

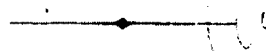
# Records of Fort St. George

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PLEADINGS IN THE MAYOR'S COURT

1732-33

Volume II



MADRAS  
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS

1937

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## PREFATORY NOTE

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This volume is the second of the series known as " Pleadings in the Mayors Court " of the Mayors Courts' Records and pertains to the years 1732-33.

The original volume is mended and is in a fair state of preservation. There are however small gaps in the volume. The matter for these has been supplied by the courtesy of the India Office and printed as Addenda to the volume.

EGMORE,  
27th January 1937.

B. S. BALIGA,  
*Curator, Madras Record Office.*

# RECORDS OF FORT ST. GEORGE

## PLEADINGS IN THE MAYOR'S COURT 1732-33.

(VOLUME No. 2.)

### *Present*

PAUL HOXLEY ESQ<sup>R</sup>. *Mayor.*

JOHN POWNEY, SAMUEL PARKES,  
HUGH NAISH, JOHN HAMMOND,  
NIEL CAMPBELL, SAMUEL HARRISON &

GEORGE DRAKE.

*Aldermen.*

11<sup>TH</sup>. JAN<sup>RY</sup>. 1731.

TO THE HONOURABLE THE MAYORS  
COURT OF MADRASSPATNAM.

Humbly complaining sheweth to this Hoñble Court your Orator Buggaverim Vengana son and Heir of Buggaverim Yellapa late of Fort St. George Merchant deceased That your Orators said Father did in his life time advance and lend unto Allana Chinnee Kistnah now being and resideing in Madrass the sum of one hundred Ninety four Pagodas two fannams and twenty cash for securing the repayment whereof to your Orators said Father he the said Allana Chinnee Kistnah did make and give to your Orators said Father one Cadjan note or Writing bearing date the seventeenth day of May which was in the year of our Lord 1718 thereby promising to repay the said sum of one hundred Ninety four Pagodas two fanams and twenty Cash with Interest after the rate of nine Cent  $\frac{1}{2}$  Anñ on demand as by Translate of the said Note ready to be produced as this Hoñble Court shall direct will appear And your orator shews that his said Father in his life time and your Orator since his death have frequently demanded payment of the Principal & Interest due on the said Note but hitherto without Effect. To the end therefore that the said Allana Chinnee Kistna may answer the p-sses and be decreed to pay your Orator the said sum of one hundred Ninety four Pagodas two fanams and twenty Cash with the Interest due thereon and that your Orator may have such further and other relief in the p-sses as shall be agreeable to Equity and good Conscience. May it please this Hoñble Court to cause the said Allana Chinnee Kistnah to be summoned and required by a Sheriff of Fort St. George Town of Madrasspatnam and the districts thereof personally to be and appear before this Hoñble court on a Certain day to be by this Hoñble Court appointed then and there to answer the p-sses and further to stand to and abide such order & Decree as to this Hoñble Court shall seem meet.

WM. TERMIN  
*Attory for ye. Compl<sup>t</sup>.*

DEC<sup>R</sup>. 23<sup>D</sup>. 1732.

To the Honourable the Mayors  
Court of Madrasspatnam.

The humble Petition of Elizabeth Walsh Widow and Relict of Joseph Walsh late of Fort St. George merchant deceased

SHEWETH

That your petitioners said late Husband dying Intestate the Hoñble George Moreton Pitt Esq<sup>r</sup>. did as Principal Creditor of the said Intestate obtain Letters of Administration to be granted to him by this Hoñble Court of the said Intestates Estates.

That by virtue thereof the said George Moreton Pitt did possess himself of the Estate of the said Intestate and hath thereout paid the several Debts owing by the said Intestate and hath also Exhibitted an Inventory and Account sales of the said Intestates Estate and also an Account in what manner he hath made Distribution thereof on the ballance of which last mentioned account there appears to be due to the Intestates Estate from the said George Moreton Pitt Pag<sup>s</sup>. 9808. 2. 59. Over and besides sundry Note & Bonds for moneys due to the said Estate amounting to Pagodas 2242. 21. 56.

That your Petitioner conceives the Right of Administration to the said Intestates Estate devolved on her as his Widow and Relict immediately on the Intestates decease and that the Letters of Administration granted to the said George Moreton Pitt as aforesaid were granted contrary to your Petitioners said Right, your Petitioner therefore most humbly prays this Hoñble Court that the said George Moreton Pitt may be summoned to be and appear before this Hoñble Court to shew cause why the said Letters of Administration should not be reversed, and that the same may be reversed and that Letters of Administration of the said Intestates Estate may be granted to your Petitioner on giving security for the due Administration thereof as by the Charter is directed and your Petitioner shall pray.

JAN<sup>R</sup>. 16<sup>TH</sup>. 1732.

To the Honourable the Mayors  
Court of Madrasspatnam.

The humble Petition of Nathaniel Turner in behalf of himself and others Proprietors of silver on board the ship Prince George

SHEWETH

That the said ship Prince George being lost in her Passage from this place to China several parcells of silver have been recovered from the Wreck of the said ship and remitted to Samuel Harrison Merchant residing here. That your Petitioner hath several times applyed to the said Samuel Harrison request<sup>g</sup>. that a Dividend of the said silver might be made among the several Proprietors which the said Samuel Harrison refuses without the Direction of this Hoñble court therein. That several Proprietors of silver on board the said ship residing in Bengal Mr. James Naish did remitt to them 900 Tale at 16  $\frac{3}{4}$  Cent Resp<sup>a</sup>. which sum with the Resp<sup>a</sup>. thereon has been paid to Mr. John Hind one of the said Proprietors but no Dividend hath been made as yet thereof. Your Petitioner therefore most humbly prays that the said Samuel Harrison may be directed to make a Dividend of the said silver to and amongst your Petitioner and the several Others Proprietors of silver on Board the said ship in proportion to their respective Concerns therein.

And your Petitioner shall pray &c<sup>a</sup>.

To the Honourable the Mayors Court at Madrasspatnam.

The Humble petition of Mess<sup>rs</sup>. Charles Hampton John Hisede & John Stephen-  
son

SHEWETH

That your Petitioners being informed that Mr. Jermine Attorney prefer'd a petition in behalf of Mr. Nathaniel Turner, against Mr. Samuel Harrison for a Dividend to be made of the salvage on the prince George to China, your petitioners therefore humbly pray this Hon'ble court that the sums viz<sup>t</sup>.

Bengal Owners	...	...	...	...	...	...	...	24639
Ship valued about	...	...	...	...	...	...	...	30000
Stephen & Harrison	...	...	...	...	...	...	...	66948
Sundry Adventures	...	...	...	...	...	...	...	12000
Mr. William Phipps	...	...	...	...	...	...	...	2000
Mr. Walsh	...	...	...	...	...	...	...	1000
Mr. Wedderburn	...	...	...	...	...	...	...	3491
								145078 [sic]

May have a proportion of the ballance of Mr. James Naish his Account Current from Canton being Tales 13350 now in the hands of the said Mr. Harrison. And your Petitioners shall Ever Pray &c.

AN ACCOUNT OF THE SILVER ON BOARD THE PRINCE GEORGE ALL DEDUCTIONS BEING MADE FOR THE FIRST SALVAGE.

				Pags.	fas.	Cash
Owners of the Prince George	...	...	...	8078	—	—
Sundry Adventures	...	...	...	3934	—	—
William Phipps	...	...	...	655	—	—
Joseph Walsh	...	...	...	327	—	—
Alexr. Wedderburne	...	...	...	2783	—	—
John Stephenson	}	...	...	21950	—	—
Samuel Harrison						
The Honble George Moreton Pitt	...	...	...	15878	5	—
Esqr.	...	...	...	8847	2	—
Mr. Hugh Naish	...	...	...	1620	24	66
The Missionarys	...	...	...	4137	33	—
Coja Petrus	...	...	...			
					68310	28 66

FORT ST. GEORGE  
26<sup>TH</sup>. SEPT<sup>R</sup> 1732

ERRORS EXCEPTED  
S. HARRISON

ACCOUNT OF EFFECTS DISCOVERED FROM THE PRINCE GEORGE WRECK.

D<sup>r</sup>.

To Sundry Charges of presents, Boat-			
hire Salvage money &ca. ... ..	9703	3	1
To Cash lent Capt. Turpin at 16 7/8			
Cent Respondentia ... ..	900	—	—
To Ballance paid Hugh Naish ...	10350	—	—
	<hr/>		
	20953	3	1
	<hr/>		

By the Amount salvage of silver vizt.					
Silver taken up loose the Chest					
being broke ... ..	16268	5	6		
1 Chest 1 marte the french furits ...	1059	—	—		
1 Do. marked S.H. No. 1 ... ..	1698	—	—		
1 Do. O.P. ships stock ... ..	1496	—	—		
	<hr/>				
	20521	5	6		
Lead ... ..	129	3	7		
Tinn ... ..	234	6	—		
Pepper ... ..	40	—	—		
Beeds ... ..	20	—	—		
Chain brass &ca. ... ..	7	7	8		
	<hr/>				
	20953	3	1		
	<hr/>				

AN ACCOUNT OF SUNDRYS SAVED FROM THE WRECK OF THE PRINCE GEORGE BY  
MR. JAMES NAISH VIZ<sup>r</sup>.

Chests 2 belonging to J. Stephenson & S. Harrison.	3194	—	—
Do. ... 1 belonging to the French Jesuits ...	qt. 1059	—	—
Pepper, Tinn, Lead &c <sup>a</sup> . belonging to the owners			
Mr. St. Deane, J. Stephenson & S. Harrison ...	431	7	5
Silver taken up loose the Chest being broke	16268	5	6
	<hr/>	<hr/>	<hr/>
	20953	3	1
	<hr/>	<hr/>	<hr/>

GENERAL PROPRIETORS OF SILVER ON THE PRINCE GEORGE.

Dr.	Cr.
To cash lent Capt. Turpin @ 16 <sup>3</sup> / <sub>4</sub>	
Cent Respondens, now in the hands	900
of Mr. J. Hinde ...	—
To their proportion of salvage ...	7533
Balance in the hands of Samuel Harri-	—
son ...	7834
	<hr/>
	16268
	5
	6
	<hr/>
	By loose silver taken up
	16268
	5
	6
	<hr/>



MAYORS COURT OF MADRASSPATNAM. Thursday the 18<sup>th</sup>. day of Jan<sup>ry</sup>. Anno Domini 1732 between Nathaniel Turner and other Proprietors of silver on board the ship Prince George compl<sup>t</sup>. and Samuel Harrison of Fort St. George Merchant Defend<sup>t</sup>.

Upon reading the Pff<sup>s</sup>. petition and also an Account Current signed by the Dff. and it appearing thereby that there had been remitted to Bengal Tales 900 at 16  $\frac{1}{2}$  Cent. Resp<sup>a</sup>. part of the silver saved out of the Wreck of the said ship on Account the Proprietors and that there remained in the hands of the Dff. the sum of Tales 7834. 7. 6 Residue of said silver after all Charges deducted and the Defendant appearing in Court and submitting to make a Dividend of the money remaining in his hands among the Pff<sup>s</sup>. in such manner as the Court shall direct This Court doth therefore think fitt to Order & Decree & doth accordingly Order & Decree that the said sum of 900 Tales with the Respondentia thereon now lying at Bengal and the said sum of 7834. 7. 6 being the ballance of the said Account Current be thrown into one general Account & that an Equal Dividend be made thereof among the Pff<sup>s</sup>. Proprietors of silver on board the said ship exclusive of the sum of 30000 Rupees which ship is valued at by the Owners this Court not allowing any proportion of the salvage of the ships Cargo to be divided to them upon that Account and it is further Ordered that the Costs of this suit be deducted out of the ballance Remains. in the Dffs. hands before such Dividend be made.

¶ CUR.

JANRY. 16<sup>TH</sup>. 1732.

TO THE HONOURABLE THE MAYORS  
COURT OF MADRASSPATNAM.

Humbly complaining sheweth to this Hoñble Court your Orator Gregory de Vertunnes of Fort St. George Merchant That your Orator having Occasion for a sum of Money did take up and receive of and from Davy Notagee Cossee the sum of one thousand five hundred Pagodas for securing the repayment whereof your Orator did mortgage and make over seven baggs & one purse of Garnetts valued one thousand seven hundred Pagodas and did deliver the said Garnetts to the said Davy Notagee Cossee under the seal of your Orator and your Orator shews that the said Davy Notagee Cossee did stipulate and Agree with your Orator to redeliver the said Garnetts under your Orators seal as aforesaid on payment of the said sum of one thousand five hundred Pagodas and your Orator shews that he hath frequently tendered the said sum to the said Davy Notagee Cossee on his delivering the said Garnetts under seal to your Orator as aforesaid But now so it is that the said Davy Notagee Cossee contrary to his Promise and Engagement w<sup>th</sup>. your Orator hath broke the seals of the said several Baggs and taken large Parcels thereof to the great Detriment of your Orator. To the End therefore that the said Davy Notagee Cossee may answer the psses and be decreed to make good to your Orator the Damages he hath sustained by his breach of promise as aforesaid and that your Orator may have such further and other relief in the Premises as shall be agreeable to Equity and good conscience. This ends the Bill.

MAYORS COURT OF MADRASSPATNAM. Thursday the 18<sup>th</sup>. day of January Anno Domini 1732 between Gregory de Vertunnes of Fort St. George Merchant Compl<sup>t</sup>. and Davy Notagee Cossee Defendant.

Upon Reading the Pff<sup>s</sup>. petition & also translate of a Bond given by him to the Defendant & the Endorsement thereon & the Dff. appearing in Court and submitting to deliver the Garnetts in Question on receipt of the money for which the same were delivered to him as security. This Court doth think fitt to Order

& decree and doth accordingly Ord<sup>r</sup>. and Decree that the said Garnetts be weighed and the weight thereof certfyd to this Court by the Register & that the said Garnetts be then delivered by the Dff. to the Pff. on his the Pffs. paying the Dff. the sum of One thousand five hundred Pagodas the amount of the said Bond together with such Charges the Dff. shall prove to have paid on the said Garnetts at the time of Importation and that upon payment of the said sums the Dff. do deliver to the Pff. the said Bond so executed by him as afores<sup>d</sup>. and it is further Ordered that the Defendant do pay the Costs of this suit.

¶ CUR.

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FEBRY. 6<sup>TH</sup>. 1732.

TO THE HONOURABLE THE MAYORS  
COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Hoñble Court y<sup>e</sup>. Orator Peter Echman Lieutenant of the Troops of Fort St. George that Saysshewyaw Merchant in the same place borrowed and received in the year of our Lord one thousand seven hundred & Twenty nine and Thirty the sum of Two Hundred Pagodas of and from y<sup>e</sup>. Orator and for security and repayment of the said Money the said Sayshawyaw gave unto your Orator One Mortgage Bond whereby the said Sayshaewyaw Vancoiyaw and Comachawmaw Mortgaged three Houses unto y<sup>e</sup>. Orator and when the said Bond became due and payable your Orator demanded his Money but hitherto without Effect. To the end therefore in case the said Sayshawyaw, Vancoiyaw and Comachawmaw should be found within the districts of this Hoñble Court may upon their Corporal Oaths true & Perfect answer make to all & singular the Premisses as fully and Effectually as if the same were here again repeated and Interrogated and that they may be Decreed to pay the Amount of the said Mortgage Bond unto your Orator and that your Orator may have such further relief herein as may be agreeable to Equity. This Ends the Bill.

COURTS Att<sup>y</sup>. for the Compl<sup>tt</sup>.

Tuesday the 20<sup>th</sup> of February Anno Domini 1/32. Between Peter Eckman of Fort St. George.

MAYORS COURT OF MADRASSPATNAM.

Gentleman complainant & Venkiah of the same place Merchant & Defendant. Upon reading the Pff<sup>s</sup>. Petition & also an Assignment under the hand of the Dff. dated the 21<sup>st</sup>. of January 1729. And the Dff. appearing in Court and acknowledging the Execution thereof and the Justness of the Pff<sup>s</sup>. Demand This Court doth think fitt to Order and Decree and doth accordingly Order and Decree That the Dff. do pay unto the Pff. the sum of Two hundred Pagodas being the Principal money due on the said Assignment with Interest after the rate of Eight ¶ Cent ¶ Annum from the date thereof together with his Costs of suit.

¶ CUR.

APRIL 18<sup>TH</sup>. 1732.

TO THE HONOURABLE THE MAYORS COURT  
OF MADRASSPATNAM.

Humbly complaining sheweth to this Hoñble Court your Orator Poncala Kistna of Fort St. George Merchant That Deveroy Conicoply now being and residing in Madrass by Deed poll of Assignment bearing date the 30<sup>th</sup>. day of March which was in the year of Our Lord 1726 in consideration of the sum of three thous<sup>d</sup>. Pagodas as therein mentioned to be paid to the said Deveroy by the said George Torriano assign and make over to the said George Torriano all those Houses and Gardens in the said Assignment particularly mentioned To hold to the said George Torriano his heirs and Assignes for ever In which said assignment is contained a Proviso for making void the same on payment of the said sum of three thousand Pagodas and Interest after the rate of Eight  $\frac{1}{2}$  Cent  $\frac{1}{2}$  Ann at or before the Expiration of two years from the date thereof as by the said Assignment under the hand & seal of the said Deveroy ready to be produced as this Hoñble Court shall direct will appear and your Orator shews that the said Deveroy having paid to the said George Torriano some money in part the Principal and Interest due on the aforesaid security and the said George Torriano pressing the said Deveroy for payment of the residue due thereon which the said Deveroy being unable to do applied himself to y<sup>e</sup>. Orator requesting your Orator to advance the sum of Two thousand seven Hundred Pagodas being the ballance remaining due on the said Mortgage or otherwise secure the payment thereof to the said Mortgage or otherwise secure the payment thereof to the said George Torriano which request of the said Deveroy y<sup>e</sup>. Orator consented to and on or about the twenty ninth day of October which was in the year of Our Lord 1728. your Orator did actually & bona fide pay to the said George Torriano the sum of One thousand Pagodas Current of Madrass and did sign & execute one Bond bearing date the said 29<sup>th</sup>. day of October conditioned to be void on payment of the sum of one thousand seven hundred pagodas at or before the Expiration of two years from the date thereof as by the said Bond relation being thereunto had will appear. And your Orator shews that by Endorsement on the said Assignment the said George Torriano in Consideration of the said sum of One thousand pagodas and of the said Bond so executed by y<sup>e</sup>. Orator as aforesaid did assign and make Over to your Orator all his Right & Title to the aforesaid security. And your Orator shews that he hath actually and bonafide paid to the said George Torriano the said sum of One thousand seven hundred Pagodas secured to him by the Bond so Executed by your Orator as aforesaid and thereby is become justly intituled to the said Mortgaged Premises as a security for the payment of the said sum of two thousand seven hundred Pagodas and the Interest due thereon And your Orator shews that he hath frequently applied to the said Deveroy for payment of the Principal and Interest due to him as aforesaid but hath received only the sum of five hundred Pagodas in part satisfaction of his said demand the said Deveroy refusing to make payment of the residue of his said Debt to your Orator To the End therefore that the said Deveroy may upon his Corporal Oath true and perfect Answer make to all and every the matters aforesaid and be decreed to pay your Orator the Principal & Interest remaining due on the aforesaid security and default thereof that the said Mortgaged premises may be sold and the money arising by such sale paid to your Orator in satisfaction of his said Demand and that your Orator may have such further and other relief in the Premises as shall be agreeable to Equity and good Conscience. This is the End of the Bill.

W<sup>M</sup>. JERMIN *Att. for y<sup>e</sup>. Compl<sup>t</sup>.*

		DEVEROY.			
1732-33-2	Dr.				
	1728				
	Oct.				
	28 <sup>TH</sup> .	To Cash paid Mr. Torriano on Acct. the Mortgage of your Houses	...	...	1000
1730					
Nov <sup>R</sup> .					
14.	To Ditto	...	...	1000	— —
Dec <sup>R</sup> .					
3 <sup>D</sup> .	To Ditto	...	...	700	— —
				2700	— —
					Dr.
1726					
Apr.					
6 <sup>TH</sup> .	To Cash lent on your Note (Taken in Somadrue's name) at Interest & for which sevll. joys & Note were mortgaged	...	...	1000	— —
				1000	— —

						Cr.
1726						
JUNE						
30 <sup>TH</sup> .	By Sale of a Garden at Trivitore part of the Mortgaged p-sses	...	...	...	500	— —
	By balla.	...	...	...	2200	— —
					2700	— —
1726						
JUNE						
30 <sup>TH</sup> .	By Abdull Cauder recd. the Princpl. & Respa. due on his Note being pt. of Mortd. p-sses.				553	4 40
DEC <sup>R</sup> .						
1 <sup>ST</sup> .	By Abdull Gunney recd. in pt. of his Note	...			101	7 —
1731						
JUNE						
30 <sup>TH</sup> .	By ye. Balla. of your Accot. Concernd in Coral.				270	11 75
					924	23 35
	By Ballance	...	...	...	75	12 45
					1000	— —

Pleadings in the Mayor's Court, 1732-33 9

CORAL ACC <sup>o</sup> . OF PONCALA KISTNA &C.		D <sup>a</sup> .	
1724	SEPTEMB <sup>r</sup> .		
12 <sup>TH</sup> .	To Coral for several parcels bot. of Nathaniel Elwick Esqr. at three mos. Trust from this day ... ..	P 4522	22 —
	To Interest allowed by the partners on Sundry sums of money for what Coral there remained unsold from time to time since the Expiration of the abovesaid Months trust ...	159	9 —
		<hr/>	
	To Ballance to be divided among the Partners undernamed ... ..	4681	31 —
		147	3 60
		<hr/>	
	PAGODAS	4828	34 60
		<hr/>	

PER CONTRA.		C <sup>a</sup> .	
By the Amount of what sold by Verdapa & mos. ds.			
	Numbrperimal in 2 26 within the trust on the $\text{P}$ Contra from the 19 <sup>th</sup> . Sepr. to the 15 <sup>th</sup> . Decr. 1724 as their Accot. sales ...	P 522	22 —
	By Do. in 6 6 15 from the 15 <sup>th</sup> . Decr. 1724 to the 30 <sup>th</sup> . June 1731, as $\text{P}$ their Account Sales ... ..	4036	12 60
		<hr/>	
	PAGODAS	4828	34 60
			[sic]
		<hr/>	

E. E.

DIVIDEND of Pag<sup>s</sup>. 147. 3. 60 to the Partners concerned in ditto Coral, being the ball<sup>ae</sup>. of what gained thereon viz.

Poncala Kistna. } Numbrperimal } Verdapa. }	their 2 quarter p <sup>ts</sup> . Prin <sup>l</sup> . 2000	P	73	19	70
Paupa Braminy.	his 1 quarter p <sup>t</sup> .	D <sup>o</sup> .	1000	P	36 27 75
Deveroy.....	his 1 quarter P <sup>t</sup> .	D <sup>o</sup> .	1000	P	36 27 75
			<hr/>		
	PAGODAS		147	3	60
			<hr/>		

ACC<sup>o</sup>. CASH OF THE PARTNERS CONCERNED IN CORAL.

Dr.

1724  
DEC<sup>R</sup>.

15<sup>TH</sup>. To Coral received of Verdapa & Numbperimal the amount of what sold by them ... P 522 22 —  
To Poncala Kistna, Numbperimal and Verdapa Received their two quarter p<sup>ts</sup>. concern'd in Coral ... 2000 — —  
To Do. Lent Paupa Brameny as his Bond to pay his one quarter part concerned therein. 1000 — —  
To Deveroy received in part for his one quarter part Concerned therein ... 200 — —  
To Poncala Kistna Lent Deveroy as his bond of this days date, to pay his concern in full. 800 — —

PAGODAS 4522 22 —

CORAL ACCO<sup>T</sup>. OF PONCALA KISNA AND C<sup>o</sup>.

Dr.

1724/5  
JAN<sup>RY</sup>.

21<sup>ST</sup>. To Coral bought of Nathaniel Elwick Esqr. at three months trust from this day ... P 3853 4 —  
To ballance to be divided among the Partners undernamed ... 134 8 —

PAGODAS 3987 12 —

DIVIDENED of Pag<sup>a</sup>. 134 8 to the Partners concerned in ditto coral being the ballance of what gaind on that Account viz.

Poncala Kistna }  
Numbperimal } their 3 quarter parts ... P 100 24 —  
Verdapa }  
Deveroy his ... 1 quarter part ... 33 20 —

PAGODAS 134 8 —

PER CONTRA.

1724  
DECEM<sup>R</sup>.

15<sup>TH</sup>. By Coral paid Nathaniel Elwick Esqr. for sundry parcels bought of him. PAGODAS 4522 22 —

PAGODAS. 4522 22 —

PER CONTRA.

Cr.

By the Amount of what sold by Numbperimal & Verdap in 6. 5. 9 from the 21<sup>st</sup>. Janry. 1724/5 to the 30<sup>th</sup>. June 1731 as <sup>th</sup> their Acco<sup>t</sup>. sales ... 3917 13 —  
By Interest gaind on several sums of money. 69 35 —

PAGODAS 3987 12 —

DEVEROY IN ACCO<sup>d</sup>. WITH THE ESTATE OF PONCALA KISTNA DEC<sup>d</sup>.

To this Bond to the Decd. dated the 15 <sup>th</sup> . Decr. 1724 to pay in full for his concern in Coral, returned back ... .. P 800 — —	
To Cash paid by the decd. in part of his Note for 1000 Pags. drawn in Sumadrue's Name the 6 <sup>th</sup> . April 1726 ... .. 270 11 75	
	PAGODAS 1070 11 75

DITTO IN ACCO. WITH THE ESTATE ABOVE SAID.

1726 APRIL 6 <sup>TH</sup> , To Cash lent him by the decd. on a Mortgage of Jewells and Respondentia Bonds, as $\text{₹}$ his Interest Bond of this days date, drawn in Sumadrue's name ... .. P 1000 — —	D <sup>a</sup> .
1727/8 JANRY. 20 <sup>TH</sup> . To Cash lent him by the Deceased as $\text{₹}$ his Bond to him of this days date ... .. 108 18 —	
	PAGODAS 1108 18 —

PER CONTRA.

D <sup>a</sup> .	C <sup>b</sup> .
1731 By Cash received his proportion of the pro- duce of Coral in Co. sold at times as Appears by three Articles of sale in differ- ent Account here before incerted ... .. P 1070 11 75	
	P 1070 11 75

PER CONTRA.

D <sup>a</sup> .	C <sup>b</sup> .
1726 JUNE 30 <sup>TH</sup> . By Cash received of Abdull Cadher the Amount of his Respondentia Bond to Deve- roy, who let the said Abdull Cadher part of that Money out of 1000 Pags. borrowed of the Decd. the 6 <sup>th</sup> . April 1726 ... .. P 553 4 40	
DECR. 1 <sup>ST</sup> . By Cash received of Abdull Goney the Amount of his Respondentia Bond to Deve- roy, who also let the said Abdull Goney more money out of the said 1000 Pags. aforesaid ... .. 101 7 —	
1729 JUNE 2 <sup>D</sup> . By Cash received of Numshevayom by the Deceased ... .. 125 — —	
By Ditto received by the Deceased out of his proportion of the produce of Coral due to him P 1070. 1. 75 ... .. 270 11 75	
	1049 23 35
By Balance due from Deveroy ... .. 58 30 45	
	PAGODAS 1108 18 —

DECEMBER THE 15<sup>TH</sup>. 1724.

To Ponkillah Kistna Inhabitant of Madrass I Trevacattee Devaroy Do give this Mortgage Bond of my  $\frac{1}{4}$  share of a parcell of Coral bought in Partnership w<sup>th</sup>. four people w<sup>ch</sup>. quarter share value 1000 Pag<sup>s</sup>. I mortgage to him and receive 800 from the said Ponkillah Kistna w<sup>ch</sup>. I promise to pay on demand w<sup>th</sup>. 8  $\text{₹}$  Ct.  $\text{₹}$  Anñ. w<sup>ch</sup>. Coral said Kistna is to sell and pay himself on Demand but if the Coral lyes in Kistna's hands and the money not Repaid in a great while said Kistna shall share out the same according to the Outery note and my share being deliverd me I promise to pay the amount of this Bond.

Drawn &amp; signed by

DEVEROY.

Witness

Permall Moodalare.

Niacarrah Ninah Chittee in his own hand writing.

TRANSLATED

 $\text{₹}$  RALPH MANSELLAPRIL 6<sup>TH</sup>. 1726.

I Teravarkaut Devaroy Moodelare Do hereby Mortgage and make over To Sumadrew son of Vireche Moodelare of Milapore One Godown House over against my dwelling house Adjacent to Pillarys Pagoda value Pag<sup>s</sup>. 200, One new Built house w<sup>th</sup>. the ground belonging to it scituated at Tereevercaut value Pag<sup>s</sup>. 200. One Bulse q<sup>ty</sup>. Containing the following jewells and marked No. 1 seald with my seal 1. Pr. of Gold hand Rings for Women value Pag<sup>s</sup>. 40. Gold chain value Pag<sup>s</sup>. 80. Two Rings sett with Embralds Pag<sup>s</sup>. 100. Two Ditto with Rubies Pag<sup>s</sup>. 15. Two pair of Earrings Pag<sup>s</sup>. 10 one Mylaur Pag<sup>s</sup>. 5. the whole bulse value Pag<sup>s</sup>. 250. One other Bulse marked No. 2 and sealed as the former q<sup>ty</sup>. a Gold Girdle P. 115 a Gold chain P. 40 two Pr. of Womens Gold hand Rings P. 40 three Gold necklaces P. 25. two Pr. of Armletts P. 10 the whole Bulse Pag<sup>s</sup>. 230. Abdull Guney's Interest Bond for Pag<sup>s</sup>. 307. A Respondentia Bond of Abdull Cauders for Tenezary principall 442 $\frac{1}{2}$  Respondentia 25  $\text{₹}$  cent is Pag<sup>s</sup>. 553  $\frac{1}{8}$  Another Respondentia Bond of Ramalinga and Vallapah for Pegue Principall Pag<sup>s</sup>. 150. Respondentia 40  $\text{₹}$  ct. is Pag<sup>s</sup>. 210 w<sup>ch</sup>. makes the whole amount of this Mortgage Pag<sup>s</sup>. 1950  $\frac{1}{8}$  upon which I acknowledge to have borrowed & received the sum of Pag<sup>s</sup>. 1000 Current of Madrass in promise to pay the same in one Month from the date hereof with the Interest of 9  $\text{₹}$  ct.  $\text{₹}$  Annum and if the same be not paid according to the time the said Houses, Jewells & Bonds are to be sold at the Publick Seagate and the produce thereof be paid to discharge this Bond and if it do not produce sufficient I bind myself to make good the Remainder, and if they produce more the same is to be made good to me, in this manner have Wee agreed it being on a very pressing Occasion that I have borrowed this money and if I do not justly discharge the Bond I shall be the same sin as breaking any of the Customs of my Religion to which Wee appoint as Witness Nauma Carrah Chittee & Yeacombrum Moodelare.

SIGND

DEVAROY.

Bond wrote by Joint Consent &amp; by me

SENKARAPILLA

Out of the Bulse deliverd at my Request by Subramonee their is redeliverd to said Subramonee a Gold Girdle, a Gold Chain, 1 Pr. Gold hand Rings for Women, 3 Necklaces, 3 Armletts in all Value Pag<sup>s</sup>. 230. & I have received out of the other Bulse Womens hand Rings Value Pag<sup>s</sup>. 40. 1 Mylaur Value Pag<sup>s</sup>.



5. the Bill of my Teruverkaut house and that of my Godown house the rest of my Jewells & Vellapah's Bond is in the keeping of Ram Chendra.

SIGN'D

DEVARROY.

I have put Churarapas Seal.

JUR IN CUR.  
JUNE 13<sup>TH</sup>. 1732.

The Answer of Daveroy Modaleire of Fort St. George Conycopy to the Bill of Complaint of Poncala Kistna of the same place Merchant.

THIS Defendant saving to himself now and att all times hereafter All and All manner of benefit of Exception to the many Errors, Untruths, Incertaintys and insufficiencies in the Bill of Complaint of the said Poncala Kistnah the Compl<sup>t</sup>. contained for answer thereunto or unto so much thereof as this Defendant is advised materially Concerns him to make answer unto he this Defendant Answereth and sayeth That he admitts that on or about such time as in the said Bill of Complaint is mentioned and for such a Consideration as is therein also Expressed he this Defendant did execute and give unto George Torriano Merchant of Madrass such a Deed poll of Assignment as by the Compl<sup>t</sup>. is in his said Bill of Comp<sup>t</sup>. more particularly set forth, This Defendant also admitts that after the payment of certain sums of money to the said George by this Defendant there remained due upon the ballance the sum of Two thousand seven hundred pagodas This Defendant Admitts that he made such Application to the Complainant as in the said Bill is likewise mentioned. This Defendant denies that the Complainant did actually and bonafide pay unto the said George Torriano the sum of one Thousand pagodas as in the said Bill is erroneously Alledged But this Defendant sayeth that the aforesaid sum of One thousand Pagodas was paid unto this Def<sup>t</sup>. by the said Complainant on or about the time mentioned in the Complainants said Bill of Complaint upon a different Accompt between the Complainant and this Defendant which sum it is true this Defendant paid M<sup>r</sup>. Torriano at the same time in part of the Mortgage aforesaid but this Defendant humbly hopes such payment will not be deemed the Action of the Complainant & because this Defendant happened to receive the like sum of him just at that time such Receipts and Payments being Often mett with in the way of Trade as this Defendant Apprehends. This Defendant Admits that the Complainant did sign and Execute such Bond of such a date and so Conditioned as in the said Bill of Complaint is Alledged and this Defendant sayeth that he hath heard and doth beleive that the said George Torriano hath Assigned And make Over unto the Complainant the Mortgage or Deed poll of Assignment beforementioned but for what Cause or Consideration is to this Defendant unknown. This Defendant sayeth that he hath had divers and sundry Other dealings and Transactions besides those abovementioned with the Complainant as well in Trade as otherways and in the Carrying on of which several sums of money hath been received and payed on each side and this Defendant sayeth that he is not positive in whose favour the ballance thereof now Remains. This Defendant sayeth that he hath several times Offered to come to an Accompt with the Complainant hereupon but the same hath yet been deferred by some Accident or Other intervening. This Defendant further sayeth that he is now ready to make up such Accompts with the Complainant and to lay the same before this Hoñble Court or before any Person or Persons Appointed for that purpose and to receive or pay what shall appear to be due on the Ballance of such Accompts and therefore this Defendant prays to be hence dismissed with his reasonable Costs in this suit most unjustly sustained.

S. RUMBOLD.  
*Attv. for ye. Dff.*

PONCALA KISTNA.

Dr.				
1724				
DECR.				
16TH.	To Cash paid in part of my $\frac{1}{4}$ share of Coral in Co. ...	P	200	— —
	To Ditto paid by Abdull Caudire ...		553	4 40
	To Abdull Gunneys note for which was Mortgaged 10 Garse of Rice ...		307	— —

1728								
NOV.								
20TH.	By cash recd. of him ...		1000	—	—			
N.B. 1724.								
SEPT.								
	Bot. at Mr. Elwicks outery ...		4522	22	—			
JANRY.								
10TH.	Bot. of Mr. Elwick ...		3088	4	—			
	Bot. of Do. rough ceral ...		765	—	—			
			<hr/>					
			8357	20	—			
			<hr/>					

Thus Divided  
 Poncala Kistna ... }  
 Paum Verdapah }  
 Numbramaul }  
 Vausum Paupah }  
 Deveroy ... }

SAID PONCALA KISTNA.

Dr.				
1729				
JUNE				
17TH.	To Cash paid by Numshaviah ...	P	125	— —
1731				
SEPT.				
2D.	To Do. paid by Moota Chundrapah ...		100	— —
	To Do. recd. for a Garden sold at Trivilore ...		500	— —
			<hr/>	
			P 725	— —
			975	— —
			<hr/>	
			P. 1700	— —
			<hr/>	

1729								
DECR.								
31ST.	By his security Bond to George Torriano for my account ...	P	1700	—	—			
			<hr/>					
			P 1700	—	—			
			<hr/>					

FORT ST. GEORGE  
 13TH JUNE 1732  
 ERRORS EXCEPTED  
 DEVAROY.

Pleadings in the Mayor's Court, 1732-33

Poncala Kistna Compl<sup>t</sup>.

&

Daveroy Moodelaire Defend<sup>t</sup>.

Mr. George Torriano sworn on the part of the Pff. Deposes That the Defendant being Indebted to Mr. Elwick in the sum of P. 3000 or thereabouts did Assign over to this Deponent & Mr. Samuel Parkes several Houses and Gardens as a security for that sum That this Deponent pressing the Defendant for discharge of the said Debt the Defendant as this Deponent believes prevailed with the Plt. to treat with this Deponent on that Affair and after some Months the said Poncala Kistna did agree to pay this Deponent the sum of P. 1000 and to give a Bond for P. 1700 more payable in two years and accordingly the Plt. and Defendant came to this Deponents House when the Plt. or Defendant (but which this Deponent cannot exactly remember but believes to be the Pff.) paid this Deponent P. 1000 in money and the Plt. then executed a Bond to this Deponent singly for P. 1700 payable in two years whereupon this Deponent in the presence and at the request of the Defendant did deliver over the said Mortgage Bond and the Original Titles to the Plaintiff and this Deponent is the rather inclin'd to believe the said P. 1000 was the proper money of the Plt. for that the Defendant had always pleaded poverty and introduced the Plt. to this Deponent as the person who was to discharge the debt due to Mr. Elwick and the Pff. did himself Act as if the whole money was his and besides had the Defendant been able to have paid P. 1000 the Mortgaged Premisses being an ample security for the residue this Deponent would not have relinquished the Interest thereon for two years at least if the said 1<sup>st</sup>. P. 1000 was not paid by the Plt. on Account of the said mortgage the Defendant and he by great management imposed on this Deponent and made him understand it so.

PERMAUL DUBASH sworn deposeth That he several times applyed to the Defendant (on his master Mr. Torrianos behalf) for the payment of the Debt due from him to his master and that the Defendant told this Deponent he had no money by him and that Poncala Kistna would become security for the Debt. That this Dep<sup>t</sup>. And the Defendant did go to Poncala Kistna's House when the Dff. fell at Kistna's feet and requested his Assistance in discharging the said Debt whereto Poncala Kistna Consented and did accordingly go with the Defendant to this Deponents masters house and soon after his coming thither the said Poncala Kistna sent one of his servants to fetch one bagg of Pagodas which being brought the said Poncala Kistna did deliver and pay the same in this Dep<sup>ts</sup>. presence to this Deponents Master and also execute one Bond to this Deponents master for P. 1700 and this Deponent saith he hath since received the said sum of P. 1700 from the said Poncala Kistna and paid the same to this Deponents Master.

MOODUE sworn on the part of the Defendant saith That the Dff. did bring and pay to Mr. Torriano the sum of P. 1000 in part satisfaction of the Money due to him on the Mortgage of the Defendants Houses and that after such money was paid and the Accounts Adjusted the said Poncala Kistna came to said Torriano's House and did become security for the Defendant for the sum of P. 1700 whereupon the said Mr. Torriano did deliver into the hands of the Defendant the said Mortgaged Bond and other papers who delivered the same to the said Poncala Kistna. And this Deponent saith that the said sum of P. 1000 so paid to the said Mr. Torriano by the Defendant was received by him from Ram Chendru on account his Concern in Coral with the said Poncala Kistna as mentioned in the Defendants Answer.

RAM CHENDRU sworn on the part of the Pff. saith that he never paid the sum of P. 1000 to Moodue on any Account neither doth he know that the Defendant Daveroy was Concerned with the Complainant Poncala Kistna in any purchase of Coral.

PERMAUL sworn on the part of the Plt. saith That Poncala Kistna purchased a parcel of Coral at Outcry for three Months Trust to the Amount of P. 4522. 22. — and that Deveroy was Concerned  $\frac{1}{4}$  part Veasum  $\frac{1}{4}$  part and Numbermaul Chittee, Paum Verdepah & Poncala Kistna the other half. That before the Purchase Money became due they had sold Coral to the amount of P. 510 or thereabouts and that Veasum gave a Bond to Poncala Kistna for P. 1000 being his proportion of the money to be paid for the said Coral and that Daveroy paid Poncala Kistna P. 200 in part his proportion of such money and gave him a Bond for P. 800 being the Residue.

VERAGOO sworn saith That Poncala Kistna bought Coral at Outcry to the Amount of P. 4000 or thereabouts That Veasum Paupa was concerned  $\frac{1}{4}$  Deveroy  $\frac{1}{4}$  Numbermaul Chittee, Verdapa and Poncala Kistna the other half and that the Coral so purchased by the said Poncala Kistna was at 3 Months Trust.

Translates of Accounts of Coral Produced and Ram Chendru being asked by the Court if he knew the Purport of said Accounts Declares That he kept the Accounts of Coral whereof these are the Translates as also Poncala Kistna's other Accounts for 8 years past. It appearing from the above Declaration of Ram Chendru That he had Imposed on the Court in a most Notorious manner by Insisting that he kept the Accounts of Coral in partnership when it appears upon reading the Proceedings of the last Court Day that he then made Oath that he did not know that the Defendant was Concerned with the Complainant in the purchase of any Coral.

