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Filed 22d March
Read 1st April } 1766

To the Honorable the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court
Your Orator Coleman.no Kistamanaycn of Madras Dubash, that Valeriano Johnson
the same place Inhabitant, doth stand Indebted unto Your Orator in the full and
Sum of two hundred twenty four Pagodas and thirty four fanams Current money of
Madras making in Sterling Money of Great Britain at the Rate of Eight
Shillings each Pagoda the Sum of Eight Nine pounds Eighteen Shillings and ten
pence or thereabouts, As will more fully and at large appear by an Account
Current hereunto Annexed for the Inspection of this Honorable Court and which
Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint
And Your Orator further sheweth unto this Honorable Court that He hath
frequently and in an Amicable manner Requested payment from the said
Valeriano Johnson of the said Sum of two hundred twenty four Pagodas and
thirty four fanams But now so it is may it please this Honorable Court
the said Valeriano Johnson Obstinately and wilfully Refuses to pay the same or
to give Your Orator any Manner of Satisfaction touching the premises Your orator
therefore prays all general Relief such as to this Honorable Court shall appear
Agreable to Equity and Conscience

To the end therefore that the said Valeriano Johnson may
upon his Corporal Oath full true direct and perfect answer make to all and
Singular the matters and things herein aforesaid and alledged as fully truly &
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 twenty four Pagodas and thirty
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 Honorable Court to Cause the said
Valeriano Johnson to be Summoned and Required by the Shiriff of Fort
Saint George Town & Madraspatnam and the Districts thereof personally to

Appear before this Hon'ble Board a Petition this day Read
Hereto Annexed and Appended Whereby the Petitioner Claims
a Sum by Such Order and Some Money as by His Hon'ble Board shall be Awarded

For Fort St George the 22 March 1766

The Petitioner Sworn to the
Contents of the Petition
and Signed in the Presence of the
Hon'ble Board this 22 March 1766

John Smith
Attorney for the Petitioner

Dr

Valorigno Johnson in Account Current with Cotam Kistamonoyca

Cr

		Pags	Fs	Cas
25th	To Cash lent You on Your Obligation	50	"	"
	To Interest on ditto from the 25th day of December 1764 to the 20th day of March 1766 being 1 Years 2 Months and 25 Days @ 8 ℘ Cent ℘ Annum	4	34	"
	To Ballance of Accounts Settled this day	170	"	"
	Pagodas	224	34	"

		Pags	Fs	Cas
1766 March 20th	By Ballance	224	34	"
	Pagodas	224	34	"

For Fort St George 20th March 1766

Errors Excepted

Read and filed
6th March 1766

The Answer of Valoriano Johnson of Madras Inhabitant Defendant, to the Bill of Complaint of Coliam Kistamonoyea, also of the same place Dubash Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself, all, and all manner of benefit, and advantage of Exception, to the many Errors, uncertainties, and insufficiencies in the said Bill contained, for answer thereunto, or unto so much thereof as this Defendant is advised, doth materially concern him to make Answer unto, He this Defendant answereth & saith that he is not indebted to the Complainant, in the sum said for, but admits to be indebted to him, in the Sum of Seventy two Pagodas thirty Seven Fanams & Seventy four Cash, as will more fully and at large appear by the Account Current hereunto annexed, for the inspection of this Honble Court, and to which this defendant most humbly refers, and prays that the same may be admitted as part of this Answer, This Defendant further saith that the Complainants Account Current is fallacious for he can only admit the Article of Fifty Pagodas, to be a true charge, & which this Defendant as given the Complainant Credit, in his said Account Current, & reducing to the Sum of One Hundred and Seventy Pags. which the Complainant has debited this Defendant, this Defendant cannot admit of the same to be a just charge, as the Complainant, and He never came to any settlement of Accounts, and this Defendant further says, that when he delivered the Fifty nine Pieces of white Ginghams to Shew Veerasawmy his Bondsman, and the Jewels as inserted in this Defendants Account Current, he gave him a Positive Order, not to dispose of the said white Gingham, under Two Pagodas and a half per Piece and at the same time delivered a List of the said Jewels, & cardera, wherein was ascertained the Real value of them, and which was Signed by this Defendant which said List he humbly presumes is in the Possession of the Complainant, or else he would have never endorsed them, and which he prays may be produced to this Honorable Court

All which matters and things this Defendant is ready to aver, maintain, and prove, as this Honorable Court, shall direct, and humbly prays

prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

William Cranwell
Attorney for the Defendant

Coliam Kistamonoyea in Account Current with Valoriano Johnson

Pagodas

| | | |

Jur in Cur
6th May 766

A Resposta de Valeriano Johnson Habitante da Madeira Defendente pella Quexa de Cotam Kistnamonegca Dubarry do mesmo Lugar Quexante

Este Defendente Agora, e tudo tempo Adiante Salvando a Nunca por sim tudo todo e Maneira de Beneficio e Avantage de excepçaõ pello muitos Erros, Incertos, e Insufficiencias que na dilla Quexa se contem e pella Resposta do qual este defendente diz que elle naõ deve ao Quexante e Soma que se contem na sua dita Quexa Porem este Defendente Admitem que elle deve ao Quexante a Soma de Setenta dois Pagodes, trinta sete fanoens e quatro Cazz, qual cuza saber na Conta Corrente annexado Muta sua Resposta por enspeçaõ deste Honoravel Corte, qual este defendente posso de Admeter como huma parte dista sua Resposta: Este Defendente como tambem diz que a Conta Corrente do Quexante hê falsa, porem Admite ao Artiolo de Sincoenta Pagodes por sua devida e mas naõ qual soma este defendente deo ao Quexante Conta em sua Resposta Com Respeito do Conto cententa Pagodes que ao Quexante faz este Defendente devidor, este Defendente de nenhum Modo pode Admitter de ser verdade, Como ao Quexante este Defendente nunca se Ajusto As Contas entre elle, este defendente tambem diz no tempo que elle entregou a sua fiador Shew Vara Sevenny as Sincoenta e nove pedasos de Guingas Brancos e Cayas mentionado nesta sua Annexado Conta, naõ deo elle Ordem de dispozar ao ditto Guingas por menos de dois Pagodes e meu por cada pedaço, tambem no Mesmotempo deo elle huma Lista da ditta Joyas Etc. na qual Lista contava a Valia do ditto Guingas e Joyas abaixo de Apontado deste Defendente, Qual Lista este Defendente presume de ser agora na Posicaõ do Quexante qual Lista este Defendente pesso a este Honoravel Corte de Obriger ao Quexante de Produzer.

Todo este Materias e Cauzas este defendente esta prompto de Mantenar e Provar como este Honoravel Corte se ade directar e humildemente Peço de ser fora com sua Resonavel Gasto muy Endevidamente Sustentou

Valeriano Johnson

Dor. Cotam Kistnamonegca em Conta Corrente com Valeriano Johnson Anno

							Pagodas 332 ½
Março 25	Por Dias Medras ao Nº 16					8 ...	
	Por 29 Aparg por mim Recebido					27 40	
	Por Joias por 1. 2 5 @ 8 Pard. p Plumas						
	Por 2 14 de Joias Brancas entregou aos com ordem						
Abril 21	Por 2 14 de Joias de Dispozar @ 2½ Pagode pedas						
	Por Joias de Dias e Conta Mandado da Dita Quexa						
23	entregado aos por mim feita emminha Conta pard						
	aos dispozou em minha Conta Corrente						
Abril	Por Aparg que Mandou Pella pagou aos por Minha Conta					20 ...	
Março 10	Por Joias por 1 25 @ 8 Pard.					2 ...	
	Por hum Quarto de Dando Cahitty em mesmo						
	Por Balanca Dor						
						Pagodas	

Pd. de Quexante em sua Conta Corrente mas Soy Devidor da Quexante por Joias e Aparg como Mes este e dia que foy Contado por Joias e Aparg

Madrasta 8 de Abril 1766

Valeriano Johnson

Read and filed
10th June 1766

The Replication of Edam Kistnamoneyea of Madras Dubash Complainant to the Answer of Valoriane Johnson of the same place Merchant Defendant

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Untruths Imperfections and insufficiencies in the said Answer Contained for Replication thereunto saith that he will ever justify Maintain and prove his said Bill of Complaint and Account Current thereunto Annexed, and all and every the matters and things therein Contained to be true and Sufficient in the Law for the Defendant to answer unto and that the Answer of the defendant is very Uncertain Untrue and insufficient in the law for this Replyant to Reply unto, and for further Replication this Replyant saith that the Defendant is justly and truly indebted unto this Replyant in the Sum sued for, as this Replyant doubts not to make Clearly appear to the Satisfaction of this Honorable Court and with respect to the account Current Annexed to the Defendants Answer the same is in Most Particulars fallacious and devised to avoid the Payment of this Replyants Just demand and therefore this Replyant thinks himself Under the necessity of answering it particularly in Order to Convince this Honorable Court of the Unjustness thereof, and of the Justness of this Replyants said Demand and humbly Craves this Honorable Courts Attention to the Subsequent Narrative, and first with Regard to the Article of Eight Pagodas with which the Defendant has debited this Replyant for Timbers and Planks, this Replyant saith the Defendant had not the least right to Charge this Replyant therewith as the Defendant has no Business with it, nor has it the least Connection with the Present dispute, as this Replyant Purchased them from the Defendants Brother and not from the Defendant and therefore this Replyant is not in the least Answerable or Accountable to the Defendant for them, but to his Brother from whom he Purchased them as aforesaid, and this Replyant denies to have received of the Defendant two Corge and nineteen Pieces of white Gingham with which the Defendant has debited this Replyant, and that with a Pretended Order for this Replyant to sell them at two Pagodas and a half per Piece and not under this Replyant in Answer thereunto saith that such Charge and assertion he can by no Means admit of as the same is false and Unjust but to set forth the Justness and the Lehgiousness thereof in more Clear light this Replyant saith that said Gingham was deposited by the Defendant with one Three Vena Sawmy who delivered it by the Defendants Order to One Sydapaurum Andyapah with Directions for him to Dispose of it and who accordingly did dispose of it in presence of this Replyant, and this Replyant kept an Account of it and to what amount it was sold, and which was disposed of for no more than the Sum of One Hundred and two Pagodas and seven eighths of a Pagoda at one Pagoda and three Quarters of a Pagoda per Piece, which Sum this Replyant admits to have Received of the said Andyapah on Account of the Defendant and for which this Replyant has duly credited the Defendant in the Account Current hereunto Annexed for the Inspection of this Honorable Court and which this Replyant prays may be Admitted as part of this his Replication which Account Current he has so Annexed in Order to Convince this Honble Court of the Justness of his Charge with Regard to the Ballance of one Hundred and Seventy Pagodas Charged in the Account Current annexed to this Replyants Bill of Complaint and to Shew how the same arose and in what manner the said Accounts were Settled as the Defendant has so boldly Asserted in his Answer that this Replyant and he never came to any Settlement of Accounts, and with respect to the Sum of Fifty one Pagodas, Thirty eight fanams, and forty Cash worth of Jewells with which the Defendant has debited this Replyant, This Replyant saith that the said Jewells were sold by the same person who Mortgaged them to the Defendant in Presence of this Replyant for the Sum of Thirty One Pagodas thirty eight fanams, and Sixty Cash, and not for the Sum of fifty One Pagodas, thirty eight fanams and forty Cash, which Sum this Replyant Acknowledges to have received by the Defendants order from

from the said Sydapauvum Andyapah and for which He has also Credited the Defendant in the said Account Current hereunto annexed, and with Regard to the Sum of Twenty Pagodas, with which the Defendant has also debited this Replyant He this Replyant also admits to have Received the same from Monte Pillah and for which He has Credited the Defendant in the Annexed Account Current but with Regard to the Sum of Thirty one Pagodas, with which the Defendant has also debited this Replyant on a Pretended Assignment of a Bond of Ananda Chitty this Replyant saith the same is a false and Unjust Charge and that this Replyant Ought by no Means to be Charged therewith as the Defendant lent the said Ananda Chitty the said Sum of Thirty One Pags. and got the Bond drawn out in this Replyants Name and which the Defendant Calls an Assignment, tho it is neither an Assignment nor has this Replyant any thing to do therewith, and this Replyant having finished Answering or Replying to the Debit side of the Defendants Account Current Annexed to his Answer He now Proceeds to reply to the Credit side thereof and Says that the Sum of Two Hundred and fifty Pagodas, which the Defendant has Credited in the Account Current annexed to his Answer, but this Replyant Saith that the Defendant has not Credited this Replyant in full or for the whole of what this Replyant has paid on this Account as this Replyant paid by the Defendants Order to the said Andiapah and One Ninniapah the several and Respective Sums charged in the Account Current hereunto annexed exclusive of and besides the Sums of fifty five Pagodas and Two hundred and fifty Pagodas for all which Sums so paid by the Replyant as aforesaid He the Defendant ought to have Credited this Replyant in the Account Current Annexed to his Answer and this Replyant further saith that in Order to Put his Demand in a better Light and to make the same more Clearly Appear to this Honble Court He Humbly Craves this Honorable Courts Attention to the following Narrative, that whereas the Defendant entered into a Contract with the Committee of works to furnish the Honorable Company with as many Bricks as they Chose or had Occasion for and for the Performance of the said Contract the Defendant became bound to the said Committee of works in the Penal Sum of five Hundred Pagodas, for the true Performance of which Contract or the Payament of the said Penalty the said Streevera Savamy stood Bondsman for the Defendant on which account He the Defendant deposited in the Hands of the said Streevera Savamy his House Bill of Sale, some Jewells and Ginghams together with an Agreement Bond from under the Hand of the said Andyapah in Order to indemnify the said Streevera Savamy from what might happen to him on that head but the Defendant not being able or neglecting to fulfill his said Contract with the Gentlemen of the Committee of works they obliged him to discharge the said Penalty of five Hundred Pagodas by Prosuing his Bondsman the said Streevera Savamy for the same who was then obliged to Prose the said Andiapah by Virtue of his said Agreement Bond, so Dejected with the said Andiapah for his Indemnification as aforesaid and the said Andiapah a few days after discharged the said Streevera Savamy from his being Bail or Bondsman for the Defendant as aforesaid as the Defendant at that time for some Cause was kept in Gaol and would by no means come to any adjustment of matters nor could the said Andiapah Persuade him to it, this behaviour of the Defendant and the Proceeding of the Committee distressed the said Andiapah very much and he not knowing what to do, or which way to Proceed was Obliged to do the best he Could by Presenting Petitions to Several Gentlemen and by Running to great Expences after which with a deal of Trouble, the Gentlemen of the Committee of works were pleased to forgive the Defendant the Sum of two Hundred and fifty Pagodas Out of the Sum of five Hundred Pagodas Penalty but the Remaining Sum of Two Hundred and fifty Pagodas with Interest and Charges &c. Amounted to the Sum of Two Hundred and ninety three Pagodas, and Twenty One fanams, as will appear in the Debit Side of the Account Current hereunto Annexed which Sum this Replyant was desired by the Defendant to pay to the said Andiapah, and which this Replyant did accordingly pay to him at the Different times in the said Account Current Mentioned on which Account the said Andiapah was to Sell the said Gingham and Jewells & to pay the money Arising therefrom to this Replyant & the Ballance that should then appear due to this Replyant the Defendant Promised faithfully to discharge & therefore the Defendant had a right to Call the said Andiapah in Question for the Sale of his said Gingham and Jewells and not this

Replyant, as this Replyant only Received the money that Accrued therefrom, from the said Andiapah the Person who sold them for the Defendant, And this Replyant also saith that he will justify maintain and Prove his Account Current Annexed to his Bill of Complaint to be just and true for with regard to the Sum of Fifty Pagodas with which this Replyant has debited the Defendant for the Defendants Bond, the Defendant has Acknowledged in his Answer to be justly due to this Replyant and with Regard to the Sum of One Hundred and Seventy Pagodas, which the Defendant denies being Indebted to this Replyant, this Replyant doubts not to prove to the Satisfaction of this Honble Court that not only Accounts were Adjusted and Settled Between this Replyant and the Defendant Executed a Bond to this Replyant for the said Ballance of One Hundred and Seventy Pagodas Notwithstanding the Defendant has in so Solemn Amanner declared that He and this Replyant never came to any Settlement of Accounts which Bond is in the Possession of Tatty Chitty Hitty Rajelloo Naique who is ready to Testify the same upon Oath when He shall be required so to do and this Replyant further saith that the Reason why the said Bond was Deposited in his hands was that after such Bond was executed by the Defendants as aforesaid He the Defendant requested this Replyant to give him six Months time for the Payment of it, which time this Replyant would not Allow Him, and further proposed and begged of this Replyant to Accept the aforesaid Bond of thirty One Pagodas in his favor of Ananda Chittys and Some Petty Mortgages for money due to the Defendant from some Pariar People to the Amount of forty Pagodas, and the Sum of One Hundred Pagodas in hand together with a Brest Jewell with Precious Stones as Security for this Replyants Money, and to Return the Defendant His House Bill of Sale, which Proposal also this Replyant refused to Comply with and therefore he Delivered the said Bond into the Hands of the said Hitty Rajelloo Naique with Orders not to deliver the same to this Replyant and this Replyant also Ordered the said Hitty Rajelloo Naique not to Deliver the said Bond to the Defendant at the same time telling him that if he did Deliver the said Bond up to the Defendant without his this Replyants Consent He this Replyant would not

not make his Diamond on the Defendant but on him for the Amount thereof by Reason of which the said Hitty Rajelloo Naique will neither Deliver up the said Bond to this Replyant nor to the Defendant And this Replyant Humbly refers this Honble Court to the Account Current hereunto Annexed which is a true Translate of the very same Account that was adjusted and Settled between this Replyant and the Defendant as aforesaid and from which the said Sum of One Hundred and Seventy Pagodas being the Ballance thereof did arise and for which this Replyant has Justly debited the Defendant in the Account Current annexed to his Bill of Complaint the justness of which Charge this Replyant doubts not to make Clearly Appear to this Honble Court notwithstanding the Defendant has denied the same in his Answer tho this Replyant with Submission to this Honorable Court humbly Conceives that the Account Current hereunto annexed with it self without any other Evidence be Sufficient to Confute the Defendants Unjust and fictitious Answer which Several and Respective Sums so by this Replyant in the Same Account Current Charged to have been paid to the said Andiapah and Mirzapah were paid at the request and by the Order of the Defendant at the Several and Respective times therein Charged and which said Sums being Added together with just make the Sum of three Hundred and forty four Pagodas, thirty three fanams, and forty Cash, in Pledge or on account of which Sum of three Hundred and forty four Pagodas, thirty three fanams, and forty Cash, this Replyant obtained of the said Andiapah by Order of the Defendant his the Defendants said House Bill of Sale and aforesd Jewells set with Precious Stones, which are still in this Replyants Possession and ready to be Produced for the Inspection of this Honorable Court when required and which this Replyant is ready to Deliver up to the Defendant or his Order upon his Paying this Replyant the Sum sued for and which He justly Owes this Replyant and this Replyant further saith that the Sum of fifty One Pagodas Thirty eight fanams and Sixty Cash, with which this Replyant has Credited the Defendant in the said Account Current hereunto Annexed was Received by this Replyant from the said Andiapah on the Defendants Account for Jewells

Jewells sold by him and the Sum of One Hundred and two Pagodas Thirty six fanams, and Sixty Cash was also received by this Replyant from the said Andiapah on Account of the Defendants Lying sum sold by him which said Sums together with the Sum of Twenty Pagodas Received by this Replyant from Mootu Pillah and for which He has also given the Defendant Credit in the said Account Current hereunto annexed Amounts to no more than the Sum of One Hundred and Seventy four Pagodas, Thirty three fanams, and forty Cash, deducting which Sum from the said Sum of three Hundred and forty four Pagodas Thirty three fanams, and forty Cash, the Ballance remaining due to this Replyant on that account is plainly the Sum of one Hundred and Seventy Pagodas and for which the said Bond was drawn and Executed to this Replyant and left in the hands of the said Tatty Chitty Hitty Rajilloo. naigue as aforesaid which said Sum of One Hundred and Seventy Pagodas being Added to the Sum of fifty Pagodas the amount of the Defendants Bond and Interest thereon makes Just the Sum of Two Hundred and Twenty four Pagodas and thirty four fanams, which is true and Just sum in which the Defendant doth stand Justly and truly Indebted to this Replyant and for which He Exhibited his Bill of Complaint in this Honorable Court

All which matters and things this Replyant is Ready to aver maintain and Prove as this Honorable Court shall direct and humbly prays as in and by his said Bill of Complaint he hath already Prayed

John Sykes
Attorney for the Replyant

Dr Valoriane John Stone in Account Current with Colam Kistamonjee Cr

1765 Novr 20	To Cash paid by Your Order to Andiapah on Account of Your Profit & the Committee as p Your agreement			By Cash Received of Andiapah on Your Account being for Jewells sold by the Pagoda Peake	51.20.40
Decr 22	To ditto paid to Andiapah by Your Order	10.24.40		Mortgaged them to You	
1766 March 19	To ditto paid to ditto	32.24.22		By ditto on Your Account for Jewells sold by Andiapah	102.24.40
March 9	To Cash paid by Your Order to Meniapah	24.32.40		By ditto Received from Mudapillai on Your Account	20.—.—
	To Cash paid Court Charges by Your Order	14.14.—.			174.33.40
		51.12.40		By Ballance Due	174.33.40
	Pagodas	344.33.40		Pagodas	344.33.40

E. E.

Errors Excepted

Read and filed
July 2d 1766

The Replication of Velorians Johnson of Madras Inhabitant Defendant to the Replication of Colam Kistnahmenoyo also of the same place Dubash Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself, all and all manner of benefit and advantage of exceptions to the many errors, uncertainties untruths, and imperfections in the said Replication contained, saith that this Defendants answer, is certain true and sufficient in the Law to be Replied unto, this Defendant further saith, notwithstanding the Complainants prolix Replication, he is only indebted to him, the Sum of Seventy two Pagodas thirty seven fanams and twenty four Cash, and that the Account Current annexed to his Answer is just and true, but the Complainants account are innumerous for the Complainant in his Account annexed to his Replication hath charged this Defendant, on the Sum of two Hundred and fifty Pagodas, paid the worshipful Committee of works. Eighty Pagodas, Twenty eight fanams, and forty Cash, for interest, which is an illegal usuary and charged as follows, ten Pagodas, thirty six fanams, and sixty cash and thirty two Pagodas, twenty six fanams, and sixty Cash, said to be paid to Andiapah, with thirty six Pagodas, thirty eight fanams, and forty cash, said to be paid to Ninapah, which said Sums amounting to the said Sum of Eighty Pagodas, Twenty Eight fanams, and forty cash the Complainants hath falsely asserted were paid them by this Defendants order, which interest should be only Twenty six Pagodas, and thirty four fanams, so that it evidently appears in the Article of Interest, the Complainant hath charged fifty three Pagodas, thirty six fanams, and forty cash, to much, the sum of Fourteen Pagodas as and Sixteen fanams charged to this Defendant, as paid by this Order, for Court charges, he Absolutely denies to have given such an Order, and that he is an intire stranger, to it, this Defendant further says the sum of Eight Pag.s for Timber, and Planks, which he hath debited the

charge, true it's the Complainant agreed with this Defendants brother for Timber and Planks, to the amount of fifteen Pagodas, which Goods was the Property of this Defendants the Complainant was sensible of it or else he would never have sent him Seven Pagodas, by the hands of his Son, in part of Payment, and further Corroborative proof, is the Complainants acknowledging before certain Person, he was indebted to him the Remainder of the said Article, this defendant further saith in regard to the white Gingham, which he hath debited the Complainant, he should not have permitted them to be sold, for less than Four Pagodas, and a half, Per Piece, as it was his Positive order, that they should not be sold under, the Complainant with Submission to this Honorable Court should have returned them, or acquainted this Defendant that he could not get the Price he had affixed on them which he Neglecting & selling, or Causing them to be sold for less, this Defendant humbly Conceives with submission makes him liable for the Sum charged him especially as this Defendant sold the same sort of Goods for the same price, this Defendant further says the Complainant should have taken the same caution in the Disposal of the Gingham, as he did with this Defendants Gold and silver Jewels, that he sold, which would have exculpated, or justified him, this Defendant further advances, that Regarding to the sums of Twenty, and Thirty one Pagodas, debited the Complainant are for Two Obligations given him, by Mootapillah, and Ananda chitty who were indebted to this Defendant, the said sums, the Complainants being acquainted therewith, requested this Defendant to assign them debts to him, which this defendant acquiesced with, in consequence of which the Complainant caused two obligations to be drawn in his name the former Obligation of Mootapillas for Twenty Pagodas he hath recorded, and the latter Obligation of Anda Chitty's for Thirty one Pagodas, he hath demanded which has been promised to be paid him with Submission the Complainants Acceptance, makes it his Property, this Defendant further saith can it be Supposed that he would have been so weak, as to have taken from the

Malabar People two Obligations Payable to the Complainant, when he was sensible the Complainant had not the advantage he hath without Transferring them for non payment of preferring a bill of complaint against them in this Honble Court, which he presumes Refutes the absurd & Ridiculous plea of the Complainants saying that he has nothing to do with it, This Defendant further says he hath tacitly passed over the tedious detail of the Complainants Relative to this defendants for feiture for the breach of the conditions of this contract, with the worshipfull Committee of works as he humbly conceives it is superfluous, & no ways pertinent to the matter, this Defendant further saith that he never came to any settlement of Accounts with the Complainant, for the day after the Complainants Concisely delivered the Accounts to the defendant, Complainant not giving him time to examine the said Accounts filed a Bill against him, which prevented him from settling with the Complainant, In Regard to the Cadjan writing drawn in the name of the Complainant for one Hundred and Seventy Pagodas payable on demand, with the Interest of twelve Pcent pAnnum, this defendant further saith the same was delivered to Yalavejoola Naich to keep till the Complainant and this Defendant had settled their Accounts (not to be inforce) and which is only signed with Reg this writing is what the Complainant hath built on, & falsely calls it an Obligation properly executed with Submission to this Honble Court this defendant humbly presumes its of no force or Validity as it was not delivered to the Complainant, nor properly Signed, but only deposited with the said Yalavejoolah Naich, untill their accounts was adjusted & specially as the just ballance due to the Complainant is only Seventy two Pagodas, thirty Seven fanams, and twenty four Cash and this Defendant further saith he humbly conceives that he hath answered the essential parts of the Replication and would not take up the time of this Honble Court, with answering the unnecessary and nudless Agreements made use of by the Complainant, which are far from rendering the matter Demonstrable ———

All which matters and things this Defendant is Ready to aver, maintain, and Prove as this Honorable Court shall direct, and humbly prays, as in & by his said Answer he hath already Prayed

Willm Cranwell
Attorney

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein Cdam Kistnamanoyca is Complainant and Valoviane Johnson is Defendant

To all the Witnesses 1st ..... Do You know the Parties Complainant and Defendant in this Cause? If Yea How long have You so known them or either and which of them do you

Poforopoolaty, Tegapah ..... 2d ..... Did You or did You not Draw out the Bond Instrument or Cadjan Writing now produced and Shewn to You purporting to be a Bond or Obligation from the Defendant to the Complainant in this Cause? If Yea, at whose Request and by whose desire did You so Draw out the same? Did or did not the Defendant Sign the same If Yea did He Sign his whole name thereto or did He sign or put any and what Letters or part of his name? So or is not the way in which He Signed the same his usual or Customary way of Signing Bonds Instruments or Cadjans or other writings the whole of these matters According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare

Kootyan and Tungamam ..... 3d ..... Did You or did not see the Defendant Sign the Bond Instrument or Cadjan writing now Produced and Shewn to You Purporting to be a Bond or obligation from the Defendant to the Complainant in this Cause? If Yes Did he Sign his whole name thereto or did He Sign or put any and what Letters or part of his name? So or is not the way in which He Signed the same his usual or Customary way of Signing Bonds Instruments or Cadjans or other writings? Did You or did You not attest or put Your names as Witnesses to the said Bond Instrument or Cadjan Writing? If Yea, at whose Request and by whose desire did You so attest the same? the whole of these matters according to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

Stru Tura Sawmy ..... 4th ..... Did You or did You not at any time in or about the Year of our Lord One thousand Seven Hundred and Sixty five stand or become Bondsman for the defendant to the Committee of works for the performance of any Contract the

Payment of any Penalty or Sum of Money &c. If Yea upon what Account in particular did You so become Bond? did or did not the Defendant Deposit in Your hands on that Accounting Bill of Sale or other Paper or Papers Jewels and Gingham or other Goods If Yea what in Particular did He so Deposit in Your hands on the Occasion? Did or did not the Defendant Perform or fulfill his Contract with the Committee of works or some other Person or Persons and whom Press or Apply to You for the Payment of any Penalty or Sum of money on account thereof or of the Defendant? If Yea for what Penalty or Sum of money did they so press You for, or Apply to You for the Payment of? Did You or did You not Apply to One Andeapah on Account of the said Committee Pressing You for the Payment of the said money If Yea for what in Particular did You so apply to him? did or did not the said Andeapah discharge You from being bound for the defendant as aforesaid? If Yea, How or in what manner did He so Discharge You therefrom? did or did not the said Andeapah Sell or Dispose of any Gingham which belonged to the defendant If Yea, what Quantity and for how much did He so Sell or Dispose of the same and what became of the Produce thereof, and to whom did He pay the same and on what account, was or was not Accounts at any time Settled between the Complainant and Defendant? If Yea, when and at what Particular time or times and what was the Ballance thereof and in whose favor? the whole of these Matters together with Every Circumstance Relative thereto According to the best of Your Knowledge Remembrance and belief fully and Particular Declare

Andeapah ——— 5th ——— Did You or did You not at any time give Shew Vara Sawmy an Indemnification Bond to Indemnify Him on Account of his being Bailor Bondsman for the Defendant to the Committe of works? If Yea, when and at whose Request and on what Account and for what Reason did You give the said Shew Vara Swamy such Indemnification Bond? did or did not the defendant Perform his Contract with the Committe of works, if not, was or was not the said Shew Vara Sawmy Pressed for the Payment, or was he obliged or did he or did he not pay any Sum or Sums of money to the said Committe or any other person or persons on that Accot? If Yea

did He so Pay the same? Did You or did You not Pay the said Shew Vara Sawmy or the said Committe of works any Sum or Sums of money on Account of Your having Indemnified him against any Damages He might Sustain on that Occasion? If Yea, what Sum or Sums of money and for what in Particular and to whom and at whose Request did You so pay the same? Did or did not the said Shew Vara Sawmy Deliver to You a Bill of Sale Jewels and Gingham or other things which belonged to which He had Received from the Defendant? If Yea, what in Particular did He so Deliver to You and for what Reason and to whom did the same belong? did You or did You not Dispose of the said Jewells and Gingham If Yea, at whose Request and by whose desire and for how much did You so Dispose of the same? did You or did You not Pay the amount thereof to the Complainant? If Yea, at whose request and for what Reason and on what Account did You so pay the same to him? was or was not the defendant Acquainted with the price for which You so Sold the said Jewels and Gingham before You sold them? If Yea by whom was He so Acquainted was He or was He not Satisfied therewith or did He not make any Objections thereto? The whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

Poovapoolaty Pagapiah ——— 6th ——— Do You or do You not know of any Gingham which belonged to the Defendant being Delivered by one Shew Vara Sawmy to one Andeapah? If Yea, did or did not the said Andeapah Sell the said Gingham If Yea, by whose Order and at whose Request and for whom much did He so Sell the same, was or was not the Defendant Acquainted with the Price for which the said Gingham was Sold before it was Sold? If Yea, by whom was He so Acquainted, was He or was He not Satisfied therewith or did He or did He not make any Objections thereto? Did or did not any thing Particular pass between You and the Persons who Purchased the said Gingham or the defendant about the Sale or Price thereof? If Yea set forth the same fully and particularly and the whole of these matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

Mootial Chitty & Cautavy Singarayen ——— 7th ——— Did or did not the Complainant and Defendant Settle accounts together on or about the tenth Day of March in the Year of our Lord one thousand

Seven Hundred and Sixty Six? If Yea what was the Ballance of such Account? was or was not such Ballance in favor of the Complainant? If Yea did or did not the Defendant give or agree to give or Mortgage to the Complainant any Bills of Sale Jewells or other things as Securitys for the said Ballance? If Yea what in Particular did He so give or Agree to Mortgage on that Account or what other Agreement did the Complainant and Defendant make? did or did not the Complainant & Defendant Order or desire Posoopoolaty Tragayah to draw out a mortgage Bond or other Bill from the Defendant to the Complainant for the said Ballance? If Yea, what was the Purport of the said Bond did or did not the said Tragayah Draw out the said Bond Accordingly? If Yea was it Drawn out upon Cadjan or Paper was or was not the said Bond read Over to the Defendant? If Yea Did He or did He not approve thereof? Did He or did He not Sign the same? If Yea did He Sign his whole Name, or did He Sign or put any Letters or part of his Name only? Did He or did He not desire You to Set Your hands thereto as Witnesses? If Yea Did You Comply with such Request Immediately or did You ask them any Question or Questions and what Answer did He give thereto or what in Particular passed or was said on that Occasion? was or was not the said Bond after it was Executed by the Defendant delivered to one Tally Chitty Vejillee Naigue? If Yea for what reason and on what Account in particular and by whom was it so delivered to him? was or was not any Charge Directions or Instructions given to the said Tally Chitty Vejillee Naigue upon Delivering the said Bond to him? If Yea what Charge Directions or Instructions and by whom given? the whole of these matters together with every Circumstance Relative thereto according to the best of Your Knowledge Remembrance & Belief fully & particularly Declare

Posoopoolaty Tragapah } 8. Did or did not the Complainant and Defendant Settle Accounts together on or about the Tenth Day of march in the Year of our Lord one Thousand Seven Hundred and Sixty Six? If Yea, what was the Ballance of such Account? was or was not such Ballance in favor of the Complainant? If Yea did not the Complainant and Defendant desire You to Draw out a Bond from the Defendant to the Complainant for the same? If Yea what was the

purport of such Bond was or was not any Bills of Sale Jewells or other things Mortgaged thereby for the Security of the said Sum to the Complainant? If Yea, what in Particular was so Mortgaged did You or did You not read Over the said Bond to the Defendant? If Yea at whose Request did You so read over the same? was or was not the Defendant Satisfied therewith, did He or did He not Sign the same? If Yea Did He Sign his whole Name or did He Sign or put any Letters or part of his name? Did He or did He not Request any Person or Persons to attest or Witness the same? If Yea, who by name, was or was not any Question or Questions asked or did not any thing pass about the Defendants manner of Signing the said Bond? If Yea, what Question or Questions and by whom asked and what Passed or was said about it, and what Answer or Reply did the Defendant make thereto? Is or is not the way in which the defendant Signed the said Bond his Usual or Customary way way of Signing Bonds Agruments or other writings? Is or is not the Bond or Cadjan writing or Obligation now Produced and Shewn to You of the Signature or hand writing of the Defendant? was or was not the said Bond after it was Executed by the defendant delivered to any Person? If Yea, to whom and upon what Account and for what Reason was it so Delivered? Did or did not one Ananda Chitty at any time in or about the month of march in the Year of our Lord One Thousand Seven Hundred and Sixty Six, give the Defendant a Bond for thirty one Pagodas? If Yea did He give the said Bond to the Defendant in his own Name or did He for any and what Reason give the said Bond in the name of the Complainant and at whose request and on what Account in Particular did He so give the same in the name of the Complainant who advanced the said Sum of Thirty One Pagodas to the said Ananda Chitty? Had or had not the Complainant any thing to do therewith, or was or was not the said money lent by the Defendant to the said Ananda Chitty and the said Bond given for the same a Transaction entirely between the defendant and the said Ananda Chitty the whole of these matters According to the best of Your Knowledge Remembrance and belief fully and particularly Declare

Tally Chitty Vejillee Naigue } 9th. Did or did not the Complainant and Defendant Settle Accounts together

together on or about the Tenth day of March in the Year of our Lord one thousand Seven Hundred and Sixty Six? If Yea, what was the Ballance of such accounts was or was not such Ballance in favor of the Complainant? If Yea, did or did not the Complainant and Defendant or one of them desire one Poiyopoolaty Tragopah to Draw out a Bond from the Defendant to the Complainant for the same? If Yea what was the Purport of such Bond? was or was not any Bill of Sale Jewells or other things mortgaged thereby for the Security of the Said Sum to the Complainant? If Yea, what in particular was so Mortgaged, was or was not the said Bond Read Over to the Defendant? If Yea by whom was it so Read over to him and at whose Request was or was not the Defendant Satisfied therewith? Did He or did He not Sign the same? If Yea did He Sign his whole Name or did He Sign or put any Letters or part of his Name? Did He or did He not Request any Persons to Attest or witness the same? If Yea, who by name? was or was not the Said Bond after it was so Executed and any Bill or Bills of Sale Delivered to You? If Yea, By whom was the same so Delivered and what Bill or Bills of Sale and for what Reason or for what purpose or on what Account were they so Delivered? was or was not any Charge Directions or Instructions given to You therewith? If Yea, what in particular and by whom given? Is or is not the said Bond in Your Possession or what is become thereof? The whole of these Matters according to the best of Your Knowledge Remembrance & Belief fully and Particularly Declare

Poniapah Chitty 10th Did You or did You not get to the Complainant by the order of the Defendant to Offer Payment of any Sum or Sums of money or any Security for any Sum or Sums of money and to Demand or Request the Deliver up of any House Bill of Sale Jewels or other things? If Yea, when did You so apply to the Complainant and what Sum or Sums of Money or Security or Securitys did You so Offer to pay or give on Account of the Defendant and what things did You so demand and what Answer did the Complainant give thereto? The whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

Ninagah 11th Did You or did You not at any time put the Complainant into Court for money which the Complainant Borrowed of You or

Account of the Defendant? If Yea for what Sum or Sums of money and on what Account and when did You so put the Complainant in Court? was or was not the Defendant acquainted therewith? If Yea did he or did he not desire the Complainant to pay the money for which You so put him in Court and the Costs of Suit? If Yea did or did not the Complainant Pay the same and how much did the Costs of Suit Amount to? Did or did not the Defendant Promise to Pay the same to the Complainant or Accounts with him for it? the whole of these matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

To all the Witnesses 12th Do You know of any other matter or thing or have You heard or can You set forth any thing touching the matters in Question in this Cause? that may tend to the benefit or advantage of the Complainant? If Yea Declare the same as You know have been Informed or do believe together with the Reasons of such Your belief as fully as if You had been thereunto Particularly Interrogated

John Sykes
Attorney for the Complainant

Madrass 28th November 1765

I Valeriano Johnson Acknowledge this to be an Agreement Obligation to Colam Kistna Manaick I have paid to the Committee Two Hundred and fifty Pagodas for fort which the said Colam Kistna Manaick lent me on Account of which Premium and Interest the said Colam Kistna Manaick has sold some Gingham and a Bay belonging to the Paiar People and the money for which they were sold the said Colam Kistna Manaick has Received and for the Ballance due to the said Colam Kistna Manaick I have Mortgaged some Bills of Sales of the Paiar people and my own

House Bill of Sale and one Joy for the Neck and the Ballance is to be paid to the said Colam Kistna Manaick the Sixteenth of December next And Jam to Redum the abovementioned Bills of Sale and Joy and in Default of Payment the said Colam Kistnamanaick is to Sell the Houses and Joy, Drawn by Posoopoolaty Teagapah

(Signed) C. J.

Witness's Modyan
Vengamaw

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

John Sykes
Attorney for the Complainant

This Translate of Cadjan Writing was shewn to Posoopoolaty Teagapah Modyan, and Vengamaw at the time of their Examination before me in a Cause depending in the Honorable the Mayors Court at Madraspatnam wherein Colam Kistnamanaica, is Complainant and Valeriano Johnson is Defendant this 11th day of August Anno Domini 1766

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Colam Kistnamanaica Complainant
and Valeriano Johnson Defendant

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

Posoopoolaty Teagapah of Madrass Conicoply Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of August 1766, sworn at the Office of Mr William Cranwell Attorney for the Defendant by Conocapah who left a Note of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainant and Defendant 2 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith, he did Draw out the Bond Instrument or Cadjan writing now produced and Sown to him, purporting to be a Bond or Obligation from the Defendant to the Complainant in this Cause at the Request of both the Complainant and Defendant — after this deponent had Read to the defendant the Contents of the said Bond the Defendant Signed the Same with the two initial Letters of his name which this Deponent has been informed was the usual way of the Defendants signing his name and this Deponent has seen, two or three Cadjan Bonds signed before by the Defendant in the same Manner

6th ..... To the Sixth Interrogatory this deponent saith, he heard that some Ginghams which belonged to the Defendant were delivered by One Shew Cuca Sawmyto one Andiapah who brought some Musters of the same to the Complainant, in this Deponents presence — the Complainant took the said Musters and delivered them to this deponent for him to try to sell the aforesaid Ginghams by them Some Merchants Offered to this deponent thirty five Pagodas a Corge for the said Ginghams, but afterwards would not keep to their words — this Deponent by the Complainants order, acquainted the Defendant thereof, who said, the more is my misfortune — this Deponent then returned the musters of the Ginghams to the Complainant, and the Complainant sent them back to Andiapah four or five Months afterwards, Andiapah sold the said Ginghams, being fifty Maine Peices in number, for thirty five Pagodas a Corge in the Compl.ts and this deponents presence, and by the consent of the Defendant — to

8th To the Eighth Interrogatory this Deponent saith, this Complainant and defendant did settle Accounts together on or about the tenth day of March 1766 when a ballance of Pagodas one hundred and Seventy was in favor of the Complainant. for which Ballance, this Deponent by desire of the Complainant and Defendant, drewout a Bond in the name of the Defendant, payable to the Complainant in which Bond, some Bills of Sale, & such Jewels were Mortgaged by the Defendant to the Complainant, as asecurity for the said Ballance — this deponent readover the said Bond to the Defendant, at the Defendants Request. and the defendant appeared satisfyed therewith and said to the Complainant, if upon re-examinatin of our Accts any mistake shall appear, You must allow it to me. the Complainant said by all means and besides I will make You apresent of ten Pagodas, when You discharge the Bond — the Defendant did then sign the said Bond with the two initial Letters of his name. and Requested Cuttery Singarayen and Mootial Chitty to attest the same — this Deponent did not hear the Witnesses ask the Defendant any Questions, about the manner of Signing his Name the way in which the Defendant signed the said Bond, as this deponent has heard, is his usual way of Signing — to the Bond or Cadjan writing now produced and shewn to this Deponent, is the Signature or hand writing of the Defendant which Bond after it was executed by the Defendant was delivered up with two Bills of Sale, by the Complainant and Defendant, to Tally Chitty Hitty Rajelloo Naigue, with directions not to part with them, but by the joint Consent of the Complainant and Defendant Ananda Chitty / what particular time this Deponent does not Remember / did give the Defendant a Bond for Thirtyone Pags made out in the name of the Complainant, to prevent the Defendants Creditors taking it from him the Complainant had not anything to do therewith but the said Bond was given by Anandah Chitty to the defend said Bond was also put into the custody of Tally Chitty Hitty Rajelloo Naick — further this Deponent deposeth that

Defendants Bond for (30) Pagodas, was delivered to Tally Chitty Hitty Rajelloo Naigue he sent for the Complainant to his house, the Defendant and this Deponent being present Tally Chitty Hitty Rajelloo Naigue then the said to the Complainant, the Defendant desire You will allow him six Months or one Years time to discharge this Bond if You will Consent he has directed me to deliver up the Bond to You the Complainant said he would not allow so long a time — More this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Colam Kistnamoneyea Complainant and Valeriano Johnson Defendant

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

Moodyan of Madras Dubash Aged 24 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 4th day of August 1766 sworn at the Office of Mr. William Cranwell Attorney for the Defendant by Canapa, who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this deponent saith, he has known the Complainant 5 Years, and the Defendant 4 Years or thereabouts

3d To the third Interrogatory this Deponent saith, he did see the defendant sign the Bond Instrument or Cadjan writing, now produced and shewn to him, purporting to be a Bond or Obligation, from the Defendant to the Complainant in this Cause. the defendant Signed only the two initial Letters of his name Vand J. whether that was the usual way of the defendants Signing his name this deponent cannot say

Bond Instrument or Codjam writting at the request of the Complainant and by the consent of the Defendant more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatanam

Between Colam Kistnamoneick Complainant and Valeriane Johnson Defendant

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

Stree Veera Sawmy of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 4th day of August 1766 shown at the Office of Mr William Cranwell Attorney for the Defendant by Conapah who left a note of the name Title & Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1 To the first Interrogatory this deponent saith, he has known the Complainant and Defendant 8 Years or thereabouts

2 To the Second Interrogatory this Deponent saith, he did in the Year of our Lord 1765 stand or become Bondsman for the Defendant to the Committee of Works for the performance of a Contract the Defendant had entered into of supplying them with Bricks — the Defendant did on that accounts deposit in this Deponents hands, one or two Bills of Sale, some Jewels and Ginghams — the Defendant did not perform or fulfill his Contract with the committee of works — the Committee of works did therefore exact from this Deponent, the Payment of a penalty of two hundred and fifty Pagodas, which the defendant had incaurred for the nonperformance of his Contract this Deponent did then apply to one Andeapah, for the payment of the said Sum of money to him because Andeapah had given to this

Deponent an Indemnification Bond on account of his having been Bail or Bondsman for the Defendant, to the said Committee of works — Andeapah thereupon paid to this Deponent Pagodas (250) the Sum this Deponent had paid to the Committee of works, for the Defendants penalty. and this Deponent delivered up to Andeapah, the Bills of Sale Jewels and Ginghams, which he had Received from the Defendant at the Defendants desire — whether andeapah disposed of the same, this Deponent cannot say. but some time after this Deponent had delivered them to Andeapah, the Defendant sent a note to this Deponent, desiring he would speak to Andeapah, to deliver up the Bill of Sale, Jewels, and Ginghams which he had Received from this deponent, to the Complainant Colam Kistnamoneick, and the Complainant would discharge to Andeapah, this the defendants debt to him — About one Year ago, this Deponent saw the Defendants Brother and the Complainant looking at the Accounts between the Defendant and the Complainant. but whether they settled them or no this Deponent cannot say — more this Deponent deposeth not, to this or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatanam

Between Colam Kistnamoneick Complainant and Valeriane Johnson Defendant

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

Andeapah of Madras Dubash Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 4th day of August 1766 shewn at the Office of Mr William Cranwell Attorney for the defendant by Conapah who left a note of the name Title and place of abode of the said

Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith, he has known the Complainant 20 Years and the Defendant 8 Years or thereabouts

5th ——— To the fifth Interrogatory this Deponent saith, he did give to Stree Vera Sawmy an indemnification Bond to indemnify him on account of his being Bail or bondsman for the Defendant, to the Committee of works about three Years ago, at the Request of the defendant because Stree Vera Sawmy could not rely upon the Defendant and would not be answerable for him to the Committee of works, without being Indemnified by this Deponent, for any Loss or penalty he might become subject to on account of the defendant— the defendant did not performe his Contract with the Committee of works. upon which the Committee of works exacted from Stree Vera Sawmy, two hundred and fifty Pagodas the panalty of the defendants failing in the said Contract with them— this Deponent paid to Stree Vera Sawmy the like Sum of Pagodas (250) on account of the indemnification Bond the Deponent had given to him— Stree Vera Sawmy at the same time delivered to this Deponent, a Bill of Sale, Jewells and Ginghams which belonged to or which he had received from the Defendant. to make up to this Deponent by the sale of them, the Penalty this deponent had paid on the defendants account to him— this Deponent did dispose of the said Ginghams and part of the said Jewels for one hundred and thirteen Pagodas or thereabouts at the Request of the Defendant which Sum of Pagodas (113) and the Jewels remaining unsold, together with the Bill of Sale, some time after this Deponent by desire of the Defendant delivered to the Complainant upon which consideration, the Complainant discharged the Defendants debt to this Deponent amounting to gether with the Premium and Interest, this Deponent paid, when he borrowed the Pagodas (250) to pay to Stree Vera Sawmy on Account of the Defendants penalty, to Two hundred and Ninety Pagodas and odd when this Deponent sold the said Ginghams and Jewels, the Defendant was present, and was satisfied with the price they were sold at— more this Deponent deposeth not to this or to the last Interrogatory

Mayors Court at Madraspatanam

Between Cotam Kistnamoneyca Complainant and Valorians Johnson Defendant

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

Mootial Chitty of Madras Dubash Aged 50 Years or thereabouts, being produced as a Witness in this Cause, on the part of the Complainant was on the 11th day of August 1766 shown at the Office of Mr William Cramwell Attorney for the Defendant by Comacapah who left a note of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith, he has known the Complainant 20 Years and the Defendant 10 Years or thereabouts

7th ——— To the Seventh Interrogatory this Deponent saith the Complainant and Defendant did settle Accounts together in or about the tenth day of March 1766 when a Ballance of one hundred and Sixty or seventy Pagodas was in favour of the Complainant for which Ballance, a Cadjan Bond was drawn out by a Conicoply present in the Defendants name, payable to the Complainant— the said Bond after having been signed by the Defendant, and witnessed by this Deponent and another Person (whose name he does not Remember) was left with one Tally Chitty Kitty Rajellos Naique, who was not to deliver the said Bond to the Complainant till the defendant should order him— the day after the said Bond was drawn out, the Defendant in Company with the Complainant, came to Tally Chitty Kitty Rajellos Naiques house, this Deponent being there at the same Time, when the Complainant and Defendant told him, there are some mistakes in the accounts between us, therefore keep the Bond You have of the Defendants till our further directions— the Defendant put only the two initial Letters of his Name, V. and J. for his signing to the said Cadjan Bond and it was at the defendants Request, this deponent witnessed the same— before this

Deponent Subscribed his name as a Witness to the aforesaid Bond, he asked the Defendant why he had signed only the two initial Letters of his name? the Defendant answered, I dont know how to write any more — further this deponent deposeth not, to this or to the last Interrogatory —

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Cotam Kistnamonoyca Complainant
and Valeriano Johnson Defendant

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

Custory Singarayen of Madras Dubash Aged 29 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the day of August 1766 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Conapah, who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st — To the first Interrogatory this Deponent saith, he has known the Complainant 12 Years, and the Defendant 8 Months or thereabouts —

7th — To the Seventh Interrogatory this Deponent saith, he heard the Complainant and Defendant say that they had settled Accounts at Tally Chitty Witty Rajilloo Naigues house when a Ballance was in favor of the Complainant of one Hundred and Seventy Pagodas. for which the Defendant had given to the Compt.s Cadjan Bond — the said Cadjan Bond was shown to this Deponent by the Defendant, who desired him to witness it this Deponent upon only seeing the two initial Letters of the Defendants name signed to the said Bond, asked him why he did not write his name at length the Defendant Answered, I cannot write any more

always of Signing this Deponent witnessed the same — after the said Bond was signed and Witnessed, the Defendant in this Deponents presence, took some Bills of Sale, and some Accounts from the Complainant, which the defendant had before given to him. and delivered the same, with the aforesaid Cadjan Bond, to Tally Chitty Witty Rajilloo Naigue — but this Deponent did not hear any charge or instructions given to Tally Chitty Witty Rajilloo naigue by the Defendant at the same time — more this Deponent deposeth not to this, or to the last Interrogatory —

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Cotam Kistnamonoyca Complainant
and Valeriano Johnson Defendant

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

Ponapah Chitty of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of August 1766 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Conapah who left a note of the name Title & place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st — To the first Interrogatory this Deponent saith he has known the Complainant and Defendant 5 Years or thereabouts —

10th — To the Tenth Interrogatory this Deponent saith, he did go to the Complainant by order of the Defendant, to tell the Complainant the Defendant would pay him one hundred Pagodas, if he would deliver up what things he had belonging to the Defendant — the Complainant said to this Deponent, Return to the Defendant and see and get one hundred and twenty Pags. from him for me and I will deliver up what things

him what the Complainant had said — the Defendant Replyed thereby I can pay no more than One hundred Pagodas. the Complainant has deceived me and cheated me in his Accounts. therefore I will not paid more than one Hundred Pagodas, till it shall be decided by the Gentlemen — more this Deponent deposeth not to this for to this last Interrogatory —

Richard Latham
Examiner

Mayor's Court at Madraspatnam

Between Colam Kistnamanoyea Complainant
and Valeriane Johnson Defendant

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

Nineapah of Madras Dubash Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of August 1766 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Comapah who left anote of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth ——————

1st ——— To the first Interrogatory this Deponent saith, he has known the Complainant 10 Years, and the Defendant 1 Year and a half or thereabouts —

11th ——— To the Eleventh Interrogatory this Deponent saith, he did put the Complainant into Court for one hundred and Sixty Pagodas, which the Complainant had Borrowed of him on Account of the Defendant — the defendant was acquainted with this deponent putting the Complainant into Court. but whether the Defendant did desire the Complainant, to pay the money for which this Deponent had put into Court, and the Costs of suit. this Deponent cannot Say Upon the Complainants desire, this Deponent with drew his Suit against him when the Complainant paid to this Deponent one hundred Pagodas gave him a fresh Bond for the Remainder

Court. what they amounted to this Deponent does not Remember — whether the Defendant promised to pay the same to the Complainant this Deponent cannot say — more this Deponent deposeth not, to this last Interrogatory —

Richard Latham
Examiner

Mayor's Court at Madraspatnam

Between Colam Kistnamanoyea Complainant
and Valeriane Johnson Defendant

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

Talla Chitty Vitty Rajelloo Naigue of Madras Dubash Aged 37 Years Inhabitant being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of August 1766 shewn at the Office of Mr William Cranwell Attorney for the Defendant by Comapah who left anote of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth ——

1st ——— To the first Interrogatory this deponent saith, he has known the Complainant 10 Years, and the Defendant 5 Months or thereabouts —

9th ——— To the Ninth Interrogatory this deponent saith, the Complainant and defendant did settle Accounts together, on or about the tenth day of March 1766 when a Ballance of one hundred and Seventy One Pagodas, was in favor of the Complainant — the defendant and the Complainant, did then desire Posoopoolaty Tagapah to draw out a Bond from the Defendant to the Complainant, for the same — whether any thing was mortgaged by the Defendant to the Complainant, in the said Bond. this Deponent cannot say — the said Bond was Read over to the defendant by Posoopoolaty Tagapah — before and after the said Cadjan Bond was drawn out, the Defendant said I must will examine

Examine these Accounts, and if I should find any Mistake in them, this Bond must be cancelled and a fresh one given to the Complainant, for whatever shall be justly due to him the Defendant. then signed the said Bond, and it was afterwards attested by two Witnesses — this deponent did not particularly observe, in what manner the Defendant had signed his name — the said Bond after it was executed, was delivered with some other Accounts and Bonds into this Deponents possession, by both the Complainant and the defendant. with directions from them to this deponent, not to deliver up the said Cadjan Bond, Accounts, and other Bonds delivered to him without their mutual consent — the said Cadjan Bond is now in this deponents possession — the day after it had been delivered to this Deponent, the Complainant and defendant, both, came to this Deponents house, and had a violent dispute about their Accounts. in which they made so much noise, as this Deponent was obliged, to desire them both, to walk out of his doors — more this deponent doeseth not, to this, or to the last Interrogatory —

Richard Lathoon

Examiner

Interrogatories to be administred, to such Witnesses, as shall be produced, Sworn and Examined, on the part, and behalf, of the Defendant, in a certain Cause, wherein, Cotam Kistnama Naick, is Complainant, and Valoriane Johnson, is Defendant

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

To Pannapah Chitty & Swammy } 2d ..... Did You or did You not, purchase, any white Gingham, from the Defendant, If Yea at how much per piece, or Corge, set forth —

To Callabapah 3d ..... Was You or was You not, desired by the defendant, to accompany him, to certain Persons house, If Yea, what persons house, when, and with the Complainant, and his Conicoply, there or were there any [illegible]

Complainant, in Your hearing, order his Conicoply, to give the Defendant his Account, or did he not, If Yea, what did the Defendant say, in answer to it, was You, or was You not Requested, by the Defendant, to take the same from the Complainants Conicoply, If Yea, did You when, and where, did the Defendant dispute, the justness of the same, or did he not, fully and Particularly Declare

To Callabapah Pannapah Chitty Yalaraju Latchy } 4th ..... Do You know, or Do You not, whether the Defendant, and the Complainant, ever came to any adjustment, of Accounts Set forth —

To Thulla Mudaliar Chitty & Canbury Singaraich Naick } 5th ..... Did You or did You not attest a Cadjan, given to the Complainant by the Defendant, If Yea, what was the purport of the same, was it Regularly executed in Your presence, or was it not Declare —

Yalaraju Latchaich 6th ..... Did the defendant, or did he not, leave with You a Cadjan, If Yea, for what Reason, and what instructions, did he give You concerning it, when and where have You, or have You not executed the same, or what prevented You Particularly Declare —

To Annada Chitty 7th ..... Did You or did You not, promise the Complainant to pay him the Amount, of Your Obligation, given to him, If Yea, when, and where declare —

To all the Witnesses 8th ..... Do You know, or can You say any other matter, or thing, material for the defendant, in this Cause, If so set forth the same, as You know, have been informed or do belive, with the reasons, of such Your knowledge, or belief —

William Cracroft
Attorney for the defendant

Mayors Court at Madraspatnam

Between Cotam Kistnama Naick Complainant
and Valoriane Johnson Defendant

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

Pannapah Chitty of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15th

Complainant by Conapah who left ands of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

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

2d To the Second Interrogatory this deponent saith, about three or four Years ago he did purchase from the defendant, eleven Pieces of white Gingham, and two and a half Pagodas p Piece

4th To the fourth Interrogatory this Deponent saith, he was present at one Linganas house, at a time the Complainant and Defendant, the Complainants Conicoply, and one Collatapah were there the Complainants Conicoply by order of the Complainant gave to the Defendant his Accounts. and Collatapah by the desire of the defendant did then take a copy of the same, and delivered it to the Defendant. the defendant after looking over it said, there a great many Mistakes in this Account given in by the Complainant, with regard to the Premium interest, and the price of the Gingham the Complainant replyed to the Defendant there are other Accounts in Andapahs house, which I will bring to morrow however the next day the defendant was put into prison — three or four days after this deponent had been at Linganahs house he met the Complainant and asked him what he had done in the Accounts between him and the Defendant the Complainant Answered, I have put the Defendant into prison — more this Deponent Deposeth not, to this or to the Last Interrogatory

Richard Latham

Examiner

Mayors Court at Madraspatnam

Between Cotam Krishnamah Naick Complainant and Valeriano Johnson Defendant

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

Sawmony of Madras Dubash, Aged 27th Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant, was on the 15th day of August 1766 shewn at the Office of Mr John Sykes Attorney for the Complainant, by Conapah who left ands of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

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

2d To the Second Interrogatory this Deponent saith, about three Years ago, he purchased from the Defendant five pieces of white Gingham, at two Pagodas and a half per piece — more this Deponent Deposeth not, to this or to the last Interrogatory

Richard Latham

Examiner

Mayors Court at Madraspatnam

Between Cotam Krishnamah Naick Complainant and Valeriano Johnson Defendant

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

Collatapah of Madras Conicoply Aged 50 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant, was on the 15th day of August 1766 shewn at the Office of Mr John Sykes Attorney for the Complainant, by Conapah who left ands of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith he has known the Complainant 6 Months and the Defendant 6 Months or thereabouts

3d To the third Interrogatory this deponent saith, about five months ago, he was desired by the Defendant to accompany him to Yaloojulah Naicks house, where this Deponent saw the Complainant, a Conicoply by name Tegapah, and one Ponnapah Chetty — the Complainant did then in this deponents hearing, order the Conicoply to give the defendant his Account — and this deponent did by the Defendants desire, take a Copy of the same from the Conicoply, and delivered it to the defendant — the Defendant thereupon said to this deponent, I must look at this Account very well, and see whether it is just — the day after the defendant was put into prison

ever came to any adjustment of Accounts, this Deponent cannot say — more this Deponent deposeth not, to this, the fourth, and last Interrogatory —

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Colam Kistnamah Maick Complainant
& Valeriane Johnson Defendant

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

Yaterajulah Maicke of Madras Dubash Aged 37 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 15th day of August 1766 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conapah who left ansks of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth —

1st ——— To the first Interrogatory this Deponent saith, he has known the Complainant 10 Years, and the Defendant 5 Months or thereabouts —

6th ——— To the sixth Interrogatory this Deponent saith, what he has to say in this Cause he has before fully deposed in his deposition for the Complainant — where his name is wrote Tally Chitty Witty Rajello Maique —

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Colam Kistnamah Maick Complainant
and Valerians Johnson Defendant

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

Mulla Mootealloo Chitty of Madras Dubash, Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on

day of August 1766 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conapah who left ansks of the name Title and place of abode of the said deponent and afterwards on the same day being Sworn and Examined deposeth as followeth —

1st ——— To the first Interrogatory this Deponent saith he has known the Complainant 20 Years, and the Defendant 10 Years or thereabouts —

5th ——— To the fifth Interrogatory this Deponent saith what he has to say in this Cause he has before fully deposed in his Depositions for the Complainant — where his name is wrote Modeal Chitty —

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Colam Kistnamah Maick Complainant
and Valeriane Johnson Defendant

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

Castury Singariah Naick of Madras Dubash Aged 29 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15th day of August 1766 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Conapah who left ansks of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth —

1st ——— To the first Interrogatory this Deponent saith he has known the Complainant 12 Years, and the Defendant 8 Months or thereabouts —

5th ——— To the fifth Interrogatory this Deponent saith, what he has to say in this Cause, he has before fully deposed in his deposition for the Complainant where his name is wrote Castury Singarayen —

Richard Lathom

Examiner

Mayors Court at
Madraspatnam

Between Cotam Kistnamah Naick Complainant
and Valoriano Johnson Defendant

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

Annanda Chitty of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 15th day of August 1766 sworn at the Office of Mr John Sykes Attorney for the Complainant by Canapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith he has known the Complainant 4 Years and the Defendant 6 Years or thereabouts

7th ——— To the Seventh Interrogatory this Deponent saith, himself and another Person jointly, Borrowed fifty One Pagodas from the Defendant: twenty Pagodas of which they repaid: and for the Ballance of thirty One Pagodas this Deponent by the defendants desire gave a Bond to the Complainant which Bond likewise by the defendants desire this Deponent promised to pay to the Complainant — more this Deponent deposeth not to this or to the last Interrogatory ———

Richard Latham

Examiner

Mayors Court at
Madraspatnam

Saturday the 20th day of December
Anno Domini 1767

L.S

Mayors Court

Present

Arthur Cuthbert Esquire Mayor
Peter Mariette ——— John Debonaire
Thomas Powney ——— Anthoney Sadlier
Reynold Adams ——— Charles Smith
Edward Stracey ——— Francis Fourdan &
John Holland ——— Aldermen

Between Cotam Kistamenaycad Madrass Dubash Complainant and Valoriano Johnson of the Same place Inhabitant defendant

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reding the Complainants Bill with an Account Current annexed, The Defendants Answer with an Account Current annexed the Replication with an Account Current annexed the Rejoinder The Interrogatory and Depositions on the part of the Complainant with a Cadjan Agreement and Translate thereof annexed, The Interrogatories and Depositions on the part of the Defendant, on Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon Appearing to the Court that the Complainant hath produced sufficient Proof of the Justness of his Demand and the Defendant hath not brought any Evidence to invalidate the same This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall

and

pray unto the Complainant the full and just Sum of Two Hundred and Twenty Four Pagodas and Thirty four fanams / Pagodas 224 34 / together with such Interest as now is or shall hereafter become due thereon, untill full payment is made / after the rate of Eight p Cent p Annum / also all Costs of this Suit

&c &c

Filed the 21st Jany. } 1767
Read the 23 ditto }

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court Your Orator Nellanah of Madras Dubash, That James Roberton, Mariner, stands indebted unto Your Orator the full and just Sum of forty one Pagodas, forty fans. and fifty Cash Current Money of Madras, as will more fully, and at large appear, by the Account hereunto annexed, and to which Your Orator prays a Reference, and prays that it may be admitted as part of his Bill Complaint which in Sterling Money of Great Britain, at eight Shillings for every Pagodas, makes the Sum of Sixteen Pounds, and Seventeen Shillings, or thereabouts. Your Orator further sheweth, unto this Honorable Court, that he hath frequently, and in an amicable manner, requested payment from the said James Roberton, Mariner, of the said Sum of forty one Pagodas, forty fans. and fifty Cash

But now so it is may it please, this Honorable Court, the said James Roberton, Obstinately, and willfully, refuses, to give Your Orator, any Manner of Satisfaction, touching the Premises, Your Orator, therefore prays a General Relief, such as to this Honorable Court shall appear Agreable, to Equity and good Conscience; To the end therefore, that the said James Roberton, may upon his Corporal Oath, true and Perfect Answer make to all and Singular the matters and things, herein before alledged, and setforth, as fully Truly and Effectually to all intents, and Purposes, as if the same were here again Repeated and interrogated and he

all interest, due thereon, also all Costs of this Suit

May it please this Honorable Court, to Cause the said James Roberton, to be Summoned, and Required by the Sherriff of Fort Saint George Town of Madraspatnam, and the Districts thereof Personally, to be and appear, at certain time and place, to be by this Honorable 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 Honorable Court Shall seem Meet

Sworn before me this
21st day of Jany 1767 }

William Cranwell
Attorney for the Complainant

The Complainant having Sworn to the Justness of his Demand, and that he Believes the Defendant about departing from the Jurisdiction of this Court let a Summons Returnable immediately, and a Warrant of Arrest issue

Anth: Sadleir
Mayor

Fort St. George the 3d January 1767

Capt.n James Roberton ---------- Dr.

3	To Cash lent You Ready money			
	To 2 Peices of Long Cloth	@ 6	12	
	To 1 ditto of Herries		1	10 60
	To 2 ditto of Ginghams		3	16 10
14	To 2 ditto of Pepper and Salt Ginghams for Coats		2	32 40
20	To Taylors Bill		9	26
	To Pallenkeen hire from the 1st January to the 20th		2	
	To Bearers		5	
		Pagodas	41	24 30
	To Pallenkeen hire and bearers for 21st Instant			16 20
		Pagodas	41	40 50

To Nellanah Dubash
Dr.

Mayors Court at Madraspatnam

Tuesday the 27th day of January Anno Domini 1767

Present

Anthony Sadleir Esquire Mayor.

Peter Mariette — John Debonaire & John Holland — Aldermen

Mayors Court

Between Nillapah of Madras Dubash Complainant and James Robertson Mariner 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 doth pay unto the Complainant the full and just Sum of Forty One Pagodas forty fanams and fifty Cash / Pagodas 41. 40. 50. / together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Copy

Read and filed 24th June 1766

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chitta Ramadoo of Madras Dubash that Lemaystre of Madras Merchant doth stand Indebted unto Your Orator in the full and just Sum of Thirty Six Pagodas Current money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings each Pagd the Sum of Fourteen Pounds Eight Shillings as will more fully & at large appear

hereunto annexed for the Inspection of this Hble Court And which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Hble Court that he hath frequently and in an amicable Manner Requested Payment from the said Lemaystre of the said Sum of Thirty Six Pags

But now so it is may it please this Honorable Court the said Lemaystre Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the end therefore that the said Lemaystre may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the matters and things herein before setforth and alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty Six Pagodas with Interest thereon and all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Hble Court to Cause the said Lemaystre to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honorable Court at a Certain time and Place to be by this Honorable Court Prefixed and appointed then and there to Answer stand to and abide by such Order and Decree therein as to this Hble Court shall Seem Meet

John Sykes Jr.
Attorney for the Complainant

Dr. Lemaystre in Account Current with Chitta Ramadoo Cr.

1766 Jan.y 22	To House Rent from the 22 Jan.y 1766 being 6 Months @ 9 Pagodas p.r Month	45	"	"	1766 Feby 10	By Cash Received	9 " "
						By Ballance	36 " "
	Pagodas	45	"	"		Pagodas	45 " "

Fort Saint George 22 January 1766

Errors Excepted

Mayors Court at Madrasspatnam

Tuesday the 3d day of February Anno Domini 1767

L.S.

Present

Anthony Sadlier Esquire Mayor

Peter Marielle Reynold Adams &c

Edward Stracey Aldermen

Mayors Court

Between Chitta Ramadoo of Madras Dubash Complainant and Lemaystre of Madras Merchant Defendant

Appearing by the Records of this Court that the Space of Six Months the time limitted in his Majestys Charter is elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and the Defendant hath not made any appearance in Court to Answer the Complainants Bill, This Court doth therefore think fit to Order and Decree & doth accordingly Order & Decree that the Defendant shall pay unto

Complainant the full and just Sum of Thirty Six Pagodas Pagodas 36 — — together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Read and filed November 25th 1766

Copy

To the Honorable the Mayors Court at Madrasspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Tamanah Chitty Chittumballum of Madras Merchant that John Godefroy De Reche also of the same place Merchant stands Indebted unto Your Orator in the full and just Sum of three hundred and forty Six Pagodas, Thirty Nine fanams and forty Cash Current Money of Madras making in Sterling money of Great Britain according every Pagoda Eight Shillings the Sum of One hundred and thirty eight Pounds fifteen Shillings and Seven pence or thereabouts as will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honble Court & which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint and Your Orator further Sheweth unto this Honorable Court that He hath frequently and in a friendly manner Requested Payment from the said Jas Godefroy de Reche of the said Sum of three hundred and forty Six Pagodas thirty Nine fanams and forty Cash

But now so it is may it please this Honorable Court the said Jaos Godefroy de Reche Obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Jaos Godefroy de Reche may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were herein again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid

dues of these Hundred and forty six Pagodas thirty nine Fanams and forty cash
with all such Interest as may be found thereon due thereon also all Costs
of this suit

May it please this Honorable Court to Cause the said
João Godefroy de Rocho to be summoned and Ordered by the Sheriff of Madrass
Jorge Cleare of Madrapatnam and the Gentlemen of the Court Generally to be and
appear before this Honorable Court at such time and place as to this Honble
Court Shall and appointed then and there to stand to and abide by such Order
and Decree therein as this Honorable Court shall Think Meet

John Hyde
Attorney for the Complainant

Dr João Godefroy de Rocho in Account Current with Tamanah Chitty Chillumbullum Cr

1766 July	1st	To 19 Corge and 7 Pieces of Muscas @ 25 Pagodas ₱ Corge	483	31	60		
		To 10 Pieces of Marchays @ 21 Pagodas ₱ Corge	10	21			
		To 7 ditto Combays @ 3 1/2 Pags. each	24	21			
		To 3 Sarasas of Macas @ 4 1/2 Pags. each	13	21			
			532	10	60		
		To Interest on Ditto from the 15th July to the 20th November 1766 being 4 and 5/8 ₱ Cent ₱ Annum	14	28	60		
		Pagodas	546	39	60		

1766 Nov.	20	By Cash Received in part	200		
		By Ballance due	346	39	60
		Pagodas	546	39	60

Fort St George 20th November 1766

Errors Excepted

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Dr. Joao Godefroy de Rocho in Account Current with Tamanah Chitty Chittumbullum

1766				1766			
July	15	To Price Goods Sold and delivered You for 15 days Credit Amounting to	532.10.60	Nov.r	20	By Cash received in part	200.. ..
						By Ballance due	346.39.40
		To Interest on Pag.s 532.10.60 from the 15th July to the 20 Nov.r 1766 being 4 Months and 5 Days @ 8 P.Cent p.Ann.	14.28.60				
		Pagodas	546.39.40			Pagodas	546.39.40

Fort St. George the 22 November 1766

Errors Excepted

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Mayors Court at Madraspatnam

Tuesday the 10. day of February Anno Domini 1767

Present

Mr. Peter Mariette Senior Alderman

John Debonnaire — Charles Smith &

John Holland — Aldermen

Mayors Court

Between Tamanah Chitty Chittumbullum of Madraspatnam Merchant Complainant and Joao Godefroy De Rocho also of the same place Merchant Defendant

Appearing by the Records of this Court that the defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately refusing so to do This Court

fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of three hundred and forty Six Pagodas thirty nine fanams and forty Cash / Pagodas 346.39.40 / together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pl Cur

Read and filed 15th July 1766

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Coja Zacharia Maul by his Attorney Coja Awaat Aga Mazar of Madras Armenian Merchant that whereas Vinny Vuragoo Chitty of Madras Merchant stand Debted to Your Orator in the full and just Sum of one Thousand and Sixty Pags. Current money of Madras making in Sterling money of Great Britain at the Rate of Eight Shillings each Pagodas the Sum of four hundred & Sixteen Pounds arising upon a Mortgage Obligation bearing date the Eleventh day of August which was in the Year of our Lord one Thousand Seven hundred and fifty nine and the Ballance of an Account Current a Translation of which obligation & Account Current is hereunto annexed for the Inspection of this Honorable Court and to which Your Orator most humbly refers and Prays the same may be admitted as part of this Your Orators Bill of Complaint, and Your Orator further sheweth unto this Honorable Court that he hath frequently and in an amicable Manner Requested Payment from the said

But now so it is may it please this Honorable Court the said Vinny Vurago Chitty Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General relief such as to this Honble Court shall appear agreable

agreable to Equity and good Conscience To the end therefore that the said Venny Vuraga Chitty may upon his Corporal oath full true direct & perfect answer make to all and Singular the matters and things herein before set forth and alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated & Particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand and forty Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Venny Vuragoo Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honorable Court at a Certain time and place to be by this Honorable Court Prefixed and Appointed then and there to Answer stand to and abide by such Order and Decree as to this Hon'ble shall Seem Meet

Philip Reeffer
Attorney for the Complainant

I Venny Vuragoo Chitty do hereby Acknowledge to have Borrowed and Received of Coja Zacharia de Maul the Sum of Six hundred and fifty Pagodas Current of Madras which I promise to discharge after the Expiration of four Years to Commence from the day of the date hereof together with Interest of Eight p Cent p Annum and for the better securing the Payment of the said Sum of Six hundred and fifty Pagodas I Mortgage a House and Ground (which house and Ground was Mortgaged to me by Mootta Pullah) being Situated in Pedda Naigues Pettah in Grievdes Street between the House of Gruapah and Nannin Comiceply in Length one hundred and twenty five Feet and in Breadth Forty nine feet to the said Coja Zacharia De Maul and do hereby also agree that the said Coja Zacharia De Maul may in Joy the said Premises for the above term of four Years Rent free and all Necessary Repairs and Quit Rent to be paid by me and further that if the said Sum together with the Interest that shall become due to the said Coja Zacharia De Maul be not faithfully paid to him after the above limitted time of four Years to the said Coja Zacharia De Maul is at liberty to Sell the said Mortgaged Premises in Order to pay himself the said Sum of Six hundred and fifty Pagodas with the Interest due thereon and the said Coja Zacharia De Maul or whoever he thinks proper to put in the said House are to enjoy the said Mortgage Premises Rent free for the said Term of four Years or untill full Satisfaction be made him all Reique or Damages to the said House during the time it may Remain so Mortgaged to be Accounted the said Venny Vuragoo Chitty but on full Payment being made by the said Venny Vuragoo Chitty to the said Coja Zachariah De Maul of the above said Sum of Six hundred and fifty Pagodas Principal with the Interest that shall become due thereon He the said Coja Zachariah De Maul is to Quit the said House taking with him whatever Buildings he may have Erected during the time he lived in the said House In Witness whereof I have hereunto set my hand and Seal in Fort Saint George this Eleventh day of August One thousand Seven hundred and fifty Nine

Signed Sealed and Delivered
where no Stampt paper is Procurable
in Presence of

Vuva Cauda Dewariah
Malliapah
John Palmer

Venny Vuragoo Chitty (L.S.)

