

Records of Fort St. George

PLEADINGS IN THE MAYOR'S COURT
1737

MADRAS

PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS

1938

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PREFATORY NOTE

This volume pertains to the year 1737 in the series of records known as "Pleadings in the Mayor's Court" and begins from the 19th August 1737.

The manuscript volume corresponding to this period is not found among the records of this Office. The matter contained in this volume has therefore been entirely supplied by the courtesy of the India Office from their series "Madras Mayor's Court Proceedings," and the India Office typescripts have been preserved in place of the original.

EGMORE,
11th November 1937.

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

RECORDS OF FORT ST. GEORGE

PLEADINGS IN THE MAYOR'S COURT. 1737

MAYORS COURT OF MADRAS PATNAM.
RAWSON HART ESQR. MAYOR.

HOLLAND GODDARD, TIMOTHY TULLIE,
SIDNEY FOXALL, SAMUEL GREENHAUGH,
CORNELIUS GOODWIN, & WM. JOHNSON,
Aldermen.

Tuesday the 19th day of August A.D.
1737. Between Thomas Tipping of Fort
St. George Victualer Complainant and
Tellisinga of the same Place Butcher
Defendant.

Upon reading the Plaintiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the 17th day of March A.D. 1736 for Securing the Repayment of the Sum of P. 56 and Interest and the Defendant admitting by his Bill to have received the Sum of P. 9 in part of the Principal and Interest due on said Bond and the Defendant appearing in Court and Acknowledging the Execution of said Bond and the Justness of the Plaintiffs Demand This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of Forty Seven Pagodas being the Principall Money remaining due on said Bond together with such Interest as now is or may hereafter be due thereon after the rate of Eight ʒ Cent ʒ Annum from the date thereof untill full payment be made and also the Costs, of this Suite.

(Sd.) JOHN STRATTON,
Regr.

JULY 26TH 1737.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator Thomas Tipping of Fort St. George That Cunda Butcher now being and residing in Madrass having occasion for a sum of Money applyed himself to your orator for the Loan thereof whereupon your Orator did Advance and Lend unto the said Cunda the Sum of One Hundred Pagodas Current of Madrass which is in Sterling Money of Great Brittain allowing Eight Shillings ʒ Pagoda the Sum of Forty Pounds or thereabouts for Securing the Repayment thereof he the said Cunda did Sign and give to your Orator One Note or Writing bearing date the Eighth day of February which was in the Year of our Lord 1733/4. thereby Obliging himself to repay the said Moneys on Demand to your Orator or his Order with Interest after the rate of Eight ʒ Cent ʒ Annum which will fully appear by the Originall Note or Writing now in your Orators Custody ready to be produced as this Honoble Court shall direct And your Orator also shews That the said Cunda having a further Occation for Money applyed himself to your Orator for the Loan thereof whereupon your Orator did Advance and Lend unto the said Cunda the further Sum of Forty Pagodas Current of Madrass which is in Sterling Money of Great Brittain allowing Eight Shillings ʒ Pagoda the Sum of Sixteen Pounds or thereabouts for Securing the repayment thereof he the said Cunda did give unto your Orator One Note or Writing bearing date the Eighteenth day of March which was in the Year of our Lord 1734/5 which he also promised to pay on Demand with Interest thereon after the rate of Eight ʒ Cent ʒ Annum which Originall Note is also

in your Orators Custody ready to be produced as this Honoble Court shall direct And your Orator Shews That he has frequently Applied himself unto the said Cunda requesting him to pay the Principal Sums aforesaid and Interest thereon But Now So it is May it Please this Honoble Court The said Cunda not only refuses to fulfill his Just Engagements but to give your Orator the Least Satisfaction in the Premisses.

(Sd.) DAVID FORBES,
Atty. for the Complt.

				CUNDA							
Dr.				P.	F.	C.	Cr.				
1733/4	To Cash	..	100	—	—	By Cash	..	..	41	—	—
FEBY. 5 th	To Cash	..	40	—	—	By ballance due	..	..	127	17	48
	To Interest on										
	Y. M.										
	P. 100 for \$ 6										
	22 ^d . at 8 % Cent										
	% Annum	..	28	17	48						
	Pagodas	..	168	17	48	Pagodas	..	168	17	48	

FORT ST. GEORGE AUGUST 30TH 1737.

ERRORS EXCEPTED.

P. JOHN STRATTON,
Regr.

THOMAS TIPPING,
Agst.

CUNDA

In pursuance of an Order of Reference I have taken and Stated the Plaintiffs Accounts and do find That the Defendant Stands Indebted to the Plaintiff in the full and Just Sum of Pagr. 127.17.48 all which I Certifye and Submit to the Judgment of this Honoble Court.

JOHN STRATTON,
Regr.

MAYORS COURT OF MADRAS PATNAM.

RAWSON HART ESQR. MAYOR.

HOLLAND GODDARD, EDWARD FOWKE,
SIDNEY FOXALL, SAM^l. GREENHAUGH,
CORNELIUS GOODWIN, W^m. JOHNSON.

Tuesday the 23d Day of August A.D.
1737. Between Thomas Tipping of Fort
St. George Victualer Complainant and
Cunda of the same place Butcher Defen-
dant.

Upon reading the Plaintiffs Petition and also an Order of this Court of the 9th Curr^t. and also the Registers Report and Account Currant Stated pursuant thereto and what was Alledged on either Side and due Consideration thereon This Court doth therefore think fitt to Order and Decree and doth Accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of One Hundred and twenty Seven Pagodas Eighteen Fanams together with his Costs of Suite.

JOHN STRATTON,
Regr.

JUNE 7TH 1737.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator James Hubbard Merchant of Fort St. David That your Orator having Laden on Board Ship Linteprenant in the hands of Captain James Walsh and Consignd to Stephen Law Esqr. of Tillecherry four Bales of Dimitty and One Bale of Chints Amounting in Prime Cost and Charges to the Sum of Pagodas Eight Hundred and Fifty Eight Four fanams and forty Cash which will fully Appear by the Originall Account of Invoice bearing date at Fort St. David October the first One Thousand Seven Hundred and Thirty Six and now ready to be produced as this Honoble Court shall direct and the said Stephen Law having Consigned the said Goods to George Gabriel Powell Late Commander of the Brigantine Judie then bound on a Voyage to Goa to be Sold for the best Account which will Appear by a Writing under the hand of the said George Gabriel Powell bearing date at Tillecherry December the fourth One Thousand Seven hundred and Thirty Six which Writing is also ready to be produced as this Honoble Court shall direct as also the said Stephen Law by a Writing under his hand of the date aforesaid did desire the said George Gabriell Powell to Dispose of the Goods aforesaid even if a Moderate Proffitt could be made on the said Goods but if not that the Goods should be returned to Tillecherry which [*sic*] Orders.

Implies though not expressed Verbatim that the Produce of the said Goods when Sold and the Moneys ariseing on the Sale thereof should be remitted to Tillecherry to the said Stephen Law which writing is also ready to be produced as this Honoble Court shall direct and the said George Gabriel Powell having Disposed of the Goods aforesaid did by an Account of Sales under his hand dated at Fort St. George May the twenty fourth 1737. Acknowledging That the said Goods were Sold and Disposed off at the Neat Amount (Commission discounted at the rate of five $\frac{1}{2}$ Cent) to the Sum of Rupees Three Thousand One hundred Sixty three and a half And your Orator shews That the said George Gabriel Powell now being and residing in Fort St. George has been very often applyed to by Mr. Nicholas Morse Merchant of Fort St. George as Lawful Attorney for your Orator to make payment and Satisfaction in Terms of his Receipt and Obligation and to the Neat Amount of the Account of Sales But Now So it is May it please this Honoble Court the said George Gabriel Powell not only refuses to make payment to your Orator or his Attorney but to make the least Satisfaction Therefore Prays a Generall Relief touching the Premisses.

DAVID FORBES,
Atty. for the Complt.

JURINTUR,
JUNE 14TH 1737.

The Answer of George Gabriel Powell of Madrass Mariner Defendant to the Bill of Complaint of James Hubbard Merchant of Fort St. David Complainant.

This Defendant Saving and reserving to himself now and at all times hereafter all and all manner of Benefit of Exception to the Manifold Errors and Imperfections in the said Bill Contained for Answer thereto or unto so much thereof as this Defendant is advised doth Matterially Concern him to make Answer unto This Defendant Answereth and Saith. That the Complainant might have Laden on Board Ship Linteprenant in the hands of Captain James Walsh and Consigned to Stephen Law Esqr. of Tellicherry four Bales of Dimitty and One Bale of Chints Amounting in Prime Cost and Charges to the Sum of Pagodas Eight Hundred and Fifty Eight four fanams and forty Cash for any thing this Defendant knows to the Contrary. And this Defendant Saith he doth admit that the said Stephen Law Esqr. did Consign such

a Parcell of Goods to this Defendant who was then Commander of the Judie and bound on a Voyage to Goa, And this Defendant doth beleive the Complainant may have in his Possession a Writing of the same tenour and date that acknowledges the receipt of the said Goods with a promise from this Defendant to Dispose of the same to the best Advantage and to be Accountable to the said Stephen Law for the produce most of which is Sett forth by the Complainant in his Bill of Complaint And this Defendant doth admit that the said Stephen Law did give unto this Deft. a Writing under his own hand dated the fourth of December One Thousand Seven Hundred and Thirty Six desiring this Defendant to Dispose of the said Goods even if a Moderate Profit could be made of them. But if not to return the same to the said Stephen Law at Tillecherry But this Defendant Cannot admit any such application as the Complainant is pleased to sett forth in his Bill of Complaint as may be plainly seen by the said Writing when produced and to which this Defendant for further Security refers himself and this Defendant Saith the said Moneys being the produce of the Goods aforesaid was not put apart but was Mixed with the Owners Money of the Briggantine. Judie was put in the Gun room of the said Vessell and Sunk in and with the Briggantine Judie of which Moneys not a Rupee was Saved neither of the Owners nor of the Complainants nor of any other Persons known to this Defendant And this Defendant Says That he has left in the hands of one Joseph Peira a Jesuit Goods to the Amount of Rupees 300 or thereabouts but this Defendant the Last year he left no money behind him nor Goods at Goa And this Defendant Says that the Money which was the produce of the Goods Laden on Board by Mr. Law being Lost in and with the Briggantine Judie along with this Defendants and the Owners of the said Briggantines Money this Defendant cannot Apprehend That he is any ways obliged to make good the Complainants Loss And this Defendant Says That all that was Saved of the Judie was a few Ropes that was Cutt away from her when She was a Sinking and Sold for Rupees 150 And this Defendant further Says That no Ship or Vessell bigger thin or Letter [*sic*] boat Sailed from Goa from the Arrivall of this Defendant at Goa to his Departure from thence. All which Matters and Things this Defendant is ready to Avert Maintain and prove as this Honable Court shall Award and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained.

JOHN RUSSELL,
Atty. for the Defendt.

JULY 19TH 1737.

The Replication of James Hubbard of Fort St. David Merchant Complt. to the Answer of George Gabriel Powell late Commander of the Briggantine Judie Defendant.

The said Replyant Saving to himself all Advantages of Exception to the Incertaintys 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 Defendant to the said Bill is very untrue Imperfect and Insufficient to be Replied unto For that the Defendant hath not therein made it appear that he had any Orders or Liberty from Mr. Law to Carry the produce of the Goods higher than Goa and that Mr. Law never Intended he should is very plain from the Orders given him because had there been any Intention that those Goods or the produce of them should have been Carried to Bombay Mr. Law would have given Directions to him for his so doing as well as touching the Disposall of them on his Arrival at that Port on the Contrary Mr. Law knew well those Goods were not proper for Bombay but only for Goa and his Orders to Mr. Powell are designed only for that Port in Consequence of Mr. Powells Declaration to him that he would return in the Judie

Briggandine from Goa to Tillecherry before he proceeded higher up the Coast This will more fully Appear by a Paragraph of a Letter from the said Mr. Law to the Complainant as follows. Viz, "I address'd you on the fourteenth day of December in Answer to your favour of the first of October, Acquainting you of my having Laden your Dimittys and Chints on the Judith Briggandine for Goa where Mr. Powell Sold them but by Altering his First design of Coming here and then to Suratt he carried the Produce of said Goods on his Vessell bound to Bombay."

Mr. Law relying on this Declaration of the Defendant and gave no other Orders than what related to the Port of Goa and therefore the Defendant hath in Carrying the Money from thence on his Voyage acted Contrary to Orders and Against the Rule Practice and Custom of Merchants by so doing in declaring whilst at Tillecherry his return first to that Port from Goa in Confidence of which the Goods were Laden on board and afterwards proceeding to Bombay directly from Goa which is intirely foreign to the Custom of Merchants who in Cases of this Nature always avoid Risquing Persons Goods Contrary to the Orders and Intentions of the Owners and the Complainant therefore Submits it to this Honoble Court whether he is not thereby Accountable to him for the Amount of the Sales of the said Goods Seeing he Carried them from Goa without any Orders and for which the Complainant was to receive no Valuable Consideration for the Risques and therefore Prays that the Defendant may be Decreed to pay the produce of the Goods according to the Account of Sales, And, this Replyant is ready to Aver Maintain and Prove the same as this Honoble Court Shall Award and humbly Prays as in and by his said Bill he hath already Prayed.

DAVID FORBES,
Atty. for the Compl't.

AUGUST 2^d. 1737.

The Rejoynder of George Gabriel Powell of Madrass Defendant to the Replication of James Hubbard of Fort St. David Merchant Defendant.

The said Replyant Saving and Reserving to himself now and at all times hereafter all and all Manner of benefitt and Advantage of Exception to the Incertaintys and Insufficiencys of the said Replication Saith that altho the Replyant is pleased to sett forth in his Replication That the Defendant declared to Mr. Law at Tillecherry that he would return to Tillecherry before he proceeded higher up the Coast To which Assertion the Replyant is pleased to add a Paragraph of a Letter from Mr. Law To all which this Defendant doth possitively deny that he this Defendant ever told Mr. Law that he would return from Goa to Tillecherry and this Defendant Saith its Inconsistant with Nature of the Thing or the design of the Voyage which was sett on foot for the Mallabar Coast Bombay and Suratt, and the Bonds given by this Defendant for the Money taken up at Respondentia mention the Mallabar Coast Bombay and Surat and this Defendant Saith That the very orders of Mr. Law Contradict the Paragraph said to be written by Mr. Law for Mr. Laws Orders if they be so Called are as follows. I desire you Dispose of the above at Goa provided even a Moderate Proffit can be made on them but if not pray return them hither to S^d. Your Most Humble Servant Stephen Law. Now this Defendant Saith if this Defendant had promised to return to Tillecherry without going higher up the Coast Mr. Law would have rather Ordered this Defendant to bring the Goods with him back to Tillecherry and also Saith as in and by his said Answer he has already said and does and will Aver and Maintain all and every thing and Things therein to be true and Certain in such Manner and form as they and every of them are therein Alledged and Expressed.

JOHN RUSSELL,
Atty. for the Defendt.

FORT ST. DAVID, OCTR. THE 1ST. 1737.

Invoice of Goods Laden on Board Ship Linteprenant in the hands of Capt. James Walsh Consigned to Stephen Law Esqr. Viz.

I.H. D ^r . bales 4 C.H.L.	Dimitys Ord ^r . each q ^t . 10 is 40 at Pags. 18 P Corge ..	P. 720
	Chints Ord ^r . Containing ,, 10 at ,, 13 P D ^o . ..	130
		850
	Charges Packing 5 bales with wax Cloth @ P 1-5/8 P ea.	8 4 40
	Pagodas ..	858 4 40

ERRORS EXCEPTED.
JAMES HUBBARD.

To MR. G. GABRIEL POWELL.

Sir

With your Permission I have laded on your Vessel the following Bales whose Prime Cost at Fort St. David are as

I.H. D ^r . 4 Chints C.H. 1.	Bales Dimittys Ord ^r . ea. 10 is 40 @ 18 P Corge	720
	Cor. Bale q ^t . 7 @ 13 P ^s . P Corge	—

I Desire youll Dispose of the above at Goa provided even a Moderate Profit can be made on them but if not pray return them hither to.

S^d. Your most H. Serv^t.
STEPHEN LAW.

TILLECHERRY.
DEC^r. 4TH. 1736.

To STEPHEN LAW ESQ^r.

S^r.

I.H.
D^r 4 bales
C.H. 1 D^o.

I have received on board the Judie Brigantine five Bales Marked as P Margin which I Promise to dispose of in the best Manner I can and be accountable to you for the Produce.

I am

Sir

Your most Humble Servant

G. G. POWELL.

TILLECHERRY,
DEC. 4TH. 1736.

ACCOUNT SALES of five Bales of P^s. Goods belonging to the Worship^{fl}. James Hubbard Esq^r.

Dimitys Ord ^r . 4 bales Contg.	Cor. 40 at 70 P Corge	2870	
Chints Course .. 1 bale Contg.	10 at 46 P Corge	460	
Commision 5 P Cent on 3330 is	.. .. .	166 8	—
	Rupees ..	3163	½ —

ERRORS EXCEPTED.
G. G. POWELL.

FORT ST. GEORGE,
MAY 24TH. 1737.

Sir,

I addressed you on the 14th of December in Answer to your favour of the 1st . October acquainting you of my having Laded your Dimitys and Chints on the Judith Brigantine for Goa where Mr. Powell Sold them but Altering his first design of Coming here and then to Surat. He Carried the produce of said Goods on his Vessell bound to Bombay in Company with the Cruicers but she unfortunately sprung a Leak and which encreased so prodigiously that the Saving her was rendered impracticable and therefore I am sorry you are unhapily enterd into the List of the Sufferers by her there is a small Matter will arise on her Salvage as Powell informs me which I Leave you to recover of him his Receipt for the Goods goes enclosed, I had taken out three Corge of Chints for the use of our People here which Amounts to Rupees 131-6 and which I send you in Charge of Capt. Amyand as ¶ the Account enclosed and am much Concerned this Adventure has proved so unfortunate.

TILLECHERRY,
APRILL 19TH. 1737.

MAYORS COURT OF
MADRASPATNAM.

Tuesday the 23rd day of August A.D. 1737
Between James Hubbard Esq. of Fort St.
David Complainant and George Gabriel
Powell of Fort St. George Marriner
Defendant.

This Cause coming on this day to be heard and debated before this Court in presence of the Attorneys on both Sides on hearing the Bill Answer Repliation and Rejoynder and also an Invoice of Goods Laden on Board the Ship Linteprenant at Fort St. David by James Hubbard Esqr. and Consigned to Stephen Law Esqr. at Tillecherry dated the 1st day of October 1737 and also a Letter of Instructions given by Stephen Law Esqr. to the Defendant Concerning the Disposition of 4 Bales of Dimitys and 1 Bale of Chints dated Tillecherry Decr 4th 1737 and also a Receipt given by the Defendant to Stephen Law Esqr. for said Dimittys and Chints Dated Tillecherry Decr. 4th 1736 in which said Receipt he the said George Gabriel Powell promises to dispose of said Dimittys and Chints in the best manner and to be Accountable to him the said Stephen Law Esqr. for the produce and also an Account Sales of 4 Bales of Dimittys and 1 Bale of Chints by George Gabriel Powell, and also Copy of a Paragraph of a Letter from Stephen Law Esqr. to James Hubbard Esqr. dated at Tillecherry Aprill 19th A.D. 1737 Read and what was alleged on either Side and upon Examination had of the Matters in this Cause and due Consideration thereon This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill do stand Dismissed out of the Court with Costs. It appearing upon the face of the Proceedings That the Plaintiff is not Entituled to any Relief.

JOHN STRATTON,
Reg^r.

TO THE HONO'BLE THE MAYORS COURT
AT MADRASPATNAM.

JANY. 14TH. 1736/7.

Humbly Complaining Sheweth to this Hono'ble Court your Orator Meorapaneum Scheala Merchant of Madrass That Cotta Pallyata and Appoo Chitty Merchants of and now being and residing in Madrass having rented from your Orator a Godown for which they obliged themselves to pay after the rate of One Pagoda ¶ Month and they Continued in the Peaceable Possession thereof for the Space and Term of Seventy one and a half months so that the said Cotta Pallyata and Appoo Chitty became Indebted to your Orator in the Sum of Seventy one Pagodas Eighteen fanams which is in Sterling Money

of Great Brittain allowing Eight Shillings ꝯ Pagoda the Sum of Twenty eight Pounds or thereabouts and your Orator Shews That the said Cotta Pallyata and Appoo Chitty having Occasion for another Godown rented the same of your Orator and obliged themselves to pay rent after the rate of One Pagoda and one Eighth ꝯ Month and Possessed the same for the Space of Seven and a half Months which Amounts to the Sum of Eight Pagodas fifteen fanams and Sixty Cash Current Money of Madrass and your orator shews that he has divers and sundry times in a friendly manner demanded payment of the aforesaid sums But Now So it is May it please this Hono'ble Court the said Coota Pallyata and Appoo Chitty has only paid at different times the Sum of Pagodas Fifteen so that there now remains due of Ballance the Sum of Pagodas Sixty four thirty three fanams and Sixty Cash which the said Coota Pallyata and Appoo Chitty do absolutely refuse to give your Orator any Satisfaction in the Premisses.

DAVID FORBES,
Atty. for the Complt.

MAYORS COURT OF
MADRASPATNAM.

Tuesday the 23rd. day of August Anno
Domini 1737 Between Moorapaneum
Sciata of Fort St. George Merchant
Complt. and Coota Pallyata and Appoo
Chittee of the same place Merchants
Defendants.

Upon reading the Plaintiffs Petition and the Defendants having been severall times Summoned to appear to Answer said Bill of Complaint but wilfully and Obstinateley refusing so to do This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendants do pay unto the Plaintiff the sum of Sixty Four Pagodas Thirty three fanams and Sixty Cash together with his Costs of suite.

JOHN STRATTON,
Regr.

JULY 8, 1737.

TO THE HONO'BLE THE MAYORS COURT
AT MADRASPATNAM.

Humbly complaining sheweth to this Hono'ble Court your Orator Holland Goddard of Madrass Merchant appointed Trustee by the Creditors of the Estate of Thadeus de Auga Perea &ca. Brothers Merchants of Fort St. George That the said Thadeus de Auga Perea &ca. Brothers did in the Year of our Lord one Thousand seven hundred and thirty two Contract with one Coja Aveat Merchant now Living and residing in Madrass to be their Factor at the Kingdom of Pegue whereupon the said Coja Aveat did agree and accept of the said Factorship and accordingly sett out from Madrass to Pegue with the Principal sum of Two Thousand Seven hundred and Fifty Pagodas which said Moneys were the Property of the said Thadeus de Auga Perea &ca. Brothers to act with as Factor as aforesaid and did arrive safe with the said Moneys at the aforesaid place and your orator shews That the said Thadeus de Auga Perea &ca. Brothers did at severall consignments consign to the said Coja Aveat as factor aforesaid Including the aforesaid sum of Two Thousand seven hundred and fifty Pagodas Sundry Parcels of Goods of divers Sortments to the amount of Pagodas Seventeen Thousand and upwards and your Orator shews That the said Coja Aveat has since the said Consignments made severall considerable Remittances to the said Thadeus de Auga Perea &ca. Brothers and the said Coja Aveat is since arrived at Madrass and your Orator further shews That since the arrivall of the said Coja Aveat Your Orator has frequently applied himself to the said Coja Aveat to render an Account of his Factorship But Now so it is May it please this Hono'ble Court That the said

Coja Aveat trifles with your Orator delivering in such Abstracts of Accounts that your Orator can make nothing of them and others in the Armenian Language and absolutely refuses to pay your Orator the Sum of Pagodas One thousand three hundred and sixty eight or thereabouts which the said Coja Aveat by the said Account acknowledges to be Justly due unto the said Thadeus de Auga Perea &ca. Brothers Therefore Prays a Generall Relief touching the Premisses.

JOHN RUSSELL,
Atty. for the Complt.

JURINTUR,
JULY 26 1737.

The Answer of Coja Aveat of Fort St. George Merchant Defendant to the Bill of Complaint of Holland Goddard of said place Merchant 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 This Defendant answereth and saith That he admits it to be true That in the year of our Lord One Thousand seven hundred and thirty two he did enter into a Contract with Coja Thadeus Auga Pera and Brothers to be their Factor and did accordingly set out from Madrass as such for the Kingdom of Pegue with a stock of Two Thousand seven hundred and Fifty Pagodas And this Defendant saith That some small time before his Departure he gave unto the said Coja Thadeus Auga Perea a Factorage Bond for the aforesaid Sum And this Defendant further Saith That during his Stay in Pegue he did also receive severall Consignments of Goods from the said Coja Thadeus Auga Pera and Brothers Amounting to the Sum of Seventeen Thousand Pagodas and upwards and this Defendant saith that he hath made Severall very considerable remittances to the said Coja Thadeus Auga Pera and Brothers from Pegue on the aforesaid account and since his Arrivall here hath tendered them the sum of One Thousand three hundred and Sixty Eight Pagodas being the ballance remaining due account said Factorage Bond and This Defendant further saith That upon his Arrivall here he delivered to the said Coja Thadeus Auga Pera his Journal and Ledger containing his Severall Transactions during his residence at Pegue and the said Coja Thadeus Auga Pera having carefully perused and examined the same hath approved thereof By subscribing his Name to the said Accounts and This Defendant further Saith That he doth admit the Complainant hath demanded of this Defendt. the Sum of One Thousand three hundred and Sixty Eight Pagodas which this Defendant did refuse to pay in regard the Complainant insisted to retain and keep back the Factorage Bond entered into by this Defendant as aforesaid which being contrary to Equity he apprehends he shall be Justified by this Hono'ble Court in so doing for that he is ready and willing to pay the same upon his the Complainant delivering up the said Factorage Bond, and this Defendant Saith That he likewise delivered to the Complainant the Accounts of his severall Transactions during his stay at Pegu who seemed to disapprove thereof for reasons best known to himself and this Defendant Saith that since the Complainant is inclinable to referr the Affair in Dispute to Arbitration he this Defendant is also ready and willing immediately to Nominate Arbitrators on his behalf and to enter into Bonds to stand to any Award to be made by the said Arbitrators and requests that the Complainant may also be obliged to do the same All which Matters and things this Defendant is ready to averr Maintain and prove as this Hono'ble Court shall Award and therefore Prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained.

DAVID FORBES,
Atty. for the Defendt.

AUGUST 2^d. 1737.

The Replication of Holland Goddard Merchant of Madrass and in trust for the Creditors of Thadeus de Auga Pera &ca. Brothers Complainant to the Answer of Coja Aveat Merchant of the same place Defendant.

