MAYOR
COURT

Mayors Court
Vol-No-27
Cal No-12022

Vol No-27
12022

Mayor's Court Records Volume No: 27

General No: 12023

12022

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Filed this 13th January 1713

To the Honble the Ma
Court at Madraspatn

Humbly Complaining Sheweth unto th
Your Order Jean Johannes of Madras Vestuarier that P
Servant at Present in Madras Gentleman stands Indebted
Order in the Sum of Twelve Pagodas Curren
of Madras Making in Sterling Money of Great Britt
Fifty Eight Shillings for many Goods by him Sold
Shillings Various as by Promissory Note of hand bearing Date
Day of the Present Month of January and in this Present Year
One Thousand Seven Hundred and Twelve Pagodas
Demand which Promissory Note of hand or your Orator
Ready to be Produced to this Honble Court when Required
Whereas Your Orator hath frequently and in a friendly Manner
Debtor Defendant for the Sum
Pagodas

Daniel Shaw

Attorney for the Complainant

John Macpherson

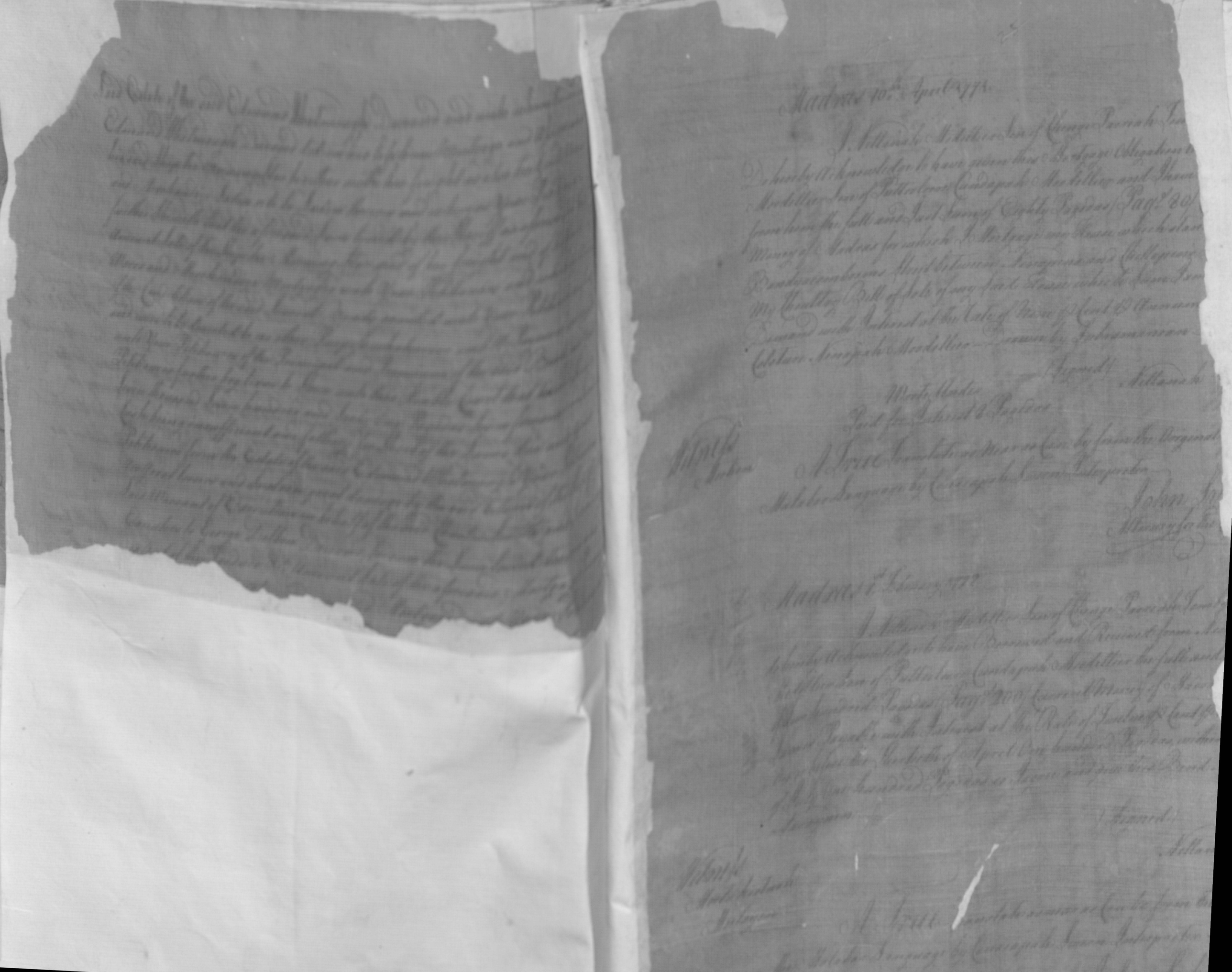
Mayor

Know all Men by these Presents that We the Subscribers are
firmly bound unto Major Thomas Pilling and John
of Fort St George Merchants in the Penal Sum of Eight thousand Pagodas
Money of Madras to the Payment whereof well and truly to be made
said Major Thomas Pilling and John de Faria or their Certain
Heirs Executors Administrators or Assigns We do hereby bind ourselves
Heirs Executors and Administrators firmly by these Presents Sealed
Witness whereof We have hereunto Set our Hands and Seals in Fort St George
this Twenty sixth Day of April in the Year One thousand Seven hundred
Twenty Four

Whereas the above bound Joseph by the Borrowed and Received
above named Major Thomas Pilling and John De Faria the full
Sum of Four thousand Pagodas Current Money of Madras to Manuel Jachon
Note of Eight Cent per Annum payable on demand Now for Securing the Payment
thereof unto the said Major Thomas Pilling and John De Faria their Heirs Ex
Administrators or Assigns We the said Joseph the Granted Bargainer
Heirs and Set over unto by these Presents the said Granted Bargainer
Abigail Jacobs and Set over unto the said Major Thomas

To the Honble the Ma
Court at Madraspata

Humble Complaining Sheweth unto this Ho
Court Your Orator & Oratrix Cuttichett of Fort Saint George Merchant &
Velangoty Pelegan and Sarvandy of Madras Inhabitants showe
unto Your Orator in the full and Just Sum of Seventy Four Pagodas Cu
Money of Madras Making on Madras Measure of Canal Bottl
the Rate of Eight Shillings for every Pagod the Sum of Thirty Pound
More fully and at Large Appears by an Account hereunto Annexed for
Inspection of this Honble Court and which Your Orator Prays may b
Admitted as Part of this Your Orators Bill of Complaint and Your
further Sheweth unto this Honble Court that he hath frequently and on
Divers Occasions Manners Requested Payment from the said Velangoty
Pelegan and Sarvandy of the aforesaid Sum of Seventy four Pagodas



To all People to whom these Presents shall Come

Whereas Sellamah Mutthellien of Madras Merchant was on the
Bond or Writing Obligatory bearing Date the Tenth April One
Seven hundred and Seventy One become bound to Sonagah Mut
the Same Place Merchant in the Sum of Eighty Pagodas and
Payment Demand And Whereas the said Sellamah Mu
said by One other Bond or Writing Obligatory bearing Date the
February in the Second Year of Our Lord One thousand Seven
Pagodas Fee become bound to the said Sonagah Mudelliar
Three hundred Pagodas Current of Madras and Interest Two Hu
Pagodas Principal on or before the Nineteenth of April last and the Co
hundred Pagodas more before the Nineteenth of July last as by the
or Writings Obligatory May Appear And Whereas there now
Debt the said Sonagah Mudelliar for Principal and Interest
Penalty the Sum of Five hundred and fourteen Pagod
Eight Fanams and thirty three Cash Now Know Ye that I
Sonagah Mudelliar for divers valuable Considerations him
by Virtue Power of Attorney from Sellamah the Grand
Sonagah Mudelliar Do hereby Absolutely Assign to
Sonagah Mudelliar All the Aforesaid and hereby Secured by the
Bonds Writings Obligatory And the Money Thereupon Due and Owing
or Allegat or Writings and the Money Thereupon Due and Owing
Whatsoever to me the Same And all the Right and
unto the Same And the said Sonagah Mudelliar for
as his own Debt and Estate and Appointed
Power Irrevocable and Appointed
the said Debtor and Others
and Whatsoever to be done and Act All Things and
all for him and in his Name or otherwise the Same and Every
Discharge or Release for the Same for the Sole and Proper
Benefit of the said Sonagah Mudelliar his Executors Administrators
and Assigns And I the said
and Assigns the Same and Every Part thereof to Receive and Enjoy

John McPherson
John Holland
James Hodges

[illegible] and abide by such Order and Decree therein as to this Hon[illegible]
Court shall seem Meet.

John Sykes
Attorney for the Complainants

7

Mayor's Court at
Madraspatnam

Tuesday the 26th Day of January
Anno Domini 1773

Present

John Mc Pherson Esquire Mayor
John Tolland — George Aubrey
Aldermen

Between [illegible]

It Appearing [illegible]

Mayors Court at Madraspatnam

Tuesday the 21 Day of January
Anno Domini 1733

Present

Thomas Pomny Senior Alderman
James Hodges — George Baker and
George Moubray — Aldermen

Between Francis Saunders
of Fort Saint George but at Present of Ma
gatam Esquire by his Attorneys Edw
gatam Esquire and Paul Benfield of Fort
Saunders and Paul Benfield Complainants
George Monckorde and
Dewsaay Chetty of Madras Merchant
Defendant

Nor will the Give Your Orator any manner of Satisfaction touching the Premis
Your Orator therefore Prays a Writ of Subpœna Issue out of this Honble Court directe
Appear at a certain Day and Time to be therein limited and Answer to the end thereof
the said Johan Allenborough May upon his Corporal Oath, full, true, direct
and Perfect Answer make to all and Singular the Matters and things be
before set forth and alledged as fully, truly and Effectually to all intents
Purposes as if the same were here again Repeated and Particularly Exa
ted and that he may be Decreed to Pay unto Your Orator the aforesaid
Eighty Four Pagodas and Sixteen Fanams and all Costs of this Original
Cost Suite and further more to Decree unto Your Orator full and Comp
Damages for all Loss, Costs Charges and Expences which Your Ora
hath or shall Sustain or Pay or be put unto by Reason of the before
said Detention and Injurys of Your Orators Person

MAY it Please this Honble Court to Cause the said
Allenborough to be Summoned and Required by the Sheriff of For
George Town of Masulapatnam and the Districts thereof Personal
and Appear before this Honble Court at a Certain time and Place to be
Answer

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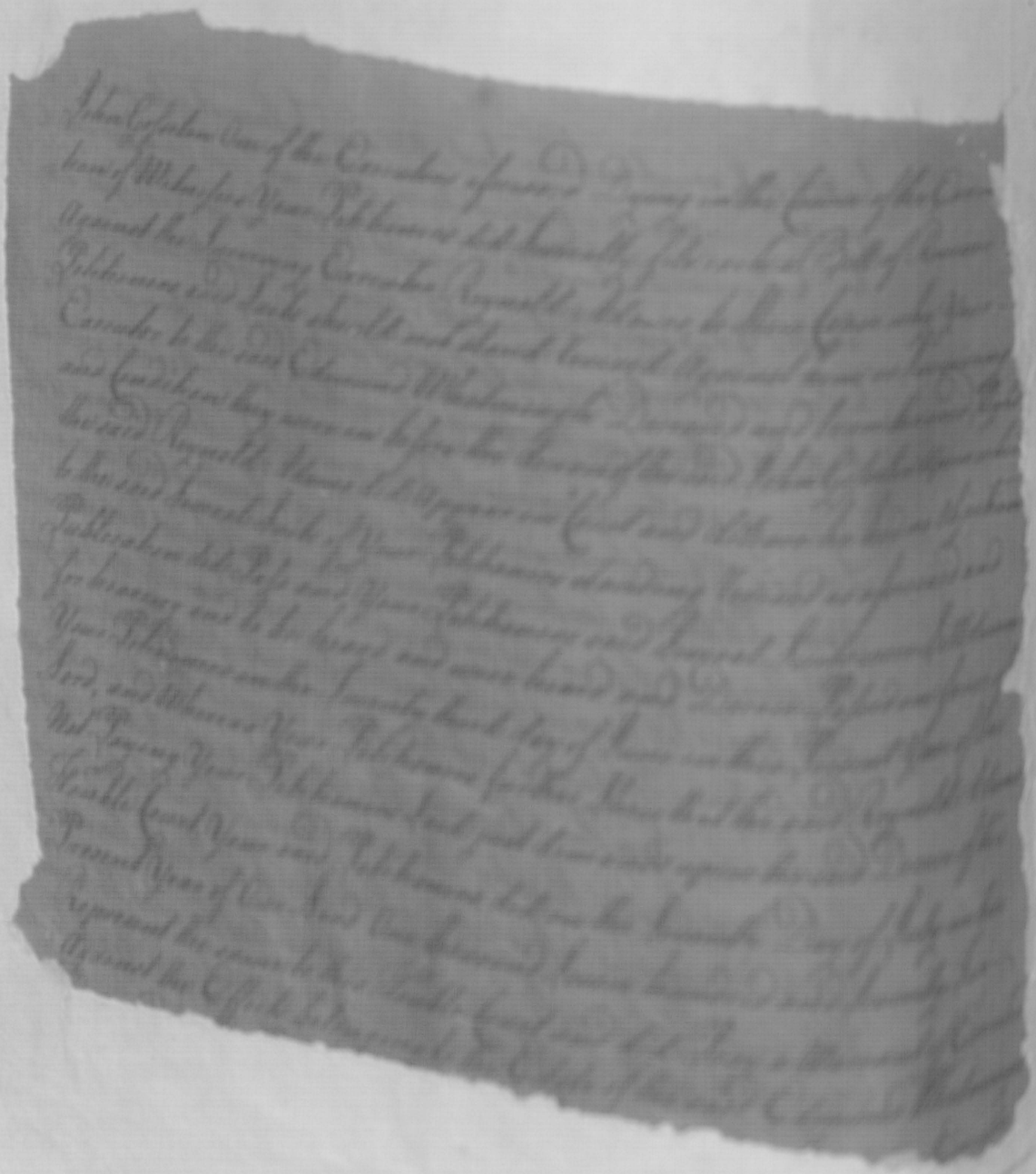
Either with or without Interest as may be adjudged Costs of Suit

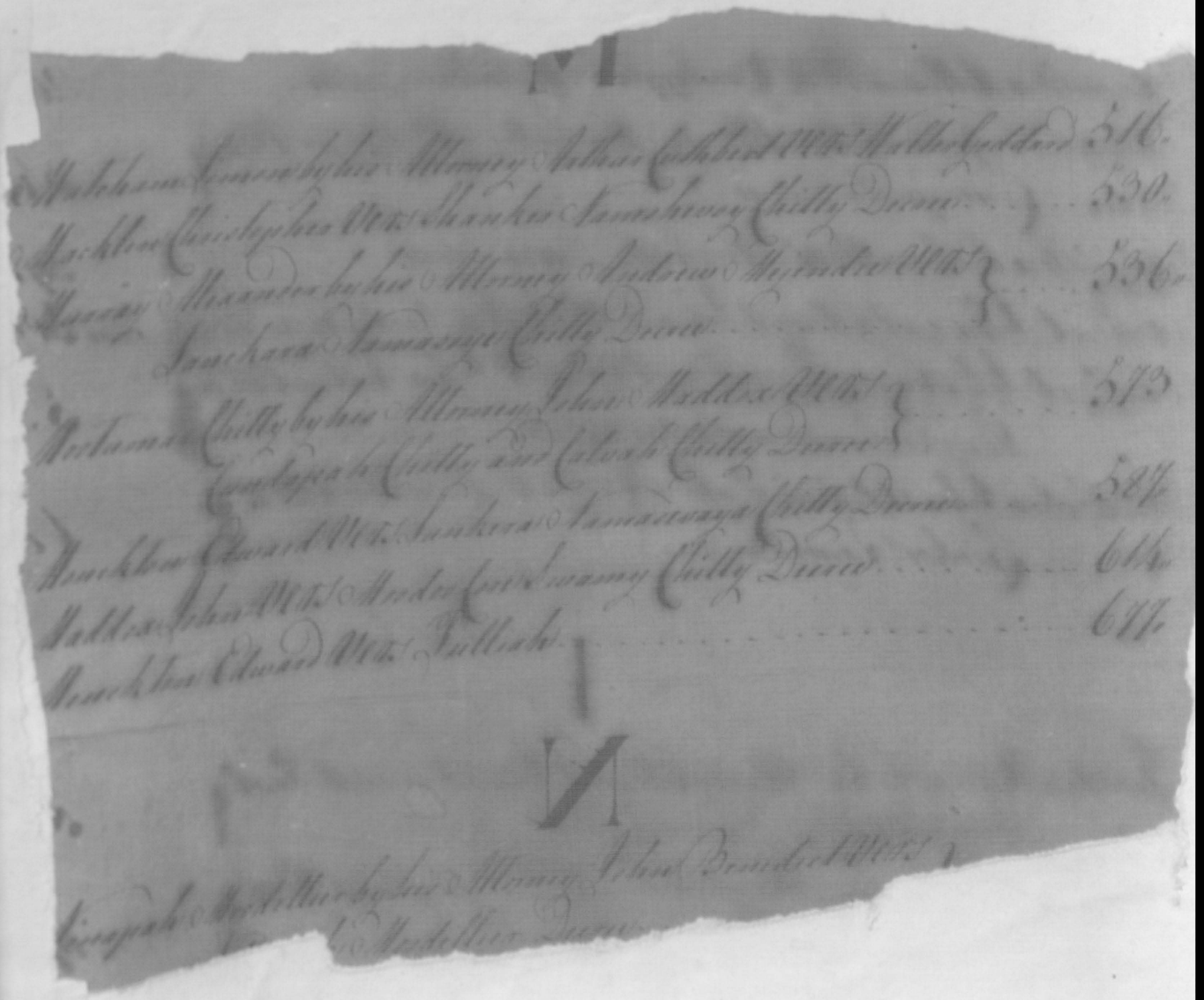
Dollars

Dated this 3rd November 1773

To the Honble the Ma
Court at Madraspatn

Humbly Complaining Sheweth unto this
Court Your Orator Francis Swaine late of Fort St George but at
present an Exile on the Island Edward Fran
Benfield of Fort St George Merchant D
Sum and Sums Justly
Due





20.

25th April 1772

Witnesses
Rigsdale
Shandale
Lot Thorne Dad

Signed Sealed and Delivered
in Presence of

Therefore think fit by Order and Decree and doth Accordingly
Decree that the Defendant shall pay unto the Complainant the
just Sum of Two hundred and fourteen Pagodas Twenty Eight
and Thirty Cocks Pagodas 214.28.30 together with such Int
as now is or shall hereafter become due thereon until full Paym
Medrass all Costs of this Suit

D.ft Cur

Ind.d 12.th Dec.r 1712

To the Honble the Ma
Court at Madraspatna

Humbly Complaining Sheweth unto Your
Your Orator Thomas Popham of Madras Merchant that Orator
Some Time Sued Edward Monkhouse of the same
Sum of Two hundred and fifty three Pagodas Twenty three Fanams
Cash Current Money of Madras Reckoning as Sterling Money of Great
at the Rate of eight Shillings for every Pagoda the Sum of Two hundr
Fifty Pounds and Twenty Shillings Sterl and More Particularly
Your Orator by his Second Second thereof Summond for the Defe
the Honble Court and by Order of the Commissioners for Recd Justice
Chapoor and Your Orator Exhibited the Fifteenth Day of August
Second Year of Our Lord Both which Your Orator prays to Refer
Court Oath and further Proof thereof may be Admitted as part
his Bill of Complaint And Whereas Your Orator further Shews
this Honble Court that he hath frequently and on diverse Occa
Repeated Demand of the said aforesaid Sum of Two hundred
Three Pagodas Twenty Three Fanams and Forty Cocks from the said

Defendant and Your Orator Hath always found him Ready and Willing
Satisfy your Orator the said Debt but now of late Refuses so to do
Pretence whatsoever In Tender Consideration of the Premises Your Orator
Humble Prayer this Court Doth think fit to Grant unto Your Orator
Writ of Subpoena to be Directed to the said Edward Monkhouse Thereby
Commanding him at a Certain Day and under a Certain Penalty therein
to be Limited personally to be and Appear before the Honble Court
Answer the Premises and to Stand to and Abide such Order and Decree
Court shall make therein as to Equity and Good Conscience shall
And your Orator shall Ever Pray &c

Thomas Popham

Let a Subpoena Issue Returnable the 15.th Instant

D.ft Cur

Ind.d 12.th Dec.r 1712

To the Honble the Ma
Court at Madraspatna

Humbly Complaining Sheweth unto Your
Your Orator Thomas Popham of Madras Merchant that Orator
Some Time Sued Edward Monkhouse of the same
Sum of Two hundred and fifty three Pagodas Twenty three Fanams
Cash Current Money of Madras Reckoning as Sterling Money of Great
at the Rate of eight Shillings for every Pagoda the Sum of Two hundr
Fifty Pounds and Twenty Shillings Sterl and More Particularly
Your Orator by his Second Second thereof Summond for the Defe
the Honble Court and by Order of the Commissioners for Recd Justice
Chapoor and Your Orator Exhibited the Fifteenth Day of August
Second Year of Our Lord Both which Your Orator prays to Refer
Court Oath and further Proof thereof may be Admitted as part
his Bill of Complaint And Whereas Your Orator further Shews
this Honble Court that he hath frequently and on diverse Occa
Repeated Demand of the said aforesaid Sum of Two hundred
Three Pagodas Twenty Three Fanams and Forty Cocks from the said

Madras 16th of August

Pholiapah Samuel Cazenove Debenby Ackmuty
Bernard and Edward Jones Mr Popham the Sum and Sixty
three hundred and Fifty Pagodas Current Money of Madras
or before the 25th of October on the then Interest at the Rate of eight
Annum Drawn and Signed Chetapetta

Witness
Poolliah and Mootoo

A True Translation Peon Cutcherry
Malabar Language by Cumcapah Sworn Interpreter

Henry Dalrymple
Attorney for the Complt

Mayor's Court } Tuesday the 9th day of March
Madras Fort } Anno Domini 1

Present
John McPherson Esquire Mayor
Thomas Powney and George Moubray
Aldermen

Benson Sworn Deputy
Master Attendant Complt
and Cutcherry thereunto Ad
Defendant

H Appearing by Rule of this Court that
had been Served with a Rule to Answer the Complt
Bill filed and Copy thereof delivered to Him Court
Defendant shall Pay unto the Complt and the
Defendant and Forty three Pagodas Costs

To the Honble the Lords
of Council & Session

Humbly Complains

Honorable Court shall seem Meet

John Sykes
Attorney for the Complt

[illegible] March 1773

The Complainer having Sworn to the
Verity of this Demand, And that the Copies
of the Defenders Writts Depart from the Jurisdiction
of this Court of a Summons Was to be Issued on them
by this Court of a Summons Returnable Immediately and
that Summons Returnable Immediately and
Warrant of Arrest Hear

John Macpherson
Mayet

Mayor's Court at
Guildhall Justiciary}

Tuesday the [illegible]
Anno Domini

Present

Robert McMahon Esquire Mayor
Reynold Moore Esquire Sheriff
Henry Foster—George Parker
Esquire Aldermen—and John Renton

Aldermen

Mayor's Court at Madraspatnam

Feb.y 27th 1721

To the Noble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court, Your Orator Lancarth Pondtack of Fort Saint George Merchant that Rangapoolla Nundie of Poonday Inhabitant and Owner of the Boat Nou Jeganna Calapa Nundie of Poonday Inhabitant and Owner of the Boat Nou Jeganna Calapa hath at present in Madras Roads Laden and Your Orator in the said Boat Cargo of Two Pons and Seven Hundred and One Pagodas and Eleven Fanams Current Money of Madras Money or Sterling Money of Great Britain at the Rate of Eight Shillings Currency Pagoda the summ of Nine Hundred and Sixty Six Pounds Ten Shillings and One Penny as hereunto will more fully and at large appear by an Account Current herewith Annexed for the Inspection of this Honble Court and to which Your Orator Most humbly Prays the same may be Admitted as Part of this His Bill of Complaint And Whereas Your Orator hath frequently and in a friendly Manner Requested the Payment of the said summ of Two Thousand Nine Hundred and Sixty Six Pagodas and Eleven Fanams But now Wilful and Evasive the said Rangapoolla Nundie Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays Process of this Honble Court may Issue to Compell the said Rangapoolla Nundie to Come and Shew Cause if any he can why he shall not Pay unto Your Orator the aforesaid summ of Two Thousand Nine Hundred and Sixty Six Pagodas and Eleven Fanams Current Money of Madras Money or Sterling Money of Great Britain and Interest for the same from the time it became due and Payable Wherefore that the said Rangapoolla Nundie May upon his Corporal Oath to be Taken before this Honble Court Make full and Perfect Answer to all and Singular the Premises and Every Part thereof as fully and Particularly as if the same were Herein Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid summ of Two Thousand Nine Hundred and Sixty Six Pagodas and Eleven Fanams Current Money of Madras Money or Sterling Money of Great Britain and Interest for the same from the time it became due and Payable and such further Relief as the Nature of this Case shall require

May it please this Honble Court to Grant the said Rangapoolla Nundie his Writt of Subpena to be Directed and Signed by the Mayor of Fort Saint George

Mayor

Mayor's Court at Madraspatnam

Thomas Pearse Esqr. Mayor
John Hollond Esqr. Senr. Judge
George Young Esqr. Judge
George Pitt Esqr. Judge
John Benton Esqr. Alderman

Upon the Tenth Day of October Eight hundred and Twenty Eight Upon reading the foregoing Bill of Complaint and Motion made thereupon by Mr. Advocate Ordered that the Defendant Rangapoolla Nundie do Appear before this Honble Court on Tuesday the Seventeenth Instant to Answer the Allegations contained in the Complaint

By Order of the Court

Register

Upon reading the Defendant Rangapoolla Nundie's Petition Praying Time to Answer the Complaint Exhibited against him by Lancarth Pondtack Ordered that the Petitioner have Time to Answer the Complaint to the Second Court in November next

By Order of the Court

Register

Feb.y 27th Sept.r 1771

To the Worshipfull the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipfull Court, Your Orator Lewis Pouchard of Fort St. George Merchant Aged Twenty four Years Inhabitant and Owner of the Boat Nou Seguiry Carta Sundie of Pondy Inhabitants and Owners of the Boat Nou Seguiry Carta bulat Tyndal in Madras Roads Entitled and Your Orator in the Sum of Two Thousand Pagodas and Three Hundred and One Pagodas and Eleven Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings Sterling Pagoda the Sum of Nine Hundred and Sixty Six Pounds Ten Shillings and One Penny as therein as well more fully and at large Appears as by Account Current hereunto Annexed for the Inspection of this Worshipfull Court and to which Your Orator Most humbly Prays Leave may be Admitted as Part of this Bill of Complaint And Whereas Your Orator hath frequently and Severally by Means aforesaid Demanded the Payment of the said Sum of Two Thousand Four Hundred and Forty One Pagodas and Eleven Cash but the said Rangopatlay Mundee Chetty and Mustafa Mahomed Sahib Refuse to pay the same to Your Orator Now Means of Satisfaction made this Worshipfull Court Your Orator Prays a Subpoena may Issue to the Said Rangopatlay Mundee Chetty and Mustafa Mahomed Sahib Commanding them and Each of them to be and Appear Personally before this Worshipfull Court at a Certain Time to be Limited by the Same Court then and there to Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as to this Worshipfull Court shall Seem Meet and Your Orator as in Duty Bound Shall Ever Pray &c.

Lewis Pouchard

Sworn in Court the 27th Feb.y 1771

Before me

Thos. Macrae Mayor

Sworn in Court the 27th Feb.y 1771

Before me

Thos. Macrae Mayor

Mayor's Court at Madraspatnam

Present

John Mc Pherson Esqr. Mayor

Thomas Lawrence Esqr. Aldn.

John Holland Esqr. Aldn.

George Young Esqr. Aldn.

Edmd. Parker Esqr. Aldn.

John Benton Esqr. Aldn.

Upon the Petition of Lewis Pouchard and the Answer thereto of Rangopatlay Mundee Chetty and Mustafa Mahomed Sahib Ordered that the Petitioner do Bring in a Copy of the Bond Mentioned in the Petition and that the Defendants do Answer the Petition on Monday next

Mayor's Court at Madraspatnam

Present

John Mc Pherson Esqr. Mayor

Thomas Lawrence Esqr. Aldn.

John Holland Esqr. Aldn.

George Young Esqr. Aldn.

Edmd. Parker Esqr. Aldn.

John Benton Esqr. Aldn.

By the Court

Thos. Macrae Mayor

52.

Filed 5. Nov. 1811

The Answer of Rangapullay Mundia of Pondy Merchant late of Madras Defendant to the Bill of Complaint of Samuel Swartz of the same Place Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants 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 unto he this Defendant believes that he owes the Complainant in the Sum of Four thousand three hundred and forty Pagodas and Eleven Fanams more or less or some other Sum or Sums of Money but in what Sum or Sums he this Defendant cannot set to the Certainty of his being indebted unto the Complainant he has most falsely and unjustly set forth in his said Bill of Complaint and this Defendant is Justly and truly indebted unto the Complainant but the Complainant is Justly and truly indebted unto this Defendant in the full and just Sum of Two hundred and Twenty three Pagodas as is fully set forth in an Account Current Marked A hereunto annexed for the Inspection of this Honble Court which this Defendant prays may be admitted as part of this his Answer and further answering to the Bill this Defendant saith this Honble Court is not to credit the Bill this day Preferred by the Complainant against this Defendant humbly hopes that this Honble Court will be pleased to dismiss the same with Costs and this Defendant further informs this Honble Court touching Matters in Dispute and further answering unto such parts of the Bill as charges this Defendant humbly begs leave to refer to his Examination before this Honble Court and to be read as his Answer to the same and this Defendant saith that some Time about the Month of [illegible] last the Complainant and this Defendant entered into Partnership for the Purchase of Rice and Paddy and Coconuts and Oil and Candy and Cotton Yarn and Piece Goods and other Articles of Merchandize and Commodities and Shipping the same on board Vessels for Sale at Pegu and Mergui and Tavoy and Junkceylon and Queda and Penang and Acheen and Malacca and Rangoon and Bengal and Madras and Pondicherry and Cuddalore and Porto Novo and Tranquebar and Negapatam and Karical and Tutacorin and Cochin and Calicut and Mangalore and Tellicherry and Cannanore and Mahe and Goa and Bombay and Surat and Muscat and Mocha and Jidda and Suez and Europe and other Ports and Places in the Indian Seas and Coasts and Gulfs and Rivers and Ports and Places thereof and Adventures and Voyages and Traffick to and from the same and to and from any

Answered in pursuance thereof the said Johnny Vander dasson and the
said did not Appear in his Person at that time to be had any Parley or
Discourse with the said Defendants Vessell, because there was then War in the Longroe Coast
that there was no Embargo layd on the Shipping of any sort of Goods that
that Place, the said Pasqua Chitty then ordered the said Johnny Vanderdasson
to Convey his Vessell to a place Called Pondycatroone where he Might get
freight for this Defendant Vessell, Where the said Johnny Vanderdasson
told the said Pasqua Chitty that he would go whenever directed him,
During the time Limitted for the Loading and discharging of the
Vessell and Proceeded Accordingly to Pondycatroone aforesaid whereupon
Answered and Repeated their former Demand to the said Pasqua Chitty that the
Vessell was not Laden within the Limitted time, that within the Compleat
and Must be Answerable for whatever Charges they were at on Account of
Vessell the said Pasqua Chitty told them as before that it was not his fault
but that Pasqua of Longroe had Prohibited any sort of Grain being Shipt
on any Vessell at that Place But offered the said a Convoy along with
him to a place Called Pouncatch to get freight for their Defendants Vessell
and from thence to go to Porto Nove to Cut Mora Jack to Cargoe if there
freight and that if for Cargoe Could not get freight at those places
Jack to Cuddalore to Use Endeavour to get freight to
Masters to which the said Johnny Vanderdasson Agreed that he would
Proceed to any Place by his Order during the time of Eighteen Days, the
Time Allowed for the dispatching of the Vessell, And that Defendant further
to the said Johnny Vanderdasson did Accordingly Proceed to the above Place
the said Pasqua Chitty Compleat above Twelve Months from
Winds for they could not get freight at any of the above Places the said
Johnny Vanderdasson did then return to Cuddalore and Reported
the said Pasqua Chitty of his Answer, and Mentioned to him as the
Pasqua Chitty that the Defendant had not
from the Cuddalore of the Agreement
within three days as
Pasqua Chitty Answered the said Johnny Vanderdasson that
to the Compleat and desired that he would wait some
Days more Answer, the said Johnny Vanderdasson Consented
Eighteen days for the dispatching of this Defendants
Eighteen days Answered that

10

10

12

Translate of a Letter from Nellatamby Chitty Ittiavirapa Chitty and Condoyarde Chitty to Tirupati Chitty Marked B

Worthy Sir

As we Learn by Mr Lambrecht's Banian of this place that you intend to make Your first Voyage after Your health and hope we will not be the Last to wish You a good Voyage and Success in Your Business We take the Liberty to write You this Letter to Request the favour of You to buy for us Two Vessells Loads of Paddy and bring them to this Coast and Deliver them to us at Cudalore and We will Pay You the Freight agreed upon between us for the same Vessells Loads of Paddy and Your Trouble We have Received Your Letter of the 8th instant wherein You have been Pleased to Desire us to Send You Bills of Exchange for Pagodas 1000 or 1200 and We have accordingly Sent You Bills of Exchange for Pagodas 1200 on Mr Lambrecht Banian of Negapatam which We hope You have Received before the Receipt of this and will be Pleased to Send Your Vessells to Negapatam to Load Paddy and Bring it to Cudalore and We have Sent Orders to Our Merchants at Negapatam to Deliver You Paddy to Load Your Vessells with and We have also Sent Orders to Our Merchants at Porto Novo to Deliver You Paddy to Load Your Vessells with there if You Should Touch there in Your Way to Cudalore

But now Said 1st May'd Please this Honble Court the said Samu
Jonathack Obstinately and wilfully refuses to pay the same or to give
Any Manner of Satisfaction touching the Premises Your Orator
Agreeable to the Rules of this Honble Court shall Appear Agreeable
Equity and good Conscience To the end therefore that the said Samu
Jonathack May upon his Corporal Oath fully, true direct and Perfect
Answer Make to all and Singular the Matters and things herein be
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 Two hundred and Ninety three Pagodas, with all
Interest as now is or shall hereafter become due thereon also all Costs
this Suit

May it Please this Honble Court to Cause the said Samu
Jonathack to be Summoned and Required by the Sheriff of Fort St
Town of Madrapatnam, and the Districts thereof Personally to be
Appear before this Honble Court at its Cutcherie here and Answer to
Honble Court Prefixed and Appointed, the said Honble Court this
Your Orator's Bill of Complaint and further to stand bound & abide by
Such Order and Decree therein as to this Hon'ble Court shall Seem Meet

Antony Dé Pury
Attorney for the Complainant

Filed 1st January 1812

14

The Replication of Samuel Southack of Portsmouth Merchant Complainant to the Answer of Ringe Godfrey Saunders of Sandwich Inhabitant & of Portsmouth aforesaid Defendant

This Replicant Now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and Advantage of Exception that may be had or taken to the many Manifold and other Insufficiencies and Imperfections in the Said Answer Contained for Replication thereunto Saith that he this Replicant will aver and Maintain and Prove his Bill of Complaint and the Matters and things therein Contained to be good true Certain and Sufficient in the Law to be Answered unto and that the said Answer is very Untrue Insufficient and Imperfect in many Manner and Points as the same are therein and hereinafter Charged and Alledged and that the said Answer is very Untrue, Evasive Insufficient and Imperfect and this Replicant further Saith that the said Answer and Discovery and this Replicant Hath Cause to Say that the said Defendant is Justly and truly Indebted unto him this Defendant in the Sum of Four thousand three hundred and forty One Pounds and Eleven pence as Set forth and Stated in the said Bill of Complaint and the Account Current thereunto annexed Notwithstanding what he the said Defendant Hath Set forth to the Contrary in his said Answer & Discovery for Answer thereto this Replicant Cannot but Admit and Allow of Credits in the said Account Current Amounting to the Sum of Four Hundred and Ninety three Pounds seventeen Shillings and Eight pence as Stated in the said Answer and the Account Current thereunto Annexed, & this Replicant Hath not nor doth he Claim any other Sum or Sums of Money on that Account, And this Replicant is ready to Prove that he is Justly and truly Indebted unto the Defendant in the Sum of Three hundred and Eighty Pounds Lawful Money & this Replicant doth Admit & Allow of that Sum as Credited to him in the said Account Current but this Replicant doth not Admit or Allow of any other Sum or Sums of Money Credited to him in the said Account Current by the said Answer & Discovery And this Replicant further Saith that he cannot by any means Admit of what the Defendant has Answered to the said Answer Marked B being a true Translation of the Agreement or Contract by Assignment made between the Defendant and this Replicant nor has the same been Translated by the Defendant and this Replicant nor has the same been Translated by either of this Honorable Court Solicitor and Counsellor Interpreter or Other of this Honorable Court Solicitor and Counsellor Interpreter or Other Person Learned in the French Tongue Duly Sworn for that purpose as this Replicant has been informed & Verily believes & is ready to Prove

of bringing Paddy from Jamaica back to Madras, Received at Jamaica
the rest for the three said Vessels to defend the Middle of July last and delivered
a Letter to Pepe Cattle or Pongeon, their Replicants Agent at that Place, which
this Replicant had Caused to be Wrote in the Malabar Language and sent
by the said Defendant and the said Solomy Vencatachum or One of them,
Requesting this Replicants said Agent that the three Replicants had
Freighted the said Vessels for the Purpose of Loading Paddy on them &c
and the Defendant and the said Solomy Vencatachum did at the same
time Request this Replicants said Agent, that the said Vessels were
Moored at and were then in the River Pontay, which is a Considerable
Distance from Jamaica Port, Where, the said Vessels were to have gone,
and where the said Paddy, with which they were to have been Loaded
was to be, and where they were to have taken on Board, the Defendant
and the said Solomy Vencatachum did also Request this Replicants said
Agent, that the said Vessels should Come up to Port the next Day,
Agent that this Replicants said Agent must Send them with Paddy
immediately after their Arrival, and desired to know where the Paddy
Lay with which they were to be Loaded, this Replicants said Agent did
Carry the Defendant and the said Solomy Vencatachum to the Three
when the said Paddy was and shewed it to them, and told them, that
the Vessels being there Vessels for that the three Replicants said Agent was
Ready to Load them, the Defendant and the said Solomy Vencatachum
did then Request this Replicants said Agent to Advance them some
Money for their Expences, which he at last did and to the said Defendant
the Advanced Eleven Pagodas and Eleven Fanams as Charged in the
Account Annexed to this Replicants said Bill of Complaint and Credited
in the Account annexed to the Defendants said Answer. This Replicant
further Saith that this said Agent further Says that the said Vessels did not
Arrive according to the Promise of the Defendant and the said Solomy
Vencatachum to their Agent and being in Daily Expectation of the
Arrival of the said Vessels this Replicants said Agent Sent Several
Letters to the Defendant and the said Solomy Vencatachum
said Agent to Request the Defendant and the said Solomy Vencatachum
to Come up to Port with the said Vessels as there said Agent was
Ready with the Paddy as there said Agent was Ready with the Paddy

said Paddy Alexander they Could not Remain in the said Port but must
Make their Escape else, and Desired the Replicants said Agent to grant
them a Written Promise from to Leave Jamaica but what the Replicants
said Agent Refused, telling them he had Prepared them Much for more
Forty Days to have the said Paddy Shipped on some other Vessels as their
Vessels Did not Answer, which they Refused to Comply with, and Just then
offers them to Leave with the Permission of their Vessels Answering and Just at
that time whereas my Body in Jamaica had Answered with the Appre-
hension Troubles and this Replicants said Agent and them had gone to the
said Country for Shelter or Safety they Perceived there said Vessels were
Arrived, and this Replicants said Agent told the Defendant and the said
Island Merchants that on Account of these Troubles and Inconveniences
he Looked upon them to be the Only Persons Answerable for this Replicants
said Paddy, that is to say, for so much of the said Paddy as their said Vessels
Were to have Carried, and this Replicant further Saith that notwithstan-
ding the Declaration of the Defendant and the said Island Merchants
as Aforementioned, and that this Replicants said Agent Did look
upon them Answerable for the said Paddy to this Replicants and did tell
them as in order to Prevent and Stop the said Paddy, Yet this Replicants said Agent being
Willing to get and Keep the said Paddy, Yet Refused in Order to Prevent
further Trouble and the Loss of the said Paddy, After the Confusion
which was Occasioned by the Report of the Commencement of Hostilities
had in some Measure Subsided this Replicants said Agent Applyed to
the Harbour Master for Liberty to Ship the said Paddy on
the said Vessels which the said Harbour Granted upon this
Replicants said Agent Agreeing to Purchase a Quantity of Paddy
from them which Consent of the said Harbour for the Shipping of
this Replicants said Paddy this Replicants said Agent Communicated
to the Defendant and the said Island Merchants and Desired them to
Keep Quiet and Peaceable for that Purpose which they Promised doing, But
Instead thereof they Did with the Two said Vessels for Medows the Most
Part of the Negroes that Replicant had been Credibly Informed and Verily
Believes on the 12th Day of September last, which Circumstances this

Paddy Whereby this Replicant and Paddy Might have been heard,
Which they not Only Refused doing Unless the Freight was paid for their
Vessels also, But did also afterwards Against Neglect taking the said Paddy
on Board their said Vessels after this Replicant and Agent had obtained
the Hon'ble Court Consent for that Purpose on the Master Subsiding as
before mentioned, which Proceedings of the Defendant and the said Skinner
Vice-Chancellor were, as this Replicant Conceives, to all Intents and Purposes
Illegal and Unwarrantable and render them Answerable to this
Replicant for all the Damages which he has sustained this the reason
of such their Unjustifiable Conduct as before mentioned and in Order
to Demonstrate further to this Hon'ble Court the Impropriety and
Illegality of the Defendants Conduct in the said Affair and that he
might have Recorded with the said Vessel the Freight and have
had the said Vessels Cleared with Paddy and Returned with it and
that he was doing so does his Own fault and Owing to himself entirely
That he was doing so this Replicant further Says that the
Defendants said Vessel and the said other Vessel he did also
Hire Engage or Use Most Vessels to go to Tuticorin a fortnight
or Three Weeks after the Departure of the same Paddy That also
Defendants said Vessel and the said other Vessel Sailed from
Madras the Defendants and the said other Vessel were to have Sailed and
Paddy on the Defendants and the said other Vessel were to have Sailed and
Returned with the same Safe to Madras Where she Returned over about the
Twenty Ninth Day of July last and that after Unloading the said Paddy
at Madras she went to Pulicat on Sailing and Returned
to Madras again on September last and this Replicant Saith that
he Submits all the said Matters and things to this Judgement of this Hon'ble
Court and humbly hopes it will Thereby Appear to this Hon'ble Court that
this Defendant is Liable and Justly Answerable and Indebted to him as
this Replicant in Bill of Complaint Set forth and that
before and at the Replicants said Bill of Complaint Set forth and that
being so Indebted and this Replicant having Just cause to Suspect that the
Defendant was about Improper and Illegal Proceedings and Conduct of the Defendant as before mentioned
Hon'ble Court Consent he did on Wednesday the Right to Arrest
said by this Replicant Commissioner to this Hon'ble Court

Translation

Undertaking of the said Vessel that in Carrying said Vessel around the
at Tranquebar Cafebath that three Pagodas be a bill to them, as other Merchants
do in such Case Witness Hay Lawry Candapa by Chetty and
Thiandavelloo Ram Chetty Young Defendt be Committed by either
the Supercargo Owners of the said Vessel, and upon the Same Proved by
Year Witness Presence to the Mayor and Mr Yeo for the same Dorcas
by Interpreter

Signed Rangapilley Mandia

A True Copy as near as can be taken from the Original
in the Gentoo Language by Commissioned Sworn Court Interpreter

John Lykes
Daniel Shaw
Attorneys for the Plaintiff

In the Mayor of Samuel Southack
of Fort Saint George Merchant Defendant
to the Corfe Bill of Complaint of Range
pilley Mandia of Pondy Merchant
but at Present in Madras Corfe Complai
nant