Dr. Vemmy Veeragoo Chitty in Account Current With Coja Zacharia De. Maul Cr.

1759 August	15	To Cash lent him on a Mortgage Bond		650	—	—	1759 August	15	By Cash Received for the Repairing Charges	10	— —
	11	To Interest on ditto from the above date to the 14th July 1766 being 6 Years 11 Months and 3 days @ 8 P Cent P Annum		360	32	50			By Ballance	1040	— —
1760 Janry	14	To Registering fees paid for a Mortgage Bond		1	20	—					
1761 July	21	To 8 Pieces of Planks bought for Doors		7	18	—					
		To Hinges and Nails Qea P Ditto		3	34	40					
		To Carpenters Cooley P Mending Ditto		4	18	—					
	14	To 5 Locks for ditto		1	4	40					
Decr.	24	To Quit Rent P Scavingers duty paid for the Year 1758		—	28	—					
1762 May	10	To Chunam Clay Bricklayers Cooley &c.		2	9	—					
June	5	To Quit Rent and Scavangers duty paid for the Year 1759		3	—	—					
March	28	To Raising the wall and Cooleys &c. for backward		2	—	—					
1762 Decr.	27	To Quit Rent and Scavangers duty for the Year 1760 and 1761		6	—	—					
Novr.	6	To Repairining Charges &c. on Cattles Yard decayed from the Storm		4	7	30					
		To Bricks and Tiles		2	—	—					
		Pagodas		1050	—	—			Pagodas	1050	— —

Fort St. George 14th July 1766

Errors Excepted

Sworn the 10th Day of January
Anno Domine 1767
before me
Thomas Hollond Alderman

Recorded
Mr. Pln. Morritt Junior. Alderman
John Brohman Charles Smith
John Hollond Alderman

Between Cja Zacharia De Maul
by his Attorney Cja Anut Uja Nazar
of Madrapatam Armenian Merchant Compl.
and
Vemmy Veeragoo Chitty also
the same Merchant Defendt

Appearing by the Rules of this Court that the Defendant
hath been served with the said Rule to Answer the Complainants Bill but
wilfully and Obstinately refusing so to do This Court doth therefore think fit
and Order and Decree and this Decretingly Order and Decree that the Defendant shall
pay unto the Complainant the full and just sum of One thousand and forty Pags
Pagodas 1040 — of the same with Interest as now is or shall thereafter
become due thereon until full Payment is made also all Costs of this Suit

Plan

To the Worshle the Mayors Court at Madraspatan

Read and filed
28th January 1766

The Humble Petition of Subm
of Saint Thome, Inhabitan

Sheweth

That Whereas Mahomed Muram, also of the s
did by illicit Means, Mortgage to Samuel Johnson, of Fort Saint George
Situated at St Thome together with all the appertainces thereunto belong
of Your Petitioner, as Heir to the Estate of his Father Cannapah Mendlar
the same from Mahomed Bibby, Relict of Hadjie Meluck on or about the twent
day of April, which was in the Year of our Lord One thousand seven hundr
four, for the sum of one hundred and twenty Pagodas, as will more fully appea
of the Bill of Sale of the said Premises, in the name of Ishaeu Saib aver
friend and Neighbour of Your Petitioners father, and upon such insinua
language which induced Your Petitioners Father, to get the Bill of Sa
Garden, drawn out in his name, to prevent any Collusions or defraud as Saint
then under the Government of the Moores, and more especially as Your Petitio
was unacquainted with their Language and when Your Petitioners father th
Means Viz the name of the said Ishaeu Saib got the said Bill of Sale regula
he was put into the quiet Possession of the said Premises, and Your Petitio
setforth, that his Father or him, has been in the Possession of the said Prem
without any let, hindrance, or obstruction for upwards of these twenty one Year
Your Petitioner further sheweth he has since the death of his Father erecte
Houses, or Tenements on the said premises without any interruption or M
all which Transactions the said Ishaeu Saibs son can prove, as well as ma
inhabitants residing at Saint Thome. Your Petr further sheweth that the said Mah
Muram has also besides the premised illegal Mortgage, made over unto the said Sam
Johnson, two Cannays of Paddy ground, the property of the Honble Company
the Management, and direction of Your Petitioner, the profit arising fro
production of the said two Cannays of Paddy ground is to be equally devided
the Honorable Companys renter of Saint Thome, and Your Petitioner

Your Petitioner further setsforth, upon the said Samuel Johnson, preferring a Bill of Complainant against the said Mahomed Muram in this Honble Court & a Summons being prayed and granted the said Mahomed Muram appeared the next Court day and said he would make Answer, Whereupon the usual rules for him to make answer were issued and upon his neglecting to answer the Attorney for the said Samuel Johnson produced a Certificate from the Register that the usual rules were issued and a Decree thereupon was given unto the said Samuel Johnson for the said Mahomed Murams Contempt of this Honorable Courts orders and further after fourteen days were elapsed being the time limitted for the appeal a warrant of Execution was issued, the Sheriff of this place by Virtue of the said Warrant of Execution from this Honble Court Granted unto the said Samuel Johnson, did seize upon Your Petitioners paimenthed Premises

Your Petitioner therefore humbly prays that this Honorable Court will be pleased to order, that the Sheriff may be restrained from selling the said Premises and that Your Petitioner may be Reinstated in the same, as the said Mahomed Muram, has no Right or Claim to the said Premises

and Your Petitioner shall Ever Pray

William Cranwell
Attorney for the Petitioner

St Thome the 25 April 1744

I Mahomed Bibby Relict of Hadjie Mahomed Meluck of Saint Thome do hereby acknowledge to have sold and made over unto Ishaeu Saib a garden Situated at Saint Thome, with appertenancies thereunto belonging which are as follows, one Mud Wall, and one Brick Wall Several Mange, Tamarind

Palmeira, and Wood Apple, Trees and a Well, the East side of the said
a passage, the west ward to wards the Paddy fields, the South ward face
of my house, and the Northward facing a large Tank, which said p
length is three hundred and forty four feet, and in breadth Five hundr
feet, in consideration of the sum of One hundred and twenty Pagodas
Madras, to me in hand paid by the said Johara Saib, the receipt
acknowledge and do freely and Voluntarily assign and set over un
Johara Saib, the above mentioned Premises

The mark Of Mah

Witnesses of
who Signed and Sealed
the above instrument
Mahomed Abdullam
Shake Becawn
Side Yacob
Hussein Cauzy and
Shake Hussein

N.B. These all attested the above Instrument in the presence of the Cadje
Thome, as well as the Cadje, who Signed and Sealed the same

A True Translate from the Persian Language by
Khistnamah, who Interpreted it to Co
Sworn Interpreter

William Cannon
Attorney for the Petitioner

Read & Filed
25th February 1766

The Answer of Samuel Johnson to the Petition of Subraya Moodeliar

The said Respondent Samuel Johnson saith that the said Mahomed Meeram of Saint Thome Inhabitant, did truly and Lawfully Mortgaged and make over unto him the said Respondent five Cawneys of Gro which Contained One House, a Garden and two Cawneys of Paddy fields all m is the sole Property of Mahomed Meeram and on one else as will appear by Sale of a Bill of Sale thereof in the name of Hazy Malick Mahomed de the Father of the said Mahomed Meeram as well as a translate of an Appro to the said Bill of Sale of the Several Chiefs of

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former marked A and the Letter B hereunto annexed for the Inspection of this Honorab Court, to which he this Respondent most Humbly Refers, so that no Illicit measure been made use of by the said Mahomed Meeram in the Mortgaging of them, this Respond Cannot admit the translate of the Bill of Sale annexed to the Petition to be true bu that it is intirely false, as this Respondent Presumes that Mahomed Bibby the Mother of the Respondent Mahomed Meeram had no Manner of Authority to execut Bills of Sale at her Pleasure as the Respondent Mahomed Meeram was living me Can this Respondent admit the Premises to be Property of the said Subraya Moodeliar, as Heir to his deceased Father Compah Moodeliar, who pretends to have Purchased them of Mahomed Bibby Relict to Hazy Malicki Mahomed on the April 1744 for the Sum of 120 Pagodas and that the Petitioner did further get a Bi of Sale drawn in the Name of one Johara Saib a pretended Friend of the Petitioners fa which Bill of Sale this Respondent can in no Shape Admit to be a Lawfull one had the Petitioner any Right to lay a Claim to the Sale of the Premises when such pretended Bill of Sale is neither in his name or in the name of his said deceas Father. & further this Respondent begs Leave to Say that the St. Thome was under the Govern of the Moors in the Year 1744 & that it was not under the Management of the English this Respondent believes Soon after became their Settlement, in Regard to the Pet Saying that He was in quite Possession of the Premises now upwards of three 21 without any Interruption or Molestation there to this Respondent Craves Leave to set forth that the said Mahomed Meeram the Person who Mortgaged the above Premises to the Respondent, together with his deceased Father and Mother Hazy Malick Mahomed and Mahomed Bibby enjoyed the Premises 29 Years, which was from the Year 1709 the date of the Annexed Approbation Marked B to the Year 1748 when Comrapah Moodeliar the Father to the Petitioner Subraya Moodeli was a Dubash to Governor Saunders at Fort Saint David and who took to farm Saint Thome from the Honble Company while such Power was vested in him he the said Comrapah Moodeliar did Unlawfully Beat and ill treat the Gardene that were therein Employed out of it and by Compulsion took Possession of the Premises where not long after he the said Comrapah Moodeliar departed this Life and Governor Saunders Gone Home to England the said Mahomed Meera preferred a Complaint to George Pigot Esqr. late Governor of Fort St. George in Regard to the above Premises being taken Away from him by the said Comra

Moodeliar in his Life time when the said George Paget Esquire ordered the then Peturn of Saint Thome to put the said Mahomed Muram in Posefsion of the above Premises which said Order was accordingly Executed, from thence the said Mahomed Muram & his Mother Mahomed Bebby enjoyed the Premises till the Late french Siege when He the said Subraya Moodeliar the Petitioner unlawfully took Posefsion of them Again, but as the said Mahomed Muram was and is still so Poor and distressed and had since lost his said Mother also, he could not so much as pay a Person to draw a Petition for him to Some of the Justices that He might thereby be put in Posefsion of them again, this Respondent proceeds to inform this Honble Court the Nature how Bills of Sale must be Executed at Saint Thome, which are as follows, that should any Bills of Sale be made and Executed. they must be Publicly Known Advertized to all the Chief Inhabitants thereof such intention after which it must be also Publickly drawn out by two Conicoplys of the said Town Authorized for such Purposes, and Executed in their Presence and Attested by them as Witnesses, after which a Certificate must be Obtained from under the several Chief Inhabitants hands at St. Thome therein Certifying that such Bill of Sale is Good and Lawfull to all intents and Purposes which said Conditions the said Bill of Sale annexed to the Petitioner does not in the least Contain nor does it Appear to be so, but the Bill of Sale hereunto annexed Marked A was and is to that Effect executed as will appear by A translate of an approbation of the Chief Inhabitants at Saint Thome also hereunto annexed marked Letter B now this Respondent further begs leave to observe that one Shuffy Cawn did at first Sell the Premises to one Mahomed Saduck for the Sum of 1000 Pagodas, upon which Premises Contained then a Large Upstaire House which was since broken down and destroyed after which he the said Mahomed Saduck Sold to Hazy Malech Mahomed deceased the Father to the said Mahomed Muram for the Sum of 250 Madras Pagodas who is the Son and Heir and no one else to his said deceased Father and must thereby in Equity be deemed Heir to his Estate this Respondent further saith that the said Mahomed Muram has found amongst the Papers of his deceased Mother the annexed Bill of Sale Marked A and an Approbation thereto of the Chief Inhabitants marked B as well as a Parwan which is also Ready to be produced to this Honble Court when required, with which the Chief Inhabitants at Saint Thome Granted the above Approbation marked B all which

And things this Respondent is Ready to Aver Maintain and Prove as this Honorable Court shall direct and humbly pray this Honble Court to dismiss the Petition of the Subraya Moodeliar with Costs

Chas Bromley
Attorney for the Respondent

Translate of a Persian Bill of Sale given by Mahomed Saduck to Hazy Malick Mahomed

A

I Mahomed Saduck Son to Hazzally Beag of the Tubrezy Cast do by these Presents Acknowledge to have sold unto Hazy Malick Mahomed Son to Hazy Hucks of the Verdee Berroojurdy Cast for the Sum of 250 Madras Pagodas a House and Ground with Garden Situated at Saint Thome which was formerly the Property of Shaffee Cawn Dewan and which I bought from him agreable to a Seperate Bill of Sale

This is therefore to Certify that no one on any account whatever is to make any Demand upon the said Hazy Malick Mahomed for the said House and Ground with Garden but in Case any does I do hereby promise to be Responsible for the same, In Witness and Proof of which I have wrote these few Lines by way of Bill of Sale Dated the 1st of the Moon Rajub in the second Year of the Moguls Reign

Witnesses
Abull Hussane Son to Murtazaby
Mahomud Masheen
Mahomud Husan
Mahomud Mahasoon
Abdulla Broy
Ally Nuckay
Abdul Vajah
Mahomed Saduck

Sealed by
Mahomed Saduck

The whole under the Seal of the Cazey in whose hand writings (as is Supposed) it is Mentioned that it is with the Consent of the Seller that he affixes his Seal

Translate of an Approbation of the Chief and Cet Inhabitants of Saint Thome to the Right and Title that Hazy Malick Mahomed has to Three Cannegys of Ground in which Contains a House, a garden and some Paddy fields

To Hazy Malick Mahomed at Saint Thome

B

Send Greeting

We the Chief Inhabitants, Vencatta Putty Moodeliar, Mootiapah Moodeliar, Yettiapen Moodeliar, and Vyrachy Moodeliar &c Inhabitants do hereby Give & Grant unto You the said Hazy Malick Mahomed this Paper Writing dated in the Year 1709

Whereas it appears that one Shuffy Canon did purchase at Saint Thome 5 Cannegys of Ground, within which said 5 Cannegys of Ground, Contained one House, a garden, and some Paddy fields all which he the said Shuffy Canon did at first sell and make Over unto one Mahomed Sadeck a Gold Smith, and who afterwards has sold and made them Over unto You the said Hazy Malick Mahomed, all which said Premises, we do Hereby affirm to be the Sole Right and Property of the said Hazy Malick Mahomed by Virtue of a Parwan now shewn us Granted to him the said Hazy Malick Mahomed by the Dewan to the Purport aforesaid, and that he the said Shuffy Canon has Voluntarily sold and made Over the said 5 Cannegys of Grounds together with the Appurtenances Thereon Contained as aforesaid to Mahomed Sadeck but as the said Mahomed Sadeck has sold them the Prementioned Premises to the said Hazy Malick Mahomed, we the annual Inhabitant at Saint Thome do therefore empower You the said Hazy Malick Mahomed to enjoy the Premises before mentioned for Ever, and wee further Unanimously Agree and do by these Presents put You in Quite Possession of them, free from all Incumbrances whatsoever And the Perquisites that shall or may Arrise thereon, shall also be the Right and Property of Yourself and the Heirs of Your Body &c.a Descendants

(Lr) Mahomed Ibrahim Candyee

(Singd) Vencanah Gomastah to the Director at St Thome

Mutiapah Moodeliar
Yettiappen
Vyrachy
China Nainen
} Chief Inhabitants of St Thome

Vyramyen
Allengarren
} Town Conicoplays

Wee true Translate from the Original Persian Language but Words or Distinguished in Gentoo, Translated by Ramajah Mistnagen in Presence of Connacapah Sworn Interpreter

Chas Bromley

Attorney for the Respondent

Interrogatories to be Administred, to such Witnesses, as shall be produced Sworn & Examined, on the part and behalf of Soobraih Moodeliar Petitioner in a Certain Cause wherein the said Subrayah Moodeliar is Petitioner, and Samuel Johnson is Respondent

To all the Witnesses 1st Do You know, the Parties the Petitioner and the Respondent in this Cause If Yea, howlong have You so known them or either and which of them Declare

To
Fakeer Mahomed
Woosan Labay
Shaike Parvith
Vuddoo Saib
Shaike Achmed
Saib Codjie, and
Abdulajie Saib
} 2 Do You know, or do You not know, whether Mahomed Bibby was the Lawful Wife of Hadjie Malick Mahomed, and what of him was Mahomed Maraam, or how far, Related to the said Mahomed Bibby Declare

To Ismaeil Appullah Chadaphernay Mudelian Singing Naick Shaike Achmad Saib Cadjie and Abdulaje Saib

3d ——— Do You know, or Do You not know, hereto long the Petitioner, and his deceased Father have been, in the Possession of the Premises in dispute, If Yea, how long: and what You know further, Relative to this matter, fully and Particularly set forth

To Cadamoody Cunnumbalesum Shaike Achmad Saib Cadjie and Abdulaje Saib

4th ——— Do You know, or do You not know, whether Israel Saib purchased a Garden Situated at Saint Thome, from Mahomed Bibby for the Petitioner's Father, If Yea when was the same Purchased and for what Sum of money who paid the same & from whom the whole You know, touching this matter fully & particularly Set forth

To Cunnumbalesum

5th ——— Did You or did You not receive from the Petitioner's father, any Sum or sums of money to pay for a Garden, that was purchased for him, at Saint Thome, If Yea what Sum or Sums of money, the time when and the place where, who purchased, the said Garden for the Petitioner's father, and to whom did You pay the money for the same; fully and particularly, Set forth

To Cauderapah

6th ——— Did You, or did You not, offer Mahomed Bibby, any sum or sums of money for her Garden Situated at Saint Thome, if Yea what Sum or Sums of money the time when, and the place where did the said Mahomed Bibby, acquaint You, at the same time, that she had disposed of her said Garden, to any Person, or did she not, If Yea, what person, did she say, she had sold it to, and for what Sum or Sums of money, the whole You know, relative to this matter, Declare

To Cauthapooshahe Bofdeen

7th ——— Do You know or Do You not know whether, Mufty Abdul Sallam Saib attested the Bill of Sale given to Mahomed Bibby, If Yea, is it the same now shewn You, or is it not are You acquainted, with the manner & hand writing of the said Mufty Abdul Sallam Saib, If You look on the Bill of Sale, now Shewn You, and say, which of the signatures is his ———

To Mahomed Saib back

8th ——— Was You, or was You not, one of the Subscribing Witnesses, to the last Will and Testament, of Hadjie Molick Mahomed If Yea is it, the same now shewn You, was he of sound Mind memory, and understanding, when he executed the same, Do You know or do You not know

To Shaike Achmud Saib Cadjie and Abdulgie Saib

attested, the said Will, If Yea, whom, by name Did You or Did You not attest the Bill of Sale given to Mahomed Bibby If Yea, is it the same, now shewn You, and was the same properly executed, or was it not, declare

9th ——— Do You know, or do You not know, what issue, or offspring Mahomed Bibby, had by her Husband Hadjie Molick Mahomed If Yea what issue are the same living or, dead, declare. Do You know or do You not know, from whom, Mahomed Bibby, purchased the premises, in dispute, If Yea from whom, when and where, and for how much, and what age, was the Person, when he sold the same and what You know, further relative to this matter, fully and particularly, set forth was You or was You not present, when the Petitioner's Father sent the money, for the premises in Dispute, If Yea who received it and when, and where, did Your deceased father, attest the last Will and Testament of Hadjie Molick Mahomed and the Bill of Sale of the Garden, sold to Mahomed Bibby If Yea, look on the Papers now shewn You, and say, which of the Signatures, is the hand writing in the said Papers

To Cheddumbaroum

10th ——— Do You know, or do You not know, whether, the two Cannys of Pada Ground, seized on, by the Respondent, is the property of the Honble Company, or the late Mahomed Muram, If Yea, how long have they been, their property, and who has the Management, and direction of the same, and what gratuity, is allowed by the Honorable Company, for taking care of them, and to whom

To Ramah Kistnah Raja

11th ——— Are the Translates, now shewn You, truly Translated, from the Originals or, are they not declare

To Abdulrahim Saib

12th ——— Do You know or Do You not know whether, Israil Saib, was employed, to purchase a Garden, at Saint Thome, If Yea by whom, and from whom and what Sum of money, did he pay for the same, and when, and where was the Bill of Sale, taken in his name or in any other Persons Name If Yea, in whose name, and for what Reason did Your Father, attest the Bill of Sale, given by Mahomed Bibby to Israil Saib, or did he not, If Yea look on the Bill of Sale, now shewn You, and say which of the signatures is his

To all the Witnesses

13th ——— Do You know, or can You say, any other matter or thing Material for

for the Petitioner, in this Cause, If so, setforth, the same, as You know have been informed or do belive, with the reasons, of such Your Knowledge, or belief

Willm Cranwell
Attorney for the Petitioner

In the Name of God Amen I Hadjie Molick Mahomed Son of Hadjie Hockwerdie Burd, ajordie, being in disposed in Body but perfect in understanding and memory, and knowing there is an appointed time for man to die do make this my last Will and Testament in form and manner following, first In Confidence of the honesty and piety of Shahe Ibram Mahomed, Son of Side Libu, Ido will and Appoint him my true and Lawful Attorney, in regard to my Estate, and Cargo of my two Sons Named Mahomud Amien, and as my Attorney further to pay out of my Estate to my Lawful wife apportion of one hundred Pagodas, and my estate further to be divided and proprotion among them in the manner hereafter mentioned I will that the Share of Mahomed Codjim, be deposited with Ashamahomed sack buck, and that he be under the direction, and advice of him, as his Guardian till his Arrival at the Usual age as I was Attorney for the Estate of Mahomed Saber deceased under math is inserted a list of all his Debts and Demands conformable to my other List, and further as Shahe Ibraim Mahomed is my Attorney I will and intreat the said Shahe Ibraheim also to be Attorney for Mahomed Saber, and to discharge his Debts as under written I will that all my Interment and funeral charges be defrayed conformable to the Religion and Law of the Mahomedans Having three Houses Situated at Saint Thome, Ido will bequeath and give unto Mahomed Codjim my eldest Son One House westward with the furniture, and one Garden, as also one third part in another House, and a Spot of Ground I will bequeath and give unto my Second Son Mahomed Amien, Jointly with his Mother Mahomud Bibby the Remainder two Thirds of the House of which Mahomed Codjim is to inherit as aforementioned one third and Spot of Ground, that is in the front of this House, with all the furniture Appertaining thereunto

Further having two other Houses, one of which is Situated, in the neighbourhood of the House, before directed to be divided into three parts and the other House next to the Dwelling house of Mahomed Allebeck the said two Houses to become the Joint propertys of my Previsited Sons as also the Paddy fields Situated to the Eastward fronting the largest of the two Houses

I Will bequeath and Give unto my Eldest Son Mahomed Codjim my Sword my Pony Book, and large Riding Horse

The outstanding Debts due to my Estate Viz.t

An Obligation from Mahomed Serduck Buck for	Pagodas 440	Rupees
Mullay Hussian	"	130
Shaick Hussian		10 " "
Mahomud Hussian Buck		14 " " "
Mootyah Moodeliar		3 " " "
Cash advanced a Bricklayer for a Well		7 " " "
Abdulcander Cholier		5 " " "
Mahomud Duasien		1 " " "
Mura Mahomed Shroff		10 " " "
Augueva		8 " " "
Luthbulla Baubuth		180 " " 22
Gallamah Lick to be released and to be given		" " 20

Outstanding Debts due to the Estate of Mahomud Saber Deceased which are to be collected, and to be paid as follows

Codjee Ibraim according to Account	Pag.s 547	Rup.s " "
Luth Bulju		100 " "
Due a Second Bond		40 " "

Hadjie Mahomed Hussein on an Obligation ..... Pags 100 Rupees
Mur Monjure ..... 15 "
Achor Mahomud Mulk Mick for a Hubble bubble and Qwart ..... " 12 "

Mahomud Saber Dr. to the following

To Aju Allie Accubar Cara Swamie on an Obligation ..... Pagodas " 2500
To Aju Mahomud Cubbarjie a Shop Keeper ..... " 14
To Mur Munjure Albucawn a Hawker ..... " 60
To Mahomud Sibbie Beeby, a female Hawker ..... " 98
To Mulla Hzemallie a Hawker ..... " 50
To Mura Hussians brother in Law, Mura Mahomed Hawker ..... " 91

Further in continuance of my Will, all the furniture the brass and Copper Utensils, Books &c are to be distributed as Mentioned in my Will — I will bequeath to my Eldest Son Mahomed Codjim's Mother Twelve Pagodas

I will bequeath and give to my Youngest Son Mahomed [illegible] a Prayer Book, a large Sword and Twenty five Pagodas According to the Mahometans Stile the Twelfth day of October One thousand One Hundred and twenty four and agreable to the English Stile, the twelfth october One thousand Seven hundred and eleven, given under my Hand, and Acknowledged by me to be my true last Will & Testament

Signed in the presence of us and Sealed by us as Witnesses that the said Hadjie Melick Mahomed Attested, this as his last Will and Testament

Mahomed Saduck Cawa
Abdull Mahomed Hussain Son of Abdul Mahomed

Mullah Hussain
Mahomed Sidu
Shake Moodin
Pattula

Carried Over

Hadjie Melick Mahomud

Brought Over
Codjie Mullah Hussain
Nainahagy Mahomud
Catif Shake Maged Dim
Accaudar Sur adustanie
Mura Ach Coop
Mura Mahomed Ach Cook

A True Translate from the Persian, by Ramah Kistnah Raja, to the Malabar, and Rendered, into English by Conacapah, Sworn Interpreter

William Cranwell
Attorney for the Petitioner

I Mahomud Codjeem Son of Hadjie Melick Mahomed, do declare, and confirm the sale of a Spot of Pitty Gift Ground, and a Garden, with the Brick wall, that Surrounds it, with all the Palmira and Mango, trees, and all other trees thereon with all that is in, or Appertaining to the said Garden, which devolved to me, by the last Will, and Testament, of my Father and do Lawfully Sell and quit claim, to the same, unto Mahomed Bibby, the mother of my Younger brother, Mahomed Amien, for the Sum of Thirty five Pagodas, paid me in hand, as Mentioned in the Original, according to custom, of the moors, after the real purchase money Seventeen and a half, Pagodas and which I do by these presents deer this Bill of Sale, to be my own Voluntary, Act and deed executed by me, to prevent any disputes, that may arise in future, do hereby confirm the legality of this bond, by Signing the same, Mahometans Stile the Second day of September one thousand, one hundred, and Thirty Seven which Makes in the English Stile, the Second day of September, One thousand seven hundred and twenty four, in the Seventh Year of the Reign of the Emperor Mahomet Shaw

Wit[illegible]

Witnesses.

St Thome Codgu Mahomud Hassain
St Thome Mussty Abdullah Salam
Mahomud Hassain
Mahomud Sidoo
Hussain Coolee
Shake Eniff
Ann Cawn delasach
Shake Small

Mahomed Codgein
Son of Hadju Melick Mahomed

Mahomed
Sibba
omud Marcar

An Endorsement on the back of the Bond

I have sold a garden a well and wall with whatsoever is in or upon it or belonging to the said Garden to Comrapah Moodeliar by Means of Israel Saib for one hundred and Twenty Pagodas, and the the said Garden, by this Sale becomes the property of Comrapah Moodeliar but the Paddy fields to remain my Property According to the Title Deeds I delivered Israel Saib for Comra= =pah Moodelair and his Heirs for ever, the fourth day of August one thousand One hundred and fifty seven Mahomedans Stile in English Stile August the fourth One thousand Seven hundred and forty four

A True Translate, from the Persian, by Ramah Chittah Peja to the Malabars, and rendered into English, by Comicopah Sworn Interpreter:

William Cranwell

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Faker Mahomed of Saint Thome Taylor Aged 55 Years or thereabouts being
produced as a Witness in this Cause on the Part of the Petitioner was on the 9th day
of August 1766 sworn at the Office of Mr William Cranwell Attorney for the
Respondent by Canapah who left a note of the name Title and Place of abode of the
said Deponent and afterwards on the same day being sworn and examined
Deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith, he has known Subarey Modeliar
15 Years but this not acquainted with Samuel Johnson

2d ——— To the Second Interrogatory this Deponent saith, he knows that Mahomed Bibby
was the Lawful wife of Hadjie Malick Mahomed — and that Mahomed Meeran
was the Son of Mahomed Bibbys Younger Sister — more this Deponent deposeth
not to this or the last Interrogatory

Richard Lathom
Examiner

The Mark of
Faker Mahomed

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner and
Samuel Johnson Respondent

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

Woosan Labay of Saint Thome Moor man Aged 50 Years or thereabouts being
produced as a Witness in this Cause on the part of the Petitioner was on the 9th day
of August 1766 sworn at the Office of Mr Charles Bromley Attorney for the
Respondent by Canapah who left a note of the name Title and place of abode of the
said Deponent and afterwards on the same day being Sworn and Examined deposeth
as followeth

1st ——— To the first Interrogatory this Deponent saith he has known Subarey Modeliar
20 Years but is not acquainted with Samuel Johnson

2d ——— To the Second Interrogatory this Deponent saith he knows that Mahomed Bibby
was the Lawful wife of Hadjie Malick Mahomed — and that Mahomed Meeran
was the son of Mahomed Bibbys Younger Sister — more this Deponent deposeth
not to this or to the last Interrogatory

Richard Lathom
Examiner

The Mark of
Woosan Labay

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson — Respondent

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

Shake Parieth of Saint Thomes Taylor Aged 50 Years or thereabouts being
produced as a Witness in this Cause on the Part of the Petitioner was on the
9th day of August 1766 sworn at the Office of Mr Charles Bromley At-

for the Respondent by Canapah who left anote of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known Subarey Modeliar 8 Years but is not acquainted with Samuel Johnson

2d ..... To the Second Interrogatory this Deponent saith he knows that Mahomed Bibby was the lawful wife Hadjie Molick Mahomed who Marreid her in St Thome and that Mahomed Meuram was the Son of Mahomed Bibbys Younger Sister more this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

The Mark of
Shake Pareith

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner and
Samuel Johnson Respondent

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

Shake Achmud Saib of Saint Thome Moor man Aged 44 Years or Thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 7th day of August 1766 sworn at the Office of Mr Charles Bromley Attorney for the Respondent by Canapa who left anote of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known Subarey Modeliar 15 Years but is not acquainted with Samuel Johnson

9th ..... To the Ninth Interrogatory this Deponent saith, Mahomed Bibby had issue only one Son by her Husband Hadjie Molick Mahomed which Son died to the Age of 22 Mahomed Bibby purchased from Mahomed Causim soon, that her Husband Hadjie Molick Mahomed had by Another Woman whom

whom he kept / his share of the Garden now in Dispute and some other Ground for thirty five Pagodas Mahomed Causim was 25 Years of age or thereabouts, when he sold to Mahomed Bibby, his share of the said Garden and Ground — this Deponents Father was present when the Petitioners Father Comrapah Modeliar, sent by Sheriff Saib one hundred and twenty Pagodas to Mahomed Bibby for the premisses now in dispute which Sheriff Saib had bought from Mahomed Bibby for Comrapah Modeliar this Deponents deceased Father, did attest the last Will and Testament of Hadjie Molick Mahomed as also the Bill of Sale of the Garden sold to Mahomed Bibby the said Will and Bill of Sale, being now shewn to this Deponent, he declares, that he is well acquainted with the signature of his Father sheik Mahomed Huddeb which is subscribed, to both the said Will and the said Bill of Sale — Mahomed Bibby was to the lawful wife of Hadjie Molick Mahomed and that Mahomed Meuram, was the son of Mahomed Bibbys Younger Sister — that the Petitioner and his deceased Father, have been in possession of the premisses in dispute, twenty one Years or thereabouts — further this Deponent deposeth not, to this, the second, third fourth and last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Abdulajie Saib of Saint Thome Moor man Aged 39 Years or thereabouts, being produced as a Witness in this Cause on the part of the Petitioner was on the 9th day of August 1766 sworn at the Office of Mr Charles Bromley Attorney for the Respondent by Canapah who left anote of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth

Mayors Court at
Madraspatnam

Between Subarey Modeliar ..... Petitioner
and Samuel Johnson Respondent

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

Tonnacuttapullah of St Thome Town Comicoply Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 9th day of August 1766 sworn at the Office of Mr Charles Bramley Attorney for the Respondent by Conapah who left a note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known Subarayo Modeliar 20 Years but is not acquainted with Samuel Johnson

2d 3 ..... To the third Interrogatory this Deponent saith, the Petitioner and his deceased father have been in possession of the premises in dispute, twenty Years or thereabouts — more this Deponent deposeth not, to this, or to the last Interrogatory — this Deponents name when examined as a Witness for the Respondent is wrote Tonnay Kooty Pullah

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subarayo Modeliar Petitioner
and Samuel Johnson Respondent

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

Sadashavay Modelair of Saint Thome Husbandman Aged 39 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 9th day of August 1766 sworn at the Office of Mr Charles Bramley Attorney for the Respondent by Conapah who left a note of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and

Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known Subarayo Modeliar 15 Years, but is not acquainted with Samuel Johnson

2d ..... To the Second Interrogatory this Deponent saith, he knows that Mahomed Bibby was the Lawful wife of Hadjie Molick Mahomed — and that Mahomed Meuam, was the Son of Mahomed Bibby's Younger Sister

2d 3 ..... To the third Interrogatory this Deponent saith, that the Petitioner and his deceased Father, have been in Possession of the premises in dispute, twenty One Years or thereabouts

12 4 ..... To the fourth Interrogatory this Deponent saith, that one Esau Sherib Saib purchased a garden situated at Saint Thome from Mahomed Bibby for the Petitioners father for the Sum of one hundred and twenty Pagodas, about twenty one Years ago or thereabouts the Petitioners Father Conerapah Modeliar, paid the Pagodas (120) to Esau Sherib Saib and Esau Sherib Saib paid the same to Mahomed Bibby — further this deponent declareth, that Mahomed Meuam had no right to any part of Mahomed Bibby's Estate More this Deponent deposeth not, to this Interrogatory

9th ..... To the Ninth Interrogatory this Deponent saith, Mahomed Bibby had issue only one son, by her Husband Hadjie Molick Mahomed which son died at the age of twenty two as this Deponent heard — Mahomed Bibby purchased from Mahomed Cassim Jason, that her husband Hadjie Molick Mahomed, had by another woman, whom he kept, this share of the premises in dispute for thirty five Pagodas as Mahomed Bibby told this Deponent Mahomed Cassim at that time was 23 Years of age. as this Deponent was likewise informed by Mahomed Bibby this Deponent was present when the Petitioners Father sent Pagodas (120) for the premises in dispute to Esau Sherib Saib, who paid the same to Mahomed Bibby — this Deponents deceased father did attest the last Will and Testament of Hadjie Molick Mahomed. as also the bill of Sale of the garden sold to Mahomed Bibby the said Will and Bill of Sale being now shewn to this Deponent, he declares that he is well acquainted with the signature of his father Sheick Mahomediny which is Subscribed to both the said will and the said Bill of Sale — more this deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith he has known the Subaroy Modeliar 25 Years, but is not acquainted with Samuel Johnson

2d ——— To the third Interrogatory this Deponent saith, the Petitioner and his deceased Father have been in possession of the premisses in dispute, twenty two Years or thereabouts more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Subaroy Modeliar Petitioner and Samuel Johnson Respondent

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

Singaroy Naick of St. Thome Husbandman Aged 60 Years or thereabouts, being produced as a Witness in this Cause on the part of the Petitioner was on the 9th day of August 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Comapah who left anse of the name Title and Place of abode of the said Deponent & afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith, he has known Subaroy Modeliar 20 Years, but is not acquainted with Samuel Johnson

2d ——— To the third Interrogatory this Deponent saith, the Petitioner and his deceased Father, have been in possession of the premisses now in dispute, twenty Years or thereabouts — more this Deponent deposeth not to this or to the last Interrogatory ———

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Subaroy Modeliar Petitioner and Samuel Johnson Respondent

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

Colamamoody of St. Thome Brickslayer Aged 44 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 6 day of August 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Comapah who left anse of the name Title and Place of abode of the said Deponent and afterward on the same day being Sworn and Examined deposeth as Followeth

1st ——— To the first Interrogatory this Deponent saith, he has known Subaroy Modeliar 25 Years but is not acquainted with Samuel Johnson

4th ——— To the fourth Interrogatory this Deponent saith that one Seib saib Purchased a Garden in his presence about twenty One or twenty two Years ago, situatted at St. Thome, from Mahomed Bibby, for the Petitioners father by name Comerapah Modeliar for one hundred and twenty Pagodas — which Sum Comerapah Modeliar at the same Time paid to Seib Saib, and Seib Saib paid it to Mahomed Bibby who acknowledged to this Deponent, that she had received the Pagodas 120/ the said Garden ever since, has been in possession of Comerapah Modeliar and his family — more this Deponent deposeth not this, or to the last

Richard Lathom

Examiner

The Mark of D Colamamoody

Mayors Court at Madraspatnam

Between Subaroy Modeliar Petitioner and Samuel Johnson Respondent

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

Pamumbaleum

Ponumbalum of St Thome School Master Aged 55 Years or thereabouts being
produced as a Witness in this Cause on the part of the Petitioner was on the 6 day of August
1766 shewn at the Office of Mr. Charles Bramley Attorney for the Respondent by
Comapa who left a note of the name Title and Place of abode of the said Deponent &
afterwards on the same day being Sworn and Examined deposeth as followeth
1st ..... To the first Interrogatory this Deponent saith, he has known the Subarey Moodeliar
30 Years, but is not acquainted with Samuel Johnson
4th ..... To the fourth Interrogatory this Deponent, that one Saib Saib purchased a garden
about twenty two Years ago, situated at Saint Thome, from Mahomed Bibby for the
Petitioners Father by name Comerapah Modeliar for one hundred and twenty Pags
which sum Comerapah Moodeliar gave to this Deponent to pay to Serib Saib. and
Serib Saib after having received it, in this Deponents presence, went into Mahomd
Bibbys room, and delivered the money to her — Serib Saib on his coming out again
presented to this Deponent to give to Comerapah Modeliar, the Bill of Sale for
the said Garden, made out in Serib Saibs name Comerapah Modeliar and his
family, ever since, have been in possession of the said Garden — more this
Deponent deposeth not to this the fifth or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Teatarapah of St Thome Farmer Aged 45 Years or thereabouts being produced
as a Witness in this Cause on the part of the Petitioner was on the 6th day of August
1766 shewn at the Office of Mr. Charles Bramley Attorney for the Respondent by
Comapah who left a note of the name Title and Place of abode of the said Deponent &

afterwards on the same day being Sworn and Examined deposeth as Followeth
1st ..... To the first Interrogatory this Deponent saith he has known Subarey Modeliar 30 Years
but is not acquainted with Samuel Johnson.
6th ..... To the Sixth Interrogatory this Deponent saith, about twenty three Years ago, he offered
to Mahomed Bibby sixty Pagodas, for her garden situated at St Thome — Mahomed
Bibby, two or three days after this deponent had made that offer, told him she had
sold the said Garden to Comerapah Modeliar, for one hundred and twenty Pagodas more
this Deponent deposeth not, to this or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Cauthapooshake Bossdeen of St Thome Moorman Aged 55 Years or thereabouts
being produced as a Witness in this Cause on the part of the Petitioner was on the 16th day of
August 1766 shewn at the Office of Mr. Charles Bromley Attorney for the Respondent
by Comapah who left a note of the name Title and Place of abode of the said Deponent
and afterwards on the same day being Sworn and Examined deposeth as followeth
1st ..... To the first Interrogatory this Deponent saith he has known the Subarays Modeliar
15 Years, but is not acquainted with Samuel Johnson
7th ..... To the Seventh Interrogatory this Deponent saith, Muffty Abdul Sallam Saib did
attest the Bill of Sale, given to Mahomed Bibby. which is the same as is now
shewn to this deponent, and that the signature of the said Muffty Abdul Sallam Saib
wrote to the said Bill of Sale, is of Muffty Abdul Sallam Saibs own hand writing
further this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Mahomed Saibbeck of St. Thome Moor-man Aged 80 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 1th day of August 1766 shewn at the Office of Charles Bromley Attorney for the Respondent by Conapah who left a note of the Name Title and Place of abode of the said deponent & afterwards on the same day being Sworn and Examined deposeth as Followeth

1st ..... To the first Interrogatory this Deponent saith he has known Subarey Modeliar 20 Years, but is not acquainted with Samuel Johnson

8th ..... To the Eighth Interrogatory this Deponent saith, he was one of the Subscribing Witnesses to the last Will and Testament of Hadjie Molich Mahomed — which is the same as now shewn to him — Hadjie Molich Mahomed was of sound mind memory and understanding, when he executed the same — Mahomed Hussein Minacul, Tatulabeg and Mahomed Sadich Kaffy, besides many other persons, to this deponents knowledge, attested the said Will this Deponent did also attest the Bill of Sale, given to Mahomed Bibby — being the same now shewn to him which was properly executed — more this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

Depositions of Witnesses taken in this Cause by and before the

Chiddumbarum of Saint Thome Inhabitant Aged 41 Years or thereabouts, being produced as a Witness in this Cause on the part of the Petitioner was on the 6th day of August 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Conapa who left a note of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known Subarey Modeliar 25 Years, but is not acquainted with Samuel Johnson

10th ..... To the tenth Interrogatory this Deponent saith he knows that in the Months of January or February last, two Cannoges of Paddy Ground at Saint Thome, were Seized on by Mr Samuel Johnsons people — which two Cannoges of Paddy Ground, were formerly the property of Mahomed Bibby and her Husband — but about eighteen Years ago in the time of one Chungai, Renter of St Thome to the Company, the aforesaid Ground, was taken from Mahomed Bibby by the said Renter — for these last Sixteen Years, Conapah Modeliar and his family, have had the said Ground under their Direction and Management only paying from the produce of it to the Renters of St Thome their proportion Reserving the rest for themselves more this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Ramah Kistna Raja of Madras School Master Aged 44 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 6 day of August 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Conapah who left a note of the name Title

abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as Followeth

1st ——— To the first Interrogatory this Deponent saith he has known Subarey Modeliar 15 Years, but is not acquainted with Samuel Johnson

11th ——— To the Eleventh Interrogatory this Deponent saith, the Translates now shewn to him, are true translated from the Original more this Deponent deposeth not to this or to the last Interrogatory

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Abdubrahim Saib of Saint Thome Moorman, Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 7th day of August 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Comrapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as Followeth

1st ——— To the first Interrogatory this Deponent saith he has known Subarey Modeliar 12 Years, but is not acquainted with Samuel Johnson

12th ——— To the Tenth Interrogatory this Deponent saith, he knows that about twenty two Years ago, one Coaw Sherib Saib was employed by Comrapah Modeliar, to purchase a Garden for him at Saint Thome, from Mahomed Bibby Comrapah Modeliar paid one hundred and twenty Pagodas for the said Purchase, to Coaw Sherib Saib, and Coaw Sherib Saib paid the same, to Mahomed Bibby the Bill of Sale for the said garden was made out in Coaw Sherib Saibs name because at the time Saint Thome being under the Moors Government it was thought safer that a Moor man should appear to be the proprietor of any ground within its districts Coaw Sherib Saib delivered the said Bill of Sale to Comrapah Modeliar This Deponents Father did attest the Bill of Sale, given by Mahomed Bibby to Coaw Sherib Saib, also that this Deponents Fathers name, and the name of Sidy Achoul, formerly Cotwal or Land Customer of Saint Thome put to the Bill of Sale, now shewn to this Deponent, are of their own writing more this Deponent deposeth not to this, or to the last Interrogatory

Richard Latham
Examiner

Additional Interrogatories, to be Administred to such Witness, as shall be Produced, Sworn and Examined on the part, and behalf, of Subarey Modeliar Petitioner in a certain Cause, wherein, the said Subarey Modeliar, is Petitioner, and Samuel Johnson is Respondent

To Nizam Saib ——— 1st ——— Do You know the Parties, the Petitioner and Respondent in this Cause If Yea how long have You so known them or either and which of them Declare

To Ditto ——— 2 ——— Do You know, or Do You not know, whether, Your Father, Purchased a Garden, for the Petitioners Father, If Yea, from whom, when, and where, and where was it, situated and who paid for the same, and what sum of money, and to whom was it paid, was the Bill of Sale taken in the Petitioners Fathers name or was it not If Yea in whose name, and for what Reason, declare, do You know or do You not know, to whom the Bill of Sale was delivered, If Yea to whom and by whom Declare. Do You know or do You not know, how long the Petitioner and his Father, have been in the Possession of the Garden, in Dispute, If Yea how long, and what You know further, Relative to this Matter, fully and Particularly Declare

To Ditto ——— Third ——— Do You know, or can You say any other Matter or thing, Material for the Petitioner, in this Cause, If so set forth, the same, as You know, have been informed, or do believe, with the reasons, of such Your knowledge, or belief

William Cranmore
Attorney for the Petr

Mayors Court at
Madraspatnam

Between Subarroy Modeliar Petitioner
and Samuel Johnson Respondent

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

Nizam Saib of Sadras Moor man Aged 36 Years or thereabouts, being Produced as a Witness in this Cause on the Part of the Petitioner was on the 7 day of August 1766 shown at the Office of Mr Charles Bromley Attorney for the Respondent by Comapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith, he has known Subarroy Modeliar 5 Years but is not acquainted with Samuel Johnson

2d To the Second Interrogatory this Deponent saith, about twenty three or twenty four Years ago, his father did purchase a garden for the Petitioners Father from Mahomed Bibby situated at Saint Thome Comanapah Modeliar paid to this Deponents father one hundred and twenty Pagodas, for the said Purchase and this Deponents Father paid the same to Mahomed Bibby the Bill of Sale for the said Garden, was made out in this Deponents Fathers Name because he had made the purchase, for Comanapah Modeliar this Deponents Father after Receiving the said Bill of Sale, delivered it to Comanapah Modeliar the Petitioner and his Father, ever since the said Purchase have been in possession of the Garden in dispute more this Deponent deposeth not to this, or to the last Interrogatory

Richard Latham
Examiner

Additional Interrogatories to be administred to such Witnesses as shall be Produced Sworn and Examined, on the part and behalf of Subarroy Modeliar Petitioner, in certain Cause wherein, the said Subarroy Modeliar is Petitioner and Samuel Johnson Respondent

To all the Witnesses 1st Do You know, the Parties Petitioner, and Respondent, in this Cause? or either and which of them and how long have You known them or either and which of them Declare

To Swam Labby 2d Do You, or do You not know when Mahomed Bibby departed this life? If Yea when and how long since, was You, or was You not desired to make her last Will & Testament, If Yea, did You, who desired You and when and when did she appoint her their, was You or was You not told, that Mahomed Bibbys last Will & Testament, was lost and desired to draw out another, If Yea, who told You and who desired You to draw out another, and when, and for what reasons did You not, was she living or was she not, when You drawed the one, that You was informed, was lost? If Yea who signed, or set her mark to it, when and where, and who were present, and what Person, or Persons attested the same, do You know or do You not know, what is become of the said Will, or where it is lodged what You know, further, touching these Matters, fully and Particularly set forth

To Mootu Comrapa and Sahtomby 3d Do You know or do You not know, what Method is made use of to Obtain a Bill of Sale, at Saint Thome, If Yea, what Method?

To Thurmally Master 4th Was or was not, the last Will and Testament, of Mahomed Bibbys brought to You, a few days ago, to attest, If Yea who brought it and how many days are elapsed, did You attest the same or did You not, If Yea what were Your Reasons for not attesting set forth

To all the Witnesses 5th Do You know, or can You say any other Matter, or thing, Material for the Petitioner, in this Cause, if so set forth the same, as You know, have been informed, or do believe, with the reasons, of each Your knowledge or Belief

William Cranwell
Attorney for the Petitioner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Swam Labby of Madras Moor — man Aged 63 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 25th day of August 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Conapah who left ansle of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1 ——— To the first Interrogatory this Deponent saith he has known Subarey Modeliar 8 Years but is not acquainted with Samuel Johnson

2 ——— To the Second Interrogatory this Deponent saith, Mahomid Bibby departed this life about two Years ago — about three Months before Mahomid Bibby died this Deponent was desired by Mahomid Bibby to make her last Will & Testament wherein she appointed Mahomid Ibraham her Heir — this Deponent was told that Mahomid Bibby's last Will and Testament was lost, and afterwards heard from the said People that it was found again this Deponent never drew out any other Will for Mahomid Bibby but one made a Copy of the same in Mallabars for the information of the Interpreter of this Court — further this Deponent deposeth not this Deponents name when examined as a Witness for the Respondent, is wrote Samoo Labbay

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Mootu Comrapah of Saint Thome Coniceply Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 25th day of August 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Conapah who left ansle of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1 ——— To the first Interrogatory this Deponent saith he has known the Subarey Modeliar 25 Years, but is not acquainted with Samuel Johnson

3 ——— To the third Interrogatory this Deponent saith, formerly it was accustom at Saint Thome for every Bill of Sale to be attested either by the Causey, or the Cotwal and sometimes by the chief inhabitants — now at the Selling of any Ground or House, Choultry Bills of Sale are generally taken out — more this Deponent deposeth not, to this or to the last Interrogatory

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Jah Tombay of Saint Thome Merchant Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 25th day of Aug 1766 shewn at the Office of Mr Charles Bromley Attorney for the Respondent by Conapa who left ansle of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1 ——— To the first Interrogatory this Deponent saith he has known Subarey Modeliar 20 Years, and Samuel Johnson 1 Years or thereabouts

3 ——— To the third Interrogatory this Deponent saith formerly it was accustom at Saint Thome for every Bill of Sale, to be attested either by the Causey, or the Cotwal

Cawal and sometimes by the Chiefs Inhabitants — now at the selling of any Grounder House Choultry Bill of Sale are generally taken out — more this Deponent deposeth not to this or to the last Interrogatory —

Richard Sathom

Examiner

Mayors Court at
Madraspatnam

Between Subarey Modeliar Petitioner
and Samuel Johnson Respondent

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

Thurmullay of Madrass Taylor Aged 85 Years or thereabouts being Produced as a Witness in this Cause on the part of the Petitioner was on the 25th day of August 1766 sworn at the Office of Mr Charles Bromley Attorney for the Respondent by Comapa who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, he has known Subarey Modeliar 15 Years but is not acquainted with Samuel Johnson —

4th ..... To the fourth Interrogatory this Deponent saith, about fifteen Years ago, the last Will and Testament of Mahomed Bibby was brought to him, by one Allegapah Brother to Tambrapah Arbash, another person by name Muraw and Mahomed Ibrahim's son desiring this Deponent to attest the same — this Deponent told them, he knew not any thing about the said Will therefore he would not go to attest it — more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Sathom

Examiner

5

Mutiapah Modeliar
Kumrayah Permal
Modeliar
Sadashanary Modeliar
Singanaick
Govinda Chitty
Ramah Govinda Ayen
Tonnary Kooty Pullah
Waddy Mullyapah
Iyah Modeliar
Mura Labby

Interrogatory to be Administred to such Witnesses as shall be Produced Sworn and Examined in a certain Cause in the Honorable the Mayors Court wherein Samuel Johnson of Fort Saint George Merchant was Complainant and Mahomed Meeram of Saint Thome Inhabitant was Defendant

Subrayah Modeliar Petitioner
and Samuel Johnson is Respondent

Interrogatory to be Asked to all Witnesses

1st ..... Do You know, or do You not know, the above said Mahomed Meeram and Subrayah Modeliar, if Yea, how long have You known them or either and which of them

Declare

Mutiapah Modeliar
Kumrayah Permaul
Sadashanary Modeliar
Singanaick
Ramah Govindoo
Tonnary Kooty Pulley

2d ..... Are You or are You not, acquainted with the Purport of the writing there to shewn You at this the time of Your Examination Marked B if Yea, or are You or are You not acquainted with the Hand Writing of the several persons thereto Subscribing and how and in what manner You are acquainted with the same Particularly set forth and

Declare

Mutiapah Modeliar
Kumrayah Permal
Waddymoollyapah
Ramah Govindoo Ayen
Tonnay Kooty Pulley

3d ..... Do You know or do You not know, what is or has been the Customary Saint Thome Respecting Conveying of Land and Houses with the Necessary Stepe taken previous to the granting of Bills of Sale, if Yea set forth the whole of the Custom in the most Particular Manner as it was and is now used, and the time the same has been used According to the best of Your Knowledge and Remembrance —

Iyah Modeliar
Mootiapah Modeliar
Ramah Govinda Chitty
Mura Labbay

4th ..... Do You know, or can You set forth, or are You acquainted with the Right and Title of the aforementioned Mahomed Meeram to the Premises now in Dispute before this Honorable Court, And do You know or do You not know the time how long, the said Mahomed Meeram Continued in possession of the said disputed Premises, And do You know or do You not know, whether the said Mahomed Meeram was or was not put out of Possession of the said Premises do You know or do You not know, whether any or what Complaint was lodge with any person and who And do You know or do You not know whether any and what Relief was given

given to the said Mahomed Muram concerning the same to the best of Your Knowledge Remembrance and belief Particularly declare the whole You know touching this Matter

To all the Witnesses 5th Do You know or can You set forth any other Matter or thing that may tend to the Advantage and benefit of Samuel Johnson the person claiming the premises by virtue of an Assignment from Mahomed Muram to which You have not been heretofore Particularly interrogated to, if You set forth the same to the best of Your Knowledge Remembrance and belief as if the same had been set down and You here to Particularly Interrogated

Charles Bromley

Attorney for the Respondent

Translate of a Persian Bill of Sale given by Mahomed Saduck to Hazy Malick Mahomed

A

I Mahomed Saduck Son to Hazyally Bega of the Tubrizy Cast do by these presents Acknowledge to have sold unto Hazy Malick Mahomed Son to Hazy Ruck of the Cardee Berrejurdy Cast for the Sum of 250 Madrass Pagodas a House and Ground with Garden Situated at Saint Thome which was formerly the Property of Shaffee Cawn Dewan and which I bought from him agreeable to a Seperate Bill of Sale

This is therefore to Certify that no one on any account whatever is to make any Demand upon the said Hazy Malick Mahomed for the said House and Ground with Garden but in Case any does I do hereby Promise to be Responsible for the same In Witness and Proof of which I have wrote these few Lines by way of Bill of Sale Dated the 1. of the Moon Rajul in the Second Year of the Moguel Reign

Witnesses (Signed) by Mahomed Saduck

Aball Hussance Son to Murtazabeg

Mahomud Hashem
Mahomud Hussan
Mahomud Mahassoon
Abdulla Beag
Ally Mucky
Abdul Rajah
Mahomud Saduck

The whole under the Seal of the Cazey in whose hand written as is Supposed it is Mentioned that it is with the Consent of the Seller that he affixes his Seal

Translate of an Approbation of the Chief and the Inhabitant at Saint Thome to the Right and Title that Hazy Malick Mahomed has to Five Cawneys of Ground in which Contains a House a Garden and some Paddy Fields

To Hazy Malick Mahomed at Saint Thome

B

Send Greeting

We the Chief Inhabitants, Vencattapetty Moodeliar, Mootiapah Moodeliar, Yettiapen Moodeliar and Veerachee Moodeliar &c. Inhabitants do hereby Give and Grant unto You the said Hazy Malick Mahomed this Paper Writing dated in the Year 1709

Whereas it appears that one Shuffy Cawn did Purchase at Saint Thome 5 Cawneys of Ground, within which said 5 Cawneys of Ground Contained one House, a Garden and some Paddy fields all which he the said Shuffy Cawn did at first sell and make over unto one Mahomed Suduck a Gold Smith, and who afterwards has sold and Made them over unto You the said Hazy Malick Mahomed, all which said Premises, we do hereby Affirm to be the Sole Right and Property of the said Hazy Malick Mahomed, by Virtue of a Parwana now shewn us Granted to him the said Hazy Malick Mahomed by the Dewan to the Purport aforesaid, and that he the said Shuffy Cawn has Voluntarily sold and made

made Over the said 5 Cawneys of Grounds together with the Appurtenances thereon Contained as aforesaid to Mahomed Saduck but as the said Mahomed Saduck has Sold them the Prementioned Premises to the said Hazzy Malich Mahomed, we the Seural Inhabitant at Saint Thome do therefore impower You the said Hazzy Malich Mahomed to enjoy the Premises beforementioned for Ever, and we do further unanemously Agree and do by these Presents put You in quite Possession of them, free from All Incumbrances whatsoever And the Perquisites that shall or may Accrue thereon, shall also be the Right and Property of Yourself and the Heirs of Your Body &c.a Descendants

(Test) Mahomed Ibrahim Cawdgee
(Signed) Vencanah Gomastah to the Director at St. Thom.

Mootiapah Moodeliar
Gilliuppim
Vyrachey
Cheima Naiman
} Chief Inhabitants of Saint Thome

Vyrawyen
Allingarren
} Sworn Conciapatty

A True Translate from the Original Persian Language by Wrote or destinguesher in Gentoos, translated by Ramayah Kistnayen in Presence of Comarapah Sworn Interpreter

Chas. Brownlow
Attorney for the Respondent

This Paper writing was shewn to Mootiapah Modeliar, Kurryah Permal, Seduthavay Modeliar Singanah Ramah Govindoo and Sunnay Roty Pullay at the time of their Examination before me, in a Cause depending in the Mayors Court at Madraspatnam wherein Samuel Johnson of Fort Saint George Merchant is Respondent and Subrayah Modeliar of the same Place Inhabitant is Petitioner this 12.th day of July Anno Domini 1766

Richard Lathom
Examiner

Mayors Court at
Madraispatnam

Between Subryah Modeliar Petitioner
and Samuel Johnson Respondent

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

Motiapah Modeliar of Saint Thome Husbandman Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent was on the 12 day of July 1766 sworn at the Office of Mr William Cranwell Attorney for the Petitioner by Comapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, he know Mahomed Muram 25 Years, has known Subryah Modeliar 20 Years, but is not acquainted with Samuel Johnson

2d To the Second Interrogatory this Deponent saith, he is not acquainted with the purport of the writing shewn to him Marked B that the Hand writing of one of the Subscribing Witnesses, is this Deponents Grand fathers by name Motiapah Modeliar the other is not acquainted with

3d To the third Interrogatory this Deponent saith, formerly it was the custom at St Thome during the Moors Government, if any person wanted to buy Land or Houses that both the Seller and Purchaser, should go to the Amuldar and acquaint him: the Amuldar would then send for the Chief Inhabitants and Town Conciepligs to know from them, whether the Seller had aright to sell the said Ground or house; if he had a Bill of Sale was then drawn out, and attested by the Chief Inhabitants and Town Conciepligs — more this Deponent deposeth not to this or to the last Interrogatory

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Subryah Modeliar Petitioner
and Samuel Johnson Respondent

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

Kurryah Pernial Modeliar of Saint Thome Husbandman Aged 42 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Respondent was on the 12 day of July 1766 shewn at the Office of Mr. William Cranwell Attorney for the Petitioner by Canapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he was not acquainted with Mahomed Muram, nor is he with Samuel Johnson — but has known Subarey Modeliar 25 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith he is not acquainted with the Signature of the Writing Marked B now shewn to him — that one of the Subscribing Witnesses he believes to be his Grand father by Name Ettapah — having before seen some of his writing — the others he is not acquainted with

3d ..... To the third Interrogatory this deponent saith, formerly it was the Custom at Saint Thome during the Moors Government if any Person wanted to buy Land or House that both the Seller and Purchaser, should go to the Amuldar and acquainted him the Amuldar would then send for the Chief Inhabitants and Town Conciplys to know from them, whether the seller had aright to sell the said land, house, or houses, if he had a Bill of Sale was then drawn out, and attested by the Chief Inhabitants and Town Conciplys — more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subryah Modeliar Petitioner
and Samuel Johnson Respondent

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

Sadashaway Modeliar of Saint Thome Husbandman Aged 39 Years or thereabouts being Produced as a Witness in this Cause on the part of the Respondent was on the 12th day of July 1766 shewn at the office of Mr. William Cranwell Attorney for the Petr. by Canapa who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he was not acquainted with Mahomed Muram, or is he with Samuel Johnson but has known Subrayah Modeliar 25 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith he is not acquainted with the signature of the Writing shewn to him Marked B but the hand writing of one of the Subscribing Witnesses is this Deponents Grand fathers which he knows by having frequently seen his Hand writing — the other this Deponent is not acquainted with — more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subary Modeliar Petitioner
and Samuel Johnson Respondent

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

Singanaick of St. Thome Husbandman Aged 60 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Respondent was on the 15th day of July 1766 shewn at the Office of Mr. William Cranwell Attorney

Attorney for the Petitioner by Conapah who left anote of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith, he was not acquainted with Mahomd Muraim, nor is he with Samuel Johnson, but has known Subray Modeliar 20 Years or thereabouts

2d ——— To the second Interrogatory this Deponent saith, he is not acquainted with the purport of the Writing Marked B now shewn to him — that the Hand writing of one of the subscribing Witnesses is his Grand Father by name Chinnanam the others he is not acquainted with — more this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subray Modeliar Petitioner
and Samuel Johnson Respondent

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

Govindoo Chitty of Madras Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent by Conapahs left anote of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith he knew Mahomed Muraim 25 Years has known Subrayah Modeliar 20 Years, but is not acquainted with Samuel Johnson

4th ——— To the fourth Interrogatory this Deponent saith about thirty Years ago, Mahomed Muraim now deceased Gave to him a Bond for seven hundred and fifty Pags — this Deponent a few Years since going to Saint Thome to demand payment of the said Bond — Mahomed Muraim told him, that Conerapah Father to Subrayah Modeliar the Petitioner had in Mr Sundurs time taken away some Ground of his containing five Cannoys with a house built thereon — that he Mahomed Muraim had lately complained to Mr Pigot of the injustice and that in a few days he hoped by Mr Pigots order

Order, to be repossessed of his house and Ground if he should he would pay off part of this Deponents Bond — Mr Pigot accordingly Ordered the said House and Ground afterwards, to be restored to Mahomed Muraim as Mahomed Muraim told this Deponent — when Mahomed Muraim paid to this Deponent six Pags worth of Paddy — more this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Subrayah Modeliar Petitioner
and Samuel Johnson Respondent

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

Ramah Govindoo Iyen of Saint Thome Conicoply Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent was on the 12th day of July 1766 shewn at the Office of Mr William Cranwell Attorney for the Petitioner by Conapah who left anote of the name Title & place of abode of the said Deponent & afterwards on the same day being Sworn & Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith he knew Mahomed Muraim 20 Years has known Subrayah Modeliar 10 Years but is not acquainted with Samt Johnson

2d ——— To the Second Interrogatory this Deponent saith, that the purport of the writing Marked B now shewn to him, is Registered in the Town Register book of Saint Thome that Conamah this Deponents Father, is one of the subscribing Witnesses — the others he is acquainted with ———

3d ——— To the third Interrogatory this Deponent saith, formerly it was the custom at St Thome during the Moors Government, if any Person wanted to buy land or Houses — that both the seller and Purchaser should go to the Amuldar and acquaint him the Amuldar would then send for the Chief Inhabitants and Town Conicoplys to know from them, whether the Seller had aright to sell the said land, house or houses if he had a Bill of Sale was then drawn out, and attested by the Chief Inhabitants and Town Conicoplys — more this Deponent

deposeth

Deposeth not to this or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at
Madraspatnam

Between Subryah Modeliar Petitioner
and Samuel Johnson Respondent

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

Sonnary Rooty Pillah of Saint Thomé Town Conicoply Aged 36 Years or
thereabouts being produced as a Witness in this Cause on the part of the Respondent
was on the 12th day of July 1766 shewn at the Office of Mr William Cranwell
Attorney for the Petitioner by Conapa who left and of the name Title and Place
of abode of the Deponent and afterwards on the same day being Sworn & Examined
Deposeth as followeth

1 To the first Interrogatory this Deponent saith, he was not acquainted with
Mahomed Muram, nor is he with Samuel Johnson — but has known Subryah
Modeliar 20 Years or, thereabouts

2 To the Second Interrogatory this Deponent saith, he is not acquainted with
the purport of the Writing Marked B now shewn to him — that one of the
Subscribing Witnesses is his Father, by name Veraiva Pilla — the others he is
not acquainted with

3 To the third Interrogatory this Deponent saith formerly it was the custom at
Saint Thome during the Moors Government, if any person wanted to buy
Land or Houses that both the seller and Purchaser, should go to the amuldar &
acquaint him. the Amulder would then send for the Chief Inhabitants &
Town Conicoplys to know from them, whether the Seller had a right to sell the
said land, house or houses. if he had a Bill of Sale was then drawn out,
and attested by the Chief Inhabitants and Town Conicoplys. the same
custom is also now used — More this Deponent deposeth not to this or to the

the last Interrogatory

Richard Lathom

Examiner

Mayors Court at
Madraspatnam

Between Subryah Modeliar Petitioner
and Samuel Johnson Respondent

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

Iyah Modeliar of Saint Thomé Merchant Aged 60 Years or thereabouts being
produced as a Witness in this Cause on the part of the Respondent was on the 12th day
of July 1766 shewn at the Office of Mr William Cranwell Attorney for the Petitioner
by Conapa who left and of the name Title and place of abode of the said Deponent
and afterwards on the same day being Sworn and Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith, that he knows Mahomed Muram
30 Years has known Subryah Modeliar 30 Years but that he is not acquainted
with Samuel Johnson

4th To the fourth Interrogatory this Deponent saith, that Mahomed Murams father
gave to this Deponents Father Two Cawney and a half of the Ground now in
dispute, to cultivate. this Deponents Father was to keep for himself one half of
the produce of the said two Cawney and a half of Ground, and to give the other half of
Ground to Mahomed Murams Father — which Ground this Deponents Father
so enjoyed for many Years. this deponent after his Fathers decease and the decease of
Mahomed Murams Father, had the said Ground from Mahomed Muram,
on the same conditions which he continued to enjoy more than thirty Years, till
the Government of Mr Saunders, when Comrapah Father to Subryah the
Petitioner, took by force the aforesaid two Cawney and a half of Ground
from this Deponent — more this deponent deposeth not to this or to the last
Interrogatory

Richard Lathom

Examiner

Mayors Court at
Madraspatnam

Between Subray Modeliar Petitioner
and Samuel Johnson Respondent

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

Mana Labbay of Madras Taylor Aged 36 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Respondent was on the 12th day of July 1769 shewn at the Office of Mr William Cranwell Attorney for the Petitioner by Comapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he knew Mahomed Muram 25 Years, has known Subrayah Modeliar 8 Years, and Samuel Johnson 3 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith, the Ground now in dispute formerly belonged to Hazy Malick Mahomed, and that after his death, Hazy Malicks Mahomeds wife and Son, were joint possessors of it — that in Governor Saunders time as this Deponent has been informed Comapah Dubash to Mr Saunders, and Father to Subrayah Modeliar the Petitioner, being then Pointer of Saint Thome took away the said Ground by force, from Hazy Malick Mahomeds widow and Son — Mr Pigot afterwards Succeeding to the Chare, Hazy Malick Mahomeds Widow and Son complained to him on account of the said Ground having been forcibly taken from them by Comapah — whereupon Mr Pigot ordered, that the said Ground should be restored to them again which was accordingly done — One Year after Hazy Malicks Mahomeds Widow and Son had been repossessed of the said Ground, Mr Lally coming against Madras, they both run away — after the Siege was over, Subrayah Modeliar son to Comapah, got possession of the said Ground — more this Deponent depose the not to this or to the last Interrogatory

Richard Latham Examiner

To Murah Labbay
Tormilly Mistry
Budda Mistree
Samay Labbay Witnesses

Interrogatories to be Administered to and Witnesses as shall be produced Sworn and Examined in a certain Cause that was depending in the Honble the Mayors Court at Madraspatnam wherein Samuel Johnson of Fort Saint George Merchant was Complainant and Mahomed Mumm Defendant Soubriah Modeliar is ..... Petitioner and Samuel Johnson is ..... Respondent

Interrogatory 1st ..... Did You or did You see the Writing hereto shewn You at this the time of Your Examination Marked or Signed Sealed and Delivered by the Testatrix Mahomed Bibby as and for the last Will and Testament and was or was not the said Mahomed Bibby at the making of the said last Will and Testament of sound mind memory and Understanding and are You are You not a Witness to the said Will and is Your Name thereto Subscribed of Your own proper hand writing and was or was not such Your hand writing done in the Presence of the said Mahomed Bibby and at her instance and request if You the same to the best of Your Knowledge Remembrance and belief Particularly set forth and Declare

Chas Bromley
Attorney for the Respondent

Translate of the Last Will and Testament of Mahomed Bibby — Madras 19th day of August 1761

I Mahomed Bibby the widow of Hadjee Maleck Mahomed deceased being in perfect Mind and Memory do make this my last Will and Testament in presence of my Relations, that is to say Mahomed Muram the Son of Mahomed Ugain Labbay who was from his Infancy brought up by me as an adopted Son I do therefore Appoint Him Son Heir of my Estate and I do devise and bequeath unto the said Mahomed Muram my Husband Hadjee Maleck Mahom

last Will and all my Right and Title thereto, as well as the Bill of Sale of Mahomed Cassims Share of the Garden and Ground that he sold, and an Approbation of the Chief Inhabitants at Saint Thome Conformning the Title of a Garden of 5 Cannonys of Ground & the former Bill of Sale thereof, together with all such Trees, Wells, Bricks &c thereunto belonging, Ido further devise and Bequeath unto the said Mahomed Meeran with my free Will and all whatsoever Goods or Chattels that I may die possessed of at the time of my decease, And whoever Contradicts this my Will I recommend them to the Justice of God in the next World and Cursed in this and estimated as Persons excommunicated by our Ministers By the Consent of the Testatrix Drawn by Sannas Labbay

The mark of ☓ Mahomed Bibby

(1st) Candjie Tummy Mut Hunzaurny

2 Witnesses

Mullah Mahomed Labbay
Perry Nunneynan
Murah Labbay
Hadjie Labbay
Tremelly Mestry
Meerah Labbay
Buddoo Mestry
Ismael Labbay
Shahebully Tremelly Labbay
Mahomed Saib
Cojay Hussyhea
Mur Mestry
Ismael Marcar
Godey Mestry

A true Translation from the Original Arabeian Language Interpreted by Sannas Labbay to Conecapah Sworn Interpreter

Chas Bromley
Attorney for the Respondent

Mayors Court at
Madraspatnam

Between Subriah Modeliar Petitioner
and Samuel Johnson Respondent

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

Meerah Labbay of Madras Taylor Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent was on the 25th day of Augt 1766 Sworn at the Office of Mr William Cranwell Attorney for the Petitioner by Conapa who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known Subrayah Modeliar 15 Years, but is not acquainted with Samuel Johnson

2 ..... To the Second Interrogatory this Deponent saith, he saw Mahomed Bibby put her mark to the Writing now shewn to him which she said was her last Will and Testament Mahomed Bibby was at that time of sound Mind memory and understanding this Deponent is a Witness to the said Will, and his Mark thereto Subscribed is of his own proper hand writing which was wrote in the presence of the said Mahomed Bibby, and at her instance and request — further this deponent Depposeth not

Richard Latham
Examiner

The Mark
of Murah Labbay

Mayors Court at
Madraspatnam

Between Soobriah Modeliar Petitioner
and Samuel Johnson Respondent

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

Termelly Mestry of Madras Taylor Aged 45 Years or thereabouts, being produced as a Witness in this Cause on the part of the Respondent was on the 25 day of August 1766 shewn at the Office of Mr William Cranwell Attorney for the Petitioner by

by Canapah who left anote of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith he has known Subraiah Modeliar 10 Years, and Samuel Johnson 3 Years or thereabouts

2d ——— To the Second Interrogatory this Deponent saith, he saw Mahomed Bibby three Months before she died or thereabouts put her mark to the writing now shewn to him, which she said was her last Will and Testament. Mahomed Bibby at that time was of sound mind, memory and understanding — this Deponent is a Witness to the said Will, and two Letters of his name subscribed thereto, are of his own proper hand writing they were wrote in the presence of the said Mahomed Bibby, and at her instance and request — more this Deponent deposeth not

Richard Latham
Examiner

Mayors Court at
Madraspatnam

Between Subraiah Modeliar Petitioner
and Samuel Johnson Respondent

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

Buddo Mistry of Madras Taylor Aged 50 Years or thereabouts, being produced as a Witness in this Cause on the part of the Respondent was on the 25th day of August 1766 Sworn at the Office of Mr William Cranwell Attorney for the Petitioner by Canapah who left anote of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith he has known Subraiah Modeliar 6 Years, but is not acquainted with Samuel Johnson

