25,00—4-5-32.

Block 7

Rack No.

Shelf, No.

Serial No. 20

General

time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide such Order and Decree as to this Honble Court shall Seem Meet

James Hathaway
Attorney for the Complainant

Dr Permatt Reddy in Account Current with Joaquim Joze de Mello Cr

			P	A					P	A	
1764	"	To My Village Rent	408	"	"	1764	"	By Cash Received	294	11	"
1765	"	To Ditto	458	"	"	1765	"	By Ditto	391	6	"
1766	"	To Ditto	286	"	"			By Ditto	262	10	"
		To Cash paid	2	10	"				948	11	"
								By Ballance due to Me	205	15	"
		Pally Patta Pagodas	1154	10	"			Pally Patta Pagodas	1154	10	

Fort St George 16th June 1767
Errors Excepted
ff Joaquim Joze De Mello

Mayor's Court at Madraspatnam } Tuesday the 28th day of July Anno Domini 1767

Present

L.S.

Anthony Sadlier Esquire Mayor
John Debonaire — Charles Smith
Edward Stracey — & Francis Jourdan
Aldermen

Mayor's Court

Between Joaquim Joze

of Madras Inhabitant Complainant
and Permaull Reddy of Polly Petta
Renter but at present residing at
Madrass Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill, but willfully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred and five Pally Patty Pagodas and fifteen Annas / Pagodas 205, 15 / to gether with such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

To the

To the Honble the Mayors Court at Madraspatnam

Read and filed
28th April 1767

Humbly Complaining Sheweth unto this Honble Court your Oratrix Soulave Parly late of Madras Widow by her Attorney John Sykes One of the Attornies of this Honble Court That Ralph Taylor of Fort St George Victualler stands Indebted unto Your Oratrix in the full & just Sum of Two hundred & forty three Pags as Twenty three fans & Twenty Cash Current money of Madras Making in Sterling Money of Great Britain Accounting every Pag Eight Shillings the Sum of Ninety Seven Pounds Eight Shillings & two pence or thereabouts arising upon a Bond or Obligation bearing date the Seventh day of January in the Year of our Lord One Thousand Seven hundred & Sixty Seven

Seven which Bond or Obligation is in the Custody of your Oratrixes said Attorney and ready to be produced to this Honble Court when Required And your Oratrix further Sheweth unto this Honorable Court that she hath frequently and in an Amicable Manner Requested payment from the said Ralph Taylor of the said Sum of Two hundred and forty three Pagodas twenty three fanams and Twenty Cash

But now so it is may it please this Honorable Court the said Ralph Taylor Obstinately and wilfully refuses to pay the same or to give your Oratrix any manner of Satisfaction touching the Premisses Your Oratrix therefore prays a General Relief such as to this Hon Court shall appear agreable to Equity and good Conscience To the End therefore that the said Ralph Taylor may upon his Corporal Oath full & direct and perfect Answer make to all and Singular the Matters and things herein before setforth and Alledged as fully truely and Effectually to all intents and purpases as if the same were here again Repeated and particularly Interrogated and that He may be Decreed to pay unto your Orator the aforesaid Sum of Two hundred and forty three Pagodas Twenty three fanams and Twenty Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Ralph Taylor to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honorable Court at a certain time and Place to be by this Honorable Court prefixed and Appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet

John Sykes
Attorney for the Complai

Mayors Court at
Madraspatnam

Tuesday the 28th Day of July
Anno Domini 1767

Present

Anthony Sadlier Esqr. Mayor
John Debonaire — Charles Smith
Edward Stracey — & Francis Fowndes
Aldermen

(1.1)

Mayors Court

Between Isabella Parley late of Madras Widow by her Attorney John Sykes One of the Attornies of this Hon.ble Court Complainant and Ralph Taylor of Fort Saint George Victualler Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rule to Answer the Complainants Bill, but willfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two hundred and Forty three Pagodas Twenty three Fanams and Twenty Cash / Pagodas 243. 23. 20 / 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
20th March 1768

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble your Orator Andrew Rose of Fort Saint George Merchant That on the fifteenth of April in the year of our Lord one thousand seven hundred and Sixty two according to the use and Custome of Merchants Caused to be made Certaine Writing of Insurance Commonly called apolicy of Insurance by which said Writing the said Andrew Rose by the Name of Andrew Rose of Fort Saint George as well in his own Name as for and in the Name and Names of all and every other person or Persons to whom the same did Might or Should appertaine in part or in all did make Insurance and Caused himself and them and every of them to be insured lost or not lost at and from the Port of Batavia to the port of Madras upon any kinds of Goods and Merchandizes whatsoever Laden or to be Laden on board a Snow called the Succese whereof was Master under God for that present Voyage Thomas Austin or whoever else should be Master or by whatsoever Name or Names the Snow or Master is or shall be named or called or upon any other Ship Snow or other Vessell which shall depart from Batavia at any time after the sixteenth day of October in the year One thousand Seven Hundred and Sixty one and Before the Sixteenth Day of August One thousand Seven hundred and Sixty two / whether under English or Dutch Colours or whether Navigated by an English or Dutch Master or Officer / Consigned to Charles Bourchier Esquire and the Rest of the owners of the Succese Snow on their Account and also upon all Kinds of Goods Merchandize or Monies whatsoever Laden or to be Laden on Board the said Snow Succese or on Board the said Ship or other Vessell as aforesaid during the time of the then present Voyage Beginning the adventure upon the said Snow Succese or upon the said Ship or other Vessell and upon the said Goods Merchandize or Monies whatsoever & Immediately following the Times of their being Shipped & the Depart

Arrived at the Several ports where the said Snow Success or the said Ship Snow
or other Vessell shall have Occasion to go or Come during the Term of the present
Voyage & such Goods Merchandize or Monies Shall at Madras aforesaid Besafely
Landed and it should be Lawfull for the said Snow Success or for the Said Ship
Snow or other Vessell in that Voyage to Stopstay at any ports or places
whatsoever without Prejudice to the Insurance the said Goods and Merchandize
by that agreement on board the said Snow Success or the said Ship Snow
or Vessell should be Valued at the Sum of Ten thousand Star Pagodas
without further account to be given by the Assured for the same Touching
the Adventures & perils which they the assurers were Contented to bear and
did take upon them in that Voyage they were of the Seas, Men of war, Fire
Enemies, Pyrates, Rovers, Thieves, Letters of Mart & Countermart Surprizals
taking at Sea Arrests Restraints & Detainments of all Kings princes or
people of what Nation, Condition or Quality soever Barratory of the master
or Mareners, & all other perils Losses or Misfortunes that had or should
Come to the Hurt detriment or Damage of the said Snow Success or of the
said Ship Snow or other Vessell with the said Goods Merchandize or money
or any part thereof & in Case of any Loss or Misfortune it should be lawfull
for the assured their Factors Servants or assigns to sue Labour & Travel &
for & about the defence safe guard and Recovery of the said Snow Success or
other said Ship Snow or other Vessell with the said Goods and Merchandize
or Monies or any Part thereof without Prejudice to that Insurance & it was
agreed by the assurers that that Writing or Policy of Insurance Should be of as
much force & Effect as the surest Writing or policy of Insurance Heretofore at
any time made & so they the Insurers Were Contented & did thereby bind & promise
that they and their Heirs Executors & Goods to the assured their Executor Adm-
-inistrators & Assigns for the Due Performance of the Premises Confessing themse-
-lves paid the Consideration due to them for that assurance by the assured at & after the
rate of four Star Pagodas ℘ Cent & in case of Loss which God for bid the assured
to abate ten per Cent but in case any Loss Happen & after Six Months Notice

There of being given to them the assurers and ademand Made of the money so
them the assured which is not Complyed with then no abatement but to pay
the full Sum by them Insured in Witness whereof they the assurers have
Subscribed their Names and Sums assured in Fort St George as by the said Writing
Morefully appears and your Orator further Sheweth that in Consideration of the
of Eight star Pagodas (being Thereward of the assurance of two thousand Star
Pagodas (being paid by your Orator on account of himself and the rest of the
Success Snow to Gocul Tarwardy of Madras Merchant he the said Gocul
Tarwardy Promised to perform all things in the said Writing contained on
part of the assured to be performed for the assurance of two Thousand Star Pagodas
to be made by the said Gocul Tarwardy according to the Tenor of the said
Writing he the said Gocul Tarwardy Took upon himself and then and there
faithfully Promised to the said Andrew Ross to be Come the assurer of the said
Andrew Ross and the Rest of the Owners of the Snow Success or any other Ship
or Vessell that might or should have any Goods Merchandize or money on
board from Batavia to Madras belonging to them the said Owners for two
thousand Star Pagodas to perform all and Singular the things in the said
writing Contained to be Performed on the part of the assurer according to the
True Intent and Meaning of the said writing and your Orator further
Sheweth that some Time in the Month of October in the year of our Lord
One thousand Seven hundred and Sixty the abefore mentioned Vessell Called
the Success Snow was filled out from Madras by Charles Bourchier of
Fort Saint George Esquire Henry Vansittart of Calcutta in the Kingdom
of Bengall Esquire President and Governor of the same place Messrs
Claud Russell, Mathew Clark, James Hay, and Andrew Ross all of Fort
Saint George Merchants to at chien, westcoat batavia and the Streights
of Mallacca to the next Amount of Seventeen thousand one hundred and
thirty seven Pagodas Eleven fanams and Twenty Six Cash and gave
the Command to Joseph Austin who proceeded on his Voyage to the several
Places before recited and arriving at Batavia did in Pursuance of his Owners
Commands Purchase or Cause to be Purchased a Vessell to Take in such
Quantity of the Returning Cargo as was the overplus of the Snow Success
Returns, the Owners of the Success Snow before her Departure from Madras
Severately Insure their several Risks by several Policys of the Twin

Second of October twenty fourth of October Twenty seventh of October and the
Twenty first of the same Month in the year of our Lord One thousand Seven
hundred & Sixty Some for Ten and Eleven per Cent premium to the several ports
and places before Mentioned and from thence to the port of Madras as by the
said writings more fully appear and your Orator further Sheweth that on
the arrival of the Snow Success Captain Joseph Austin at the port of
Batavia on the Sixth of March in the year of our Lord one thousand Seven
hundred and Sixty one She the said Snow Success was Obliged to depart from
that place in twenty four Hours Pursuant to the General of Batavias Order
but had the Good fortune to Leave such Quantity of Gold dust and other things
as amounted to forty thousand Rupees in the Hands of Messrs Peter Garden
and Jean Antonio Trembly then residing at Batavia in the Capacity of
Merchants together with a note of Twelve thousand Rix Dollars Drawn on the
Owners of the Success for the Intended purchase of a Vessell and Cargoe and your
Orator further sheweth that himself and the rest of the Owners of the Success
were Acquainted by their Agents aforenamed at Batavia of their forwardness
in Getting a Cargoe against the Arrival of a Vessell pitched upon for the
Intended purchase with the Departure of Mr Peter Garden one of the agents
for Europe and your Orator further Sheweth that the Owners of the Success
Snow Were acquainted with the Purchase of the Intended Vessell and that
her amount might with her Cargoe be about forty Thousand Rix Dollars
Intimating at the same Time to the Owners of the Success to Insure the said
new Purchased Vessell with her Cargoe to that amount the Owners of the
Success on Receipt of this Intelligence by your Orator make Application
to Several Merchants to Insure the said New purchased Vessell and
Cargoe from the Port of Batavia to the port of Madras who by policy
of the Sixteenth of July in the year of our Lord One thousand Seven
hundred and Sixty one whereof Joseph Sormadey aforementioned was one
Under writers the said Policy for the Consideration of the Sum of four Pags
Rent as an Insurance for the Sum of Two thousand Pags without further
Account to be given by the Assured for the same Lost or not Lost at & from the
port of Batavia to the port of Madras upon any Ships Snow or other Vessell

Messrs Peter Garden and Jean Antonio Trembly of Batavia or either of them
shall Dispatch from that place at any Time after the Sixteenth day of April
before the Sixteenth day of September in the then present year one thousand
Seven hundred and Sixty one Whether under English or Dutch Colours and
Whether Navigated by an English or Dutch Master and Officers Consigned to
Charles Bourchier Esquire and the rest of the Owners of the Snow Success late
Austin Master on their Account and also upon all Kinds of Goods Merchan-
-dize or Monies Whatsoever Laden or to be Laden on board such Ship
Snow or other Vessell as aforesaid or on board of any other Ship Snow or Vessell
for the account of the Owners aforesaid during the Term of the present Voyage
Beginning the Adventure of such Ship Snow or other Vessell and upon the said
Goods Merchandize or Monies Whatsoever from and Immediately following
the time of their being Shipped & the Departure of such Ship Snow or other
Vessell with the said Goods and Merchandize from the said port of Batavia
so Shall Continue and endure untill such Ship Snow or other Vessell with
the said Goods Merchandize or monies whatsoever shall be arrived at the Snow
ports where such Ship Snow or other Vessell may have Occasion to go and
Come during the Term of the then Present Voyage and such Goods Mer-
-chandize or Monies Shall at Madras aforesaid Be safely Landed The
under Writers Concluding as usual in such Like policys of Insurance
Subscribes their Names and their Several proportions to the Amount
of Ten thousand Pagodas as will More fully appear by the said Writing &
your Orator further Sheweth that on the Eleventh day of June in the year
of our Lord One thousand Seven hundred and Sixty one Captain Joseph Austin
of the Snow Success dies at Bencoolen and the Chief mate Andrew Corwan
brings her to Batavia on the thirtieth day of December following
and your Orator further sheweth that Mr Trembly their acting agent
at Batavia dies as they are acquainted by Letter of the thirtieth of
July one thousand Seven hundred and Sixty One But before such
Decease of Mr Trembly the same advice Intimates that an Embargo
was Laid on all Vessells lying at Batavia and before such embargo
was taken off Mr Trembly dies and with further advice that the

Trembly together with the New purchased Vessell of your Orator and your Orator further sheweth that by power of Attorney Given by Charles Bourchier Esquire in his and the rest of the Owners Names empower Mr. Therbert of Batavia to Transact their Business who purchase the said Vessell again as the same was put up at Publick Outcry by the Orphan House and sends her to the Owners with a Cargoe whose amount with the Costs of the Vessell is Thirty thousand Eight hundred and Sixty Nine Six Dollars as appears by Invoice Referrence To the Same More fully appears which said Vessell sailed the Eighteenth day of July one thousand Seven hundred and Sixty two under the Command of Thomas Austine Brother to the Deceased Joseph Austin your Orator further Sheweth that not hearing any thing of this new purchased Vessell for along time and the time Limitted in the last mentioned policy being near Expired and which was actually Expired before any other Policy was entered into & not knowing what might be the fate of the Vessell or how far Circumstanced she might be & Perfectly acquainted that alarge Sum of Money was Lodged in the Hands of their Agents or Agent at Batavia for the intended Vessell and Cargoe and well knowing that an Order had been Given to such their agents by Captain Joseph Austin before his Decease In case they the Agents Could not purchase a Vessell and Cargoe to Convey the Gold and Effects to your Orator and the Rest of the Owners of the Success by the first and safest Convey-ance by Sea they the Owners of the Success by your Orator ensure the same to the Amount In the policy first above Mentioned of the fifteenth of April One thousand Seven hundred and Sixty two and Your Orator further Sheweth that the Snow Success set sail from Batavia about the Middle of April One thousand Seven hundred and Sixty two and arrives about the Middle of June in the Same year at Madras without Damage and your Orator further Sheweth that on the Eighteenth Day of July one thousand Seven hundred and Sixty two the new Purchased Vessell Called the Elizabeth was dispatch from Batavia by Messrs. Mestrezatt and Burnet who Transacted the Business for Mr. Herbert (he being gone

to the West Coast) for Madras under the Command of Captain Thomas Austin Brother of the Deceased Captain Joseph Austin as is before promised with a Co[illegible] to the Amount Expressed in Invoice of the Eighteenth of June one thousand Seven hundred and Sixty two and that before her arrival at Madras on the Fourteenth day of Agust One thousand Seven hundred and Sixty two then having all her Goods and Merchandize to the Amount before Specifyed on the high Seas was Lost which aforementioned Sum of two thousand Star Pagodas after the Rate of Eight Shillings for every Pagoda will amount to Eight Hundred pounds of Sterling Money of Great Britain and your Orator further Sheweth that on the Twenty Ninth Day of March one thousand Seven hundred and Sixty three your Orator and the Rest of the Owners of the said Vessell Called the Elizabeth or some or one of them in afriendly and amicable Manner gave Notice to the said Gocul Tarwardy of the loss of the said Vessell and their Demands on him for the same

But now so it is and may it please this Honble Court the said Gocul Tarwardy obstinately and Wilfully 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 agreeable to Equity and good Conscience To the End therefore that the said Gocul Tarwardy may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things therein before alledged and Setforth as fully Truly and particularly as if the same were here again Repeated and Interrogated and more Especially that he may Setforth and Discover whether he doth not know or Beleive that Several Policys of Insu-ance Were made & under written before the Departure of the Snow Success from Madras to the Streights of Mallacca and Else where as is mentioned in the Several policys of the Month of October for the Sum therein Specifyed & the Consideration given of such under Writing & whether the said Gocul Tarwardy did not enter into such Policy and what Consideration and whe[illegible]

Trembly to gether with the New purchased Vessell of your Orator and your Orator
further Sheweth that by power of Attorney Given by Charles Baurechier Esquire
in his and the rest of the Owners Names empower Mr. Theabert of Batavia to
Transact their Business who purchase the said Vessell again as the same
was put up at Publick Outcry by the Orphan House and sends her to the
Owners with a Cargoe whose amount with the Costs of the Vessell is Thirty
thousand Eight hundred and Sixty Nine Pix Dollars as appears by Invoice
Reference To the Same More fully appears which said Vessell sailed the
Eighteenth day of July one thousand Seven hundred and Sixty two under
the Command of Thomas Austine Brother to the Deceased Joseph Austin your
Orator further Sheweth that not hearing any thing of this new purchased Vessell
for a long time and the time Limitted in the last mentioned policy being over
Expired and which was actually Expired before any other Policy was entered
into & not knowing what might be the fate of the Vessell or how far Circumstances
she might be & Perfectly acquainted that a large Sum of Money was Lodged
in the Hands of their Agents or Agent at Batavia for their
and Cargoe and well Knowing that an Order had been Given to such their
agents by Captain Joseph Austin before his Decease Incase they the Agents
Could not purchase a Vessell and Cargoe to Convey the Gold and Effects to your
Orator and the rest of the Owners of the Success by the first and safest Convey
-ance by Sea they the Owners of the Success by your Orator ensure the same
to the Amount In the policy first above Mentioned of the fifteenth of April
One thousand Seven hundred and Sixty two and Your Orator further Sheweth
that the Snow Success set sail from Batavia about the Middle of April
One thousand Seven hundred and Sixty two and arrives about the Middle
of June in the Same year at Madras without Damage and your
Orator further Sheweth that on the Eighteenth Day of July one thousand
Seven hundred and Sixty two the new Purchased Vessell Called the
Elizabeth was dispatch from Batavia by Messrs. Mesbregath and
Barnet who Transacted the Business for Mr. Herbert he being gone

to the West Coast for Madras under the Command of Captain Thomas Austin
Brother of the Deceased Captain Joseph Austin as is before promised with a
to the Amount Expressed in Invoice of the Eighteenth of June one thousand
Seven hundred and Sixty two and that before her arrival at Madras on the
Fourteenth day of August One thousand Seven hundred and Sixty two then
having all her Goods and Merchandize to the Amount before Specified
on the high Seas was Lost which aforementioned Sum of two thousand Star
Pagodas after the Rate of Eight Shillings for every Pagoda will amount
to Eight Hundred pounds of Sterling Money of Great Britain and your
Orator further Sheweth that on the Twenty Ninth Day of March one
thousand Seven hundred and Sixty three your Orator and the Rest of the
Owners of the said Vessell Called the Elizabeth or some or one of them in
a friendly and amicable Manner gave Notice to the said Gocul Tarwardy
of the Loss of the said Vessell and their Demands on him for the same

But now so it is and may it please this Hon
Court the said Gocul Tarwardy 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 Honorable Court shall appear agreeable
to Equity and good Conscience To the End therefore that the said Gocul
Tarwardy may upon his Corporal Oath true and perfect Answer make to
all and Singular the Matters and things therein before alledged and
Set forth as fully Truly and particularly as if the same were here again
Repeated and Interrogated and more Especially that he may Set forth and
Discover whether he doth not know or Believe that Several Policys of Insu
-ance Were made & under written before the Departure of the Snow Success from
Madras to the Streights of Mallacca and Else where as is mentioned in the
Several policys of the Month of October for the Sum therein Specified
& the Considerations given of such under Writing & whether the said Gocul
Tarwardy did not enter into such Policys and what Consideration and whether

Sixteenth day of July one thousand Seven hundred and Sixty one and of the Fifteenth day of April one thousand Seven hundred and Sixty two for the Consideration therein Mentioned for Securing the Sum of Ten thousand Star Pagodas & whether your Orator did not acquaint the said Gocul Tarwardy of the Loss of the Vessell and ademand for payment of the money after Settling the proportion so by him Subscribed and that the said Gocul Tarwardy may be Decreed to pay unto your Orator the aforesaid Sum of two thousand Star 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 Gocul Terwardy 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 this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas^t Bromley
Attorney for the Complainant

...ad and filed
...th October 1764

Answer of Gocul Terwardy of Madras Merchant Defendant to the Bill of Complaint of Andrew Ross of the same place Merchant Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit & Advantage of Exception to the many Errors Uncertainties and Imperfections in the said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he denyes that he is Indebted to the Complainant in the Sum setforth in his Bill of Complaint for an Insurance said

to be made by this Defendant as by the Complainant Alledged — But the the Merits Defendant Answer may appear in the most Conspicious light this Defendant prays the Attention of this Honble Court to the following Narrative of the several Transaction have passed relating to the Complainant Demand as the Realy Happened and in their Regular Orders of time this defendant therefore saith that some time in the Month of July which was in the year of our Lord One thousand Seven hundred and Sixty one this Defendant together with other Insurrers Executed a policy of Insurance thereby Insuring for the Complainant and other Concerned the Sum of Ten thousand Pagodas Upon any Ship Snow or other Vessell that Messrs Peter Garden and Jean Antonio Trembly of Batavia or either of them shall Dispatch from that Port at any time after the Sixteenth day of April and before the Sixteenth day of September in the present year One thousand Seven hundred and Sixty on this Defendant's part of the said Sum so Insured being the Sum of Two thousand Pagodas for which this Defendant acknowledges to have Received of the Complainant as a premium for the same the Sum of Eighty Pagodas being four ℔ Cent on the Sum Insured by this Defendant in manner aforesaid This Defendant admits the policy recited by the Complainant under date of the Sixteenth day of July one thousand Seven hundred and Sixty one to be the same in Contents as that to which this Defendant Signed & now prays referrence to in proof of what he has herein before alledged But this defendant would further observe to this Honble Court that about nine Months after the Execution of the said Policy to wit on the fifteenth day of April one thousand Seven hundred and Sixty two Nela Cauntauker one of the Underwriters in the said Policy of Insurance the Dubash of Coja Shamir being then present requested of this Defendant to Erase his name out of the said Policy of Insurance together with the Sum there under wrote and Underwrite afresh Policy of Insurance in the same Manner as was done in the former one as this Defendant confiding in the good faith that Subsisted between him and the said Nelacauntaker & seeing that the said Nelacauntaker had also under-wrote said Policy without any Hesetation immediately did the same And this Defendant further setforth that he is informed that the said Dubash of

great Confidence brought to the said Nela Cauntaker the above Recited Policy of Insurance of the 16th July 1767 together with another Policy of Insurance wrote in the English Language which said Dubash told the said Nelacauntauker or words to that or the Like Effect that his Master the said Coja Shamier Sultan desired him the said Dubash to acquaint him the said Nelacauntauker that the Tenor and Condition of the Policy unexecuted he then brought as before recited was the same with that already Executed under date of the Sixteenth of July one thousand Seven hundred and Sixty One Except that in the said former Policy of Insurance the name of the Vessell upon which the Risque of the said Insurance run was not Particularized which defect was now Remedied in the Policy now Brought to this Defendant the purport of which words the said Nelakauntauker then made a Memorandum of in a Book belonging to him the said Dubash therefore acquainted the said Defendant that his Master the said Coja Shamir Sultan Desired the said Defendant together with the other underwriters of the beforementioned policy under date of the Sixteenth day of July one thousand Seven hundred and Sixty One to Erase their Names together with the Respective Sums they there underwrote and underwrite the said Unexecuted Policy in the same Manner as was the former Policy above setforth this or words to the Like Effect being told the said Defendant the said Defendant asked of the said Dubash the name of the Vessell recited in the said new Policy of Insurance who told the said Defendant that the name of the Vessell was the Success Snow the said Defendant therefore Trusting in the account the said Dubash had given of the said Policy without causing the said Policy to be perused Erased his Name as also the sum he had underwrote in the Policy of the Sixteenth of July One thousand Seven hundred and Sixty One and underwrote his name and Sum in the same manner in the said New Policy of Insurance as did also this Defendant as before Setforth to the said former Policy after which both policys were returned to the said Dubash — This Defendant further setforth that he is further Informed that some time about the Middle of the Month of June one thousand Seven hundred and Sixty Two the Snow Success arrived at this port of Madras safe from the Port of Batavia as setforth by the Complainant of whose Arrival the said Defendant Nela Cauntaker having Notice He the said Defendant demanded of the said Coja Shamir the Policy of Insurance under

date of the fifteenth day of April one thousand Seven hundred and Sixty Two as beforementioned the said Defendant not in the Least Doubting But that the risque this Defendant as also the other underwriters was Ceased When the said Coja Shamir Sultan Replyed that he would Demand the same of the Complainant a few days after the said Defendant repeated his Demand of the Delivery up of the said Policy of Insurance of the said Coja Shamir Sulten who then Acquainted the said Defendant that the Risque of the said Defendant on the said Policy was not Ceased which greatly Surprising the said Defendant He then told the said Shamir Sultan that his Risque was only on the said Snow Success and not any other Vessell the said Defendant not being then acquainted with the Contents of the said Second Policy of Insurance And this Defendant further setsforth that He is also Informed that some long time after Charles Bourchier Esquire acquainted the said Defendant that the Vessell upon which the said defendant had underwrote to in the said Policy was Lost at the same time Demanding of the said Defendant the amount of the present demand upon which the said Defendant requested a Copy of the said Second Policy of Insurance under date of the Sixteenth day of April one thousand Seven hundred and Sixty Two which was accordingly Granted him which was the same in Contents as that inserted in the begining of the Complainants Bill to the Risque on which Policy this Defendant does not think himself Holden for the following Exceptions First this Defendant would pray it may be noticed by this Honorable Court the very Artfull Manner the underwriting to the same was obtained from the said Nela Cauntaker He not Understanding the Language the Contents were wrote in was told as this Defendant verily believes as asserted by him by the person who brought it to him that it was the same in Contents as the former Policy Executed by this Defendant under date of the Sixteenth day of July one thousand Seven hundred & Sixty one Except that in the Latter Pollicy the name of the Vessell was Particularized Now upon Referrence to the two Policys there is a very visible Deferrence — the former Resting the Risque to Run upon any Ship Snow or other Vessell which Messrs Peter Garden and Jean Trembly should Despatch from Batavia &c. And the Letter not only naming the Snow Success but also any other Vessell &c. Another and that every material Deference in the said Policys is the time the Risque

of

of the Insurrers was Limited to the Former one Limiting the Departure of such Ship Snow on other Vessell from Batavia before the Sixteenth day of September one thousand Seven hundred and Sixty One And the Latter one Limiting the time of the departure of the Snow Success or such other Vessell till the Sixteenth day of August one thousand Seven hundred and Sixty two so that there is Eleven Months Defference in the time of the Risque of the Insurers this very Considerable difference shows and in a corro=borating proof that the said Nela Cauntaker was not made acquainted with such part of the Tenor and Contents of the Latter Policy First is not to be doubted that had he Known this he nor this Defendant would not have underwrote a Policy where the Risque was for so Long a time for the same Premium as the former Policy This Leads this Defendant to the Second objection he has for not paying the Complainants Demand, which is that no Premium whatever was paid for this Defendants underwriting on the Second Policy of Insurance under date the fifteenth day of April one thousand Seven hundred and Sixty two As this Defendant humbly Conceives that he has made it appear that this Latter Insurance is a Seperate one from the Former one and as it is Confessed by the Complainant himself that the time Limitted in the former Policy was actually Expired before any other Policy was Entered into of Course the Risque on the former Policy was Ceased of the Insurers and the Second Insurance was a New one and Consequently it was the Business of the Complainant in order to make such Insurance good to pay this Defendant the Premium thereon This Defendant would in the third place alledge that Supposing the Policys of Insurance of the fifteenth day of April one thousand Seven hundred and Sixty Two Sufficient to Bind this Defendant to the Performance of the Contents in Case of Loss which he cannot think yet he most humbly Presumes he is not answerable for the Loss of the Vessell called the Elizabeth As the Snow Success which Vessell was named in the said Policy Arrived Safe in this Road of Madras without damage which said Snow Success and her Cargo this Defendant is well Informed amounted to more than the Amount of the sum so Insured by this Defendant and the

other Insurers the Complainant in order to Evince to this Honble Court that this Defendants Risque was not on the Snow Success Alledge that the Owners of the said Snow Success in the Month of October 1760 Insure their Several Concerns Seperately before the Departure of the said Snow Success But this Defendant prays it may be observed by this Honorable Court in Answer thereto that the Risque of such Insuran=ces was ceased at the time of the Insurance of the 15th April 1762 made with this Defendant &c^a Insuren for the Voyage on which such Insurances was made was Changed by the said Snow after her arrival at the port of Batavia to which place She was Insured Sailed for the West Coast and returned again to Batavia which being an alteration of the Voyage the Risque of the Insurers of the Month of October of Course leased according to the Usage and Custom of Merchants This Defendant now Proceeds to Answer the Several Interrogatories put to this Defendant by the Complainant This Defendant admits that several Insurances were made on the Snow Success by the owners there of their Seperate Concerns that they were made some time in the month of October one thousand Seven hundred and Sixty, But at the same time this Defendant would observe to this Honble Court that he is will assured as before Setforth that said Insurance at the time of the Complainant application for the Insurance of the fifteenth of April one thousand Seven hundred and Sixty two were of no Service and Expired for had they been there of any force and Validaty what could have Induced the Complainant to Insure the said Snow with this Defendant This Defendant admits that he did Enter into such Insurances and did Insure about the Sum of Five thousand four hundred Pagodas for Charles Bourchier Esquire at that time This Defendant admits that adem=and has been made on Nela Cauntaker for the Amount of the present Demand as setforth by him both by the Complainant and Charles Bourchier Esquire & this Defendant alledges to show that he has not been of a Litigious Desposition in the present Suit that he has Consented to proposal of the said Nela Cauntaker to settle the same in an amicable Manner by Arbitration for the Answer to which proposal this Defendant prays Referrence to the Answer of the said Nela Cauntaker

All which Matters and things this Defendant is ready to aver Maintaine and prove as this Honble Court shall Direct and Humbly pray to be hence Dismissed with his reasonable Costs and Charges in this Behalf most

Wrongfully Sustained ——————

Archdale Palmer
Attorney for the Defendant

Read and filed
30th October 1764

The Replication of Andrew Ross to the Answer of Gocul Terwarry

This Repliant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Untruths in the said Answer Contained for Replication thereunto Saith That to any Visitals of Transactions by the Defendants or to any particular transaction of the Defendant Relatives to the Matter in Dispute, this Replyant is by no Means obliged to take Notice of as the Transaction of the Defendant as an Under writer to the Policy of Insurance of the fifteenth day of April One thousand Seven hundred and Sixty two was and indeed ought to be the Enquiry of the Defendant whose Business it was carefully to perouse the Writing before he Signed it and this Repliant further Saith respecting the Premium which the Defendant Saith he never Received on the Policy of the Year one thousand Seven hundred and Sixty two, that by the Usage and Customs of Merchants, whenever a Ship or Vessell is insured from any part or Place and the said Ship or Vessell does not Proceed on her Voyage, the Premium given to the Insurers is generally Returned to the Insureds as their being no Risk on such Ship or Vessell so insured therefore as no Ship or Vessell was sent from Batavia to this Port of Madras on Account of the Insureds the Owners of the Success Snow, within the time specified in the Policy of the year one thousand Seven hundred and Sixty One such Premium as given on the Policy of the year last Mentioned was to be the Consideration for the Defendants underwriting of the Policy of the year One thousand Seven hundred and Sixty two and of this matter the Defendant was perfectly acquainted with he being an Old and Experienced man in the Business of Insuring And further with regard to the Assertion of the Defendants not knowing the Contents of the Policy he underwrote as the same was in English this Replyant Saith the Defendant is very well known to the Merchants here residing and by them reputed to be an acute and Sensible person in his several Negociation and not easily led in by the Artfulness of any person whatsoever, and as to the Policy of Insurance being wrote in English this Replyant saith that all Writings between the English and Guzarat that are obligatory, are commonly written in the English Language, and this Replyant further saith in Answer to the Obligation that the Defendant makes to this Replyants Demand, that the Defendant under Writing in the Manner he hath already done is a Corroborating Proof of his knowing the Contents of such Policy so by him Signed And therefore this Replyants making any further Observation to the justness of his Demand would be tedious as the Nature of this Replyants Case is fully Expressed in his this Replyants Bill of Complaint and the same will be sufficiently supported by Evidence at the Examination of Witnesses in this Cause, As the Defendant has mentioned a deviation in the Voyage of the Snow Success this Replyant is obliged to make a reply to the same and therefore this Replyant saith that the Snow Success had Liberty to Stop and Stay in any part or place whatsoever During the Voyage of the said Snow Success without Prejudice to the said Insurance as appears by the Policy of Insurance on the Snow Success ready to be produced to this Honble Court. All which Matters and things this Defendant is Ready to verifye maintain and prove in such Manner and Form as this Honorable Court shall Direct and humbly prays as in and by his said Bill he hath already Prayed

Chas Bromley
Attorney for the Replyant

Read & filed 4th Decemr 1764

Rejoinder of Gocul Terwady to the Replication of Andrew Ross

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 Untruths in the said Replication Contained for Rejoinder thereto saith As this Defendant is Ignorant of the English Language he could not peruse the Policy underwrote to him what induced thing to Underwrite the same was that Nelacauntaker had done so before this Defendant — In Regard to the Custom of Merchants pleaded by the Replyant with regard to returning the premium given for Insurances when the Vessells Insured do not proceed on their Voyage this is of opinion that as in the present Case the Time Limited for the Risque of this Defendant was actually Expired before any other Insurance was made the Premium on the former Insurance ought not to have been Returned This Defendant Still maintains that there was a Deviation in the Voyage mentioned in the Policy of Insurance of the Month of October 1760 as is already setforth in his Answer to the Complainants Reason And this Defendant verily beleives that on this Account the Replyant was Induced to mention the name of the Success Snow in the Policy He now sues this Defendant on which Deviation caused the Insurance of the Month of October 1760 to cease as is the Custom in such Cases — —

And this Defendant says as in and by his said Answer he has already said and does and will aver all and every Matter and thing therein Contained to be true as the same is therein alledged and Expressed

Archdale Palmer
Attorney for the Defendant

Memorandum

In or about the Month of July one thousand Seven hundred and Sixty one was insured a Risque from Batavia on Account of Messrs Bourchier and Ross Whereas another Policy of Insurance was brought by one Paupiah who said that the Policy he had now brought had only this alteration from the former one that the Name of the Snow and the Commander were inserted in the latter one and Omitted in the former that the Snow was called Success, and the Captain Austin and it was Executed the Sixteenth day of April One thousand Seven hundred and Sixty two, and the former Policy must be Returned

A True Translate of an Extract taken from Nellaunt-taukers Book folio 153 as near as can be from the Original Guzerat by Conapah Sworn Interpreter

William Cranwell
Attorney for the Defendant

Mayor's Court at Madraspatnam

Tuesday the 20th Day of August Anno Domini 1765

L.S.

Present

Claud Russell Esquire Mayor
Peter Mariette — John Debonaire
Thomas Powney — Edward Raddon &
Arthur Cuthbert — Aldermen

Mayor's Court

Between Andrew Ross of Fort

Fort Saint George Merchant Complainant
and Gocul Terwady 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 the Defendants Answer, the Replication the Rejoinder, One Exhibit on the part of the Defendant, on hearing the Pleadings made use of by the Attornies and on Reference being had to the Proceedings in the Cause Andrew Ross &c.a Owners of the Snow Success vers Nelakuntaker and on due Consideration had It appearing to the Court that the Policy of Insurance on which the Complainants found their Demand was Regularly Executed and that the Risque thereby insured was upon the Snow Success which arrived safe here as well as upon the Elizabeth Snow which was Lost This Court doth therefore thinkfit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the amount of the Sum insured by him with Interest, that the Defendant shall be allowed an Average in Proportion as the amount of the Cargo of the said Snow Success from Batavia to this Place with the Produce for which she sold on her Return hither Bears to the Amount of the Cost and out set of the Elizabeth and her Cargo, agreable to the Invoices produced and that the Costs of Suit shall be paid by each Party in Proportion as they have prevailed in their Suit

Pur

Court of Appeals at Madraspatnam } ss

Friday the 24th July 1767

Between Andrew Ross &c.a Owners of the Snow Success ..... Appellant

Gocul Tervaudy ..... Respondent

This Cause coming on to be heard and debated before this Court by the Attornies on both Sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honorable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 26th day of August Anno Domini 1765 and upon due Consideration had of the Matters therein Severally contained and of the Pleadings and Arguments used by the Attornies on both Sides This Court doth thinkfit to Order and Decree and doth Accordingly Order and Decree that the Decree of the Honble the Mayors Court given in this Cause do stand confirmed Except with regard to the Costs of Suit that the Appellants Petition be hence Dismissed, and that the Appelants do pay all the Costs in both Courts

Pur

W. H. Goodlad Clerk

To the Honorable the Mayors Court at Madraspatnam

Read and filed 14th February 1764

Humbly Complaining Sheweth unto this Honble Court your Orator Andrew Ross of Fort Saint George Merchant That on the fifteenth day of April in the Year of our Lord One thousand Seven hundred and Sixty two according to the Use and Custom of Merchants caused to be made a certain Writing of Insurance commonly called a Policy of Insurance by which said Writing the said Andrew Ross by the Name of Andrew Ross of Fort Saint George as well in his own name as for and in the Name and Names of all and every other Person or Persons to whom the same did might or should appertain in part or in all did make Insurance and caused himself and them and every of them to be insured lost or not lost at and from the Port of Batavia to the Port of

Madrass upon any kind of Goods & Merchandizes whatsoeur Laden or to be laden on board a Snow called the Succes whereof was Master under God for that present Voyage Thomas Austin or whoever else should be Master or by whatever name or Names the Snow or Master is or shall be named or called or upon any other Ship Snow or other Vessell which shall Depart from Batavia at any time after the Sixteenth day of October in the year one thousand Seven Hundred and Sixty One and before the Sixteenth day of August one thousand Seven hundred and Sixty two / whether under English or Dutch Colours, or whether Navigated by an English or Dutch Master or Officer / Consigned to Charles Bourchier Esquire and the rest of the Owners of the Succes Snow on their Account And also upon all kinds of Goods Merchandize or Monies whatsoever laden or to be laden on board the said Snow Succes or on board the said Ship Snow or other Vessell as aforesaid during the term of the their Present Voyage beginning the Adventure upon the said Snow Succes or upon the said Ship Snow or other Vessell and upon the said Goods Merchandize or Monies whatsoever from and immediately following the time of their being Shipped and the Departure of the said Snow Succes or of the said Ship Snow or other Vessell shall be arrived at the several Ports where the said Snow Succes or the said Ship Snow or other Vessell shall have occasion to go or come During the term of the present Voyage & such Goods Merchandize or Monies shall at Madras aforesaid be safely Landed And it should be lawfull for the said Snow Succes or for the said Ship Snow or other Vessell in that Voyage to stop stay at any Ports or places whatsoever without Prejudice to the Insurance the said Goods and Merchandizes by that Agreement on board the said Snow Succes or the said Ship Snow or other Vessell should be Valued at the Sum of ten thousand Star Pagodas without further Account to be given by the Assured for the same touching the Adventure and Perils which they the Assurers were contented to bear and did take upon them in that Voyage they were of the Seas Men of War Fire Enemies Pyrates Rovers Thieves Letters of Mart and Countermart Surprizals taking at Sea Arrests Restraints and Detainments of all Kings Princes or People of what Nation Condition or Quality soever Barratry of the Master or Mariners & all other Perils Losses or Misfortunes that had or should come to the hurt Detriment or damage of the said Snow Succes or of the said Ship Snow or other Vessell with the said Goods Merchandize or Money or any part thereof and in Case of any loss or Misfortune it should be lawfull for the Assured their Factors Servants or Assigns to use labour and Travel for and about the Defendant safeguard and Recovery of the said Snow Succes or of the said Ship Snow or other Vessell with the said Goods and Merchandize or Monies or any part thereof without Prejudice to that Insurance and it was agreed by the Assurers that Writing or Policy of Insurance should be of as much Force and Effect as the surest Writing or Policy of Insurance heretofore at any time made and so they the Insurers were Contented and did thereby bind and Promise that they and their Heirs Executors and Goods to the Assured their Executors Administrators and Assigns for the Due Performance of the Premises Confessing themselves paid the Consideration due to them for that Assurance by the Assured at and after the rate of four Star Pagodas p Cent and in Case of loss / which God forbid / the Assured to abate ten p Cent but in Case any loss happen and after Six Months Notice thereof being given to them the Assurers and ademand made of the money so by them the Assured which is not complyed with then no Abatement but to pay the full Sum by them insured In Witness whereof they the Assurers have Subscribed their Names and Sums Assured in Fort Saint George as by the said Writing more fully appears And your Orator further Sheweth that in Consideration of the Sum of one hundred and twenty Star Pagodas / being thereward of the Assurance of three thousand Star Pagodas / being paid by your Orator on Account of himself and the rest of the Owners of the Succes Snow to Nela Cauw Tacher of Madras Merchant he the said Nela Cauw Tacher promised to perform all things in the said Writing Contained on the part of the Assured to be performed for the Assurance of three thousand Star Pagodas to be made by the said Nelacauw Tacher took upon himself and then and there faithfully promised to the said Andrew Rose to become the Assurer of the said Andrew Rose and the rest of the Owners of the Snow Succes or any other Ship or Vessell that might or should have any Goods Merchandize or Money on board from Batavia to Madras belonging to them the said Owners for three thousand Pagodas to perform all and Singular the things in the said Writing Contained to be performed on the

part of the Assurer According to the true Intent and Meaning of the said Writing
And your Orator further Sheweth that same time in the month of October in the
Year of our Lord one thousand seven hundred and Sixty the aforementioned
Vessell called the Success Snow was fitted out from Madras by Charles
Bourchier of Fort Saint George Esquire Henry Vansittart of Calcutta in the
Kingdom of Bengall Esquire President and Governor of the same Place Messrs
Claude Russell Mathew Clark James Hay & Andrew Rose all of Fort St George
Merchants to Atchien Westcoast Batavia and the Streights of Mallacca to the neat
amount of seventeen thousand one hundred and thirty seven Pagodas Eleven fanams & twenty six
Cash & gave the Command to Joseph Austin who proceeded on his Voyage to the several
Places before recited and Arriving at Batavia did in pursuance of his Owners Commands
purchase or cause to be purchased all Vessell to take in such Quantity of the returning
Cargoe as was the Overplus of the Snow Success returns the Owners of the Success Snow
before her Departure from Madras seperately Insure their several Risks by several
Policys of the twenty fourth of October twenty seventh of October and the twenty first
of the same Month in the year of our Lord one thousand Seven hundred & Sixty some
for ten and Eleven p Cent Premium to the several Ports and Places before mentioned
and from thence to the Port of Madras as by the said Writings more fully appear
And your Orator further Sheweth that on the Arrival of the Snow Success Capth
Joseph Austin at the Port of Batavia on the Sixth of March in the year of our
Lord one thousand Seven hundred and Sixty one she the said Snow Success was
obliged to depart from that place in twenty four hours pursuant to the General
of Batavias Order but had the good fortune to leave such Quantity of Gold and
and other things as amounted to forty thousand Rupees in the Hands of Messrs Peter
Garden & Jean Antonio Trembly then residing at Batavia in the Capacity of
Merchants to gether with a Note of twelve thousand Rice Dollars Drawn on the
Owners of the Success for the intended Purchase of a Vessell and Cargoe And your
Orator further sets forth that himself & the rest of the Owners of the Success were
acquainted by their Agents aforenamed at Batavia of their forwardness in
getting a Cargoe against the Arrival of a Vessell pitched upon for the intended
purchase with the Departure of Mr Peter Garden one of the Agents for Cargoe
And your Orator further Sheweth that the Owners of the Success Snow were
Acquainted with the Purchase of the intended Vessell and that her amount
might with her Cargoe be about forty thousand Rice Dollars intimating
at the same time to the Owners of the Success to Insure the said New
purchased Vessell with her Cargoe to that amount the Owners of the Success on
Receipt of this Intelligence by your Orator make application to several
Merchants to insure the said New Purchased Vessell and Cargoe from the Port
of Batavia to the Port of Madras who by Policy of the sixteenth of July in the
year of our Lord one thousand Seven hundred and Sixty one whereof Nula
Cawn Tacher aforementioned was one underwrites the said Policy for the consid-
eration of the Sum of four Pagodas p Cent as an Insurance for the Sum of ten
thousand Pagodas as without further Account to be given by the Assured for
the same, lost or not lost at and from the Port of Batavia to the Port of Madras
upon any Ship Snow or other Vessell which Messrs Peter Garden and Jean
Antonio Trembly of Batavia or either of them shall Dispatch from that
place at any time after the Sixteenth day of April and before the Sixteenth day
of September in the then present year one thousand Seven hundred and Sixty nine
whether under English or Dutch Colours and whether Navigated by an English
or Dutch Master and Officers / Consigned to Charles Bourchier Esqr the rest
of the Owners of the Snow Success, Joseph Austin Master or their Account
and also upon all kinds of Goods Merchandize or Monies whatsoever laden
on board such Ship Snow or other Vessell as aforesaid or on board of any other
Ship Snow or Vessell for the Account of the Owners aforesaid during the
term of the present Voyage beginning the Adventure of such Ship Snow or
other Vessell and upon the said Goods Merchandize or Monies whatsoever
from and immidiately following the time of their being Shipped and the
departure of such Ship Snow or other Vessell with the said Goods & Merchandize
from the said Port of Batavia and so shall Continue and endure untill such
Ship Snow or other Vessell with the said Goods Merchandize or Monies
whatsoever shall be arrived at the Several Ports where such Ship Snow or
other Vessell may have occasion to go and come during the Term of the then present
Voyage & such Goods Merchandize or Monies shall at Madras aforesaid be safely
landed the Underwritters concluding as Usual in such like Policys of

of ten thousand Pagodas as will more fully appear by the said Writing And your Orator further sheweth that on the Eleventh day of June in the year of our Lord One thousand Seven hundred and Sixty One Captain Joseph Austin of the Snow Success dies at Bencolen and the Chief Mate Andrew Corvan brings her to Batavia on the thirtieth day of December following And your Orator further Sheweth that Mr. Trembly their acting Agent at Batavia dies as they are acquainted by letter of the thirtieth of July one thousand Seven hundred and Sixty One but before such decease of Mr. Trembly the same Advice intimates that an Embargo was laid on all Vessells bying at Batavia and before such Embargo was taken off Mr. Trembly dies and with further Advice that the Orphan House at Batavia had Seized on all the Effects of Mr. Trembly together with the New Purchased Vessell of your Orator And your Orator further Sheweth that by Power of Attorney given by Charles Bourchier Esquire in his and the rest of the Owners Names empower Mr. Hurbert of Batavia to Transact their Business who Purchases the said Vessell again as the same was put up at Publick Outcry by the Orphan house & sends her to the Owners with a Cargoe whose amount with the Costs of the Vessell is thirty thousand eight hundred and Sixty Nine Rix Dollars as appears by Invoice referrence to the same more fully appears which said Vessell Sailed the Eighteenth day of July one thousand Seven hundred and Sixty two under the Command of Thomas Austin Brother to the Deceased Joseph Austin your Orator further Sheweth that not hearing any thing of this New Purchased Vessell for along time and the time limitted in the last mentioned Policy being near Expired and which was actually Expired before any other Policy was entred into and not knowing what might be the Fate of the Vessell or how far Circumstanced she might be and perfectly acquainted that a large Sum of money was lodged in the Hands of their Agents or Agent at Batavia for the intended Vessell and Cargoe and well knowing that an Order had been given to such their Agents by Captain Joseph Austin before his decease in Case they the Agents could not purchase a Vessell and Cargoe to Convey the Gold and Effects to your Orator and the rest of the Owners of the Success by the first & safest Conveyance by Sea they the Owners of the Success by your Orator ensure the same to the Amount in the Policy first abovementioned of the fifteenth of April one thousand Seven hundred and Sixty two And your Orator further Sheweth that the Snow Success set Sail from Batavia about the Middle of April one thousand Seven hundred and Sixty two and arrives about the Middle

Middle of June in the same Year at Madras without Damage & your Orator further Sheweth that on the Eighteenth day of July one thousand Seven hundred and Sixty two the New Purchased Vessell called the Elizabeth was Dispatch from Batavia of Messrs. Mestrezat and Burnet who transacted this Business for Mr. Herbert he being gone to the West Coast, for Madras under the Command of Captain Thomas Austin the Brother of the Deceased Captain Joseph Austin as is before promised with a Cargoe to the amount Expressed in Invoice of the Eighteenth of June one thousand Seven hundred and Sixty two and that before her arrival at Madras on the fourteenth day of August one thousand seven hundred and Sixty two then having all her Goods and Merchandize to the amount before specifyed on the High Seas was lost and your Orator further sheweth that on the twenty Ninth day of March one thousand Seven hundred and Sixty three Your Orator and the rest of the Owners of the said Vessell called the Elizabeth or some or one of them in a friendly and amicable manner gave Notice to the said Nella Cauntacker of the loss of the said Vessell and their Demands on him for the same

But now so it is and may it please this Honble Court the said Neela Cawn Tacker obstinately and Wilfully refuses to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Nela Cawn Tacker 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 particularly as if the same were here again Repeated and interrogated and more Especially that he may setforth and discover whether he doth not know or beleive that several Policys of Insurance were made and Under written before the Departure of the Snow Success from Madras to the Streights of Mallacca and Else where as is mentioned in the several Policys of the Month of October for the Sum therein Specifyed and the Consideration given for such Under writing And whether the said Neela Cawn Tacker did not enter into such Policy and for what Consideration And Whether the said Neela Cawn Tacker did not enter such Policys of Insurance of the sixteenth day of July one thousand Seven hundred & Sixty one and of the fifteenth day of April one thousand seven hundred and Sixty two for the

Consideration therein mentioned for securing the Sum of ten thousand Pags and whether
Your Orator did not Acquaint the said Neelacawn Sacher of the loss of the Vessell and
ademand for Payment of the money after settling the Proportion to by them
Subscribed And that the said Neelacawn Sacher may be Decreed to pay unto your
Orator the aforesaid Sum of three thousand 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
Neelacawn Sacher to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madrapatnam and the Districk thereof personally to be
and appear before this Honorable Court at a certain time and place to be
by this Honble Court prefixed and appointed then and there to 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

Charles Bromley
Attorney for the Complainant

Read and filed
22 May 1764

Answer of Nilacawn Sahar of Madras
Merchant Defendant to the Bill of Compliant
of Andrew Rose & Co Owners of the same
Place Merchant Complainants

This Defendant now and at all times hereafter Saving and
Reserving to himself all and all manner of Benefit and Advantage of Exception
to the many Errors Uncertainties and Imperfections in the said Bill Contained
for Answer thereunto or unto so much as this Defendant is advised doth
Materially Concern him to Make Answer unto he this Defendant Answereth
and Saith that he denies that he is indebted to the Complainant in the
Sum set forth in his Bill of Complaint for an Insurance said to be made
by this Defendant as by the Complainant Alledged But that the
Merits of this Defendants Answer may appear in the most Conspicuous
Light this defendant prays the Attention of this Honble Court to the following

Narrative of the several Transactions that have passed Relating to the Complainants
Demand as they really Happened & in their Regular Order of time this Defendant therefore
saith that some time in the Month of July which was in the Year of our Lord one
thousand Seven hundred and Sixty One this Defendant together with other Insurers
Executed a Policy of Insurance thereby Insuring for the Complainant & there Concerned
the Sum of Ten thousand Pags upon any Ship Snow or other Vessell that Messrs
Peter Garden & Juan Antonio Trembly of Batavia or either of them shall Dispatch
from that Port at any time after the Sixteenth Day of April & before the Sixteenth Day
of September in the then present year one thousand Seven hundred & Sixty one this
Defendants part of the said Sum so Insured being the Sum of three thousand Pags
for which this Defendant acknowledges to have Received of the Complainant as a Premium
for the same the Sum of One Hundred & Twenty Pags being four Cent on the Sum
Insured by this Defendant in the Manner aforesaid this Defendant admits the Policy
Dated by the Complainant under date of the Sixteenth day of July one thousand
Seven hundred & Sixty One to be the same in Contents as that to which this Defendant
Signed & now prays Reference to in Proof of what he has herein before alledged But
this Defendant would further Observe to this Honble Court that about nine months
after the Execution of the said Policy to wit on the fifteenth day of April one
thousand Seven hundred and Sixty Two the Head Dubash of Coja Shamier Sultan
in whom this Defendant Reposed great Confidence Brought to this Defendant the
above recited Policy of Insurance together with another Policy of Insurance wrote
in the English Language which said Dubash told this Defendant or words to
that or the Like Effect that this Master the said Coja Shamier Sultan Desired
Him the said Dubash to acquaint him this Defendant that the Tenor and Condition
of the Policy unexecuted he then brought as before Recited was the same with that
already Executed under Date of the Sixteenth of July one thousand Seven hundred &
Sixty one Except that in the said former Policy of Insurance the Name of the Vessell
upon which the Risque of the said Insurance Run was not Particularized which
Defect was now Remedied in the Policy now Brought to this Defendant the
purport of which Words this Defendant then made a memorandum of in a Book
belongs to him this defendant which defendt is ready to produce the said Dubash then
Acquainted this Defendant that his Master the said Coja Shamier Sultan desired
this

this Defendant together with the other underwriters of the beforementioned Policy under
Date of the Sixteenth day of July one thousand Seven hundred and Sixty One to Erase
their Names together with the Respective Sums they there underwrote & underwrite
the said unexecuted Policy in the same Manner as was the former Policy above setfor
this or words to the like Effect being told this Defendant this Defendant asked of the
said Dubash the Name of the Vessell recited in the said new Policy of Insurance who
told this Defendant that the name of the Vessell was the Success Snow this defendant
therefore Trusting in the Account the said Dubash had given of the said Policy
without Causing the said Policy to be Perused Erased his Name as also the Sum he
had underwrote in the Policy of the Sixteenth of July one thousand Seven hundred
Sixty one & underwrote his name & Sum in the Same manner in the said New Policy
of Insurance as Did also all the other underwriters to the said former Policy after
both Policys were Returned to the said Dubash this Defendant further setforth that
the best of his knowledge some time about the Midle of the Month of June one
thousand Seven hundred and Sixty two the Snow Success arrived at this Port
of Madras safe from the Port of Batavia as setforth by the Complainant of whose
Arrival this Defendant having Notice this Defendant Demanded of the said
Coja Shamir Sultan the Policy of Insurance underdate of the fifteenth day of
April one thousand Seven hundred and Sixty two as beforementioned this defendant
not in the Least Douting But that the Risque of this Defendant as also the other
under writers was Ceased when the said Coja Shamir Sultan replyed that He
would demand the same of the Complainant a few days after this Defendant repeated
his Demand of the delivery up of the said Policy of Insurance of the said Coja Shamir
Sultan who then Acquainted this Defendant that the Risque of this Defendant on the
said Policy was not Ceased which greatly Surprezing this Defendant this defendant
then told the said Shamir Sultan that this Defendants Risque was only on the
said Snow Success and not on any other Vessell this Defendant not being then acquain-
ted with the Contents of the said Second Policy of Insurance and this Defendant set
forth that some Long time after Charles Bourchier Esqr acquainted this Defendant that
the Vessell upon which this Defendant had under wrote to in the said Policy was lost
at the same time Demanding of this Defendant the Amount of the Present demand

upon which this Defendant requested a Copy of the said Second Policy of Insurance
under date of the fifteenth day of April one thousand Seven hundred and Sixty Two
which was accordingly Granted him which was the same in Contents as that Inserted
in the Begining of the Complainants Bill, To the Risque on which Policy this
Defendant does not think himself Holden for the following Exceptions, First
this Defendant would pay it may be noticed by this Honorable Court the very
Artfull manner the underwriting to the same was obtained from this Defendant
not Understanding the Language the Contents were wrote in was told by the Person
who brought it to this Defendant that it was the same in Contents as the former
Policy Executed by this Defendant under date of the Sixteenth day of July one
thousand Seven hundred and Sixty one Except that in the Latter Pollicy the
Name of the Vessell was Particularized, Now upon Referrence to the two Policys
there is a very visible Defference the Former Reciting the Risque to Run upon
any Ship Snow or other Vessell which Messrs Peter Garden and Jean Trembly
should Dispatch from Batavia &ca And the Letter not only naming the Snow
Success But also any other Vessell &ca Another and that very material Defference
in the said Policys is the time the Risque of the Insurers was Limeted to the
former one Limiting the Departure of Such Ship Snow or other Vessell from
Batavia before the Sixteenth day of August one thousand Seven hundred and Sixty
two so that there is Eleven months Defference in the time of the Risque of the
Insurers this very Considerable Difference Shows and is a Coroborating Proof
that this Defendant was not made Acquainted with such Part of the Tenor
and Contents of the Latter Policy for it is not to be doubted that had he
known this he would not have underwrote a Policy where the Risque was for
so long a time for the same Premium as the former Policy this Leads this Defendant to
the Second Objection he has for not Paying the Complainants Demand, which is
that no Premium whatsever was paid for this Defendants underwriting on the
Second Policy of Insurance under date the fifteenth day of April one thousand
Seven hundred & Sixty Two As this Defendant humbly Conceives that he has
made it appear that this Latter Insurance is a Separate one from the Former
one and as it is Confessed by the Complainant Himself that the time Limitted
in

in the former Policy was actually Expired before any other Policy was Entered into of Course the Vique on the former Policy was Ceased of the Insurers and the Second Insurance was a New one and Consequently it was the Business of the Complainant In Order to make such Insurance good to pay this Defendant the Premium thereon — this Defendant would in the third Place Allege that Supposing the Policy of Insurance of the fifteenth day of April one thousand Seven hundred and Sixty Two Sufficient to Bind this Defendant to the Performance of the Contents in Case of Loss which he Cannot think Yet he most humbly Presumes he is not answerable for the Loss of the Vessell Called Elizabeth as the Snow Success which Vessell was named in the said Policy arrived Safe in this Road of Madras without Damage which said Snow Success and her Cargoe this Defendant is well Informed amounted to more than the Amount of the Sum so Insured by this Defendant and the other Insurers the Complainant in order to Evince to this Honorable Court that this Defendants Vique was not on the Snow Success Alledge that the Owners of the said Snow Success in the Month of October One thousand Seven hundred and Sixty Insure their Several Concerns Seperately before the Departure of the said Snow Success But this Defendant Prays it may be Observed by this Honble Court in Answer thereto That the Vique of such Insurances was ... Ceased at the time of the Insurance of the fifteenth April One thousand Seven Hundred and Sixty two made with this Defendant & the Insurers for the Voyage on which such Insurances was made was Changed by the said Snow after her arrival at the Port of Batavia to which Place She was ..... Insured Sailed for the West Coast and Returned again to Batavia which being an alteration of the Voyage the Vique of the Insurers of the Month of October of Course Ceased according to the Usage and Custom of Merchants This Defendant now proceeds to Answer the Several Interrogatories put to this Defendant by the Complainant This Defendant admits that several Insurances were made on the Snow Success by the Owner thereof of their Seperate Concerns this Defendant is not certain whether or not they were made before the Departure of the said Snow from this port But believes that they were made sometime in the M...

of October one thousand Seven Hundred and Sixty But at the Same time this Defendant would observe to this Honorable Court that he is well assured as before Set forth that said Insurances at the time of the Complainants application for the Insurance of the fifteenth of April one thousand Seven hundred and Sixty Two were no Service and Expired for had they been then of any force and Validity what Could have Induced the Complainant to Insure the said Snow with this ..... Defendant did not enter into the Insurances made in the month of October as aforesaid This Defendant admits that a demand has been made on this Defendant for the Amount of the said Insurance both by the Complainant and Charles Bourchier Esquire and this Defendant Alledges to Shew that he has not been of a Litigious Disposition in the present Suit that he has proposed to Settle the same in an Amicable Manner by Arbitration ... which Proposal was Rejected by the Complainant and one other of the Insurers

All which Matters and things this Defendant is ..... Ready to aver maintain and Prove as this Honorable Court shall Direct and humbly Prays to be hence dismissed with his Reasonable Costs and ..... Charges in this behalf most Wrongfully Sustained .....

Archdale Palmer
Attorney for the Defendant

Read and filed
30th October 1764

The Replication of Andrew Rose to the Answer of Nela Cauntaker

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 Incertainties and Untruths in the said Answer Contained for Replication thereunto saith That to any Transaction passing between the Defendant & the Dubash of Coja Shamier this hath nothing to do with the Transaction in hand was to be the Enquiry of the Defendant whose Business it was to Carefully Peruse the Writing before he Signed it this Replyant

observing the little Notice that the Defendant takes of the Bill of Complaint obliges this Replyant to pray a Reference to the Case as is recited in the Bill of Complaint of this Replyant where the Reason is given for the Defendants Signing the Policy of the fifteenth day of April one thousand Seven hundred and Sixty two and with Respect to the Defendants not receiving a Premium on the said Policy is for this Reason / and which is warranted by the Usage and Custom of Merchants / that there being no Risk in the Policy of June one thousand Seven hundred and Sixty one Consequently the Premium must be returned, but on the Defendants Signing the said Policy of one thousand Seven hundred and Sixty two he was suffered to keep the Premium advanced on the Policy of one thousand Seven hundred and Sixty one, and further to the Question of the Defendants not knowing the Contents of the Policy he underwrote, as the same was in English, this Replyant saith that there is no Transaction whatsoever, wherever the English and the Gureat are Concerned but what is Generally wrote in English, as Witness them any Bonds and Obligatory Notes Signed by them and given to the Merchants residing in this Place / Fort Saint George / therefore such part of the Defendants Answer is more Evasion and nothing to the purpose, this Replyant for further Replication to the Observation that is the foundation of the Defendants Objection for not paying the Sum underwrote, says that it is very Plainly understood by the Policy of the Sixteenth Day of April one thousand Seven hundred and Sixty two that the same was only a Renewal of that of June one thousand Seven hundred and Sixty one the same Expiring in the Month of September in the same Year and it is proved by their Signing the Policy of one thousand Seven hundred and Sixty two and Acknowledging themselves paid the premium though the Defendant in his Answer Says that he never received the same for the last mentioned Policy this this Replyant saith is a tacit confession of the renewal of the Policy one thousand Seven hundred and Sixty one for the indemnification of the Loss that the Owners of the Snow Success might Sustain on board any Ship Snow or Vessell that should depart from Batavia to this Port / Madras / having their property on board and this is Clearly stated by the Policy of the Year one thousand Seven hundred and Sixty one and more so by the Policy of the year one thousand

Seven hundred and Sixty two the Vessel not being Confined on board the Success this Replyant further saith that the Defendant hath been very in attentive to the Bill of Complaint respecting the Insurance on board the Success Snow the Success Snow was Insured to the Several Places already set forth in the Bill of Complaint with the Liberty to Stop Stay touch at, put and Return till her arrival in the Road of Madras and in Consideration of such Voyage a large Premium was given, therefore the Defendants Asserting that the Snow Success had Caused a deviation by Returning to Batavia / but the Reasons that are given for the Success first Departure from Batavia are Sufficiently Explained in this Replyants Bill of Complaint / is very absurd, for Supposing there had been a deviation of the Success the same would by no Means have Discharged the Defendant from the Policy of Insurance of the year one thousand Seven hundred and Sixty two as the same was to Run on any Ship Snow or other Vessell having the property of the Owners of the Snow Success on board, And this Replyant further saith that the Returns on board the Success Snow amounted to no more than the Sum of twenty two thousand Eight hundred and Forty four Pice Dollars which is far less than the Sum insured on her at her first outward therefore was not in the Power of this Replyant or any of the Owners to have insured on the Success and of Consequence the insuring every Vessell from Batavia to this Port was the Object of this Replyant and the rest of the Owners of the Snow Success for the Reasons laid down in the Bill of Complaint and which is in this Replication of this Replyant Concisely Expressed And lastly this Replyant saith that he is willing to Produce all and every the Bill of Lading Invoices &c. that may be any ways belonging to the Matter in Dispute to the Defendant on Demand All which matters and things this Replyant is Ready to verifye maintain and Prove in such Manner and form as this Honorable Court shall Direct and humbly Prays as in and by his said Bill he hath already Prayed

Chas Brownlow
Attorney for the Replyant

Read and filed 4th December 1764

Rejoinder of Nelacaundaucher to the Replication of Andrew Rose

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties & Imperfections in the said Replication Contained for Rejoinder thereunto Saith That in Regard to what this Defendant has asserted in his Answer of his being Deceived in the Interpretation given him by the Dubash of Coja Shamier of the Policy of the 15th April 1762 The Replygant in Replication thereto alledges that this Defendant ought to have perused the same before he Signed it this was what this Defendant could not do as he is not acquainted with the English Language in which the said Policy was Drawn in He therefore was obliged to trust to the Interpretation of it Contents And as he had no mistrust of the said Dubash his doing this was what any other Person in the like Case would have done This Defendant in Rejoinder to what the Replygant asserts of the Custom of Merchants Insurers returning the Premium upon Insurances when Vessells that are Insured do not proceed on the Voyage they are Insured for this defendant presumes this cannot be brought against this Defendants plea in the present Case as the time the Insurance was made on the Success Snow was Expired before any other Insurance was Entered into this Defendant in Answer to the Replygants observation that this Defendants Risque was not alone on the Snow Success would observe to this Honble Court that the words named in the Policy were Snow Success or any other Ship or Vessell now as the Snow Success did arrive Safe and by the Replygants own Confession She had so much or very near the amount of the Sum Insured in the Policy of the 15th April 1762 this Defendant most Humbly Conceives that the Risque on the said Policy then ceased — this Defendant admits that the Success Snow was by the Policy of the Month of October 1760 when the Replygant say they Insured their several Risques at Liberty to Stop Stay touch at and put in at any port during Her said Voyage But this Defendant does that She was at Liberty to put back and return to any port after her Sailing from thence as was with the case with the Success Snow who after her arrival at the port of Batavia to which place She was insured Sailed for Bencolen and again Returned to Batavia as this was a deviation from the Voyage the Risque of the Insurances of the said Month of October then ceased — the Replygant alledges that it was not in the Power of them to Insure the Snow Success after Such Insurance made of the said Month of October If He was of that opinion have came He to do it and name the Success Snow in the Policy of the 15th of April 1762 what-ever the Replygant may alledge now this Defendant thinks that Her doing of this Could arrise from no other Reason than a full Perswasion that the Insurance made on the said Snow in the said Month of October was actualy ceased — And this Defendant most humbly Presumes that had that Vessell been Lost this Defendant would be demand Accountable for the same and would have been Called upon by the Replygant for the performance of this Defendant said Insurance now Disputed.

And this Defendant Says as in and by his said Answer He has already said and does and will aver all and every matter and thing therein Contained to be true as the same is therein and thereby set forth and Expressed —

Archdale Palmer
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Andrew Rose of Fort Saint George Merchant is Complainant & Nelacauntaher of Madras Merchant is Defendant On the part & behalf of the Complainant

Pourpiah

Paupiah Interry ... 1st ... Do You know the parties Complainant and Defendant in the Title of these Interrogatories named, if Yea, how long have you known them or either and which of them Declare

Paupiah ... 2d ... Did you or Did you not See the Paper Writings hereto shewn at this time of your Examination Signed Sealed and Delivered in your Presence if Yea by whom was the Writings marked Respectively A and B and what motives induced such Person or Persons to underwrite such Writings, to the best of Your Remembrance Particularly Declare and Setforth ...

Paupiah ... 3d ... Did you or did you not shew such Writing marked B to the Defendant before his Signing and Sealing and did or did not the Defendant ask any or what Particular Question or Questions of you, and did you or did you not return the Defendant some particular Answer if Yea, Setforth what particular Question or Questions the Defendant did ask of you and Your Answer thereto to the best of your Remembrance and belief

Paupiah ... 4th ... Do you know or do you not know of any other matter or thing to which you have not been Particularly Interrogated hereto before, that may tend to the Advantage and Benefit of the Complainant, if yea setforth the Same According to the best of Your Remembrance and belief

Chas Bromley
Attorney for the Complainant

In the Name of God Amen, Andrew Ross of Fortsaint George as well in his own Name as in the name or Names of whatsoever it doth or may Concern doth make Insurance and causeth himself and them to be Insured, lost or not lost at and from the Port of Batavia to the Port of Madras, upon any Ship Snow or other Vessell which Messrs Peter Garden and Jean Antonio Trembly of Batavia or either of them, shall Dispatch from that place at any time after the Sixteenth day of April and before the Sixteenth day of September in the present year One thousand Seven hundred and Sixty one (whether under English or Dutch Colours, and whether Navigated an English or Dutch Master and Officers) Consigned to Charles Bourchier Esq and the rest of the Owners of the Snow Success, Joseph Austin Master, on their Account and also upon all kinds of Goods, Merchandize or Monies whatsoever laden or to be laden on board such Ship Snow, or other Vessell as aforesaid or on board of any other Ship Snow or Vessell for the Account of the Owners aforesaid during the term of the present Voyage, begining the Adventure upon such Ship Snow or other Vessell and upon the said Goods Merchandize or Monies ... whatsoever from and immediately following the time of their being Shiped and the Departure of such Ship, Snow or other Vessell with the said Goods & Merchandize from the said Port of Batavia and so shall continue and endure untill such Ship Snow or other Vessell with the said Goods Merchandize or Monies ... whatsoever shall be arrived at the Several Ports where such Ship Snow, or other Vessell may have Occasion to go and come during the term of the present Voyage and such Goods Merchandize or Monies shall at Madras aforesaid be safely landed. And it shall be lawful for such Ship or Ships Vessell or Vessells in this Voyage to Stop or Stay in any port or place whatsoever without prejudice to this Insurance And such Ship or Ships or other Vessell or Vessells with the said Goods Merchandize or Monies by Agreement shall be Valued at the ... Sum of ten thousand Star Pagodas without further Account to be given by the Assured for the same Touching the Adventures and perils which we the ... Assurens are Contented to bear and do take upon as in this Voyage, they are of the Seas, Men of War, Fire Enemies, Pirates, Rivers, Thieves, Letters of Mart, and Countermart, Surprizals, takings at Sea Arrests, Restraints and Detainments of all Kings Princes or people of what Nation, Condition or Quality soever, Barratry of the Master or Mariners and all other perils losses or Misfortunes that are or may came to the hurt, Detriment or Damage of such Ship or Ships or other Vessell or Vessells with the said Goods Merchandize, Monies or

or any part thereof And in Case of any Loss or Misfortune it shall be lawful for the Assurd his Servants Factors or Assigns to use Labour and travel for in and about the Defence Safeguard and Recovery of the said Vessell or Vessells with the said Goods Merchandize Monies or any part thereof without Prejudice to this Insurance And it is agreed by us the Insurers that this Writing or Policy of Insurance shall be of as much Force and Effect as the surest Writing or Policy of Insurance heretofore at any time made. And we the Assurers are Contented and do hereby Promise and bind ourselves our Heirs Executors and goods to the Assurd his Executors Administrators & Assigns for the true Performance of the premises, Confessing our selves paid the Consideration money due unto us for this Insurance by the said Andrew Rose after the Rate of Star Pagodas four for every hundred and further We the Assurers do hereby Covenant Promise and oblige our selves our Heirs, Executors Administrators or other Successors, and also our Goods and Chattels, in Case of Loss happening (which God forbid) to Satisfy and pay the Sum herein Assured upon the Abatement only of ten Pagodas for every hundred and no more, Provided always that we pay the Sum of Money by us so Assured at the Expiration of Six Months after proper Notice thereof being given to us the Assurers, otherwise no abatement whatsoever to be made, but we to pay the full Sum by us Insured any use or Custom to the Contrary notwithstanding — In Witness whereof we the Assurers have Subscribed our Names and the Same by us severally — Insured in Fort Saint George this Sixteenth day of July in the Year, One thousand Seven hundred and Sixty One.

Signed and Delivered
(where no Stamped Paper is Procurable)
being first duly interpreted by

This Paper Writing was shewn to Pupiah at the time of his Examination

Examination before me in a Cause depending in the Mayors Court at Madraspatnam wherein Andrew Rose of Fort Saint George Merchant is the Complainant and Neelakaundaher of the same place Merchant is the Defendant, this 11th day of April Anno Domini 1765.

Richard Latham
Examiner

In the Name of God Amen Andrew Rose of Fort Saint George as well in his own Name, as in the Name or Names of whosoever it doth or may concern doth make Insurance and causeth himself and them to be Insured Lost or not Lost at and from the Port of Batavia to the port of Madras upon the Snow Success, burthen two hundred Tons or thereabouts whereof is Master Under God for this present Voyage Thomas Austin, or whoever else shall be Master of the said Snow, or by whatever Name or Names the said Snow or Master is or shall be named or called, or upon any other Ship Snow or other Vessell, which shall Depart from Batavia at any time after the Sixteenth Day of October, in the Year one thousand Seven hundred and Sixty one and before the Sixteenth day of August in the Year one thousand Seven hundred and Sixty two whether under English or Dutch Colours, or whether Navigated by an English or Dutch Master or Officers, Consigned to Charles Bourchier Esqr and the rest of the Owners of the Success Snow on their Account. And also upon all kinds of Goods Merchandize or Monies whatsoever, laden or to be laden on board the said Snow Success or on board the said Ship, Snow or other Vessell as aforesaid, during the term of the present Voyage beginning the Adventure upon the said Snow Success or upon the said Ship, Snow or other Vessell and upon the said Goods Merchandize or Monies whatsoever from and immediately following the time of their being Shipped and the Departure of the said Snow Success or of the said Ship, Snow or other Vessell with the said Goods

Merchandize

Merchandize or Monies from the said Port of Batavia and so shall continue endure, untill the said Snow Success, or the said Ship Snow, or other Vessell shall be arrived at the several Ports, where the said Snow Success, or the said Ship Snow other Vessell shall have Occasion to go or come during the term of the present Voyage, such Goods Merchandize or Monies, shall at Madras aforesaid be safely landed And it shall be lawfull for the said Snow Success, or for the said Ship Snow or other Vessell aforesaid, in this Voyage to Stop or Stay in any port or place whatsoever without Prejudice to this Insurance And the said Snow Success or the said Ship Snow or other Vessell, with the said Goods Merchandize or Monies, by Agreement shall be valued at the Sum of ten thousand Star Pagodas without further Account to be given by the Assured for the same Touching the Adventures and Perils, which we the Assurers are Contented to bear, and do take upon us in this Voyage, they are of the Seas Men of War, Fire, Enemies, Pyrates Rovers, Thieves, Letters of Mart and Countermart, Surprizals takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes or people of what Nation, Condition or Quality Soever, Barratry of the Master or Mariners, and all other perils, Losses and Misfortunes that are or may come, to the hurt Detriment or Damage of the said Snow Success, or of the said Ships Snow or other Vessell with the said Goods Merchandize or Monies, or any part thereof. And in Case of any Loss or Misfortune it shall be lawful for the Assured his Servants Factors or Assigns, to use labour and travel for in and about the defence, safe Guard and Recovery of the said Ships Snow, or other Vessell, with the said Goods Merchandize, or Monies or any part thereof without Prejudice to this Insurance. And it is agreed by us the Insurers, that this Writing or Policy of Insurance, shall be of as much force and Effect, as the surest Writing or Policy of Insurance heretofore at any time made And so we the Assurers are Contented and do hereby Promise, and bind ourselves, our Heirs Executors and Goods to the Assured his Heirs Executors, Administrators and Assigns for the true Performance of the premises Confessing ourselves paid the Consideration Money due unto us for this Assurance by the said Andrew Rose, after the Rate of four Star Pagodas for every hundred and further we the Assurers do hereby Covenant Promise and Oblige ourselves, our Heirs Executors

Administrators, or other Successors, and also our Goods and Chattles in case of Loss happining (which God forbid) to satisfy and pay the Sum herein Insured, upon the Abatement only of ten Pagodas for every hundred and no more provided always that we pay the Sum of Money by us so assured, at the Expiration of Six Months after proper Notice thereof being given to us the Assurers thereunto no Abatement whatsoever to be made, but we to pay the full Sum by us Insured, any usage or Custom, to the Contrary Notwithstanding. In Witness whereof we the Assurers have Subscribed our Names, and the Sums by us severally Insured in Fort St George this fifteenth Day of April in the year one thousand Seven hundred and Sixty two

Signed and Delivered
(where no Stampied Paper is to be had)

I do hereby declare that the above Insurance is Effected by Me for the Account of Charles Bourchier Esquire and the rest of the Owners of the Success Snow

Fort St George 15th May 1762

Andrew Ross

This Paper Writing was Shewn to Paupiah at the time of his Examination before me in a Cause depending in the Mayors Court at Madraspatnam wherein Andrew Ross of Fort St George Merchant is the Complainant, and Nulla Saunbaker of the same place Merchant is the Defendant, this 11th Day of April Anno Domini 1765.

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Andrew Ross Complainant
and Nulla Saunbaker ..... Defendant

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

Paupiah of Madras Dubash Aged 37 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11th day of April 1765 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Canapah who left a note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn & Examined Deposeth

As followeth.

To the first Interrogatory this Deponent saith, he has known the Complainant 5 or 6 Years, and the Defendant 15 Years or thereabouts

To the Second Interrogatory this Deponent Saith, he did see the Paper Writings Marked A and B now shewn to him, signed sealed and Delivered by Neela Caunlaker, Gocul Tervardy, Ballkistnadoss, and the other Persons under written, whose Names this Deponent does not remember Coja Shamir Sultan gave the Paper Writing Marked A to this deponent and told him to Carry it to the Guzarat Merchants, and tel them there were some Goods belonging to Mr. Andrew Ross at Batavia, which were to be skipped from thence and brought to Madras: and to ask whether they would insure them, to which they consented and Signed and Sealed the Policy of Insurance, being the paper Writing Marked A in this Deponents Presence — some time after Coja Shamir Sultan gave the other Paper Writing Marked B to this Deponent, together with that marked A and told him to carry them both, to the same Guzarat Merchants, and tell them the Goods were still at Batavia and as in the Paper Writing Marked A the Name of the Vessell that was to bring the Goods was not Mentioned, he had Made out afresh Writing wherein the Name of the Vessell was inserted, and Desired them to Sign that, the Guzarat Merchants Agreed, and accordingly Signed and Sealed the said Paper Marked B in this Deponent Presence — then cancelled the Paper Marked A

To the third Interrogatory this Deponent saith, he did shew the Paper Writing Marked B to the Defendant before his Signing and Sealing: that the Defendant and the other Merchants who signed therein, did ask this Deponent what was the Contents of it, he told them the same as that in the Paper Marked A only the name of the Vessell that was to bring the Goods from Batavia, was inserted, omitted in the Paper Marked A they then all Signed and Sealed the said Paper Writing marked B and delivered it to this deponent, who gave it to his Master and he to Mr. Andrew Ross more this deponent deposeth not, to this, or to the Last Interrogatory

Richard Lathom Examiner

[illegible]

Invoice of Sundrys Shipt on board the Snow Success on Account and Visque of Charles Bourchier Esqr. &ca. Owners of that Snow Vizt.

			Rix dollars
Arrack	52 Leaguers Guaging @ 155 Gallons each 50/2		
	Leaguers a Vixt. 55	2777.24	
	18 third Leguers Do.	297.24	3075
Coffee	72 Bales 72 Cwt. 6/2		468
Camphire Japan	300 Cannesters Poizing		
	grois 38221 lb		
	Tare 20 lb 6000		
	Netto 32221 a Vixt. 70 ℔	125 lb	18043
Sugar Candy	40 Cannesters Nett 12722 Cat 1/4 lb @ 9 ℔ Do.		1145
Sheathing boards	379 @ 14 Rixt. ℔ 100		53
	Charges	Rix Dollars	22784
Praw and Cooley hire			60
		Rix Dollars	22844

Batavia 14 April 1762 Errors Excepted John Herbert

Invoice of Stock and Block of the Snow Elizabeth on Account and Visque of Charles Bourchier Esquire &ca. Owners of the Snow Success Vizt.

Duplicate

Cost of the Vessell, Stores &ca. included		15000	
Cash paid Captain Austin ℔ Vect. for impressing People		307.12	
Beef 2 Casks	35	70	
Rice 3 Coyans	46	138	
Fish		50.12	
Fire Wood		40	
Water in twelve half Leaguers 14 thirds and 17 hhds. wth. felling and		170	
Pass		100	
		875.24	15875.24

Carried Over

Brought Over

Arrack ..... 40 hhds 5 Butts } Gauging @ 155 Gallons ℔

Leagues ..... Leags 21 90 } 111 ..... 5700 ℔

Leags 125 } 130 ... 55 ..... 8250 ... 13950

80 thirds ..... 24 }

2 halfs ..... 1 }

Sappanwood ..... 37150 Catty @ 2½ ..... 928 ... 36

Planks ..... 1 Inch ..... 100 ..... 45 ...

Sheathing Boards ..... 300 ..... 14 ..... 70 ...

1143 ... 36

Rixdollars ... 2086 ...

