[illegible] No. 42

[illegible] in the Mayor's Court

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Block 7

Rack No.

Shelf No.

Serial No. 42

General No.

iled the 2. May 1781

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Suncoo Chenna Kistnamah Chitty of Madras Merchant That Balla Kistna late of the same place Merchant Stands justly and truely indebted unto Your Orator in the full and just Sum of Four Thousand four Hundred and Eighty Nine Pagodas and fifteen fanams Current money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Thousand Seven Hundred and Ninety five Pounds and fifteen Shillings or thereabouts as may more particularly appear by Copy of an Account Current hereunto annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this his Bill of Complaint being the Ballance thereof and arising upon the principal and Interest of a Penalty Bond or Obligation given and granted unto Your Orator by the said Balla Kistna for the Sum of three Thousand and Eight Hundred Madras Pagodas under the date of the Eighteenth day of September which was in the Year of our Lord one Thousand Seven Hundred and Eighty Payable in forty days from the date thereof together with Interest at the Rate of twelve per Cent per Annum And Your Orator Sheweth that it is further consented to and agreed by the said Balla Kistnah that in Case the said Sum of Money should not be discharged according to the time therein Specified for the payment thereof that Your Orator shall in Such default be at liberty to Sue for the same in this Honble Court as may mor particularly Appear by a Copy of the said Bond or Obligation hereto annexed which Your Orator prays may be admitted as a further part of this his Bill of Complaint the original whereof

Ans/

whereof is in Your Orators Possession and ready to be produced when properly Called for by which said Agreement and Consent of the said Balla Kistna Your Orator is at full Liberty to commence an Action and Sue for the Payment of his aforesaid Debt in this Hon.ble Court According to the Meaning Spirit and Consideration of his late Majesty's Charter now in force Respecting the Prosecuting of Suits between the Natives of Madras in the Hon.ble the Mayors Court, And whereas Your Orator hath frequently and in an amicable Manner Requested Payment of the said Sum of Four Thousand four Hundred and and forty Nine Pagodas and fifteen fanams from the said Balla Kistnah.

But now so it is May it please this Hon.ble Court the said Balla Kistna Obstinately and wilfully Refuses to pay the Same or to give your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore Prays a General Relief Such as to this Hon.ble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Balla Kistna may upon his Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters and things herein before Setforth and alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Thousand four Hundred and forty Nine Pagodas and fifteen fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Balla Kistna to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the district thereof Personaly to be and appear before this Hon.ble Court at a Certain time and Place to be by this Hon.ble Court Prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by Such order and Decree therein as to this Hon.ble Court shall Seem Meet.

2.d May 1781.
This Bill was Shewn to me
Between the days of Adjournment
let a Summons issue Returnable
next Court day
B Roebuck
Mayor

M. Y. DuPuis
Atty. Compl.t

Dr. Ballakistna in acct. Curr.t with Suncoo Chinna Kistnama Chitty. Cr.

			Star P.s	F.	C.		Star P.s	F.	C.
1780. Sept.r	18th	To the Amount principal of your Bond to me of this date 3800. Madras Pagodas which @ the exchange of 110. Star P.s ⅌ 100 Madras Pagodas is	4180	..	..	By Ballance	4489	15	..
1781. April	30th	To Interest on d.o from the 18th Sept.r 1780 to this day is 7.ms & 12.ds @ 12 ⅌ Cent ⅌ Annum	309	15	..				
		Star Pagodas	4489	15	..	Star Pagodas	4489	15	..

Fort St. George
30th April 1781. Errors Excepted
⅌ Suncoo Chinna Kistnamah

8th May 1781.
The Complainant having made Oath to the justness of his demand and that the Defendant has been within the Jurisdiction of this Court since the Cause of Action arose let Warrant of Sequestration issue According to the Order of Court of this day
B. Roebuck
Mayor

True Copy M. Y. DuPuis
Atty. Compl.t

Know all Men by these Presents that I Balla Kistna of Madras am held and firmly bound unto Suncoo Chinna Kistnamah Chitty of said Place in the penal Sum of Seven Thousand Six Hundred Madras Pagodas to the payment whereof well and truely to be made to the said Suncoo Chinna Kistnamah Chitty his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Madras this Eighteenth day of September in the Year One Thousand Seven Hundred and Eighty—

Whereas the above bound Ball Kistna hath Borrowed and Received of the above Named Suncoo Chinna Kistnamah Chitty the full and Just Sum of Three Thousand Eight Hundred Madras Pagodas to run at Interest at the rate of Twelve per Cent per annum payable forty Days from the date hereof.

Now the Condition of this Obligation is such, that if the above bound Balla Kistna his Heirs Executors, Administrators, or Assigns shall well and truely pay or Cause to be paid unto Suncoo Chinna Kistnamah Chitty his Executors administrators or Assigns the full and Just Sum of Three Thousand Eight Hundred Madras Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue—

Ball Kistna. (L.S.)

[illegible]

Signed Sealed and delivered where no Stampt paper is to be had in the presence of

[illegible]

[illegible]

In case if I not pay abovementioned Sum According to the time, you may sue the Hon^ble the Mayor's Court—

Ball Kistna

[illegible]

True Copy

Dupuy

Mayor's Court at Madraspatnam

Thursday the 20^th day of December Anno Domini 1781—

Present

James Call Senior Alderman

Edward John Hollond— Edward Garrow

William Webb— Robert Hughes

Robert Duncan Munro— and Henry Mitchell

Aldermen

Between Suncoo Chinna Kistnamah Chitty of Madras Merchant Complainant and Balla Kistna late of the same Place Merchant Defendant.

It Appearing by the Records of this Court that the Space of Six Months (the time Limitted by his Majesty's Charter) is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Thousand four Hundred and Eighty Nine Pagodas and fifteen fanams (Pag^s. 4489.15.–) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

J Call

Filed 18th December 1781

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

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Francis Jourdan of Fort Saint George Esquire that Koonugore Piddy Naick of Madras Inhabitant Stands Justly and Truly indebted unto Your Orator in the full and Just Sum of Thirteen Thousand two Hundred and Eighty four Pagodas forty fanams and Twenty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain After the Rate of Eight Shillings for every Pagoda the Sum of Five Thousand three Hundred and thirteen Pounds Twelve Shillings and Upwards being the Ballance of an Account Current Stated and Setled between your Orator and the said Koonugore Piddy Naick under date the thirtieth of June in the present Year One Thousand Seven Hundred and Eighty One and which is hereunto Annexed for the Inspection of this Hon^ble Court and which Your Orator prays may be taken as part and parcell of this your Orator's Bill of Complaint which said Sum of Thirteen Thousand Two Hundred and Eighty four Pagodas forty fanams and Twenty Seven Cash the said Koonugore Piddy Naick Undertook and promised to pay unto Your Orator whenever he Should be thereunto Required And Whereas Your Orator hath frequently and in an amicable Manner demanded payment of the said Koonugore Piddy Naick —

But now so it is and May it Please this Hon^ble Court the said Koonugore Piddy Naick Obstinately and Wilfully Refuses to pay the same same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Hon^ble Court Shall Appear agreeable to equity and good Conscience To the End therefore that the said Koonugore Piddy Naick may upon his Corporal Oath full true direct and perfect

perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Thirteen Thousand Two Hundred and Eighty four Pagodas forty fanams and Twenty Seven Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Hon^ble Court to Cause the said Koonugore Piddy Naick to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Hon^ble Court at a Certain time and Place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Hon^ble Court Shall Seem Meet

Cha^s Bromley
Atty Compl^t

Dr. Koonugore Peddy Naick in Account Current with Francis Jourdan Cr.

1777 June	30th	To Balance of Last Account		9468.	24.	6.
July	15th	To Cash paid you		33.	"	"
		To Cash paid Chelice Man		141.	"	"
				9642.	24.	6.
		To Interest to 30 June 1778 @ 12 p Ct.				
		on 9468. ... 12 ms.	1136. 6. 60.			
		174 ... 11. 15.	20. .. 33.	1156.	7.	13.
		Pagodas		10798.	36.	19.
1778 June	30	To Ballance		9798.	36.	19.
		To Interest to 30 June 1779.				
		on 9798. ... 12 ms.		1175.	31.	73.
		Pagodas		10974.	26.	12.
1779 June	30th	To Ballance		10844.	41.	12.
		To Interest to 30th June 1780.				
		on 10844. ... 12 ms.		1301.	21.	67.
		Pagodas		12146.	21.	79.
1780 June	30	To Ballance		12008.	41.	79.
		To Interest to 30th June 1781.				
		on 12008. ... 12 ms.		1440.	40.	28.
		Pagodas		13449.	40.	27.

1778 June	30th	By Ground bought	1000.	"	"
		By Ballance	9798.	36.	19.
		Pagodas	10798.	36.	19.
1779 April	30th	By Cash Received from Mana Permal and Moodukistnah Choultry Conicoply	127.	3.	30.
		By Interest to 30. June 1779			
		on 127. ... 2 ms.	2.	23.	50.
			129.	27.	"
		By Ballance	10844.	41.	12.
		Pagodas	10974.	26.	12.
1779 Augt.	31st	By Cash Received from Manna Permal and Moodukistnah	125.	–	–
		By Interest to 30. June 1780.			
		on 125. ... 10 ms.	12.	21.	–
			137.	21.	"
		By Ballance	12008.	41.	79.
		Pagodas	12146.	20.	79.
1780 Augt.	31st	By Cash Received of Sitaramayah	150.	–	"
		By Interest to 30. June 1781			
		on 150. ... 10. ms.	15.	"	"
			165.	"	"
		By Ballance due	13284.	40.	27.
		Pagodas	13449.	40.	27.

The Account Current to which the
within Bill of Complaint refers

Chas. Bromley
Atty. Complts.

Fort St. George 30th June 1781.
Errors Excepted pr Francis Jourdan

Mayor's Court at Madraspatnam } { Thursday the 20th day of December Anno Domini 1781.

Present

James Call Senior Alderman
Edward John Hollond Edward Garrow
William Webb — Robert Hughes
Robert Duncan Munro and Henry Mitchell
Aldermen

Between Francis Jourdan of Fort Saint George Esquire Complainant and Roonegore Piddy Naick of Madras Inhabitant Defendant

The Defendant by his Attorney Mr. Edward Ellis being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirteen Thousand two Hundred and Eighty four Pagodas forty fanams and Twenty Seven Cash (Pags. 13284„ 40„ 27„) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

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Filed 18th Decr 1781

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Francis Jourdan of Fort Saint George Esquire that Whereas Your Orator did on the thirteenth day of June in the Year of our Lord One thousand Seven Hundred and Seventy Eight Enter into one Agreement to and with Roonugore Piddy Naick of Madras and Owner of certain Peice or Parcell of Ground lying and being in Coroocapittah in Madraspatnam and Adjoining to the West of a peice of Garden Ground now in possession of Your Orator for the Absolute Purchase of such said Peice of Ground and all his Interest therein whereby as Your Orator Sheweth the said Roonugore Piddy Naick did Consent and Agree and Accordingly did Agree to Bargain and Sell unto Your Orator the aforementioned Peice or Parcell of Ground so as aforementioned Situated according to the Dimensions as layed down and delineated in the annexed Plan hereto annexed for the inspection of this Hon'ble Court and which Your Orator humbly prays a Reference, to Your Orator further Sheweth that in Consideration of such Agreement Your Orator did on the Day and date hereinbefore mentioned Advance and pay unto the said Roonugore Piddy Naick the Sum of One Thousand Pagodas being the Price Agreed upon by and between Your Orator and the said Roonugore Piddy Naick as the full Consideration for such Purchase Your Orator further Sheweth that he did Advance this said Sum of One thousand Pagodas upon the full Assurance and Promise of the said Roonugore Piddy Naick making and giving unto Your Orator a Bill of Sale of the Premises which Your Orator Sheweth he well hoped and trusted in would have been made out and Executed by the said Roonugore Piddy Naick unto Your Orator According to the mode prescribed and Used in the Coultry Court or by some other formal and legal Deed of Conveyance to Your Orator made given and granted Your Orator further Sheweth that he has frequently and on an amicable manner Applied to the said Koonugore Peddy Naick and requested him to make out and Execute a Bill of Sale and deliver the same over to Your Orator, And which Your Orator did not in the least doubt but the said Koonugore Peddy Naick would have done —

But now so it is and may it Please this Honble Court the said Koonugore Peddy Naick Obstinately and wilfully Refuses to make and Execute such Bill of Sale or other Writing or Instrument to Your Orator or to permit Your Orator to Enter and take Possession of the said Peice or Parcell of Ground pursuant to the true intent and meaning of the Agreement so entered into by and between your Orator and the said Koonugore Peddy Naick To the End therefore that the said Koonugore Peddy Naick may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters aforesaid and that as fully and particularly as if the same were here again Repeated and interrogated And more particularly that he may Setforth Whether he did not enter into such Agreement as herein before is mentioned or any and what Agreement And whether Your Orator hath not paid unto him the said Koonugore Peddy Naick the Sum of One thousand Pagodas on the day and Year as herein before is Sett forth in full Compensation of such aforementioned Bargain and Sale And whether Your Orator hath not by himself and others requested the said Koonugore Peddy Naick to Execute some Deed or Instrument as a Title to Your Orator. And Whether he has not refused so to do, and why and for what reason and that the said Koonugore Peddy Naick may be Compelled to Specifick Performance of the said Agreement and Execute a proper Title Deed of the

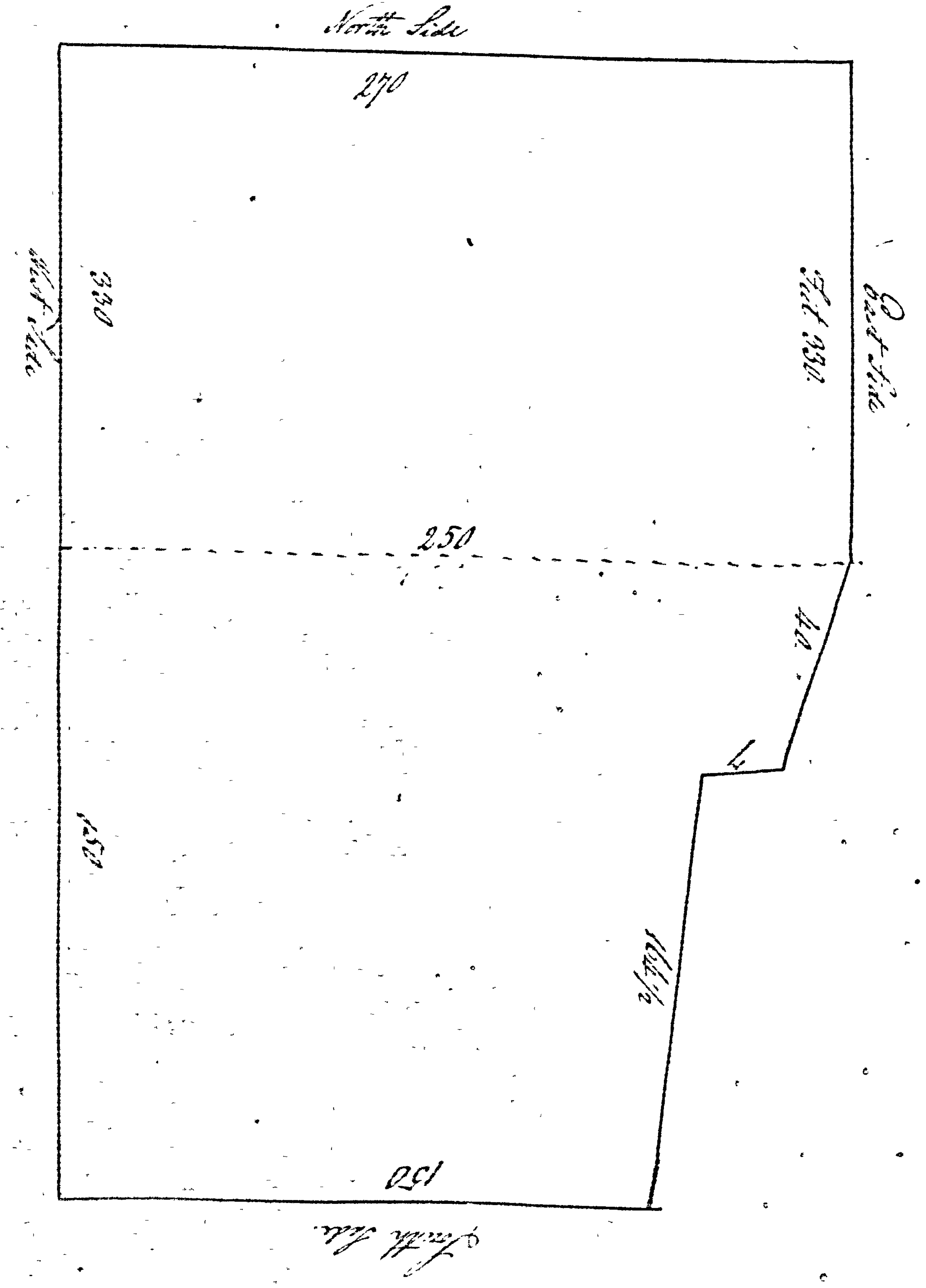
Premises

Premises unto Your Orator According to the True intent and meaning of the said Agreement And that Your Orator may have the Possession of the said Premises and that the said Koonugore Peddy Naick may be Decreed to pay unto Your Orator all Costs of this Suit and have such other and further Relief in all and Singular the Premises, as to this Honble Court shall seem Meet

May it Please this Honble Court to Cause the said Koonugore Peddy Naick to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas. Bromley
Atty. Complt.

The Plan to which the within Bill of Complaint refers—



Mayor's Court at Madraspatnam } { Thursday the 20th day of December Anno Domini 1781—

Present

James Call Senior Alderman
Edward John Hollond—Edward Garrow
William Webb— Robert Hughes
Robert Duncan Munro— and Henry Mitchell
Aldermen

Between Francis Jourdan of Fort Saint George Esquire Complainant and Roorugore Peddy Naick of Madras Inhabitant Defendant.

The Defendant by his Attorney Mr. Edward Ellis being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand Pagodas (Pags. 1000). together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

p Cur

Filed 8th Novr 1785

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Appoo Moodelliar of Madras Inhabitant by his Attorney Adolphus Smith of the same place Inhabitant that Sahoor Ramayen also of the said place Inhabitant Stands Justly and truly indebted unto Your Orator in the full and just Sum of One Hundred and fifty four Pagodas Eleven fanams and Sixty five Cash Current Money of Madras making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Sixty one Pounds fourteen Shillings Upwards being the Ballance of an Account Arising on a Obligation Entred into and granted unto Your Orator by the said Shahoor Ramayen a true Translation whereof and the said Account with an Assignment or Transfer thereof with a Power of Attorney hereunto Annexed for the inspection of this Hon'ble Court, and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint, Your Orator further Sheweth that the said Shahoor Ramayen standing indebted unto Your Orator in the Sum of One Hundred and forty five Pagodas on a certain Obligation bearing date the Twenty third of April One thousand Seven Hundred and Eighty one and made payable to Mr. Trapaud late a Practitioner Engineer in the Service of the Hon'ble English East India Company on the Coast of Coromandell and the time being Elapsed as to the Payment thereof and the said Shahoor Ramayen not being able to pay and discharge to your Orator the amount Principal and Interest due on the said Obligation Your Orator did at the Special Instance and Request of the said Shahoor Ramayen Agree to allow

him

him a further time for Payment and did at the same time consent to Accept of another Obligation in Writing made Payable at the future day to Your Orator as will more fully appear by a Reference had to the Several Copies of the Original Translates hereto annexed for the inspection of this Hon'ble Court and the Originals in Malabars Ready to be produced when Required And Whereas your Orator hath frequently and in an Amicable Manner requested payment from the said Shahoor Ramayen of the said Sum of One Hundred and fifty four Pagodas Eleven fanams and Sixty five Cash —

But now so it is and May it Please this Hon'ble Court the said Shahoor Ramayen Obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a general Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Shahoor Ramayen may upon his corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and fifty four Pagodas Eleven fanams and Sixty five Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Hon'ble Court to Cause the said Shahoor Ramayen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof

personally

To all People to whom these Presents shall come Greeting Whereas Shekoor Ramayen of Madras Inhabitant on the Ballance of an Account bearing date the Sixth instant Stands indebted unto Appoo Moodelliar of the same Place Inhabitant in the full Sum of One Hundred and fifty four Pagodas Eleven fanams and Sixty five Cash Current Money of Madras Arising on two Bonds or Obligation the one bearing date the Twenty Third of April One Thousand Seven Hundred and Eighty one and made Payable to Mr. John Inspand and the other made Payable to Appoo Moodelliar bearing date the Second October one Thousand Seven Hundred and Eighty one

Now know ye that the said Appoo Moodelliar for a Valuable Consideration to him in hand paid by Adoulphus Smith of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Appoo Moodelliar doth hereby Acknowledge he the said Appoo Moodelliy hath Assigned and Setover and by these Presents doth Assign and Setover unto the said Adoulphus Smith the said Account Current and Bonds and also the Money or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Appoo Moodelliar for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Adoulphus Smith his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and benefit of the said Adoulphus Smith his heirs Executors Administrators and Assigns to Ask Require Demand and Receive of the said Shakoor Ramayen his heirs Executors and Administrators the Money due and to become due on

the said Account Current and Bond and also on Payment thereof he the said Adoulphus Smith his heirs Executors and Administrators to Sue for and Recover the same and on Payment thereof to deliver up the said Account Current and Bonds and give sufficient Releases and discharges therefore and one or more Attorney or Attorneys under him to Constitute and whatsoever the said Adoulphus Smith or his Attorney or Attornies under him shall Lawfull do in the Premises the said Appoo Moodelliar doth hereby allow and Affirm and the said Appoo Moodelliar doth Covenant with the said Adoulphus Smith that he the said Appoo Moodelliar hath not Received nor will Receive the said Money due or to become due on the said Ballance of the said Account Current and Bonds or any part thereof neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Adoulphus Smith Saving the said Appoo Moodelliar harmless of and from any Costs that may happen to him thereby

In Witness whereof he the said Appoo Moodelliar hath hereunto Set his Hand and Seal in Madras this Sixth day of November in the Year of our Lord One Thousand Seven Hundred and Eighty One

Signed Sealed and Delivered
where no Stampt paper is to be had in
the Presence of
John Maddox
L. Burtony

(L.S.)

Mayor's Court at Madraspatnam } { Tuesday the 15th day of January Anno Domini 1782

Present

Edward Garrow Esquire Mayor
James Call – and Robert Duncan Munro

Aldermen

Between Appoo Moodelliar of Madras Inhabitant by his Attorney Adolphus Smith of the same Place Inhabitant Complainant and Sakoor Ramayen als of the same Place Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and fifty four Pagodas Eleven fanams and Sixty five Cash (Pag.s 154„ 11„ 65.) together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

Filed 19th June 1781.

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator William Harrison of Madras Merchant, that William Hornsby of the same Place Merchant stands Indebted unto Your Orator in the full and Just Sum of two Hundred and Ninety four Pagodas and Ten fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of One Hundred and Seventeen Pounds and twelve Shillings Arising on his the said William Hornsby's Bond or Obligation to Your Orator bearing date the twenty second Day of March in the Year of our Lord One Thousand Seven Hundred and Eighty One for the said Sum of two Hundred and Ninety four Pagodas and ten fanams Payable in two Months from the Date thereof with Interest at the rate of twelve P Cent P Annum Which said Bond or Obligation is in Your Orator's Custody and Ready to be produced for the Inspection of this Hon.ble Court if Required And Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in an Amicable Manner Requested Payment from the said William Hornsby of the said Sum of two Hundred and Ninety four Pagodas and ten Fanams and Interest

But now so it is May it Please this Hon.ble Court the said William Hornsby Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Hon.ble

Hon.ble Court shall Appear Agreeable to equity and Good Conscience To the End therefore that the said William Hornsby may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of two Hundred and Ninety four Pagodas and ten fanams With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said William Hornsby to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon.ble Court at a certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon.ble Court shall seem Meet

John Sykes
Atty. for the Complt.

Mayor's Court at Madraspatnam } { Tuesday the 22. day of January Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between William Harrison of Madras Merchant Complainant and William Hornsby of the same place Merchant Defendant

It Appearing by the Records of this Court that the Space of Six Months (the time Limitted by his Majesty's Charter) is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Ninety four Pagodas and ten fanams (Pag.s 294. 10. –) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

per Cur

Filed the 2. July 1781

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Carapoo Vencadash Chitty of Madras Inhabitant by his atty: João de Deos of the same place Inhabitant That Lechamy Davy Ummall Widow and next of Kin of Thouca Ramadoo Soobayah Deceased Stands Indebted unto Your Orator in the full and Just Sum of One Thousand Six hundred and Fifty two Star Pagodas Nineteen fanams and Forty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Six Hundred and Sixty Pounds Nineteen Shillings and Nine Pence or thereabouts as will more fully and at Large

Appear by the Copy of an Account Current and also by the Translation of Two Mortgage Bonds or Obligations by Copy of an Assignment hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals of which are in Your Orators Possession and ready to be Produced whenever Your Orator shall by his Honble Court be thereunto Required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Latchamy Davy Ummall of the said Sum of One Thousand Six Hundred and Fifty two Star Pagodas Nineteen fanams and forty Cash.—

But now so it is May it Please this Honble Court that the said Latchamy Davy Ummall doth Obstinately and wilfully Refuse to pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Latchamy Davy Ummall may upon her Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truely perfectly and Effectually to all Intents and purposes as if the same Where hereagain Repeated and Particularly Interrogated and that She may be Decreed to pay unto Your Orator the said Sum of One Thousand Six Hundred and Fifty two Star Pagodas Nineteen fanams and Forty Cash with all Interest that now is or shall hereafter become Due thereon and also all Costs of this Suit.

May

May it Please this Honble Court to Cause the said Latchamy Davy Ummall to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint & further to Stand to and abide by such Order and Decree therin as to this Honble Court Shall Seem Meet.

Ln Popham
atty for the Complt.