Ordered that the said Ram Chendru for such Offence be Immediately taken into Custody and thereto remain till he can find sufficient security in the sum of pagodas 500 to appear before this Court at any time within One Month from this date if they should think proper to demand him.

PERMAUL MOODELAIRE sworn on the part of the Plaintiff saith That Daveroy Informed this Deponent That Numbermaul Chittee, Veasum Paupa and Paum Verdapa had brought a Parcel of Coral of Mr. Elwick and that he was to be concerned therein and that he had paid in part of such concern P. 200 and had given a Bond to Poncala Kistna for Pagodas 800. being the Residue.

Ordered that the Accounts of Coral in partnership with Daveroy be laid before the Court the next Court day.

JOHN STRATTON  
*Regr.*

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Monday the 5<sup>th</sup>. day of March.

MAYORS COURT OF MADRASSPATNAM. Anno Domini 1732 Between Poncala Kistna of Fort St. George Merch<sup>t</sup>. Complainant and Daveroy of the same Place Merchant Defendant.

This Cause coming this day to be heard and debated before this Court in the presence of the Attorneys on both sides on hearing the Proofs taken in this Cause and also an Assignment of several Houses and Gardens executed by the Defendant to Mr. George Torriano dated the 30<sup>th</sup>. day of March 1726 and also an Assignment of the said Premises by the said Mr. Torriano to the Plaintiff in Consideration of the sum of two thousand Seven hundred Pagodas and also One Bond dated the 29<sup>th</sup> day of October 1728 executed by the Plaintiff to the said

Mr. Torriano for securing the paym<sup>t</sup>. of the sum of One Thousand seven hundred Pagodas being part of the Consideration money of the last mentioned Assignment and also an Account Current between the Plaintiff and Defend<sup>t</sup>. relating to the discharge of the said Debt of Two thousand seven hundred Pagodas by the Defendant and also Translate of Accounts of Coral in Partnership between the Plaintiff and Defendant, and also Translate of a Bond given by the Defend<sup>t</sup>. to the Plaintiff for the sum of Eight hundred pagodas advanced to him to the Defendant to make good his the Defendants proportion of the purchase money due for the said Coral, and also Translate of an Assignment of sundry Effects executed by the Defendant to Somadrue Moodelaire in Trust for the Pff. dated the 6<sup>th</sup>. day of April 1726 to secure the payment of One Thousand Pagodas lent by the Plff. to the Defendant and an Endorsement thereon under the hand of the Defendant and also an Account Current between the Plaintiff and Defendant relating to the discharge of the said sum of One Thousand Pagodas, and also two several Account Currants signed by the Defendant relating to the payment of the purchase money for the before-mentioned Coral and the discharge of the debt claimed by the Plaintiff whereby the ballance remaining due to the Plaintiff on the said security appears to be no more than the sum of Pagodas Nine hundred and seventy five Read, and what was alledged on either side and due Consideration thereon This Court is of Opinion that the Accom<sup>ts</sup>. produced by the Plaintiff are not to be depended upon and doth therefore think fitt to Order and Decree That the Article of one Thousand pagodas said by the Defendant to be received from the Plt. on Account Coral depending between them be placed to that Account and that the Defendant do pay unto the Plaintiff the sum of Nine hundred and seventy five pagodas being the ballance due to the Plaintiff from the Defendant on the aforesaid security as appears by the said Account Current beforementioned to be signed by the Defendant together with such Interest as shall appear to be due thereon And it is further ordered that the Defendant do make Oath to the truth of the said Account Current at Trivilore Pagoda on doing which and on payment of the said sum of Nine hundred and seventy five Pagodas and Interest as aforesaid the Plaintiff is to deliver up to the Defendant the beforementioned Assignment of his House and Gardens to be cancelled And it is further Ordered that the plaintiff do pay the Costs of this Suit.

¶ CUR.

COURT OF APPEALS  
IN MADRASSPATNAM.  
Nov<sup>r</sup>. 22<sup>d</sup>. 1733.

THE HEIRS OF PONCALA KISTNA APPELL<sup>ts</sup>.  
DEVEROY RESPOND<sup>a</sup>.

This Cause coming this 12<sup>th</sup>. day of November to be heard and debated in presence of the Respondent & of the Attorney for the Appellant after having read & duely considered the Contents of the several Accounts, bonds, depositions of Witnesses and other Exhibits in this Cause in the Hoñble the Mayors Court It appearing that the said Poncala Kistna deceased did pay at three times the sum of Two Thousand seven Hundred Pagodas on Account of the Respondents Debt to Nathaniel Elwick Esq<sup>r</sup>. and that the securities which before lay in the hands of the Attorneys of the said Nathaniel Elwick were assigned Over unto the said Poncala Kistna for the same as set forth in the Bill of Complaint And it further Appearing that the sums of Five Hundred fifty three pagodas & one Eighth and Three hundred and seven Pagodas which the Respondent Charges as paid the said Poncala Kistna on Account of Coral in Partnership were a part of sundry Effects assigned over unto China Sumadrue in trust for the said Poncala Kistna for securing the payment of a Bond bearing date the 6<sup>th</sup>. April 1726 (which bond doth not appear to have been put in suit by the Appellant & Consequently doth not regularly now come under the Examination of this Court) and that therefore the said two sums cannot have been paid on any other account than that for which they were appropriated This Court doth think fit to Order and Decree That the said Bonds and said two payments be struck out of the present dispute and that the sum of

Two Thousand seven Hundred Pagodas be paid by the said Respondent to the Appellants after deducting thereout the sums following viz<sup>t</sup>. Five Hundred Pagodas received by the said Poncala Kistna for Produce of a Garden part of the Assets in the aforementioned Mortgage Assigned over to him Two hundred and seventy pagodas eleven fanams & seventy five Cash being the ballance due to the Respond<sup>t</sup>. for produce of his Concern in Coral (with permission nevertheless to the said Respond<sup>t</sup>. to demand & examine the said Accounts of Coral if he think fit) One hundred Pagodas which the Respondent charges as paid by his Son to the said Kistna and which is allowd by the Appellant and One hundred Twenty five Pagodas also Charged by the Respondent to have been paid the said Kistna by One Nummesheva and is also Allowed by the Appellant together amo<sup>tg</sup>. to the sum of Nine hundred Ninety five pagodas Eleven fanams and seventy five Cash but the said Respondent having received of the said Kistna on Bond the sum of One Hundred & Eight Pagodas Eighteen fanams & acknowledging the same. This Court doth allow the same to be taken out of the said sum of Nine hundred Ninety five Pagodas Eleven fanams & seventy five cash whereby there will remain Eight hundred Eighty six pagodas Twenty Nine fa<sup>s</sup>. and seventy five Cash to be deducted out of the abovementioned sum of Two thousand seven hundred Pagodas And this Court doth hereby Order and Decree That the Decree of the Hoñble the Mayors court In this Cause be set aside and that the Respond<sup>t</sup>. do pay unto the Appell<sup>t</sup>. the sum of Eighteen hundred and thirteen pagodas six fanams and five Cash together with Five hundred fifty four pagodas thirty four fanams Twenty Eight Cash for Interest due thereon and that in Default of such payment the said Mortgaged Premises so as aforesaid assigned Over unto the said Kistna be sold for payment of the said sums and that after such payment the Bond for one hundred & Eight pagodas & a half & the Bond for seventeen hund<sup>d</sup>. Pagodas be Cancelled. And further This Court doth Order & decree That each party do pay their own costs.

§ CUR.

GEORGE TORRIANO.

*Clk. of Appeals.*

MARCH 11<sup>TH</sup>. 1732/3.

TO THE HONOURABLE THE MAYORS [sic]  
OF MADRASSPATNAM.

Humbly Complaining sheweth to this Hoñble Court your Orator Pedro Ballieu of Fort St. George Merchant That Beemanda Comrapah Moodelaire and Pellan Taunapah Moodelaire now residing in Madrass did Contract and Agree to and with your Orator to deliver to your Orator a Certain quantity of Cloth on the Terms and Conditions in a Certain agreement executed by them and dated the fourth day of August last particularly mentioned as by Translate of the said Agreement will appear And your Orator shews that he did advance and pay to the said Taunapah Moodelaire & Beemandah Comrapah Moodelaire the sum of Three hundred and Eighty Eight pagodas Eight fan<sup>s</sup>. and Forty Cash the better to enable them to comply with their said Contract. And your Orator shews that the said Beemanda Comrapah Moodelaire & Taunapah Moodelare have deliverd to your Orator sundry Goods to the Amount of Two hundred Fifty five Pagodas Twenty two fanams and Forty Cash, so that there only remains due to your Orator the sum of one Hundred Thirty two Pagodas and Twenty two fanams of the money by him advanced as aforesaid which sum your Orator hath often Demanded but without Effect. To the End therefore that the said Beemandah Comrapah Moodelaire and Pellan Taunapah may upon their Corporal Oaths true and perfect answer make to all and every the Matters aforesaid and be decreed to pay your Orator the said sum of One Hundred and Thirty two Pagodas &

Twenty two fanams with Interest thereon and that your Orator may have such further and other relief in the premises as shall be agreeable to Equity and good Conscience. This is the End of the Bill.

W<sup>m</sup>. TERMIN.

*Att<sup>y</sup>. of y<sup>e</sup>. Compl<sup>t</sup>.*

MAYORS COURT OF MADRASSPATNAM. Tuesday the 13<sup>th</sup>. of March Anno Dom 1732. Between Pedro Ballieu of Fort St. George Merchant Compl<sup>t</sup>. and Beemandu Comrapah Moodelaire of the same place Merchants

Dff<sup>s</sup>.

Upon Reading the Plaintiffs Petition and also Translate of an Agreement under the hands of the Defendants dated the 4<sup>th</sup>. day of August Last and the Defendant Pettee Taunaph Moodelaire Appearing in Court and acknowledging the Execution thereof and also Justness of the Plaintiffs demand This Court doth think fit to Order and Decree and doth Accordingly Order and decree That the Defendants do pay unto the Plaintiff the sum of one Hundred Thirty two pagodas and thirty two fanams with Interest from the date of said Agreement together with his Costs of suite.

¶ CUR.

TO THE HONOURABLE THE MAYORS  
COURT AT MADRASSPATNAM.

Humbly Complaining sheweth unto this Hoñble Court your Orator China Mootah Chittee that Permaul Merchant now being and Residing in Madrass borrowed & received the sum of Twenty two pagodas and fourteen fanams Current money of Madrass of and from your Orator and for securing unto your Orator the repaym<sup>t</sup>. of the said sum of money with Interest thereon the said Permaul gave unto your Orator one Mortgage Bond whereby the said Permaul Mortgaged One House and the Ground Appertaining thereto And your Orator further shews that he has frequently demanded payment of his Money of and from the said Permaul but hitherto without Effect. To the End therefore that the said Permaul may upon his Corporal Oath true and perfect answer make to all and every the matters aforesaid as fully truly and effectually to all Intents and Purposes as if the same were here again repeated & Interrogated and that he may be Decreed to pay the Amount of the said Mortgage Bond together with the Interest which hath Accrued thereon and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience. This is the End of the Bill.

MATHIAS COUTTS.

*Att<sup>y</sup>. for the Compl<sup>t</sup>.*

MAYORS COURT OF MADRASSPATNAM. Fryday the 30<sup>th</sup>. of March Anno Dom. 1733. Between China Moota of Fort St. George Merchant Complainant and Permaul of the said place Merch<sup>t</sup>. Defendant.

Upon reading the Plaintiffs Petition and also Translate of one Deed of Assignment under the hand of the Defendant dated Sep<sup>t</sup>. the 8<sup>th</sup>. A.D 1732 whereby the Defendant had Mortgaged to the Plaintiff One House and Ground for securing the payment of Twenty two Pag<sup>s</sup>. fourteen fanams and Interest and the Defendant appearing in Court and acknowledging the Execution of said Assignment and the Justness of the Plaintiffs Demand This Court doth think fitt to order & Decree and doth accordingly Order and Decree that the Defendant do pay unto

the Plaintiff the sum of Twenty two pagodas fourteen fanams being the Principal Money due on said Assignment with Interest after the Rate of Eight  $\frac{1}{2}$  Cent  $\frac{1}{2}$  Annum from the Date thereof together w<sup>th</sup>. his Costs of suite.

$\frac{1}{2}$  CUR.

12<sup>TH</sup>. MAY 1732.

TO THE HONOURABLE THE MAYORS COURT  
OF MADRASSPATNAM.

Humbly Complaining sheweth to this Hoñble Court your Orator Trevengalum Comrapah of Fort S<sup>t</sup>. George Merchant That in or about the month of July which was in the year of Our Lord 1728. Francisco D'La fountaine then being and Residing in Madrass and bound on a voyage from this port to Moccow applyed himself to your Orator requesting your Orator would advance and lend him the said Francisco D'La fountaine the sum of One hundred pagodas at Respond<sup>a</sup>. whereto your Orator Consented on Condition that Surana D' La fountaine mother of the said Francisco D'La fountaine would become security for payment thereof which being Consented to by the said Surana D'Lafontaine your Orator did Advance and pay to the said Francisco D'La fountaine the sum of One hundred pagodas Current of Madrass for securing the repaying whereof the said Francisco D'La fountaine and Surana D'La fountaine did sign and execute to your Orator One Paper Writing or Note bearing date the tenth day of July Anno 1728 thereby promising to repay the said sum of One hundred pag<sup>s</sup>. with the Respondentia to grow due thereon at the Rate of Eighteen  $\frac{1}{2}$  Cent at the Expiration of Twenty One days after the Arrival of the ship Nos Seigniora de Consessãoe in this Road of Madrass. as by the said Note ready to be produced as this Hoñble Court shall Direct will appear And your Orator shews that the said ship arrived safe in this Port whereby the Principal and Respondentia on the said Note became due and payable And your Orator shews that the said Francisco D'La fountaine did not return to this Port but remained at Moccow whereupon your Orator applyed to the said Surana D'La fountaine for the discharge of the Principal and Respondentia due on the said Note. But how so it is may it please this Hoñble Court that the said Surana D'La fountaine refuses to satisfie her said Engagement to your Orator though after applyed to for that purpose To the End therefore that the said Surana D'La fountaine may upon her Corporal Oath true and perfect answer make to all and every the Matters aforesaid and be decreed to pay your Orator the Principal, Respondentia and Interest due on the said Note and that your Orator may have such further and other relief in the Premisses as shall be agreeable to Equity and good conscience.

W<sup>m</sup>. TERMIN.

*Attv. for ye. Complt.*

By these & by my Sign declare I Francisco de La fountena to have rec<sup>d</sup>. from the hands of Amerasah Narsapa One hundred and thirty Pagodas Current money of this place at Respond<sup>a</sup>. to Macao at the rate of Eighteen  $\frac{1}{2}$  Cent with the Risque upon the ship named N. Sr<sup>a</sup>. da Conceicãa of which I am Master, & I declare that the said Risque shall come back upon the ship on which I shall proceed to this place at Twenty One days after my safe Arrival to this place, I oblige myself to the payment of it & in Case, I do not proceed back again to this place, I promise to send on the ship that shall come from Macao to this place, & to the truth of it I have hereunto set my hand.

MADRAS, 10 JULY 1728.

FRANCISCO DE LA FONTENA.

Sign of Suzana de La fontena.

SURATT CORAMME

JUNE 13, 1732.

JOHN HAMMOND.

The Answer of Susannah De La fontena of Fort S<sup>t</sup>. George Widow to the Bill of Complaint Trevengalum Comrapa of the same place Merchant.



This Defendant now and at all times hereafter saving and reservg. to herself all benefit of Exception to the Errors and Insufficiencies in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defend<sup>t</sup>. is advised materially Concerns this Defendant to make Answ<sup>r</sup>. unto she this Defendant Answereth and sayeth, she Admits that the Complainant might advance and lend such a sum upon such terms and on such a ship as in the said Bill of Complaint is more particularly set forth and Expressed unto Francisco De La fontena in the said Bill named. But this Defendant denies that she ever promised or Consented to become bound for the Repayment of any such sum or sums so taken up as aforesaid as is falsely charged in the said Bill of Complaint. But this Defendant sayeth that at the request of the said Francisco De La fontena she this Defendant did set her mark or hand to the Bond mentioned in the said Bill of Complaint as a Witness to the Execution thereof by the said Francisco de La fontena but upon no other Accompt nor with any other intent or meaning as this Defendant solemnly averrs And therefore this Defendant hopes that if she has misplaced her said Mark or hath Omitted any other usual form therein through her sexes weakness or Ignorance it will not be held that she is thereby become bound for the payment of the said Debt. All which matters and things this Defendant humbly leaves to the Consideration and Judgment of this Hoible Court and Prays to be hence dismissed with her reasonable Costs in this suite most unjustly sustained.

RUMBOLD *Attv.*

SWORN THE 3<sup>D</sup>. MARCH 1732/3.

INTERROGATORIES to be administred to Witness to be produced sworn and Examined on the part and behalf of Trevengalum Comrapa of Fort St. George Merchant in a Certain Cause wherein the said Trevengalum Comrapa is Complainant & Suzana De La fontaine of the same place is Defendant.

- 1<sup>st</sup>. IMPRIS Do you know the Parties Compl<sup>t</sup>. and Defendant in the Title of the Interrogatories named and do you know Francisco D'La fontaine son of the Defendant and how long have you known them or either of them Declare.
- 2<sup>d</sup>. ITEM Do you know of any Application made by the Defendant or the said Francisco D'La fontaine to the Complainant for the Loan of any & what sum of money. Did the Complainant upon such request advance to them or either of them any and what sum and what Terms and Conditions were stipulated or agreed on between the Compl<sup>t</sup>. and Defendant for Repayment thereof at the time of Lending the same.
- Nalla  
Moota  
Cuittee.
- 3<sup>d</sup>. ITEM Do you know of any Demand made on the Defendant by the Compl<sup>t</sup>. for payment of any and what sum of money If yea set forth Checkrapa. what Discourse then past between the Compl<sup>t</sup>. and Defendant or any other person or persons and whom by name touching the payment thereof according to the best of your Remembrance.
- 4<sup>th</sup>. ITEM Do you know of any other matter or thing Material for the Compl<sup>t</sup>. in this Cause If yea set forth the same fully & particularly according to the best of your knowledge Remembrance & belief.

W<sup>m</sup>. TERMIN.

*Attv. for the Compl<sup>t</sup>.*

NALLAMOOTA CHITTEE of Fort St. George Merchant Aged 35 years or thereabouts being produced as a Witness on the Part of the Complainant was on the third day of March 1732/3 shewn in person at the Office of Mr. Henry Rumbold Attorney for the Defendant by Charles Nero who also left a Note of the Name Title and Place of abode of the said Deponent and afterward on the same day being sworn and examined Deposeth as follows:

To first Interrogatory this Deponent saith that he doth know the Partys Complainant & Defendant in this Cause the former about Twenty and the latter about fifteen years and also that he knoweth Francisco La fountain the Defendants son and has so known him for about fifteen years.

To the second Interrogatory this Defend<sup>t</sup>. saith that the Defendant spoke to him to procure some money at Resp<sup>a</sup>. for her son then bound on a Voyage to Maccow and according to her Request he applyed to Comrapah Chittee the Complainant who told this Depon<sup>t</sup>. that he did not know the Defendants son but if she would be bound with him he would Lend them One hundred Pagodas this Deponent acquainted the Defendant therewith and she Consented to it and directed this Deponent to bring her the money the Complainant had then sold them 90 Pagodas of sundry sorts of Goods and gave this Deponent ten Pagodas more which he delivered to the Defendant on which she and her son Executed a Bond and gave it this Deponent who delivered it to the Complainant.

To the fourth Interrogatory this Deponent saith he doth not know nor cannot set forth any other matter or thing material for the Complainant in this cause.

Between Trevengalum Comrapah Chittee of Fort St. George Merchant Complainant and Suzana D'La fountaine of the same place Defendant; on the Part of the Complainant.

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

CHUCKERAPAH of Fort St. George Conicoply Aged Thirty seven years or thereabouts being produced as a Witness on the part of the Complainant was on the 3<sup>d</sup>. March 1732/3 shewn in person at the Office of Mr. Henry Rumbold Attorney for the Defendant by Charles Nero who also left a Note of the Name, Title & place of abode of the said Deponent and afterward on the same day being sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he doth know the Partys Complainant and Defendant the former for 14 or 15 years and the latter for 7 or 8 years and also that he knoweth Francisco L'fountain the Defendants Son and has so known him for about seven or Eight years.

To the 3<sup>d</sup>. Interrogatory this Deponent saith that his Master Mr. Lewis D Medero's of this place Merchant one day sent for the Complainant and asked him on what account he had taken out a Warrant against the Defendant said Compl<sup>t</sup>. answered him that the Defendant was Indebted to him for money lent her at Respondentia for her son then going on Voyage to Maccow and in Case her Son did not return she had Obliged herself to pay it as it would appear by the Bond then in Mr. Strattons hand, on which the said Mr. Mederos desired him to bring the Bond which he did in the evening of the same day when Mr. Mederos had seen the same he said it was certainly due from her & sent this Depon<sup>t</sup>. with his Service to the Defendant and desired her to satisfye the Complainant for that he thought it a Just Debt and if she could not pay it at once to Agree with him and discharge it by degrees she said that the ship would come in four or five Months and then she would see and satisfie him, the Complainant desired her to take up the Bond and give him on Interest Note but she replyd to him that as he had stayd so long he might stay now till the ships came and then he should be satisfied.

To the fourth Interrogatory this Deponent saith That he doth not know nor cannot sett forth any other matter or thing Material for the Complainant in this Cause.

Tuesday the 13<sup>th</sup>. day of April Anno Domini 1733. Between  
Trevengalum Comrapa of Fort St. George Merch<sup>t</sup>. Com-  
plt. and Susanna D'La fontaine of the same place Widow  
Defendant.

This Cause coming this day to be heard and Debated before this Court in the presence of the Plt. & Defendant and of the Attornies on both sides on hearing the Proceedings had in this Cause and also Translate of a Bond under the hand of the Defendant dated the 10<sup>th</sup>. day of July 1728. and what was Alledged on either side and due Consideration thereon. This Court doth think fitt to Order and Decree and doth accordingly Order and Decree hat the Reg<sup>r</sup>. do take an Account when the Principal & Respondentia became due on the said Bond and allow the Plt. Interest thereon to this day at the rate of Eight  $\frac{1}{2}$  Cent  $\frac{1}{2}$  An<sup>i</sup> and that such Account be laid before this Court when such further Order shall be made as may appear to be Just.

$\frac{1}{2}$  CUR.

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DR.

SUZANA DE LA FOUNTAINE TO TREVENGALUM COMRAPA.

To Cash at Respondentia	...	...	...	P	100	—	—
Responda, 18 ꝑ Cent	...	...	...		18	—	—
					<u>118</u>	—	—
Interest on P. 118 from the 10 <sup>th</sup> . day of July 1729 to the 10 <sup>th</sup> . of April 1732 is y <sup>rs</sup> . m <sup>os</sup> .							
3. 9. — at 8 ꝑ Ct. ꝑ Ann	...	...	...		35	14	30
					<u>153</u>	<u>14</u>	<u>30</u>
				PAGODAS			

By ballance due ... .. 153 14 30

PAGODAS 153 14 30

ERRORS EXCEPTED.  
10<sup>TH</sup>. APRIL 1733.  
ꝑ JOHN STRATTON Reg<sup>r</sup>.

Fryday the 13<sup>th</sup>. day of April A.D. 1733  
Between Trevengalum Comrapah of Fort St.  
George Merchant Complain<sup>t</sup>.

&

Susanna De La Fontaine of the same place  
Widow Defendant.

This Cause coming on this day to be heard and debated before this Court in the presence of the Attorneys on both sides on hearing the Proofs taken in this Cause, and also Translate of a Bond under the hands of Francisco Da La fontaine and the Defendant and also an Order made in this Cause Dated the 10<sup>th</sup>. of this Instant April, and also an Accompt stated by the Register Pursuant thereto Read and upon Examination had of the matter in this Cause & due Consideration had thereon This Court doth think fit to Order & Decree and doth Accordingly Order & Decree That the Defendant do pay unto the plaintiff the sum of one Hundred Fifty three Pagodas, Fourteen fanams and Thirty Cash being the Ballance of said Accounts together w<sup>th</sup>. her Costs of Suite.

¶ CUR

COURT OF APPEALS  
MADRASSPATNAM.  
Nov<sup>r</sup>. 23<sup>d</sup>. 1733.

Susanna De La fontaine of Fort St. George  
Widow Appellant & Trevengalum Comrapa of  
the said Place Respondent.

This Cause coming this 25<sup>th</sup>. day of June 1733 to be heard and debated in presence of the Attorneys on both sides after reading and duely considering the purport of the Bill and Answer &c<sup>a</sup>. Papers Exhibited in the Hoñble the Mayors Court and the Decree of the said Court This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree that the Decree of the said Hoñble Mayors Court in this Cause do stand Confirmed and that the Apellant do pay the Costs in both Courts.

GEORGE TORRIANO

Clk. of Appeals.

APRIL 20<sup>th</sup>. 1733.

TO THE HONOURABLE THE MAYORS COURT OF  
MADRASSPATNAM.

Humbly Complaining sheweth to this Honourable Court Your Orator Matea Mercoi of Fort St. George Merchant That Mahamud Cawn Mercoi and Mahamud Hussan now being and resideing in Madrass having Occasion for a sum of Money applyed themselves to Your Orator requesting the Loan thereof whereupon Your Orator did advance and Lend unto the said Mahamud Cawn Mercoi & Mahamud Hussan the sum of sixty seven Pagodas for secur<sup>s</sup>. the repayment whereof they the said Mahamud Cawn Mercoi and Mahomud Hussan did make and give to your Orator a Cadjan Note or Writing under their Hands bearing date the 27<sup>th</sup>. day of April which was in the year of Our Lord 1731 thereby promising to pay the said sum of sixty seven pagodas with Interest after the rate of Eight ¶ cent in the month of June following as by Translate of the said Note will appear. And Your Orator shews that he hath frequently applyed to the said Mahamud Cawn Mercoi and Mahamud Hussan requesting them to pay and discharge the Principal and Interest due on the aforesaid Note. But now so it is may it please this Hoñble Court they the said Mahamud Cawn Mercoi and Mahamud Hussan refuses to satisfie their said Engagement to Your Orator. To the End therefore that the said Mahamud Cawn Mercoi and Mahamud Hussan may upon their Corporal Oaths true and perfect Answer make to all and every the matters aforesaid and be Decreed to pay Your Orator the said sum of sixty seven Pagodas with Interest after the rate of Eight ¶ Cent ¶ Anñum from the date of the said Note and that Your Orator may have such further and other Relief in the Premisses as shall be a Agreeable to Equity and good Conscience. This Ends the Bill.

W<sup>m</sup>. JERMIN

Att<sup>y</sup>. for ye. Compl<sup>t</sup>.

MAYORS COURT OF MADRASSPATNAM. Fryday the 27<sup>th</sup>. day of April Anno Domini 1733 between Matea Mercoi of Fort St. George Merchant Compl<sup>t</sup>. and Mahamud Cawn Mercoi and Mahamud Hussan Defendants.

Upon reading the Plaintiffs Petition and also Translate of a Note under the hands of the Defendants dated the 27<sup>th</sup>. day of April 1731. And the Defendants appearing in Court and acknowledging the Execution of the said Note and the Plt. admitting to have Received Ten Pagodas in Part satisfaction of the Principal Money lent on the said Note This Court doth think fit to Order & decree & doth accordingly Order and Decree That the Defendants do pay unto the Plaintiff the sum of sixty seven Pagodas being the Principal Money remaining due on the said Note with Interest after the Rate of Eight  $\frac{1}{2}$  Cent  $\frac{1}{2}$  Annum from the Date hereof together with their Costs of Suit.

$\frac{1}{2}$  CUR

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

MARCH THE 12<sup>TH</sup>. 1732.

Humbly Complaining sheweth to this Hoñble Court Your Orator Sitteramson and Heir of Doom Adeapa late of Fort St. George Merchant deceased That your Orators late Father did in his Life time advance and lend unto Tandell Gruapah and Vencattee Puttee now being and residing in Madrass the sum of One Hundred Pagodas for securing the repayment whereof they the said Tandall Gruapah and Vencattee Puttee did give to Your Orators said Father one Note under their hands bearing date the Eighth day of October 1715. thereby Promising to repay the said sum of One Hundred Pag<sup>s</sup>. with Interest after the rate of Nine  $\frac{1}{2}$  Cent Annum on Dem<sup>d</sup>. as by Translate of the said Note will Appear. And Your Orator shews that Your Orators said Father in his Life time and Your Orator since his Decease having often demanded payment of the Principal. And Interest due on the aforesaid Note but the said Tandell Gruapah being dead the said Vencattee Puttee his son thô. he hath taken all and every the Estate belonging to his said Father refuses to make Your Orator satisfaction for his said Demands To the End therefore That the said Vencattee Puttee may upon his Corporal Oath true & perfect Answer make to all and every the matters aforesaid 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 Your Orator his Principal & Interest due on the said Note and that Your Orator may have such further and Other relief in the Premisses as shall be Agreeable to Equity and good Conscience. This is the End of the Bill.

W<sup>m</sup>. TERMIN  
Att<sup>y</sup>. for y<sup>e</sup>. Compl<sup>t</sup>.

MAYORS COURT OF  
MADRASSPATNAM.

Fryday the 27<sup>th</sup>. day of April Anno Domini 1733 Between Sitteramson and Heir of Doom Adeapa Late of Fort St. George Merchant Deceased Complainant and Vencattee Puttee son of Tindall Gruapah Deceased Defendant.

Upon Reading the Plaintiffs Petition and also Translate of a Note under the hand of the Defendants Father Dated the Eighth day of October 1715. And it Appearing therefrom that the Defendant was not bound to pay the Debt by the Tenour of the Bond and that the Bond was Executed many Years past And

it also Appearing by the Examination of Several Persons that the Defendant had been frequently in the place and that no Demand had been made of the Debt by the Complainant from the Defendant This Court doth think fit to Order and Decree and both accordingly Order & Decree that the Pffs. Bill do stand dismissed out of this Court with Costs and that the Bond be delivered up to be Cancelled.

¶. CUR

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

MARCH 21<sup>ST</sup>. 1731/2.

Humbly Complaining sheweth unto this Hoñble Court Your Orat<sup>r</sup>. Tauntee Vencatashia of Fort St<sup>t</sup>. George Merchant that Your Orator being seized and possessed of certain Lands scituate in and about the Town of Madrasspatnam particularly one peice of Land laying in the West side of Budryah's Garden containing about Twenty Mannees and another peice of Land in Triplicane on the North side of the Tank containing about Twenty Mannees which lands doth actually and Bona Fide belong and Appertain unto Your Orator and are part and parcell of Your Orators Estate. Your Orator shews that having Occasion to raise a Certain sum of Money he did to that End Offer and Expose the said two peices of Land to sale and some time in the Month of November past your Orator had agreed with a Chapman for the purchase of the same upon which Contract your Orator did Apply unto Mr. John Stratton Register of this Hoñble Court for a Bill of Sale to be drawn Out Agreeable to the Terms on which the said Lands were purchased and Your Orator going sometime after to see if the said Bill of Sale was perfected Mr. Stratton did then inform Your Orator that One Surrevanah Permaul Merchant now residing in Madrasspatnam laid claim to the aforesaid two peices of Land and therefore he the said Mr. Stratton could not draw out the said Bill of Sale or any other untill such dispute concerning the Title was adjusted. Your Orator hereupon did apply to the said Surrevanah Permaul to know what was his intention in so doing but not meeting with a Satisfactory Answer Your Orator required him to come and prove his Title to the said Lands (if he had any) before this Hoñble Court which the said Surrevanah Perm<sup>l</sup>. said he would do But so it is May it please this Hoñble court that the said Surrevanah Permaul doth from time to time put off neglect and delay to make good such his Title to the Lands aforesaid as he pretends thò. often Admonished so to do not only by Your Orator but also by the Attorneys of this Hoñble Court which Actings and doings of the said Surrevanah Permaul not only tends to the Injury, wrong and Oppression of Your Orator in his private Affairs but also to the Obstructing of Justice and Equity in this Hoñble Court and for all which Transactions your Orator hopes the said Surrevanah Permaul shall make ample amends and satisfaction. To the End therefore that the said Surrevanah Permaul may upon his Corporal Oath true direct and perfect Answer make to all the matters herein set forth as fully and Effectually as if the same and every of them were here again repeated and Interrogated and that he may be Decreed to make Your Orator such satisfaction as shall seem meet unto this Hoñble court for Your Orators great and unnecessary Trouble herein and also for the Attempt to stain Your Orators Reputation and for all such other ill consequences and Effects which Your Orator hath suffered by reason of such Actings and doings of the said Permaul. This is the End of the Bill.

H. RUMBOLD.

*Attv.*

SURAT 14<sup>O</sup>. APRIL 1732.

CORAM ME

JOHN POWNEY.

The Answer of Suravanah Permaul of Fort St<sup>t</sup>. George Merchant Defendant to the Bill of Complaint of Tauntee Vencatashia of the same place Merch<sup>t</sup>. Complainant.

This Defendant saving and reserving to himself now and at all times hereafter All and All manner of Benefit and Advantage of Exception to the Errors 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 Answereth and Saith he doth deny that the Complainant is or was at any time lawfully seized of the two peices of Land in the Bill mentioned or that the same or any part thereof doth Appertain to the Compl't. or is part or parcell of his Estate, And this Defendant saith that the Compl't. being indebted to Mr. Richard Horden deceased in the sum of Two Hundred Pagodas or some such sum and the said Mr. Horden or his Attornies pressing the Compl't. for the Immediate payment of the said Debt or that the Compl't would give some further security for the payment thereof which Demands of the said Mr. Hordens Attornies the Compl't. being unable to Comply with did Apply to this Defendant and request that this Defendant would Assist him the Complainant in his then Necessity and lend him the Bills of Sale of the Ground now claimed by the Compl't. in Order to deposite the same as a Security for the Debt due to Mr. Horden as aforesaid the Complainant then promising this Defendant that he would speedily redeem the said Bills of sale by payment of the said Debt and redeliver the same to this Defendant. And this Defendant saith that upon the Earnest Solicitations and Intreaty of the Complainant this Defend<sup>t</sup>. was prevailed with and Consent to the Complainants request and did accordingly deliver to the Complainant this Defendant's Title to the said two peices of Ground which the Complain<sup>t</sup>. Deposited with the Attorney's of the said Mr. Horden, And this Defendant further saith that on Mr. Hordens return to this place he was as this Defendant hath heard & believes informed of the Security given by the Complainant for paym<sup>t</sup>. of the said Debt which being disapproved by the said Mr. Horden in regard no Assignment had been made of the Premisses to the Complainant by this Defendant. And this Defendant Saith that the Complainant being sent for by the said Mr. Horden (as this Defendant hath heard) and Advised of his disapproval of the said security for the Reason aforesaid the Complainant did thereupon Assure the said Mr. Horden that he had an Assignment of the Premisses from this Defendant and would then forthwith deliver the same to him and this Defendant saith that soon after such assurance given by the Complainant to the said Mr. Horden he the Complainant came to this Defendant and acquainted this Defendant with the discourse which had passed between him the Complainant and the said Mr. Horden earnestly entreating this Defendant to enable him to make good his promise by giving him a Bill of Sale of the afores<sup>d</sup>. peices of Ground Assuring this Defendant by many Protestations that such Bill of Sale if given by this Defendant should never be produced or brought in Competition with this Defendants Title to the said peice or parcells of Ground but only be deposited with and remain in the possession of the said Mr. Horden untill he the Complainant could raise Money to pay of the Debt due to him as aforesaid. And this Defendant saith that by the fair promises and protestations of the Complainant this Defendant was prevailed with and did write and sign One Cadjan Note whereby this Defendant did in Consideration of the sum of Four Hundred and seventy Six Pagodas therein mentioned to be paid to him by the Complainant Assign & make over to the Complainant All those two peices or parcells of Garden Ground in the Bill mentioned but this Defendant doth positively deny that he did at the time of signing the said Cadjan Note or at any other time before or since receive from the Complainant or any other person or persons on his Account the said sum of Four hundred and Seventy Six pagodas or any other sum or sums of Money as or for a Consideration for signing such Cadjan but the same was so executed by this Defendant on the Terms and for the Reasons before sett forth and no Other neither was the Possession of the said two peices or parcells of Ground or any part thereof ever delivered by this Defendant to the Complainant or any other Person on his behalf but the said two peices of Ground are now and always have (since the purchasing thereof) been in the Possession of this Defendant or his Undertenants and the Rents and Profits thereof received and taken by him this Dff. which this Defendant Apprehends the Complainant would not have permitted him to do in Case he the Complainant had any just Title to Demand the same And this Defendant saith he believes the Complainant might agree with a Person for Sale of the said two peices of Ground and that such directions were



given by the Compl't. to the Register of this Hon'ble Court as by the Bill is Alledged for drawing a Bill of Sale for the same. And this Defendant doth admit that he did Apply to the Register and request of him to desist from perfecting the said Intended Conveyance which this Defendant humbly Apprehends and insists he might lawfully do the Complainant having no Right or Title to the aforesaid Premises other than the Bill of Sale before mentioned to have been Executed by him on the Terms and Conditions and to and for the Intents And purposes before sett forth and no Other, neither did this Defendant ever receive any Consideration from the Complainant for the said Premises therein mentioned to be conveyed to him and therefore this Defendant humbly hopes the Complainant shall be Obliged forthwith to deliver up the said Bill of Sale to be Cancelled and that this Defendant shall be quietted in the possession of the said two peices or parcells of Ground and prays to be hence dismissed with his reasonable Costs in this behalf most Wrongfully Sustained.

WM. TERMIN. *Att'y. for ye. Defend't.*

INTERRIES to be Administered unto such persons as shall be produced sworn and Examined on the part of Tauntee Vencatashia of Fort St. George Dubash in a Certain cause wherein the said Vencatashia is Complainant and one Surravanah Perm<sup>l</sup>. of the Same place Merchant is Defend<sup>t</sup>.

IMPRIMIS. Do you know the Partys Complainant and Defendant or either and which of them and how long have you known them or either and which of them Declare.

ITEM. Was the Defendant at any time or times Entertained & Employ'd by you as your Factor, Broker or Otherways and how and in what manner and upon what Business was he so Entertained and Employed Declare.  
Taunapah.

ITEM. Do you know or Can you Remember ought Concerning the Purchase of a Certain Garden in or about the Year [*lacuna*] and then in the Possession of Poncala Kistnah lately deceased if Yea say upon whose Accompt. and for whose use was the said Garden so purchased and in whose Name or Names was the Bill or Bills of Sale thereof drawn Declare.  
Do.  
Cuttee  
Vencattee  
Puttee.

ITEM. Do you know or can you Remember ought Concerning the Purchase of a Certain Garden in Triplicane in or about the year then in the Possession of  
Taunapah.  
Chandeapah.

[*lacuna*] If yea say upon whose Accompt and for whose use was the said Garden so Purchased and in whose Name or Names was the Bill of Sales thereof Drawn Declare.

ITEM. Do you know or Can you Remember whether the said Gardens or either and which of them were ever at any time since the Year [*lacuna*] aforesaid Sold, Mortgaged, Alienated or Otherwise and how disposed of If yea Say to whom were the said Gardens or either & which of them so Sold, Mortgaged Alienated or Disposed and upon what Accompt or for what Consideration Declare. and particularly set forth whether the Consideration money if any such there was for the said Sale Mortgage Alienation or other Disposal was duly and truly paid by whom and to whom Declare.  
Tannapah  
Cuttee  
Vencattee  
Puttee  
Chandeapah.

ITEM. Do you know or can you say any other Matter or thing proper for the Complainant in this Cause if Yea sett forth the same as you have heard and do beleive with the Reasons of such your Knowledge and Beleif.

H. RUMBOLD.

To be Administred to Taunapah sworn  
the 21<sup>st</sup>. Febr'y. 1732/3 Cuttee Vencattee  
Puttee 17<sup>th</sup>. D<sup>o</sup>. Chandepah 12 March.

Between Tauntee Vencatashia of Fort St.  
George Dubash Complainant & Suravana Per-  
maul of the said Place Merchant Dff. On the  
part of the Complainant.

DEPOSITIONS of Witnesses taken in this cause by and before the Examiner  
in this Court as follows.

CHANDEAPAH of Fort St. George Conicoply aged 23 years or thereabouts  
being produced as a Witness on the part of the Compl<sup>t</sup>. was on the 21<sup>st</sup>. day  
of February 1732/3 shewn in person at the Office of Mr. William Jermin Attorney  
for the Defendant by Charles Nero who also left a Note of his Name  
Title and place of Abode of the said Deponent and afterward on the same day  
being sworn & Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he doth know the Com-  
plainant by name Vencatashia and hath so known him for 5 or 6 Years but the  
Defendant Surravana Permaul he knoweth not & doth not Remember ever to  
have seen him & more saith not to this Interrogatory.