Batavia 18 June 1761

Errors Excepted

p.t Hellbrezat

James Bennett

D.o

The Owners of the Success Snow

To Imprest and Outfitting	Pags 1700 ...		By the following Pags fas[illegible]		
Charges	1622 24 7	3322 24 7	— cerns Charles Bourchier	387 21 11½	
To Interest Amounting to Pagodas	1707 11 26		Henry Dan Sittart Esqr	2700	
Deduct for Privilege ½	2826 7 77	1423 3 35	Andrew Ross ½	2025 28 17	
			Clarke and Russell	196 34 8	
			James Hay	196 34 8	
			Joseph Huston	2273 17 45	
				1761 11 27 42	
Pagodas	1761 11 27 42		Pagodas	1761 11 27 42	

Fort St George 25 October 1760

Errors Excepted

p.t Chas Bourchier

Andrew Ross

Walter Clarke

Jno Hay

Joseph Huston

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 Andrew Ross is Complainant and Nellacumbauker 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 Paupiah ..... 2 ..... Did you or did you not at any time or times carry and tender to the Defendant all Written Instrument or Instruments, If Yea what Instrument or Instruments, and by whom was you sent and what was the Purport of the same, and what Message or Orders had you to Deliver Regarding the same, and in what Language was the Instrument or Instruments wrote of what Date or Dates and what was the Consequence or Answer you Receiv'd to Your Message, the whole you know touching this Matter to the best of Your Knowledge fully and Particularly Declare

To Neela Tagapilly ..... 3 ..... Was you or was you not Present when Paupiah Brought a Written Paper or Papers to the Defendant, If Yea, who did He Say sent him and what was the Purport of the Paper or Papers and what Message did he Deliver from his employer, with the Paper or Papers and what Answer did he Receive the whole you know Relative to this Matter fully and Particularly Declare

To Defen ..... 4th ..... Do you know, or Do you not know, the Extract now shewn you, If yea is it a true and just Extract or is it not, and from whose Books was it taken, and what Person or Persons minuted it the whole You know touching this Matter and how You came to know the same fully and Particularly Declare

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

Willm Cranwell

Attorney for the Defendant

This Paper Writing was shewn to Dossa at the time of his Examinat
before Me, in a Cause Depending in the Mayors Court at Madraspatnam
wherein Andrew Rose of Fort St George Merchant is the Complainant an
Nellacumtaukher of the same Place Merchant is the Defendant this 15th
Day of May Anno Domini 1765.

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Andrew Rose Complainant
and Nellacumtaukher ..... Defendant

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

Pauppiah of Madras Bramin Aged 26 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant was on the
15th day of May 1765 shewn at the Office of Mr Charles Bramley
Attorney for the Complainant by Conapah who left a note of the name
Title and Place of Abode of the said Deponent and afterwards on the
same day being Sworn and Examined Deposeth as followeth

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

2d To the Second Interrogatory this Deponent Saith he was sent by Coja Shamier
Carry a Policy of Insurance wrote in English to the Defendant and to tell him
there were some Goods at Batavia belonging to Mr Andrew Rose, which he
wanted to insure from thence, here: the Defendant agreed to insure them, and for
that Purpose signed the above said Policy of Insurance, with some other Merch
ants this Deponent then carried back the said Insurance Paper and deliver
it to Coja Shamier: some time after Coja Shamier gave to this Deponent the
above said Policy of Insurance together with another, to carry to the defendant
and to tell him the Goods were still at Batavia: and that as in the Policy
of Insurance which he had Signed, the Name of the Vessell that was to bring
them was not mentioned he had sent him another, wherein the Vessells name was
inserted, and desired he would Sign it: the Defendant with the other Merchants
Accordingly Signed the same, and cancelled the former this Deponent delivered
the fresh Insurance Policy to Coja Shamier and more he saith he cannot Recollect
positively to depose in answer to this, or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Andrew Rose Complainant
and Nellacumtaukher ..... Defendant

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

Neala Ragoopathy 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 May 1765 shewn at the Office of Mr Charles Bramley Attorney
for the Complainant by Conapah who left a note of the Name Title and Place
of

of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

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

6d 3 To the third Interrogatory this Deponent saith, he was weighing Coral at the Defendants house, when Paupiah came in, bringing with him a Paper, wherein he told the Defendant, the Names of the Captain and the Ship were inserted and that he had better minute them both, down in his Books this Deponent asked the Defendant whose Insurance it was? he said Mr. Andrew Ross — more this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Andrew Ross Complainant and Nellacuntauker ..... Defendant

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

Dossa of Madras Writer Aged 20 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Defendant was on the 15th day of May 1765 shewn at the Office of Mr. Charles Bromley Attorney for the Complainant by Conapah who left a note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, he has known the Complainant 5 or 6 Years, and the Defendant 8 Years or thereabouts

4th To the fourth Interrogatory this Deponent Saith, he does know the Extract Now shewn to him, to be a true and just one, as it was minuted by himself from the

the Defendants Books — more this Deponent deposeth not to this, or to the last Interrogatory.

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Tuesday the 20th Day of August Anno Domini 1765

Present

L.S.

Claud Russell Esquire Mayor

Peter Mariette — John Debonaire

Thomas Powney — Edward Raddon and

Arthur Cuthbert — Aldermen

Mayors Court

Between Andrew Ross of Fort Saint George Merchant &c. Owners of the Snow Success Complainant and Nellacuntauker of Madrass ..... Merchant 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 the Defendants Answer, the Replication, the Rejoinder, The Interrogatories and Depositions on the part of the Complainant with two Policys of Insurance annexed, the Interrogatories and Depositions on the part of the Defendant On hearing the Pleading made Use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Policy of Insurance on which the Complainants found their demand was Regularly Executed & that the Risque thereby Insured

Insured was upon the Snow Success which arrived safe here as well as upon the Elizabeth Snow which was Lost; This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Amount of the Sum insured by him ... with Interest, that the Defendant shall be Allowed an Average in Proportion as the Amount of the Cargoe of the said Snow Success from Batavia to this Place with the Produce for which she sold on her Return hither bears to the amount of the Cost and outset of the Elizabeth and her Cargoe agreeable to the Invoice produced — and that the Coast of Suit shall be paid by each Party in Proportion as they have Prevailed in their Suit ...

Hur

Court of Appeals at Madrasspatnam } Ss

Friday the 24th July 1767

Between Andrew Ross &c. Owners of the Snow Success ..... } Appellants

Nealacuntauker ..... Respondent

This Cause coming on this day to be heard and debtated before this Court by the Attornies on both Sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of this Honble the Mayors Court to Gether with the Decree of the said Court given in this Cause on Tuesday the 20th day of August Anno Domini 1765 and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Decree of the Honble the Mayors Court given in this Cause do stand confirmed Except with Regard to the Costs of Suit, that the Appellants Petition be hence Dismissed, and the Appellants do pay all the Costs in both Courts

Hur

H. M. Goodlad Clerk

filed 20th } 1767
Read 21 }

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court Your Orator Edward Rylance Carpenter in the Honble Companys Service at Madras Whereas Ralph Taylor of the same place Victualler Stands indebted unto Your Orator in the full and just Sum of One hundred and twenty three Pagodas Ten fanams and Seventy two Cash Current Money of Madras Arising upon a Ballance of an Account Current which Account Current is hereunto Annexed for the Inspection of this Honorable which said Sum of One hundred and twenty three Pagodas Ten fanams and Seventy two Cash after the rate of Eight Shillings for every Pagoda will Amount to the Sum of Forty Nine Pounds, Six Shillings and three Pence or thereabouts lawfull 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 Ralph Taylor of the said Sum of One hundred and twenty three Pagodas Ten fanams and Seventy two Cash But now so it is may it please this Honble Court that the said Ralph Taylor obstinately and willfully refuses to give your Orator any Manner of Satisfaction touching the premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience.

To the End therefore that the said Ralph Taylor may upon his Corporal Oath a true and perfect Answer make to all and Singular the matters and things herein before setforth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again aepeated and interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and twenty three Pagodas ten fanams and Seventy two Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Ralph Taylor to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and

appear

appear before this Honorable Court prefixed and Appointed then and there to Stand and abide by such Order and Decree therein as to this Honorable Court Shall seem Meet

20th April 1767 This Bill being shewn to Me between the days of Adjourment Let a Summons Issue ....

Phillip Reeffer
Attorney for the Complainant

Anth Sadlier
Mayor

Dr Ralph Taylor in Account Current with Edward Rylance Cr

1766 Decr	15th	To 2 Dozens of Europe Chairs	81	"	"	By Cash Received	40	"	"
		To 2 Dencing Tables	15	"	"	By Ballance due	123	10	72
		To 1 Couch	8	"	"				
		To 1 Mahogany Bureau	25	"	"				
		To 2 Sheathing Boards	1	8	32				
		To 1 Palmar	"	7	"				
		To 3 Carpenters Making Shelves	"	9	"				
		To 4 Bolts ... ℔	"	24	"				
		To 3 Lamp Irons ... 14	1	7	"				
		To 3 Small Do ... ℔	"	3	"				
		To 7 Iron rods and 14 Eyes 32	2	28	"				
		To 1 New Door frame	10	26	"				
		To Reparing the Door	3	31	40				
		To Do Rattan frames	"	30	"				
		To 6 Looking Glass hooks	"	5	"				
		To 2 Square Armed Chairs	7	"	"				
		To 2 Lanthorn Flowers	6	"	"				
		Pagodas	163	10	72	Pagodas	163	10	72

Fort St George 7th April 1767
Errors Excepted
Edwd Rylance

Mayor's Court at Madraspatnam

Tuesday the 4th Day of Augu[illegible] Anno Domini 1767

(L.S.)

Present
Anthony Sadlier Esquire Mayor
Peter Mariette — Thomas Powney
Edward Stracey — and John Hollond
Aldermen

Mayor's Court

Between Edward Rylance Carpenter in the Honble Company's Service Complainant and Ralph Taylor of Fortsaint George Victualler Defendant

Stappearing 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 One hundred and twenty three Pagodas ten fanams and Seventy two Cash (Pagodas 123 10 72) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Cur

Filed 6th October
Read 7th Do. } 1766

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Charles Tod Lieutenant Colonel in the Honorble Untid English East India Companys Troops that Shattan Cherry Sheshey Iyer, Shadashevan, Paymahoor Iyavaken, Calleapetty Tremaleangar, Velley Pootoor, Iyawar Iyah, Chittanacahoor Chedambarrah Moodelly, Chedandry Perriah Modelly, Tantarey Vasandah Modelly, Killah Vellum Patcheapah, Comrapooley Mattatoo Vencatashaw Naik, and Moodu Knaik, All of Sallawauck Inhabitants but at Present of Madras stand Jointly and Seperately indebted unto Your Orator by their Writing Obligatory bearing date the twentieth day of October in the Year one thousand Seven hundred and Sixty three in the Sum of Fourteen hundred Pagodas Current of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of five hundred and Sixty Pounds For that Whereas the said Shattan Cherry Sheshey Iyer, Shadasheven Paymahoor Iyavaken, Calleapetty Tremaleangar, Velley Pootoor, Iyawar Iyah, Chettanacahoor Modelly, Chedandy Perriah Modelly Tantarey Vasandah Modelly, Killah Vellum Patcheapah Comrapooley Mattatoo Vencatashaw Naick, and Moodu Naick did by their Obligation of the aforementioned Twentieth day of October One thousand Seven hundred and Sixty three Acknowledged to have borrowed and Received of Major Charles Campbell now Colonell Charles Campbell the Sum of One thousand Four Hundred Star Pagodas and that they would pay the same with Interest on or before the Seventeenth day of January next ensuing the date of the said Obligation And Whereas the said Writing Obligatory by an Endorsement over to Your Orator bearing date the Twenty Sixth day of September One thousand Seven hundred and Sixty Six under the Hand of John Turing as the Attorney of the said Colonel Charles

Campbell becomes the property of Your Orator as will morefully appear by the Writing Obligatory a Translate whereof is hereunto annexed for the inspection of this Honorable Court together with the Endorsement under the Hand of the said John Turing And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Shattan Cherry Sheshey Iyer, Shadashevan, Paymahoor Iyavaken, Calleapetty Tremaleangar, Velley Pootoor Iyawar Iyah, Chittanacahoor Chedambarrah Modelly, Chedandy Perriah Moodelly, Tantarey Vasandah Modelly, Killah Vellum Patcheapah Comrapooley Mattaloo Vencatashaw Naick and Moodu Naick.

But now so it is and may it please this Honorable Court the said Shatton Cherry Shesher Iyer, Shadashevan, Paymahoor Iyavaken, Calleapetty Tremaleangar, Velley Pootoor Iyawar Iyah, Chittanacahoor Chedambarrah Modelly, Chedandy Perriah Moodelly, Tantarey Vasandah Modelly, Killah Vellum Patcheapah, Comrapooley Mattaloo Vencatashaw Naick and Moodu Naick obstinately and wilfully refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator Prays a General Relief such as to this Honorable Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Shatton Cherry Shesher Iyer, Shadashevan, Paymahoor Iyavaken, Calleapetty Tremalengar Velley Pootoor Iyawar Iyah, Chittanachoor Chedambarrah Moodelly Chedandy Perriah Modelly, Tantarey Vasandah Modelly, Killah Vellum Patcheapah Comrapooley Mattalo Vencatashaw Naick, and Moodu Naick, may upon their Corporal Oaths true and Perfect Answer make to all and Singular the matters and things herein before Setforth and alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Interrogated and be decreed to pay unto Your Orator the aforesaid Sum of Fourteen hundred 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 Shatton Cherry Shesher Iyer, Shadashevan, Paymahoor Iyavaken Calleapetty

Calleapetty Tremaleangar, Velley Pootoor, Iyawar Iyah, Chittanacahoor Chedambarrah Modelly, Chedandy Perriah Modelly, Mattalo Vencatasha Naick, and Moodu Naick, to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and Place to be by this Honorable Court Prefixed and Appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

This Bill of Complaint was shewn to me between the Days of Adjournment and the Debt Sworn to, Let a Summons Returnable Immidiately issue together with a Warrant of Arrest

Chas. Tod
Charles Bromley
Attorney for the Complaint

Arthur Cuthbert
Mayor

Translate of the Sallawauk Inhabitants Bond to Mr. Campbell Dated 20th October 1763.

We the Inhabitants of the Country of Sallawack, Shattan Cherry Sheshey Iyer, Shadasheven, Paymahoor Iyavahen, Calleapetty Tremaleanger Velley Pootoor Iyawar Iyah, Chittanacahoor Cheddambarrah Moodelly, Chedandy Perriah Modelly, Tondarey Vasandah Modelly, Killah Vellum Patcheapah, Shallawack District Account Comrapooley, Mattatoo Vencatashaw Naick and Moodu Naick, have borrowed and Received of Major Campbell, the Sum of 1400 Current Pagodas of Madras to run at Interest after the rate of 3 Pagodas ℔ Cent ℔ Mensem which we Promise to Discharge on or before the 17th day of January Next, This Obligation we have with our free Will Ordered to be Drawn, and Signed thereto this 20th day of October 1763.

(Signed)

(Signed)

Witness
Bommerajah Parum Verrapdayah
Valleporum Veerago Modellare

A True Translate as near as can be from the Original Malabars by Cunacapah Court Interpreter

Charles Bromley
Attorney for the Complainant

Sheshah Iyah
Shadashewah
Iyawar Iyah
Tremalley Iyah
Iyawar Iyen
Shedambram Modelly
Perriah Modelly
Vasandapen
Commaren
Matatu Vencatashen Naick
Mootu Naick

Read and filed
28th October 1766

The Answer of Shattan Cherry Sheshy Iyer, Shadshavan, Paymahoor, Iyavahen, Calleapetty Tremalengar, Velly Pootoor Iyawar Iyah, Chittanacahoor, Chedambarrah Moodelly, Chedandy Perriah Moodelly Tontarey Vasandah Moodelly, Comrapooley and Moodu Naick all of Salawack but at Present of Madras Inhabitants Defendants to the Bill of Complaint of Charles Tod Lieutenant Colonel in the Honble United English East India Company's Troops 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, Untruths Uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained, for

Answer thereunto or unto so much thereof as they these Defendants are Advised doth Materially Concern them to make Answer unto they Answer and Say that they absolutely deny to be Indebted to the Complainant or to Major Charles Campbell or to his Attorney John Turing for him or otherwise in the sum of Fourteen ... hundred Pagodas Currant Money of Madras upon their pretended Obligation dated the twentieth day of October which was in the Year of our Lord One thousand Seven hundred and Sixty three as is most Unjustly Setforth in the Bill of Complaint or in any other Sum or Sums of Money whatsoever as these Defendants hope to make Clearly appear to this Honorable Court by the following Narrative which these Defendants hope will illucidate the Merits of these Defendants Case and to which these Defendants beg the Attention of this Honorable Court that in or about the Month of August which was in the Year of our Lord One thousand Seven hundred and Sixty One, One Vencatarayen and Ragadeva Rayen Rented the said Country of Salawauck of which these Defendants were the Chief or ... Principal Inhabitants of and from His Excellency the Nabob Mahomed Ally Cawn for which said Country these Defendants and the rest of the Inhabitants of the said Country did Usually pay to the Renters thereof the half of the Profits or Produce of all the Grain that did arise or was Produced in the said Country which half of the said Produce did Usually Amount to between the Sums of Nine and ten thousand Pagodas P Annum but instead of which they the said Renters imposed on these Defendants and by Compulsion as well as by threats and Menaces together with many unlawfull Usages and after ... having Confined these Defendants and several of the other Inhabitants fifteen Days Obliged these Defendants and several of the other Inhabitants of the said Country to grant them a Bond in or about the Month of December in the said Year one thousand Seven hundred and Sixty one for Eighteen thousand five hundred Pagodas in Lieu of between Nine and ten thousand Pagodas on Account of the half Produce of the said as aforesaid Notwithstanding which about Six Months after they gave the said Bond to the said Renters they the said Renters Confined these Defendants again and did beat and ill treat them & Obliged these defendants by Compulsive Methods to give them a Security for the said Sum of Eighteen thousand five hundred Pags which Violent Proceedings these Defendants not being able to bear or Submit to

to any longer applyed to and Requested of one Veeragoo Reddyar to Stand Security to the said Renters for the said Sum of Eighteen Thousand five hundred Pagodas so Imposed upon these Defendants and other Inhabitants as aforesaid which he did, And these Defendants and the other Inhabitants who had Executed the said Bond as aforesaid were Obliged to Sell their Jewells Houses Lands Cattels and Pawn their Share of the Priviledges Profits or Produce of the said Country to others in Order to make up and Raise the said Sum of Eighteen thousand Five hundred Pagodas which they did and were Obliged to pay the same to the said Renters about Eight Months after they gave the said Bond as aforesaid and Discharge him the said Veeragoo Reddyar from his said Security and these Defendants further Say that about a month after they had so Discharged the said Bond as aforesaid they Perceiving by the behaviour of the said Renters that they the said Renters intended to impose upon them again for a further Sum of Money they these Defendants as well as the other Petty Inhabitants of the said Country of Salawauck were Obliged to quitt the said Country of Salawauck and go to Chinglepat, but not Longer after their Arrival there one Meer Saib and Anambayah the Principal Men appointed by the Nabob to Look over his Affairs upon hearing that these Defendants and other Petty Inhabitants had fled from the said Country of Salawauck to Chinglepat sent two Cowles to them under their respective Hands the Cowle sent by the said Meer Saib under his hand & Seal both bearing date the Eighteenth day of August in the Year of our Lord one thousand Seven hundred and Sixty Five wherein they Promised to do them Justice if they would but come down to Arcot Translate of which said Cowles Marked A and B are hereunto annexed for the inspection of this Honorable Court and the Original thereof are in these Defendants Possession and Ready to be Produced when ... Required and these Defendants in Consequence of the said Cowles Intended ... going to Arcot but before they could proceed on their Journey the said two Renters upon hearing of their Intentions immediately left Salawauck and came down to Chinglepat where these Defendants and the said other Inhabitants were and applyed to one Vencatachellam Modelly Dubash to the Complainant who was then Chief at Chinglepat and Requested of him to send for these defendants and

and Oblige them to grant the said Renters an Obligation for the Sum of Two thousand five hundred and thirty one Mamodelly Pagodas three fanams and Sixty Cash which Sum they Pretended was due to them on Account of Servants Wages, Interest of Money and other Petty Expences and they told the said Vencatachellum Moodelly that if he Could Procure these Defendants to give the said Bond they would let him have five Villages at a Cheap Rate and make him some Presents accordingly when these Defendants were about going to Arcot as they were Desired to do by the said Meer Saib and Anantayah they the said Renters by the help of the said Vencatachellum Moodelly the Complainants said Dubash prevented these Defendants from going and drew out a Bond in the Name of the Complainant as if these Defendants and others to the Number of Nineteen Persons had borrowed of and from the Complainant the said Sum of Two thousand five hundred and thirty One Mamodelly Pagodas three fanams & Sixty Cash which Bond is dated the Twenty third Day of August in the said Year One thousand Seven hundred and Sixty Two and made Payable in four Months without Interest with which these Defendants and the Rest of the said Inhabitants being Acquainted and Apprehending they would Oblige these Defendants to Execute the said Bond they all left Chinglepat the same night except four of them who were Caught and Confined at the House of the said Vencatachillum Moodelly the Complainants said Dubash who obliged them to sign the said Bond for two thousand five hundred and thirty One Mamodelly Pagodas three fanams and Sixty Cash Promising them a Counter Agreement or Bond upon which the said Renters Offered to give three of these Defendants and one Veeragoven Iyen since deceased who were the four persons that were Caught and Signed the said Bond as aforesaid and also the other Inhabitants of Salawauck an Agreement from Under their Hands or the hands of one of them on Account of them both Certifying that if the said Renters had any Money deducted out of the last Years Farm from the Nabob then all the said Inhabitants of Salawauck should have According to what the Vooturoomeroor Country Inhabitants should have for their Share thereof which said Agreement the said Vencatarayen Executed on Account of both the said Renters which Agreement the said three of these Defendants & the said Veeragoven Iyen rejected & also refused to Execute the said Bond of Two thousand five hundred

Hundred and thirty one Mamodelly Pagodas three fanams and Sixty Cash but by force Compulsion they were obliged to Execute it and receive the said Counter Bond or Agreement Translates of which Bond Marked C and of the said Agreement Marked D are hereunto annexed for the inspection of this Hon'ble Court & the Originals thereof are in these defendants Coustody and ready to be produced to this Hon'ble Court when required the Names of which three Defendants who Executed the said Bond as aforesaid are Iyawar Iyah Chedambarrah Moodelly and Comrapooley and immediately after the said three defendants had Executed the said Bond as aforesaid they the said Renters Returned to these Defendants the Security Bond of Veeragoo Veddyar which was given to them for the said Sum of Eighteen thousand five hundred Pagodas as aforesaid but the said three Defendants were Possitively of Opinion the said Counter Agreement was given them for no other purpose than that the other of these Defendants upon hearing of it might go up to them which Bond of Two thousand Five hundred and Thirty one Mamodelly Pagodas three fanams and Sixty Cash which the said three of these Defendants had Signed as aforesaid, they the said Renters Carried and Mortgaged the same to the said Vencatachellum Modelly the Complainants said Dubash have five Villages at a very Cheap Rate and made him a Present of the Sum of Two Hundred Pagodas by Giving him their Interest Bond for that Sum on Which Account the Complainants said Dubash accordingly lent them the said Sum of one thousand Pagodas upon their Mortgage Bond in the Name of the Complainant & about a Month afterwards by the many Complaints made by the several Inhabitants of Salawauck to the said Meer Saib and he having heard also of the said Renters ill usage of these Defendants and others he the said Meer Saib took the said Country away from them the said Renters and turned them out of it bidding them go about their Business, and about three Months afterwards the said Vencatachellum Moodelly the Complainants said dubash on hearing that the said Renters were turned out of the said Country sent about Ten Seapoys after these Defendants and the other Inhabitants of the said Country with Order to Seize them and Carry them to the said Vencatachellum Modelly at Chinglepat and they Accordingly Arrested the three of these Defendants and the said Veeragoven Iyen who had Signed the said last mentioned Bond as aforesaid and Seven others of the Inhabitants of

Salawauck and brought them to Chinglipat to the House of the Complainants said Dubash Vencatachellum Moodelly, and there Obliged another of these Defendants to Sign the said Bond of two thousand Five hundred and thirty One Mamodelly Pagodas three fanams and Sixty Cash, whose name is Calleapetty Tremalenger & thereupon demanded of them the Account thereof and the said defendants Replyed that they had never borrowed any money from him nor from the said Renters who Mortgaged the Bond to him and therefore Refused to Comply with his demand and told him He might make his Demand of them who Borrowed the Money from him, upon which the said Vencatachellum Moodelly Ordered these Defendants to be Confined Two Days and Prevented them from having any Victuals to Eat but as they could not any longer Starve or bear the Cruel and Violent Usage made Use of by him to these Defendants and such ill Treatment the other Seven Persons or Inhabitants of Salawauck so Seized and Confined as aforesaid did also set their hands to the said Bond which was the only thing he then Required them to do, notwithstanding which He Ordered the said Four Defendants and the said Seven Inhabitants to be Confined again at a House a little Distance from his House where they were kept Eight days and again beat and ill treated, when their intimate friends upon hearing the same immedeately satout for Madras with intentions to Address their Complaints to the Honble George Piget Esquire then Governor of this place with Respect to the above unlawfull Proceedings of the said Vencatachellum Moodelly the Complaints said Dubash for which they hoped to Obtain Redress and Satisfaction for such ill Treatment, but before these Defendants friends had put the same in Execution the said Vencatachellum Moodelly's Attorney Rudaraga Punduthar wrote a Letter and informed him of their Intentions who on the Receipt of the said Letter Released these Defendants from their said Confinement and earnestly Requested of them at the same time to send for their friends who were gone about making their Complainants on the Subject on these Defendants be half and to prevent them from so doing, Promising that he would have Nothing further to do with these Defendants which Request these defendants Accordingly Complyed with Notwithsanding his said ill Treatment & Notwithstanding his said Promise about Eight months afterwards

he the said Vencatachellum Moodelly the Complainants said Dubash made an Unjust Complaint to Major Charles Campbell then Chief of Vellour against these defendants who sent four Seapoys and Arrested Seven Persons Five of whom were these defendants who Signed the said Bond now Sued for, and Two others who Signed the Bond of Two thousand five Hundred and thirty one Mamodelly Pagodas three fanams & Sixty fash when the said Major Campbell ordered the said Five of these Defendants and the said other Persons to be Confined where they Remained for the space of Eight days with Cruel Usages as before mentioned, when the said Mr. Campbell sent for the said five Defendants and others, when these Defendants and the said others Persons informed him of every thing which had happened as aforesaid and the said Mr. Campbell finding the afair very intricate and perlexing he would not trouble himself with it any further but sent them to the aforesaid Meer Saib at Arcot with the said Complainants by his Dubash to Settle it, who Ordered the Dispute to be decided by Arbitration and Accordingly Arbitors were indiffirently Chosen by them and the aforesaid two Renters Vencatarayen and Raganada Rayen and they Executed Penalty Bonds to abide by the Award of the Arbitrators and the said Meer Saib Ordered his Subadar to Attend the Arbitrators till the affair should be Settled and the Arbitrators accordingly Assembled and thought proper to Award that if the Renters had mentioned the aforesaid Bond of Two thousand five hundred and thirty one Mamodelly Pagodas three fanams and Sixty Cash in the said Bond of one thousand Pagodas in favor of the Complainant then and in such Case they the Renters should be obliged to pay and Discharge the said Bond of one thousand Pagodas with Interest thereon, but if it be inserted therein that the Amount thereof was to be taken out of the produce of the said Country of Salawauck they the said Renters were then also Directed to pay it provided the Country of Salawauck was not taken away from them when the said Bond became due, but if the same was taken from them before the Bond became payable then these defendants and the other Inhabitants of the said Country were to pay it and not otherwise the said Vencatachellum Moodelly thereupon asked the Arbitrators what was to be done if the said Bond of one thousand

thousand Pagodas did not Contain the above Conditions the Arbitrators then said that if the said Venters had given the Complainant a Common Bond and not as above Conditioned for the said Sum of One Thousand Pagodas then both these defendants and the other Inhabitants were to pay one half of it and the Venters were to pay the other half of the said Bond & afterwards they the said Arbitrators ... though proper to Order the said Vencatachellum Moodelly the Complainants said Dubash to produce the said Bond of One thousand Pagodas who told the Arbitrators that he had left the said Bond at Madras but Promised to send for it within five days time and for that purpose he granted the said Arbitrators a Certificate from under his hands so to do and these Defendants and the other Inhabitants of the said Country and the said Renters also jointly and ... Seperately granted them a Certificate to abide as they had above awarded should the said Bond of one thousand Pagodas Contain the Conditions abovementioned a Copy of which Certificates are in these Defendants Custody and ready to be produced to this Honorable Court when Required And about three days after the Signing of the said Certificates the said Vencatachellum Moodelly the Complainants said Dubash went and Requested the said Meer Saib his permission to Come down to Madras telling him that his Master the Complainant was about to depart for Europe and that it would not appear well if he was not present and if he would send the Defendants and the other Inhabitants of the said Country down along with him to Madras he would them the above Bond of one thousand Pagodas and abide as above Adjudged which Request the said Meer Saib ... Acquiescesed with and the Defendants and the said other Inhabitants were Ordered to go with him the Complainants said Dubash to Madras and they Accordingly left Arcot for that purpose and went as far as Conjeveram where they were Informed that all the Villages were Rented by the Company and there he the said Vencatachellum Moodelly Arrested these Defendants again and Ordered them to be Carried and Confined in his House at Chinglepat for eight days together and beat and treated these Defendants in a Vivellent Manner and Demanded of them the Amount of the said

Bond

Bond of one thousand Pagodas which with Interest thereon after the Rate of thirty Six ℘ Cent ℘ Annum Amounted to fourteen hundred Pagodas otherwise to Grant him a Bond for the same in the Name of the said Charles Campbell for which he Accordingly Ordered a Bond to be drawn by one Autoor Veeragoo Reddy and ... Requested the Six of these Defendants who were then Confined to Set their Hands thereto which they refused doing telling him that they never borrowed any Sum or Sums of Money either from him or the said Charles Campbell nor were they Indebted to him in any Sum but by beating and ill treating the said Six Defendants they together with two other of these Defendants were obliged to Sign it but before they did one Patcheeapah Deserted and tho' his Name is inserted in the said Bond yet he did not Sign it as will appear upon Reference to the said Bond and the Translate thereof which Translate is annexed to the Complainants said Bill of Complaint and three other Persons signed the said Bond in the Room of three of these Defendants without their consent nor did the said three of these Defendants sign to it Notwithstanding their Names are inserted therein (to Wit) Calleapelly Tremalenger did not sign it himself but his son was Obliged by the Complainants said Dubash to Sign it in his Name as well as two others of these Defendants Named Vencatachum Naick and Moodu Naick, Perryah Moodelly was also Obliged to Sign it in their Names, And these Defendants further Say that they Can prove the above Bond of fourteen Hundred Pagodas now Sued for to have been Obtained by the Complainants said Dubash in the Name of the said Charles Campbell by Compulsion and without these Defendants or any of them Receiving any Value or Consideration whatsoever or being in any Manner Indebted either to the said Charles Campbell or the Complainants said Dubash And also that three Days after the said Bond was so ... Executed as aforesaid Valliporum Veeragoo Moodeliar one of the Witnesses to the said Bond was Requested to Attest the same which he did, and then Defendants further Say that the same Night in which they were Compelled to Execute the aforesaid Bond a great Tempest Arrose, by which many of them

Defendants

Defendants and others Houses had been broken or thrown down and Destroyed
on which Account the Next Morning these Defendants were Released when they
immediately satout from thence to their own Country and the said Vencatachillum
Moodelly Returned to Madras with the said Bond of Fourteen Hundred Pagodas
and told the said Mr Charles Campbell that the Persons who were some time
ago brought to him at Vellour had told him that they owed him the said Vencatach-
-ellum Moodelly Nothing but he said they had then given a Bond in his Name
and Produced it to him and on the said Mr Charles Campbells Perusing the
said Bond, tho' he knew Nothing how the said Vencatachellum Moodelly came
by it, Yet he really thought what the said Vencatachellum Modelly had told
him was true, which put him in a passion and he immediately Caused three
Seapoys and one Shubadar to bring these Defendants to Madras otherwise
Ordered them to get the Amount of the said Bond from them, but before they
could take these Defendants they being Apprised of the Sepoys and Shubadars
Coming left their said Country and immediately satout for Madras and
Prefered a Petition to the Governor the Honble Robert Palk Esquire who
sent for these Defendants and took the whole Affair which happened on the
Subject in Writing and Desired the said Mr Campbell to go to him, which
he Accordingly did, when the said Governor read the Petition to him and
made him Acquainted with the Complainant made by these Defendants
against him, when the said Mr Campbell told the Governor that he
knew Nothing of the Matter, but that it was the Doing of the Complainant
said Dubash the said Vencatachellum Moodelly, when the Governor Ordered
these defendants to go about their Business and about a Month afterwards
the said Vencatachellum Moodelly delivered the said Bond to Mr James
Hayes, who went and Spoke to the Governor about it who sent for these
defendants and Ordered them to decide the dispute by Arbitration to which
these Defendants Agreed and Called the said Vencatachellum Moodelly to chuse
Arbitrators, but Mr Hays put it off from time to time for the Space of Ten
Days by telling these defendants that he would Settle it himself if they chose
which these defendants Refused to Comply with and said they would Pursue the Governor

Order

Governors Order and afterwards Arbitrators were Accordingly Chosen and about a month
after which they the Arbitrators Assembled to gether and sent for the said Bond of fourteen
hundred Pagodas which was Accordingly brought to them and they heard every thing
that these Defendants and the said Vencatachellum Moodelly had to Say, the Arbitrators
then Asked these Defendants if they were willing to Submit their dispute to them,
these Defendants told them they were and would stand to whatever Penalty they Chose
to Appoint in case of Nonperformance and the same Question was also put to the
said Vencatachellum Moodelly and He the said Vencatachellum Moodelly Replyed
that if they the Arbitrators would in Secret tell him their intentions how they
intend to Award it he would then Submit his Case to them and abide by their determin-
-ation and be bound in such Penalty as they thought proper to Prefix and not otherwise,
when the Arbitrators finding his Request to be very Irregular and such as they could
not comply with as Mediators they dropt the Affair, these defendants then Attended
on the said Vencatachillum Moodelly for three days to gether and told him that they
would not leave his House without he Settled this Matter with them who then got
one of the said Mr Hayes Peons and turned them away from his House And these
Defendants Remained at Madras for the Space of Six Months leaving their Affairs
in the said Country purposely to put an End to the Complainants said Dubash
Vencatachillum Moodelly's Pretentions, but to no purpose, and their Business Requiring
them to go to their Own Country, they left Madras and went to their own Country again
where they Remained about thirty Months without any Interruption, but on the
Arrival of the Complainant from England He sent Two Seapoys, two Peons and two
Men belonging to the Complainants said Dubash to fetch these Defendants, when
the Venters at Salawauck Refused Sending them without an Order from the Company
but as Soon As the Seapoys and the Rest of them Returned to Madras these Defendants
also immediately Satout from thence to this Place and Preffered their Complaints
to the Governor the Honorable Robert Palk Esquire who sent for these defendants
and Sent them in Company with Moodu Kistnah his Dubash, to the Complainant
when the Complainant Requested of these Defendants to settle the Matter in an
Amicable Manner and that he would not Press them for the payment of all the
Money but would take it little by little by which Means He said he would
be able to Recover what Money was due to him from Different People up the

Country

Country, otherwise he would lose a great deal by it which these Defendants refused doing telling him, that they had not Received the Value of a fanam nor any Consideration whatever on Account of the said Bond and therefore it would be very hard for them to pay the Amount of the aforesaid Bond of fourteen hundred Pagodas or any part thereof which is the same Bond now Sued for on which Account the Complainant Used these Defendants very ill and confined Four of them at a House in the Black Town four days and then Ordered them to be confined in the Polygar House fourteen Days and at last on a Sudden they were Arrested by a Precept issued against them from this Honble Court which ill Treatment these Defendants humbly hope will not Escape the Notice of this Honble Court but that this Honble Court will be pleased to make such Order about it together with these Defendants loss of time and Neglecting their Business as to this Honble Court shall seem Meet and these Defendants further say that they hope by the above Narrative it will clearly appear to this Honble Court that the said Bond now Sued for was Obtained in a fraudulent Unjust and Compulsive Manner and without any Value or Consideration whatever Received by these Defendants or any of them or without their being in any Manner Indebted either to the Complainant the said Charles Campbell or the Complainants said Dubash and also that the said Action so brought by the Complainant against these Defendants as aforesaid is Illegal and Unequitable and such as He by no Means ought or has any right to proceed in and that these Defendants are not liable nor ought to pay the Amount of the said Bond or any part thereof

All which Matters and things these Defendants are Ready to Verify Maintain and Prove in such Manner and form as this Honble Court shall direct and Most humbly pray to be hence Dismissed with their Reasonable Costs and Charges in this behalf most Wrongfully Sustained.

John Sykes
Attorney for the Defendants

A

The 14th August 1762

A Cowle Sent by Meer Saib Cawn from Arcot to the Inhabitants of Salawanc Country

Now being informed by Venagoo Reddy that the Inhabitants of Salawanck Districts having had a great deal of trouble by the Hamildar of the said Districts and that they left the Villages and went to another place wherefore it induces me to write them that they may come freely to the Court of Mamohood Nave at Arcot and what ever is Necessary to do shall be performed therefore they may believe this Cowle and Come as soon as Possible.

Meer Saib (Ld)

A True Translation as near as can be taken from the Original Moore

B

The 18 August 1762

Anantagah Grant this Cowle to the Inhabitants &c of Salawanck and other Villages under Salawanck

That is to Say as the Hamildar of Salawanck has Stopt and has Not granted Your Shares of the Grains &c. Produced in the said Country of Salawanck and the ill usage the said Hamildar has given to all of You Inhabitants for which Reasons all of You went away out of Salawanck, of which the Nabob Informed therefore the Nabob was so good as to favor all of you and has Wrote and Granted a Cowle to all of you and likewise told me to Write a Cowle to send for all of you and without any fear all of you come to me and then I will Hear all your Complaints and his face, after I have heard those Complaints I'll Explain them to the Nabob then the Nabob will grant to all of you the Customary Shares what is Usual and Reasonable and what has been done before, Therefore I hope that all of you will Come to me Soon with Respect

A True Translate as Near as can be taken from the Original

Malabar

Malabar by Concapah Sworn Interpreter

John Sykes
Attorney for the Defendants

C

Chinglepat the 23d August 1762

We the Inhabitants of Salawauck Shattan Cherry Sheshy Iyer Shadashavan, Paymahoor Iyavaken, Passeramah Iyer, Calleapetty Tremalengar Harrah Vamoodylengar Hannatoor Iyah Swamy Iyaengar, Kedengerry Hanna Vejengar, Pallamutoor Veeragoo Iyer, Velly Pootoor Iyawar Iyah Chittandy Mootiapah Moodelly, Chittanacahoor Chedambarah Moodelly Tandaray Perreeanah Moodelier, Venchoor, Vengadashala Moodeliar, Pallyagarom Permaul Naique, Magolom Tamby Naique, Killah Vellum Patcheapah Moodeliar Mootayah poolay Town Conicoply and Comrapooley we all do hereby Acknowledge to have borrowed and Received from Captain Tod of Chinglepat the full and just Sum of Two thousand five hundred and thirty One Mamodelly Pagi and one Sixteen and a half which said Sum is to be payable on the Twenty fifth of December next Ensuing, Indefault of Payment then to be Payable on Demand with Interest at the Rate of Forty two ℔ Cent ℔ Annum so we Agreed and give this Obligation Witnesses Canacoy Sunyvasha Vayer and Chandapah Moodeliar Drawn by Paymahoor Conicoply Poonecacolly

(Signed)

Veeragoo Iyer
Iyawar Iyah
Tremalengar Iyer
Ramanen
Raman
Passeramah Iyer
Chedambarrah

Mootayah
Comaren
Mootiapen
Perdeeanah

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

John Sykes
Attorney for the Defendant

D

August the 23d 1762

This is an Agreement given by the Hamildor Vencatarayen to the Chief Inhabitants &c. of Salawauck Country

That whereas If I have any Money deducted out of the Last Years Farm from the Nabob, then all of you shall have according to what the Vooturoomeroo Country's Inhabitants have for their Shares thereof

Vencatarayen (L.S.)

A True translation as near as can be taken from the Original Malabar by Conacapah Sworn Interpreter

John Sykes
Attorney for the Defendant

Malabar by Concapah Sworn Interpreter

John Sykes
Attorney for the Defendants

C

Chinglepat the 23d August 1762

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(Signed)

Veeragoo Iyer
Iyawar Iyah
Tremalengar Iyer
Ramanon
Raman
Paseramah Iyer
Chedambarrah

Mootayah
Comaren
Mootiapen
Perreeanah

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John Sykes
Attorney for the Defendant

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Vencatarayen (L.S.)

A True translation as near as can be taken from the Original Malabar by Conacapah Sworn Interpreter

John Sykes
Attorney for the Defendant

Read and filed 2 December 1766

The Replication of Charles Tod to the Answer of Shatton Cherry Sheshy Iyer Shadashavan Paymahoor Iyavahen Calleapetty Tremalangar Velly Pootoor Iyawar Iyah Chittanachoor Chedambarrah Moodelly Chedandy Perreah Moodelly Tontarey Vasanadah Moodelly Comrapooley and Moodu Naick

The said Repliant saving unto himself now and at all times hereafter all and all Manner of Benefit and Advantage of Exception to the many Errors and Uncertainties in the said Answer contained for Replication thereunto saith, that he will aver, Justify Maintain and Prove his said Bill of Complaint and all and every the Matters and things therein contained to be just, true and Sufficient in the Law to be Answered unto, and that the Answer of the said Defendants are very uncertain, untrue and insufficient in the Law for the said Repliant to reply unto otherwise than the said Repliant saith that he is an entire Stranger to the whole of the Matters that makes up the Defendants Answer, and that the Narration hereafter Setforth will evidently appear to this Honble Court, that the Complaint alledged by the said Repliant is not sufficiently refuted by the Answer of the Defendants, and that the Matters and things Contained in the said Answer, have no kind of Connection with the said Replyants present Demand as he imagines

The said Repliant proceeds to relate all that he knows Concerning the Bond made Payable to Major Charles Campbell, that the Defendants being indebted to the Venter of the Country wherein they resided the Venter applied to the Repliant, to Advance him a Sum of Money on the defendants Account

Account, and he would make over their Bond to him the Venter, which was for the Sum of Two thousand five hundred and thirty One Pagos which Proposal the said Repl Objected to but told him the Venter, that in Case the Defendants would give him the said Repliant a Bond, he would let them have One thousand Pagos they Permitting the said Venter to Deposit the Bond of Two thousand five hundred & thirty One Pagos in his the said Repliants Hands as a Collateral Security the defendants came to the said Repliant and Consented to accept of One thousand Pagos upon the Conditions aforementioned whereupon the said Replyant paid into their the Defendants Hands One thousand Pagodas and took their Bond payable in four Months with the Interest, at the Expiration of the time the said Replyant made a demand upon the defendants for the Payment of the Principal and Interest, they the Defendants being incapable of so Doing gave another Bond for the Principal and Interest to be paid in four Months at the Expiration of which time they were unable to Discharge it whereupon the said Replyant applied to one Meerset, one of the Principal Persons belonging to his Excellency Nabob Mahomed Ally Cawn, to bring these People to Justice, as they were then in the said Nabobs Territories, agreeable to the said Replyants Application the said Meerset who then Acted as Viceroy for the said Nabob at Arcot, referred the Affair to Arbitration and after hearing what both Parties had to Say, Determined the Affair in favor of the said Repliant

The said Repliant further Setsforth that being on his Departure for Europe on Account of his bad State of Health, he applied to Major Charles Campbell aforementioned, to Advance him a Sum of Money upon Security of the said Replyants outstanding Debts which was complied with and Several Country Bonds were produced by the said Replyant, to Major Charles Campbell, who accepted of several among which was the Defendants Bond, the said Major Charles Campbell judging it to be one of the best Securities and they voluntarily agreeing to enter into a New Bond drawn in Major Charles Campbells Name upon which they are now Sued, on Executing of which he gave them up their old Bond,

Bond, and the Bond for Two thousand five hundred & thirty One Pagᵒˢ that was in the said said Replyants Hands as a Collateral Security &c

The said Replyant further saith that he has been informed that the said Major Charles Campbell pressed them for Payment, And the Person employed ..... Received from time to Time Several Sums of Money to make some Excuse or Another, to Evade the Payment, they acknowledging themselves to the Person so employed indebted to the said Major Charles Campbell pursuant to their Bond by them voluntarily entered into

The said Repliant further saith that very true it is, he got such of the Defendants as he could lay hold of committed to the Charge of the Polygar of this Place by the Direction of the Hon'ble Robert Palk Esqʳ till they made up the Matter to the Satisfaction of the said Replyant, And finding he could bring them to no Terms but what was Really to his Disadvantage, he Prosecuted them in this Hon'ble Court; during which Prosecution Iyawar Iyah, one of the Defendants went to the said Repliants Attorneys House and beged to see the Bond which he was ... prosecuted upon, which was Readily Granted him, one Inspection of which he told the said Replyants Attorneys Interpreter, that he observed that all the Persons that were Mentioned in the Bond, had not Set their Names to the said Bond, And that the said Persons were not engaged to pay off the same Seperately but jointly that he and the rest of the Defendants were indebted to Colonel Charles Tod, the Replyant, but as they had not Received any Money from Major Charles Campbell he did not think the Defendants were obligated to pay him though he acknowledged that he and the rest of the Defendants were indebted to the said Replyant Colonel Charles Tod

All which Matters and things the said Repliant is Ready and willing to Verify Maintain and Prove in such Manner and form ... as this Hon'ble Court shall Direct and most humbly Prays as in and by his ... said Bill of Complaint he hath already Prayed ...

Chaᵉ Bromley
Attorney for the Replainants

Read and filed
20th December 1766

The Rejoinder of Shattan C...
Sheshy Iyer Shadshavan, Paymahoor Iyavar...
Calleapetty Tremalengar, Velly Pootoor Iyaw...
Iyah, Chittanacahoor Chedambarrah Moodelly
Chedandy Perriah Moodelly Tontarey .....
Vasanadah Moodelly Comrapooley and Mood...
Naick all late of Salawauck but at present of
Madras Inhabitants Defendants to the ...
Replication of Charles Tod Lieutenant Colonel
in the Hon'ble Untied English East India
Companys Troops Complainant

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 Untruths Uncertainties imperfections and insufficiencies in the said Replication Contained Saith that the Answer of these Defendants and 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 know not whether the Replyant was or is an entire Stranger to the whole of the Matters in these Defendants still maintain that the whole Transactions and Matters ... Setforth in their Answer is Just and true and is a faithfull Narrative or Account of what passed about or relates to the Replyants Unjust Demand on these ... Defendants and which these Defendants humbly hope will Sufficiently and entirely Refute what is alledged by the Replyant in his said Bill of Complaint Notwithstanding what his by him Alledged by the Replyant in his said Bill of Complaint Notwithstanding what is by him Alledged to the Contrary in his Replication And these Defendants further Say that they absolutely deny to be or that was indebted to the Renter or Renters of the Country wherein they Resided in any Sum or Sums of Money whatsoever as is Unjustly Setforth in the said Replication

nor

nor do these Defendants know that the said Renters did apply to the Replyant to Advance him a Sum of Money on these Defendants Account or Offer to make over to him these Defendants Bond for two thousand five hundred and thirty one Mamodelly Pagodas to the Replyant Obtained by the Renters by the Assistance of Vencatachellum Modelly the Replyants said Dubash in the Illegal and Compulsive manner Set forth in these Defendants Answer and without any Consideration whatsoever received for or on Account of the same Nor do these Defendants know any thing of any such application or of the Circumstances relative thereto as alledged in the said Replication but these Defendants Say that if the Renters of that Country or either of them did make any such application it was very Wrong and such as they had no Right to make as these Defendants were neither Indebted to them nor had they any Power or Authority from these Defendants to make any such application either to the Replyant or any other Person and therefore these Defendants are not Answerable or Accountable for any such Application if any such was made nor for any thing that might be done in Consequence thereof And the Defendants also deny to have ever been with the Replyant or Committed to Accept of one thousand Pagodas or any other Sum of Money from him or any other Person on his Account either upon the Conditions related in the Replyants Replication or upon any other Conditions or that they ever Borrowed or Received of the said Replyant or from any other Person on his Account the said Sum of One thousand Pagodas or any other Sum or that they granted him their Bond either on that or any other Account payable at any time whatsoever all which Assertions these Defendants Say are false and Unjust as these Defendants humbly hope will clearly appear to this Honble Court by what is in these Defendants said Answer and herein before and after Set forth But these Defendants Say that after such of these Defendants as were Obliged to Sign the said Bond for Two thousand five hundred and thirty one Mamodelly Pagodas three fanams and Sixty Cash had so Signed it by the Unlawfull Unjust and Compulsive Means made Use of by the said Renters and the said Vencatachellum Modelly the Replyants said Dubash as Set forth in these Defendants said Answer they the said Renters carried and Mortgaged the same to the said Vencatachellum Modelly the Complainants said Dubash for the Sum

of One thousand Pagodas as set forth in these Defendants Answer but which they Mortgaged without the knowledge Consent or Approbation of these Defendants or with having any Authority from them or any of them so to do nor had they the least right whatsoever to mortgage the same as it was Obtained in the Unjust Manner Set forth in these Defendants Answer and without any Consideration whatsoever by these Defendants or any of them had or received on Account thereof the Mortgage Bond for which Sum of One thousand Pagodas was given or made out in the Name of the Complainant And these Defendants further Say that they know nothing of any Application being made by the Replyant to Mer Saib one of the Principal Persons employed by his Excellency the Nabob Mahomed Ally Cawn to bring these Defendants to Justice but Say that in Case the Replyant did make any such Application it was very Wrong as they never had any Dealings or Transactions with the Replyant nor ever they any way Indebted to him or had they done him any Injustice therefore He had no Occasion to apply to any body to bring them to Justice But these Defendants Say that about Eight Months after the ill treatment they Received from the said Renters and the said Vencatachellum Modelly as set forth in these Defendants Answer He the said Vencatachellum Modelly the Replyants said Dubash made an unjust Complaint to Major Charles Campbell who was then Chief at Velour against these Defendants who Sent Seapoys and Arrested Seven Persons five of whom were these Defendants who Signed the Bond now Sued for and two others who Signed the said Bond of Two thousand five hundred and thirty one Pagodas three fanams and Sixty Cash when the said Major Campbell ordered the said five of these Defendants and the said other Persons to be Confined where they remained for the Space of Eight Days with Cruel Usages as is Particularized in these Defendants Answer when the said Major Campbell sent for the said Five Defendants and others and then these Defendants and the said other Persons informed him of every thing which had happened to them and the said Major Campbell finding the Affair very intricate and perplexing he would not trouble himself with it any further but sent them to the said Mer Saib at

Arcott

Accott with the said Complaints by his Dubash to Settle it who Ordered the dispute to be Decided by Arbitration and the Arbitrators did accordingly give their Opinion thereon but the same was not Determined in favor of the Replyant as is Unjustly setforth in the said Replication but was Determined in the Manner Setforth in these Defendants Answer nor was the Bond now sued for Obtained from these Defendants before but some time after they Submitted to the above Arbitration The whole Circumstances relative thereto and the Unlawfull Unjust and Cruel Methods taken and made Use of by the said Vencatachellum Modelly to Oblige these Defendants or such of them as Signed the said Bond to Sign it is fully Setforth in these Defendants said Answer And these Defendants Say that they know not whether the Replyant was Obliged to go to Europe on Account of his bad State of Health or that He did Apply to the said Major Campbell to Advance him a Sum of money upon Security of the said Replyants outstanding Debts or that the same was Complyed with or of any Country Bonds being procured by the said Replyant to the said Major Campbell or that the Accepted of the Bonds Illegally Obtained as before and in these Defendants Answer Mentioned and Setforth or of any other Bond or Bonds but these Defendants Say that they absolutly Deny to have Voluntarily Agreed to Enter into or that they did Voluntarily Enter into or Execute any new Bond or any Bond whatever in the name of the said Charles Campbell as is most Unjustly Setforth by the Replyant in his Replication on the contrary these Defendants Say that they were Compelled to Execute the same by the said Vencatachellum Modelly the Replyants said Dubash at Chingleput He having Obliged these Defendants to go there from Conjeveram on his and their coming from Arcott to Madras from which Place He came by the Permission of the said Mr Smith on Account of his Master the Complainants Departure for Europe as He said the Particulars whereof is also setforth in these Defendants Answer And these Defendants further say that they admit the said Charles Campbell did send People to them up into the Country to fetch these Defendants or procure the amount of these Defendants said Bond of One thousand four hundred Pagodas Obtained as herein before and in these Defendants Answer Setforth but which these Defendants apprehend he never had the

Instance of the said Vencatachellum Modelly the Replyants said Dubash, but before could Reach the Country where these Defendants were they these Defendants left it and immediately Sailed for Madras and preferred a Petition to the Governor the Honble Robert Palk Esquire Concerning the same the particulars of which application and what was done in Consequence thereof is setforth in these Defendants Answer to which they most humbly refer And these Defendants further absolutely deny that they did from time to time or at any time or times whatsoever pay any Sum or Sums of money to any Person or Persons employed by the said Charles Campbell to make any Excuse whatever to evade the Payment of the said pretended and Unjust Demand neither did these Defendants acknowledge to any Person or Persons so employed or to any other Person or Persons whatsoever that they these Defendants were Indebted to the said Major Charles Campbell as is most Unjustly Setforth in the said Replication with Submission what little Reason there is either for such an Assertion or even to Imagine that these Defendants did or could either pay any money to any Person employed by the said Charles Campbell in the said Affair to make any Excuse for them or that they did Acknowledge that they were Indebted to the said Charles Campbell where these Defendants positively Aver that the said Bond was Obtained in the Unjust and Compulsive Manner wherein before and in these Defendants Answer Setforth and without any Consideration whatsoever being had or Received by these Defendants or any of them on Account thereof

These Defendants now proceed to the last Article in the Complainants Replication to which they these Defendants say that they were put under the Custody of the Pollygars, but whether it was done by the Direction of the Complainant himself or by Order of the Honble Robert Palk Esquire these Defendants know not but these Defendants said Answer And these Defendants Say that it is a very Evasive plea of the Replyant to Say that finding He could bring them to no Terms but what was really to his Disadvantage he proceeded them in this Honble Court with Submission what Terms ought these Defendants to have Complyed with under the above Circumstances, can it be Supposed that these Defendants would pay the Amount of the said Bond when it was Obtained in Manner before Setforth without being Obliged so to do? and because these defendants would not Comply with such the Replyants Unjust and unreasonable Demand he Says He Could bring these defendants to no Terms but what were to his Disadvantage which is a very weak Excuse for such Unjustifiable proceedings and these Defendants

further Say that it was not only Iyawar Iyen that went to the House of the Replyant's Attorney but that it was he and one Comrapooly a Defendant in the Replyant's other Suit against the Salawauck Inhabitants together with two other Persons and these Defendant's Attorneys Dubash Nincapah that went to the House of the said Replyant's Attorney and beged to see the Bonds on which they were Prosecuted in both Suits as it was apprehended the Translate of the Bond annexed to the Replyant's Bill of Complaint was Wrong as the Translate thereof was that these Defendants were to pay the Money Jointly and Seperately whereas Conacapah this Hon'ble Court's Interpreter had Informed these Defendants that the Original Bond did not Express Jointly and Seperately but Jointly only and these Defendants wanting to be Satisfyed about that Matter the said Iyawar Iyen and Comrapooley and the said two other Persons together with these Defendants Attorneys said Dubash went to the Replyant's Attorney's House and begged to have a Sight of the said Bonds which was grated them and they found it was not jointly and Seperately but Jointly only and at the same time the Bond in the Replyant's said other Suit was shewn them and the said Replyant's Attorneys Interpreters asked the said Iyawar Iyen whether these Defendants Borrowed the Money Specifyed in the Bond on which these Defendants are now Sued and He told the said Interpreter that they did not Borrow it nor receive any Money on that Account but that they were forced or Compelled to Execute the said Bond and the said Interpreter then Asked the said Comrapooley and Iyawar Iyen whether the Defendants in the said other Suit had received the Money Specifyed in the Bond on which they are Sued who told him that they did Borrow on the Bond in the other Suit the Sum of One thousand Pagodas and that they had paid in part thereof the Sum of Seven hundred and fifty Seven Pagodas and that they were Indebted to the Replyant for the Remainder but that the Replyant had Credited them for no more than Six hundred and Fifty Pagodas which was all or the Chief part of what passed on that Occasion Except as to the Persons who Signed the said Bond & as to their having received the said One thousand Pagodas on the said last Mentioned Bond from the Replyant or his Dubash the said Vencatachillum Moodelly Notwithstanding what the Replyant has set forth in his Replication about the said Iwar Iyen's having Acknowledged to have received Money from the Replyant on

Account of the said first Bond or that on which these Defendants are now Prosecu[illegible] Translate of which Bond the Replyant's said Attorney has since Altered and tak[illegible] Words jointly and Seperately of it & these Defendants further Say that the said Asser[illegible] in the said Replication about the Acknowledgment pretended to have been made by [illegible] said Iyawar Iyen to the Replyant's Attorney's Interpreter must appear very Stran[illegible] when this Hon'ble Court is Informed that after the said Replication was filed these Defendant's Attorney's said Dubash Asked the Replyant's Attorneys Interpreter [illegible] was the reason of his making the said Assertion to which He the said Persons who ma[illegible] the said Application had told him that they had received One thousand Pagodas but [illegible] did not know upon which Bond and that they told him the Replyant had not given Credit for One hundred Pag's which these Defendants humbly hope will be Sufficient to Inform this Hon'ble Court of the Unjustness of the Replyant's said Assertion and Demand on these defendants and of the Justness of this their Defence.

All which Matters and things these Defendants are Ready to Verify maintain and prove as this Honble Court shall direct and humbly Pray as in and by their said Answer they have already Prayed.

John Sykes
Attorney for the Defendants

Interrogatories to be Administred to Such Witnesses as shall be Produced, Sworn and Examined in a Certain Cause depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam, Wherein Charles Tod Lieutenant Colonel in the Hon'ble United English East India Company's Troops is Complainant And Shatten Cherry, Sheshy Iyer Shadashavan Paymahoor Iyavaken Calleapetty Tremalangar Velly Pootoor Iyawahr Iyah Chittanachoor Chedamburrah Moodelly Chedandy Perreah Moodelly, Tontary Vasanada Moodelly Comrapooley and Moodu Naick, All late of Salawauck but at present of Madras Defendants

On the part and Behalf of the Complainant

Interry To all the Witnesses } 1st Do You know or do you not know the Parties Complainant and

further Say that it was not only Iyauvar Iyen that went to the House of the Replyants Attorney but that it was he and one Comrapooly a Defendant in the Replyants other Suit against the Salawauck Inhabitants together with two other Persons and three Defendants Attorneys Dubash Nincapah that went to the House of the said Replyants Attorney and begged to see the Bonds on which they were Prosecuted in both Suits as it was apprehended the Translate of the Bond annexed to the Replyants Bill of Complaint was Wrong as the Translate thereof was that these Defendants were to pay the Money Jointly and Seperately whereas Canacapah this Hönble Courts Interpreter had Informed these Defendants that the Original Bond did not Express Jointly and Seperately but Jointly only and these Defendants wanting to be Satisfyed about that Matter the said Iyauvar Iyen and Comrapooley and the said two other Persons together with these Defendants Attorneys said Dubash went to the Replyants Attorneys House and begged to have a Sight of the said Bonds which was grated them and they found it was not jointly and Seperately but Jointly only and at the same time the Bond in the Replyants said other Suit was shewn them and the said Replyants Attorneys Interpreter asked the said Iyauvar Iyen whether these Defendants Borrowed the Money Specifyed in the Bond on which these Defendants are now Sued and He told the said Interpreter that they did not Borrow it nor Receive any Money on that Account but that they were forced or Compelled to Execute the said Bond and the said Interpreter then Asked the said Comrapooley and Iyauvar Iyen whether the Defendants in the said other Suit had received the Money Specifyed in the Bond on which they are Sued who told him that they did Borrow on the Bond in the other Suit the Sum of One thousand Pagodas and that they had paid in part thereof the Sum of Seven hundred and fifty Seven Pagodas and that they were Indebted to the Replyant for the Remainder but that the Replyant has Credited them for more than Six hundred and Fifty Pagodas which was all or the Chief part of what passed on that Occasion Except as to the Persons who Signed the said Bond & as to their having Received the said One thousand Pagodas on the said last Mentioned Bond from the Replyant or his Dubash the said Venetachillum Modelly Notwithstanding what the Replyant has set forth in his Replication about the said Iyauvar Iyens having Acknowledged to have Received Money from the Replyant on Account of the said first Bond or that on which these Defendants are now Prosecuted Translate of which Bond the Replyants said Attorney has since Altered and taken Words jointly and Seperately of it These Defendants further Say that the said Assertion in the said Replication about the Acknowledgment pretended to have been made by the said Iyauvar Iyen to the Replyants Attorneys Interpreter must appear very Strange when this Hönble Court is Informed that after the said Replication was filed these Defendants Attorneys said Dubash Asked the Replyants Attorneys Interpreter who was the Reason of his making the said Assertion to which He the said Person who made the said Application had told him that they had received One thousand Pagodas but he did not know upon which Bond and that they told him the Replyant had not given Credit for One hundred Pagodas which these Defendants humbly hope will be Sufficient to Inform this Hönble Court of the Injustice of the Replyants said Assertion and Demand on these Defendants and of the Justness of this their Defence.

All which Matters and things these Defendants are Ready to Verify maintain and prove as this Hönble Court shall direct and humbly Pray as in and by their said Answer they have already Prayed.

John Sykes
Attorney for the Defendants

Interrogatories to be Administered to such Witnesses as shall be Produced, Sworn and Examined in a certain Cause depending and at Issue in the Hönble the Mayors Court at Madraspatnam Wherein Charles Todd Lieutenant Colonel in the Hönble United English East India Companys Troops is Complainant And Shatten Chetty Sheshy Iyer Shadachavan Pagnahoor Iyawahen Sallapetty Sreenalangar Velly Pooter Iyawahr Iyah Chittanachoor Chedambirnah Modelly Chedandy Perriah Modelly, Santany Casanada Modelly Comrapooley and Moodu Reich All late of Salawauck but at present of Madras Defendants

On the part and Behalf of the Complainant

Interrogatory 1st To all the Witnesses ... Do You know or do you not know the Parties Complainant and

Defendants in the Title of these Interrogatories named if Yea how long have You known them, or either, and which of them Declare

Verradaya & Valley Parauw Veeragawen

2 Did You see the Writing Obligatory now produced and shewn to you at this the time of Your Examination Signed and Delivered by the said Defendants freely and Voluntarily, as their Act and Deed, And did you endorse Your Name as a Witness to the Signing and Delivering thereof, And is Your Name thereon written of Your own proper hand Writing, who else were Witness besides Your self, as You know, or believe Declare

3 Did You or did You not draw out the Writing Obligatory hereto shewn You, at this the time of Your Examination if Yea, at whose Request, and for what Consideration was such Writing Obligatory entered into And whether at the Time of such Entring into the Obligatory Writing any force or Compulsion was made Use of by any Person or Persons And the Nature of such Compulsion, to the best of Your Knowledge Remembrance and Belief? Declare

4th Do You know, or Can you set forth, any other Matter or thing that may tend to the Advantage and Benefit of the Complainant to which you have not been particularly Interrogated to if Yea, set forth the same to the best of Your Knowledge, Remembrance and Belief, And the Reasons that induce such Your Belief

Chas Brownlow
Attorney for the Complainant

Mayors Court
at Madraspatnam

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

Between Colonel Charles Tod of the Honble United East India Company's Troops, Complainant and Shatlen Cherry Shetty Iyer, Shadashavan Payamahoor Iyawahen Callapelly Tremalangar Velly Pootoor Iyawar Iyah Chitanacheer Chedamburrah Moodelly Chedandy Perrah Moodelly Tantary Vaanadah Moodely Comaapooly and Moodu Naick all late of Salavanah but at present at Madras Defendants

Verradayah of Bamaravuzporum Farmer Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 24th day of December 1766 Sworn at the Office of Mr. John Sykes Attorney for the Defendants by Comarapah also left a Note of the Name Title and Place of abode of the said Deponent and afterwards the same day being Sworn and Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith, he hath seen the Complainant at the he Commanded at Chinglepet, but has no knowledge of him — that he knows only two of the Defendants, namely Comrapooley and Iyawar Iyah, and he has known them three Years or thereabouts

2 To the Second Interrogatory this Deponent saith he did not see the Obligation now Shewn to him, Signed or delivered by all the Defendants, but only two of them by names Comrapooley and Iyawar Iyah signed the said Paper in this Presence at the House of one Venkatachillum Dubash to the Complainant. He further deposeth that the two Defendants were at that time under the Custody of some Sepoys and he heard them say that some others should also be sent for to sign the said Bond as well as themselves and to the best of his observation this Defendant imagines, the said Defendants were Compelled to Sign the Bond and not of their own free Will this Deponent further declareth, no other Person had Witnessed the said Bond at the time he did, and more saith not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

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

Between Colonel Charles Tod of the Honble United East India Company's Troops, Complainant and Shatlen Cherry Shetty Iyer, Shadashavan Payamahoor Iyawahen Callapelly Tremalangar Velly Pootoor Iyawar Iyah Chitanacheer Chedamburrah Moodelly Chedandy Perrah Moodelly, Tantary Vaanadah Moodelly Comaapooly and Moodu Naick all late of Salavanah but at present at Madras Defendants

in this Court as followeth

Valley Porum Verragoven, One of the Head Inhabitants of Valley Porum Village, Aged 42 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 24th day of December 1766 shewn at the Office of Mr John Sykes Attorney for the Defendants, by Conacapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he hath known the Complainant 10 Years or thereabouts of the Defendants he has known only Comrapillah, and Iyavar Iyah about 4 Years

2nd To the Second Interrogatory this Deponent saith, he did not see any of the Defendants sign their names to the writing now shewn him, that one Vencatachillum Dubash to the Complainant, entreated him to Witness the said Paper Writing, which he did but does not remember, whether all, or any of the Defendants, had put their Names to it at the time he Witnessed the same He further Deposeth that Iyawar Iyah (one of the Defendants) was at that time in the House of the aforesaid Vencatachillum, and the said Iwar Iya told him, the Deponent that Vencatachillum had promised to give him an Obligation or Bond from the Amuldar at Salawauk but had not yet fulfilled his promise this Deponent also saith that one Vardapah had Witnessed the Writing beforementioned at the time he Witnessed the same, and more saith not to this, or to the last Interrogatory

Henry Crawford
Examiner

Narrain Chitty
Comrah
Vencatachillum
Ninapah
Namshevoy
Verapah
Vencatarey
Raganadrow

Interrogatories to be Administred to Such Witnesses as shall be Produced Sworn and Examined in a certain Cause depanding and at Issue in the Hon'ble the Mayors Court at Madraspatnam Wherein Charles Tod Lieutenant Colonel in the Hon'ble United English East India Companys Service is Complainant

and Shattan Cherry Sheshy Iyer Shadashavan, Paymahoor Iyavaken, Calleapetty Tremalenger Velly Pootoor Iyawar Iyah, Chittanacahoor Chedambarrah Moodelly, Chedandy Perreah Moodelly Tontarey Vasanadah Moodelly Comrapooley and Moopu Naick of Sallawack Inhabitants are Defendants On the part and be half of the Complainant

Interry
To all the Witnesses

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 know them or either and which of them Declare

Narrain Chitty
Comerah
Vencatachillum
Vencatroy
Raganadrow
Petrajah
Latchmycherry

2d Do You know or do you not know Whether the Complainant did or did not at any time or times advance and lend unto the Defendants any or what Sum or Sums of Money, if Yea when where and before whom and to what Amounted did the Complainant advance and lend unto the Defendants and what Security or Securities did the Defendant give to the Complainant for such Monies so advanced and lent by the said Complainant to them Setforth and Declare to the best of your remembrance and belief

Ninapah
Vencatroy
Raganadrow
Petrajah
Latchemycherry

3d Do you know or do you not know of any or what Disputes that were between the Complainant and Defendants, if Yea, what was the Nature of such Dispute, and do You know or do you not know, whether such Disputes were left to the determination of any Person or Persons at Arcot, and do you know or do you not know whether the Complainant and Defendants did not mutually consent to such aforementioned Referrence And do you know or do You not know what was the Award or Arbetrament of such Referrence if Yea, Setforth and Declare the same to the best of your Knowledge remembrance and belief

Ninapah
Namshevoy
Vencatroy
Raganadrow
Petrajah
Latchmycherry

4th Do You know or do you not know or have you heard whether the Defendants did or did not Execute the Bond now shewn to you at this the time of your Examination freely and Voluntarily & whether there was any or what Consideration given for such their Entring into the said Writing Obligatory and whether the said Colonel Charles Campbell did or did not send for the three Subscribing Witnesses to the said Writing Obligatory and Particularly

Interrogated them concerning the same Were You or were you not Employed by Colonel Charles Campbell to demand of the Defendants their several Debts due to him that formerly belonged to the Complainant if Yea what Sums of Money did you demand and upon what Account and whether you received any and what Sums and if not why not and what reason did they Assign for Non payment Particularly Set forth & Declare

Veerapah Venkatroy Ragamadoss Petrajah Latchmychurry

5th ..... Did or did not one of the Defendants come to the House of the Complainants Attorney and did he or did he not request the Permission of Seeing the Writing Obligatory that he is now sued on and was or was not the said Writing Obligatory shewn him and did or did not the Defendant acknowledge the same to be his Act and Deed and did he or did he not say the Sum therein mentioned was really due to the said Charles Campbell if Yea Set forth the whole you know touching or Concerning this matter to the best of Your Remembrance Knowledge and belief

To all the Witnesses ..... Do you know or can you Set forth any other matter or things to which you have not been heretofore Particularly Interrogated to that may tend to the Advantage and benefit of the Complainant if Yea set forth the same as fully and as Particularly as if you had been hereto

Knowledge Remembrance and belief

Chas Boomley
Attorney for the Complainant

Pay the Contents of this Bond to Colonel Charles Tod or order for Value Received
Fort Saint George 26th September 1766

J. Living
Attorney
to Col Chas Campbell

This Paper Writing was shewn to Arthur Veeraga Reddyer and Rammenjah Parum Veeradayah at the time of their Examination before me in a Cause depending and at Issue in the Hon.ble the Mayors Court at Madraspatnam wherein Charles Tod Lieutenant Colonel in the Hon.ble United East India Company's Troops is Compl.ainant and Shattan Chetty Sheshy Iyer &c.a are Defendants this 22 day of November Anno Domini 1766

Richard Latham
Examiner

This Paper Writing was shewn to Ninapah Namachetty Vencatroy, Ragamadroy Petrajah and Latchmychetty at the time of their Examination before me in a Cause depending and at Issue in the Hon.ble the Mayors Court at Madraspatnam wherein Charles Tod, Lieut.t Colonel in the Hon.ble United East India Company's Troops is Complainant and Shattan Chetty Sheshy Iyer &c.a are Defendants this 2 May Anno Domini 1767

Henry Crawford
Examiner

the 20 October 1763

We Inhabitants of the Country of Salawaick Shattan Chetty Sheshy Iyah Shabanah Iyer, Paymahoor Iyawar Iyer, Callepatty Soomelingar Vellapoolur Iyawar Iyer Chillamacahoor Chedambarah Moodeliar, Chitondy Perrayah Moodeliar, Tandarah Vachantapah Moodeliar, Cellavelum Patchiapah Moodeliar, Salawakun Soumy Comicoply Comarapooley Mallia du Vengadacha Naick and Moodu Naick do hereby Acknowledge to have borrowed and received from Major Campbell the full and just Sum of One thousand and four hundred Current Star Pagodas which Sum is Payable with the Interest at the Rate of Thirty Six p.r Cent p.r Annum

on or before the Seventeenth January Next so we agreed and give this Obligation ...
Drawn by Autur Veeragoo Reddy

Mark + of Sheshah Iyah
(Signed) Shadashavah
Iyawa Iyah
Tremaley Iyer
Iyawar Iyen
Chedambarah
Perryah Moodelly
Vashandapen
Comaren
Matladu Vengadashen
Moodu Naick

Witnesses
Verradayah
Vally Porum Veeragoven

A True translation as near as can be taken from the Original Malabar by Conocapah Sworn Interpreter

John Sykes
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United East India Company's Forces Complainant, and Shattan Cherry Sheshay Iyer ... Shadshavan Paymahoor Iyavaken, Calleapetty ... Tremalenger, Velly Pootoor Iyavar Iyah, Chittanacahoor Chedambarrah Moodelly, Chedandy Perriah Moodelly, Tonterey Vasanada Moodelly Comrapooley and Moodu Naick, Inhabitants of Sallavack Defendants.

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

Comerah of Chingleput Inhabitant by Profession a Shroff Aged 25th Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of February 1767 shewn at the Office of Mr. John Sykes Attorney for the Defendant by Conocapah who left a Note of the Name Title and Place of abode

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

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

To the second Interrogatory this Deponent saith that he served the Complainant's Dubash in quality of Conicoply, or Accountent by whose desire he at one time gave 850 Pagodas and a Week after 150 Pagodas, in all 1000 Pagodas, to one Narrain Chitty, a Person ... belonging to the Defendants, but this Deponent saith, he does not know, whether any or what Bond was given in lieve of the said 1000 Pagodas. That a Considerable time before this Transaction he received from some of the Defendant's People a Sum of Money (he cannot now remember the Exctamount) on Account of the Complainant which he was told was in Part of One thousand Pagodas formerly lent them by the Complainant in this Cause, and before this Deponent came into the Service of Vencatachillum the said Complainant's Dubash, more this Deponent saith not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Charles Tod, Lieutenant Colonel in the Honble United Company's Forces Complainant and Shattan Cherry Sheshy Iyer, Shadashavan Paymahoor Iyavaken Calleapetty, Tremalengar, Velly Pootoor ... Iyah, Chittanachoor Chedambarah Moodelly, Chedandy Periah Moodelly Tondarey Vasanadah Moodelly, Comrapoly, and Moodoo Naick ... Defendants

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

Ninapah of Madras Dubash Aged 46 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th day of February 1767 shewn at the Office of Mr. John Sykes Attorney for the Defendants by Conacapah who left a note of the Name Title and Place of abode of the said Deponent and afterwards

Mayors Court at
Madraspatnam

Between Charles Ford Lieutenant Colonel in
the Honble United East India Companys Forces
Complainant and Shattan Cherry Shetty Iyer
Shadchavan Paymaheer Iyanahin Callrapetty
Tirumalengar Velly Pedar Iyawar Iyah Chittana-
choor Chedambarah Moodelly Chedandy
Perreah Moodelly Cannapooley and Moodu Naicka
of Salavauk Inhabitants Defendants

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

Nam Shewoy a Gentiley Aged 29 Years or thereabouts being produced as a Witness
in this Cause on the part of the Complainant was on the 22 day of February 1762 sworn
and left a Note of the Name Title and Place of abode of the said Deponent and afterwards
on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith He hath known the Complainant
6 or 7 Years, and the Defendant 15 Years or thereabouts

2d To the fourth Interrogatory this Deponent saith he does not know nor has heared
4 that the Defendants signed any Bond or Obligation: but just after the Complainants
Departure for Europe, Colonel Charles Campbell sent for the said Defendants to
Madras where this Deponent heard them declare they did not owe the Complainant
any Money, but that he forced from them an Obligation: for which ill usage they
would make a Complaint to the Governor — This Deponent saith he was not employed
by the said Charles Campbell to recover any Money from the Defendants but at that
time he came Ninapah Dubash to the said Charles Campbell and who was the
Person employed on that Account by him — That the said Defendants during their
Stay in Madras, intreated this Deponent several times to speak to the said Namapah
in their behalf, and to assure him they did not really owe the Complainant any thing,
but were brought down to Madras by Compulsion and more this Deponent saith not
to this Interrogatory — To

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 Defendants 5 or 6 Years or thereabouts —

2d 3 To the third Interrogatory this Deponent saith the Complainant in this Cause sued the
Bonds to his Master Colonel Charles Campbell at Vellaure, to recover the Amount
of the Defendants who were then at that Place that Colonel Campbell in consequence
sent for the said Defendants, and questioned them concerning these Bonds One of
which amounting to one thousand Pagodas they acknowledged to be their Act and
Deed but denied the validity of the other two Colonel Campbell then, in hopes of
intimidating them, kept them in Confinement for a day, but finding that of no Effect,
sent them to Muxsutoolcawn the Nabobs Amuldar at Arcot, that he appointed five
Principal Men of that Place to decide this Dispute who mutually agreed the defendants
should pay, or oblige themselves to pay the Complainant that they were indebted to him
the Complainant Dubash then carried them to Chinglepet from whence this deponent
did not hear how the said Dispute ended and more saith not to this Interrogatory

4 To the fourth Interrogatory this Deponent saith, the Defendant denyed their owing
the Complainant the Amount of the Bond now shewn to him, at the time he was
employed by his Master to recover the amount of it, and of another for one thousand
Pagodas this last they acknowledged but declared they had been made by force to
Sign the other — the said Colonel Charles Campbell then ordered this Deponent to
send for the three Persons who had Witnessed the said Bond, and two of them came,
and declared that they Witnessed the Bond, as a Voluntary Act and Deed of the
Defendants more this Deponent saith not to this Interrogatory —

5 To the last Interrogatory this Deponent deposeth that one Namachavy a Gentiply
of his was offered and received from the hands of Iyawar Iyah, one of the Defendants
in this Cause the sum of twenty Pagodas as a bribe, at the time the amount of these
several Bonds were demanded of them and the Defendant desired the said Namachavy
to return the Money, several Reprimanding him for receiving Any on such
Consideration and this Deponent saith not more to this Interrogatory —

Henry Crawford
Examiner

To the last Interrogatory this Deponent saith He being an Inhabitant of Chingleput he was about to Return thither when two of the Defendants, by names Iyavar Iyah and Comrapooley, Perswaded him to Stay some time longer and to make some intercession in their behalf with Colonel Campbells Dubash; and as an inducement for him to do so they gave him, in two different Payments the Sum of 17 Pagodas: but afterwards at their own Request he Repaid them 5 Pagodas of that Sum, and more this deponent saith not to this Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Colonel Charles Tod in the Honble United Company's Forces, Complainant and Shattan Cherry Sheshy Iyer, Shadshavan Paymahoor Iyavaken, Calleapetty Tremalengar Velly Pootoor Iyavar Iyah Chittanachoor, Chedambarrah Moodelly Chedandy Perriah Moodelly Comrapooley, and Moodu Naick, of Salavauk Inhabitants Defendants

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

Veerapah of Madras Dubash Aged 22 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 21st day of March 1767 shewn at the Office of Mr. John Sykes Attorney for the Defendants 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 7 Years, and two of the Defendants only (Comrapooley and Iyawar Iyah) 4 Months or thereabouts.

5th ..... To the fifth Interrogatory this Deponent saith that Comrapooley and Iyawar Iyah two of the defendants with a Servant of Mr. Sykes their Attorney came to the House of his Master the Complainant's Attorney, and requested a sight of the Bond for

for which they and several others were sued in the Mayors Court that Comrapooly and the said Servant immediately Returned and only Iyawar Iyah staid to see the Bond which being shewn to him, he said they were indebted to the Complainant Colonel Tod and not to Colonel Charles Campbell in whose name the said Bond was made out more this Deponent saith not to this or to the last Interrogatory.

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Charles Tod, Lieut. Colonel in the Honble United East India Company's Forces, Complainant and Shatten Cherry Sheshay Iyer, Shadshavan Paymahoor Iyavaken, Calleapetty Tremalenger Velly Pootoor Iyavar Iyah Chittanachoor Chidambarrah Moodelly, Chedandy Perriah Moodelly Tontary Vasanadah Moodelly, Comrapooley and Moodu Naick Inhabitants of Sallavauck, Defendants

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

Petrajah an Inhabitant of Strepermadoor Aged 43 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 4th March 1767 shewn at the Office of Mr. John Sykes Attorney for the Defendants 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 Defendants 13 or 14 Years.