2d July 1781

This Bill was Shewn to Me
between the days of Adjournment
let a Summons issue thereon
Returnable Next Court Day

B. Roebuck
Mayor

3. July 1781. This is to Certify that the Complainant has Made Oath to the Justness of his Demand and that the Defendant has been within the Jurisdiction of this Court since the Cause of Action Arose let a Warrant of Sequestration issue -

Jas Call
Senior Alderman

Dr. Latchamy Davy Ummall Widow Next of Kin of Thouca Ramadoo Soobayah Deceased in Account Current with Carapoo Vincadash Chitty } Cr.

1760 Augt	20	To the Amount of Your Husbands Mortgage Bond which You Often Promised and Undertook to pay me since his Decease	575.	..	..	1781 June	18	By Ballance due	1652.	19.	40
		To Interest on Do. from the 20. August 1760 to the 18. June 1781 is 20 years & 10 mo. @ 9 ⅌ Cent ⅌ annum	1077.	19.	40						
		Pagodas	1652.	19.	40			Pagodas	1652.	19.	40

Fort St. George 18th June 1781.

E. E. E.

A true Copy
Popham

1756. Octr. 30th.

Translate

I Austagary Vincadatry do give this House Mortgage Bond to Thouca Ramadoo Soobayun That is to Say on my Urgent Occasion having Borrowed and Received of You the Sum of four Hundred and Sixty Pagodas and for Securing the Payment of which Sum I have Mortgaged to You my House — Situated in Yeagambaram Pagoda Street between the House of Gandavady Pole Chitty and Chenandy Chitty Chenoyah which Said Sum of Pagl. 460. — I Promise to pay the Latter End of April Next insuing together with Its Interest at the Rate of 9 ⅌ Cent ⅌ annum if in Case I should fail paying the said Sum within the Limitted time I promise to dispose and pay your Debt. Thus drawn by My own Hand Witness Gandavady Pole Chitty Chenandy Chitty Chenyah—

(Signed) Vincadatry

Witnesses
Gandavady Polyah
Chenah Chitty—

A true Copy
Popham

1760 August 20th.

Translate

I Thouca Ramadoo Soobayah do give this Mortgage Bond to Carapoo Vincatacha Chitty Son of Peria Maur Chitty— That is to Say on My Urgent Occasion having borrowed and Received of You the Sum of 575. Pagodas on the Mortgage of the House Mortgaged to me by Austagarry & Vincatatry on the 30th October 1756. as appear by his Mortgage Bond Now delivered to You Which said sum of Pagodas 575. I promise to pay on Demand with Interest at 9 ⅌ Cent ⅌ Annum— Thus Drawn by My own Hand Writing Vincadacha Chitty Ladymanjee—

(Signed)
Thouca Ramadoo Soobayah

Witnesses
Vincadacha
Ladmanjee

The Aforegoing Bonds are Said to be a True Translation as Near as can be by Soobaroyen Sworn Court Interpreter—

A true Copy
Popham

To all People to whom these Presents shall come Greeting Whereas Latchamy Davy Ummall Widow and next of Kin of Theeca Ramadoo Soobayah late of Madras Merchant Deceased by the Ballance of an Account Current bearing date the Eighteenth day of June in the Present Year of Our Lord One thousand Seven Hundred and Eighty One Arising upon a Mortgage Bond Stands Indebted unto Carapoo Vencadasha Chitty of the same place Merchant in the Sum of One thousand Six Hundred and fifty two Pagodas Nineteen fanams and forty Cash as in and by the said Account Current May appear Now Know ye that the said Carapoo Vencadasha Chitty for a Valuable Consideration to him in hand paid by Joao de Dios also of the same place Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the said Carapoo Vencatasha Chitty doth hereby Acknowledge he the said Carapoo Vencatash Chitty hath Assigned and Setover and by these Presents doth Assign and Set Over unto the said John de Dios the said Mortgage Bond and the Money or Amount Principal and Interest thereupon due and Owing and which may become due thereon and his Right and Interest of in and to the same and every part thereof and the said Carapoo Vencatasha Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Joao de Dios his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name & in the Name and Names of his Executors and Administrators but for the Sole and proper use and benefit of the said Joao de Dios his Executors Administrators and Assign to ask Require demand and Receive of the said Latchamy Davy Ummall Widow and Next of kin of Theeca Ramadoo Soobayah Deceased her heirs Executors and Administrators the Money due and to become due on the said Mortgage Bond and on non Payment thereof he the said Joao de Dios his heirs Executors and Administrators to Sue for and Recover the same and on Payment thereof to deliver up the said Mortgage Bond and Account Current and give Sufficient Releases and discharges therefore One or more Attorney or Attornies Under him to Constitute and whatsoever the said Joao de Dios or his Attorney or Attornies under him shall Lawfully do in the Premises the said Carapoo Vencadasha Chitty doth hereby allow and affirm, and the said Carapoo Vencatasha Chitty doth Covenant with the said Joao de Dios that he the said Carapoo Vencatasha Chitty hath not Received nor will Receive the said Money due or to become due on the said Mortgage Bond or on the Ballance of the said Account Current or any Part thereof Neither shall or will Release or discharge the same or any part thereof but will Own and allow of all lawfull Proceedings for the Recovery thereof he the said Joao de Dios Saving the said Carapoo Vencatash Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Carapoo Vencatasha Chitty hath hereunto Set his Hand and Seal in Madras this Eighteenth day of June in the Year of Our Lord One thousand Seven Hundred and Eighty One —

Sealed and Delivered where no Stampt Paper is to be had in the Presence of - - -

[illegible]
[illegible]

[illegible]
[illegible]

A true Copy
J. Popham

Mayor's Court at Madraspatnam } { Tuesday the 22d day of January Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Hollond and Thomas Cooper
Aldermen

Between Carapoo Vincadash Chitty of Madras Inhabitant by his attorney Joao de Deos of the same place Inhabitant Complainant and Luchamy Davy Ummall Widow and next of Kin of Thoaca Ramadoo Soobayah Deceased Defendant

It Appearing by the Records of this Court that the Space of Six Months (the time Limitted by his Majestys Charter) is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand Six Hundred and Fifty two Pagodas Nineteen fanams and Forty Cash (Pags. 1652.. 19.. 40.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

E Garrow

Filed 26th Novr 1781

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Dava Bookunjee Doss of Madras Soucar by his Attorney John Jane of Madras Merchant that Some time in the Month of December which was in the Year of our Lord One Thousand Seven Hundred and Eighty Canakappa Naick and Shakoo Meera Maracoyan of Nagore but at that time Residents and Inhabitants of Madras aforesaid, did enter into a Certain agreement with Your Orator on behalf of Mahomed Causumiah of Nagore Inhabitant containing sundry Conditions as therein specified and Contained Relating to the Rentership and Management of the Farms of Nagore and Ruvalore from the Honble President and Council of Madras aforesaid, And Your Orator sheweth that among other things it is mentioned in the said Agreement, that they the said Canakappa Naick and Shakoo Meera Marcayen did Rent the said Farms of Nagore and Ruvalore for the Sums of Fifty Six Thousand Portonovo Pagodas for the first Year and Sixty Thousand Pagodas for the five following Year in the Name of Mahomed Cause Miah, And your Orator Sheweth that at the Special Instance of the said Canakappa Naick and Shakoo Meera Marcoyen Your Orator became Security to the said Honble President and Council for the Rent of the said Farms In Consideration of which they the said Canakappa Naick and Shakoo meera Marcayen did undertake to pay unto & allow Your Orator a premium of Two per Cent for the Tips or Bills of Exchange for the said Sum of Fifty Six Thousand Pagodas, and also allow Interest thereon, at a Certain Rate therein mentioned, And Your Orator Sheweth that it was further agreed, that Your Orator was to have the Management of the Farms under his Care and Management. and Your Orator further Sheweth that it was also agreed that one quarter part of the said Farm belonged to the said Mahomed Causee Miah One quarter part to Trimene Chitty and one quarter part Chittumbara Pilla and another quarter part to Garagambuckum Narsinga Chary, And the said Agreement further Settforth that the said parties did further agree that after the produce of the Country was collected if there should be any loss and Difficiency in the Rents of the said Farms that they the said Canakappa Naick and Shakoo Meera Marcayen would procure agreements from the said partners aforesaid To Wit Mahomed Causee meah Trimana Chitty and Chittumbara pilla and from all of them except Narsinga-charry to made good the Yearly loss of their three parts And further that in Case if the said Trimana Chitty and Chittumbarapilla did not Consent to allow the loss they the said Canakappa Naick and Shakoo meera Marakayam would procure for Your Orator an Agreement from Mahomed Causee meah to make good the loss of the three quarter part of the said farm duly – the said Canakappa Naick and Shakoo Meera Marakayen did further Agree, that Your Orator should Appoint his people to be Sheroff and Head Conycoply in the said Farms, and the produce of the Country, after deducting sundry charges out of it should be Received by his Your Orators Sheroff in Consideration of which it is on Your Orators part to be performed that he Your Orator was to make good the Company's payment Regularly, That in Case the Honble Company's Agents would order the payment of the Rents at Nagore and if after some money was paid out of the Sale of the Country produce of Caddy, if the said Agents should order them the said Canahappa Naick & Shakoo Meera Markayen to pay the Ballance at Madras, That for such Sums they the said Cannakapa Naick and Shakoo

Meera

Meera Marakayam should pay a premium upon the Bills Remitted according as the proportion of the three partners except Narrsingachary's quarter part bore to the whole, the said Cannakappa Naick and Shake meera Marcoyen further covenanted, that they would within a Month from the date of the said Articles of Agreement, deposit in Your Orators hands, in Consideration of Your Orator being Security for them in the premises (except Narsinga chary's quarter part) the Sum of Nine thousand Pagodas, which Sum was to be paid back by Your Orator at the expiration of Six Years term of renting the said Farms as aforesaid that in Case of failure of payment of the said Sum at the expiration of a Month, that the said Cannakappa Naick and Shakoo meera Markayam should pay the same with Interest on demand, as will morefully and particularly appear by Copy of a Translation of the said Articles of Agreement hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this his Bill of Complaint, By which said Agreement it appears that Your Orator at the Special Instance and Request of the said Shakoo Meera Marakayan and the said Cannakappa Naick did undertake to procure for the said Mahomed Causee meah the Rentership of the farms of Nagore and Keevalore, And that Your Orator did also at the said Special Request and instance of the said Shakoo Meera Marakayan, and the said Cannakappa Naick, became Security to the Honble Company for the performance of the Conditions of Renting the said farms, that Your Orator was to be allowed a premium Upon all Bills or Tips remitted for the Rent of the said Farms that the Collecting of the said Farms was to be entirely under the Management of Your Orator and his Servants and that for the said Considerations Your Orator Sheweth he did

Consent and agree to the Several Conditions on his part to be performed as in the said Articles of agreement expreſsed, and Your Orator sheweth that in furthering the Interest of the said Shakoo Meera marakayin and Cunnakappa Naick on behalf of the said Mahomed Cauſsee Meah in procuring on their behalf the Appointment to the the Rentership of the said Farms of Nagore and Kevalore he expended Sundry Sums of Money at Madras as well as for allowance to and conveyance for his Servants to go down to Nagore, to act in the Capacity of Sheriffs and Conicoplies According to the liberty so to do, granted ceded and given in the said Articles of Agreement to Collect the produce of the said farms of Nagore and Kevalore, for all which the said Mahomed Meera Cauſsee is Responsible to and Answerable for unto Your Orator more especially as the said Mahomed Meera Cauſsee hath not nor the said Shakoo Meera Markayan nor the said Cunnakappa Naick nor either of them or his behalf, have not performed any of the Conditions on their parts and behalf covenanted to be fulfilled in the said Articles of Agreement And Your Orator sheweth that the said Cunnakappa Naick has absconded from the Jurisdiction of this Honble Court, And Shakoo meera Markayan is the Sole Resident Attorney or Gomastah with the Jurisdiction of Madras aforesaid Authorized to Appear and Answer to this Your Orator's Bill of Complaint, the said Mahomed Cauſsee miah being also Absent from the Jurisdiction aforesaid, And Your Orator Sheweth, that the Amount of his Expences upon the aforesaid Matters Relating to the Nagore and Kevalore Farms, Amount to the Sum of One thousand Eight Hundred and fifty Pagodas and Twenty four fanams Current money of Madras Making in Sterling money of Great Britain at the rate of Eight Shillings

for

for every Pagoda, the Sum of Seven Hundred and forty Pounds and Four Shillings as will more fully and at large appear by an Account Current hereunto annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this his Bill of Complaint which Your Orator hath frequently demanded of the said Shakoo Meera Marakayan as Gomostah of the said Mahomed Cauſsee Meah aforesaid

But now so it is May it please this Honble Court the said Shakoo Meera Marakayan Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief Such as to this Honble Court shall Appear agreeable to Equity and Good Conscience To the End therefore that the said Shakoo meera Marakayen may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and more especially that he may Setforth and discover whether he is not Attorney or Gomostah to the said Mahomed Cauſsee Meah, and hath or hath not Authority to act for him in that Capacity or how, and that the said Shakoo Meera Marakhayen may Setforth and discover, whether the said Sum of One Thousand Eight Hundred and fifty Pagodas and twenty four fanams is or is not justly due and owing, unto Your Orator by the said Mahomed Cauſsee Miah on the Account the Same is charged and whether the said Mahomed Cauſsee Miah hath or hath not given him any and what Instructions touching the payment and discharge thereof and further that the said Shakoo Meera Marakayen May

Settforth

Setforth and discover whether he hath or hath not Effects or money in his hands sufficient to pay and discharge the said Sum of One thousand Eight Hundred and fifty Pagodas and twenty four fanams, and if not that he may Setforth and discover what Effects or money he hath in his hands belonging to the said Mahomed Caussee Miah and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand Eight Hundred and fifty Pagodas and twenty four fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Shaiko Mura Marakayer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the district thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Hy. C. Duffay

Atty Complt.

24th: Novr. 1781.
This Bill was Shewn to me between
the Days of Adjournment Let a
Summons Issue & Returnable Next
Court Day — Jas. Call
Senior Alderman

Dr. — Mahomed Cause Miah in account Current with Dava Bookeinjee Doss — Cr.

1781. Decr.	25th	To 1 Shawll given to Ponabollam Dubash as present on your Account and by Your desire for Obtaining in your favor the Renting Cowlor Parawanah of Nagore Country by Charles Smith Esqr. then Governor of Fort Saint George	23	"	"
1781. Janry.	15th	To 1 do. do do.	21	"	"
	27th	To 1 do. given to Mootoo Veerapah as Ramoldarr of Nagore	19	"	"
	28th	To 1 do. do. to Ramahyen Writer of the said Country	25	22	
Febry.	19th	To 1 do. do. to Ponabollam Dubash	23	"	"
May	1st	To 4 Months Wages advanced the Head Writer of Nagore Named Ramayen commencing from 1st Janty to this day @ 20 Pags. ⅌ Months	80	"	"
		To 4 do. do. for Deputy Writer Named Soobayen Manarayen Shasheyen & Sunny Pillah @ 7½ Ps. each ⅌ month	120	"	"
		To 4 do. do. Appoopillah Conecoply @ 3¾ Pags. ⅌ Month	15	"	"
		To 4 do. do. for Juncass Conecoply Tombychopillah @ 3 Pags. ⅌ Month	12	"	"
		To 4 do. for Trivaloore Pagoda Conecoply Named Ayah Pillah @ 3¼ Pags. ⅌ Month	13	"	"
		To 4 do. for 8 Conecoplys attending at the Countrys under the Jurisdiction of Nagore in order to keep the Accounts of the Money Collected at the said Countrys @ 2½ & 3 Pags. ⅌ Month &c.	82	"	"
		To Mootoo Veerapah's Expence on the Road while going from Madras to Nagore	50	"	"
		To 4 Months Wages advanced for a Shroff or Coin Examiner @ 8¾ ⅌ Month	35		
		To 4 do. do. for 2 Harcars @ 2½ ⅌ Month &c.	20		
		To 4 do. do. 2 Golars @ 3 Pags. &c. ⅌ do.	24	"	
		To 4 do. do. 6 Peons 3½ Ps. 3¼ Ps. & 2¾ Ps. ⅌ Month	69	"	
		Carrd. Over Pags.	631.	22.	

By Ballance Carried over	631.	22.	"
Carrd. over Pags.	631.	22.	

Dr

Date		Pagodas	Fanams	Cash
1785	Brought over Pagodas	631	22	
	To Freight paid for a Boat for Carrying the above Mentioned Persons to Nagore	21	22	
	To Cash paid to Mootu Veerapiah for a Present to Sr Eyre Coote	5		
	To a Present to Nagore Chief	1	22	
	To a Do to Hyders Lala to prevent plundering the above Named person on their way to Nagore	27		
	To my Allowance for being Security to Charles Smith Esqr for 20000 Ps agreed by You to the said Mr Charles Smith for Granting the Renter Cowl of the said Nagore Country	1000		
	To Freight paid for bringing Mootu Veerapiah Havaldar and Narrinsingayer	18		
1785 Septr 23	To Interest on the following Sums from their Respective dates till this day @ 12 Pr Cent Pr Annum			

	Ps	Fs	ms	ds	Ps	Fs
On Pagodas	23		8	23	2	2
	21		8	15	1	34
	17		8	3	1	24
	25	22	8	2	2	3
	23		7	11	1	31
	80		9		7	8
	120		9		10	35
	15		9		1	15
	12		9		1	3
	13		9		1	7
	82		9		7	16
	50		9		4	22
	35		9		3	6
	20		9		1	35
	24		9		2	7
	69		9		6	8
	21	22	8		1	32
	5		7	20		16
	1	22	7			4
	27		7	5	1	41
	1000		3	15	35	
	18		6	5	1	5

	Pagodas	Fanams	Cash
	146		
Pagodas	1850	24	

Fort Saint George 23d Septr 1785

Errors Excepted

Cr

	Pagodas	Fanams	Cash
By Ballance	1850	24	
Pagodas	1850	24	

Dr.

		Pagodas		
1781	Brought over Pagodas	631.	22	
	To Freight paid for a Boat for Carrying the above Mentioned Persons to Nagore	21.	22	
	To Cash paid to Mootie Veerapah for a Present to St. Egore Coole	5.		
	To a Present to Nagore Chief	1.	22	
	To a Do. Hyders Lala to prevent Plundering the above Named person on their way to Nagore	27.		
	To my Allowance for being Security to Charles Smith Esqr. for 20,000 Ps. agreed by You to the said Mr. Charles Smith for Granting the Renter Cowl of the said Nagore Country	1000.		
	To Freight paid for bringing Mootie Veerapah Havaldar and Narrinsingayer	18.		
1781. Septr. 23.	To Interest on the following Sums from their Respective dates till this day @ 12 Pr Cent Pr Annum			

On Pagodas		mos			
23.		8.	22.	2.	2.
21.		8.	15.	1.	34.
17.		8.	3.	1.	24.
25.	22.	8.	2	2.	3.
23.		7.	11.	1.	31.
80.		9.		7.	8.
120.		9.		10.	35.
15.		9.		1.	15.
12.		9.		1.	3.
13.		9.		1.	7.
82.		9.		7.	16.
50.		9.		4.	22.
35.		9.		3.	6.
20.		9.		1.	35.
24.		9.		2.	7.
69.		9.		6.	8.
21.	22.	8.		1.	32.
5.		7.	20		12.
1.	22.	7.			4.
27.		7.	5.	6.	41.
1000.		8.	15.	85.	
18.		6.	5.	1.	5.
				146.	

Pagodas 1850. 24.

Fort Saint George 23 [illegible] 1781

[illegible]

Cr.

	Pagodas	
By Ballance	1850.	24.

Pagodas 1850. 24.

Translation of an Agreement Dated the 9th January 1785.

We Canacappa Naick and Shahoomeera Maracayen Gomastahs of Mahomed Cauſsee Myah of Nagore, do give this Agreement to Gungadara Bocanjee.—

That our Master Mahomed Causee Sent us in Order to Rent the Nagore and Calavalsor of the Honble Company's Jaguer either in the names of Meah, or Moottoo Veerapilla, and to Appoint You Security to the Honble Company for the Payment we accordingly Rented the same from the Honble Company at 56,000 Portonovo Pagodas for the first Year, and for the ensuing 5. Years at 60000 Portonovo Pagodas annually, and as we have give you Security for the same we do give the following Agreement to you that is to say—

Commencing from the Month of July untill the Month of June next Rented Sum is 56,000 Pagodas, for which Sum and for every Year we promise to allow you at 2. ℘ Cent premium for Teer you demanded the Interest at 18 ℘ Cent ℘ Annum but we proposed at 12. ℘ Cent ℘ annum to this difference we shall abide by the dermination of one Latchamannataub and pay You the same Annually—

The Money that shall be Collected from the Country shall be paid you, when you Receive a Sum of 500. Pagodas Compleat Interest shall be Charged to the same—For the aforesaid Farm, The said Mahomed Cauſsee miah is to have one quarter share, Your Gomastah Gooroyunba-achum Narrasingachary is to have one quarter, one Teroomane Chitty one quarter share, and Chedambarapilla another quarter the Country was Rented by the said four Shares exclusive of the Money that shall be collected from the said Country incase there should

sustain

sustain a loſs, excepting the Share of the said Narasimacharees one quarter the Remainder of three quarter share of the loſs for every Year we shall get to You different Agreements from the partners agreeable to their Proposition if the aforesaid Teroomane Chitty, and Chedambarapilla disagree to the same we promise to get an Agreement to you for three quarter share from the said Miah to make agood of the Loſs, you are to keep of Your own People to the Office of Sumprithy and Sharaffs out of the Produce of the Country exclusive of the Sibbandy charges, the Remainder shall be left by the said Sharaffs care, you should pay to the Company According to the payment incase the Company order the payment at Nagore, it is well or if they order the same to pay at Madraſs exclusive of the Money that shall be paid out of the Sale of the Paddy brought from thence to this place, as for the Residue we promise to allow you Premium between ourselves.—

Exclusive of one quarter share of Your Gomastah Narsimacharyar as for the Remainder three quarter Share we agreed to deposit the Sum 9000 Portonovo Pagodas in Your hand on or before a month as Tarane & Latter end of the Year of the Farm we shall Receive the same only Principal After the expiration of 6. Years the Partners shall get Your Security Bond and we shall Receive the aforesaid 9000. Pagodas, if we do not deposit the said 9000. Pagodas in a Month then we promise to pay you the Same on Demand with abovementioned Interest— Further we promise to supply You 2000. Pagodas worth of Paddy called Samba, and Pisaunam according to the first Price between the 4. Partners to be sold, and shall send You Neceſsary things from the Country (called aramas Poramas) if we do not get an Agreement as aforesaid or if we do not make agood for the Loſs Annually nor if we dont deposit the Money as above, as to the Managements of the Country, if we should act without Your People and if we made away one Measure of Paddy or one fanam without an order or Chit of Your Sumperty then You are impowered to keep Your People and act as You think Proper in the Management of the Country and that we shall have nothing to do with the Farm, with Regard to the Amuldarship you should keep our People and Manage the Affairs. —

Witneſses Signed
Teruconjee Dava
Nadongonnam Varoodappen

Signed
Canacapen
Shahoo Meeramarayen.

A true Translation as near as can be from the Malabar Language

Soobaroyan
Interpr.

True Copy
M. Dupuy
atty Compt.

To all People to whom these presents shall come Greeting Whereas Mahomed Cauſumeah on the Ballance of an Account Current bearing date the third day of September in the present Year of our Lord one thousand Seven Hundred and Eighty one Stands Indebted unto Dava Bookenjee Cauſee Doſs of Madras Soucar in the Sum of One Thousand Eight Hundred and fifty Pagodas and Twenty four fanams Current Money of Madras Now know ye that the said Bookenjee Cauſee Doſs for a Valuable Consideration to him in hand paid by John Jane of Madras Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof the said Bookenjee Cauſee Doſs doth hereby Acknowledge he the said Dava Bookenjee Cauſee Doſs hath aſsigned and Setover and by these Presents doth aſsign and Setover unto the said John Jane the said Account Current and the Money or Amount principal and Interest thereupon due and owing and which may become due thereupon and all

all his Right and Interest of in and to the same and every part thereof and the said Dava Bookenjee Cauſee Doſs for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said John Jane his Executors and Admors his true and Lawfull Attorney or Attorneys Irrevocable for him and in his name and in the Name and Names of his Executors and Administrators but for the Sole and Proper Use and benefit of the said John Jane his Executors Administrators and Aſsigns to ask Require Demand and Receive of the said Mahomed Cauſee miah his Heirs Executors and Admors the money due and to become due on the said Account Current and on non payment thereof he the said John Jane his Heirs Executors and Administrators to Sue for and Recover the same and on payment to deliver up the said Account Current and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under to Constitute and whatsoever the said John Jane or his Attorney or Attornies under him shall Lawfully do in the premises the said Dava Bookenjee Cauſee Doſs doth hereby allow and Affirm and the said Dava Bookenjee Cauſee Doſs doth Covenant with the said John Jane that he the said Dava Bookenjee Cauſee Doſs hath not Received nor will Receive the said Money due or to become due on the said Ballance of the said Account Current or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof he the said John Jane Saving the said Dava Bookenjee Cauſee Doſs harmleſs of and from any Costs that may happen to him thereby In Witneſs whereof the said Dava Bookenjee Cauſee Doſs hath hereunto Set his hand and Seal in Madras this twenty fourth Day of November One Thousand Seven Hundred & Eighty one

Signed Sealed and Deliver & where no Stampt paper is to be had in the Presence of
+ Mootooveerapillah
+ Seragaditeram —

(Signed) + Dava Bookenjee Cauſee Doſs —

True Copy
M. Dupuy
atty: Compt.