To the fourth Interrogatory this Deponent saith that soon after his Return  
from a Voyage he had made to Manilah Tannapas son by Name Arnachelum  
(since dead) came to this Deponent and said his father had deliverd to this De-  
ponents father named Muliapah a Bill of Sale for a Garden in Triplicane which  
Bill he said was Drawn in the name of said Muliapah and desired this Deponent  
to look for the same and deliver it him for that the same did not belong to this  
Depon<sup>t</sup>. father, but to his father Taunapah, and that the same was drawn in  
Muliapa's Name because his father being in trouble could not Act openly in the pur-  
chase of it. On which this Deponent enquired of his Mother relating to the said  
Bill of Sale who said it was very true that at her husbands Death she did find  
such a Bill but that he had no Title to the Garden but the same did belong to  
Tannapah where upon this Deponent did deliver the same to Arnachelum, and  
further this Deponent saith that when Mr. Richard Horden was Sheriff of this  
place the Complainant Carried this Depon<sup>t</sup>. before Mr. Horden who shewd this  
Deponent the Bill of Sale before mentioned and ask'd if the Conveyance was not  
in this Deponents fathers name which this Deponent acknowledging he Orderd  
this Depon<sup>t</sup>. to Sign his Name on the back thereof which this Deponent did Comply  
with and more saith not to this Interrogatory.

To the 5<sup>th</sup>. & 6<sup>th</sup>. Interrogatorys this Deponent saith he knoweth of nought  
enquired after therein.

TAUNAPAH of Fort St. George Conicoply aged 60 years or thereabouts being  
produced as a Witness on the part of the Complain<sup>t</sup>. was On the 12<sup>th</sup>. day of March  
1732/3 shewn in Person at the Office of Mr. William Jermin Attorney for the  
Defendant by Charles Nero also Left a Note of the Name Title and place of abode  
of the said Deponent and afterward On the same day being sworn & Examined  
he deposeth as follows.

To the first Interrogatory this Deponent saith he doth know the Party's Com-  
plainant and Defendant and hath so known them almost from their Birth the  
Complainant being a play fellow of his Children and the Defendant a near Rela-  
tion and for a long time lived in his Family.

To the 2<sup>d</sup>. Interrogatory this Deponent saith that he Often hath Employ'd  
the Defendant to Transact Business for him not as his Brother but as a friend  
for he this Deponent being in Prison could not openly Transact any matters and  
further saith he cannot point Out any Particular Business because he has Em-  
ployed the said Defendant in so many and knoweth not what particular Business  
he would have him Declare.

To the fourth Interrogatory the Deponent saith that he and his son Arnachelum sold to the Complt. a Garden to the Northward of the Town Reserving a small part to himself which Garden was bought of Poncala Kistna & the Bill of Sale for the same Drawn in Suravana Permauls name and this Deponent saith he doth beleive the said Garden was for the Complainants Own Account, and that he this Depon<sup>t</sup>. did Direct Suravana Permaul to Assign Over the same to the Complainant, the said Bill of Sale as aforesaid being Drawn in his name by reason this Deponent was in Trouble and could not Appear in the said Business neither as to the Sale nor purchase and this Deponent did also sell to the Complainant another Garden in Triplicane which was bought by this Deponents son Arnachelum and one Mulliapah at an Outcry at the Seagate and the Bill of Sale for the same was drawn in Mulliapa's Name and by said Muliapahs Son Signed over before Mr. Horden then Sheriff of this Place and more saith not this Interrogatory.

To the 5<sup>th</sup>. Interrogatory this Deponent saith that before he Sold the said Gardens to the Complainant he the said Complainant did lend this Deponent Several sums of money at times in all to the Amount of about 460 pagodas which the said Complt. had in friendship to this Deponent borrowed for him of Mr. Horden, which said Mrs. Horden being On her Departure for England press'd Vencatashia the Complainant for the payment thereof on which this Deponent not being Able to discharge the Debt did deliver to Vencatashia the Bill of Sale for the afores<sup>d</sup>. Gardens as Security for his Money but there was not any Mortgage Bonds drawn out or Signed for it and soon after they were delivered the said Gardens were Sold to the Complainant Vencatashia as above Set forth and other Mortgage Sale or Alienation this Deponent knoweth not off and more saith not to this Interrogatory.

To the 6<sup>th</sup>. Interrogatory this Deponent saith he knoweth of nothing more Material for the Complainant in this Cause.

CUTTEE VENCATTEE PUTTEE of Fort St. George Peon aged 40 years or thereabouts being produced as a Witness on the part of the Complainant was on the 17<sup>th</sup>. day of February 1732/3 shewn in person at the Office of Mr. William Jermin Attorney for the Defendant by Charles Nero who also left a Note of the name Title and place of abode of the said Deponent and afterward on the same day being Sworn and Examined he deposeth as follows.

To the first Interrogatory this Deponent Saith he doth know the Complainant in this Cause and hath so known him 12 years or thereabouts & also that he knoweth the Dif. in this Cause and hath so known him for fifteen years or thereabouts.

To the third Interrogatory this Deponent Saith that as he was a Servant to the Beetle Renters and Employed in Collecting money for them he had Often Occasion to go to the Choultry where one Taunapah Moodelare was a long time Confined and One day said Tannapah asked this Deponent Concerng. one Naugamonees Garden then in possession of Poncala Kistnah and desired this Deponent to Enquire if said Kistnah would dispose of it which this Deponent did and acquainted Taunapah that Kistnah would for 125 Pagodas dispose of the said Garden whereto Taunapah replied that he had a Widow daughter for whom he wanted to purchase it and desired this Deponent to get it as cheap as he Could whereupon this Deponent returned to Poncala Kistnah and after sometime agreed for the said Garden for 100 Pag<sup>s</sup>. and gave a Silver Ring as Earnest for the same and Imediately acquainted Taunapah with such Agreement and this Deponent asked said Taunapah whose name he would have the Bill of Sale made in since as he was in Prison for Debts due to the Company it could not be proper to pass them in his own Name On which Taunapah Directed they should be drawn in the Name of Suravana Permaul who is a Relation to said Taunapah and then lived in the same house with Tannapa's Family and this Deponent saith he acquainted Kistnah therewith and believes the Bills of Sale were wrote in said Suravana Permauls Name but doth not Positively Affirm it because he did not see the said Bills when writing nor when Written and more said not to this Interrogatory.

To the 5<sup>th</sup>. Interrogatory this Deponent saith he doth not know of any Mortgage Sale or other Alienation of the said Garden or any part thereof since the said Purchase save that the aforesaid Taunapah did for this Deponent trouble promise this Deponent 2 <sup>7</sup>/<sub>8</sub> <sup>s</sup>. of the said ground which lay Convenient for this Deponents house, that this Deponent had the Care of said Garden but had only half of One of the peices of Ground gave him by said Tannapah w<sup>ch</sup>. this Deponent hath since disposed Off and more saith not to this Interrogatory.

To the 6<sup>th</sup>. Interrogatory this Deponent saith he doth not know nor cannot set forth any other matter or thing Material for the Complainant in this Cause and more saith not.

INTERRIES to be administred to Witnesses to be produced sworn and Examined on the part and behalf of Suravana Permaul of Fort St. George Merch<sup>t</sup>. in a Certain Cause wherein Tauntee Vencatashia of Fort St. George afores<sup>d</sup>. Merchant is Complt. and the said Suravana Permaul Defendant.

IMPRIMIS Do you know the parties Complt and Defendant in the Title of these Interries named or either of them and how long have you known them Declare.

2<sup>d</sup>. ITEM Do you know the two peices of Garden Ground in question one lying near Budriahs Garden and the Other at Triplicane.

Connaper  
Mooteapa  
Valloor  
Mooteapa  
Arnoor  
Eyodey  
Nalla Tomby  
Moodelaire  
Rangiah  
Nalla Moota.

If you did you for any and how long time farm or Rent the same and from whom and to whom did you pay the Rent thereof and who is and was the Owner of the said Gardens at the time of your Renting the same as you know or beleive.

3<sup>d</sup>. ITEM do you know of any Application made to the Defendant by Cuttee Vencattee Puttee about seven Months past or how long for any sum or sums of money If yea on what Account was such Application and what was the Reason Assigned by the said Cuttee Vencattee Puttee for the same and what sum of money or Other things were given to him by the Defendant as you know or beleive.

Latchmia  
Irshapa.

ITEM Do you know of any matter or thing which may be Material for the Defendant in this Cause if yea set forth the same, and particularly according to the best of your Remembrance and beleif.

WM. TERMIN. Att<sup>y</sup>. for y<sup>e</sup>. Dff.

Between Tauntee Vencatashia of Fort St. George Merchant Complainant and Suravanah Permaul of the said place Merchant Defendant On the part of the Defendant.

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

LATCHMIA Aged fifty five years or thereabout being produced as a Witness on the part of the Defendant was on the 10<sup>th</sup>. day of April 1733 shewn in Person at the Office of H. Rumbold Attorney for the Complainant by Charles Nero who also left a Note of the Name Title and place of Abode of the said Deponent and afterward being sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he doth know the Parties Complainant & Defendant the former about Ten or twelve years and the Latter from a Child.

To the third Interrogatory this Deponent Saith that he knoweth nothing of Cuttee Vencattee Puttees applying to the Defendant for any Sums of Money whatever at no time but that as he this Deponent used Often to go to the Defendants house he has frequently seen Cuttee Vencattee Puttee there and One day the

Dff. called this Deponent by his name and bid him Remember that when he gave Cutteventcuttee some Silver beads Sheanan was by him said Sheanan was then present and this Deponent asked him if what the Defendant said was true and he Answerd it was and more this Deponent knoweth not.

To the fourth Interrogatory this Deponent saith he cannot set forth any other matter or thing Material for the Defendant in this Cause.

CONNAPORE MOOTEAPAH of Fort St. George Labourer Aged Forty years or thereabouts being produced as a Witness on the part of the Defendant was on the 9<sup>th</sup>. April 1733 shewn in person at the office of Henry Rumbold Attorney for the Complt. by Charles Nero who also lost a Note of the Name Title & place of abode of the said Deponent and afterward being sworn & Examined Deposeth as follows.

To the first Interrogatory this Depon<sup>t</sup>. saith that he doth know the Defendant in this Cause and has known him about six years but the Complainant he knoweth not.

To the 2<sup>d</sup>. Interrogatory this Deponent saith that he knows a <sup>3</sup>/<sub>4</sub> of ground formerly known by the Name of Nagamonees Garden which he hears is now One of the Gardens in dispute between the Complainant & Defend<sup>t</sup>. and that about five years ago he entered into an Agreement w<sup>th</sup>. the Defendant that he this Deponent should Cultivate the said ground in such manner as he should see good and should give said Defendant a part of the produce for the use of the said ground and the other part was for the use and benefit of this Deponent for his trouble that he beleives the said Garden is the Defend<sup>ts</sup>. Own and knows not of any Other Owner.

To the fourth Interrogatory this Deponent saith he cannot set forth any other matter or thing Material for the Defendant in this Cause.

VALLORE MOOTEAPAH of Fort St. George Labourer Aged thirty years or thereabouts being produced as a Witness on the part of the Defendant was on the 14<sup>th</sup>. day of April 1733 shewn in person at the Office of Henry Rumbold Attorney for the Complainant by Charles Nero who left a Note of the Name title & place of abode of the said Deponent and afterward being sworn and Examined he Deposeth as follows.

To the first Interrogatory this Deponent saith that he knoweth not the Complainant in this Cause but the Defendant he hath known about six years.

To the second Interrogatory this Deponent saith he knows a <sup>3</sup>/<sub>4</sub> of ground which he hears is now in dispute between the Complainant & Defendant that the same is scituated near Budriah's Garden and that about five Years ago he and One Connapore Mooteapah entered into an Agreem<sup>t</sup>. with the Defendant to give him One half of the Produce of the said Garden for his permission to Cultivate the same & have the Other half for their trouble & Charges and this Deponent says he beleives the said Garden is the Defendants own & he knows not of any other Owner.

To the fourth Interrogatory this Depon<sup>t</sup>. saith that he Cannot set forth any other matter or thing Material for the Defendant in this Cause.

EYODEY of Fort St. George Gardener Aged forty years or thereabouts being produced as a Witness on the part of the Defendant was on the 9<sup>th</sup>. of April 1733 shewn in person at the Office of Henry Rumbold Attorney for the Complai<sup>t</sup>. by Charles Nero who also left a Note of the Name title and place of Abode of the said Deponent and afterward being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he hath known the Complainant six or seven years and the Defendant from a Child.

To the second Interrogatory this Deponent saith that he doth know One of the Gardens in dispute that the same was formerly Nagamonees scituated near Budrias Garden that he Rented the same of Suravana Permaul about four years past and allways paid the Rent to him and believes the Garden hath no other owner

To the fourth Interrogatory this Deponent saith he doth not know nor cannot set forth any other matter or thing Material in this Cause for the Defen<sup>t</sup>.

NALLATOMBE MOODELAIR of Fort St. George Gardner Aged Thirty four years or thereabouts being produced as a Witness on the part of the Defendant was on the 9<sup>th</sup>. of April 1733 shewn in Person at the Office of Henry Rumbold Attorney for the Complainant by Charles Nero who also left a Note of the Name, title & place of Abode of the said Deponent and afterward being sworn & Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he knoweth not the Complainant but the Defend<sup>t</sup>. he hath known about two years.

To the second Interrogatory this Deponent saith that he doth know One of the Gardens in dispute that the same is near Budriahs Garden and was formerly Nagamonees that about fifteen Months past he enterd into an Agreement with the Defendant Relating thereto which was that this Deponent should Cultivate the said Ground and for the use thereof the Defendant was to have One third of the produce and the Deponent two thirds for his trouble and Charges, if the Garden be the Defendants or not, this Depon<sup>t</sup>. saith he cannot tell but that he knows no Other Owner to it.

To the fourth Interrogatory this Deponent saith he cannot set forth any other Matter or thing Material for the Defendant in this Cause.

RANGIA of Fort St. George Braminy Aged forty years or thereabouts being produced as a Witness on the part of the Defendant was on the 10<sup>th</sup>. of April 1733 shewn in person at the Office of Henry Rumbold Attorney for the Compl<sup>t</sup>. by Charles Nero who left a Note of the Name, title & place of abode of the said Deponent and afterward being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he doth not know the Complainant but that he knoweth the Defendant & hath known him about twelve years.

To the second Interrogatory this Deponent saith that he knows the garden in Trevelcane now in dispute but that he never Rented the same but was a servant in it for Monthly wages and that he Received such Wages from the Defendant and used to sett such things in the said Garden as he thought for the Benefit of his Master and that the said Defendant received the produce thereof and he knows no other Owner to it that its now about five years past since he served there and he Continued in the service One year.

To the fourth Interrogatory this Deponent saith he cannot set forth any other Matter or thing Material for the Defendant in this Cause.

NALLA MOOTAH of Fort St. George Toddy fellow Aged about forty five years being produced as a Witness on the part of the Defendant on the 10<sup>th</sup>. of April 1733 was shewn in person at the Office of Henry Rumbold Attorney for the Complainant by Charles Nero who left also a Note of the Name title and place of Abode of the said Depon<sup>t</sup>. and afterward being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he knows not the Complainant but doth the Defend<sup>t</sup>. and hath now known him about One year.

To the second Interrogatory this Deponent saith the Garden in Trevelicane in the Interrogatories enquired after he well knows for that he Rents about thirty Pallmeer Trees that stand in it that he Commenced Renter of them in the Month of October last that his Agreement is with the Defendant and he pays his Rent to him and he knows no other owner thereof.

To the fourth Interrogatory this Deponent saith he cannot set forth any other Matter or thing Material for the Defendant in this Cause.

IRSAPAH of Fort St. George Conicoply Aged forty six years or thereabout being produced as a Witness On the part of the Defendant was on the 10<sup>th</sup>. of April 1733 shewn in person at the Office of Henry Rumbold Att<sup>y</sup>. for the Complainant by Charles Nero who left a Note of the Name, title and place of Abode of the said Depon<sup>t</sup>. and afterward being sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he hath known the Complainant about Twenty five years and the Defendant from his Childhood.

To the third Interrogatory this Deponent saith that Cuttee Vencattee Puttee used often to ask the Defendant for money and One day particularly Cuttee Vencattee came to this Depon<sup>ts</sup>. house crying and asking for the Defendant this Deponent asked him what he wanted him for and what was the reason he Cryd he answered that his Child was Dead & that he not [*sic*] a fanam to bury him, and wanted to borrow some money of the Defendant and as he was not in the way desired this Deponent to lend him two or three fanams, but this Deponent could not and so he went away to look for the Defendant and sometime after returned together, the Defendant came into this Deponents house and said he had Often Assisted poor Cuttee Vencattee Puttee & that now he was in great distress for a few fanams to bury his Son who died that Day & desired this Deponent to lend him two or three fanams for him this Deponent said he had none but would see if he could help him in the Evening Whereupon the Defend<sup>t</sup>. took off some silver Beads from his purse and shew'd them to this Deponent and said he would give them to Cuttee Vencattee Puttee to pawn for his present Necessity whereto this Depon<sup>t</sup>. Replied he might do as he pleased.

To the fourth Interrogatory this Depon<sup>t</sup>. saith that he was One Day with the Defendant at his Garden and Vencattee Puttee was also there and after Several Discourses of Insignificant matters the Complainants Dem<sup>d</sup>. on the Defendants Garden was talk'd off at which time Cuttee Vencattee Puttee said he could answer that, and that he would talk before the Court and Maintain the Defendants Right to the Garden he was then in (being known by the name of Nangamonies Garden). for that it was the Defendants fathers Garden, that it was sold at Outcry and bought by Poncala Kistna and that he bought it of Poncala Kistna for the Defendant and that the Defendant paid the money for the same to him and he to Kistna and that the Bill of Sale was drawn in his the Defendants Name, And this Depon<sup>t</sup>. further saith that Once after that said Cuttee Vencattee Puttee was standing in St. Thomas's Street near Mr. Morses house where before several people the Defendant being One the said words to the same purpose and that the Dem<sup>d</sup>. made thereon by the Complainant was false and unjust. And this Deponent further saith that the Complainant one Day sent for this Deponent and told him that he wanted to speak to the Defendant in his behalf for that this Deponent might well Remember the Defendant had lent him Bills of Sale of two Gardens on which he had borrowed money of Mrs. Horden that now she was gone to Vizagapatam. Mr. Empson who was her Attorney Demanded the Money & that if he would make them Over to him by Bond he beleived he could borrow money of Narrain or some Other person to make good the payment and therefore he desired this Deponent to request the Defendant to Agree to it which this Deponent promised and did do but the Complainant Refused to Agree saying he did know what Vencatashia meant by first requesting the Loan of them and now wanting to have them made Over to him; Sometime after the Complainant and Defendant was with Mr. Empson on this Affair, And this Deponent was also present and the Complainant Vencatashia there pretended that the Defendant had Sold the Gardens to him and produced a Cadjan Writing whereto this Depo<sup>t</sup>. is said to be a Witness and this Deponent Doth and Did then declare he knows nothing of the said Writing.

MAYORS COURT OF  
MADRASSPATNAM.

Fryday the 27<sup>th</sup>. day of April Anno Domini  
1733 between Tontee Vencatashia of Fort St  
George Merchant Compl<sup>t</sup>. and Surravana Per  
maul of the same place Marchant Defendant.

This Cause coming this day to be heard and debated before this Court in the presence of the Attornies On both sides On hearing the proofs taken in this Cause read and what was Alledged on either side and due Consideration thereon This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree That the Compl't do make Oath at Triplicane Pagoda that he Actually paid to Taunapa in the pleadings mentioned and the Defendant for Taunapas Account the Sum of four hundred seventy six pagodas as and for the purchase money in the Lands in Question, and that these Lands in Question were accordingly Assigned over by the Direction of Taunapa tho' in another persons name. And it is further Ordered that upon the Compl'ts taking such Oath the Possession of the Lands in Question be Delivered him by the Defendant and that the Defendant do pay the Costs of this Suite.

¶ CUR.

MAYORS COURT OF  
MADRASSPATNAM.

Tuesday the 22<sup>d</sup>. Day of May Anno Domini 1733  
between Tontee Vencatashia of Fort St. George  
Merch<sup>t</sup>. Complainant and Surravana Permaul of  
the same place Merchant Defend<sup>t</sup>.

This Cause coming this Day to be heard again in this Court in the presence of the Attornies on both sides on hearing the Proofs taken in this Cause and also an Order made in this Cause dated the 27<sup>th</sup>. day of April last read and the Register Acquainting the Court that the plaintiff had made Oath at Triplicane Pagoda pursuant thereto. This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree That the Possession of the two Gardens in Question with the Bills of Sale thereof be delivered up to the Compl't. and that the Defendant do pay the Costs of this Suite.

¶ CUR.

COURT OF APPEALS IN  
MADRASSPATNAM.

SURVANAH PERMAUL *App<sup>t</sup>*.  
TONTÉE VENCATASH *Respt<sup>t</sup>*.

NOVR. 23<sup>d</sup>. 1733.

This cause coming on this 14<sup>th</sup>. day of Nov<sup>r</sup>. 1733 to be heard and debated in presence of the Attornies on both sides after reading and duely considering the purport of the Bill and Answer &c<sup>a</sup>. papers exhibited in the Hoñble the Mayors Court and the Decree of the said Court This Court doth think fitt to order and Decree that the Decree of the said Hoñble the Mayors Court in this Cause do stand Confirmed and that the Appellant do pay the Costs in both Courts.

GEORGE TORRIANO,  
*Clk. Ct. App<sup>ls</sup>*.

30<sup>TH</sup>. MARCH 1733.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

Humbly Complaining sheweth to this Hoñble Court Your Orator Terenada of Fort St. George Merchant Son and Heir of Trevengadum late of the same place Merchant deceased That your Orators said Father did in his Life time advance and lend unto Chaicarah Trevengadum Merchant now being and residing in Madrass the sum of two Hundred and Eighty Pagodas and the said Chaicarah Trevengadum having paid several Sums in part Satisfaction thereof Your Orators said Father and the said Chaicarah Trevengadum did in or about the Month of September which was in the year 1780 make up adjust and Settle an Account of such Receipts and payments between them on the ballance whereof there remained due to your Orators said Father the Sum of Two Hundred and Eighty pagodas for securing the payment whereof he the said Chaicarah Trevengadum did make, sign and give to



your Orators said Father one Cadjan Note under his hand bearing date the Twenty first of the said Month of September thereby promis<sup>e</sup>. to repay the said Sum of two Hundred and Eighty Pag<sup>s</sup>. with Interest after the Rate of Eight  $\text{₹}$  Cent  $\text{₹}$  An<sup>n</sup> in or before the Month of March then next Ensuing as by translate of said Note ready to be produced as this Ho<sup>n</sup>ble Court shall direct will appear And your Orat<sup>r</sup>. shews that your Orators said Father in his life time and your Orator since his Decease have frequently applyd to the said Chaicarah Trevengadum for payment of the Principal and Interest due On the said Note But now so it is May it please this Ho<sup>n</sup>ble Court that the said Chaicarah Trevengadum notwithstanding such Application of Your Orator refuses to Satisfie his Engagement so entered into to your Orators said Father as aforesaid To the End therefore that the said Chaicarah Trevengadum may upon his Corporal Oath true and perfect Answer make to all and every the matters aforesaid as fully as if the same were here again repeated and Interrogated and be Decreed to pay Your Orator the said sum of Two Hundred and Eighty Pagodas and the Interest due thereon and that Your Orator may have such further and other Relief in the Premisses as shall be agreeable to Equity and good Conscience. This is the End of the Bill.

W<sup>m</sup>. TERMIN.  
Att<sup>y</sup>. for y<sup>e</sup>. Compl<sup>t</sup>.

SEP<sup>r</sup>. THE 21<sup>ST</sup>. 1730.

I Chaccurah Trevengadum do hereby acknowledge to have borrowed and received of Vencatadres son Trevengadum the Sum of Two Hundred Eighty Pagodas which I promise to pay with the Interest of 8  $\text{₹}$  Cent  $\text{₹}$  An<sup>n</sup> in the Month of March 1731/2 for which I have Signed two Bonds of this Tenor & Date one of which being paid the other is to stand void.

SIGND

CHAICARAH TREVENGADUM.

WITNESSES.

Gregory Cundapah.  
Chatapattu Coindepah.

Drawn by Veragew.

TRANSLATED.

$\text{₹}$  RALPH MANSELL.

MAYORS COURT OF  
MADRASSPATNAM.

Tuesday the 22<sup>d</sup>. day of May Anno Domini 1733  
between Trenada Son and Heir of Trevengadum  
late of Fort St. George Merch<sup>t</sup>. Deceased Compl<sup>t</sup>.  
and Chaicarah Trevengadum of the same place  
Defendant.

Upon Reading the Plaintiffs Petition and also Translate of a Note under the hand of the Defendant dated the 21<sup>st</sup>. day of September 1730 and the Defendant appearing in Court and acknowledging the Execution of the said Note and the Justness of the Plaintiffs Demand. This Court doth think fit to Order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the Plaintiff the sum of Two hundred and Eighty Pagodas being the Principal Money due on the said Note with interest after the rate of Eight  $\text{₹}$  Cent  $\text{₹}$  An<sup>n</sup> from the date hereof together with his Costs of Suite.

$\text{₹}$  CUR.

JUNE 7<sup>TH</sup>. 1733.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM

Humbly Complaining sheweth to ths Ho<sup>n</sup>ble Court Yourt Orator Arnachelum Son and Heir of Shavanandum late of Fort St. George Merchant Deceased That Your Orators late Father did in his life time enter into an Agreement with Ninapah and Chintombe for raising the Sum of One Thousand Pagodas to be employed in Trade for their mutual benefit and Advantage. And Your Orator shews that the said

Partners did severally furnish their respective proportions of the said Stock and that a Joint Trade was for sometime managed and Carried On therewith by the said Partners. And Your Orator shews that during the said Partnership Your Orators Father departed this Life when the surviveing Partners did take all and every the Goods & Merchandize then remaining on Account the said Joint Trade Promising to Account with Your Orator for the same and Your Orator shews that Several disputes arising touching the said Accounts for the more speedy Determination thereof Your Orator the said Ninapah and Arnachelum Son of the said Chintombee did sign and execute One Bond of Arbitration whereby they did refer the said Several Matters in Difference to the Determination of Several persons therein Particularly named and on or about the tenth day of Novem<sup>r</sup>. 1731. the said Arbitrators did make their Award in Writing and did thereby Order and Direct that the said Arnachilum Son of the said Chintombee should pay unto Your Orator the Sum of One Hundred and Fifty Pagodas, Twenty three fanams and Fifty Cash as by Translate of said Award will Appear And Your Orat<sup>r</sup>. shews that the said Arnachilum hath from time to time paid your Orator several small sums in discharge of the Interest accruing due on the said sum of One Hundred and Fifty Pagodas, twenty three fanams & Fifty Cash so directed to be paid unto Your Orator as aforesaid But now so it is may it please this Hoñble Court that the said Arnachilum refuses to pay the said Principal sum to Your Orator. To the End therefore that the said Arnachilum may upon his Corporal Oath true and perfect Answer make to all and every the matters aforesaid and be decreed to pay Your Orator the said sum of One Hundred and Fifty pagodas and that Your Orator may have such further and Other Relief in the Premisses as shall be Agreeable to Equity and good Conscience. This is the End of the Bill.

W<sup>m</sup>. TERMIN.

Att<sup>y</sup>. for y<sup>r</sup>. Compl<sup>t</sup>.

MAYORS COURT OF MADRASSPATNAM.

Fryday the 5<sup>th</sup>. day of June Anno Dom<sup>o</sup>  
1733. Between Arnachelum Son & Heir of  
Shavanandum Late of Fort St. George Mer-  
chant Deceased Complainant and Arnachilum  
Son and Heir of Chinna Tombee also Deceased  
Defendant.

Upon Reading the Plaintiffs Petition and also Translate of an Award under the hands of several Arbitrators Dated the 10<sup>th</sup>. day of Nov<sup>r</sup>. 1731 and also an Account Current whereby it appeared that there Remains due to the Complainant from the Defendant the Sum of One Hundred & Forty Pagodas Eighteen fanams and the Defendant appearing in Court & Acknowledging such Ballance was justly due to the Complainant, This Court doth think fitt to Order & Decree and doth Accord-ingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of One Hundred & Forty Pagodas Eighteen fanams together with his Costs of Suite.

ꝛ CUR.

JUNE 15<sup>TH</sup>. 1733.

TO THE HONOURABLE THE MAYORS COURT  
OF MADRASSPATNAM.

Humbly Complaining sheweth to this Hoñble Court Your Orator the Hoñble George Morton Pitt Esq<sup>r</sup>. for behalf of himself & Others Owners of the Ship Elizabeth That Bisnel Nunduloll Buggawan Merchant residing in Surat did sometime past receive of and from your Orator the Sum of four thousand nine hundred Pagodas and for the Repaym<sup>t</sup>. thereof did draw One Bill of Gopaul dauze Merchant now residing here for the same payable at 24 days after sight And your Orator shews that on the 3<sup>d</sup>. day of May last Your Orator presented the said Bill to the said Gopaul Dauze who accepted thereof & promised payment within the time limited But now so it is may it please this Hoñble Court that the said Gopaul

Dauze hath paid Only the sum of Two Thousand Pagodas in part Satisfaction of the said Bill To the End therefore that the said Gopaul Dauze may Answer the Premisses & be Decreed to pay Your Orator the Sum of two thousand nine hundred Pagodas residue of the money due on the said Bill with Interest from the time the same became payable and that Your Orator may have such further and Other relief in the Premisses as shall be Agreeable to Equity and good Conscience. This is the End of the Bill.

W<sup>m</sup>. TERMIN.  
Att<sup>y</sup>. for y<sup>e</sup>. Complt.

MAYORS COURT OF  
MADRASSPATNAM.

Fryday the 15<sup>th</sup>. day of June Anno Dom<sup>o</sup> 1733.  
Between George Morton Pitt Esq<sup>r</sup>. Complainant &  
Gopaul Dauze Defendant.

Upon Reading the Plaintiffs Petition and also a Bill of Exchange drawn On and Accepted by the Defendant for the Sum of Four Thousand Nine Hundred Pagodas and the Defendant appearing in Court and Acknowledging that he had paid Only Two thousand Pagodas in part thereof. This Court doth think fitt to Order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of Two Thousand nine hundred Pagodas with interest from the 27<sup>th</sup>. day of May last the time the same became payable together with his Costs of Suite.

ꝑ CUR.

FEBRY. 6<sup>TH</sup>. 1732/3.

TO THE HONOURABLE THE MAYORS COURT  
OF MADRASSPATNAM.

Humbly Complaining sheweth unto this Honourable Court the United Company of Merchants of England trading to the End Indies that David Murray late of the Town of Madrasspatnam Gentleman was for several years Employed in the Service of your Orators in the Station of Gunner at Fort St. George and in Consequence of such Post was Entrusted with the keeping and possession of a great quantity of Military and Naval stores Belonging unto your Orators And of which he the said David Murray had the Sole Charge and care as persons in the like Station usually have had and of all which he the said David Murray was to render a faithfull and just Accompt and also to be Chargeable with and Accomptable for all such Losses, Damages and Deficiencies as might happen to all or any of the said Stores either by Neglect or Otherwise while the same were in his Custody Possession & keeping and in all other things to be Subject and Accountable unto your Orators as former Gunners in Your Orators service have been. Your Orators shew that sometime in the Month of October past the said David Murray Departed this Life being then in the Service of your Orators in the Station aforesaid. Your Orator also shew that by his Will made sometime before his Death he left and Appointed Nathaniel Turner and Andrew Munro Gentlemen now residing in Madrasspatnam his Executors w<sup>th</sup>. all Ample and full power as such your Orators further sett forth that their Storekeepers at Madrass sometime after the Decease of the said David Murray did Demand of and from the said Execu<sup>r</sup>. an Account Remains of all the Stores belonging unto your Orators in the Custody of the said M<sup>r</sup>. Murray at the time of his Death & your Orators Shew that upon receiving the same there Appears to be wanting therein One large Europe Mortar Carriage valued upon Your Orators Books at thirty Nine pagodas which Mortar Carriage or the value thereof having been demanded from the said Executors by Your Orators Storekeeper aforesaid they absolutely refuse to give Your Orators any Satisfaction therein To the End therefore that the said Nathaniel Turner and Andrew Munro may true and perfect

Answer make to all and Singular the Premises and that they may be Decreed to pay the Sum of Thirty Nine Pagodas being the true Value of the Carriage aforesaid out of the said Deceased's Estate And that Your Orators may have such Other Relief as shall be Agreeable to Equity. This is the End of the Bill.

H. RUMBOLD.  
*Solicitor.*

United East India Company.

*Ag<sup>st</sup>.*

Turner & Munro Executors of the Last Will  
& Testament of David Murray Dec<sup>d</sup>.

John Dawson Sworn On the part of the Plaintiff Deposeth that he doth beleive the Name David Murray sett & subscribed to the Paper Writing marked A now produced & shewn to him being an Account Remains of the Stores under the Care of the said David Murray is the proper hand Writing of him the said David Murray.

Account Remains Read, wherein no Mention is made of a Mortar Carriage of the Value sued for by the Plaintiffs nor doth it thereby Appear that there was any Deficiency in such Stores.

John Dawson Sworn On the part of the Defendants Deposeth that there were Six Mortar Carriages under the Care of the Defendants Testator And that about 5 years last past One Mortar Carriage standing at St. Thomas's Point being very decayed and Eaten with the White Ants the Defendants Testator did Order the Same to be broke to peices In Order to preserve the Other Carriages then standing On the said Point from being destroyed by those Vermin And this Deponent saith that the said Mortar Carriage was Accordingly pulled to peices And the Iron belonge. thereto Carried to the Gunners Battery and the same are now in the Possession and under the care of the present Gunner as this Deponent Verily beleives. And this Deponent saith that the Wood of the said Carriage was so very Rotten that the same was unfitt even for Firewood. And this Deponent saith he doth not know what the Charges of making such a Carriage might Amount to, but this Deponent saith that the Defendants Testator did cause a Modell to be taken of such Carriage that he might not be at a Loss for the Several Dimensions thereof when Occasions should require another to be made. And this Deponent saith that he doth verily beleive the Reason why the said Carriage was not wrote off to Profit & Loss in the Companys Books as is Customary when things are decayed & unfitt for Service by long use was That such Accounts being taken but Once a year in the Month of April or May at which time the Testator was Generally much Indisposed and thereby rendred incapable of any Application to Business & Consequently of taking the proper Methods for having the said Carriage wrote Off from his Account Remains.

Lawrence Fisher sworn on the part of the Defendants Deposeth that he hath been in the Service of the Company as a quarter Gunner for the space of Twenty Years past And this Deponent saith that there were Six Mortar Carriages under the Care of the Defendants Testator And that about 5 years past One Mortar Carriage then Standing on St. Thomas's Point being much decayed And Eaten with White Ants was by Order of the Defendants Testator broken to peices and the Iron belonging thereto Carryed to his Battery which was Accordingly done And this Deponent beleives the said Irons are now On the said Battery under Care of the present Gunner And this Deponent saith that the said Carriage was very much Decayed and almost unfitt for Service at the time this Deponent was at first Entertained in the Employ of Quarter Gunner by the Pff<sup>s</sup>. as aforesaid.

John Watley sworn On the part of the Defendants Deposeth That there was a Mortar Carriage standing On St. Thomas's Point And that the same was broke to peices about five Years past by Order of the Dff<sup>s</sup>. Testator being very much Eaten with White Ants And Unfitt for Service And the Irons belonging thereto

Carried to the Gunners Battery where the same now Remains under the Care of the Present Gunner as this Deponent verily beleives. And this Deponent saith That the said Carriage had stood On the said Point Upwards of Thirty years According to the best of this Deponents Remembrance.

SURAT 17 DIE FFEbruary

CORAMME.

S. HARRISON.

The joint and several Answers of Nathaniel Turner and Andrew Munro of Fort St. George Gentlemen Execut<sup>r</sup>. of the last Will and Testament of David Murray late of the same place Gentleman deceased Defendants to the Bill of Compl<sup>t</sup>. of the United Company of Merchants of England tradeing to the East Indies Complainants.

These Defendants saving and reserving to themselves now and at all times hereafter all and all manner of Benefit and Advantage of Exception to the Errors and Imperfections Uncertainties and Untruths in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as these Defendants are advised do Materially concern them these Defendants to make Answer unto they Severally Answer & say They do beleive it to be true that the said Testator David Murray was at the time of his Death and for several years then past had been Entertained in the Service of the Complainants as Gunner of Fort St. George and these Defendants do also beleive that large Quantities of Naval and Military Stores might be under the Care and Inspection of the said Testator but these Defendants say they Apprehend and beleive the said Testator was not Chargeable with or Accountable for any Losses Damages or Deficiencies which might happen to allow any the said Stores such Deficiencies in the Stores generally arising from the long and frequent use thereof which these Defendants beleive to be the Cause of the Deficiency of the Mortar Carriage now Demanded from these Defendants by the Complainants for that these Defendants say they have been Informed and beleive that sometime before the Death of the said Testator there was standing On a point near St. Thomas's Gate One large Mortar Mounted On a Carriage and that the Testator being advised that the same was ready to fall to peices and unfit for further Service by the length of time the same had remained on the said point he the said Testator did Order the Mortar to be taken down and the Carriage pulled to peices which Orders these Defendants beleive were accordingly Complied with and that the Irons belonging thereto are now in the possession of the Complainants or some other person or persons in Trust for them but whether such Mortar Carriage was made in Europe or at this place or Whether the Value thereof was Thirty Nine Pagodas as Charged by the Complainants these Defendants do not know or can sett forth but leave the Defendants to make such proof thereof as they shall be Able And these Defend<sup>ts</sup>. further Answering say they do Admitt that the said David Murray Departed this Life at or about the time mentioned in the Service of the Compl<sup>ts</sup>. in the station aforesaid and that sometime before his Death he did make and publish his last Will and Testament in Writing and thereof Appointed these Defendants Executors and these Defendants do also Admitt that they have duely proved the said Will and taken upon them the Burthen of the Execution thereof but these Defendants do Severally deny that the Complainants or their Store keeper did at any time demand of these Defendants an Account remains of all the Stores belonging to the Compl<sup>ts</sup>. in the Custody of the said David Murray at the time of his Death or that such Account was Delivered by these Defend<sup>ts</sup>. as by the Bill is pretended. And these Defendants say they do beleive there may be a Deficiency in the Stores belonging To the Complainants which were under the Care of the said Testator of One Mortar Carriage and that such Deficiency happened in manner aforesaid and therefore these Dff<sup>s</sup>. conceive the same ought to have been Wrote of from the Account of Stores under Charge of the Testator as other Stores decayed had formerly been and these Defendants Admit that the Complainants did Demand of these Defendants by their storekeeper the Sum of Thirty Nine

Pagodas on Account Deficiency of such Mortar Carriage which Sum these Defendants have and still do refuse to pay the Complainants for the reasons before-mentioned and humbly submit it to the judgment of this Hoñble Court whether they Ought in Equity to be Compelled thereto and pray to be hence dismissed with their reasonable Costs in this behalf most wrongfully Sustained.

W<sup>m</sup>. TERMIN  
*Att. for the Dffs.*

TO THE HONOURABLE THE MAYORS  
COURT AT MADRASSPATNAM.

Humbly Complaining Sheweth unto this Hoñble Court your Orators the United Company of Merchants trading to the East Indies that Mr. Murray Late Gunner of Fort St. George Dec<sup>d</sup>. is Indebted unto Your Orators the sum of Thirty Nine pagodas on account of a Mortar Carriage wanting as Appears by the last Accompt Remains of Stores given into the Storekeeper by the said Mr. Murray To the End therefore that Your Orators may be permitted to prove that the Subscription thereto is the said Mr. Murrays own handwriting may it please this Hoñble Court to Appoint a day for proving the same and that Your Orators may have such further and Other Relief herein as may be agreeable to Equity.

And your Orators shall Ever Pray.

The Replication of the United Company of Merchants of England trading to the East Indies Complainants to the Joint and several Answers of Nathaniel Turner & Andrew Munro of Fort St. George Gentlemen Executors of the Last Will & Testament of David Murray late of the same place Gentleman deceased Defendants.

The said Repliants saving to himself all Advantages of exception to the Incertaintys Untruths and Insufficiencys of the Defendants Answer for Replication thereunto saith that all and Singular the Matters and things in the Replyants said Bill contained are true as the same are therein Alledged and that the Answer of the said Defendants to the said Bill is very untrue, imperfect and Insufficient to be replied unto and the Replyant is ready to Avert, Maintain and prove the same as this Hoñble Court shall Award and Humbly prays as in and by their said Bill they have already Prayed.

MATHIAS COUTTS  
*Att. for ye. Compl.*

Tuesday the 19<sup>th</sup>. day of June Anno Dom 1733. Between the United Company of Merchants of England trading to the East Indies Complainants and Nathaniel Turner and Andrew Munro Executors of the Last Will and Testament of David Murray Deceased Defendants.

This cause coming this day to be heard and debated this Court in the presence of the Attorneys on both sides on hearing the Bill & Answer and also an Account Remains of Stores belonging to the Complainants and formerly under the Care of the said David Murray Read. And the Examination of Several Witnesses produced as well on the part of the Complainants as of the Defendants and what was Alledged on Either side and due Consideration thereon And it Appearing that the Mortar Carriage in Question was fallen to decay and become Unfitt for Service from the Length of the time the same had been in use And the Court being of Opinion That the Estate of the Defendants Testator was not Chargeable for the Loss of the said Carriage thô. the same had not been regularly

Sett off from his Account. This Court doth think fitt to Order and Decree and doth accordingly Order and Decree That the Complots Bill do stand Dismissed Out of this Court and that Each Party do pay their Own Costs.