2d ——— To the Second Interrogatory this Deponent saith he saw Mahomed Bibby three months before she died or thereabouts put her mark to the Writing now shewn to him, which she said was her last Will and Testament Mahomed Bibby at that time was of sound Mind memory and understanding — this Deponent is a Witness to the said Will, and his mark thereto Subscribed is of his own making which was made in the presence of the said Mahomed Bibby, and at her instance and request more this Deponent deposeth not

Richard Latham
Examiner

The Mark
of Buddo Mistry

Mayors Court at
Madraspatnam

Between Soobraiah Modeliar Petitioner
and Samuel Johnson Respondent

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

Samoo Labby of Madras Mooreman Aged 65 Years or thereabouts being produced as a Witness in this Cause on the part of the Respondent was on the 25th day of augst 1766 Sworn at the Office of Mr William Cranwell Attorney for the Petitioner by Canapah who left anote of the name Title and Place of abode of the said deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith, he has known Soobraiah Modeliar 8 Years but is not acquainted with Samuel Johnson

2d ——— To the second Interrogatory this Deponent saith, that Mahomed Bibby about three months before she died being of sound mind and memory did request him to draw out her last Will and Testament, which is the Writing now shewn to this Deponent Mahomed Bibby put her mark to the same. this Deponent is also a Witness to the said Will, and his name Subscribed thereto, is of his own hand writing which was wrote in the presence of the said Testatrix Mahomed Bibby and by her desire further this Deponent deposeth not

Richard Latham
Examiner

Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 24th day of February Anno Domini 1767

The Matter in dispute between the Petitioner Subraih Modeliar and the Respondent Samuel Johnson Regarding the Premises Seized by the Shariff by Virtue of a Warrant of Execution, coming on to be determined this day in the Presence of the Attornies on both sides, on Reading the Petition, with a Translate of a Bill of Sale annexed, The Respondents Answer with Translate of a Bill of Sale and Approbation annexed, The Interrogatories and Depositions on the part of the Petitioner with the last Will of Hadjie Maloch Mahomed and translate thereof together with two Persian Bills of Sale, and translates thereof annexed, The Interrogatories and Depositions on the part of the Respondent Samuel Johnson with a Persian Bill of Sale, an approbation together with the Last Will and Testament of Mahomed Bibby and Translate of the same annexed, on hearing the Pleadings made use of by the Attornies, and on due Consideration had thereon Appearing to the Court that the Bill of Sale on which the Petitioner founds his claim, is made out in the name of Ishare Saib, and as there does not appear any assignment thereof to the Petitioners Father The Court are of Opinion that the Petitioner has no Just claim by Virtue of the said Bill of Sale, to the said Premises It is therefore Ordered that the said Petition be dismissed, and that the Petitioner do pay all Costs

Your

Read and filed
28th Oct. 1766

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Gocul Tirmady of Madras Merchant That John Debonaire of Fort Saint George Merchant as Attorney to James Tingle of Calcutta Mariner stands Indebted unto Your Orator in the full and Just Sum of two thousand and Two Hundred Pags Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for each Pagoda the Sum of Eight Hundred and Eighty Pounds as will more fully and at Large appear by an Account Curt hereunto annexed for the inspection of this Hble Court and which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint For that whereas Your Orator did on or about the First day of September in the Year of our Lord One thousand Seven hundred and Sixty Six Agree to Advance or Lend unto the said John Debonaire as attorney to the said James Tingle the Sum of Seven Thousand Bombay Rupees which said Sum was to Run at Respondentia on the Ship Royal Charlotte whereof was master the said James Tingle but now Commanded by Francis Wood from the Port of Calcutta in Bengall to the port of Madras to the Coast of Mallabar and Bombay at the Rate or Premium of Ten p Cent for the said Voyage of which said Sum of Seven thousand Bombay Rupees Your Orator did on the said First day of September One thousand Seven hundred & Sixty Six Advance the Sum of one thousand Pagodas and on about the Eleventh Day of September One thousand Seven Hundred and Sixty Six He did advance the further Sum of one thousand Pagodas & did Agree & Promise to advance the Remaining Forty Pagodas thereof to make up the said Seven Thousand Bombay Rupees in a Short time afterwards And for Securing the Payments of the said Sum of Seven thousand Bombay Rupees and the Premium which should become due thereupon at or before the Expiration of Twenty one Days after the safe Arrival of the said Ship at the Port of Bombay in case of the Loss

Loss of the said Ship such an Average as by Custom should become due on the Salvage
the said John Debonnaire as Attorney to the said James Tingle did Execute a Bond
or Obligation to Your Orator bearing date the said first day of Sept.r one thousand seven
hundred and Sixty Six in the Penalty of Fourteen Thousand Bombay Rupees
Conditioned for the payment of the said Sum of Seven Thousand Bombay Rupees
as beforementioned which said Bond or Obligation is in Your Orators Custody and
Ready to be produced to this Honorable Court when required And Your Orator
further sheweth unto this Honrable Court that the said Ship did afterwards sail
from Calcutta on her said Voyage and did Arrive at Madras on or about the
fifteenth day of October in the said Year One thousand Seven hundred and Sixty
Six where she Continued till the Thirtieth day of the said Month of October
and during such her Continuance or Stay at Madras the said John Debonnaire
Informed Your Orator that the said Ship would not proceed on her said Intended
Voyage but would proceed or return back to the said port of Calcutta Accordingly on the
said Thirtieth day of the said Month of October in the said Year One thousand Seven
hundred & Sixty Six Instead of proceeding on the said Voyage to the Mallabar Coast &
Bombay She sailed from Madras for Calcutta whereby Your Orators Risk on the said
Ship Cased and the said Premium of the said Bond or Obligation became due
to Your Orator further sheweth unto this Honorable Court that he hath frequently
and in an Amicable manner applyed to the said John Debonnaire as Attorney
to the said James Tingle and requested him to pay the said Sum of Five
thousand and two hundred Pagodas

But now so it is may it please this Honorable Court the said
John Debonnaire Obstinately and wilfully refuses to pay the same or to give Your
Orator any Manner of Satisfaction touching the Premises Your Orator therefore
prays all general Relief such as to this Honorable Court shall appear agreable
to Equity and good Conscience To the end therefore that the said John Debonnaire
may upon his Corporal Oath fully true direct and perfect Answer make to all
and Singular the Matters and things herein before setforth and alledged as
fully truly and Effectually to all Intents and purpose as if the same were
here again Repeated and particularly Interrogated and more Especially that he may
set forth and Discover whether He as Attorney to the said James Tingle is not Indebted
unto Your Orator in the abovementioned or some other and what Sum on the abovemention
or some other and what Account And whether Your Orator did not on or about the above
-mentioned or some other and what time Agree to advance or Lend unto the said John
Debonnaire as Attorney to the said James Tingle the Sum of Seven thousand Bomba
Rupees or some other and what Sum on the abovementioned or some other & what account
whether Your Orator did not advance him the two several Sums of One thousand P
and one thousand Pagodas or some other and what Sum or Sums and whether Your O
did not Agree to advance him the Remaining Sum of Forty Pag.s Thereof at some
what time afterwards and whether the said three Sums of One thousand Pag.s each
and Forty Pagodas was not the Value of Seven thousand Bombay Rup.s & whether
He did not Execute a Bond or Obligation to Your Orator of the abovementioned
some other and what date purport and Effect And whether the said Ship did not
when Sail from Calcutta on her said Intended Voyage or how otherwise and
whether She did not Arrive at Madras on or about the abovementioned or some
and what time and whether She did not Continue at Madras till the Thirtie
Day of October One thousand Seven Hundred and Sixty Six or some and
other time and whether the said John Debonnaire did not during such
Continuance at Madras Inform Your Orator that the said Ship would no
proceed on her said Intended Voyage but would proceed or Return back to the
Port of Calcutta and whether She did not on or about the Thirtieth day of Oct
One thousand Seven hundred & Sixty Six Instead of proceeding on the said Voyage
the Mallabar Coast and Bombay Sail from Madras for Calcutta or some
what place & that He may setforth why & for what Reason she did not proceed on the
Intended Voyage And whether Your Orators Risk on the said Ship did not Ce
on her Sailing for Calcutta Instead of Proceeding on her said Intended Voya
And whether the said Principal and Premium of the said Bond or Obliga
did not become due to Your Orator and if not why not And whether Your
dem

did not apply to the said John Debonaire and Request him to pay the said Sum of
Thousand and two hundred Pagodas and whether He did not refuse so to do & why
he so Refused And that He may be Decreed to pay unto Your Orator the said
Sum of two thousand and two hundred Pagodas with all such Interest as now is
or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said
John Debonaire to be Summoned and required by the Sheriff Town of Madra
patnam and the Districts thereof Personally to be and appear before this
Honble Court at certain time and place to be by this Honorable Court prefixed
and appointed then and there to stand to and abide by such Orders and
Decree therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

Dr Mr John Debonaire Acct to James Tingle in Acct Current with Govd Sewadey &c

1766				1766			
Sept.	1	To Principal as p Your Respondentia of this date on the Ship Royal Charlotte from the port of Calcutta in Bengall to the port of Madras to the Coast of Malabar and Bombay 7000 Bombay Rupees or Pagodas	2000	Sept.	1	By Cash paid Short of the 7000 Bombay Rupees or Pags 2040	40
		To Premium on ditto @ Ten p Cent for the Voyage	240			By Premium on ditto @ Ten p Cent for the Voyage	4
						By Ballance Due	2200
		Pagodas	2244			Pagodas	2244

Fort Saint George the 1st November 1766

Errors Excepted

P [illegible]

Surin Cur
20 December 1766

The Answer of John Debonaire of Fort Saint George Merchant to the Bill of Complaint of Gocul Sewady of Madrass Merchant

The said Defendant now and at all times hereafter Saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors, Uncertainties, and Untruths in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised doth material for him to make Answer thereunto He this Defendant Answers the and saith, that he as the Attorney of Captain James Tingle, is not indebted to the Complainant Gocul Sewady in the Sum of two thousand and two hundred Pagodas, but admits that he on Account of the said James Tingle stands indebted to the Complainant in the Sums of two thousand and forty Pagodas with the Interest after the Rate of Eight p Cent p Annum from the first of September in the Present Year, One thousand Seven hundred and Sixty Six to the Day that this Defendant Tendered both Principal and Interest, The said Defendant further Answers the and saith, that he on Account of the said James Tingle did take up and Borrow at Respondentia the Sum of Two thousand Pagodas of the said Complainant and that he did Execute a Bond of the day and date and upon the Terms and Conditions therein Specifyed and set forth by the Complainant in his Bill of Complaint but as a Compliance to the Conditions thereof is Expressly Contradictory to the Custom of Merchants, This Defendant does not think himself obliged to Conform thereto for this Defendant Saith at the time he Borrowed this Money of the Complainant, he had Received no Advices from the aforesaid Captain James Tingle that were Contradictory to his Instructions left with this Defendant before his the said James Tingles Departure for Bengall the said James Tingle having left Orders with this Defendant as his Attorney to take up any Money that Possibly could be got, to run at Respondentia upon the Ship Royal Charlotte from Calcutta to Madrass and Bombay

Bombay &c. this Defendant accordingly took up sundry Sums upon the Voyage an Likewise of the Complainant to run upon the said Ship for the Voyage to Bombay Some time after the taking up of the Two thousand and forty Pags by the Defendant, the said James Tingle advised this Defendant of his having allowed the Voyage of the Ship Royal Charlotte, the Reason whereof this Defendant cannot Particularly set forth this advise this Defendant saith he Received before the arrival of the Royal Charlotte at this Port. And that He made known the Contents thereof to the Complainant, three or four Days before here Arrival, and told him that he had no Risque on board the Ship And that he this Defendant was ready to pay the Principal and Interest after the rate of Eight p Cent p Annum to that Day, which the Complainant objects to he insisting upon the Principal and Primium tho this defendant saith that the Complainants Property or his Interest was never on board And this Defendant lastly saith to any other Matter or thing alledged by the Complainant in his Bill of Complaint the which is not hereto Particularly Answered that the same is unmeet and Insufficient for this Defendant to make Answer thereto unto

All which Matters and things this Defendant is ready and willing to Verify Maintain and prove in such Manner and form as this Honorable Court shall direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully Sustained

John Debonaire
Chas. Bramley
Attorney for the Defendant

Mayor's Court at Madrasspatnam

Tuesday the 3d day of March Anno Dominis 1767

L.S

Present

Anthony Sadleir Esquire Mayor
Peter Mariette & John Holland
Aldermen

Mayor's Court

Between Gocul Serwady of Madras Merchant Complainant and John Debonaire of Fort Saint George Merchant as Attorney to James Tingle of Captain Marriner Defendant

This Cause coming on to be heard and debted this day in the Presence of the Attornies on both sides, on reading the Complainants Bill with an Account Current annexed the Defendants Answer, in hearing the Pleadings made use of the Attornies and on due Consideration had thereon Appearing to the Court that the Complainant had no Risque on Board, The Court are of opinion that he is only entitled to the Principal Sum with Interest thereon to the time the Defendant tendered the same to the Complainant, which appears by the Defendants Answer to have been about Three or four Days before the Ships arrival at this Port. 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 Principal Sum with Interest thereon at 8 p Cent p Annum to the time the same was tendered, and that the Complainant shall pay all Costs of this Suit

Dep. Cur

Read and filed
23 August 1763

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orators Mamonaina and Mamira Labe of Fort Saint George Inhabitants but late of Fort Saint David That whereas Clement Powreys late Powrest to the Army but now residing at Fort Saint David stands indebted unto Your Orators in the full and just Sum of two thousand Six Hundred and ninety Eight Pags thirty fanams and Five Cash Current money of Madras which in Sterling money of Great Britain Accounting every Pagoda Eight Shillings will amount unto the Sum of one Thousand and Seventy nine Pounds Eleven Shillings and four Pence or thereabouts arising from an Agreement made in Writing bearing date the Eleventh day of October which was in the Year of our Lord One thousand Seven Hundred and Sixty Six which is ready to be produced unto this Honorable Court when Required the Particulars of the Transactions Between Your Orators and the said Clement Powreys will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honble Court and to which Your Orators most humbly refers and Pray the same may be admitted as Part of this Your Orators Bill of Complainant and Your Orators further shew unto this Honorable Court that on or about the aforesaid Eleventh day of October which was in the Year of our Lord as aforesaid at Camp that the said Clement Powreys having Obtained Permission from Lyre Coote Esqr Colonel of his Majestys Eight fourth Regiment of Foot, to work upon the wreck of a French Ship called the Harlem which was Sunk by Captain Matthewson and that the said Clement Powreys did there enter into the said Agreement with Your Orators for to work on the said Wreck of the said Harlem, and what Your Orators should recover from the said wreck were to be divided into three Parts, Two thirds of which was to be for him the said Clement Powreys, and one Third for Your Orators Yours further shew unto this Honorable Court that after Having made this Agreement with the said Clement Powreys Your Orators did Accordingly get a Company of Divers to dive and work upon the said wreck and that with much difficulty

Labour and Hazard of their lives they brought ashore all those things which are mentioned in their Account Current from the said wreck and Delivered them unto the said Clement Powreys and that Your Orators and their Divers were at work upon the said wreck from the aforesaid Eleventh day of October which was in the Year of Our Lord as aforesaid untill the month of April which was in the Year of Our Lord One thousand Seven Hundred and Sixty Five, and Your Orators further shew unto this Honorable Court that the things that they recovered from the said wreck were deposited with the said Clement Powreys and in whose Custody they remained untill they were disposed of by him and Your Orators further shew unto this Honorable Court that the Proportion with the interest included on it were sold by the said Clement Powreys from October the Twelfth which was in the Year of our Lord One thousand Seven Hundred and Sixty, untill June the Seventh which is in the Present Year of our Lord One thousand Seven hundred and Sixty three, for the full and just Sum of Three thousand One hundred and Forty One Pagodas, Twelve fanams, and thirty five Cash with the interest included as will more fully and at large appear by the Account Current thereunto annexed and which Your Orators most humbly refer this Honorable Court unto and Your Orators further shew unto this Honorable Court that they have received with the Interest included from the said Clement Powreys at Sundry times from the aforesaid Twelfth day of October which was in the Year of Our Lord One thousand Seven hundred and Sixty, untill the aforesaid Seventh day of June which is in this Present Year of Our Lord One thousand Seven Hundred and Sixty three, the Sum of four Hundred and Forty Two Pagodas, Fifteen fanams, and thirty Cash, for and on Account of the Goods Sold by the said Clement Powreys, and which they have given him Credit Powreys, and which they have given him Credit for in their Account Current hereunto annexed and which they refer this Honorable Court unto, and Your Orators further shew unto this Honorable Court that the said Clement Powreys doth now stand indebted to Your Orators on the Ballance of the said Accounts in the aforesaid Sum of Two thousand Six Hundred and Ninety Eight Pagodas Thirty three fanams, and Five Cash and Your Orators further shew unto this Honble Court that they have frequently and in an Amicable Manner Requested Payment from the said Clement Powreys of the said Sum of two thousand Six

Hundred

Hundred and Ninety Eight Pagodas, Thirty three fanams and Few Cash.

But now so it is may it Please this Honorable Court the said Clement Peverys Obstinately and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orators therefore Pray agaeneral relief such as to this Honorable Court shall appear agreeable to equity and good conscience To the end therefore that the said Clement Peverys may upon his Corporal Oath a true and Perfect Answer make to all and Singular the matters and things herein before alledged and setforth as fully truly and effectually to all intents and purposes as if the same were here again repeated and Interrogated and he Decreed to pay unto Your Orators the aforesaid Sum of two Thousand Six Hundred and Ninety eight Pagodas Thirty three fanams, and Few Cash with all interest due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Clement Peverys to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear at a certain time and Place to be by this Honorable Court prefixed and appointed then and there to Answer this Your Orators their Bill of Complaint, and further to stand to and abide such order and Decree therein as to this Honorable Court shall Seem Meet

William Cranmull

Attorney for the Complainants

Dr. Clement Povarjo in Account Current With Mamina and Mamina Lebe Cr.

1760 October	12	To Sundrys Part of what was taken out of the Road of Pootynat to this day 2/3 d. of which belongs to the said Clement Povarjo and 1/3 d. to the said Mamuna and Mamina Lebe as p.r Agreement Viz.t									
			Candys	M.ds							
		To Tin	14	6	@ 23 Pags.s	328	37	6½			
		To Sundry Sorts of Copper Work		18	@ 43 Ditto	43	2	72			
		To Ditto of Iron Work		3	@ 7 ditto	21					
		To 2 Mouldy Pumps of Copper					33	31			
						426	33	50			
		Deduct 2/3 d. for his Share				284	22	6⅔	142	11	72
December	11	To Tin	7	5	@ 23 Ditto	166	31	40			
		To Sundry sorts of Iron Work	1			7					
						173	31	40			
		Deduct 2/3 d.				115	20				
									57	38	40
1761 January	18	To Tin	2	5	@ 23 Ditto	51	30				
		Deduct 2/3 d.				34	21				
									17	10	40
	24	To 1 Europe Cable				12					
		Deduct 2/3 d.				8					
1762 May	1	To 1 Cast Lead of Sundry sorts of Iron Work	1						4		
		To 27 Large Nails					3				
		To 1 Bag of small Iron Work					1				
		To 2 Anchors	6								
			7	4	@ 12 Ditto	86	14	32			
		To Tin 39 Plates		4	@ 38 Ditto	152					
		To 8 Shuts of Lead	1	10	@ 12 Ditto	18					
		To 1 Copper Alembick									
		To 1 Small Copper Pump		3	@ 63 Ditto	10	7	16			
		To 1 Shut of Ditto									
		To 6 Europe Cables	18		@ 6 Ditto	108					
		To 40 Pieces of Teak Timber			@ 5 Ditto	200					
		To 50 Ditto of Thick Planks			@ 1/2 Ditto	75					
		To 56 Ditto of Timber			@ 1/2 Ditto	28					
		Carried Over				677	21	48			
		Carried Over				222	28	72			

1760 October	12	By Cash							142	11	72
December	11	By Ditto							57	38	40
1761 January	18	By Ditto							17	10	40
	24	By Ditto							4	"	"
June	2	By Ditto							85	"	"
July	1	By ditto in Sabdarally Pagodas						19	"	"	
		Batty Deducted						1	6	20	
									17	29	60
1762 February	16	By Cash							72	"	"
April	25	By Ditto							20	"	"
1763 June	27	By Interest on Following Sums at 8 p.r Cent Per Annum									
		One Pagodas	fanm	Cash	Ys.s	M.s	d.s				
		142	11	72							
		57	38	40							
		17	10	40							
		85	"	"	2	6		13	25	52	
		17	29	60	1	11	7	2	27	31	
		72	"	"	1	3	28	7	23	25	
		20	"	"	1	1	13	1	28	28	
									25	32	58
		Carried Over							442	15	30

D 3

Clement Povarayo in Account Current With

Mamuna and Mamira Labe

C 3

Brought Over	22	24	72
Brought Over	677	21	48
To 3 Anvils	3	"	"
To 1 Ditto	5	"	"
Iron Ordnance			
To 8 Pounders 5 Feet 15 Ins @	75	0	0
12 Ditto 18 ditto 22 do	396	"	" @ 3 Pags Pr 225 " "
18 ditto 23 ditto 26 do	768	"	" @ 2/4 do 391 " "
24 ditto 33 do 67 do	1551	"	" @ 2/4 do 1863 " "
8 Pounders Iron Shot 280	20	"	" @ 2/4 Do 3489 27 "
12 Pounders do 725	77	2	20 @ 3 do 60 " "
18 Ditto 1025	164	3	" @ 2/4 do 174 27 72
24 Ditto 600	128	2	8 @ 2/4 Do 370 23 25
			@ 2/4 Do 289 10 20
Deduct 1/3 do	804	2	2
	5366	1	30
1763 June 12 To Interest @ 8 ℔ Cent ℔ Annum	2683	"	55
	236	22	68
Pagodas	3148	12	25

On	Pags	Fans	Cds	Yds	Mts	Qrs
	142	11	72	"	"	"
	37	38	40	"	"	"
	7	10	40	"	"	"
	4	"	"	"	"	"
	2685	55	"	1	1	9

Fort St George June the 9th 1763

Errors Excepted

Per

Brought Over	442	15	30
By Ballance	2698	33	5
Pagodas	3141	12	25

Read and Filed
19th March 1765

The Answer of Clement Peronge of Fort Saint Davids Inhabitant Defendant to the Bill of Complaint of Mamuna and Mamoia Libe of Fort Saint George Inhabitants Complainants

This Defendant now and at all times hereafter Saving and Reserving to himself all Advantage and Benefit of Exception to the Uncertainties and insufficiences in the said Complainants Bill of Complaint for Answer thereunto or unto so much thereof as this Defendant is advised doth material for him to make Answer unto he this Defendant Answereth and saith, Trew it is that such Agreimant of the Eleventh day of October in the Year of our Lord One thousand seven hundred and sixty was made and entered into by the Complainants and this Defendant and that such Permission from Lyne Cooke Esquire Colonel of Brigade to work upon the Ship Harlem Sunk by Captain Mathesin, was attained and which bears date the Eleventh day of October in the Year last mentioned, and ready to be produced to this Honorable Court when Required And this Defendant further saith that upon Calender of the Shot and Guns to Richard Fairfield Esquire that the Divers might fish up the said Richard Fairfield by Letter of the twenty third day of November one thousand seven hundred and Sixty acquainted this Defendant that the Honorable East India Company were in no want of the Shot and Shells taken out of the Harlem Prize, at the same time intimating that the Captain of the Falmouth might lay claim to every thing that was in the Harlem of which he the said Richard Fairfield thought the Captain of the Falmouth would do, on this he this Defendant desisted from putting his intended Work into Execution nothing being done by this Defendant or others for him on the same And this Defendant further saith that he Applied to Captain Mathesin then of his Majestys Ship. Falmouth Concerning the said Prize who insisted on the wreck as his Property but offered the same to this Defendant for the Sum of Eight hundred Pagodas which this Defendant accepted of and for which Sum the said Captain Mathesin by the Name of John Mathesin gave a receipt bearing date the Fourteenth day of Feby

One thousand seven hundred and Sixty one by which said Receipt there appeared no only the Purchased money given but an order to recover demand receive Sell and dispose of the said wreck for his, this Defendants own Use, All the Merchandize Tackle Furniture and every other Effects that was in or belonging to the said Prize, save Except what was and is Mentioned in the said Receipt ready to be Produced to this Honble Court

And this Defendant further saith that on the Permission of Colonel Cooke he this Defendant had a right as he then thought to every thing belonging to the Wreck of the Harlem Prize Gratis and therefore made such Agreement with the Divers the Complainants as is mentioned in their Bill of Complaint against this Defendant which said Agreement was drawn up by Vasputranaick the ensign Clerk of Fort Saint Davids on the part of the Complainants and by this Defendant Submitted to but on the said Captain Mathesons Pretensions and the Sum of Eight hundred Pagodas given for the Sale of the wreck and a further Sum of two hundred Pagodas as appeared for his Purchase this Defendant was induced to make another Agreement with the said Divers the Complainants as they the Complainants did not care to accept of the several things fished up is Mentioned in the Agreement aforesaid, and therefore an Agreement was made and entred into soon after, wherein for every Cannon of Eighteen Pounder four Pagodas should be allowed the Divers for Cannon or Guns under that Size two Pagodas each and for every Shot Little and Big one with another one Fanam each and as to the rest of the Articles fished up some of which are mentioned in the Account Current annext to the Complainants Bill they the Complainants Bill they the Complainants were paid their Proportion in money agreable to their Contract and the Sales of such Materials as did this defendant further saith that he cannot by any Means admit of the Account Current annext to the Complainants Bill being just for many of the Articles their mentioned floated on the water and were by this Defendants Servants brought on shore and some were found laying on the Sea Beach and therefore the Divers the Complainants might by no Means to lay Claim to those things neither can he this Defendant allow of their Several Charges and their Pretentions to the exact amount of what the Goods sold as the Complainants have set down in their Acct Current for this Defendant saith that besides the money already paid to Captain Mathesons Account of the Prize, he this Defendant was at the Charge of all the Cables

Coolies Catta marans and all and every other Expence. And this Defendant further saith to the Agreement made between him and the Complainants, which they offer to produce he this Defendant did demand the same on making the second Agreement when they in Excuse by their Interpreter Vengeputranaick desired this Defendant to let them keep the said first Mentioned Agreement to shew the Merchants whose Vessells were Wrecked on the Coast, what Sums and Conditions they had made for such their Services, this Defendant at first refused that at least Complied on Vengeputranaicks offering to indemnifye this Defendant from any Differences that might arise thereon which said indemnification bears date the Fifteenth day of July one thousand seven hundred and sixty two wherein the said first mentioned agreement is expressly Mentioned and wherein it is made appear that the Complainants were intirely Satisfyed with the the Payments that this Defendant made them pursuant to their last Mentioned Agreement which said indemnification is Signed by the said Vengeputranaick on Account of the Divers and was the Principal person by them Employed in the Transaction between them the Complainants. And this Defendant further saith that he admits of the several Sums of one hundred and forty two Pagodas Eleven fanams and twenty two Cash, Fifty Seven Pagodas, thirty Eight fanams & forty Cash, seventeen Pagodas, ten fanams and forty Cash, four Pagodas admits of the one Candy of sundry sort of Iron Work, twenty seven large Nails and one Bag of Small Iron Work but to the two Anchors Weighing 6 Candy this Defendant objects to such Charge as the Complainants Share now lies in the place where it was first put such Anchors being by themselves the Complainants cut into several Pieces & the Charge made of the above Articles after the rate twelve Pagodas for every Candy, this Defendant cannot conceive the Complainants have any right to such Charge as they in the Preceading Articles only Charge Seven Pagodas p Candy on the Iron Work, To the thirty nine Plates of Tin the Number is right but the same sold only for twenty four Pagodas the Complainants before allow twenty three Pags. p Candy to the Eight Sheets of Lead this Defendant saith there was no more than seven piece of Lead Weighing three Maund and twenty one Pounds and sold for one Pagoda thirty Eight fanams and twenty Cash after the rate of ten Pagodas p Candy. To the three several Subsequent Articles and which is charged ten Pagodas seven fanams and sixteen Cash the same Weighed only two Maund fifteen Pounds and three quarters at Forty Eight Pagodas p Candy Sold for Six Pagodas Eight fanams and Sixty Cash To the Six Europe Cables Weighing Eighteen Candy and Charged one hundred and Eight Pagodas the same was no more than several Small Pieces of Cables and is now picked into Oakum and remains unsold for which Six Pieces of Old Cables the Complainants received seven Battles of Arrack as such pieces of Cable were looked upon as good for nothing To the three next Articles of Timber which the Complainants have charged in so extraordinary Manner that of ten Mascara Joists belonging to the Ship and which did not exceed thirteen in Number and the greatest length of either of them were only ten or Eleven feet in Length, and such Joists were not got up by the Complainants from the Ship for they floated on the Water and were taken up by this Defendants Servants and Labourers, To the Anvils charged this Defendant saith, that such Anvils were bought in Saint Thome and therefore not belonging to the Harlem Prize, To the Iron Ordenance this Defendant objects to such Charge for this Defendant saith that by Agreement made with the Complainants he this Defendant was only to pay four Pagodas for every Eighteen Pounds and under that Size two Pagodas and to the Shot this Defendant saith he was to pay one fanam such little and big one with another but how the Complainant came to Charge in so Extraordinary Manner this Defendant is Surprized for the Cannon were offered to Mr Bourel for sale, but on inspection were found to be Useless whereupon this Defendant made Apresent of the same to the Nabob, who as this Defendant, has been informed hath not could he make any use of such Guns, and as to the Shot which the Complainants have likewise charged this Defendant saith that no more than one fanam was Given at Camp for Shot of any Size which the Complainants have Experienced by Sending them to Camp which just paid the Cart hire for Transportation and no more And this Defendant lastly saith that the account hereto annext is a true and just Account of all and every the Payments made and Articles Received together with all and every the necessarys extended in and about the Harlem Prize — All which Matters and things this Defdt is ready to verify Maintain and prove in such Manner and form as this Hôble Court shall direct and humbly prays to be hence Dismissed with his reasonable

reasonable Costs and Charges in this behalf most Wrongfully Sustained.

Element Povey

14th March 1765

Sworn before me this Day

Charles Bromley
Attorney for the Defendant

George Baker
Mayor

A Daily Account of Guns, Shot &c. Taken out of the Ship Harlem Prize and Expences on the same Viz.t

				Cwt.	qr.	lb.	£	s.	d.
1760									
Octr.	17	14	Cooleys	1	2				
	18	1	Do		2				
	19	52	Do		9	6			
	20	59	Do		7	8			
	21	54	Do		7	10			
	22	45	Do		8	2	10		
	23	32	Do		3	6			
	23	32	Do		2	4	Do		
	25	47	Do		8	0			
	26	47	Do		8	10			
	27	39	Do		4	4			
	28	36	Do		3	9			
	29	42	Do		5	7		16	38 10
Novemb.r	1	59	Do		9	8			
	2	56	Do		9	1			
	3	43	Do		6	9	10		
	4	62	Do		10	2			
	5	63	Do		10	1	10		
	6	62	Do		9	8	10		
	7	51	Do		8	1			
	8	57	Do		12	4	10		
	9	62	Do		13	6			
	10	45	Do		9	6			
	11	39	Do		8	6			
	12	32	Do		10	1			
	13	15	Do		2	5			
	14	13	Do		1	3			
	15	12	Do		1	2			
	16	10	Do		1	5			
	17	10	Do		1	4			
Carried Over									

				Cwt.	qr.	lb.	£	s.	d.
Brought Over									
Novr.	18	12	Cooleys		5				
	19	7	Do		3				
	20	16	Do		2	7	10		
	21	8	Do		1	2			
	22	8	Do		1				
	23	2	Do			8			
	24	6	Do		1	2			
	25	55	Do		16	6			
	26	47	Do		16	4	10		
	27	19	Do		3	8			
	28	4	Do			6			
	29	22	Do		3	8			
	30	2	Do			4			
Decr.	3	13	Do		2	2	10		
	4	3	Do			4			
	5	12	Do		1	4			
	6	65	Do		10	2	10		
	7	67	Do		10	8			
	8	65	Do		10	1	10		
	9	9	Do		1	6			
	10	21	Do		3	3	10		
	13	10	Do		1	4	10		
	14	9	Do		1	4			
	15	25	Do		4	2			
	16	10	Do		1	5			
	17	10	Do		1	5			
	20	1	Do			2			
	21	4	Do			8		15	21
1761									
Janry	2	35	Do		5				
	3	44	Do		6	4			
	4	42	Do		6	3			
	5	2	Do			3			

Brought Over									
1761									
January	6	24	Cooleys				4	7	
	9	13	Do				1	6	
	10	8	Do				2	4	
	11	8	Do				2	4	
	12	9	Do				2	4	
	13	8	Do				2	4	
	14	8	Do				2	4	
	15	14	Do				2	4	
	17	67	Do				2	4	
	18	68	Do				1	4	5
	19	83	Do				1	4	6
	20	8	Do					2	4
	21	65	Do				1	4	
	26	98	Do				1	7	
	27	88	Do				1	6	10
	28	83	Do				1	5	10
	29	8	Do				1	6	10
	30	8	Do				1	4	
Febry	6	8	Do				1	4	37 2
	9	8	Do				1	4	
	10	9	Do				1	7	
	11	8	Do				1	4	
	12	92	Do				1	8	
	13	1	Do					3	
	21	98	Do				1	7	
	22	95	Do				1	9	
	23	86	Do				1	4	10
	24	2	Do					3	
	25	9	Do				1	8	20 27 10
March	11	89	Do				1	3	10
	14	79	Do				1	6	8 20 10
April	5	4	Do					6	
	6	8	Do				1	4	
	7	8	Do				1	4	
	8	6	Do				1	1	
	10	6	Do				1	2	
	13	66	Do				1	5	
	14	80	Do				1	11	
	27	97	Do				1	6	13 7
May	5	16	Do				1	4	
	6	37	Do				1	3	
	7	26	Do				1	2	
	8	24	Do				1	2	
	9	2	Do					1	6
Carried Over									

Brought Over									
1761									
May	10	5	Cooleys				1	5	
	11	5	Do				1	5	
			Oil of Damnum					1	6
	12	12	Cooleys				2	9	
	13	9	Do				1	2	
	14	64	Do				11	7	
	24	31	Do				4	7	
			Grass for the Horse					1	
	30	88	Cooleys				19	6	13 38 10
June	2	72	Do				16	5	
	3	69	Do				12	5	10
	6	65	Do				9	7	
	20	56	Do				10	7	
	22	3	Do					8	10
	23	4	Do					10	
	24	62	Do				16	8	
	25	16	Do				1	6	16 5
Septr.	28	4	Do					8	
	29	6	Do				1	5	23
Octr.	1	8	Do				1	8	
	5	25	Do				18	2	
	6	84	Do				8	7	
	8	79	Do				16	8	
	20	25	Do				1	8	13 19
Decr.	21	2	Do					10	
	23	5	Do					18	
	24	4	Do					16	
	25	5	Do					18	
	26	4	Do					16	
	29	14	Do				2	2	
	30	58	Do				3	2	5 22
1762									
Janry	21	4	Cooleys					16	
	28	4	Do					16	
	29	36	Do				9	4	
	30	78	Do				17	1	40
Febry	1	8	Do					16	9 10
	2	85	Do				9	6	
	4	78	Do				17	1	
	17	5	Do					18	
	18	4	Do					16	
	19	67	Do				7	2	40
	20	68	Do				7	5	
	24	2	Do					8	
	26	63	Do				7	1	
	27	52	Do				5	9	

1762 Brought Over

March	2	5	Cooleys	" 18 "	
		4	4 Do	" 16 "	
		5	4 Do	" 12 "	
		6	2 Do	" 4 "	
		7	38 Do	" 124 "	
		8	4 Do	" 8 "	
		9	4 Do	" 10 "	
		10	2 Do	" 4 "	
		11	45 Do	" 112 "	
		14	2 Do	" 4 "	
		17	4 Do	" 8 "	
		20	6 Do	" 20 "	
		21	3 Do	" 5 "	
		22	2 Do	" 6 "	
		23	72 Do	" 168 "	
		24	4 Do	" 8 "	
		25	4 Do	" 12 "	
		26	4 Do	" 16 "	
		29	2 Do	" 4 "	
May		2	6 Do	" 10 "	
		3	2 Do	" 4 "	
		4	2 Do	" 4 "	
		5	37 Do	" 181 "	
		14	6 Do	" 12 "	
		15	7 Do	" 13 "	
		16	22 Do	" 30 40	
		19	7 Do	" 15 "	
		21	45 Do	" 69 "	
		22	34 Do	" 51 "	
		25	4 Do	" 12 "	7 10 40
June		3	4 Cooleys		" 6 "
			Pagodas		255 28
			Cutting 2 Anchs. into Pieces		" 10 "
			Seamans Wages		" 95 34
			Paid to the Divers Yesterd.		207 6 40
			Returned to the Captain		36 30 "
			Total Pags. 605 19 40		

An Account of the Divers and the several Sums of Money they Received each day on Account of the Guns and Shot Belonging to the Ship Harlem Viz.

				Pags for Cas	Pags for Cas	Pags for Cas	Pags for 1762
1760						Brought Over	
Octr	20	Paid to the Divers		" 32 "		1761 April 5 Paid to the Cooleys	" 2 "
	25	Do		32 "		7 Do to the Divers	" 34 "
	30	Do		" 3 "		4 26 " 11 Do	" 12 "
November	2	Do		" 12 "		13 Do	" 12 "
	6	Do		" 4 "		14 Do	" 24 "
	8	Do		" 3 "		20 Do	1 2 "
	9	Do		" 30 60		21 Do	10 " "
	10	Do		" 4 "		30 Do	10 " " 22 41 "
	11	Do		" 10 60		May 4 Paid to the Divers	1 16 "
	13	Do		" 12 "		12 Do	" 12 "
	19	Do		" 12 "		13 Do	2 1 " 3 23 "
	20	Do		" 1 "		June 6 Paid to the Divers	" 30 "
	23	Do		" 25 "		21 Do	" 2 " " 32 "
	26	Do		" 2 "		Sept 29 Paid to the Divers	1 " "
	27	Do		" 2 "		Octr 1 Do	3 28 "
	28	Do		" 3 "		20 Do	7 14
	29	Do		" 2 "		23 Do	6 " "
	30	Do		20 " "		30 Do	2 " " 19 " "
Decr	29	Paid for a Carton Divers Account			26 35 40	21 Do	10 12 "
					3 22 40	24 Do	" 12 "
1761						26 Do	" 6 "
January	15	Paid to the Divers		1 18 "		29 Do	" 12 " 11 " " "
	17	Do		" 40 "		1762 January 20 Paid to the Divers	" 18 "
	18	Do		" 24 "		21 Do	3 " "
	20	Do		" 32 "		22 Do	" 10 "
	21	Do		" 36 "		23 Do	" 12 "
	27	Do		1 8 "		27 Do	" 24 "
	29	Do		1 6 "		30 Do	3 22
	30	Do		" 22 40		July 4 Paid to the Divers	" 40 "
		Velaiden paid to the Divers		4 " "		8 Do	3 30
	12					10 Do	10 "
February	9	Paid to the Divers		2 6 "		16 Do	11 18 "
	10	Do		" 5 "		26 Do	" 12 "
	21	Do		" 36 "		Augt 2 Paid to the Divers	1 8
	22	Do		" 26 40		13 Do	" 4 "
	23	Do		1 14 " 40		15 Do	12 7 " "
	24	Do		8 " "	13 " 4 "		
March	1	Paid to the Divers		" 6 "			
	23	Do		" 2 "			
	25	Do		17 " " "			
		Carried Over				Carried Over	

			£	s.	d.
1762					
March	25	Paid to the Divers	4	16	
	27	Do		16	
	30	Do	1	26	
				15	35
April	11	Do Balce paid to the divers			8 28 10
May	2	Paid to the Divers		39	
	10	Do		39	
	16	Do		36	
	22	Do		18	
				3	6 10
June	1	Do Paid to the divers in Paddy		20	

An Account of Money advanced to the Concieply by Capt. Clement Peverge on Account of the divers &c

			£	s.	d.	£	s.	d.
1760								
Oct.	11	Cash		280				
	19	Do		56				
	20	Do		33				
	24	in Grain		33	7 40			
		in Rice		10	6			
	25	in Camboo		18	1 40			
		in Chulam		16	7 40			
		in Cash	3		32			
				35	6	44	8	60
Nov.	3	in Rice		3				
	7	Do		4	6			
		Ready Money		5	60			
	17	in Rice		23				
	30	ready Money	20					
						41	32	40
Dec.	1	in Rice	60		34 40			
		Paid for Carts on the Divers Account	3		22 40			
						64	15	
1761								
Jany.	14	ready Money		400				
	19	Do		383				
	30	Do	4		400			
						36	34	
Feby.	6	Cash		600				
	16	Do		9				
	24	Do		8				
						45	6	
March	1	in Ready Money		30				
	25	Do		17				
						25	12	60
April	5	in Ready Money		50				
	18	Do		15				
	21	Do		10				
	30	Do		10				
						48	25	10
		Carried Over						

Brought Over

			£	s.	d.
1761					
May	3	Cash	15		
	17	Do	2	1	
	28	Do	15		
				32	1
June	4	Cash		20	
July	4	for 5 Pieces of Cloth		10	
Sept.	20	Cash		44	38
Dec.	16	Do		53	
1762					
Jany.	11	Cash		2	
Feby.	16	Cash		32	
March	30	Cash	23		
		Do	23		
		Do	10		
				56	
April	30	Cash		1	33
May	9	Do		19	2
June	1	In Paddy		20	
July	4	Cash		2	
		Pagodas	600	18	21
		Ballance paid to the Concieply	5	1	20
		Pagodas	605	19	40

An Account of Tin, Iron and Copper &c taken out of the Ships Harlem Prize and Divided in 3 parts one which was taken by the Divers in money and the other two Parts Captain Clement Peverge took

1760

8	19	59 large Nails
		12 Pieces Tin
20	43	Ditto
21	23	Ditto
		2 Grapplings
		8 Large Nails
		2 Carlings
		2 Shot
		2 Pieces Copper
22	3	Guns
		14 Pieces of Copper
		4 Pieces of Tin
24	79	Shot
		4 Pieces of Tin
		1 Piece of Copper
25	2	Guns
		2 Pieces of Copper
		1 Pump
26	3	Guns
		3 Grapplings
		3 Pieces of Copper
		3 Pieces of Tin
Nov.	1	2 Guns
	2	3 Ditto
		1 Piece of Copper
	3	Guns 2
		1 Pump
		4 large Nails
		9 Pieces of Copper
	4	2 Guns
		4 Pieces of Copper
		37 Pieces of Tin
		18 large Nails
	5	1 Guns
		6 Pieces of Tin
		5 large Nails
	6	2 Guns
		11 Pieces of Copper
		14 large Nails

Nov.	6	17 Pieces of Tin
		7 9 Ditto
		2 Guns
		1 Piece of Copper
		29 Shot
		5 large Nails
	8	4 Guns
		3 Pieces of Copper
		11 Pieces of Tin
		4 Guns
		14 Pieces of Tin
		1 Piece of Copper
		6 large Nails
	11	11 Pieces of Copper
		5 Pieces of Tin
		2 Pieces of Cable
	16	123 Shot
		1 Grappling
		2 large Nails
Dec.	6	1 Gun
		1 Piece of Tin
	7	2 Guns
		9 Pieces of Tin Lead
		4 large Nails
		2 Guns
Dec.	12	Pieces of Tin Lead
		3 Pieces of Copper
		34 Shot
		33 large Nails
	13	1 Piece of Tin Lead
		2 large Nails
		26 Shot
	14	17 Pieces of Tin Lead
		1 Piece of Flat Copper
		1 large Nails
	15	18 Pieces of Tin Lead
		13 large Nails
	17	32 Pieces of Tin Lead

Dec.	17	173 Shot
		13 Pieces of Mascarin Irons
		18 7 Pieces of Tin Lead
		63 Shot
1761		1 large Nails
Jany.	10	42 Pieces of Tin Lead
		3 large Nails
		2 pieces of flat Lead
		104 Shot
		11 116 Do
		2 Pieces of flat Copper
		12 214 Shot
		13 163 Do
		1 Piece of Tin
		1456 Shot
		15 23 Do
		17 2 Guns
		3 Pieces of Lead
		18 3 Guns
		19 3 Do
		20 31 Shot
		2 Guns
		21 1 Piece of Tin
		26 3 Guns
		1 Piece of Flat Lead
		27 3 Pieces of Tin
		28 4 Guns
		1 Piece of Tin
		29 6 Do
		2 large Nails
		164 Shot
Feby.	6	132 Do
		9 116 Do
		10 126 Do
		11 112 Do
		1 Piece of flat Lead
		12 1 Gun
		21 1 Anchor
		1 Gun
		22 1 Do

1761
February 23 1 Gun
March 11 1 D°
14 2 D°
1 Anchor
April 5 27 Shot
6 102 D°
7 70 D°
8 11 D°
32 large Nails
102 Pieces of Tin Lead
21 large Nails
10 Shot
13 2 Guns
1 Piece of Tin
14 1 Guns
5 large Nails
22 1 Guns
May 3 1 Gun
1 Piece of Cable
June 3 2 Pieces of Cable
1 D°
6 1 Piece of Cable
20 1 D°
24 1 Gun
Sept^r 28 24 Shot
29 20 D°
October 2 31 Shot
6 1 Gun
7 1 D°
8 1 D°
28 31 Shot
Dec^r 23 19 Shot
24 15 D°
26 17 D°
29 16 D°
1762
Janry 21 6 Shot
28 15 do
29 1 Gun
30 1 do
Febry 1 14 Shot
2 1 Gun
4 D°
17 22 Shot

1762
Febry 19 1 Gun
20 1 D°
24 4 Shot
26 1 Gun
27 1 do
3 Pieces of Tin Lead
March 2 29 Shot
4 37 do
5 27 do
6 8 Pieces of Tin Lead
37 Shot
7 1 Gun
8 2 Pieces of Tin Lead
2 Shot
9 29 D°
1 Piece of Tin Lead
10 21 Shot
11 1 Gun
16 13 Shot
17 20 Shot
20 32 do
21 26 do
22 3 do
23 1 Gun
24 22 Shot
25 4 large Nails
20 Shot
26 15 do
27 13 do
May 2 3 Shot
16 Great Nails
3 1 Piece of Tin Lead
27 Shot
7 large Nails
4 11 Shot
6 Pieces of Tin Lead
3 large Nails
1 Small Brass Pump
13 1 Piece of Cable
14 4 Pieces of Tin Lead
15 11 Shot
16 12 Dito.

1762
May 19 26 Shot

Total of the things taken out by the Divers from the Ship Harlem Viz^t
358 Pieces of Tin Lead
77 Pieces of flat Copper
274 Pieces of Large Nails and Grappe
2 Pumps
7 Pieces of Flat Lead
2 Broken Anchors
11 Pieces of Cable
13 Pieces of Mascarein
Joists 79 Guns 19 Great and 60 Small
2688 Shot

Division of the Parts Viz^t

							Pag^s fan^m Cal^s
1760 November	29	188 Pieces of Tin Lead Weight	lb. 13	oz. 12	@ 24 Pag^s ℔ Candy	321 — —	
		70 Pieces of Flat Copper We	1	11	@ 48 Pagodas ℔ Ba^r	74 16 60	
		2 Pumps Sold				34 — —	
		127 large Nails and Grappling We	C 5	H 3	@ 7 Pagodas ℔ Candy	36 31 40	
						471 23 —	
		Deduct for 27 Carts paid 24 fan^m Cal^s				15 18 —	
		Paid the Divers their 1/3^d part			Pagodas	— — —	152 1 53
December	27	98 Pieces of Tin Lead Weight	C 6	Q 3	@ 24 Pagodas ℔ Candy	378 9 —	
		54 large Nails We	C 1	Q 2	@ 7 Pagodas ℔ Candy	7 26 —	
						378 35 —	
		Paid the Divers their 1/3 part				— — —	59 25 40
		Two Pieces of Table Sold				12 — —	
		Paid the Divers their 1/3^d part				— — —	4 — —
1761 January	21	34 Pieces of Tin Lead Weig^t	Cwt 2	Q 7	@ 24 Pagodas ℔ Candy	56 15 —	
		The Divers Received their 1/3^d part				— — —	8 33 —
		13 Pieces of Mascarine Joists for his 1/3 part					
		Received 6 Bottles of Arrack					
February	22	25 Pieces of Tin Lead Weight	lb. 17		@ 24 Pag^s ℔ Candy	32 16 60	
		6 Pieces of Flat Copper Weig^t	C 1	Q 18	@ 48 Pag^s ℔ Candy	4 8 60	
						36 25 40	
		Paid the Divers 1/3^d part			Pag^s fan^m Cal^s	12 8	
		Captain Clement Powneys advanced them				— — —	19 — —
June	24	93 large Nail Weight	C 12	Q 12	@ 7 Pagodas ℔ Candy	4 15 60	
		7 Pieces of Flat Lead	lb. 3	oz. 21	@ 10 Pagodas ℔ Candy	1 38 20	
						6 12 —	
		The 6 Pagodas 12 fan^m paid for 11 Carts for the Transport^g the Stores to the Siege					
1762 May	19	13 Pieces of Tin Lead Wt.	lb. 14		@ 24 Pagodas ℔ Candy	17 23 60	
		1 Small Brass Pump Wt.	Q 21		@ 48 Pagodas ℔ Candy	2 — —	
						19 23 60	
		Paid the Divers their 1/3^d Part				— — —	6 22 —
						Total Pags	249 40 13

14th March 1763
Sworn before me this day
George Baker Mayor

Clem^t Powneys

Read and filed
8 January 1764

The Replication of Mamoniama and Mamira Libe of Fort St George Inhabitants but late of Fort Saint Davids Complainants, to the Answer of Clement Povney late Peruvist to the Army but now Residing at Fort St Davids Defendants

These Replyants now and at all times hereafter saving and Reserving to themselves all and all manner of benefit and advantages of Exception to the many Errors untruths imperfections and insufficiencies in the Defendants said Answer Contained for Replication thereunto say that all and Singular the matters and things in these Replyants Bill are true as the same are therein alledged and setforth and that the Answer to the said Bill is in many Respects very untrue imperfect and insufficient in the law to be Replyed unto & these Replyants further say how carefully the Defendant hath avoided in his answer to the Bill of Complaint to mention the Sum the Defendant is owed for and further to unto this Honble Court how just and indisputable these Replyants Demand is they beg leave to relate the following true Narrative After the Ship Haerlem was sunk by the Falmouth Captain John Mathison Admiral Stevens sent for these Replyants and entered into an agreement with them at Cuddalore on or about the third day of September which was in the Year of Our Lord One thousand Seven hundred and Sixty the Tenor of which was that these Replyants should be entitled to fish on the said Wreck and should be allowed on Third of the Salvage that should be recovered by them as will more fully appear by a Certificate given by the said Admiral Stevens ready to be produced to this Honble Court when Required soon after the Defendant obtained a grant from Colonel Lyre Coote to cause Persons to work on the said wreck when these Replyants informed the Defendant with the aforementioned agreement that passed between the said Admiral Stevens and them to which the Defendant answered that the said Agreement was of little or no consequence for that the said Admiral Stevens would not Remain on the Coast to Accomplish the said agreement upon which these Replyants on or about the Eleventh day of October in the aforesaid Year entered into an agreement with the Defendant to the same Purport and intent as the agreement made with the said Admiral Stevens as recited in these Replyants Bill of Complaint and Fished on the said Wreck then the said Captain John Mathison Arrived in Pondichery Road and understanding they had recovered from the Wreck about Forty Guns beside Iron and leaden Stores then He the said Captain John Mathison insisted on these Replyants to give Him a List of all that they had received whereupon the Defendant Artfully Persuaded these Replyants not to give such a List, and upon their refusal the said Captain John Mathison put these Replyants under an Arrest but Soon after He released them and agreed with these Replyants on or about the Twelfth day of February which was in the Year of our Lord One thousand Seven Hundred and Sixty one they should be allowed one third part of the wreck that they might recover as will more fully appear by the said agreement ready to be produced to this Honorable Court when required these Replyants further say that after the Defendant had agreed with the said Captain John Mathison to invest him with his proportion of what might be received from the said Wreck then they had Permission to continue to fish again upon the said Wreck and afterwards several Sum of money were paid them by the Defendant on Account of Iron and Lead stores fished up Guns excepted when these Replyants had recovered all they could from the said Wreck the Defendant Raised a dispute with them appropriating an allowance from these Replyants in Consideration of what He the Defendant had paid to Captain John Mathison for the Purchase of his proportion but these Replyants could in no measure consent to such an unreasonable demand alledging that they had no concern with His Contract with the said Captain John Mathison for that these Replyants should have received from the said Captain John Mathison one third of what they might recover from the said Wreck as a Salvage and that no other Condition could have induced them to Fish on the said Wreck then one third for their Trouble, as it is always customary and will appear by the above recited agreements, when produced, These Replyants deny to have refused to Receive their proportion in things that were fished up and further these Replyants absolutely deny that they ever entered into such agreement as the Defendant hath setforth in his Answer as to the Receipt of the Fifteenth day of July which was in the Year of our Lord One thousand Seven

Seven Hundred and Sixty Two these Replyants cannot admit it in any wise concerns them for that Veerapatra Naick neither was attorney for these Replyants or ever was impowered to act for them these Replyants further say they cannot admit they ever received any money on Account of the Receipt that the Defendant hath setforth in his Answer In regard to the several Articles stated in these Replyants Account Current annexed to their Bill of Complaint they doubt not but in due time to prove the same is just and true; these Replyants further say they are not only intitled to the advantage of the sale but to their proportion of the Produce Besides the same were sold by the Consent of these Replyants and these Replyants further advance the charges of Coolys and Catamarans can in no ways concern them as it is usual for the Employer to be at those expences, As to what the Defendant asserts concerning His demand of the agreement now in the Hands of these Replyants dated the Eleventh day of October was in the Year of Our Lord One thousand Seven Hundred and Sixty, these Replyants aver the said Assertion to be entirely false and as for the Indemnification mentioned in the Answer of the Defendant to be written under the said contrived Receipt these Replyants further say it was an Artful Scheme calculated in order to deprive these Replyants from their right, with Submission to this Honorable Court can it be reasonably supposed that a Person so well versed as the Defendant is for wariness and Subtilty in all his proceedings would after He had executed a Second Agreement which as the Defendant has setforth must have Nulled the Prior agreement leave the first in the Hands of these Replyants

All which matters and things these Replyants are ready to aver maintain and Prove as this Honorable Court shall direct and humbly Prays as in and by their said Bill they have already Prayed

Will.m Cranwell
Attorney for the Replyants

Read and Filed
28.th January 1766

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The Rejoinder of Clement Pouryo to the Replication of Mannaina and Mamira Lebe

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication for Rejoinder thereunto saith that the Defendants said Answer is certain true and sufficient in the Law to be Replied unto 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 as therein is Alledged and Expressed and the Defendant also saith that the said Replication of the Repliants is uncertain and insufficient in the law to be rejoined unto by the said Defendant for diverse defects and imperfections therein Contained

All which matters and things the said Defendant is ready to verifye Maintain and prove in such manner and Form as this Honble Court shall direct and humbly prays as in and by his said Answer he hath already prayed

Chas Bromley
Attorney for the Defendant

Interrogatories to be administered to such Witnesses, as shall be produced Sworn and Examined, on the part, and behalf, of the Complainants in certain cause wherein, Mannaina, and Mamira Lebe, are Complainants, and Clement Pouryo, is Defendant

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

To all the Witnesses Cauder Mauraman Apoven Mauram Labby ..... 2d ..... Do You know or do You not know, of any ordnance, and other things, being fished up by the Complainants belonging to the Wreck, of the ship Haslem? If Yea, what ordnance, what number of each and what metal, and what other things, and where were they taken up, fully and Particularly setforth

3

To all the Witnesses 3d Do You know, or can You say, any other matter, or thing, material for the Complainants in this Cause, if so set forth the same as You know, have been informed or do Believe, with the reasons of such Your Knowledge, or Belief

Willm Cranwell
Attorney for the Complainants

Mayor's Court at
Madraspatnam

Between Maimnaina and Mamira Lebe
Complainants and Clement Powrie Defendant

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

Cauder Meerah of Trimlavash Merchant Aged 35 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainants was on the 10th day of November 1766 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Comapah who left a note of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as Followeth

1st To the first Interrogatory this Deponent saith, he has known the Complainants 15 Years and the Defendant 6 Years or thereabouts

2d To the Second Interrogatory this Deponent saith, he knows that the Complainants fished up, twenty Nine iron large and small cannon, 2630 iron shot of different sizes 27 iron bars from 1/2 a Yard to one Yard in length and from 2/2 to three inches in thickness some pieces broken iron in weight about 1/2 or 3/4 of a candy, 7 sheets of lead of about two cavids square, 39 blocks of tin, two broken anchors each about fifteen hundred weight, six pieces of cable three of them about 60 cavids in length one of 5 cavids and two of 40 cavids or thereabouts, a copper pump of about 3 cavids in length, the bottom part of a smiths anvil weighing about 1/4 of a candy of iron, 2 pieces of kintledge each about 1/2 a candy in weight, 50 teak planks 2/2 inches thick and 20 feet long, 40 teak timbers of 6 or 7 inches thick and 20 feet in length, 50 Pieces of wood of which the stained furniture is made each about 5 cavids long and 5 or 6 inches thick the whole were taken from the wreck of the Ship Harlem, wrecked at Putupatoo a little to the Northward of Pondicherry

More

More this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Mayor's Court at
Madraspatnam

Between Maimnaina and Mamira Lebe
Complainants and Clement Powrie Defendant

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

Assam Meeran Labby of Madrass Lascar Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11 day of November 1766 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Comapah who left a note of the name Title and Place of abode of the said deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, he has known the Complainants and the Defendant 6 or 7 Years or thereabouts

2d To the second Interrogatory this Deponent saith at the time our army besieged Pondichery he was servant to one Mr Black who was with the army, by whose direction this Deponent went and fetched the Complainants from Cuddalore to his Master Mr Black the Next day took the Complainants with him to Colonel Coote who gave the Complainants orders to dive and see what they could get up from the wreck of the Ship Harlem — This Deponent the the following day accompanied the Complainants to Putupatoo where the wreck was, and continued with them about one Month in which time, the Complainants had fished up from the wreck of the Harlem, twenty iron guns of different bores and about one thousand shot — Mr Black then ordered this Deponent to come away from the Complainants as he had delivered over the charge of the wreck to Clement Powrys the Defendant Snabout one month afterwards, this Deponent returned to Putupootoo to the Complainants about some business of his own at which time, this Deponent saw on the beach great and small cannon together sixty nine, more than two thousand shot of different Size some planks and timbers, some lead tin, and some wood of which the stained furniture is made — what quantity of either of these last articles this Deponent cannot

cannot say — more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom
Examiner

The Mark of
Ajam ☓ Muram Labby

Promise to Give to Mammaina and Mamira Lebe for every thing that they should take is to be Divided in three Parties to gave them one Part and to take The two Party Witness my hand at Camp in Ft. of October 1760

The Goods that they should take if in case they Steal from that some thing they are Lost their Part and to be Punished

Clemt. Doverzo

These are to Certify that the Undermentioned persons are sent by Admiral Stevens to work on the wreck of the Harlem to the N. Ward of Pondicherry And such Stores as they get Are for the Use of the Squadron Therefore it's the Admirals Direction that no Person Molest them in the Execution of that Duty

Nenamariia
Mammira Leba
Mamoodo Casten

With such People as they think Necessary to Employ on the said Wreck

Norfolk —
ff Cuddalore
2 Sept. 1760

R.d Hempenfelt

PS The are Entitled to one third of what they can Recover

These are to certify whom it May concern that Mammaina and Mamira Lebe and their Company have my leave to fish upon the Harlem Wrack, And I do hereby Promise to Allow them one third part of the Value of all such things as they shall recover and bring on shore from the said Wrack, provided they give a faith full Account of their Proceedings to me, or in my absence to Chas. Tod Esqr. Given under my Hand at Pondicherry this 12th. February 1761

John Mathison Captain
of his Majes.s Ship Falmouth
at the time the Harlem was taken

To Mammaina, Mamira Lebe and their Compy. hereby forbidding all Persons to fish upon the Harlem, without Authority from me or in my absence/ Charles Tod Esqr.

John Mathison

Mayor's Court at Madraspatnam

Tuesday the 10th day of March Anno Domini 1767

Present

Anthony Sadlier Esquire. Mayor
Thomas Powney — Francis Fourdan &
John Holland — Aldermen

L.S

Mayor's Court

Between Mamanina and Mamira Lebe of Fort Saint George Inhabitants but late of Fort Saint David Complainants and Clement Peverzo late Provost to the Army but now residing at Fort Saint David defendant

This Cause coming on to be heard and debted this day in the presence

presence of the Attornies on both sides on Reading the Complainants Bill with an Account Current annexed, the Defendants Answer with three Accounts annexed, The Replication, the Rejoinder, the Interrogatorys and Depositions on the part of the Complainants Three Exhibits on the part of the Complainants, On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon, Appearing to the Court that the Defendant has not produced any Agreement to invalidate that of the 11th October 1760 entered into by him with the Complainants The Court are therefore of Opinion that the same is Valid: And the Defendant having Allowed of Sundry of the Articles Charged by the Complainants in their Account Current and the Complainants having produced Sufficient Proof of those not Admitted by him This Court doth therefore think fit to Order and Decree and doth Accordingly Order and decree that the Defendant shall pay unto the Complainants the full and just Sum of Two thousand six Hundred and Ninety eight Pagodas thirty three fanams and five Cash/ Pagodas 2698. 33. 5/ the Ballance of their Account Current together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Decree

Filed 6th January
Read 12 Do } 1767

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Christopher Theophilus Chaigneau Captain in the Honble the United East India Companys Service on the Coast of Choromandel That William Hayward of Madras Inhabitant stands Indebted unto Your Orator in the full and just Sum of One Hundred and Twenty Seven Pags Current Money of Madras making in Sterling money of Great Britain Accounting every Pagodas Eight Shillings the Sum of Fifty Pounds and Six Shillings as will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honble Court & which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint. And Your Orator further sheweth unto this Honble Court that He hath frequently and in a friendly manner requested Payment from the said William Hayward of the said Sum of One hundred and Twenty Seven Pagodas

But now so it is may it please this Honorable Court the said William Hayward Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of satisfaction touching the Premises Your Orator therefore prays all moral Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said William Hayward may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before setforth and alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Seven Pags with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said William Hayward to be Summoned and Vouchered by the Sheriff of Fort Saint George Town of Madraspatnam and Districts thereof Personally to be and appear before this Honorable Court at a certain time and place to by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Fort St George 6th January 1767

John Sykes
Attorney for the Complainant

Shewn to me between the days of Adjournment and Captain Chaigneau having Sworn to the justness of this Debt and that he believes the Defendant about Departing from the Jurisdiction of this Court Let a Summons issue returnable Immediately and a Warrant of Arrest

Jno Sadleir Mayor

Read and filed
17th February 1767

The Answer of William Haymand of Fort Saint George Inhabitant Defendant to the Bill of Complaint of Christopher Theophilus Chaigneau Captain in the Honorable Company's Service 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 Untruthes in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto he this Defendant answereth and saith that he is not indebted to the Complainant in the sum of One Hundred and Twenty Seven Pagodas sued for as setforth in the Complainants Bill of Complaint but acknowledges to be indebted into the Complainant in the Sum of Ninety Seven Pagodas and Twenty four fanams as will more fully appear by an Account Current hereunto annexed for the Inspection of this Honorable Court this Defendant further saith who humbly prays the Attention of this Honorable Court to the following Narrative that on or about the First day of December in the Year of our Lord One Thousand Seven hundred and Sixty five this Defendant waited on the Complainant at St Thomas Mount in order to pray him his monthly Subsistance for the month of December which amounted to the sum of Forty Pagodas thirty two fanams and forty Cash but as this Defendant did not then know the real Number of fanams paid him the Complainant only the Sum of forty Pagodas and before the Complainant had done counting the said Sum of Forty Pagodas this Defendant acquainted him that his company were greatly indebted to this Defendant and begged of the Complainant to supply him with some money at the same time this Defendant presented him with a List of the Debts due from the said Complainants Company to this Defendant This Defendant further saith that upon this the Complainant returned the aforesaid Sum of Forty Pagodas telling him that he would be in Town next Tuesday and would then let him have more money he wanted. this Defendant further saith he never received any more money from the Complainant till on or about the Second Day of February following and the other Sums

Conformable

Conformable to the Account Current hereunto annexed and that he never denyed giving the Complainant Satisfaction on Account of this just Debt of Ninety Seven Pagodas but only objected to the many Errors in the Complainants Account Current, and that the Account Current of the Complainants annexed to his Bill of Complaint is a very unsatisfactory one having no Dates Specyfied to any of the Sums which by Permission of this Honorable Court prays may be referred to

All which matters and things this Defendant is ready and willing to verify maintain and prove in such manner and form as this Honorable Court shall Direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

16th February 1767

Sworn to before me

Anth: Sadleir
Mayor

Will.m Haywards

Php Reeffer
Attorney for the Defendant

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Dr Lagd.t Christ.r Kophilus Caiquan in Account Current with William Haywards &c.

Folio	Date		Pags.	Fs.	C.
Lgd. 10	1	By Cash You rebated Do. at the several Living rates of Your Months Subsistance with Dyd. Ahsen	40		
		By ditto for the enquiring part of the months Subsistance in my hands	23	40	
Lgd. 2		By Ditto You advanced to pay the Company 4 p.c. to the months of January	8	10	
		By ditto ... Ditto to Clear the Company of the 1st of February	35	20	72
	23	By Ditto You paid to 13 Men of Your Company appointed to return Shanquir You	63	32	
		By the Hospital Account which You paid to Dyd. Ahsen Esqr. for the months of January	46	11	16
		Lagda.	137	24	

Errors Excepted
William Haywards

16th day of February 1767

Lgd. 10	1	By Cash You rebated Do. at the several Living rates of Your Months Subsistance with Dyd. Ahsen	40		
		By ditto for the enquiring part of the months Subsistance in my hands	23	40	
Lgd. 2		By Ditto You advanced to pay the Company 4 p.c. to the months of January	8	10	
		By ditto ... Ditto to Clear the Company of the 1st of February	35	20	72
	23	By Ditto You paid to 13 Men of Your Company appointed to return Shanquir You	63	32	
		By the Hospital Account which You paid to Dyd. Ahsen Esqr. for the months of January	46	11	16
		Lagda.	137	24	

Lgd. 10 By Cash You remitted Sam.l Sabr. Solomons on Account being Deductions made by Mr. Lindsey for Your Company for Sundries Supplied by me

To Ballance Due to You

Mayors Court at
Madraspatnam

Tuesday the 17th day of March
Anno Domini 1767

Present

Anthony Sadlier Esquire Mayor
Reynold. Adams Arthur Cuthbert
Charles Smith & John Hollond
Aldermen

Between Christopher Throgmiles
Chaigneau Captain in the Honble the
United East India Companys Service
on the Coast of Coromandel Complainant
and William Hayward of Madras
Inhabitant Defendant

This Cause coming on to be heard and Debated this day in the presence of the Attornies on both sides, on reading the Complainants Bill with an Account Current annexed, The Defendants Answer with an Account Current annexed, on hearing the Pleadings made use of by the Attornies and on due Consideration had thereon The Defendant having Acknowledged himself indebted to the Complainant in the Sum of Ninety Seven Pags and Twenty four fanams 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 said Sum of Ninety Seven Pagodas and twenty four fanams / Pagodas 97. 24. / And as it does not appear that the Defendant ever refused Payment of the same to the Complainant The Court doth further Order and Decree that the Complainant shall not be allowed Interest thereon And the Complainant having made oath to the Justness of his Demand sued for in the Bill of Complainant in Consequence of which the Defendant was arrested and thrown into Prision And as the Complainant has not produced any proof in support of his said Demand It is further Ordered that the Complainant be taxed with double Costs to be paid to the Defendant

Read and Filed
2d December 1766

To the Honorable the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator William Harrison of Fort Saint George Inhabitant that whereas Nandeallum Vencatashallum and Dasanah both of Madras Inhabitants did on or about the Eleventh day of February in this present Year of our Lord one thousand seven hundred & Sixty Six borrowed receive from Your Orator the full and just Sum of Two hundred and Sixty two Pagodas and fourteen fanams Current money of Madras for which Sum the said Nundeallum Vencatashallum and Dasanah did give an Interest bond for the same Payable two Months after the date of the said bond together with the Interest at the rate of Eight ₹ Cent ₹ Annum which said Bond is ready to be produced before this Honble Court if required & which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint which said Sum of Two hundred and Sixty two Pagodas and fourteen fanams after the rate of Eight Shillings for every Pagoda will amount to the Sum of One hundred and four Pounds Eighteen Shillings and Eleven pence or thereabouts lawful money of Great Britain Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested payment from the said Nandellum Vencatashillum and Dasanah of the said Sum of Two hundred and Sixty two Pagodas and fourteen fanams But now so it is may it please this Honorable Court that the said Nandeallum Vencatashallum and Dasanah obstinately and wilfully refuse 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 & good Conscience To the End therefore that the said Nandeallum Vencatashallum and Dasanah may upon their Corporal oath

To the above and perfect answer make to all and Singular the matters and things therein before alledged and setforth as fully, truly perfectly and effectually to all and intents and purposes as if the same were here again repeated and interrogated and be decreed to pay unto Your Orator the aforesaid Sum of Two hundred and sixty two Pagodas and fourteen fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Nandeallum Vencatachillum and Dasanah to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honorable Court presided and appointed then and there to abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Pat Roffey
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 24th day of March Anno Domini 1767

Present

Anthony Sadlier Esquire Mayor
Thomas Powney — Arthur Cuthbert
Charles Smith & Edward Stracey
Aldermen

Mayors Court

Between William Harrison of Madras Inhabitant Complainant and Nundealla Vencatachillum and Dasanah also of the same place Merchants Defendant

Appearing by the Records of this Court that the Defendants have been served with the usual Rules to Answer the Complainants Bill but wilfully and obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Two Hundred and Sixty two Pagodas and fourteen fanams / Pagodas 262 14/ together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Your

Read and filed 10th February 1767

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Edward Rylance of Fort Saint George Carpenter in the Honorable Companys Service that Whereas Clement Powrys also of the same Place Inhabitant stands indebted unto Your Orator in the full and just Sum of Two hundred and fifty Seven Pagodas-twenty four fanams and ten Cash Current Money of Madras arising upon an Account Current which Account Current is hereunto annexed for the inspection of this Honorable Court which said Sum of two hundred and fifty Seven Pagoda twenty four Fanams and ten Cash after the rate of Eight Shillings for every Pagodas will amount to the Sum of One hundred and three Pounds One Shillings and a farthing or thereabouts lawfull money of Great Britain Your Orator further Sheweth unto this Honorable Court that he hath frequently and in an Amicable manner requested payment from the said Clement Powrys of the said Sum of Two hundred and fifty Seven Pagodas twenty four Fanams and ten Cash

But now so it is may it Please this Honorable Court that the said Clement Powrys obstinately and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays all general Relief such as to this Honorable Court shall

appear

agreable to Equity and good Conscience. To the end therefore that the said Clement Pouryo may upon his Corporal Oath true and perfect answer make to all and Singular the matters and things herein before alledged and Setforth as fully truly Perfectly and Effectually to all intents and purposes as if the same were here again repeated and interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Fifty Seven Pagodas Twenty four fanams and Ten Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit &c.