2d ..... To the Second Interrogatory this Deponent saith that the Defendants did come and borrow of the Complainant the Sum of Two thousand, five hundred and thirty Pagodas, and gave him an Obligation for that amount, but the said Complainant could at that time Advance them only One thousand Pagodas in part, which said thousand was by request of the said Defendants delivered into the hands of the Amuldars of Salawauck, in the Presence of this Deponent, by Vencatachillum the Complainant's Dubash; and the Amuldars Returned a security Bond, which one Verago Reddy had given for the defendants payment of their yearly stippned out of the produce of the Country and this

this Bond was again Received by the said Venaga Reddy but that no Security was given by the said Defendants for the loan of the said Pagodas Except the Bond they had signed for the Sum of Two thousand five hundred and thirty Pagodas and this Deponent saith not more to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith the Complainant sent this Dubash to direct to seize all those Inhabitants who had Signed the Bond and to carry them to Major Charles Campbell at Vellore that he might endeavor to Recover the amount that this Deponent heard the said Major Campbell referred the Affair to Munsubdaicaun at Arcot and desired him to enquire into and settle the Dispute that the said Meersubdaicaun appointed some Persons as Arbitrators for that purpose, who came to an Agreement that the Defendants should pay the Complainant the One thousand Pagodas due and receive back their Obligation — that the said Defendants then came back with the Complainants Dubash to Chengleput where they Voluntarily gave a Bond for fourteen hundred Pagodas being for Principal and Interest of the money lent by the said Complainant: that the day after One Vena Moodelly came and Witnessed the Bond by Consent and desire of the said Defendants who were all present more this Deponent saith not to this Interrogatory

4 ..... To the fourth Interrogatory this Deponent Saith the Bond now shewn him is the same to which the Defendants signed their names at Chengleput in the House of the Complainants Dubash, as depose by him to the third Interrogatory — more this Deponent deposeth not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madrass Patnam

Between Charles Tod Lieut. Colonel in the Honble United East India Company's Forces, Complainant and Shattan Chetty Shetty Iyer, Shadchawan Paymaster Iyanaken Calleapelly Tremalengar Velly Pootoor Iyaunar Iyah, Chillanachear Chedambunnah Moodelly, Pentavy Vaanadah Moodelly Camapoolay and Meedu Naick of Salavauk Inhabitants Defendants

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

Latchmychetty

Latchmychetty Tavernier of Mempauham Village Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, was on the 2 day of March 1765 sworn at the Office of Mr. John Sykes Attorney for the Defendants, by Canacapah who left a note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1 ..... To the first Interrogatory this Deponent saith, he has known the Complainant 5 Years and the Defendants 10 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith not to any question enquired of him in this Interrogatory

3 ..... To the third Interrogatory this Deponent saith the Defendants in this Cause quitted their Habitations in Salavauk, and came to Chengleput, on Account of a difference, or Dispute they had with the Amuldars of that Country — that they were shortly after followed by the said Amuldars who had a Demand upon the said Defendants that the said Dispute was settled in Chengleput at the House of Venatachillum the Complainants Dubash when this Deponent and four others were present the Defendants by Mutual Consent gave a Bond to the Amuldars for upwards of 2500 Pags the Sum they were indebted a Year after, he happened to be at Arcot, when the said Defendants and Complainants Dubash came thither to have a dispute, settled by Arbitration about the Payment of the said Bond, the Particulars of which, this Deponent did not come to the knowledge of that He was summoned to appear before the said Arbitrators and to give his Evidence Concerning the Dispute when it was settled at Chengleput, which he did, to the best of his knowledge and this Deponent saith not more to this, or to the other Interrogatory

Henry Crawford
Examiner

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Defendants in a certain Cause wherein Charles Tod Lieutenant Colonel in the Honble United East India Company's Troops is Complainant And Shattan Chetty Shetty Iyer, Shadchawan Paymahoor Iyanaken, Calleapelly Tremalengar Velly Pootoor

this Bond was again received by the said Verago Reddy — but that no Security was given by the said defendants for the loan of the said Pagodas, Except the Bond they had signed for the Sum of Two thousand five hundred and thirty Pagodas and this Deponent saith not more to this Interrogatory

6d 3 ..... To the third Interrogatory this Deponent saith the Complainant sent his Dubash to Arcot, to seize all those Inhabitants who had Signed the Bond, and to carry them to Major Charles Campbell at Vellore that he might endeavor to recover the amount that this Deponent heard the said Major Campbell referred the Affair to Mursutoolicawn at Arcot, and desired him to enquire into, and settle the Dispute, that the said Meersutoolicawn appointed some Persons as Arbitrators for that purpose, who came to an Agreement that the Defendants should pay the Complainant the One thousand Pagodas due, and receive back their Obligation — that the said Defendants then came back with the Complainants Dubash to Chengleput where they Voluntarily gave a Bond for fourteen hundred Pagodas being for Principal and Interest of the money lent by the said Complainant: that the day after One Vera Moodelly came and Witnessed the Bond by Consent and desire of the said Defendants who were all present more this Deponent saith not to this Interrogatory

4 ..... To the fourth Interrogatory this Deponent Saith, the Bond now shewn him is the same to which the Defendants signed their names at Chengleput in the House of the Complainants Dubash, as deposed by him to the third Interrogatory — more this Deponent deposeth not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Charles Tod Lieut.t Colonel in the Hon.ble United East India Company's Forces, Complainant and Shattan Cherry, Sheshy Iyer, Shadshawan Paymahoor Iyavaken, Calleapetty Tremalengar Velly Pootoor Iyawar Iyah, Chittanachoor Chedambarrah Moodelly, Tontarey Vasanadah Moodelly, Comrapooley and Moodu Naick of Salavauk Inhabitants Defendants

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

Latchmycherry

Latchmycherry Farmer of Moropaukum Village Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, was on the 2d day of March 1767 shewn at the Office of Mr. John Sykes Attorney for the Defendants, 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 5 Years and the Defendants 10 Years or thereabouts

6d 2 ..... To the Second Interrogatory this Deponent saith not to any questions enquired of him in this Interrogatory

6d 3 ..... To the third Interrogatory this Deponent saith, the Defendants in this Cause, quitted their Habitations in Salavauk, and came to Chengleput, on Account of a difference, or Dispute they had with the Amuldars of that Country — that they were shortly after followed by the said Amuldars who had a Demand upon the said Defendants that the said Dispute was settled in Chingleput at the House of Vencatachillum the Complainants Dubash when this Deponent and four others were present, the Defendants by Mutual Consent gave a Bond to the Amuldars for upwards of 2530 Pag.s (the Sum, they were indebted to them) drawn out in the name of the Complainant — this Deponent saith that about a Year after, he happened to be at Arcot, when the said Defendants and Complainants Dubash came thither to have a dispute, settled by Arbitration, about the Payment of the said Bond, the Particulars of which, this Deponent did not come to the knowledge of that He was summoned to appear before the said Arbitrators and to give his Evedence Concerning the Dispute when it was settled at Chengleput, which he did, to the best of his knowledge and this Deponent saith not more to this, or to the other Interrogatory

Henry Crawford
Examiner

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the defendants in a Certain Cause wherein Charles Tod Lieutenant Colonel in the Hon.ble United East India Company's Troops is Complainant And Shattan Cherry Sheshy Iyer, Shadshavan Paymahoor Iyavaken, Calleapetty Tremalengar, Velly Pootoor Iyawar

47

Syamsaver Syah, Chillanacahoor Chedambarnah Moodelly
Chedandy Perriah Moodelly, Sontarey Vasanady Moodelly
Comrapooley, and Moodu Naick are Defendants

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

To Aubur Varagee Reddyar 2 ..... Did you or did you not draw out the Bond Instrument or Paper Writing now produced and shewn to You purporting to be a Bond or Writing obligatory from the Defendants in this Cause to Charles Campbell If Yea, when where at whose request & by whose desire did You so draw out the same? Did or did not the Defendants or any of them Sign the same in Your Presence, If Yea, Did they all Sign the said Bond or Writing Obligatory or did any one or more of them Sign the same in the Name of the other of the Defendants? Did or did not the Defendants Sign the same Voluntarily or how & for what Reason and on what Account in particular and at whose Instance did they so Sign the same? Did you or did you not see any Sum or Sums of money paid to the Defendants or any of them at the time they so Signed the said Bond or Obligations as and for the Consideration thereof Or do you or do you not believe that the said Charles Campbell or any other person on his Account did pay or advance to the Defendants any Money on Account of or as a Consideration for their Entering into and Executing the said Bond or Writing Obligatory? Were or were not the Defendants or any of them Confined at the time you drew out and they Signed the said Bond or Obligation? If Yea, which and how many of them and where and by whom and on what Account were they, and how long had they been so Confined and how were they treated during such their Confinement? Did or did not the Defendants or any of them Say any thing to you or desire you to take Notice of or be Witness to any thing at the time they so Signed the said Obligation? If Yea set forth the same fully and particularly and the whole of these Matters together with every Circumstance Relative thereto According to the best of your knowledge Remembrance and belief fully and particularly Declare

Pomaneraja Perumaldeva 3 ..... Did you or did you not See the Defendants or any of them Sign the Bond Instrument or Paper Writing now produced and shewn to you purporting to be a Writing Obligatory from the Defendants in this Cause to Charles Campbell? If Yea did all the defendants Sign the said Bond or Writing Obligatory or did any one or more of them

Sign the same in the name of the other Defendants? did they or did they not Sign the same Voluntarily or how and for what Reason and on what Account in particular and at whose Instance did they so Sign the same? Did you or did you not see any Sum or Sums of Money paid to the Defendants or any of them at the time they so Signed the said Bond or Obligation as and for the Consideration thereof. Or do you or do you not believe that the said Charles Campbell or any other Person on his Account did pay or advance to the Defendants any Money on Account of or as the Consideration for their Entering into and Executing the said Obligation? By whom was the said Obligation drawn out and at whose Request? Did you or did you not Set or Subscribe Your Name thereto as a Witness If Yea, at whose request did you so Set or Subscribe Your name thereto? Were or were not the Defendants or any of them Confined at the time they Signed the said Obligation If Yea which and how many of them and where and by whom and on what Account were they, and how long had they been so Confined, and how were they treated during such their Confinement? Did or did not the Defendants or any of them Say any thing to you or desire you to take Notice of or be Witness to any thing at the time they so Signed the said Obligation If Yea what in particular did they so Say or desire you to take Notice of or be Witness to? The whole of these Matters together with every Circumstance Relative thereto according to the best of your knowledge Remembrance and belief fully and particularly Declare

To all the Witnesses 4th ..... Do You know of any other Matter or thing or have you heard or can you set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendants? If Yea, Declare the same according to the best of your knowledge Remembrance Information and belief together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated

John Sykes
Attorney for the Defendants

Mayors Court at Madrasapatnam

Between Lieutenant Colonel Joseph Campbell Complainant and Sattan Cherry Sheshy Syar, Shadashanan, Pygmahoor Syanaken, Callapetty Immamalingar Welly Pedoor Syanvar Syah Chillanachoor Chedambarrah Moodelly Chedandy Perriah Moodelly, Sontary Vasanadah Moodelly Comrapooley, and Moodu Naick defendants

Depositions

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

Arthur Veeragoo Reddyar of Arthur, Inhabitant Aged 42 years or thereabouts being Produced as a Witness in this Cause, on the part of the Defendants was on the 21st day of November 1766 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Lanagapah 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 8 Years and the Defendants 10 Years or thereabouts

2d To the Second Interrogatory this Deponent saith, he did draw out the Bond Instrument or Paper Writing now Produced and shewn to him, the 20th day of October 1762 in Chingleput Pattum, at the request of Vencatachillum Aubash to the Complainant the Defendants before they could be brought upon to sign the said Bond were kept under the custody of some Seapoys sent over them by Vencatachillum the Complainant Aubash, three or four days one day only being sent home to eat their Dinner, the Seapoys always accompanying them — the Defendants objection for signing to the said Bond, was, because the same Pagodas (1400) mentioned therein was not owing by them, but by the Amuldar of Salawauck tho' them had been paid the Principal sum of one thousand Pagodas upon which Sum four hundred Pagodas interest was due making the amount to be fourteen hundred Pagodas, owing from the Amuldar of Salawauck the Defendants however at last by compulsion, signed the said Bond one of them put his mark the other wrote their name — more this Deponent deposeth not to this, or to the last Interrog

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Lieutenant Colonel Joel Complainant
and Shaltan Cherry Sheshy Iyer, Shadchanan Cayamakoor
Iyaswaken Calleapelly Soamalengar, Velly Pedoor Iyaswar
Iyah Chillamachoor Chedambaram Moodelly Chedamby

Perriah Moodelly, Tantamy Vasanadah Moodelly
Comrapooley and Moodu Naick Defendants

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

Bommerajah Perum Veeradayah of Pomeeraperum, Inhabitant Aged 62 Years or thereabouts, being Produced as a Witness in this Cause, on the part of the Defendants was on the 22 day of November 1766 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Lanapah, who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn & Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith, he has known the Complainant 16 Years and the Defendant 14 Years or thereabouts

3d To the third Interrogatory this Deponent saith, he saw two of the Defendants by name Ingawa Iyah and Comaren sign the Bond now Produced and shewn to him the said two Defendants told this Deponent, when they were going to sign / under the custody of some Seapoys, sent over them by Vencatachillum the Complainants Aubash they likewise said to Vencatachillum there are 5 or 6 other Persons whom you should send for Vencatachillum answered them, no you two must first sign, and if the other persons come, we will see and make them sign too, they two aforesaid Defendants also said to Vencatachillum, you paid one thousand Pagodas to the Amuldar of Salawauck for which sum the Amuldar forced from us, an obligation and now You have added the interest of four hundred Pagodas, to the Sum of Pags (1000) you lent to the Amuldar making the amount, Pagodas /1400/ and exact from us an Obligation for that sum, of which, neither from the Amuldar nor you, have we ever received one cash — Arthur Veeragoo Reddy drew out the Bond now shewn to this deponent, by desire of Vencatachillum and this Deponent was Requested by Vencatachillum to Witness the same, but he refused, objecting that it would be a great way to go to Madras as a Witness Vencatachillum said there would be no occasion for his going there this Deponent then witnessed the same further this Deponent deposeth not

not to this, or to the last Interrogatory

Richard Lathom

Examiner

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Defendants in a Certain Cause wherein Charles Tod Lieutenant Colonel in the Honble United East India Company's Troops, is Complainant and Shattan Cherry Sheshay Iyer, Shadshavan, Paymahoor Iyavaken Calleapetty Tremalengar, Velly Pootoor Iyawar Iyah, Chittanachoor Chedambarrah Moodelly, Chedandy Perriah Moodelly, Tontarey Vasanadah Moodelly, Comrapooley, and Moodu Naick are Defendants.

1st 1 ... 2d 2

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

To Munnay Permaul Moodelly and Vengaiah Moodelly ... 2 ... Do You know or do you not know who Vented the Salawauck Country in or about the Year of our Lord One thousand Seven hundred and Sixty One, If Yea setforth the Name or Names of such Person or Persons as Vented the same, and by whom the same was Inhabited, do You or do You not know what was the Yearly Amount or Produce of the said Country about that time, If Yea setforth the Amount thereof Is there or is there not any Custom in the said Country between the Inhabitants and the Venters thereof about the Produce of the said Country or do or do not the Inhabitants Generally pay to the Venters any part of the Produce of the said Country or any thing in lieu thereof, If Yea what is the particulars of such Custom, and what part of the said Produce do the Inhabitants generally pay to the Venters, and what is generally the Amount thereof? Did or did not the Venter or Venters of the said Salawauck Country by any means Obtain a Bond or Writing Obligatory from the defendants in this Cause and any other Person or Persons in or about the

said Year One thousand Seven hundred and Sixty One, If yea, how and by what Means or Methods & in what Manner and for what reason or on what Account in Particular did the said Venter or Venters so Obtain the Same, and what was the Amount thereof? Was or Was not any Money paid to the said Defendants or any of them on Account of the said Bond as and for the Consideration thereof as You know or believe? Did or did not the said Defendants and any other Person or Persons at any time afterwards discharge or pay unto the said Renter or Renters the Amount of the said Bond, If Yea, how long afterwards and for what reason and at whose Instance and on what Account in Particular did they so Discharge the same, and what Methods did they take to Discharge it? did or did not the said defendants and other Inhabitants of the said Salawauck Country at any time after they had Discharged the said Bond leave the said Country and go to Chinglepat, If Yea, how long afterwards and for what Reason or on what Account did they so Quit the said Country? did or did not any Person or Persons Employed in the Nabobs Affairs at any time after the Arrival of the said Defendants and other Inhabitants at Chinglepat send any Letter Cowle or Paper Writing or Writings about their Quitting their said Country and to desire them to go to Arcot If Yea did they or did they not go to Arcot accordingly if not, for what Reason or on what Account in Particular did they Omit going? did or did not the said Defendants or any of them and any other of the said Inhabitants Sign or Execute a Bond or Obligation in the Name of the Complainant at any time in or about the month of August in the Year of our Lord One thousand Seven hundred and Sixty two, If Yea what was the Amount of the said Bond or Obligation, and for what Reason or on what Account and at whose Instance did they so Sign the same? did they or did they not Sign the same? did they or did they not Sign the same Voluntarily, if not how otherwise? Were they or were they not Confined at the time they so Signed the said Bond or Obligation, If Yea by whom, and at whose Request and on what Account in Particular were they so Confined? did or did not the said ... Defendants or such Persons as Signed the said Bond as aforesaid receive any Sum or Sums of Money from the Complainant in this Cause or any other Person or Persons as You know or believe as and for the Consideration thereof? to whom was the said Bond given or by whom was it kept and what afterwards became of it? Was the said Bond at any time afterwards Mortgaged to any Person for any Sum of Money, If Yea, by whom and to whom was the same so Mortgaged and for what Sum of money and on what Conditions? the whole of these Matters according to the best of your

Your knowledge Remembrance Information and belief together with the reasons of such Your belief and how know or became Acquainted with these Matters fully and Particularly Declare

To Japahreddy and Varaday Reddy

3d ..... Did or did not the Renters of the Salawauck Country at any time in the Year of Our Lord One thousand Seven hundred and Sixty two let Vencatachillum Moodelly the Complainants Dubash have any Village or Villages at a Cheap or any Rent, If Yea, at what Rent and on what Account in Particular did the said Renters let the said Vencatachellum Moodelly so have the same? How long was the said Vencatachellum Moodelly Possessed thereof? Was He or was He not obliged to Quit or give up the said Villages, If Yea how long after the same were let to him and for what reason was He obliged so to do? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the reasons of such Your belief and how You know or became Acquainted with these Matters fully and particularly Declare

To Nynathan Moodelly and Cheddumburum Moodelly

4th ..... Did or did not Vencatachellum Moodelly the Complainants said Dubash at any time in the Year of our Lord One thousand Seven hundred and Sixty two and after Vencata Rayen and Ragadrada Rayen had Quitted the said Country of Salawauck send any Seapoys after the said Defendants and other Inhabitants of Salawauck to Seize and Carry them to him the said Vencatachillum Moodelly at Chinglepat, If Yea, did they so Seize and Carry them or any of them to Chinglepat If Yea, for what reason or on what Account and for what Purpose were they so Seized and Carryed there? Did or did not the said Vencatachillum Moodelly by any Means Induce Campbell or Oblige the said Defendants or any of them or any other of the said Inhabitants to Sign or Execute A Bond for two thousand five hundred Pagodas or any other Sum of Money in the Name of the Complainant, If Yea, for what Sum and how and by what Ways Means or Methods did He so Induce Compell or Oblige them to Execute the same? Did or did not the Complainant or his said Dubash or any other Person or Persons as You know or believes pay any Sum or Sums of Money to the said Defendants or any of them or any of the other Inhabitants as and for the Consideration of the said Bond? did or did not the said Vencatachellum Moodelly Immediately or soon after the said Defendants had Executed the said Bond demand Payment of it, If Yea how soon afterwards And what Answer did they

give thereto and what was done in Consequence thereof? Did or did not the said Vencatachillum Moodelly Confine the said Defendants or any of them or any of the other Inhabitants at Chinglepat? If yea, how long did He so Confine them and for what reason, and on what Account in Particular did He Release them? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the reasons of such your belief and how You know or became Acquainted with these Matters fully and Particularly Declare

To Ninapah Moodelly and Narnapah Iyen

5th ..... Did or did not the said Vencatachellum Moodelly the Complainants said Dubash at any time in or about the year of our Lord One thousand Seven hundred and Sixty three send Sepoys to Arrest any of the said Defendants and Carry them before Major Charles Campbell, If Yea, Did they Arrest them and Carry them before him, If Yea, how many of them were so Arrested, and for what purpose and on what Account were they so Carryed before the said Charles Campbell, and what Passed or what Conversation was there had between the said Charles Campbell, and the said Defendants or any other Person or Persons on that Occasion and what was done in Consequence thereof? did or did not the said Charles Campbell Refer the Dispute or Matters in Question to One Meer Saib at Arcot? If Yea, Did He send any Message to the said Meer Saib about the said affairs, If Yea, what Message did He send & by whom did He send the same, and what Answer did the said Meer Saib return? The whole of these Matters according to the best of your knowledge Remembrance Information and belief together with the reasons of such Your belief and how you know or became Acquainted with these Matters fully and Particularly Declare

To Vencatah Ramah Iyen and Veddagorry Iyer

6th ..... Did or did not Major Charles Campbell at any time in the Year of our Lord One thousand Seven hundred and Sixty three Refer a Dispute between him and the said Defendants or between the said Defendants and Vencatachellum Moodelly the Complainants said Dubash unto Meer Saib If Yea what was the Dispute and what did the said Meer Saib do, or Order to be done in Consequence thereof? Was or was not the said Dispute referred to Arbitration, If Yea, what was done in Consequence of such reference? Did or did not the said Arbitrators make any Order or Award about the said Matters, If Yea set forth the Particulars thereof fully and at large, did or Did not the said Arbitrators requested the said Vencatachillum Moodelly to Shew

or did not the said Vencatachellum Moodelly and the said Defendants soon afterwards Quit Arcot togo to Madras, If Yea, for what Reason and upon what Conditions did they so Quit the same? Did or did not the said Vencatachellum Moodelly Arrest and Confine the said Defendants or any of them at Conjeveram in their Way to Madras and Carry them to Chinglepat If Yea, for what Reason did He so Arrest them, and where and how long did he keep them Confined and how did He treat them? Did or did not the said Vencatachellum Moodelly force Oblige or Compell the said Defendants and any other Person or Persons to Execute or Sign a Bond or Obligation for one thousand four hundred Pagodas or any other Sum of Money in the Name of Colonel Charles Campbell If Yea by what ways or Means did He so Oblige or Compell them to Sign the same and for what Reason or on what Account? Did or did not the said Vencatachellum Moodelly or any other Person or Persons Advance or Pay unto the said Defendants or any of them any Sum or Sums of Money as and for the Consideration of the said Bond as You know have heard or do believe? The whole of these Matters According to the best of your knowledge Remembrance Information and belief together with the reasons of such Your belief and how You know or became Acquainted with these Matters fully and Particularly Declare

To Ramah Kistnah and Ninapah Moodelly — 7th Did or did not Major Charles Campbell at any time in the Year of our Lord One thousand Seven hundred and Sixty three send any Seapoys or other Person or Persons to the Country of Salawauck to Seize the said Defendants or for any other Purpose, If Yea for what Reason or on what Account did he so send them? Did or did not the said Defendants in Consequence thereof or how otherwise go to Madras to make a Complaint to the Governor If Yea, did they or did they not make such Complaint If Yea, what Order or Directions was there given or what was done in Consequence of such Complaint as You know remember or do believe? the whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the reasons of such Your belief How You know or became Acquainted with these Matters fully and Particularly Declare

To Narrain Pulley — 8th Did or did not Vencatachellum Moodelly the Complainants Dubash the said Defendants at any time in or about the Year of our Lord One thousand Seven hundred and Sixty three Chose Arbitrators and an Umpire at Madras to Settle a dispute between them, If Yea who were the said Arbitrators and Umpire, and what was the dispute did or did not the said Arbitrators and Umpire require a Penalty Bond from the Parties to abide by their Award or Umpirage, If Yea, Did they or did they not enter into an Execute One, if not why not? Did or did not the said defendants or the said Vencatachellum Moodelly Object thereto, If Yea, which of them made such Objection, and what was the Purport thereof, and for what Reason in Particular did they not enter into the said Bonds? And what was done in Consequence of this or their refusing to enter into the said Bonds? the whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters fully and Particularly Declare

To Chetchapah Moodelly — 9th Did you or did you not at any time since the Commencement of this Suit against the said Defendants go with Tyawar Iyen or any other of the said Defendants and any other Person or Persons to the House of Mr. Bramley the Complainants Attorney in this Cause to Sequet a sight of the Bond on which they are now sued, If Yea was or was not the said Bond shewn to you If Yea by whom was it shewn? Was or not any Question or Questions asked about the said Bond, If Yea what was the Particulars of such Questions or Question, and by whom Asked, and who Answered them, and what Answer or Answers did such Person or Persons give thereto? Was or was not any Questions Asked about the Bond in the Complainants other Suit against Mootyapah Moodelly and several other Defendants, If Yea, what and how many or Questions, and by whom Asked, and what Answer or Answers was or were made to such Question or Questions, and by whom? the whole of these Matters according to the best of your knowledge Remembrance Information & belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters fully and Particularly Declare

To Veerapah — 10th Did or did You not since the Commencement of this Suit Shew Tyawar Iyen or any of the other defendants in this Cause the Bond on which the said Defendants are now sued If Yea, Did You or did You not Ask any Question or Questions about it or the Amount of it. If Yea what Question or Questions did You so Ask and of whom and what was the purport of the Answer or Answers thereto and by whom was or were such Answer or Answers given Did You or did you not Ask any Question or Questions about the Bond in the Complainants other Suit against Mootyapah Moodelly and other Defendants, If Yea, what Question or Questions did you so Ask, and of whom, and what Answer or Answers did You or Receive thereto, and from whom? the whole of these Matters according to the best of Your knowledge Remembrance Information & belief together with the Reasons of such Your belief and how You know or became Acquainted with these Matters full and particularly

particularly Declare
Scall the Witness 11th ..... Do you know of any other Matter or thing or have you heard or
Set forth any thing touching the Matters in Question in this Cause that may tend to
or Advantage of the Defendants? If Yea Declare the same according to the best of
knowledge Remembrance Information and belief together with the reasons of
Your belief as fully as if you had been thereunto particularly Interrogated

Sworn before me
John Hyde
Attorney for the Defendants

Mayor's Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble
Campanys Troops Complainant and Chattan Cherry, Cheetharry Iyan
Chadchavan, Paymaheur Iyanachem, Calliapetty Iremalanguy, Tully
Protoor Iyanar Iyah Chittanachoor, Chedambarrah Moodelly,
Chedandy Purriah Moodelly, Sontary Casamadah Moodelly Comapoo
and Moodew Naick, Inhabitants of Salawauk Defendants.

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

To be Sworn
To Interrogatories
Mannapa

Mumnay Permaul Moodelly of Chittanachoor Village Aged 36 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendants was on the 23d
of February 1767 shown at the Office of Mr Charles Bromley Attorney for the Compl
-ainant, by Canacapah who left a Note of the Name Title and Place of abode of the
Deponent and afterwards on the same day being Sworn and Examined Deposeth as
followeth viz.

1st To the first Interrogatory this Deponent saith, he has known the Complainant
2d To the second Interrogatory this Deponent saith that Vencatrey and Ragamadow
were the Renters of the Salawauck Country in the Year 1761, and both Acted as
Amuldars for the Nabob the Defendants in this Cause were part of the Inhabi
-tants of the said Country, which at that time Rented of the Nabob for Nine or ten
thousand Pagodas Yearly That is was Customary for the Inhabitants to allow the

the Renters half of the Produce of the Country, which at that time might Yield them 20000
Pagodas but the said Renters did Compell the Inhabitants to Sign a Bond for 18500 Pagodas on
Account of half of the Yearly Revenues or Produce of the said Country of Sallawauck, and procured
one Veragoo Reddy to be Security for the Payment thereof, the by a Calculation not above 20000
Pagodas would have been the whole Produce thereof That within one Year of the date of the
said Obligation the Renters forced and Compelled the Inhabitants to pay the whole Amount
which by the assistance of the said Veragoo Reddy and disposing of all their Effects, it
enabled them to do That the ensuing Year the Inhabitants fearing the Amuldars would
again use violent Means of exacting Money from them, quitted Sallawauck and came and resided
at Chingleput That one Ananthia, a Servant of Meer ab at Arcot and who was then at
Chingleput gave information to his Master of the ill usage these People had met with
from the Renters and Amuldar of Salawauk and their being obliged to quit their Country
on that Account On which the said Meer ab wrote for these Defendants and Inhabitants
to come to Arcot, and they were about to proceed thither, when Ragamadrow and Vencatrey the
aforementioned Amuldars and Renters came to Chingleput and having got one Vencatachillum,
Dubash to the Complainant in their Interest by a promise of 200 Pagodas they by his means brought
four of the Defendants to his House and having got them confined there, made them by force
and Compulsion, sign a Bond for 2500 and odd Pagodas in the Name of the Complainant
said to be indebted by these Defendants to the Amuldar and Renter, on Account of Charges
and Arrears more this Deponent saith not to this Interrogatory
To the last Interrogatory this Deponent saith that one or both of the Amuldars borrowed of
the Complainants Dubash, the sum of 1000 Pagodas in Consideration of which they
gave him their Note and Mortgaged the said Defendants Land, besides permitting him
to enjoy the benefits of five Villages depending on Salawak, at a very moderate Rent more
this Deponent saith not to this Interrogatory.

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Charles Smith Lieutenant Colonel in the Honble United East India Companys Forces Complainant and Shattan Cherry, Sheshy Iyer, Shadshavan, Paymahoor Iyavaken, Calleapetty Tremalengar, Velly Pootoor Iyavar Iyah Chitta-nachoor Chedambarrah Moodelly, Chedandy Perriah Moodelly Tontarey Vasanadah Moodelly, Comapooley, and Moodu Naick Inhabitants of Salavauk Defendants

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

Vengapah Moodelly of Venamangalum Village, Farmer, Aged 32 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendants was on the 23 day of February 1767 shewn at the Office of Mr. Charles Bromley 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 hath known the Defendants 15 Years or thereabouts, but has no knowledge of the Complainant.

2d To the second Interrogatory this Deponent saith One Vencatroy was the Venter of Salavauk, and a person named Vaganadore, collector of the Rents, tho' both Acted as Amuldars for the Nabob, about the Year 1761 — that the defendants in this Cause, were part of those who at that time Inhabited that Country, the Produce of which, this Deponent beleives might be about Nineteen, or twenty thousand Pagodas Yearly to the Inhabitants half of which, it was customary to Allow the Renters but these Amuldars did Compell and Oblige the said Defendants who were the Principal Farmers to Sign and Execute a Bond for 18,500 Pagodas, on Account of their Proportion, altho it was well known, the Grain then on the Grounds would not, when cut, Yield above 20,000 Pagodas — the above Amuldars within a Year, after their Obliging the Defendants to sign

Sign the said Bond, demanded of them the Amount, and forced them to discharge the same that this ill usage of the Amuldars, Obliged the said defendants to part with all their Effects Cattle &c.a (to enable them to pay the Amount of the Bond) and afterwards to quit their habitations, and come and reside in Chengleput — this deponent saith that Meersaib at Arcot being informed of this Transaction wrote to the said Defendants and others, Inhabitants of Salawauk desiring them to come to Arcot, and they were about to proceed thither, but the said Amuldars came at that juncture to Chengleput, and having previosly agreed with one Vencatachillum the Complainants Dubash, he assisted them in getting four of the Defendants in his House, where they were confined for some days, untill they had been made to Sign a Bond made out in the name of the Complainant for 2500 and odd Pagodas which these Amuldars pretented were due to them by the Defendants on Account of Charges Arrears &c.a and more this Deponent saith not to this Interrogatory.

To the last Interrogatory this Deponent saith, the abovementioned Amuldars did borrow and Receive of the said Vencatachillum the Sum of One thousand Pagodas, as Security for which loan, they Mortgaged the Defendants abovesaid Bond to him and allowed him to Vent five Villages in the Salawauk Country at a very moderate Rate more this Deponent deposeth not

[illegible]

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United East India Company's Forces Complainant and Shattan Cherry, Sheshy Iyer, Shadshavan Paymahoor Iyavaken, Calleapetty Tremalengar, Velly Pootoor, Iyavar Iyah, Chittanacahoor, Chedambarrah Moodelly, Chedandy Perriah Moodelly, Comrapooley and Moodu Naick of Salavauk Inhabitants Defendants

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

Iyapah

Iyapah Reddy Head Inhabitant of Venaiga Nellaure Village Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 23 day of February 1767 sheum at the Office of Mr Charles Bromley 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.

1 To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant but has known the Defendants 30 or 40 Years.

3 To the third Interrogatory this Deponent saith, Vencatachillum Moodelly the Complainants Dubash, did Rent and Receive of the Amuldar of Salawauk, five Villages at a very reasonable Rate that he does not know how much the said Vencatachillum agreed to pay for the other four Villages: but for his he was to have paid at the Rate of 30 Pags. p Annum this Deponent heard, the Reason why these Amuldars these favours to the said Vencatachillum, was because he had lent them the Sum of Pags that the said Vencatachillum kept Possession of these Villages only 40 days: when the Amuldar and Renter being dismissed from their respective employs, their Successors would not allow him to keep them any longer and more this Deponent saith not to this Interrogatory.

of 1 To the last Interrogatory this Deponent saith that he was at Chengleput at the time Vencataroy the Renter and Ragunadrow the Amuldar of Salawauk came thither, that they by means of Vencatachillum the Complainants Dubash sent for the Inhabitants of Salawauk, who had left that place, and absconded to Chengleput, but only four of them could be found, that these four were kept in Confinement 3 Days at the House of the said Vencatachillum, untill they were Compelled and obliged to sign a Bond drawn out in the Complainants Name for 2500 Pags and odd Pagodas, tho they really were not indebted either to them or the said Complainant this Deponent further saith, that Vencatachillum having lent the said Renter and Amuldar, 1000 Pagodas they Mortgaged the above mentioned Bond to him, besides making over to him the Rent of 5 Villages as above deposed by him and further this Deponent saith Not.

Henry Crawford Examiner

Mark of Iyapah Reddy

Mayors Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United East India Companys Forces Complainant and Thallaw Cherry, Sheshy Iyer, Shadasharam Paymaheer Iyavaden, Callapelly Swamalingar, Velly Teetoor Iyavar Iyah, Chillamachoor Chedambarrah Moodelly, Chedandy Comrah Moodelly, Comrapooley and Moodu Narch, of Salawauk Inhabitants Defendants.

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

Varada Reddy of Vardantanguellee Village Farmer Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 23 day of February 1767 sheum at the Office of Mr Charles Bromley 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.

of 1 To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant but hath known the Defendants 30 Years or thereabouts.

2 a To the third Interrogatory this Deponent saith that Vencataroy the Renter of Salawauk together with Ragunadrow the Amuldar, did allow Vencatachillum Dubash to the Complainant to Rent five Villages dependant on Salawauk, at every reasonable Rate, tho he does not know particularly what the said Vencatachillum was to have paid for them this Deponent heard, that the above said Renter and Amuldar, did borrow and Receive of the said Complainants Dubash the sum of 1000 Pagodas for which Consideration they allowed him to injoy the benefits of the said Villages, that the said Vencatachillum was obliged to quit the Possession of them in about 40 days as the Amuldar and Renter, aforementioned were dismissed from their Employs by order of Muxsutoolacauon at Arcot and their Successors would not permit him to retain the said Villages in his Possession and this Deponent saith not more to this Interrogatory.

To the last Interrogatory this Deponent saith, he happened to be at Chingleput when

Chingleput when Vencatray, and Raganadraw, (the Venter and Amuldar of Salawauk came thither. that by Means of the abovesaid Vencatachillum, they sent for the Inhabitants of Salawauk (all of whom had taken refuge in Chengleput to avoid their persecution) but only four were then to be found. that the said four being brought to the house of Vencatachillum, they were kept in Confinement there untill they had by much ill usage forced them to sign an Obligation in the name of the Complainant for upwards of two thousand five hundred Pagodas, tho they did not owe him, or them any thing — That Vencatachillum kept the said Bond as security or Mortgage for 1000 Pagodas he had lent the said Raganadraw and Vencatray from whom he Rented 5 Villages at a cheap rate, for this Consideration also — more this Deponent saith not to this Interrogatory —

Henry Crawford
Examiner

The Mark of Varada Reddy

Mayor's Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Hon'ble United East India Companys Forces Complainant and Shattan Cherry Sheshay Iyer, Shadshavan, Paymahoor Iyavaken Calleapelly Tremalingar Velly Pootoor Iyavar Iyah, Chittanacahoor Chedambarrah Moodelly, Chedandy Perriah Moodelly Tontary Vasanda Moodelly, Comrapooley, and Moodu Naick, Inhabitants of Salawauk Defendants

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

Nynathan Moodelly of Chittanachoor Village Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendants was on the 28th day of February 1767 shewn at the Office of Mr. Charles Bromley 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 no knowledge of the Complainant

Complainant but has known the Defendants 10 Years or thereabouts —

4th To the fourth Interrogatory this Deponent saith, that about the Year 1762, and just after Vencata Ryen, and Raganada Rayen the Amuldars of Sallavauk, were Dismissed from their Employment. Vencatachillum the Complainants Dubash did send about twelve, or fifteen Seapoys into the Sallavauk Country to Seize and bring away from thence some of the Inhabitants thereof to him at Chingleput — That ten of them (the Defendants in this Cause) were so brought and the said Vencatachillum immediately Confined them in his House and by Compulsion and force induced and obliged six of them to sign their Names to a bond made out in the Name of the Complainant for upwards of 2500 Pagodas (that the other four Defendants, had, some time before been Obliged by the said Vencata Rayen, and Reganada Rayen, in like manner to sign the said Bond in the House of the Complainant said Dubash when it was made over to him by the said Amuldars as a Security, or Mortgage for the Sum of One thousand Pagodas he at that time lent to them) — that immediately after the Bond was Signed by the said ten Persons, defendants in this Cause Vencatachillum demanded payment of the One thousand Pagodas he had lent the Amuldars. and for which this Bond was deposited as Security in his hands but the said Defendants declared they had received nothing in liew thereof; nor were they indebted to the Amuldars in any sum or sums of money, as pretended by them, but were unjustly, and unwarrantably Compelled and forced to set their hands to the same that upon this refusal of the said Defendants to pay the One thousand Pagodas, Vencatachillum had them Punished and cruelly treated, and turned them into the Strut where they were kept under a Guard for some days, untill others of the Sallawauk Inhabitants who were then at Chengleput, seeing the usage the Defendants Received, came to Madras to Complain in their behalf Vencatachillum having intimation of this Immediately released the said Prisioners on Condition they would reeal those who were come to Madras to Complain against him — and more this Deponent saith not to this or to the last Interrogatory —

Henry Crawford
Examiner

[illegible]

Mayors Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United East India Company's Forces Complainant and Shattan Churry, Sheshy Iyer, Shadashavay, Payamahoor Iyavaken Callenpelly Iremalingar Velly Pottoor Iyavar Iyah Chillamachoor Chedambarnath Moodelly, Chedandy Periah Moodelly, Tantarey Casandah Moodelly Comrapooley and Moodoo Naick Inhabitants of Salawauck Defendants

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

Cheddumbourum Moodelly of Killawarum Village Farmer, Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 28th February 1767 shewn at the Office of Mr Charles Bromley 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 Defendants 12 Years or thereabouts but has no knowledge of the Complainant

4th ..... To the fourth Interrogatory this Deponent saith that Vencatachillum Moodelly about the Year 1762 and three months after Vencata Rayen and Ragonada Rayen the Amuldars of Sallawauk had quitted the Country of Salawauk did send about 15 Sepoys into that Country to arrest seize and bring from thence some of the Inhabitants thereof, to Chingleput, to him — That ten of them bring thus brought Vencatachillum kept them confined in his House, and having produced a Bond drawn out in the Complainants name for about 2500 Pagodas, he by force and Compulsion, Obliged six of the said ten Persons to sign their Names to the said Bond, the other four having, at the same time aforesaid been obliged, by the said Vencata Rayen and Ragonada Rayen, and with the assistance of Vencatachillum, to sign the same, that the said Vencatachillum

immediately after the signing of the Bond by the said six Defendants told them all that the same had been made over to him by the said Amuldars of Sallawauk as security for the Sum of One thousand Pagodas he had lent them and insisted on their Discharging the said Sum immediately but the Defendants declared they had never received of the Amuldars any thing in lieu thereof, nor were not indebted to them, but they Compelled them unjustly to Sign the Bond that on the said Defendants refusing to pay the One thousand Pagodas, Venkatachillum had them turned out of his House, and kept under a Guard in the Street, where by his Direction, Sadashava and Procuramah two of his People beat and Cuffed them — That during this interval the said Complainants Dubash heard from Moodoo that some of the Inhabitants of the Sallawauk Country had come thither to Complain against him, in behalf of the Defendants in this Cause, on which he immediately released them, but conditionally that one of them should go with a Peon to disarm the said Inhabitants from Madras — more this Deponent saith not to the last Interrogatory

(£3 6 0 0 0 6)

Henry Crompton Examiner

Mayors Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble Companys Forces Complainant and Shattan Churry Sheshy Iyer, Shadashavan, Payamahoor Iyavaken, Callapelly Iremalingar Velly Pottoor Iyavar Iyah Chillamachoor Chedambarath Moodelly, Chedandy Periah Moodelly Comrapooley and Moodoo Naick of Salawauk Inhabitants Defendants.

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

Nimapah Moodelly of Madras Dubash Aged 46 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 19th February 1767 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Conacapah who left a note of the Name Title and Place of abode of

of the said Deponent and afterwards on the same days being Sworn and Examined deposeth as followeth

1st ... To the first Interrogatory this Deponent saith, He has known the Complainant 10 Years and the Defendants 5 Years or thereabouts

2d 7 ... To the Seventh Interrogatory this Deponent saith, that his Master Colonel Charles Campbell sent for the Defendants in this Cause to Madras immediately after the Departure of the Complainant to Europe — that upon his demanding payment of the Bond due from them to the Complainant they denied their owing him any money, but that at Chengalpet they were forced and Compelled to sign an Obligation for One thousand four hundred Pagodas by the Complainants Dubash the said Colonel Campbell — then sent for the Witnesses, who declared they had Witnessed the Bond as a voluntary Act and Deed of the Defendants, and this Deponent knows the not what happened afterwards as he accompanied his Master to Madura — that he heard that a Petition was presented by the said Defendants to the Governor, but does not know if they were any ways redressed thereby — more this Deponent saith not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United Company's Troops Complainant and Shattan Cherry Shesharry Iyer Shadashavan Payonahoor Iyanaker, Calleapetty Tormalengar Telly Potoor Iyanar Iyah, Chittanachoor Chindamburrah Moodelly Chedanby Perriah Moodelly Tantery Vasanadah Moodelly Comrapooley and Moodu Naick, Inhabitants of Salawauk Defendants

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

Narnapah Iyen a Brahmin Inhabitant of Arcot Aged 30 Years or thereabouts

or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 23d day of February 1767 sworn at the Office of Mr Charles Bramley Attorney of the Complainant by Canacapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn & Examined deposeth as followeth

1st ... To the first Interrogatory this Deponent saith, he hath no knowledge of the Complainant, but hath known the Defendants 10 Years or thereabouts

3th ... To the fifth Interrogatory this Deponent saith that Venatachellum Moodelly, did in or about the Year 1763, send some Seapoys and by force bring one of the Defendants in this Cause, before Major Charles Campbell at Cellore — That they were so brought on Account of Money said to be owing by them to the Complainant, but when asked by the said Major Charles Campbell concerning the same, they absolutely, and unanimously, declared they were not indebted to the Complainant, but that Venatrayen and Raganaboon the Renters of Salawauk, Compelled and obliged them to Sign a Bond in the name of the said Complainant to the Amount of 2331 Pagodas — The said Major Charles Campbell then kept them in Confinement seven or eight days, and afterwards sent them to Mersaib at Arcot, with his Dubash, who was Brother to the Renters, to which the said Mersaib would settle the Affair in Question, and more this Deponent deposeth not to this, or to the last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United Company's Forces Complainant and Shattan Cherry Shesharry Iyer Shadashavan, Payonahoor Iyanaker, Calleapetty Tormalengar Telly Potoor Iyanar Iyah Chittanachoor Chedam banah Moodelly, Chedanby Perriah Moodelly Comrapooley and Moodu Naick of Salawauk Inhabitants Defendants

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

in this Court as followeth

Vencata Ramah Iyen Inhabitant of Vndawauck Village Aged 32 Years or thereabouts being produced as Witness in this Cause on the part of the Defendants was on the 28th day of February 1767 sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Conacopah 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 Defendants 20 Years or thereabouts

6th ..... To the Sixth Interrogatory this Deponent saith that the Defendants were sent by order of Major Charles Campbell to Arcot where Muneeboliaum the Amildar was desired by him to settle a Dispute between them and the Complainant concerning some money said to be owing from the former to the latter. That this Dispute was referred by Muneeboliaum to the Arbitration of some of his Principal Officers who being deputed by him to enquire into and determine the same they settled it as follows — that should the tenor of the Bond Mortgaged by the Amildars to Vencatachillum Moodelly that the money was actually received of the said Vencatachillum in that Case the two Defendants pay the Complainant but should it be mentioned in the said Bond that the Amount thereof is for part of the Rents due from the Defendants to the Amildars then the said Defendants are to discharge the whole and if the said Bond should mention nothing in particular in consequence of the nature of the Debt but only run according to the usual tenor of Bond, in such Case the One thousand Pagodas should be paid both by the Amildars and Defendants in equal Proportion the said Arbitrators before the above determination directed Vencatachillum to produce the Bond and he promised they should have it in five days from Madras to which Place he would write for it and in the meantime gave them this Promise in writing but before two days had elapsed the said Vencatachillum acquainted the Arbitrators he was called to Madras by the Complainant his Master who informed him in a letter of his intention of soon embarking for Europe and ordered him to attend immediately which Obliging him to go he desired the Defendants and Amildars might accompany him to Madras where this Dispute should be made up this Request being

Granted

Granted he sent out with the Defendants all of whom he caused to be arrested by some Seapoys he had with him and carried them to Chingleput at which place he confined them eight days during this interval they were obliged and Compelled by the said Vencatachillum to Execute a Bond in the name of Major Charles Campbell for One thousand four hundred Pagodas — This Deponent during the whole above transaction at Arcot was there and was an Eye Witness of every circumstance which occured but he only heard from others of what happened to the Defendants at Chingleput — more this Deponent saith not to this or to the last Interrogatory

Sworn the 28th Feb 1767

Before me

Henry Crawford
Examiner

Mayors Court at
Madrasapatnam

Between Charles Tod Lieutenant Colonel in the Honble United East India Companys Forces and Shattan Chetty Sheshy Iyer, Shadashavan, Cayamahan Iyavahen, Callapelly Sremalengar Vally Pootoor Iyavar Iyah Chellanachoar, Chedambarrah Moodelly Chedandy Perriah Moodelly, Tandarey Cavanadah Moodelly, Cannapooley and Moodu Naich, Inhabitants of Salavauck, Defendants

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

Veddagerry Iyer of Puddoopet Village Farmer Aged 28 Years or thereabouts, being produced as Witness in this Cause on the part of the Defendants, was on the 7th day of March 1767 sworn at the Office of Mr Charles Bramley Attorney for the Complainant by Conacopah, who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant, but has known the Defendants 15 Years or thereabouts

6th ..... To the Sixth Interrogatory this Deponent saith he was at Arcot when the Defendants in this Cause were sent thither by Major Charles Campbell to Muneaib to settle a dispute concerning some Money said to be indebted by the said Defendants to

to the Complainant that Mur Saib referred the said Dispute to five of his Principal Officers to be settled by Arbitration. That the Award of the said Arbitrators was that if it was insisted in the Bond Mortgaged to the said Vencatachillum by the Amuldar, that the money was actually received of the said Vencatachillum, then the said Amuldars were to pay the Money. but if on the Country, it should be that the said Money is in part of the Bonds owning by the said Defendants to the Amuldars, the Defendants then must discharge the Bond — But if the Bond should only run, thus" that the money was borrowed and received of Vencatachillum, without including any Particular Clause, then, in such Case both the Defendants, and Amuldars should pay the 1000 Pagodas in equal Proportions that the Arbitrators did request the said Vencatachillum to shew them the Amuldars Mortgage Bond, but he told them it was at Madras, giving them a promissory Note under his hand that they should receive it in five days — That two days after this Transaction, the said Vencatachillum came and acquainted the Arbitrators, he had received a letter from his Master Ordering him to hasten down to Madras at he was going to imbark for Europe, he the said Vencatachillum, therefore, desired the Arbitrators to dismiss him and the Defendants with whom he would endeavour to settle the Dispute in Question at Madras That they accordingly left Arcot and at Conjeveram, Vencatachillum ordered the Defendants to be seized on, which being done they were conducted to Chengleput, and kept in Confinement eight days there, during this Interval, the said Vencatachillum forced, Compelled and Obliged these said Defendants to sign a Bond drawn out in the name of Major Charles Campbell for the Sum of One thousand four hundred Pagodas the additional 400 Pagodas being interest due on the one thousand / this Deponent further deposeth that all tho' the money was actually borrowed and received of the said Vencatachillum by the Amuldars Yet, as he well knew, they had it not in their Power to discharge, or repay him, He committed this Outrage, to excuse to himself the Payment of the Money, by any Means whatsoever — more he saith not to this, or to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Charles Ld Lieutenant Colonel in the Honble United East India Company's Forces Complainant and Shallum Cheroy, Sheshay Iyer ..... Shadashavan Paymahoor Iyavachem Callapelly Timmalengar, Velly Pedoor Iyanar Iyah ..... Chittamacahoor Chedambanah Moodelly, ... Chedandy Perriah Moodelly, Santarey Vaanadah Moodelly, Cumpapooley and Moodoo Naick, Inhabitants of Salawauk, Defendants

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

Vanna Kistnah of Callacaud Village Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 28 day of February 1767 sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Conjapah who left a Note of this Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as follows to the ——

1st ..... To the first Interrogatory this Deponent saith, He has no knowledge of the Complainant the Defendants, he has known 30 Years or thereabouts

7th ..... To the seventh Interrogatory this Deponent saith, that in the Year 1763 Major Charles Campbell did send three Sepoys with a Chubdar, into the Salawauck Country, with Order to seize, and bring to him, all or as many of the Defendants as they could find, on Account of Money said to be Owing by them to the Complainant in this Cause, but the said Defendants, having Intelligence of their approach, Escaped their reach and came down to Madras to prefer a Complaint — That they did present a Petition to the Governor setting forth that they did not owe the Complainant any thing. but he referred them to the said Major Charles Campbell they then laid their Case before him but he again referred them to the Complainants Dubash Vencatachillum, or to Mr James Hay to have the Affair settled more this Deponent saith not to this or to the last Interrogatory

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Hon'ble United Company's Forces Complainant and Shattan Cherry, Sheshy Iyer, Shadashavan Paymahoor Iyavaken Calleapetty Tremalengar, Velly Pootoor Iyavar Iyah, Chittanachoor ..... Chedambarrah Moodelly, Chedandy Perriah Moodelly, Tontarey Vasanadah Moodelly, Comrapooley and Moodu Naick Defendants

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

Patchapah Moodelly of Tondary, Aged 60 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendants was on the 25th day of March 1767 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Conacapah who left a Note of the Name Title and Place of abode of the said Deponent & afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant but has known the Defendants 40 Years or thereabouts

9th ..... To the Ninth Interrogatory this Deponent saith he went with Iyawar Iyah and Comrapooley two of the Defendants in this Cause, and also one Ninapah Moodelly to the house of Mr Charles Bromley the Complainant's Attorney: where these two Defendants requested the said Attorney's Dubash to let them have a sight of the Bond for which they and some others were sued in the Mayors Court that the Dubash of the said Attorney did shew them the Bond on seeing which they both declared they were not indebted to the Complainant or any one else the amount of the said Bond but were compelled and obliged to sign the same the Defendants then desired the said dubash to shew them another Bond, for the Amount of which, the Complainant sued Mootiapah and three others, and the Dubash produced the same and asked them if that was a just debt, to which they replied, that Comranpooley and three others did borrow of Vencatachillum Moodelly the Sum of One thousand Pagodas, seven hundred and fifty odd of which, was paid him in three different Payments, but the said

Venctachillum denies one Payment of a hundred Pagodas made by him by one Goindoo Iyen and also of seven Pagodas out of the other two Payments more this Deponent saith not to this or to the last Interrogatory

The Mark of Patchapah Moodelly

Henry Crawford
Examiner

Mayor's Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Hon'ble United Company's Forces Complainant and Shattan Cherry, Sheshy Iyer, Shadashavan, Paymahoor Iyavaken Calleapetty Tremalengar, Velly Pootoor Iyavar Iyah Chittanachoor, Chedambarrah Moodelly, Chedandy Perriah Moodelly ..... Comrapooley, and Moodu Naick of Salavauk Inhabitants Defendants

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

Veerapah of Madras Dubash Aged 22 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendants was on the 21st day of March 1767 shewn at the Office of Mr Charles Bromley 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 7 Years & only two of the Defendants, (Iyawar Iyah and Comrapooley) about 4 or 5 Months

10th ..... To the Tenth Interrogatory this Deponent saith that the two abovementioned defendants with a servant of Mr Sykes came to his Masters House, with a desire from Mr Sykes that Mr Bromley would shew them the Bond for the Amount of which they were sued; that Mr Bromley gave this Deponent the Bond to Shew them, at which time only Iyawar Iyah remained, the other Defendants and Mr Sykes's Servant having been gone this Deponent then shewed him the Bond; on seeing which he said, it was made out in the Name of Colonel Charles Campbell from whom they have received no Money but that they were indebted to Colonel Tod that Mr Bromley then asked him why he would not pay the amount to Colonel Tod as he acknowledged the Debt to which he replied that the Payment must be jointly according to the tenor of the said

Bond

Bond and not seperately. and that the Complainant had forced and Obliged him and two or three others to sign for all the rest — that his Master Mr Bramley then desired this Deponent to shew the said Defendants another Bond for which Mootiapah Moodelly and three others were sued, and to ask him on what account were they so sued. and this Deponent replyed that they had paid part of the Money on Account of that Bond but the Complainant will not acknowledge one hundred Pagodas of the said payment and more this Deponent saith not to this or to the last Interrogatory —

Henry Corbyford

Examiner

Further Additional Interrogatories

to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the defendants in a certain Cause wherein Charles 3d Lieutenant Colonel in the Honble United East India Company's Service Complainant And Shallan Chetty Shetty Iyer ..... Shadshawan Paymaheer Iyaswhen Callapelly Iswmal =engar Velly Pootoor Iyaswar Iyah Chittanacahoor Chedambanah Moodelly Chedandy Pundah Moodelly Tontaney Vaanadah Moodelly Comaapooley and Moodu Naick are Defendants —

Colonel 1st ..... Did or did not the Defendants in this Cause or any of them and any other Person or Persons Execute or Sign a Bond or Obligation in the Name of the Complainant at any time in or about the Months of August in the Year of our Lord One thousand Seven hundred and Sixty two, If Yea, what was the Amount of the said Bond or Obligation and for what Reason or on what or whose Account and at whose Instance did they so Sign the same. Did they or did they not Sign the same Voluntarily or with their own free Will, if not how otherwise? Where did they so Sign the same? Did or did not the said defendants or such Persons as so Signed the said Bond as aforesaid Receive any Sum or Sums of Money from the Complainant

in this Cause or any other Person or Persons as You know or believe as and for the Consider=ation thereof? to whom was the said Bond given or by whom was it kept and what afterwards became of it? Was the said Bond at any time afterwards Mortgaged to any Person for any Sum of Money, If Yea By whom and to whom was the same so Mortgaged and for what Sum of Money and on what terms or Conditions. Did or did not Venkataraya and Rageonadaraya formerly Renters of the Salawauch Country, or either of them give you and any other Person a Letter to Carry to Venkatachellum Moodelly the Complainants Dubash If Yea, what was the Purport of the said Letter and for what Reason or on what Account did you so Carry the same and who went with you on that Occasion Did you or did You not Carry the said Letter to the said Venkatachellum Moodelly, Did or did not the said Venkatachellum Moodelly give you any Sum of Money, If Yea what Sum and on what Account and what was You to do with it, and what did you do with it? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the reasons of such Your belief fully and Particul=arly Declare —

Nannain Reddy 2d ..... Are you or are you not an Inhabitant of the Country called Tandanoor Yea Did or did not the Inhabitants of any other Country or Countrys at any time in or about the Months of February in the Year of our Lord One thousand Seven hundred and Sixty Seven leave their own Country and go to the said Tandanoor Country, If Yea what Inhabitants and of what Country or Countries and for what Reason or on what Account did they so leave their own Country or Countries and go to the said Country Did or did not any Person or Persons related or belonging to or sent by Venkatachi=llum Moodelly the Complainants late Dubash at any time in or about the said Months of February One thousand Seven hundred and Sixty Seven apply to One Latchooman =achanny and make any request of him with regard to his becoming Evidence in any Cause or any other request, If Yea, what is the Name or Names of such Person or Persons as made the said Application and when where and in whose Presence did He or they make such Application and how was or were He or they related to or Connected with the said Venkatachellum Moodelly and whose Account did He or they so Apply and what was the Purport of the Request which he or they so made & what Conversation passed between or among them on that Occasion? Is or is not the said Latch=oomanachenny Indebted to the said Venkatachellum Moodelly in any Sum or Sums of

of Money? the whole of these Matters according to the best of Your knowledge Remembrance Information and belief together with the reasons of each your belief fully and particularly Declare

John Sykes
Attorney for the Defendants

Mayors Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United Company's Forces Complainant and Shettan Chitty Shethey Iyah Shadachavan Pagamahoor Iyavaken Calleapelly Iremalengar Velly Pedoor Iyavar Iyah Chittanacahoor Chidambarrah Moodelly Chidandy Penniah Moodelly Comrapoolcy and Moodu Naick of Sallawauk Inhabitants Defendants

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

Elande alias Smith Aged 20 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendants was on the 24th day of February 1767 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Coracapah who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that the Defendants in this Cause; about the Year 1762 were forced and Compelled by Vencatarayen and Ragunadrayen the Amildars of Salawauk and Vencatachellum Dalack to the Complainant in this Cause to Sign a Bond in the Name of the said Complainant for two thousand five hundred and thirty odd Pagodas — that four of them were at first so Compelled to Sign & the other six about three Months after: that it was done in the House of the said Vencatachellum in Chingleput Nattam — That the said Defendants did not receive any Consideration whatever from the Complainant, or any one else that the said Bond was delivered to the Amildars, who afterwards Mortgaged the same to the Complainant's said Dalack Vencatachellum for the Sum of One thousand Pagodas he sent them: that for this Sum they also allowed him to rent five Villages in the Sallawauk Country at a cheap Rate, and gave him a promissary Note of two hundred Pagodas — That the said Vencatarayen and Ragunadrayen did given him the Deponent and one Narrain Chitty both these acting as Shroffs a Letter to carry to the said Vencatachellum at Chingleput on the delivery of which he gave them at first Eight hundred and fifty Pagodas and afterwards one hundred and fifty in all one thousand Pagodas with which sum they returned to Sallawauk and delivered it to the said Amildars more this Deponent saith not to this Interrogatory

Henry Crawford
Examiner

Mayors Court at Madraspatnam

Between Charles Tod Lieutenant Colonel in the Honble United East India Company's Forces Complainant and Shettan Chitty Shethey Iyah Shadachavan Pagamahoor Iyavaken Calleapelly Iremalengar Velly Pedoor Iyavar Iyah Chittanacahoor Chidambarrah Moodelly Chidandy Penniah Moodelly Tambarey Vasandah Moodelly Comrapoolcy and Moodu Naick Inhabitants of Salawauk Defendants

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

Narrain Reddy of Tandary Farmer Aged 60 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendants was on the 5th day of March 1767 shewn at the Office of Mr Charles Bromley Attorney for the Complainant by Coracapah who left a note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the Second Interrogatory this Deponent saith that he is an Inhabitant of the Country of Tandary — that the Inhabitants of all the Villages depending on Tarandy Quitted them and came to Tandary about a Month since and took up their Residence at the House of a Pondarum near a Tank in the said Village — That the Reason of their Leaving their own Country was on Account of the Amildars not being

doing them Justice in Sharing with them the yearly produce of that Country — That one Sadasiava com in Law of Vencatachillum Moodelly the Complainants Dubash came thither with a Peon named Mootal about 15 Days since and immediately on their arrival the said Sadasiava sent his Peon to all to him, one Latchoomanachetty who had lately come thither with the rest from the Country of Carangely that the said Sadasiava on the others arrival told him Vencatachillum Moodelly desired he would come down to Madras, Latchoomanachetty then said he imagined it was an Account of his Debt to Vencatachillum that he wanted him, but the other assured him to the Contrary and said that he was only wanted to make a declaration at Madras, that the Defendants in this Cause did Sign and deliver a Bond for which they received the just Amount thereof Sadasiava further told him, if he would comply with this Request, he should not pay any interest on the money he owed Vencatachillum and the Principal only when convenient to him — That this Deponent and four or five others were present at his Conversation, after which the said Sadasiava came to Madras, followed by Latchoomanachetty with the abovementioned Peon — more this Deponent cannot say to this Interrogatory.

Henry Crawford
Examiner

The Mark of Nannaina Reddy

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 2d day of May Anno Domini 1767

Charles Tod

Vers

Shattan Cherry Sheshy Iyer &ca Defendants

The Attorney for the Defendants Acquaints the Court that upon looking over the Depositions in this Cause He finds that Venkatachillum Vencataroy and Ragonadarum Examined on the part of the Complainant appears to be Interested in the issue of the Suit, And therefore prays that their Depositions may be thrown out and Ordered that this Matter be Determined when the Suit comes on to be Heard

A true Extract
P. M. Stane
Regr

Mayors Court at Madraspatnam

Tuesday the 4th Day of August Anno Domini 1767

Present

Anthony Sadlier Esquire Mayor
Peter Mariette — Thomas Powney
Edward Tracey — & John Holland
Aldermen

Mayors Court

Between Charles Tod Lieutenant Colonel in the Honorable United English East India Companys Troops Complainant and Shattan Sheshey Iyer [illegible]

Pagonahoor Iyanakem, Calleapelly Tummalang ar Telly Pothoor Iyanar Iyah Chittanachoor Chedambarah Modelly Chedandy Periah Modelly Tantary Vecandah Moodelly, Killah Vellum Patcheapah Comapooley Mattatoo Vencatashaw Naick and Moodu Naick, All of Sallawauck Inhabitants but at Present of Madras Defendants

This Cause coming on to be heard and debated this Day in the Presence of the Attornies on both sides and Reading the Complainants Bill with a translate of an Obligation annexed, The Defendants Answer with translates of two Cowls a Bond and an Agreement annexed, The Replication, the Rejoinder, The Interrogatories and Depositions on the part of the Complainant with a Bond annexed the Interrogatories and Depositions on the part of the Defendants, Four Exhibits on the part of the Defendants, An Extract from the Minutes of Court, On hearing the Readings made use of by the Attornies and on the Consideration had thereon Appearing to the Court that the Amount of the Bond on which the Defendants are sued was not lent to them, but that the Complainants Dubash Venkatachillum Moodelly lent to Vencataroy and Raganadarum Renters of the Salawauck Country the Sum of One thousand Pagodas Pagodas 1000 — and as a Security for the said Sum they deposited with the said Venkatachillum Moodelly an Obligation of the Defendants to the said Renters for two thousand five Hundred and thirty one Mamodelly Pagodas three Fanams and Sixty Cash, which appears to have been Extorted from the Defendants by force and Violence, without any Valuable Consideration given by the said Renters And it also appearing to the Court that the Defendants were by Imprisonment and other ill Usage obliged and Compelled by the said Venkatachillum Moodelly to Execute the Obligation on which they are now sued without their Receiving any valuable Consideration for the same, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the said Obligation shall be Cancelled and Annulled, and that the Complainants Bill shall stand Dismissed with Costs. — Plan

Read and filed
19th May 1767

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Jolly of Fort Saint George Merchant that Ralph Taylor of the same place Victualler stands Indebted unto Your Orator in the full and just Sum of Two Hundred and Sixty Seven Pagodas Current Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of One hundred and Six Pounds and Sixteen Shillings arising upon a Bond or Obligation bearing Date the fifteenth day of May in the Year of our Lord One thousand Seven Hundred and Sixty Seven which Bond or Obligation is in Your Orator's Custody and ready to be produced to this Honble Court when Required And Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Ralph Taylor of the said Sum of Two Hundred and Sixty Seven Pagodas

But now so it is may it please this Honorable Court the said Ralph Taylor 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 Agreeable to Equity and good Conscience To the End therefore that the said Ralph Taylor may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before setforth and alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Sixty Seven Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

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

John Sykes
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 11th Day of August
Anno Domini 1767

Present

(L.S.)

Anthony Sadlier Esquire Mayor
Arthur Cuthbert and Francis Jourdan
Aldermen

Mayor's Court

Between John Jolly of Fort Saint George Merchant Complainant and Ralph Taylor of the same place Victualler Defendant

It appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two hundred and Sixty Seven Pagodas (Pagodas 267 .....) together with such Interest as now is or shall hereafter become due thereon, untill full Payment is made also all Costs of this Suit

Pour

Filed the 12th July
Read the 14th Do 1767

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Patterson of Fort Saint George Inhabitant that Whereas Gopu Chitty Swamy of the same Place Inhabitant Stands indebted unto Your Orator in the full and just Sum of Eighty Nine Pagodas Current Money of Madras which Sum after the rate of Eight Shillings for every Pagoda will Amount to the Sum of thirty five Pounds twelve Shillings or thereabouts Sterling Money of Great Britain Arising upon an Obligation bearing date the twenty first day of April in this present Year of Our Lord One thousand Seven hundred and Sixty Seven as will more fully and at Large Appear by a Translate of the said Obligation the Ballance of an Account Current and transfer thereto hereunto annexed for the Inspection of this Honble Court which was Assigned over to Your Orator by Cordapah Son of Saggala Narranapah Naick of Madras Merchant and which prayer may be admitted as part of this Your Orators Bill of Complaint.

Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Gopu Chitty Swamy of the said Sum of Eighty Nine Pagodas But now so it is may it please this Honble Court that the said Gopu Chitty Swamy obstinately and will fully refuses 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 agreeable to Equity and good Conscience

To the end therefore that the said Gopu Chitty Swamy may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged and set forth 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 Eighty Nine Pagodas with all such Interest as now is or shall hereafter become

due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Gopu Chitty Swamy to be Summoned and Inquired by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof Personally to be and appear before this Honble Court prepared and Appointed then and there to Stand and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Philip Reeffer
Attorney for the Complainant

Shewn to Me between the Days of Adjournment let a Summons Issue Returnable the Next Court day

12th July 1767 Smith Sadleir Mayor

21 April 1767

I Gopu Chitty Swamy do hereby Acknowledge to have borrowed & received from Cordapah the Son of Sagala Narranapah Naick the Sum of One hundred and Nine Pagodas and fourteen Fanams Current Money of Madras which Sum becomes payable the first day of May next with the Interest after the rate of Nine p Cent p Annum Drawn by Ganapaty

(Signed) Gopu Chitty Swamy

Witness
Kitchen Naick
Mambalam Ramah Naick

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

Philip Reeffer
Attorney for the Complainant

Dr. Gopu Chitty Swammy in Account Current With Verdapah Son of Sagaloo Narranapah Naick — Cr.

			P	F	C				P	F	C
1767 April	21st	To the Amount of Your Obligation of this date	110	14	"	1767 May	10	By Cash received in Part of your Obligation	33	"	"
		To Interest on Ditto from the 21st of April 1767 to the 10th of July 1767 is 2 19 @ 9 P Cent P Annum	2	7	"			By Interest on 33 from May 10th 1767 to July is 2 Month @ 9 P Cent P Annum	"	21	"
		To 10 Gross of Spoons	30	"	"			By Cash received on Acct. of Spoons	20	"	"
									53	21	"
								By Ballance	89	"	"
		Pagodas	142	21	"			Pagodas	142	21	"

Fort St George 10th July 1767
Errors Excepted
[illegible]

Know all Men by these Presents that I Verdapah Son of Sagaloo Narranapah Naick of Madras Merchant in Consideration of a Promissory Note of Hand to Me Given by John Paterson of the same place Inhabitant for the Sum of Eight Nine Pagodas Current Money of Madras do hereby assign and setover unto the said John Patterson to his own proper use without any Account to be given for the same, the Sum of Eighty Nine Pagodas and all other Sum or Sums of Money as are remaining due and Payable upon or by Virtue of the above Account Current arising from an Obligation bond dated the twenty first day of April in this present Year of Our Lord One thousand Seven hundred and Sixty Seven and all my Right Title Interest and demand in and to the same and do give and grant unto the said John Paterson full Power and Authority to Demand and receive the Same to his own use and upon Receipt thereof to give discharge for the same or any part thereof and I the said Verdapah do hereby Covenant and agree to and with the said John Patterson that the said Sum of Eighty Nine Pagodas is justly due and owing that I have not received the Same or any Part thereof. In Witness whereof I have hereunto Set My Hand in Fort St George this tenth day of July in the Year of our Lord One thousand Seven hundred and Sixty Seven.

Signed in the Presence of [illegible]

Mayor's Court at Madraspatnam

Tuesday the 18th Day of August Anno Domini 1767

L.S.

Present
Anthony Sadlier Esquire Mayor
Thomas Powney — Charles Smith &
John Hollond — Aldermen

Mayor's Court

Between John Patterson of Fort Saint George Inhabitant Complainant and Gopu Chitty Swammy of the same place Inhabitant Defendant

It appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainant's Bill but wilfully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eighty Nine Pag.s (Pagodas 89 " " ") together with such Interest as now is or shall hereafter become Due thereon, untill full Payment is made also all Costs of this Suit.

Hur

Read and filed the 8th Oct. 1767

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Modelly Trevengadum Chitty of Madras Merchant that Christian Van Teylingen of the same place Esquire stands indebted unto Your Orator in the full and just Sum of Nine hundred and thirty four Pagodas Twenty three fanams and twenty Cash making in Sterling Money of Great Britain at the

the Rate of Eight Shillings for every Pagoda the Sum of Three hundred Seventy three Pounds Sixteen Shillings and Six Pence or thereabouts As will Morefully appear by a List and an Account Current hereunto Annexed for the Inspection of this Honble Court and your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the said Christian Van Teylingen to pay unto Your Orator the said Sum of Nine hundred thirty four Pagodas Twenty three fanams and Twenty Cash

But now so it is may it please this Honorable Court the said Christian Van Teylingen Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Christian Van Teylingen 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 Amore Especially that He may Setforth and Discover whether He is not Indebted unto Your Orator in the above mentioned or some other and what Sum And whether He has paid the same or any and what Part thereof to Your Orator and when where and in whose Presence he so Paid the same And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Nine hundred and thirty four Pagodas Twenty three fanams and Twenty Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

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

John Sykes
Attorney for the Complainant

Modellu Trevengadum Chittys Account with Mon^r Christian Van Teylingen late Chief of Pullicate

						P	F	C
1759 September	25th	To Ballance of Old Account Settled this Day				234	"	"
		To Piece Goods delivered at Sundry times for Your Own Use as p^r Particulars Viz^t						
June	11th	Beteelas	1 p^o	3 " 18 "				
		Cambays 8 Cov^ds	6 p^o	9 18 "				
		Moorees Black	3 p^o	5 " 6 "				
		Gingham Black 18 C^d	10 p^o	17 " 12 "	36 6 "			
August	20th	Ditto Ditto 21 D^o	2 p^o	3 " 18 "				
		Ditto Ditto	1 p^o	3 " " "	6 " 18 "			
	22d	Beteelas	1 p^o	2 12 "				
		Handk^o fine Red	10 p^o	65 " " "				
		Pallampores Small	5	3 6 "		"		
		Handk^o fine Black	1	2 18 "				
		Ditto fine Ditto	5	17 " 12 "				
		Thread fine for Sowing	72 lb	" 16 "				
		D^o Coarse	2 lb	" 23 "				
		Cambrick fine	8 p^o	32 " "				
		D^o Gave a Captaine	2 p^o	7 " 12 "				
		Moorees fine	1 p^o	3 12 "				
		Thread fine	2 lb	3 " 12 "				
		Beteelas 3 Cov^ds broad	1 p^o	8 " "				
		Ditto 2 1/4 Ditto	1 p^o	6 12 "				
		Cambrick	2 p^o	8 " "				
		Beteelas Superfine	1 p^o	12 " "				
		Cambrick Superfine	4 p^o	24 " "				
		Ginghams 18 Cov^ds long	5 p^o	10 " "	207 " 15 "			
September	25th	Beteelas 4 Cov^ds broad	1 p^o	10 12 "				
		Ditto fine 4 Ditto Striped	1 p^o	10 12 "				
		Ditto fine 3 Ditto	1 p^o	8 " "				
		Ditto fine 2 Ditto	1 p^o	6 " "				
		Beteelas Handk^o	1 p^o	4 12 "	39 " 12 "			
October	26	Beteelas	1 p^o	6 " 12 "				
		Ginghams 21 Cov^ds long White	2 p^o	4 " "				
		Thread fine	1 lb	" 23 "				
		Ditto Coarse	72 lb	" 6 " 20	11 17 " 20			
		Carried Over			301 " 20 20			
		Carried Over				234	"	"

		Brought Over			234	
1759		Brought Over		301 20	20	
October	27	Gingham & White 2 & Long	1 pc Delivered Armagum Pooley	8		
November	25	Beteelas Handk^fs White	2 pc	6 12		
		Ditto	1 pc	4 12	11	
December	13	Handk^fs Red	2 pc		13	
1760						
January	12	Beteelas	1 pc Del^d Mr Taylor		10 12	
	20	Cambricks Superfine	2 pc d^o Venaga Pooley		12	
	26	Beteelas 3 Cov^d	1 pc del^d Cochin a Cornattypooley	8 12		
		Handk^fs fine	2	13	21 12	
March	13	Thread fine Red & Pollam	del^d Cochin a Cornattypooley		12	
	25	Cambrick	1 pc		2 12	
April	25	Handk^fs Black	4 pc Saml Manc^k Mercium	20		
		Ditto Red	4 pc	26	46	
May	11	Cambricks	2 pc del^d Venga Pooley	12		
		Ditto	4 pc Ditto	22 12		
		Moores fine	10 pc Ditto			
		Red Thread fine	1 3/4 Pollam Do	9	42 21	
	28	Handk^fs Red	2 pc del^d Armagum Pooley	17 12		
		Ditto D^o fine	2 pc	13		
		D^o fine Black	1 pc	3	33 12	
June	2	Beteelas 4/4 Cov^d Broad	2 pc Venagpo Pooley		12	
	26	Long Cloth	22 pc		49 12	
July	1	Gingham Red 18 Cov^d	2 pc Delivered Cochin a Do		5 18	
	4	Long Cloth	20 pc	45		
		Handk^fs Red fine	4 pc del^d Venaga Pooley	26		
		D^o Black	2 pc	9		
		Ditto Red fine	3 pc	17 12		
		Chints	10 pc	18 12		
		Handk^fs Red	3 pc	4 12		
		Clay Cooley for Seapoys Turbands		3	127 12	
					700 23 20	
		Pagoda's			923 20	

Cont^d George 15 Octob^r 1760
Errors Excepted

Christian Van Taylingen in Account with Madrass Armagadum Chitty — 68

P	F	C			
			pd 23 20		
			Pagoda's	pd 23 20	

23	10		Pd Bill Mooreaugh's Saml Last Account		
2			Pd Shive Sook Advance Pay Saml to 26 October 1759		
2			Pd Shive Sook Advance Pay Saml to 11 June 1760		
2			Pd Shive Sook Advance Pay Saml to 27 October 1759 to 26 Decr Saml		
70			1760 Pd ditto ditto Pay Saml to 10 October 1760		
323			Pd Shive Sook Advance Pay Saml to 27 June to 10 October 1760		
423	20		Pagoda's		

Read and filed
15th October 1765

The Answer of Christian Van Teylingen late of Negapatnam but at present of Madras Esquire to the Bill of Complaint of Moodelly Trevangadum Chilly of the same place Merchant

This Defendant now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and insufficiences in the said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is advised is material for him to make Answer unto he this Defendant Answereth and Saith that he is not indebted to the Complainant in any Sum of Money whatsoever for this Defendant Answereth and Saith that some time in the Year one thousand Seven hundred and Sixty two Accounts were depending between the Complainant and this Defendant for Goods sold and Delivered by the Complainant out of the Jurisdiction of this Hon'ble Court to this Defendant who then resided out of the Jurisdiction that on the Eighth day of August in the said Year one thousand seven hundred and Sixty two the said Accounts were Settled and this Defendant found indebted to the Complainant in the Sum of Nine hundred and thirty four Pagodas twenty three fanams and twenty Cash after such Ballance was Accomodated and paid to the Complainant through the hands of his Servant or Conicoply Curranon Comarashswamy who had Orders from the Complainant to Negociate this Business with this Defendant and for so much aforementioned Ballance the said Conicoply for and on Account of his Master the Complainant gave a Receipt and Discharge which Receipt bears date the Eighth day of August in the said Year one thousand Seven hundred and Sixty two Reference to such Receipt when produced to this Honorable Court will morefully and at large appear And this Defendant further saith by Protestation not Confessing or Acknowledging and Matter or thing in the said Bill of Complaint Contained and laid to the Charge of this Defendant may Apparent imperfections and insufficiences such as do afford unto him just Cause and Matter of Exception to plead in Bar of the Complainants

further Proceedings against him in this Hon'ble Court, therefore upon the Benefit and Advantage of Exception whereof this Defendant apprehending accordingly Saith that the Cause of Action arose within the Dominions of a Foreign Power whom owes no Allegiance to the Crown of Great Britain that he this Defendant is a Subject and under the Power of the States of Holland and by them entrusted with the Government of Nagapatnam and its dependences at which place the said Cause of Action arose that he this Defendant is accountable only to that Power that entrusted him with such Government and before them only his Master now before this Honorable Court can be Cognizable that the Complainant and Defendant are both Aliens and of Consequence are not Answerable for the Transactions of each other that arose in the Dominions of another Power And this Defendant further saith that there are Courts of Judicature at Negapatnam where the Complainant may resort to for Justice and in Case of any Verdict against this Defendants Effects as they are in the Hands of the Dutch Company then Residing And for all these Matters Causes and Reasons before Alledged and for divers other apparent Uncertainties and insufficiences in the said Bill doth under favor of this Honorable Court demur in Law and upon all those points of the said Bill and demand Judgment of this Hon'ble Court whether the Premises standing in the Bill as is before alledged he this Defendant shall be Compelled to make any other or further Answer thereunto and whether the Complainant shall be admitted to any Relief, Examination of Witnesses or further Proceedings against this Defendants in this Hon'ble Court thereupon, whose Judgment thereupon this Defendant humbly Expecteth and most humbly Prayeth to be dismissed with his Costs and Damages in this behalf most wrongfully Sustained

14th October 1765

Ch Van Teylingen

Sworn before Me

John Debonaire
Alderman

Chas Bromley
Attorney for the Defendant

Read and filed
14th January 1766

The Replication of Modelly Tewngadum Chitty of Madras Merchant Complainant to the Answer of Christian Van Teylingen late of ... Madras Esquire Defendant

This Replyant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Many Errors Uncertainties Untruths and Insufficiencies in the said Answer Contained for Replication thereunto Saith that the Defendants said Answer is very Uncertain Untrue and Insufficient to be Replied unto And this Replyant further saith that he absolutely denies that the Defendant did on the Eighth day of August in the Year One thousand Seven hundred and Sixty two or at any other time pay to this Replyant through the Hands of his Servant or Conicoply Curramun Comarah Swamy or through the Hands of any other Person whatsoever the Sum of Nine Hundred thirty four Pagodas Twenty three fanams and Twenty Cash or any part thereof but Saith the same is now Justly Due and Owing from the Defendant to this Replyant which this Replyant he hopes in due time Clearly to make appear to this Honble Court and also how daring and Presumptious the Defendant was absolutely to Declare upon Oath in his Answer that the said Sum of Nine Hundred thirty four Pagodas Twenty three fanams and Twenty Cash was Accomodated and paid to this Replyant through the Hands of his said Servant or Conicoply And as a Colour for such his Presumption to Assert that the said Conicoply for and on Account of this Replyant gave a Receipt and discharge for the same when this Replyant Positively Avers that the said Sum Nor any part thereof was ever paid to this Replyant in any manner or through the Hands of any Person whatsoever the Truth of which and in what a fraudulent and Unjust Manner the Defendant has behaved Towards this Replyant and also what Artful Contrivance He has made Use of in Order to Defraud this Replyant and Avoid the Payment of what He is as aforesaid Justly Indebted unto him He this Replyant

clearly appear to this Honble Court by the following Narrative to which He Craves the Attention of this Honble Court when the Defendant was at Pullicate this Replyant Sold and delivered Goods to him which Amounted to the Above Sum of Nine Hundred thirty four Pagodas Twenty three fanams and Twenty Cash and during the Defendants Residence there this Replyant did frequently Apply to the Defendant and Request him to pay the Same and the Defendant from time to time put this Replyant off with Promises of Payment and upon the Defendants departure from Pullicate to go to Negapatnam this Replyant did Again apply to him for Payment when He Desired this Replyant would Send Some of his Servants or People belonging to him to Negapatnam & He would pay the said Sum there And Soon after his Departure from Pullicate this Replyant Sent his Conicoply along with many others who were Going to Settle Accounts with the Defendant at Negapatnam in Order to demand Payment of the said Sum of Money and the Defendant did at Negapatnam as He had done at Pullicate Put this Replyants Conicoply off from Time to time with Promises of Payment till Nine Months were Expired from the time of his first Arrival at Negapatnam on that Occasion And upon his again Applying to the Defendant being very Unwilling to go to Pullicate without the Money as it had been so long due and the Replyant as well as himself on the Replyants Account had been put off with Promises of Payment as before mentioned the Defendant drew out a Receipt or Discharge in Writing and desired this Replyants Conicoply would Sign it and upon the Conicoplys Requesting to be Informed of the Contents thereof Approaching it was a discharge and that if He Signed it the Defendant would not pay him the Money the Defendant Abused Him and threatened to Use him very Ill if He Refused to Sign it and Immediately Ordered him to Sign it and Promised to pay the Money as Soon as He had so Signed it And this Replyants said Conicoply trusting to the Defendants Promises of Payment and being afraid of being ill Treated if He did not Sign the said Discharge before he Received the Money He Signed it and the Defendant Instead of Paying him the Money upon his Signing the said discharge as He had Promised to do again put him off with Promises of Payment for Two or three days and then Instead of Paying him the Money He Ordered the said Conicoply to leave Negapatnam and as the

Defendant was then Governor of Negapatnam this Replyants Conicoply was aforaid if He either Continued at Negapatnam Contrary to the Defendants Orders or Complained of the Ill Treatment to any of the Gentlemen there that He should be severely Punished He was therefore Obliged to return to Pullicate without Receiving the said Sum of Nine Hundred thirty four Pagodas Twenty three fanams and Twenty Cash or any Part then All which this Replyant hopes Clearly to Prove by Sufficient Evidence to the Satisfaction of this Honble Court And this Replyant further Saith that He finding by such the Defendants Proceedings about the said demand that He did not Intend to pay him the said Sum if He could by any Means Avoid it & this Replyant not being able to call him to Account by any Legal Means so long as He was Governor and the sole Authority Vested in him Upon the Defendants Successor the present Governor of Negapatnam Arrival there this Replyant by himself and others by Letter Applyed to the said Governor was Pleased to give the following Answer thereto that had the Defendant Remained at Negapatnam Satisfaction Might have been given this replyant but as He was then at Madras this Replyant had better apply to the Court of Justice there for the Recovery of his debt as Many others were then Making Application to this Honble Court for their Money due from him which Letter is in this Replyants Custody to be Produced when Required And this Replyant further saith that upon his Receiving the said Governor of Negapatnam's Said Answer He Immediately Left Pullicate and Came to Madrass and on his Arrival He immediately went to demand the said Money and the Defendant gave him no further Answer about it than that He would Talk with this Replyant about it another Time and Several Times afterwards on this Replyants applying to him put him off with Promises of Payment and at last after He had so put this Replyant off Several Times He desired this Replyant would bring his Accounts to him which this Replyant Accordingly did And after He had Perused them he did not make the least Objections to any of the Sums Charged in the said Accounts or to any part thereof but desired that they might have Regular Dates put to them which this Replyant also Complied with And Again Delivered them to him and was still put off with Promises of Payment Till at last the defendant gave Orders to the Seapoys who Attended his Gates as Centinels not to Admit this Replyant into his House which

Treatment of the Defendant Respecting this Replyants Just demand Obliged this Replyant to apply to this Honble Court for Relief and to bring the Defendant to A proper Account with this Replyant which when the defendant found this Replyant was Determined to do He sent his Dubash to desire this Replyant would go to him and Matters should be Accomuted this He did the day that this Honble Court was Pleased to grant a Warrant of Arrest against the Defendant in Order that this Replyant might leave the Court and postpone Getting a Warrant of Arrest Against him which was Equally Artful and fraudulent with his other Behaviour respecting this Replyants said demand And this Replyant further saith that He hopes by the above Narrative it will Clearly appear to this Honble Court that the said discharge On which the Defendant founds his defence and which He Obtained in Manner Abovementioned was fraudulently and Unjustly Obtained in Order to defraud this Replyant and Avoid the Payement of his said Just demand and as a further Convincing proof that the Defendant Never paid the said Sum to this Replyant He begs Leave to Observe that had the Defendant Really paid the said Money on his Obliging the said Conicoply to Sign the said Discharge as he ought to have done the Defendant would not have Promised this Replyant Payment upon his Arrival at Madras nor have Desired to have Seen his Accounts but would immediately have told him He Owed him Nothing and Ordered him to go about his Business All which Circumstances this Replyant humbly hopes this Honorable Court will be pleased to take into Consideration and give this Replyant such Relief therein as the Nature of his Case and the very Ill Treatment He has Met with from the Defendant Requires and this Replyant Saith He is very Sorry to have been Obliged to Take up so much of the time of this Honorable Court in Explaining the Nature of his Case with Respect to the Defendant but Humbly hopes the Necessity which must Plainly appear He was under of doing it will be a sufficient Execuse for this Intrusion.