This Defendant now and at all times hereafter saving
and Reserving to himself all and all manner of Benefit and Advantage
of Exception to the many Errors Uncertainties and Insufficiencies
in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant
is Advised is any ways Material for him to make Answer unto he
Answereth and Saith that he Absolutely denies to stand Indebted
unto the said Complainant in the Sum of Two Hundred and Ninety Seven Pagodas as
in the said Bill of Complaint is Most unjustly suggested and Untruly Charged
Most unjustly suggested and Untruly Charged and this Defendant doth Aver that he never
Received any Effects belonging to the said Complainant

and forty three Pagodas and Eleven fanams as the same is unjustly
set forth and stated by the Complainant, but on the Contrary this Defen-
dant Saith that the Complainant doth justly and truely stand indebted
unto this Defendant in the full and just Sum of two hundred and
ninety three Pagodas According as the same is set forth and justly stated
to and appear by this Defendants Cross Bill and by the Account
thereunto Annexed unto which this Defendant Craves the
Reference of this Honble Court

And this Defendant saith that he doe admit that
the Translation of the Charter Party of Affreightment or Agreement
Mentioned in the Answer was not made from the Original but that the
same was Translated from a Copy of the Original former deposited in
this Honble Court by the Complainant and with which said Original
this Defendant having Compared the said Copy from which this said
Defendant doth discover that the said Translation annexed to the said Answer was formed and taken, this
Defendant doth discover that the said Copy and above Copy and that
Translation annexed omitted therein Contained in the Original this
Defendant doth therefore Answer unto the Reporter above Translation
of the said Charter Party of Affreightment and which he prays may be
allowed as part thereof. And this Defendant saith that regarding the
Translation of the Letter Annexed unto this Defendants said Answer,
he hath Deposited the Originals thereof in this Honble Court for the
Inspection and Examination of the Complainant and further this
Defendant saith regarding the said Letters which were wrote by Nellaboo
Chitty, Sellaroga Chitty and Condapah Chitty the Persons who made
the Agreement unto this Defendant on behalf of the Complainant and
the Complainants Agent Rapah Chitty at Tranquebar all being the
Letters mentioned by the Complainant in his Replication that the said
Letters were delivered unto this Defendant Severally at Tranquebar while
Managed and Conducted the Affair in the Voyage to Tranquebar while
for this Defendant did not go on the Affair himself and unto Solang
Canadahoo and Solanga unto this Defendant Severally and unto the
said Solang Canadahoo and as Dispatches for their inward and
Outward Solang Canadahoo and as a Dispatch for their inward and

Prove for that their Defendants Lyrang and the said Tolany Vencadachen did there heave the Anchors of their Vessells and did endeavour to Make the best of their way for the Road of Tremelwashell, but on Account of their Southerly wind which blew very strong and Making a Strong Current from the Southward rather Hazey against their Proceeding they Could not Arrive at Tremelwashell Road, but were Obliged to Anchor their Vessells at about five or Six Miles distant from the Road of Tremelwashell aforesaid where the Defendants Lyrang and Tolany Vencadachen did Come on Shore and did go together to Tremelwashell which was over about the Fourth day of August last and not in the Middle of July as Set forth by the Complainant in his Replication, when the said Lyrang and the said Tolany Vencadachen his Replication, when the said Lyrang and the said Tolany Vencadachen did Present the aforementioned Letters received from the Complainants Agents or Merchants here Acquainting the said Pongah Chitty of the purpose for which their Vessells were freighted by the Complainant and further that they had met with bad weather on their Voyage and strong Southerly Current which Prevented their bringing their said Vessells North and Eastwards which Prevented their bringing their said Vessells to an Anchor at Tremelwashell Road, and Prayed the said Complainants Agents Assistance and Procuring for them Repairs and Cotamarans &c. in order to bring their Vessells at proper distance from the Beach in Order to Receive their Paddy on board, but at the same time Acquainted him that they Could not Receive their Paddy on board at Anchoring Ground as is Set forth by the Complainant in his Replication, or that they did ever Promise to bring their said Vessells to Anchor at Tremelwashell Road the following day, but expressly Insisted to know on the Contrary, the difficulty there would be to bring their said Vessells to Anchor at Tremelwashell Road on Account of the strong Southerly Wind which then did Blow, and Desired that the said Pongah Chitty would Provide them with Repairs &c. with which said Pongah Chitty did Comply and the said Defendants and Lyrang and the said Tolany Vencadachen having Procured Repairs and Cotamarans they did bring their said Vessells into the Road of Tremelwashell which was about a fortnight after that they had delivered the said Letters as above mentioned unto the said Pongah Chitty when the said Defendants Lyrang and the said Tolany Vencadachen did Acquaint

observed and setforth in this Defendants said Answer unto which this
Defendant Craves a further Liberty and this Defendant further saith that
the Matters and things setforth in the Complainants said Replication pre-
tending that the said Pongoh Chitty the Complainants said Agent was
sending that the said Pongoh Chitty the Complainants said Agent was
Desirous and Desiring to load the Paddy on this Defendants Vessells and
further alledging that if this said Lyoung and the said Islang Veeradasheen
Would not bring their Vessells that they would Permit the said Pongoh
Chitty to load the said Paddy on other Vessells part of the Answer which
the said Complainant has undertaken to disprove were Untrue and Made by
the said Lyoung and the said Islang Veeradasheen Viz.t that the said
the said Lyoung and the said Islang Veeradasheen Viz.t that the said
Pongoh Chitty Might load any Quantity of Paddy on other Vessells
Provided that he would always keep One hundred and Twelve Gunns of
Paddy for the loading of their said Vessells and further what the Complainant
has alledged that the said Pongoh Chitty did Show the said Lyoung
and the said Islang Veeradasheen that Were where the Paddy to be loaded
on their Vessells did lay &c. and all the said foregoing Circumstances
and Matters setforth by the Complainant in his said
Replication are not true, but this Defendant Charges that the said Lyoung
Complainants Interpreter to and with whom they Lye and by whom
from whom this Complainant Must have been informed of and made
Acquainted by the said Pongoh Chitty his said Agent all Proceedings
for the Complainant was not at Trincomalee himself, and of Course
the said Matters setforth by the Complainant Can on the One hand only
be regarded as Things or Accounts of a Second Hearsay and therefore
to be set down himself and on the other hand the Belief of the Complainant that the
said Matters are true, which Matters of Uncertainty of things thus
Vague and uncertain and in the best
Point of Light can only be regarded as Impertinences or Surmizes
now Covering a Matter Known Only to the Defendant which Case this Defendant hopes
Matters and Passages of this Cause Intituled as this Case this Defendant hopes
Answer and all the said Matters Alledged

Vessells was not the Only Vessells that was detained as aforesaid and obliged
to leave the Place for want of a Cargo on Account of an Embargo being
Laid on Cargoes by the King of Tanjour as aforesaid and which said
Embargo by the King of Tanjour as aforesaid and which said
Vessells did Return Empty to Madras for that there were Several Vessells
Vessells did Return Empty to Madras for that there were Several Vessells
Engaged as this Defendants was in the same Situation and were obliged to
leave the Place for want of a Cargo on the foregoing Terms and reasons, and
leave the Place for want of a Cargo on the foregoing Terms and reasons, and
further this Defendant denies that the said Pongah Chitty did ever propose
to Load the said Paddy on board of any other Vessells nor did this Defendant
to Load the said Paddy on board of any other Vessells nor did this Defendant
Agree with the said Pongah Chitty or any other Person whatsoever to Load
Agree with the said Pongah Chitty or any other Person whatsoever to Load
that he might Load what quantity of Paddy his Vessel or other Vessells
that he might Load what quantity of Paddy his Vessel or other Vessells
Provided he Left One hundred and ten Cawnes for the Loading of three Vessells
Provided he Left One hundred and ten Cawnes for the Loading of three Vessells
and that if he did Load the Paddy on other Vessells that either he or the
and that if he did Load the Paddy on other Vessells that either he or the
Complainant must pay them the Freight of three Vessells as mentioned by the
Complainant must pay them the Freight of three Vessells as mentioned by the
Complainant and by way of Recompence thereunto this Defendant saith that
Complainant and by way of Recompence thereunto this Defendant saith that
it is little likely that the said Pongah Chitty would suffer himself to be
it is little likely that the said Pongah Chitty would suffer himself to be
Tricked by the said Jeyanga and Selany three Gentlemen and Conversing
Tricked by the said Jeyanga and Selany three Gentlemen and Conversing
with and by the said Jeyanga and Selany three Gentlemen and Conversing
with and by the said Jeyanga and Selany three Gentlemen and Conversing
to the Paddy being Loaded on other Vessells, for as this Defendant
to the Paddy being Loaded on other Vessells, for as this Defendant
Vessells was Obliged, as he certainly would have been justified in so
Vessells was Obliged, as he certainly would have been justified in so
doing if it had been possible for him to have done so, to the urgency of the case
doing if it had been possible for him to have done so, to the urgency of the case
and the duty he owed to the Complainant did and would have authorized
and the duty he owed to the Complainant did and would have authorized
his so doing and which he should have done if it had been possible, this
his so doing and which he should have done if it had been possible, this
said Matter he submits therefore Expunged and removed out of Court and shews that
said Matter he submits therefore Expunged and removed out of Court and shews that
the said Pongah Chitty had sent the Paddy to Load on board the said Vessells
the said Pongah Chitty had sent the Paddy to Load on board the said Vessells
or Confirms the reasons alledged by this Defendant to have been given by
or Confirms the reasons alledged by this Defendant to have been given by
him unto this Defendant Saying that he could not Load the Paddy on their
him unto this Defendant Saying that he could not Load the Paddy on their
Vessells on Account of an Embargo being laid on the Exportation of all and
Vessells on Account of an Embargo being laid on the Exportation of all and
any kinds of Grain being exported from the King of Tanjours Dominions
any kinds of Grain being exported from the King of Tanjours Dominions
and neither Ever this Defendant does return that the Complainants
and neither Ever this Defendant does return that the Complainants
said Vessell having Neglected to Load the Paddy on board their Vessells
said Vessell having Neglected to Load the Paddy on board their Vessells
According to Agreement whether the same did not first proceed from
According to Agreement whether the same did not first proceed from
Necessity Force fear or otherwise that the said Complainant is equally
Necessity Force fear or otherwise that the said Complainant is equally
Answerable to this Defendant for the Freight of this Vessell this Defendant
Answerable to this Defendant for the Freight of this Vessell this Defendant
Coast and the Caribbees &c upon which she was Freighted

Ceasing to be heard the said Paddy Vessel but that the said Defendant
Refused by the Complainant and that the said Defendant
Paddy of Affreightment that the said Paddy to be taken on board this Defendants
Vessel was to be shipped and was ready by the said Complainant and this
Defendant does Absolutely and Positively deny that this said Wrong
Neglected or lost any Opportunity which offered and which were in this
Power to have taken and Order to proceed on the aforesaid Voyage and dispatch
to Innerthwaite and but also Absolutely and Positively denies that the
Complainant said Vessel did ever offer to load any Paddy whatsoever on
board of this Vessell and further this Defendant saith that every Matter or
thing Alledged and Suffered by the Complainant that clause Owing to this
Neglect of this Defendant Wrong that the said Paddy was and Laden on
Jetty and ready and that every Matter or thing Suffered and Alledged by
the Defendant are just and true as set forth such as true will maintain and
this Defendant further saith that what the Complainant has
Power and this Defendant further saith that what the Complainant
Particularly does Suffer and Pleads Relies on the said Charter Party of
Affreightment that all and what Paddy the Complainant should in that
be put on board this Defendants Vessell as per the said Charter Party of
Eighteen Days after the said Vessell was ready to receive the said
Part of the said Agreement Charter Party of Affreightment this Defendant
Wrong did punctually to the Stipulations of the said Agreement Comply and perform
and did Wherefore say that for four days time and above the said time which
this Defendant did by no Means Consider himself Obliged to do by any Condition
in the said Charter Party of Affreightment Suffered whereby this Defendant is
Obliged to stay longer than the specified time of eighteen Days the Condition
Mentioned in the said Charter Party of Affreightment whereby the Complai
would be bound to pay all the Vessells Charges during any time the said
Vessell might be detained by the said Complainant over and above the
said eighteen days as are Obligations which binds the Complainant

Translation of Charter Party of Affreightment 12th June 1791

Rungapattah Nawdah of Ponty to hereby declare and acknowledge to have
freighted my Vessells Called Hon Luggun Sandaloe which will Stay well
Conditioned my Vessells Called Hon Luggun Sandaloe which will Stay well
Cong Co Captain of Paddy to Mr Pondicherry of Madras whereof Pawoy
Cong Co Captain of Paddy to Mr Pondicherry of Madras whereof Pawoy
Muttah Sahibmayah Cundaroo Sellamah and Jetty appear genl Agents
Muttah Sahibmayah Cundaroo Sellamah and Jetty appear genl Agents
and Commander which said Vessell is to sail from hence to Pondicherry
and Commander which said Vessell is to sail from hence to Pondicherry
and there take in Paddy on and at the following Rates and terms - Viz.
and there take in Paddy on and at the following Rates and terms - Viz.
The said Vessell to load Ten Thousand Candies of Paddy
The said Vessell to load Ten Thousand Candies of Paddy
Port whatever Paddy Pawoy doth put into the said Vessell above
Port whatever Paddy Pawoy doth put into the said Vessell above
the said Co Captain Pawoy is to take in and load the said Vessell Com
the said Co Captain Pawoy is to take in and load the said Vessell Com
fold it and all what Paddy You intend to put on board the said Vessell
fold it and all what Paddy You intend to put on board the said Vessell
Must be Completely done within 15 Days after the said Vessells
Must be Completely done within 15 Days after the said Vessells
Arrival at Pondicherry and Satisfactorily proved that then You shall be
Arrival at Pondicherry and Satisfactorily proved that then You shall be
Answerable to me for the payment of Demurrage and Paddy for
Answerable to me for the payment of Demurrage and Paddy for
the time she may remain in that Road over and above the said 15 days
the time she may remain in that Road over and above the said 15 days
Before she may remain in that Road over and above the said 15 days
Before she may remain in that Road over and above the said 15 days
Demurrage the Paddy to You shall have nothing to do all charges for
Demurrage the Paddy to You shall have nothing to do all charges for
and delivering the Paddy to You shall have nothing to do all charges for
and delivering the Paddy to You shall have nothing to do all charges for
Loading and discharging of Mr the said Vessell on board or else for the discharge
Loading and discharging of Mr the said Vessell on board or else for the discharge
of the said Vessell at Pondicherry shall and shall be paid by them whose
of the said Vessell at Pondicherry shall and shall be paid by them whose
properly the Goods put on board the said Vessell may be and the Likewise
properly the Goods put on board the said Vessell may be and the Likewise
Cargoe or Exchange Accordingly during the time the said Vessells unloading her
Cargoe or Exchange Accordingly during the time the said Vessells unloading her
Cargo shall be ready Ground Moderately also it is Agreed by me to have her moored
Cargo shall be ready Ground Moderately also it is Agreed by me to have her moored
Some Vessell on account of the said freight Two hundred and fifty Pagodas
Some Vessell on account of the said freight Two hundred and fifty Pagodas
And the Remainder of the freight Sum to remain after the unloading of the said
And the Remainder of the freight Sum to remain after the unloading of the said
Vessell And on Leaving said Vessell without Pondicherry shall the
Vessell And on Leaving said Vessell without Pondicherry shall the
Vessell Shall on Leaving said Vessell without Pondicherry shall the
Vessell Shall on Leaving said Vessell without Pondicherry shall the
Owner Agent to abide Touch by other Articles to be made Copies Whereof
Owner Agent to abide Touch by other Articles to be made Copies Whereof
Mongay Candapah Chetty and Saundarallu Ramen Chetty Agent
Mongay Candapah Chetty and Saundarallu Ramen Chetty Agent
Defend the Dangers of the Seas Rivers and Fire Excepted
Defend the Dangers of the Seas Rivers and Fire Excepted

Appears that the Defendant is indebted unto their Respondent in the sum
and just sum of Two hundred and Ninety three Pagodas and that the
Defendant unto demands for the sum of Twelve and three hundred
and forty three Pagodas and Eleven fanams are unjust unwarranted
Said Allegations and unto the said Answer and the Rejoinder of this
Respondent the humbly begs leave to refer this Honble Court as also unto his
Corps Bill of Complaint

All which Matters and things this Respondent is ready
and willing to aver justify and maintain in such Manner and form
as this Honble Court shall and humbly prays as in and by his said
Bill of Complaint he hath already prayed

Henry DuPuy
Attorney for the Complainant

Filed 24th March 1752

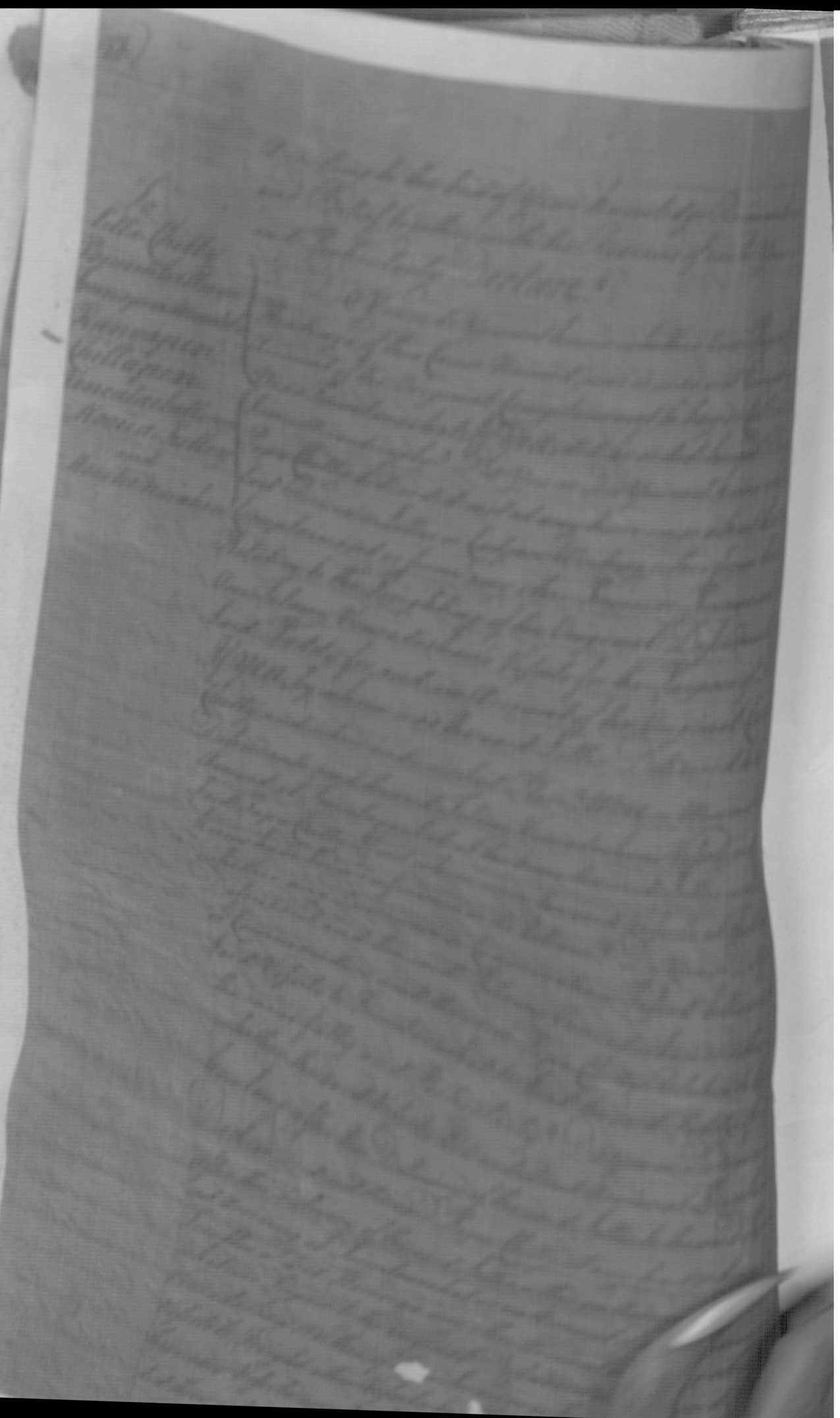
The General Rejoinder of

Servant Creditors of Fort Saint George
Merchant Cafe Defendant to the Replica
tion of Ramapatten Nundia of Pondy
habitant but at Present in Madras
Cafe Complainant

This Defendant commanded all times hereafter
saving and reserving to himself all Manner of Benefit and Advantage
of Exception to the Uncertainty and Insufficiency of the said
Replication for Rejoinder saith that the Defendant doth Answer
& true certain and Sufficient in the Law to be Replied unto and
saith as in and by his said Answer he hath already said and doth
and will aver and maintain all and every thing and things therein
to be true and certain in such Manner and form as is alledged and
Declared and this Defendant also saith that the said Replication
Exposition and this Defendant is advised is insufficient in the Law to
which Complainant is advised for this Defendant for diverse Defects and

Did You Receive any Letter from Captain Cuthbert Ogle, Commander of His Majesty's Ship the Experiment, by whom was the said Letter delivered to You, and where and in what Place and, on what Particular Day and in what Month or about what Part of the Month? Did You receive any Letter from the said Captain Ogle, directed to You, or to the Master of any Vessel belonging to the Port of Providence? Did You receive any Letter from the said Captain Ogle, directed to You, or to the Master of any Vessel belonging to the Port of Providence, and if You did, what was the Purport of such Letter

Grand Vizier such Liberty and whether or not was it without any Certain
Conditions or Matters to be done on Your Part and what? Did You
or Did You not Communicate or make the Hamaldars or second for
Shipping the said Paddy to the Original Defendant and the said
Selamy Vencadachum or either of their Serangs and Commanders
and did You or did You not Desire them to bring their said Vessels to
Jointawshal for that Purpose and did they or did they not promise to
do so, and did they or did they not do so accordingly, If Not what became
of them and their said Vessels? Whether by Force or not & how Man.
and Day did the Original Defendant and the said Selamy Venca-
dachum or either of their Serangs or Commanders Depart from
Jointawshal? Did You or Did You not Procure to the Departure
of the Original Defendant and the said Selamy Vencadachum or
either of their Serangs or Commanders of their said Vessels Deliver
unto them or any and which of them, or did they or did they not by
any and what means become Possessed of the Letter You Received by
any and what means become Possessed of the Letter You Received by
them or any of them from the Original Complainant or his agent at
Madras about the said Paddy If Not, did You or did You not
Deliver them or not Voluntarily or how and in what Manner and for
what Reason or on what Account in Particular did You or do so
them or did they become Possessed thereof? Did You or Did
You not stay here or some time after the Departure of the Original
Defendant and the said Selamy Vencadachum or either of their
Serangs or Commanders from Jointawshal, and any Person or
Persons by any Name or Names whom them or either of their Vessels lay to
Down there to bring their said Vessels to Jointawshal for the
Purpose of Taking in the said Paddy If Not, who did You or did
not Procure and what Answer did or did the Person or Persons
so sent Return and what became of the Person or Persons
sent to You? Do You or do You not know what became of the
said Paddy and whether You did or did not take all the care that
Master Your Power to Prevent the said Paddy both before and after the
Departure of the Original Defendant and the said Selamy Venca-
dachum or either of their Serangs or Commanders or Could or Could not
them or either of their Serangs or Commanders or Could or Could not



Grand Jury such Liberty and whether with or without any Certain
Conditions or Matters to be done on Your Part and what? Did Your
or Did You and Communicate unto the Honorable Court for
shipping the said Paddy to the Original Defendant and the said
Solany Vencadachum or either of their Servants and Commanders
and did You or did You and Depute them to bring Your Said Vessels
from Tranchenabal for that Purpose and did they or did they not Commence to
do so, and did they or did they not do so accordingly. If Not what became
of them and their said Vessels? What time or about What Hour, Month
and Day did the Original Defendant and the said Solany Venca-
dachum or either of their Servants or Commanders Depart from
Tranchenabal? Did You or Did You and Procure to the Departure
of the Original Defendant and the said Solany Vencadachum, or
either of their Servants or Commanders of their said Vessels Deliver
unto them or any and which of them, or did they or did they and by
any and what means become Possessed of the Letter You Received by
them or any of them from the Original Complainant or his Agent at
Madras about the said Paddy. If Not, did You or did You and
Deliver the same Voluntarily or how and in what Manner and for
what Reason or on what Account or Inducement did You so deliver
the same or did they become Possessed thereof? Did You or Did
You and at any time or times after the Departure of the Original
Defendant and the said Solany Vencadachum, or either of their
Servants or Commanders from Tranchenabal, send any Person or
Persons to any Place or Places where they or either of their Vessels lay
Driven there to bring their said Vessels to Tranchenabal for the
Purpose of Taking on board the said Paddy. If Not, who did You so send
on that Occasion and what Name did such Person or Persons
bring to You? Do You or Do You and Know what became of the
said Paddy and what You did or did and take all the care that
Means You Could To keep the said Paddy safe before and after
Departure of the Original Defendant and the said Solany Venca-

Grand Vizr such Liberty and whether with or without any Certain
Conditions or Matters to be done on Your Part and what? Did Your
or Did You not Communicate with the Kapoodaus concerned for
Shipping them said Paddy to the Original Defendant and the said
Solomy Vencadachum or either of their Serangs and Commanders
and did You or did You not Desire them to bring their said Vessels to
Jaimlawahal for that Purpose and did they or did they not immediately
doso, and did they or did they not deny them directly, If Not what became
of them and their said Vessels? Whether know or not what Year, Month
and Day did the Original Defendant and the said Solomy Venca-
dachum or either of their Serangs or Commanders Depart from
Jaimlawahal? Did You or Did You not Procure the Departure
of the Original Defendant and the said Solomy Vencadachum, or
either of their Serangs or Commanders of the said Vessels Deliver
unto them or any and which of them, or did they or did they not by
any and what means become Possessed of the Letter You Received by
them or any of them from the Original Complainant or his Agent at
Madras about the said Paddy, If Not, did You or did You not
Deliver the same Voluntarily or how and in what Manner and for
what Reason or on what Account nor Forbear did You so deliver
the same or did they become Possessed thereof? Did You or Did
You not at any time or times after the Departure of the Original
Defendant and the said Solomy Vencadachum or either of their
Serangs or Commanders from Jaimlawahal, send any Person or
Persons in any Vessel or Vessels whatever after them or either of their Vessels to
Direct them to bring their said Vessels to Jaimlawahal for the
Purpose of taking on board Paddy, If Not, who did You send
on that Occasion and what Message did such Person or Persons
bring to You? Did You or Did You not threaten what became of the
said Paddy and what You did or did not take all the care that
Master Your Power to Prevent the said Paddy both before and after
Departure of the Original Defendant and the said Solomy Vencad-

Grand Jury each Liberty and whether with or without any Certain
Condition or Matter to be shewn on Your Part and what? Did You
or Did You not Communicate such the Normal Law read for
Shipping the said Paddy to the Original Defendant and the said
Colony Venedashan or either of their Servants and Commanders
and did You or did You not Desire them to bring their said Vessels to
Jamestawshal for that Purpose and did they or did they not promise to
doe, and did they or did they not doe accordingly, & What became
of them and their said Vessels? Whether did they or did they not
and Day did the Original Defendant and the said Colony Venda-
dashan or either of their Servants or Commanders Depart from
Jamestawshal? Did You or Did You not Procure to the Departure
of the Original Defendant and the said Colony Venedashan, or
either of their Servants or Commanders of their said Vessels Deliver
unto them or any and which of them, or did they or did they not by
any and what means become Possessed of the Letter You Received by
them or any of them from the Original Complainant or his Agent at
Madras about the said Paddy, & Well did You or did You not
Deliver the same Voluntarily or how and in what Manner and for
what Reason or on what Account and Inducement did You so deliver
the same or did they become Possessed thereof? Did You or Did
You not at any time or times after the Departure of the Original
Defendant and the said Colony Venedashan or either of their
Servants or Commanders from Jamestawshal, seek any Person or
Persons to any Place or Places whereabouts they or either of their Vessels lay
Drove them to bring their said Vessels to Jamestawshal for the
Purpose of taking on board Paddy? Well who did You so send
on that Occasion and what Manner did you the Person or Persons
going to You? Do You or Do You not know what became of the
said Paddy and whether You did or did not take all the care that
Master You Power to Prevent the said Paddy both before and after
Departure of the Original Defendant and the said Colony Venda-

Grand Vizarsach Liberty and whether with or without any Certain
Conditions or Matters to be done on Your Part and what? Did Your
or Did You and Company endeavour to the Hannah Jane and
Shipping the said Paddy to the Original Defendant and the said
Solomy Vencadachan, or either of their Servants and Commanders
and did You or did You and Do with them to bring their said Vessels to
Fort Marshal for that Purpose and did they or did they not comply
does and did they or did they not deny the same directly? If not what became
of them and their said Vessels? Whether at time or times You the Said Master
and Day did the Original Defendant and the said Solomy Vencad-
dachan or either of their Servants or Commanders Depart from
Fort Marshal? Did You or Did You and Process to the Departure
of the Original Defendant and the said Solomy Vencadachan, or
either of their Servants or Commanders of their said Vessels Deliver
unto them or any and which of them, or did they or did they and by
any and what means become Possessed of the Letter You Received by
them or any of them from the Original Complainant or his agent at
Madras about the said Paddy? If Not, did You or did You and
Deliver the same Voluntarily or how and on what Manner and for
what Reason or on what Account and Pachaiar did You so deliver
the same or did they become Possessed thereof? Did You or Did
You and they have or some after the Departure of the Original
Defendant and the said Solomy Vencadachan or either of their
Servants or Commanders from Fort Marshal, and any Person or
Persons to any Person Place whom there or either of their Vessels long
Before them to bring their said Vessels to Fort Marshal for the
Purpose of Taking on the said Paddy? If So, who did You and
in what Manner and what Answer did or the Person or Persons
belonging to You? Do You or Do You and know what became of the
said Paddy and whether You did or did not take all the care that
Master Your Power to Prevent the said Paddy being taken by and after
Departure of the Original Defendant and the said Solomy Vencad-

Vessels or for any other Reason and how often did the said Papa Cuttly make the said Preparations to throw and what Reason did he particularly give them for making the said Proposals as You know have been informed or do believe?

Where or When and the said Vessels or either and which of them, or when were

Did or When and the said Vessels or either and which of them, or when were

Were or When and the said Vessels or either and which of them, or when were

Vessel moved at Fountawashal or about the Twenty Fifth day of August

Sailor told the said Vessels or either of them or had they and when at Fountawashal

sailor told the said Vessels or either of them or had they and when at Fountawashal

verbal at any time from the Receipt of the said Letter by the said

Papa Cuttly, until the said Twenty Fifth Day of August last? What

know or What thereof any Alarm Trouble or Disturbance at Fountawashal

was what in the Night of the said Twenty Fifth day of August last or

about that day or Night? If Yea, what was the Cause thereof? Did or

Did not the said Papa Cuttly, on Account of the said Alarm Trouble

or Disturbance, leave Fountawashal and go to any other place for

Shelter Protection or Safety and how far from Fountawashal? Do

You or Do You not know whether the said Papa Cuttly did or did

not at any time, and how long after the Disturbance had ceased

Whether or When he returned to Fountawashal? If Yea, do You or

Do You not know of any thing that passed between the Original

Defendant and the said Johnny Mountashaw either of them

Stranger or Commanding, after the said Papa Cuttly did Return to

Fountawashal as aforesaid, Relative to the said Vessels or them said

Vessels or the said Paddy and or Particular about any Application

being made by the said Parties either of them to the Admiral or

Fountawashal either about any Dispute or for Power to Stop the said

Paddy or any thing else Regarding the said affairs? If Yea, what

any thing You know Relative thereto Explain and Particularly?

Do You or Do You not know whether the said Papa Cuttly did or did

not at any time or times after the Departure of the Original Defend

Stand with the said Johnny Mountashaw either of them Strangers or

Communication from Fountawashal, and any Person or Persons to

any Place or Places, with either of the said Vessels Leave to

Fountawashal to bring the said Vessels to Fountawashal for the

Purpose of taking on the said Paddy? If Yea, who did the said

Purpose of taking on the said Paddy? If Yea, who did the said

or can You alledge any thing touching the Matters in Question in
this Cause and Cross Cause that may tend to the Benefit or Advantage
of the Original Complainant and Cross Defendant Ayyen, Declare
the same as You know know believe Examined or do believe together with
the Reasons of your Belief as fully as if You had been thereto
unto Particularly Interrogated

John Sykes

Daniel Shaw

Attorneys for the Original Compl.t
and Cross Defendant

Mayor's Court
Madrasapatnam

Between Samuel Smallbach of
Fort St. George Merchant Original
Complainant and Cross Defendant and
Rungapilly Nundia of Pondy Inhabitant
at present at Madras Original
Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

Depositions of Witnesses taken in the Cause depending before
the Commissioners this Court of Equity

Papa Chitty of Madras Merchant Aged 32 years and up-
wards being Produced as a Witness in the Cause and Cross Cause
on the Part of the Original Complainant and Cross Defendant was
on the 16th Day of April 1772 Sworn and Examined at the Office of Mr.
Henry Dickey one of the Attorneys for the Original Defendant and
Cross Complainant by Virtue of an Order of this Court bearing
Date the 15th Day of April Instant to him directed for the Purpose
aforesaid in the Presence of the said Deponent
and of the Attorneys on the same Day being Sworn and Examined
as follows to wit

Writings to this Deponent, did acquaint Him that the Said Vessells were arrived at the River Hoeby, but at Tondawanolaro aforesaid which is near a Place called Hoeby or about Two Leagues Distance from Tauranga Bay Shell — And that the Said Tolony Wereadashow and Rangapulla Maintua Men aforesaid, did acquaint this Deponent that there was a Contrary Wind then, but that the Said Vessells would arrive at Tauranga Bay Shell within the Day after the Delivery of the Said Captain Hastings &c the next Day. And that they did at the Same time acquaint this Deponent, that He must send the Boy Paddy as soon as they should arrive, and that they did desire to know when the Said Paddy Boy — And that this Deponent did shew to the Said Boy aforesaid the Bankshells where the Said Paddy then Lived and that He the Said Boy Paddy did go with the Said Men aforesaid in a Canoe to the Said Bankshells and that this Deponent did then Return to Tauranga Bay Shell — And that this Deponent did Say to the Said Men aforesaid that He would Send the Said Boy Paddy as soon as the Said Vessells arrived at Tauranga Bay Shell — And

Rangapatty Mundiad Man Did the said Solany Vinnadashan
answerable for as much of the said Paddy as their said Depotts
would have carried, being One Hundred and Ten Gunys, that
after the Confusion and Disturbance at Town Messrs had that
in some Measure subsided, we wrote as much as we How dare to
prevent further Trouble and the loss of the said Paddy, this
Peyonat did apply to the Hamildaur at that Place for Liberty
to Ships the said Paddy, on the said Depotts, that the said Ha-
mildar did grant such How under Letter, upon Condition that
this Peyonat bought of Him Twenty five Gunys of Paddy at the
same Price that He paid for the Paddy He had before bought.
That this Peyonat did Communicate such the Hamildaur's
Consent for Shipping the said Paddy to the Virginia Defendants
Men aforesaid, Did Solany Vinnadashan said did desire them
to bring their said Depotts to Anjengo as such for that Purpose;
and that they did promise to do, but that they did not do
accordingly, but that they went on Board their Ships and
did Sail to Mootoo, on the Coast of Travancore this Peyonat
was informed by Some of the People whom He had sent up
after them that the Virginia Defendants Men aforesaid did
the 28th Solany Vinnadashan did the 29th and from Travancore
on about the Second Day of the Month of September with
Gunys of Paddy and One Hundred and Twenty One
that previous to their leaving Rangapatty Mundiad Men
joined and the said Solany Vinnadashan this Peyonat did
this note to show One of their Depotts Workings removed by them
from the Virginia Defendants Depotts Peyonat was also informed
the said Paddy, that they came to Blows at the other by
Men of the Virginia Defendants Depotts Workings on such
they did threaten to Depose of the Paddy by the Consent of the Hamildaur of
Peyonat to Sell that by the Consent of the Hamildaur of

for Did no Account of the Original Complainant, But that it was
not Part of the Same Assortment of Paddy with which the Original
Defendants and the said Solany Vinnatashiné Vessells were to have
been Loaded — And that in Two or three Days after the said Vessells
Arrived this Deponent did Dispatch the Informations — And
more saith not to this Interrogatory —
To the Last Interrogatory this Deponent saith that more than
Twenty Days after the said Rangapoollah Pundrie and the
said Solany Vinnatashiné Had Delivered to this Deponent the Cafous
Mootiga as provided, the said Solany Vinnatashiné did request of this
Deponent to Accompany him with Boys and Catamarans to make
Him to bring His said Vessell into the Road of Trincullimahaly
and Did take the aid of this Deponent Boys and Catamarans and that
the said Original Defendants Boys Did also request all the above
except Boys — And that this Deponent did accordingly supply
with of them with what He did so require. And this Deponent
further saith that at the time the Original Defendants Boys and
the said Solany Vinnatashiné Vessell Did the Anchor,
as above stated to the second Interrogatory, the said Pundrie
told them that if they would then bring their Vessells into the
Road of Trincullimahaly He would after Dinner get their said
Vessells Loaded with the said Paddy and Dispatch within
Eight Days — And that the said Boys replied that they could
not do it, as it was too late in the Season — And more saith —
not to this Interrogatory —

Witness

Said Papa Chitty did buy the same accordingly — That this Deponent does know that the Said Papa Chitty did in the month of July last receive Two Cadjan Writings whether from the Arrizia Complainant or from Some other Person or Persons on His account this Deponent does not know, but that the Said Papa Chitty informed this Deponent that the Said Cadjan Writings were relative to the Weighing of the Arrizia Defendants together with One Solony Verandah and Outsells for the Purpose of Landing the Said Paddy for and on account of the Arrizia Complainants And that the Two Persons who brought the Said Cadjan Writings belonged to the aforesaid Two Outsells, but that He did not inform this Deponent of their Names or Qualities — And that the Persons aforesaid, delivered the Said Two Cadjan Writings to Papa Chitty in this Deponents Hearing — That the Said Arrizia Defendants and the said Solony Verandah Outsells were not, nor either of them were at Aminallee at the Time the Said Cadjan Writings were delivered to Thirvada Pungada Chitty, that at the Time of delivering the aforesaid Cadjan Writings the said Persons told Papa Chitty that their said Outsells were laying at Anna Pandaram at or near Pulicat For two or three days or Such a matter — That at the same Time they mentioned having a contrary Wind but that they Hoped to arrive in the Road of Aminallee with the Said Paddy in Two or three Days and that Papa Chitty desired them to bring on their said Outsells as soon as they could for that He was ready to load the Said Paddy — That for Fifteen Days Papa Chitty was employed by Speaking to the Two Persons aforesaid to bring on their said Outsells — After which Time they told the Said Papa Chitty that if He would depart them with Ropes and Cattamarans to tow them Up into more Navigable Water as they, they would bring their said Outsells into the Road of Aminallee — That Papa Chitty Papa of the Solony of the said Cadjan Writings

Sidney Turnbull and Others Appellts in the Matter of Turnbull and
that the said Appellts were called away from thence before
what they had done before we about Four Hours after they
we did then Understand that the Defendant did show the said
Chitty One Letter about Fifteen Days and a Month before
Twenty Days after the Delivery of the said Petition Chitty
prayed to be provided Two Persons belonging to the
Defendants Ship Edward Sidney Turnbull Appellt the
Servant of the said Appellts not wishing a Disturbance
or Quarrel to arise upon board the Ship that Pantaloon
the Appellt to Ships or Vessels of the said Sidney and
Appellts and Others named in the said Petition and that they did
Thirds under the said Papa Chitty and Hope the Master
Two Days as Passengers for their said Appellts and that
Papa Chitty did make the said Appellts and that
of the Appellts and during the Passage the said
Turnbull did not order the said Appellts
in the Cabin of the Ship that only Appellt Pantaloon
any Time from the Time of the said Papa Chitty
And that there was Disturbance between the said
Papa Chitty and the said Sidney Appellts
Right of the said Sidney Appellts
Cause of the said Defendants
Appellants that Turnbull Sidney
coming to Trincomalee
Sidney to take away
Appellts

(A) (A) (A)

Did leave Trincomalee Road, and go to another Place for Shelter
and Safety, about Nine Miles Distant from Trincomalee Road
And She does know that Papa Chitty did on Five Days afterwards obtain
the Disturbance did in some measure subside and return to Trincomalee
Road. That after the said Papa Chitty did return to Trincomalee
as aforesaid, the said Two Persons applied to Papa Chitty for an
Answer to the Cafrs Hastings they had brought to Shew from the
said Original Complainant, or that He would deliver back to
them the said Cafrs Hastings. That Papa Chitty made answer
that if they would bring their said Appellts with the Rest of Trincomalee
Road He would, and the said Sidney and Appellts should then receive
Cafrs that they replied that it was too late, and that they would not
bring their said Appellts, upon which a Dispute arose, in Consequence
of which the Two Persons aforesaid Viz. the said Papa Chitty to go
along with them to the Road of Trincomalee Road, that then
the said Papa Chitty did accordingly Proceed to Anchor in Trincomalee
Road the said Sidney and Appellts were brought to
Trincomalee Road. That the said Persons belonging to the Appellts of
the Original Defendant did Sidney Turnbull aforesaid did say
that it was too late, and that they could not bring their said Appellts
to Trincomalee Road and during the Passage the said Appellts
with Papa Chitty to make Application for the said Hastings
for Did which the said Papa Chitty then refused
that this Deponent was present and Heard and what Papa
that Occasion. That this Deponent saw Boarded the said Papa
Chitty Did the Day after the Departure of the said Two Persons
belonging to the said Appellts from Trincomalee Road, and Two Days
bringing to Shew Papa Chitty to Land any Cafrs or Slaves
Shewed, Appellts say to Shew them to bring
Trincomalee Road for the Purpose of taking with

Chitty, that the said Parties are to bring their said Appeals
from Moorshedabad the next Day. That the Deponent knows
that the said Patty was taken away by force by the Parties
of Jordan and Sibb on his Account at Chingleput, and
said Papa Chitty did take all their Cloaths that were on their
Persons the said Patty being then Imprisoned after the said
Moorshedabad. That the said Patty could have been
in Bail the said Appeals, the Sum being eight or ten
Pagodas. And that from the Facility of the said
Parties belonging to the said Appeals that absconded
rendering it the best of this Deponents Knowledge the said
said moorshedabad Appeals are to the said Appeals

Hall Register
Court

Hayes Court at
Madraspatnam

Deponent saith
that he knows the Parties
Appeals

Deponent saith
that he knows the Parties
Appeals

Rangayya

Complainant by Contempt any Servant who also left them as Sub
of the Name Sibb the Part of the said Deponent and after
ward on the same Day being sworn and Examined deposeth as
followeth.

To the first Interrogatory this Deponent saith that He doth know
the Original Complainant and Cross Defendant Samuel Swanbeck
in this Cause and Cross Cause but that He doth not know their
Surnames or where they Live, but that He doth not Know the Original
Defendant and Cross Complainant Rangayya Nandie in this
Cause and Cross Cause — To the rest of this Interrogatory.
To the third Interrogatory this Deponent saith that He doth know
that Ana Papa Chitty in the Pleadings of this Cause Named was
Employed on account of the Original Complainant by Patty at
Moorshedabad — That this Deponent accompanied the said Papa
Chitty when He went down to the said Place for the Purpose aforesaid
And that the said Papa Chitty Did by the same according by that
this Deponent does know that the said Papa Chitty did with the
Assistance of Patty that were Employed Working, but whether from
the said Original Complainant or from any other Person or Persons
this Deponent does not know, but that Papa
Chitty informed this Deponent at the Time that it was relative
to the Fighting of two Appeals with the aforesaid Patty for
Did an Account of the Original Complainant, but that this Deponent
does not Know the Amount of the Sum the said Appeals belonged
for but that He has been told by the Original Complainant that
they were the same Appeals that are in Question in this Cause
That this Deponent Did then Know that the said Appeals
Appealing by that they were the Property of the said
Appeals and that they detained the said Patty as a
Prisoner at Moorshedabad at the Time the said Deponent was
at Moorshedabad at the Time the said Deponent was

Cadjan Working by the said Papa Chitty until the 23d Inst.
of the Day of August last That there was no Alarm at Jaffnapatnam
held in the Night of the said Inst. of the Day of August last
That the Cause thereof was a Report spread from the Arnaldar
and some Merchants of the Place, That People belonging to the
King of Jaffnapatnam were coming to Jaffnapatnam Town with an
Intention to take away from thence all the Merchants that
were come from Madras to the said Ground at that Place That
the said Papa Chitty on Account of the said Alarm did leave
Jaffnapatnam Town and go to a Place called Jaffnapatnam for
Shelter and Safety about Nine or Ten Miles Distant from
Jaffnapatnam Town That He does know that the said Papa
Chitty did, about Five Days afterwards, and when the aforesaid
Disturbance was subsided Return to Jaffnapatnam Town That
Jaffnapatnam Town That the Day after the said Papa Chitty
returned to Jaffnapatnam Town, this Deponent was present
when the said Papa Chitty asked the aforesaid Commandant
whom the said Papa Chitty asked the aforesaid Commandant
whom their Effects were, which they had told them which the
were at Jaffnapatnam were landed in the Road of Jaffnapatnam
for that He was come back on purpose to land the Paddy and
their said Effects, and therefore desired them to bring their said
Effects immediately into the Road That the said Persons made
answer that their said Effects could not arrive there, and that they
continued giving him that answer for three Days after which they
Demanded of Papa Chitty Esqr. whom took the Cadjan Working
which they had brought from their Employer at Madras for
that their Effects could not get into the Road of Jaffnapatnam
and they feared the Approach of bad Weather, as it was late in
the Season, and they were desirous to return to Madras as soon as
possible which Papa Chitty promised to do if they could pay
Him some Money that He had demanded to them That after

Said Pagn Chitty Did take all the Care that was in His Power to preserve the said Paddy both Before and after the said Trouble at Trincullewashillas as long as this Deponent remained there which was about Two or Fifteen Days after the Departure of the Commanders of the Vessells aforesaid from Trincullewashills That the said Paddy could have been taken on Board the said Vessells and the said Vessells brought into the River of Trincullewashills That this Deponent cannot Depose but thinks it was the fault of the Commanders of the Vessells aforesaid that it was not done And more saith not to this or the last Interrogatory

The Mark of
Rangappen

Dyall Plumer
Lieut.