May it please this Honorable Court to Cause the said Clement Pouryo to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honorable Court prefixed and appointed them and there to Stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Philip Reeffer
Attorney for the Complainant

Dr Clement Pouryo in Account Current with Edward Ryland Esqr Cr

1766						Pgs	Fs	Cs
November 5	To Sundry Carpenters and Materials Spaining four Paddy Boats Nos 1 to 4							
	Carpenters Expenditure		4			28	12	--
	Do		99	@	12 Co			
	Cooley		268	@	3½	22	18	--
	Smiths		5			1	17	10
	Rammamen		5			1	17	10
	Pillow boys		5				12	--
	Paddy Rack						6	--
	Chunam				3 Bags wt 96 Ds		24	--
	Coloys		100		@ 2½		2½	--
	Caulkers	No 4			@ 2 Pdms		22	--
	Caulkers Mate	No 1	15		@ 2 Pdms		22	--
	Battello for Ditto				@ 3 Pdms		23	24
	Spikemaile		377		@ 2 Cps		24	24
	Mate Ditto		73		@ 2 10 Cps		4	20 20
	Do		32		@ 3	Do	2	27 --
	Ld Do		104		@ 3	Do	2	12 60
	Iron Hoops		3				18	--
	Nails		64				2	--
	Bar Iron		61				2	20
					Carried Over			

By Ballance Due ..... Pgs Fs Cs 257 24 10

Mayors Court at
Madraspatnam

Tuesday the 31st day of March
Anno Domini 1767 &c

Present

Anthony Sadlier Esquire Mayor
Peter Marsitte — John Debonaire &
Charles Smith — Aldermen

Mayors Court

Between Edward Rylance of Fort Saint George Carpenter in the Honorable Companys Service Complainant and Clement Powneys also of the same place Inhabitant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of two hundred and fifty Seven Pagodas twenty four fanams and ten Cash / Pagodas 257.24.10/ together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Four

Read and Filed
17th March 1767 &c

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honora- ble Court Your Orator William Kent late of Fort St George Surgeon Sundries and Attorney John Sykes one of the Attornies of this Court

17th March 1767

Dr

To Balance Due ..... Pagodas 257.24.10

Brought Over

24	Mounds	24	Dammer
16	Measures of Pagodas	16	Gingerly Oil
3	Maund	3.25.20	Cabaree
2	Pitts	3.2.—	Cocoanut Oil
1		2.2.—	Salt Petre
		2.—	Fish Maws
		24.—	Fine Wool
		4.—	Sandalwood pots
		1.—	Canvas Bag and Matting
		2.24.—	Coolystore

236	2	10
21	22	30
257	24	10

Pagodas

Errors Excepted
Fort St George the 17th March 1767
Edward Rylance

Jane of Madraſs Inhabitant ſtands Indebted unto Your Orator in the full and
juſt Sum of four hundred and forty Nine Pagodas Thirty one fanams & five
Cash Current Money of Madraſs making in Sterling Money of Great Britain
accounting every Pagodas Eight Shillings the Sum of One hundred & Seventy nine
Pounds and Eighteen Shillings Arising upon a Mortgage Bond or Obligation and
Account Current thereunto annexed bearing date the Fifteenth day of September
in the Year of Our Lord One thouſand Seven hundred and Sixty Six a Copy
whereof is hereunto annexed for the inſpection of this Hon^ble Court and the Original
of the ſaid Mortgage Obligation & Account Current is in Your Orator's Cuſtody and
Ready to be produced to this Hon^ble Court when Required And Your Orator further ſhewth
unto this Hon^ble Court that He hath frequently and in a friendly Manner Requeſted
Payment from the ſaid Edward Jane of the ſaid Sum of Four hundred & forty nine
Pagodas Thirty One fanams and five Cash

But now ſo it is may it pleaſe this Honorable Court the ſaid
Edward Jane Obſtinately & Willfully 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 Hon^ble Court ſhall appear agreeable to Equity & good
Conſcience To the End therefore that the ſaid Edward Jane may upon his Corporal
Oath full true direct and Perfect Anſwer make to all & ſingular the Matters
and things herein before ſet forth and Alledged as fully truly & Effectually to all
Intents 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 four hundred and forty Nine Pagodas Thirty one fanams five Cash with all
ſuch Intereſt as now is or ſhall hereafter become due thereon alſo all Coſts of this
Suit

May it pleaſe this Hon^ble Court to Cauſe the ſaid
Edward Jane to be Summoned & Required by the Sheriff of Fort Saint George
Town of Madraspatnam and the Diſtricts thereof perſonally to be & appear before
this Hon^ble Court at a certain time & place to be by this Hon^ble Court preſcribed &
appointed then & there to ſtand to & abide by ſuch Order & Decree therein as to this
Hon^ble Court ſhall ſeem Mete

John Hyſted
Attorney for the Complainant

Know all Men by theſe preſents That I Edward Jane of Madraſs
Inhabitant for and in Conſideration of the Sum of four Hundred and forty Nine
Pagodas Thirty one fanams and five Cash now juſtly due and Owing by me to William
Hunt alſo of Madras Inhabitant being the Ballance of a Bond or Obligation bearing
date the Eighteenth day of April in the Year of our Lord One thouſand Seven
hundred and Sixty five made by me to the ſaid William Hunt in the Penalty
of One Thouſand Pagodas Conditioned for the payment of five hundred Pag^s with
Intereſt for the ſame at the rate of Eight P Cent P Annum in Six months from the
date thereof and the Coſts of a Suit Commenced by the ſaid William Hunt againſt me on
Account of my Neglecting to Diſcharge the money due upon the ſaid Bond according
to the time Limited for the Payment thereof as will more fully and at large appear
by an Account Current hereunto annexed And for better Securing the payment of the
ſame to the ſaid William Hunt Have Bargained Sold Aſſigned Tranſferred and
ſet over and by theſe preſents Do Bargain Sell aſſign Tranſfer and ſet over unto the
ſaid William Hunt All that Houſe and Ground Containing in Length from North
to South Sixty feet and in Breadth from Eaſt to Weſt Thirty three feet Situated at
Peddanaick Petta in Kimmumboo Chitty Street between the Houſes of Putchiapah &
Innaeapah which was Sold to me by Lutchcomaca and by Bill of Sale bearing
date the Twenty Ninth day of November One thouſand Seven hundred and Sixty three
Conveyed to me my Heirs and Aſſigns for ever And alſo a Mortgage Bond or Obligation
bearing date the Fourth day of January in the Year of our Lord One thouſand Seven
hundred and Sixty four given to me by Numchava of a Houſe and Ground
Situated in Pedda Naicks Petta in Empoon Street between the Houſe of Mootu
Vunago Chitty and the Corner Meaſuring in Length from Eaſt to weſt Sixty
Feet and in Breadth from North to South Forty Feet in the Penalty of one
hundred and forty two Pagodas Current money of Madraſs with Condition for the
payment of Seventy one Pagodas with ſuch Intereſt as might become due thereon
within Six Months from the Date thereof And alſo all that Sum of One hundred
and Ninety Seven Pagodas by Mallycoinda may late Concieply due to me for ſo
much money by him received for me and on my Account from Sundries

An

And also all that Sum of Forty Seven Pagodas Justly due and owing to me from Sygapah my late Servant for money by him also received from sundries on my Account and for my Use And Also All that Sum of fifty four Pagodas due to me from Vitty vail Comrapah on the Ballance of Accounts for Calves And also all those my House hold Goods and Furniture following, that is to say, Two Executors one Writing Desk Two Close stool Chairs, Two Arm Chairs, Six Chairs Four Tables Two Cots Three Chests Three Trunks Two Couches one Liquor Case, and all my Cook Room Furniture Together with all the Monies now due or which shall or may become due on the said Mortgage Bond or the said several Debts or Sums of money Hallow Right Title Interest Claim and Demand of in or to the said Premises so Conveyed to me My Heirs and Assigns for ever as aforesaid and every part thereof Sales of in or to the said Mortgage Bond and the said several Debts or Sums of money and the said House hold Furniture and the monies due or which may become due thereon Respectively To hold to the said William Kent his Heirs Executors Administrators and Assigns from hence forth to his and their own proper Use and behoof forever under the Proviso and Condition herein after mentioned And I do hereby give and grant unto the said William Kent his Executors Administrators and Assigns full power and Authority in my Name and in the Name of My Executors and Administrators, but to the only proper Use and behoof of the said William Kent his Executors and Administrators to Ask Demand Sue for recover and Receive the monies due or to become due on the said Bond and the said Debts or Sums of money Respectively And upon Receipt of the same or any part thereof to deliver up and Cancel the said Bond And also to Sell and Dispose of the said Goods or House hold Furniture and the money Arising by the Sale thereof to Receive and to give Acquittances or other Sufficient Discharges for all the said several and Respective Sums of money And One or more Attorney or Attornies under Him to Constitute and at pleasure to Revoke and whatsoever the said William Kent or his Attorney or Attornies shall lawfully do or Cause to be done in or about the Premises I do hereby allow Ratify and Confirm And I do hereby Covenant Promise and Agree to and with the said William Kent that the the said several and Respective Sums of Money herein beforementioned to be due and Owing on the said Bond and on the other Accounts abovementioned are justly due and owing to me from the several and Respective persons before mentioned and that I have not received nor will receive the same or any part thereof or Release or Discharge the same Provided always that if I the said Edward Jane my Heirs Executors or Administrators shall well and truly pay or cause to be paid unto the said William Kent his Heirs Executors Administrators or Assigns the said Sum of four Hundred and forty Nine Pagodas Thirty One fanams and Five Cash so due to Him as aforesaid together with all the Interest to become due thereon within Six Months from the date hereof then this present Mortgage and Assignment to be Void otherwise to Remain in full force In Witness whereof I have hereunto Set my Hand and Seal this fifteenth Day of September In the Year of Our Lord One thousand Seven hundred & Sixty Six

Signed Sealed and Delivered in Presence of Us.
Jno Sykes
Geraldo Gonsalves
Ninapah

Edward Jane (L.S.)

A true Copy of the Original
Jno Sykes
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 7th day of April
Anno Domini 1767

Present

Anthony Sadleir Esquire Mayor

Peter Mariette ——— Thomas Pomroy

Reynold Adams ——— Arthur Cuthbert

Francis Fourdan ——— & John Holland

Aldermen

Between William Kent late of Fort Saint George Inhabitant by his Attorney John Sykes one of the Attornies of this Hon^ble Court Complainant and Edward Jane also of Madras Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Compilainant the full and just Sum of Four hundred and forty Nine Pagodas thirty One fanams and five Cash Pagodas 445. 31. 5. together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Mayors Court

Mr Edward Jane in Account Current Cr

Mr William Kent

| | | |

Read and filed
13th January 1768

To the Honble the Mayor & Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Michael Salomons of London Merchant by his Attorney Samuel
Moses Junior of Madras Merchant That John Debonaire late of London Diamond
Cutter and Jeweller But now of Madras Merchant that Your Orator upon the
said John Debonaire departure for the East Indies purchased a Quantity of
Goods and Merchandize and Consigned them there by the said John Debonaire it
being then intended And Agreed that the said John Debonaire should Act there
as Agent or Factor to Your Orators Father in Buying for and Consigning to
him or his Order diamonds and other Merchandize And Your Orator further
Sheweth that Your Orators Father recommended the said John Debonaire to
Your Orator to be employed in like Manner as Your Orators Factor and Your
Orator thereupon purchased goods in England and Consigned them to the said
John Debonaire And Your Ordered the said John Debonaire to send and remitt
the produce of such goods unto Your Orator in Rough Diamonds and other the
produce of the Country and Your Orator at Divers other times afterwards made
large Consignments and Remittances to the said John Debonaire in Goods and
Respondentia Bonds and particularly those setforth and mentioned in the several
Letters which passed between them as hereinafter mentioned and otherwise to
agreat amount but the said John Debonaire not making Your Orator the returns he ought
or so soon as He ought to have done but did Your Orator Charges instead of sending
Your Orators remittances in the Next Ship or Vessell that Sailed from thence
according to Your Orators directions He made use of the Remittances so made
To him by Your Orator for his own private benefit and Advantage and
He having sent Your Orator Diamonds of so bad a Quality that Your
Orator was obliged to sell them at great Loss and charged Your Orator at
Your Orator asserts Considerably more for them than other Person who at the
same time had Remittances from their Factors there of Diamonds were
charged

charged for, though the Diamonds so remitted to them were of amuch Superior
Quality than those sent Your Orator by the said John Debonaire although it was
agreed that the said John Debonaire should Charge no more for such Diamonds
so sent Your Orator than the prime Cost thereof He the said John Debonaire
having five p Cent for his Commission from Your Orator for the purchasing such
Diamonds on his Account and two p Cent from the Seller of such Diamonds Yet
He the said John Debonaire as Your Orator verily believes hath Charged Your
Orator for such Diamonds remitted to Your Orator Considerably more than
what he really paid for the same And the said John Debonaire having
a Large Sum of money in his Hands on Account of Your Orator Your Orator
on or about the 7th September 1761 wrote and sent a Letter to the said John
Debonaire of which the following is an Extract

London 7th September 1761

Sir

I received Your Letter of the 1st February last 1761 p the London
Advice Boat inclosing Account for my Bond on peter Pigou Pagodas 1402.25
for which You Credit me, but where are my Returns You say are in hopes to
send me p the Onslow, but I saw You could draw with Captain Bacher and gave
him my Diamonds and if You have likewise sent more therefore in short Sir
You are incapable to serve me May if when You do send me Diamonds they
are but Rubish as You did p the Shafts buy which I can prove by Mr
Abram De paiba Sworn Broker That the person whom I sold them to for
11 3 p Pagoda offered me 1. 6d p Pagodas to be off and in Your Invoice You
called them fine Goods which You ought to be ashamed of Suppose You
have given My money for my Bond on Pigou to a Shroff which we
call a Banker here who gives 8 p Cent dayly Interest with Respect to be
plaied to my Account as I pay You 5 p Cent Commission and two p Cent You
receive of the Seller of Diamonds I look upon You as a Servant will paid and
I every good Master and consiquently Respect that such Servants should follow
my Orders which is Your self therefore on sight of this all such money as You
have of mine in Cash and You have not Invested the same in Diamonds and
even if invested and should not prove an Equivalent to the price to say to the

Judgm!

Judgmt of Messrs Peter Marsitte and Andrew Rose they will insist on my real Money for my following Consignments

For 1 Bond on Capt.n Pigeau for ..... 1402.25. Royal Duke £575
1 D.o John Wells ..... 1565.7.6 London 600
1 D.o Sterling ..... 1339.4.35 Neptune 870
2 do Geo Kent ..... 4186.34.34 Hawke 1605
1 D.o Jos Hall and Robert Debenam ..... Pagodas 20347. 163
Surgeon Ynerson of the Hawke } 1421.26.18.345 for } 353.22.11
Captain Kent ..... } the Box Diam.ds }
21451.3.22

1 D.o Jackson ..... 4507.29.59. Pitt ..... 5728.
1 D.o Brooke pd 2843.7.7 Haldane 1000.
A Bond Scott of 2130.13.32 Genl Lawrence 1200

Of which I have by this Ship given my Orders to the said peter Marsitte and Andrew Rose to draw all my Effects of Your Hands and their Receipt is Your full Discharge but in Case You shall have Invested my Effects in Diamonds at an Honest price to Say not Rubbish as of the Shafts bury by the Consent and Judgment of the above Gentlemen then Youll send the same by the first Ship M.r W.m or Advice Boat and otherwise insist of having my Account Credited for such Interest of 8 p.r Cent p.r day p.r by the Straffs for all such moneys as You shall have rec.d till You have Invested the same in Diamonds and sent to me if by fair Means will and good if not I must have Recourse to Law for Ill have no Body make a property of my Money I have a Family of my own which I must supply

And Your Orator Charges that the several Sums mentioned in the said Letter were Realy Received by the said John Debonaire on Your Orators Account and that He did not duely make Your Orator remittances for the produce thereof in the Manner he ought to have done and as he was Directed and Your Orator further Sheweth that he afterwards Received the following Letter from the said John Debonaire wherein He advised Your Orator of sending Him Diamonds and other Merchandize and things therein Mentioned and expressed himself to the following effect Viz.t

M.r

M.r Michael Salamons

Madras 8.th July 1761

D.r Sir

By Your esteemed favour of 1.st January 1761 You give me Orders to draw on You in favour of George Kent at 11 p.r Pagodas and to send You diamonds Viz.a for the same if which said Kent is to ruin the Resques In Consequence of which I have delivered to said Geo Kent one Bulse of Diamonds M.S D. N.o 1 as p.r Invoice inclosed Amount to ..... Pagodas 5000.
One Bulse of Coloured Stones ..... M.S S. N.o 2 Value ..... 224.26.
5224.26.

Which on his delivery of to You please to pay him my Draft with those Conditions dated 7.th July for 5224.26 @ 11 p.r Pagoda

I do assure You had You not requested me to do at such an Advance price I would not have done it and wish it could be kept Secret as it hurts any future Business with other Captains who will insist on the same and must beg to be excused doing it another time

I shall always be ready to serve You as other friend are served and on the same footing of which be assured the Goods I send You p.r Kent are as cheap as any will go this Year and doubt not but You will get 11. 6 p.r Pagoda for them as the Hawke goes via Bengal I dont write You so fully by him as I shall do p.r Prince Edward Haldane and Falmouth whom will Sale beginning of August please to Advise me if I may make Your Returns round by Bengal as occassion may offer and if Your Insurances will them stand good, You will have Returns p.r Falmouth or prince Edward for Your Bombay Remittances of which Youll find by M.r R: H: Bodham the principal only is received for want of a better explanation in Your Bonds for the future observe to make them payable in Bombay Rupees at Most at 2/1 p.r Bombay Rupee and if Your Correspondent orders to advise me in Arrival of the Ships and to give my liberty of drawing on them which I can do to Advantage whereas they remit at 3 and 4 p.r Ct.t discount Bombay is better than this place as premiums will generally be higher this being the Needful I remain D.r Sir Your obedient Servt

John Debonaire

And by another Letter sent by him to Your Orator dated Madrass 18th Augt 1761 he Expressed Himself to the Following Effect Viz.t

Madrass 18th August 1761

Mr. Michael Salamons

I wrote You already Via Bengal and sent You p the Hawk Captain Lyo Hunt a Bulse Diamonds p Mss No 1 ..... 5000 Pagodas
Do a Bulse Rubies ..... Mss C & 2 ..... 224 - 26 -
Forwhich dismg

drawn on Your Order p.o Lyo Hunt for to be paid him on the Delivery to You p.o two Bulses 5224. 26 at eleven Shillings p Pagoda —

I have now to answer Your esteemed favours of 15th and 21st Dect and 1st Jan.y

Inote Your having received my Invoice of Diamonds p Macclesfield Value 2857. 14. 6. but was not thoroughly satisfyed with them it will unavoidably happen some times that one Parcel will prove a little better than another and I dare venture to say on comparing in the General You will find my parcels better than those Mr. Fakes Receives, however I do assure I do for the best and I hope You will experienced it in the long run —

I am greatly obliged to You for Your Recommendation of me to Your Friends and I will study to merit it —

There are few or no coloured Stones at present to be procured from this part of the World excepting Garnets of which I hope to procure some of which You'll have a Share the Pearls You mention is not to be had here that Trade is carried through the Hands of the Dutch but may easily be brought hither again on any demand shall try for it As to desire the Garnets being larger than those You bought of Macclesfield You must submit it to the taking them as they come from the Country but than I shall have them cheaper than that parcel was as they were picht — as Diamonds are become very scarce I cannot get sufficient to send any more on Draft neither do I think it will Answer as Goods are now dear and I shall find it difficult to remitt the Returns of Respondentia —

I have Received the Box of Diamonds and Emeralds Mss No 1 p the Hawk these Goods by the taking of Pondicherry are become in much less demand however I hope with a little time to compleat the Sale — If You had given me Liberty to try other Markets I would have sent them to Manilla where they sell well — Your Respondentia Bonds of £1605 on Hunt and 7/8 8728 on Jackson 54 on Hall and Dobbinson D.o You are credited for as they are paid here in Pag.s 10116. 4 Inclosed is an Account of the Produce of Your Respondentia Bonds on pearling and Wells, In one of these Bonds Mr. Peter Muilman is Interested which not being distinctly Mentd to Mr. Rawson Hart Bodham of Bombay he has blended Your Accounts to gr wherefore must refer it to Your settling it at home since I do not do it without perhaps prejudicing one or other, You will have heard from Mr. Bodham the dispute which arose between the Captains and him concerning the payment he has therefore only received about the Value of Principal & has returned You the Bonds to settle at home I therefore Credit You and Mr. Muilman as Pag.s 4100. 11 Sons I have got a Bulse now ready to send You by first Ships which I believe will be the Prince Edward Haldane who will sail latter end of August for the full Amount Had Mr. Badham followed my Directions in letting me draw on him You would have got 6 p Cent more on the P.s 50000 remitted by him You must order him for the future to follow my directions and write me also Via Bombay by the Ships You remit by and observe to make Your Bond payable in Rupees at Bombay 2/2 p Rupee is the most You can give to bring it on a par with 7/8 p Pagodas 2/2 Rupees frequently is the Par of the Pagoda —

I would not recommend Your sending for the present any more small polished nor cut Emeralds unless in the form of a Pear or Pear Drop — inclining to acicular form —

Coral abounds and is in less Demand the Quantity come and coming out being very considerable will much lower the Price and how ever this is the case You had better avoid sending any — I wrote You intention to send a Chest —

I shall again write You p Haldane In the Interim

Inmaire most Sincerely

Dear Sir

Your Most Obedient Servant
John Debonaire

The Pitt Capt.n Jackson arrided here
23d Last Month, Shave received the Amount
of this Bonds to You for Pag.s 4307.34 shall
Credit Your Account and remit as soon as can
obtain Diamonds

Now and by the said Letters relation being thereunto had may more fully appear and in Answer to the said Two Letters of the said John Debonaire Your Order on or about the 19.th April 1762 Wrote and sent to him the said John Debonaire a Letter to the following Effect

Mr. John Debonaire

London 19.th April 1762

Sir I received Yours of the 8.th July and 18.th August 1761 being Duplicate of the Hawk Capt.n Kent whereby Your advise having drawn on me Pag.s 5224.26 at 11 p.r Pagoda and p.r Contra send me p.r the s.d Ships for the payment of the said Draft 2 Bales of rough Diamonds which I shall avoid to receive or pay Your Draft the reason whereof is that You send Rubbish of Goods and You do absolutely charge more for them than they cost You in India Incl.d Your letter of the 15.th September p.r Capt.n Halding Inclosing for self and Mr. Muilman a Bill of Lading for a Bale of Diamonds amounting (as You please to charge) to Pagodas 4100 which Diamond I received and to my great Surprize shall not be able to obtain 9 p.r Pagodas when Goods by the same Ships from the Governor and Miss.rs Rose are sold at 11 6 p.r Pagodas the reason whereof is plain Viz.t 26.s Mangelins which You call large Refuge and say they cost 4.s 3/4 p.r Mang.re You say cost 7.s 3/8 p.r Mang.re and other at 6.s 8 p.r M
90/3 ..... D.o ..... You cost 7.s 1/8 and others say 6.s 3/4 p.r Mang.re &c

All which I send You Inclosed testified by Mr. De Paiba Jewren Broker of the City of London You absolutely quit 3/4 of the Refuge which cost 4.s 3/4 p.r Mang.re in those You charge 7.s 3/8 Mang.re Now Sir I demand of You that You will shew of whom You bought the above Goods to Miss.rs Manielle and Peter Ross for You could never have given such Prices for these Goods they being nothing but Rubbish Secondly I demand the same Interest allowed You by the Shroff from the time You received my Bombay Remittances from Mr. Rawson Hart. Boddaham of Bombay till the time You invested my Money in this Rubbish as You allow my Father Mr. Joseph Salomons so I'll be allowed the same as well for this money as for the other Money You have of mine in Your hands which You received of the Hawk and Early of Holderness and the Pitt Capt.n Jackson all these Articles I desire You would comply to by fair means Wherwise must have recourse to Law to which effect have given my Orders by this Ship, I am sorry to find You use me in this Maner this is not acting to give me Encouragement to continue the India Trade especially with You The Insurance out and home to Your Place is at present 19 p.r C.t Now calculate the Interest of my Money at 4 p.r Cent — Youll find I am Money out of pocket by Trading to India, In short Shir I have no more to add than that You will give my Satisfaction demanded above of shewing Mess.rs Mariette and Ross of whom You bout the Goods and delivering to the said Gentlemen all such Effects You have of mine in Your hands and allowing me my Interest for all such Moneys You shall have kept in Your hand from the time of Your receiving them till Invested and I hope Youll give me no occasion to go to law which is my Absolute Orders by this Ship

and I am Sir
Your Humble Servant
M.r J.

P.s I examined my Letter to You of 1.st January 1761 p.r the Hawk Captain Kent wherein I find that when I ordered to You to send Diamonds and draw on me for the same I mentioned that the Diamonds must be worth at least as much as the Pagodas You draw on me for which I find just the Reverse for You draw at 11 p.r Pagoda and the Diamonds wont Sell for above 9 therefore I insist on Your making good the Deficiency and pay the same to my Atty as have ordered by this Ship to whom I send the Copy of the said Letter

Sir I have another Question to ask on which I demand Satisfaction which

which is You credit me for Pagodas 13000 for Respondentia Bonds You need Do[n]t
in Cash for at the Departure of the Prince Edward and You say You could not procure
Diamond neew Your Rubbish, but 7000 Pagod.s You could draw of Capt.n Dale & Your
him Diamonds ..... 5200 ... D.o You could draw of George Hunt and give him
Diamonds for Your Account ... 12200 Pagodas, which Sum You could and should ha
sent me if You had any Honour in You But You served me the very same when
the London Packet Captain Baker departed from Your Place.
And Your Orator further Sheweth that He afterwards Received another Letter from
the said John Debonaire to the following Effect

Dr Sir

Madras ye 15th September 1761

By Captain James Haldaine I forward You Duplicates of my
Lres to You via Bengal & the Hawke Capt.n Hunt of 8th July and 18th Aug.t which
I confirm since is come to hand & Haldane & Capt.n Brooks Your favour of 12
March Inclosing Respondentia Bond on Heim for £1090 ₹ 78 is Pags 2242. 20
which he tells me he shall pay here

It gives me unexpressible concern to find I cannot now make You
Returns for this and Your Remittances by Jackson and Hunt arising from the
Scarcity of Diamonds now at this Place

Admiral Cornish not being Returned as Yet on this Coast deprives
Mealos of the opportunity to remit You in Navy Bills and 10 of which I think Y
would approve of rather than keep Your Money Idle

In order to make returns to You and some other Friends in full
Diamonds for Your Bombay Remittances I have not sent on our Account with
Your Father not much above half of said Bombay Remittances which he will
Testify and apprehend will be very Angry that I sacrifice our own Interes
to oblige my Friends — I am perswaded there will be great Complaints by
every Body for Returns but I have sent all last Years Respondentia except
our own Acct for I had the luck to secure most of the Diamonds that were sold befo
this Years Ships Arrived since which we have had no more at Market

down here by the January Ships departure I have no other remedy but waiting until
then unless it is remitting You Bills on the Company at 8 ₹ Pagoda which I think
You would not approve of

Inclosed is Invoice and Bill of Lading on the Prince Edward for a Bales
of Diamonds amounts to Pagodas 4100. 11 produce of Mr.s Peter Muilmans and Your
Remittances to Rawson Hart Bodham and Consigned jointly to You which I
doubt not but will turn to good Account seeing the Quantity is not very considerable
that goes by these Ships

I cannot procure at present any Coloured Stones Garnets will come in about
January next when I propose to send You some according to Your Orders I flatter my
self You will not be obliged to look out for another Correspondent at Fort St George
the obligation I lay under to Your Good Father will oblige me ever to Shew my
Gratitude to every Branch of his Family at least is the present Prices of sundry
Articles from Europe Salt Peter is procured at Bengal — this being what offers
I remain most truly Dr Sir

Your Most Obedient
The 4 October 1761 Humble Servant
Yesterday Arrived the Tay and Warren John Debonaire

And Your Orator afterwards Received another Letter from the said John Debonaire
wherein he Expressed Himself to the following Effect

Mr. Michael Salomons

Sir I am deprived of any of Your favours since my Lr. of 15th Sept.r of
which Triplicate goes by this Occassion Inclosed is Invoice and Bill of Lading for a
Bale Diamonds for Your Account Shipt on Board the Warren Captain Glover
marked M.o D. N.o 3 amounting to P.s 6232. 19. 10 which is nearly 1/2 of the amount due to You
and as I have done to other Friends not having been able to procure sufficient Quantity
of Diamonds this Season by Next Sept.r Ships I shall make full Returns having
entered into Contract for a large Sum which I expect will further Answer the
Respondentia I expect out this Year

As to Navy Bills I am prevented getting for this Ship as the Agent for
Victualling his Majestys Fleet is absent at the Cape with 4 of the Squadron
and is expected back on the Coast daily but am afraid it

No Quantity of Garnets to be had Sd You a few to Your Father in Exchange for some Rough Emeralds which are the only sort that will Sell the parcel of Jewlight is in no Demand that You sent me nor Brilliants will not do at present Pondicherry used to employ that Article

I fear the Genl Lawrence will not be able to proceed from the Coast of Brazil where She parted from the Chesterfield the beginning of Octr last, her Foremast was Sprung and otherwise in a very bad Condition her hands very Sickly and some deserted at the Rio De Janeiro — Had she arrived safe at Bombay Your Adventure would have Turned out more favourable than the Chesterfields will as that is the surest and best Market for all Europe Goods especially staple Commoditys

Coral continues the same prices but will not Answer to the late Advanced Prices in Europe Grosse sorts at 12 Pagodas ₰ Sur of 9 Ounces Melgares 5/2 to 5/4 Prices You may make Your Calculation on these prices but on no more the Worteaten sort sells for 12 and these are the Sorts mostly demanded and always Current, the largest sort called Calentias will not do here and are more proper for the China Market

I remain most truely Dr Sir

Your Obedient humble

Servant

John Debonaire

As in and by the said Journal Letters relation being thereunto had may more fully appear and Your Orator further Sheweth that on or about the 14th day of December 1762 He wrote and sent a Letter to the said John Debonaire to the following Effect

14 December 1762

Mr John Debonaire

Sir

I received Yours p the Warren dated the 8th April last Inclos Invoice and Bill of Lading for one Bulse Diamonds on the said Ship for Pagodas 6232 19 4 I am surprized to see that You absolutely make a property of my Money by keeping the same for Your own Trade and find me with home to

me the Remr by Next Ships which when they come I receive little or nothing and the assortments are quite contrary to my Orders You send me 528/4 Mangr Refuge cost 4₰ ₰ Mangr is nothing but Board and will render but six Shillings ₰ Pagoda it is so Casable that You Trade with my Money that Yr Consignment Mr James Adams consigned to You and Mr Boucher this returns indeed he received in full because there You could not make a Countrary Voyage with and likewise You mention him You send him the assortments which Mr Michl Salamons Orders and the same Bulse will render 10/9 ₰ Pagodas and Marie ₰ Warren shipped by You I have sold to my Fd Mr Salamons at 9₰ ₰ Pagoda who gave me more than the Value out of Compassion of their Treatment as he was the Chief Motive of my Corresponding with You now Sr I demand of You the Interest of all my Consignments You have received of me till You have invested the same in Diamonds — as Mr J Smith of Bristol at Your place has allowed me My Fd Jef I has promised me that You must allow me the Interest of my Money the Gent who I desired to Correspond with You are a continual plague to me thinking their money is lost Besides the Defference I should have had my Returns March last than the price of Stocks were 7₰ and now 10 therefore to be short I beg the favour to settle my affairs as Mort in my former allowing me my Interest which I absolutely will have either by fair Means or Law to which purpose I wrote by the Ship again I am surprized You do not mention to me what is become of my Emeralds Diamond Sprig and Diamond Brilliats and Diamond Hoop Rings consigned to You by A Muilman & Co and sell'd p the Hawk Kent Your proceeding against me is some thing out of nature for You absolutely make a point to send me Rubbish in Returns and Stop my property

N. 6.

₰ the plaising
2 ₰ Dupleix

And Your Orator further sheweth that Your Orator Received another Letter from the said John Debonaire to the Effect as follows

Madrass 28th October 1762

Sir

Your Letters of 5th March 18th June 30th d. 7th and 25th Sept and 28th January I have duly Received Your Complaints to me are very extraordinary and which I could not have expected but in Answer thereto give me leave to say that the remitting You Diamonds ₰ Capt Baker was not possible to be done at that

time as none were procurable and the small matter I did send by them had been bought some time before not of Your money as You are pleased to say the Orders immediately followed by which You had Your Returns the Goods I have sent You were at the Market price here as this well may sometimes in England You must not impute it to me Your Orator particular Goods and then complaint Bryant and Purge have been very indifferent of late and others were in the same case as myself Your supposition of my lending Your Money to the Shraffs is wrong since I would not Trust any Shraff in Madrass with a hundred Pagodas as they are not Rich but poor people and like the Exchange Brokers of the lower Class who get their daily Bread You Mistake these for the Shraffs of Bombay whom people trust with great Security for You never gave me orders or leave to lend Your Money which may sometime be done but punctual payment not always Certain this I could not hazard and if delays of Returns happen it is chiefly owing to the Scarcity of Diamond as to the Pearl no one has considered this the market has rose insensible (without any Remedy but a Discontinuance of sending out such Quantity of Coral & Respondentia) I do assure You I do not covet Commissions at present seeing a prospect of many indifferent Business in the Diamond and Coral way

Your orders to me and to Mariette and Rose are so very obscure that they nor I cou.d discover which way to proceed and Since that to Mr. Morse who acquainted me he had no Demand on me for Your Account until after the Departure of the first Europe Ships I have accordingly Invested the Ballance of Your Account Current as per inclosed Pagodas 6748. 4. 70 in Marketable and good Goods equal to what I send to others in one Bulse marked M° D. N°4 unregistered on the Fox for Captain Hume as p.r Invoice and Bill of Lading inclosed amounting to Pag.s 6748. 4. 70.

You do me great Injustice in Your opinion which I do not deserve and in the long run You will find it so never the less You and Your Family have Rendered me so many Services that I can easily for get it if You can be better served other ways You are in the right to leave me I shall be pleased that You reap greater Advantages for as I told You before I do not covet Commissions to my Friends disadvantage I shall write You jointly to Mess.rs Adams and Staple and also Mr. Peter Muilman to which refer You Sincerely condole You on Your great Loss in Mrs. Salomons such worthy Ladies are seldom to be met with

I remain most truely Sir
Your Most Obed.t Servant

As in and by the last mentioned Letter relation being thereunto had may appear & Your Orator further Sheweth that on or about the 28th March 1762 He sent the following Letter to the said John Debonnaire

Mr. John Debonnaire

This Letter goes open to my worthy Friends Ch. Boulcher and P. Mariette Esq.r to whom I desire to demand of You to know Your deceit fulness in by drawn for Account of the Ships the Gunt Lawrence Mess.rs H. L. Heathfield at Bombay two Months before the Warrior departed from Your place and never mentioned a word either to me or Mr. James Adams as You did with my Moneys p.r the Hawke Kent, the Earl of Holderness Brook and the Pitt Jackson You could draw p.r Kent Dat.d Madrass 7th July 1761 Pagodas 5224. 2. 6. at 11 p.r Cent on me which have paid to my Sorrow besides the Invoice of 5224 26 more Answered to 9 p.r Pagoda the coloured Stones were not worth 8 p.r Pagoda and I tell You, You have not acted according to my Letters and if ever You appear in the City of London I shall make You pay all my Diffrences what I cannot make You pay in India I will be judged by any Gentleman at Your place for money You have Rec.d of the Kent upwards £2000 in July 1761 whether this money is not here long ago especially such Rubbish of Goods sent by You and as I can prove by proper witness that I wanted to lay out my money in Government Securitys which are risen 10 p.r Cent now all such Damages comes upon You for You traded in the Country" And Your Orator further Sheweth that He not only sent such Several remittances in Goods as Mentioned and Respondentia Bond to the said John Debonnaire as Mentioned in the said Letter sent to him by Your Orator and which were duly Received by him in the course of such Consignments respectively But also diverse other Remittances which he Duely Rec.d and bought with the produce Whereof to have sent Your Orator Diamonds and other the produce of the Country by the Next Ships that sailed for England after the receipt of such Remittances Respectively and According to Your Orators Directions to Him which he Neglected doing as Your Orator has therein before mentioned and made use of Your Orators money on his own Account and over charged Your Orator for the diamonds purchased by him on Your Orators Acct. which were not only bad in their Quality but such Diamonds or Board so sent by him Contained in no no

than 142 Karats in each 100. Mangelin whereas each of such 100 Mangelins should have contained 143 Karats as those really did which were sent by them from Madras to England at the same time in so much that Your Orator sustained such Loss thereon as in his Letters he informed the said John Debonnaire and Your Orator having therefore great reason to be dissatisfyed with the said John Debonnaire Conduct towards him Your Orator Authorized and Directed Messrs. Peter Marriette and Andrew Rose of Madrass Merchants on Your Orators behalf to Settle all Accounts with the said John Debonnaire touching his Dealings with Your Orator and to deliver all Your Orators Effects remaining in his Hands unto them and to Account with and pay them what should be due from him unto Your Orator and that He should discover and give them Satisfaction as to the persons of whom He Bought the several Quantities of Diamonds and Goods which He so sent Your Orator and the prices and Sums of money really paid by him for the same and Every part thereof and that He should Answer and pay Interest for the several Remittances he had Received from Your Orator to the time of his Remitting back unto Your Orator the produce thereof, And that for Your Orators Better Satisfaction in the said several Matters that He the said John Debonnaire should produce and suffer the said Messrs. Marriette and Rose to Inspect his Books of Account Invoice writings & paper Relating to such of his said Dealings and Your Orator having so authorized the said Messrs. Marriette and Rose by the said Letters as aforesaid Informed Him the said John Debonnaire and requested his Compliance therewith And Your Orator further Shewth that in pursuance of his said Directions the said Messrs. Marriette and Rose have made many Applications to the said John Debonnaire by Letters and otherwise and in particular they wrote and sent Him the several Letters and Received such Several Letters from him the said John Debonnaire in Answer thereto as Your Orator hath set forth in a Schedule hereto annexed and to which he prays may be taken as part of this His Bill and Notwithstanding the said Messrs. Marriette and Rose have by themselves and their said Letters as also Your Orator by Letters and otherwise have applied to the said John Debonnaire to come to an Account with Your Orator or them on his Behalf touching the said Matters He hath absolutely refused or declined so to do or to give any Satisfaction in the said several particulars enquired of him — But now so it is may it please this Honorable Court the said John Debonnaire at some time pretends

and Gives out that He hath not any Effects or the produce of any Effects of Your Orators in his hands custody and power and that He Constantly Remitted back unto Your Orator the produce of Your Orators said Remittances to him by the Next Ships that Sailed for England and that he Charged Your Orator no more in the Invoice of such goods than what he the said John Debonnaire really paid for them and pretend that he hath accounted with and fully paid and Satisfied Your Orator all that Hath become due to him in Respect of the said Dealings between him and Your Orator Whereas Your Orator Charges that the said John Debonnaire did and make Your Orator Just Returns for the said Remittances as Your Orator has herein aforementioned and Your Orators charges And as he hath truely Stated and Mentioned in his said Letter to the said John Debonnaire dated the 7 September 1761 that at the same time He the said John Debonnaire sent Your Orator a Parcel of Diamonds as herein before mentioned by Capt.n Haldanes Ship Amounting as in the Invoice thereof he charged Your Orator at Pagodas 1100 Your Orator by Reason of the badness of the Quality was not able to sell the same at 9. the pagoda whereas those sent by the same Ships from the Late Governor and Messrs. Rose and others sold at 11 Shillings the Pagoda and with this Difference in the price Viz.t 263 Mangelin of Diamonds therein charged by him to Your Orator at 6 3/4 whereas others had them better at 2 3/4. 302 3/4 Mangelin Yellow Point at 2 7/8 other had the same superior in Quality at 1 7/8 — 146 Mangelin Diamonds at 7 7/8 others had them superior at 6 7/8 — 90 3/8 Mangelin at 7 7/8 others had them Superior at 6 3/4 and 3/4 of the Refuse charged at 7 7/8 whereas Your Orator Charges of no Better Quality than these charged at 6 3/4 and the whole of such Diamond Contained no more than 142 Karats to the 100 Mangelin whereas the same ought to Contain 143 Karats to the 100 Mangelin as those really did that were sent by other persons And Your Orator Sheweth that Abraham de Paiba of London Swaan Broker has made and Affidavit of the badness of the Diamonds and the prices He sold them at being the utmost price He could get for the same by which means the prices Charged to Your Orator by the said John Debonnaire as what he paid for them Have greatly Exceed what

they could be Sold for in London which said Affidavit is in the words and figures following.

Abraham Da Paiba of the City of London in the Kingdom of Great Britain Jewish Broocher Michael Salomons of Gould Square Cuitched Fryars London Merchant and Philip Levy Book keeper to the said Michael Salomons severally make Oath and Say and first the said Abraham De paiba for himself Saith he did on or about the twenty Ninth day of May One thousand Seven hundred and Sixty One Sell to Messrs Gomperty and Hymans of London aforesaid Merchants a Bulse of Diamonds Containing as follows

(to wit) 1283 Spicies ..... wt ..... 199 Mant. and 3¾ pr Mant is 1164 Pagodas
4 pr Carett ..... 226 ..... D° ..... 3/2 pr Ct ..... do 791
1935

Which Bulse was in and by the Invoice thereof called or discribed to be fine Goods and were sold shut And the said Abraham De Paiba for himself also Saith that the said Goods did in and by the Invoice whereby they were sold appear to have been Consigned by or from John Debonaire of Fort Saint George in the East Indies And the said Abraham de Paiba further Saith that after the said Messrs Gomperty and Hyman had so purchased the said Bulse Shut as aforesaid they afterwards on opening the said Bulse found the same so bad and very different from what they were discribed to be in the Invoice that they the said Messrs Gomperty and Hyman offered to give them the said Abraham De Paiba One hundred Pounds if he would let them offer discharge them from the purchase of the said Bulse which the said Abraham De Paiba Refused to do and the said Abraham De Paiba for himself also further Saith that he did on or about the latter End of October one thousand Seven hundred & Sixty two receive from the other Deponent Michael Salomons an Invoice of another Bulse of Diamonds Containing as Follows

(to wit) 5 m[l] Wt[d] 521 Mc and 4¾ pr Pagodas 2432 18
47 pr 163 Mc and 7/4 ..... do 1911 10
5 m[l] ... 139 mr and 5/12 695
4 in Wt 138 Mc and 6/12 894
which

which said last mentioned Bulse appeared by the said Invoice to be the property of the said Michael Salomons and to have been consigned to him by the aforesaid John Debonaire and which said last mentioned Bulse this Deponent offered to Sale & after having repeatedly offered the same to Sale there was not any persons who offered this Deponent any price although the said Deponent Abraham De Paiba did at the same time he so offered the said last mentioned Bulse from the said John Debonaire to sale sell other Goods of other persons by the Invoice thereof for Eleven Shillings and four pence pr Pagoda and the said Deponent Michael Salomons and Philip Levy each speaking for himself severally make Oath and say that the said Michael Salomons did afterwards sell the said last mentioned Bulse upon at and for the price or Sum of Nine Shillings pr Pagoda and no More whereby this Deponent Michael Salomons was a very great Sufferer Sworn before me this 8th day of Feby

Wm Bridgen
Mayor

Abm de Paiba
Mich Salomons
Philip Levy

Which said Original Affidavit Your Orator hath Left with his Attorney in Court for the Inspection of the said John Debonaire with Liberty for him to take a Copy thereof at his own Expence And Your Orator Charges that the said John Debonaire hath acted in the like manner towards Your Orator in all other the Diamonds and goods he hath sent and Remitted to Your Orator whereby He hath sustained a very Great Loss and Damges to the Amount of three thousand four hundred and Nineteen Pagodas fourteen fanams and forty five Cash Making in Sterling money of Great Britain at the Rate of Eight Shillings for every Pagoda One thousand three hundred and Sixty Seven pounds fifteen Shillings and three pence as Your Orator has Set forth in an Estimate thereof hereunto annexed But for all which He now refuses to Account with Your Orator and although the said John Debonaire will some times admit that He did not Remitt back in Diamonds or other the produce of Your Orators Remittances to him by the Next Ships or Ships that sailed for England Next after his Receipt thereof

Diamonds wether Goods to send Your Orator by such Ship or Ships The Contrary where of Your Orator Expressely Charges to be true for that as Your Orator charges great Quantity of Diamonds and other Goods were at the same time sent by persons Here to there Correspondents in England and that the said John Debonnaire might have done also if he thought proper all which actings & doings of the said John Debonnaire are Contrary to all Equity and good Conscience and are a Manifest Injury to Your Orator In Consideration whereof and for as much as Your Orator cannot in little Himself to any Discovery of the said several matters But in and by the aid and Interposition of a Court of Equity wherein matters of this Nature are most Cognizable To the end therefore that the said John Debonnaire may upon his Corporal Oath full True and perfect Answer make to all and Singular the matters and things herein before alledged and Setforth as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and Interrogated And that the said John Debonnaire may particularly Setforth whether he was not and when first Employed by Your Orator as his Agent or factor here for the purposes herein before mentioned or for any other and purpose and whether He did not and when first Receive any and what Remittance from Your Orator to purchase Diamonds or any other and what goods for Your Orator to Consign and Send the same to Your Orator by the Next Ship that sailed for England and whether he was not only to Charge Your Orator for such Diamonds and Goods the prime Cost there of by him the said John Debonnaire paid in the Country in Consideration of his Receiving Commission as aforesaid for his trouble therein from Your Orator and the seller of such Diamonds And that He may setforth a full and particular Account of all dealings and Transactions between him and Your Orator and of all Letters and Correspondencies that passed between them in Relation thereto and when first and for how long time and from and to what time they have so Corresponded and that He may setforth a full True & particular Account of all the Remittances sent by Your Orator or any other and what person or persons for the use and behalf of Your Orator & Received by him and that He may setforth the particulars and Amount there of and of each and Every such

Remittance and that times Respectively when and of whom He Received the same and may setforth all and Every the Orders and Directions Sent by Your Orator to the said John Debonnaire Accompanying such Remittances or Relating thereto and whether He hath fully Complied with Your Orators said Directions and Orders or why and for what Reason he hath not so done and whether He the said John Debonnaire did not and when Respectively Receive such several Letters as are herein before mentioned to be wrote and Sent by Your Orator to him the said John Debonnaire or any and which of them And whether He did not write and Send to Your Orator such several Letters as are herein also before mentioned and to the purpose or Effect aforesaid and that He may Setforth a full Just and particular Account of all and Every the Diamonds and other goods and Merchandize which hath been Sent and Remitted by him unto Your Orator either on his own Seperate Account or Jointly with any other person or persons And may setforth and of whom by name He respectively bought all and every such Diamonds or other Goods and what are now become of the Respective persons of whom he Bought the same and where they now reside or Live or may be found or Met with and may setforth How much He really and Bonafide paid and to whom particularly for all and each and Every part and parcell of such Diamonds and other goods so sent by him to Your Orator And whether he bought such Diamonds and other goods so remitted to Your Orator upon Trust & Howling Credit or for Ready money and whether He hath not in the Invoices there of so sent by him to Your Orator Charged Your Orator more and How much more than he the said John Debonnaire Really paid for the purchase of such Diamonds or for any and what part whereof and whether all or any part and which of such Diamonds & their goods so sent by him to Your Orator were really worth what he Charged Your Orator for the same in the Invoice there of and whether the said John Debonnaire doth not very well Know & hath and by whom been Informed that Diamonds and other Goods of a Superior Quality of those so sent by him unto Your Orator were Remitted by any and what Person here to their Correspondents or principals in England at or about the same time that the said John Debonnaire so sent such Diamonds and other goods to Your Orator at Less prices and How much Less than what He charged Your Orator for the same and particularly

whether there were not such difference in the prices thereof as Your Orator hath herein before setforth as to the Diamonds and goods herein before Mentioned to have been sent by the said Captain Haldane or any other and what difference & whether each 100 Mangelins of Diamonds ought not to Contain 143 Karats and whether all or any and which of those sent by him the said John Debonnaire unto Your Orator Contained more then 142 Karats to each 200 Mangelins And if he has read the said Affidavit of the said Abraham de Paiba and if He believes the same to be true or in what particulars untrue And that He may read the said Affidavit before He puts in his Answer to this Your Orators said Bill and that He may setforth that He has read the said Affidavit in his Answer and that He may setforth the Respective Times of his Sending all and every such Diamonds and Goods to Your Orator and the Respective Names of the Ships and Captains by whom he sent the same and that He may setforth whether he hath not Traded with or made any Profit use or Interest or Advantage of the produce of the Remittances made to him by or on behalf of Your Orator or whether the produce of all or any and which of such remittances did not remain in his the said John Debonnaires hands for a long time after his Receipt thereof Respectively before He laid out the same in the purchase of Diamonds and other Goods which He sent Your Orator and that He may setforth whether between the time of his Receiving such Your Orators Remittances and his Remitting the produce thereof unto Your Orator in Diamonds or other goods any and what Ship or Ships by name did not Sail from Hence for England and may setforth why and for what Reason he did not send or Remit the produce of such Your Orators Remittances by the first Ship that Sailed from hence for England after his Receipt thereof and whether He might not so have done if he had thought proper or for what Reason he could not have so done And that He may setforth a True Account of all and every Ship and Vessell that Sailed from hence for England during all the time of the Correspondency between him and Your Orator together with the Respective Names of the Commanders thereof and their Respective Times of Sailing from hence for England or any other and what place And that he may setforth whether He the said John Debonnaire hath not now in his Hands Custody or Power or any one for him any & what Effects belonging

belonging to Your Orator and whether he is not now indebted to Your Orator in any and what Sum of money in Respect of the said Dealings between him and of the several matters aforesaid or any and which of the said matters and whether Your Orator hath not by such Letters as aforesaid and by his Agents applied to him the said John Debonnaire to account with Your Orator touching all their said Dealings & for the several purposes therein before mentioned and whether He the said John Debonnaire hath not and for what Reason Refused or declined to Comply therewith And particularly whether Your Orator having Authorized and directed the said Messrs. Manvielle and Rose to Settle all Accounts between Him the said John Debonnaire and Your Orator touching the said Matters they or either and which of them or any and what person on their behalf have not applied to him for that purpose and whether in Respect to such Applications such Several Letters as are mentioned and Setforth in the Schedule hereto annexed did not Pass between them the said Messrs. Manvielle and Rose and him the said John Debonnaire or any other and what Letters or Messages in Relation thereto And that He the said John Debonnaire may produce on oath all Books and Accounts, Invoices papers Receipts, Vouchers and writings in his Custody, profession or power relating to all the said Dealings between Him and Your Orator and that Your Orators Agents may be at Liberty to Inspect the same & take Copies thereof or Extracts therefrom at Your Orators Expences as they shall be advised and that an Account may be taken of all Dealings and Transactions between him the said John Debonnaire and Your Orator and that He may Answer & pay unto Your Orator after the rate and Course of Interest paid in this Country unto Your Orator for the produce of Your Orators Remittances to him from the Respective times he being able to Remitt the produce thereof untill his Remitting the same to Your Orator and that He may be Compelled to pay unto Your Orator the Amount of the said Account of Damages hereunto annexed as also all other Damages that upon the Hearing of this Suit may appear to be due unto Your Orator also all Costs of this Suit

May it please this Hon^ble Court to Cause the said John Debonnaire to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear

at a certain time and place to be by this Hon^ble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree as to this Hon^ble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

N^o 1.

Sir

It is with reluction that we comply with the Necessity which we are laid under of sending You the accompanying open Letter of the 19^th April last from M^r Mich^l Salomons, as it contains such severe charges of Your Mangement in his affairs from which we shall be glad to see You clear Your self to his Satisfaction and to ourselves

Sir Your Most Humble Servants
P.H.
A.R.

March 30^th 1763

To M^r John Debonaire

N^o 2

Mess^rs Mainette and Rose

Gentlemen

I Received Yours of this days date with an Inclosed from Mich^l Salomons of 19 April 1762 and shall whenever You please to call on me shew You the prices of Diamonds bought for his Account and the time of & and prove the same to be true by the persons that sold them

As to any Effect that may be of this in my hands I told You before that I had remitted every thing home to him, his demand for Interest on the money is invested don't seem to me due to him as he never gave me power to Lend out his Money

M^r Salomons Order for buying of Diamonds for Captain Hunt was an open Letter to me by the said Hunt & Confirmed by other letters of this to give him 11 M Pagoda..... I leave You to Judge Gentlemen how it is

possible to Act with such a person as Mich^l Salomons, that the good was worth the Pagodas I draw for is as Certain & It was the market price, I paid that money and can prove the same by the Sellers there of and You may be Satisfied whenever You please to call on me I am

Gentlemen
Your most Humble Servant
John Debonaire

N^o 3

To M^r John Debonaire Fort St George 5^th April 1763

In Answer to Your Letter of the 30^th past on the Subject of the affairs of M^r Michael Salomons, as his Complainty of Your Management are so the way, we must desire You, to give us an opportunity of exculpating our selves so far, as to Satisfie him & which indeed seems also to be essential to Your own Credit, by the best full and most authintick testimonys You can give us in writing, that You have not ever charged him in the prices of Diamonds as he represents and we shall take occasion to Compare any such writting with Your Books Account as You propose without doubt You can always Support any other Proofs which You may find it necessary give by the Testimonys of those from whom You made the purchase, and we submit it to You whether such Testimonys should not be upon oath publickly authenticated If it is really so that M^r Salomons never gave You any Power to Lend his money at Interest & and we have no Reason to doubt the truth of what You tell us that he never did as he does not shew us that he has & and that You really never lent out any Money for his Account, we do not see he can insist upon any such Claim, but to clear Yourself of this Charge als as much as You can, and to give us Satisfaction we should be glade that You would Communicate to us every thing which has passed between You and him upon this Subject that You may Enable us to form the better judgment of it when You have furnished us with the Proofs which we desire in regard to the prices of the Diamonds which You have bought from time to time for Michael Salomons, we shall be the better able to judge of the Reasonableness of what You say on the Subject of the Bills which You drew to Captain Hunt at 11 M Pagoda and to others at 10 & and M^r Mich^l Salomons

Clause of adeffluence in the Sparies. and in the meantime we Confess that the case is very particular and that it may be heard upon You to Suffer in so heavy a manner of You have really as You say and as we have no reason to doubt done no more than to follow Your order how far it was prudent in You by drawing at so very high an Exchg.t / and much higher we believe than any body else had granted at any time before or since / to expose Yourself to disputes and to disgrace to Your Bills, is a matter which indeed / all the it may be now so much too late / seems to do some Your serious reflection we are Sir

Your Most humble Servants
P. M.
A. R.

To Ditto

Ditto date

Sir

We are possessed of Mr. Michl. Salomon's Letter to You of the 27th April last and of Letter which You wrote to us on the 21st past, upon the Subject of the former we find that You have not given us any Answer to one part of his Complaints which Seems to be material and which from Your reference upon that head we also for got to take notice of in the Letter which we have already addressed to You to day ——— That You gave him Credit for Pagodas 1200 for Respondentia Bonds which You received and was in Cash of at the departure of the Prince Edward and for which You say that You could not procure Diamonds all this You draw Bills to Capt. Kent gave him Diamonds for them, to the amt. of ..... Pag.s 7000 ...
and to Capt. Kent Bills and Diamonds for ..... 5200 ...

for which sum £ 12200 ...

You should have sent him Diamonds on Account of the money which You then had of his in Your hands and he adds besides that You served him in the same Manner when the London Capt.n Baker departed from hence ———

To these charges against Your Conduct, in the Management of his affairs we must And to require a particular Answer, Tho all the it may be true, that Mr.

Mr. Salomons did not give You a permission to lay out his money at Interest we must ask You on his behalf, whether You have not made Yourself liable to that charge by keeping back his money when he proves that might have Invested it or at least the greatest part by the Falmouth which said at the same time with the Prince Edward we are Sir

Your Most Obedient Servants
P. M.
A. R.

No 4

Messrs.rs Peter Marille and Andrew Ross

Madras 7.th April 1763

Gentlemen

Having received a further Letter from You dated 5.th April / relation to Mr. Michal. Salomons disputes with me / do in answer again Tell You I am ready to produce You the articles in my books of the purchase of the Diamonds bought and sent said Mr. Michl. Salomons for his account which is I think the most authentick Testimony I can You You in writing from myself the Testimony of others must be from the Sellers of the Diamonds themselves that they Sold them to me for those prices charged him without any other advantage to myself than the Dustare of 2 p.r Cent which they gave and by obliged to answer to Had Mr. Michl. Salomons given me Power to lend his money out at Interest I cease I had not invested it he doubtless would have informed You but on looking over his Letters I dont find any order to that Intent neither would I accept any Commissions with that proviso nor did I ever lend any money out for his Account nor has he ever wrote me on that Subject ..... Capt. Kent the bearer of an open letter from Michl. Salomons to me to purchase diamonds for said Kent and to receive Bills on said Michl. Salomons all to 4 Pagodas was not executed without remonstrances from me to said Salomons against it he has confirmed the same by 2 or 3 different Letters in expres terms, the Diamonds furnished Capt.n Kent went via Bengall by that occasion I could not stand for Michl. Salomons Account and Risk any Diamonds as he gave me no orders and it was out of the Course of the Insurance ..... why I did not make larger returns afterwards by the Prince Edward by the Prince Edward and the Falmouth was owing to the Scarcity as well as Extraordinary bad quality of the

Diamonds which I am certain You Gentlemen were sensible of as well as my self of Rubbish that came to market

The accusation of sending Diamonds home ffalce for this Account was every early Agreament with the Sale for which I received the money some Months before Ye goods were delivered and this money might as well be Paid out as other

I have told You Gentlemen before and do again repeat it that I am ready to give You whatever Testimonys a man of honour and a Merchant can give with honour to his Character affidavits are necessary in Law but how far they may be so necessary between private persons I cannot take upon me to say as I must Confess I would not look upon a Mans character just the more clear from a Number of affidavits he would take

What I have further to addon this Subject is to request that the Matter in dispute may be refered untill the present Ships Christmas shall be dispatched as I have no effects of Mr. Salomons in my hands it will be of no great inconvenience to his concerns

I remain Gentlemen

Your Most Obedient Servant

John Debonnaire

No 5

To Mr. John Debonnaire

Fort St George 11th April 1763

Sir

In Answer to Your Letter of the 7th Instant we think that You should have sent us and we must now desire You to do so. Copys of the Invoices of Diamonds which You have sent from time to time to Messrs. Adams and Salomons with an Explanation of any articles which require to be cleared up this You can easily do and when we have by us the Sorts which You have sent and the prices which You have charged we probably form a better judgement what further satisfaction our Constituents may require recommending at the same time the regard which You owe to Your own Credit and Character in this matter and the propriety there is in having both vindicated with as little delay as possible there may be some reason in what You say as to the Diamonds delivered

to Captain Hunt but we think it may have been and probably was very different as to those delivered to Capt. Dale and therefore we desire You to clear up this matter in a more particular Manner We are

Sir

Your Most Obedient Servants

P. M.
A. K.

No 6

Gentlemen

You shall be furnished with the Invoices for account of Michl. Salomons as I dont Remember any concerns he had with Mr. Adams except the General Lawrence You'll also have a Coppy of Mr. Salomons Letter to me in respect to Capt. Hunt which I doubt not will clearly shew You his orders about it

I am Gentlemen

Your Most Obedient Servant

11 April 1763

John Debonnaire

No 7

M.S.

No 2 ..... for Stone ..... 1322.18.—

PM

S. No 2 ..... 15.7 ch. for ..... of Prince Edward ..... 410.2.—

MS

D. No 3 ..... 8 April ..... Warren 6232.19.10

No 4 ..... 31.8 for ..... Hax 6748.4.70

Sir

Inclosed is the Coppys of Invoices of the goods sent Michl. Salomons for his Account and is the true & just price I paid for them to Nellecantaher and Gocul Sonvady and is the full returns of what I had in my hands of his Accounts as to his unreasonable demands of Interest as I never sent any Money for his Account, I am in no wise pay any

I am Sir

31 May 1763

Your Obedient Servant

John Debonnaire

MS

No 2

Invoice of 1 Bulse Diamonds Shipt on Board the Onslow Captain John Hunde for Account of Michael Salomons

230 Mangelore small fine ..... 38/4 ..... 1322.18.—

I declare the above to be Madras 24 Feb

MS
D
№3

Invoice of one Balse Diamonds Shipt on Board the Warren Capt.
Alyhouse Sylaver for Account of Mr. Michael Salomons for his Account

320 3/4 Mang. refuge large	13/3		2432 18 —
265 3/4 Do. 137 Stones	7/4		1911 10 10
139 Mang. Small	5		695 — —
138 Mang. 4 in Mang.	6/2		297 — —
			5935 28 10
Commission @ 5 p.C.			296 27 —
		Pagodas	6232 19 10

Madras 8th April 1762

I declare the above to be a true Copy from my Book

Errors Excepted
John Debonnaire

PM
№2

Invoice of a Balse of Diamonds Shipt on Board the Prince Edward
Captain Haldane for Account of Messrs. Peter Muelman and Michael Salomons
to their Consignment

263 Mang.s large refuge	@ 4 3/4		1249 9 —
302 3/4 Ditto Yellow Board	2 3/8		870 14 30
186 Ditto Mang.a price 155 Stones	7 3/8		1076 27 —
90 Ditto Mang.s 1/2 do 69	7 1/8		708 2 —
			3903 3 30
Commission @ 5 p.C.			195 3 30
		Pagodas	4100 11 —

Madras 13th 7ber 1761

I declare the above to be a true Copy from my Books

Errors Excepted
John Debonnaire

MS
D
№4

Invoice of 1 Parcel Diamonds Shipt on Board the Fox Capt.n Hume
for Account of Michael Salomons to Consignment

170 Stones	303 Mang.s	@	8 1/2	2070 21 40
7 do	21 do		8 1/4	
479 do	203 1/2 do		2 1/4	255 27 —
Small	208 1/4 do		6	2211 21 40
			Commission	1249 [illegible]

201

Madras 31st 8ber 1762

Errors Excepted

I declare the above to be a true Copy from my Books

John Debonnaire

Fort St. George 6th June 1763

№2

Sir

On the 11th April we applied to You on the behalf of Mr. Michael Salomons for Copys of the Invoices of Diamonds which You had sent to that Gentlemen and for a further information in regard to the Transaction of the Bills which You had drawn on him to the Capt.n Kent and Dale, particularly the Letter which we recommended to You to do without delay that we might be able to form some judgement of the Complaints which Mr. Salomons makes against You and to give him some Satisfaction in the Subject by this Ship the Clinton on the same day You wrote to us that You would comply with our request ——— Since that time two Ships past You in which that this was not done

This Instant we have received a Letter from You dated 31 past accompanying Copys of 4 Invoices of goods sent to Mr. Salomons which You have thought proper to delay till the Packet of this Ship is about to be closed, so that we can do no more in this Business now but to Acquaint Mr. Salomons with what has already passed and to promise to give him more Satisfaction by the next dispatch which that we may be better to do we again repeat our desire that after You will after this Ship is gone give us a more Satisfactory Account of the transaction of the Bills above mentioned which You pass over in silence in this Your last letter ——— You put us under a Necessity of Mentioning Your delay on this Occasion or else Mr. Salomons would Naturaly impute it to us

we are Your[illegible]

Most Humble Servants
P. M.
A. R.

Gentlemen №4

The affair of Bills to Captain Kent was drawn by the particular orders of Mr. Michael Salomons and by his Letters of 1st January

1761 Mentioned too all the price of 11/ ff Pagoda, as to any Bills being drawn on him infavour of Captain Dale there never was any Transaction of that Nature to him Mr. Michael Salamons may draw therefore on him was intirely by his Orders as to Your pritending to impute to my delay the sending You the Account is Strange wrote You long since concerning this affair It is unjust in You to impute this omission if any there is to any neglect of mine since the accounts are furnished You in time to send Jeomain

Gentlemen

Your Most Obedient Servant

John Debonnaire

No 10 Fort St George 6th June 1763

Sir

If You will cast Your eye upon our Letter to You of the 11th April You will See that we thought it of Consequence that You should make no delay in Sending us the Invoice &c. we might have time to look into this affair with that attention and care which was necessary Your delaying it now that till our whole attention is taken up by Bussygnese which must inevitably be dispatched for this Ship, puts it out of our power to do any thing more at present than to receive the Invoices from You, and to send Copys of them forward which as tho it may be Consistent in us to do so can be but of little consequence as You say that they are but Copys of what Mr. Salamons must have already in his hands So it therefore unjust in us to charge this neglect to You, which tho as it is so palpable, that if we did not fix it where it ought to fall, we should be chargable with it ourselves which You cannot expect

As to the affair of the Bills we must delay that as well as the rest till this Ship is gone We are &c

Sir

Your very Humble Servants

P. Marriette

A Ross

Account of Damages Sustained by Mr. Michael Salamons in his dealings with Mr. John Debonnaire

Mr. Debonnaire promises by Letter dated 18th August 1761 to remit Mr. Salamons his returns by the prince Edward which Sailed the beginning of October 1761 at which time Mr. Debonnaire was in Cash on Account of Mr. Salamons Pagodas 1300 Mr. Debonnaire failing of doing so Mr. Salamons now demands Interest on the said Sum of Pagodas 1300 — from the time of the Departure of that Ship to the time he made the first remittance which was the beginning of the Month of April 1762 which is 6 Months at 8 ff Cent ff Annum Amounts to Pags ... 520 — —

Mr. Debonnaire in said Month of April 1762 Remitts to Mr. Salamons in Diamonds as apart of the said Sum of Pagodas 1300 — — the Amount of Pagodas 629 8 24 10 Mr. Salamons therefore Demands Interest on the Sum remaining in Mr. Debonnaire's Hands being Pagodas 3751 11 70 from the time of making the first remittance to the time of his remitting the said Ballance which was in the Month of October 1762 which is 6 Months @ 8 ff Cent ff Ann — 230 1 33

Carried Over Pag 750 1 33

Brought Over Pagodas ... 750 .. 35

Mr Debanaire at the Departure of the Hawke Captain Kent drawn upon Mr Salamons for the Sum of Pags 3224 .. 26 .. which Amount Mr Debanaire sends Diamonds at 11/ the Pagoda at the same time that he furnishes Captain Dale with Diamonds at 10/ the Pag.a now as the Directions to Mr Debanaire were not to draw at so high an Exchange unless the Diamonds were worth as much as he drew for now as the Diamonds for the said Amount of Pagodas 3224 .. 26 .. Sold for only 9/ the Pagoda Mr Salamons now demands the Difference which is Pags 336 .. .. ..

Mr Debanaire sent Mr Salamons Diamonds of the Warrent amounting to Pagodas 6232 .. 19 .. 4 which sold for 1/9 Lss the Pagoda than other persons Consignment at the same time Mr Salamons therefore now Demands the Difference thereon which is ..... Pags 1362 .. 13 .. 10

Pagodas 3149 .. 14 .. 45

Errors Excepted

Samuel Moses Junior

Attorney for Michael Salamons

Jurisdiction Cur
4th July 1765

The Answer of John Debanaire of Fort Saint George Merchant to the Bill of Complaint of Michael Salamons by his Attorney Samuel Moses Junior

This Defendant now and at all times hereafter saving Reserving to himself all manner of Benefit an Advantage of Exception to the many Errors and insufficiences in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised is materially for him to make Answer unto he Answereth and Saith he admits to be the Factor of the Complainants Father but denies that the Complainant sent or Consigned any Goods Merchandizes by this Defendant on his departure from England to Madras this Defendant denies to have ever received any Goods or Merchandizes from the Complainant on his own Account save and except moneys on Bepondentia to the amount Specified in the Account Current annext to this Defendants Answer where likewise the Remittances to the Complainant are also Set forth and this defendant further saith to the Charge of this Defendants not making Remittances so soon as he ought to have done this Defendant Answereth and saith that He did make such Returns or Remittances to the Complainant as time and Opportunity would permit and Diamonds could be procured for this defendant saith he was not only the Agent or Factor of the Complainant but the Factor of many other Merchants residing in England whose Trade laid in the very same Trade with that of the Complainants whose Money and Effects remained in this defendants Hands till such time as this Defendants could remit the same to his Employers in England and that at the time of such Remittances or returns made to the Complainant though not Equal to the Sums in the Hands of this defendant Yet such Returns were in proportion to the rest of those Merchants for whom this Defendant was Employed to illustrate which and to shew what little reason the Complainant has to charge this defendant with the detention of money this defendant hath affixed to this his Answer an Account of the several Sums of money than in his hands belonging to the several Merchants and the several Sums

of this Defendants Transactions regarding the Complainant And this Defendant further in Answer saith to the Matter alledged against this Defendant in the purchasing of the Diamonds sent to the Complainant that the Diamonds purchased and to the Complainant were then at that time agreeable to the Market Price and as to the quality of the same it was such as could be only then got and which Purchase was agreeable to the Orders laid down in the Letters of the Complainants Father to which Letters the Complainant Referred this Defendant for this Defendant to go by which Purchase this Defendant saith was agreeable to the Complainants order in his Letter to this Defendant of the fourth day of February One thousand Seven hundred and Sixty wherein the Complainants says "You will make me Returns by the first Ships or advice Boat in good Yellow Bourt Diamonds or any other good Assortments but desire You will prefer the first" Reference to such Letter when produced to this Hon^ble Court will more fully appear This Defendant further saith as to the Price charged to such Diamonds Purchased by this Defendant and sent to the Complainant with the Accounts thereof that such charge is the real and genuine market Price at that time paid by this Defendant to the Merchants there whose Certificate thereof when produced will more fully justifye the Correcty of this Defendants Purchase And this Defendant further in Answer to the Letter of the Seventh day of September One thousand Seven hundred and Sixty One that the Sums therein Charged to have been Received by this Defendant Objects thereto first to the Charge of One Thousand five hundred and Sixty five Pagodas Seven fanams and Six Cash said to be received of Webb of the London Indiaman and Secondly to the Charge of One Thousand five Hundred and Thirty Nine Pagodas four fanams and fifty five Cash of Pardon of the Ship Neptune he this Defendant never received the full Account of the said Bonds being Remitted by the Complainant to Mr Rawson Hart Boddam of Bombay Merchant who remitted only part of such Bonds to this Defendant in Conjunction with other Concerns this Matter being Sufficiently Answered vizt by the Letter of the Eighteenth day of August One thousand Seven hundred and Sixty One reference being thereunto had will more fully appear such Bonds not being the Sole property of the Complainant but the joint Property of Mr Peter Meilman of London Merchant and the Complainant

Remittances were made on Account of what this Defendant had received from Bombay as is particularized in the Account Current annexed And as to the Bond of the fifth day of October One thousand Seven Hundred and Sixty One for three thousand One Hundred and thirty Pagodas fifteen fanams and fifty Two Cash on General Account this Defendant Answereth and saith he never received either the Bond or money or any Effects in Lieu there of for this Defendant saith such Bond was Consigned to Messrs Hoare by and Hatfield of Bombay Merchants who never made any Payments to this Defendant on Account of the Complainant and this Defendant further saith to the Charge of his not making Remittances in proper time that such Remittances that were made by this Defendant were agreeable to the Produce of the Markets they not affording Sufficient to make good the whole of the same he this Defendant was to remit to England to all this this Defendants Employers therefore the behaviour of this Defendant in this matter this Defendant presumes was agreeable to Equity and good Conscience And this Defendant answereth and saith that he admits the Mangelam Weight is Computed at one Hundred & forty Three Carrats to One Hundred Mangelam and the Weights this Defendant purchases by he believes is agreeable thereto this Defendant having made use of one Set of Scales and Weights only since he has been in the Country being the very Same that the Complainants Father gave to this Defendant & this Defendant for further Answer saith he admits of Messrs Ross & Mariette to be the Attorneys Agents & Factors of the Complainants and that they did make such request to this Defendant agreeable to their Instructions from the Complainant & this Defendant further saith that according to the request of the said Attorneys of the Complainant in Answer to their Letter of the Thirty day of March One thousand Seven hundred & Sixty Three he this Defendant gave such Answer in Writing as is set forth in the Bill of Complaint which Answer this Defendant thinks is a Sufficient Refutation of what the Complainant alledges in his Bill of Complaint against this Defendant and an Evident proof of this Defendants intention of Settling all Disputes between him and the Complainant And this Defendant further in Answer saith to the Charge of Interest made by the Complainant for what Sums Remained in this Defendants hands belonging to the Complainant that

Complainant at Interest either for himself or the Complainant or any ways directly or indirectly made Use of the Complainant Cash as this Defendant did not receive any Orders from the Complainant what to do with such Cash as could not be immediately invested and remitted to England therefor this Defendant thinks himself entirely discharged from the Charge of the Complainant and so it appeared to the Attorneys of the Complainant as is plainly shewn in their Letters affixed to the Complainants Bill and this Defendant for further Answer saith to the Charge of five Hundred and Twenty Pagodas as the interest for thirteen thousand Pagodas that the same is wrong for admitting this Defendant to be obliged to pay Interest it could only arise on Ten thousand Pagodas as the whole Amount of the Complainant Cash then in this Defendant Hands at the time of the departure of the Ship Prince Edward neither did this Defendant receive any money for the Complainant till the fourteenth day of October following which was after the departure of the said Ship when this Defendant received by Bond on Captain Brooks of the Ship Hollermess One thousand Pounds and this Defendant further saith to the Charge of Five Hundred and thirty Pagodas One fanams and thirty five Cash the same is sufficiently Answered to by the reasons already given in this Answer & this Defendant further answereth and saith respecting the Sum of One thousand and thirty five Pagodas as the Defference of so much Cash to the Complainant upon the Sale of Diamonds sent by the Ship Hawke Captain Kent that agreeable to the Letter of the first of January in the Year One thousand Seven hundred and Sixty One from the Complainant he this Defendant purchased Diamonds to the Amount of five Thousand two Hundred and Seventy four Pagodas Twenty six fanams and Consigne them to the Complainant by Captain Kent to whom the Complainant was to pay such last mentioned Sum at the rate of Eleven Shillings for every Pagodas such Consignment being intirely disagreable to this Defendant as appears by this Defendants Letters of the Seventh of September One thousand seven hundred and Sixty One affixed to the Bill of Complaint and as to the Sales of such Diamonds the same may be owing to the Mismanagement of the Complainant and to the Assortment of Goods so particularly desired by the Complainant for the very same Year and

the Next such Assortment fell in their Estimation above 30 Cent as was Experienced by the Merchants there and in England And this Defendant further saith to the matter respecting Captain Dale that as this Defendants Engagements with Captain Dale were prior to the Complainants & before this Defendant was in Cash for the Account of the Complainant, such their agreements cannot avail the Complainant for what this Defendant did on Acct of the Complainant and was agreable to the Tenor of the Complainants Letter not only sent this Defendant but likewise to the Letter produced by Captain Kent from the Complainant, this Defendants of the several Letters annexed to the Complainants Bill to have been received, but saith that there are many omissions in the same which when compared with the Original will more fully appear and the Answer thereto to have been sent by this Defendant and this Defendant further saith that by the Letter of the Eighteenth day of August One thousand Seven hundred and Sixty One it does not appear that this Defendant made an Actual promise of remitting the whole of the Ten thousand Eleven hundred and Six Pag.s Nineteen fan.s but only the Sum of four thousand One hundred Pag.s Eleven fanams by the Prince Edward And this Defendant further Answereth and saith that he purchased the Goods of the Merchants thereby Name Nella Cauntacker & Gooulmandy for the Complainant and paid them ready Money and this Defendant further Answereth and saith to the testifying on Oath as to the worth of the Goods this Defendant bought he verily believes that such Goods so bought in their Estimation were agreable to the then Market Price which was then and is now the judgment and opinion of this Defendant and as to the Worth or the Superior Quality of other Dealers in the same Commodities this Defendant cannot make any Answer thereto as being entirely ignorant of such purchases And this Defendant further answereth and saith that he admits of the Affidavit of the Notary Publick but objects to the Sale of the Diamonds as being extravagantly inferior to their Estimation but this Defendant saith as an observation on this Subject that however inferior such Goods were to the Price Purchased at the Complainant then

to Lame but himself for the Neglect of sending to this Defendant the Price Current of these Assortments which had the Complainant done this Defendant might have taken other measures more advantageous to the Complainant interest, though in all probability the Complainant then would not have been Satisfyed as plainly appears in this behaviour to this Defendant, the Letters affixed to the Bill of Complaint acquainting the Complainant of every Circumstance that could profit the Complainant and the several Letters in Answer thereto shewing this Defendant and this Defendant for further Answer Saith that he hath no Money or Effects of the Complainants in his this Defendants hands and that he hath endeavoured to accomodate and settle all Matters and differences with the Agents of the Complainant and that the writing hereto annexed is a true and just Account of all the dealings for and on Account of the Complainant by this Defendant on his particular

All which matters and things this Defendant is ready to verify maintain and prove in such manner and form as this Hon'ble Court shall direct and humbly Prays to be hence released with his reasonable Costs and Charges in this behalf most Wrongfully sustained

John Debonaire

Chas. Bromley
Attorney for the Defendant

Sundry Accounts being the State of an Account in Cash with Sundrys the 8th April 1762.