Mayor's Court at Madraspatnam } { Tuesday the 22.d day of January Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Dave Bookurjee Doſs of Madras Soucar by his Attorney John Jane of Madras Merchant Complainant and Canahappa Naick and Shakoo Meera Marreayan Residents and Inhabitants of Madras Defendants

It Appearing by the Records of this Court that the Usual Rules have iſsued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand Eight Hundred and fifty Pagodas and Twenty four fanams (Pag.s 1850. 24. .) together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

J Carr

Filed 16th. Novr. 1781

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Antonio Rodrigues at Present in Madras Mariner, and late Commander of the Snow Hercules, that Ivas Simon of Madras, Merchant and Owner of the said Snow, stands Indebted unto Your Orator in the full and Just Sum of One thousand three Hundred and Seven Pagodas and Thirty fanams, Current Money of Madras. making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda. the Sum of Five Hundred and Twenty three Pounds One Shilling and Nine Pence, or thereabouts as will more fully Appear by the Copies of an Award, and an Account hereunto Annexed for the Inspection of this Hon.ble Court to which Your Orator most humbly Refers and Prays that they may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in a friendly manner Requested the Payment of the said Sum of One Thousand three Hundred and Seven Pagodas and Thirty fanams.

But now so it is and may it Please this Hon.ble Court the said Ivas Simon obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Hon.ble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Ivas Simon may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the matters and things herein before set forth and Alledged as fully, truly and Effectually to all Intents and Purposes as if the same were here again Repeated and

Particularly Interrogated and that he may be Decreed to Pay unto your Orator the Aforesaid Sum of One Thousand three Hundred and Seven Pagodas and Thirty fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Ivas Simon to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Danl. Shaw
Atty for the Complt.

16th November 1781

Sworn to me in the day of Adjournment the Complainant having made Oath to the Trueness of his Demand and that he has Reason to believe that the Defendant will withdraw himself from the Jurisdiction of this Court, on hearing that a Bill is Filed against him let a Summons Returnable Immediately and a Warrant of Arrest Issue

Jas. Call
Senior Alderman.

We the under Signed Agavaly Satur and Antonio de Souza Merchants in Fort Saint George being Chosen and Appointed Arbitrators by Ivas Symon Owner of the Snow Herculous and Antonio Rodrigues Commander of the said Snow by an Instrument Signed by them to abide by our descision in respect to the Settling ultimately of their Accounts they both having each exhibited each of their Respective Accounts Papers &ca. and we having enquired of every one of them the Articles in dispute and having examined their Accounts Papers and the proofs, We have determined that the Aforesaid Ivas Simon should immediately Pay unto the aforesaid Antonio Rodriges the full Amount of Arcott Rupees Four thousand Nine Hundred and four and in full of all Demands the said Antonio Rodrigues on the Receipt of the aforesaid Sum to give a full Receipt and discharge of all demands unto the said Ivas Simon Fort St. George the 15th November 1781. having Signed two of this Tenor and date and given to each Party One

Antonio de Souza (L.S.)
(L.S.)

A true Copy
Danl. Shaw
Atty for Compt.

Mr. Ivas Simon .... Dr.

1781 Novr. 15th. To the Amount of an Award of this Date given by Messrs. Agavaly Sature and Antonio de Souza herein you are Awarded to Pay ARs. 4904. Exchange at 375. A Rs. ₽ 100. Pagodas is .... Pagodas 1307.30....

Madras 16th Novr. 1781
Errors Excepted
Anto. Roz.

a true Copy
Danl. Shaw

Mayor's Court at Madraspatnam } { Tuesday the 22d day of January Anno Domini 1782.

Present

Edward Garrow Esquire Mayor

Edward John Holland and Thomas Cooper

Aldermen.

Between Antonio Rodrigues at Present in Madras Mariner and late Commander of the Snow Hercules Complait. and Ives Simon of Madras Merchant and Owner of the said Snow Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One thousand three hundred and Seven Pagodas and thirty fanams Pags. 1307..30.. together with all such Interest as there is or shall hereafter become due thereon until full payment is made. also all Costs of this Suit.

J Carr

Filed 26th Febry 1780.

To the Honble the Mayor's Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court Your Orator Moses de Castro of Fort Saint George Merchant that Tomoor Vardapillah of Madras Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of One Hundred and fifty Six Pagodas thirty four fanams and forty Cash Current Money of Madras making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Sixty two Pounds fourteen Shillings and upwards being the Ballence of an Account arising on a Cadjan Bond or Writing Obligatory bearing date the Twentieth day of September in the Year of our Lord One Thousand Seven Hundred and Seventy five a true Translation whereof and the said Account are hereunto Annexed for the inspection of this Honble Court and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint and Whereas Your Orator hath frequently and in an amicable Manner requested payment from the said Tomoor Vardapillah of the said Sum of One Hundred and fifty Six Pagodas thirty four fanams and forty Cash.

But now so it is May it please this Honble Court the said Tomoor Vardapillah Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a general Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Tomoor Vardapillah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and effectually to

all

(54)

all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of One Hundred and fifty Six Pagodas thirty four fanams and forty Cash, Together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit—

May it please this Hon.ble Court to cause the said Tomoor Verdapillah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasspatnam and the District thereof personally to be and appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed and appointed then and there to answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon.ble Court Seem Meet—

February 1780.
this Bill was shewn to me
between the days of adjournment
Let a Summons Issue thereon
Returnable Next Court day—
Edw.d Jno. Holland

Chas. Bromley
Atty: Complt.

Madras 20th September 1775.

I Tomoor Verdahpillah Son of Comarapen Do hereby Acknowledge to have in my Urgent Occasion Borrowed and Received of Mr. Moses De Castro of Madras the Sum of One Hundred and two Star Pagodas and a half (102½) Current Money of Madras which Sum is Payable on Demand with Interest after the Rate of Twelve per Cent per Annum Thus I have given this Bond with my Consent Witnesses Pungavaroon Mariapah Moodelliar and Chauday Moodyapa Kistnapillah by their Knowledge Drawn by Streenivassa Chattiapen—

(Signed) Verdagah

Witnesses
Signed
Mariapen
Kistnen

A True Translation as near as can be taken from the Original Malabar Language by Soobarayan Court Interpreter—

Chas. Bromley

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(55)

Dr. — Tomoor Vardapillah in Account With Moses de Castro — Cr.

1775 Sept.	20th	To Cash lent on your Cadjan Bond of this date Payable on Demand @ 12 per Cent per Annum	102	28		1780 Febry.	20th	By Ballance due	156	34	40
1780 Febry.	20th	To Interest on ditto from the above date to this Day is 4 yrs: 5 ms: @ 12 per Cent per Annum	54	13	40						
		Pagodas	156	34	40			Pagodas	156	34	40

Madras 20th February 1780—
Errors Excepted
per Moses de Castro

Mayor's Court at
Madraspatnam

Tuesday the 29th day of January
Anno Domini 1782

Present

Edward Garrow Esquire Mayor
William Webb — and Henry Mitchell
Aldermen

Between Moses de Castro of Fort Saint George Merchant Complainant and Tomeer Vardapillah of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and fifty Six Pagodas and thirty four fanams Pags 156 - 34 - together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

J. L. Carr

Filed 2 Feby 1782

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Jones, one of the Attornies of this Honble Court, that Kistnadoss Virjedoss of Madraspatnam aforesaid Soucar stands well and truly indebted unto Your Orator, in the full and just Sum of One Hundred and three Pagodas and Twenty Eight fanams Current Money of Madras, Making in Sterling Money of Great Britain, at the rate of Eight Shillings for every Pagoda the Sum of Forty one Pounds and Nine Shillings or thereabouts as will more fully and at large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orator's Possession, and ready to be produced whenever Your Orator shall, by this Honble Court, be thereunto Required Your Orator further Sheweth unto this Honble Court that on the tenth day of the Month of October, which was in the Year of Our Lord One Thousand Seven Hundred and Eighty One, Your Orator delivered and lent unto the said Kistnadoss Virjedoss the Sum of One Hundred Pagodas for the Repayment of which with Interest at the rate of Twelve Pagodas by the hundred by the Year, the said Kistnadoss Virjedoss gave and granted unto Your Orator a Mortgage Bond of a Garden and piece of Ground the property of and belonging to the said Kistnadoss Virjedoss, situate and laying in Kilpauck, as will more fully and at large appear by a Copy of the said Mortgage Bond hereunto Annexed for the Inspection of this Honble Court, and prayed by Your Orator to be Admitted as part of this Your Orators Bill of Complaint. Your Orator further Sheweth unto this Honble Court, that there now Remains due to Your Orator for Principal and Interest on the said Mortgage Bond, that Sum of One Hundred and three Pagodas and Twenty Eight fanams, Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Kistnadoss Verjeedoss of the said Sum of One Hundred and three Pagodas and Twenty Eight fanams —

But now so it is May it Please this Honble Court, that the said Kistnadoss Verjeedoss doth Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Kistnadoss Verjeedoss may upon his Corporal Oath, full, true, Direct and perfect Answer Make, to all and Singular the Matters and things herein before setforth and alledged, as fully, truely and affectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the said Sum of One Hundred and three Pagodas and Twenty Eight fanams With all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Kistnadoss Verjeedoss to be Summoned and Required by the Sheriff of Fort Saint George, Town of Madraspatnam, and the District thereof personally to be and Appear before this Honble Court, at a Certain Time and place, to be by this Honble Court prefixed and Appointed then and there to answer this Your Orators Bill of Complaint, and further

bide by such Order and Decree therein as to this

to stand to and a ll Sum Meet

Honble Court Sha

Thomas Jones
Atty & Complt.

2d Febry 1782.
tween
This Bill was Shewn to me bet it a
the days of Adjournment & ble
Summons issue and returna
next Court day —
Edwd Garrow
Mayor

Dr. Kistnadoss Verjeedoss in Account Currt. with Mr. Thos. Jones Cr.

1781 Octr.	10th	To the Amount of Your Mortgage Bond of this date	100	—	By Ballance	103 28
1782 Janry	31st	To Interest on do. from 10th October 1781 to this day is 3 ms 21 ds @ 12 p Cent p Annum	3	28		
		Pagodas	103	28	Pagodas	103 28

Fort St. George
31 January 1782
E E. Thomas Jones

Know all Men by these Presents, [illegible] I Ristnadoss Virgidoss
of Madras Soucar, am held and firmly bound unto [illegible] to Thomas Jones of Madras
aforesaid Attorney at Law, in the penal Sum [illegible] of Two Hundred Pagodas
Madrass Currency, to the payment whereof and [illegible] well and truly to be made
to the said Thomas Jones, his heirs, Executors [illegible] Administrators or Assigns
I do hereby bind Myself my Heirs, Executors [illegible] and Administrators, firmly
by these Presents In Witness whereof I have [illegible] hereunto set my hand and
Seal in Madras aforesaid, this tenth day of O[illegible]ctober in the Year of Our
Lord One Thousand Seven Hundred and Eighty [illegible]ty One—

Whereas the above bound Ristnadoss Virgidoss [illegible] hath borrowed and Received
of the above named Thomas Jones, the full and just [illegible] Sum of One Hundred Pags
Madrass Currency to run at Interest at the rate of Twelve [illegible] per Cent per Annum and
payable in three Months from the date hereof [illegible] the above bound
Ristnadoss Virgidoss as a further Security for the Repayment of the said Sum
hath Mortgaged and Assigned over [illegible] by these presents doth Mortgage and
Assign over unto above named Thomas Jones Two Pieces of Ground situated and
laying in Reclpauk, one of which is [illegible] bounded on the North side by the Pool on
the South side by the [illegible] Pondall Garden, on the East side by Dany Nigum
Moodelliars Garden; and on the west side by [illegible] the arrack Sellers house, the other
bounded on the South side by the Madrass [illegible] Road on the North side by the
back Yard of Colly Minam, on the West side by [illegible] the Colliar Pagoda, and on
the East side by the back Yard of Cundapah [illegible] Moodelliar the property of and
belonging unto the above named Ristnadoss Virgidoss—

Now the Condition of this Obligation is such that if the above bound
Ristnadoss Virgidoss his heirs, Executors, Administrators, and Assigns shall
well and truly pay or cause to be paid, unto the above named Thomas
Jones his heirs Executors, Administrators and Assigns the full and just Sum
of One Hundred Pagodas, together with such Interest as shall or may
become due thereon, then this Obligation to be void and of no Effect otherwise
to Continue in full force and Virtue— (Signed)
Ristnadoss Virgidoss (L.S.)

Signed Sealed and Delivered
[illegible]
[illegible] in the presence of
[illegible]

Alexr. Cummes
Thomas [illegible]
[illegible]

Mayor's Court at Madraspatnam } { Tuesday the 5th day of February Anno Domini 1782

Present

Edward Garrow Esquire Mayor
James Call — and Edward John Holland
Aldermen

Between Thomas Jones one of the Attornies of this Hon'ble Court Complainant and Ristnadoss Virgidoss of Madraspatnam aforesaid Soucar Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and three Pagodas and Twenty Eight fanams (Pags 103..28.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

H Carr

Filed 8th Novr. 1781

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

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator James Wallis of Madras Victualler that Daniel Mackenzie of the same place Victualler Stands Indebted unto Your Orator in the full and Just Sum of One Hundred and Ninety Seven Pagodas three fanams and Twenty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventy Eight Pounds Sixteen Shillings and Six Pence or thereabouts as does more particularly and at large Appear by an Account Current hereunto Annexed for the Inspection of this Hon^ble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently and in an Amicable manner Requested payment of the said Sum of One Hundred and Ninety Seven Pagodas three fanams and Twenty Cash from the said Daniel Mackenzie —

But now so it is may it please this Hon^ble Court the said Daniel Mackenzie Obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief such as to this Hon^ble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Daniel Mackenzie may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Ninety Seven Pagodas three fanams and Twenty Cash together with all such Interest as now is or shall hereafter may become Due thereon also all Costs of this Suit —

May it Please this Hon^ble Court to Cause the said Daniel Mackenzie to be Summoned and Required by the Sheriff of Fort Saint George town of Madraspatnam and the District thereof Personally to be and Appear before this Hon^ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet —

Wm. C. Dupuy

Atty. Complt.

8th Novr. 1781

This Bill was shewn to me Between the days of Adjournment the Complainant having made Oath to the justness of his demand and that he hath Reasons to believe the Defendant will Depart from the Jurisdiction of this Court on hearing this Bill is filed against him let a Summons Returnable immediately and a Warrant of Arrest Issue —

Jas. Call

Junior Alderman

Dr. Daniel Mackenzie in Account Current with James Wallis Cr.

1781			P	F	C		P	F	C
June	4	To a Coffee Mill	1.	6.	—	By Cask of Gin	15.	—	—
		To Ditto Cups	.	37	60	By Cash Received	3.	—	—
	17	To a Quarter Cask Wine	27.	24.	—		18.	—	—
		To 1 Dozen Porter	2.	24.	—	By Balance Due	197.	3.	20.
	20	To Mens Spare Nave Hardley	5.	12.	—				
	22	To Cash Mr Turner 2 Dozen Porter	6.	—	—				
	27	To Ditto 5 Ducks	2.	—	—				
		To Ditto 1 Dozen Cherry Brandy & Ratafia	13.	—	—				
July	7	To Ditto Tumbler Glasses	2.	—	—				
		To Ditto Casters & Silver Tops	2.	18.	—				
		To Ditto Glass & China	3.	—	—				
		To Ditto a Leaguer Arrack	105.	—	—				
		To Ditto Brandy Candles & Bottles	13.	44.	60				
		To Ditto 3 Dozen from Turner	9.	—	—				
		To Ditto a Hhd Arrack	22.	—	—				
		Pagodas	215.	3.	20.	Pagodas	215.	3.	20.

Fort Saint George
1st July 1781. E.E.

James Wallis

Filed 27th Novr. 1781

The Demurrer of Daniel Mackinzie of Madras Victualler Defendant to the Bill of Complaint of James Wallis of the same place Inhabitant Complainant

The said Defendant by Protestation not Confessing or Acknowledging all or any of the Matters and things in the said Complainants Bill of Complaint to be true, in manner and form as the same are therein and thereby Setforth and alleged Saith he is advised that there is no matter or thing in the said Bill of Complaint contained Good and Sufficient in the Law, whereby to Call this Defendant in question in this Hon'ble Court for the same but that there is good Cause of Demurrer thereto- therefore doth Demurrer in Law thereunto, and for Cause of Demurrer Saith that foras much as it appears by the Complainants own Shewing in and by his said Bill of Complaint which was filed on the Eighth Day of this present month of November that the Scope and end thereof is for the Complainant to Establish a Demand against this Defendant for a Certain Sum of Money pretending to be owing and due from him this Defendant to the Complainant upon a Certain Account Copy of which is Annexed to his said Bill of Complaint Signed by him and Dated in Madras the first Day of July in this present Year One thousand Seven Hundred and Eighty one which said Bill is Exhibited against this Defendant to aggrieve harrass vex and Charge this Defendant wrongfully and illegally- for this Defendant Saith that the Complainant heretofore that is to say on the twenty Second Day of September last past Exhibited a former Bill of Complaint against this Defendant which is still depending against him before this Honble Court to Recover a certain Sum of Money also said to be due and owing upon certain Accounts Copies of which are also Annexed to the said Bill of Complaint - to which said Bill of Complaint and Accounts this Deft Craves Reference if deemed Requisite by this Honble Court - Since the filing of which said Bill of Complaint this Defendant Saith he has not had any Transactions or Dealings with the Complainant from whence any fresh Cause of Action could arise that if there is any Cause for such Bill or Ground for Action against this Defendt it Existed Before the filing his former Bill of Complaint, consequently should have been setforth and shewn in the said former Bill of Complaint and therein Charged against him which is and Must be Considered as a Demand of all Sums of Money due or owing upon Accounts from this Defendant to the said Complainant at the time of filing the said Bill of Complaint And for as much as the said Bill of Complaint so Exhibited against this Defendant contains no Equity or Just Cause of Action or Ground for Complaint against him this Defendant - And has in itself a Manifest bad and oppressive tendency by Multiplying unjust Suits and bringing this Defendant wrongfully and Litigiously before this Honble Court to Harrass injure and Distress him. Wherefore this Defendant doth Demurr in Law to the said Bill of Complaint and to all and Singular the Matters and things therein contained - and Submits to the Judgment of this Honble Court Whether he shall be Compelled to make any other Answer thereunto - and prays to be hence dismissed with his full Costs in this Cause unjustly sustained And that the Complainant may be ordered

to

to Pay such Exemplary Costs for his oppressive and litigious Proceedings as to this Honble Court shall seem Meet.

John Sykes
Edward Ellis
Attornies for the Defendant.

Filed 29th Janry 1782/

The Joinder of James Wallis of Madras Victualler to the Demurrer of Daniel Makenzie of the same place Victualler

The said Complainant Saith that Notwithstanding any thing alledged by the Defendant in his said Demurrer the said Bill of Complaint ought not to be quashed for the Many trifling and evasive pleas made use of by the Defendant in his said Demurrer, in order to Sett a Side the Claim and Demand of him this Complainant. And this Complainant said that the said Demurrer is very irregular the same being Matter of fact upon Record in this Honble Court, which if proper at all should have been made the Subject of Plea, and not of Demurrer, which is only proper in Cases where any legal defects or disability appear upon the face of the Bill itself; and not in those derived from any other Bill or Contingent Matter, And as such irregularity may make it necessary for this Honble Court /provided they may not deem it more proper to dismiss the said Demurrer for the Reason of its irregularity/ to refer to the said former Bill upon Record in this Honble Court, this Complainant also in that Case humbly prays to refer this Honble Court to the Answer pleaded thereto, and this Complainants Replication Wherefrom this Complainant doubts not, but that this Honble Court will judge the said two Suits Commenced against the Defendant to be of a different Nature and that Consistent with the Circumstances which gave Rise to the said seperate Actions, that they could not be properly joined together, and that this Complainant could not commence an Action for the full

Sum owing him by the Defendant, without prejudice to his Claim upon the former Suit —

That Complainant therefore prays that the Demurrer may be dismissed with Costs and the Defendant be ordered to Answer his Bill of Complaint.

[illegible]
Atty Compt

Ed

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th day of February Anno Domini 1782 —

Present

Edward Garrow Esquire Mayor
James Call — and Edward John Holland Esqrs
Aldermen

James Mulley
versus
Daniel Mackenzie

Bill Read
Demurrer Read
Joinder Read —

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill the Demurrer the Joinder On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon The Court are of Opinion that the Pleas made Use of by the Defendant in his Demurrer are Insufficient — This Court doth therefore think fit to Order and doth Accordingly Order that the Defendants Demurrer be thrown out with Costs and that the Defendant do put his Answer —

[illegible]

No. 448.

L.S.

Know all Men by these Presents, that I John Macpherson for and in Consideration of the Sum of Fifty Pagodas, to me in hand paid by Mr. James Henry Casamayor, (the Receipt Whereof is hereby Acknowledged) Have Bargained and Sold, and do hereby Bargain and Sell, unto the said Mr. James Henry Casamayor, a Piece of Ground Containing in length from East to West on the North side Eight Hundred and forty, and on the South side Eight Hundred and fifty feet, and in Breadth from North to South Two Hundred and Sixty feet together with a Piece of Ground, Adjoined Measuring in length from North to South at the East end Two Hundred and Sixty feet at the West end One Hundred and Ninety feet and in Breadth from East to West at the North end fifty feet, and at the South end forty feet, Which premises are Situated at Poodoopauk, Under the district of Poonnamully, Between the Gardens of the said John Macpherson and Myla Soobarroyah, To have and to hold the said Ground every part thereof, with all the Appurtenances Now belonging to the same, Unto the Above Named Mr. James Henry Casamayor or his heirs Executors Administrators and Assigns for Ever **In Witness** whereof I have hereunto Set my hand, and Seal in Fort St. George this 23d. day of January One Thousand Seven Hundred and Seventy Six —

Ex:d

Signed Sealed, and Delivered
where no Stampt Paper is to be had
In the presence of

John McPherson (L.S.)

Geo Stratton
Francis Jourdan } Justs.
Archd. Campbell Graham
J Stewart

Registered in Fort St. George
this 27th. day of January 1776 —
Chas. Mordaunt
Regr.

I James Henry Cazamayor of Fort Saint George, Mentioned in the foregoing Deed of Conveyance do hereby declare that for and in consideration of the Sum of Eight Thousand Star Pagodas to me in hand paid by Robert Barclay of Fort Saint George Esquire, and the receipt of which I hereby acknowledge have bargained and sold to him the said Robert Barclay the Premises described therein together with all Houses, Buildings and Erections made thereon, to have and to hold the same for Ever, and that I am ready and willing to execute any further Instrument which may now or hereafter be tendered to me for the purpose conveying the Premises to him the said Robert Barclay his Heirs Executors Administrators or Assigns. Witness my Hand and Seal at Fort St George this Seventh day of February In the Year of Our Lord One thousand Seven Hundred and Eighty two—

Jas. Hy. Cazamajor (L.S.)

Witnesses
John Snow
M. Goundrum
Teagapah.

Registered upon the Records of the Honble the Mayor's Court at Madraspatnam this 12th day of February 1782.

Examined and Compared with the Original Bill of Sale delivered in the Honble the Mayor's Court at Madraspatnam this 12th February 1782. — The Original delivered up by Order of Court.—

James Taylor
Regr.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your William Linwock of Madras Inhabitant that Coonogone Paddo Naick of the same place Inhabitant, stands Justly and truly Indebted unto Your Orator in the full and Just Sum of Five Hundred and Ninety three Pagodas thirty two fanams and Twenty Cash Current

Money

Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of two Hundred and thirty seven Pounds Ten shillings or thereabouts as will more fully and at large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orators Possession and Ready to be produced, whenever Your Orator shall by this Honble Court be thereunto Required Your Orator further sheweth unto this Honble Court that the said Coonogone Paddo Naick by a Certain Bond or Obligation bearing date the fourth day of September in this present Year of Our Lord One Thousand Seven Hundred and Eighty one, Bound himself his Heirs Executors Administrators and Assigns well and truly to pay or cause to be paid unto Your Orators Heirs Executors, Administrators, and Assigns the sum of Five Hundred and Seventy five Pagodas within three Months from the date thereof as will more fully and at large Appear by the Copy of a Translation of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court, which Your Orators prays may admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orator's Possession and Ready to be produced whenever Your Orator shall by this Honble Court, be thereunto Required Your Orator further sheweth unto this Honble Court that the said Coonogone Paddo Naick hath not nor hath any one for him paid or Caused to be paid unto Your Orator or unto any one for Your Orator's Use either the whole or any part of the Money due and Owing on the said Bond or Obligation though the time limitted for the payment thereof is Expired Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested the payment from the said Coonogoue of the said Sum of Five Hundred and Ninety three Pagodas thirty two fanams and Twenty Cash —

But now so it is may it please this Honble Court that Coonogoue Paddo Naick doth Obstinately and wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Coonogoue Paddo Naick may upon his Corporal Oath, full, true Direct and perfect Answer Make, to all and Singular the Matters and things herein before setforth and alledged, as fully, truly and effectually, to all Intents and purposes, as if the same were here again Repeated and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the said Sum of Five Hundred and Ninety three Pagodas thirty two Fanams and twenty Cash with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Coonogoue Paddo Naick to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed, then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Thomas Jones
Atty: for Compltt.

14th December 1781.
This Bill was shewn to me
in the days of Adjournment
let a Summons issue returnable
next Court Day —
Edwd. Jno. Holland Alderman
the Mayor & Senior Aldermen
being Absent.

Dr. Coonogoue Paddo Naick in Account Currt. with Wm. Lewcock Cr.

1781 Septr.	4th	To the Amount of your Bond or Obligation of this date	575.	..	..	By Ballance	593.	38.	20.
		To Interest on do. from 4th Septr. 1781 to the 12th Decr. 1781 is 3. Mo. & 8. ds. @ 12. p Ct. p Annum	18.	32.	20.				
		Pagodas	593.	32.	20.	Pagodas	593.	32.	20.

Fort St. George
12th December 1781.
E. E. p William Lewcock

A true Copy
Thomas Jones
Atty: for Complt.