Mayors Court at Madraspatnam.

Between Samuel Foote late of Fort Saint George Merchant Original Complainant and Cross Defendant and Rangapally Nundra of Pooty the Inhabitant but at present at Madras Original Defendt and Cross Complainant.

On the Part of the Original Complainant Cross Defendt

Depositions of Witnesses taken in the Cause by and before the Examiner in the Cast aforesaid

Chellapen of Madras Gentoo Native Aged 22 Years or thereabouts being Produced as a Witness on the Part and behalf of the Cross Defendant was on the 24th Day of April 1766 Sworn on the Holy Evangelists in the Usual Manner and Examined by Mr Hoey Attorney for the Original Defendant and Cross Complainant and by and upon his Oath Deposeth as follows

1st

2d

3d

he did every thing ready, and that if they would bring their said Vessells into the Road of Scrimelleuwarshill He would load the said Pilly on Board their said Vessells in fifteen Days — That the said Commanders said that they would bring their said Vessells into the Road in half an Hours Time if the Wind should come fair, and that for Twenty Days they continued telling the said Papa Chitty that their said Vessells would be Come soon — That the said Vessells did not arrive at Scrimellewarshill where this Deponent was there, which was near Forty Days after the Delivery of the said Cadjan Writings, but that the said Commanders came to the Place whither this Deponent had accompanied the said Papa Chitty, the Day after their Departure from Scrimellewarshill, and Did there and there acquaint the said Papa Chitty that the said Vessells were arrived in the Road of Scrimellewarshill, but whether they were or not this Deponent does not know, That when this Deponent returned with the said Papa Chitty to Scrimellewarshill the said Vessells were not in the said Road — neither did they come with in any Kind of Time to before their Departure for Madras — That Twenty Days after the Delivery of the said Cadjan Writings the said Papa Chitty sent on Account of their said Vessells not arriving at Scrimellewarshill, and on Account of some Appearing Troubles at that Place, proposed to the said Commanders to fetch their Vessells & Ships on shore the Body that He had kept for their Vessells — And that they both Offered them to make the said Papa Chitty make Pays One Hundred and Ten Gaves or Fanams for their said Vessells — That this Deponent Heard the said Papa Chitty make the said Proposal to the said Commanders Four or five Different Times — And that He did Particularly give them the Reasons aforesaid — That their Vessells were not arrived — And that the said approaching Troubles at that Place — That on that the said Vessells nor either of them were arrived at

what was the Matter Papa Chitty related to Him the Particulars above mentioned — That the Annuldar thereupon addressing Himself to the said Commanders told them not to make such a Dispute with Papa Chitty, but to bring their said Vessells into the Road of Tyrimalwashill, and that he would depart them to load their said Vessells as soon as possible — That the said Commanders said they was late, that they could not bring their said Vessells — Upon which the said Annuldar desired Papa Chitty to give up the said Cadjans Workings, and let them settle the Affair with their Employer in Madras — And that He Papa Chitty might load the said Paddy on other Vessells, and Send it to Madras — That on the Day of the Departure of the said Commanders from Tyrimalwashill, Papa Chitty did send this Deponent to Tondavangaddy, where their said Vessells lay to desire them to bring their said Vessells to Tyrimalwashill for the Purpose of taking in the said Paddy — That they gave for Answer that they could not come with their said Vessells — That the next Day the said Papa Chitty sent two of the Original Complainants Peons, by Name Rangappen and Cheliapah to the said Tondavangaddy for the Purpose aforesaid — And that the said Commanders told them that they would take their said Vessells, and desired that Papa Chitty would get every thing ready for loading the said Paddy — That afterwards, some Boats belonging to the Annuldaar of Tyrimalwashill, and Some Boats belonging to this Deponent, Actually took away by force the said Paddy, and sold it on the Account of the said Annuldaar, at Tranquebar, as this Deponent did the said Papa Chitty were informed at Tranquebar, whether they went to inquire, in Consequence of a Letter from the Original Complainant — That the said Papa Chitty Did take all the Care that was in His Power to preserve the said Paddy both before and after the said Vessells at Tyrimalwashill — That the said Paddy could have been taken on Board the said Vessells provided

And that it was the first time of the said Deponent's knowledge
and more saith not to the Interrogatory

To the last Interrogatory this Deponent saith that he the
said Deponent has delivered the said Original Writings
the aforesaid Papa Chitty they the Writings that he the
Deponent knows from the Nature of the Writings and
and that they
Deponent from the said Papa Chitty
Papa Chitty
Papa Chitty

Hall & Plowman
Solrs

Hayes Court &
Hatton Garden

Venkatachellum of Madras Merchant Aged 50 Years
a Witness produced on the Part of the Original Complainant and Cross Defendant
in this Cause on the 30th Day of April 1772 Sworn in Person at the Office
of Mr Henry Du Pay who is Attorney for the Original Defendant
and Cross Complainant by Candapah my Servant who also left
with a Note of the Name Title and Place of abode of the said
Deponent and afterwards on the 6th Day of May following being
Sworn and Examined Deposeth as following viz.

To the first Interrogatory this Deponent saith that he doth
know the Original Complainant and Cross Defendant Samuel
Lindback in this Cause and Cross Cause and that He doth not
know Him these Years or thereabouts but that He doth not
know the Original Defendant and Cross Complainant Rungapilly
in this Cause and Cross Cause And more saith not
to the Interrogatory

To the third Interrogatory this Deponent saith that he heard
Candapah Chitty on account of the Original Complainant
Papa Chitty on the Pleadings of this Cause named
to buy Paddy at Triumellaveshill and if He could not find any
there to buy that any Where near Triumellaveshill That
the said Papa Chitty did buy the same accordingly at Triumellaveshill
That this Deponent knows that the said Papa Chitty
did some time in the Month of July last receive Two Cadjans
Writings from the aforesaid Candapah Chitty on account of
the Original Complainant relative to the Farmishing of the
Original Defendants Ships then with One Polony Venkatachellum
Vessells for the Purpose of loading on board the said Vessells
Delivery of the said Paddy for and on account of the Original
Complainant That the said Cadjans Writings were delivered
to the said Papa Chitty by a Person who called Himself the

Papa Chitty this Deponent Said Captain were He Did before furnished
the said Solomy Mercantile with That the said Vessells Did not
arrive at Swinemunde shall for Thirty Seven or Forty Days after
the Delivery of the said Original Writings, that about that Time
this Deponent accompanied Papa Chitty to a Place at some Dis-
tance from Swinemunde shall And on the third Day afterwards
the Commander of the Original Defendants Vessell and Solomy
Mercantile hereafter said came to the said Place whether this Dep.
had accompanied Papa Chitty, and told the said Papa Chitty
that their said Vessells were arrived in the Road of Swinemunde
shall but whether or not they were so arrived, this Deponent
cannot Say For that whereof this Deponent went back to
Swinemunde shall whence it was about three Days after Papa
Chitty returned and Eight Days after the Persons aforesaid
had declared their Vessells were arrived, their said Vessells
were not in the Road of Swinemunde shall, and they departed for
Malmo without ever entering into the said Road From that Time
that it did not more than Twenty Days after the delivery of the
said Original Writings Papa Chitty informed this Deponent
that He had on Account of the said Vessells not arriving at
Swinemunde shall and on Account of approaching Troubles at
that Place and on Account of His having received Several Letters
from Persons desiring Him to send the said Thirty ages as soon as
possible provided to the Commander of the Original Defendants
Vessells and to Solomy Mercantile hereafter said to freight their
Vessells to Ships or Vessells of the said Country or to their said Vessells
Vessells to Ships or Vessells of the said Country or to their said Vessells
would have arrived And that they did both Object thereto unless
Papa Chitty would either Pays One Hundred and Ten Guineas as
freight for their said Vessells or else would Pay them what remained
freight for their said Vessells or else would Pay them what remained
due to them for their freight they having received Some Money
due to them for their freight they having received Some Money
on that account as Pays That this Deponent Knows of Papa
on that account as Pays That this Deponent Knows of Papa

amongst them, in Consequence of which, both Parties went to the
Choultry of Tarimelleveshil, that this Deponent did not accompany
them thither, but that Papa Chilly afterwards told this Deponent,
that having related the Subject of their Dispute to their Choultar
aforesaid, He offered to assist and Despatch the said Disputes
in Fifteen Days, if the said Persons would bring their said Disputes
into the Road of Tarimellaveshil, to which they had answered,
that it was too late, and that they could not stay any longer—
And desired to have the Cadjan Writings which they had brought
to Papa Chilly returned to them which their Choultar had—
Ordered them Papa Chilly to do—That the day after the Departure
of the Commanders of the Original Defendants to Despatch and Tolany
Vencadasham aforesaid from Tarimellaveshil, this Deponent
was accompanying with the said Papa Chilly, when He met
one Chellen or Chellappen a Poor belonging to the Original
Complainant, to Tondavenelcotta or Pondicherry, where their
said Disputes lay, to desire them to bring their said Disputes into
the Road of Tarimellaveshil for the Purpose of Judging in the
said Policy—That the aforesaid Chellen brought for answer,
that they could not stay to bring their said Disputes—That the
next day where this Deponent was also with them, Papa
Chilly sent Ranga appen and Chelatte Two Poors belonging
also to the Original Complainant, for the aforesaid Purpose—
And that they brought word, that the said Commanders of the
Original Defendants Disputes and Tolany Vencadasham aforesaid
had promised that they would bring their said Disputes into the
Road the next Morning, that in Eight Days after, Some
Sepoys belonging to the Nabobs, and in His Name, drove away all
the modras Sepoys from that Place, and took away the said Pally—
And carried it to Pondicherry, and Sold it on account of the said
Nabob, where the said Papa Chilly and this Deponent were

And they both went away, in Spite of Papa Chilly's Intreaties,
and Calling after them, to Stay — And went on Board their said
Vessells at Pondarremalam — And that in three Days afterwards
they set saile for Madras, without bringing their said Vessells into
the Road of Trimullecoashell, or which they had promised to do as
aforesaid And more saith not to this Interrogatory —

Hall Plomer
Exam.

Mayor's Court at
Madraspatnam

Between Samuel Foxcroft
late of Fort Saint George Merchant Original
Complainant and Cross Defendant and
Ramapatty Nenden of Pondy Tchabrand
late of Vizapore Madras Original Defendant
and Cross Complainant
on the Part of the Original Complainant and Cross Defendant

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

Cundapah of Madras merchant Aged 52 Years or thereabouts
being Sworn as a Witness in this Cause and Cross Cause on the Part
of the Original Complainant and Cross Defendant was on the 30th day
of April 1772 shewn in Person at the Office of Mr Henry Da Pay
who is Attorney for the Original Defendant and Cross Complainant
by Order aforesaid my Servant who also left them a Note of the Name
Title and Place of abode of the said Deponent and afterwards on
this same Day being Sworn and Examined Deposeth as followeth —
To the first Interrogatory this Deponent saith that He doth know
the Original Complainant and Cross Defendant Samuel Foxcroft
in this Cause and Cross Cause and that He hath in Reward Him

Thirty Leagues or thereabouts Do that He knows the
Original Defendant and Cross Complainant Samuel
Swanback in this Cause and Cross Cause and that He hath
known him Twenty years or thereabouts And more saith not to this
Interrogatory

To the fourth Interrogatory this Deponent saith that
Merchants by Name Sottsinga Dd Stella Family
of the Original Complainant did take up a Freight &
dispatch some Time
in the month of June last Sampson or One more Ship to go to
Bombay for the Purpose of bringing Paddy to Madras
Family from the
bringing Paddy to Madras That he saith the
Twenty first day of the said month of July
on board the Ship Polly Do that she did return
to the Family Merchants of Sottsinga with a full Cargo of
Paddy being the Twenty Second day of the said month of July
and is this to the best Interrogatory

Hall Plumer
Exam.

Mayor Court
Madras Fatnam

Deponent

The Original Complainant and Cross Defendant was on the
27th Day of April 1778 shown in Person at the Office of Mr. Henry Da-
Pay who is Attorney for the Original Defendant and Cross Complainant
by Candapah my Servant who also left Him a Note of their Names
Title and 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 that He doth Know
the Original Complainant and Cross Defendant Samuel Swanback
in this Cause and Cross Cause and that He hath to Known Him
Twenty years or thereabouts — but that He doth not Know any
Name the Original Defendant and Cross Complainant in this
Cause and Cross Cause — And more saith not to this Interrogatory
To the fourth Interrogatory this Deponent saith that Two merchants
by Names Sottsinga and Stella Family — on Account of the Original
Complainant did take up a Freight and dispatch some Time
in the month of June last — Sampson or One more Ship to go to
Bombay for the Purpose of bringing Paddy to Madras —
that this Deponent does not remember the Day but that He believes
it was about the Latter End of the said month when She Sailed that
She was consigned to Said Ships Polly and that she did return to
Madras about the Twenty fifth Day of the month of July according
to the best of this Deponents Remembrance — That she did return
with a full Cargo of Paddy — And more saith not to this
the last Interrogatory

WATSON

Hall Plumer
Exam.

Additional Interrogatories

To be administered to and answered by the Defendant Captain Pringle on behalf of His Majesty's Attorney General in the Cause depending in His Majesty's Court of Admiralty between Thomas Hamilton Esquire Plaintiff and the Ship Diana and Cargo Defendants

To Captain Pringle
Mr Chitty

1st Do you know that before Peace was proclaimed between His Majesty and the French King a Packet Vessel commanded by Captain Thomas Hamilton sailed from Falmouth for Lisbon

2nd Do you or do you not know that the said Packet Vessel after the Proclamation of Peace was ordered to return from Lisbon to Falmouth

3rd Do you or do you not know that the said Packet Vessel in her Passage from Lisbon to Falmouth was taken by a French Privateer and carried into Brest

4th Do you or do you not know that the said Captain Hamilton and his Crew were detained Prisoners at Brest for the Space of Six Months after the Proclamation of Peace

5th Do you or do you not know that the said Captain Hamilton and his Crew were detained Prisoners at Brest for the purpose of Securing the said Packet Vessel and her Cargo for the use of the French King

6th Do you or do you not know that the said Packet Vessel and Cargo were afterwards condemned as Prize by the Court of Admiralty at Brest

7th Do you or do you not know that the said Captain Hamilton and his Crew were detained Prisoners at Brest for the purpose of Securing the said Packet Vessel and her Cargo for the use of the French King

8th Do you or do you not know that the said Captain Hamilton and his Crew were detained Prisoners at Brest for the purpose of Securing the said Packet Vessel and her Cargo for the use of the French King

9th Do you or do you not know that the said Captain Hamilton and his Crew were detained Prisoners at Brest for the purpose of Securing the said Packet Vessel and her Cargo for the use of the French King

Do you or do you know whether any Discourse or Conversation did pass between the Defendant and the said Notary Public and either of their Captains or Commanders and the said Papa Chitty Relative to their having sent the said Vessels to Trincomalee If so declare the said Paddy Papa did set forth the same fully and particularly Do you or do you not know whether the said Vessels did or did not arrive at Trincomalee soon as having after the Delivery of the said Letter to the said Papa Chitty Did or did not the said Papa Chitty at any time or times and how long after the Delivery of the said Letter either on Account of the said Vessels not arriving at Trincomalee or on Account of any apprehending Troubles at that Place or on any other Account or for any other Reasons whatever propose to the Defendant and the said Notary Public and either of their Captains or Commanders of their said Vessels to Freight other Vessels to take the Ships Cargoes of the said Paddy or as their said Vessels would have Carried it If you do Did they or any of them or Did they not object thereto and if the said Papa Chitty would Keep any and what Quantity of the said Paddy or Paddy for their said Vessels or for any other Reason and how often did the said Papa Chitty make the said Proposition & when and what Reasons did he particularly give them for making the said Proposals as you know have been informed or do verily believe were proved and if the said Vessels or either and which of them or whether Vessels arrived at Trincomalee on or about the Twenty fifth Day of May last Year or did the said Vessels or either of them or did they not lay at Trincomalee at any time from the Receipt of the said Letter by the said Papa Chitty until the said Twenty fifth Day of August last Year was there or was there not any Alarm Guards or Precautions at Trincomalee on the Night of the said Twenty fifth Day of August last year or about that Day or might If you what was the Cause thereof

Additional Interrogatories

To Swinton
M. Duffy &c

1st Do you or do you not know the Parties Complainants
Plaintiffs & Defendant in the Cause depending
between them in which this Interrogatory is
Exhibited

To Duffy

2nd Do you or do you not know the Ship Vessel
Brigantine or Vessel called the Sapra Chitty
mentioned in the Bill of Complaint in this Cause
and the Voyage or Voyages she hath performed
since she was first employed by the Defendant
or Persons on his behalf in the Trade or Employ
mentioned in the Bill of Complaint

3rd Do you or do you not know or believe that
the Defendant hath employed the said Ship
Vessel or Brigantine called the Sapra Chitty
in the Trade or Employ mentioned in the Bill
of Complaint and for what Time or Times
and for what Voyage or Voyages

4th Do you or do you not know or believe that
the said Ship Vessel or Brigantine called the
Sapra Chitty hath been employed by any
Person or Persons on his behalf in any Trade
or Employ other than that mentioned in the
Bill of Complaint if yea Declare fully and
particularly the Nature of such Trade or
Employ and for what Time or Times and
for what Voyage or Voyages

5th Do you or do you not know or believe that
the said Ship Vessel or Brigantine called the
Sapra Chitty hath been employed by any
Person or Persons on his behalf in any Trade
or Employ other than that mentioned in the
Bill of Complaint if yea Declare fully and
particularly the Nature of such Trade or
Employ and for what Time or Times and
for what Voyage or Voyages

6th Do you or do you not know or believe that
the Defendant hath employed the said Ship
Vessel or Brigantine called the Sapra Chitty
for the Purpose of Loading the said Ship Vessel
or Brigantine with Rice and other Goods
Wares and Merchandizes and for what Time
or Times and for what Voyage or Voyages

7th Do you or do you not know or believe that
the said Ship Vessel or Brigantine called the
Sapra Chitty hath been employed by any
Person or Persons on his behalf for the
Purpose of Loading the said Ship Vessel
or Brigantine with Rice and other Goods
Wares and Merchandizes and for what Time
or Times and for what Voyage or Voyages

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Do you or do you know whether any Discourse or Conversation
passed between the Defendant and the said Nakoory Commander
or either of their Agents or Commanders and the said Papa Chitty
Relative to their having sent the said Vessells to Trincomalee &
had the said Paddy Papa set forth the same fully and
particularly Do you or do you not know whether the said
Vessells did or did not arrive at Trincomalee soon or how long
after the Delivery of the said Letter to the said Papa Chitty
Did or did not the said Papa Chitty at any time or times and how
long after the Delivery of the said Letter either on Account of the said
Vessell not Arriving at Trincomalee or on Account of any
approaching Troubles at that Place or on any other Account or for
any other Reason whatever propose to the Defendant and the said
Nakoory Commander or either of their Agents or Commanders of
their said Vessells to Freight other Vessells to bring away the said
Paddy or if they or either of their said Vessells would have Carried Papa
Paddy or any of them or Did they not object thereto or let the said
Papa Chitty would Keep any and what Quantity of the said
Paddy or Ricey ht for their said Vessells or for any other Reason
and how or how did the said Papa Chitty make the said Proposition
to them and what Reason did he particularly give them for making
the said Proposals as you know have been informed or do Verily
believe were or were not the said Vessells or either and which of
them or whose Vessell arrived at Trincomalee on or about the
Twenty fifth Day of July last Year or had the said Vessells or
either of them or had they not been detained there at any time
from the Receipt of the said Letter by the said Papa Chitty until
the said Twenty fifth Day of August last Year Was there or
was there not any Alarm Trouble or Disturbance at Trincomalee
on the Night of the said Twenty fifth Day of August last year
or about that Day or Night If Yea what was the Cause thereof

To Ditto 3 HOW long have you been in or about Madras? And whether Publickly or Privately? Do you or do you not know or believe that Rangapulley Naindoo the Original Defendt in this Cause and Cross Cause knew of his coming to Madras During all the time, or during any and what part of the time that you have so been in Madras? Have you or he had any Talk or Conversation with the said Original Defendt Cross Complainant or with any other Person or Persons whom on his Account or behalf at any time since your last Residence in Madras? If yea How long after your arrival did the said Conversation and where or in what manner did you the same? And whether by any Application from him or Persons and whom? The whole of these Matters &c. to the Best of your knowledge Remembrance and belief with the Reasons of your said belief fully and

Declare.

Ditto 4th Do you know of any other matter or thing relating to the Matters in question in this Cause and Cross Cause that may tend to the advantage of the Original Complainant and Cross Defendt in this Cause and Cross Cause? If yea, Declare what you know or believe to be therein contained fully and at large as you shall be interrogated.

Sworn

Dan[illegible]

Attorney for the

Defendt Cross Deft

that He did buy and Collect the same accordingly — And that the
Defendant does know that the said Papa Chitty did about the middle
of the month of July last year Receive two Cadjans Writings from
said Person on Account of the Original Complainant (And which
Person this Defendant believes to have been the said Original Com-
plainants Dubash as the Cadjans Writings were in Malabar)
relative to the freighting of the said Original Defendants Vessell
or the Ann Solomy Vencadachum Vessells for the Purpose of Loading the
said Paddy For and on Account of the said Original Complainant and
that the said Cadjans Writings were delivered to the said Papa Chitty
The One by Solomy Vencadachum and the other by Ann Tityaperah
a Syrang that had come in the Commander of the aforesaid Original
Defendants Vessell — And in Fourmellmarshill — That the said Original
Defendants and the said Solomy Vencadachum Vessells were not either
of them arrived at Fourmellmarshill at the Time the said Cadjans
were delivered to the said Papa Chitty — But that at this
Time this Defendant believes the said Vessells were
Defendant had been informed and does believe the said Vessells were
at that Time laying off to the Northward of a Place called Tondawerdan
and at the Distance of about Seven or Eight miles from Fourmellmarshill
hill — That at the Time of the Delivery of the said Cadjan Writings
same Discourse did pass between the aforesaid Syrang of the
Original Defendants Vessell and the said Solomy Vencadachum and
Papa Chitty relative to their bringing the said Vessells to Fourmell-
marshill to load the said Paddy — That the aforesaid Syrang belonging
to the Original Defendants Vessell and the said Solomy Vencadachum
did tell Papa Chitty that they had a fair Wind and were obliged
to lay their Vessells at some Distance but that they would bring
them to Fourmellmarshill as soon as possible — And asked Papa
Chitty for some Money to bear their Expences — That Papa Chitty
in Answer promised to give them some Money accordingly — And
desired them to make Haste to and bring their said Vessells into the
Road of Fourmellmarshill, that He might load the said Paddy on
board their said Vessells — That on three Days after the said first

Conversation,

night of the said Twenty Eighth Day of August last year — That the Cause thereof was an Alarm from the Hamletdar of Trimulwashe Cause thereof was an Alarm from the Hamletdar of Trimulwashe that some People belonging to the King of Tanjore were coming to Seize all the Merchants and others belonging to Madras that were dwelling in Gingee at that Place that the said Pauyah Chitty on Account of the said Alarm and Disturbance did leave Trimul washe, and go to a Place called Poodupalmaw for Shelter Protection and Safety about Seven or Eight Miles from Trimul washe whether came the next morning the Original Defendants Sy ring and the aforesaid Tolany Venkadachen, and told the said Papa Chitty that their Vessells were arrived the Night before in the Road of Trimulwash being the Night of the said Twenty Eighth Day of August last year — That this Defendant does know that the said Papa Chitty did in about Eight Days afterwards and when the said Disturbance had in some measure abated, returned to Trimulwash — That in two Days after Papa Chitty's said return the Original Defendants Syring and the aforesaid Tolany Venkadachen came there — And told Papa Chitty that they had waited Eighteen Days in Expectation of having their said Vessells loaded — But as they could not Load their Vessells for some time yet, on Account of the Disturbance said Merchants from the King of Tanjore, they must return back to Madras — That Papa Chitty replied that He could not load their said Vessells without the Permission of the King of Tanjore Upon which said Dispute arose and the said Original Defendants Syring and the aforesaid Tolany Venkadachen made a Complaint to the Hamuldar at Trimulwash against Papa Chitty — Who bid them to bring him the said Papa Chitty and he sent One of his Peons with them for that purpose — That this Defendant the accompanied Papa Chitty when they carried him before the said Hamuldar — That the said Original Defendants Syring and the aforesaid Tolany Venkadachen Complained that they could not

Vessells to Trimellwashill for the Purpose of taking over Lading
the said Paddy That this Deponent knows that the said Paddy was
carried away forcibly by some People belonging to the King of Tanjore
from Trimellwashill to Srangueber where there was Sold or Accord
of the said King of Tanjore — And that the said Pangapa Chetty did
take all the Care that was in Power to preserve the said Paddy
both before and after the said Trouble at Trimellwashill — And
that the said Paddy could not have been loaded on board the said
Vessells — And more saith not to this Interrogatory —
To the third Interrogatory this Deponent saith that He came
to Madras in the Month of December last year and stayed above
two Months after which He returned to Trimellwashill and
that He has now been in Madras Forty four Days or thereabouts
That He came last year and now publickly and has remained
so — That this Deponent does not know whether or not the
Original Defendant and Cross Complainant Rungapullar Nunda
Periew Defendant and Cross Cause know that this Deponent was on
this Cause and Cross Cause know that this Deponent was on
Madras in the Month of December last year but that a Person
who called himself a Servant of Dow Tolany Venendas Sirr, who was
confined at that Time in the Goal of Madrasputnam along with
the said Original Defendant and Cross Complainant in this Cause
the Day after that Deponents Arrival in Madras spoke to him and
asked How or how He came — And whom this Deponent imagines
must have told to his Master this Deponents Answer (which
was that He Arrived the Day before) and who would probably have
mentioned it to the said Original Defendant and Cross Complainant
that the same Person who so spoke to this Deponent in the month
of December last year, saw him again Ten Days after his return
to Madras this Time, but whether or not the said Tolany
Venendashen and by him the said Original Defendant and
Cross Complainant in this Cause would be acquainted of such

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Interrogatories to be Administered to such Witnesses as shall be produced Sworn & Examined in a Certain Cause Now depending in this Honble the Mayors Court of Madras patnam wherein Samuel Foulkes of Madras Merchant is the Complainant and Rangapulla Nundia a Prisoner in the Fort of Madrasspatnam is the Defendant and the said Rangapulla Nundia Complainant and Samuel Foulkes the Defendant on the Part and behalf of the Original Defendant and Oppt Complainant

To Cityapiah &c
Joga Tindall

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

To Dilla

2d Do you or do you not know or have you or have you not been concerned or known or have you not heard of an Engagement or Agreement made between the Original Complainant and the Oppt Complainant Rangapulla Nundia some time in or about the Eighteenth of June One Thousand seven hundred and Seventy One whereby the said Rangapulla Nundia did freight his Vessell called the Stag Sugar Vessell alias ship the said Original Complainant Samuel Foulkes If yea What do you know have been informed or have you heard concerning the said Agreement declare

To Dilla

3d Was the said Vessell belonging unto the said Original Defendant Rangapulla Nundia or was she not freighted by the said Original Complainant for the purpose and Intent of going to a Place called Tavernell was she there to take in and load a Cargo of Paddy Loaded and Shipped on board the said Original Complainants Ship or Vessell and was she not bound from thence to Madrasspatnam and did she not there discharge the said Cargo of Paddy or some part thereof and did not the said Original Complainant receive the Freight for the same or some part thereof declare

Hall Plumer
Examt

Rangapulla Mundiah Did take her departure therefrom? If you
did the said Vessells or Did they not continue in Company together
in and during their said Voyages to Trincomallee Bay?

To Tetyapeah 10th Did the said Vessell belonging unto the Original Defendant
Rangapulla Mundiah during her said Voyage to Trincomallee Bay
or Did she not stay and anchor in a River called Koolay River
If you did you or did you not go to Trincomallee Bay at the
time that her said Vessell lay at Anchor in Koolay River

To Togue 11th Did the said Vessell belonging unto the said Original
Defendant Rangapulla Mundiah during her said Voyage to
Trincomallee Bay or Did she not Stay and Anchor in a River
called Koolay If you Did the said Tetyapeah Syrang to Ranga-
pulla Mundiah go to Trincomallee Bay at the time that her
Vessell lay at Anchor in Koolay River

To Tetyapeah 12th After that you had weighed Anchor and had left the said
Koolay River Did you or Did you not meet with the Strong Southerly
Winds which Retarded your proceeding directly to Trincomallee Bay
and obliged you to lay the Vessell belonging unto the said
Original Defendant at some distance from the Road of
Trincomallee Bay and If you Did or did not go on shore
accompanied by the said Tolany Venkatachen whilst that
your Vessell so lay at a Distance from the Road of Trincomallee Bay
shall or order to send One Pauyah Chitty the Person to whom
the said Vessell belonging unto the Original Defendant was
consigned and who was to have Laden the said Vessell with
Paddy and further to deliver a Letter unto the said Pauyah Chitty
from the Original Complainant and further did you or Did you
not at the same time acquaint or inform the said Pauyah Chitty
that the said Original Defendants Vessell (on board Syrang you was)
Did lay at some distance from the Road of Trincomallee Bay and
Further Requested that the said Pauyah Chitty would procure

or

on Board them Laid any Paddy on the said Rangapulla Mundiar
Vessell on Account of an Embargo being Laid on the Shipping
and exporting of any Paddy or other Grain from any part of the
Dominions of the King of Tanjore and if the said Paupah
Chitty did or did not at the same time direct or Order you to
carry the said Vessell to a Place called Poradupatnam a Place
about One League distance from the Road of Porimelluvashell
or how otherwise declare —

16th Do you or do you not know or have you or have you not been
informed that the said Tytyapeyah the said Rangapulla Mundiar
Tyrang on his Arrival at Porimelluvashell with the said Original
Defendants Vessell did go on shore Accompanied by the said
Tolany Vencadachem in order to find the said Paupah Chitty,
and that when they did Arrive on Shore that they found that
the said Paupah Chitty was gone to a Place called Pondavagoonta
if You Did the said Tytyapeyah or did he not go to the said
Place called Pondavagoonta after the said Paupah Chitty
accompanied as aforesaid by the said Tolany Vencadachem
and if he did or did not find the said Paupah Chitty there and
if the said Tytyapeyah Did or did not acquaint the said Paupah
Chitty that he was arrived with the said Original Defendants
Vessell in the Road of Porimelluvashell and that he was ready
to take in the Paddy According to Agreement with the Original
Complainant Proud back, and whether the said Paupah he Ty-
ded or did not thereupon inform the said Tytyapeyah that it was not
of his Power to Lade any Paddy on the said Original Defendants Vessell
on Account of an Embargo being Laid upon the Shipping and exporting
of any Paddy or other Grain from any part of the King of Tanjores
Dominions and if the said Paupah Chitty Did or Did not at the
same time direct or order the said Tytyapeyah to carry his
Vessell to a Place called Poradupatnam a Place about One League
distance

distance from the Port of Tranquebar when the
the same or your Boat was Last Seen or heard of
together with the Names of such your Ship-
To Satyapreak 6th Did the said Satyapreak Chitty or Did he not Lend you
during the time you stayed at Tranquebar
said Brigantine Ship or Vessell or any time from
your first Arrival with the said Vessell at
until that you did leave Tranquebar with
Vessell in order to Return to Madras that the
Chitty did offer to take any Lading on Board the
To Sage Brigantine Vessell
Do 7th Did you order your said Boat or Boats
did not at any time during the time that the
Satyapreak did Remain at Tranquebar with
Brigantine Vessell or any time from
that the said Satyapreak did leave Tranquebar
said Vessell that the said Satyapreak
Chitty or to Did the said Vessell
To Satyapreak 8th When and at what time did you receive
from Tranquebar with the said Brigantine Vessell
To Chitty the said Vessell belonging with the Cargoe
Brigantine or Vessell to Return to
To Sage 9th When and at what time did you receive
the said Rangapulla Mundrai Vessell belonging
Cargoe from Tranquebar
To Chitty 10th When and at what time did the said Vessell belonging
the said Rangapulla Mundrai leave the said Road of
To Satyapreak 11th When

Tranquebar shall the same day as the Vessells belonging unto the said
Rangapulla Mundrai Did Arrive there and did she order she not
also Leave the Road of Tranquebar shall in order to Return to Madras
the same day as Rangapulla Mundrai Vessell did Leave the
said Road for the said purpose
To Chitty 12th During all the time that you was at Tranquebar from
your first Arrival there until you left the said place on your
respective Vessells, was there or was there not any Paddy Ladens
on Board of any Vessells that were Laying on the Road of Tranquebar
shall or at Poodupatnam declare the same as you Know, have
seen or Informed and do believe
To Satyapreak and Sage 13th Did there or where there not Lading and drawn Vessells Laying
on the Road of Poodupatnam whilst the said Vessell belonging
unto the said Rangapulla Mundrai Did lay there and Did or Did
not the said Rangapulla Mundrai Did lay there and Did or Did
not Several of the said Vessells Return to Madras Unladen for
want of a Cargo of Grain and on Account of the Embargo which was
Laid on the exportation of Grain by the King of Tanjore
To Chitty Did on the exportation of Grain by the King of Tanjore
To Satyapreak 14th Did the said Satyapreak Chitty or Did he not Lend you and
Satany Veerasathien Interpreter, Peons Horse and Chuttumbrums
dressed to Poodupatnam there to order to get Freight for the said Rangapulla
Mundrai Vessell and also for the said Satany Veerasathien's
Vessell and if the said Satyapreak Chitty Did or Did not also send his
Conveyply along with you to the said Place and if he did or Did
not send you to the above place because he could not Load the said
Vessells himself with Paddy at Tranquebar shall
To Chitty 15th Did the said Satyapreak Chitty or Did he not send the said Satyapreak
Interpreter Peons Horse and Chuttumbrums directing them to
Poodupatnam there to see if they had any Freight for the said Original
Vessells there or at any of the two Places and if he did or did not
Conveyply along with them and if the said Satany
send his Conveyply along with them and if the said Satany
Veerasathien did or did not Along go to the said Places with the said
Vessells and do you Know the same as you Know and do truly believe

5th

the said Orfs Complainants Appellant and do you or do not know whether the said Pangata Chitty did ever at any time offer to Lend the said Paddy on Board the said Appellt and whether he did or did not Continually put off the said Sityapiah alledging that it was out of his Power to Lend any Paddy on Board the said Appellts account of any Embargo being Laid on the exporting or Shipping of any Paddy or Grain by the King of Tanjore out of his Dominions

To Sityapiah by Jogee — 32. Did you know of any other Matter or thing or have you heard, or Can you set forth any thing Touching the Matters in Question in this Cause, that may Tend to the Benefit or Advantage of the Defendant, If You Declare the same as you know have been informed or do believe together with the Reasons of such your belief as fully as if you had been thereunto Particularly Interrogated

Hy Du Pury

Atty for the Orfs Complainant

Mayors Court at Madraspatnam

Between Samuel Smithback of Madras Merchant Original Complainant and Orfs Defendant and Rangapulla Mudeli a Prisoner in the Gaol of Madraspatnam Original Defendant and Orfs Complainant on the Part of the Original Defendant & Orfs Complainant

Depositions of Witnesses taken in this Cause Sworn before and Examined in the Court as follows Viz

Sityapiah of Pondicherry being duly Sworn & Affirmed at Madras

Original Complainant was to pay the Charges of Anchorage in the
Said Port of Tranquebar — And further that the said Vessell was
to be Dispatched by the said Samuel Swanbeck Agent in Eight
Days after Her Arrival in the Road of Tranquebar and that
if she should not be so Dispatched in Eight days — the said
Original Complainant was to be at the Expence of Wages and
Batta to the Syrangs Lascalls and Lascars and Allowance of
Water and Provision — for as many Days as the said Vessell
should be detained exceeding the Eight days Stipulated in the said
Agreement — And more saith not to this Interrogatory —
To the third Interrogatory this Deponent saith that the said
Vessell belonging unto the said Original Defendant Rangapulla
Mundia was freighted by the said Original Complainant for
the Purpose and Intent of going to a Place called Tranquebar
there to take in and load a Cargo of Paddy on Account of the said
Original Complainant — And more saith not to this Interrogatory
To the Fourth Interrogatory this Deponent saith that the said
Original Complainant Swanbeck at the same Time that He
freighted upon freight the before mentioned Vessell belonging to the
said Original Defendant Rangapulla Mundia as aforesaid, did
also freight a Vessell from and belonging to one Solany Comarden
called the Three Friends Rushiwell for the same Purpose, to the
said Voyage as the Vessell belonging to the Original Defendant
Rangapulla Mundia — That the said Rangapulla Mundia the
Original Defendant did not go Himself on Board His said Vessell
on the said Voyage but that the said Solany Comarden did go
on Board the said Vessell on the said Voyage — And more saith
not to this Interrogatory —
To the fifth Interrogatory this Deponent saith that He did go on
Board the said Vessell called the Three Sisters Narrichellon belonging
to the said Rangapulla Mundia in the Station and Capacity of

Chief

Complainant did that this Deponent did at the same time acquaint the said Paupah Chitty that the said Original Defendants Vessell whose Lyeing there was, did lay at some Distance from the Road of Trincomalee shall, and further requested that the said Paupah Chitty would furnish Him with Proper Cattamarans &c to enable Him to bring the said Vessell into the Road And more saith not to this Interrogatory —

To the fourteenth Interrogatory this Deponent saith that after having procured Proper Cattamarans and other Proper assistance to bring the said Vessell into the Road of Trincomalee he did not from Paupah Chitty (who only furnished this Deponent with One Roger) but from the People belonging to some other Vessells — This Deponent did return to His said Vessell in order to bring the said Vessell into the Road of Trincomalee shall — That this Deponent cannot tell or what Day or in what Month nor whether or not it was on or about the Twenty fifth or Twenty Sixth Day of August that He anchored His said Vessell in the Road of Trincomalee shall — That this Deponent Lodge on board again accompanied by the said Solany Vanna Pooliar in order to acquaint the said Paupah Chitty that they were arrived with their said Vessells, and that they were ready to take in the Pilot according to the Agreement — And more saith not to this Interrogatory —

To the fifteenth Interrogatory this Deponent saith that when He went on Shore as aforesaid after the Arrival of the said Vessell in the Road of Trincomalee shall He did not find the said Paupah Chitty at Trincomalee shall, but that the said Paupah Chitty was gone to a Place called Pondicongrotte and that He did go to the said Pondicongrotte to the said Paupah Chitty accompanied by Solany Vanna aforesaid, and that they did there and there acquaint the said Paupah Chitty that the Vessells were arrived in the Road of Trincomalee shall, and desired to take in the Pilot according to the Agreement with the Original Complainant And that back to the

Complainant and that this Deponent did at the same time enquire of the said Complt Chitty that the said Original Defendants Vessell, the said Complt Chitty that the said Original Defendants Vessell, where Lying then, did lay at some Distance from the Road of Trincomalee Shoals, and further enquired that the said Complt Chitty would furnish him with Ropes Cattamarans &c to enable them to bring the said Vessell into the Road — And more saith not to this Interrogatory —

To the fourteenth Interrogatory this Deponent saith that after having Procured Ropes Cattamarans and other Proper assistance to bring the said Vessell into the Road of Trincomalee shoals last past Complt Chitty (who only furnished this Deponent with One Rope) Left from the People belonging to some other Vessells — That Deponent did return to His said Vessell in order to bring the said Vessell into the Road of Trincomalee shoals — That this Deponent cannot tell or ascertain any Day or time what Month nor whether or not it was or no about the Twenty fifth or Twenty Sixth Day of August that He anchored the said Vessell in the Road of Trincomalee shoals — That this Deponent did go on board again accompanied by the said Interpreter in order to acquaint the said Complt Chitty that they were arrived with their said Vessells, and that they were ready to take in the Paddy according to the Agreement — And more saith not to this Interrogatory —

To the fifteenth Interrogatory this Deponent saith that when He went on Shore as aforesaid after the Arrival of the said Vessell in the Road of Trincomalee shoals, He did not find the said Complt Chitty at Trincomalee shoals, but that the said Complt Chitty was gone to a Place called Trincomalee and that He did get the said Interpreter to go to the said Complt Chitty accompanied by Interpreter as aforesaid, and that they did there and there acquaint the said Complt Chitty that the Vessells were arrived in the Road of Trincomalee shoals, and were ready to take in the Paddy according to the Agreement with the Original Complainant Sent back by

Town Mussaulchilla to goto Pondicherry and Porto Novo and Porto Novo in order to return to Madras the same Day as Rangapully Mundeah Vessell Did leave the said Places for the said Purposes — And more saith not to this Interrogatory —

To the Twenty Fourth Interrogatory this Deponent saith that During all the Time that He was at Town Mussaulchilla Known this first Arrival there untill He left the said Place on this Vessell there was not any Paddy Laden on Board of any Vessells that were laying in the Road of Town Mussaulchilla or at Pondicherry — And more saith not to this Interrogatory —

To the Twenty Fifth Interrogatory this Deponent saith that there were Sundry and Divers Vessells laying in the Road of Pondicherry Whilst the said Vessell belonging unto the said Rangapulla Mundeah did lay there, and that Several of the said Vessells did return to Madras unladen for want of a Cargoe of Grain and on Account of the Embargo which was laid on the Exportation of Grain by the King of Tanjore — And more saith not to this Interrogatory —

To the Twenty Sixth Interrogatory this Deponent saith that the said Pongiah Chitty did send Him and Sundry Persons down to said Porto Novo and Chedambrum Directed to Persons there, and order to get Bought for the said Rangapulla Mundeah Vessell and that Vessell and also for the said Sundry Mussulmans Vessells and that the said Pongiah Chitty did also send His Comaply along with them to the said Place, and that He did send them to the said Place because He could not Land the said Vessell Himself with Paddy at Town Mussaulchilla — And more saith not to this Interrogatory —

To the Twenty Eighth Interrogatory this Deponent saith that During His Stay at Town Mussaulchilla and at Pondicherry with the said Original Defendants Vessell the said Pongiah Chitty did not once offer to load the Paddy on any other Vessells and he does not believe that if the said Pongiah Chitty had Vessells in the

1.38.

