn to Interpreter

Witness

Do you know of any of the Matters being or here in Question in this Cause that may tend to the benefit or Advantage of the Defendants? I do know the same According to the best of Your Knowledge Remembrance Information and Belief together With the Reasons of each Your Belief as fully and perfectly in every Particular as if You had been thereunto Particularly Interrogated

John Lyttel
Attorney for the Defendants

P Belwin Charles Tal Lieut
in the Honble Company's Service Complainant
Ent Mostapah Modelly Madambacke
Moodelaire Mostien and Company Defendants

Deposition of Witness taken on the Coast of Malabar before the Commissioners in the Court of Mayors Court

Coopah Iyon Inhabitant of Cotamchee aged 54 Years or thereabouts being Produced as a Witness on the part of the Defendants in a Matter in this Court depending between Mr Charles Brumley Attorney for the Plaintiffs Complainants and Mr John Lyttel Attorney for the Defendants

knowledge of the Complainant, but has known the Defendants 25 Years or thereabouts

To the Second Interrogatory this Deponent saith He does not know if the Defendants in this Cause applied to the Complainant, or to his Dubashy for the loan of any Sum or Sums of Money but about 5 Years ago Venatachellum the Complainants said Dubash went once or twice Venatachellum the Complainants said Dubash went once or twice to Sadrapatam to Sallamauk to bring from thence the four Defendants Seapoys to Sallamauk to bring from thence the four Defendants Seapoys to Sallamauk to bring from thence the four Defendants Seapoys

Nellatomby Poolay Inhabitant of Sattanaud Aged
50 Years or thereabouts being Produced as a Witness in this Cause
on the Part of the Defendants was on the 7th day of May 1763
at the Office of Mr Charles Bromley Attorney for the Complainant
by Canacapah 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 follows viz.

1st To the first Interrogatory this Deponent saith he has known the
Complainant but has known the Defendants 30 Years or
thereabouts.

2d To the second Interrogatory this Deponent saith that in the
Year 1762 he
Sattanaud Cuncatchellum Mootelly at Chingleput & Deponent
him the Sum of One Hundred Pagodas which Hundred
Pagodas Deponent Received for which they gave him
part thereof Four Months but the Deponent does not know
Interest Whether the Expiration of the said four Months Nel
chellum Mootelly and four Peons to Sattanaud where
Defendants brought the said Defendants to Chingleput where
Account they were immediately Confined in the Choultry
being kept there for about one hour they were then
released Compelled to give Bond for Payment of the
Sum Pagodas being Madras Currency with Interest
included this Deponent further saith that the Defendants
Abraham the Defendant Sattanaud Pandy
that they would Pay the said Pagodas
Deponent & Deponent saith that two days
this Deponent Defendants

Mayor's Court at Madraspatnam

Between Charles Bromley Esqr Sollr in the Hble United Company's Service Complainant and Mootiapah Mudelly Thadambarah Mondelaire Mudiany and Cannapadey of Sattanaud Defendants

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

Collande Pulle Smith Aged 20 Years or thereabouts being Produced &
as a Witness in this Cause on the Part of the Defendants was on the 24
day of February 1763 Sworn at the Office of Mr Charles Bromley Attorney
for the Complainant by Canacapah who also left a Note of the name Title
and place of abode of the said Deponent and afterwards on the same day
being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith he has known the
Complainant 6 Years and the Defendants 7 Years or thereabouts

2d To the second Interrogatory this Deponent saith that in 1762 the
Defendants in this Cause at Sattanaud borrowed from Hundred
Pagodas with Interest to pay it to Cuncatchellum Mootelly the Complainants Dubash at Chingleput for
this Deponent saw the money Delivered by the said Company & Mootiapah
Mudelly about two days after from Sattanaud to Chingleput and
Employed to assist by them most from Sattanaud Cuncatchellum Five hundred
this Deponent saw the money Delivered by the said Cuncatchellum Mootelly the following day
Pagodas That in the Month of March following this
Deponent was Chingleput with one hundred Pagodas and a letter for one
Cuncatchellum Mootelly when the said Cuncatchellum Mootelly delivered
Pagodas Deponent Mayor when the said Cuncatchellum Mootelly delivered the one hundred
the said Pagodas Deponent Accompanied by the Deponent carried the one hundred
Pagodas he had brought him to the House of Cuncatchellum where
Pagodas he had brought him to the House of Cuncatchellum where
Deponent saw that Cuncatchellum Mootelly afterwards gave him the
Deponent saw that Cuncatchellum Mootelly afterwards gave him the

did and Mean this Deponent Saith the same to this or to the last Int

Henry Crawford

Examined

Mayors Court at
Madrasapatnam

Between Charles Tod Lieut Colo
Hon'ble United Company's Forces Complainant
Montgomerie Monthly Montgomerie Mon
Montgomerie Company Plaintiff Defendant

Depositions of Witnesses taken in the Cause by and
the Examine of the Court as follows

Govindoo Pun Inhabitant of Mundalore Village Gent
Year in the Usual Manner being Produced as a Witness on the Part
Deponent & the Defendant was on the 5th Point of his Int
Affairs & Charles Crawley Attorney for the Complainant by
spoken to & Duly Sworn Interpreted by
and Examined on the Interrogatories & Cross Int
as follows

1st Interrogatory Do Deponent know the Parties
Answer I Know the Defendant & Deponent
2d Interrogatory Do Deponent know any
Answer I Know the Defendant & Deponent
3d Interrogatory Did Deponent ever hear
Defendant but only Madrasapatnam & Deponent
Deponent Says that he never heard of this
Answer Deponent Says that he never
with them Madrasapatnam & Deponent
Deponent Says that he never
Answer Deponent Says that he never
Deponent Says that he never
Contains no more but Deponent

for a Receipt for the same he replyed, there was no Occasion for one until the whole of the Bond was discharged and that he might write to the Defendants to acquaint them with his having paid the Monies to the Defendants on his Return home directed the Letter was Money The Deponent on his Return home directed the Letter was shewn to being to be Wrote to the Defendants in Answer to that We shewn to being to be Wrote to the Defendants in Answer to that We from them with the Money and Mean this Deponent Saith the same from them with the Money and Mean this Deponent Saith the same this or to the last Interrogatory

Henry Crawford

Examined

Mayors Court at
Madrasapatnam

Tuesday the 18th day of April
Anno Domini 1769

Present

Edward Monckton Esquire Mayor
Thomas Pomney and John Holland
Aldermen

Between Charles Tod Esq First
Lieutenant Colonel in the
Honorable the United English East
Indian Company's Troops Complainant
and Montgomerie Monthly Montgomerie
Montgomerie Montgomerie Montgomerie
Company Esquire and Company Montgomerie
All of Madrasapatnam Inhabitants Defendants

The Defendants Answer with an Account Current annexed
Replication The Rejoinder with a translate of an Letter
The Interrogatories and Depositions on Report of the Comp
with an Exhibit Proof annexed The Interrogatories and
Depositions on Report of the Defendant with a Copy
and translate thereof annexed On Hearing the Pleadings
thereof by the Allowance and on due Consideration had
Appearing to the Court that the Defendant there
Produced sufficient Evidence to prove that the Proof
by a Commission was obtained from them by fraudulent
Manner This Court doth therefore think fit to Order
Decree and it is Hereby accordingly Order and Decree that
Defendant do Pay the Amount thereof with Interest to the Comp
deducting thereout Pagodas One Hundred and Twelve
Fifty Nine Fanams with Interest thereon Also the
Pagodas One Hundred and Twenty Eight by the
from the Complainants Dated on the Day
been Paid by Virtue Account of the said Bond
thereon to the Account Current annexed to the Bill of
Costs Interest Defendant Pay the Costs
of Suit as they have Proceeded thereupon

Pitts

Filed 8 August 1769
Reading

To the Honble the
Council of Madraspatam

In Equity Complaining

Money of Madras Making in Sterling Money of Great Britt
Accounting every Pagoda Eight Shillings the Sum of Fifty
Nine Pounds ten Shillings and Nine Pence or thereabouts 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 Orators Bill
of Complaint And Your Orator further Shewth unto this Honble
Court that He hath frequently and in an Amicable Manner
requested Payment from the said Lyman Harris of the said Sum
of One hundred and Forty seven Pagodas Thirty four Fanams
and Twenty Eight Cash

But now so it is May it please this
Honble Court the said Lyman Harris Obstinately and Wilfully
refuses to pay the same or to give Your Orator any Manner of
Satisfaction touching the Premises Your Orator therefore prays
Relief and as the Honble Court shall appear agreeable
to Equity and good Conscience To the End therefore that the said
Lyman Harris 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
forty seven Pagodas Thirty four Fanams and Twenty Eight
Cash with all Costs Without any more as he shall during the time due
thereunto all Costs of this Suit

May it please the Honorable Court to
Cause the said Lyman Harris to be Summoned and Required by the
Sheriff of Fort St George Town of Madraspatam and the Pettahs
thereof personally to be and appear before this Honorable Court at
their Usual Place of Sitting in this Honorable Court Peculiar and

8th August 1763

This Bill was shewn to me between the Days of Adjournment and the Complainant having Sworn to the Justness of his Demand & that he believes the Defendant is about to Depart from the Jurisdiction of this Court, I Ordered a Summons Returnable Immediately and Warrant of Arrest Issue

Charles Smith

Mayor

D^r Mr Gowan Harrop in Acct Curr^t with Mrs Cuthbert

1766 April 1st	To Your Moiety of the Amount Sales of Chief Chest of Opium sold by Captain Charles Forbes and Your self to the King of Achem for which You have not hitherto Accounted to me		1250 12 7		
1768 August 1st	To Interest on the above Sum from the 1st May 1766 to the 27 Months @ 8 P Cent P Annum		222 11		
	Pagoda's	1472 23 7		Pagoda's	1472 23 7

Fort St George 1st August 1768

Errors Excepted

Read and Filed
16th August 1768

The Answer of Gowan Harrop Late Supra Cargoe of the Ship Indian Trader Defendant to the Bill of Complaint of Arthur Cuthbert of Fort St George Merchant Complainant

The said Defendant saving and reserving to himself all and all Manner of benefit and advantage of Exception to the many Errors Uncertainties and Imperfections in the said Bill of Complaint Contained for Answer thereto or unto so much thereof as this Defendant is Advised is Material for him to make Answer thereunto, He this Defendant answers and saith that he does not Stand indebted to the Complainant in the Sum of One hundred and Forty seven Pagodas Thirty four Fanams and Twenty Eight Cash or in any Sum of Money whatsoever But the Defendant admits that he did in the Month of June 1765 or thereabouts Receive of the Complainant 42 Chests of Opium to be put on board of the Ship Syndon Charles Forbes Commander bound from Madras to Achem and the Freight of the Malwa's on which said Chest of Opium the said Complainant Consigned to this Defendant and the aforementioned Charles Forbes to be disposed of Pursuant to the following Instructions

To Messrs Captain Charles Forbes
and Gowan Harrop

Gentlemen

You Ship the Syndon Under Your Command Forty three Chests of Benaupar Opium

Sit either for Ready Money, or Barter, and to the best Advantage.

Should You barter it for Commodity's which You can value, Strange the usual and Necessary Freight to be allowed on them on their being landed Money at any other Port by my Order; if for Ready Money, Grant to Mr Harvey (whom We have Reason) the use of it at Interest on the said Ships Husband at the finish of the Voyage from the time He receives it to the usual time after the safe Arrival here, the Freight being first deducted by the said Mr Harvey and Supercargo. Bills Immediately delivered to a third and different Person belonging to the said Ships Husband.

As the whole Gentlemen I shall leave You to Your Good will to say, that You will do Your utmost to dispose of the said Opium which will greatly Oblige

Fort St George
the 2d June 1763

Gentlemen
Your Most Obedient Humble
Wm Cuthbert

This said Defendant further Answereth and saith that the said 5 Chests of Opium for Ready Money, and the said 5 Chests which were available on Account of the Freight the Defendant on Reflection did have nothing to do but to sell out for the Advantage of the Complainant Appointed Gentlemen, who were then at Madras for their advice, these Gentlemen taking the Matter into Consideration were

Wondered greatly, what the informer Sort of Opium it was more Subject to And of which the Complainants himself seemed to be very Apprehensive from the Hands of his Instruction Upon this Advice & in Consideration of the high Price offered for it at Atcheen Selling at Twenty per Cent Profit to what it would have Sold for here, this Defendant was induced to Sell the said 5 Chests of Opium upon the Terms and Conditions as Expressed in the Accot Sales delivered to the Complainant upon arrival of the said Defendant at Madras in the Year 1763 to this Honble Court for the Inspection of this said Defendant This said Defendant further with that by Reference to the said Accot Sales at the bottom of the same the Opinion of the Several Gentlemen there at Atcheen is set forth and by them subscribed severally. This Defendant further Saith that upon his Arrival at Madras in the Year 1763 to his Return from his said Voyage he waited on the Complainants and gave him an Account in Writing of the Sales of the Opium with the Reasons for having sold the 5 Chests at Twenty all of which the Complainant Accepted of, returned thanks to this Defendant this Defendant Acknowledged himself Obliged and Perfectly Satisfied. This Defendant further Answereth and Saith that the said 5 Chests of Opium were in a bad Condition that it was hardly possible to have sold any Part of it at Madras or any where else except where the said Opium is used, and that what he this Defendant did for the Complainants was no More nor less than what he did for himself and what he thought he was Empowered to do by the Complainants Instructions which in his Opinion he was entitled to be so satisfied for a quick Sale of the Opium and the usual Freight here upon the Ships Husband who had both the said Opium and which were sold together and on Account of the Complainants were sensible of the care and Attention paid to their Concerns intrusted to the Management of this Defendant they Unanimously Voted this Defendant Thanks. This Defendant further with that on his Arrival at Madras in the aforesaid Year

the Manner as they had taken to recover the same from a Bill
of the Kings Bench in this Court to which the Complainant must
an Objection was insisted to except of the Accounts & this Defend
further Answer thereto and saith that On his Return to Madras
a second time last Year he received 90 Callys of Camphire in part
Payment for the said Quantity which said Camphire was put on
board of the Indian Trader for and on Account of the owners
Freighter on the Syndwell Cumbaw Opium that had been sold at
Surat, and brought to Madras and this Defendant offered to
deliver it to the Complainant that he might dispose of the same
and pay himself and other Concerned therein as Properties to
the Complainant Refusing to take Charge of it this Defendant
deposited the same in the hands of Mess.rs Gilling Lind & Co.
to be by them disposed for and on behalf of the several Gentle
Freighters of this Syndwell & this Defendant further answers
Doubteth that he cannot think himself obliged to make good
the Complainant the Amount of the Opium sold at Cambay
the Manner Prayed for by the Complainant in his Bill of
Complaint as the Complainant assented to the Conduct of the
Defendant and Accepted of the several Accounts relating to
same for so long space of time as two Years & more without
of Claiming from this Defendant the Payment of this
Until very lately & this Defendant having done all that
lay in his Power to Procure the Bills Anticipating and for
doing every Thing Consistent with the Instruction to the
of his Judgement this Defendant humbly Conceives that he
not Accountable to the Complainant for Bills Anticipated
Contracted in Consequence of the Complainant with him
touching And this Defendant further Conceives that the
plainant Accepting of the Account & what first in the

All Which Matters and things this said
Defendant is Ready and Willing to Verify Maintain and Prove
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

Sworn to before Mr Cotsmore
this days of August

Thomas Jourdan
Alderman

Geo Hanson
Chas Bromley
Attorney for the Defendant

Read & filed
Sept.r 6 1768

The Replication of Arthur
Cuthbert of Fort Saint George Merchant
Complainant to the Answer of Gowan
Manage of the Ship Indian Trader Lyon
Cargo Defendant

This Replicant saving 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 and Imperfections in the Defendants said
Answer Contained for Replication thereunto Saith that he will
Aver Justify Maintain and Prove his said Bill of Compl
said 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
by the said Defendant Answered unto and that the said
Answer and every Part thereof is Uncertain Untrue and Insufficient

Forty Seven Pagesa Thirty five Lines and Twenty Eight
Cha:s Setforth and Stated in the said Bill of Complaint
the Account Current therein to Answer Notwithstanding
denies the same in his said Answer, And this Replyant Saith
with that Ad Assertion He did give the Defendant and Said
Charles Forbes the Instructions Mentioned and Set forth in
said Answer about the Opinions which He Consigned to them
which what Remains for the Defendant to Account for and
which this Action was Commenced is True, but Saith that it
not Appear by any part of the said Instructions that this
Replyant gave the Defendant and the said Charles Forbes
Liberty to Dispose of any Part of the Opinions so Consigned
them on Trust for the Express Instructions are to the Contrary
Utmost Endeavour to Dispose of it either for Ready Money
Credit, But particularly directing what they were to do with
the Amount or returns in either Case and what this Replyant
the last Paragraph of the said Instructions Mentions of the
Disposed cannot but Construed as Leave to Dispose of the Opi
on any other Terms or Condition than as Particularly Spe
in the former part of the said Instructions as that they were
Much Answerable to this Replyant for the Amount Sales
said Opinions if they had not Sold for Cash but Trusted
Amount of it of which the said Charles Forbes was well Cog
that he paid this Replyant his Share of the Amount of the said
Opinions, And this Replyant further Saith that the Defendant
Alledging that he Disposed of the said Opinions on Trust as
Conformity to the Directions of the Gentlemen whose Names
is no Reason Why this Replyant should abide by and
Intercourse to his Instructions given was not and the Reason
Either the Gentlemen under whose Directions the Defendant
Same Did Consult the Defendant to any one

of the Defendants having Sold the said Opinions upon the Advice
the Persons named by any Means Pursuant his being Answerable
to this Replyant for the Amount of it And this Replyant Further
Saith that He was Sensible of the difference that might have been
made in the Price between selling on Trust and for Ready Money
therefore if he had Chose or Meant that the Defendant and the said
Charles Forbes should have Sold the said Opinions on Trust he
would have mentioned that in his Instructions to them, But this
Replyant being also Sensible of the Difficulty of Recovering Money
from foreign Powers or Replevants of the Jurisdiction of the English
Laws did not Chuse nor was it his Intention that the said Opinions
should be Sold on Trust he would rather have had it brought back
again Unsold than have had it Sold on Trust on his this Replyts
Account even had it Fetched Ready Money as the Defendant
Alledges it would have done, and the Defendant and the said Char
he has sent to Bengall but will produce it at the Defendant
desire if it Answer him Enough This Replyant Denies that He
Accepted of the Account Sales of the Opinions Pleaded to them
by the Defendant but did by one Means chuse Mean to clear the
Defendant and the said Charles Forbes or either of them from the
Amount of such part of the said Opinions as was Sold on Trust as
aforesaid for as He had given them no Authority to Sell at an
Trust He looked upon them Answerable for the Amount Sales of it
and therefore Accepted of the Account Sales as being Perfectly
in Point of Law on Account of the being Answerable for the Amount
of it as aforesaid and believes he might Return the Defendant and
the said Charles Forbes thanks for their Care and Trouble of and

no Means Satisfy the Sale of it as a Sweet Meat Mr. Defendant being the same for himself (for it is no Matter the Defendant did for himself he might have Power for it which this Replyant has not for Allowing it with What Concerns him. This Replyant Admits he was for a Quick Sale of his Options as is Natural to Suppose only for Ready Money or Barter. This Replyant also that the Defendant did Informe him this Replyant that had Accepted of the King of Abbans Bond the Amount of the said Options and that he was Desirous Christian to not Concern him on Account of the said Defendant Charles Barker being Answerable for the Amount of it had no Power to Object to it. The Defendant says this Accepted of the Account Sales but he does not say that the Replyant Accepted of the King of Abbans Bond and Informe that this Replyant neither did nor Authorized upon himself And Insists the Defendant was in Equity Replyant was not Obliged to take it upon himself the same Affords this Replyant the Said Sale of the Sale Replyant could not have Accepted of it for the Reasons mentioned. This Replyant denies that the Defendant to Deliver the Ready Cotton of Complaint Informed Replyant for the Purpose he mentions And Insists if Obliged to have Accepted it on the Same Informed Answer for he had no Power or Commission on the Sale Instructions or Directions from the Defendant. Replyant Accepted of the Account Sales but he does not say that Replyant Accepted of the King of Abbans Bond Informe that this Replyant neither did nor Authorized upon himself And Insists the Defendant was in Equity Replyant was not Obliged to take it upon himself the same Affords this Replyant the Said Sale of the Sale Replyant could not have Accepted of it for the Reasons mentioned. This Replyant denies that the Defendant to Deliver the Ready Cotton of Complaint Informed Replyant for the Purpose he mentions And Insists if Obliged to have Accepted it on the Same Informed Answer for he had no Power or Commission on the Sale Instructions or Directions from the Defendant.

said Opinion and told him he was Depart him in Court And this Replyant Submits to the Judgement of this Honorable Court how far it was Right, Just and Equitable for the Defendant to Claim any part of the said Complainant which he thought belonged to and which he Intended for this Replyant now past Payment of his said Bonds in the hands of Messrs. Pelling and de Roire whom this Replyant was upon the Spot for it ought to have been Delivered to this Replyant And he is at also to know for what reason or with what View the Defendant did not Deliver it to this Replyant Unless it was that this Replyant should be Obliged to pay Commission for the taking it And this Replyant further Saith that his not Insisting of the Defendants Paying the said Money Immediately and delivering the Account Sales which the Defendant seems to Charge upon and Mention was a Reason why he Ought not to pay it at all Proceeded from a Servant Motive, and as the Defendant had Sold the said Opinions and Found he was Willing to give him a little time to Insist he could Recover the Amount of it as it was Unwilling to put the Defendant to any Inconvenience about the Payment of it before his Recovered it Provided it could be Recovered in any Reasonable time, And this Replyant Saith that he thinks he has given the Defendant more time than he could in Reason Expect every Circumstance Considered, And this Replyant is Sorry to find the Defendant Attempts to take an Advantage of such his Laxity Dues from thence to Insinuate because this Replyant did not Demand Delivery of the Insist upon Payment of the said Money upon Delivery of the said Account Sales that As it was not Settled but, And this Replyant cannot for bear Expressing his Surprize at the Defendant Alledging that this Replyant Accepting of the said Account Sales & Amounts to an Acquittance that Quality Discharges the Defendant from any Demand that this Replyant have against the Defendant Contrary whereof this Replyt

and Alledged by the Defendant in his said Answer and the same is not herein and hereby Particularly Replied to or Traversed is true to the Knowledge and Belief of the Replyant and this Replyant is ready to Averr and Prove as this Honble Court shall direct and humbly Prays as in and by his said Bill of Complaint he hath already Prayed

John Lyle
Attorney for the Replyant

Rodandfield
11th Octr 1768

The Rejoinder of Simon Harper the Younger Esqr and Captain Charles Forbes Replication to Neither Cathcart & Forbes Gunner 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 Manifold Insufficiency of the said Replication for Rejoinder saith that the Defendant his Answer is true certain and sufficient in the Law to be Replied unto And that the said Defendant doth Stand indebted unto the Replyant in the Sum of One Hundred and Forty seven Pagodas Thirty four Fanams and Twenty Eight Cash or in any other the Coin of

Fanams and Duty sine to dispose of the Opinion upon Trust as aforesaid and Duty sine to dispose of the Opinion upon Trust as the same appeared to the Defendant to be most for the Advantage of the Replyant as the aforesaid Defendant could not otherways get rid of the Opinion as it was of Little or no Value the Defendant further says he admits of the Replyant having in his Instructions directed the Defendant and Captain Forbes to dispose of the Opinion either for ready Money or Barter and to dispose of the same to the best advantage the latter part of which the Replyant Omits taking Notice of in his Replication the Defendant further says he apprehends the Instructions of the Replyant so far as Regards the Sale of the Opinion are General and Discretional and not so Particular as to tie down the Defendant in the disposal thereof and this opinion the Replyant must have been of when he made out the Instructions for the Defendant as he the Replyant very well knew that the Opinion was a Perishable Commodity in itself and the same could not be kept for any Length of time but must be disposed of as soon as possible the Defendant further says he apprehends it is not sufficient for the Replyant to Aver that the Opinion was disposed of at any Port or place whatsoever upon any other Terms than in the Manner the Defendant did the manner the same was Sold appeared to be to the best advantage for the Replyant as the Defendant's opinion the Defendant further says that Respecting the transaction with Charles Forbes the Defendant says that Respecting the transaction with Charles Forbes the Person Mentioned in the said Instructions of Consignee and the Person Mentioned in the said Instructions of the said Replyant to the Defendant apprehends it not sufficient for the said Replyant to the Defendant apprehends it not sufficient for the said Replyant to the Defendant to be Compelled to pay unto the Defendant whereby the Defendant should be Compelled to pay unto Treasury by the Defendant should be Compelled to pay unto Treasury by the Defendant as he the said Replyant in his said Bill of Complaint has the Defendant as he the said Replyant in his said Bill of Complaint has

entrusted to him and the Defendant jointly could be moved without a joint Conveyance of both the Ships &c with the Consent of the Replicant, and as the said Thomas Charles Parker could not have sufficient Knowledge of the Transaction as the Replicant, who as Supercargo of the Ship had the whole of the Cargo belonging to the Ship which the Replicants Opinion was entirely Conversant with his Management the said Charles Parker in the first Might be influenced from pursuing anything which was reasonable to the Defendant, for his paying to the Replicant half part of the amount of the Sales of the Two Chest of Opium Consigned to him and the Defendant, Lastly the said Charles the Defendant with never Acquainted him with the intent of Selling the Matter with the Replicant neither did the Defendant hear of the same till the Prevention the Defendant further saith that he is fully convinced that the said Parker did not think at all about the matter or use his Authority he was invested with, in Conjunction with the Defendant or if he did he never reflected on the Matter otherways he would never have acted separately from the Defendant the Defendant further saith that the Affairs he Procured from the several Gentlemen who happened to be at Atchien at the time the last Opinion was sold appeared to be intended by the Defendant as much for the more Speedy satisfaction as the benefit of the Replicant certainly the Defendant never meant or Expected himself in the Manner that he was Authorized by the Letter of the Gentlemen at Atchien to Sell the Opinion but only that he took those Affairs into Order to Show the Replicant

the Defendant further saith that he apprehends the Replt the Defendant further saith that he apprehends the Replt knew the Quality of the Opinion and the Condition that it was in and how Necessary it was to have the same Sold at any Rate as appears by his instructions The Defendant further says that as by his Opinion the Replicant is not sufficiently acquainted with the difficulty of Procuring Money from the people at Atchien as is very visible by his assenting to the sale on Credit which the Defendant gave him the Account Sales the Replicant Making no Objection to the same The Defendant further Says that it does by no Means appear that the Selling of the Opium upon Trust was Contrary to the intentions of the Replicant as by his Instructions he appears to have been sent the Replicant his Instructions he appears to have been very desirous of as by his Instructions he appears to have been very desirous of Selling the Opium at any Rate the Defendant further says that he apprehends that the Authority he was invested with was not a limitted Power but a general one the Replicant does not say in his said instructions that the Defendant should Sell the Opium upon Trust Consequently implies a discretional Power Given to the Defendant to act as should appear to the best advantage for the Replicant the Defendant further saith that had he brought the Opium back the Replicant might with the same Propriety have told the Defendant that he had done Wrong in so doing as the instructions were discretionary The Defendant further saith that the time the Replicant gives to the acceptance of the Account Sales is entirely Trade and cannot be accepted of by Merchants as it is Incumbent upon that where Account Sales are given in by one Merchant to Another and no Objection is made in a reasonable time it is Deemed and taken as

Defendant further says that more Accounts to be rendered
by Pagen in the Manner the Replicant would wished that
to be done in they were — there would be no rather no Popularity
Upon a Private Merchant or others could be safe in their Dealings
The Defendant further says that the distinction the Replicant
Makes by saying they Agreed if the Price the Opium sold
can by no Means avail for had such distinctions been made
at first the Demands & Receipts Bonds or other Obligations
the Defendant for such part of the Sales as were made on
them might have been a Plea for the Replicant to have made
further Sales but on the present Case as the Replicant did
Object to their Accounts & keeping them in his hands
of two Years it is sufficient evident that the Replicant
Assent to the Accounts & that he was satisfied with their
Conduct as Appears by his admitting in his Replication
Language the Defendant & Charles Parker thanks for the
Considerable trouble about the Opium — The Defendant further
that it certainly does not lye in the Mouth of the Replicant
because having given it to Mad. will have made it more
valuable — The Defendant further says that the Sale of Bengal
of Malwa was on Account of the Sale Opium belonging to the
Replicant & Consigned to the Defendant which neither the Defendant
him & the Replicant made no Objection The Defendant
says that he did not give up to the Replicant the Drafts of the
Bills because it was the Property of several Gentlemen as well as
the Replicant & the Defendant was going back upon
he thought it necessary to keep the Bills & he says further
the Money for Curtain Cotton of Chandernagore

Made The Defendant further says that the Replicant admitting
in his Replication his being Solicitous of quick Sale of this Opium
but gives no Reason why he was so Solicitous the Defendant will by
leave of this Honble Court supply the Defect by stating Forth that the
Replicant knew the bad State of the Opium and that the keeping of
it any Length time would have spoiled the same inevitably the Defendant
further says that he was Desirous unto the Replicant on his the Defendant
first arrival at Madras to deliver the Ninety Cattys of Camphire
which the Defendant had procured in part payment of the Drug
of Malwa Bond aforementioned which said Ninety Cattys of Camphire
was intended to be delivered to the Replicant to be by him sold and
a dividend of the Produce to be made by the Replicant to the several
Persons concerned in the said Bond the Replicant refusing to accept
of the Ninety Cattys of Camphire the Defendant gave them into the
Custody of Messrs Elling and Davis who acted as the Defendants
Attorneys to be disposed of for the benefit of all parties Concerned as the
Camphire will not admit of dividing into many Parcells being of
Different Sorts and Values and in Case such a division could be effected
the Replicant Might and would have had something to say to this
Division therefore the Defendant left the Camphire with these
Gentlemen who also acted for some other Concerned in the Premises
The Defendant further says that it was impossible to have procured
a Separate Return for the Replicant and it is impossible upon every
Occasion to Effect such a Return as separate Returns do not always
lay at the Option of the Seller but the Purchaser and circumstances
will sometimes oblige the Seller to accept of Returns that of three
blend separate interests together and it is for the Interest to the
Advantage of the Concerned by giving credit for a better Quality
in Proportion to his or their Property or by the Case before the

to all Intents & Purposes will be the Act & Deed of the said Party & thereby
Barber saving to the Advantage of the Answer the Legal Exception
to the Deed as aforesaid that greatly exceeded the Value of the Consideration
with Reasoning the bringing back of an Article of no Estimation
to the Port from whence it once Came could be of no advantage
Consideration Returned as part Payment of the Debt as aforesaid
after Deducting which an Account of their Affinity cannot be
or doubted among the Learned & Wise Court therefore the
are drawn into the hands of one Person to be by him sold &
Amount thereof disbursed among the Foreigners in Proportion
Learned demands — The Defendant further observes the Plaintiff
Answer upon Oath by the Replicant in his Replication
his Says the Defendants Claim may be Answered the Complainant
hands of the said Major Pilling did he Agree to oblige the
Replicant to pay Commissions for the Sale of it The Defendant
no Intention of Pilling the Complainant being Employed
if the Replicant will accept of the Complaint and Answer of
for the benefit of all Parties interested the Complaint is very
delivered herein, The Defendant further with that he would
imagine himself under the least Obligation to the Replicant
Acknowledged himself to be so to him or ever thought that
Replicant willing to Mention this matter in the Court of
Years to be owing to any Unjust Action of the Replicant but
the Contrary thought imagined the Replicant to be satisfied
with the Account stated and the Defendant finally expected
Summons further Demands on this head the Defendant as
it never could been inconvenience to him to have paid the
he was justly indebted to the Replicant was ready to
Summons Demanded being so very willing that the proper
thereof could more have effected

his Transactions to the Replicant that he the Replicant did not
then and since intimate to the Defendant his inclination of giving
time to the Defendant to Answer this Outstanding Debt at Atchin
on Occasion of this Kind must lead every one to immagine that this
plea of the Replicants is entirely without any Foundation And the
Defendant further with that he cannot allow of the Pretended Cruelty
of the Replicant by Reason and Means of the Method taking of
bringing this Complaint before this Honble Court by Attaching
or Arresting the Defendant in his Person by Virtue of a Precept
issuing out of this Honorable Court the Defendant not Standing in
Contempt or desirous of quitting the Jurisdiction of this Honorable
Court as the Defendant if he had been previously Apprized of any
Complaint been Exhibited against him would have Appeared
to the same and given the identical Securities as are now before this
Honorable Court to Answer to the Consequences Attending the Suit
And this Defendant further saith that to any other Matter or Thing
set forth by the Replicant in his Replication and which the
Defendant hath not sufficiently Rejoined unto that the same
is very imperfect to make any other or further Rejoinder thereto
All which Matters and things the Defendant is ready and
Willing to Verify Maintain and Prove in such Manner and
Form as this Honorable Court shall direct and humbly Prays as
in and by his said Answer he hath already Prayed

Chas. Bromley
Attorney for the Defendant

Dear Sir

I am very Willing to pay my Part of the
Opinion and hope You'll Excuse the Other readingly. I have
now along Letter from him to You which You'll Honestly

To Arthur Cuthbert Esq.

Sir

I Am Answer to Your Demanding of Me Bond from Capt. Forbes and Myself for the Outstanding of Opium in Arbuthnot, Think it unjustifiable and therefore think of Complying with it and for the following Reasons

That I have Insured a part of the last the 90 Chests of Camphire Already mentioned to Your part of Your Consignment of Opium as was p.d Chests Five which have had day and Inevitable with the Above Several Gentlemen their Names at the foot of the Account Sales now in Your Care and Custody to Sell the same on the best Terms & Best price a Right Power for such Sale & Indemnify & Secure the Interest of the Concerned Otherwise Entirely and Return it back and in that case it would have Untold Cost Nothing & You will Gain by insuring etc the Above Sold that same Year Chest of the same Kind of Opium Yearway Now at Bot have to think will and Oppose Sold and Cannot Comply the Reason Your having Shipped Chests at Bengal I have Insured as much as Account in this last Sale Shall endeavor to do what New Loom going there Again As for paying Cannot be it as I Sent Bond Myself Answerable to

before my departure I shall leave it in the hands of Messrs Pelling and Co. Terms to Sell and Divide the Produce Among the Concerned and Hope You will Own more Mature thought Agree to it with the Rest of the Gentlemen Concerned in the Sales of the Bad Opinion I made as Above I am

Sir

Your Most Obd.t & Humble Servt

Madras
7.th Augst 1768

Gn Harrop

To Messrs Captains Charles Forbes
and Gowan Harrop

Gentlemen

I have Shipped on the Speedwell Under Your Command Forty three Chests of Rungpur Opium Sword not here till You know Necessary it is that it should Speedily be Sold to Market, as few more Months will before it Entirely Loss Value — Permit me therefore to Request that You will Use Your Utmost endeavor to dispose of it, either for Ready Money or Barter and to the best Advantage

I Shall Do You barter it for Commodities which Require large Stowage the usual and Accustomary Freight Shall be allowed on them on their being landed Here, or at any other Port, to My Order; if for Ready Money I grant to Mr Harrop Liberty to have Occasion of them at a Reasonable Price on the Said Stowage Sold at the Same Rate of the Voyage from the time He

a Rejoinder to the Defendants Answer immediately delivered to which
Answer not belonging to the said Ships Spendall

On the whole Gentlemen I dont know
Your Goodwill to me, that You will do Your utmost to keep
the said Opinions which will really oblige

Gentlemen

Your most Obedient
Humble Servant
Arthr Cuthbert

Fort St George
the 8th June 1765

Fort St George the 8th June 1765

Invoice of Forty three Chuts of Opinions shipped on the
Spendall Captain Charles Forby on the Account and Risque of the Defendants
Mr Comyn dec'd & Co Inclosed to the Assignees Captain Forbes and Mr
Gunman Harrop jointly

A
№ 1 to 20 20 Chuts Opinions

A
№ 1 to 23 23 Ditto
43 Chuts at 100 Great Rupees Cost

Rupees

Errors excepted

Arthr Cuthbert

Mayors Court at Madraspatnam

Thursday the 25th day of April Anno Domini 1765

Present

Edward Sharpe Esquire Mayor
Peter Manille & Reynold Adams
Aldermen

Between Arthur Cuthbert of Fort Saint George Merchant Complainant and Gunman Harrop Supercargo of the Indiaman Trader now Riding at Anchor in Madras Road Defendants

Mayors Court

This Cause coming on to be Heard and Debated this day in the Presence of the Attorneys on both sides on Reading the Complainants Bill with an Account Current annexed The Defendants Answer The Replication The Rejoinder Two Exhibits on the part of the Complainant Two Exhibits on the part of the Defendant, On Hearing the Pleadings made thereof by the Attorneys and on due Consideration had thereon Complaining to this Court that the Defendant had on Board by the Instructions given him by the Complainant to dispose of the Opinions on Board Ship This Court doth therefore think fit to Order and Decree and doth Accordingly Order & Decree that the Defendant shall pay unto the Complainant the Sum and just Sum of One Hundred and Forty one Pagodas Five Thirty Four Fanams and Twenty Eight Cash Pagodas 141.5.34.28

Dated 21st April 1769
Rec'd 25th April 1769

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Samuel Pennell of Fort St George Merchant that Thomas John Lovell of Pondy Inhabitant Stands indebted unto Your Orator in the Sum of Five Hundred and Fifty four Pagodas Sicca Current Money of Madras being the Principal of an Obligation bearing date the Fourth day of June which was in the Year of our Lord One thousand Seven Hundred and Sixty four Original bond being ready to be produced before this Court if Required which Sum of Five Hundred Fifty four Pagodas Sicca Current Money aforesaid at the rate of Cash Pagodas every Pagoda will amount to the Sum of Five Hundred Seventy Six Pounds Fourteen Shillings Sterling Money of Great Britain Pennys or thereabouts Sterling Money of Great Britain

But now so it is May it please this Honble Court the Defendant John Lovell absolutely Refuses to give Your Orator any Manner of Satisfaction for the Premises Your Orator therefore Prays Process against the Said Defendant to be Issued out of this Honble Court to Compel him to be and Appear Personally before this Honble Court at a certain time and Place to be by this Honble Court Appointed and Appearing then and there to Stand and abide by such Order and Decree therein as to this Honble Court shall Seem meet and Your Orator shall ever Pray &c

Sworn the Complainant before me this 21st day of April 1769
Edward Stracey Mayor

Let Process Issue returnable immediately and a Warrant to Arrest

Edward Stracey Mayor

Answering Your Orators Several Bills to be Duly Paid to pay unto Your Orator the aforesaid Sum of Five Hundred and Fifty four Pagodas and Seven Fanams together with all such Interest as may be due and Seven Fanams together with all such Costs of this Suit or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said John Lovell 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 Honorable Court Prefixed and Appointed then and there to Stand and abide by such Order and Decree therein as to this Honble Court shall Seem

P. Reffer
Attorney for the Compt

Mayors Court at Madraspatnam

Tuesday the 26th day of May Anno Domini 1769

Present

Edward Stracey Esqure Mayor
Thomas Powney & Francis Fourdan
Aldermen

Let Process Issue returnable immediately and a Warrant to Arrest

Edward Stracey Mayor

Between Francis Bourc
of Fort Saint George Merchant Assistant and John Powell al
of Cuddalore Inhabitant Defendt

The Defendant having in Court filed their answering the Contents of the Complainants Bill The Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay the Complainant the full and just Sum of Three Hundred Fifty four Pagodas 354 together with such Interest as now due or shall become due thereon until full Payment is made and also all Costs of Suit

Decr

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Isaac Callender of Fort St George That Barthelemew Bourgeois late of Pondt Pondicherry have Contrary Right and Justice unto the full and just Sum of Seventy six Pagodas and thirty five Fanams Current Money of Madras which is now Sterling Money of Great Britain Amounting unto Pagodas at eight Shillings the Fanam Thirty Pounds fifteen Shillings Lawful Money of

Defendt

Defendt

Defendt

Mr. Bartholomew Bourgois & Isaac Goldsmith

To 12 Yards of Gold Lace @ 1/2 a Pagoda per Yard	6
To 2 1/4 Do. of Blue Cloth @ 3/2 Do.	7
To Gold Lace Mat	2
To a Case of Instruments	1
To 1 Bair Mat	1
To 2 Pairs of Silk Brushes	1
To 2 pair of Silk Hose	6
To 9 Yards of Small Gold Lace @ 3/4 Pagoda per Yard	4
To 6 Pair of Shoe @ 1 Pagoda per Pair	6
To 3 Dozen of Buttons	

Madras Pagodas

Excepted p. Isaac Goldsmith

April the 4th 1769

Summons issued the day of Appearance
& the Complainant having no Servant to be joined
of this Debt & also that he do not Remove before the
Defendants shall be Apprehended from the Jurisdiction
of this Court Let a Summons & Warrant accordingly
Issue Peter Marette
Senior Alderman

Mayor's Court at Madraspatnam

Thursday the 23d day of
June Domini 1769

Present

Edward Saunders Esquire Mayor
Peter Marette & John Holland
Esquires Aldermen

Let Edward Saunders Esquire Mayor Peter Marette & John Holland Esquires Aldermen

Between Isaac Goldsmith of Fort St George Jeweller Complainant and Mr Bartholomew Bourgois late of Bengall but at present residing here Gentleman Defendant

Appearing by the Records of this Court that the Defendant hath been served with the usual Rules to Answer the Complainants Bill but Wilfully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree Decreed Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Seventy six Pagodas and Thirty five Fanams Pagodas 76.35 m/ together with Pagodas and Interest as may arise Shall hereafter become due thereon until Such Interest as aforesaid Shall hereafter become due thereon until full Payment be Made and all Costs of this Suit

Plea

Read and filed 28th March 1769

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator George Smith of Fort St George Merchant that Pauper Chitty Sadachellum of Madras Merchant Standeth Indebted unto Your Orator in the full and just Sum of Six hundred and Twenty Six Pagodas three Fanams and Twelve Cash Current Money of Madras Making in Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda Pagodas and Forty Pounds Eight Shillings and

Mr George Smith — Cr

Sampoo Chilly Trabachilluminiw. Vch Current Rupees

Amount of Two Bales of Raw Silk Radanas gone Sold and Delivd him as p Bond of this date	1325	29	1769 Feb 28	By Cash Recvd in Part		500 — —
			Mar 13	By Do in further Part		200 — —
			28	By Interest on the following Sums from their respective Dates to this day at 8 p Cent p Annum		700 — —
Interest on the above Sum from the 6th to 28th Month is 22 days @ 8 p Cent p Annum	6	26		Pags 500 — — for 16 20 —	5 20 —	
				200 — — 13	24 —	68 —
						626 3 12
				By Ballance due		1332 11 12
Pagodas	1332	11 12			Pagodas	

Fort St George 28th March 1769
Errors Excepted
For George Smith

Mayors Court at
Madraspatnam

Tuesday the 23d Day of April Anno Domini 1769

Present
Edward Stracey Esquire Mayor
Peter Auriette & John Holland
Aldermen

Between Lewis Smith Gent. Attorney at Law and Proctor of this Court for and on behalf of Mr Thomas Pagan Chitty late of Madras Merchant Plaintiff

and

Mr Mercury Sammy Chitty late of Madras Merchant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the usual Rules to Answer the Complainants Bill but wilfully and Obstinately refuseth to, This Court do therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Complainant the Sum of Sixty Pagodas Sixteen Fanams and Sixty One Cash Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Twenty Four Pounds Eleven Shillings and Two Pence or thereabouts As will more fully and at large appear by an Account Current hereunto Annexed for the Consideration of this Honorable Court And unto this Your Orator Prays may be Admitted as Part of this Your Orator 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 Mercury Sammy Chitty of the said Sum of Sixty One Pagodas Sixteen Fanams and Sixty One Cash

Mayors Court

Filed 9th May 1769

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gregory Aggurry Callendar of Madras Merchant That Mercury Sammy Chitty of the same Place Inhabitant stands Indebted unto Your Orator in the full and just Sum of Sixty One Pagodas Sixteen Fanams and Sixty One Cash Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Twenty Four Pounds Eleven Shillings and Two Pence or thereabouts As will more fully and at large appear by an Account Current hereunto Annexed for the Consideration of this Honorable Court And unto this Your Orator Prays may be Admitted as Part of this Your Orator 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 Mercury Sammy Chitty of the said Sum of Sixty One Pagodas Sixteen Fanams and Sixty One Cash

Notwithstanding the said Mercury Sammy Chitty 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 General Relief such as to this Honorable Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Mercury Sammy Chitty may upon his Corporal Oath full true direct and Perfect Answer make to all and singular the Matters and things herein

Do Particularly Interrogated Do that Mooney be Decreed to pay unto Your Orator the Aforesaid Sum of Sixty One Pounds Sixteen Shillings and Six Pence Sterling Money with all such Interest Money is or shall hereafter become due thereon also all Costs of Suit. MAY IT PLEASE this Honorable Court that the said Mortimer Mooney Sammy Chilly to be Summoned to appear by the Sheriff of Port St George Town of Matagorda before the Justices thereof personally to be and appear before the Honorable Court at certain time and Place to be by this Honorable Court prefixed Do Appreciate Unto and there to abide to and by the Court Decree and Order Therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

Mortimer Sammy Chilly in Chancery
vs
Patrick Gregory Esqr Calhoun

Pamphlet of Notes

Mortimer Sammy Chilly in Chancery vs Patrick Gregory Esqr Calhoun

Sworn to & Subscribed before me this 6th day of May 1839
Wm Kennedy Clk

Filed 6th May 1839
Wm Kennedy Clk

Mortimer Sammy Chilly in Chancery vs Patrick Gregory Esqr Calhoun

Sworn to & Subscribed before me this 6th day of May 1839
Wm Kennedy Clk

Filed 6th May 1839
Wm Kennedy Clk

Mayors Court at
Madraspatnam

Tuesday the 6th day of June
Anno Domini 1749

Present

Edward Stracey Esqr. Mayor
Arthur Cuthbert and John Holland
Aldermen

Mayors Court

Benson Gregory Esqr
Collector of Madras Merchant &
Lieutt 2nd Mattross Company
of Madras Inhabitant Plaintiff

The Defendant being in Court and Not
manifesting the justness of the Complainants Demand this
Court doth therefore think fit to Order and Decree that
Accordingly Order and Decree that the Defendant do pay
unto the Complainant the Full and just Sum of Sixty One
Sixteen Fanams and Sixty One Cash Pagodas 61.16.61
Either with such Interest as now is or shall hereafter become
due thereon Untill Full Payment is Made Also all Costs of
this Suit

Read and Filed

To the Honble the Mayor

unto this Worshipful Court Your Orator Moode Rhanna of Madras
Merchant that Charles Guilliard of the same Place Inhabitant
Stands Indebted unto Your Orator in the Full and Just Sum of
Seventy Four Pagodas Six Fanams and Fifty Six Cash Current
Money of Madras Making an Sterling Money of Great Brit
and at the Rate of Eight Shillings for every Pagoda the Sum of Seventy
Nine Pounds Eighteen Shillings and Ten Pence as thereabouts as
Will more fully appear by an Account of Particulars Sworn to Annexed
Bill for the Inspection of this Honorable Court and Whereas Your
Orator hath frequently and in a friendly Manner Required the said
Charles Guilliard to pay unto him the said Sum of Seventy Four
Pagodas Six Fanams and Fifty Six Cash

But now so it is May it Please this Honble.
Court the said Charles Guilliard Obstinately and Wilfully Refuse to pay
the same or to give Your Orator any Manner of Satisfaction Touching
the Premises Your Orator Prays a General Relief such as to this Honorable
Court shall Appear Agreable to Equity and Good Conscience To the End
therefore that the said Charles Guilliard 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
truely and Effectually to all intents and Purposes as if the same were
here again Repeated Particularly Interrogated and that he may
be Directed to pay unto Your Orator the aforesaid Sum of Seventy
Four Pagodas Six Fanams and Fifty Six Cash with all such
Interest as now is or shall hereafter become due thereon also all
Costs of this Suit

Mayors Court

May it Please this Honorable Court to
Cause the said Charles Guilliard to be Summoned & Required by the
Sheriff of Fort St George Peons of Madraspatnam and Pedrick
thereof Personally to be and Appear before this Honble Court at such
time and Place as to them shall Seem Meet Provided and Appointing
then and there to Answer this Your Orators Bill of Complaint
and Abide by such Order and Decree

Mayor's Court
Madrasapatnam

Tuesday the 17th day of June
Anno Domini 1767

Present
Edward Stracey Esquire. Mayor
Thomas Pomney and John Holland
Aldermen

L.S.