Copy of the Translation of a Bond or Obligation Dated the 4th of September 1781 (Malabar Style 23d. of Avanee or August 1781) —

I Coonogoue Paddo Naick do give this Bond to Mr. William Lewcock that is to say —

On my Urgent occasion I have Received of you the Sum of (575) five Hundred and Twenty five Star Pagodas Current Money of Madras, which sum I promise to pay on or before the 30th of November next with such Interest as may become due thereon at the rate of 12. p Cent p annum, Witness Aregacoottee Naick and Carnanichinnads pulla by their Knowledge Drawn by Ciuile Casavah —

(Signed) Coonegoree Paddo Naick —

Witnesses Signed
Aregacoottee
Chinnado

A true Translation as near as can be from the Gentoo Language by —
Soobarayana
Interpr.

A true Copy
Thomas Jones
atty. for Compt.

Filed 15th Janry 1782/.

To the Honble the Mayor's Court at Madraspatnam

Between William Lowcock of Madraspatnam Inhabitant Complainant and Conegere Padda Naick of Madraspatnam aforesaid Defendant.

The Affidavit of William Lowcock.

This Deponent Maketh Oath and Saith that the abovenamed Defendant Stands Justly and truly Indebted unto him, this Deponent in the full and Just Sum of Five Hundred and Ninety three Pagodas thirty two fanams and twenty Cash Current Money of Madras—

Sworn to before me this
15th January 1782—
Rt. Dn. Munro
Alderman

Wm. Lowcock

Thomas Jones
Atty. for Compt.

Mayor's Court at Madraspatnam } Tuesday the 19th day of February Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Mr. James Call for Mr. Hugh Maxwell
William Webb— } Aldermen.

Between William Lowcock of Madras Inhabitant Complainant and Conegere Padda Naick of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred and Ninety three Pagodas thirty two fanams and twenty (Pags. 593.32.20) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

P Cur.

Filed 20th Novr 1781.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Showeth unto this Honble Court Your Orator Thomas Barrett of Madras Merchant that Abraham Angel of the same place Merchant Stands Indebted unto Your Orator in the full and Just Sum of Four Hundred and Seven Pagodas and Fifteen fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Sixtytwo Pounds eighteen Shillings and eight Pence or thereabouts as will more fully and at Large Appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of Four Hundred and Seven Pagodas and fifteen fanams from the said Abraham Angel—

But now so it is May it Please this Honble Court the said Abraham Angel Obstinately and wilfully Refuses to pay the same

same

none or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief such as to this Hon^ble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Abraham Angel may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before Setforth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Seven Pagodas and fifteen fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Abraham Angel to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Hon^ble Court at a Certain time and place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

21st Nov^r 1781 —
this Bill was Sworn to me Between
the Days of Adjournment Let a
Summons Issue Returnable Next
Court day —
Ja^s Call
Senior Alderman

W. H. Du Puy
Atty Compl^ts

Dr. Mr. Abraham Angel in Account Current with Mr. Thomas Barrett Cr.

1781 July	5th	To the Amount of Your Bond	400	..	..	By a Piece of Silk	10	"	"
		To Interest from the Above Date to this is 4 Months at 12 p Cent p annum	16	..	..	By 7½ lb. of Cheese	2	28	40
						By 2. Fains	1	"	"
						By 1. Ham W^t 12¼ lb.	5	10	40
							18	39	..
		To Ballance as p Last Account	8	12	..	By Ballance Due	407	15	..
		To 2. Pair Gloves	2	..	..				
		Pagodas	426	12	..	Pagodas	426	12	..

Fort St. George
15th November 1781.
E. E. p Thomas Barrett

a true Copy
W. H. Du Puy
Atty Compl^ts

Filed 14th December 1781.

In the Hon^ble the Mayor's Court at Madraspatnam

Between Thomas Barrett of Madras Merchant Complainant and Abraham Angel of the same place Merchant Defendant

The Above Named Thomas Barrett Maketh Oath and Saith that the Above Named Abraham Angel Stands Justly and truely Indebted unto him in the Sum of Four Hundred and Seven Pagodas and Fifteen fanams Being the Ballance of an Account Current Bearing Date the fifth Day of November in the Year of Our Lord One Thousand Seven Hundred and Eighty One —

Sworn before me this
12th December 1781 — Ja^s Call
Senior Alderman

Mayor's Court at Madraspatnam

Tuesday the 19th day of February Anno Domini 1782.

Present

Edward Garrow Esquire Mayor
Mr. James Call for Mr. Hugh Maxwell
William Webb
Aldermen

Between Thomas Barrett of Madras Merchant Complainant and Abraham Angel of the same place Merchant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Seven Pagodas and fifteen Fanams or Pags. 407 15 — together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

p Cur.

Filed 11th Febry 1782

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mooraloor Moorugapah Moodelliar of Madras Inhabitant that Tanapah of Madras Inhabitant stands Justly and truly Indebted unto Your Orator in the full and just Sum of Two Hundred and Nineteen Pagodas and Sixteen fanams Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty Seven Pounds and fifteen Shillings or thereabouts by Your Orator lent and advanced unto him the said Tanapah upon a Certain Bond or Written Acknowledgement a true Copy of which is hereunto Annexed and which is prayed by Your Orator to be taken as part of this his Bill of Complaint the Original whereof is in Your Orators possession and Ready to be produced when required by which said Bond or written Obligation Your Orator sheweth that a Certain house and piece of Land therein described was to have been Conveyed and properly Assigned over unto Your Orator which he the said Tanapah hath hitherto Neglected and refused to do. Your Orator further Sheweth unto this Honble Court that for such refusal default and Neglect of the said Tanapah Your Orator prays leave to prefer his Bill of Complaint before this Honble Court as by a Certain Covenant or Clause in the said Bond or written Acknowledgment was Consented and agreed upon by and between Your Orator and the said Tanapah. Your Orator further Sheweth that he has often in an Amicable Manner requested the said Premises to be transferred and made over unto him or that the said Tanapah would Pay unto Your Orator the said Sum of Two Hundred and Nineteen Pagodas and Sixteen fanams Current Money of Madras.

But now so it is and May it please this Honble Court the said Tanapah Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Tanapah may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and Effectualy to all Intents and purposes, as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of two Hundred and Nineteen Pagodas with all Interest that is now or shall hereafter become due thereon and all Costs of Suit.

May it Please this Honble Court to Cause the said Tanapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Edward Ellis
Attorney for the Complt.

This Bill was shewn to me in the
days of Adjournment Let a Summons
Issue returnable next Court Day

Know all Men by these Presents that I Tanapah the Son of Chinnana Moodeliar (Deceased) have this Day borrowed and Received of Woratoor Moorugapah Moodelliar of Madras, the full and Just Sum of Two Hundred and Nineteen Star Pagodas and Sixteen fanams for which I hereby Covenant and Engage to and with the said Woratoor Moorugapah that I will deliver over unto him his Heirs Executors Administrators and Assigns the Choultry Bill of Sale of a Certain Piece of Ground Containing in Length East to West forty Six feet and in Breadth from North to South thirty Six feet to have and to hold the said Ground and every part thereof with all the Appurtenances now belonging to the same, with a Dwelling house thereon Situated lying and being in Madras at Pedda Naicks Petta in Seven Well Street between the Houses of Tanapah, and Verdapah, upon Demand or whenever I shall be thereunto Required, and I hereby bind myself my Heirs Executors and Administrators or Assigns that I will truly Execute any other Bill of Sale or full of Assurance of the said Premises to the said Worator Moorugapah his Heirs Executors Administrators or Assigns which shall be Considered Deemed and taken as Necessary to Convey the said Premises and fully Vest the same into the said Woratoor Moorugapah his Heirs Executors or Administrators in Default whereof or any Part of this Covenant and Agreement, I bind myself my Heirs Executors Administrators in the the Penal Sum of four Hundred thirty Eight Pagodas and thirty two fanams to be paid to the said Woratoor Moorugapah his Heirs Executors Administrators and Assigns and in default of Payment thereof or any part thereof I hereby Consent and Agree to and with the said Woratoor Moorugapah his Heirs Executors that it shall and may be at his or their Will or his or their option to sue me my Heirs Executors or Administrators for the Payment thereof in the Honble the Mayor's Court at Madraspatnam this being by my full Consent and Explained in the presence of Subscribing Witnesses before whom I hereunto Set my Hand and Seal at Madras this Twenty first Day of January One thousand Seven Hundred and Eighty two.

(Signed) Tanapah (L.S.)

In the presence of
Nineapah
Taga Royen

a true Copy
Edward Ellis
atty: for the Complt.

Mayor's Court at Madraspatnam } Tuesday the 26th day of February Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Holland and Hugh Maxwell
Aldermen:

Between Veeratoor Moorugapah Modelliar of Madras Inhabitant Complainant and Tanapah of the same Place Inhabitant Defendant

The Defendant being in Court and acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred and Nineteen Pagodas and Sixteen fanams (Pags 219. 16.) together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

J. Caw

Filed the 24th Decr 1781

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Kistnadoss Virjedoss of Madras Merchant, that Annaverally Cawn of the same place Inhabitant, Stands Justly and truly Indebted unto Your Orator in the full and Just Sum of One thousand three Hundred and Nineteen Pagodas and twenty three fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of five Hundred and Twenty seven Pounds and Sixteen Shillings or thereabouts, as will more fully and at large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orators Possession and ready to be produced whenever Your Orator shall, by this Honble Court, be thereunto Required Your Orator further sheweth unto this Honble Court that the said Annaverally Cawn by a Certain Bond or Obligation bearing date the Nineteenth day of July in this present Year of Our Lord One thousand Seven Hundred and Eighty one, Bond himself, his Heirs Executors, Administrators and Assigns well and truly to pay or Cause to be paid unto Your Orator, Your Orator's Heirs Executors, Administrators and Assigns, the sum of One thousand Two Hundred and Fifty nine Pagodas and three fanams within three Months from the date thereof, as will more fully and at large Appear by a Copy of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orator's Possession and Ready to be produced whenever your Orator shall, by this Honble Court, be thereunto Required. Your Orator further sheweth unto this Honble Court that in the Charter granted by his late Majesty George the Second to the Honble the United Company of Merchants of England Trading to the East Indies, bearing date the sixth day of January which was in the Year of Our Lord One thousand Seven Hundred and Fifty two, it is Expressly declared and Provided, that it shall and may be Lawfully for this Honble Court to hear and determine all Civil suits, Actions or Pleas between any of the Indian Natives, that shall or may Arise or happen within the Town of Madraspatnam or within any of the Factories Subject or Subordinate to Fort Saint George provided that both Parties shall by Consent submit the same to the determination of this Honble Court Your Orator further sheweth unto this Honble Court that in the said Bond or Obligation is inserted a Clause by the Consent and Agreement of the said Annaverally Cawn which is every respect conforms to both in Letter and Spirit that part of his late Majestys Respecting Indian Natives herein before Recited, by which Your Orator is Enabled Rendered fully Competent and legally Qualified to prosecute this Your Orators Suit in this Honble Court against the said Annaverally Cawn Your Orator further sheweth unto this Honble Court that the said Annaverally Cawn hath not nor hath any one for him paid or Caused to be paid unto Your Orator or unto any one for Your Orators use, either the whole or any part of the Money due and Owing on the said Bond or Obligation, though the time limitted for the payment thereof is Expired Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Annaverally Cawn of the said Sum of One Thousand three Hundred and Nineteen Pagodas and twenty three fanams—

But now so it is may it Please this Honble

that the said Annaverally Cawn doth Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises, Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Annaverally Cawn May upon his Corporal Oath, full, true Direct, and perfect Answer Make to all and Singular the Matters and things herein before setforth and alledged, as fully truly and effectually, to all Intents and purposes, as if the same were here again Repeated, and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the said Sum of One thousand three Hundred and Nineteen Pagodas and Twenty three fanams with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Annaverally Cawn to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof, personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Thomas Jones
Atty. for Complt.

24th December 1781.
This Bill was shewn to me
between the Days of adjournment
let a Summons issue returnable
on the 15th January next.
Edwd. Garrow
Mayor

Dr. Annaverally Cawn in Account Curt. with Kistnadoſs Verjedoſs Cr.

1781 July 19.	To the Amount of your Bond or Obligation of this date	1259.3..	By Ballance	1321.23..
	To Interest on Do. from 19th July 1781 to the 13th Decr. 1781 is 4 Mo. & 24 Ds. @ 12 P Cent P annum	62.20..		
	Pagodas	1321.23..	Pagodas	1321.23..

Fort St. George
13th December 1781.
E. E. (Signed) Kistnadoſs Verjedoſs

a true Copy
Thomas Jones
Atty. for Compt.

Know all Men by these presents that I Annaverally Cawn of Madras Merchant am held and firmly bound to Kistnadoſs Verjedoſs of the same place Inhabitant in the Penal Sum of Two Thousand five Hundred and Eighteen Pagodas and Six fanams Current Money of Madras to the payment whereof well and truly to be made to the said Kistnadoſs Verjedoſs his Heirs Executors Administrators or Aſsigns I do hereby bind myself, my Heirs Executors & Administrators firmly by these presents In Witneſs whereof I have hereunto set my Hand and Seal in Madras this Nineteenth day of July in the Year of Our Lord One thousand Seven Hundred and Eighty One —

Whereas

Whereas the above bound Annaverally Cawn hath Borrowed and Received of the above Named Kistnadoſs Verjedoſs the full and Just Sum of One Thousand Two Hundred and Fifty Nine Pagodas and three fanams Current Money of Madras to run at Interest at the rate of twelve P Cent P Annum and payable in three Months from the Date hereof and whereas the above bound Annaverally Cawn for himself, his heirs Executors and Administrators hath Covenanted and agreed and by these presents Doth Covenant and agreed with the above Named Kistnadoſs Verjedoſs his Heirs Executors, Administrators or Aſsigns, that in case the above bound Annaverally Cawn his Heirs Executors and Administrators shall omit or fail to pay to the above named Kistnadoſs Verjedoſs his Heirs Executors, Administrators or Aſsigns the full and Just Sum of One Thousand two Hundred and Fifty Nine Pagodas and three fanams Current Money of Madras with such Interest as shall be Due thereon at the Expiration of three Months from the date that then and in such Case, it shall and may be Lawfull for the above Named Kistnadoſs Verjedoſs his Heirs, Executors, Administrators or Aſsigns to file a Bill of Complaint in the Honble the Mayor's Court at Madraspatnam against the above bound Annaverally Cawn his Heirs Executors and Administrators for the Recovery thereof.

Now the Condition of this Obligation is such, that if the above bound Annaverally Cawn his Heirs Executors and Admors. shall well and truly pay or Cause to be paid in three Months from the Date thereof unto the above Named Kistnadoſs Verjedoſs his Heirs Executors Administrators or Aſsigns the full and Just Sum of One Thousand Two Hundred and Fifty nine Pagodas and three fanams Current Money of Madras together with such Interest as shall or may become Due thereon, then this Obligation to be Void and of no Effect otherwise to continue in full force & Virtue —

Signed Sealed and Delivered where no Stampt paper is to be had in the presence of
Vencatachellum
Nagapahshmahagore —

a true Copy | (Signed)
Thomas Jones
Atty. for Compt.
Annaverally Cawn (L.S.)

Mayor's Court at Madraspatnam } { Tuesday the 26th day of February Anno Domini 1782

Present

Edward Garrow Esquire Mayor

Edward John Holond and Hugh Maxwell

Aldermen.

Between Rustandoss Virjedoss of Madras Merchant Complainant and Annavarally Cawn of the same place Inhabitant Defendant

It Appearing by Records of this Court that the usual Rules have Issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand three Hundred and Nineteen Pagodas and twenty three fanams Pags 1319. 23 f. together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

H. Crwe.

Filed the 29th Decr 1781

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Coja Joannes Marteroos of Madras Inhabitant That Singanah Chitty of the same place Inhabitant, Stands well and truly Indebted unto your Orator the full and Just Sum of Four Hundred and Twenty Eight Pagodas and Thirty two fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Seventy One Pounds and Ten Shillings or thereabouts, as will more fully and at large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Hon'ble Court, which Your Orator prays may be Admitted, as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orators Possession, and Ready to be produced whenever Your Orator Shall, by this Hon'ble Court, be thereunto Required. Your Orator further Sheweth unto this Hon'ble Court that in the Month of August Which was in the Year of Our Lord One thousand Seven Hundred and Sixty Seven, the said Singanah Chitty applied unto Your Orator for the Loan of the Sum of Two Hundred Pagodas and proposed as Security for the payment of the said Sum of Two Hundred Pagodas, with such Interest as Should become due thereon to Mortgage unto Your Orator a House belonging to and the property of the said Singanah Chitty, Situate and lying in Padda Naicks Pettah in Varoodamoreliapah, that, which proposal Meeting with Your Orators Approbation, Your Orator did lend and deliver unto the said Singanah Chitty the said Sum of Two Hundred Pagodas and the said Singanah Chitty did give, Grant, and Execute unto Your Orator, a Mortgage Bond of the said House, Situate and lying as aforesaid, bearing date the Twentieth day of August, which was in the Year of Our Lord One thousand Seven hundred and Sixty Seven, Conditioned for the payment of the said Sum of Two hundred Pagodas with Interest at the Rate of Eight Pagodas by the hundred by the Year and payable on the first day of January ensuing the date thereof, as will more fully and at large appear by a Copy of the said Bond or Obligation hereunto annexed for the Inspection of this Honble Court which your Orator also prays may be admitted as part of this your Orator's Bill of Complaint, the Original of which is in your Orator's possession and Ready to be produced, whenever your Orator shall by this Honble Court be thereunto Required. Your Orator further Sheweth unto this Honble Court that there now Remains due unto your Orator for Principal and Interest on the said Mortgage Bond, the Sum of Four hundred and Twenty Eight Pagodas and thirty two fanams, and the said Singanah Chitty hath not himself nor hath any One for him paid or caused to be paid unto your Orator or unto any One for your Orator Use either the whole or any part of the said Sum of Four hundred and Twenty Eight Pagodas and thirty two fanams, though the time Limited for the payment thereof hath been long since expired. Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment of the said Sum of Four hundred and Twenty Eight Pagodas and thirty two fanams from the said Singanah Chitty —

But now so it is May it Please this Honble Court that the said Singanah Chitty doth Obstinately and Wilfully Refuse to pay the same or to give your Orator any Manner of Satisfaction touching the premises, Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the

Chitty May upon his Corporal Oath full, true, Direct and perfect Answer Make to all and Singular the Matters and things, herein before Set forth and Alledged as fully, truly, perfectly and Effectually, to all Intents and purposes, as if the same were here again Repeated and particularly Interrogated, and that he may be Decreed to pay unto your Orator the said Sum of Four hundred and Twenty Eight Pagodas and thirty two fanams with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Singanah Chitty to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Thomas Jones
Atty. for Complt.

29th Decr. 1781
This Bill was Shewn to me between the days of Adjournment Let a Summons issue returnable on 15th January Next
Edwd. Garrow
Mayor

Dr. Singanah Chitty in Account Current with Cojee Johannes Martirous Cr.

1767 Augt. 20th	To the Amount of your Mortgage Bond of this Date	200 " "	By Ballance Due	428 32
	To Interest ... from 20th Augt 1767 to the 10th December 1781 is 14 years 3 Months and 20 Days @ 8 p Cent p annum	228 32		
	Pagodas	428 32	Pagodas	428 32

Above Copy
Thomas Jones
Atty: for Compt.

Fort St. George
10th December 1781 —
E. E. (Signed) Johannes Martirous

Translation of a Mortgage Bond Dated the 20th of August 1767 —
I Singanah Chitty of Gentoo Cast at Madras Execute this Mortgage Bond to Cojee Johannes Martirous of the same place Armenian, that is to Say —
On my [illegible] Ground there Mortgaged to you my House Situated at Peddu Naick Pettah in [illegible] Street, on the West and East, and on the South Side to [illegible] House and North Side to [illegible] House and together with the [illegible] Paper Bill of Sale (of the said House), and Borrowed and Received of you the Sum of Two Hundred (200) Star Pagodas Current Money of Madras, which Sum I Promise to pay on or before the [illegible] January 1768 with such Interest as may become due thereon at the Rate of 8 p Cent p annum.
Thus I [illegible] Singanah Chitty do give this Mortgage Bond by my Consent. Witness [illegible] Chitty and [illegible] Chitty to their Knowledge. Drawn by [illegible] —

(Signed)
By the Consent of [illegible] Singanah Chitty his Son [illegible] Signed

Above Translation as near as can be from the Malabar Language by [illegible]
Interpreter.

Above Copy
Thomas Jones
Atty for Compt.

Mayor's Court at Madraspatnam

Tuesday the 26th day of February Anno Domini 1782 —

Present

Edward Garrow Esquire Mayor
Edward John Holland and Hugh Maxwell
Aldermen.

Between Joannes Martirous of Madras Merchant Complainant and Singanah Chitty of the same place Inhabitant Defendant —

It Appearing by the Records of this Court that the Usual Rules have Issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of four Hundred and twenty eight Pagodas and thirty two fanams (Pags. 428. 32. —) together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit —

P Curr —

Filed 31st Decr 1781

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Hugh Vaughan Esquire Sheriff of the Town of Madraspatnam That Whereas Your Orator by Virtue of a Warrant of Execution a certain Cause depending between James Henry Casamajor by his Attorney Alexander Brodie and Annanore Vincatachella Pillah and directed to Your Orator from out of this Honble Court under date the Eleventh day of October in the Year of our Lord One thousand Seven Hundred and Eighty One, did Cause a Seizure to be made in due form, of a House and Ground the property of the said Annanore Vincatachella Pillah, Situated in Peddo Naick Pettah in Aneapatta Street Madras between the Houses of Yella Moodooram Chitty and Tombeha Pillahs Measuring in length from East to West thirty Eight feet and in breadth from North to South thirty two feet or thereabouts which said House and Ground Your Orator Sheweth were put up to Sale by Public Outcry at the Premises on the first day of November last in the present Year of One thousand Seven Hundred and Eighty One, and for which said House and Ground Vayllore Mookeramah Pillah of Madras Inhabitant offered the Sum of three Hundred and fifteen Pagodas Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Twenty Six Pounds, the said Vayellore Mookeramah Pillah having been the highest Bidder, the said House and Ground was Struck down to him without any Objection made or Representation against the mode of Sale or any fault or cause shewn on the part of the said

perfectly Satisfyed with such his purchase, as the same, Your Orator Sheweth was fairly and openly done at a time and place when and where all persons might have been present and bidding without any hindrance or Molestation on the part of Your Orator as such Outcry or Sale was made and done According to the Mode and Usage of his Office of Sheriff and that the same was agreeable to the Practice had done and continued by Your Orators Predecessors for a Number of Years back, Your Orator further Sheweth that the said Vayellore Mookeramah Pillah having been so become the Purchasor of the said House and Ground by his becoming the highest Bidder Your Orator did at his the said Vayellore Mookeramah Pillah Special instance and request make out a certain Bill of Sale of the Premises and thereby in Consideration of the said Sum of three Hundred and fifteen Pagodas which ought to have been paid to Your Orator did convey and Assign over the said House and Ground with all and every their appurtenances unto the said Vayellore Mookeramah Pillah his Heirs, Executors, Administrators, and Assigns for ever, which Bill of Sale bears date the third day of November as aforesaid and to which Your Orator did Affix his Name and Seal of Office as Sheriff and, the same was duly Registered in this Honble Court, and now remains in the Custody of Your Orator ready to be produced to the said Vayellore Mookeramah Pillah when required, a Copy of which Bill of Sale is hereto annexed for the Inspection of this Honble Court and which Your Orator prays may be taken as part and Parcell of this Your Orator's Bill of Complaint, Your Orator further Sheweth that he hath frequently and in an Amicable manner requested him the said Vayllore Mookeramah Pillah to take up the said Bill of Sale and pay unto Your Orator, the said Sum of three Hundred and fifteen Pagodas, which Your Orator did not in the least doubt but the said Vayellore Mookeramah Pillah would have done —

But now so it is and may it please this Honble Court the said Vayellore Mookeramah Pillah Obstinately and wilfully Refuses to give Your Orator any manner of Satisfaction touching the Premises and Refusing to perform his part of the Agreement, by pretending that your Orator Orator as Sheriff could not Sell and dispose of the aforementioned House and Ground on Account of some prior Claims that certain persons had on the said Appurtenances and that Supposing Your Orator had the Premises by virtue of the said Warrant of Execution and free from any other Incumbrances, yet that Your Orator Bill of Sale by way of Assignment, was very insufficient to found a Title of the said House and Ground in favor of him the said Vayellore Mookeramah Pillah, and at other time the said Vayellore Mookeramah Pillah pretends and gives out that he did not purchase the said House and Ground as for and on his own Account, but for and on Account of some other person and in whose Name the said Bill of Sale ought to be made, which Your Orator Charges is wrong because Your Orator Showeth, the said Vayellore Mookeramah Pillah did in his own Name, and for ought Your Orator knows to the Contrary might be for his or any other persons Account bid the highest Price for the said House and Ground, and was Content that the same should be set down to his Account as no other persons Name was mentioned at this the time of the said Public Outcry and therefore the said Vayellore Mookeramah Pillah was Publickly avowed the Purchaser of the said Premises To the End therefore that the said Vayellore Mookeramah Pillah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things as fully and particularly as if the same were here again repeated and particularly Interrogated, and more particularly that the said Vayellore Mookeramah Pillah may Setforth

whether he did not bid any and what Price for the aforementioned House and Ground, and whether he was or was not the highest Bidder at the time of such Public Sales, and whether Your Orator hath not tendered or cause to be tendered, the Original of the Bill of Sale a Copy of which is hereunto Annexed, as also the Original Title Deeds of the Premises to him the said Vayellore Mookeramah Pillah, and Demand Payment of the said Sum of three Hundred and fifteen Pagodas as the Amount by him bid for the said House and Ground And whether he the said Vayellore Mookeramah Pillah has not refused to pay the same or receive the said Bill of Sale and other Title Deeds, when so tendered to him as aforementioned, and that he may Setforth for what Cause Whether any and what flaw or other matter arises in any and which of the said Title Deeds or Writings and for what Cause he does not deem himself the Purchaser to all intents and purposes, and Whether such the Actings and Doings of Your Orator at the time of putting up the said Premises to Sell were not fair and Open and according to Equity and good Conscience And that the said Vallore Mookeramah Pillah may either Signifye to your Orator, how and by what manner of Conveyance, he will require or his Attorney should Advise, the said Bargained and Sold Premises, should be Granted and Conveyed to him or otherwise that he may be Decreed to take and Accept of the said Original Bill of Sale and the Title Deeds and to pay or Cause to be paid unto Your Orator the Purchase money Agreed to by the said Vayellore Mookeramah Pillah to be paid for the Purchase of the said Premises, And that Your Orator (who was always ready and willing and doth hereby Offer to perform and Execute every thing contained on his part to be done and perform) may receive such further and other Relief in the Premises as the Nature of the Case requires, and that the said Vayellore Mookeramah Pillah may Pay all Costs of this Suit —

May it Please this Hon^ble Court to Cause the said Vayellore Mookeramah Pillah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court prefixed and Appointed then and there to answer these your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet.