Mayor's Court
Madraspatnam

Between Samuel Southback of Madras Merchant Original Complainant and Cross Defendant and Rangapulla Mundeia a Prisoner in the Goal of Madraspatnam Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

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

Jogue Sindall of Pondey Aged 28 Years or thereabouts being Produced as a Witness in this Cause and Cross Cause on the Part of the Original Defendant and Cross Complainant was on the 7th Day of April 1772 shown in Person at the Office of Mr. John Sykes and Mr Daniel Shaw sole are Attorneys for the Original Complainant and Cross Defendant by Cundapah my Servant who also left there a Note of the Name Settle and Place of abode of the said Deponent and afterwards on the Day following being sworn and Examined Deposeth as followeth.—

To the first Interrogatory this Deponent saith that He doth not know Samuel Southback the Original Complainant and Cross Defendant in this Cause and Cross Cause but that he doth know the Original Defendant and Cross Complainant Rangapulla Mundeia in this Cause and Cross Cause and that he hath to Knowledge Him Seven by Years or thereabouts— And more saith not to this Interrogatory.—

To the second Interrogatory this Deponent saith that He doth know of and Agreement being made between the Original Complainant Samuel Southback and the Cross Complainant Rangapulla Mundeia some Time in or about the Months of June to the best of this Deponents Remembrance and which was in the Year of Our Lord One Thousand

belonging to New Solany Venneadashen, called the New Munty
Kishenvelle for the same Purpose Sett out said Voyage, as the Vessell
belonging unto the Original Defendant Rangapulla Mundia that
the said Rangapulla Mundia, the Original Defendant did not go
himself on Board his said Vessell, on the said Voyage — but that
the aforesaid Solany Venneadashen, did himself go on Board his
said Vessell, on the said Voyage — And more saith not to this —
Interrogatory —

To the Sixty Interrogatory this Deponent saith that She did go on
Board the said Vessell, called the New Kishenvelle, belonging unto
the before mentioned Solany Venneadashen, in the Station and —
Capacity of a Tindall, in and during the said Voyage to Tormelle,
was told — And more saith not to this Interrogatory —

To the Seventh Interrogatory this Deponent saith that the said
Original Defendant Rangapulla Mundia did not go on Board
his said Vessell on the before mentioned Voyage but that he did
Lave — And treat the Management of his said Vessell to One Tyty, and
his Chief Serang, and all the Matters and Concerns relating to the
said Voyage, were Commanded by Name Mulliah, and the said —
Tolyapeah, jointly — And more saith not to this Interrogatory —

To the Eighth Interrogatory this Deponent saith that the said
aforementioned Vessells called the New Munty Kishenvelle, at
the time of her Departure from Madras on the same Day that the
said Vessell belonging unto the Original Defendant Rangapulla
Mundia did take her departure therefrom, and that the said —
Vessells did continue in Company together outward during their
said Voyage to Tormellavashell — And more saith not to this —
Interrogatory —

To the Ninth Interrogatory this Deponent saith that the said
Vessell belonging unto the said Original Defendant Rangapulla
Mundia during her said Voyage to Tormellavashell did not —
[illegible] — And more saith not to

15th

provided by the said Tolany Would do them, and that He did find the said Paupah Chitty there and that the said Tetyapeah Did acquaint the said Paupah Chitty that He was arrived with the said Brigan Defendants Vessell in the Road of Trincomallee shell, and that He was ready to take on the Paddy according to agreement with the Original Complainant Tondaback, and that the said Paupah Chitty Did there upon inform the said Tetyapeah that about out of his Power to load any Paddy on the said Original Defendants Vessell on Account of an Embargo being Laid on the Shipping Did Exporting any Paddy or other Grain from any Part of the King of Jangoes Dominions — And that the said Paupah Chitty Did at the same Time Direct the said Tetyapeah to carry his Vessell to a Place called Poddupeatteand a Place about One League Distance from the Road of Trincomallee — And more saith not to this Interrogatory —

18th To the Eighteenth Interrogatory this Deponent saith that He does not Know whether the said Paupah Chitty at any Time soon and after the said Tetyapeahs first arrival with the said Vessell at Trincomallee shell and while that the said Tetyapeah Did leave Trincomallee shell with the said Vessell, Did or did not offer to load any Paddy on Board the said Vessell — And more saith not to this Interrogatory —

21st To the Twenty first Interrogatory this Deponent saith that according to the best of his Knowledge and Belief the said Tetyapeah Did arrive with the said Rangapulla Mundiar Vessell and anchor in the Road of Trincomallee shell in a little more than a Month from the Time of her Departure from or about but that this Deponent cannot tell on what Day or in which month, and that it was in the Year of Our Lord One thousand Seven Hundred and Sixty One aforesaid — And more saith not to this Interrogatory —

To the Twenty second Interrogatory this Deponent saith that the

25th

27th

29th

61

[illegible] Trincomallee Shell for that Purpose that he could have Laden the said Paddy on Board of them And more saith not to this Interrogatory

To the Thirty first Interrogatory this Deponent saith that the said Pauyah Chitty did not at any Time During the said Tetyapeah the said Cross Complainants Lying his Stay at Trincomallee Shell or at Pondepatuan shew unto the said Tetyapeah the Place where the said Paddy did lay or which was to be laden on Board the said Cross Complainants Vessell, that the said Pauyah Chitty did some Times Say that He would load some Paddy on Board the said Vessell as this Deponent was informed by the said Tetyapeah, but that He Continually put off the said Tetyapeah alledging that it was not of his Power to load any Paddy on Board the said Vessell on Account of an Imbargo being Laid by the King of Candy on the Exporting and Shipping of any Paddy or Grain out of his Dominions And more saith not to this Interrogatory

To the Thirty second Interrogatory this Deponent saith that the Day After the aforesaid Vessells arrived at Trincomallee Shell Some Peons belonging to the Amuldar of the Place sent the aforesaid Tetyapeah, telling him that He must remove his Vessell from that Place, which being Represented by the said Tetyapeah to Pauyah Chitty, He directed Him to carry his said Vessell to Pondepatuan as aforesaid And more saith not to this Interrogatory

Daull Plumer
Interpr.

The Mark of
I
Jogue, Tondall

Additional Interrogatories

To Govends
Chellapren
To Govends P. Pillay
To Ditto
To Ditto

to Matras If you do you or do you not also know or have you in know you not heard that the said Original Defendants Vessell was loaded and consigned unto One Pauyah Chitty at Trincomallee shall or how otherwise

To Ditto — 5th When the said Original Defendants Lycaring named Tyltyapyah did arrive with the said Original Defendants Vessell do you or do you not know whether the said Tyltyapyah did or did not apply unto the said Pauyah Chitty to load his said Vessell with Paddy and that he was continually at Pauyah Chittys house Soliciting him for that purpose and if the said Tyltyapyah did or did not also go after the said Pauyah Chitty to a Place called Tondawgoondaw and if the said Tyltyapyah did or did not there dispute and quarrel with the said Pauyah Chitty on account of his neglecting to load the said Paddy or how otherwise declare the same to best of your knowledge and belief

To Chellapren 6th Was you or was you not at Trincomallee shall some time or any time during the Months of July and August last past if you what was your business there and if you did or did not go to Trincomallee shall in order to lade Paddy on Vessells for and on account of one Kathamoodeliar and others or how otherwise

To Ditto — 7th During the time that you was at Trincomallee aforesaid did arrive and the said Original Defendants Vessell arrive and another there If so in what time did she arrive at Trincomallee and if the Original Defendants Lycaring named Tyltyapyah did or did not upon his arrival at Trincomallee aforesaid come to Pauyah Chitty at a Place called Tondawgoondaw and if he did or did not there dispute and Solicit the said Pauyah Chitty to lade his Vessell with Paddy and if the said Tyltyapyah did or did not dispute and quarrell with the said Pauyah Chitty on account of his neglecting to lade the Paddy on board of his Vessell

To Govends

To Ditto

To Ditto

To Ditto

To Ditto

To Ditto

To Ditto

belonging to different English Merchants seized and taken by the Inhabitants of Tanjore and of those more or less net Quantitys of Paddy and Grain belonging and the Property of the English Company have also taken and Seized by the said Inhabitants of Tanjore?

To Phillapen Bro. on Account of the said Embargo being laid upon the shipping and exporting of Grain from the Dominions of the Rajah of Tanjore and on Account of Disturbances of the Inhabitants of Tanjore in Seizing and taking of the Paddy belonging unto the English Merchants and the Nabob of Carnatike People were you or was you not Obliged to leave the Tanjore Country without having your full lading on Cargoe on Board and if you did or did not also leave a quantity of Paddy behind you which was seized and taken by the Tanjoreens If you what quantity of Paddy did you leave behind which was taken by the Tanjoreens and if you do or do not know or whether the said Paddy has ever been restored to or recovered by the Owners who sent you to Ship the said Paddy

To all the Witnesses. 15th 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 Original Defendant. If You Do declare the same as you know have been informed or do believe, together with the Reasons of such your belief as fully as if you had been thereunto Particularly Interrogated

J. M. Du Puy

Affd. for this Orig.l Depn

1750.

Mayors Court
Madraspatnam

Between

Deposition

Deponent

Questions

Court

1st

2d

3d

4th

5th

1751.

Shipped Do sent to Madras — And more saith not to this Interrogatory —

To the third Interrogatory this Deponent saith that During the aforesaid Time that he did remain at Trimellwashill the Original Defendants Vessell Did arrive and anchor there — That she Did anchor in the Road of Trimellwashill Some Time towards the latter End of August last past — And more saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith that He has heard from One Tilyapeah the Sysang of the said Vessell that the Original Defendant had sent upon freight His Vessell unto One Mr. Trentback of this Place in order to go to Trimellwashill to take in a Cargoe of Paddy there on account of the said Trentback with whom the said Original Defendants Vessell was to return to Madras — And that he does know that the said Original Defendants Vessell was consigned unto One Pangah Chitty at Trimellwashill — And more saith not to this Interrogatory —

To the fifth Interrogatory this Deponent saith that he doth not know whether or not the said Original Defendants Sysang Named Tilyapeah when he arrived with the said Original Defendants Vessell Did Apply unto the said Pangah Chitty to load his said Vessell with Paddy but that he saw him once or twice at Pangah Chitty's House but whether Solliciting Him for that Purpose or not this Deponent does not Know, that He knows that the said Tilyapeah Did go after the said Pangah Chitty to a Place called Tondangoodah and that this Deponent joined by at that Place when the said Tilyapeah was disputing and quarrelling with the said Pangah Chitty but he heard the said Tilyapeah ask the said Pangah Chitty why he made Such

152.

9th

To the Eighth Interrogatory this Deponent saith that to the best of his Remembrance he did leave Fort St George in Order to Return to Madras about the Tenth of September last past that from the Time of this Deponents hearing of the Commencement of the Said Embargo being laid on the Shipping and Exporting of Grain from the Dominions of the King of Tanjore, and until this Deponents departure from the Tanjore Country, He does not believe that there was any Paddy or Grain Shipped or Exported from any Parts of the Dominions of the Rajah of Tanjore — And more saith not to this Interrogatory —

10th

To the Ninth Interrogatory this Deponent saith that upon the Said Report of Orders for an Embargo to be laid on the Shipping and Exporting of Grain from and out of the Rajah of Tanjores Dominions being issued — And after the said Embargo was Laid on the Shipping and Exporting of Grain from and out of the said Rajah of Tanjore's Dominions to the Time this Deponent left Trivellore which time were not several many Boats or Godowns of Paddy belonging to Different English merchants seized and taken by the Inhabitants of Tanjore — but that after his Arrival in madras this Deponent heard from Papa Mondelian a Dubash belonging to Henry Barclay Esq. that several Boats and Godowns of Grain belonging to Different English merchants had been seized and taken by the said Inhabitants of Tanjore, but that the said Papa Mondelian informed this Deponent that there were not any Quantities of Paddy and Grain belonging to and the Property of the English Company how taken and seized by the said Inhabitants of Tanjore — And more saith not to this or the last Interrogatory —

11th

To the Tenth Interrogatory this Deponent saith that he has been informed that upon the Said Embargo being laid on the Shipping and Exporting of Grain from and out of the Dominions of the Rajah of Tanjore it was Ordered that all Boats and Vessels which should be found Loading with Grain for Exportation to the Rajah of Kangeet's Dominions should be Seized and Confiscated — And more saith not to this Interrogatory —

12th

To the Eleventh Interrogatory this Deponent saith that he has been informed that upon the Said Embargo being laid on the Shipping and Exporting of Grain from and out of the Dominions of the Rajah of Tanjore it was Ordered that all Boats and Vessels which should be found Loading with Grain for Exportation to the Rajah of Kangeet's Dominions should be Seized and Confiscated — And more saith not to this Interrogatory —

13th

To the Twelfth Interrogatory this Deponent saith that he has been informed that upon the Said Embargo being laid on the Shipping and Exporting of Grain from and out of the Dominions of the Rajah of Tanjore it was Ordered that all Boats and Vessels which should be found Loading with Grain for Exportation to the Rajah of Kangeet's Dominions should be Seized and Confiscated — And more saith not to this Interrogatory —

14th

To the Thirteenth Interrogatory this Deponent saith that upon the Said Report of Orders for an Embargo to be laid on the Shipping and Exporting of Grain from and out of the Rajah of Tanjore's Dominions being issued — And after the said Embargo was Laid on the Shipping and Exporting of Grain from and out of the said Rajah of Tanjore's Dominions to the Time this Deponent left Trivellore which time were not several many Boats or Godowns of Paddy belonging to Different English merchants seized and taken by the Inhabitants of Tanjore — but that after his Arrival in madras this Deponent heard from Papa Mondelian a Dubash belonging to Henry Barclay Esq. that several Boats and Godowns of Grain belonging to Different English merchants had been seized and taken by the said Inhabitants of Tanjore, but that the said Papa Mondelian informed this Deponent that there were not any Quantities of Paddy and Grain belonging to and the Property of the English Company how taken and seized by the said Inhabitants of Tanjore — And more saith not to this or the last Interrogatory —

Hall Plumer
Exam.t

James Gaul Jun.r

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Mayors Court at Madraspatnam

Between

Depositions of Witnesses taken on the Part of the Defendants on the Coast as follows viz.

Chillapen

6th

7th

8th

9th

7th To the Seventh Interrogatory this Deponent saith that during the Time he was at Trimellewashill aforesaid the said Original Defendants Vessell did not arrive and another there — but that in the night of the aforesaid Twenty fifth Day of the month of August last past as this Deponent was in the way from the said Trimellwashill to a Place called Pondavagoanta he did see by the light of the moon Two Vessells under Sail coming towards the Road of Trimellwashill — Which She and some People who were in Company with this Deponent at the Time imagined to belong to the said Original Defendant and one Polany Vencadachen as the said Vessells had been some Time waiting at a little Distance from the said Road in order to Come into it with the first fair Wind — That the next Day morning this Deponent being at Pondavagoanta could plainly see and distinguish that the said Two Vessells were come to an Anchor in the said Road of Trimellwashill — That five or Six Persons belonging to the said Vessells / Amongst whom this Deponent believes were the Commanders of the said Vessells / came that Day to Pongala Chitty at Pondavagoanta aforesaid and there Treated and solicited the said Pongala Chitty to load their said Vessells, which they told Him were then arrived and anchored in the said Road of Trimellwashill with Paddy — And that they did Dispute and Quarrell with the said Pongala Chitty about loading the said Paddy — And more saith not to this Interrogatory

8th To the Eighth Interrogatory this Deponent saith that the said Pongala Chitty did go and retire unto the said Place called Pondavagoanta in Consequence of a Report spread by the Inhabitants of Trimellwashill — That an Order was issued and given out by the Rajah of Tanjore for all Merchants belonging to Madras to leave his Dominions — And more saith not to this Interrogatory.

9th To the Ninth Interrogatory this Deponent saith that Pondavagoanta is not within the Dominions of the Rajah of Tanjo

10th — Did or no saith not to this Interrogatory —

To the Tenth Interrogatory this Deponent saith that he remained at Tanjore till about the beginning of July last but did not know any Embargo on the Shipping or Exportation of any Sorts of Grain from any Ports of the Tanjore Dominions that the said Embargo did Commence to take Place on the English Merchants belonging to or about Negapatam on the latter End of the month of August 1781 that the said Embargo did not take Place or commence from or about the beginning of July last past and so this Deponent saith to this Interrogatory —

11th — To the Eleventh Interrogatory this Deponent saith that he did not know nor does he know of the Ryots and Inhabitants of Tanjore not being permitted to Ship and Export Grain from the Ports of the Tanjore Dominions during the Embargo aforesaid and so this Deponent saith to this Interrogatory —

12th — To the Twelfth Interrogatory this Deponent saith that he left Tanjore about the Month of July last past and so this Deponent saith to this Interrogatory — And further this Deponent saith that he this Deponent left the Tanjore Country before the Embargo aforesaid was laid on the Shipping and Exportation of Grain from the Dominions of the Rajah of Tanjore aforesaid — And so this Deponent saith to this Interrogatory —

13th — To the Thirteenth Interrogatory this Deponent saith that he does not know — But that he has heard reports that the Inhabitants of Tanjore had Paddy and other Grain concealed in their Houses and Grounds and that after the said Embargo was laid on the Shipping and Exportation of Grain from the Tanjore Dominions the Inhabitants of Tanjore did Export Grain from the Tanjore Dominions by Land Carriage and so this Deponent saith to this Interrogatory —

belonging to Different English Merchants seized and taken by the Inhabitants of Tanjore but that he does not know neither has he heard that there were Quantities of Paddy and Grain belonging to and the Property of the English Company have also been seized by the said Inhabitants of Tanjore — And more saith not to this Interrogatory —

15th — To the Fourteenth Interrogatory this Deponent saith that on account of the said Embargo being laid on the Shipping and Exporting of Grain from the Dominions of the Rajah of Tanjore, but not on account of Disturbances of the Inhabitants of Tanjore in Seizing and taking the Paddy belonging to the English Merchants and the Ryots of the Carnatick People, this Deponent was Obliged to leave the Tanjore Country without his Vessell having her full loading or Cargoe on Board — And that he did know a Quantity of Paddy in the Hands of One Gowsah Chitty who provided the Paddy that was to have been loaded on Board of the aforesaid Vessell — That the Quantity that was so left behind was about Two or Twelve Garce — And that this Deponent knows that the said was not taken or seized by the Inhabitants of Tanjore — And more saith not to this or the last Interrogatory —

Hall Plumer
Capt.

"Further Additional Interrogatories to be administered to such Witnesses as shall be Produced, Sworn & Examined on the behalf and Depending before Us in the Honble the Governor & Council at Madras pursuant to a Decree of the Court of Madras Merchant & the Inhabitants of Madras & Parts adjacent & Defendants in the Cause of Madras pursuant to the Decree of the said Court of Madras Merchant & the Inhabitants of Madras & Parts adjacent & Defendants in the Cause

To Dilthall Cawn. 1st Do you know the Parties Complained of in this Cause, or either of them. If you do say how long have you known them or either and which of them.

To Ditto 2d Were you or was you not at Tirumallavaram or any time during the Months of July and August last If you was what was your Business at Tirumallavaram and if you did or did not go to Tirumallavaram did you Receive any Letter from the Gentn of Fort St David desiring you to go to Tirumallavaram with a Chaise & Horses for the Gentn

To Ditto 3d During the aforesaid time that you did reside at Tirumallavaram did or did not the Original Defendt Ysoph Ysoph Pandara Sahib and Another there If you did what Discourse did you have with them

To Ditto 4th Do you or do you not know of any Letter sent by the Original Defendt Ysoph Ysoph Pandara Sahib to the Gentn of Fort St David desiring the Gentn to send a Chaise to go to Tirumallavaram and what was the Contents of those Letters

To Ditto 5th When the said Original Defendts Ysoph Ysoph Pandara Sahib and the said Original Defendts Vyloth did Arrive at Tirumallavaram with his said Vyloth do you or do you not know whether the said Ysoph named Ysoph Pandara Sahib or did not apply unto the said Paupah Chitty to take his said Vyloth with Paddy and that he was Continually at Paupah Chittys House soliciting him for that purpose and if the said Ysoph Pandara Sahib did or did not also go after the said Paupah Chitty to a place called Tondavanam where the said Paupah Chitty had Retired or did or did not there dispute and quarrell with the said Chitty on Account of the said Paupah Chitty neglecting to take the Paddy on Board of the Vyloth or how otherwise

To Ditto 6th Did or did not the said Paupah Chitty go and Retire unto the said place called Tondavanam in Consequence of the Orders issued and given out by the Rajah of Tanjore for all the Merchants belonging to the English and the Nabob of the Carnatick to leave their Commerces and on Account of all Differences at that time subsisting between the Rajah of Tanjore and the Nabob of the Carnatick

To Ditto 7th Is Tondavanam within the Dominions of the Rajah of Tanjore

To Ditto 8th During the time that you Remained at Tirumallavaram aforesaid did or did not the Rajah of Tanjore lay an Embargo on the Shipping or exporting of all or any Kinds of Grain from out of any Parts of his Dominions If you, what time did the Embargo commence to take place or was put in force in the Country or in the Dominions of the said Rajah of Tanjore aforesaid and if the said Embargo did or did not commence to take place or was put in force some time on or about the beginning of July last past

To Ditto 9th Do you or do you not know or do you believe that after the

16th When you returned to Matura did you order you not go to Mr Monckton who had freighted your Vessell as aforesaid and Acquainted him that you had been Obliged to Return to Matura without a Cargo of Paddy on Account of the hostilities which were commenced between the Rajah of Tanjore and the Nabob of the Carnatick or how otherwise.

17th Did or did not the said Mr Monckton Pay you one half of the Sum of Money for which you had freighted your Vessell unto him for the said Voyage from Matura to Tuticorin which

18th Do you know of any other Matter or thing or have you Said or Done Sett forth any thing Touching the Matter in this Cause that may tend to the Benifit or Advantage of the Defendant, If yea, Declare the same as you know have been informed or do believe, together with the Reasons of your belief as fully as if you had been thereunto Particularly by Interrogated.

By DuPuy

Attorney for the Original Defendant and Cross Complainant

Madras Court at Fort St George

Between Samuel Smithback of Matura Merchant Original Complainant and Cross Defendant and Rangapilla Naudoo a Prisoner for Debt at Fort St George Original Defendant and Cross Complainant

On the Part of the Original Defendant & Cross Complainant

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

William Cann of Chingleput Inhabitant but at Present

she Did so arrive and anchor there some Time towards the latter End of the Month of August last past And more saith not to this Interrogatory.—

4th To the Fourth Interrogatory this Deponent saith that he has heard of the Original Defendants having Freighted their Vessell unto One Mr. Scoutback the Original Complainant on this Cause to go to Trincullewashell to take in a Cargoe of Paddy there on Account of the said Scoutback with which the said Original Defendants Vessell was to return to Madras And that He has also heard that the said Original Defendants Vessell was directed and Consigned unto One Pauspah Chitty at Trincullewashell And more saith not to this Interrogatory.—

5th To the fifth Interrogatory this Deponent saith that when the said Original Defendants Syrang Named Tityapiah who conducted the said Original Defendants Vessell did arrive at Trincullewashell with his said Vessell, Pauspah Chitty, as this Deponent knows was not in Trincullewashell but that the said Tityapiah Did go after the said Pauspah Chitty to a Place called Tondavagonta where the said Pauspah Chitty had retired, and this Deponent has been informed that he did there Dispute and Quarrell with the said Pauspah Chitty on Account of the said Pauspah Chitty's not loading the Paddy on Board of His Vessell And more saith not to this Interrogatory.—

6th To the Sixth Interrogatory this Deponent saith that the said Pauspah Did go and retire with the said Place called Tondavagonta in Consequence of an Order issued and given out by the Rajah of Tanjore for all Merchants belonging to the English and the Nabob of the Carnatick to leave his Dominions and on Account of a War which at that Time broke out between the Rajah of Tanjore & the Nabob of the Carnatick and

6th — ... more saith not to this Interrogatory ...

7th — To the Seventh Interrogatory this Deponent saith that ... grants as not within the Dominions of the said ...

8th — ... And more saith not to this Interrogatory ...

To the Eighth Interrogatory this Deponent saith that the Ports that He knows of in the Dominions of the Rajah of Tanjore did not lay any Embargo ... going or Exporting of all or any Kinds of Grain from any Ports of His Dominions & that Deponent knows that the said Embargo Did commence to take ... first or force in the Dominions of the said Rajah on the latter End of the month of August last ... not in or about the Beginning of July ... not to this Interrogatory ...

9th — To the Ninth Interrogatory this Deponent saith that the said Embargo was laid on the Shipping ... of Grain by the Rajah of Tanjore out of which ... Deponent does know that there was not any ... at Fort St. George or Madras or any Other part of the ... of the said Rajah of Tanjore ... And more saith ... Interrogatory ...

10th — To the Tenth Interrogatory this Deponent saith ... the said Orders for an Embargo to be laid on ... and Exporting of Grain from and out of the ... Tanjore Dominions being Called and the ... Embargo was laid on the Shipping and Exportation ... from and out of the said Rajah of Tanjore ... This Deponent does not know whether ... not Sundry Ships Vessels Grabs and Boats ... belonging to different Europe ...

to and the Property of the English Company have taken and ... seized by the said Inhabitants of Tanjore — And more saith ... not to this Interrogatory ...

11th — To the Eleventh Interrogatory this Deponent saith that on Account of the said Embargo being Laid upon the Shipping and Exporting of Grain from the Dominions of the Rajah of Tanjore this Deponent was Obliged to leave the Tanjore Country without taking his Cargoe of Paddy on Board — And that he did leave a Quantity of Paddy behind Him — But whether or not it was seized and taken by the Tanjoreans this Deponent does not Know — And more saith not to this Interrogatory ...

12th — To the Twelfth Interrogatory this Deponent saith that His said Brother's Vessell left Madras in order to Proceed in her aforesaid Voyage to Tranquebar which about the middle of the month of June last past — And more saith not to this Interrogatory ...

13th — To the thirteenth Interrogatory this Deponent saith that His said Brother's Vessell did End her said Voyage at Pondicherry and in about two months after her said departure from Madras — But that she did never arrive at Tranquebar on Account of the aforementioned Embargo being Ordered to be Laid on the Shipping and Exporting of Grain out of His Dominions by the King of Tanjore — And more saith not to this Interrogatory ...

14th — To the fourteenth Interrogatory this Deponent saith that — His Brother's Vessell aforesaid did leave Pondicherry the same Day as the said Original Defendants Vessell did leave the said Place in order to sail to Madras — And more saith not to this Interrogatory ...

15th — To the fifteenth Interrogatory this Deponent saith that the said Vessell Did not return to Madras laden with a Cargo

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of Paddy on Account of the Exchange that was
pay or Exporting of any Kinds of Grain out of the
By the King of Kingoo as alledged in the
not to the 8th Interrogatory

16th To the Sixteenth Interrogatory the Deponent
Where he refers he remains the Defendant
who sought the Said Exchange Rupees
and the Argument Here that he did have
Remains without a Cargoe of Paddy on
Rockelore which was Consigned Either
of Kingoo and the Natives of the Country
with out to this Interrogatory

17th To the Seventeenth Interrogatory the Depo
Nº. Mundra did not pay the Deponent
any Part of the Loans of money for which the
said Exchange did forbid the Said Defendt
the Said Voyage from Madras to Tranquebar
were such and to this Interrogatory

18th To the Last Interrogatory the Deponent saith
Mundra Did pay the Deponent Exchange
on Account of the said Nº. Mundra having
sought the said Defendt did not Either at any
Time for which the said Defendt was sought
Deponent cannot tell That the aforesaid
was paid by the said Nº. Mundra before
of the said Defendt from Madras in the Said Ship
were such not to this Interrogatory

Wall Stevens
Comr.

The mark of

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Further Additional Interrogatories
to be Administered to Such Witnesses as
shall be Produced, Sworn and examined
on a Certain Cause now depending and
at Issue in the Hon'ble the Mayor's
Court at Madraspatnam wherein
Samuel Foxcroft of Madras
Merchant is the Complainant and Ranga-
pulla Mundra a Prisoner in the Goal
of Madraspatnam is the Defendant &
the said Rangapulla Mundra Com-
plainant and Samuel Foxcroft
Defendant on the Part and behalf of the
Original Defendant & Cross Complainant

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

To Ditto 2d Was you or was you not at Trincullywashell some time during
the months of July August and September last year If yea what
was your business at Trincullywashell and if you did or did not
go there for and on Account of Lading Measuring purchasing
or receiving Paddy on Board a Vessell to be Transported from
thence by Sea to the Port of Madras on Account of the Late Brahmin
Morse Esqr deceased or how otherwise to the best of your
knowledge and belief Declare.

To Ditto 3d During the time you was at Trincullywashell aforesaid do
you or do you not know or have or have you not heard or been
informed that the Original Defendant in this Cause did
arrive at Trincullywashell and that he was there recommended
and Consigned to one Tampah Chetty there Resident there in order

Board that the said Syrang Sytyaprah did frequently during his Stay at Trimellewashell importune the said Paupah Chitty to Paid his Vessell with Grain and if the said Sytyaprah Did or did not often Disputs with the said Paupah Chitty on Account of his not lading his said Vessell in Consequence and if the said Paupah Chitty finding he could not freight the said Original Defendants Vessell with Paddy did or did not find them accompanied by his Conveply Named Meneatachellum together with the aforesaid Solany Veneadapham with Recommendations to procure freight from certain persons at Portonovo Cheddumbergam and Parangatah and if you do or do not know that the said Sytyaprah did Return to Trimellewashell and if he Did or did not again Represent unto the said Paupah Chitty that the Time for his Staying at Trimellewashell he Lake on a Cargo of Paddy was near expired and if the said Paupah Chitty Did or did not inform the said Sytyaprah That it was out of his power to take any Paddy on Board his Vessell on the aforesaid Account Viz^t of the Embargo which the Rajah of Tanjore had laid on the Exportation of any kinds of Grain from any part of his Dominions

No Pillo... 5^th Do you or do you not know or have or at what time the said Embargo or Prohibition of Exporting of Grain from the Dominions of the said Rajah of Tanjore did commence to take Place and if it Did or did not commence or take place same time on or about the Latter end of the Month of July One Thousand Seven hundred and Twenty One or what other time and when If You do you know of any Paddy or Grain being exported or Shipped on board of any Vessell after the said Embargo had taken place and was put in force. And if you know or do not know that there were Several Vessells

Defendant Vessell was there and which had been bound
Amount of this said Vessell and hath to know Cargo of
Board which did and were obliged to Release to Defendant
Cargo on Board them

To Ditto 6th Do Voire do Vow and Know or have Reason to believe
informed that the said Jeremy Sedgwick did Confess
Jew at Samuel Smith shall Against the said Pergah Colley
Pergah Colley delivered the Original Defendant Vessell
Samuel Smith after the signature of the Bond Pergah
of the said Vessell with Pergah Colley to Know to Depone
know You and have informed that the said Samuel Smith
the said Pergah Colley to Sell the said Sedgwick the
Stock Jeremy Depart with his Vessell and asked Pergah
Why he detained the said Vessell as he will know
he Expected without the Permission of the Pergah
of the Libel and above the said Pergah Colley the
Original Defendant to Sell to the Original Complainant
the Cause and Reasons of his Vessell not being Ladey
Pergah to have Answered

To Ditto 7th Do Voire do Vow and Know or have Reason to believe
informed that the Neighbour of Number of the Vessell
Samuel Smith shall at the time the Original Defendant
there and which were taken upon Oath for
to the Original Defendant Vessell was taken upon Oath
Complainant and which were under the Direction
Madras without Cargo of Pergah that the said Pergah
with the Owners of the said Vessell a One half part of the
Original to Agreed to be given and of Loading of the Vessell
Pergah Neighbour did or did not Sell to the Original
of the Vessell as aforesaid

To Ditto 8th Do Voire do Vow and Know or have Reason to believe

Mayors Court at Madrasspatnam

Between Samuel Swathack of Fort Saint George Merchant Original Complainant and Cross Defendant and Rangapulla Mundra a Prisoner in the Gaol of Madrasspatnam Original Defendant and Cross Complainant On the Part of the Original Defendant and Cross Complainant

Depositions of Witnesses taken in this Cause by and before the Examiner on the Part as following

Tamanapah of Madras Attendant Aged 50 Years and upwards being Produced as a Witness on this Cause and Cross Cause on the Part of the Original Defendant and Cross Complainant was on the 12th Day of November 1772 Sworn in Person at the Office of Mr. John Sykes and of Mr. Daniel Shaw two Attorneys for the Original Complainant and Cross Defendant respectively by my Dubash and Interpreter who also first Sworn in Order of the Court Interpreter and Clerk of the said Deponent and afterwards on the Day following being Sworn and Examined Deposeth as following

To the first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Samuel Swathack in this Cause and Cross Cause and that he hath to Known him fifteen Years or thereabouts And that he doth also know the Original Defendant and Cross Complainant Rangapulla Mundra in this Cause and Cross Cause and that He hath to known him Sixteen Days or thereabouts And more

the said Original Defendants Vessell in the Road of Trincomalee whether He found the said Pungoda Chitty was not there And that He went after him to a Place Called Pedduputtanam whither He was gone and did there Enquire and know that he was Ready to take in the Cargo of Paddy According to Agreement with the Original Defendant and that this Deponent does know that the said Pungoda Chitty did at the same time Receive the said Pilyapeale telling him it was Out of Power to lade any Paddy on Board the Original Defendants Vessell on Account of an Embargo being laid on the Exportation of any kinds of Grain by the Rajah of Candy from any Part of his Dominions And more saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he has heard that Pilyapeale Servant of the Vessell belonging to Rangapulle Saundra Did frequently During his Stay at Trincomalee Solicit the said Pungoda Chitty to Laid the Original Defendants Vessell with Grain but that when the said Pilyapeale was at Pedduputtanam as aforesaid He did Dispute with the said Pungoda Chitty about his Staying He was not able to lade the Original Defendants Vessell and did Accompany the said Pungoda Chitty to the Place Called Pedduputtanam from whence the said Pungoda Chitty did send them Accompanied by two Coverply Boats'd Vessels to the Town together with One Salary Chowdar and with Necessary Orders to procure Freight from Certain Parts Above Pedduputtanam and Dancer Lake and that the said Pilyapeale did return to Trincomalee whilst the said Pungoda Chitty was by that time Arrived and did there represent to the said Pungoda Chitty that the time for his Staying at Trincomalee was Expired and He must return to Madras but that whether or not Pungoda Chitty did there Again Inform the aforesaid Pilyapeale that it was Out of his Power to lade any Paddy on Board the said Original Defendants Vessell on the aforesaid Account Viz. of the Embargo which the Rajah of Candy had laid on the Exportation of any kinds of Grain from any Part of his Dominions or not this Deponent does not Know And more

Prohibition of Exportation of Grain from the Dominions of the Company till [illegible] to take Place until [illegible]
Months of August then ensuing Sundays and Holy-
in the latter End of the Month of July And that Bonds
not leave any Paddy or Grain being regarded as Stores
any Vessell after the said Embargo had taken Place
that this Deponent does know that there were loaded
of the said Vessell Working by means Corge of Paddy or
Deponent was Obliged to Release to Mr Dawes on that Account
Vessell and Mess Smith and to this Interrogatory
To the Sixth Interrogatory this Deponent saith that
the said Pagoda did Complain to the Council that
Opened the said Pagoda Chitty for not having loaded
the Company's Defendants Vessell at the same
Pagoda Chitty to Visit the said Pagoda Upon
Without the Permission of the Pagoda of Tanjore and
said Pagoda Chitty by reason that the said Pagoda
Complained Concerning the Corge and Transportation
being taken with a Corge of Paddy that was carried
Pagoda Chitty and Mess Smith and to this Interrogatory
Mother but He this Deponent knows that the Inhabitants
which caused Mess Smith and Mr Dawes to have the Pagoda
Mr Dawes did order to be taken up at Tanjore for the
Company's Defendants Vessell was taken up by the Pagoda
of Paddy to pay with the said Pagoda of the said
the Pagoda Constantly Opposed the Corge and Transportation
the Pagoda forbidding that any Vessell should
of the Vessells so Ordered to be Loaded

Moore saith not to this Interrogatory

To the last Interrogatory this Deponent saith that As has been proved that the aforesaid Telugu Pagoda Lascars of the Vessells belonging to the Original Defendants was Obliged to run Account of Disturbances in Trincomalee would be Send the said Original Defendants Vessell to a Place Called Tondawar on the Same distance from the Road of Trincomalee that they may or run Aground or four Days, after the said Vessells Arrival in the said Road by Order of the Pagoda Chitty and Moore saith not to this Interrogatory

Wall Plumer

Examined

To this Day sent and no Good Reath, Mr Degre You will Write to Mr Lewis Vessells Remain'd Vessell have been freighted by the for 115 Pagodas, and 10 Fanams Which he has received of Mr and Carried her Vessell to Your Port which You will Dispatch as soon as Possible, and pay the Charges for Anchorage We have also sent Your Vessell belonging to Rustom Mondelly which will Load 125 Corge, and for which he has Entered the Usual Freight But if she can be Dispatched Paddy, to her, and Allow 5½ Pagodas Fanams and We have also sent Your Vessell which You will Expeditiously Dispatch the Charges that will Accrue, for the latter her Vessells, are Lowest known, but whatever it may be, You will Receive from Mess Dawes, and pay it Mondrom, and Vencadachem the Northward Mess Two Vessells will Load 110 Corge, which You will Dispatch in Eight Days time; Although You do not Load them with Paddy, Yet we must Pay Freight for the said Vessells, and have Accordingly executed Charter Parties of Affreightment, You must therefore Dispatch them as

Mallabar Language by Conacapah Sworn Court Interpreter

John Sykes
and
Daniel Shaw
Attorneys for the Original Compt.ds
and Cross Defendant

of the said Vessells, should Want any Money, You Will Advance them from two, to four Pagodas - You will also make a Present to the Serv-
Syrange of the said Vessells, not exceeding 1/2 or 3/4 of a Pagodas each - Lastly on
of Your despatching the said Vessells within 10. Days We shall be liable
to Pay 5 Pagodas P day, as P Agreement, we have made, You will therefore
Dispatch them, within 10. Days

Touching Paddy, Only One Sort is not Marketable here, You will
therefore send the Coondah Chumbah Paddy also - The Price of Paddy
here, is Very low, You will therefore send two Sorts of Paddy - Mercurest
hence for the Procure, and send You Any More Vessells from this Place as
that if You should have a Surplus of Paddy You must Procure Vessells
here, and Load and Send them here - Our Master is Very Angry, on
Account of Your not having Yet despatched One, or two Vessells at least,
and for him not to be Angry, You will Expeditiously Dispatch the
Vessells As soon As they Arrive - You may Write to Us of any thing You
May be in Need of from hence -

A True Translation as near as Can be Taken from
the Original in the Mallabar Language by Conacapah Sworn Court
Interpreter

John Sykes
and
Daniel Shaw
Attorneys for the Original Compt.ds
and Cross Defendant

of the said Vessells, should Want any Money, You Will Advance them from hair, to four Pagodas. You will also make a Present to the two Syrangs of the said Vessells, not exceeding 3/4 or 1/2 of a Pagodas each. In default of Your dispatching the said Vessells within 10. Days We shall be liable to Pay 5 Pagodas P day, as P Agreement, we have made, You will therefore Dispatch them, within 10. Days

Touching Paddy, Only One Sort is not Marketable here, You will therefore send us Coondahi Chumbah Paddy also. The Price of Paddy here, is Very low, You will therefore send two Sorts of Paddy. We cannot hence for the Procure, and send You Any More Vessells from this Place as that if You should have a Surplus of Paddy You must Procure Vessells there, and Load and Send them here. Our Master is Very Angry, on Account of Your not having Yet dispatched One, or two Vessells at Least, and for him not to be Angry, You will Expeditiously dispatch the Vessells As soon As they Arrive. You may Write to Us of any thing You May be in Need of from hence.

A True Translate as near as Can be taken from the Original in the Mallabar Language by Conacopah Sworn Court Interpreter

John Sykes
and
Daniel Shaw
Attornies for the Original Compts
and Cross Defendant

1773

Mayors Court at Madraspatnam

Tuesday the 25th Day of Anno Domi

Present

John McPherson Esquire Mayor
Thomas Powney — Reynold Adam
John Holland — George Smith
George Savage — James Hodges
George Baker — George Maubray
John Benton — Aldermen

Benjn

Mem Court ... day in the Forenoon of the Witnesses in the Cause and Bill and Answer thereto ... Cross Complainant Bill and the ... Cross Defendant Answer ... Cross Complainant Bill ... Cross Defendant ... Cross Complainant ... Cross Complainant ... Cross Defendant ... Cross Complainant ...

1780

Decree that the Original Complainants Bill shall Stand Dismissed with Double Costs of Suit to be Paid to the Original Defendant and it is further Ordered and Decreed that the Cross Defendant Do pay unto the Cross Complainant the Sum of Pagodas 330 being the Amount of the Freight Agreed upon, as also One Pagoda for Boat hire and Anchorage deducting therefrom the Sum of Pagodas 261. 11. which he Appears to have been paid by the Cross Defendant to the Cross Complainant and that each Party do Discharge Costs as far as they have Prevailed in the Cross Suit

Dft Cost

Filed 20th January 1773

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court, Your Orator Anthony Frederick Jaenick of Madras Inhabitant, that Jumboo at Present in Madras Dubash stands Indebted unto Your Orator in the full and Just Sum of Thirty Pagodas, Seventeen Fanams and Forty Cash Current Money of Madras, Making in Sterling Money of Great Britain at the rate of Eight Shillings and Four Pence per Star Pagoda for Six Dozen and One Bottles of Rum Sold and Delivered to the said Jumboo by Your Orator, on the Seventh day of this Present Month of December Which at the Rate of Four Pagodas per each Dozen doth Amount to the said Sum of Thirty Pagodas Seventeen Fanams and Forty Cash. And But notwithstanding and may it Please this Honble Court the said Jumboo Obstinately and Wilfully refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays a General Relief as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the end therefore, that the said Jumboo 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, clearly, and

Defendant to Pay unto Your Orator the aforesaid Sum of
Seventeen Pagodas and Forty Cash with all such Sum
as we shall hereafter become due thereon after all Costs of

Mayor &c Recorder Sheriffs Court of
said Town to be Summoned and Appeared before
Fort Saint George Town of Madraspatnam on the
Day of Instantly to be and Appear before this Court
Court house and Place to be by this Worshipful Court
Appointed then and there to Answer the Premises
Complained and further to abide by and Perform
Decree thereon as to this Worshipful Court shall seem

20th January 1773

Whereas upon the Day of the Exhibiting of the
Complainant having made Oath that the Summons
this Demand and that the Oath Returned Subscribed
the Defendant will Maliciously withdraw himself from the Jurisdiction
of this Court unless Process of Attachment Issued against his
Person Wherefore Commanding the Sheriff
Attachment Issue

John Mc Pherson
Mayor

Mayor's Court at
Madraspatnam

Tuesday the 2d
Anno Domi

Present

John Mc Pherson Esquire Mayor
George Smith Esquire Judge
Peter Hodges Alderman

Defendant

Filed the 28th April 1772

To the Worshipful the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Worshipful Court Your Orator Charles Smith of Fort Saint George Esquire that
Cenary Pilla of Cuddalore Merchant Stands Indebted unto Your Orator
in the full and Just Sum of One Thousand Seven hundred and Seventy
Two Pagodas Twenty Six Fanams and fifty Six Cash Current Money of
Madras making in Sterling Money of Great Britain at the Rate of
Eight shillings per every Pagoda the Sum of Seven hundred and Eight
Pounds thirteen shillings and four Pence or thereabouts as will more fully
and at large Appear by an Account Current hereunto Annexed for the
Inspection of this Worshipful Court and which Your Orator Prays may be
Admitted as part of this his Bill of Complaint And Your Orator
further Sheweth unto this Worshipful Court that he hath frequently and in
a Amicable Manner Requested Payment from the said Cenary Pilla
of the said Sum of One Thousand Seven hundred and Seventy One
Pagodas Twenty Six Fanams and fifty Six Cash

But now so it is may it Please this Worshipful Court the
said Cenary Pilla Obstinately and Willfully Refuses to Pay the same
or give Your Orator any Manner of Satisfaction touching the Premises
Your Orator therefore Prays a Generall Relief and as this Worshipful Court
Mercies Equity and Good Conscience John Ford

Defendant hath been Served with the Usual Rules to Answer the Complai
and Bill but wilfully and Obstinately refusing so to do This Court
doth therefore think fit to Order and Decree and doth Accordingly Order
and Decree that the Defendant shall pay unto the Complainant the full
and just Sum of Thirty Pagodas Fourteen Fanams and Forty Cash
Pagodas 30. 14. 40. together with such Interest as accrues or shall
hereafter become due thereon until full payment is made also all Costs
of this Suit

Mayors Court at
Madraspatnam

Tuesday the
Anno Dom

Present

John McPherson Esquire
Thomas Bowrey Esquire

Aldermen

Between

Defendant

The Defendant being one of the
Defendants to the Complainants Bill
filed in this Court and Duly
Served with the Subpœna issued
thereupon and Default having been
made by the Defendant in not
Appearing thereto according to the
Rules and Orders of this Court

It is Ordered that the Complainant
do Attach the Defendant by the
Body and Detain him in the Custody
of the Sheriff of Fort Saint George
Until he Appear to the Complainants
Bill filed in this Court

To the Honble
Mayors Court at
Madraspatnam

Humbly Complaining Sheweth unto Your Honble Court your Orator Nagoor Meerah Son of Syed Ahmed Merchant Inhabitant of Madraspatnam That Nainapah and Annagarry Both Inhabitants of Madraspatnam aforesaid Merchants are Justly Indebted unto Your Orator in the Sum of Thirty Nine Pagodas and Eleven Fanams Current Money of Madras Making one Sterling Money of Great Britain at the rates of Eight Shillings for every Pagoda the Sum of Fifteen Pounds Fourteen Shillings and five pence or thereabouts Arising upon their Promissory Note of hand bearing Date the Twenty first day of January in the Year of Our Lord One Thousand Seven Hundred and Seventy three and Payable unto Your Orator Jointly or Severally Eight days after the said Date which Promissory Note of hand is in Your Orator's Possession and Ready to be Produced to this Honble Court when Required And whereas Your Orator hath frequently and in a friendly Manner requested the Payment of the said Sum of Thirty Nine Pagodas and Eleven Fanams But Nainapah and Annagarry 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 Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Nainapah and Annagarry may upon their Corporal and Respective Oaths 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 they may be Decreed to Pay unto Your Orator the aforesaid Sum of Thirty Nine Pagodas and Eleven Fanams With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Nainapah and Annagarry to be Summoned and Required by the Sheriff of Fort Saint George Peon of Madraspatnam and the Deputy thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Limited and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Daniel Shaw

Amounts of two Seperate Notes of hand Given and Granted by the Said
William Rowly Moriarty as follows One Note of hand dated the Twenty first
Day of August in the Year of Our Lord One thousand Seven hundred and
Seventy Payable unto Thomas Rathbone or his Order Twelve Days after the
Date thereof for the Sum of Twenty Pagodas Signed by the said William
Rowly Moriarty which said Note of hand the said Thomas Rathbone did
Endorse and Make Payable unto Your Orator on the Twenty third day of
January in this Present Year of Our Lord also One Note of hand dated
the Thirteenth Day of July in the Year of Our Lord One thousand Seven
hundred and Seventy Two Payable unto Patrick Keirwan or his Order
One Month after the date thereof for the Sum of Twenty five Pagodas
Signed by the said William Rowly Moriarty which said Note of hand the
Said Patrick Keirwan did Endorse and Make Payable unto Your Orator
or his Order on the Twenty Second Day of January in this Present Year of
Our Lord whereby the said William Rowly Moriarty is justly become
indebted and Answerable unto Your Orator for the just and due Payment
of both the said Notes of hand Making together the aforesaid Sum of Forty
five Pagodas And Equis whereof Your Orator Prays may be Admitted as part
this Honble Court and which Your Orator Prays may be Admitted as part
of this his Bill of Complaint And Whereas Your Orator hath frequently
and in an Amicable Manner Requested Payment of the said Sum of Forty
five Pagodas from the said William Rowly Moriarty

But now so it is may it Please this Honble Court the
Said William Rowly Moriarty Obstinately and Wilfully Refuse to pay the
Same or give Your Orator any Answer or Satisfaction touching the
Premises Your Orator therefore Prays a Genl Relief such as this Honble
Court shall Appear Agreable to Equity and Good Conscience To the End
therefore that the said William Rowly Moriarty may upon his Corporal Oath
a full true direct and Perfect Answer make to all and Singular the Matters
and things herein before Left forth and Alledged as fully Fully and effectually
to all Intents and Purposes as if the same were here Again Repeated and
Particularly Interrogatory and that he may be Decreed to pay unto Your
Orator the aforesaid Sum of Forty five Pagodas together with all Such Further
and Dew Account also all Costs of this Suit

1771.