¶ CUR

TO THE HONOURABLE THE MAYORS  
COURT OF MADRASSPATNAM.

Humbly Complaining Sheweth unto this Hoñble Court Your Orator Penta Yeacombrum of Fort St. George Conicoply That on or About the first of April in the year of Our Lord One Thousand seven Hundred and Twenty five. Butsue Vencattee Puttee of the same place Merchant Defendant Applied to Your Orator requesting the Loan of Forty Pagodas And Your Orator shews that Conformable to such request your Orator did Advance and lend unto the said Butsue Vencattee Puttee the prementioned Sum with forty Mercalls of paddy to be valued and the whole Amount to Run at Land Interest at and after the Rate of Twelve ¶ Cent as Appears by the said Butsue Vencattee Puttee's Bond which Your Orator hath ready to lay before this Hoñble Court Your Orator hath often Demanded the Amount of the same from the said Butsue Vencattee Puttee but hitherto without Effect. To the End therefore that the said Butsue Vencattee Puttee may upon his Corporal Oath true Direct answer make to all and Singular the Premisses as fully and Effectually as if the same were here again repeated and Interrogated and that he may be decreed to pay the Amount of the said Bond together with the Land Interest due thereon and that Your Orator May have such further and Other Relief herein as may be Agreeable to Equity and good Conscience. This is the End of the Bill.

JAS. DELISLE *Att. for ye. Complt.*

APRIL THE 1<sup>ST</sup>. 1725.

I Butsue Vencattee Puttee do hereby Acknowledge to have received and borrowed of Penta Yeacombrum the Sum of Forty Pagodas nine fanams which Forty Pagodas nine fanams and forty Mercalls of Paddy I promise to pay him before the 30<sup>th</sup>. of this Month and in Case the same is not paid Accordg. to the time Limited I Oblige myself to pay him the Value of the Paddy and the Principal and Interest at the rate of 12 ¶ Cent ¶ Annum on Demand.

SIGNED & WROTE BY  
BUTSUE VENCATTEE PUTTEE.

WITNESS  
Surah Vencatasia.  
COCA NERSUE.

TRANSLATED  
¶ RALPH MANSELL.

MAYORS COURT OF  
MADRASSPATNAM.

Tuesday, the 26<sup>th</sup>. day of June Anno Domini  
1733 Between Penta Yeacombrum of Fort St.  
George Conicoply Complainant and Butsue  
Vencattee Puttee Merchant Defendant.

Upon Reading the Plaintiffs Petition and also Translate of a Note under the hand of the Defendant dated the 1<sup>st</sup>. day of April 1725, And the Defendant Appearing in Court and Acknowledg. the Execution of the said Note and the Justness of the Plaintiffs Demand This Court doth think fitt to Order and Decree and doth accordingly Order and Decree. That the Defendant do pay unto the Plaintiff the Sum of Sixty Six Pagodas Twelve fanams and Sixty Cash being the Principal and Interest due on the said Note and also the further Sum of P. 2. 18. being the value of 40 Mercalls of Paddy together with his Costs of Suite.

¶ CUR.

## TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

Humbly Complaining Sheweth to this Hoñble Court Your Orator Edward Harrison Esq<sup>r</sup>. Executor of the last Will and Testament of Captain Richard Holden deceased That Somadrue Moodelaire Merchant now being and Residing in Madrass did in or about the Year of Our Lord 1726 receive and take of and from Your Orators Testator One Chest of Coral of the Value of three thousand Pagodas and upwards which the said Somadrue Moodelaire sold and disposed of and hath converted the money arising by such Sale to his own use And Your Orator shews That the said Captain Richard Holden in his Life time and Your Orator since his Decease have frequently applyed to the said Somadrue Moodelaire to Account with and pay Your Orator for the said Coral But now so it is may it please this Hoñble Court that the said Somadrue Moodelaire contrary to Equity refuses to give Your Orator any Satisfaction in the Premisses To the End therefore that the said Somadrue Moodelaire may upon his Corporal Oath true and perfect Answer make to all and every the matters Aforesaid and be Decreed to pay Your Orator the said Sum of three thousand Pagodas and Interest thereon from the time the said Somadrue Moodelaire received the Coral from Your Orators Testator as aforesaid and that Your Orator may have such further and other relief in the Premisses as shall be agreeable to Equity and good Conscience. This is the End of the Bill.

W<sup>m</sup>. TERMIN*Att. for ye. Compl.*

SURAT CORAM ME

MARCH 24TH 1732/3.

SAMUEL PARKES.

*Mayor.*

The Answer of Somadrue Moodelaire of Fort St. George Merchant Defendant to the Bill of Complaint of Edward Harrison Esq<sup>r</sup>. Executor of the last Will and Testament of Richard Holden Complainant.

This Defendant saving and reserving to himself now and at all times hereafter all and all manner of Benefit and Advantage of Exception to the Errors Incertaintys, Untruths and Imperfections in the Complainants Bill of Complainant contained for Answer thereunto or to so much thereof as this Defendant is advised doth materially concern him this Defendant to make Answer unto. He Answereth and saith He doth deny that in or about the year 1720 or at any other time he this Defendant or any other Person or Persons for his use or by or with his knowledge Privity or Consent did take or Receive of or from the Complainants Testator or any Other Person On the said Testators Account One Chest of Coral of the Value of three thousand Pagodas or to any Other Value whatsoever or that the Defendant did Convert such or any Other Coral belonging to the Complainants Testator to his this Defendants Use as by the Bill is Alledged And this Defendant doth Admitt that a Demand was made by the said Captain Richard Holden for the said Chest of Coral from the Defendant and a Complaint was exhibited against him this Dff. by the said Captain Richard Holden before the President & Council of this place and that Sundry Proceedings and Examinations were had thereon as will Appear by their Books of Consultations Copys whereof this Defendant hath Annexed to this his Answer and prays that the same may be taken as part thereof And this Dff. doth deny that he is any ways Indebted to the Complainant or his said Testator on Account Coral or any other matter or thing whatsoever and prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully Sustained.

MATHIAS COUTTS.

*Att. for the Compl.*

COPY OF PART OF A CONSULTATION HELD IN FORT ST. GEORGE JAN<sup>RY</sup>. 8<sup>TH</sup>.  
1723/4.

Captain Richard Holden delivers in a paper relating to a Chest of Coral last when he was here the last Voyage as also a Letter from Mr. Tobbin to him relating thereto which are Read and enterd after this Consultation.



There being several passages in the late President Mr. Hastings' Books referred to in the said papers which are not ready and Mr. Tobbin being out of Order the Board thought fit to defer the Examination till Fryday Morning.

A true Copy.

GEORGE TORRIANO.  
Secretary.

COPY OF A LETTER FROM CAP<sup>T</sup>. RICH<sup>D</sup>. HOLDEN TO THE HON<sup>BLE</sup> PRES<sup>T</sup>. & COMPANY.

TO THE HON<sup>BLE</sup> NATH<sup>L</sup>. ELWICK ESQ<sup>R</sup>.  
PRES<sup>T</sup>. & GOV<sup>R</sup>. OF FORT ST. GEORGE & C<sup>A</sup>. COUNCIL.

HON<sup>BLE</sup> SIR & C<sup>A</sup>.

In the Year 1720 I brought with me a Chest of Coral consign'd to Simon Francisco Bernal and Francis Hastings Esq<sup>r</sup>. which was deliverd here ashore, my Purser which sign'd to the Bill of Lading having neglected to take them up Occasioned a Demand from the Consignees Abraham and Jacob Franco for the said Chest w<sup>ch</sup>. amounted to Sterling 1200. 9. 6 and for w<sup>ch</sup>. I paid them as <sup>per</sup> their Receipts, it appears since my Arrival here that this same Chest was Clandestinely convey'd away after the decease of Mr. Bernall & noways bro<sup>t</sup>. to the Credit of his Acco<sup>ts</sup>. and having had intelligence that Sumadrue the then Conicoply to Mr. Hastings did privately sell in the Black Town in Mar Kistna's godown some Coral Amounting to Pag<sup>s</sup>. 2666. 35 gives me just grounds for Suspicion that he Was the Author of this work & the person that Committed the theft therefore request this Ho<sup>n</sup>ble Board will make use of their Authority in sending for the Merchants that bo<sup>t</sup>. the Coral & examine them about it as also afford me your Assistance in bring to light this Affair which has tended so much to the Detri- ment of my Estate as well as my Reputation.

A true Copy.

GEORGE TORRIANO.  
Secretary.

COPY OF A LETTER FROM MR. TOBBIN TO CAP<sup>T</sup>.  
RICHARD HOLDEN.

TO CAP<sup>T</sup><sup>M</sup>. RICHARD HOLDEN.

SIR,

Conformable to an Order of the Rev<sup>d</sup>. Mr. Thomas Wendeys on your request to him concerning a Chest of Coral mentioned in Mar Kisna's Account with Sumadrue of w<sup>ch</sup>. Mr. Charles Fleetwood acquainted you I therefore refer you to the following relation of what I heard from Mar Kisna or Can learn from Mr. Hasting's Books concerning it.

About the 28<sup>th</sup>. of Nov<sup>r</sup>. last I was desird by the Rev<sup>d</sup>. Mr. Thomas Wendey Mr. George Tullie and Mr. Charles Fleetwood Attornies for Mar Kisna to give the particulars of his Debts to Mr. Hasting's Estate and also to translate and state his Account with Sumadrue, in doing which I found that Mar Kisna debted Sumadrue Pag<sup>s</sup>. 223 for his half profit on a Chest of Coral sold by them in the black Town in March 1721. I was surprizd to find so much gaind on One Chest of Coral from One hand to the Other knowing well that Coral Sold that year for less than Principal & happen'd then to say that I believ'd that was the Chest Cap<sup>t</sup>. Holden wanted. Mr. Charles Fleetwood being present and Observing what I said askd Mar Kistna how he & Sumadrue came by that Chest or of whom did they buy it to which he replyd as follows or words to the same purpose.

“That in March 1721 he was for going to Fort St. David and wanted money upon which he Applyd himself to Sumadrue to lend him some, Sumadrue having no ready money told him that he had a Chest of Coral he bought of Mr. Draper for Pagodas 2210 which he wd. send to Kistnas house in Order to be disposed of & that he would give him half the profit upon it & likewise lend him as much as was necessary of the Produce accordingly the Saturday following Sumadrue took the Chest out of Godown opposite to the Company's Cloth Godown and sent it by One Coopia to Mar Kistna's house & Order'd two Peons to watch it still Sunday in the afternoon when Sumadrue with the said Coopia and Merchants came & broke Open the Chest where they weighed & Agreed & Sold the Coral all w<sup>ch</sup>. amounted to Pag<sup>s</sup>. 2666. 33. & Sumadrue gave him a Note on Nairo Chinna Tombee to receive Pag<sup>s</sup>. 1957. 34. of the same and that in October following after he was imprisond by the Presid<sup>t</sup>. and Council, the said Sumadrue came to him & allegd he was considerably in his Debt and desir'd he would give him a Note under his hand for Pag<sup>s</sup>. 4425. of which he mentioned the Coral 2000 Pag<sup>s</sup>. and the rest he would Give him an Account of when Mar Kisna should be at Liberty or should come to Adjust their Acco<sup>ts</sup>. which he accordingly consented to but now finds that Sumadrue rec<sup>d</sup>. the beforement<sup>d</sup>. Sum out of Mr. Hastings's Cash which Occasions his great Debt to that Gentlemans Estate.

INDEED I was always Suspicious of that Entry in Mr. Hastings's Cash book & thought it very unreasonable of the then Accomptant to pay Mar Kisna the Sum of 4425 Pag<sup>s</sup>. for Coral & c<sup>t</sup>. for which he was never Credited when at same time he was [sic] the Sum of 2000 Pag<sup>s</sup>. in Mr. Hastings's debt & also imprisoned and when likewise Mr. Hastings was daily Importun'd by the Gov<sup>r</sup>. & Council for Cash to defray their Charges Garrison, But as I knew Mr. Hastings was then incapable of Inspecting into his Accounts and that he gave the Accompt<sup>t</sup>. a general release under his hand and Seal I thought it insignificant for me ever to mention it.

After Mar Kisna gave the above Acco<sup>t</sup>. of the Chest of Coral Mr. Fleetwood desir'd me to inspect into Mr. Hastings's Books & see if Sumadrue was debted for the same in whose Acc<sup>t</sup>. with the deceas'd there is no mention of that or any Other Coral. Wherefore to prevent & your Suspicion for my employers that I should conceal or favour any person on this Affair my Opinion is that there past a Chest of Coral between these two favourites of the late President Dec<sup>d</sup>. or the then Accompt<sup>t</sup>. more than is bro<sup>t</sup>. to Acc<sup>t</sup>. on his Books in the manner before-mentioned for which his Estate is no ways accountable and Whereas my Employer requires me to relate the truth of what I know or can find out by the Dec<sup>es</sup>. books for your better Satisfaction I hereunder refer you to the very Entrys of what Coral rec<sup>d</sup>. in the year 1720 from on board the Mary, Duke of Cambridge and Derby Viz<sup>t</sup>.

FIRST I refer you to a paper drawn up by Mr. Sam<sup>l</sup>. Fowler who weighd all the Coral wherein he mentions the Marks Numbers and Weights & the persons by whom Consignd to see if any of them Agrees with the Contents of the Cajans which I hear are in Mr. Fleetwoods hands.

SECONDLY It appears by the Dec<sup>ds</sup>. books that there was no Coral sold about that time that the aforesaid Chest was disposed of nor any permitted to be Carry'd to any Godown out of the Inner Fort till such time as the Companys Customs were AGREED on but this I can myself Affirm that Mr. Hastings sent me to the house where Mr. Bernal dy'd the day after he was bury'd, to talk with a Spanish Serv<sup>t</sup>. of his & to the best of my remembrance the said Servant shew'd me One or two Chests which he said were of Coral but what became of them afterward I cant tell.

THIRDLY AND LASTLY There is an Entry made the 4<sup>th</sup>. October 1721 in the Deceased's Cash book for Pag<sup>s</sup>. 36584 the produce of Coral sold then & of same day an Entry made in the Journal when each of the Coral Merchants have respect-ively Credit and agreeing with the Above Sum rec<sup>d</sup>. likewise the 13<sup>th</sup>. December

following there is an Entry made of Pag<sup>s</sup>. 5377 the produce of Coral sold and Carryd to the Creditts of the persons that Consign'd it all which Agree with the Number of Chests &c<sup>t</sup>. mentioned in the paper drawn up by Mr. Fowler.

A true Copy.

GEORGE TORRIANO.  
Secretary.

COPY OF PART OF A CONSULTATION HELD IN  
FORT ST. GEORGE JANUARY 10<sup>TH</sup>. 1723/4.

The Affair of the Coral being taken into Consideration and Capt<sup>n</sup>. Holden attending the Board the Representation & Letter were again Read after which Mr. Hastings's Cash Book was produc'd wherein were the following entrys Viz<sup>t</sup>.

ON THE DEBTOR SIDE.

1721.

OCTOBER

To Coral sold ... Amounting to 36584. 29. 40.

ON THE CREDITOR SIDE.

OCTOBER

By Mar Kistna for Coral & Sundry Goods as  $\text{p}$  his Note 4425 . . . .

Mr. Hastings's Journal being produced there was found an Entry for Pag<sup>s</sup>. 36584. 29. 40 wherein Coral is debted to the Sevrall Owners that Sum of their Proportions of the said Coral sold which in One Article is Credited as above in Cash.

These papers were produced by Capt<sup>n</sup>. Holden together with an Acc<sup>t</sup>. of two parcell of Coral said to be Sold in the black town by Sumadru amounting to Pag<sup>s</sup>. 2666. 33 from which it was urgd that as it plainly appeard there was none of the Coral sold by Mr. Hastings that Amounted to that Sum, it was reasonable to beleive Sumadrue had Conveyd away the Chest in dispute & sold it for the Sum of 2666. 33. And thereupon Capt<sup>n</sup>. Holden desid<sup>r</sup>d Sumadrue might give an Account thereof.

Sumadrue being then called deliverd in an Acco<sup>t</sup>. of Coral bo<sup>t</sup>. in C<sup>o</sup>. with Mar Kisna for the Sum of Pag<sup>s</sup>. 3394. 10. 65 And sold for 3911. 31. 50 of which the said Mar Kisna was to have half the Profits as is more particular expressed in the Acco<sup>t</sup>. enter'd after this Consultation on the Credit whereof is an Entry of one parcell sold Gredaramjee for the Sum of 2413. 35 And Another to Muta Irsapa for 252. 34 which are the Exact Sums that is charged with having Sold to these people & amounts to 2666. 33 after which was produc'd an Account Sales of Coral deliverd by Mr. Draper before his departure to the President & Mr. Benyon amounting to Pag<sup>s</sup>. 36584. 29. 40 wherein are particularly express'd the two articles chargd in the Debtor side of the said Acco<sup>t</sup>. Coral in C<sup>o</sup>. the former Sum being 1300. 32. 65 is included in an Article of 2682. 3. 40 passd in Mr. Hastings's Journal to the Credit of Mr. Jacob Fernandes Nunes, the Other is produce of a Chest of Coral belonging to Mr. Jacob Mendez De Costa and Amounts to Pag<sup>s</sup>. 2093. 14. —.

AND FURTHER to prove that the said Coral was so Bo<sup>t</sup>. by Mar Kisna of Mr. Hastings & that the Entry in Mr. Hastings Cash Book was Justly Charged to Mar Kistna's Account, Sumadrue Delivers in Copy of Another Account Curr<sup>t</sup>. wherein he Debts the said Mar Kistna for the Cost of Several things which he has Accounted for with Mr. Draper who kept the Late Presidents Books and Wherein the Above two Articles of Pagodas 1300. 32. 65 & Pag<sup>s</sup>. 2093. 14. — Are Included and gives him Credit for 4425. —. —which Mr. Draper had passd

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to the Credit of him the said Sumadrue as ballance of the said Account with Mar Kisna & for which as before specified in the Cash Book Mar Kisna had given his Note. This Account is Likewise Entered after the Consultation. After this the Board askd Cap<sup>t</sup>. Holden Mr. Tobbin & Mr. Fleetwood which Three Gentlemen Attended and heard the whole Whether they had anything more to say or any Objection to make to which they all Replied they had not only Cap<sup>t</sup>. Holden said he hoped since he had not been Able to prove what became of the Chest the Board would send for the Register kept by the Sea Gate Conicopleys which was done and upon Examining them we found fairly Entered the following Marks and Numbers FA ꝛ N<sup>o</sup>. 1 1 ꝛ S N<sup>o</sup>. 71 ꝛ MDC No. 4. Brought Ashore the 15<sup>th</sup>. July 1720 in Boat N<sup>o</sup>. 5 whereupon the Cap<sup>t</sup>. desired he might have a Certificate that we had found Such an Account that he might Satisfie the World he had not Conveyed Away the Chest and his Reputation be Cleared thereby.

A true Copy.

GEORGE TORRIANO.  
*Sec<sup>ry</sup>.*

CORAL IN COMPANY.		Dr.	
To 2 Chests of Coral bo <sup>t</sup> . of Francis Hastings Esq <sup>r</sup> .			
N Viz <sup>t</sup> . No. 2. 1 Chest q <sup>t</sup> . 41 Puncheons Pz. 2497.			
$\frac{1}{2}$ @ 4 11/16 $\text{₹}$ Seer .. .. .	1300	32	65
$\text{₹}$ M <sup>C</sup> No. 1 Chest q <sup>t</sup> . Viz <sup>t</sup> .			
Cruzadoes 3 Punchoans 783 $\frac{1}{2}$ @ 7 $\text{₹}$ s. 609 14			
Ditto 9 D <sup>o</sup> . 1272 @ 10 $\frac{1}{2}$ 1484 —			
12 Puncheons ounces 2055 $\frac{1}{2}$ Pagodas ..	2093	14	—
Pag <sup>a</sup> . ..	3394	10	65
To Mar Kisna's $\frac{1}{2}$ of Profit on y <sup>e</sup> . sale of Coral ..	258	28	32
Pagodas ..	3653	3	28
			[sic]
<b>MEMORANDUM.</b>			
For what Mar Kisna received of Greedar Ramjee Ready money .. .. .	1915	18	—
For what Sumadrue Received of by Mar Kisna's order for the Discompt of his debt .. ..	1737	21	18
Pagodas ..	3653	3	18

PER CONTRA		Cr.	
By Greedar Ramjee sold sev <sup>l</sup> . Persons viz.			
Greedar Ramjee ..	} $\text{₹}$ MDC No. 1 1 Chest Viz <sup>t</sup> .		
Paum Mardapa ..		Puns	
Tomboo ..		3 Cruzads.	Viz <sup>t</sup> .
Sheva Shankara ..			
784 oz. @ 8 5/8 $\text{₹}$ .S <sup>t</sup> .		751.	12. 40
D <sup>o</sup> . 1273 $\frac{1}{2}$ @ 11 $\frac{1}{2}$		1662.	22. 40
	12 Punch <sup>a</sup> . qt.	2057 $\frac{1}{2}$ Pagodas	2413 35 —
By Greedar Ramjee sold sev <sup>l</sup> . Persons viz <sup>t</sup> .			
N N <sup>o</sup> . 2. 1. Chest Mefuanys Viz <sup>t</sup> .			
By Shecaula 1 pun <sup>a</sup> . pz. pz. 70 $\frac{1}{2}$ @ 6 $\text{₹}$ s. 47 — —			
Merch <sup>ts</sup> .			
1 Do. 72 $\frac{1}{2}$ @ 6 $\frac{3}{4}$ 54 6 30			
2 Do. 85 $\frac{1}{2}$ @ 5 $\frac{1}{2}$ 52 9 —			
20 Do. 1319 $\frac{1}{2}$ @ 4 1/8 714 26 20			
By Pegue 12 Do. 578 $\frac{1}{2}$ @ 5 7/8 376 29 —			
Mattapa.			
By Mutta 5 Do. 371 $\frac{1}{2}$ @ 6 1/8 252 24 —			
Irsha.			
41 Pun <sup>a</sup> . Oz. 2497 $\frac{3}{4}$		Pagadas	1497 32 50
			[sic]
		Pag <sup>a</sup> .	3911 31 50
Deduct Greedar's $\frac{1}{2}$ $\text{₹}$ & Sumadrue 1/4 pt.		..	258 28 32
		Pagodas.	3653 3 18

A True Copy

GEORGE TORRIANO.  
Secrv.

	MAR KISNA.	D <sup>n</sup> .	
To Rico 45 Garse	380		
Mercalls @ 41 Pag <sup>a</sup> .	73		
Garse .. ..	1883 34 16		
Deduct w <sup>t</sup> . sold for ready Merils.			
mo <sup>y</sup> . 35. 113 $\frac{1}{4}$ ..	1446 22 76		
	<hr/>	437 11 20	
To Nina Taker bill of Exchange rec <sup>d</sup> . of him in p <sup>t</sup> .	.. .. .	230 — —	
To Plate Copper 1208 $\frac{1}{2}$ @ 66 Candy..		153 13 75	
To Corral Beads 2 Chests viz <sup>t</sup> .			
N <sup>o</sup> 2 1 Chest q <sup>t</sup> . measuany 41 Pun <sup>a</sup> .			
Viz <sup>t</sup> . 2497 $\frac{1}{2}$ at 4 11/16 Scer ..	1300 32 65		
F MDC N I. 1 Chest Q <sup>t</sup> . Viz <sup>t</sup> .			
Cruzadoes 3 Pun <sup>a</sup> 783 $\frac{1}{2}$ at 7 .. Sn.	609 14 —		
D <sup>o</sup> . 9 D <sup>o</sup> . 1272 at 10 $\frac{1}{2}$ 1484	2093 14 —		
Ounces 12 Pun <sup>a</sup> .			
	<hr/>	<hr/>	
	2055 $\frac{1}{2}$ 4553 $\frac{1}{2}$	3394 10 65	
		[sic]	
To Sadaserom's Bill of Exchange p <sup>d</sup> . Juggoo ..		210 — —	
		<hr/>	
Pagodas ..	4425 — —		
		[sic]	
		<hr/>	

A true Copy.  
 GEORGE TORRIANO.  
 Sec<sup>y</sup>.

	CONTRA	P.	C <sup>h</sup> .	F.	C.
By your Ballance which Mr. Joshua Draper gives me					
Credit .. .. .		4425	—	—	
		<hr/>			
		4425	—	—	
		<hr/>			

## COPY OF PART OF A CONSULTATION

HELD IN FORT ST. GEORGE 20<sup>TH</sup>. 1726.

The Hon<sup>ble</sup> Court of Directors having in their Last received Letter ordered that we make the strickest Enquiry about a Chest of Coral which Cap<sup>t</sup>. Richard Holden brought out Upon the Mary in the year 1721 to this port and he Obliged to pay for it.

ORDERED that Mess<sup>rs</sup>. Turner Emmerson and Hubbard do make the Strictest Enquiry possible Into that Affair and Use their Utmost Endeavours to come at the Knowledge what became of the said Chest of Coral And to Encourage the people to Make discoveries & give Information That a Note be Affixed on the Sea Gate and other Gates of the Town promising a Reward of Three Hundred Pagodas to such Person or Persons as shall bring in sufficient Information for the discovery of the Concealers of the said Coral.

A true Copy.

GEORGE TORRIANO.

*Sec<sup>ry</sup>.*

To M<sup>r</sup>. PARKES MAY  
OF MADRASS.

I Nersia Declare that if Sumadrue took the Coral and Sold it or any thing Else I never knew Nor do I know any thing of it Governour Elwick's time Mark Kisna Paum Vencatty putty And M<sup>r</sup>. Fleetwood and others Used to talk so And as the Rest of the Town heard it so did I but that he took the Coral I did not see nor know it not. Witness my hand.

NERSIAH.

Witness

CHINGUNDA ANAH.

SOMAJEE ANAVIAH.

## COPY OF PART OF A CONSULTATION

HELD IN FORT ST. GEORGE 20<sup>TH</sup>. JANRY 1726/7.

MESS<sup>rs</sup>. Turner Emmerson and Hubbard deliver in a Report According to Order of Consultation of the 20<sup>th</sup>. of June in Relation to a Chest Coral Carried away clandestinely from the Sea Gate and Secreted Ever Since as by said Consultation which is Read and Ordered to be Entered here under and Advised to the Court of Directors in Our General Letter by these Ships.

A true Copy.

GEORGE TORRIANO, *Sec<sup>ry</sup>.*

COPY OF THE COMMITTEES REPORT  
CONCERNING THE CHEST OF CORAL.

To THE HON<sup>ble</sup> JAMES MACRAE ESQ<sup>r</sup>.  
PRES<sup>t</sup>. & GOVERNOUR OF FORT ST. GEORGE  
&C<sup>a</sup>. COUNCIL.

HON<sup>ble</sup> SIR &C<sup>a</sup>.

In Pursuance to your Order of Council of the [ ] day of [lacuna] We have made All the Enquiry we can [over] the Chest of Coral Marked FA IN<sup>o</sup>. 1. land- [ed] out of ship Mary Anno 1720. And though Your Honour &c<sup>a</sup>. were pleased the 30<sup>th</sup> of June last by a Paper fixed at the Severall Gates of the Town to Offer

[a] reward of Three Hundred Pagodas to be paid Imedia[tely] to such Person or Persons As should bring sufficient information or proof by Whom or by what person the said Chest of Coral was Conveyed Away and [.....] yet we have not had Any Information or been [...] to discover what became of the Aforesaid Chest of Coral.

We have [thorough]ly Examined Mr. Hastings's Coneycopley Sumadrue and this Chest of Coral And he Denys that he Ever saw it or knows any Thing of it Upon which According to the Honourable Court of Directors Order. We had him take his Oath in the Pagoda before his Priest & Paupa Braminey Sworn Interpreter the said Oath We now lay before your Honour &c<sup>a</sup>. in English and Malabars Signed by Sumadrue and Witnessed by Paupah Braminey & Singonah Priest to the Pagoda.

The Conicopies which belonged to the Sea Gate at the time this Chest of Coral was Landed are all Dead & We cannot find any of Mr. Bernal's servants to Examine.

We Searched all Mr. Bernal's Books and papers in the Town Ha[ll] for the Bill of Lading but could not find it nor any mention of this Chest of Coral in Mr. Bernal's Books.

A true Copy.

GEORGE TORRIANO.  
*Sec<sup>ry</sup>.*

COPY OF THE TRANSLATE OF SUMADRUES OATH.

I Sumadrue Conicopley to Francis Hastings Esq<sup>r</sup>. when [he] was Gov<sup>r</sup>. of Fort St. George do Declare upon Oath before my God that I never saw the Chest of Coral Marked FA F N<sup>o</sup>. 1 which came from England in ship Mary Anno 1720. And further I do Declare that to this [day] I never heard of any Bodys having Received [the said] Chest of Coral in Part or in Whole And that I[know] Nothing of the said Chest of Coral Directly or Indirectly In Witness whereof I Hereunto swear before my God and sign my Name in Triplicane Pagoda this 29 December 1726.

A true Copy.

GEORGE TORRIANO.  
*Sec<sup>ry</sup>.*

DEPOSITION OF PAUM VENCATTY PUTTY TAKEN AND SWORN BEFORE SAMUEL PARKS ESQ<sup>B</sup>. MAYOR THIS 9<sup>TH</sup>. OF MARCH 1732/3.

This Deponent saith that soon after the Governour Hastings death there was a Demand made on Mark Kisna his Dubash for a Ballance of 4500 Pag<sup>s</sup>. or thereabouts due to the said Estate that Mark Kisna Desired this Depon<sup>t</sup>. to go with him to Mr. James Tobbin Mr. Hastings Bookkeeper to Examine into the Account And being Come there Mr. Tobbin produced an Acco<sup>t</sup>. between Sumadrue and Mark Kisna the ballance of which was Carried to Mr. Hasting's Account with said Mark Kisna in which Account of said Sumadrue's This Deponent saith that there was two Considerable Articles One of 2000 Pagodas which this Deponent thinks was for a Bill of Exchange & One of Coral for 2500 Pagodas or thereabouts to which Last Article Mark Kisna Excepted And This Dep<sup>t</sup>. desired Mr. Tobbins to Look in his Account of Coral If he could find Any thing Relating to that Article But in the said Account there was the Exact Number of Chest sold that had been received and no-Mention of this Parcel of Coral to Mark Kisna Whereupon Mr. Tobbins Imediately Charged Sumadrue with a Chest that had been Lost on the coming ashore upon which there was then a Petition Laying before the Council for which Cause Mr. Charles Fleetwood was Attorney which Mark Kisna



hearing told Mr. Tobbins that Sumadrue did One Night bring to his House a Chest of Coral and that the Coral was sold But the Chest and Mark was still at his House Sumadrue Afterwards Accommodated these Disputes with Kisna by passing an Agreement to the determination of this Deponent & Chinavassa Chitty On which this Deponent and said Chinavassa Chitty did give an Award but the said Agreement was to Allow Kisna what share We pleased of all that he had got in Governour Hastings Service Either by brokerage or Cheating or Any way else And Sumadrue also satisfied Mr. Fleetwood And Engaged him not to speak Any more nor produce any Witness About the said Lost Chest of Coral & this Deponent further saith that Sometime after setting with Sumadrue on Mr. Benyons Pyall Sumadrue told this Deponent that if no more Was said of this Coral Affair it was well but if there was Every body should be Mentioned that had Received a share of it & more This Deponent Knoweth not.

JUR COR ME 9 °. MARCH 1732/3.

PAUM VENCATTY PUTTY.

SAMUEL PARKES.  
*Mayor.*

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DEPOSITION OF ERSHAPAH CONICOPLY TO GOV<sup>r</sup>. HASTINGS TAKEN AND SWORN BEFORE SAMUEL PARKES ESQ<sup>r</sup>. MAYOR OF MADRASSPATNAM THIS 9<sup>TH</sup>. MARCH 1732/3.

This Deponent saith that Relating to the Coral said to be Lost in Gov<sup>r</sup>. Hasting's time & which Paum Vencatty Putty Saith he this Deponent is something Acquaintd With (He knoweth Nothing save<sup>g</sup>. About that time there was Various Reports and Reflections Cast on several people w<sup>ch</sup>. this Deponent heard in Common with Other People in the Streets and Bazzars That its true he doth remember Sumadrue & Mark Kisna soon After Mr. Hastings Death had a Dispute About their Accounts but to what Amount or on What particular Articles this Deponent knoweth not & further this Deponent saith that he knoweth the Difference was referred to Paun Vencatty Puttee & Chinnavassa Chittee to Decide but knoweth the same never was decided And further this Deponent saith that himself Draw out the Penalty Bond for their Abiding by the s<sup>d</sup>. Arbitration and more saith not.

JUR COR ME 10 MART 1732/3.

ERSHAPAH.

SAMUEL PARKES.  
*Mayor.*

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DEPOSITION OF VENCATTY PUTTY CONEYCOPLEY TO THE DECEASED MARK KISTNA TAKEN AND SWORN BEFORE SAMUEL PARKES ESQ<sup>r</sup>. MAYOR THIS 10<sup>TH</sup>. MARCH 1732/3.

This Deponent saith That when Gov<sup>r</sup>. Hastings came Up here Mark Kistna Left him to look after Some Affairs at Fort St. David where the Deponent stayed near fourteen Months That some Small time after this deponents' Coming here Mr. Hastings was removed from the Government And this Deponent and Mark Kistna have<sup>g</sup>. some Disputes was under Confinement for sometime at Fort St. David and the same when he was brought up here so that this Deponent saith he could not know anything About the Chest of Lost Coral Enquired After Nor did never so much as hear of it till one day when Mark Kistna was under Confinement wanting somebody to Examine his own Accounts he had sent for this Depon<sup>t</sup>. And the Noise About the Aforesaid Coral being then Loud in the Town This Deponent Asked Mark Kisna what Was the Cause of this report who told this Deponent that A Ship Cap<sup>t</sup>. had put a P<sup>r</sup>ition in Council Against Sumadrue for the

said Lost Chest of Coral Supposing he must have been Somehow Concerned in the Carrying Away And that that day the Council had Acquitted him and more This Deponent knoweth not.

JUR COR ME 10 MART 1732/3.

VENCATTY PUTTEE.

SAMUEL PARKES.

*Mayr.*

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DEPOSITION OF DEVAROY TAKEN BEFORE SAMUEL PARKES ESQ<sup>r</sup>. MAYOR  
THIS 10<sup>TH</sup>. MARCH 1732/3.

This Deponent saith that he knoweth Nothing of the Coral said to be Lost in Govern<sup>r</sup>. Hastings time more than that there was Various Report and Reflections on Several People about it & that he Among the Rest heard of it as News of the Town in Several Places Streets and Bazzars and the Like and More saith not.

JUR COR ME 10 MART 1732/3.

DEVAROY.

SAMUEL PARKES.

*Mayor.*

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FROM CHENAVAH TO ERISHAPILLA.

I am this 21 March well in health I have read the Letter you sent by Chedumbrum Pandarum and Observed the Contents. The 14 of this Month Paum Vencatty Putty came to Conjaveram and Stayed there two days and said he was sent for by the Mayor and Master and that they had Given him a Cowl and spake many Other proud Words at Last he said Sumadrue was imprisoned Account of Ye. Coral and that they had sent for him to Enquire About it That he knew the Affair and Also that I knew it And Upon that Account he had brought me a Letter from Master I would not take the Cadjan because I said I knew Nothing of it and had no Occasion to read it and Shewd Him no Countenance in the Affair & sent him Away. I know Neither Good nor bad of this business What have I to speak of it This fellow Vencatty Putty goes up and down the Country is hated by Every Body and ready to be false Witness and wants me to do the same And has a Mind to be the Ruin of my Family And Desired me to give him a Letter to that Purpose but I Refused and bid Him begone. Now he may bring a Letter in my Name and so I write this to give a Caution of it that you may Declare I never gave him Such a Letter, I know him to be such a Rogue, I know Nothing of this Matter, Not Impossible but he may Endeavour to Prevail on my brother who is a Young Man at Madrass Named Narrain & you must take Care to hinder it for Such Things may be the Ruine of our House.

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COPY OF PART OF CONSULTATION

HELD IN FORT S<sup>t</sup>. GEORGE JUNE 20<sup>TH</sup>. 1726.

The Secretary Reports that According to Order in Last Consultation an Advertizement had bss Affixed upon the sea Gate & other Gates of this City Relating to the Chest of Coral that was Conveyed away from the sea side or sea Gate in 1731.

A true Copy.

GEORGE TORRIANO.

*Secry.*

MAYORS COURT OF  
MADRASSPATNAM.

Tuesday the 20<sup>th</sup>. Day of June Añn D<sup>m</sup>.  
1733 Between Edward Harrison Esq<sup>r</sup>. Exe-  
cutor of the Last Will & Testament of Richard  
Holden Deceased and Sumadrue Moodelare  
Merch<sup>t</sup>. Defend<sup>t</sup>.

THIS Cause coming on this Day to be heard and Debated before this Court in the Presence of the Attorneys on both sides on hearing the Bill and Answer and also the Depositions of Paum Vencatty Putty, Ershapah Vencatty Putty and Devaroy & also Extracts of severall Consultations relating to the Chest of Coral was Claimed by the Complainant from y<sup>e</sup>. Defendant Read and what was Alledged on Either side & Due Consideration thereon This Court Doth think fit to order and Decree and Doth Accordingly order and Decree that the Complts Bill do stand Dismissed out of This Court & that the Complts. do pay the Costs of this suite.

¶ CUR.

TO THE HONBLE THE MAYORS COURT  
OF MADRASSPATNAM.

The Humble Petition of John Irving and Ann his Wife, John Stratton and Mary his wife George Bright and Phillis Bright which said Ann Irving, Mary Stratton, George Bright and Phillis Bright are the son and Daughters of Sarah Cowse Deceased Relief and Administratrix of Simon Cowse her late Husband also Deceased

SHEWETH

THAT the said Simon Cowse Dying Intestate Admraon of all and Singular the Goods and Chattells Rights & Credits of the said Intestate was granted to the said Sarah Cowse his Widow by the Late Worshipfull the Mayors Court who some-time after did pay into the Cash of the said Court the sum of Six Hundred and Nine Pagodas Twenty. Nine fanams and Ten Cash being two thirds of the Net Produce of the s<sup>d</sup>. Intestate Estate The said Court being of Opinion that the said Sarah Cowse was intituled to no more than One Third of the said Estate Thô your petitioners Apprehend and Insist that the said Sarah Cowse was Intituled to one Half thereof by the Statute of Distributions the said Simon Cowse dying Without issue there to Remain untill a Demand should be made thereof by the Next of Kin of the said Simon Cowse.

THAT in or About the Month of April 1728 the said Sum of Six Hundred and Nine Pagodas twenty Nine fanams and ten Cash was paid out of the Cash of this Honourable Court to Mess<sup>rs</sup>. Nicholas Morse and Charles Peers Merchants.

That Eleven Years being elapsed since the Decease of the said Simon Cowse & thô the Strictest Enquiry hath been made after the Relations of the said Simon Cowse Yet none Appearing to claim the said Sum your Pet<sup>rs</sup>. conceive themselves Intituled thereto as Heirs of the said Sarah Cowse who was the Widow and only next of Kin of the said Simon Cowse the Intestate. Your Petition<sup>r</sup>. therefore Humbly pray this Hoñoble Court That the said Mess<sup>rs</sup>. Nicholas Morse and Charles Peers may pay your petitioners the said Sum of six Hundred and Nine Pagodas twenty Nine fanams and ten Cash your petition<sup>r</sup>. being ready and Willing to give security to Refund these several proportions of the said Sum In case any demand shall be hereafter made by any the Relations of the said Simon Cowse And your Petitioners shall pay &c<sup>a</sup>.

APRIL 20<sup>TH</sup>. 1733.TO THE HONORABLE THE MAYORS  
COURT AT MADRASSPATNAM.

Humbly complaining Sheweth unto this Honourable Court your Orator William Keith Chief Mate of the Recovery Snow that Captain James Lauder is Indebted unto your Orator the Sum of Four Hundred Rupees on Account of Nine Months Wages Due unto your Orator which sum has frequently been demanded by Your Orator of and from the said James Lauder but hitherto without Effect To the end therefore that the s<sup>d</sup>. James Lauder may upon his Corporall Oath true and Perfect Answer make to all and Every the Matters aforesaid as fully and Effectually to all intents and purposes as if y<sup>e</sup>. same were here again Repeated and Interrogated And that your Orator may have such further and other Relief herein as may be Agreeable to Equity.

May it please This Honourable Court to Cause the said James Lauder to be sommoned and required by the Sheriff of Fort St. George Town of Madrasspatnam and Districts thereof Personally to be and Appear before this Honourable Court at a Certain Day and place to be thereunto. prefixed and Appointed then and there to Answer upon his Corporall Oath all and Singular the Premisses And further to stand Abide by such order and Decree thereon as to this Hon<sup>ble</sup> Court shall seem meet.

MATHIAS COUTTS Att<sup>o</sup>. for y<sup>e</sup>. Compt.SAMUEL PARKES.  
Mayor.SURAT 8<sup>O</sup>. MAY 1738  
CORAM ME  
SAMUEL PARKES.  
Mayor.