All which Matters and things this Replyant is Ready and willing to Verify Maintain and Prove in such Manner and from as this Honble Court shall direct and humbly Prays as in and by his said Bill he hath already Prayed.

John Sykes
Attorney for the Replyant

Read and filed
25th February 1766

The Rejoinder of Christian Vand Teylingen to the Replication of Modelly Trevangadam Chitty

The said Defendant now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the Incertainty and Insufficiency of the said Replication for Rejoinder saith that all and Singular the Matters and things Setforth in the Defendants Answer is true certain and sufficient in the Law to be replied unto, And this Defendant further saith that the Assertion of the Repliant Respecting the Receipt of the Replyants Conicoply Curranon Comarahswamy of the Eighth day of August in the Year of our Lord One thousand Seven hundred and Sixty two, the same is the most iniquitous As Person that Possibly could been formed to Prejudice the Defendant in the Opinion of this Honble Court and is a defamation invented not only by the Replyant himself but in Conjunction with the Rest of his invidious Enemies at Negapatnam who entirely Supports the several Causes that are Carrying on against him in this Honble Court as clearly appear by the Date of the Replyants Complaint who during the time the Defendant continued here did not make any demand or Application to settle his Accounts till the Departure of the Defendant was made Publish then the Replyant at the instigation of others Prosecuted this Defendant in this Court well knowing the Situation of the Defendants Affairs and the Distress he was then in, the Defendant Admits the Replyant did with many others make their Demands of several Sums of Money as they said were due to them but such demands were not made till the Arrival of his Enemies from Negapatnam and then not till he was ready to depart from this part then like a Torrent bursting in upon him on all sides thinking thereby to detain the Defendant and keep him from going to Europe as the Defendants Enemies well knew that he would make the Earliest application for a regular Examination into his Conduct the Repliant leaving his Accounts in the Hands of the Defendant and the Defendants desiring the Replyant to come again it is very natural for every Person in the seence of distress as the Defendant was then, in to do the

as no Person whatsoever in his Senses would pay a demand without being well Acquainted with the Particulars, and inded the defendant, wat at the Time the several demands made by an incredible Number of Merchant, sensible that some of them were paid and Satisfied he the Defendant took such time as he had to Examine the Accounts and found upon inspecting his Papers that the Replyant had been paid and a receipt given by the same through the hands of the Conicoply, who was employed by the Replyant for that Purpose, and indeed the Case was the same with many others who sensible of the impropriety of their demands were as hamed of their behaviour and never troubled the Defendant more, And the Defendant further saith that he did not Promise to the Replyant on Produceing his Accounts but only desired he might see the Accounts the intention whereof was to Examine them with such Accounts as were in the Defendants Custody and this was natural Enough the defendant further Saith the Replyants Conicoply aforementioned Signed a Receipt in his own Language and gave it to the defendant wherein he the said Conicoply Acknowledged to have received the Contents of the said Bill and to Confirm the same and to satisfye the Defendant he was sufficiently Authorized did give the defendant another Writing thereby Acknowledging himself the Gomaster of the defendant and properly Authorized to give such Receipt under neath the Bill as is there underwrote this Writing is in the Gentoo Language and Signed by the Replyants Conicoply in the Malabar Language thereby acknowledging that All Accounts had been settled and the Ballance thereof paid, as this is the Case the Replyant should resort to his Conicoply for his debt and not because the Conicoply has mis applied his Money think to Oblige the Defendant to make good his Loss this last Writing is Witnessed by two Persons the reason of which was as a precaution this Writing the Defendant further Saith that it appears very obvious the intentions of the Replyant were not Pursuant to his own inclinations but at the instigation of other to serve some Private end as the Defendant had Eluded all their Artifices to detain him both at Negapatnam and here All which Matters and things the 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.

Charles Bromley
Atty for the Defend

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part of the Complainant in a certain Cause wherein Hedilly Sowrayalew Chitty is Complainant and Christian Lavo... Tayling is Defendant

To all the Witnesses

1st ..... Do you know the Parties Complainant and Defendant in this Cause

If Yea, how long have You known them or either and which of them Declare

Comarah Swamy Conciepilly

2d ..... Did you or did he not at any time in or about the Year of Our Lord One thousand Seven Hundred and Sixty One go from Pullicate to Negapatnam to settle any Accounts depending between the Complainant & Defendant, if Yea, what Accounts when and by whose Order and on whose Account did You go to settle the same? Did You or did You not settle the same with the Defendant if Yea after Your Arrival at Negapatnam did You so settle the same & what was the Ballance of such Accounts & on whose favour was such Ballance? Was or was not such Ballance in favor of the Complainant, if Yea Did or did not the Defendant then or at any other time pay such Ballance or any part thereof to You, if not why and for what reason did He Omit paying the same? Did you or did You not sign any Receipt or Memorandum Acknowledging the Receipt of such Ballance, if Yea when and at whose Instance and Request and for what Reason and by whose Orders and Directions did you so sign the same, and in what Language was the same wrote, and wrote the same and by whose Order? Did or did not the Defendant at or about the time you so signed the said Receipt or Acknowledgment promise to pay the said Ballance, if Yea, Did he or did He not pay the same Accordingly? and what in particular passed or was said on that Occasion relative to the said Ballance or the said Receipt or Acknowledgment? Did or did not any Person or Persons Witness the said Receipt or Acknowledgment or Were or were not any Person or Persons and whom present when you so signed the same? Did you or did you not after you had so signed the said Receipt or Ack

said Defendant, if Yea what Demand did you so make and what Answer did he make thereto, or what was the Consequence thereof. The whole of these Matters according to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

Mafsaul Hollo Swamy and Sampath Venkatachellum

3d ..... Were You or were you not present when the Complainants Conciepilly Comarah Swamy settled any Accounts with the Defendant in or about the Year of Our Lord One thousand Seven hundred and Sixty two if Yea what Accounts and when did they so settle the same and on whose behalf did the said Comarah Swamy Settle the said Accounts with the Defendant and 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 Defendant pay such Ballance to the said Comarah Swamy, if not why and for what reason did he Omit paying the same? Did or did not the said Comarah Swamy sign any Receipt or Memorandum Acknowledging the Receipt of such Ballance if Yea when and at whose Instance and Request and for what reason and by whose Orders and Directions did He so sign the same, and in what Language was the same Wrote and by whom Wrote the same and by whose Orders Did or did not the Defendant at or about the time He so signed the said Receipt or Acknowledgment promise to pay the said Ballance if Yea Did he or did he not pay the same Accordingly and what in particular passed or was said on that Occasion relative to the said Ballance or the said Receipt or Acknowledgment? Did or did not the said Comara Swamy After he had signed the said Receipt Make any Demand of the Defendant, if Yea what demand did He so make and what Answer did the Defendant give thereto, or what in Particular passed or what was the Consequence thereof? The whole of these Matters According to the best of Your knowledge Remembrance and belief fully and Particularly Declare

Soobanah and Maratty Bauber

4th ..... Do You know or do you not know of the Complainant Applying to the Defendant at Madras on Account of any Money due to him from the defendant if Yea when and what Particular time or times and for how much did you so Apply, and what in Particular passed upon all or any such Applications or what did the Defendant say or what Answer did He give about the same? The whole of these Matters and every Circumstance relative thereto fully and Particularly Declare

Soobanah and Purnachallah

5th ..... Do You know or do you not know of the Defendants Dubash Applying to the Complainant with a Message from the defendant on or about the eighth day of October last the Day the Complainant Exhibited his Bill of Complaint against the defen

Defendant, if Yea, what was the Purport of such Message or what did the Defendants said Dubash say to the Complainant and what Answer did the Complainant give thereto Did you or did you not afterwards Apply or go to the Defendant by the Order of the Complainant if Yea upon what Account did you so Apply to him and what Passed or was said by or between you and the Defendant on such Application and what was done in Consequence thereof? the whole of these Matters fully and Particularly Declare

To all the Witnesses 6th ... Do you know of any other Matter or thing or have you heard or can You set forth any thing touching the Matters in Question in this Cause, that may tend to the benefit or Advantage of the Complainant if Yea, 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

John Sykes
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Modelly Trevengadum Chitty Complainant & Christian Van Teylingen Defdt

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

Comarah Swamy of Pullicat Conicoply Aged 70 Years or thereabouts being produce as a Witness in this Cause on the part of the Complainant was on the 8th day of May 1766 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conacapah who left a note of the Name, Title, and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

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

2d ... To the Second Interrogatory this Deponent saith, he did in the year 1761 go from Pullicate to Negapatnam by order of the Complainant to settle some Accounts depending between the Complainant and the Defendant on Account

of Cloth sold by the Complainant to the Defendant which Accounts this Deponent settled with the Defendant nine moths or thereabouts after this Deponents arrival at Negapatnam when a Ballance appeared to be in favor of the Complainant from the Defendant of Nine hundred and thirty four Pagodas, twenty three fanams and twenty Cash of Negapatnam Currency the Defendant did not at that time, or since pay any part of the said Ballance to this Deponent — the Defendant told this Deponent he would pay him the said Ballance and Ordered him to write a Receipt for it, which he denied doing before he had Received the money the Defendant then compelled this Deponent to sign his name in Mallabar to a Paper afterwards the Defendant turned this deponent away without paying him the Ballance Jumpah Vencatachellum and Massauh Holloo Swamy were present, when the Defendant compelled this Deponent to sign his Name, and are Witness that this Deponent did not at that time receive any Money on Account of the Ballance due from the Defendant to the Complainant More this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Mayor's Court at Madraspatnam

Between Modelly Trevengadum Chitty Complainant and Christian Van Teylingen Defendant

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

Massauh Holloo Swamy of Pullicate Conicoply Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 14th day of May 1766 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conacapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ... To the first Interrogatory this deponent saith, he has known the Compt 20 Yrs & the defd 8 Yrs or thereabt

2d ... To the Second Interrogatory this deponent saith, he was present when the Complainants Conicoply Comarah Swamy, settled Accounts with the Defendant at Negapatnam, in or about the Year 1762, on Account of the Complainant — for Cloth sold by the Compl to

to the Defendant at which time a Ballance appeared in favor of the Complainant from the Defendant, of more than Nine Hundred Pagodas — the Defendant did not at that time pay any part of the said Ballance to Comarah Swamy but the Defendant wanted Comarah Swamy to write a Receipt for the said Ballance, which Comarah Swamy refused doing without first Receiving the Money the Defendant however, at last compelled Comarah Swamy to sign his Name to a Paper and then told him to go away to Pullicate immediately, else he should be punished — and that him the Defendant would send the money to the Complainant — more this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Mayor's Court at Madraspatnam

Between Modelly Trevengadum Chitty Complainant and Christian Van Teylingen Defendant

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

Jumpah Vencatachillum of Pullicate Peon Aged 38 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 8th day of May 1766 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Canacapah 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 Complainant 20 Years and the Defendant 8 Years or thereabouts

3d To the third Interrogatory this Deponent saith, he was present when the Complainant's Conicoply Comorah Swamy in the Name of the Complainant, settled Accounts with the Defendant in or about the Year 1762 — on Account of Cloth the Complainant had sold to the Defendant, when a Ballance appeared to be in favor of the Complainant from the Defendant / what Sum this Deponent not remembered

The Defendant did not then pay any of the said Ballance to Comra Swamy but told him to sign his Name to a Paper, which Comra Swamy refused doing, without first Receiving the Money but the Defendant at last Compelled Comra Swamy to sign his Name to the Paper, and then told him immediately to go away to Pullicate more this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

The Mark of
Jumpah 2 Vencatachillum

Mayor's Court at Madraspatnam

Between Modelly Trevengadum Chitty Complainant and Christian Van Teylingen Defendant

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

Soobanah 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 7 day of April 1767 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Conacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he has known the Complainant 5 Years and that he knew the Defendant 6 Months or thereabouts

4th To the fourth Interrogatory this Deponent saith, when the Defendant came here from Negapatnam he first resided in the Fort house, where the Complainant Purnashallah, and this Deponent paid attendance several days before they could get admittance — at last the Defendant sent in for the Complainant this Deponent and Purnashallah accompanying him — the Complainant then told the defendant he had brought his Account and desired he would settle with him — the Defendant said I am going to Church I cannot stay the Defendant afterwards went to live at Mahofuz Cawn's Garden, where the Complainant also went and in this deponents Purnashallahs and Maratty Bauboo's presence produced his Account Current with the Defendant which the Defendant took, and told the Complainant to bring the Particulars, and the date thereof — the Complainant a few days after accordingly

accordingly did — the Defendant Received the same and told the Complainant to come again in two or three days — the Complainant several times afterwards paid attendance, but was Prevented from going into the Defendant by some Sepoys at the Defendants Garden door — the Complainant then put the Defendant into Court upon which the Defendant sent his Dubash to call the Complainant to him the Complainant refused going, but by the Dubashs desire sent Curma-challah and this Deponent — the Defendant told them, that if the Complainant would be Mrs Russells house at 12 o'Clock he would come there and Settle Accounts with him the Complainant thereupon went to Mrs Russells House at 12 — o'Clock the Defendant was also there and told his Dubash to tell the Complainant he could not settle with him then but if he would come out to the Garden at 4 — o'Clock every thing should be adjusted the Complainant replyed to the Defendants Dubash, that he had put the Defendant into Court and would not go — More this Deponent deposeth not to this, the fifth and last Interrogatory

Richard Latham

Examiner

Mayors Court at
Madraspatnam

Between Modelly Trevengadum Chitty
Complainant and Christian Van Eyglingen
Defendant

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

Maratty Baiboo of Madras Pion Aged 35 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 7th day of April 1767 sworn at the Office of Mr Charles Bramley Attorney for the Defendant by Comacapoh 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

4th — To the first Interrogatory this deponent saith, he has known the Complainant 2 Years and the Defendant 6 Months or thereabouts

4th — To the fourth Interrogatory this Deponent saith he does know of the Complainant going several times with an intention to apply to the Defendant at Madras on Account of Money due to the Complainant from the Defendant the first time when the Complainant going was when the Defendant lived at Mahofuz Cawns Garden the Defendant then told the Complainant, as this Deponent was informed by the Complainant, that his Accounts were at Negapatam, therefore could not say any thing to his demand on the second application the Complainant made the Defendant bid him to bring a particular written account of every thing, which the Complainant accordingly did the Defendant received the said Account, and put into his Pocket and told the Complainant to come again in two or three days — so this Deponent was likewise acquainted by the Complainant — the Complainant going two or three days afterwards, was denied admittance some Sepoys Sentinels at the Defendant Garden door, upon which the Complainant put the Defendant into Court the Defendant being informed thereof, sent his Dubash to call the Complainant to him the Complainant told the Defendants Dubash he could not go — but by the Dubashs desire sent One Purmachallah to the Defendant — Purmachallah on his Return told the Complainant the Defendant desired he would go to Mrs Russells house, and that he the Defendant would be there also — the Complainant thereupon went to Mrs Russells house at 12 o'Clock that same day the Defendant was there and told the Complainant it was too late then, and Requested the Complainant to come at four Clock in the afternoon the Complainant however did not go — every time that the Complainant went to the Defendant, this deponent constantly accompanied him — more this Deponent deposeth not to this, or to the last Interrogatory

the Mark of
Maratty ℔ Baiboo

Richard Latham

Examiner

Mayors Court at
Madraspatnam

Between Modelly Trevengadum Chitty Complainant and Christian Van Eyglingen
Defendant

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

Purmachallah

Purmashallah of Madras Merchant Aged 25 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 7 day of April 1762 sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Comacopah 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 eight Years or thereabouts

2d To the fifth Interrogatory this Deponent saith, when the Defendant came there from Negapatnam, on his first landing he resided in the Fort house, where this Deponent and the Complainant gave attendance for several days before they could gain admittance to him, when they did. the Complainant in this deponents presence produced his Account & asked the Defendant to settle with him and pay him his Money. the Defendant made Answer I am going to Church and cannot stay — the Defendant afterwards went to live at Mahefuz Cawns Garden, where this Deponent accompanied the Complainant — the Complainant again before this Deponent, produced the account between him and the Defendant, by which it appeared that the Defendant stood indebted to the Complainant Nine hundred and thirty four Pagodas, twenty three fanams, and twenty Cash — the defendant took the Account, and told the Complainant to bring the particulars and the date of the said Account — which the Defendant also kept and told the Complt to come again in two or three days — when the Complainant went again the Defendt told him he was busy — the Complainant went several times afterwards, but the Seapoys with the Defendant would not let the Complainant have admittance the Complainant then put the Defendant into Court — the Defendant being acquainted therewith, sent his Dubash to call the Complainant to him — the Complainant refused going himself but by the Dubashes desire sent this Deponent and one Soobanah to the Defendant the Defendant told them that if the Complainant would beat Mr Russells at 12 o'clock, he himself would be there and Settle Accounts with the Complainant accordingly the Complainant went to

Mr Russells at 12 o'clock — the Defendant then told the Complainant I cannot settle now come to the Garden at 4 o'clock the Complainant Replied to the Defendant I have put You into Court, and will not come — More this Deponent depeaketh not to this, the fifth and last Interrogatory

Richard Latham

Examiner

August the 8th 1762

I Kumanan Comarahswamy the Gomaster to Modelly Trevangadam Do hereby Acknowledge to have Settled All Accounts between Modelly Trevangadam and Christian Van Teylingen Esquire Governor of Negapatnam to this day, and that we have no demands on the said Christian Van Teylingen nor the said Christian Van Teylingen on us & in Testimony whereof I have hereunto set my hand with my own free will. — —

Witnesses

Duraswmy Audy Narrain

Negapatn. —

(Signed) Comarahswamy Comcoply

I True Translate as near as can be from the Gentoo by Comacopah

Sworn Interpreter. — —

Chas Bromley

Attorney for the Defendant

Mayor's Court at Madraspatnam } { Tuesday the 19th Day of August Anno Domini 1766

Present

(L.S.)

Arthur Cuthbert Esquire Mayor
Peter Mariette — Thomas Powney
Anthony Sadlier — & Charles Smith
Aldermen

Mayor's Court

Between Modelly Trevengadum Chitty of Madras Merchant Complainant and Christian Van Teylingen of the same place Esquire 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 a List, and an Account Current annexed, the Defendants Answer, the Replication the Rejoinder, The Interrogatories and Depositions on the part of the Complainant Two 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 hath brought sufficient Proof of the Justness of his demand, and that the Receipt Exhibited by the Defendant, as a Discharge of the debt was Obtained from the Complainants Conicoply in a fraudulent & Compulsive Manner, without the Defendants having paid any part of the said debt This Court doth therefore think fit to Order & decree and doth Accordingly Order and decree that the defendant shall pay unto the Complainant the full and just Sum of Nine hundred and thirty four Pagodas, twenty three fanams and

Twenty

Twenty Cash (Pagodas 934„23„20) together with such Interest, as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit ——

Ffcur

Court of Appeals at Madraspatnam } Ss

Thursday the 6th August 1767

Between Christian Van Teylingen Appt.
Modelly Trevangadah Chitty ---- Respondent

This Cause coming on this day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon'ble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 19th August Anno Domini 1766 and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Decree of the Hon'ble the Mayor's Court given in this Cause do stand ... Confirmed and that the Appellants Petition be hereby Dismissed with Costs in both Courts

Ffcur

W. M. Goodlad
Clerk

Read and filed
the 12th March 1763

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Clement Pouryo of Fort Saint David Inhabitant That Whereas Your Orator by Means of Veraputa Naick of Cuddalore Dubash made & Entered into a Contract with Mamuna and Mamina Lebe of the same place Divers to work on the Ships Harlem Prize Wrecked on this Coast, And Whereas and in Pursuance of such Contract so made & and Entred into by Your Orator Your Orator did daily pay the aforementioned Persons with many others employed in the Service of Diving and fishing for the Stores that were appertaining or belonging to the said Ships Harlem together with all and many other Expence and Expences attending such Business And Whereas Your Orator did some time in the Month of October one thousand Seven hundred and Sixty make and enter into an Agreement with the said Mamuna and Mamina Lebe and some time after Your Orator entred into another Agreement with the said Mamuna and Mamina Lebby thereby annulling such Agreement of the Eleventh of October one thousand Seven hundred and Sixty. And Whereas the said Mamuna and Mamina Lebb by the said Veraputa Naick by Writing bearing date the fifteenth day of July one thousand Seven hundred and Sixty two Acknowledge to have received a full and ample Satisfaction for the whole Amount of the Canseen Weighed, And Whereas your Orator did permit and suffer by the Persuasions of the said Veraputa Naick the said Mamuna and Mamina Lebe to keep the first mentioned Agreement of the Eleventh day of October one thousand seven hundred and Sixty, though contrary to your Orator opinion, and for such his Your Orator Complyance the said Veraputa Naick promised to be Answerable to your Orator for any Demand or Demands that might be made as your Orator by Means of such Writing of the Eleventh of October one thousand Seven hundred and

Sixty being left in the Hands of the said Mamuna and Mamina Lebe as will more fully appear by reference to the Translate of such Writing hereto annexed for the Inspection of this Honble Court And whereas your Orator now is prosecuted Honble Court on such Writing of the Eleventh day of October one thousand Seven hundred and Sixty by the said Mamina Lebe and Mamina Lebe for the Sum of Two thousand six hundred Ninety Eight Pagodas thirty two fanams and five Cash And Whereas your Orator hath often and in an amicable Manner requested the said Veraperumal Naick to make such your Orator from such Demands of the said Mamuna and Mamina Lebe pursuant to the said Veraputa Naicks Agreement

But now so it is and may it please this Honble Court the said Veraputa Naick obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the Premises your Orator prays a General Relief such as to this Honble Court shall appear agreable to Equity and Good Conscience & to the End therefore that the said Veraputa naick 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 truely and Effectually to all intents and purposes as if the same were here again repeated and interrogated and be decreed to give unto Your Orator such indemnification as the Nature of your Orators Case requires or be Decreed to pay unto Your Orator whatever Sum or Sums of Money that the said Mamuna and Mamina Lebb may recover of your Orator together with all such Charges and Expences that your Orator may Sustain or be put unto by reason or means of such Prosecution together with all Costs of this Application

May it please this Honble Court to cause the said Veraputa Naick to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Chs Bromley
Atty for the Complainant

15th July 1762

For every Cannan that is 18 ℔ or above that Weight is four Pagodas and those that are lesser than 18 ℔ two Pagodas each and according to the said Agreement I have received the Money for the whole and in Case the Divers or any one that belongs to them should hereafter have any Demand on Selling the above Accounts in such Case I am to be answerable for the whole

But as the Divers complaine that the Payment that Captain Clement Peronge hath made to them is very small for their Trouble, I must beg that Captain Clement would grant me a favour, which is that the said Captain must give me under his hand a Writing specifying that he paid one third out of the Produce that the Divers have got by doing but as the Captain refused granting me this request I made to him, I agried with the Captain to be answerable this for any Demands that the Divers might have by Reason or means of their being left in their Possession Whereupon the said Captain hath delivered me Writing aforementioned and the same I have delivered to the Divers for which I promise to be accountable, Drawn by Mutian

(Signed) by Vengapatra mutch
Sedgate Dubash

Witnesses
Yengamayah Mutch
Chinago
Mutw Kistnah

A True Translate as near as can be from the Original Malabar Language by Concapah Swarn Interpreter

Chs. Brandley
Attorney for the Complainant

Read and filed
4th February 1766

The Answer of Vengapatramaich of Cuddalore Sedgate Dubash Defendant to the Bill of Complaint of Clement Peronge of Fort St. David Inhabitant Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors, Untruths and Uncertainties in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially Concern him to make Answer unto, He this Defendant Answereth and Saith that the Complainants Bill is an Attrocious false Action, he will knowing this Defendant hath neither Friends or Money to stand Suit And to give this Honble Court a true Light into the Merit of the Cause Humbly begs their Attention to the following Narrative

Ever about the Seige of Pondicherry one of his Majesty's Ships was sunk in Attamperva Road, after the Surrender of Pondery the Complainant procured a Grant to employ Divers to work on the wreck, so far this Defendant hath been Informed by the Divers, but the particular Contracts between the Complainant and the Divers, this Defendant declares he is a Stranger to, some time after Mr. Paddon then Master of the Sugate of Cuddalore as this Defendant was Sugate Dubash, Ordered this Defendant to seek out for the Divers by Direction of Mr. Dawsett, if they were in the Bounds, And to send them to him, this Defendant found them at Padre Copang, settling Accounts with the Complainant, And upon the Delivery of this Defendants Message replyed they had some disputes in Account with the said Complainant which they must Adjust before they could come to the said Mr. Paddon some time after Mr. Skinner then Provisional Governor, at the Request of the Complainant Ordered this Defendant to provide a Boat for the Complainant to go to Madras, which Accordingly this Defendant effected, and Acquainted the Complainant of the same And when this Defendant was

returning, he sent and Called this Defendant back and said Dubash when you came here sometime past to seek for the Divers you found them here And further requested of this Defendant, to know what was become of the said Divers, who Answered in the Negative, then Artfully Insinuated with this Defendant, by telling him he did not know long he might Stay at Madras, and Collusively added that the was Indebted a small Ballance to the Forementioned Divers, and that he would deposite with this Defendant the money and Account Current, And at the same time desired this Defendant would pay it Conformable to the Complainants Desire Received the Account Current and Ballance of Twenty five Pagodas Twenty Nine fanams and forty Cash, Upon the Defendants Condescention the Complainant Required a Note of Hand from this Defendant, But this Defendant Scrupled and said what and said what Occasion have I to give you a Note of Hand, when the Complainant Answered have you not got the Account Current and Ballance of Twenty five Pagodas Twenty nine fanams and forty Cash must require me an Acknowledgment, upon which this Defendant Consented, And the said Complainant Privately gave Orders to his Conicoply fallaciously to draw out an Obligation in the Illicit manner that is now exhibited against this Defendant in this Honble Court, this Defendant being so Unhappy that he can Neither read or write Mallabar or Jentue, was Entirely Ignorant that the Tenor of the said Obligation was to pay the Ballance the Divers Demanded from the Complainant in their Bill of Complaint now in this Honble Court, which Amounts to Two or three Thousand Pagodas and the said Obligation was Read to this Defendant in a different Light, And Signified no further than the Account Current the Complainant delivered to this Defendant, and the Payment of a Ballance of Twenty five Pagodas, Twenty Nine fanams, Forty Cash, that was therein Mentioned as aforesaid but this defendant Confiding in the Complainant as a European and of some Rank Suspected no fraud, but set his Mark to it.

And further this deponent saith after the Complainants Departure for Madras, this Defendant did meet with the Divers

tendred them the said Twenty five Pagodas, Twenty Nine fanams, and forty Cash, and produced to them the Forementioned Account Current, upon which the Divers seemed much surprized, and told this Defendant, that they had a very large Ballance justly due from the Complainant for which they had made a Demand in this Honorable Court and wondred that the Complainant should send such a false Account Current Consequently they could in no shape attempt to receive the trifling sums then offered, and went away, and soon after the Complainant arrived from Madras, when this Defendant taking with him four Substantial Witnesses went to the Complainants House and Related to him all what had passed between this defendant and the Divers, and desired him to receive back his Twenty five Pagodas, Twenty Nine fanams, and forty Cash, with the Account Current, And demanded back his Note of Hand as aforecited, being quite Innocent of the Tenor by the Complainants Deception, upon this the Complainant Assumed a Violent Passion, And told this Defendant whether the Divers received the Sum Tendred or not that this defendant was bound to pay the whole of their Demand, upon which this Defendant pleaded the unexpected fraud and fictitious Note the Complainant had imposed on him on which the Complainant threatned to beat this Defendant wherefore this defendant Applyed to Mr Turner relating the whole Deception of the Complainant upon which Mr Turner sent for the Complainant and asked how he could deal so fraudulently with this Defendant, who made no other Reply than that he would refer his Case to this Honble Court, And as this Honble Court is esteemed for Impartiality and being Unbiassed this Defendant flatters himself the Complainants Bill will be Invalid as well as his fraudulent Note of Hand so much imposed on this defendant for the Real Intendment this Defendant Solemnly declares was for no more than the aforementioned Sum of Twenty five Pagodas Twenty Nine fanams, and forty Cash, and humbly conceives it will not escape this Honble Court Notice, that in Neither the Bill of Complaint or fictitious Obligation is mentioned any sum or Sums And further Refer to this Honble Court whether it can Reasonably be believed that a Person of this defendants Low Circumstances who never had any dealings with the Complainant, and without any Valuable

Motive, Induceing him thereto, should engage this Defendant to be Answerable to such a Ballance, this Defendant was an Intire Stranger too, And with Submission is it Consonant to Common sence that the Complainant should make any such proposals to a person of this Defendants Mean Abitities ... therefore pray the Bill may be invalid as in the Law not to be Answered unto,

All which Matters and things this Defendant is ready to Aver Maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully Sustained

James Hathaway
Attorney for the Defendant

Read and filed 11th March 1766

The Replication of Clement Poveryo of Fort Saint Davids Inhabitant to the Answer of Veraputranaick

The said Repliant saving to himself all Advantages of ... Exception to the incertainties and insufficiences of the Defendants said Answer for Replication thereunto Saith that all and Singular the Matters and things in the Repliants said Bill Contained are true as the same are therein alledged, and for further Replication the said Repliants saith that the whole Substance of the Defendants Answer is entirely inconsistent with the Truth as will be Verified by an incredible number of Witnesses who will make it appear to this Hon'ble Court that the Indemnification by the Defendant made and given to the said Repliant was his own Act and Deed freely and Voluntarily Entred into and so sensible was the Defendant of his being the ... principal person concerned in the dispute between the Divers and the said Replaint that both before and after the Indemnification given to the said Replyant he Promised to the said Replyant to be Answerable for all Demands that the said D...

and when the Divers did make their Extraordinary demand on the said Replyant the said Replyant sent for the said defendant and Acquainted him therewith who in Answer said that he was Answerable to the Divers as he had promised the Replyant and that he would take Care no further demand should be made on the Replyant on Account of the ... Divers, during this Conversation the Defendant was shewn his Indimnification and Asked whether he Entred into the same his Answer was that he did and that he did and that the same was Signed by him Voluntarily as the Witnesses could ... testifye and therefore the Replyant might give himself no further Trouble about the Matter but as the Writing is to be Valid or invalidated by the Testimoney of Witnesses the said Replyant leaves the merits of this Complaint dependant on their Depositions and the Judgment of this Hon'ble Court All which Matters and ... things the said Replyant is ready and willing to verifye maintain and prove in such Manner and form as this Hon'ble Court shall direct and humbly prays as in and by his said Bill he hath already Prayed

Charles Bromley
Attorney for the Repliant

Read and filed 8th April 1766

The Rejoinder of Veraputranaick late of Cuddalore Sealgate Dubash Defendant to the Replication of Cemente Poveryo of Fort Saint Davids Inhabitant Complainant

The said Defendant now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of Exception to the many Errors untruths imperfections and insufficiencies 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 Replyed unto, And this Defendant further saith He presumes it must appear so Visible and Demonstrate to this ... Hon'ble Court that the whole Replication must be intirely fictious, for with ... Submission can it possible be supposed that any Rashionall Man would attempt, for to indemnify a Debt between two or three thousand Pagodas which Suit, is now depending in this Hon'ble Court, by the Divers against the Replyant and

forty Cash and this defendant Humbly conceives this Honble Court will judge it very Repugnant to reason, that a person of this defendant poor Circumstances either could attempt a Matter of this kind or that the Replyant would except of any proposition from a Person of so low Condition Neither has the Repliant made appear in any one Shape his Demand, and the Replyant has only calculated [illegible] intirely to perplex this Honble Court, nor can the Replyant produce as he pretends any Sustantial Evidences, for his unjustifiable imposition on this Defendant to Oblige him to put his mark to an Indemnification which was Interpreted to him in a quite different Light, and therefore this Defendant Relyes on the Goodness of this Honble Court to Inspect into the Merit of this his Cause, and as he has already been a great sufferrer thro long Confinement by this Unjust Action hopes it will not escape this Honble Court's Notice

All which Matters and things this Defendant is ready and willing to Verifie maintain and Prove in such Manner and form as this Honble Court shall direct and humbly pray as in and by his said Answer he hath already Prayed

James Hathaway
Attorney for the Defendant

Ganjamah Naick
Chinago not to be found
Mootu Kistna not to be found
Tremely Naick
Armogam
Trevengadom Chitty
Ramayah
Sham Perey not to be found
Gurva Chitty

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Clement Povaryo of Fort Saint Davids Inhabitant is Complainant and Veeraputranaick of the same place Dubash is Defendant On the part and behalf of the Complainant

Interry 1st ..... Do You know or do You not know the [illegible]

and Defendant in the Title of these Interrogatories named if Yea how long have You Known them or either and which of them Declare

To all the Witnesses 2^d ..... Did You or did you not see the Cadjan Writing hereto shewn you at this the Time of Your Examination Signed and Delivered by the Defendant Veeraputranaick, as his Act and Deed, on the day and year in the said Cadjan Writing mentioned, and are you a Witness to such Writing and who else were Witnesses besides yourself as you know or believe? Declare

To all the Witnesses 3^d ..... Do you know or do you not know whether the Defendant did or did not enter into some Agreement with the Complainant for and on Account of Mamaina and Mamira Labbe of Cuddalore Divers, if yea set forth the same and whether the Defendant did or did not give the Cadjan Writing hereto shewn You in Consideration of such Agreement and whether you have or have not heard the defendant declares that such Cadjan Writing was Voluntarily and of his own free Will Signed or Marked and given to the Complainant and in whose Presence such Declaration was made Declare to the best of your Knowledge Remembrance and belief

To all the Witnesses 4th ..... Do you know or do you not know of any other Matter or thing that may tend to the Advantage and benefit of the Complainant to which you have not hereto fore been particularly Interrogated to, if yea set forth the same to the best of your Knowledge Remembrance and belief as fully and as particularly as if the same were here repeated and your Interrogated thereto

Robert Dowsett
William Cuming

Chas Bromley
Attorney for the Complainant

15th July 1762

For every Canon that is 18 ltbr or above that Weight is Four Pagodas and those that are Lesser than 18 ltbrs two Pagodas each according to the said Agreement

Agreement I have received the Money for the whole, and in Case the Divers or any one that Belongs to them Should hereafter have any demande on Settling the above Accounts in such Case I am answerable for the whole

But as the Divers complains that the Payment that Captain Element Pavargo hath made to them is very small for their Trouble, I made by that Captain Element would grant me a favour which, is that the said Captain must give me under his hand a Writing specifying that he paid one third of the Produce that the Divers have got by doing, but as the Captain refused granting me the Request I made to him, I agreed with the Captain to be Answerable to him for any demands that the Divers might have by reason or Means of the same being left in their Profession Whereupon the said Captain hath Believed such Writing aforementioned and the same I have delivered to the Divers for which I promise to be Accountable, Drawn by Muthan

Signed by Veraputtah Naick
Sd/ Gate Dubash

Witness
Gongamajah Naick
Chinago
Moottu Kistnah

Attest Translate as near as can be from the Original Malabar Language by Cenacopah Sworn Interpreter

Chas Bramley
Attorney for the Complainant

Commissioners Court
at Cuddalore

Between Element Povargo of Cuddalore
Inhabitant, Complainant and Veraputtah Naick
of the same place Dubash, Defendant

Deposition of Witness taken in this Cause, by and before the Commissioners of this Court as follows

Gonjamah Naick of Cuddalore dubash

as Witness in this Cause on the part of the Complainant was on the 26th day of August 1766 Sworn and Examined before the said Court, on Deposeth as follows

1st ... To the first Interrogatory this Deponent Saith He has known the Complainant 15 Years, and the Defendant about 20 Years

2d ... To the Second Interrogatory this Deponent saith that he did not see the defendt Sign the Cadjan writting now produced, but this Deponent Signed it as a Witness at the Request of the defendant, and saw him deliver it to the Complainant as his Act and Deed, that he believes one Canacao Boatman also Signed it as a Witness, but not in this Presence

3d ... To the third Interrogatory this Deponent says that he knows the Defendant entered into an Agreement with the Complainant on Account of Mamina Land Mamnaina Libe of Cuddalore Divers, the purport of which to the best of his Recollection was as follows — Captain Povargo told the Defendant that the Ballance of his Account with the said Divers amounted to Pagodas Thirty five, twenty Nine fanams and forty Cash, which Sum he delivered into the defendants Hands, desiring him to enter into a Writen Engagement to settle with the said Divers, which the Defendant Accordingly did, this deponent further Declares that he has heard the Defendant Veraputtra Naick say that the said Obligation was Voluntarily granted, as his Act and Deed

4th ... To the fourth Interrogatory this deponent Says that he knows nothing more of this affair that tends to the advantage of the Complainant

Robert Bowcott

William Cuming

Commissioners Court
at Cuddalore

Between Element Povargo of Cuddalore
Inhabitant, Complainant and Veraputtra Naick
of the same place Dubash Defendant

Deposition of Witness taken in this Cause, by and before the

Commissioners of this Court as followeth

Trimly Naick of Cuddalore Dubash Aged about 40 Years being produced as a Witness in this Cause on the part of the Complainant was on 26th day of August 1766 sworn and Examined before the said Court, and Deposeth as follows

1st ..... To the first Interrogatory this Deponent he has known the Complainant 17 Years and the Defendant 12 Years

2d ..... To the Second Interrogatory this Deponent Declares that he Saw the Defendt Sign and Deliver the Cadjan Writing now produced, to the Complainant Voluntarily, as his Act and Deed on the day and Year therein mentioned, but this Deponent did not Sign it as a Witness

3d ..... To the third Interrogatory this Deponent saith that he knows the Defendant entered into an Agreement with the Complainant on Account of Mamnaina and Mamyra Lebbe of Cuddalore Divers the purport of which to the best of his recollection was as follows That on Captain Povaryo paying the Defendant the Sum of Pagodas 2329 40 the Defendant entered into an Agreement with him to Settle his Accounts with the said divers, in consequence of which he Saw the Defendant Sign the said Cadjan and deliver it to the Complainant Saying it was his Voluntary Act and Deed, in the prence of this Deponent, Gonjamah Naick and Groova Pillah

4th ..... To the fourth Interrogatory this Deponent declares He knows nothing more of this Transaction that can any way tend to the Benefit of the Complainant

Robert Dowsett

William Cuming

Commissioners Court at Cuddalore

Between Clement Povaryo of Cuddalore Inhabitant Complainant, and Veraputtra Naick of the same place Dubash Defendant

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

Armogam of Cuddalore Inhabitant Aged about 35 Years, being produced as a Witness in this Cause on the part of the Complainant was on the 26th day of August 1766, Sworn and Examined before the said Court and deposeth as follows

1st ..... To the first Interrogatory this deponent says he has known the Complainant Six Years, but does not know the defendant Veraputtra Naick

2d ..... To the Second Interrogatory this Deponent saith that he never Saw the defendant Sign the Cadjan Writing now produced, and that he knows nothing of it

3d ..... To the third Interrogatory this Deponent Says he knows nothing of this Transaction

Robert Dowsett

William Cuming

Commissioners Court at Cuddalore

Between Clement Povaryo of Cuddalore Inhabitant Complainant and Veraputtra Naick of the same place Dubash Defendant

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

Trivangadam Chitty of Padre Copang Merchant Aged about 35 Years, being produced as a Witness on the part of the Complainant was on the 26 day of May 1766 sworn and Examined, before the said Court and deposeth as follows

1st ..... To the first Interrogatory this Deponent Saith he has known the Complainant 10 Years, and the Defendant 7 Years

2d ..... To the Second Interrogatory this Deponent Saith that he never Saw the Defendant Sign or deliver any Cadjan Writing to the Complainant

Captain

Captain Pavayo.

6d 3 ——— To the third Interrogatory this Deponent Saith he knows nothing of any Agreement that the Defendant has entered into with the Complainant an Account of Mannaina and Mamina Lake of Cuddalore Divers

Robert Dowsell

William Cuming

Commissioners Court at Cuddalore

Between Clement Pavayo of Cuddalore Inhabitant Complainant and Verapuetta Naick of the same place Dubash Defendant

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

Ramen of Valavannalur Conicoply Aged about 40 Years, being produced as a Witness in this Cause, on the part of the Complainant was on the 26th day of Augt 1766 Sworn and Examined before this Court as follows viz

1st 1 ——— To the first Interrogatory this Deponent saith he has known the Complainant 12 Years, and the Defendant 10 Years

6d 2 ——— To the Second Interrogatory this Deponent saith that he Saw the Defendant Sign and Deliver the Cadjan Writing now produced to Captain Pavayo as his Act and Deed, but the Deponent did not Sign it as a Witness but he saw Canjamah Naick, Canacco, and Master Kistnah Pillah Sign it as Witnesses

6d 3 ——— To the third Interrogatory this Deponent Says that at the time the Defendant delivered the said Bond to Captain Pavayo he said it was in consequence of an Agreement he had entered into with the Complainant to settle some Accounts between him and Mamanna Mantha Divir at Cuddalore, or Consideration of which he saw the Defendant Verapa the Sum of twenty five Pagodas, and some Cash, he does not Recollect how many, about five days after

4th ——— To the fourth Interrogatory this Deponent Saith he knows nothing more to this Transaction that tends to the Benefit or advantage of the Complainant

Robert Dowsell

William Cuming

Commissioners Court at Cuddalore

Between Clement Pavayo of Cuddalore Inhabitant Complainant and Verapuetta Naick of the same place Dubash Defendant

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

Guruvah Chitty of Cuddalore Broker Aged about 40 Years being produced as a Witness on the part of the Complainant was on the 26th day of August 1766 Sworn and Examined before the said Court and Deposeth as follows

1st ——— To the first Interrogatory this Deponent Saith he has known the Complainant 20 Years and the Defendant 15 Years

6d 2 ——— To the Second Interrogatory this Deponent Saith that he never Saw the defendt Sign nor Deliver the Cadjan Writing now produced to the Complainant neither did he ever Sign it as a Witness

6d 3 ——— To the third Interrogatory this Deponent Saith he knows nothing of any Agreement between the Defendant and Captain Pavayo in regard to the defendt and Settling Accts for him with Mannaina & Mamina Lake of Cuddalore Divers

Robert Dowsell

William Cuming

Interrogatories to be Administred to such Witnesses shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein Verapuetta Naick is Defendant and Clement Pavayo is Complainant

1st To all the Witnesses ——— Do you know or do you not know the parties Complainant

Deponent to Sign as a Witness, upon his asking what were the Contents of the Cadjan it was read to him by the Complainant's Conicoply Mootu and appeared to be an obligation granted by the defendant Veeraputra Naick to the Complainant, acknowledging the receipt of the whole amount of his Account with certain Divers, and by which he obliged himself to become Answerable for all Demands that might in future be made on the Complainant, by the said Divers, on that Account And the Deponent Declares that he was no otherwise concerned in the said Obligation than as a Witness, that it was drawn up before his arrival (as he was told by the Complainant's Conicoply Mootu) that it was not Executed in his presence, but had been Signed by the Defendant some time before which the Defendant Acknowledged; saying it was his Act and Deed, and request the Deponent to Sign it as a Witness.

5th To the fifth Interrogatory this Deponent Saith that he Saw the Complainant Clement Povaryo give the Defendant Veeraputtra Naick, twenty five Pagodas, twenty Nine fanams and forty Cash, which he desired him to Pay to the Divers as the Ballance of their Account — That He did not see the Defendant tender this Sum to the Divers but that two or three days after the Defendant told him he had offered the above Sum to the Divers, which they refused to accept, Saying that the Complainant Captain Povaryo was Indebted to them upwards of two thousand Pagodas — Upon which the Deponent, with several other Persons, accompanyed the Defendant to the Complainant's House, in order to return him the above Sum, and to receive back his Bond, but found the Complainant was gone to Madras; that upon the Complainant's Return from Madras they again went to his House in order to return the said Sum, which Captain Povaryo refused to accept Saying that the Defendant had bound himself to Satisfy the Divers which he must do accordingly, and at the same time abused the Defendant threatning to Strike him.

6th To the Interrogatory this Deponent saith that after the Defendant had granted the said Obligation to Captain Povaryo he said to him

me that this Sum is the whole amount of the Ballance due to the Divers I have Signed this Obligation, and I desire You well give me a Certificate of the same Upon which the Complainant ordered his Writer to draw out an Account of the said Ballance by which it appeared to amount to the above mentioned Sum of Pagodas 25" 29" 40 this Deponent further Saith, that upon the Complainant refusal to accept of the said Sum Back and deliver the Defendant up his Bond, the Defendant went to Mr. Turner (then Chief at Caddalore) and made his Complaint, Whereupon Mr. Turner Sent for Captain Povaryo in order to settle the Affair which the Complainant declined, informing Mr. Turner that he entended to Sue the Defendant in the Mayor's Court.

(Deposed [illegible])

Robert Dowsett

William Cuming

Commissioners' Court at Cuddalore

Between Clement Povaryo of Cuddalore Inhabitant Complainant & Veraputtra Naick of the same place Aubash Defendant

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

Conacoo Boatman in Cuddalore Aged 45 Years or thereabouts, being produced as a Witness on the part of the Defendant, was on the 14th day of Augst 1766 Sworn and Examined before the said Court, and Deposeth as followeth

1st To the first Interrogatory this Deponent Saith that he has known the Complt. Capt. Povaryo upward of ten Years, and the Defendant from his Infancy

4th To the fourth Interrogatory this Deponent Saith, that about four years ago the Defendant's Brother, and one Trimly Naick the Complainant's Servant came to his House, and produced an Obligation, which they desired him to Sign as a Witness acquainting him that they were sent to him for that purpose by Captain Povaryo and Veraputtra Naick; and at this Deponent's request the Obligation was read to him, he thereupon asked the Defendant's Brother, if that Obligation was Veraputtra Naick's Act and Deed, and being told it was he Signed it as a Witness accordingly this Deponent Declares, that he recollects

Complainant and Defendant in this Cause If Yea how long have You so known them or either, or which of them Declare

To Jangamajatticka 2 ..... Was you, or was you not, desired by the Defendant to attend him to the house of the Complainant, if Yea, did you go with him, and to the best of your Memory what Year, month and day and on what Account, Was you taken to the house of the Defendant, and what passed and what might be the subject of Your Conversation there fully and particularly Declare, do You know, or do you not know of any writings Obligatory, or Receipt being wrote there, If Yea what Writings and whether you were any ways concerned in the said Writings, and what were the tenor of the said Writings and whether the said Writings were Regularly Drawn and duly executed, and by whose order were the said Writings drawn, and by whom drawn, all what You know touching this Matter fully and truely Declare

To Mootoo Chitty 3 ..... Was Your, or was you not desired by the Defendant, to Sign any Paper Writings, if Yea, to the best of Your Memory when and where, and what was the Contents of the said Writings, and whether you condescended to Sign the said Writings, or whether You read, and perfectly understood the tenor of the said Writings particularly and truly Declare

To Canacoo ... 4th ..... Do you know, or do you not know, of any writing Obligatory or Receipt sent to You, to be Witnessed by you, if Yea, by whom was the said ... writing sent You, and whether You complied to the Request concerning the said writing or what Answer did You return, was, or was not the same writing sent to You by another Person If Yea, by whom, did You or did You not condescend to sign the same, and what was the tenor of the said Writing to the best of Your memory fully and particularly Declare

To Sanjamaja Naick Mootoo Chitty Mootoo Chitty Canacoo Ramah Coopa Naick Mootoo and Tingaly Naick 5th ..... Do You know, or do you not know of any Sum or Sums of Money delivered by the Complainant to the Defendant, If Yea, what sum or sums of Money, On what condition was the same delivered to him, & to whom was the said Sum or Sums of Money ordered to be paid and whether the Defendant according to the Complainants direction tendered the said Sum

and whether the said Person, or Persons accepted the said Sum or Sums of Money, or what Answer they gave, or are You acquainted whether the said Person, or Persons Answer was related to the Defendant, and what further passed with the Defendant on that head the particulars You know concerning this Matter punctually & truly declare

To all the Witness 6th ..... Do You know, or can You say any other Matter or thing Material for the Defendant in this Cause if so, or for the same, as you know, have been Informed or do believe with the Reasons of such Your Knowledge or belief

James Hathaway
Attorney for the Defendant

Commissioners Court at Cuddalore

Between Clement Pavarjo of Cuddalore Inhabitant Complainant and Varaputtra Naick of the same place Dubash Defendant

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

Ganjamah Naick of Cuddalore Dubash Aged 42 Years or thereabouts, being produced as Witness in this Cause on the part of the Defendant was on the 14th day of August 1766 Sworn and Examined before the said Court, and Deposeth as follows

To the 1st Interrogatory this Deponent saith, he has known the Complainant Clement Pavarjo 15 Years, and the Defendant Varaputtra Naick about 20 Years.

To the 2d Interrogatory this Deponent saith that about four Years ago to the best of his Recollection he was desired by the Defendant to accompany him to the House of the Complainant, in order to settle some dispute between the Complainant and certain Divers, for which the Defendant promised this Deponent Commission, this Deponent went accordingly, and on his arrival there, the Complainant produced a Cadjan Note to which he desired the Deponent

Deponent to Sign as a Witness, upon his asking what were the Contents of the Cobjan
it was read to him by the Complainants Conicoply Mootoo and appeared to be an
obligation granted by the Defendant Veraputtra Naick to the Complainant, acknow-
ledging the receipt of the whole amount of his Account with certain Divers, and
by which he obliged himself to become Answerable for all Demands that might
in future be made on the Complainant, by the said Divers, on that Account And
the Deponent Declares that he was no otherwise concerned in the said Obligation
than as a Witness, that it was drawn up before his arrival (as he was told by the
Complainants Conicoply Mootoo) that it was not Executed in his presence, but
had been Signed by the Defendant sometime before which the Defendant
Acknowledged, saying it was his Act and Deed, and request the Deponent
to Sign it as a Witness. ——

4th To the fifth Interrogatory this Deponent Saith that he Saw the Complainant Ca-
5. veryo give the Defendant Veraputtra Naick, twenty five Pagodas, twenty Nine
fanams and forty Cash, which he desired him to Pay to the Divers as the
Ballance of their Account — That He did not see the Defendant tender this Sum to
the Divers but that two or three days after the Defendant told him he had
offered the above Sum to the Divers, which they refused to accept, Saying that
the Complainant Captain Cavaryo was Indebted to them upwards of two thousand
Pagodas — Upon which the Deponent, with several other Persons, accompanyed
the Defendant to the Complainants House, in order to return him the above
Sum, and to receive back his Bond, but found the Complainant was gone to
Madras, that upon the Complainants Return from Madras they again went
to his House in order to return the said Sum, which Captain Cavaryo refused to
accept Saying that the Defendant had bound himself to Satisfy the Divers which
he must do accordingly, and at the same time abused the Defendant threatning
to Strike him. ——

6th To the Interrogatory this Deponent saith that after the Defendant had paid
the said Obligation to Captain Cavaryo [illegible]

me that this Sum is the whole amount of the Ballance due to the Divers I have ——
Signed this Obligation, and desire You will give me a Certificate of the same Upon
which the Complainant ordered his Writer to draw out an Account of the said Ballance
by which it appeared to amount to the above mentioned Sum of Pagodas 25. 29. 40 this
Deponent further Saith, that upon the Complainant refusal to accept of the said Sum
back and deliver the Defendant up his Bond, the Defendant went to Mr. Turner
then Chief at Cuddalore, and made his Complaint, Whereupon Mr. Turner
sent for Captain Cavaryo in order to settle the Affair which the Complainant
declined, informing Mr. Turner that he intended to Sue the Defendant in the
Mayors Court. ——

(Deo Vo Dc Wo Do Vo)

Robert Dewell

William Cumming

Commissioners Court at Cuddalore

Deposition of Witnesses to be given in this Cause by & before the Commissioners in this
Court as followeth

Canacoy Bastman in Cuddalore Aged 45 Years or thereabouts, being Produced as ——
a Witness on the part of the Defendant, was on the 14th day of Augt 1766 Sworn and ——
Examined before the said Court, and Deposeth as followeth

1st To the first Interrogatory this Deponent Saith that he has known the Compl.t
Capt. Cavaryo upward of ten Years, and the Defendant from his Infancy

4th To the fourth Interrogatory this Deponent Saith, that about four years ago the
Defendants Brother, and one Trimby Naick the Complainants Servant came
to his House, and produced an Obligation, which they desired him to Sign
as a Witness acquainting him that they were sent to him for that purpose by
Captain Cavaryo and Veraputtra Naick, and at this Deponents Request the
Obligation was read to him, he thereupon asked the Defendants Brother, if
that Obligation was Veraputtra Naicks Act and Deed, and being told it was he
Signed it as a Witness accordingly this Deponent Declares that he recollects

nothing of the Contents of the said Obligation but the Obligation being shewen to him he Says it is the same that He Signed as a Witness

6th ..... To the Sixth Interrogatory this Deponent Saith, He knows nothing more of this Affair

Conacoo his Boat Man
Mark

Robert Dowsett
William Cuming
Commissioners Court
at Cuddalore

Between Clement Povaryo of Cuddalore Inhabitant Complt & Veraputtra Naick of the same place Dubash Defendant

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

Banacora Ramah Weaver in Cuddalore Aged about 40 Years, being produced as a Witness on the part of the Defendant was on the 14th day of August 1766 Sworn and Examined before the said Court, and Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith that he has known the Complainant Captain Povaryo about 15 Years and the Defendant Veeraputtra Naick, twenty Years.

5th ..... To the fifth Interrogatory, this Deponent Saith that he never Saw the Complt pay the Defendant any Sum or Sums of Money; but that about four Years ago (to the best of his recollection) the Defendant told him that Captain Povaryo had given him about twenty five Pagodas and some fanams (he does not remember how many) to Pay certain Divers at Cuddalore, the Defendant further told him, that the Divers had refused to accept of the said Sum alledging that the Complainant Captain Povaryo was Indebted to them One thousand, or fifteen hundred Pagodas; this Deponent further Saith, that the Defendant, asked this Deponent to accompany him to the Complainant House in order to return the said Sum, that he went accordingly; but Captain Povaryo refused to Accept of the said Sum of 25 Pagodas and turned the Defendant out of his House

6th ..... To the Sixth Interrogatory this Deponent Saith, he k

further of this Affair

T T Cooe

Robert Dowsett
William Cuming
Commissioners Court
at Cuddalore

Between Clement Povaryo of Cuddalore ... Inhabitant Complainant, and Veraputtra Naick of the same place Dubash Defendant

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

Coopa Naick of Cuddalore Broker, Aged about 30 Years, being produced as a Witness on the part of the Defendant, was on the 18th day of August 1766 Sworn and Examined before the said Court, and Deposeth as follows.

1st ..... To the first Interrogatory this Deponent Sayeth that he has Known the Complainant fifteen Years, and the Defendant about 15 Years

5th ..... To the fifth Interrogatory this Deponent Sayeth that he never Saw the Complainant pay the Defendant any Sum or Sums of Money; but, above three years ago the Defendant desired this Deponent to accompany him to the Complainants House in order to see him pay the Complainant the Sum of twenty five Pagds or thereabouts, which the Defendant said he had Received from him to pay certain Divers at Cuddalore, and which they refused to Accept, but for what Reason the Deponent knows not. this Deponent Says that he accompanyed the Defendant accordingly to the Complainants House in order to see him pay the said Sum, but Captn Povaryo refused to Accept of it

6th ..... To the Sixth Interrogatory this Deponent Declares that he knows nothing more of this Affair

Coopa his Nick
mark

Robert Dowsett
William Cuming

Commissioners Court
at Cuddalore

Between Clement Povaryo of Cuddalore
Inhabitant, Complainant and Veraputtra Naick
of the same place Dubash Defendant

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

Triply Naick of Cuddalore Hawker Aged about 67 Years, being produced as
a Witness on the part of the Defendant was on the 18th day of August 1766 Sworn
and Examined before the said Court and Deposeth as follows

1st ..... To the first Interrogatory this Deponent Saith that he has known the Com-
-lainant Clement Povaryo, 10 or 15 Years, and the Defendt 10 Years or thereab

5th ..... To the fifth Interrogatory this Deponent Saith, that about three Years ago, Cap-
Povaryo sent for him about some Business and whilst they were talking to-
-geth in the Complainant's house the Defendant Veraputtra Naick came
to the Door, that the Complainant sent this Deponent to him, to ask what he wanted, we
made answer, that he was come to pay Captain Povaryo some Money, and receive a Bo
of his; this Deponent accordingly acquainted the Complainant, of this, who thereupon
said, he would settle that affair with the Defendant by and by; this Deponent
Declares, that he heard nothing of the Affair and having finished his Business
with Captain Povaryo went away soon after

6th ..... To the Sixth Interrogatory this Deponent Saith, that he knows nothing more
of this Affair

Thereply his Naick
Mark

Robert Dowsett

William Cuming

To the Honorable the Mayor's Court
at Madraspatnam

Gentlemen

We have the Honor to enclose You, your Commission
Executed, together with the Different Depositions of the Witnesses present, we have
only to observe that Ramyah on the part of the Complainant prevaricated very
much ingiving His Evidence.

We are with due Respect
Gentlemen
Your Humble Servants
Robert Dowsett
William Cuming

Cuddalore
1st September 1766

A true Copy
J. M. Stone Regr

Mayor's Court at
Madraspatnam

Tuesday the 4th Day of November
Anno Domini 1766

Present
Mr Peter Mariette Senior Alderman
Thomas Powney — Reynold Adams and
Frances Jourdan — Aldermen

L.S.

Mayor's Court

Between Clement Povaryo
of Fort Saint David Inhabitant
Complainant

Complainant and Veraputtra Naick of
Cuddalore Dubash Defendant

This Cause coming on to be heard and Debated this day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with a Translate of a Cadjan Writing annexed, the Defendants Answer, the Replication The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with a Cadjan Writing and Translate thereof annexed, The Interrogatories and Depositions on the part of the Defendant, One Exhibit 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 only Consideration Received by the Defendant for entering into the Obligation on which he is sued was the Sum of Twenty five Pagodas, twenty Nine fanams and forty Cash (Pagodas 25„ 29„ 40) and which He was made to believe was the full Ballance due by the Complainant to the Divers, and that he the Defendant offered the same to the Divers, who refused to accept the same — This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendt shall return to the Complainant the said Sum of Twenty five Pagodas, Twenty Nine fanams and forty Cash, and that the Defendants Obligation shall be cancelled and delivered up to him, and that the Complainant shall pay all Costs of this Suit; and as the Complainant appears thro' the whole of this Business to have acted in avery fraudulent and Litigious Manner, by which the Defendant suffered some Months Imprisonment, and has been put to many inconveniences and hardships — It is further Ordered and Decreed that the Complainant shall be taxed with Double Costs to be paid to the Defendant —

Pr Cur

Court of Appeals at Madraspatnam } Jr

Thursday 13th August 1767

Between Clement Povarjo Appellant
Verapatra Naick ..... Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon'ble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 4th day of November Anno Domini 1766, and upon due Consideration had of the Matters therein Severally contained and of the Pleadings and Arguments used by the Attornies on both sides, This Court doth think fit to order and Decree and doth Accordingly Order and Decree that the Decree of the Hon'ble the Mayor's Court given in this Cause do stand Confirmed and that the Appellants Petition be hence Dismissed with Costs in both Courts ——

Pr Cur W. M. Goodlad
Clerk

Filed the 12 Octob.r } 1765
Read the 15 Do. }

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator, Medah Vardah Ragulloo Chitty of Madras Merchant That whereas John Christian Van Teylingen late of Negapatnam, but at present of Fort Saint George Esquire, stands Indebted to your Orator in the full and just Sum of Nine Hundred and Ninety Nine Pagodas, Twelve fanams and Forty Cash Current Money of Madras, Making in Sterling Money

Money of Great Britain, accounting every Pagoda Eight Shillings the Sum of three Hundred and Ninety Nine Pounds fourteen Shillings and Six Pence half Penny or thereabouts, As will more fully appear by an Account Current hereunto annexed for the Inspection of this Honble Court. And to which your Orator most humbly refers and prays the same may be Admitted as part of this Your Orator's Bill of Complaint — Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested payment from the said John Christian Van Leylingen of the said Sum of Nine Hundred and Ninety Nine Pagodas Twelve fanams and forty Cash

But now so it is and May it please this Honorable Court the said John Christian Van Leylingen obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience & the End therefore that the said John Christian Van Leylingen may upon his Corporal Oath true and perfect Answer make to all and singular the Matters and things herein before alledged and setforth, as truly fully and effectually to all intents and purposes, as if the same were here again repeated and interrogated and be Decreed to pay unto Your Orator the said Sum of Nine Hundred and Ninety Nine Pagodas Twelve fanams and forty Cash, together with all the Interest that now is, or may hereafter become due thereon, also all Costs of this Suit

May it please this Honble Court to Cause the said John Christian Van Leylingen, 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 prescribed and appointed then and there to Answer this Your Orator's Bill of Complaint and further

to stand to and abide such Order and Decree therein as to this Honourable Court shall seem Meet

James Hathaway
Attorney for the Complainant

12 October 1765

This Bill being shewn to me
between the Days of Sojournment
Let a Summons Issue

Chand Russell
Mayor

Dr. John Christian Van Teylingen Esqr. in Account Current With Medah Vardah Ragulloo Chitty Cr.

Date		Particulars	Dr.	Cr.
1761 June	16th	To 40 Yards of Green Ordinary broad Cloth @ 3/4 ℔ Yard	30 " " "	
		To 5 3/8 Ditto of Red fine ..... Ditto	5 " 1 " 30	
		To 1 Bundle of Sugar Candy containing 122 @ 35 ℔ Candy	8 " 19 " 30	
		To 2 Ditto of Sugar ..... Ditto 123 @ 27 ℔ Candy	6 23 30	
		To 1 Gunny	" 3 "	
		To 2 Viss of Kismasses	" 31 40	51 6 50
	25th	To Cash paid by Cundoo Chitty to Armogom	15 " " "	
		To Cash paid to his Dubash Armogom	8 " " "	
		To Ditto ..... Ditto	30 " " "	53 " "
July	30th	To Cash paid to Cooley hire to Carry Stone from hereto Pullicat by Ramah	" 23 "	
		To 7 Viss of Sugar	1 " 11 "	1 " 34 "
August	11th	To 3 Maunds of Sugar	4 31 40	
		To 20 Pounds of Almonds	3 " 9 "	
		To 10 Do. of Kismasses	1 " 24 60	
		To Cooley hire	" 10 "	10 3 20
	20th	To Silver thread	1 " 32 "	
		To Gold thread	1 " 30 "	3 " 26 "
	22d	To Cash paid him by Compulsion		500 " "
1765 February	10	To Cash lent in Goods by his Peon Chovery Mootu		175 " "
		To Interrest as following Viz.t		794 33 70
		On Pagodas 51 " 6 50 for 4 y 3 m 14 d is	17 " 20 10	
		On Ditto 53 " " for 4 " 3 " 10 is	18 4 60	
		On Do. 1 " 34 " for 4 " 3 " is	" 23 60	
		On Do. 10 " 3 " 20 for 4 " 1 20 is	4 " 12 "	
		On Do. 3 " 26 " for 4 1 " 10 is	1 " 8 "	
		On Do. 500 " " for 4 1 " 8 is	164 8 "	
		On Do. 175 " " for " 7 20 is	8 34 "	215 " 2 50
		Pagodas		1010 " " 40

Date		Particulars	Dr.	Cr.
1761 August	11th	By Cash Received in part	8 " " "	
		By Interest on Pagd. 8 for 4 y 1 m and 20 d is	2 " 24 "	10 " 24 "
		By Ballance Due		999 12 40
		Pagodas		1010 " " 40

Fort St. George 2d October 1765

Errors Excepted

[illegible]

Filed the 14th October 1763
Read the Do

The Plea and Answer of Christian Van Teylingen of Madras but late of Negapatam Esquire to the Bill of Complaint of Medah Vanda Ragoolloo Chitty late of the same place Inhabitant

The said Defendant by Protestation not Confessing or Acknowledging all or any of the Matters or things in the said Complainants Bill of Complaint to be true, in such Manner as the same are therein and thereby set forth and alledged Saith that he is advised by his Council for to answer such of the said Bill respecting to the Jurisdiction of this Honble Court and Commander at Negapatnam and its dependances which is under the Protection of their High Mightinesses the States of Holland that this Defendant and the Complainant are Aliens and of Course are not entitled to any redress from the Courts of Judicature belonging to the Crown of Great Britain relative to any Controversy arising between the Complainant and Defendant in the Country of a Foreign Power whom owes no Allegiance nor Acknowledge any to the said Crown, And this Defendant by way of Answer to such part of the Bill as requires this Defendant to make Answer unto he this Defendant ... Answereth and Saith that he absolutely denies to be any ways indebted to the Complainant in the Sum set forth in the Bill of Complaint or in any other Sum of Money whatsoever — For all which Cause this Defendant doth Humbly demand the Judgment of this Honble Court Whether he shall be ... Compelled to make any further Answer unto the Compltt said Bill of Complt than as aforesaid All which Matter and things this defendant is ready to aver justifie maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Cost and Charges in this behalf most wrongfully Sustained —

Christian Van Teylingen

14th Oct. 1763 Sworn before Me

Filed and filed
17th December 1763

The Replication of Medah Vanda Ragoolloo Chitty of Madras Merchant Complainant to the Plea and Answer of Christian Van Teylingen Esquire Residing at the same place

This Replyant now and at all times hereafter, Saving and Reserving to himself all and every the Advantage and exception, to the uncertainty and insufficiences in the said Answer Contained, for Replication thereunto saith that all and every the Matters and things in this Bill of Complaint is certain true, and sufficient in the Law to be Answered unto and for further Replication this Replyant Saith that the Defendant hath Advanced his Plea upon a very false foundation setting forth that this Replyant is an Alien and thereby insinuating thereby that as such, he is not intitled to the Benefit of this Honble Court, but it is notoriously known to the Countrary That this ... Replyant, is not only a Merchant and Inhabitant of this place, but a Native born under the British Flag of Fort St George, and his Ancestor for many Generations and his family Now, and always Inhabited here, and the Major part of the Merchandize the Defendant, stands charged for, was provided here the Defendant saying the Cause of Action commenced, Out of the Jurisdiction of this Honble Court, is saying little to the purpose unless prescribing limits to the Prerogative of this Honble Court for it is with Submission well known the Merchants Inhabitants of this place, Trade to all or most parts of the Empire, Yet that doth in no Wise Deprive them of having Recourse or Redress with the Inhabitant of another place when they are Residing within the Jurisdiction of this Honble Court especially this Replyant humbly Conceives, in the present Case the Defendant flew from under the Jurisdiction and Power of this

their High Mightnesses Court of Judicature, and obtained the protection of the British Flag, and as by that Means, Relinquishing Allegiance to the States of Holland, Consequently became Subject to the Laws of Great Britain, and this Replyant with Submission to this Honble Court presumes as a Native, Inhabitant and Subject under the Flag, hath a Right to Sue the Defendant in this Honble Court for his just Demand, as is Exemplifyed in a late Instance in the Suit of Dirk Buys and Trustees of the Orphan House of Negaptam, by their Attornies of this place, against Christian Van Teylingen Esquire Resding here In regard to the Defendant's Answer to this Replyant's Bill of Complaint the Defendant hath only Obstinately denyed the Debt, in the affirmative but hath not Advanced the least reson for so doing therefore this Replyant only Positively Avers, he can, and in due time, will by substantial and unexceptionable evidences support confirm and prove all and every Article of his Demand Setforth in his Account Current and therefore prays this Honorable Court, that the Defendant may Rejoin to this Replyant's just and true Replication and further humbly prays as in and by his said Bill he hath already Prayed.

James Hathaway
Attorney for the Replyant

Read and filed
28th January 1766

The Rejoinder of Christian Van Teylingen to the Replication of Medah Vardah Ragulloo Chitty

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 Uncertainties and insufficiencies of the said Replication for Rejoinder Saith that the Account Current annext to the Bill of Complaint is the most Scandalous and most enormous Account that [illegible]

the Articles that the Replyant charges in his Account were never ordered by this Defendant or the least directions given to the Replyant for the same, neither can the Repliant produce Proof thereof but the real State of the Case is this the said Defendant being (at the time the several Articles were gave to him by the Replyant) in such a Station of Life as the Repliant very Prudently Conjectured the Defendant could serve him to his advantage the Replyant of his own free Will and without any other Obligation that of Serving himself presents several of the Articles mentioned in the Account Current as a Remembrance to the Defendant of the Expectations he the Replyant had of the Defendant in his the Replyant's favor, whether the Articles Contained in the Replyant's Account Current are the same as presented by the Replyant he the said Defendant cannot Positively Answer unto as the Articles so given being in themselves but Triffles as appears by the said Account Current of the Replyants to which Account the Defendant begs the Attention of this Honble Court and whether the Defendant Considering the Hight Station in which he acted on Account of the Honble Dutch East India Company could have Condecended to have purchased so small a Quantity of Articles or have Compelled the Replyant to have giving such Triffeles when if the Defendant had thought Proper he could have Forced the Replyant to have parted with his whole Estate had he been in his Jurisdiction and for a further Observation the Defendant begs leave of this Honble Court to remark on that Account Current concerning Cooley hire to Carry Stone to Pullicate and many other of the like Triffles that such their several Charges carrys with them no other appearance than that of endeavouring to Extort money from the Defendant in the time of his Adversity well Knowing the incapacity of the Defendant in litigating amicably what Business he was Concerned in for the Defendant saith the Replyant never once offered his Accounts to the Defendant either at Pullicate or Negapatnam though he the Replyant had

Opportunity

Opportunitye sufficient at the time he was Playing his Peqnicke or rather exerby
cunging to this Defendant And with Repect to the last Articles charged One hundred
and fifty Pagodas the Defendant saith that the Replyant had wrote to him
to Acquaint him that he the Replyant had a Boat stranded to the Northward of this
Port in which Boat were goode to a Considerable Value and that such Goode had fell
into the Hands of the Renter of the place where the Boat was Stranded thereby
soliciting the Assistance of the Defendant for the Releasing of the same which
accordingly was done on the Defendants application for the same and at the time
the request was made to the Defendant by the Replyant two pieces of fine.....
Handkerchiefs and some Shape Gingham and a peice or Servant of the Defendant
which carried the Letter of the Rahol to the Renter brought back in Return
some very Triffling Presents which the Replyant has thought proper to charge
in so Extraordinary Manner the Defendant further says that it is very well
known when Vessells belonging to the Natives are Stranded on the Coast of
Coromandell that the head of that Place where such an Accident happened
always Seizes on the Wreck of the same and appropriates it to his own Use
and unless the Natives by getting the European Powers to intercede for them
with the Prince of the Country where such Vessell was Stranded it is utterly
impossible for them to get the Wreck And the said Defendant further says that
he never offers by any means whatsoever in an unjustifiable Manner to
Extort money from the Replyant and therefore the Sum of Two hundred
Pagodas charged to the Defendants Account is very Unjust and as to any
Transactions happening between the Defendant and the Replyant at
Pullicate and Negapatnam on Account of the same are Matters that are
by no means Cognizable in this Honorable Court but should this Honorable
Court be of Opinion that the Sum of Five hundred Pagodas so charged
to this Defendants Account ought to stand that then and in that Case the
Defendant prays the Replyant may produce all and every Voucher
the Particulars thereof not only regarding the Sum but every Article contained

in his Account Current All which Matters and things the Defendant is
Ready and willing to verifie maintain and prove in such Manner and
from as this Honble Court shall direct and humbly prays as in and by
his said Answer he hath already prayed.

Chas. Bramley
Attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced and
Examined in a certain Cause depending and at Issue in the Honble the
Mayor's Court at Madraspatnam wherein Medah Vardah Ragulloo Chitty
of Madras Merchant is Complainant and Christian Van Teylingen late of
the same place Defendant On the part and behalf of the Complainant

Interrogd Swth Witness

1st ..... Do you know or do you not know the parties Complainant
and Defendant in the Title of these Interrogatories named, If Yea, how long
Rangiah 2 ..... Do You know or do You not know of any Violence or extortion
committed by certain Person upon one Medah Vardah Ragulloo Chitty
If so, what Violence or abuses, or in what manner and what extortions and by
whom, in what Year what Month and what day, to the best of your Memory
Declare with the particulars of the transactions fully and truly Relate
3 ..... Do you know or do you not know, of a Peon that came
from Negapatnam and was sent on a demand to Medah Varda Ragulloo
Chitty, If Yea, on what Demand, and by whom sent, and whether the
said Peon gave any Abuse and what Answer the said Medah Vardah
Ragulloo Chitty gave him and whether any Violence or Compulsion
was Committed upon the Habitation of the said Medah Vardah Ragulloo
Chitty the whole you know of this Matter fully and truly Declare
4th ..... Do You know, or do you not know, of any Person being
sent from the Defendant to Madras, If Yea, who, and by whom was
he

he went, and on what Account, and did he and he not receive any Goods, and from whom and what were the particular of the Goods and what was the Amount and to whom were they Delivered, and what Expences might Attend the Journey the best of Your Remembrance Declare, what Year and what Month fully and truly Relate ----------

Ragaviah ---- 5th ---------- Had you, or had you not, any Intelligence of abuse Illegal or Committed upon the Person of Medah Vardah Ragulloo Chitty, If Yea how came You by this Intelligence and how was you informed, and by whom and what Manner was you informed, he was used, and on what Account and in what Condition did Medah Vardah Ragulloo Chitty appear to you and whether he was under the Charge of Seapoys, Declare when and where the whole you know touching this Case fully and truly Declare

6th ---------- What You know Relative to this Case faithfully and particularly Declare

Ramah Chitty and Allamah Chitty 7th ---------- Do You know or do you not know of any Wreck of a Boat to whom did the same belong, what was she laden with from whence did she depart, and whither bound, and do you know when she Wrecked whether the whole or any part of her laden was Seized on, by any person, Was the laden Restore to the Proprietors, and by what Means and whether there was any Letter graced for the restoration of the Goods, The whole You know Relative to this affair fully and particularly Declare

Last ---------- Do You know or can you say any other Matter or thing Material for the Complainant in this Cause to set forth the same as You know have heard or do believe together with the Reasons of such Your Knowledge and belief ----------

James Rathawry
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Medah Vardah Ragulloo Chitty Complainant and Christian Van Teylingen Defendant

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

Rangiah of Madras Brahmin Aged 31 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 21 day of March 1766 sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Coracapah 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 8 Years and the Defendant 6 Years or thereabouts

2 ---------- To the Second Interrogatory this Deponent Saith about four or five years agoat Vardah Ragulloo Chitty's house, at about 1/2 an hour past 5 o'clock, two Peons came from the Governor Christian Van Teylingen to the Complainant, telling him that the Governor wanted him this Deponent accompanied the Complainant to the Governor, who sent an order to the Complainant to come up to him this Deponent staid below stairs, and heard the sound of a Chabuck from above, as if some body was beating, afterwards this Deponent saw the Governor come out, call some Seapoys, and sent them with the Complainant, and gave them order to stay at the Complainants house, till the Complainant paid their five hundred Pagodas this Deponent accompanied the Seapoys with the Complainant, to the Complainants house when the Complainant went in and rubbed his back and body with some Physick to ease the smart of the blows he had received from the Chabuck the Complainant then wrote a Letter to his Uncle at Madras, and sent two Peons along with it this Deponent the next day went to the Complainants house, and whilst he was there the two Peons the Complainant had sent to Madras returned and brought five hundred Pagodas the Complainant immediately sent

ward

he sent, and on what Account, and did he and he not receive any Goods, and from whom and what were the particular of the Goods and what was the Amount to whom were they Delivered, and what Expences might Attend the Journey the best of Your Remembrance Declare, what Year and what Month fully and truly Relate

Ragaviah 5th Had you, or had you not, any Intelligence of abuse Hurt or Committed upon the Person of Medah Vardah Ragulloo Chitty, If Yea how came You by this Intelligence and how was you informed, and by whom and what Manner was you informed, he was used, and on what Account and in what Condition did Medah Vardah Ragulloo Chitty appear to you and whether he was under the Charge of Peons; & when and where the whole you know touching this Case fully and truly Declare

6th What You know Relative to this Case faithfully and particularly Declare

Ramah Chitty 7th Do You know or do you not know of any Wreck of a Boat and Allanah Chitty to whom did the same belong, what was she laden with from whence did she depart, and whether bound, and do you know when she Wrecked whether the whole or any part of her laden was Seized on, by any person, If so was the laden Restore to the Proprietors, and by what Means and whether there was any Letter prayed for the restoration of the Goods, the whole You know Relative to this affair fully and particularly Declare

Last Do You know or can you say any other Matter or thing Material for the Complainant in this Cause set forth the same as You know have heard or do believe together with the Reasons of your Knowledge and belief.

James Rathaway
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Medah Vardah Ragulloo Chitty Complainant and Christian Van Teylingen Defendant

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

Rangiah of Madras Braming Aged 31 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 31 day of March 1766 Sworn at the Office of Mr Charles Bromley Attorney for the Defendant by Caesar a Peon 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 8 Years and the Defendant 6 Years or thereabouts

2 To the second Interrogatory this Deponent Saith about four or five years agoad Pullicat, he went in the afternoon at four o'clock to the Complainant Medah Vardah Ragulloo Chitty's house, at about 1/2 an hour past 5 o'clock, two Peons came from the Governor Christian Van Teylingen to the Complainant, telling him that the Governor wanted him this Deponent accompanied the Complainant to the Governor, who sent an order to the Complainant to come up to him this Deponent staid below stairs, and heard the sound of a Chabuck from above, as if some body was beating, afterwards this Deponent saw the Governor come out, call some Seapoys, and sent them with the Complainant, and gave them order to stay at the Complainants house, till the Complainant paid them five hundred Pagodas this Deponent accompanied the Seapoys with the Complainant, to the Complainants house when the Complainant went in and rubbed his back and body with some Physick to ease the smart of the blows he had received from the Chabuck the Complainant then wrote a Letter to his Uncle at Madras, and sent two Peons along with it this Deponent the next day went to the Complainants house, and whilst he was there the two Peons the Complainant had sent to Madras returned, with five hundred Pagodas the Complainant immediately sent

word thereof to Venaga Pillah and Audy Narnapah Dubashes to Christian Van Teylingen Venga Pilla and Audy Narnapah immediately came to the Complainant's house when the Complainant paid to them the five hundred Pagodas he had received from Madras the Seapoys then went away from the Complainant's house Two Months before any thing of this happened, this Deponent was at the Complainant's House, when one Armogata Pillah Dubash to Christian Van Teylingen came to the Complainant and told him, that his Master the Governor, wanted some Sugar Candy, Kistmishes, Broad Cloth &c. and desired the Complainant to write a Letter to his Uncle at Madras, to provide those things and send to Pullicat, and that he, Armogata Pillah, would get the Money from the Governor and pay him for them which Goods as this Deponent heard were Accordingly provided by the Complainant's Uncle at Madras and sent to Christian Van Teylingen Governor of Pullicat, amounting together with charges to One hundred and twenty Pagodas About One year ago a Peon, by Name Sheveramootoo brought a Letter from the Defendant Christian Van Teylingen the Governor at Negapatnam to the Complainant's at Pullicat the Peon at the time of his delivering the said Letter to the Complainant said he had likewise received orders from the Governor, to Demand two hundred Pagodas from him, on Account of charges the Governor had paid, to get back some Goods belonging to the Complainant which were drove ashore from aboat of which the Complainant was the Proprietor, wrecked in Tamapatnam road the Complainant replyed to the Peon, I wrote to my Uncle concerning those said Goods you mention at Madras, he complained to the Governor Mr. Palk, by whose influence I got them back again, I have nothing therefore to pay for them, to Christian Van Teylingen the Peon he would not return to Negapatnam without the money, the Complainant thereupon gave over to the Peon, about One hundred and seventy Pagodas and odd wroth of Goods more this Deponent deposeth not to this, the third fourth, and last Interrogatory

Richard Lathom Examiner

Mayor's Court at Madraspatnam

Between Medah Vardah Ragooloo Chitty Complainant and Christian Van Teylingen Defendant

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

Ragaviah of Madras Braminy Aged 60 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 12 day of April 1766 shewn at the Office of Mr. Charles Bromley Attorney for the Defendant by Concapah who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith, he has known the Complainant 28 Years and the Defendant 5 Years or thereabouts

5th To the fifth Interrogatory this Deponent Saith, about four Years ago he went to a Relation's house of his at Pullicate where he heard that Christian Van Teylingen the Governor of Pullicate had beat the Complainant — this Deponent then went from his Relations House to the Complainant's to enquire of him concerning it — at the Complainant's house this Deponent saw two Seapoys Sentinels standing at the Door, and one Seapoy Sentinel in the Entry — and the Complainant had his body rubbed over with a kind of Physick this Deponent asked the Complainant what was the Matter — the Complainant made Answer, the Governor has had me whipped, to get five hundred Pagodas from Me — the next day this Deponent went again to the Complainant's house at about eleven or twelve o'Clock in the forenoon at which time two Peons came to the Complainant from Madras bringing with them five hundred Pagodas — Audy Narnapah and Venaga Pilla, both Dubashes to Christian Van Teylingen, also came to the Complainant's house whilst this Deponent was there, received the five hundred Pagodas from the Complainant, then went away and took the

the Sepoys Sentinels with them — more this Deponent depos'th not to this or to the last Interrogatory ——— Sworn

Richard Sathom
Examiner

Mayors Court at Madraspatnam

Between Medah Vardah Ragullee Chitty Complainant and Christian Van Seylingen Defendant

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

Ramah Chitty of Madras Merchant Aged 24 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27th day of March 1766 shewn at the Office of Mr Charles Bramley Attorney for the Defendant 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 depos'th as follow'th

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

7th ——— To the Seventh Interrogatory this Deponent saith, he heard only there was about a wreached more than one Year ago in Ramapatnam road that she sailed from Mootapallee and was bound to Pullicat belonging to Medah Vardah Ragullee laden with Bales of Cloth, and Chinaware part of which goods being drove ashore from the wreck, the Pollygar of Ramapatnam signed them that Medah Vardah Ragullee being then at Pullicat and hearing this news, sent a Letter to his Uncle at Madras acquainting him therewith Medah Vardah Ragullee Uncle complained thereof to the Governor Mr Palk, who gave him a Letter to Cosa Ramiah

at Nellour to get the Goods restored from the Pollygar of Ramapatnam that Accordingly Cosa Ramiah sent some horsemen and Peons at Ramapatnam and took away the said Goods from the Pollygar and had them kept them under his own Peoples care Cosa Ramiah not Delivering up the said Goods Medah Vardah Ragoolee Uncle made a second complaint to Mr Palk, who Ordered a Peon away to the Amaldar at Nellour Cosa Ramiah thereupon sent the said Goods down in a Boat to Medah Vardah Ragulee at Pullicat a Peon brought a Letter to the Governor Mr Palk advising him thereof — the Governor gave the said Letter to Medah Vardah Ragullee Uncle here, and told him he might receive the Goods mentioned therein, which were arrived at Pullicat further this Deponent has not heard relating to this Cause ———

Richard Sathom
Examiner

Mayors Court at Madraspatnam

Between Medah Vardah Ragoollee Chitty Complainant and Christian Van Seylingen Defendant

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

Allawah 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 27th day of March 1766 shewn at the Office of Mr Charles Bromley Attorney for the Defendant by Comracapah 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 depos'th as follow'th

1st ——— To the first Interrogatory this Deponent saith, he has known the Complainant 25 Years, and the Defendant four Years or thereabouts

7th To the Seventh Interrogatory this Deponent Saith he heard there was about one more than one Year ago in Ramapatnam road — that she sailed from Meotapi and was bound to Pullicat — belonging to Medah Vardah Ragoolloo laden with with Bales of Cloth and Chire wood part of which Goods being drove ashore from the wreck, the Pollygar of Ramapatnam seized them — that Medah Vardah Ragulloo being then at Pullicat and hearing this News, sent a Letter to his Uncle at Madras acquanting him therewith Medah Vardah Ragulloo's Uncle complained thereof to the Governor Mr Palk, who gave him a Letter to Cossa Vamiah Amuldar at Nellour to get the Goods restored from the Pollygar of Ramapatnam — that accordingly Cossa Vamiah sent some horsemen and Peons to Ramapatnam and took away the said Goods from the Pollygar and had them kept there under his own Peoples care Cossa Ramiah not delivering up the said Goods Medah Verdah Ragulloos Uncle made a second Complaint to Mr Palk, who sent a Peon to the Amuldar at Nellour, with further orders to him about them Cossa Ramiah's people thereupon Delivered up the said Goods to Madah Vardah Ragulloo's Gomastah at Ramapatnam and sent a Letter to Mr Palk advising him thereof — Mr Palk acquainted Medah Vardah Ragulloo's Uncle here with the contents of the said Letter further this Deponent has not heard relating to this Cause

Richard Lathom

Examiner

Mayor's Court at Madraspatnam

Tuesday the 22d day of July Anno Domini 1766

Present

Arthur Cuthbert Esquire Mayor

Peter Mariette — John Debonaire

Thomas Powney — Anthony Sadlier

Reynald Adams — and Edward Stracey

Between Medah Vardah Ragulloo Chitty of Madras Merchant Complainant and Christian Van Teylingen late of Negapatnam but at present of Fort Saint George Esquire Defendant

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on Reading the Complainant's Bill with an Account Current annexed, the Defendant's Answer, the Replication, the Rejoinder the Interrogatories and Depositions on the part of the Complainant on hearing the Pleadings made use of by the Attornies and on due Consideration had thereon Itappearing to the Court that the Complainant has brought sufficient Proof of the Justness of the several Articles charged in his Account Current annexed to his Bill of Complaint; This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Nine hundred and Ninety Nine Pagods Twelve fanams and forty Cash (Pagodas 999.12.40) the Ballance of the said 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

Court of Appeals at Madraspatnam

Thursday the 6th August 1767

Between Christian Van Teylingen Appellt and Medah Vardah Ragoolloo Chitty Respondent

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

Appeal and Answer and the several Exhibits of the Honorable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 22d July Anno Domini 1766 and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both Sides, This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Decree of the Honble the Mayors Court given in this Cause do stand Confirmed and that the Appellants Petition behence Dismissed with Costs in both Courts

Pour
W. M. Goodlad
Clerk

At the Court at St James's the 27th Day of April 1770

(L.S.)