		Remitted				In Cash		
April 8	Remitted in Bills Pagt.	4000	—	—	Joints Accounts with Joseph Salomons	3666	2	36
	In Diamonds	9133	25	20				
	In Diamonds	7137	6	—	Henry and P. Muilman	12325	30	—
	In Diamonds	636	6	—	Thomas Liddance	1121	30	—
	In Diamonds	1573			Hazzer Salomons	1575	26	76
	In Diamonds	6232	19	10	Michael Salomons	12960	9	—
	In Diamonds	4279	9	—	Peter Muilman	14339	27	—
	In Diamonds	3660	24	40	Henry Muilman	7108	25	40
	In Diamonds	1665	25	—	James Addams	3234	31	—
	In Diamonds	7811	17	—	Henry and P. Muilman James Addams Joseph Salomons	14773	—	—
		46181	26	70	In Cash Pagodas	153697	4	72

Madrass 9th July 1763

John Debonaire

Diamonds Bought of Nellecandaker

September	22	115 1/2	Mangelam Refuge	@ 3 3/8	389	29	20
		133 1/2	Small Refuge	@ 2 1/4	300	13	50
		337 1/2	3 in Mangelam	@ 5 7/8	1982	29	20
				Pagodas	2671		

Ditto Bought of Ditto

1761 February	13	565 3/4	Mangelam Small fine	@ 5 3/4	3250	6	60
		669 3/4	Ditto Large refuge	@ 4 3/4	3181	11	60
		1162	Ditto Yellowboard	@ 3	3486		
				Pags	9917		

Ditto Bought of Ditto

1761 April	3	900	Mangelam Large Refuge	@ 4 3/4	4275		
		1105	Ditto Yellow Board	@ 2 7/8	3196		
		319	Ditto Small Refuge	@ 2 3/4	877	13	40
		506	Ditto of Mangelam Stones	@ 7 3/8	3731	27	
		391	Ditto of Ditto 1/4 to 1/3	@ 7 1/8	3274	4	40
				Pagodas	15108	4	40

Ditto Bought of Ditto

1762 January	12	126 3/4	Mangelan 4	Mangelam Stones	@ 15 3/4	1996	10	20
		334 1/4	Ditto 2	do do	8 1/2	2811	4	40
		418 3/4	Mangelan 1/3	do do	8	3351		
		439 3/8	Mangelan 1	do do	7 1/2	3297	6	60
		340 5/8	Mangelan 5/8	do do	7 1/4	2467	17	10
		210 3/8	Mangelan 2/4	do do	7	1474	13	40
		242	4	in Ditto	6 1/2	1573		
		369		Refuge	4 7/8	2173	3	68
		566 3/4		Ditto	5	2833	7	

1762 May	23	189 1/2	Mangelans	2 in Mangelam	7	1326	12	
		255 3/4		Mangelam Size	7 3/8	1886	5	50
		153 3/4		2 Mangelam size	8 3/4	1340	33	60
		301		3/8 Mangelam	7 1/4	2182	9	
		197 1/2		4 in Mangelam	6 1/2	1283	27	
		133		1/3 do	7 3/8	1360	28	10
				Pagodas		9860	13	60
1762 July	21	640 to 813	Mangelam	1 5/8	8	6504		
		268 to 471 1/4	Mangelam	2	8 3/8	4182	12	30
		144 416		3	12 7/8	5356		
		42 158 1/4		4	15 3/4	2492	16	70
		464 291 3/4		3/8 Mangelam	7 1/4	2115	6	60
		512 214 1/4		1/2 Do	7	1499	27	
				Pagodas		22160	24	

Diamonds bought of Nellecandaker

1762 August	24	307 3/4		134 Stones	9 3/8	3039	4	10
		696 1/4		Small	6	4177	18	
		116		65	8 1/4	957		
		27 1/2		Roe Ramella	7	192	13	
		88 1/2		30 Stones	12 7/8	1139	15	60
		500		Refuge	4 1/4	2125		
				Pagodas		11630	16	70

Diamonds bought of Gocul Turwady

1762 January	12	449 1/2	Mangelam of Mangelam Stones		7 1/2	3371	9	
		529 1/4	Mangelan	3/8 Do	7 1/4	3837	2	21
		731	Mangelan	refuge Large	4 1/4	3106	27	
		289 3/4	Mangelan	2 Mangelam Stone	8 1/2	2446	27	
				Pagodas		12870	38	21
	19	222 1/4	fine Small		5 Pag	1111	9	

Madras 4th July 1765

Account of Consignments made to Mr. Michael Salomons.

					Pags.	Fs.	Cs
1759 October	16	Per Diligent packet			2673	00	00
		Commission			160	30	48
		a Bill for Ballance of			3	15	37
		Bought of Nellecantaker September 22 1759		Pagodas	2873	16	5
		Per Onslow Captain Hind					
1761 February	20	230 Mangelum Small fine	5 3/4		1322	18	00
		Commission			66	5	00
		Bought of Nellicantaker February 13th 1761		Pagodas	1388	23	00
		Per Warren Captain Glover April 8th 1762					
1762 January	12	321/4 Large refuge of Nellecantaker and Great Jamady	4 3/8		2832	18	00
	12	263 3/8 4 & Stones of Nellecantaker	7/4		1911	10	10
	19	139 Mangelum Small Diamonds & Great Jamady	5		695	00	00
	12	138 Mangelum 4 Jw Mangelum of Nellecantaker	6/2		897	00	00
					5935	28	10
		Commission			296	27	00
N.B.		321/4 Large refuge bought of Nellecantaker and Great Jamady 12 January 1762 all Ye Stones of 4/4 4 3/8 and 5 Pags. & Mangelum together come out all 4/2 & Mangelum the parcells being put together and Mixt		Pagodas	6232	19	10
		Per Fox Captain Stone October 31st 1762					
July	31	170 Stones 305 Mangelum of Nellecantaker	8 3/8		2706	21	40
August	24	47 Do 31/4 Mangelum of Nellecantaker	8/4		255	27	00
May Dat. 25 July	31	479 305/2 do of Nellecantaker	7/4		2214	31	40
August	24	fine Small 208/4 of Nellecantaker	6		1249	12	00
		Commission			6427	00	00
		Madras ye 9th July 1765			321	4	70
		John Debonnaire		Pags	6748	4	70

Errors Excepted
John Salomons

Per Ship Diligent Captain Hind

1759 October	16	Per Diligent packet			2673	00	00
		Commission			160	30	48
		a Bill for Ballance of			3	15	37
		Bought of Nellecantaker September 22 1759		Pagodas	2873	16	5

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Errors Excepted
John Salomons

Mssrs. Michael Salomons & Co.

Per Ship Diligent Captain Hind

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Errors Excepted
John Salomons

Mr. Michael Salomons Account with John Debonnaire

1764			£ s d	£ s d
Dec. 10	To a Bale Diamonds & Diligent Packet	20		189 5 5
21	To a Bale Diamonds & Pacific	1332	12	
21	To Commission	66	5	
	To Charges on gold & Jewels			1398 17 5
24	To a Bale Diamonds & Minerva	632		632
28	To a Bale Diamonds & Prince	658		658
31	To Balance			4019 12 5
				6949 15 10
	By Balance of Sundries			6949 15 10

E. & O. E.

London 1st July 1765

Errors excepted

John Debonnaire

Read and Filed
25th September 1765

The Replication of Michael Salomons of London Merchant by his Attorney Samuel Moses Junior of Fortsaint George Merchant, Complainant, to the Answer of John Debonnaire late of London Diamond Cutter and Jeweller But now of Fort Saint George Merchant Defendant

This Replyant now and at all times hereafter saving & reserving to himself all and all manner of benefit and advantage of Exception to the many Errors untruths imperfections and insufficiencies in the said Answer contained for Replication thereunto saith that all and Singular the matters & things in this Replyants Bill are true as the same are therein alledged and set forth and that the answer to the said Bill is entirely imperfect and insufficient in the Law to be Replied unto, and this Replyant further saith that the Defendant admits of being Factor to the Father but denies that this Replyant sent or ever signed any Goods to the Defendant but it is alledged by this Replyant in this Case drawn up in Europe by an eminent Attorney that he had Goods and Consignments of this Replyant to a Considerable amount in Goods and Respondentia Bonds, & further appears in Several Letters Exhibited in the Bill of Complaint and who Absolutely Objected against the Defendant dealings in a Scandalous Manner with their Imputations as the Defendant remitted by Capt. Hunt Bills for Six thousand two Hundred & Forty four Pags. & Twenty Six Fanams at the Exchange of Eleven shillings per Pag. & also by Captain Dale Bills for Seven Thousand Pags. at ten Shillings per Pags. at the same time had in his hands of this Replyants Thousand Eight Hundred & Fourteen Pags. three Fanams and Seventy Cash as appears by his Account Current dated thirty first October One thousand Seven Hundred and Sixty Two, but with Submission to this Honble Court it is to be Observed the Account Current of the same date which the Defendant delivered in to

of the Defendant especially in the Article of One thousand Pounds, received of Captain Brookes which he credits this Replyant in the Account sent him of the Second day September and in the same Account which was delivered into this Honble Court he gives him Credit for it so late as the Sixteenth October doubtless to make it appear he not having so much Cash in hand at the Departure of the Ships the Two Bills of Exchange are Produceable when Required, It gives this Replyant no little concern to say he believes the Defendant gave those Gentlemen such large Premiums with intent to secure the Captains Commission that he might turn this Replyants Cash to his own benefit, It is contrary to Equity & conscience & the custom & usage of Factor to his employer not to have employed his Commissioners money first thought he fallaciously asserts that it was very disagreeable to him to give so large premium for money, when it was at the same time at his own Option to draw or not, that premium by this Replyants letter to him that if he thought it would Answer such a Premium to draw on him otherwise to do it now with submission is it possibly, to be conceived, that any Person excepting he had some private View Record such Goods and of such Quality though the nominal Premium might be the same as the other factors sent, but the quality so bad which this Replyant Refers to the Affidavit of Abraham De Paiba, so consequently he must have known there must have sustained a great loss on the said Diamonds at so high a Premium this Replyant further begs the attention of this Honble Court how the Defendant could give Ten and Eleven Shillings per Pagoda when the Common Exchange is but Nine Shillings and Two Pence per Pagoda, in regard to the Defendants sundry Accounts in Cash, this Replyant cannot comprehend any thing but it is to Obscure the Cause, as it has no connection with the Matter in hand as well as his other Accounts delivered into this Honble Court, with Submission this Replyant shall refer to his Original Account dated the thirty first October one Thousand Seven Hundred and Sixty Two which he sent to this Replyant which as pretended differs very much from that delivered in this Honble Court of the same date for this inconsistency this Replyant refers to the Honble Courts Judgment As to the Defendants pretences saying he had made satisfactory returns to his employer in England it is Notoriously known to the contrary, for he has been talked of in a Publick Coffee House as being Neglectfull that way and Threatened to be called to Account when ever he came to England this Replyant further presumes the Defendant imputing the loss on the Diamonds being owing to the bad Management of this Replyant is falsely grounded for whoever knows this Replyant must be sensible He is no way defective in a sufficient knowledge in the diamonds business this Replyant humbly conceives that it is but a Vague and empty Plea of the Defendants to say that he did not Merchandize or put this Replyants money out at interest but the case in question is when he was possessed of so much money of this Replyants in his hand why did not the Defendant as a faithfull factor who ought to study the interest of his employer in investing those sums in Diamonds and Remit them home by the Ships but for this the Defendant has advanced a fallacious and artful excuse by saying he had not received the One thousand Pounds of Captain Brookes till the Sixteenth October but how inconsistent must the Defendant appear when as before said in his Account Current rendred this Replyant dated the thirty first October One thousand Seven Hundred and sixty Two he gives him credit for the said sum dated the second September what private point in view the Defendant had in deceiving this Replyant refers to the Judgment of this Honble Court

to Aver maintain and Prove as this Honble Court shall Direct and Humbly Prays as in and by his said Bill he hath already Prayed

William Cranmer
Attorney for the Replyant

Read and filed
12th Novemr 1765

The Rejoinder of John Debonaire to the Replication of Michael Solomons by his Attorney Samuel Moses Junior

The said Defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors Untruths and imperfections in the said Replication Contained and all and every the Matters and things Contained in his said Answer is certain True and Sufficient in the Law to be Answered unto in such manner and form as the same is therein and thereby set forth and Declared And for further Rejoinder the said Defendant saith the Replyant Summed to take the matter sufficiently into Consideration Concerning his being the

Farther of the Replaint but denies ever to have entred into an Agreement with the Replaint to that purport, but the said Defendant admits the Replaint did Consign to him Respondentia Bonds some time after his the said Defendants departure from England to this Place, And the said Defendant further says he will Verifye and prove by Letter of the first of January in the Year of our Lord One thousand Seven Hundred and Sixty One from the Replaint Michael Salomons regarding the bills drawn on him at Eleven Shillings the Pag.a that the same was done in Compliance to the Orders laid down in such Letter that being in Cash for the Replaint the said Defendant saith, that at that Time he could not justifie his sending him any Returns by Captain Hunt without drawing whereby Captain Hunt became Insurer the said Captain Hunt did not immediately go from hence to Europe but proceeded to Bengall and uncertain on what future Voyage the said Captain Hunt might have gone the said Defendant would have been liable to all Accidents that would have happened to the Goods sent And the said Defendant further says he absolutely denies that he ever drew Bills on the Replaint or any other person for his Account to the Order of Captain Dale a Sum of Seven thousand Pag.s at ten Shillings for every Pag.a or any other Sum besides the Sum of Pag.s Five thousand two hundred and forty four and twenty Six fanams and the said Defendant saith that he was in Cash at the departure of the Hanther Indiaman Captain Hunt on the behalf of the Replyant no more than the Sum of Five thousand Six hundred Pagodas and not Six thousand Eight hundred and Fourteen Pagodas three fanams and twenty Cash And this Defendant further saith to the difference in the Account Current respecting the Sum of One thousand Pagodas received of Captain Brooke so much taken Notice of by the Replyant which he says he was Credited for on the Second of September One thousand Seven hundred and Sixty one the said Defendant in Answer thereto begs leave to Explain that matter, that according to the Custom of some Merchants the said Defendant did Credit the Defendant on the said Second day of September for the Receipt of the Respondentia Bond, for the said Defendant Positively Asserts that the money was not received till the Sixteen the day of

required these Respondentia Bonds are seldom payable till thirty days after the Receipt of such Bonds & it frequently happens that the Captain of the Europe Ships seldom or ever make up their Accounts till Two or three days before their departure the said Defendant making Oath to his Accounts did in Consequence thereof Receive the same on this Extraordinary Suit and found this Circumstance of his not being in Cash till the Sixteenth day of October in the Year One thousand Seven hundred and Sixty One the said Defendant keeping in his Books as separate Title of Respondentia Bonds owing to the great Number he then received & this defendant further saith the reason of such Sums of Ten Shillings and Eleven Shillings for every Pag.a being given, was that the Captains stood Insurers for the Diamonds, as it was in the Time of War Ten per Cent was the least Premium given for Insurance, And this Defendant further saith to the Allegation concerning the Exchange of Nine Shillings and two pence for every Pagoda that it is very well known that the Exchange for every Pagoda upon Navy and Army Bills was ten Shillings without Risk and that few or None could draw at below a price as Nine Shillings and two pence for every Pagoda Excepting the Honorable Presidency at this Place whom granted but few Bills at that time the money that is advanced on Diamonds for Captains to Pay the Risks Demands some Attention of this Hon.ble Court since neither Freight nor Insurance are paid them, And the said Defendant further saith that to what the Replaint has asserted in his Replication concerning the said Defendant being talked of in a Publick Coffee house in an injurious Manner to his Discredit, the said Defendant humbly hopes this Hon.ble Court will not pass over the same in Silence, as such an Assertion is contrary to all Rules of Equity, in the prosecution of Suits in this Honorable Court the injury that the said Defendant sustains by so publick a Declaration being made and Recorded in this Honorable Court demands a Reparation suitable to the damage that the said Defendant sustains in his Capacity of a Merchant and therefore prays that the said Replaint may be put on his Proof to produce Testimony to support this Assertion or in default thereof such a Penalty inflicted on

saith that he cannot helpe Noticeing to this Honble Court the disposition of this Replyant that altho the said Defendant hath upon his Oath given a full clear and perfect Answer to every Matter and thing Setforth in the Bill of Complaint Yet such his Answer hath caused the Accounts that the Replyant is any ways Concerned in together with the Accounts of several others in order that the Replyant might be satisfied in every particular Yet the said Replyant cannot be still but must strike at the Character of the said Defendant in order if possible to make not only this Honble Court, but the whole World believe that the said Defendant was remiss in his Business though it plainly appears by the Accounts annexed to the Answer the Replyant had an Equal quantity of Diamonds in proportion to the money in the said Defendants hands with the rest of the Merchants for whom the said Defendant was Employed; therefore the said Defendant saith that his ready Acquiesence in Delivering his Accounts before this Honorable Court in the manner Required by the Bill of Complaint he humbly hopes is full & Satisfactory and that nothing but a Litigious disposition could have put the said Defendant to the Trouble and Expence of Proceeding any further All which Matters and things the said Defendant is ready and willing to verifie maintain and prove in such manner and Form as this Honorable Court shall direct and humbly prays as in and by his said Answer he hath already Prayed

Thos Bromley
Attorney for the Defendant

Read and Filed
17th Decr 1765

The Surrejoinder

of Michael Salomons of London Merchant by his Attorney Samuel Moss Junior of Fort Saint George Merchant Complainant, to the Rejoinder of John Debenaire late of London Diamond Cutter and Jeweller now of Fort Saint George Merchant Defendant

doth not think this Cause regularly at any Issue by reason of some new Matter arising from the Defendants Rejoinder, for which reason this Complainant thinks proper to Surrejoin, and Accordingly doth Surrejoin and Say that further without Submission this Complainant Observes how fallaciously and evasively the Defendant absolutely denies he ever drew Bills either on this Complainant or any other person on this Complainants account, to the Order of Captain Dale for Seven Thousand Pagodas at Ten Shillings per Pagoda, with submission to this Honble how inconsistent to truth the assertion is this Complainant will evidently make appear by part of the Original Bill of Exchange for Seven thousand Pagodas at Ten Shillings per Pagoda drawn on Joseph Salomons which will in due time be produced as an exhibit and though apart by accident has been torn Yet there is sufficient remaining to prove be Yond exception this Complainant further advances that the Defendants weak plea that it is the Customs of Merchants to give credit for Respondentia Bonds before the money is received is Notoriously known never to be practised by Merchants or ever allowed to be Merchantile proceedings and appeals to the Merchants here or any other place whether any Merchants can give credit before they have received, even for one day much less for forty four days, the Defendant further sets for the as his reasons for drawing at so great a premium as Eleven Shillings per Pagoda, was entirely Occasioned by the Captains having Answers and many Bills running at Ten Shillings Sterling, in Answer to which this Complainant reminds the Defendant that he has forgot that he declared in his Answer that it was with great regret and contrary to his inclination to draw so high a premium if that was the real case why did he not conform to this Complainants Order that if the Defendant did not think that the Premium would Answer by no Means to draw which is a Demonstration it was left at his own Option to draw or not, if so as he says it was contrary to his inclination in regard to so high a premium he must in consequence have been self convicted and sensible it would not have Answered the end of his employer which was acting contrary to his Orders, and which is fully evincing by this repugnancy to Order he must have had some other motive to induce him

that giving Diamonds to Captains since freight nor Insurance are paid them (Supposing the Defendant means the Honble Company) that this requires the attention of this Honble Court, this Complainant can only say as the Defendant professes such a regard to the Companys Interest why did he permit Captain Kent to take the Diamonds unregistered and to have concealed it so long from the Company as near Six Years, and not to have taken Notice of so material a circumstance but only on this Occasion In respect to the insurance this Complainant can make no Answer as he really does not conceive what the Defendant means by it as being not explicitive this assertion is only troubling this Honble Court with a matter that does any ways concern this Cause, As the Defendant is so resentful a manner he should take Notice of that part of this Complainants Replication relative to what was publickly Spoke of him in the Office House by one of his Consignors, and as the Defendant enquires approval of this Honble Court Judges it necessary this Complainant can obtain an Authentick Declaration confirming the same by sending for it to [illegible] and in the interim hopes it will not be allowed by this Honble Court to be any obstruction or protracting the Suit as this Complainant has been so great and long sufferer, if this Complainant had conceived the Defendant would have required such a Proof it should have been brought out long ago, but who could have apprehended the Defendant would have pleaded he had always acted to the satisfaction of his Consignors when it is a convincing proof to the contrary by his consignors having drawn their Commissions from him further this Complainant presumes he is not concerned what effect his Consignors declarations in the Office house may have on the Defendants general Character, all that is need full for this Complainant is relating to the cause in hand and to prove that the same words were spoken with Submission to this Honble Court what arrogance or assertion is it for the Defendant to Nominate this Complainant is litigious when at the same time it is evident he only endeavoured to recover the great loss that he had long sustained by the Defendants not making his returns in time, as he could and Ought to have done and further how vague and empty an excuse doth the Defendant make in saying that he could not put the Diamonds on

Captain Kents Ship on this Complainants Account without, if that was the case certainly he should not have given them to Captain Kent, but have returned them for his Consignors to be remitted home by the regular Ship that sailed from this place to England had the Defendant proceeded in this regular and Equitable manner that would indeed have indicated that he really was fervent in the Honble Companys interest as well as his Consignors therefore the Defendant need not be surprised as he expresses it that this Complainant should be so strenuous in this Cause

All which matters and things this Complainant prays may be Answered by the Defendant, and further Prays as in his Bill and Replication he has already Prayed

William Cranwell

John Sykes

Attornies for the Complainant

Read and Filed
21 January 1766

The Rebutter of John Debonaire to the Surrejoinder of Michael Salomons by his Attorney Samuel Moss Junior

The said Defendant to the prayer of the Surrejoinder of the above said Complainant in Answer thereto begs leave that the said Complainant may recur to the said Defendants Answer and his Rejoinder, where the whole of the said defendants defence is sufficiently explained neither is there any new Matter that induces the Complainant to Surrejoin otherwise than the want of Understanding by the Complainant in the several Assertions regarding Trade and Merchandize, nor is there one thing taken Notice of by the Complainant in his Surrejoinder but what is specified in his Replication and Answered unto by this Defendant in his Rejoinder the very Assertion respecting Captain Dale evidently makes it appear so the Complainant in his Surrejoinder agrees with the Defendant in this any matter for the Defendant saith he never drew Bills on the Complainant or any other person for his Account to Order of Captain Dale for the Sum of three thousand Pagodas at two Shillings [illegible]

This Complainant will evidently make appear by part of the Original Bill of Exchange for seven thousand Pagodas at ten Shillings a Pagoda drawn on Joseph Salomons what has Joseph Salomons to do with the Complainant or the Defendant respecting the present dispute therefore the said Defendant again saith that he never drew Bills on the Complainants Account to the Order of Captain Dale And the said Defendant further saith that it is a Custom among Merchants who understand their Business and who keep their Books regularly when a Number of Bonds Bills and other Articles of which Cash is not immediately received for the same are not withstanding Usually entred and brought to Account, in the same Case net proceeds of Account Sales of Goods are Carried to the Accounts of those to whom the Goods belong, though it often happens the factor is not in Cash for the whole and that there may become outstanding Debts remaining to receive, Notwithstanding the Factor has given Credit of the whole, is obvious to every Merchant, be this as it will as judge Yet the said Defendant was not in Cash for the Respondentia at that time & the said Defendant further saith that as it appears the Complainant is an Agreement with the matter relating to the Diamonds Sold Captain Kent that is commonly done when Gentlemen apply to the Diamond Merchants for Bills or Cargoe they give them a Bulse of Diamonds with a Draught on the Merchant in England which when he produces together with the Bulse they pay the Amount there in the present Case Captain Kent was not going immediately to England but to Bengal and as it was Conformable to the Orders of the Complainant he gave a Bulse to the said Captain Kent with a Draught at the Rate of Eleven Shillings for every Pagoda there the said Captain Kent stood to the Risk thereof in the Nature of an Insurer in Case the Diamonds had been lost the money would never have been received Whereas had the Diamonds been on the Risk of the Complainant he must have been obliged to insured his Risk or run the hazard himself & at this time when Captain Kent took up the Diamonds Premium of Insurance was ten p Cent And the said Defendant further saith that it was with great that he was Obliged to draw Bills on the Complainant at so high a Exchange but could this Defendant & Captain Kent the Bearer

Letter from the Complainant in a positive Manner wherein he the Complainant orders the Defendant to give him a Draught at the Rate of Eleven Shillings for every Pagoda this Letter the Defendant has not got to shew as Captain Kent was under some apprehensions respecting the Complainant therefore at his the said Captain Kents desire the let him keep it but that such a Letter really existed is evident by the Letter of the first day of January One thousand Seven hundred & Sixty one wherein the Complainant says "I have recommended the following Gentlemen to You (viz.) Captain George Kent Commander of the Hawke to purchase for him Rough Diamonds which You will deal with for Your Sea[son] on a Bill on Mast Thirty days Sight at Eleven Shillings p Pagoda for the amount of the Pag[o]s which said Letter under the Hand of the said Complainant is ready to be produced when required and two other Letters of the Thirty first December One thousand Seven Hundred and Sixty in one the Complainant desires the Defendant to give the Purser of the Hawke a Draught on him at the Rate of Ten Shillings for every Pagoda A further Observation the Defendant says that it appears the Apprehensions of Captain Kent were rectified by the dispute the Complainant came concerning him for had the Defendant not given the Open Letter back to Captain Kent in all probability the Complainant would not have paid his Draft but it evidently appears that such Draught was in Conformity to the Complainants express Orders And the said Defendant further saith concerning the Registry of Diamonds that he the Defendant did not Ship or cause to be Shipped the Diamonds but sold them to Captain Kent and whether he registered them or no was no Business of the Defendant and if the Defendant had sent any Diamonds unregistered it would only be done in Conformity to the Complainants Letter of the first day of January One thousand Seven hundred and Sixty One wherein he says "You will observe to give Underhand what You possibly can in order to prevent Registering" And the said Defendant further Saith that he could not pass over an Aspersion so injurious to his Character as the Complainant has set forth in his Pleading without some Notice nor does he mean to protract this Suit from coming to a Determination this Matter would have been finally Settled long ago had the Complainant permitted his former Attornies to have gone on as they had begun but the

evident by part of the aforesaid Letter of the First day of January One thousand seven hundred and Sixty One wherein he the Complainant recommends several Gentlemen to the Defendant as Consignors but requests the Defendant to give him the preference of better goods, which had the Defendant Complied with would have to fully Convinced him the Defendant, but on the Contrary the Defendant gave each party Appropriationable Share of the Goods Purchased which are bought as Cheap and as good as the judgement of the Defendant would permit, now by the permission of this Honble Court how Carefull and Circumspect this Defendant ought to have been in his several Transactions with the Complainant that very Letter of the First day of January One thousand seven Hundred and Sixty One plainly shews the Character of the Complainant without any discription of the Defendants And lastly the Defendant saith it appears very evident from the Surrejoinder of the Complainant that has indeavours are no more than to put the Defendant to all the Expence he possibly can and so far the Defendant is from protracting the Suit that from the Commencement of the Suit it has been his earnest wish to have the same decided as soon as possibly but how far the Complainants desire is the Surrejoinder will plainly shew as there are no observation in the same but what is Answered unto by the Answer And Rejoinder All which Matters and things the Defendant is ready to verify maintain and prove in such manner and form as this Honorable Court shall direct and humbly prays as in and by his said Answer he hath already prayed

John Debonnaire

Chas Bromley

Attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a Certain Cause wherein Michael Salomons by his Attorney Samuel Moses Junior is Complainant and John Debonnaire is Defendant

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

To Mr Macnamara Law and General Formally 2d Did You or either, and which of You sell the Defendant the Diamonds Inserted in the paper now shewn You, or any and which of them if Yea are the prices therein set forth the Real prices for which You sold the said Diamonds, were they not were the same sold to the Defendant for ready money or more they and if not were they sold for Bills of Exchange or upon any and what Credit, And how And how and in what manner were You paid for the same? The whole You know Relative to this matter fully and truly Declare

To both the Witnesses 3d Do You know of any other matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainant? if Yea Declare the same as You know have been Informed or do believe with the Reason of such Your Knowledge and Belief as fully as if You had been thereunto Particularly Interrogated

William Cranwell

John Sykes

Attorney for the Complainant

Sundry Accounts being the State of an Account in Cash with Sundrys the 2d April 1762

Remitted

April 8	Remitted in Bills Pagodas	1000			
	In Diamonds	1133 25 20	Joint Account with Joseph Salomons	3466 236	
	In Diamonds	7137 4	Henry & P. Muilman	12325 34	
	In Diamonds	686 6	Thomas Sillaine	1421 38	
	In Diamonds	1575	Eleazer Salomons	1575 26 76	
	In Diamonds	6232 19 10	Michael Salomons	12960	
	In Diamonds	4279	Peter Muilman	11809 24	
	In Diamonds	3660 24 40	Henry Muilman	7102 25 40	
	In Diamonds	1663 25	James Adams	3234 24	
	In Diamonds	7811 17	Henry & P. Muilman, James Adams, Joseph Salomons	11713	
		46181 21 70	In Cash Sagr	113467 1 72	

Madrass 9th July 1765

John Debonaire

This Paper writing was shown to Kistnapa and Gorul Sunnady at the time of their Examination before me in a certain Cause depending and at issue in the Honorable the Mayor's Court at Madrasspatnam wherein Michael Salomons is Complainant and John Debonaire is Defendant this 15th day of July Anno Domini 1766

Richard Latham

Diamonds Bought of Wellacon Sauther

September 22	115/2	Mangelin Visage	@ 3 3/8	388 29 20	
	133/2	Small Visage	@ 2/4	300 13 60	
	327/2	3 in Mangelam	@ 5 3/8	1782 29 20	
			Page	2673	

Ditto Bought of Ditto

February 15	565/4	Mangelam Small fine	@ 5 3/4	3250 6 60	
	669/4	Ditto Large Visage	@ 4 3/4	3181 11 60	
	1162	Ditto Yellow board	@ 3	3486	
			Page	9917	

Ditto Bought of Ditto

1761 April 3	900	Mangelam Large Visage	@ 4 3/4	4275	
	1105	Ditto Yellow Board	@ 2 7/8	3176	
	349	Ditto Small Visage	@ 2 3/8	837 13 40	
	506	Ditto of Mangelam Stones	@ 7 3/8	3731 27	
	391	Ditto of Ditto 1/4 4/5	@ 7 7/8	3079 4 40	
			Page	15100 4 40	

Ditto Bought of Ditto

1762 January 12	126 3/4	Mangelam	4	Mangelam Stones	15 3/4	1996 11 20	
	354/4	Ditto	2	Ditto Do	8/3	3011 4 40	
	418 3/4	Mangelam	1/3	Do Do	8	3367	
	459 7/8	Mangelam	1	Do Do	7/2	3397 6 60	
	340 3/8	Mangelam	5/8	Do Do	7/6	2469 14 10	
	210 3/8	Mangelam	2/4 in	Ditto	7	1690 12 40	
	241		4 in	Ditto	6/2	1873	
	369		Visage		4 7/8	2773 31 68	
	366 3/4		Do		5	2833 27	
				Pagodas		22776 5 50	

May 1762	25	189/32	Mangelum	2 in Mangelum	7	1326..	12.. ..
		235 3/4		Mangelum pcs	7 3/8	1886	5 30
		153/4		2 Mangelum pcs	8 3/4	1342	3 3 60
		384		5/8 Mangelum	7/8	2182	9.. ..
		197/32		4 in Mangelum	6/32	1282	2 9.. ..
		132		1/3	7/8	1848	2810
					Pagodas	9860	13 40
July 1762	31	640 to 813	Mangelum	1 3/8	8	6304	.. ..
		262 to 471/4	Mangelum	2	8 7/8	4182	12 30
		144 416		3	12 7/8	5336	.. ..
		42 138/4		4	15 3/8	2492	16 70
		464 291 3/4		5/8 Mangelum	7/4	2115	6 60
		512 214/4		1/2	Do	1	2 .. ..
					Pagodas	22114	2 .. ..

Diamonds Bought of Nellacantaukar

August 1762	24	307 3/4		136 Stones	9/8	3027	1 10
		696/4		Small	6	4177	18 .. ..
		116		63	8/4	937	.. .. ..
		27/32		Rock Rametty	7	192	18 .. ..
		28/32		30 Stones	12 7/8	1129	13 6 0
		300		Refuge	4/4	2125	.. .. ..
					Pagodas	11630	16 70

Diamonds Bought of Gocul Jemmady

January 1762	12	469/32	Mangelum	of Mangelum Stones	7/32	3391	9 .. ..
		329/4	Mangelum	5/8 Do	7/4	3837	2 20
		731	Mangelum Refuge	Large	4/4	3106	27 .. ..
		289 3/4	Mangelum	2 Mangelum Stones	8/32	2446	23 .. ..

Diamonds Bought of Gocul Jemmady

January 1762	12	222/4	fine Small		5	Pagodas	1111.. 9.. ..

Madras 9th July 1765

John Debonaire

Account of Consignments made to Mr. Michael Salomons per Diligent Packet

				Commission			2673 .. ..
				a Bill for Ballance of			140 30 10
							3 15 20
						Pagodas	12817 16 30

Bought of Nellacantaukar Sept. 22d 1759 Per Onslow Captain Rind

February 1761	20	230	Mangelums Small Fine		5 3/4		1322 18 .. ..
				Commission			66 5 .. ..

Bought of Nellacantaukar Feby 12th 1761 Per Warren Captain Glover April 8th 1762

January 1762	12	521/4	Large Refuge of Nellacantaukar and Gocul Jemmady		4/4		2432 10 .. ..
	12	263/8	417 Stones of Nellacantaukar		7/0		1911 10 10
	19	139	Mangelum Small Diamonds of Gocul Jemmady		5		695 .. .. ..
	12	138	Mangelum	4 in Mangelum of Nellacantaukar	6/32		897 .. .. ..
							5935 28 10
NB		321/4	Large Refuge bought of Nellacantaukar and Gocul Jemmady 12 January 1762 at the Prices of 4/5 4/8 and 5 Pagodas p Mangelum together came out at 4/3/5 p Mangelum the Parcells being put together and Mixt		Commission		296 25 .. ..
						Pagodas	6232 19 10

Mayors Court at
Madraspatnam

Between Michael Salomons by his Attorney Samuel Moses Junior is Complainant and John Debonnaire Defendant

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

Gocul Serwady of Madras Merchant Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 12th day of April 1766 Sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Conapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as Followeth

Cd 1 To the first Interrogatory this Deponent saith he has known the Complainant 15 Years and the Defendant 6 Years or thereabouts

Cd 2 To the Second Interrogatory this Deponent saith he did sell the different sorts of diamonds as inserted in the Paper, now read and explained to him the particular Quantity he cannot recollect — that the prices therein set forth are the Prices for which this Deponent sold the said Diamonds they were sold to the Defendant by this Deponent for ready money — more this Deponent deposeth not to this or to the last Interrogatory

Richard Latham
Examiner

Interrogatories to be Administred to Kisnapa Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein Michael Salomons by his Attorney Samuel Moses Junior is Complainant and John Debonnaire is Defendant

Cause If You, How long have You so known them or either and which of them declare

Cd 2 Do You or do You not know whether Nellacandaiher sold the Defendant the Diamonds mentioned or Inserted in the Paper now Shown You or Any and which of them. If Yea, are or Are not the Prices therein Set forth the Real Prices for which He so sold the said Diamonds? If not at what Price or Prices were the same so Sold? were not the same Sold to the Defendant for Ready money If not were they or were they not Sold for Bills of Exchange or upon Any and what Credit and how and in what manner and when and how long after the same were so Purchased did the Defendant Pay for the same? the whole of these matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare.

Cd 3 Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the matters in Question in this Cause that may tend to the benefit or advantage of the Complainant If You Declare the same as You know have been Informed or do believe with the Reasons of such Your Knowledge and belief as fully as if You had been thereunto Particularly Interrogated

Will^m Cranmer
John Sykes
Attornies for the Complainant

Mayors Court at
Madraspatnam

Between Michael Salomons by his Attorney Samuel Moses Junior is Complainant and John Debonnaire Defendant

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

Kisnapa of Madras Merchant Aged 35 Years or thereabouts being produced as a Witness in this Cause, on the part of the Complainant was on the 15th Day of July 1766 Sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Conapah who left a note of the Name Title and Place of

and Examined deposeth as Followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainants Years and the Defendant 8 Years or thereabouts.

2d ..... To the second Interrogatory this Deponent saith Mallacantacher did sell the Defendant the Diamonds, mentioned or inserted in the Paper now shewn, and explained to him for ready money and the prices as therein mentioned — more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Latham

Examiner

1761 For 7000 Pagodas

Delivery To You or order of

March 6th HMS No 3 and the Sealed

pay to Capt. James Dale or 5 pagodas

at ye rate of ten Shillings per

agreement with him from

Your Obdient

Servant

John Debonnaire

Don

Michael. Solomons

1758			
Jan 14	By sundrys Rubies & Diamonds as p Bill No 2	1324 12	
	By Cash	6	
Feb 13	By Mr Jn° Cranch for Rupees on Ship Success	4402 25	
Mar 20	By Do. for Rupees p° Hawke	5689 24	
	By Bill on Smith RH Calcutta Sundrys	4102 1	
June 30	By Do. Rupees Credit carried to Ballance	4809 24	
July 2	By ditto carried to Cr Cash A/c	2813 21	
		Pagodas 28869 22	

Madras 31st Augt 1761

Errors Excepted

John Debonnaire

Abraham Da Paiba of the City of London in the Kingdom of Great Britain Sworn Brother Michael Salomons of Gould Square Crutched Fryars London Merchant and Philip Levy Book keeper to the said Michael Salomons severally make oath and say and first the said Abraham De Paiba for himself Saith that he did on or about the twenty Ninth day of May One thousand Seven hundred and Sixty One Sell to Messrs Gompertz and Hyman of London aforesaid Merchants a Parcel of Diamonds containing as follows (to wit)

1285 Pieces	at	119 Mas	5 3/4 per Cent amounting to 1146 Pagodas
4 Pieces		226	3 1/2 per Cent	771
			1917

Which Parcel was in and by the Invoice thereof called or described to be fine Goods and were so Sold about And the said Abraham de Paiba for himself also saith that the said Goods did in and by the Invoice whereby they were sold appear to have been Consigned to by or from John Debonaire of Fort St George in the East Indies & the said so purchased the said Parcel about as aforesaid they afterwards on opening the said Parcel found the same so bad and very different from what they were described to be in the Invoice that they the said Messrs Gompertz and Hyman offered to give him the said Abraham De Paiba One hundred Pounds if he would let them off discharge them from the purchase of the said Parcel which the said Abraham De Paiba refused to do And the said Abraham De Paiba for himself also further Saith that he did on or about the latter End of October One thousand Seven hundred and Sixty two receive from the other Deponent Michael Salomons an Invoice of another Parcel of Diamonds containing as follows (to Wit)

46 Wt	1st sort	321 Mas @	4 3/4 Pagodas	2432 " 18 "
	4 7 pcs	263 Mas @	7/4 D°	1911 " 10 "
	2nd	109 Mas @	5	698 " "
	4 in R	138 Mas @	6/2	891
				5935 " 28

of the said Michael Salomons and to have been Consigned to him by the aforesaid John Debonaire and which said last mentioned Parcel this Deponent offered to Sale and after having repeatedly offered the same to Sale there was and any person or persons who offered this Deponent any price although the said Deponent Abraham De Paiba did at the same time he so offered the said last mentioned Parcel from the said Debonaire to Sale sell their Goods & their Persons by the Invoices thereof for Eleven Shillings and Eleven Shillings and four pence P Pagoda And the said Deponent Michael Salomons and Philip Levy each speaking for himself severally make Oath and say that the said Michael Salomons did afterwards Sell the said last mentioned Parcel upon at and for the price or Sum of Nine Shillings P Pagoda and no more whereby this Deponent Michael Salomons was greatly Suffer

Abm De Paiba

Sworn before me this 8th day of February 1764 Wm Bridgen

Michl Salomons

Philip Levy

I Moses Schomberg Notary and Tabellion Publick by Royall Authority duly Admitted and Sworn residing in the City of London Do hereby Certify and Attest that the above signatures purporting Abm De Paiba Michael Salomons and Philip Levy are the proper hand writings of Abraham De Paiba of the City Sworn broker Michael Salomons of Gould Square Crutched Fryars London Merchant and Philip Levy book keeper to the said Michael Salomons Known to the said Notary well known / they having respectively signed the same in my Presence / That the other Seal purporting Wm Bridgen Mayor is of the proper hand writting of The Robert Honorable William Bridgen Esqr Lord Mayor of the said City of London who Administred the Oath accordg to due form of Law unto the said Abraham De Paiba Michael Salomons and Philip Levy respectively and in Witness of the truth did also Sign and Subscribe the same in presence of me the said Notary and to the End that it may so appear in time and place convenient at the request of the said Michael Salomons I have granted these Presents under my Notarial Signature and Seal of my Office in London aforesaid the Ninth day of February One thousand Seven hundred and and Sixty four

List

In Testimonium Veritatis

Moses Schomberg

No 17 Ab

1764

We the undermentioned Publick Notaries of the City of London Do hereby Certify and Attest That Mr. Moses Schomberg by whom the Instrument on other Side is Signed is a Notary Publick of the said City and to all his Acts Writings and Instruments full faith and intire Credit is given in Co Judgment and thereout London the 9th day of February 1764

Salomon Da Costa

Not Pub

1764.

Nella Saunderson &
Kistnapah his Book keeper
Gocul Seirwardy

Interrogatories to be Administred to such Witnesses as shall be produced, Sworn & Examined in a Certain Cause depending and at Issue in the Hon^ble the Mayors Court at Madras patnam Wherein Michael Salomons of London Merchant by his Attorney Samuel Moses Sam of Madras Merchant is Complainant And John Debonaire late of London Diamond Cutter and Jeweller but at present of Madras Merchant Defendant

Interrogatories to be Ministered to the Witnesses

1st ... Do You know or do You ned know the Parties Complainant and Defendant in the Title of these Interrogatorys named if Yea, how long have You known them or either and which of them Declare

Same 2d ... Do You know or do You

Tell the Witness 3d ... Do You know or can You set forth any other Matter or thing that may tend to the Advantage and Benefit of the Defendant, to which You have not here before been particularly interrogated to if Yea, the same to the best of Your Knowledge Remembrance and Belief, Declare

Chas Bromley
Attorney for the Defendant

now produced and Shewn to You at this the time of Your Examination, or how much thereof, are just and true, and whether the Several Articles therein Specified were bought of You or whom else by Name, And whether such said Diamonds &c are agreeable to the then Market Price, and whether did the said Defendant John Debonaire pay You for the same or whom else on Your Account, And whether was such payment made at the time of the Purchase or what other time, and if not at the time of the Purchase then how long after, And whether any and what Credit is usually given to the Merchants that purchase the Diamonds of You And whether the Credit, if any given to the Defendant was agreeable to any Custom that is usual and Customary upon the like Occasions the whole You know touching or Concerning this Interrogatory particularly Set forth and Declare to the best of Your Knowledge Remembrance and Belief

Diamonds Bought of Neulacantaker A

1760									
September	22	115 1/2	Mangelum Refuge	@	3 3/8	389	29	20	
		133 1/2	Small Refuge	@	2 1/4	300	13	40	
		327 1/2	in Mangelum	@	3 3/8	1982	29	20	
	11								2673 -- --
1761									
February	13	565 1/4	Mangelum Small fine	@	5 3/4	3250	6	60	
		669 3/4	Ditto Large Refuge	@	4 3/4	3181	11	60	
		1162	Ditto Yellow Board	@	3	3486	--	--	
	12								9917 -- --
April	5	900	Mangelum Large Refuge	@	4 3/4	4275	--	--	
		1105	Ditto Yellow board	@	2 3/4	3175	--	--	
		319	Ditto Small Refuge	@	2 3/4	837	13	40	
		306	Ditto of Mangelum Stones	@	7 3/8	3731	27	--	
		391	Ditto of Ditto 4 4/5	@	7 7/8	3794	40		
	12								15100 4 40
1762									
January	12	126 3/4	Mangelum 4 Mangelum Stones	@	15 3/4	1996	11	20	
		354 1/4	Ditto 2 Ditto Ditto	@	8 1/2	3011	4	40	
		418 3/4	Mangelum 1/3 Ditto Ditto	@	8	3347	--	--	
		459 3/8	Mangelum 1 Ditto Ditto	@	7 1/2	3297	6	60	
		360 3/8	Mangelum 5/8 Ditto Ditto	@	7 1/4	2469	19	10	
		210 3/8	Mangelum 2 1/4 in Ditto	@	7	1474	13	40	
		242	4 in Ditto	@	6 1/2	1573	--	--	
		569	Refuge	@	4 7/8	2773	31	40	
		566 3/4	Ditto	@	5	2833	27	--	
	11								27776 5 30
1762									
May	25	189 1/4	Mangelum 2 in Mangelum	@	7	1326	18	--	
		258 3/4	Mangelum pce	@	7 3/8	1886	5	30	
		153 1/4	2 Mangelum pce 80	@	8 3/4	1340	33	60	
		305 5/8	Mangelum	@	7 1/4	2182	9	--	
		197 1/2	4 in Mangelum	@	6 1/2	1283	27	--	
		133 1/3	D	@	7 7/8	1840	28	10	
									9860 13 40
July	31	640 to 913	Mangelum 1 5/8	@	8	6304	--	--	
		268 to 471 1/4	Mangelum 2	@	8 7/8	4182	12	20	
		144 416	3	@	12 7/8	5336	--	--	
		42 158 1/4	4	@	15 3/4	2492	16	70	
			3/8						

1762									
July	31	512	214 1/2		1/2 Mangelum	7	1499	27 --	22166 27
August	24	307 3/4	134 Stones at			7/8	3039	4 10	
		696 1/4	Small			6	4177	18 --	
		46	65			8 1/4	957	-- --	
		27 1/2	Rae Ramelles			7	192	18 --	
		88 1/2	30 Stones			13 7/8	1139	15 60	
		500	Refuge			4 1/4	2125	-- --	
						Pagodas			94106 30

This Paper writing was shewn to Ristnapah and Gocul Jerwady at the time of their Examination before me, in a Cause depending in the Mayors Court at Madrasspatnam wherein Michael Salamons by his Attorney Samuel Salamons Junior is Complainant and John Debenaire of Fort Saint George Merchant is Defendant this 18th day of December 1766

Henry Crawford
Examiner

Diamonds Bought of Gocul Jerwady B

1762								
January	12	449 1/2	Mangelum of Mangelum Stones		7/2	3371	9 --	
		529 1/4	Mangelum	5/8	D	7 1/4	3837	20
		731	Mangelum Refuge Large			4 1/4	3106	27 --
		289 3/4	Mangelum 2 Mangelum Stones			8 1/2	2454	27 -- 13870 38 20

Diamonds bought of Gocul Jerwady

1762						
January	14	222 1/4	fine Small		5 Pag.s	111 9 --
					Pagodas	13982 5 20

Madrass 9th July 1765
John Debonaire

This Paper writing was shewn to Gocul Jerwady and Ristnapah at the time of their Examination before me in a Cause depending in the Mayors Court at Madrasspatnam wherein Michael Salamons by his Attorney

Mayors Court at
Madraspatnam

Between Michael Salomons by his Attorney Samuel Moses Junior Complainant and John Debonnaire Defendant

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

Neelacantaukier of Madras Diamond Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 4th day of January 1767 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Canapah who left ansr of the name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as Followeth

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

2d ..... To the Second Interrogatory this Deponent saith He was the Person who sold to the Defendant the Diamonds mentioned in the Account now produced & explained to him, and further more that no one else but him did sell the quantity specified He likewise saith the Defendant did pay him ready money at the time he Purchased the Diamonds / being unusual to sell them on Credit only with a deduction of two p Cent which is a Customary Allowance & more saith not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between Michael Salomons by his Attorney Samuel Moses Junior Complainant and John Debonnaire Defendant

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

Kistnapah of Madras Merchant Aged 36 Years or thereabouts being

15 day of December 1766 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Canapah who left ansr of the Name Title and Place of abode of the said Deponent & afterwards on the same day being Sworn & Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 12 Years, and the Defendant 8 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that the Account now shown to him and explained he believes to be just all tho he cannot recollect the exact quantity of Diamonds sold the Defendant or the Sum paid by him for the same but this he deposeth that having seen a Copy of this Account before Which the Defendant sent to this Court, he the Deponent compared the said Account with one he had by him, and which was made out at the time the aforesaid Diamonds were sold, and found that they agreed with each other — He further deposeth that the whole quantity of Diamonds said to contain in the Account Marked A were sold to the Defendant by Neelacantaukier only and no one else, and he believes, but cannot justly affirm, that the quantity mentioned in the other Account Marked B were sold by Gocul Tarwady to the Defendant — He this Deponent further saith that it is not usual or Customary to sell Diamonds on Credit, and that the above mentioned Diamonds were sold for ready Money, the Defendant only deducting 2 p Cent at the time of Payment, which is an established Custom and more saith not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between Michael Salomons by his Attorney Samuel Moses Junior Complainant and John Debonnaire Defendant

Gocul Tarwady of Madras Merchant Aged 60 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 15th day of December 1766 shewn at the Office of Mr. John Sykes Attorney for the Complainant by Canapah who left ansr of the name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he was credibly informed

hing, but cannot for certain declare the exact quantity of Diamonds to
purchased or the Amount of the Sum paid for them — He further deposeth
that the quantity said in the Account to be bought of himself, is right, as
well as the sum he received for them — that these Diamonds were not
sold to the Defendant, either by him (the Deponent) or Metcan[illegible]bers, on
Credit, it not being usual but that they had immediate payment for
them, deducting only the Customary allowance of 2 ℔ Cent. and more
this Deponent saith not to this, or to the last Interrogatory

Henry Crawford

Examiner

Mr. John Debonnaire

London the 31st December 1760

Sir

I Refer to what I write You By the Company
Packet the Bearer of this is my good Friend Capt. Jackson Commander
of the Pitt whose Interest I Recommend to You. it may happen Capt.
Jackson should desire You to procure him Diamonds and to Give him
Your Bill for the Amount of the Diamonds on me to pay by the Delivery
of the said Diamonds at ten Shillings ℔ Pagoda, which Youll Execute
in the best manner and Remain with wishing You health and
happiness on the Ensuing Year and many following from

D. Sir

Your Most Humble
Servant
Mich. Salomons

Mr. John Debonnaire

Sir

London the 31st December 1760.

I Refer to what I write You By the Comp. Packet
the Bearer of this is my good friend Mr. Robt. Dobinson, Purser of the Northumberland
Capt. Geo. Kent Commander who intends Returning

Mr. Debonnaire should desire You to procure him Rough Diamonds and
to give him Your Bill for the Amount of the Diamonds on me to pay
By the delivery of the Diamonds at Ten Shillings ℔ Pagoda Youll
Execute the same in the best manner. Remain with Wishing You
Health and happiness on the ensueing Year and Many following from

D. Sir

Your Most Humble
Servant
Mich. Salomons

Mr. John Debonnaire Jn
Absence to Messrs. Nicholas and Daniel Mosse

London 1st January 1761

Dear Sir & Worthy Friend

Inclosed I send You a Letter which I had written to
You the 26 May last and delivered the same to Mr. James Adams, who forgot to
send it by the M/S Worthington then departed from hence to which I refer since
am favoured with Your most esteemed of the 6 August and 28 October 1760 in
the last an Invoice and Bill of Lading for 1 Bales of Diamonds for Pags.
2673 ℔ the Diligent Packet Capt. Peter Mackshain, which have Recd. and
noted Your Accot Current in Conformity for Pagodas 2887. 14.5 against my Debt
on the Calcutta for £ 1080 @ 7/. 8 ℔ Pag is Pags. 2887. 14.5. The parcel of 48 3/4
is 337/2 Mangeline was not so fine as You mentioned in Your Invoice and
rided a great deal of refuge among them, The Quality of the Goods which Mr.
You the Received from Your place are much better the at the same price Youll
observe the follow. prices this

Good Yellow berle Large Cost at	Your Place	2/4	Pags. ℔ Mangeline, valued		29/41
	Do.	7	Do.	Do.	Do. 54 55 Do.
485 Grainer fine	Do.	7/4	Do.	Do.	Do. 56 57 Do.
6 Do. Do.	Do.	8	Do.	Do.	Do. 58 59 Do.
10 Do. Do.	Do.	4	Do.	Do.	Do. 31 — — Do.
Refuge Large and fine	Do.	3	Do.	Do.	Do. 27 — — Do.
Do Large and good					

These are very nigh the prices there at this present time Alth. at the juncture
the Trade is dead Dear friend I must beg of You when You read this Letter

is Your Bosom friend and as a Merchant of the City of London well knows to You the Value of Money at this present Conjuncture Your Government who daily have a Call for Money so that I can gain here 15 ℔ Cent ℔ Annum thereby but flattering myself & depending on such a good friend as You do therefore make You nevertheless further Consignments not doubting Your best endeavours to procure my advantage on which I depend and Likewise expect an appreperance from You Especially as I have Recommended to You my Intimate friend Peter Muilman Esqr for whom I procured £2000 on the Earl of Holdernesse Captain Robert Brooke and shall procure £2000 more by some of the Ships that shall go out this Year on which You may depend Likewise my friend Thomas Le Blanc Esqr for whom I procured a Bond for £500 on the Hawke purser & Surgeon & the said Gentleman will further Consign to You a Chest of Coral which is detained at Rotterdam by Contrary Wind and therefore Cant go by this Ship but will go by the Earl of Holdernesse Dear friend You may depend on the above Gentlemen Continuing their Consignments to You, All tho You give me the preferance of better Goods for they Trade merely for Employment sake and by my desire which I do to Serve You Nevertheless Recommend Your Serving them well

I have seen Your Invoice which You sent to Mr Duval & Captn Maclashin for Coloured Stones and pearls and likewise to the Rough Garnets of Captn Maclashin, Youll invest for my Account the value of 300 or 500 Pagos in such like pearls as You sent Mr Maclashin preferable to any other Article on which I depend and likewise Send me in a Chest the Amount of 500 Pagodas in Garnets but they must be some what large than those I Bought of Captn Maclashen and my Father, There are some other assortments which my Father Particularly ordered I must have of the same assortment the Value of 300 Pagodas Youll observe to give under hand what You possibly can in order to prevent Registering I dont doubt Your punctually following every order therein give You for as I intend to enlarge every Year my Commission therefore as a good friend I give You notice thereof for as the India Business is no mystery to any, unless I find I am served very well I shall be obliged to Send some body for me and my friends Account who will be obliged to execute my orders Therefore Recommend to You Short Letters and to the

no Excuses but depend on my returns ℔ the first Ship or Advice Boat as I Insure on Ships, Ships or Advice Boat, I have Recommended the following Gentlemen to You / by a Letter / Viz.t

Captn George Hunt Commander of the Hawke to purchase for him Vought Diamonds / which You will Seal with Your Seal / on Bill on me at 30 days Sight at 10 ℔ Pagoda for the Amount of the Pagt Likewise to the Purser of the said Ship Mr Robt Dobbinson to purchase Vought Diamonds for him / Sealed with Your Seal / on a Bill on me at 30 days Sight at 10 ℔ Pagt And Likewise Mr Joseph Jackson Commander of the Pitt to purchase for him Vough Diamond / Sealed with Your Seal / on a Bill on me at 30 days Sight at 10 ℔ Pagt Please to observe Unless You can Calculate that I shall be a Gainer by the Purchasing of the said Diamonds against the price You draw, Youll desist therefrom and by none for them that I may not become a Sufferer thereby Inclosed I send You Invoice and Bill of Lading for 1 Box of Diamonds and Emerald Amounting as ℔ Invoice to £654 9 1 to say Six Hundred fifty four Pounds nine Shillings & One Penny marked MS No 1 ℔ the Hawk Capt George Hunt half thereof being £327 4 6½ is for Account of Peter Muilman Esqr the Brilliants at this Cheap are Exceeding fine and the Diamond Sprig is a perfect beauty, the Emeralds are likewise good & fine and Cheap. the 12 Diamond Hoop Rings are the same I send You the prime Cost to Cause no delay, that You may dispose thereof and send us the returns Immediately in Vought Diamonds, Youll inform me what sort of Loose Diamonds or made up Sprigs &c. will Answer at Your place, & You may depend on Receiving the same by Answer to Your Letter, I am informed that those Goods Sell exceeding well a Bengall Inclosed I remit You for my Account the following Bonds Viz.t

£ 1000
500
1500
105 for 7 ℔ Cent
1605 ..... @ 7 8 ℔ Pagodas ..... Pags 4186 20/23
1000
605 on Joseph Jackson and John Miller of the Pitt
1605
128 for 8 ℔ Cent ..... @ 7 8 ℔ Pagoda 4507 9/23
4728
500 on Jos Hall and Robt Dobbinson of the Hawk Geo Hunt Comr
45 for 9 ℔ Cent 4421 9/23

Please to observe that Captn George Kent and Sr: Hall and Robt Dobbinson have their option to pay their Bonds either to Your Attorney at Bengal, if so happen each of them must advance 2 ℘ Cent for such Payment at Bengall and they must do good all difference of Exchanges betwixt Bengall and Your Place with Commission Charges &c besides the 2 ℘ Ct advance, that You will receive the full Amount in Gold Pagodas, as Youll find Specified in their Respective Bonds I Expect my full Returns in Rough Diamonds for the above ℘ the first Ships or advice Boat and if it should happen that the Ships should be Ready to Sail for Europe and You should not have Received the abovementioned monies Youll nevertheless send me the Amot in Rough Diamonds and Charge me Interest on the same on which I depend, I am in Contract with a friend of mine to purchase a Ship and Cargo to the Amot of £ 25000 which is to go to Bombay, and are to Remit You the Amount I shall by the March Ships advice You of the Success, if that should not Succeed You may depend on Receiving large Remittances from me by those Ships I have a Chest of Coral which will send You and hope will meet with Success all the large Quantities are Shipd for Your place as Youll perceive ℘ the Register. Youll take no Notice to any Person whatever, what I write or what You send me and Youll be sure to send me as good a Sortment as You do to my Father Mr Joseph Salomons and Slip no opportunity of Giving me advices either by Sea or Land and even give the Pursers Letters in their Pockets for me, for I value no Charge on such Occasions and above all I Repeat once more, that I expect my full Returns by the very first Ships or Advice Boat for Punctuality and Dispatch of Returns is the Life of Trade. Herewith Conclude wishing You a Happy new Year in Company with Your Lady and every joy and prosperity that Your Hearts can desire Attend You and Yrs

Dear Sir & Friend
Your most Humble Servant
Michael Salomons

P.S
All the Inclosed You herein Some Peices of Diamonds Yet Youll act for me as You do for my Father Mr Salomons Joins with me in her best Compliments to You & Your good Lady

Register of Diamonds and Precious Stones Licensed by the President and Council of Port Saint George to be shipped for England on the Onslow

Consignment by	Marks & Numbers		By whom Consigned	To whom Consigned	Value		
1 Bale of Diamonds	F LL	13	George Pigot Esqr	Messrs Jacob Mosyn & Raphael Franes	2953	4	3
1 Ditto	AH	18	Ditto	Ditto	1462	24	26
1 Ditto	F LL	24	Nichs & Dan Morse	Messrs Jacob Mosyn & Raphael Franes	2219	—	50
1 Ditto	FS	1	Ditto	Ditto	490	18	—
1 Ditto	MS	2	Nicholas Morse & John Debonnaire	Messrs Joseph Salmon & Henry Muilman	1074	14	42
1 Ditto	CB	1	Nicholas Morse	Charles Baddam Esqr	197	2	20
1 Ditto	FW CB T		Charles Bourchier	Jose Westcott Esqr	2745	—	—
1 Ditto	Wc	1	Ditto	Messrs Jose Westcott & William Colston	5638	4	40
1 Ditto	Ditto	19	Danl Morse & John Hollond	Mr Judah Isquire	2110	32	30
1 Ditto	Ditto	20	Ditto	Ditto	1027	16	41
1 Ditto	MSQ	2	Ditto	Ditto	2122	7	24
1 Ditto	AS F	2	Ditto	Ditto	837	2	22
1 Ditto	ML	5	Ditto	Mr Moses Isaac Levy	1370	33	72
1 Ditto	Do	6	Ditto	Ditto	1067	30	62
1 Ditto	CS	5	Ditto	Messrs Jacob & Abrah Mendes Levy Senores	221	22	80
1 Ditto	LFS	9	Ditto	Mr Joseph Salvador	2384	11	32
1 Ditto	RE	1	Ditto	Ditto	315	4	525
1 Ditto	Ditto	2	Ditto	Ditto	457	14	75
1 Box of Precious Stones		11	Ditto	Joseph Fowke Esqr	71	22	4
2 Chests of Garnets	SF	182	Ditto	Ditto	339	32	32
21 Bales and Boxes Carried Over					Pagodas	29112	5	1

On what Account

	459 13 64 is in full returns for a Chest of Rough Coral Marked F LL N°13 imported p Harcourt 1731	
	539 31 70 is Do	14 Do
forwhich	613 22 21 is Do	15 Do
	627 21 32 is Do	16 Do
	657 27 56 is Do	17 Do
	829 13 39 is in full return for a Chest of Rough Coral of the same Mark & imported p Wm Speke 1736	
forwhich	634 10 67 Ditto	22 p Prince Augusta 1757

In full return for a Chest of Coral Beads of the same Mark Number & Falmouth 1760

In part return for a Chest of Coral Consigned Messrs Culling Smith & Onslow Diamond by the Sandwich to Bengal 1760 the Mark & Number of it not being sent thence it goes under the Mark and Number

In full return for a Box of Coral Beads of the same Mark and Number p Sandwich 1760

Ditto

Ditto

Ditto

Ditto

Ditto

Princes Augusta 1760

Ditto

Prince Edward 1760

In full return for a box of Rough Coral of the same Mark and N° Consigned to Henry Van Sittart Esquire of Suffolk 1736

In full return for a Box of Coral Beads of the same Mark and N° imported p Princes Augusta 1760 & Norfolk 1757

In full Return for a Box of Coral Beads of the same Do & Do Consigned to Henry Van Sittart Esqr

In full Return for a Box of Rough Coral of the same Mark and Number Consigned to Henry Van Sittart Esqr p Norfolk Anno 1757

Register of Diamonds and Precious Stones from Onslow Continued

Consignments		Marks and Numbers		by whom Consigned	To whom Consigned	Value		On what Account
20	Bulses and Boxes	brought Over				29912	5	1
1	Bulse of Diamonds	R A S R	586	Peter Marriott and John Debenaire	Aaron Franks	2715	—	—	In full return for 2 Cases of Coral of the same Mark and Number imported from Onslow
1	Ditto	R A S	587	Ditto	Do	2715	—	—	In part return for 2 Cases of Coral of the same Mark and Number imported from Princes Augusta & Falmouth
1	Ditto	M S R	5	Peter Marriott and Andrew Rose	Messrs Henry & Abr Mailman, Joseph Solomons & Haigh Rose				Page 353 of — is returns for what remains to be sent for a Chest of Coral Marked M S No 9 Imported from Chesterfield Anno 1756 the neat proceeds of the Chest having turned out
1	Ditto	M S R		Peter Marriott John Debenaire & Andrew Rose	Messrs Henry Joseph Mailman & Son & Joseph Salomans	2765	23	3 farthings	Page 1591 — 10 — apart thereof was included in a Bulse of Diamonds Marked M S R No 2 sent to these Gentlemen in 1759 from Warren
1	Ditto	M S A F		Ditto	Ditto	3277	9	10	Page 731 — 8 — 10 in full return for a Chest of Rough Coral Marked M by the Mornmouth Galatea
1	Ditto	L L	5	Andrew Rose	Messrs Jacob Mendes & Raphael Texeira	873	8	23	Page 1591 — 7 — 10 in return for an Additional Dividend of 12/12 ℔ Centum on the contribution money from Lloyds Coffee House
1	Ditto	B M D C	6	Daniel Dacosta	Mr Benjamin Mendes Dacosta	4170	23	51	In Return for what remains of the produce of 4 Chests of Coral Marked M S R No 1 to 4 imported from Onslow 1756
1	Ditto	L R S	6	Ditto	Messrs Levy & Cohen Solomons	1090	14	—	In return for what remains of a Chest of Coral of the same Mark & Number imported from Onslow 1760
1	Ditto	S C	1	Ditto		2050			In full return for a Box of Coral of the same Mark and Number imported from Sandwich 1760
1	Box Precious Stones	L C	6	Ditto	Mr Samuel Dacosta	6081	18	—	710 — 19 — 10 is in full return for a Chest of Rough Coral Marked L R M R No 14 imported from Spain 1754
1	Bulse Ditto	S & M	1	Joseph Moses	Levy Cohen	411	23	—	350 — — — is in part return for Jewels Marked M M No 1 imported from Denham 1759
1	Ditto Ditto	S & M	2	Ditto	Samuel Moses	660	—	—	
1	Ditto Ditto	S & M	4	Ditto	Ditto	255	—	10	
1	Ditto Ditto	A G	5	Ditto	Ditto	200	—	—	
1	Box Ditto	M	3	Ditto	Ditto	371	—	—	
1	Bulse Ditto	S & M	6	Ditto	Ditto	800	—	—	
37	Bulses &c	Amounting to				38918	31	35	

Fort St George 7th March 1761

Fort St George 22 December 1766

Attested to be a true Copy from the Original in the Secretary's Office

W. H. Goodlad
Secy

Register of Diamonds and Precious Stones Licenced by the President and Council of Fort St George to be shipped for England & Prince Edward

	Consignments	Marks & Numbers		By whom Consigned	To whom Consigned	Value			On what Account
1	Balas of Diamonds	DG	5	George Pigot Esqr	Thos Godfrey Esqr	595	12	27	In full returns for the remains of a Chest of Coral of the same Mark & Nos imp.d p Bombay Castle 1755
1	Ditto	W	1	Ditto	Peter Muilman Esqr	1874	27	63	in Ditto for a Chest of Coral of the same Mark & Number imported p Oxford 1760
1	Ditto	Ditto	3	Ditto	Ditto	1615	20	42	in Ditto Ditto
1	Ditto	TB	1	Ditto	Mr Thos Le Blanch	2156	25	68	in Ditto Ditto
1	Ditto	SOF	2	Ditto	Messrs Solomon & Company	647	18	—	
1	Ditto	Sandwich	Nicht & Danl Morse	Messrs Jacob Mosse & Raphael Franco	1125	3	76	in full return for a Chest of Coral Beads of the same Mark & Nos imported p Sandwich 1760
1	Ditto	F N2 LL	26	Ditto	Ditto	1209	25	2	in part return Ditto p Hawke 1761
1	Ditto	AM M	1	Ditto	Mrs Aaron Norton	823	26	50	
1	Ditto	ABS	13	Michl Morse & Andrew Rose	Mrs Aaron Franks	737	20	21	In part return for Coral Beads of the same Mark & Nos imported p Ditto
1	Ditto	FS O	1	Morse & Holland	Mrs Joseph Salvador	1467	26	50	In full return for a Box of Coral Beads of the same Mark p Pitt
1	Box Precious Stones	⊞	12	Ditto	Joseph Fowke Esqr	250	—	—	
1	Balas of Diamonds	ES	1	Ditto	Mrs Joseph Salvador	1000	—	—	in part return for a Box of Coral Beads of the same Mark imported p Pitt 1761
1	Ditto	TIS 145		Ditto	Ditto	1594	6	12	
1	Ditto	EdeA	1	Charles Bourchier	Baron Ephraim De Aguilar	2105	35	—	Qty 500 is in part return for a Chest of Coral Beads marked G i G N3 p Do
1	Ditto	BMC	8	Danl De Castro	Benjamin Mendes Da Costa	1850	—	—	further 500 is in part return for Ditto & P N3 p Do
1	Ditto	EDA	1	Ditto	Baron Ephraim De Aguelar	1000	—	—	450 Ditto A N2 p Do
1	Ditto	LSM LRS	8	Ditto	Messrs Lang & Reuben Solomon & Company	2040	—	—	400 Ditto LB N1 p Do
1	Ditto	LG	7	Ditto	Mr Levy Cohen	400	—	—	In part return for a Chest of Coral Beads of the same Mark & Nos p Hawke 1761
1	Ditto	SR	1	Ditto	David & Isaac De Castro	1250	—	—	
1	Ditto	LM RF	1	Andrew Rose	Messrs Jacob Mosse & Raphael Franco	3873	15	53	In part return for a Chest of Coral Beads of the same Mark & No imported p Prince Edward 1760
1	Ditto	C	33	Ditto	Messrs Isaac & Samuel Jolly Nathan Mendyham	1147	16	23	1256 09 40 is in return for half of the Neat proceeds of a Chest of Wormseal sold in London Do 12 p Rhode 1755
1	Ditto	ARS	89	Potter Morris & and John Debonair	Baron Ephraim De Aguelar	2758	34	—	875 28 20 Do Do 33 Eastcott 1755
1	Ditto	SM	1	John Smith	Mr Samuel Mr Elijah Bell & Hector Mace	1036	07	10	905 25 70 Do Do 36 Walpole 1756
25	Balas & Chests Amounting to	Do							369 18 — Do RA F 1 Do
									9036 — — is in part return for a Chest of Coral of the same Mark & No imported p Prince Edward 1760
									91 16 23 in full return for Do Do MSF No imported p Hannah 1759
									1565 32 — is in full return for a Chest of Coral Beads of the same Mark No 8 p princess Augusta 1760
									1192 38 — Do Do Do

Fort St George 10th October 1761

Fort St George 22 December 1766 Attested to be a true Copy from the Original in the Secretary's

Register of Diamonds &c.a off Ship Falmouth

	Consignments	Marks & Numbers		By whom Consigned	To whom Consigned	Value		
1	Balee of Diamonds	F O M E S	2	Nich.s & Daniel Morse	Miss.rs Jacobs Mosez & Raphael Ximenes	1011	22	—
1	Ditto	F O F S	2	Morse and Holland	Mr.s Joseph Salvador	627	25	80
1	Ditto	T	2	Do.	Do.	2210	—	—
1	Chest Garnets	S F	3	Do.	Joseph Fonk & Son	192	22	54
1	Balee of Diamonds	B E de A	2	Chas Bourchier	Baron Ephraim De Aguilar	2117	9	70
1	Ditto	B M C	7	Danl. Delcastro	Mr.s Benjamin Mendes da Costa	1536	23	—
1	Ditto	E D A B S M	1	Ditto	Baron Ephraim De Aguilar	1800	—	—
1	Ditto	L R S	7	Ditto	Miss Lewis & Rebecca Salomans & Comp.y	2000	—	—
1	Ditto	S C	1	Ditto	David & Sam.l Delvalle	1250	—	—
1	Box Precious Stones	H M	2	Ditto	Mess.rs Jacob & Moses Machart	500	—	—
1	Balee Diamonds	H M R F	2	Andrew Rose	Mess.rs Jacob Mosez & Raphael Ximenes	2873	15	52
1	Ditto	♡	33	Ditto	Mess.rs Isaac & Samuel Lolly & Nathan.l Mo.s gLaines	1056	—	—
1	Cask conts Chrystalls	M S	1	John Debonaire	Muilman & Sleman	100	—	—
1	Box Garnets	Do.	2	Do.	Do.	130	—	—
1	Box Coloured Stones	Do.	3	Do.	Do.	70	—	—
1	Balee Precious Stones	S M	2	John Smith	Mr.s Samuel & Elizabeth Hetor	143	18	—
	Pearl	S M	3	Do.	Moses Do.	624	15	—
1	Balee and Boxes Amounting to Page				Page	19233	8	46½

On what Account

In part returns for a Box of Coral Beads of the same Mark and Number imported p.r Pitt 1761
Do. Do.