The Answer of James Lauder of Fort St. George Marriner Defendant to the Bill of Complaint of William Keith of the same place Marriner Complainant.

This Defendant saving and reserving to himself Now & at all times hereafter all and all manner of Benefit & Advantage of Exception to the Errors untruths uncertainties and Imperfections in the Complainant's said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised materially Concerns him to make Answer unto He Answereth and saith that on or About the Tenth day of January which was in the Year of our Lord 1731. This Defendant being Master of the Brigantine Recovery and bound on a Voyage from the Port of Calcutta in Bengall to the Port of Syrian in the Kingdom of Pegue and severall other Ports This Defendant did entertain the Complainant in his Service as his Chief Mate for his then intended Voyage And did Advance and pay to the Complainant the Sum of One Hundred and Eighty Rupees being for four Months Wages or Imprest for the Service to be by him the Complainant performed on Board the said Brigantine Recovery in the said Voyage And this Deft. saith that the Complainant did go on Board the said Vessell and proceeded with this Defendant thereon as his Chief Mate to the Port of Syrian in Pegue aforesaid And this Defendant saith that sometime after his Arrival in Syrian this Defendant seeing the Complain<sup>t</sup>. on Shore and for neglecting his Duty on Board the said Vessell did order the Complainant imediately to repair on Board the said Vessell with a Boat Load of Goods then going over the River on this Defendant's Acco<sup>t</sup>. But Instead of obeying this Defendant's orders the Complainant permitted the said Boat to go without & sometime After came to this Defendant at the English Factory at Syrian and desired to speak with this Deft. who imediately went to the Complainant and after some discourse had passed between the Complainant and this Defendant touching his the Complts disobedience and disregard to the orders given him by this Deft. The Complainant did tell this Defendant. That in Case he this Defendant disapproved of his this Defendant's Management and behaviour this Defendant might Discharge him from this Defendant's Service Whereat and by the Saucy and Impertinent Language given this Defendant by the Complainant and which this Deft. Purposely omitts to report this Defendant being exasperated did with some warmth tell the Complainant he might go hang.

himself or Used Words to some such Effect Whereupon the Complainant Repaired on Board the said Vessell and in a Private and Clandestine Manner did Cause his Chest and Wearing Apparell to be sent on shore and imediately left the said Vessell Contrary to his Duty & the Engagement entered into with this Defendant at the time he entertained the Complainant as his Chief mate as afores<sup>d</sup>. And this Defendant saith that some few Days after this Defendant did by Accident again meet the Complainants request of him to repair to his Duty on Board the said Vessell the Complainant being then indebted to this Defend<sup>t</sup>. One Month and ten days Wages on Account the Imprest received by the Complainant from this Defendant in Bengall as beforementioned But the Complainant absolutely Refused to Comply with Such Request Whereupon this Defendant being informed that the Complainant had Absconded did apply to the then Resident at Syrian for his Assistance to Oblige the Complainant to return to his duty on Board the said Vessell and upon such Application the said Resident in Conjunction with the Officers of y<sup>e</sup>. Government in Syrian did after some search find the Complainant and did bring and Deliver him to this Defendant who Carried the Complainant on Board the said Brigantine to proceed the Voyage with this Defendant Tho' the Complainant did then tell this Defendant that this Defendant might send him the Complainant on Board if he thought fit but that this Defendant might depend he would not act or anyways Concern himself with the Navigation of y<sup>e</sup>. said Vessell During the Remainder of the s<sup>d</sup>. Voyage which promise was punctually kept by the Compl<sup>t</sup>. And this Defendant saith that having finished his business in Syrian this Defendant did Repair on Board the said Vessell and did Leave the said Port of Syrian in order to prosecute his Voyage But meeting with Contrary Winds was obliged to Winter at Mergy Where the Complainant did again in a Secret and Clandestine Manner Leave the said Vessell being Indebted One Month and Ten days Wages to this Defendant as Aforesaid And this Defendant saith that from the time of the Complainant's having the said Vessell in Mergy which was in or About the Month of June 1732 untill this Defendants return to this Place in the Month of April last This Defendant did never see or hear from the Complainant And this Defendant saith he doth deny that he is indebted to the Complainant in the Sum of Four Hundred Rupees Wages due to him for Nine Months Service on Board the said Brigantine Recovery as by the Compl<sup>t</sup>s. Bill is Alledged But on the Contrary this Defendant saith that the Complainant is Justly indebted to this Defendant in the Sum of sixty Rupees on Account the Imprest Received from this Defendant as before Mentioned the Complainant always refusing to do his Duty on Board the said from after the 31<sup>st</sup>. Day of March 1732 at which time the Complai<sup>n</sup><sup>t</sup>. Deserted the Service of this Defendant as aforesaid And this Defendant prays to be hence dismissed with his Reasonable Costs in this behalf most wrongfully Sustained.

WILLM JERMIN *Att<sup>o</sup>. for y<sup>e</sup>. Defendant.*

THE REPLICATION OF M<sup>r</sup>. WILLIAM KEITH TO  
THE ANSWER OF M<sup>r</sup>. JAMES LAUDER.

THIS Repliant saith that he does admit that he was shiped Chief Mate on Board the Brigantine called the Recovery Bound on a Voyage from y<sup>e</sup>. Port of Calcutta in Bengall And that he did Receive Four Months Wages or Imprest in part payment for the Serv<sup>s</sup>. to be performed by him the Repliant And that he the Repliant did go on Board the said Vessell and proceed<sup>d</sup>. with the said James Lauder Defendant as his Chief mate to y<sup>e</sup>. Port of Syrian in Pegue But denys that sometime after his Arrival at the aforesaid Port of Svrian that the Repl<sup>t</sup> came on Shore and neglected his Duty on Board as is Alledged and set forth in the Defendant's Answer.

SECONDLY This Repliant admits that about 5 Weeks after the Arrival of the aforesaid Vessel of the aforesaid Port of Syrian he the Defendant did send a Boat loaded with Rice to the Repliant then on Board with orders to Ship the same and to send unto him the Defendant then on Shore the Sum of two Hundred Rupees which sum this Repliant not Caring to trust with a Black fellow brought it on shore himself and gave the said two Hundred Rupees unto the Defendant and informed the Defendant that he would not take on Board the afores<sup>d</sup>. Boat Load of Rice untill the Pumps were sent on shore Mending And this Repliant being ordered by the Defend<sup>t</sup>. to go and Enquire whether the said Pumps were mended He the Repliant went in Pursuance to such order of the Defendants and waited a Considerable time Expecting the Coming of the said Boat to carry the Repliant on Board with the said Pumps But being informed that the Defend<sup>t</sup>. had ordered the said Boat on board unknown to this Repl<sup>t</sup> the Repliant hired a Boat and went on Board Where the Repliant found Written orders to the second Mate commanding him to take the Rice on Board at any rate with Language Against the Repliant very Indecent and unbecoming a Man in his Station which for Decencies sake the Repl<sup>t</sup>. Omits to Repeat But said Transactions of the Defendants gave the Repliant so much Uneasiness that the Repl<sup>t</sup> after having taken on Board the said Rice and Given Proper Receipts for the same the Repliant came on shore and went to the Defendant and Expostulated the Matter with him and being told by the said Defendant that if he the Repliant was willing to be discharged out of the said Defendant's Service he the Defendant was Willing to Discharge him and Desired the Repliant to go on Board without any Warmth or ill Language to bring to him the Defendant then on shore the Ships Accounts which the Repliant did the Next Morning and deliv<sup>d</sup>. the said Accounts unto the Defendant who received & Examined all and Singular of them with a Great deal of calmness and Patience in the Presence of Mr. Crawford, the Scrivan and several others and gave the said Acco<sup>ts</sup>. unto his Scrivan and Afterwards went himself to one Named Little Andrew and severall others in order to Shipp any of them his Chief mate in the Room of the Repliant who all Refused to sail with him.

THIRDLY the Repliant Admits that at the time when the Repliant was discharged that was indebted unto the Ship One Month and Ten days Wages on Account of the Imprest Received from the Defendant in Bengall as abovementioned But the Repliant humbly Apprehends and Insists that he is Discharged from the said Debt by the Defendant's Male Conduct and Inhumanity Exercised on the Repliant when forced on Board the Aforesaid Vessel the Recovery having been before discharged by the Defendant.

FOURTHLY it does not Appear that the Defendant had so much reason to be Apprehensive of the Repliant's Leaving him in a Clandestine Manner as is Alledged by the Defendant in Excuse for his keeping the Repl<sup>t</sup>. close confined when forced on Board and in the Possession and at the Mercy of the Defendant whose Designs Ends and Purposes the Repliant can't tell But the Defts not Permitting the Repliant to go ashore for a few days for the Benefit of his health notwithstanding the Repliant did offer as a security for his Return to the said Ship Effects Amo<sup>t</sup>.ing to About One Thousand Rupees.

FIFTHLY the Defendant's not allowing the Repliants to be Concerned with the Navigation of the said Vessel all the Passage from Syrian to Mergy and threatning the Repliant with his former Lodgings the Stocks together with the thoughts of the Barbarous treatment the Repliant had received from the Defendant were the Reasons which Induced the Repliant to lay hold of the first Opportunity of Releasing himself from Imprisonment choosing Liberty before Confinement And About the first of August One Thousand seven Hundred and Thirty two the Repliant left the Defendant in Mergy and from that time never saw the Defendant before the Beginning of April last When the Repliant Entreated and besought the

Defend<sup>t</sup>. in a friendly Manner to come and settle Accompts w<sup>th</sup>. Him And some-time after the Defendant came unto the Repliant and payed him the Sum of Ninety Eighty Rupees And one fourth so that if the Repliant had been indebted to the Defendant as is Alledged and set forth by him in his Answer sure the Defendant never would have payed unto the Repliant the said Sum of Ninety Eight Rupees and One fourth But the Repliant humbly thinks and Insists that Defendant is Legally and Justly indebted unto him the Sum of Four Hundred Rupees from the time he was shipped untill he got into other Employ by Reason of the Defendant's forcing the Repliant on Board after having discharged him This Repliant saving to himself all Advantages of Exception to the Incertainties Untruths and Insufficiencys of the Defendant's 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 & that the Answer of the said Defendant to the said Bill is very Untrue Imperfect & Insufficient to be replied unto & This Repliant is Ready to Aver Maintain and prove the same as This Honible Court shall Award & humbly prays as in and by his said Bill he hath Already prayd.

MATTHIAS COURTTS. Att<sup>o</sup>. for  
ye. Compl<sup>t</sup>.

THE REJOYNDER OF JAMES LAUDER DEFT. TO THE REPLICATION OF  
WILLIAM KEITH.

The said Defendant now and at all times hereafter saving and reserving to himself all Benefit and Advantage of Exception to the Errors Uncertaintys and Insufficiencys of the said Replication saith he admits the Repliant did bring to this Defendant the Sum of Two Hundred Rupees from on Board the Recovery and at the same time did tell this Defendant that he could not take in a Boat Load of Rice then Lying along side the said Vessell in Regard the same would be in the way untill the Pumps were fixed which were then ashore But this Defendant saith that such Pretence was only an Excuse made use of by the Repliant to get from on Board the said Vessel the said Boat Load of Rice being Afterwards taken in by the Second Mate Pursuant to an order sent to him by this Defendant for that purpose and the Pumps afterwards fixed without any difficulty. This Defendant saith that y<sup>e</sup>. Repliant having thought proper in his said Replication to Charge this Defendant with Male Conduct and Inhumanity in Order to Clear himself from these Aspertions. This Defendant begs Leave to lay before this Honourable Court the Necessity he was under of Inflicting Punishment on the Repliant to prevent the Ill consequences might have Attended a Crime like his being passed by with impunity. This Defendant saith that the Repliant having fled from his Duty on Board the said Vessell and being Afterwards retaken as is particularly Mentioned in this Defendant's Answer this Defendant was preparing to leave Pegue And this Defendant saith that as he was weighing Anchor or Coming too in his passage down the River which this Defendant cannot positively Remember the Repliant came from between Decks (He refusing to act in his station as Chief Mate) And Demanded Satisfaction for sundry things by him pretended to be Lost Whereupon this Defendant did represent to the Repliant that the People were then in a Hurry but so soon as the Vessell was under way or brought too strict Enquiry should be made concerning his Demands and he receive Reparation for his Loss in Case he had sustained any. The Repliant dissatisfied with this Answer insisted that the Care of the Vessell should be Omitted and imediate satisfaction given him which Demand being so inconsistant this Defendant did order him to repair imediate to his Cabin And the Repliant refusing to obey such Orders this Defendant did endeavour to oblige him to a Compliance (lest his Disobedience should induce others to act in like manner and thereby a Mutiny Ensue) when the Repliant knocked down this Defendant Whereupon this Defendant did order the Repliant to be seized

and put into the stocks to prevent his doing further mischief to this Defendant where the Repliant remained for the space of Twenty four Hours or thereabouts. When this Defendant released the Repliant and Notwithstanding such his Misbehaviour and that the Repliant refused to Act in the Navigation of the said Vessell during the Prosecution of the Voyage from Pegue to Mergy Yet this Defendant during all this time did permit the Repliant to Eat at this Defendant's Table and use a freedom there Equall with himself. This Defendant saith he doth deny that he did at any time discharge the Repliant from his Service or that he did ever refuse this Repliant to act in his Station on board the said Vessell as Chief Mate But the Repliant Always refused to concern himself with the Navigation of the said Ship after this Departure from Pegue as in this Defendant's Answer is mentioned And this Defendant saith that supposing the Sum of Four Hundred Rupees to have been due to the Repliant for Wages as Chief Mate of the said Vessell as by him is Alledged Yet this Defendant Humbly Insists that the Repliant having fled from and Actually Left the said vessell on her Arrival at Mergy (As he admits in his said Replication) did thereby forfeit all and Whatsoever might be due to him on Account the service by him performed therein before that time And this Defendant saith he did omitt to prosecute the Repl't. for the Sum of Sixty Rupees due to this Defendant on Account the Imprest received from this Defendant in Bengall in regard to the Poverty of him the Repliant But this Defendant humbly hopes that as the Repliant has commenced this suit against this Defendant without the least Appearance of Equity (as this Defendant conceives) this Honourable Court will decree the Repliant not only to pay this Defendant the said Sum of Sixty Rupees but also the further Sum of Twenty Rupees Expended by this Defendant in retaking the Repliant after he had fled from the said Vessell in Pegue. This Defendant saith he admits he did pay the Repliant the Sum of Ninety Eight Rupees and One Quarter on the following Account. This Repliant having Obtained a Judgment in the Honourable the Mayor's Court at Bengall for the Aforesaid Sum against one Captain Currie and the said Cap<sup>t</sup>. Currie Dying before Payment thereof did by his Will Nominate This Defendant and one Francis Vanes his Executors and this Defendant saith that on his Arrival here the Repliant came to this Def<sup>t</sup>. and did demand from him the said Sum as Executor of the said Cap<sup>t</sup>. Currie when this Defendant did assure the Repliant that he had already paid the same to the Repl'ts Attorney in Bengall and taken a receipt from him for it. But the Repliant frequently Importuning this Defendant and representing the Necessity he was then in for money and offering to give this Defendant an order on his the Repliant's Attorney to receive the said Sum from him. This Defendant did Acquiossie [*sic*] and pay to the Repliant the said Sum of Ninety Eight Rupees without Deducting the Sum he was so Justly Indebted to this Defendant as before-mentioned And this Defendant further saith that this Defendant's Answer is Certain true and sufficient in the Law to be Replied unto And he also saith as in and by his said Answer he hath already said and doth and will aver and Maintain all and every thing and things thereunto be true and Certain in Such Manner and for me as they and Every of them are therein Alledged and Expressed.

WILLM JERMIN *Att<sup>o</sup>. for*  
*the Defendant.*

INTERROGATORIES to be administred to such Witnesses as shall be produced sworn and examined in a certain Cause wherein William Keith Mariner is Complainant and Captain James Lauder is Defendant on the part of the Complainant.

IMPRIMIS Do you know the hand writing of M<sup>r</sup>. Paulo Anmont Chief  
Magistrate of Mergy Declare.  
PADRE THOMAS.



Do you beleive the subscription affixed to this declaration or affidavit to be the Sign and hand writing of the afores<sup>d</sup>. M<sup>r</sup>. Paulo Anmont Chief Magistrate of Mergy if to sett forth the same as you know and do beleive.

MATH<sup>s</sup>. COURTTS.  
Att<sup>y</sup>. for the Compl<sup>t</sup>.

Between William Keith Complainant &  
James Lauder Defendant.  
On the part of the Complainant.

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

PADRE THOMAS Aged about Fifty four years being produced as a Witness on the Part of the Complainant was on the 17 July shewn in person at the office of William Jermin attorney for the Defendant by Cha<sup>s</sup>. Nero who also Left a note of the name title and place of abode of the said Deponent and afterward on the same Day on his sacerdotal word being Examined Deposeth as follows.

To the first Interrogatory this Deponent saith he Doth know the hand writing of Paulo Anmont Chief Magistrate of Mergy.

To the second Interrogatory this Deponent saith that the hand writing signed (to the Paper now Produced him) with the name of Paulo Anmont is the hand writing of the said Paulo Anmont as the Deponent will know by having had a long acquaintance with him while on this Coast and Receiving Letters yearly from him since his Residing at Mergy.

FR. THOMAS Cap. Miss. Ap.

INTERROGATORIES to be administred to Wittnesses to be produced sworn and Examined on the part and behalf of James Lauder of Fort St. George merchant in a Certain cause wherein William Keath is Compl<sup>t</sup>. and the said James Lauder Defendant.

IMPRIS Do you know the parties Compl<sup>t</sup>. & Deft or either of them and how long have you known them or either of them declare.

Ma n o s  
Henriques.  
Simon  
Rodrigues.  
Doud Syrang.

2. ITEM was the Compl<sup>t</sup>. at any time & how long since intertained by the Defend<sup>t</sup>. as his Chief Mate to proceed on a voyage in the Briggantine Recovery the Def<sup>t</sup>. being then Master from the port of Calcutta in Bengall to Pegue and other ports Did the Def<sup>t</sup>. at any time at or after his Arrivall in Pegue discharge the Compl<sup>t</sup>. from his Service or did the Compl<sup>t</sup>. clandestinely fly from and leave the same and how and by what means was he taken as you know or beleive.

3. ITEM Did any Difference or Disputes arise between the Compl<sup>t</sup>. and the Defendant in and upon the said vessell in her passage down the River of Pegue If yea or what Occasion did such Difference or Dispute arise was any and what Punishment inflicted by the Defend<sup>t</sup>. on the Compl<sup>t</sup>. in Consequence thereof and what Treatment or Usage did the Compl<sup>t</sup>. receive from the Defendant while he remained on Board the said vessell after such Disputes were Accomodated sett forth what you know touching the matters enquired of in this Interrogatory fully and Distinctly According to the best of your knowledge Remembrance & belief.

4. ITEM Did the Def<sup>t</sup>. at any time during the prosecution of the voyage from Pegue aforesaid to the port of Mergy refuse to admitt the Compl<sup>t</sup> to act in the Navigation of the said vessell in his Station as Chief Mate and what was the Reason or Occasion that the Compl<sup>t</sup>. did not Act in his said Station during the said Voyage and by or with whose order or permission did the Compl<sup>t</sup>. leave the said vessell while he remained at Mergy as you know or beleive.

5. ITEM Did the Compl't. at any time make Application to you or any other person or persons and whom to give Evidence on his behalf in this Cause If Yea what was that purport of the Evidence by him proposed to begin & what was the Treason that the Compl'ts request was rejected as you know or beleive.

Manoel  
Hen-  
riques.

Between William Keith Complainant &  
James Lauder of Fort St. George merchant.  
Defendant on the Part of the Defendant.

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

DAUD SARANG Aged twenty six years or there about being produced as a Witness on the Part of the Defendant was one the second of July shewn in Person at the office of Mathias Coutts Attorney for the Complainant by Charles Nero who left a note of the Name Title and place of abode of the said Deponent and afterward on the same day being sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith he doth know the Parties Complainant & Defendant and hath so known them about three years.

To the second Interrogatory this Deponent saith that the Complainant William Keith at Calcutta in Bengall was entertained abo<sup>t</sup>. 3 years past by the Defendant then Master of the Brigantine Recovery as his Chief Mate that he proceeded his voyage from thence to Pegue as such and this Deponent saith that he never know that he was Discharged from such office that after the Vessells Arrival in Pegue he Deserted the Vessell and Lived w<sup>th</sup>. a Woman in the Woods ten or Twelve days that the Defendant applied himself to Mr. Berriman then Resident there and sent out people who took him.

To the third Interrogatory this Deponent saith that Coming Down the River of Pegue there did happen a Dispute between the Defendant and Complainant which was in the following Manner. The Noquedah Rasab was going aft about some Business the Complainant William Keith was Just then coming out of the Steerage and Seeing the Noquida Kasab ask'd him in an angry manner something about a Book and was Going to beat him the Defendant seeing this askd the Complainant how he Dared strike any of the People in that vessell since when he Required him to do his own Duty he would not do it and order'd him to begone off the Deck the Complainant Refused to go and Grumbled something at the Defendant who then Called this Deponent and orderd the Complainant to be turned off the Deck this Deponent endeavoured to persuade the Complainant to go Down Quietly but instead of that he struck this Deponent the Defendant seeing that did Rise from his seat and coming up to the Complainant Endeavoured to force him Down the Hatch way but the Complainant over powerd him and throwd the Defendant down and fell upon him the officers imediatly separated them and the Defend<sup>t</sup>. orderd the Complainant to be putt in the Stocks were he remaind the best part of that night and was then Released they next day he Dined with the Defendant and they seemd good Friends the Defendant bid him take Charge of his office & do his Duty but he Refused it.

To the fourth Interrogatory this Deponent saith that During the said Vessells Passage from Pegue to Mergy the Defendant was so farr from Refusing the Complainant to lett him Act in his office that he often askd him to Do it but to no purpose and this Deponent knows no other Cause why he Did not act then Complainants own will and further saith that some Days after the vessells Arrivall at Mergy the Complainant being ashoar made his Complaint there against the Defendant to the Padre and the Country Government and Came on board again but once when he fetched his Cloaths and necessarys and went ashoar again the Vessell was there three months and when she was Ready to sail the Complainant was not to be found.

To the fifth Interrogatory this Deponent he Cannot sett forth any thing else Mattered to the Defendant.

Mark of ¶ DAUD SARANG.

MANOEL HENREQUES Aged thirty four years or there about being produced as a Witness on the Part of the Defendant was on the 29<sup>th</sup>. June shewn in Person at the office of Mathias Coutts Attorney for the Complainant by Charles Nero who left a note of the Name Title and place of abode of the said Deponent and afterward being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that Doth know the Partys Complainant and Defendant the former about three and the Latter about five years.

To the second Interrogatory this Deponent saith that he Cannot sett forth the time Complainant was entertaind Chief Mate of the Brigantine Recovery but that he knows the said Briggantine and did Pylate her out of the River of Syrian in Pegue about three years past that William Keith the Complaint was Chief Mate of her when she arrived there from Bengall and the Defendant Master that a little time after her arrival he heard the Complainant had Deserted her but never understood he had been Discharged and that when this Deponent came on board to Pylate the said vessell he found the Complainant on board as a Prisoner and not acting as Chief Mate for the second mate had the Command, that in Conversation with the Complainant in which they was forced to make use of an Interpreter not understanding each others Language the Complainant told this Deponent that the Defendant had discharged him that he had Renderd up a Just Account to him and that afterwards he thus Unjustly Detaind him this Deponent answerd him that he understood he had Deserted the vessell and that Mr. Lauder the Defendant had been obliged to make Application to Mr. Berriman then Resident there and to the Country Government to gett him again.

To the third Interrogatory this Deponent saith that there did happen a Dispute Between the Complainant and Defendant Comeing Down the River which was on the following occasion. The Noqueda Kasab was going aft on some of ships business and the Complainant was Just then coming up from the Steerage and seeing the Noquedah Kasab spoke to him in English in Angry Manner this Deponent understood not what he said except the Word Book and beleives he was Charging him w<sup>th</sup>. Stealing that or Something else and Seemd to threaten him but cannot say if he struck him or not the Defendant observing this Order the Complainant to make no Notice there but go Down the Compl<sup>t</sup>. Refused to obey and then the Defendant orderd the Sarang to putt him Down when the Sarang came he Pushed him from him and Resistee the Defendant seeing this went up to himself but the Complainant still Resisted and in the Scuffle the Defendant fell Down the Hatch way and the Complainant upon him the officers soon Parted them and the Defendant ordered the Complainant to be putt in the Stocks which was Done he was taken out again at night and putt in to the Stocks again in the Steerage his Arms taken away and the Defendant Drew out a paper of all Passages and Desired the severall people present to Sign it this Deponent Refused because he Could not understand English but promised to write him one and sign it which this Deponent did do a went on shoar next day.

To the fourth Interrogatory this Deponent saith he Knoweth of nothing enquired after therein for that he left the vessell at the mouth of the River.

To the Fifth Interrogatory this Deponent saith that the Complainant Did one Day come and tell him that the Mayor called him this Deponent if it had been so some peon or servant of his would have come with him but that he see none the Complainant then ask'd this Deponent were he Could find him in Case Such servant Did come this Depon<sup>t</sup>. told him in the Church or at the Sea Gate the Complainant came again and said the Mayor was not at Home but that Mr. Hubbard wanted this Deponent this Deponent went with him but instead of Going to Mr. Hubbard's he Carried this Deponent to Mr. Naish's house and began to tell Mr. Naish something & Drew a paper out his pockett. Mr. Naish said he Did not undestand it and orderd him to go to the Mayor when he Came there he gave him a paper the Mayor askd this Deponent if the same was true and if he gave it as Evidence this Deponent answerd he know not what was in it he then gave it this Deponent to Read which having done this Deponent said it Contained Several untruths and he Could not

Sign it the Mayor then orderd this Deponent to Draw out another and Sign it and then the Complainant and this Deponent went away the Complainant came Severall times to ask for the Paper but this Deponent told him he had already given one to the Defendant that as it was so long Ago since the affair he might Say Something that might Contradict that which beeng produced might make him appear an Ill man that what he gave then was true and he would give no other.

M<sup>EL</sup>. JOSEPH HENRIQUE.  $\text{H}$

SIMON RODREGUES Aged thirty nine years or there about being produced as a Witness on the Part of the Defendant was on the 30<sup>th</sup>. day of June shewn in Person at the office of Mathias Coutts Attorney for the Complain<sup>t</sup>. by Charles Nero who Left a note of the Name Title and place of abode of the said Deponent and afterward on the same Day being sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith he Doth know the Partys Complainant and Defendant and hath so known them about three years.

To the Second Interrogatory this Deponent saith that William Keith was Chief Mate of the Brigantine Recovery whereof James Lauder was master that he beleives he entertained him at Bengall but cannot sett forth the Particular time that he knows not of his being Discharged but heard that he had Deserted the vessell and that the aforesaid James Lauder had Caught him and forced him on board that he knows not what Method was taken to gett him again.

To the third Interrogatory this Deponent saith that he went on board the said Brigantine with Manoel Henreqes Pylot her down the River that one Day when they Came near the place known by the Name of the Bowl of Punch the Complainant was saying something to the Noqueda Kasab which Mr. Lauder observing bid the Complainant go Down and did Rise from his Seat and endeavoured to perswade him to go Down Quietly but the Complainant instead of Complying took hold on Mr. Lauder & their was a great strugle between them till at last the Compl<sup>t</sup>. flung Mr. Lauder down the Hatch way on which when they was parted Mr. Lauder orderd the Complainant to be putt on the Stocks which was done Mr. Lauder there Sent this Deponent on shoar to buy some provissions when he Refwiñd the Complainant was Released and Dined with Mr. Lauder and more this Deponent knoweth not.

SIMON RODRIGUES.

MAYOR COURT OF  
MADRASSPATNAM.

Fryday the 27<sup>th</sup>. day of July anno Domini  
1733 Between William Keith of Fort St.  
George Mariner Complainant and James Lauder  
of the Same place Mariner Defendant.

This Cause coming this day to be heard and Debated before this Court in the Presence of the Attorneys on both sides on hearing the Proof taken in this Cause Read and what was Alledged on either side and due Consideration thereon. This Court doth think fitt to order and Decree and doth Accordingly order and Decree that the Defendant do allow the Complainant Wages after the Rate of Fourty five Current Rupees of Bengall  $\text{p}$  Mensem from the time of the Departure of the Briggantine Recovery from Pegue to the Arrivall of the said vessell in Mergy deducting thereout one Month and Ten days Wages at the Rate aforesaid admitted by the Plaintiff to be due from him to the Defendant and that Each Party do pay their own Costs.

TO THE HON<sup>BLE</sup>. MAYORS COURT  
AT MADRASSPATNAM.

HUMBLY Complaining sheweth unto this Hon<sup>ble</sup>. Court your orator Pantacum Vaincataiah that one Vencatajalum coming to Trisnapolee with an intention to mary the Kings Sister and bringing w<sup>th</sup>. him on Nelly Chitty merchant in Madrass

had occasion for Some money whereupon the orator advanced Vencatajalum the Sum of one hundred and Fifteen Pagodas and for Security of the said he gave unto y<sup>e</sup>. orator one bond whereby he has obliged himself to pay unto your orator the amount of the said bond which has frequently been demanded by your Orator but hitherto without effect your Orator having been always put of w<sup>t</sup>. promisses of being paid at so many different places by which means your Orator was enticed to go as far as Fort St. Davids where Nella Chitty demanded the Jewels which he had lent sometime before unto the s<sup>d</sup> Vencatajalum but the said Vencatajalum replied that he would give the Jewels unto your orator who would return them unto the said Nella Chitty upon his satisfying your Orator for the one hundred and Fifteen Pagodas lent by your Orator unto the said Vencatajalum as abovementioned and sett forth and Accordingly the said Vencatajalum Delivered the said Jewels unto y<sup>r</sup>. Orator & received from y<sup>r</sup>. Orator his bond of One hundred & fifteen Pagodas but the said Nella Chitty prevailed w<sup>t</sup>. y<sup>r</sup>. orator to give the said Jewels unto him he giving y<sup>r</sup>. Orator a Bill of exchange upon one Patchapah Chitty at Arraloor for the money & sent one of his peons along w<sup>t</sup>. your Orator for a guide who gave y<sup>r</sup>. Orator the Ship not far from Fort St. Davids but your orator pursuing him found him along what his Master at Pontcherry where your Orator made application to one of the Justices of peace who sent his interpreter to the said Nella Chitty to know if he would pay unto y<sup>r</sup>. Orator the Amount of the said Bond as was agreed upon but the said Nella Chitty sent back word by the said intrepeter that the Merch<sup>t</sup>. on which the said Bill of Exchange is drawn on is a substantial Man & a man of Extraordinary Credit therefore required your orator to Accept of the said Bill of Exchange but when your orator went to Demand payment of the said Bill of Exchange from the said Patchapah Chitty resident in Arratoor the said Patchapah Chitty pretended that the said Nella Chitty had drawn upon him for Two hundred Pagodas more than the said Patchapah Chitty owed unto the said Nella Chitty therefore refused to Comply with the Demands of your orator upon which your orator returned to Madrass & Demanded his money from the said Nella Chitty but hither to without effect Notwithstanding he was advised thereto by Severalls of his Cast. To the end therefore that the said Nella Chitty may upon his Corporall oath true direct and perfect answer make to all & Singular the premisses as Fully & effectually as if the same were here again repeated & interrogated & that he may be decreed to pay unto your Orator the Amount of the s<sup>d</sup>. bond with the Interest which hath accrued thereon & that your Orator may have such further relief herein as may be agreeable to Equity may it please this Hon<sup>ble</sup>. Court to Cause the s<sup>d</sup>. Nella Chitty to be summoned & required by the Sheriff of Fort St. George Town personally to be & appear in this Hon<sup>ble</sup>. Court at a Certain time and at a certain day & place to be there unto prefixed & appointed & thereto answer upon his Corporall oath all & Singular the premisses & further to stand to & abide by such order & decree thereon as to y<sup>r</sup>. Hon<sup>ble</sup>. Court shall seem meet.

MATHIAS COUTTS  
Att. for the Compl<sup>t</sup>.

30 MAY 1733.

The Answer of Nellah Chittee of Fort St. George Merchant Defendant to the Bill of Complaint of Pautacon Vencataish of Fort St. George Merch<sup>t</sup>. Complainant.

This Defendant saving and reserving to himself now and at all times here after all and all manner of benefitt and advantage of Exception tho the Errors uncertainties and Imperfections in the Complainants said Bill of Complaint Contained for answer thereto or to so much thereof as this Defend<sup>t</sup>. is advised doth materially Concern him to make answer unto he answereth and saith that this Defendant sometime past intending to go from this place to Trichanapoly one

Vencatachilum hearing thereof came to this Defendant and acquainted this Defendant that he had been sent for by a Nobleman of that Country to espouse his Daughter and as his the said Vencatachelums Circumstances would not permitt him to make an appearance equall to the Honour intended to be conferred on him, the said Vencatachilum did on his knees request of this Defendant to lend him some Jewells telling this Defendant it might be the means of promoting the match as he the said Vencatachilum would thereby appear to be a man of substance and this Defendant saith that upon the earnest Solicitations of the said Vencatashilum and this Defendant reposing great Trust and Confidence in his Honesty and Integrity did lend to him Sundry Jewells to the value of four hundred and fifty pagodas or thereabouts and soon after did go with the said Vencatachilum to Trechinopoly and after some stay there this Defendant having finished his Business at that place & being informed that the said Vencatachilum was not likely to succeed in his Scheme proposed this Defendant askd the said Vencatachilum to return again with this Defendant to Madrass which the said Vencatachilum declineing this Defendant did demand the redelivery of the jewells which this Defendant had lent him as aforesaid whereupon the said Vencatachilum offered to return w<sup>th</sup>. this Defendant and restore the said jewells on his arrivall in Madrass and this Defendant saith that he together with the said Vencatachilum left Trichanopoly and arrived near Fort St. David when this Defendant did again demand the jewells of the said Venkatachelum he Seeming unwilling to proceed the journey with this Defendant where to the said Vencatachilum replied that he was in Debted to a person at Trichanopoly in the sum of one hundred and fifteen Pagodas or thereabouts which Sum if this Defendant would pay the said Vencatachelum would return the said jewells otherwise he would detain the same and this Defendant might seek a Remedy how or in what manner this Defend<sup>t</sup>. should think proper and this Defendant saith that fearing the said Vencatachilum would make good this Threats or some ill Consequences might attend a positive Deniall Defendant did represent to the said Vencatachilum that he had not so large a Sum then about him & therefore was unable to Comply with his Request where to the said Vencatachilum returned that thô this Defendant had not money yett this Defendant might give him a letter to this Defendant's Correspondent Patchapa Chitty at Arrealoor from whom he the said Vencatachilum could receive the before mentioned sum and pay his Creditor therewith where upon this Defend<sup>t</sup>. induced by the Reasons aforesaid and to regain the possession of his this Defendants jewells this Defend<sup>t</sup>. Did seemingly comply with the unjust Demand of the said Vencatachilum and notwithstanding this Defendant was not anyways in Debted to the said Vencatachilum yett he did write a Cadjan note to the said Patchapa Chittee requesting him to pay to the said Vencatachilum the Sum of one hundred and fifteen Pagodas & did deliver the said note to the said Vencatachilum who on Receipt thereof Did deliver or cause the said Jewells to be Delivered to this Defendant by his Brother in Law Rangapaw & one Tremolah and this Defendant saith that soon after the receipt of his jewells he did go to Pondichery where he remained about the space of four days and during this Defendants stay there the Compl<sup>t</sup>. came to this Defendant and did bring with him the Letter before given by this Deponent to the said Vencatachilum as aforesaid telling this Defendant that the said Vencatachilum was indebted to him the Complainant & had delivered the said Letter to him in Satisfaction of his Debt and therefore the Compl<sup>t</sup>. did demand of this Defend<sup>t</sup>. to pay him the said Sum of one Hundred and fifteen pagodas which this Defendant refused telling the Complainant that he this Defend<sup>t</sup>. was not any ways indebted to him neither was this Defendant Accountable for any transactions which might have passed between him and the said Vencatachilum nor would this Defend<sup>t</sup>. concern himself there with but as this Defendant had given the said note to the said Vencatachilum he might go to Patchapa Chittee and Demand payment of the said sum and in case of Refusall the said Vencatachilum might come to this Defendant at Madrass when this Defendant would adjust Matters with him the said Vencatachilum and this Defend<sup>t</sup>. saith he beleives it may be true that the said Vencatachilum is indebted to the Complainant in the Sum

of one hundred and fifteen Pag<sup>s</sup>. on Bond as in the Bill is mentioned but this Defendant doth deny that the said jewells were given to him the Compl<sup>t</sup>. as a Security for the Repayment thereof to the knowledge of this Defendant or that he this Defendant received the same from the Compl<sup>t</sup>. as by the Bill is pretended and this Defendant doth also deny that he did at any time become Security to the Complainant for payment of the Debt due to him from the said Vencatachilum or that he this Defendant is indebted to the Complainant in any sum or sums of money whatsoever and therefore this Defendant hath & still doth as he hopes he lawfully may refuse to Comply with the unjust Demand of the Complain<sup>t</sup>. all which matters and things this Defendant is ready to Avert Maintain and prove as this honorable Court shall award and prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained.

W<sup>m</sup>. JERMIN  
*Att. for the Defendant.*

Replication }  
& }  
Rejoinder }      GENERAL.

INTERROGATORIES to be administred to such witnesses as shall be produced Sworn and Examined in a certain Cause wherein Pautacum Vencatashia of Fort St. George Merchant is Complainant and Nella Chitty of the s<sup>d</sup>. place is Defendant on the part of the Complainant.

IMPRIMIS. Do you know the parties Complainant and Defend<sup>t</sup>. in the Title of these Interrogatories named and how long have you so known To Tipya. them and either and which of them declare.

2<sup>d</sup>. Do you Remember of any Jewels that were given to Nella Chitty Defendant by Pautacum Vencatasia Complainant if so set forth the same the time place and the conditions on which they were given unto the Defendant by the Complainant and also the value of afore-said diamonds.

3<sup>d</sup>. Do you remember any thing of a Bill of Exchange being given by the s<sup>d</sup>. Nella Chitty Defendant to Pautacum Vencatassia Complainant upon one Patchapah Chitty Merchant of Arratoor or upon what Consideration or Terms the same was given.

4<sup>d</sup>. Do you know or can sett forth any other matter or thing in behalf of Pautacum Vencatassia Complainant in this Cause if yea sett forth the same as you know have heard or do beleive with the reasons for your knowledge and beleif.

MATHIAS COURTTS.

*Att. for the Compl<sup>t</sup>.*

Between Pautacum Vencatasia Complainant

&

Pegue Nella Chittee Defendant on the Part of the Complainant.

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

TYPPIAH Bramny Aged 23 years or thereabout being produced as a Witness on the Part of the Complainant was on the 9<sup>th</sup>. July shewn in Person at the office of William Jermin Attorney for the Defendant by Charles Nero who Left a Note of the name Title and place of abode of the said Deponent and afterward being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Complainant in this Cause and hath so known him ab<sup>t</sup>. Ten years and the Defendant he hath known about Ten months.

To the Second Interrogatory this Deponent saith that the Complainant Credited one Cuddam Vencatachelum when he was at Chittranople w<sup>th</sup>. a certain Sum of money which he Could not pay there but was obliged to come with him to Fort St. David where he had promised to Discharge it this Deponent came with them and when they arrived at Narrains Choultry the Defendant told the aforementioned Cuddam Vencatachelum that his Brother in law was Dead and that he was obliged to go to Madrass imediately and Demanded of the said Cudda Vencatachelum to Deliver him Certain Jewells he had Sent him and which said Vencatachelum had on to the Value of about four hundred Pagodas on his Demanding them Cuddam Vencatachelum askd him what he intended to Do about his Creditors (Meaning the Complainant) he said he had no money there but if he would go to Madrass he wold see and pay them and askd Cuddam Vencatachelum if he would not give him his Jewells unless he did pay those Debts Cuddam Vencatachelum told him he would not but that if he would pay the Creditors they should Deliver him the jewells themselves and imediately took off Some of the jewells and gave them to the Complainant and told him if the Defendant paid him 115 Pag<sup>s</sup>. he should Deliver him the jewells besides which Nairo Rangapah gave the Defendant a pr. of Dimond Earrings and one Tremalah a servant to Vencatachelum Deliverd the Defendant some other things the Defendant then askd the Complainant if he would deliver the jewells in Case he would give him a bond to pay him in Madrass the Complainant said he would not nor would go no further & that if he would pay him there it was well.