Between Mode Ramah
of Madras Merchant Complainant
and Charles Guilliard of Fort St
George Inhabitant Defendant

Mayor's Court

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 Sum and just Sum of Seventy four Pagodas Six Fanams and fifty six Cash Pagodas 74. 6. 56 together With such Interest as now is or shall hereafter become due thereon Untill full payment is Made also all Costs of this Suit

J Call

Mest

Dan Shaw
Attorney for the Compt

Mr Charles Guilliard

		£	Fo
1766 December	22 To Cash Lent You	10	—
1767 January	29 To Ditto Ditto	5	—
	1 To Ditto Ditto	1	12
	9 To 1 Piece of Muslin	—	24
	11 To Cash lent You	2	16
	15 To Ditto Ditto	2	16
	21 To Ditto Ditto	2	16
26 January	22 To Ditto Ditto	5	12
	30 To Ditto Ditto	4	12
	31 To Ditto Ditto	4	12
	To Ditto Ditto	2	—
	To Ditto to Mr Guilliard	7	28
	To 3 Pieces of Culladen @ Pags 4 8 p	3	24
	To Interest on Pags 67. 21. 30 from the 1st May 1767 to the 21st March 1768 as 10 Years mutually Deed 10 days @ 1 p Cent p Annum as per Agreement		

Errors Excepted
Madas 28 March 1768

Pagodas 174

176

Read and filed
25th April 1769

To the Honorable the
Court at Madraspatna

Humbly Complaining Sheweth
Honorable Court Your Orator James West of Fort Saint
Merchant That Side Pillai Andiapah of Madras Inhabi
Indebted unto Your Orator in the Sum and just Sum of
and One Pagoda Thirty Six Fanams and Fifty nine Cash
Money of Madras Making on Sterling Money of
Britain Amounting unto Two Hundred Eight Shillings
of Forty Pounds and Fifteen Shillings as thereunto
fully and at large appears by an Account Current
for the inspection of this Honorable Court And which
Prays may be Admitted as Part of this Your Orators
Complaint And Your Orator further Sheweth unto
Court that Notwithstanding and in an Amicable
said Payment from the said Side Pillai Andiapah of the
of One Hundred and Two Pagodas Thirty Six Fanams
Nine Cash

But now So it is the Way & Means
Honorable Court the said Side Pillai Andiapah Obstinately
Wilfully refuses to pay the same or any Part thereof
of Satisfaction touching the Premises Your Orator may
Prays all and all Writ such as to this Honorable Court
our Agreeable to Equity and good Conscience to the End
therefore that the said Side Pillai Andiapah may upon
Corporal Oath (to be Administered unto him by
and Answer the Premises and full and perfect Answer
Interrogated and that He may be Decreed to pay unto Your
Orator the aforesaid Sum of One hundred and Two Pagodas
Thirty Six Fanams and Fifty Nine Cash with all such Interest
as now is or shall hereafter become due thereon also all Costs of
this Suit May it please this Honorable Court to cause
the said Side Pillai 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 Honorable Court at certain time and place to be by this
Honorable Court Prefixed and appointed there and then 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

92 177

Dr Side Pillai Andiapah in Acct Current with Mr James West Co

1768 Dec 26	To the Amount of Your Bond of this Date	3	191	1769 April 25	By Cash Received in part	100
	To Interest on Ditto from the 26th December 1768 to the 24th April 1769 is 3 Mos 29 Ds @ 8 p Cent p Annum	5	5 1/3		By Interest on 3 from the 10th to the 25th April 1769 is 14 Ds @ 8 p Cent p Annum	1 11 16
						101 11 16
					By Ballance	101 26 34
	Pagodas	202	5 1/3		Pagodas	202 5 1/3

Errors Excepted Fort Saint George 24th April 1769

Mayors Court at
Madraspatnam

Tuesday the 27th Sept.
Anno Domini

Present

Edward Stacey Esquire Mayor
Thomas Pomney — Arthur Cubbon
and John Holland Aldermen

Between Jemmen Samiah
Gomastah Merchant Complainant
Sidee Pillai Cudjapah &
Inhabitant Defendant

It Appearing by the Records of this Court that the Defendant hath been served with a Writ to Answer the Complainants Bill but wilfully and Contemptuously refusing so to do This Court doth therefore think fit and Decree and doth Accordingly Order & Decree that the Defendant shall pay unto the Complainant the full sum of One hundred and One Pagodas Thirty Six Fifty Nine Cash & Pagodas 101.36.59 together with such Interest as now is or shall hereafter become due thereon until full payment is Made also all Costs of this Suit

Entered
Mayors Court

Filed 30th Sept. 1769
Read 4th July 1769

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Henry Alexander Captain in the Service of his Excellency Mahomed Ally Cawn Nabob of Arcot on the Coast Coromandel in the East Indies And Administrator to the Estate and Effects of Phillip Reilly late Ensign in the said Service Deceased That Nulla Tamby Ramen late Commandant in the Service of the Honble United English East India Company on the said Coast of Coromandel but at Present of Madras Inhabitant stands Indebted unto Your Orator in the Just and true Sum of Forty five Pagodas Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Eighteen Pounds Arising upon this Promissary Note of Hand bearing date the Nineteenth day of March in the Present Year of our Lord One thousand Seven hundred and Sixty Nine in Your Orators Custody and Ready to be produced to this Honorable Court when Required. And Your Orator further Sheweth unto this Honorable Court that the said Phillip Reilly did in his Life time And Your Orator hath also since his decease Frequently and in an Amicable Manner Requested Payment from the said Nulla Tamby Ramen of the said Sum of Forty five Pagodas But now so it is May it please this Honorable Court the said Nulla Tamby Ramen Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Writ of Subpoena issued unto this Honorable Court shall appear and

the said Nellaw Tamby Ramen may upon his Corporal Oath
have direct and specific 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
hereupon Separately and Particularly Interrogated and that
may be Decreed to pay unto Your Orator the aforesaid Sum
Nine Pagodas with all such Interest as now is or shall become
become due thereon also all Cost of this Suit

May it please this Honorable Court
to cause the said Nellaw Tamby Ramen to be Summoned and
Required by the Sheriff of Fort St George Town &c Master
and the Defendant thereby Personally to be and appear before
this Honorable Court at such 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

30 June 1769

John Sykes
Attorney for the Complainant

This Bill was exhibited time
between the Days of Adjournment
And the Complainant having Sworn
to the Truth of this Bill and that
he believes the Defendant is about to
Depart from the Jurisdiction of this
Court Let a Summons Returnable
Immediately and a Warrant of Arrest Issue

E Stracey

Mayor's Court at
Madraspatnam

Tuesday the 4th day of July
Anno Domini 1769

Present

Edward Stracey Esquire Mayor
Thomas Powney and John Holland
Aldermen

Belmon Henry Alexander
Esquire in the Service of His Excellency
Mahomed Ally Cawn Nabob in the
East Indies and Administrator to the
Estate of Emigrd Philips Reilly Deceased
Complainant and Nellatamby Ramen
late Commandant in the Service of the
Honorable United English East India
Company Defendant

The Defendant being in Court and Acknowledging the Justice of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and just Sums of Forty Nine Pagodas & Pagodas 35 Cash together with such Interest as now is or shall become due thereon Until Full Payment is made also all Cost of this Suit

John

Read and Filed
16th May 1767

To the Honble the. Ma
Court at. Madrasjatan

Humbly Complaining Shewith unto Your Honorable Court Your Orator William Hastings of Madras Merchant That Edward Hayte late Captain and Commander of the Ship Lord Anson now at Anchor in Madras Road stands Indebted unto Your Orator in the Sum of One thousand & Eighty Seven Pagodas & Two Fanams Current Money of Madras Making in the Money of Great Britain at the Rate of Eight Shillings & Three pence to the Pagoda the Sum of Four hundred and Eighty Pounds Sixteen Shillings & Three pence as the same will more fully and at Large Appear by an Account hereunto annexed for the Inspection of this Honble Court And which Your Orator prays may be Admitted as part of this Your Orator Bill of Complaint & for that on the Eleventh day of June which was in the Year of Our Lord One thousand Seven hundred & Sixty Eight the said Edward Hayte and Your Orator being adjusted & Settled their Accounts together Concerning the Amount or Value of the Horse which Your Orator sold him & the said Edward Hayte having a Bond in his hands of John Davidson of Fort St. George Merchant to secure the said Edward Hayte for One thousand Pagodas and for his Offend to Make over the said Bond to Your Orator

Your Orator Agreed to take the said Bond & the said Edward Hayte Made something on the back of it by way of an Assignment Acknowledging thereby to have Received from Your Orator the Value thereof And the difference of the Interest between the date of the said Bond and the said time of Settling Accounts Included in the Account of the said House But what the said Edward Hayte as Wrote is dated the Eleventh June One thousand Seven hundred and Sixty Returning the said Bond bears date the Ninth Day of April One thousand Seven hundred & Sixty Eight as will more fully and at Large appear by a Copy of the said Bond with the said Indorsement hereunto Annexed for the Inspection of this Honorable Court & which Your Orator Prays may be Admitted as part of this Your Orator Bill of Complaint the Original whereof is in Your Orators Custody & Ready to be produced to this Honorable Court when Required And Your Orator further Shewith that the Salvies Edward Hayte discharge or Receipt for the Amount of what he was Indebted to him as Aforesaid as if he had Received the said Amount in Cash Imagining that He should have Received from the said John Davidson the Amount of the said Bond on Demand as before mentioned & not at that time not willing Lightly Charging the Date of the said Indorsement Which being Prior to the date of the said Bond Your Orator Conceive Makes the said Assignment or Indorsement Invalid & therefore that the said John Davidson is not Answerable for the Amount of the said Bond to Your Orator but to the said Edward Hayte And Consequently the said Edward Hayte is Answerable to Your Orator for

Which was only given on the Account & for the Sum
before mentioned and which sundry ye Answr & Your
Orator Conceives her or Exclude Your Orator from his
Demand on the said Edward Wapole & Your Orator for
Answr unto this Honorable Court that some short Time
after the Receiving the said Bond from the said Edward
Wapole as before mentioned Your Orator presented the
to the said John Davidson for payment Whom he
himself Unable to pay it And further Declares that
ever much Disapproved the said Edward Wapole should
Over the said Bond to Your Orator & that the Answr
should be Demanded as soon as it was Due to Obtain
Debts from & the Allegation that he gave another Bond
Writing to the said Edward Wapole should stand Your Or
And which he said if he had done he Supposes Your Or
would not have to know the said Bond which Paper Yo
Orator Prays the said Edward Wapole may produce for the
Inspection of this Honorable Court & of Your Orator Yo
Orator did afterwards Demand payment of the
said Bond of the said John Davidson but gave him
some such Answer but the said Edward Wapole being
his Voyage to Pegue & Return Your Orator did on
day of September then with the Assistance of Some
Friends about the said Bond having Cause to think
Debtor that he might die & Leave the Amount of the
said Bond from the said John Davidson would pre
Assistance as he had great Reason to think from the
that he made after the said John Davidson did Die

Edward Wapole Acquainted him with What had passed
between him and the said John Davidson about the said
Bond and Requested the said Edward Wapole to peruse the
Bond and Ascertain the Amount of what he may
the said Bond Adjudging from the Amount of what he
so aforesaid Indebted to him & the said Edward Wapole told
Your Orator he had not Seen the said John Davidson
since his Arrival but desired Your Orator to have a little Patience
till he could See him & Matters might perhaps be Accomodated
or to that Effect in Consequence of which Your Orator Waited
Some Days & afterwards applied to the said Edward Wapole &
Alledged he had not seen the said John Davidson & would
not give himself any Trouble about the Amount of the said
Bond but that Your Orator might Apply to the said John
Davidson for Payment of it & In Consequence of which Your
Orator did on the Eleventh day of this present Month of May
again Apply to the said John Davidson by Shewing & Reading
of the Amount of the said Bond in Order to Obtain the Same
or Part thereof Somethings if Possible & Reminding the following
Answer at the Bottom of the Note which Your Orator sent
Mr Harrison (A Friend of Mr. Davidsons
Desired therefore for You to Call Some when You had the
Bond Seen & Your Immediate Answer as soon
Thursday the 11th Day of May Which said Note and Answer as soon
Your Orator Custody and Ready to be produced to this Honble
Court & hereto Annexed Both which Your Orator & Attorney
did by Your Orator desire & Show to the said Edward Wapole
& desired him to Peruse both the said Bond and pay the
Amount of what he was so aforesaid Indebted to Your
Orator & Your Orator as also Frequently & Certain Amicable
manner Requested the said Edward Wapole to Pay or Secure the

and Wilfully Refuse to Comply with such Your Orator's
Just & Reasonable Request as to give Your Orator any
of Satisfaction touching the premises pretending that
Assigned Over the said Bond to Your Orator & as Your
Received the same he is fully charged therewith and from the
of what he owes or is aforesaid Indebted unto Your Orator
Account of which Your Orator Prays Discovery & that
date of the said Assignment or Endorsement of such
thereon Whereas Your Orator Charges that at the time
the said Bond Your Orator was entirely Unacquainted
the said John Davidson's Inability to pay the same but
did the said Edward Hopkins mention any thing of the
and John Davidson's Circumstances to Your Orator
he had Your Orator would not have Paid the said Bond
But as he took it on this Account and for the Purpose
Annexed & as the said John Davidson Dies Insolvent
Unable to pay the said Bond the said Edward Hopkins
take back the said Bond and pay Your Orator what
was aforesaid Indebted to him & more Particularly as
Your Orator Concerning the said Endorsement on the back of the
said Bond is to all Intents and Purposes a Nullity & Void
ment & that any Power or Authority in Your Orator to
Oblige the said John Davidson to pay the Amount of the
Same was from the Circumstances before Complained of
said John Davidson's Account & to the said Edward Hopkins
And the said Edward Hopkins is Answerable to Your Orator
& Further that Your Orator is Advised that Matter of the
of the said Indenture ought to be

full true Direct & 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
more were here again Repeated and Particularly Interrogated And
More Especially that He may set forth and Discover Whether Your
Orator did not Receive the said Bond from him the said Edward
Hopkins at the time & on the Account before mentioned or upon other
And that he may set forth and produce the Discharge or Receipt
which Your Orator gave him or that Account And Whether
the said Edward Hopkins did at the time that he Delivered the
said Bond to Your Orator mention any thing to Your Orator
about the said John Davidson's Circumstances & Whether Your
Orator did not make such Applications to the said John Davidson
said Edward Hopkins about the said Bond as aforementioned or some
other & what Applications & Whether the said Edward Hopkins did
Refuse to Receive back the said Bond & pay Your
ator & did not Refuse to Receive back the said Bond from Your
Orator the Amount of what he is or was aforesaid Indebted to him
for what Reason And that He may be Decreed to Receive back
the said Bond and pay unto Your Orator the aforesaid Sum of
One thousand & Eighty Seven Pounds and Four Pence With
all such Interest as Due is or shall hereafter become due thereon
& all Costs of this Suit

May it please this Honourable Court
to Cause the said Edward Hopkins to be Summoned & Required by
the Sheriff of Port Saint George Island of Madagascar &
the Deputy thereof personally to be and Appear before this
Honourable Court at 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 Honourable
Court

John Sarkis

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Dr Edward Hayle in Account Current with Wm Harrison

1760		£	s	d	£ s d
June 2	To Balance of the Account Purchase of the Honorable [illegible] Years by Bill				By Cash p Bill
	To Interest on the Sum of Sixty two pounds from the 2d June 1760 to the 2d May 1769 is Eight Years	62			
	To Interest on the Amount of John Davidsons Bond to Van Zandt & Co from the 4th April to the 4th June 1762 is Two Years Allowed him the Year at the time Van Edward [illegible]	124			
		186			Pounds

Know all Men by these Presents that I John Davidson of Fort St George in the Island Company's Land and County aforesaid Captain Edward Hayle late of the Place Merchant in the Island Province and County aforesaid am held and firmly bound unto the said Captain Edward Hayle his Executors Administrators or Assigns in the Sum of Two thousand Pagodas Current of this place the payment whereof well & truly to be made to the said Captain Edward Hayle his Executors Administrators or Assigns I do truly bind myself my Heirs Executors & Administrators firmly by these Presents Sealed with my Seal & dated this 2d day of June in the Year of our Lord One thousand Seven hundred & Sixty and in the Year of the Reign of our Sovereign Lord George the Second by the Grace of God of Great Britain France & Ireland King Defender of the Faith &c

Whereas the above bounden John Davidson hath this day Borrowed and Received of the above named Edward Hayle the Sum of Sixty two Pagodas Current of this place for which he hath given his Bond bearing Date with these Presents Now the Condition of this Obligation is such that if the above bound John Davidson his Heirs Executors Administrators or Assigns shall well & truly pay or cause to be paid unto the aforesaid Captain Edward Hayle his Heirs Executors Administrators or Assigns the full and just Sum of One thousand Pagodas Current of this place on Demand or in coming into Council 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 & Virtue

John Davidson (L.S.)

Signed Sealed & Delivered
in the presence of
Tho. Dynely
William Hamilton

June 2d 1760

Know all Men by these Presents that I Edward Hayle late of the Island Madras Victualler for & in consideration of the Sum of Sixty two Pagodas Current of this place to me in hand well & truly paid by William Harrison of Madras Victualler his Heirs Executors Administrators & Assigns the Within Obligation having Become due from the said William Harrison the Value thereof

E. Hayle

Above Copy John Sykes
Attorney for the Compt

Jurat Cur
23d May 1769

The Plea and Answer of
Edward Wright of Fort Saint George
Mariner to the Bill of Complaint
William Stevenson of Madras Merchant

The said Defendant by Protestation
not confessing or Acknowledging any of the Matters
in and by the said Bill of Complaint Confessed and Alledged
to be true for Plea thereunto Saith that on the Eleventh day of
June One thousand Seven Hundred and Sixty Eight the Com-
plainant and this Defendant did make up their Account in Writing relative to all Sums the Defendant
of the Complainant and paid the Amount thereof
by an Assignment of a Bond given by
Person in the Bill of Complaint named to the Defe
which the Complainant accepted of and Did
the Complainant making no objection thereto
Method of Obtaining the Complainant
Counsel signed to the Account Current and thereby finally
Agreed that the said Defendant Seventy
might make upon the said Defendant
Agreement under the hand of the said Complainant
be produced to this Honble Court may appear that the
Defendant doth plead the said Account
of thereto by Money and by the said
Bond and Agreement in bar to the Demand made by
Complainant in the Bill of Complaint
the Judgment of this Honble Court
other or further Answer to the Bill

Read & filed
6th June 1769

The Replication of William
Mannion of Madras Victualler to the
Plea & Answer of Edward Wright of
Fort Saint George Mariner

This Replicant Reserving to himself all & all manner of benefit &
Saving & Taking to himself all & all manner of benefit &
and Advantage of Exception to the many Errors Uncertainties
Insufficiencies & Imperfections in the said Plea &
Answer Contained for Replication thereunto Saith that He
will Aver Justify Maintain & prove his Bill of Complaint
to be true certain sure and sufficient in the Law to be Answered unto
the same are therein & thereby set forth and Alledged & that the
Plea & Answer of the Defendant is very Uncertain & Insufficient & by no Means proper to Bar or Exclude this Replt
from having Judgment for the Demand against the Defendt
& this Replicant further Saith that the Matters
in Question are by no Means proper for a Plea the same not
only Many Circumstances in this Replicants said Bill which
ought to be by the Defendant particularly Answered unto &
are to be by the Defendant Plea and Answer but also the Papers
which in the Plea and Answer ought to be produced & Evidence may
mentioned and referred to be taken in this Replicants said Bill
be Inquired how and the Replicant Admit what the Defendt
in the said Plea & Answer ought to be produced & Evidence may
has set forth as any Answer to the Matters Contained in the said
Bill of Complaint so that the same is insufficient Wherefore
& Plea Answer This Replicant therefore prays the
Judgment of this Honorable Court as to Plea & Answer to &
the same may be Dismissed with Costs & that the Defendant
may be Ordered to put in good and sufficient Answer to the

Mayor's Court at Madraspatnam } Tuesday the 25th Day of July Anno Domini 1769

Present

Edward Stracey Esquire Mayor

Peter Manille — Thomas Powney & Charles Smith — Aldermen

Lot

Between William Monins Gent Plaintiff

Mayor

and

Master of Ship Lord Mansfield Commander of the Ship Lord Mansfield Burthen Number one Hundred Tons Defendant

The Bill & Answer and Replication

Coming on to be Argued and Debated this Day in the Presence of the Attornies on both sides On Reading the Complainants Bill with an Amount Current a Copy of a Bond & an Affidavit annexed The Defendants Plea and Answer thereto & Replication On hearing the Arguments and Debates of the Attornies and on due Consideration had thereon

Appearing to the Court that the Complainant did accept of the Bond Executed unto him by the Defendant for part Payment of the Amount Sale of the Merchandize sold by him to the Defendant and which Bond was forfeited and therefore directed a Rule of this Court that the Defendant should pay unto the Complainant the Sum of Fifty Eight Pagodas with Interest thereon at the Rate of Twelve per Cent per Annum from the Date of the Bond being the Sum Specified in the Condition thereof and Costs of Suit

Ordered

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Read & filed 25th July 1769

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Peter Thomas of Madras Merchant That Hector Mann Inhabitant of St Thome within the Jurisdiction of this Honorable Court stands Indebted unto Your Orator in the Sum and just Sum of Fifty Eight Pags Current Money of Madras Reckoning in Sterling Money of Great Britain Accounting one Pagoda Eight shillings Sterling the Sum of Twenty three Pounds Four Shillings Sterling Fully Paid at Large appear by a Bond dated 9th Instant Fully Paid at Large appear by a Bond dated 9th Instant Which Your Orator prays may be allowed as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly and Amicable Manner Requested payment from the said Master of the said Sum of Fifty Eight Pagodas

But now so it is May it please this Honorable Court the said Master Mann Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Process of Subpoena to this Honorable Court shall appear Agreable to Equity & good Conscience To the End therefore that the said Master Mann may upon his Corporal Oath full true direct and perfect Answer make to all & singular the Matters and things herein before set forth and Alledged as fully truly & Effectually to all Intents & Purposes as if the same were here again Repeated & particularly & distinctly set forth that the Pray of Your Orator may be granted

all Costs of this Suit

Mayors Court
Madraspatnam

Wednesday 1st Day of August
Anno Domini 1769

Present

Edward Monckey Esquire. Mayor
John Debonnaire — Reginald Adams
Arthur Cuthbert — Aldermen

Between Peter Thomas of Madras Merchant Complainant & Moses Mann Inhabitant of St Thomas within the Jurisdiction of this Hon.ble Court Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree & doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Full and just Sum of Fifty Eight Pagodas & Pagodas 58 — Together with the Interest as now is or shall hereafter become due thereon Until Full Payment is Made also all Costs of this Suit

J Court

To the Hon.ble the Mayors Court at Madraspatnam

The Complainant Shewth unto this

Read and Filed
2 May 1769

Mayors Court

L.S.

Mayors Court at Madraspatnam

Wednesday 1st Day of August Anno Domini 1769

Present

Edward Monckey Esquire. Mayor
John Debonnaire — Reginald Adams
Arthur Cuthbert — Aldermen

Between Peter Thomas of Madras Merchant Complainant & Moses Mann Inhabitant of St Thomas within the Jurisdiction of this Hon.ble Court Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree & doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Full and just Sum of Fifty Eight Pagodas & Pagodas 58 — Together with the Interest as now is or shall hereafter become due thereon Until Full Payment is Made also all Costs of this Suit

J Court

To the Hon.ble the Mayors Court at Madraspatnam

The Complainant Shewth unto this Hon.ble Court that he did on the 20th June 1769 Lawfully Attach the Goods & Effects of Nulla Chitty Dubash of the Defendant Moses Mann for the Sum of Fifty Eight Pagodas Current Money of Madras the Sum in Question Demanded with Interest & Costs of Suit as Appears by the Annexed Plaint & Affidavit

Wherefore the Complainant Humbly Prays that the Defendant may be Summoned to Appear before this Hon.ble Court to Answer the Premises & that Justice may be Done in the Premises as to this Hon.ble Court shall Seem Meet

John Sykes
Attorney for the Complt

Plaint

Madras 20th June 1769

I Moses Mann Son of Nullah Chitty Dubash Acknowledge to have Received by Peter Thomas the Sum of Fifty Eight Pagodas Current Money of Madras the Sum in Question Demanded with Interest & Costs of Suit as Appears by Annexed Plaint & Affidavit

Witness
Nulla Chitty
Verdapen

Moses Mann

A true Translation of the Annexed Petition from the Original Malabar by Company's Interpreter

John Sykes

Madras Bookbinder stands Indebted unto Your Orator in the Sum of One thousand One hundred & Eight Pagodas for their Proportion of Cash Currency of Madras making in Sterling Money of Great Britain Amounting to Pounds Eight Shillings & Seven Pence Halfpenny Which Sum of Four hundred & Sixty three Pounds Six Shillings & Seven Pence Halfpenny Remains upon the Balance leaving date the Fifth day of March in the Year of Our Lord One thousand Seven hundred & Sixty Nine as Your Orator Confidently & Truly to be instituted to this Honorable Court When Required And Your Orator further Sheweth unto this Honble Court that they have Frequently & in a Friendly Manner Required payment from the said Respondent of the said Sum of One thousand One hundred & Fifty Eight Pagodas & Twenty five

Referring or to be Referred this Court doth thereupon think fit to Order & Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of just Sum of One thousand One Hundred & fifty Eight Star Pagodas Fourteen Fanams & Thirty two Cash (1158.14.32) together with such Interest or Sum is or shall become due on One Bond in full full payment & Costs of this Suit

Filed 26th January 1764
Read 27th do 1764

To the Worshipfull the Mayor Court at Madraspatnam

Humbly Complaining Shew unto Your Honour the Court your Orator Manuel Antonio Vianna of Madras Merchant That John Burnell and William Bruton of Rangoon in the Kingdom of Pegu Merchants Heretofore Exhibited unto Your Orator in this Honble Court their Bill of Complaint against your Orator by the Name of John Burnell & William Bruton Merchants and Partners in Trading Business Carrying on Trade & Commerce by the Name Stile & Firm of Burnell & Bruton Merchants and Partners in Trading Business Carrying on Trade & Commerce by the Name Stile & Firm of Burnell & Bruton of Great Britain Amounting in the Whole to the Sum of Four Pagodas Eighty Six Thousand Eight Hundred & Thirty four Pagodas Fifteen Fanams & Eight Cash with Interest for the same at the Rate of Twelve per Centum per Annum from the Time of the Bond or Bonds Obligations or Instruments in Writing whereon the same is or are grounded or from the Time of the Accounts stated whereon the same is or are grounded or from the Time of the Contracts whereon the same is or are grounded or from the Time of the Loans or Advances of the Money Goods or Effects whereon the same is or are grounded or from the Time of the Bills of Exchange whereon the same is or are grounded or from the Time of the Protests of the said Bills of Exchange whereon the same is or are grounded or from the Time of the Damages sustained for the Non Payment of the said Bills of Exchange whereon the same is or are grounded or from the Time of the Demands made for the same or from the Time of the Commencement of this Suit or from some other Time or Times as by the said Bill of Complaint Relation being thereunto had may more fully & at large appear And that the said John Burnell & William Bruton Merchants & Partners in Trading Business Carrying on Trade & Commerce by the Name Stile & Firm of Burnell & Bruton Merchants and Partners in Trading Business Carrying on Trade & Commerce by the Name Stile & Firm of Burnell & Bruton of Great Britain

Arrived here & whether they have not sold & Co
fallowing & such part of the said Goods & for how mu
money & whether they have not Invested the whole o
& such part thereof or how much & whether the said
Mangowine not still the property of the said John Bu
& William Burton and Under the said Partnership
Management of them the said Thomas Pilling & Jo
Do Exist And that the said Thomas Pilling & John
Ought to be Decreed to pay unto them Complainants the
property of the said John Bunnell and William Burton
and sum of One thousand & Eighty six Pounds
& Sixteen Cash with all such Interest as may
the hearing thereof & Costs of this Suit

May it please this Honorable Co
to cause the said Thomas Pilling & John Bo
Summoned & Appeared by the Sheriff of Said
of Madagascar in Person Personally to
Appear before this Honorable Court at such time &
by this Honorable Court prefixed and Appointed then
to Abide and Abide by such Order & Decree thereon as to
Honorable Court shall seem Meet

John Sykes
Attorney for the Co

25th January 1769

This Bill is drawn & Sw

John Bunnell & Wm Burton Pltfs
vs
Thos Pilling & John Bo Defts

Pltfs Bill

Filed 25th Jan 1769

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Exhibit G

Exhibit H

Exhibit I

Exhibit K

Exhibit L

Exhibit M

Exhibit N

Exhibit O

Exhibit P

Exhibit Q

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to the Respondentia Creditors as the Premium & Interest to the Respondentia Premium the more to be the Loss on the Cargoe arising Merchants shall more & Days and no longer than their Limitations Expressed in the Respondentia Bond that then & in that Case the Principal & Premium become one Sum and bear Interest the three Defendants say in Relation unto and Saith of them that they are not Under any further Comment than Defendants further say that the Complainant may allege or Hypothecation of Goods and Merchandize for the Securing the payment of the Respondentia at the Expiration of the Voyage which the Defendants object to because their Premium is to Answer of the Ward Respondentia and the Interest & Mariners Defendants say have further to shew by way of Bond that happening the Respondentia Premium had made Voyage and on the Return she had not brought sufficient off the Respondentia would or would not the Respondent Creditors have applied to be paid out of the the Effects that were not on board and which were saved the Carrying of the Respondentia he certainly would if refused by the Covenant Interest Creditors to be Equal Share with them in Proportion as the Bond to the whole brought the Complaint into the Ward Court & had Arrest for the whole Sum and upon the Effects Return the Landing the pretended Mortgage Or Any other Person than Defendants say that they Cannot look on Respondentia as any other Debt their Damages Interest

Fort St George
July 10 1769

Sworn Before the
Reynold. Adams
Alderman

and humbly pray to be hence Dismissed with their Honorable Costs and Charges in this behalf Most wrongfully Sustained

John Driver
Thomas Pellings
} Attorneys for the Plaintiffs

William Bentley

Chas. Bromley
Attorney for the Defendant

Account of Monies due from Messrs Bonnell & Benton

on Respondentia Bonds	A Rupees	5187. 12 6
To Thomas Gibbons		2409. 5 8
Do Richard Exter Do Gibbons		1350 — —
Knox Revd Exter Do Gibbons		3000 — —
Francis Antonio Pimenta		3000 — —
Manoel Antonio Vianna		1500 — —
Henry Starr		16447. 3 2
Charles Horton		3289. 7 —
Premium 20 Do 25 p Cent	A Rupees	19736. 10 2
	£3467. 5s	5704. 9 —
Jeanne Mathieu Premium included		1600 — —
Do		385 — —
Do		875 — —
Nazar Aga Manil		420 — —
Francis Antonio Pimenta		2200 — —
Richard Tyson		

Bills of Exchange & Drafts

Messrs Swanston Company dr. 491
Mr. Francis Jordan 656
Mr. Paul Dunfille 219
dr. 2066

Cojar Abraham Sahon
Cojar Ayoob Sahon & Co. Estate Company
Cojar Nazar

Dispatched dr. 5611

Bonds

Thomas Gibbons Esqr Rs. 8528.3
Mr. Austin Jos 2180
Rs. 10708.3
in Rs. 10281.7.9

Abstract

Register Book
Bills of Exchange & Drafts
Bonds

Pagodas 1991.32

Fort St. George
July 20th 1769

John Dorrill
Thomas Billings

Sworn before Me

Reynold. Adams
Alderman

Mayor's Court at Madrasapatnam

Tuesday the 1st day of August Anno Domini 1769

L.S

Present

Edward Stracey Esquire Mayor
John Delamaine
Reynold. Adams
Arthur Cuthbert
Aldermen

Between Manuel Antonio Vianna at present of Madras Merchant and Companion and John Burnell & William Bunbury of Rangoon in the Kingdom of Pegue Merchants Defts

This Cause coming on to be heard and Debated this day in the presence of the Attorney on both sides Ordering the Complainants Bill with an Account Current annexed, the Defendants Answer with an Account annexed Cross bearing the Pleadings Made Thereof by the Attorneys and on due Consideration had thereon It Appearing to the Court that the Defendants have not denied the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the Sum of One thousand & eighty Pagodas Forty January and Sixteen Cash Pagodas Star Pagodas Forty January and Sixteen Cash Pagodas

is or shall hereafter become due thereon He will Justly
Payment is made of all Costs of this Suit &c.

&Cur

Read and Filed
8th August 1769

To the Worshipfull the Mayor Court at Madraspatnam

Humbly Complaining Sheweth
Honorable Court Your Orator Francis Sundon of Fort
St George Merchant and Henry Crawford of Fort Saint George
Merchants not only on Account of themselves but also
Trustees for the President and Council of Fort Saint George
for Gentlemen whose Names are as follows viz The
President and Council of Fort Saint George Abovementioned
the Honble Charles Boone Esqr Samuel Bailey
Richardson Pearson Charles Gregg Stratton Hart
Smith John Delavaux John Maxwell Shaw Wm
Cooke Mayor William Edmd Crisopher
Robert Brown Mackenzie William Hyde
Jno Johnson William Mackie Rudsted Daniel
Fonthaine Thomas Hitchcock John Cuming all
this Establishment that Robert Dowell of Fort
St George Merchant stands justly & truly indebted to
Your Orator both on their own Account as well as
for the several Sums aforementioned and the Sum of
Seventy Star Pagodas and Upwards as Appears by

107 209

Eleven Star Pagodas after the rate of Eight Shillings
Sterling Money of Great Britain And Whereas
Your Orator have frequently Duly and Amicably Demanded
Payment
Nevertheless the said Robert Dowell
Your Orator this Honorable Court the said Robert Dowell
Obstinately and Willfully refuse to give Your Orator any
Manner of Satisfaction touching the Premises Your Orator
pray a General Writ of Subpoena to this Honorable Court shall appear
Agreeable Equity and good Conscience To the End therefore
that the said Robert Dowell may upon his Corporal Oath
true and perfect Answer make to all and Singular the Matters
said Things herein before set forth and alledged as fully truly &
effectually to all Intents and Purposes as if the same were here
again Repeated and he Compelled to pay unto
Your Orator the aforesaid Sum of Fifty Eleven Star Pagodas
with all such Interest as now is or shall hereafter become due
thereon and all Costs of this Suit

May it please this Honorable Court
to cause the said Robert Dowell 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 Peremptorily and Answer Premises
to and to Stand to and abide by such Order and Decree therein as to
this Honorable Court shall seem Meet

Chas Brenton
Attorney for the Compt

Mayor's Court at Madraspatnam

Tuesday the 15th Sept. Anno Domini

Present

Edmund Maskelyne Esquire Mayor
Peter Manville — Jacob Pharaire
Alexander Davidson — Aldermen

Brown

The Defendant being Call'd

(Acknowledging the Service of the Complaint)

This Court doth Order that the Defendant

and doth Accordingly Order and Decree that he

shall pay unto the Complainant the Sum

of Fifty Three Pagodas 53

Costs of Suit Taxed at

To the Honble the Mayor's Court at Madraspatnam

Humble Complaining Sheweth unto this Honorable Court Your Orator Robert Smith of Madras Inhabitant That Cundapah Gramoney and Bydapah Gramoney Inhabitants of Triplicane Inhabitants stand Indebted unto Your Orator in the full and just Sum of Four hundred and Fourteen Pagodas Twenty Four Fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain Accounting Eight Shillings the Sum of One hundred and Sixty two Pounds Sixteen Shillings and Nine Pence as Thereby unto Your Orator Sheweth unto this Honorable Court and Ready to be Produced to this Honorable Court when Required

Your Orator further Sheweth unto this Honorable Court that the said Cundapah Gramoney and Bydapah Gramoney have frequently and in an Amicable Manner Requested Payment from thereof the said Sum of Four hundred and Fourteen Pagodas Twenty four Fanams and Sixty Cash

But now so it is May it please this Honorable Court the said Cundapah Gramoney and Bydapah Gramoney Obstinately and Wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Writ of Subpoena to this Honorable Court shall Issue Agreable to Equity and

To the End

Several and Respective Corporal Oath Full & true Answer
Answer Make to all and Singular the Matters and
herein before set forth and Alledged as fully truly and
to all Intents and Purposes as if the same were
Rejected & Particularly Interrogated and that they
Decreed to pay unto Your Orator the aforesaid Sum of
hundred and fourteen Pagodas Twenty four Fanams
Sixty Cash with all such Interest as now is or shall
become due thereon Also all Cost of this Suit

May it please this Honorable Court
to Cause the said Candapah Gramany and Pedapoo
Gramany to be Summoned and Appear by the Short
Fort Saint George Town of Madraspatnam and the
thereof Personally to be and appear before this Honorable
Court to such further time and Place to be by this Honorable
Court prefixed and appointed then and there to stand
abide by such Order and Decree therein as to this Honorable
Court shall seem Meet

John Sykes
Attorney for the Complt

6th June 1769

This Bill was sworn to the
before the Day of Appearance
Lit. Summons Issue Returnable Next
Court Day

Edward Stracey
Mayor

Mayors Court
Madraspatnam

Tuesday the 15th day of August
Anno Domini 1769

Present

Edward Stracey Esquire Mayor
Peter Manitte John Debonnaire &
Alexander Davidson Aldermen

Between Robert Smith
of Madras Inhabitant Complainant
and Candapah Gramany and Pedapa
pah Gramany of Triplicane Inha
bitants Defendants

It Appearing by the Records of this Court
that the Defendant Candapah Gramany hath been Served
with this Honble Rules to Answer the Complainants Bill
but wilfully and Obstinately Refusing so to do This
Court doth therefore think fit to Order & Decree and
doth Accordingly Order & Decree that the Defendants
shall pay unto the Complainant the Full & just Sum
of Four Hundred & fourteen Pagodas twenty four Fanams
and Sixty Cash (Pagodas 414 24 60) together with
such Interest as now is or shall thereon become due thereon
Until full Payment is Made also all Cost of this Suit