Present

The Kings Most Excellent Majesty
Arch: Bishop of Conterbury — Earl of Rochford
Lord President — Earl of Kinnoul
Lord Privy Seal — Earl of Marchmont
Duke of Queensberry — Viscount Weymouth
Duke of Newcastle — Viscount Barrington
Earl of Denbigh — Mr Vice Chamberlain

Whereas there was this Day read at the Board a Report from the Right Honorable the Lords of the Committee of Council for hearing Appeals from the Plantations &c. Dated the 2d of this Instant, in the Words following Viz.

"Your Majesty having been pleased by "Your order in Council of the 5th of August 1768 to refer unto this "Committee the humble Petition and Appeal of Christian Van

"Teylingen Esquire from a Decree pronounced by the President & "Council at Fort Saint George in the East Indies on the 6th of August "1767 affirming a Decree made by the Mayors Court at Madraspa=tnam on the 22d of July 1766, in favour of Medah Veradah "Ragulloo Chitty, whereby the Petitioner was Decreed to pay unto "the said Medah Veradah Ragulloo Chitty the Sum of Nine "hundred and ninety nine Pagodas twelve Fanams and forty Cash "being the Ballance of an Account with Interest and Costs of Suit "and humbly praying that the said Decrees may be reversed, or that "the Petitioner may be otherwise relieved in the Premises — The "Lords of the Committee, in Obedience to your Majestys said "Order of Reference, this Day took the said Petition and Appeal into "their Consideration, and heard all parties therein Concerned by their "Counsel learned in the Law, and do thereupon agree humbly to "Report as their Opinion to Your Majesty that the said Decree of the "Mayors Court at Madraspatnam of the 22d of July 1766, and also "the Decree of the President and Council of Fort Saint George of the 6th "of August 1767 should both of them be Affirmed, and the Petition & "Appeal therefrom Dismissed —

His Majesty taking the said Report into Consideration, was pleased with the Advice of His Privy Council to approve thereof, and to Order, as it is hereby Ordered that the said Decree of the Mayors Court at Madraspatnam of the 22d of July 1766, and the said Decree of the President & Council of Fort Saint George of the 6th of August 1767, be both of them affirmed, and that the said Petition and appeal of the said Christian Van Teylingen therefrom be dismissed this Board — Whereof the Governor or President and Council of Fort St George, the Mayors Court at Madraspatnam, and all others whom it may Concern, are to take Notice and Govern themselves Accordingly

Phil Sharpe

Read and filed
17th Dec.r 1763

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator, William Harrison of Madras Inhabitant, that Edward Jane also of the same place Inhabitant stands indebted to your Orator on the Ballance of the Accounts the full and just Sum of one hundred and Seventy Six Pagodas Nineteen fanams and Seventy seven Cash Current money of Madras, which is in sterling Money of Great Britain, accounting at the rate of Eight Shillings for every Pagoda Seventy Pounds, twelve Shillings and five pence or thereabouts all which particulars will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honble Court and to which your Orator most humbly prays the same may be admitted as part of this your Orator's Bill of Complainant and Your Orator further shews unto this Hon.ble Court that he hath frequently and in an amicable Manner requested from the said Edward Jane the payment of the aforementioned Ballance of One hundred and Seventy Six Pagodas Nineteen fanams and Seventy Seven Cash. - -

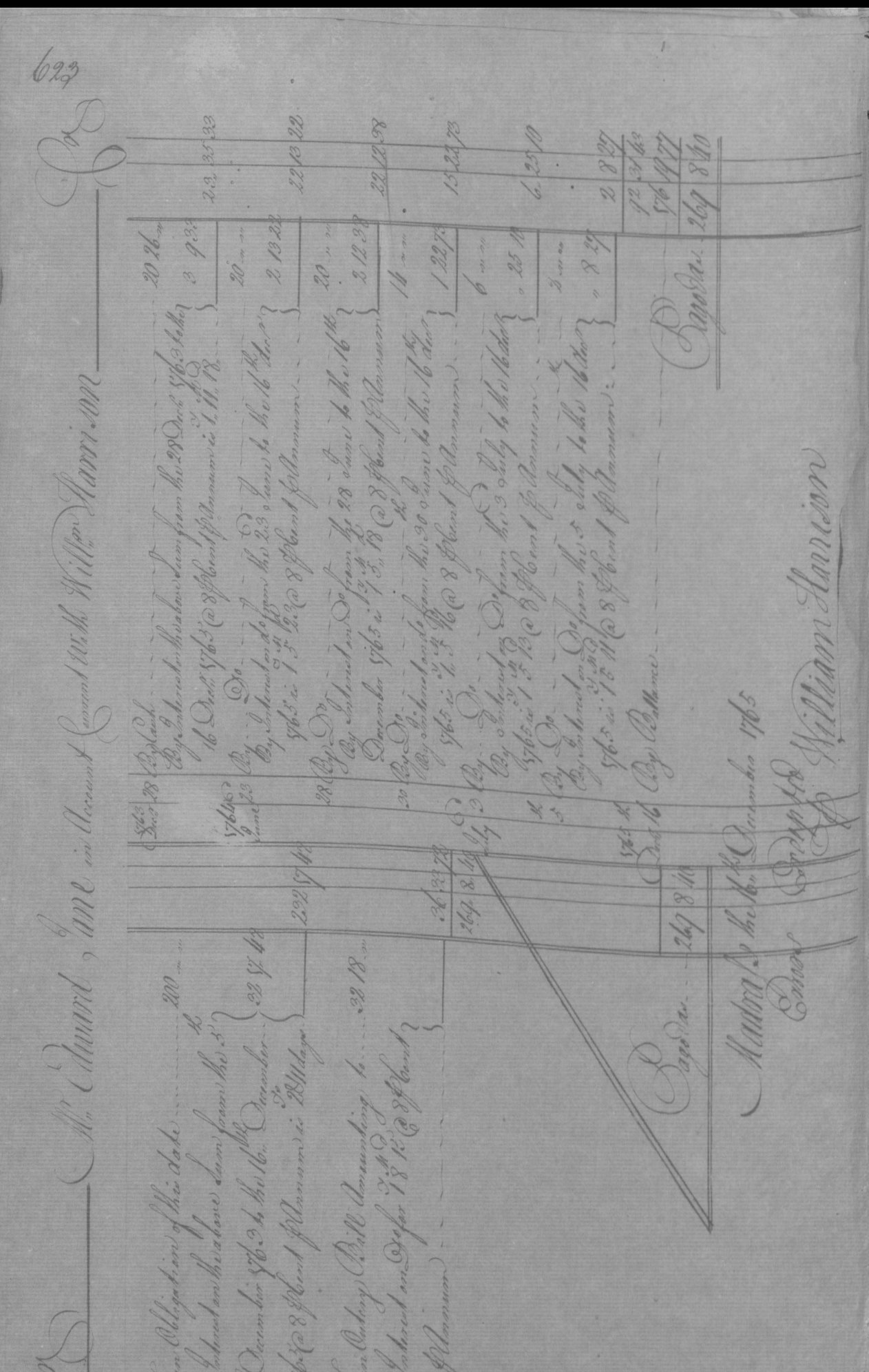
But now so it is may it please this Hon.ble Court the said Edward Jane willfully and obstinately refuses to give your Orator any Manner of satisfaction touching the premises Your Orator therefore prays a General relief such as to this Hon.ble Court shall appear Agreeable to equity and good Conscience To the End therefore that the said Edward Jane may upon his Corporal Oath true and perfect Answer make to all and singular the Matters and things hereinto alledged and set forth as fully truly and effectually to all

were here again repeated and interrogated and be Decreed to pay unto Your Orator the aforesaid Ballance of one hundred and Seventy Six Pagodas Nineteen fanams and seventy seven Cash, together with the interest that may be due thereon Also all Costs of this Suit. - -

May it please this Hon.ble Court to cause the said Edward Jane 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 appointed and prefixed, then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet. - -

Will.m Harrison

Attorney for the Complainant



Mr. Edward Jane in Account Current with William Harrison — Dr.

				20 26
1763 Decr 28	By Cash			3 9 33
	By Interest on the above Sum from the 28 Decr 1763 to the 16 Decr 1763 @ 8 P Cent P Annum is 1 11 18			23 35 33
1764 June 23	By Interest on do from the 23 June to the 16th Decr 1 5 23 @ 8 P Cent P Annum			20
	By Interest on do from the 23 June to the 16th Decr 1 5 16 @ 8 P Cent P Annum			2 13 22
				22 13 22
1765 Decr 28	By Cash			20
	By Interest on Do from the 28 June to the 16th Decr 1765 is 1 5 18 @ 8 P Cent P Annum			2 12 38
				22 12 38
30	By Do. Interest on do from the 30 June to the 16th Decr 1 5 16 @ 8 P Cent P Annum			14
	By Interest on Do from the 30 June to the 16th Decr 1 5 16 @ 8 P Cent P Annum			1 22 73
				15 22 73
1765 July 3	By Interest on Do from the 3 July to the 16 Decr 1 5 13 @ 8 P Cent P Annum			6
	By Interest on Do from the 3 July to the 16 Decr 1 5 13 @ 8 P Cent P Annum			25 10
				6 25 10
1765 Decr 16	By Cash			2
	By Interest on Do from the 5 July to the 16 Decr 1 5 11 @ 8 P Cent P Annum			8 27
				2 8 27
				92 31 63
				576 1977
				269 8 40

Pagodas

Madras 16th December 1765 Errors Excepted William Harrison

Jurin Curi 25th Febry 1766

The Answer of Edward Jane of Madras Inhabitant Defendant to the Bill of Complainant of William Harrison of the same place Inhabitant Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complainant 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 be indebted to the Complainant in the Sum of One hundred and Seventy Six Pagodas Nineteen fanams and Seventy Seven Cash as is most Unjustly Setforth in the Complainants said Bill of Complaint and Account Current thereunto Annexed but Admits that he doth Stand Indebted to the Complainant in the Sum of fifty Six Pagodas Twenty Six fanams and Seventy Cash on the Ballance of all Accounts Depending between them as will more fully and at large appear by an Account Current hereunto annexed for the Inspection of this Hon'ble Court and which this Defendant prays may be Admitted as part of this his Answer which said Sum of fifty Six Pagodas Twenty Six fanams and Seventy Cash this Defendant is ready and willing to pay to the Complainant when he shall be Required so to do And this Defendant further saith that the Complainant has most Unjustly Charged this defendant in the Account Current Annexed to his Bill of Complaint with the Sum of thirty Two Pagodas and Eighteen fanams for an Outcry Bill for this defendant Saith that on or about the Twenty Eighth day of March which was in the Year of our Lord One thousand Seven hundred and Sixty four this Defendant did at the Request of the Complainant

make an Outcry for him the Complainant of a Small parcell of Goods which Amounted to the Sum of Twenty two Pagodas and Eighteen fanams and that on the Seventh day of November then next ensuing the Complainant and this Defendant did Settle the same in this Defendant's House at the same time that they Settled the Accounts relating to Major Joseph Winter's Outcry in the following Manner and gave him the following Outcry Bills that is to Say, Major Winter's Outcry Bill Amounting to thirty One Pagodas four fanams and forty Cash, Lieut^t Pitts Outcry Bill Twenty three Pag^s & Seventeen fan^s Lieutenant daviss Outcry Bill Sixteen Pag^s thirty one fan^s & forty Cash Char^s Lint^s Bill Six Pag^s Twenty One fanams and one Mc Donalds Bill Seven Pag^s which said Several Sums together with five Pag^s for the Complainant's Share of the Commission of Major Winter's Outcry did Amount to the Sum of Eighty Nine Pagodas and thirty two fanams Added to the said Sum of Twenty two Pag^s and Eighteen fanams the Amount of the Outcry so made by this defend=ant for the Complainant as aforesaid Amounted to the Sum of one Hundred and Twelve Pag^s and Eight fanam^s Out of which Deducting the Sum of five Pag^s for this Defend^ts Commission thereon there Remained due to the Complainant the Sum of One hundred and Seven Pag^s and Eight fan^s which this defend^t paid to the Complainant on the said Seventh day of November One thousand Seven hundred and Sixty four and for which he gave this Defendant a Receipt dated the said Seventh day of November One thousand Seven hundred and Sixty four Now in this Defendants Custody and ready to be produced to this Honorable Court when Required And with regard to the Remaining Ten Pagodas of the said thirty two Pagodas and Eighteen fanams so by the Complainant Charged in his Account Current as aforesaid this Defendant Saith He Imagines the Complainant must mean five Pagodas thereof for a pair of Gold

which He paid the Complainant on the said Seventh day of November One thousand Seven hundred and Sixty four and for which this Defendant Requested the Complainant to give him a Receipt but He Answered there was no occasion for it as this Defendant had given him his Outcry Account And with regard to the Remaining five Pagodas of the said thirty two Pagodas of the said thirty two Pagodas and Eighteen fanams so by the Complainant Charged as aforesaid this Defendant Saith He believes it is for the Complainant's Share of the Commission on Major Winter's Outcry which was Settled and paid in manner before mentioned and particularly Set forth and which Circumstances this Defendant humbly hopes will be Sufficient entirely to Set a Side and make Void the said Charge of thirty Two Pagodas and Eighteen fanams and which together with the other Sums which have been paid by this Defendant to the Complainant as Appears by the said Account Current hereunto Annexed this Defendant humbly hopes will be Sufficient to Convince this Honble Court of the Unjustness of the Complainant's Assertions and Claim on this Defendant and that the Defendant is only Indebted to the Complainant in the said Sum of fifty Six Pagodas Twenty Six fanams and Seventy Cash And this Defendant further Saith with regard to the Sum of thirty Pagodas by this Defendant Charged in his Account Current hereunto Annexed to have been paid and which really was paid on the twenty Seventh day of October in the Year of our Lord One thousand Seven hundred and Sixty four that the Same was paid to the Complainant's Servant boy Called dublin in Consequence of a Message which this Defendant received from the Complainant that day by the said boy Dublin that the Complainant wanted Money at the same time this Defendant Sent a Chit to the Complainant with the said Sum of thirty Pagodas by the said Dublin in the Words and figures following "No. 27th October 1764 Signed E Jane on this Chit Sent to Mr Harrison by his boy "Dublin Pag^s 30" a Copy of which said Chit is in this Defendant's Custody and ready to be produced to this Honble Court when Required And this Defendant humbly prays that the Original so by this Defendant Sent to the Complainant

produced to this Honble Court which this Defendant humbly hopes will be Sufficient to Convince this Honble Court that the said Sum of thirty Pagodas was paid to the Complainant in manner and at the time beforementioned And with regard to the Sum of fifty Pagodas by this Defendant also charged in his said Account Current to have been paid to Mrs Elizabeth Harrison the Complainants Wife this Defendant Saith that the same was so paid to her by this Defendant on the Twenty Second day of September in the Year of our Lord One thousand Seven hundred and Sixty five in the Complainants House in the presence of one Lieutenant Thomas Colly Now Deceased but who died some days before his decease Declared the same in the presence of three Credible Witnesses whose Depositions as well as those of two of the Complainants Servants who were present and did on this Defendant pay the said Sum of fifty Pagodas to the Complainants Said Wife this Defendant humbly hopes will evince to this Honorable Court that this Defendant did really and truly pay the said fifty Pagodas as beforementioned

All which Matters and things this Defendant is ready and willing to Verify maintain and prove in such Manner and form as this Honble Court shall Direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained.

E: Lane

John Sykes
Attorney for the Defendant

William Harrison in Account Current with Edward Lane Esq

1763					
Augt	1	To Cash paid Sundry times as p Account Current	200		
		To Cash paid Depan his Bill dated 5th Augt 1763 to Bill	32 17 0	232 17 0	
December		To Cash paid Depan his Bill dated 16th December 1763 being 2 M @ 8 Pd and 1 Pd Diamonds	5		
		To Cash paid Do Dalton	25		
		To Interest on Do from his Bill dated 20 Decr 1763 to the 16th Decr 1763 being 2 M 20 @ 8 Pd and 1 Pd Diamonds	28 60	288 60	
		To Cash paid for your Amount of Cash remitted for his Account	22 18		
		To Interest on Do from his Bill dated 20th May 1764 to the 16th December 1763 being 1 M 26 @ 8 Pd and 1 Pd Diamonds	2 29 40	25 5 40	
		To Cash paid Mr Commission and Major Lynds Bill	5		
		To Interest on Do from his Bill dated 20th May 1764 to the 16th Decr 1763 being 1 M @ 8 Pd Diamonds	15 63	15 63	
		To Cash paid Mrs Elizabeth Harrison being 1 M @ 8 Pd Diamonds	50		
		To Interest on Do from his Bill dated 16th November 1763 being 2 M @ 8 Pd Diamonds	33 40		
		To Balance		168 23 53	
				288 23 53	

E. Lane

John Sykes
Attorney for the Defendant

A

Mr Savage		4 18 "
Mr McGaskill		" 60 "
Mr Hathaway		" 24 "
Nella Moota		1 9 "
Kistnah		1 1 "
Sadashava		" 35 "
Tailapah		1 57 "
Ogilapah		1 7 "
Jane	Pagodas	14 33 "
Mack Gaskill		5 9 "
Gold Buttons		2 18 "
		22 18 "
Major Winter		5 " "
		5 " "
		32 18 "

Mr William Harrison's Account B.C

1763 In December You had of me	Pag	20 " "
Lent you in your House		" 26 "
1764 23 Sent by My Boy Ramah		20 " "
May 1st June Ditto		20 " "
Sent by Dublin		2 " "
Paid you in My House		6 " "
Paid Your Wife Myself		14 " "
		~~13 25~~
		96 9 "

C

Mr Harrison		Dr
To 6 Pictures	Pag	3 " "
To 1 Silver Mounted Sword		10 9 "
To 1 Dutch Cheese		" 25 "
To 1 English Do		1 2 "
To some Trumpery for a Horse		" 7 "
To 1 Flute		" 19 "
To 1 Horses Bitt		1 18 "

Brought Over

To 1 Dozen Beer	Pag	3 " "
To 1 Ditto Cydar		3 9 "
	Pagodas	23 57 "

Fort St George
26th October 1764

E. Jane

Lt Pitts Outcry Bills

D

Mr William Harrison — Dr

To 1 Blackwood Beauroe	Pag	7 31 40
To 1 Black Leather Trunk		1 " "
To 4 Dozen Madeira Wine @ 4 13 40		57 18 "
To 19 Pr Stockings		4 27 "
	Pag	31 4 40

Fort St George
26th October 1764

E. Jane

Major Winters Outcry Bill

E

Mr William Harrison — Dr

To 11 Pair Stockings	Pag	1 4 40
To 11 pair Ditto		1 13 40
To 4 Dozen Claret @ 3 pr ff Dozen		12 " "
To 3 pair Sheets		2 13 40
	Pagodas	16 31 40

Fort St George
26th October 1764

E. Jane

Lt Davis Outcry

F

Charles Lint Bombardier ——— Dr

To 8 Pair Musquetta Draws ——— £ 21 — —
To 1 Silver Mounted Sword ——— 6 — — —

Pagodas 6 — 21 — —

Fort St George
26th October 1764

Lt Davis Aucty

Ex Jane

Mc Donald ——— Dr

To 1 Carpit ——— Pags 7 — — —

Fort St George
26th October 1764

Lieut Pitt Aucty

Ex Jane

Bill

1	Black Wood Burough	Mr Harrison	7	21 10
1	Black Wood Bed Stead with Tester and Curtains	Captain Shaw	2	— — —
6	Black Wood Chairs	Mr Bromley	11	9 —
1	Pair of Glass Sconces	Mr McGachill	5	13 10
1	Old hanging Glass Lanthorn and 2 Candle	Vellaya Chitty	1	22 10
1	Black Wood Cott	Sagapah	1	1 —
1	Teak Table	Mr McGachill	—	25 —
1	Brass Washing Basson and Ginder & Do Rack	Sagapah Chitty	1	5 —
7	Silver Table Spoons @ 27 fanc 7 Do 12 — 18	Mr Young		
1	Do Soup Ladle 2 Salt Sellers and 2 Small Silver Spoons @ 26 10/4 12/4 p Oz	Vallaya Chitty	7	27 10
1	Do Soup Spoon and 1 Punch Strainer @ 27 fan 14	Capt Shaw	12	18 —
1	Do Sauce Can @ 26/2 13 7/8	Do	10	15 24
1	Do Small Dish @ 26/4 12 — 10	Do	1	2 24
1	Callenquen with Pad			

1	Setts Tureen 6 Dishes 1 Dozen Plates 1/2 Dozen Soup Plates Brought Over	Capt Shaw	Pags 52	9 —
2	Large Soup Dishes 11 Large & Small Dishes 2 Butter Cups and 1 Butter Boat 1 Dozen Soup Plates and 1 Dozen Plain Plates	Capt Bonjour	4	18 —
1	Cruit Stand and 13 Small & Nine Glasses 1 Bun Glasses 12 Small Mugs	Mr McGachell	3	— —
1	Dozen White Hand Knives and Forks and 1 Glass Cruit	Mr Bromley	2	27 —
1	Pair Small Pistolls	Mr Kinnady	2	13 40
1	Old French Musquet	Gruapah	2	— —
1	Old Cases of Instruments	Sagapah Chitty	1	13 40
2	Old Books	Valapah Chitty	1	1 —
20	Old Coloured Chest	Mr Bromley	3	18 —
1	Large Red Leathered Trunk	Mr Harrison	1	— —
1	Black Leathered Trunk	Maliapah	2	9 —
1	Hand Scrutore 1 Small Book Case and Small Leather Cap	Capt Shaw	—	22 —
1	Small Cask Madeira Wine @ Pagodas 4 — 18	Gov Buttonlemaky	16	18 —
4	Do Do @ 4 — 18 —	Mr Anderson	18	— —
4	Do Do @ 4 — 13 — 40	Mr Harrison	5	18 —
4	Do Do @ 4 — 18 —	Mr Kinnady	18	— —
4	Do Do	Do	5	27 —
1	Large Cotton Stockings	Lieut Pitt	4	27 —
1	Do Do	Mr Harrison	4	27 —
1	Do Do	Mr Anderson	3	22 60
19	Pair Do Do	Major Monro	2	— —
1	Leather Bed and Pillow and Bolster	Mr Anderson	1	13 40
1	Spring Glass	Vencatachillum	1	9 —
12	Lanes China Punch Bowls	Syapah	—	6 —
1	Some Trumpery	Tanapah	1	27 —
1	Large Chest		208	6 50
			10	14 60
			197	34 —

Received of Mr William Harrison the Contents of the Within Outcry Bill as Witness my Hand ——— Jos Winter

Received of Mr Jane 50 Pagodas in Full October the 29 ———

Know all Men By these presents that I Edward Jane of Madras Inhabitant am held and firmly bound unto William Harrison of the same place Inhabitant in the Penal Sum of Four Hundred Pagodas Current Money of Madras to the true and Lawfull Payment whereof to be made unto the said William Harrison 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 fifth Day of December in the Year 1763.

Whereas the above bound Edward Jane hath Borrowed and Received of the above Named William Harrison the full and just Sum of Two Hundred Pagodas Current Money of Madras to run at Interest for four Months from the date Rate of Eight P Cent P Annum

Now the Condition of this Obligation is such that if the said Edward Jane His Heirs Executors, Administrators, Assigns or other Successors do and shall well and truely pay or cause to be paid unto the said William Harrison His Heirs, Executors Administrators or Assigns the said full and just Sum of Two Hundred Pagodas in four Months at the Rate of Eight P Cent P Annum from the Date hereof then this Obligation to be void, or else to be and remain in full force and Virtue.

E. Jane (L.S.)

Signed Sealed and Delivered
In the presence of
John Rokohl
Robt. Litton

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 William Harrison is Complainant, and Edward Jane 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 know them or either and which of them? Declare

Swamy Dubash 2d ..... Did You or did you not at any time or times hear your Brother Named Dublin, or did He or did he not tell you that the Defendant had delivered into his Hands Thirty Pagodas or any and what other Sum of Money to Carry and pay to the Complainant and also a Chist, If Yea, what Day, Month and Year did He Say He so Received the said Money and the said Chitt and when and at what particular time or times did He make such Declareation to you? Did he or did he not Say that He Delivered the said thirty Pagodas or such other Sum of Money as He so Received and the said Chitt to the Complainant? If Yea set forth every Circumstance Relative to such the said Dublin's Declaration to you about the said Money and Chitt, and the whole of these Matters According to the best of Your Knowledge Remembrance, and belief fully and Particularly Declare

Vencatachellom and Rutherapah 3d ..... Did You or did you not on or about the Twenty Second Day of September in the Year of Our Lord One thousand Seven hundred and Sixty five See the Defendant Pay to the Complainant's Wife Elizabeth Harrison any Sum of Money? If Yea what Sum of Money and on what Account and what in Particular did the Defendant Say to the Complainant's said Wife at the time he so paid the said Money to her, and what Passed or was said by both or either of them on that Occasion? was or was not any body Present at the time he so paid the said Money? If yea who by Name? the whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

Robert Smith

Mayors Court at Madraspatanam

Between William Harrison Complainant and Edward Lane Defendant

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

Venkatachillom of Madras Conicoply Aged 23 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant, was on the 30 day of July 1766 sworn at the Office of Mr William Cranwell 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

To the first Interrogatory this Deponent saith, he has known the Complainant 7 Years and the Defendant 8 Years or thereabouts

To the 2d Interrogatory this Deponent saith, that on the Complainants Servant by Order of the Complainant went to the Defendant, and received from the Defendant some money on Account of the Complainant which Money the Complainants servant delivered to the Complainant, in this Deponents presence another time, the Defendants servant came and paid to the Complainants Wife Elizabeth Harrison some Money, on Account of the Defendants debt to the Complainant — how much the two aforesaid Sums amounted to this Deponent cannot say nor the time when they was paid — About six months ago, the Complainant sent this Deponent with a Note for Twenty three Pagodas, thirty nine fanams, to the Defendant, which this Deponent was to demand payment of from the Defendant, in the Complainants Name — this Deponent received from the Defendant, only Twenty Pagodas of the said Note — more this Deponent Deposeth not to this, or to the Last Interrogatory

Richard Latham
Examiner

4th ..... Did you or did you not at any time or times hear Lieutenant Thomas Colly now Deceased in his Life time Declare that the Defendant paid to the Complainants Wife Elizabeth Harrison Any Sum of Money in Part Payment or on Account of the Obligation given by the Defendant to the Complainant? If Yea, whom where and at what Particular time or times and on what Occasion or Occasions did He make such Declaration, and what Sum did He say the defendant so paid to the Complainants said Wife? the whole of these Matters together with every Circumstance relative thereto According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

5th ..... Do You or do you not know whether Lieutenant Thomas Colly Deceased was or was not at Manila on or about the Twenty Ninth Day of October in the Year of Our Lord One thousand Seven hundred and Sixty four? If Yea how long was He at Manila and when did He Depart from thence? Did He or did He not After he left Manila proceed to Madras? If He did He Arrive at Madras and how do you know or how did you become Acquainted with the time the said Lieutenant Thomas Colly was at Manila and of his Arrival at Madras? The whole of these Matters together with every Circumstance relative thereto According to the best of your Knowledge Remembrance and belief fully and Particularly Declare

6th ..... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matter in Question in this Cause that may tend to the benefit or Advantage of the Defendant? If Yea Declare the same as you know have been informed or do believe together with the Reasons of such Your Knowledge and belief as fully as if you had been thereunto Particularly Interrogated

John Sykes
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between William Harrison Complainant and Edward Jane Defendant

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

Rutherapah of Madras Butler Aged 28 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 30th day of July 1766 shewn at the Office of Mr. William Cranwell Attorney for the Complainant by Canacapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

3d To the third Interrogatory this Deponent saith, he did not in or about the Twenty second day of September 1765, see the Defendant pay to the Complainant Wife Elizabeth Harrison, any sum of Money this Deponent has been in the service of the Complainant more than one Year in the first four or five Months of which time he saw the Defendent Edward Jane, at the Complainants house, several times but has never since, seen him at the house more this Deponent Deposeth not to this, or to the last Interrogatory

Richard Lathom
Examiner

3 S 44 d

Mayor's Court at Madraspatnam

Between William Harrison Complainant and Edward Jane Defendant

Depositions of Witnesses taken in this Cause by and before the

Examiner in this Court as followeth

Robert Smith of Madras Cooper Aged 45 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 30th day of July 1766 shewn at the Office of Mr. William Cranwell Attorney for the Complainant by Conapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith, he has known the Complainant 10 Years and the Defendant 7 Years or thereabouts

4th To the fourth Interrogatory this Deponent saith, he heard Lieutenant Thomas Colly declare two days before his death that one time, he had accompanied the defendant to the Complainants house, where he saw the Defendant count out fifty Pagodas on the Table, to the Complainants Wife Elizabeth Harrison whether Mrs. Harrison took up the money Lieutenant Thomas Colly said he would not be upon Oath but that on the Complainants afterwards coming into the room the Defendant said to him, I have paid Betty fifty Pagodas on the sold score more this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom
Examiner

Robert Smith

Mayor's Court at Madraspatnam

Between William Harrison Complainant and Edward Jane ..... Defendant

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

John Wright of Madras Mariner Aged 29 Years or thereabouts, being produced as a Witness in this Cause on the part of the Defendant was on the 1st day of August 1766 shewn at the Office of Mr. William Cranwell Attorney for the Complainant by Conapah who left a note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and

an Examined deposeth as followeth.

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

5th To the fifth Interrogatory this Deponent saith, he knows that Lieutenant Thomas Colly deceased, was at Manila, in or about the Ninth day of October 1764 how long he had been there, this Deponent cannot say. That Lieutenant Thomas Colly left Manila the thirteenth day of February 1765 and proceeded to Madras where he arrived, the second day of April of the same Year, together with this Deponent deposeth not to this, or to the last Interrogatory

Richard Latham Examiner

John Wright

Mayor's Court at Madrapatnam

Between William Harrison Complainant and Edward Lane Defendant

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

Henry Gradden of Madras Corpal of Artillery 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 July 1766 sworn at the Office of Mr William Cranmill Attorney for the Complainant by Cancapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith, he has known the Complainant 3 Years and the Defendant 2 Years or thereabouts.

To the fifth Interrogatory this Deponent saith he knows that Lieutenant Thomas Colly deceased was at Manila in or about the twenty Ninth day of October 1764 where he had been from the arrival of our Armament there under Admiral Cornish and that Lieutenant Thomas Colly left Manila the thirteenth day of February 1765 and proceeded to Madras where he arrived the second day of April of the same Year, together with this Deponent deposeth not to this, or to the last Interrogatory

Henry Gradden Corpl of Artillery

Richard Latham Examiner

No 1

No 1. 27 October 1764 Signed Lane on this Chitt sent to Mr Harrison by his Boy Dublin ..... Pagoda 30 ..

No 3

At the same time when settled with Mr Harrison, Major Joseph Winter's Outcry settled a Small Outcry with Mr Harrison made for him Amounting to ..... Pagoda 22 .. 18 ..

Dated 9 November 1764 Also paid of Gold Buttons ..... 5 .. .. ..

27 .. 18 .. ..

No 4

Harrison's Compliments to Mr Lane, and sends him 9 Mr Diaries, one Pagoda four Fanams, and forty Cash, for Mr Lane's commission, on the outcry he made for him, amounting to 22 Pagodas 18 Fanams. ——

Received this Chitt 19th December 1765 ——

Lotts	Number of Articles	P	F	C	bought by whom
1	Black Wood Borough	7	31	40	Mr Harrison
1	Black Wood Bedstead with Tester and Curtains	8	..	..	Captain Horn
6	Black Wood Chairs	11	9	..	Mr Bramley
1	Pair of Glass Shades	5	13	40	Mr Mr Gaskill
1	Old hanging Glass Lanthorn and two Lds	1	22	40	Vellapah Chitty
1	Black Wood Cott	1	1	..	Sagapah pair
1	Old Teak Table	..	35	..	Mr Mr Gaskill
1	Pair Wood Lime Baskets with Cinders	1	2	..	Sagapah Chitty

and Examined deposeth as followeth.

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

5th ..... To the fifth Interrogatory this Deponent saith, he knows that Lieutenant Thomas Colly deceased, was at Manila, in or about the Ninth day of October 1764 how long he had been there, this Deponent cannot Say — that Lieutenant Thomas Colly left Manila the thirteenth day of February 1765 and proceeded to Madras where he arrived, the second day of April of the same Year, together with this Deponent deposeth not, to this, or to the last Interrogatory.

Richard Lathom
Examiner

John Wright

Mayors Court at Madraspatnam

Between William Harrison Complainant and Edward Jane ..... Defendant

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

Henry Graddon of Madras Corpl of Artillery Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 30th day of July 1766 shewn at the Office of Mr William Cranwell Attorney for the Complainant by Cancapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith, he has known the Complainant 5 Years and the Defendant 2 Years or thereabouts.

5th ..... To the fifth Interrogatory this Deponent saith he knows that Lieutenant Thomas Colly deceased was at Manila in or about the twenty Ninth day of October 1764 where he had been from the arrival of our Armament there under Admiral Cornish and that Lieutenant Thomas Colly left Manila the [illegible] day of February 1765 [illegible]

the second day of April of the same Year, together with this Deponent more this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom
Examiner

Henry Graddon
Corpl Artr

No 1

No 1. 27 October 1764 Signed E Jane on this Chitt Sent to Mr Harrison by his Boy Dublin ..... Pagd 30 " "

No 3

At the same time when settled with Mr Harrison, Major Joseph Winter's Outcry Settled a Small Outcry with Mr Harrison made for him Amounting to ..... Pagd 22 " 18 " "

Dated 7 November 1764 Also paid of Gold Buttons ..... 5 " " "

27 " 18 " "

No 4

Harrison's Compliments, to Mr Jane, and sends him pr Bearer, one Pagoda four fanams, and forty Cash, for Mr Jane's commission, on the outcry he made for him, amounting to 22 Pagodas 18 Fanams.

Received this Chitt 19th December 1765.

Lotts	Number of Articles	P	T	C	bought by whom
1	Black Wood Beerough	7	31	40	Mr Harrison
1	Black Wood Bedstead with Taster and Curtains	8	"	"	Captain Horn
6	Black Wood Chairs	11	9	"	Mr Bromley
1	Pair of Glass Shades	5	13	40	Mr McGaskill
1	Old hanging Glass Lanthorn and two Ledds	1	22	40	Vellapah Chitty
1	Black Wood Cott	1	1	"	Tagapah paid
1	Old Teak Table	"	35	"	Mr McGaskill
1	Black Washing Basin with Gindy	1	5	"	Tagapah Chitty

Lott's

		Brought Over					
12	Silver Tea Table Spoons	of 20 ozs Troy				Major Winter	
1	Do	Do					
1	Do	Do Soup Ladle 2 Salt Sellers and 2 Small Silver spoons	26 1/2	27 Oz 12 18	10	08 20	Mrs Young
1	Do	Soup Spoon and 1 Punch Strainer	7	27	07	05 25	Wm Hayes Philly
1	Do	Sauce Pan	10	27	00	14	Captain Shaw
1	Do	Small Dish	26/2 12 7/8		10	15 27	Do
1	Pallankeen with Bed		26/4 13/2		9	20 30	Do
1	Tureen 6 Dishes 1 Dozen Plates 12 Dozen Soup Plates				10	18 —	Captain Shaw Philla
2	Large Soup Dishes 11 Large and small Dishes 2 Butter Cups and 1 Butter Boat 1 Dozen Soup Plates and 1 Dozen Plain Plate				5	9 —	
					4	18 —	Captain Benjamin
1	Cruit Stand and 12 Small Wine Glasses, 1 Pair Glasses and 2 Small Mugs				2	10 —	Mrs Wheelwright
1	Dozen white handle knives and Forks and 1 Glass Cruits				2	12 10	Mr Crawley
1	Pair small Pistolls				2	12 10	Mr Young Gunpowder
1	Old French Musquet				2	— —	Lyapah Philly
2	Old Cases of Instruments				1	12 10	Lyapah Philly
20	Old Books				1	1 —	Wallapah Philly
1	Large Red Coloured Chest				2	12 —	Mr Crawley
1	Black Leathered Trunk				1	— —	Mr Hayes
1	Hand Scantoire				2	4 —	Mellapah
1	Small Book Case						
1	Small Leather Paper Case						
1	Small Cask				—	22 —	Capt Shaw
4	Dozens of Madeira Wine	@ 5 pr 4/8			16	18 —	Lt Col Battelley
4	Do Do	4/8			18	— —	Mr Anderson
4	Do Do	4 12 10			17	18 —	Mr Harrison & Crawley
1	Large Stockings of Cotton	4 18 —			18	— —	
1	Do Do				5	27 —	Ditto
19	Pair Do				4	27 —	Lieut Ellis
1	Feather Bed and Pillow and Bolster				4	27 —	Mr Hayes
X	Suit Sheets				2	22 10	Mr Anderson
10	Canes				2	— —	Mr Hunter
4	China Punch Bowles						

Lott's

	Brought Over			
	Some Trumpery	"	6 —	Lyapah
1	Silk Shawl	8	— —	Dalgroopa
	Harmonica Drop	1	27 —	Lyapah
1	Large Chest	208	6 59	
		10	14 60	
	Received of Mr Edward Jane the full Contents of	Nett Wt	197	25 79
	Major Joseph Winters Outcry Bill as Witness	Tare	108	11 —
	my hand in Fort St George this 7th Day of November 1764			Sum paid

William Harrison

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 23 Day of September Anno Domini 1766.

William Harrison

Edward Jane

Bill with an Account Current annexed Read

Answer with an Account Current annexed Read

Replication with Copies of Eight Account annexed Read

Rejoinder Read

Surrejoinder Read

Rebutter Read

Nine Exhibits on the part of the Complainant Read

Interrogatories on the part of the Defendant Read

Six Depositions taken thereunto Read

Four Exhibits on the part of the Defendant Read

The Court observing that the Replication,

Rejoinder, Surrejoinder and Rebutter are filled with little else but general Reflections and are so far from throwing any Light on the Merits of the Cause, that they only tend to perplex and render the same more obscure, It is therefore Ordered that the above Papers be thrown out, the Attornies thereupon Agree that the same shall be heard on Bill and Answer with the Depositions and Exhibits produced in Support of them &c.

Steve Cobbard T. M. Stone Regr

Mayor's Court Madraspatnam

Tuesday the 23 Day of September Anno Domini 766

Present

Sir Thos Cuthbert Esquire Mayor

Peter Mariette — Thomas Powney

Anthony Sadlier and Francis Fowden

Aldermen

Mayor's Court

Between William Harrison of Madras Inhabitant Complainant and Edward Jane 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 Reading the Complainants Bill with an Account Current annexed The Defendants Answer with an Account Current annexed, Nine Exhibits on the part of the Complainant The Interrogatories and Depositions on the part of the Defendant &c the

Appearing to this Court that the Defendant in his Answer upon Oath ... Declared that he is only indebted to the Complainant in the Sum of Fifty Six Pagodas twenty Six fanams and Seventy Cash, and the Complainant not having produced Evidence in support of any other part of his Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fifty Six Pagodas twenty Six fanams and Seventy Cash / Pagodas 56 26 70 / being what he acknowledges to be due and which he declares he was ready to pay the Complainant upon his being Required so to do, and that the Complainant shall pay all Costs of this Suit

Court of Appeal at Madraspatnam

Thursday the 20 August 1767

Between William Harrison ..... Appellant

Edward Jane ..... Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 23 September Anno Domini 1766 and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both Sides This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Decree of the Honorable the Mayors Court given in this Cause do stand Confirmed and

Rejoinder Surrejoinder and Rebutter are filled with little else but personal Reflections and are so far from throwing any Lights on the Merits of the Cause, that they only tend to perplex and render the same more obscure, It is therefore Ordered that the above Papers be thrown out the Attornies thereupon Agree that the same shall be heard on Bill and Answer with the Depositions and Exhibits produced in Support of them

Thos Corbett

E. H. Stone
Regr

Mayor.s Court at Madraspatnam

Tuesday the 23 Day of September Anno Domini 1766

Present

Stringer Lawrence Esqr. Mayor
Peter Perrault — Thomas Powney
Anthony Sadleir and Francis Fowkes
Aldermen

Mayor's Court

Between William Harrison of Madras Inhabitant Complainant and Edward Jane 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 Reading the Complainants Bill with an Account Current annexed The Defendants Answer with an Account Current annexed, Nine Exhibits on the part of the Complainant The Interrogatories and Depositions on the part of the Defendant on hearing the Pleadings made use of by the Attornies

Appearing to this Court that the Defendant in his Answer upon Oath ..... Declared that he is only indebted to the Complainant in the Sum of Fifty Six Pagodas twenty Six fanams and Seventy Cash, and the Complainant not having produced Evidence in support of any other part of his Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fifty Six Pagodas twenty Six fanams and Seventy Cash / Pagodas 56 26 70 / being what he acknowledges to be due and which he declares he was ready to pay the Complainant upon his being Required so to do, and that the Complainant shall pay all Costs of this Suit

Thos Corbett

Court of Appeals at Madraspatnam

Tuesday the 26 August 1767

Between William Harrison ..... Appellant
Edward Jane ..... Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeals and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 23 September Anno Domini 1766 and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both Sides, This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Decree of the Honorable the Mayors Court given in this Cause do Stand Confirmed and

and that the Appellants Petition be hence Dismissed with Costs in both Courts

Pr Cur
W. M. Goodlad Clerk

Read and filed
29th October 1765

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Alla Moodu Kistnah of Madras Merchant That Quinten de Lamettries of Madras Merchants stand indebted unto Your Orator in the Sum of Two thousand and Sixty Two Pagodas Twenty fanams and Six Cash as appears by the Account Current hereto annexed for the inspection of this Honorable Court which said Sum after the Rate of Eight Shillings for every Pagoda will Amount to Eight hundred and twenty four Pounds Nineteen Shillings and upwards of Sterling money of Great Britain And Whereas your Orator hath frequently and in an amicable Manner Requested payment

But now so it is and may it please this Honble Court the said Quinten De Lamettries obstinately and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator Prays a General Relief such as to this Honorable Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Quinten De Lamettries may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and effectually to all intents and purposes as if the same were here again Repeated and Interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of Two thousand and Sixty two Pagodas Twenty fanams and Six Cash with all such Interest

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 Quinten De Lamettries to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Patnam and the Districts thereof Personally to be and appear before this Honorable Court at a certain Time and place to be by this Honble Court Prefixed and Appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet

Chas. Bromley
Attorney for the Complainant

Dr

Mr Quinton Dr Lamottee's Account

		£ s d	P	F	C
To Amount as Account & Particulars			27	16	12
To Interest on 267.6.12 from December 1st 1758 to October 8th 1765 is 6Y 9M 10D @ 8 ℔ Cent		114.5.27			
To Interest on 120.19.10 from June 10th 1761 to October 8th 1765 is 4Y 3M 28D @ 8 ℔ Cent		41.25.10			
		155.10.37	14	17	10
	Pagodas		42	3	2

Errors Excepted
Chas St George 8th Oct. 1765
£293.5.2

Cr

Current With Illa Moodu Kistnah

			£ s d	P	F	C
1757 January	4	By Cash Received for Wood Sold to the Company	170.0.0			
May	24	By Gold Lace Sold 3/8 @ 1/2 ℔ Oz	7.15.0			
1758 Febry	18	By Ballance Received of Nelly Canta Lawar	196.26.38			
April	22	By 8 Bundles of Beads sold	40.0.0			
June	16	By Cash Received of Mr Lamottee	10.0.0			
	30	By Ballance of Lachemedoss	286.34.14			
September	20	By 20 Bundles of beads @ 5 ℔ Bundle	100.0.0			
November	4	By Cash received of Mr Lamottee 182 @ 2/4	50.0.0			
December	1	By Ghram Sold	384.26.0			
1760 August	16	By Godown rent received from Mr Smith	54.0.0			
			1324.40	1112	26	12
1762 January	21	By Goods Returned & By Interest on 170 from January 4th 1757 to October 8th 1763 is 8Y 9M 4D @ 8 ℔ Cent ℔ Annum	119.5.30			
		By Interest on 5.9.6 from May 24th 1757 to October 8th 1763 is 8Y 4M 14D @ 8 ℔ Cent ℔ Annum	5.9.6			
		By Interest on 196.26.38 from Febry 18th 1758 to Octr 8th 1765 is 7Y 7M 20D @ 8 ℔ Cent ℔ Annum	120.6.2			
		By Interest on 40 from April 22nd 1758 to Octr 8th 1765 is 7Y 5M 16D @ 8 ℔ Cent ℔ Annum	23.31.10			
		By Interest on 10 from June 16th 1758 to October 8th 1765 is 7Y 3M 22D @ 8 ℔ Cent ℔ Annum	5.30.4			
		By Interest on 286.34.14 from June 30th 1758 to October 8th 1765 is 7Y 3M 8D @ 8 ℔ Cent	225.2.12			
		By Interest on 100 from Septr 20th 1758 to October 1765 is 7Y 18D @ 8 ℔ Cent ℔ Annum	56.14.32			
		By Interest on 50 from November 4th 1758 to October 8th 1763 is 6Y 10M 4D @ 8 ℔ Cent ℔ Annum	27.13.30			
		By Interest on 384.26 from December 1765 to October 8th 1765 is 6Y 9M 7D @ 8 ℔ Cent ℔ Annum	208.10.4			
		By Interest on 54 from August 16th 1760 to October 18th 1765 is 5Y 1M 22D @ 8 ℔ Cent ℔ Annum	22.8.—			
		By Interest on 19.24.40 from Jany 21st 1762 to Octr 8th 1765 is 3Y 8M 17D @ 8 ℔ Cent ℔ Annum	4.1.40			
			817.25.6			
			2263.13.6			

Mutto Kistnah's Account of Piece Goods &c. Sold to Mr. Quinton De Lamettrie

			P.	Fs	C	℔	Fs	C
1756 June	4	One Piece of fine Cambays Wd		3	20			
July	4	Pard Gold Smith for Soge for Ammas Wd Nurse		1	—			
		2 g M 10 ℔ of Camrein @ 4 Fs Pagodas ℔ Candy		2	—			
	8	One Piece of Masulapatam Chintz		1	30			
		One Piece of Cambaye		1	20			
		To seven Pieces of Masulapatam Cambaye		10	5			
		To three Pieces of Merchar Gingaham		4	20			
		To two Pieces of Long Cloth		1	—			
		To two Pieces of Wd Gingham		1	24			
		To four Pieces of Dungaree		2	24			
		To three Pieces of Coase Battelia ℔ Muslins		2	1			
		To Eight Pieces of Cambaye 18 Cubits ℔ Corge		7	8			
		To four Piece of Mayne		1				
		To a Piece of Cloth for Ammas Wd Nurse		4	25			
	27	To One Piece of Painted Gingham		1	20			
		To One Piece of Muslin		2	10			
		To Ten Piece of Coarse Gingham @ 12 P ℔ Corge		6	20			
		To One Piece of Wd Cambay		1	20			
August	1	To two Pieces of Long Cloth		7	—			
September	17	To One Piece of Merchar Wd Gingham		2	20			
		To One Piece of Long Cloth		2	30			
October	1	To Two Cambays		3	—			
	4	To four Pieces Wd Cloth for Ammas		4	3			
	18	To Two Do Wd Cloth		3	—			
		To One Piece of Bengall Muslin		1	10			
November	4	To Seven Turbats for Palamcum bays		2	26	60		
	14	To four Pieces and a half of White Coss Cloth		2	23	40		
		To three Pieces of Wd Woman Cloth		2	12	60		
		To One Piece of blue Striped Do		1	10			
		To two Pieces of Long Cloth		4	—			
		To One Surap		3	—	—		

				P.	Fs	C	℔	Fs	C
			Brought Over Page						
1756 November	14	To One Piece of Red Ground Chintz		2	20	—			
		To One Piece of Flowered Do		1	30	—			
		To a Cooley Painting (Narrain)		1	20	—	36	5	60
			Pagodas				114	22	60
1755 October	21	To Boat hire Sending a Saddle on board a Ship				6			
		To Pondicherry Peon Batty				2			
	10	To a Bricklayer Working in the House				20			
	16	To horse Gram				2			20
December	3	To Mr W De Laws Peon Batty				2			
		To Mason				8	—		
		To One Bold of Europe Canvas				16		8	18
		To Painting Gruen a Candlestick				30			
1756 January	5	To Making a Coat for Roundle boy		1	10	—		2	—
	24	To a Piece of Cambaye Mamelon				4			
February	7	To Horse Gram				8	—		
	18	To 2 Horse Sent to Vizagapatam				4			
	19	To Gram		2	10	—			
		To a Piece of Handkerchiefs White				3	—		
	25	To Gram				18			
		To Six Sacks of Cards				4			
	26	To Gram				15	—	11	18
		To a Peon to Pondicherry				3	—		
March	1	To Gram				40	—		
	11	To Cash paid Butler Winchilla				2	—		
		To Do paid Mr Lamettrie				6			
	21	To Packing a Bale Wax Cloth Gunneys				11	20		
	26	To Horse Gram 85 Mans all 54 ℔ Garce				10	13	20	
		To Do 83 Do 50 ℔ Do				1	12	—	
		To Cooley hire				1	—	—	
April	2	To Paid a horse shoper				1	—		
	3	To a Pondicherry Peon				17	40		
	9	To 4 Gunneys				2	60		
		To Twine and Cooley hire				6	—		
1756 April	9	To House Rent							
			Carried Over Page						

			£ S d	£ S d	
		Brought Over & Cy		1 2 8 6	
		To Horse Physick	" 4 "		
	11	To a Pegue Horse	15 " "		
	16	To Horse Water	" 3 "		
		To Boat hire and Cooley	" 21 "		
		To a Sram Sinn	" 31 "	18 6 20	
May	10	To Vermillion to paint Chairs	1 3 "		
		To 7 Gallons of Linseed Oil	3 10 "		
		To a Basket	" 2 "		
		To Painting a Chair	2 " "	8 15 "	
June	12	To Painter for Painting the Chairs	1 " "		
July	12	To 4 Piece of Std hand Ky 8 ff Piece @ 6 ff Piece	24 " "		
		To a Cover for Chairs of Dungaree	1 12 "		
		To a Horse Rope	" 21 "		
	20	To Gunny Wove Cloth for Packing a Small Bale	" 5 "	25 28 "	
September	8	To Plastering of Windows	2 " "		
		To Bricklayers Cooley & Ky Working in the house	1 22 60		
		To 3 Gunny Bags & Cooley hire 2	" 11 "	3 33 60	
October	20	To 4 Bricklayers and 4 Boys	" 13 "		
		To 3 Ky 4 of wood Oil	2 21 "		
		To Pondicherry Cooley hire	" 21 "		
		To Gram	" 2 "		
	21	To Horse Gram 100 Marhat @ 52 ff Garce	12 10 "		
		To Cooley hire for Do	" 8 50	16 26 50	
November	5	To 28 Piece of Chintz @ 8 3 ff Patch	75 15 "		
		To 6 Piece of Nechcloths	5 20 "		
		To 18 Cowls One piece of Chintz	7 " "		
		To One Chintz	6 " "		
	14	To Package for above Piece Goods	1 6 "		
	15	To 4 Bricklayers and 4 Boys	" 12 "		
	16	To 1 Do and 1 Do	" 3 "		
	20	To 3 do and 5 Do	" 3 20		
		To 12 Piece of Gunny	" 9 60		
		To twine and 2 Ky of Rope and Cooley hire	1 2 72		
			" 14 "	17 8 72	
		Pagodas		2 38 2 61	

Account of Piece Goods

			Cyp. Fan. Cas	Cyp. Fan. Cas
1756 January	20	To 2 Corge 15 Piece of Green Chintz @ 46 ff Cor	172 20 "	
		To 2 Corge of Pittycoats @ 40 ff Corge	80 " "	
		To 1 Corge 7 Piece of Coloured Chintz @ 42 ff Cor	58 2 "	
		To 6 Corge Do @ 40 ff Do	240 " "	
		To 6 Piece of Chintz fine @ 60 ff Corge	18 " "	
		To 1 Corge and Piece and 2 of Green Handk^rs @ 77 1/2 ff Cor	113 12 60	
		To 18 Piece of Sewanah Chitty fine Chintz @ 80 ff Cor	72 " "	
		To Baling Charges	6 11 45	
		Pagodas	760 7 25	
February	1	To Sewanah Chitty 6 Corge Maurice 28 ff Corge	168 " "	
		To 4 Corge Do @ 27 1/2 Do	110 " "	
		To 6 Corge Do @ 25 Do	150 " "	
		To 6 Do	10 12 40	438 12 40
		To Baling Charges and Batty		
	9	To 4 Cor 19 Pagodas of Chintz @ 53 " 13 40 ff Cor	264 " "	
		To 10 Piece 18 Cowl Chintz @ 9 ff Piece	90 " "	
		To 4 Do Do @ Ground & Do	20 " "	
		To Baling Charges	4 21 40	
		To Cash paid Mess^r Sinclair from Mustaphanar	400 " "	
		To Chowltry Custom paid for 6 1/2 Cor handk^rs Val 325	17 23 "	
		To 12 Palampore Custom paid	1 39 "	
		Pagodas	1996 33 25	
1756		" Amount of Piece Goods as Account Particulars	114 22 60	
1756		" Amount of Sundry Expences as Account Do	258 21 60	
1756		" Amount of Piece Goods as Account ff^r Opposite Side	1996 33 25	2269 37 65
1755 Oct^r	7	By Cash Received	83 2 10	
1756 March	6	By Cash Received 500 Dollars @ 16 3/8 ff 100 Pagodas	300 31 40	
	26	By Cash Received	1000 " "	
June	11	By Do	500 " "	
October	19	Do	200 " "	
		Pagodas	2083 33 50	
		Mr D. La Motte Dues 2269 37 65		
		By Cash Received of Mr Law 2083 33 50		
		Ballance Pagodas		286 4 15

Brought Over

Date		Particulars	Pieces	Rs.	Ps.	Cs.
1757 January	1st	To One piece of Fort Saint Davids Gingham	2			
		To 5 Pieces of Palanken Gingham @ 13 ℔ Corge	3	10		
	4	To 2 Pieces of Cambays	3			
	17	To 1 Piece of Black Chintz	2	7		
					10	17
February	1st	To Cooley hire Carrying Palmeras to Marclon	1	5		
		To Do Do Doors and Windows		30		
		To Boat hire for Carry.g 1 P. Meideira and 14 C. Beed to Pondic.r	1	11		
		To Charges for Do Stopping Bungs &c.a		13	40	
		To a Peons Charge for Going Guard in Boat	1	4		
		To Boat hire Carry.g Cash on board Chilinges		36		
		To Bamboo Cooleys Carrying Do	2	4		
					8	15 40
1757 March	1st	To Gram for a horse		4		
	2	To 7 Marcall Do	1	1		
	10	To 16 Do	2	10	60	
		To Cooley hire		1	40	
	30	To Gram		10		
					3	27 20
April	1st	To 77 Marcall of Gram @ 7 Markall ℔ Pag.a	11			
		To Cooley hire on Do		8		
		To 14 Grass Corks	14			
		To Baskets and Cooley hire to Pondecherry		21		
	4	To 7 Grass Corks and Cooley hire to Do	7	21		
		To Mending Xpieces of Palankeen		5		
		To 4 Palampores @ 3 P		12		
		To Bale Charges	7			
					45	22
May	20	To Wood Oil		12		
		To Mending a Palankeen		3		
		To Palmeiras for a Pingiree		5		
		To Rings for Do		6		
		To Carpenters Cleaning a Palankeen		15		
		To Muchy Painting a Do		7		
		To Governors horse keeper	1	20		
	26	To Cash paid Barbada the Taylor	2			
1757	26	To a Taylor for making a boys Coat &c.a		11		

Cr.d

Brought Over

Date		Particulars	Pieces	Rs.	Ps.	Cs.
		To 4 Pieces of black buzar Cloth	3	6		
		To 3½ Pieces Vale Cloth	5			
		To 2½ Do 3 Cavits long Buzar white Cloth	2	25		
		To 2 Pieces 18 Cavits	2			
		To 1 Piece of Muslin	1	10		
		To Black lining for a hat		10		
		To Dying Cloth Buzar	3	4		
					14	9
June	10th	To Mending Stockings		9		
		To Debash Vamah	2			
		To Samee	2			
		To Winkittee	2			
		To 2 Pair of Buttons		8		
	12	To 2 Pieces of Cambays	1			
	17	To Gunney &c.a		7		
		To 39 Palmeiras @ 7 ℔ Pag.a	5	25		
	22d	To Cooley hire to Pondicherry	1			
		To 11 Marcall of Horse Gram	2			
		To 370 Vepas Small @ 1 3/4 ℔ 100	6	19		
	25	To 2 Viss of Cotton		22		
	30	To Shoes for a Horse		6		
		To 2 ℔ of Nails		4	40	
		To Cleaning a Godown		4		
					23	24 40
July	2	To 2 Palmeiras	2			
		To Gram		10		
	3d	To 46 Measures of Gram and Cooley hire	1		50	
	10	To 2 Peons carrying Letters to Masulipatnam	4	2		
		To 2 Planks for Gardenhouse	1	21	40	
		To Painting a Pair of Curtins		30		
		To Gengerly Oil		3		
	20	To three Looking Glasses 3 P 1 Pr. Senckles 30 Y	3	30		
		To 1 Peon Carrying a Letter to Pulicat		7		
		To Washing a Piece of Muslin		5		
		To Farrier for Shoes		6		

Carried Over

		Pag°	Ser	Lin	Pag°	Ser	Lin	Pag°	Ser	Lin
	Brought Over									
22	To Sealing Wax			" 1 40						
	To Cooley hire for a basket of Beer			" 6 "						
	To Cooley hire for a Horse			" 4 "						
26	To Gram for a Horse			" 25 "						
	To Hoops for a Bamboo			10 32 "						
	To 12 pcs of Cambay @ 18 ℔ Charge			7 20 "						
	To 5 Do of Do Pullicat @ 30 Do			2 28 "						
	To 4 Piece of Muslin			2 20 "						
	To 2 Pieces of Chintz			1 19 "						
28	To 2 Peons to Pondicherry			1 " "						
	To Company Peons paid			" 6 "						
30	To 2 Piece of Black Sealing Wax			" 2 "						
	To Gram			" 8 "						
	To a Peon to Pulicat			32 12 10						
2	To Gram			" 2 "						
	To Wood			" 2 "						
	To Bale and Chest Charge for Package to Bengall			" 23 20						
4	To 2 Dubash for a Black Jurbet			" 39 "						
	To Palankeen boys batty			" 2 10						
7	To Cooley hire for Carrying things to Marmelon			2 29 20						
	To Do for a Piece of Long Cloth			" 20 "						
	To 12 Bachelle			" 2 "						
	To Mending a Side Lanthorn			" 12 "						
	To a Peon to Pulicatt			1 20 "						
	To Cooley hire Carrying Red Colour to Mann			" 8 "						
	To 2 ℔ of Nails			" 3 "						
	To Do			" 5 "						
	To Cooley hire bringing Long Cloth			" 10 "						
14	To a french Writer			" 2 "						
	To Insurance paid for 1000 @ 2½ ℔ Cent			7 " "						
	To Palankeen Cooley			25 " "						
	To Cooley hire to Pondicherry			" 8 "						
	To Cooley hire to Pulicat			" 20 "						
	Carried Over			" 7 "						

		Pag°	Ser	Lin	Pag°	Ser	Lin	Pag°	Ser	Lin
	Brought Over									
1757										
August	19 To 40 Dammer			" 20 "						
	To 3 Pieces of Sealing Wax			" 5 "						
	To a Cooley Sent to Pulicat to Stay if Buss Reg			" 14 "						
	To Wax Cloth to Cover Baskets to Pulicat &c			" 25 "						
	To 6 Palankeen bags			1 32 "						
	23 To Outcanjes			" 18 "						
	To paid Mr Lamattries Palankeen Boys 14			7 " "						
	To 11 Days batty			3 34 "						
	To 5 Maund and 4 ℔ of Nails @ 1 ℔ Maund			5 " 16 "						
	28 To Cash paid Diamond Merchant to Winkettee			10 " "						
	29 To 2 ℔ 17 Palam of Nails			" 14 "				96	35	"
September	4 To 18 Measures of Gram			" 20 "						
	5 To Cash paid Dobash Winkettee			50 " "						
	To Cash for Marmelong Charge			50 " "						
	To Mending Mending Sail &c			" 5 "						
	To Paid a Bill to Mr Van Sittart			2 6 "						
	15 To Charges at Marmelong			" 20 "						
	18 To 12 Pc of handkt Do of Lemaine			32 13 10						
	To 3 Piece of Painted handkt			9 " "						
	To 3 Pieces of Blue Stripped handkt			8 10 "						
	To 13 half Piece of Long Cloth			25 30 "						
	To a Washerman			" 26 "						
	19 To a Peon Carrying a Letter to Pondicherry			" 20 "						
	To Mending a Chair harness			4 26 "						
	To 6 Calampores			16 20 "						
	To 200 Empty Bottles and Washing Do			5 " 3 "						
	23 To 154 Bottles of Cyder 154 Pcs } 2924 @ 364			80 9 "						
	To 166 Do of Beer 1384 }									
	To a Bottle of Mustard			" 31 "						
	To 2 Pickle Cases			6 " "						
	To 3 ℔ of Nails			" 14 40						
	25 To a Cooley to Pondicherry			" 20 "						
	To Mending Chair and Sheeing horses			" 10 "						
	To a Cooleys Batty			" 8 "						
	To paid Mr Lamottrie			1 " "				293	14	50
	Carried Over									

			Pag.	Fa.	Ca.
		Brought Over			
1757 October	1st	To 9 Pieces of Chintz @ 31 P Cor	13	"	"
		To Paid a Black Doctor	"	10	"
		To paper and Nails	"	3	40
	2d	To 250 Empty Bottles @ 2½ Pagodas	6	10	"
		To Washing Ditto	"	3	60
	3d	To Cooley hire to Pondicherry	"	20	"
		To 33 Dozen of Sweetwine of Captain Hardly	66	"	"
		To Washing a Piece of Muslin	"	5	"
		To a Black Doctor and Paper	"	11	40
		To Gunney Wax Cloth	"	6	40
		To a Carpenter	"	10	"
	4th	To Nails	"	1	"
		To Cooley hire to Pondicherry	"	20	"
	15	To 2 Pieces of Maurice	3	"	"
		To 1 Piece of Gingham	1	20	"
		To a Carpenter	"	5	"
		To Cooley hire for Pipe Meideira	"	12	"
	20	To Do to Pulicat	"	10	"
		To a Dutch Peon	"	12	"
	22	To a Black Doctor	4	"	"
	23	To 18 Palankeen Boys	4	36	"
		To 4 Cooleys to Carry Victuals	1	"	"
	24	To 1 Corge 17 Pair of Womens Stocks @ 12 P Cor	22	8	"
		To 3 Corge for Child	12	20	"
		To 19 Pair of Gloves @ 11½	10	37	"
		To 14 Do @ 9½	6	34	"
		To 2 Pieces of Cambays	2	32	"
		To 1 Piece of Black Do	"	20	"
		To Tape for a Sadle	"	19	"
		To a Turbet and white Cloth	2	4	"
		To Cooley hire to Pullicat	"	8	"
		To Do to Pondicherry	"	20	"
	25th	To a Black Doctor	"	10	"
	25	To Cooley hire to Pulicat	"	8	"

			P	T	C	P	T	C
		Brought Over						
1757 October	25th	To Black Sealing Wax	"	4	"			
		To Cooley hire to Pondicherry	"	20	"			
	30	To Ditto	"	20	"	8	5	"
November	1	To Cooley hire to Pulicat	"	8	"			
		To Do for Carrying a Cask of Beer	"	6	"			
	10	To Do for Carrying a Letter to Sadrass	"	20	"			
		To Salt Fish	"	7	"			
		To Mending a Chest	"	2	"			
	14	To 1 Piece of Blue Chintz	1	"	"			
		To 2 Pieces of Bengall Cloth	6	20	"			
		To 2 Pieces of Do	3	10	"			
		To 6 Pieces of Masulipatnam Chintz	5	16	"			
		To 3 Petticoats Do @ 18 P Cor	2	28	"			
		To 2 Pieces of Painted Gingham	2	10	"			
		To 3 Patches of fine Chintz	33	"	"			
		To 10 Pair of Stockings	2	"	"			
		To 3 Pieces of Coarse Ginghams	1	27	40			
		To 1 Piece of Handkr	1	"	"			
		To 1 Bundle of Quills	"	6	60			
		To Paper	"	2	40			
	15	To Sealing Wax	"	6	"			
	16	To Chinam and Cocoanut	"	5	40			
	18	To paid Aya Nurse	1	"	"			
		To Salt fish	1	"	"			
		To 3 Baskitts	"	3	"			
		To Curry Stuff	1	"	"			
		To Palankeen Boys Batty	"	3	"			
		To thread	"	4	"			
	19	To Cooley hire to Pullicat	"	8	"			
		To Nails	"	3	"			
		To Cattemeran charges	1	3	"			
		To Boat hire	1	21	"			
		To thread	"	2	"			
		To 4½ Marcal of Rice	1	21	40			
		To Gunney for Jar Sca	"	9	"			
		To 2½ Piece of Wax Cloth	1	22	40			

Carried Over

		Brought Over						
1757 November	18	To Charge for Packing a Bale &c			1	11		
	21	To a Baker				2		
		To Sealing Wax				3		
		To Chow Batty				6		
	26	To a Piece of Timber			13	20		
		To a Lascar				4		
		To White Paper				3		
	28	To Cooley hire to bring Timber to house				8		
		To Shoeing a Horse				6		
	29	To Cooley hire carrying Timber to Mammelon			1	8		
		To Carpenter				2	40	
		To Ditto				1		
		To 1 Quire of China Paper				8		
December	2	To Mammelon Coolys				7½		
		To Packing Charges for a Piece of B Velvet				25		
		To 36 Yards of Velvet			99			
		To Cooley hire for Do to Pondicherry				20		
		To 3 Coats of white Cloth				3	60	
		To Mr Reave for a Pipe of Rhenish Wine			93	18		
		To Smith bathy to Mammelon				7½		
		To Making Iron bars to Cellar 8				2	6	
		To Cooley hire to Mammelon Pipes				21		
	4	To Do hire to Carry Pipes to Do				2		
	15	To Mammelon Charges				50		
		To 3 Pieces of Manchow			2	25		
		To a Trunk				1		
		To Cooley hire to Mammelon				1	40	
		To 2600 fire wood			3			
		To 21¼ Marcal of Rice			10	6		
		To 8 Gunney bags				24		
		To Twine				4		
		To Chow Batty and Cooley hire				28	40	
	17	To Timbers for Mammelon & Cooley hire 26			13	06		
		To Rattanning Chairs				2		
	22	To Sheet Chunnam				12		
	26	To Bricklayer, Cooley and Woman				4	60	
		Carried Over						

		Brought Over						
1757 December	26	To Jaggery				3	40	
		To Nails				1		
	27	To Bricklayer and a Woman				4	40	
		To Send for Chunnam				6		
	28	To 2 Womans Hats			1	3	40	
		To 1 Bundle Twine				6	60	
		To Bricklayer and Woman and Boy				4	60	
		To Pots and Pans				1		
		To Eggs Ghee &c				9	60	
	29	To Bricklayers Charge				4	60	
	30	To Ditto Do				4	60	
		To 11 half Pieces of Long Cloth @ 26/6 p Cor			14	30		
	31	To Bricklayers charge				4	60	
1758 January	1	To Cooley hire to Trivatore				3		
		To Chunnam				12		
		To 12 Yds Green Camblet			6	12		
		To Large Stockings				18		
		To 1 Do				16		
		To 1 Gold laced Hatt				6		
		To 3 Coats of white Cloth and Blue Cloth 3				12		
		To 2 Mats			1	20		
		To Cooley hire for a French Man to Tulicat				2		
	4	To Bricklayers Charge				4	60	
	5	To Do				4	60	
		To 6 Ps of Shalloo				36		
	6	To 1 Corge of Stockings to Pondicherry			17	20		
		To a Laced Hatt				4	10	
		To 16 Yards of Blew Camblet			8	16		
		To Blue Cloth White Cloth and a Matt				12	40	
		To paid Phillipus for Dorias Account			89	4	20	
	7	To Bricklayers				4	60	
	8	To Do				7		
		To Jaggery				4		
		To Horse Rope				8		
		To Thread				1	20	
		To a Boar Baker				1		
		To Bricklayers Charge				4	60	
							70	20

1758		Brought Over	P	F	C	P	F	C
January	10	To Bricklayers Charge	"	4	60			
	11	To Do	"	4	60			
	12	To Do	"	4	60			
	13	To Do	"	4	60			
		To Sealing Wax	"	4	60			
		To Ink Powder	"	6	"			
		To Jagery 1/2 Viss	"	4	"			
	19	To Bricklayers Charge	"	5	20			
		To Insuring 600 Pagodas	"	4	60			
		To 1/2 Viss Jaggery 2 F 60 C and Ghee 4 F 20 C	12	"	"			
		To Repairing Cook Room Clay	"	7	"			
	20	To Bricklayers Charge	"	6	"	134	35	70
	21	To Do	"	4	60			
	22	To 2 Peons hire to Sadrass	"	4	60			
		To One Cooley's Batty at Do 9 Days	"	29	"			
		To Bricklayers Charge	"	18	"			
	23	To Do	"	4	60			
		To 1 Quire of Paper	"	23	"			
	24	To 9 1/2 Yards of Camblett blue	"	10	"			
		To a Cooley hire to Sadrass	5	"	40			
		To Do Batty	"	12	"			
	28	To Jaggery	"	8	"			
		To Cooley hire to Mount	"	2	"			
		To 200 Marcal Paddy @ 13 ℔ Marcal 1 P.	"	8	"			
		To Cooley hire	15	16	45			
		To Chinambo	"	15	"			
February	3	To Cooley hire to Pondecherry	"	5	"			
		To Bricklayers for two Days	"	20	"			
		To paid Peixoto for Cordial	"	9	40			
		To 6 Doz of Sweet Oil to Masulp @ 7 ℔ Do	1	"	"			
	12	To 2 Peons to Pondicherry	42	"	"			
		To 3 Pieces of Dungaree	1	14	20			
		To 2 Pieces of Cloth for Ama	1	38	"			
		To Peons Batty to Tringuinbar	3	2	40			
	13	To 2 Pair of Black Silk Stocks	"	4	"			
		To Chaunking 5 Co of Chintz	4	20	"			
		To Do to Palampoors	5	"	"			
			1	"	"			
		Carried Over						

1758		Brought Over	P	F	C	P	F	C
February	13	To Washing 40 Pieces of Long Cloth @ 6 F 40	6	2	"			
	16	To Mending Candle Stick	"	10	"			
	17	To Cooley hire to Pondecherry	"	20	"			
		To Charges to Sukrummence	"	12	"			
		To Cooley hire and Peons	"	12	"			
		To Bale Charge	"	8	"			
		To paid Mr Lewin Smiths Bill	229	26	60			
March	2	To 4 Cooleys bringing Silver from Pondicherry	"	24	"			
		To Sunkrummence Charges to Covelong	"	12	"			
		To a Beggar Woman	"	1	"			
		To a Bamboo	"	4	"			
		To Twine	"	1	40			
		To Rope	"	7	40			
		To Cooleys	"	4	"			
	23	To a Bundle of Quills	"	6	60			
		To 1 Bottle of Ink	"	2	"			
	26	To 2 Cooleys from Policatt	"	14	"			
	30	To 2 Ds of Nails	"	7	"			
April	2	To a Rope for Windows	"	16	"			
	3	To Gunney to Mend farander	"	6	"			
		To Nails for Windows	"	7	"			
		To Twine	"	2	"			
	4	To Candles	"	5	40			
	5	To 3 Carpenters	"	7	40			
	12	To Cooley hire to Pullicat	"	4	"			
		To Mount Cooley Man	"	1	"			
		To Wax Candles	"	5	40			
	20	To 4 Carpenters	"	10	"			
		To Iron for Windows	1	"	"			
	22	To Mending a China Table	"	12	"			
		To 1 Maund Jaggry	"	20	"			
		To Gram	"	4	"			
		To Cooley hire for Carring Paddy	"	30	"			
		To paid Mr Smiths Bill 124 @ 380	32	7	60			
		To paid a french Doctor 100 @ 380	26	13	65			
		To 200 Marcall Paddy @ 14 ℔ 1 Pagodas	14	12	40			
		To 2 Cooleys	"	6	"			
		To Carrying Letter to Pullicat	"	8	"			

			Pag.	Fr.	C.	Pag.	Fr.	C.
1758		Brought Over						
April	22	To Pondicherry Cooley	"	20	"			
		To a Taylor	"	22	40			
May	1	To a Man for Carrying a Letter to Goa	12	"	"			
	3	To Butler winkittee	27	"	"			
		To Cooley hire to Sadrass	"	15	"			
		To Do to Pullicat	"	10	"			
	14	To a Gram Bag	"	1	"			
		To horse Physick	"	3	"			
	27	To paid Mr Lamettrie house Expences	100	"	"			
		To paid Owanjans Bill	15	"	"			
		To Do Coja Catchicks Do	15	"	"			
June	12	To 1 Piece of Maurice				247	12	"
		To Cooley hire to Pullicat and Matt	1	17	"			
		To Cooley hire making a Bale	"	9	40			
		To Twine	"	4	"			
		To 2 Dollys Boys 10 People	"	2	"			
		To 30 Cooleys to Carry Goods to Pullicat	3	31	"			
		To Batty to Palankeen Boys	7	29	"			
		To 20 Dammers	"	6	"			
		To Mending Earrings	"	10	"			
	24	To Cooley hire to Pullicate	"	2	"			
July	2	To White Paper and Sealing Wax	"	8	"	13	38	40
		To Physick for Bullock	"	6	"			
		To Gingerly Oil for harness	"	2	"			
	15	To 10 Dammers Sent to Pullicat	"	7	"			
	27	To 4 Pr Tarpaulin	"	5	"			
November	1	To Rope	28	16	52	"	25	60
	18	To 2 Pieces of Maurice	"	4	"			
		To 2 Do	5	"	"			
		To 1 Piece Long Cloth	2	34	40			
	22	To Taylor	3	32	20			
		To 3 Pieces of Cambays 27½ ℔ Car	2	"	"			
		To 2 Pieces of Cambays	4	5	20			
		To 10½ Do of Do Black @ 18 ℔ Carge	6	"	"			
		To 1 Piece of Long Cloth	9	19	40			
		To 2 Pieces of Gingham	3	32	20			
			2	21	40			
		Carried Over						

			P	Fr.	C.	P	Fr.	C.
1758		Brought Over						
November	22	To 1 Piece of Chintz	1	32	20			
		To 4 Piece of Coarse Muslin @ 27 ℔ Piece	2	22	"			
		To 2 Pieces of Maurice	2	21	40			
		To 4 Pieces of Gingham	2	24	"			
		To 1 Do	"	26	"			
May	3	To 7 Viss 4 Palam of Nails @ 9 ℔ 1 Pag	"	37	40			
		To 20 Viss 33½ Do of Vepa Nails @ 8 Do	2	5	"			
		To 5 Locks	"	25	"			
		Monsr Laws Account						
1757 August	20	To Cooley hire to Pondicherry	1	"	"			
		To 2 Peons Batty	"	6	"			
		To paid Mr Lamettrie Mr Laws	25	"	"			
		To Cooley to Pullicat	"	6	"			
		To Wax Cloth for Palankeen 2 Pr	1	10	"			
		To Mr Laws Servants Luis	3	"	"			
		To Physick bought by Maripah	11	11	60			
		To Matt for Chairs and Couch	"	26	70			
		To Mending 2 Chests, Gunney Matt &c	"	12	40			
		To Wax Cloth	"	19	"			
		To Twine	"	"	55			
		To Cooley hire for 2 Chests Couch Chairs	"	9	"			
		To Cooley hire to Carry Goods to Pondicherry	7	20	"			
		To Do Batty for 4 Days 15 Cooleys	1	20	"			
		To 30 Palankeen Boys to Do	15	"	"			
		To 11 Days Batty	8	10	"			
		To Peons Batty	"	12	"			
	10	To 25 Chests Empty	12	24	"			
		To 4 Do of Nails	"	16	"			
		To Carpenters 4 Days	"	12	"			
		To Cooley hire Carrying Chests to Marmlon	5	4	40	50	38	40
June	18	Macow Ship Charges for Elephants teeth	"	21	40			
		To Charges for Packing 2 Bales of Long Cloth Sent on Macow Ship	4	1	"			
		To Charges of Silver Chest Sent to Bengall	1	31	"			
		To Do for a Bale of Silk Do	1	7	20			
June	20	To Do for a Coral Chest Sent to China	1	15	30			
		To Do for a Bale of Carpets Sent to Sold	1	14	60			
	22	To Do for a trunk Sent to Sadrass	1	18	10			

October	4	To Do for Chest of Silk bought of Shaumeer	Brought Over					
1757 November	2	To Do for a Bale of Shauls sent Pulicat						
		To 14 Chests rapeing 22 Viss @ 2½ fp V						
		To Cooley hire Do						
		To Charges for 2 Chests of Salts						
		To Package for Ham						
		To Package for Cheese						
		To Do for Cocks						
		To Cooley hire to Marmaloo & Sons						
		To Gunny Cooley hire, Rope and Twine						
		To 2 Boats hire						
		To Cooley hire for bringing Arrack Chest						
		To Cooley hire for 14 Chests						
	12	To Charges for Packing 20 Bales of Doreas Sent to Pondicherry						
1758 February	5	To Charges for 11 Chests Sent to Masulipatnam						
		One Chest						
		Nails Carpenters						
		8 Carpenters						
		3 Bundles of Straw						
		22½ Viss of Cotton						
		Paid Gabriel White Carpenter						
		Cooley hire to Sealgate						
		3 Boats						
		1 Do						
		Prem Batty						
		Mending a Cask						
	22	One Salmpan to Pulicat						
	20	To Charges for 3 Chests Sent to Masulipatnam						
		To Chilenga hire						
		To 20 Corge 4 Cs of Cloth dying Blue						
		To Mending Do						
		To Chealthy Custom						
		To Bleaching Cooleys						
		To Packing Charges for Do						
		To 3 Cs of China Ware @ 36 fp fb						
		To 45 China Flowers						
		To 30 Piece of Wt Gin k						
		To 8 Bundles of White Paper						
		To 100 Piece of Silvered Paper						
		To 200 Do Gold Do						
			Carried Over					

1758 February	20	To 5 Round Candles @ 5 fp M	Brought Over							
1757 June	20	To Painting 4 Palampores	7 long	10 broad	@ 5½	Piece				
		To 5 Do	6 Deg	Do	@ 4¾	Do				
		To 6 Do	6 Do	8 Do	@ 4	Do				
		To 4 Do	5 Do	7 Do	@ 3½	Do				
		To 20 Do	4 Do	6 Do	@ 2½	Do				
		To 1 Do	5 Do	7 Do	Painted 2 Sides					
		To 3 Do		Do	@ 4	Ditto				
		To 12 Pcs Handk[f] 72 ℔ both Sides			@ 25 fp C	Do				
1760 August	10	To 2 Peices of Long Cloth					2676			
		To 1 Do								
		To 1 Piece of Maurice								
		To 12 Piece of Gingham								
		To 2 Piece of W[t] & Coloured Cambays								
		To 5 Piece of Ulcour Cambay				&	27½			
		To 10 Piece of Blue Cambays	@ 18							
		To 3 Piece of Marchar Gingham								
		To 2 Piece of Fine Muslin								
		To 3 Do of Coarse Do								
		To 1 Piece of blue Gingham								
		To 2 Do W[t] Do								
		To 4 Do Coarse Do								
		To 1 Piece of Long Cloth								
		To Cooley hire a Pulicat								
		To 2 Piece of Long Cloth								
		To a Cooley to Pulicat								
September	8	To 3 Piece of Gingham								
		To One Chint Chiddaway Stockings								
October	20	To One Measure Sago								
November	5	To two Piece of Dungaree								
		To 2 Piece of Chintz								
		To 1 Piece of Do 18 Covits								
December	20	To 1 Viss of Candles								
		To 3 packs of Cards								
1761 June	10	To half a Piece of Long Cloth								
		To Do of Muslin								
		To 2 Sarasses								
		To 2 Do								
		To 2 Cambays								
		To 2 Cords for Palanquin								
		To 2 Piece of Muslin								

Dr. Mr. Quinton De Lamettrie his Account Current Cr.