31st December 1781.
this Bill was shewn to me
between the days of Adjournment
Let a Summons issue thereon
returnable Next Court Day
Edw^d Garrow
Mayor

Cha^s Bromley
Atty Compl^t

Know all Men by these Presents that I Hugh Vaughan Sheriff of Fort Saint George Town of Madraspatnam and the District thereof

L.S.

Having by Virtue of a Warrant of Execution to me Directed from the Hon^ble the Mayors Court Dated the Eleventh Day of October One Thousand Seven Hundred and Eighty One made Seizure in due form of a House and Ground late the Property of Ramanore Vencatachellah Pillah Situated in Peddu Naigue Pettah in Addeates Street Between the House of Yootta Mootooraman Chetty and Tambyraha Pillah's Measuring in Length from East to West Thirty Eight feet and in Breadth from North to South Thirty two feet or thereabouts and having put up the said House and Ground to Sale by Public Outcry at the Premises on the First Day of November One thousand Seven Hundred and Eighty One For which said House and Ground Vayellore Mookeramah

Pillah of Madras offered the Sum of three Hundred and fifteen Pagodas Current Money of Madras, and was the Highest Bidder I have therefore for and in Consideration of the said Sum of three Hundred and fifteen Pagodas to me in Hand paid by the said Vayellore Mookeramah Pillah the Receipt whereof I do hereby Acknowledge have Bargained and Sold and by these Presents Do Bargain and Sell unto the said Vaillore Mookeramah Pillay the said House and Ground together with all the Appurtenances thereunto belonging To Have and To Hold the same unto him the said Vayellore Mookeramah Pillah his Heirs Executors Administrators and Assigns for Ever In Witness whereof I have hereunto Set my Hand and Seal of my Office in Fort S^t George this third Day of November Anno Domini 1781.

Witness W^m James
Thomas Lidsham

(Signed) Hugh Vaughan (L.S.)
Sheriff

Registred upon the Registry of the Hon^ble the Mayor's Court at Madraspatnam in Folio 170. N^o 253. this 22^d November 1781.
(Signed) James Taylor
Reg^r

Above Copy
Cha^s Bromley
Atty Complt.

Mayor's Court at Madraspatnam

Tuesday the 26^th day of February Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Hollond and Hugh Maxwell
Aldermen.

Between Hugh Vaughan Esq^r
of Fort Saint George Sheriff Complainant
and

and Vayillore Mootkunmah Pillah of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Compltt the full and Just Sum of three hundred and fifteen Pagodas (Pags 315 —) together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit — Burr

Filed 13th January 1732/

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Clement Smeech of Madras Inhabitant that Abraham Angell of the same place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of thirty One Pagodas Seventeen fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Brittain at the Rate of Eight Shillings for every Pagoda the Sum of Twelve Pounds or thereabouts as will more full and at large Appear by Copy of an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Abraham Angell of the said Sum of thirty One Pagodas Seventeen fanams and forty Cash —

But now so it is may it Please this Honble Court

the said Abraham Angell Obstinately and will fully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreable to Equity and good Conscien To the End therefore that the said Abraham Angell May upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alleaged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the Aforesaid Sum of Thirty One Pagodas Seventeen fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Abraham Angell to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the District thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein As to this Honble Court shall Seem Meet

Jno. Sykes
Atty for Complt.

Dr. Abraham Angell in Account Current with Edward Lincock Cr.

To Liquors &c.	14	37		July	8	By Cash Received	2	
To 2 Dozn of Brandy	11				9	By ditto	1	
To 3 Kittisolls	6				18	By ditto	2	
To 5 [illegible]	7	21	40	Augst		By ditto	5	
To 2 Do	5					By 2 Silver Cups	2	
To 1 Pair of Silver Buckles	4					By Matthew Xavier	10	
To 1 Leather [illegible]	2						22	
To Money lent	1	1				Ballance due	31	17	40
To Liquors &c.	2	4						
Pagodas	53	17	40			Pagodas	53	17	40

Fort St. George 8th December 1781.

E. E. for Edwd. Lincock

True Copy
Thos. Sykes
Dy. Compt.

Mayor's Court at Madraspatnam } { Tuesday the 12th day of March Anno Domini 1782.

Present

Edward Garrow Esquire Mayor
James Call and William Webb
Aldermen

Between Edward Lincock of Madras Inhabitant Complainant and Abraham Angell of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doint this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirty one Pagodas Seventeen fanams and forty Cash (Pags. 31..17..40..) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

J Carr

Filed the 9th February 1782

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Jones one of the Attorneys of this Honble Court at Madraspatnam that Henry Dawson of Madras Aforesaid Inhabitant stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Sixty Pagodas and five fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty four Pounds and One Shillings or thereabouts, as will more fully and at Large appear by Copy of an Account Current and Note of hand, hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint the Originals of which are in Your Orators Possession and Ready to be produced whenever Your Orator shall by this Honble Court be thereunto Required Your Orator further sheweth unto this Honble Court, that he hath frequently and in an Amicable Manner Requested payment from the said Henry Dawson of the said Sum of Sixty Pagodas and five fanams.

But now so it is May it Please this Honble Court that the said Henry Dawson doth Obstinately and wilfully refuses to pay the same, or to give Your Orator any Manner of Satisfaction touching the premises, Your Orator therefore prays a General relief, such as to this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said

Henry Dawson May upon his Corporal Oath full, true Direct and perfect Answer make to all and singular the Matters and things, herein before setforth and alleged, as fully truely perfectly and effectually, to all Intents and purposes as if the same were here again Repeated and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the said Sum of Sixty Pagodas and five fanams, with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Henry Dawson to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof, personally to be and Appear before this Honble Court at a Certain time and place, to be by this Honble Court prefixed and appointed, then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Thomas Jones
Atty. & Complt.

9th February 1782.
This Bill was Shewn to me in the days of Adjournment Let a Summons issue Returnable Next Court Day
Edwd. Garrow
Mayor

Dr. Henry Dawson in Account Current with Mr. Thomas Jones Cr.

1781 Decr	17th	To the Amount of Your Note of Hand of this date…	54	5	"	By Ballance…	60. 5. ..
1782 Febry	6th	To Interest on ditto from 17th Decr 1781 to this day is 1m 20d @ 12 p Cent p annum	6	–	–		
			60.	5	"		

A true Copy
Thomas Jones
Atty. & Complt.

Fort St. George 6th Febry 1782.
E: E: Pr. Thomas Jones

Madras December 17th 1781 — Pags 59. 5. –

I Promise to pay to Mr Thomas Jones or his Order on Demand the Sum of fifty Nine Pagodas five fanams Madras Currency for Value Received by me — Henry Dawson

A true Copy.
Thomas Jones
Atty. & Complt.

Mayor's Court at Madraspatnam } Tuesday the 12th day of March Anno Domini 1782 –

Present

Edward Garrow Esquire Mayor
James Call — and William Webb
Aldermen.

Between Thomas Jones one of the Attorneys of this Honble Court at Madraspatnam Complainant and Henry Dawson of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justice of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Sixty Pagodas and five fanams (Pags 60. 5.) together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Pr Cur

Filed 17th January 1782

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court, Your Orator Sydoo Saffarally Cawn Remaining by his Attorney Dulanick Callandoo of Madras Inhabitant, that Goolamally Son of Mahomed Cauzeum, of the same place Inhabitant, stands well and truly Indebted unto Your Orator in the full and just Sum of Two Hundred Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty Pounds or thereabouts, as will more fully and at large appear by a Copy of an Account Current hereunto annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orators Possession and ready to be produced, whenever Your Orator shall, by this Honble Court, be thereunto required Your Orator further Sheweth unto this Honble Court, that in the Month of December which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Six Mahomed Cauzeum applied unto Your Orator for the Loan of the Sum of Five Hundred Rupees and proposed giving Your Orator, by way of Security for the payment of the said Sum of Five Hundred Rupees a Mortgage Bond upon five Caunies of Ground situated and lying at Condapatladah, the property of and belonging to the said Mahomed Cauzeum, which proposal of the said Mahomed Cauzeums meeting with your Orator's approbation Your

Orator did, on the Twenty ninth day of December which was in the Year of Our Lord One Thousand Seven Hundred and Seventy six, lend and deliver unto the said Mahomed Cauzeem the said Sum of Five Hundred Rupees and the said Mahomed Cauzeem, on the said Twenty Ninth day of December which was in the said Year of Our Lord One Thousand Seven Hundred and Seventy Six, did give, grant and execute unto Your Orator a Mortgage Bond, conditioned for the payment of the said Sum of Five Hundred Rupees, upon the said five Caunies of Ground situate and lying in Coondapallaul aforesaid, bearing Date the said Twenty ninth day of December, which was in the said Year of Our Lord One Thousand Seven Hundred and Seventy six, as will more fully and at large appear by a Copy of a Translation of the said Mortgage Bond hereunto annexed for the Inspection of this Hon'ble Court, which Your Orator also prays may be admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's Possession and ready to be produced, whenever Your Orator shall, by this Hon'ble Court be thereunto required. Your Orator further Sheweth unto this Hon'ble Court that on the first day of September, which was in the Year of Our Lord One Thousand Seven Hundred and Eighty one, on Account of the said Mahomed Cauzeem's not having complied with the terms of the said Mortgage Bond hereunto annexed, in putting Your Orator in Possession of the Rents, Dues, Profits, and Emoluments arising and accruing from the Produce of the said five Caunies of Ground so Mortgaged unto Your Orator, and on account of the said Mahomed Cauzeem's having Neglected to pay Your Orator the

Interest due and owing upon the said Sum of Five Hundred Rupees so lent by Your Orator to the said Mahomed Cauzeem Your Orator did insist upon being repaid the said sum of Five Hundred Rupees with such Interest as was then due thereupon, Your Orator further Sheweth unto this Hon'ble Court, that the said Mahomed Cauzeem, at the time Your Orator insisted upon being repaid the Money due and owing unto Your Orator, was extremely ill when Goolamally, Son of the said Mahomed Cauzeem, undertook and promised to be answerable for and pay unto Your Orator the Money due and owing unto Your Orator by his Father, the said Mahomed Cauzeem, and for that purpose, on the first day of September, which was in the said Year of our Lord One Thousand Seven Hundred and Eighty one, he the said Goolamally, did give grant and execute unto Your Orator acertain Written Instrument or Agreement, purporting, that he, the said Golamally, would whenever thereunto required by Your Orator, sell the said five Caunies of Ground Mortgaged unto Your Orator, and discharge the Debt due and owing unto Your Orator on Account of the said Mortgage Bond given and granted unto Your Orator by his Father, the said Mahomed Cauzeem as will more fully and at large appear by a Copy of a translation of the said Instrument or Agreement hereunto annexed for the Inspection of this Hon'ble Court which Your Orator also prays may be admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's Possession and ready to be produced whenever Your Orator shall, by this Hon'ble Court, be thereunto required

Your Orator further Sheweth unto this Honble Court that there now remains due unto Your Orator, for Principal and Interest on the said Mortgage Bond, the Sum of Two Hundred Pagodas Current Money of Madras and the said Golamally hath not nor hath any one for him, paid or caused to be paid unto Your Orator or unto any one for Your Orators use either the whole or any part of the said Sum of Two Hundred Pagodas. Your Orator further Sheweth unto this Honble Court, that on the Twenty ninth day of December which was in the Year of Our Lord One thousand Seven Hundred and Eighty one Your Orator did execute unto Your Orators said Attorney, the said Dalanith Callando an Aſsignment of the said Sum of Two Hundred Pagodas due and owing unto Your Orator for Principal and Interest on the said Mortgage Bond hereunto Annexed, And Your Orator hath made constituted, and appointed the said Dalanith Callando, his heirs Executors, Administrators and Aſsigns, to be Your Orators true and lawfull Attorney or Attornies irrevocable, for Your Orator and in Your Orator's Name and in the Name and Names of Your Orator's Heirs Executors, Administrators, and Aſsigns but for the Sole and Proper Use and Benefit of the said Dalanith Callando, his Heirs Executors, Administrators and Aſsigns, to ask, require demand and receive of the said Golamally his Heirs, Executors Administrators and Aſsigns the said Sum of two Hundred Pagodas, and on non payment thereof, him the said Golamally, his Heirs, Executors Adminrs and Aſsigns, to sue for and recover the same, and on payment

thereof, to deliver up and cancel the said Mortgage Bond and Account Current, and give sufficient Releases and Discharges thereof, Your Orator, allowing, ratifying and confirming, whatsoever the said Dalanith Callando, his Heirs, Executors, Administrators or Aſsigns shall lawful do in the Premises, as will more fully and at large appear by a Copy of the said Aſsignment hereunto annexed for the Inspection of this Honble Court, which Your Orator also prays may be admitted as part of this Your Orator's Bill of Complaint the Original of which is in Your Orators Poſseſsion and Ready to be produced whenever Your Orator shall, by this Honble Court, be thereunto required Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested the payment from the said Golamally of the said Sum of two Hundred Pagodas.—

But now so it is May it Please this Honble Court that Godamally doth obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General Relief, such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Godamally may upon his Corporal Oath, full true Direct and perfect Answer make, to all and Singular the Matters and things, herein before setforth and alledged as fully truly perfectually and effectually to all Intents and purposes, as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of two Hundred Pagodas with all Interest that now is or shall hereafter become due thereon, and also all Costs of this Suit

May it Please this Honble Court to Cause the said Goolamally to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court, at a Certain time and place to be by this Honble Court prefixed and appointed then and there to answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

1782. Jany 16
This Bill was Sworn to me
in the days of Adjournment
let a Summons Issue —
Returnable Next Court Day
Edwd. Garrow
Mayor

Thomas Jones
Atty for Compt.

Dr.	Goolamally Son of Mahomed Cauzeum in acct Curt with Saydoo Saffarally Cawn Kermany			Cr.
1776 Decr 29	To the amount of your Fathers Mortgage Bond of this day Rs. 500. the Exchange at 400 Rs. p 100 Pagodas	125	By Ballance	200
1781 Decr 27	To Interest on do. from 29 Decr 1776 to this day is 5 yrs @ 12 p Ct p annum	75		
	Pagodas	200	Pagodas	200

A true Copy
Thomas Jones

Fort St. George 27 Decr 1781.

Copy of a Translation of a Mortgage Bond Dated 29th December 1776

I Mahomed Gazeum Son of Dabeer Mahomed deally Deceased do give this Writing that is to say, I have Mortgaged unto Sydoo Saffarally Cawn Kermany 5: Caunies of Grounds of my Property Situated at Coorradapalladah upon which Mortgage I have Borrowed and Received of You the Sum of 500. Rupees Untill I do Discharge you the aforesaid Sum your to Enjoy the Produce Accrue from the said 5. Caunies of Ground thus I Voluntarily do give this Mortgage Bond.

(Signed) Mahomed Cauzeum (L.S.)

Witnesses
Mirja Nasally
&
Afsanelly

A true Copy
Thomas Jones
Atty for Compt.

Copy of a Translation of an Agreement Bond Dated 1st Septr 1781.

I Goolamally son of Mahomed Cauzeum to give this Writing to Saydoo Saffarally Cawn Kermany that is to say that My father being very ill on that Occasion I Obliged to Carry Out when ever you call me then I Ready to Attend upon you and to sell the Grounds and discharge of my fathers Debt According to his Bond thus I Voluntarily do give this agreement

(Signed)
Goolamally (L.S.)

Witnesses
Afsal Mahomed
Rama Sawmy

A true Copy
Thomas Jones
Atty for Compts.

To all People to whom these Presents shall come Greeting Whereas Goolamally Son of Mahomed Cauzeem of Madras Inhabitant in and by the Ballance of an Account Current bearing date the Twenty ninth day of December in the present Year of Our Lord One thousand Seven Hundred and Eighty one Stood Indebted unto Sydoo Saffarally Cawn Kirmany of Madraspatnam aforesaid Inhabitant in the Sum of Two Hundred Pagodas as by the said Account Current May Appear and Whereas there now Remains due to the said Sydoo Saffaraly Cawn Kirmany on the said Account Current the Sum of Two Hundred Pagodas making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty Pounds Now Know ye, that the said Sydoo Saffarally Cawn Kirmany for a Valuable Consideration to him in hand paid by Dulanick Callandoo of Madraspatnam aforesaid Inhabitant the Receipt whereof the said Sydoo Saffarally Cawn Kirmany Doth hereby Acknowledge he the said Sydoo Saffarally Cawn Kirmany hath Aſsigned and Set over and by these Presents doth aſsign and Set over unto the said Dulanick Callandoo the said Account Current And the Money there upon due and owing and all his Right and Interest of in and to the Same and the said Sydoo Saffarally Cawn Kirmany for the Consideration aforesaid hath made Constituted and Appointed and by these presents Doth make Constitute and Appoint the said Dulanick Callandoo his Heirs Executors Administrators and Aſsigns his true and Lawfull Attorney or Attornies Irrevocable for him And in his Name and in the Name and Names of his Heirs

Executors Administrators and Aſsigns but for the Sole and proper use and benefit of the said Dulanick Callanbo his Heirs Executors Administrators and Aſsigns to ask Require Demand and Receive of the said Goolamally Son of Mahomed Cauzeem his Heirs Executors Administrators and Aſsigns the Money due on the said Account Current And in non Payment thereof him the said Goolamally Son of Mahomed Cauzeem his Heirs Executors Administrators and aſsigns to sue for and Recover the same and on payment thereof to deliver up and Cancell the said Account Current and give Sufficient Release and Discharges therefore and one or more Attorney or Attornies under him to make Constitute and Appoint and whatsoever the said Dulanick Callandoo or his Attorney or Attornies shall lawfully do in the Premises the said Sydoo Saffarally Cawn Kirmany doth hereby allow and afirm and the said Sydoo Saffarally Cawn Kirmany Doth Covenant with the said Dulanick Callandoo that the said Sydoo Saffarally Cawn Kirmany hath not Received nor will Receive the said money due on the said Account Current or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the recovery thereof he the said Dulanick Callandoo Saving the said Sydoo Saffarally Cawn Kirmany harmleſs of and from any Costs that may happen to him hereby In Witneſs whereof the said Sydoo Safarally Cawn Kirmany hath hereunto Set and affixed his hand and Seal in Madraspatnam aforesaid this Twenty ninth day of December in the Year of our Lord One thousand Seven Hundred and Eighty one

The mark Sydoo Saffarally Cawn Kirmany (LS)

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the presence of
Ramasawmy
Sheshachellum

A true Copy
Thomas Jones
Atty: for Compt.

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Mayors Court at Madraspatnam } { Tuesday the 12th day of March Anno Domini 1782

Present

Edward Garrow Esquire Mayor
James Call and William Webb
Aldermen!

Between Syedoo Luffarally Cawn Kermauny by his Attorney Dulanick Cellandoo of Madras Inhabitant Complainant and Goolamally Son of Mahomed Cauzee of the same place Inhabitant Defend:t

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected to do This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defend:t shall pay unto the Complainant the full and Just Sum of Two Hundred Pagodas (Pag:s 200 —) together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

A Curr

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Filed 25th June 1781

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Henry Brooke by his Attornies Digby Brooke and Rungah Pully of Madras Inhabitants That Sawmy Chitty Heir and Executor of Gundavady Pittumboo Chitty Deceased Stand Indebted unto Your Orator in the full and Just Sum of Three Thousand three Hundred and Sixty five Star Pagodas Twenty three fanams and Sixty four Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand three Hundred and Forty Six Pounds and five Shillings or thereabouts being the Ballance of an Account Current bearing date the Eleventh day of June in the Year One Thousand Seven Hundred and Seventy Eight with Interest at the rate of Eight per Cent per Annum a Copy of which said Account Current is hereunto Annexed for the Inspection of this Hon'ble Court and prayed by Your Orator to be received as part of this Your Orator's Bill of Complaint.

And Whereas Your Orator hath frequently and in an Amicable Manner requested payment from the said Sawmy Chitty of the said Sum of Three Thousand three Hundred and Sixty five Star Pagodas Twenty three fanams and Sixty four Cash

But now so it is May it Please this Hon'ble Court the said Sawmy Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises, Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Sammy Chitty may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before Setforth and alledged as fully truly perfectly and effectually to all Intents and purposes as if the same Were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three thousand three hundred and Sixty three Pagodas Twenty three fanams and Sixty four Cash together with such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Sammy Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixt and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stands to and abide by such Order and Decree therein as to this Honble Court shall seem meet

C. B.
Popham
Atty for Complt.

Dr. Sammy Chitty Heir and Executor to Gundavaudy Pallumboo Chitty in Acct. Current with Henry Brooke Esqr. Cr.

1774 Decr.	6th	To Cash Lent Him	Pag. 4374. 31. 50.
		To Interest from 6th Decr. 1775 is 1 Year at 8 p Ct. p Annum	351. 21. 20 4746. 16. 70.
		To Do. from 6th Decr. 1775 to 6th Decr. 1776 is 1 Year at 8 p Ct. p Annum	379. 25. 55. 5126. 6. 45.
		To Do. from 6th Decr. 1776 to 6th Decr. 1777 is 1 Year at 8 p Ct. p Annum	410. 3. 27. 5536. 9. 72.
		To Do. from 6th Decr. 1777 to 11. June 1778 is 6 Ms. 5 ds. at 8 p Ct. p annum	227. 20. 55.
		Pagodas	5763. 31. 47.

1776 Septr.	11th	By Cash Received in part of him	2094. 31. 50.	
		By Interest from the 11th Septr. 1776 to the 11. Septr. 1777 is 1 Year at 8 p Cent p annum	167. 21. 19. 2262. 16. 69.	
		By Do. from the 11th Septr. 1777 to the 11. June 1778 is 9 Ms. at 8 p Cent p annum	135. 26. 74.	2398. 7. 63.
		By Ballance		3365. 23. 64.
		Pagodas		5763. 31. –

Fort St. George 11th June 1778

Errors Excepted

pr. Digby Brooke }
Rungah Bully } attorneys to Henry Brooke

True Copy
C. Popham

Filed 12th January 1791

The General Answer of Sammy Chitty Heir and Executor to Gundawaty Pettumboo Chitty Deceased Defendant to the Bill of Complaint of Henry Brooke by his Attornies Digby Brooke and Rungah Pelly of Madras in Inhabitants Complainants —

This Defendant Now and at all times hereafter saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto he this Defendant Answereth and saith that he Absolutely denies to Stand Indebted unto the said Complainant in the Sum of three thousand three Hundred and Sixty five Pagodas Twenty three fanams and Sixty four Cash as is unjustly Setforth and Stated in the said Complainants Bill of Complaint —

— All which Matters and things this Deft. is ready and willing to aver Maintain and Prove as this Hon'ble Court shall Direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained.

Geo. H. Hoissard
Atty. Deft.

[illegible]
[illegible]
[illegible]
[illegible]

[illegible] అన్యాయంబులున్ను అవ్యవహారంబులున్ను అబద్ధంబులున్ను [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

సకల వ్యవహారంబులు [illegible]
[illegible]
[illegible]
[illegible]

Filed 19th Jany 1791

The General Replication of Henry Brooke by his Attorney Digby Brooke and Rangapillah to the General Answer of Sammy Chitty Heir and Executor to Gundaweddy Pettumbo Chitty.

This Repliant Saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the Matter and things in and by his said Bill of Complaint already said he will Justly Maintain and Prove to be good Certain and Sufficient in the Law to be Answered unto in such Manner as the same therein or thereby setforth and declared and that the Answer

of

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of the said Defendant is untrue and Insufficient in the Law to be by this Repliant Replied unto for divers Manifest Imperfections and Incertainties therein contained the Benefit of Exception whereunto being now and at all times saved to this Repliant —

All which Matters and things this Repliant is Ready to aver Maintain and prove as this Honble Court shall direct and humbly Prays as in and by his said Bill he hath already Prayed —

Popham
Atty for Complt.

Filed 2d Octr 1781.

The General Rejoinder of Sanmy Chitty Heir and Executor of Gundavady Pittomboo Chitty Deceased Defendant to the General Replication of Henry Brooke by his Attornies Digby Brooke and Runga Pillah Complts

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors uncertainties untruths insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto saith he will aver maintain and prove all and Singular the matters and things Contained in this Defendants Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in such manner and form

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as the same are therein and thereby Setforth and alledged and that the said Replication is very untrue evasive and insufficient for this Defendant to make any further or other Answer thereunto Except what is hereafter inserted in his Rejoinder and this Defendant again absolutely Denies to Stand Indebted unto the said Complainant in the sum Sued for as is most unjustly setforth and in his Replication.

All which Matters and things this Defendant is ready and willing to verify maintain and prove as this Honble Court shall direct and most Humbly prays as in and by his said Answer he hath already prayed.

Wm H Dizhill
Atty Deft.