The said Replyant saving and reserving to himself all advantage of Exception to the Incertaintys and Insufficiencys of the Defendants Answer for Replication thereunto saith that this Replyant is pleased to see the Defendant admit the Generall part of his Complaint and the readiness the Defendant has shown to put a short Issue to the Dispute between both Partys but this Replyant cannot Accept of the Defendants offer of putting this Affair to Arbitration but rather this Replyant prays the matters may be left to Referres duly empowered by this Hono'ble Court for asmuch as this Replyant had very good reason to believe the Defendant has taken no small pains amongst Armenians to represent this Replyant as a very hard and severe man in not accepting the Accounts as they are stated by the Defendant Coja Moses and Auga Peree and so farr has this Defendant carried his Point as to have induced severall worthy People to that Opinion who thereupon applyed to this Replyant in a friendly advice to alter this Replyants Behaviour when Alas no sooner has this Replyant urged a few words and Stated his Accounts and other Considerations on the premisses but all such worthy people have immediately come over to a better opinion and moreover this Replyant finds himself in very unhappy Circumstances in the trust of Thadeus Auga Pera and Brothers Estate for the benefit of their Creditors for that this Replyant has some reason to believe the said Thadeus Auga Pera has entered into a League and friendship with the said Defendant no ways Consistant with the usage he has met with from the Defendant and so much as to have given this Replyant and the other Creditors a Jealousy of the said Thadeus Auga Pera and his Management for altho it be true as the Defendant urges Thadeus Auga Pera was the original Party Concerned and being obliged to pay his Creditors in full it might at first Sight be thought the said Thadeus Auga Pera would for his own Interest make the best of the Defendants answer and the Demands upon him yet as the said Thadeus Auga Pera and Brothers assigned over all and Singular their Estate Goods and Chattells to this Replyant and Ralph Mansell in trust for the Creditors no proceedings or measures taken by the said Thadeus Auga Pera Concerning the Estate can be of any weight or Signification and its not Impossible that the said Thadeus Auga Pera may find it is his Interest to keep in with the Defendant and last propose by going over to Pegue with him some secret Advantages may arise more to the said Thadeus Auga Pera's way of thinking then for the benefit of the Creditors whose Interest this Replyant has other reasons for exception to the Defendants Accounts Seeing the same were Conserted and Modelled by Coja Moses and the said Auga Pera sometime after the Defendants Arrivall and tho the Defendant thinks fitt to call his Accounts a regular Journall and Ledger yet this Replyant must inform this Hono'ble Court the Defendant only brings over some Confused Accounts on Severall Scraps of Paper without the form even of a Diary of his five Years Factorship and without the least reference to or Connexion with each other and therefore this Hono'ble Court will easily Conceive what Advantageous Entries what Valuations Calculations and Adjustments may be found between the said Coja Moses Coja Auga Pera and the Defendant This Replyant and Mr. Ralph Mansell had for good reasons often forbad the said Coja Moses Coja Auga Pera to Meddle or interfere with the said Accounts till many Intreatys and a written Assurance was sent this Replyant and the said Ralph Mansell Deceased that if this Replyant and Ralph Mansell would permit the said Coja Moses and Auga Pera to Inspect and put together the Defendants Accounts this Replyant and Ralph Mansell might Confirm them if approved or otherwise do with the said Accounts as this Replyant and the said Ralph Mansell pleased so that this Replyant does

Say that the Accounts were made up by persons of whom this Replyant as above-mentioned had a long great Jealousy for all which reasons this Replyant humbly hopes and prays That this Hono'ble Court will please to make it one part of the Charge this Hono'ble Court shall give the Referrees that the said Referrees repose no Confidence in the said Accounts and as such Supposed Adjustments that the Referrees do Reject the said Accounts as if no such Accounts had been formed and report such Accounts only of which the Referrees shall be themselves personally and of their own knowledge fully Convinced more particularly the Article of the Villages at Pegue that the Referrees do take Special care to inform themselves of the yearly rents the Supposed Incedentall Charges and the now Value to the best of their knowledge and Belief that the Expences of the Defendant during his five years abode in Pegue his Presents made the King of Pegue his Priviledges of the Sword his Title of Honour and other Costly Acquittances whether for the Interest of His Master or for his own Vanity Voluptuousness or other Inducements by the Defendant Sought and paid for the Debt that the Defendant now Charged on the Estate forbad or Desperate that Article of the Kings Debt assigned to Mr. John Stratton That the Bill of Lading and Assignment of three Horses and an Elephant from the Estate of Thadeus Auga Pera and Brothers given and Sent for the benefit of Mr. John Stratton in preference to other Creditors and Contrary to property and Nature of the thing the Mistake or rather the Charge of Two Thousand Tecalls paid Petruse Auga Pera without Account and Lastly That all other Matters and Things the said Referrees shall find in the Course of their Inquiry be Diligently Inspected and Adjusted with the reasons of such their Adjustments Carefully Reported and Laid before this Hono'ble Court and this Replyant humbly Prays as in and by his said Bill he hath already Prayed.

JOHN RUSSELL,
Atty. for the Complt.

REJOYNDER GENERALL.

TO THE HONO'BLE THE MAYORS COURT
OF MADRAS PATNAM.

The humble Petition of the Defendant.

SHEWETH

That the time of his Departure drawing near for the Port of Syrian in Pegue he therefore most humbly requests That the Dispute between him and the Plaintiff may be Left to Arbitration It being the most Expeditionary way of Clearing the same and that Bonds may be entered into by each Party to Stand to the Award of the said Arbitrators so to be made. And your Petitioner further Sheweth that the Leaving the Dispute between him and the Plaintiff being agreeable to the Prayer of the Plaintiffs Bill of Complaint he therefore hopes he the Plaintiff shall be compelled thereto by an Order of this Hono'ble Court and as in Duty bound shall every Pray &ca.

DAVID FORBES,
Atty. for the Defendant.

We undernamed Referrees appointed by this Hono'ble Court do humbly Report That we have duely inspected into the Journall and Ledger of Coja Aveit and carefully Examined the Articles therein inserted, from which we drew an Account Currant, and we also Report to this Hono'ble Court that we have as near as possible enquired into the Incomes and profits of the Villages at Pegue which we computed to Pagodas Seven hundred and fifty Exclusive of Charges thereon, and we further Report to this Hono'ble Court That the said Aveit is ready to give up and put in Possession of Mr. Holland Goddard if he is inclined to take the said Villages for as many Years as he shall have a mind for on paying to the said Aveit Pagodas Two hundred and fifty being

one third part of the above computed Sum of Pagodas Seven hundred and fifty, but if the said Holland Goddard is not willing to be on the terms aforementioned the said Aveit promises to pay to the said Holland Goddard the said sum of Pagodas Seven hundred and fifty in three severall payments in the term of three years, And we further Report to this Hono'ble Court the charges paid by Aveit and Petrus on severall Goods in the Course of their Trading Amounts to Tecalls 5218..... being what was due from them And we further Report to this Hono'ble Court the Presents Aveit made to the King from time to time, they were purely for the Interest of his Master and we cannot conceive they were given for his own Vanity or Vainglory but if he did his Master certainly would not have accepted of them in his Account And we further Report to this Hono'ble Court that the said Aveits Master's Credit kept up to be sure he could have got a great deal by the Kings Grants, As to the Money due from severall Persons we must Report to this Hono'ble Court That a Merchant probably may keep behind him some Debts irrecoverable and the Custom among us is That when any sum or Sums of money outstanding recoverd in the same it is to be Devided between a Master and his Factor, and we further Report to this Hono'ble Court it is also the Practice among Pegue Natives That if a Man comes to be indebted to the King and does not pay his Debt within Six Months he is under penalty of paying a double Sum, but the said Aveit paid to the King out of the said Thadeus's Money in his hands for Account of Debts the said Thadeus Contracted here and paid out of the Money he then had in his hands belonging to the King, And we further Report to this Hono'ble Court the Elephant and Three horses given by the King as a present to Coja Thadeus the said Aveit also assigned them over to Mr. Strattons Attorney at Pegue for Money he Lent here to the Kings Noquedas on account of the said Thadeus's Debts, and if the said Aviet had not Complied with the payment of the Kings Debt the said Thadeus and his Creditors must have been great Sufferers, And we further Report to this Hono'ble Court there is a difference of Two Thousand Tecalls in the Account depending between the said Aveit and Petrus but as the latter is now at Pegue We cannot urge or give our Opinion relating to that Affair but must Submit it to the pleasure of this Hono'ble Court to permit the said Aveit on his return to Pegue to adjust there that Account with the said Petrus if there shall appear that the said Aveit is become indebted, he promises to remit the Money from thence to be paid to the said Holland Goddard at Madrass but if the said Petrus be in the said Aveits Debt he will receive his part of the said Thadeus And we further Report to this Hono'ble Court That upon our Inspection and Examination of the said Aveit his Books of Accounts We found some Articles thereof in favour of the said Thadeus which the said Aveit agreed to and therefore we take no Notice to make any Alterations thereof And we Further Report to this Hono'ble Court That upon clearing all Accounts of the said Aveit's Factorship and paying all Charges he is to pay to the said Holland Goddard on Ballance of Account Pagodas One Thousand three hundred and Sixty Eight in full discharge of his Factorage bond. Dated in Madraspatnam this sixteenth day of August O.S. 1737.

MAYOR'S COURT OF
MADRASPATNAM
R/T. RAWSON HART ESQR.
EDWARD FOWKE TIMOTHY,
VILLIER SAMUEL GREENHAUGH,
CORNELIUS GOODWIN, WM.,
JOHNSON AND CHARLES
SIMPSON, *Aldermn.*

Tuesday the 30th day of August A.D.
1737.

Between Holland Goddard of Fort St.
George Mercht. & Trustee for the affairs
of Thadeus Auga Pera & Brothers
Complt. and Coja Aveat of the same
place Merchant Defendant,

This Cause coming on this day to be heard and debated before this Court in presence of the Parties and their Attorneys on both Sides on hearing the Bill, Answer Replication and Rejoynder and also an Order of this Court of

the 9th day of August last whereby the Matters in Dispute between the Complt. and Defendant were left to the Examination of David De Meazar, Coja Nazar Jacob Jan, Coja Torofe, Coja Pannus Thomas and Coja Marcar De Courapett Referrees Nominated and Appointed as well on the part of the Plaintive as Defendant with full power to examine and Inspect into the Severall Accounts in Dispute between them And also a report delivered into this Court by the Referrees aforesaid Pursuant thereto Read and what was Alledged on either Side and upon Examination had of the Matters in this Cause and due Consideration This Court do therefore think Fitt to Order and Decree and doth accordingly Order and Decree That the said Report and all and every the Matters and Things therein Contained do stand absolutely Confirmed and that the Parties Complainant and Defendant do abide and Comply therewith and its further Ordered That each Party do pay their own Costs.

JOHN STRATTON,
Regv.

DECR. 24TH. 1736.

TO THE HONO'BLE MAYOR'S COURT OF
MADRASPATNAM.

Humbly Complaining sheweth unto this Hono'ble Court your Orator Percivall Goodwin Merchant of Madrass that Peter Willeboorts Merchant now being and residing in Madrass being sometime now last past at Atchin and having Occasion for a Sum of Money applyed himself to your Orator for the Loan thereof whereupon your Orator did Advance and Lend unto the said Peter Willeboorts the Sum of Four Thousand Current Rupees of Bengall which was to run at Respondentia on the Ship Ann for her then intended Voyage and for better securing the repayment of the said Moneys by a Certain Writing or Bill of Sale under the hand of the said Peter Willeboorts bearing date in Atchin the Twenty fifth day of March 1736 Did bargain Sell and deliver unto your Orator the said Ship Ann with all her Tackle and furniture To hold unto your Orator his Executors Administrators and Assigns for Ever Subject to a Proviso for making void the same on payment unto your Orator his Execrs. Administrs. or Assigns the said Sum of Four Thousand Rupees with the Respondentia of Eighteen $\frac{3}{4}$ cent within Twenty days after his Arrivall at the said Port of Atcheen as by the said recited Writing or Bill of Sale now in your Orators Custody ready to be produced as this Hono'ble Court shall direct will Appear And your Orator shews that the said Peter Willeboorts having yet Occasion for a Sum of Money your Orator did Advance and Lend unto the said Peter Willeboorts the Sum of Three hundred Thirty Six Pagodas and Nine fanams Current of Madras for securing the repayment whereof he the said Peter Willeboorts did make and give unto your Orator. One Note or Writing under his hand bearing date at Atchin the Twenty Sixth day of the said Month of March thereby acknowledging to have received of your Orator in Gold to the Amount of the said Moneys which he promised to pay to your Orator or his Order or Demand as by the said Note likewise in your Orators Custody and ready to be produced will Appear And your Orator Shews That he Loaded on board the said Ship Anne a quantity of Sugar which he the said Peter Willeboorts afterwards Sold and Disposed off in the said Ships Voyage to the Value or Amount of Four hundred Seventy Nine Pagodas fourteen fanams and Sixty three Cash and an half And your Orator shews That he the said Peter Willeboorts pretended that he had a large Cargoe of Goods and Merchandize on board the said Ship Anne thereby to induce your Orator to Lend him the said Moneys as aforesaid. Whereas your Orator Charges he had not the Value of any Thing near the Sum of Four Thousand Rupees in his own right and further to defraud your Orator he the said Peter Willeboorts by his own Negligence Unskillfullness and other unlawfull Practices did destroy the said Ship Anne at or near Fort St. Davids or caused or procured the same to

be destroyed so that she was wrecked and uncapable to perform her said intended Voyage and now gives out that by Means thereof your Orators said Moneys so Lent on respondentia as aforesaid is thereby Lost and notwithstanding whereof he the said Peter Willeboorts refuses to give your Orator any Account of the same or of the Sale of the said Sugar or to pay your Orator the said Moneys due on the said Note or to give your Orator any Satisfaction in the Premises.

GRANT^M. BIRD,
Atty. for the Complt.

JURINTUR,
MAY 17TH. 1737.

The Answer of Peter Willeboorts Merchant
Defendant to the Bill of Complaint of
Percivall Gooding Merchant Complain-
ant.

This Defendant Saving to himself all benefit of Exception to the Errors and Imperfections in the said Bill Contained for Answer thereto or unto so much thereof as this Defendant is Advised doth Matterially Concern him to make Answer unto He Answereth and Saith He admits he Borrowed and received of the Complainant on or about the Twenty fifth day of March 1736 Four Thousand Current Rupees of Bengall which money was to run at Respondentia on the Briggantine Anne then bound on a Voyage from Atcheen to the Coast of Cormandell and back again and for Securing the repayment thereof this Defendant did Sign and Execute a Note or Writing thereby Obliging himself to pay the said Money Twenty one days after the Arrivall of Said Vessell at the Port of Atcheen after the rate of Eighteen $\frac{1}{2}$ Cent and for further Security of said Sum if not paid at the Limited time aforesaid Then the aforesaid Vessell with her furniture was to be Sold to Discharge the aforesaid Debt as will Appear by the Respondentia Bond now in the Complainants Custody, And this Defendant further Admits That having Occation for a further Sum for the use of the said Vessell did Borrow and receive of the Compl. of Atcheen Money to the value of Pags. 336-9 on or about the twenty Sixth day of March 1736 and for Secureing the payment of said Sum this Defendt. did Sign a Note or Writing as set forth in the Complts. Bill of Complaint And this Defendant also Admits to have received a Quantity of Sugar the property of the Complainant and also Acknowledges to have Disposed of said Sugar 15 Canisters to Refitt and repair the aforesaid Vessell and if any more was Expended, it was without the Consent or knowledge of this Defendt. and this Defendant further Saith that thro Distress of Weather being at Sea 65 days Lost his Passage and was at last Obliged to put for the port of Metchlepatam where this Defendant left his Vessell and Cargo to the Care of One John Vass who this Defendant Employed as Master of the said Vessell and also Ordered the said John Vass after he had Refitted the Vessell to proceed with her to Fort St. David and there to deliver the Complt.'s Sugar to Mr. James Hubbard who was Attorney for the Complt. and after for him to bring the said Vessell to Porta Nova instead of which the said John Vass came to this Defendant by Land to Porta Nova and acquainted this Defendant that Mr. James Hubbard had stopt the Vessell on Account of the Complt. and also Demanded of this Defendant the Money that he had laid out for said Vessell But this Defendant Saith That on his Return from Negapatam he was informed that his Vessell was lost thro Means of Mr. Hubbard who ordered the said John Vass to Carry the Vessell into Fort St. David River by which Means she was Stranded and rendered incapable of Service On this Defendants going to Fort St. David John Vass told this Defendant that he had Mr. Hubbards Order for what he had done as also that he had Indemnified him for all Damages and shewed this Defendant the Indemnification under the

hand of Mr. Hubbard And this Defendant further Saith That his own Goods was Stopt and that he was kept in Confinement Contrary to Law by the aforesaid James Hubbard and John Vass to the great Loss of this Defendant 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.

DAVID FORBES,
Atty. for the Defendant.

REPLICATION GENERALL.
REJOINDER GENERALL.

MAYORS COURT OF
MADRAS PATNAM.

Tuesday the 30th. day of August A.D.
1737 Between Percivall Gooding of Fort
St. George Merchant Complainant and
Peter Willeboorts of the same Place Merchant Defendant.

This Cause coming on this day to be heard and debated before this Court in presence of the Attorneys on both Sides on hearing the Bill Answer Replication and Rejoinder and also one Bond at Respondentia under the hand and Seal of the Defendant dated at Atcheen March 25th A.D. 1736 for Securing the repayment of the Sum of Current Rupees 4000 with the Respondentia to grow due thereon 21 days after the safe Arrivall of the Briggantine Ann at the Port of Atcheen and also one Note or Obligation under the hand of the Defendant dated at Atcheen March 26th A.D. 1736 for Securing the repayment of Pags. 336. 9. on Demand and also an Account of Sugar Freight on the Briggantine Ann by the Plaintiff but undelivered and also a Letter from James Hubbard Esqr. (the Plaintiffs Attorney) to John Vass Master of the Briggantine Ann dated at Fort St. David October 13th A.D. 1736 In which Letter the said James Hubbard doth Protest against John Vass Commander of the Briggantine Ann for any Damages the Plaintiff may Sustain or any Accident happen to the said Briggantine Ann by her being kept out on the Coast during the Monsoon and at the same time Indemnifying him the said John Vass from all Damages on the part of the Plaintiff should any Accident happen to the Briggantine Ann in bringing her into the River of Fort St. David Read and what was Alledged on either Side and upon Examination had of the Matters in this Cause and due Consideration thereon The Court observed the Plaintiffs Bill is founded on a Respondentia Bond for Money taken up on the Briggantine Ann since become a Wreck also for a Note of Hand for a Debt due from The Defendant also a Bill of Lading for Sugar freighted on the said Briggantine for Security of payment of the Respondentia Bond payable on the Briggantine Safe Arrivall at Atcheen and Concludes with a Prayer That the produce of the Wreck may be Decreed for the Plaintiffs Relief All which Matters and Things render the Case Complicate and not Includable in one Sentence or Judgment and whereas many Suits are pending in this Court Praying That the Wreck may be Decreed for payment of the produce of Wages and Repairs said to be due on said Briggantine giving for Cause that the Briggantine Ann was not Lost through stress of Weather or other Sea risques but became a Wreck by Attempting to bring her into the River of Fort St. David under direction of the Master and Leave of the Mortgagee through fear of the Monsoon which if true (as at present it seems admitted by all Partys) the other Suits now pending in the Court may have a very near Affinity to and partake of the Issue of this Cause—The Court have therefore thought proper previously to State their Opinion how a Salvage under the like Conditions and Circumstances ought to be Applied. First That the produce of the Wreck of the Briggantine Ann be applied to the payment of such Wages as shall be Adjudged due to the time of said Vessell becoming a Wreck Secondly That the Residue (If any)

of the produce of the Wreck be applied to the payment of the Repairs that shall be Adjudged due to the Master Plaintiff &c. at the time the said Brigantine Ann becoming a Wreck Thirdly That the Residue (if any) of the produce of the Wreck be applied to the payment of the Salvage that shall be adjudged due to the Respondentia Creditors of the Briggantine Ann. Fourthly That the Residue (If any of the produce of the Wreck be applied to the payment of such other Demands as shall be made on the Defendant by his Creditors in Generall. These Matters being thus Stated brings the Defendants Sugar so far as shall be proved to be Expended for Repairs of the Briggantine Ann freight for the Sugar being first Deducted under the 2d Case aforementioned, The Defendants Respondentia Bond will come under the 3d case and the Defendants Note of hand under the 4th Case of which all Partys are to take Notice to quadrate their Suits accordingly and may thereupon if they think proper recommence their Suits Each Party for the present Paying their own Costs.

JOHN STRATTON,
Regr.

JULY 26, 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly complaining Sheweth to this Honoble Court your Orator Nicholas Morse of Fort St. George Merchant and Mary Powney Spouse to Captain John Powney Merchant of Fort St. George. That Ralph Mansell Merchant of Fort St. George (since Deceased) did on the twentieth day of May and in this present Year of our Lord take up and receive of the said John Powney the Sum of Five hundred Pagodas Current of Madrass which is in Sterling Money of Great Brittain allowing Eight Shillings $\frac{7}{8}$ Pagoda the Sum of Two Hundred Pounds or thereabouts which Sum was to run at Respondentia on the Ship Partanapa John Buyers Commander from this Port of Madrass to that of Syrian and back to this Port of Madrass on such Ship as Mr. Jonathan Smart should Declare the Risque upon and likewise the said Ralph Mansell not only obliged himself to repay the said Moneys but also Respondentia thereon after the rate of Sixteen $\frac{7}{8}$ Cent which will fully Appear by the Respondentia Bond which is ready to be produced as this Honoble Court Shall direct And your Orator and Oratrix shews that a very short time after the Execution of the said Bond the said Ralph Mansell Departed this Life which your Orator and Oratrix Justly beleives was the reason the Goods were not Shipt in terms of the Respondentia Bond. The said Ralph Mansell by his Last Will and Testament did Nominate and Appoint William Johnson and Fenwicke Golightly Merchants of Fort St. George Executors thereto. The said William Johnson and Fenwicke Golightly having obtained Probate on the Will of their Testator did by Virtue thereof take into their Possession All the Goods Chattells Wares and Merchandise of the said Ralph Mansell sufficient to pay his Debts with a Considerable Overplus but the said William Johnson and Fenwicke Golightly not Judging it Convenient for the good of the Estate to risque the Goods in terms of the Respondentia Bond They the said William Johnson and Fenwicke Golightly did Sell the said goods at Publick Outcry at the Sea Gate and thereby obtained a reasonable Proffit on which your Orator and Oratrix in a most friendly manner applied themselves to the said William Johnson and Fenwicke Golightly Requesting them to pay the principall Moneys Contained in the Respondentia Bond as also the Interest thereon But Now So it is May it please this Honoble Court The said William Johnson and Fenwicke Golightly not only refuses to discharge the said Bond but to give your Orator and Oratrix the least Satisfaction in the Premisses.

DAVID FORBES,
Atty for the Complts.

WM. JOHNSON JURINTUR,
SEPT. 6, 1737.

The Answer of William Johnson and Fenwicke Golightly Merchants of Madrass Executors to the Estate of Ralph Mansell Deceased Defendants to the Bill of Complaint of Nicholas Morse and Mary Powney of the same place Lawfull Attorneys for John Powney Complainant.

These Defendants now and at all times hereafter Saving and Reserving to themselves all Manner of benefit and Advantage of Exception to the Manifold Errors and Imperfections in the said Bill Contained for Answer thereunto or unto so much thereof as these Defendants are advised doth Matterially Concern them to make Answer unto These Defendants doth Answer and Say That they admit it to be true That the said Ralph Mansell Deceased did take up and receive of the said John Powney the Sum mentioned by the Complainants in their Bill of Complaint and these Defendants admit it to be true That the said Sum was to run at Resond^a. as is sett forth by the Complainants at the Premium of 16 $\frac{1}{2}$ Cent and these Defendants admit it to be true That a Short time after the Loan of the said Moneys the said Ralph Mansell Departed this Life and these Defendants beleives that was the only reason the Goods were not Shipt in Terms of the Respondentia Bond And these Defendants admit it to be true That the said Ralph Mansell did by his Last Will and Testament Nominate and appoint these Defendants Executors to his said Last Will which these Defendants acknowledge has been proved in this Honoble Court by virtue of which these Defendants have taken into their Possession all the Goods and Effects that has any ways come to their knowledge as farr as they have been able belonging to the Estate of the said Ralph Mansell Deceased And these defendants say That thinking they could not Answer risquing the said Goods they Sold the same at Publick Outcry And these Defendants Say they admit the Complainants have Demanded payment of the said Moneys with the Interest that has become due thereon since the Loan of the same But these Defendants not knowing if they Could Answer paying the same refused so to do. And these Defendants humbly Submits it to the Judgment of this Honoble Court whether they shall pay the Complainants the said Money arising from the Sale of those thereof untill full payment be made And that the Plaintiffs do pay the Costs of this Suite.

JOHN STRATTON,
Regr.

JANUARY THE 7TH. 1736/7.

TO THE HON'BLE THE MAYORS COURT
OF MADRAS PATNAM.

Humbly Complaining & Sheweth unto this Hon'ble Court your Orator Goope Chittee Balla Gruah That having had Sundry Dealings with one Rammah Seeringa Chittee Merchant of and now being and residing in Madrass The said Rammah Seeringa Chittee on or about the twenty eighth of February Anno Domini 1735/6 did Apply himself to your Orator in order to purchase A Parcell of Silk Thread belonging to your Orator whereupon your Orator did Bargain and Sell unto the said Ramah Seeringa Chittee the said Silk Thread to the Amount of Two Hundred Seventy four Pagodas three fanams and Sixty Cash which is in Sterling Money of Great Brittain after the rate of Eight Shillings $\frac{1}{2}$ Pagoda Amounts to the Sum of One hundred and Nine Pounds two Shillings and Nine Pence or thereabouts which Sum the said Rammah Seeringa Chittee did Agree to pay unto your Orator in two Months after the said Purchase as appears by a Bond or Writing under his hand now in your Orators Possession with a Translate thereof and ready to be produced as this Honoble Court shall direct will more fully appear And your Orator Shews That it was Agreed between your Orator and the said Rammah Seeringa Chittee that if the Bond was not Discharged at the Expiration of the two

Months agreed on then to run at Interest at the rate of twenty Seven fanams ¼ Mensem till the said Bond or Note should be Discharged And your Orator Shews That he has often Applied himself in the most friendly manner to the said Rammah Seeringa Chittee for the payment of the said Money but has been able to get only Ninety Seven Pagodas which was paid at two payments so that there now remains due to your Orator One Hundred and Seventy Seven Pagodas three fanams and Sixty Cash with Interest of about Eight Months which your Orator can by no means get of the said Rammah Seeringa Chittee Therefore Prays a Generall Relief touching the Premisses.

JOHN RUSSELL,
Attv. for the Complt.

MARCH THE 2^d. 1735/6.

I Ramanjee Cheeringa Chittee do hereby Acknowledge my Self to be indebted to Gope Chittee Gruapah in the Sum of Two hundred Seventy four Pagodas three fanams and Sixty Cash upon Account of Raw Silk which Sum I promise to pay in Two Months from this Date and in Case of failure I Bind my self to pay the said Sum with Interest of 9 ¼ Cent ¼ Annum on Demand.

Signed CHERINGA CHITTEE.

WITNESSES

ANEAPA TONDAVA CHITTEES.
GOAMASTER CHEDUMBALA CHITTEE,
JONAPAH MINA CHITTEE.

Bond wrote by

TREFATTEE CHITTEE,
RALPH MANSSELL,
Examiner.

JURINTUR FEBY. 8TH. 1736/7,
SWORN AT TRIPPLICANE PAGODA,
MARCH THE 1ST 1736/7.

The Answer of Seeringa Chittee of Mad-rass Merchant Defendant to the Bill of Complaint of Gope Chittee Balla Gruah of the same place Merchant Defendant.

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 Imperfection in the said Bill contained for Answer thereto or unto so much thereof as this Defendant is Advised doth Matterially Concern him to make Answer unto This Defendant Answereth and Saith That he absolutely Denys That he this Defendant did at the time mentioned in the Complainants Bill of Complaint or at any other time apply himself to the Complainant in Order to purchase a Parcell of Silk Thread belonging to the Complainant nor did the Complainant ever Sell unto this Defendant the said Silk Thread amounting to Two hundred Seventy four Pagodas three fanams and Sixty Cash nor had this Defendant ever any dealings with the Complainant upon any Account whatever save only as hereafter is Mentioned And this Defendant further Saith That he denys he ever Signed or gave unto the Complainant any Cadjan Note or Writing wherein he agreed to pay to the said Complainant any Sum of Money whatever as and for Silk Thread bought by him this Defendant Nor doth the Note given by this Defendant to the Complainant imply that it was given for Silk Thread bought by this Defendant as the Complainant would insinuate for this Defendant Saith That it Appears plainly by the said Note given by this Defendant That it was for Account of Silk thread bought by another Person and the Intention thereof was for no other Account as is hereafter sett forth and therefore this Defendant Saith That one Bussoapa Merchant of Madrass at the time mentioned in the Complts. said Bill of Complaint

having bought of the Complainant a parcell of Silk Thread Amounting to the Sum of Money mentioned therein But the Complainant fearing to trust the said Bussoapa unless some other person would be bound with him for the performance of the Agreement he the said Bussoapa prevailed on this Defendant to give a Counter Note under this Defendants hand for such performance of the said Bussoapa whereupon he the said Bussoapa did on or about the 2^d. day of March 1735/6 Sign one Cadjan Note or Writing wherein he acknowledged That the Silk bought by him of the Complainant Amounting to Two hundred Seventy four Pagodas and three Eights which Sum he was to send by the Compts. Peon Ketsias hand as by the said Note the translate whereof is hereunto annex will Appear And this Defendant likewise gave another Note to the Complainant under his hand bearing date on or about the said Second day of March which this Defendant then was informed was for the said Bussoapas performance of the aforesaid Agreement But this Defendant Saith That of the said Note of his hand be otherwise than as before sett forth The same is an intended and perpetrated fraud of the Complainant for that the said Note as this Defendant hath since observed is in the Mallabar Language which this Defendant doth not understand he being a Jentue as is also the Complainant And why the said Note Should be wrote in Mallabar when they both were Jentues this Defendant cannot Apprehend unless it was to impose upon this Defendant And this Defendant further Saith That the said Bussoapa having paid or otherwise satisfied the said Complainant the said Bussoapas Note of hand was sometime after delivered up to him who thereupon Acquainted this Defendant therewith and for further Satisfaction delivered the same to this Defendant which is now in this Defendants Custody ready to be produced as this Honoble Court Shall direct And this Defendant denys That he over paid the Sum of Ninety Seven Pagodas towards Discharge of the Note in the Compts Bill mentioned or any part thereof And this Defendant admitts it to be true that the Complainant has Demanded Payment of the Moneys pretended due on the said Note and that this Defendant hath denied payment thereof for the reasons aforesaid All which Matters and Things this Defendant is ready to Avert Maintain and prove as this Honoble Court shall Award and Prays to be hence Dismissed with his Reasonable Costs in this behalf most Wrongfully Sustained.