Read and filed
October 11 1768

To the Honble the. [illegible]
Court of Admiralty

Humbly Complaining

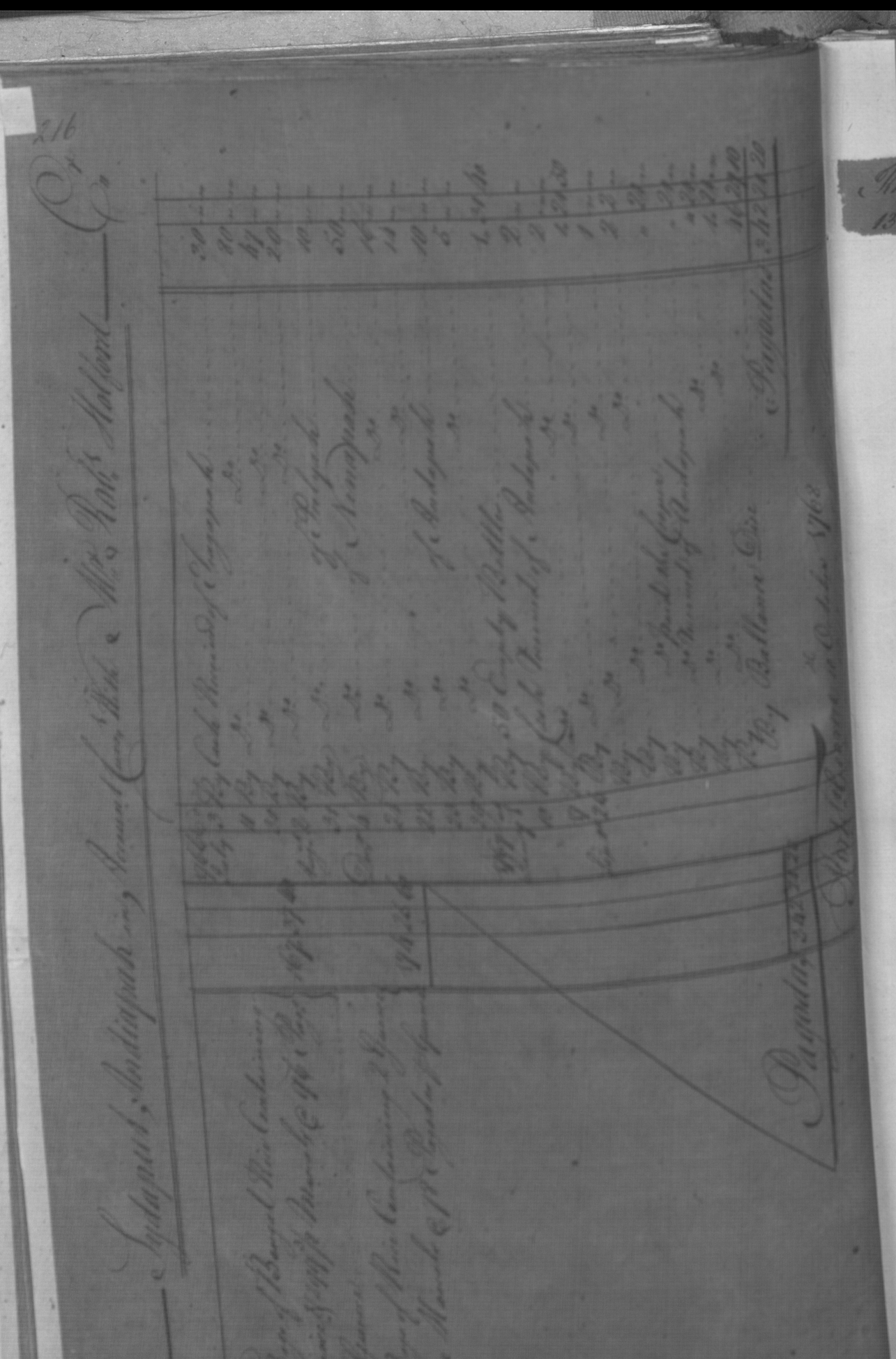
[illegible] this Honorable Court Your Orator Robert Hilliard of [illegible] Orator Merchant by his Attorney Thomas Pillans [illegible] Esqr Orator Joking of Fort Saint George Merchant to [illegible] against Andiapah of Madras Merchant Defendt [illegible] and Law of Nations and Your Orator in the full and just Sum of Forty Pagodas Twenty Nine Fanams and Ten Cash Current Money of Madras Reckoning or Thirteen Pounds Eight Shillings the Sum Aforesaid Amounting to Forty Pagodas Twenty Nine Fanams and Ten Cash Current Money of Madras Reckoning or Thirteen Pounds Eight Shillings and Eight Pence Sterling Money of Great Britain as will more fully and at large appear by the Account Current herewith Annexed for the recovery whereof Your Orator prays Process of this Honorable Court against the said Defendt and that he may be Decreed to pay unto Your Orator the aforesaid Sum Admitted as part of the Sum Your Orator's Bill of Complaint and Your Orator further Shews that the said Defendt [illegible] Court that he hath frequently and even [illegible] owe Orator by himself and his said Attorney [illegible] Payment from the said Defendt Andiapah of the [illegible] Sum of Forty Pagodas Twenty Nine Fanams and Ten Cash

But now [illegible]

Your Orator therefore prays a General Relief as to this Honorable Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Sydapet Andiapah may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Premises as fully and [illegible] before set forth and Alledged as fully truly and 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 Forty Six Pagodas Twenty Nine Fanams and Ten Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Sydapet Andiapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras aforesaid 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 Complaciant



Read and filed
13th Decr 1768

The Answer of Sydapet Aud
-napah of Madras Merchant Defendt
to the Bill of Complaint of Robert
Melford of Tranquebar Merchant
Complainant by his Attorneys Thomas
Pelling and John De Tonis of Fort
Saint George Merchants

This Defendant now and at all times hereafter
saving and reserving to himself all and all Manner of benefit
and Advantage of Exception to the many Errors uncertainties
imperfections and insufficiencies in the said Bill 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 this Defendant Answereth and saith that
He is not indebted to the Complainant in any Sum or Sums
of Money whatsoever But acknowledges to be indebted to
Veridapah the Complainant the Sum of eighteen
Pagodas Fourteen Fanams and Seventy Cash as will more fully
and at large appear by the account Current hereunto annexed
for the inspection of this Honorable Court and to which this
Defendant humbly refers praying the same may be Admitted
as part of this Defendants answer and to illustrate all the the
Matter this Defendant prays Leave to acquaint this Honorable
Court that the said Veridapah sold this Defendant one hundred
bags of Bengal rice as their own property on or about the two and
Eighth day of April which was in the Year of our Lord one
thousand Seven hundred and Sixty six Containing one Parra
and two hundred and Ninety Seers Annavelle and three eighth
of a Morall at ninety Six Pagodas per Candy Amounting to

Seven Guineas & Forty Cash which said sum this Defendant
paid for by sundry Payments to the said Vedgeak the
Complainants Father and the Defendant further
saith the said Vedgeak came to Town some time in the Month
September which was in the aforesaid Year one thousand
hundred & sixty nine and told this Defendant that there
was other Persons had bought some of the Complainants
Ox if this Defendant would give him a small Profit on
same he would allow this Defendant of it which was
hundred & thirty Pags containing three Yards & Half
Yard Broad & three quarters of a Yard & one
further Sum of one hundred and twenty Four Pounds
Seven Guineas & Forty Cash which said sum this
Defendant hath also paid for to the said Vedgeak by
sundry Payments But true it is the Defendant
to the said Vedgeak the aforesaid Sum of Eighty
Seven Guineas & Forty Cash & no more Pags
Cloth which was before this Defendant had purchased
said Ric Jun the said Vedgeak All which
things this Defendant is Ready to aver & Prove
as this Honorable Court shall direct & humbly pray
same may be dismissed with his Reasonable Costs &
behalf in this most wrongfully Sued &c

William Cromwell

Vidyapah in Account with Messrs Ackroyd & Co

1869 Feb 12	To Cash		30 0 0
			30 0 0

Errors excepted
Vidyapah

Read and Filed
21st January 1769

The Replication

Of Hollyfield of Tanjore Merchant
Attorney Thomas Pilley and
Messrs of Fort St George Merchants
to the Answer of Replyant Robert
of Madras Merchant

This Replyant coming and by Leave of
Saving and Reserving to himself all and all manner
Benefit and Advantage of Exception to the many
manifest Insufficiencies and Imperfections in the
said Answer contained for Replication thereunto
and singular the Matters and things in the Repl
Bill of Complaint and the Account Current th
Annexed are certain true and sufficient in the
Replied unto in such Manner & Form as the same
Alledged and Set forth And that the Answer of the
Defendant is very Untrue and Evasive & this Repl
saith that the Defendant doth not truly and fully
unto this Replyant in the Said Answer and Schedule
Pagodas Twenty Nine Fanams and Ten Cash as
Stated in the said Bill of Complaint and the
thereunto Annexed But on the contrary
Alledges to the Contrary in the said Answer
Demonstrate the untruth

on behalf of this Replyant Nor at the same time any Order
to Evade the Justness of this Replyants Demand and as a Plea
for not Discharging the same and to Colour his Unjustifiable
Protentions with regard thereto and this Combining these Matters
He Alledges that Rice with which this Replyant hath Charged
him in the Account Current Annexed to his said Bill of
Complaint (which is the Foundation of this Action) from this
Replyants said Dubash and not from this Replyant & make
said Answer to his said Answer and Account in the Name
of this Replyants said Dubash Instead of this Replyant as if
this had been a Transaction entirely on the said Dubashs
Account & in which this Replyant had no Concern And
also as if this Suit had been Commenced by the said Dubash
Instead of this Replyant, The Absurdity of which Proceeding
of the Defendants Assertions this Replyant Doubts not
will Clearly appear to this Honorable Court & with Regard to
the Sum of Seven Pagodas for Dubashs Custom the Sum of
Forty two Pagodas and Twenty Fanams for Bengal Piece
Goods and the Sum of Seven Pagodas Thirty Fanams and Twenty
Cash for Chunar which the Defendant Credits this Replyants
said Dubash for in his said Account Current Annexed to his
said Answer Under Date the Twenty First September One
thousand Seven hundred and Sixty Six this Replyant saith
that he never Received the same or any Part thereof from the
Defendant nor have they the least Connection with this
Replyants said Demand for in Case the said Dubash
Received them from the Defendant it must have been on
his own Private Account and not on Account of this Replyant
so that it is entirely foreign to the Matter in Question between

have Inserted for no other Purpose than to Perplex the
Merits of this Replyants said pict Demand on the Defe
And the more so as the Defendant also Charges in his
Account Current the several Sums paid by him to the
said Vedagiah on this Replyants Account except the Sum
of Six Pagodas and Twenty three Fanams being the Ba
of the last Six Articles in the Account Annexed to the
Replyants said Bill of Complaint which the Defend
Omitted Charging in his said Account Current Vizt Three
hat Charges in his said Account Current Annexed to his Ans
the Sum of Fifty Pagodas Made Debt the Eleventh Day
One thousand Seven hundred and Sixty also the Sum of
Pagodas Under Date the Fifteenth January One thousa
hundred and Sixty Seven the Sum of Six Pagodas Und
date the Twenty fifth January One thousand Seven hund
and Sixty Seven & the Sum of Twelve Pagodas Dated the
January that the Sum of Five Pagodas Under date the
Sixth September One thousand Seven hundred and Sixty
Amounting to the Sum of Ninety two Pagodas and two Fa
which Several said respective Sums this Replyant doth
Either to have been Paid by him or any one for him
his Account but Saith the same might have been for a
the Money paid to the said Vedagiah by some Servant of
Defendant on their Private Account but that the same does
in the least Concern this Replyant or the said Pretended
the Defendant Pardo which Sum Defendant doth Charge

have been One Pagoda Thirty one Fanams and Forty Cash as
Credited in the Account Current Annexed to this Replyants
said Bill of Complaint So that there is one Over Charge of
Forty Cash in that Article This Replyant Admits his
Durbash Vedagiah did on the Twenty eighth Day of April
One thousand Seven hundred and Sixty Six Sell unto the
Defendant One hundred Bags or One Garce and two hundred
and Ninety Nine Marcalls and three eighths of Marcal of
Rice at Ninety Six Pagodas p Garce Amounting to the
Sum of One hundred and Sixty Seven Pagodas Thirty Seven
Fanams and Forty Cash but Absolutely denies that the said Vedagiah
Sold the same as his own Property but as the Property of this
Replyant whose Property it really was and not the said Vedagiah
And this Replyant Admits to have Received Sundry Payments
on that Account which he has Credited the Defendant for in
the Account Current annexed to his said Bill of Complaint
This Replyant also denies that the said Vedagiah Purchased any
Rice of this Replyant as Set forth in the said Answer Nor
Consequently sold the said Vedagiah Selling any such Rice to the
Defendant as his the said Vedagiahs own Property either on the
Terms and Conditions Alledged by the Defendant in his said
Answer or any other Terms or Conditions whatsoever But this
Replyant Admits to have sold to three different Persons at Sun
-dry Times Quantity of Rice but for which they have paid that their Remain
-der of this Replyants Rice which was One hundred and Thirty
Bags or three Garce and Ninety four Marcals and three Eighths
of a Marcal was by this Replyants said Durbash Vedagiah Sold
to the Defendant in the Months of September One thousand

Guineas and Sixty Cash One which Sum together with
Aforesaid Sum of One hundred and Sixty Seven Pounds
Thirty Seven Guineas and Sixty Cash this Replyant said
was of Right Entitled to the Moral Custom or Brokerage
which Ought have been the Case with regard to the Sum
Pagoda Which the Defendant Credits the said Vadyapah
in the said Account Annexed to his said Answer in Part
Profit And in which Condition he Abides the said
Sold him the said Last Mentioned Rice But which
itself Absurd as in that whole Affair with regard to the
Rice the said Vadyapah was Acting for and on Account
Replyant & the Sales who he made thereof were on the
Account and not on his own as the Rice was the Replyt
Property & not the Property of the said Vadyapah Even
the Purchase of the said Rice was on Account of
this Replyant for the Account of what they were Sold
if the same had been Sold by this Replyant himself
the Money which the Defendant paid to the said Vad
on Account of the said Rice was on Account of
Replyant & not on Account of the said Vadyapah on
Private Accounts which May be depending between
Defendant & the said Vadyapah any Connexion there
This Replyant Admits to have Received Sundry Sum
on Account of the said Last Mentioned Rice but for
which he has also Credited the Defendant in the
Current Account to the said Bill of Complaint & the
Replyant for the Remainder

Read and Filed
14th February 1769

his Assertions & Allegations in his said Answer are Unjust &
without the least Foundation

All Which Matters and things this
Replyant is Ready and willing to Verify Maintain and
prove as this Honorable 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

The Rejoinder of Replyant Andrew
of Madras Inhabitant, Defendant to
the Replication of Robert Holford Esq
his Attornies Thomas Pelling and Peter
De Fries of Fort Saint George Merchts
Complainant

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
Uncertainty and Insufficiency of the said Replication with that
this Defendant said Answer is Certain True and Sufficient in the
Law to be replyed unto, and He also saith, as in and by his said
Answer, He hath already said, and doth & 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

William Powell

Interrogatories to be Administered

Unto Witnesses to be produced and Sworn
Examined on the part and behalf of the Com-
plainant in a Certain Cause Depending and at
Issue in the Court of Exchequer at Madras
Wherein Robert Kilsford Esq. Mayor
Willoughby Chamier Esq. & Company
are Complainants
and Verdapah is Defendant

To all the Witnesses

1st Do You know the Parties Complainants
and Defendant in this Cause or either of them if Yea how long have
you known them or either and which of them

To Verdapah 2 Did You or did You not at any time or times
about the Months of April and September in
the Year of our Lord One thousand Seven hundred
Sixty Six Sell unto the Defendant any Rice If Yea
what Quantity or Quantities did You so Sell And at what
Price And at what Rate was it And at what Prices
You Sell it to the Defendant at what time or times
at what or to whom did You Say it belonged
before it Did or did not the Defendant
or Say he would give You any thing
upon the said Rice If Yea how much

To Tugapah and Lawrey 3 Did or did not Verdapah the Complainants
Dubash at any time or times in or about the Months of April
and September which was in the Year of our Lord One thou-
sand Seven hundred and Sixty Six or at any other time or
times Sell unto the Defendant any Rice If Yea what Quantity
or Quantities did he so Sell and at what Price or Prices And
whose Rice was it & as whose Property did the said Verdapah
sell it to the Defendant or to whom did the said Verdapah Say
or tell the Defendant the said Rice belonged? Did or did not
the Defendant Offer to give the said Verdapah or Say he would
give him any thing as Profit and Custom on the said Rice
If Yea how much did he or Say he would give the said Verd-
apah or what did he so Say about Profit and Custom and
what Answer did the said Verdapah give the Defendant thereto
& what did he Say about the same? Where You or were You
present & did You or did You not hear what passed
between the Defendant and the said Verdapah on that Occasion
the whole of these Matters According to the best of Your Knowl-
edge Remembrance Information and belief together with
the Reasons of each Your Belief fully and particularly Declare

To Verdapah 4 Are there or are there not any Accounts between
You and the Defendant Separate and apart from the Rice in
Question in this Cause or from the Complainants Demand

or Sums of Money Charged in the Account Current
to the Defendants Answer or in the Account or Papers
now produced and shown to You at the the time of
Examination Marked Letter B which is alleged
said Account paid to You or on Your Account
dend any of those Articles relate to the Account
You and the Defendant If Yea set forth the Article
were paid on that Account or that Title to the Acco
between You and the Defendant Fully — Were or was
the Sum of Fifty Pounds Charged in the said Acco
Eleventh of December One thousand Seven hundred
Sixty six Paid on Account of the Accounts &c. Mat
depending between You and the Defendant or was it
it not Paid on Account of the Price in Particulars
Cann? On whose and what Account was the Sum
Pounds Under date the Twentieth January One thou
Seven hundred and Sixty Seven and two Pounds
the Twenty Sixth September following paid by
Defendant? Did You or did You not receive the Sum
Fourteen Pounds Ten Shillings Under date the
Sixth September One thousand Seven hundred and
Seven in the said Account Current or any part of it
how much Did You or Your and on whose
Account? Whether at One time or different

the time of Your Examination If Yea, Set forth how the
same is so Credited & in what Article or Articles? On whose
and what Account in Particular are the three last Articles
Credited in the said Account Current Marked B On whose
and what Account do they Fully Belong? The whole of these
Matters according to the best of Your Knowledge Remembrance
Information and belief together with the Reasons of each
Your Belief Fully and Particularly Declare —

To Ditto 5th ..... Did You or did You not at any time in or
about the Month of January or February in the Year of our
Lord One thousand Seven hundred and Sixty Seven Purchase
of the Defendant any Empty Bottles, If Yea in what Quantity
and at what Price and on whose Account did You so Purchase
the same? The whole of these Matters according to the best
of Your Knowledge Remembrance Information and belief to
gether with the Reasons of each Your Belief fully & Particu
larly Declare —

To Ditto 6th ..... Did you or did You not at any time Demand
of the Defendant in this Cause the Ballance of Account or
any Sum of Money on Account of the Complainant If Yea
When did You make the said Demand And what did the
Defendant Say thereto or about the same? Did or did not the
Defendant Say any thing about a Sum of Twenty Pounds If
Yea what did he so Say about it and on what Paid Settlement
had You then that Occasion? Was or was not any thing
more said or done about it, If Yea Set forth the same fully

Their belief together with the Reasons of such Their belief fully and particularly Declare

To Paragraph 7th Did or did not any Conversation at any time between the Defendant and Vadapah the Complainants Husband about a Sum of Twenty Pagodas and if Yea was the Payment of such Consideration And when or what Occasion did the same Pass between them was not any thing said or done about it and Consideration If Yea set forth the same fully and clearly & the whole of that Matter according to the best of Your Knowledge Remembrance Information and Belief together with the Reasons of such Your belief fully and particularly Declare

To Mandala Ramah 8th Did or did not the Defendant and the Complainants Husband and any other Person or Persons go to You at any time and say any thing or Ask You any Question or Questions about a Sum of Twenty Pagodas any other Sum of Money which was in Dispute between the Defendant and the said Vadapah If Yea what did they or any of them so Say to You or Ask You about the same And when and what Answer or Answers did You or Did You give them or any of them about it And what particular Passed between the said Vadapah and You or any of them about that Affair the whole of that Matter according to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief fully and particularly Declare

To Paragraph 10th Do You or do You not know of a Sum of Six Pagodas being paid by the Defendant or on his Account to any Person on Account of Vadapah the Complainants Husband in or about the Month of January in the Year of our Lord One thousand Seven hundred and Sixty Seven If Yea was or Was not the same so paid on Account of the Accounts between the Defendant and the said Vadapah Separate from those which Concern the Complainant? The whole of that Matter according to the best of Your Knowledge Remembrance Information and Belief together with the Reasons of such Your belief fully and particularly

Sydapuk Andiapah in Account Current with Capt Holford — A

100 Bags of Bengal Rice Containing			1766					
Guerce 299 Marcalls 3/8 @ 96 Pagodas	167	37	40	July	3	By Cash received of Sagapah		30
						By Do	Do	20
						By Do	Do	47
					6	By Do	Do	20
P Guerce				Aug	12	By Do	Do	10
130 Bags Rice Containing 2 Guerce 3/8					31	By Do		
	174	25	65	Dec	4	By Do	of Nenapah	50
Marcalls @ 78 Pagodas P Guerce					21	By Do	Do	16
					22	By Do	Do	14
					23	By Do	of Andapah	10
					29	By Do	Do	5
				1767				
				Jany	1	By 50 Empty Bottles		1 31 40
					10	By Cash received from Andiapah		2
Pagodas	342	28	20		17	By Do	Do	2
						By Do	Do	1 21 50
				Sept	26	By Do	Do	1
						By Do	Do	2 2
						By Do		8
This Acct Current was shewn to Vindapah at the						By Do	Do paid the Cooper	21
of his Examination before me in a Certain Cause						By Do	Do received of Andiapah	21
depending in the Hon'ble the Mayor Court between						By Do	Do	1 21
Capt Holford by his Attr Thomas Pilling & John Dorrie						By Do	Do	
Compt & Sydapuk Andiapah is Defendt & Fort St George						By Ballance Due		162 9 10
3 day of April Anno Domini 1769						Pagodas		342 28 20

Henry Crawford
Examiner

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Ext.

Sydapuet Andeapah B

Mayors Courtas Madraspatnam

Mayors Courtas
Madraspatnam

Between Robert Holford by his Attornies Thomas Pelling and John DeFries Compl^t^s Sydapuet Andeapah Defendant

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

Verdapah of Madras Dubash Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Compl^t^ was on the 3 day of April 1769 sworn at the Office of Mr White Counsell Attorney for the Defendant by Commission to the Effect of Note of the name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as Followeth

To the First Interrogatory this Deponent saith he hath known the Complainant and the Defendant 10 Years or thereabouts

To the Second Interrogatory this Deponent saith in the Years the of April and September 1766 he did sell some Rice to Sydapuet Andeapah the Defendant in this Cause on Accot of Robert Holford the Complainant, and as this Deponent saith that he the Deponent does not know Exactly the exact Quantity of the said Rice sold, nor the Price, but it according to an Account he delivered to Messrs Thomas Pelling and John DeFries the Attorneys of the said Complainant Robert Holford That the said Defendant beside the usual Custom

bought of them, to be remitted after three days as the Compl
Custom, but the Defendant replied he did not
any thing of them under this Custom. To the
Remains the Rest from the Twelve Cakes as
he paid a Part of 10 Pagodas for Part of the first
Custom in Exchange, the Deponent with Consent
Pagodas, which he was entitled to receive altho
his own Account to the Defendant & that every
was told him all the Sd Defendant that he
other had bought the Complement Rest Sa
Deponent saith not to the Interrogatory
12 4 To the Fourth Interrogatory this Deponent saith
Accounts between him & the Defendant upon
the Rice Account in Question and that the
the Account Current Marked Letter B and
Did remit to the Deponent the sum of 50 Pagodas
December and the other of 6 Pagodas on the 21
he with was paid by the Defendant on the
that the sum of two Pagodas charged by the
under date the 26th September 1767 this Depon
declares he has no knowledge of and the article of
for Five cakes him the Deponent the sum of
about Pagodas 6. 22 at different times on account
plainant the different sums of Money the Depo

5 To the Fifth Interrogatory this Deponent Saith, the Purchase
50 Empty Bottles of the Defendant in the Month of January
1767 for which he hath debited the said Deponent in his
Account, on the 4th of February Pagodas 1 32 — and the said
Defendant Stands credited for the same in the other Account
Marked A under the 1st January Pagodas 1 31 40 and further the
Deponent saith not
6th To the sixth Interrogatory this Deponent Saith in September
Last he demanded of the Defendant the Ballance of the Account
Current Marked A of Pagodas 16 29 10 to which he replied
he had paid Tragapah a sum of 20 Pagodas for which he had not
been credited this deponent then immediately sent for Tragapah
and asked him before the Defendant why he had not given
the said Defendant credit for 20 Pagodas twice, instead of
only once but Tragapah answered he had received but once
a Sum of Twenty Pagodas and both he and the Deponent
then asked the said Defendant by whom the other 20 Pagodas
was paid, he replied one Mundal Ramah can witness that
the said Tragapah had received 40 Pagodas in two Payments
of 20 each that all three of them then adjourned to the room
where they expected to find the said Mundal Ramah, &
there they asked him concerning the Sums that had been paid
to Tragapah on account of the Defendant and the said Mundal
Ramah answered he knew of one sum only of 20 Pagodas paid
the said Tragapah on the Defendants account, and the
Deponent Saith that one Mootia Chitty was with the said

this 20th day of Sept 1769

Henry Crawford

Examined

Mayor's Court at Madraspatnam

Between Robert Holford Esq his Attorney Thomas Pelling and John Klein Complainant and Defendant

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

Yannapah of Madras Dubash Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 22 day of Sept 1769 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Canarapah 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

To the First Interrogatory this Deponent saith he knows the Complainant & Defendant now walking along by the Banksal this Deponent was followed by the said Interpreter who the other day desired him to give his Account for a Sum of Pagodas

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sworn about and seeing this Deponent close behind him desired him to bear Witness to what the Defendant had just said to him in answer as above and this Deponent now saith

Henry Crawford

Examined

Mayor's Court at Madraspatnam

Between Robert Holford Esq his Attornies Thomas Pelling and John Klein Complainant and Defendant Cross Defendant

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

Sawmy of Madras a Dubash Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th Day of April 1769 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Canarapah who left a Note of the name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the First Interrogatory this Deponent saith he knows the Complainant 5 Years and the Defendant 15 Years or thereabouts

To the third Interrogatory this Deponent saith that in April 1766 Verdapah the Complainants Dubash sold one hundred Bags of a Quantity of Rice to the Defendant

following Issue to wit Collaroon and the other Collah Vendapah Collam and the Defendt Andra Chenaramma to one hundred and thirty Pagodas Issue Shall the said Vendapah Collah the Plaintiff Defendant and whether Pondaru Defendant further saith that the said Vendapah he was bound by Verdapah to Remain the Year from this Date Cadaver Collah Vendapah Pondaru Defendant Vendapah to Remain the said Vendapah Vendapah replied he Should receive he Should receive Master Complainant to his knowledge and heard him Custom as the said Vendapah was present when this Defendant Vendapah and the Defendant further he saith not to the

Henry Townsend

Examined

Mayors Court at Madraspatnam

Between Robert Holford by his Attorneys Thomas Pilling and Peter De Fries Complainant and Sydapah Andrapah Defendant

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

Mundala Ramah of Madras Dubash Aged 25 Years or thereabouts Being Produced as a Witness in this Cause on the part of the Complainant was on the 10 day of April 1767 Sworn at the Office of Mr William Cranmell Attorney for the Defendant by Convocapah who left a Note of the name Title and Place of abode of the said Deponent and afterwards at the Same day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent Saith he hath Known the Complainant 6 Years and the Defendant 10 Years or thereabouts

To the Eighth Interrogatory this Deponent saith that Vendapah the Complainants Dubash and the Defendant Andrapah did come to him as he was at the Sea Side about 3 Year Since and asked him if he knew whether the Sum of 40 Pagodas was or was not paid to the said Vendapah by the said Defendant that the Deponent Replied he did not know that 40 Pagodas was paid but only saw Andrapah pay the other 20 Pagodas by Monja Boye House about a Year before the Period in which this Transaction passed Further the Deponent Answereth not to this

Mayors Court at Madrespatnam

Between Chitty Mootia Chetty Complainant and Sydapet Andiappah Defendant

Depositions of Witnesses taken on the part of the Complainant before the Examiner in the Court as follows viz.

Mootia Chitty of Madras Merchant Aged upwards of Twenty years produced on the part of the Complainant sworn on the 4 Day of April 1767 before Me William Caswell Attorney for the Defendant by Consent to be Left a Note of the names & places of the said Deponent & of the Witness & Examined Separately as follows viz.

To the first Interrogatory the Deponent saith that the Defendant Sydapet Andiappah is Indebted to this Deponent in the Sum of Pagodas Twenty Thousand & upwards

To the Second Interrogatory the Deponent saith that he was present when the same was lent & Mundel Ramah at the Desire of the Defendant & the Defendant asked the said Mundel Ramah if he knew how much had been paid to Vendapah Comply Pagodas & Mundel Ramah replied in answer he knew that only 2 Pagodas was paid to the said Vengapah & the Deponent saith the following is the Deponent & Mundel Ramah

proceeding day in all things Answering that the said Vendapah Chitty called on the Deponent to Witness what he should the said Mundal Ramah declare & the Deponent further saith not to this nor to the Last Interrogatory

Henry Cranford

Examined

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in certain Cause Now Depending and at Issue in the Honorable the Mayors Court at Madrespatnam wherein Richard Holland by his Attornies Thomas Pilling and John De Faria is Complainant and Sydapet Andiappah is Defendant

To Sydapah

1st Did You or did You not at any time in or about the Month of March in the present Year of our Lord One thousand Seven hundred and Sixty Nine or at any other time or times Ask the Defendant any Question or Questions or Say any thing to the Defendant about a Sum of Twenty Pagodas or any other Sum of Money in Question in this Cause If Yea What Question or Questions did You so Ask the Defendant or what did You Say to the Defendant about the same & what Answer or Answers did the Defendant give You thereto or what did He say about the same? The whole of those Matters according to the best of Your Knowledge Remembrance Information and Belief begin there with the Person of our

4th

to Yogapah 2 Did you did not Yogapah the Complainants
Conceipaly at any time or about the Month of March
in the present Year of our Lord One thousand Seven
hundred & Sixty Nine or at any other time or times Did
the Defendant any Questions or Questions or Say any thing
to the Defendant about a Sum of Twenty Pagodas owing
Sum of Money in Question in this Cause? If Yea, what
was or Questions did the said Yogapah or Did the Defen-
or what did he Say to the Defendant about the same &
Did what Answer or Answers did the Defendant give thereto
or what did he Say about the same? Was You or was You
not present & did You or did You not hear what passed
the said Yogapah and the Defendant on that Occasion
whole of these Matters According to the best of your
Remembrance Information and Belief & set them out at
Length & Answer of each Your Belief fully & particularly

John Taylor
Attorney for the Compl

Mayors Court at
Madraspatnam

Between Robert Holford Esq
his Attorney Thomas Pelling & John D
the Complainant & Yogapah Defendant

Deposition

of the Complainant was on the 2 day of April 1769 shewn at the
Office of Mr William Cromwell Attorney for the Defendant by
Concepah 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 follows viz

To the First Interrogatory this Deponent Saith about three
Weeks ago Meeting with the Defendant Bears the Christian Bazar
he asked him that as he had found out the Mistake of a Sum
of 20 Pagodas which he had formerly Erroneously charged the
Deponent with having Received out of a Merchant whom
it was paid to, how he the Defendant could or would give an Acct
of it to the Mayors Court, And still owed the said Sum of 20 Pago
to the Mayors Court, And this Deponent the said Defendant
so having been Served by this Deponent the said Defendant
Replied and Answered that he did not give an Account into the said
Court of these Payments of 20 Pagodas each to this Deponent, but
only of One, And Yogapah having shewn by this Deponent
both him & Witness what the Defendant had said to him
as above, And further he deposeth not to this nor to the Last
Interrogatory

Henry Crawford

Examined

Mayors Court at
Madraspatnam

Between Robert Holford Esq
his Attorney Thomas Pelling & John D
the Complainant & Yogapah Andiapah Defendant

Deposition of Witnesses taken in this Cause by

thereabouts being Produced as a Witness in this Cause
the part of the Complainant was on the 3 day of April
shown at the Office of Mr. William Cranwell Attorney
the Defendant by Canagopah who left a Note of the
To the said Plaint of abode of the said Deponent and after
on the same day being Sworn and Examined deposeth
To the first Interrogatory this Deponent saith he doth
the Complainant 8 Years, and the Defendant 18 Years
thereabouts
To the third Interrogatory this Deponent saith that
Months of April and September 1766 Vindapah Dubash
the Complainant in this Cause did sell some Rice
on April he sold him 100 Pags at the rate of 196 Pagodas
Garse and in September 120 Pags at 78 Pagodas
that to the three Quantities were sold on Account of the
Garse Paid as his Property of which the said Vindapah
in favour the Defendant That Vindapah agreed to
and that the Defendant did promise to give him
Custom of 2 Fanams on the Pagoda on the Rice he sold
him, but he was not present at the time the Defendant
made the said Promise and Knows the not what Profit
Particular between Vindapah and the said Defendant
Deponent further saith not to this Interrogatory
To the Seventh Interrogatory this Deponent saith
Vindapah sent for him to his House and asked him
that the said Sum of 20 Pagodas had been paid to the
Deponent That Cotha Iva and Vindapah then asked him
by whom it was paid, to which the other replied Cyane
Mundal Ramah, who had paid the Deponent 40 Pagodas
in two Payments of 20 each That then the Deponent and
Vindapah as well as the Defendant went in quest of the said
Mundal Ramah to the sea Side, where having found him
he was questioned Concerning the Same he had paid to the
Deponent on Account of the Defendant, he replied he had
paid him only the Sum of 20 Pagodas once on that Account
and Swore the Deponent saith not to this Interrogatory
To the tenth Interrogatory this Deponent saith that the
Sum of six Pagodas was paid by the Defendant to a Black
Merchant by name of Vindapah Abammah died in January
1767 and the same was paid on the said Vindapahs account &
not Concerning any Account Relative to the Complainant
Further the Deponent saith not to this nor to the Last
Interrogatory

Henry Crawford

Examined

Interrogatories to be Administered to such Witnesses as
shall be Produced Sworn and Examined on the part and behalf of
Sydapet Mudapah of Madras Inhabitant in a Certain Cause
depending in the Court of Chancery before the Honble Thomas Pelling & others Esqrs

Scall the Witness 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 Before

To Nunjeah Baker 2d — Do You know or Do You not know of whom the Defendant purchased the Premises mentioned in the Bill of Complaint if You of whom by Name and what Quantity did each Sum or Sums and when and where? Did you or Did You not at any time or times pay any Sum or Sums of Money to Jugapah Verdapahe Conicoply if You on what Account and what Sum or Sums of Money and when? Do You know or Do You not know whether the Defendant did sell the said Verdapahe any Rice that is due to the Complainant at any time or times if You on what Account? Do You know or do You not know whether the said Verdapahe is not indebted to the Defendant in any Sum of Money on Account of rice bought of the Defendant if You what Sum of Money the whole You know touching the Premises from the Beginning to the End fully and particularly Set forth

To Gulzaur & Mudhoo Ramnah 3d — Did You and Verdapah purchase any of the Complainants Rice if so did You not of Your own Power Privity and what Quantity and when and where? Do You know or Do You not know whether the Defendant did sell the said Verdapahe any Rice that is due to the Complainant at any time or times if You on what Account? Do You know or do You not know whether the said Verdapahe is not indebted to the Defendant in any Sum of Money on Account of rice bought of the Defendant if You what Sum of Money the whole You know touching the Premises from the Beginning to the End fully and particularly Set forth

Conditions did he say he had sold the same this whole You know touching these Transactions fully truly and particularly set forth

To Chitty Lingah 4th — Do You know or Do You not know of Chitty Durrah if Your late Servant did receive any sum of Money from the Defendant on Account of Verdapah if You what and when and what Sum of Money Due

To Mundellah Ramnah 5th — Did You or did You not at any time pay to Jugapah Verdapahe Conicoply any Sum or Sums of Money if You on what Account and what Sum or Sums of Money fully & truly set forth

To Jugapah Conicoply 6th — Did You or did You not come nine or ten December One thousand Seven hundred and Sixty Six Persons from the Defendant one hundred Pagodas at two different times if You on what day or days did You receive the same and on what Account Did or Did not Mundellah Ramnah pay You at Anjar Bays house any Money for the Defendant on Account Verdapahe Dealings with him if You what and what Sum of Money the whole You know touching these Matters from the beginning to the end fully truly & particularly Set forth

Scall the Witness 7 — 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 touching the Premises of your Knowledge or Belief

William Farrell

Mayors Court at
Madrasapatnam

Between Robert Hilsford
his Attorney Thomas Pilling and Sylas
Complainant and Sylapah
Defendant

Depositions of Witnesses taken on the Com
and before the Examiner in the Court on Saturday
Ninapah of Madras Cuniceply Gentoo 2 Years
being produced as a Witness in the Cause on the part
was on the 21st day of April 1769 sworn at the Office
Sylas Attorney for the Complainant by Cannapah
of the Name Title and Place of abode of the said Deponent
Affirmation on the same day being sworn and Examined by
follows viz

1 To the first Interrogatory the Deponent Saith he
this Defendant 15 Years but he is Ignorant of the

2 To the second Interrogatory the Deponent saith he
in this Cause being entitled to Some or some of Part
to Demanded of him at the Prices now the Cha
being with the said Defendant for that purpose
to him and Offered him the sale of some Rice
by Vedagaph and then where that Vedagaph
and that his Share thereof was about two Cans

did buy the said two Garces of Rice of Vedagaph, which was
about 3 Years ago, but at what Rate this Knows not — That he
the Deponent paid to Tragapah Vedagaphs Cuniceply Sowr
Swr at different times, on Account of the Defendant and by
his desire, for the Abovementioned Rice the two Last Payments
more of 50 Pagodas each, but the two Last he cannot Exactly
November Last believes were 30 and odd Pagodas together, part of
which he paid to a Peon by the said Tragapahs desire — That
7 or 8 Months before this Transaction, the Deponent Saith
he heard, that the said Defendant did Purchase a Garce of Rice
of the Complainant for 46 Pagodas, but he does not Know whether
the same, or any other Rice was ever Sold by the Defendant to
Vedagaph — That Vedagaph brought the Defendant a Parcel
Containing some Jewels which he desired the other to Mortgage
or Pawn for him for 60 Pagodas and which to this Deponents
Knowledge the said Defendant did, and he hath since heard
that Vedagaph Redeemed the said Mortgage with the
Principal, but the Interest on that sum he heard the
Defendant Say, he was still indebted to him for — and the
Deponent without Further to the same to the Last Interrogat

Sworn

Henry Crawford

Examiner

Mayor Court at
Madraspatnam

Between Robert Holford Esqr
Attorney Thomas Pelling & John Lyke
Complainant and Sydapett Andrapah
Defendant

Depositions of Witnesses taken on the Cause
before the Examiner the Court as Followeth

Colom Mootu Ramah of Madras Merchant
Gentoo Native Inhabitant aged 48 Years
on the part of the Defendant was on the 25th day of
at the Office of Mr John Lyke Attorney for the
by Cannapah who left a Note of the name Title
abode of the said Deponent and afterwards on the
Same and Examined Deposeth as Followeth

To the first Interrogatory the Deponent saith he
the Defendant 8 Years but hath no Knowledge of the

To the third Interrogatory the Deponent saith he
rowah his and Partner James Maxwell the said
Partnership by name of Mot.r Pelling and Co
of them all Sums by of Rice which they all did
78 Pagodas the Sum the Deponent saith he has
Rice amounts to 130 Pagodas

Defendant, but that he of the Deponent heard from others
that he had done it, for a Profit gain of two Pagodas — further
the Deponent saith not to this nor to the Last Interrogatory

Henry Crawford

Examined

Mayor Court at
Madraspatnam

Between Robert Holford Esqr by his
Attorneys Thomas Pelling & John Lyke
Complt & Sydapett Andrapah Defendant

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

Chitta Singa of Madras Merchant Aged 47 Years
or thereabouts being produced as a Witness on this Cause on the
part of the Defendant was on the 2d day of May 1769 thereon
at the Office of Mr John Lyke Attorney for the Complainant
by Cannapah who left a Note of the Name Title and place of
abode of the said Deponent and afterwards on the same day
being Sworn and Examined deposeth as Followeth

To the first Interrogatory this Deponent Saith he hath
known the Defendant 30 Years but hath no Knowledge of the
Complainant

To the Fourth Interrogatory this Deponent Saith he does
not know whether his late servant Cullaty Peroomdavy Some

said Deceased Estate by the Proper Course of Law and Equity
a Certain Account be made Perfect, wherein the
is Made Defendt Debtor for any Sum being Part of the said Estate
on Account of the aforementioned Undapatchy Sadasa
Defendt answer the same to the Best of
Henry Cramford
Examined

Mayors Court at
Madraspatnam

Between Robert
his Attorney Thomas Pilli
Complainant and
Undapatchy Defendant

Depositions of Witnesses taken on the
before the Examiner in the Court as follows the
Mundella Ramah of Madras Pedd
Years an Inhabitant being Produced a Witness
on the Part of the Defendant was on the 15 Day
thereof at the Office of Mr John Sykes Atto
Complainant by Canagapah who left a Note
Settled Place of abode of the said

not pay any Money to Tragapah himself but was Present
when Undapah the Defendant in this Cause paid the said
Tragapah, who is Undapahs Concierge, the Sum of Twenty
Pagodas, but on what or whose Account this Deponent Saith
he does not know, and further Deposeth not to this nor to the
Last Interrogatory

Henry Cramford
Examined

Between Robert Hellsford by his
Attornies Thomas Pelling and John Dellis
Complt and Defendant Undapah Defendant

Depositions of Witnesses taken in this Cause by and
before the Examiner in this Court as followeth
Tragapah of Madras Conciergly Aged 56 Years or
thereabouts, being produced as a Witness in this Cause on the
part of the Defendant was on the 20th day of April 1769
sworn at the Office of Mr John Sykes Attorney for the
Complainant by Canagapah who left a Note of the Name
& Place of abode of the said Deponent and afterwards
on the same day being Sworn and Examined Deposeth as
followeth
To the first Interrogatory this Deponent Saith he hath
known the Complainant 4 Years, and the Defendant 10

in the Month of December 1764 the Defendant in this
did pay him by the hands of Messrs. his Convey
hundred Pagodas in two Payments of 187½ Pagodas
last on what Specialties days and that Over the the
does not now Remember, that one of the said Payments
was Made on Account of Captain Holford the
in this Cause and the other on that of Sundapa
that same time before the above Summons
Deponent he will be owing 20 Pagodas
Complainant that this Summons did come
Henry but the Complainant Brother that on the last
Mandate Remark did the same to being Sick &
then together with this Deponent depart
to the Last Interrogatory

Henry Cranford

Examined

Mayors Court at Madraspatnam

Tuesday the 15th day of Augst Anno Domini 1769

Present

Edward Stracey Esquire. Mayor
Peter Manille John Debonnaire
Alexander Davidson Aldermen

Between Robert Holford of Tranquebar Merchant by his Attornies Thomas Pelling and John Dickens of Fort St George Merchts Complts and Sydapet Andiappah of Madras Madras 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 Rejoinder The Interrogatories & Depositions on the part of the Complainant with Copies of 2 Accounts Current annexed, The Interrogatories & Depositions on the part of the Defendant, On hearing the Pleadings made Use of by the Attornies & on due Consideration had thereon, It Appearing to the Court that the Complt has brought Sufficient Proof of the justness of his Demand, This Court doth therefore think fit to Order and Decree that the Defendt shall

Read and Filed
22 August 1769

Smyth

To the Honble the Court at Madraspatan

The Humble Petition
of [illegible]

That Thomas the Officiating
this Honorable Court to Grant Your Petitioner
of Mr Henry Crawford Your Petitioner has
proper he may be Appointed to Succeed
Which he Promises to Discharge with the
and Fidelity and Your Petitioner will

To the Honble the
Court at Madraspatan

Read and filed
22 August 1769

Smyth

The Humble Petition
of [illegible]

That Your Petitioner being
the Office of Common to the Honorable
hopes for Your

of the Court, that will the Consideration
And Your Petitioner as in duty bound
Shall Ever Pray

Read and Filed
22 August 1769

The Members of the Mayors
Court at Madraspatanam

Gentlemen

Understanding that the Place of Examiner
of the Court is now Vacant by the Resignation of Mr
Crawford, I beg leave humbly to offer myself as a Candidate
for the same, and if the Little Knowledge of the Country
Language which I have already attained, and which hereafter
I shall think it my Duty to make more Perfect enables me
to Execute it to Your Satisfaction I shall think all my
Labours well Bestowed

Fort Saint George
the 29th August 1769

I remain
Gentlemen
Your Most humble Servant
Wm Chambers

Read & filed
9th March 1769

To the Worshipful the Mayor
Court at Madrasapatnam

Humble Complaining Sheweth

Unto Your Honorable Court Your Orator Edmund Edmunds of Madrasapatnam Merchant that Captain Edmund Pascal Commander of the Honorable Company's Ship of Charge lyeth at Anchor in the Gulf of Bengal in the Road of Pegu as Consignee of Messrs Edmund Edmunds & Co of Madrasapatnam aforesaid Merchants Owners of the Ship Prince George now lying at Anchor in the Road

Rendered fifth
8th May 762

The Answer of Edward Paul
late of Fort St. George in the Country of the
United Company of Merchants of England
Trading to the East Indies

This Defendant reserving to himself all and all manner
of Benefit and Advantage of exception to the many Errors
Uncertainties and Insufficiencies in the said Bill contained
Answer thereunto or unto so much thereof as this
Defendant is advised is Material for him to make
this Defendant Answereth and saith that he hath
been Credibly informed that the Complainant
the said Robert Thomas is dead and that
Letters of Administration of his Effects were
Granted by the Prerogative Court of
this Realm to the Complainant Mary Thomas

This Defendant admits that he was
duly Retained and Employed by the said Robert
Thomas in the Month of June one thousand
seven hundred and fifty six as Counsel
in matters between the Defendant and the
Complainant and that he hath received
Instructions for the Defence of the Suit
Account for the Complainant in the Answer
the Complainant

the Complainant should have Omitted to Charge their
Defendant for a larger sum as five hundred Pagodas but it
will further appear upon Inspection of the Debtor side
of the said Account their Appears a Sum of Three hundred
Pagodas debited to this Defendant Under date of the Seventh
of July One thousand seven hundred and fifty five Paid to
Mr Carnac at Which time this Defendant was at Fort St.
David Now in Order to Induce this Honorable Court to believe
that this Sum is the same Now Demanded of this Defendant
this Defendant begs leave to say that the sum then Borrowed
of the Complainant could not be Received by this Defendant of
the Complainants whereas the sum Made up But must
Certainly have been Received by some third Person and as a Corroborating
Proofs of this Defendant saith that the Complainant
have never to this day Shewn them any other Vouchers for the
Payment of the said Sum of Money to Mr Carnac which this
Defendant has a Right and Law to Demand of them Neverthe
Proof that the same was Demanded have been Discharged
This Defendant Alledges that he is Possessed of a Note of hand
of the sum of fifty Pagodas to this Complainant which has
been duly Discharged by this Defendant & is of a Much date
Later date from all which this Defendant Presumes that Payment
of the said Demand of the Complainants

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

Port St George
January 1757

Dear Sir

I wrote You Yesterday under the Date of the 26th Inst. Since which I have received Your Favour of the 26th Inst. Inclosing a Bill of Exchange for £200 which I have accepted and shall duly honour. I am glad to find that the Account I sent You of the Sale of my Cargo was agreeable to You. I have now the Pleasure to inform You that the Ship is entirely unloaded and ready to take in her Lading. I have also the Satisfaction to acquaint You that the Cargo is arrived in very good Order and Condition, and that the Sale of it will turn out to my Advantage. I am in Hopes to be able to get away from hence in the Course of the next Month, and shall therefore be glad to receive Your Instructions as soon as possible, that I may govern myself accordingly.