Page 684 32 is in full return for a Chest of Rough Coral Marked L R No 11 p.r Anelow 1754
451 27 Do. M M No 2 p.r Rhoda 1755
408 is in part return for Do. L B No 1 p.r Pitt 1761
In part returns for a Chest of Coral Beads of the same Mark and Number p.r Hawke 1761

In part returns for a Chest of Coral Beads of the same Mark and Number p.r Pitt 1761
N 2 p.r Rhoda 1755
Page 1256 19 40 is in return for half of the neat proceeds of a Chest of Worm a lent and Do.
875 28 20 Do. N 33 East count 1755
905 25 72 Do. Do. 36 Walpole 1756
369 18 Do. R A 1 Do.
465 32 Do. F 1 Do.
In part returns for one Chest of Coral of the same Mark and Wm.ported p.r Prince Edward 1756

Fort St George 10th October 1761

Fort St George 22 December 1766

Attested to be a true Copy from the Original in the Secretarys Office

W.m Goodlad
Secy

Register of Diamonds and Precious Stones Licenced by the President & Council of Fort St George to be Shipped for England on the Worcs

	Consignments	Marks & Numbers		By whom Consigned	To whom Consigned	Value			On what Account
1	1 Bulse of Diamonds	A	2	George Pigot Esqr	Peter Muilman Esqr	1375	21	56	in full returns for a Chest of Coral Beads of the same Mark & Number imp.d p.d Onslow
1	1 Ditto	IES	3	Ditto	Mr. Jacob Lopinoza	938	15	54	Ditto p.d Hawke
1	1 Ditto	DC	18	Ditto	Thomas Godfrey Esqr	988	2	28	Ditto p.d Pitt
1	1 Ditto	ME FS	1	George Pigot Esqr and John Holland	Mr. Joseph Salvado	2155	2	62	Ditto p.d Hawke
1	1 Ditto	Ditto	2	Ditto	Ditto	1511	26	15	Ditto p.d Pitt
1	1 Ditto	FCS	3	Ditto	Ditto	1380	18	18	Ditto p.d Hawke
1	1 Ditto	FS	2	Ditto	Ditto	1509	13	58	Ditto D.o
1	1 Ditto	FS M RE	1	Ditto	Ditto	2572	23	77	Ditto D.o
1	1 Ditto	RS FS	3	Ditto	Ditto	2673	30	28	Ditto D.o
1	1 Ditto	FP BS	1	Ditto	Ditto	523	34	59	Ditto in full return for the remains of a Chest of Coral Beads of the same Mark & Number imported p.d Pitt 1761
1	1 Ditto	FS	2	Ditto	Ditto	1804	4	57½	in full return for a Chest of Coral Beads Do Do
1	1 Ditto	O RE F	2	Ditto	Ditto	837	11		in full return for a Chest of Coral Beads Do Do
1	1 Ditto	H M T	103	Ditto	Mr. Solomon Henry	1827	20	18	in full return for a Chest of Coral Beads Do Do
1	1 Ditto	HH	1	Joseph Dupree	John Hallet Esqr	459	32	6	
1	1 Ditto	GIM T	1	Ditto	Mr. Georges Stuyvesant	510	28	67	
1	2 Ditto	WC	4810	Claud Russell on acct of Chs Bourchier	Capt. Jam.s Stallane	1356	5	11	
1	1 Ditto	WG	1	Charles Bourchier	Messrs Westrow & Ford	5000	—	—	
1	1 Ditto	CPC	1	Mr. John Call	Messrs John Call & William Coleford	2151	—	—	
1	1 Ditto	Ditto	2	Ditto	Ditto	2500	—	—	
1	1 Ditto	Ditto	3	Ditto	Ditto	2503	6	20	
1	1 Ditto	AD	1	Miss Ruth Palk Richd Mowe & John Holland	Miss Anthony & David Anderson & Thomas and John Durnal	2504	28	70	
1	1 Ditto	Ditto	2	Ditto	Ditto	1506	16	17	in full return for a Box of Coral Beads of the same Mark & Number imported p.d Hawke 1761
1	1 Ditto	CN	2	Ditto	Ditto	3331	13	19	Ditto p.d Pitt 1761
1	1 Ditto	MC	3	Ditto	Nathan Medigliano	1508	25	73	Ditto p.d Holdernesse 1761
1	1 Ditto	DS F	1	Ditto	Ditto	2875	24	4	Ditto p.d Fox 1761
1	1 Ditto	GH	2	Ditto	Abram Levi Soares	454	29	37	Ditto p.d Norfolk 1761
1	1 Box of Diamonds and Pricious Stones	FW	1	Ditto	Messrs Lampen & Hayes	396	3	32	
2	2 Chests of Garnets		13	Ditto	Joseph Hawke Esqr	3833	21	40	
32	Bulses and Boxes Carried Over	SF	132	Ditto	Ditto	250	—	—	
					Ditto	437	27	15	
						41324	29	9	

Register of Diamonds and Precious Stones p Warren Continued

Consignment 6	Marks & Numbers		By whom Consigned	To whom Consigned	Declared Value		
32 Bales and Boxes brought Over amounting							
1 Bales Diamonds	M^r	16	Daniel Castro	Messrs Moses Vida and David Mendes	1736	10	2
1 Ditto	BMD	9	Ditto	Benjamin Mendes Costa in his Absence to Hananel Mendes Costa	226	0	—
1 Ditto	MM	2	Ditto	Ditto	8230	11	20
1 Ditto	LC	8	Ditto	Levy Cohen	3396	8	—
1 Ditto	EDA b^{s}N	1	Ditto	The Hamble Barnard Ephraim Bellquilar	550	—	—
1 Ditto	Ditto	2	Ditto	Ditto	740	27	—
1 Ditto	E&	1	Ditto	Ditto	1285	15	—
1 Ditto	SAL	1	Ditto	Ditto	162	33	—
1 Ditto	M	2	Ditto	Saml Andreis Levy	185	28	—
1 Ditto	D^{s}D	4	Ditto	Mr David Castro	259	27	—
1 Ditto	IN MC	12	Ditto	Messrs David and Samuel Castro	6313	4	10
1 Ditto	SNI	1	Ditto	Executors of Mr Moses Mendes d'Costa	513	12	—
1 Ditto	HO	1	Ditto	Mr Solomon Mendes Costa	269	5	10
1 Ditto	LN	2	Ditto	Hananel Mendes d'Costa	6074	8	10
1 Ditto	LR^s	9	Ditto	Levy Norden	2428	33	—
1 Box of precious Stones	IMM F L	3	Ditto	Messrs Levy & Reuben Solomons & Company	6000	—	—
1 Bales of Diamonds	L L F O M	26	Nichl Morse	Messrs Jacob and Moses Machoro	431	—	—
1 Ditto	AN	2	Ditto	Israel Mendes & Nephews	3178	22	23
1 Ditto	L R	2	Nichl Morse & Andrew Ross	Ditto	202	29	59
1 Ditto	A R S	13	Do	Messrs Levy and Reuben Solomons	2102	21	70
1 Ditto	Do	11	Do	Do	2246	38	25
1 Ditto	Do	12	Do	Aaron Franks	2253	14	16
1 Ditto	Do	14	Do	Do	1384	26	8
56 Bales and Boxes Carried Over				Do	1363	28	8
					1186	13	—
					43364	5	4½

On what Account				
in full return for a Chest of Rough Coal D^o Mark and Number imported p Suffolk				1759
Bag 1521. 19 40 is in full return for a Chest of Coal Beads marked C P G N 3 p Pitt				1761
1073. 28 — is in full return for a Chest of Coal Beads marked		3	D^o	—
271. — — is D^o	L B	1	D^o	
361. 22 40 is D^o		2	D^o	
643. 32 — is D^o	S B F	3	p Holderness	1761
1408 17 20 is D^o	D^o	1	p Warren	1761
In full return for a Chest of Coal Beads of the same Mark and N^o Imported			p Hawke	1761
D^o			D^o	
D^o			p D^o Buccaneer	1757
In full return for a Chest of Rough Coal of D^o			p D^o	
in full return for a parcel of Jewels of D^o			p Lyon	1761
in full return for a Box of Pearls of D^o			p Pitt	1761
Bag 164 31 40 is in full for a Chest of Coal Beads marked & N^o 1			p D^o	
227. 12 — is D^o	S B 1			
59 20 33 — Account Mr Dacosta				
in full return for a Chest of Rough Coal of the same Mark and N^o Imported			p Prince of Wales	1759
1228. 30 — is in full return for a Chest of Coal Beads marked	S B F I M C	2	p Holderness	1761
2001. 9 — — is D^o		2	p D^o	
1846 2 60 is D^o	D^o	1	p Warren	1761
1800 Account Mr Dacosta				
In full return for a Chest of Coal Beads D^o Mark and Number imported			p Hawke	1761
D^o			D^o	
D^o			D^o	
D^o			D^o	
in part return for a Chest of D^o			p Fox	1761

Register of Diamonds and Pricious Stones p.d Warren Continued

	Consignments	Marks and Nos		By whom consigned	To whom Consigned	Value		
32	56 Bulks and Boxes brought Over Amounting		to					
1	1 Bulk of Diamonds	RE	4	John Holland	Mr Judah Lupins	9538	3	49
1	1 Ditto	ME	1	Ditto	Ditto	1803	25	6
1	1 Ditto	SO	3	Ditto	Ditto	1312	15	65
1	1 Ditto	NE	1	Ditto	Ditto	1611	12	24
1	1 Ditto	CA	2	Ditto	Baron Ephraim de Aguilar	2011	22	72
1	1 Ditto	HD IM RF	1	Ditto	Mess.rs Isaac & Sam.l Salt	2128	8	20
1	1 Ditto	P	1	Ditto	Miss Joan Sol.t Dyson	417	15	0
1	1 Ditto	P	2	Ditto	Ditto	2898	29	48
1	1 Ditto	P	3	Ditto	Ditto	3228	12	75
1	1 Ditto	RE	5	Ditto	Mr Judah Lupins	751	17	61
1	1 Ditto	V	33	Ditto	Mess.rs Isaac & Sam.l Salt and Nathan Medgraine	1337	4	61
1	1 Ditto	Ditto	4	Ditto	Mess.rs Isaac and Sam.l Salt Nathan Medgraine and Hugh Rose	2227	29	25
1	1 Ditto	RG	1	Ditto	Richard Gamon	105	—	—
1	1 Ditto	HD IE FM	1	Ditto	Mess.rs Joseph and David Franco	240	—	—
1	1 Ditto	MS	1	John Smith	Mess.rs Aaron Franks and Samuel Moses	1108	25	0
1	1 Bulk of Pearl and Pricious Stones	SM	1	Ditto	Michael Solomons	743	12	48
1	1 Bulk of Pricious Stones	P	2	Ditto	Mr Samuel Moses	514	18	72
1	1 Ditto	P	3	Ditto	Ditto	210	25	10
1	1 Box Rough Garnets and Cole Pearl	P	4	Ditto	Ditto	62	2	32
1	1 Bulk of Diamonds	AS	1	John Dibonnaire	Joseph Salomons	725	27	—
1	1 Ditto	MS	1	Ditto	Mess.rs Henry and Peter Muilman and Sons and Joseph Solomons	1107	7	—
2	2 Chests Garnets and Chrysolite		3/4	Ditto	Joseph Solomons	3455	28	—
1	1 Bulk Diamonds	S MR	1	Marriette & Rose	Mess.rs Muilman Solomon and Rose	620	—	—
1	1 Box of Rubies & Coll Stone	PO	1	Shaumier Sultan	Mess.rs Peter Paul Isaac and Moses Machore	1023	10	50
2	2 Bulks of Diamonds	HA	1 3/4	John Dibonnaire and Chr.s Bourchier	James Adams	1400	—	—
84	84 Bulks and Boxes	Amounting to		Pagodas		767	17	—

On what Account

in full return for a Box of Coral Beads of the same Mark and Number imported p.d Pitt 1761
Ditto p.d Warren 1761
Ditto p.d Hawke 1761
Ditto p.d Pitt 1761
Ditto p.d Fox 1761
in full return for a Box of Rough Coral of the same Mark and Number imported p.d Pitt 1761
in full return for one Chest of Coral marked DF N.1 p.d Hawke 1761
in full return for one Chest of Coral of the same Mark and Number p.d Pitt 1761
in full return for one Chest of Coral marked RA F N.1 imported at Bombay p.d Neptune 1760
for £351.3.10 is in part for one Chest of Coral marked DF LIL 3 B p.d at Calcutta p.d Onslow 1760
for £373.7.75 is in full return for one D.o p.d Warren 1761
in full return for one Chest of Coal of the same Mark and Number imported p.d Prince Edward 1760
in full return for the remains of one Chest of Coal of that Ditto p.d Hawke 1761
in full return for one Chest of Coal of the same Mark and Number p.d

p.d Augusta 1760
in full return for a Box of Coral Beads of the same Mark and Number Consigned Mr Jos.h Hayes

p.d Feldmarshall 1761
in full return for a Box of Coral of the same Mark and Number imported

p.d Pitt 1761
Ditto

† PP N.3 p.d Pitt 1761
£100 — — is in full return for a Chest of Coral Marked
which £100 — — Account Shaumier Sultan

Fort St George 17th April 1762

Attested to be a true Copy from the Original in the Sambrooke

W.m McGoodland
Sec.y

Office
Fort St George
8th December 1766

Register of Diamonds and Precious Stones Licenced by the President and Council of Fort St George to be Shipped for England on the Ship Fox

Consignments	Marks and Nos	By whom Consigned	To whom Consigned	Value		
1 Bulse of Diamonds	GP 1	George Pigott Esqr	Alexander & Abraham Hume Esqrs	2142	20	68
1 Ditto	MC 3	George Pigott Esqr and John Holland	Joseph Salvador Esqr	4394	10	55
	FS C					
1 Ditto	FS 4	Ditto	Ditto	1807	2	3
1 Ditto	AS 2	Ditto	Ditto	910	13	13
1 Ditto	GH 3	George Pigott Esqr	Messrs Gumpertz and Hayman	1183	12	60
1 Ditto	IM 103	Ditto	Mrs Solomon Henry	103	22	60
1 Ditto	SG 3	Ditto	Mrs Solomon Gumpertz	33	14	61
1 Ditto	CG P 6	Miss Celia Moss and Hollond	Miss Anthony and David Andrew	1711	14	39
1 Ditto	FP F 3	Ditto	Mrs Phinias Levee	1217	29	32
1 Ditto	AD C 3	Ditto	Messrs Anthony and John Lewis Andrew and Francis & John Deval	1000	—	—
1 Ditto	MBC AZ 1	Ditto	Dawn Lyn Hosannah Augustus	1000	—	—
1 Ditto	SP C 1	Ditto	Mrs Joseph Salvador	1000	—	—
1 Ditto	RF 1	Ditto	Ditto	704	12	67
1 Ditto	HLS 6	Ditto	Mrs Moses Isaac Levy	186	—	—
1 Ditto	Ditto 7	Ditto	Ditto	1380	25	6
3 Chests Coral Garnetts	SF 3 Nos	Ditto	Joseph Fowke Esqr	796	4	34
1 Bulse Narcisus Stones	FF 1	Ditto	Ditto	76	—	—
1 Bulse Yellow Beast	Do 1	John Call Esqr	Miss Johnson Call and William Coltsford	1140	—	—
1 Bulse precious Stones	do 2	do	do	1825	—	—
1 Bulse Diamonds	LSR 3	Nichl Moss Esqr	Miss Levy and Reuben Solomons	570	15	7
1 Ditto	AN 3	Ditto	Mrs Aaron Norden	870	25	35
1 Ditto	TL 1	Ditto	Mrs Thomas Lane	1017	9	—
1 Ditto	DA 1	Ditto	Miss Jacob Moss and Raphael Franco	1506	29	60
1 Ditto	MR R 1	Ditto	Ditto	879	13	40
1 Ditto	AS 14	Miss Nichl Moss and Andrew Ko	Mrs Aaron Franko	1156	12	32
1 Ditto	Ditto 16	Miss Nichl Moss and Rebn Mendes	Ditto	880	16	70
1 Ditto	LRS 10	Mrs Daniel Dacosta	Miss Levy and Reuben Solomons	3800	—	—
1 Ditto	DS 10	Do	Do	830	—	—
1 Ditto	BMD 10	Do	Mr Benjamin Mendes Da Costa in his Absence	2900	—	—
1 Ditto	SB 2	Do	to Hannah Mendes Da Costa			
1 Ditto	SDC 6	Do	Mrs Saml Da Costa	5400	—	—
1 Bulse and Boxes Carried	Over Amounting to Pagodas		Do	500	—	—

On what Account

in full return for a Chest of Coral of the same Mark and Number imported p Ship Pitt 1761 at Bengal p Ship Ulysses 1761

Do Do p Do Do

Do Do

In full return for a Box of Coral Beads of the same Mark and N imported p Hawke 1761 p Norfolk 1761

Ditto Do p Woodrich 1762

In part return for a Do Do p Tilbury 1762

Ditto Do Do

Ditto Do p Hawke 1761

Ditto Do p Pitt 1761

Ditto

p Ulysses 1761

in full return for a Chest of Coral Beads of the same Mark and N imported at Bengal

Do p Shipdrake 1763

in part Do Do Fox 1761

in full Do of Coral Do Tilbury 1762

in part Do Do

Pagodas 1600 is in part return for a Chest of Coral Beads marked AX N4 imported p Do

which 400 Do IBC N34 Do Woodrich 1761

900 Account Mr Daniel Dacosta

Do 2000 is in part return for a Chest of Coral Beads of the same Mark and N Do Tilbury 1762

3400 Account Mr Dacosta

Register of Diamonds and Pricious Stones of Fox Continued

Consignments	Marks and Nos	By whom Consigned	to whom Consigned	Value		
32 Bales and Boxes brought Over Amounting to			Pagodas	43038	23	37
1 Bale of Diamonds	C G	12 Mr Daniel Barbe	The Gildart Esqr	1519	3	—
1 Ditto	M°NHIN	2 Ditto	Messrs Isaac Mendes da Costa & Manuel Britto	1310	27	40
1 Ditto	P S	1 Ditto	Mr Phinias Serra	900	—	—
2 Chests of Garnets	P C	376 Mr John Debonnaire	Mr Joseph Salomons	1000	—	—
1 Bale of Diamonds	S A B	8112 Messrs John Cyprus and Andrew Ross	Mr George Chalmer	4130	35	68
1 Ditto	Ditto	2990 Ditto	Ditto	3666	19	34
1 Ditto	Ditto	11 13 14 Ditto	Ditto	3116	10	60
1 Ditto	F M	2 Mr Andrew Ross	Messrs Aaron Franks and Samuel Moses	1498	25	4
1 Ditto	D	5 Ditto	Messrs Isaac & Sam Delly Nathan Medigliane and Hough Ross	2503	18	24
1 Ditto	I M R F	1 Ditto	Messrs Jacob Mucik and Raphael Franco	1780	—	—
1 Ditto	Ditto	2 Ditto	Ditto	5299	5	65
1 Ditto	Ditto	3 Ditto	Ditto	4498	34	49
1 Ditto	Ditto	4 Ditto	Ditto	3369	34	35
1 Ditto	Ditto	5 Ditto	Ditto	5573	19	63
1 Ditto	Ditto	6 Ditto	Ditto	3069	22	19
1 Ditto	M S	782 Messrs Ross and D Benaire	Messrs Henry and Peter Muilman & Co and Joseph Salomons	4154	30	36
1 Ditto	Ditto	376 Ditto	Ditto	3337	6	72
1 Bales of Rubies and Garnets	S M	1 John Smith	Mr Saml Moses	526	27	—
1 Do of Pearl	Ditto	2 Ditto	Ditto	120	—	—
53 Bales and Boxes Amounting to			Pagodas	98149	23	66

On what Account

In full return for a Chest of Coral Beads of the same Mark & Number imported p Norfolk 1762
p Chesterfield 1762
Ditto p Tilbury 1762
In part Do
1762 Jan 7 65 is in full return for a Chest of Coral of the same Mark & Nos imported p Calcutta p Rapley 1761
which 802 3328 7 28 65 3 is Do Do 12 Do Do
Do 1865 1201 12 31 3 is Do 9 Do Do
Do 1241 1525 19 12 11 49 is Do 10 Do Do
Do 1299 11 15 is Do 11 Do Do
Do 13 14 Do 13 Do Do

In full return for a Chest of Coral of the same Mark and Number imported p Hawke 1761
In full return for a Chest of Coral Marked F L I B L No 4 Imported at Calcutta p Onslow 1760
1764 Jan 23 is in full for a Chest of Coral Marked D F B No unknown Do p Hawke 1761
Do 3279 560 4 35 is on Account of Chest of Coral Marked F L X No 27 Do p Hawke 1761
Do 3250 2248 26 21 8 29 is in full return for a Chest of Coral Marked D F No 2 Do p Norfolk 1762
In full return for a Chest of Coral Marked No 3 Do p Pitt 1761
2611 2891 21 13 34 30 is in full return for No 4 Do p Do
is in part return for a Chest of Coral Marked B No 1 Imported at Calcutta p Aldermanbo 1761
862 3291 20 10 52 4 is in full return for a Chest of Coral Marked M S R No 7 Imported p Prince Edward 1760
1026 3911 4 2 46 26 is Do 5 Do Do
6 Do Do

Fort St George 30th October 1762

Fort St George 22 December 1766

Attested to be a true Copy from the Original in the Secretary's Office

W. McGoodlad Secy

Mayor's Court at Madraspatnam

Tuesday the 14th day of April Anno Domini 1767

Present

Anthony Sadleir Esquire Mayor
Thomas Powney — Reynold Adams
Arthur Cuthbert — Charles Smith &
Francis Sourdan — Aldermen

Mayor's Court

Between Michael Solomons of London Merchant by his Attorney Samuel Moss Junior of Madras Merchant Complainant and John Debonnaire late of London Diamond Cutter and Jeweller but now of Madras Merchant Defendant

This Cause coming on to be Heard and debated this day in the presence of the Attornies on both sides, on reading the Complainants Bill with an Account Damages annexed, The Defendants Answer with Sundry Accounts and two Accounts Current annexed, The Rejoinder, The Surrejoinder The Rebutter, The Interrogatories and Depositions on the part of the Complainant with an Account annexed, Three Exhibits on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant, with two Accounts annexed, Four Exhibits on the part of the Defendant, on hearing the Pleadings made use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Complainant has not produced any Evidence in support of all or any of the Articles charged by him in his Account of Damages annexed to his Bill of Complaint This Court doth therefore unanimously think fit to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill shall stand dismissed with Costs

By Court

Read and filed April 7th 1767

To the Honorable the Mayor's Court at Madraspatnam

Sheweth

The Humble Petition of James Connor

That Your Petitioner having been informed that the Place of Samuel Hays late Serjeant of this Court is become Vacant by Resignation

Your Petitioner most humbly Requests to be Admitted to the same in which Station Your Petitioner promises to behave himself with the utmost deligence and Fidelity

And Your Petitioner as in duty bound shall Ever Pray

James Connor

Read and filed 22 April 1766

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining shew unto this Honorable Court Your Orators Thomas Pilling and John de Jonis of Fort Saint George Merchants that Your Orators as Attorneys of Charles Child of Calcutta Merchant Opened a Policy of Insurance on the Ship Windsor for the Sum of Six thousand Pagodas as his Share of the said Ship and Cargoe, such risk to Commence from the time the said Ship left Madras, and to Continue till her arrival at the Nicobars Pegue, and Bengall, the said Policy of Insurance bearing date the Ninth day of August One thousand Seven hundred and Sixty four, and a premium of Six Pagodas and one half p Cent, given to the several Underwriters to the said Policy whose Names are as follows Viz Nella Cauntacher, Shaikh Ismail Annavanhovar

Amarasheswar, Shadashiwey Narsuen, Ragadeff, Govindeff, Sankerjie Ramashuwar, Mullu Shewar Sunderwan, Venkatash Ramanad Mootechand Lalchund, Coomargi Jeswan, Lachmidant Ramnichade, Ragoonadeff, Dagat Dewdat Shamboy, Rame Shewar Bradar, Dagat Lalchmedant, Ballabadar, Hawridant, Ramchandore, all of Madras Merchants Your Orator further shew that the said Ships Windsor was lost in going into the River of Rangoon in the Kingdom of Pegue, but by the Care and Deligence of her Commander Thomas Gibson part of the Ships and Cargoe were saved the which the said Thomas Gibson sold for the benefit of all parties concerned and such Monies as come to his hands Your Orator shew was remitted to Your Orators as the Attornies for the said Charles Child one of the Principal Owners, Your Orators further shew that they acquainted the aforemen-tioned Underwriters with the Loss of the said Ships Windsor, and after the Expiration of the Six Months the time Limitted for the payment of their several Subscriptions, after Notice given, the said Underwriters failed in their several payments, whereby the Right of Abatement and other Incidents they had pursuant to their Covenant in the said Policy, became the property of the said Charles Child Your Orators further shew that they Endeavoured by all Methods whatsoever to come to a fair adjustment of the several Accounts Relative to the said Ships Windsor which proved ineffectuall whereupon Your Orator as Attornies aforesaid were Obligid to seek Relief by an Applica-tion to this Honorable Court against Dagat Lachmedant, Ballabadar, and Ragadeff three of the Underwriters to the said Policy of Insurance, but before an Answer by them was put in Your Orators compromized the dispute, and before Your Orators had closed this affair, Your Orator made out an Indem-nification for the said Underwriters to Sign, the purport of which was, to the best of Your Orators Memory, that on Account of Your Orators paying to them their proportion of the Salvage of the Ships Windsor and that by reason of any dispute hereafter Arising from an Erroneous distribution of the Salvage they would Save harmless Your Orators from any demand that might thereafter be made upon them this Indemnification Your Orators shew was the prior agreement made with the Underwriters before the withdrawing of the Suit against Lachmedant Ballabadar and

Ragadeff

Ragadeff and in Consideration of Your Orators paying them the Salvage Your Orators further Shewing that notwithstanding the said Underwriters did not fulfill the Tenor of their Covenants with Your Orators made on Account of the said Charles Child Yet Your Orators in Consideration of the heavy Loss that they Sustained by the Loss of the Ships, did of their own Accord and Now will take upon themselves to make a deduction of Ten Pagodas from in favor of the Underwriters and therefore as Your Orators did them the Underwriters such a favor, the indemnification was promised to be given to keep harmless Your Orators from such demands that might to be brought against Your Orators Yours further Shew that such paper was given to the said Underwriters to sign, which they or the greatest part of them did in Consideration of which Your Orators withdrew the three several Suits against the aforementioned Underwriters Your Orators further shew that have frequently applied to the Underwriters for this Indemnification

But now so it is and may it please this Honble Court the said Nulacauntacher Shreekistnah Amarasheswar Shadasiwah Narsuen, Ragadeff, Govindeff, Sankerjie Ramasheswar, Mullu Shewar Sanderwan Venkatash Ramanad Mootechand Lalchund, Coomargee Jeswan Lachmedant Ramnichade, Ragoonadeff, Dagat Dewdat Shamboy, Rame Shewar Bradar, Dagat Lalchmedant, Ballabadar, Hawridant Ramchandre Obstinately and wilfully refuse to give Your Orator any manner of Satisfaction touching the premises though Your Orator Expressly charges that several of the said Underwriters did Sign and Subscribe their Names as they themselves have declared, Yet now they pretend they have not Signed the same or if they did that such Writing is not in their Hands and therefore are no ways accountable to Your Orators To the End therefore that the said Nulacaunt-acher, Shreekistnah Amarasheswar, Shadasheswah Narsuen, Ragadeff, Govindeff, Sankerjie Ramasheswar, Mulla Shewar Sanderwan, Vencatash Ramanad Mootechand Lalchund, Coomargee Jeswan Lachmedant Ramnichde, Ragoonadeff, Dagat Dewdat Shamboy, Ramasheswar Bradar, Dagat Lalchmedant, Ballabadar, Hawridant, Ramchandre, may upon their and each of their respective Corporal Oath discover set forth whether

they

they did Set and Subscribe Names to the Policy of the Ninth day of August One thousand Seven Hundred and Sixty four and whether they did or did not on Notice being given of the loss of the Ship Windsor pay their several Subscriptions to Your Orators agreable to the tenor of their Covenants and how and in what Manner Your Orators did Settle and adjust the Accounts between them the said Underwriters and Your Orators as Attornies, and whether they did not Enter into the Indemnification as before Mentioned and whether they did or did not sign such Writing and what is became of the said Writing the purport of the same may be setforth in their Answer, and that they may further Answer make to all and Singular the Matters and things herein before setforth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and interrogated and be Decreed to give Your Orators such Relief in the premisses as to this Honorable Court shall seem Meet with all Costs of this Your Orators Application

May it please this Honorable Court to cause the said Nulla Cambaker Shaw Kistnah Amarashenvar, Shadasheva Marseen Ragadeff, Govindeff, Sankerjie Ramasheevar, Mullu Shevar Sanderevan Ramanad Mooteehand Lalchund Coomarjie Jeevan, Lachmedaut Ranechede, Ragoonadeff, Dagat Dowdat Shamboy Rame Shevar Broda, Latchmedant, Ballabadar Herridaut, Ramchandre to be Summoned and Required by the Shariff of Fort Saint George Town of Madrapatnam and the Districts thereof personally to be and appear before this Honorable Court at a certain Time and place to be by this Honorable Court prefixed and Appointed them and there to Stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Chas Bromley
Attorney for the Complainant

Read and filed
7th June 1766

The Answer of Nulla Cambaker, Shaw Kistnah Amarashenvar, Shadasheway Marseen, Ragadeff, Govindeff, Sankerjie, Ramasheevar Mullu Shevar, Sanderevan Venkatash, Ramanad, Mooteehand Lalchund Coomarjie Jeevan, Lachmedaut Ranechede, Ragoonadeff, Dagat dowdat Shamboo Rame Shevar Broder, Dagat Latchmedaut Ballabadar, Hanridaut and Ramchandre of Madraff Merchants Defendants to the Bill of Complaint of Thomas Pelling and John de Faris of Fort Saint George Merchants Complainants

These Defendants now and at all times hereafter saving and reserving to themselves all and all Manner of benefit and Advantage of Exception to the many Errors Uncertainties Imperfections and insufficiencies in the said Bill Contained for Answer thereunto or unto so much thereof as these Defendants are Advised doth Materially Concern them to make Answer unto they these Defendants Answer and Say that they Admit that the Complainants as Attorneys to Charles Child in the Complainants Bill Named did open a Policy of Insurance on the Ship Windsor for the Sum of Six thousand Pagodas bearing date the Ninth day of August One thousand Seven Hundred and Sixty four as his Share of the said Ship and Cargo, and that such Risk was to Commence from the time the said Ship left Madraff, and to Continue till her Arrival at the Nicobars Pegue and Bengall but these Defendants were not only allowed Six Pagodas and One half p Cent, but they were also to be allowed an Abatement of Ten p Cent in case of the Loss of the said Ship Windsor, but these Defendants deny that the Complainants in Consideration of the heavy Loss of the Ship did of their own Accord and free will take upon themselves to make a deduction of Ten Pagodas p Cent in favor of these Defendants And these Defendants admit that they were Acquainted by the Complainants as Attorneys for the said Charles Child of the Loss of the said Ship Windsor, And that apart of the said Ship

And

and Ships and Cargo were saved and that Six Months afterwards being the time Limited for the Payment of their Several Subscriptions the Complainants past three of these Defendants into Court, tho these Defendants intended to Settle the Affair in a friendly and in a Reasonable manner, and upon hearing that Bills of Complaint were Exhibited in this Honble Court against three of them these Defendants as some of them Applied to the Complainants and asked them their Reasons for so doing who told such of the Defendants as there Applied to them that the three Suits against them the Defendants could easily be withdrawn if they would but settle the matters which these Defendants were ready and willing to do, and Accordingly did, by Paying what was due to the Complainants on Account of the Several and Respective Sums by these Defendants Subscribed making in the whole the said Sum of Six Thousand Pagodas and these Defendants to receive from the Complainants their Shares of such Part of the Salvage as the Complainants had received but these Defendants Are Apprehensive that the Greatest part of the Salvage of the said Ship then was at Pegue Unremitted, as these Defendants further say that upon these defendants receiving a part of the Salvage as aforesaid the Complainants wanted to Obtain from these Defendants Indemnification & in Order to Induce these Defendants to give them such Indemnification they Informed these Defendants that Thomas Gibson the Commander of the said Ship Windsor was then gone to Bengal and that he Carried on board the said Ship a Quantity of Goods that was not insured, and that the Greatest part thereof was Saved together with part of what these Defendants Insured and that the said Thomas Gibson had remitted the Complainants a Sum of Money on Account and as in part of the Salvage which Sum or their Proportion thereof was paid to these Defendants, but as the said Thomas Gibson did not give to them a Particular Account whether the money so Remitted belonged as Salvage to the Goods that were not insured or to those that were insured by these Defendants they did for that reason request these Defendants to give them the said Indemnification and Promised to give these Defendants a Receipt for the Remaining part of the said Salvage which they had not received & which Remained at Pegue as aforesaid but which request these Defendants could by no Means Comply with as what the Complainants desired of these defendants was and is Unusual and Unpracticable Among Merchants in trade and Insurers and these Defendants further Say that the Complainants after days Afterwards sent for six of these Defendants who were Induced by the Complainants and their Ignorance and for want of Properly Considering what they were about did sett their hands to the said Indemnification and the Complainants Requested them to give them the Complainants a Certificate from Under their hands Certifying that they did set their hands thereto as well for and on Account of the other Twelve of these Defendants as themselves which request of the Complainants they Rejected And these Defendants further say that while these Matters remained in this Situation the Complainants Exhibited their said Bill against these Defendants in this Honble Court for the Executing & Delivery of the above Indemnification but which these Defendants think at Present of no Consequence as the reason why the Complainants requested the said Indemnification was on Account of the said Thomas Gibsons not being in this Place and for the Reasons above Alledged but as the said Thomas Gibson is now and for some time Past has been at Madrass he may by the Complainants be Called upon & desired to give them on Account of the whole of the said Salvage & what was the Amount thereof After which the whole Accounts Relative thereto may be very soon entirely Settled, without giving this Honble Court any further trouble about these Matters, and if upon such Settlement these Defendants should Appear to be indebted to the Complainants they Are and will be ready and Willing to Pay and Discharge the same to the Complainants & if a Ballance should on such Settlement Appear in favor of these Defendants the Complainants ought to Pay the same to these Defendants and which Defendants always were and Still are ready to do, and these Defendants Submit to this Honorable Court whether this is not a fair Just & Equitable Proposal and whether in that case there is Any Necessity for, or whether these Defendants Ought to give the Complainants Any Indemnification and whether their now Requesting it is not Unjust and Unreasonable, And now these Defendants proceed to Answer the Interrogatories put by the Complainants in their said Bill of Complaint to the first of which these Defendants Say that they did Set and Subscribe their Names

Name to the Policy of the Ninth day of August One thousand Seven Hundred and Sixty four and that they did thereon bind themselves in Notice being Given them of the Loss of the said Ship Windsor to Pay their Several Subscriptions agreable to the tenor thereof and with regard to the Settleing of Accounts between the Complainants and these Defendants they these Defendants were to Pay to the Complainants what was due to them on Account of the said Insurance & Receive of them their Proportion of Salvage and these Defendants did Accordingly Pay the same to the Complainants but the Complainants did not pay to these Defendants their full Proportion of Salvage and with respect to the Indemnification Six of these Defendants did on the Back and for the Reasons before Mentioned Sign the same but the Greatest Part of these Defendants did not Sign the same Wch the Complainants have Unjustly in their said Bill set forth that the Greatest part of them did Sign it and the Six of these Defendants who did so as aforesaid Sign the same after they had a little Considered of it were not fully Satisfied therewith and they did therefore tell the Complainants that notwithstanding they did Set their hands to the Same as aforesaid Yet they desired the Complainants might not look upon Such a Paper Writing to be of Validity which Indemnification these Defendants did at the request of the Complainants deliver or send to the Complainants Some time before the Complainants exhibited their Bill in this Hon^ble Court and have never received it nor even Seen so that the Complainants Charge in the said Bill that the same is in these Defendants Custody is a false & Unjust Charge & their desiring to know what is become of the same and set forth the Purport of it is very Vague and finds Means to deceive this Honorable Court and to Induce this Hon^ble Court to be of Opinion that these Defendants refuse either to Sign the same or Deliver it up in Order to make their affair Appear Litigious but these Defendants humbly hope the Contrary thereof will appear to this Honorable Court by these Defendants declaring as aforesaid that they Are ready and Willing to Settle the same Amicably and

and which may now be done if the Complainants are willing so to do, and these defendants further Say that as the said Thomas Gibson is now here the Complainants Pretensions that they did not know to which Account or Credit to place the money remitted to them by the said Thomas Gibson as He did not Write to them a Particular Account whether the said Amount was for Gen Ave^ge of the Average on Goods Carried on board the said Ship that were not insured or such part thereof, as were insured by these Defendants and as the said Sum was distributed to and Among these Defendants as Insurers the Complainants therefore required of these defendants the Indemnification for fear the said Thomas Gibson might have sent such Sum or part thereof on Account of the Goods that were not insured, Cannot now be of Any Signification and which Pretensions these Defendants presume the Complainants Must Relinquish as the said Thomas Gibson Can and Ought to furnish the Complainants with all such Accounts as may be Necessary to enable them Properly to Settle the whole of the said Salvage with these Defendants and which these Defendants as before Mentioned were and Are ready to do without giving this Hon^ble Court any further Trouble when the Complainants think Proper so to do Therefore these Defendants humbly Conceive the said Proceedings of the Complainants in this Honorable Court are very Unjustifiable

All which matters and things these Defendants are ready and willing to Aver Justify Maintain and Prove in such manner and form as this Hon^ble Court shall direct and humbly Pray to be hence dismissed with their Reasonable Costs and Charges in this behalf most Wrongfully Sustained

John Sykes
Attorney for the Defendants

Read and filed
22 July 1766

The Replication of Thomas Pilling and

John de Fries to the Answer of Nulla Caumalatheny Shree Kistnah Amaraschevay Shadaschevey Mangeen, Ragadese Govendese Santherjie Ramaschevay Mullar Shevay Sandeman Venkatach Vamanaj Moobichand Lalcahund Coomarjie Jeevan Lachmeedas Premchdy Ragoonadse, Dayal dasdas Shamboo Ramschevay

Sheevar Boodar, Dagal Lalchomed, Ballabadar,
Hawridaut, and Ramchaudre of Madras Merchant

The said Replyants now and at all times hereafter
Saving to themselves all Advantage of Exception to the Uncertainties and insuff-
iciences of the said Answer of the Defendants, is entirely inconsistent with the
truth, and the most Scandalous and unheard of Defence, that possibly could come
before a Court of Judicature, to prove which, the following by way of Vyleation,
with the leave of this Honble Court, is briefly written, That the said Replicatien
did advise the defendants of the Loss of the Ship Windsor together with
such Advises as they then received of the Salvage, that the time limitted for
Payment of their several Subscriptions being terminated, the Defendants were
called upon to settle and adjust their Accounts with the said Vyliants as
Attorneys for Charles Child, one of the Owners of the Ship Windsor, but they
the Defendants, continually made some Excuses or other to Evade these accounts,
pretending they must send to Pegue to Enquire concerning this Loss and
Whereupon the said Replicants applied to Mr Charles Bromley
one of the Attornies of this Honble Court to make such an Application to this
Honble Court, as the Nature of their Case required who filed a Bill of Comp-
laint against Ballabadar, Rugadas, Dagal Lachmedaut, three of the said
Defendants by which said Bill of Complaint the said Replicants on
Account of the said Charles Child, renounced all right Title &c to the Salvage in
favour of the Defendants agreable to the Usage and Custom of Merchants &
insisted upon the several Sums by them Subscribed, to be paid with Interest
after the time limitted for payment was Expired and without any abatement
the said Replicants further setforth that before any more Bill of Comp-
laint could be got ready, the Defendants beggid that the Replicants
Attorney Mr Bramley might stop from proceeding any further, as their intentions
were of accomodating the Differences between them and the Replicants, agreeable
to such request the proceedings were Staid and Accounts produced of the Salvage
they had received from Captain Thomas Gibson then Commander of the Ship
Windsor, and that they the said Replyants were ready to adjust such Accounts
with the Defendants they the defendants acquiesced and accordingly the Accounts
were

were Settled and the defendants credited for their Share of the Salvage & at the Earnest
intercession of the Defendant the Abatement of Ten p Cent was allowed them & the
Interest struck off and as the Replicants were Accountable to Captain Thomas Gibson
for such Errors that might happen by paying More or less to the parties intitled to the
Salvage, the Replicants insisted on some Indemnification to secure them from future
demands that might be made on them on Account of any Erroneous distribution of the
Salvage and from the aforementioned Charles Child refusing to abide by what the
said Replyants did on his behalf as the abatement of Ten p Cent and the Interest
for the Time he was kept out of his Assurance Subscriptions, but the said Replicants
begs leave to acquaint this Honble Court that during the Course of this most Trouble
some Transaction the whole of this dispute was left to the intire decission of Claud
Russell Esqr then Mayor of this Honble Court, who several times met at the
Counting House of Mr De Castro, where these Replicants insisted on Payment
of Ten p Cent and Interest on their Said and at the same time and place produced
their Accounts in his presence and before Mr John Smith Senior & his Drawing
Cashewa and Mr Charles Bromley the defendants or the greatest part of them were
present, these Meetings were very frequent and very trouble some, at the perfecting
whereof, the importunities of the Defendants, and the Request of the said Claud Russell these
Replyants promised to withdraw their Suits in this Honble Court against them
to allow of the Abatement of Ten p Cent & Interest of the interest, this being Complied
with, they the Defendants promised on their Parts to indemnifye these Replyants
from any trouble Damages Costs &c that might arrise from such their, these
Replyants Settling with them the promise appearing so plausable and
Equitable that the said Claud Russell was of an Opinion that both parties
could not come to a more fair decission of their disputes and at the same
time in a Most friendly Manner desired the Defendants that they would
not let this Matter Slip their Memorys, or have any further disputes
upon this head which they the Defendants promised, and seemed perfectly
Satisfied, An Indemnification was immediately drawn out and sent to the
defendants for their inspection and upon the Defendants acquainting
the Replyants that they or the greatest part of them Subscribed the Indemni-
fication, the said Replicants withdrew their Bill of Complaint & permitted
their

their Names to be Erased from under the Policy of Insurance upon the Ship Windsor The said Repliants further begs leave to setforth that Bills of Compl=aint were Lodged against two of the Defendants by John Smith aforementioned on Account of Abraham Jacobs of Calcutta Merchant they the Defendants being Underwriters to a Policy of Insurance for a further Sum upon the said Ship, which dispute was Terminated in the Manner before related and sundry misicatinwas likewise tendered to them being very Near the same in purport as that of the Repliants which they the Defendants have, as the said Repliants are informed Executed with Submission to this Honble Court, the little probability of the Truth there is in the Answer of the defendants, is sufficiently shewing by what has been said by the said Replyants and the Necessity that there is of making any Defence to the Repliants Bill of Complaint, the said Replyants leaves the Consideration of this Honble Court and humbly hopes such Litigiousness will not be permitted to pass unnoticed And the said Repliants further say that as the said Thomas Gibson has been there some Considerable time the Defendants will not come to any Account with him though by him frequently desired they well knowing that they have received more than comes to their Share which appears to be the Case upon a final adjustment of the Accounts and by their being in possession of More than is their right the said Repliants are become accountable to the said Thomas Gibson and absolutely without relief unless this Honble Court shall order and direct the Defendants to Execute their Indemnification to be by them given to the Repliants, as the Consideration before setforth was the terms on the Indemnification was to be obtained And the Repliants further say to what the defendants setforth that the persons who set their Names to the Ind=emnification were Ignorant of the Matter for want of Considering properly the Contents thereof that upon Mr. Charles Bramley Questioning the Attorney of Nulla Caumtacker what was become of the paper he made Answer that he had on Account of his Master Executed the same and sent the paper bound and therefore could not help the delatoriness the rest of the Defendants, and further that the said paper Writing was Explained by Mr. Sythes the Attorney for them and by Mr. Charles Bramley and that the greatest care and caution was made use of to prevent any disputes arising on this subject All which matters and things the said Replyants are ready & willing to verifye Maintain and prove in such Manner and from as this Honble Court shall direct & humbly pray as in and by their said Bill of Complaint they have already Prayed

Charles Bromley
Attorney for the Replyants

Read and filed 19th August 1766

The Rejoinder of Nulla Caumtaukher, Stra=
Kistnah Amarasherwar, Shadasheevy Narseny Rugadoss, Govindoss, Sankerjee Ramasherwar, Mullu Sherwar, Sanderason Vencatachlamand, Motechand Lalchund, Coomarjee Seevan Lachmedant Rannechode, Ragoonadoss, Dagat Dweedat Shamboy, Rame Shevan Bondar, Dagat Lalchomedat, Ballabadar, Harridaut and Ramchandra all of Madras Merchants Defendants to the Replication of Thomas Selling and John De Flores of the same place Merchants Complainants

These Defendants now and at all times hereafter saving and Reserving to themselves all and all manner of benefit & Advantage of Exception to the many Errors Untruths Uncertainties imperfections and insufficiencies in the said Replication Contained Say that the Answer of these Defendants all and Singular the matters and things therein contained are Certain true and Sufficient in the Law to be Replied unto and these Defendants further say that they absolutely deny that the Answer of these Defendants is either entirely or in the least Inconsistent with the Truth or that the same is in the least either Scandalous or an Unhead of defence or such one as is not proper to Come before a Court of Judicature on the Contrary these Defendants say that it is Just and true and the Repliants are Conscious thereof notwithstanding their Uncommon Stile of denying the same in their Replication, in Order to Induce this Honble Court to be of Opinion that the Contents of these defendants Answer

are

are not true the Contrary wherein these Defendants doubt not to make appear to the Satisfaction of this Honble Court & these defendants Admit that the Replyants did advise them of the Loss of the Ship Windsor with such Advices as they Received of the Salvage And that when the time limited for the payment of their several Subscriptions were terminated these Defendants were Called upon by the Replyants as Attorneys to Charles Child one of the Owners of the said Ship Windsor for the payment of the Sums of money by them respectively Subscribed wherein these Defendants promised to discharge provided they should be first paid the Amount of their Share of the Salvage but these defendants deny that they made any Evasions to Evade these Accounts or that they pretended they must enquire about this Loss and so forth, as is most Unjustly setforth in the said Replication Or the Contrary these Defendants Say that they were then and have ever since been Ready and willing to Settle the said Matters fairly Justly and Amicably and it is the fault of the Replyants that the same or any part thereof now Remain Unsettled and not of these Defendants And these Defendants say that the Replyants did but without any reason given by these Defendants and entirely Unknown to these defendants file a Bill of Complaint in this Honble Court against three of them on Account of the said Insurance and about two days afterwards these defendants were Served with the Summons of this Honble Court & in Consequence thereof most of these Defendants met One of the Replyants John de Peris at the House of Mr De Castro in Company of Mr Russell then Mayor at which time the said John de Peris asked these defendants whether they would Settle the Insurance with them or not which these defendants then promised Immediately to do, provided the Replyant would pay them their Share of the Salvage whereupon where the said Mr Russell Lauded the affair and told the said John de Peris he had no Right to put these Defendants into Court as they were Willing to pay the Insurance and Receive the Salvage due to them; And the said Mr Russell then settled the Dispute in this Manner that these Defendants were to pay the Replyants the Amount of the Policy of the Insurance by them respectively Subscribed, and the Replyants were to pay the Salvage due thereon to these defendants And these defendants did

Accordingly about two days after that pay the Replyants the amount of the said Policy of Insurance & the Replyants paid these Defendants their Share of such part of the Salvage as then Appeared due out of what they had received at which time the Replyants produced a Paper Writing said to Contain an Indemnification and Requested of such of these Defendants as were then Present to set their Hands thereto, which they at first refused doing telling the Replyants that they were Unacquainted with the Contents thereof, when the Replyants told the said Defendants that they might Sign to it and Carry the Paper along with them & get the Remainder of these Defendants to Set their hands thereto after being fully Satisfied of the Contents of the same which they these Defendants then did, and took and Carried the said Paper Writing along with them, but when they these Defendants were jointly Acquainted with the Contents thereof they found it to be contrary to the Practice Among Merchants in trade and therefore they delivered it up to the Replyants again & these Defendants deny that before any more Bills of Complaint could be got Ready these Defendants begged of the Replyants Attorney Mr Bromley to Stop from Proceeding any further, but Say when these defendants went to Request to let them Peruse the Policy of Insurance they told these defendants that it was in the hands of Mr Bromley and that they might Request a perusal of it from Him; on which Account these Defendants went to him and not on any other Account, notwithstanding these Defendants were always and still are ready to Settle these Matters Amicably and According to reason Justice and Equity but not Contrary thereto as the Replyants seem to want them to do by the present Suit And the Replyants did not long after such Applications as aforesaid withdraw the three Bills of Complaint they filed against three of these defendants out of this Honble Court and paid the Costs of Suit, and which they would not have done if they had any Just Cause for filing the said Bills against the said defendants and which with Submission these Defendants humbly Conceive must entirely Confute the Replyants Unjust assertion about the said matters and Accounts and these defendants admit that when the Accounts were settled as before mentioned they were Credited for their Share of the Salvage or so much thereof as the Replyants had Received and an Abatement of Ten p Cent allowed

them and the Interest Struck off, But these Defendants say and humbly
Insist that they these Defendants have Nothing to do with nor are they in the
least Accountable for any Errors that might happen by Means of the Replyants
paying more or less Salvage to the Parties Entitled, and these Defendants further
Say that if the Replyants did make any Errors in the paying the said Salvage they
believe it was their own fault, as the Replyants had Received Letters from the
said Thomas Gibson with a Particular Account of the Salvage and therefore the
Replyants had no Right to insist on any Indemnification to Secure them from
future Demands, Nevertheless if upon a fair and Just Statement of the said
Accounts it should appear that these defendants have received more than their
Share of the said Salvage they are and will be ready to repay such Overplus
to the Replyants as proposed in their Answer And these Defendants further
Say that the Reasons which the Replyants gave for Requesting these defendants
to Sign the said Indemnification were not such as by the Replyants set forth
in the said Replication, but such as by these Defendants set forth in their said
Answer and their Requesting the same is not only unjust and Unreasonable but
their Reasons said to be given to Induce these Defendants to sign the same
Erroneous and tending to Deceive this Honble Court and to obscure the real truth
And as further Reason why these Defendants ought not to give the Replyants
any Indemnification and why they are not Intitled thereto these Defendants
Say that at and before the time of Delivering these Defendants Answer unto
this Honble Court the said Thomas Gibson was at Madras and the Replyants
might and might to have requested the said Thomas Gibson to have given them
a full and true Account of the said Salvage & Then the whole Affair relative thereto
might have been entirely Settled without giving this Honble Court any further
Trouble about these Matters & these Defendants Submit to this Honble Court
whether in Case they had done so there would have been the least Necessity
for an Indemnification and whether by their Neglecting so to do they have
not forfeited any Right thereto if they ever had any and these Defendants admit
as they have above set forth that the whole of these Disputes were left to the
entire discretion of Mr Claud Russell then Mayor of this Honorable Court
who these Defendants believe did but once meet at

of Mr De Castro and not Several times as is set forth by the Replyants in their
Replication, and that of his own Accord and upon some of his own private
Business and these Defendants happened then to go there, but they are never
Summoned or desired to Attend that day, however Accounts were then and there
Settled by the said Mr Russell in presence of Mr John Smith Junior and
his Braminy Cashewa and Mr Bramley whom past only, and not all of these
Defendants were present and these defendants deny that those Meetings were either
very frequent or very Trouble some or that at the pressing importunities of these
Defendants and the Request of the said Claud Russell the Replyants promised
to withdraw the Suits from this Honble Court Against three of these Defendants which
is entirely false and without foundation but these Defendants Say that the Replyants
were Convinced by the said Mr Russell of their Errors in putting three of these
defendants into Court without Sufficient Grounds, and therefore they withdrew the
said Bills of Complaint which they filed against them and paid the Costs
Court they Certainly would not have paid the Costs of Suit even if they had agreed
to withdraw the Bills but would have Insisted on these defendants paying
them And these defendants deny that they or any of them ever promised to
indemnify the Replyants from any trouble damages Costs &c that might
Accrue from such their Settling with these defendants or that such promise
seemed so plausible and Equitable that the said Claud Russell was of an
Opinion that both parties could not come to Amore fair Decision of their dispute
& that he did at the same time in a Most friendly manner desire these defendants
that they would not let this Matter Slip from their Memories or have any further
disputes on this Head or that these defendants made any such Promise or did or could
ever perfectly Satisfied therewith And these defendants say and Admit that accounts
were Settled, and both parties Satisfied with such Settlement of the said Claud
Russell but the Intention of these defendants as Explained by them to an
Interpreter and by him Explained to the Replyants and the said Claud
Russell and others Present were very far from Implying a promise to grant
the Replyants an Indemnification but an Agreement or Certificate Certifying

that they had Received so much on Account of the said Salvage and that if it should hereafter appear that they had Received more than their Share thereof they would Return the Overplus back to the Replyants, but if less the Replyants were to pay the Remainder to them And to the same purport the Replyants also were to Grant these Defendants an Agreement from under their hand only Altering therein the word Salvage to Insurance which these Defendants humbly Conceive cannot be Named a Bond of Indemnification & these defendants deny that the Indemnification was immediately sent to them but say that upon paying the Amount of the said Insurance the same was produced to such of these Defendants as were then present who did for the reasons in the Account and with the Proviso above mentioned Set their Hands thereto And these defendants also deny that they or any of them ever Acquainted the Replyants that they or the Greatest part of them Subscribed the Indemnification or that the Replyants did or could for that Reason withdraw their Bills of Complaint & permitt their Names to be Erased from Under the Policy of Insurance upon the Ship Windsor, but say that the Replyants withdrew their said Bill of Complaint for the Reasons above mentioned being well Convinced of their Error in filing them so that the Replyants assertions Relative thereto are entirely false and Calculated to perplex this Suit which was Commenced with as little foundation as the other other three which the Replyants withdrawn and these Defendants Admit that two Bills of Complaint were lodged against them by the said John Smith on Account of Abraham Jacobs of Calcutta Merchant and that they were under Writers to a Policy of Insurance for a further Sum of money upon the said Ship which dispute these Defendants admit was terminated in the Manner above Related, but deny that an Indemnification to the same Purport was Executed by these Defendants for these Defendants Say that the purport thereof was very different from that drawn Out by the Replyants or some Person for them, and further these Defendants Say that it was more in the manner and form of an Agreement or Certificate than an Indemnification, and the said John Smith for and on Account of the said Abraham Jacobs did in Return Grant these defendants an Agreement to the like Effect from Under his Hands which the Replyants Refused granting these Defendants, And with Regard to the Replyants pointing out or putting the Court in Mind of the little Probability there is of the truth of these Defendants Answer and Pretending they have Sufficiently Shewn the same these Defendants with Submission to this Honorable Court Conceive

that there is Nothing in the Replyants Replication that does in the least tend to prove out or shew that their Answer is not true, but these defendants humbly hope this Honble Court is Convinced of the Truth thereof and also of the falsity of the said Replication by what is before Set forth and also what little Ground the Replyants had to request an Indemnification meerly Lest to file a Bill of Complaint for that purpose or to persist in the Suit when they ought to have Settled those Matters entirely on the said Thomas Gibsons Arrival at Madras which these Defendants would have been very ready to have done and Still are ready to Settle them And these Defendants further say that this Honorable Court will Examine that these Defendants are Guzerates by Cast and Nation and these Defendants doubt not but that this Honble Court are Sensible of the Great Regard the Guzarates pay to their Oaths which they would willingly Avoid taking if they possibly Could but as they were Obliged to do it on the delivering in of their Answer to the Replyants Bill of Complaint they humbly hope this Honble will look upon it to be true and Valid and Sufficient to Confute the Evasive and Unjust Pleas and Assertions made use of by the Replyants in their said Bill and Replication, and these Defendants further say that it is to Say that as the said Thomas Gibson had been here some Considerable time these Defendants would not come to any Account with him though by him frequently desired they will Answering that they have Received More than Come to their Share when the Replyants will know that the said Thomas Gibson only Arrived here a little before these Defendants filed their Answer to the Replyants Bill of Complaint and as the Replyants were then, tho Unlawfully, Calling these defendants to an Account how Could they Settle Accounts with him? besides with Submission it was the Indispensible duty of the Replyants to Settle Accounts with the said Thomas Gibson and not of these defendants who are to Settle with the Replyants of which they are well Convinced and are Sensible of their Neglect and Error in not doing it And these defendants deny that the said Thomas Gibson did either frequently or ever desire these defendants to come to an Account with him nor had he any Right so to do, but Say that a Person from one of the Replyants John & Jones did Apply to these Defendants and told them that the said Thomas Gibson was here and if they had any demands to make them on him, which these defendants with Submission to this Honble Court think they have no right to do, for how can their demands be on the

said

said Thomas Gibson or what Authority have they to make any demands on him who was no More than the Master of the said Ship and Acted on Account of the said Charles Child or of the Replyants on his behalf and therefore he is Accountable to them and the Replyants to these Defendants and therefore it is the duty and Business of the Replyants as Attorneys to the said Charles Child to Call the said Thomas Gibson to an Account and not these Defendants they being only Insurers the Replyants ought therefore to have Called the said Thomas Gibson to an Account for the said Salvage when He was at Madras and Settled with him and then the Matters between the Replyants and these Defendants might easily have been finally Settled and if these Defendants have received more than their Share of Salvage they would have paid the Overplus to the Replyants and if they have received less than their Share thereof, which they are of Opinion they have done, then the Replyants should pay them the Remainder and which these defendants were and still are Ready and willing to do as beforementioned And these defendants still humbly Insist that such of these defendants as set their Names to the Indemnification were Unacquainted with the Contents thereof at the time they so Signed the same and these defendants deny that Ever Mr. Bramley Questioned the Attorney of Nellakundacker what was became of the Paper Writing or that he made any such Answer as is setforth by the Replyants in their said Replication all which is entirely false And these Defendants also deny that ever the said Mr. Bramley explained to them the Contents of the said Paper Writing but admits that after such of these defendants as Signed the same as aforesaid had so Signed it and after they were put in Possession of the said Paper Writing or Indemnification these Defendants did apply to Mr. Sykes and Requested him to Explain to them the Contents thereof and beged his opinion whether these defendants could with Safety set their Hands thereto, but these defendants after the same was so Explained finding it Contained More than what is Customary or ought to be given on such an Occasion they Refused to Set their Hands thereto and did immediately or very soon afterwards deliver it up to the Replyants again as they promised to do, And Lastly these defendants humbly hope that by what these defendants have above and in their Answer Setforth this Hon^ble

Scandalous and that therefore this Honorable Court will be Pleased to Order that part of the said Replication to be Expunged out of it and will be Pleased to make such other Order about it as being an unjust Charge as to them shall Seem Meet

All which matters and things these defendants are Ready to Aver maintain and prove as such Manner and form as this Honorable Court shall direct and humbly pray as in and by their said Answer they have already Prayed

John Sykes
Attorney for the Defendant

To Edward Russell Esq^r

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at Issue in the Hon^ble the Mayors Court at Madras-patnam Wherein Thomas Pelling and John de Faris of Fort Saint George Merchants are Complainants And Nella Caumachi, Shree Kistnaik Amarasherwar, Shadasheway Narrain, Rogadeff, Govendeff, Sankerjie Ramasherwar, Mullu Sherwar, Sanderewan Venkatash Ramanad, Meotahand Lalchund, Coomarjie Jeevan, Lachemedaut Ranchode, Ragoonadeff Dagat Dwadat Shambo, Rame Shewar Boodar, Dagat Lalchemedaut, Ballabadar Harridaut, and Ramchandre of Madras Merchants are Defendants

Interrog^y 1st ..... Do You know or do You not know the parties Complainants and Defendants in the Title of these Interrogatories Named, if Yea, how long have You known them or either and which of them Declare

2d ..... Do You know or do You not know, whether the Defendants did

did or did not Enter into a Policy of Insurance dated 9th day of August 1764 upon the Ship Windsor Captain Thomas Gibson Commander bound to the Nicobars Pegue and Bengall for the Sum of 600 Pagodas the property of Charles Child of Calcutta Merchant, Do You know or do You not know whether the said Ship was lost in her Voyage and do You know or do You not know whether any and what intimation was given to the Defendants by the above said Complainants the Attornies of Charles Child aforesaid And do You know or do You not know whether any and what Suit or Suits were brought against any and which of the Defendants and do You know or do You not know or have You heard that the said Suit or Suits were withdrawn if You set forth the reasons for which the said Suit or Suits were withdrawn and the whole You know touching this Interrogatory to the best of Your Remembrance and belief

9. Did the Defendants or some of them or did they not make any Application to You for the adjusting the dispute arising upon the Policy of Insurance in the foregoing Interrogatory named if Yea at what time and at what place, Do You know or do You not know whether such Application was made before or after the Commencement of the several Suits in the foregoing Interrogatory named, did You or did You not make any Appointment or Appointments to both the Complainants and the Defendants for the Accomodating the dispute upon the Ship Windsor and Did or did not the Defendants together with the Complainants Attend to such Appointment or Appointments if Yea when and where and how often did the Complainants and Defendants or did they not state the nature of their dispute and did they or did they not leave such dispute to Your decision, and did You or did You not decide the same, and did or did not the Complainants object to the Judgment and did or did You not recommend to the Complainants the weight of the Loss the Defendants Sustained, and do You or do You not know whether the Complainants did or did not Offer to give up to the Defendants the Abatement of 10 p Cent and Interest upon their entering into same Condition with them, if Yea set forth the whole You know touching or Concerning this Interrogatory to the best of Your Remembrance

10th 4. Did You or did You not tell Mr John de Faria One of the Complainants that he had no Right to put the Complainants into the Mayors Court and did You or did You not at the time of the Reference request of the Complainants to get drawn out an Agreement in the Nature of an Indemnification and did You or did You not direct or advise the Defendants to Sign the same and did they or did they not Assent thereto and did the Complainants or did they not promise to Withdraw their Several Suits against some of the Defendants upon their Signing the same if Yea set forth the whole You know touching this Matter to the best of Your Remembrance and Belief

11th 5. Do You know or can You set forth any other Matter or thing which may tend to the Advantage and Benefit of the Complainants to which You have not heretofore been particularly interrogated if Yea the same to the best of Your Knowledge Remembrance and belief Particularly declare

Chas Brownlow
Attorney for the Complainants

Depositions of Claud Russell Esqr in a Cause between Thomas Pilling and John de Faria of Madras Merchants Complainants and Nula Cauntacher &c Merchants Defendants taken at Calcutta by Virtue of a Commission from the Honorable the Mayors Court of Madrasapatnam dated the 16th September 1766 Directed to William Aldersey Thomas Keleall and Charles Floyer Esqrs or any two of them being in Answer to the Interrogatories therein Mentioned on the part of the Complainants

To the first Interrogatory ..... The Deponent has known the Complainants about 12 or 14 Years and Nula Cauntacher as long — As to the rest of the Defendants he believes he knows several of them but Cannot positively swear it not being well acquainted with the Names of the Gunzand Merchants at Madras Nula Cauntacher and Gocul Jemmady Excepted

To the 2d Interrogatory ..... He does know that Nula Cauntacher with many others did Underwrite a Policy of Insurance upon the Ship Windsor Captain Gibson, but the Sum or date he does not remember — He knows by Hearsay that the Windsor was Lost in Pegue River, but what Intimation was given thereof

to make a formal Declaration but if a Letter can be received as Evidence You are at Liberty to produce this in Court to Certify that in Consideration of Your Making a Dividend of the Salvage then in Your hands — They in My presence and by My Mediation agreed to Execute a Bond of Indemnification Obliging themselves to refund in Case upon a final Adjustment it should afterwards appear they had Received more than their Proper proportion Mr Bromley who think was then present was immediately Ordered to draw up a proper Instrument — All the Underwriters by their former Shuffling Behaviour had forfeited all Right to Claim the Deduction of Ten Cent stipulated in the Policy Yet from Compassion for their Loss this was given them up after they have made the above Agreement and pains were taken to make them Sensible of the favour done them which all that were present very thankfully acknowledged but how many were present I do not Remember

I am Gentlemen

Your Most Obedient

Humble Servant

Claud Russell

(Duplicate)

Mayor's Court at Madraspatnam

Tuesday the 28th day of April Anno Domini 1767

Present

Anthony Sadlier Esquire Mayor

Peter Mariette — John Debonaire

Thomas Pomney — Reynold Adams

Francis Fourdan — & John Holland

Aldermen

Mayor's Court

L. S.

Between Thomas Pelling and John De Fries of Fort Saint George Merchants Complainants and Nulla Caundaucker, Shrenkistnah Amarashenar Shadashewy Narsseu, Ragodass Govindass Sankerjee Ramashewar, Mulla Shewar Sanderwan, Venkatash Ramanad — Mootchand Lalchund, Coomarjee Jewan, Lachmedant Ramanchode Ragonadass, Dagat Dwadat Shamboe, Ramu Shewar, Deodar, Dagat Lalchmedant, Ballabadar Hawidant, and Ramchandre, All of Madras Merchants Defendants

This Cause coming on to be heard and debated this day in the Presence of the Attornies on both Sides on reading the Complainants Bill the Defendants Answer, the Replication the Rejoinder the Interrogatories and depositions on the part of the Complainants One Exhibit on the part of the Complainant on hearing the Pleadings made Use of by the Attornies and on due Consideration

Consideration had thereon It appearing to the Court that the Complainants & Defendants did Agree to Refer their Disputes to the Decision of Claud Russell Esquire the then Mayor of this place, who did Order that each Party should into a Mutual Agreement as set forth in his Depositions, and which the Defendants did promise to Execute, in Consequence of which the Suits Commenced by the Complainants against some of the Defendants were Withdrawn, and which Agreement the Defendants afterwards Refused entering into This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants and Complainants, shall enter into a Mutual Agreement according to the Tenor of the Depositions given by the said Claud Russell Esqr and that the Defendants shall pay all Costs of this Suit

Read and filed
25th April 1767

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles Flayer of Calcutta Esquire by his Attorney Charles Smith of Fort Saint George Merchant That Strepitty Venkatachellum and Cavally Soubiah of Madras Merchants Stand Indebted unto Your Orator in the full and just Sum of One thousand Star Pagodas making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Four hundred Pounds arising upon an Obligation Writing under the Hands and Seals of the said Strepitty Venkatachellum and Cavally Soubiah and by them given to Your Orator in Consideration of being so much indebted to Your Orator and by which said Writing they the said Strepitty Venkatachellum and Cavally Soubiah promised to pay to Your Orator the said Sum of One thousand Pagodas with the Interest after the rate of Eight p.Cent p.Annum on or before the first day of February One thousand Seven hundred and Sixty Six in reference such Bond or Writing Obligatory ready to be produced to this Honble Court when Required will more fully and at large appear And Whereas Your Orator hath frequently and in an Amicable Manner requested Payment of the said Strepitty Venkatachellum and Cavally Soubiah

But now so it is and may it please this Honble Court the

the said Strepitty Venkatachellum and Cavally Soubiah Obstinately and wilfully refuse to give Your Orator any Manner of Satisfaction touching the premises Your Orator prays a General Relief such as to this Honble Court shall appear agreable to Equity and Conscience To the end therefore that the said Strepitty Venkatachellum and Cavally Soubayah may upon their Corporal Oaths true and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of One thousand Pagodas with all such Interest as now is or shall hereafter grow due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Strepitty Venkatachellum and Cavally Soubiah 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 Honorable Court aforesaid and Appointed there and there to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 5th day of May Anno Domini 1767

L.S

Mayors Court

Present

Anthony Sadlier Esquire Mayor
John Debonaire Reynold Adams
& John Holland Aldermen

Between Charles Flayer of Calcutta Esquire by his Attorney Charles Smith of Fort Saint George Merchant Complainant and Strepitty Venkatachellum and Cavally Soubiah of Madras Merchants Defendants

The Defendants being in Court and Acknowledging the

Testimss of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of One thousand Pagodas / Pagodas 1000 — — — / together with such Interest as now or shall hereafter become due thereon, untill full payment is made also all Costs of this Suit

Sd Hurc

Read and filed
28th April 1767

To the Honorable the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator William Hunt late of Fort Saint George Inhabitant by his Attorney John Sykes One of the Attornies of this Honorable Court, that by Means of an Assignment to Your Orator by Edward Jane of Madras Inhabitant Numshawa of Madras Gold Smith stands Indebted unto Your Orator in the Sum and Just Sum of One hundred and Ten Pagodas Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings, the Sum of Forty four Pounds as will more fully and at Large appear by a Copy of a Mortgage Bond and the said Assignment together with an Account Current hereunto annexed for the inspection of this Hble Court And which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Hble Court that he hath frequently and in an Amicable Manner Requested payment from the said Namshave of the said Sum of One hundred and Ten Pagodas

But now so it is may it please this Hble Court the said Numshawa 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 Hble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Numshawa may upon his Corporal Oath full true direct and perfect Answer make to all and

Singular

Singular the Matters and things herein before set forth & Alledged as fully truly and effectually to all intents and purposes as if the same were here again Recited & particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Ten Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Numshawa 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 Hble at a certain time and place to be by this Hble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet

John Sykes
Attorney for the Complainant

Know all Men by these presents that I Numshawa of Madras Gold Smith am held and firmly bound unto Edward Jane of the same place Inhabitant in the Penal Sum of One hundred and forty two Pagodas Current Money of Madras to the true and lawfull Payment whereof to be made unto the said Edward Jane His Heirs Executors Administrators or Assigns I do also bind myself my Heirs Executors Administrators and Assigns firmly by these presents In Witness whereof I have hereunto set my hand and Seal in Fort Saint George this 6th day of January in the Year 1764

Whereas the above bound Numshawa hath Borrowed and Received of the above named Edward Jane the Sum of Seventy One Pagodas Current Money of Madras to Him at Interest to the Rate of Eight p Cent p Annum payable in Six Months from the date hereof and for Security whereof the said Numshawa have Mortgaged and made over unto the above Named Edward Jane a House and Ground Situated in Pedda Naicke Pettah in Longmans Street between the House of Mootu Venaga Chitty and the Corner Measuring in Length from East to West Sixty feet and in Breath from North to South forty Feet

Now the Condition of this Obligation is such that if the above bound Numshawa His Heirs Executors Administrators Assigns or other Surety for do and shall well and truely pay or Cause to be paid unto the said Edward Jane His Heirs Executors Administrators and Assigns the full and just

Sum

Sum of Seventy One Pagodas also all Depairs with such Interest that may become due thereon with in Six Months from the date hereof then this Obligation to be void and of no Effects otherwise to Remain in full force and Vertue ——— (Signed) Nunshava (Lst)

Signed Sealed and Delivered
In the presence of ———
Venkatachellum
Ramah Goindoo

A true Copy
John Sykes
Attorney for the Complainant

Know all Men by these Presents that I Edward Jane of Madraspatnam Inhabitant for and in Consideration of the Sum of Four Hundred and forty Nine Pagodas Thirty One fanams and Five Cash now justly due and owing by me to William Rent also of Madras Inhabitant being the Ballance of a Bond or Obligation bearing date the Eighteenth day of April in the Year of Our Lord One Thousand Seven hundred and Sixty Five made by me to the said William Rent in the penalty of One Thousand Pagodas Conditione for the payment of Five hundred Pagodas with Interest for the same at the Rate of Eight p Cent p Annum in Six Months from the date thereof & the Costs of Suit Commenced by the said William Rent against me on Account of My Neglecting to discharge the Money due upon the said Bond according to the Limited for the Payments thereof as will more fully and at large appear by an Account Current hereunto Annexed and for better Securing the payment of the same to the said William Rent Have Bargained Sold assigned Transferred and Setover and by these presents Do Bargain Sell assign Transfer and set over unto the said William Rent All that House and Ground Containing in Length from North to South Sixty feet and in Breath from East to west Thirty three Feet Situated at Peddamaich Petta in Kerrumboo Chitty Street between the Houses of Petchiapah and Swarpa which was sold to me by Lutchumaca and by Bill of Sale bearing Date the

the Twenty Ninth day of November One Thousand Seven hundred and Sixty three Conveyed to me my Heirs and Assigns for ever And also Mortgage Bond or Obligation date the Fourth day of January in the Year of our Lord One Thousand Seven hundred and Sixty four given to me by Nunshava of a House and Ground Situated in Pedda Maiche Petta in Empsoon Street between the Houses of Mootu Veerago Chitty and the Corner Measuring in Length from East to West Sixty Feet and in Breath from North to South Forty feet in the Penalty of One Hundred and Forty two Pagodas Current Money of Madras with Condition for the payment of Seventy One Pagodas with such Interest as might become due thereon within Six Months from the date thereof And also all that Sum of One hundred and Ninety Seven Pagodas by Mallycoinda my late Coniceply due to me for so much money by him Received for me and on my Account from Sundries And also all that Sum of Forty Seven Pagodas Justly due and owing to me from Tegagopah my late Servant for money by him also received from Sundries on my Account and for my Use and also all that Sum of Fifty four Pagodas due to me from Vellyveil Comarapah on the Ballance of Accounts for Calves And also all those my House hold Goods and Furniture following that is to Say Two Escritores, one Writing Desk Two Close Stool Chairs, Two Arm Chairs, Six, Chairs, Four Tables, Two Cotts, Three Chests Three Trunks, Two Couches, one Liquor Case, and all my Cook Room Furniture Together with all the Monies now due or which shall or may become due on the said Mortgage Bond or the said several Debts or Sums of Money And all my Right Title Interest Claim and Demand of in or to the said Premises so Conveyed to me my Heirs and Assigns for ever as aforesaid and every part thereof and also of in or to the said Mortgage Bond and the said several Debts or Sums of Money and the said House hold Furniture and the Monies due or which may become due thereon Respectively To hold the said William Rent his Heirs Executors Administrators and Assigns from hence forth to his and their own proper Use and behoof for ever under the Provision and Condition herein aftermentioned And I do hereby give and grant unto the said William Rent his Executors Administrators and Assigns full power and Authority in my Name and in the name of my Executors and Administrators but to the only proper Use and behoof of the said William Rent his Executors and

Administrators

Sum of Seventy One Pagodas also all Vspairs with such Interest that may become due thereon with in Six Months from the date hereof then this Obligation to be void and of no Effects otherwise to Remain in full force and Virtue ---------- (Signed) Numshava (his)

Signed Sealed and Delivered In the presence of ----------

Venca tachellum

Ramah Goindoo

A true Copy

John Sykes
Attorney for the Complainant

Know all Men by these Presents that I Edward Jane of Madrass Inhabitant for and in Consideration of the Sum of Four Hundred and forty Nine Pagodas Thirty One fanams and Four Cash now justly due and owing by me to William Rent also of Madras Inhabitant being the Ballance of a Bond or Obligation bearing date the Eighteenth day of April in the Year of Our Lord One thousand Seven hundred and Sixty Five made by me to the said William Rent in the penalty of One Thousand Pagodas Conditione for the payment of Five hundred Pagodas with Interest for the same at the Rate of Eight p Cent p Annum in Six Months from the date thereof & the Costs of a Suit Commenced by the said William Rent against me on Account of My Neglecting to discharge the Money due upon the said Bond according to the Limited for the Payments thereof as will more fully and at large appear by an Account Current hereunto Annexed and for better Securing the payment of the same to the said William Rent Have Bargained Sold assigned Transferred and Setover and by these presents Do Bargain Sell assign Transfer and set over unto the said William Rent All that House and Ground Containing in Length from North to South Sixty feet and in Breadth from East to west Thirty three feet Situated at Peddamaick Petta in Kennumbo Chitty Street between the Houses of Putchiapah and Innappa which was sold to me by Lutchumaia and by Bill of Sale bearing Date

the Twenty Ninth day of November One Thousand Seven hundred and Sixty three Conveyed to me my Heirs and Assigns for ever And also Mortgage Bond or Obligation date the Fourth day of January in the Year of our Lord One Thousand Seven hundred and Sixty four given to me by Nunnshava of a House and Ground Situated in Pedda Maicks Petta in Empsons Street between the Houses of Mootu Vennago Chitty and the Corner Measuring in Length from East to West Sixty Feet and in Breath from North to South Forty feet in the Penalty of One Hundred and Forty two Pagodas Current Money of Madras with Condition for the payment of Seventy One Pagodas with such Interest as might become due thereon within Six Months from the date thereof And also all that Sum of One hundred and Ninety Seven Pagodas by Mallycoinda my late Coniesply due to me for so much money by him Received for me and on my Account from Sundries And also all that Sum of Forty Seven Pagodas Justly due and owing to me from Seagapah my late Servant for money by him also received from Sundries on my Account and for my Use and also all that Sum of Fifty four Pagodas due to me from Vellyveil Connapah on the Ballance of Accounts for Calves And also all those my House hold Goods and Furniture following that is to Say Two Escritores, one Writing Desk Two Close Stool Chairs, Two Arm Chairs, Six, Chairs, Four Tables, Two Cotts, Three Chests Three Trunks, Two Couches, one Liquor Case, and all my Cook Room Furniture Together with all the Monies now due or which shall or may become due on the said Mortgage Bond or the said several Debts or Sums of Money And all my Right Title Interest Claim and Demand of in or to the said Premises so Conveyed to me my Heirs and Assigns for ever as aforesaid and every part thereof and also of in or to the said Mortgage Bond and the said several Debts or Sums of Money and the said House hold Furniture and the Monies due or which may become due thereon Respectively To hold the said William Rent his Heirs Executors Administrators and Assigns from hence forth to his and their own proper Use and behoof for ever under the Provision and Condition herein aforementioned And I do hereby give and grant unto the said William Rent his Executors Administrators and Assigns full power and Authority in my Name and in the name of my Executors and Administrators but to the only proper Use and behoof of the said William Rent his Executors and

Administrators

Administrators to ask Demand Sue for recover & Receive the Monies due or to become due on the said Bond and the said debts or Sums of money Respectively & upon Receipt of the same or any part thereof to deliver up and Cancel the said Bond And also to Sell and Dispose of the said Goods or House hold Furniture and the Money arising by the Sale thereof to Receive and to give Acquittances or other Sufficient Discharge for all the said several and Respective Sums of Money And One or more Attorney or Attornies under him to Constitute and at pleasure to Revoke and whatsoever the said William Kent or his Attorney or Attornies shall lawfully do or Cause to be done in or about the Premises I do hereby allow Ratify and Confirm And I do hereby Covenant promise & Agree to and with the said William Kent that the said several and Respective Sums of Money herein before mentioned to be due and Owing on the said Bond and on the other Accounts abovementioned are justly due and Owing to me from the several and Respective persons beforementioned and that I have not received nor will receive the same or any part thereof or Release or Discharge the same Provided always that if I the said Edward Lane my Heirs Executors or Administrators shall well and truly pay or cause to be paid unto the said William Kent his Heirs Executors Administrators or Assigns the said Sum of Four Hundred and forty Nine Pagodas Thirty One fanams and five Cash so due to him as aforesaid together with all the Interest to become due thereon within Six Months from the date hereof then this present Mortgage and Assignment to be void otherwise to remain in full force In Witness whereof I have hereunto Set my hand and Seal this Fifteenth day of September In the Year of Our Lord One thousand Seven hundred and Sixty Six

Signed Sealed and Delivered
in Presence of Us

John Sykes
Gerlado Gonsalves
Ninapah

E. Lane (L.S.)

Mr. Edward Lane in Account Current with Mr. William Kent Cr

1766					
Sept. 15	To Cash Advanced for Cash Disbursements for Mad. Use			7	2 40
	To Interest on Ditto for 8 Months @ 12 p Cent				14 20
	To Cash advanced for Mad. Use			12	2 20
	To Interest on Ditto for 7 and 15 @ 8 p Cent				22 20
	To Cash received for Mad. Use			5	12 20
	To Interest on Ditto for 6 and 15 @ 8 p Cent				2 10
	To Cash Received for Mad. Use				50
	To Interest on Ditto for 6 and 12 @ 8 p Cent			2	5 20
	To Cash Received for Mad. Use			4	30
	To Interest on Ditto for 5 and 18 @ 8 p Cent				5 20
	To Cash Received from Mr. Adams on Account of Mr. Shaw			4	35 20
	To Interest on Ditto for 4 and 24 @ 8 p Cent				21 20
	To Cash Received from Mr. Adams on Account of Mr. Shaw				2 20
	To Interest on Ditto for 4 and 3 @ 8 p Cent				2 20
	To Silver Gauge				5
	To Interest on Ditto for 4 and 8 @ 8 p Cent				5
	To Ballance			120	30 55
				449	31 5
				570	41 60

Pagoda's

Sept. 15th 1766 E. Lane

John Sykes
Gerlado Gonsalves
Ninapah

Errors Excepted
per E. Lane

Dr Nunshawa in Account Current with Mr William Kent Cr

1764 Jany 4th	To Cash lent by Edward Jane as p Your Mortgage Bond of this date		7h 00	1766 Augt 1st	By Your House Rent from the 1. August 1766 to the 7 April 1767 is 8 Months @ 3 Pags p Month		24 00
	To Interest on ditto from the 4th Jany 1764 to the 24th April 1767 being 3 Yrs 3 Mo 20 Days	18 24			By Ballance Due		110 00
April 8th	To Sundry Charges for Repairing Your House as p Acct settled by You		34 18 00				
	To Cash paid You at Sundry times for House Rent		10 00 00				
	Pagodas		134 00 00		Pagodas		134 00 00

Fort St George 26th April 1767
Errors Excepted p John Sykes
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 5th day of May Anno Domini 1767

Present

Anthony Sadlier Esquire Mayor
John Debonaire — Reynold Adams
& John Holland — Aldermen

Mayors Court

L.S

Between William Kent late of Fort Saint George Inhabitant by his Attorney John Sykes One of the Attornies of this Honorable Court Complainant and Nunshawa of Madras Gold Smith Defendant

The defendant being in Court and Acknowledging the Justness

of the Complainants demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One hundred and ten Pagodas Pagodas 110 00 00 together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Per Curr

Read and Filed 7th April 1767

To the Honorable the Mayors Court at Madraspatnam

The Humble Petition of Namain Sycang and Pattoorugelloo and Tellapah Lascars of a Paddy Boat called Vencatashan now at Anchor in the River of Pullicate late the property of Clement Powreyo

Sheweth

That the said Clement Powreyo did Employ Your Petitioners as Sycang and Lascars of the said Boat for which Service Your Petitioner Namaine was to have Ten Rupees a Month and Your other Petitioners Six Rupees each p Month

That the said Clement Powreyo stands Indebted unto Your Petitioners for the Months of February and March last for such their Services at and after the respective rates aforesaid making together the Sum of forty four Rupees or Twelve Pagodas and Twenty four Fanams

That the Sheriff has by Virtue of a Warrant of Execution which Issued out of this Honorable Court at the Suit of Mamaina and Mamina Lebe against the said Clement Powreyo Seized and disposed of the said Paddy Boat

That Your Petitioners have applied to the said Clement Powreyo and Requested payment of their said Wages who told Your Petitioners that he had no Money to pay them so that they should receive the said

said Money out of the Amount of the said Boat And Your Petitioners did in Consequence thereof apply to the Sheriff and required him to pay their said Wages out of the Amount of the said Boat the Sheriff refused to pay the same to Your Petitioners without this Honorable Courts Directions so to do

Your Petitioners therefore most humbly Implores the Aid and Assistance of this Honorable Court with regard to the Premisses and that this Honorable Court will be Pleased to Order the Sheriff to pay unto Your Petitioners their said Wages out of the Amount of the said Paddy Boat together with the Costs of this Your Petitioners Application

And Your Petitioner as in duty bound Shall ever pray &c.