GRANT^m. BIRD,
Atty. for the Defendant.

MARCH THE 2^d. 1735/6.

The Raw Silk bought of Balla Grua Amounts to Pag^s. 274 $\frac{1}{2}$ which Pag^s. I shall send by your Peon Kitsias hand.

Signed BUSSAVAPAH,
RALPH MANSELL,
Examiner.

REPLICATION GENERALL
REJOINDER GENERALL.

Interrogatories to be Administred to such Witnesses as Shall be produced Sworn and Examined on the Part of Ball Gruah Merchant in a certain Cause where the said Ball Gruah is Complainant and Seeringa Chittee is Defendant and in another Cause wherein Seeringa Chittee is Complainant and Balla Gruah is Defendant

Imprimis Do you know the Partys Complainant and Defendant in these Couses or either and which of them and how long have you known them or either and which of them Declare.

Tripetty
Chittee
Tonnappa
Nina
Chittee,
Chetom-
boloo
Chittee.

Do you know the Cadjan Writing now produced and shewn to you at this the time of your Examination Marked with the letter (A) if yea sett forth by whom and by whose order the same was written is the Name of the Defendant Seeringa Chittee sett and Subscribed to the said Cadjan Writing of the proper Hand Writing of the said Seeringa Chittee and were you present at the time of Signing thereof Did the Defendant Seeringa Chittee at or before the time of Signing such Bond read over the same or was he by any other Person made Acquainted of the Purport true Intent and Meaning thereof Declare.

To Acca-
mah.

Did you at any time or times and when Receive of Seeringa Chittee any Sum or Sums of Money and on what Account and for whose use were such Sums or any part thereof received and to whom were the same delivered or paid by you, Did the Defendant Seeringa Chittee at the time of such payment or at any other time and when Write and Send any Letter or Note to the Complainant If Yea Say what was the Purport of such Note or Letter as you know or beleive and by whom the same was sent, Is the Cadjan Writing now produced and Shewn to you at this the time of your Examination Marked (B) the Note or Letter so Wrote and Sent by the Defendant Seeringa Chittee to the Complainant as you know or beleive Do you know the Cadjan now shewn Marked () and if yea Sett forth by whom and to whom it was Sent All which Declare according to the best of your knowledge or Remembrance.

Fulloore
Venganah.

Were you at any time and when desired by the Defendant Seeringa Chittee to deliver any Message to the Complainant and what was the purport of such Message and did you deliver the same to the Complt agreeable to the directions given you by the Defendant Seeringa Chittee Declare.

Narsimon.

Was you at any time sent with any Cadjan by the Plaintiff to the Defendant Seeringa Chittee If Yea sett forth what Answer had you from the Defendant, And is the Cadjan now shewn to you at this the time of your Examination Marked (A) the same Cadjan that you carried to the Defendt Declare.

To all the
Witnesses.

Do you know if the Defendant Seeringa Chittee can read or write Mallabars Did you ever See him read or write Mallabar or Do you know if he talks Mallabars Declare

To Kitsia.

Was you ever Employed by Balla Gruah to Demand any Money of Bussavapa Did you ever receive any Money of the said Bussavapa If yea Sett forth on what Account did you receive the same and on whose Account and to whom was the same paid by you. Are you at this the time of your Examination Servant to Balla Gruah or Did you ever receive any Wages of Balla Gruah Do you know the Cadjans now shewn you at this the time of your Examination Marked with the Letters D and E. If Yea Sett forth by whom they were sent and whom, and what was the Purport if you know Declare

Do you know or Can you Sett forth any other Matter or Thing Materiall for the Complainant in this Cause If So Sett forth the same as you know have been informed or do beleive with the reasons of such your knowledge and Beleif

JOHN RUSSELL,
Atty. for the Complainant.

Between Seeringa Chittee of Fort St. George Merchant Complainant and Balla Gruah of the same place Merchant Defendant

&

Between Balla Gruah of Fort St. George Merchant Complainant and Seeringa Chittee of said place Merchant Defendant.

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

TRIPPETTY CHITTEE of Madrass Merchant Aged 31 years or thereabouts being produced as a Witness on the part of Balla Grua was on the 27th day of July shown in person to Mr. David Forbes Attorney for Seeringa Chittee by Charles Nero who also gave him a Note of the Name Title and Place of abode of the said Deponent and afterwards being Sworn and Examined Deposeth as follows—

To the first Interrogatory this Deponent Saith That he doth know the Parties Complainant and Defendant in the Title of these Interrogatories Name and that he hath known Seeringa Chittee 1 year and half and Balla Grua one year and half.

To the Second Interrogatory this Deponent saith he doth know the Cadjan Writing now produced and shown to him at this the time of his Examination Marked with the Letter A it having been wrote by himself and this Deponent Saith it was wrote by the Order of Balla Grua and Seeringa Chittee in relation to some Raw Silk the said Seeringa Chitty bought of Balla Grua and this Deponent Saith the Name of the Defendant Seeringa Chitty sett and subscribed to the said Cadjan Writing is of the proper Hand Writing of the said Seeringa Chittee and this Deponent Saith he was present and Saw the said Seeringa Chittee Sign the said Cadjan and also read it over before he did Sign it.

To the sixth Interrogatory this Deponent Saith he doth know that the Defendant Seeringa Chittee can read and write Mallabars and this Deponent Saith he has seen him read and write Mallabars and this Deponent Saith he doth know that he talks Mallabars having heard him talk with others and also talked with him himself.

To the Eighth Interrogatory this Deponent saith he Cannot add any other Matter or Thing Matteriall for the Complainant Balla Grua in these Causes.

TRIPPETTY CHITTEE.

TOMBOO MOOTO NINAH CHITTY Aged 25 Years or thereabouts being Sworn and Examined on the part of Balla Grua Plaintiff.

To the Second Interrogatory this Deponent Saith He never Saw the Cadjan Writing now produced and shewn to him at this the time of his Examination Marked with the Letter A but once which was just before Seeringa Chittee was Sued by Balla Grua who shewed it to him and also told him this Deponent at the same time that he had wrote him down a Witness in a Cadjan Signed by Seeringa Chittee and the said Balla Grua further told this Deponent he was going to put the said Seeringa Chittee into Court and this Deponent Saith he knoweth not by whom, by whose Order or on what Account the said Cadjan was wrote, nor does he know that the Name of the Defendant Seeringa Chittee sett and Subscribed to the said Cadjan Writing is the proper hand Writing of the said Seeringa Chittee and this Deponent saith he was not present at the time of Signing said Bond and Knoweth nothing relating to it.

To the 6th Interrogatory this Deponent saith that he doth now know that Seeringa Chittee can read or write Mallabars having never seen him read or write Mallabars, But this Deponent saith he knoweth very well that he can talk it as he has spoke it with him himself for whenever this Deponent met him he received his Compliment in Mallabars.

To the 8th Interrogatory this Deponent saith he can add something further that is Material for Balla Grua in these Causes. This Deponent Saith Balla Grua Bussopah and Seeringa Chittee came to his Ground and this Deponent Saith said Balla Grua told him he had sold his Raw Silk to Bussopah and that Seeringa Chittee was bound for the payment of the Money for it and had promised to give him a Note for the same. And this Deponent Saith Balla Grua further told him Seeringa Chittee wanted 1 [⁄] Cent Brokerage as a Gratification for his Standing Security but that he would not give so much and asked

this Deponent his opinion about the Matter who told him to give Half $\frac{3}{4}$ Cent and accordingly it was thus agreed between them that is that the said Balla Grua should pay half $\frac{3}{4}$ Cent.

TOOMBOO MOOTO NINA CHITTY.

CHEMBOOLO CHITTY Aged 32 Years or thereabouts being Sworn and Examined on the part of the Plaintiff.

To the 2d Interrogatory Depoeth he doth not know the Cadjan Writing now produced and shewn to him at this the time of his Examination Marked with the Letter A nor anything relating to it.

To the 6th Interrogatory this Deponent Saith he never Saw Seeringa Chittee and therefore cannot tell if he can read write or talk Mallabars or not.

To the Eighth Interrogatory this Deponent Saith he doth not know any other Matter or thing Matterial for Balla Grua in these Causes But this Deponent Saith there is one Permanda Chittee that Lives with him, who he believes may give some Information in these Causes, And this Deponent Saith that he is of Opinion Ball Grua in Summoning him has Mistaken one Person for Another, as he says that he knows nothing relating to the Cause.

CHEMBOOLO CHITTY.

ACCANAH Aged 29 Years being Sworn and Examined on the part of Balla Grua.

To the 3d Interrogatory this Deponent Saith he did receive of Seeringa Chittee last Year 17 Pagodas at one time and Twenty at another time and gave a receipt for the same and this Deponent Saith he received the said Sums on Account of Silk Thread and for the use of Balla Grua, and that he delivered and paid the same to the said Balla Grua, And this Deponent Saith at the time of such Payment Seeringa Chittee did write and send a Letter to the Complainant, but cannot well remember the Contents of said Letter it having been a Year since, And this Deponent brought the said Letter, And this Deponent Saith he cannot read and therefore doth not know whether the Cadjan Writing now produced and shewn to him at this the time of his Examination Marked (B) be the Letter so wrote and sent by the Defendant Seeringa Chittee to the Complainant or not And this Deponent Saith he doth not know the Cadjan now shewn to him Marked (C) And this Deponent saith that there was a Cadjan Letter wrote by Seeringa Chittee to Balla Grua but cannot Say whether either of these two Cadjans be that Letter or not unless he should hear them read and then he should be able to tell.

To the 6th. Interrogatory this Deponent Saith the Defendant Seeringa Chittee can read and write Mallabars and doth know that he also talks Mallabars.

To the Last Interrogatory this Deponent Saith he cannot add any other Matter or Thing Matterial for the Complt Balla Grua in these Causes.

ACCANAH.

PULLOOR VENGANAH Aged 32 Years or thereabouts being Sworn and Examined on the part of Balla Grua.

To the fourth Interrogatory this Deponent Saith he was desired by Seeringa Chittee to deliver a Message to the Complainant some time ago and this Deponent Saith the purport of said Message was That the said Seeringa Chittee had delivered the Silk (for payment of which he was Security) to Bossapah and that Ball Grua had sent his Peon with Bassapah and said Goods and further Seeringa Chittee desired this Deponent to advise Balla Grua not to press hard for the Money but have a little Patience and in a few days the Peon or the Money would be with him And this Deponent Saith he delivered this Message to the Complainant agreeable to the Directions given him by the Defendant Seeringa

Chittee and this Deponent Saith the Answer which the Complainant made was this. He desired this Deponent to tell Seeringa Chittee that the time in which he agreed to pay him being two Months was elapsed and therefore he must hasten the payment of the Money and further also to Acquaint Seeringa Chittee That if he did not discharge his Debt very Speedely he would put him into Court And this Deponent saith he delivered the Message to the said Balla Grua wrote a Letter to the Said Seeringa Chittee wrote to the following Purpose and in answer to what this Deponent wrote The said Seeringa Chittee Bassapah has not yet disposed of the Goods but as his People and Balla Grua's Peon had some Cotton Thread here at Conjeveram they will Sell it and bring the Money in Seven or Eight Days to Balla Grua.

To the 6th. Interrogatory this Deponent Saith he doth not know if the Defendant Seeringa Chittee can read or write Mallabars or not And this Deponent Saith he never did see him read or write Malabars.

To the Eighth Interrogatory this Deponent Saith he doth not know or can sett forth any other Matter or Thing Matteriall for Balla Grua in these Causes.

PULLOOR VENGANAH.

NARSIMON Aged 28 Years or thereabouts being Sworn and Examined on the part of Balla Grua.

To the 5th Interrogatory this Deponent Saith he was sent with a Cadjan by the Plaintiff to the Defendant and this Deponent Saith Seeringa Chittee read the note to himself and said it was very true he did owe Balla Grua the Money and would Pay it and further told him he had Sold the said Goods and the People were gone for the Money and would be here in two or three Days And this Deponent Saith the Cadjan now shewn to him at this the time of his Examination Marked with the Letter A is the same Cadjan He Carried to the Defendant Seeringa Chittee.

To the 6th Interrogatory this Deponent Saith That he cannot pretend to Say Seeringa Chittee can read Mallabars but Saith when he gave him the said Cadjan he the said Seeringa Chittee looked upon it a little while and gave him the Answer he related in the 5th Interrogatory and this Deponent Saith he doth now know that he writes or talks Mallabars to the eighth Interogatory this Deponent saith he can add something further that is Matteriall for the Complainant Balla Grua in these Causes. This Deponent Saith he and Balla Grua went a Second time with the abovementioned Cadjan markt A to Seeringa Chittee and after waiting the whole Day there and till twelve a Clock at Night he the said Seeringa Chittee at last came home and then they asked him for the Money who replied he would Satisfye Mootapilla (Mr. Morses Conicoply) and perswade him from pressing Balla Grua for the Money he was indebted to Mr. Morse And this Deponent Saith Seeringa Chittee went the next Morning with Balla Grua and this Deponent and desired Mootapilla not to be so hard with Balla Grua, but the said Mootapilla would give no Answer or hear anything he said, And this Deponent Saith he went a Third time to Seeringa Chittee who was not to be found, and this Deponent Saith he was told that he was told he was gone to Trivitore and Accordingly this Deponent and Balla Grua followed him thither but when they Arrived there he was gone to Conjeveram and after that he heard nothing of him.

NARSIMON.

KITSIA of Fort St. George Peon aged 45 years or thereabouts being Sworn and Examined on the part of Balla Grua.

To the 7th Interrogatory this Deponent saith that he was never employed by Balla Grua to Demand any Money of one Bassapah and this Deponent saith that he never received any money from the said Bassapah and Saith he is not at this time nor ever was a Servant to Balla Grua nor did he ever receive wages.

of Balla Grua and this Deponent Saith he doth not know the Cadjan now shewn to him at this the time of his Examination marked with the letter A as he knows not how to read but this Deponent saith there was a letter sent by Teagapah to him this Deponent and he could if he was to hear this Cadjan read whether it be that letter or not.

To the 6th Interrogatory this Deponent saith he doth know and hath seen the Defendant Seeringa Chittee read and write Mallabars and this Deponent saith he Saw him Sign a Note that he gave to Balla Grua about some Raw Silk and this Deponent Saith he doth know that he talks Mallabars.

To the Eighth Interrogatory this Deponent Saith he can add something further that is Matteriall to the Cause. This Deponent Saith Balla Grua sent for him one day and told him there was some Raw Silk going up the Country which Seeringa Chittee wanted a Peon to Accompany and if he would go to him he would be informed more of the matter and accordingly this Deponent went to Seeringa Chittee and asked him his Pleasure who Answered he would take him into his Service and then sent him with Bassapah and this Raw Silk to Conjeveram where he staid 45 days but this Deponent Saith they could not Sell it there and sent a Letter to Seeringa Chittee to the same Effect which Letter said Seeringa Chittee replied by another Peon named Teagapah That the time of Payment for the Raw Silk he bought of Balla Grua was Expired and desired this Deponent to get the Money as soon as possible and bring it here to Madrass and this Deponent saith he received this Letter at Conjeveram and pressd very hard of Bassapah for the Money and this Deponent saith Bassapah Teagapah and himself went together with this Raw Silk to Laula Pettah where they met with Bassapahs Uncle named Mooduana who received the Raw Silk and gave him in leiu [*sic*] thereof some Cotton Thread to the Value of 200 Pagodas and afterwards this Deponent Bassapah and Teagapah went back to Conjeveram with the said Cotton Thread whereupon there Arrivall they found Seeringa Chittee to whom they Delivered up the Cotton Thread And this, Deponent Saith after Bassapah had taken a receipt from Seeringa Chittee for the Cotton Thread he paid said Bassapah his Wages and Batta and sent him to Seeringa Chittee who told him he had no more occasion for him and therefore discharged him upon which this Deponent came away that day from Conjeeveram to Madrass and went to Balla Grua who desired him to go again to Conjeveram to Accanah and get the Money ready accordingly this Deponent when he Arrived there went with Accanah and Demanded the Money of some of the Inhabitants of Conjeveram to whom Seeringa Chittee had sold the Thread and from whom they received about 60 or 70 Pagodas and paid it to Seeringa Chittee and this Deponent left Accanah there who received some money afterwards and brought it to Balla Grua and more this Deponent Saith not.

KITSIA.

JANUARY THE 10TH. 1736-7.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator Seeringa Chittee Merchant of Madrass that one Bussopah of the same place about Ten Months past having Occasion for a Quantity of Goods and Merchandize agreed with Balla Grua Merchant now being and residing in Madrass for the purpose of a parcell of Silk Thread amounting to the sum of two hundred and seventy four Pagodas which he the said Bussopah was to pay in the space of two months or two return the said Goods back again unto the said Balla Grua and for that purpose he the said Bussopah gave a Cadjan Note under his hand to Comply with the said Agreement and as a further Security your Orator also gave another Cadjan Note under his hand to the said Balla Grua for such performance And your Orator shews that soon after the Expiration of the said two Months he the said Balla Grua sent his Servant one Kitsia unto the said Bussopah demanding performance of the said

Agreement but as the said Bussapah had not been able to Dispose of any part of the said Goods he therefore pursuant to the said Agreement delivered the same unto the said Kitsia and accordingly the said Ketsia gave up the said Cadjan Note which was under the hand of the said Bussapa And your Orator shews that these Transactions being done while your Orator was in the Country on his own Affairs he did not untill sometime after demand of the said Balla Grua the delivering up of your Orator's Cadjan Note which he has oftentimes done. But Now So it is May it please this Hono'ble Court That the said Balla Grua not only refuses to deliver up the said Note but Threatens to put the same in Suit against your Orator altho your Orator Charges as the truth is the Matter to be as hereinbefore set forth. Therefore Prays a Generall Relief touching the Premises.

GRANT^m. BIRD,
Atty. for the Compl.

JUR IN TUR.
JANUARY THE 10TH. 1736/7.
SWORN AT TRIPPLICANE PAGODA.
MARCH 1ST. 1736/7.

The Answer of Goope Chittee Balla Grua
Merchant of Madrass Defendant to the
Bill of Complaint of Seeranga Chittee of
the same place Merchant Complainant.

This Defendant Saving to himself now and at all times hereafter all and all manner of benefits and Advantage of Exemption to the Errors and Imperfections in the said Bill Contained for Answer thereto or unto so much thereof as this Defendant is advised doth Matterially Concern him to make Answer unto This Defendant Saith That he absolutely denys his having any Dealings at the time mentioned by the Complainant in his Bill of Complaint with Bussapa for Silk or any other Merchandise whatever or any Sum or Sums of Money on any account And this Defendant also Denys that he ever received of the said Bussapa any Note Bond or Cadjan whereby the said Bussapa had obliged himself to pay this Defendant any Sum or Sums of Money whatever as is sett forth by the Complainant and this Defendant Says that he never sent one Kitsia to the said Bussapa to make any demand of the said Bussapa for any Sum or Sums of Money said to be due from the said Bussapa to this Defendant as sett forth by the Complainant and this Defendant further Shews That he never received of the Compl. any Bond Note or Cadjan or any Sort of Writing whatever whereby the Complainant Seeranga Chittee did bind or oblige himself to be Security for the said Bussapa as is sett forth by the Complainant in his Bill of Complaint Neither can this Defendant Remember that he was ever asked by the Complainant or by any other Person for him for any such thing as a Security Note Bond Cadjan or Writing said by the Complainant to be given this Defendant in behalf of the said Bussapa And this Defend. says That he has great reason to believe This Story of a Security Bond is only Trumplt up by the Complainant in Order to Deprive this Defendant of his Just Right All which Matters and Things This Defendant is ready to Avert Maintain and prove as this Hono'ble Court shall Award and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained.

JOHN RUSSELL.
Atty. for the Defendant.

REPLICATION GENERALL.
REJOINDER GENERALL.

Interrogatories to be Administered to such and Examined in a Certain Cause where Seeringa Chittee is Complt. and Balla Grua is Defendant as also in one other Cause where Balla Grua is Complainant and Seeringa Chittee is Defendant.

Witnesses on the part of Seeringa Chittee.

Imp.—Do you know the Parties Complainant and Defendant in these causes wherein you are now to be Examined and how long have you known them or either and which of them Declare.

Peanore
Pitche
Chittee
Eata
Bangapa
Chittee.

Item.—Did you frequently go to Balla Grua's godowns on Business and other ways. Did you See One Bussapah by a Parcell of Silk Thread of the said Balla Grua, who weighed off the Silk Thread to the said Bussapa, and who took account of the same and did you See the said Silk Thread weighed over and to whom was it delivered after it was Weighed over and was Seeringa Chittee then present at making of the Bargain or delivering of the Silk All Declare according to the best of your knowledge or Remembrance.

Kistnoma
Chittee
Astagaroo
Narrain
Chittee &
Taunta
Mutall
Nicall.

Item.—Was you some time ago in the Country, did you see one Bussapa in Company with Kitsia Balla Grua's peon, did you ask the said Bussapa what he had done with the goods he had bought of the said Balla Grua, and did you assign for the reason you askt Bussapa the Question and what was Bussapa's answer and how long is it since, also declare if you then knew that Seeringa Chittee had given a Note as further Security for payment of the Value of the Silk which Bassapa had bought of the said Balla Grua all which Declare according to the best of your knowledge or Remembrance.

To Madrass
Teagapah.

Item.—Was you sent on a Message by Balla Grua into the Country where one Bussapa and Kitsia were; Did Seeringa Chittee desire you to enquire of the said Bassapa how he had disposed of the Goods he the said Bussapa had bought of Balla Grua and did Seeringa Chittee tell you that the reason of this his enquiry was that he the said Seeringa Chittee had given a Bond to Balla Grua and a further Security for Bassapa for the said Goods and what did Bassapa and Kitsia reply thereto, and was there a Letter wrote which you brought to the said Balla Grua, and was the said Letter read in your presence and who wrote the said Letter and what was the contents thereof and how long is it since all which declare according to the best of your Remembrance as also declare what Balla Grua said to you when you delivered the said Letter, and did you go to the Country a Second time by order of the said Balla Grua in Company with Accya Balla Grua's brother and where Bussapa and Kitsia were and who sold the Goods and who received the Money at different times for the said Goods and to whom was the Money remitted on the different payments and how long is it since All which declare according to the best of your knowledge or Remembrance.

Maga-
patnam.
Venkatee
putty
& Gulla
Swamy.

Item.—Was you in the Country some time ago where Bassapah and Kitsia were when Balla Grua sent a Letter to them Concerning the Goods Bassapah had bought of the said Balla Grua by one Madrass Teagapah did you hear the said Letter read and what was the Contents thereof and what reply did the said Bassapah and Kitsia make to the Message which was delivered and what was the said Message and the reason thereof and was there a Letter wrote to Balla Grua in return of his to Balla Grua and Kitsia and who wrote the said Letter and was the Letter read or the Contents told in your presence and what was the Contents thereof to the best of your knowledge or Remembrance declare, as also set forth and Declare if you was in the Country where Bassapah and Kitsia were when the said Madrass Teagapah returned with Accya Brother to the said Balla Grua who Sold the Goods and who received

the Money and who made the Remittances and to whom was the Money remitted on the different payments and how long is it since all which Declare according to the best of your knowledge or Remembrance.

Item.—Was you sent to the Country some time ago by Balla Grua to enquire after some Goods which he the said Balla Grua Sold to Bassapa and did you Enquire at Seeringa Chittee (Seeing he was bound for the payment of the said Goods) for the said Goods or Money for the same what was Seeringa Chittee's Answer to you thereon and when you went to Accya Balla Grua's Brother and Bassapah and Kitsia and delivered the said Message from Seeringa Chittee what was their Answer and did they Acknowledge that they or either of them had Sold the Goods and who Sold them and did the said Accya return with you to Madrass and pay the Money which he had received and how much did the said Accya bring and deliver to his Brother Balla Grua in part payment of the said Goods also Declare whether or not sometime before you Seed [*sic*] Bassapah and Balla Grua together when Balla Grua told Bassapah that he could not be Easy untill he had his Money or farther Security for the Goods he the said Balla Grua had Sold to the said Bassapah what return did Bassapah make thereto and did you See the said Bassapah give a Cadjan Note or Writing to the said Balla Grua for payment of the Value of the said Goods and how long is it since it happened According to the best of your knowledge or Remembrance.

Sashadree.

Item.—Did Balla Grua agree with you for a Certain Sum of Money to go and Return to Laula Pettah in the Ccountry with a Letter in his the said Balla Grua's Name as also Signed by Seeringa Chittee to Bassapah to enquire after some Goods or Money for the Goods which had been Sold by the said Balla Grua to Bassapah and further Security given by the said Seeringa Chittee. Did you deliver the said Letter and what was Bassapah's Answer to you thereon, also Declare and Sett forth If Kitsia Balla Grua's Peon was not sent to the Country with Bassapah to receive the Money ariseing upon the Sale of the Goods and whether or not Balla Grua for that purpose sent Bassapah's Note with the said Kitsia that the Note might be delivered to Bassapah on payment of the Moneys All which Declare according to the best of your knowledge or Remembrance.

Gruapah.

Item.—Do you know or can you say any other Matter or Thing Matteriall for the Complainant in these Causes if so Sett forth the same as you know have been informed or do beleive with the Reasons for such your Knowledge and Belief.

DAVID FORBES,
Atty. for Seeringa Chittee.

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause where Seeringa Chittee is Complainant and Balla Grua is Defendant and also in one other Cause where Balla Grua is Complainant and Seeringa Chittee is Defendant.

Witnesses on the Part of Seeringa Chittee.

Imp.—Do you know Seeringa Chittee in one Cause Complt. and in the other Defendant, also do you know Balla Grua Defendant in the one Cause and Complainant in the other and how Long have you known them or either and which of them Declare.

Did one Bassapah sometime ago when he came from the Country Lodge at your House, did you go along with him to Balla Grua's Godown, in order to buy a Parcell of Silk Thread did he buy it at that time did you go a second

Balu
Chittee
Bangapah.

time did you then See the Bargain finished was the Silk then weighed over by whom was it weighed over, who kept an Account of the same and who received did you See Bassapah give a Cadjan Note for the Value thereof and to whom was the same given was you in, Company some days thereafter with Bassapah and Balla Grua was the said Balla Grua very Importunate for farther Security given and what passed thereon was there farther Security given and who gave the Cadjan Note for that Effect to Balla Grua and how long is it since the aforesaid Transactions happened also Declare if you see the Note delivered for farther Security and who delivered the same and to who was it delivered All which Declare according to the best of your Remembrance.

Item.—Can you Sett forth any other Matter or Thing Matteriall for Seeringa Chittee in the Causes aforesaid if so sett forth the same to the best of your knowledge or Remembrance.

DAVID FORBES,
Atty. for Seeringa Chittee.

Between Seeringa Chittee of Fort St. George Complainant and Balla Grua of the same place Defendant.

&

Between Balla Grua of Fort St. George Complainant and Seeringa Chittee of the same place Defendant.

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

PIANORE PITCHEE CHITTEE of Fort St. George Merchant aged 40 Years or thereabouts being produced as a Witness on the part of Seeringa Chittee was on the 7th. day of July 1737 shewn in person to Mr. John Russell who is Attorney for Balla Grua by Charles Nero who also gave him a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent Saith that he doth know the Parties Complainant and Defendant in the title of these Interrogatories named and that he hath so known Seeringa Chittee 14 or 15 Years or thereabouts and Balla Grua 6 or 7 Years.