I am Dear Sir Your most obedient Humble Servant Edward Edwards

Capt. Edward Peal

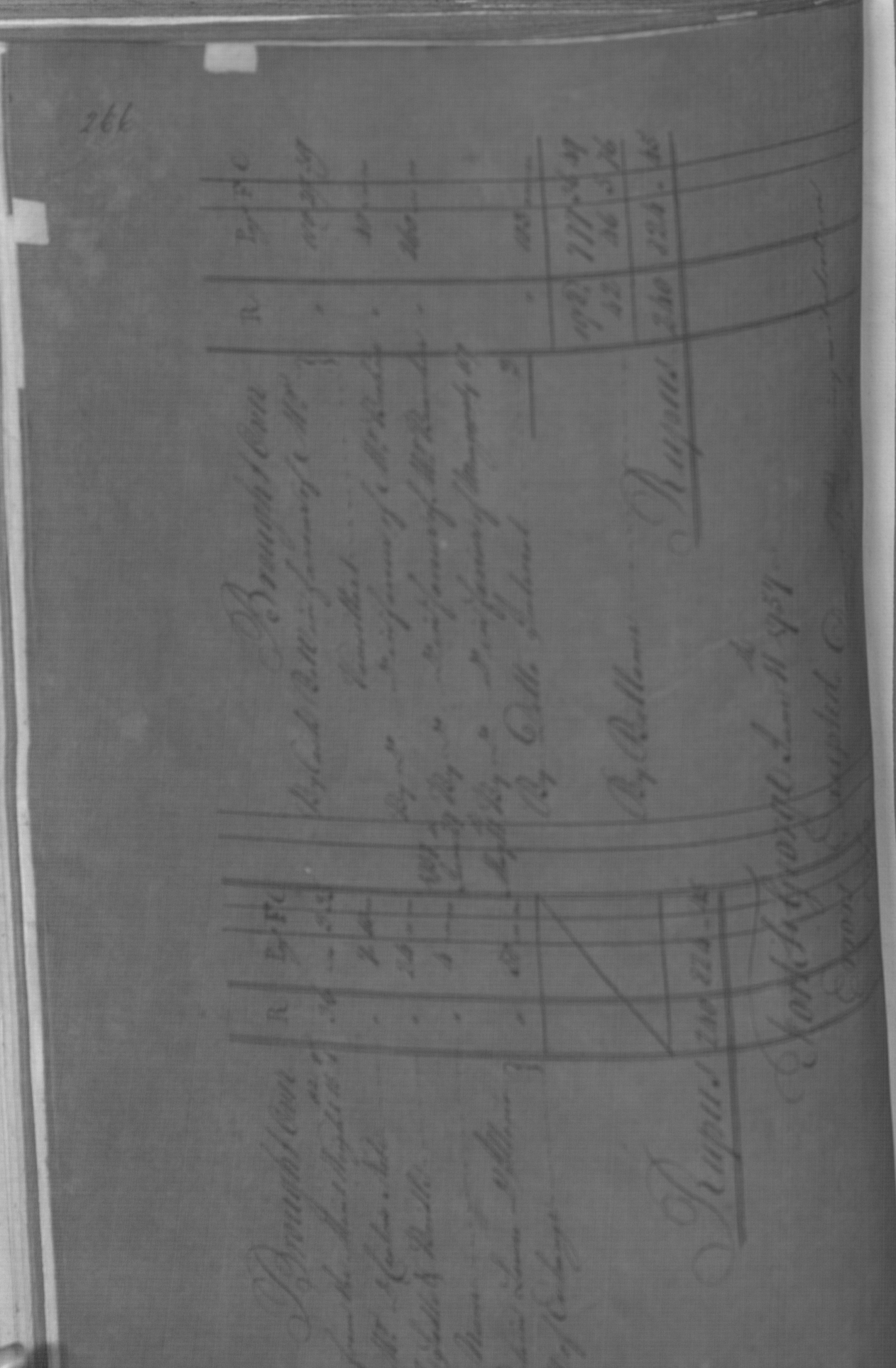
265

R	P.	F	C
"	10	"	"
"	6	"	"
"	6	3	"
"	20	"	"
"	"	3	"
"	"	"	"
"	200	"	"
"	"	"	"
"	13	9	"
"	10	"	6
"	"	"	10
"	"	"	2
"	"	2	"
"	25	26	"

Carried Over

R	P.	F	C
"	160	"	"
"	20	"	"
"	"	"	"
"	10	"	"
"	3	"	"
"	2	"	"
"	3	2	"
"	4	24	"
"	4	18	"
"	10	"	"
"	1	24	"
"	"	"	"
"	50	22	"
"	"	"	500
"	"	"	"
"	2	"	"
"	10	"	"
"	"	"	"

Carried Over



Read and Filed
15th April 1769

The Replication of Chippenham and Chilly of Madras Merchant Administrators to the Estate and Effects of Edward Edwards Late of Fort Saint George Merchant Deceased to the Answer of Edmund Pascal Esqr Late Servant of the Honble East India Company on the Coast of Coromandel

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 Undue the Insufficiencies and Imperfections in the Said Answer Contained for Replication thereunto Saith that He will Aver Justify Maintain and Prove the Bill Exhibited by the said Edward Edwards against the Defendant at this Time 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 in the Law for this Replyant to reply unto & this Replyant further Saith that what the Defendant has in his said Answer Alleged Regarding the Obligations and Account of which the said Edward Edwards Exhibited his said Bill of Complaint Against the Defendant does by no Means Demonstrate that the Account thereof which is Five hundred Pagodas many

Appear to this Honorable Court that the said Sum of Five hundred Pagodas still Remains Undischarged & this Repl[t] humbly hopes this Worthy Court will Be Pleased to Decree the Defendant to pay the same to this Replygant as Admin[x] trator to the Dec[d] Edward Edwards as aforesaid With Costs of Suit

All Which Matters and things this Replygant is Ready and Willing to Verify Maintain and Prove in such Manner & Form as this Honorable Court Shall Direct and Most humbly Prays as in and by the said Bill of Complaint is already Prayed

John Sykes
Attorney for the Replygant

Dear Pascal Fort St George 23 June 1730

Had the favor of Yours and Perused Your Draught to Mr Edwards who has Accepted of it but was Uncertain whether I ought to write to You, as I know not Your late Ordered Thither

I Wrote to Jack Cornelle to send Word hither If first Opportunity what Liquor Chint &c also the Remainder of the Piece of Scarlet Silk Dimitty if this reach You Pray Tell Him Would to Be that Assembly as Jack Cornelle is on Board Your Most humble & obed[t] Servant

Fort Augustus 7th July 67

Dear Lascall

I Write to You once since we Parted
Will and Send by first Opportunity that
I get Some Cash and other things for Sale at
Town of Your Money I Sended Mr Innes
Last but I have never Heard if He Received
at Fort St David

The Sloop is Ordered Her to
Provide Some Mr Edwards 500 Pagodas
Bought Last June You for that Purpose
What will be Remaining over
After Every Thing with the Answer I Sent
with Some about I Shall Shortly Send the
Answer that I May Receive

Farewell
Send and Shew
Yr Friend

Capt Lascall

Rec'd and Filed
17th May 767

hereafter Leaving and Reserving to himself all Manner of
benefit and Advantage of Exception to the many Errors Uncertainties
the Uncertainties imperfections and insufficiencies in the
said Replication Contained Saith that the Answer of the
said Defendant and all and Singular the Matters and things
therein Contained are Certain true and Sufficient in the Law to
be Replied unto And the Defendant for further Rejoinder saith
that he does not stand indebted to the said Cheppermal Chitty as
Administrator to the Estate and Effects of the said Edward
Edwards for the Reasons before by the said Defendant in his
Answer given And the said Defendant further saith in
Answer to the reply of the said Cheppermal Chitty in that the
said Cheppermal Chitty will not allow of the Reasons assigned
by the said Defendant that he is thereby of an Opinion that
What has been alledged by the said Defendant in his Answer
Certainly Demonstrates that all Accounts till the day of the
date of the Account Current annexed to the Answer were Settled
and Adjusted and that all and every the Vouchers upon which
the Account Current was should have been Produced & Cancelled
and Notwithstanding the said Defendant Neglected saying
Edward Edwards ought in Equity and
Justice to have done so and the said Several Vouchers to the said
Defendant in the said Defendant was in the Country and his
Duty and Leave thereof Immediately this Accounts to the Said
Mr Edward Edwards in his Life time & for further Answer to
the Reply of the said Cheppermal Chitty in that the Reply
said Cheppermal Chitty is not true that this Defendants Answer is

that the Sum of Three Hundred Pagodas thereon be
paid to Mr Cranmer as the same Sum for that
the Commissioners considered that the said Defendant
Defendant acquitted Captain Carnac of the Charge
for the Receipt of the 300 Pagodas now in dispute and
said Receipt must have been given by the said Defendant
said Captain Carnac and by him left in the Hands
Edwards the Original Complainant in Trusting for
Three hundred Pagodas the appositum appears
from a Letter Council of Capt Carnac to the said
Hundred and fifty Six wherein he writes to
Hope Dear Powell &c. Then shows to Advise
Council from Mr Edwards Three Hundred Pag
to the Brought Suit from You for the purpose
that from the Sum Mr Edwards owes to
said Receipt in dispute the Defendant would
the said Defendant a Defendant that should
Compromised in the Suit Note subjected
Two Hundred Pagodas and also the
long Prof that Mr Edward Edwards
shall make up the Amount Considered

Read
19th

and by the said Defendant annexed to his Answer, & how than
this Receipt in dispute, and induced the Original Complainant
Mr Edward Edwards never produced this Voucher for the Three
Hundred Pagodas charged on the Debit Side of his Acct
Current as paid to Captain Carnac, which in fact ought to
have been done or cancelled by the Original Complainant. All
Which matters and things the said Defendant is ready and
Willing to Verify & Maintain and prove in such Manner
and Form as this Honorable Court shall direct and humbly
prays as in and by his said Answer he hath already prayed

Chas Boomley
Attorney for the Defendant

Mayors Court at
Madraspatnam

Tuesday the 3d day of September
Anno Domini 1765

Present

L.S

Anthony Sadlier Esquire. Mayor
Peter Manille — Reynold Adams
Arthur Cuthbert — and John Holland
Aldermen

Betsworth Edwards Edwards
Madras Merchant Complt
and Capt Edmund Powell
ondent of the Honorable
Servants of Christchurch

This Cause coming on to be heard
this day on the Summons of the Attorneys on both
the Complainants Bill with the Note of hand and
Defendants Answer with and thereunto annexed
demand The Bill of Revivor the Replication
Two Exhibits on the part of the Defendant no
pleadings Depositions of by the Attorneys on both
which had thereon Happening to the Court
length of time which Expired Before the
of that on which the Complainant ought to
the Same this Cause Coming on this day
Said Summons Mentioned Note of any part of
Account Current between the Complainant and
Stated from 9th April 1755 to 29th January 1758
the Defendant Among the Papers of which
been paid The Court are of Opinion that the
been discharged

Defendants being at the time he Executed the Note of Hand
at Fort Saint David and Consequently the Money must have
been paid become their Property on his Account, and the time the
Money was Received by Mr Cormack Agreeing exactly with the
Date of the said Note, and Which Mr Cormack swore was
a mistake to have called a Draught and Particularly the
Complainant has not produced the Draught mentioned to
be paid by him This Court doth therefore think fit to
Order and Decree and doth Accordingly Order and Decree
that the said Note shall be cancelled and that the Complainants
Bill shall stand dismissed with Costs

J Hunt

Court of Appeals at
Madraspatnam

Friday the 18th August 1769

Betsworth Chippenham and Chitty
Administrators to the Estate and Effects of
Edward Edwards Appellants and Edmund
Powell Respondent

This Cause coming on this day to be heard
and debated before this Court by the Attorneys on both
sides upon hearing the Petition of Appeal and Answer

this Common Sunday the 7th day of September. Anno
Domini 1767 and upon the Consideration had of
Matter therein Lawfully Exhibited and of the Plea
Agreement duly by the Attorneys in the Cause
Court doth think fit to Order and Decree
Accordingly Order and Decree that the Decree
the Mayor Court wherein the Cause is depending
that the Appellants Petition be dismissed
Additional Costs

Read 2d Feb
15th December 1767

To the Right Honble the
Court of Admiralty

Humble Complaining Shew
Honble Court Your Orator Cow that of Fort
Merchant That Whereas Your Orator by
the Month of January last Purchased from
Madras Merchant Four Candy of Sweet
shall Hereby acknowledge Have Received

Orator gave for paid to the Said Nainah Chitty Two Pagodas and
a half. And Your Orator further Shews that in Pursuance
of the said Agreement Your Orator Imagined that the said
Nainah Chitty would have Delivered the said Iron to Your
Orator Immediately as Wrought to have done Your Orator did
therefore Dispose of the same for thirteen Pagodas Candy to
be Delivered to the Person to whom your Orator sold the
same upon Your Orator Receiving the same from the said
Nainah Chitty according to the Said Agreement But the
said Nainah Chitty refusing or Neglecting to Deliver the
said Iron to Your Orator Obliged Your Orator to Forfeit the
the said Agreement which He made with the Person to
Whom He has Sold it as aforesaid and to Compromise
that Matter in a Disagreeable and Disadvantageous
Manner whereby Your Orator Sustained a Loss of Two
Pagodas and a half upon every Candy Amounting in the
whole to Twelve Pagodas and a half And Your Orator
further Shews unto this Honorable Court that He
hath Severally and in a Reasonable manner applyed
to the said Nainah Chitty and Requested Him to Perform
his said Agreement by Delivering unto Your Orator the
said Four Candy of Iron But now so it is May it
please this Honble Court the said Nainah Chitty Obstinately
and willfully refuses to Comply with such Your Orator's just
and Reasonable Request Or to give Your Orator any Manner

Prays a Genl Writ of Subpena to the Middle Court of
appeals against the Said Company & the Answers of
thereof that the said Nicholas Chetty may upon
Oath fully true direct and perfect Answer make to
Singular the Matters & things herein before
and Alledged as fully truly and Effectually to
Said Prayers as if the same were there again
particularly Interrogated and that the
Defendants Your Orator the said Nicholas Chetty
may all Costs of the Suit

May it please the
becomes the said Nicholas Chetty to be Summoned
by the Sheriff of Fort St George Court of Mad
and the Defendants thereof personally to Appear
this Honorable Court at certain time and p
this Honorable Court prefixed and appointed
them to stand to and abide by and Obey
thereas to this Honorable Court shall

John Sy
Attorney for the

Rec'd Feb
26 January 1763

The Answer of Nicholas Chetty

Saving and Reserving to himself all and all Manner of
benefit and Advantage of Exception to the many Errors Uncertainties
imperfections and Insufficiencies in the said Bill of Complt
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 Answers and
Saith that some time in the Month of April last which
was in the Year of our Lord One thousand seven hundred
and Sixty seven, this Defendants Partner Cundapah
purchased by Publick Outcry at the Sagar from the Honble
Company One Lakh of Arcot Consisting of five Candys at the
Pagodas 55 Candy, that this Defendant a few days after the
said Purchase was made as aforesaid came home into or about
the Month of June last in the aforesaid Year having Paid
the Complainant at the Sagar, and by Means of a Bill drawn
& by the Consent of his said Partner Prepared to dispose of
the said five Candys of Arcot to him at Ten Pagodas and
a half 55 Candy of which the said Complainant Accepted
and had to him drawn a Memorandum of both this Defen
and said Partners Names, On Condition the Complainant
was to Procure the said Grant of Mr Whitehead the Subston
here to the said Honble Company whereby he might the
cumb off paying him for it at the same time as the the
Rate of Ten Pagodas to every Candy, being the Rate this
Defendant purchased the same As aforesaid, and to allow

Absolutely Sworn to have ever Promised the Complt
to deliver him the said Goods immediately after
Defendant had sold the same to them or to have
the said Sum of two Pagodas and a half over
Bargain or in part Payment of the Amount
Sum as is in fully set forth by the Complts
said Bill of Complaint but that the said
Pagodas and a half was intended by the Compl
Paid by the Defendant in manner Condes
a Profit of half a Pagoda in every Candy of
And the Complainant was to pay for the
himself And Paying the sum of Mr Wais
Pagodas Candy the Rate the Defendant
purchased the same from the Honorable Com
aforesaid as by what follows after reference
the Honorable Court of the Magistracy of
Demurr against the Defendant for
the Complainant had purchased of the
said Goods Candys of Long Staple
to go with the Goods to Mr Waistcoat
hein of the said purchase & promise to pay
the said Goods Candys & then under the
Mr Waistcoat

Immediately after such Payment made to the said Mr
Waistcoat in Company with the Complainants said
Dubash and Requested of him to deliver the said Goods
this Defendants Partners Purchased from the Honorable
Company to Mr West the Complainant as he having
Sold the same to him, which the said Mr Waistcoat
Promised doing And Ordered the Complainants Dubash
to tell his Master the Complainant, that he would
Weigh the same off And deliver it to him Within
twenty days time Or as soon as the Multiplicity of
Business he had then in hand on Account of the China
Ships was Over which Message of the said Mr Waistcoat
the Complainant duly Received and fully satisfied
therewith and thereby two days after paid this Defendt
the said Profit of two Pagodas and a half, Yet Notwithst
standing all which this Complainant about Forty
or Forty four days after he had so paid this Defendant the
said Profit of two Pagodas and a half and totally
Discharged this Defendant from all Incumbrances
Regarding the said Goods he having sent for this Defendt
And told him that he had been to the said Mr Waistcoat
for the Goods but he had not been able to procure it from
him and Requesting this Defendant would go to Mr
Waistcoat for the delivering thereof, of which this Defendt
Refused going As he this Defendant did not think himself
Obliged to do any thing further than what he had

And as Ever the said Mr Westcott had Refused to
to this Replyant Accordingly it would have been
the same as if the Defendant had Refused to
Replyant would have been Equally Subject
Upon this Replyants Applying to the Said
sometimes afterwards for the Delivery of the
Mr Westcott told this Replyant that he
therefore could not Deliver the same to this
fulfill the said Bargain with the Defendant
And this Replyant being Assured that he
should have the same from the said Mr
from the Defendant and therefore that he
the said Mr Westcott to Deliver the same to
and Promise to Deliver it to him as aforesaid
Bargain but meant to Delay & to this
Instead of the Defendant by way of fulfilling
Bargain with the Defendant this Replyant
Obliged to have Recourse to the Defendant for
And the Defendant Refusing to Deliver the
this Replyant Hath been Under the Necessity of
his Said Application to this Honble Court to
to fulfill his said Bargain with this Replyant
this Replyant further Saith that Notwithstanding
Three Copies Duly Stamped this Replyant
to the said Defendant on Account of the said

Read and Filed
8th March 1768

Saith that as far as this Replyant can Recollect or the
Defendant has Saith or can Say in this said Answer But this Replyant
Saith that in Case the said Mr Westcott would have delivered
the said Straw to this Replyant and He this Replyant had
been Properly Discharged from the Amount thereof it would
not have made any Difference to this Replyant Whether He
had paid the Money to Mr Westcott or the Defendant & this
Replyant Further saith that with regard to any other Matter
or thing Saith or Alledged in the said Answer and which
is not herein and hereby Particularly Answered or Replyed
unto this same is very Untrue Evasive 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 Honorable Court shall direct and humbly
Prays as in and by his said Bill of Complaint He
hath Already Prayed

John Sykes
Attorney for the Replyt

The Rejoinder of Nimah Chitty
of Madras Merchant Defendant to
the Replication of James Hunt of Saint
Saint George Merchant Complainant

This Defendant now and at all times

Mary Cowse Executrix and Surviving
the said Replication for Reasons therein
this defendants Answer is Certain insufficient
the Law to be Replyed Unto And this Defe
further saith that the Compltt and Replt
Many Impertinent many Unmeaning Unnecessary
in the Law to be Replyed unto for diverse
Impertinencies therein Contained And that
is so Contrived and made to give more Expence
Maintaining the Sd Bill in this Honble
ledges to have agreed to receive the Sum Cont
Mr Waistcoat the Solicitor Acting in the
and Alledged in this Defendants Answer
Order to Settle this Matter at Controversy
delivered to this Defendant and this Defe
ing it to the Complainant told him that
to this Honble Court totally discharge this
from all Incumbrances Depending the
Discount and full View of the Compla
this Defendant from the said Contract
came with the Honorable Company or from
Bargain with this Defendant or that
bargain with the Company or with
cannot stand and

Made And this Defendant Pleaded their Ignorance and more
particularly so, for the Reasons Alledged in this Defendts
Answer now before this Honorable Court to which this
Defendant Most Humbly Refers this Honorable Court and
Whereby this Defendant Moreover Conceives he is not
Still Answerable to the Complainant For the said Sum
now bound to Fullfill the said Contract with the Compltt
For this Defendant did and can Actually Swear that
after the Complainant had Purchased the said Sum his
Friendship of this Defendant to go to Mr Waistcoat and
Company of this Ausbach, and to acquaint them of the same
And Moreover to tell them the said Mr Waistcoat to
deliver the Sum to the Complainant whom he should
sent For it, And which he this Defendant did and no other
Intent and Purpose / As the Matter in dispute it self was
Sum / than to Relieve this Defendant from the said
Contract or Bargain As Aforesaid, And the Complainant
Might come on the said Mr Waistcoat For the same As
this Defendant had told the Complainant at the same
time that he had no further Business with them, Sent
with the said Mr Waistcoat to which also the Complainant
Consented and Agreed For if the Complainant had not
Agreed with this Defendant in the Manner he had
done, & If the said Mr Waistcoat had not Engaged
himself to Deliver the said Sum to the Complainant As
he had Also done, there Ensued at once the Ruin of this

Arising between this Defendant and the Complainant
in not Sending for his Iron at the time the other
Purchasers Attended the said Mr Washcoat and Desired
the same from him, but had sent for it long after, and
that at a time when no Iron was left the Complainant
could not therefore in Equity come upon this Defendant
for the same, And therefore doubts Not the same will
not Stand Unmaintained. For Notwithstanding the Compts
had Purchased the Iron from this Defendant & not
from the said Mr Washcoat Yet he could have Come
or Obliged the said Mr Washcoat to deliver the same
to him, by Reason of this Engaging himself with the
Complainant in the Manner he had done as before
Related, Provided the Complainant had Sent for his
Iron with Preparation, and of the said Mr Washcoats
Rejecting to deliver the same to him, But not else, or
that the Unlawfull Power the Complainant had
taken on this Defendant to Fulfill the said Contract
Bargain, the same Power the Complainant might
or Could have taken on the said Mr Washcoat to Fulfill
this Engagement if he Chose, this Defendant Meaning
With Submission to this Honorable Court, Cannot help
Repeating of the Complainants Mentioning in his
Bill of Complaint that the Sum of Pagodas two and
a half as paid by him to this Defendant, was paid in on
as an Earnest to bind the Bargain, whereas the same was

Interrogatories to be Administered to and Answered on the Part and behalf of the Complainant in a Cause Depending in the Honorable Court of Exchequer at Westminster wherein [illegible] is Complainant and [illegible] is Defendant

Lord One Thousand Seven hundred and Sixty Seven Purchase from the Defendant in this Cause any Iron If Yea How much Iron did he so Purchase and at what Price and upon what Terms or Conditions did He so Purchase the same & by whom was the same to be Delivered and for what Reason or on what Account & by what Name did the did the Defendant Sell the said Iron to the Complainant give or Advance the Defendant any Money at or about the time of the said Purchase on Account of the said Iron If Yea What Sum and on what Account and on what Account and in what light was the same looked upon at that time? Was or was not Mr Westcott to have Delivered the said Iron to the Complainant If Yea for what Reason and on what Account and by whose desire was He so to have Delivered the same? Did You or did You not at or about the time of the said Purchase apply to Mr Westcott about the Delivery of the said Iron If Yea did or did not Mr Westcott Limit or mention any time for the Delivery thereof Or did He or did He not say any thing particular about it If Yea what time did He so Limit or Mention about it Or what did He so say about it? Did You or did You not at any time afterwards apply to Mr Westcott for the Delivery of the said Iron If Yea by whose Order and on whose Account and how long after the said Purchase did You so apply to Him and what Answer did Mr Westcott Give You or what did He say about the said Iron The whole of these Matters according to the best of Your Knowledge Remembrance Information and Belief as fully

292.

To Mr George Wastell

Answer Circumstantially to the Matters following and severally Declare

A 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 Seven Purchase any Iron of the Complainants in this Cause or either by Yourself or any other Person or Persons by Your Order or Direction for Your Use or Benefit? If Yea How much Iron did You so Purchase And when And by what Name or Names did You so Purchase the same? Did You or did You not at any time Promise and Undertake to Deliver the said Iron to the Complainants or either of them? If Yea what Time was it You so Promised and Undertook to Deliver the same as You Know or believe? Did You or did You not Deliver the same Accordingly? If Yea did You not Demand and Receive Payment for the same? If Yea What Time did You so Demand and Receive Payment? Did You or did You not at any time afterwards apply to the Complainants or either of them for Payment of the same? If Yea how long afterwards and upon what Application was made and what Answer did You then receive? Did You or did You not Deliver the said Iron Accordingly? If not Declare the Particulars thereof and for what Reason You did not Deliver the same

To Mr Edward Corbett

B 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 Seven Purchase any Iron of the Complainants in this Cause and if any How much and what Quantity did you so Purchase of them And at what Price did or did not the Complainants agree to deliver the same to You by Delivering the said Iron pursuant to his Contract with You? If not for what Reason did He not fulfill or Deliver the same Or what in Particular did He Allege was his Reason for not Delivering the same? The whole of these Matters According to the best of Your Knowledge Information and Belief together with the Reasons of such Your Belief fully and Particularly Declare

To all the Witnesses

5th 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 Complainants or either of them Declare the same as You Know Have been Informed or believe together with the Reasons of such Your Belief or Belief

Mayors Court at
Madraspatnam

Between James Mark of
George Merchant Complainant and
Chitty of the same Place Defendant

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

George Maskall of Christ Church Surry Mariner
aforesaid being produced as a Witness in this
Cause on the part of the Defendant was on the 15th of April
at the Office of Mr John Sykes Attorney for the Defendant
by Commands who left a Note of the name
of the said Deponent and afterwards on the same
day being Sworn and Examined deposeth as
1 ..... To the first Interrogatory this Deponent
knows the Complainant Have and hath
2 ..... To the second Interrogatory this Deponent
Deponent did Purchase some Iron of the
the quantity of Iron Purchased was weighed off
the Peice of which Deponent paid Cash at three Months
or Bill for that many other Persons
Iron and Have Peices Number of Iron
Defendant did owe of the Company by the
Company

150 295

him, the Defendant also afserting to what was said
that the Deponent to this Message Replied, he could not have
the Iron until the Dispatch of the China Ships, which
might be in about 20 days when he would deliver it that this
Deponent did deliver Iron to the other Purchasers as demanded
as each came for his share at different times — that the
Complainant also sent his Dubash for his Iron, but so long
after all the other Purchasers that there was no More left in
the Godowns of the quantity which was sold — and more this
Deponent Saith not to this nor to the Last Interrogatory

Geo. Maskall

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between James Mark of Christ Church
George Merchant Complainant and Nanah
Chitty of the same Place Defendant

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

Mungapatty of Madras a Dubash Aged 27
or thereabouts being produced as a Witness in this Cause on
the part of the Defendant was on the 15th April 1768 sworn
at the Office of Mr John Sykes Attorney for the Complt
by Commands who left a note of the name the and Place
of abode of the said Deponent and afterwards on the same
day being Sworn and Examined deposeth as followeth

Mr Rowth on three heads —

To the third Interrogatory this Deponent saith that he
knows of the Defendants Purchasing 5 Candy of Sugar of the
Company at Publick Outcry at 10 Pagodas p Candy and
also knoweth that he afterwards disposed of the said Sugar to
the Company at an Sale at 10 1/2 Pagodas p Candy and
hims at the same time that Mr Westcott who had bid for
Sugar and had the delivering of it would let him have
it — that Two days after the said Bargain was made the
Defendant came to the Complainant and Demanded his
Profit on the Sugar which being at half a Pagoda per
Candy, 2 1/2 Pagodas on the 5 Candy the Complainant gave
him that Sum and Desired him to see that the Sugar
was Delivered to him — that this Deponent did go to
Mr Westcott before the Defendant came to his Master
to demand his Profit on the Sugar by the order of his
Master accompanied by the said Defendant & told
him that his said Master had bought the Sugar of the
Defendant and to desire he would deliver the same
the Defendant did then by his means tell the said
Westcott he had disposed of the Sugar to the Company
and requested he would let him have it that
Westcott replied he could not just at that time
the Sugar being mixed

To the fourth Interrogatory this Deponent saith that
about two days after the time limitted by Mr Westcott
he had orders from his Master the Complainant to go to
he had orders from his Master the Complainant to go to
him and ask for the Sugar he had Purchased of the Defendt
that this Deponent accordingly went and made the demand
to which Mr Westcott replied he had delivered all the Sugar
which was intended to be sold to the different Purchasers
and that no more was left in the Godowns — that he
Acquainted his Master with Mr Westcotts answer who
told him to go to the Defendant and desire him to get the
Sugar that this Deponent could not find the Defendant
till two days after when he acquainted him that he
Master not being able to get the Sugar of Mr Westcott
had sent him to desire he would get him the same
but the Defendant replied he had made the bargain with
and sold the said Sugar to his Master as he this Deponent
well Knows and would have nothing further to do in the
Affair further this Deponent Saith not to this or to
the Last Interrogatory

Henry Crawford

Examined

Mayor Counsel
Rada Spalman

Balmain James Mate of Fort
Saint George Merchant Complainant
and Josiah Chitty of the same place

by and before the Commissioners in the Court as follows

Muddowroyell Veeradachellum of Mad
46 Years or thereabouts being produced as a Witness on
Comm on the part of the Defendant was on the 15th April
Sworn at the Office of Mr Graham Taylor Attorney for
Complainant by Commissioners who left a Note of the
time and place of abode of the said Deponent and of
on the same day being sworn and Examined deponeth

To the first Interrogatory this Deponent Saith
known the Complainant 10 Years and the Defendant
Years or thereabouts

To the fifth Interrogatory this Deponent Saith
hath been told of this Defendant & Purchasing
at the Company's Sales but he does not now Recollect
much the quantity Mentioned may not be
he bought the same — that on Evening
of January last as this Deponent was Walking
made a Bazar in the Black Town he saw
Chitty the Defendant in Discourse with the
Durbach named Mungapatty and on their
Deponent they called to him to come to
them — that the Defendant then asked
Mr Hurst had any money to

immediately sold the same to Mr Hurst for 2½ Pagodas
gain on the whole; and at the desire of Mr Hurst he went
Accompanied by the said Mungapatty his Dubash to
Mr Westcott who had the Management of the sales and there
by means of the said Dubash who interpreted, desired, that
Sum which he had bought might be delivered to the said
Complainant he having sold it to him — that Mr
Westcott Promised to do so but as he was then too busy, he
desired the said Mungapatty to come for the Sum in about
20 days — this Deponent saith that to the Allegation of the
Defendant as above Recited the said Dubash gave a false
and did acknowledge Every Syllable of it to be the truth
End further this Deponent Saith not to this case to the
Last Interrogatory

DONOROO
JOHN MORE

Henry Cranford

Examined

Interrogatories to be Administered to such Witnesses as
to be Produced Sworn and Examined on the part and behalf of the
Defendant in a certain Cause wherein James Hurst of Fort Saint George
Merchant is Complainant and Ramah Chitty of the same Place
Merchant is Defendant

1st To the Witness 1 Do You know the parties Complainant and
Defendant in this Cause if You have long have You

Dr. Mr Muthead 2 ... Did the Defendant or did he not Purchase
the Company Sum or Sum of Yes what Quantity of
Rale, and when and where did he so Purchase the
Was there or were there not several other Persons
Sum of the Company at the same time and place
the Defendant or did he not own of the same to
Company of the Complainants Dubuch, with
from the Complainant, if Yes how long may
May be the Contents of such Message, And
Defendant then till You regarding the
And what was Your Answer made to the Complain
Dubuch and the Defendant towards
did You or did You not some time after
Obtain the loan to the several Other Persons
Purchased them, If Yes how long were
day and Month were You Employed
Person to them, did the Complainant
the send for any Company at the time
had sent for them, If Yes what Time
sent for, And what time and how long were
for them, And who were the Persons or Person
sent, And Yes or did You not Report
time or Times, If

Complt Polly 3 ... Did You know or do You not know of the Defendant
Purchasing any Sum of the Company, If Yes, what
Quantity and at what Rate, did he so Purchase the
same, Did the Defendant or did he not Depose of the
same to the Complainant or to any other Person or Persons
If Yes to whom did he so dispose the same to, And at what
Price in what Manner, And on what terms and Conditions
were the said Sum so sold, And when and where Was such
Contract or Disposal made, And what may be the Contents
thereof did the Complainant or did he not at the same
time, or some time after Allow the Defendant a Profit
on the said Sum, If Yes, at what time and Place and
the Amount or Consideration of such Profit allowed
know, did You or did You not in going to Mr Muthead
the Solicitor spoken to the Honorable Company Accompanied
by the Defendant, either by Order of the Complainant
or any other Person or Persons, If Yes why and by
What Order did You and the Defendant go to know
And what was the Message And the Contents thereof
You were Carried to know, And did the Defendant or did
he not at the same time, And in Your Presence tell the
said Mr Muthead that he had disposed of the said Sum
he thought of the Company to the Complainant or many
other Person or Persons, If Yes to whom did he

and Mr Wardroot till the Defendant Did the Co
or did he ask Request of the said Mr Wardroot to Do
the said Jane either to the Complainant or any of
Power or Powers Whether he or they should and Could
What may be the Contents of the Defendants Reply
Set with the said Mr Wardroot and what did he
Mr Wardroot till the Defendant And what Ans
the said Mr Wardroot give You to any Letter or
or any other Power or Powers the Contents thereof
the whole Discourse that passed between the
said Mr Wardroot and the Contents of the same
with the Circumstances of Time Place and Perso
Mr Wardroot and his Answers to Your fully
Particularly Declare

Do You or ever You not some time after the
the Complainant or by any other Person or Persons
and Mr Wardroot on Demand of some Sum
What Sum was it, And who were the Persons
that had sent You, and how long after and on
was Demand, And what did he Say
to till You to such Demand, And did You
not Inform the Complainant or such Person
with the Answers to the Letters he or they
You, And what did he or they or did You
You know touching the Matter fully
Particularly Declare

Do You know or believe that the Defendant
Wardroot or any other Person or Persons by
Order or Direction did Write or cause to be Written
Letter or Letters to the said Mr Wardroot, or any
other Person or Persons, touching the Premises in
Question, or any Part thereof, or touching any
Matter or Thing relating thereto, or touching any
Money Received by the said Mr Wardroot, or any
other Person or Persons, for the Use of the Defendant
or touching any Bill or Bills of Exchange Drawn
by the said Mr Wardroot, or any other Person or
Persons, for the Use of the Defendant, or touching
any Money Received thereupon, or any Part thereof
If You do know or believe the same, Set forth
the Same fully and at large in Your Answer

Do You know or believe that the Defendant
Wardroot or any other Person or Persons by
Order or Direction did Write or cause to be Written
Letter or Letters to the said Mr Wardroot, or any
other Person or Persons, touching the Premises in
Question, or any Part thereof, or touching any
Matter or Thing relating thereto, or touching any
Money Received by the said Mr Wardroot, or any
other Person or Persons, for the Use of the Defendant
or touching any Bill or Bills of Exchange Drawn
by the said Mr Wardroot, or any other Person or
Persons, for the Use of the Defendant, or touching
any Money Received thereupon, or any Part thereof
If You do know or believe the same, Set forth
the Same fully and at large in Your Answer

You hear, And did you or did you not Manage Treat of the
Defendants disposing of the same unto, Of Via, to whom Did what
Quantity, And at what Price did you hear he had Dispos'd the
same at, and what may be the Name of such Person or Persons
You have heard the same from, And did he or they, or did he or
they not tell You at the same time the Terms and Conditions
how and in what Manner the said Jane was sold to such
Person or Persons, If Yes, what may be the Contents of such
Terms, And Conditions he or they Alledged to You the same was
Sold at, And on what day and Month and at what Place did
he or they tell You the same, And did he or they or did he or
they Not tell You that the Defendant Accompanyed by the
Complainant Dubach go home Mr Wardroot the Said
on hoops to the Honorable Company, And did You or did
You not ask him or them the Reason of the Defendants
going to the said Mr Wardroot in Company of the Complt
Dubach, And what did he or they tell You to such Question
proposed thereunto You know, together with what Further
Discourse which had passed between You him and them
And the Circumstances thereof As might tend to the Advantage
of the Defendant fully and at Large Declare

Dealt with the Witnesses

Do You know or can You say any other Matter
or thing Material for the Defendant in this Cause, If
You set forth the same You know or do believe together
with Your Reasons of such Your Knowledge and Belief

James Hathaway

Mayors Court at
Madraspatnam

Between Mr Thomas Pitt Merchant Complainant and
George Woodhouse Merchant Defendant

Deposition of Witness taken on the Part
before the Examiner in the Court at Fort St George

Mungapully of Madras Pedlar Aged 27 Years
Witness being produced on the Part of the Complainant was on the 7th Day of April
Sworn at the Office of Mr James Nethersoll
the Defendant by Converse who left a Note of the
Title and Nature of the said Deposition and
on the same day being produced and Examined
To the first Interrogatory this Deponent saith he
the Complainant is Known and the Defendant is
Unknown
To the second Interrogatory the Deponent saith
Complainant did in the Month of June last
Defendant Candy of Sugar at Pagoda 10½ P Cent
after Mr Pitt had bought the same at the Company
after the rate of 10½ Pagoda that the Defendant
Complainant Mr Pitt Mr Nethersoll who had
of the Sale had with him the Sugar by the
Chitty by which he the said Witness drew
Sugar after it was weighed by the
Sugar

Not being then to weigh it off having Occasion of the
Company's Business so that this Deponent
would come again in about 20 days when he must deliver
the same that two or three days after in the morning the
Defendant came to this Masters House and desired he might
have the Sugar weighing on the Scoon, which at half a Pagoda
said Candy amounted to 2½ Pagodas this more the Compa
=lainant then gave him telling him to take care and
Observe that the said Scoon was delivered to him that
Mr Nethersoll was to have delivered the Scoon to this Deponent
for he said to him at the time he went with the Defendant
to weigh them for it that on Account of much Business he
could not deliver it then but desired him to tell this Masters
he should have it in about 20 days time That this
Deponent did about the time Limitted by Mr Nethersoll
go by this Masters Orders to demand the said Scoon of him
when he replied he had not any more left of the Merchandize
which was Sold, having delivered all that he had to
other Purchasers Further he saith not to this nor to the
Last Interrogatory

Henry Crawford

Examiner

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Mayor Coustal
Madam Spalman

Balmain Same West of Port
Gregor Merchant Complainant
Chitty of the same Place
Defendant

Deposition of Witness taken in this Cause
and before the Examiner in this Court as follows
George Mitchell of Port Praya Cape
being produced as a Witness in this Cause on the
Complainant was on the 5th of April 1768
of Mr Thomas Anthony Attorney for the
Compeyk make left with of the name
side of the said Deponent and afterwards on the
being Sworn and Examined Deposeth as follows
To the first Interrogatory this Deponent
knows the Complainant
but believes
To the 2nd Interrogatory this Deponent
did purchase of the said Merchant quantity
in the said Cause that the quantity
that the Defendant did deliver this Deponent
and from the Complainant in this Cause
purchased of the said Defendant
Deponent further the Complainant

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for it after their dispatch That the Complainant and this
Deponent afterwards for the Delivery
Defendant did apply to this Deponent
of the said Goods but as long after the
thereof was Now left with the Company's Godowns of that
this Deponent saith that if he should have Delivered the
Goods to the Complainant by the Defendants desire Yet as the
Letter had been the Purchase at the Company's Sales, Price
of Provision, he must have been answerable for the Payment
of the Goods had it been delivered at all that this Deponent
does not think himself by any Means Accountable for the
Did Know either to the Complainant or Defendant and further
this Deponent saith not to this case to the Last Interrogatory

Geo Mitchell

Henry Crowford
Examiner

Mayor Coustal
Madam Spalman

Balmain Same West of Port
Gregor Merchant Complainant and
Chitty of the same Place
Merchant Defendant

Deposition of Witness taken in this Cause by
and before the Examiner in this Court as follows
Edward Cooke of Port Praya Cape Merchant aged
12 Years or thereabouts being produced as a Witness in this
Cause on the part of the Complainant was on the 12 day of

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of the same Title, Duplicate of which the said Co
and afterwards on the same day being Saturday
Speak as follows

1 To the first Interrogatory this Deponent saith that
knows the Complainant and Knew Lutchmee
the Defendant

2 To the fourth Interrogatory this Deponent saith
in that Year she rented Garden House of
purchase five Candy of Cloth of the Complainant
for the Rent a Candy which he stored there
would Keep, and Work them as he Pleased
time after the Complainant left this Deponent
and let him have the said House he had
of it himself without Mentioning the Rent
would not be Reasonable to Ask this Deponent
as it was such a Trifle it was of no Signification
this Deponent with out to this use to the Last