To the third Interrogatory this Deponent saith that after the Defendants often Demanding and the Complainants Refusing to give up the Jewells the Defendant offer'd the Complainant to give him a Bill of Exchange to Aureloor on one Patchapa Chittee and that he would send a servant with him and if he did not Discharge it he might send it to Madrass and he would pay it which he agreed to and Deliverd the jewells and Received the Bill and at Receiving it askd him three or four times if he might Depend upon it to which the Defendant he might Depend upon it and trust his word but this being past in a short time the Defendant sett out for Madrass without speaking one word to the Complainant Leaving a servant to go with the Bill as he had promised but the said Servant soon after Left them going only about two hours journey the Complainant was a little surpris'd at this and followed him to Pondicherry and there Complained to the Choultry Dubash and Rangapilla the Company Merch<sup>ts</sup>. there they sent a Message to the Defendant on this affair and he sent them for answer that he would send one of his men w<sup>th</sup> the Complainant to Areloore and that he need not in the Least fear the payment of the Bill the Choultry Dubash & the aforesaid Rangapella putt Confidence in what he said and perswaded the Complainant to Carry the Bill for its acceptance and Directed him to go before to Pumeretty and he would send the Defendants man after him the Complainant went there and stayed two Days and finding no Servant come Returned to Pondicherry and found the Defendant was gone without Leaving a servant as he had promised; the Complainant again Applied to Rangapilla and the Choultry Dubash they advised him to go to Arreloore and off the Bill for Acceptance and if it was not paid to go to Madrass w<sup>h</sup>. he accordingly Did and being arrived at Arreloore tenderd the Bill to Patchapa Chittee he Read it and said he could not accept the Bill because it was mentioned to pay the Complainant 115 Pag<sup>s</sup>. out of 600 which he said Patchapa Chittee was indebted to the Defendant whereas his Debt to the Defendant was but four hundred and the accepting Such a Bill might be of Ill Consequence to him the Complainant Came back again to Pondicherry and procured Letters for Padre Thomas and Tombe Chittee & Permall Moodelare who sent for the Defendant but he Refused to Comply with any proposal so that the Complainant was forced to apply to the Hon<sup>ble</sup>. Mayors Court.

TYPPIAH BRAMINY.



INTERROGATORIES to be administred to Witnesses to be produced Sworn and Examined on the part and behalf of Nellah Chittee of Fort St. George Merch<sup>t</sup>. in a certain Cause where in Pautacum Vencataih is Compl<sup>t</sup>. & the said Nellah Chittee Defend<sup>t</sup>.

IMPRIS Do you know the parties Compl<sup>t</sup>. and Defendant or either of them and how long have you known them or either of them Declare.

Ranpah.  
Acha.  
Regodas.

2. ITEM Do you know of any and what Quantity of jewells lent by the Defendant to one Vencatachilum in the Pleadings in this Cause mentioned. If yea of what value might Such Jewells be & from whom and what Place did the Defendant receive such jewells & particularly did the Defend<sup>t</sup>. receive any part thereof from the Compl<sup>t</sup>. and was any and what Note Bill or other Writing then given to the Compl<sup>t</sup>. by the Defendant sett forth what you know touching the Severall Matters enquired of in this Interr<sup>v</sup>. fully and distinctly according to the best of your remembrance and belief.

Tippiah.

3. ITEM are you not interested in the money now sued for by the Compl<sup>t</sup>. & to receive any and what part thereof in Case the same shall be recovered by the Compl<sup>ts</sup>. from the Def<sup>ts</sup>.

4. ITEM Do you know of any other matter or thing materiall for the Defend<sup>t</sup>. in this Cause If yea sett forth the same fully and particularly According to the best of your knowledge & beleif.

WILLIAM JERMIN.

*Attr<sup>y</sup>. for the Defend<sup>t</sup>.*

Between Pautacum Vencatasia Complainant.

&

Pegue Nellah Chittee of Fort St. George merch<sup>t</sup>. Defendant.

On the part of the Defendant.


Depositions of witness taken in this Cause by and before the Examination in this Court as follows.

RANGAPAH Aged thirty five years or there about being produced as a Witness on the Part of the Defendant was on the 12<sup>th</sup>. July shewn in Person at the office of Mathias Coutts attorney for the Complainant by Charles Nero who also Left a note of the name title and place of abode of the said Deponent and afterward being sworn and Examined Depose<sup>t</sup> as follows.

To the first Interrogatory the Deponent saith that Pautacum Vencatasia the Complainant and Nellah Chittee the Defendant have been known to him about eleven months and not more.

To the second Interrogatory this Deponent saith that he Does know something of Certain Jewels sent by Nellah Chittee to Caddam Vencatachelum in the Interrogatorys mentiond their Value was about four or five hundred Pagodas and that at a Choultry at Patchecopony near Fort St. David this Deponent gave Nella Chittee by Cuddam Vencatachelum order a p<sup>r</sup>. of Diamond one p<sup>r</sup>. of Ruby & one p<sup>r</sup>. of pearl Earings and Gold chains for the wrist and Tremalia servant to Cuddam Vencatachelum gave him by his Masters orders out of a box w<sup>ch</sup>. he brought from Anaveltundamamuttum a Gold Chain and jewell for the Arm but this Deponent Did not see the Complainant Deliver the Defendant any Jewells but as they together with this Deponent and Some others was sitting at the aforesaid choultry this Deponent heard the Defendant say to Cuddam Vencatachelum that his Brother in Law was Dead and that he wanted imediately to go to Madrass and askd said Vencatachelum to go with him. Vencatachelum answerd that he could not go under eight or ten days then the Defendant Demand his jewells which he had Lent


him to which Cuddam Vencatachelum answerd that he was indebted to the Complainant; how should that be paid if he [*sic*] said Defendant, went to Madrass, the said Defendant Replied that it was no business of his on which Cuddam Vencatachelum said that if he would not Consent to pay them he would not Deliver the Jewells the Defendant then askd Cuddam Vencatachelum what he meant by Such treatment if he had a mind to force the jewells from him there in the woods and bid him not plague him any more about his Debts but Deliver the jewells. Cuddam Vencatachelum still Refused him and bid him Complain where he pleased then Defendant answerd that in Case he was inclined to it he could not Satisfie them in Such a place as this but if he would come to Madrass he would see what Could be Done on this Cuddam Vencatachelum told that he know he had money Due to him at Arreloore and that he might write a Bill to order them to be paid there. Accordingly Cuddem Vencatachilum Conicoply was Called and the Defendant bid him write a Bill of Exchange to Arriloor to pay Cuddam Vencatachelum 115 or 110 Pag<sup>s</sup>. Nella Chitty the Defendant Signd it and took his jewells and said he would send his peon with him but never Did and went away.

*Mark of*  RANGAPAH.

ACHA aged Twenty three years or thereabout being produced as a Witness on the Part of the Defendant sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he knoweth not Pautacum Vencatasia but doth the Complainant by the name of Succanee Saumee and hath known him about eleven months and hath known the Defendant about ten or Eleven years.

To the Second Interrogatory this Deponent saith that he doth know the Defendant Did lend to Cuddam Vencatachelum in the Interrogatorys mentioned a parcell of jewells and that the same were worth about four hundred Pagodas that the Defendant and the said Vencatachelum having been to Chittranople were Returning towards Fort St<sup>t</sup>. David when news was Brought the Defendant of his Brother in Laws Death at this place that the Defendant imediately Resolved upon comeing here and askd said Vencatachelum to come with him who said he Could not come at that time on which the Defendant Demanded his Jewells but the said Vencatachelum Refused to Deliver them unless he would Consent to pay Certain Credittors among which this Deponent beleives the Complainant was one if not the Chief the Defendant told him it was very unreasonable for him to Require any such thing, and that if he was inclined to it he could not Do it in that place for that he had no money said Vencatachelum Replied that he would not Deliver the jewells if he did not Consent to Discharge them and that thô he had no money he might give them a Bill on Patchapa Chitty at Areloor the Defend<sup>t</sup>. finding himself necessitated to it gave him a Bill where in he Directed Patchapah Chittee to pay the Complainant 115 Pag<sup>s</sup>. out of the Six hundred which he owed him now he owed but four hundred and he well know he would not accept it with that Clause the said Bill was Drawn by Vencatachelums Conicoply and Signd and Delivered by the Defendant on which Said Vencatachelums Brother in Law Deliverd the Defendant one part of the jewells and his Servant Tremaliah another and this Deponent Doth not know of any being Deliverd by the Compl<sup>t</sup>. and more knoweth not.

*Mark of*  ACHA.

RAGODAS Aged Twenty eight years or there about being produced as a Witness on the Part of the Defendant Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Complainant but not by the Name in the Interrogatory mentioned and he hath known him about six months and that he knows the Defendant and hath so known him about four years.

To the second Interrogatory this Deponent saith that he knows nothing of Defendants Lending any jewells to Cuddam Vencatachelum but that when the Defend<sup>t</sup>. Complainant and said Vencatachelum was Returning from Chittranople

towards Fort St. David this Deponent was then in Company and when they Came to a Choultry Called Pillah Choultry the Defendant and Cuddam Vencatachelum Dined and after Dinner was going to play at Chess at which time there came a Messenger in haste to the Defendant and told him his Brother in Law in Madrass was dead the Defendant was very much Concerned at the news and Lamented very much the Company endeavoured to Comfort him and at last perswaded him to be a Little easy he then imediately ordered his servants to gett Ready for that he would that instant sett out for Madrass and then Demanded Certain Jewells of Cuddam Vencatachelum which he said he lent him on this there happened very high words between them which this Deponent cannot give the Particular off because he was sitting at a Little Distance but heard Vencatachelum Refuse to Deliver the Jewells unless the Defendant would pay some Creditors that was then in Company with them among whom was the Complainant who this Deponent knows by no other Name then that of Succana Saumee the Defendant answerd that he had nothing there to pay him with how could he pay them in Such a Place to which Vencatachelum Replied that he know he had money in Areloor and that he might give a Bill upon Patchapa Chittee there accordingly the Defendant cause a Bill to be Drawn out Directing Patchapa Chittee to pay Vencatachelum or the Complainant 115 Pag<sup>s</sup>. out of the six hundred which he was undebted to him now Patchapah Chittes Debt was but 400 Pagodas and the Defendant putt in the Bill 600 Pag<sup>s</sup>. because he knew he would not accept it with that being mentioned and he only gave the Bill to gett his jewells out of Vencutes hands on the Delivering the Bill Vencutes Brother in law Rangopah by Vencutes order Deliverd him one Part & one Tremalia a servant of Vencutes was Sent with the Defendants Pallankeen boy to fetch another part of the said jewells which they brought and Deliverd the Defendant at which time he promised to send this Deponent to Aureloor and give this Deponent Orders to go with the Complainant and see the Bill paid but having gott his jewells he sett out Directly for Madrass and Orderd this Deponent not to go to Aureloore but to go into Fort St. David and tell Mr. Fowke how he had been used which this Deponent Did and followed the Defendant to Pondicherry and more knoweth not.

*Mark of #2½ RAGODASS.*

TYPPIAH Braminy Aged Twenty three years or there about being produced as a Witness on the Part of the Defendant and afterward being sworn & Examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Complainant in this Cause and hath so known him about ten years and the Defendant about ten months.

To the third Interrogatory this Deponent saith that he is no ways interest in the money now Sued for by the Complainant nor is to Receive any part thereof in Case the same be Recoverd by him.

To the fourth Interrogatory he saith he cannot sett forth any matter or thing Material for the Defendant in this Cause.

TYPPIAH BRAMINY.

MAYORS COURT  
OF MADRASSPATNAM.

Tuesday the 14<sup>th</sup>. day of August Anno Domini  
1733 between Pauticaun Vencatiah of Fort  
St. George Merchant Compl<sup>t</sup>. & Nellah Chit-  
tee of the same place merchant Defendant.

This cause comeing this day to be heard and Debated before this Court in the presence of the attornies on both sides on hearing the proofs taken in this Cause read and what was alledged on either side and due Consideration this Court

doth think fitt to order and decree and doth accordingly order and decree that the Defendant do pay unto the Plt. the Sum of one hundred and fifteen Pagodas together with his Costs of suit.

COURT OF APPEALS IN  
MADRASSPATNAM.

NELLA CHITTY OF FORT ST. GEORGE  
*Merchant Applt.*

NOV<sup>R</sup>. 13. 1733.

Pauta Canum Vencatiah of the said place Bram,  
Resp<sup>t</sup>.

This Cause coming this 31<sup>st</sup>. day of October 1733 to be heard and Debated in presence of the Att<sup>ys</sup>. on both sides after reading and duely considering the purport of the Bill and Answer &c<sup>a</sup>. papers exhibited in the Hoñble the Mayours Court and the decree of the said Court This Court doth Think fitt to Order & decree & doth accordingly order and decree that the decree of the Hoñble Mayors Court in this Cause do Stand confirmed and that the App<sup>t</sup>. do pay the Costs in both Courts.

GEORGE TORRIANO  
*Cl. App<sup>ts</sup>.*

AUG<sup>ST</sup>. 17. 1733.

TO THE HONOBLE THE MAYORS COURT OF  
MADRASSPATNAM.

Humbly Complaining sheweth to this Hoñoble Court your Orator Vencatashia off Fort St. George merchant That in or about the month of November 1730 your orator did deliver to one Abdull Caudire Merchant now being and residing in Madrass Two Viss and half of Silver and also one note under the hand of Augee Mustapha for four viss and Forty Tecall of Silver and your orator shews that on Receipt thereof the said Abdull Caudire did make and give to your orator one note under his Hand bearing date the ninth day of the said month of November thereby promising to invest the said two Quantities of Silver in the purchase of Tin at Tanasseree for your Orators Account and deliver the Same to your orator imediately on his return to this port as by Translate of the said note ready to be produced as this hoñoble Court shall direct will appear and your Orator shews that he did also provide and purchase for the said Abdull Caudire a Sloop and Severall parcells of Goods wherein your Orator was to be concerned one half Amounting to the Sum of two hundred and Eighty pagodas or thereabouts and did deliver the said Goods to the said Abdull Caudire as by the said note under the Hand and seal of the said Abdull Caudire will appear and your Orator shews that the said Abdull Caudire proceeded on his Voyage to Tanassaree and did invest the said Two parcells of Silver in the purchase of Tin for your Orators Account Agreeable to the Tenour of the said Note and did also sell and dispose of the said Sloop and Goods purchased by your orator for very considerable profit and Advantage and is since returned to this port and your Orator shews that he hath frequently applyed to the said Abdull Caudire for the delivery of the said Tin and also for an Account Sales of the said sloop and Goods wherein your Orator was jointly concerned with the said Abdull Caudire but now so it may it please this honoble Court that your orator hath not as yett been able to obtain any satisfaction in the p<sup>r</sup>.sses to the End therefore that he said Abdull Caudire may upon his Corporeall Oath true and perfect answer make to all and every the Matters aforesaid and be decreed to Deliver to your orator the Tinn purchased by him for your orator as aforesaid and also a just and true Account Sales of the beforementioned Sloop and goods and how and in what manner he invested the produce thereof and that the said Abdull Caudire may Decreed to pay your

orator what may appear due to him on Such Account and that your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience. Is the End of the Bill.

WILLIAM JERMIN.  
*Att<sup>y</sup>. for the Compl<sup>t</sup>.*

Nov<sup>r</sup>. THE 9<sup>TH</sup>. 1730.

I Abdul Cauder Do hereby acknowledge to have Received of Vencatasia on two and a half Viss of Silver for which I promise to purchase at Tinnasaree Tinn and Load it on the same ship I come myself and promise to Deliver the same as soon as I Arrive here and for Adjee Mustapah Bond on which he owes Vencatasia four viss and forty Tecall of silver I promise to purchase Tinn to that Amount having Received the said Bond of Vencatia and well Deliver such Tinn in the same manner as the former Recconing 1 Candy Mergy to be 21 Catty.

Seald

ABDUL CAUDER.

Witness

Veragew Chittee.  
Arnachelum.

Bond wrote by Bauba Hussen.

From Chinatombe a sloop was bought for Abdul Cauder	...	130	—	—
From Vencateputty Ophium was bought by Abdul Cauder & Vencatassia for 177 Pag <sup>s</sup> .	...	...	...	177 — —
on which the profits if any arise to be Divided half & half From Trevengalum was brought & Deliverd to Abdul Cauder 220 Viss of Pag <sup>s</sup> . f				
Opium for 73 9	...	...	...	73 — 9
				280 — 9

Witness Veragues.

RALPH MAN.  
*Exa<sup>r</sup>.*

Seald

ABDUL CAUDER.

St. THOME JULY THE 10<sup>TH</sup>. 1733.

According to the Award given by Suruck Sing Shake Enact Phuckeer Mahomd Noqueda and Adam Labey & some other Arbitrators between me Vencatasia and Abdul Cauder I Vencatasia Do give this Discharge that Concerning our Pegue Trade a Bond of 250 Tecal and some other small Acco<sup>ts</sup>. I say all Accounts between us are Cleard on Abdul Cauders paying one 100 Rupees which I have Received and all Accounts being Cleard all bonds are Canceled his Bond of Two hundred and fifty tecall being not here but at Madrass I will Deliver to him there and if I cannot find it wherever it is its Canceled and this his Discharge.

Sign<sup>d</sup>.  
VENCATASIA.

Witness

Cuttival yeacobshaw  
Chekacullee Peerchitty

This Bond is Drawn by Joint consent by one  
Pungamamul Vencate Nersue.

RALPHMANSELL *Exa<sup>r</sup>.*

MAYORS COURT  
OF MADRASSPATNAM.

Tuesday the 28<sup>th</sup>. day of August Anno Domini  
1733 Between Vencatashia of Fort St. George  
Mercht. Complainant and Abdull Cadire of  
the Same place Merchant Defendant.

Upon Reading the Plaintiffs Petition and also Translate of a [sic] under the hand of the Defendant dated the 9<sup>th</sup>. day of November 1730 and the Defend<sup>t</sup>. Appearing in Court and Producing a Generall Release under the hand of the Plaintiff dated the 10<sup>th</sup>. day of July Last whereby the Plaintiff had Released to the Defendant all Actions and Demands whatsoever. This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill do stand Dismissed out of this Court and that the Complainant do pay the Costs of this Suite.

¶ CUR

JUNE 19<sup>TH</sup>. 1733.

TO THE HON<sup>BLE</sup>. THE MAY<sup>RS</sup>. COURT  
AT MADRASSPATNAM.

Humbly Complaining sheweth unto this Honourable your Orator Tagappa Chittee of Fort St. George Merchant that John Hunt late of the same place Mariner Intending on a Voyage from this Port to Pegue and back again to this port of Madrass did take up and receive of and from your Orator the sum of three Hundred pagodas to run at respondentia on the Briggantine Brunswick at and for the rate of Sixteen ¶ Cent for the said voyage for securing the repayment of which sum with the respondentia to grow due thereon he the said John Hunt did signe seale and Execute to your Orator one Bond or obligation in the penalty of Six hundred Pag<sup>s</sup>. Bearing date the seventeenth day of May which was in the yeare of our lord 1732 with Condition there under written for making void the same on payment of the sum of three Hundred and forty Eight pagodas being the principal and respondentia of the said bond at or before the Expiration of Twenty one days after the Arrival of the vessel where he has declared the risk in this Road of Madrass as by the said Bond or Obligation and Condition relation being thereunto had may Appear and Your Orator shews that the said John Hunt did remit to Mess<sup>rs</sup>. Abraham and Henry Solomons Merchants Resideing in Madrasspatnam and attorneys of him the said John Hunt a Considerable Sum of Money and did direct them the said Abraham & Henry Solomons to pay your Orator the said principal sum of three Hundred pagodas with the respondentia Amounting in the whole to three Hundred and forty Eight pagodas as by letter under the Hand of the said John Hunt in the Custody of the said Abraham & Henry Solomons or one of them will Appear and your Orator shews that he hath frequently demanded payment of the said sum from the said Abraham and Henry Solomons but they refuse to pay the same to your Orator notwithstanding the positive Order given to them by the said John Hunt as aforesaid to the End therefore that the said Abraham and Henry Solomons may upon their Corporal Oath true and perfect Answer make to all and Every the Matters aforesaid fully and particularly as if the same weare here again repeated and Interrogated and be decreed to pay your Orator the said sum of Three Hundred and forty Eight pagodas and that your Orator may have such further and other relief in the premisses as shall be agreeable to Equity and good Conscience.

JAM<sup>s</sup>. DELIFLE

Att<sup>y</sup>. for the Compl<sup>t</sup>.

SCRAT 3<sup>D</sup>. AUGUST 1733.

The joint and severall answer of Abraham and Henry Salomons of Fort St. George Merchants Defendants to the Bill of Complaint of Tagappa Chittee of Fort St. George aforesaid Merchant Compl<sup>t</sup>.

These Defendants saving and reserving to themselves now and at all times hereafter all and all manner of benefitt and advantage of Exception to Errors Uncertainties untruths and Imperfections in the Complots said bill of Complaint Contained for Answer thereto or to so much thereof as these Defendants are advised doth materially concern these Defend<sup>ts</sup>. to make answer unto they Answer and say they beleive it may be true that at or About the time in the Bill mentioned John Hunt therein Named did take up and receive of and from the Complot. the Sum of three hundred Pag<sup>s</sup>. to run at Respondentia on the Brigantine Brunswick and that such bond was executed by the said John Hunt for securing the repayment thereof as in the Complots Bill is sett forth and these Defendants do admitt that the said John Hunt did some time past send to these Defendants a Bill of Exchange drawn on Samuel Palmer for the sum of six Hundred and Thirty Eight pagodas and that these Defendants have received in part thereof the sum of three hundred and Twenty three Pagodas or thereabouts and these Defend<sup>ts</sup>. say that the said John Hunt did by Letter dated the 1<sup>st</sup>. day of March last past desire (but not direct) these Defendants in Case the said Bill should be paid to discharge the Complots and other Demands in the said Letter particularly mentioned and these Defendants admitt that the Complainant hath demanded payment of the principal and Respondentia due on the Bond so executed to him by the said John Hunt and that these Defendants have and still do refuse to discharge the same as these Defend<sup>ts</sup>. Conceive they lawfully may in regard these Defendants have not sufficient money in their Hands belonging to the said John Hunt for that purpose and these Defendants submitt it to the Judgment of this honorable Court whether the Complot. hath in Equity any Right or pretence to demand the Discharge of the said Bond it being stipulated by the Condition thereof that the principal & Respondentia should become payable Twenty one days after the Arrival of any vessell where on the said John Hunt should declare the Complot. Risque in this Road of Madrass and the said John Hunt not having made any Declaration of the Complots Risque to the knowledge of these Def<sup>ts</sup>. consequently the said Bond is not as yett become payable and these Defendants say they have in their Hands belonging to the said John Hunt the Sum of two hundred ninety Eight pagodas thirty four fanams and thirty Two Cash which sum these Defendants are ready and willing to divide among the severall Creditors of the said John Hunt or to pay the same as this honorable Court shall direct and pray to be hence dismissed with their reasonable Costs in this behalf most wrongfully sustained.

W<sup>m</sup>. TERMIN

*Attrv. for the Defendants.*

Nath<sup>l</sup>. Turner & others Plts.  
John Hunt ... Deft.

TO THE HONOBLE THE MAYORS COURT  
OF MADRASSPATNAM.

The humble Petition of the Plts

SHREWETH

That your petitioners did lend to the Deft severall sums of money at Respondentia on the Brigantine Brunswick & the said Brigantine being returned to this port the principal and Respondentia lent thereon by your petitioners became due and payable and the Defendant having deviated from his intended voyage and the Terms stipulated in the Bonds by him executed to your petitioners and having remitted to his attornies Mess<sup>rs</sup>. Abraham and Henry Salomons a sum of money with Indent as yo<sup>r</sup>. petitioners Apprehend to defraud them of their just Dues your petitioners preferred their Bill in this honorable Court to obtain a satisfaction for their said Demands out of the money remitted to the said Abraham & Henry Salomons.

That severall other Respondentia Creditors of the Def<sup>ts</sup>. have likewise preferred Bills in this Court against the said Abraham and Henry Solomons for recovery of their Debts and your pet<sup>rs</sup>. conceiving that the money so remitted by the Def<sup>t</sup>. ought according to the Custom of India to be divided equally amongst the Defendants Creditors and the said Abraham & Henry Salomons being ready and willing to make a Dividend thereof in order to save the Expences which must necessarily attend a Multiplicity of suits. Your petitioners therefore most humbly pray that the said Abraham and Henry Solomons may be directed to make a Dividend of the money in their Hands belonging to the Def<sup>t</sup>. to and amongst yo<sup>r</sup>. petitioners and the several other Respondentia Creditors of the Def<sup>t</sup>. in proportion to their severall Demands and yo<sup>r</sup>. pet<sup>rs</sup>. shall pray &c<sup>a</sup>.

MAYORS COURT  
OF MADRASSPATNAM.

Tuesday the 28<sup>th</sup>. day of August Anno Domini  
1733 Between Taggappah Chittee of Fort St.  
George Merchant Comp<sup>l</sup>. and Abraham Salo-  
mons attornies of John Hunt Def<sup>t</sup>.

This Cause coming this day to be heard and Debated before this Court in the Presence of the Attorneys on both sides on hearing the Bill and Answer and also two Letters sent to the Defend<sup>ts</sup>. by the said John Hunt Read dated the 1<sup>st</sup>. & 10<sup>th</sup>. day of March last and what was Alledged on either side and due Consideration thereon This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendants do divide and pay the Money in their Hands belonging to the said John Hunt to and Amongst the Pff. John Hammond and Rangapa Chittee as by the said Letters they are Directed in Proportion to their Respective Demands First Deducting the Charges the Plaintiff John Hammond & Rangappa Chittee have been at an Account the several suits Commenced by them against the Defendants in this Court.

TO THE HON<sup>BLE</sup>. THE MAYORS COURT OF  
MADRASSPATNAM.

FEBRY. 6, 1727/8.

HUMBLY COMPLAINING sheweth to this Hon<sup>ble</sup>. Court your orators George Torriano and John Lauder Trustees M<sup>r</sup>. Richard Carter late of this Place merchant that in the year 1725 M<sup>r</sup>. Richard Acton of Fort St. George Borrowed & Receivd of the aforesaid M<sup>r</sup>. Richard Carter the sum of Seven hundred & Twenty Pagodas upon the ship Wynchellsey, the said ship did not goe the Voyage designd but however M<sup>r</sup>. Acton did not Pay the money & take up his Bond and it being now demanded of him he Refuses payment Alledging that thô he gave the Bond yett he never Receivd any Consideration for the Same to Support which allegation he bring no Manner of Prooff in the world but his own care word were as had it been so & he had not Received a Consideration for the same he would doubtless have taken up the Bond & Cancelld it at his Return to this Place before he went the Voyage on the Ship Margaret Ann your Orators being willing to doe things in the most Amicable Manner did Propose to the said M<sup>r</sup>. Rich<sup>d</sup>. Acton that he should lett the money which should be the Amount of this Bond to some Responsible Man in this Place and make Over to your Orators the interest Bond as a Security till such time as Advise could be had from M<sup>r</sup>. Richard Carter to Clear up his affair which your orators did doe nott because they beleive it Apparent he had never Received any Consideration butt because we are willing to give Credit to what M<sup>r</sup>. Acton had told them about the said Affair tho all Appearances were Against the same butt the said M<sup>r</sup>. Acton having refused to give such security or any other butt his own word for the same it makes your Orators the more Apt to beleive the Bond is justly Due or else he would never Refuse to Act in so reasonable a manner for the Pretence of the Difference of the Madrass and Bengall Interest Alledged by him is Triviall because the difference cannot be above 2 or 3 % C<sup>t</sup>. on 700 Pagodas and is less then the Charges this Suit will Amount to espetially Considering that to



secure us should we take his Own word he would be Obliged to keep the money here and therefore your Orators Humbly Pray this Hon<sup>ble</sup>. Court will oblige the said Mr. Richard Acton either to deposite the sum of seven hundred & Twenty Pag<sup>s</sup>. with the Interest Due thereon from the [*lacuna*] of [*lacuna*] 1725 in the Cash of this Hon<sup>ble</sup>. Court for twelve months or such other time more or less as to this Hon<sup>ble</sup>. Court shall think fitt to allow him wherein to make appear how and in what Manner he has discharged the Bond or why he should pay the same or else that he may be obliged to give some Other sufficient security determinable as above at some Certain period of time and in default of such Proof that he may be obliged to pay the same your Orator therefore prays this Hon<sup>ble</sup>. Court that the Defendant Richard Acton may Answer upon his Corporall Oath all the Matters herein stated in such Manner as if they were Repeated and interrogated and particularly may Answer such Questions as your Orator may Choose he may more espetially answer unto and Father Prays a Generall relief touching the Premises.

RALPH MANSELL  
*Attorney for the Complain<sup>t</sup>.*

The answer of Richard Acton of Fort St. George Merchant to the Bill of Compl<sup>t</sup>. of George Torriano & John Lauder of the same place Merchants Trustees to the Estate of Richard Carter.

This Defendant saving to himself all benefit of Exception to the Errors any Imperfections in the said Bill containd for answer thereunto or unto so much thereof as he is advised materially Concerneth this Defendant he this Defendant saith That in the year 1725 he proposed to Richard Carter Merchant then being and Residing in Fort St. George a Voyage to Muscat and Gombroon who approving of the same Did agree to send the Winchelsea a voyage to Muscat and Gombroon with a stock to the Amount of about 45,000 Rupees and that this Defendant should go Supra Cargo of the said ship About which time the said Richard Carter bought Blue Cloth of Sunca Ramah to the Amount of seventeen hundred and Twenty pagodas for which he gave the said Suncaramah a stock note for one Thousand Pagodas thereof and a Respondentia Bond on the Winchelsea for the residue being seven hundred and Twenty Pagodas and afterwards prevaild with this Defendant to take that sum from off his hands who not Doubting of making a good Voyage and in Consideration of the said Richard Cartors concerning him that sum in the Wincheseas Stock he accepted the same by giving the said Richard Carter a Respondentia Bond on the Winchelsea as aforesaid and this Defendant went Down to the Bay where the Winchelsea was to arrive in September in order to prosecute the Intended voyage but it so happened that the said Ship Winchelsea Did not arrive till the March following which being late prevented the prosecution of that voyage where upon this Defendant came up to Madrasspatnam to receive further orders to us being the said vessel when it was agreed to send the said Ship a voyage to the Eastward so that the Defendant went a second time to the Bay in order to proceed in the said ship from thence to the Eastward Consonant to his Instructions but upon the Arrival of Ship Essex receivd positive orders from the said Richard Carter to prepare for Mocha who by the same Conveyance sent a power to his Attorneys at the Bay to dispose of the ship Winchelsea and to Risque his stock on the Margaret Anna to Mocha this Defendant doth over [*sic*] that he never borrowed or receivd of or From the said Richard Carter the Sum of seven hundred and twenty pagodas as sett forth in the Bill of Complaint to this honourable Court but saith that at the request of the said Richard Carter and in consideration of the said Richard Carters concerning him that sum in the Winchelsea Stock he gave him the said Richard Carter a Respondentia Bond for the Amount of seven hundred and Twenty pagodas on the Wynchelsea and upon no other Consideration whatever and whereas the said ship did not proceed the voyage but was sold at Bengal by order of the said Richard Carter as aforesaid and Consequently no Consideration made this Defendant by the said Richard

Carter in lieu of the said Bond wherefore Humbly Conceives that of Course it becomes Nue [*sic*] and said & therefore thought it not adviseable for him to Come into the measures proposed by the plaintiff in giving the Security they Insisted on all which matters & things this Defendant is ready to prove and maintain as this Honourable Court shall award and humbly prays to be hence Dismissed with his reasonable Costs and charges in this behalf most wrongfully sustained.

GEORGE TORRIANO & JOHN LAUDER  
TRUSTEES TO THE ESTATE OF RICHARD  
CARTER DECEASED COMPLAINANTS  
RICHARD ACTON DEFENDANT.

TO THE HONBLE THE MAYOR'S  
COURT AT MADRASSPATNAM.

THE HUMBLE PETITION OF THE DEFENDANT SHEWETH

That in the year 1725 your Petitioner and Richard Carter since Deceased did Agree to send the ship Winchelsea on a voyage to Muscat with a Stock of about forty five Thousand Rupees and that your Petitioner should go Supra Cargoe of the said Ship And the said Richard Carter having purchased of Sunca Rama Blue cloth for the said Voyage to the Amount of one Thousand seven hundred and Twenty Pagodas for securing the Repayment whereof he the said Richard Carter did give to the said Sunca Rama one Stock note for one thousand Pagodas and a Respondentia Bond on said Ship Winchelsea for Seven hundred and twenty Pagodas That Sometime after giving the said Sunca Rama the Respondentia Bond aforesaid by said Richard Carter He the said Richard Carter Proposed to your Petitioner to take the said sum of Seven hundred & twenty Pagodas whereto your Petitioner Agreed and in Consequence that he the said Richard Carter should Concern your Petitioner in the Stock of the said Ship Winchelsea the said sum of seven hundred & twenty Pagodas, did Sign and Execute to the said Richard Carter one Bond for the said sum to Run at Respondentia on the said Ship for the then Intended Voyage. That your Petitioner went down to Bengal in order to provide all things necessary for the prosecution of the said Voyage and at your Petitioner's Departure from this place It was Agreed by your Petitioner and the said Richard Carter that the said ship Winchelsea should be dispatchd so as to Arrive in Bengal in the month of September to proceed on the said Voyage, but the said Ship not arriving there till the Month of March your Petitioner returned to this place when the said Richard Carter and your Petitioner Agreed to send the said Ship a voyage to the Eastward where upon your Petitioner. went again to Bengal in order to proceed from thence in the said Ship on the said last mentioned Voyage Pursuant to the said Agreement That during your Petitioners Residence in Bengall he received orders from the said Richard Carter by the ship Essex not to proceed on the said Voyage to the Eastward but to prepare to go to Mocha and by the same Conveyance the said Richard Carter also Sent Powers to his attorneys then in Bengall to Sell and dispose of the said Ship Winchelsea or the ship Margaret Anne to Mocha which was accordingly Compldy with whereby your petitioner's Bond so as aforesaid executed to the said Richard Carter became void. That your Petitioner having Neglected to take up the said Bond from the said Richard Carter or to procure the same to be Cancelled And the said Richard Carter Since proving Insolvent Mess<sup>rs</sup>. George Torriano and John Lauder who were appointed Trustees of the said Richard Carter's Estate in Trust for his Creditors have some time since preferr'd their Bill in this Honble Court against your Petitioner for recovery of the said Sum of Seven hundred & twenty Pagodas whereto your Petitioner put in his Answer and upon hearing the said Cause this Court were pleasd to Decree that your Petitioner should give security till such time as Advices could be had from Mr. Carter touching the Premises. That in obedience to the said Decree your Petitioner did give security and <sup>the</sup> first Conveyance wrote to the said Richard Carter (who was then Resident at Pegue) requesting him to give this Honble

Court an Account on what Consideration the said Bond was executed by your Petitioner and particularly whether it was not in Consideration of his the said Richard Carters Concerning your Petitioner in the stock of the said Ship Winchelsea and no other but the said Richard Carter Refused to Answer such Letter; which your Petitioner Apprehends to be a Strong Proof of the Truth of his Assertions. And thereupon your Petitioner applyd to this Hoñble Court for a Commission to Examine the said Richard Carter on Oath touching the same which was Granted and sent to Pegue. That the said Richard Carter dying before the Arrival of the said Commission in Pegue, your Petitioner is thereby deprivd of all Benefit which might have Accrued to him from the Evidence of the said Richard Carter. That it being referd to Mess<sup>rs</sup>. Thomas Weston and William Monson to Consider whether the said Richard Carter could Concern your Petitioner in the Stock of the said Ship Margaret Ann they the said Thomas Weston & William Monson did by Award in writing under their hands and seals bearing Date the 16<sup>th</sup> Sept<sup>r</sup>. 1727 Award and determine that the said Richard Carter had no Right or pretensions to Concern or Employ the Effects on Money of your Petitioner on the Ship or Stock of the Margaret Ann to Mocha and the Bond given by your Petitioner to the said Rich<sup>d</sup>. Carter being in Consideration of the said Richard Carter's Concerning your Petiti<sup>r</sup>. in the stock of the Ship Winchelsea, the sum for which such Bond was given and for no other Consideration whatever, and the said Ship being sold by Order of the said Rich<sup>d</sup>. Carter and never proceeding her said Intended Voyage your Petitioner apprehends the said Bond so Executed by him to the said Richard Carter as aforesaid Consequently became void and ought to have been immediatly deliverd up or Cancelld by the said Richard Carter Intender Consideration therefore of the Premises and for as much as it does not Appear from the Books of the Deceased that your Petitioners was no ways Concerned in the Stock of the Ship Margaret Ann as well as that your Petitioner has as aforesaid himself put in practise all possible Endeavours to bring this affair to Light which he hopes will be some proof of the Justice of the Prayer he now addresses That this Hoñble Court will please to Cause the said Cause to be received & give up to your Petitioner the Security now remaining in the Cash of this Hoñble Court and Decree that the Bond now in dispute be deliverd up or Cancelled. And your Petitioner in Duty Bond Shall ever Pray.

MAYORS COURT  
OF MADRASSPATNAM.

Monday the 3<sup>d</sup>. day of September Anno Domini 1733 Between George Torriano and John Lauder Trustees of the Estate of Richard Carter Complainants and Richard Acton of Fort St. George Merch<sup>t</sup>. Defendant.

This Cause coming this day to be heard and Debated before this Court in presence of the Attorneys on both sides on hearing the Bill and Answer and also one Bond Executed by the Plaintiff to Richard Carter for the Sum of seven hundred and twenty Pagodas to run at Respondentia on the Ship Winchelsea Read, and what was alledged on either side and due Consideration thereon and the Defendant making Oath that neither he or any person for him at the time of Executing said Bond or at any time since did Receive from the said Richard Carter the Sum of Seven hundred & twenty Pagodas or any other Sum of Money as a Consideration for his Executing said Bond but that such Bond was Executed on the terms sett forth in his the Deft<sup>s</sup>. Answer and no other. This Court doth think fitt to order and Decree and doth accordingly Order and Decree that the Compl<sup>ts</sup>. Bill do stand Dismissed out of this Court and that the Bond Executed by the Defendant to the said Richard Carter be delivered up by the Complainants to be Cancelled and it is further Orderd that the money deposited by the Defendant in the Cash of this Court be repaid to him.

SEPT<sup>B</sup>. 1. 1733. TO THE HONOBLE THE MAYORS COURT OF MADRASSPATNAM.

Humbly Complaining sheweth to this hoñble Court your Orator Coja Nazar Jacob Jan of Calcutta Merchant that Thomas Harnet late of same place merchant deceased did take up and receive of and from your Orator the sum of Eight

Thousand Rupees Current of Calcutta to run at Respondentia on the Ship Bedford William Wells Master from the Port of Calcutta to the Port of Judda & back again to Madrass at and for the rate or premium of Eighteen <sup>3</sup>/<sub>4</sub> Cent and for securing the repayment of the said sum of Eight thousand Rupees with the Respondentia to grow due thereon he the said Thomas Harnett did by one bond or obligation under his Hand and Seal bearing Date the first day of December 1732 become bound to your Orator in the penal sum of sixteen thousand Rupees with Condition there under written for making void the Same on payment of the sum of nine thousand four hundred and Forty Rupees being the principal & Respondentia of the said Bond twenty one days after the safe arrival of the said Ship Bedford in Madrass as by the said Bond or obligation and Condition relation being there unto had will more fully appear and your orator shews that during the prosecution of the said voyage and before the return to this port of the said Ship Bedford the said Thomas Harnett departed this Life upon whose Death the said William Wells and John Stephenson now residing in Madrass possessed themselves of all and every the Estate and Effects of the said Thomas Harnett to a very considerable amount much more then sufficient to discharge the Debt due to your orator and your shews that the said Ship Bedford arrived Safe in this Road of Madrass whereby the said sum of nine Thousand four hundred and Forty Rupees became due and payable to your Orator According to the Condition of the before ment<sup>d</sup>. Bond and your Orator well hoped to have received the same But now so it is may it please this Hon<sup>ble</sup> Court that the said John Stephenson and William Wells refuse to discharge the Debt due to your Orator from the said Thomas Harnett th<sup>o</sup>. frequently applyed to for that purpose to the end therefore that the said John Stephenson and William Wells may upon their respective Corporeall Oaths true and perfect answer make to all and every the matters aforesaid as fully as if the same were here again repeated and interrogated and particularly that they the said John Stephenson and William Wells may sett forth whether they or one of them have not in their or one of their Hands assetts of the said Thomas Harnett Sufficient to discharge the Debt due from him to your Orator and whether the Name Thomas Harnett sett and subscribed to the Bond herein before mentioned is not the proper Hand writing of him the said Thomas Harnett and that the said John Stephenson and William Wells may be decreed to pay your Orator the said sum of nine Thousand four hundred and Forty Rupees and that your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience.

W<sup>m</sup>. TERMIN  
Attorney for the Compl<sup>t</sup>.

MAYORS COURT  
OF MADRASSPATNAM.

Monday the third day of September Anno Domini 1733 Between Coja Nazar Jacob Jan of Calcutta in Bengall Merchant Compl<sup>t</sup>. and John Stephenson and William Wells Surviving Supra Cargoes of the Ship Bedford Defendants.

Upon Reading the Plt<sup>s</sup>. petition and also one Respondentia Bond under the hand seal of Thomas Harnett late one of the Supra Cargoes of the said Ship Bedford Deceased dated the first day of December 1732 and due proof being made of the Execution of the said Bond and the Defendants Appearing in Court and Acknowledging that they had assetts in their hands of the said Thomas Harnett more than sufficient to satisfye the Plts. Demand this Court doth think fitt to order and Decree and doth Accordingly Order and Decree That the Defendants do pay unto Coja Petrose De Usean Attorney for the Plaintiff the sum of nine thousand four hundred and forty Rupees Current of Calcutta being the Principal and Respon<sup>a</sup>. due on the said Bond to the Pltf. and that on receipt thereof the said Coja Petrose de Usean do Sign and Execute to the Defendant a Bond with Condition to repay so much of the said Sum to the Executors of the said Thomas Harnett as shall make the Plaintiff on an average with the severall other Respondentia Creditors of the said Thomas Harnett on the said Ship Bedford in

Case the Deceaseds Estate shall be insufficient to discharge their whole Demands and it is further ordered that the Plaintiff do pay the Costs of this Suit.