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Henry Brooke by his Attornies Digby Brooke and Rangapillah is the Complainant and Sanmy Chitty Heir and Executor of Gundavady Pittumboo Chitty Deceased is the Defendant

Witnesses
Padiga Naganah
Comarasawmy
Cannaparoo Nanchapa
Soobrayalloo

On the part and behalf of the said Complainant

To all the Witnesses } 1st. Do you Know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and which of them If yea how long have you so Known them or either and which of them Declare—

To Paddaga Naganah and Comarasawmy} 2. Were you or were you not present and did you or did you not see the late Gundavary Pettumbo Chetty in his Life time execute ſome and what Paper writing to the Complainant Named in the Title of these Interrogatories If yea Look at the Paper writing now produced and Shewn to you at this the time of Your Examination Marked with the Letter A. and purporting to be a Promisory Note or undertaking from the said late Gundavady Pettumbo Chitty to the said Complainant is or is not the Name Gundavady Pettumbo Chitty as the same is thereunto set and Subscribed of the proper hand writing of the said late Gundavady Pettumbo Chitty and are or are not the Name Paddaga Naganah and Comarasawmy set and Subscribed thereunto as Witneſses to the Execution thereof of Your hand writing respectively Declare—

To Pannaparoo Nachapah and Padaginaganah} 3. Have you or have you not been present and did you or did you not see the Defendant Named in the title of these Interrogatories execute some and what Paper writing in the Gentoo Language to the Complainant also Named in the title of these Interrogatories If yea Look at the Paper writing now produced and Shewn to you at this the time of your Examination Marked **B**. Nº 1. and purporting to be a Mortgage Bond in the Gentoo Language from the said Defendant to the said Complainant, is or is not the Name Gundavady Vincata Sawmy as thereunto set and Subscribed of the proper hand

writing of the said Gundavady Vincata Sawmy and are or are not the Names Pannaparoo Nachapah and Padaginaganah Subscribed to the said Mortgage Bond as Witneſses to the Execution thereof of Your proper hand writing and is or is not the said Gundavady Vincata Sawmy Commonly Called Sawmy Chitty and is he or is he not the ſame Person who is Named as Defendant in the above Cause—

Sobaroyaloo.. 4th Are You or are you not Sworn Interpreter in the Malabar and Gentoo Languages to the Honble the Mayor's Court If yea Look at the Two Papers Now produced Sworn to you at this the time of Your Examination Marked **B**. Nº 1. and **B**. Nº 2. Is or is not the Paper writing **B**. Nº 2. a true Translation Made by Your as Sworn Interpreter as above of the paper Writing Marked **B**. Nº 1. Declare—

To all..... 5th Do you Know of any other Matter or thing or have you heard or Can you ſetforth any thing touching or Concerning the Matters in Question in this Cause that may tend to the benefit and Advantage of the said Complainant towards or besides what you have been before Interrogated unto If yea declare the same fully and at large as if you had been thereunto particularly Interrogated thereon—

Popham
Atty: for Complt.

Borrowed and Received from Mr. Henry Brooke the Sum of Four thousand three Hundred and Ninety four Pagodas thirty one fanams and fifty Cash Current of Madras (4394. 31: 50.) Which I promise to pay back in five days after demand; with Interest at 8. P. Cent P. Annum Dated 6th. December 1773.

గండవాడి పిత్తాంబు చెట్టి వ్రాలు

Witnesses — పద్దినాగన్న సాక్షి

[illegible]

Pay the contents of the within to my Attornies Mr. Digby Brooke and Rungapillah this 28th. November 1777.

Henry Brooke

Gundavady Pittumboo Chitty his Int. Bond at 8. P. Ct. dated 6th. December 1773 — payable in 5. days after demand — Pagodas 4394. 31. 50.

In the Hon.ble the Mayor's
Court at Madraspatnam —
Henry Brooke by his attornies Digby
Brooke and Rungapilly —
vers
Savony Chitty Heir and Executor
of Gundavady Pittumboo Chitty —
Exhibit A.

Popham
atty for Compt.

This Paper Writing marked A. was Shewn to Padiga Naganah and Comiam Savony at the respective times of their Examination before me, on the Part of the Complainant In a Cause depending in the Hon.ble the Mayor's Court at Madraspatnam wherein Henry Brooke by his Attornies Digby Brooke and Rungapillah is Complainant & Savony Chitty Heir and Executor of Gundavady Pittumboo Chitty Deceased is Defendant on the 7th. Day of November Anno Domini 1781.

Richd. Dighton
Examiner

[illegible]

[illegible]
[illegible]
పద్దినాగన్న సాక్షి

In the Hon.ble the Mayor's
Court at Madraspatnam
Henry Brooke by his Attornies Digby
Brooke and Rungapillah
vers
Savony Chitty Heir & Executor of
Gundavady Pittumboo Chitty.
Exhibit **B**. No. 1.

Popham.
atty for Compt.

This Paper Writing Marked **B**. No. 1. was Shewn to Padiga Naganah & Soobrayloo at the respective times of their Examination before me on the part of the Complainant in a Cause Depending in the Hon.ble the Mayor's Court at Madraspatnam wherein Henry Brooke by his Attornies Digby Brooke and Rungapillah is Complainant and Savony Chitty Heir and Executor of Gundavady Pittumboo Chitty Deceased is Defendant on the 7. Day of November Anno Domini 1781.

Richd. Dighton
Examr.

Translation of a Mortgage Bond dated the 30th August in the year called Durmoga Samach or Gentoo Style Answering the 11th of September 1776 —

I Gundavady Vincata Sawmy, do give this my Mortgag Bond to Mr. Brooke (that is to say) —

That on or about the 10th of December in the Year 1773 — Pittam Chetty, my Eldest Brother, Received of you the Sum of 4394., Star Pagodas 31. fanams & 50. Cash, and granted to you a Bon for the said Sum, for which, One Year Interest and Pa 2094.. fs 31.. cs 50 / as part of the Principal has been paid to your Dubash this day Vincatarama Pilly and for what Remains due being 2300. Pagodas I have Mortgaged the following Premises Vizt. We and Vincatanrsoo Pillay bought a Garden called Kistnam Naicks Garden from Charaly Vincada Kistna pilly, the Choultry Bill whereof being in favor of my Father One half of which said Garden was the Property of the said Vincatanursoo Pillay, and the Other half my Own, and we also bought Certain Godown and Shops of Aung-dla Paupiah half whereof was the property of the said Vincatanarsoo Pillay the Other half mine together with the half of my Garden I have Mortgaged to you Therefore I bind myself to Pay you with Interest what Shall becom due thereon and Return the said Mortgaged Premises — Witness Padeganaugenah and Cannaparoo Naucheaputa Made by their Knowledge Drawn and Signed by Gundavady Vincata Sawmy —

Witnesses Signed
Cannaparoo Naucheapah
Padeganaugenah.

A true Translation as near as can be from the Gentoo Language —

Soobrayzyam
Interpr.

In the Hon.ble the Mayor's
Court at Madraspatnam
Henry Brooke by his Attornies
Digby Brooke and Rangapillah
vers
Sawmy Chitty Heir & Executor of
Gundavady Pettumboo Chetty
Exhibit B. No. 2.

Popham
atty. for Complt.

This Paper writing Marked B. No. 2. was Shewn to Soobrayloo at the time of his Examination before me on the Part of the Complainant in a Cause Depending in the Hon.ble the Mayor's Court at Madraspatnam wherein Henry Brooke by his Attornies Digby Brooke and Rangah Pillah is Complt. and Sawmy Chitty Heir and Executor of Gundavady Pettumboo Chitty Deceased is Defendant on the 7th Day of November Anno Domini 1781 —

Richd. Dighton
Examr.

Mayor's Court
at Madraspatnam

Between Henry Brooke by his Attornies Digby Brooke and Rangapillah Complainant and Sawmy Chitty Heir and Executors of Gundavady Pettumboo Chitty Deceased Defendant.

On the Part of the Complainant

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

Padega Naganah of Madras Shroff Aged 50. Years or thereabouts, being produced as a Witness in this Cause, on the Part of the Complainant was on the 7th Day of November 1781. Signified at the Office of Mr. Henry Dupuy who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1......... To the first Interrogatory this Deponent saith, that he doth know the Complainant Henry Brooke in this Cause and that he hath so known him Eight Years or thereabouts and he doth know the Defendant Sawmy Chitty in this Cause, and that he hath so known him from his the Defendants Infancy—and more saith not to this Interrogatory—

2......... To the Second Interrogatory this Deponent saith that he was present and did see the late Gundawady Pettumboo Chitty in his life time execute a Paper Writing purporting a Promisory Note to the Complainant named in the title of these Interrogatories and this Deponent saith on producing and shewing to him at this the time of his Examination the Paper Writing marked with the Letter A. and purporting to be a Promisory Note from the late Gundawady Pettumboo Chitty to the said Complainant that the Name Gundawady Pettumboo Chitty thereto set and Subscribed is the Proper and own hand writing of the said late Gundawady Pettumboo Chitty and that the Name Padiga Naganah set and Subscribed thereto as a Witness is this Deponents own hand Writing—and more saith not to this Interrogatory—.

3......... To the third Interrogatory this Deponent saith that he was present and that he did see the Defendant Named in these Interrogatories execute a Mortgage Bond in the Gentoo Language to the Complainant in the Title of these

these

these Interrogatories named and this Deponent saith on producing and shewing to him at this the time of his Examination the Proper Writing marked B. No. 1. and purporting to be a Mortgage Bond in the Gentoo Language from the said Defendant to the Complainant in these Interrogatories named, that the Name Gundawady Vincata Sawmy as it is there written is of the said Gundawady Vincata Sawmy's own hand Writing and so written in this Deponent presence, and the said Bond was drawn up by the said Gundawady Vincata Sawmy in this Deponents presence and the Names Cannaparoo Nanchapah and Padiga Naganah thereto Subscribed as Witnesses to the Execution thereof are respectively of their own hand writing and the Name Padiga Naganah so Subscribed as a Witness is of this Deponents own hand writing and this Deponent saith that said Gundawady Vincata Sawmy is Commonly Called Sawmy Chitty and that he is the same Person who is named as Defendant in this Cause—and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

Mayors Court at Madraspatnam— **Between** Henry Brooke by his Attornies Digby Brooke and Rangapillah Complainant and Sawmy Chitty Heir and Executor of Gundawady Pettumboo Chitty Deceased Defendt.

On the Part of the Complainant

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

Comara Sawmy of Madras Conicopy Aged 47 Years or thereabouts being produced

2. . . . . . . To the second Interrogatory this Deponent saith that he was present and did see the late Gundavady Pettumboo Chitty in his life time write a Paper writing purporting a Promisory Note and on producing and shewing to him at this the time of this Examination the Paper Writing Marked with the Letter A. and purporting to be a promisory Note or undertaking from the said late Gundavady Pettumboo Chitty to the said Complainant this Deponent saith the Name Gundavady Pettumboo Chitty thereto set and Subscribed is of the proper hand Writing of the said late Gundavady Pettumboo Chitty and the name Conaradauny set and Subscribed thereto as a Witness to the Execution thereof is of this Deponents own hand Writing - and more saith not to this or the last Interrogatory —

Richd Dighton
Examr

[illegible]

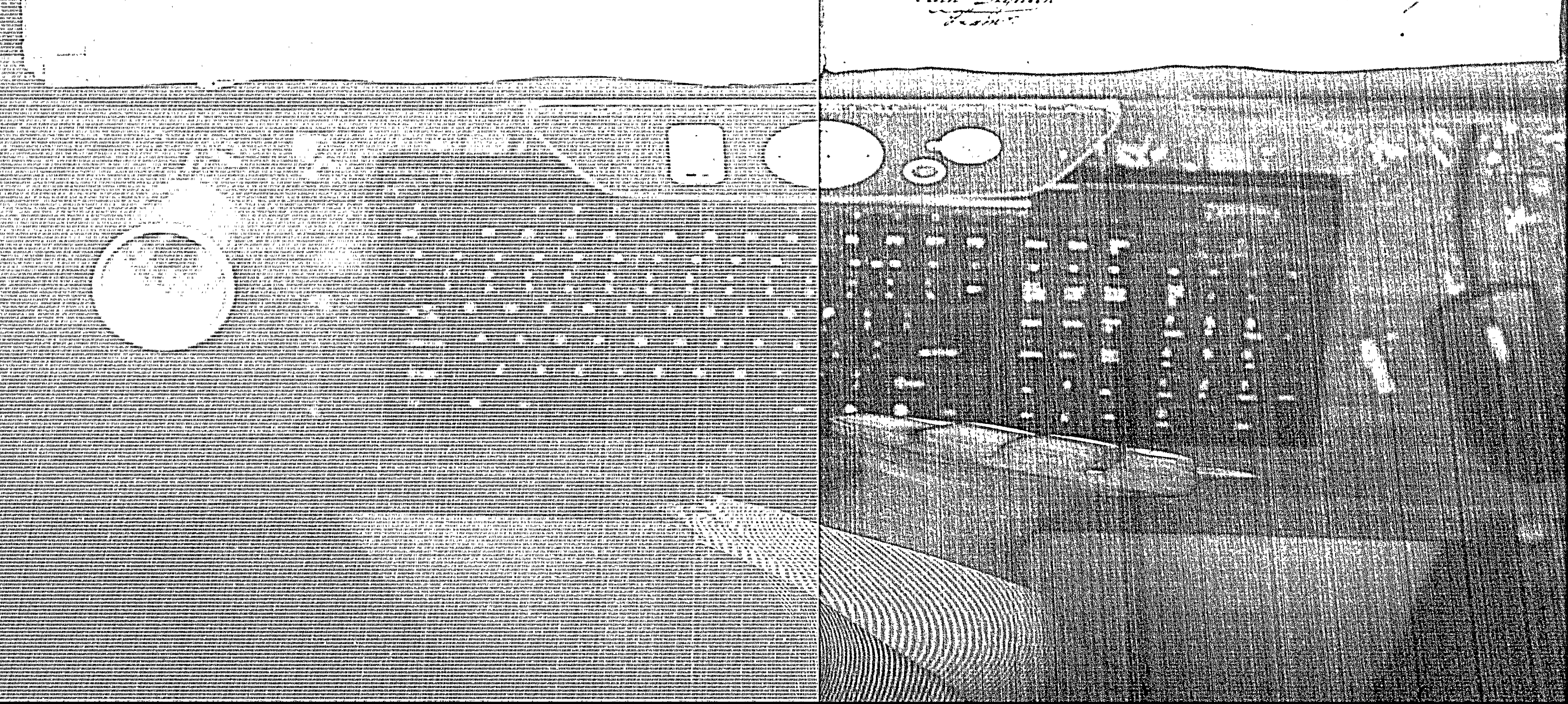
left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1. . . . . . To the first Interrogatory this Deponent saith, that he doth know the Complainant Henry Brooke in this Cause, and that he hath so known him Seven Years or thereabouts, and he doth know the Defendant Sawmy Chitty in this Cause, and that he hath so known him the same time - and more saith not to this Interrogatory —

4. . . . . . . To the fourth Interrogatory this Deponent saith that he is Sworn Interpreter to the Hon'ble the Mayor's Court and on producing and Shewing to him at this the time of his Examination the Paper Writing Marked B. N°1 & B. N°2 this Deponent saith that the Paper writing marked B. N°2 is a true Translation from the Gentoo Language of the Paper Writing Marked B. N°1 and is Translated by him as Sworn Interpreter to the Hon'ble Court and more saith not to this or the last Interrogatory —

Richd Dighton
Examr

Interpreter



Filed 12th Febry 1782

Henry Brooke by his Attorney Digby Brooke
and Rangapillah versus
Savomy Chitty Heir & Executor of Pillumboo
Chitty Deceased –

Deferred Hearing this Cause till Tuesday Next
and as the Attorney for the Defendant has Declined Acting
Ordered that the Attorney for the Complainant do Serve the
Defendant with Notice of Hearing –

Town Hall
5th Febry 1782 –

Per Curr Chas Bromley
Depy Regr

In the Honble the Mayor's
Court at Madraspatnam –

Between Henry Brooke by his Attorney
Digby Brooke and Rangapillah Compltt
and Savomy Chitty Heir and Executor of
Pillumboo Chitty Deceased Defendant

The Affidavit of Thomas Jones one of the Serjeants
of this Honble Court –

This Deponent Maketh Oath and Saith that on the Eleventh day of this Instant February he this Deponent – served the Abovenamed Defendant with the Rule of which the above is a Copy by leaving the Copy of the said Rule at the Defendants last place of abode –

Sworn &c in Court
Febry 12th 1782 –
James Taylor
Regr

Thos Jones
Court Serjeant
Stephen Popham
atty for Compltt –

Mayor's Court at
Madraspatnam

Tuesday the 12th Day of March
Anno Domini 1782 –

Present

Edward Garrow Esquire Mayor
James Call – and William Webb
Aldermen –

Between Henry Brooke by his
attornies Digby Brooke and
Rungapillah of Madras Inhabi-
-tant Complaint and Savomy –
Chitty Heir and Executor to Gundavady
Pillumboo Chitty Deceased of the
same place Inhabitant Defendant.

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Complainant (the Attorney for the Defendant having Declined Acting) on Reading the Affidavit of Thomas Jones of Service of Notice of Hearing the Complainants Bill with an Account Annexed, the Defendants General Answer, the General Replication, the General Rejoinder. the Interrogatories and Depositions on the part of Complainant – three Exhibits Marked A. B. No 1. and B. No 2. on the part of the Complainant On Hearing the Pleadings Made Use of by the Attorney for the Complainant and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of three Thousand three Hundred and Sixty five Star Pagodas Twenty three fanams and Sixty –

four

Filed 12th Febry 1782.

Henry Brooke by his Attorney Digby Brooke and Rangapillah vers
Sammy Chitty Heir & Executor of Pittumboo Chitty Deceased—

Deferred Hearing this Cause till Tuesday Next and as the Attorney for the Defendant has Declined Acting Ordered that the Attorney for the Complainant do serve the Defendant with Notice of Hearing—

Town Hall
5th Febry 1782—

A true Copy Chas. Bromley
Depy. Regr.

In the Honble the Mayor's Court at Madraspatnam—

Between Henry Brooke by his Attorney Digby Brooke and Rangapillah Compltts and Sammy Chitty Heir and Executor of Pittumboo Chitty Deceased Defendant

The Affidavit of Thomas Jones one of the Serjeants of this Honble Court—

This Deponent Maketh Oath and Saith that on the Eleventh day of this Instant February he this Deponent served the Abovenamed Defendant with the Rule of which the above is a Copy by leaving the Copy of the said Rule at the Defendants last place of abode—

Sworn to in Court
Febry 12th 1782.
James Taylor
Regr.

Thos. Jones
Court Serjeant
Stephen Popham
atty for Complt.

Mayor's Court at Madraspatnam

Tuesday the 12th Day of March Anno Domini 1782

Present

Edward Garrow Esquire Mayor
James Call and William Webb
Aldermen

Between Henry Brooke by his attornies Digby Brooke and Rungapillah of Madras Inhabitant Complaint and Sammy Chitty Heir and Executor to Gundavady Pittumboo Chitty Deceased of the same place Inhabitant Defendant.

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Complainant / the Attorney for the Defendant having Declined Acting / on Reading the Affidavit of Thomas Jones of Service of Notice of Hearing the Complainants Bill with an Account Annexed, the Defendants General Answer, the General Replication, the General Rejoinder. the Interrogatories and Depositions on the part of Complainant—three Exhibits Marked A. B. No. 1. and B. No. 2. on the part of the Complainant On Hearing the Pleadings Made Use of by the Attorney for the Complainant and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Thousand three Hundred and Sixty five Star Pagodas Twenty three fanams and Sixty four being produced as a Witneſs in this Cause on the Part of the Complainant was on the 7th Day of November 1781. Signified at the Office of Mr. Henry DuPuy who is a Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and place of Abode of the said afterwards on the Same Day being Sworn and Examined Deposith as followith—

1st .... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Henry Brooke in this Cause, and that he hath so known him Ten Years or thereabouts, and he doth know the Defendant Sanmy Chitty in this Cause, and that he hath so known him fifteen Years or thereabouts—and no more saith not to this Interrogatory—

2. .... To the Second Interrogatory this Deponent saith that he was present and did see the late Gundavady Pittumboo Chitty in his life time execute a Paper writing purporting a promisory Note and on producing and shewing to him at this the time of his Examination the Paper Writing Marked with the Letter **A**. and purporting to be a promisory Note or undertaking from the said late Gundavady Pittumboo Chitty to the said Complainant this Deponent saith the Name Gundavady Pittumboo Chitty thereto set and Subscribed is of the proper hand Writing of the said late Gundavady Pittumboo Chitty and the name Comarasamy set and Subscribed thereto as a Witneſs to the Execution thereof is of this Deponents own hand Writing—and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam — Between Henry Brooke by his
Attornies Digby Brooke and Rangapillah
Complainant and Sanmy Chitty Heir and
Executors of Gundavady Pittumboo Chitty
Deceased Defendant
On the Part of the Complainant—

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

Soobarroyaloo of Madras Interpreter Aged 24 Years or thereabouts being produced as a Witneſs in this Cause on the Part of the Complainant ~~was~~ on the 7th Day of November 1781. Signified at the Office of Mr. Henry DuPuy who is attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposith as followith—

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Henry Brooke in this Cause, and that he hath so known him Seven Years or thereabouts, and he doth know the Defendant Sanmy Chitty in this Cause, and that he hath so known him the same time—and more saith not to this Interrogatory—

4th .... To the fourth Interrogatory this Deponent saith that he is Sworn Interpreter to the Honble the Mayor's Court and on producing and Shewing to him at this the time of his Examination the Papers Writing Marked **B**. No. 1. & **B**. No. 2. this Deponent saith that the Paper writing marked **B**. No. 2. is a true Translation from the Gentoo Language of the Paper Writing Marked **B**. No. 1. and so Translated by him as Sworn Interpreter to the Honble Court—and more saith not to this or the last Interrogatory—

Soobarroyaloo

Richd. Dighton
Examr.

four Cash Pags 3365. 23. 64. f. together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

J Carr

Filed 28th June 1731.

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator John Leighton of Madraspatnam aforesaid, that George Tasnell of Fort Saint George Esqr. stands well and truely indebted unto Your Orator in the full and Just Sum of Four Hundred and Sixty Six Pagodas Current Money of Madras Making in Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Eighty Pounds and Fourteen Shillings or thereabouts as will more fully and at large appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Hon'ble Court, which Your Orator prays may be admitted as part of this Your Orator's Bill of Complaint the Original of which is in Your Orators Possession and ready to be produced whenever Your Orators shall by this Hon'ble Court be thereunto required, Your Orator further sheweth unto this Hon'ble Court that he hath frequently and in an Amicable manner requested payment from the said George Tasnell of the said Sum of Four Hundred and Sixty Six Pagodas—

But

But now so it is May it Please this Hon'ble Court that the said George Tasnell doth Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Hon'ble Court shall Appear agreeable to Equity and Good Conscience To the End therefor that the said George Tasnell May upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alleaged as fully, truely perfectly and Effectually to all Intents and Purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of four Hundred and Sixty Six Pagodas with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Hon'ble Court to Cause the said George Tasnell to be Summoned and required by the Sheriff of Fort St. George Town of Madraspatnam and the District thereof personally to be and Appear before this Hon'ble Court at a Certain time and place to be by this Hon'ble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon'ble Court shall Seem Meet

Thomas Jones
atty for Complt.

(138)

Dr. — George Taswell in Account Current with John Leighton — Cr.

To My Extra Pay and Money Lent Twenty Seven Rupees @ 42 fanams Exchange to the Pagoda	12	By Ballance due to me	466
To taking Care of Mr Taswells Liquors for One Year @ 5 Pags. pr Month	60		
To Cash promised John Leighton pr Mr Taswell being 5 PCent on 6920 Pags for 301 Casks of Beef and Pork Sold at Sundry times	346		
To taking Care, and keeping Lanthorns in repair for the space of two Years for the Honble Company and for which Mr Taswell promised to Pay at the rate of 2 Pags Pr Month	48		
Pagodas	466	Pagodas	466

Fort St George 28th June 1781.
Errors Excepted
Signed John Leighton

True Copy
Thomas Jones
Atty for Compt.

Filed 28th June 1781

(139)

To the Honble the Mayor's Court at Madraspatnam

Between John Leighton of Madraspatnam aforesaid Complainant and George Taswell of Fort St George Esquire Defendant

The Above Named John Leighton Maketh Oath and Saith that the above Named George Taswell Stands Justly and truly Indebted to him in the Sum of Four Hundred and Sixty Six Pagodas being the Ballance of an Account Current betwixt the said John Leighton and the said George Taswell and that he Believes the said George Taswell is about to Depart the Jurisdiction of this Honble Court —

John Leighton

Sworn to before me this 28th day of June 1781.
B Roebuck
Mayor

Thomas Jones
Atty for Compt.

Filed 7th Augt 1781.

The Answer of George Taswell Esquire Defendant by his Attornies William Sydenham a Captain in the Honble Company's Service and Robert Erving of Fort St George Merchant to the Bill of Complaint of John Leighton of Madraspatnam Complainant.