To the Second Interrogatory this Deponent Saith He never did go to Balla Grua's Godown on business or otherways and this Deponent Saith He did not See one Bassapah buy a parcell of Silk Thread of the said Balla Grua and this Deponent Saith he does not know who weighed off the Silk Thread to said Bassapah nor who took account of the same neither did he see the said Silk weighed over nor doth he know to whom it was delivered and this Deponent Saith he doth not know that Seeringa Chittee was then present at making of the Bargain or delivery of the Silk And this Deponent Saith That Bassapah came to his house to buy some Corall and agreed to take it of him at a Pagoda or two more or less in the price after which he went away leaving his Seal upon it in this Deponent's Custody Saying he would come tomorrow but said Bassapah did not come for three Days And this Deponent Saith he afterwards found him and Balla Grua in Company who were both going to Balla Grua's Godown and this Deponent Saith he followed them till they went into the said Godown and this Deponent Saith Bassapah seeing him come in met him on one Side and this Deponent Saith he then told said Bassapah it was three days since he had Sealed up the Corall and asked him how it happened that he did not Come to take it away to which he answered his time had been taken up in buying the Silk he saw betwixt them and that so soon as it was weighed off He the said Bassapah promised he would Come to him and accordingly he came the next Morning and this Deponent Saith after looking upon the Corall he the said Bassapah had Sealed with his own Seal he told him he would pay

him Twenty Pagodas here and the remainder he would send him from Laula Potta But this Deponent not coming to an agreement said Bassapah told him If he would let him have the Corall and send his Man with it in the Country he would send the Money by him in the same Manner as he should Send Balla Grua's Money by his Man And this Deponent Saith it is a Year and a half since or thereabouts and more faith [*sic*] not to this Interrogatory.

To the Eighth Interrogatory this Deponent Saith he doth not know or can sett forth any other Matter or thing Matteriall for Seeringa Chittee in these Causes.

PIANORE PITCHEE CHITTEE.

Ecata Rangapa Aged 30 Years or thereabouts being Sworn and Examined on the Part of Seeringa Chittee.

To the Second Interrogatory this Deponent Saith He did not frequently go to Balla Grua's Godown on business or otherwise having never been there but once which was to look for Bassapah And this Deponent Saith he did not see Bassapah buy a parcell of Silk Thread of said Balla Grua and doth not know who weighed off the said Silk Thread to the said Bassapah nor who took account of the same And this Dep^t. Saith he did not see the said Silk Thread weighed off nor doth he know to whom it was Delivered after it was weighed over nor doth he know that Seeringa Chittee was present at making of the Bargain or delivery of the Silk and this Deponent Saith Bassapah came to his house to buy some Corall and made a Bargain for the same for 147 Pagodas but he not having paid the Money left the Corall in this Deponents hands with his Seal upon it and promising to Come in the Morning to take it but he not coming This Deponent went to look for him and met him and Balla Grua at the Middle Gate and Joined Company and followed with them till they came to a Godown where the said Bassapah and Balla Grua went in but This Deponent Saith he remained out And this Deponent Saith he Called to Bassapah and asked the said Bassapah why he did not pay him the Money for the Corall to which Bassapah replied he was weighing some Silk at Balla Grua's Godown and that after he had done he would come to his House And this Deponent Saith said Bassapah told him if he would send his Man with him and let him have the Corall he would return the Money by him in the same manner as he should send the Money to Balla Grua by his Man and more Saith not to this Interrogatory.

To the eighth Interrogatory this Dep^t. Saith he doth not know or can Sett forth any other Matter or Thing Matteriall for Seeringa Chittee in these Causes.

ECATA RANGAPAH.

KISTNOMA CHITTEE Aged 30 Years or thereabouts being produced as a Witness on the Part of Seeringa Chittee.

To the 2^d. Interrogatory this Deponent Saith That he was sometime ago in the Country at a place called Caunchi and did see one Bassapah in Company with Kitsia Balla Grua's Peon and this Deponent Saith he did ask the said Bassapah what he had done with the Goods he had bought of the said Balla Grua and the reason why he asked the question was because he knew that Seeringa Chittee stood Security for Bassapah to Ball Grua and was present here when he promised it And this Deponent Saith said Bassapah replied Ball Grua has sent his Peon called Kitsia hither with the Bonds for to demand the Money of me and in part payment I have delivered five Bales of Cotton Thread to Kitsia and the remainder I shall deliver to him in a few days and then I'll take up my Bonds, What Business had I therefore with Seeringa Chittee since Balla Grua's Man is here And This Deponent Saith it is now Thirteen months ago, And This Deponent Saith he did not then know

that Seeringa Chittee had given any Note as further Security for payment of the value of the Silk which Bassapah had bought of said Balla Grua and more Saith not to this interrogatory.

To the Eighth Interrogatory this Deponent Saith he doth not know or can sett forth any other Matter or Thing Matteriall, for Seeringa Chittee In These Clauses.

KISTNOMA CHITTEE.

ASTAGAREE NARRAIN CHITTEE Aged 27 Years or thereabouts being Sworn and Examined on the part of Seeringa Chittee.

To the 3^d. Interrogatory this Deponent Saith that he was in the Country sometime ago and did see one Bassapah in Company with Balla Grua's Peon Kitsia and also did ask Bassapah what he had done with the Goods he had bought of Balla Grua and This Deponent Saith he heard that Seeringa Chittee recejved Silk Thread from Balla Grua and delivered it to Bassapah promising to stand security for the payment of the Money to said Balla Grua which was the reason of his asking the Question And this Deponent Saith The said Bassapah replied What business have I with Seeringa Chittee since Balla Grua's own Man Kitsia has brought the Accounts hither and is here to demand the Money of me I have already delivered 5 Bales of Cotton Thread to Kitsia in part of payment and the remainder I will deliver to him in two or three days time and take up my Bonds and therefore as this is my intention What Occation has Seeringa Chittee to take any further trouble in this Affair And this Deponent Saith it is two years or thereabouts since And this Deponent further Saith that he did not then know that Seeringa Chittee had given a Note as further Security for payment of the Value of the Silk which Bassapah had bought of the said Balla Grua and more this Deponent Saith not.

To the Eighth Interrogatory this Deponent Saith he doth not know or can sett forth any other Matter or Thing Matteriall for Seeringa Chittee in these Causes.

ASTAGAREE NARRAIN CHITTEE.

TAUNTA MOOTAL NICALL Aged 30 Years or thereabouts being Sworn and Examined on the part of Seeringa Chittee.

To the Third Interrogatory Deposeth that he was sometime ago in the Country and did see Barsapah and Kitsia Balla Gruas Peon in Company together And this Deponent Saith he did ask Barssapa what he had done with the Goods the said Barsapa had bought of Balla Grua and this Deponent Saith what he heard here was the reason of his asking the Question And this Deponent Saith that Bassapah replied, Here is Kitsia who has brought the Bonds in order to receive the Money from me and I have already received him 5 bales of Cotton Thread and in ten days time the remainder will be here and I will deliver that also to him and receive back my bonds after which this Deponent asked Kitsia in the presence of Barsapah whether it was true that he had received 5 bales of Cotton Thread of said Barsapah and he replied yes and added that in ten days time Barsapah would deliver the remainder to him And this Deponent further Saith he privately asked Kitsia where those 5 bales were and said Kitsia pointed to a Godown and told there they were but this Deponent Saith it is a year and a month since and this Deponent Saith he did not then know that Seeringa Chittee had given a Note as further Security for payment of the value of the Silk which Barsappah had bought of Balla Grua and more Saith not.

To the Eighth Interrogatory this Deponent Saith he doth not know or can sett forth any other Matter or Thing Materiall for Seeringa Chittee in these Causes.

TAUNTA MOOTAL NICALL.

MAGAPATNAM VENCATTEE PUTTY Aged 50 Years or thereabouts being Sworn and Examined on the part of Seeringa Chittee.

To the 5th Interrogatory Deposeth that he was in the Country at a place Called Laula Petta sometime ago where Barsapah and Kitsia were when Balla Grua and Kitsia wrote a letter to them concerning the Goods Barsapa had bought of the said Balla Grua by one Madrass Teagapah and this Deponent Saith Kitsia replied to Teagapa That the Goods he had bought of Balla Grua were not yet sold but when they were he would bring the Money and this Deponent Saith the Message Teagapa was sent upon was to get the Money but this Deponent Saith He doth not know the reason why Balla Grua sent the said Message and this Deponent Saith there was a Letter wrote by Kitsia but doth not know the Contents thereof And this Deponent Saith he was in the Country where Barsapa and Kitsia were where the said Madrass Teagapa returned with Accana but this Deponent Saith he doth not know that the Said Accana is a brother to Balla Grua and this Deponent Saith Barsapa and Kitsia sold the Goods and this Deponent saith the raw Silk was first Sold for Cotton Thread and the Money in return for it was received by Kitsia and Teagapa and paid to Accana but this Deponent Saith he doth not know who made the Remittances or to whom it was made and this Deponent saith it is about 15 or 16 months since and more saith not.

To the Eighth Interrogatory this Depont. Saith Barsapa asked Kitsia for a receipt (he the said Barsapa had signed for the Goods he had bought of Balla Grua since he paid the Money and this Deponent saith Kitsia accordingly gave him the receipt which receipt had been first given by Barsapa to Balla Grua who afterwards sent it by Kitsia and this Deponent saith so soon as Barsapa received the receipt he gave it to Seeringa Chittee and more this Deponent Saith not.

MAGAPATNAM VENCATEE PUTTY.

GULA SWAMEY Aged 52 Years or thereabouts being Sworn and Examined on the part of Seeringa Chittee.

To the fifth Interrogatory Deposeth That he was in the Country sometime ago at a place called Laula Petta when Bassapa and Kitsia came there & this Deponent Saith that Balla Grua sent a Letter to them the said Bassapah and Kitsia concerning the Goods Bassapa had bought of the said Balla Grua by one Madrass Teagapa, and this Deponent Saith he did not hear the said Letter read nor doth he know the Contents thereof and this Deponent Saith said Bassapa was present when the said Kitsia made the following reply to the Message, Bassapa has promised to sell the goods in two or three days and pay me the money and untill it is paid I have got the Possession of the Goods and Bonds and the Accounts and this Deponent Saith there was a Letter wrote to Balla Grua in return of his to Bassapa and Kitsia and this Deponent Saith the said Letter was delivered to Teagapa who gave it to Balla Grua but this Deponent Saith it was neither read nor wrote in his presence but Teagapa to whom the Letter was delivered told him the contents of it which was as follows That Kitsia had got the Bonds Goods and Accounts in his Custody and Barsapa had promised in a short time to Sell the Goods and pay the Money And this Deponent Saith That he was at Laula Petta in the Country where Bassapa and Kitsia were when the said Madrass Teagapa returned with Accya Brother to the said Balla Grua And this Deponent Saith Kitsia And Accya Sold the Goods and said Accya received the Money but this Deponent Saith he doth not know who made the Remittances and this Deponent Saith Accya and Teagapa told him that after they collected the Money they brought it hither and more saith not.

To the Eighth Interrogatory this Deponent Saith he doth not know or can sett forth any other Matter or Thing Materiall for Seeringa Chittee in these Causes.

GULA SWAMEY.

GRUAPA Aged 45 Years or thereabouts being Sworn and Examined on the part of Seeringa Chittee.

To the Seventh Interrogatory this Deponent Saith That Balla Grua and Seeringa Chittee did agree with this Deponent for a Certain Sum of Money to go and return to Laula Petta in the country with two Letters and this Deponent Saith these two Letters were wrote by a Braminy with the consent of the said Balla Grua and Seeringa Chittee and this Deponent Saith That Balla Grua and Seeringa Chittee told him That if the Goods were sold and the Money ready he this Deponent and Kitsia Balla Gruas Peon should return with the Money and this Deponent Saith he did deliver the Letter to Bassapa who made him the following Answer, What Business have I with Seeringa Chittee since Balla Gruas own Peon is here, I have now by me some Cotton Thread and Money with which I'll Satisfy said Balla Gruas Peon and send him said Kitsia away And this Deponent Saith after he had made him this Answer he the said Bassapa wrote a Letter and gave it to this Deponent who bought the said Letter here and delivered it to Balla Grua after which he went about his Business And this Deponent Saith there is a quarter of a Pagoda due to him for his coolie hire as yet unpaid and this Deponent saith Kitsia Balla Gruas Peon was sent to the Country with Bassapa to receive the Money arising upon the Sale of the Goods and this Deponent Saith Balla Grua for that purpose sent Bassapa a Note with the said Kitsia that the Note might be delivered to Bassapa on payment of the Monies and more Saith not to this Interrogatory.

To the eighth Interrogatory this Deponent Saith he doth not or can sett forth any other Matter or Thing Matterial for the Complainant Seeringa Chittee in these Causes.

GRUAPA.

BALNA CHITTEE RANGAPA Aged 32 years or thereabouts being Sworn and Examined on the part of Seeringa Chittee.

To the Second Interrogatory this Depont. Saith That one Bassapa some time ago when he came from the Country did Lodge at his house and this Deponent Saith he did go along with the said Bassapa to Balla Gruas Godown in order to buy a parcel of Silk Thread and this Deponent Saith he did buy it at that time and this Deponent Saith he did go a Second time and did see the Bargain finished and this Deponent Saith the Silk was then weighed over and Balla Grua was the Person who weighed it and also kept an account of the same and this Deponent Saith Bassapa received the Silk Thread and did See Bassapa give a cadjan Note for the Value thereof and the said Cadjan Note was given to Balla Grua and this Deponent Saith he was not in Company some days thereafter with Bassapa and Balla Grua and this Deponent Saith Balla Grua was not very importunate for further Security he only saying he would send his man along with Bassapa into the Country to receive the Money of him and this Deponent Saith that three or four days after Balla Grua desired Bassapa to Choose some Responsible Man to be his Bondsman and then he might take the Goods away and this Deponent Saith Bassapa did bring Seeringa Chittee for his Security to Balla Grua and the said Seeringa Chittee stood but whether they entered into any Agreement in Writing this Deponent does not know but this Deponent Saith in two or three Days after he saw the Goods carrying away and this Deponent Saith it is Seventeen or Eighteen Months since. And this Deponent Saith he did not See any Note delivered for further Security nor doth he know he delivered the same nor to whom it was delivered But this Deponent Saith at the same time the Goods were weighing Balla Grua received a Bond from Bassapa which he sent with his Peon along with Bassapa to receive the Money and more saith not to this Interrogatory.

To the Third Interrogatory this Depont. Saith he doth not know or Can Sett forth any other Matter or Thing Matterial for the Complainant Seeringa Chittee in these Causes.

BALNA CHITTEE RANGAPA.

MAYORS COURT OF
MADRASPATNAM
RAWSON HART ESQR. MAYOR
HOLLAND GODDARD EDWARD
FOWKE
TIMOTHY TULLIE, SIDNEY FOXALL,

SAMUEL GREENHAUGH, CORNELIUS
GOODWIN *Ald^m*.

Tuesday the 20th day of Sept. A.D. 1737.
Between Balla Grua of Fort St. George
Merchant Complainant and Seeringa
Chittee of the same place Merchant
Defendant

&

Between Seeringa Chittee of Fort St.
George Merchant Complainant and Balla
Grua of the same place Merchant Defend-
ant.

These Causes coming on this day to be heard and Debated before this Court in the presence of the Parties and their Attorneys on both Sides on hearing the Proofs taken in these Causes and also Translate of One Cadjan Bond under the hand of Seeringa Chittee dated the 2nd Day of March A.D. 1735/6 for Securing the Repayment of the Sum of Pagodas 274. 3. 60. and Interest to Balla Grua and also Translate of One Cadjan Writing under the hand of Bas-sapa dated the 2nd of March 1735/6 And also Translate of a Letter from Seeringa Chittee to Balla Grua dated the 1st of August 1736 and also Translate of one other Letter from Ockana to his Brother Balla Grua dated the fourth of June 1736 and also Translate of one other Letter from Seeringa Chittee to Kistna Peon dated the 6th April 1736 Read and what was Alledged on either side and upon Examination had of the Matters in these Causes and due Consideration thereon this Court do therefore think fit to Order and Decree and doth accordingly Order and Decree that Seeringa Chittee do pay unto Balla Grua the full and Just Sum of two hundred seventy four Pagodas, Three fanams and Sixty Cash being the Principall Money due on a Note of Hand given by the said Seeringa Chittee to Balla Grua dated the 2nd Day of March A.D. 1735/6 together with such Interest as now is or may hereafter be due thereon after the rate of eight p Cent p Annum from the date thereof untill Full Payment be made, and it is further Ordered that The Bill preferred by the said Seeringa Chittee against the said Balla Grua do stand Dismissed out of this Court, and that Seeringa Chittee do pay the Costs of Suite in these Causes.

JOHN STRATTON,
Reg^r.

AUGUST 23D. 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth and to this Honoble Court Your Orator Vandavasee Narsue Merchant of Madrass that on or about the 30th Day of June in the Year of Our Lord 1734 Latchema Narrain Son of Gudee Dauze Merchant of and now being and residing in Madrass having Occasion for a Parcell of Goods applyed himself to your Orator for the same but your Orator not having such Goods in his Possession did upon his own Credit Purchase Goods and delivered to said Latchme Narrain to the Amount of Pagodas Two hundred and Sixty Nine, Eighteen Fanams and Forty Five Cash Current of Madras which is in Sterling Money of Great Brittain allowing Eight Shillings p Pagoda the Sum of One hundred and Eight Pounds or thereabouts which Moneys was to be paid in One Month's Time after the delivery of the said Goods with Interest after the rate of Eight p Cent p Annum during the Non Payment of the same, and for Farther Security the said Latchma Narrain did Deposite in your Orators hands a Green Stone that the same might be Sold towards payment of the said Debt if payment was not made Otherways in terms of the agreement and your Orator shews that some Disputes being arose betwixt your Orator and the said Latchma Narrain concerning the payment of

the Principall Moneys and Interest aforesaid the said Latchma Narrain did upon the fourteenth day of May in the Year of Our Lord 1736 make and give to your Orator One Cadjan or Agreement Bond thereby promising to pay the said Moneys and Interest within the Month of January after the date of the said Note and in failure whereof the said Stone was to be Sold towards Discharge of your Orator Debt which originall Note and translate thereof now in your Orators Custody and ready to be produced as this Honoble Court shall direct. And your Orator shews he has frequently in a friendly manner applyed himself to the said Latchma Narrain requesting him to perform his Just Engagements to your Orator But now so it is May it please this Honoble Court the said Latchme Narrain not only refuses so to do but to give your Orator the least satisfaction in the Premises.

DAVID FORBES,
Atty for the Complainant.

MAYORS COURT OF
MADRASPATNAM.

Tuesday the 20th day of Sept. A.D. 1737
Between Vandavasse Narsue of Fort
St. George Merchant Complainant and
Latchma Narrain of the same place
Merchant Defendant.

Upon reading the Plts. Petition and also Translate of one Cadjan Bond or Deed of Assignment under the hand of the Defendant dated the 14th day of May A.D. 1736 for Securing the repayment of the Sum of Pags 269.18.45 and Interest and the Defendant having been severall times Summoned to Appear to Answer Said Bill but willfully and obstinately refusing so to do this Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant do Pay unto the Plaintiff the full and Just Sum of Two Hundred Sixty Nine Pagodas Eighteen Fanams and forty five Cash being the Principall Money due on said Deed of Assignment together with such Interest as now is or may hereafter be due thereon after the rate of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ Annum from the date thereof untill full Payment be made and also the Cost of this Suite And its further Ordered That unless Payment be made on or before the Expiration of Fourteen days That the Mortgaged Premises be Sold and the Money Ariseing by such Sale paid to the Plaintiff in and towards Discharge of the aforesaid Debt and Costs.

JOHN STRATTON,
Regr.

AUGUST 16TH 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court Your Orator Ven-
catashia Braminy of Madrass That Mahamud Saibbue of the same place Mer-
chant having Occation for a sum of Money applyed himself to your Orator for
the Loan thereof whereupon your Orator did Advance and Lend unto the said
Mahamud Saibbue the Sum of Three Hundred Pagodas Current of Madrass
and for Securing the Repayment thereof he the said Mahamud Saibbue did
make and give unto Addee Sail and Tomina Nina Chitty in trust for your
Orator One Cadjan Note or Writing under his hand bearing date in Fort
St. George Anno Domini 1735 thereby Acknowledging the receipt of the said
Money which was to run at Respondentia on the Ship Gya Latchema from
Madrass to Junkselone and elsewhere on the Mallabar coast and back to Madrass
at the rate of Twenty One $\frac{1}{2}$ Cent to be paid Twenty One Days after the
Arrivall of the said Ship from her said Voyage to any Person that should
produce the said Cadjan as by the said Cadjan Note or Writing and Translate

thereof now in your Orators Custody and ready to be produced as this Honorable Court shall direct will Appear And your Orator shews that the said Ship Arrived long since at Madrass from the said Voyage in Safety by reason whereof the said Moneys with the Respondentia became due and payable whereupon your Orator Applied unto the said Mahamud Saibbue and requested him to pay the said Moneys due to your Orator as aforesaid But now So it is May it please this Honorable Court that the said Mahamud Saibbue not only refuses to pay the same, but to give your Orator any Satisfaction in the Premises.

JOHN RUSSELL,
Atty for the Complt.

MAYORS COURT OF
MADRASPATNAM.
RAWSON HART ESQR. MAYOR
HOLLAND GODDARD, EDWARD
FOWKE

Tuesday the 18th day of October A.D. 1737
Between Venecatashia of Fort St. George
Merchant Complainant and Mahamud
Saibbue of the same place Merchant Defen-
dant.

TIMOTHY TULLIE, SIDNEY FOXALL
SAMUEL GREENHAUGH, CORNELIUS
GOODWIN, WM. JOHNSON AND
CHARLES SIMPSON, *Aldermen.*

Upon Reading the Plaintiffs Petition and also Translate of one Cadjan Bond at Respondentia under the hand of the Defendant dated the Thirteenth day of August A.D. 1735 for Securing the repayment of the Sum of Pags. 300 with the Respondentia or Premjum to grow due thereon and the Defendant this day appearing in Court Acknowledging the Execution of said Bond and not gainsaying the Justness thereof This Court do therefore 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 Pagodas being the Principal Money due on said Bond at Respondentia together with such Interest as now is or may hereafter be due thereon agreeable to the Tenour thereof untill full payment be made and Also the Costs of this Suite.

JOHN STRATTON,
Regr.

AUGUST 16, 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honorable Court your Orator Mahamud Hussain of Madrass Merchant that Mahamud Saffee Merch^t. now being and residing in Madrass being bound on a Voyage from this Port to Junkselone your Orator did Bargain and Agree with the said Mahamud Saffee That your Orator should Lade on Board Ship Carreambux whereof he the said Mahamud Saffee was Noqueda, four Bales of Bengall Tappys Containing Thirty Six Corge and four Pieces Consigning the said Goods to the Said Mahamud Saffee And your Orator shews That Mahamud Saffee Did as a Security give unto your Orator one Note or Writing thereby Acknowledging the receipt of the said Goods and promising to be Accountable to your Orator before the produce Deducting Ten ₹ Cent for freight and five ₹ Cent Commission as will be appear by the said originall Note now in your Orator's Custody and ready to be produced as this Honorable Court shall direct will appear, and your Orator shews That the said Mahamud Saffee did proceed on his then intended Voyage and did Dispose of your Orators said Goods for a Considerable Advantage the said Mahamud Saffee receiving for your Orators said Goods as your Orator is Credibly informed Nineteen Candys of Tinn, And your Orator shews that the

said Mahamud Saffee is since Arrived safe at Madrass and delivered to your Orators Attorney in your Orators absence an Account that he sold your Orators Goods and had in Returned Eleven Candys and 74 of Tinn And your Orator shews that the said Mahamud Saffee never delivered your Orators Tinn as he ought but only paid on account of the said Tinn to your Orators Attorney One Hundred and fifty Pagodas and absolutely refuses to give your Orator any further Satisfaction in the Premisses.

JOHN RUSSELL,
Atty. for the Compl.

Tuesday the 18th day of October A.D. 1737
Between Mahamud Hussain of Fort
St. George Merchant Complainant and
Mahamud Saffee of the same place Mer-
chant Defendant.

Upon Reading the Plaintiffs Petition and also Translate of One Cadjan Note under the hand of the Defendant dated the day of A.D. and the Defendant this day appearing in Court after having been severall times Summoned to appear to Answer said Bill Of Complaint but willfully and obstinately refusing so to do. This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree That the Defendant do deliver to the Plaintiff nineteen Candys of Tinn on the Value thereof as rated in the Sea Customers Books of the United East India Company at this place A.D. 1737 first Deducing the Sum of One Hundred and Fifty Pagodas paid by the Defendant to the Plaintiffs Attorney in part thereof and that the Defendant do pay the Costs of this Suite.

JOHN STRATTON,
Regr.

Nov^r. 1, 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator Terwady of Fort St. George Merchant That Chinnee Woodundee of the same place Merchant having had divers and Sundry dealings with your Orator and having Occasion for a Sum of Money did Apply himself to your Orator for the Loan thereof whereupon your Orator did advance and lend unto the said Chinnee Woodundee the sum of four hundred and Twenty nine Pagodas Sixteen fanams Current of Madrass which is in Sterling Money of Great Brittain after the rate of Eight Shillings the Pagoda Amounts to One Hundred and Seventy Pounds or thereabouts and your Orator shews for Securing this Repayment thereof he the said Chinnee Woodundee did make and give to your Orator One Cadjan Note or Writing under his hand bearing date the 21st day of October in the Year of Our Lord 1736 thereby promising to pay the same on Demand with the Interest of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ Annum as by the said Originall Cadjan Note or Writing now in your Orators Custody and ready to be produced as this Honoble Court shall direct will Appear And your Orator further shews he has frequently Applied himself to the said Chinnee Woodundee requesting him to pay your Orators said Money with the Principal and Interest due thereon But Now so it is may it please this Honoble Court the said Chinnee Woodundee absolutely refuses to give your Orator any satisfaction in the Premisses.

JOHN RUSSELL,
Atty. for the Compl.

MAYORS COURT OF
MADRASPATNAM.

RAWSON HART ESQR.

MAYOR.

HOLLAND GODDARD, TIMOTHY

TULLIE,

SIDNEY FOXALL, CORNELIUS GOODWIN

& CHARLES SIMPSON,

Aldermen.

Tuesday the 8th day of Novr. A.D. 1737.
Between Terwady of Fort St. George
Merchant Complainant and Chinnee
Woodundee, of the same place Merchant
Defendant.

Upon Reading the Plaintiffs Petition and also Translate of One Cadjan Bond under the hand of the Defendant dated the 21st day of Oct. 1736 for securing the repayment of the Sum of Pags. 429.16 and Interest and the Defendant appearing in Court and Acknowledging the Execution of said Bond and the Justness of the Plaintiffs Demand this Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Plaintiff the Sum of Four Hundred and Twenty Nine Pagodas Sixteen fanams being the Principall Money due on the aforesaid Bond together with such Interest as now is or may hereafter be due thereon after the rate of Eight ̄ Cent ̄ Annum from the date thereof untill full Payment be made and also the Costs of this Suite.

NOVEMBER THE 1ST 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator Cashee Chittee Addeapa Merchant of Madrass That Mallaga Tona Chitty of the same place Merchant having had divers and Sundry dealings with your Orator and having occasion for a sum of Money Applied himself to your Orator for the Loan thereof whereupon your Orator did advance and Lend unto the said Mallaga Tona Chitty the Sum of Six Hundred and Nineteen Pagodas Twenty Nine Fanams and five Cash Current of Madrass which is in Sterling Money of Great Brittain after the rate of Eight Shillings the Pagoda Amounts to Two Hundred and Forty Pounds or thereabouts and your Orator shews for Securing the repayment thereof he the said Mallaga Tona Chittee did make and give to your Orator One Cadjan Note or Writing under his hand bearing date the first day of March in the Year of Our Lord 1736/7 thereby promising to pay the same on Demand with the Interest of Eight ̄ Cent ̄ Annum as by the said Originall Note or Writing now in your Orators Custody and ready to be produced as this Honoble Court shall direct will Appear. And your Orator further shews that he has frequently Applied himself to the said Mallaga Tona Chitty in the most friendly manner requesting him to pay your Orator the said Money with the Principall and Interest due thereon But now so it is May it please this Honoble Court the said Mallaga Tona Chitty absolutely refuses to give your Orator any satisfaction in the Premises.