	Pag.	Fa.	Ca.	Pag.	Fa.	Ca.
To Expences as Account ℔ Particulars				2796	19	12
				2796	19	12
To Interest on 2676 " " 42 from December 1st 1758 to October 8th 1765 is 6 Year 9 M 18 D @ 8 ℔ Cent	1455	27	"			
To Interest on 120 19 70 from June 10 1761 to October 8th 1765 is 4 Y 3 M 28 D @ 8 ℔ Cent	41	25	70			
				1497	16	70
Pagodas				4293	36	2

			Pag.	Fa.	Ca.	Pag.	Fa.	Ca.
1757 January	4th	By Cash Received for wood Sold to Company	170	"	"			
May	24	By Lace Sold 5 Oz 7/8 @ 1/2 ℔ Oz	7	35	"			
1758 February	18th	By Ballance Received of Nelly Canta Tarcar	196	26	38			
April	22	By 8 Bundles of Beads Sold	40	"	"			
June	16	By Received of Mr. Lamettrie	10	"	"			
	30	By Ballance Received of Lachemedoss	386	34	14			
September	20	By 20 Bundles of beads @ 5 ℔ Pr. Bundle	100	"	"			
November	4	By Cash recived of Mr. Lamettrie 182 @ 364	50	"	"			
December	1	By Gram Sold	384	26	"			
1760 August	16	By Godwon Rent Received from Mr. Smith	54	"	"			
1762 January	21	By Goods Returned	13	24	40	1413	26	12
		By Interest on 170 from January 4 1757 to October 8th 1765 is 8 Y 9 M 4 D @ 8 ℔ Cent ℔ Annum	119	5	30			
		By Interest on 7 35 from May 24 1757 to October 8 1765 is 8 Y 4 M 14 D @ 8 ℔ Cent	5	9	64			
		By Interest on 196 26 38 from February 18 1758 to October 8 1765 is 7 Y 7 M 20 D @ 8 ℔ Cent	120	6	24			
		By Interest on 40 from April 22 1758 to October 8 1765 is 7 Y 5 M 16 D @ 8 ℔ Cent	23	31	40			
		By Interest on 386 34 14 from June 30 1758 to October 8th 1765 is 7 Y 3 M 8 D @ 8 ℔ Cent	225	2	12			
		By Interest on 100 from September 20th to October 8th 1765 is 7 0 18 @ 8 ℔ Cent	56	14	32			
		By Interest on 50 from November 4 1758 to Octr. 8 1765 is 6 10 4 @ 8 ℔ Cent	27	13	50			
		By Interest on 384 26 from December 1 1758 to Octr. 8 1765 is 6 Y 9 M 7 D @ 8 ℔ Cent	208	10	48			
		By Interest on 54 0 from August 16 1760 to October 1765 is 5 Y 1 M 22 D @ 8 ℔ Cent	22	8	"			
		By Interest on 13 24 40 from January 21st 1762 to Octr. 8th 1765 is 3 Y 8 M 17 D @ 8 ℔ Cent	4	1	40			
						817	25	64
		By Ballance due to Muttoo Kistnah				2231	15	76
						2062	20	6
		Pagodas				4293	36	2

Fortst George 9th October 1765

Errors Excepted

[illegible]

Read and filed
18th March 1766

The Answer of Quentin De Lamettrie of Madras Merchant Defendant to the Bill of Complainant of Alla Moodoo Kistnah of the same Place Merchant Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiencies and imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as He this Defendant is Advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he absolutely denies to stand indebted unto the Complainant in the Sum of two thousand and Sixty two Pagodas twenty Fanams and Six Cash as is most Unjustly setforth in the Complainants said Bill of Complaint and Account Current thereunto annexed On the Contrary this Defendant Saith that the Complainant doth stand Indebted unto this Defendant in the full and just Sum of two hundred and Seven Pagodas Nine fanams and Seventy five Cash on the Ballance of all Accounts Depending between them as will more fully and at large appear by an Account Current hereunto annexed for the Inspection of this Honorable Court And which this Defendant Prays may be Admitted as part of this his Answer And this Defendant further saith that as a further Convincing Proof that this Defendant is not indebted to the Complainant in any Sum whatsoever he begs the Attention of this Honble Court to the following Letter Wrote in the Portuguze Language bearing date the twenty Eighth day of June in the Year of our Lord One thousand Seven hundred and fifty Eight which he received from Francisco Da Cruz who was this Defendants Writer "Monsieur De Lamettrie Sir" Moodoo Kistnah tells "Me it is Your Order to Write the inclosed Account Current, by which You'll "Observe You are indebted to Latchemadoss a Ballance of Pagodas three "thousand five hundred and thirteen, Seven fanams and Sixty Six Cash

"and Under which Account You'll find a Sum of Eight hundred Pagodas due "by the said Moodoo Kistnah to Latchemadoss who Strongly requires and desires when "You Write the Bills to add to it the said Sum of Eight hundred Pagodas otherwise "the said Latchemadoss will greatly hurt him the said Moodu Kistnah promises "to be Answerable to You for the Eight hundred Pagodas as soon as you Return to "Madras, for which favor He will Acknowledge for Life. I am with Great Respect Sir Your Most humble and Most Obedient Servant Francisco da Cruz which Letter is in this Defendants Custody and ready to be produced to this Honble Court when Required as also a Certificate at the Bottom of it by Antonio Da Cruz the Brother of the said Francisco Da Cruz Certifying that Letter to be the Writing and Signature of the said Francisco Da Cruz, of which said Sum this Defendant did Advance him four hundred Pagodas And this Defendant humbly hopes the tenor of the said Letter will be sufficient to Convince this Honble Court that this Defendant is Not indebted to the Complainant and of the Unjustness of the Complainants said Demand for had this Defendant been indebted to him He certainly would have requested this Defendant to have paid that Sum in part or on Account of such Debt and not have desired the Loan of that Sum as a favor and which also plainly shews in what bad Circumstances and Credit the Complainant was that he had neither the Money to Discharge the said Sum nor that the said Latchemadoss would give him Credit for it which this defendant humbly Conceives must make his great Demand on this Defendant Appear more Unjust, and Particularly with regard to the Interest which the Complainant has charged in his said Account Current this Defendant saith and humbly hopes this Honble Court will be of the same Opinion that had this Defendant been Indebted to him he would not have been Intitled to, nor ought to Charge any Interest as he was this Defendants Servant and Arunning Account of Receipts and Disbursments Depending between them Especially as no Interest was ever charged by, or paid to the Complainant by this Defendant in any of the Account settled between the Complainant And this Defendant And this Defendant further saith that this Proceeding of the Complainant against this Defendant

with regard to his Exhibiting a Bill against this Defendant in this Honorable Court is very Wrong Unjust and Ungreatfull as this Defendant always was ready and willing to have settled and Adjusted Accounts with the Complainant and to Evince to this Honorable Court that He was ready and willing so to do this defendant saith that upon Receipt of a Letter from the Complainants Attorney Demanding the Sum so Unjustly Charged by the Complainant as aforesaid this Defendant in Answer thereto told the Complainants Attorney that if the Complainant would produce to this Defendant aright and just Account and allow him the Space of fifteen days to Examine the same as the Accounts Depending between them were long and would take up a deal of time to Examine and settle them if he this Defendant should upon such Examination appear to be Justly Indebted to the Complainant He would pay the same to the Complainant and if the Complainant should be found Indebted to this Defendant he should pay the same in like manner or words to the like Effect which Letter this Defendant prays may be produced to this Honble Court for their Inspection And this Defendant humbly submits to this Honorable Court whether the same was not a fair just and Equitable proposal and... whether under these Circumstances the Complainant should not have granted ... A reasonable time for this Defendant to have Examined and Settled the said Accounts Instead of Exhibiting a Bill of Complaint in this Honble Court against this Defendant and whether the Complainant should not be obliged to make some Satisfaction to this Defendant for such his Unfair and Unequitable Proceedings against this Defendant and for the Damages this Defendant has thereby ... Sustained and the Great Trouble and Inconvenience this Defendant has been put to on that Account And this Defendant humbly hopes this Honorable Court will be pleased to Decree the Complainant to pay unto this Defendant the said Sum of two hundred and Seven Pagodas Nine fanams and Seventy five Cash together with such Costs of Suit as this Honorable Court shall think he ought to pay on Account of such his Treatment of this Defendant as beforementioned.

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

Vt. Quentin De Lamettrie

John Sykes
Attorney for the Defendant

Dr. Moodu Kistna his Account Current With Mr. Quintin De Lamettrie

1755 December	29th	To a Bill which I remitted him upon Mr. Simpson for 3 oz. 3 dwtgr. 8 of Silver Lace of which he has given Me No Account	5	2	48
1757 January	4th	To Timber sold the Company	170	"	"
April	2d	To Cash advanced him to Buy Paddy	75	"	"
		To Insurance paid on the Ship Malborough which he Places to the Debt of My Account Current and which I have paid out of my own Cash	25	"	"
		To 400 Pagodas which he places to my Account and which he Received of Me out of the Cash which Nellecontass paid Me and he ought to place to Account 775 Pagodas which with the 25 Pagodas for Insurance makes the Sum of 800 Pagodas which Nellacantass paid Me and which I Advanced to Moodoo Kistnah	775	"	"
		To Sale of Garnets at two Sundry times			
May	24	To Silver Lace sold	140	"	"
		To Cash Received of Mr. Lass for a present to the Nurses and which I told him to keep and of which he takes no Account	7	35	"
		To Cash Advanced him	20	"	"
		To Tarpoling to Cover the evey from Madras for Sadrass which he Says he has lost having himself placed Peons and Servants in the Country and having told him to Demand the said Tarpoling of Mr. Dormieux which was stole, of the Loss of which he acquaints me while its is from these Goods that he draws the Profits of his Embassy	10	"	"
			28	16	32
		Carried Over Pagodas	1256	12	"

Cr.

By Cash Received to pay Captain Forrest	264	"	"
By Cash for the Amount of his Account Current	2796	19	12
Carried Over Pagodas	3060	19	12

1757 April	2d To Cash Charged Me for 76 3 65 for his Account with Mr Law which he ought to have been paid since Mr Law in his Account does not Mention this Article (if it is necessary I shall present Mr Laws Original Account)	76	3	65
	To Cash advanced him ⅌ Bill of Exchange upon Mazulipatam furnished by his Orders to Latchemidoss	400	"	"
	To Sale of 4 Sorts of Northern Grain	549	26	20
	To Oill and Northern Ghee sold by him the Net Proceeds of which he has not carried to Account	498	36	4
	To Rebate for Painting Pallampores and for Towels the Price of which is so Exorbitant that they have been Valued by the Conicoplys of Mr Pownoy even lower than the Price of the Painting	112	"	"
	To Cash Received by him of Nellacantass for the Ballance of My last Account with the said Nellacantass	196	26	38
	To 228 Rupees Advanced making	60	"	"
	To 180 Rupees Received by him of Francisco Da Cruz	50	"	"
	To Godown Rent	54	"	"
	To Effects Returned	13	24	40
	To Error of 26 fanams which he charges too much in the Stewards Account	"	26	"
	Pagodas	3267	29	7

Fort St George
Errors
Ex

Brought Over ... Pagodas	3060	19	12
By Ballance due by Me	207	9	75
	3267	29	7
Pagodas	3267	29	7

7th March 1766
Excepted
Quintin De Lamettrie

Read and filed
15th April 1766

The Replication of Alla Moodu Kistnah to the Answer of Quintin De Lamettrie

The said Repliant now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the Maney Errors incertainties and insufficiences of the Defendant said Answer for Replication thereunto saith, that the Ballance of Accounts annexed to the said Repliants Bill of Complaint is justly due and owing to Replyant by the said Defendant, but as the Defendant has thought proper in solemn manner to disallow of the Account Current annext to the Replyants Bill of Complaint the said Replyant will verifye the whole of the Particulars that Comprize the same by Producing Evidence to support the Particular Account as produced to this Hon'ble Court agreeable to their Order And the said Replyant further saith the Defendant setting forth upon Oath that the said Replyant stand indebted to him in the Sum of Two hundred and Seven Pagodas Nine fanams and Seventy five Cash, that such Declaration is a notorious falsity and cannot be supported any Evidence on the behalf of the Defendant and indeed the same is sufficiently shewn to be so by the Defendants own Proceedings, for the defendant in the several motions that were made for him to Produce his Answer opposed them by saying that he could not put in his Answer for want of the Particular Accounts, and after the same were Exhibited to this Hon'ble Court agreeable to a Rule of the same no Notice of such Accounts was taken by the Replyant therefore with submission to this Hon'ble Court how is it Possible for the Defendant to contest the payment of the Replyants Demand when it appears he is so entirely ignorant of the same and which is more strongly Coroborated by the Defendants own Acct where he charges the Replyant for several Articles which are given Credit for in

Replyants

Replyants Accounts with what Propriety the Defendant can Evade the payment thereof the said Replyant can in no wise immagine other than the hopes of obliging the Replyant to withdraw his Complaint by Tuning him to all the Expences as possible, will knowing the indigent Circumstances that the Replyant Labours under and that the Accounts of the Defendant are merily the Effects of his own Immagination is very Evident as appears by what follows such Accounts in the first place being very irregular and the next place are the first time of the said Replyants being apprized of them, and with respect to the Letter of Francisco Da Cruz the said Replyant is entirely ignorant of, and whether he was or no the said Letter does not imply that the Defendant did not stand indebted to him, And the said Replyant further saith to the several Articles on the Debet side of the Defendants Account Current that had the Defendant inspected the Account Particulars Delivered into this Hon'ble Court at the instance of him the Defendant he would have found Several of the Articles Credited in the said Account particulars as for instance Timber sold the Company One hundred and Seventy Pagodas, Silver Lace sold Seven Pagodas and thirty five fanams, Cash advanced Ten Pagodas, Cash Advanced upon Bill of Exchange to Latchemidoss which the Defendant Charges Four hundred .... Pagodas, the same is only three hundred and Eighty Six Pagodas Thirty four fanams and fourteen Cash as will appear by the Bill of Exchange in the Possession of the Defendant, Cash received of Nellacantass One Hundred and .... Ninety Six Pagodas Twenty Six fanams and thirty Eight Cash the three .... Articles Pagodas fifty Pagodas fifty four and thirteen Pagodas Twenty four fanams and Forty Cash, these Particulars so specially point out the flagrancy of the Defendants Account that with Leave of this Honorable Court, no Evidence whatever need to be Produced by the Complainant to support his Accounts or to Confute the Defendants, the Accounts being so miserably Drawn up and no one Article of the Replyants Particularly Confuted, to the other Charges of the Defendants on the Debit side the Replyant Proceeds to Answer to Article by Article first the Sum of five Pagodas Two fanams

and

and forty Eight Cash by a Bill upon Mr. Simpson the Replyant is a stranger to, To the Seventy five Pagodas to purchase paddy the money was given into the Replyants hand to purchase the Paddy which was done and the Paddy delivered to the Defendant therefore no Accounts was taken of the same by the Replyant To the Two several Sums of Twenty five Pagodas and Seven hundred and Seventy five Pagodas the Replyant is ignorant of neither does he understand the Defendant as to these several Items To the Sum of One hundred and forty Pagodas the same ought to be only One Hundred Pagodas as the Defendant gave to the Replyant only Twenty Bundles of Garnets after the rate of Five Pagodas pr Bundle for which Credit is given to the Defendant in the Replyants Account Current, To the Article of Twenty Pagodas as Cash given by Mr. Law for the servants the same was paid by the Replyant agreable to the said Gentlemans Order, as the Servants themselves can Certify such Sum charged to the Replyants Account must openly shew the spirit of the Defendant for he very well knows that the said Cash was paid to the Servants at the time it was received by the Replyant, and now is but to charge it to this Replyants Account through a litigious Principle of charging the Replyant with any thing no Matter what, so that there is some thing that appears like an Account Current and had the Replyant not have complied with Mr. Laws Order the Sum of Twenty Pagodas was the property of the said Gentleman and to him was the Replyant Accountable To the Sum of Twenty Eight Pagodas Sixteen fanams and thirty two Cash for the Tarpailing the Replyant cannot conceive how the Defendant can lay such charge to the Replyant as the Defendant is not debited in any of the Accounts for the same the Replyant having lost such Tarpaulins by the neglect of his Servants and as such loss so happened the Replyant gave Mr. Orme an Account of the Honble Company for them out of his own Pocket and Never carried the same to the Defendants Account to the Sum of Seventy Six Pagodas three fanams and Sixty four Cash as Cash Charged the Defendant the Reason whereof was, that as Mr. Law stood indebted to the Replyant in

that Sum the Defendant promised to be Accountable for the same and Agreable to such his Promise this charge was carried to his Account To the Sums of five Hundred and forty Nine Pagodas Twenty Six fanams and Twenty Cash and Four Hundred and Ninety Eight Pagodas thirty Six fanams and Forty Cash the said Replyant says the Defendant is entirely bereft of his memory, or that he is not possessed of any Regular Books of Accounts as such charge is the most Notorious falsity that could possibly be invented which appears by what follows, the which the Replyant begs Leave of this Honble Court that the same may be taken as part of this his Replication, that the Defendant had Contracted Debts with several Merchants for Piece Goods to the Amount of Eleven hundred and five hundred Pagodas for which he gave three Bonds in part payment whereof he Touched part of the Grain with the Oil and Ghee to a Considerable Amount and the Remainder part of the Grain, he the Defendant so Disposed of himself to Sundry Persons and Received the money and that this is a matter of the Defendants own Negotiating will be verified by the Evidence of the several Persons who were parties Concerned, And as to the Rebate of the Painting the Replyant Says is a most Shamefull Charge for the Defendant has Sold all the Effects and got a Considerable Profit upon them the painting no ways depriciating them and how such difference can arise between the Sum Charged and the Sum Deducted the Replyant humbly submits the same to the Consideration of this Honble Court, the particulars of this Painting is set forth in the Particular Account now before this Honble Court, To the Charge of Two hundred and Twenty Eight Rupees this Replyant knows nothing of, nor of the Sum of Twenty Six fanams, the said Replyant proceeds to the Credit Side of the Defendants Account Current the Replyant Says he cannot admit of Credit being given him of Two hundred and Sixty four Pagodas as Cash paid to Captain Forrestier of the Sum of Two thousand Seven hundred and Ninety Six Pagodas Nineteen fanams and Twelve Cash being the Amount of the Replyants Account Current as the said Replyant knows of no Account that he furnished the Defendant with to that Amount but as the said Defendt has introduced these several Sums he prays that all and

every the Papers any ways Relative there to be produced before this Hon'ble Court for the Replyants inspection — And the Replyant further saith to what the Defendant has Asserted in his Answer that he was ready and willing to settle and adjust the Account with the Complainant that the Defendant either cares very little for what he says, whether it be upon Oath or not, or has lost his memory for the Defendant cannot but remember how frequent the Replyant had attended upon him for the settling of their Accounts the Constant application that was made both by the Replyant and his Servants to that purpose, the ill behaviour of the Defendant where such Applications were made by his opprobrious Language and threatning, that it is very well known by several Gentlemen of this place how Desirous the Replyant was to settle his Accounts having furnished the Defendant with the Books some Years ago for that purpose therefore the Defendant saying that he had no time sufficient to inspect the same is a mere Evasion, for though the Bill of Complaint was filed against the Defendant Yet the Defendant had between Two or three Months to inspect the Accounts Agreeable to his Request, which to this Present day remains unopened by the Defendant, and therefore his Pretending to Contest the Replyants Demand without ever being acquainted with the Particulars is the most unjustifiable Opposition that can come before a Court of Judicature And the Replyant lastly saith that no trouble was thought too much to Attend upon the Defendant to Settle his Accounts, every method whatever was taken to induce the Defendant to come to an Account that some Years have Elapsed since the Delivery of the Books of Accounts to the defendant by the Replyant, and as the Defendant Neglected to settle his Accounts, it was but just and right that the Defendant should pay interest for what he stood indebted to the Replyant the Ballance of which Accounts had the Replyant been in possession of he leaves it to the Consideration of this Hon'ble Court Whether or no he could not have made more than the Common Interest charged the Defendant

All which Matters and things the said Repliant is ready

and willing to verifye maintain and Prove in such Manner and form as this Hon'ble Court shall Direct and humbly Prays as in and by his said Bill of Complaint he hath already Prayed .....

Chas. Bromley
Attorney for the Replyant

Read and filed
20th May 1766

The Rejoinder of Quintin De Lamettrie of Madras Merchant Defendant to the Replication of Alla Moodoo Kistnah of the same place Merchant Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all and all Manner of benefit and Advantage of Exception to the many Errors Untruths Insufficient 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 and thereby Setforth and Declared and that the said Replication is very Untrue and Evasive and this Defendant also Saith as and by his said Answer he hath already said and Does and will Aver and Maintain all and Every thing and things therein to be true and Certain in such Manner and form as they and every of them are therein alledged and Setforth

All which Matters and things this Defendant is Ready and willing to Aver Maintain and Prove as this Hon'ble Court shall Direct and humbly Prays as in and by his said Answer he hath Already Prayed

John Sykes
Attorney for the Defendant

On the part of the Complainant

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined in a certain Cause Depending and at issue in the Honble the Mayor's Court at Madraspatnam Wherein Ellamoody Kistnah of Madras Merchant is Complainant and Quintin De Lamettrie also of the same Place Merchant is Defendant

Interrys To all the Witnesses

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

Subramoney

2d ..... Are you or are You not the Head Conicoply belonging to the Complainant, if Yea, Are the Accounts now Produced and shewn to you at this the Time of Your Examination of your own Drawing out and are the Articles with their several Sums of Money therein specified Exactly set down and particularized as they occured between the Complainant and the Defendant? Declare the same to the best of Your Remembrance

Soobriah Modeliar

3d ..... Do You know or do you not know whether the Complainant Ellamoodu Kistnah did not pay unt Mr Orme any and what Sum or Sums of money on Account of any Tarpawlins, if Yea setforth the reasons for such Payment being made and the time when to the best of Your Remembrance & belief

Call Chitty
Vellah Chitty
Sunkarah
Nemsavoy Chitty
Moderamahlinga
Chitty Armogum Chitty

4th ..... Did You or did you not Sell and dispose of a Quantity of Peice Goods to the Defendants Quintan De Lametrie, if yea, when and where such Goods were sold and to what amount Did You or did You not Receive any and what Sums of money on Account of this Dealing or how otherwise were You Satisfied Particularly Setforth and Declare

Mr Franc Barnwell
Mr Thom^s Powney

5th ..... Do You know or do You not know Whether any and

what Application was made by the Complainant Ellamoodu Kistnah to the Defendant Quintin De Lamettrie to settle and adjust the Accounts between them if Yea, when and where such Application was made and how became acquainted with the same Setforth and Declare

To all the Witnesses

6th ..... Do You know or are acquainted with any other matter or thing to which You have not been heretofore Particularly Interrogated to that may tend to the Advantage and benefit of the Complainant if Yea setforth the same to the best of Your Knowledge Remembrance and Belief .....

Chas Bromley
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Ellamoodu Kistnah Complainant and Quintin De Lamettrie Defendant

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

Subramoney of Madras Conicoply Aged 33 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 30th day of July 1766 shewn at the Office of Mr John Sykes Attorney for the defendant by Canapah who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 20 Years, and the defendant 12 Years or thereabouts

2d ..... To the second Interrogatory this deponent Saith, he is the Head Conicoply belonging to the Complainant — that the Accounts now Produced and shewn to him, are a true Copy of the Original Accounts Drawn out by this Deponent that the several Articles specifyed therein, are exactly setdown — and that the Ballance is Agreeable to the Cadjan Accounts, in this Deponents Possession — more this

Deponent deposeth not, to this or to the last Interrogatory

Richard Lathom

Examiner

Mayor's Court at Madraspatnam

Between Ellamoodu Kistna Complainant and Quinten De Lamettrie Defendant

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

Soobriah Moodeliar of Madras Conicoply Aged 35 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Complainant was on the 25th day of July 1766 shewn at the Office of Mr. John Sykes 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 and the Defendant 10 Years or thereabouts

3d ..... To the third Interrogatory this Deponent saith, when Mr. Orme was Export Warehouse keeper, by his order, four Tarpawlins were lent to the Defendant which the Defendant not returning again Mr. Orme sent for the Complainant at that time in the Defendant's service (to make him pay for the four Tarpawlins this Deponent afterwards saw in the Export Warehouse Books, that twenty Eight Pagodas and odd fanams had been received from the Complainant Ellamoodu Kistnah, for the four Tarpawlings, which had been lent to the Defendant More this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom

Examiner

[illegible]

Mayor's Court at Madraspatnam

Between Ellamoodu Kistnah Complainant and Quintin De Lamettrie Defendant

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

Call Chitty of Madras Merchant Aged 50 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 26th day of July 1766 shewn at the Office of Mr. John Sykes 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 and the Defendant 10 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith, about eight Years ago he sold with four other Merchants, to the Defendant at his house in Madras, Several sorts of Piece Goods: to the Amount of Two thousand five hundred Pagodas the Defendant sent the said Piece Goods to be disposed of at Pondecherry not having been able to sell them there they were returned to the Defendant again after the last Siege of this Place — Messrs. Powney and Barnwell, who acted for the Defendant, sent for the aforesaid four Merchants and this Deponent also for some other Merchants Creditors of the Defendant, who had sold him Goods, to the Amount of Eight thousand five hundred Pagodas: the whole of the Defendant's Debt, to the above said Merchants, all of them together, being Eleven thousand Pagodas Messrs. Barnwall and Powney, then addressed themselves to all the Merchants, and told them that the Defendant had not been able to Dispose of the whole of the Goods he had bought of them: but that a great part still remained on his hands: which they his Creditors, had better received back in lieu of their Debts as the Defendant had no money — this Deponent with the other Merchants, Consented thereto and received the Goods: amounting, to about seven thousand Pagodas — which they Divided amongst themselves, according to the proportion

of each Merchants Demanded on the Defendant and in consideration there of gave an entire acquittance of their debts to the Defendant — Ellamoodu Kistna at the time the Merchants were dividing the said Goods, came to the Merchants and.... told them that Mr Quintin De Lamettrie his Master, was Indebted to him and that his Master, for the said Debt, had told him to Receive share of the Goods then dividing the Merchants answered the Complainant, we receive these Goods on Account of Eleven thousand Pagodas of Merchandize, we sold to the Defendant, into which your Present claim cannot be included the Complainant then went and complained to Messrs Powney and Barnwell, who sent for the Merchants and desired them to let the Complainant have a share in the.... Defendants Goods, for his Debt — but the Merchants would not consent — more this Deponent deposeth not to this, or to the Last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Ellamoodu Kistna.... Complainant and Quintin De Lamettrie defendant

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

Vollah Chitty of Madras Merchant Aged 61 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 25th day of July 1766 shewn at the Office of Mr John Sykes Attorney for the Defendant by Canacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainant 36 Years, and the Defendant 30 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith in the Month of

October 1758 he sold some gram belonging to the Defendant, for twenty Seven Pagodas and odd fanams: by Order of the Complainant — which money this Deponent paid to the Complainant — more this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Ellamoodu Kistnah Complainant and Quintin De Lamettrie Defendant

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

Sunkarah Namsavoy Chitty of Madras Merchant Aged 49 Years or thereabouts, being Produced as a Witness in this Cause on the part of the Complainant was on the 26th day of July 1766 shewn at the Office of Mr John Sykes 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 10 Years and the Defendant 20 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith about eight Years ago he and Allepaukah Vencatashen did sell to the defendant some Piece Goods, and some Wax at the defendants house in Madras — to what amount this Deponent does not remember — besides which, they lent to the Complainant at the same time, the Sum of Five hundred Pagodas the said Sum of Money has been paid back to them by the defendant and for their Piece Goods and Wax, they received from the defendant, the amount of them, in Ghee and Oil Excepting, seventy three Pagodas and odd fanams — which is now in

Account with the Complainant, to Attepaukaka Vencatashen and this Deponent more this Deponent saith not to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayor's Court at Madraspatnam

Between Ellamoodu Kistnah Complainant and Quintin De Lamettrie Defendant

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

Moderamah Linga Chitty of Madras Merchant Aged 42 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 26th day of July 1766 shewn at the Office of Mr John Sykes Attorney for the Defendant by Conacapah who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

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

4th ..... To the fourth Interrogatory this Deponent saith about eight Years ago he sold several sorts of Piece Goods as Chintzs Beteelas, Ginghams &c to the Defendant Quintin De Lamettrie at the Defendant's House in the White Town to the Amount of four or five hundred Pagodas, to the best of his Remembrance the Defendant paid him part in money — (how much he does not Remember) and for the Remainder this Deponent received from the Defendant ..... a division of Goods, that was made to this Deponent, and others of the Defendant's Creditors — for which this Deponent gave to the Defendant an Entire acquittance of his Debt further this Deponent deposeth that the Complainant Ellamoodu Kistnah, at the time the Merchants were Dividing the said Goods, came to the Merchants and told them that Mr

Mr Quintin De Lamettrie his Master, was indebted to him and that his Master for the said Debt, had told him to Receive a share of the Goods then Deviding the Merchants answered the Complainant, we receive these Goods, on Account of Eleven thousand Pagodas of Merchandize, we sold to the Defendant, into which your present claim cannot be included — the Complainant then went and complained to Messrs Powney and Barnwell, who Acted for the Defendant: they thereupon sent for the Merchants, and desired them to let the Complainant have a share in the Defendant: they thereupon sent for the Merchants, and Desired them to let the Complainant have a share in the Defendant's goods for his Debt but the Merchants would not consent — more this Deponent deposeth not, to this, or to the Last Interrogatory

Richard Lathom

Examiner

Mayor's Court at Madraspatnam

Between Ellamoodu Kistnah Complainant and Quintin De Lamettrie Defendant

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

Armogum Chitty of Madras Merchant Aged 47 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 28th day of July 1766 shewn at the Office of Mr John Sykes Attorney for the Defendant by Conacapah who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

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

4th ..... To the fourth Interrogatory this Deponent saith about eight Years ago, Attepauka Vencatashen, and this Deponent's Brother Sarravanah Chitty

Sold to the Defendant Quintin De Lamettrie, same Piece Goods: to the Amount of about seven thousand Pagodas part of the said Sum they Received from the defendant in money, and for the Ballance Pagodas 6500, the Defendant gave them a bond after the last Siege of this Place was over, Messrs Powney and Barnwall who acted for the Defendant — sent for all the Merchants who had sold Goods to the Defendant, and said to them, here are part of your Goods, which You are to receive back again from the Defendant in lieu of your Debts — the Merchants answered here are no more Goods than will pay the three quarter part of our Debts Messrs Powney and Barnewall replyed the Defendant has no more Goods or money, you had better receive them the Merchants then consented, and gave an entire acquattance of their Debts to the Defendant and each of the Creditors returned back the Bonds they had received from the Defendant — as Sarravanah Chitty told this Deponent more this Deponent deposeth not to this or to the last Interrogatory

Richard Lathom
Examiner

Mayors Court at Madraspatnam

Between Ellamoodu Kistna Complainant and Quintin De Lamettrie Defendant

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

Francis Barnewall of Madras Merchant Aged 50 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 25th day of July 1766 shewn at the Office of Mr John Sykes Attorney for the Defendant by Canacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth. —

1st To

1st To the first Interrogatory this Deponent saith, he has known the Complainant 20 Years and the Defendant 30 Years, or thereabouts

5th To the fifth Interrogatory this Deponent saith, he has been told by the Complainant, that the Defendant was indebted to him, and that he had often presented his Accounts to the Defendant to settle, but that the Defendant would never come to an adjustment and has frequently used him ill, on his applying for his money further this Deponent deposeth that Ellamoodu Kistnah has often spoke to him, that he would speak to the Defendant, to Discharge his the Complainants Debt, and that on this Deponents once mentioning it to the Defendant, the Defendant said, I will satisfy the Complainants another time — more this Deponent deposeth not, to this or to the last Interrogatory

Richard Lathom
Examiner

Fra Barnwall

Mayors Court at Madraspatnam

Between Ellamoodu Kistnah Complainant and Quintin De Lamettrie Defendant

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

Thomas Powney of Madras Merchant Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 25th day of July 1766 shewn at the Office of Mr John Sykes 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 that this Deponent saith, he has known the Complainant 6 Years and the Defendant 16 Years or thereabouts —

5th ..... To the fifth Interrogatory this Deponent saith, in the Months of May of the Year 1761 the Defendant being at Pullicat, wrote or sent a verbal message (he does not recollect which) to this Deponent and Mr Barnwell desiring they would settle an outstanding debt against him at Madras due to some Black Merchants there the Defendant having some bales at Madras, under this Deponents and Mr Barnwells care; they compromised so far with the aforesaid Black Merchants that they should receive those said Bales, being Seven or eight in number, as full payment for the Defendants Debt after this Agreement had been made, Alamoodee Kistna the Complainant came to this Deponent, requesting he might be included with the aforesaid Black Merchants, as a Creditor of the Defendants, in the devinding of the Bales this Deponent told the Complainant, that could not be allowed of as Mr Barnwell and himself had agreed, to deliver up all the Bales to the aforesaid Black Merchants they giving for them, to the Defendant, an entire acquittance of his Debt some time in the Year 1762 the Complainant came again to this Deponent ..... tendering to him the Accounts subsisting (as the Complainant said) between him the Complainant and Defendant — demending an adjustment of them, as he heard the Defendant was going away to Tranquebar this Deponent in Answer, told the Complainant, he had nothing to do with it the Defendant was then in Madras, and he might go and settle with him — more this Deponent deposeth not to this, or to the last Interrogatory.

Richard Latham

Examiner

Thos Powney

Mayors Court at Madraspatnam

Tuesday the 3 day of February Anno Domini 1767

L.S.

Mayors Court

Present

Anthony Sadlier Esquire Mayor

Peter Mariette — Reynold Adams

Edward Stracey — & John Hollond

Aldermen

Between Alla Muddoo ..... Kistnah of Madras Merchant Complainant and Quintten De Lamettrie also of the same place Merchant Defendant

This Cause coming on to be heard and Debated this Day in the Presence of the Attornies on both sides, On Reading the Complainants Bill with an Account Particulars and an Account Current annexed, the Defendants Answer with an Account Current annexed, the Replication the Rejoinder the Interrogatories and Depositions on the part of the Complainant on hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Complainant has brought sufficient Proof of the Justness of his whole Demand Except the Article of twenty Eight Pagodas, sixteen fanams and thirty two Cash for Terpawlins which by his Replication he seems not to have intended Charging the Defendant with as the defendant has not attempted to bring any Evidence in support of the Articles he Charged to the Complainant This Court doth therefore think fit to Order

and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two thousand and Sixty two Pagodas twenty fanams and Six Cash / Pagodas 2062.. 20 6 / together with such Interest as now is or shall hereafter become Due thereon, Deducting therefrom the abovementioned Sum of twenty Eight Pagodas sixteen fanams and thirty two Cash and that the Defendant shall pay all Costs of this Suit

Your

Court of Appeals at Madraspatnam } Ss

Thursday the 20th August 1767

Between Quintin De Lamettrie Appellant
Alla Moodu Kistnah ..... Respondent

This Cause coming on this Day to be heard and Debated before this Court by the Attornies on both Sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 3d February Anno Domini 1767 and upon Due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both Sides, This Court doth think fit to order and Decree and doth Accordingly Order and Decree that the Decree of the Honble the Mayors Court given in this Cause do stand Confirmed and that the Appellants Petition be hence Dismissed with Costs in both Courts

Your W. M. Goodlad Clerk

Read and filed 1st July 1766

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Coyah Moocartom Mirzam of Madras Merchant That whereas Poncal Narnapah Naick also of the same place Merchant stands Indebted unto Your Orator as Security for one Cavireepakom Vencatashellom Poolay in the Sum of Thirty five Pagodas and Twenty Eight fanams Current Money of Madras making in Sterling Money of Great Britain accounting every Pagoda eight Shillings the Sum of Fourteen Pounds five Shillings and Seven Pence half Penny or thereabouts As will more fully and at large appear by an Account Current and a Translate of his Security Obligation bearing date the Twenty Sixth day of April In the year of Our Lord One thousand Seven hundred and Sixty Five hereunto annexed for the inspection of this Honble Court and the Original Ready to be produced to this Honble Court when Required, and to which Your Orator most humbly refers and Prays that the same may be admitted as part of this Your Orator's Bill of Complaint.

And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable manner Requested ..... Payment from the said Poncal Narnapah Naick of the said Sum of thirty five Pagodas and Twenty Eight fanams.

But now so it is and may it please this Honble Court the said Poncal Narnapah Naick Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to equity and good conscience To the end therefore that the said Poncal Narnapah Naick may upon his Corporal Oath a truely direct and perfect Answer make to all and Singular the Matters and

and things as 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 five Pagodas and twenty Eight fanams together with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Sum

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

James Hathaway
Attorney for the Complainant

Madrass the 26th April 1765

I Poncal Narnapah Naick do hereby Acknowledge to have given a Security Obligation to Coyah Moocartom Mirzam this Day for Coviriy Pakon Vencatachillum Poollay who has Contracted to make Bricks for You and has received Seventy Pagodas from you, and if Coviriy Pakom Vencatashellom Poolay doth not Deliver the said Bricks to you in one Months time them I am to be Accountable to you for Seventy Pagodas with the Interest of 12 ℘ Cent ℘ Annum, Drawn by Conioply Vencatachellom

(Signed)
Narnapah

Witnesses
The Mark of t Dace Naick
Podunabah

A true Translate as near as can be

be taken from the Original Malabar's Language by Conocapah Sworn Interpreter

James Hathaway
Attorney for the Complainant

Dr. Poncal Narnapah Naick in Account Current with Coyah Moocartom Mirzam Cr.

1765 April	26th	To Cash lent upon Your Security Obligation of this Date	70	"	"	1765 Octr	26th	By Bricks received to the Amount of	19	"	"
		To Interest on Pags 70 from the 26 April 1765 to the 26 June 1766 being 1 y 2 m @ 8 ℘ Cent ℘ Annum	6	29	"			By Interest on Pags 19 from the 26 Octr 1765 to the 26 June 1766 being 8 m @ 8 ℘ Cent ℘ Annum	1	2	"
						Novr	26th	By Cash received	20	"	"
		Pagodas	76	29	"			By Interest on Pags 20 from the 26th Novr 1765 to the 26th June 1766 being 7 @ 8 ℘ Ct ℘ Annum	"	35	"
									41	1	"
								By Ballance	35	28	"
								Pagodas	76	29	"

Fort St George 26th June 1766
Errors Excepted
[illegible]

Read and filed 5th August 1766

The Answer of Poncal Narnapah Naick of Madras Merchant Defendant to the Bill of Complainant of Coja Moocartum Mirzam of the same place Merchant Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Untruths in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially Concern him to make Answer, unto, he this Defendant Answereth and Saith that he is not indebted to the Complainant in the Sum of thirty five Pags and

and twenty Eight fanams nor any other Sum or Sums of Money whatsoever, but to illustrate the Merits of this Defendants can in a better light this Defendant begs the attention of this Hon'ble Court this Defendant Saith that one Coverepaukum Vencatachillum Pooley had Contracted with the Complainant in furnishing him with Bricks to the Amount of Seventy Pagodas for which Sum the said Coverepaukum Vencatachillum Pooley granted the Complainant a Bond for the said Loan and this Defendant Stood Security for the said Coverepaukum Vencatachillum Pooley to the Complainant for the Performance thereof and the said Coverepaukum Vencatachallum Pooley did immediately after Erect a Brick Kiln and did on the twenty Sixth of October One thousand Seven hundred and Sixty Five furnish the Complainant with the Sum of Nineteen Pagodas worth of Bricks and paid the Complainant the Sum of Twenty Pagodas in Cash by reason of the Complainant Refusing to receive any more Bricks by saying they were bad both which Sum if added together Amounts to the Sum of thirty Nine Pagodas for which Sum this Defendant obtained a receipt from the Complainants Conicoply and with Interest thereon comes to the Sum of Forty One Pagodas and One fanam which the Complainant has given this Defendant Credit in the Account Current Annexed to his Bill of Complainant adding thereto the Sum of Ten Pagodas twenty Eight fanams and Seventy Cash being the Ballance of the Account Sale of the Effects of the said Coverepaukum Vencatachillum Pooley which the Complainant did not think proper to give this Defendant Credit in his Said Annexed Account Current Amounts to the Sum of Fifty One Pagodas twenty Nine fanams and Seventy Cash deducting which Sum from the Sum of Seventy Six Pagodas and twenty Nine fanams the Interest and Principal of this Defendants Bond the ..... Ballance will be no more than the Sum of Twenty three Pagodas Seventeen fanams and Ten Cash and not the Sum of thirty five Pagodas and twenty Eight fanams and which the said Coverepaukum Vencatachillum Pooleys Obliged to pay and not this Defendant as the Complainant and the said Coverepaukum

Coverepaukum Vencatachillum Pooley had since this Defendant granted the Complainant his Security Bond Settled Accounts and Obtained of him a Bond for the Sum of Forty Six Pagodas the Ballance thereof by which this Defendant must certainly be Discharged from his Security this Defendant humbly Craves this Hon'ble Court to Observe that the Complainant had first put Coverepaukum Vencatashellum Poolay into Court for the Sum of Forty Six Pag.s and twenty Six fanams the Ballance of an Acc.t Curr.t & now this Defendant in Court for the Sum of thirty five Pagodas and twenty Eight fanams being also in the Ballance of an Account Current and again in the former Account Debts the said Coverepaukum Vencatachillum Pooley upon a Bond in the Sum of Sixty Six Pagodas and twenty Six fanams and in the latter Debts this defendant on the same Bond as Security for the said Coverepaukum Vencatachillum Pooley the Sum of Seventy Six Pagodas and twenty Nine fanams and the Bond that the said Coverepaukum Vencatachillum Pooley was sued upon is dated by the Complainant in his Account the Seventeenth of October One thousand Seven hundred and Sixty five and the same Bond that this Defendant is sued upon is dated in the Account Current annexed to the Complainants Bill the twenty Sixth of April One thousand Seven hundred and Sixty Five and which Cannot be as no one would Stand Security for a Person before a Debt is Contracted as the above appears so and that Six Months before the said Coverepaukum Vencatashallum Pooley ever Contracted with the Complainant, All which Difference this Defendant begs the Complainant may be obliged to Setforth in a true light which this ..... Defendant is apt to believe he Cannot do

All Which Matters and things this Defendant is ready to Aver maintain, and prove, as this Honorable Court shall direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges, in this behalf most wrongfully Sustained

P.P. Reeffer Atty for Def.t

Read and filed
August 26th 1766

The Replication of Coja Moodertoon Merzam of Madras Merchant Complainant to the Answer of Poncal Narnapah Naick also of the same place Merchant Defendt.

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, Uncertainties, Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that all and Singular the Matters and things in and by his said Bill of Complaint Already said are good Certain true and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby Setforth and Declared and that the Answer of the Defendant is very untrue and Evasive And this Replyant Answereth and Saith, that the Defendant actually Stands Indebted to this Replyant the Debt sued upon and tho' the Defendant hath blended in his Answer so many frivolous and evasive Quibbles, no ways essential to the Cause but to Perplex, it Yet by this Hon'ble Court's gracious Attention to the Subsequent Transactions, This Replyant Doubts not, but to clear up the Obscurity and give a true light into the Merit of the Cause, this Replyant admits the Defendants Narrative Regarding the Contract is just, but is Astonished to Observe how the Defendant hath Intangled the Real proceedings of facts Instead of Elucidating them; the Naked truth of the Matter is that after Cavery Paukum Vencatachillum had produced in part of the Contract in Bricks to the Amounts of Nineteen Pagodas, and afterwards when the Defendant paid in Cash twenty in Cash twenty Pagodas the said Sum of thirty Nine Pagodas reduced the Defendants Ballance of his Security Obligation for seventy Pagodas to thirty One Pagodas which with the

Interest

Interest conformable to the said Security Obligation Swelled the Defendants Ballance to the sum sued for of thirty five Pagodas twenty eight fanams, Now with Submission to this Hon'ble Court this Replyant presumes what has given opportunity to puzzle the Matter is Cavery Paukum Vencatachellums Complex proceedings for some time after the Defendant had given an Obligation as Security for Seventy Pagodas as prementioned the said Cavery Paukum Vencatachillum wanting more money to carry on the Contract borrowed from this Replyant or partner which is the same twenty Pagodas more, and one Andiapah Executed a Security Obligation for the same, and the said Vencatachillum producing no more then five Pagodas in Bricks Consequently there remained a Ballance of fifteen Pagodas due, upon this the Defendant told this Replyant to Settle Accounts with Vencatashellum, And see what was Due from both Advances, And to take a Receipt that there was so much due to this Replyant as Ballance upon the Defendants Security Obligation, and the Security Obligation of Andeapah upon both Arose a Ballance of Sixty six Pagodas which Ballance Occasioned the Artfull Represtition in the Defendants Answer In Order to Insinuate a fraudulency that the Replyant in a former Account Current Debts Vencatashellum Sixty Six Pagodas and twenty Six fanams and in a Latter Account, forty Six Pagodas and twenty Six fanams, the fallacy of this Observation Evidently appears herein, that what reduced that Sum to the latter Ballance is that the Defendant after the Stament of the prerecited ballances, paid this Replyant twenty Pagodas on Account of his Security Obligation of Pagodas Seventy which as it reduced the whole Debt of Vencatashellum to forty Six Pagodas and twenty Six fanams, so it reduced Imparticular the Ballance due from the Defendants Security Bond to the Sum Sued for of thirty five Pagodas, and twenty eight fanams And from this latter Statement also Arose the Difference of the dates that the

Defendants

Defendants Security Obligation for Seventy Pagodas was dated the twenty Sixth
of April One thousand Seven hundred and Sixty five, and the latter Receipt on
Vencatachellum was Signed was Dated in the Account of the seventeenth of October
in the Year and then the Defendant Sagaciously Concludes that no one would
give a Security Bond Five Months before the money was Received, Howsoever
how Collusive is such a plea, when the Defendant was Conscious this last
Statement was by his earnest Request in or about Six Months after the Advance
of the Seventy Pagodas, on the Defendants Security Bond, the Convincing
and Indisputable Instances are these that after that Statement he the Defend
acknowledges to have paid the Replyant twenty Pagodas on Account of his
Security Bond of Seventy Pagodas, for all which he had the Replyants
Receipt, and must that he Declare in the Presence of Substantial Evidences
which shall be produced in due time shall
the Receipt of the Seventeenth of October and Receive what he Could from him
what ever Deficiency might Remain due on his Security Bond he would
discharge, In regard to the Defendants Objection that this Replyant did not
Credit him the Ten Pagodas twenty Eight Fanams and Seventy Cash the
Amount of the Sale of Vencatachellums Effect, this Replyant is very ready
to give Credit for that Sum but then it is Reasonable he should Debit the
Defendant the Court Charges, the Defendant next in his Answer by a most
Circumvention or Sophistical Argument affects to set forth that by Giving
Vencatachellum on his Receipt of Forty Six Pagodas, and twenty Six Fanams
by the Defendants own Desire, And promise of paying the Deficiency
that should Remain Due after Suit upon his Security Obligation but as
this Deceitfull and Artfull proceedings this Replyant humbly Conceives
Requires to be more full or Manifestly explained this Replyant most
Submissively assumes Leave to Relate the whole of

the Defendant had perswaded the Replyant as aforesaid to Settle Accounts with Vencata-
chellum of what had been Received and what Remained due, from the two Loans and
to Receive a Receipt Acknowledging the Ballance did Remain due, and about a Month
after that Receipt Instigated this Replyant to sue the said Vencatachellum for the said
Ballance of Forty Six Pagodas and twenty Six Fanams, upon the Pretence that
if there was not Sufficient to pay the Ballance due on his Security Bond he would pay
the Rest, to this the Defendant was Induced, Imaging he would be able to clear his
Security Obligation from the Sale of Vencatachellums House, which was the Motives
the Defendants standing the said Vencatachellums Bail, but when the Defendant
Understood there was a Mortgage Obligation on the said House and Nothing could
be Expected there from he Delivered up Vencatachellum to Prison, Notwithstanding
the said Vencatachellum had delivered to the said Defendants Hands twenty Pago
in Cash and to the Amount of twelve Pagodas in Cattle, to Compromise or facilitate
Matters, and after Vencatachellums House was Sold as aforesaid the Sum Coming
therefrom not half Sufficient to Defray the Cost of Suit And then the Defendant
hearing that as Vencatachellum had Nothing more was sent at Liberty on the
Defendants gratuitious engagement to pay what Deficiency might appear
Due from the Ballance of his Security Bond and Conceiving he would be sued
for the same, got himself in Readiness to Abscond, wherefore this Replyant employed
his Attorney to detain him by a Warrant of Arrest, but as the time would not
permit to Apply to Court the Attorney took the Defendant before the Worship-
full Thos Call Esquire who upon Prosecuting the Security Obligation and
Examining the proceedings the said Defendant before him Acknowledged
the Debt, And that he did stand Indebted to this Replyant the Ballance
of his Security Obligation and Desired his said Worship Call to Admit
a Ballance and the Replyants Conciply to go with him and he would
Discharge the said Obligation, but found Means to Escape, Now

after

after this Proceedings with Submission to this Honble Court, this Replyant humbly Apprehends it appears Conspicious the Defendant could not in Reality possibly possess himself with any Idea the Sueing of Vencatachellum could invalidate or Concell his Security Obligation and with Submission it would be Repugnant to Common sence for this Replyant to quit his Security Bond, and Sue an Insolvent nor did this Replyant sue Voluntarily but by the Defendants Repeated Importunitys to Alleviate the Defendants Ballance under his Solemn promise so Evincingly Supported, of paying what Dificiency might Arise from his Ballance Nor can the Defendant look on it in any other Light, However to save Appearances and serve a turn he hath so far Receded from Conscience and Relinquished truth as to pretend to setforth that Transaction in the Manner he has, for had he not been Sensible to the Contrary why he did not on the Commencement of the Suit, or when this Replyant received the Receipt Demand his Security Bond, or Insist on its being Cancelled, therefore this Replyant humbly Apprehends with Submission After Attention to the proceeding Circumstances this Honble Court will be of Opinion the Defendant Claiming to be Acquitted from his Security Bond on the Groundless foundation he hath setforth, is Affection deceit and this Replyant begs leave further to Acquaint this Honble Court with only this Conclusive Indisputable and Glaringly Convincing Instance of the Defendants Acknowledging his Bond Remains in full force for the Ballance sued upon, that some Days after this Replyant had filed his Bill in Court against the Defendant he the Defendant sent four Persons to this Replyant to acquaint him he would pay the Principal and Court Charges and beged to be Excused the Interest to which this Replyant Complyed when the Next Morning the same four Persons returned again to this Replyant and told him they were sent again by the Defendant to Acquaint him that he would only pay the

principal to which this Replyant not agreeing the Process was Carried, on, And Now this Replyant dobts not but this and other Circumstances will be esteemed in the judgment of this Impartial Court that the Defendants Security Obligation now Sued on Remains by his own Acknowledgement in full force and Virtue and all his pretences to the Contrary will be looked on as Quibbles and Evasions

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

James Hathaway
Attorney for the Replyant

Read and filed
23 September 1766

The Rejoinder of Penkal Narnapah Naick of Madras Merchant Defendant to the Replication of Coja Moocartoom Mirzam of the same place Merchant Complainant

This Defendant now and at all times hereafter ... Saving and Reserving to himself all and all Manner of Benefit and ... advantage of Exception to the many Errors Untruths, imperfections and Insufficiences in the said Replycation Contained for Rejoinder thereunto or unto so much thereof as this Defendant is advised doth Materially concern him to Rejoin thereunto and saith that all and Singular the Matters and things in this Defendants Answer is Certain and Sufficient in the

law to be Replyed unto and this Defendant Absolutely denies being indebted to the Complainant in the Sum Sued for, or in any other Sum or Sums of Money whatsoever As to the Complainants alledging in his Replication that this Defendant had blended in his Answer many frevolous and Evasive Quibbles, the same this Defendant cannot Allow, As the Answer of this Defendant contains nothing but what is just, true and Essential to the Cause and by this Hon'ble Courts Attention to the Subsequent Narrative to that setforth in his Answer this Defendants doubts not this Honorable Court will find it be so, and the Complainants Bill of Complaint and Replication to be blended with such unlawfull Circumstances that might be apprehended to be put in with no other light than to perplex this Hon'ble Court with the same and Darken the Merits of the Cause and with regard to the Contract this Defendant can say nothing thereto as the Complainant admits this Defendants Narrative respecting thereto to be just, but this Defendant proceeds further admitting that Cavery Paukum Vencatachillum had produced in part of the Contract in Bricks the Amount of Nineteen Pagodas and this Defendant to have paid in Cash the Sum of Twenty Pagodas which said Sums of Nineteen and twenty Pagodas reduced this Defendants Obligation of Seventy Pagodas to thirty One Pagodas which with Interest thereon Amounted to thirty five Pagodas and twenty Eight fanams, and this Defendant admits the said Cavery Paukum Vencatachillum to have borrowed a further Sum of twenty Pagodas for Carrying on the said Contract of one Aveat Augar but whether a Partner to the Complainant this Defendant knows not tho' this Defendant is Certain that the Complainant and the said Aveat Auger are not joint Brick Contractors on which Account the said Sum of twenty Seven Pagodas was borrowed which Bricks were to arise a Monument or Steeple on the Grave of the Complainants

Deceased

Deceased Wife, therefore it Consequently Appears that they were not joint Partners in this Action, but may be in some other trade, this Defendant admits that one Andiapah Stood Security to the Complainant for the said Sum of twenty Pagodas upon his Obligation in favor of the said Aveat Auger on what Account the said Cavery Paukum Vencatachallum produced Six Pagodas and four fanams in Bricks but not in only the Sum of Five Pagodas and a Ballance of thirteen Pagodas and thirty Eight fanams and not in the Sum of Fifteen Pagodas with which this Defendant has no Concerns with as the said Aveat Auger Commenced a Suit against the said Andiapah for the same, which is now still Depending before this Hon'ble Court tho' Notwithstanding the Complainant again blended the Same into this Defendants Account whereby this Deference has arose this Defendant further Saith that altho' he told the Compl.t to settle Accounts with Cavery Paukum Vencatachillum and to see what was due and from both advances to take a Receipt for what remained unpaid yet the Compl.t had not a Legal right to do it, but as he did it the Defendant humbly Presumes the former Bond of the said Cavery Paukum Vancatashillum for Seventy Pagodas and this Defendants Security Bond for the same is Cancelled, and if the Compl.t had any further pretentions with this Defendant ought immedeately After the Execution of the above Receipt delivered up this Defendants said Security Obligation As the Complainant did to the said Cavery Paukum Vencatashellum and obtained a fresh one, as he did the Receipt on a Pretended Ballance of Forty Six Pagodas the Obtaining of which said Receipt is fully proved by the Complainants own Acknowledgment in his Replication, the Different dates thereof this Defendant still maintains that the Complainants did use a fraudulency in his Accounts for first the Complainant sues the said Cavvery Paukum Vencatashellum on a Ballance of an Account Current as follows On the Debit side thereof 1765" October the Seventeenth To Cash lent You this day upon Your Obligation Sixty Six

Pagodas twenty) Six fanams and on the Credit side thereof 1765 December the Seventeenth By Cash received twenty) Pags By Ballance due Forty) Six Pagodas and twenty Six fanams on which a Decree being Granted by this Honble Court, and a Warrant of Execution issued According to the Course against the Effects of the said Cavery Pauhum Vencatachellum which Lived the Sum of Ten Pagodas and twenty Eight fanams, and Seventy Cash, and the said Cavery Pauhum Vencatachellum was not long after Committed to Prison for the Remainder of the Debt but a little time after the Complainant thought proper to Release and prosecuted this Suit against this Defendant but on an Unlawfull and unjust an Account Current evidently differing the above Statement, as will appear annexed to the Complainants Bill of Complaint, an Attested Copy whereof this Defendt doubts not to produce in due time for the Inspection of this Honble Court whether has the Complainant Given this Defendant Credit therein for the Sum of Ten Pagodas, twenty Eight fanams and twenty Cash, tho he ought to give Credit for the same, then the Ballance of the said Account Current will be more than the Sum of twenty three Pagodas Seventeen fanams and ten Cash instead of the Sum of thirty five Pagodas and twenty Eight fanams for which Sum the said Cavery Pauhum Vencatachellum was Discharged and not this Defendt as to this Defendants Plea with Regard to the date is no ways Vague or Collusive therefore this Defendant Still Concludes that no one would Give a Security Bond Six Months before the Money was received and Particularly if the Defendants Security Bond was dated the twenty Sixth of April One thousand Seven hundred and Sixty five, how Could or what Right had the Complainant to Come upon this Defendant for Cavery Pauhum Vencatachellum Receipt dated the Sixteenth of October One thousand Seven hundred and Sixty five whose the Debt of Cavery Pauhum Vencatachellum for which

this Defendant became bound to the Complainant was also Dated the said twenty Sixth day of April One thousand Seven hundred and Sixty five being the same day this Defendant Granted his Security Bond, and with regard to the Plea of the Complainant in his Replication that since the last Statement he this Defendant to have Declared before Substantial Witnesses that if the Complainant would leave Cavery Pauhum Vencatachellum upon his aforesaid Receipt of the Seventeenth of October and receive what he could from him and that whatever Difference might Remain due on his said Security Bond this Defendant would discharge, this Defendant denies to have told the Complainant any of the like and if this Defendt did, with Submission to this Honble Court believes the same to be of no force or Validity and doubts not but this Honble Court will be of the same Opinion being only upon a bare and Naked Verbal Agreement, as to the Complainants saying he is ready to Credit this Defendt for the Sum of Ten Pags twenty Eight fanams & twenty Cash the Amount of the Sale of the said Cavery Pauhum Vencatachellums Effects and Debt this Defendant for the Court Charges this Defendant in Answer thereto presumes he the Complainant ought to have done that in the beginning that as he did not his Account Current may therefore on that Account as well as for the Reasons Already alledged be looked upon in such light as many more Differences may be Expected and this Defendant Still insists the Ballance thereof to be no more than the Aforesaid Sum of twenty three Pagodas Seventeen fanams and ten Cash this Defendant denies to have made use of any Deceitfull and artfull Proceedings whereby the Complainant thought convenient to Prolong his Replication in such a Length, which this Defendant really believes to have been done for no other Purpose than to Perplex this Honble Court but as this Defendt is under an Obligation to Rejoin in every Respect to what the Complainant had set forth on that head this Defendant persuaded the Complainant as aforesaid to Settle Accounts with the said Cavery Pauhum Vencatachellum of what had been paid and what Remained due from the two Loans this Defendt thinks it was not the duty of the Complainant to do so tho this Defendt

Ordered the Complainant or any Person for him to do it and Obtain a Receipt from the said Cavery Paukum Vencatachellum, and this Defendant denies to have intreated the Complainant a Month after the said Receipt being given to sue the said Cavery Paukum Vencatachellum into this Honble Court for the said Ballance of Forty Six Pagodas and twenty Six fanams upon a promise that if there was not Sufficient to pay the Ballance due on his Security bond this Defendant would pay the rest, this Defendant further saith that he had no hopes or to have ever imagined in the Manner Setforth in the Complainants Replication but this Defendant lookt upon himself to tally Discharged from his Security Obligation as aforesaid And this Defendants Standing Bail for the said Cavery Paukum Vancatashallum was on no other Motive than out of freindship sake and his Reasons for Surrendering up the said Cavery Paukum Vancatashallum Again was that as there was a Mortgage Obligation on his said house and unsufficient to pay the Complainants Debt this Defendant being afraid lest the said Cavery Paukum Vencatashellum would make his Escape or abscond from the Jurisdiction of this Honble Court as this Defendant thought he must be liable to make good the Complainants Demand as he became bound at first on his Security bond and for no other purpose but not in the manner related by the Complainant in his Replication this Defendant denies to have received of the said Cavery Paukum Vancatashellum the Sum of Twenty Pagodas in Cash and the Sum of Twelve Pagodas in Cattle to compromise this affair but true it is that the said Sum of twenty Pag^s on Account of other Petty Debts for which this Defendant stood Security as to the twelve Pagodas of Cattle this Defendant admits to have Detained three Head of Cattle which was done upon some other Cause and had been since quitted by him, this Defend^t saith that the Complainant himself Released the said Cavery Paukum Vancatashallum when and at which time this Defend^t made no Engagements

with the Complainant on that head but this Defendant doubts not to prove that it was the Complainant himself or some one for him that advised the said Cavery Paukum Vancatashellum to abscond Neither did this Defendant get himself in Readness to abscond well knowing the Complainant could have procured a Warrant of Sequestration on his Effects and which might have tended much more to the Prejudice of himself and family and that by Virtue of a Tallier this Defendant appeared before John Call Esqr which was some days before the said Cavery Paukum Vancatashallum's Effects were sold when the said John Call Esqr advised this Defendant to Settle the affair which this Defendant at first rejected doing by saying it would be very hard upon him if he should be forced to do it when or notwithstanding a Bill was already filed against the said Cavery Paukum Vancatashallum into this Honble Court upon a fresh Receipt with which this Defendant has no Connection with, but by the threats this Defendant had then received acknowledged to be indebted that this Defendant might be Released least he should been confined if he had not. As the litigious Dispute is laid before this Honble Court to whose just Judgement this Defendant most humbly Submits his Cause but to what further Particulars in the Complainants Replication contained to which this Defendant hath not Rejoined into are Matters of no Consequence and a Repetition to what this Defendant hath already Said

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 and by his said Answer he hath ..... already Prayed

Pr. Reeffer
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 Coja Mocortoom Mirzam is Complainant and Poncal Narnapah Naick 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 Ninapah 2d ..... Do You know, or do You not know of any Writing obligatory that passed between the Complainant and Defendt in this Cause, If Yea what writing Obligatory, by whom executed, and in whose favour, and on what Conditions, was the said Writing Obligatory drawn when & where, and has the said Obligatory Writing been Discharged or what part thereof, and by whom, and in what manner and by what means, If Yea fully and truly Declare, Do you know or do you not know If any Ballance is remaining, what Ballance, and from whom & in whose favour, and whether the same was Demanded and by whom, and whether the demand was Complied with, or passed on that head to the best of your Knowledge truly Declare; do You know or do you not know, that the Compl. and Defendant at any time had a meeting and what was the subject and the particulars of their Conversation, the whole You know concerning this Matter truly and particularly Declare, Do you know or are you acquainted that the Defendant at any time Sollicited the Complainant to sue any person in Court, If Yea, what Person on what & whose Acct what Sum & on what Conditions and whether the Complainant complied and what was the Consequence If Yea, truly and particularly Declare do you or do you not know of any person or Persons, bringing a Messuage to the Complainant touching this Suit If Yea what person or persons by whom where they sent what was the purport of their Messuage, & to whom delivered & what

Answer did they receive what time were they sent, If Yea particularly and truly to the best of Your Memory declare, Do You or do You not know if the said Person or Persons, were sent at any other time & from whom & what was then the purport of his or their Messuage & what Answer did he or they receive, & from whom, If Yea fully & truly declare

To Swamy Naick 3d ..... Where You or where You not sent by the Complainant to the defendt at any time or times, to demand any Sum or Sums, If Yea, when and where, what Sum or Sums, on what Account and what Answer did You receive truly and fully Declare. do You know or do You not know, If the Defendant came to the Compl-lainant at any time, with whom he came and what was the purport of his Business and Subject of his Conversation with the Defendant and how You came by that Knowledge and when and where, truly and particularly to the best of Your ..... Memory Declare

To Timoply Modeley 4th ..... Do You or do You not know of the Defendants making any Acknowledgement of being Indebted any Sum or Sums to the Complainant, If Yea what Sum or Sums and on what Account and to whom did he make that Acknowledgment, and what Induced him to make such an Acknowledgment, and what further passed on that head truly and particularly Declare

To Vencatachellum Chitty ... 5th ..... Do You or do You or do You not know, of the Defendants receiving any Goods Chattels or money on Account of any Debt due to the Complainant, If Yea, from whom did the Defendant receive such particulars, and what Goods Cattels or money, and on what Debt or Account when and where and did the Defendant ever delivered or pay the same to the Complainant or with whom the same remains, and how You came by this Knowledge faithfully and punctually Declare

To Shevoy Surapille 6th ..... Do you or do You not know of the Defendants receiving any Goods Chattels or Money on Account of any Debt due to the Complainant, If Yea, from whom did the Defendant receive such Particulars

and

and what Goods Chattels or Money or for what Debt or Account when and where did the Defendant receive the same, and did the Defendant ever Deliver or pay the Complainant the Particulars, or with whom the same remains, and how You came by this Knowledge truly and particularly Declare

To Varma Naick Thurchia and Bacha Levi

7th ..... If Ever you or where You not sent with any Message to the Compltt If Yea, by whom sent, when and where, and what was the purport of Your Message and to whom did You Deliver the same and what Answer did you receive truly and fully Declare, when You or where You not sent at any other time with a Message to the Complainant and by whom, and what was the Subject of the Message and what Answer did You receive truly and particularly Declare

To Bell Thirlwell

8th ..... Had You or had You not at any time or times any Meeting with the Defendant Concerning any Matter Relating to this Suit, If so what Time or times had You when and where, and what was the purport of Your Conference at those times, truly and fully Declare, do You know, or do You not know of any Proposals made for to Accomodate this Suit, If Yea, by whom were the proposals made, what were the Terms of them to whom proposed, and how far were they Successfull Carryed to the best of Your Memory truly and particularly Declare Whether You or were You not employed or Deputed by any certain person to Act in any Respect or to Deliver any Message relative to this Suit, If Yea by what Person were You employed and in what Respect, and to what Person were You sent, when and where, and what was the purport of such Message and what Answer You received, fully and truly Declare and every Particular You know, are Acquainted with or Called in Regarding this Suit

To all the Witness ..... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matter in Question in this Cause that may tend to the Benefit or Advantage of the Complainant, If Yea

Declare the same as fully as if You had been thereunto Particularly Interrogated

James Hathaway
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Cya Mocattoom Mingam Complainant and Cancal Narrapah Naick Defendant.....

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

Ninapah of Madras Cencoply Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 23 day of October 1766 Sworn at the Office of Mr Thelyp Pfeffer Attorney for the Defendt by Canacapah who left a Note of the Name Stile and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainant 18 Years, and the Defendant 5 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, the Complainant lent to one Venatachellum Seventy Pagodas, for which Sum Venatachellum gave to the Complainant a Bond and the Defendant Poneal Narrapah Naick bound himself to the Complainant for the payment of the said Sum, if Venatachellum did not Venatachellum and the Defendant jointly paid to the Complainant on Account of the aforesaid Bond 39 Pagodas a Ballance of 31 Pagodas still remaining, the Complainant demanded payment of the same from the Defendant. The Defendant told the Complainant he had been ..... Deceived by Venatachellum whom the Complainant had better put into Court

and get what money he could from him afterwards if there should be any thing still remaining due to the Complt. He the Defendt. would pay it to him — the Complt. Accordingly put Vencatachillum into Court but could only get Ten Pagd. & some fanc. from him: the whole of which the Complt. was obliged to pay away for Court Charges. the Complt. then went and Desired of Mr. Call, that he would oblige the Defendt. to pay him the 31 Pagd. due on Vencatachillum's Bond. Mr. Call thereupon Ordered the defendt. to pay 31 Pagd. to the Complt. the Defendt. promised he would pay the said Sum in one months time: but did not, upon which the Complt. put the Defendt. into Court — After the Complainant had put the Defendant into Court, the Defendant sent word to the Complainant that he would pay him the 31 Pagd. and the Court charges: but the Complainant would not agree them insisting, that the Defendant should pay besides, the Interest on the thirty one Pagodas more this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Coja Mocartoom Mirzam Complainant and Poncal Narnapah Naick Defendant

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

Swamie Naike of Madras Peon Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 23d day of October 1766, shewn at the Office of Mr. Philip Reeffer Attorney for the Defendant by Canapah who left a Note of the Name Title & Place of abode of the said Deponent and afterwards on the same day being

being Sworn and Examined Deposeth as followeth

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

6d To the third Interrogatory this Deponent saith, about Six Months ago he was sent by the Complainant to the Defendant's house, for to Demand from the Defendt. the payment of 43 or 44 Pagodas, due from him to the Complainant upon the Defendants wanting to defer payment till another time, this Deponent took the Defendant along with him to the Complainant when the Defendant desired the Complainant to put one Vencatachillum into Court and get what money he could from him on the Defendant's Account which Money the Complainant should keep, and afterwards if any Ballance might Still remain due to the Complainant, He the Defendant would pay it — further this Deponent deposeth not to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Coja Moocartoom Mirzam Complainant and Poncal Narnapah Naick Defendant

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

Trimoply Modely of Madras Conicoply Aged 31 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 23d day of October 1766 shewn at the Office of Mr. Philip Reeffer Attorney for the Defendant by Canapah who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth.

1st To

1st ..... To the first Interrogatory this Deponent Saith, he is not Acquainted with the Complainant and knows the Defendant only by sight

4th ..... To the fourth Interrogatory this Deponent saith, some of the Complainants people came to Mr Call and Complained to him, that the Defendant was indebted to the Complainant: whereupon Mr Call Sent for the Defendant the Defendant accordingly came to him, and promised to the Complainant people that he would satisfy the Complainant — further this Deponent Deposeth not to this, or to the last Interrogatory

Sworn &c

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Coja Moortoom Mirzam Complainant & Concal Narrenpah Naick Defendant

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

Vencatachellum of Madras Conicoply Aged 43 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 7th day of October 1766 sworn at the Office of Mr Philip Ruffer 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 knows the Complainant by sight only the Defendant he has been acquainted with these 4 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent saith about six Months Ago he went with one Vencatachellum to the Defendants House, where Vencatachellum said to the Defendt I gave You twenty Pags to pay to the Compl[t]

which Sum if You deliver to him, it will be the better for me, the Defendt answered thereto, if You will bring and give up to me my Security Bond for you to the Complainant & the one Pag[a] I paid to You: I will deliver up this 20 Pagodas you have given Me, to the Complainant — more this Deponent Deposeth not to this or to the last Interrogatory

Sworn &c

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Coja Moortoom Mirzam Complainant & Concal Narrenpah Naick Defendant

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

Ramah Naike of Madras Merchant Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 23d day of October 1766 sworn at the Office of Mr Philip Ruffer Attorney for the Defendant by Canapah 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 Complaint 10 Years and the Defendant 15 Years or thereabouts

7th ..... To the Seventh Interrogatory this Deponent saith, about four or five Months ago, one Ballchistnah sent for him to his House where this Deponent saw the Complainants Conicoply Nainapah and the Defendant Concal Narrenpah Naick — Ball Kistnah then Desired this Deponent to attend to the dispute between the Complainants Conicoply Nainapah and the Defendant Accordingly this Deponent heard the Defendant tell Nainapah, that he was only able to pay the Compl[t] the Principal thirty one Pagodas, which he would do in one

Months time Ninapah said no, that will not do, you must pay the principal and Interest, also the Court Charges further this Deponent deposeth not to this, or to the last Interrogatory

Richard Latham

Examiner

Mayor's Court at Madraspatnam

Between Coja Mocortoom Mirzam Complainant and Poncal Narnapah Naick Defendant

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

Shershia of Madras Braminy Aged 40 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 24th day of April 1766 shewn at the Office of Mr. Philip Reeffer Attorney for the Defendant by Conapa who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn & Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainant 2 Years and the Defendant 4 Years or thereabouts.

7th ..... To the Seventh Interrogatory this Deponent saith, about Six Months ago he was at one Ball Kistna's house, at which time the Defendant came there Ballkistna then said to the Defendt. why don't you settle with Coja Mocortoom Mirzam the Defendt. answered, I can only pay the Compl.t thirty one Pagr. of You can persuade him to accept of it and settle with me I shall be much obliged to you? Ball Kistnah replyed to the Defendt. I will send for Ninapah the Compl.ts Conicoply more this Deponent deposeth not, to this or to the Last Interrogatory

Richard Latham

Examiner

Mayor's Court at Madraspatnam

Between Coja Mocortoom Mirzam Complainant and Poncal Narnapah Naick Defendt.

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

Basha Cowl 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 24th day of October 1766 shewn at the Office of Mr. Philip Reeffer Attry for the Defendant by Canapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant, but has known the Defendant 10 Years or thereabouts

7th ..... To the Seventh Interrogatory this Deponent saith, some time ago he was at one Ball Kistnah's house, when Ballkistnah desired him to go and fetch Ninapah the Complainants Conicoply upon Ninapah's coming, Ball Kistnahs said to Ninapah, here is the Defendant willing to pay to the Complainant the principal due to him of thirty one Pagr. Ninapah said that would not do, the Defendt. must pay the whole principal & interest, & the Court Charges — the Defendt. made Answer, I cannot pay any more than the principal — further this Deponent deposeth, not to this, or to the last Interrogatory

Richard Latham

Examiner

Mayor's Court at Madraspatnam

Between Coja Mocortoom Mirzam Complainant and Poncal Narnapah Naick Defendant

Depositions of Witnesses taken in this Cause by and before the

Examiner in this Court as followeth.

Ballkistnah 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 3 day of November 1766 shewn at the Office of Mr. Philip Reeffer Attg for the Defendt by Canapah 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 4 Years and the Defendant 12 Years or thereabouts

8th ..... To the Eighth Interrogatory this Deponent saith, about three Months ago the Defendant came to his house, and desired he would settle for him a Account of thirty One Pagr. that He the Defendt owed to the Complt. for which sum the Defendant had been Security for one Vencatachillum, to the Complainant: the Defendt. likewise told this Deponent, that he was not able to pay the Court charges and the Interest, but that he was willing and could pay the Principal (31) Pagr., on one Months Credit — this Deponent thereupon sent for Ninapah the Complts. Conicoply and Related to him what the Defendant had said; Ninapah told this Deponent, he might come the next morning with the Defendant to the Complainant and the Defendant might settle matters with him — the next Morning the Defendant Came to this Deponent and told him, that Ninapah the Complainants Conicoply had Persuaded Vencatashillum to quit the place and that Ninapah had seized the Defendants Effects — therefore he the Defendant would not stand to the Agreement with the Complainant he had mentioned the proceeding day, but would run the Vigue of the Suit — more this Deponent deposeth not, to this, or to the Last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Coja Mocortoom Mirzam Complt. and Poncal Narnapah Naick Defendant

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

Shevoy Surapille of Triplicane Conicoply Aged 45 Years or thereabouts being produced as a Witness in this Cause, on the part of the Complainant was on the 27th day of October 1766 shewn at the Office of Mr. Philip Reeffer Attorney for the Defendt. by Canapah who left a Note of the Name Title and 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 has known the Complt. 1 Year and the Defendant 6 Months or thereabouts

6th ..... To the Sixth Interrogatory this Deponent saith, about four Months ago he went to Mr. Calls house with Vencatachillum, the Defendant, the Complainants Conicoply and Mr. Hathaway — the Complainants Conicoply and Mr. Hathaway complained to Mr. Call, that the Defendant was indebted to the Complainant — Mr. Call asked the Defendant whether he had not been Security for one Vencatachillum to the Complainant? for the Sum of seventy Pagodas, and if he had not received twenty Pagr. from Vencatachillum to pay to the Complainant? the Defendant Answered, that he had both been bound for Vencatachellum to the Complainant in the Sum of (70) Pagr. and had received (20) Pagodas from Vencatachillum to pay to the Complainant which twenty Pagr. he Designed paying to the Complainant and would also satisfy him for what further Ballance might be Due from Vencatachillum more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom

Examiner

Interrogatories to be Administred to such Witnesses that shall be produced Sworn and Examined in a Certain Cause depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Coja Mecartoom Mirzam of Madras Merchant is Complainant and ... Penkalla Narnapah Naick also of the same place ... Merchant Defend^t One the part & be half of the Defend^t

To all the Witnesses 1st ..... Do You know, or do you not know, the above Parties Complainant & Defendant, or either, and which of them and how long have you known them respectively Declare

To Andiapah 2^d ..... Do You know or do you not know one Cavery Paukum Vencat=ashellum if Yea? did he or did he not borrowed and receive from the Complainant any Sum or Sums of Money if Yea? what Sum and upon what Account did he borrow such a Sum and who stood Security for him to the Complaint^t for the borrowing of such a Loan, did the said Cavery Paukum Vencatachellum or did he not since pay the Complainant some or sums of Money in part of his Bond so given to the Complainant if Yea? what Sum and in what manner did he so pay such sum and at what time, do You know or do You not know of the Complainant ever sending for the said Cavery Paukum Vencatachillum if Yea? on what Account. and did he or did he not settle Accounts with the Complainant and what was the Ballance the said Cavery Paukum Vencata=chillum then appeared to be indebted to the Complainant and was or was not such amount Settled by the Consent and approbation of the Defendant or not did the Complainant or did he not take a receipt of the said Cavery Paukum Vencatachillum for the Amount of the said Ballance and what did

did the said Cavery Paukum Vencatachillum tell the Compl^t before he granted him such receipt and what was the Complainants Answer thereto, Did you or did you not acquaint the Defendant of what passed then between the Compl^t & the said Cavery Paukum Vencatachellum if Yea? what was the Porport of such advise, did you or did You not advise the Defendant to Secure his Security bond from the Compl^t and how came you to the Knowledge of this affair fully and particularly Declare? did he or did he not tell You that the Complainant advised him to run away & that he would sue the Defendant in Court, if Yea? when did he so tell You and what further ... Particular Discourse passed between you and the said Cavery Paukum Vencatachillum fully and particularly Declare do you know or do You not know of the Defend^t going into the Country if Yea? when, where, and what Country, and upon what business did he so go fully and Particularly Declare to such your knowledge or belief ...

To Andiapah Narnapah Chitty and Mootall Naique 3^d ..... Do You know or do you not know the Defendant to have detained any head of Cattle if Yea? how many head of Cattle and who did they belong to and for what reason did the Defendant detain them, and were they Detained upon Account of the Complainant or not did the Defendant or did he not since such ... Detention quit them, if Yea? for what reason did he so quite them and what has become of them since did the said Cavery Paukum Vencatachillum or did he not Sell any of the said head of Cattle if Yea? what Number fully and Particularly Declare

To Narnapah Chitty and Mootal Naike 4th ..... Do You know or do You not know of the Defendants ... Standing Bail for Cavery Paukum Vencatachillum in Court, if Yea? Did he or did he not afterwards run away were you, or were you not employed by the Defendant to go in Search after the said Cavery Paukum Vencatachillum, did you or did You not agree to the Same if Yea? where did you go in Search for him, did You or did You not find him out if Yea? Where and in what place and

may be the name of such Place and what did he tell you after you had so taken hold of him, did he or did he not refuse coming along with you if Yea? for what Reasons did he so object his Coming, Did you or did you not afterwards fetch him, if Yea? when did You carry him Did the Defendant or did he not in your Presence put many Questions to the said Cavery Paukum Vencatashellum, and what were his Answers fully and particularly Declare, did the Defendant or did he not sometime afterwards bring the said Cavery Paukum Vancatachillum and... Delivered him in Court in Discharge of his Bail if Yea? who was then in Company with the Defendant their Names in Particular fully Declare do you know or do you not know of the said Cavery Paukum Vancatachillum paying any Sum or Sums of Money to the Defendant if Yea? what Sum or Sums of money and on what Account was such Sum or Sums of Money and on what Account was such Sum or Sums of money ... fully and particularly Declare

To Armogum ..... 5th ..... Did You or do you know the Complainants Conicoply if Yea? who by name, and did the Defendant or did he not request the said Complainant ... Conicoply for the Delivery of his Security bond if Yea? what Answer did he give the Defendant the Purport thereof fully and Particularly Declare.

To Ramah Naick 6th ..... Do You know or do you not know of any Discourses passing ... between the Defendant and the Complainants Conicoply if Yea? what were the Purport of such Discourses, and when and where did the same happen fully Declare the same to the best of Your knowledge or belief

To Vamangaloo Naigue ... 7th ..... Do You know or do you not know of one Cavery Paukum ... Vencatachillum and was he not indebted to you any Sum or Sums of Money if Yea? what Sum or Sums and on what Account and who Stood Security to you for the same, and did he or did he not detain some head of Cattle if Yea? on whose Account, and did the Defendant or did he not since quit the Cattle if Yea? by whose Request did he so quit them fully and particularly ...

To all the Witnesses ... 8th ..... Do You know of any other Matter or thing that may tend to the ... Advantage and benefit of the Defendant Penkala Narnapah Naick and which is not here Particularly Interrogated if Yea? Declare the same to the best of Your knowledge Remembrance and belief

Pr. Reeffer
Attorney for the Defendant

Mayors Court at Madraspatnam

Between Coja Mocortoom Mirzam Complainant and Penkala Narnapah Naick Defendant

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

Andeapah of Madras Dubash Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 29th day of Novr. 1766 shewn at the Office of Mr. 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 & Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complainant 8 Years, and the Defendant 3 Years or thereabouts.

2d ..... To the Second Interrogatory this Deponent saith, he knows that Cavery Paukum Vencatashellum borrowed seventy Pagodas from the Complainant, to buy Bricks: and that the Defendant was security for Cavery Paukum Vancatachellum in the said Sum to the Complainant — of which Loan, Cavery Paukum Vencatachellum has since repaid to the Complainant, bricks, to the Value of Ninteen Pags. and the Defendant has paid to the Complainant, twenty Pagodas in Money on Account of the same some

time after, Ninapah the Complainants Conicoply, settled Accounts for the Complainant with Cavery Pauhum Vencatachillum in this Deponents presence when a Ballance of forty five Pagodas, and some fanams appeared to be due from Cavery Pauhum Vencatachillum, to the Complainant, some other Accounts before standing between them, having been inserted in this for the aforesaid Ballance Cavery Pahum Vencatachillum gave a fresh Bond to the Complainant and at the same time, demanded the Delivering up of the former bonds he had given to the Complainant. Ninapah said he would get them, and give them to him this adjustment of Accounts between Ninapah and Cavery Pauhum Vencatachillum, having been done without the knowledge of the Defendant, this Deponent went and Acquainted him therewith, and told him, he had better Demand the restitution of the Security Bond, he had given to the Complainant for Cavery Pauhum Vencatachillum — more this Deponent doth not know of this or to the Last Interrogatory.