This Defendant by his said Attornies Captain William Sydenham and Robert Ewing of Fort Saint George Merchant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Untruths, Errors, incertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is advised doth materially concern him to make Answer unto he this Defendant by his said Attornies Answereth and saith that he doth by no means or upon any Account admit to stand indebted unto the said Complainant either in the Sum of Four Hundred and Sixty Six Pagodas 466. Current Money of Madras, as is unjustly Stated Setforth in the said Bill of Complaint, and by an Account thereunto annexed, or in any other Sum or Sums of Money whatever, either for or on Account of Wages. Money Advanced by the Complainant either on his own Account or upon the Account of any other Person or Persons whatsoever or on Account of any Transactions or Dealings of any kind or Nature, had or done with the said Complainant or any one for him - either directly or indirectly - this Defendant by his said Attornies for further Answer to the said Bill of Complaint Saith that about two years past he hired the said Complainant as a Servant to attend him and do such things as he was found Capable of which he the said Complainant readily undertook and engaged to perform for the fixed Wages of five Pagodas per Month, with an Extra allowance of one Rupee per Day for every Day that he should be Employed as a Sail maker. which said Wages of five Pagodas per Month as well as all Extra allowance whenever he Acted in the Capacity of or was Employed as a Sail Maker - were regularly and duly paid him as will more fully and particularly appear by sundry Bills and Receipts from the said Complainant for the purposes before mentioned, which said Bills and Receipts are ready to be produced whenever this Hon'ble Court shall please to Order the same - a Copy of one of which is here inserted for the Inspection of this Hon'ble Court and is as follows - Vizt -

George Taswell Esqr. - Dr.
To my Wages for last Month Pas 5.
Errors Excepted
Signed John Leighton

Fort Saint George
1st July 1785 -

From which said Account Bill or Demand it appears that upon the first day of June last past the Sum of five Pagodas only was due from this Defendant to the Complainant and which said Sum of five Pagodas was paid him by this Defendants Conicoply as in full of all Demands to that date, as is apparent from the Receipt or Signature of the said Complainant for that purpose - It must therefore be from some very Extraordinary Circumstances that a Demand of Four Hundred and Sixty Six Star Pagodas 466 - as now set up and made by the Complainant against this

Defendant could arise or become due and owing from the Defendant to the said Complainant in so short a space as from the first Day of June to the twenty Eighth of the same Month the time from whence this unjust Demand is made upon and against this Defendant there appearing no Dates or fixed Periods from whence the several claims Stated in the said Account annexed to the Bill of Complaint arose or were contracted it must be supposed if any Cause there was for such Charges that they were Subsequent to the said first day of June last past - this Defendant by his said Attornies for further Answer unto the said Bill of Complaint Saith in Answer to the first Charge of twelve Pagodas in the said Account annexed to the said Bill of Complaint now exhibited against him before this Honble Court that there is not any Extra Wages due from him this Defendant to the said Complainant nor was there any due to him at the time of his Exhibiting the said Bill of Complaint against him, nor was he this Defendant at that time or at any time since indebted to the said Complainant in the Sum of twenty Seven Rupees or any other Sum of Money whatever for Money had of or advanced for him or upon his Account by the said Complainant in Answer to the second Charge in the said Account this Defendant by his said Attornies saith that the said Complainant had no Just Demand upon him this Defendant for taking care of his Liquors he having no other charge or Care of them then as a

Servant for which he received his Monthly Wages, and at the time of Exhibiting the said Bill of Complaint no wages was due and owing from this Defendant to the said Complainant either on Account of his taking care of Liquors or any other Service whatever - as for the third Charge is of so very Extraordinary a Nature as hardly to deserve Notice from this Defendant to one in the Station the Complainant was in yet in Answer thereunto this Defendant by his said Attornies saith that he never promised the said Complainant either five per Cent or any other Sum upon the Beef and Pork sold by him for and on Account of this Defendant the said Complainant being in such Circumstances as would have made it absurd for the Defendant to Rely upon him for bad Debts or any losses that might be sustained by the non Payment for the said Beef and Pork or any other part thereof - Nor did this Defendant ever entrust the said Complainant to sell any part of the said Beef or Pork on his own Account nor was he concerned with the sales thereof otherwise than to deliver or see delivered such parts or parcels thereof as this Defendant ordered - In Answer to the fourth Charge in the said Account this Defendant by his said Attornies saith that looking after the Lanthorns and seeing them kept in repair was considered by this Defendant and so declared to the Complainant to be a part of his necessary and common Employ as his Servant being a part of that

Duty for which he received monthly Wages, and was always as Considered by both parties, nor did this Defendant ever hear or know of any Agreement or promise particular on this Account nor ever was any Demand made therefore before the said Bill of Complaint was Exhibited in this Hon'ble Court against this Defendant, which said Bill of Complaint this Defendant hopes will appear to this Hon'ble Court to have been brought against him Illegally unjustly and without any Equitable foundation whatever—

All which Matters and things this Defend.t by his said Attornies ready and willing to Aver Justify maintain and Prove as this Hon'ble Court shall direct and humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

Wm. Sydenham

Edward Ellis
atty: for the Defend.t

Sworn to in Court by
Mr. Wm. Sydenham this
28th August 1781—
James Taylor
Regr.

Filed 11th Septr. 1781.

The Replication of John Leighton of Madraspatnam Inhabitant Complainant to the Answer of George Taswell Esquire late of Fort Saint George by his Attornies Captain William Sydenham & Mr. Robert Ewing of Fort Saint George aforesaid Defendant

This Repliant Now and at all times hereafter saving and Reserving unto himself all and all Manner of benefit and advantage of Exception, that may be had or taken to the Many Errors, Uncertainties, and Manifest Insufficiencies and Imperfections in the Defendants said Answer contained for Replication thereunto or unto so Much thereof as this Repliants is advised is Material or Necessary for him to Make Replication unto he does Reply and say, that his Bill of Complaint and all and Singular the Matters and things therein contained are good, true, certain and sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby setforth and alledged, and that the said Answer of the said Defendant is very uncertain evasive and insufficient And this Repliant further saith that the said Defendant doth stand justly and truely indebted unto him this Repliant in the full and just Sum of Four Hundred and Sixty Six Pagodas as setforth and stated in this Repliants said Bill of Complaint and the Account there unto Annexed, Notwithstanding what the said Defendant Alledged to the Contrary in his said Answer, And this Repliants further saith, that he this Repliant, did hire himself to the said Defendant in Capacity of Sail Maker, at the certain Stipend of five Pagodas per Month, And the conditional extra Pay of one Rupee per Day for every day that he, this Repliant should work in his profession of Sail Making, But this

Repliant doth absolutely deny, that he hired himself to the said Defendant in the Capacity of a Servant, as is most falsely setforth in the said Defendants said Answer for this Repliant doth aſsert, that, whenever the said Defendant had not employ for him this Repliant in the Sail making Busineſs, this Repliant was at Liberty to employ his Time in any Manner, that he this Repliant, thought most Advantageous for himself. In Reply to the said Defendants Objections to the various Articles or Charges exhibited against the said Defendant in the Account Current annexed to this Repliants said Bill of Complaint this Repliant saith, that the Charge of twelve Pagodas, the first Article in the said Account Current, is a fair honest and just demand upon the said Defendant for Money due to this Repliants for Extra Pay and for Money expended by this Repliant for the said Defendants Use for Straw as this Repliants doubts not being able to prove to the satisfaction of this Honble Court at a proper Time In Reply to the said Defendants Objections to the second Charge in the said Account. viz: Sixty Pagodas for taking care of the said Defendants Liquors for twelve Months at five Pagodas per Month this Repliant Saith, that the said Defendant finding that his Capacity, who had the Charge of the said Defendants Liquors previous to this Repliants had wasted and embezzled a large quantity of Madeira to the Amount of fifty three Dozen desired this Repliant to take the Key of the Godown

and

and take Charge of the Liquors therein contained, that he the said Defendant, might not be subject to similar Impositions in future, and as a Recompence for this Repliants trouble, he the said Defendant, promised to allow this Repliant five Pagodas per Month, over and above this Repliants Salary as Sail Maker, as this Repliant can incontestably prove by the Testimony of credidable Witneſses which will likewise prove as this Repliant trusts, to the Satisfaction of this Honble Court that were the said Defendant himself considered this Repliant as intire master of all such Time, as he the said Defendant, could not find employment for in the Sail Making trade. In Reply to the said Defendts Objections to the third Charge in the said Account viz. Three hundred and forty Six Pagodas for Commiſsion at the Rate of five per Cent on Six thousand Nine Hundred and Twenty Pagodas for three Hundred and One Casks of Beef and Pork sold at sundry times by this Repliants for the said Defendant. This Repliant saith that the said Defendant promised to him, this Repliant to take upon him the intire Management and Disposal of all the Beef and Pork in the said Defendants Godowns, and as it was a laborious employ, requiring constant and particular attentions to prevent any Loſs by putrefaction he the said Defendant, did propose and promise to give this Repliant, as some satisfaction for the fatigue and trouble that must Necessarily attend this Employ, the Sum of five per Cent upon the Amount of what this Repliant should sell for the said Defendant, which proposal was made in the presence of a Creditable Person, who lived in the said Defendants House at the time, and whose Testimoney, this Repliant doubts not will fully and amply substantiate this Repliants Demand upon the said Defendant; this Repliant further saith, that in consequence of the above recited proposal of the said Defendants this Repliant did take upon him the Charge of the Beef and Pork contained in the said Defendants Godown and at different Times did dispose of to different persons Three hundred and One Casks producing the Sum of Six thousand Nine Hundred and Twenty Pagodas, the whole of which Money was received by Virtue of Bills made out in this Repliants Name and of Receipts signed by this Repliant, which Circumstance, this Repliant hopes is of itself sufficient to prove that this Repliant acted therein solely in the Capacity of Factor, and that he is intitled to his Commission according to the said Defendants Agreement In Reply to the said Defendants Objections to the fourth Charge in the said Account viz: Forty Eight Pagodas for keeping Lanthorns in repair for the Space of Two Years for the Honourable Company's Use this Repliants Saith. that he positively denies and

indeed

indeed it would be absurd to suppose, that he this Repliants undertook to keep the said Lanthorns in constant Repair and purchase all the Materials necessary for so doing without having some addition to his pay the Truth is this Repliant did agree with the said Defendant to keep the said Lanthorns in constant Repair, this Repliant finding all the Materials, for Two Pagodas per Month which agreement this Repliant did strictly keep during the space of Two Years, and to his Cost found that he made a very foolish Bargain, the Lanthorns at the Ensign Staff being so often broke, that this Repliant expended more Money in purchasing Materials for the Repairs of them, than this Repliant has debited the said Defendant for in the said Account Annexed to this Repliants said Bill of Complaint. And in regard to any other Matter or thing, setforth or alledged in the said Answer, to which this Repliant hath not particularly replied, he this Replt. saith that the same is very uncertain evasive and insufficient for him to Make any other or further Reply thereto — All which Matters and things this Repliant is ready and willing to aver Maintain and prove as this Honble Court shall direct, and humbly prays as in and by his said Bill of Complaint he hath already prayed

Thomas Jones
Atty: for Complt.

Filed 2d Octr 1781/

The Rejoinder of George Jarrett Esqr
by his Attornies William Sydenham a
Captain in the Honble Companys Service
and Robert Ewing of Fort St George Merchant
to the Replication of John Leighton —

This Defendant by his said Attornies Captain William Sydenham and Robert Ewing of Fort Saint George Merchant Now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors uncertainties untruths and Insufficiencies in the said Replication contained — for Rejoinder thereunto Say that this Defendants said Answer by his said Attornies to the Bill of Complaint of the Replicant and all and Singular the Matters and things therein Contained, are good true certain and Sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby Setforth and alledged; And that the said Replication is very untrue uncertain and insufficient in the Law — And for further Rejoinder this Defendant by his said Attornies Saith that had the said Demand now made by the Complainant been true and found as is Stated in his said Bill of Complaint and Endeavours to be supported in and by his said Replication It is most probably that

some

some Agreement or Memorandum would have been Required by the said Complainant of and from this Defendant at the time such Matters and things were entered into and engaged to be done by the said Complainant, which this Defendant by the said Attornies Saith was by no means the case nor was any Writing Agreement memorandum or acknowledgement of any kind or nature ever Required by the said Complainant of or from this Defendant — But on the contrary this Defendant by his said Attornies Saith that the Monthly Wages as well as any Extra allowance due from this Defendant to the said Complainant were always regularly paid by the Conicoply of this Defendant to the said Complainant as will be clearly proved in due Course, and as this Defendant hopes to the Satisfaction of this Honble Court upon the first day of every Month, in manner and form as Stated in and by this Defendants Answer This Defendt. by his said Attornies for and by way of further Rejoinder to the Replication of the said Complainant observe that had he this Defendant ever entered into any such engagements as the said Complainant charge him with or had ever actually promised him such large Payments or allowances, why did he not demand the same, at the several times he received his wages and gave Receipts as in full of all Demands to the Concurrence of this Defendant, and not have put off or deferred demanding of the same until he was informed and well knew this Defendant was about to Embark for Europe, which fully implies an attempt to surprize this Defendant into Payment of a Demand unjust in itself and unsupported by the least Legal Claim or Right whatever and which it is Evident the Complainant thought he would have paid rather than Litigate or leave a matter to be Litigated, by his Attornies and which this Defendant declares he would have done for any trifling matter but the Charges brought against him by the Complainant being so very gross false and unjust that he could not help considering them as acts of Extortion and consequently bound by the Laws of Society and Regard to common Justice not to Submit thereto - This Defendant by his said Attornies further beg leave to observe that the pretended Commission on the Sales of the Beef now Claimed by the Complainant are fully as much as he this Defendant was intitled to himself both for Sales and as Guarantee for the Payment of the amount

of all the Beef he had to Dispose of upon Commission, nor one third part of which was ever delivered or seen delivered by the Complainant nor did the Complainant in any one Instance or upon any occasion act as a Factor or Agent for this Defendant - but as a Monthly Servant for his Stated Wages and occasionally as a Sail maker and no otherwise - This Defendant by his said Attornies absolutely and positively denies ever having entered into any Agreement or Contract with the said Complaint unless receiving him as a Monthly Servant at five Pagodas per Month and as a Sail maker occasionally at one Rupee per day - can be considered to amount to an Agreement but regarding the sales of the said Beef or upon any other occasion this Defendant by his said Attornies positively and absolutely denies that the said Complainant or any one for him can produce any written Agreement or promise or support even any Parol Agreement or Promise for such intent and purpose as is by the said Complainant unjustly setforth and Charged against this Defendant both in his said Bill of Complaint and by his said Replication - This Defendant by his said Attornies for further Rejoinder is humbly of opinion that unless the said Complainant can support his said charges against him this Defendant by Producing some Agreement or Note in Writing from this Defendant that his said Bill cannot be supported or maintained as good against this Defendant either in Law or Equity wherefore he Submits to the Consideration of this Honble. Court and humbly Prays to be hence dismissed with his Reasonable Costs and this behalf most wrongfully sustained—

All which Matters and things this Deft. by his said Attornies is ready and willing to aver maintain and prove according to the Rules and Practice of this Honble Court and humbly Prays as in and by his said Answer he hath already Prayed.

Edward Ellis
Atty. for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause Now Depending in the Honble the Mayor's Court at Madraspatnam wherein John Leighton of Madraspatnam Inhabitant is the Complainant and George Turnell by his Attornies Captain William Sydenham and Mr. Robert Ewing of Fort St. George is the Defendant—

On the part of the Complainant—

To

To all the Witnesses } 1st. Do you know the Parties Complainant and Defendant in the Title of these Interrogatories Named, or either and which of them? How long have you so known them or either or which of them? Setforth the particulars at large According to the best of your Knowledge, Remembrance and belief and the Truth Declare—

To Chengleroy and Nineapah } 2d. Do you know have you heard or been informed of any Matter or thing Relating to the Matters in Question in this Cause Between the Complainant and Defendant in the title of these Interrogatories Named? If Yea was or was not the said Complainant Employed by the said Defendant? In what business trade or Profession was the said Complainant so Employed by the said Defendant and what Stipend pay or allowance did the said Defendant make the said Complainant, and of what Nature and for what Length of time were the Engagement of the said Complainant with the said Defendant Setforth the particulars at large According to the best of your Knowledge Remembrance and belief and the Truth Declare—

To Nineapah 3d. Did the Complainant in the Title of these Interrogatories Named live at any and what time and for what Length of time with the Defendant, and was you at any and what Length of time a Servant with the said

said Defendant during the time that the said Complainant so lived with the said Defendant? If yea, do you know have you heard, or have you any Reason to believe, that the said Complainant ever Expended any Small sums of Money for Straw and other Necessary Articles for the Use of the said Defendant and if yea, whether the same was repaid the said Complainant and by whom and at what time was the last of such Reimbursements Made? Setforth the Particulars at large According to the best of your Knowledge Remembrance and belief and the Truth Declare—

To Richard Carryer } 4th. Do you know have you heard or been informed of any Matter or thing Relating to the Matters in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories Named? If yea did you ever hear at any and what time any Conversation Pass betwixt the said Complainainant and the said Defendant, during which any Mention was made of any Agreement or Proposal of an Agreement betwixt the said Parties respecting the taking care and disposal of the Beef and Pork belonging to the said Defendant? If yea, did or did not the said Defendant desire the said Complainant to take Charge of the Beef and Pork that

was in the said Defendant's Godown's and Dispose of the Same to the best Advantage? And did or did not the said Defendant Promise to give any and what per Centage on the Amount of the Beef and Pork, which the said Complainant should so sell for the said Defendant, as a Recompence for the said Complainants Trouble therein? Setforth the Particulars at large According to the best of your Knowledge, Remembrance and Belief and the Truth Declare—.

To Niniapah & Richd. Carryer } 5th. Do you or do you not Remember, or have you heard, or been Informed of the time that the said Compt. first went to live with the said Defendant? If yea do you know, have you heard or been informed, what was the particular Employ of the said Complaint at the time he first went to Live with the said Defendant? Was he Employed as Sail Maker Solely at that time or did he take care of the Liquors and Godowns the same as latterly? If the former How did he (the Complainant) Employ his Time, when the said Defendant had no work for him in the Sail Maker Business? Was he Employed According to the directions of the said Defendt. or was he at Liberty to Employ it for his Own benefit as he thought proper? If the Latter, at what Time did the said Complainant being to take Charge of the said Defendants Liquors, and did he do it as a Voluntary thing, or at the Request of the said Defendant? If the latter do you know or have you heard What was the Occasion of the said Defendants Making such Request and did you at that time or at any time afterwards ever hear the said Complainant Say Whether the said Defendant had Promised him any and what Recompence or Pay for such his taking care of the said Defendants Liquors? Setforth the Particulars at Large According to the best of your Knowledge Remembrance and belief, and the truth Declare—

To Richard Canryer } 6th. Do you know have you heard, or been informed of any agreement betwixt the said Complainant and the said Defendant Respecting the said Complainant taking care of and Repairing the Company's Lanthorns. If yea did you at that time, or at any time afterwards and when hear the Complainants Say what Compensation or Pay the said Defendant was to give him for so doing? did the said Complainant ever Employ you to mend and Repair the Company's Lanthorns when they have stood in Need thereof? If yea, did the said Complainant pay you for the same, or was you paid by any other and what Person? Setforth the particulars at Large According to the best of your Knowledge, Remembrance and belief and the truth Declare -

To all the Witnesses } 7th. Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matters in

Question

Question in this Cause that may Tend to the Benefit and advantage of the Complainant in this Cause, besides What you have been Interrogated unto? Declare the same fully and at large, as if you had been particularly Interrogated thereon—.

Thomas Jones
Atty: for Complt.

Mayor's Court at Madraspatnam } Between John Leighton of Madras-patnam Inhabitant Complainant and George Taswell (by his Attornies Captain William Sydenham and Mr. Robert Ewing of Fort Saint George) Defendant.

On the Part of the Complainant

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

Chengleroy of Madras Conicoply Aged 28 years or thereabouts being produced as a Witness in this Cause, on the Part of the Complainants was on the 22d. Day of October 1784 Signified at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Rumasing my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st. .... To the first Interrogatory this Deponent saith, that he doth know the Complainant John Leighton in this Cause, and that he hath so known him two Years or thereabouts, and that he doth know the Defendant George Taswell in this Cause, and that he hath so known him four Years or thereabouts and more saith not to this Interrogatory—

2 .... To the Second Interrogatory this Deponent saith that the Complainant was employed by the Defendant as a Sail Maker but what Stipend or allowance the Defendant made the Complainant or what Engagement the Complainant and Defendant entered into this Deponent doth not know and this Defendant saith that the Defendant some times ordered the Complainant to Serve out Beef and Pork for which the Complainant always took a Receipt and the Complainant ones came to this Deponent and desired him to enter said Receipts on a Large Paper—and more saith not to this or the last Interrogatory—

Richd. Dighton
Exam.

Mayor's Court at Madraspatnam

Between John Leighton of Madraspatnam Complainant and George Taswell (by his Attornies Captain William Sydenham and Mr. Robert Ewing) of Fort St. George Defendant—

On the Part of the Complainant—

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

Nunnappah of Madras Conicoplie Aged 35 Years or thereabouts, being produced as a Witness in this Cause on the Part of the Complainant was on the 5th Day of November 1781 Signified at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Bunasing my Servant who

also

also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the Same Day being Sworn and Examined Deposeth as followeth—

1st .... To the first Interrogatory this Deponent Saith, that he doth know the Complainant John Leighton in this Cause and that he hath so known him three Years and upwards, and that he doth know the Defendant George Taswell in this Cause and that he hath so known him four Years and upwards—and more Saith not to this Interrogatory—

2 .... To the Second Interrogatory this Deponent saith, that the Complainant was employed by the Defendant as a Servant to do any Business the Defendant ordered him and that he Received five Pagodas ⅌ Month Wages, and that if the Complainant was employed as a Sail Maker he was paid one Rupee ⅌ Day Extraordinary but this Deponent saith that he doth not know the length of time the Engagement was for—and more saith not to this Interrogatory—

3 .... To the third Interrogatory this Deponent saith that he doth not know particularly the length of time the Complainant lived with the Defendant and this Deponent saith that he did live with the Defendant as a Conicoplie during the time the Complainant lived with the Defendant but he doth not know of any Small Sums of Money having been expended by the Complainant on Account of the Defendant and more saith not to this Interrogatory—

4th 5 .... To the fifth Interrogatory this Deponent saith, that he doth not know the time when the Complainant first went to live with the Defendant, but that ever since he can

remember the Complainant was employed by the Defendant as
a Servant in any Business the Defendant ordered the
Complainant to perform, and this Deponent saith that
the Defendant ordered the Complainant to take in charge
some Liquors as he found the Conicoplie who had charge
of it before had abused his trust, and this Deponent
saith that he was present when the Defendant ordered
the Complainant to take Charge of the Liquor, but that he
never heard the Complainant say that the Defendant
had promised him any thing for taking Charge of the
Liquor - and more saith not to this or the last Interrogatory

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between John Leighton of Madras
-patnam Inhabitant Complainant and
George Taswell (by his Attornies Captain
William Sydenham and Mr. Robert Ewing
of Fort St. George) Defendant.
On the part of the Complainant

Depositions of Witnesses taken in this Cause, by and before
the Examiner in this Court as followeth. -
Richard Burroyer of Madras Painter Plumber & Glazier Aged 28 Years
or thereabouts, being produced as a Witness in this Cause, on the Part of the
Complainant was on the 22d. Day of October 1781 Signified at the Office
of Mr. Edward Ellis - who is Attorney for the Defendant by Summoning
my Servant who also left him a Note of the Name Title and Place of
abode of the said Deponent and afterwards on the same Day being Sworn
and Examined Deposeth as followeth -

1st .... To the first Interrogatory this Deponent saith, that he doth know
the Complainant John Leighton in this Cause, and that he hath
so known him two Years and upwards, and that he doth know
the Defendant George Taswell in this Cause and that he hath
so known him two Years and upwards - and more saith not to
this Interrogatory -
4th .... To the fourth Interrogatory this Deponent saith that he
hath heard and doth know of the matters and things relating
to this Cause in dispute between the Complainant and
Defendant and this Defendant saith that some time in
the Month of July in the Year of our Lord One Thousand
Seven Hundred and Eighty, he was present at the House of the
Defendant when he heard the Defendant abuse his Black
Servants and say they were not fit to be trusted and called the
Complainant and delivered to him the Charge of the Beef and
Pork in a Coir Godown and told him to dispose of the same to
the best Advantage and that he should have five per Cent on
the Amount Sales, and that the Black Servants should get no
Profit at all by it and at the same time he Ordered the
Conicoplie to Deliver the Key of the Godown to the Complainant
and the Complainant afterwards went upstairs with the
Defendant - and more saith not to this Interrogatory -
5th .... To the fifth Interrogatory this Deponent saith he hath heard
that the Complainant first went to live with the Defendant
about five Years ago, and this Deponent saith that when
he Complainant first went to live with the Defendant he
was employed as a Sail Maker only and that he had not
the Charge of the Liquors and Godowns as latterly and this
Deponent saith that when the Defendant had no work
for

for the Complainant he used to do odd Jobbs in the Black Town on his own Account in the way of his Business and this Deponent saith that the Complainant took Charge of the Defendant's Liquor some time in the Month of July or August or thereabouts to the best of his Remembrance and this Deponent saith that the Occasion of the Defendts requesting the Complainant to take Charge of the Liquor was owing to the Defendants having lost a quantity of Liquor by the mismanagement of his Black Servants and he particularly Remembers one Article that the Defendant had lost of fifty three Dozen of Madeira, as this Deponent took the Account Remains of the Liquor for the Complainant and this Deponent saith that he did at that time and he hath several times since heard the Complainant say that the Defendant had promised him an addition of five Pagodas p Month to his former allowance as Sail Maker for the trouble of taking Charge of the Defendants Liquor – and more saith not to this Interrogatory –

6th To the Sixth Interrogatory this Deponent saith that he doth not know of any particular agreement betwixt the Complt and Defendant Respecting the Complainants taking care of the Company's Lanthorns, but he hath heard the Complainant say that he was to receive five Pagodas p Month for the trouble of taking Care of the Company's Lanthorns and he hath heard the Defendant tell the Complainant that he would take the Employ from him and give it to a Black fellow, and this Deponent saith that the Complainant hath employed him to mend four Squares of Glass in the Company's Lanthorns and that the Complainant paid him for the same and more saith not to this or the last Interrogatory –

Richard Carryer

Richd. Dighton
Examr.

At the time of Signing this Deponent saith that on looking over his Papers he finds that it was some time in the Month of May the Complainant first took charge of the Defendants Liquors as this Deponent made out the Inventory for the Complainant.

Richard Carryer

Richd. Dighton
Examr.

Witnesses –
Hugh Vaughan }
Alexr. Brodie } Esqrs
Robt. Mansell }
Ninepah
Narrain
Shashaiah
Mariapah
Rama Chindo –

Interrogatories to be Administered

to such Witnesses as shall be produced Sworn and Examined in a Certain Cause Depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein John Leighton of Madras Inhabitant is Complainant and George Taswell by his Attornies Captain William Sydenham and Mr. Robert Ewing of Fort Saint George Merchant is Defendant.