Court of Mayor's Court held by the Honourable David Brown Esqr Mayor
Court Thomas Powney & George Lawrence Esqrs Aldermen and the Deputy
to be and Appear before this Worshipful Court at the Choultry
by this Worshipful Court Richard Grimes of Madras Inhabitant Complainant
the Plaint Petition & Bill of Complaint and Subpoena thereon
by Sworn Order and Decree thereon and the Bill

24th of January 1770

This Bill coming on to be heard the Day of
Affidavit that Summons and a Warrant of Attorney
Plaintiff Summoned the Defendant and that he
Clerk Order to the Purport of the Summons and that the
Defendant be required to Appear and that he
from this Honourable Court

John McPherson

Mayor

Mayor's Court

Page 20

Mayor's Court

Madras Patandam

Tuesday the 20 Day of April
Anno Domini 1773

L.S

Present
John McPherson Esquire Mayor
Thomas Powney & George Lawrence and
George Moubary Aldermen

Mayor's Court

84.

Between Richard Grimes
of Madras Inhabitant Complainant
and William Rowland Majesty's
Present at Madras but of Parts unknown
Inhabitant Defendant

The Defendant Appearing in Court by his Attorney
Mr Cudlow Firth for Mr Daniel Shaw acknowledging the Justness of
the Complainants Demand this Court doth therefore Think fit the
Order and Decree and doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and just Sum of
Forty four Pagodas & Pagodas 44 — Together with the usual Interest
as now is or shall hereafter become due thereon until full Payment and
is made also all Costs of this Suit

D. Brown

Signed D. Brown

Jan.y 22.1773

A true Copy

H. Du Pury

Attorney for the Compl.t

84

91

64 91

Signed D.k Kirwan

Jan.y 22.1773

A true Copy

H. Dat. Pury

Attorney for the Compl.t

Mayor's Court
Madras Spatam

Tuesday the 20 Day of April
Anno Domini 17

L.S

Present
John M.c Pherson Esquire Mayor
Thomas Powney — George Savage and
George Moubary — Aldermen

Mayor's Court

84.

Between Richard Green
of Madras Inhabitant Complainant
and William Rowland Megiarty at
Present at Madras but of Irishtonaply
Inhabitant Defendant

The Defendant Appearing in Court by his Attorney
Mr. Cotton Tickell & Mr. Daniel Shaw Acknowledging the Justness of
the Complainants Demand this Court doth therefore think fit to
Order and Decree and doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and just Sum of
Forty four Pagodas of Pagodas 44 — together with such Interest
as now is or shall hereafter become due thereon until full Payment
is made to all Costs of this Suit

D.d Cur

No 3.

Dated the 23 January 1773

To the Honble the Mayor
Court of Madrasspatnam

Humble Complaining Sheweth unto this Honble
Your Worships Servant Pambooly Pullaiah of Pedd Pandi Cooly Merchant that
Edward Saunders and Paul Benfield the Attorneys of Mr Saunders
Pambooly Pullaiah of Moores Merchant Stands Indebted
in the Sum and Just Sum of Four hundred and Sixty Pagodas
Seventy Eight Fanams and Fifty Four Cash Current Money of Moors Making
Money of Great Britain at the rate of Eight Shillings Sterling
the Sum of Two Hundred and Twenty four Pounds five Shillings
Seven pence three farthings as will more fully and at large appear by
the said Bond or Obligation Reference being had thereunto
Custody and ready to be produced unto this Honble Court when
to which Your Orator humbly refers and Prays the same may be
as part of this Your Orator Bill of Complaint and Your Orator
Honours unto this Honble Court that he hath frequently and
Honorable Manner requested Payment from the said Pambooly
of the said Sum of Four Hundred and Sixty Pagodas Seventy Eight
and Fifty Four Cash But now so it is true it Pambooly
Court the said Pambooly Pullaiah the Defendant and Mr Saunders
the same or by your Your Orator any Means of Subsistance
Premises Your Orator therefore prays Process of Subpoena
Honble Court shall appear Personally to Defend and Answer
to the End the said Pambooly Pullaiah may
Corporal Oath all and singular the said Premises
answer the Matters and Things herein before set forth
fully truly plainly and Especially to the Bond and Deposit
of the same were Signed and Executed and Pambooly
that the same he Decreed to pay unto Your Orator the
Four Pagodas and Sixty Eight Fanams Four Cash
Cash with all Costs Suit and Damages Your Orator
Honble Court shall seem meet

Sworn before me this 23 January 1773

John McPherson
Mayor

[illegible]

Personally to be and Appear before this Honble Court at a Certain Time
Place to be by this Honble Court Prefixed and Appointed there and there to
Stand to and Abide by such Order and Decree therein as to this Honble
Court shall seem Meet

Gideon Firth
Attorney for the Compt

December 14th 1772

I Pambooly Pullaiah Do hereby Acknowledge to
have Borrowed and Received from Messrs Edward Saunders and
Paul Benfield the Attorney of Mr Saunders the Sum of Four
Hundred and Sixty Pagodas Seventy Eight Fanams and Fifty Four Cash
which Sum I promise to pay on the 30th of this Month the with Interest
at Eight p Cent p Annum Witness my Hand at Madrass
Calladay Present by Annagiriday Nagamah

Witness
Venkapoomah
Calladay

Signed
Pambooly Pullaiah

A True Translate from the Original in the Gentoo Language
as Near as can be taken by Canniagah Interpreter

Thus 23 January 1773

Gideon Firth
Attorney for the Compt

Whereas Bill was Answered by the Defendant
Two Days of Adjournment Last for Summons of Same
Term Next Court Day

John McPherson
Mayor

Mayors Court at
Madraspatnam

Tuesday the 25 Day of
Anno Domini

Present

John McPherson Esquire Mayor
John Holland — George Sandys
James Hodges — and George Baker
Aldermen

Between

Son of Late Lord George
by the Honble Edward
and Paul Pamplett of the
Place Merchant Complainant
Pamberly Pallah of the
Merchant Defendant

His Appearing by the Records of this
Defendant hath been duly served with the Usual Rule to answer the
Complainants Bill but wilfully and obstinately refuses
this Court doth therefore think fit to Order and Decree and
Accordingly Order and Decree that the Defendant shall pay
the Complainant the full and just Sum of Two Hundred
Sixty Pagodas Twenty Eight Fanams and Fifty Two Cash
Sbo. 22. 32 Sterling with all such Interest as may become due
hereafter become due thereon Untill full Payment is made
Costs of this Suit

Decd

Filed 6th April 1770

87

To the Right Honble Lord Pigot Governor and Council of Fort St George

Humbly Shewn Your Orator John Douglas of Fort Saint George Merchant
that Comara Celaty and Rama Chitty of Madras Merchants stand
justly and truly indebted unto Your Orator in the full and just Sum
of Two Thousand One hundred and Sixty two Pagodas four Fanams
and Seventy Cash Current Money of Madras Making in Sterling
Money of Great Britain after the Rate of Eight Shillings for every
Pagoda the Sum of Eight Hundred and fifty five Pounds and Sixteen
Shillings for Which they stand bound by their Bond or Obligation
bearing Date the Twenty fifth day of January in the present Year
of Our Lord One Thousand Seven hundred and Seventy three which
said Bond or Obligation is now in Your Orator's Custody and ready
to be Produced to this Honble Court when required And Whereas
Your Orator hath frequently and in an Amicable Manner requested
Payment from the said Comara Celaty and Rama Chitty of the said
Sum of Two Thousand One hundred and Sixty two Pagodas four Fanams
and Seventy Cash

But now so it is and May it Please this
Honble Court the said Comara Celaty and Rama Chitty Obstinately
and wilfully refuse to Pay the same or to give Your Orator any manner
of Satisfaction touching the Premises Your Orator therefore prays as
Conscience Equity and good Conscience to the End therefore that the said
Comara Celaty and Rama Chitty may upon their Corporal Oaths
full true Direct and perfect Answer make to all and Singular the
Matters and things herein before set forth and alledged as fully truly
and Effectually to all Intents and purposes as if the same were here
again Repeated and Particularly Interrogated and that they may be
Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand
One Hundred and Sixty Two Pagodas four Fanams and Seventy
Cash with all such Interest as may grow or shall hereafter become due
thereon also all Costs of this Suit

May it Please

1773.

and the Defendt thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Court for that purpose and appointed there and then to stand to and abide such Order and Decree therein as to this Honble Court shall seem

6th April 1773

This Bill was shewn to me before the Day of the Summons Let a Summons issue

John McPherson
Mayor

Mayor's Court at Madraspatnam

Tuesday the 25th Day of April Anno Domini

Present

John McPherson Esquire Mayor
John Holland — George Savage
James Hodges — and George Baker
Aldermen

Belonden

Mr Appearing by the Records of this Court that the Summons issued in this Cause was duly Served upon the Defendt and the Defendt having been Solemnly called in Court and not appearing to the Complainants Bill filed against him in this Court and the Complainant having moved that the Defendt may be Ordered to pay unto him the Sum of Pagodas 216. 4. [illegible] hundred and Sixteen Pagodas four Fanams

Read and filed 18th May 1773

To the Honble the Mayor and Court of Aldermen of Madraspatnam

The Humble Petition of Thomas Johnson

Sheweth

That Your Petitioner was Regularly bredup to the Profession of the Law — and is now Lawfully Admitted and Inrolled One of the Attornies of his Majestys Court of Common Pleas at Westminster as also a Solliciter in the said Majestys High Court of Chancery

That Your Petitioner being desirous of Settling at Madras Would therefore humbly beg Permission of this Honble Court to Grant him their Licence and Protection to Act as an Attorney of the same Court — Which Office If they will be Pleased to Confer upon him He will Endeavour to the utmost of his Power to Discharge the same with fidelity and Integrity

And Your Petitioner as in duty bound, shall ever Pray &c.

Madras May 18th 1773

Tho.s Johnson

Read 25th May 1773

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Your Orator Humphry Negus Mayor in the Service of the Honble United Company of Merchants of England Trading to the East Indies at Present at Fort St George by his Attorney Alexander McKenzie Captain in the said Company Service at Present at Fort Saint George and Inhabitant Citizen of Madras Merchant Maketh

Sum of Eighty Pounds as well Manifestly and at large appears
by the Mortgage hereunto Annexed for the Suspension of this Suit
and whereby Your Orator Prays may be Admitted as part of his
Bill of Complaint Tho Original being in Your Orators Custody
Ready to be Produced for the Inspection of this Honble Court
Prayed and Your Orator further Shewth unto this Honble Court
that he hath frequently and in an Amicable Manner Sd
Payment from the said Annamala Chitty of the said Sum of
Pagodas

But now it is Hop'd to Avoid the said Annamala Chitty Unlawfully and Wilfully Refuse
the same or to put Your Orator any manner of Interest therein but
Pretends Your Orator thereof Pains a Comon Order of this honble
Court shall Appear Agreeable to Equity and your Comorant
therefore that thereby Annamala Chitty may upon his Corporal
true Discovery and perfect Answer make to all and Singular the
said Things hereinbefore Inquired and Alledged as fully to all
Intents to all Intents and Purposes as if the same were
Repeated and Particularly Interrogated and that he may
be pay unto Your Orator the aforesaid Sum of Two hundred
with all such Interest as now is or shall become due
also all Costs of this Suit

May it please Annamala Chitty to be Summoned and Required to
of Fort Saint George Gentleman and the Defendant
thereof personally to be and Appear before this Honble Court
Certain time and Place to be by this Honble Court Prefixed and
Appointed then and there to Answer the Premises Your Orator
Complainant and further to Stand to and abide by such Order
Decree therein as to this Honble Court shall seem meet

Sworn before me

Know all Men by these Presents that I Annamala Chitty
of Madras Merchant for and in Consideration of the Sum of four Hundred
Star Pagodas Current Money of Madras aforesaid to me in Hand paid
by Humphrey Harper Mayor of Fort St George Gentleman at or before
the Sealing delivery of these Presents, the Receipt whereof I the said
Annamala Chitty do hereby Acknowledge Hath Granted Bargained
and Sold, and by these Presents doth Executors Administrators and
Assigns all that Brick wall House and Ground Situate Standing
and being in Peddy Naicka Pallah in Mr Compsons Street between
the Houses of Mutto Chitty and Mannapatta and every their Appurtenances
ances as also the Sitter Deed of the said Premises To Have and to Hold the
said Messuage or Tenement Lands and Premises Abovementioned
and every Part and parcell thereof with their Appurtenances unto the
said Humphrey Harper his Executors Administrators and Assigns
for Ever

Provided always and these Presents are upon this
their Condition and it is the true intent and meaning hereof and of the
Parties hereunto, that if the said Annamala Chitty his Heirs or Assigns,
do and shall well and truely pay or Cause to be Paid, unto the said
Humphrey Harper his Executors Administrators or Assigns the
aforementioned Sum of Four hundred Star Pagodas Current Money
of Madras 200 on or before the first day of May next ensuing hereof
with the Interest which may become due thereon after the rate of Eight
p Cent p Annum without any Deduction or Abatement, for or by reason
of any Taxes, Assessments or Impositions Whatsoever either Ordinary or
Extraordinary or any Part thereof that then, and from thence forth these
Presents and every thing herein Contained Shall Cease determine and
be Void, to all Intents and Purposes any thing herein Contained to the
Contrary notwithstanding In Witness whereof I the said Annamala
Chitty hereunto Set my Hand and Seal in Fort Saint George aforesaid
this first Day of December 1772 (SS)

Signed Sealed and Delivered
Whereas Stamped Paper is to be had

201.

Mayor's Court at
Madraspatanam

{ Thursday the
Anno Domi

Present

John Mc Pherson Esquire Mayor
George Smith and James Nesbi
Aldermen

Benson Esqr
Attorney for the
Company of Merchants
Trading to the East Indies
at this Presidency to be
Plaintiff

The Defendant being in Court
Objecting the Sufficiency of the Complainants Demand
Both Parties are fully heard and Consideration
and Decree that the Defendant shall pay unto the Com
full and Just Sum of Two Hundred Pagodas
in the all such Interest as now is or shall hereafter
Mode of full Payment is made also all Costs of this Suit

By the Court

Entered 16th June 1752

To the Worshipful the Mayor
Court at Madraspatanam

Humbly Complain

202.

in Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of Sixty Nine Pounds and Six Pence or thereabouts
as will more fully and at large Appear by an Account hereunto Annexed
for the Inspection of this Worshipful Court and which Your Orator Prays may
be Admitted as part of this Your Orator's Bill of Complaint and Your
Orator further Sheweth unto this Worshipful Court that he hath frequently
and in an Amicable Manner Requested Payment from the said Shau-
hauchillum of the said Sum of Two hundred and Twenty two Pagodas
and Twenty four Fanams

But now so it is may it Please this Worshipful Court
the said Shauhauchillum Obstinately and Wilfully Refuseth to Pay the
Same or to give Your Orator any manner of Satisfaction touching the
Premises Your Orator therefore Prays a General Relief such as to this
Worshipful Court shall Appear Agreeable to Equity and good Conscience To
the End therefore that the said Shauhauchillum 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 thereto Again Repeated and Particularly Interrogated and that
he may be Decreed to Pay unto Your Orator the aforesaid Sum of Two
hundred and Twenty two Pagodas and Twenty four Fanams with all
Such Interest as now is or shall hereafter become Due thereon also all
Costs of this Suit

May it Please this Worshipful Court to Cause the
said Shauhauchillum to be Summoned and Attached by the Sheriff
of Fort Saint George Justices of the Peace and their Deputies thereof
Personally to be and Appear before this Worshipful Court at a Certain time
and Place to be by this Worshipful Court Limited and Appointed then and
there to Answer this Your Orators Bill of Complaint and further
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

203.

Mayor's Court at Madraspatnam

Tuesday the 2nd Day of June Anno Domini

Present

John Mc Pherson Esquire Mayor

George Savage and John Renton

Aldermen

Petition

Complainants Bill, but wilfully and Obstinately Refusing or to do
This Court doth therefore think fit by Order and Decree and doth
Accordingly Order and Decree that the Defendant shall pay unto the
Complainant the full and just Sum of Two Hundred and Twenty Two
Pagodas and Twenty four Fanams Pagodas 222 24 Together with
all Such Interest as now is or shall hereafter become Due thereon until
full Payment is made also all Costs of this Suit

By Court

Fort St David 3rd June 1773

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator William Hamilton of Madras Merchant That Yavellappah
Modelliar of Ponamaly Inhabitant but at Present at Madras stands
Indebted unto Your Orator in the full and just Sum of One thousand three
hundred and Twenty eight Pagodas Current Money of Madras making
in Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of Six hundred and Ninety One Pounds and four
Shillings as will more fully and at Large Appear by a Translate of a
Mortgage and an Covenant hereunto Annexed for the Inspection of this
Honble Court and which Your Orator Prays may be Admitted as part of
this Your Orator's Bill of Complaint and Your Orator further Sheweth
unto this Honble Court that he hath frequently applied in an Amicable
Manner Requested Payment from the said Yavellappah Modelliar
of the said Sum of One thousand three hundred and Twenty Eight Pagodas

But now so it is may it Please this Honble Court the
said Yavellappah Modelliar 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 Special Relief such as this
Honble Court shall Appear Agreeable to Equity and good Conscience
To the End therefore that the said Yavellappah Modelli

No 5.

Alleged or fully body and Effectually to all Intents and Purposes
the same were here Mortgaged Separate and Particularly Enlarged
be more to Record by Law made Part Whereof the aforesaid Sum
Seven hundred and Twenty Eight Pagodas with all such Interest
as shall hereafter become due thereon after the Rate of Ten

Mayel Rau Chetty Gentle Court be Graci
Vaneliappah Mudelliar be Summoned and Required to be
Fort St. George Seven of Mayor aforesaid the Defendant
Personally to be and Appear before this Honble Court the Fo
Plaints by this Honble Court Decreed and Appointed
Answer their Bill of Complaint and further
and abide by such Order and Decree therein as this Court

Matt. Brown Mayor

1773

John Sykes
Attorney for the Compt.

Vnt. Ballance shown to the Day of
Court Day

John M.Pherson
Mayor

Translation of Mortgage Deed of the 11th May

Vaneliappah Mudelliar Servt. of Company
Vaneliappah Mudelliar do hereby acknowledge that
and Received as an Equal Mortgage from Mr. William
of the English at Madras the full and Just Sum of Eleven
Current Money of Madras for which Sum I have Mortgaged
Mudelliar Inhabitant of Madras and Governed by the
the Districts of Pursuwaukum Chetty under the Limits and
District and Mooring Allowances made and every Year
Allowances Arising from the Trade Polygars of the
Pollachy together with the Contributary Parts of
to me belonging the Merchants &c. in the Aforesaid
within the Limits of the said Districts

Gaddam and Appurtenances thereunto belonging to
With a Brook and my respective Shares of a Back Yard Sands Four
Sands or Maniams Topes and Wells Yokes of Oxen Plows moss and mats
with the Coconuts Allotted to me together with my respective shares of every
thing belonging to it in the said Choultrys and the Respect due to me being
The above mentioned Premises I have Mortgaged and take upon Interest
Hundred Pagodas which Sum I Promise to pay with such Interest as
shall be due thereon at the Rate of 10 p.Cent p.Annum on or before the 11th
May 1773 Read these Presents whereby this Mortgage Obligation Bond
of any One Claim the above mentioned Premises I Promise to get Clear
free I give this by my Consent to Mr. William Hamilton and Do
Power Nallanen

Witness
Canneumbaucum Mahadavan Dyal Gentoo
Mangatoo Merlee Coomaren

(Signed & Sealed)
Vaneliappah (L.S.)

A True Translate as near as can be from the Original
the Malabar Language / Except the Names of the Witness Canneumbaucum
Mahadevan Dyal which is Gentoo by Davy Augustus Sworn Interpreter

John Sykes
Attorney for the Compt.

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Dr. Vaneliappah Mudelliar in Account with Mr. Wm. Hamilton Cr.

1772 May	To Interest and Principal of Your Mortgage this Date	Hon.		1773 May 11	By Ballance due to William Hamilton	728
	To Interest on Do for 12 Years 1 Month 11 May 1773	122				
	Pagodas	728				728

Fort St. George 11 May 1773

Errors Excepted

Wm. Hamilton

Mayors Court at Madraspatnam

Tuesday the 15th Day of Anno Domini

Present

John Mc Pherson Esquire Mayor
Thomas Pomney — Reynold Adams
and George Moubray — Aldermen

Between [illegible]
of Madras [illegible]
and Vandepeer [illegible]
Madras Inhabitant [illegible]
Madras Defendant

The Defendant [illegible] in Court and [illegible] the Testimony of the Complainant Demand [illegible] Court [illegible] thereupon Order and Decree that the Defendant [illegible] Accordingly Ordered that the Defendant shall pay unto the Complainant the [illegible] Sum of One thousand Seven Hundred and Seventy eight Pagodas 1778 Together with all such Interest as shall hereafter become Due thereon Monthly till full Payment thereof and all Costs of this Suit

Plea

Filed the 15th May 1773

To the Hon[illegible] Court at Madraspatnam

Humbly Complaining [illegible] and Oratrix [illegible] of Madras Merchant [illegible] Mayors Court at Madraspatnam Complainants Humbly Sheweth and Alledges [illegible] Madras Pardeah on the Sum of Fifty four Pagodas Current Gold Rate of Eight Shillings to the Pagoda Amount of Current Gold [illegible]

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Seventy Seven which he said Defendant in Your Oratrix Custody and Ready to be Produced for the Inspection of this Humble Court when Required and Your Orator further Shews unto this Humble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Nunneweny of the said Sum of Fifty four Pagodas

But now so it is may it Please this Humble Court the said Nunneweny Obstinately and Wilfully Refuses to pay the same to Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief as this Humble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Nunneweny may upon his Corporal Oath fully Answer 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 Fifty four Pagodas with the Allowance for Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Humble Court to Cause the said Nunneweny to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and his Deputies thereof personally to be and Appear before this Humble Court at a Certain time and Place to be by this Humble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Humble Court shall seem Meet

13th May 1773

John Sykes
Attorney for the Complainant

This Bill was shewn to me on the Day of Advisement and the Complainant having Sworn to the Justness of this Debt and that he has reason to believe the Defendant Would Depart from the Jurisdiction of this Court if a Summons Was to be Served on him Let a Summons Returnable Immediately and a Warrant of Arrest Issue

John Mc Pherson

Eng.

Mayor's Court at Madraspatanam } Tuesday the 22 Day } Anno Domini

Present

John Mc Pherson Esqure Mayor
Reynold Adams — James Hodges
and George Baker — Aldermen

Balmer
for Williams Mackett
and Company of Bengal
Defendant

Appearing by the Records of this
Defendant hath been bound under the Usual Rules to Answer
and Plead but wilfully and Obstinately refusing so to do
Court doth therefore think fit the Order and Decree made
by Order and Decree that the Defendant shall pay unto
the said and Just Sum of Fifty four Pagodas Pagodas
together with all such Interest as now is or shall become
thereon Until full Payment is made also all Costs of this

Fiat

Fiats the 13th May 1773

To the Honble the Mayor
Court at Madraspatan

Humbly Complaining Shewth unto this
Court Your Orator Harris that of Fort Saint George Merchant
Suing and Auditanarain of Madras Complainant Humbly
Separately Jointly and Severally Your Orator in the full and Just
Sum of Fifty four Pagodas Current Money of Madras Pagodas
Current Principal Debt at the Rate of Eight Shillings for every
of Twenty Eight Pounds and Sixteen Shillings for every
Pagoda Sterl of Great Britain Your Orator hath
Time to Time

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Which Required And Your Orator further Sheweth unto this Honble
Court that he hath frequently and in an Amicable Manner Requested
Payment from the said Nunneroy and Auditanarain of the said
Sum of Twenty two Pagodas

But now so it is may it Please this Honble Court the
said Nunneroy and Auditanarain 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 General Relief such as to this Honble
Court shall Appear Agreeable to Equity and Good Conscience To the End
therefore that the said Nunneroy and Auditanarain may upon their several
and Respective Corporal Oaths full true Direct and Perfect Answer make
to all and Singular the Matters and things herein before Set forth and
Alledged as fully truly and Effectually to all Intents and Purposes as
if the same were here again Repeated and Particularly Interrogated and
that they may be Decreed to pay unto Your Orator the aforesaid Sum of
Twenty Two Pagodas with all such Interest as now is or shall hereafter become
Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Nunneroy
and Auditanarain to be Summoned and Required by the Sheriff of Fort
Saint George Town of Madraspatnam and the Districts thereof personally
to be and Appear before this Honble Court at a Certain time and place to be by
this Honble Court therefore and Appointed there and then to Answer this
Your Orator's Bill of Complaint and further to Stand to and abide by
Such Order and Decree therein as to this Honble Court shall Seem Meet

13th May 1773

John Sykes
Attorney for the Compl.ts

This Bill was shewn to me in the Days of
Adjournment, And the Complainant having Sworn
to the Justness of his Debt And that he has reason to
believe the Defendant Would Depart from the Jurisdiction
of this Court if a Summons was to be Served on them, Let a
Summons returnable Immediately and Warrant of
Arrest Issue

John Mc Pherson
Mayor

Mayors Court at Madraspatnam

Tuesday the 22d Day of Anno Domini

Present

John Mc Pherson Esquire Mayor
Reynold Adams — James Hodges
and George Bakes — Aldermen

Batman

Complainant and
Defendant

Appearing by the Records of this Court the Defendant hath been served with the usual Rule to plead Complainants Bill but wilfully and obstinately refuseth so to do This Court doth therefore think fit the Order and Decree be accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Seventy two Pagodas 72 — together with all such Interest as accrues or shall hereafter become Due thereon and shall pay Costs of Suit

Read and filed March 12th 1771

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining

Shewn unto Your Worships Your Orator Thomas Pearce Mariner of Madraspatnam that Thomas Chambers Gentleman and Free of the Honble Company of this Honble Court stands indebted unto Your Orator in the Sum of Six Hundred Pagodas on Account of Cash Lent and Money had and received by the said Thomas Chambers for the Use of Your Orator which Sum of Six Hundred Pagodas the said Thomas Chambers hath often promised to pay unto Your Orator but now refuseth so to do

One Thousand Seven hundred and Seventy the said Thomas Chambers thereon promising to pay unto Your Orator the aforesaid Sum of Six hundred Pagodas on or before the Date of the said Bond, which Your Orator is ready to produce unto this Honble Court when required and Whereas Your Orator hath frequently and in an Amicable manner requested Payment of the said Thomas Chambers of the said Sum of Six Hundred Pagodas

But now so it is May it please this Honble Court the said Thomas Chambers obstinately and wilfully refuseth to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as this Honble Court shall Approve Agreeable to equity and good Conscience To the End therefore that the said Thomas Chambers may upon his Corporal Oath a full true 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 and interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of Six Hundred Pagodas together with all such Interest as accrues or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Thomas Chambers to be Summoned and required by the Sheriff of Fort St George Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

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Henry Du Pan
Attorney for the Complainant

Interrogs 21 May VII

The Answer of [illegible]
Chambers Gentleman
the Defendant to the Bill
of Complaint of Abraham Pinguin
of Madras Inhabitant

This Defendant [illegible] and all Manner of Benefit and Advantage
Exception to the many Uncertainties Errors Misrecitals Insufficiencies
and Imperfections in the said Bill of Complaint contained for Answer
or unto so much thereof as he is advised is Material for him to
Make Answer unto He this Defendant Answereth and saith
Absolutely denies he doth not Admit or Acknowledge the Complainant
Six hundred Pagodas as in and by the Complainants
Bill of Complaint is in many other Sums or Sums of Money
But this Defendant does admit that he Executed a Bond to
Complainant for the Principal Sum of Six hundred Pagodas
as in the said Bill is Mentioned but this Defendant
says that there has a Variety of Transactions and Circumstances passed
Complainant and this Defendant, which he is ready to shew
Evidence the Justice of the said Bond, this Defendant therefore
to say before this Honble Court to Manifest things and must beg
the Attendance of this Honble Court to the same that some time
of July which were on the Eve of Nine Sold One thousand Star
and Seaty Three the Complainant came to the House of this Defendant
showed them a piece of Gold Repeating Watches which were Enamelled
under Dark side Cases and as the Complainant said on the Diamonds
Very good Quality the Complainant asked this Defendant if he
be Concerned in the Same on the Sale of the Watches before mentioned
Purchase this Defendant Answered that he was not a Complainant
of the Watches and as for the Diamonds

for them, by which he Would gain Twenty five p.c. and with that
Profit on the Muslins, the Watches would then Cost Six hundred Pagodas,
And added still more that the Diamonds alone which were on the outside
Cases, were worth the Money, which the Watches, Would then stand him
in, and Moreover said, that this Defendant, should have a part of the
Profits of the Muslins, if he would take a Concern in the Watches, which
Proposal, this Defendant Refused, Telling the Complainant that he was
Very Glad, he had gained by the Muslins, and that he did not choose to
have any Concern in them, and as the Complainant, said that he had
not Actually Purchased the Watches, at that time, but that he could have
them, on the terms before mentioned, this Defendant, gave the Complaint
a Caution to be Carefull, with Respect to the Values of the Diamonds
Notwithstanding, this Defendant knew, that the Complainant had
for some Years been Esteemed a Very good Judge of Diamonds himself
And this Defendant further said, that in Order to secure the Complaint
he would get the Inside work Examined, by the Nabob Watchmaker
Which he Accordingly did, and the Inside work was Judged
to be good, now a few days after the Complainant came to this Defend
and told him, that he had Purchased the Watches on the Terms
before mentioned, and then Requested the favor of this Defendant, to
Endeavour, to get them Sold to his Excellency the Nabob to which
Request this Defendant Readily Consented, and told the Complainant
that he was always Very ready to do him Service, when he had an Opportu
nity of doing so, And also told the Complainant that Very probably through
the means of a Friend of this Defendants He might get them disposed of to
his Excellency the Nabob and to good Advantage, The Complainant then
said, that as the Diamonds were worth the Money, which the Watches
then stood him in, there would of Course, be a good Profit upon the Sale of
them, and that this Defendant should have One half, of such Profit, as might
Arise therefrom, to which proposal this Defendant, told the Complainant
he had no Objection, and to this he so Consented, upon a Supposition
that the Ornaments which were on the Outside Cases of the said Watches
and which the Complainant, called good Diamonds, were Really Diamonds
and of the Value the Complainant

Could not by any means Excuse this Defendant, as he urged that
this Defendant also told the Complainant, that he would Take
Care with them on the said Watches all the Time they should
Complain and not to be Angry, for that at Last Complainant
that he would have no part of the profit of the Watches as
thereon, for Complainant then told this Defendant that the
which he had Purchased, or given an Exchange for the Watches
to his Father, and therefore desired this Defendant to give
with him pay all to his said Father for the aforesaid Sum of
Pagodas, which this Defendant at first Scrupled to do, saying
the Complainant with the Complainants Father, as they had
had been so Barbarous, he did not chuse to give the Money for
Occasion, and more Especially as, as this Defendant told the
that he was only Acting as regard to the Selling the Watches and
Purchase of them, and if a Profit should Accrue from the Sale
through the means of this Defendant as aforesaid, such Profit
Divided Equally between the Complainant, and this Defendant
Complainant at last Agreed that it would probably more than
Watches to his Father, and that the payment of it should not be
this Defendant, until the Watches were Sold, and then the whole
Paid, Out of the produce of the sale of the aforesaid Watches as
taken, and not on the least Suggesting any Reason to this
Complainant to discover, or take any Advantage of this Defendant
Defendant, was prevailed on the Eighteenth Day of July
Year, One thousand seven hundred, and Sixty three to go
of Board with the Complainant, for the aforesaid Sum of Three
Pagodas, and as to the Complainant's said Pagodas to his Father
these Reasons as aforesaid, this Defendant, then and there
this Defendant took the said Watches to be Sold, and agreed
favour of them, to use their Endeavours with Her Consenting that
take the said Watches, at a Certain Price, which this Complainant
this Defendant had Agreed to sell them for, which being agreed

Was of Opinion, there was a better Prospect of disposing of them, in
a Lottery, which She Intended to make in a Short time, and as it
Was Agreable, to this Defendant, he would have them, put into the
List, of the said Lottery This Defendant, then Communicated the
Scheme, of the aforesaid Lottery, to the Complainant, who had no Objections
to the Watches being put into the Lottery, and this Defendant, did then
Desire his Friend to put them in the List, which he Accordingly Did,
and in the Presence of this Defendant, Her Friend delivered the said
Watches, to his Conciergly, for that Purpose, But this Defendant
said Friend, meeting with some Obstructions in Carrying the said
Lottery, into Execution, the same was delayed for Several Months,
However, notwithstanding the Impediments, which he met with, in
his said Scheme of the Lottery, he still had a Prospect, of Completing it
in the End, and therefore the Watches Remained in his Custody
Until he gave Over all thoughts of Prosecuting the Scheme of the
said Lottery, any further When the Complainant understood, that
the Intended Lottery was laid aside, He desired this Defendant, to
Assist him, with three hundred Pagodas, and that he Would Repay
him a little time, saying that he wanted Money to pay for the
Muslins but being Conscious that he Could not with Propriety
Desire this Defendant to pay any Money, on Account of either the
Muslins, or Watches, the Latter being unsold, As the Complainant
did not ask the three hundred Pagodas on Payment, but by way of Loan,
This Defendant, Considering that this might Really be the Case, and
being still desirous to serve the Complainant, He Applyed to his
said Friend, of three hundred Pagodas, to lend unto the Complainant,
and told his Friend, what Purpose, it was to be Appropriated to and
that the Complainant, would Return it, in a little time, to which
Friend this Defendants Friend, Answered "do You know that Roaming
Wells" meaning the Complainant, "Have some Private Reasons, for
Asking You this Question, to which this Defendant Replyed that he

Disposing of the Tickets or Chances, but before any regular Scheme, Could be Settled, with respect to the Lottery, The Complainant told this Defendant that he must be paid, the three hundred Pagodas, for One half of the Watches, and from that time, became Very Importunately Troublesome, on the Occasion, and almost every Day, Sent Notes or Chits, Concerning the Watches, many of which this Defendant Returned Without Opening, or looking at them, and still told the Complainant, that he did not doubt, but he Could get a Lottery Settled for the Watches, and that he Could not think of Sustaining any loss by a Transaction which was undertaken Entirely, at the Instigation and on the Confidence which this Defendant, Placed in the Complainant, as has Already been Set forth, But all these Remonstrances, proved Ineffectual, and sometime in the beginning of the Months of October, which was in the Year, of Our Lord One thousand Seven hundred, and Seventy, The Complainant, Insisted on being paid the three hundred Pagodas, and also a further Sum of thirty Two Pagodas, and upwards, which he had Added, to the first Cost, of the aforesaid Watches, and in Order to Enforce the before said Note of hand, against this Defendant, the Complainant, did Apply to One of the Attorneys of this Honble Court, for that Purpose, this Defendant, being still desirious to avoid a Law Suit, and also to Finish all the Concerns, between the Complainant, and this Defend.t On Account of the ill Treatment, he had met with, on that Occasion, This Defendant, did on, or about, the twenty Eigth Day of October in the Year One thousand, Seven hundred, and Seventy, sends a Message to the Complainant, to come to a Final Adjustment about the Watches, and the Complainant Presently after he Received the Said Message, came to this Defendant for that purpose, this Defend.t then Produced the said Watches, in the Presence of the Complainant,

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On what Terms, and for what Quantity they were Sold to this Defendt
Viz: Gold Repeaters, Ornamented on the Outside Cases, with Diamonds
and on a few Days the said Watches were delivered to the said Dubash,
he brought them back, to this Defendant, and Asked him, if he was
Certain, the Ornaments on the Outside Cases were Diamonds, at
Which Question this Defendant, was greatly Surprized, and told
the Dubash, that they were Sold to him as Such, Warranted to be
Diamonds of a Good Quality and Added, that the Person, who sold
them, was reputed, a Very Good Judge of Diamonds, and therefore
they Could be nothing Else, to which the Dubash Replyed, You had
better send for the Person, of whom You bought them, and in Conse-
quence of this Conversation, the Complainant, was Immediately sent
for and on his Arrival (which was soon after) this Defendant
Shewed him, the Complainant the aforesaid Watches, in the presence
of the beforesaid Dubash, and also in the presence of another Dubash,
and this Defendant, then Asked the Complainant, if he was Certain,
that the Ornaments on the Outside Cases, of the said Watches, were
Diamonds, to which he the Complainant Answered, that they were
Diamonds, of a Good Quality, and this Defendant, then Asked him,
in Order to Convince the Dubash, to whom he had, Applyed, on that
Occasion, that the said Ornaments, were really, what this Defendant,
had Represented them to be, and such as he Really thought they were
for the Reasons beforementioned, Whether he did, or did not, sell them,
to this Defendant, for Diamonds, and Whether he did, or did not,
Warrant them to be such, to which Questions the Complainant
Answered, That he did sell them to this Defendant, for Good
Diamonds, and that he still Warranted them to be so, and further,
the Complainant, told the beforesaid Dubash, who had then taken
the said Watches, into his hands, to look at, That if the Diamonds

for the same, either in Law, or Equity, Because the said Bond was Obtained by Deceit, and in an unwarrantable and fraudulent Manner, which this Defendant, Hopes, and Doubts not to prove, to the Satisfaction of this Honble Court in due time for all Bargains and Sales of Goods, and Chattles to the Damage of another Person, are Fraudulent, and fraudulent Conveyances, in Order to defraud Purchasers as to such Purchasers Void, and the Persons Incouraging or Putting of Such Frauds, as good shall Forfeit the full Value, of the Goods, and Chattles, and likewise shall be Imprisoned, And this Defendant, with Humble Submission to this Honble Court, doth Conceive, that from what has been herein before Recited, it will Appear Plain, and Obvious, to this Honble Court, that the Compts Proceedings as before Recited, were, and are, Intirely Illegal, and Unwarrantable and that He is neither Intitled, to the Amount of the said Bond, Which He so Unjustly Prosecutes this Defendant for Nor any Part thereof, nor to the Custody of the Bond itself as he has by such his Unjust Proceedings, Forfeited, all Right and Title thereto and therefore that the said Bond, Ought to be Delivered up, to this Defendant, to be Cancelled, and this Defendant, Lastly Prays such Relief, in the Premises, as to this Honble Court, shall seem meet And that this Honble Court, will be Pleased, for the General good of Mankind, as well for the Relief of this Defendant, to dismiss the Complainants Bill, with Exemplary Costs, and Damages

All which Matters and things, this Defendant, is Ready, and Willing to Verify, Maintain, and Prove, as this Honble Court, shall direct, and Humbly Prays, to be hence Dismissed with his Reasonable Cost and Charges in this behalf, most Wrongfully Sustained

J. Chambers

Feb 22d May 1771

To the Honble the
Court of Madrass

Humbly Complaining Sheweth unto
Your Honble Court Your Orator Thomas Chambers Gentleman one of the
of this Honble Court That Whereas Auwadanum Poopiah
of Madras Inhabitant hath in his Custody or Possession
Obligation granted to him by Your Orator for the sum of
Pagodas and Interest knowing dated the Twenty Ninth
October which was in the Year of Our Lord One Thousand
hundred and Seventy for the Amount of which Bond
Auwadanum Poopiah Brauminy hath Exhibited a
Complaint in this Honble Court against Your Orator
Whereas the said Bond or Obligation was Obtained by the
Auwadanum Poopiah Brauminy in a Deceitfull and
Manner as is fully and Particularly Set forth in Your Orator
to the said Bill of Complaint of the said Auwadanum Poo
may be taken as Part of Your Orators present Bill
that the same may be Admitted as part of this Your Orator
Complaint and Your Orator further Shewth unto this
that the said Bond or Obligation having been Obtained
Manner before and in the said Answer Set forth the Co
said Auwadanum Poopiah Brauminy or Neither Exhibit
the Amount thereof was any part thereof was in the Custody of the
or Obligation Set forth But that the said Bond or Obligation
to be delivered up to Your Orator to be Cancelled and Your
further Shewth unto this

This Honble Court the said Auwadanum Poopiah Brauminy
Obstinately and wilfully refuses to deliver up the same to be given Your
Orator any Manner of Satisfaction touching the Premises Your
Orator therefore Prays a Generall Relief such as to this Honble Court
May Appear Agreeable to Equity and good Conscience To the End
therefore that the said Auwadanum Poopiah Brauminy 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 and Particularly
Interrogated and more Especially that he may Set forth and Discover
whether he has or has not the said Bond or Obligation in his
Custody or Possession, if not that he may Set forth and Discover where
in whose Custody or Possession it is and what is become of and
for what Consideration and on what Account in Particular the said
Bond was given and whether it was or was not given on Account of
the Watches mentioned in Your Orators said Answer and in what way
manner Particularly Set forth or how Otherwise and on what Account
and for what reason in Particular the said Bond or Obligation
Was given and whether there was at the time of the date of the said
Bond or Obligation any Other Dealings or Transactions between
him the said Auwadanum Poopiah Brauminy and Your Orator
and if he should Pretend there were that he may Set forth the same
fully and Particularly and what was the Ballance of any of
the Amount of the said Dealings or Transactions and in whose
favor and that he may Set forth and Discover from whom he
bought the Watches before and in the Defendants said Answer
Mentioned and how much he gave for them either in Money or
good and whether the said Watches were or were not Sold to him

Whether respectively were Diamonds and whether the said
were People of Barmany or not or else not People
of Diamonds and whether at the time they were brought
be supposed or know the said Covenants or the Cause
Whether were or were not Diamonds and whether he
Amsdamum People Barmany did not Purchase
respectfully pray and Distress Your Orator may be
upon the Cause of the said Matthias were Diamonds
by whether he did not or Declare that the Covenants
at the time Your Orator Purchased the said Matthias
the said Bond for the Payment of which the said
Barmany has Exhibited the said Bill of Complaint
Orator as before mentioned and whether he did not
by Bill the said Matthias to Your Orator for Full Respect
Covenants in the Conveyance thereof and Whether
Bill the said Matthias to Your Orator he did or did not
or Suppose that the said Covenants in the Cause of the
Were or were not Diamonds and whether Your Orator
afterwards did not tell the said Amsdamum People
that he had found out that the said Covenants were
but Paste Only and whether Your Orator did not Demand
said Bond and offer to deliver up the said Matthias to the
said People Barmany and whether Your Orator did
Represent to have the Nature of the said Matthias
Answer the said Amsdamum People Barmany and
that the said Amsdamum People Barmany was
to deliver up the said Bond or Allegations to Your Orator
Cancelled and pay all Costs

Madrespatnam and the Districts thereof Personally to be and
Appear before this Honble Court Purpose and Appointed
them and there to Stand to and Abide by such Order and Decree
therein as to this Honble Court Shall seem Meet

John Sykes
T. Chambers
Attorneys for the Complainant

Edgo 11th July 1771

The Replication of
Amsdamum People
Barmany Complainant to
the Answer of Thomas Chambers
Defendant Putents the said
Replyants Bill of Complaint

The said Replyant saving and reserving
to himself all Advantages of Exception to the many Errors
Untruths Uncertainties and insufficiences in the Defendants
said Answer Contained for Replication thereunto Saith that all
and every the Matters and things in and by his said Bill
of Complaint Already set forth and declared he will justify
Prove and Maintain to be good Certain and sufficient in the
Law to be Answered unto in such Manner and Forms as the same
are therein and thereby set forth and declared and that the
Defendants Answer is very untrue and Evasive and this Replt
further saith that the Defendant is justly and truely indebted

Repliant would get the Watches back if the Defendant would not take them, upon which the Defendant told this Repliant that if he would Purchase the Watches he would be half Concerned with him therein and at the same time using many Persuasions to this Repliant to effect the same, and telling him upon the hopes of the great Profit they should get upon them if he would buy them telling this Repliant of the Connections he had with many Gentlemen who frequented the Presence of the Nabob and that there was not the least Doubt of disposing of them soon and to a Considerable Profit whereu the Repliant too readily listening to the Plausibility of this Story did Agree to enter into the Proposal of the Defendant to buy the Watches on their Joint Account and Accordingly took the Watches from the Defendant and Caried them to some Diamond Brokers and Merchants to Ask their Opinions and judgement thereon regarding the goodness of the Diamonds with which the said Watches are Till as he did not esteem himself a Competent judge thereof and they all being Men of Knowledge and Experience in the Quality of Precious Stones, did assure this Repliant of their Goodness encouraged by the Opinion of these People, whom he knew were Experienced men, he Carried them back to Mr Lawson and Acquainted him of his intentions to buy Consent thereof in Muslins as the Repliants Father Coondaraamayah had a quantity of Muslins Goods, which he presumed his father would let him have upon his making known to him the great advantage the Repliant had an Opportunity of Making thereby, to which the said Coondaraamayah did Consent and Agree to lend him Sum the Repliant the Value of the Watches in Muslins, and this Repliant having it now fully in his Power to treat and bargain for the said Watches with the said Mr Lawson he did at length effect the same with the

Specifying the same Interrogatorys Annexed for the Inspection of this Honble Court

" Goods Delivered to Mr Swanson on Account of Watches
" Eighty Seven Pieces of fine Wedgewood Ware
" Eighty Seven Pieces of Ditto Ditto Coarse Ware
" Two Pieces of fine Marbles
" One Piece of fine Scarlet Cloth
" in Cash Paid Sept 2d/8 Pds 63 2 1

of which he remembers to Represented the Defendant and both knew the before mentioned two Gold Repeating Watches the same these Replicant did Represent the Defendant had in an Illegal Manner he had Purchased the said Watches With the Amount of Monies due unto him for the Goods mentioned Upon which the Defendant did Apply to him for the half of the Profit he had gained by the Sale of the Goods but as he had sold them at the Market Price and not by Value for Value by Looking the Watches for the Watches which Matter as the Defendant had no Looking Glass to Enquire to Comply with his desire, however immediately Said to Defendant that Replicant did Abate the sum of Eighty and twenty One Pounds Out of what he Said for the Watches and the Defendant did Agree and Consent to Agree Note jointly with the Replicant Payable to the before mentioned Augustus Edwards Ramsay for the Sum of the Pounds dated the Eighteenth day of July in the Year One Thousand Seven hundred and Sixty Nine as Appears from the Original on the Replicants Petition to the Honble Court and that

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" or his Order on Demand together with Interest @ 8 P Cent P Annum
" as Witness Hands"

J Chambers"

Pds 600

A Pauguiah Braamen

The abovementioned Circumstances being so far Corroborated and the Watches remaining in the hands of the Defendant this Replicant and the Defendant for their Seperate Security did enter into an Agreement Signed by both of them wherein and whereby they Did jointly agree that the Profits or Loss subsisting on the Sale of the Watches should be equally shared or Divided between them this Replicant begs leave to inform this Honble Court that the said Agreement was made on two Seperate Papers to be Signed by the Defendant and Replicant as aforesaid which were of the same Tenor and date One of which the Defendant kept and One was in this Replicants Possession which said Paper of Agreement he has either lost or Mislaid that he has not been able to find it after the Greatest and Strictest Search he therefore Prays that the Defendant may be Ordered by this Honble Court to Produce the said Paper of Agreement and if he should deny that he hath such Paper in his Possession that he may discover upon his Corporal Oath if there was or was not such a Paper of Agreement Subsisting drawn Out and Signed by him and the Replicant as aforesaid of the same tenor and date and to the aforesaid End and Purpose the Defendant having the Watches in his Possession and the Replicant relying upon what the Defendant had before assured him Concerning his Connection with the Nabobs Affairs &c and that there was no doubt of disposing of them soon and to good Profit he waited Patiently for Some Months but finding that the Watches were not Yet Disposed of he Applied to the Defendant to know the Success and Event of them

the Defendant with the same as Appears by the Copy of a Letter wrote by this Replicant to the Defendant dated the twenty fifth of July One thousand Seven hundred and Seventy

„ £18 „ The Watches cost us Pags 632.21 the Interest for a Year „ 8 P Cent P Ann. is Pags 69.33.60 all Pags 682.12.60 I have „ Try Very much at least to get the Same Cost which Jean's Nuwajeroon „ Vadrazee Narrain Chitty offered me for Mess Sattulla Cawn the „ both for Pags 600 Six hundred Star Pagodas I am Approved for „ this are lost, and if You do not Approve this You may know for that „ Price and Pags 400 must be paid now the Ballance if You take it „ to be paid in three Months time, because I have try all the Places I „ found there is no any good hopes to get the Sale at Present or time; „ I should be glad to know if You take it or let it go and are much „ Oblig'd and wait an Your Answer I remain

„ Sir Your &c.