Henry Crawford

Edw Cott

Examined

Mayor Court at
Madras 2d Jan 1734

Tuesday the 8th
Anno Domini

Present

Charles Smith Esqr Mayor

Baldwin Jones Mast of Fort St
George Merchant Complainant and
Noah Chitty of Madras Merchant
Defendant

This Cause coming on to be heard and debated
this day in the Presence of the Attorneys on both sides, on
reading the Complainants Bill, The Defendants Answer
reading the Complainants Bill, The Defendants Answer
The Replication, the Rejoynder, The Interrogatories and
Depositions on the part of the Complainant, The Interrogatories
and Depositions on the part of the Complainant, The Evidence
and Depositions on the part of the Defendant on
ogatories and Depositions on the part of the Defendant on
hearing the Pleadings made Use of by the Attorneys and mature
due Consideration had thereon It Appearing to the
Court that the Defendant was the Purchaser of the Seven Pagoda
the Company and was alone answerable to them for the fulfilling
the Contract that the Pagoda in Estimation the Complainant
the Contract that the Pagoda in Estimation the Complainant
the Defendant was entirely Prevented by Charter of
the Defendant was entirely Prevented by Charter of
which the Company would not oblige the Complainant
which the Company
to pay for the Seven Pagoda by the Defendant, and that
to pay for the Seven Pagoda by the Defendant, and that
Therefore the Defendant is obliged to stand to the Bargain
Therefore the Defendant is obliged to stand to the Bargain
made with the Complainant This Court doth therefore
made with the Complainant This Court doth therefore
think fit to Order and Decree, and doth accordingly Order
think fit to Order and Decree, and doth accordingly Order
and Decree that the Defendant shall Obtain unto the
and Decree that the Defendant shall Obtain unto the
Complainant the Five Candy of Seven Pagoda of their
Complainant the Five Candy of Seven Pagoda of their
Agreement Dated with the Consent of the

and that the Complainant did Accordingly take out
for Perusing it but as much as not making Copies
thereof other Purchases Deeds there, which
he then bore the Power only by the Law as the
heir and the Cause of the Servant that he
Must Search all of that Quality that were
Not therefore Ordered and Decreed that the
Pay his own Costs

J Cur

Court of Appeals
at
Madraspatnam

Saturday the 18th

Between Hinde Cully
Appellant
and
James Hall
Respondent

This Cause coming on this day to be heard
Debated before the Court by the Attorneys on
Upon hearing the Petition of Appeal and Order
and Exhibits of the Honorable the Mayors
with the Answer of the said Court given in the Cause
the 6th day of September. Upon Consideration
Complaining the Respondent before the Appellant
Respondent not capable of entering Security

Read & Filed
19th August 1766

made, shewing them by both Parties not disputed & admitted
by the said Company in the Person of their Agent, the Respondent
thereby Virtually ceasing against the Claim on the Appellant &
took his Power in the said Company. This Court doth therefore
think fit to Order and Decree and doth Accordingly Order
and Decree that the Decree of the Honorable the Mayors Court
given in this Cause be Reversed and all Costs in both Courts
paid by the Respondent, and this Court doth further Order and
Decree that the Appellant shall by good and sufficient
Writings in the Law Given transfer and make over unto the
Respondent, the said Lots of Land or Parcels of the Company
Respondent, the said Lots of Land or Parcels of the Company
and transferred by him to the Respondent in such Manner
as that the said Respondent may be invested with the Legal
Right title and Claim to the said Lots of Land and maintain
his Action for the same, in as full and ample Manner as the
said Appellant might have done

J Cur

W. H. Goodland
Clerk

To the Honorable the Mayors
Court at Madraspatnam

The Humble Complaining Shewith unto this
Honorable Court Your Orator Henry Young by his Attorney

Tuesday Thursday the Twenty fifth day of January One thousand
Sterling money of Great Britain for the
Shillings Currency Payable the Sum of Three
fifteen Pounds Sixteen Shillings and
by the Warrant Granted the Twenty
February One thousand Seven hundred and
warrant for the inspection of the Honorable
Your Orator doth frequently and even
Defendant Payment

But now so it is
Honorable Court the said Defendant
willfully refuses to pay Your Orator the
touching the premises Your Orator prays
unto the Honorable Court to cause
Equity the said Defendant to
the Premises and to Order and
Answer unto all and singular the
hereinbefore set forth and that
said Defendant may be
Your Orator may be
Order the said Sum of
Twenty Seven pounds
may be allowed

to Abide by such Order & Decree therein as to this Honble Court
shall seem Meet

Thos. Bromley
Attorney for the Complainant

Pounds
Shillings
Currency
Thos. Bromley

Mandamus filed
12th November 1766

The Answer of [illegible]

[illegible]

[illegible]

[

Cr

Mariyah

1755
July
22 To Sundry Goods Exported by Sloop
[illegible]
To [illegible]
To [illegible]
To Sundry Accounts of Goods
[illegible]
August
6 To Cash Paid Mary and Jean Ships
[illegible]
To Cash Paid Billy Smith for Island
July
22 To Cash remitted for Mary & Christopher
To Interest on the 22 July 1755
to the 28 February 1766 is 10 Yrs 7 Mo 6 Days
Carried Over
August
2 To 216 Pounds Weight of Silver Received
To Interest on the 2 Aug 1755 to the
28 Feby 1766 is 10 Yrs 6 Mo 26 Days
To Cash Paid Billy Smith Christmas Boy
To Interest on the 6 Aug 1755 to the
28 Feby 1766 is 10 Yrs 6 Mo 22 Days
To Cash Received from Peter Bryan by Bond
To Interest on the 16 Aug 1755 to the
28 Feby 1766 is 10 Yrs 6 Mo
To Cash Received from the Mahomedan by Bond
To Interest on the 20 Aug 1755 to the
28 Feby 1766 is 10 Yrs 6 Mo
To Cash Received from Cudjoe the Coloured
To Interest on the 31 Aug 1755
to the 28 Feby 1766 is 10 Yrs 6 Mo

Current With Naamshemah

Cr

1755 July	22 By Cash		1000 — —	
	By Interest on the above sum from the 22 July 1755 to the 28 February 1766 is 10 Yrs 7 Mo 6 Days		848 — —	1848 — —
			200 — —	
August	2 By Cash			
	By Interest on 2 from the 2 Aug 1755 to the 28 February 1766 is 10 Yrs 6 Mo 26 Days		169 5 12	369 5 12
	6 By Cash		40 — —	
	By Interest on 5 from the 6 Aug 1755 to the 28 February 1766 is 10 Yrs 6 Mo 22 Days		33 28 52	73 33 52
1756 January	16 By Cash Received from Yard and for which Yard took an Obligation in the name of Mr Henry Laurens		721 — —	
	By Interest on 721 from the 16 January 1756 to February the 28 1766 is 10 Yrs 1 Mo 12 Days		745 10 29	1466 10 29

Dr

Mariapakim

Cr

Account with Namsheenak

Brought Over Pagodas

1756 January	£			
	25 To Cash remitted on Account of Long Pepper	25	4	0
	To Interest on Ditto from the 25th October 1765 to the 22d February 1766 is 10 Months	0	2	9
March	11 To Cash Remitted from Condapoke the Calendars			
	To Interest on Ditto from the 11th March 1766 to the 22d February 1766 is 11 Months 11 Days	0	0	3
1756 March	20 To Cash remitted for the Cooly's Hire	1	0	0
	To Ditto from Cheranah Chitty	8	0	0
	To Ditto for Pallampore	2	0	0
	To Ditto from Chinah Chitty	1	5	0
	To Interest on the above sums from the 20th March 1766 to the 22d February 1766 is 2 Months 2 Days	0	0	3
	31 To Cash Remitted on Acct of the Farm in the Island Pannamalay for Pagodas 100			
	To Interest on the same from the 31st March 1766 to the 22d February 1766 is 10 Months 22 Days	0	0	3
April	7 To 2 Dammals Sold by You	0	12	0
	To Interest on Ditto from the 7th April 1766 to the 22d February 1766 is 10 Months 15 Days	0	0	2
	9 To Cash Remitted from the Calenders	25	0	0
	To Interest on Ditto from the 9th April 1766 to the 22d February 1766 is 10 Months 13 Days	0	0	3
May	2 To 2 Pagodas of Pallampore sold to Condapolly	2	0	0
	To Cash remitted for Condapoke Chitty Rolaw	2	0	0
	To Interest on the above sums from the 2d May 1766 to the 22d February 1766 is 9 Months 20 Days	0	0	2

Dr. ... Mariapak ...

June	20 To Cash remitted from the Calcutta		37 12
	To Interest on Do from the 20 June 1765 to February the 28th 1766 a 9 p Cent	2	2 27
August	22 To Cash remitted from the Marine Board for Extraordinary Amount of their Draft in favor Peddy Sills		16 —
	To Interest on Do from the 22 August 1765 to the 28th February 1766 a 9 p Cent	1	13 6
November	7 To 5 Gallampores		3 —
	To Interest on Do from the 7 November 1765 to February the 28th 1766 a 9 p Cent		3 27
1765 December	13 To Cash paid Charles Stallenberg		11 —
	To Interest on Do from the 13 December 1765 to February the 28th 1766 a 9 p Cent		9 6
1766 February	28 To Gallampore and Lascarins and Coolys		11 —
	To Interest on Do from the 28 February 1766 a 8 p Cent		15 20
August	1 To Do to the 28th February 1766 a 8 p Cent		3 —
	To Do	190 —	
	To Do	203	9 —
	To Interest on Do from the 1 August 1765 to the 28th February 1766 a 8 p Cent		22 18
May	27 To Cash paid by the Hands of Pollard Bandhagen		3 —
	To Interest on Do from the 27 May 1765 to the 28th February 1766 a 8 p Cent		2 13
August	22 To Cash paid Charles Stallenberg		11 —
	To Interest on Do from the 22 August 1765 to the 28th February 1766 a 8 p Cent		9 —

... Namsheenah ... Cr

Brought over Pagoda

322

Dr

Mariapah in Ac

	To Cash paid by Mess. Pon, Sumachundy & Mess. Pon & Hunt of Calla.		
	To Interest thereon from the 10th Feby 1766 to 22d Feby 1766		
1760 February	To Cash paid by Hollyard Bainbridge		
	To Interest thereon from the 16th February 1766 to 22d Feby 1766		
November	To Cash paid by Vanyard & Nicholson		
	To Interest thereon from the 29th November 1765 to 22d Feby 1766		
1761 July	To Cash paid Mr Barker, Vanyard		
	To Interest thereon from the 27th July 1761 to 22d Feby 1766		
1763 October	To Cash paid Mr Hy Smith & Pillah		
	To Interest thereon from the 31st October 1763 to 22d Feby 1766		
1764 July	To Cash paid Mr by Sundry		
	To Interest thereon from the 23d July 1764 to 22d Feby 1766		
1765 May	To Cash paid Do		
	To Interest thereon from the 6th May 1765 to 22d Feby 1766		
August	To Cash paid Mr by Mess. Pon, Sumachundy & Mess. Pon & Hunt of Calla.		
	To Interest thereon from the 28th August 1765 to 22d Feby 1766		

Pondy

164

323

Cr

Contra Wilks Nawn, Nawab

1766 February	28	By Balance due this day	29167

Pagodas 29167 22 16

the 28th February 1766

Accpd

Rec.d and Fil.d
12th January 1767

The Replication of the

Plaintiff by his Attorney above

Plaintiff to the Answer of the

The said Replicant saving & reserving

to himself now and at all times hereafter all and

all manner of Exceptions to the uncertainties and

of the Defendant's said Answer for Replication thereto

saith that his Bill of Complaint Exhibited in this

against the Defendant is true all and singular the matters

therein contained & the said Answer of the

is allowed and Replied unto by the

demands by him in the said Bill of

Saith that the Defendant hath not

Replicant in the Sum of three Hundred and

Pagodas Twenty five Fanams and fifty Cash

the Bill of Complaint to the Value of

Owing upon the Allegation in the said

Confederating with the said Richard

from the Defendant the said Defendant

Complainant to the said Replicant

Equal and Compleat unto him the

Making good the Sum which the Defendant Complains

with by Payment of Three hundred and Seventy three Pagodas

in ready Cash and the Remainder by the Bond now Sued for All

Which matters and things the said Replicant is ready to verify

Maintain and Prove as such Manner and Form as this Honorable

Court shall direct and Humbly prays as in and by his said Bill

of Complaint he hath already Prayed

Chas Brownlow

Attorney for the Replicant

The Rejoinder of Hamilton Cole

of Madras Inhabitant, but now residing at

Cuddalore, Defendant to the Replication of

Henry Pinnery his Attorney Thomas Pinnery

of Fort St George Merchant, Complainant

This Defendant now and at all times hereafter

saving and reserving to himself all Manner of Benefit

and Advantage of Exception to the many errors, Uncertainties

imperfections and insufficiency in the said

Replication contained, saith, that all and singular the

Matters and things in this Defendants answer are certain

and sufficient in the Law to be Replied unto

Defendant further saith that he may impeach the Testimony that the Complainant shall demand to make upon the Defence, or the Exceptions thereto, or Witnesses which are intended to be produced Contrary unless Opportunity may be given to the said Complainant to cross examine the Witnesses that may be produced by the Defendant, or the Defendant may not by the Course of this Honble Court be admitted to Evidence in the Cause, and this Defendant further saith that although the Bond was taken in the Complainants Name the Consideration Money paid for the same was the Money of the said Complainant and not of the said Defendant, and this Defendant doth not know of any Matter or Thing why the Defendant should not pay the Money due upon the said Bond to the Complainant, and this Defendant is ready and willing and hereby offers to pay the same to the Complainant as this Honble Court shall direct and humbly prays as in and by his Answer he hath already prayed

William [illegible]
Attorney

is Defendant

On the part of the Complainant

Interrogatory 1st Do You know or do You not know the Complainant and Defendant in the Title of these Interrogatories Named if You know any Thing You Know them or either and which of them how long Time You Know them or either

Declare

2d Do You know or do You not know or did You See the Writing Obligatory hereunto Shewn You at the time of Your Examination Signed Sealed and Delivered if You Say You Do Know it Whose name and Writing Obligatory Signed Sealed and Delivered Did subscribed and witness and for what Consideration was such Bond or Signed Sealed and Delivered Declare

3d Do You know or do You not know of any and what Monies have been Received upon the said Obligation and if You know or have been informed of such monies Received and to whom paid Particularly Set forth and Declare

4th 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 thereto fore Interrogated to if You Set forth the same Particularly as Interrogated to if You Set forth the same to the best of Your Knowledge Remembrance and Belief

Chas. Bromley
Attorney for the Complainant

Know all Men By these
Presents that I Thomas Commanus Gentleman am held and
firmly bound unto Henry Penny Esquire in the Sum
of One Hundred Eight Hundred and Forty two Pagodas
Current Money of Madras to the true and due
Payment whereof I do hereby bind myself my
Executors Administrators and Assigns firmly by
these Presents In Witness whereof I have hereunto
my Hand and Seal in Fort Saint George this
day of January One Hundred Seventy Eight Pagodas
Whereas the above bounden Thomas Commanus Gentleman
hath this day Prayed of the Above named Henry Penny Esquire
and Joint Sum of Nine Hundred and Twenty one Pagodas
of Madapollam Current at Interest at the Rate of Eight per Cent per

Now the Condition of the Obligation
of the above bounden Thomas Commanus Gentleman his
Executors Administrators or Assigns shall well
Pay or cause to be paid unto the said Henry Penny
his Heirs Executors Administrators or Assigns the
Principal Sum of Nine Hundred and Twenty
one Pagodas Interest that shall become due thereon
then this Obligation to become Void & of no
Effect or Remain in full force and Virtue

Signed Sealed &

1761 July 27th Recorded in Part of this Bond Pagodas 200

This Bond or Writing Obligatory was
shewn to Mariapa Modellair, Mottah Modellair,
Manapilly and Tyanagary at the time of their Examination
before me touching the Cause depending and at Issue in the
Honorable the Mayors Court at Madraspatnam wherein
Henry Penny by his Attorney Thomas Penny of Fort
Saint George Merchant Complainant and Nemachimah
of the same place Defendant This 1st Day of March 1768

Henry Crommelin
Examiner
Mayors Court at
Madraspatnam

Between Henry Penny by his
Attorney Thomas Penny of Fort St George
Merchant Complainant and Nemachimah late
of Madras Inhabitant but now residing
at Cuddalore Defendant

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

Mariapa Modellair of Madras Caniangly Aged 60
Years or thereabouts being produced as a Witness in this Cause
on the part of the Complainant was on the 1st Day of March
1768 sworn at the Office of Mr Williams Cranwell
Attorney for the Defendant by Commission and his Examination

Deponth saith as followeth viz

1 To the first Interrogatory this Deponent saith he knows the Complainant 20 Years and the Defendant 15 Years or thereabouts

2 To the Second Interrogatory this Deponent saith he was present at the Signing Sealing and Delivery of the Bond mentioned and shewn to him by the Defendant to the Complainant at the Sum of £1500 Sterling and that the Condition of the said Bond was for the Payment of the Sum of £750 Sterling and this Deponent saith he was a Witness to the Same

3 To the third Interrogatory this Deponent saith he knows of 925 Pounds of the said Bond Debt being discharged by the Defendant to the Complainant and this Deponent saith he was present when the Defendant made the said Payments to the Complainant and this Deponent saith he was a Witness to the Receipts given by the Complainant to the Defendant for the said Payments and this Deponent saith he knows of no other Payments made by the Defendant to the Complainant on account of the Defendants said Obligation and Deponth saith not to this nor to the Last Interrogatory

Henry Crawford

Examined

Mayors Court

Madras patnam

P Belmain Regr

Alms House Court

Crawford Complainant

Mostin Moodelair of Madras Gentenly Aged 30 Years or thereabouts being produced as a Witness on the Cause and the part of the Complainant was on the 5th day of March 1768 Sworn at the Office of Mr William Cranwell Attorney for the Defendant by Commission 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 Deponeth as followeth viz

1 To the first Interrogatory this Deponent saith he knows the Complainant 15 Years and the Defendant 20 Years or thereabouts

2 To the Second Interrogatory this Deponent saith he did see the Bond now shewn to him signed Sealed and Delivered by the Defendant to the Complainant about 12 Years since in the House of the Latter the Amount of the said Bond being 921 Current Pagodas and a Ballance of an Account between the Complainant and Defendant further this Deponent saith not to this Interrogatory

3 To the third Interrogatory this Deponent saith he cannot declare if any Sums have been Received by the Complainant on part Payment of the said Bond and more he deponeth not to this or to the Last Interrogatory

Henry Crawford

Examined

Mayor's Court at
Madrass patnam

Between Henry Penny by his
Attorney Thomas Penny of Fort St George
Merchant Complainant and Nanadheney
Moodelaur of the same Place Defendant

Deposition of Witness taken in this Cause by and
before the Examiner in this Court at Fort St George

Ayanagum of Madras Cuttingly Aged 45 Years a Witness
being produced as a Witness in this Cause on the part of the Comp
Examined on the 23 day of March 1768 Between the Parties at the Office
of Mr William Cranwell Attorney for the Defendant by
Conveyance and being first Sworn according to Law

1 To the first Interrogatory this Deponent saith he knows
the Complainant and Defendant 15 Years or thereabouts

2 To the second Interrogatory this Deponent saith he did see
this Obligation now produced and shown to him, Signed
Sealed and delivered by the Defendant about 11 or 12 Years
since but he cannot now recollect the exact time nor can he write or read
nor knows that he subscribed as Witness to the said Bond at the
time the Defendant did deliver it to the Complainant

3 And this Deponent further saith not to this Interrogatory

To the third Interrogatory this Deponent saith not to
any Question or Interrogatory

Mayor's Court at
Madrass patnam

Between Henry Penny by his
Attorney Thomas Penny of Fort St George
Merchant Complainant and Nanadheney
Moodelaur of the same Place Defendant

Deposition of Witness taken in this Cause by and
before the Examiner in this Court at Fort St George

Mauspulla of Madras Cuttingly Aged 45 Years a Witness
being produced as a Witness in this Cause on the part of the Comp
Examined on the 23 day of March 1768 Between the Parties at the Office
of Mr William Cranwell Attorney for the Defendant by
Conveyance and being first Sworn according to Law

1 To the first Interrogatory this Deponent saith he knows
the Complainant and Defendant 15 Years or thereabouts

2 To the second Interrogatory this Deponent saith he did see
this Obligation now produced and shown to him, Signed
Sealed and delivered by the Defendant about 11 or 12 Years
since but he cannot now recollect the exact time nor can he write or read
nor knows that he subscribed as Witness to the said Bond at the
time the Defendant did deliver it to the Complainant

3 And this Deponent further saith not to this Interrogatory

To the third Interrogatory this Deponent saith not to
any Question or Interrogatory

Interrogatories to be Exd Viva Voce on the Part and Behalf of the Complainant in a Cause Depending in the Court of Chancery Wherein Mary Penny of Madras Inhabitant is Complainant and Mary Penny by her Attorney Edward Parr of Madras Merchant is Defendant

To all the Witnesses to be Exd

1st Do You Know the Parties to this Suit Complainant and Defendant in this Cause or either and which of them and how long have You to Know them severally and which of them Intire

2d Do You or Do You not Know Mariapah the Defendants Attorney in this Cause and how long have You to Know him

3d Do You or Do You not Know Mariapah at the time he gave the Obligation of the Complainant of Ye 11th in what sum or sums of Money was it Dated Did not the Defendant owe the Complainant at the Executing of the same or Do You not Know whether the Defendant owed any Debts with the said Mariapah if Ye 11th for what and at what time or times to what Amount or Value and whether the said Mariapah Did not Demand the said Debts fully and Particularly Set forth

4th Do You Know or Do You not Know Penny or Penny Mariapah did the pretended Receipt by the Defendant of Ye 11th to what Penny or

was it the Complainant or Else that employed Him and how long was the Defendant employed as such and whether was the Defendant or was he not accountable to You for the Deficiencies in the said Warehouses of Ye 11th is not the Obligation the Defendant is now sued for and given to the Complainant on Account of the said Deficiencies and is or is not the said Mariapah the Genuine Proprietor of the said Obligation?

Did or Did not the Defendant Cannon from the said Mariapah the Amount of the said Obligation before the said Deficiencies if Ye 11th was it or was it not at the said Mariapah Request the said Obligation was taken in the Name of the Complainant the whole You Know Relative to these Transactions from the Beginning unto the End fully and Particularly Set forth

6th Did or did not Mariapah acquaint You when Madras was invested last by Monsieur Lally that if You would give him Your Obligation for a certain sum of money he would Discharge you the Defendants Obligations Taken in the name of the Complainant if Ye 11th and what was that Certain Did he Acquaint you with this and what was that Certain thing the whole You know Concerning this Matter fully and Particularly Set forth

7th Did or did not Mariapah ever acquaint You if the Defendant would pay the said Certain sum of Money he would get the Complainant to Contribute to withdraw the suit against the Defendant if You whom Did he tell You this and when did he Acquaint You to be paid Secretly the Defendant? Do You know or Do You not know Penny Mariapah told the Defendants Money if Ye 11th

Whether You Know Believe or Have Heard Anything
particularly Different
Interrogatory 7th
Did or did not the Complainant or Defendant
Give Bail to Answer Each Other
Declare the Obligation taken in the name
ment of Plea from the Defendant did
or Did not the said Complainant tell You that he
had paid him the Money and Part of the
And he thought him unjustly or he had not
Remember of Plea making Defendant did he
Unjustly and Vexatiously Defendant
Answer 8th Did or did not the Defendant
the Obligation that the Defendant is now in
Who by many unkind and unexpected Words
passed between the said Parties and Upon
or Did not the Defendant shew Passion
from Mr Bromley of Plea whereupon
Mr the Complainant of the said Note the Number
Relating to that Matter fully and Particularly
Interrogatory 9th Did You or did You hear the
pay any Money to Mr Complainant for
the Defendants Obligation Declaring
Complainant of Plea whereupon
or some of Them who Could best Know
Matter fully and Particularly Defendant

To all which

Answer'd, or do believe, or think the Reasons of such
Your Knowledge or Belief

William Bramwell
Attorney for the Defendant

Mayor's Court at
Madraspatnam

Between Henry Perry by his Attorney
Thomas Perry of Fort St George Complainant and
Nathaniel of the same Place, Defendant

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

Pallaypah of Madras Merchant Comiorly Aged 50 Years
a Witness produced on the Part of the Defendant was on the 21st day of March 1768 sworn
at the Office of Mr Charles Bromley Attorney for the Complainant
by Interpretation was asked a Note of the Names Title and Place of
abode of the said Deponent and afterwards on the same day being
Sworn and Examined deposeth as followeth
To the first Interrogatory this Deponent saith he hath known
the Complainant and Defendant 25 Years or thereabouts
To the third Interrogatory this Deponent saith he doth
not know of the Defendants giving the Complainant any
Obligation but that Chingleray and himself being at that
time Conceptors of the Merchants there happened to be among
large disputes on the Balance of Cash in which the Complainant
otherwise Merchants Resided discovered and reconciled on their
Account that the Defendant stood

to Mr. Maingard in the presence of a Gentleman
came home After the said Letter was sent away
the Complainant put back the Defendant and
said for me when the said Mr. Maingard Was
perusing the Merchants Books to the Amount
Payment of the Money that the Cash which
Cash Mr. Maingard by the Defendant the Copy
Consisted of Long Pepper Cardamoms and
Merchandize the Exact Sum I can
to the one to the Last Interrogatory

Henry Crawford

Examined

Kayser Constat
Ludovic Jurbaan

Between Henry Crawford
Thomas Penny of Charles Street
Gent. Merchant of the same place

Deposition of Witnesses taken on the
behalf the Complainant in the Cause of the
Cardamom Company of Madras Merchants
Merchants being Partners as Defined in the
Articles of the Defendants one in the Bay of
at the Office of Mr. Charles Penny Attorney
by Commission to Us directed of the same Date
whereof the Defendants Counsel and Solicitor
having Notice for Examining Witnesses

Say in the Year aforesaid the gave the Complainant any
Obligation of which he is entirely ignorant that the Defendt
was Money than ages Coniceptly in the Warehouse and had
the Cash and an Account Column shown and the said Coniceptly
of the Merchants Chingleay in the Montiah they consisted and
Examining this Accounts and Cash and found thereby a Deficiency
of about Coss Pagodas which the said sum of the other Coniceptlies
had appropriated to their own use that the Company Merchants
the Complainant in this Cause shewing discovered this
Deficiency demanded on their Making it good but it was some
time before it could be made up, and Removal of the Coniceptlies
Concerned was Obliged to Contribute towards it That Mr. Maingard
Who was a Relation of the Defendants assisted him in the
same Money but how much this Deponent cannot Positively
Money but knows much the Deponent cannot Positively
say that as a Security for the Loan of this Money Mr. Maingard
took from the Defendant the Key of a Godown belonging
to him in which were many Long Pepper Cardamom
seeds with some other Articles which this Deponent cannot
now Remember that the abovementioned Deficiency was not
made up by about 1800 Pagodas out which account the Company
Confined the Defendant and Chingleay was Paid for the
space of a day and Mr. Maingard released them both in the
Evening by a Promise to the Complainant paying the
said Deficiency himself which Promise this Deponent
heard the same time of Promised Performed and the whole
Not more to this, nor to the Last Interrogatory

Henry Crawford

Examined

Mayor Court at Madraspatnam

Delmon Merry Pinnery Plaintiff
Thomas Pinnery & Fort St George Complainant
Del Neuchmuck of the same Place Defendant

Depositions of Witnesses taken and Sworn before the Commissioners this Court as follows

Comaupah Chitty of Madras Merchant a Witness being produced on the part of the Defendant was on the 28th Day of March 1768 Sworn at the Office of Mr Charles Brumley Attorney for the Complainant by Comaupah aforesaid at the Hour of 10 in the Forenoon of the said Day and Examined as follows

To the first Interrogatory this Deponent saith he knows the Complainant and Defendant

To the second Interrogatory this Deponent saith he cannot answer to any Allegation given by the Complainant but that about 12 Years ago this Deponent was indebted to Manuppah on account of Piece Goods to about two hundred and that he the said Manuppah applied to this Deponent for the Money and this Deponent told him he could not pay him at that time but would pay him as soon as he could and that the said Manuppah then left the Debt in this Deponents hands and that on Account of the Debt this Defendant

To the third Interrogatory this Deponent saith the annual Articles of Goods Deposited with the said Manuppah by the Defendant to Sundry Persons Merchants of this Place some of whom he cannot now recollect their Names but that the Manuppah hath and Account Sales of those Goods inclosed as forth the particulars and this Deponent further saith not to this Interrogatory

To the Last Interrogatory this Deponent saith about 2 Years ago Mr Lally had seized the Goods of Nadras the said Manuppah mention'd that the Defendant in this Cause was at that time still indebted to him and the said Manuppah having followed the Army he sent to demand the Debt but had Returned no Money nor seen to have to demand the Debt but had Returned no Money Yet and this Deponent saith not more to the matter the Last Interrogatory

Canny Cornwood

Examined

Mayors Court at Madraspatnam

Delmon Merry Pinnery by his Attorney
Thomas Pinnery & Fort St George Complainant
Del Neuchmuck of the same Place Defendant

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

Chinglon of Madras Coringely Cast 30 Years an Merchant a Witness in this Cause on the part of the Defendant being produced was on the 26 Day of March 1768 Sworn at the Office of Mr Charles Brumley Attorney for the Complainant by Comaupah aforesaid at the Hour of 10 in the Forenoon of the said Day and Examined as

4th To the fourth Interrogatory this Deponent saith the Defendant in the Cause Was an Master Cooper and Exported Wares and that he was acquainted with the other Merchants and that the Defendant was Employed from the Time of the Voyage when he quitted it but this Deponent cannot Answer to this Deponents Master Wardens Enquiry for the Defendants as he is not the said Wardens that he does not know whether the Defendant is now Indebted unto any of the Complainants on Account of the said Defendants having only known that Mr Marigold did Employ the said Defendant in the Name of the Complainants he believes whether the Defendant Executed the Obligation from Mr Marigold to the Defendants for this Deponent cannot answer to this Interrogatory

To the Last Interrogatory this Deponent saith the Defendant was and is in His Majesty Custody (that this Deponent that Mr Marigold had taken Out an Attachment against the Defendant was and is in the Attachment of Sundays Lyons the Common Attorney and the said Mr Marigold told this Deponent that he Stopped off by the Defendant and Intended to Commence Suit against the said Defendant but this Deponent saith not Power to this Interrogatory

Henry Cranwell

Mayors Court

Kadwaladaan

Between Henry Penny by his Attorney Thomas Penny of Fort St George Complainant and Name Henry of the same Place Defendant

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

Pazzoonmak of Pazzoonamoor Inhabitant Aged 45 Years or Thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 25th day of March 1768 Sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Cowcopah who left a Rod of the Name Tittyan Interpreter between the said Deponent and the Same Who Interpreted and Sworn the said Deponent to the 1st Interrogatory this Deponent Saith he Knows the Complainant 15 Years and Defendant 10 Years or thereabouts

To the 2d Interrogatory this Deponent Saith as above Mentioned he Knows the Complainant and Defendant and that the Defendant came to Pazzoonamoor Where he resided and Among them Married and this Deponent that Marigold shortly after his Arrival there and his Family that Marigold shortly after his Arrival there Acquainted this Deponent that he had a Bond of his Brothers for 900 Rupees Payable to Mr Henry Penny the Complainant which he would give up to Him Penny the Complainant on this Deponent if he would pay him the Amount of it but he this Deponent if he would pay him the Amount of it but he not liking this Offer refused it that Marigold then said as not liking this Offer refused it that Marigold then said as he was in want Ready he for Penny he would accept only 500 Rupees for the said Bond to which this Deponent replied if he was in want Ready he for Penny he would accept only 500 Rupees for the said Bond to which this Deponent replied if

Mayors Court at Madras

Petition Henry Pomfret by his Attorney
Thomas Pomfret of Fort St. George Merchant
Complainant and Namahanah of this Same Place
Defendant

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

Challaypah of Madras Coringly aged 29 Years or thereabouts
being produced as a Witness in this Cause on the part of the
Defendant was on the 25th Day of March 1768 Sworn at the Office
of Mr Charles Brearly Attorney for the Complainant by
Cancapah who left a note of the name, Title and Place of abode of
the said Deponent and afterwards on the same day being Sworn
and Examined Deposeth as followeth

To the first Interrogatory this Deponent Saith he hath known
the Complainant 15 Years and Defendant 20 Years or thereabouts
To the 2nd Interrogatory this Deponent Saith that about
a Year and a half ago Mariapah (Here Walking) to wards the
Black Town he desired this Deponent to tell the Defendant
from him that if he would pay him 200 Pagodas in part of
this Debt to the Complainant the Remainder may be discharged
by degrees and he would get Mr Thomas Pomfret to withdraw the
Suit against him immediately

That this Deponent accordingly went to did Speak to the Defendt
who told this Deponent that Mariapah had almost spent himself entirely
and that he had Seized and Sold and Disposed
Effects of his and that he had paid a very Trifling balance remaining due this Deponent
to the best of this Deponents Knowledge and Belief

To the 3rd Interrogatory this Deponent Saith that Mariapah did Sell a House belonging to the
Defendant about this time he would come to this Deponent

To the Last Interrogatory

Henry Chamyland

Examined

Mayors Court at Madraspatnam

Belmon Henry Pinney
Henry Thomas Pinney
Esqrs Complainant
Nanchenaik
the Defendant

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

Sinnangadum of Madras Caniputy Merchant
aforesaid being produced as a Witness in this Cause
of the Defendants on the 25th Day of March 1768
Office of Mr Charles Brumley Attorney for the Com-
plainant the Left Side of the same Sheet
of this Deponent and aforesaid on the same Day
and Examined Deposeth as follows viz.

To the First Interrogatory this Deponent saith he
the Complainant is Fifteen Years and
To the Second Interrogatory the Deponent saith
did tell him he knew that he did owe the
Deponent knows to Discharge the Obligation
Interest. Mr Henry the Complainant knew that
Year Last past Chinnah Nanchenaik Mayor
that the Defendant had Executed him one
of his Obligation Obtaining at the same time
to Discharge the Mayors

1776

Mayors Court at Madraspatnam

Belmon Henry Pinney by his Attorney
Thomas Pinney of London Esqrs Complainant
and Nanchenaik of the same Place Defendant.

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

Chinnadom boo of Madras a Dubash Aged 35 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant sworn on the 25th March 1768 before me at the Office of Mr Charles Brumley Attorney for the Complainant by Canniapah and the Interpreter of the same Parties and place of abode of the said Deponent first Interpreted and sworn and Examined Deposeth as follows viz.

To the First Interrogatory this Deponent saith he Knows the Complainant 15 Years and Defendant 25 Years or thereabouts

To the Eighth Interrogatory this Deponent saith that about 5 Years since being at Canniapahs House he was speaking of the Defendants debt to him and Mentioning how much he was indebted to him and this Deponent having heard from the Defendant himself that he had paid off great part of what he owed Canniapah could not help Expressing his Surprize that Nanchenaik should still owe him so much telling him of what Nanchenaik had said to him Regarding it that Canniapah then produced the Bond and desired this Deponent to Peruse saying that if he the said Nanchenaik did not discharge the Amount shortly he should sue him on the Mayors Court and this Deponent having Read the Bond found it was a penalty Bond from Nanchenaik to Mr Henry Pinney for 400 and odd Pagodas that the Defendant after the

To the Last Interrogatory

Henry Crawford

Examined

Mayors Court at Madraspatnam — Between Henry Pomeroy Complt & Thomas Pomeroy Deft

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

Sowmyadum of Madras Caniapply Aged [illegible] Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant sworn on the 21st Day of March 1768 before the Office of Mr Charles Bromley Attorney for the Complt Compeak who left a Note of the name Christian of this Deponent and afterwards on the same Day and Examined upon the as followeth

To the first Interrogatory this Deponent saith he knows the Complainant and Defendant 10 Years or thereabouts

To the Second Interrogatory this Deponent saith he did tell them or knows that he had made to the Defendant Charges the Allegation in the Answer. Mr Henry the Complainant knows that he received this information from Moneyah one of his Gentoo Servants but he did not tell this Deponent that the Defendant had Embezzled his money or that he had any Witness to prove it

To the Third Interrogatory this Deponent saith he knows that the Complainant and Defendant were Partners in Trade together but how much the Complainant was to have for his Share this Deponent knows not

To the Fourth Interrogatory this Deponent saith he knows that the Complainant and Defendant were Partners for 2 Years or thereabouts

To the Fifth Interrogatory this Deponent saith he knows that the Complainant and Defendant were Partners for 2 Years or thereabouts

To the Sixth Interrogatory this Deponent saith he did tell them or knows that he had made to the Defendant Charges the Allegation in the Answer. Mr Henry the Complainant knows that he received this information from Moneyah one of his Gentoo Servants but he did not tell this Deponent that the Defendant had Embezzled his money or that he had any Witness to prove it

To the Seventh Interrogatory this Deponent saith he knows that the Complainant and Defendant were Partners in Trade together but how much the Complainant was to have for his Share this Deponent knows not

To the Eighth Interrogatory this Deponent saith he was speaking of the Defendants being a Gentoo Merchant he was indebted to him but Nothing how much he was indebted to him and this Deponent having heard from the Defendant himself that he had paid off great part of what he owed. Moneyah could not help expressing his Surprize that Nemchunde should owe him so much telling him of what Nemchunde had said to him regarding it that Moneyah then produced the Bond and desired this Deponent to Peruse it saying that if he the said Nemchunde did not discharge the Amount shortly he should owe him as it was penally Bond from Nemchunde to Mr Henry Pomeroy for 1500 Pagodas that the Defendant after the Mayors Court did Order him so to do told this Deponent and the Mayors Court did Order this Deponent telling him if he did not receive immediately

1776

Mayors Court at Madraspatnam — Between Henry Pomeroy by his Attorney Complainant & Thomas Pomeroy of Fort St George Defendant and Nemchunde of the same Place Defendant

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

Chinnatombo of Madras a Dubash Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant sworn on the 25th March 1768 before the Office of Mr Charles Bromley Attorney for the Complainant by Compeak who left a Note of the name Christian and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith he knows the Complainant 15 Years and Defendant 25 Years or thereabouts

To the Eighth Interrogatory this Deponent saith that about 5 Years since being at Moniapah Moneys he was speaking of the Defendants being a Gentoo Merchant he was indebted to him but Nothing how much he was indebted to him and this Deponent having heard from the Defendant himself that he had paid off great part of what he owed. Moniapah could not help expressing his Surprize that Nemchunde should owe him so much telling him of what Nemchunde had said to him regarding it that Moniapah then produced the Bond and desired this Deponent to Peruse it saying that if he the said Nemchunde did not discharge the Amount shortly he should owe him as the Mayors Court and this Deponent having read the Bond found it was penally Bond from Nemchunde to Mr Henry Pomeroy for 1500 Pagodas that the Defendant after the Mayors Court did Order him so to do told this Deponent and the Mayors Court did Order this Deponent telling him if he did not receive immediately

Immediately Settle Accounts with Mr Marsipah he was
to and in the Mayors Court and further this Deponent
Not to Hoy ans to the Last Interrogatory

Henry Crawford

Examined

Additional Interrogatories to be Administered to
Witnesses as Shall be Produced, Sworn and Examined on the part and be
of Nanchundy of Madras Inhabitant and a Certain Cause wherein
and Nanchundy is Defendant and Henry Pomeroy by his Attorney
Pomeroy of Fort St George Merchant is Complainant

Crawford 1st Do You know that parties Complainant and
Mr Pomeroy 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 Marsipah 2d Were or Was not the Defendant indebted to you
the Executed the Obligation in the name of the Complainant
time he executed the same, if You or Did You not demand
to give the Bond or Obligation, before now and are the same
the Complainant, or any one for You, if You when and Where
who did demand them for You and are You or are You not the
genuine Proprietor of the same? Did You or Did You not
convey or send the said Obligation to Mr Thomas Pomeroy
You, when or who Carried it for You and when was it Carried
conversation passed between You and the said Mr Thomas
Pomeroy or the person that Carried the same, relative to the said
Obligation or Bond

[illegible] 317

from the Defendant, on Account of the said Obligation or Bond of
You when and where, and what sum or sums of Money, or who did
for You and when, and Where, and what sum or sums of Money
Did You, or Did You not take any Deposits or Security or Depos-
sits, and when, and where and what was the value of the same
Did You or Did You not Write the Malabar Letter now
shewn You, or was they not Wrote by your order or Directions if
You, are not the sum or sums of Money, You desired to be sent by
You, are not the same or sums of Money, You desired to be sent by
the Defendant on Account of the Complainants Obligations, the
Whole You know Touching to these Matters, fully the beginning
unto the end fully, and particularly set forth

To Pennycuick 3d Do You know or Do You Not know Whether Marsipah
desired the Defendant to give an Obligation in the name of the
Complainant of You, when and Where, and on what Account was
the same given? Did You or Did You cause on the said Obligation
signed the Executing of the same in the presence of the said Marsipah
of You, when and Where and how often, and what Conversation pas
Did between You on that head? Was You or Was You Not desired
by the said Marsipah to Write to the Defendant, if You know
often, and what was the subject, You generally wrote on the whole
You know Touching these Matters fully, and particularly set
forth

To all the Witnesses 5th Do You know, or Do You Not know 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

Wellesley Cornwell
Defendant

This Paper Writing was Shown to Narrapah at the time
of his Examination before me in a Cause now Depending in the
Mayors Court at Madraspatam Wherein Henry Powney of
Fort St George Merchant Complainant and Ramchery of the
same Place Defendant the 22 day of March Anno Domini
1758

Henry Crawford
Examiner

Narrapah
his
Ramchurah
mark

(Tamil)

March the 2 1761

I hope You are in health, and sincerely Wish You

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as You could send me some Money from the Europe ships with Cattle as it now Lies a Three Months Sad You have Not sent they have Come to Hill You the Principal, and Interest as above which You are Indebted to me, had You paid me but a Part at a time, the Hill would have been discharged before now But Now You have no intentions to pay me. I must request my Creditors and especially Mrs Penny perfect me very for their Money. I desire You Will send me by the Bearer Sarah, instantly Four or five Hundred Pagodas, and if You it by two or three payments it so easily done, that I can do not disturb the Peace. If You Want any thing here me and I will send it to You, I wish You to live long

A True Translate from the Original Malabar by Cavel Thomas Interpreter

Will.m Cranwell
Attorney for the Defendant

From Mariapah
To Vansheuah (2 Letter) Dated the 6 1766

I take the Opportunity to request You my health, and am glad to hear by Comerbby You have Conference on purpose to pay Your Honour but that You acknowledge to be under Obligations to Sensible, when You were under Misfortunes, I refer Mark by

I was desired by Mariapah to pay them Ninnapah says the persons I borrowed the Money from to pay them. Ninnapah says he told You the great necessity I was under for the Money, and that he had purchased goods, Expecting You would have paid him upon his Application Upon of my Circumstances. Your Negligence in Not Writing to me on this head, and Not paying the said Ninnapah Makes me suspect You have no Intentions to pay me. Be assured if the Company Trouble me, for the Money I shall tell them it is Your Bond, and by Trouble You first Whereof desire You will pay it before Rough Methods are taken Against You. If You do Not pay me Whilst You are in good Employment, how can I expect to be paid if Adverse fortune should attend You? and I cannot help saying, I think You are ungratefull in Not paying me before. And if I am Not paid Soon, I shall find lawfull Means to recover the same, But God, Who knows You do not, Take me to be assured of Your But God, Who knows the hearts of all men, knows I am, Please to send me an Answer as soon as possible

A True Translate from the Original Malabar by Cavel Thomas Interpreter

Will.m Cranwell
Attorney for the Defendant

Mariapah
To
Vansheuah (Letter 3) February the 27 1766

179

You can have Lost the great Trouble I have undergone
Much and I cannot say But I Make it cheerfully as You
send me any Money and in the answer I have Made to Your
of the before I received about four or five hundred Pagodas
look on it as Much given to me If You do Not Remember
of the difficulties I have at Present encountered I shall Obtain
hereafter I will attend if no Excuse as you have Expressed
readiness to come You if You do Not send me for Board
immediately Your concurrence Will updraid You Wishing
Health You long life

Note Translate from the Original Malabar by Coneyapa
Interpreter

Mr. Cranwell
Attorney for the Defendant

Mayors Court at
Madraspatnam

Between
the Attorney Plaintiff
George Marchant Complt
Defendant

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

Sarvain Pillah of Madras Native Aged 45
or thereabouts being Produced as a Witness in the Cause
Part of the Defendant was on the

and Examined Deposeth as follows

To the first Interrogatory this Deponent Saith he hath known the
Complainant 26 Years and the Defendant 20 Years or thereabouts
To the Second Interrogatory this Deponent Saith he was at the Date
Particular Deposed that the Defendant gave a Bond to the Complainant
that the former who was One of the Conceptive in the Warehouse
having With the Rest of them Embezzled a large sum of the Company's
Money the Share of Which came to 4000 Pagodas and upwards, was
all detected at last by the Complainant Who was then Warehouse
keeper that he threatened to send the said Defendant With the
Rest to the Westward Which would have been done had it Not been
for the intercession of Mariyapah With the said Complainant
that with the assistance of the said Mariyapah and the disposal of
all his Effects the said Defendant was enabled to pay off his
Proportion of the Embezzlement Except the sum of 324 Pagodas
for Which he Voluntarily gave the Complainant the Bond
on which he is now Sued in the Mayors Court this Deponent
further Saith that he being at that time the Complainants Interpreter
was an Eye Witness of the Whole transaction as Well as an Interpreter
for the Defendant with his Master, and the Affair was
Settled Chiefly by his Means that about a twelve Months after
the Execution of the said Obligation by the Defendant, the Compl
Servant sent for him and demanded the Amount but he Replied
he was unable to pay it having been Out of Employ so Service
ever Since the Complainant then told Mariyapah that he had
taken the Defendants said Bond partly thro his intercession
and Now he feared he was likely to be a Loser by his Means and
therefore desired he Would endeavour to get the Money for him from

has departed for Europe, his Attorney and another Person with whom he left the Bond gave the Managopah for Pagodas who at different times Discounted the Pagodas of the Principal Amount, which is now to be Paid to the Company — That this Deponent was the Person who carried Bond with an Account Current from the Master Attendant to Mr Charles Binnley, about a twelve Months since further this Deponent Saith not to this Interrogatory

To the Last Interrogatory this Deponent saith that after the Bond was sent in Court he came from Port St David and desired this Deponent to Make up the Affairs between him and Managopah, and that he was Willing to pay the Amount of the said Obligation Without the Interest, but he Replied that unless he paid it off with the Whole interest due the Affair Must rest as it was — And Moreover Deponent Saith Not to this Nor to this Nor to this Last Interrogatory

Henry Crawford

Sworn

Mayor's Court at Madraspatnam

Between Henry Crawford Esqr Attorney Plaintiff and George Marshall Complainant Defendant

Deposition of Witnesses taken on the Coast and before the Commissioners in the Court as follows

Pomiapah of Chellapoyre Village Caste Weaver aged Years Witness sworn and Examined Deposeth as follows

181 357

by Comiapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth —

To the first Interrogatory this Deponent Saith he hath known the Complainant and the Defendant 15 Years or thereabouts —

To the third Interrogatory this Deponent Saith he doth not know of Managopah desiring the Defendant to give him an Obligation in the Name of the Complainant — that the Defendant being indebted to the Company in a large Sum of Money and Notable to discharge it this Deponent heard that the said Managopah advanced him on that Account about 1200 Pagodas, and took from him sundry Goods as a Deposit for this Sum — that about 4 Years afterwards Managopah gave him an Account of the Money which the Defendant Received from him and the Goods which were Deposited, and afterwards Sold by the said Managopah at the same time shewed him the Defendants Obligation in the Name of the Complainant for 1921 Pagodas that Managopah never did Discharge this Deponent he Waits for them to the Defendant on any Account or Subject to this last Interrogatory Deponent Saith Not to this Interrogatory

To the last Interrogatory this Deponent Saith that while the Defendant and himself were in the Camp before Pondicherry the Complainant came there and saw the said Defendant but never Made any Demand of any debt of the Husband with Mr Lemon Remembrance whom the Defendant then Served and used to see them daily — Further this Deponent Saith Not to this Interrogatory

Deponent

Henry Crawford

Further & Additional Interrogatories to be Put to such Witnesses as shall be Produced Sworn and Examined on the behalf of Thomas Pearke of Madras Inhabitant in & Factor under the Said Jamchurah as Defendant and Henry Pomroy by his Attorney Thomas Pomroy as Complainant

1st To all the Witnesses Do You know the parties Complainant & Defendant in this Cause or either, and Which of them and how long & how many years have you known them or either and Which of them Declare

2d To Interrogatory Do You know or Do You Not know or how long have You Not known or Believe that there is any Debt Obligation Bond or Security in the Name of the Complainant the said Plea, or from whom did You know the Defendant desired to give the same or the name of the Complainant by whose Order and When and where and how Do You know or Do You not know Whether the Complainant paid the consideration mentioned in the said Obligation Defendant or any other Person of Your Knowledge by order said when? Do You know or Do You Not know the Complainant or Managah Servant the same debt or part of the said Obligation from the Defendant or any of them when and where? Do You Not the Complainant Mess. Sarrivant on the said Obligation if You are to be entitled to the payment of the same or that Debt Do You know or Do You Not know whether the said Jamchurah hath been on the Defensive of the said Managah Execution of this cause if You know long and how

When and Where the Whole You know touching these Matters from the beginning unto the end, fully, and Particularly set forth? 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 of such Your knowledge or belief?