JOHN RUSSELL,
Atty. for the Complt.

MAYORS COURT OF
MADRASPATNAM.

Tuesday the 8th day of Novr. A.D. 1737
between Cashee Chittee Addeapa of Fort
St. George Merchant Complainant and
Mallaga Tona Chitty of the same place
Merchant Defendant.

Upon reading the Plaintiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the 1st day of March A.D. 1736/7 for Securing the repayment of the Sum of Pags. 619-29-5 and Interest and the Defendant being present in Court and Acknowledging the Execution of

said Bond and the Justness of the Plaintiffs Demand this Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Plaintiff the Sum of Six Hundred Nineteen Pagodas Twenty Nine Fanams and Five Cash being the Principall Money due on the said Bond together with such Interest as now is or may hereafter be due thereon after the rate of Eight ̄ Cent ̄ Annum from the date thereof untill full payment made and also the Costs of this Suite.

JOHN STRATTON,
Regr.

NOVEMBER THE 10TH. 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator Mutta Vencattee Chittee Merchant of Madrass That Rammah Linga of the same place Merchant having had divers and Sundry dealings with your Orator and having Occasion for a Sum of Money applied himself to your Orator for the Loan thereof whereupon your Orator did advance and Lend unto the said Rammah Linga the full and just Sum of One Hundred and Thirty One Pagodas twenty two fanams and Forty Cash Current of Madrass and for Securing the repayment of the said Money the said Rammah Linga did make and give to your Orator one Cadjan Note or Writing under his hand bearing date the Eleventh day of March in the Year of Our Lord 1736 promising to pay the same on demand with the Interest of nine ̄ Cent ̄ Annum And Your Orator further Shews that the said Ramah Linga having occasioned for a further Sum of Money did apply himself to your Orator for the Loan thereof whereupon your Orator did advance and Lend unto the said Ramah Linga the further Sum of Ninety Eight Pagodas thirty one fanams and forty Cash which in Sterling Money of Great Brittain after the rate of Eight Shillings the Pagoda Amounts to Forty Pounds or there abouts And for Securing the repayment thereof he the said Ramah Linga did make and give to your Orator one Cadjan Note or Writing under his hand bearing date the 1st. day of February in the year of Our Lord 1736 thereby promising to pay the same on Demand with Interest after the rate of Nine ̄ Cent ̄ Annum as will appear by the said Cadjan Note or Writing now in Your Orators Custody ready to be produced as this Honoble Court shall direct, And your Orator further Shews that he has often requested the said Ramah Linga to pay your Orator the said Moneys with the Interest due thereon but without effect. Therefore prays a Generall relief touching the Premisses.

JOHN RUSSELL,
Atty. for the Complt.

MAYORS COURT OF
MADRASPATNAM.
RAWSON HART ESQR. MAYORS
HOLLAND GODDARD, TIMOTHY
TULLIE

SIDNEY FOXALL, SAMUEL GREENHAUGH
CORNELIUS GOODWIN, W^M. JOHNSON &
CHARLES SIMPSON, *Aldermen.*

Tuesday the 15th. day of Novr. A.D. 1737.
Between Mutta Vencattee Chittee of Fort
St. George Merchant Complainant and
Ramah Linga of the same place Merchant
Defendant.

Upon reading the Plaintiffs Petition and also Translate of One Cadjan Bond under the hand of the Defendant dated the 1st. day of Feby. A.D. 1736 : and also Translate of one other Cadjan Bond under the hand of the Defendant dated the 11th. day of March A.D. 1736 and the Plaintiff admitting to have received in part of the Principal and Interest due on the aforesaid Bonds the Sum of Pags. 125 and the Defendant appearing in Court and Acknowledging

the Execution of said Bonds and the Justness of the Plaintiffs Demand This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Plaintiff the Sum of One Hundred and Five Pagodas Eighteen Fanams being the Principall Money remaining due on the aforesaid Bonds together with such Interest as now is or may hereafter be due thereon after the rate of Eight ̄ Cent ̄ Annum from the Respective dates of the aforesaid Bonds until full Payment be made and also the Costs of the this Suite.

JANUARY THE 7TH. 1737.

TO THE HONOBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator Mutta Vencattee Chittee of Fort St. George Merchant that on or about the Eleventh day of August 1734 your Orator being possessed of a Ship named Chindadree Tellinginga Permall fitted out the same for a Voyage from hence to Syrian together with a Cargo of divers Goods and Merchandises Amounting in the whole to the Sum of Five Thousand Five Hundred Pagodas and upwards of which said Ship your Orator having appointed a Supra Cargo Noqueda and Clerk he Appointed and Agreed with one Manoel De Moura now being and residing in Madrass to go and be as Master thereof for the said Voyage who having Signed an Agreement for that purpose and to follow the Orders and Directions of your Orator from time to time he the said Manoel De Moura thereupon took possession of the said Ship in Order to perform the said Voyage But now so it is May it please this Honoble Court that the said Manoel De Moura either thro willful neglect or by means of his wants of Skill endangered the said Ship in so much that with great difficulty She arrived at Syrian and being so Arrived he the said Manoel De Moura contrary to the Tenour of his Agreement aforesaid not only disobeyed the Orders of your Orator and the person whom he appointed Supra Cargo as aforesaid But took all opportunitys and by Indirect Practices did entirely ruin and Oversett the said Voyage to your Orators loss and detriment upwards of Four Thousand Pagodas and Notwithstanding he the said Manoel De Moura absolutely refuses (altho it can be plainly proved that he was the sole cause thereof) to give your Orator any Satisfaction in the Premisses.

GRANTM. BIRD,
Atty. for the Complainant.

JURINTUR,
MAY THE 17TH. 1737.

The Answer of Manoel De Moura late Chief Mate of the Ship Chindadree Tellinginga Permaul Defendant to the Bill of Complaint of Mutta Vencattee Chittee of Madrass Merchant Complainant.

The said Defendant Saving to himself all advantages of Exception to the Errors and Imperfections in the said Bill contained for Answer thereto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto He this Defendant Sajth He absolutely denies that it Consist with his knowledge what the Value of the Cargo of Goods shipt on board the Vessell aforesaid where this Defendant was Chief Mate then bound from this place to Syrian in Pegu Consisted of But this Defendant admits that on or about the time mentioned in the Complainant's Bill of Complaint He this Defendant did agree with the Complainant and an Agreement Signed by both Parties for that effect as is also sett forth in the Complainant's Bill of Complaint In pursuance of which this Defendant went on board said Ship to Serve in the station he had Engaged himself in where he this Defendant exerted himself with all the Care and Diligence suitable to the Charges reposed

in him or so farr as he had power to Act by his Orders and Carrying the Complainant's Vessel safe to the designed Port and This Defendant further says in Answer to the Express Word in the Complainant's Bill of Complaint (That this Defendant either through wilfull Neglect or by means of his want of Skill endangered the Ship insomuch that it was with great difficulty She arrived at Syrian, and being so Arrived he the said Defendant contrary to the tenour of the Agreement aforesaid not only disobeyed the Orders of the Complainant or the person Nominated by him as Supra cargoe, but took all opportunitys and by indirect practices did entirely ruin and oversett the said Voyage to his the Complts. Loss and Detriment upwards of Four Thousand Pagodas). He this Defendant absolutely denys the same and Says that he this Defendant acted in all Respects as he was Commanded or empowered to do by the Agreement aforesaid as also Exerted himself so farr as lay in his the Defendant's power for the good and Advantage of the Complainant in the said Vessel and Cargo and what related thereto But as the Complainant seems to impute the Loss to this Defendant's Ignorance in his Business, Sure the Complainant was better informed of this Defendant's capacity before he importuned him to go in his service but as their Cast only Acts for their own Interest they impute all future Accidents to Neglect or want of Skill but this Defendant if Necessary will make it Appear by Examination that he is qualified for the business he contracted for with the Complainant as also this Defendant will make it appear to the Conviction of him the Complainant the falsities and absurdities in his the Complainant's Bill of Complaint by Affidavits taken and Attested by Mr. Jonathan Smart Resident to the Hono'ble East India Company at Pegue as also by other originall Certificates and Writings ready to be produced as this Hono'ble Court shall direct And this Defendant also Denys that ever the Complainant applyed himself unto this Defendant for the purposes in the said Bill also Mentioned only in this Suit. Neither can this Defendant Assign any Cause for the Complainant's Proceeding but to Screen himself in paying a very large Demand this Defendant has Against the Complainant and Freighters on the said Voyage. All which Matters and Things this Defendant is ready to prove and Maintain as this Hono'ble Court shall Award and Humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained.

DAVID FORBES,
Atty. for the Defendant.

REPLICATION GENERALL.
REJOYNDER GENERALL.

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause wherein Mutta Vencatty Chittee is Complainant and Manoel De Moura is Defendant.

Item.—Do you know the Parties Complainant and Defendant in this Cause or either and which of them and how Long have you known them or either and which of them Declare.

Do you know that the Defendant was Pilot of a Ship belonging to the Complainant if Yea sett forth what was the Name of Such Ship and where was She bound and to whom was the Cargo of the said Ship Consigned, Did the Person the said Cargo was consigned to Dispose of the said Cargo if nay sett forth the reason why the Person that the Cargo was consigned to did not Dispose of the same and who did Dispose of the Said Cargo, Do you know if the Defendant did Destroy or embezil any part of the said Cargo, Do you if the Defendant bought any Stores for the said Ship whereof he was Pilot, Do you know if the Defendant over Charged the Owner for the said Stores or any part of the said stores, Do you know of any Letter or Orders sent by the Complainant to the Defendant Did the Defendant receive any Letter or Order

from the Complainant Did the Defendant follow such Orders if Nay sett forth the Reasons why the Defendant did not follow such Orders.

Do you know any other Matter or Things that may be of Service to the Complainant in this Cause Declare.

JOHN RUSSELL,
Atty. for the Complt.

Between Moota Vencatty Chittee of Fort St. George Merchant Complainant and Manoel De Moura of the said place Mariner Defendant.

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

ADDIMULLAM CHITTEE of Fort St. George Noqueda Aged 65 Years or thereabouts being produced as a Witness on the part of the Complainant was on the 9th. day of October 1737 shewn in person to Mr. David Forbes 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 afterwards being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent Saith he has known the Defendant upwards of Two Years and the Complt. about Forty years having been Severall voyages Noqueda in his Ships.

To the Second Interrogatory this Deponent Saith he knows the Defendant to have been Pilot of a Ship belonging to the Complainant Called the Chindadree Tellinginga Permaul bound on a Voyage from this Port to Pegue with a Cargo Consigned to this Deponent Being Noqueda of said Ship which Cargo he Sold at Syrian and Clears the Defendant from Embezling or making away with any part of the said Cargo it being wholly under this Deponents direction. And this Deponent Saith That the Defendant had the sole Management of Repairing the Ship and Purchasing Stores for her, for which end he had Supplied the Defendant with Money to the Amount of 105 Viss of Silver and has Reasons to Imagine the Defendant did not see the Owners Justice from what this Deponent had been told by Mr. Townsend the Builders. Dubash Nellapah that on almost every article bought by the Defendant he overcharged on the necessaries bought for the Ship near Pags. 500 this Deponent who never once detected the Defendants in any thing of this kind himself, as to the Letter or Order the Defendant might have received from the Complainant this Deponent Saith that not approving of the Defendants Conduct he Applied to the Chief and laying his reasons before him desired the Defendant might be discharged from the Ship upon which the Defendant produced a Paper wrote in the Portugueze Language and gave it to the Chief and explained the same to him by saying they were instructions given him by the Complainant and the Chief then told this Deponent that he could not discharge the Defendant from the Ship and advised them to agree together and Act Amicably in Future which the Deponent refused to do and Absented himself from the Ship and left both her cargo to the Direction of the Defendant for near 3 Months when a ship Arrived with Letters directed to this deponent as Noquedah and to the Defendant as Pilot of the Ship from Moota Vencatty Chittee That in the Letter to this Deponent his instructions were to proceed with the Ship to Tamasary to take in Elephants, the Pilot's Letter he believes signified the same as well to obey this Deponents Instructions which the Defendant refused to comply with when ordered by this Deponent to make ready for the Tamasary Voyage by Saying as he had reason to Imagine This Deponent owed him no Good Will and being well Acquainted with the Siamese Governour and talking that Language he should by going thither put it in this Deponent's power to Revenge himself probably at the Cost of the Defendant's Life and

absolutely denied to go to that Port, this Deponent thereupon acquainted the English Chief thereof who replied you had better proceed to Madrass if he persists in his Resolution. This Deponent Saith that during the time of his being absent the Defendant [*sic*] the Cargo of Rice to some Maldiva Merchants at Syrian who told this Deponent they bought 5 Basketts of Tecall, but the Defendant Account Sales make mention of 5½ baskets each Tecall and further saith not to this Interrogatory.

To the 3rd Interrogatory this Deponent has further to say in behalf of the Complainant by setting forth the manner of the Defendant's behaviour at sea, sometime before the gale of Wind happened the said Pilot had a Quarrell with the Syrang and refused to proceed with the Ship untill he had satisfaction this Lasted 5 or 6 days during which time the Ship Lay at an Anchor and the Loss of so many Days this Dept. judges to have been the Cause of the Ship's losing her Passage as also in the bad weather in the month of Aprill the said Pilot Ordered the Ship to be Lighted and Goods to be thrown overboard without any Warrant from this Deponent for so doing as are usually granted by the Noquedah when the case requires it, when the Gale of Wind was over and the Ship on her return to Syrian the Defendant Stirrd up some Moors Merchants and Passengers that were on board to oblige this Deponent to sign a Paper to indemnifye the Defendant in what he had done at sea, at the same time threatening to Murder him if he refused, the Paper he was thus forced to Sign was wrote in the Portugueze Language dated May 12th. 1736, the Contents of which he does not yet know and further this Deponent Cannot sett forth any Matter or Thing Matteriall for the Complainant in this Cause.

NOQUEDAH ADDIMULLAM.

SHAKE MAHAMUD Aged 33 years or thereabouts being Sworn and Examined on the Part of the Complainant.

To the Second Interrogatory this Deponent Saith That he was Carpenter on Board the same Ship Manoel De Moura was Pirate [*sic*] of Called the Chintadry Tellisinga Permaul belonging to Moota Vencatty Chitty the Year before Last, bound on a Voyage from this Port to Pegue with a Cargo on board her Consigned to Addimullam Noquedah of the said Ship which the said Addimullam Sold excepting the Salt on board her which was Disposed of by Manoel de Moureas and a Writer named Tellisinga belonging to the Ship as For Manoel de Mouras Embezling or Destroying any part of the said Ships Cargo this Deponent doth not know neither has he any reason to believe he did But as Manoel De Moura was Employed by the Noquedah to Provide Stores for Repairing the Ship at Pegue after the Loss of her Passage to Madrass this Deponent Remembers to have been told by Tellisinga Writer of Manoel De Mouras having concealed a viss of silver with which he was to have bought Nails for the Ships use the half of which Viss of Silver the said Manoel de Moura gave to Tellisinga as a present on the other hand Manoel De Moura told this Deponent that Tellisinga had purloined the said Viss of Silver and had given him half to enjoyn him to Silence which of them was really the Offender this Deponent cannot be Certain This Deponent Saith he knows of no Orders the Defendant had from Moota Vencatty Chittee neither can he Tell of any Overcharge in the Stores purchased by the Defendant as the Station he was in as Carpenter he could not know anything of his Accounts and further this Deponent Saith not.

To the 3d. Interrogatory this Deponent Saith he doth not know or can sett forth any other Matter or Thing Matteriall for the Complainant.

SHAKE MAHOMUD.

NINAPA Aged 23 Years or thereabouts being Sworn and Examined on the Part of the Complainant.

To the 2d. Interrogatory Deposeth That being at Syrian when a Ship Arrived with English Colours said to belong to Moota Vencatty Chittee at Madrass with Manoel De Moura aboard as Pilot when her Cargo was Landed (tho this Deponent had heard of its being Consigned to Mr. Kelsall) he observed one Addimullam Noquedah of the Ship with Tellisinga and Bassapa (Conicoply to Assist him) Disposed of the Goods and that the Pilot seemed to have no Share in the Selling any part Neither doth this Deponent know of the Defendants Embezling or making away with any part of the said Cargo, but on the Contrary he having Detected Tellisinga and Bassapa Conicoplys in Concealing a Jarr of Spice to the Value of about Ten Pagodas or more and delivered them over to the Chief to be punished The Chief Ordered this Deponent to Assist the Defendant in Repairing the Ship it being the most busy time of all by which means this Deponent came to the knowledge of most the frauds the Defendant could be guilty of which to his knowledge where [*sic*] no more than some small Overcharges in Timbers &ca. Necessarys on some Articles $\frac{1}{4}$ on others $\frac{1}{2}$ and the most he every knew him to charge on any Article more than it Cost has been a Tecall that it could not exceed altogether 7 or 8 Pagodas as this Deponents Stay with the Defendant did not Exceed 10 days, he knows not of any Orders the Defendant might have received afterwards from the Complainant.

To the 3rd Interrogatory this Deponent Saith he doth not know or can Sett forth any other Matter or Thing Matteriall for the Complainant in this Cause.

NINAPAH.

Interrogatorys to be administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause wherein Moota Vencatty Chitty of Madrass Merchant is Complainant and Manoel De Moura of said place Mariner is Defendant.

Item.—Do you know the Parties Complainant and Defendant in this Cause or Either and which of them and how Long have you known them or either and which of them Declare. * Domingo
Continho &
Kojee
Jonny.*

Item.—Were you on board Ship Chindadry Tellisinga Permaul in the Month of August 1734 when bound on a Voyage from hence to Syrian in Pegue was the Defendant Pilot of said Ship. Did he the said Pilot perform his Duty in all Points in Navigating the said Ship not only for the Advantage of the Owners but also the Freighters, Did you ever hear any hard Words or Orders given by the Noquedah of said Ship to the Defendant or did ever the Defendant refuse to Execute his Duty according to the trust reposed in him also Sett forth and Declare if the said Defendant when the Vessel was arrived at Syrian and under the Workmens hands for Repair did not exert himself as an honest Man becoming his trust in all respects, as also discover frauds and Villanys that were done in prejudice of the Owners Also sett forth and Declare if ever you heard that the said Manoel De Moura refused to put in Execution the Orders that were given him by those he was obliged by his Agreement to obey Also sett forth and Declare if the said Defendant be Capable and did Exert himself in the Trust that was reposed in him Also Declare that when the Defendant was desired to Call for and Examine the Accounts on discovering the Villany that was done did the Noquedah and Writer deliver the Accounts to the Defendant all which Declare according to the best of your knowledge or Remembrance.

Item.—Do you know or can you Sett forth any other Matter or Thing Matteriall for the Defendant in this Cause if so Sett forth the same as you know have been Informed or do beleive with the reasons of such your knowledge or beleif.

DAVID FORBES,
Atty. for the Defendant.

Between Moota Vencatty Chitty of Fort
St. George Complainant and Manoel De
Moura of said place Defendant.

DEPOSITIONS OF Witnesses taken in this Cause by and before the Examiner in this Court as follows.

DOMINGOS COUTINHO Aged 45 years or thereabouts being produced as a Witness on the part of the Defendant was on the 21st August 1737 shewn in person to Mr. John Russell 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 afterwards being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent Saith That he doth know the Parties Complt. and Defendant in the Title of these Interrogatorys Named and that he hath known the Complt. 14 Years and the Defendant 15 Years or thereabouts.

To the 2d. Interrogatory this Deponent Saith he was on board Ship Chintadry Tellisinga Permaul in the Month of August 1734 when bound on a Voyage from hence to Syrian in Pegue and the Defendant was Pilot of said Ship and this Deponent Saith the Defendant was a good Pilot and did perform his Duty in all points in Navigating the said Ship as well for the Advantage of the Owner as Freighters And this Deponent Saith whenever the Defendant asked the Noqueda for the Accounts of the Ships Expenses and Goods bought and Sold in order that he might keep an Account at the same time the Noqueda replied he would give him no Accounts while ashore but would deliver them to him when he came to Sea And this Deponent Saith the Defendant never did refuse to Execute his Duty according to the Trust reposed in him but obeyed both the Orders of the Noqueda and Owner And this Deponent Saith when the Vessell was Arrived at Syrian and under the Workmans hands for Repair the Defendant did exert himself as an honest Man becoming his Trust in all Respects and did also endeavour to Discover any Frauds and Villanies that might be Committed to the Prejudice of his Owner, And this Deponent Saith he never did hear the Defendant refused to put in Execution any Orders that were given him by those he was obliged by his Agreement to obey And this Deponent Saith he believes the Defendant to be a Capable Man in his Calling And this Deponent Saith when the Defendant was desired to Call for the Accounts on discovering the Villany that was done the Noquedah and Writer did not deliver the Accounts to the Defendant Saying they could not tell where to find them in the Ship and more Saith not to this Interrogatory.

To the 3d. Interrogatory this Deponent Saith he can add something further that is Matteriall for the Defendant This Deponent Saith The owner of the Ship wrote from hence a Letter to the Noquedah giving a Liberty to have the Ship carryed to Danassaree and the Noquedah accordingly Acquainted the Pilot of the Letter he had received And this Deponent Saith every body was willing to go there but the Noquedah had no Money and therefore went and asked the Resident for Money who Answered he would not risque his Money to Dannassaree and desired the Noquedah to pay him what he already owed him And this Deponent Saith the Noquedah went afterwards to Pegue to get the Money and there staid three Months and returned without the Money

and went to the Resident and asked him for more to bear the Expences of the Ship who Complied with his Request and there they finished themselves with Sails and Rigging for the Ship and came away to Madrass.

DOMINGOS COUTINHO.

HOJEE JONNY Aged 60 Years being Sworn and Examined on the part of the Defendant.

To the 2d Interrogatory Deposeth That he was on board the same Ship the Defendant Manoel De Moura was Pilot of in the Month of August 1734 when bound on a Voyage from hence to Syrian in Pegue And this Deponent Saith the said Pilot did perform his Duty in all points in Navigating the said Ship both for the Advantage of the Owners and Freighters And this Deponent said the Defendants never did refuse to Execute his Duty according to the Trust reposed in him And this Deponent Saith when the Vessell arrived at Syrian and under the Workmans hands for Repair the Defendant did exert himself as an honest Man becoming his Trust in all respects And this Deponent Saith the Defendant did endeavour to discover Frauds and Villanies committed to the Prejudice of the Owners And this Deponent Saith Moota Vencatty Chitty wrote a Letter from hence to the Noquedah That if they should find any Guilty of Faults not to punish them but send them over to Madrass and this Deponent Saith the Defendant found out Tellisinga in a Roguery who offered the Defendant some Silver not to make any Discovery And the Defendant took the Silver and went to the Resident and shewd him that Tellisinga had bribed him, And this Deponent Saith that he never did hear the Defendant refused to put in Execution the Orders that were given him by those he was obliged by his Agreement to obey And this Deponent Saith he beleives the Defendant was a very Capable Man and did Exert himself in the trust that was reposed in him and this Deponent Saith by his Care the Ship was brought Safe here, and further Saith not to this Interrogatory.

To the 3d Interrogatory this Deponent Saith he doth not know nor Can sett forth any other Matter or Thing Matteriall for the Defendant in this Cause.

HOJEE JONNY.

MANOEL DE MOURA TO SUNDRY GOODS EMBEZLED AS ALSO SUNDRYS OVERCHARGED.

Dr.

To Cash taking of 2 passengers saying it was his Priviledge	...	...	...	...	...	24	—	—
To Cloves & Nutmegs one Viss	...	...	...	...	...	15	—	—
To 1 flask Rosewater	...	...	...	...	...	2	7	5
To 2 ps. Beetelas	...	...	...	...	...	40	—	—
To	...	...	...	...	...	5	—	—
To 3 ps. Beetelas gave his Dubash	...	...	...	...	...	6	—	—
To Wine gave Mr. Williams	...	...	...	...	...	5	—	—
To an overcharge in Cotton	...	...	...	...	...	2	5	—
To do. in Tarr	...	...	...	...	...	2	—	—
To Do in Dammer	...	...	...	...	...	21	—	—
To Do in Ginger Oyl	...	...	...	...	...	10	—	—
To Do in Earth Oyl	...	...	...	...	...	15	—	—
To 1 pr. Pegue Paintings	...	...	...	...	...	5	7	5
To 2 ps. Curtains	...	...	...	...	...	10	5	—
To 1 ps. Allejars	...	...	...	...	...	4	7	5

To 100 Tecals wch. he took to buy Rice whereof he retd. 50 profit thereon 30	80	—	—
12000 Viss Salt wch. he took @ 10 Tecells. p.m. whereof the Current price was 13 Tecells. Sold the same for 15 Tecells	60	—	—
To 4 ps. Gold thread Beetelas	90	—	—
To an overcharge in an Iron Pott	1	—	—
To Punch gave to People	2	—	—
To Batty in Exchange of Goods with Mr. Milton ...	10	5	—
To the want of Weight in Weighing the Silver as he said	9	—	—
To an Overcharge in paying the black Smith	—	7	5
To Do in buying Iron of Mr. Milton whereof he bought none	40	—	—
To 3 Viss of Gunpowder	3	—	—
To an Overcharge in buying Iron for the Ship	215	—	—
To 5½ Quire Paper	5	5	—
To an Overcharge in buying Earth Oyl	9	—	—
To batty for buying Iron	5	—	—
To Do. for Cotton & Tarr	3	5	—
To Do for Nails	10	—	—
To the want of weight in weighing Silver	20	—	—
To 2 Diamond Rings gave the King	250	—	—
To the Kings Secretary 71½ Viss of Sandal Wood ...	71	5	—
To Do. 5 Viss hing	10	—	—
To gave the Guide & the Boat as he pretended	82	5	—
To had of the Noquedah & Clerk as a present for bring the Ship back after the Storm Sixty Tecalls whereof he returned 30	30	—	—
To an Overcharge of One Months Batty	6	—	—
To paid the 2d. Mate more than his due	28	—	—
To 8 Jarrs	5	—	—
To 627 Basketts Rice wanted in the Cargoe	183	—	—
To 600 Tecalls advanced for the Ship for wch. the Mate was to have 200 Pags. at Madrass but the Ship going back to Syrian he Embezled more of the Cargoe than Came to what he advanced by 70 Tecalls	70	—	—
To gave the Guide & the Boat comg. the 2d. time out of the River	77	—	—
Tecalls ...	1584	6	5

This is to Certifye That at the Request of Mr. Jonathan Smart Resident for the English Affairs in the Kingdom of Ava I received in my Banksall the Ship and People belonging to Moota Vencattee Chitty and gave them Convenient Lodgings for the People and Ship Stores a few days after the Noquedah of the said Ship built a Small House out of my Ground where he resided till about the Middle of September when he was set upon by a Gang of Thieves who as he pretended robbed him of Sundry Effects I had at his Just Arrivall offerd to him a good boarded house near my own Lodging which he refused I repeated the same offers to him after he was robbed which he refused altho I gave him severall times warning to take Care of himself, As for the Expences and Charges the Ship was at during the time of her Stay in my Banksall I do

Certifye that Nothing was done to her but barely the Necessarys and that at as Cheap rate as possibly could be done In Witness whereof I have Signed these Presents in Syrian March 10th. 1736/7.

L. SORNERY.

TO THE HONBLE RICH^d. BENYON ESQ^r.
MESS^{rs}. NORSE & MONSON.

Honble Sir & Sirs,

Manoel De Moura, has wrote to me Concerning the treatment he receives at Madrass from the Chitty his Owner as I was an Eye Witness of his Behaviour here I am to assure your Honour & Sirs, no Man was more Careful and industrious, in the Dispatch of his duty in that Ship, the Allegations against him I have perused and to most part of them know it to be false.

SYRIAN MARCH 10th. 1736/7.

Tuesday the 15th. day of Nov^r. A.D. 1737
Between Moota Vencatty Chittee of Fort
St. George Merchant Complainant and
Manoel De Moura of the same place Mar-
riner Defendant.

This Cause coming on this Day to be heard and Debated before this Court in presence of the Attorneys on both Sides on hearing the proofs taken in this Cause Read and what was Alledged on either Side and upon Examination had of the Matters in this Cause and due Consideration thereon This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Plaintiffs Bill do Stand Dismissed Out of this Court with Costs It Appearing upon the face of the Proceedings That the Plaintiff was not Entituled to any Relief.