In Answer to the foregoing from this Replicant the Defendant wrote as follows which said Answer is in this Replicants Possession to be produced on due Notice

„ Do not let them go for less than they cost we will have them „ Raffled for I soon Your &c.

„ J. Chambers

To which said Answer of the Defendant this Replicant did Reply as follows

24th July 1770

„ I am really Sorry to Acquaint You for the Watches I have „ Advanced Money a Year go now I am Very much Aware for money there „ fore I have Agree for any loss for my Part I want to Clear this at least for „ how much You can take some more or less I

Which said Answere is no this Replicants Reply[illegible] to be taken
for true—

[illegible]

Branch Vague and with Answere was [illegible]
Put off from [illegible] till being Much Prest by her Solicitor
the Amount of the Mortgage he Appointed the Defendant
and Byed he would Pay him the Sum of three hundred
the Amount of her half of the Note of hand given
with this Replicant but his Demands for the Payment
Money were always Put off to other ends Contempts
this Replicants Father at last growing impatient and
Money did likewise Make frequent demands for her
thing himself unto the Defendant but finding his
little Satisfactory and fearless he Applied to one of the
of this Honble Court to fill a Bill of Complaint Against
for her half of the Amount of the said Note of hands due
said Answerer Contends Remain but that the Defendant
Now Regarding with the Knowledge of this Replicants Father
Endeavd to Compell the Defendant to pay the said
how the Defendant did send for this Replicant and
the Transactions of the Watches had been managed between
and this Replicant Only that he would be glad to Settle the
With him in a friendly Manner but denied that he
Father Might be Out of the question When this Replicant
Come to any Accommodation did send Settle with her
third Answere Contends Remain

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Bond Payable to this Replicant the Date &c. Dated the twenty
Ninth October in the Year of Our Lord One thousand Seven hundred
and Seventy Payable in three Months after the date thereof which
Said Sum and Interest thereon are now due and Payable which
is the Cause of this Replicants bringing this Action Against the
Defendant in this Honble Court which this Replicant hopes will
by this Honble Court be judged just and legall and that the several
Circumstances related by him will be looked upon as Evasive and
with a Design to deprive this Replicant not only of his lawfull
Property but what is still dearer to him his Character by advancing
before this Honble Court what he neither Can nor has David to attempt
to Prove, by any One Circumstance mentioned in his said Answere
In Replication whereunto this Replicant Saith that with regard
to the Several Circumstances which the Defendant Relates in his
Said Answer Concerning the Purchase of the said Watches or any
Other Matter Relating thereunto further than what Agree with
the Narrative of the same before mentioned by this Replicant in
his Replication this Replicant is ignorant of and denys that he
ever made any Application to the Defendant to buy the said
Watches or any ways to be Concerned in the Purchase thereof
with him but that the first intimation or thought that this
Replicant had of Purchasing the said Watches was from the
Persuasion and Offer of the Defendant that he would be privately
Concerned with him this Replicant of he would buy them and to
Which he was further led by the Assurance of the Defendant of
a Speedy and Profitable Sale and that the Defendant did readily
and willingly and was rather forward to be Concerned in the purchase
of the said Watches and that it was by the advice of the Defendant
that he was at all Concerned

know which was the reason that the Replicant did borrow the
Monies of the said Father to the Amount aforesaid and that
the Defendant did Readily agree to Sign a Note of hand for
Demand as aforesaid Which Circumstance this Replicant
to observe unto this Honble Court does not at all agree with the
Defendant as he falsly advances that he was Persuaded by
to be Concerned with him in the Purchase of the said Watches
that he did at the same time more than Insinuate any hopes he had
Gaining by the Concern But as this Replicant Can
himself on the Power of a third Person he knows nothing
Gaining from the note of hand Payable on Demand to
Which would be a Weakness the Defendant does not
his said Answer, and this Replicant further saith that all
in the Defendants Answer and by Answer Letters from
this Replicant that the Watches were shown to many Pe
that they remained some time with the Jobbers and were
the said Watches were Purchased by the Defendant and
Replicant that they were Many days on the Defendants
It is strange that there should never have been the Jobbers
Stanted Concerning the reality of the Stones or the
Watches were sold as they were always offered as Genuine
been Offered as such by People of Confirmed Experience
that the Defendant should be the first Person who doubted
being Diamonds however as this Replicant hopes to have
without attempting to prove that they are not and further
Replicant begs to observe that the Defendant did never offer
this Replicant that they were not Diamonds or either be shewn
Watches to Many Persons

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Defendant Cannot be known or because known he always abused this
Replicant because he demanded the payment of this Bond Regarde
what this Defendant Says of this Replicant being a Competent judg
of Diamonds This Replicant Cannot only Say that this Compliment
this Defendant evidently shews the Facility of the Defendant in
altering Mens abilities and Characters to his Purpose for this
Defendant does not nor Cannot Say that this Replicant ever dealt
in Diamonds either for himself or for any other Person and Cannot
Reason to be expected that this Replicant Can have any knowledge
of Diamonds In respect to the Questions inserted in the Defendants
Answer and which he Says he put to this Replicant at the time of
the Making Out of the said Bond beforementioned this Replicant
Saith that no Particular questions were ever Put to this Replicant
Relative to the goodness of the Diamonds or otherwise and to shew
unto this Honble Court that it had never been the Subject of Enquiries
or Conversation this Replicant begs leave to give unto this Honble Court
a Copy of a Certificate drawn out by the Defendant at the time the
said Bond was made Out a Duplicate whereof is in this Replicants
Possession to be Produced unto this Honble Court on a future time

This is to Certify that I Nawabzaman Pauperah Bannoy
have received of Mr Thomas Chambers Attorney a Bond for Six
hundred Pagodas Current of Madras Payable three Months from
the date hereof in Consideration of Four Watches Sold this Day to the
said Mr Thomas Chambers In Witness whereof I have hereunto
Set my hand this 28th Day of October 1770. Signed A Pauperah Bannoy

a true Copy
Robt Pringle
Lewis De Maple

Pleas for the Replicant

Prayed that for all Time not only to be deprived of their Property but
Case where as greatly and legally entitled to have should have be
and Witness to Dispute a good Debt and to a Dangerous Presse
Evidence by Attempting to swear and Spirit them of this Court
Advancing the Most Atrocious Subornation before a Court
Injury done and intended to this Petitioner the hopes that
Court will be Pleased to take into Consideration and to
with Exemplary Cost Some other Method or Course
the Defendants and Answer this Petitioner does not doubt
to Petty suits and hopes that this Honble Court will
said Bond and his just Demands thereon

All which Matters and things this prese
are as such Manner and form as this Honble Court
Oppress and award said Prayer as in and by his
hath already Prayed

Henry
Attorney for the

Filed 2nd July 1771

The Answer of
Pasqua Roman of Mahe
to the Corfe Bill of Complaint
Cross the Attorney of this

This Defendant now and at all times
saving and reserving to himself all and all manner of
Advantage of Exception to the many Errors and
and Imperfections
Answer unto

Cross-bill exhibited against this Defendant by the said Complainant for the
Sum of Six hundred Pagodas as mentioned in the Complainants Bill
but that the said Bond is not now in the Possession of this Defendant
But the same was deposited and delivered into this Honble Court on the
fourth day of January last as Appears by the Records of this Court of that
Day And this Defendant further saith that the said Bond was
Granted by the said Complainant of his own free will and Consent
for the Consideration of Two Watches to him delivered on the Twenty
Eighth day of October which was in the Year of Our Lord One thousand
seven hundred and Seventy as Appears by a Duplicate of a Cobsfram
Setting for the same Acknowledge by the Two Original Witnesses
on this Defendant Possession to be produced before this Honble Court
on due time And Whereas the Original is in the Possession of the
Complainant a Copy of the said Duplicate this Defendant begs leave to
Annex hereunto for the Inspection of this Honble Court and prays that
the same may be admitted as part of this his Answer.

10 This is to certify that I Auvadanum Pougiadi Bramine
have received of Mr Thomas Chambers Attorney a Bond for Six hundred
Pagodas Current of Madras Payable three Months from the date hereof
in Consideration of Two Watches Sold this day to the said Mr Thomas
Chambers In Witness whereof whereof I have hereunto Set my hand
this Twenty Eighth day of October One thousand seven hundred and
Seventy

Auvadanum Pougiadi Bramine

R. Pargeter
Josp. Mesnade

Whereby this Defendant Conceives that there
does not Appear the least doubt or fraud whatever in the above

Which he said Sum the Complainant has since paid unto this Defendant.
And this Defendant further saith that he bought the said Watches
Jointly with the said Complainant and that they did purchase the
said Watches of One Lawson Chief mate of the Company Ships Worc
and that the Complainant and Defendant did Purchase the said
Watches with the Amount of a Sum Sterling borrowed by this Defendant of
his Father Nowdanauna Cotanda Ramiah and that the said Compt
did in Consequence of the said Amount borrowed Sign a Joint note of
hand with this Defendant Promising to pay with Interest the sum
of Six hundred Pagodas unto the said Nowdanauna Cotanda Ramiah
or his Order on Demand and this Defendant further saith that the
Complainant and this Defendant did Purchase the said Watches
for Gold Operators and that the Outside Cases of the said Watches were
Ornamented with Diamonds and that the said Watches were the joint
Property of the Complainant and this Defendant from the time of the
Day of July which was in the Year of Our Lord One thousand seven
hundred and Sixty Nine until the Twenty Eighth day of October
One thousand Seven hundred and Seventy when this Defendant having
settled the payment of the above Note of hand with his said Father
Nowdanauna Cotanda Ramiah because the Complainant was not
able to discharge the half of the same being to the Amount of three
hundred Pagodas which he was indebted unto the said Nowdanauna
Cotanda Ramiah by the Note he had jointly Signed with this
Defendant this Defendant did then agree with the said Complainant
to let them have his half Share and Property to the said Watches and
that he should have the Whole and Sole Property of them of the same
Given him a Bond for Six hundred Pagodas being the Amount of the
Joint Note of hand given by the Complainant and this Defendant as
above and to which he Prays that the Complainant

Granted by the Complainant for the other Consideration
for two Watches Sold which this Defendant hopes further
Appears because that the Body of the above mentioned Certificate
the Seam of the same was both under and Work with the hand
of the said Complainant which said Original Certificate this
Prays may be produced before this Honble Court by the said Complain
and of the which Hodge that he hath not such Certificate in
Possession that he may dispute and declare on what Purpose
Certificate it was and whether there was or was not such Certificate
Prays that upon the Sale of the said Watches subsisting
the before mentioned Copy of the Duplicate in the Defendant
Possession as above Copy And this Defendant further hopes
Prays that upon the same Watches or Transactions any
Relating to the said Watches Now in question that this Honble
will be pleased to refer himself to the Answer Affidavit
Defendants Replication to the Answer of this Complainant to the
Original Bill of this Defendant which said Replication
Defendant prays may be Admitted as Part of this his
And this Defendant by way of Answer Saith that it is
that the said Bond was granted unto him by the Complain
that the Complainant was then at that time answered
into him in the Sum of Twenty Eight Pagodas and upwards
Answer which this Defendant Cannot minutely
as he has forgot the day thereon was paid and therefore
to make any just Calculation of the Interest on the same
and from thence Arrives his ascertainty of the said Debt
the Account is as follows

To One Cambridge Waistcoat ... Pagd. 10
To a Cannister of Tea ...
To Cash lent the Complainant ...

Order the Consideration of this Honble Court but that the said Justices of the peace Seeing through the designs of the Complainant and that he being no Stranger pon[e] than his own word, did judge that the Complainant Ought to pay unto this Defendant the Amount of his said Bond &c
And this Defendant further saith that at the time and before the said Justices of the peace he did Produce men of knowledge and Experience in Diamonds and that they did there before the said Justices of the Peace Depose that to the best of their knowledge the Stones on the Backside Cases of the said Watches were true Diamonds, with Regard to what the Complainant says that this Defendant is a good judge of Diamonds that Cannot be as he has neither ever made it his business to buy or sell Diamonds for himself or for any other person and that he has never had any Opportunities of becoming Acquainted with the Singularity of Diamonds. And save any other matter or thinge further Contained in the Complainants Bill this Defendant does therein Craves leve to Answer unto as he Sayes he has brought the deceitfull and fraudulent designs of the Complainant to open day and that it Can no longer be doubted but that this Attempt of the Complainants is done with this View but to wrong this Defendant of his property by a false Pretence which he has neither offended or endeavoured to Prove which with his Submission unto this Honble Court is a Mark of Guilt to be Apparent and to be observed this Defendant therefore Prays that this Honble Court will be pleased to Consider the same and Censure this Defendant in his just Demands.

All which matters and thinge this Defendant is Ready to be prove maintained and averred as this Honble Court shall award and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf

Wm Hunt

Filed 20th Augt 1771

The Rejoinder of Thomas Chambers Gentleman one of the Attorneys of this Court for the Defendant to the Replication of Nundcomar Purporting to be a Copy of Moses Isabell Esqr

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit of Exception to the many Errors Uncertainties and Insufficiencies in the Complainants said Replication contained for Rejoinder thereunto Saith that he will aver Justify and prove all and singular the Matters and things Confessed by this Defendant to be good Certain true and sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby set forth and alledged and that the said Replication is very uncertain Evasive and insufficient for this Defendant to make any further or other Answer thereunto and this Defendant refers to the Bill Answer and other Proceedings had in this Honble Court Concerning the Complainant and this Defendant as he the Complainant hath set forth in his said Replication this Defendant begs leave to Rejoin thereunto Specially That Defendant is not Indebted to the Complainant in the Sum of Two hundred Pagodas or in any Sum of Money whatsoever as in and by the Complainant in his Bill of Complaint and which he insists on in his said Replication this Defendant saith that in his Answer to the Complainants Bill of Complaint Particularly set forth the Agreement or Contract that was between the Complainant and this Defendant that the said

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this Defendant did ever Propose to the Complainant to be Concerned with him in any Dealings or Business but on the Contrary the Complainant did frequently offered he would Instruct this Defendant in something to his Advantage and this could be done by way of return for the many Obligations this Complainant was under to this Defendant, and with regard to what the Complainant says about this Defendant depending upon the Acquaintance he had with Several Persons who Attended the Nabob to dispose of Goods to the Nabob, must Appear very Ridiculous, for it is well known that this Defendant never had the least Intercourse with any Person who Attended the Nabob, Except One Friend, which is Mentioned in this Defendants Answer to the Complainants Bill, and that this Defendant does Positively deny that he ever did mention the Sale of any goods to the Nabob either directly or Indirectly unto the Complainant brought to this Defendant the Watches now in Question, and there this Defendant told the Complainant the Very same as is Set forth and Sworn to in this Defendants Answer, to which he refers and humbly begs leave to refer this Honble Court and that the Assertion made use of by the Complainant in the said Replication is unknown what the Complainant Says about this being Applied to by Mr Lawson Chief mate of the Company's Ships Orderly to sell or dispose for him or in his Account Two Gold Repeating Watches Set with Diamonds, this Defendant does not know whether ever Such an Application was made to the Complainant or not for the Complainant did not at the time he showed the Watches, now in Dispute, to this Defendant, Mention either Mr Lawson or any other Persons Names Concerning them, but told this Defendant that he Could Exchange Machine for them by which he should get Twenty five p Cent profit, and the Watches would then Cost him Six hundred Pagodas as is Truly and truly Set forth in this Defendants

Application to the Complainant to prove how or this Complainant or any Other on his Behalf by what meant Oppose, and why is Very Absurd for the Complainant to Allege that on Reason he the Complainant did so there being the Watches to this Defendant for his Opinion of them, or that at the the Complainant did afterwards Purchase them from any prospect he had of Disposing of them Otherwise than as hath so Set forth in this Defendant Answer to the last and Lowest and does prove the Assertion made use of by the Complainant to be untrue; and as Regard to what the Complainant has Alleged in his said Replication Concerning this Defendant Mentioning that he Could Sell the said Watches for Ten Pagodas and that he desired he might keep them a little while to shew to his friends, this Defendant Denies Saith that he Neither mentioned Ten thousand Pagodas nor that he had friends to shew them to, and that such Assertions are without this Defendant said Concerning them at that time nor do they Come as is Set forth in his Answer to the Complainants Bill this Defendant does not Exactly recollect how many days the Complainant let the said Watches remain with this Defendant Neither is it Material, for they were Only left with this Defendant to have the inside work Examined by the Jobbs Watches and that was done in Order that the Complainant might be Deceived in the Watch movements in the Inside and that the Profits of the Complainant, without ever Considering that this Defendant might or might not be Cheated in the Price they were Purchased by the Complainant this Defendant Positively Denys that he Told at any time either before or the Complainant had Purchased the said Watches that he

to be Cautious with respect to the Diamonds as they were According to what the Complainant Sayes of Great Value, and so far from this Defendant encouraging the Complainant to Purchase them, or giving him the least Authority to do so on Account of the Complainant and this Defendant Secondly, that this Defendant did not even Suspect that the Complainant would have Purchased them at all, even at the time she returned them to the Complainant, and whether the Complainant did or did not take the said Watches to some Diamond Brokers as he Sayes he did this Defendant does not know, but if he did take the Opinions of the Diamond Brokers (which this Defendant does not by any means Admit that he did) and they were Men of Experience and Competent Judges of Precious Stones, as the Complainant sets them forth to be, it is Very Strange they should be so far deceived as not to know whether they were or were not real Diamonds, and this Assertion Made use of by the Complainant is Doubtfully an Impeachment on the Judgement and Integrity of those Diamond Brokers to whom he Applied for their Opinions Concerning the goodness and Quality of the Ornaments on the Outside Cases of the Watches (if any such there were) and with respect to what Passed between the Complainant and Mr Lawson, about the the Purchase of the said Watches or what the Complainant gave in Exchange for them this Defendant does not know Neither did he hear any thing About it till the Complainant brought the Watches to this Defendant and told him he had Purchased the Watches for Muslins by which Barter or Exchange the Complainant told this Defendant that he had gained a Profit of Twenty four p.r Cent, and that the Watches then Cost him Six hundred Pagodas as is Set forth and Stated in this Defendants Answer, and this Defendant also denies that the Complainant did ever mention his Father either about the Watches or Muslins till After this Defendant was to

the Purchase of the said Watches, which, with Submission to this Hon^ble
Court, does of itself Plainly and Clearly Refute every Observation made
Use of by the Complainant to make it Appear that this Defendant
Was Concerned in the Purchase of the Watches before mentioned, and
with regard to the Note of hand which the Complainant takes notice
of in the said Replication this Defendant begs leave to refer to his
Answer to the Complainants Bill, for every Circumstance relative
to it, and that the said Note of hand is still detained by the Complainant
from this Defendant, and with regard to what the Complainant
says About an Agreement having been entered into between this
Defendant and the Complainant Concerning the Watches in
Question, this Defendant Saith, that he does remember there was
a Memorandum made, and to the best of his knowledge Wrote and
Given by the Complainant to this Defendant only to Shew that this
Defendant was Interested in any Profit that Might Arise from
the Sale of the aforesaid Watches which Memorandum this Defendant
Put into a Hand Escritoire Amongst some other Memorandums, and
as he had at that time the greatest Confidence in the Complainant
and that he would not dispute this Defendants Right to any
Profit that might Arise from the Sale of the said Watches, and
More Especially as the Complainant had first made this
Defendant the Offer of such profit this Defendant never took any
further care about it, and as he cannot now find it he does suppose
it has been destroyed along with several other useless Papers, and this
Defendant begs leave to observe that the paper or Memorandum to how
Notice of by the Complainant has not the least Connection with the
Merits of the Present Cause Because the Present Action is Commenced
upon a Bond of a Subsequent date, and for a Subsequent
Transaction to the Memorandum in Question, and the Complainant
Might with as much Propriety have

Pagodas was been Offered for them, it would Very Readily have been
Consented to both by this Defendant and the Complainant and this
Defendant does Verily believe that the Complainant was never told any
such thing, and that he the Complainant does not believe that such a
Present was ever Offered by the Nabobs Eldest Son, and that he the said
Complainant has made use of that Assertion in his said Replication
by way of an Attempt to serve his Own Private purposes, without
Paying the least Regard either to Truth or Justice, and further this
Defendant Saith, that as the regard to the Copy of the Letter which
the Complainant has inserted in his said Replication which he
says he sent to this Complainant on or about the Twentieth day of
July One thousand Seven hundred and Seventy, and thereby says
that there was Offered Six hundred Pagodas for the said Watches and
further says that he told this Defendant that if he did not Approve of
that Price he this Defendant might have them at that price, and that
the Complainant also says in the said Letter that he Charges the
Thirty two Pagodas and Twenty One Fanams in which the former
Part of this said Replication is true Acknowledge that he neither
had nor would make any Charge of it, By way of Rejoinder thereto
this Defendant Saith, that he Positively denies ever receiving any
such Letter either from the Complainant or any person whatsoever
and that he this Defendant never Knew Neither does he believe
that the Complainant ever wrote the said Letter Except he did so
Since the Differences arose between this Defendant and the
Complainant, and that the same is Artfully and Unjustly
Introduced by the Complainant with intent to hurt and prejudice
this Defendant both with respect to his Reputation and Property
This Defendant Saith that he does Very well remember the
Complainant wrote a Note to him

Prove to the Satisfaction of this Honble Court, Notwithstanding the
Complainant says "that this Defendant Neither can or has dared to
Attempt to prove by any One Circumstance Mentioned in this Defendts
Answer" from such an Assertion the Complainant does not only
Proove himself Ignorant of the Merits of this Cause, but more so, of the
Regularity of the Proceedings in of this Honble Court; for in the opinion
of this Defendant, the proceedings in this Cause is not Yet at a Period
for proof, and therefore it would have been time enough for the Complt
inant to have Introduced that Observation, when the Cause was
at Issue. The Complainant further says in his said Replication that
it was by the advice of this Defendant that he purchased the Note now
Now in Dispute and also says that he told this Defendant he had no
Money, and that this Defendant desired the Complainant to borrow
the Money any where, and that he would give him Joint Note of hand
with the Intimation that Complainant Very Artfully designs this as
the Very Reason that Induced him to borrow the Monies of his
Father, and that this Defendant did Very readily Sign the Note of
hand to his said Father for the same to which this Defendant
saith that not any Word which is therein Recited by the Complainant
is Absolutely False, and that the Circumstances relating to the
Note of hand Mentioned by the Complainant is particularly
set forth by this Defendant in his Answer to the Complainants Bill
to which he has humbly Begg leave to refer this Honble Court, and
further, with regard to the said Note of hand this Complainant says
it is little likely that a Man would put himself in the power of
a third Person, he knows Nothing of by giving him his Note of
hand Payable on his Demand to borrow Another and Continues his
Remark by saying, it would be a Weakness which this
Defendant does not discover in

Diamonds of a good Quality and Warranted to be such by the Person who Sold them; And therefore it was not this Defendant who first Suspected them not to be Diamonds but on the Contrary for he till then thought they were Diamonds and ever since the Complainant had all along represented and Warranted them to this Defendant, and the Complainant Afterwards Confessed he having Sold them to this Defendant for Diamonds of a good Quality, and said they were Worth Four hundred and Eight Pagodas or thereabouts if they were taken Out of the Cases, as has Already been fully Set forth in this Defendants Answer to the Complainants Bill, This Defendant also Saith that he Acquainted the Complainant that the Stones on the Outside Cases were not Diamonds and Represented to him the Convergeance that Might Allowed one to Imagine Preceding This Defendant denies that he have ever either shewn or Used any Facility in Altering Stones Abilities and Corrective to his Purposes as is Very Unjustly Alledged by the Complainant in his said Replication and that such an Assertion is Malicious and Scandalous, and therefore this Defendant humbly Prays this Honble Court will be pleased to Order the same to be Expunged, and this Defendant does still more Aver that the Complainant was and is Reputed a good Judge of Diamonds, and to this Defendants own Knowledge the Complainant was present and Looked Over many Diamonds which were bought and Sold during the Space of Two Years and Upwards, that this Defendant and the Complainant were together in the Accounting House of Mr Master and that he was Generally Looked upon to be a Judge of Diamonds, as to the Copy of the Certificate which the Complainant has annexed to his said Replication and Craves it self prove the Sale of the Watches

Grown on Consideration for the said Watches and that Defendant does Not Maintain that there was Many Conditions past by the Complainant concerning the Watches now in Question and at the time when the Complainant Sold them to this Defendant and that the Complainant Sold the said Watches to this Defendant for Gold equal to what was on the Outside Cases with the Diamonds of a good Quality which this Defendant doubts not to prove to the Satisfaction of this Honble Court on Hearing, And this Defendant further Saith he cannot be to the said Answer he hath Already said and doth and will Aver and Maintain all and every thing and things therein Contained to be true and Certain in such Manner and form as they and every of them are therein Alledged and Set forth.

All which Matters and things this Defendant is Ready and willing to Aver Maintain and prove as this Court shall Direct and Most humbly prays as he hath Already Prayed

John Sykes

P Saunders

Solrs for the Defendt

Filed 20th May 1771

The Replication of Thomas Chambers Complainant to the Answer of Thos Sykes Defendant to the Complainants Bill of Complaint

Thomas Chambers Complainant

and Advantage of Exception to the many Untruths Errors Uncertainties Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that he will Aver Justify maintain and Prove his Bill of Complaint and all and Singular the matters and things therein Contained to be good Certain true and Sufficient in the Law to be Replyed unto in such manner and form as the same are therein and thereby Set forth and Alledged and that the Answer of the Defendant is Very Untrue and Evasive, and this Replyant further Saith that the Bond or Obligation which the Defendant has Sued this Replyant for in this the said Defendants Original Bill of Complaint and which is Also Set forth in this Replyants Cross Bill of Complaint Against the said Defendant was Obtained by the Defendant in a Deceitfull and Fraudulent Manner as is fully and Particularly Set forth in this Replyants Answer to the Defendants Original Bill of Complaint to which said Answer this Replyant humbly prays a reference and in Reply to what the Defendant Saith about the Certificate regarding the Sale of the Watches mentioned in this Replyants Original Answer and Cross Bill of Complaint, this Replyant Saith that that the Certificate it self doth prove that the Defendant did Sell the Watches now in Dispute to this Replyant, and that the Bond also in Question was given for and in Consideration of the said Watches and this Replyant doth declare and Doubts not to prove to the Satisfaction of this Honble Court that the said Certificate was Made Out after the Sale of the Watches and the Execution of the Bond which was given for and in Consideration of them and that the said Certificate did not nor does not in the least regard the Questions Asked the Defendant before he Actually Sold the said Watches to this Replyant for after the

Note of those Cancelled which the Defendant had Power
from this Replyant on the Manner as Sett forth in the Defendant
Original Answer, but the Defendant Pretended both of these
Note of hand at home and that he would send it along with the
said Receipt for the Ballance which this Replyant believed
him. But this Replyant then told the Defendant, that he could
have some Acknowledgement to Certify that the said Note
was then become Void, and Accordingly the Certificate which
Defendant Matthews now Answers not and Signed without
any Other Affidavit to the Payment and Sale of the Watches
the Credit here of them which related to thereof Note
as have Already been Mentioned, and this Replyant hopes
Observe to this Honble Court that the Defendant does not
and Unanswerably Declare from this Replyant the
of have in his Answer the reason the Original Certificate
Delivered up to the Defendant this Replyant Refers
that he had any Concern with the Defendant in the purchase
Watches now in Dispute, or that he ever knew to whom they
belonged, until Many Days after the Defendant had purchased
himself, and on his own Account, and whether the Defendant
or did not purchase them of Mr Dawson, and whether he
Matthews for them in Exchange this Replyant does not
know, for he has no other Authority that the Defendant
but this Defendants Bare Assertion, on which this Replyant
Watches never can on future Place the least Dependance
Replyant will having the least Concern, Interest or Knowledge
of what the Defendant did or Contracted to this Purchase of the
Watches, He does not

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Ornamented on the Outside Case
Reply to what the Defendant in his said Answer says Concerning
them; This Replyant begs leave to remark to this Honble Court,
that the Watches now in Question have the Name of the maker
Engraved on the Dial Plate Viz[t] Mitchelson London and
that Mr Dawson of whom the Defendant says he purchased
them, was Chief Mate of the Honble Companys Ship Osterly
Admitting this to be the Case, it does not hold good, on the either
Reason or Justice, that the Maker of the Watches would Sell
them to Mr Dawson for Gold Repeating Ornamented with
Diamonds, Unless they were so, for if they had Really Sold them
for Diamonds Knowing them to be Otherwise, not Only his
Character and Reputation would be intirely Ruined, but himself
and his property would also be Subject to the Laws of this Country,
Wherein in such Cases are Very Severe and Severe, and cannot also
be Supposed that Mr Dawson would sell the said Watches to
either the Defendant or any Other person for Gold Repeaters
Ornamented on the Outside Cases with Diamonds, Unless he had
Actually bought them for such, and More Especially as he
Sold them at a place and on the Very Employ in which it is
Reasonable to Suppose he Intended at that time to Continue; and
therefore any Advantage he could gain by an Artifice or Deceit
of that Sort, Can never be put in Competition with either his
Character or the Advantage he might make in future by Trading
on the Principles of Honor and Justice, and as a further and
Distinct Strongen Reason why the Defendant did not purchase
the said Watches for Gold Repeaters Ornamented with Diamonds
of the said Defendant has always refused to Produce

Which this Replyant Saith that it is an Absolute Bargain
and Sale Made by and between this Replyant and the
Defendant, and that it does of itself make Void all other
Agreements formerly Made between this Replyant and the
Defendant Concerning or any ways relating to the Said Watches
Which the Defendant did Actually and Bona fide Sell unto
this Replyant for Gold Repeaters Ornamented on the Outside
Cases with Diamonds of a Good Quality and for and in
Consideration of the said Watches being so Sold by the said
Defendant to this Replyant, he this Replyant did thereupon
Grant unto the Defendant a Bond or Obligation for Six
hundred Pagodas which is the Very Bond which the Defendt
has Sued this Replyant for, and also the Very same Bond
Which this Replyant did File a Cross Bill of Complaint
Against the Defendant for an Order to have the said Bond
Delivered up to this Replyant and with respect to what the
Defendant Says about the Justice and the other matters relative
thereto the greatest part thereof is False; and that it does not by
any Means Concern the Merits of the present Matters in
Dispute, and this Replyant further Saith that as to each part
of the Defendants Answer which this Replyant hath not
Replied unto the same being Evasive and Immaterial and
Prays the Judgement of this Honble Court thereon

All which Matters and things this Replyant
is Ready and Willing to Aver Maintain and Prove as this
Honble Court shall direct and Most humbly prays as in and
by his said Bill of Complaint he hath already Prayed

John Sykes

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Filed 5th October 1771

The Amended Cross Rejoinder of Defendant Page to Rejoinder of the Replication of Thomas Compton

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Replication contained, for Rejoinder thereunto or unto the Matters and things therein contained or to any of them this Defendant is ready to aver maintain and prove all and singular the matters and things in his Answer contained to be good certain true and sufficient in the Law to be Replied unto and answered unto by this Defendant in manner and form as the same are therein and hereby set forth and alledged and that the said Replication is very uncertain and insufficient in the Law to be Replied unto and this Defendant maintains and by his Answer he has already declared that the Complainant is justly and truly indebted unto this Defendant for the sum of Two hundred Pounds being the Principal of the Complainants Bond granted by him unto this Defendant with the Condition thereon which is further confessed and acknowledged by the Defendant in his Answer to this Defendants Cross Bill of Complaint that the said Bond was granted by him unto this Defendant and which this Defendant says was and is justly and lawfully granted by the Complainant and this Defendant denies that the same was obtained any ways unjustly or unlawfully on the Contrary this Defendant says that the

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Defendant says that the said Watches in question were agreed by the Complainant and this Defendant jointly and that this Defendant did Procure the same at the Instance and desire of this Defendant and that this Defendant did readily and willingly become a joint owner in the said Watches and that it was by this Defendants Importunity and desire of this Defendant that he did borrow the Money of his Father Alexander Edmund Ramsay in manner already Mentioned in his Answer to pay for the same, and for which the Complainant did accordingly sign a Note of hand jointly with this Defendant in favour of the said Alexander Edmund Ramsay and that there was nothing either compulsive or coercive on the part of this Defendant to procure this Complainant to sign the same, and this Defendant saith that he readily Acquits the Complainant of any Good Services or Solicitations in this behalf as he is accused by this Defendant the Obligation being rather done from the Complainant to this Defendant as it was by his own and at this Particular Instance of the Complainant that he borrowed this Money to pay for the Watches, by which he had no regard to Gain to this Defendant, and Regarding what the Complainant saith that he knows nothing of the Circumstances of the purchase of the said Watches until long after they were bought, and that he does not know that they were Purchased with the Monies &c. further than by this Defendant save as aforesaid save only what is herein after admitted by the Complainant is pleased to say he can answer conjecture place the least Dependance on, this Defendant saith that the Complainant was Acquainted of every Circumstance previous to the purchase of the said Watches both as to the persons of whom they were bought and the Commodity with the price they were Purchased, and the Complainant and Companions of the

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being Commenced with Diamonds does not at all prove that they
are not really as are Above Charged by the Complainant
and this Defendant avers that the reflection Cast on him by the Complt
in endeavouring to Charge this Defendant to produce the
Invoice is cruelly malicious as the Complainant well knows he
Never had One, this however can as little affect this Defendants
Cause as any of the scandalous and malicious Contents contained
in the said Bill which this Defendant Charges to be impertinent
Respecting the joint Note of Agreement Concerning the Purchase
the said two Watches in question and which this Defendant Cannot
set forth at the time of delivering in his Answer into this Honble
Court, and therefore prays Oyer of the same times and that the
same may be read and given to each the Complainant and Defendant
that the Complainant might produce that which he had in his
Possession, which the Complainant has however declined doing
Alledging for reasons given by him, which this Defendant is
not Conscious of, and therefore humbly hopes this Honble Court
will Order the said joint Note of Agreement and is ready and willing
to be produced before this Honble Court in due time, and this
this Defendant begs leave to Answer Interrogatory and prays
the same may be Admitted as part of this his Rejoinder

To the Seventh Charges and Saying Defendant has
Not Purchased a pair of Gold Repeating Watches Commonly called
Diamonds for the sum of Six hundred Star Pagodas for which
he has given his joint Note of hand Payable to the Defendant
Romiah Order on Demand and we do hereby agree to Contribute
equal Shares of Profit or Loss that may attend the Sale of the
said Watches as Witness our hands this 18th day of July 1764

The foregoing Instrument is Contradictory to every thing said by
the Complainant denying in being Concerned in the Purchase of the said
Watches of his being ignorant of the quality of the Ornaments on the
Out Side Cases and that the said Watches were not Purchased on this
joint Account to Share the Profit or the Loss on the same equally for the
Complainant in his Rejoinder to the Original Replication of this
Defendant saith that the said joint Note in question did expose that
he the Complainant was to be Interested in the Profits only which
might Accrue on the Sale of the said Watches &c.