Will.m Cranwell
Attorney for the Defendant

1827 359

Mayor's Court at Madraspatnam

Between Henry Pomroy by his Attorney Thomas Pomroy of Fort Saint George Merchant Complainant and Jamchurah of the same Place Defendant

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

Narrapah of Madras Coringa by Age 60 Years a Witness produced on the part of the Defendant and sworn the 28 day of March 1760 at the Office of Mr Charles Bramley Attorney for the Complainant by Narrapah who left a Mark of the Name Title and Place of Abode of the said Deponent and afterwards on the second day being sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent Saith she hath known the Complainant 20 Years and the Defendant 25 Years & upwards

To the second Interrogatory this Deponent Saith the Defendant being Indebted to the Company in a Sum of Money, he this Deponent by Order from about 1600 Pagodas to pay off that Debt in part for

Consisting of Sixty Pages Certified and Sealed by the Seals of Thomas Pellandine &c. that before the Commencement was Established to this Complaint as the Law of that Court That the said Defendant having Answered Many Days as Well as himself Paid off the Bill to this Complaint Pending for Which Cause the Complainant himself had Cause which he now is Sued and Whist the Complainant hath no Concern in That Thomas Penny Attorney has Sued this Complainant the Defendant Said Alleges the Amount thereof about 3 Years ago and he did Sue Days on the Polesperse, when he himself Declared that the said Thomas Penny Demanded the Sum of the Said any part of the Said Obligation from the Defendant he Replied in the Negative, None having at that time Paid by him — That there were afterwards 145 Pagodas Part of the Said Obligation from the Defendant by at Sundry times and by Several Sums of the Said being absent from Madras ordered Money the Def to be paid to Thomas Penny the Complainants Said Attor Bond — That no Deposit or Security was taken by from the Defendant for the payment of the Said Letters were Produced and Shewn to him, that Defendant Would all most by him to this Defendant and Without demotion, on Account of the Obligation, he being Sued Said Thomas Penny for that purpose Instead of Defendant Saith Nor to this Nor to the last Interrogatory

Henry Crawford

Mayors Court at Madraspatanam

Tuesday the 25th day of October Anno Domino 1768

Present

Charles Smith Esquire Mayor
John Debonaire — Edward Stracey and
John Holland — Aldermen

Mayors Court

Between Henry Powney by his Attorney Thomas Powney of Fort Saint George Merchant Complainant and Somebaway Inhabitant Defendant

This Cause coming onto be Heard and Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill Wth an Account Current thereof Annexed The Defendants Answer with an Account Current thereof Annexed The Interrogatories and Replication The Rejoinder The Interrogatories and Depositions on the part of the Complainant with a Bond annexed The Interrogatories and Depositions on the part of the Defendant with Three Malabar Letters and translate thereof Annexed Our having the Pleadings Made Read by the Attorneys and on Due Consideration had thereon Wappoo Saying to the Court that the Complainant have Produced sufficient proof of the Justness of the 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 Sum of Three Hundred and Eighty

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Rep. 25. 5d for the Writ and Retund to the
Honble the Mayors Court at Madraspatam
All Costs of this Suit

Q for Cur

Read and filed
27 April 1762

184 363

To the Honble the Mayors
Court at Madraspatam

Humbly Complaining Sheweth unto this
Honble Court Your Orator the East India Company of William
by their Agent Daniel Barthelemy Esqr and Mr John Calland
the Reverend Mr Fabricius of Tanjore and Mr John Calland
of Madrasp Merchant both Executors to the Estate of Charles
Louis Regnier late deceased Late Louis Merchant in the Service
of the said East India Company and Stood in the Charge of
Bandapatam a Settlement belonging to the said East India
Company Viz. That the Defendant Ten hundred and Sixty
Pagodas on the Sum of Fourteen thousand Pagodas Making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the sum of Five thousand
three hundred and forty Pounds as appears by the Books of the Company
upon Reference to an Account for the Inspection of the
upon upon Reference to an Account for the Inspection of the

and Whereas Your Orator by the Said Agent hath
and on all Reasonable Manner Demanded Payment
from from the said Revd Mr Fabricius and John
Executors to the said Estate

But now so it is May it Please
Humble Court the Said Revd Mr Fabricius and
absolutely refuse Your Orator any Manner of
touching the Premises Your Orator therefore Pray
Relief such as to this Honble Court shall appear
to Equity and good Conscience To the End therefore
said Revd Mr Fabricius and John called May
Corporal Oath and True and Perfect Answer Make
Answer the Matters and things herein before
Set forth and fully fully and Effectually to all
purposes as if the same were herein Repeated
gated and he Decreed to pay unto Your Orator
of Fourteen Thousand two hundred and forty Pounds
all such Interest as Now is or hereafter shall become
thereon also all Costs of this Suit

May it Please the
to Cause the said Revd Mr Fabricius and John
be Summoned and Required by the Sheriff of
George Town of Madraspatam and Parts
Personally to be and appear at a Certain
be by this Honorable Court Purposed and
and there to Answer this Your Orator Bill of
further to Stand to and Abide such Order
Honorable Court shall Seem Meet

Pagodas

The Estate of Charles Lewis Haymeister Dr

To an Overcharge Made by the Said Accountant in his
Examination on Account of the said Company
Which he was Ordered to Refund by the Honble
ment of Negapatam the 18th January 1761 Viz. 1752.2.8

To a Deficiency of 1501.7.8 Stated Collon that was
upon Delivering that Article there under his Charge
belonging to the said Company at Bombilipatam
to his Succession in that Employ 2225.7.2

To a Loss Incurring on the following Article there
under his Charge and Which happened there his
Neglect at Bombilipatam aforesaid 1.5.4.30.18
Collon Charged to him the Prime Cost being 597.2.0.17

1.9312.14.8
23 ½ Cent upon Dr 4656.11.0

Deducting for an Error
the said Collon Bill for being damaged } 13479.12.8

Due Difference being Now Charged Dr 5702.2.17

To the Ballance of the said Standing Bills due
to the said Company at the time of his leaving
Bombilipatam Which According to Standing Rule
of the said Company the said Account were
Obliged to take upon his own Account 1074.5.8

Total Florins 15800.8
Madras Star Pagodas 6262.-

Port Saint George 27th April 1762

Errors Excepted
Per Bo Foster

Read and filed
the September 1762

The Answer of the Rt Honble Arthur Philip Earl of Egmont Viscount Perceval of Emly and Baron Lovell & Holland Merchant Executor to the Last Will & Testament of Charles Lewis Hagemeister Deceased and Merchant and Director of the United East India Company of Holland to the Bill of Complaint of the United East India Company of Holland Merchant Daniel Bartholomew Trustee

These Defendants Answering Saving and Reserving to themselves all and all manner of Benefit and advantage of Exception to the Many Insufficiencies in the said Bill contained for Answer thereunto or unto so much thereof as these Defendants Are Advised is Material for them to Make Answer unto These Defendants Answer and Say that after the Death of the said Charles Lewis Hagemeister these Defendants Exhibited their Bill of Complaint in this Honble Court against the Executors of the said Charles Lewis Hagemeister and these Defendants Caused the Books of the said Charles Lewis Hagemeister to be Examined and these Defendants Believe that they cannot find any Account Charged in the said Books of the said Charles Lewis Hagemeister against these Defendants or any Sum or Sums of Money Received by the said Charles Lewis Hagemeister for these Defendants Use and these Defendants Are Advised that they Cannot Compel the Executors of the said Charles Lewis Hagemeister to Account before the Commissioners for Accounts in the Manner Prayed by the said Bill of Complaint and these Defendants Are Advised that they Cannot Proceed at Law against the Executors of the said Charles Lewis Hagemeister for the Recovery of the Money Claimed by the said Bill of Complaint and these Defendants Are Advised that the Only Proper Method for the Plaintiffs to Recover the Money Claimed by the said Bill of Complaint is by Application to the Commissioners for Accounts and these Defendants Are Advised that the Plaintiffs Cannot Maintain any Action at Law against these Defendants for the Recovery of the Money Claimed by the said Bill of Complaint and these Defendants Are Advised that the Plaintiffs Cannot Maintain any Suit in Equity

a Sufficient Proof to the Hon^ble Court that Neither
the Ship the Chief Answering Would Not take up
Arrested Nor would he at Bombatam Be Indicted Neither
are of Opinion that the Said Charles Lewis Augumeter
Answer for the Allegation Complainants Bringing
the Cottonbags that was Ordered by the Government
that the said Charles Lewis Augumeter Must Expect
Argue that these Defendants Should Pay it Without
Shewing Sufficient Reason Why it was not so
Chief of Bombatam had Settled With the Lower
Eight Days before the Departure of the Said Charles
Augumeter from thence as a Ballance of an Account
this Said Complainant of a Smaller Sum is Paid by this
a Memorandum from Tegapatam Which Never
Defendants have Ready to Produce this Hon^ble
Regard, these Defendants Cannot imagine how the
Bombatam Could let the said Charles Lewis Aug
Depart from thence before he had Cleared the Cott
Superviser at Tegapatam With Respect to the
If any such Sum was Demanded, Must and
These Defendants further beg leave
that as No such Bill appears upon the Books of the
ded, they doubt not any Person Which was Obliged
of the Said Charles Lewis Augumeter to Pay any
Bill which the Complainants Endeavour to Make
Dash Delivered in a Book Stamped without Ever
Reason for it

That These Defendants Some Months
of the Second Article Where

Said Account of the Delivery of the Mare by the
Answer of the Defendt. Signed by the Two Ca
Who were Appointed to Ad Perused at the Hearing
these Defendants find that there Are Contained
a Declaration Concerning the Cause of the Dea
Without Any Working Any Wounds of a Nature
Charles Lowe Haymonger, Roy Robert Bell of
and Thomas Howard Seven hundred and Nineteen
Fifteen Shillings of the Pounds of the Said Callan
Spotted Dun Coat of long Tayl Babe by Shrimp
Ballance and the Walls of the Fort and Houses
and Castle on the Main Fronting aboard Rolling
on Each Side two or three Pocked Pounded and
to the Spanish Merchant Caldant by the Defendt
least that Damage of the Callan Occasioned by
Walls and Ballance of the Fort on the Side of the
Consequently is Not Liable Answerable to the Neglect of
Charles Lowe Haymonger but to the Publick Enemy
Time or for that Part of the Callan Which Merged
How for the Damage of it Cannot in any Way
the Neglect of the said Charles Lowe Haymonger
Want of More Proper Place than Upon Castle
Sundry Notable and Which is Well known to the
upon the Coast West coming but If the Company
Make Upon Place for the Reception of Goods
the Deceased Estate to Answer Such a Neglect Which
Answer and which we Must beg leave to Observe to this
is that the Callan Might have Lost Many Years
Service and for Must Doubtless have Contributed
to the being Rolled and not to the Loss

With out Demanding from the Same a Third Part of the Outstan
ding Debts Due to the Said the East India Company of
Holland at the time of His leaving Bimlipatam, how unreasonable
this Demand is out humbly Leave to the Opinion of this Honble
Court Not One of Which that We know Was Contracted by the
Said Deceased and if they Were, Must Certainly be advanced
for the Benefit of the Said Company and What he Could Received
No Advantage from, but the Promoting this Interest, and by
the Direction and Approbation of the Chief of the Factory this
in Case any Debt Was Made by the Deceased, for if there was
None He Certainly Cannot be Accountable for What he did
Not do, Which does No Way appear and for what Information
the Bill of Complaint gives Might have been Contracted three
Twenty Years

That We the Defendants Are Very Ready
to Discharge any just and lawfull Debt that the Deceased
Estate Might Owe, but are Must beg Leave to Observe to this
Honble Court, that Not One of these Appears to be so, but to the
Honble Court, that Not One of these Appears to be so, but to the
contrary as Account Since the Deceased Death

All Which Matters and things these Defendant
is Ready to Aver Maintain and Prove as this Honble Court Shall
Direct and humbly Pray to be hence Dismissed with their
Reasonable Cost and Charges in this behalf Most Wrongfully
Sustained

John Philip Fabricius
John Callands

Sworn the Second May 1762 Will[m] Cranwell
Sam[l] Ray Atturney Attorney for the Defendants

Read 2nd time
5th April 1765

Replyander of the
Company of Holland by their
Barbadoes Factor the Hon.
Respondt Mr. John Phillips
and John Holland Executor
of Charles Lucas Deceased

Thes Replyants Complainants in this
Cause and Petitioners to the Honble the
of Exception to the Many Errors Imperfections
in the said Answer Contained for Replication
that the said Answer is Very Insufficient
to be Replied unto And these Replyants further
of these Exceptions cannot find there entered the said
and Charge his Estate With these Replyants Just
possession to the Fort the Court at the time of
their Demand — And the Defendants have Neglected
said Demand of these Replyants are Not a Sufficient
Conveyance to the Slaves of the said Negroes but
as there was not made before the Commencement of
For these Replyants are Well assured that the
Defendants could have Satisfied these Replyants
Demand have no Ground —

Thousand Seven Hundred and Sixty two Pounds
Ten Eight pence on the said Thousand Pounds
Made by the said Negroes and the Defendants
in What manner the Estate came there Which
that upon the Decease of the Settlement of
there ought

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upon being Examined at Negapatam Were found overcharged in
the several Articles therein Inserted to the above Amount and as
the said Deceased Negotiated according to the Natural of his
Office And the Established Customs of the Netherlands East
Indies Company was Responsible to the said Company for any
overcharge that Might appear in Such Accounts he was Ordered
to discharge the same by the Order of the Presidency at Negapatam
dated Eighteenth day of June one thousand Seven hundred and
Sixty one and that the Eighteenth day of January Which was at
Mistaken in these Replyants Bill as Will appear upon an Authen
Such Extract thereof Which these Replyants Will produce and
Due time So that it cannot now appear any Wages Mistresses as that
Defendants have Represented that the Executors of the Deceased
Should you not bring the same away from the said Settlement at
Negapatam Which he had Not Received the said Order from
Time Which did not Arrive till his departure As the Article for
Deficiency of Seven thousand five hundred and One half
Pounds of Sweet Cotton these Replyants Will Maintain the
Justness and Equity of the said Charge Further Replyants Cannot
admit of the pleas Made use of by the Defendants of the said
Deficiency Arising by the said Cottons being Exposed on the Walls
and Batteries Which is Only an Imaginary Method of
Accounting for this Deficiency And the Account Mentioned
by the Defendants to have been Signed by his Successor Insufficient
Proof to Support this fact And that Really been the Case and
the said Deceased desirous of availing Himself of this Plea
was his Indispensable Business to have made it appear
Immediately after the Blockade was over to the Gentlemen
of that Settlement and Not have Left a Material Matter
to the time that he was Ordered to Deliver over the said Goods to
his Successor who [illegible] this Method

being Supported by More Authentick Vouchers than
previous Ones have or Ought in the Judgment of the
Court to be the Article of One Hundred and Sixty Pa
Four Hundred and Sixty pounds of Cotton Damaged
Sagient of the said Bonnard, Three Rupees per
have committed any Mistake in the quantity of the
as set forth by the Defendant, Viz. the Article
Hundred and Eleven Thousand three Hundred and
Pounds and fifteen Shillings has no Manner of
With the above Article Now Charged to the Estate
Deceased Nor any Demand made for it. So as
Cotton now demanded, Satisfactions for the Dam
upon the Walls and Ballustrade of the Settlement
Same Houses and Damages thereby as set forth by
But these Replyants Say that the said Cotton
Bill was Kept as proper Godowns for that purpose
Settlement belonging to the Company and not only
the Damage alledged through the Negligence and
of the said Bonnard Nile the Last Article Demanded
Replyants Being a Third part of the Out Standing
in the said Settlement taken upon them together with
of that Settlement upon their coming to the Charge
Standing to the Credit of the Company they were by
are Responsible for the same Houses that Replyants
Ready to Deliver to the Defendants the Amount of
part thereof as may be Reasonably Demanded

All Which Matters and things these
are Ready to Aver Maintain and prove as this Honble
Shall Direct and humbly pray as they have
Read and filed
15 June 1763

The Rejoinder of the Reverend Mr. Johan Philipp Fabricius Danish Missionary of Tranquebar and John Holland of Madrass Merchant Executors to the Estate of Charles Lewis Hagemeister Deceased late Senior Merchant in the Service of the united East India Company of Holland Defendants to the Replication of the united East India Company of Holland by their Agent Daniel Bartholomew Exster Complainants.

These Defendants now and at all times hereafter saving and Reserving to themselves all Manner of Benefit and advantage of Exception to the Many Errors untruths imperfections and insufficiencies in the said Replication contained Saith that all and singular the matters and things in these Defendants Answer are certain true and sufficient in the Law to be replied unto and these Defendants further Saith As to the first Article that the Replyants insist upon charging the Estate of Charles Lewis Hagemeister With is for a Pretended Overcharge of Eight Thousand Seven Hundred and Thirty two Florins, Eight Stivers and Eight Pence Which they say Arose from the Purchase of Sundry Provisions Provided by him for the Blockade of the Factory of Bimblipatam and Concerning Which the Replyants refer to our Order of the Presidency of Nagapatam by which he was Ordered to refund the said Overcharge These Defendants further Say that they cannot Possibly admit of the said Extract for a Sufficient Proof of the legality of the said Demand Nor is it to be imagined that the said Deceased Charles Lewis Hagemeister could Provide any thing for the use of that Factory without our Order from the Chief of that Settlement and under Whose Order He was not to be supposed that if such an Overcharge were made but that the said Chief Would have taken care to have made him refund it before He left the Settlement and not have left it for his own Safety to their Presidency at Nagapatam to make a Demand of it therefore the

Duration and Opperation of the said Charter and the same Must be Accountable for the said Particular Cargoe or Cargoes were Landed and not the Estate of the said Charles Lewis Augustus especially as the said Plaint Declares from a Management that the said Lewis Augustus did not approve of them for the Reason that He would be Answerable for the Ill Consequences thereof Duly and at large Appears by a Certificate given by the said the said Deceased Charles Lewis Augustus and ready to be Produced with this Honble Court Which by that the Clear and Reasonable that the said Charles Lewis Augustus is not Culpable nor Accountable for that were Sanctioned by the Sanction of that Power Defendants Humble and respectfull Court

And the Article of One Hundred and One and a half Pounds of Short Cotton these Defendants do still cannot admit any part of that Fraud and cannot admit of the Replyants Allegation to be only an Imaginary method of Accounting for Cotton Actually arose from it being repaired upon the Wheel as before recited in the Examination of the Defendants there has not only been Signed by the Surveyor But also in the Presence of a Committee of three of the most Eminent Who were in that Place at the time of the Blockade and Signed to the said Examination and how Honestly and Impartial manner these Defendants are greatly Surprised the Replyants have so Boldly Pleaded that as Mighty and they Humbly Presume Will not Impose the

Walls and Batteries really had been the Case it was the Defendants Indispensible Business to have made it appear immediately after the Blockade was Over to the Gentlemen of that Settlement and not have left so Material a matter to the time that He was Ordered to deliver over the Goods to his Successor However consistent in this Accusation for Could it be Expected either from the Demand or any Person Else to make any thing Appear that was not in the least Obvious Therefore Defendants therefore most humbly leaves to the Judgement of this Honble Court that can it be Conceived by any Person that in so large a Quantity as One Hundred and Eighteen Thousand ⁊⁊⁊⁊⁊⁊⁊ Eight Hundred and twenty One Pounds of Cotton that a Discovery could be made of a Deficiency so small as the Sum of Seven Thousand five Hundred and One and a half Pounds of Cotton or that it could be Perceivable either by the Demand or any other Person Whatever immediately after the Blockade was Over and Which Must have been the case for to have brought the said Deceased Charles Augustus to a Resolution of making that Deficiency Appear to the Gentlemen of that Settlement

And the Article of One Hundred and Eleven Pounds three Hundred and Nineteen Pounds and Fifteen Sixteenths of a Pound of Damaged Cotton these Defendants admit of the Replyants Assertion that it has no Manner of Connexion With the Article that the Replyts Pretend to charge the Estate of the Deceased Charles Lewis Augustus With an Amount of the said Damaged Cotton and these Defendants also admit that no Demand has ever been made of it But these Defts. admit that no Demand has ever been made of it But these Defendants can by no means admit that the Replyants can have any just Pretension to Demand from the said Deceased Estate Satisfaction for One Hundred and thirty five thousand four hundred and thirty Pounds of Damaged Cotton as these Defendants can Prove and Doubt not But to the Satisfaction of this Honble Court and time that at the time of the Delivering Over the said Stores to his Successor that no Stores of the Description Over the Ballances these Defendants

Dubach Assigned Went before the Governor and Council at Jeanjanbar for enforcing he Sailor Oath Declared was that he was too much afraid for enforcing he Sailor Oath Declared was that he was too much afraid he dare not Discard all hire Family and himself had therein he dare not Discard all hire Family and himself had therein Dependence upon the said Dutch company Every Sufficient Proof that he could say nothing in behalf of the Respondents Was beginned to add one Circumstance more Which is that the said Deceased Declared upon his Death Bed he Owed no body any thing and moreover Sold the Demand Which the Company have made view of his Effects as this is not Accustomed thing amongst them, But hoped the had taken care to Secure it by Placing it in the hands of the English

All Which Matters and things these Defendants are ready to Aver Maintain and Prove as this Honble Court Shall Direct and Humbly Prays as in and by their said Answer they both already Prayed

Willm Cranwell
Attorney for the Defendants

Note of Extraordinary Victuals employed for the Entertainment the Militarys Artillery &c: have Residing, Which at the Cessation of the Blockade of the Town of Bonilegatta was Sent for from Jaggernaikpore Made to be admitted of by Lubbert Van Haan Esqr President & Governor and the Council at Jaggernaikpore Viz

1 Ox	florins 336. - -
1400 Pieces fine Bread	- 229. - -
432 lb Chinese fine Dabre	- 32. - -
20 Pots Goats	- 96. - -
12. Hogs	- 15. - -
30 Fowls	
	Total florins 908. - -

In the Admiralty Court of Vizagapatam the 16th of
September 1758 Before Charles Lewis Hagerman
Johannes Nagel Harris Judge

Debts Languages of the Corporal Joseph Smith
Late of St George
Deceased

I Have Examined as many as made
Debts Languages of the Corporal Joseph Smith
Late of St George
Deceased
to the best of my Knowledge
J. Bradshaw

Sworn before me
Charles Smith
Mayr

Note of all and Extraordinary Charges
made at the Bay side of Vizagapatam during the
Space of 28 days by the Ambassadors of Young Prince
Abraham Bukar made to the Deceased Mr Joseph
Johnson Esq late President & Governor at the
Vizagapatam

Pr Contra

Cr

Per Contra the Officers and Sailors of the Company Ships
and of the Ships Godeyn which were detained on shore
all the Company and Malay Messengers and Soldiers &c

To 20 Camels & Portmony one
Days Hire to Portmony one
To 6 Bullocks at 16 Fanams each one
To 6 Bullocks & Portmony one
200 Pieces for Forage to these Animals
at 2 1/2 the Piece
To 100 Pieces Rice for the Subsistance of the
Company Malays and Coolys Employed
for the Space
of 28 Days

To 960 lb of Ryce for the use of the Officers and at 1/4 the lb
16 lb Bread of the Biscuit
To 200 Pieces Small or Mall for the Victuals as for Bacon and
Stock at 1/8
To 100 Pieces Ghee or Cadjang at 2 1/2 the piece
To 800 Canns of Vinegar Purchased at Vizagapatam for
To 500 Fowls purchased at 16 pagodas because of the Death
To 46 Pieces of Long cloth for the Making of Anchor Mitchi
hand Carried by Night up to the Walls and Battery
at 7 1/2 Pieces
To 2 Longore Vessels purchased for the Marines Mitchi were
Returned on Shore for their Service a day at 60 Pagodas
Longer than for two Longore Pagodas 120 is
To Purchased fine Wood
To Wages for bringing Sweet Water Mitchi in the Fort
100 Coolys for Working day and Night within the Fort
them for bringing down bails of Cotton upon the Walls for
Safety, and for making for them at 1/8 Coolys every
Day, these for the Space of 28 Days
To 30 Piece which were sent upon Intelligence to procure these
things went in Mitchi and down there also at 2 Every
Month
To Bally for 30 Days to the same at 2 every day these
for the Space of that time
Paid to the Inhabitants whose Houses were pulled down
because of these being Situated to right the Fort these Charges
and the Demolishing of the Same

To the Coolys for Making
30 Boats Negroes because of their Separation of the Boat
Sailors out of the Country Viz
To 16 Boats for bringing the Officers and Sailors from Board
and for Carrying them again on Board
To 6 Boats for bringing on Shore three guns of three pounders

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Ten Bunt for the Company on Account of 2200 Cattys of
Sandalwood Wanes Charges & Remains Cattys
Cattys 2200 Cattys for your proper Account
Ballast 200 Ballast for Company 2400 Pieces
Small Cattys 200 Cattys 2600 Cattys
Cattys 100 Market Bad Sorts Ballast 2700
Cash and 6 Boxes

20 Bunt Rupees at 6 P. for every Rupee

From the Companys Storehouse
in Europe Rupees for Three quarting the same upon the
Walls and more Where else.

Fort St. George
22 June 1768

Sworn before me
Charles Smith
Mayor

To the Netherlands Sent of Banjalgatt
the Letter of February A.D. 1765 Signed Charles
Louis Hagemeister Adjutant Corp Lehmann
Hazelkamp Secretary

A true Translation as Near as Can be from the Original Annexed
Dutch Language

Fort St. George
22 June 1768

To the best of my knowledge
J. Breithaupt

Sworn before me
Charles Smith
Mayor

Extract

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Translation Bandaar Sidajome Navayna and the Company
Brennias Markoe Kistanapa have Called upon here at this Outery
Bill on the 25 May 1760 were carried by the Second and Cashier
at that Time the Deceased Junior Merchant Charles Louis
Hagemeister in order to Make Such use of it as You Shall
please to direct; but we have just now discovered that that same
has not Entered in the Books about Extract
has not Entered in the Books about Extract

(Signed) William Duyneveldt
Adjunct Secretary

A true Translation as near as can be from the Original hereunto
Annexed in the Dutch Language
to the best of my knowledge

Fort St. George
22 June 1768

J. Breithaupt

Sworn before me
Charles Smith
Mayor

Extract of the Resolution
taken in the Council of Naga-
patnam on Thursday the 16th
of June Anno 1761.

Further Was it found good in applying to the Letters from
Vizagapatnam first to repeat the just remarks Comprehended in
the Letter which was dated from thence bearing date the 7th of March
last upon the great Exaggeration the Chiefs have made about the
threatnings of Wangada Pratinaigar Dewan of the Young Prince
Vizeramaraja, as that he would come down with a great force to
Visagapatnam, so that he would come down with a great force to
attack the Fort but thought by this Ground it had appeared that all the
exaggerated Difficulties With Respect to that were Settled by
Paying him 20000 Rupees and that in the mean time they had
thought proper not only to detain the Ships Ansenburg along time
without conclusion, but also to bring in Such Enormous Charges as

Which undertaking they Would have made the Commencement
had there not been appearing Some Obstacles which
have Wholly Withheld and Restrained the Board of the Company
to compleat the purchasing of the Pieces Negapatam
Village and Garden to the Amount of Three pagodas
Offered for the Same Pagodas Twenty and pieces Eight
Two, besides the Extraordinary high price of every
thing on all to the Sum of 1272 Pagodas and Eight
Pieces Eight Twenty Three to be Months not yet Arrived
for the Military use of the Place Negapatam, notwithstanding
I have Urged the Absolute Necessity of that Thing Which all
things that were we good Consideration to the Company
Conferred the Council to allow them of that Sum
Three Pieces of Eight Twelve with the Head of Nine and the
Remain from Negapatam pieces Which they May have
not appear What has been done With it With pretence
that (Paied that the rest of the Money Such as
Inhabitants on the Company Cash which they are
to obey without Scruple

A true Copy

P. Vanderkaay

A true Translation to the best of my Knowledge from the
Dutch annexed

Fort St George
23 June 1762

A Breithaupt

Sworn before me

Charles Smith
Mayor

of the Honble Company's beloved Trade, and the Conservation of their
Esteem have, to take upon the Honoured approbation of the Chairman
del Government, the Northern Villages and Salt Ponds still for one
Year a new to Farm, and Seeing that the Continuing Extortion made
on the part of the Lord of the Country could Not be shuffled off
hath been constrained for the said and other strong reasons hereafter
to advance a half Years Farm Rent Viz.t Ten thousand Rupees
And Whereas the Second M.r Charles Louis Regenmorter having
Not long ago Deserted his dear Mistress, has declared, that he on some
or other things cannot conform himself with the said Chief; Therefore
it is that the Undersmitten taketh all upon his Account to be
answerable for it, giving him upon his Request, in the meantime
this for a Witness thereof Done Negapatam the 3.d of July 1762.

Peter Ab Broomsveld

Sworn to be a true Translation from the Original by M.r
James Taylor before me this 23 July 1762

John Whitehill
Warman

Translated from the Dutch

Negapatam

To the Honble Lubbert Jan Van Eck
Governour and Director of the Coast
of Choromandel &.c &. Worshipfull
Council there

Honble Sir and
Worshipfull Sirs

The Undersmitten in the second Place, having according to
Your Honors respected Order, duely done the Transport of the

together with Christopher Lange Esqr the Gentlemen
lately deceased togo the three Seamen and Boat
Letter accompanying them, With Leave we respectfully
Sum of Wages for the Most Absolutely Necessary
they have received the Wages for the past and the
for the Insuing Month

Wherewith we have the Honor of Subscribing
the profoundest Respects

Fort St George 15th December 1765

Extracted from the Books

Fort St George 15th December 1765

Extracted from the Books

Goods as there have been found to day in this Factory readily to vouch
done upon the highly Respected Order of the Honble Lubbert Van
Baron Van Eck Esqr Governor and Director of this Coast of
Commandel and its appurtenances, and of the Worshipfull Council
of Negapatam in the presence of us the Committee Signed in
Margin and Expressly denominated by the Chief Peter Abraham
Broonswald Esqr duely delivered by the Younger Merchant
and Second Charles Lewis Hagemeister resigning to the Bookholder
Jan Visscher Succeeding Second as followeth

Ready Money of the Great Cash

Fl. 94132. 2. in 6262 1/2 Star Rupees according the Ballance

Ready Money of the Little Cash

Fl. 1692. 12. According to the Ballance; Viz.
Fl 1962. 16. 8 in Ready Money
13156. 1. 8 in Money running & Memorandums Viz.
Fl 3076. 1. 8 By Evidence of Several Memorandums
of Ships, Sloops, Boats &c
1000 - - - Stood by three Ordonnances to the Lodge
now Remark paid to the Build. of the Fort

Fl 13156. 1. 8 as above

Fl 1692. 12. The total as above

Outstanding Debts

Fl. 322390. 17. According to the Ballance; Viz.
Fl. 34442. 19. 8 Sebastyn Wiermeer
44194. 2. 8 Apukelpandal Kistnamma
33911. - - Kistapandal Ramma Chetty
7000. 19. - Godaloty Narayna Comp. Chinny Chetty
6937. 4. 8 Pareapanna Regunaty Alee
6543. 3. 8 Sinna Wiranna
20916. 13. 8 Wenapa Coyen & Dalboy Covay
15264. 14. - Mogooty Chetty Naggya
10495. 12. 8 Tamany Nayanghee
2690. 6. 8 Sylamall Narimbelee
1633. 8. 8 Sinna Tenna Giddy

Merchandize

47692 lb. Mace According to the Ballance Viz.t
46208 lb Contained in 20 Bags
3712 lb By Memorandum of the Lost Weights
42496 lbs
2712 lbs for the Back the Body
46768 lb the Consumption Chest
47692 lb as above

23242½ lb Cloves Whereof
3296½ lb According to the Ballance and
1946 By the Ships Augenburg Leonard and [illegible]
23242½ lb as above Viz.t
16728½ lb Spent in the Cook Shop
1296½ Lost in the Cook Shop
4636½ Lost in the Cook Shop
640 for Memorandum of the Lost Weights
23242½ lbs
34 lb for the Back the Body
23276½ lb Cook and Cook Shop Lost Weights
23242½ lb as above

346535½ lb Nutmegs According to the Ballance
47365 lb by Cook Maid & Cook Shop Maid
19603 Spent in the Shop and by Cook Maid
33383½ by Cook Maid & Cook Shop Maid
2756 by Cook and by Nutmegs Minded W.
877 By Memorandum of the Lost Wt.s in the first 6 Mo.s
72 Spent
58 In the Back the Body
436 In Nutmegs Mouldered Mag.d and Cook Shop
346535½ lb as above

25716 lb Cinnamon According to the Ballance
2716 lb By Memorandum of the Broken and
96 Spent
536 In the Back the Body
25716 lb as Mouldered
Lost Weights

71643 lb Pepper According to the Ballance
1356 lb By Memorandum of the Lost Weights
1331 Spent

49826 lb Copper of Japan in Bars thereof
24826 lb According to the Ballance and
25000 Brought in the Ships Augenburg Yet not taken in
49826 lb as Mentioned there
67½ lb per Memorandum of the Lost Weights in the first 6 Months

49758½ lb as above

63074 lb Persian Old Brass Ware According to Ballance Whereof
49¼ lb Per Memo of the Lost Weights in the first 6 Months
6358¼ lb as above
63074 lb as above

7½ lb Vermillion grinded According to Ballance Viz.t
3½ lb per Memo of the Lost Weights in the first 6 Months
4 lb as above
7½ lb as above

322037½ lb Spelter According to Ballance thereof
131½ lb per Memorandum of the Lost Weights in the first 6 Months
32198 lb as above
322037½ lb as above

4593 lb Alum Solida According to Ballance in Straw Matts
1317¼ Lump Ditto Whereof
170 lb per Memo of the Lost Weights in the first 6 Months
30 In the Back the Body
1285¾ lb as above
1317¼ lb as above

17357½ lb Barilla for in Store According to the Ballance
6434¾ Powder Sugar According to the Ballance
196½ lb per Memo of the Lost Wt.s in the first 6 Months
316 Spent
24 In the Back the Body
6373½ In Store Most all the Casks being Shattered and the Sugar
6434¾ lb as above beginning to Melt

17822½ lb Ordinary White Benjamin According to the Ballance whereof
a great part in the Cakes and very in different

1193217½ lb Surat Cotton According to the Ballance Viz.t
730½ lb per Memo of three days Labr concerning the Loss
of that Spinning Stuff at the Blankets of the factors
some be lost upon the Walls and Ballconies of the
Ground below upon the Walls and Ballconies of the
Yard and on the Straw Floors Without to be lost

to the Honorable Command of
Master of the Ld Whipple
[illegible] Ton Burthen
being entrusted to the Custody
named Butler by passing over
the Mouth of the Said Harbour
Day Creek on the Starr Board
the Cottage on the Said Creek
good Sea Room enough to
[illegible]

[illegible] Hogsheads
27,3½ H. Tallow. According to the Ballance pass'd
in the first 6 Months

Goods for Presents

28½ C. Cloths of Various Colours according to Ballance
25½ at pass Mouth of the Harbour
27½ in Store

113¼ al. Cloth Yellow or Gold, according to the Ballance
64 at Pass Mouth of the Harbour
49¼ in Store

120 Ounces of Gold Wire according to the Ballance
2 Ounces Crimson Do
6 Do Green Do
6 Do Purple Do
5 Do Scarlet Do
4 Do Yellow Do
2 Do Carnation Do
7 Do Orange Do
4 Do Red Lyon Do
82 Do Gold Lace Do
120 Ounces in Store

3 P.s of Fine Scarlet Cloth according to the Ballance
2 Pieces Cut & Sold pass Mouth of the Harbour
1 Piece in Store

4 Pair of Pistols according to the Ballance
2 Do pass Mouth of the Harbour
2 Do in Store

14 P.s of Rangoes according to the Ballance pass Mouth of the Harbour in the first 6 Months
1 - of 9 Japan Shields According to Ballance in Store
1 - of 12 Japan Writing Boxes Do Do pass Mouth of the Harbour in the first 6 Months
6 - of Japan Varnished Boxes according to Ballance pass Mouth of the Harbour in the said 6 Months
7 - of Whole and half Arm Glasses According to Ballance in Store
13 - of Snuppers According to the Ballance pass Mouth of the Harbour in the first 6 Months
6 - of different Pieces of Spatterdos according to Ball.ce Do Do Do
22 - Bottles of Rose Water according to the Ball.ce pass Mouth of the Harbour in Do
6840½ lb. Sandall Wood According to the Ballance three
336 lb pass Mouth of the Harbour in Do
6454½ in Store

24¾ Bottles of Brandy According to Ballance Viz.t
22 Bottles pass Mouth of Harbour as above
2¾ in Store

9¾ of Distilled Waters of this Country According to the Ball.ce pass Mouth of Harbour
382 Canes of Uppy Wood According to the Ballance Viz.t
58½ Canes pass Mouth of the Harbour as before
20 Do in the Fort left Wrights in 1.st 6 Months
174 Do in the Bank the Ruby
130½ Do in Store
382 Canes as Mentioned

Ready Commodities

20 P.s Ordinary Flowered Gauzes According to the Ballance
35¾ Samples of Garments Item

Baggage Stores

391¾ lb. Pack Cloth (Dungaree) According to the Ballance pass Mouth of the Harbour
2 P.s in the Bank the Ruby
391¾ in Store

1753 P.s Pack Gunnies According to Ballance in Store Do
818¼ lb Pack Cord Do Do Do
1795 Pack Twine Do Do Do
1693½ Lines

Goods

Goods for Ord.