JOHN STRATTON.

Reg^r.

AUGUST 23rd. 1737.

TO THE HONBLE THE MAYORS COURT
OF MADRAS PATNAM.

Humbly Complaining Sheweth to this Honble Court your Orator Cooraputtee Narrain Merchant of Madrass and Son to Coopartee Verapah late Merchant of Madrass Deceased That Cundamore Soorapah Merchant of Madrass having Occasion for a Sum of Money Applied himself to your Orator father for the Loan thereof whereupon your Orators Father did advance and Lend to the said Condamore Soorapah the sum of Two Hundred and Eight Pagodas Current of Madrass and for Securing the repayment of the said Money the said Cundamore Soorapah did make and gives to your Orators father One Cadjan Note or Writing bearing date the 19th. day of July 1731 thereby obliging himself to pay the said Moneys on demand with Interest after the rate of One $\frac{1}{2}$ Cent $\frac{1}{2}$ Month And Your Orator Shews that the said Cundamore Soorapah having fa[r]ther occasion for Money applied himself to your Orators father whereupon your Orators father did Advance and Lend to the said Cundamore Soorapah the sum of Five Thousand and Thirty fanams of Tanjore which is in Madras the sum of Pagodas Two Hundred and Ten which Sum the said Cundamore Soorapah by a Note or Writing under his hand bearing date the 27th. day of August 1731 obliged himself to repay the same on Demand with Interest after the rate of One $\frac{1}{2}$ Cent $\frac{1}{2}$ Month as by the said original Cadjans and Translates thereof now in Your Orators Custody and ready to be produced as this Honble Court shall direct will Appear And your Orator shews that he has since the Decease of his Father frequently Applied himself to the said Cundamore Soorapah requesting him to pay the

Principal Moneys aforesaid But Now so it is May it Please this Honoble Court The said Cundamore Soorapah absolutely refuses to give your Orator any Satisfaction in the Premisses.

DAVID FORBES,
Atty. for the Complt.

I Cundamore Soorapah have borrowed and received of Cooraputtee Nerapah the Sum of 208 Madras Pagodas which I promised to Pay on Demand with the Interest of One ̄ Cent ̄ Mensem.

Drawn & Signed by SOORAPAH.

Witnessed by—

KETTY VENCATTEPUTTEE NAYNDOO.
PONDEE CHITTEE NARAUSUE.

N.B.—The Witnesses do not Sign their own Names to this Bond.

JOSEPH FOWKE,
Examr.

M. Pagods 208.

AUGUST THE 27TH. 1701.

I Cundamore Soorapah have borrowed and received of Cooraputtee Nerapah the Sum of Five Hundred & Three 503 Fanams of Tanjore which makes Madrass Pagodas Two hundred and Ten 210 which I promised to pay on Demand with the Interest of One ̄ Cent ̄ Mensem.

Drawn & Signed by SOORAPAH.

Witnessed by—

GUNDA LINGUM.
MOOPERA CHITTEE GRUAPAH.

N.B.—The Witnesses do not Sign their names to this Bond.

JOSEPH FOWKE,
Examr.

Tuesday the 15th day of November A.D.
1737 Between Coopertee Narrain of Fort
St. George Merchant Complainant and
Cundamore Soorapah of the same place
Merchant Defendant.

Upon reading the Plaintiffs Petition and also Translate of One Cadjan Bond under the hand of the Defendant dated the 19th day of July A.D. 1701 for Securing the repayment of the Sum of Madrass Pags. 208 and Interest and also Translate of one other Cadjan Bond under the hand of the Defendant dated the 27th day of August A.D. 1701 for Securing the repayment of the Sum of 5030 Fanams of Tanjore or Madrass Pags. 210 and Interest and the Defendant having been Severall times Summoned to appear to Answer said Bill of Complaint but wilfully and Obstinateley refusing so to do This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of Four Hundred and Eighteen Pagodas being the Principal Money due on the said Bonds together with such Interest as now is or may hereafter be due thereon after the rate of Eight ̄ Cent ̄ Annum. from there respective dates untill full Payment be made and also The Costs of this Suite.

JOHN STRATTON,
Regr.

SEPTEMBER 6TH. 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator China Moota Chitty Merchant of Madrass That Sampa Sevia Butta of said place having had divers and Sundry Dealings with your Orator and having Occasion for a Sum of Money did apply himself to your Orator for the Loan thereof whereupon your Orator did advance and Lend unto the said Sampa Sevia Butta the Sum of Twenty Pagodas Current of Madrass and for Securing the repayment thereof the said Sampa Sevia Butta did make and give to your Orator One Cadjan Note or Writing under his hand bearing date 16th. February 1734 thereby promising to repay the said Money on Demand as by the said Cadjan Note now in your Orators Custody ready to be produced as this Honoble Court shall direct will appear and your Orator shews he has frequently Applied himself to the said Sampia Sevia Butta requesting him to make payment of the said Money so due to your Orator as aforesaid but now so it is May it please this Honoble Court the said Sampa Sevia Butta absolutely refuses to give your Orator any satisfaction in the Premisses.

JOHN RUSSELL,
Atty. for the Complt.

MAYORS COURT AT
MADRASPATNAM.
RAWSON HART ESQ^R. MAYOR
HOLLAND GODDARD, EDWARD
FOWKE

Tuesday the 22^d. day of Nov^r. A.D. 1737
Between Chinna Moota Chittee of Fort
St. George Merchant Complt. and Sampa
Sevia Butta of the said place Merchant
Defendant.

TIMOTHY TULLIE, SIDNEY FOXALL
SAMUEL GREENHAUGH, CORNELIUS
GOODWIN, WILLM. JOHNSON AND
CHARLES SIMPSON, *Aldermen.*

Upon reading the Plts. Petition and also Translate of One Cadjan Bond under the hand of the Defendant dated the sixteenth of Feby. 1734 and the Defendant appearing in Court and acknoweldging the Execution of said Bond and the Justness of the Plaintiffs Demand. This Court do therefore think fitt to order and Decree and doth accordingly Order and Decree That the Defendant do pay under the Pltf. the Sum of Twenty Pagodas being the Principall Money due on said Bond together with such Interest as now is or may hereafter be due thereon after the rate of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ Annum from the date thereof untill full payment be made and also the Costs of this Suite.

JOHN STRATTON,
Regr.

AUGUST 30TH. 1735.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orators Rama Chendru Butchna and Mollyoh Merchants of Madrass and Trustees for Appona Gauramah Spouse to Appona Vengoda Merchant of Madrass That Coota Pallyata now being and Residing in Madrass having occasion for a Sum of Money applied himself to your Orator for the Loan thereof whereupon the said Appona Vengoda did advance and Lend to the said Coota Pallyata the Sum of Seventy Pagodas Current of Madrass which is in Sterling Money of Great Brittain allowing Eight Shillings $\frac{1}{2}$ Pagoda the Sum of Twenty Seven Pounds and For Securing the repayment thereof he the said Coota Pallyata did make and Sign One Cadjan Note or Writing bearing date the 7th Day of August in the Year of Our Lord 1732 thereby promising to repay the said Sum to the said

Appona Vengoda on Demand with Interest after the rate of Twenty Four Fanams for Each Hundred Pagodas $\frac{1}{2}$ Month during the Non payment thereof as $\frac{1}{2}$ the said Bond and Translate thereof now in your Orators Custody ready to be produced as this Honoble Court shall direct will appear and Your Orators shows they have frequently applyed themselves to the said Cotta Pallyata requesting him to Pay the Principall Sum Contained in the said Bond and Interest thereon but Now So it is May it Please this Honoble Court the said Cotta Pallyata absolutely refuses to give your Orators any satisfaction in the Premisses.

DAVID FORBES,
Atty. for the Complt.

AUGUST THE 7TH 1732.

I Coota Pallyata Son of Tumanah Chittee doe hereby Acknowledge to have borrowed and Received of Appona Juggoo Son of Appona Bengodaputtee the Sum of Seventy Pagodas which I promised to pay on Demand with the Interest of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ Annum.

Signd COOTA PALLYATA.
Bond Drawn by NALLAMOOTAN.
RALPH MANSELL,
Examiner.

Witness—

COM CHITTEE ARMAGON CHITTEE
SAROVANA PILLA.

Sworn before me Decr. 16, 1735.

JOHN SAUNDERS,
Mayor.

Reattested the truth of his Answer
at Triplicane Pagoda.

The Answer of Coota Pallyata Defendant
to the Bill of Complaint of Ram Chendru
Butchana and Mollyah of Fort St. George
Merchants Complainants.

This Defendant Saving to himself of all Advantage of Exception to the Errors & Imperfections in the said Bill Contained for Answer thereto or unto so much thereof as this Defendant is advised doth Matterially Concern him to make Answer unto He Answereth and Saith That there were some Accounts depending between this Defendant and one Appona Vencateeputtee sometime after his Death his Son Appona Juggoo sent for this Defendant saying he had examined his Fathers Accounts and that there was a Ballance of Principale and Interest due to him to the Amount of Seventy Pagodas then this Defendant told the said Juggoo That his Father had bought some Cloth of him and the Accounts was then kept by a Conicoply who was then gone to Porta Nova and as soon as he returned the Defendant would See what the Cloth Amounted to he would then Deduct the same from what was due to the said Juggoo's father Deceased and give him the said Juggoo a Bond for the remainder But the said Juggoo not being Satisfied with such proposall Insisted this Defendant should give him a Bond for the said Sum of Seventy Pagodas and when the aforesaid Conicoply came he would Discount what was due to him on Account of the Cloth accordingly he gave him said Juggoo a Bond for that Sum on or about the time in the Bill Mentioned Some time after he came and this Defendt found that it Amounted to the Sum of Twenty five Pagodas twenty Seven fanams This Defendant Saith he paid to Saravanapilla by Juggoo's order the Sum of Six Pagodas at another Payment to his Peon Costoregropa by said

Juggoo's order the Sum of Twenty Pagodas as also further payment to his Conicoply Chuckrapa by his Direction the Sum of 20 Pagodas all which several payments amount in the whole to the Sum of Seventy One Pagodas twenty Seven fanams This Defendant also Saith That the said Juggoo did send the said Conicoply for this Defendant to his House at which time Chuckryah who made up their accounts Declared in their presence that there was due thereon to the said Juggoo the Sum of Two Pagodas whereas on the Contrary this Defendant Insisted on Interest for his Cloth as also on the Severall other Sums of Money paid as aforesaid till the time of such their Settling on which there would then be due to this Defendant the Sum of One Pagoda odd fanams. Notwithstanding which Altho Agreeable to Justice refused to pay the same as also to deliver up to him this Defendant said Bond And this Defendant Saith that having some Urgent Business in the Country accordingly went during which the Complainants preferred their Bill of Complaint in this Honoble Court for the payment of the said Bond which has long since been discharged. All which Matters and Things this Defendant is ready to Avert Maintain and Prove as this Honoble Court shall award and prays to be hence Dismissed with his reasonable Costs in this behalf most wrongfully Sustained.

HENRY WADDINGTON,
Atty. for the Defendant.

REPLICATION GENERAL,
REJOYNDER GENERAL.

INTERROGATORYS to be Administered to such Witnesses as shall be produced Sworn and Examined on the part of Coota Pallyatah in a Certain Cause wherein Ram Chendru Butchena and Mollyah are Complainants and the said Coota Pollyatah is Defendant.

Imprimis.—Do you know the Partys Complts. and Defendants in this Cause or either and which of them and how Long have you known them or either of them Declare.

Do you remember or can sett forth whether there were not some accounts depending between this Defendant and one Appona Vencatty Puttee and that sometime after his Death his Son Appona Juggoo sent for this Defendant Saying he had Examined his fathers Accounts and that there was a Ballance of Principall and Interest due to him to the Amount of Seventy Pagodas and that then the Defendant told the said Juggoo his father had some Cloth of him and the Accounts was then kept by a Conicoply who was then gone to Porto Nova and as soon as he returned he would Deduct the Amount thereof But the said Juggoo Insisted on a Bond and when the said Conicoply was come from thence he would make a Discount and whether on his the Conicoplys returnjng they found it amounted to Twenty Five Pagodas Twenty Seven fanams if ye declare the same to the best of your knowledge and Belief.

Saravana-
Pilla.

Do you know or remember whether the Defendant in this Cause names paid you by the Order of Juggoos and Son of Appona Juggoo Deceased the Sum of Six Pagodas or by any one by this Defendants Order or direction also the Sums of Twenty Pagodas and Twenty Pagodas paid to you or some one or other of Ye. Declare the same to the best of your knowledge and Beliefe.

Saravana
Pilla
Custore
& Chuckeryah.

Do you remember or can sett forth whether by the Order of the said Juggoo you came for this Defendant and the Accounts were made up by you when you Declared there was due to the said Juggoo 2 Pagodas and whether then the Defendant did not insist on Interest for his Cloth also on the Severall Sums of Money on which there would be due to this Defendant 1 Pagoda odd fanams and which the said Juggoo refused to allow and to deliver up this Defendants Bond If Ye Declare the same to the best of your Knowledge and Beleif.

Do you know or can you sett forth any other matter or Thing Matteriall for the Defendant in this Cause if so Sett forth the Same as you know have been informed or do beleive with the reasons for such your knowledge and beleife.

HENRY WADDINGTON,
Atty. for the Defendant.

Between Ram Chendra Butchena & Molyah Complainants and Coota Poollyata Defendant.

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

Serayanah Pilla of Fort St. George Conicoply Aged 28 Years or thereabouts being produced as a Witness on the part of the Defendant was on the 10th of November 1737 Shewn in person to Mr. David Forbes 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 afterwards on the same day being Sworn and Examined Deposeth as follows.

To the first Interrogatory this Deponent Saith he hath known the Complainant 10 or 12 years and the Defendant about 7 years.

To the Second Interrogatory this Deponent Saith that he remembers some Accounts that were Depending between this Defendant and Appona Vencatty Puttee and that some time after the death of said Appona Vencatty Puttee his Son Appona Juggoo sent for the Defendant and said that on Examining his Fathers Accounts he found that he the said Defendant was indebted to his late Fathers estate the Sum of 60 or 70 Pagodas the Exact Sum this Deponent having forgot to which the Defendant replied that His Father had some Cloth of him and the Accounts was then in a Conicopolys hands that was then gone to Porto Nova and on his return he would settle the Accounts between them and Deduct the Amount of the Cloth and this Deponent saith he neither knew nor heard how the Accounts stood between Appono Juggoo and the Defendant as to the Amount of the Cloth or the Ballance of their Accounts and further Saith not.

To the Third Interrogatory this Deponent Saith he acknowledges to have received of the Defendant by Order of Appono Juggoo the Sum of Six Pagodas but for the Sums of Twenty Pagodas and Twenty Pagodas he this Deponent Saith he neither received any such Sums nor does he know any one that did receive them and further Saith not.

To the Fifth Interrogatory this Deponent Saith he doth not know nor can Sett forth any other Matter or Thing Matteriall for the Defendant in this Cause.

SARAVANA PILLA.

Chuckeryah aged 28 Years being Sworn and Examined on the part of the Defendant.

To the 4th Interrogatory this Deponent Saith That Oppona Juggoo Son of Oppona Vencatteepetty sent for this Deponent to call the Defendant and further Saith That he this Deponent made up the Accounts between them at which time of making up the said Accounts this Deponent declared That the Sum of Two Pagodas was owing to the said Juggoo the Defendant Insisted for Interest on the Sums of Money he had paid him as also on the Account of the Cloth which would have made the Ballance One Pagoda odd fanams in favour of the Defendant but Juggoo absolutely refused to allow this Defendant any Interest whatever and also to deliver the Defendant his Bond.

To the 5th Interrogatory this Deponent Saith he doth not know or can Sett forth any other Matter or thing Matteriall for the Defendant in this Cause.

CHUCKERYAH.

MAYORS COURT OF
MADRASPATNAM.
RAWSON HART ESQR. MAYOR.
HOLLAND GODDARD, EDWARD
FOWKE,

TIMOTHY TULLIE, SIDNEY FOXALL
SAMUEL GREENHAUGH, CORNELIUS
GOODWIN, WILLIAM JOHNSON &
CHARLES SIMPSON,
Aldermen.

Thursday the 1st day of December A.D.
1737 Between Rama Chendru Butchena &
Mollyah of Fort St. George Merchants
Complainants and Coota Pallyata of the
same place Merchant Defendant.

This Cause coming on this day to be heard and debated before this Court on presence of the Attorneys on both Sides on hearing the Severall Proofs taken in this Cause and also Translate of One Cadjan Bond under the hand of the Defendant Dated the 7th day of August 1732 read and what was Allegged on either Side and upon Examination had of the Matters in this Cause and due Consideration thereon This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree That the Plaintiffs do deliver up to the Defendant the Bond in the Proceedings Mentioned under date the 7th day of August 1732 And that the Plaintiffs do pay unto the Defendant the Sum of One Pagoda and Thirty four Cash together with his Costs of Suite.

JOHN STRATTON,
Regr.

NOVEMBER THE 15TH 1737.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court Your Orator Charles Simpson Merchant of Madras That George Jones Inhabitant of and now living and residing in Madrass having Occasion for a Parcell of Goods and Merchandize did apply himself to your Orator to Purchase the same whereupon Your Orator did Bargain and Sell unto the said George Jones Two Corge and a half of fine Allejars at Twenty Seven Pagodas the Corge and Three Corge of Peque Paintings at Forty Eight Pagodas The Corge amounting in the whole to the Sum of Pagodas Two Hundred and Eleven Eighteen Fanams which in Sterling Money of Great Brittain after the rate of Eight Shillings the Pagoda Amounts to Eighty Four Pounds Twelve Shillings or thereabouts and your Orator shews the said Goods were delivered to the said George Jones on or about the Eighteenth Day of September in this Present Year of Our Lord 1737 And your Orator shews That your Orator did well hope the said George Jones would have paid your Orator for the aforesaid Goods according to the aforesaid Price agreed on Between your Orator and the said George Jones but Your Orator shews That instead of so doing the said George Jones did Cavil with your Orator and wanted to return part of the said Goods pretending he the said George Jones had not bought the said Goods of your Orator, And your Orator shews That upon your Orators refusing to take the said Goods the said George Jones did absolutely refuse to pay your Orator for the same And your Orator shews that upon the said George Jones refusing to pay your Orator for the said Goods your Orator did then give the Account to an Attorney ordering the said Attorney to Sue for the same And Your Orator shews the said Attorney did go to the said George Jones and did prevail on the said George Jones to pay the Money as he the Attorney thought for he the said George Jones did promise that he would pay the said Money the Latter End of the Month wh^{ch}. was October And your Orator shews that your Orator with patience waited till October was expired when not hearing from the said George Jones your Orator did Send the said George Jones one Note as is Customery Demanding payment of the said Moneys And your Orator shews

that the Said George Jones did pay off the said Note One Hundred and fifty Pagodas and did himself write at the bottom of the said Note That if your Orator would take the One Hundred and fifty pagodas he would pay the rest on the Morrow or on Sunday the said Payment being made on the fourth of this Month, And your Orator shews the said George Jones did Endorse with his own hand on the back side of your Orators said Note, Received in part 150 Pags. Ball^s. 61.18 211.18. And your Orator shews that the said George Jones not paying the Ballance according to his promise your Orator did again send the said Note that the said George Jones had underwrote and Endorsed And your Orator shews that the said George Jones did trifle with your Orators servants that carried the said Note by bidding him come to Morrow and at four a Clock and then by bidding your Orators servant fetch a receipt, and your Orator shews That your Orator bid his said servant to tell the said George Jones that the said Note was a sufficient receipt and was current among all Merchants in India and your Orator shews that your Orators Servant delivered the said Message to the said George Jones when your Orator shews the said George Jones did again bid your Orators Servant fetch a receipt or he the said George Jones would not pay the Money for that he the said George Jones would not trust your Orator And your Orator shews that upon the aforesaid treatment your Orator did a second time apply himself to an Attorney to Sue the said George Jones for the balance, and your Orator shews the said Attorney did again apply himself to the said George Jones and did desire of him to pay the Ballance telling him at the same time that a note was a sufficient proof but finding the said George Jones obstinate in persisting that he would not pay the money without he had a receipt the said Attorney did write the said George Jones a Note thereby letting of him know that if he the said George Jones would pay the Ballance of your Orators Note he the said Attorney would send him a Receipt for the same And your Orator shews that the said George Jones did send the said Attorney the Ballance of your Orators Note desiring at the same time the said Attorney to send him the said George Jones a Methodical receipt whereupon your Orators said Attorney did take your Orators Note and on the back side thereof did write a receipt and sent the same to the said George Jones but the said George Jones not being pleased with the same and finding that he could not prevail on your Orators said Attorney to give any other Receipt the said George Jones did take back the Ballance so paid to your Orators said Attorneys Servant and now absolutely refuses to give your Orator any satisfaction in the Premises.

JOHN RUSSELL,
Atty. for the Defendt.

JURINTUR.
NOVEMBER 22ND 1737.

The Answer of George Jones of Fort St. George Defendant to the Bill of Complaint of Charles Simpson of the said place Merchant Complainant.

The said Defendant Saving to himself all Benefitt of Exception to the Errors and Imperfections in the said Bill contained for Answer thereunto or to so much thereof as this Defendant is Advised doth Matterially Concern him to make Answer unto He this Defendant Answereth and Saith he Humbly begs leave of this Honoble Court to lay before them the whole Circumstances of the Affair depending in this Cause in the Manner it really happened from the begining whereby they may be the better Judge of the Merits of it. He this Defendant did on or about the 18th September and in the Present Year of Our Lord go to the House of Mr. Charles Simpson in order to purchase some Peque Paintings and Allegars the said Complainant had by him Accordingly Masters of each Sort were bought to him this Defendant and of the Paintings the Complainant Assured this Defendant they were of the only Sortment then in

Demand at Peque and the Allegars being of a lively Brisk colour he this Defendant desired that three Corge of the Paintings and Two Corge and half allegars fine and about two Corge of a courser sort might be sent to this Defendants house (But the Courser sort was returned) The Price fixed on the former was Forty Eight Pagodas ¶ Corge and of the latter Twenty Seven Pagodas ¶ Corge this being what the Complainant termed a bargain this Defendant had in his House at that time about Three Corge of Paintings of the Peque kind belonging to another Merchant at a cheaper rate And upon this Defendant Embalng those Goods the next day and looking narrowly into each Persons Commodities found that out of Three Corge of the Complts. Paintings there was no more than One and a Half Corge or thereabouts of the kind the Complt assured this Defendant (at the house of him the Complt) to be of the Peque Staple which Markett is known to vary in that one particular almost annually and this Defendant as he has before said having therein his house paintings belonging to another Merchant, no ways inferiour to the Complainants Paintings and at a more Moderate Price he this Defendant chose to make up the Remainder of the Bale with the Black Merchants Goods or Paintings And this Defendant knowing to be the Practice of this Place to return those Goods as Suits not the Buyers Convenience provided it be done in a Moderate time which this Defendant did on or about the 22nd of September by Sending his Servants to the Complainant with One and half Corge of those Paintings But the Complainant refused to accept of the same and returned the said Paintings to this Defendant on which this Defendant not having the least Suspicion of the Complainants persisting in this that when He this Defendant went first to the Complainants house where the Complainant told him this Defendant that he might have a dozen Corge of the same Muster to pick out what he had bargained for and this Defendant shews That on the assurance aforesaid he did not go to the Complainant house for some days after But this Defendant by Accident meeting the Complainant remonstrated the unreasonableness of taking Goods that so ill suited this Defendants purpose. The Reply the Complainant made was that He could not have only Sold the Quantity he this Defendant had bought but that he the Complainant could have sold twenty Corges more if he had had the same by him the Dispatch of the Pegue Ship adding thereto that if he this Defendant would not pay him he might say so. But instead of an immediate Reply to the Complts Question this Defendant represented the impossibility of what he the Complainant alleged as the Pegue Ship sailed the next day or a day after But the Complainant not Choosing to make any return thereto went away and as the Complts sett forth in his Bill of Complaint of this Defendants Caviling he this Defendant can in no ways see what is meant by the Communing aforesaid at the Sea Gate seeing he this Defendant postively affirms he never denyed payments so of consequence that part of the Complainants Bill of Complaint must be groundless as the possibility of the Complainants setting the quantity of such Paintings before the Dispatch of the Pegue Ship for he this Defendant declares that meeting such a Servant of the Complainants named Ramah who delivered the Goods aforesaid out of the Godowns of the Complainant. This Defendant enquired of him what quantity of Pegue Paintings his Master Mr. Charles Simpson the Complainant had of the former investment to which the said Ramah replied upwards of five but under six Corge and soon therefore Mr. John Russell the Complainants Attorney Came to Demand of this Defendant the full Amount of the Complainants Demand being Pagodas Two Hundred and Eleven Eighteen Fanams Current of Madrass which this Defendant promised to pay in the Month of October to avoid contention or a Law Suit with him the Complainant, when the Complainants Servant came to the Defendants house with the Note But this Defendants Business being for the most part out of his own house He this Defendant desired the Complainants Servant to come to his house at such hours as he this Defendant should be there Viz^t. four a Clock as is sett forth in the Complts. Bill of Complainant or very soon in the morning at which times the

Complainants Servants did not come for Several Days which was the only reason which Postpond the Payment till the Fourth of November instant.

When this Defendant paid the Complainants Servant Pagodas One Hundred and Fifty He this Defendant desired the Complainants Servant to come next day or Sunday for the Ballance. But this Defendant very Justly fearing the Consequence what might happen from such unprecedented Treatment, both as to the Commodities Sold and the immediate Demand of Payment Contrary to the Custom especially by an Attorney as the Complainant and this Defendant were both in Fort St. George This Defendant for his own Quiet (resolving within himself never to have any Dealings with the Complainant for the reasons aforesaid) in the presence of Mr. John Russell Attorney for the Complainant did tender and offer to the Complt. a full and just sum of the Ballance of the Account providing he the Complt would give a full and ample discharge to him this Defendant of all Dealings by way of Merchandize or otherwise preceding the date hereof seeing he this Defendant was positive never to Deal with the Complainant thereafter for the reasons aforesaid and this Defendant further told the Complt. if he had any Demands on former Dealings if he the Complainant could make the same appear that he this Defendant was then ready and willing to pay and Satisfie the same But notwithstanding of this Defendants Demand and that he was ready and willing to Satisfie the Complainants Demands on the Most reasonable Terms as aforesaid This Defendant asserts that in a most haughty and imperious Manner the Complainant told him that he had no Manner of Business with him and that he this Defendant might have Recourse to Mr. John Russell his the Complainants Attorney. Soon thereafter this Defendant had a Message from the Complainants Attorney aforesaid that if he this Defendant would send the Ballance of the Account to him the Attorney for the Complainant That he the Attorney would send a Receipt on which this Defendant to prevent litigious and unnecessary Disputes as also to Shew his readiness to pay and Satisfye such his Demands that should be made upon him, He this Defendant did sent to the Complainants Attorney the Ballance being Pagodas Sixty One and Eighteen fanams Current of Madrass for which Ballance this Defendant desired that he should have a discharge methodically drawn or in such manner as to prevent any further Demand being made by the Complainant against this Defendant this Defendant assuring the Complainants Attorney at the same time he never would if possible Deal with him the Complainant But instead of a Discharge in full of the letter and former Dealings between the Complt. and this Defendant the Complainants Attorney sent to this Defendant the Bill of Parcels and Allejars and the Pegue Paintings indorsed for the Ballance aforesaid But this not Suiting this Defendants purpose for the reasons aforesaid the said Bill of Parcels was returned and a Receipt drawn by this Defendant in the following words Viz^t. Received of George Jones the Sum of Sixty One Pagodas Eighteen fanams being in full of the Ballance of an Account between George Jones and Charles Simpson for Paintings And Allejars of Pagodas Two Hundred and Eleven and Eighteen fanams and hereby clearing the said George Jones from any further Demands from Charles Simpson on that or other Accounts being Authorised by the said Charles Simpson so to do. This is a True Copy of the receipt this Defendant sent to be Signed which the Complainants Attorney refused to Sign therefore it seems because this Defendant only insisted for such a discharge as is before Narrated or to that purpose for his this Defendants Security for the reasons aforesaid He this Defendant is said by the Complainant in his Bill of Complaint to trifle as to his Payment which this Defendant humbly submits to the Wisdom and Judgement of the Honoble Court This Defendant Acknowledges it to be the received Custom in India to accept of a Bill of Parcels but as this Defendant declared of dealing any more with Complainant he this Defendant thought it Necessary to have a Receipt or Discharge in full He this Defendant having Dealt with the Complainant at Jugeram and in February which was in

the Year of our Lord One Thousand Seven Hundred and Thirty five/Six for which this Defendant has no Proofs of such Debts being Discharged therefore he this Defendant Judged it no ways Criminall or deserving a Censure where the request is so reasonable as giving and granting a Receipt in full when the Value is paid offered or tendered and the Compliance so Easy. And here this Defendant begs leave to Sum up the whole Affair as he has made Oath to the same as is prescribed by the Honoble Court (Viz^t.) That the Complainant refused to Accept of the Goods this Defendant wanted to return in four days after they were sent to him this Defendant the Complainant Alledging he could have Sold a far greater Quantity to the Pegue Ship people Merchants or Adventurers That the Complainants Servant Ramah told this Defendant his Master had then or that time upwards of five and under Six Corge of the same parcell investment and Sortment. That this Defendant to Shun Strife and Contention never refused to take the Goods nor pay their Amount upon Conditions That the Complainant would grant this Defendant a Discharge or Receipt in full or that the Complainants Attorney in the Complainants name That this Defendant offered and tendered the full Ballance Demanded to the Complainant in the presence of John Russell the Complainants Attorney on those Conditions That the Complainant disdained the Terms this Defendant then offered That it was Contrary to this Defendants Inclinations and intention an affair of so small importance should be brought before this Honourable Court being scarce worthy of their intention where the Grievance is so inconsiderable.