This Defendant further begs leave to observe that the foregoing
Joint Note is a Confirmation of all this Defendant has before on
his Part during the Proceedings in this Cause Happening under
the Defendants perusal and that he was jointly and equally Concerned
in the Purchase of the said Watches with this Defendant and that
he did buy them as Gold Repeaters with the Ornaments be of Diamonds
on the Out Side Cases and further that the Profit or Loss
on the Sale of the said Watches were to be equally Sustained by the
Complainant and this Defendant as proved Partners in the same

He further appears by the foregoing Agreement that the Watches
were the Property of the Complainant and this Defendant from the
Eighteenth Day of July which was in the Year of Our Lord One
Thousand seven hundred and Sixty Nine until the Twenty fifth
Day of October in the following Year for which this Defendant Charges
four Months of the Day on which the Complainant did purchase
this Defendants Share in the same by giving him the Bond in
Pagodas being for the Sum of Six hundred Pagodas which he says
the Complainant did not ever pay any sum or sums on Account of the
Purchase of the said Watches being the Amount for which the said
Watches were Originally bought by the Complainant and this

Principal and Interest of the said Bond is Very unjust and Improper
and ought to be set aside to which the Complainant can have no Reply
this Defendant Original Replication and Praying that same may
therefore may be expunged this Defendant saith that the Assertions of
the Complainant of this Defendant having obtained the said Bond
on false pretences by fraud deceit and deceitful means is altogether
in the Maintainence of this Property and Right to which he can
the same cannot be he could not well do without Speaking these
further he would otherwise conceive to have been Silent and this
Defendant Prays that the same may stand good and just for
Well as all other Matters and things set forth and Declared by
this Defendant and that the Complainant may be Decreed to
Satisfy this Defendants Demand as he hopes to have and the
same Appear Just and Lawfull

All which Matters and things this Defendant is
Ready and willing to Verify to Maintain and prove as this
Honble Court shall Direct and most humbly prays as in and
by his said Answer he hath already Prayed

Hen: Du Pre
Attorney for the Defendt

Filed the 30th April 1730

To the Honble the Chief
Justice and Judges of His
Majesties Court of Common
Pleas

Humbly Complaining Sheweth unto this
Honble Court Your Orator Andrew Fenwick Esqr
Assignee of Thomas Chambers Late of Charles Town
Merchant deceased that whereas the said Thomas
Chambers in his Life time and at the time of his
Death was Justly and Truly Indebted unto Your
Orator in the Sum of Two Thousand Pounds
Current Money of this Province by Bond bearing
Date the Twenty Eighth day of December in the
Year of our Lord One Thousand Seven Hundred
and Twenty Six Payable to Your Orator or his
Assigns on the Twenty Eighth day of December
then next following as by the said Bond Relation
being thereunto had may more fully and at large
appear And Your Orator further Sheweth that
the said Thomas Chambers Departed this Life
Intestate and Left Mary Chambers his Relict
and Executrix and Henry Du Pre Esqr and
William Harrison Executors in his Last Will
and Testament named who have Proved the
same and taken upon themselves the Execution
thereof and Your Orator is Informed that the
said Executors have Possessed themselves of
a Considerable Personal Estate of the said
Thomas Chambers Deceased Sufficient to
Satisfy the said Bond and Your Orator
hath Frequently Applied himself to the said
Executors for Payment of the said Bond
but they have Refused and Neglected to
Pay the same Wherefore and for that
Your Orator is Remediless in the Premises
at the Common Law and Cannot have
Discovery of the Estate and Effects of the
said Thomas Chambers Deceased but by the
Assistance of this Honble Court Where
Matters of this Nature are Properly
Cognizable and Determinable To the End
therefore that the said Executors may
Answer the Premises and Upon Oath
Discover the Estate and Effects of the
said Thomas Chambers Deceased which
Came to their Hands and Possession
and how the same hath been Applied
and Disposed of and that they may
Come to a Just and Fair Account
with Your Orator for the same and
Pay unto Your Orator what shall
appear to be Justly Due to him on
the Balance of such Account with
Interest for the same and Costs of
this Suit May it please Your Honours
to Grant unto Your Orator His Majesties
Most Gracious Writ of Subpoena to be
Directed to the said Executors Henry
Du Pre Esqr and William Harrison
Commanding them and Every of them
at a Certain Day and under a Certain
Pain therein to be Limited personally
to be and Appear before Your Honours
in this Honble Court and then and there
to Answer the Premises and to Stand to
and Abide such Order and Decree therein
as to Your Honours shall seem Meet
and Your Orator shall Ever Pray &c

Andrew Fenwick

Filed the 30th April 1730

the said Henry Du Puy and William Harrison thereby by Common
Order there at a certain Day thereunto to be Limited Personally to be and
Appear before this Honble Court then and there to Shew Cause why the
said Suit Should not be revived and further to Stand to and abide
by Such Order Direction and Decree as to this Honble Court shall
Seem Meet

30th April 1773

Henry Du Puy
Attorney for the Complainant

This Bill was Sworn to in
Court the Day of Aforesaid
Let a Summons Issue returnable
Next Court Day

John McPherson

Filed the 30th April 1773

Did Answer thereto and did also Reply to the said Answers of the
said Thomas Chambers, who, did rejoin to the said Replications and
Reply unto the said Answer and Issue was joined after the said
Awadanum Paupiah Brammey did Rejoin unto the said
Cross Suit brought by the said Thomas Chambers, and Sundry
Rules Passed for the Examination of Witnesses and Witnesses
Were examined, but before Publication could pass the said Thomas
Chambers Departed this life, Whereby the aforesaid Cross Cause
brought by him as aforesaid Against the Said Awadanum
Paupiah Brammey did abate, and Your Orators by Right of their
Executorships and having Obtained Probate of the Last Will of the
said Thomas Chambers are become entitled to have the said Cross
Suit revived Against the said Awadanum Paupiah Brammey
To the End, therefore that the Said Awadanum Paupiah
Brammey may shew Cause if he can why the said Cross Suit
brought by the said Thomas Chambers so abated as aforesaid
Should not stand revived Against the said Awadanum
Paupiah Brammey and be in the same Right and Condition
as it was at the time of the Decease of the said Thomas Chambers
and that the same may stand Revived Accordingly

Humbly Pray this Honble Court to grant unto
Your Orators a Summons to be Directed to the said Awadanum
Paupiah Brammey thereby Commanding him at a Certain
Day thereunto to be Limited personally to be and Appear before this
Honble Court then and there to shew Cause why the said Cross Suit
Should not be revived and further to stand to and abide by such Order
Direction and Decree as to this Honble Court shall seem Meet

30th April 1773

Henry Du Puy
Attorney for the Complainant

This Bill was Sworn to in Court the Day
of Aforesaid Let a Summons Issue thereon
Returnable Next Court Day

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Interrogatories to be administered to be exhibited on the Part of the Complainant before the Examiner of this Court in a certain Cause now depending and at Issue wherein Awardaumma Poupiah Brahminy of Madras Inhabitant is the Complainant and Thomas Chambers of the same Place Gentleman is the Defendant on the part and behalf of the Complainant

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

2d Have you or have you not seen the Watches mentioned and Described in the Bill of Complaint in this Cause if Yea when where how and by whom were the said Watches so shewn and presented unto You if Yea declare what you know concerning the same

3d Did the Complainant or did he not Shew and Propound the said Watches unto You offering the same to Sale if Yea declare fully and particularly what passed between You and him concerning the same and whether he did not Propound and Proffer to sell You the said Watches and if You did or Did not offer to Purchase the said Watches of the said Complainant if Yea then declare the Amount and for what Sum You offered to purchase the said Watches and what passed between You and the said Complainant touching the same

4th Do You know of any other Matter or Thing or have You heard or can You suggest any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Complainant if Yea Declare the same as You know or believe fully and particularly and by what means you came to the Knowledge thereof and whether you are related to or concerned with any of the Parties in this Cause and how and in what manner and as You hope to be saved at the Day of Judgment declare the Truth the whole Truth and nothing but the Truth without Fraud or Covin

Henry Dell

Mayor's Court at Madraspatnam

Awardaumma Poupiah Brahminy of Madras Inhabitant Complainant and Thomas Chambers of the same Place Gentleman Defendant

On the Part of the Complainant

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

Wedoaze Narrain of Madras Merchant Aged 25 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 20th Day of March 1772 Sworn in Person at the Office of Mr Thomas Chambers who is Attorney for the Defendant by Cumdayaden his Servant who also left him a Note of the Name Dwelling 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 that he doth know the Complainant Awardaumma Poupiah Brahminy in this Cause and that he hath to his Knowledge known four Years or thereabouts but that he doth not Know the Defendant Thomas Chambers in this Cause And answers as he is directed to this Interrogatory

To the second Interrogatory this Deponent saith that he has before seen the Watches now shewn and presented to him and this the Time of the Examination that this Deponent does not perfectly remember the Month but that it was about One Year Ago at the House of the said Complainant Awardaumma Poupiah Brahminy and that the said Watches were then shewn and presented to him in the same Black Case that they are now in and by the said Complainant and answers as he is directed to the

To the third Interrogatory

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Note that these Offence to fulfill them the said Watches for the sum of Pagodas and that this Deponent did offer to Purchase the Watches of the said Complainant and that he did not offer to purchase the said Watches on Account of any for the said Watches from the Sum of Nine hundred Pagodas and that this Deponent did offer to give the said Complainant the Pagodas for the said Watches and never can but to this Interrogatory

To the last Interrogatory this Deponent saith that upon the said Complainant Six hundred Pagodas for the said Watches Complainant Wrote a Note but he this Deponent knows not upon our Answer being returned to the said Note Robert Deponent that he should have Agreed that by that Power and therefore he could not Agree to take it and this Deponent went away and more can he not to this Interrogatory

Hall Plumer

Examined

Interrogatories to be ministered on the part and behalf of the Complainant

To Examination Come to Examine

1st. Do you know the parties Complainant and Defendant this Cause or either of them if You know how long have You known the

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Muslins of different Qualities sometime over or about the middle of July which was in the Year of Our Lord one thousand seven hundred and Sixty Nine, If Yea, whose for what Cause or on what purpose Did You so dispose or lend Your said Muslins unto the said Complainant

To Ditto... 3d. Did the Complainant or did he not borrow or take the said Muslins of You, for the purpose Cause and Reason of Purchasing two gold repeating Watches, which the said Watches are now shown and Presented unto You, If Yea, did he or did he not inform and Acquaint You at the time that he so borrowed or took the said Muslins from You that he was or was not going to purchase the said Watches of one Mr. Lawson Chief mate of the Ship Osterly and that the Defendant Thomas Chambers was or was not be engaged and Concerned in the Purchase and sale of the said Watches with him

To Ditto... 4th. Did the Complainant and the Defendant or did not the Complainant and the Defendant give unto You a joint Note of hand Payable on Demand Dated the Eighteenth Day of July one thousand seven hundred and Sixty Nine for the sum of Six hundred Pagodas, If Yea, whose fore, for what Cause consideration or reason did they so give You the said joint Note of hand and if the Note of hand now Shown and Presented unto You is or is not the said Note of hand signed unto You by the said Complainant and Defendant

To Ditto. 5th. Whether the said Complainant and Defendant did or did not give unto You the said joint Note of hand on Consideration and on Account of the Muslins which You did lend unto the said Complainant to purchase the said Watches, and whether the said Defendant did not Agree and consent to sign and give the said Note of hand unto You jointly with the said Complainant on Account of the said Muslins, as if the same had been Wrong lent unto the Complainant and Defendant to purchase the said Watches or how otherwise

To Ditto... 6th. Did You or did You not frequently or at any time or times

Vs.

or Share of the said Note of Hand being the sum of three hundred Pounds

If You, what Answer did the said Defendant make unto Your said Application and Demand —

To 2d. Do You know of any other Matter or thing or have You or can You set forth any thing touching the Matter in Question in this Cause, that may tend to the benefit or advantage of the Complainant? If You Declare the same as You know have been informed together with the reasons of such Your Belief so fully as if You had been particularly Interrogated —

Henry Dell

Attorney for the Complt

Mayor's Court at Madras

Belmon

Examined by Benning of Madras Merchant Complainant and Answer Sworn the same Day and Year Defendant on the Part of the Complt

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

Auwadanum Cottundu Ramah of Madras Coringa Aged 45 Years and upwards being Produced Sworn in this Cause on the Part of the Complainant was on the 16th of March 1772 Sworn on Oath at the Office of Mr Powney Attorney for the Defendant by Candapah his Interpreter who first Interpreted to the Deponent the Oath he was to take and then Interpreted the Interrogatories and Answers to him as follows —

1st

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To the first Interrogatory this Deponent saith that he doth know the Complainant Auwadanum Paupiah Branneny in this Cause and that he hath so known him twenty Years or thereabouts and that he doth also know the Defendant Thomas Chambers in this Cause and that he hath so known him four Years or thereabouts — and more saith not to this Interrogatory —

To the second Interrogatory this Deponent saith that he did sell unto the Complainant Auwadanum Paupiah Branneny a quantity of Muslins of two Different Qualities sometime or about the Middle of July which was in the Year of Our Lord One thousand seven Hundred and Sixty Nine that this Deponent did sell his said Muslins to the said Complainant for the Cause and Purpose of assisting and serving the said Complainant who is this Deponents Son — And who expected to get a good Profit upon the said Muslins — and more saith not to this Interrogatory —

To the third Interrogatory this Deponent saith that the Complainant did take the said Muslins of this Deponent for the Purpose Cause and Reason of Purchasing two Gold repeating Watches which said Watches are now shown and presented to him at this time of this Examination — and that the said Complainant did inform and Acquaint this Deponent at the time that he so took the said Muslins from him, that he was going to purchase the said Watches of One Mr Lawson Chief mate of the Ship Ostenly — and that the Defendant Thomas Chambers was to be engaged and concerned in the Purchase and Sale of the said Watches with him — And more saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith that the Complainant and the Defendant did give unto him a joint Note of Hand payable on Demand dated the Eighteenth day of July One thousand seven

Security of the Payment of the money due for the aforesaid number
and that the Note of Hand now shewn and Produced to this Deponent
at this the Time of this Examination is the said Note of Hand given
unto him by the said Complainant and Defendant — and answers
unto this Interrogatory —

To the fifth Interrogatory this Deponent saith that the said Complt
and Defendant did give unto him the said Joint Note of Hand
Consideration and on Account of the Watches which this Deponent
did sell unto the said Complainant to Purchase the said Watches
that the said Defendant did agree and Consent to sign and give him
Note of Hand Jointly with the said Complainant unto this Deponent
on Account of the said Watches, as of the same had been money lent
unto this Complainant and Defendant to Purchase the said
Watches and more saith not to this Interrogatory —

To the Sixth Interrogatory this Deponent saith that he did not
Apply by Means of the Complainant as he himself does not
Speak English unto the said Defendant demanding Payment
time for the half Share of the said Note of Hand being the Sum
three Hundred Pagodas, and that the said Defendant in Answer
his said Application and Demands constantly put him off
With Excuses, and promises of Payment in a few Days from
time to time — without ever keeping unto his Promises —
Further not to this or the last Interrogatory —

Matt Stevens

Examined

17th

Interrogatories to be Administered
to such Witnesses as shall be produced
and examined in a certain Cause now
Depending and at Issue wherein
Auwadanum Poupiah Bramenny
of Madras Inhabitant is the Complt
and Thomas Chambers of the same
Place Gentleman is the Defendant on
the Part and Behalf of the Complainant

1st Interrogatory Do You know the respective Complainant
and Defendant in this Cause or either of them If You know long
have You to known them and either and which of the condolence

2d Dillo. Do You know, or do You not know the Watches
now Presented and shewn unto You or have You or have You not
before seen at any time the said Watches, or to the best of Your knowledge
and Remembrance have You or have You not seen before the
said Watches or do You or do You not believe that You have seen
the said Watches If Yea, that You have so before seen the said
Watches in whose possession Did You see the said Watches

3d Dillo. Were the said Watches now presented and shewn unto
You were presented and shewn unto You before by the Complainant
Auwadanum Poupiah Bramenny or were they not before shewn
and presented as unto You by the said Complainant Poupiah
Bramenny If Yea that they were or so before presented unto You
by the said Poupiah Bramenny, when, where, how, wherefore, and
for what purpose, Cause, occasion, design, or inducement, where the said
Watches so presented and shewn unto You by the said Complainant
Auwadanum Poupiah Bramenny

4th Did the said Complainant Auwadanum Poupiah

or Pennies Stones with which the Outside Cases of the said Watches
Set and Ornamented or did he not Show the said Watches unto You
way of regarding or Asking of Your Advice as to the goodness
and reality of the Diamonds or precious Stones with which
Cases of the said Watches are Set and Ornamented If You
You tell him or gave him for Answer unto his said enq
unto You by him regarding the goodness and reality
Said Diamonds &c Ornaments of precious Stones with
the said Outside Cases of the said Watches are Set and ornam
and what was Your Opinion thereon

5th Do You know of any other matter or thing touch
or can You Inform the any thing touching the Matters in question
this Cause, that may tend to the benefit or Advantage of the Com
If You Declare the same as You know have been informed
believe, together with the reasons of such Your belief fully
to be here severally particularly Interrogated

Henry D
Attorney for the

Sworn and Examined at Fort Saint George

Borrowed and Received of the Defendant
the Sum of Four Hundred Star Pagodas which he the Defendant
to me or his Order on Demand together with Interest at the
Eight per Cent per Annum as Witness my hand

1772.

This Note of Hand was shown to Muddanum Edavadu Ramah
at the Time of his Examination before mentioned in a certain Cause now
Depending and at Issue in the Honble the Mayors Court at Madras
patnam wherein Muddanum Pauyah Bramin of Madras
Inhabitant is the Complainant and Thomas Chambers of the same
Place Gentleman is the Defendant this 16th Day of March Anno
Domini 1772

Hall Plumer
Examined

1772

Mayors Court at
Madraspatnam

Between Muddanum Pauyah Bramin of Madras Inhabitant
Complainant and Thomas Chambers of
the same Place Gentleman Defendant
On the Part of the Complainant

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

Muddanum Lutchme Narain of Madras
Merchant Aged 60 Years and upwards being Produced and Sworn
in this Cause on the Part of the Complainant was on the 16th day of
March 1772 shewn in Part and the Office of Mr Thomas
Chambers who is Attorney for the Defendant by Cundapen his Servt
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

To the first Interrogatory this Deponent saith that he doth know

that he hath so known him twenty Years or thereabouts but that he
Doth not know the Defendant Thomas Chambers in this Cause and
cannot say he is not to this Interrogatory
To the second Interrogatory this Deponent saith that he doth know
the Watches now presented and shewn to him at this the time of his
Examination and that he has before seen the said Watches and that
he saw the said Watches in the Possession of the Complainant Auwadanum
Pongiah Boramony in this Cause and more cannot say he is not to this Interrogatory
To the third Interrogatory this Deponent saith that the said Watches
Now presented and shewn to him before by the Complainant Auwadanum
Pongiah Boramony that this Deponent does not perfectly remember
Some but that according to the best of this Knowledge Remembrance
& Belief they were so shewn to him in the month of February
and which was in the Year of Our Lord One Thousand Seven hundred
and Seventy Nine as this Deponent knows by the said Complainant
who took them out of a black Case the same in which they were
kept and put them into this Deponents Hand and more cannot
say he is not to this Interrogatory
To the fourth Interrogatory this Deponent saith that the said Complainant
Auwadanum Pongiah Boramony did shew the said Watches unto
this Deponent by way of requesting his Advice as to the Quality
and reality of the Diamonds or precious Stones with which the Cases
Cases of the said Watches are set and Ornamented and that this Deponent
Did give them for Answer unto his said Request that the Stones with
which the Outside Cases of the said Watches were set and Ornamented
were real Diamonds and of a good Quality and which was this
Deponents Opinion thereof And more can he not to this or the last
Interrogatory

Will Hunter

Mayors Court at
Madraspatnam

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Between Auwadanum
Pongiah Boramony of Madras Inhabitant
Complainant and Thomas Chambers of
the same Place Gentleman Defendant
On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and
before the Examiner in this Court as follows viz.
Cashna Boramony of Madras Diamond Broker Aged
45 Years or thereabouts being Produced as a Witness in this Cause on
the Part of the Complainant was on the 23d Day of March 1772.
Sworn in Court at the Office of Mr Thomas Chambers who is
Attorney for the Defendant by Cundapah my Servant who also
left him 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.
To the first Interrogatory this Deponent saith that he doth know
Complainant Auwadanum Pongiah Boramony in this Cause and
that he hath so known him twenty Years or thereabouts and that he
Doth also know the Defendant Thomas Chambers in this Cause and
that he hath so known him Five Years or thereabouts And more
not to this Interrogatory
To the second Interrogatory this Deponent saith that to the best of his
Remembrance and Belief he doth know the Watches now pre-
and shewn to him at this the time of this Examination and that
hath before seen the said Watches and that he did so see them in the
Possession of the Complainant Auwadanum Pongiah Boramony
And more can he not to this Interrogatory
To the third Interrogatory this Deponent saith that the said Watches
now presented and shewn to him were before presented to

this Deponent cannot exactly recollect the Time when but that he believes it was above a Year ago that they were so before presented to him by the said Pauprah Rowmney as this Deponents Property to be given them into this Deponents Hands for the Purpose of knowing this Deponents Opinion of the Value of the said Watches and so forth and to this Interrogatory

To the fourth Interrogatory this Deponent saith that the said Comp[t] Awadamma Pauprah Rowmney did shew the said Watches to him by way of requesting and asking this Deponents advice as to the Quality Goodness and Value, but not as to the Reality of the Diamonds or precious Stones with which the Outside Cases of the said Watches are set and Ornamented and that this Deponent did give him for Answer unto his said Request, that he could not count how many Stones there were but that he reckoned them worth about Five Pounds Sterling to take them One with another and which was this Deponents Opinion thereof And more saith not to this or the last Interrogatory

(Seal)

Hall Plumer

Examined

Mayors Court at
Madraspatnam

Deposition of Mr Compton taken in this Cause by and before the Examiner in this Court of Record

Between

Awadamma Pauprah Rowmney of Madras Inhabitant Complainant and Peter Chambers of the same Place Gentleman Defendant

On the Part of the Complainant

Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 12th Day of March 1772 sworn in Form and at the Office of Mr Thomas Chambers who is Attorney for the Defendant by Candapaah my Servant who also left him a Notice 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

To the first Interrogatory this Deponent saith that he doth know the Complainant Awadamma Pauprah Rowmney in this Cause and that he hath so known him these Twenty Years or thereabouts but that he Doth not know the Defendant Thomas Chambers in this Cause And more saith he not to this Interrogatory

To the second Interrogatory this Deponent saith that he doth know the Watches now Produced and shewn to him at the time of this Examination that he has before seen the said Watches, and that when he so saw them they were in the Possession of the Complainant Awadamma Pauprah Rowmney in this Cause And more saith he not to this Interrogatory

To the third Interrogatory this Deponent saith that the Watches now Produced and shewn to him were procured and shewn to him before by the Complainant Awadamma Pauprah Rowmney that this Deponent does not recollect exactly how long ago But to the best of his Remembrance and belief it is near Two Years Ago and in this Deponents House and that the said Complainant took them Out of a Black Case which he was then taking from the same, that they are now in, and for the Purpose and Intention of knowing what was the Value of the Precious Stones with which the Out side Cases of the said Watches were set and ornamented And more saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that the Complainant

as to the Quality Goodness and Value but said as to the said Diamonds or precious Stones as the subject to the Custody of said Watches are set and Enamelled that this Deponent for Answer to that said Diamonds were worth One Pagoda and a Quarter and which was his Opinion thereon Maketh Saith not to this or the last Interrogatory

Hall Plumer

Examined

Mayor's Court at Madraspatnam

Between Ramaden Sooraputt Brahmany of Madras Inhabitant Complainant and Ramen Chetty of the same Place Inhabitant Defendant

On the Part of the Complainant

Depositions of Witnesses taken on the Court before the Examiner in the Court as follows the Ramadenum Sooraputt of Madras Merchant 40 Years or thereabouts being produced and Witness in the Court Part of the Complainant was on the 17th Day of March 1772 sworn Sworn at the Office of Mr Ramen Chetty who is Attorney of Defendant by Candapa his Servant who also left him a the Roman Fitts and Place of abode of the said Deponent and wards on the same day being sworn and Examined deposeth follows the

To the first Interrogatory this Deponent saith that he doth the Complainant Ramadenum Sooraputt of Madras Brahmany in the Bill of Complaint named and Ramen Chetty of the same Place Inhabitant Defendant in the Bill of Complaint named

Causes Who knows saith not to this Interrogatory

To the second Interrogatory this Deponent saith that he doth know One of the Watches now presented and shewn to him at the time of his Examination And that he has before seen One of the said Watches and that when he saw it it was in the Possession of the Complainant Ramadenum Sooraputt Brahmany And more Saith not to this Interrogatory

To the third Interrogatory this Deponent saith that One of the said Watches now presented and shewn to this Deponent was presented and shewn to him before by the Complainant Ramadenum Sooraputt Brahmany that it was so presented and shewn to this Deponent by the said Ramadenum Sooraputt Brahmany on the Middle of the Month of August and which he was in the Year of Our Lord One Thousand Seven hundred and Seventy two this Deponent saith Pagoda and one Cone of the Leathered Pagodas now shewn And that it was so shewn to this Deponent for the Purpose and Reason of borrowing some Money from this Deponent and for the Payment of which the said Watch was to be Deposited as Security And more saith not to this Interrogatory

To the four the Interrogatory this Deponent saith that the said Complainant Ramadenum Sooraputt Brahmany did not shew the said Watches unto this Deponent by way of requesting or asking his advice as to the Quality Goodness and reality of the Diamonds or precious Stones in the said to the Custody Case of the said Watches set and Enamelled And more saith not to this or the last Interrogatory

Hall Plumer

Examined

Pray Papoo send me & Brown the Ballance of my Cash Account as I want to Settle some small Accounts, I will be over with the Nabob Brother, who has no Objection to wear the piece, but he has not got the Money by him, he tells my Friend that he shall have it Monday Evening and will inform the Nabob Brother Accordingly, I hope you will keep them at the piece, I told You Yesterday Pillabeh Dubash spoke to me about Cotton Piece Goods and I would Settle it in a friendly Manner when I know your Mind, do if You will let me know how to Act I will, but do not know You go to Law as the Common way be Dear with such a Rogue as Narrain has Monday Speak to me & Save Your Friend &c

Saturday 12 o'Clock — F Chambers

Do not let them go for less than they Cost Me Will be Time Enough for — Same Your &c

F Chambers

I do Intend to get the Watches Raffled for as I told them, but I cannot think of Loosing any thing by them

Same Your &c

F Chambers

To Poupia Braminy

I Must have my Joint Note of hand Delivered up and I will then pay Your Bill and Settle the Whole together and not otherwise, I have told You Yesterday and before, but I will come to make You do so Now

Saturday Noon — Same &c

F Chambers

We Thomas Chambers and Papia Braminy have this day Purchased a pair of Gold Repeating Watches Curiously set with Diamonds for the Sum of Six hundred Star Pagodas for which Sum we have given Our Joint Note of hand Payable to Swadamen Colundan Ramasawmy Order on Demand and We do hereby Promise and Agree to Sustain an equal Share of Profit or Loss that may attend the Sale of the same As Witness Our hands this 12th Day of July 1769

F Chambers

A Papia Braminy

Interrogatories to be Administered to Such Witnesses, as shall be produced Sworn and Examined, on the part and behalf of the Original Defendant, and Cross Complainant, in a Cause depending in the Court of Chancery, wherein Thomas Chambers is Complainant, and Papia Braminy is Defendant

1st

The Twelfth the Mayor Constable
gentleman whereinafter Named
Browning of Madras Jeweller
the Original Complainant and
Defendant and Cross Cause
Gentleman and Cross Defendant
of the said Twelfth the Mayor
the Original Defendant and
Complainant

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

To Interrogatory 2d. Did You, or did You not at any time or times, or how long ago, hear the Original Complainant and Cross Defendant in this Cause, and Cross Cause, say and Declare in Your Presence that he did sell or had Sold the Two Watches, which were now and shewn to You, at this the time of Your Examination by the Original Defendant and Cross Complainant in this Cross Cause. If Yea, where, and at what Place did he so say or say, and Declare, that he did, Sell or had Sold the said Watches, unto the said Original Defendant, and Cross Complainant, and for what Amount, he did Sell or had Sold the same? And whether the aforesaid Original Complainant, did or did not Say, and Declare unto You, that he did Sell, or had Sold, the said Two Watches, unto the said Original Defendant, in this Cause, the said for Gold Repeaters, and Declared to the said Original Complainant Say, that the Ornaments on the Outside Cases of the said Two Watches were good Diamonds, and whether the said Original Complainant

Cause, as, and for their being Ornamented on the Outside Cases, with good Diamonds, or that such Ornaments were Diamonds, and that he had Sold them, to the said Original Defendant, as Diamonds, did or did not, the said Original Complainant say, or declare, unto You, that he had, and did Warrant unto the Original Defendant, in this Cause, the Ornaments, on the Outside Cases, of the aforesaid Two Watches, to be Diamonds, of a good Quality, either, at the time of Sale, or at any other time, and when, and where, and whether the said Original Complainant, Did, or Did Say, and Declare, that of the said Ornaments, on the Outside Cases, of the Aforesaid Two Watches, which he had so Sold, and Warranted to be good Diamonds, Were to be cut off, the said Two Watches, they were worth, and would Sell for a Certain Sum of money, If You, what sum of Money, did the aforesaid Original Complainant Say they were worth, or Would sell for. The Whole of these matters, According to the best of Your Knowledge, Remembrance, and belief, together, with the Reasons, of such Your Belief, Fully, and Particularly Declare.

To Interrogatory 3d. Did You, or did You not, at any time hear the Original Complainant, in this Cause, and Cross Cause say, and declare, in Your Presence, that he did Sell, or had Sold, the Two Watches, which are now Produced, and shewn to You, at this time of Your Examination unto the Original Defendant, in this Cause, and Cross Cause. If Yea, where, and at what place, did the said Complainant, so say and Declare, that he did Sell, or had Sold, the said Two Watches, unto the said Defendant, and for what Amount, did he say, he did Sell, or had Sold the same, and whether the aforesaid Original Complainant, did, or did not Say, and Declare, unto You, that he did sell, or had Sold, the said Two Watches, unto the said Original Defendant, in this Cause, the said for Gold Repeaters, and did, or did not the said Original Complainant Say, that the Ornaments, on the Outside Cases of the said

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Where your Diamonds, and that he had Sold them to the Original Defendant as, and for such Diamonds, and whether the said Original Complainant did or did not say, and declare unto You that he had Sold, and did Warrant unto the said Original Defendant the same, the Commencement of the Cutcherie Canoy of the aforesaid Weight of Diamonds of a good Quality. And Whole of these Matters and things to the Utmost of Your Knowledge, Remembrance, Information, and Belief together with the Reasons of such Your Belief, Fully and Particularly Declare.

To Mess.rs
The Mayor's
and
Aldermen

4th Do You know or believe that the said Original Complainant or any Person or Persons by his Order or for his Use or Benefit have or has Received any Sum or Sums of Money or Effects from the said Original Defendant on the Cutcherie Canoy of the said Weight of Diamonds, and if Yea, Declare the Sum or Sums of Money or Effects so Received, and from whom and when and where the same was Received, and by whose Order and for whose Use or Benefit the same was Received, and whether the same was Received on the Cutcherie Canoy of the aforesaid Weight of Diamonds, or on any other Account or Accounts, and what Account or Accounts, and whether the same was Received in Pagodas, Fanams, Rupees, or what other Species of Money, and what Quantity of each Species, and what Sum or Sums of Money in the Whole, and whether You know or believe that the said Original Complainant hath Received any Sum or Sums of Money or Effects from any Person or Persons on the Cutcherie Canoy of the aforesaid Weight of Diamonds, or on any other Account or Accounts

Pariah Brahmany in this Cause and that he hath or knoweth
four Years or thereabouts and that he doth also know the Original
Defendant and Cross Complainant Thomas Chambers in this Cause
and that he hath or knoweth him four Years or more next before
this Interrogatory

To the second Interrogatory this Deponent saith that he doth
thirteen or fourteen Months Ago hear the Original Complainant
and Cross Defendant in this Cause and Cross Cause say and declare
to this Deponent Present that he had Sold the two Watches
which are now Produced and shewn to him at this his last
Examination unto the Original Defendant and Cross Complainant
in this Cause and Cross Cause that the said Complainant did say
and declare that he had Sold the said two Watches to the said
Defendant on the Account of the said Original Defendant but this
Deponent did not hear him declare for what Amount he had sold
them or that he had Sold them to the said Original Defendant on
Credit as said for Gold Repeaters But that the said Original Com-
plainant did Say that the Ornaments on the Outside Cases of the
two Watches were Diamonds but this Deponent did not hear him
Say that he had Sold them to the said Original Defendant
as or that he had warranted unto the said Original Defendant
the said Ornaments to be Diamonds of a Good Quality either at the
time of Sale or at any other time But that the said Original Com-
plainant did Say and declare that of the said Ornaments on the Outside
Cases of the two Watches which he had Sold were taken off the
said Watches they were worth and would sell for three Rupees
and Eight Pagodas and more and not to be less at the least Valuation

Matt Pleasants

Mayor's Court at
Madraspatnam

Between Aswadanum Pariah
Brahmany of Madras Inhabitant
Original Complainant and Cross
Defendant and Thomas Chambers
Gentleman and One of the Attornies of the
Hon.ble the Mayor's Court of Madraspatnam
On the Part of the Original Defend.t
and Cross Complainant

Depositions of Witnesses taken in this Cause by and
before Examiners in this Court as follow.th

Soubriah of Madras Head Dubash Aged 25 Years or there
about being Produced as a Witness in this Cause on the Part of the
Original Defendant and Cross Complainant was on the 2d Day
of March 1772 shewn in Person at the Office of Mr Henry Dis
Pay who is Attorney for the Original Complainant and Cross
Defendant by Cuddapah my Servant who also left a Note of the
Name Title and Place of abode of the said Deponent and after-
wards on the same Day being sworn and Examined Deposeth as
follow.th

To the first Interrogatory this Deponent saith that He doth know the
Original Complainant and Cross Defendant Aswadanum Pariah
Brahmany in this Cause and that he hath or knoweth him four Years
or thereabouts and that he doth also know the Original Defendant
and Cross Complainant Thomas Chambers in this Cause and that
he hath or knoweth him four Years or thereabouts And more saith
not to this Interrogatory

To the third Interrogatory this Deponent saith that He did hear
the Original Complainant in this Cause and Cross Cause several
times say and declare to this Deponent Present that he had sold
the two Watches which are now produced and shewn to him

this the time of this Examination saith the Original Defendant in this Cause and Cross Cause that the said Complainant did at the House of the said Original Defendant say and declare that he had sold the said two Watches unto the said Defendant that the Complainant also told this Deponent for what Amount he had sold the same but that this Deponent does not remember what the said Amount was that the said Original Complainant did say and declare unto this Deponent that he had sold the said two Watches unto the said Original Defendant as aforesaid for Cash Ready, and that the said Original Complainant did say that the Diamonds in the Outside Cases of the said two Watches were good Diamonds, and that he had sold them to the Original Defendant as and for such. And that he doth not remember but the said Original Complainant did say or declare to this Deponent that he had sold and sent the said Original Defendant in this Cause the Diamonds in the Outside Cases of the aforesaid Watches to be viewed and tried and examined and to this Interrogatory

To the last Interrogatory this Deponent saith that remembers that the said Original Complainant had made the above Declaration to him this Deponent as Deponent at the House of the said Original Defendant when Peter Hopwood Another Witness in this Cause the Watches which are now shewn and presented to this Deponent at this the time of this Examination and which the said Original Complainant of the Diamonds in the Outside Cases of the said Watches Diamonds or not that the Original Complainant said Diamonds that they were good Diamonds and that he had been offered by Rose Cashier a Diamond Broker three Hundred and Eighty Pagodas for the said Diamonds alone to be taken out of the said Cases and that he would not [illegible]

Interrogatory — Cross

Mall Plumer
Examined

134 126

Mayors Court at
Madraspatnam

Between Auvadanum Pauperiah Ramanny of Madras Inhabitant Original Complainant and Cross Defendant and Thomas Chambers Gentleman And One of the Attornies of the Honble the Mayors Court at Madraspatnam Original Defendant and Cross Complainant

And the Part of the Original Defendant and Cross Complainant

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

Mr Peter Marriette of Fort Saint George Merchant Aged 65 Years being Produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 23 Day of March 1772. Signified to Mr Henry Du Pay who is Attorney for the Original Complainant and Cross Defendant by Candapah my Servant 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.

To the first Interrogatory this Deponent saith that he doth not know the Complainant Auvadanum Pauperiah Ramanny in this Cause but that he doth know the Defendant Thomas Chambers in this Cause and that he hath so known him Six Years or thereabouts And more

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To the fourth Interrogatory this Deponent saith that He is Acquainted with the Nature Quality and Value of Diamonds and that he doth know that the Ornaments on the Outside Cases of the two Watches now now Produced and shewn to him at this the time of this Examination are real Diamonds, and that he doth know that the said Ornaments on the Outside Cases of the aforesaid Watches are some Other Stones or Composition and that he doth believe them to be of a Composition Called Paste and that Supposing them to be Diamonds the Value of them would be about One Pagoda for each Stone taken With another, and that Supposing them to be of the Composition Paste which they Appear to this Deponent to be, the whole of the said Ornaments on the said Outside Cases of each Watch to be worth, about Twenty Pagodas — And more saith not to this Interrogatory —

Wall Heemp
Examined

Peter Marville

Mayors Court at
Madrespatnam

Between Antonio Joseph Barreto of Madras Inhabitant Original Complainant and Cross Defendant and Thomas Chambers Gentleman one of the Attorneys of this Honble Court of Madrespatnam Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

Deposition of Witnesses taken in the Cause depending in the Court aforesaid and on the Interrogatories on the Part of the Original Defendant and Cross Complainant to them administered as follows viz.

Mr Peter Marville of Madrespatnam Merchant aged Forty Years or thereabouts being duly Sworn and Examined Deposeth as follows viz.

135. 149

and Cross Complainant was on the 23d Day of March 1772 signed to Mr Henry Du Pay who is Attorney for the Original Complainant and Cross Defendant by Candapah my Servant who also left home Notes 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 that He doth not know the Complainant Awadanum Pasqual Barreto in this Cause but that he doth know by Sight only the Defendant Thomas Chambers in this Cause and that he hath so known him One Month or thereabouts And more saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith that He is acquainted with the Nature Quality and Value of Diamonds and that he doth know that the Ornaments on the Outside Cases of the two Watches now now Produced and shewn to him at this the time of this Examination are real Diamonds, and that he doth know that the said Ornaments on the Outside Cases of the aforesaid Watches are some Other Stones or Compositions And that he doth know them to be of a Composition Called Paste, that supposing them to be Diamonds the Ornaments on the Outside Cases of each of the said Watches would be worth According to the best of this Deponents Knowledge and Belief, One Hundred and fifty Pagodas, or thereabouts, and that Supposing them to be Paste, as they do Appear to this Deponent to be, the said Ornaments on each Watch, would scarce be worth ten Pagodas — And more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that about One Month Ago, the Original Defendant and Cross Complainant in this Cause, Came to the House of this Deponent bringing with him the two Watches, which are now Produced and shewn to this Deponent whilst the said Defendant said, he had bought, and desired this Deponents Opinion whether the Ornaments on the Outside Cases of the said Watches were Diamonds, or false Stones, and for which reason

Said Defendant desired this Deponent to take that Card & further that this Deponent Accordingly did so and told the said Defendant that all the said Monies were false Coin that the Original Complainant then begged of this Deponent to testify to the same if he should be called upon and Deponed And further saith not to this Interrogatory

Matt. Turner

Peter Monnier

Examined

Additional Interrogatories to be Administered to and Answered by the Deponent Peter Monnier and Examined on the part and behalf of the Original Defendant and Cross Complainant in a Cause Depending and at Issue in the Court of Chancery between Robert Cornelius Ludlow Esquire Original Complainant and Cross Defendant and Peter Monnier Gentleman Executor of the Will and Testament of the said Matthew Ludlow deceased Original Defendant and Cross Complainant

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

2d Do or do You not know or remember to have seen the Two Watches which are now produced and shewn to You at the time of Your Examination If Yea where and at what time and how long ago and on what occasion or occasions and did You know or see the said Watches and

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between the said Original Complainant and Cross Defendant and Original Defendant and Cross Complainant Concerning the said If Yea what was such Conversation and at what time and place Such Conversation past And were You or were You not present and did You or did You not hear the Original Complainant and Cross Defendant Offer to Sell and absolutely Sell unto the said Original Defendant and Cross Complainant the said Two Watches which are now Produced and shewn to You at this the time of Your Examin If Yea upon what Terms and Conditions, and for what Amount did he sell the same And whether You did or did not hear the said Original Complainant and Cross Defendant say and Declare that the aforesaid Two Watches were Gold Repeaters and whether You did or did not also hear the said Original Complainant and Cross Defendant Say and Declare that the Ornaments on the Outside Cases were Good Diamonds and whether You was or was not present and whether You did or did or did not hear the said Original Complainant and Cross Defendant Sell and deliver the said Two Watches unto the Original Defendant and Cross Complainant as and for them being Ornamented on the outside Cases with those Diamonds And Whether You did or did not in Consequence of such Sale and or Settling the Bond or paper Writing which is now produced and shewn to You at this the time of Your Examination and which the said Bond or paper Writing is or is not for and in Consideration of the Amount for which the said Original Complainant and Cross Defendant did Sell and deliver the aforesaid Two Watches unto said Original Defendant and Cross Complainant and whether You was or was not present and did or did not see the said Original Defendant and Cross Complainant Execute the said Bond or Paper Writing for and in Consideration of the Amount of the aforesaid Two Watches Or Whether the said Original Defendant and Cross Complainant did or did not Execute and give the

To all the Witnesses } 1st

Robert Cornelius } 2d

named Auwadanum Pauyia Beaming of Madras aforesaid the full and just Sum of Six Hundred Pagodas to run at Interest at the rate of Eight per Cent per annum payable three Months from the Date hereof

NOW the Condition of this Obligation is such, that if the above bound Thomas Chambers his heirs, executors, administrators, or Assigns, shall well and truely pay or Cause to be paid unto the above Named Auwadanum Pauyia Beaming of Madras aforesaid his heirs, executors, Administrators, or Assigns, the full and just Sum of Six Hundred Pagodas together with Such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to Continue in full force and Virtue

Signed, Sealed and Delivered
in the presence of
R: Pargiter
Jnoa. DeMayola

T. Chambers (L.S.)

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This Bond or Paper Writing was shewn to Mr. Robert Pargiter at the time of his Examination before me in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam in which Auwadanum Pauyia Beaming of Madras Inhabitant is the Original Complainant and Cross Defendant and Thomas Chambers of Madras Gentleman and One of the Attornies of the Honble the Mayor's Court of Madraspatnam is the Original Defendant and Cross Complainant this 7th Day of July Anno Dominie 1772

Hall Plumer
Examiner

Mayors Court at
Madraspatnam

Between Ann Swanson Spinster
Examinate of Wales Inhabitant of
Complainant and Cross Defendant
Chamber Gentleman and Late of the
of the Aforesaid Mayors Court of
patnam Original Defendant and Cross
Complainant

Cavalier Earl of the Original Defendant
and Cross Complainant

Deposition of Mr Thomas Lawrence taken in this Court by and
before the Commissioners in this Court as follows
Mr Robert Langston of Bombay Mariner Inhabitant
at Madras aged 28 Years being Produced as a Witness for
Cause and Cross Cause on the Part of the Original Defendant
Cross Complainant were on the 7th day of July 1752 by
Mr Henry Dawkins his Attorney for the Original Complainant
and Cross Defendant by Commission duly Executed and also by
a Notice of the Name Style and Place of abode of the said Deponent
and afterwards on the same Day being Sworn and Examined
Deposeth as followeth

To the first Interrogatory this Deponent saith that he did know
the Original Complainant and Cross Defendant Ann Swanson
Examinate Examinate in this Cause and Cross Cause and that he
hath as Known him fifteen Months in this Settlement and
Deth also Know the Original Defendant and Cross Complainant
Cavalier Comber in this Cause and Cross Cause and that he
as Known him Two Years and upwards Wednesday and
this Interrogatory

Produced said Deponent to him at this the time of this Examination
That he saw Them on the House of Mrs Elizabeth Geary in the
Black Town And in a Room that Mr Chambers makes use of
as his Office That he saw the said Watches Once or Twice That
the last Time he saw them was on the Twenty Ninth Day of October
in the Year of Our Lord One Thousand Seven hundred and Seventy
That they were produced in the Presence of this Deponent on Account
of a Dispute that was Subsisting between the Original Complainant
and Cross Defendant and the Original Defendant and Cross Complainant
about the Quality of the Stones in the enclosed the Outside Cases of the
said Watches are set and Ornamented That this Deponent was
Present and did Hear some Conversation Pass between the said
Original Complainant and Cross Defendant and the Original
Defendant and Cross Complainant Concerning the said Watches
That the Substance of such Conversation was as nearly as He Can Recollect
as follows the Original Complainant and Cross Defendant being
asked by the Original Defendant and Cross Complainant whether or
not the the Father of the said Original Complainant and Cross
Defendant had any Concern in the said Watches Or whether they
were his the said Original Complainant and Cross Defendants
Own Whole and Sole Property And whether or not the the said
Original Complainant and Cross Defendant had Sold the said
Watches as and for their being Ornamented on the Outside Cases
With Diamonds, Replied That the said Watches were his the
said Original Complainant and Cross Defendants Own Whole
and Sole Property and that he had Sold the said Watches as and
for their being Ornamented on the Outside Cases with Diamonds
That such Conversation did Pass at the House and Place aforesaid
That this Deponent was not present and did not hear the
Original Complainant and Cross Defendant Offer to Sell but

Original Defendant and Cross Complainant thereupon Jno Mathias
which are now Present and Sworne to be heard at this the Time for his
Examination But he did absolutely refuse to Sell them for the amount
upon the Terms of the Bond given by the said Thomas Chambers
Late Deceased Deceased, and whereby is now Become and
to this Deponent, at this the Time of his Examination the
Hundred Pagodas payable in three Months to the said Deceased
Eight per Cent Interest That the Deponent did hear the said
Original Complainant and Cross Defendant say and Declare
that the aforesaid Jno Mathias was Sold Executor and
Did also hear the said Original Complainant and Cross Defendant
Say and Declare that the Diamonds in the Bond to be Genuine
Diamonds, and that this Deponent was present and did hear
the said Original Complainant and Cross Defendant settle
Them, delivered the said Jno Mathias with the Original Bond
and Cross Complainant as and for those being Diamonds
the Outside Cover with Diamonds — and that the Deponent
in Consequence fill up the Bond or Paper Writing which
now produced and Shewn to him at this the time of his Exam
here — And that the said Bond or Paper Writing so filled up
Consideration of the Amount for which the said Original
and Cross Defendant did sell and deliver the aforesaid
Mathias unto the said Original Defendant and Cross
That this Deponent was present and did see the said
Defendant and Cross Complainant execute the said
Paper Writing for and in Consideration of the aforesaid
aforesaid Jno Mathias and that the said Original
and Cross Complainant did not execute and give the

14th [illegible] 30

Saith not to this or the last Interrogatory

Hall Plumer
Examined

Rob[t] Pargiter

Mayor's Court at Madraspatanam

Tuesday the 22d Day of June Anno Domini 1773.

Present

S.S

John Mc Pherson Esquire Mayor
Reynold Adams — James Hodges
and George Baker — Aldermen

Between Awadanum Paupia Braminy of Madras Inhabitant Complainant and Thomas Chambers Gentleman and One of the Attornies of this Honble Court Defendant

This Cause coming on to be heard and Debated this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill, the Defendants Answer, the Cross Bill the Replication, the Cross Answer, the Amended Rejoinder, the Bill of Review of Awadanum Paupiah Braminy, the Bill of Review of William Harrison and Henry Du Pay Executors of Thomas Chambers Deceased, the Interrogatories and Depositions on the part of the Original Complainant four Exhibits on the part of the Original Complainant

306.