21 P.s Broad Wright. Wheeled
3 P.s Ditto for the Ballance from 1 to 18 M.th
18 P.s 18 Month. Wheeled
16 P.s 2 .20
4 . — 2.8
1 . — 0
1 . — 2
1 ½ . — 2
2 . — 4
37. H Holland Sheets According to the Ballance of Invoice
264 Holland Sheets According to the Ballance Wgt
231 lbs H & 33 lbs of the 1st Weight of the first 6 Months
30 — 2 Dog Sheets for the Young Folks
233.5 lbs
1617 lb the sheets
30 P.s H Holland Sheets According to Ballance in Sheets

Warlike Ammunition

6 Cask H Lead Powder According to Ballance in Sheets
32.10 Pieces Wheeled
150 P.s Fallow Wood Cartridges
2 . Brush Ditto
28 . Sheep Ditto
2 . Corning Ditto
3184 . Cartridge Paper
71 . Cylinder Shaped Sand
23 . Cylinder Shapes
69 . Cylinder Shapes of Copper
22 . Cylinder Instruments for Guns
8 . Cutting Shapes
32 . Worm of Lead
22 . Worm Cylinder Cases
30 . Cases H Gun Powder
14 . Wooden Cases for Powder
4 . Boxes for Powder
30 . Boxes for Powder
30a . Boxes for Powder
12 . Boxes for Powder
300 . Boxes for Powder

Brought Over P.s
20 . Hay Sacks
4 . Large Powder Chests
5 . Portable Chests
12 . Brass Country Daggers
12 . Coloring Irons
5250 Ditto the Other, as on the other Side

Equipage Goods

34 Pieces Wheeled
4 P.s Iron Anchors, Viz.t
1 H.d Upon the Ruby
2 . Foot Shore
2 . Compasses on Shore
1 . Iron Ballanced
2. Pair of Copper Scales
1 Piece of Hand Iron
1 . Dutch Shovel of 5½ Inches
2 . Iron Bunches Dutch ware
2 . Wheel Barrows, Viz.t
1 H.d . Upon the Ruby and
1 H.d . Iron Shod
2 Iron Lines Wheeled
1 H.d . Upon the Ruby and
1 H.d . Iron Shod
2 . Iron Shod
1 . Mast
1 . Sail Yard
2 . Tarpaulings Wheeled
2 H.d & Moiety of the Weight of the first 6 Months
6 H.d Iron Shod
6 Cask Sythes
34 P.s on shore
2 Rolls of Dutch Sail Cloth
1 Quire of Paper
26 . Bundles of Iron Rattings Wheeled
21 Bundles & Moiety of the Ballance in the first 6 Months
13 H.d . . . on Shore
2½ P.s Sail Cloth, Shipt from Holland

Armoury Goods

905 Pieces Wheeled

100 . Bagged Sheets
1 . Copper Scoop
600 . Mats
1 . Portable Crane Mast
1 . Capston
11 . Bags for Cardadore
[illegible] . Bandaleers

6 Pcs of Ordinary Baftas

Timbers

833 Pieces Wallowa Timber

21 Pieces Bengal and Bruce Wood length 20
6 . . . 18 Inches of Do Breadth 18
2 . . . Do of 15 Inches 16
[illegible] . . . Do 14
4 . . . Do 12

4 . Pieces Wooden Bottoms 8 Inches [illegible]
220 . Pieces Planks 18 Inches [illegible]
[illegible] Do Square and 18 Inches [illegible]
342 Do Planks

833 Pieces as above

Goods Not Ent.d

91 Pieces Wallowa Timber
1 Piece and Iron Bolt
2 Pc. Wooden Stocks
21 . Planks Long
1 Do Set 9 Inches 1759 and
16 . 1760
4 . Old ones

1 . Wooden Spoon
1 . Stand for Ladle
2 . Iron Bolts and Washers
1 . a Copper Scoop
1 . a Wooden Stock
12 . Augers
2 . Copper Cocks one in the 1759 and 1760
2 . Gaffers
[illegible]

200 [illegible]

Several Trade Books

30 Bundles Wrong

1 Cashiers and Expences Book de 1753
1 Do Do 1753
1 Do Do 1754
1 Do Do 1755
1 Do Do 1756
1 Do Do 1757
1 Do Do 1758
1 Do Do 1759
1 Journal and great Book de 1753
1 Do Do 1753
1 Do Do 1754
1 Do Do 1755
1 Do Do 1756
1 Do Do 1757
1 Do Do 1758
1 Do Still Continuing 1761
1 Bundle of Various Papers beginning from 1754 and going till 1736
1 Do Do Do begin.d from 1753 and going till 1763
1 Do Do 1760 & Still Continuing
1 Do Do 1754 Do
1 Do of Amount of Goods 1754 Do
1 Do of Do Arriving 1755 Do
1 Do of Letters giving Orders from 1753 untill 1759
1 Do of Memorand.s Coming & Going 1759 continuing Still
1 Do Do 1751 Do
1 Do of Rentings from 1755 Do
1 Do of Debands Do
1 Do of the Current of Prices
1 Do Account of the State of the Great Cash

30 Bundles together

In the Dutch Factory at Vizagapatam the last day of May A.D 1761

In the Presence of

For the Delivering
Ch L Hagemeister

B.n Reyt
Charles Lushington

Received from the Merchants by Virtue of a Warrant
of Privy Council to the Value of the Cargoes of the
Ships Mentioned in the
Annexed Schedule

Sworn to before me at Somerset House London this
the 28th July 1762

John Whitehill

Deputy

Schedule referred to

Expenditure

Received from the Merchants by Virtue of a Warrant of Privy Council to the Value of the Cargoes of the Ships mentioned in the Annexed Schedule on Account of the Duties of Exports paid to the Commissioners of Customs by the Merchants

Paid Debentures upon the Exportation of the Goods mentioned in the Annexed Schedule

Paid Drawback upon Callicoes

Paid the Charges attending the Receipt Keeping and Issuing of the Money

Paid Bounty upon Linnen exported

Paid Bounty upon Sail Cloth exported

Paid Bounty upon Refined Sugars exported

Paid Bounty upon Gunpowder exported

Paid Bounty upon Corn exported

Paid Bounty upon Flour exported

Paid Bounty upon Starch exported

Paid Bounty upon Hops exported

Paid Bounty upon Beer exported

Paid Bounty upon Malt exported

Paid Bounty upon Barley exported

Paid Bounty upon Oatmeal exported

Paid Bounty upon Wrought Iron exported

Paid Bounty upon Cast Iron exported

Paid Bounty upon Anchors exported

Paid Bounty upon Cables exported

Paid Bounty upon Cordage exported

Paid Bounty upon Sail Cloth

Fine Oils
Snuffs do
Pots do
Hampers
Sopan Stools
Do Working Boxes
Whole and half Glasses
Snuppers
Spectacles
Rose Water according to the Transport Bills
Received in one Cask
Sandall Wood according to the Transport
Received
to Mess
Brandy mixed to the Transport
Remark
20 Ordinary flowered Gowannies
33¼ Samples of Gowannds
Pack Dungarees added to the Transport
Received
to Mess
Gowannes added to the Transport
Received
to Mess
Pack Cord according to the Transport
Received
to Loss
Pack thread added to the Transport
Received
to Loss
Lawns added to the Transport
Received
to Loss
Book Muslins
Sacks according to the Transport

Holland Nails according to the Transport
Received
to Mess
Holland Steel according to the Transport
Received
Great Powder
Ammunition Guns
Equipage Guns
Armoury Guns
Bengang Lime Beans according to the Transport
Received
to Mess
Lawns according to the Transport
Received
to mess
Chinese Planks according to the Transport
Received
Remark how to deliver
to mess
Guns not Stored
Several Merchant packs
Total
Deducted the Discount for the great
The Rest which M. Augustin receives
The Assistant of the Little Cask
Shan together the Cask
Similar to the 3rd of June in the Year 1761
The above Amount of £ 2341 13 Long Measure
By 230 Rose Gunnies at 3½ R. Rupees
To Cash
Balance
Jan Vilcher
Chinese Wk Rupees
Rose in the Pagoda
Seven to be a true Translation from
the Original before me
Fort St. George
July 1762

Mayors Court at Madraspatnam } Tuesday the 21 day of
} Anno Domini

L:S

Present

Edward Stracey Esquire Mayo
Thomas Powney — Arthur Cuthe
Francis Fowdan — Dr. John Heller

Aldermen

Between East
Company of Holland by
Daniel Barthelemy
Complainants and the
Mr. Fabricius of Nagap
Mr. John Called of
Merchant Defendant

This Cause coming on to be Heard and
this day in the presence of the Attorneys on both Sides
the Complainants Bill and Answer put
Answer, the Replication Sur Rejoinder, Four Exhibits
translated thereof on the part of the Complainants
and translated thereof on the part of the Defendant
the Pleadings Made use of by the Attorneys and on
both sides, It appearing to the Court that the
have not brought the Cash Proof amongst
made on the Estate of the Deceased Charles
This Court doth therefore think fit to Order and

Court of Appeals at Madraspatnam } Friday the 15th August 1760

Between the East India Company
of Holland by their Agent Daniel Barthe
lemew Sarter Appellants, and the Reverend
Mr. John Philip Fabricius of Negapt and John
Called of Madras Merchant both Executors
to the Estate of Charles Louis Hagemeister
Deceased late Senior Merchant in the Service
of the said East India Company Respondents

This Cause coming on this day to be heard and
Debated before this Court by the Attorneys on both Sides upon hear
ing the Petition of Appeal and Answer and the General Exhibits of
the Mayors Court together with the Decree of the said Court given
in this Cause on Tuesday the 21 day of March Anno Domini 1769
and upon due Consideration had of the Matter therein contained
and upon the Pleadings and Arguments used by the Attorneys
on both Sides This Court doth think fit to Order and Decree and
doth accordingly Order and Decree that the Decree of the Honble
the Mayors Court given in this Cause be and stand confirmed and that
the Appellants Petition be and is hereby dismissed with additional Costs

Per Curr

W. M. Goodlad
Clerk

Rd and filed
7 June 1768

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto Your

Allowance of the Honble Court did sell unto Your Orator about the twenty third day of October one thousand seven hundred and sixty seven forty garce of good Merchantable Salt Pagodas per garce Which were to be ready for Your Orator at Tenatheri as by Your Orators package from thence to Madras and the said Sebastyphen did contract with Your Orator for Your Orators allegation for the same That Your Orator having left goods with them to dispose of about the sum of two thousand pagodas Your Orator further shewth that he ordered some time in March last the said Sebastyphen should be dilligent about the Affair Your Orator recommended to him and requested the said Sebastyphen to dispose of the said forty garce of salt Your Orator had purchased some time before and which the said Sebastyphen afforded Your Orator his assurance and ordered Your Orator to go down himself to Tenatheri as Your Orator finding reflected on the proceedings of the said Sebastyphen relative to the said Salt Your Orator thereupon Meeting with an unfortunate Accident about the 20 or about the twenty sixth day of April in the present Year one thousand seven hundred and sixty Eight was forced to go to Pulicate and there Your Orator was informed the said Sebastyphen had not at Tenatheri above twenty six garce Part of the said forty garce of Salt He had sold Your Orator a little while before Your Orators departure for Bengal Under Your Orator is informed that the said Sebastyphen had received as forty pagodas being paid down from the Seller or Sellers who he sold the same to Your Orator for the said forty garce of Salt and retained the said twenty six garce of salt on his hands for not having the full quantity ready at the

had delivered the Packet and Letter he went on the said Sebastyphen and to know of him in particular how the said forty garce of Salt was disposed of and on the twenty Eighth day of April in this present Year as above written Your Orators secondmate returned Your Orator word from Madras as aforesaid that the said Sebastyphen had sent Your Orator the following proposals namely that he would allow Your Orator fourteen Pagodas per garce for the said forty garce of salt Your Orator had purchased from him at twenty Pagodas per garce that Your Orator might have the said forty garce of salt Your Orator being left to his option and procuring for Thirty Pagodas shew the Letter that day relating to the Security of the said Sebastyphens Message or answer Your Orator in consequence of the said Message did further shewth in consequence of the said Message He did Bargain and sell unto Gungapah Mungapah and Condapah the said forty garce of salt on the seventh day of May last in this present Year One thousand seven hundred and sixty Eight and did covenant and agree with them to deliver the said forty Garce of salt at Tenatheri on or before the fifteenth day of May in this present Year One thousand seven hundred and sixty eight on their engagement to pay Your Orator after the rate of thirty pagodas per garce for the said forty Garce of Salt and in case the same are not delivered at the time agreed upon at Tenatheri Your Orator was to forfeit the sum or Penalty of four hundred Pagodas for non performance of the said contract Your Orator further shewth that he hath made before and after his entering into the said contract with the said Gungapah Mungapah and Condapah unto the said Sebastyphen requiring him to deliver the said forty Garce of salt at Tenatheri and Your Orator would incur the said Penalty of four hundred Pagodas and the said Sebastyphen hath answered Your Orator that he had not

(entended for the said Forty Gowns so sold, there remains
unpaid to the Messrs the sum of Your Orator abovemen-
tioned as may satisfactory to Your Orator, who engrafted
said John Sykes would not have entered into any
such Determinate Measures Your Orator further shews
this Honble Court, by the said John Sykes Messages to
at Pulicate, he entered into the said contract with the
Company, Mongopah, and Candapah and by his agent
not delivering the said Forty Gowns of Salt to Your
Your Orator hath incurred the penalty of five hundred
which he hath paid unto the said Company, Mongo-
and Candapah, besides the further sum of twelve pardo
four fanams for their Cost of suit against Your Orator
said sum with the sums of One thousand and two hundred
Pagodas the amount of what the said Forty Gowns of Salt would
for to the said Company, Mongopah, and Candapah under
the said Agreement, justly and truly indebted unto Your
in the sum of one thousand, six hundred and twelve Pago
and four fanams and which is in sterling Money of Great
Britain, the annual sum of ninety Pagodas Eight shillings
of the hundred, and forty four pardo, twelve shillings and
three half penny or will more fully and at large appear by
the Account herewith annexed for the inspection of this Honble
Court, and to which Your Orator humbly refers prayes the same
may be annexed as part of this Your Orator Bill of Complaint
But now so it is May it please this Honorable Court the
said John Sykes wilfully and obstinately refuses to give Your
Orator any manner of satisfaction touching the premises Your
Orator therefore prays

Sykes may upon his Corporal Oath, a true and perfect answer
make to all and Singular the matters and things herein before
alledged, and set forth, as fully truly, and Effectually to all intents
and purposes, as if the same were here again repeated, and Interrogated
and prayed, as of the same were here again repeated, and Interrogated
this Honble Court shall seem meet

Wm Cranwell
Attorney for the Complainant

To John Sykes one of the Com.rs of the Revenue for Salt &c

1760 May	To the Company Salt & Mongopah and Candapah Pagd 40 Gowns which are behind and of those of Pondicherry for the 15th May last in company of Your Messages Council at Pulicate the same not ready for sale but through Your remissness it hath		1760 June 15	By Balance due
May 24	Not being delivered to them to the Penalty incurred through Your remissness for not delivering the said the Gowns of Salt as they ought to the said Company Mongopah and Candapah			
June 3	To Cash paid to the said Company Mongopah and Candapah for	12.6.-		

See on Cer
16 August 1765

The Answer of John
Gentleman One of the Attorneys
Honorable Court Defendant to
the Bill of Complaint of the
Honble Commander of the Ship
Advice now Riding at Anchor
Madras Road Complainant

This Defendant now and at all times hereafter
Saving to himself all and all Manner of Benefit
Advantage of Exception to the Many Errors Uncertainties
Insufficiencies and Imperfections in the said Bill of Com
Contained for Answer thereunto or unto so much thereof as
Defendant is Advised doth Materially Concern him
Answer unto & Plead Defendant Humbly and Saith that
absolutely denies to Stand Indebted unto the Complainant
Sum of One Thousand Six Hundred Twenty Pagodas Dela
Fanams or Different and Stated in the said Bill of Comp
and the Account Current thereto Annexed of which Defe
Honble Court will be Informed by the following Narrative
Fact Viz. That on or about the
Fifteenth day of October Which was in the Year of Our
Thousand Seven Hundred and Sixty Seven this Defendant
with the Complainant Sixty Canes of Salt which were the
near Tuticorin at Twenty Pagodas per Cane which the C
Servant was to receive on this Defendants Account for which
Cane He was to Load and did Load same aforesaid Boat
the 20th Instant that is to Say on the Twenty third Day of the
Month of October this Defendant being Informed that the
Complainant did not Intend receiving the said Salt Absolu
upon the said Bargain and that this Defendant had Sufficient
Order to Sell Same to Other Persons Did Send to the Comp

Write to the Complainant and Request Him that his this Defendant
Coringply had Informed him that the Complainant refused to take
the Salt which had been provided on Account of the said Salt
and that the Complainant would not take the Salt and desired to
know whether the Coringply had Informed this Defendant right
or Not and telling him the Salt was ready to be Delivered to him
as he knew, and that this Defendant could not by any Means
think of running off the Bargain they had made for it, and as this
Defendant was in want of Money should be glad if he could pay
this Defendant for it before he went to Calcutta as it might be
sometime before this Defendant might be able to Sell and receive
the Money for the Complainants Benjamin left with this
Defendant to Dispose of or to that Effect, In pursuance whereof
the Complainant came to this Defendants House and Said it was
very hard that he could not take the Salt &c. And upon Represen
ting to Him the Inconvenience that it would be to this Defendant
for the said Bargain not to be fulfilled and the Loss that He
was likely to Sustain on the said Salt on Account of the Monsoons
being Expected to set in soon & something to that purport this
Complainant gave this Defendant a Note of hand for Eight
hundred Pagodas being the Amount of the said Salt the Ben
Out of the Amount of the Benjamin which he left in this
Defendant holds to be Disposed of as aforesaid at the same time
Defendant holds to be Disposed of as aforesaid to this Defendant to
both as Verbally and by Writing desiring this Defendant to
take care of the said Salt as far as in his power and Dispose
of it if possible on his the Complainants Account and did also
on Order further and as fully as possible to Empower and
on Order further and as fully as possible to Empower and
Authorize this Defendant to do the best he could and what
he thought proper, gave this Defendant a Letter of Attorney
which said Note of hand Matthew Piguet and power of

Defendant Carlisly and Ready to be produced to the Court
when required But the Defendant Refused so to do
the Complainant upon their Selling Account about the
Purchase of the said Salt and the said Bargain & Sale
Commencement of the present Action, And the Defendant
saith that he Did in pursuance of the Complainants Re-
of the Power and Authority Vested in Him by the Complain-
aforesaid, that he Endeavoured to Sell the said Salt for the
of the Complainant but he was prepared as the Same was
Advanced and People Provided With what Salt they Have
and Seeing as the Seasons were coming on and there being
necessity of Securing it from the Weather, that all regard
Salt might Melt or be Washed away with the Rains he
Dont thought it most prudent and for the benefit of the
to agree with the persons from whom he bought it for
Carlisly & Ready was to Deliver the Defendant the said
of Salt as soon after the Seasons as Possible and the said
Venga Chilly Did Accordingly Enter into an Agreement with
Defendant to Deliver the same Quantity of Salt unto the
Defendant as is before the Twenty fifth Day of February
the Default of Which to pay the Value of the Salt with
Per Cent forfeit as then Agreed. Which said agreement
Received and Writing Duly Signed and Sealed by the said Venga
Chilly and as this Defendant Carlisly and Ready Produced
to the Worthy Court when required Did this Defendant further
saith that Soon about the Expiration of the said time for the
Delivery of the said Salt as aforesaid this Defendant and the
Salt Agent Together Repaired to the Towne Which Notwithstanding
the Power & which the Complainant had Received from
was so far as this Defendant Understood or believed none
to Judge many [illegible]

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Said Venga Chilly was to Deliver the Twenty Eighth day of Febry
as aforesaid for the said Vessell at that Price Instead of Selling the
any body else which Notwithstanding this Defendant could after
would have bought Salt Cheaper As thought Himself in Conscience
bound to allow the Complainant that Price But the said Vessell
Not Arriving as soon as this Defendant Expected and it nothing
Concerning for this Defendant to receive the said Salt from the said
Venga Chilly on that Account and the said Venga Chilly Alledging
that He could not keep the said Salt or be Answerable for the
Delivery of that Quantity after made at that place on to that Effect,
but that He would Deliver the same Quantity at the Aroegan and
this Defendant being Sensible or apprehending that He could
not Oblige the said Venga Chilly to keep the Salt at Sivatore
or Deliver it at any time after made and Indeed that it would
be Unreasonable to Expect it as the time for Delivering the same
was Expired and this Defendant Imagining that it would Make
little Difference Whether He received it at Sivatore or the Aroe-
gan He this Defendant Agreed to receive that Quantity of Salt
at the Aroegan And this Defendant further Saith that the
said Vessell not Arriving at Madras According to this Defendts
Expectations the said Salt still remained in the hands Custody or
Possession of the said Venga Chilly, And Sometime about the latter
End of April last, what Day this Defendant does Not remember
One Mr Lawrence who this Defendant has been Informed
Either was or were Second Officer of the said Ships Royal Admirals
with the Complainant applyed to this Defendant as he said
by the desire of the Complainant, and amongst other things Inquired
of this Defendant how the Complainants Salt had turned out
or what was become of it and this Defendant in Answer thereto,
to the best of his Recollection, told him that He had Sold it
for Fanams Pagodas & Cowries Whatever or about the First Day

Defendant told them that he did sold the said Salt to
Pegadee per Lorenzo at the same time Explaining what
he meant by it that as he could have sold it for Ready
money Allow him that as he had kept it for a Year or
two Expected would Receive more as before Mentioned at
the Complainant Appearing to this Defendant not be
Satisfyed this Defendant did Imediately on Octobr
Complainant all the Satisfaction in his power, till but
if he did Not Approve of that price he might have
to that Effect to which this Complainant Agreed But
from the Conversation which the Complainant and this
Did Treat before that about the Accident which Did happ
to the Royal Admiral at Sea, & What else this Defend
cannot Say but believes was that Circumstance for
Defendant was sorry for it, he this Defendant Told
that time think of it Requesting the Complainant to
the Agreement that he had Made about the said Salt
Seemed. But on the Evening of the 8th Day of the said
of May the Complainant came to this this Defendant
when this Defendant Requested him with the performa
the said Agreement and Why the said Salt was not sent
at the Mangrove and also of a great deal of Salt hower
Waited Away with the three Late Ranse With which the
Complainant Seemed Satisfyed and Agreed to Receive the
at the Mangrove but desired to know as soon as possible when
he had Sold the Mr. Mc Shelton as to that Effect and this D
did, Seemed Satisfyed on the Complainants promise Order his
Defendt to Write a Letter to the Said Merchant the said Def
Civilly as he could Imagine that he might possibly Obtain
the said Salt in Consideration of the Complainants Request and to
said Salt was

this Defendant that he should be glad to have the Salt in Two
or Three Days and the Defendant told him that he knew he had
Ordered his Debacle the Evening before to Write a Letter to the
Salt Merchant who was gone to the Aramgoes and he Expected his
Answer in Two or Three Days and that he would then give the
Complainant an Order to receive it at the Aramgoes to which the
Complainant was Order to receive it at the Aramgoes to which the
Complainant agreed but only desired he might have it as soon
as possible. That in the Forenoon of the Seventh Day of the said
Month of May, to this Defendants great Surprize the Complaint
Wrote to this Defendant that the Ld People ready to go to
Trinidad and begd this Defendant would let him know what time
Peremptorily he could Deliver that Salt which he bought of him
in October last, But this Defendant, Imagining that what He
said about the Salt that He Purchased in October must be
Mistake and that from the Circumstances before mentioned he
could not mean that this Defendant in Answer thereto Wrote that
Complainant that he did not want to keep him out of the Salt
a Moment and that He only Waited for the Salt Mans Answer
to give him an Order to receive it Or to that or the like Effect
but as this Defendant did not keep a Copy of his said Answer
He cannot recollect all the particulars of it Therefore prays that
the Complainant may be Ordered to produce it for the Inspect
of this Honorable Court, In which Answer, Instead of the
Complainant being Satisfyed as this Defendant Conceives
He ought to have been for the reasons before mentioned He on the
said Seventh Day of May Replyed that he had Disposed of
the Salt and came under a Penalty in Case of non performance
and Insisted upon the Delivery of the Salt &c. To which this
Defendant in Answer Did on the said Seventh Day of may to
the best of his Recollection Explain to the Complainant again
on a great Measure the Nature or purport of the said Agree

for what reason it was to be delivered at the Arrogan but did not keep Copy of it the reason wherefore the Petitioner prays that the Complainant may produce the said Letter in this Honble Court. To which Letter the Complainant on the Eighth Day of the said Month of May Wrote back Answer that the Defendant should Weigh the Salt which he had at the Arrogan that the Defendant Agreed with him to Deliver it at Swanlo which he Refused upon which the Complainant Contracted to Deliver it there and continue Charge to which the Defendant on the said Eighth Day of May Answer'd Reply thereto Did again Explain to him the Nature of the said Agreement and how the Matter with regard to the said Salt stood and Expressed his Astonishment at the Complainant's Behaviour and that if he did not Choose either to come to the Arrogan or take the Fourteen Pagodas for Leave for the Defendant required his Attorney to go and he might Receive from the Man with whom the Defendant made the Agreement was not in the Defendant's Power to Deliver it at Swanlo, and as to the Damages he talked of the Defendant Nothing to do with them and came to be heard in that Matter this Defendant told him the Market Price he was Ready to Deliver it at Swanlo and Insisted on the Complainant taking the Salt at the Price in the Agreement to which the Defendant Hopes the Complainant may Produce for the Inspection of this Honble Court. That after the Defendant had Made the said Letter before he sent it to the Complainant he said Peggy Chitty he received the Letter which the Defendant Dubash Wrote and by his Order he Informed the said Peggy Chitty that the Defendant Desired that by the third Date Being the 20th Instant Fifty Garces of Salt at the Arrogan might be Delivered to the Defendant's Order at Swanlo and that the Defendant Dubash

my power was required. And I hope Youll Consider the Matter and settle it One way or the other and send Which are ordered Necessary for the reasons Already mentioned to You. And to which You are Also when You Consider that the Most we Ask from You is a Small Quantity of the very Best which Should you Letter on the Occasion, Thought most proper to begin Among us Concerning to take it into my own Custody when You'll have reason to thank Yourself with off the Said Quantity of Candies about the affair for we would You did not receive the Salt from me, Candidly that Agreement and desired me to do what I thought best which Letter the Defendant Sayes the Complainant Produce for the Inspection of the Honble Court that on the Twenty Second Day of the said Month the Complainant Received Particulars Account of the Bengaroos left with the Defendant to Dispose of and the said Salt with Interest thereon from the first of March last that the Defendant Proposed to take the said Salt for the that the Expected no Interest to be Charged. And the Defendant received the Amount Value of the said Bengaroos and Further the Defendant Did on the said Twenty Second May Write the following Letter to the Complainant Viz.t Value Received this Twenty Second Instant Sundry Sorts of Piece Bengaroos left in my hands and Your Account Pagodas Four Fanams Two, Twenty Eight Cash Pagodas which Sum I am ready to pay You and for that purpose Request You

You'll Observe I have given You Credit for the Freight of the Allowance Which You took for me on the Royal Admiral to Calcutta, at One Pagoda per Candy, Which is the rate You Agreed to take it at

You Will also Observe that I have in this Account Current given You Credit for Five hundred and Sixty One Pagodas Eight Fanams and Sixty four Cash Viz.t 561 P. 8 F. 64 C. for the Prin.l and Interest of the Amount of the Salt which You left with me to Dispose of or to the best I could with and which I Did, on Account of Your Self, Agreed to Receive the Latter End of February for the Reasons I have already mentioned to You both by Letter and otherwise and which I could have Sold for Fourteen Pagodas per Garrce, But as I have already told You that I found it Necessary to Agree With the Man in whose Custody the Salt was to Deliver the same Quantity at the Aumgaon, And that He Says the Late Rains have Melted and Washed more than Forty Garrces of Salt away and Which He proposed Delivering that Quantity which He Says has part of his power to Deliver it there on which Account the Says He will Deliver that Quantity at Ramapatnam, If there for you I have Instead of the Credit of Fourteen Pagodas per Garrce said the Interest thereon as per Account, to Receive the Salt from the Man at Ramapatnam whose Name is Venga Chitty, He Says he is ready to Deliver it to You or any Person You may appoint to Receive it, Swift in that Case Deduct the Credit for the Salt out of this Account, Which will make the Ballance in my favor One hundred and Nineteen Pagodas four fanams and Thirty six Cash Pagodas Viz.t 36, which will then be necessary You should pay me In one of these two Ways I request You will Adjust these Accounts and Matters with me without Loss of time I am Sir, Your Most humble Servant, Tobias Sykes, Fort St. George 25.th March 1760 Which said Letter the Defendant Sayes the Complainant May Produce for the Inspection of this Honorable Court That the Defendant Did on the Twenty First Day of the said Month of May send the said Letter, Account Particulars Account Current and the said Ballance to the

Complainant with an Instant that the same should be done and the said Matters finally Settled and the Complainant received the said Letter but declined receiving the same and Ballance alledging that he was Indisposed but would Come to this Defendants House as soon as he could and Settle Accounts That on the Morning of the said Day of the said Month of may the Complainant came to Defendants House when this Defendant told the Complainant Plainly & Positively that he would not Settle Accounts with him but desired him to Come to his Godown at Vepery where he would Settle Accounts with him and Deliver him the Goods according to Agreement

This Defendant having Stated and Set forth the Nature of the said Case and the Matters in Question between the Complainant and Defendant to the best of his Knowledge and Remembrance doth now Plead to the several Matters Alledged by the Complainant in his Amended Bill of Complaint as far as he Conceives himself Concerned to Answer the same as follows

This Defendant denies that the Sale of the said Salt by the Complainant to this Defendant as in the Complainant's Bill of Complaint is mentioned and Set forth was or is about the Fifteenth Day of the Month of October last as in the Complainant's said Bill of Complaint is Suggested or upon any other Day or Time whatsoever and this Defendant Denies that the Complainant on the said Salt Sold unto this Defendant upon the Terms and Allegations in the said Complainant's said Bill of Complaint Mentioned and Declared or upon any other Terms or Allegations whatsoever and this Defendant Denies that the said Salt Contained Three Thousand Bags or any other Quantity to the Amount of Three Thousand Pagodas as in the Complainant's said Bill of Complaint is Suggested and this Defendant Denies that the Complainant Delivered the said Salt unto this Defendant according to the Terms and Allegations in the Complainant's said Bill of Complaint Mentioned and Declared or in any other Manner whatsoever and this Defendant Denies that the Complainant ever had Right to have any Security for the Money which was to become due from this Defendant for the said Salt According to the said Complainant's said Bill of Complaint and this Defendant Saith as to the Complainant's Charging in the said Bill of Complaint that this Defendant Refused to Comply with all the Rules of Merchants Matters and Customs and Usages in such Cases and Refused to Settle Accounts with the Complainant and Refused to Receive the said Salt and Refused to Pay the Money which was to become due from this Defendant for the said Salt According to the said Complainant's said Bill of Complaint and Refused to Comply with the Terms and Allegations in the said Complainant's said Bill of Complaint Mentioned and Declared this Defendant Saith that he Refused to Comply with the Terms and Allegations in the said Complainant's said Bill of Complaint Mentioned and Declared and Refused to Receive the said Salt and Refused to Pay the Money which was to become due from this Defendant for the said Salt According to the said Complainant's said Bill of Complaint and Refused to Settle Accounts with the Complainant but this Defendant Saith that he Refused so to do for the Reasons hereinafter Mentioned and Set forth and not otherwise

to him — Besides the Amount of the said Salt Ought to have been to him — Besides the Amount of the said Salt Ought to have been paid Immediately therefore this Defendant receiving this said Obligation from the Complainant Instead of the Money and this Defendant Agreeing to receive it Out of the Amount of the Goods so left in his hands were rather of more Benefit to the Complainant and What this Defendant was by no means Obliged to do, Consequently the said Defendant was by no means Obliged to do, Consequently the said Insinuation is rather Magnanimous as well as Improper. And this Defendant further Saith that the reason Which the Complainant gives Why he Did not receive the said Salt as he Ought to have done, — that in the Setting in of the Northerly Monsoons was the occasion that in the Setting in of the Northerly Monsoons was the occasion why he ought to have Complyed with his said Contract and received the said Salt and Why this Defendant Did afterwards make the said Agreement with the said Venga Chitty about the Delivery of the said Salt on the Last of February as aforesaid. And this Defendt further Saith he Did as the Complainant Says he promised to do further Saith he Did as the Complainant Says he promised to do that he Could about the said Salt as he has already Particularly Set forth. And this Defendant further Saith that he does not know what the Complainant might have Informed at that he Could not but that he shall be able to Prove at the time Publicate about the said Salt or of the Quantity he had but Saith to the Satisfaction of this Honble Court that the whole Forty Leaves of Salt so Purchased by the Complainant of this Defendant as aforesaid was ready to be Delivered to them and Moreover that Twenty Six Leaves of it was Actually at the Sea Side ready to be Put on Board and the remainder of it so near that it would have been at the Sea Side before the said Twenty Six Leaves could have Put on Board. And this Defendant absolutely denies that he either Tendered or Offered to return unto the said Venga Chitty any Part of the said Salt or the said Venga Chitty Ever Demanded the said Salt or any other Fifty Pagodas or any other Sum paid him by the said Venga Chitty on any such Account as the Complainant alledges. And this Defendant Saith that it is very Improbable that this Defendant should either return the said Venga Chitty Hands or

the said Forty Guineas was ready to be Delivered as aforesaid Defendant Alledges that the said Mr Lawrance did then Tell the said Defendant that if any Person should apply to the Defendant about the said Salt and the Defendant did Produce the said Bill of Complaint to the said Mr Lawrance and Desired him to Read the same as far as he Pleased as the Complainant Alledges in the said Bill of Complaint the Aforesaid Mr Lawrance did Read the said Bill of Complaint as far as he Pleased and then Returned the same to the Defendant and Declared that to the best of the Recollection Knowledge & belief of the Complainant the Aforesaid Mr Lawrance in the said Bill of Complaint by the said Mr Lawrance is true about the sell the Complainant purchased of this Defendant as the Sell this Defendant Agreed for as aforesaid and Particularly this Defendant Denys Impossible that he should tell the said Mr Lawrance that the Complainant might have the sell which he the Complainant had Purchased from him as aforesaid for the reasons herein Particularly Setforth But as Nobody was Present at the Conversation between the said Mr Lawrance and this Defendant the Purport of that part and Clause upon the Sale the Complainant in the said Bill of Complaint Alledges the said Mr Lawrance Mistakes but this Defendant Hopes the Complainant may Produce for the best of the Remembrance Knowledge & belief of this Defendant the Conversation Alledging that Matter the Complainant in the said Bill Sets forth that in Consequence of the Message by the said Mr Lawrance this Defendant Said Sell unto the Three People therein Named the said Forty Guineas of Sell as the Seventh Day of May last at Thirty Pagodas per Guinea to be Delivered to them before the Eighth Day of the said Month of May Made Payable for Three hundred Pagodas and that he Made to the Defendant about the said Sell Mentions this Defendant Granted Unto the said Sell the said Complainant and that by this Defendants Negligence in not Delivering the said Salt the said Complainant Incurred the said Penalty of Three hundred Pagodas which he had paid unto the said Three People with whom he made the said Contract together with Great Charges which as well as for and towards the Defendant Paying the Amount of what he Sold the said Salt for he Alledges he is Indebted to this Defendant in the Sum of

Charges and to shew the Ungroundness and Absurdity thereof this Defendant begs leave to refer to what he hath herein before Setforth Viz. That this Defendant did in the Evening of the Fifth Day of the said Month of May which was Two Days before the Complainant Alledges he made the said Agreement for the said Salt with the Three People he mentions Against the Complainant with Every Circumstance about the said Salt and the Agreement he had Made about it &c. and that they had further Conversation about it on the Sixth Day of the said Month of May which was still the Day before he pretends he made the said Agreement, So that the Complainant could Not be Ignorant of the said Circumstances, and both by what this Defendant hath Setforth and by what the Complainant Alledges in the said Bill of Complaint of this Defendant Knowing the said Salt upon the Sellmans hands &c. Plainly Demonstrates that the Complainant knew the said Salt was not at Notwithstanding Which he hath, as he pretends, Made a Contract with the said Three People for the Salt he Purchased from this Defendant as aforesaid at Thirty Pagodas & Guinea With a Penalty of Three hundred Pagodas in Case of Non Performance Within the time limited for the Delivery of it Which Time Expired Without Delivery as there was no Salt then to Deliver, on Which Account there was an appearance of a Penalty being Forfeited, at least Sufficient to Colour the Commencement of the Action against the Complainant and the Confession of the Forfeiture in Order to Obtain a Power to Colour the present Action on which the Complainant either Suffered or procured a Bill of Complaint to be Filed against him in this Honorable Court for the said pretended Penalty and Appeared on the first Summons Confessed the Debt and had his Original Bill of Complainant Ready to File against this Defendant on the same Day, and all Merely with an Intent to Recover the said Penalty and the Amount of the said Salt at Thirty Pagodas per Guinea from this Defendant Which this Defendant Conceives was an Unjust, Illegal and Unwarrantable Design and Proceeding and Contrary both to

about the Sale of the Estate of which he hopes plaintiff the Complainant will not on the Defendant Covenant hereafter to any thing more than that the Sale be Void by him first by Making a Forfeiture of the Deposit first Five thousand He might or will have made to amount to at One hundred Pounds per Cent or Penalty of Three and Pounds or any other Sum and pretended Due from the Defendant to that on Case the Complainant the Reality make the Contract for the Sale which he neither never request on the Court Offered the Defendant Hereafter Covenant be answerable for any thing more to the Complainant than the Amount of the said Sale at Fourteen Pounds per which he was as before Set forth and Ready and Willing pay to the Complainant for or to the Sale which the Defendant Offered to the Complainant as aforesaid is not to be Set Was ought of to be answerable to Expect that the said Court Court Regard till the Decision of the Matters in Question Come therefore the Defendant Submits to the Humble Court the Defendant ought to be Answerable for the said Sale of any thing More than the said Fourteen Pounds per hundred this Defendant Lastly Saith that in Regard to any other Matter or thing Set forth or Alledged in the said Bill of Complaint and which is not herein and hereby Particularly answered unto the same the same is any Matter Cause Answer Confession for this Defendant to make any further Answer thereunto

All Which Matters and things this Defendant is ready and Willing to aver Maintain and Prove as this Honorable Court shall direct and Most humbly Prays to be hence Dismissed with the Reasonable Costs and Charges in this behalf Most Wrongfully sustained

Read and Filed
27th September 1768

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The Replication of John Roberts Esqr Master Commander of the Ship Betsey Thomas Commander of the Ship Royal Admiral to the Answer of John Sykes Gentleman One of the Attorneys of this Honorable Court

The said Replicant Saving and reserving to himself Now and at all times hereafter all and all manner of Advantage of Exception to the uncertainties and insufficiency of the Defendants said Answer for Replication thereunto Saith that the Defendant does Justly and truly stand indebted unto him the said Replicant in the Sum of One thousand Six hundred and twelve Pounds four Shillings as Set forth and Stated in the said Replicants Bill of Complaint and the Account Current thereunto Annexed

The said Replicant further Saith that that part of the Defendants Answer wherein he the Defendant prays this Honorable Court that the Replicant would be Compelled to have Recourse to the same or any Information Without any foundation Whatsoever and that so much of the Answer as is to the same is absolutely false and Evasive and Except the giving the Defendant a Note of hand for the Sale and leaving some Days more in his hands to pay himself The Replicant further says that he never intended to run off his Bargain With the Defendant but on the Contrary Accepted of the Sale as he the Replicant Was Ordered by the said Sale the Replicant gave Credit to the Defendant Account as the Attorney to dispose of for the Replicants Account as the Replicant could Not Dispose of Signature to take in the name The Replicant further saith that having Placed a Confidence in the Defendant he gave him his Letter of Attorney and left Many Goods and Merchandize in his hands to dispose of On the Sale Replicants Account and rested Satisfied that the Sale which the Defendant Sold to the Replicant were ready to be delivered to the Replicant or his Order Which indeed the Replicant implicitly

Pray the Court the Question of the Defendant whether
Whereof he says that he did the Covenants Deeds
Sold an Account of the Complainant but Further Answers
and the Said the same Quantity of Salt to the proper
the Defendant brought & the Replicant thought it
impossible for the Defendant to have Sold which
in Performance of for the Replicant says that Number
Twenty Score of the Sixty Score of Salt that was
Delivered to the Replicant at Swanton was only what
Not in the power of the Defendant to have performed by
With the Replicant or the power employed by the D
did he were ready to deliver them Twenty or Twenty
of Salt at the time the Sixty Score ought to be delivered
from there Length of Contract and Prayer & finally the
To therefore the Replicant says that there appeareth
expressly that the Defendant did not have Sold the
he pretended the Residue Sixty Score of Salt Which
Was in Performance of Which Neglect on the Defend
Replicant cannot Hope and Without Exhibiting that the
have been Ready to have united with the Sale of Said pre
Defendant he Most Indubitably Will Be Entitled
Parent and recovered the Whole of the Damages
Paid in his Power; The Replicant further saith that
Month of January last Mr Lawrence Purchased of
the Defendant to Engross Concerning the Salt and
following Manner Viz the Date the Twenty Eighth Day
One Thousand Seven Hundred and Sixty Eight to
Robert Lee Esquire Vendue Master Pocket and
Received and to deliver myself Yesterday Evening
Mr Sydse and Accordingly to Your Honors Said
Salt was Engaged of the Owners Ready to be engaged
and as every to Some of Which Mr Sydse has Set for
Very what was Yesterday

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the Person he Sold it to that in Case You Did not like the prise
You might have the Salt at any time You Asked for it &c &c
the Original of Which is in the Possession of the Replicant and
is ready to be produced to this Honble Court when Required The
Replicant further saith that he Admits of having Waited on the
Defendant at his House in the Fort and that he Explained to him
the Manner in Which he said he had Sold the Salt Which
the Replicant Acknowledges he was Not satisfied With this
Pretended Sale and therefore he was induced to Accept of the
Offer made by the Defendant regarding the Salt that was to
be delivered to the Replicant and Which the Replicant understood
Was to be delivered at Swanton no Particular place being men
tioned Either by the Replicant or the Defendant at the meeting
but as the Salt Was Originally to be delivered at Swanton and
Nothing being said to the Contrary by the Defendant, The
Replicant took it by implication that the Salt was to made
Delivered at Swanton and more Especially as the Replicant
Was on Thursday Evening the Fifth day of May in the present
Year One thousand Seven hundred and Sixty Eight Wanting
Of the Defendant and desired him to give an Order for the deli
very of the Salt Which the Defendant said he would do the
Replicant in Answer thereto said that on Tuesday or Wednesday
the Salt was delivered to him at Swanton by the Replicant
having Sold the said Sixty Score of Salt and entered into a
penalty for the delivery at Swanton Within the Time The
Replicant further saith that he did on the Seventh day of May
Write to the Defendant in manner following to Mr Sydse his
Having People ready to go to Swanton, Pray You will let me
know what time Possibly You can Deliver that Salt Bought
of You on October last, I am Sir Your Most humble Servant
Sydse Esqr. Mackenzie Fort the Seventh day of May One thousand
Seven hundred and Sixty Eight. To my Master Boy Mack for
as Answer the Replicant hopes leave to observe to this Honble
Court that from What has been before alledged that he could not
the Salt was to be have been delivered to him at Swanton by the
Defendant Neither did he the Defendant make the least

Lordship Sworn the Ryplaint and D have remarked to the Defendant upon the Said point and was impossible for to have gone with the Ships the Royal Edward the said of Sweden the Ships being bounds to the West Ind Ryplaint knows that he the Defendant Did on the of the Month of May Signed Bond with the penalties Agreement made with the Black Merchants for the the Defendant under my mention of the Said Ships at the Strongmans or on the Goods by the Instruments of Sold Slaves Cargoes the Ryplaint Produced Papers that Did agree & Sworn to Deliver the Said Slaves at Whereas such Delivery was to be made the Ryplaint the same was to be done at Sweden before the Defend so positively to Insist that the Ryplaint Should deliver at the Strongmans the Ryplaint cannot Possibly by the Letter of the Seventh day of May Instant Merchants on Thursday Evening that the Ryplaint the Said Slaves to be Delivered at Sweden from the Expired Defendant wrote the Ryplaint that he Did Agree with remarks the Ryplaint further Sets forth that there was in any Letter Written by the Defendants Merchants Signifying the reason is that the Defendant might have Slaves for the Delivery of the Strongmans the Ryplaint Sworn that the Said Letter to the Defendants Merchants got people ready to go to Sweden for the Said Negroes to be delivered that being Sixty Leven of Said Negroes to be Shipped the Ryplaint received the Merchants Letter delivered on October and the Letter was Written upon the following Conversation of the Fifth day of May that the Letter was Captain Bolton Sworn that Defendant Spoke about the Said Slaves and that he Should not Deliver but will Signified that for any time for the Delivery Will from You are Ordered Upon the Receipt of this