AUG<sup>ST</sup>. 3<sup>D</sup>. 1733.

TO THE HONOBLE THE MAYORS COURT  
OF MADRASSPATNAM.

Humbly complaining sheweth to this hoñoble Court your Orators Periah Woodundee and China Maureapa of Fort St. George Merchants that your Orators did advance and lend to Vedenada and Chinaa Merchants now being and residing in Madrass the Sum of Two hundred and Forty pagodas for securing the repayment whereof they said Videnada and China did make and give to your Orators one Cadjan Note under their Hands and Seals bearing Date the first day of July 1732 thereby promising to repay the said Sum of Two hundred and forty Pagodas with Interest after the rate of nine  $\frac{1}{100}$  Cent  $\frac{1}{100}$  Anñ on or before the last day of January when next ensueing or so soon as the Pegue Ship should arrive as by Translated of the said note ready to be produced as this hoñoble Court shall direct will Appear and your orators shews that they have frequently demand payment of the principall and Interest due on the said note but now so it is may it please this hoñoble Court that the said Vidinada and Chinaa refuse to Satisfy their said Engagement to your orators To the end therefore that the said Vidinada and Chinaa may upon their severall and respective Corporall Oaths true and perfect answer make to all and every the matters above said and be decreed to pay your orators the said sum of two hundred and Forty pagodas with Interest from the Date of the said Note and that your Orators may have such further and other relief in the premisses as shall be agreeable to Equity and good Conscience.

W<sup>M</sup>. TERMIN.

*Att<sup>y</sup>. for the Compl<sup>t</sup>.*

MAYORS COURT  
OF MADRASSPATNAM.

Fryday the 5<sup>th</sup>. day of October Anno Domini 1733  
Between Pesidee Woodundee and Chinnea Maureapah of Fort St. George Merchants Complainants and Vidinada & Chinnea of the same place Merchants Defendants.

Upon Reading the Plaintiffs Petition and also Translate of a Note under the hands of the Defendants Dated the 3<sup>d</sup>. day of July 1732 and the Defendants Appearing in Court and Acknowledging the Execution of the said note and the Justness of the Plaintiffs Demand This Court doth think fitt to order and Decree and doth Accordingly order and Decree that the Defendants do pay unto the Plaintiffs the Sum of Two hundred & fifty pagodas being the Principal money due on the said Note with Interest after the Rate of Eight  $\frac{1}{100}$  Cent  $\frac{1}{100}$  Annum from the date thereof together with his Costs of Suite.

JAN<sup>RY</sup>. 12<sup>TH</sup>. 1730.

TO THE HONOBLE THE MAYORS  
COURT OF MADRASSPATNAM.

Humbly Complaining sheweth to this hoñoble Court your Orator Samuel Hyde of Fort St. George Merchant that your Orator having Sundry dealings Roger Wheatley late of this place Merchant did sometime before he the said Roger Wheatley went from hence make up adjust and settle an Account between them of such their dealings and your orator shews that since the departure of the said Roger Wheatley your Orator hath discovered an Error in the said Account to the prejudice of your orator to the Amount of sixty Pagodas and Thirty two fanams which Sum your orator hath demanded of the said Roger Wheatley but her [*sic*] refuses to pay the same to your orator therefore that the said Roger Wheatley may upon his Corporall Oath true direct and perfect Answer make to all and every the Matters aforesaid and be decreed to pay your Orator the said sum of sixty pagodas and thirty two fanams and that your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity & good Conscience.

W<sup>M</sup>. JERMIN.

*Att<sup>o</sup>. for the Comnl<sup>ts</sup>.*

1732-33-11A

MR. ROGER WHEATLEY.

DR.

To Black and red velvett 21 yds. @ 3 P. ...	63	—	—
To red Camblett ... ..	9	33	—
To ten patch Moorees ... ..	95	—	—
To 2 patch Do. ... ..	20	—	—
To Salampores ... ..	6	—	—
To 2 ps. fine Bettelles ... ..	22	24	—
To 1 ps. Moorees ... ..	6	—	—
To 1 ps. Gingham ... ..	8	—	—
To 1/2 ps. Puduasoy ... ..	7	—	—
To 2 pr. Stockings ... ..	7	—	—
To Cash paid Shoemaker ... ..	2	—	—
To Do. ... Mrs. Horden ... ..	8	—	—
To Do. ... the Taylor ... ..	34	—	—
To Do. ... Mr. Gasceign ... ..	49	18	—
To 2 ps. chints ... ..	8	—	—
To 2 pr. Garters ... ..	3	—	—
To 5 yds. red Cloth ... ..	22	8	—
To Cash paid Watch maker ... ..	1	—	—
To Do. Raganar ... ..	4	—	—
To 7 patch Moorees ... ..	63	—	—
To setting a Diamond Ring ... ..	3	—	—
To Taylor Bill ... ..	7	—	—
To Chints ... No. 1 ... 21 ps. @ 10 pr. ...	210	—	—
To Do. ... 3 90 ... ..	540	—	—
To Do. ... 2 89 7 ... ..	623	—	—
PAGODAS ...	1822	21	—

CR.

By 1/2 Leagr <sup>s</sup> . Batavia Arrack 98.49.			
By 1/4 Leagr <sup>s</sup> . Do. 63.15 $\frac{3}{4}$ @ 19 Ps. $\text{₹}$			
legr. ... ..	1230	9	—
By sugar 4 Canisters gross 1150 Tare 128 Ntt.			
1022 @ 12 $\frac{1}{2}$ $\text{₹}$ Canister ... ..	25	20	—
By Cash paid ... ..	505	32	—
	1761	25	—
By Ballance remaining ... ..	60	32	—

PAGODAS ... 1822 21 —

ERRORS EXCEPTED.

$\text{₹}$  SAMUEL HYDE.

SURAT CORAMME  
JAN<sup>RY</sup>. 3<sup>D</sup>. 1732.

JOHN HAMMOND.

Pleadings in the Mayor's Court, 1732-33

Samuel Hyde Plts.

Roger Wheatley Deft.

24<sup>th</sup>. MARCH 1732.

TO THE HONOBLE THE MAYORS  
COURT OF MADRASSPATNAM.

THE HUMBLE PETITION OF THE PL<sup>r</sup>.

SHEWETH

That Sometime since your Pet<sup>r</sup>. preferred his Bill in this hoñoble Court against the Deft for recovery of a Debt due to your Petitioner from the Defendant whereupon after the usuall process a Warrant of sequestration issued under Seal of this Court directed to the Sheriff of Fort St. George Town of Madrasspatnam & the Districts thereof to levy the Sum of Seventy three Pagodas being the Debts and Costs due to your pet<sup>r</sup>. out of the goods Cattells and Effects of the Defendant. That on the 20<sup>th</sup>. day of this Instant the said Sheriff did make return of the said Warrant of Sequestration and did thereby Certify that he had levied the said Debt & Costs and did pay the same into the Cash of this hoñoble Court and your petitioner apprehending the said money to be the imediate property of your petitioner. Your petitioner therefore most humbly prays that the said Sum of seventy three pagodas may be paid to your Petitioner your pet<sup>r</sup>. being ready and willing to give Security to repay the same in Case the Defendant within the time limited by the Chartor Shall make it Appear that he that Since the Comencem<sup>t</sup>. of the Suit discharged the said Debt and your Petitioner shall pray &c<sup>a</sup>.

TUESDAY the 12<sup>th</sup>. day of Oct<sup>r</sup>. Anno Domini 1733.

Exparte of John Stratton Exed of the last will & Testam<sup>t</sup>. of Samuel Hyde Deceased.

Upon the humble petition of the said John Stratton this day preferred to this Court setting forth that in pursuance of an order of this Court dated the 24<sup>th</sup>. day of March last made in a certain Case wherein the said Samuel Hyde was plt. and Roger Wheatley Defend<sup>t</sup>. the said John Stratton together with the said Samuel Hyde did give Bond to this Court to repay the sum of 60.32 levied out of the Estate of the said Roger Wheatley by virtue of a Warr<sup>t</sup>. of sequestration issuing out of this Court in Case the said Roger Wheatley should within the time limited by the Charter make it Appear that he paid such Since the Commencement of that suit and also sett in forth that the time limited by the Charter making such proof was long since expired and that neither the s<sup>d</sup>. Roger Wheatley or any person from him had appeared for that purpose and therefore praying that he might be at liberty to retain the said Sum as part of his Testators Estate and that and that [*sic*] the Bond executed by him & his s<sup>d</sup>. Testator might be delivered up to be cancelled this Court of the Truth of the allegations in the said petition doth think fitt to order and decree and doth Accordingly order and decree that the said John Stratton be at Liberty to retain the said Sum of 60.32 as part of the Estate of his said Tester without being further accountable to the said Roger wheatley for that Sum and that the Bond entered into by him & his Testator as aforesaid be delivered up to be Canceled.

MAYORS COURT OF      Satturday the 24<sup>th</sup>. day of March Anno Domini 1732  
MADRASSPATNAM.      Between Samuel Hyde of Fort St. George Merchant  
   Complainant and Roger Wheatley Defendant.

Upon Reading the Plaintiffs Petition It is this day ordered that the Sum of seventy three Pagodas Sequestred out of the Defend<sup>t</sup>. Estate at the Suite of the Plaintiff and now Remaining in the Cash of this Court be paid to the Plaintiff on his giving Security to Repend [*sic*] the Sum of Sixty Pagodas and thirty two fanams being the Debt due to the Plaintiff from the Defendant in Case the Defendant shall make it Appear within the time limited by the Charter that he had discharged the said Debt since the Commencement of this suit.

¶ CUR.

OCT<sup>R</sup>. 25<sup>TH</sup>. 1733.

TO THE HONOBLE THE MAYORS  
COURT OF MADRASSPATNAM.

Humbly complaining Sheweth to this hoñoble Court your orator Holland Goddard of Fort St. George Merchant That John Russell Diamond Cutter now being and residing in Madrass did borrow and receive of and from your orator the Sum of six hundred seventy six pag<sup>s</sup>. nine fanams and forty Eight Cash for securing the repayment of which Sum he the said John Russell did give to your orator one note under his hand bearing Date the Sixteenth day of August which was in the year of our Lord 1732 thereby promising to repay to your orator the said Sum of Six hundred Seventy Six pagodas nine fanams & forty Eight cash with Interest after the rate of Eight  $\text{₹}$  Cent  $\text{₹}$  Annum on Demand and as a further Security for Repayment of the said Sum he the said John Russell did by assignment under his Hand bearing date the said Sixteenth day of August assign and make over to your Orator Sundry Jewells and Houses therein particularly mentioned as by the said note and assignment relation being thereunto had will appear and your Orator shews that the said John Russell hath at severall times paid to your Orator the sum of three hundred and Eighty pagodas and twenty Eight fanams in part Satisfaction of the principall and Interest due on the aforesaid Security but now so it is that the said John Russell though frequently solicited by your Orator for that purpose negiects and refuses to discharge the residue of your orators Demand to the End therefore that the said John Russell may upon his Corporeall Oath true and perfect Answer make to all and every the Matters aforesaid and be Decreed to pay your Orator the principall and Interest due on the before mentioned security and that your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience.

W<sup>M</sup>. TERMIN.  
*Attr. for the Compl<sup>t</sup>.*

MAYORS COURT OF  
MADRASSPATNAM.

Tuesday the 20th day of November Anno Domini 1733  
Between Holland Goddard of Fort St. George Merchant  
Compl<sup>t</sup>. and John Russell of the same place Diamond  
Cutter Defendant.

Upon Reading the Plaintiffs Petition and also one promisyary Note and also an assignment under the hand of the Defendant bearing Date Respectively the 16<sup>th</sup>. of August 1732 and the Defend<sup>t</sup>. Appearing in Court and Acknowledging the Execution of the said Note and assignment and the Justness of the Plaintiff Demand this Court doth think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Plaintiff the Sum of three hundred forty three Pagodas seventeen fanams together with his Costs of Suite.

$\text{₹}$  CUR.

NOV<sup>R</sup>. 27<sup>TH</sup>. 1733.

TO THE HONOBLE THE MAYORS COURT  
OF MADRASSPATNAM.

HUMBLY Complaining sheweth to this hoñoble Court your Orator Keshittee Adeapa Narrain of Fort St. George merchant that your Orator hath had sundry Dealings in Trade with Teagapah Comarah Collattee, Collattee and Amboo Collattee Merchants now being and residing in Madrass and in or about the Month of March 1732 your Orator and the said Teagapah, Comrah Collattee, Collattee and Amboo Collattee did adjust and settle an Account between them of such their Dealings on the Ballance whereof there appeared due to your orator the sum of Five hundred twenty Six pagodas three fanams and Sixty cash for securing the payment of which sum to your Orator they the said Teagapah Comrah Collattee,



Collattee and Amboo Collattee did Sign and give to your Orator one Cadjan Note bearing Date the first day of the said Month of March thereby promising to pay your Orator the said Sum of Five hundred Twenty Six pagodas three fanams and sixty Cash with Interest after the rate of nine  $\text{₹}$  Cent  $\text{₹}$  annum on Demand as by translate of the said note will appear and your Orator shews that he hath frequently applyed to the said Teagapah Comrah Collattee, Collattee and Amboo Collattee for discharge of the said Debt but hither to without Effect. To the End therefore that the said Teagapah Comrah Collattee, Collattee and Amboo Collattee may upon their respective Corporall Oaths true and perfect Answer make to all and every the Matters afores<sup>d</sup>. and be decreed to pay your Orator the said Sum of five hundred Twenty six pag<sup>s</sup>. three fanams and Sixty Cash with Interest from the Date of the said note and that your Orator may have such further and other Relief in the Pr<sup>o</sup>cesses. as shall be agreeable to Equity and good Conscience.

W<sup>m</sup>. JERMIN.  
Att. for the Compl<sup>t</sup>.

MAYORS COURT OF Fryday the 14<sup>th</sup>. day of December Anno Domini 1733  
MADRASSPATNAM. Between Keshittee Adeapa Narrain of Fort St. George  
Merchant Compl<sup>t</sup>. and Teagapah Comraa Collattee and  
Amboo Collattee of the same place Merchant Defendants.

Upon Reading the Plaintiffs Petition and also Translate of a Note signed by the Defendants Dated the 1<sup>st</sup>. day of March 1732, and the Defendants being present in Court and acknowledging the Execution of the said note and the Justness of the Plaintiffs Demand. This Court doth think fitt to order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Plaintiff the Sum of Five hundred twenty Six Pagodas three fanams and Sixty Cash being the Principal money due on the said note with Interest after the Rate of Eight  $\text{₹}$  Cent  $\text{₹}$  annum from the Date thereof together with his Cost of Suite.

$\text{₹}$  CUR.

OCT<sup>r</sup>. 26<sup>th</sup>. 1733.

TO THE HONOBLE MAYORS COURT  
AT MADRASSPATNAM.

HUMBLY Complaining sheweth unto this Hon<sup>ble</sup>. Court your Oratrix Vishanadah Rautica that in the Month of June last in the year of our Lord one thousand Seven hundred and thirty three your Oratrix prefered her Bill of Complaint against Bissavaram Venganah praying payment of Two Bonds principal and Interest amounting to the Sum of five hundred and Twenty one Pagodas and your Oratrix acknowledged at the same time to have received of the said Bissavaram Venganah Some Jewells sealed up which your Oratrix prayed might be Sold and that the money arriseing from such sale might be applied [*sic*] towards the discharge of the aforesaid debt and that in Case the Jewels did not amount to the aforesaid Debt that the said Bissavaram Venganah should make up what became deficient and your Oratrix Sheweth that According to the Decree of this Hon<sup>ble</sup>. Court the said Jewells were exposed to Publick Sale and Sold but the money arriseing from the sale thereof not amounting to more than three hundred and Seventy two Pagodas one half so that there is still remaining due unto your Oratrix the Sum of one hundred and fourty Eight Pagodas and Eighteen fanams which your Oratrix has after times on a friendly manner demanded of the said Bissavara Vanganah but hitherto without Effect. To the End therefore that the said Bissavaram Venganah may upon his Corporal Oath true direct and perfect answer make to all and Singular the premisses as fully and Effectually as if the Same were here again repeated and interrogated and that your Oratrix may have Such further and other relief herein as may be agreeable to Equity and good Conscience.

MATHIAS COURTS.  
Attrv. for the Compl<sup>t</sup>

To ALL to whom this present Writing of Award shall come I John Stratton of Fort St. George Merchant send Greeting. WHEREAS Differences have arisen and are depending between Buggaverim Vengana of Fort St. George aforesaid Merchant and Rassica of the Same place widow for the composing and final ending whereof they the said Buggaverim Vengana and Rassica have Agreed to stand to and perform the Award and Determination of me the said John Stratton Arbitrator indifferently elected and named between the said parties to Award order judge and determine of and concerning all manner of Actions and Causes of Action Suits Accounts Bills Bonds Damages and Demands between them now know yea [*sic*] that I the said John Stratton having taken upon me the Burthen [*sic*] of the said award and fully heard and Examined the said parties in difference and duely Considered thereon do make and declare this my Award between them as followeth viz<sup>t</sup>. First I award an order that the said Buggaverim Vengana do pay to the said Rassica the sum of four hundred and five pagodas Current of Madrass and the better to enable the said Buggaverim Vengana to pay the said sum I do further award & order that the Bulse of Rubies deposited by the said Buggaverim Vengana in the Hand of the said Rassica be forthwith sold by Publick outcry at the Sea Gate (Unless the s<sup>d</sup>. parties shall otherwise agree for the Disposall thereof) and in Case the said Rubies when sold shall not produce the said sum of four hundred and five Pag<sup>s</sup>. then I do Award that such Deficiency be immediately made good and paid by the said Buggaverim Vengana to the said Rassica which sum of four hundred and five Pag<sup>s</sup>. being raised and paid as aforesaid I award shall be in full Satisfaction and discharge of all Actions and Suits and Causes thereof Bills Bonds Accounts Reckonings Claims and Demands whatsoever between the said parties to the day of the Date of these presents and that the said Rassica shall Accept thereof accordingly and lastly I award that the said Sum of four hundred and five Pagodas being paid as aforesaid they the said parties shall Execute and deliver to each other respectively a Sufficient Release and discharge of and from all Actions and Suits and Causes thereof Bills Bonds Accounts Reckonings Claims and Demands. whatsoever in Law and Equity Between the said parties from the begining of the World to the Date of these present IN WITNESS whereof I have hereunto sett my Hand and Seal in Fort St. George this Twelfth day of May Anno Domini 1733.

JOHN STRATTON.

MAYORS COURT OF Fryday the 14<sup>th</sup>. day of December Anno Domini 1733  
MADRASSPATNAM. Between Vishsanada Ratica of Fort St. George Widow  
Complainant & Buggaverim Vengana of the same place  
Merchant Defendant.

Upon Reading the Plffs. Petition and also an Award under the hand of John Stratton arbitrator Indifferently [*sic*] chosen to Determine Sundry Dispute depending Between the Plaintiff [*sic*] and Defendant whereby it Appeared that the Defend<sup>t</sup>. was Directed to pay the Plff. the Sum of Four hundred and five Pag<sup>s</sup>. and the Plaintiff Admitting by is [*sic*] bill to have Received three hundred Seventy two Pagodas in part of Such Sum so that there Remained due to the Plaintiff from the Defendant only the Sum of thirty three Pagodas and the Defendant Appearing by his attorney and offering to pay the said Sum this Court doth think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Plff. the Sum of thirty three Pagodas being the Ballance Remain<sup>g</sup>. due on the said Award.

¶ CUR.

PROCEEDINGS against Ram Chendru touching his Misbehaviour and Contempt on his Examination as a Witness in a Certain Cause wherein Poncala Kistna was Plff. and Deveroy Defendant.

RAM CHENDRU Sworn on the Part of the Plaintiff saith That he never paid the sum of Pagodas 1000 to Moodue on any Account neither doth he knew that Deveroy was Concerned with the Complt Poncala Kistna in any Purchase of Corall.

1732/33  
MARCH 3.

5<sup>TH</sup>.

Translate of Accounts of Corral Produced and Ram Chendru being asked by the Court if he knew the Purport of said Accounts Declares that he kept the Accounts of Corall whereof these are the Translates also Poncala Kistna's other Accounts for 8 years past.

It appearing from the above Declaration of Ram Chendru That he had Imposed on the Court in a most notoriess [sic] manner by insisting That he kept the Account of Corall in Partnership when it Appears upon Reading the Proceedings of the Last Court Day that he then made Oath that he did not know that the Defendant was concerned with the Complainant in the purchase of any Corall.

Ordered That the said Ram Chendru for such Offence be Immediately taken unto Custody and there to Remain till he can find sufficient Security in the Sum of Pagodas 500 to Appear before this Court at any time within One month from this Date if they should think proper to Demand him.

Permaul Moodelaire becomes his Security.

25<sup>TH</sup>.

Ordered That Ram Chendru attend this Court on Fryday next.

1733  
MARCH  
30<sup>TH</sup>.

Then the Court Resumed the Consideration of the Misbehaviour and Contempt offered to this Court by Ram Chendru and the Proceedings of this Court that Related thereto were again Read and the matter upon the whole being Debated and Maturely Considered

It is Ordered by this Court that for such his Offence the said Ram Chendru be fined the sum of Pagodas 50 and that he be taken into Custody till he shall pay the same.

Permaul is Discharged from his Bail.

APRIL 6<sup>TH</sup>.

An order of the Court of Appeals for Admitting Ram Chendru to Bail Read Dated the 31st March 1733.

A Letter from the Court of Appeals Read Dated 1<sup>st</sup>. April 1733.

Ordered that both these Papers be Entered hereafter.

The Sheriff being sent for Attends the Court whereupon.

The Court Telling him that they had committed Ram Chendru on Fryday last ask of him whether he had released the said Ram Chendru.

The Sheriff answers he had no warrant from the Court.

The Court ask of the Sheriff By what Authority he did Release the said Ram Chendru.

The Sheriff answers he had no Warrant to detain him nor any notice of his Commitment.

The Court ask of the Sheriff whether he had any Orders from a Superior Court to Release the said Ram Chendru.

The Sheriff Answers he had from the Court of Appeals.

The Court desire the Sheriff to produce his Warrant or Order.

The Sheriff Answers he would send for it, which he does and produces it to the Court.

The Court desire of the Sheriff a Copy of the said Paper.

The Sheriff Answers he believes it not regular to deliver a Copy thereof but apprehends the Court of Appeals will not refuse it.

The Court require of the Sheriff a Copy to be delivered.

The Sheriff Answers he cant regularly deliver a Copy without the order of the Court of Appeals.

The Court desire the Sheriff to Deliver said Paper to the Register to be Read, which he delivers Accordingly.

Warrant from the Court of Appeals to the Sheriff Dated the 31<sup>st</sup>. March last read and returned again to the Sheriff.

The Court Demand of the Sheriff what he had done with the said Ram Chendru upon it.

The Sheriff Answers that he had admitted him to Bail as directed by his Warrant.

The Court ask of the Sheriff by whom the said Ram Chendru was admitted to Bail.

The Sheriff Answers by Major Roach and that one of the Bail was then present in Court.

The Court ask of the Sheriff how he come to Admitt the said Ram Chendru to Bail without Acquainting the Court therewith.

The Sheriff Answers he had a Warrant from the Court of Appeals for so doeing and directing his Discourse to the Mayor Says, Sir you may remember I told you of it and desired that he might be admitted to Bail.

The Court ask of the Sheriff whether he was not acquainted that the said Ram Chendru was a Prisoner committed by this Court.

The Sheriff Answers he was not acquainted with it from the Court at all.

The Court ask of the Sheriff whether when he Demanded the Prison keys of the Jaylor, the Jaylor did not Acquaint him that the said Ram Chendru was Committed by the Court.

The Sheriff Answers the Jaylor told him that Such a Man had been in the Custody of his (the Sheriffs officer) and afterwards putt into Prison. The Sheriff says further he did not ask the Jaylor whether it was by order of Court.

The Court tell the Sheriff that at first he had said he took the Party out of Prison because he had no warrant to Committ him and ask of him If he did not know that being Committed by the Court he was as much a Prisoner legally as if imprisoned by warrant of Commitment.

The Sheriff Answers he Apprehends all Persons Committed are his Prisoners and that he ought to have notice of their Commitment, which he had not.

The Court then tell the Sheriff That they are of Opinion it is no good Excuse from him to say he had no Notice about this Man because being a servant of the Court he ought to give his attendance duely there however as he was not present they Conceive that the Jaylor's informing him that Ram Chendru was committed by order of Court was giving him Sufficient Notice.

The Sheriff desires to know whose Servant the Jaylor is.

Whereupon The Court tell the Sheriff that they think it needless to Answer that Question because by his Demanding and taking away the Prison keys from the Jaylor they Immagine he supposed the Jaylor to be his Servant.

The Court will take into Consideration the Papers received from the Court of Appeal relating to Ram Chendru and appoint a Committee of the whole Bench to Meet to Morrow Evening for that purpose.

COURT OF APPEALS      This 31<sup>st</sup>. March 1733 a Petition of Appeal was read from  
IN FORT ST. GEORGE.      Ramah Chendru praying to be released from a fine imposed on him by the Honoble Mayors Court of Fifty Pagodas for Prevaricating with them and it Appearing from the Examination of the Register of the Mayors Court sheriff officer and Goaler [*sic*] that he was Actually in Prison for such fine tho he had offered Sufficient Bail

for payment of the same if confirmed by the Court. This Court did think fitt to order and decree and do accordingly order and decree That the said Ram Chendru be immediately admitted to Bail on giving Security of Fifty pagodas till the further examination of the Meritts of this Cause which it is ordered shall be on Tuesday next.

By the Court

GEORGE TORRIANO.  
*Cl. Co. App<sup>ls</sup>.*

TO THE HON<sup>BLE</sup> THE MAYORS COURT  
OF MADRASSPATNAM.

GENTLEMEN,

You have already been appraised by the Decree I yesterday delivered you by order of the Honoble Court of Appeals that Ramah Chendru had Appealed to them to be relieved from a fine you had decreed him to pay and I do by direction from the said Honoble Court now lay before you a Copy of the said Petition That if there be any fact therein unfairly stated or any of the proceedings of your Court falsely or erroneously laid down you may disprove the same and I am further directed to tell you that the said Honoble Court of Appeals have appointed Tuesday the 3<sup>d</sup>. of this Instant for determining this Case at which time if you will lay before them the reasons of your decree above mentioned they will receive the same otherwise they will proceed on the petition. I am

GENTLEMEN,

Y<sup>r</sup>. most obedient serv<sup>t</sup>.

FORT ST. GEORGE  
APRIL 1<sup>ST</sup>. 1733.

GEORGE TORRIANO.  
*Cl. Co. App<sup>ls</sup>.*

TO THE HON<sup>BLE</sup>. GEORGE MORTON PITT ESQ<sup>R</sup>.  
PRESIDENT & GOVERNOUR & C<sup>A</sup>. COUNCIL  
OF FORT ST. GEORGE.

THE HUMBLE PETITION AND APPEAL OF RAM CHUNDRA OF THE SAID  
PLACE MERCHANT

SHEWETH

That Poncala Kistna Deceased did sometime past preferr his Bill in the Honoble the Mayors Court against Daveroy for recovery of the sum of 2200 Pagodas due to him the said Poncala Kistna on the Mortgage of Severall Houses and Gardens belonging to said Daveroy, To which Bill the Defendant putt in an Answer thereby alledging that 1000 Pagodas part of the Debt Claimed by Poncala Kistna was received from him on Account this the said Daveroys Concern in Corall with the said Poncala Kistna.

That the said Cause coming to be heard before the Mayors Court the Court did among other persons examine your Petitioner and did ask your Petitioner whether the said Daveroy was concerned with the said Poncala Kistna in the Purchase of any Corall whereto your Petitioner replied he knew not that the said Daveroy was Concerned with Poncala Kistna in the Purchase of any Corall.

That your Petitioner in his Return home meeting with some of the persons who were Concerned with Poncala Kistna in Corall asked them if they knew whether Daveroy was Concerned with them therein and being Answered in the affirmative your Petitioner did examine several Cadjans and among others found the said Account of Daveroys Concern in Corall to be of your Petitioners hand Writing which

Accounts your Petitioner did Cause to be translated and Did produce the same before the Mayors on the next Day when the Court asked your Petitioner whether he knew the Purport of the said Accounts whereto your Petitioner replied he Did and that the Original thereof were wrote by your Petitioner which Answer Seeming Contradictory to the Evidence given by your Petitioner the Preceding Court Day the Court without further enquiry or permitting your Petitioner to explain such seeming Contradiction did order your Petitioner to be taken into Custody till he had given 500 Pagodas Security for his appearance at Court which order was Complied with by your Petitioner though he then thought the same illegal for the reasons that your Petitioner will sett forth in the sequel of this Petition.

Your Petitioner further shews that in Compliance with the Security so given he did attend the Hoñoble the Mayors Court several times and particularly the 30<sup>th</sup>. Instant when the said Hoñoble Mayors Court Did order your Petitioner to Pay the Sum of 50 Pagodas as a fine for having Prevaricated with the said Court.

That your Petitioner thinking himself no way Culpable did not Comply with the Payment but offered Bail of three severall Substantial Persons for the Payment if it should be adjudged Equitable by this Hoñoble Court which was rejected by the Hoñoble the Mayors Court and your Petitioner taken into Custody of the Serjeant of the said Court.

That your Petitioner being a renter of one of the most Considerable of the Hoñoble Companys farms did think it proper to acquaint the Hoñoble Resident with these Proceedings who was pleased to send to the Mayor offering Bail for your Petitioner which was likewise refused and your Petitioner not having Complied with the said order is now Actually in Prison for the same.

Your Petitioner having now stated his Case begs Leave to lay before this Hoñoble Court the reason why he apprehends the taking the said Security and imposing the said fine to be illegal and unwarrantable and for his requesting relief from the same which are as follows.

First for that the intent and meaning of the said Court by asking your Petitioner if there had been any Dealings in Corall between Daveroy and Poncala Kistna could be only in favour of Daveroy and the producing such Accounts must therefore make for him and therefore your Petitioner would never have produced the same had he Designed to Impose on the Court.

Secondly for that the answer given by your Petitioner the first Day in all Equitable Constructions must be understood to be given to the best of his memory and the Purchase of Corall being eight years before when your Petitioner was no way concerned in Business it is very reasonable to beleive such Transaction had slipt his memory especially since on finding the said accounts afterwards (which he did not Do till instructed by the Corall Merchants where to look for them) your Petitioner Did himself Carry the same to the said Court.

Thirdly for that though your Petitioner had been guilty of such Prevarication he doth not apprehend the Security he was obligd to give was at all equitable Since as all securitys are to oblige the Party not to abscond the sum of five hundred Pagodas which your Petitioner was obliged to find Bail on was vastly greater then he ought to have given, especially Considering it was Seven of the Clock at Night when it was orderd and your petitioner was to be taken into Custody if he had not given it.

Fourthly for that the Sum of Fifty Pagodas in which your Petitioner has been fined is Equall to what the Law has provided for a Willfull and Corrupt Perjury fairly proved which your Petitioner apprehends requires a much Severer Punishment than a base Prevarication had such been with the Court.

Lastly for that your Petitioner is advised tho there is a Power in the Hoñoble the Mayors Court to fine Deliquents [*sic*] for Misbehaviour yett it is not to be done till an Account has been given in Writing of the Particulars in which he is faulty and time given him to make his Defence which your Petitioner begs Leave to shew to

this Hoñoble Court was so farr from being the Case that the said Hoñoble Mayors Court did not so much as ask your Petitioner if he had any thing to say in his Defence but proceeded Directly to Impose the fine.

Wherefore and for the reasons aforesaid your Petitioner Appeals from the said Judgment Decree and sentence of the said Hoñoble the Mayors Court to this Hoñoble Court and Humbly Prays such relief the Premisses as to this Hoñoble Court shall seem meet and your Petitioner shall ever Pray &c<sup>a</sup>.

A true Copy.

GEORGE TORRIANO.  
Cl. Co. app<sup>ls</sup>.

APRIL 13<sup>th</sup> A LETTER TO THE COURT OF APPEALS FROM THIS COURT. Dated the 7<sup>th</sup>. April 1733 Read.

TO THE HONOBLE THE COURT OF APPEALS  
IN MADRASSPATNAM.

We are to acknowledge the receipt of two Papers sent down to the Mayors Court from the Honoble Court of Appeals the one dated on Saturday last the 31<sup>st</sup>. of March 1733 being an order and Decree directing us Immediately to admitt to Bail Ram Chundra then a prisoner by order of our Court for non payment of a fine Imposed on him and the other Dated on Sunday the first day of this month being a Letter from M<sup>r</sup>. George Torriano Clerk of your Court accompanying Copy of a Petition of Appeal Lodged with you by the said Ram Chendru and notifying to us to lay before you the proceedings of our Court that relate to this Case and our Reasons for the same.

We shall on all Occasions Express our great Deference to the Hoñoble Court of Appeals but as we could not regularly proceed on this matter till wee mett According to the time of the Adjournment of our Court which was yesterday so we Could not sooner offer any thing to your [*sic*] Concerning it.

The first of these Papers requires no Answer here on Account of the measures you have been pleased since to take concerning that part of the affair but with respect to the Latter we say, that having Consulted proper Authorities of Books which have been sent hither for the direction of both Courts and which if Desired we shall Cause to be Laid before you and having also Maturely Considered and debated on the whole of it we have Unanimously Concluded that this Matter cannot properly be brot before you by an Appeal and that this Court ought not to lay before you the Proceedings therein (which however the Party can at any time have from our Records a Copy of) or to give you any Reasons for the same or any further or other answer thereupon so as to make this Court in any wise become Respondents to the said Petition of Appeal to your Court.

TOWN HALL IN FORT S<sup>t</sup>. GEORGE  
SATURDAY APRIL THE 7<sup>TH</sup>. 1733.

Signed by order of the Hoñoble  
Mayors Court of Madrasspatnam.

APRIL 20<sup>th</sup> Thomas Tipping and Thomas Pelling officers of this Court being called upon to give an Account of such Passages in Ram Chundraois Case wherein they themselves are Concerned now severally Deliver in a Declaration which they Attest upon Oath in the presence of the Court.

Whereupon the Bench Requested the Mayor that he would lay before the Court an Account in writing of such other Passages Concerning the said affair as had come within his knowledge and its

Ordered that the two Declarations before mentioned be Enterd of Record.

Ordered that the Sheriff do give his attendance the next Court Day.

ON SATURDAY THE 31<sup>ST</sup>. OF MARCH 1733.

RAM CHENDRU was Declared by Thomas Pelling Court Serjeant to my servant Chine Pia between the hours of Eight and nine in the forenoon about ten o'Clock a Peon came to my house and told me the Governour wanted me I Immediately went to the Gardens where I was called for before the Councill board, the Governour askt me if I had Ram Chendru in Prison and if I knew such a Man I answered yea, he again askt me if I had any written orders I answered no but the Court Serjeant had delivered him to my servant by an order of the Court, then the Governour askt me if I had any order from the Sheriff I replied no about three in the afternoon Mr. Francis Rous sent for me and askt me if I had Ram Chendru in Prison I replied yes, he said he must have him out, I answered I could not lett him go without the Mayors Orders, he replied that the Prisons were under his Care and he would have him so I took my leave and Came home about five oClock Thomas Pelling came to me in Mr. Rous name and Demanded the keys of the Prison which I refused to deliver but went to Mr. Rous into the Fort where he Demanded the keys which I refused to give him and told him if the Governour would please to send for them I would Deliver them about half an hour after Mr. Rous sent a Peon to Call me to the Town Hall where he again Demanded the keys and the Prisoner of me w<sup>ch</sup>. I again refused to Deliver but answered him if he had a mind to take him by force he might so be turning himself about see may [*sic*] servant and said Sairah go open the Door so followed my servant and called the Prisoner out by Name and bid him come along with him, he likewise shewed me a Paper which he said was his Warrant for so doing. This I am ready to give my Oath to the best of my knowledge.

THOMAS TIPPING.

JUR IN CUR  
APRIL 20<sup>TH</sup>. 1733.

FORT ST. GEORGE SATURDAY MARCH THE 31<sup>ST</sup>. 1733.

A MEMORANDUM of my being sent for by the Honourable Governour &c<sup>a</sup>. Councill about nine or ten o'Clock in the morning I was sent for when the Hoñble Board was sett the first Question I was asked if I knew anything of one Ram Chendru I answered yes, I was asked again whether I was the Person that Committed him to the Marshalls Charge I made Answer yes, again I was asked by the Gov<sup>r</sup>. by what authority I committed him to the Prison keeper to take Charge of him I replied by an order made by the Mayors Court I was asked again whether I had any written Warrant for the takeing and Committing of him I answered no again I was asked what time it was that I first took him into Custody I answered to the best of my knowledge not being at Court and being informed by my Partner it was about twelve oClock the day before Just as the Court broke up I was asked again what time it was that I committed him into the Marshalls Charge I answered about Eight o'Clock this morning I was asked again whether I had had him in charge ever since I first took him Prisoner till the time I committed him I made answer yes which Answer I made as supposing my partner who take care of him at first and was at the time of my Examination absent upon some business I had had him in Charge all along.

In the Evening I was sent for by the Sheriff and he asked me if I knew any thing of one Ram Chendru being putt in prison I answered yes further he asked by whose Authority I said an order made by the Mayors Court with that the Sheriff gave me a strict order to go and Demand him of the Marshall telling me that I was not to committ any one under the Marshalls Charge without a special Warrant given from under his hand I went to Demand the Prisoner and in the Interim the Mayor and Marshall was both of them Coming down the TOWN HALL



Stairs and to the best of my memory the Mayor said to me well or something to that purpose I spoke that I was come to Demand the Prisoner but whether the Marshall [*sic*] strict orders not to deliver him till such time he had been riding with the Governour than he should hear further I went and acquainted the Sheriff and he Immediately ordered me to go and Demand of the Marshall the Prison keys he denied the delivery of them to me till he spoke to the Sheriff the Same Evening the Sheriff happened to see me standing at the Gardens, telling me to go to his house and told me Ram Chendru was there only to give an eye over him till he come back and to the best of my knowledge he said he should be admitted to Bail about seven the same Evening the Mayor sent for a Court Serjant with that I was obliged to leave with one of the Sheriffs Peons I mett w<sup>th</sup> the Sheriffs by the way and I told him the Mayor had sent for one of us and that I had left him with one of his Peons.

JUR IN CUR  
APRIL 20<sup>TH</sup>. 1733.

THOMAS PELLING.

APRIL 27<sup>TH</sup>. Francis Rous Esq<sup>r</sup>. Sheriff attends the Court agreeable to an order of the last Court Day.

The Court desire to know of the Sheriff whether he had produced any further in the Case of Ram Chendru since he was last Interrogated by the Court on that Matter.

The Sheriff answers that he had no orders.

The Court ask of the Sheriff from whom he meant he had no orders.

The Sheriff answer from any Body from the other Court.

Ordered that the Register do wait on the Clerk of the Court of Appeals to know what further had been done Relating to Ram Chendru.

MAY Y<sup>E</sup>  
8<sup>TH</sup>.

The Register acquaints the Court that he had waited on Mr. Torriano Clerk of the Court of Appeals agreeable to an order of the 27<sup>th</sup>. of last month either on that or the next Day concerning the affair of Ram Chendru and that Mr. Torriano then informed the Register he would Deliver him a Copy of the Resolutions of the Court of Appeals in that Case but Mr. Torriano having omitted to deliver such Copy the Register went to him yesterday to ask for the same when Mr. Torriano desired him to Deliver the following Message to the Court. That he had delivered a Copy of the Resolutions of the Court of Appeals to Ram Chendru according to his Instructions but as he had no orders to send a Copy thereof to the Mayors Court he could not deliver one to the Register.

Saturday the 31<sup>st</sup>. day of March 1733 between the hours of nine and Ten in the forenoon I was sent for to the Companys Garden to attend the Court of Appeals and in obedience to such message I went to the Gardens and the Court being Satt I was Called for and upon my coming into Court the Presid<sup>t</sup>. Acquainted me that Ram Chendru had Appealed from a Decree of the Mayors Court whereby a fine of Fifty Pagodas had been Imposed on him and Demanded whether I had any answer to make thereto I Replied I could not make any Answer to the said Petition. The President then askd me if I knew whether Ram Chendru was Imprisoned for the fine I answered I believe he might. The President then asked why the Mayors Court refused to admitt Ram Chendru to Bail whereto I replied. I was directed to Request that whatever Questions the Court had to ask concerning Ram Chendru might be delivered in Writing and the Mayors Court would return answers thereto in the same manner being further examined by the President on what pretence I refused to deliver the Records of the Mayors Court in this affair to their Register I answered that I was directed not to deliver the Minutes of Court untill they had been first Read in and Approved by the Mayors Court whereupon the President or one of the Councill Replied thus, Why then the Minutes are not Records of Court to which I answered That they were Records but that it was not the Practice of the Court to deliver Copys thereof till they had been drawn up fair and Approved by the Court the next time of their meeting which would be the Next Fryday following (being the 6<sup>th</sup>. of April) afterwards I was told that I might withdraw which I did Accordingly.