Richard Latham

Examiner

Mayors Court at
Madraspatnam

Between Coja Mocattoom Murjan
Complainant and Penkala Narrapah Naick
Defendant

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

Narrapah Chitty of Madras Merchant Aged 27 Years or thereabouts being produced as a Witness in this Cause on the part of the

Defendant was on the 26th day of November 1766 shewn at the Office of Mr James Hathaway 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 the

1st
1 ..... To the first Interrogatory this Deponent saith, he has known the Complainant 12 Years and the Defendant 10 Years or thereabouts.

2d
2 ..... To the third Interrogatory this Deponent saith, about Six Months ago, the Defendt sent him to a place called Pondulum to fetch to Madras, Cavery Pauhum Vencatachillum who was there, as the Defendant was security for him in the Mayors Court, & to seize four of his cattle — this Deponent and a servant of one Ramangaloo Naigue who accompanied him, seized the four Cattle belonging to Cavery Pauhum Vencatachallum and brought Cavery Pauhum Vencatachillum himself to the Defendants House at Madras — Cavery Pauhum Vencatachillum then told the Defendant, that it was by the Direction of Ninapah the Complainants Conicoply, who was at that time present at the Defendants house, that he went away from Madras — more this Deponent deposeth not to this, the fourth and last Interrogatory

Richard Latham

Examiner

Mayors Court at
Madraspatnam

Between Coja Mocattoom Murjan
Complainant and Penkala Narrapah Naick
Defendant

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

Mootial Naigue of Madras Elephant keeper Aged 27 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the

26th day of November 1766 shewn at the Office of Mr. James Hathaway Atty 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 & Examined deposeth as followeth

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

3d ..... To the third Interrogatory this Deponent saith, about six Months ago, he went with one Narnapah Chitty to Kellour Tondolum by the Direction of Rangaloo Naique to look for Caveery Paukum Vencatachillum there, to seize four of his Cattle and to bring Caveery Paukum Vencatachillum to Madras — this Deponent and Narnapah Chitty said to Caveery Paukum Vencatachillum at Kellour Tondulum, how came You to run away, knowing that the Defendant was your bail to the Complainant in the Mayors Court? Cavery Paukum Vencatachillum answered I came away by the Direction of Ninapah the Complainants Conicoply, who told Me if I would Abscond, the Complainant would put the Defendant into Court and get the money the Defendant was Security for Me to the Complainant — this Deponent and Narnapah Chitty then seized the four Cattle at Kellour Tondulum, belonging to Cavery Paukum Vencatachillum, and brought Caveery Paukum Vencatachillum to the Defendants House at Madras: where, Caveery Paukum ..... Vencatachillum declared to the Defendant before Ninapah the Complainants Conicoply, that it was by Nanapahs Direction he had went away from ... from Madras, and by that Means lost his reputation — more this Deponent Deposeth not, to this, the fourth, and last Interrogatory.

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Coja Mocartoom ..... Mirzam Complainant and Penkala Narnapah Naick Defendant

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

Armogam of Madras Merchant Aged 32 Years or thereabouts, being produced as ... a Witness in this Cause on the part of the Defendant was on the 25th day of November 1766 shewn at the Office of Mr. James Hathaway Attorney for the Complainant by Canapa who left a note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

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

5th ..... To the fifth Interrogatory this Deponent saith, he is acquainted with the Complainants Conicoply, by name Ninapah also knows that the Defendant, about 6 or 7 Months ago, did request from Ninapah the said conicoply, to Deliver up to him his the said Defendants security bond, which he had given to the Complainant as Ninapah had taken a writing from Vencatachillum, for whom the Defendant was Security Ninapah told the Defendant, he would get his security bond delivered up to him — more this Deponent deposeth not to this, or to the last Interrogatory

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Coja Mocartoom Mirzam Complainant and Penkala Narnapah Naick Defendant

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

Ramah Naick of Madras Butler Aged 41 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 26th day of November 1766 shewn at the Office of Mr. James Hathaway Attorney for the Complainant by Conapah who left a Note of the Name Title and place

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

1st ..... To the first Interrogatory this Deponent saith, he is not acquainted with the Complainant but has known the Defendant 10 Years or thereabouts.

6th ..... To the Sixth Interrogatory this Deponent saith, about five Months ago, the Defendant sent for him to his house, to be witness to what Discourse should pass between him, the Defendant, and the Complainant's Conicoply by Name Ninapah At which time Ninapah said to the Defendant, you promised at Mr Call's House to pay me thirty one Pagodas, why don't you make good your words, and give it to me? — the Defendant answered, at the time I promised to pay you that Sum Caveery Paukum Vencatachillum had a house and some bricks in the kilen which house and bricks you have since sold, and received the money for them: also you house taken afresh bond for the Ballance from Caveery Paukum Vencatachillum therefore I will not pay you any more Ninapah then replyed to the Defendant, if You will not pay me I will put you into Court — to which the Defendant rejoined, if you do, I will write a Petition against You to the Governor — more this Deponent deposeth not to this, or to the Last Interrogatory.

Richard Lathom

Examiner

Mayor's Court at Madraspatnam

Between Coja Mocartoom Mirzam Complainant and Ponkal Narnopah Naick Defendant

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

Ramangoloo Naick of Madras Dubash Aged 30 Years

or thereabouts being produced as a Witnesses this Cause on the part of the Defendant was on the 26th day of November 1766 shewn at the Office of Mr James Hathaway Attorney for the Complainant 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 as followeth

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

7th ..... To the Seventh Interrogatory this Deponent saith, Caveery Paukum Vencatachillum was indebted to him five Pagodas, which sum this Deponent lent to Caveery Paukum Vencatachillum about ten months ago — and the Defendant was Security to this Deponent for the payment of the said Sum or for the Delivery of so many bricks to the like value: in which Caveery Paukum Vencatachillum had promised to repay this Deponent — Two or three months, since this Deponent Demanded payment of the five Pagodas from the Defendant: the Defendant said Caveery Paukum Vencatachillum is run away. he has four Bullocks near Poonamallee, if You will send a man there, I will send another, and we will seize those Cattle — this Deponent accordingly by his servant and the Defendant's, seized the four Bullocks belonging to Caveery Paukum Vencatachillum — Caveery Paukum Vencatachillum has since taken away one of the Bullocks, the other three are Still under the care of the Defendant and this Deponent more this Deponent deposeth not, to this, or to the last Interrogatory

Richard Lathom

Examiner

Mayor's Court at Madraspatnam

Tuesday the 31st day of March Anno Domini 1767

L.S.

Present

Anthony Sadlier Esquire Mayor

Peter Mariette — John Debonaire &

Charles Smith — Aldermen

Mayor's Court

Between Cojah Moocartoom Mirzam of Madras Merchant Complainant and Poncal Narnapah Naick also of the same place Merchant Defendant

This Cause coming on to be heard, and Debated this day in the Presence of the Attornies on both Sides on Reading the Complainant's Bill with a translate of an Obligation and an Account Current annexed The Defendant's Answer, The Replication, The Rejoinder, The Interrogatorys and Depositions on the part of the Complainant, The Interrogatorys and Depositions on the part of the Defendant, On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon, It Appearing to the Court that the Complainant has produced Sufficient Proofs of the justness of his Demand, This Court doth therefore think fit to Order and Decree and doth..... Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of thirty five Pagodas and twenty eight fanams (Pagodas 35,, 28,,,,) together with such Interest as now is or shall hereafter become due thereon untill full payment is made

also all Costs of this Suit

Pour

Court of Appeals at Madraspatnam

Thursday the 20th August 1767

Between Poncal Narnapah Naick..... Appellant

Coja Mocartoom Mirzam..... Respondent

This Cause coming on this day to be heard and Debated before the Court by the Attornies on both Sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon'ble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 31st March..... Anno Domini 1767 and upon due Consideration had of the Matters therein..... Severally contained and of the Pleadings and Arguments used by the Attornies on both Sides, This Court doth think fit to order and Decree and doth..... Accordingly order and Decree that the Decree of the Hon'ble the Mayor's Court given in this Cause do stand Confirmed and that the Appellant's Petition be hence Dismissed with Double Costs in this Court

Pour W. M. Goodlad Clerk

Read and filed 19th April 1763

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

The Humble Petition of.... Tannapah of Madras Bricklayer

Sheweth

That Your Petitioner Purchased of Vencatasha of Madras aforesaid

aforesaid Gardner on or about the Fifth day of July in the Year of our Lord one
thousand Seven hundred and fifty one a certain piece of Ground Lying and being
in Pedd Nangaiee Pillai in Kellyapiche Garden Street which will more fully
and at large appear by Translate of the Obligation of the said Vencatachillum and
Copy of the House Bill of Sale hereunto annexed for the inspection of this Honble

Your Petitioner after the purchase of the said Piece of Ground for
the said Vencatacha Built thereon a Tenement or Dwelling House and liv
in the said house for the space of Twelve Years or thereabouts at the time Your
purchased the said Piece of Ground He Required of the said Vencatacha to procure
a Choultry Bill in Your Petitioners Name for the same and the said Vencata
before he left Madras to go to the Southward Declared before the Fauzd
Connacopily that he had sold unto Your Petitioner the said piece of Ground
which Your Petitioner will groom when Required by this Honble Court

Your Petitioner humbly begs leave to inform this
Honble Court that Mercatoom Mirzam of Madras aforesaid Merchant
hath Illegally obtained an Execution on the aforesaid House and Ground of
Your Petitioner under the presumption and pretence that the said House and
Ground were the Right and Property of Condapah the Brother of the
aforesaid Vencatacha against whom the said Mercatoom Mirzam hath
filed a Bill of Complaint and Commenced a Suit in this Honble Court

Your Petitioner therefore humbly prays this
Honorable Court to grant him Relief in the Premises together with such
Reasonable Costs he hath Sustained by the Illegall Execution & surreptitious
Obtained on the said Premises by the aforesaid Mercatoom Mirzam

And Your Petitioner as in Duty bound will Ever pray

William Bishop

July the 5th 1751.

I Vangatacha do hereby Acknowledge to have given this Obligation to Tumapah
as followeth that I have sold to you a spot of Ground Containing in Length from East to
West Seventy five Feet and in Breadth from North to South thirty five feet
Situated at Pedda Nargiee Pillah in Goriandoo Nargiee Street, and I received of You
the Value Sum of Twenty three Pagodas and also I have Mortgaged to you my own Dwelling
House Bill of Sale in till I deliver You the Bill of Sale for the above mentioned
Ground Thus I Consent and given You this Obligation Witness unto my hand are Tumapah
Modelly and Ramah Kistnah Pillah by their Consent Drawn by Nella Tamby

The X Mark of Vencatacha

Witnesses
Tumapa Modelly
Rama Kistnah Pilly

Said to be a Translate as near as can be taken from the
Mallabar Language by Connacapa Chetty Interpreter

Wm Bishop
Attorney for the Petitioner

Know all Men by these Presents that I Shenada pulley Son of Mutta
pulley Dessayd for and in Consideration of the Sum of Twenty two Pagodas to Me
in hand paid by Kistnah pulley Do by these presents Bargain and Sell unto
him the said Kistnah Pulley a piece of Ground Standing in the Pedd Nargiee
Pillai in Kellyapiche Garden Street between the Houses of Vencatapilly and
Kistnah Pulley in Length East and West eighty five and a half feet and
in Breadth North and South thirty four To have and to hold the said
Ground unto him the said Kistna pulley his Heirs and Assigns for Ever Witness
my Hand in Fort St George this 11th Day of August 1746

Wm Monson
Wm Harris

Registered August the 25th 1746
M Compson Regr

Read and filed
23 Augt 1763

The Answer of Mercartoom Mirzam of Madras Merchant Defendant to the Petition of Taunapah also of the same place Complainant

This Defendant Saving to himself all benifit of Exception to the many Errors and Imperfections in the said Petition Contained for Answer thereunto or unto so much thereof as He is advised doth materially concern him this Defendant to make answer unto He this Defendant says that the said Complainant having by Petition to this Hon'ble Court Setforth that one Vincatasha of Madras Gardner did sell unto the said Petitioner on or about the fifth day of July which was in the Year of our Lord One thousand Seven Hundred and fifty One, a Certain Piece of Ground lying and being in Peddanaigues Petta in Hallyricks Garden Street and that the said Petitioner did built a Tenement or Dwelling House, and that the said Petitioner did live in the said House for the space of twelve Years or thereabouts and that this Defendant hath Surreptitious by obtained an illegal Execution on the said Premisses

This Defendant therefore thinking himself Obliged.... to Answer the several Matters above recited by representing unto this Hon'ble Court that the said Vencatasha was never invested with any right or Title to the Premisses now Seized by the Sheriff by Virtue of a Warrant of Execution Given by this Hon'ble Court as the said Vengadasha is only one of the Sons of Kistnah Pullah and Brother to Cundapah, and in order to evince to this...

Honorable

Hon'ble Court the falsity of the Petitioner's Complaint this Defendant humbly begs the Attention of this Hon'ble Court to the following Narrative relative to this affair that on or about the fourteenth day of August which was in the Year of Our Lord One thousand Seven hundred and forty Six, that the said Kistnah Pullah Father to the said Vencadasha did Purchase from Shevanada Pully Son of Muta Pully Deceased on Piece of Ground as recited by the Petitioner's Bill of Sale and annexed unto his Petition as also for the sum there mentioned, and that the said Kistnah Pullah did Build Mud Walls thereon some time after the said Mudwalls were Built, the said Vencadasha his Son who then lived with his Father the said Kistnah Pullah, requested from his Father Permission for the Petitioner to Build a Small Tenement to Shelter him from the inclemency of the Weather to which request of his Sons the said Kistnah Pullah readily Complied with that the Petitioner some time after this indulgence was shewn him begun to enlarge the said Tenement without ever acquainting the said Kistnah Pullah therewith, which Proceeding greatly irritated the said Kistnah Pulla who was the True Owner and... Proprietor of the said Ground and the said Kistnah Pullah being highly incensed at the liberty the Petitioner had taken did immediately go and make his Address to John Smith Esqr who sent for the Petitioner and when the Petitioner came and produced the said Bill of Sale of the said Piece of Ground, and said that He had Purchased the same from the said Vencatachella one of the said Kistnah Pullah's Sons the said Kistnah Pullah was greatly Astonished to see the said Bill of Sale of the said Ground in the Possession of the Petitioner then the said Kistnah Pullah thought his said son Vencadasha was Accessary to this roguery and which.... induced the said Kistnah Pullah with much Reluctance and Grief to recite unto the said John Smith Esquire the many Vile Tricks of his said.... son the said Vengadasha, and how much He had Suffered from the Misconduct

and

and Disobedience of his said son the said Vencadasha, who would never adhere to the whole some Admonitions or Exhortations of his Father the said Kistnah Pullah and upon are hearsal of them the said John Smith Esquire was pleased to Compassionate the Poor Aldman, and who immediately ordered the Petitioner to Desist from his said Building and which the Petitioner did Assent unto and which is manifestly the materials being left unto this day upon the said Ground and the said Tenement unfinished, so that its very clear and Conspicuous that the said Vencadasha had not any Authority or Power invested in him to sell or Dispose of the said Premisses now seized by the Sheriff by Virtue of the said Warrant of Execution which this Defendant hath legally Obtained as the said Kistnah Pullah and Cundapah were indebted unto him this Defendant in the full and just Sum of One hundred & Eighty five Pagr with the Interest due thereon, and for which Sum the said Kistnah Pullah, and Cundapah, did Mortgage the said Premisses now Seized by the Sheriff and which Debt they have Acknowledged to before this Hon'ble Court, so that its Demonstrable that the Warrant of Execution is lawfully Obtained and not Surreptitiously as the Petitioner has falsly represented in his Petition.

This Defendant therefore humbly Prays this Hon'ble Court will take the Premisses into their Consideration and Order and Decree that the Sheriff may forthwith be Ordered to put the Warrant of Execution in force by selling the Premisses by Publick Outcry, and that this Defendt may be hence Desmissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained.

Willm Cranwell
Attorney for the Defendt

Interrogatory is to be Administred to such Witnesses as shall be produced Sworn and Examined on the part of the Complainant in a Certain cause wherein Coja Moocortoom Mirzam is Complainant and Taunapah 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 Kistna Pully and Cundapah ... 2d ..... Do You know or either of You or did You not Purchase a Spot of Ground now in Dispute, If Yea from whom did You buy the said Ground, for what price what Length and Breagth where situated and in what Month or Year did You buy the same, to the best of Your Memory fully and truly Declare Did you or either of You or did You not Receive any Choultry Bill as Title Deeds for the said Ground If Yea in whose Name and where are those Title deeds in whose Custody faithfully and particularly Declare Did You or either of You or did You not Mortgage such Ground to any Person or Persons If Yea to whom and for what Sum in what month or Year was there or was there not any building on the said Ground when Mortgaged and was the same Mortgaged with the Ground and was the same ever Redeemed and whose property is it now particularly and truly Declare Do You know or do You not know of any Demand made on the said Ground by any Person if Yea by whom and by what Power or Authority doth he make such a Demand and who Impowered him with such a Demand, All what You know Relating hereto faithfully Declare.

To all the Witnesses 3d ..... Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Case that may tend to the Benefit or Advantage of the Complainant

Complainant If You Declare the same as fully as if You had been thereunto particularly Interrogated.

James Hathaway
Attorney for the Complainant

Mayors Court at
Madraspatnam

Between Cojah Mocortoom Mirzam
Complainant and Taundapah Defendant

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

Kistna Pulley of Madras Cowkeeper Aged 90 Years or thereabouts, being produced as a Witness in this Cause, on the part of the Complainant was on the 29th Day of November 1766 shewn at the Office of Mr. Philip Ruffer 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 6 Years, and the Defendant 10 Years or thereabouts

6d 2 ..... To the second Interrogatory this Deponent saith, more than twenty Years ago, he purchased a spot of Ground for twenty two Pagodas, situated at the end of Govindapa Naiques Street, the Demensions he does not remember this Deponent received a Choultry Bill of Sale for the said piece of Ground, made out in his own name which he kept in a pot, under his own Custody About twelve Years ago, Vencadashen this Deponents eldest son, absconded and at the same time stole away the said Choultry Bill of Sale, and [illegible]

Deponent was informed By this Deponents consent, Cundapah his Youngest Son Mortgaged the said Piece of Ground and a house to the Complainant neither of which has been Yet redeemed the Defendant now Claims the said Piece of Ground, which he says he purchased from this Deponents eldest Son Vencatashen, by Virtue of the Choultry Bill of Sale, which he has in his possession — more this Deponent Deposeth not to this, or to the last Interrogatory

The Mark of n Kistna Pully

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Coja Mocortoom Mirzam
Complainant and Taunapah Defendant

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

Cundapah of Madras Merchant Aged 32 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 29th Day of November 1766 shewn at the Office of Mr. Philip Ruffer 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, about 25 Years ago, his Father Kistnapulley purchased from one Shevenada Pillah, a spot of Ground Situated in Govindapa Naiques Street eighty five feet in length, and thirty four feet in breadth (to the best of his remembrance) for twenty Pags. his father Kistnapulley, received a Choultry Bill of sale for the same, made out

in his own Name, which he kept under his own Custody, in a pot some time after, this Deponents Father mortgaging, a house & the aforesd piece of Ground to the Complt for one hundred & eighty five Pags went to look for the Bills of Sale for them, to Deliver to the Complt but could not find, that for the piece of Ground which he was informed afterwards had been stolen away by his eldest son Vencatashen, & Delivered by him to the Defendt who now claims the said piece of ground as his own, having purchased it as he says from Vencatachillum, & by being in possession of the Choultry Bill of Sale for it — this Deponents father, he never yet redeemed from the Complainant, the aforesaid House and piece of Ground which he mortgaged to him — more this deponent deposeth not to this, or to the Last Interrogatory

Richard Lathom

7 3 5 4 6 9

Examined

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 25th Day of August Anno Domini 1767

Mookertoom Mirzam

vers

Kistnah Pullah and Cundapah

Petition of Tonapah with a Translate of an Obligation and Bill of Sale annexed

Answer of the Respondent Moocartoom Mirzam Read

Interrogatories on the part of the Respondent Mookartoom Mirzam Read

Two Depositions taken thereunto Read.

The Matter in Dispute between the Petitr Tonapah and the Respondent Mookartoom Mirzam regarding the Premisses seized by the Sheriff coming on to be Determined this day in the presence of the

the Attornies on both sides on reading the Petition with a Translate of an Obligation and Bill of Sale annexed, the Respondents Answer the Interrogatories and depositions on the part of the Respondent, on hearing the Arguments made Use of by the Attornies and on due Consideration had thereon — It appearing by the Choultry Bill of Sale annexed to the Petition that the Premisses in Dispute were sold to Kistnah Pullah, and it does not appear that any Assignment thereof was made to Vancatashan, and that he had therefore no right or Title to the same, and Consequently could not dispose thereof, It is therefore Ordered that the Petition shall be thrown out, and the Premisses sold towards Payment of the Complainants Demand, and that the Petitioners shall pay all Costs

Hur

Read and filed 1st Septr 1767

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Fraser Captain in the Honble United English East India Company Service on the Coast of Coromandel by his Attorney Charles Desvoeux of Fort St George Merchant that Tandavarayah late Subadar in the said Service stands indebted unto Your Orator in the full and just Sum of three hundred and Twelve Pags Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagd Eight Shillings the Sum of One hundred and Twenty four Pounds and Sixteen Shillings As will more fully and at large appear by Translates of a Mortgage Obligation from the said Tondavoyrah to Your Orator and also two other Obligations hereunto annexed for the Inspection of

Your Orators Bill of Complaint Wherein your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested payment from the said Sandanarayah of the said Sum of three hundred and Twelve Pagodas

But now so it is may it please this Honble Court the said Sandanarayah Obstinately and wilfully refuse to pay the same or to give your Orator any Manner of Satisfaction touching the Premisses Your Orator therefore prays a Genral Writ of Subpoena to this Honble Court shall appear against him to Guilty and good Conscience to the End therefore that the said Sandanarayah 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 Your Orator the aforesaid Sum of three hundred and Twelve 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 Sandanarayah to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

John Lyth
Attorney for the Compl^t

A

Madras 16 August 1765

Veerapadrah Son of Nunchanay Poolay do hereby Acknowledge to have borrowed and Received of Sandanarayah Subadar the full and just Sum of three hundred and fifty Star Pagodas for which I mortgage my House and the Tittle thereof situated at Pedanaicke Pettah in Achareapahs Street Between the House of Venkataramah Chitty and Andreapah Grand Son to Dobashapah and West to Andreapah Naicks Garden and East to the Street, which Sum is to be payable on Demand with Interest at the Rate of Twelve p^r Cent p^r Annum Drawn by Agatyapah Son of Mallacoinday.

(Signed) Veerapadrah

Witness
Moodu
Ortoor Nellanen

B

Madras 10th December 1765

Veerapadrah Son of Nunchanay Poolay do hereby Acknowledge to have borrowed and Received from Sandanarayah Subadar the full and just Sum of Fifty Star Pagodas which Sum is to be payable on or before the 10th February next ensuing Indefault of Payment then it is to be payable on Demand with Interest at the rate of Twelve p^r Cent p^r Annum, Drawn by Agatomby Concoply.

(Signed) Veerapah

Witness
Moodu
Sandanarayah.

C

Madras 15th May 1767

I Sandanarayah Subadar do hereby Acknowledge to have given

given this Mortgage Obligation to Captain Fraser and that I have borrowed and received of him the full and just Sum of three hundred and Twelve Pag^s Current Money of Madras for that Whereas Veerapadrah hath Mortgaged to me his House Bill of Sale and for the Security of the abovementioned Sum I Mortgage the said Bill of Sale and also the said Veerapadrah's Mortgage Bond, which Sum of three hundred and Twelve Pag^s is to be payable on or before the Fifteenth July with Interest at the Rate of Eight ℔ Cent ℔ Annum, Drawn by Poondamally Vaidynaden.

(Signed) Tandavarayah Sabadar

Witness Iyaody Permaul

A True Translation, as near as can be taken from the Original Mallabar by Conocapah Sworn Interpreter.

John Sykes
Attorney for the Compl^t

Mayors Court at Madraspatnam

Tuesday the 8th Day of September Anno Domini 1767

L.S.

Present

Anthony Sadlier Esquire Mayor
Peter Mariette — Thomas Powney
Arthur Cuthbert — Charles Smith
Edward Stracey — Francis Jourdan
and John Hollond — Aldermen

Mayors Court

Between Robert Frazer Captain in the Honble United English East

India Company Service on the Coast of Coromandel by his Attorney Charles ..... Desvoeux of Fort St George Merchant Complainant and Tandavanjah late ..... Subadar in the said Service Defendant

The Defendant being in Court and Acknowledging the ..... justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of three hundred and Twelve Pagodas (Pagodas 312 ...) together with such Interest as now is or shall ..... hereafter become due thereon Untill full payment is made also all Costs of this Suit

Hur

Read and filed 11th Aug^st 1767

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward Lewcock of Madras Inhabitant that Whereas Mannore Vancataramah and Mannore Ganguloo of Madras Inhabitants Brothers and Heirs to Ramah Chitty Stands indebted unto Your Orator in the full and just Sum of Twenty Six Pagodas, twenty Six fanams and Seventy Cash Current Money of Madras which after the Rate of Eight Shillings for every Pagoda will amount to the Sum of Ten Pounds thirteen Shillings and Seven pence lawfull money of Great Britain arising upon an Obligation bearing date the Tenth day of August which was in the Year of our Lord One ..... thousand Seven hundred and Sixty two as will more fully and at large appear by a translate of the said Obligation and Transfer thereof hereunto annexed

for the inspection of this Honble Court which was Assigned over unto Your Orator by Cotam Kistnamah Naick of Madras Merchant and which prays may be admitted as part of this Your Orator's Bill of Complaint Your Orator further Sheweth unto this Honble Court that he hath frequently and in an afriendly Manner requested payment from the said Mannore Vencataramah & Mannore Ganguloo of the said Sum of Twenty Six Pagodas twenty Six fanams and Seventy Cash But now so it is may it please this Honble Court that the said Vencataramah and Mannore Ganguloo obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the premisses Your Orator therefore prays a General relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Mannore Vancatayramah and Mannore Ganguloo may upon their Corporal Oaths a 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 Twenty Six Pag^s twenty Six fan^s & Seventy Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Mannore Vencatayramah and Mannore Ganguloo to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then & there to Stand & abide by such Order and Decree therein as to this Honble Court shall Sum Meet

Pr Reeffer

Madras 10th of August 1762

I Ramah Chitty Son of Peermaul Chitty do give this Obligation to Cotam Kistnamah Naick and do Acknowledge to have borrowed and Received on Account of my Brother's wedding Vencataramah the Sum of Seven Pagodas twenty Six fanams and Seventy Cash and I do this day Mortgage Sundry Joys together with my house Bill of Sale for the Sum of Nineteen Pagodas the whole making twenty Six Pagodas twenty Six fanams and Seventy Cash which Sum becomes payable on demand with the Interest of twelve ℘ Cent ℘ Annum Witnesses Patchepah Moodelier and Mannore Attyrajaloo Chitty, Drawn by Vencatachillum

Mark of
X
Rammah

True Translation as near as can be from the Original Mallabar Language by Conacapah Court Sworn Interpreter

Pr Reeffer
Attorney for the Complainant

Know all Men by these presents that I Cotam Kistnama Naick of Madras Merchant for a Valueable Consideration received in Hand of Edward Lewcock of the same place Inhabitant do hereby assign and set over unto the said Edward Lewcock to his own proper use without any Account to be given for the same the Sum of Twenty Six Pagodas twenty Six fanams and Seventy Cash and all other Sum or Sums of Money as are remaining due and payable upon or by Virtue of the above Obligation bond bearing date the tenth day of August in the Year of our Lord One thousand Seven hundred and Sixty two and all my right title Interest and Demand in and to the same and do give and Grant unto the said Edward Lewcock full Power and Authority to Demand

and

and receive the Same to his own Use and upon Receipt thereof to give Discharge for the same or any part thereof and I the said Cotam Kistnamah Naick do hereby Covenant and agree to and with the said Edward Lewcock that the said Sum of Twenty Six Pagodas twenty Six fanams and Seventy Cash is justly due and owing that I have not received the same or any part thereof In Witness whereof I have hereunto Set my hand in Fort St George this Seventh Day of August in the Year of our Lord One thousand Seven hundred and Sixty Seven

Mayor's Court at Madraspatnam

Tuesday the 8th Day of September Anno Domini 1767

Present

Anthony Sadlier Esquire Mayor
Peter Mariette — Thomas Powney
Arthur Cuthbert — Charles Smith
Edward Stracey — Francis Jourdan and
John Holland — Aldermen

Mayor's Court

Between Edward Lewcock of Madras Inhabitant Complainant and Mannore Vanctayahramah & Mannore Ganguloo als of the same place Inhabitants Brothers & Heirs to Ramah Chilly Defendants

The Defendant Vencatayramah being in Court and Acknowledging

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 Twenty Six Pagodas and twenty Six fanams and Seventy Cash (Pag. 26.26.70) together with such Interest as now is or shall hereafter become Due thereon untill full payment is made also all Costs of this Suit

Hur

Read and filed January 27th 1767

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Cristopher Macklin of Fort Saint George Merchant that Whereas your Orator having entrusted Goods Wares and Merchandizes to a Considerable amount to the Care and Management of Richard Tyson late of St Thome Mariner but at Present of the Kingdom of Pegue Merchant and being so intrusted the said Richard Tyson did take upon himself and promise Your Orator that he would sell and dispose of Your Orator Effects at Pegue to the advantage in Consideration of which Your Orator did Consign to the said Richard Tyson and Thomas Green of Madras Mariner a Snow and her Caroge called the Fortune whereof was Master the said Thomas Green the said Richard Tyson and Thomas Green being partly Concerned in the said Snow and her Cargoe Your Orator further sheweth that the said Richard Tyson did sell and Dispose of Your Orator's Goods Wares and Merchandize at Pegue as appears by his the said Richard Tyson's Account Sales under date of May the 9th 1765 and that the said Richard Tyson did further Sell and dispose of all or the greatest part

part of the Snow Fourtunes Cargo at Pegu as appears by the Acct Sales under date the 15th Sept. 1765 together with the Hull Rigging &c belonging to the said Snow fortune And whereas the said Richard Tyson as your Orator sheweth frequently promised from time to time to remit to Your Orator the amount Sales of his Goods Wares & Merchandize which the said Rich. Tyson hath not yet done And whereas the said Richard Tyson did sometime in the Year 1766 Consign the Snow Boom Voyage and her Cargo Manuel Rodrigues Commander to Moses De Castro of Fort St. George Merchant with Orders to Sell and dispose of her Cargo and the produce thereof to purchase a Returning Cargo on the Account of the said Richard Tyson and the same to be loaded on board the Snow Boom Voyage bound to Pegu And Whereas the said Richard Tyson having disposed of Your Orator Effects as aforesaid and the said Richard Tyson neglecting to make any returns to your Orator though the said Richard Tyson did from time to time Received Sundry Sums of Money together with goods Wares and Merchandize from the Inhabitants of the Kingdom of Pegu in Barter and Truck for Your Orator Effects and that such Effects the said Richard Tyson did from time to time apply to his own Use in Consideration whereof Your Orator did on the 16th day of this Instant January file a Bill of Complaint in this Honble Court against the said Richard Tyson for the Sum of 11,000 Pags and upwards as the Ballance of Acct arising upon the said Richard Tyson Account Sale Your Orator charging the said Richard Tyson with the Ballance occasioned by his Detention of Your Orators Property in opposition to Your Orators Instructions Your Orator further sheweth that the said Rich. Tyson not being present to appear to answer your Orators Bill of Complaint this Honble Court were pleased to Order a Warrant of Sequestration to issue against the Effects of the said Richard Tyson as should be found in the Jurisdiction of this Honble Court Your Orator having first made Oath to the justness of his Debt though such Sum amount to Your Orator sheweth is short of what still Remains unaccounted for Your Orator further sheweth that Moses De Castro aforementioned did, on the day that this Honble Court were pleased to order a Warrant of Sequestration by his Attorney oppose the motion of Your Orator Attorney for the said Warrant of Sequestration as the Attorney of the said Richard Tyson which said Motion this Honble Court were pleased to over rule Your Orator further sheweth the Sheriff pursuant to the Warrant of Sequestration did on the 20th day of this instant January Seize the Snow Boom Voyage lying in Madras road and such of her Cargoe as was then on board Your Orator further sheweth that the said Moses De Castro did on the next day go before the Publick Notary and respectably Protest in the Names of the said Richard Tyson and Samuel Willy of Pegu Mariner as their Attorney against Your Orator on account of the Sequestration such the Protest in the Name of Samuel Willy is Annexed Whereas Your Orator sheweth that he did on the day that the Sequestration took place apply to the said Moses De Castro as the said Richard Tyson Attorney for the particulars of the property belonging to the said Richard Tyson which said Moses De Castro refused Your Orator further sheweth that he did on the next Day by means of his Attorney apply in Writing to the said Moses De Castro in the manner following that is to say) "To Mr. Moses De Castro

"Attorney to Captain Richard Tyson at Pegu

"Sir

"Capt. Richard Tyson standing indebted to Mr. Christopher "Mecklird of this Place in a Considerable Sum of Money and having commenced "a suit against the said Richard Tyson for the same but as the said Richard Tyson "for the same but as the said Richard Tyson is not to be found in the Districts of "the Mayors Court of Madraspatna on a Warrant of Sequestration has been issued

against

„against his Effects and the same as far as have come to my Clients Knowledge are
„are sequestred which are far short of what is beleived to be in this place therefore Unders-
„tanding You to be the Atty of the said Capt. Richd. Tyson & possessed of several of his
„Effects which lay unsequestred I take the liberty at the request of my Client Mr.
„Christopher Macklin before mentioned to desire of You a true and particular Acct. of
„the several Goods Wares and Merchandize, ready Cash Bonds, Bills of Exchange
„Books Debts &c. Ships, Snows, Schoners, &c. together with all and every the Effects of
„what Nature or kind soever that have come to Your Hands Possession or Knowledge
„belonging to the said Richard Tyson, in order that My Client may get a more
„Speedy payment of his Debt

„Your Compliance herewith will higly Oblige my
„Client Mr. Christopher Macklin at whose request I have Subscribed myself
„to be his Attorney and

„Sir
„Your Most Obedient and
„very Humble Servant
„Chas. Bromley

Fortst George
21st January 1767

„To Which said Letter Your Orator received the following Answer

„Sir „My Client Mr. Moses DCastro has desired Me to Acknowledge
„the Receipt of Your Letter of the 21st Instant, wherein You on behalf of Your
„Client Mr. Christopher Macklin, desire that my Client will give You
„a true and particular Account of Sundry things Specifyed in Your said Letter
„belong. to Captn. Richard Tyson, the said Mr. DeCastro has desired me to give
„Answer thereto, that this Request is such as Your Client has by no means a
„Right to make of my Client, nor has he any Inducement whatsoever
„from Your Clients behaviour to him on this Occasion, for my Client
„give him what Information He thought necessary upon his Appl

„after the Arrival of the Ship which he has Sequestred And had He again....
„Applyed to my said Client in a friendly Manner, Instead of taking the Method
„He has done My Client might have been Induced to have given him every
„Information in his Power Relating to Mr. Tyson's Affairs, but does not now
„think himself in the least Obliged so to do"

„I am
„Sir
„Your Most Obedient
Servant
„Jno. Sykes.

Fortst George
23 January 1767

But now so it is and may it please this Honble Court the said
Moses DeCastro obstinately and wilfully refuses to give Your Orator any Manner
of Satisfaction touching the Premisses though the said Moses DeCastro will
knows that the said Richard Tyson stands indebted unto Your Orator in Consid-
erable Sums of Money and that the pretended Title of the said Samuel Willy to
the Snow Bom Voyage and her Cargo is no other Title then a fectitious Title to
evade the Equity of Your Orators just Demand whereby Your Orator is rendered
entirely remediless unless this Honble Court shall think proper to take the
same into their nature deliberation as the said Richard Tyson is out of the
Jurisdiction of this Honble Court by means whereof the said Richard Tyson
doth keep Your Orator from bringing him to A just and true Account concerning
Your Orators property in his hands or possession which Your Orator chargeth
that he has heard and believes that the said Richard Tyson hath Converted the
property of Your Orator to his own Use and that the Title of the said Samuel
Willy to the said Snow Bom Voyage and her Cargoe Your Orator hath
heared is only a pretended one and a Scheme preconcerted by the said Richard
Tyson to enjure your Orator Your Orator Expressly Charging that the said
Samuel

Samuel Willy never did pay any valuable Consideration for such his Share of the Boon Voyage and her goe neither can he the said Samuel Willy produce any Certificate thereof All which Actings and doings of the said Richard Tyson Samuel Willy and Moses DeCastro are contrary to all equity and good Conscience and tend to the Manifold Injury of Your Orator In Consideration whereof and forasmuch as Your Orator is Greatly aggrieved in the premises by the said Moses DeCastro as Attorney to Captain Richard Tyson refusing to produce or shew unto Your Orator the particulars whereof the said Richard Tyson has any pretensions to or make known unto Your Orator the name or Names of all and every the person or persons concerned with the said Richard Tyson whereby Your Orator is thrown to great Expences and as Your Orator may be greatly agrieved by Sequestring the Effects of others that are not the property of the said Richard Tyson though connected with the same And for as much as Your Orator cannot Discover the truth of the premisses but by the Oath of the said Moses DeCastro To the End therefore that the said Moses DeCastro may be Obliged upon his Corporal Oath to Discover what Right or pretentions the said Samuel Willy hath to the Snow Boon Voyage and her Cargoe and what Sum or Sums of Money the said Samuel Willy hath paid as a Consideration for the same and to whom and that the said Moses DeCastro may also in his Answer set forth upon Oath a true Copy or Copies of such Writing or Writings whereby the said Samuel Willy claims any property in the said Snow Boon Voyage and her Cargoe and that the said Moses DeCastro may truely and directly Answer to all the Matters and things herein before Contained as fully and as perfectly as if the same had been here again repeated and interrogated and may particularly set forth upon Oath all and every the Invoices Bills of Lading and all and every the papers relative to the Snow Boon Voyage and her Cargoe for Your

Orator Inspection, together with an Account of the ready Money, Bonds, Notes, Bills of Exchange, Books Debts &c and also an Account of all and singular the Goods and Chattels Rights and Credits of the said Richard Tyson that have come to his the said Moses DeCastro's hands possession or Knowledge And that the said Moses DeCastro may set forth upon Oath whether he has not heard or believes that the said Richard Tyson doth not stand indebted unto Your Orator in a Considerable Sum of money and upon what Account and whether the said Richard Tyson hath made any what remittances and whether to your Orator & whether the said Moses DeCastro hath Acted in what Capacity or how otherwise And Whether the said Richard Tyson did not send or Consign the said Snow Boon Voyage and her Cargoe to him the said Moses DeCastro or whether the said Snow and her Cargoe is not the Sole property of the said Richard Tyson, if not why not and How is concerned And that he the said Moses DeCastro may set forth a true and particular Account of all the Remittances sent by the said Richard Tyson either jointly or Seperately on board the Snow Boon Voyage for the Use and behalf of the said Richard Tyson and received by him the said Moses DeCastro and that he may set forth the particulars and Amount thereof and of each and every such Remittances and may set forth all and every the Orders and directions sent by the said Richard Tyson to the said Moses DeCastro relating to the said Boon Voyage and her Cargoe and that the said Moses DeCastro may set forth a full just and particular Account of all and every the Goods Wares and Merchandize and other Effects which hath been sent and remitted by the said Richard Tyson either on his own Seperate Account or jointly with any other Person or persons to the said Moses DeCastro And to this End that he the said Moses DeCastro may

may true Answer make to all and Singular other the premisses aforesaid.
And that Your Orator may have such other Relief as this Honble Court shall
Seem Meet together with all Costs of this Your Orators Application

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

Chas. Bromley
Attorney for the Complainant

A Copy of Samuel Willys Protest by Mr. Moses DeCastro

On this Day being the 21st day of January in the
Year of our Lord 1767 before me Charles Bromley Notary Publick dwelling
and Practicing at Fort St George in the East Indies by Lawfull Authority
Duly admitted and Sworn came Moses DeCastro of Fort St George
Merchant and Declared that on the 11th Instant he received Advices from Samuel
Willy of the Kingdom of Pegue Mariner by the Snow Dam Voyage Manuel
Rodrigues Commander such Advices acquainting the said Declarant, that
the said Snow Dam Voyage with her Cargo was Consigned to him the
Declarant on Account and Risque of him the said Samuel Willy and
Richard Tyson of Pegue Mariner, the said Samuel Willy appointing
the said Moses DeCastro his Attorney the said Moses DeCastro accepts

of the said Consignment and in pursuance to the Order and Directions of the said
Samuel Willy purchased Effects to a Considerable amount as a return for the Consig-
-nment made by the said Samuel Willy the said Snow Dam Voyage being ordered
to Sail for Pegue the 25th Instant the said Declarant Moses DeCastro further
sets forth that on the 16th or 17th day of this Instant January Mr. Christopher
Macklin of this Place Fort St George Bricklayer, did on Account of some Demands
he had on the said Richard Tyson, Commence a prosecution against the said
Richard Tyson for 11000 Pagodas and upon the said Richard Tyson not being
present to Answer the same, the said Mr. Christopher Macklin did on the 20th
Instant obtain of the Honble the Mayors Court at Madraspatnam upon
an Affidavit of his Debt being made a Warrant of Sequestration of which said
Warrant and in Pursuance of the said Mr. Christopher Macklin Representation,
the Sheriff of the Town of Madraspatnam did sequester the Snow Dam Voyage
and her Cargo as the sole property of the said Richard Tyson without any
previous Application to the said Declarant Moses DeCastro and therefore
the said Moses DeCastro the Declarant saith that by means of such Warrant
of Sequestration being issued and put in Execution the Voyage of the Dam Voyage
to Pegue is lost and over set that the Effects already bought for her Cargoe
remaining on his Hands and the Detention of the Cargoe on board which
was to be Delivered here and in further Consideration of the risque the Vessell
and her Cargoe are liable to by such Detention Doth by the said Notary
Protest as the Attorney of Samuel Willy on this the said Samuel Willys
Account against the said Christopher Macklin and only for the Risque the
Snow Dam Voyage and her Cargoe is liable to from the Perils of the Sea, Men
of War, Fire Enemies Pirates Rovers Theives, Jettizons, Letters of Mart and

Countar

Counter Mart Surprizals, Takings at Sea, Arrests Restraints and Detainments
Bassity of the Master and Mariners & all other Perils losses and Misfortunes
that shall come to the hurt Detainment & damage of the said Snow Dom Voyage
and her Cargoe or any part there of so far as the said Samuel Willy is Concerned
but also from all Losses Damages Interests and Penaltys that he the said
Samuel Willy may Suffer or be put unto by means of the Premises Thus done
and Protested in Fort St George the Day and Year first above Written

Chas Bromley (Ls)
Not Pub:

Read and filed
10th March 1767

The Answer of Moses DeCastro of Fort St George
Merchant Defendant to the Bill of Complaint of
Christopher Macklin of the same place Bricklayer Complt

This Defendant now and at all times hereafter saving and
reserving to himself all and all Manner of benefit and Advantage of Exception
to the many Errors Untruths Uncertainties Insufficiencies and Imperfections
in the Complainants said Bill of Complaint contained for Answer thereunto
or unto so much thereof as He this Defendant is advised doth Materially concern
him to make Answer unto He Answereth and Saith that Richard Tyson and
Samuel Willy in the Complainants Bill Named being as appears to this
Defendant Jointly and Equally Intitled to the Snow Dom Voyage in the
Complainants Bill mentioned and having Provided the following Cargo for
her, that is to Say, One hundred and Fifty two Square Timber three hundred
Planks and One thousand five hundred and Sixty Inch board did on or about
the Twentieth Day of December in the Year of our Lord One thousand

hundred and Sixty Six Jointly Consign the said Vessell and Cargoe to this
Defendant as will more fully and at large appear by the Invoice and Bill of
Lading thereof dated the said Twentieth Day of December One thousand seven
hundred and Sixty Six and also the said Samuel Willys Letter and the said
Richard Tyson and Samuel Willys Joint Letter both bearing date the Twentieth
Day of November in the said Year One thousand seven hundred and Sixty Which
said Invoice Bill of Lading and Letters are in this Defendants Custody
and Ready to be produced to this Honble Court when Required and which this
Defendant humbly hopes will be sufficient to Convince this Honorable
Court that the said Ship and Cargo are the Joint property of the said Richard Tyson
and Samuel Willy and that they have an equal Share therein and that the same
cannot nor ought to be applyed to the payment of the Seperate Debts of either the
said Richard Tyson or Samuel Willy but all the Debts that have been
Contracted on their Joint Account and on Account of their said Joint property
in the said Ship and Cargo are Discharged And this Defendant further saith
that in Consideration of the said Ship and Cargoe being Consigned to him this
Defendant as aforesaid the said Richard Tyson for and on Account of himself
and the said Samuel Willy did Draw several Bills of Exchange on this
Defendant to a Considerable Amount which Bills were presented for Acceptance
and which this Defendant did Actually Accept before the Warrant of
Sequestration by Virtue of which the said Ship and Cargoe was Seized at the
Suit of the Complainant against the said Richard Tyson Issued and
which as he had so Accepted He this Defendant has since been Obliged to pay
and this Defendant has also advanced Money to the Commander of the said
Ship and to the said Richard Tysons Wife for her Subsistance so that the
the said Richard Tyson and Samuel Willy are Indebted to this Defendant

as

as he can make clearly appear and which being on Account of the said Ship and Cargo as this Defendant has never had any other Dealings or Transactions with either the said Richard Tyson or Samuel Willy this Defendant looks upon the said Ship and Cargo Answerable for it And this Defendant further saith that He is an entire Stranger to any Demand that the Complainant has on the said Richard Tyson or to the greatest part of the Circumstances Relative thereto as set forth in the said Bill of Complaint but Saith that even Admitting his Demand to be a Just And this Defendt is of Opinion that He had no right to Seize upon the said Ship and Cargo for the same as the same is the Joint property of the said Richard Tyson and Samuel Willy and Consequently not liable to any of the seprate Debts of the said Richard Tyson And this Defendant Admits that the Complainants Attorney did Write a Letter to this Defendant to the purport in the Complainants Bill Set forth and that this Defendants Attorney did by this Defendants Directions give such Answer thereto as is also therein Set forth but this Defendant Saith that such Request as well as the Exhibiting the said Bill of Complaint against this Defendant was as this Defendant Conceives very Irregular and Illegal as the Warrant of Sequestration by which said Ship and Cargo were Seized Issued and the said Ship was Seized the Day before such application was made and also a Week before the Complainant filed the said Bill of Complaint and it was for that Reason that this Defendant on such application refused to give the Complainant any Account thereof Besides this Defendant Saith that the Complainants filing a Bill of Complaint against this Defendant was not any Reason and the Seizure Illegal as before mentioned but it was very Ungratefull as the said Invoice and the Account of what Goods came upon Freight on

on the said Ship were before this Defendant was Informed of the Complainants Intentions to file a Bill against the said Richard Tyson shewed by this Defendant to the Complainant in a friendly Way And in Order to give him all the Satisfaction in this Defendants power about the said Matters in the presence of some Gentlemen whose Depositions this Defendant hopes will Convince this Honble Court of the Justness of the said Assertion therefore the Complainant could not be Ignorant of the said Ship and Cargo being Consigned to this Defendant on the Joint Account of the said Richard Tyson and Samuel Willy as aforesaid Consequently this Defendant Conceives every Step that the Complainant has taken about this Affair is very Wrong Unjust and Illegal and such as He had by no means any Right to take And this Defendant absolutely denies that He knows any thing of the said Samuel Willy Bills to the said Ship and Cargo to the fictitious as is most Unjustly Set forth in the said Bill of Complaint to the Contrary He Saith that it plainly appears to this Defendant for the Reasons before set forth that the said Samuel Willy has a Joint & Equal property therein with the said Richard Tyson, And this Defendt further Saith that He humbly hopes that it will Clearly appear to this Honble Court that the said Ship and Cargo are not liable for the Demand for which they are Seized by the Complainant and Consequently that the said Seizure was Illegal as well as the Complainants Exhibiting the said Bill of Complaint against this Defendant He this Defendant therefore as Attorney to the said Richard Tyson and Samuel Willy most humbly prays that the said Warrant of Sequestration may be Superseded and that the said Ship and Cargo may be Delivered up to this Defendant on their

their Account and that the Complainant may be Obliged to pay unto the said Richard Lyson and Samuel Willy or to this Defendant on their Account all such Costs Damages or Expences as they or either of them have Sustained or been put unto on Account of the said Seizure.

All which Matters and things this Defendant is Ready and willing to Verify Maintain and Prove in such Manner and form as this Hönble Court shall Direct and most humbly pray to be hence Dismissed with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained.

Mo
10 March 1767
Sworn to before Me
Anth: Sadleir
Mayor

Moses DeCastro
John Sykes
Attorney for the Defendant

Read and filed
March 31 1767

The Replication of Christopher Macklin of Fort Saint George Bricklayer Complainant to the Answer of Moses De Castro of the same place Merchant Defendant

This Replyant saving unto himself all and all Manner of advantage of Exception to the many Errors, uncertainties and insufficiences of the said Answer for Replication thereunto Saith that he will aver and prove his said Bill to be true Certain and Sufficient in the law to be Answered unto and that the Answer of the Defendant is untrue Uncertain and insufficient in the law to be Replied unto and that any other Matter or thing whatsoever in the said Answer contained Material or effectual to be Replied unto and herein not Replied confessed and avoided traversed or Denied is true.

All

All which Matters and things this Replyant is Ready to aver Maintain and prove as this Hönble Court shall Direct and humbly prays as in and by his said Bill he hath already prayed.

Chas Boomley
Attorney for the Plt

Read and filed
21 April 1767

The Rejoinder of Moses DeCastro of Fort Saint George Merchant Defendant to the Replication of Christopher Macklin of the same place Bricklayer Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Untruths 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 and thereby Set forth and Declared And that the said Replication is very Untrue and Evasive And this Defendant also saith as in and by his said Answer he hath already Said And does and will Aver and Maintain all and every thing and things therein to be true and certain in such Manner and form as they and every of them are therein Alledged and set forth, All which Matters and things this Defendant is Ready and willing to Aver Maintain and Prove as this Hönble Court shall Direct and humbly prays as in and by his said Answer He hath already prayed.

John Sykes
Attorney for the Defendt

Interrogatories to such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein Christopher Macklin of Fort Saint George Bricklayer is Complainant and Moses DeCastro also of the same place Merchant Defendant

On the part and behalf of the Complainant

Interrog. 1st ..... Do You know the parties Complainant and Defendant in the Title of these Interrogatories named, if Yea, how long have you so known them or either and which of them Declare .....

Same ..... 2d ..... Do You know or can You remember Whether you went with the Complainant to the House of the Defendant concerning the Warrant of Sequestration issued against the Effects of Richard Tyson late of St. Thome Mariner, if Yea was such Attendance with the Complainant, on the Defendant before, or after Your Seizure pursuant to your Warrant of Sequestration together with the whole of the Conversation that passed between the Complainant and Defendant to the best of Your Remembrance particularly Setforth and Declare

Same ..... 3d ..... Do You know or can You setforth any other Matter or thing that May tend to the Advantage and Benefit of the Complainant to which You have not been hereto Particularly interrogated to if Yea, the same to the best of Your Knowledge remembrance and belief particularly Setforth and Declare

Chas. Bromley
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Christopher Macklin of Fort St George Complainant and Moses DeCastro of the same place Defendant

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

John Patterson of Fort Saint George Aged 29 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 30th May 1767 shewn at the Office of Mr. John Sykes Attorney for the Defendant by Conacapah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 3 Years and the Defendant 5 Months or thereabouts.

2d ..... To the Second Interrogatory this Deponent saith, that the Warrant of Sequestration was issued against the Effects of Captain Richard Tyson on the 20th January 1767 about Noon, and Mr. Macklin the Complainant having sent a Boat off in the Affernoon to seize the Vessell, afterwards went to the house of the ..... Defendant attended by this Deponent that not having heared untill the Boat was off that the said Captain Tyson was only a part Owner in the Cargo of the said Vessell Mr. Macklin viset to the Defendant was with an intent to enquire of him what part of the said Vessells Cargo did really belong to the abovementioned Captain Tyson, that he might not make seizure on the Goods of others, but the said defendt. would give him no Satisfaction in this point, and told him to do as he pleased as he had gone so far, intimating that he thought the Compl^t. had not acted as become a Gentleman, or words to that purposes, the the best of this defendt.

Recollection

recollection — that he (the Defendt) also Demanded to know on their first coming whether the said Mr Macklin had brought this Deponent to arrest him, to which he replied in the negative, and that the intent of their coming was only to enquire in a friendly manner concerning the property of Captain Richard Tyson in the said Vessell and her Cargo and this Deponent saith not more to this Interrogatory To the last Interrogatory this Deponent saith that at the time the said Warrant of Sequestration was obtained by Mr Macklin, he had not the least intimation or suspicion that part of the Cargo of the Vessell belonged to Freighters, but was firmly perswaded that the whole was Captain Tyson's by Mr Sykes's Declaration in Court that the Vessell and Cargo were the property of the said Captain Tyson who had Consigned the same to Mr DeCastro with a Power of Attorney (which he produced) and that Mr DeCastro's was willing to Answer the Suit, but refused to give Bail for the Premises that this Declaration of the said Mr Sykes was occasioned by Mr Bromley (as Attorney for the Complainant) paying for a Warrant of Sequestration against the Effects of the said Captain Tyson — Mr Macklin did not therefore think it necessary to acquaint the Defendant with his intention of making the said Seizure, untill he was undeceived on that head — this Deponents further Declares that about a fortnight after, he went to the House of the said defendant by order of the Sheriff and acquainted him that all the Effects being landed from the said Vessell, he requested as a favor he would inform him what part thereof, belonging to freighters, and what was the property of the said Tyson; but the said defendant abruptly replied, what I must do with regard to this, must I go to these people myself? whereupon ... this Deponent Answered he might do as he pleased, and returned to Acquaint

Acquaint the Sheriff with what had passed and this Deponent further saith not to this Interrogatory

Henry Crawford
Examiner

J. Paterson

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause now depending in the Hon'ble the Mayors Court wherein Christopher Macklin is Complainant and Moses DeCastro is Defendant

To all the Witnesses

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

To Mr James West and Mr Andrew Carr

2d ..... Did You or did You not at any time See the Defendant shew or produce to the Complainant the Invoice Bill of Lading or any other Papers relating to any Goods which came on Bond the Snow Bom Voyage from Pegue either Consigned to the Defendant or what came upon Freight, If Yea, what Papers in particular did the Defendt so shew or produce to the Complt and when where and upon what Occasion did He so shew or produce the same & at whose Request? the whole of these Matters according to the best of Your Knowledge Remembrance Information and belief fully and particularly Declare

To Mr Thomas Chambers

3d ..... Did You or did You not at any time shew or produce to the Complt the Invoice Bill of Lading or any other Papers relating to any Goods which came on board the Snow Bom Voyage from Pegue either Consigned to the defendt or which came upon Freight If Yea, what Papers in particular

particular did You so shew or produce to the Compltt & when where upon what Occasion at whose Request & with what View or from what Motive did you so shew or produce the same? the whole of these Matters according to the best of Your knowledge Remembrance and belief fully & particularly Declare

To all the Witness 4th ..... Do You know of any other Matter or thing or have You had or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendant, if You Declare the same according to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

John Lyles
Attorney for the Defendant

Mayors Court at Madraspatnam

Between Christopher Macklin of Fort Saint George Complainant and Mons Delastre Defendant

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

James West of Madras Merchant Aged 29 Years or thereabouts being produced as a Witness in this Cause on the part of the defendant sworn the 27th day of May 1767 shown at the Office of Mr Charles Bromley Attorney for the Compltt by Canacapah who left a Note of the Name Title and place of abode of the said deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he hath known the Complainant

6d
2 ..... Complainant 7 or 8 Years, and the defendant 9 Months or thereabouts To the second Interrogatory this Deponent saith, that he did go to the House of the defendant a day or two after the arrival of the Snow Bom Voyage from Pegu to enquire for Letters from Captain Richard Tyson there: on his Arrival he saw the Complainant together with the Defendant and Mr Andrew Carr looking over some Papers, which this Deponent knew by the hand writing to be Captain Tysons, but he cannot declare whether they were Bills of Lading or Invoices, altho to the best of his recollection the defendant informed him after Mr Macklin was gone that the Papers they had been perusing were received from Captain Tyson, and related to the Cargo of the said Snow Bom Voyage — that the said Defendant, the day the Vessell was seized by the Compltt informed this Deponent that he thought Mr Macklin had used him Extremely ill in seizing the said Vessell and Cargo, without giving him the least notice or intimation of his Design, after he the said Defendant had acted very generously by him, in shewing him her Invoice, Bill of Lading and all the other Papers Relative to her and her Cargo — further this Deponent saith not to this, or to the Last Interrogatory

Henry Crawford
Examiner

James West

Mayors Court at Madraspatnam

Between Christopher Macklin of Fort Saint George Compltt Mons de Lastre Defendant

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

Andrew Carr of Fort St George Aged 42 Years or thereabouts being

produced as a Witness in this Cause on the part of the Defendant, was on the 27th Day of May 1767 shewn at the Office of Mr. Charles Bromley 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 Complt. 16 Years and the Defendant 1 Year or thereabouts.

2d ..... To the Second Interrogatory this Deponent saith, that a few days after the arrival of the Bom Voyage, he this Deponent being at the House of the Defendant, he there saw the said Defendant, and Mr. Macklin the Complainant looking over some Papers which lay on the Table, and which he imagones Related to the Cargo of the said Bom Voyage that as soon as the said Mr. Macklin was gone, the Defendant Acquainted this Deponent that he had been just shewing him the Invoice, Bills of Lading and others Papers of the Cargo of the Snow Bom Voyage, and Captain Tyson's Orders Relative to them — further this Deponent Deposeth not to this or to the Last Interrogatory.

Henry Crawford
Examiner

Andrew Karr

Mayor's Court at Madraspatnam

Between Christopher Macklin of Fort St. George Complainant and Moses DeCastro Defendant

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

Thomas Chambers of Fort Saint George Aged 30 Years or thereabouts being

being produced as a Witness in this Cause on the part of the Defendant was on the 27th May 1767 shewn at the Office of Mr. Charles Bromley 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 9 Months, and the Defendant 17 Months, or thereabouts

2d ..... To the third Interrogatory this Deponent saith that he did shew the Complainant in this Cause, the Invoice of the Goods consigned to Mr. DeCastro the Defendant on the Bom Voyage, by Captain Richard Tyson and Samuel Willy at Pegue, and also a List of the Goods freighted on her from thence that it was at the request of the said Complainant, who came to the House of Mr. DeCastro at a time he happened to be absent, that he this Deponent shewed him the above mentioned Papers and with no other view but that of Satisfying Mr. Macklin, as this Deponent well know Mr. DeCastro had Previously given him all the information relative to the said Vessell and her Cargo, and all the other transactions between Mr. DeCastro and Captain Richard Tyson further this Deponent saith not to this or to the Last Interrogatory

Henry Crawford
Examiner

Thos. Chambers

Rangoon November 20th 1766

Sir

Captain Tyson and myself having purchased the Snow Bom 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 Charges, and have Empowered Captain Tyson to Draw for the half Part of the Cargo and any other Charges that may arrive 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 & most Humble Servant
Samuel Willy

PS By the Bom Voyage youll Receive a small bundle of fine Pacca Thread which I beg Youll get made into Stockings for me of a Middling Size.

To Mr. Moses De Castro

Rangoon November 20th 1766

Sir

We having this Day agreed to take the Snow Bom Voyage in an Equal proportion with each other do Appoint you our Attorneys to transact all our affairs in Madras, and with this Youll Receive our Powers to Act

Captain Willy Sails from this port to Morrow Passenger to Bengall on the Speedwell Snow, to transact some Business which Requires his presence, after which Returns here to Receive me, that I may pay you all debt if Possible this season, which much Depends on the Snow Bom Voyages being quick dispatched at Madras, 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
Richard Tyson
Samuel Willy

To Mr. Moses De Castro

PS Sir

I have kept Captain Willy Bill of Exchange in my favour on you for (2242) Pagodas and have drawn for the whole purchase Vessell Charges and Cargo Amount his half part 2721 Pagodas, which please Except, and draw a Respondentia Bond on Captain Willy in my favour on the same Tenor, as you are able to gett monies, giving him Credit on the Bond

Bond for the half part of Cargo and Freight, at the time when dated, which is the only Secures method I can think of, as we are all Mortal.

Rangoon 26th December 1766

I am Sir
Your Most Obedient Servant
Richard Tyson Attorney
for Samuel Willy

Invoice of Goods laden on board the Bom Voyage Snow on Account and Risque of Captain Richard Tyson and Samuel Willy and Consigned to Mr. Moses DeCastro Merchant of Madras.

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152 Square Timbers Mash of which 12 are to Contain Long 10 and 12 Inch thick
300 Planks @ 11 to 15 feet long and @ 3/2 to 5 Inches thick

1560 Inch boards
2012 Ends

Rangoon 20th December 1766

Richard Tyson

Shipped by the Grace of God in good Order and Condition by Captain Richard Tyson and Captain Samuel Willy in and upon the good Ship called the Bom Voyage whereof is Master under God for this present Voyage Rodrigues Manuel and now Riding at Anchor in Rangoon River and by Gods Grace bound for Madras to Say 152 Square Timber

Ankers 152
Planks 300
Inch 1560 Boards
2012

Timber 300 Short Planks (@ 10 to 15 feet long) 4 and 5 Inches thick 1560 Inch boards being marked and Numbered as in the Margent, and are to be Delivered in the like good Order and Condition, at the aforesaid Port of Madras (the Dangers of the Seas only Excepted) unto Mr. Moses DeCastro or to his Assigns (freight for the said Goods now with Primage and Average Accustomed) In Witness whereof the Master or Purser of the said Ship hath affirmed to one Bill of Lading of this Tenor and Date, the one of which Bill being accomplished the other to stand void. And so God send the good Ship to her desired Port in Safety. Amen Dated in Rangoon December 20th 1766

Anto. Rodrigues

Dr. Richard Tyson in Account with Samuel Willy Moses DeCastro Cr

			£	s	d			£	s	d
1767 January	8	To Cash to Mr. Tyson's Quarter		5	—	—	By Amount due to Moses DeCastro	1609	—	—
	12	To My Accept. of Your Bill to Johanes Mabus due 2 ffeby		1200	—	—				
		To Do to Going Rate		300	—	—				
	13	To Do to Mascar Colmes due 3 ffeby		104	—	—				
		To Pagodas		1609	—	—				
							Port St George Jany 13th 1767 Errors Excepted Pagodas Moses DeCastro	1609	—	—

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2 Do Owners of Snow Bom Voyage of Richd Tyson & Samuel Willy in Acct with Moses DeCastro Cr

			£	s	d			£	s	d
1767 January	12	To Cash paid Capt. Manl		100	—	—	By Amount due to Moses DeCastro	291	4	10
	12	Rodrigues as p Receipt		100	—	—				
	15	To Do		100	—	—				
	20	To Do to Boat & Colly hire &		26	27	10				
	12	for Landing the Cargoe								
Feby	17	To do Capt. Manl & Rodrigues the Ballz of his Acct with said Owners at the time the Sail'd & Cargoe was unshipped & Duty Paying &c. Sheriff		154	12	—	Port St George 17th Feby 1767 Errors Excepted Moses DeCastro			

Arrack 152
Planks 300
Inch 1560 Boards
2012

Mayor's Court at Madraspatnam

Tuesday the 8th Day of September Anno Domini 1767

Read and filed 24th Septemr 1765

L.S.

Mayor's Court

Present

Anthony Sadlier Esquire Mayor
Peter Mariette — Thomas Powney
Edward Stracey — Francis Jourdan and
John Hollond — Aldermen

Between Christopher Macklin of Fort St George Merchant Complainant and Moses DeCastro of the same place Merchant Defendant

This Cause coming on to be heard and Debated this Day in the presence of the Attornies on both sides on Reading the Complainants Bill with a Copy of a Protest annexed, the Defendants Answer, the Replication, the Rejoinder the Interrogatories and Depositions on the part of the Complt the Interrogatories and Depositions on the part of the Defendant, On hearing the Pleadings made use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Defendant had no other Goods or Chattels in his possession belonging to Richard Tyson Exclusive of those Sequestred by the Sheriff and of which he informed the Complainant before the Warrant of Sequestration issued This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Complts Bill shall stand dismissed with Costs &cur

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Chocalinga Chitty of Pullicate Merchant by his Attorneys Cundapa Chitty and Chudyapah Chitty of Madras Merchants that Christian Van Teylingen late of Nagapatnam Esquire stands indebted to Your Orator in the full and just Sum of Two thousand two Hundred and Ninety three Pagodas twenty One fanams and twenty three Cash Current Money of Negapatnam Arising upon the Ballance of Accounts hereto annext for the Inspection of this Hon'ble Court which Sum making of Two thousand two hundred and Twenty Seven Pags three fanams and forty Cash Current Money of Madras after the Rate of Eight Shillings for every Pagoda will Amount to the Sum of Eight hundred and Ninety Pounds Sixteen Shillings and upwards of Sterling Money of Great Britain And Whereas Your Orator hath frequently and in an amicable Manner by himself and by his Attornies Demanded Payment

But now so it is and may it please this Honorable Court the said Christian Van Teylingen obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the premisses Your Orator prays a General Relief as to this Honorable Court shall think Meet

To the End therefore that the said Christian Van Teylingen May upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again

against Injoined and Interrogated and to Decree to pay unto your Orator the aforesaid Sum of Two thousand two hundred and Ninety three Pagodas Twenty One fanams and Twenty three Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Christian Ulan Leylingen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and Place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Chas. Bromley
Attorney for the Complt.

Christian Ulan Leylingen Esq. in Account with Pacchiya Chitty

By Cash Advanced and Disbursed his Account		1984	00
Godd Interest of Cash 1924 Ds @ 1½ p Cent.			
To Interest		67	00
To Cash Advanced his Order dated 10th Augt 1760 @ 10 p Cent.			
By Cash Advanced his Order dated 8th Augt 1760 @ 12 p Cent.		1000	00
Compagie Merchandize Bill at 4 Months			
By Cash Received from Pallinde Company Merchandize		1500	00
Interest on your Account			
By Cash Received of Mr Lewis Ulan Leylingen		700	00
for Interest			
By Cash Received of Mr Lewis Ulan Esq. @ 15 p Cent.		151	50
Letter from Negapatnam Esq.			
By Cash Received from the Secretary on your Account		70	00
By Cash Received from the Secretary on your Account			
By Cash Advanced his Order dated 8th Augt 1760 @ 12 p Cent.		16	00
His Account of Cash 1160 @ 10 p Cent.			
By Cash Received from Pallinde Company Merchandize		16	00
By Cash Received from Pallinde Company Account of Cash 809			
By Cash Received from Pallinde Company Account of Cash 236		236	00
By Balance due to Pacchiya Chitty		1778	20
		8173	20

Negapatnam &c. 8173 20

Errors Excepted this 23d Septr 1763
E. E.

Dr. Christian Van Teylingen in Account with Chocalinga Chitty Cr.

Date		Particulars		Dr.		
1762 August	11th	To Ballance of an Account Current of this Date		690	"	23
		To a Set of Bill of Exchange Drawn upon You by the Chief of Bemlepatnam in my favor for Vizpees 167 @ 350 ℘ % Pagodas		479	3	"
		To Cash Received Short from Mr. Turing and Sawmy Pule Account Palmeras		116	18	"
September	26th	To Sundrys Sent You ℘ Sloop Piana in a Parcel				
		25 Painted Pellow Cases	Pagd. 10 " "			
		24 Window Curtains	10 " "			
		3 Palampores for Children	2 " "			
		2 Pr. Cambrick fine	9 " "			
		12 Pr. Women Stocking	6 " "	37	"	"
October	7th	To Sundr. Sent You ℘ Vaide Preide Sloop				
		24 Pr. Red Handkr. fine 10 in apr.	54 " "			
		20 Stocking Caps fine	20 " "			
		3/4 lb of White Red and Blue thread	3 " "	77	"	"
November	25th	To Sundr. Sent You by Peon Chavery				
		2 Patches Red Gingham English Pattern	13 " "			
		10 Do Cambays of Ten Different Do	65 " "			
		2 Pr. Handkr. fine of the same do	6 " 12 "	84	12	"
1763 March	23d	To 6 Chints Patticoat sent You Via Philip Dormeieux Esquire		19	12	"
		To 1 Bale of Chints fine Contg. 5 Corges @ 45 ℘ Corge		225	"	"
		To 1 do do		225	"	"
		To 1 do Europe Pattern Sent You ℘ Sloop Pevira Via Capt. Dormeux Contg. 10 Corges @ 40 ℘ Corge		400	"	"
	30th	To 12 Patticoat sent you ℘ Peon				
June	7	To 20 Stocking Caps do	38 " 12 "			
July	5	To 4 Patches of fine Moorees Sent by the dubash	11 " "			
September	8	To 6 Chints Petticoats Yellow agreeable to Your Muster	20 " "			
		To Interest on the above Sums to the 11 August 1765 @ 8 ℘ Cent	16 12 "	86	"	"
				2429	21	23

Date	Particulars	Dr.		
1763	By the Amount of 40 Rolls of Gold thread @ Pagd. 14 ℘ Roll	560	"	"
	By Ballance due to me	2293	21	23
	Negaptn. Pagd.	2853	21	23

Fort St. George 23d September 1765

Errors Excepted

[illegible]

Read and filed
22 October 1765

The Answer of Christian Van Englingen late of Negapatnam Esqr Defendant to the Bill of Complaint of Chocalinga Chitty of Pullicate Merchant by his Attornies Cundapah Chitty and Chudgapah Chitty of Madras Merchants Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all Manner of benefit and advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Bill of Complaint contained for Answer 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 denies that he is indebted to the Complainant in the Sum of Two thousand two hundred and Ninety three Pagodas twenty One fanams and Twenty three Cash Current money of Negapatnam arising either upon the Ballance of the Accounts Annexed to the Complainants Bill or any other Accounts But Admits that he is indebted to the Complainant in the Sum of Six hundred and Ninety Pagodas twenty three Cash the Ballance of the first Account annexed to the Complainants said Bill And this Defendant further Saith that with Regard to the Second Article in the Second Account annexed to the Complainants said Bill And this Deponent further Saith that with regard to the second Article in the Second Account Annexed to the Complainants said Bill whereby this Defendant is Unjustly Charged with a Set of Bills of Exchange drawn upon him by the Chief of Bantapatnam in favour of the Complainant for One thousand Six hundred and Seventy Seven

Rupees making at three Hundred and fifty Rupees p One Hundred Pagodas four Hundred and Seventy Nine Pagodas and three fanams that was Settled between the Complainant and this Defendants Dubash Veniago Mootoo that it is a false and Unjust Charge And as this Defendant verily believes is Invented in the Compltts Accot merely to Harrass and Perplex this Defendant and to Extort so much Money from him at a time when He is very much Distressed and this Defendant further saith that with regard to the third Article in the said Second Account Annexed to the Complainants Bill hereby he is Charged with One hundred and Six Pagodas Eighteen fanams Received Short from Mrs Turing & Swamy Pulvan Account of Palmeiras the said Palmeiras did Amount to no more than Seven Hundred Pagodas which the Complainant in the said first Account Acknowledges to have received which plainly proves the falsity and Unjustness of that Charge and this Defendant further Saith that to the best of his Remembrance and belief He never Received the Goods with which the Complainant hath Charged Him in his said second Account or any of them nor doth He Remember ever to have heard any thing of them And with Regard to the Interest with which the Complainant hath Charged this Defendant in the said Second Acct this Defendant humbly Conceives the Complainant is not Intitled thereto or to any part thereof as no Demand was ever made on this Defendant either for the Sum which the Complainant so Unjustly pretends this Defendant is Indebted to him or for the Sum which this Defendant Admits He owes the Compltt And this Defendant further saith that if he had not been obliged to leave Negapatnam the Complainant would not have Attempted to Charge this Defendant with the Articles with which he has Charged him in the said last Account on the Contrary this Defendant Saith that for the favour this Defendant shewed him and other Merchants in the Mantapalem Assistant

Trade they not only forced presents upon him but Primed to give him a thousand Pagodas as they thought they had not sufficiently gratified him for the favours He had done them in the said Trade And this Defendant begs leave to Inform this Honble Court that the greatest part of this Defendants fortune was Seized by the Mayors Court at Nagapatnam whereby and by the Debts He has been Obliged to Discharge since He left Nagapatnam He is much reduced therefore He humbly hopes the Complainant will be Advised to Apply to Nagapatnam for what this Defendant shall appear to this Honorable Court to be Indebted to him.

All which Matters and things this Defendant is ready to Aver Maintain and Prove as this Honorable Court Shall Direct and humbly prays to be hence Dismissed with his reasonable Costs in this behalf most wrongfully Sustained.

Ch: Van Teylingen

Fort St George 16th October 1765

John Sykes
Attorney for the Defendant

This Answer being Shewn between the Days of Adjournment was Sworn to by the Defendant before Me

John Delamaire
Alderman

Read and filed
12th November 1765

The Replication of Chocalinga Chitty by his Attorney Cundapah Chitty and Chidyapah Chitty to the Answer of Christian Van Teylingen

The said Replyant saving to himself all Advantage of Exception to the Uncertainties and insufficiences of the Defendants said Answer for Replication thereunto Saith that all and Singular the Matters

and things in the Replyants said Bill of Complaint are true as the same Are Alledged and for further Replication the said Replyant saith with respect to what the Defendant Alledges to the Sum of Four hundred and Seventy Nine Pagodas three fanams being Settled between him and the said Dubash, but on the Contrary the Defendant himself frequently promised the said Replyant payment as Can and will be verified by a Number of Creditable Witnesses to the third Article of One Hundred and Six Pagodas Eighteen fanams Specified in the said Replyants Account Current Annext to the Bill of Complaint which the Defendant Objects to, this Replyant saith that very true it is that the said Replyant hath given him Credit for so much Money on Account of Palmiras Received from Master Turing at Madras and from Swamy Pullah at Pullicat yet the said Replyant Did not Receive more than what is Set forth in the Account Current Annext to the Bill of Complaint which was far short of their Number this Matter will be manifested by the Conniveny of the Late Master Turing and Swamy Pullah at Nagatnam to the Objections the Defendant Makes to the whole of the Piece Goods being Charged to his Account the said Replyant Saith that those Goods were made up for the Defendant and given to Master Dormieux the Chief at Pullicat who by Orders from the Defendant Received such Goods which Goods the said Master Dormieux Sent to the Defendant by Sea and Land as will appear by the Deposition the said Master Dormieux at the Publication of this Cause the said Replyant for further Replication to the Assertion of the defendt as to a Promise made by the said Replyant of One thousand Pagodas on Account of the Vendapollam Trade that the same is Entirely false as the said Replyant Saith he never made any promise of that Nature and that such an Assertion is very Ungratefull in the Defendant as he very well knows what large Sums of Money have been paid by the said Replyant to the Defendant upon

upon every frivolous Pretence of his own without the Knowledge of the Council at Negapatnam nay the very Account Current of the Eleventh day of August One thousand Seven hundred and Sixty two Was Settled by the Defendant to the very Great Detriments of the said Replyant who was out of Pocket some hundred of Pagodas for a further Observation the said Replyant saith that he has the very Same plea with the Rest of the Merchants under the Subjection of the Dutch East India Company for throwing in to his Acct the several Sums of Money that the said Replyant paid to the Defendant upon his Demand but this the Replyant waves as well knowing it would be to no purpose as the Replyant was at Liberty to Leave the Countrary or Pay what ever Sums the Defendant Should please to impose upon him the said Replyant further saith that he frequently made a Demand by Letter on Defendant at his Residence at ..... Negapatnam from Pullicate and by an Application to his Dubash Causavapermaul who some times Came to Pullicate on Account of his Master the said Defendants Business And Lastly the said Replyant saith that the Amount of five hundred and Sixty Pagodas Credited the Defendant by the Replyant for Forty Rolls of Gold thread was Received of Mr Dormieux in part payment of the Amount of Piece Goods provided and Sent to the Defendt this the Repliant thinks is a Sufficient Evidence of a demand being Existing and that the Goods were provided for and on Account of the Defendant

All which Matters and things the said Replyant is Ready and Willing to Verifye Maintain and prove in such Manner and form as this Hon'ble Court shall Direct and humbly Prays as in and by his said Bill he hath Already Prayed.

Chas Bromley
Attorney for the Replt

The Rejoinder of Christian Van Teylingen Defendant to the Replication of Chocalinga Chitty by his Attorneys Cundapah Chitty and Chudyah Chitty Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all manner of Benefit and Advantage of Exception to the many Errors Untruths Insufficiences 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 And this Defendant further saith that the Article of four hundred and Seventy Nine Pagodas three fanams Was Settled between the Replyant And this Defendants Dubash as he hath Already Stated in his Answer to the Replyants Bill, so that it is a false and Unjust Charge, And this Defendant ought in no Manner to be further Accountable to the Replyant for the same & this Defendant Admits He might have Promised the Replyant payment before the same was so as aforesaid Settled between him and this defendts dubash, but Absolutely denies that he did promise payment Since such Settlement, And this Defendt further saith that the Palmiers Mentioned in the second Account Current Annexed to the Replyts Bill, And in his ..... Replycation did Amount to no more than Seven hundred Pagodas And the ..... Replyant has given him Credit for that Sum on that Account in the first Account Annexed to the said Bill, so that it is Impossible One hundred and Six Pagodas Eighteen fanams, As the Replyant very Unjustly Charges should have been paid Short on that Account And the Replyants giving this Defendt Credit for Seven hundred Pags when the said Palmeirs Amounted to no more than that

that Sum, is a plain Demonstration without any further Evidence that the Replyt did Receive the whole Amount thereof And also plainly Shews the Falsity and Unjust-ness of that Charge & this Defendt Absolutely denies that He ever gave any Order for the Defendts to deliver the Piece Goods Charged in the second Acct Annexed to the Replyants Bill of Complaint or any of them to Mr. Dormieux Chief at Pullicat or that the said Mr. Dormieux sent the same to this Defendant or that He ever Received the same But Saith this is an Unjust Charge And with the other Charge about the Palempore is made in Order to Extort so much money from this Defendant at a Time when it is very well known both by the Replyant and many others that this Defendant is very much Distressed by the Proceedings of the Mayors Court at Negapatnam Against him, And the Debt which this Defendant has been obliged to discharge since He left that place And this Defendant further saith that for the Favour He shewed the Replyant And other Merchants in the Wentepalicumpt Trade they promised him a thousand Pagodas besides what they had given him as being Conscious that for the Services He had done them therein they had not Sufficiently gratified him, And that this Assertion is not nor Cannot be Ungrateful in this Defendt as He owns it to be true, And the Replyant and other Merchants making such promise to this Defendant as beforementioned Plainly Shews that notwithstanding what they might have given him before the making of such promise they thought He Deserved a further Gratuity for his Services in the said Trade And this Defendant denies that the Account Current of the Eleventh day of August One thousand seven hundred and Sixty two was Settled by this Defendant to the very great or to the Least Detriment of the Replyant or that He was out of Pocket some ..... hundreds of Pagodas or any Sum of Money whatsoever On the Contrary this Defendant Saith that the said Account was fairly and justly Stated and

and Settled And therefor it is Impossible the Replyant could be any money out of Pocket on Account of the Settling thereof And this Defendant further saith that the Replyants Crediting this Defendant with five hundred and Sixty Pagodas for Forty Rolls of Gold thread is no Sufficient Evidence that the Goods wherewith the Replyant hath Charged this Defendant were provided for And on Account of this Defendt for there is not a Word mentioned in the Account of it's being in part payment of the Amt of Piece Goods or Upon any particular Account but it is a General Credit for so much Gold thread and as it is Credited Appears to be Taken in part payment of the Ballance of the first Account Annexed to the Replyants Bill Then an Account of the Piece Goods Charged in the second Account Annexed thereto, which this Defendant verily believes was by the Replyant meant so to be at the time he gave this Defendant Credit for the same particularly as there is no date to it which makes it plainly Appear to have been received by the Replyant immediately upon or soon after the Settling the said first Account And for that Reason no Date was put to it for had the said Gold thread been Received by the Replyant in part payment of the Piece Goods with which he has Charged this Defendant in the said Second Account it Certainly would have been Dated at or after the Time the Replyant ... pretends this Defendant so Received the same which this Defendant thereby hopes will be Sufficient without any further Evidence Clearly to make Appear to this Honorable Court that the said Gold thread was Received in part payment of the Ballance of the said first Account, And not on Account of the Piece Goods Charged in the said Second Account

All which Matters and things this Defendant is Ready to

to Anna Maintain and prove as this Honble Court shall Direct and humbly
prays as in and by his said Answer he hath already Prayed...