John Sykes
Attorney for the Petitioners

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 19th day of May Anno Domini 1767

Mannaina and Mammera Labby
vers
Clement Poveryo

The Attorney for the Petitioners Naina Pattanagilla and Tellapah produces to the Certificate from the Register Setting forth that the Usual Rules have issued for the Complainants to Answer the Petition but none being delivered in, He therefore prays that an Order may issue to the Sheriff to pay unto the Petitioners the Amount of their Wages out of the Amount Sale of the Boat Seized by Virtue of the Warrant of Execution agreeable to the Prayer of the Petition — Ordered Accordingly

J Hunt

Read and Filed
January 27th 1767

To the Honorable the Mayors Court at Madraspatnam

The Humble Petition of Samuel Willy late of Rangoon in the Kingdom of Pegue but now of Bengal Mariner by his Attorney Moses DeCastro of Fort Saint George Merchant

Sheweth That Whereas Your Petitioner and Richard Tyson of Rangoon abovementioned being Jointly and Equally Intitled to the Snow Bom Voyage whereof is Commander Manuel Rodriguez and having Jointly provided the following Cargo for her, that is to Say One hundred and Fifty two Square Timber three hundred Plank One thousand five hundred and Sixty Inch board did on the Twentieth day of December in the Year of our Lord One thousand Seven hundred and Sixty Six Jointly Consign the said Vessell and Cargo to the said Moses deCastro at Fort Saint George as will appear by the Invoice and Bill of Lading thereof dated the said Twentieth Day of Decr One thousand Seven hundred and Sixty Six and also Your Petitioners Letter and Your Petitioner and the said Richard Tysons Joint Letter bearing date the Twentieth Day of November in the said Year One thousand Seven hundred and Sixty Six ready to be produced to this Hble Court when Required That the said Snow Bom Voyage Arrived at Madras with the said Cargo on Board and that on or about the Twentieth day of January in the Year of Our Lord One thousand Seven hundred and Sixty Seven a Warrant of Sequestration Issued out of this Hble Court at the Suit of Christopher Machlin of Fort Saint George Bricklayer directed to the Sheriff to Seize and Sequester the Effects of the said Richard Tyson by Virtue whereof the Sheriff Seized upon the said Vessell Voyam Voyage and all her said Cargo Notwithstanding Your Petitioner hath an Equal property in the said Ship and Cargo with the said Richard Tyson as will appear by the said Invoice Bill

Bill of Lading and the said Letters

Your Petitioner therefore most humbly Implores the Aid and Assistance of this Honble Court with regard to the Premises and that his Moiety or half

half part of the said Vessell and Cargo may be delivered up to Your Petitioner or the said Moses deCastro Your Petitioners Attorney together with such reasonable Costs and Damages as Your Petitioner has Sustained by Reason of this Illegal Sequestration And Your Petitioner as in duty bound will Ever Pray

John Sykes
Attorney for the Petitioner

Read and filed
3 March 1767

The Answer of Christopher Machlein of Fort Saint George Bricklayer to the Petition of Samuel Willey late of Rangoon in the Kingdom of Pegue but now of Bengall Mariner by his Attorney Moses deCastro of Fort Saint George Merchant

The Respondent Answers and Says that he is an entire Stranger to Samuel Willey and his property neither does he admit of the said Samuel Willeys being joint Owner with Richard Tyson in the Snow Bom Voyage and her Cargoe the Respondent further saith that the said Moses DeCastro as Attorney of the said Samuel Willey never made known to the Respondent that the said Samuel Willey was Jointly concerned in the said Snow Bom Voyage and her Cargoe till after the Sequestration against the Effects of the said Richard Tyson took place the Respondent further saith that in Order to discover who were concerned in the said Snow Bom Voyage and her Cargoe he the Respondent filed a Bill against Moses DCastro aforementioned, to whom the said Snow Bom Voyage on came Consigned for a discovery as the said Moses DCastro would not on the Respondents Application to him for that purpose made, give the

Respondent any Manner of Satisfaction relating to the said Snow Bom Voyage and her Cargoe to which Bill of Discovery now before this Honble Court the said Moses DeCastro has not put in any Answer

The Respondent therefore most humbly prays that the Sequestration may still continue on the Bom Voyage and her Cargoe till the Property of the said Samuel Willy be particularly Set forth upon Oath by the said Moses de Castro to the Respondents Bill of Discovery and that the said Moses de Castros Petition may be dismissed with Costs and all such other Costs and Charges as may Attend the same and which the Respondent shall be put unto

Charles Bromley
Attorney for the Respondent

Rangoon November 20th 1767

Sir

We having this day agreed to take the Snow Bom Voyage in an equal proportion with each other do Appoint You our Attornies to transact all our affairs in Madrass and with this Youll receive our Powers to Act

Captain Willy Sails from this port to Morrow Passenger to Bengall in the Spudwell Snow, to transact some Business which requires his presence, after which Returns here to relieve me, that I may pay You a Visit if Posible this season, which much depends on the Snow Bom Voyage being quick Dispatched at Madrass, to get here in time to make the Second Trip

We are getting her Cargo on Board to dispatch her from here the 20th of Next Month at which time Youll here more fully from Captain Tyson

We are
Sir
Your Most Humble Servants
Richd Tyson
Jamd Willy

To Mr Moses DeCastro

P.S

P.S Sir I have kept Capt.n Willy Bill of Exchange in my favour on You for (2242) Pagodas, and have drew for the whole purchase Vessell Charges and Cargo Amount his half part 2721 Pagodas, which please Except, and drew a Respondentia Bond on Captain Willy in my favour on the same Terms as You are able to gett Monies giving him Credit on the Bond for the half part of Cargo and Freight at the time when sold, which is the only Secures me that I can think of, as we are all Mortal

I am Sir
Your Most Obedient Servant
Rich.d Tyson
Attorney for Samuel Willy

Examined and Compared with the Original and Attested to be a true Copy
P. M. Stone Regr

Rangoon November 20 1766

Sir Captain Tyson and myself having purchased the Snow Boom Voyage Jointly, he having appointed You his Attorney, I likewise beg Your Acceptance of my Power, to transact our Business Jointly as having two Attorneys Employed in one Business is double trouble

I likewise draw on You for Pagodas (2242) the half Purchase and have Empowered Captain Tyson to draw for the half Part of the Cargo and any other Charges that may arrise from this time to her departure from this port If these Draughts should Amount to more than my half part of Cargo and Freight on the desire You endeavour to furnish Me with Respondentia for what may be wanting of my Part

I am Sir
Your most Obedient Humble Servant
Samuel Willy

P.S By the Boom Voyage Youll receive a small bundle of fine Dacca Thread which I beg Youlle get made into Stockings for me of a Middling Size

To Mr. Moses DeCastro

Examined and Compared with the Original and Attested to be a true Copy
P. M. Stone Regr

Knowall Men by these Presents that I Samuel Willy of Bengall Mariner for Divers good causes and Consideration me hereunto Moving have and by these presents do make ordain Constitute & appoint Moses DeCastro of Madrass Merchant my true and Lawfull Attorney, for me and in My Name, and to my Use, to aske Demands, Recover, and Receive of and from all Person or Persons, all Sum or Sums of Money whatsoever as now are, and which hereafter shall or may be due or Payable unto me, giveing and by these presents granting to my said Attorney my sole and full Power and Authority to take penuse and follow such legal courses for the Recovery and obtaining of the same as I myself might or Could do were I Personally present, and upon Receipt of the same Acquittances or any other Sufficient Discharges for me & in my Name, to make, Sign Seal and deliver, as also one or more Attorney & under him to Substitute and Appoint and again at his pleasure to Revoke, and further to do perform and finish for me and in My Name, all and Singular thing or things which shall or may be come Necessary, touching and Concerning the Premises as fully throughorly and intirely, as I the said Samuel Willy in my own Person might or could do in or about the same Ratifying, allowing and Confirming whatsoever my said Attorney, shall Lawfully

do

do or cause to be done, in and about the Execution of the premises, by Virtue of these presents. In Witness whereof I have hereunto set my Hand and Seal in Rangoon this Twentieth day of November in the Sixth Year of the Reign of our Sovereign Lord George the third by the Grace of God King of great Britain &c in the Year of our Lord God one thousand Seven hundred and Sixty Six

Signed Sealed and Delivered
where no Stampt paper is to be had in
the Presence of Us
M L Rodrigues
Joaquim da Costa

Sam[l] Willy (Seal)

Examined and Compared with the Original and
Attested to be a true Copy

P. M. Ston
Regr

Invoice of Goods laden on board the Born Voyage Snow on Account, and Risque of Captains Richard Tyson and Samuel Willy and Consigned to Mr. Moses DeCastro Merchant of Madrass

---

152 Square Timbers Most of which 11 and 15 Covids long 10 and 12 Inch Thick
300 Plank @ 11 to 15 feet long and @ 2½ to 3 Inches Thick
1560 Inch boards
2012 Ends

Rangoon 20th December 1766

Rich[d] Tyson

Examined and Compared with the Original and
Attested to be a true Copy

P. M. Ston
Regr

Shipped by the Grace of God in good Order and Condition by Captains Richd Tyson and Captain Samuel Willy in and upon the good Ship called the Born Voyage whereof is master, under God for this present Voyage Rodrigues Marvel and now Riding at Anchor in Rangoon River and by Gods Grace bound for Madrass to Say 152 Square Timber 300 Short Plank @ 10 to 15 feet long 4 and 5 Inches thick 1560 Inch boards being Marked and Numbered as in the Margin and are to be delivered in the like good Order and Condition at the aforesaid Port of Madrass (the Danger of the Seas only excepted) unto Mr. Moses DeCastro or to his Assigns freight for the said Goods free with primage and Average accustomed In Witness whereof the Master or Purser of the said Ship hath affirmed to one Bills of Lading all of this Tenor and date, the one of which Bills being accomplished the other to stand void And so God send the good Ship to her desired Port in Safety Amen Dated in Rangoon the 20th 1766

Artic 152
Plank 300
Inch 1560 board
2012

M L Rodrigues

Examined and Compared with the Original and Attested to be a true Copy

P. M. Ston
Regr

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 19th Day of May Anno Domini 1767

Christopher Macklin
ver
Richard Tyson

Petition of Samuel Willy by his Attorney Moses DeCastro Read
Answer of Christopher Macklin the Complainant Read
Four Exhibits on the part of the Petitioner Samuel Willy

Appearing to the Court by the Vouchers produced

produced by the Petitioner that half of the Vessell and Cargo seized by Virtue of the Warrant of Sequestration issued against the Defendants Effects, are the propr of the said Petitioner Samuel Willy, It is therefore Ordered that the Warrant of Sequestration be taken off the said half of the Vessell and Cargo belonging to the Petitioner, And that the Costs attending this Application, be paid by the Claimants Christopher Macklin

Your

Sign
with
the

Read and filed
17th March 1767

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court Y
Orator Subroyah Modeliar of Saint Tomeeply that Whereas Mahomed Meeran
of Saint Thome Inhabitant did on or about the seventh day of June in the Yea
of our Lord One thousand Seven hundred and Sixty Five by Illicit Meanes
by Virtue of two Old Bills of Sale which He by some Meanes got Posession
Mortgage to Samuel Johnson of Fort Saint George Merchant a Garden or Gro
Situate lying and being at Saint Thome aforesaid together with all the Appurte
thereunto belonging which Your Orator Shews is the property of Your Orator
Heir at Law to his Father Comerapah Modeliar late of Saint Thome
Inhabitant deceased who purchased the same from Mahomed Bibby Relict
Hadjee Melick late of Saint Thome Inhabitant Deceased on or about
the Twenty Seventh day of April which was in the Year of Our Lord One
thousand Seven hundred and forty four for the Sum of One Hundred an
twenty Pagodas and for which the said Mahomed Bibby gave a Bill of
Sale in the Name of Isharee Saib late of Saint Thome Inhabitant deceas
as He was an Intimate Friend of Your Orators said Father and Understo
the Persian Language very well of which Your Orators Father was
Intirely Ignorant which Induced Your Orators Father to get the
Bill of Sale of the said Premisses made out in the Name of the
said Isharee Saib to prevent Collusion or fraud as Saint Thome
was at that time Under the Government of the Moors in Conseq

of

of which Purchase Your Orators said Father was put into the quiet Posession of the said Premises And Your Orators Father and Your Orator have ever since been in Posession thereof without any let hindrance or Molestation whatsoever till Lately and as hereinafter Mentioned on which said Garden or Ground Your and his said deceased Father have Erected or built four Houses And Your Orator further sheweth that the said Mahomed Meeran did also Mortgage and Make over unto the said Samuel Johnson two Cannys of Paddy Ground the property of the Honorable Company under the Management and Direction of Your Orator the Profits arising therefrom has for some Years past been and still ought to be Devided between the Honble Companys Renter at Saint Thome and Your Orator is an Inhabitant of Saint Thome and his Grand Father and Father have had the Management thereof in Like Manner And Your Orator further Sheweth that in or about the Month of January in the Year of Our Lord One thousand Seven hundred and Sixty Six the Sheriff did by Virtue of a Warrant of Execution which Issued out of this Honble Court at the Suit of the said Samuel Johnson against the said Mahomed Meeran Seize upon the said Garden or Ground and the said Houses and the Premises thereunto belonging and also upon the said Two Cannys of Paddy Ground of which the Sheriff or Samuel Johnson still keeps Posession Notwithstanding Your Orator Sheweth that upon a Petition being preferred to this Honorable Court by Your Orator Regarding the Seizure of the said Premises and the said Samuel Johnson filing an Answer thereto and Witnesses being Examined Your Orator not only made it clearly appear to this Honorable Court by Indisputable Evidence that the said Premises were Purchased by Your Orators said deceased Father of the said Mahomed Bibby and that the Bill of Sale thereof was made out in the said Isharee Saibs Name and that Your Orator is Intitled thereto as Heir at Law to his said deceased Father but the said Hadjee Melick the Husband of the said Mahomed Bibby gave the Garden or Ground in Question to his Son Mahomed Codgin by his last Will and Testament bearing Date the Twelveth day of October which was in the Year of Our Lord One thousand Seven Hundred and Eleven and that the said Mahomed Codgin Sold the said Premises to the

said

produced by the Petitioner that half of the Vessell and Cargo seized by Virtue of the Warrant of Sequestration issued against the Defendants Effects, are the prop of the said Petitioner Samuel Willy, It is therefore Ordered that the Warrant Sequestration be taken off the said half of the Vessell and Cargo belonging to the Petitioner, And that the Costs attending this Application, be paid by the Cla Claimants Christopher Macklin

Sign
with
the

Read and filed
17th March 1767

To the Honorable the Mayors
Court at Madraspatanam

Humbly Complaining sheweth unto this Honorable Court Y
Orator Subryah Modeliar of Saint Tomiceply that Whereas Mahomed Mura
of Saint Thome Inhabitant did on or about the seventh day of June in the Yea
of our Lord One thousand Seven hundred and Sixty Five by Illicit Means a
by Virtue of two Old Bills of Sale which He by some Means got Possession
Mortgage to Samuel Johnson of Fort Saint George Merchant a Garden or
Situate lying and being at Saint Thome aforesaid together with all the Appurte
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Heir at Law to his Father Comarapatu Modelian late of Saint Thome
Inhabitant deceased who purchased the same from Mahomed Bibby Relict of
Hadjee Molick late of Saint Thome Inhabitant Deceased on or about
the Twenty Seventh day of April which was in the Year of Our Lord One
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twenty Pagodas and for which the said Mahomed Bibby gave a Bill of
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Intirely Ignorant which Induced Your Orators Father to get the
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was at that time Under the Government of the Moors in Conseq

of

of which Purchase Your Orators said Father was put into the quiet Possession of the said Premisses And Your Orators Father and Your Orator have ever since been in Possession thereof without any let hindrance or Molestation whatsoever till Lately and as herein after Mentioned on which said Garden or Ground Your and his said deceased Father have Erected or built four Houses And Your Orator further sheweth that the said Mahomed Meuram did also Mortgage and Make over unto the said Samuel Johnson two Cannys of Paddy Ground the property of the Honorable Company under the Management and Direction of Your Orator the Profits arising therefrom has for some Years past been and still ought to be Divided between the Honble Companys Renter at Saint Thome and Your Orator is an Inhabitant of Saint Thome and his Grand Father and Father have had the Management thereof in like Manner And Your Orator further Sheweth that in or about the Month of January in the Year of Our Lord One thousand Seven hundred and Sixty Six the Sheriff said by Virtue of a Warrant of Execution which Issued out of this Honble Court at the Suit of the said Samuel Johnson against the said Mahomed Meuram Seize upon the said Garden or Ground and the said Houses and the Premises thereunto belonging and also upon the said Two Cannys of Paddy Ground of which the Sheriff or Samuel Johnson still keeps Possession Notwithstanding Your Orator Sheweth that upon a Petition being preferred to this Honorable Court by Your Orator Regarding the Seizure of the said Premises and the said Samuel Johnson filing an Answer thereto and Witnesses being Examined Your Orator not only made it clearly appear to this Honorable Court by Indisputable Evidence that the said Premises were Purchased by Your Orators said deceased Father of the said Mahomed Bibby and that the Bill of Sale thereof was made out in the said Johanee Saibs Name and that Your Orator is Intitled thereto as Heir at Law to his said deceased Father but the said Hadjee Molick the Husband of the said Mahomed Bibby gave the Garden or Ground in Question to his Son Mahomed Codgin by his last Will and Testament bearing Date the Twelveth day of October which was in the Year of Our Lord One thousand Seven Hundred and Eleven and that the said Mahomed Codgin Sold the said Premises to the

said

said Mahomed Bibbee and Conveyed them to her by a Bill of Sale bearing date the Second day of September which was in the Year of Our Lord One thousand and Twenty four, who had an Undoubted Right to dispose of the same to Your Orators said deceased Father And Your Orator did also make appear that the said Mahomed Murrum was only the Son of Mahomed Bibbee Youngest Sister Consequently could have no Right or Title whatsoever to the Premises in Question even if the said Hadjee Mallick had not disposed of them by his said Will which said Will and Bills of Sale remain in the Registry of this Honorable Court and which together with the Evidence produced on the part of Your Orator in the said Affair of the said Petition and Answer Your Orator prays may be produced for the Inspection of this Hon^ble Court And Your Orator further Sheweth that Nigam Saib the only Son and Heir of the said Johanee Saib was so well Convinced of the Justness of the said Assertion and of Your Orators Undoubted Right and Claim to the said Garden or Ground and Houses that He did by Indenture bearing date the fifth day of March in the present Year of our Lord One thousand Seven hundred and Sixty Seven Convey the said Premises with all the Appurtenances thereunto belonging unto Your Orator his Heirs Assigns for ever As will more fully and at large appear by a Copy of the said Indenture hereunto Annexed for the Inspection of this Honorable Court & which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint the Original whereof is in Your Orators Custody and Ready to be produced to this Hon^ble Court when Required And which Your Orator humbly hopes will Convince this Honorable Court that Your Orator is Justly Intitled to the said Premises and that the Sole Right and Property in and to the same is Vested in Your Orator and that the same ought to be Delivered up to Your Orator And Your Orator further Sheweth unto this Honorable Court that He hath frequently and in a friendly Manner applied to the said Samuel Johnson and Requested him to Release the said Premises and to deliver them up to Your Orator in Order that He might Peaceably and quietly Enjoy the same

But now so it is may it please this Honorable Court the said Samuel Johnson Obstinately and Wilfully refuses to Comply with such Your Orators Just and Reasonable Request Underpretence frivilous

frivilous Unjust and Evasive pretences Your Orator therefore aforesaid Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Samuel Johnson 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 the Sheriff may be Restrained from Selling the said Premises And that the said Samuel Johnson may be Decreed to deliver up to Your Orator the said Garden or Ground and Houses and all the Premises with their Appurtenances thereunto belonging together with the said Two Cannoys of Paddy Grain which was so Mortgaged and Seized as aforesaid and that Your Orator may be put into the quiet and peaceable Possession of the same and that the said Samuel Johnson may pay unto Your Orator all such Costs Charges Damages and Expences as He has been or may be put unto or Sustain on Account of the said Unjust Seizure and Detention of the said Premises also all Costs of this Suit

May it please this Honorable Court to cause the said Samuel Johnson to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honorable Court at a certain time and Place to be by their Honorable Court prefixed and appointed then and there to Stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

This Indenture made the fifth day of March in the Year of our Lord One thousand Seven hundred and Sixty Seven, and in the seventh Year of the Reign of our Soverign Lord George third by the Grace of God King of Great Britain France and Ireland Defender of the Faith and so forth Between Nigam Saib of S^t Thome Inhabitant only Son and Heir at Law of Johanee Saib late of Saint Thome Inhabitant deceased of the one part, and Subrayah Modeliar also of the same place Conscoply of the other part Witnesseth that the said Nigam Saib for

for and in Consideration of the Sum of One hundred and Twenty Pagodas Current Money of Madras paid in hand to the said Sharaw Saib his Deceased Father on or about the fourth day of August, which was in the Year of Our Lord One Thousand seven hundred and forty four by Conapah Modeliar late of Saint Thomé Inhabitant since Deceased further to the said Subrayah Moodeliar the Receipt whereof he the said Nizam Saib doth hereby Acknowledge to have been paid unto his said Deceased Father the said Sharaw Saib and thereof and of every part thereof doth fully clearly and absolutely acquit exonerate and discharge the said Subrayah Moodeliar his Heirs Executors Administrators and Assigns and every of them for ever By these presents Hath granted bargained and Sold alienated and Confirmed and by these presents Doth grant Bargain and sell Alien and Confirm unto the said Subrayah Moodeliar his Heirs and Assigns for ever, All that Garden or Ground containing in Length Three hundred and forty four feet and in Breath Two hundred and Eighteen feet which his said Deceased Father Sharaw Saib purchased from Mahomed Bibby the Vekil of Hadju Malick Mahomed situate lying and being at Saint Thomé the front whereof facing to the Eastward opposite to a Passage to the West Side of it lays the Paddy fields, to the Southward the Wall of the House which belonged to the said Mahomed Bibby in her life time and to the Northward a Large Tank together with the four Houses and Premises which the said Conapah Moodeliar and Subrayah Moodeliar Erected or built on the said Ground With all the Offices Outhouses and other Premises thereunto belonging and all Well and all the Mango Trees, Tamarind Trees, Palmira Trees, and all other the Premises with their Appurtenances thereunto belonging or in any wise appertaining To have and to Hold the said Garden or Ground abovementioned and all the Houses thereon Erected or built and all other the Premises thereunto belonging or in any wise appertaining or in, or upon the said Garden or Ground growing happening or arising with all the appurtenances thereunto belonging unto the said Subrayah Moodeliar his Heirs and Assigns to the only proper use and behoof of the said Subrayah Moodeliar his Heirs and Assigns for ever And the said Nizam Saib for himself and his Heirs the said Garden or Ground and the said Houses and all other the Premises with their Appurtenances against himself and his Heirs and against all and every other Person or Persons whatsoever to the said Subrayah Moodeliar his Heirs and Assigns shall and will Warrant and for ever defend by these Presents In Witness whereof the said Nizam Saib hath hereunto put his hand and

Seal in Fort St George the day and Year Abovementioned

Signed Sealed and Delivered
(Signed) Nizam Saib ..... (L.S)
Son of Sharaw Saib
where no Stamp'd Paper is to be had
in the presence of Us

Jno Sykes

Abdorahiem

Colay Moshy's Mark X

A true Copy of the Original

John Sykes
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 16th Day of June Anno Domini 1767

Present

Anthony Sadlier Esquire Mayor
John Debonaire — Charles Smith
and John Holland — Aldermen

L.S

Mayor's Court

Between Subrayah Modliar of Saint Thome Cancoply Complainant and Samuel Johnson of Fort Saint George Merchant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but will fully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Complainant shall be put into full and entire Possession of the Premises Sued for by him, and that the Defendant shall pay all Costs of this Suit

By Court

for and in Consideration of the Sum of One hundred and Twenty Pagodas Current Money of Madras paid in hand to the said Schanee Saib his Deceased Father on or about the fourth day of August which was in the Year of Our Lord One thousand seven hundred and forty four by Conapah Modeliar late of Saint Thome Inhabitant since Deceased further to the said Subrayah Moodeliar the Receipt whereof he the said Nizam Saib doth hereby Acknowledge to have been paid unto his said Deceased Father the said Schanee Saib and thereof and of every part thereof doth fully clearly and absolutely acquit exonerate and discharge the said Subrayah Moodeliar his Heirs Executors Administrators and Assigns for ever By these presents Hath granted bargained and sold alienated and Confirmed and by these presents Doth grant Bargain and sell Alien and Confirm unto the said Subrayah Moodeliar his Heirs and Assigns for ever, All that Garden or Ground containing in Length Three hundred and forty four feet and in Breath Two hundred and Eighteen feet which his said Deceased Father Schanee Saib purchased from Mahomed Bibby the Relict of Hadjee Mollick Mahomed situate lying and being at Saint Thome the front whereof facing to the East and opposite to a Passage to the West Side of it leye the Paddy fields to the Southward the Wall of the House which belonged to the said Mahomed Bibby in her life time and to the North ward a Large Tank together with the four Houses and Premises which the said Conapah Moodeliar and Subrayah Moodeliar Erected or built on the said Ground With all the Office Outhouses and other Premises thereunto belonging and all Well and all the Mango Trees, Tamarind Trees, Palmeira Trees, and all other the Premises with their Appurtenances thereunto belonging or in any wise appertaining To have and to Hold the said Garden or Ground abovementioned and all the Houses thereon Erected or built and all other the Premises thereunto belonging or in any wise appertaining or in, or upon the said Garden or Ground growing happening or arising with all the appurtenances thereunto belonging unto the said Subrayah Moodeliar his Heirs and Assigns to the only proper use and behoof of the said Subrayah Moodeliar his Heirs and Assigns for ever And the said Nizam Saib for himself and his Heirs the said Garden or Ground and the said Houses and all other the Premises with their Appurtenances against him, and his Heirs and against all and every other Person or Persons whatsoever to the said Subrayah Moodeliar his Heirs and Assigns shall and will Warrant and for ever defend by these Presents In Witness whereof the said Nizam Saib hath hereunto put his hand and Seal in Fort St George the day and Year Above mentioned

Signed Sealed and Delivered
(Signed) Nizam Saib ..... (L.S)
Son of Schanee Saib
where no Stampt Paper is to be had
in the presence of Us
Jno Sykes
Abdorahiim
Colay Moshy's Mark X

A true Copy of the Original
John Sykes
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 16th Day of June Anno Domini 1767

Present

Anthony Sadleir Esquire Mayor
John Debonnaire — Charles Smith
and John Holland — Aldermen

(L.S)

Mayor's Court

Between Subrayah Modliar of Saint Thome Cancioply Complainant and Samuel Johnson of Fort Saint George Merchant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainant's Bill but will fully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Complainant shall be put into full and entire Possession of the Premises Sued for by him, and that the Defendant shall pay all Costs of this Suit

By Court

Read and filed
21st March 1767

To the Honorable the Mayor's Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orators Thomas Pelling and John De Fries of Fort Saint George Merchants that Inshapah Mordeliar of Madras Merchant stands Indebted unto Your Orators in the full and just Sum of One hundred and twenty two Pagodas twelve fanams & Sixty five Cash making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Forty Eight Pounds sixteen Shillings & upwards arising upon an Account Current hereto annexed for the inspection of this Hon^ble Court reference being thereto had will more fully and at large appear And Whereas Your Orators have frequently and in an amicable Manner Requested Payment of the said Inshapah Modeliar

But now so it is and may it please this Honorable Court the said Inshapah Mordeliar obstinately and wilfully refuses to give Your Orators any Manner of Satisfaction touching the premises Your Orator prays all proper Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Inshapiah Moodeliar may upon his Corporal Oath true and perfect Answer make to all and singular the Matters and things herein before Set forth and alledged as fully truly & Effectually to all Intents and purposes as if the same were here again repeated & Interrogated and be Decreed to pay unto Your Orators the aforesaid Sum of One hundred & twenty two Pagodas twelve fanams and Sixty five Cash with all such Interest as now is or shall hereafter become due also all Costs of this Suit

May it please this Honorable Court to cause the said Inshapah Moodeliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honorable Court at a certain time and place to be by this Honorable Court prefixed & Appointed then & there to Stand to & abide by such Order & Decree therein as to this Honorable Court shall seem Meet

Chas. P. Bromley
Attorney for the Complainant

Inshapah Modeliar Cr

1766		Pags.	Fs.
Dec^r 1	To Cash lent on your Godsjans Writing	90	"
	Interest 2½ @ 8 p^r Cent	14	"
Dec^r 1	To Cash lent	12	"
	Interest for 1 Year and 9 Months	1	9 16
Dec^r 29	To Cash lent	20	24
	Interest for 11 Months	1	18 10
Dec^r 16	To Cash lent	2	"
	Interest for 9 Months	"	6 39
	Pagodas	122	12 65

By Balance Due

	Pags.	Fs. Cas^h
	122	12 65
Pagodas	122	12 65

Sworn at George Town in Madraspatnam 21st March 1767
Before me
Edward Monckton Esq^r Mayor
Fort St. George

Filed 21st March 1767

Read and filed
21st March 1764

To the Honorable the Mayor's Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orators Thomas Pelling and John De Fries of Fort Saint George Merchants that Irshapah Moodeliar of Madras Merchant stands Indebted unto Your Orators in the full and just Sum of One hundred and twenty two Pagodas twelve fan.s & Sixty five Cash making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Forty Eight Pounds sixteen Shillings & upwards arising upon an Account Current hereto annexed for the inspection of this Hon.ble Court reference being thereto had will more fully and at large appear And whereas Your Orators have frequently and in an amicable Manner Requested Payment of the said Irshapah Moodeliar

But now so it is and may it please this Honorable Court the said Irshapah Moodeliar obstinately and willfully refuses to give Your Orators any Manner of Satisfaction touching the premises Your Orators pray a General Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Irshapiah Moodeliar may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truly & Effectually to all Intents and purposes as if the Same were here again repeated & Interrogated and be Decreed to pay unto Your Orators the aforesaid Sum of One hundred & twenty two Pagodas twelve fanams and Sixty five Cash with all such Interest as now is or shall hereafter become due also all Costs of this Suit

May it please this Honorable Court to cause the said Irshapah Moodeliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honorable Court at a certain time and place to be by this Honorable Court prescribed & Appointed then & there to Stand to & abide by such Order & Decree therein as to this Honorable Court shall Seem Meet

Sam.l & Chas.s Bromley
Attorneys of the Complainant

Irshapah Moodeliar & Co.

			Pags.	Fs. Cs.
1762		By Ballance Due		122 12 65
		Pagodas	122	12 65
March 1763		To Cash lent	10	" "
		To Interest 2 Yrs 6 Mos @ 8 p Cent	14	" "
		To Cash lent	12	" "
		To Interest for 1 Yr 2 Months	1	9 16
		To Cash lent	20	24 "
		To Interest for 11 Months	1	18 40
		To Cash lent	2	" "
		To Interest for 9 Months	"	6 25
		Pagodas	182	12 65

Errors Excepted
Fort St George 21 March 1764
Thos. Pelling
John De Fries

Mayors Court at Madraspatnam

Tuesday the 23d day of June Anno Domini 1767

Present

Mr Peter Marriette Senior Alderman

John Debonnaire — Thomas Powney

Francis Fourdan — & John Hollond

Aldermen

Mayors Court

Between Thomas Otting and John de Fries of Fort Saint George Merchants Complainants and Sethapah Modeliar of Madras Merchant Defendant

Appearing by the Records of this Court that the Defendant hath been Served with the Usual Rules to Answer the Complainants Bill but will fully 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 Complainants the full and just Sum of One hundred and twenty two Pagodas twelve fanams and Sixty five Cash / Pagodas 122. 12. 65 / together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Plea

To the Honble the Mayors Court at Madraspatnam

Read and filed 15th January 1767

Humbly Complaining shewith unto this Honorable Court Your Orator Ralph Taylor of Fort Saint George Victualler that one Thomas John Debonnaire also of the same place Merchant stands Indebted unto Your Orator in the full and just Sum of Five hundred and eleven Pagodas thirty three fanams and fifty four Cash Current Money of Madras making in Sterling Money of Great Britain accounting every Pagoda Eight Shillings the Sum of Two hundred and four Pounds fourteen Shillings & Nine pence or thereabouts as will more fully and at large appear by an Account Current hereunto annexed for the Inspection of this Honble Court & to which Your Orator most humbly refers & prays the same may be admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently & in a amicable Manner Requested payment from the said John Debonnaire of the aforesaid Sum of Five hundred & Eleven Pagodas thirty three fanams and fifty four Cash — But now so it is may it please this Honorable Court the said John Debonnaire Obstinately and Willfully Refuses to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a Genl Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the end therefore that the said John Debonnaire may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things as herein before is 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 that he may be decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Eleven Pagodas thirty three fanams and fifty four Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said John Debonnaire to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear at a certain Time and Place to be by this Honorable Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet

James Hathaway

Attorney for the Complainant

Mr John Debonaire in Account Current With Ralph Taylor

1762		To Rent Received of Mr Parley for the Month of May June & July	200				1762		By Cash on Mortgage	1404	
		To Interest on ditto from the 31st July 1762 to the 17 November 1766 is 4 3 17 @ 8 ℘ Cent ℘ Annum	68	31	22		April 30th		By Interest on ditto from the 30th April 1762 to the 17th November 1766 is 4 6 17 @ 8 ℘ Cent ℘ Annum	510	28 20
				268	31	22					1914 28 20
October 31st		To Rent received of Mr Parley for the Months of August and September	139	14			1763 October 31st		By Cash paid to the Church	110	
		To Interest on Ditto from the 31st of October 1762 to 17th November 1766 is 4 17 @ 8 ℘ Cent ℘ Annum	43	4	6				By Interest on ditto from the 31 October 1763 to the 17th Novr 1766 is 3 Mo 17 @ 8 ℘ Cent ℘ Annum @ 8 ℘ Cent ℘ Annum	34	4 70
				176	18	6	1764 October 31st		By Cash paid to the Curch	110	
December 31st		To Rent received of Mr Parley for the Month of October	66	28					By Interest on ditto from the 31st of October 1764 to the 17 Novr 1766 is 2 Mo 17 @ 8 ℘ Cent ℘ Annum	22	16 66
		To Interest on Ditto from the 31st December 1762 to the 17th November 1766 is 3 10 Mo 17 @ 8 ℘ Cent ℘ Annum	20	28	4						162 16 66
				87	10	4	August		By Quit Rent and Scavangers Duty for the Years 1760 and 1761	8	36
1763 January 31st		To Rent Received of Mr Parley for the Month of Novr	66	28					By Interest on ditto from the 31st August 1764 to the 17th Novr 1766 is 2 2 17 @ 8 ℘ Cent ℘ Annum	1	17 75
		To Interest on ditto from the 31st January 1763 to the 17th Novr 1766 is 3 9 Mo 17 @ 8 ℘ Cent ℘ Cent	20	9	30						10 17 75
				86	27	30	November		By Interest on 2000 Pagodas paid the Church for 3 Month @ 7 ℘ Cent	35	
March 31st		To Rent received of Mr Parley for the Months of Decr and January	123	14					By Interest on ditto from the 30th November 1764 to the 17th Novr 1766 is 1 11 Mo 17 @ 8 ℘ Cent ℘ Annum	5	20 9
		To Interest on ditto from the 31st March 1763 to the 17th November 1766 is 3 7 Mo 17 @ 8 ℘ Cent ℘ Annum	38	30	10						30 20 9
							1765 January		By Interest on 2000 Pagodas paid the Church @ 8 ℘ Cent	160	
April 30th		To Rent received of Mr Parley for the Month of February	46						By Interest on ditto from the 31st January 1765 to the 17th November 1766 is 1 9 Mo 17 @ 8 ℘ Cent ℘ Annum	22	11 65
		To Interest on ditto from the 30th April 1763 to the 17th November 1766 is 3 Mo 17 @ 8 ℘ Cent ℘ Annum	13	3	5						182 11 65
				59	3	5	March 31st		By Coniceptly for the Month of February	6	
May 31st		To Rent received of Mr Parley for the Month of February	20	28					By Interest on ditto from the 31st March 1765 to the 17th November 1766 is 1 7 Mo 17 @ 8 ℘ Cent ℘ Annum		5 32
		To Interest on ditto from the 31st May 1763 to the 17th November 1766 is 3 5 Mo 17 @ 8 ℘ Cent ℘ Annum	5	30	6						6 5 32
				26	16	6	May 31st		By Repairs for the Kitchen		38 6
August 30th		To Rent received of Mr Parley for the Months of March April May and June	266	28					By Interest on ditto from the 31st May 1765 to the 17th Novr 1766 is 1 5 Mo 17 @ 8 ℘ Cent ℘ Annum		4 42
		To Interest on ditto from the 30th August 1763 to the 17th November 1766 is 3 2 Mo 17 @ 8 ℘ Cent ℘ Annum	67	11	5						6 6 22
				334	29	5	June 30th		By Coniceplyte pay for 4 Months	7	
		Carried Over Pagodas		1211	24	52			By Interest on ditto from the 30th June 1765 to the 17th November 1766 is 1 4 17 @ 8 ℘ Cent ℘ Annum		22 68
											7 32 68
									Carried Over Pagodas	2418	37 27

				Brought Over Page			12 11				
1763											
Sept[r]	20	To Rent received of M[r] Parley for the Month of July			6 6	28					
		To Interest on ditto from the 30[th] September 1763 to the 17[th] Nov[r] 1766 is 3 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum			1	6 20 26					
							8	3 16	26		
October	31	To Rent received of M[r] Parley for the Months of August and September			13	3 14					
		To Interest on ditto from the 31[st] October 1763 to the 17[th] of November 1766 is 3 M[o] 2 D[s] 17 @ 8 ₰ Cent ₰ Annum			3	2 18 6					
							16	5 29	56		
		To Rent received of M[r] Parley for the Month of Oct[r]			6	6 28					
		To Interest on ditto from the 31[st] Oct[r] 1763 to the 17 Nov[r] 1766 is 2 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum			1	6 11 56					
							8	2 27	56		
		To Rent received of M[r] Parley for the Month of November			6	6 28					
		To Interest on ditto from the 30[th] November 1763 to the 17[th] Nov[r] 1766 is 2 M[o] 11 D[s] 17 @ 8 ₰ Cent ₰ Annum			1	5 35 6					
							8	2 4	6		
		To Rent received of M[r] Parley for the Month of December			6	6 28					
		To Interest from the 31[st] Dec[r] 1763 to the 17[th] Nov[r] 1766 is 2 M[o] 10 D[s] 17 @ 8 ₰ Cent ₰ Annum			1	5 16 34					
							8	2 2	30		
1764		To Rent received of M[r] Parley for the Month of January			6	6 28					
		To Interest on ditto from the 31[st] January 1764 to the 17[th] November 1766 is 2 M[o] 9 D[s] 17 @ 8 ₰ Cent ₰ Annum			1	4 40 32					
							8	4 26	30		
		To Rent received of M[r] Parley for the Months of February March, April, and May			26	6 28					
		To Interest on ditto from the 31[st] May 1764 to the 17[th] Nov[r] 1766 is 2 Y[s] 5 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum			5	2 25 24					
							31	9 11	26		
		To Rent received of M[r] Parley for the Month of June			6	6 28					
		To Interest on ditto 30[th] June 1764 to the 17[th] November 1766 is 2 Y[s] 4 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum			2	4 12 32					
							7	9 16	32		
		To Rent received of M[r] Parley for the Month of July			6	6 28					
		To Interest on ditto from the 31[st] July 1764 to the 17[th] November 1766 is 2 Y[s] 3 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum			2	3 12 62					
							7	8 27	62		
		Carried Over Pagodas					227	20	61		

				Brought Over Pagodas			243	4	37	27	
1765											
September	30	By Cash paid Conicoply for 3 Months			3						
		By Interest on ditto from the 30[th] September 1765 to the 17 November 1766 is 1 Y[r] 1 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum			1	11 25					
							4	11	25		
November	30	By Cash paid Conicoply for 3 Months			3						
		By Interest on ditto from the 30[th] November 1765 to the 17[th] Nov[r] 1766 is 11 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum				9 53					
							3	9	53		
December		By Repairing the front of the House				18 6					
		By Interest on ditto from the 31[st] December 1765 to the 17[th] Nov[r] 1766 is 10 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum				4 28					
								2	0	8	
1766											
January		By 1 Years Interest on 2000 Pagodas @ 8 ₰ Cent				160					
		By Interest on ditto from the 31[st] January 1766 to the 17[th] Nov[r] 1766 is 9 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum				10 10 58					
							170	10	58		
March		By Cash paid Conicoply			6						
		By Interest on ditto from the 31[st] March 1766 to the 17[th] Nov[r] 1766 is 7 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum				12 55					
							6	12	55		
May		By Cash paid Conicoply			4						
		By Interest on ditto from the 31[st] May 1766 to the 17[th] Nov[r] 1766 is 5 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum				6 18					
							4	6	18		
August		By Cash paid Conicoply			6						
		By Interest on ditto from the 31[st] August 1766 to the 17[th] November 1766 is 2 M[o] 17 D[s] @ 8 ₰ Cent ₰ Annum				4 32					
							6	4	32		
		By a Billiard Table Stick &c[a]			116						
		By 11 Yards of Green Cloth for Ditto			21	9					
							137	9			
		Carried Over Pagodas					378	31	38		

1764		Brought Over ---- Pagodas		277	20 61
	To Rent received of Mr. Parley for the Month of August ----		66 23 ,,		
	To Interest on ditto from the 31 August 1764 to the 17th November 1766 is 2 Y 2 M 17 D @ 8 ₱ Cent ₱ Annum ----		11 35 12		
				78	21 12
	To Rent received of Mr. Parley for the Month of September		66 28 ,,		
	To Interest on ditto from the 30th September 1764 to the 17 Novr. 1766 is 2 Y 1 M 17 D @ 8 ₱ Cent ₱ Annum ----		11 16 42		
				78	2 42
	To 23 days Rent for 4 Rooms ----		15 14 ,,		
	To Interest on ditto from the 23d Sept. 1764 to the 17th November 1766 is 2 Y 1 M 17 D @ 8 ₱ Cent ₱ Annum ----		2 31 20		
				18	3 20
1765 March	,, To 1 Months Godown Rent ----		3 ,, ,,		
	To Interest on ditto from the 31st March 1765 to the 17th Novr. 1766 is 1 Y 7 M 17 D @ 8 ₱ Cent ₱ Annum ----		,, 15 43		
				3	15 43
April	,, To Godown Rent ----		5 ,, ,,		
	To Interest on ditto from the 30th April 1765 to the 17th Novr. 1766 is 1 Y 6 M 17 D @ 8 ₱ Cent ₱ Annum ----		,, 25 16		
				5	25 16
May	,, To Rent received of Mr. Wardie for the Months of October Novr. and December ----		166 28 ,,		
	To Interest on ditto from the 31st May 1765 to the 17th Novemr. 1766 is 1 Y 5 M 17 D @ 8 ₱ Cent ₱ Annum ----		14 8 27		
				185	26 27
	To Rent for a Godown ----		5 ,, ,,		
	To Interest on ditto from the 31st May 1765 to the 17th Novemr. 1766 is 1 Y 5 M 17 D @ 8 ₱ Cent ₱ Annum ----		,, 24 30		
				5	24 30
June	,, To 5 Months Godown Rent ----		31 ,, ,,		
	To Interest on ditto from the 30th June 1765 to the 17th Novr. 1766 is 1 Y 4 M 17 D @ 8 ₱ Cent ₱ Annum ----		3 31 32		
				37	31 32
July	,, To 1 Months Rent for a Single Appartment ----		20 ,, ,,		
	To Interest on ditto from the 31st July 1765 to the 17th Novr. 1766 is 1 Y 3 M 17 D @ 8 ₱ Cent ₱ Annum ----		2 ,, 28		
				22	,, 28
	To 1 Months Appartment to Mr. Croke ----		25 ,, ,,		
	To Interest on ditto from the 31st July 1765 to the 17th November 1766 is 1 Y 3 M 17 D @ 8 ₱ Cent ₱ Annum ----		2 ,, 24		
				27	,, 24
	Carried Over ---- Pagodas			2462	1 71

Brought Over ---- Pagodas		2785	31 38
Carried Over ---- Pagodas		2785	31 38

1765		Brought Over ... Pagodas	2740	℔	71
July	" To 17 Days Godowns Rent		2 35	"	
	To Interest on ditto from the 31st July 1765 to the 17th November 1766 is ℔ 3 16 2 @ 8 ℘ Cent ℘ Annum		" 12 29		
			3	5	29
	To 1 Months Rent for 2 Godowns		15	"	"
	To Interest on ditto from the 31st July to the 17th November 1766 is ℔ 3 17 @ 8 ℘ Cent ℘ Annum		℔ 23 40		
			16	23	40
	To 1/2 Months Godown Rent		4	21	"
	To Interest on ditto from the 31st July 1765 to the 17th November 1766 is ℔ 3 16 2 @ 8 ℘ Cent ℘ Annum		" 19 52		
			4	40	52
August	To 2 Months Rent received of Mr. Cooke		60	"	"
	To Interest on ditto from the 31st August 1765 to the 17th November 1766 is ℔ 2 16 2 @ 8 ℘ Cent ℘ Annum		5 32	"	
			65	32	"
November	℔ 30 To 1 Month and 28 days Rent received of Mr. Cooke		58	"	"
	To Interest on ditto from the 30th November 1765 to the 17th November 1766 is ℔ 1 16 2 @ 8 ℘ Cent ℘ Annum		4 22 32		
			62	22	32
	To 14 days Rent for a Godown		5	"	"
	To Interest on ditto from the 30th November 1765 to the 17th November 1766 is ℔ 1 16 2 @ 8 ℘ Cent ℘ Annum		" 15 69		
			5	15	69
1766					
February	28th To 5 Months Godown Rent		25	"	"
	To Interest on Ditto from the 28th Febuary 1766 to the 17th Novr 1766 is ℔ 8 16 2 @ 8 ℘ Cent ℘ Annum		℔ 17 73		
			26	17	73
March	31st To 20 days Rent for a Room		8	"	"
	To Interest on ditto from the 31st March 1766 to the 17th November 1766 is ℔ 7 16 2 @ 8 ℘ Cent ℘ Annum		" 16 73		
			8	"	16 73
May	To 1 Months Rent for 4 Rooms and a Godown		27	17	40
	To Interest on ditto from the 31st May 1766 to the 17th November 1766 is ℔ 5 17 @ ℘ Cent ℘ Annum		℔ " " "		
			28	17	62
June	To 1 Months Rent Received of Captain Stewart		5	"	"
	To Interest on ditto from the 30th June 1766 to the 17th November 1766 is ℔ 4 17 @ 8 ℘ Cent ℘ Annum		℔ 2 " 32		
			55	21	32
	Carried Over ... Pagodas		3017	5	51

	Brought Over ... Pagodas	2785	31	38	
	Carried Over ... Pagodas	2785	31	38	

1766		Brought Over Pagodas	2017	5 8½
July	To 1 Months Rent Received of Mr Seat on Mat	20		
	To Interest on ditto from the 31st July 1766 to the 17th November 1766 is 2 Mo 17 @ 8 ℔ Cent ℔ Annum	20 12		
			20 20 12	
August	To 2 Godowns Rent received of Mr Joly	32 30		
	To Interest on ditto from the 31st August 1766 to the 17th November 1766 is 2 Mo 17 @ 8 ℔ Cent ℔ Annum	37 90		
			54 36 90	
September	30th To 2 Godowns Rent received of Mr Joly	8		
	To Interest on ditto from the 30th September 1766 to the 17 November 1766 is 1 Mo 17 @ 8 ℔ Cent ℔ Annum	4 39		
			8 4 39	
	To Rent received for Godowns for Arrack	195		
	To Interest on ditto from the 30th September 1766 to the 17th Novr 1766 is 1 Mo 17 @ 8 ℔ Cent ℔ Annum	2		
	Pagodas		327 28 12	

Fort St George
Errors
S

	Brought Over Pagodas		2785 31 38	
1766				
Novr	17 By Ballance due		511 33 52	
			3297 28 12	
	Pagodas		3297 28 12	

the 17th November 1766

Excepted
Ralph Taylor

Jur in Cur.

17th Feby 1767

The Answer of John Debonaire of Fort Saint George Merchant Defendant to the Bill of Complaint of Ralph Taylor of the same Place Victualler Complainant

This Defendant now and at all times hereafter Saveing and Reserving to himself all and all manner of Benefit and Advantage of Exception to Many Errors Uncertainties Untruths Insufficiencies and Imperfection in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as He this Defendant is Advised doth Materially Concern him to make Answer unto He this Defendant Answereth and Saith that He absolutely denies to stand Indebted unto the Complainant in the Sum of Five hundred and Eleven Pa thirty three fanams and fifty four Cash as is Set forth & stated in the said Bill of Complaint and Account Current thereunto annexed or in any other Sum or whatever One the Contrary this Defendant Saith that the Complainant stan Indebted to him this defendant in the Sum of Sixty three Pagodas and Six fanams as will more fully and at large appear by an Account hereunto Annexed for the Inspection of this Honble Court & which this defendant may be Admitted as part of this Answer And this defendant further saith that on about the first day of April One thousand Seven hundred and Sixty two the Complainant being about to depart for Europe and having Occasion for Money did apply to this Defendant and Requested him to Advance or Lend him a Sum of Money on his Mortgage Bond of his House to enable him to pay his Debts in India And to Provide for his Passage to Europe And this Defendant at the Complainants earnest Intreaty and Consideration of his Allowing him a Premium for the Length of time that what He Advanced him would Remain Undischarged as herein mentioned did Advance the Complainant the Sum of One thousand four hundred and four Pagodas and did also Oblige himself to pay to the Chur of St. Marys of Fort Saint George the Annual Sum of One hundred and forty Pags for three Years for the Interest of the Complainants Mortgage of

Two

Two thousand Pagodas Amounting to the Sum of Four hundred and twenty Pagodas And in Consideration of the said House being let unto John Parley since deceased for the Space of three Years from the first day of November One thousand Seven hundred & Sixty One at the Rent of Eight hundred Pagodas a Year and of this Defendant to being to Receive the same towards the payment of the said two Sums of One thousand four hundred and four Pagodas Four hundred and Twenty Pagodas and also of the sum of Five hundred and Seventy Six Pagodas the Intended premium for the said Loan making together the Sum of Two thousand and four hundred Pagodas this Defendant was to Receive out of the Rent of the said House the said Premium of Five hundred and Seventy Six Pagodas which is no more than Eight p Cent for the said Sum of Two Thousand and four hundred Pagodas for three Years And this Defendant further Saith that in Consideration of the said Sum of One thousand and four Pagodas Advanced to the Complainant as aforesaid and of the said four hundred & Twenty Pagodas which this Defendant was to pay to the Church & also of the said Premium of Five hundred and Seventy Six Pagodas the Complainant did Execute to this Defendant a Mortgage Bond of his House for the Sum of Two thousand & four hundred Pagodas in the Words & figures following that is to Say "Know all Men by these presents that I Ralph Taylor of Madras Inhabitant "for and in Consideration of the Sum of Two thousand four hundred Pagodas to me "and paid by Mr. John Debonaire of Madras Merchant the Receipt whereof I do "hereby acknowledge, have Mortgaged Assigned and made over and by these Presents "do Mortgage Assign and make over unto the said Mr. John Debonaire all "that Messuage or Tenement situated in York Street now in the Tenor & occupation "of John Parley of Madras Victualler, to have and to hold the same with all "the Appurtenances thereunto belonging unto him the said Mr. John Debonaire "his Heirs and Assigns for Ever And Whereas the said Messuage or Tenement "is let unto the said John Parley for the space and Term of three Years from this "first day of November at the Yearly and Annual Rent of Eight Hundred "Pagodas Now be it Known unto all Men by these Presents that I the "said Ralph Taylor do moreover Agree to and with the said Mr. John "Debonaire that it shall & may be lawfull for him the said Mr. John Debonaire to "Receive the said Annual Rent of and from him the said John Parley towards the

&c

"the payment of the aforesaid Sum of Two thousand four hundred Pagodas as also
"whatever Rent may be due for the said Premises untill the aforesaid Sum of
"Two thousand four hundred Pagodas with Interest thereon is fully discharged
"He the said Mr. John Debonaire paying out of the said Rent the Annual
"Sum of One hundred and forty Pagodas unto the Church of Saint Mary's of
"Fort Saint George. And in Case the said John Parley should die, or should
"be unwilling to Renew the Lease of the said House at the Expiration of the said
"Term of three Years from Date of these Presents. That then and in such Case
"it shall and may be lawfull to and for the said Mr. John Debonaire to sell
"and dispose of the said Premises and out of the produce thereof to pay to the said Church
"of Saint Mary's the Sum of two thousand Pagodas with such Interest as may be due
"thereon being the Amount for which the said Premises are Mortgaged to the
"Church and out of the Remainder to pay himself whatever Sum or Sums may
"be due to him on Account of the said Sum of Two thousand four Hundred Pags
"Received by me as aforesaid. and the Remainder to Remit to me or my Assigns
"Provided Nevertheless that I the said Ralph Taylor his heirs Exors
"shall well & truely pay or Cause to be paid unto the said Mr. John Debonaire &c
"said Sum of Two thousand four hundred Pagodas with such Interest as may
"be due thereon untill full payment is made then this Obligation to be Void &
"of no Effect or else to Remain in full force and Virtue. In Witness whereof I
"have hereunto set my Hand & Seal this 4th day of Novr Anno Domini 1761

"Witnesses"
"I. M. Stone"
Franck Slaney

Ralph Taylor (Seal)

Which said Bond is in this Defendants Posession and ready to be produced
to this Hôble Court when required And this Defendant further saith that
in Consideration of the Complainants having this Defendant the said Bond
for Two thousand four hundred Pagodas as with Interest thereon at the Rate
of Eight p Cent p Annum as aforesaid He this Defendant gave the Comp-
lainant

Complainant a Receipt for the said Premium of Five hundred and Seventy Six Pags
as Interest for the said Sum of Two thousand four hundred Pags as He was to receive
it out of the Rents of the said House, And this Defendant begs leave to Observe to this
Hôble Court that it is very Extraordinary that Notwithstanding this Defendant
did as aforesaid Advance to the Complainant the said Sum of One thousand four
hundred and four Pagodas and Undertook to pay the said Sum of Two hundred
and Twenty Pagodas to the Church which he has paid and Agreed to Receive the
said Premium of Five hundred and Seventy Six Pagodas out of the said Rents
of the Complainants said House And that the Complainant hath Executed to
this Defendant the said Bond for two thousand four hundred Pags and Interest
which was to be Discharged in Manner therein Mentioned much to the disadvantage
of this Defendant and still that the Complainant in the Account Current annexed
to his said Bill of Complaint should give this defendant Credit for no more than
the said Sum of One thousand four hundred and four Pagodas on Account of
the said Mortgage this Defendant humbly hopes the Bond itself together with
what is before set forth will Sufficiently Convince this Honorable Court that
the Complainant ought to have Credited this Defendant with the Sums of Two
thousand four hundred Pagodas on Account of the said Mortgage and not with the Sum
of One thousand four hundred and four Pagodas only Besides this Defendant
According to the tenor of the said Bond had a Right to Charge Interest on the said
Sum of Two thousand four hundred Pagodas after the Rate of Eight p Cent p Annum
and also Comonission on the Rents which he received which he has declined doing on
Account of his having Received the said Premium out of the said Rents of the said
House Notwithstanding he was several Months kept out of it as will appear by
the Account Current hereunto Annexed and Notwithstanding he has been four
Years Recovering or receiving the full Amount of the said Mortgage whereas
it plainly appears that the Intention of both the Complainant and this
Defendant were that He should Receive it in three Years which has been
a great disadvantage to this Defendant And this Defendant Saith that in the
Account Current hereunto Annexed He has given the Complainant Credit for
a Bill of Exchange for Two hundred Pagodas Drawn by Mr. John Parley on

Wm

the Complainant in England on Account of three Months Rent of the said House which the said John Parley Informed this Defendant the Complainant was Indebted to him which Bill the Complainant Instead of discharging Suffered it to be Protested and returned the Amount of which this Defendant has not Yet Received for which Reason Notwithstanding He has Credited the Complainant for it he doth not think that he was in the least Obliged so to do but has so done in Order if Possible to end all Disputes between him and the Complainant And this Defendant further saith that the Ballance of the Complainants Account Current Chiefly Arises from Interest which the Defendant has received on the Complainants Account was to be Applyed towards the Discharging the said Bond of Two thousand four hundred as beforementioned which this Defendant hopes will not Escape the Notice of this Honorable Court with Submission how Unreasonable it is to Charge Interest on the Money which this Defendant received on Account of the Complainant where the same was to be applyed towards the discharging the said Bond which is the reason that this Defendant in the Account Current hereunto Annexed Neither Charges the Complainant with Interest nor gives him Credit for any But in Case this Honorable Court should be of Opinion that this Defendant ought to be charged with Interest on the Respective Sums which He received on Account of the Complainant He thinks it highly reasonable that he should be Allowed Commission thereon and Interest on the Sums which He advanced and hopes in that Case this Hble Court will be Pleased to Decree the Complainant to pay the same to this defendant And this Defendant further saith that the Complainant in the Account Current annexed to his said Bill of Complaint has Omitted to give this Defendant Credit for Scavenger and Quit Rent for the Years One thousand Seven hundred and Sixty two, and One thousand Seven hundred and Sixty three under date in the Account Current hereunto annexed the thirty first December One thousand Seven hundred and Sixty five Amounting to the Sum of Eight Pags thirty Six fanm & this Defendant further begs Leave to Observe to this Hble Court the great Ingratitude of the Complainant towards this defendant in Exhibiting a Bill of Complaint against him that whereas by the said Bond

Complainant to this Defendant He this Defendant was fully Empowered in Case of the Death of the said John Parley or in Case He should not be willing to Renew the Lease of the said House at the Expiration of the said three Years for which the same was Letter to him to sell and Dispose of the said House and out of the produce thereof to pay off the Mortgage to the said Church of Two thousand Pagodas and out of the Remainder to pay himself whatever Sum or Sums might be due to him on Account of the said Two thousand four hundred Pagodas which at the time of the decease of the said John Parley was Considerable But this Defendant being from time to time Informed of the Complainants Intentions to Come again to India Chose rather in Order to Serve the Complainant by not Disposing of his apprehends would have Injured the Complainant And this Defendant did also further for the Complainants benefit enter into a Contract with the Church of Saint Mango to give a Bond and did give a Bond Jointly with Mr Thomas Pelling for two thousand Pagodas at Eight p Cent on Account of the Complainant the Interest thereof this Defendant paid as it became due And after the decease of the said Mr Parley the said House was in a Ruinous Condition and it was with Difficulty that this Defendant could get part thereof as the Complainant would not Allow any thing for Repairs which Circumstances this Defendant humbly hopes will not Escape the Notice of this Honorable Court And this Defendant humbly hopes this Honorable Court will be Pleased to Decree the Complainant to pay unto this Defendant the said Sum of Sixty three Pagodas and Six fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit as He hopes it will Clearly appear to this Honorable Court by what is before setforth that the Complainant is justly indebted to him in that Sum

All which Matters and things this Defendant is ready and willing to verify Maintain and prove in such manner and form as this Honorable Court shall direct and humbly prays to be hence Dismissed with his reasonable Costs and Cargos in this behalf most wrongfully Sustained

John Debonaire

John Sykes
Attorney for the defendant

Dr. Mr. Ralph Taylor in Account Current With Mr. John Debonaire

1762 April	1	To the Amount of Your Mortgage Bond dated the 1 November 1761	2400				
		To Advance in Cash to You	1404				
		To 3 Years Interest I bind myself to pay to the Church of 2000 Pag@7 ₱ Cent	420				
		To Premium of the said Bond of which I passed receipt to You on Delivery of the Bond dated the 1 November 1761	576				
			2400				
1764 August	30	To Scavengers Duty for the Years 1760 and 1761		2	36		
December	31	To Interest to the Church 3 Months @7 ₱ Cent on 2000 Pagodas		35			
1765 January	21	To Extraordinary Interest paid by the Church on their Bonds being 2000 Pagodas @1 ₱ Cent		20			
March	31	To Conciergly on Account of his Care					
May	31	To Repairs to the Kitchen		1			
June	30	To Conciergly in full for 4 Months pay @2 Pagodas			38	60	
Sept.	30	To ditto for 3 ditto		6			
November	30	To Ditto for 3 Ditto		6			
December	31	To Repairs in the front of the House		6			
		To Scavengers and quit Rent for the Years 1762 and 1763			13	60	
1766 January	31	To Interest to the Church 1 Year on Pagodas 2000 @8 ₱ Cent		2	36		
March	31	To Conciergly for 2 Months		16			
May	31	To ditto for 2 Months		6			
August	31	To ditto for 3 Months		4			
October	31	To Billiard Table Sticks &c		6			
		To 11 Yards Green Cloth	116				
			21 3		137	3	
				Pagodas	2307	6	40

Fort St. George 31 October 1766
Errors Excepted
p John Debonaire

1762 September	24	By Bill received of Mr. Parsley on Mr. Ralph Taylor in London returned Protested being a payment for the Month of May June & July	200				
October	31	By Rent of Mr. Parsley for August and September	132	16			
Dec.r	31	By do Do October	66	28			
1763 January	31	By do Do November	66	28			
March	31	By do Do December and January	132	16			
April	30	By do Do February in part	46				
May	31	By do Do ditto in full	20	28			
August	31	By do Do March, April May and June	266	28			
September	30	By do Do July	66	28			
October	31	By do Do August and September	132	16			
December	31	By do Do October	66	28			
1764 January	31	By do Do November	66	28			
Feby	28	By ditto Do December	66	28			
March	31	By do Do January 1764	66	28			
July	31	By do Do of Mr. Wardie for June	66	28			
August	31	By do Do of July	66	28			
Sept.	30	By do Do August	66	28			
Oct.	31	By do Do September	66	28			
November	30	By do Do of Mr. Parsley for February March April and May	266	28			
1765 February	28	By do of 4 Rooms for 23 Days	15	16			
March	31	By do of a Godown for One Month	3				
April	30	By do Do One Month	5				
May	31	By do of the Executors of Mr. Wardie for October November and December	16	16			
		By do of a Godown 1 Month	5				
June	30	By do Do 3 Months	34				
July	31	By do of a Room from Tingle 1 Month	20				
		By do of an apartment to Mr. Crook 1 Month	25				
		By do Godown 17 days	2	25			
		By ditto Do 1 Month	15				
		By ditto Do 1/2 Do					
August	31	By ditto from Mr. Crook for 2 Months	4	20			
Oct.	31	By do Do 1 Month 28 days	60				
		By do a Godown 19 days	5	20			
1766 February	28	By do ditto 5 Months	5				
March	31	By do a Room 20 days	25				
May	31	By do 4 do and a Godown 1 Month	2				
June	30	By ditto of Capt Stewart 1 Month	20	17	40		
July	31	By ditto of Seafon 1 Month	5	16			
Augt	31	By do of Jolly for 2 Godowns	20				
Sept.	30	By do 2 Godowns 2 Months	33	29			
		By ditto Godowns for Arrack	8				
Oct.	31	By Ballance due	195				
			2744			40	

Read and filed
3d March 1763

The Replication of Ralph Taylor of Madras Victualler Complainant to the Answer of John Debonaire of Fort Saint George Merchant Defendant

This Replyant now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the Many Errors uncertainties and Insufficiencies in the Defendants said Answer Contained for Replication thereunto saith that all and Singular the Matters and things in this Replyants said Bill of Complaint and Account Current thereunto annexed are true as the same are therein alledged and Expressed and that the Answer of the said Defendant to the said Bill is very untrue imperfect and Insufficient in the Law to be Replied unto And this Repliant further saith and Absolutely denies being Indebted unto the defend-ant in the Sum of Sixty three Pagodas and Six fanams as is set forth and Stated by him in his said Answer and Account Current thereunto Annexed or any other Sum or Sums of Money whatsoever but on the Contrary the Defendant doth justly and truely stand Indebted unto this Repliant in the Sum of Five hundred and Eleven Pagodas thirty three fanams and fifty four Cash as will more fully and at large appear by the Account Current annexed to this Repliants said Bill of Complaint and which he also prays may be Admitted as part of this his Replication; And this Repliant further saith and Admits that on or about the first day of April One thousand Seven hundred and Sixty two, He was about going to Europe and having Occasion for money did Apply to the Defendant and Requested of him to lend this Repliant a Sum of Money on his Mortgage Bond of his House to Enable him to pay his debts in India as will in providing his Passage for Europe this Repliant further saith that in Consideration of his Allowing the Defendant the Sum of Five Hundred and Seventy Six Pagodas on Account of Interest, He therefore did advance and lend unto this Repliant the Sum of One thousand four hundred and four Pagodas and did further oblidge himself to pay to the Church of Saint Marys of Fort St George the Annual Sum on One hundred and forty Pagodas for three Years Interest on this Repliants Mortgage Bond of Two thousand Pagodas Amounting to the Sum of Four hundred and twenty Pagodas And as a further Consideration of this Replyants House being Lett unto John Parley since deceased for the Space of three Years from the first day of November One thousand Seven hundred and Sixty One, at the Rent of Eight Hundred Pagodas a Year, and which the Defendant was to Receive the Same towards the Payment of the said three Sums of One thousand four hundred and four Pagodas four hundred and twenty Pagodas and of the Sum of Five hundred and Seventy Six Pagodas which three Sums making together the Sum of Two thousand four hundred Pagodas for which he granted the Defendant the Mortgage Bond of this House Mentioned in the defendants Answer for the said sum of two thousand and four hundred Pagodas And that Notwithstanding which this Replyant doubts not to prove that he hath Received of the defendants no more then the Sum of One thousand four hundred & four Pagodas and for which Sum he Credited him in his said Account for the same with Interest thereon from the day the Balance thereof came to the Credit of November One thousand Seven hundred and Sixty Six the date of his said Account Current And as to the defendants said Receipt of the Sum of Five hundred and Seventy Six Pagodas and the Sum of Four hundred and twenty Pagodas which the defendant Undertook to pay to the Church as aforesaid and which he Swelled up this Repliants said Mortgage Bond to the Sum of two thousand four hundred Pags This Repliant has Credited the Defendant for the said Letter Sum of four hundred and twenty Pagodas the defendant promised to pay to the Church as aforesaid with Interest thereon, But as to the Sum of Five hundred and Seventy Six Pagodas for which this Repliant has the Defendants Receipt, And in Consideration whereof the Amount of the Same is Included in this Repliants Bond to the Defendant as before mentioned the same was allowed to be Included therein only on Account of Interest on the aforesaid Sums of One thousand four hundred and four Pagodas and four hundred and twenty Pagodas but not on the Sums of Two thousand Four hundred Pagodas, As is setforth by the defendant in his Answer And as this Repliant has Credited the defendant with Interest on both the

Sums

Sums of One thousand four Hundred and four Pagodas and four hundred and twenty Pagodas Consequentley the defendants said Receipt thin of Five Hundred and seventy Six Pagodas so Included in the said Bond of Two thousand four hundred Pagodas tho not received by this Replyant, then it is very Reasonable for this Repliant to Charge the defendant Also with Interest Upon the said Receipt for the Sum of Five hundred and Seventy Six Pagodas as the Defendant should on the said Sum of Two thousand and four Hundred Pagodas so that if the same should be permitted it will turn out the same, to the Accounts already Stated by this Repliant and the same Annexed to his said Bill of Complaint

This Repliant admits the Defendant had Right to Charge this Repliant with Interest in his Account Current but not in the Sum of Two thousand four hundred Pagodas for the Reasons before Alledged Neither can the Defendant Charge this Repliant with Commission on the Rents of his House at the same was never agreed upon, And if he has a Right to do it then Consequently this Repliant is Intitled to Charge the Defendant with damages for the Loses he Sustained by Means of the Defendant, and which he is not Yet Charged with, and as to the Defendant being several Months Rent out in receiving the Premium from the Rents of the said House he must blame himself and his Carelessness for it and not this Defendant as well as to this being four Years before he could have Recovered the full Amount of this Repliants said Mortgage and which detention this Repliant with the greatest Submission to this Honorable Court, can assure tended more to the disadvantage of this Replyant then to that of the Defendants for which with further Submission to this Honble Court that upon his proving the Considerable Loses he Sustained by trusting the Defendant with the Care and Management of his House, He this Repliant doubts not but this Honorable Court may oblidge the Defendant to make the same Good, As Several Person had Applied to the Defendant either to Live in the said House or to Lodge their Goods in it but the Defendant Refused to Comply with them, but rather thought fitt to keep it Shutt then to Let the same out to those who Applied for it, Particularly Mr. Crook a Gentleman who can testify that he had Applied and having Lived in the said House at

Twenty

Twenty five Pagodas P Month and he was Obliged to have the Raitan Shutters to the Windows of the said House Repaired himself, and for want of some further petty Repairs, and the Defendant Refusing to have it done, the said Mr. Cooke was Obliged to quit it by which in it self it Appears that the Defendant did not act as he promised or as his duty was so to do nor to have sought this Repliants Interest but to his Prejudice alltho he promised to do it in his Letter to this Repliant then in England an Extract whereof is as follows

"Madras October 31 1762

"I have Ordered Mr. Parley to take care that the House be kept in "good Repair, and have sent People to Examine into it

"I shall be glad to hear from You and any Services I can Render "You in this part of the World I shall be Glad of Your Commands with ostany Compliment

The Original of which Letter this Repliant has in his Possession and ready to be produced to this Honorable Court when required, but notwithstanding the defendants said Letter to this Repliant Yet he upon hearing the Misconduct of the Defendant, and well apprehensive that he would Sustain a Considerable Loss by Means of the defendant, He this Repliant therefore sent out a proper Power of Attorney Signed by Sir William Beckford Bart then Lord Mayor of London to Messrs. Debonaire the Defendant Spradd and Pelling jointly with him to take the Management thereof Upon them, but the Receipt of which this Repliant Received no Answer, And this Repliant further saith that with Regard to the Sum of two hundred Pagodas the defendant Credited this Repliant with for the Amount of a Bill of Exchange drawn by Mr. John Parley on this Repliant in England on Account of three Months Rent of the said House which this Repliant Stood Indebted to the said John Parley the same never came to this Repliants Hands neither did he in Lew of Discharging it suffer the same to be protested, which assertion this Repliant entirely denies to be true as this Repliant waited Personally on Messrs. Mulmans the Gentlemen to whom the Defendant Corresponded with in England, and in particular asked them if they had received any Letters from the defendant for him their Answer was that they had Received None And which this Repliant doubts not to prove in due

time

time by the Evidence of his Brother Valintine Taylor who was then in Company with this Repliant and now here, but the Defendant tacitly in his Answer Vindicates himself in the following Manner

The Amount of which he hath not Yet Received for which Reason Notwithstanding he hath Credited this Repliant for it he doth not think that he was in the least Obliged so to do, but has so done in Order if Possible to end all disputes between him and this Repliant

And this Repliant further saith that it does not in the least Appear that the Ballance of this Repliants Account Current Annexed to his Bill of Complaint to have Chiefly Arose from Interest And if it does he Charged the Defendant with no more Interest than Lawfully due And for such Sums and from such times as the Principal was Received, and this Repliant hath great Reason to charge the defendant with Compound Interest in the Sum of Five hundred and Seventy Six Pagodas for money paid by this Repliant afore hand to the Defendant on Account of Interest as of his Receipt and which the Defendant Acknowledges in his Answer to have been Granted, as well as on the said Sum of Four hundred and Twenty Pagodas which the Defendant Undertook to pay to the Church out of the Rents of the said House, Yet he did not chose to do it, And this Repliant Admits that the Money he received on this Repliants Account was to be Applied towards the discharging of the said Bond of Two Thousand Four hundred Pagodas as beforementioned, but that is no Reason for this Repliant not to Charge Interest on the Several Sums of Money the defendant Received on this Repliants Account, And perhaps the Defendant might have laid the same out in Trading and got a Considerable again by it and with Submission this Repliant doubts not, but that it will be looked upon by this Honble Court in the same Light, And if the Defendant hath Neither debts nor Credited himself with Interest in his Account Current Annexed to his Answer this Repliants thinks himself not Obliged to do the same, but will take all such steps and Reasonable Ways and Means as may most tend to the benefit and Advantage of himself, as the defendant did in drawing out his Account to his own Interest and to the Prejudice of this Repliant thereby humbly hoping that this Honble Court would be pleased to Confirm the Account Current Annexed to this Repliants Bill of Compliant and the defendant be decreed to pay unto this Repliant the Ballance due thereof, And that the Account Current Annexed to the defendants Answer may be set aside, But in Case this Honorable Court should be of Opinion that this Replyant ought to be Charged with Commission on the Several and Respective Sums the Defendant Received on Account of this Repliant, He thinks it highly Reasonable that he should charge the defendant with not only Compound Interest but also with the Considerable Loss he had he had Sustained by Means of the Defendant as aforesaid

This Repliant Admits to have Omitted giving the Defendant Credit for Scavengers and quit Rent for the Years One thousand seven hundred & Sixty two and One thousand Seven hundred and Sixty three under date the thirty first of December One thousand seven hundred and Sixty five Amounting to the Sum of Eight Pagodas and thirty Six fanams, the Omission of which Charge this Replyant hopes will be looked Upon as an Oversight and is Ready to Credit the Defendant for the same as well as for a further Sum of One Pagodas which the Defendant Omited debiting this Repliant in the Account Current Annexed to his Answer Under date the thirteenth June One thousand Seven hundred and Sixty five to the Conciepley in full for four Months pay at two Pagodas p Month Charged but only Seven when it ought to have been eight Pagodas, which Charge of Conciepley as well as the Several other Charge this Repliant humbly Requires Proof of the Defendant, this Repliant further saith that his Ingratitude was not, nor is so Great, as the Defendant by a Shadow of truth is pleased to Represent to this Honble Court, for this Repliant on his Arrival from England never intended taking any Bills or Bills of Complaint against the Defendant, had he Amicably Settled the Accounts with this Repliant, but by his Evasive and Shuffling Excuses, and at last Refused to come to any better terms than insisting of this Replyant to Admit of his pretended Account Annexed to his Answer obliged this Repliant to fly for Redress to this Honorable Court and as to by

by Virtue of the Bond given by this Replyant to the defendant & he being therein
full Empowered in the Manner and form as forth in his the Defendants Answere
Yet he this Repliant is humbly of Opinion that what he the defendant had
done therein with pretentions to serve this Repliant, tended more to his
Interest and Advantage than to this Repliants And as to the House being in
a Ruinious Condition and that this Repliant would not allow him any thing
for the Repairs thereof This Repliant doubts not to prove that he was never
Informed by the defendant therewith by which he could have taken such Steps
in Supplying the defendant with what he wanted on that Account, but as to his
last Letter to this Repliant an Extract whereof is hereunto Annexed wherein
he supposely saith that he ordered Mr. Parley that the House to be kept in good
Repairs and have sent People to Examine into it, by which said Letter this Repliant
Remained Satisfied.