Now with Submission to this Honourable Court this Defendant humbly offers that as the Suite has all the Appearance of Contention on the part of the Complainant and of too trivial and insignificant a Nature to employ the time this Honourable Court setts forth for the Publick good that this Affair may be brought to a Speedy issue. All which Matters and Things this Defendant is ready to Avert Maintain and prove 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.

DAVID FORBES,
Atty. for the Defendant.

REPLICATION GENERAL.
REJOYNDER GENERAL.

D ^s .	MR. GEORGE JONES IN ACO ^s . WITH MR. CHARLES SIMPSON.	C ^s .
1737	Pags.	Pags.
Oct ^r . 11 th .	To Allejars & Pegu Paintings Sold him Amotg. to .. 211 18 0	Nov ^r . 4 th . By Cash in part. Interest on Pags. 150 from the 4 th . of Nov. to the 1 st . of Dec. is 28 days @ 8 % Cent. % Annum .. — 31 16
	Interest on Pags. 211 18 from the 11 th . of Oct ^r . to the 1 st . of Dec ^r . is 1 Mo. 19 days @ 8 % Ct. % Anm. .. 2 10 43	By Ballance .. 62 33 27
	Pagodas .. 213 28 43	Pagodas .. 213 28 43

* FORT ST. GEORGE DECEMBER 1ST 1737.
ERRORS EXCEPTED.

JOHN STRATTON,
Regr.

MAYORS COURT OF
MADRASPATNAM.

Thursday the 1st. day of December A.D.
1737 Between Charles Simpson of Fort
St. George Merchant Complainant and
George Jones of the same place Merchant
Defendant.

This Cause coming on this day to be heard and Debated before this Court in presence of the Parties and their Attorneys on both Sides on hearing the Bill Answer Replication and Rejoinder and also a Bill of Parcels for Pegue Paintings and Allejars Sold and delivered the Defendant the 11th of October 1737 amounting to Pagodas 211-18 and also two Endorsements thereon by the Defendant One desireing the Plaintiff to take 150 Pagodas in part and the Ballance he would send in 2 days. The other advising the Payment of Pagodas 150 and that there was Pagodas 61-18 Remaining due on Balance and also a Receipt under the hand of Mr. John Russell One of the Attorneys of this Court for the Sum of Pags. 61-18 which the Defendant refused to Accept Read and what was Alledged on either Side and upon Examination had of the Matters in this Cause and due Consideration thereon This Court do therefore think fitt to Order and Decree and doth Accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of Sixty two Pagodas, Thirty three fanams and twenty Seven Cash being the Principall and Interest Remaining due to the Plaintiff for the Goods Sold and Delivered the Defendant as aforesaid and that the Defendant do pay the Costs of this Suite.

V. CUR.

JOHN STRATTON,
Regr.

SEPT. 6TH. 1797.

TO THE HONBLE THE MAYORS
COURT OF MADRASPATNAM.

Humbly Complaining Sheweth to this Honoble Court Your Orator Moota Comra Pilla Merchant of Madrass That Cassavia Merchant of the same place having had Divers and Sundry Dealings with your Orator and having Occasion for a Sum of Money did Apply himself to your Orator for the Loan thereof whereupon your Orator did Advance and Lend unto the said Cassavia the Sum of Seventy five Pagodas Current of Madrass which is in Sterling Money of Great Britain after the rate of Eight Shillings the Pagoda Amounts to Thirty Pounds or thereabouts And for Securing the repaymt. of the said Sum the said Cassavia did make and give to your Orator One Note or Writing under his hand bearing date the 28th of Aprill Anno Domini 1736 thereby promising to pay the said Money in two Months otherwise to pay Interest at the rate of Nine $\frac{1}{2}$ Cent $\frac{1}{2}$ Annum as will appear by the said Originall Cadjan now in your Orators Custody and ready to be produced as this Honoble Court shall direct will Appear And your Orator shews That he has frequently applyed himself to the said Cassavia requesting him to pay your Orator his Principall Money with the Interest due thereon But Now So it is May it Please this Honoble Court the said Cassavia absolutely refuses to give your Orator any Satisfaction in the Premisses.

JOHN RUSSELL,
Atty. for the Complt.

MAYORS COURT OF
MADRASPATNAM.

RAWSON HART ESQ., *Mayor*
HOLLAND GODDARD, EDWARD
FOWKE,
TIMOTHY TULLIE, SAML.
GREENHAUGH,
WILLIAM JOHNSON, CHARLES SIMPSON,
Aldermen.

Tuesday the 6th day of December A.D.
1737.

Between Moota Connapilla of Fort St.
George Merchant Complainant and Cos-
savia of the same Place Merchant Defen-
dant.

Upon Reading the Plaintiffs Petition and also Translate of One Cadjan Bond under the hand of the Defendant dated the 28th. of Aprill 1736 for Securing the Repayment of the Sun of Pags. 75 and Interest and the Defendant having been Severall times Summoned to Appear to Answer said Bill of Complaint but wilfully and Obstinateley refusing so to do This Court do therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the Plaintiff the Sum of Seventy five Pagodas being the Principall Money due on said Bond together with such Interest as now is or may hereafter be due thereon after the rate of Eight ¼ Cent ¼ Annum from the Date thereof until full payment be made and also the Costs of this Suite.

V. CUR.

JOHN STRATTON,
Regr.

SEPT. 26TH. 1737.

TO THE HONOBLE THE MAYORS
COURT OF MADRASPATNAM.

Humbly Complaining Sheweth unto this Honoble Court your Orator Nathaniel Barlow Chyrurgion of Fort St. George That your Orator having attended and Provided Medicines from the Sixth of March in the Year of our Lord One Thousand Seven hundred and twenty Nine (Thirty) to the Tenth of July in the Year of our Lord One Thousand Seven hundred and Thirty two) To Mrs. Ann Caverley now being and Residing in Madrass The said Ann Caverley stands Justly and truly Indebted to your Orator in the sum of Pagodas Forty Current of Madrass which is in Sterling Money of Great Brittain allowing Eight Shillings ¾ Pagoda the Sum of Sixteen Pounds or thereabouts And your Orator Shews That he has very frequently by most Friendly Messages Demanded Payment and Satisfaction for his Long Attendance and Medicines But Now So it is may it please this Honoble Court the said Ann Caverley not only refuses to make payment and Satisfaction to your Orator of his Just Demands but insists to have the Order of this Honoble Court before She pay the same Therefore Prays a Generall Releif touching the Premises.

DAVID FORBES,
Atty. for the Compl.

SWORN BEFORE ME THIS
3^D. DAY OF OCTOBER A.D. 1737
SAMUEL GREENHAUGH.

The Answer of Ann Caverley Widdow of
Fort St. George Defendant to the Bill of
Complaint of Nathaniel Barlow of the
same Place Surgeon Complainant.

This Department saving to herself all benefit of Exception to the manifold Errors Untruths Uncertainties and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereto or unto so much thereof as this Defendant is advised doth Matterially Concern her to make Answer unto she answereth and Saith That she can no ways admit the allegations sett

forth by the Complainant in his Bill of Complaint to be true and this Defendant absolutely Denys he ever attended her one month much less two years as falsely alledged by the Complainant in his Bill of Complaint and this Defendant absolutely denies that she ever Applied herself to the Complainant either for Physick or Attendance excepting as hereafter sett forth by this Defendant who says That the Year after Doctor Pitchere Died She This Defendant had the Misfortune under a Violent Cold which Occasioned a Swelling in this Defendants Face together with a Pain in the Ear which made this Defendant send for the Complainant And this Defendant says the Complainant came and gave this Defendant a Plaister for her Face and droped a few drops of Oyl in her Ear and gave her an Emittick and some drops to smell which is all the Physick this Defendant ever took of the Compl. and all the Application this Defendant ever made to the Complainant for Physick or Attendance which said Attendance this Defendant beleives was at an end in the Space of a fortnight And this Defendant Saith that surely if there had been any money Due from this Defendant so long ago the Complainant would Certainly have demanded it at the Years end But this Defendant does positively Deny the Complainant ever attended her except as aforesaid for which Physick and Attendance this Defendant says She Imagined She had sufficiently Recompensed the Complainant long ago For this Defendant says some time after she had been recovered of the Cold she this Defendant wanted to make the Complainant Amends for his Trouble but this Defendant Says the Complainant gave her an Opportunity by Saying he was in great want of Tea and did not know where to gett any whereupon this Defendant being glad of the Opportunity and knowing where to purchase some did buy Two Tribble Cattys at the Price of five Pagodas and sent them to the Complainant and verily thought a sufficient recompense for the very small Trouble given the Complainant and This Defendant Says she never had any Demand made on her by the Complainant except a few days before he filed his Bill in this Honoble Court at which time this Defendant as She is going from Hence and to prevent any Litigious Suite or Trouble or did Send and offer the Compl. 10 Pagodas with which Tea at 5 Pagodas makes Pagodas 15 which in this Defendants Opinion is a prodigious Gratuity for the Physick and attendance for the Trouble the Complainant took on Account of this Defendant All which Matters and Things this Defendant is ready to Avert, Maintain and prove as this Honoble Court shall and prays to be hence Dismissed with Her Reasonable Costs in this Behalf most Wrongfully Sustained.

JOHN RUSSELL,
Atty. for the Defendt.

Oct. 18TH. 1737.

The Replication of Nathaniel Barlow of Fort St. George Complainant for the answer of Ann Caverley of the same place Defendant.

The Said Defendant Saving to himself all Advantage of exception to the Errors and Insufficiencys of the Defendants Answer for the 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 Defendant to the said Bill is very untrue Imperfect and Insufficient to be Replied unto For that in her Answer She Says She can no ways admit of the Allegations sett forth in the Complts. said Bill and absolutely denys the attendance One Month farr less the time really sett forth in the Bill of Complaint as also in her Answer she would insinuate that She knew what the Medicines were as also the Value thereof To which the Compl. Replys that were the persons in this Place who prepared the Medicines as also carried the most of them to the Defendant the Evasions as also the untruth of

her absolutely denying any part of the Complainants Bill (but what she thinks fitt to acknowledge) would plainly appear to this Honoble Court. And as to what the Defendant seems to Insinuate are the Value of the Medicines (Surely she this Defendant has not a little Dealt in that way) for the most Experienced Chymist cannot pretend to know the different simples in a mixture to ascertain the Value thereof And this Complainant begged leave to say that whoever professes or administers Physick as before are under such tyes and obligations that they dare not disclose the Malady's of their Patients but the only method used in such Cases where the Patient refuses payment the Bill is Taxed by one of the Fraternity who are Judges of the value of the Medicines by the Mixtures therefore this Complainant is ready and willing to shew his day or Memorandum Book of all the Medicines and Preparations thereof applied to the Defendant and thereby it will not only appear by the Nature of the Preparations of the Medicines as also the time this Compl. attended the Defendant Vizt. From the Year 1729/30 above two years untill this Complainant would attend no Longer seeing she the Defendant refused Payment for the Medicines and Attendance which the Compl. dare not hear sett forth by the reasons aforesaid, but by the Common Practice when a Physician is employed they are paid for their attendance untill they are fully satisfied. That the Defendant might have sent Two Canisters of Tea to his the Complainants family as a present it may be true for it was about the time this Defendant sett forth in her Letter which is hereto annext this Complainant not Chusing to put any new Matter in his Replication but as the Defendant therein acknowledges the Attendance but would put it as officious visits sure the Complainant and the Defendt. are so well known in this place that had this Complainant had a leisure hour from his business not to retort the argument in the Defendants Letter he would have kept no company if he could not enjoyd better and as for Money he this Complainant never received any of the Defendant And as to this Complainant not making so frequent demands or daily dunning the Defendant was intirely owing to this Complainants extraordinary Lenity for sure if the tyes of Nature to preserve health or whoever Administers a cure to recover a Patient when labouring under extraordinary Distempers if the Patient does not voluntarily pay Law and Equity ought to oblige them.

Therefore this Complainant humbly begs of this Honoble Court to give the proper orders to cause this Complainants books to be examined where the time of his Attendance Medicines and Preparations thereof to his Patient are at large sett forth and thereby it will not only appear what Medicines were administered to the Defendant as also the time he this Complainant Necessarily attended the Defendant and that a proper Report may be made therefrom to the Satisfaction of this Honoble Court all which Matters and Things this Complainant is ready to averr maintain and prove the same as this Honoble Court shall award and humbly Prays as in and by the said Bill he hath already prayed.

DAVID FORBES,
Atty. for the Replyant.

REJOYNDER GENERALL.
MAYORS COURT OF
MADRASPATNAM.
RAWSON HART ESQR. *Mayor,*
and all the Aldermen.

Tuesday the 13th. day of Decr. A.D. 1737
Between Nathaniel Barlow of Fort St.
George Mercht. Complainant and Ann
Caverley of the same place Widdow
Defendant.

This Cause coming on this day to be heard and Debated before this Court in presence of the Attorneys on both sides on hearing the Bill, Answer, Replication & Rejoynder Read and what was Alledged on either side upon Examination had of the Matters in this Cause and due Consideration thereon This Court do therefore think fitt to Order and Decree and doth Accordingly Order

and Decree that the Defendant do pay unto the Plaintiff the Sum of Fifteen Pagodas and that each Party do Pay their own Costs.

JOHN STRATTON,
Regr.

IN THE NAME OF GOD AMEN I John Irving of Fort St. George in the East Indies Merchant being Sick and Weak in body but of Sound Mind Memory and Understanding (Praise be God therefore) do make and Ordain this My Last Will and Testament in Writing in Manner and Form following that is to say First I Recommend my Soul into the hands of Almighty God who gave it hoping for Salvation through the Meritts and Mediation of my Saviour Jesus Christ and my Body I Commit to the Earth to be decently Interrd at the Discretion of my Executrix hereinafter named as to such Worldly Estate wherewith it hath pleased God to Bless me I dispose thereof as follows Impri-
mis I do direct that my Just Debts Legacies and Funerall Charges be in the First place paid and Satisfyed Item I do give devise and bequeath two third parts of my Estate the whole in three equal parts to be Divided unto my beloved Wife Ann Irving and the other third part thereof I do give and bequeath to my daughter Sarah Irving be paid to her when she shall attain the age of Twenty One Years And in case of her death before she Attains such age then I do give the said third part to my said Wife Ann Irving whom I do hereby Appoint Sole Executrix of this my Last Will and Testament and do desire of my said Executrix to give Mourning to each of my Brothers and Sisters Item I do give to Mr. William Jermin my sett of Gold Buttons, Lastly I do revoke all former Wills by me of any time heretofore made and do declare this present Writing to be My Last Will and Testament in Witness whereof I have hereunto sett my Hand and Seal this twenty Second day of Aug^t. Anno Domini 1733.

JOHN IRVING (L.S.).

A True Copy.

JOHN STRATTON,
Regr.

Signed Sealed published and declared by the said Testator as and for his Last Will and Testament in the presence of us who at his request and in his presence and in the presence of each other have Subscribed our Names as Witnesses thereunto.

PHILLIS BRIGHT.
W^m. JERMIN.

BY THE MAYORS COURT OF MADRAS-
PATNAM.

Be it known to all Men by these presents that this Seventh day of January Anno Domini one thousand seven hundred and thirty Six The Will of John Irving late of Fort St. George Merchant deceased hereunto annexed was Exhibited and proved before this Court and Administration of all and Singular the Goods Chattells and Credits to the said Deceased in any wise belonging was and is hereby Committed to Ann Irving Executrix in the said Will named being first Sworn well and truly to Administer the same and to pay the Law full debts of the said Deceased as far as the Goods Chattells and Creditts of the said Deceased shall Extend and the Law oblige her, and also To Exhibitt unto this Court a true and perfect Inventory of all the said Goods Chattells and Creditts on or before the expiration of Six Months and to render into this

Court a true and Just Account of all the Effects of the said Deceased on or before the expiration of Twelve Months from the date hereof Dated the Day Month Year and place above mentioned.

RAW : HART,
Mayr.

JOHN STRATTON,
Regr.

(L.S.).

MAYORS COURT.

IN THE NAME OF GOD AMEN. By this Publick Instrument of Approbation of Schedule or Testament. Be it known and Manifest to all People That on the twenty Seventh day of June in the Year of our Lord One Thousand seven hundred and Thirty Six I Daniel Willeboorts, in the City of Atcheen Place Sita and Plain Java being very Sick in Bed and of Sound Mind and Memory in the presence of the Witnesses hereafter named do make this my Last Will and Testament for the discharge of my Conscience and Good of my Soul, and I desire my Son in Law Mr. James Bradbrook and Mr. Gooding to be my Executors and Trustees and that when God pleases to carry me from this Life my Trustees shall Execute and perform what I desire in this my Will which I allow and confirm to be my Last Will and Testament and my Will is that whatever is Writ herein to keep fulfill and Holy perform.

First I Order my Ship with the Goods that are on her as appears by the Papers I have in my Scritory to be Sold and pay the Ships Company One Months Wages due to the last of June of the Year above written as also pay the Master Mate and the Carpenter their wages, Item Pay my two Peons, Bandy and Nausen Pattamy and I declare that Bandy did not serve me for about five months he has been Sick therefore I order to cut out of his wages the said five months Item I order to dispose of my Godown and the Ground Betty lived upon, the said Ground begins from the Washers Town and Ends near the River, Item I order my Trustees to recover and receive all Demands I have on the Mallay Men, Agreeable to the Tenour of the Papers in my Scritory Item I declare that I have at Bengall two Boys he that is called Mancoel I give to my Son Daniel and Boy Janico I give to my Son Mattheus, Item I declare that all the Slave Wenches and Girls who Serve and attend on Maria are her own and as such she can do of them what she will, Item I mean the Slave Girls are only hers, as for Magdalena and Diana they are free Item It is farther my Will That Susanna and her Husband Alexander shall Serve Nonha Sophia two Years which when is over they shall become free and no Body can oblige them to Serve her any Longer, Item I declare that Leonor is free and she was never my Slave Item I declare that Victoria Diana and Buzeda belongs to the said Leonor and her Mother, Item I acknowledge to be indebted unto Leonor fifteen Buncalls which I desire my Trustees to pay to her fully. Item my Will is that no One Person shall Open or look into the Chest of the said Leonor and whatever is in that Chest belongs to her excepting a Mallay Dagger that is mine Item I leave Cezar and Jacob to Serve my Son Pichy two Years, Item I give Diogo and his Wife their freedom, and also Vallenty is free and they deserve it for the good services they have down to me. Item I desire my Trustees by all means to adjust Accounts with my Nephew Matheus Famlidem at Persia Item I declare that I have in my hands Three Thousand Madrass Rupees belonging to Jannachy Willeboorts Daughter of my Brother Peter Willeboorts which I order my Trustees to pay accordingly Item I desire that all my effects may be Sold and my Just Debts paid and that the Remaining Bulk of my Estate to be Equally Divided between my Sons and Daughters Item I declare that I owe to my Writer Francisco Xavier for Eight Years Service (he has served me faithfully) for which I desire my Trustees to pay him with equity Item I desire my Trustees also to pay to Natalia the Sum specified in my Book Item I acknowledge to be indebted to Padre Fray Manat

de Santa Maria the Money he Sent me and LASTLY I Desire my Trustees above named to Execute and perform all whatever I have in this my Will directed and also I order and beg That this my Will may not be Opened Read nor Published untill God takes me to himself and I do hereby Revoke and make Void all former Will or Schedule by me heretofore made in any manner or form whatsoever and declare this my Will Write in this Sheet of Paper to be only True and last Will and Testament which I Cause to be made In WITNESS whereof I have hereunto sett my Hand with the Witnesses who were present in Atcheen the Day Month and Year above written.

DL. WILLEBOORTS.

A True Copy from the Originall Translatt.

JOHN STRATTON,
Regr.

Witness

J. EDGE.

FR. MEL. DE ST^A. MARIA.

BY THE MAYORS COURT OF MADRAS PATNAM.

Be it known to all Men by these presents That this Twenty Eighth day of February Anno Domini One Thousand Seven Hundred and Thirty Six (Seven) the Wife of Daniel Willeboorts late of Atcheen Merchant Deceased hereto annexed was exhibited and Proved before this Court and Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in any Nowise belonging was and is hereby Committed to Mr. Percivall Gooding One of the Executors in the said Will named Reserving Power of Granting the like Administration to James Broadbrook when he shall come to Pray the same being first Sworn well and truly to Administer the same and to Pay the Lawfull Debts of the said Deceased and the Legacies in the said Will mentioned as farr as the Goods Chattells and Creditts of the said Deceased shall extend and the Law Oblige and also to Exhibitt into this Court a True and Perfect Infentory [*sic*] of all the said Goods Chattells and Creditts on or before the expiration of Twelve Months from the date hereof and also to render into this Court a True and Just Account of all the Effects of the said Deceased on or before the Expiration of Twenty Four Months from the date hereof Dated the Day Month Year and Place above mentioned.

RAW : HART,
Mayr.

MAYORS COURT (L.S.)

JOHN STRATTON,
Regr.

Translate of the Last Will and Testament of Lachary De Avateek Viz^t.

In the name of Jesus Christ amen.—This Will is to be Confirmed after my Death According to the Testimony of St. Paul.

I Lachary De Avateek do Confess and Declare before God and my Ministers that all my Accounts and Transactions are fully Inserted and Entered into my Books except three large Accot. Cur^{ts}. belonging to Gregory De Agazar, Maljan De Aga Perry & Issa Gully De Avateek Shaundullah also the Account of Macurtoom Yauhoopah which is wrote down to the Year 1716 Since which Time I have know Accts The three Large Account Curr^t. are not entered in the Book by reason of the said Persons have had some disputes with their Master and mine on account of Insurance Premium upon Bills and Deficiency in the Sale of Goods. The Accot. depending with the said Macurtoom Yanhoopah since the Year 1716 will plainly Appear by his Letters wrote to me

and my Masters, I and said Macurtoom Youhoopah have been copartners & in the Year 1714 I came out from Europe since which time the Difference in Acco^{ts}. betwixt us must be Settled and Adjusted.

In the Year 1720 I was in Gombroon and being in haste to dispatch for Ispahan was obliged to leave all the Piece Goods I had with Beethan on My Arrivall at Syrash was Informed my Master was run away so that at my coming to Ispahan I Lodged in the Armenian Convent but the King's officers sealed up all my effects for my Masters debts when after the Expiration of Seven or Eight Months it was agreed upon to refer the Case to Arbitration In pursuance thereof Arbitrators were Chosen who drew up a Generall Acco^t. of my Transactions during my Stay at Gombroon and from thence to Ispahan also the Effects I delivered to Bethan with the Charges during my Imprisonment all which are Incerted in the Europe Waste Book together with what I paid to my Master Creditors and all the Charges I Defrayed which said Book I left at Ispahan But the receipts I have got by me and are all passed into Acco^t. Curr^t. Some of which are Entered into the Waste Book.

I have also four Large Acco^{ts}. Curr^{ts}. two of which are in Copartnership with Aveat De Teany And my Masters the other two betwixt Macurtoon Youhoopah my Masters and Self all the Acco^{ts}. relating to my Masters Factors Adventures &c. are all included in the aforesaid Large Acco^t. Curr^t. as also what other Acco^{ts}. I have with my Masters are therein Incerted and fully entered. Item.

I have one Large Acco^t. Curr^t. with Coja Nazar Jacob Jan containing Seven or Eight Pages which is part of my Acco^t. Curr^t. with my Masters and is Lodged in the hands of said Coja Nazar Jacob Jan whereof I have a copy But not Receiving the Ballance due to me from My Masters I put the same in Court Judgement thereon was given on my behalf I being now at Present under some Disorder of body do make this my Last Will and Testament hereby Appointing John Stratton Register my Executor to receive all the Moneys due from my Masters &c. in the best Manner he May or Can. Item.

I have also a further Acco^t. with Coja Nazai Jacob Jan which I have not yet Settled for which I Sued him in the Mayors Court this Acco^t. must be Settled with him there is in his hands a Factorage Bond for 24000 Rupees in my own and Sons Names unsealed which must be taken in the Writings belonging to him are in Escutore and are to be Given him but whatever Sum appears due on the aforesaid two Accounts must be received from said Coja Nazar Jacob Jan. Item.

The Debt due from Coja Nazar Jacob Jan depending in Bengall must be received which Sum is in Copartnership with Macurtoom Ianhoopah which is to be divided and my Share thereof to be placed to the Credit of my Masters and my Joint Account and out of the Money received must pay the following Persons Viz^t. Item.

	Rs.	
To Coja Aratoon De Mokell as ₤ Bill of Exchange payable to Coja Truce dated March 10th 1731 five months after date	168 4 $\frac{1}{4}$	
To Coja Truce Teraveat dated Sept ^r . 1732 at 9 ₤ Cent ₤ Annum A.R ^s	300	Item.
To Coja Petrus Uscau dated Sept ^r . 6th 1732 at 6 ₤ Cent ₤ Annum D ^o	500	Item.
To Coja Nazar Jacob Jan June 11th 1732 at 12 ₤ Cent ₤ Annum Calcutta R ^s	350	Item.
To Coja Savoy De Canon Jan ^{ry} . 1st 1733	100	Item.

This last sum was the charges of Coja Nazar Jacob Jan which are enterd in the Waste Book in Part of which Sum said Coja Nazar Jacob Jan gave me 4th September 1734 18 P^s. Sheersucker & Casershay 7 P^s. of Gingham some of which was sold and the rest I returned him again.

Item. To Coja Naxar Jacob Jan Pagodas 52 in Ready Money and Rice from April 11th 1735 to October the 8th But Coja Nazar Jacob Jan is Dr. to me thereon Pags. 32 as wrote down and entered in Waste Book.

Item. My Executor Mr. John Stratton shall receive 5 $\frac{1}{2}$ Cent Commission after all which the remainder of my Estate to be Given to my Lawful Sons and Heirs Gregory and Avateek.

Item. In the Accounts current of Coja Nazar Perry De Pamoos Anno 1715 he gave me Credit for 72 Pagodas bad Debts from which he received Pags. 45 Ann. 1736 I accounted the same with his Sons to the Amount of Pags. 100 in part of which I received 90 Pagodas so the Ballance remaining with Interest is 13 Pags. which Bond I have delivered into the Hands of Holland Goddard as being their Trustee Note the Dividend of said Pags. 13 and the above mentioned 90 must be placed to Account of Coja Lazaroos deceased and Coja Macurtoom Yanhoopah mine and my Masters to each Mans equal share and Proportion thereof but My Masters Share to be placed to his Credit in Account.