JUR IN CUR

MAY 22<sup>D</sup>. 1733.

Ram Chendru attends in Court.

The Court ask of him whether he has paid the fine of 50 Pagodas.

Answer not yett.

The Court ask of him whether the fine had been Demanded of him by any Body

Answer not yett.

The Court ask of him whether Mr. Torriano had delivered him any Paper.

Answers yes Mr. Torriano sent one to him about twenty Days ago by a Peon.

The Court ask of him whether he had gott that Paper with or about him.

Answers no 'twas at Home.

The Mayor delivers in the Declaration Requested of him by the Court on the 20<sup>th</sup>. of April last which he has been prevented from doing sooner and attests the same on Oath administred to him in the presence of the Court by Mr. John Powney the Senior Alderman.

JUNE  
5<sup>TH</sup>.JUNE Y<sup>E</sup>.  
8<sup>TH</sup>.

Mess<sup>rs</sup>. Powney and Naish from the Bench confirm that part of the said Declaration where their Names are Mentioned and declare the same to be true in totidem verbis.

Ordered that the said Declaration be Entered of Record together with the Copy of the Petition of Appeal of Ram Chendru.

The Court finding by the Registers Report on the 8<sup>th</sup>. ultimo and by the Evasive Answer of Ram Chendru the 5<sup>th</sup>. Instant that they are not like to learn any Resolutions taken in the Case by the Honoble the Court of Appeals later than their Order and Decree of the 31<sup>st</sup>. March which was only for admitting Ram Chendru to Bail and their Warrant directed to the Sheriff Instantly to take him out of prison for that purpose as he has hitherto so continued without any Satisfaction given to the Court and having now got what other Light into the matter they can Expect. It is Ordered that the Register do Collate the proceedings therein from the beginning as they stand upon our Records and lay the same before the Court as soon as may be.

Ram Chendru being by order of the Mayors Court to be Committed till he should pay a fine of Fifty Pagodas then laid on him Applied himself to me after the Court broke up for Liberty to go about the Town in order to raise the money which I Acquiesced with giving him in Charge of William Hathaway one of the officers of this Court.

FRIDAY  
MARCH  
30<sup>TH</sup>.

The same day about two o clock in the afternoon the said Hathaway brought me a note from Mr. Niel Campbell one of our Members the Contents of which are as follows.

M<sup>r</sup>. PARKES.

SIR

The Governour having a Complaint from Ramah Chendru that he had been fined by the Court and was obliged to go to prison till he paid it desired me to let you know that he would find People to be Bail for him.

I am

SIR

Your most Humble servant

NIEL CAMPBELL.

Upon receiving which note I told Hathaway that he might let Ramah Chendru go home.

In the evening of the same day between the hours of four and five Mr. George Torriano came to me and said " he was directed by the Governour to come to me to know if I had admitted Ram Chendru to Bail to which I answered that nobody had offered themselves to me for to Bail him he told me next that Ram Chendru had lodged a Petition of Appeal and asked me who was to Answer it " together with several other questions in relation to this Case which he said were by direction of the Governour to which I returned a generall Answer that I would not intermeddle one way or other in the Matter but by the direction of the Court which was adjourned to Friday next "whereupon he replied " the Governour would not let it lie undetermined so long because it touched his Authority which I knew was a very nice point.

SATURDAY  
MARCH  
31<sup>ST</sup>.

About Eight in the morning Thomas Pelling another Officer of this Court brought Ram Chendru to me he having not paid the fine hitherto whereupon I sent to Mess<sup>rs</sup>. Powney and Naish two of our Members who being come I asked Ram Chendru before them " why he had not paid the money " his Answer was (as Interpreted) that he had not got it yet, but would get it ready in two or three days time " on which I reminded him of the order of the Court which Expressly directed that he be Imprisoned till he should pay it and represented to him further that " this order could not be any longer dispensed with by Suffering him to go at large as he had hitherto done but that he must be forthwith put into prison unless he paid it upon this he whispered one of his Attendants and sent him away Captain Powney soon after offered to lend Ram Chendru the money upon his note to which he replied as (Interpreted) that " he had sent already to a Shroff for it " he was thereupon ordered to be put into prison till the Money should be forthcoming on which Captain Powney Received his offer of advancing the Money for him which he seemed then so inclinable to Accept that Captain Powney afterwards told me Ram Chendru went with him to his house and let him count the money to him and write out the note for it thought at last he (Ram Chendru) told him he could not take it upon which he was put into the Court Prison.

SATURDAY  
MARCH  
31<sup>ST</sup>.

The same day at past eleven a Clock in the Forenoon Mr. Torriano brought me the Decree of the Court of appeals Dated this day.

I told him that I could not Act in the matter of myself but that I would desire the Gentlemen of the Court to meet in the evening upon the occasion he replied that " the Court of Appeals were then waiting for an Answer which he must therefore have immediately " Accordingly I sent to call such of the Gentlemen Members of this Court who were in the Town directly to THE TOWN HALL and wrote a note for that purpose to Mr. Drake who was then at his house at some distance from the Town and all the residing members except Mess<sup>rs</sup>. Drake and Campbell being mett we retired into my Apartment there and Shuttings the doors, we were proceeding to take the case into Consideration when the Clock struck Twelve wherefore and because Mr. Drake for the aforesaid reason was not yet come we agreed among ourselves to part then and meet again in the Evening upon it with which Resolution Mr. Torriano being Called in to us was made Acquainted.

ALL THE Inhabitants of the place being Summoned this day to attend on a Ceremonious Procession on Account of the Governours having received a present from the Moors Government of an Elephant &c<sup>a</sup>. as I was repairing to the Fort House which was the place of Rendezvous appointed between the hours of four and five in the Evening I met Thomas Pelling before mentioned who told me " the sheriff wanted Ram Chendru out of Prison." I asked him what the Sheriff wanted with him. Pelling Answered that he believed it was to admitt him to bail " upon which I parted with him and went on the Fort House where I mett the Sheriff (Mr. Francis Rous) who addressed himself to me and told me " he must Demand the Prisoner (Ram Chendru) and thereupon shewed me a paper which he called a Warrant for so doing from the Court of Appeals though he did not let me Read it through. I made him Acquainted with the Resolution

we had taken Among ourselves to meet again so soon as this Ceremony should be over but he replied " he must take him out Immediately being directed so by his (aforesaid) Warrant " upon which I represented to him that the Difference of time would be but Inconsiderable and that the Deferring the putting this order in execution till then might prevent a great deal of trouble and confusion to which he made answer in words to this purpose " that where matters were kept easy and quiet such a thing might be done as It had risen to a dispute it could admitt of no delay.

The Goaler came to me soon afterwards and acquainted me that the Sheriff had Demanded of him the Keys of the Prisons and desired my orders thereupon to which I said in generall terms that I would not Interfere in the case singly.

I then set out with the other Gentlemen on the procession before mentioned and on my return home was informed that Mr. Rous the Sheriff had been at the Prison and had taken the Prisoner Ram Chendru out.

About seven o clock at night Mr. Torriano brought and Delivered to me the Letter from him to the Mayors Court of this days date together with a Copy of Ram Chendrus Petition of Appeal attested by him as Clerk to the Court of Appeals telling me there was no occasion for an ans<sup>r</sup>. which he afterwards explained by saying that he meant there was no occasion for an answer then from me only.

SUNDAY  
APRIL  
1<sup>ST</sup>.

There being a sale at Outcry of an Europe Ships Cargo from China this day in the morning the Gentlemen Members of this Court could not meet to consider of the purport of this Letter till the evening when all being present Mess<sup>rs</sup>. Drake & Harrison excepted, and having retired in the manner before recited into my apartment I laid before them the said Letter and Copy of the petition of Appeal and after some Debate we agreed among ourselves to send our Register to the Clerk of the Court of Appeals with the following Message to be delivered verbally which the Register afterwards informed me he had done.

MONDAY  
APRIL  
2<sup>D</sup>.

" The Mayor having Communicated to the Gentlemen Members of the Court " a Letter of yesterdays Date being Sunday the first of Aprill 1733 and received " then by him signed by Mr. George Torriano as Clerk of the Court of Appeals " directed to the Honoble the Mayors Court of Madrasspatnam and where in it " is said that the said Letter is sent by direction of the said Court of Appeals. " They do thereupon order me to Deliver this Message that they do acknowledge " the receipt of the said Letter but that they Apprehend they cannot Regularly " enter upon any debate concerning the purport of it in a judiciaall Manner during " the time of the adjournment of the said Mayors Court which time will not be " out till Friday next.

In Witness of the Truth of this Declaration to the best of my knowledge and Remembrance I have hereunto sett my hand and attested the same upon Oath in the presence of the Mayors Court of Madrasspatnam this Eighth day of June one Thousand seven hundred and thirty three.

SAMUEL PARKES.  
*Mayor.*

The following Resolves in the Case of Ram Chendru where at a Generall Meeting of the Reseiding Members of this Court held yesterday for that purpose Approved of and then Ordered to be Read in Court this Day and they were Read Accordingly.

JULY 1<sup>ST</sup>  
12<sup>TH</sup>.

The Register having deliverd in a Copy of the whole proceedings in the Case of Ram Chendru according to order of the 8<sup>th</sup>. ultimo the Court upon Reperusing the same do unanimously think it Incumbent upon them to come to some Resolutions thereupon for the support of their Dignity and perservation of their priviledges and rights.

because that Ram Chendru was guilty of a very great offence in endeavouring to pervert the good Intentions of this Court in their administration of Justice a Cause of considerable value.

because this offence was Committed on the very day whereon happened a trial of a Native of this place by Name Markissoya indicted perjury in a case lately depending in this Court but acquitted on a meer point of Law whereby it may follow that these people who are yett unacquainted with our Laws may be led into hopes of Carrying on such pernicious practices with Imprinity [*sic*] or at least not to hold that Regard and attention which ought to be had to every thing that is given in Evidence to a Court of Judicature.

because on Consulting proper authorities of books It Appears that the Members of Courts of Judicature are the most proper Judges of offences committed against such Courts and that Times Imposed by them for such offences are Irrepleviseable [*sic*].

because that considering the Constitution of the place and the practice of the Courts formerly established here together with the quality of the person (he being the chief Farmer of the Companys Rents) and the Circumstance of the time as before mentioned when this offence was Committed, both the Security first Required of Ram Chendru of five hundred Pagodas and the Fine afterwards laid on him of Fifty Pagodas seem very farr from being Grievous and oppressive as indeed is plainly to be seen on the Face of the proceedings he being in the first Instance Immediately bailed in the presence of the Court and in the latter the money tendered to him on his own proper note before he Suffered himself to be Confined.

because the Honourable the Court of Appeals have nevertheless taken the affair into their Cognisance and have been pleased to treat this Court thereupon in a manner very unsuitable to and unbecoming the Character it bears and the respect which ought to be preserved to it as will by putting in an Irregular manner the Immediate servants of this Court under an Examination touching the proceedings of it as by their unprecedented Warrant directed to the Sheriff in causing the doors of the prisons of this Court to be forced open and the prisoner to be taken away all which was Executed with a suddenness that prevented the Members of this Court from the possibility of coming to any Resolution of Accomodation.

because there hath hitherto been no Satisfaction in any respect given to this Court here on neither Ram Chendru having submitted himself to the Authority of this Court nor the Hoñble the Court of Appeals taken any notice so much as to advise their Determination with Respect to the Time for their Latest Resolutions Imparted to this Court were only concerning the admitting him to bail and we can only Learn from uncertain Report that they have thought fitt to remitt to him the whole of the said fine.

because these Measures taken by the Hoñble the Court of Appeals must necessarily tend to the bringing this Court into Contempt with its Black People from whose known naturall Disposition It cannot but be Expected when they see it deprived of that authority which is an Essential Means to Guard against such Evils.

for all which reasons aforesaid being Debated & duly Considered, the following Resolutions are unanimously Approved of and Agreed to.

That It is the Opinion of this Court that the proceedings of the Hoñble the Court of Appeals in the Case of Ram Chendra are unwarrantable a breach of the priviledges and rights of this Court and tending to Expose it to Contempt and Insults of those people.

that this Court will therefore take a Convenient opportunity to represent the matters to England for obtaining Redress although for the present saying to ourselves such our priviledges and rights, This court will cause all further proceedings against Ram Chendra to be stayed in order to preserve peace and Quiet in the Settlement.

That it is the Opinion of this Court that Francis Rous Esq<sup>r</sup>. Sheriff has been Guilty of a most notorious breach of the said priviledges and rights of this Court and of a breach of duty of his office, being by Charter only subordinate in Civil

Cases, to the orders of this Court for which offence with the Agravating Circumstances set forth in the Declaration of the Mayor and Thomas Pelling the Court Serjeant and Thomas Tipping Goaler attending it. This Court doth Apprehend they might Justly Inflict a fine upon him Even of five hundred Pagodas as agreeable to the nature and Constitution of the place however.

That this Court will not proceed to Censure him on that Account but referr the Determination thereof also to England.

RESOLUTIONS OF THE COURT RELATING TO  
MR. CHARLES BARRINGTON.

14TH DECEMBER

For that he the said Charles Barrington having Accepted of and Entered into the Service of a foreign Prince for Carrying on and Maintaining a separate Trade and Commerce to and in the East Indies and being Come abroad to India and now Actually Arrived upon this Coast of Coromandell in such Service where by the said Charles Barrington is guilty of a Breach of Severall Acts of Parliament Against such Practices made and provided. The Court are of Opinion that by such Practices the said Charles Barrington hath Forfetted his Rights and Franchises as Alderman and Judge of this Court and do declare that his seat on the Bench as one of the Aldermen and Judges of this Court is become Vacant.

DEC.  
14TH.

ORDERED that a Generall Court be Summoned to meet tomorrow morning the 15<sup>th</sup>. Instant for the Election of two Aldermen in the Room of Mr. Charles Barrington and the other of Mr. Edward Croke who hath Resigned and that the following persons be then put in Nomination viz<sup>t</sup>.

JOHN IRVING.  
HOLLAND GODDARD.  
WILLIAM JOHNSON.  
TIMOTHY TULLIE.

Mess<sup>rs</sup>. Irving & Goddard were Elected Aldermen and sworn into said office by the President.

DEC<sup>r</sup>.  
15<sup>th</sup>.

ORDERS FOR REGULATING THE PRACTICE OF THE COURT.

Ordered that all Translates of Bonds and other Papers produced in this Court either in the Mallabar or Jentue Language be Carried to Mr. Mansell the Examiner to be Translated and that such Translates be signed by him before the same are Admitted to be Read in Court.

TUESDAY  
THE 16<sup>TH</sup>.  
OF  
JANUARY  
1732/3.

Ordered that Bills of Complaint in future may be lodged w<sup>th</sup>. the Register between the days of adjournment the same being 1<sup>st</sup>. shewn to the Mayor for his Approbation and that the Register do Issue Summons thereon.

TUESDAY  
THE 20<sup>TH</sup>  
OF FEB<sup>RY</sup>.  
1732/3.

Ordered that the Defendant in all suits depending in this Court do deliver their Answer in their own Language signed by themselves to their Attorneys and that the Attorneys do Annex the same to the Answer by them delivered into this Court to the Intent y<sup>t</sup>. the Defendant may make Oath to the truth thereof at the time of severing to his Answer.

TUESDAY  
THE 13<sup>TH</sup>  
DAY OF  
MARCH  
1732/3.

Ordered that Munagapah the Town Conicoply do Read all Bonds &ca Papers to be Translated by Mr. Mansell and that Charles Nero do pay the said Munagapah two fanams for his Trouble thereon and the said Munagapah is sworn to Execute such office Justly.

FRYDAY  
THE 20<sup>TH</sup>  
DAY OF  
MARCH.

Ordered that every Native in future to whom an Oath is Administred in Court do pay to Charles Nero two fanams.

Ordered that all persons who are unwilling to employ Charles Nero as Interpreter in any Cause depending in this Court be at Liberty to bring any other person to Interprett on their behalf paying the Accustomed Fee to the said Charles Nero and it is further ordered that such persons so to be brought as Interpreter do take the usual Oath Administred on such Occasions.

The Mayor Acquaints the Bench that he has had frequent Applications made to him by Poor people of the Place for Recovery of small sums of money owing to them which will not by any means bear the expence of the ordinary Process

TUESDAY  
8<sup>TH</sup> DAY  
OF MAY  
1733.

of this Court and Represents that it will therefore be necessary to think of some Expedients for the Relief of such people in Carrying on their sick which being Approved.

It is Agreed that the Consideration of this Matter to [be] Referred to a Committee of three of the Members. And Accordingly Mess<sup>rs</sup>. Powney Taxley and Naish are Appointed to be a Committee and are desired to make their Report thereof to the Court as soon as may be.

**THURSDAY  
THE 22<sup>D</sup>.  
OF MAY  
1733.**

The Committee Appointed to consider of some Expedient for the Relief of such persons as are obliged to Apply for their Recovery of small Debts owing them Deliver in their Report with a List of Fees which they think will be sufficient and Reasonable to be paid on such Occasions.

Ordered that the List of Fees thereby allowed be Laid before the Governour for his Approvall.

Whereas Severall Disputes and Differences have arisen concerning the Mensuration of and Titles to Severall Houses & Gardens Sold by virtue of Execution Warrants Issuing out of this Court.

It is therefore Agreed and the Sheriff is henceforward directed to Affix a note on the Doors of all Houses and in the most Convenient place in all Gardens before any Sale is made to give notice thereof & that he do also Apply to the Governour for his permission to beat the tom Tom in the neighbourhood where such Houses & Gardens so to be sold stand to give proper notice of the day of such sale.

**TUESDAY  
THE 5<sup>TH</sup>.  
MAY 1733.**

The fees stated by the Committee in their Report made the Last Court having been approved by the Governour a List of the same Signed by him is now delivered in which together with the Translate thereof in the Country Language are ordered to be hung up in the Town Hall.

**A LIST OF FEES REGULATED BY THE MAYORS COURT AND APPROVED BY THE  
HONBLE PRESIDENT IN MADRASSPATNAM THIS 4<sup>TH</sup>. JUNE 1733.**

In all suits in value from Five Pagodas to Twenty Pagodas—

Attorney.	ffor Drawing a short Bill	4
Reglster.	ffor Reading and filling it	2
	ffor all summons Issued out	2
	ffor the Judgment of Court or a Copy thereof	2
	ffor an Warrants of Arrest or Execution Issued out	3
Bailiff.	ffor Securing all Summons	2
	ffor Taking Bail	3
Interpreter.	ffor Every Oath administered to a native	1
Sheriff.	ffor Serving all Summons	2
	ffor Serving all Warrants of Arrest and Execution	4

Besides his Accustomary Commission on all Sales—

Register.	In all suits under five pagodas in value	
	ffor all Summons Issued out	2
Bailiff.	ffor Serving the same	2
	and in Case of any farther Process then According to the Rates above Recited—	
	for Registering Attesting & Sealing Deeds of Conveyance Bills of Sale & Mortgage—	

One <sup>1</sup>/<sub>100</sub> Cent on the value

G. M. PITT.

Gov<sup>r</sup>.

**JUNE  
15<sup>TH</sup>.  
1733.**

The Register is Directed in Registering all Papers henceforward always to Observe to Number them Progressively in the Register Books as he goes on and to Incert in the Margin of the Paper Registered the Number it shall so bear in the

Register Book together with the Number of the Page thereof in which it shall be Incered also if any Conveyance be afterward made of Houses of Land &ca. &ca. always to Referr in the Book to the Number of the last Title Registered.

He is Directed also to Note in the said Book the day when such Papers are Registered and to Sign his Name therein as Register Immediately after Entring them.

It is Ordered to be a Rule of Practice of this Court in future that the Mayors for the time being shall attest all Papers Registered in this Court and Cause the Seal of Court to be affixed which Appears to have been the Method formerly used by which Means Recourse may be had more readily to the Registry when occasion Requires and its hoped it will be a means to prevent False Titles or Disputes about Titles which have frequently arisen.

The Court taking into Consideration the Disposall of the One  $\frac{1}{2}$  Cent Established as a Fee for Registering Papers not of great Value do Appoint that the Mayor shall Receive half  $\frac{1}{2}$  Cent & the Register half  $\frac{1}{2}$  Cent thereof.

TO THE HBLE GEORGE MORTON PITT ESQ<sup>R</sup>.

PRESIDENT AND GOVERNOUR &ca. COUNCILL  
OF FORT ST. GEORGE.

HBLE S<sup>R</sup>. & SIRS,

I am ordered by the Hble the Mayors Court to Represent to your Hon<sup>r</sup>. &ca. that the Banksall House is so farr gone to decay that the Inhabitants cannot lodge their grain in it with any security who have complained frequently of Damage done to great Quantitys in the Rainy season through the Extream badness of the Roof and by the Floor being two foot below the surface of the Earth. I am also, Ordered to acquaint you that the Prissons under the Town Hall are in so Ruinous a Condition then they are become very Insecure and that sev<sup>ll</sup>. Repairs are wanting to the Town Hall itself that work not having been well performed under the Direction of M<sup>r</sup>. Stephen Newcombe in the year 1728 for the Expencc of all which there will be wanted at Least the Sum of Pag<sup>s</sup>. 792. 18. — According to the Estimate Annexed which the Court have further Directed me to lay before your Honour &ca and the same being absolutely Necessary to desire that you will thereupon order the payment of the said sum to them Agreeable to the Hble Companys orders for that purpose.

I am

FEBRY 13<sup>TH</sup>. 1732/3.

HBLE S<sup>R</sup>. & S<sup>RS</sup>.

Your most humble servant.

ESTIMATE OF THE CHARGES OF REPAIRING THE BANKSALL TOWN HALL  
AND PRISSONS ADJOYNING.

CHARGES OF REPAIRING THE BANKSALL.

The Banksall 58 feet long and 49 $\frac{1}{2}$  feet broad Wall 15 Feet high.

& 3 Bricks thick—Wall Bricks 50000	$\frac{1}{2}$ 1700	$\frac{1}{2}$	
Pagoda .. .. .	.. .. .	88	— —
20 Pillars—Pillar Bricks Bricks 6000	$\frac{1}{2}$ 600	10	— —
Terrass D <sup>o</sup> . 80000	$\frac{1}{2}$ 2500 D <sup>o</sup> .	32	— —
Paving D <sup>o</sup> . 7500	$\frac{1}{2}$ 700 D <sup>o</sup> .	10	18 —
Clay & sand 300 Boats	$\frac{1}{2}$ fanams 3 $\frac{1}{2}$ boat	25	— —
Chinam the said Pillar to be Laid in chenam and to Plaister the Walls & Terrass 1100 Para	$\frac{1}{2}$ 14	78	18 —
Parra $\frac{1}{2}$ Pagoda .. .. .	.. .. .	35	— —
Physick &ca viz <sup>t</sup> . Jaggery Gram and other things.			
Brick layers & Cooleys both great & small also the Cooleys for beating the Chinam all charges		50	— —
Amounting to .. .. .	.. .. .		
Bricklayers Charges Pagodas ..	329	—	—
Carried over Pagodas ..	329	—	—





so Levied by you and that you do on Receipt hereof pay the same to them Signed by order of the Hble President & Council by

GENTLEMEN,  
Your most humble servant.  
GEORGE TORRIANO *Sec<sup>ry</sup>*.

FORT ST. GEORGE  
SEP<sup>R</sup>. 6. 1733.

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To GEORGE MORTON PITT Esq<sup>R</sup>.

PRESIDENT & GOVERNOUR & CA COUNCILL OF FORT ST. GEORGE.  
GENTLEMEN,

We are to acknowledge the Receipt of a Letter under date of the 9<sup>th</sup>. Instant signed by your Secretary in which you are pleased to require an Account to be Laid before you of all the Fines Levied by this Court and that Immediate payment be made thereof to you in Compliance to a Grant from his most Gracious Majesty for that purpose to the United Company of Merchant of England trading to the East Indies.

We think ourselves hereupon obliged to represent to you that hitherto no Such Grant hath been notified to this Court wherefore we have unanimously Agreed for the present to Request that you will Cause the said Grant or its Copy to be Transmitted to this Court to which as in all Cases of the Like nature we shall pay all Due and ready obedience.

This gives us an opportunity to Request of you also that (being Informed that the Court of Directors of the said Company have in their Letters to you at times wrote Concerning the business & Proceedings of this Court) you will order Copies of all such Passages to be regularly Communicated to us for our better Direction and Government in future.

Signed by order of the Hble  
the Mayors Court of Madrasspatnam.

[APRILL 24. 1733.  
TOWN HALL IN FORT ST. GEORGE]

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To THE HBLE THE MAYORS COURT  
OF MADRASSPATNAM.

GENTLEMEN,

I am ordered by the Hoñble the President & Council of this place to deliver you a Copy of his Most Gracious Majestys Grant of all Fines Levied or to be Levied within the Town or District of Madrasspatnam to the limited Company of Merchant of England trading to the East Indies and to tell you that in Consequence hereof they do Expect an Account of all Fines by you Levied and Received since the Publication of the Charter till this time.

In Answer to your other Request in your Letter of the 24<sup>th</sup>. of Aprill last to have Copies of such Passages of the Companys Letter laid regularly before you as Concern the business & Proceedings of your Court I am ordered to tell you that they have never received any orders so to do from the Company but that any Person who is desirous thereof may see there in the Office at proper Hours signed by order of the Hoñble the President & Council by

GENTLEMEN,  
Your most humble servant,  
GEORGE TORRIANO *Sec<sup>ry</sup>*.

FORT ST. GEORGE  
DEC<sup>R</sup>. 4. 1733.

TO THE HONBLE THE PRESIDENT & COUNCIL OF FORT ST. GEORGE.

A Charge Exhibited by the Mayor and Aldermen of the City of Madrasspatnam against Charles Barrington formerly an Inhabitant of the said place and one of the Aldermen of the Hoñble the Mayors Court of the said place.

for that the said Charles Barrington According to Certain Advice received hath Accepted of and Entred into the service of a foreign Prince for Carrying on and Maintaining a Separate Trade & Commerce to and in the East Indies in which Service he is come abroad to India and is now actually Arrived upon this Coast of Choromandell whereby the said Charles Barrington is Guilty of a Breach of Severall Acts of Parliament against such Practice made & provided and hath forfeited his Rights & Franchises as an Alderman and Judge of the said Mayors Court of Madrasspatnam the said Mayor and Aldermen do therefore desire the Hoñble the President & Councill of Madrasspatnam will Cause him the said Charles Barrington to be Cited to Answer the Premises at a Certain day & place to be prefixed and Appointed under Default of his Appearance that they will proceed Against him as by the Charter is Directed.

TOWN HALL IN FORT ST. GEORGE  
SEPT<sup>R</sup>. 13<sup>T</sup>H. 1733.

Signed by Orders of the Hoñble the  
Mayors Court of Madrasspatnam.

TO THE HONBLE THE MAYORS COURT  
OF MADRASSPATNAM.

GENTLEMEN,

I am Ordered by the Hoñble the President & Council to acknowledge the Receipt of a Letter of the 13<sup>th</sup>. September to them signed by your Register Accompanying a Charge by you Exhibited against Mr. Charles Barrington for that he had Accepted of and Entred into the Service of a Foreign Prince for Carrying on and Maintaining a Separate Trade & Commerce to and in the East Indies and for that he is come abroad to India in such Service and is now Actually Arrived on this Coast of Choromandell whereby the said Charles Barrington is guilty of a breach of Severall Acts of Parliment Against such Practices made & Provided and hath forfeited his Rights & Franchises as an Alderman and Judge of the said Mayors Court of Madrasspatnam and praying that they will Cause him the said Charles Barrington to be Cited and in Default of his Appearance that they will proceed Against him as by the Charter is Directed.

And I am further Ordered by the said Hoñble President & Council to Acquaint you that upon Recourse to their Records they find they did on the 28<sup>th</sup>. of October 1729 send you a Decree for the Removall of the said Charles Barrington from being a Judge of your Court and though the said Charles Barrington did Appeal from such Decree yett it has not been Reversed and they the said President & Council do therefore order me to Acquaint you that they are Determined to abide by the said Sentence of Removall then Signified to you Signed this 8<sup>th</sup>. day of December 1733 in Fort St. George in the Town of Madrasspatnam by order of Hoñble the President.

# ADDENDA

(India Office Typescripts.)

Page 1 *supra*, After the heading " VOLUME No. 2."

Read—

" AT A COURT 20<sup>TH</sup>. DECEMBER 1732.

*Present*

PAUL HOXLEY ESQ<sup>R</sup>. MAYOR.

JOHN POWNEY, SAMUEL PARKES, HUGH NAISH, JOHN HAMMOND, NIEL CAMPBELL,  
SAMUEL HARRISON & GEORGE DRAKE ALDERMEN.

SAMUEL PARKES, Esq<sup>r</sup>. elected Mayor for the ensueing year and sworn into the said office by the President in Council.

FRANCIS ROUS Esq<sup>r</sup>. appointed Sheriff by the President and Council for the ensueing year and presented to this Court as such by the President and Council.

JOHN STRATTON *Reg<sup>r</sup>.*"

LIST OF PROBATES OF WILLS AND LETTERS OF ADMINISTRATION GRANTED BETWEEN THE 20<sup>TH</sup>. DECEMBER 1731 AND THE 20<sup>TH</sup>. DECEMBER 1732.

Letters of Administration with the Will annext of Mary Harrison deceased granted to Matthew Empson Trustee in the said Will named.	1731 DECEMBER <sup>R</sup> . 24
Probate of the Will of George Threipland deceased granted to John Graham and Zachariah Hoxall Executors therein named.	FEBRUARY 15 <sup>TH</sup> .
Probate of the Will of John Bulkley deceased granted to Rebecca Powney Executrix and residuary Legatee therein named.	1732, MAY 12 <sup>TH</sup> .
Probate of the Will of William How deceased granted to Timothy Tullie and John Saunders Executors therein named.	
Letters of Administration with the Will annext of William Harry deceased granted to Abraham Anselme and Gideon Crawford Trustees in the said Will named.	AUGUST 8 <sup>TH</sup> .
Letters of Administration with the Will annext of Stephen Newcombe deceased granted to John Roach and Nicholas Morse Trustees in the said Will named.	15 <sup>TH</sup> .
Letters of Administration with the Will annext of Nathaniel Ross deceased granted to Charles Peers principall Creditor of the said Nathaniel Ross.	21 <sup>ST</sup> .
Probate of the Will of David Murray deceased granted to Nathaniel Turner and Andrew Munroe Executors therein named.	OCTOBER 24 <sup>TH</sup> .

JOHN STRATTON *Reg<sup>r</sup>.*"

Page 1, After the last line " Attorney for ye complainant."

Read—

" Mayors Court of Madraspatnam.

Saturday the 23<sup>d</sup>. day of December Anno 1732. Between Buggaverim Vengana Son and Heir of Buggaverim Yellapa late of Fort St. George Merchant deceased Complt. and Allana China Kistna of the same place Merchant Defendant.

Upon reading the p<sup>t</sup>s petition and also translate of a Note under the Hand of the Defendant dated the 17th day of May 1718 and the plt. having appeared in Court and acknowledged the Execution of the said Note but alledged that the same had been discharged and the Defendant having been frequently summoned and

admonished by the Court to putt in an Answer to the said petition and prove such his Allegation but the Defendant having willfully and obstinately refused so to do this Court doth think fitt to order and decree and doth accordingly order and decree that the Defend<sup>t</sup>. do pay unto the plt. the sum of one hundred ninety four pagodas two fanams and twenty Cash with Interest after the rate of eight  $\frac{1}{100}$  Cent  $\frac{3}{100}$  Annum from the date of the said Note together with his Costs of Suit.

JOHN STRATTON *Regr.*"

Page 2, After line 29 viz., "Petitioner shall pray."

Read—

"Mayors Court of Madrasspatnam.

SAMUEL PARKES ESQ<sup>r</sup>. MAYOR,  
J. POWNEY, P. FOXLEY, J. HAMMOND,  
N. CAMPBELL, S. HARRISON, ALDERMEN.

Tuesday the 16th day of January  
Anno Domini 1732. Ex pte Eliza-  
bethee Walsh wid: & Relict Josephi  
Walsh defunct.

Upon reading the Petition of the said Elizabeth Walsh and the honorable George Moreton Pitt Esq<sup>o</sup>. appearing in Court by his attorney and consenting to a Revocation of the Letters of Administration granted to him of the Estate of the said Joseph Walsh. This Court doth think fitt to order and decree and doth accordingly order and decree that the Letters of Administration granted to the said George Moreton Pitt be and they are hereby revoked, and that Letters of Administration of the said Estate be granted and comitted to the said Elizabeth Walsh, upon her giving proper Security for the due Administration thereof, and it is further ordered that the said George Moreton Pitt do pay to the said Elizabeth Walsh the Ballance due from him to the said Estate, and do also deliver to the said Elizabeth Walsh all the Books Notes Papers and Accounts relating thereto now in his Custody. And it is further order'd that upon Receipt of the said Ballance and of such Books Notes Papers and Accounts as aforesaid the said Elizabeth Walsh do sign and execute to the said George Moreton Pitt a generall Release and discharge.

JOHN STRATTON *Regr.*"

Page 101, After line 15 viz. "Mayor shall Receive.....thereof."

Read—

"AT A COURT HELD AT THE TOWN HALL ON THURSDAY THE 20<sup>TH</sup>. DAY OF  
DEC<sup>R</sup>. ANNO DOMINI 1733.

*Present*

SAMUEL PARKES ESQ<sup>r</sup>. MAYOR.

JOHN POWNEY, PAUL FOXLEY, HUGH NAISH, JOHN HAMMOND, SAMUEL HARRISON,  
JOHN SAUNDERS, JOHN IRVING & HOLLAND GODDARD ALDERMEN.

HUGH NAISH Esq<sup>r</sup>. Elected Mayor for the year ensuing and sworn into the said Office by the President in Council.

M<sup>r</sup>. JOHN HAMMOND appointed Clerk of the Markett for the year ensuing.

WILLIAM MONSON Esq<sup>r</sup>. appointed Sheriff by the President and Council for the ensuing Year and presented to this Court as such by the President and Council.

VERA COPIA.  
JOHN STRATTON *Regr.*

LIST OF PROBATES OF WILLS AND LETTERS OF ADMINISTRATION GRANTED  
BETWEEN THE 20<sup>TH</sup>. DEC<sup>R</sup>. 1732 AND THE 20<sup>TH</sup>. DEC<sup>R</sup>. 1733.

Letters of Administration of the Goods and Chattels of Joseph Walsh deceased unadministered by Geo: Moreton Pitt Esq <sup>r</sup> . granted to Elizabeth Walsh Widow of the said Joseph Walsh.	JAN <sup>RY</sup> . 16 <sup>TH</sup>
Probate of the Will of William Crawford deceased granted to Henry Crawford Executor in the said Will named.	FEB <sup>RY</sup> . 20 <sup>TH</sup> .
Letters of Administration with the Will annexed of the Goods and Chattels of James Brown deced. granted to Ann Brown Widow Relict of s'd James Brown.	20 <sup>TH</sup> .
Probate of the Will of John Pye deceased granted Eleanor Pye his Widow Executrix named in the said Will.	MARCH 1 <sup>ST</sup> .
Probate of the Will of Thomas Meverell deceased granted to James Berriman Executor named in the said Will.	MAY 8 <sup>TH</sup> .
Letters of Administration with the Will annexed of the Goods and Chattels of Samuel Hyde deceased granted to John Stratton Trustee named in the said Will.	22 <sup>ND</sup> .
Probate of the Will of Elisha Patching deceased granted to Charles Hunter Executor named in the said Will.	JUNE 19 <sup>T</sup> .
Letters of Administration of the Goods and Chattels of Wood Smart deced. granted to Abraham Salomons Principall Creditor of the said Wood Smart.	JULY 10 <sup>TH</sup> .
Probate of the Will of Elizabeth Demiznall deceased granted to Christian Dutton Executrix named in the said Will.	27 <sup>TH</sup> .
Probate of the Will of Elizabeth Demiznall deceased granted to Christian Dutton Executrix named.	27 <sup>TH</sup> .
Probate of the Will of Niel Campbell deceased granted to John Stratton Executor named in the said Will.	27 <sup>TH</sup> .
Letters of Administration of the Goods and Chattels of Robert Fleetwood deceased granted to Nathaniel Turner and John Saunders principall Creditors of the said Robert Fleetwood.	27 <sup>TH</sup> .
Probate of the Will of James Herbert deceased granted to Elizabeth Williams Executrix named in the said Will.	OCT <sup>R</sup> . 26 <sup>TH</sup> .

JOHN STRATTON *Regr.*"

Page 104, After last line viz., "Order of Honble President."

Read—

" TO GEORGE MORETON PITT ESQ<sup>R</sup>. PRESIDENT  
AND GOVERNOUR &C. COUNCIL OF FORT S<sup>T</sup>. GEORGE.

GENTLEMEN,

We have received your Letter dated the 4th Instant wherein you demand an Account of what Fines have been levied by this Court since the Publication of the Royall Charter which was in the Month of August 1727. You also demand payment of the same on account of the Company by virtue of a Grant from his present most Gracious Majesty bearing date 17<sup>th</sup>. November 1727. (Copy whereof we then received).

Whereupon we have caused the Accounts to be inspected and now lay before you a List of the Fines imposed since the said time which amount to no more than Pag<sup>s</sup>. 259. 12. But the last Article of 50 Pag<sup>s</sup>. due from Ram Chendrue we have not yett received the honorable Court of Appeals having thought fitt to putt a stop to the Proceedings of this Court in that Case.

And for as much as we found it had been the Custom of the Mayors Court as well before as since the present Establishment to apply the Fines levied by the Court to the Altering Repairing and Beautifying the Town the Island the Town Hall and other Publick Buildings as well as to other publick Expenses We have accordingly disbursed the same on those Articles viz<sup>t</sup>. Charges repairing the high way on the Island P<sup>s</sup>. 83. 11. 30 an Accustomary allowance to the Charity School P<sup>s</sup>. 54 Quitt Rent paid to the company P<sup>s</sup>. 49. 21 Diett. Allowance to Witnesses in a

Criminal Case on the Companys Account Pag<sup>s</sup>. 20 in all amounting to P<sup>s</sup>. 206. 32. 30 which we desire may be deducted out of the said amount of Fines as we understand the Practice so to be in England. The Ballance being Pag<sup>s</sup>. 2. 15. 50. If the Board do insist upon it we are willing to offer But upon this Occasion we are led to represent to you that the Revenues appropriated for the ordinary and necessary Expences of the Court have so farr failed us of late years that our Cash is quite exhausted and we are now actually in Arrears.

We hope this will be satisfactory to the Board if not We desire the matter may be referred to the Company and on this Occasion we cannot but further remind the Board that the old Court laid out, so large a sum as upwards of Pagodas 2000 in repairing and mending the high ways on the Island and raising and securing the Banks of the River all round it which has been another great Cause of our present necessities and we hope will be an Inducement to you to assist us with a seasonable Supply for the pressing Services demonstrated to you in our Letter of the 13<sup>th</sup>. February 1732/3 Signed this 27<sup>th</sup>. day of December 1733 in Fort St. George in the Town of Madrasspatnam by order of the honoble the Mayors Court.

JOHN STRATTON *Reg<sup>r</sup>.*

LIST OF FINES IMPOSED BY THE HONOBLE THE MAYORS COURT SINCE THE GRANT OF THE CHARTER BY HIS MOST GRACIOUS MAJESTY KING GEORGE.

1727. DEC <sup>r</sup> .	20	On the Bakers for making bad Bread ... ..	P. 17	—	—
1728. AUG <sup>r</sup> .	31	On Do. Do. ... ..	3	22	—
DEC <sup>r</sup> .	20	On Do. Do. ... ..	3	7	—
1729. APRIL	30	On Do. Do. ... ..	3	17	—
AUG <sup>r</sup> .	31 <sup>st</sup> .	On Do. Do. ... ..	1	24	—
SEPT <sup>r</sup> .	30	On Estra Gregorio for making bad Bread ...	—	30	—
DEC <sup>r</sup> .	20	On the bakers for ... Do. ... ..	—	20	—
1730. NOV.	30	On Rangamar Toinbee Chittee for a Contempt in refusing to give his Attendance at Court tho' severall times summoned ... ..	23	—	—
1731. APRIL	13 <sup>th</sup> .	On Chemboo Lingum for breaking off the Sheriff's Seal affixed to a house which had been taken in Execution ... ..	100	—	—
		On Quota Chendrue for a Contempt in refusing to give his Attendance at Court when summoned ... ..	3	—	—
1732. JULY	31 <sup>st</sup> .	On the Bakers for making bad bread	20	—	—
OCT.	30	On Nallum Jugzo for his refusing to give his Attendance at Court tho' severall times summoned ... ..	20	—	—
1733. MARCH	30	On William Jermin for a Contempt and Misbehaviour to the Court ... ..	10	—	—
		On Ram Chendrue for a Contempt and Misbehaviour as P Records will more fully appeared ... ..	50	—	—
		Pagodas ...	259	12	—

JOHN STRATTON *Reg<sup>r</sup>.*

JOHN STRATTON *Reg<sup>r</sup>.*

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