Interrogatories and Depositions on the part of the Original Defendant with a Copy of the Corfe Complainant's Bill for the Original Defendant. Ordered that the Messenger make Out process of Attachment and on Due Consideration had thereon This Court Doth think fit to Order and Decree, and doth Accordingly Order and Decree, that the Original Defendant, shall pay unto the Original Complainant, the full and just Sum of Two Hundred Pagodas Pagodas 200. Together with the Costs and Charges he is or shall have been put unto by Reason of the Original Defendant's Not Appearing to and Answering the Complainant's Bill, and for the Further Order Decreed, that the Corfe Complainants Bill shall stand Dismissed with Costs, to be paid by the Corfe Complainant

Per Curr

Fort St. George 2nd June 1773

To the Honble the Mayor
Court at Madrasapatam

Humbly Complaineth Unto this Honble Court Your Orator Edmund Pratt Corfe Inhabitant of the Honble United Company of Merchants of England to the East Indies at Present at Chingleput that Paddy Satchemmeragyer of Paddy Satchidanat late of Pursuant Inhabitant of Madrasapatam is Indebted unto Your Orator in the full and Just Sum of Two Hundred and Ninety Four Pagodas Thirty One Fanams and Forty Cash Current Money of Arcot as Appears by the Account Hereto Annexed Marked A. Which Account Your Orator Hopes may be Admitted as part of this Your Orator's Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath Frequently and in an Amicable manner Requested Payment from the said Paddy Satchemmeragyer of the Said Sum of Two hundred and Ninety Four Pagodas Thirty One Fanams and Forty Cash

But now so it is may it Please this Honble Court the said Paddy Satchemmeragyer Obstinately and Wilfully refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience And to the End therefore that the said Paddy Satchemmeragyer may upon his Corporal Oath full true Direct and 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 Two hundred and Ninety Four Pagodas Thirty One Fanams and Forty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Paddy Satchemmeragyer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed

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Appear by a Translate of a Bond or writing Obligatory hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath Frequently and in an Amicable manner Requested Payment from the said Paddy Satchemmeragyer of the Said Sum of Two hundred and Ninety Four Pagodas Thirty One Fanams and Forty Cash

But now so it is may it Please this Honble Court the said Paddy Satchemmeragyer Obstinately and Wilfully refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience And to the End therefore that the said Paddy Satchemmeragyer may upon his Corporal Oath full true Direct and 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 Two hundred and Ninety Four Pagodas Thirty One Fanams and Forty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Paddy Satchemmeragyer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed

and further to stand to and abide by such Order and Decree as to this Honble Court shall seem Meet

John [illegible]
Attorney for Pltff

Judgt 4th [illegible]

I Paddy Sal Annavayer have Borrowed and Received of Captain Pascal Commander of Chinglepat the Sum of Two hundred and Ninety four Star Pagodas and three Fanams of which Sum or payable on the Nineteenth of October next Two hundred Pagodas, on the Nineteenth January One hundred Pagodas and the rest of the said Pagodas payable on the 19th April with Interest at Nine per Cent per Annum Witness Cotoor Seeby Chitty and Sheriff Aaganah Chitty

Witnesses
Cotoor Seeby
Sheriff Aaganah

Drawn by Tarramakel
Signed
Paddy Sal Annavayer

I Ignatius Samuel do certify the above to be a true Translation of the Malabar Language by Canacapah Tarramakel

John [illegible]
Attorney for Pltff

Mayor's Court at Madras Spatnam

Tuesday the 29th Day of June Anno Domini 1773

Present

John Mc Pherson Esquire Mayor
John Hollond — James Hodges and
John Renton — Aldermen

Mayor's Court

Between Edmund Pascal Captain in the Service of the Honble United Company of Merchants of England Trading to the East Indies at Present at Chinglepat Complainant and Paddy Satchimmerayer of Paddy Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred and Ninety four Pagodas Thirty One Fanams and Forty Cash / Pagodas 294 31 40 / together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

By Court

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 Sixty Nine Pagodas Thirty Nine Fanams and Forty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Vydeum Veerapatemby 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 Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Danl Shaw
Attorney for the Complainant

31st August 1771

I Vydeum Veerapatemby do hereby Acknowledge to have Borrowed and Received of Cellasinganah Chitty the Sum of Sixty Nine Pagodas, Thirty Nine fanams, and Forty Cash, being the Value of Goods; which Sum of Sixty Nine Pagodas, Thirty Nine fanams and forty Cash, I promise to pay to the said Cellasinganah Chitty or order before the Eleventh day of March Next, with Interest thereon after the Rate of Nine p Cent p Annum — Witness Cheruliar Krishnamah, and Pandy Pichuyah — Drawn by Mondu Rawmun &c.

Signed Veerapatemby

Witness
Bucchayah by Consent
of Pandy Pichuyah

A True Translate as near as can be taken

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To all People to whom these Presents shall come

Whereas Mydeen Sangetumby on and by his Bond or Obligatory in the Malabar Language bearing Date the Thirty Sixth Day of Chitty in the Year of Sadie Wane Pogadee Sadie Wane Sunnah Forty Sixth Current Month of Medoo Sunnah in the Year One Thousand Seven Hundred and Two with Interest thereon at the Rate of Three per Cent per Mensem until full payment is made as by the Translate of the said Writing Obligatory hereunto Annexed will fully Appear

Whereas there is now Remains due to the said Collasinganah Chitty for Principal Sum of Sadie Wane Pogadee Forty Nine Pagodas Forty Cash and Interest. Now Know ye that the said Collasinganah Chitty for and in Consideration of the Sum of Sadie Current Month of Medoo to him well and truly paid by Joseph De Rozario of Madras Merchant the Receipt Whereof the said Collasinganah Chitty doth hereby Acknowledge hath Collasinganah Chitty hath Assigned and sett over and by these Presents Assign and sett over unto the said Joseph De Rozario the said Bond or Obligation and the Money thereupon due and owing and all his Right and Interest of in and to the same and the said Collasinganah Chitty for the Consideration aforesaid hath Constituted and Appointed and Appointed and by these Presents doth make Constitute and Appoint the said Joseph De Rozario Executors and Administrators his Just and Lawful Attorney and Attorneys Irrevocable for him and in his Name and the Name and Names of his Executors and Administrators but for the Sole and proper use and Benefit of the said Joseph De Rozario his Executors Administrators and Assigns full Power and Lawful Authority for him and in his Name and the Name and Names of his Executors and Administrators but for the Sole and proper use and Benefit of the said Joseph De Rozario his Executors Administrators and Assigns to Sue for and Recover the said Sum of Sadie Wane Pogadee Forty Nine Pagodas Forty Cash and Interest as aforesaid and Owing on the said Bond and on non payment thereof to the said Joseph De Rozario his Heirs Executors and Administrators to Sue for and Recover the same and on payment thereof to deliver up and Cancel the said Bond and give sufficient Releases and Discharges therefore and one or more Attorney or Attorneys under him to Constitute and whatsoever the said Joseph De Rozario or his Attorney or Attorneys shall Lawfully do in the premises the said Collasinganah Chitty doth hereby allow and Affirm and the said Collasinganah Chitty doth Covenant with the said Joseph De Rozario that he the said Collasinganah Chitty hath not Received nor will Receive the said Money due on the said Bond or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for Recovery thereof he the said Joseph De Rozario Saving the said Collasinganah Chitty harmless of & from any Costs that may happen to him thereby. In Witness whereof the said Collasinganah Chitty hath hereunto set his Hand and Seal at Madras this Twenty Seventh Day of May in the Year of Our Lord One Thousand Seven Hundred and Seventy three

Signed Sealed and Delivered
in the presence of Us

Mayor's Court ad Madraspatanam } Tuesday the 29th Day of June Anno Domini 1773

Present

John Mc Pherson Esquire Mayor
John Holland — James Hodges and
John Benton — Aldermen

Granted unto Your Orator by the said Malum Madenah Saib dated the Tenth of September in the Year of Our Lord One thousand Seven hundred and Seventy Two, wherein and whereby the said Malum Madenah Saib Acknowledges to have Borrowed and Received of Your Orator the Principal Sum of Ninety One Pagodas and Twenty One Fanams to run at Respondentia on the Ship Stavoreasam from the Port of Madras to the port of Pegue or Rangoon and back again at and after the rate of Twenty per Cent for the Voyage if performed in Nine Months if longer prorate as Appears by the said Obligation on Your Orator's profession and ready to be produced unto this Honble Court when Required which said Principal together with Twenty per Cent premium as also the Interest since due thereon Amounts to the aforesaid sum of One Hundred and Eleven Pagodas Twenty One Fanams and forty Eight Cash, as the same will more fully and at large Appear by the Annexed Account Current and which Your Orator Most humbly prays reference and Your Orator further Sheweth unto this Honble Court that the said Ship has Performed the said Voyage and being returned and Anchored in the Road of Madras Your Orator hath frequently and in a mild Manner requested payment from the said Malum Madenah Saib of the aforesaid Sum of One Hundred and Eleven Pagodas Twenty One fanams and forty Eight Cash, But now so it is may it please this Honble Court the said Malum Madenah Saib Wilfully and Obstinately refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore Prays a Genl Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Malum Madenah Saib 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

and that he may be Decreed to pay unto Your Orator the Sum
of One Hundred and Eleven Pagodas Twenty One Fanams and forty
Eight Cash together with all Such Interest as accrue or shall become
become due thereon also all Costs of this Suit — May it Please
this Honble Court to Cause the said Malum Mudenah Saib to be
Summoned and required by the Sheriff of Fort Saint George
Madrespatnam and the Districts thereof personally to be and Appear
before this Honble Court to Answer unto and plead to the Bill of
Court preferr'd and Appointed then and there to answer the Honble
Bill of Complaint and further to abide by and perform such
Decree therein as to this Honble Court shall seem Meet

Sworn this 1st May 1775

Before me

Gideon Ludlow
Attorney for the Complt

This Bill was Sworn to and Delivered the
Day of Aforesaid Before a Commissioner Sent
Returned the next Court Day

John McPherson
Mayor

To All People to whom these Presents shall come Greeting Whereas
Malum Mudenah Saib of Madras Merchant in and by an Account
Current bearing date the Seventh day of May One thousand seven hundred
and Twenty three became indebted to Tragapah Chitty of the same place
Merchant in the Sum of One hundred and Eleven Pagodas Twenty
One fanams and forty Eight Cash Arrising upon a Respondentia
bearing Date the Tenth Day of September One thousand Seven
hundred and Twenty Two the Conditions for the payment of the said
Sum of One hundred and Eleven Pagodas Twenty One fanams and
forty Eight Cash the Amount Principal Premium and Interest
Due upon the said Respondentia Bond being at a Day long Since
Past as by the said Bond and Condition thereof may Appear Now
Know Ye that Tragapah Chitty of Madras Merchant for a
Valuable Consideration to him in hand paid by Isaac Awrat of
Madras Merchant the Receipt whereof the said Tragapah Chitty
Doth hereby Acknowledge he the said Tragapah Chitty hath Assigned
and Set Over and by these presents doth Assign and Over unto the
Said Isaac Awrat the said Recited Respondentia Bond or Obligation
and the Money thereupon Due and Owing and which shall or may
become due thereon and all his right and Interest of in and to the
Same and the said Tragapah Chitty for the Consideration aforesaid
hath made Constituted and Appointed and by these presents
doth make Constitute and Appoint the said Isaac Awrat his
Executors and Administrators his true and Lawful Attorney and
Attornies Irrevocable for him and in his Name and in the Name and
Names of his Executors and Administrators but for the Sole and
Proper use and benefit of the said Isaac Awrat his Executors and
Administrators and Assigns to Ask Require Demand and Receive of
the said Malum Mudenah Saib his Heirs Executors Dec

Bond or Working Obligatory and on new payment thereof the
said Surroo Aroal the Heirs Executors Administrators being
thereto the same and on payment thereof to deliver up and Con-
said Respondents the Bond or Working Obligatory and give full
Release and Discharge thereof or such further Warranty as
counsel learned in the Law shall advise for the said Surroo Aroal
his Attorney or Attorneys under him shall lawfully have
from the said Seegapoolle Chitty doth Covenant with the
Surroo Aroal that the said Seegapoolle Chitty hath not now
will receive the said Money due on the said Respondents
or Working Obligatory or any part thereof neither shall or
Release or discharge the same or any part thereof but will be
allow of all lawful Proceedings for Recovery thereof the
Surroo Aroal using the said Seegapoolle Chitty harmless
from any Suits that may happen to him thereby In Wit
the said Seegapoolle Chitty hath hereunto set his hand
Seal at Madras aforesaid this fifteenth day of May in the
of Our Lord One thousand seven hundred and twenty three

Witness

Seegapoolle Chitty (L.S.)

Mayors Court at
Madras pleban

Tuesday the 27th Day of
June Anno Domini

Present

John Mc Sheon Esqre Mayor

John Collond — Isaac Corfield and

Surroo Aroal of the same place
Merchant Complainant and
Malova Madenah Saib of the
Place Merchant Defendant

Appearing by the Records of this Court that the
Defendant hath been Served with the Usual Rule to Answer the
Complainants Bill, but wilfully and Obstinately Refusing so to
do, This Court doth therefore think fit to Order and Decree and
Doth Accordingly, Order and Decree that the Defendant shall pay
unto the Complainant the full and just Sum of One Hundred and
Eleven Pagodas, Twenty One Fanams and Forty Eight Cash Pags
111. 21. 48. Together with all such Interest as now is or shall
hereafter become Due thereon until full Payment is made also all
Costs of this Suit

By Curia

N.º 211.

I have Carefully read and Considered the Proceedings
respecting the Dispute between Chinglacy, and his half Brother
Arnachellum, on a Demand made by the former for a Moity of
the Estate of the latter in Consequence of Arnachellum having
Possessed himself of the Estate and Effects of their father it
Appears that Arnachellum was Adopted Son of his Sister Dorcanna,
and the Deed of Adoption was Admitted by the Mayors Court as
Appears by their Decree of the 13.th December 1723 Entered
Between Venkatadry and the said Arnachellum for the Amount
of a Debt due from the Brother of Arnachellum to the said
Venkatadry and which the said Venkatadry Claimed of Arnachellum
as joint Heir with his Brother to their Deceased Father's Estate
But as by the Deed of Adoption above mentioned Arnachellum

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of Course was not by the Customs of the Court answerable for any Debts of her Father or of her Family, the Court Dismissed her Bill as Chamberlayne has not proved that Powell William was possessed himself of any part of the Deceased Father's Estate, and has been at a Number of Years Neglected Making her above Named Sons of Opinion that Chamberlayne's Claim is without Foundation and that it should be Dismissed Given under my Hand this Day of June 1773

Registered in
Fort St George 15th Day of June 1773

J. McHone

Jabez Hollroyd
Regr

Wm Cox
James Taylor
Regr

Filed 31st August 1772

To the Honble the Mayor
Court at Madras

Humbly Complaining Sheweth unto this Honble Court Your Orator James Waller of Calcutta in the Kingdom of Bengal Mariner in the Honble English East India Company's Service and One of the Executors of and Sole Legatee named in the Last Will and Testament of Nicholas Gray Mariner formerly of London but Late Residing at Madras Deceased by the Name of Nicholas Grayburrow of Madras Merchant That the said Nicholas Gray Died on and by his said Last Will and Testament bearing Date the Seventeenth Day of June in the Year of Our Lord

148 [illegible]

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Privilege and Perquisites Due to him the said Nicholas Gray and Arising from his Services as Master and Commander of the Ship Dudley then on Madras Road as well as each and every other Sum and Sums of Money Lands Tenements Goods Chattels and Estate whatsoever as should be any Ways Due Owing unto him the said Nicholas Gray at the time of his Decease, and the said Nicolas Gray did Nominate and Appoint Your Orator and Cotterell Barrett of Madras Victualler and Inhabitant Executors of his said Last Will and Testament As will more fully and at large Appear on Reference to the said Will in the Registry of this Honble Court Your Orator further Sheweth that soon after Making the said Will the said Nicholas Gray Departed this Life and the said Will was Exhibited Read and Proved in or before this Honble Court on the Second Day of July in the said Year One thousand Seven hundred and Seventy One, and Your Orator not being at Madras this Honble Court Were Pleased to Grant Probate of the said Will to the said Cotterell Barrett on the said Second Day of June One thousand Seven hundred and Seventy One Reserving a Power for Your Orator further Sheweth that the said Cotterell Barrett having so as aforesaid Obtained Probate of the said Will of the said Nicholas Gray he did Receive or Possess himself of the Money Securities for Money Effects & for Property belonging to the Estate of the said Nicholas Gray to a Considerable Amount Your Orator further Sheweth that being Informed that he Your Orator was Appointed One of the Executors of the said Will and the Sole Legatee named thereon he Departed from Calcutta aforesaid for Madras upon and did Apply to this Honble Court for Probate of the said Will, and this Honble Court were Pleased to Grant the same to Your Orator on the Twenty Eighth Day of April in the Present Year of Our Lord One thousand Seven hundred and Seventy Two as will Appear by the Records of this

that being not only One of the Executors Named in the said Will having Obtained Probate thereof But being also Sole Legatee thereof and Hereby Intitled to the whole Real Personal Estate for both frequently and on Reasonable requests Required the said Cotterell Barrett would give Your Orator a full true and Particular Account of what Money Securities for Money Effects or Property whatsoever of or belonging to the Testator came to his hands Possession or Knowledge and the Time when and how and in what manner he got Possession thereof and Every Particular thereof And Your Orator hath Requested the said Cotterell Barrett to pay unto Your Orator the Residue of the Testators Personal Estate and Effects which he ought to have Received as Executor and Residuary Legatee aforesaid and to Assign and Convey the Testators Real Estate unto Your Orator as Residuary Legatee aforesaid and to Pay and Deliver unto Your Orator what he had or Ought to have in his Hands Possession or Power belonging to the said Estate to which the said Cotterell Barrett Promised to do at the Expiration of One Year from the time of the Granting Probate of the said Will as before mentioned

But now so it is May it please Your Lordship the said Cotterell Barrett notwithstanding Your Orator is entitled to the Residue of the said Testators Personal Estate and to the Assignment of the said Testators Real Estate the said Cotterell Barrett wholly refuses to Comply with Your Orators Just and Reasonable Request or to give Your Orator any Manner of Satisfaction touching the Premises and pretends that the Testator died Intestate as to his Personal Estate and Claims Entitles to the Residue thereof as Next of Kin to the Testator and hath Refused to Assign and Convey the Testators Real Estate unto Your Orator as Residuary Legatee aforesaid and to Pay and Deliver unto Your Orator what he had or Ought to have in his Hands Possession or Power belonging to the said Estate to which he is Entitled as Residuary Legatee aforesaid and the Rents Issues and Profits thereof from the Time of the Testators Death and Your Orator charges that the said Cotterell Barrett Pretends that he is Entitled to the Residue of the Testators Personal Estate as Next of Kin to the Testator and that he is Entitled to the Testators Real Estate as Heir at Law to the Testator and Your Orator charges that the said Cotterell Barrett may pretend

true and perfect Account of the said Estate as he pretends
also that he may be Decreed to Pay unto Your Orator as the
aforesaid Will of the said Nicholas Gray as aforementioned the
Last Mesne Profits of the said Estate Or so much thereof
Possession or knowledge of the said Cotterell Barrell and
Over and Above Your Orator all Bonds Bills Notes Accounts
Securities for Money whatever and every other Property thing
or belonging to the said Estate of the said Nicholas Gray and
Effects of their Just

May it Please

Said Cotterell Barrell to be Summoned and Required
of Great Saint Marys Lawn of the aforesaid and the
Personally to be and Appear before this Honble Court
and Place to be by this Honble Court Prefixed and Appointed
then to Answer this Your Orators Bill of Complaint and
Hand to and abide by such Order and Decree therein as
Court shall Seem Meet

John Lake
Attorney for the Complainant

Filed
Lawn in Court 8th Dec. 1772

The Answer of Cotterell
Executor to the last Will and
of Nicolas Gray Deceased to the
Complaint of James Mellor Esqr
and Stephen of the Said Nicolas
his Attorney and Stephen

and Imperfections in the Complainants said Bill of Complaint by
his said Attorney Contained for Answer thereunto or unto so much
thereof as this Defendant is advised doth materially Concern him
to make Answer unto, Saith that he admits that the said Nicolas
Gray Deceased did sign and by his last Will and Testament give
Devise and bequeath unto the Complainant each and every Sum
and Sums of Money, Wages, Prizeledge and Perquisite due to him
the said Nicolas Gray and Arising from his Service as Master of the
Ship Dedally as Set forth by the Complainants said Attorney,
and that the said Nicolas Gray did Some after the Executor of his said
Last Will and Testament Viz. Sometime on or about the twentieth
Day of June in the Year of Our Lord One Thousand Seven hundred
and Seventy One Depart this Life When this Defendant did
Exhibit and prove the said Will as Executor to the said Nicolas
Gray before this Honble Court and did Obtain Probate thereof
Power being at the same time reserved for the Complainant also to
Accept and Apply for Probate thereof and that the said Complainant
Did, as will Appear by the Records of this Honble Court Apply for
and obtain Probate thereof as Executor and Legatee of the Last Will
and Testament of the said Nicolas Gray Deceased

And this Defendant Saith that the Sum of Six Hundred
and eighty two Pagodas, Twenty Two fanams and Twenty Cashes
the whole, Sole, and entire Amount of Money which has ever
Did come to his possession or knowledge the property or belonging
to the Estate of the said Nicolas Gray Deceased and that he did possess
himself of the said Sum some time or about the Twentieth day of
December in the Year of Our Lord One Thousand Seven hundred and
Seventy One, And that he hath not or ever had in his possession any
Bonds, Bills, Notes, Accounts, Papers or Securities for Money
whatever the Assetts or Property of the said Estate and that he

the Costs and Charges of the said Motion Gray Dennis the
to the Lunenburg Term hereunto annexed what Your Orator
May be Allowed or paid of the Rents Issues or other Monies
Account of the Estate and Debts of said against the said Estate
And the Defendant further saith that he hath been
before to render an Account of the said Estate, and he hath
always been ready and willing so to do except Only that he
neither power so to do at the Expiration of the several terms
therefore the Defendant did on the Twenty eighth Day of
Said Court move by their Petition that the Worthy Court would
time a further time of three Months for the completing of
Account of the said Estate, which the Worthy Court did accordingly
and the Defendant saith he would have finished settling of the
of the said time to have paid the Sum of three hundred fifty eight
fourteen pounds and twenty two Cents and did offer to pay the
the Complainants said Allowance, and the Defendant saith that
Several Actions brought by the Complainants said Allowance
and Litigious being that the aforesaid Sum of three hundred
eight Pounds fourteen pounds and twenty two Cents is the
and entire Ballance due to the Estate of the said Mother
as Appears by the Account Current hereunto Annexed

All which Matters and things the Defendant
and willing to aver and prove as this Honorable
pray as this Honorable Court shall direct and humbly prays to be
dismissed with his reasonable Costs and Charges in this
Most meekly Submitted

19th December 1772

Sworn Before me

151.

327.

The State of Nova Scotia } Lunenburg Dissolved

Estate of Gottlieb Burrill Esq.

Dr. Cr.

To Cash paid Sundry Accounts as per Vouchers	682	22	By Cash the Amount of a Decree Attached by Simon Gratacop Dennis Against John Burrill Esq.	682	22
			Lunenburg 1st Dec. 1772 Errors Excepted Gottlieb Burrill		

An Inventory of the Effects belonging to the Estate of Nicolas Gray Deceased

Bags & Mounted Pistols	1
Silver Watch	1
Silver Buckles	1
Shoe knee Do	1
Silver Stock Do	1
Stone Breasts	1
Gold Buckles	1
Shirts	23
Stockings	8
White Waistcoats	10
Stocks	2
Silk Stockings	1
Short Drawers	1
Long Do	6
Yellow Coats	3
Frocks	1
Linen Handkerchiefs	2
Jumells	2
Satten Breeches	1
Blue Silk Do	2
Silk Coat	1
Satts	1
Corrage Stocks	2
Jack Hand Box	1
Cloaks	2
Coat and Bedding	1
Journal Book	1
Secretary Book	1
Black Satten Waistcoats	2
Blue Cloth Coat	1
Flannel Waistcoats	2

Feb.o the 8th Feb.y 1773

The Replication of James Wallis Executor and Legatee Named in the Last Will and Testament of Nicholas Gray Deceased by his Attorney David Macpherson to the Answers of Colonell Barrett Executor of the said Will of the said Nicholas Gray

This Repliant now and at all times hereafter Saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors, Uncertainties and Imperfections in the said Answers Contained for Replication thereunto Saith that this Repliants Bill of Complaint and the matters and things therein Contained are good true Certain and Sufficient in the Law to be Answered unto in such Manner and forms as the same are therein and thereby Set forth and Alledged And that the said Answers of the said Defendant is very Uncertain Evasive and Insufficient in Reply to what this Defendant in his said Answer Saith that he never did refuse to Render an Account of the said Estate and that he hath always been Ready and Willing so to do, Except only that it was not in his power so to do at the Expiration of the Usual time &c. This Repliant saith that the Defendant Evading the Settling this Affair from time to time for so long together, as well after the Expiration of the time Limited for giving in an Account of the said Estate to this Honble Court as before that time cannot, as this Repliant Conceives, be otherwise Construed than as an Absolute refusal to Render an Account of his Transactions Relative to the said Estate Seems to have required Long Credit to enable him to have Settled them and Particularly after the Defendant had Received the Amount of the Decree for which he gives Credit in the Account Annexed to his said Answer, which Appears to be the Sum of the December One thousand Seven hundred and Seventy One and this Repliant did not Exhibit his said Bill of Complaint Against

Defendant had time Enought to Enquire into that Affair without the aforementioned Unnecessary Delay And such Delay having been the Occasion of this present Suit this Replicant humbly hopes and Doubts not but this Honble Court will be Pleased to Decree the Defendant not only to Pay Interest, But also such Costs of Suit as it may Appear he Ought to Pay on that Account, From which Circumstances this Replicant also hopes it Will Appear to this Honble Court that this Action is Neither Unjust nor Litigious As the Defendant in Peremptorily and Unjustly Asserts in his said Answer, But on the Contrary that the Litigiousness is on the Part of the Defendant, who was the Cause of this Replicant does now Proceed to Reply to the said Account Current Annexed to the Defendants said Answer And to the first Charge in the Debit Side of the said Account of Thirty four Pagodas for Commission on the Sum of Six hundred and Eighty two Pagodas Twenty two fanams and Twenty One Cash Received by the said Defendt this Replicant Objects the same being as he Conceives, an Unjust Charge as he Apprehends this Defendant is not Intitled to any such Commission For Reply to the Second Charge in the said Account of Thirty Seven Pagodas and Twenty four fanams for Amount of Sundrys which the Defendant Alledges was Owing by the said Testator at the time of his Decease this Replicant Saith that this is an entire Stranger to his Owning that Sum, But will be Very Ready to pay or Allow it in Account if the Defendant makes it clearly Appear that the said Testator was Really Indebted to him the said Defendant in that Sum at the same Time this Replycant is Surprized the Defendant did not mention to whom this was or is Owing For Reply to the third Charge in the said Account Annexed to the Defendants said Answer of Ninety Two Pagodas and Twelve fanams for the Rent of a Room and what the Defendant Alledges the Same the Boxes Linnen &c. Effects were kept at One Rupee a Day, this Replicant Saith the said Charge Appears to be to be Very Unjust and unreasonable

Filed 15th March 1773

The Amend Rejoinder

of Ketterell Rarrell Executor of the Last Will and Testament of Nicolas Gray Deceased to the Replication of James Wallis Executor and Legatee Named in the said Will by his Attorney David Macpherson

This Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and Advantage of Exception to the many Errors, Uncertainties and Imperfections in the said Replication Contained for Rejoinder thereunto saith that he this will ever justify maintain and prove that all and Singular the Matters and things Contained in his said Answer and the Account Current thereunto annexed are good true Certain and Sufficient in the Law to be Replied unto in Such Manner and form as the same are therein and thereby set forth and Alledged and that the Replications of the said Replicant are Evasive and Insufficient, and this Defendant doth hereby further confirm his Declaration in his Answer Sett forth that he never did refuse but Was always Ready and Willing to render an Account of the Estate of the Said Nicolas Gray Deceased unto the Replicant or Some one for him in this Defendants power to do and doth the Account of the Estate of the Said Deceased thereunto unto his Said Answer annexed exhibited regularly On the day of the expiration of the time granted by this Honble Court for the Delivery of the same, when this Defendant by his Attorney in this Cause Did Declare unto the Attorney for the Replicant that this Defendant was ready and willing to pay the Ballance of the said Account unto David Macpherson the constituted Attorney of the Replicant, the Replicants Attorney having

because the Replicant being joint Executor and also Heir and Sole Legatee he thought proper first to enforme the said Replicant of the Same who was at that time in Bengal where he died, and the Replicant in consequence thereof did come to Madras, and this Defendant did deliver unto him all the Linnen Wearing Apparel and Effects belonging unto the Deceased, and the said Replicant did not at the time make any Objection to this Defendt having possessed the said Effects for his disposal nor unto the Charge made by this Defendant as aforesaid, it is therefore very inconsistent he should now make Objection thereto by his said Attorney and respecting the other charges Set forth on the debit side of his said Account, to which this Replicant declares himself a Stranger, they are of a Nature to be common to be disputed or denied, being such as this Defendant as Executor could not avoid paying, and being just and regular as will appear by a Reference thereto.

All which Matters and things this Defendt is Ready and Willing to prove and Maintain as this Honble Court Shall direct and humbly Prays as in and by his Answer he hath already Prayed.

Henry Du Pan

Attorney for the Defendant

336.

Mayors Court at
Madraspatnam

Tuesday the 27th Day
of June

Present

John McPherson Esquire Mayor
John Holland — James Hodges
John Renton — Aldermen

Between James
Callender the Younger
Master in the Humble Co.
Suitor Company Plaintiff
One of the Counters of
Samuel and the last Will
of Nicholas Gray Mariner
of London but late Resident
Madras Deceased by the
David Macpherson of
Merchant Complainant
Elliott Burrell and
against on the last Will
of Nicholas Gray

Will Called Coming on to be heard and
this Day in the presence of the Attorneys on both sides
the Complainants Bill the Defendants answer
Counsel examined Cost Replication Cost Rejoinder Cost
Rejoinder made use of by the Attorneys and
Complainant

156.

337.

unto the Complainant the Sum of Four Hundred and Fifty Eight
Pagodas, fourteen fanams, and Twenty One Cash Pags. 458. 14. 21.
being the Ballance Acknowledged by the Defendant in his Answer
to be Due to the Complainant, as also the Sum of Thirty Seven Pagodas
and Twenty four fanams Pags. 37. 24. and Ninety two Pagodas
and Twelve fanams Pags. 92. 12. which the Defendant has
Debited the Complainant for in his Account Current Annexed to his
said Answer, and which the Court are of Opinion are unjust Charges
and Is further Ordered and Decreed that the Defendant do pay
unto the Complainant Interest upon the Ballance, from the
Expiration of One Year and One Day Since the Granting of the
Probate of the Last Will and Testament of Nicholas Gray Deceased
and that the Defendant do pay all Costs of this Suit

Dft Exr

Filed this 2d February 1773

To the Worshipful the Mayor
and Aldermen Judges of the Honble
the Mayors Court at Madraspatnam

The Humbly Petition of Roger
Pemberton of the late Prison Gaoler

Sheweth

That Your Petitioner has been Gaoler of this
and the Old Prison upwards of fifteen Years During which long
Period there has no Complaint ever been made of his Conduct, and
by his long Continuance in that Office hopes he has discharged his
Duty with a Care and fidelity to merit the Attention of this Hon.ble

Humbly Sheweth that Your Petitioner Conducts
this Honble Court whereunto any Persons are to appoint
Salary of Four Pagodas per Month, and Four Fanams per
Coast free he humbly Conceives are not adequate to the
Labour he is Obliged to undergo owing to the Great
Persons from the Fort and the Europeans Back, he therefore
Summons and Assembly Proper of this Honble Court
Commands their Consideration and Grant him such
to his Salary as shall on the wisdom of this Honble
Most for which he as in Duty Bound Your Petitioner
Pray

February 9th 1773

Reg.d Fanthorne
Cashr

February 9th May 1773

To the Honble the
Court at Madraspa

Humble Complainant
Honble Court Your Orator Edward Saunders
St George Fort of Madraspatnam and the Districts
Council Sambiah Heroon Subadar and Hands and
Your Orator in the fall and just Sum of Sixty thous
Money of Madras making in Sterling Money of Great
at the rate of Eight Shillings for every Pagoda the Sum
Pounds one four Shillings as will more fully and at Large
by an Account thereunto Annexed for the Inspection
Court and which Your Orator Prays may be taken
by Your Orator's Bill of Complaint and Your Orator
Shews that the said

But now so it is may it Please this Honble Court the said
Council Sambiah 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 Genl Relief such as to
this Honble Court shall appear Agreeable to Equity and good
Conscience And the End therefore that the said Council Sambiah
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 Sixty thous
Pagodas with all such Interest as now is or shall hereafter become
Due thereon also all Costs of Suit

May it Please this Honble Court to Cause
the said Council Sambiah to be Summoned and Required by the Sheriff
of Fort St George Town of Madraspatnam and the Districts
thereof Severally to be and appear before this Honble Court at a Certain
time and Place to be by this Honble Court Prefixed and Appointed then
and there to Answer this Your Orator's Bill of Complaint and
further to stand to and abide by such Order and Decree therein as
to this Honble Court shall seem Meet

John Sykes
Attorney for the Complaint.

Council Sambiah
to come Sick Bonds and Appear Personally at Publick
Outcry on Tuesday the 6th March 1773
this Hon.ble Court at Madraspatnam

Dft
Pagoda 43

Fort St George 27th March 1773
Errors Excepted

340

Mayors Court at Madraspatnam

Tuesday the 5th Day of June Anno Domini

Present

George Baker Esquire Mayor

Reynold Adam and John Hinton

Aldermen

Belmen Esqr Sheriff of Fort St George and Towns of Madraspatnam and Parts thereof Complainant

Court Sundries

Defendant

Appearing by the Records of this Court that the Defendant hath been Served with the Writ of Subpoena to Answer the Complainants Bill but wilfully and Obstinately refuseing to do This Court doth therefore Decree and Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full Sum of Forty three Pagodas Pagodas 43 — — with Interest all costs Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

By Court

Entered the 6th June 1717

John Hinton

158 171

341

To the Honble Court Your Orator Humphry Harper Mayor in the Service of the Honble United Company of Merchants of England Trading to the East Indies at present at Trichinopoly by his Attorney Alexander McKenzie Captain in the said Companys Service at Present at Fort Saint George That Comrapilla of Madras Merchant Stands Indebted unto Your Orator in the full and Just Sum of Five Thousand Pagodas Current Money of Madras making in Sterling money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four hundred Pounds as will more fully and at Large Appear by a Copy of a Mortgage 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 The Original being in Your Orators Custody and Ready to be produced for the Inspection of this Honble Court when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested payment from the said Comrapilla of the said Sum of One Thousand Pagodas But now so it is May it Please this Honble Court the said Comrapilla 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 Genl Relief Such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Comrapilla May upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Pagodas with all Such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

to Cause the said Comrapilla to be Summoned and by
the Sheriff of Fort Saint George Esqr of Madraspatnam
Defendt to Shew Cause if any he can why he and Appear before
Court at a Certain time and Place to be by them Limited
and Appointed then and there to Answer the Said
Bill of Complaint and further to Stand to Abide
Order and Decree thereon as to this Honble Court
Shall

John Sykes
Attorney for the Co

Know all Men by these presents that
of Madras Merchant for and in Consideration of the Sum
Thousand Star Pagodas Current Money of Madras aforesaid
Paid by Humphry Cooper Mayor of Fort Saint George
before the Sealing delivery of these Presents the Receipt
Said Comrapilla doth hereby Acknowledge hath Granted
and Sold and by these presents doth Grant Bargain
unto the said Humphry Cooper his Executors Administrators
Assigns all that Piece of Ground Scituate Lying
and being on Peddy Street Pettah or Fortified Part
Town of Tamarany and Pedapolle and now in the Occupation
also the Little Part of the said Tenement & House and
said Messuages or Tenement Lands and Premises above
and every part and parcell thereof with the Appurtenances
the said Humphry Cooper his Executors Administrators
Assigns for ever

Provided always and these Presents
upon these Conditions and it is the true intent and meaning
and of the Parties hereunto that if the aforesaid Comrapilla

Current Money of Madras 1000 Star or before the Fifth day of May
next ensuing together with the Interest which may become due
thereon after the Rate of Eight ℔ Cent ℔ Annum without any
Deduction or Abatement for or by reason of any Taxes Assessments
or Impositions whatsoever either Ordinary or Extraordinary for any
Part thereof That then and from thence forth these Presents and every
thing herein Contained, shall cease Determine and be Void to all
intents and Purposes any thing herein Contained to the Contrary
Notwithstanding In Witness whereof the said Comrapilla
hereunto Set my Hand and Seal in Fort Saint George aforesaid
this fifth Day of November 1772

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of

True Copy John Sykes
Attorney for the Compl.ts

Mayor's Court
Madraspatnam

Tuesday the 20th Day of July
Anno Domini 1773

Present

George Baker Esquire Mayor
George Mowbray and John Renton
Aldermen

Between Humphry
Cooper Mayor in the Service of the
Honble United Company of
Merchants of England Trading
to the East Indies at Present at
Fort Saint George by his

344.

on the said Company
Pursuant to Act Assembly
ment and Conveyance
Merchant Defendant

Appearing by the Record
that the Defendant hath been served with the Writ
the Complainants Bill but not fully and Obstantly
to this Court Doth therefore thinks fit to Order
Defendant Do Forthwith Come and Answer
unto the Complainant the full and just Sum of Ten
Pagodas Viz.t 1000 — Together with all such
as shall hereafter become Due thereon with full
Made also all Costs of this Suit

Clerk

Filed 21 May 1773

To the Honble
Court at Madras

Humble Complainant
Humble Court Your Orator Humble Humbly
by his Attorney Sworn of the same place Merchant
of Great Britain Inhabitant doth Publish and
full and Just Sum of Forty One Pagodas Thirty
Twenty Seven Cash Current Money of Madras
Money of Great Britain at Twenty Eight
Rupees the Sum of Twelve Pounds Fifteen Shillings
Three Pence Sterling as well unjustly and at large
Bond or writing Obligatory as Account Current

160 173

345.

Admitted as part of this his Bill of Complaint and Your Orator
further Sheweth unto this Honble Court that he hath frequently and
in Amicable manner Requested Payment from the said Singapeen of
the said Sum of Forty One Pagodas Thirty Seven Fanams and Seventy
Seven Cash But now so it is may it Please this Honble Court the
said Singapeen 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 Honble Court
shall appear Agreable to Equity and good Conscience To the End
therefore that the said Singapeen 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 Forty One
Pagodas Thirty Seven Fanams and Seventy Seven Cash with all such
Interest as now is or shall hereafter become Due thereon also all Costs
of this Suit

May it Please this Honble Court to Cause the
said Singapeen to be Summoned and required by the Sheriff of Fort
Saint George Viz.t of Madras Patnam and the Districts thereof
Personally to be and Appear before this Honble Court at a Certain time
and Place to be by this Honble Court Prefixed and Appointed then
and there to Answer Your Orator's Bill of Complaint and further
to stand and abide by such Order and Decree therein as to this
Honble Court shall seem Meet

John Sykes
Attorney for the Complainant

[illegible] Company
Present at Fort St
ment and Company
Merchant Inhabit

Humbly Complaining Sheweth
that the Defendant hath been Served with the Writ
the Complainants Bill but unjustly and Unchristianly
to the Hon.ble Court doth thereupon stand [illegible]
Order Accordingly Come and Swear that the Defendant
unto the Complainant the Sum and Sums of Pa
Pagodas Viz.t 1000 — together with all such
as aforesaid hereafter become Due thereon with full
Made also all Costs of this Suit

Sworn

Fort St. George May 17th

To the Honble
Court of Mad

Humble Complainant

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible]
by his Attorney Inhabitant of the same place Inhabitant
of Said Company Inhabitant doth Exhibit unto this
Sum and Sums of Thirty One Pagodas Thirty Seven
Seventy Seven Cash Current Money of Madras making
Money Great Britain at the Rate of Eight Shillings
Pagoda the Sum of Twelve Pounds Fifteen Shillings and
Three Pence as will more fully and at large Appear by the
Bond or writing Obligatory or Memorial thereof and
[illegible]

Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in Amicable manner Requested Payment from the said Singapeen of the said Sums of Thirty One Pagodas Thirty Seven Fanams and Seventy Seven Cash But now so it is May it Please this Honble Court the said Singapeen 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 Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Singapeen 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 Sums of Thirty One Pagodas Thirty Seven Fanams and Seventy Seven Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Singapeen to be Summoned and required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer Your Orator's Bill of Complaint and further to Stand and abide by such Order and Decree therein as to this Honble Court shall seem Meet

John Sykes
Attorney for the Complainant

Madras 15th

Singapore Sum of Pagodas Thirty Seven & half to
be drawn Entered and Entered from Annachilla Modelly
Headopah Modelly the full and Just Sum of Pagodas Thirty
Seven & half Madras which Sum is to be paid three
Quarters of a Pagoda with Interest at the rate of Sum p Cent
Voluntarily Witness Hand

Singapore

Witness
Bentley and Valley Esqrs

A true Translation as near as can be
in the Malabar Language by Cavaliah Interpreter

John

Attorney for the

Dr Singapore in Account Current with Annachilla Modelly

1771 February 15	To the Amount Principal of Sing Bond or Obligation of this date & Interest on Ditto from the 15th February 1771 to the 15th May 1771 & 3 Months Interest Ditto	37	1771 February 15	By Cash Entered By Interest on Ditto from the 15th May 1771 to the 15th May 1771 & 3 Months Interest Ditto	
	Pagodas	37.14.32		Pagodas	

Fort St George 15th May 1771
Errors Excepted

To all People to whose View these Presents shall come
Greeting whereas Singapeen of St Thome Inhabitant is and by a Bond
or Obligation bearing date the Fifteenth day of February in the Year of
Our Lord One Thousand Seven hundred and Seventy One became bound
to Annachilla Modelly of Madras Inhabitant in the sum of Thirty
Pagodas payable every Month three Quarters of a Pagoda with Interest
as in and by the said Bond or Writing Obligatory may Appear And
Whereas there now remains due to the said Annachilla Modelly
the Sum of Thirty One Pagodas Thirty Seven fanams and Seventy Seven
Cash being the said Amount Principal of the said Bond together
with Interest thereon from the said Fifteenth Day of February One
Thousand Seven hundred and Seventy One. Now Know ye That
the said Annachilla for a Valuable Consideration to him in hand
Paid by Fortune Johnson of the same place Inhabitant at or before
the Sealing and Delivery of these presents, the Receipt whereof he the
said Annachilla Modelly Doth hereby Acknowledge, he the said
Annachilla Modelly Hath Assigned and Set over and by these
Presents Doth Assign and Set Over unto the said Fortune Johnson
the said Bond or writing Obligatory and the money or Amount
Principal Interest thereupon due and owing and which may become
Due thereon and all his Right and Interest of in and to the same
and every Part thereof, and the said Annachilla Modelly for the
Consideration aforesaid hath made Constituted and Appointed and
by these Presents doth make Constitutes and Appoint the said Fortune
Johnson his Executors and Administrators his true and Lawfull
Attorney and Attorneys and Attorneys Irrevocable for him and
in his Name and on his Name and Names of his Executors and
Administrators, but for the Sole and proper use and Benefit of the
said Fortune Johnson his Executors Administrators and
Assigns, to ask require Demand

Between Annachitta Mondelly of Madras Inhabitant by his Attorney Fortune Johnson of the same place Inhabitant Complainants and Singapenty of St Thomé Inhabitant Defendant

It Appearing by the Records of this Court that the Defendant hath been Served with the usual Rules to Answer the Complainants Bill, but wilfully and Obstinately refusing so to do, This Court doth therefore think fit to Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Thirty One Pagodas and Thirty Seven Fanams and Seventy Seven Cash / Pags 31. 37. 77. / together with Such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

By Court

Filed 2 June 1773

To the Worshipful the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful Court Your Orator George Savage of Fort Saint George Merchant That Pennicadoo Pallai Chitty of Madras Merchant Stands Indebted unto Your Orator in the full and Just Sum of Three hundred and Ninety Nine Pagodas Seventy Nine Fanams and Fifty Cash Current Money of Madras Madras Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One hundred and Fifty Nine Pounds Seventeen Shillings and eleven pence as three Bonds Obligatory

[illegible] Bond or Writing Obligatory under the hand of the said Defendant Pennicadoo Pallai Chitty to Your Orator for the Sum and Payment thereof in and Court the said Bond or Writing Obligatory and other Release and Discharge thereof and Covenant Warranty under him to Confirm and ratify and allow unto the said Defendant his Attorney or Attorneys under him shall Lawfully be Deemed Annachitta Mondelly Doth hereby allege and Declare that he the said Annachitta Mondelly doth and will Receive the said Money due or to become Due or owing Obligatory or any part thereof and thereof or Discharge the same or any part thereof but will Prosecute all Lawfull Proceedings for Recovery thereof the said Defendant Leaving the said Annachitta Mondelly harmless from any Costs that may happen to him thereby In Witness whereof the said Annachitta Mondelly hath hereunto and Seal at Madras this Seventeenth Day of May One thousand Seven hundred and Seventy three

Signed Sealed and Delivered in the presence of Witness Sworn Interpreter to the Court

Mayor's Court Madraspatnam

Tuesday the 8th Day of June Anno Domini

Present