And altho the defendant is Sensible of the Great and Considerable
Loses this Repliant had Unfortunately met with by Wreck on his Voyage to
India together with those by Means of the Defendant himself Regarding his
House, As this Repliant could have got much Larger Priviledges by the Rent of the
same then what the defendant Credits him for, had it been Entrusted to and
Under the Care of any other Gentlemen here, and which this Repliant doubts not to
Prove to this Honble Court in due time and the same not Charged herein, Yet the
the defendant is so hard hearted, as to deprive this Repliant from what is his
just Right as by the Account Current Annexed to this Repliants Bill of Complaint
may justly appear Whereby this Repliant was under the Obligation of throwing
himself to the justness of his Cause, Making no doubt but that this Honble Court
will take it into Consideration — All which Circumstances this Repliant
most humbly Refers to the Impartial Judgment of this Honble Court whereby the
defendant may be decreed to pay unto this Repliant the aforesaid Sum of Five hundred
and Eleven Pagodas thirty three fanams and fifty four Cash with such Interest
as now is or shall hereafter became due thereon Also all Costs of this Suit, As this
Repliant humbly hopes it will fully and Clearly appear by what is before said
that this Repliant Sustained a great Loss by entrusting the Defendant with

the Care of his said House and the same by him shutting up without Letting it
out to those Gentlemen who Required the same altho this Repliant had paid him
the aforesaid Sums of Money as aforesaid — All which Matters and things this
Repliant is Ready to Support Maintain & prove as this Honble Court shall direct
and humbly prays as in & by his said Bill of Complaint he hath already Prayed

James Hathaway
Attorney for the Repliant

Read and filed
24th March 1767

The Rejoinder of John Debonaire of Fort Saint George Merchant Defendant to the Replication of Ralph Taylor of the same place Victualler Complainant

This Defendant now and at all times hereafter Saving and
Reserving to himself all & all Manner of Benefit and Advantage of Exception
to the many Errors Uncertainties Insufficiencies and Imperfections
in the said Replication contained Saith that all and Singular the Matters and
things in this Defendants Answer are Certain true and Sufficient in the Law to
be Replied unto in such Manner and form as the same are therein Alledged
and Set forth and that the said Replication is very Untrue and Evasive And
this Defendant further saith that He absolutely denies to stand Indebted unto
the Replyant in the Sum of Five hundred and Eleven Pagodas thirty three fanams
and fifty four Cash as is set forth and Stated in the Replyants Bill of Complaint
and the Account Current thereunto annexed and also in the said Replication or in
any other Sum of Money whatsoever But on the Contrary this Defendant Saith
that the Repliant stands Justly and truly Indebted unto this Defendant in the
Sum of Sixty three Pagodas and Six fanams as is already Set forth and
Stated in this Defendants Answer to the said Bill of Complaint and the
Account Current thereunto Annexed And to which this Defendant most
humbly Refers And this Defendant further saith that the Replyant in
his said Replication Admits that this defendant did Advance and Lend unto

him

him the Sum of One thousand four hundred & four Pagodas and did further Oblige himself to pay to the Church of Saint Marys of Fort Saint George the Annual Sum of One hundred & forty Pagodas for three Years Interest of the Replyants Mortgage Bond of Two thousand and four hundred Pagodas amounting to the Sum of Four hundred and Twenty Pagodas And then He Says that as afurther Consideration for the Replyants House being Lett unto John Parley since deceased for the Space of three Years from the first Day of November One thousand Seven hundred and Sixty One, at the Rent of Eight hundred a Year and that this Defendant was to Receive the same towards the payment of the said three Sums of One thousand four hundred and four Pagodas, four hundred and Twenty Pagodas and Five hundred and Seventy Six Pagodas and for which three Sums Making together the Sum of Two thousand and four hundred Pags He granted this Defendant the Mortgage Bond of his House mentioned in this Defendants said Answer for the said Sum of Two thousand and four hundred Pagodas And he further saith that Notwithstanding which he Doubly not to Prove that he hath Received of this Defendant no more than the Sum of One thousand four hundred and four Pagodas which with Submission is Just Setting forth the Matter in a true and proper Light and Confirming this defendants Answer and Assertions relative thereto and in fact Confuting the Replyants own proceedings, for the Chief dispute is about the Five hundred and Seventy Six Pagodas for Premium and the Replyant Says that the defendant was to Receive the said Rent of the Replyants House towards the payment of the said three Sums of One thousand four Hundred and four Pags four hundred and Twenty Pagodas, and the said Five hundred and Seventy Six Pagodas why then he did He not in his Account Current Annexed to his Bill of Complaint Credit this defendant for the same? but as that Sum was the Chief Matter in Dispute between the Replyant and this Defendant in Case the Replyant would have allowed the said Premium of Five hundred and Seventy Six Pagodas to this Defendant there would have been no Occasion to have Exhibited a Bill of Complaint against this defendant, and which by his own

Confession in his Replication He ought to have Allowed, and as to his not having Received more than the said Sum of One thousand four hundred and four Pagodas this Defendant sets that forth in his Answer nor is what He received in the Question Dispute but the said Five hundred and Seventy Six Pagodas which the Replyant does as aforesaid Admit and which Intirely Confirms this Defendants Answer & Account Current thereunto annexed and which Indeed does plainly appear by the tenor of the said Bond And this Defendant further Saith that He is entirely at a loss to Conceive what the Replyant can Mean by Saying as He has Credited this Defendant with Interest on both the Sums of One thousand four hundred and four Pagodas and four hundred and Twenty Pagodas Consequently this Defendants Receipt for the said Five hundred and Seventy Six Pagodas so Included in the said Bond of Two thousand and four hundred Pagodas tho not received by the Replyant and that it is very Reasonable for him to Charge this Defendant with Interest upon the said Receipt, with Submission the Replyant must either have been guilty of Gross Mistake or have set forth a gross absurdity in Setting forth that it is Reasonable for him to Charge Interest on the said Sum of five hundred & Seventy Six Pagodas which was the Premium for the said Loan and which this Defendant never Received from the Replyant but out of the Rents and Profits of the said House as was the Intention of the Replyant and this Defendant and of the said Bond of Two thousand and four hundred Pags and also in Conformity to the Agreement which they made at the time the said Money was lent and the said Bond Executed And this Defendant further begs leave to point out a further great Absurdity and also a Contradiction in the said Replication that Immediately after he has set forth his pretended Right to Charge Interest on the said Five hundred and Seventy Six Pagodas He Says "as the Defendant should on the said Sum of Two thousand and four "Hundred Pagodas" that is, that this Defendant ought to Charge Interest on the said Sum of Two thousand and four hundred Pagodas, And almost Immediately after that He Says this Replyant Admits the Defendant has "a Right to Charge this Replyant with Interest in his Account Current but not "in the Sum of Two thousand and four hundred Pagodas, "which is a plain

Contradiction and which this Defendant humbly hopes will not Escape the Notice of this Honble Court And this Defendant further Saith that if it had been the Replyants Intention to pay and this Defendants Intention to Receive Interest on the Sums of One thousand four hundred and four Pagodas and four hundred and twenty Pagodas only there would not have been the least Occasion to have had a Bond for more than that Amount so that the Nature of the Transaction must of Course clear up this point and Confute the Replyts Assertions Relative thereto Besides it is Absurd to Imagine that this defendt would Advance the said Sums of One thousand four hundred and four Pagos & four hundred and twenty Pagos at the Common Interest of Eight p Cent to be paid in the Course of three Years by Small Sums, that is, the Rents of the Replyants House paid at Sundry times with a great deal of Trouble & difficulty and the Replyant to Charge Interest on each of those Sums It is not Reasonable to Imagine that this Defendant or any other Persons would have lent Money on any such terms Particularly at a time when the Scarcity and want of Money was such as much Greater Interest was given and both Principal and Interest Received with much less Trouble and much more Satisfaction than by Rents and this Defendant further Saith that He is of Opinion He has an Undoubted Right to Charge Commission on the Rents of the Replyants House Notwithstanding the same was Never Agreed upon for Commission is not Charged according to Agreement but Custom which Custom this Honble Court is well Acquainted with And with Regard to the Damages and Losses which the Replyant pretends He Sustained by Means of this defendants He saith that the same is an Unjust Charge and has not the least Connection with the present Dispute but must be Introduced to prejudice the Matter in Question And this Defendant hopes this Honble Court will Look upon it in the same Light however this Defendant by way of Justification of his own Conduct relative to the said Assertion and the Replyants Affairs in which he was Concerned Saith that He never Refused to let the Replyants House or any part of it and the Contrary he did all in his Power by Advertizing it at the Exchange and other Methods to Let it and did Actually Let it to many Persons as must

Appear

Appear by his Account Current annexed to his Answer who Continued in it as long as they Chose to Rent the same in the Condition in which it then was and He believes Mr Crook left the House on that Account But this was no fault of this Defendant for He was not in the least Authorized to Repair it or to Order it to be done And as to the Extract of this Defendants Letter to the Replyant He does not therein Say that He had or would repair it but Says He had Ordered Mr Parley to take care that it was kept in good Repair and had sent People to Examine into it which is no more than if He had Said He had Ordered Mr Parley to fulfill the Covenants in the Lease of the said House by keeping it in Repair and that he had sent People to See that he had done so for by the Lease of the said House any Repairs or Alterations that Mr Parley might make was to be at his own Expence and that the Replyant was to keep it Wind and Water light only — The Replyant further in his said Replication Saith that upon hearing the Misconduct of this Defendant and well apprehensive that He would Sustain a Considerable Loss by Means of him He therefore sent out a proper Power of Attorney to this Defendant and Messrs Spradd and Pelling Jointly with him to take the Management thereof upon them but the Receival of which the Replyant Received no Answer, this Defendant in Reply thereto Saith that the Replyant did send out a Joint Power of Attorney bearing date the Fourteenth day of April One thousand Seven hundred and Sixty three but he therein Limitted the Letting of the said House on Lease of three, Seven or Ten Years at Eight hundred Pagodas p Annum without any Directions about Repairs so that neither this Defendant nor the Replyants other Attornies could or had any Authority to Repair the same they having Received no Directions or Instructions so to do which said Letter of Attorney with an Affidavit Sworn before the then Lord Mayor of the City of London and his Certificate thereunto annexed with the said Citys Seal thereunto Affixed is in this Defendants Custody and ready to be produced to this Honble Court when

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required

required of this Defendant further Saith that with the said Letter of Attorney this Defendant and the said Thomas Pelling / Doctor Spratt being then Absent / Received from the Replyant a Letter in the Words and figures following that is to Say "Gentlemen Herewith send You a Proper Power of Attorney "Jointly or Severally to act, in my Name and for me; being on Stamp paper, "By it being Verified — By the Right Honble William Beckford, Lord "Mayor of London, thinking, it proper, and that if either, should be from "Madras, or in case of death, the others or others to Appoint accordingly and "that You may make Remitance to me by the Safest hands or bills — as soon "as Possable, the Power of Attorney gives You Liberty, when Mr. John "Parleys Lease is out, which will be on November 1st 1766 to Renew the "same for three, seven, or Ten Years Charges on that to Acct. for, as usual"

"James Street"
"Hay Market"
"May 11th 1763"

"I Have the Honr. to be Gentlemen
"Your most Obedt. Servt
"Ralph Taylor"

To John Debonaire, Thomas Pelling, John Spratt Esqrs.

The Original of which is in this Defendants Custody and ready to be Produced to this Honble Court, which does not in the least shew that the Replyants Motives for sending out the said Letter of Attorney were such as in his Replication Set forth but rather in Case of Death or absence the other Attornies might Act in his Affairs Besides had the Replyant been apprehensive of this Defendants Misconduct Relating to his House why did He send him out a fresh power of Attorney along with the said other two Gentlemen this Must have been an after thought to blame this Defendant without Any reason and to make his own Case appear much better than it is And with Regard to the Replyants Asserting that he was never Acquainted with the said Letter of Attorney being Received this Defendant Saith that the said Thomas Pelling and this Defendant did in July One thousand Seven hundred and Sixty four Write to the

Madras
July 1764

Replyant the following Letter that is to Say "Mr. Ralph Taylor We received "Your Letter 11th May 1763 Inclosing us a joint Power of Attorney for the disposal "of Your house at the Expiration of Mr. John Parleys Lease Expiring November "1st 1764 by renewing the Lease to him or any other person to 3. 7 or 10 Years to which "we shall Comply Mr. John Parley Died in May Last his Widow has let the "remainder of his Lease to Mr. Wordie

"We must inform You that the House will require a Thorough "repair before any new tenant will take it on a Lease It has been unfinished "from the begining Mr. Parley did Lay out some money on it to Support and "Repair apart which was extreamly weak but it has never been Chenamd "which detriments It greatly for want of this Necessary expence

"You had given Mr. Debonaire orders to dispose of the house at "the End of the Lease and to pay of the Mortgage to the Church, which we "think would have suited your Conveniency better since some money must "be advenced for repairing it

"We must Acquaint You that the Church called upon us for "the Mortgage Money of Sag.r 2000 we have obliged to take up your Bond "of 7 ₰ Cent ₰ Annum and to make a fresh Mortgage bond to the said Church "at 8 ₰ Cent as they will not Lend any Money at present under that "premium at the Expiration of Your Lease we will act the best for Your "Interest Either to Sell or Let the same.

Mr. Debonaire Acquaints You that the Rent he receives from "the time Mr. Parley began to pay him rent does not amount to the "2400 Pags. You engaged to pay it falling Short Six Months as he began "to receive from the Month of May 1762, there will be of course 400 Pags. "due to him in the House at the Expiration of the Lease".

This is what occurs all present
We Remain Sir
John Debonaire
Thomas Pelling

a Copy of which Letter is in this Defendants Custody and ready to be pro duced to this Honble Court when Required and the truth of which the said Thomas Pelling can testify the Original where of this Defendant prays

by the Replyant be produced for the Inspection of this Honble Court And this Defendant further saith that in Order further to convince this Honble Court that He was willing to do all in his power for the Replyants Interest by letting the said House for a less Rent than Stipulated in the said Power of Attorney as He found it could not be let for that Rent both by way of discharging the Replyants Mortgage to this Defendant and making some thing of the House rather than let it stand Empty He made the following proposal to the said Thomas Pelling that is to Say" Sir I have look over the power of Attorney and find that we cannot even Let Mr Ralph Taylors House for Less than 800 Pagodas ℔ Annum on a lease of 3. 7. or 10 Years But I find I am Impowered by the Mortgage Bond he Assigns to Me of the house at the Expiration of Mr Parley's Lease the first November 1764 Provided the Sum of Two thousand and four hundred Pagodas is not fully paid unless Mr Ralph Taylor or his Assigns shall pay the Debts due which Stands thus

"The Sum Lent being ..... 2400..

"Received from April 1762 to October 1764 30 Mo. 2000..

"Rent 66. 28 ℔ Month .....

"Remain due to Me 400..

Ground Rent paid 8. 36

Pagodas 408. 36

"Which is owing Me from the Estate.

The Case is now whether Mr Taylors Attorney's will consent to Let the house on the best terms Rent to be paid Me untill such time as I am Reumbursed or whether I am not Impowered to Sell the House on non Payment"

I have sent You the Power of Attorney and Letter of Mr Ralph Taylors which leave to your consideration as come time is not non to be lost and some Answer to be given to Mr Wordie to whom it is my Opinion we should grant a Lease for the time Sufficient to pay Me which will be 8 Months 250 Pag. ℔ Month otherwise

I shall take upon Me to put the House up to Sale

I am Sir

Your Most Obedient Servt

John Debonaire

Madras

2 Nov 1764"

to which the Said Thomas Pelling returned the following Answer that is to Say

"Sir I have perused Mr Ralph Taylors Power of Attorney and find that We are "strictly bound to the letting out of his House for 800 Pagodas ℔ Annum upon "a Lease of three, Seven or Ten Years"

"As Mr Parleys Lease is expired, and You have been the Acting "Attorney hitherto, it will be necessary in my opinion to fix a paper upon the "Gate acquainting the Publick that such a House is to be let inserting the "Conditions as expressed in the Power of Attorney, and to Apply to You to settle the Terms.

"I cannot (as You are pleased to Observe) consent to let the "House for 50 Pagodas ℔ Month to Mr Wordie untill Your Debt is "Discharged Unless You give Me an Indemnification for any Claim Mr "Ralph Taylor or his Assigns may have on us hereafter for Acting "contrary to the Power he has Invested upon Us though it is My Opinion "that 50 Pagodas ℔ Month is Money full sufficient for the Rent of such a House in the present times.

Having no Assets of Mr Ralph Taylors in my Hands it is not in my Power to discharge his Debt to You.

"Mr Ralph Taylor not having invested his Attorney "with any Power to dispose of his House, I cannot Agree to Sell "it without an Order from the Mayors Court of this place.

"I return Mr Ralph Taylors Power of Attorney "and Letter, & leave the rest to Your Consideration, being"

Sir

Your very Obedient humble Servt

"Thos Pelling"

Madras

"3. November 1764.

"John Debonaire Esqr

The Original of this Defendants Letter is in the said Thomas Pellings Custody and the Original of the said Thomas Pellings Letter is in this Defendants Custody and Ready to be produced to this Honble Court when Requi

And

And this Defendant Submits to this Honble Court whether under the above Circumstances He could have Acted More for the Replyants Interest than He did And this Defendant further Saith that the Contents of the Bill Drawn by the said Mr. Jonh Parley on the Replyant for Two hundred Pagodas now in this Defendants Custody and Ready to be produced to this Honble Court when requeired will Intirely Confute what the Replyant has in his said Replication Asserted Relative thereto and he still Insists that he has not Yet received the Amount of the said Bill And this Defendant further Saith that it is Strange the Replyant should so much Contradict his own Assertions in his said Replication for in the first Part thereof He Saith that the Rent of the said House was to be received in Discharge of the said three Sums of One Thousand four hundred and four Pagodas four hundred and Twenty Pagodas and Five hundred and Seventy Six Pag. and afterwards He Says that He has a Right to Charge Compound Interest on the said Five hundred and Seventy Six Pagodas for money paid by the Replyant afore hand this Contradiction appears plain and also Demonstrates that the Replyant afore hand this Contradiction appears plain and also Demonstrates that the Replyant is at a Loss to Glose over his Omitting to give this Defendant Credit for the said Five hundred and Seventy Six Pagodas in the Account Current Annexed to his Bill of Complaint and Bringing his Action in the Unjust Manner he has done being Conscious that the defendant was to Receive the said Five hundred and Seventy Six Pagodas out of the Rents and Profits &c that the said Receipt was only granted on that Account and on Account of its being Included in the said Bond The Replyant further in his Replication Saith as follows this Account was to be applied toward the Discharging of the said Bond of Two thousand and four hundred Pag.s as before Mentioned Which with Submission is in the first place entirely Admitting that the whole Amount of the said Bond was due from the Replyant to this Defendant and that He did not pay the said Five hundred and Seventy Six Pagodas or any part of the said Bond to this Defendant and in the Second place that He has no Right to Charge Interest on the Money which this Defendant received in Discharge thereof for the Moment this Defendant received the same it was his own Property and not the Property of the Replyant therefore if this Defendant was to pay Interest for it He would be paying Interest

for

for his own Money And this Defendant further saith that notwithstanding the Replyant has Unjustly Set forth that he had no Intentions of filing a Bill Against this Defendant had He Amicably Settled the Accounts with the Replyant and that at last He would come to no better terms than to Admit of this Account Current Answer He this Defendant was ready and willing to have Settled Accounts in a proper Manner and never and willing to have Settled Accounts in a proper Manner and never Refused so to do but not in the Unjust Manner in which the Replyant Insisted upon the same to be Settled which was nearly according to the Account Current Annexed to his Bill of Complaint Which is all Wrong Unjust and Unfair Way of Stating the Accounts depending between them even by his own Confession in his Replication And this Defendant was so desirous of Settling the said Accounts without applying to this Honble Court that He Offered to Submit the said Matters in dispute to Arbitration and for that purpose He desired Mr. Bromley to Speak to the Replyant as well as his Attorney Mr. Hathaway to whom this Defendant Wrote for that very purpose which the Replyant Refused to Comply with but which with Submission He ought to have Complyd with Instead of Filing a Bill of Complaint against this Defendant in this Honble Court which this Defendant hopes will be Sufficient also to Convince this Honble Court of the Unjustness of the Replyants Assertions and of his Ill treatment of this Defendant for the Assistance and Services that He rendered Him during his Absence from India — All which Matters and things this Defendant is Ready and willing to Verify Maintain & Prove in such Manner and form as this Honble Court shall direct and humbly prays as in and by his Answer He has already prayed —

John Sykes
Attorney for the Defendant

And this Defendants Submits to this Honble Court whether under the above Circumstances He could have Acted More for the Replyants Interest than He did And this Defendant further saith that the sixteenth of the Bill Drawn by the said Mr Jonh Parley on the Replyant for Two hundred Pagodas now in this Defendants Custody and Ready to be produced to this Honble Court when required will Intirely Confute what the Replyant has in his said Replication Asserted relative thereto and he still Insists that he has not Yet received the Amount of the said Bill And this Defendant further Saith that it is Strange the Replyant should so much Contradict his own Assertions in his said Replication for in the first Part thereof He Saith that the Rent of the said House was to be received in Discharge of the said three Sums of One thousand four hundred and four Pagodas four hundred and Seventy Pagodas and Five hundred and Seventy Six Pag.s and afterwards He Says that He has a Right to Charge Compound Interest on the said Five hundred and Seventy Six Pagodas for money paid by the Replyant afore hand this Contradiction appears plain and also Demonstrates that the Replyant afore hand this Contradiction appears plain and also Demonstrates that the Replyant is at a Loss to Glose over his Omitting to give this Defendant Credit for the said Five hundred and Seventy Six Pagodas in the Account Current Annexed to his Bill of Complaint and Bringing his Action in the Unjust Manner he has done being Conscious that the defendant was to Receive the said Five hundred and Seventy Six Pagodas out of the Rents and Profits So that the said Receipt was only granted on that Account and on Account of its being Included in the said Bond The Replyant further in his Replication Saith as follows this Account was to be applied toward the Discharging of the said Bond of Two thousand and four hundred Pag.s as before Mentioned Which with Submission is in the first place entirely Admitting that the whole Amount of the said Bond was due from the Replyant to this Defendant and that He did not pay the said Five hundred and Seventy Six Pagodas or any part of the said Bond to this Defendant and in the Second place that He has no Right to Charge Interest on the Money which this Defendant received in Discharge thereof for the Moment this Defendant received the same it was his own Property and not the property of the Replyant therefore if this Defendant was to pay Interest for it He would be paying Interest for

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John Sykes
Attorney for the Defend

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein Ralph Taylor is Compl=ainant and John Debonaire is Defendant.—

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

To Edward Crooke 2 ..... Did You or did You not at any time Rent a House in the Whit Town If Yea in what Year or Month whose House was it, and from whom did You Rent it, and what Rent did You paid for the said House, and to whom did You pay the said Rent, and what time did You live in the same House and how came You to leave the said House, on what Account to the best of Your Memory particularly and truely declare Did You or did You not ever apply to any Person or Persons whilst You lived in the said House to Repair the said House If Yea, to whom and what Persons and what Answer did You receive fully and truely declare did You not make any Repairs Yourself If Yea what Repairs did You Make to the best of Your knowledge and believe fully and particularly Relate Do you or do You not know of any other Person or Persons wanting to Rent the same House or lodge their Goods in it Yea did or did not they live in the said House or lodge their Goods in it If not for what Reason and on what Account, the Whole You know of this Transaction fully and particularly declare.—

To Valentine Taylor 3 ..... Did or did not any Person or persons ever make any Complaint to You Regarding the Misconduct of a House If Yea, what Complaint and what House and upon who was this Complaint made, when and where was such Complaint made what Year, what Month and what day particularly declare Do You or do You not know any thing Regarding any Power of Attorney, If Yea what Power of Attorney, by whom was it made Signed or Attested and in whose Name and

by whom was it made Signed or Attested and in whose Name and to who was it made, and what was the purport of the same, and in what what Month and what day and what became of the said Power Attorney and what was the whole Reason and Intentions of s was their or was their not any Extrodinary particulars men in the said Power of Attorney If Yea, set forth to the best of Knowledge particularly and truly declare Do you know or d You not know If any Letter or Answer was sent or made to th said Power of Attorney If Yea truly declare Do You know or You not know of any Bills of Exchange being protested for No Acceptance did You or did You not go any time with any pers or Persons to the House of a certain Person or Persons to enquire for any L or Letters If Yea with whom did You go and to whose House did You what Year what Month and what day, did You or did You not receive any Answer If Yea what Answer particularly declare was the or was their not any Discours passed at that time If Yea what was purport or Subject of such their Discourse the whole You Know touch this Transaction fully and particularly Declare.—

To all the Witnesses ..... Do You know of any other Matter or Thing or have you hea or can You set forth any thing touching the Matters in Question in this Ca that may tend to the Benefit or Advantage of the Complainant If Yea Declare the same as fully as If You had been thereunto particularly Int

James Rathaway
Attorney for the Complainan

Mayors Court at Madraspatnam

Between Ralph Taylor Complaina and John Debonaire Defendant.—

Depositions of Witnesses taken in this Cause by and before Exam.r in this Court as followeth.—

Edward Crooke of Fort Saint George Merchant Aged 76 Years or thereab being produced as a Witness in this Cause on the part of the Complainant was on th 22d day of May 1767 sworn at the Office of Mr. John Sykes Att.r for the Defendant by Canacaph who left a note of the Name Title and Place of a of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth.—

1 ..... To the first Interrogatories this Deponent saith he has no knowledge

of the Complainant but has known the Defendant 4 Years or thereabouts.—
2 To the second Interrogatory this Deponent saith he did Rent of Mr Jonth Debonaire a House in the white Town belonging to Mr Ralph Taylor the Complainant in this Cause and lived therein for about the Space of Five Months, at the end of which time he found by the setting in of the Monsoon that the Terrace of the said House was very leaky he therefore Applied to Mr Debonaire to make the Necessary repairs but that Gentleman answered he could not undertake to bestow any on it having no Orders for the same from the Owner This Deponent was therefore under the necessity of quitting the said House, after making some trifling repairs himself which stood him in between four and five Pagodas— That for the time he staid in the House, his Servant discharged Mr Debonaire's Bills for the Rent thereof amounting to One Hundred and forty five Pagodas thirty five fanams as his the said Deponents Books will prove— That some Goods were put in the Godowns of the said House while he lived therein but by whom he cannot set forth— nor whether Application was made by any one to rent the House either before or after his residence in it And more this Deponent saith not to this or to the last Interrogatory

Henry Crawford Examiner

Edw. Croke

Mayors Court at Madrasapatinam

Between Ralph Taylor Complainant and John Debonaire Defendant

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

Valentine Taylor Mariner aged 34 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 5th May 1767 sworn at the Office of Mr John Sykes Attorney for the Defendant by Consocapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth—

1 To the first Interrogatory this Deponent saith he has known the Complainant his Brother from his Youth and the Defendant four Months or thereabouts
3 To the third Interrogatory this Deponent saith He was informed when in England

England by one John Line who formerly resided here in quality of Company Carpenter, that the Complainants House at this Place was much Neglected by the Defendant, on which Account it would be greatly impaired and moreover the said Defendant had thoughts of selling the House to pay himself his Brother the Complainant being in his Debt— This Deponent saith he remembers to have seen a Power of Attorney in his Brothers Possession in England, signed by the Lord Mayor of London, and Attested by the Notary Publick, empowering John Debonaire, John Spratt, and Thomas Pelling at Madras in the East Indies to act for his said Brother the Complainant for the term of three seven or ten Years, and that the said Power was sent out to India, but he cannot now recollect the other part of the Contents or tenor of the said Power of Attorney— That shortly after his Brothers arrival in England he received two letters from the Defendant, one of which informed him that the said Defendant had appointed proper Persons to take care of the house, and to keep it in Repair, but not any Answer was returned in either to the Power of Attorney sent to them— That he does not know of any Bills of Exchange being protested— that he often went with his Brother, and some times without him, in the City to enquire of one Mr Muilman for letters to his Brother from Mr Debonaire but they never could hear of any that this Deponents Brother acquainted the said Mr Muilman that Mr Debonaire was his Attorney at Madras and produced a Copy of the Power he had sent to him: to which the said Mr Muilman replied that he had no concern or Correspondence with the Defendant at that time— This Deponent and his Brother went also to a Relation of the Defendants to make enquiry for letters, but met with no Success there neither more this Deponent deposeth not this or to the last Interrogatory

Henry Crawford Examiner

Valt Taylor

576 Pagodas

Received of Mr. Ralph Taylor five hundred and Seventy Six Pagodas, being the Amount of three Years Intrest on a Sum of two Thous and four hundred Pagodas advanced him this day on the Leave of a house to John Parley Situated in York Street Fort St. George at the Rate of light Per Cent P Annum

Fort St George 6th April 1762

(Signed) John Debonaire

Received April 6th 1762 of Mr. Ralph Taylor a Lease of a House in York Street Fort St George made between said Mr. Ralph Taylor and John Parley Tenant thereof for the Sum of light Hundred Pagodas P Annum dated first day January One thousand seven hundred and Sixty two for which Lease I remain Accountable as Witness my hand

John Debonaire

Mr. Ralph Taylor

Madras 31st October 1762

Sir

I hope this will find You safe arrivd in good health in England with Your friends

I thought Proper to acquaint You that when I applied to Mr. Parley for the Rent of Your House for the Month of April that he should bring Your Receipt for that Month which You had received of him to which I could say nothing further, he also produced me Your Accounts Current wherein it appears You had twice charged him for 3 Months Rent as it must be a great mistake on your side I consented to take Mr. Parleys Bill on You for those three Months Overcharged being two Hundred Pag

Mr

Mr. Parley has given Mr. Lyne who is now going home the Copys of Your Account with him which I doubt not will Satisfye You relating to the Mistake

I have desired Mr. Parley to take care that the House be kept in good Repair and have sent People to examine into it.

I shall be glad to hear from You and any Services I can do You in this Part of the world I shall be glad of Your Commands without any compliment

Mr. Pigot and Dupre were going home by this Ship the Fox but have deferrd it until next Year Mrs. Andrews and Mrs. Lewin Smith have taken their Passage on board her with Mrs. Debonaire Compliments to You I remain

Sir

Your Most Obedient Servt

John Debonaire

I hope You will honour my Draft for my Indorsement in case You should not pay it to Mr. Parleys Account & You may redraw on me the same and send me the Bill to recover of Mr. Parley, Incase You should not owe him that Money

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the Part and behalf of the Defendant in a certain Cause in the Honble the Mayors Court wherein Ralph Taylor is Complainant and John Debonaire is Defendant

To all the Witnesses

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

To Mr. Thomas Pilling

2d ..... Did or did not You and the Defendant or either and Which of You at any time in or about the Year of our Lord One thousand and

and Sixty four Write a Letter to the Complainant regarding his House at Madras or any of the Complainants other Affairs If Yea what was the purport of the said Letter? Is or is not the paper Writing now produced and shewn to You at this the time of Your Examination a true Copy of the said Letter Or doth it or doth it not in any and what particulars differ there from? Was or was not the said Letter sent to or for the Complainant If Yea by what Conveyance was the same so sent? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief fully and particularly Declare

To Chettapah Conicopoly } 3. Was You or was You not at any time Employed by the Defendant to look after or take Care of the Complainants House or any of the Complainants Affairs If Yea when and how long was You so Employd and how much p Month did the Defendant give You for such Your care and Attendance about the Complainants said Affairs? Did or did not the Defendant no or about the thirtieth Day of September and the Thirtieth day of November in the Year of our Lord One thousand Seven hundred and Sixty five pay you any Sum or Sums of Money for such Your Care and Trouble about the Complainants said affairs If Yea how much did he so pay you at both or either of the said times and for how much time or what Months? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief fully and particularly Declare

To Mr Charles Bromley } 4. Did or did not the Defendant at any time since the Complainants Arrival at Madras from Europe desire You to speak to the Complainant about referring some Matters in Dispute between the Complainant and Defendant to Arbitration, If Yea Did You or did You not request the Complainant to Submit the said Disputes to Arbitration, If You what Answer did He give you thereto or what did He Say relative to the said Matters? The whole of these Matters according to the best of Your knowlege Remembrance and belief fully and particularly Declare

To all the Witnesses } 5. Do You know of any other Matter or thing or have you heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendant If Yea Declare the same as You know have been Informed or do belive together with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

John Sykes
Attorney for the Defendant

Mr Ralph Taylor

Sir

We Received Your Letter of 4th May 1763 Inclosing us a joint Power of Attorney for the disposal of Your house at the Expiration of Mr John Parleys Lease Expiring November first 1764 by renewing the Lease to him or any other person for 3 or 10 Years to which we Shall Comply Mr John Parley died in May last his Widow has Let the remainder of the Lease to Mr Wordie

We must Inform You that the house will require a Thorough repair before any new tenant will take it in a Lease it has been unfinishd from the begining Mr Parley did Lay out some money on it to Support & repair a part which was extreamly Weck but it has never ban Chenamd which detriments it greatly for want of this necessary Expence

You had given Mr Debonaire orders to dispose of the House at the end of the Lease and to pay of the Mortgage to the Church which we think would have suited your Conveniency better since some Money must be advanced for Repairing it

We must Acquaint You that the Church called upon us for this Mortgage Money of 2000 Pagodas We have ben obliged to take up Your Lend at 7 p Cent p Annum and to Make a fresh Mortgage from to the said Church at 8 p Cent p Annum as they will not Lend any Money at present under that promium at the Expiration of the Lease

Lease we will act the best for Interest either to Sell or Let the same
Mr Debonaire acquainted You that the rent he receives for
the time Mr Parley began to pay him Rent does not amount to the
2400 Pagodas You engaged to pay it falling short Six Months as he
began to receive from the Month of May 1762 There will be of
Course 400 Pagodas due to him on the house at the Expiration of
the Lease — This is what occurse at present
We remain Sir
Your Most Obedient Servant
J. D.
Thomas Pelling

Madras
13 July 1764 —

Mayors Court at
Madras Patnam

Between Ralph Taylor Complainant
and John Debonaire Defendant

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

Thomas Pelling of Madras Merchant Aged 43 Years or
thereabouts being produced as a Witness in this Cause on the part
of the Defendant was on the 29th April 1767 shewn at the Office
of Mrs James Hathaway, Attorney for the Complainant by Conacapah
who left a note of the name Title and Place of abode of the said
Deponent and afterwards on the same day being Sworn and
Examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith He has known the
Complainant 10 Years, and the Defendant 6 Years or thereabouts —

2 ..... To the second Interrogatory this Deponent saith, That He and
the Defendant John Debonaire, being empowered by Ralph Taylor
the Complainant to Act as his Attornies at Madras, the said
Defendant did on the 13th July 1764 write a Letter to the Complainant
in relation to his House and Affairs in India which said
Letter

Letter was an exact Copy of that now produced and shewn to him not
deviating in the least from it to best of his recollection — That the ori
Letter being sent to this Deponent for his perusal and approbation
he took a Copy of the same which he now produces and having sign
as one of the Attornies returned it to John Debonaire who this Depon
imagens forwarded the same to England by the Duke of Albany in
October 1764 — That the said John Debonaire being the acting
attorney he did not after this Transaction communicate to
this Deponent any thing Material regarding the last Interrog

Thos Pelling

Henry Crawford
Examiner

Mayors Court at
Madras Patnam

Between Ralph Taylor Complai
and John Debonaire Defendant

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

Chettapah of Madras Lonicoply Aged 20 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant was on
the 30th day of April 1767 shewn at the Office of James Hathaway Attorn
for the Complainant, by Conapah who left a note of the Name Title and Place
of abode of the said Deponent and afterwards on the same day being Sworn
and Examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith he has no knowledge of the
Complainant, but has known the Defendant 2 Years or thereabouts —

3d
3 ..... To the third Interrogatory this Deponent saith, he was Employed by the
Defendant to take care of the Complainants House, but not any of his other
Affairs, That he took charge thereof in the Month of February in the
Year One Thousand seven Hundred and Sixty five, and remained 20 Month
a employed — The Defendant allowed him two Pagodas p Month for his
Wages and care of the House, and did give him six Pagodas on the last
day of September, and again six Pagodas more on the last day of Novemb

in

in the Year 1765 on Account of his Wages due for three Months at each Payment — more this Deponent deposeth not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Ralph Taylor Complainant and John Debonaire Defendant

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

Charles Bromley one of the Attorneys of the Hon^ble the Mayors Court aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of Defendant was on the 11th May 1767 sworn at the Office of Mr James Hathaway Attorney for the Complainant by Consent & the Book kissed after the manner of the Gentiles & the Custom of this Court & the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth —

1st To the first Interrogatory this Deponent saith he has known the Complainant 8 Months and the Defendant 4 Years or thereabouts

4th To the fourth Interrogatory this Deponent saith he remembers the Defendants Acquainting him that the Complainant by Means of his Attorney James Hathaway did make a demand for the Ballance of an Account Current but to what amount this Deponent cannot particularly set forth the Defendant making some Objection to the Account current he (this Deponent) told the said Defendant he would send for the Complainant and endeavor to get him to refer the Account to Arbitration which Mr Debonaire agreed to upon this (whether the same day or what other time this Deponent cannot particularly declare) he sent for the Complainant and told him Mr Debonaire had some Objection to his Account and therefore desired he would produce the Vouchers for the several Sums which composed the said Account Current — The Complainant replied that he had left the whole of this Matter in the hands of Mr James Hathaway who was his Attorney this Deponent then told the Complainant that the Step he had taken was certainly injudicious, and that if he would give him leave, he could advise him how to act; to this he consented — and this Deponent told him to refer his Account to the Examination of a third Person in the nature of an Arbitrament, and that he would endeavor to get Mr Debonaire to do the same; — the Complainant agreed to this, and the first Opportunity this Deponent had he waited on Mr Debonaire and related to him the Conversation between the Complainant & him — Mr Debonaire was satisfied and assented to an Arbitrament some time after this, but how long this deponent cannot say the Defendant Acquainted him that the Complainant threatned to put him into Court on Account of this dispute this Deponent went for the Complainant and asked him what he could Mean by this kind of behaviour, and desired to know his reasons for not settling this dispute in the Manner first proposed; the Complainant answered that he had endeavored to settle with the Defendant, for which purpose he continued to employ Mr James Hathaway and it proved ineffectual — This Deponent then told the Complainant that if it was possible to settle their Accounts by an Arbitrament he had better do it than by a Prosecution in the Hon^ble the Mayors Court, as he supposed the Complainant might be in want of Cash, and admitting his Accounts to be just, the ballance thereof would be sooner paid than by a Prosecution in a Court of Justice and appear more to his Credit than an Idle Litigation — more this Deponent saith not to this or to the last Interrogatory —

Henry Crawford
Examiner

Chas Bromley

Know all Men by these presents that I Ralph Taylor of Madras Inhabitant for and in Consideration of the Sum of Two thousand four hundred Pagodas to Me in hand paid by Mr. John Debonaire of Madras Marchant the Receipt whereof I do hereby acknowledge, have Mortgaged Assigned and made over unto the said Mr. John Debonaire all that Messuage or Tenement situated in York Street now in the Tenour and Occupation of John Parley of Madras Victualler, to have and to hold the same with all the Appurtenances thereunto belonging unto him the said Mr. John Debonaire his Heirs and Assigns for Ever. And Whereas the said Messuage or Tenement is let unto the said Johns Parley for the space and Term of three Years from this first day of November at the Yearly and Annual Rent of Eight Hundred Pagodas Now be it Known unto all Men by these Presents that I the said Ralph Taylor do moreover Agree to and with the said Mr. John Debonaire that it shall and may be lawfull for him the said Mr. John Debonaire to receive the said Annual Rent of and from him the said John Parley towards the payment of the aforesaid Sum of Two thousand four hundred Pagodas as also whatever Rent may be due for the said Premisses untill the aforesaid Sum of Two thousand four hundred Pagodas with the Interest thereon is fully discharged. He the said Mr. John Debonaire Playing out of the said Rent the Annual Sum of One hundred and forty Pagodas unto the Church of St. Marys of Fort Saint George and in Case the said John Parley should die or should be unwilling to renew the Lease of the said House at the Expiration of the said Term of three Years from date of these Presents that then and in such Case it shall and may be lawfull to and for the said Mr. John Debonaire to sell and dispose of the said Premisses and out of the Produce thereof to pay to the said Church of Saint Marys the Sum of Two thousand Pagodas with such Interest as may be due thereon being the Amount for which the said Premisses are Mortgaged to the Church and out of the Remainder to pay himself whatever Sum or Sums may be due to him on Account of the said Sum of Two thousand four hundred Pagodas. Received by Me aforesaid and the Remainder to Remit to Me or My Assigns Provided Nevertheless that if the said Ralph Taylor his Heirs or Assigns shall well and truely pay or Cause to be paid unto the said Mr. John Debonaire the said Sum of Two thousand four hundred Pagodas with such Interest as may be due thereon untill full Payment is made then this Obligation to be Void and of no Effect or else to Remain in full force and Virtues In Witness whereof I have hereunto set my Hand Seal this 1 day of November Anno Domini 1761

Ralph Taylor (L.S.)

Mortgagor

J. M. Stone

Franc. Slaney

To all to whom these presents shall come William Beckford Esqr. Lord Mayor of the City of London Do hereby Certify that on the day of the date hereof personally came and appeared before Me John Staples the Deponent named in the affidavit hereunto annexed being a person well known and worthy of good credit and by Solemn oath which the said Deponent then took before me upon the Holy Evangelists of Almighty God Did solemnly and sincerly declare testify and depose to be true the several Matters and things mentioned and Contained in his said annexed affidavit

In faith and Testimony whereof I the said Lord Mayor have caused

caused the Seal of the Office of Mayoralty of the said L
Lond to be hereunto put and affixed and the Letter of A
mentioned and referred to in and by the said Affidavit
hereunto also annexed Dated in London the Fifteen
Day of April in the Year of our Lord 1763

Hodges

John Staples of the Royal Exchange in London
Publick Notary Maketh Oath That he was present and
did see Ralph Taylor late of Madras in East Indies now
of London Esquire Sign Seal and as his own Act and
Deed duly Execute and deliver a certain Paper Writing
hereto annexed being or purporting to be a Letter of Attorney
from him the said Ralph Taylor to John
Debonaire Thomas Pelling and John Sprake Esquires
all of Fort Saint George in the East Indies therein named
for the purposes therein mentioned To which Paper
Writing this Deponent did set and subscribe his Name
as a Witness to the Execution thereof in presence of
William Walsh the other Witness who hath subscribed
his Name thereto in presence of this Deponent

Jno Staples

Sworn this 15 Day of
April 1763 before

Will. Beckford
Mayor

Know all Men by these Presents That I Ralph Taylor
late of Madras in the East Indies now of London Esquire Have made ordained
and Constituted and by these Presents Do make Ordain and Constitute John
Debonaire, Thomas Pelling Esquires and Doctor John Sprat all of Fort
Saint George in the East Indies jointly or Severally my true and lawful
Attornies or Attorney for Me in my Name to My Use and on my Behalf
half to demise Lease or Let unto any Person or Persons whatsoever
a Messuage or Messuages Tenament or Tenements belonging to me Scituate
in York Street in the Town of Fort Saint George aforesaid for Three
or Ten Years from the day of the Date of any Lease or Leases to be granted
thereof and to Subscribe my Name and affix my Seal to any Lease or Leases
to be made of the said Messuages or Messuage Tenements or Tenament and
the same to Deliver as my Act and Deed Provided that in such Lease
the Rent Reserved payable to me my Executors Administrators or Assigns
shall be the Sum of Eight Hundred Pagodas of Annuum with all
usual Clauses and Covenants between Land Lord and Tenant And also
to ask Demand sue for and by all Lawfull Ways and Means whatsoever
Recover and receive of and from all and every Person and Persons whatsoever
in the East Indies now indebted or to be indebted to me or between whom
and Me there is or shall be any Manner of Dealings or Transactions
whatsoever or any way Interested or Concerned All such Sum and
Sums of Money Merchandize Goods Effects and Substance of what Nature
or Kind so ever as shall appear or be found to be due owing payable or
belonging to me whether by Bond Bill Note Booke Debt for Rent
by Account Consignment Promise Agreement or by what other Reason or
Means whatsoever Nothing Except or Reserved And to call to Account
and Account with all and every such person and Persons as aforesaid and
State inspect adjust and Settle all Accounts Depending or to Depend
between me and them or any of them and the Ballance thereof to Receive
And on Receipt or Recovery of such Sums or Sums of Money Goods Merchandize
Goods

Goods Effects Substance or Ballance or any part thereof to perfect and give full and Sufficient Receipts Acquittances and Discharges for the same in due form of Law But in Case any Person or Persons whatsoever shall Refuse or Delay to Render Just and true Accounts Delivery payment and Satisfaction in the Premisses I do hereby Authorize and empower my said Attorneys jointly or Severally to compel the Person or Persons Refuseing or Delaying thereto by all Lawfull Ways and Means whatsoever and to that End to commence Defend any Suit or Suits at Law or in Equity and to appear before all or any Lords Judges or Justices whatsoever in all or any Court or Courts whatsoever The to Answer Defend and Replay in all Matters and Causes touching or Concerning the Premisses to do say, Pursue, seize Arrest attach Distrain, Enter, eject, imprison and Condemn and out of Prison again to Deliver and if need be to substitute and Deputie one or more Attorney or Attorneys under them or Either of them in the Premisses with the Like Power here given as more Limitted and the Same again to Revoke and Generally to do and execute or cause to be done and Executed All and whatsoever which in about or Concerning the Premisses shall be Requisite and Necessary as fully amply and Effectually to all Intents Constructions and Purpose as I the said Ralph Taylor might or Could do if personally present all which I do hereby and will allow Ratify and Confirm In Witness whereof I have hire to set my Hand and Seal at London aforesaid this fourteenth Day of April in the year of our Lord One thousand Seven hundred and Sixty three

Sealed and Delivered (being first duly Stamped in Presence) of us

Jno Staples
Pub. Not.s 1763

Ralph Taylor (L.S.)

Gentlemen

I herewith send you a Proper Power of Atto or Severally to act in my Name, and for me, being on Stamp paper, &c being very sad. By The Right Honble William Beckford Lord Mayor of London, thinking it proper and that if either should be from Madras, or in case of death, the other or other to Oppoint accordingly and that you May make remetances to me by the safest hands or bills as soon as possable, the Power of Attorney gave you Liberty, when Mr John Parkers Lease is out, which will be on Novr 1st 1764 to renew the same for three, seven or ten Years Charge, on that to accounted for, as usual

I Have the Honr to be Gentlemen
Your Most Obt Servt

James Street
Hay market
May 11th 1763

Ralph Taylor

To
John Debonnaire, Thomas Pelling, John Spratt, Esqrs

Sir

I have look over yr power of Attorney & find that I Cannot even Let Mr Ralph Taylors house for Less than 800 pagods p Annum on a Lease of 3 7 or 10 Years But I find Impowerd by yr Mortgage bond he Assigns to Me of yr house at ye Expiration of Mr parkers Lease yr first November 1764 Provided the sum of 2400 Pagr is not fully paid un less Mr Ralph Taylor or Taylor or his Assigns Shall pay the Debt due which Stands thus

The

Goods Effects Substance or Ballance or any part thereof to perfect and give full and Sufficient Receipts Acquittances and Discharges for the same in due form of Law But in Case any Person or Persons whatsoever shall Refuse or Delay to render Just and true Accounts Delivery payment and Satisfaction in the Premisses I do hereby Authorize and empower my said Attorneys jointly or Severally to compel the Person or Persons Refuseing or Delaying thereto by all Lawfull Ways and Means whatsoever and to that End to commence Defend any Suit or Suits at Law or in Equity and to appear before all or any Lords Judges or Justices whatsoever in all or any Court or Courts whatsoever The to Answer Defend and Reply in all Matters and Causes touching or Concerning the Premisses to do say, Pursue seize Arrest attach Distrain Enter eject imprison and Condemn and out of Prison again to Deliver And if need be to substitute and Deputie one or more Attorney or Attornies under them or Either of them in the Premisses with the Like Power here given or more Limitted and the Same again to Revoke And Generally to do and execute or cause to be done and Executed All and whatsoever which in about or Concerning the Premisses shall be Requisite and Necessary as fully amply and Effectually to all Intents Construction and Purpose as I the said Ralph Taylor might or Could do if personally present all which I do hereby and will allow Ratify and Confirm In Witness whereof I have hire to set my Hand and Seal at London aforesaid this fourteenth Day of April in the year of our Lord One thousand Seven hundred and Sixty three

Sealed and Delivered (being first duly Stamped in Presence of us) Jno Staples Pub. Not.s 1763

Ralph Taylor (L.S.)

Gentlemen

I herewith send you a Proper Power of Atto or Severally to act in my Name and for me being on Stamps paper &c being Very full By The Right Honble William Beckford Lord Mayor of London thinking it proper and that if either should be from Madras or in case of death the other or other to Oppoint accordingly and that you May make remitances to me by the safest hands or bills as soon as possable The Power of Attorney gave you Liberty when Mr John Parkers Lease is out which will be on Novr 1st 1764 to renew the same for three seven or ten Years Charges on that to accounted for as usal

I Have the Honr to be Gentlemen
Your Most Obt Servant
Ralph Taylor

James Street
Hay market
May 4th 1763

To John Debonnaire Thomas Pelling John Spratt Esqr

Sir

I have look over yr power of Attorney & find that We Cannot even Let Mr Ralph Taylors house for Less than 800 pagodas pr Annum on a Lease of 3. 7. or 10 Years But I find Impowerd by yr Mortgage bond he Assigned to Me of yr house at the Expiration of Mr parkers Lease yr first November 1764 Provided the sum of 2400 Pags is not fully paid un less Mr Ralph Taylor or Taylor or his Assings Shall pay the Debts due which Stands thus

The

574

Goods Effects Sub.t
full and Sr &c
for

The sum Lent being ..... 2400.. ..
Received from April 1762 to 8bre 1764 30 Months
Rent @ 66. 28/ Month ..... 2000.. ..

Remains due to me ..... 400.. ..
Ground Rent paid ..... 8.36.
Pagodas 408.36

Which is owing me from y.e Estate

The Case is now Whether Mr. Taylors Attorneys will consent to Let y.e house one y.e best terms Rent to be paid me untill such time as I am Reimbursed or Whether I am not Impowered to Sell y.e house on non payment

I have send you y.e Powers of Attorney & Letter of Mr. Ralph Taylors which leave to your consideration as time is not now to be lost & some Answer to be give to Mr. Wordie to Whom it my Opinion We Should grant a Leave for the time Sufficient to pay me Which will be 8 Months @ 50 pag.s p Month other wise I shall take upon me to put house up to Sale

I am Sir

Madras 2 November 1764

Your Most Obd.t Serv.t
Segrid J Debonaire

a Copy — to Mr. pelling

I think to the but of my Remembrance the above Letter to be a true Copy from the Original — Attested by Thos Pelling

Sir

I have perused Mr. Ralph Taylors Power of Attorney and find that We are strictly bound to the Letting out of this House for 800 pag.s p Annum upon a Leave of Three, Seven or Ten years

fines of

[illegible] y.e money hether to it will be nece[ssary]
[illegible] a paper upon the Gates acquainting the Publick
a House is to be let is inserting the Condetions as exprest
the Power of Attorney, and to apply to you to settle the Term

I cannot as you are pleased to Observe consent to let the House for 50 pag.s p Month to Mr. Wordie untel your Debts discharged, Unless You give me an Indemnification for any Claim Mr. Ralph Taylor or his Assigns may have on me hereafter for Acting contrary to the Power he has Invested upon Me though it my Opinion that 50 pag.s p Month is Money full sufficien for the Rent of such a House in the present times

Having no Effects of Mr. Ralph Taylors in my Hands it not in my Power to discharge his Debt to you

Mr. Ralph Taylor not having invested his Attorneys with any Power to dispose of his House, I cannot agree to sell it without an Order from the Mayors Court of this place

I return Mr. Ralph Taylors Power of Attorney and Letter and leave the rest to your Concidaration, being

Sir

Your very Obdt. humd Servt
Thos Pelling

John Debonaire Esqr.

Sir

My Intentions and Expectations for India by Capt. Birdet and even to the last Ship, I hope will plead my excuse and has been the reason of My silance, but of great detrement to me, together with the many losses sustained will be some time before I shall be able to make up — the loss My father has with he not being paid What is due to him at the Death of

this

Goods Effects Sinc[e]s the Prince of wales, neither has my father
full a[n]d Majesty received that which was promised as being
ing this Bricklayer, tho Many Petitions have been delivered for that
purpose that and a large famley having been the Means of
My returning To India, not any ways Extravagant can there
be laid to My charge, and am on Settling my Affairs and
hope to be at Madras soon as possable. I believe with Capt Butler
I hope you rec[d] the Power of Attorney Jointly or severally
with Mess[rs] Thomas Pelton and John Sprat with a letter Dated May
11th 1763 as likewise one to you Dated 16. being informed D. Sprat is at
Manilla have not wrote him but if at Madras pray tender My best
Compt[s] to him and Mr. Pelton— should any ships sail sail before that
I take My Passage on, shall write in full to them and you resting will
contented With Regard to your care of the Estate well knowing your
kindness on that head— Which I am favoured by the conclusion of yours
to me dated— Oct 31st 1762 Strengthed by the Duplicate May 31st
1763— wherin you Mention you hand on me Drawn 2 Draught
if so, it never came to my sight you likewise say there was some
mistake whist if so— Shall with pleasure be settled on My Arrival
I have rec[d] some letters from Mr. John Cazley, I must say I am
at a Loss to understand I have wrote him, and I hope to be on the spot soon
things will be to each party I hope Agreable Beg to inform you there is
nothing due to the Church bells Oct[r] Next having Settled with
you for the three years of the Lease now out

Yesterday I had the pleasure to here from John
Dewal Esq[r] that they had two letters by the Ship Dalkeith now at
Kingsaid wherein I have the pleasure to here you and Mr[s]
Debonnaire Were in good health as I have the pleasure to inform
you Mr. and Mr[s] Wynch are at present Now give me leberty

That you may depend if any thing in
I[n]s[t]anc[e]s in my power should they send any thing
care, shall, no person be more happy on the deliver there of

I am
Sir
Your Most Obed[t] Hble Servant
Ralph Taylor

London
Dec[r] 14th 1764
To John Debonaire Esq[r]

For 200 Pagodas Madras 24th Sept. 1762

At Thirty days Sight pay this first of Exchange to order of
Mr. John Debonaire two hundred pagodas at nine Shillings
per pagoda Value in Account Which place as per Advice from
John Parsley To Mr. Ralph Taylor
In London

At Westminster
Pay the Contents to Mr. Jeffrey Jackson or Order Value in d[o].
John Debonaire

On the Fifth day of December 1765. at the Request of Mr.
Jeffrie Jackson of London Mariner.
William Judman Notary and Tabellion publick Dwelling in London
duly Admitted and Sworn Went with the Original Bill of Exchange
above Copied to the late Lodgings of Mr. Ralph Taylor to whom
the same is directed [at] Mr. Brown's in Dakers Street Broadway
Westminster there to demand and procure payment thereof the
time limited for payment of the said Bill whereto first presented
by my the said Notary being Expired Where having Exhibited
the said Bill to a Gentlewoman in the house and demanded payment
of the Contents She Answered that the said Ralph Taylor was
gone abroad and that she knew of no Orders for payment of the
said Bill Whereupon the said Notary at the Request

aforesaid

Goods Effects Sd do hereby Solemnly Protest against the Drawer
full & Bill and all others Concerned for all Charge Rechange
Costs Damages and Interest already Suffered and to be Suffered
for want of payment of the said Bill / —
Thus Done and Protested in London aforesaid in the presence
of Benjamin Hammatt and James Sharpe Witnesses / —

In Præmissorum fidem
Will. Tudman Notr. Pubc.

(L.S.)

(1763)

Mayors Court
Madraspatnam

Tuesday the 11th day of July
Anno Domini 1767.

Present

Anthony Sadlier Esquire Mayor
Peter Maxwell — Arthur Calthorpe
Edward Stracey — & John Holland
Aldermen

Mayor's Court

Between Ralph Taylor of Fort St. George Complainant and
George Tebuster Complainant and John
Debonaire also of the same place Merchant
Defendant

This Cause coming on to be heard and debated
this day in the Presence of the Attorneys on both sides on Reading
the Complainants Bill with an Account Current annexed The
Defendants Answer with an Account Current annexed The Replication
The Interrogatories and Depositions on the part of the Complainant
Three Exhibits on the part of the Complainant with a Letter
annexed

annexed Seven Exhibits on the part of the
Pleadings made use of by the Attornies and on a
thereon, Appearing to the Court that the
was Regularly executed and the Complainant not having
sufficient Cause for setting the same aside The Court are
Opinion that the same is Valid but as the defendant Acknowledges
to have Received the Sum of Five Hundred and Seventy six
Pagodas 576 — as Interest on the said Obligation for the space
of three Years from the date thereof This Court doth therefore
think fit to Order and Decree & doth Accordingly Order and
Decree that the defendant shall pay Interest on the several
Sums received by him during the said Term, and that at the
Expiration thereof the Ballance of their Accounts shall be struck
and the Usual Interest of eight p Cent p Annum shall be charged
by each Party till such time as all Accounts are adjusted and
that the Costs of Suit shall be paid by each Party so far as they
have prevailed in their Suit

By Court

Filed 16. Jan.y 1767
Read the 28th D.

To the Honorable the
Mayors Court at Madraspat

Humbly Complaining, sheweth unto this Honorable
Court Your Orator Christopher Machlin of Fort St. George Merchant That
Richard Tyson late of Saint Jame but at present of the Kingdom of Pe
Mariner stands justly and truly indebted to Your Orator in the Sum
of Eleven Thousand and Seventy Pagodas Twenty five fanams or make
Sterling Money of Great Britain after the rate of Eight Shillings
for every Pagoda four Thousand four Hundred and Sixty Eight
Pounds five Shillings and upwards / as will more fully appear

Goods Effects &c do hereby
grant hereunto annexed for the Inspection of this
full & Bill and all & which said Account Current arises from Sundry
Costs Damag
for want
To
of
Advancements made in Company with the said Richard Tyson to &
to the Kingdom of Pegue and from the Account Sales of Several Goods
Wares and Merchandizes and Several other Effects the property of your
Orator Transmetted by the said Richard Tyson to your Orator
as will more fully appear by the said Account Sales of which
a true Copy is hereunto annexed the Originals whereof are under
the hand of the said Richard Tyson And Whereas Your Orator
hath frequently and in Amicable manner requested & desired and
particular Account of your Orators Effects together with
the Payment forsuch of the said Goods Wares and Merchandizes
of Your Orator Consigned to the said Richard Tyson and by
him disposed of

Buknon saith and may it please this Honorable
Court the said Richard Tyson obstinately and Wilfully refuse to
give your Orator any manner of Satisfaction touching the premises
though Your Orator Expresely charge that the said Richard Tyson
hath Sold and disposed of part of your Orators Effects at Pegue
as appeare by the annexed Account Sales and in Return thereof
the said Richard Tyson hath received sundry Goods Wares and
Merchandizes the produce of Kingdom of Pegue and Else where
and appropriated the same to his own Use Your Orator further
charging that the said Richard Tyson being so in possession of
the Goods Wares and Merchandize and other Effects of Your
Orator hath frequently promised from time to time to Remit to
your Orator the Amount Sales of Your Orators said Goods
Wares and Merchandize and contradictory to the said promises
Your Orator charges were wavine and contradicto

with the time of the said Richard Tyson your
called the Snow Bonviage with a Cargoe to a
Consigned from the said Richard Tyson as his proxy
De Castro of this Place Merchant the Cargoe of wch
Snow is to be disposed of an Account of the said Richard Ty
be Soon to be sent back to the said Richard Tyson at Pegue
though the said Richard Tyson well knows that he stands
to your Orator not only for the Goods Wares and Merchandizes
property of Your Orator entrusted to his Charge but likewise
for moneys lent and advanced by your Orator to the said Richa
Tyson upon Respondentia upon the Snow Saint John Baptist
from Madras to Pegue & back which said Snow your Orator cha
arrived safe at Pegue and from thence was
the Kingdom of Bengall & there Sold and disposed of To the Inc
Therefore that the said Richard Tyson may upon his Corporal Oath
set forth a true and particular Account of all and singular the Good
Wares and Merchandizes the property of your Orator that have come
to his Hands possession or Knowledge by any means whatsoever to
gether with all and every other Concern in which your Orator and
the said Richard Tyson have been jointly or Severately Concerned
And that he the said Richard Tyson may a true and particular
Account render of all and every his Transaction in which Your
Orators Concerns have been entrusted to his Mangement when
and where and to whom Sold & to what amount and in what
Species or how disposed of and Whether he has not Converted
the same to his own Use and when and wher and in What Man
and Whether he has remitted to your Orator any part of his Concern
and if not why not or how other wise and Whether all or any part

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Goods Effects &c do the Bonnage in this part of Madras belongs
full & Ballr or if not why not and for what Reason Your Orator
Ought Dayd not Seize and Sequester the said Vessell & her Cargoe
& together with all and Sigular the Goods Chattles and Effects Rights
& Credits of the said Richard Tyson to make good unto your
Orator all and every the Damages Losses Misfortunes that your
Orator hath Sustained by meane of the said Richard Tyson
being indebted to your Orator in as much as your Orator is
entirely remediless as the said Richard Tyson is out of the
Jurisdiction of this Honorable Court and that he may true and perfect
Answer make to all Singular the matters and things herein before
Set forth and alledged and that he may be Decreed to pay unto your Orator
not only the Ballance of the Accounts by him remitted and in which
he hereunto annexed but like wise that he may be obliged in Case of
his return to this port of Madras to give a More true and particular
Account of his several dealings in which your Orator may have been any
ways concerned to gether with all Costs & Charges of this Suit Interests
Damages Cost & such other Relief as this Honorable Court shall seem
meet

May it please this Honorable Court to cause the said
Richard Tyson to be Summoned and required by the Sheriff of Fort St
George Town of Madras patnam and the Districts thereof personally to
be and apper before this Honorable Court at a certain Time and place
to be by this Honorable Court prefixed and appointed then and
there to stand to and abide by such Order and Decree therein as to
this Honorable Court shall seem meet

16th Janry 1767

This Bill was shewn
to me between the days of
Adjournment, Let a Summons issue
Anth Sadleir
Mayor

Chas Bromley Att. Compltt

Capt. Richard Tyson in Account with Mr Christopher Macklin &c.

Goods Effects &c do by the Fortune's cargoe at Rangoon the 15th Jan.y
full & Bill.s

Goods Ayer 1076
Tare 60 1016 @ 60 ₰ 100 Viss 609 6

Sugar Candy 702
Custome 91 611 @ 1¼ ₰ Viss 763 7 8

Empty Bottles 5243
Custome 527
Broke 816 3900 @ 15 ₰ 100 585

Chers 28500
Custome 2080
Broke 3545 22375 @ 8½ ₰ 100 1901 8 12

Cn Sroseevas 11735
Selfers Custome 1385 1035 @ 4 Ticals 4140
mo 1285
not wlay tem 151 1134 @ 2 11 2268
ie heeun 5 5 @ 9° d° 45
his return mo 14
mo 1 13 @ 20 d° 260
Lungeye 56
Custome 5 51 @ 5 d° 255
Moreen 5
Custom 1 4 @ 12 d° 48
Romalls 400
Custome 54 346 @ 9 d° 3114
Chints 100
Custome 16 84 @ 7 d° 588
Broad cloth 2620 Corsha
Custom 320 2300 @ 3 d° 6900
Carpethuances 10
Custome 17 8.420 @ 55 ₰ piece 4627 5
Velvet 66 Corsha
Custome 8 58 @ 1½ ₰ Pagoda 87
Looking Glasses 601
Custome 71 530 @ 6 Tical 2580
Pain Glasses 530
Custome 57
Broke 49 being 19 Viss @ 3.57
404 @ 1¼ 707 764

Carried Down 10268 2 4 1477 5

Broughton

Kidisals 566
Custome 81 485 @ 85 ₰ 100 412 3 8
23
Rose Water
Custome 3 20 @ 3 60
206
Cutlery 22
26 1580 35 ₰ 100 267

Accon
Cuttanmees
Custom
Limit 5 Months
Freight not D.

by Returns come from the Kings

Received Acco.s from the Kings
Goo.s
Powder
Brimston
Jameware
Durdies
Mounted Boxes
Long Pepper
Candles
Pistols 1 Pr
Small Brass Guns 9
Tea 2 Catties
Freight D.s Scarlet Cloth 15 Corsha
Latta Tensile 4 Parcels