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Letter You Are Required on my Account hereby to deliver my Said Slaves My of this Ship on Board Your Ships there Should Wind then there Ships Stand and Accordingly have Disposed of the Whole Quantity and Cannot Answer Personally on Account of Such Slaves Sworn that he the Defendant Did on the Letter Dated the Seventh day of May Instant Signed by the Ryplaint Sworn that the Defendant Did Send the Ryplaint Sworn that the Defendant Did Send the Ryplaint Sworn that the Defendant Did Send

the Cove Where Taken of the Salt for Him by Agreem
the Cost of the Appearance to have the same Penalty Dec
ed the Time Shall Have Not Or Have Served Whic
reveral Causes of it might Have been Mett this way
Have to Have Common Fortune Particularly When Ver
any reason Have Known it or not for any Cause Whats
Have Must have the Amount Tenn Shill
1762 he asked said Letter the Replicant made after
Where he was Explanation of the Defendant thought
Please it may be pleased for the ingratiating the Repl
further says that the was the first time he ever Sp
Defendant that he was to receive the Salt of the Defen
the Defendant Did make the Agreement with the Salt
day of May the Replicant received the following Letter
John Rogers the Above Defendant Salt Mer
Merchant Greeting Send Whereas I Did on the
to Deliver Salt Cotrock Whereof I Did give Notice
to Your Self Your Salt Defendant to Him Self Your Attorn
Not then Received and Denied Salt by Reason
You or Your Attorney Either by Selling Your Salt
Part of Said Salt that Purpose your Self or Attorney
that I Did Not Dispose of Them and Seeing as the Above
Coming on that part of Salt might Not be Needed Wages
Salt with the Merchant whom Might Purchase Your Salt
about which Time I Did have Sold Salt for about the Price
Cover and Expecting a Profit here which I Did the Defe
Salt Intended to have Received for the Above Price which
Did Some have got much Cheaper but thought myself
Received by Letter Dated the Above Salt for the Defendant
that Price and Which Notice I Did Give Your Self
Were many

of the Said the latter End of February on Your Account being
Engaged and Could being able to Receive it I have since been Obliged
to Agree On Your Account to take it at the Aramogan as the man
Said He Could Not Answer keeping it to Deliver at Cotrock
but would Deliver it at the Aramogan which I found my self
Necessitated to Agree to Consequently this Must be Entirely on
Your Account, Unless You take the 6d Passage & Guard for it the
Price I Could have Sold it at from Penny Kept the Salt on Your
Account as above, and Not On my own therefore if You Claim
to Receive it at the Aramogan I engage my Allowance up to You &
You may get it from the Man with whom I Made the Agreement
for it is Not in my power to Deliver it at Cotrock as You Say
at Swanton - As to the Damages You Talk of I Have Nothing to
Do With them as You Will make Appear if You put me to it And since
You behave in the Manner You do When I Sell You the Marked Salt
I Am Sorry I Did not Insist on Your taking it at first According
to Agreement and then I Should Not have been thus Troubled
With Demands that You Have no Right to make I am for Your
Most humble Servant John Sykes Dated 2d May 1768 -
The Replicant further says that he Apprehends that the Engagement
the Defendant was under With the Salt Merchant is no part of
the Replicants concern as he looked upon the Defendant as upon
sible to the Replicant between Whom the Price as well as the
Letter Agreement was made the Replicant further saith that he
is of an opinion that the Defendant Should Make good the
Damages the Replicant hath Sustained by reason of his undutiful
behaviour in the Salt business for the Defendant Acquainted the
Replicant that he had Sold the Salt which if the Replicant Did
Not approve of he the Defendant was Ready to deliver the Quan
tity to the Replicant having made a Contract with the person
to whom he Did the Salt for that Purpose the Replicant Made
ready accepted the Salt was at all times ready to be delivered
by the Defendant to the Replicant or his Order and that the
Place where such delivery was to be made was Swanton as was
Place where such delivery was to be made was Swanton as was
first Agreed upon whereupon the Replicant Did this said Forty

during the Summer Said Recorded on that Day which he
Conceived the Replicant would Not have notice and he
Defendant should accordingly by him by telling him that
to have been Obtained at the Compass Which the Defend
Replicant denied till the Evening of the same day that the
Replicant signed the Contract Lastly the Replicant
to any other Matter or thing contained in the Answer of the
to which the said Replicant hath not particularly
that the same is very Common and insufficient
there are further Replycant thereunto All Which Matters
thing the said Replicant is Ready and Willing to Verify
to his and Prays as such Matters and Things as this
Court shall Award And humbly Prays as in and by the
Bill of Complaint he hath already Prayed

Pet. Le Brun
Attorney for the Replt

Rd. 2nd Feb.
2d. Term Dec 1763

The Rejoinder of the
Sylas Conklin one of the
of this Honble Court to the Replycat
of Sylas Bourg Marcus Cuyler
of the Kings Royal Regiment

This Defendant Nine Said Plea
hereby the same and Reserving to himself all the
benefit and Advantage of Exception to the many Errors
Uncertainties insufficiencies and Imperfections in the
Replication Contained Saith that he Will aver
same to prove all and singular the Matters and things
the said Answer Contained to be true certain and
the Law to be

this Defendant further Saith that He Absolutely Denies that
Indebted unto the Replycant in the Sum of One thousand five
hundred and Twelve Pounds and four pence as he hath in
Stated in the Replycants Amended Bill of Complaint and
the Account Current thereunto Annexed and also in the said
Replication as he hopes Will plainly and Clearly Appear to
this Honble Court by this Defendants said Answer to Which
he Craves Reference and humbly hopes the same will, when
Supported by the Evidence which this Defendant will produce
in due time be sufficient to refute the Allegations and asser
tions both in the said Bill of Complaint and the said Repli
cation this this Defendant is of Opinion that the Very Nature
of the Matters in Question would be sufficient, without any
Evidence to Demonstrate the Absurdity, Illegality and Unrea
sonableness of the Replycants Demand on this Defendant and
Without any Legal or Equitable foundation Whatsoever, In
Which Light this Defendant humbly hopes and Doubts not
but it Will appear to this Honble Court Notwithstanding what
the Replycant in his said Bill of Complaint and Replication
Alledges to the Contrary

The Replycant in this said
Replication doth Saith that this Defendant in his said
Answer Endeavours to persuade this Honble Court that the
Replycant Would have Avoided his Bargain and Saith that
the same is an Insinuation Without any foundation What
soever and that so much of the Answer as tends to the same is
Absolutely false; this Defendant in Answer to the said
Assertions Saith that He Submits to the Judgment of this
Honble Court how far the Endeavours to persuade this Honble
Court that the Replycant would have Avoided his Bargain
and how far there is an Appearance of such being his Inten
tions by his Conduct in the said Affair, Which this Defendt
leaves to this Court to Judge of from the Facts Which this Defendt
both in his said Answer Set forth Exactly and happened
as he still doth Recollect and

of Complaint he says there was Twenty six Guineas, And in his
Replication he says there was only Twenty or Twenty five Guineas,
And this Defendant further also denies every Circumstance about
What the Replygant mentions of a Penalty and Saith it is both
Improbable and Inconsistant as the person from whom this
Defendant Purchased the Salt and on whose Possession it was
at the time he Sold it to the Replygant was ready to Deliver the
Whole Forty Quarters The Replygant further in his said Replication
Saith that if he had Not entered into the Note of hand which he
says he gave to this Defendant he must Undoubtedly would have Contrived
that point and Managed the whole of this Transaction as for
as Lay in his power which Assertion does as this Defendant
Conceives plainly & Evidently that had this Defendant Omitted the
Necessary precaution of taking a Security for the Amount of the
Said Salt and an Authority to manage it for the Replygant that
he would have Rescinded the said Contract and every Transaction
of this Defendant about the said Salt and thereon the whole
upon this Defendants hands And this Defendant will further
Remark that As is plainly of Opinion that Nothing Could more
plainly and Clearly Demonstrate the Replygants Disposition
and Intention with regard to the said Contract and Transactions
than the aforegoing Assertion And this Defendant further Saith
that As he Knows Nothing what Mr Lawrance the Replygants
Second Affidavit Made to the Replygant but prays that the same may
be produced for the Inspection of this Worthy Court The Replygant
in his Replication further Saith that he Considered the Salt was
to have been Delivered to him at Faversham And that this Defend.
Did not make mention of the Homegone or any other place that
the Salt was to be Delivered at And had that or any other place
been mentioned therein Defendant the Replygant would have done
as to the Northward the being bound to the West Coast This Defendant
In answer or Rejoinder thereto Saith that he Did in the

of the Agreement which he had made about the Salt which
it was to be Delivered at the Honeyons and for what sum
to which the Replyant Agreed and that the Defendant
the Dubash to Write a Letter to the Replyant in his and
Mentioned in Consequence of what Was passed between the
Replyant and this Defendant about the said Salt that
Morning of the 16th Day of the said Month of May the
and this Defendant had the further Conversation about
mentioned and Setforth in the said Answer, Notwithstanding
the Replyant in his said Replication Alledges to the Contrary
Defendant doth not find he shall be able to prove as he
did with regard to what the Replyant Says of Remarks
With this Defendant and his Answer for at this Defendants
that it is a most Common Custom Under Why he would not
Agreed to this Defendants Instructions about the said Salt
Cannot by any means Afford either this Defendant or
the Salt Delivered at the Honeyons the Ships Royal Aboard
this Defendant further saith that Mathews and the Replyant
Mathews for Writing to this Defendant in the manner he did
Seventh Day of the said Month of May after having had
With this Defendant, Conversation about the said Salt as
to Remain at the Honeyons as before stated in this Defendants
Answer Setforth Yet it was Impossible for this Replyant to
that Salt was to be Delivered at Tumbaton Nor does it appear
from that Letter as the Replyant Alledges, Neither does
Defendant Conceives many Circumstances Mentioned in that
Mathews Conceived that the Replyant Instructions about the
Words the said Letter did not Mathews doth for Which
Making the Contract with the Blood people for it would be
Alledges the said Words Were to lay a ground Whereon for the purpose
an Order of Reference Should Pass Whereby he would be
With the Amount of the

that he was not by any means Obliged unto do, Consequently that
no Contract Which he might make on that Account could be
fulfilled, But that the Replyant should Attempt the Recovery
the Amount of any such Contract as Dishonestly Entered into from
this Defendant as Void, Unjust, Illegal and Unwarrantable
And cannot as this Defendant Conceives, be Countenanced either
by Law or Equity, And this Defendant further Saith he Conceives
as his Letters to the Replyant Setforth in the said Replication
both in Answer to the Replyants and Otherwise, plainly Confirms
this Information that He Alledges he gave to the Replyant about
the said Salt and this Instructions he gave to his Dubash to
Write to the Salt Merchant about it, For in this Defendants
first Letter of the said Seventh Day of May he this Defendant
Says that he had not received an Answer about the said Salt &c
And in his Second Letter of the same Date he further Explains the
Matters and Says he had Just Received in the Evening of the said
Fifth Day of May which Letter or Whether all the Other
Letters or Papers Mentioned in the said Answer and in the
Replyants Custody or Power from this Defendant upon Proof
May be produced for the Inspection of this Honble Court and
this Defendant Submits to this Honble Court how far these
is a probability of the Replyants Alledging that this
Defendants mentioning the Delivery of the said Salt at the
Honeyons in his said Second Letter of the Seventh Day of
May was the first time he ever Suggested by this Defendant
that he was to Remain the said Salt there or that this Defendt
had made an Agreement With the Salt Merchant on the Replyts
Account, the Replyants further in his Replication Saith
that he Apprehends this Engagement this Defendant was
Under with the Salt Merchant in regard of the Replyants
Concern as he looked upon this Defendant as Responsible
to him, This Defendant in Answer or Rejoinder thereunto
Saith, That this Defendant when this Defendant was under

to all Actions and proceedings Alleged to Abide by
Defendants Transactions which Were in pursuance
power and Authority Vested in them by the Aforesaid
of Attorney and Separate Authority whereunto the
Were Duly Sworn for what purpose they were
and that was the Major Part of them did obje
a person Vested on Authority in Another of the sa
Authority is not to abide by the Transactions of the
Authorized Unless he Executes Bonds in two
Directly Contrary to such Authority Which is alto
Case for the Appellants Testimony were Duly
this Defendant Did what he Thought was for the
the Said Will and what he Would have done had the
Case, and the Affairs he was in the Appellant cannot
he was on the Said Alleged to make him Pay Mo
Appellant and Defendant to take an Account of
Defendant humbly hopes it will be Clearly appear
Noble Court and therefore that the Appellant ought
from Carrying his Intentions into Execution and
to what the Appellant contains of this Defendant
paid the Damages which he Alleges he has Sustain
this Defendant Sustained Sufficient to Barr the
the Defendant hath Sufficient Witnesses in the Said
the Said Damages by this Defendant Behaviour
and Still Was how his Behaviour have Sustained when
the Appellant Alledges But this Defendant Hopes
that the Appellant Behaviour when the said Will was
Sustained amongst regards the Damages in the
come to be known but that this Defendant hopes
Defendant what he Expenditure Laid Out in this
any right to pay Will Lastly this Defendant

Wher Byeinder Recorde

All Which Matters and things this
Defendant is Ready and Willing to Verify maintain and Prove
Noble Court shall Direct and humbly prays as in and
by his said Answer he hath already Prayed

John Sykes
Attorney Defendant

To Daniel Lawrence

Interrogatorys to be Administered
to such Witnesses as shall be produced
Sworn and Examined in Certain Cause
depending and at Issue in the Noble
the Mayors Court at Madraspatnam
Wherein John Baring of Madras
Merchant is Complainant and John
Sykes One of the Attorneys of this Noble
Court is Defendant

Entry

1st Do You know or do You not know the Complainant
and Defendant or the Title of these Interrogatorys Named
if You have long have You known them or either and Which of them
Declare

2 Did You or Did You not go to the Defendant House
at the desire and Request of the Complainant to Apply for a Quan
tity of Salt for the Complainant if You whom Did You go and whether
to the Defendant John Sykes or who Else Did You Apply for
Salt and in whose presence and whom by Name, and whether
the said John Sykes Did or Did not promise to deliver a Quantity
of Salt and What Quantity and when and where such
Quantity was to be Delivered and by whom and to whom

3 Do You know or do You Not know or can You

Did or Did not the Deponent Know that he might have
said Quantity of Salt to the Complainant or how other
Defendants to the best of Their Remembrance and belief

4. Do You Know or do You not know that the
Complainant Did or Did not or himself to the Defend
Apply for a Quantity of Salt of Them and that upon
What such Application was made by the Complainant
Defendant and do You know of any and What Reason
Defendant and Did the Complainant and are any and
other person or persons present the Whole You know
this Matter particularly set forth and Declare

5. Do You Know or can You know of any
other Matter or Thing Which may tend to the Prej
and Benefit of the Complainant to which You have
have not been particularly Interrogated if Yes the
best of Your Knowledge Remembrance and belief particularly

Chas. Brom
Attorney for the Co

Mayors Court at
Madraspatnam

Between John Ayres
Mariner Complainant and
Taylor One of the Attorneys of the
Hon'ble the Mayors Court Defe

Depositions of Witnesses taken on the C
by and before the Examiner in the Court on Fort St
Daniel Lawrence Esquire aged 20 Years
being produced as a Witness on the Com on the part
are on the 5th day of July 1763 Sworn at the Office of
Joshua Taylor Attorney for the Defendant by Comm
Hill a Note of the Name
and after the Name

To the second Interrogatory the Deponent Saith that he did by
the Complainants Direction go to the Defendants House to apply
to know for a Quantity of Salt for the said Complainant on the 27th
23d of April that on his Making the said Application the Defend
Taylor promised to deliver 40 Garce to the said Complainant
Taylor promised to deliver 40 Garce to the said Complainant
on his demanding it but not Mention what time nor the place
on his demanding it but not Mention what time nor the place
Where the same were to be delivered and this Deponent further saith
Not to the Interrogatory

To the third Interrogatory this Deponent Saith that the said
Defendant did Acknowledge to him he have Sold the Salt belong
ing to the Complainant but said he would Deliver the same to the
Complainant if he wanted it and more this Deponent saith not
to this Interrogatory

To the fourth Interrogatory this Deponent Saith that the said
Complainant did go himself to the Defendant and Apply to him for
a Quantity of Salt the Deponent being present at the time that he
heard the said Defendant promise the Complainant the Salt should
be delivered to him the first pore day of the weather being at that
time Fair We the first pore day of the weather being at that
time Fair and to this Deponent Saith he was also present at that time further this Deponent
does not Know more also present at that time further this Deponent
Saith not to this Not to the last Interrogatory

Henry Crawford
Examined

Dan'l Lawrence

Mr. Carlisle

Interrogatories to be Administered
to such Witnesses as shall be Produced
Sworn and Examined on Certain Cause
depending and at Issue in the Court
the Mayors Court at Madraspatnam
Wherein John Ayres Mariner Comman
One of the Ships Royal Admiral is
Complainant and Joshua Taylor Gentle
man One of the Attorneys of this Hon'ble
Defendant On the part and

1st Do You know or do You Suppose that the parties to this Suit Plaintiff and Defendant or either of them Inhabitants of this Place? If You know how long have You known them or either of them Do Declare

2d Do You or do You not know or believe that the Complainant and the above named Defendant of this Suit have Agents or Attorneys by name Daniel Lawrence of this Place Merchant under the Command of the above said Complainant or the Agents or Attorneys of the Defendant of this Suit And if You do Declare whether such Agents or Attorneys have applied to the Defendant on behalf of the Complainant Jointly or Severally or either of them to Settle the said Partnership Accounts Depending between the Complainant and Defendant and if so how often and at what time or times and if You do believe that the Defendant hath refused to Settle the said Accounts or any part thereof Declare Your Reasons for so believing and Declare the whole You know touching the Premises in answering the Matter or part to this Interrogatory

3 Do You know or do You not know or believe that the Complainant did or did not apply himself to the Defendant or Jointly or Severally or either of them for a Settlement of the said Partnership Accounts and what particular Agreement was the Defendant then and there made with and what sum or sums of money did the Defendant then and there promise to pay the Complainant or either of them Declare the whole You know or believe touching this Interrogatory

4 Do You know of any other Matter or thing which You think will be of Service to either Party in the Cause Declare the same fully and truly as far as You know or believe touching the Matters in Question in this Cause and set forth any Letters Papers or Writings relating thereto which are in Your Custody or Power and Declare the Reasons why You have not produced the same with Your Answer to this Interrogatory

Henry Crawford
Examiner

Wm Carlile

Mayors Court at Madraspatnam

Between John Bruce Commander of the Ship Warrior and Commander in Chief of the Royal Admiral Complainant and John Sykes One of the Attorneys of this Honble Court Defendant

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

William Carlile of Fort Saint George Aged 35 Years a Witness produced on the part and behalf of the Complainant and Sworn the 2 Day of March 1769 Examined at the Office of Mr John Sykes Attorney for the Defendant 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 Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent Saith he hath known the Complainant 18 Months and the Defendant 2 Years and upwards

To the Second Interrogatory this Deponent Saith he hath heard of the Dispute between the Complainant and Defendant in the Cause proceedings mentioned Saith that this Deponent does remember to have seen papers belonging to the Royal Admiral and by Name Daniel Lawrence in the House of the Defendant but cannot say he ever heard him Make any Application to the said Defendant for any Sum and more this Deponent Saith not to this Interrogatory

To the third Interrogatory this Deponent Saith she does not know whether the Complainant himself was Applied to the Defendant for any Sum or Sums but that he did send his Attorney this Deponent Saith not to the. Not to the last Interrogatory

Wm Carlile

Henry Crawford
Examiner

Armenyan

Interrogatories to be Administered
to the Witnesses who shall be produced
and Examined on the Part and
behalf of Thomas Pybus Esqr Mayor
Court at Madraspatnam Aldermen
Justices of the Peace and Quorum
Joseph Dacres Esqr Commander of the
Royal Admiral in Complaint and
Peter Sykes Gentleman One of the
of the Honorable Court of Judicature

Interrogatory 1st Do You know or do You Not know the Complt
and Defendant or the Title of their Respective Honors
how long have You known them or either and which of them
Deft Have You ever had Dealings or Business with the Deft
any and what Partnership Quantity or Sum of Money is there
Transactions or Obligations by Contract Bond or Specialty
to the Complainant Peter Rosing Esqr or Peter Sykes
the Time when and the Place where and by whom Such
Persons You are to declare the Said Quantity of Each
when Did or shall Such Persons Each Sett and Whether
Complainant or the Deft

2d Did You or Did You Not deliver or Did Any
Quantity of Each or Cash Against the Place and on the Day
Such Agreement was Made and Set forth the Most Quantity
to deliver to the Order of the Defendant Peter Sykes or
Account of the Complainant Peter Rosing Esqr the Said
Time Place and Summ Due

Interrogatory 3d Did You or Did You Not Receive any Money
What Quantity of Each or Cash Against the Place and on the Day
Such Agreement was Made and Set forth the Most Quantity
to deliver to the Order of the Defendant Peter Sykes or
Account of the Complainant Peter Rosing Esqr the Said
Time Place and Summ Due

the Nature of Such Contract how for You Performed Your part
thereof and the time when Such Contract was to take place and
when and the time when Such Contract was to take place and
the whole You know touching or Concerning the premises as fully
and as particularly to the best of Your Knowledge Remembrance
and belief Declare

Interrogatory 5th Do You know or can You set forth any other Matter or
thing that may tend to the Advantage and Benefit of the
Complainant Peter Rosing Esqr Which You have not been now
to fore interrogated if You set forth the same According to the best
of Your Knowledge Remembrance and belief and the Reasons
that induce Such Your belief

Chas Bromley
Attorney for the Complt

Mayors Court at
Madraspatnam

Between Peter Rosing Esqr
Commander of the Ship Royal
Admiral Complainant and Peter
Sykes One of the Attornies of this
Honorable Court Defendant

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

Armegum of Madras Conceply Aged 32 Years or
thereabouts being produced as a Witness on this Cause on the
part of the Complainant was on the 3d day of March 1769
Sworn at the Office of Mr Peter Sykes Attorney for the
Defendant by Conceply who left a Note of the Name, Title
and place of abode of the said Deponent and afterwards
the same Day being Sworn and Examined deposeth as

The Complainant to Marke the Deft Answ[r] his Interrogat

To the 1st Interrogatory the Defendant saith that he Doth not Sell unto that One Cargo Chilly did agree to Purchase of him 60 Cases of Salt To be One Month after the said Salt to have been Delivered by him at Lisbon to 10 Days Time Chilly the Purchaser to advance him 50 Cases of Salt at 10 Pg Pr each Case & the Defendant gives this Not to the Interrogatory

To the 2d Interrogatory the Defendant saith that by Chilly Himself he was putting the whole Quantity into the Hands at Lisbon & that Chilly Did Receive that Quantity the remainder of the first parcel & Denied that he Sold by others at Lisbon or he Did not get any Profit by the Interrogatory

To the 3d Interrogatory the Defendant saith that he Did not take any Contract whatever with the Defendant that he Did with Thomas Chilly that in Case the said Cargo did not Exceed the said 60 Cases of Salt in 10 Days time to stand to the Sale of making Up which he Received of the Defendant & Denies all Combination & Confederacy & Denies not in a Cafeon and Ground by the said Chilly for the Defendant saith & this with the Interrogatory

Henry Crawford

Examined

Interrogatories to be Administered to the Witnesses to be produced Sworn & Examined on certain Cause Depending & Comenced in the Honble the Mayors Court and at Issue in the Honble the Mayors Court of Westminster Wherein John Young of Westminster Mariner Commanding of the Ship Royal Marine Complainant And John Dorrat of Lyons Gentleman One of the Attorneys of this Honorable Court Defendant On the part and behalf of the Complainant

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

2 Do You know or do You Not know Armegaud of Madera Merchant & Co. & how he did not Buy and Sell Sell unto You or was You not employed by the Defendant Sell Sell unto You or was You not employed by the Defendant to Sell Sell unto You a certain Quantity of Salt to be Delivered at Lisbon by the Defendant & what Quantity of Salt was to be Received by a Certain time to the Order of the Complainant at Lisbon Barra or elsewhere & What Quantity of Salt was John Barra or elsewhere & What Quantity of Salt was to be Received by the Defendant & what Quantity & to what Place was You to Ship & Carry the same & to whom & at what Port & Time was You to Deliver the same & at what Freight & Primage & upon what Terms & Conditions & at what time was the said Quantity of Salt to be Delivered the Precise Place where the said Quantity of Salt to be delivered the Precise time when and to whom to the best of Your Remembrance Knowledge and belief Declare

3 Do You know or do You not know whether the said Armegaud Do or Did not deliver or Cause to be Delivered the Quantity of Salt You Contracted with him for on account of the Defendant & what they are & how otherwise Did at the place You doth Aledge it was & how much & how otherwise Did at the place You doth Aledge it was Delivered in whole or in Part Declare Whether the said Salt was Delivered in whole or in

444

Delivery to take place Setforth the whole that You know
knowing or Concerning the Interrogatory to the best of
Remembrance and belief~

4 Do You know or do You Not know of any
What further Contract was made and entred into by the
Defendant John Ryder with the said Romegan
Power in the first Interrogatory Named & What was
Contract to was it not on Account of the Sellers
and how for the same was Carried into Execution
personally recorded thereby to whom and the Date of the
Setforth the Declare~

5 Do You know or have You Setforth any
Matter or thing that may tend to the Advantage
of the Complainant to which You have not been
Interrogated towards of Which Setforth the same to the best
Your Knowledge Remembrance and belief and the true
that to Your Knowledge belief~

Chas Brown
Attorney for the Complt

Rogers Court at
Rudrasparaan

Between John Romegan
Commanding the Ship Royal
Complainant & John Ryder Owner of the
Defendant

Depositions of Witnesses taken on the Court
Interrogated before the Court as followeth~

Thelly of Moore Merchant
Years or thereabouts

1805

27

of the Name Title and Nature of whole of the said Deponent
and aforesaid on the same day being Sworn and Examined
Deposeth as followeth~

To the first Interrogatory this Deponent saith he hath known
the Complainant 12 Month and the Defendant 3 Years or
thereabouts~

To the Second Interrogatory the Deponent saith he hath
known Romegan and that he has known him to have
Dealings in Salt that he was not employed by the Defendant
to purchase any Salt of the said Romegan but hath himself
on his own Account did sell the said Defendant Quantity
of Salt to be delivered at Trincomalee the Due of Capture~
Being the Complainant in this Cause~ That the Quantity the
Defendant is Specified of him was 40 Garce at 12 Pagodas
12 Garce in the beginning of September and the time of delivery
fifteen days after the Purchase~ and more this Deponent
Saith not to the Interrogatory~

To the third Interrogatory the Deponent saith the said Quantity
of Salt he Sold to the Defendant was never delivered first on
the Month of October by reason that the Complainant could
not take it on board therefore the Defendant on that
Account desired this Deponent to receive back the said Salt
at that time and deliver the like Quantity in February follo-
wing which was agreed to by this Deponent who gave the
said Defendant a Writing for that Purpose~ That in the
Month of February when the time came When in Consequence
of the Agreement the Salt was to be delivered the Defendant
refused to take it because the Complainant had not then
Received from Bengal~ This Deponent then told him he
Would not deliver the Salt at Trincomalee after February but
Would further Northward at the Romegan and place agreed
any time Complained to this the Defendant agreed~ on the

Interrogatories to be Administered on the part and behalf of the Complainant Henry Crawford

1st Do You know or do You not know the parties to this Cause Complainant and Defendant

2d Do You know or do You not know what Trade or Business the Complainant is of and how long he has been so

3d Do You know or do You not know whether the Complainant and Defendant did on or about the Day of in the Year of Our Lord One Thousand Eight Hundred and Seventeen Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

4th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

5th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

6th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

7th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

8th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

9th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

10th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

11th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

12th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

13th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

14th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

15th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

16th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

17th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

18th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

19th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

20th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

21st Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

22d Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

23d Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

24th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

25th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

26th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

27th Do You know or do You not know whether the Complainant and Defendant did not Contract and Agree together for the Sale by the Complainant to the Defendant of a Quantity of Salt and if You do state the Quantity Contracted for and the Price or Consideration Money thereof and whether the Contract was Verbal or in Writing and if in Writing whether the Writing was signed by the Complainant or Defendant or both of them and if You have seen the Writing produced by either of them and which of them and whether You believe the Signature to be the Handwriting of the Party whose Name it purports to be

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Complainants Attorney Upon what Do the Defendant
Setteth Out Your Answer and Makes any and What
Protestation Saving and Reserving to himself the
Benefit to the Complainant of Exception to the Insufficiency
Your Answer Declare

Did You or Do You or Any and Which of You by Your
Agents by Your Order or Procurement Write or Cause to be
Written any and What Letter or Letters to any and What
Person or Persons Touching the Matters in Question in this
Cause and What Are the Names and Places of Abode of the
Person or Persons to whom You Wrote such Letter or Letters
Declare

Have You or Any and Which of You in Your Custody or
Power any and What Letters Papers or Writings Touching
any of the Matters in Question in this Cause and Will You
Produce the same to the Court Declare

Have You or Any and Which of You Seen Read or Heard
Read any and What Letters Papers or Writings Touching any
of the Matters in Question in this Cause Declare

Do You Know or Believe that the Complainant is Entitled
to the Relief Prayed by his Bill or to any and What Part
thereof and Have You or Any and Which of You any and
What Right Title or Interest Claim or Demand to Oppose the
Complainants Demand to the Relief Prayed by his Bill or to
any and What Part thereof Declare

Have You Set forth in Your Answer all Deeds and Writings
and Copies and Extracts therefrom Which You or Any and
Which of You have in Your or Any and Which of Your
Custody or Power Relating to any of the Matters in Question
in this Cause and Which You Think Will Support the Case
Made by Your Answer or Tend to Your Advantage therein
and Will You Produce the same to the Court and Leave
Copies thereof with the Clerk in Court for the Complainant
Declare

Have You Stated Set forth and Charged in Your Answer
all Such Facts Circumstances and Matters to the Best of Your
Knowledge Remembrance Information and Belief as are
Material or Necessary for You to State in Answer to the
Complainants Bill and Which You Pray May be Taken as
Part of Your Answer and Have You Not Confessed Waived
Combined and Avoided Such Matters and Things as Ought
to be Confessed Waived Combined and Avoided by You
Declare

Have You Not Combined with any Person or Persons
Corporation or Corporations in Confederacy or Collusion
touching the Matters in Question in this Cause or any and
Which of Them and with Whom and Have You Not Done
Committed or Caused to be Done any Act Matter or Thing
in Breach of Such Confederacy or Collusion Declare

Have You Not Put in Issue or Caused to be Put in Issue
Divers Matters Charged in the Complainants Bill and Have
You Not Refused to Answer Divers Matters Charged in the
Complainants Bill Declare

Have You Not Pleaded Demurred or Put in Any Plea or
Demurrer to the Complainants Bill and Have You Not
Obtained Leave of the Court to Withdraw the Same Declare

Have You Not Put in Your Answer Out of Time and
Without Leave of the Court Declare

Have You Not Passed Sentence or Judgment in any Court
of Law or Equity or Elsewhere in any Matter Cause or Thing
Touching the Matters in Question in this Cause Declare

Have You Not Exhibited any Bill in Equity in any Court
of Equity or Elsewhere Touching any of the Matters in
Question in this Cause Declare

Have You Not Brought any Action or Actions at Law
against the Complainant Touching any of the Matters in
Question in this Cause Declare

Have You Not Received Any Sum or Sums of Money
Goods or Effects Belonging to the Complainant Declare

Have You Not Been Arrested at the Suit of the Complainant
Touching any of the Matters in Question in this Cause
Declare

Have You Not Been Arrested at the Suit of Any Person
or Persons Touching any of the Matters in Question in this
Cause

Thomas Williams for that the said Complainant Robert Williams telling him any thing further Concerning the said Sale that a day or two after this Deponent was Informed by the said Defendant that he was informed by the said Complainant that he had sold all of them and he Did hear that Penalty was paid by the said Complainant to the Defendant on this Account but what Sum this Deponent knows not

Interrogatory 2

To the Second Interrogatory this Deponent Saith that he was Informed by the said Defendant that he had sold all of them and he Did hear that Penalty was paid by the said Complainant to the Defendant on this Account but what Sum this Deponent knows not

Interrogatory 3

To the Third Interrogatory this Deponent Saith that he was Informed by the said Defendant that he had sold all of them and he Did hear that Penalty was paid by the said Complainant to the Defendant on this Account but what Sum this Deponent knows not

Interrogatory 4

To the Fourth Interrogatory this Deponent Saith that he was Informed by the said Defendant that he had sold all of them and he Did hear that Penalty was paid by the said Complainant to the Defendant on this Account but what Sum this Deponent knows not

Interrogatory 5

To the fifth Interrogatory this Deponent Saith that he was Informed by the said Defendant that he had sold all of them and he Did hear that Penalty was paid by the said Complainant to the Defendant on this Account but what Sum this Deponent knows not

Interrogatory 6

To the Sixth Interrogatory this Deponent Saith that the Complainant did desire him in this Deponents name to look after his Cattle at Medway and to go frequently to Mr Sykes to Visit them Concerning at Medway and to go frequently to Mr Sykes to Visit them Concerning the Cattle as deposed by him to the Second Interrogatory

Interrogatory 7

To the Seventh Interrogatory this Deponent Saith not to any more Questions enquired of him in this or in the Last Interrogatory

Henry Crawford

Examined

Mayors Court at Hadenspalanan

Between John Boring Master Commander of the Ship Royal Admiral Complainant and John Sykes One of the Honorable Court Defendant

Depositions of Witnesses taken in this Cause Examined in this Court as follows viz

being produced as a Witness on the Cause on the part of the Complainant came on the 8th day of March 1763 before me Arthur Taylor Attorney for the Defendant Henry Crawford Esqr a Note of the same Date and Place of attending the Deponent and afterwards on the same Day being Sworn and Examined deposeth as followeth ~

To the first Interrogatory this Deponent Saith he hath known the Complainant 18 Months and the Defendant 2 Years or thereabouts ~

To the second Interrogatory this Deponent Saith that he knows the Ships Chilly and Hannah Dodson called and that he does know them about 2 Years last Augt Ships Chilly Do entered with the Defendant to deliver the Cargo of Salt at Jamaica to be shipped some time in October on the Royal Admiral for Ships Commanded by this Complainant but he does not know at what Place of any Cargoes and more this Deponent saith not to this Interrogatory ~

To the third Interrogatory this Deponent saith he was informed that Ships Chilly had sprung a Leak 24 Leagues to Windward on the Coast of Jamaica and that he had the Pumps ready to be brought from the Salt Ships which the first Opportunity was Happened but that about that afternoon after the Departure of the Complainant for Augt last this Deponent was sent by the Defendant Roderick Mangock to the Beach at Jamaica to see Examine & Sell Ships Chilly Cargo which Could not be brought for her Master and that this Deponent then Lying there Wednesday to the 2nd June when he Deponent was not quite about 2 Days from the Defendant saith Not to this Interrogatory ~

To the fourth Interrogatory this Deponent saith that he

any penalty paid by them Salt Dealers to the Defendant on this Account and more this Deponent Saith not to this Interrogatory ~

5th ..... To this fifth Interrogatory this Deponent Saith not to any ~ Questions required of him on this or the Last Interrogatory ~

Henry Crawford

Examined

To Captain Rebow ~

Sir

I have not Yet received an Answer about the Salt therefore cannot fix any time for the Delivery of it, but will Acquaint You the Moment I get an Answer about it Will Acquaint You the Moment I get an Answer about it Will Acquaint You the Moment I get an Answer about it and will use Your Order to Remove it as soon as possible

I am
Sir
Your humble Servant
Arthur Taylor

7th May 1763

Captain Rebow Rosing

Sir

In the Strongest Manner in Which You Insist upon My Delivering You the Salt I must inform You I have not carried with it any thing of an Ideal nature but Refused to Deliver it as I did not Mean To do it, This is Now Entirely to what I have given You Reason to think, On this Morning that I was Ordered You in my Chit this Morning that I was Ordered by the Consignees

Dear Sir I will give You an Order to Forward You here
Hold You the other Night that I had forgot to take Notice
upon Your Account Immediately Enclosed being Agreed
I & the Arrangement We did not know that the Man was go
to that place till I found he was on Journey Where upon
Ordered my Daybook on Your Account to Note him a Bill
on his own Longer go about the Delivery of which
did, and to the Man's Answer to that Letter which I
I must want to hear You out of the Salt a Moment, but I
Shown her Answer I cannot with Propriety give You an
Order to Forward it And I ordered the Care should be of the
Salt for You by Agreeing upon the Loss of the Measure be
the other Quantity Delivered at the time I did You and for
Account without which cannot Care of it Might have be
Mr Hedaway Expected You to have Company Patterson for
by whom You know my Reason You have not as yet

I am May 1768

Sir

Your Most humble Servant

Peter Baker

To Captain Peter Bowie

Sir

Remember Mr Mark Morton my first Journey with
You about the Salt was to Deliver it at Catawah where it
there was Ready to be Delivered to You But You did no
You could not then Proceed and Should I kept it
take care of it for You as Your Attorney either by Sell
it or doing the the best

230 1755

I Agreed with the Man from whom I had bought it and immediately
Cooly it still was to Deliver the same Quantity the Latter End
of February about which time I Could have Sold it for about
15 Per Cent and Expecting Myself there which I Intended
to Leave with Salt I Intended to have taken it for her at that
Price which I Paid I could even have got Much Cheaper
but thought Myself as Conscious bound to Allow You that
Price for it as I could have Sold it for that Price and which
Notwithstanding the Price You was to give for it, was very good
Price, the Time of the Year Considered And which was the reason
of my mentioning the 15 Pagodas Per Cent to You However the
time for the Agreement with the Man for the Delivery of the Salt
the Latter End of February on Your Account being Expired and
I Not being able to Receive it I have since been Obliged to Agree
on Your Account to take it at the Arrangem as the Man could
Would not Answer keeping it to Deliver at Catawah, but
Would Deliver it at the Arrangem Which I Found Myself Most
intitled to Agree to Consequently this Must be Entirely on Your
Account, Unless You take the 15 Pagodas Per Cent for the
Account, Unless You take it at Five Pound I kept the
Paid I could Sold it at Five Pound I kept the
Salt on Your Account as above, and Not on my Own therefore
if You do not Chuse to Receive it at the Arrangem I resign
My Attorneyship to You and You may get it from the Man
With whom I have this Agreement for it not as My Property to Deliver
it at Catawah as You say at Private Sale the Damage I See
I Have nothing to do with them as I will make appear
You put on Board and must You be hard in the Manner You th
You put on Board and must You be hard in the Manner You th
When I Tell you the Naked truth, I am Sorry I did Not, I
On Your taking it at first According to Your Agreement and
I Had not Been that I Could with Demands that
Is my right to make

I am Sir

Your most humble

To Captain John Ryley

Immediately the Man which Carries
you my Letter of Yesterdays date do have made the
Oath to Your Account about the Sale and Whom Sold
Yesterday in the Afternoon that You Would be Responsible
for Payment of the Same Himself or Else Caused to Deliver
him Your Cargo that he has by these last Round Lots
of Salt at the Mangeon Out of which he Intended to
Deliver Unto Forty Cows and of which Your forty four
Part Sd He Says that Notwithstanding he does not Look
Himself Obliged to Deliver it or to be Worked any Other
Salt ready to Deliver the forty Cows of Salt to Your
Person How May Appear at Your Request at Rangoon
Place to the Northward of the Mangeon Which is the only
Port that made on Your Account the Payment of this my Debt
Inasmuch You are Requested with Last Night the Money
is Ready to Deliver it Immediately If You Chuse to Content
Yourself with the Above Salt, I and I am still ready for
the Sake of Settling the Matter Said Receiving any Dispute
the Cause to Allow You the 48 Pagodas I have Said to
Hold You before further than the same as my present
Expences did Hope You'll Consider Coolly of the Matter and
Settle it Our Way as the other and not enter into Disputes
Which are entirely Unnecessary for the Person Which
I have already Mentioned to You and to which You are
Inferior and last 18 Cows of the same to Which I
Regard I am

Sir
Your Most Humble Servant
John Sykes

9th May 1768

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having no Convenancy to take it into my Own Custody from
Apprehension I could have Reason to think Yourself an
off and that I have had great deal of Trouble about
this Affair for no Reason but be cause You did not receive
the Salt Immediately According to Agreement
and Desired me to do what I thought best about it and
Your Account

Sir
Your Most humble Servant
John Sykes

9th May 1768

To Captain John Ryley

Sir

Herewith I Send Your Account Current
Your Account Current of Your Benjamin left in my hands
Paid Your Account Current With me the Ballance of
Which being Two hundred and forty two Pagodas Four
Fanams and Twenty Eight Cash Pagodas 242.4.20
Now Ready to my Hand and for that Purpose send Therewith
Said Pagodas I Desire that the Sunday Articles which You
desired me to Provide for You ready to be Delivered to You
and Request You'll Receive them Without delay

You'll Observe I have given You Credit for
the Weight of the Allum which You took for me and the Rope
Allowed to Tallitta at Ten Pagodas Candy Which is the rate
You Agreed to take it at

You Will also Observe that I have in
Account Current given You Credit for Nine hundred and Six
Eight Fanams and Sixty four Cash Pagodas
Which is the Amount of the

Which You left with me to Dispose of as I do the best I can
with the Said which I Did on Your behalf upon the Remainder
Day of February for the Reasons I have already Mentioned
both by Letter and otherwise, And which Will have left
Fourteen Pagodas & Some Odd as I have already told You
that I found it Necessary to Open with the Man as Where
Cotton by the Sale was to Deliver the same Quantity of the
Remainder, And that As I Says the Sale Rose and how
and Wished More than the Quantity of Salt away and
Which He proposed Delivering that Quantity which
has put it out of his power to Deliver it Now Or which
he Says He will Deliver that Quantity at Ramapatam
If therefore You Choose Another of the Cloth of Cuttack
& Some Ed the Natural thereon or Demand the Remainder
Salt from the Ramapatam where Money is Paying
Chitty He Says he is ready to Deliver it to You or any Person
You may Appoint to Receive it And I am that Case Desire
the Cloth for the Salt out of the Ground which I Will make
the Ballance in any Sort Cuttack Ed Muslins
Sorts Sorrone Ed Chitty one Cloth of Pagodas My to Sell
Which with them he Necessary You Should pay me
One of these Two Ways Suggested You will Adjust this
Account Ed Matters with me to the Last Sale of Salt

Fort St George
10th May 1763

Sir
Your Most Obedient Humble Servant
Joshua Steevens

To Captain Richard Bourchier

Yesterday Evening I sent to Acquaint Mr Sykes and Accomp
to Your Desire I asked him if Your Salt was Disposed of
He Answer Kindly to be Remembered to You and is Sorry for
of Your Misfortune But he would be Very Glad to see
You Invited at Mr Dear he Informed me that he thought
he had Sold Your Bengimins at every Good Price Also
Sold at 18 Pagodas & Some and if You Chuse to have the
Salt again he had. Mr Sykes Bargain with the Ba
he Sold at the that if Ever You Did not like the Price
You might have the Salt at any time You Asked for it
Things are Almost all ready and Mr Sykes Sure You Can
Have a Very Large Mr Black things is on hand and
be down time Ships with the Ships will Stay here some
they Are Afraid they must all Again till the Europe
Ships Arrive More Time at Present

Sir
Your Most Obedient and Humble
Servant
Daniel Lawrence

Articles of Agreement Indented made con
cluded and agreed upon the Seventh day of May
in the Year of Our Lord One thousand Seven hundred and Sixty Eight
in the Eighth Year of the Reign of Our Sovereign Lord George
Third by the Grace of God of Great Britain Fra
and Ireland Defender of the Faith &c Between Jos
Mariner, and Master of the Ship called the Royal Admiral of the
and Company Merchants and Adventurers
and Company Merchants of the One Part and Edward Bourchier