Item. To the Estate of my Son Jonannes Coja Shaffer Chureek stands indebted 250 Dollars full weight and the same being put into Court Anno 1716 I paid charges Pags. 7 for which I made Mancurtoon Yahooopah Debr. by reason he took up the 250 Dollars on Respondentia also Aratoon De Marzavelly was indebted to Stock of my said Sons Pags. 16.18 fanams for which I made Coja Aratoon Debtor and on Account of the said 250 dollars I received in Court Pags. 446 out of which I deducted Pags. 43.30 for charges I was at before with abovementioned Pags. 7 so that the remainder Pags. 402.6 I divided into three shares two of which belonged to Coja Aratoon whose Executor is Coja Parsedon then on Accot. of the abovementioned Pags. 92.26 fanams which said sum I deducted from Coja Aratoons two shares and the remainder I paid to his Executor Coja Pawiden being Pags. 175 which I wrote down in my Waste Book, And then for the Pags. 92.26 fanams I gave my Masters Credit and made them Debtor for the before mentioned Pags. 7 for charges which with compound Interest computed thereon Amounts to Pags. 39 further two thirds of 134 Pags. before mentioned belonged to my Masters for which they must have Credit in Account.

Item. On my Departure from Europe I at sundry times demanded my Accot. Curr^t. from my Masters but they trifled and would not give it me therefore according to my own book I drew out the account current betwixt me and my Masters but Sundry Piece Goods which they received frome me I have not debted then for.

Item. Relating to the Account Current betwixt Coja Macurtoom Yahooopah and my Masters they pretended there was a Ballance due to them from said Coja Macurtoom Yahooopah but at the same time they had nothing to show whereby the said Ballance did Appear and at the time of my Master Coja Avateeks departure from Amsterdam he was indebted to Coja Macustoom Yanhoopah for which debt he gave a Bond and as I was informed both from my Master Coja Avateek and also from other Persons that he my said Master had given a Generall discharge for Coja Nacurtoom Yanhoopahs Factorage But neither that nor the Account Curr^t. settled betwixt them does he care to Show me However, I wrote out an Accot. Curr^t. betwixt my Master and Coja Macurtoom Yanhoopah also a Duplicate thereof and desired an Answer whether that Accot. Curr^t. was right or no But have not received and Answer from Coja Macurtoom Yanhoopah If in his Accot. Curr^t. he is indebted less than the Produce of a Diamond belonging to Coja Panoos the Overplus must be paid by my Master

Also the in the Accot. of Coja Lazaroos Coja Macurtoom Yahoopah has not made him Dr. for the charges Incumbent on the Salvage of Sundry Goods nor likewise the Share of Insurance which I paid at Amsterdam Note that the Ballance of Coja Lazaroos's Accot. is a large sum which Ballance is due from and must be received of my Master as I have mentioned in my Accot. Current with my Master.

In reference to the Account of Copartnership betwixt him and me Note that there is a Ballance due to me from him which said Ballance my Executors one of Sons and Master Coja Avateek must jointly write to him a Letter about it and receive the Ballance due thereon. Item.

I have drawn out a generall accot. Curr^t. wherein are included the dealings and Transactions which has occured in Trade with all Persons I traded with also occot. of all adventurers received and how and what Manner disposed off and Sold and whatever disputes or differences arose thereon I have particularly mentioned and wrote down under each mans account Curr^t. for your Government. Item.

I am indebted to sundries at Ispahan Viz.

To My Wife Azis in one Bond	...	...	60	Tomaund	Item.
To D ^o . Azis in one D ^o.	...	...	2	Do.	
To the Wife of Manaville ꝑ Bond	...	...	5½	Do.	
To Sanville ꝑ Do.	...	...	8	Do.	
To Gregore Carapet ꝑ Do.	...	...	8	Do.	

To my Wife Azis for the tribute and expenses and etc. which she paid on my account after my Departure from Ispahan which with the abovementioned Sums I do hereby Order my Sons Gregory and Avateek to Pay.

Whatever Sums of Money my Executor Mr. John Stratton receives from my Creditors &c. he shall by my order receive 5 ꝑ Cent Commission for his trouble collecting the same and further I Do Order the said Mr. John Stratton to purchase for himself out of the produce thereof One Diamond Ring to the Value of Three Hundred Pagodas to wear the same upon his finger in remembrance of me and the Ballance due from Master Coja Avateek the said Mr. John Stratton must receive also a Bond of Factorage depending with Gregory My Son. Item.

I am not indebted anything at all to all and every of my Masters Factors &c. which Will Evidently Appear by their respective Accots. Curr^{ts}. Item.

My Masters received One Fatorage Bond for the Sum of Three Hundred Tomaund from my Son Gregory and for which they gave two Bills of Exchange Viz. One Bill upon me in India for 150 Tomaunds and another upon Coja Avateek in Europe for the remaining 150 Tomounds in the Year 1715 the Bill Upon me I protested for Good and sufficient reasons likewise the Bills upon Coja Avateek in Europe is not paid and at the time of Coja Tarcons meeting with my Son Gregory in India then gave him a full discharge for the aforesaid Three Hundred Tomounds a copy of said Discharge I have in possession and when my Master delivers up the said Factorage Bond of my Sons he may then deliver up the Discharge in return. Item.

All my Paper Accounts & etc. must be delivered up to my Sons and Heirs Gregory and Avateek after that my Executor Mr. John Stratton has collected in All my Debts. Item.

The Sum my Masters stands Indebted to my Son Gregory the same I have made them Debt^{or} for in my Accot. Curr^t. with them and when my Masters Ballance is received then my Son Gregory must receive his Proportion of said Debt as also the one fourth part of Profit in Factorage lately Gained in Trade must be paid to my Son Avateek. Item.

- Item. Whatever I am indebted at Ispahan the same my Sons must Pay as likewise the necessary Charges my Wife was at.
- Item. I desire that my sons may live unanimously together and not separate.
- Item. My house gardens with what I have at Ispahan I have freely given to my sons.
- Item. I leave to the Will and pleasures of my Son to give to my Granddaughters what they think proper.
- Item. Out of the produce of my Estate I bequeath Viz.
- | | | | |
|--------------------------------------|-----|----|----------|
| To the Armenian Convent in Ispahan | ... | 2 | Tomaund |
| To the Church Bethlehem in Do. | ... | 2 | Do. |
| To the Armenian Ministers in Madrass | ... | 20 | Pagodas. |
| To the Armenian Church in Do. | ... | 20 | Do. |
- Item. I do hereby Order Mr. John Stratton to Seal up all my Effects in Madrass and to deliver them up to my Sons on their arrivall here.
- Item. I received from Mr. John Stratton 50 Pagodas.
- Item. I have left in my Escutore some Pagodas.
- Item. I Borrowed from Coja Truce. 50 Pagodas.

And if I have at any time received any more from him it is wrote down under the aforesaid Bill of Exchange of Rupees 168.4.4.

Hereby Testifying and Declaring this to be my Last Will and Testament I have hereunto sett my hand and Seal in Madrass this Tenth day of September 1736.

LACHARY DE AVATEEK.

A true copy from the Original Translate.

JOHN STRATTON,
Regr.

- Test. Padre Wannis De Catcheck.
Padre Stephan De Stephan.
Padre Alexander De Asivasatoor.
Padre Asivasatoor De Manasacon.
Padre Mercar De Daniell.
Coja Petrus De Usca.
Coja Gregory Avaton.
Coja Menas De Alias.
Menasacon De Lucas.
David De Measain.
Persidon De Verton.
Terus Teraveat.
Mokell De Gregory.

By the Mayors Court of Madraspatnam.

BE IT KNOWN to all Men by these Presents that this 2nd Day of February Anno Domini 1736/37. The Will of Codja Lachariah de Avateek late of Fort St. George Merchant Deceased hereunto Annexed was Exhibited and Proved before this Court and Administration of all and Singular the Goods Chattels and Creditts to the said Deceased in any wise belonging was and is hereby Committed to John Stratton sole Executor in the said Will Named being first

Sworn well and Truly to Administer the same and to pay the Lawfull Debts of the said Deceased and the Legacies in the said Will Mentioned as farr as the Goods Chattells and Creditts of the said Deceased shall extend and the Law Obliged. And also to Exhibit into this Court a true and perfect inventory of all the said Goods Chattells and Creditts at or before the Expiration of Six Months from the date hereof. And to render unto this Court a True and Just Account of all the Effects of the said Deceased at or before the Expiration of 12 Months from the date hereof Dated the day Month Year and Place above mentioned.

RAW : HART,
Mayr.

MAYORS COURT.
JOHN STRATTON,
Regr.

WHEREAS I Grantham Bird now of Fort St. George in the East Indies one of the Attorneys of the Mayors Court have already made a will long before my Departure from England and thereby gave all my Estates what so ever unto my Loving Wife Mary Bird and made her sole Executrix of the same which will I hereby confirm provided she be living at the time of the first news in England of my Death but if not then living then I give all my said Estate whatsoever unto my Neice Lydia Hervitt and make her sole Executrix but in case of my decease in India I desire my Good Friends Mr. John Savage and Mr. Thomas Appleby of Fort St. George Merchants to Act and be as Executors for all my Estate and Effects in India and to Sell all my said Effects and Collect in all the Debts owing to me and the Produce thereof to remit to England to the Persons abovementioned who shall be entitled thereto Desireing only That a Chest may be filled with my best Wearing Apparell and what peices of white Linnen I shall have by me with my Watches Rings and Canes and remitted in the same Manner Witness my hand in Fort St. George this 24th Day of October 1736.

GRANT^m. BIRD.

Witness—
DAVID FORBES.

N.B.—I desire my Manuscript Books of my own Writing with that Printed relating to my Practice may be also sent home.

A true copy.

JOHN STRATTON,
Regr.

BY THE MAYORS COURT OF MADRASPATNAM.

BE IT KNOWN to all Men by these Presents that this 17th Day of May Anno Domini 1737. The Will of Grantham Bird late of Fort St. George Gentlemen Deceased here-unto Annexed was Exhibited and proved before this Court and Administration of all and the Singular the Goods Chattells and Creditts to the said Deceased in anywise belonging was and is hereby committed to John Savage and Thomas Appleby Executors in the said Will Named being first Sworn Well and Truly to Administer the same and to pay the Lawfull Debts of the said Deceased as far as the Goods Chattells and Credits of the said Deceased shall extend and the Law oblige them And also to Exhibit into this Court a true and perfect Inventory of all the said Goods Chattells and Creditts on or before the Expiration of Six Months and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Expiration of Twelve Months from the date hereof Dated the Day Month Year and Place Abovementioned.

RAW : HART,
Mayr.

MAYORS COURT.
JOHN STRATTON,
Regr.

IN THE NAME OF GOD AMEN.—I Robert Hodson of the Parish of Cross-wart in the Country of Cumberland in the Kingdom of Great Britain but now of the City of Madrass in the East Indies being Sick and weak of Body but of perfect Sound Memory and Calling to mind the Uncertainty of this Mortal Life and that it is Appointed for all Men once to die Do therefore make this Last Will and Testament That is to Say First and Principally I recommend my Soul to Almighty God who gave it and my Body I commit to the Earth to be buried at the Discretion of my Executors hereafter named and as to What Wordly goods it has pleased Almighty God to Bless me with After my Just Debts and Funerall Charges shall be paid I give and bequeath in the Manner Form Following.

- Imprimis.* I give and bequeath unto Mr. Thomas Gayfar of Great St. Anns Lane Westminster the Sum of Fourteen Pounds Sixteen Shillings and Six Pence Sterling Money of Great Britain.
- Item.* I give and bequeath to my Servant Nalla Tomby the sum of Ten Pagodas.
- Item.* I give and bequeath to my Two Servants Anntee and Suzanna the sum of 5 Pagodas each.
- Item.* I give to Mr. Samuel Turner whom I appoint Executor of this my Last Will and Testament deducting my Debts, Funerall Charges and Legacies (all and what soever by any means right or title may properly be mine at the time of my Decease. And I do hereby revoke all former Wills heretofore by me made and Acknowledging this to be my last Will and Testament in Witness whereof I have hereunto Sett my Hand and Seal in Fort St. George this Eighth Day of May A.D. 1737.

ROBT : HODGSON (LS.).

Signed Seald & Delivered
where no Stamp Paper is
Procurable in the presence of
WILLIAM HATHAWAY.
EDWARD FULLER.
RICHD : HARRIS.

A true copy.

JOHN STRATTON,
Regr.

BY THE MAYORS COURT AT MADRAS PATNAM.

BE IT KNOWN to all Men by these Presents that this Twenty Fourth Day of May Anno Domini 1737 the Will Of Robert Hodgson late of Fort St. George Gentleman Deceased hereunto Annexed was Exhibited and Proved before this Court and Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in anywise belonging was and is hereby Committed to Samuel Turner Executor in the said Will named being First Sworn well and truly to Administer the Same and to Pay the Lawful Debts of the said Deceased as farr as the Goods Chattells and Creditts of the said Deceased shall Extend and the Law oblige And also to Exhibitt into this Court a true and perfect inventory of all the said Goods, Chattells and Creditts on or before the Expiration of six months and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Expiration of twelve months from the date hereof dated the Day Month Year and Place abovementioned.

JOHN STRATTON,
Regr.

RAW : HART,
Mayr.

(LS)
MAYORS COURT.

IN THE NAME OF GOD AMEN.—I Ralph Mansell being of perfect Mind and Memory make this my Last Will and Testament First & Principally I Commit My soul into the Hands of My Blessed Saviour and my Body to be decently Buried. As to my Temporall Affairs I will and Bequeath them as Follows Viz^t.

To My Dearly Beloved Wife Grace Mansell I Will and Ordain the One half of my Estate and to my Beloved Children James Mansell, Elizabeth Mansell and Ann Mansell the other half of my Estate to be equally divided amongst them.

And I do hereby ordain constitute and Appoint Mr. William Johnson and Mr. Fenwicke Golightly Executors in Trust to this my last Will and Testament in Witness whereof I have hereunto Sett my Hand and Seal in Fort St. George this Twenty Seventh day of May 1737.

RALPH MANSELL (LS).

Witnesses—

NATH : BARLOW.
ROB^t. TURING.
G. G. POWELL.

A True Copy.

JOHN STRATTON,
Regr.

BY THE MAYORS COURT OF MADRAS PATNAM.

BE IT KNOWN to all Men by These Presents That this Seventh Day of June A.D. 1737 The Will of Ralph Mansell late of Fort St. George Merchant Deceased hereunto annexed was Exhibited and proved before this Court and Administration of all and Singular the Goods Chattells and Credits to the said Deceased in anywise belonging was and is hereby Committed to Mr. William Johnson and Mr. Fenwicke Golightly Executors in the said Will Named being first Sworn well and truly to Administer the same and to pay the lawfull Debts of the said Deceased as farr as the Goods Chattells and Creditts of the said Deceased shall Extend and the Law Oblige them And also to Exhibit into this Court a true and perfect Inventory of all the said Goods Chattells and Creditts on or before the Expiration of Six Months and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Expiration of Twelve Months from the date hereof Dated the Day Month Year & Place Abovementioned.

RAW : HART,
Mayr.

MAYORS COURT.

JOHN STRATTON,
Regr.

IN THE NAME OF GOD AMEN I Henry Lightfoot of Fort St. George in the East Indies being Sick and weak in Body but of perfect and Sound Memory (praised be God therefore) and Calling to Mind the Uncertainty of this Mortall life and that it is Appointed for all Men once to die do therefore make this my Will and Testament in manner and form following that is to Say first and Principally I Commend my Soul to God who gave it in hopes of a Joyfull Resurrection by my blessed Saviour Jesus Christ and my Body I commit to the Ground to be buried in a Decent manner at the discretion of my Executors hereafter named and as to what Worldly Goods and Effects it has pleased Almighty God to endue and bless me with I Give Bequeath and Devise in the manner following.

- Imprimis.* I Desire that my Just Debts and Funerall Charges be punctually paid.
- Item.* I Give Devise and Bequeath unto my Dear Beloved Father, all my Estate in what Quantity and Quality so ever both real and Personal Goods and Chattells &c. that I shall be possessed off at the time of my Decease Living and to be heard of nigh or near Boarshead Court in the Borough Southwark in the Kingdom of Great Brittain.
- Item.* I give to Each of my Executors Mr. George Jones and Mr. John Dawson (whom I do Appoint Executors of this my Will and Testament) to each a Mourning Ring And I do hereby Declare this to be my Last Will and Testament making all former Wills heretofore made by me and further Declare this to be my Last Will and Testament In Witness whereof I have hereunto Sett my hand and Seal this 30th day of June Anno Domini 1737.

HENRY LIGHTFOOT (L.S.).

A True Copy.
JOHN STRATTON,
Regr.

Signed Sealed and Delivered
where no Stamp Paper is
procurable in the presence of

JOS : MURPHY.
ROBT : GILES.

BY THE MAYORS COURT AT MADRAS PATNAM.

BE IT KNOWN to all Men by these Presents That this Nineteenth day of July A.D. One Thousand Seven Hundred and Thirty Seven The Will of Henry Lightfoot Late of Fort St. George Gentleman Deceased hereunto Annexed was Exhibited and proved before this Court and Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in any wise belonging was and is hereby Committed to Mr. George Jones and Mr. John Dawson Executors in the said Will named being first Sworn well and truly to Administer the same and to pay the lawfull Debts of the said Deceased as farr as the Goods Chattells and Creditts of the said Deceased shall Extend and the Law oblige them and also to Exhibit into this Court a true and perfect Inventory of all the said Goods Chattells and Creditts on or before the Expiration of Six Months from the date hereof and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Expiration of Twelve Months from the date hereof Dated the Day Month Year and Place abovementioned.

RAW : HART,
Mayor.

MAYORS COURT.
JOHN STRATTON,
Regr.

IN THE NAME OF GOD AMEN August 11th 1737 I Richard Harris of Fort St. George being Sick and weak of Body but of Sound and perfect Mind and Memory, thanks be to Almighty God, but knowing it is Appointed for all Men once to Die do make and ordain this my Last Will and Testament that is to Say first and principally I commend my Soul into the hands of Almighty God hoping through the Meritts of my Saviour Jesus Christ to have Pardon for all my Sins and to inherit everlasting Life and my Body I commit to the Earth to be Decently buried at the Discretion of my Executors hereafter named and as touching the Disposition of such Temporall Estate as it hath pleased Almighty God to bestow upon me I Give and Dispose thereof as followeth.

I will and require my two Executors George Jones and John Russell to See that my Debts and Funerall Charges be paid and Discharged. Item I give and bequeath to my Dear and Well beloved Mother Dorothy Harris at Lachorn Carmarthenshire Two Hundred Pagodas to be remitted after the Sale of my Effects Item I give and Bequeath to my loving Brother Evan Harris Twenty Pagodas. Item To my Brother David Harris Twenty Pagodas. Item To my Sister Sarah Harris Twenty Pagodas. Item To my Sister Rebecca Harris Twenty Pagodas. Item to My Sister Margaret Harris Twenty Pagodas And if in Case my Mother should have Departed this Life then and in such Case the aforesaid Sum of Two Hundred Pagodas to be remitted to Europe And equally Divided amongst Such or all of my Brothers and Sisters as shall be living. Item To my Well Beloved Friend Lazarus De Montee the black Cott with all its Furniture as also whatever Sheep Geese Turkeys Grain &c. That may come from Bengal this Season I bequeath to Him Item to His Wife Eneas De Montee one Piece of Gold in my Escutore weighing about Twenty Two Pagodas. Item I Give and bequeath to my true and well beloved Friend John Dawson Ten Pagodas to buy himself a Mourning Ring. Item To my two Executors aforesaid Twenty Five Pagodas each hereby willing and Requiring that after all my Debts and Legacies are Discharged the Residue and Remainder of my Personal Estate Goods &c. Chattells I do give and bequeath to my Well Beloved Friend Dorothy Adams particularly my Adventure to China of about Fifty Pagodas for Silk and a Slave Body and Girl I Desire may be given to her and not Sold I do hereby Revoke and make Void all former Wills and Testaments by me heretofore made. IN WITNESS whereof I the said Richard Harris have hereunto sett my Hand and Seal in Fort St. George the Day and Year abovewritten.

his

RICHARD x HARRIS (L.S.).

Mark

Signed Sealed and Declared
by the said Richard Harris
as his Last Will and Testament.
In the presence of us.

WM. HATHAWAY.

THO^s. WHITE.

JOHN MEGSON.

BY THE MAYORS COURT AT MADRAS PATNAM.

Be it known to all Men by these presents that This 16th day of August A.D. 1737 The Will of Richard Harris late of Fort St. George Gentleman Deceased hereunto Annexed was exhibited and Proved before this Court and Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in any wise belonging was and is hereby Committed to Mr. George Jones and Mr. John Russell Executors in the Said Will named being first and Sworn well and truly to Administer the same and to pay the Lawfull Debts of the said Deceased and the Legacies in the said Will mentioned as far as the Goods Chattells and Creditts of the said Deceased shall Extend and the Law oblige And also to exhibit into this Court a true and perfect inventory of all the said Goods Chattells and Creditts on or before the Expiration of six Months from the date hereof and also to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Expiration of Twelve Months from the date hereof Dated the Month Year and Place abovementioned.

RAW: HART,
Mayor.

(L.S.).

MAYORS COURT.

JOHN STRATTON,

Regr.

The Mayors Court of Madraspatnam To Robert Blundall Principall Creditor of Samuel Cooper late of Fort St. David Surgeon Deceased Send Greeting.

WHEREAS the said Samuel Cooper Dyed lately at Fort St. David Intestate Wee desirous that the Goods Chattells and Creditts of the said Deceased be well and truly Administered and disposed off and that all the Creditts of the Said Deceased be demanded and received and all his Just Debts paid as farr as his Goods and Chattells and Creditts shall Extend and the Law Oblige do hereby relying on your fidelity Committ to you the Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in any wise belonging being first Sworn well and truly to Administer the same And also to Exhibit into this Court a true and perfect inventory of all the said Goods Chattells and Creditts on or before the Expiration of six months and to render unto this Court a true and Just Account of all the Effects of the Said Deceased on or before the Expiration of Twelve Months from the date hereof and we do by these presents Appoint you Administrator of all and Singular the said Goods Chattells and Creditts Dated in Fort St. George this 16th day of August A.D. 1737.

RAW : HART,
Mayor.

(L.S.).

MAYORS COURT.

JOHN STRATTON,
Regr.

THE MAYORS COURT OF MADRASPATNAM.

To William Johnson Principall Creditor of John Warren late of Ingeram Gentleman Deceased send Greeting.

WHEREAS the said John Warren dyed lately at Ingeram Intestate Wee desirous that the Goods Chattells and Creditts of the said Deceased be well and truly Administered and disposed of and that all the Creditts of the said Decd. be Demanded and received and all his Just Debts paid as farr as his Goods Chattells and Creditts shall extend and the Law oblige do hereby relying on your Fidelity Commit to you the Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in anywise belonging being first Sworn well and truly to Administer the same and also to Exhibit into this Court a true and perfect inventory of all the Said Goods Chattells and Creditts on or before the Expiration of Six Months and to Render unto this Court a true and just Account of all the Effects of the said Deceased on or before the Expiration of Twelve Months from the date hereof And we do by these presents Appoint you Administrator of all and Singular the said Goods Chattells and Creditts Dated in Fort St. George this Twenty Third day of August A.D. 1737.

RAW : HART,
Mayor.

(L.S.).

MAYORS COURT.

JOHN STRATTON,
Regr.

THE MAYORS COURT OF MADRASPATNAM.

To George Jones and John Dawson Principall Creditor of Samuell Turner late of Fort St. George Gentleman, Deceased, send Greeting.

WHEREAS The Said Samuel Turner Dyed lately at this place Intestate Wee desirous that the Goods Chattells and Creditts of the said Deceased be well and truly administered and Disposed of and that all the Creditts of the Said Deceased be demanded and Received and all his Just Debts paid as farr as his

Goods Chattells and Creditts shall Extend and the Law oblige do hereby relying on your fidelity commit to you the Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in anywise belonging being first Sworn well and truly to Administer the same And also to Exhibit unto this Court true and perfect Inventory of all the said Goods Chattells and Creditts and before the Expiration of Six Months and to Render unto this Court a true and Just Account of all the Effects of the said Deceased on or before the Expiration of Twelve Months from the date hereof And we do by these presents Appoint your Administrators of all and Singular the said Goods Chattells and Creditts Dated in Fort St. George this Thirteenth day of September A.D. 1737.

RAWⁿ. HART,
Mayor.

(L.S.).
MAYORS COURT.
JOHN STRATTON,
Regr.

THE MAYORS COURT AT MADRASPATNAM.

To Henry Crawford Principall Creditor of Andrew Blair late of Fort St. George Mariner Deceased send Greeting.

WHEREAS the said Andrew Blair dyed lately at Fort Marlboro on the West Coast of Sumatra Intestate We desirous that the Goods Chattells and Creditts of the said Deceased be demanded and Received and all his Just Debts paid as farr as his Goods Chattells and Creditts shall Extend and the Law Oblige do hereby relying on your fidelity commit to you the Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in anywise belonging being first sworn Well and Truly to Administer the same and also to Exhibit into this Court a True and perfect Inventory of all the said Goods Chattells and Creditts on or before the Expiration of twelve Months and to Render into this Court a True and Just Account of all the Effects of the said Deceased on or before the Expiration of Eighteen Months from the date hereof And we do by these Presents Appoint You Administrator of all and Singular the said Goods Chattells and Creditts Dated in Fort St. George this 20th day of September, A.D. 1737.

RAW: HART,
Mayor.

(L.S.).
MAYORS COURT.
JOHN STRATTON,
Regr.

THE MAYORS COURT OF MADRASPATNAM.

To Martha Keith Widow and Relict of William Keith late of Fort St. George Mariner Deceased send Greeting.

WHEREAS the said William Keith dyed lately at Vizagapatam, Intestate Wee desirous that the Goods Chattells and Creditts of the said Deceased be well and truly Administred and Disposed of and that all the Creditts of the said Deceased be demanded and received and all his Just Debts as farr as his Goods Chattells and Creditts shall Extend and the Law oblige do hereby relying on your fidelity Commit to you the Administration of all and Singular the said Goods Chattells and Creditts to the said Deceased in anywise belonging being first Sworn well and truly to Administer the same And also to Exhibit into this Court a true and perfect Inventory of all the said Goods Chattells and Creditts on or before the expiration of Six Months and to render into this Court a true and Just Account of all the Effects of the said Deceased on or

before the Expiration of Twelve Months from the date hereof And we do by these presents appoint you Administratrix of all and Singular the said Goods. Chattells and Creditts Dated in Fort St. George the 8th Day of November A.D. 1737.

RAW^N. HART,
Mayor.

(L.S.).
MAYORS COURT.

JOHN STRATTON,
Regr.

I Christopher Greenwood being in perfect state of health and of sound Judgment draw up this small Memorandum as my Last Will and Testament and do hereby Appoint my Good Friend Messrs. Abraham and Henry Solomons of Fort St. George Merchants Separately and Jointly to be my only Trustees and Executors and that all Money Goods or Effects whatever may be anywhere found belonging to me may be delivered into their hands and that after payment of my lawfull Debts whatever shall remain I hereby order shall become their own property and that they keep and dispose of the same as they shall think proper I hereby giving it to them desiring that of my books & Papers, such as they like they may keep and that they destroy all others by fire, To this I except a small box Q^{ts}. a few things not Exceeding Twenty Pagodas in value and which are of no use but to the person for whom they were and are designed, this box I left in the hands of a friend whom I Name not nor should mention this trifle but in Case the said Friend should own the receipt of the said box which I have ordered and do order on the knowledge of my Decease shall be given to Moo—d—8—mea; my Friends know my meaning and will herein indulge me. Dated in Fort St. George the 16th day of July 1737.

A true copy.

CHR : GREENWOOD. (L.S.).

This is written wth. my own
Hand & needs no Witnesses.

JOHN STRATTON,
Regr.

THE MAYORS COURT OF MADRAS PATNAM.

BE IT KNOWN to all Men by these Presents that this 6th day of December Anno Domino One Thousand Seven Hundred and Thirty Seven the Will of Christopher Greenwood late of Fort St. George Merchant Deceased hereunto Annexed was exhibited and proved before this Court and Administration of all and Singular the Goods Chattells and Creditts to the said Deceased in anywise belonging was and is hereby Committed to Mr. Abraham Salomons One of the Executors in the said Will named being first Sworn well and truly to Administer the same and to pay the lawfull Debts of the said Deceased as farr as the Goods Chattells and Creditts of the said Deceased shall Extend and the Law oblige and also to Exhibit into this Court a true and perfect inventory of all the said Goods Chattells and Creditts on or before the Expiration of Six Months and to Render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Expiration of twelve months from the date hereof dated the Day Month Year and Place abovementioned.

RAW^N. HART,
Mayor.

MAYORS COURT.
JOHN STRATTON.
Regr.

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