John Sykes
Attorney for the Defendant

Rd & Fd
21st January 1766

The Surrejoinder of Chocalinga Chitty

by his Attornies Condapah Chitty and Chudyapah Chitty to the Rejoinder of Christian Ulan Feylinger

This Complainant for surreply to the Cause shewn after Hearing doth not think this Cause Regularly at an Issue by reason of some New Matter arising from the Defendants Rejoinder for which Reason this Complainant think proper to Surrejoin and Accordingly doth Surrejoin and Say that the Charge of Four hundred and Seventy Nine Pagodas and three fanams is ... just and that the Promise of the Defendant respecting the same will be verified by Witnesses as well as the Sum of one hundred and Six Pags. Eighteen fanams for Palempores But regarding the Piece Goods so strenuously and obstinately denied by the Defendant the Complainant by the following Translates of several Letters will shew to this Honorable Court the orders and Directions of the Defendant respecting the several Articles Charged to his the Defendants Account by this Complainant thereby Supporting the

whole of his demand on the Defendant and proving the insufficiency of the defendts Defence Viz by Letter written in the Malabar Language and Translated into English by Cancapah this Honble Courts Interpreter Dated the 13 day of September in the Year 1762 from Vunaga Moorty the Dubash of the Defendant who is mentioned in the Defendants Answer the said Vunaga Moorty says in manner following "I am ordered by the Governor to write to you that he wanted a Large of Cotton Cape to send to the ... "Governor of Batavia if You can provide that Quantity please to send them by the "Peon if not the whole a half or a quarter of a Large the Goods agreable to the Contract made "with Chocalinga Chitty by the Governor you will send on board of the Sloop Yamah "without detaining of one Piece — and the Goods for the Use of my Mistress you will "Likewise send within this Month and if they are not provided the Governor will be "Dissatisfied if You want any thing more let me know" Directed to Poochey Moothe Chitty Company Merchant at Pullicat By another Letter dated the 13 day "of October in the same Year from Vunagamoorty to Poochey Moothe Chitty "and Chocalinga Chitty written in Malabar he says "My Mistress ordered "me to acquaint you that the Palempore and Pillow Case for the Child which "You sent are not worth one Cash the Reason is that the Pillow Case are too small "and the Palempore are not painted agreable to orders my Mistress is very "angry with you and therefore I would advise you to provide some more pillow "Cases and Palempore and let them be three quarters of a Cubit longer and broader "than those You before sent and send them in fifteen days by which you will "please my Mistress any News please to let me know" by another Letter dated to

to the said Poochey Moorty Chitty and Chocolinga Chitty from Veenaga
Moorty dated the 18th November in the same Year he Says" the Governor has
„Ordered me to write to your both and Says that when he was at Pullicate he
„told You to send him all the Goods belonging to the General and you promised
„him you would as soon as you was gone from thence which you have Neglected
„doing, on Receipt of this Letter send all the Chintz as the Packet intended for
„Batavia is kept open that Account likewise send the Price Current and do not
„send any over Land You have sent some Double Caps for the General but they
„will not do therefore send a Corge of fine Caps of Single thread time enough to
„Arrive by the thirtieth of December the Childs Sheets Pillow Cases and 1
„Cloth get ready and send them soon there were wanting of the Childs Linnen
„You sent before 1 Sheet and One bed Case and the Pallampore send in the manner
„as before directed any News acquaint me thereof" By another Letter of the
12th day of February 1763 written in the Mallabar Language and Signed
„in the Margin of the same Ch. Van Teylingen and by him directed to
„Chocolinga Chitty and Sealed with his Seal the said Christian Van Teylingen
„the Defendant Says" that Veenaga Moorty having wrote to you three or four
„Letters to send me the Contracted Chintz last year which you promised to
„by sending them on board of a Sloop and over Land but you have neglected
„to do so, therefore I desire you would send over land the Chintz agreeable
„to Contract without further delay you have not agreeable to my direction
„concerning the Corge of Caps to be made of a Single thread for the General
„Complied therewith but sent me Caps made of Double thread
„and therefore they will not do I have several times directed

„You to send me Caps of a Single thread at the time you send the Contracted Chintz for
„Batavia Ilikewise informed you that I wanted 5 or 6000 Pagodas worth of Goods
„the particulars whereof I enclosed in the Letter but you neglected to Answer my
„Letter I therefore desire you would send me what Goods you may have got ready and
„them by Your People and let me Know what Goods you cannot get I will send You
„the money by the Person who brings the Effects send me some Pullicate Handkerch=
„=iefs Cambays &c. and Vandapallam Goods of the same Kind and I will pay you
„here or if you want the money there I will send you a Bill of Exchange Payable
„to you at Pullicate take particular Care in preparing goods within days and send
„the same to me" By another Letter dated the 27th day of March in the same Year
„1763 from Veenaga Moorty to Chocolinga Chitty he Says" the Governor hath Ordered
„me to write to You that Your neglecting to send him the Chintz Contracted for,
„hath vexed him much therefore send him the same as soon as possible and likewise
„for his own Use send him two Pieces of fine handkerchiefs and four Pieces of
„Cambricks I have not received the Rubies and the Emerald Ring You promised Me
„any News or Commands write to me" By another Letter from Causapermaul
another Dubash of Mr. Van Teylingen the Defendant under the Seal of the
„said Christian Van Teylingen but without any Date he Says I am
„Ordered by the Governor to write to you that it is ninteen Months since
„the Governor gave you some Gold thread and directed you to provide goods
„and send them to him but you have not complied with his Directions
„he ordered you to paint the Goods with small Flowers and you have
„done them in large Flowers consiquently they are Spoiled you promised to
„send these Goods in the Month of June last and afterwards in the Month
of

„ of January therefore you do not keep your word but play the fool with him
„ take Care of what you are about as a Letter is wrote to the Governor of Pullicate
„ on sight of this Letter deliver all the Goods to him that were made for the Use
„ of the Governor here and advise us thereof" By another Letter dated 29th July 1763
„ from Veenagamoorty to Chocolinga Chitty he Says" the Governor hath directed
„ Me to write to You as you told him the price Current for the Goods Designed
„ for Batavia was wrote on the back side of Causapermaul Letter that he has looked
„ over the Letter and could not find any such thing therefore on receipt of this send the
„ Accounts or you will be sent here send them as soon as possible — any news or Comm=
„ =ands write to me" — The Complainant further says that by the Letter of the 13th day
of September 1762 there appears to have been the very Goods provided for the Defendt
as is particularized in the Complainants Account Current and that such Goods
and Merchandizes were a distinct and Seperate Account than that of the 11th
of August in the Year 1762 and that at the request of the Defendant these Goods
were made up for him and that part of the Effects did come to the possession
of the Defendants Family is verified by the Letter from Veenaga Moorty
dated the 13th day of October in the same Year 1762 and of the 18th of November...
following and more Especially so by the Defendants own Letter under his
hand and Seal (ready to be produced to this Honorable Court when required,
wherein he acknowledges a Contract to have been made with the Complainant
by Saying" I desire you would send over land the Chints agreeable to Contract
„ not only proving the Existence of the Demand so justly made upon him by
„ the Complt but Confirming what Veenaga Moorty his Dubash had wrote
„ on the Occasion as well as his the Defendts inclination for a further Supply

of

of Goods proper for Batavia this the Complainant immagines is a totall refutation of
the Defendants Allegations regarding his never givings Orders for such Goods and a further
refutation to the Defendants Saying that he never gave any Orders to Mr Dormieux
the Chief at Pullicate to receive these Piece Goods, the Letter of Causapermaul another
Servant of the Defendant wherein he Says that the Governor (Meaning the defendt)
had ordered him to write to the Complainant wherein he Acquainted him a parcell
of Gold thread had been advanced him and Directions given to him the Complainant
by the Defendant to provide Goods which the Complainant had not done and....
therefore his Master (Meaning the Defendant) had Wrote a Letter to the Governor
at Pullicate (meaning Mr Dormieux who then resided at Pullicate and further
he Advised him on receipt of the Letter to give all the Contracted Goods to the said
Gentleman — this is a further Circumstantial proof of the delivery of the Effects to
Mr Dormieux and that such delivery was agreeable to the Orders of the Defendt
and further to the Defendants saying that he never received the same (Meaning the
Piece Goods) the Letter of Veenaga Moorty of the 29th day of July in the Year 1763
the Complainant says that by the very sence of the said Letter there appears....
a Delivery of the Piece Goods and that they came to the Defendants possession by
the said Veenaga Moorty Complaining of the Want of the Price of the several
Effects and in Case the Complainant did not send them the Defendant would
oblige him the Complainant to come and settle his Accts the question naturally
Arises what Accts were to be settled whether those of the 11th day of August in the
Year 1762 or those for the several Goods since delivered the Answer to such
Question will this Complainant humbly presumes be the Accounts for
the several Articles delivered since the said Month of August the Complt
would further observe to this Honble Court how far and just every
article

Article and every Sum Charged in the Account Current annexed to his Bill of Complaint is and how inconsistant the Answer of the Defendt is and his Please to support it will this Complainant humbly Conceives entirely ... Support his Bill of Complaint — And as to any other Matter or thing in the Defendants Rejoinder to which this Complainant has not Sufficiently ... Answer unto he this Complainant thinks the same entirely without foundation and therefore needs no further Refutation than their own improbability

All which matters and things this Complainant is ... Ready to Verifye and maintain in such manner and form as this Hon'ble Court shall direct and humbly prays as in and by his said Bill he hath already Prayed

Chas. Bromley
Attorney for the Complt.

Read and filed
18th February 1766

The Rebutter of Christian Van Teylingen to the Surrejoinder of Chocalinga Chitty by his Attornies Cundapah Chitty and Chudyapah Chitty ...

This Defendant in Answer to the Reasons given for the Complainants Surrejoining that some New Matter has Arose from this Defendants Rejoinder Saith that he hath Setforth no new Matter in his Rejoinder nor doth this Defendant Apprehend that the Complt

Complainant could have the least Reason for Surrejoining as what this Defendt has Asserted in his Rejoinder was only a Confirmation of his Answer to the Complainants Bill and a Refutation of the Complainants Assertions in his Replication And this Defendant further Saith that he absolutely Denies that the Charge of four hundred Seventy Nine Pagodas and three fanams is a just One on the Contrary the same is a very Unjust Charge as it was Settled between the Complt and this Defendant Dubash as is already Setforth in his Answer and Rejoinder And it is a Vague and Empty Plea of the Complainant to Say that the Promise of this Defendant Respecting the same will be verified by Witnesses for this Defendant humbly Insists any such promise that this Defendant might make before such Settlement as aforesaid was made void thereby And that the Same is not now in force nor can or ought this Defendant to be further Answerable or Accountable to the Complainant for the same And with regard to the Complts Charge of One hundred and Six Pagodas and Eighteen fanams for Palmeirs this Defendt Once more begs leave to Observe to this Hon'ble Court that the Complainants giving this Defendt Credit for seven hundred Pags in the first Acct Annexed to his Bill when the said Palmeirs Amounted to no more than that Sum is a Plain Demonstration that the Complt did receive the whole Amt thereof and therefore it is Impossible this Defendt Could be Indebted to him in any Sum of Money on that Account And this Defendant further Saith that the Several Letters mentioned and Recited in the Complainants Surrejoinder (if any such were Wrote and are now in being which this Defendt by no means Admits) are no Sufficient Proof that the Complainant did Provide this Defendant with the Goods Charged in the second Account Current Annexed to the said Bill for if this Defendant or any Person on his Account

ever

ever Requested the Complainant to Provide him with the Goods therein-
mentioned some of the very Letters in the said Surrejoinder recited plainly
shew that the Goods Requested were not Provided accordingly and what is by any
of those Letters Acknowledged to be Received are a few Trifling things and
particularly Complained of as not being Worth a Cash and repated Complaints
of the Goods Requested not being sent a desired And this defendant in Answer to the
Letter of the thirteenth day of September in the Year of our Lord One thousand
Seven hundred and Sixty two whereby the Complainant pretends there appears
to have been the very Goods Provided for this Defendt as is Particularized in
the second Acct Curr Annexed to the Complainants Bill, begs leave to Observe
that the first of the price Goods Charged in that Account is not dated till the
Twenty Sixth of September in the Year of our Lord One thousand Seven
hundred and Sixty two so that it is Impossible that Letter could be an
Acknowledgment of or could mean the same Goods that are Charged in
that Account but must be an Acknowledgement of part of the Goods of
which the Account of the Eleventh day of August in the year of Our Lord
One thousand Seven hundred and Sixty Two Consists for it is Impossible
for this Defendant or any Person on his Account to have Acknowledged
the Receipt of Goods thirteen Days before he received them nor would
the Complainant have Charged this Defendant for them so long after
his providing this Defendant with them but Certainly must have
Charged them in Acct the day He Sent them from Pullicate which this
Defendt humbly hopes will be Sufficient to Evince to this Honble Court
that

that those Goods so as aforesaid Acknowledged were not nor could be the Goods
Charged in the said Second Account but must have been Goods Provided and
Settled in the said former Account And this Defendant further saith with
Regard to that part of this Defendants Letter where He desires the Com-
plainant would Send over Land the Chintz Agreeable to the Contract
that Certainly (if the Complainant can Produce the same) will Prove
that such a Request was made by this Defendt but humbly submits to
this Honble Court whether it is the least Proof of the Goods being sent by the
Complainant to this defendt or whether this Defendants Request was
Complied with which by a close Attention to the other part of the said
Letter this Defendant humbly hopes there will appear Sufficient
Reason to Imagine the said Goods were not Provided, for He Says "that
"Veenaga Moorty having Wrote to you three or four Letters to Send me the
"Contracted Chintz last Year which You promised to do by sending them
"on board of a Sloop and over Land but You have Neglected to do so" And in
another part of the said Letter He Complains of the Complainants not
having Provided him with other Goods According to his Desire and of
his even having Neglected to Answer his Letter And if the Complainant
had been so Negligent as not only to Omit Sending the Defendant the
Goods He desired but Neglect Answering his Letters why might he
not Neglect Complying with this Defendts Request in the said Letter, these
Circumstance However this defendt humbly hopes will not Escape the
Notice of this Honble Court but will be a Refutation of the Compl^ts Assertions
Relative thereto & this defendt in Answer to the Letter of Causa Permanl so much
taken

taken Notice of by the Compl.t whereby after Complaining of the Complainants Neglecting to Provide the Goods desired He Acquaints him that this defend.t had wrote a Letter to Mr. Dormieuse then Governor of Pullicate & Advised him on Receipt of the Letter to give all the Contracted Goods to the said Gentleman Says that it is not the least Circumstantial proof of the Delivery of the Effects to Mr. Dormieuse but a bare Order mixed with Complaints of the Compl.t not having provided this Defend.t with the Goods which he Requested and an Order for a Parcel of Goods without the Actual delivery of them Certainly cannot be the least Proof that such Goods were ever Received by the Person giving such Order nor ought he to be Accountable for what is Ordered or Requested and never Received which plainly appears to be the present Case And this Defend.t further saith that the Letter of Veenaga Moorty of the Twenty Ninth day of July in the Year of our Lord One thousand Seven hundred and Sixty three does not Imply nor does it by the Sense of the said Letter appear that the Piece Goods with which the Complainant hath Charged this Defend.t in the said Second Account were delivered to this Defendant or that they came to this Defendants Possession but leaves it very Doubtful what Goods He meant or whether those Goods were ever Received by this Defendant for He Says "the Governor hath directed me to Write to you as you told him "the Price Current for the Goods designed for Batavia was wrote on the ... "Backside of Causa Permauls Letter that he has looked over the "Letter and Could not find Any Such thing" plainly Demonstrating that He might as well mean other Goods As those Charged by the Complainant "as aforesaid and also by his Saying" the Goods Designed for Batavia" that

that this Defendant might not then have Received them for if this Defendant Ordered the Compl.t to furnish him with those Goods for Batavia He certainly as much Designed them for Batavia at the time he Ordered them as he could have Done if He had Received them And with regard to the Complainants Observation to this Hon.ble Court of the fairness and justness of every Article and every Sum Charged in the said Account Current and how Inconsistent this Defend.ts Answer is this defend.t humbly presumes the Complainant has not by his long Allegations and Assertions Produced any Satisfactory proofs or Circumstances to shew the Justness of his Charges but produced Circumstances which plainly Demonstrate that if such Orders and Directions were given by this defendant or his Servants as recited in the said Letters it could have been nothing but either the Complainants Negligence in his Business or ill Treatment of this Defendant by not Complying with such Orders and Directions that could Occasion such frequent and Repeated Complaints both of his not Complying with such Orders and of the few Trifling things which he sent this Defend.t or which by the said Letters appears to have been sent not being according to Orders and not worth a Cash All which this Defendant humbly Submits to the Consideration of this Hon.ble Court And with regard to any other Matter or thing in the Complainants said Surrejoinder and which is not herein Particularly Answered unto the same is very Untrue Evasive and ... Insifficient for this Defendant to make any further or other Answer thereto

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 as in and by his said Answer and Rejoinder He hath already Prayed

John Sykes
Atty for the Defend.t

Witnesses
Subramony Pullah
Annamallee Pullah
Philip Dormoiuse Esqr

Interrogatories to be Administred to such Witnesses to be produced Sworn and Examined in a certain Cause Depending and at issue in the Hon'ble the Mayors Court at Madraspatnam wherein Chocalinga Chitty of Pullicate Merchant by his Attorneys Cundapah Chitty and Chudapah Chitty is Complainant and Christian Van Teylingen late of Negapatnam Esqr is Defendant One the part and behalf of the Complainant

Interry To all the Witnesses

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

2d ..... Do you know or do you not know whether any or what Goods were provided by the Complainant for the Defendant, do you know or do You not know of any orders or directions giving by the Defendant to the Complainant, or were you or were you not the person that receive the Orders and directions of the Defendant for the Complainant and did you or did you not Receive and take of the Complainant on Account of the Defendt Sundry parcells of piece Goods agreeable to the Directions of the Defendt if yea setforth when such Orders and directions were given and to whom sent, and whether in Compliance there with you was any ways concerned and when, and where, and in what manner you negociated the Business between the Complainant and Defendant and the particulars of whole Transactions

Transactions to the best of your Knowledge Remembrance and belief, setforth

Subramoney Pullah
Pulla Annallee

3d ..... Do you know or do you not know of any Orders or Directions given by the defendant to the Complainant respecting sundry parcells of Piece Goods, if yea setforth what were the several Articles that Compose such parcell of the piece Goods, the Orders respecting the same and the time when such time when such Orders were given, Do you know or do you not know whether any or what Goods were given in Compliance to the above Orders, if yea to whom was such Goods delivered and by whose Orders and Directions were such Goods received, and for whose Use, and whether such Goods came to the hands of the said defendt do You know or do you not know of any or what Goods and Merchandize were given by the Defendt to the Complt for & on Acct of the several Transactions abovementioned, if Yea setforth the particulars of such Goods and Merchandize and the time when received together with such directions Relative to the same as have come to Your Knowledge Remembrance and belief

Subramoney Pullah
Annamallee Pullah

..... Do You know or are you acquainted with the Paper Writings hereto shewn you at this time of Your Examination if yea setforth whose Writing the same is & by whose Orders and directions such Writing was made and how and in what manner you are acquainted with these Paper Writings particularly declare to the best of Your Knowledge Remembrance and belief

To all the Witnesses

..... Do You know or do you not know whether any and how much Gold thread was by the Defendt to the Complainant given if Yea, upon what Acct was such Gold thread deliverd the quantity how much, the time when place where, particularly setforth and Declare to the best of Your Knowledge Remembrance and belief

To

all the Witness ... Do you know or can you set forth any other Matter or thing which may tend to the Advantage and Benefit of the Complainant to which You have not hertofore been particularly Interrogated if Yea the same to the best of Your Knowledge Remembrance and belief particularly Declare.

Chas Bromley
Attorney for the Compt.

This Paper Writing was shewn to Subramanny Pullah and Annamallu Pullah at the time of their Examination before me in a Cause Depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Choralinga Chitty of Pullicat Merchant is Complainant and Christian Van Seylingen late of Negapatnam Esqr is Defendant this 9th day of July Anno Domini 1766.

Richard Latham
Examiner

This Paper Writing was shewn to Subramanny Pullah and Annamallu Pullah at the time of their Examination before me in a Cause Depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Choralinga Chitty of Pullicat Merchant is Complainant and Christian Van Seylingen late of Negapatnam Esqr is Defendant this 9th day of July Anno Domini 1766.

Richard Latham
Examiner

This Paper writing was shewn to Subramony Pullah & Annamallu Pullah at the time of their Examination before me in a Cause Depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein Choralinga Chitty of Pullicat Merchant is Complainant and Christian Van Seylingen late of Negapatnam Esqr is Defendant this 9th day of July Anno Domini 1766.

Richard Latham
Examiner

This Paper writing was shewn to Subramoney Pullah and Annamallu Pullah at the time of their Examination before me in a certain Cause Depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Chocolinga Chitty of Pullicat Merchant is Complainant and Christian Van Seylangen late of Negapatnam Coast is Defendant this 9th day of July Anno Domini 1766.

Richard Latham

Examiner

This Paper writing was shewn to Subramoney Pullah and Annamallu Pullah at the time of their Examination before me in a certain Cause Depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Chocolinga Chitty of Pullicat Merchant is Complainant and Christian Van Seylangen late of Negapatnam Coast is Defendant this 9th day of July Anno Domini 1766.

Richard Latham

Examiner

This Paper Writing was shewn to Subramoney Pullah and Annamallu Pullah at the time of their Examination before me in ascertain Cause depending and at Issue in the Honble Court at Madraspatnam Wherein Chocolinga Chitty of Pullicat Merchant is Complainant and Christian Van Suylingen late of Negapatnam Esqr is Defendant this 9th day of July Anno Domini 1766

Richard Lathom
Examiner

Mayors Court at Madraspatnam

Between Chocolinga Chitty Complainant
and Christian Van Suylingen Defendant

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

Subramoney) Pullah of Mangalum Coniaply) Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 9th Day of July 1766 shewn at the Office

Office of Mr. John Sykes Attorney for the Defendant by Comacopah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

A
1 To the first Interrogatory this Deponent Saith, he has known the Complainant 10 Years and the Defendant 5 Years or thereabouts

C
2 To the Second Interrogatory this Deponent saith, he doe know of some Orders or Directions given by the defendant to the Complainant respecting Sundry Parcells of Piece Goods, consisting of Stockings caps, chints and other sorts in compliance to which Orders, the Complainant at Pullicat sent the aforementioned Goods to the Defendant at Negapatnam, who duely received them: the whole amounting to Eleven hundred and fifty four Pagodas: for the said Goods the Defendant sent back to the Complainant forty) bundles of gold thread valued at five hundred and Sixty) Pagodas.

6
2 To the third Interrogatory) this Deponent saith he is acquainted with the seven Mallabar Letters now shewn to him: that they were sent by Order and direction from the Defendant the Hand Writing of One of the Letters is Andry) Cashavas, and the six others Venaga Moodys both Dubashes them to the Defendant — this Deponent came acquainted with the same by having had them shewn to him by the Complainant, to whom he was Coniaply) now this Deponent deposeth not to this, the fourth and last Interrogatory

Richard Lathom
Examiner

Mayor's Court at Madraspatnam

Between Chocalinga Chitty Complainant and Christian Van Teylingen Defendant

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

Annamallee Pullah of Pullicat, Conicoply Aged 34 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 9th day of July 1766 shewn at the Office of Mr. John Sykes Attorney for the Defendant by Conacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth.

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

Cd 2 ..... To the Second Interrogatory this Deponent saith, he does know of some Orders or directions sent in several Letters by the Defendant at Nagapatnam to the Complainant at Pullicate respecting several Parcells of Piece Goods which the defendt. desired the Complt. to send him — in Compliance to which Orders received in 1762 and 1763 — the Complainant sent at different times to the Defendt. Piece Goods, consisting of Stockings, caps chints, cambricks and Handkerchiefs the whole amounting to Eleven hundred and fifty four Pags. — which said Goods, the Defendant by Letters, Acknowledges to have received some in 1762 others in 1763 — and in Return the defendt. sent to the Complainant, some Gold thread, value five hundred & Sixty Pags.

Cd 3 ..... To the third Interrogatory this Deponent saith, he is acquainted with the

the seven Malabar Letters now shewn to him that they were sent by Order and direction from the Defendant the Hand writing of One of the Letters, is Audy Cashavas and the six others Venaga Moortus both Dubashes then to the Defendant this Deponent came acquainted with the same by having had them shewn to him by the Complainant to whom he was Conicoply more this Deponent deposeth not to this the fourth, and last Interrogatory

Richard Latham
Examiner

Comerah Swamy Pullah
Swamy Iyen
Alankara Pullah Witnesses

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam Wherein Chocolinga Chitty of Pullicate ... Merchant by his Attorney Cundapah Chitty and Chudyapah Chitty of Madras Merchants is Complainant and Christian Van Teylingen of the same place Esquire is Defendant On the part of the Complainant

Interry. To all the Witnesses

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

Comerah Swamy Pullah
Swamy Iyen

2d ..... Do You know, or do you not know of any or what ... Account or Accounts were settled and adjusted between the Complainant and the Defendant in the Month of August 1762? if Yea set forth on what day such Accounts were settled the amount of the Ballance and in whose favor the same was particularly Declare — Same

Same ..... 3d ..... Do You know, or do you not know, of a Sett of Bills Drawn by the Chief of Bimlepatnam upon the Defendant for the Sum of 1677 Rupees in favor of the Complainant And do you know or do you not know whether such Bills were presented to the Defendant for Acceptance if Yea what were accepted, whether by promise or Writing, to the best of Your Knowledge Remembrance and belief and the manner by which you became Acquainted with these particularly Declare

Alankara Pullah 4th ..... Do You know or do you not know of any or what Quantity of Palmiras were delivered to the Complainant on Account of the defendt by Mr Turing late Surgeon of this place, if Yea the Quantity with the Value thereof and by whose Orders and Directions such Palmiras were delivered the time when, and place where particularly Setforth & declare

To all the Witnesses ..... Do You know, or are you acquainted with any other matter or thing to which You have not been heretofore particularly Interrogated that may tend to the Advantage and benefit of the Complainant if yea Setforth the same to the best of Your Knowledge Remembrance and belief

Chas Bromley
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Chaolinga Chitty Complainant and Christian Van Teylingen Defendant

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

Comerah Swamy of Pullicat Conicoply Aged 70 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 10th day of May 1766 shewn at the Office [illegible]

Attorney for the Defendant by Conacapah, who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he has known the Complaint 15 Years and the defendant eight Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, he does know of some Accounts that were settled and adjusted between the Complainant and the defendt in the Month of August 1762 for Cloth that had been sold by the Complainant to the Defendant when a Ballance appeared in favor of the Complainant from the Defendant of Six hundred and Ninety Pagodas, twenty three Cash

3d ..... To the third Interrogatory this Deponent saith he does know of a set of Bills Drawn by the Chief of Bimlepatnam upon the Defendant, for the Sum of 1677 Rupees, in favor of the Complainant the said Rupees Exchanged into Pagodas made 479 Pags three fanams the above set of Bills were presented to the Defendant at Negapatnam by the Complainant (the particular date of them, this Deponent does not remember) and were Accepted by the Defendant the Amount of which the Defendant promised to pay to the Complainant, as soon as the Ship arrived — and the Ballance of Six hundred and Ninety Pagodas, twenty three Cash, likewise due from the Defendant, to the Complainant the Defendant said he would discharge in two or three days more this Deponent deposeth not to this or to the Last Interrogatory .....

Richard Lathom
Examiner

[illegible]

Mayor's Court at Madraspatnam

Between Chocolinga Chitty Complainant and Christian Van Teylingen Defendant

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

Alankara Pullah of Madras Conicoply Aged 29th Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 10th day of May 1766 shewn at the Office of Mr. John Sykes Attorney for the Defendant by Conacapah who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, he is not acquainted with the Complainant, but has known the Defendant 6 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith, he knows only, that there was in the Banksall of Mr. Turing late Surgeon of this Place, Eleven hundred and twenty five large and Twelve hundred and forty small Palmeiras (the value thereof this Deponent does not know) the whole of the above said Palmeiras were Delivered by this Deponent, to one Nagar Cooty Chitty, by Mr. Turing's Order — more this Deponent is not Acquainted with, in answer to this, the second, third and last Interrogatory.

Richard Lathom
Examiner

21 [illegible]

Mayor's Court at Madraspatnam

Between Chocolinga Chitty Complt. and Christian Van Teylingen Defendant

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

Swamy Iyen of Pullicat Conicoply Aged 40 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 14th day of May 1766 shewn at the Office of Mr. John Sykes Attorney for the Defendant by Conapa who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this deponent saith he has known the Complainant 20 Years, and Defendant 18 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith, he does know of some Accounts that were settled and adjusted between the Complainant and the Defendant, in the Month of August 1762 for Cloth sold by the Complainant to the Defendant at which time a Ballance appeared in favor of the Complainant, from the defendant, of Six hundred and Ninety Pagodas

3d ..... To the third Interrogatory this deponent saith he does know of a set of bills drawn by the Chief of Bimlepatnam upon the defendant, for the Sum of Sixteen hundred and Seventy Seven Rupees (Exchanged into Pagodas are 479 Cags 3) in favor of the Complainant which Bills were presented by the Complainant to the defendant at Nagapatnam, and were by the Defendant accepted the date of the said Bills this Deponent does not remember the Defendant promised the Complainant to send him the Money to Pullicat but never did more this Deponent deposeth not, to this or to the last Interrg.

Richard Lathom
Examiner

Mayor's Court at Madraspatnam

Tuesday the 2d day of June Anno Domini 1767

(L.S.)

Present

Anthony Sadlier Esquire Mayor

Thomas Powney — and John Holland

Aldermen

Mayor's Court

Between Chocalinga Chitty of Pullicate Merchant by his Attornies Cundapah Chitty and Chudyapah Chitty of Madras Merchants Complainant and Christian Van Teylingen late of Negapatnam Esquire 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 two Accounts annexed, The Defendants Answer, The Replication The Rejoinder, The Surrejoinder, The Rebutter, The Interrogatories and Depositions on the part of the Complainant with seven Mallabar Letters annexed Additional Interrogatories and Depositions on the part of the Complainant On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon It appearing to the Court that the Complainant hath brought Sufficient Proof of the justness of his demand Accept the Article of One hundred and Six Pagodas Eighteen fanams for Palmeirs which does not appear to be sufficiently explained This Court

doth therefore think fit [illegible] and doth Accordingly Order and decree that the Defendant sha[illegible]plainant the full and just Sum of Two thousand two hundre[illegible] Pagodas twenty one fanams and twenty three Cash (Pa[illegible]3) the Ballance of the Account Current annexed to the Comp[illegible] Complaint together with such Interest as now is or shall here[illegible]ome due thereon after the Rate of Eight ⅌ Cent ⅌ Annum untill full pa[illegible] made deducting therefrom the said Sum of One Hundred and Six Pagod[illegible]n fanams with Interest Charged thereon and that the Costs of Suit shall [illegible] by each Party in Proportion as they have prevailed in their Suit [illegible]

Court of Appeals at Madraspatnam

Thursday the 27th August 1767

Between [illegible]an Van Teylingen Appellant

Chocalinga C[illegible] Respondent

This Cause com[illegible]on to be heard and debated before this Court by the Attornies on both Sid[illegible] hearing the Petition of Appeal and Answer and the several Exhib[illegible] the Honble the Mayor's Court together with the Decree of the said C[illegible]en in this Cause on Tuesday the 2d day of June Anno Domini 17[illegible] upon due Consideration had of the Matters therein severally co[illegible]ined and of the pleading and Arguments Used by the Attornies on bo[illegible] Sides This Court doth think fit to order and Decree and doth Accord[illegible] Order and Decree that the Decree of the Honble the Mayor's [illegible]en in this Cause do stand Confirmed and that the Appellant [illegible] behence Dismissed with Additional

Cases of the Court of Appe

Honble H. Goodlad Clerk

Read and filed
27th August 1765

To the Honorable the Mayor^r
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator John Didanick Senuvin of Negapatnam Merchant by his
Attorney John Philip Labaraise and John Christian Boschaupt of
Negapatnam Clerk that Christian Van Teylingen late of Negapatnam but at present
of Madras Esquire stand indebted unto Your Orator in the Sum of Eleven hundred
and twenty five Pagodas and One fanam for that Whereas Your Orator acted
as Store House keeper to the Honble Dutch East India Company residing at
Negapatnam the said Christian Van Teylingen in the time of his presiding
over such last mentioned Settlement was supplied by Your Orator upon the
said Christian Van Teylingens Orders and for his own private Use, with the
several Articles Specified in the Account hereto annexed And Your Orator further
sheweth that on the said Christian Van Teylingens absenting himself from
Negapatnam he the said Christian Van Teylingen left the Money due
for those Stores being as aforesaid Eleven hundred and Twenty five Pags
and one fan^m unpaid to your Orator And your Orator further shews that
that Your Orator was alleged to be responsible for it and to pay such
aforementioned Sum of Eleven hundred and twenty five Pagodas
and one fanam aggreable to an order made at Negapatnam

and Council there bearing date the fifth day of August One thousand Seven hundred
and Sixty five as the Sum Total due for the several Articles so Delivered to the
said Christian Van Teylingen, And your Orator further sheweth that he hath
frequently and in an amicable Manner Requested Payment of the said Christian
Van Teylingen. But now so it is and may it please this Honorable
Court the said Christian Van Teylingen obstinately and wilfully refuses to
give Your Orator any manner of Satisfaction touching the premises Your
Orator therefore prays a Genral Relief such as to this Honble Court shall appear
Agreable to Equity and good Conscience To the End therefore that the said
Christian Van Teylingen may upon his Corporal Oath Set forth Whether
Christian Van Teylingen may true 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 Eleven hundred and twenty five Pagodas and one fanam with all
such Interest as now is or shall hereafter became due thereon also all Costs
of this Suit May it please this Honble Court to cause the said
Christian Van Teylingen to be Summoned and Required by the Sheriff
of Fort St George Town of Madraspatnam and the Districts thereof
personally to be and appear before this Honble Court at certain time and
place to be by this Honble Court prefixed and appointed then and there to
stand to and abide by such Order and Decree therein as to this Honble Court
shall seem Meet

Chas Bramley

A Bill of Sundries Delivered to the Honble Christian Van Sylingen Esquire by his Order from 4th Day of September 1761 to the 28th day of February 1763 Viz.t

113¾	lbs. of Mace	Pagd	167	8 50
133¾	of Cloves		148	11 30
163¾	Nutmegs		103	11 20
103¾	Cinnamon		114	13 30
15	Sandle Wood		1	6 —
1601	Malabar Pepr		238	10 20
387	Sugar Candy		16	5 —
260	Coffee beans		12	13 —
161	Dutch Shoes		6	— 70
24	Small Nails		1	6 —
5	pcs Plated Lead		21	9 —
240	lbs Old Persian Copper works		11	— —
1	Vermilion		—	18 —
8¾	Yard Red Dutch Velvet		25	12 —
13¾	Green Ditto		39	18 —
1	Green Cloth		4	11 30
4¾	Black Cloth		5	16 10
1	Roll Large Camphir Cripe		6	— —
13¾	pcs Double Romozeyn		80	3 20
5	Single Ditto		14	10 70
12	Ordinary Hatts		10	14 —
50	Soldiers Hatts		46	3 20
42	Yards Flesh coloured Cloth wherof Deduct			
28	wherof Granadeers Caps have been made for Compys Service			
14	Yards Cloth			
8¾	Yards blue Cloth, wherof Deduct		24	12 —

Brought Over Pagd

28	Yards for Compys Service		59	— 20
55	Yards Ticks			
11	pcs of Spectacles Viz.t			
	2 pcs Gold brimmed one		13	22 60
	4 Silver brimmed		9	10 60
	5 Ordinary		2	14 70
6	pcs Dungrees		1	21 —
176	Pack Yarnes		87	4 60
126	Pack Pipes		2	16 60
28	Pack Threa		2	7 60
5	pcs Ulster Cloth		2	21 60
		Pagodas	1125	4 —

John Philip Fabricius
John Christ Breithaupt
Attorneys

The Answer of Christian Van Sylingen Esquire late Governor of Negapatnam but at Present residing at Fort St George Defendant to the Bill of Complaint of John Diderick Senrain of Negapatnam Merchant, by his Attornies John Philip Fabricius and Christian Breithaupt of Tuppery Clerks Compltt

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors Uncertainties and untruths in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto, He this Defendant Answereth and saith that the Allegement is entirely false as will

appear on the annexed false Charges in Several Articles Charging Twenty five Hent and in other One Hundred Hent which is apparent in Regard to the Pepper where he Charges two thousand five hundred and Seventy One Pounds only One hundred and four Pagodas Ten fanams and Sixty Cash in his Second Account Marked B he Absolutely denies ever to have Received, and even had this Defendant Received it, it is impossible to make so Wide difference as he sets-forth in his said Second Account Charging Two thousand Six hundred and One Pounds at the Rate of Two Hundred and thirty Eight Pagodas Ten fanams and four Cash which makes only a difference of One Hundred and thirty three Pagodas upon thirty Pounds, And further this Defendant sets forth an over charge upon Sixty Two Common Hatts which he the Complainant first Charged thirty One Pagodas which now Recharges fifty four Pagodas as appears by the Accounts hereunto annexed Marked A B and C and upon the Velvet and Several other Articles he has persued the same Method But now so it is with Submission to this Honble Court hope will be esteemed as an instance of the fictiousness of his Accounts This Defendant further saith In regard to the Six Last Articles in his Account he never received them ... Excepting some Gunnys which to the best of this Defendants Memory Mr Haselkamp (the Secretary) paid for and the Spectacls were sent on the Company's Account to Ladras either to the Nabob or Masuscawn so that all the Complainants Alledgements concerning of half or three Quarters of a Pound in the Spices is of so little Consiquence that it is Hardly Worth this Defendants Regard as this Defendant protest he never Received more Spices then mentioned in his first Account, which this Defendants Received by Permission of the Company out of three Godowns which Account this Defendant would have settled before his Departure from Negapatnam had not the process

that this Honble Court will be of Opinion that as by Order of the Governor and Council the Mayor's Court Decreed for the sale of all this Defendants Possession and Effects that it is Reasonable that they the said Mayor's Court out of the Amount should pay the Demand that should be made on this Defendant

All which Matters and things this Defendant is Ready to Aver Maintain and Prove as this Honble Court shall Direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrong fully Sustained

Ch^t van Teylingen

James Hathaway
Attorney for the Defendant

19th October 1765

This Answer being shewn to Me between the days of Adjournment and Sworn before Me ...

John Debonaire
Alderman

A

Translate of the first Account Delivered to this Defendant by the Complainant Dated the 7th July 1764.

To the Hon'ble Christian Van Teylingen Esqr has at different times Received, begining from the 4th September 1761 to the Last of June 1764 (after deducted what is Perquisits he has) out of the Companys Godowns as follows Viz.t

112½	℔ Mace	Pagd 152 „ 8 „ 20	
135	„ Cloves	147 „ 15 60	
165	„ Nutmegs	103 „ 3 „	
10¾	„ Cinnamon	13 „ 21 10	
2571	„ Pepper	104 „ 10 60	
240	„ Old Copper	60 „ 3 „	
570	„ Lead	18 „ 22 20	
161	„ Iron	5 „ 23 30	
389	„ Sugar Candy	12 „ 10 40	
260	„ Coffee Beans	8 „ 3 50	
24	„ Nails	„ 22 40	
1	„ Vermilion	„ 15 „ 30	
13¾	„ Yards of Green Dutch Velvet	21 „ 9 30	
8½	„ Red Do Do	13 „ 17 „ 30	
42	„ Red Cloth	65 „ 12 „ 10	
83	„ Blew do	121 „ 4 „	
10¾	Ps Taffeties Double	62 „ 15 „ 50	
2	„ Do Single	5 „ 18 60	
4½	Yard Black Cloth	6 „ 22 60	
1	„ Do Crips	4 „ 5 „ 50	
62	„ Common Soldiers Hatts	31 „ 6 „ 40	Ps 967 7 50
		New Negapatnam Pagd	1044 „ 16 20

Negapatnam
the 7th July 1764

(Signed) John Dederick Severin

B

Translate of the Second Account Delivered to this Defendant while at Madras

To the Hon'ble Christian Van Teylingen Esquire has Received from the 4th of September 1764 to the last of February 1765 (after deducting the Perquisits he had) out of the Companys Godown as follow Viz.t

113¼	℔ of Mace	Pagodas 153 8 50	
165¾	„ Nutmegs	103 14 20	
135¾	„ of Cloves	148 11 30	
10¾	„ Cinnamon	14 13 30	
15	„ Sandel Wood	1 „ 6 „ „	
2601	„ Pepper	238 10 20	
389	„ Sugar Candy	16 5 „	
260	„ Coffy Beans	13 13 „	
161	„ Iron	6 „ „ 70	
24	„ Nails	1 „ 6 „	
570	„ Lead	21 9 „	
240	„ Old Persian Copper	41 „ „	
1	„ Vermelion	„ 18 „	
8½	„ Yeard Dutch Velvet	25 12 „	
13¼	„ Green do do	39 18 „	
1	„ Green Cloth	1 „ 11 30	
4½	„ Black Do	5 16 10	
1	„ Crips	6 „ „	
13¾	Ps Double Taffeties	80 3 20	
5	„ Single do	14 10 70	
12	„ Common Hatts	10 14 „	
50	„ Soldiers do	44 3 20	
42	Yards Red Cloth of which deducted for Granadeirs Caps		
28			
14	do Blew Cloth of which Deducted for the same use as above		
28			
55	Yards Remain	59 „ 20	
11	Ps divers Spectacles Viz.t		
	2 Ps with Gold	13 22 60	
	4 with Silver	9 10 60	
	5 Common	2 14 „	

176	" Packs of Gunnys	Brought Over Pag.s			
126	lb Pack Rope	57 " 4 40			
28	" Pack thread	2 " 16 60			
5	Ps Wax Cloth	2 " 7 " 60			
		3 " 21 60			
		Pagodas	1125	1	"

Negapatnam Ult.o May 1765.

(Signed) John Dederick Severin

C

An Account of the Difference of the two annexed Accounts where he Charges this Defendant 25 ℔ Cent more for every Article in the first Account then He doth in the Second which is plainly to be seen by this Hon.ble Court

3/4	lb Mace	Pag.s	1	"	30
3/4	" Cloves		"	15	50
3/4	" Nutmegs		"	11	20
1/2	" Cinnamon		"	16	20
30	" Pepper		133	23	40
	Coffee		5	9	30
	Iron		"	1	40
	Nails		"	7	40
	Lead		2	10	60
	Vermilion		"	2	50
	Red Dutch Velvet		11	17	50
	Green do		18	8	50
	Black Cloth		1	6	50
	Creps		1	18	30
3	Ps Double Taffaties		1	12	50
3	Single do		8	16	10
	Commons Hatts } Soldiers do }		23	10	60
	Red Cloth		2	15	31
		Pagodas	230	13	"

Ch. Van Teylingen

Read and filed 14th January 1766

The Replication of John Dederick Severin by his Attorneys the Reverend John Philip Fabricius and John Christian Briethaupt to the Answer of Christian Van Teylingen

The said Repliant now and at all times hereafter saving and reserving to himself all Advantages of Exception to the uncertainties and insufficiency in the said Answer Contained for Replication thereunto saith that he admits of the Account of the Seventh day of July in the Year One thousand Seven hundred and Sixty four to be the same respecting the Articles but as to the Prices Affixed thereto the Repliant can in no wise admits of for at the time of Signing the Account particulars the Replyant could in no Measure assertion the prices thereof till the same were affixed by the Cromptroller the particulars being first Signed and Delivered in and then the worth thereof Calculated in the Accountants Office and set against each Article but the Valuation of the several Articles shewn by the Defend.t in the Account of the seventh day of July One thousand Seven hundred and Sixty four the Replyant saith is entirely Unknown to him and to every Person residing at Negapatnam in the Hon.ble the Dutch East India Company Service And the said Replyant further saith to that part of the Answer in which the Defendant would endeavour to make appear to this Hon.ble Court the imposition that he laboured under by the Replyant charging more in the Account Signed May One thousand Seven hundred and Sixty five and annexed to his Answer Marked B than in the [illegible] day of July One thous.d Seven hundred & Sixty four

Marked A the Difference arises in the several Articles hereafter specified which were delivered him since the Account of the Seventh day of July One thousand Seven hundred and Sixty four Viz.t 1764 October 18th One Yeard of Green Cloth 19th One pice of White Armosen November 11th One piece of the same 28th One piece of the same and fifteen Pounds of Sandal Wood 1765 Jany 9 One quarter of a Pound Mace 1/4 Pound of Nutmegs 1/4 Pound of Cloves and 10 Pounds of Pepper 20th one piece of Doble Armosen Feby 12th One half Pound of Mace 1/2 Pound of Cloves 1/2 Pound of Nutmegs 1/2 Pounds Cinnamon and 20 Pounds of Pepper 21st two Pieces of double White Armosen, And the said Replyant further Saith to what the Defendt setsforth in his Answer relating to Mr Haselkamp paying the Replyant for the Gunnys that he never received one Cash of Mr Haselkamp on Acct of the Gunnys or any other Article in the Accts now before this Honble Court as can be Testified by Mr Haselkamp himself certainly therefore the defendt so Solemnly attesting a Matter which he knows in his Conscience to be a falsity must in a great Measure support the Credibility of the said Replyants demand on the Defendant without any other proof to support their Existence And further respecting the Spectacles which the defendant saith were presented to the Nabob on Acct of the Honble the Dutch East India Company the said Replt saith the same is a notorious falsity for had they been taken out of the Store house as presents the same would have been allowed by the said Dutch East India Company and not placed to the Account of the Defendt but as these Articles as well as the others incerted in the Acct delivered in before this Honble Court were delivered by the Replyant to the defendt for his own Use he the Replyt charged them to the defendant [illegible]

Replyt further begs leave to setsforth by way of a Menen to the defendt as he seems Entirely to have forgot the Sundry Articles delivered to him by the Replt since the Acct of 7th July 1764 that in the Month of Jany 1765 on Acct of the Season of the Year the defendt gave several Entertainments by which means the Allowance of Spices made him by the said dutch East India Company were Consumed & therefore obliged to purchase of the Replt the Quantity of Spices set down in the said last Acct & to the Spices delivered in the Month of Feby One thousd Seven hund & Sixty five that quantity was delivered by the Replyant for the Use of Mrs Van Teylingen who taken her Departure for Jaffnapatnam this is an Occurrence of which the defendt is very sinsible of agreeable to his Orders these things were delivered And the said Replyt further Saith to the Account delivered in by the Defendant Marked A and which is annexed to his Answer the several Sums whereof Set against the several Items composing the same the Replyant objecting to that by inspecting the said Account the Article of Pepper is a Corroborating Circumstance of the Invalidity of the several Charges therein being made by the Replyt for the Sum of One hundred and four Pagodas Ten fanams and Sixty Cash as the pretended Value of Two thousand and Seventy One Pounds of Pepper is perhaps a Price that never Could have been paid for such a Quantity as the Value is more than double the Sum set against the Article of the Paper in the Account delivered in by the Defendant a Candy of Pepper at the rate the Defendant charges is less then Twenty Pagodas this Certainly must make good what the Replyant has before asserted respecting the Charge which the said defendant saith was done by the Replyant And the said Replyant further begs leave to Setforth the Extract of a Resolution of the Council at

Nagapatnam

Negapatnam on Thursday the second day of July One thousand Seven hundred and Sixty five by which it will appear how far the said dutch East India Company did allow of the severall Articles delivered to the defendt agreeable to his Orders the Gentleman who Succeeded the Defendant in the Government of Negapatnam laid before the Council at that Place the request of the Replyant Concerning the several Article specified in the Acct delivered to him (the same as set forth in the Acct annexed to the Replyants Bill of Complaint) the amount whereof might be taken out of the Sales of the defendt Effects at Negapatnam which were Sequestred by the Orders of Council there the Council were of Opinion (though much had been said in favor of the Replyant regarding his apprehensions of Demanding Payment of the Defendant for the several Articles as well Knowing the avaritious principale of the Defendant and the Means he had of totally Ruining him the Replyant) that the Replyant should be charged with these Articles delivered to the Defendant and be obliged to pay the same out of his own Pocket, Conformable to such Resolution of Council an Order bearing date 5 August 1765 was issued to the Cashier to Receive of the Replyant the Sum of Pagodas One thousand One hundred and twenty five One fanam who in Consequence thereof was obligated to Comply therewith this being the Case the Cause of which arising from an Obidiance to the Orders of the defendant an opposition to them would infallibly have Ruined the Replyant the Defendant agreeable to the Rules of Equity and good Conscience could do no less then repay both the Principal and the Interest from the Date of the Receipt which he will not Comply with thereby obliging the Replyant to fly to this Honble Court for Relief which he the Replyant makes no Doubt of Obtaining on

due Proofs Produced to support the Veracity of his Acct now before this Honble Court & the said Replyant lastly saith that he knows of no Orders issued out against the Defendant before his departure from Negapatnam (which was sudden) that time there was Sufficient for him to have Settle his Accounts with the Dutch East India Company and every other person but his Sudden departure and the taken away of all or the greatest part of his Valuable Effects with him occasioned a Sequestration of the remainder part of the same for the said Companys indemnification for the Losses that they might have sustained during his the said Defendts Administration at Negaptn

All which Matters and things this Defendant is Ready to aver Maintain and Prove as this Honble Court shall Direct and humbly prays as in and by his said Bill he hath already Prayed

Chas Bromley
Attorney for the Replyant

Read and Filed
4th Febry 1766

The Rejoinder of Christian Van Teylingen Esquire late Governor of Negapatnam, but at Present of Fortsaint George Defendant, to the Replication of John Dederick Severein of Negapatnam Merchant by his Attorneys the Reverend John Philip Fabricius and John Christian Briethaupt of Veepry Complainant

This Defendant 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 Insufficiences and

untruths in the said Replication Contained for Rejoinder thereunto saith, that he Absolutely denies the Allegations advanced and Positively avers the Complainants Alledgement is intirely fallacious, as he is not Indebted in the sum sued for, And which with Submission to this Honble Court hopes appears evident by his genuine Answer to the Bill of Complaint And to dispute further upon the particulars will only take up this Honble Courts Attention, therefore this Defendant refrains from giving them so much trouble, and chuses to bring it into a New Compass.

And this Defendant further saith he Relies on the justness of his Cause, as set forth in his Answer and doubts not but the Impartiality of this Honble Court will be gracious to him in this Litigious Suit of the Complainant, as it apparently appears by the proceedings delivered in And that he has been imposed upon by the Complainant in his Replication Pretending to Maintain his second Bill, whereas the Defendant being upon his Sacred Oath cannot help but protest that the Complainant charged him twenty five Cent, more in very Article then he did in the first Account, which is an evident Demonstration that the Complainant has not Acted Conformable to equity and that his Accounts are fictitious, It is certain that the Effects that were disposed of by the Honorable Court of Negapatnam, the remains whereof would have been sufficient to have discharged any Demand that the Complainant might have made on this Defendant

Therefore this Defendant humbly presumes to fix his firm Replyance on this Honble Court not doubting but

they will take into their Secerious Consideration the evide defference of the Complainants over charge

All which Matters and things this Defendant is ready to Aver prove Support and Maintain as this Honorable Court Shall direct

James Hathaway
Attorney for the Defendant

Translation

N.S.C.

Leembruggen
To day being the 15th of August 1766 appeared before us, Jacob Van Tessel and Hendrick Ambrosius Johnson, Members of the Honble Court of Justice of the Castle of Negapatnam, standing together with the Secretary of the said Court Leonard Campie under the Oath of Trust and Secrecy the Persons of Perrit Canno and Nicholas Campie who after having taken Oath to declare nothing but the truth answered to the Interrogatories mentioned on the opposite side, so as it is Expressed here below in the Margin thereof, Viz^t

Campie Saith he knows the Complainant Since the Year 1744 and Cano Saith he knows him Since the Year 1750 And both of them Say they know the Defendant

Interrogatories to be Administred to Such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending and at Issue in the Honble the Mayor's at Madraspatnam wherein John Dedrick Severin of Negapatnam Merchant by his Attornies John Philip Fabricius and John Christian Breithaupt of Vepry Clerks is Complainant and Christian Van Teylingen late of Negapatnam but at Present of Madras Esquire is Defendant

Administred to Gerrit Cano and Nicolas Campie.

Do You know or do you You not know the Complainant and Defendant in the Title of these Interrogatories named if Yea how long have you known them or

untruths in the said Replication Contained for Rejoinder thereunto saith, that he Absolutely denies the Allegations advanced and Possitively avers the Complainants Alledgement is intirely fallacious, as he is not Indebted in the sum sued for, And which with Submission to this Hon'ble Court hopes appears evident by his genuine Answer to the Bill of Complaint And to dispute further upon the particulars will only take up this Hon'ble Courts Attention, therefore this Defendant refrains from giving them so much trouble, and chuses to bring it into a New Compass.

And this Defendant further saith he Relies on the justness of his Cause, as setforth in his Answer and doubts not but the Impartiality of this Hon'ble Court will be gracious to him in this Litigious Suit of the Complainant, as it apparently appears by the proceedings delivered in And that he has been imposed upon by the Complainant in his Replication Pretending to Maintain his second Bill, whereas the Defendant being upon his Sacred Oath cannot help but protest that the Complainant charged him twenty five ℔ Cent, more in very Article then he did in the first Account, which is an evident Demonstration that the Complainant has not Acted Conformable to equity and that his Accounts are fictitious, It is certain that the Effects that were disposed of by the Honorable Court of Negapatnam, the remains whereof would have been sufficient to have discharged any Demand that the Complainant might have made on this Defendant

Therefore this Defendant humbly presumes to fix his firm Replyance on this Hon'ble Court not doubting but

they will take into their Secerious Consideration the evide defference of the Complainants over charge

All which Matters and things this Defendant is ready to Aver prove Support and Maintain as this Honorable Court Shall direct

James Hathaway
Attorney for the Defendant

Translation

N.S.C.

Leembruggen
To day being the 15th of August 1766 appeared before us, Jacob Van Tessel and Hendrick Ambrosius Johnson, Members of the Hon'ble Court of Justice of the Castle of Negapatnam standing together with the Secretary of the said Court Leonard Campie under the Oath of Trust and Secrecy the Persons of Perrit Canno and Nicholas Campie who after having taken Oath to declare nothing but the truth answered to the Interrogatories mentioned on the opposite side, so as it is Expressed here below in the Margin thereof, Viz.

Campie Saith he knows the Complainant Since the Year 1744 and Cano Saith he knows him Since the Year 1750 And both of them Say they know the Defendant

Interrogatories to be Administred to

Such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending and at Issue in the Hon'ble the Mayor's at Madraspatnam wherein John Dedrick Severin of Negapatnam Merchant by his Attornies John Philip Fabricius and John Christian Breithaupt of Veepry Clerks is Complainant and Christian Van Teylingen late of Negapatnam but at Present of Madras Esquire is Defendant

Administred to Gerrit Cano and Nicolas Campie.

Do You know or do you You not know the Complainant and Defendant in the Title of these Interrogatories named if Yea how long have you known them

or

Since the Year 1754 :

They say they know well, that the Complainant John Dedrick Severin has been since the Year 1761 and is still Store house keeper to the Dutch Company Moreover the first Interrogated Perrit Cano declared, that he himself Successively upon Order of the Complainant, as a Subaltern to him, upon request of the Defendant, did deliver to his people the Articles Mentioned in the paper named on the Opposite Side hereof Marked A Yet the second Interrogated Nicholas Campie Declares, that he having nothing to do with the Store houses knoweth only, that once after the Defendants Absenting himself from hence a Specification of what the Defendant had Received from the Complainant, was brought into the Writing Office Trade where he did his Service of Carrying over Accounts, for to be calculated how much it amounted to, and that the same was done upon Order of

or either & which of them Declare.

2

Do You know or do You not know whether the abovesaid Complainant John Dederick Severin did or did not act in the Office or Capacity of Store house keeper to the Honorable the Dutch East India Company at Negapatnam. if Yea, Did or did not the said Complainant deliver or cause to be delivered the Several Articles Specified in the Paper writing hereto shewn You, Marked A at the time of Your Examination, to the Defendant Christian Van Teylingen, and do you know or do You not know, whether such Articles were Delivered at the Request or Desire of the said Defendant Christian Van Teylingen and on his own Account, and do You known or Do You not know, whether the Particulars, as inserted in the aforementioned Paper Writing Marked A are Agreeable to the time of delivery, and the Articles Delivered if Yea, the whole You know touching this Interrogatory to the best of Your Knowledge Remembrance and Belief particularly Setforth and Declare

of him the second Interrogated by one of his Subalterns named Peter Goethart, According to the Price of the Honble Company, in Old Pagodas being the standing Corn of the Company.

They say they know nothing else

3

Do You know or do you not know or can You setforth any other Matter or thing, to which You have not been heretofore particularly interrogated, to that may tend to the Advantage and benefit of the Complainant John Dedrick Severin, if Yea, setforth the same were here setdown and you thereto particularly Interrogated to the best of Your Knowledge Remembrance and belief

Done in the Castle of Negapatnam on the day beforementioned, in the Court's Room

(L.S.) J. W. Tessel

(L.S.) H. A. Johnson

Known by me

(L.S.) Leonhard Campie
Secy

To be a true Translation to the best of My Knowledge

J. Ph. Fabricius

Sworn before me

Rey^d Adams
Alderman

Since the Year 1754.

They say they know well, that the Complainant John Dedrick Severin has been since the Year 1761 and is still Store house keeper to the Dutch Company Moreover the first Interrogated Perrit Cano declared, that he himself Successively upon Order of the Complainant, as a Subaltern to him, upon request of the Defendant, did deliver to his people the Articles Mentioned in the paper named on the Opposite Side hereof Marked A Yet the second Interrogated Nicholas Campie Declares, that he having nothing to do with the Store houses knoweth only, that once after the Defendants Absenting himself from hence a Specification of what the Defendant had Received from the Complainant, was brought into the Writing Office Trade where he did his Service of Carrying over Accounts, for to be calculated how much it amounted to, and that the same was done upon Order of

or either & which of them Declare.

2

Do You know or do You not know whether the abovesaid Complainant John Dederick Severin did or did not act in the Office or Capacity of Store house keeper to the Honorable the Dutch East India Company at Negapatnam. if Yea, Did or did not the said Complainant deliver or cause to be delivered the Several Articles Specified in the Paper writing hereto shewn You, Marked A at the time of Your Examination, to the Defendant Christian Van Teylingen, and do you know or do You not know, whether such Articles were Delivered at the Request or Desire of the said Defendant Christian Van Teylingen and on his own Account, and do You known or Do You not know, whether the Particulars, as inserted in the aforementioned Paper Writing Marked A are Agreeable to the time of delivery, and the Articles Delivered if Yea, the whole You know touching this Interrogatory to the best of Your Knowledge Remembrance and Belief particularly Setforth and Declare

of him the second Interrogated by one of his Subalterns named Peter Goethart, According to the Price of the Hon'ble Company, in Old Pagodas being the standing Corn of the Company.

They say they know nothing else

3

Do You know or do you not know or can You setforth any other Matter or thing, to which You have not been heretofore particularly interrogated, to that may tend to the Advantage and benefit of the Complainant John Dedrick Severin, if Yea, setforth the same were here setdown and you thereto particularly Interrogated to the best of Your Knowledge Remembrance and belief

Done in the Castle of Negapatnam on the day beforementioned, in the Court's Room

(L.S.) J. W. Tessel

(L.S.) H. A. Johnson

Known by me

(L.S.) Leonhard Campie Secy

To be a true Translation to the best of My Knowledge

J. Ph. Fabricius

Sworn before me

Reyn.d Adams Alderman

Translation

Leembruggea

To day being the 15th of August 1766 appeared before us, Jacob Van Tessel and Hendrick Ambrosius Johnson Members of the Council of Justice of the Castle of Negapatnam Standing together with the Secretary of the said Council Leonard Campie, under the Oath of Trust and Secrecy the Person of Dirk Vrymoet who after having taken oath to Declare nothing but the Truth answereth to the Interrogatories written here Against over, so as is Expressed here below in this Margin.

He saith he knoweth the Complainant Since the Year 1735 and the Defendant since the Year 1756

He Saith that the Paper mentioned here against over Marked B is a Copy of an Ordenance in consequence of which the Complainant John Diderick Severin has paid indeed to him the interrogated Dirk

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause Depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam, wherein John Dederick Severin of Negapatnam Merchant by his Attorneys John Philip Fabricius and John Christian Briethaupt of Veepry Clerks, is Complainant And Christian Van Teylingen late of Negapatnam but at Present of Madras Esquire is Defendant Administred to Dirk Vrymoet

1st

Do You know or do you not know the 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.

2d

Did or did not the Complainant John Dederick Severin pay or cause to be paid unto You as Cashier of the Hon'ble the Dutch East India Company at Negapatnam the Sum of Pagodas 1125 [illegible] Dirk Vrymoet, then Cashier, the Sum of Pagodas 1125 [illegible] and that the said Sum by him the Interrogated has been given Account for to the Dutch Company by Virtue of a Resolution taken with respect to it by the Government of this place and of the now mentioned Ordinance formed thereupon Signed by the Hon'ble Governour.

He saith he knows nothing else

Paper Writing Marked B here to shewn You at this the time of Your Examination, if Yea by Virtue of what Authority he paid and You received the same and the time when particularly Setforth and Declare

3d

Do You know or do You not know or can You setforth any other Matter or thing, to which You have not been heretofore particularly Interrogated to, that may tend to the Advantage and benefit of the Complainant John Dederick Severin, if Yea Setforth the same as fully and as particularly, as if the same were here set down and You thereto particularly Interrogated, to the best of Your Knowledge Rembrance and belief.

Done in the Castle of Negapatnam on the Day above mentioned, in the Council Room.

(L.S.) J.V. Tessel
(L.S.) H.A. Johnson

Known to Me
(L.S.) Leonhard Campie
Secret'y

To be a true Translation to the best of my Knowledge
J.Ph. Fabricius

Sworn before Me Rey.d Adams Alderman

Translation/:

Leembruggen

Today being the 15th of Augt 1766 appeared before us Jacob Van Tessel and Hendrik Ambrosius Johnson, Members of the Hon'ble Council of Justice of the Castle of Negapatnam Standing together with the Secretary of the said Council, Leonard Campie under the Oath of Trust and Secrecy, the Person of William Duynevelt, who after having taking Oath to declare nothing but the Truth, Answered to the Interrogatories Mentioned on the opposite Side, so as it is Expressed here below in the Margain thereof Viz.t

He saith he knoweth both of them Viz.t the Complainant since the Year 1740 and the Defendt since the Year 1754.

He saith that the Paper mentioned here against over, marked A is a true and exact Extract from the Resolution taken in the Council of Cormandel, according to the Certificate given allready by him

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at Issue in the Hon'ble the Mayors Court at Madraspatnam, wherein John Dederick Severin of Negapatnam Merchant by his Attornies John Philip Fabricius and John Christian Breithaupt of Vepery Clerk is Complainant and John Christian Van Teylingen late of Negapatnam but at present of Madras Esquire is Defendant

Administred to William Duynevelt

1°

Do You know or do You not know the 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.

2°

Do You know or do you not know whether the Paper Writing hereto shewn You at this the time of Your Examination Marked A is a true and Exact Extract from the Minutes of

him the Interrogated at the Bottom thereof bearing Date the 11th of June last.

He saith he knows nothing else

of the Honble Dutch East India Company's Council at Negapatnam, if Yea Declare the same and what You Relative this Matter, to the best of your Knowledge setfo

3

Do You know or do You not know or can you setforth any other Matter or thing to which You have not been heretofore particularly Interrogated to that may tend to the Advantage and Benefit of the Complainant John Dedrick Severin, if Yea, setforth the same were here set down and you thereto particularly Interrogated to the best of Your Knowledge Remembrance and Belief

Done in the Castle of Nagapatnam on the day above mentioned, in the Council Room

(L.S.) J. V. Tessel

(L.S.) H. A. Johnson

Known by Me

(L.S.) Leonhard Campie Secy

To be a true Translation to the best of my Knowledge

J. Ph. Fabricius

Sworn before Me

Reyd Adams

Alderman

A

Translated from the Dutch

Extract of the Resolution taken in the Council of Negapatnam Thursday the 2d of July 1765.

The Honble Governor shewed a Request delivered to him by the Junior Merchant and Second Store house keeper Jan Diderick Severin, concerning the Goods which the late Governour of this Place Mr Christian Van Teylingen has received out of the Honble Companys Storehouse Since the 4th of September 1761 to Ultimo February this Year, Consisting in

113¾ lb ... of Mace
135¾ ... of Cloves
165¾ ... of Nutmeges
10¾ ... of Cinnamon
15 ... Sandle Wood
2601 ... Malabar Pepper
389 ... Suggar Candy
260 ... Coffee beans
161 ... Dutch Iron
24 ... Small Nails
570 ... Plated Lead
240 ... Old Persian Copper Works
1 ... Vermilion
8½ Yard Red Dutch Velvet
13¼ ... Green ... Do
14 ... Flesh colored Cloth
1 ... Green Cloth
35 ... Blue Cloth
4½ ... Black Cloth
1 ... Voll large Campher Crips
13¾ pr Double Armozyn
5 ... Single ... Ditto
12 ... Ordinary Hats

50 Soldiers Hatts
11 ... Spectacles Viz.
2 Gold brimmed
4 Silver brimmed
5 Ordinary ones
6 ... Dunpries
176 pr ... Packgonnies
126 lb ... Pack Rope
28 ... Pack thread
5 pr ... Wax Cloth

Telling that the said Severin beggeth that the Amount thereof may be paid to the Honble Company out of the Money raised by the Sale of Goods that the said Governor has left behind at his absenting himself from hence and asking the Councils Opinion, whether the Petition ought to be complied with or whether the said Severin ought to be Charged to pay the Amount in the Honorable Company's Cash, by reason of his having waited so long without getting it paid to him Having with Attention reasoned over it, some persons saying that the said Severin could not have dared to demand the said late Governor the payment, by fear he would in such a case have taken it for a great Distrust fullness and sought means to ruin him for it. It was never the less concluded, to do according to the abovementioned last proposal Viz. to charge the said Store house keeper Severin to pay the whole Amount of it, and to let him have the liberty to seek his regress on the Person of the said Mr Van Teylingen.

To be a true Extract

William Duynevelt

I the Under written certify and declare hereby upon the Oath taken at the begining of my present Office as Secretary of the Cormandel Council

Council and upon the Oath which if required, I am still ready to take, that the above is a true Extract out of the Resolution taken by the Cormandel Council

Negapatnam the 11th of June 1766

Willem Duynevelt

To be a true Translation to the best of My Knowledge

J: Ph: Fabricius

Sworn before Me

Rey: Adams

Alderman

B

Translated from the Dutch

The Cashier Johannes Haselkamp is hereby Ordered to receive in the Companys Little Money Cash, from the Junior Merchant Jan Diderik Severin, a Sum of One thousand One Hundred and twenty five Pagodas and One fanams According to Resolution taken in the Council of Cormandel the 2d of last July, for the Goods delivered by him to the late Governor Mr Christian Van Teylingen out of the Honorable Companys Store houses consisting in the following Articles Viz:

113 3/4 ℔ of Mace	Pags	153 8 50
135 3/4 ℔ of Cloves	"	148 11 30
165 3/4 " Nutmegs	"	103 14 20
10 3/4 Cinnamon	"	14 13 30
15 " Sandle Wood	"	1 6 "
2601 " Malabar Pepper	"	238 10 20

	Brought Over	
389 Sugar Candy	Pags	16 5 "
260 Coffee Beans		13 12 "
161 Dutch Iron		6 70 "
24 Small Nails		1 6 "
570 Plated Lead		21 9 "
240 Old Persian Copper works		41 " "
1 Vermilion		" 18 "
8 1/2 Yards Red Dutch Velvet		25 12 "
13 1/4 Green Do		39 18 "
1 Green Cloth		1 11 30
4 1/2 Black Cloth		5 16 10
1 Roll Large Campher Crips		6 " "
13 3/4 pr Double Armozyen		80 3 20
5 Single Do		14 10 70
12 Ordinary Hatts		10 14 "
50 Soldiers Hatts		44 3 20
14 Yards Flesh Coloured Cloth		24 12 "
55 Blue Cloth		59 " 20
11 pr Diverse Spectacles Viz:		
2 pr Gold brimmed		13 22 60
4 pr Silver brimmed		9 10 60
5 pr Ordinary		2 14 70
		1 21 "
6 pr Dungries		17 4 40
176 Gonnies		2 16 60
126 ℔ Packrope		2 7 60
28 ℔ Pack thread		3 21 60
5 pr Wax Cloth		
	Total Pagodas	1125 1 "

Negapatnam the 5th of August 1765

Was Signed P: Haksteem

In margine was Written Examined P Pr Goethart

More

More below was written Received by me Dirk Vrymoet
Provisional Cashier
To be a true Copy
Willem Duynevelt

I the Under written Secretary Van Politie, and Cashier here, certify upon the Oath taken by me at the beginining of these my Offices that the above Order given to the Cashier, is a true and authentick Paper Signed by the Honble Governour here, and that the Money therein mentioned has been paid by Mr Jan Diderik Severin into the Cash according to the Original Order which is under mine hands, which if required, I am ready to confirm still Particularly with Oath — Negapatnam the 11th of June 1766

Willem Duynevelt

To be a true Translation to the best of my Knowledge
J. Ph. Fabricius

Sworn before me
Rey^d Adams
Alderman

Mayor's Court at Madraspatnam

Tuesday the 12th day of May Anno Domini 1767

L.S.

Present
Anthony Sadlier Esquire Mayor
Peter Mariette — Thomas Powney
Reynold Adams — and John Hollond
Aldermen

Mayor's Court

Between John Diderik Severin of Negapatnam Merchant by his Attornies John Philip Fabricius and John Christian Briethaupt of Veepry Clerks Complainant and Christian Van Teylingen late of Negapatnam but at present of Madras Esqr defend^t

This Cause coming on to be heard and debated this Day in the presence of the Attornies on both sides, on reading the Complainant's Bill with an Account of Sundries annexed, the Defendant's Answer with three Accounts of Sundries annexed the Replication, The Rejoinder The Interrogatories and Depositions on the part of the Complainant with

with a Translate of an Extract of the Resolution of the Negapatnam annulled on hearing the Pleading made use of by the Attornies and on due Consideration had thereon, It appearing to the Court that the Complainant hath produced sufficient Proof of the Justness of his Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One thousand One hundred and twenty five Pagodas and one fanam 9 Pagodas 1125 1 m together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

By Court of Appeals at Madraspatnam

Thursday the 27th August 1767

Between Christian Van Teylingen Appellant
John Dedenick Severin ..... Respondent

This Cause coming on this day to be heard and Debated before this Court by the Attornies on both Sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon'ble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 12th day of May Anno Domini 1767 and upon due Consideration had of the Matter therein severally contained and of the Pleadings and Argument used by the Attornies on both Side This Court doth think fit to Order and Decree and doth accordingly order and Decree that the Decree of the Hon'ble the Mayors Court given in this

Cause do stand Confirmed and that the Appellants Petition be hence dismissed with all Costs in this Court

By Court
Wm Goodlad Clerk

At the Court at St James's the 15th Day of June 1770

Present

(L.S.) The Kings Most Excellent Majesty
Lord President — Earl of Bristol
Duke of Marlborough — Viscount Weymouth
Duke of Ancaster — Sir Edward Hawke

Whereas there was this Day read at the Board a Report from the Right Honorable the Lord of the Committee of Council for hearing Appeals from the Plantations &c. Dated the 11th of this Instant in the words following Viz.

"Your Majesty having been pleased by Your Order in Council of the 5th of August 1768, to refer unto this Committee the humble Petition and Appeal of Christian Van Teylingen Esquire from a Sentence pronounced by the President and Council at Fort St George in the East Indies on the 27th day of August 1767, affirming a Decree made by the Mayors Court at Madras-patnam on the 12th of May 1767, in favour of John Dedenick Severin whereby the Petitioner is Decreed to pay to the said

"said John Dedrick Severin, the Sum of 1125 Pagodas and
"One Fanam being the Ballance of An Account with Interest
"and Costs of Suit, And humbly praying that the said Decrees
"may be Reversed, And to be otherwise relieved in the Premises, The
"Lord of the Committee, this Day took the same into Consid-
"eration, and were attended by the Solicitors on both sides, and
"the Solicitor for the Appellant having prayed Leave to withdraw
"the said Petition and Appeal, without Costs And their
"Lordships having heard what the Solicitor for the Resp-
"ondent had to Offer thereupon, Do agree humbly to Report
"to Your Majesty as their Opinion that it may be advisable
"for Your Majesty to permit the Petitioner to withdraw his
"said Petition and Appeal without Costs"

His Majesty taking the said Report into
Consideration is pleased with the Advice of His privy Council to
Approve thereof, and doth hereby Accordingly permit and
allow the Petitioner to withdraw his said Petition and
Appeal from the said Sentence pronounced by the President
and Council at Fort St George in the East Indies on the
27th of August 1767 Affirming a Decree made by the Mayors
Court at Madraspatnam on the 12th day of May 1767 without
Costs — Whereof the Governor or President and Council
of Fort St George, the Mayors Court of Madraspatnam
and all others whom it may Concern are to take Notice
and Govern themselves accordingly.

Steph Cottell

Read and filed
5th March 1768

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Cawalah Modeliar of Madras Merchant, that on or about the
twentieth day of January in this present Year of our Lord One thousand
Seven hundred and Sixty five John Delamaire of Fort Saint George
Merchant stood and doth now stand indebted to Your Orator on the Ballance
of Account, in the full and just Sum of Six hundred and Ninety eight Pagodas
thirty two fanams and thirty three Cash Current Money of Madras, which
is in Sterling Money of Great Britain accounting at the rate of eight
Shillings for every Pagoda the Sum of Two hundred and seventy nine
Pagodas Eleven Shillings and three pence or thereabouts all which
particulars will more fully and at large appear by an Account Current
hereunto annexed for the inspection of this Honble Court and to which
Your Orator most humbly refers and prays the same may be
admitted as part of this Your Orators Bill of Complaint, and Your
Orator further Sheweth unto this Honble Court, that he hath frequently
and in an amicable Manner, Requested from the said John Delamaire
the payment of the aforementioned Ballance of Six hundred and
Ninety eight Pagodas thirty two fanams and thirty three Cash

But now so it is may it please this Honble
Court the said John Delamaire obstinately and wilfully refuses to
give

„said John Dedrick Sewrin, the Sum of 1125 Pagodas and
„One Fanam being the Ballance of An Account with Interest
„and Costs of Suit, And humbly praying that the said Decree
„may be Reversed, And to be otherwise relieved in the Premises, The
„Lord of the Committee, this Day took the same into Consid=
„=eration, and were attended by the Solicitors on both sides, and
„the Solicitor for the Appellant having prayed Leave to withdraw
„the said Petition and Appeal, without Costs And their
„Lordships having heard what the Solicitor for the Respon=
„ondent had to Offer thereupon, Do agree humbly to Report
„to Your Majesty as their Opinion that it may be advisable
„for Your Majesty to permit the Petitioner to withdraw his
„said Petition and Appeal without Costs"

His Majesty taking the said Report into
Consideration is pleased with the Advice of His privy Council to
Approve thereof, and doth thereby Accordingly permit and
Allow the Petitioner to withdraw his said Petition and
Appeal from the said Sentence pronounced by the President
and Council at Fort St George in the East Indies on the
27th of August 1767 Affirming a Decree made by the Mayors
Court at Madraspatnam on the 12th day of May 1767 without
Costs — Whereof the Governor or President and Council
of Fort St George, the Mayors Court of Madraspatnam
and all others whom it may Concern are to take Notice
and Govern themselves accordingly.

Steph Cottrell

Read and filed
3rd March 1768

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Cawalah Mooliatoo of Madras Merchant, that on or about the
twentieth day of January in this present Year of our Lord One thousand
seven hundred and Sixty five John Debonaire of Fort Saint George
Merchant stood and doth now stand indebted to Your Orator on the Ballance
of Accounts, in the full and just Sum of Six hundred and Ninety eight Pagos
thirty two fanams, and thirty three Cash, Current Money of Madras, which
is in Sterling Money of Great Britain accounting at the rate of eight
Shillings, for every Pagoda the Sum of Two hundred and seventy nine
Pagodas Eleven Shillings and three pence, or thereabouts all which
particulars will more fully and at large appear by an Account Current
hereunto annexed for the inspection of this Honble Court and to which
Your Orator most humbly refers and prays the same may be
admitted as part of this Your Orators Bill of Complaint, and Your
Orator further Sheweth unto this Honble Court, that he hath frequently
and in an amicable Manner, Requested from the said John Debonaire
the payment of the aforementioned Ballance of Six hundred and
Ninety eight Pagodas thirty two fanams and thirty three Cash

But now so it is may it please this Honble
Court the said John Debonaire obstinately and wilfully refuses to
give

Dr. Mr. John Debonaire in Account Current with Cavalak Mooteallo Cr.

1762						1762							
Oct.	19	To an Assignment of Code Chitty Allengady Chittyobby		120	″	″	April	30	By Ballance due to Your on our last adjust-				
1763									ment of Acct. Interest included		361	37	45
Jany	1	To ditto of Malley Carjaniahs	do	120	″	″							
		To ditto of Carney Moodies	do	41	″	″							
	12	To Cash paid You		26	1	″	May	19	By Cash received from You		300	″	″
May	30	To Cash paid You		20	13	40			By Sea Customer Duty on Fire Wood		5	7	″
June	30	To ditto		25	14	26			By Cash received from Vencatachillum		2	23	″
July	30	To ditto		34	13	70			Your Conicoplyer				
Aug.	30	To ditto									869	24	45
Sept.	27	To 32,500 Billets of Fire Wood delivered by Your Peon at											
		Checaram Coopum by Yerapen which was laden on board							Interest on the following Sums				
		Malley Carjaniahs Boat @ 1 Pag. a/4 p/1000		41	3	20							
		To Cash paid Your Peon		1	″	″			On Pag. 361 37 45 for 1 8 2 @ 8 p/C		77	15	58
				42	5	20			300 ″ ″ Do 1 8 1 ditto		60	2	32
		To Cash paid You		27	23	20			30 ″ ″ do 1 8 1 ditto		1	1	34
Oct.	10	To My boat which was lost through Your Mans									138	19	64
		at Negapatnam for which You promised		800	″	″					988	3	29
		Payment					1763						
	12	To Cash paid You		17	15	40	January		By Ballance		698	32	33
	30	To ditto		14	3	40							
Nov.	30												
		Carried Over Pag.							Carried Over Pag.		1686	35	62

836

I Mr. John Debonaire do hereby Certify that the Accounts Current Rendered by Me to Causalak Mooteallo Commencing the 19th October 1762 and Ending the 30th April 1763 Inclusive Contain a True and Faithful Account of all Monies Received and Paid by Me on his Account and that the Balance Due to Me Thereon is Pagodas Six Hundred and Ninety Eight 32/33 as Witness my Hand at Madras this 30th April 1763

John Debonaire

Witness Thomas Pearse

Brought Over & Sundries ... 686.3.62

Sundries ... 686.3.62

Errors Excepted
A. Crichton
Accountant

Madras 29th Jany 1765

Brought Over Pags

Sundries Dr.

Richard Benyon Esqr. Dr.

To Cash pd his Draft in favour of Mr. Thomas Hall ... 2,000

To Ditto

Knowall Men by these Presents that Whereas Cassal Mutal of Madras Merchant is now possissed of a Vessell by Name Teagarah Swamy Serangue Ramudoo lying at Chichria Cotta Loaded with Charcoal for Company to Say the Hon'ble East India Company this Twenty third day of April one thousand Seven hundred and Sixty three In Consideration of a Sum of Money owing unto John Debonaire of Madras Merchant by said Cassal Mutal, he doth for himself his Heirs Executors Administrators or Assigns make over unto the said John Debonaire his Heirs Executors Administrators or Assigns I the said Cassal Mutal doth Covenant and agree and Assign over My right Title and property In said Vessell for Security on Sundry Sums of money owing at this time unto the said John Debonaire and do impower him to dispose of and sell the same if Necessary for the Payment of my debt to him due at this day, In Witness whereof I have set my Hand on the day aforementioned" Signed Cassall Mutal in the presence of two Credible Witnesses And this defendant further saith that this very same Vessell after such Assignment the Complainant Sent to the Northward without ever acquainting this Defend.t for Red Wood and afterwards went to Negapatnam and was there Seized upon for having an illicit Trade on board that some time after the said Boat was lost in the Sterm of one thousand Seven hundred and Sixty three and her remains was sold at Publick Outcry for the Sum of one hundred and four Pag.s and received by this Defendant for this Defendant Saith that on the Advice of the Boat being at Negapatnam he this Defendant wrote to Mr. Van Teylingen there to Stop such Vessell as she was the Property of the Defend.t but such advice was too late as she was already detained by Mr. Van Tellegen the property on board being the Effects of the late Mr. Turing and unknown to him was Clandestinely put on board such Vessell and this Def

further saith that he never promised the Compl.t to pay him for the said boat but only told him in this Manner that Mr. Van Teylingen had sold the remains of the boat at Publick Outcry & he this defend.t did Suppose that the said Mr. Van Teylingen would not return the amount thereof as she was detained for the reasons before given and therefore he the Complainant must abide by the Consiquences but on the Compl.ts producing an Account Current depending between him the Complainant and this defendant wherein he the Compl.t debited this Defend.t for the boat Eight hundred Pag.s in these Words To Mr. was put up at Outcry in my Boat in the Negapatnam 800 Pag.s On Sight of which this Defendant told him the Complainant that he would write to Mr. Van Tellingen to remit such the amount of the remains to him this Defendant and when received he this Defendant would place the same to the Credit of the Complainant and this is the Sum and Substance of what the Complainant calls a Promise.

All which Matters and things this Defendant is ready to Verifye maintain and prove in such manner and form as this Hon'ble Court shall direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrong fully Sustained

John Debonaire
Chas. Bromley
Attorney for the Defendant

To the Hon'ble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator John Debonaire of Fort St. George Merchant that Cassal Mutal

Mutal of Madras Merchant stands indebted unto Your Orator in the Sum of two hundred Eighty One Pagodas thirty Six fanams and fifty Cash as appears by the Ballance of an Account Current herein annexed for the inspection of this Honble Court which said Sum after the Rate of Eight Shillings for every Pagoda will amount to the Sum of One hundred and twelve Pounds fifteen Shillings and upwards of Sterling Money of Great Britain and whereas Your Orator hath frequently and in an amicable Manner required payment.

But now so it is and may it please this Honble Court the said Cassell & Mutal obstinately and wilfully refuses to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays all manner Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Cassell & Mutal may upon his Corporal Oath true and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and effectually to all Intents and purposes as if the same were here again Repeated and interrogated and he decreed to pay unto Your Orator the aforesaid Sum of two hundred and Eighty one Pags thirty Six fanams and fifty Cash with all Costs & Charges

Cassell & Mutal

1760	By Cash Received	2	16 1/2
	Do.	30	19 10
	Do.	25	10 25
	Do.	50	16 10
	Do.	27	23 20
	Do.	10	15 10
	Do.	14	21
	Do.	105	3 10
	By this amount of Cash Rec^d of Cassell & Mutal as Mr Lawrence's Security for	105	
	By Cash Rec^d of Mr Hare & Lushington for	28	18
	By Do. Rec^d of Messrs Smith & Lawrence as Security for	23	
	By Do. Rec^d of Mr Hare		
	Per Contra Mr Mackintosh for	120	
	Per Contra Mr Madan	41	
	Per Contra Messrs Thomas Stevens & Co.	161	
	Per Contra Mr Madan Thomas Stevens & Co.		
	Per Contra Mr Mackintosh & Accounts Thomas Stevens & Co.		
	Per Contra Attorney of Williamson Crosby & Wilson	23	
	Per Contra Mr Mackintosh for Mr Chitty Cassell & Mutal		
	By Cash Rec^d for Mr Mackintosh Chitty Cassell & Mutal	120	
	By Cash Rec^d of Messrs Thomas Stevens & Co.		

Errors Excepted
Madras 26th Septr 1760
Cassell & Mutal