On the Part and behalf of the Defendant.

Interrogatory 1. }
To all the Witnesses }

Do You know or do you not Know, the parties Complainant and Defendant in this Cause, and in the Title of these Interrogatories named – if yea – how long have You so known them or either of them and which of them particularly set forth setforth and declare —

2d. . . . . . Do you know or do you not know — whether the Complainant did or did not live with the Defendant as a Servant — if Yea — in what Capacity did he act — what particular Duties had he to perform what Wages was he to Receive how long was he in the Defendants Service for what cause was he dismissed such Service — was he to Your knowledge or belief promised any and what Extra pay Wages or allowances If Yea for what was such Extra pay Wages or allowances made to him was he or was he not allowed or promised any other Gratuity Reward or Extra pay for taking Care of the Defendants Liquors or was such Care considered as a part of the common Services or Duty of the Complainant as a Monthly Servant or how and in what light was the same Considered and taken to be — did you or did You not ever know or hear of the Complainants Acting as a Broker or Agent in selling and disposing of a Quantity of Beef and Pork in Casks if Yea what Gratuity Extra pay or allowance was he to have for the same — was any and what other person in the Employ of the Defendant intrusted with the Sales or delivery of such Beef and Pork — if Yea who were they how were the Sales of such Beef and Pork made and Conducted the whole of these Matters to the best of Your Recollection knowledge and belief particularly Setforth and Declare —

To
Hugh Vaughan Esq.r
Wenkapah
Narrain
Shashiah
Mariapah
Rama Chin

3.d

3. Interrogatory
To Alexander Brodie Esq.r
Rob.t Mansel Esq.r

Did you or did you not ever purchase of or from the Complainant or Defendant in this Cause, or either of them or from any other person on either of their Accounts any Beef or Pork in Casks if Yea from which of them did you purchase such Beef or Pork to whom was the Payments made or to which of them did you consider Yourselves responsible for the Payment of such Beef and Pork — on what particular terms or Conditions was such purchase or purchases made — was there any factor Broker or Agent Employed in such Sales if yea who was he or was such Bargain made between Yourselves, particularly setforth and Declare —

4.th Interrogatory
To Ninepah

Did You or did You not live with the Defendant in this Cause, as his Conicoply if yea — did you or did you not Pay the Monthly Wages of the Servants attending upon the said Complainant regularly every Month or how often and in what Manner Look at the Paper writing now shewn to you at this the time of your Examination Marked A purporting to be a demand for Wages due from the Complainant on the Defendant is the Name thereunto Subscribed the proper hand Writing of the Complainant and was or was not the same delivered to you as a Receipt in full of all demands then due from the Defendant to the Complainant or for what purpose, or in what light did You receive and Consider the same to be — Declare —

5.th

about the House and that he Acted in the Capacity of a Servant, and that the Complainant was in the Defendt. Service three Years and upwards, and that he was dismissed for insolence and drunkenness and this Deponent saith that he does not believe that the Defendant ever promised the Complainant any additional Pay as an Agent for selling Beef or Pork, and that he was present when an Attorney by Letter made a Demand on the Defendant on the Part of the Complainant for an Agency for the trouble the Complainant had in Selling Beef and Pork, at which the Defendant expressed his Astonishment at the Insolence of the Complainants having made such a Demand as the Beef and Pork was on Commission to the Defendant and this Deponent saith that he believes one of the Defendants Conicoplies had the Charge of the Beef and Pork for som time — and Saith not to this or the last Interrogatory —

Hugh Vaughan

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between John Leighton of Madras Inhabitant Complainant and George Taswell by his Attornies Captain William Sydenham and Robert Ewing of Fort Saint George Merchants Defendants —

On the Part of the Defendant —

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

Alexander Brodie Esquire in the Service of the Honble United

Company

Company of Merchants of England trading to the East Indies Aged 30 Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the 12th Day of November 1781 Signified at the Office of Mr. Thomas Jones who is Attorney for the Complainant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st .... To the first Interrogatory this Deponent saith, that he doth not know the Complainant John Leighton in this Cause but he doth know the Defendant George Taswell in this Cause, and that he hath so known him Seven Years or thereabouts, and more Saith not to this Interrogatory —

3 .... To the third Interrogatory this Deponent saith, that he received by Order of the Governor and Council in the Month of March last from Mr. George Taswell on Account of Messrs. Samuel Touchet and Herbert Harris of Calcutta Eighty Seven Casks of of Bengall Salt Provisions the Price of which was to be Accounted for by the Governor General and Council of Calcutta who had desired the President and Council of Madras to receive the said Salt Provisions from Mr. George Taswell as part of the Garrison Stores Indented for to Calcutta and for which this Deponent as Garrison Storekeeper granted a Receipt to the said George Taswell — and more saith not to this or the last Interrogatory —

A. Brodie

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between John Leighton of Madras Inhabitant Complainant and George Taswell by his Attornies Captain William Sydenham and Mr. Robert Ewing of Fort Saint George Merchant Defendant

On the Part of the Defendant

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

Nineapah of Madras Conicoplie Aged 35 Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the 5th Day of November 1781. Signified at the Office of Mr. Thomas Jones who is Attorney for the Complainant by Bumaning my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth

1 .... To the first Interrogatory this Deponent Saith, that he doth know the Complainant John Leighton in this Cause and that he hath so known him three Years and upwards and that he doth know the Defendant George Taswell in this Cause, and that he hath so known him four Years and upwards and more Saith not to this Interrogatory

2: .... To the Second Interrogatory this Deponent saith that the Complainant did live with the Defendant as a Servant and that he performed any Offices in that Capacity the Defendant ordered him for which he received five Pagodes ꝑ Month Wages and this Deponent saith that he doth not recollect howlong the Complainant was in the Defendant's Service or for what Cause he was dismissed but this Deponent saith that the Complainant was employed

employed at the Defendants Garden when the Defendant sent for this Deponent, and ordered him to pay him his Wages but this Deponent saith that the Defendant returned to the Service Again and this Deponent saith that the Complainant used to be paid a Rupee ꝑ Day extraordinary when he worked as a Sail maker but he doth not know of any other Gratuity or being promised or allowed by the Defendant to the Complainant for taking Charge of the Defendants Liquors, but he believes it was considered as part of the Complainant's Duty as Servant to the Defendant and this Deponent saith that he doth not know of the Complainants having Acted as Agent or Broker in Selling Beef or Pork for the Defendant but that the Complainant used to go with the Beef Conicoplie to the Godown and serve it out to any Gentlemen that sent for Beef and Pork and for which the Complainant took a Receipt and more saith not to this Interrogatory

4th .... To the fourth Interrogatory this Deponent saith he did live with the Defendant in this Cause as Conicoplie and he did pay the monthly Wages of the Servants attending upon the said Deponent regularly every Month and on producing and Shewing to him at this the time of his Examination the paper Writing Marked A purporting to be a Demand of Wages due from the Defendant to the Complainant this Deponent saith that the Name thereto Subscribed is the proper hand Writing of the said Complainant and the same was Delivered to him as a Receipt for the Complainant's Wages in full for the Month of May and more Saith not to this or the last Interrogatory [illegible]

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between John Leighton of Madras Inhabitant Complainant and George Taswell by his Attornies Captain William Sydenham and Mr. Robert Ewing of Fort Saint George Merchant Defendant—

On the Part of the Defendant—

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

Rama Chendo. of Madras Writer Aged 22. Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 10th. Day of November 1781. Signified at the Office of Mr. Thomas Jones who is Attorney for the Complainant by Buonasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth—

1. .... To the first Interrogatory this Deponent saith that he doth know the Complainant John Leighton in this Cause and that he hath so known him three Years or thereabouts, and that he doth know the Defendant George Taswell in this Cause, and that he hath so known him six Years or thereabouts—and more saith not to this Interrogatory—

2. ----- To the Second Interrogatory this Deponent saith that he was Writer to the Defendant and that the Compt. did live with the Defendant as a Servant and that he performed the Duties of a Servant such as taken Care of the Liquor and Household Furniture and that he Received Monthly from one of the Defendants Servants the Sum of five Pagodas as Wages for which the

the Complainant made out his Bill, and this Deponent saith that he hath known the Complainant in the Defendants Service for these three Years past but he doth not know why he was dismissed the Defendants Service and this Deponent saith that he doth not know of any Extra pay or Wages being made to the Complainant or of any Promise of a Reward or Gratuity for the Trouble of taking care of the Defendants Liquor, and this Deponent saith that he doth not know of the Complainants acting as a Broker or Agent in Selling Beef or Pork in Casks or that he was to have any allowance for selling Beef or Pork and this Deponent saith that the other Servants had the Care of the Beef and Pork as well as the Complainant and that the Defendant used to order the Complainant to deliver the Beef and Pork to any person that applied to him for it and the Complainant gave the Account of what he had Delivered to the Conicoplie and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Tuesday the 12th. Day of March Anno Domini 1782

Present

Edward Garrow Esquire Mayor
James Call and William Webb
Aldermen

Between John Leighton of
Madraspatnam aforesaid Complainant
and George Taswell of Fort Saint
George Esquire Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copy of an Account Current annexed the Affidavit of the Complainant the Defendants Answer, the Replication, the Rejoinder the Interrogatories and Depositions on the part of the Complainant the Interrogatories and Depositions on the part of the Defendant One Exhibit on the part of the Defendant Marked A. On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill do stand Dismissed with Costs—

A Burr

Filed 8th May 1781

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Kistnadoss Virjedoss by his Attorney John Jane of Madraspatnam aforesaid Inhabitant that Moodu Manavardoss of Madraspatnam aforesaid Inhabitant

stand

stands Justly and truly indebted unto Your Orator in the full and Just Sum of One Thousand four Hundred and Fifty Eight Pagodas forty fanams and Seventeen Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Five Hundred and Eighty three Pounds and Eighteen Shillings, as will more fully and at Large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court, which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint the Originals whereof is in Your Orators Possession and ready to be produced whenever Your Orator shall by this Honble Court, be thereunto required Your Orator further Sheweth unto this Honble Court that the said Mode Manavar Doss being much Distressed for and in want of Money, Applied to Your Orator for the Loan of the Sum of One thousand and Seventy five Pagodas three fanams and Thirty Cash and Offered to give to Your Orator as Security for the said Sum by him the said Mode Manavardoss so borrowed a Mortgage of a House situate and being in Bannacara Street in Madraspatnam aforesaid the property of and belonging to him the said Mode Manavardoss which Mortgage bearing date the Ninth Day of May which was in the Year of Our Lord One

Thousand Seven Hundred and Seventy Eight he the said Mode Manavar Doſs to Your Orator did Sign, Seal execute and Deliver, as will more fully and at Large Appear by a Copy of a Translati of the said Bond hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orators Poſseſsion and ready to be produced, whenever Your Orator shall by this Honble Court be thereunto required, Your Orator further Sheweth unto this Honble Court, that Your Orator having some Money transactions with Your Orators said Attorney John Jane and there being upon settling Accounts betwixt Your Orator and Your Orators said Attorney a considerable Ballance in Your Orators said Attornies favour Your Orator did propose to aſsign over to Your Orators said Attorney in Satisfaction for the said Ballance, the said Mortgage Bond of the said Mode Manavar Doſs to Your Orator given as before recited and Your Orators said Attorney agreeing thereunto Your Orator did Aſsign over unto Your Orators said Attorney the said Mortgage Bond as will more fully and at Large appear by a Copy of the said Aſsignment hereunto Annexed for the Inspection of this Honble Court, which Your Orator also prays may be Admitted as part of this Your

Orators Bill of Complaint the Original of which is in Your Orators said Attorneys Poſseſsion and ready to be produced whenever Your Orator shall, by this Honble Court be thereunto Required Your Orator further sheweth unto this Honble that he hath frequently and in an Amicable Manner Requested Payment from the said Mode Manover Doſs of the said Sum of One thousand and Seventy five Pagodas three fanams and thirty Cash –

But now so it is may it Please this Honble Court the said Mode Manavardoſs doth Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the premiſes under colour of several unjust frivolous and evasive pretexts and pretences – Your Orator therefore prays both a General and particular Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Mode Manavardoſs may upon his Corporal Oath full True Direct and perfect Answer Make to all and Singular the Matters and things herein before Setforth and Alledged as fully truely perfectly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and more Especially that he may setforth and Discover Whether he did or did not give and Grant unto your Orator in Satisfaction for a Debt due from him to your Orator a Mortgage Bond of the Tenor and Date of the Bond herein setforth, And whether he did or did not bind himself in case the Mortgaged Premises should prove insufficient to Discharge the Amount of the said Mortgage Bond to be Answerable for and pay all and every such Deficiency, and that he may be Decreed to pay unto your Orator the said Sum of One thousand four Hundred and Fifty Eight Pagodas forty fanams and Seventeen Cash with all Interest that now is or shall hereafter become due thereon with all Costs of this Suit, or that the said Mortgaged Premises may be sold under a Decree of this Honble Court for the Benefit of your Orator in Satisfaction for the said Bond, and in case the said Premises should prove insufficient for that purpose, that he may be Decreed to pay the Deficiency.

May it Please this Honble Court to cause the said Mode Manavardoss to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint & further to Stand to and abide by such Order & Decree therein as to this Honble Court shall seem Meet.

Thomas Jones
Atty Complt.

Dr. Mode Manavardoss in Account Current with Kistna Doss Verjee Doss by his Attorney John Jane Cr.

1778 May	9th	To the amount Principal of your Mortgage Bond to me of this Date	1075	3	30	By Ballance	1458	40	17
1781 May	1st	To Interest on Do. from 9th May 1778 to this day is 2 y. 11 m. 21 d. @ 12 p Cent p annum	383	36	67				
		Pagodas	1458	40	17	Pagodas	1458	40	17

Fort Saint George

1st May 1781. Errors Excepted

(Signed) Kistnadoss Verjeedoss
p (Signed) Jno. Jane

a true Copy
Thomas Jones
atty Complt.

Translation of a Bond

I Mode Manavar Doss Son of Aute Doss do Give this Bond to Kistnadoss Verjeedoss, that is to say Borrowed and Received of You the Sum of 1075 Pagodas 3 fanams and 30 Cash One thousand and Seventy five Star Pagodas three fanams and thirty Cash for which sum I Mortgage to you the Title deeds of my House Situated in Banacara Street and I Promise to pay you the said Sum with such Interest as may become due thereon at the rate of 12 p Cent p annum on or before the 3 Months, in default of the said payment then I bind myself to sell the Mortgage Premises and discharge the said Debt, and further I Promise to be Answerable if it was any deficieny Dated the Vayesaugoo Soodda Puuddame Somavauram 1834: Goozerat Style A. D. the 9th of May 1778

Witneſses Signed
(Signed) Manavardoſs
Gopaul doſs Govinda Doſs
Naick Poorooshottam Narapah

(A true Traslation as near as can be in the Gentoo Language by

A true Copy
Thomas Jones
Atty Complt.

(Signed) Soobarayam
Interptr.

To all People to whom these presents shall come Greeting Whereas Mode Manavardoſs Son of Ante Doſs of Madras-patnam in and by one Mortgage Bond bearing date May the Ninth which was in the Year of our Lord One thousand Seven Hundred and Seventy Eight become bound unto Kistnadoſs Virjeedoſs of Madraspatnam aforesaid in the Penal Sum of Two thousand Nine Hundred and Sixteen Pagodas Eighty fanams, and thirty four Cash Conditioned for the payment of One thousand and Seventy five Pagodas three fanams and thirty Cash, and Interest at a day long since past, as by the said Mortgage Bond and Condition there of May Appear, and whereas there now remains due to the said Kistnadoſs Virjeedoſs for the Principal and Interest on the said Bond the Sum of One thousand Four Hundred and fifty Eight Pagodas Forty fanams and

Seventeen Cash Making in Sterling Money of Great Britain Five Hundred and Eighty three Pounds and Eleven Shillings or thereabouts at eight shillings for every Pagoda Now Know ye that the said Kistna doſs Virjeedoſs for a Valuable Consideration to him in hand paid by John Jane of Madraspatnam aforesaid the Receipt whereof the said Kistnadoſs Virjeedoſs Doth hereby Acknowledge he the said Kistnadoſs Virjeedoſs hath Aſsigned and setover and by these Presents Doth aſsign and Setover unto the said John Jane the said Receipt Bond and the Money thereupon due and Owing, and all his right and Interest of in and to the Same, And the said Kistnadoſs Virjeedoſs for the Consideration aforesaid hath Made Constituted and appointed and by these Presents doth Make Constitute and Appoint the said John Jane his Executors Administrators, and Aſsigns, his true and Lawfull attorney or Attornies irrevocable for him and in his Name and in the Name and Names of his Executors Administrators and Aſsigns but for the Sole and proper use and Benefit of the said John Jane his Executors Admors and Aſsigns to Ask require Demand and Receive of the said Mode Manavardoſs his heirs Executors and administrators and Aſsigns the Money due and on the said Bond, And on non Payment thereof him the

(1)

the said Mode Manavadoſs his heirs Executors Administrators
and Aſsigns to sue for and recover the same, and on Payments
thereof to deliver up and Cancell the said Bond and give
Sufficient, Releases and Discharges therefore And one or
more Attorney or Attornies under him to make Constitute
and Appoint and whatsoever the said John Jane or his
Attorney or Attornies shall Lawfully do in the Premises
the said Kistnadoſs Virjudoſs Doth hereby allow and
affirm and the said Kistnadoſs Virjudoſs Doth Covenant
with the said John Jane that he the said Kistnadoſs
Virjudoſs hath not Received nor will Receive the said
Money due on the said Bond or any part thereof Neither
shall or will Release or Discharge the same or any part
thereof but will own and allow of all Lawfull Proceeding
for the Recovery thereof, he the said John Jane saving
the said Kistnadoſs Virjudoſs harmleſs of and from any Costs
that may happen to him thereby In Witneſs whereof the
said Kistnadoſs Virjudoſs hath hereunto Set and Affixed
his hand and Seal in Madraspatnam aforesaid this third
day of May in the Year of Our Lord One thousand Seven
hundred and Eighty One—

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the Presence of - - - - - - - -

Signed, Kistnadoſs Virjudoſs (L.S.)

Witneſses Signed
Gopaul Bramony &
Gopauldoſs Govendoſs

A true Copy
Thomas Jones
Atty. Compts.

Filed 23 July 1781

The Plea and Answer of Moodoo Manavadoſs Defendant to the Bill of Complaint of Kistnadoſs Virjudoſs by his Attorney John Jane of Madras Inhabitant Complainant—

This Defendant by Protestation not Confeſsing or acknowledging all or any of the Matters and things in the Complaint said Bill of Complaint Contained to be true in such Manner and form as the same are therein declared and Setforth for Plea thereunto saith that since the date of such Mortgage Bond as the Complainant introduces in Support of his Claim and long before the Complainant filed his said Bill of Complaint against this Defendant for the Recovery of the said Sum of One thousand four Hundred and fifty Eight Pagodas forty fanams and Seventeen Cash to wit on the Second day of March which was in the Year of our Lord One thousand Seven Hundred and Seventy Eight, this Defendant did fully and in Regular and due form Credit the Complainant for the Sum of One thousand and Seventy Six Pagodas being the Principal due for Account of the very same Bond which the Complainant Now Charges as Amounting to one thousand and Seventy five Pagodas three fanams and thirty Cash, and this Defent. did also give Credit for the then Current Interest, due upon the said Bond as may

More fully Appear by the Copy of such Account wherein such Credit was given and which Account is Now of Record of this Hon'ble Court and whereto this Defendant Craves leave to Refer which said Account was Made part of a Certain Bill of Complaint which this Defendant had filed Against the present Complainant for Recovery of the Ballance due to this Defendant to which said Bill of Complaint of this Defendant the said Complainant filed his Answer upon oath and this Defendant as Replicant having specially Replied thereunto and the said Defendant as Complainant having Rejoined the same was and still is at Issue before this Hon'ble Court To all which Proceedings Now of Record before this Hon'ble Court this Defendant Craves leave to Refer and to have such full and ample benefit therefrom as if the same were herein fully Setforth as part of his Plea all which Proceedings this Defendant doth plead in Bar to the Complainants Right to Recover under and by Virtue of this present Bill of Complaint and for further Support of this Defendants Plea in Manner Aforesaid this Defendant saith that had he been indebted to the Complainant in the said Sum of one thousand four hundred and fifty Eight Pagodas forty fanams and Seventeen Cash or in any other Sum whatsoever the Complainant as Defendant to this Complainants former Suit ought to have filed his Cross Bill for the Recovery thereof which having Omitted to do the presumption is

that

To Vincatachellum } 6. Are you or are you not the Conicopoly of the Complainant in the Title of these Interrogatories named? If yea Do you Know have you heard or been informed of any matter or thing relating to the Matters in Question in this Cause, between the Complainant and Defendant in the Title of these Interrogatories named? If yea Did you at any time, and when, and how often receive any and what Directions from the Complainant to go and demand the payment of any and what Sum or Sums of Money and on what account, from the Defendant? If yea, did you go to the Defendant at all, or any and which of such Times, as you received directions from the Complainant for that purpose and did you make such demand, as you was directed upon the Defendant? If yea, what Answer did the Defendant give you at all such time as you went to make such demand upon him Did he refuse to pay the Money or did he make Excuses for not being able to pay it and promise to pay it at some future period? Setforth the particulars at large according to the best of Your Knowledge remembrance and belief and the Truth Declare —.

To Pavaval Bawane Sangar Barrab ditto and malla Emaroo ditto Juganaud } 7. Do you know, have You heard or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories named? If yea Look upon the Deed or Writing now produced and Shewn to You at this the time of Your Examination, Marked with the Letter "A" purporting to be a General Release or Discharge from the Defendant to the Complainant, Was such Deed or Writing Signed and delivered in Your presence and by whom? Where you a Subscribing Witness to the signing and delivery thereof? and is Your Name Subscribed and set as a Witness thereto of Your Own hand Writing? And do you Know the hand Writing of the other Witness thereto? And is the Name of such other Witness of the proper hand Writing of such Witness? And did You see such other Witness set his Name as subscribing Witnesses thereto? Setforth the particulars at large according to the best of Your Knowledge, remembrance and belief and the truth Declare.

To Gopaul Doss Gaunda Doss and Naieck Poorshottum Narajoh } 8th Do you Know, have You heard or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories named? If Look upon the Deed

or

or Writing now produced and Shewn to you at this the time of Your Examination, marked with the Letter "B" purporting to be a Mortgage Bond given and granted by the Defendant to the Complainant, Was such Deed or Writing, signed and delivered in Your presence and by whom? were you a Subscribing Witness to the Signing and delivery thereof and is Your Name, set and Subscribed as a Witness thereto of Your own hand Writing? And do You Know the hand Writing of the other Witnesses thereto? And is the Name of Such other Witness, of the proper hand Writing of Such Witness? And did You see such other Witness set his Name as Subscribing Witness thereto? Setforth the particulars at large, according to the best of Your Knowledge, remembrance and belief, and the truth Declare—

To all the Witnesses } 9th Do You Know of any Matter or thing or have You heard or can You say any thing touching the Matters in Question in this Cause, that may tend to the Benefit and advantage of the Complainants in this Cause, besides what you have been Interrogated unto? Declare the same fully and at large, as if You had been particularly Interrogated thereon—

Thomas Jones
Atty for Complts.

This Paper writing Marked **A** was shewn to Pavavat Bavane Sangar Parabdottoo at the time of his Examination before me on the Part of the Complainant in a Cause Depending in the Hon^ble^ the Mayors Court at Madraspatnam wherein Kistnadoſs Virjedoſs by his Attorney John Jane is Complainant & Mode manavordoſs Deft. on the 16th Day of November Anno Domini 1781.

Richd. Dighton
Examr.

this Paper writing Marked **B** was Shewn to Gopaul Doſs Govinda Doſs, at the time of his Examination before me, on the Part of the Complainant in a Cause Depending in the Hon^ble^ the Mayors Court at Madraspatnam wherein Kistnadoſs Virjedoſs by his Attorney John Jane is Complt. and Mode Manavardoſs Defendant on the 17th day of Novr. Anno Domini 1781.

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam — Between Kistnadoſs by his Attorney
John Jane of Madraspatnam aforesaid
Inhabitant Complainant and Mode
Manavar Doſs of the same place Inhab-
-itant Defendant

On the Part of the Complainant

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

Gopaul Doſs Govinda Doſs of Madras Merchant Aged 48. Years or thereabouts being produced as a Witneſs in this Cause, on the Part of the Complainant was on the 17th Day of November 1781. Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ……… To the first Interrogatory this Deponent saith, that he doth know the Complainant Kistnadoſs Virjedoſs in this Cause and that he hath so known him twenty three Years or thereabouts and that he doth know the Defendant Mode Manavar Doſs in this Cause, and that he hath so known him ten years or thereabouts and more Saith not to this Interrogatory.

8th ……… To the Eighth Interrogatory this Deponent saith that he doth know and hath been Informed of the Matter or thing relating to the Matters in Question in this Cause between the Complainant and the Defendant in the Title of these Interrogatories named and this Defendant saith on producing and shewing to him at this the time of his Examination the Paper deed or writing Marked with the Letter B. purporting to be a Mortgage Bond given and granted by the Defendant to the Complainant this Deponent saith that said Deed or writing was signed and delivered in his presence, And that he was a Subscribing Witneſs to the Signing and delivery thereof and his Name set and Subscribed as a Witneſs thereto is of his own hand Writing and he doth know the hand Writing of the other Witneſs thereto Subscribed and the Name of such other Witneſs is of the proper hand Writing of said Witneſs and he did see such other Witneſs set his Name as Subscribing Witneſs thereto – and more Saith not to this Interrogatory—

To the last Interrogatory this Deponent saith, that before the granting of the Bond shewn to this Deponent at the time of his Examination that the Defendant had granted three Bonds to the Complainant and that after the Complainant preſsed the Defendant for the money he made the Amount of three Bonds in One and gave the Complainant a Mortgage Bond as Security and this Deponent saith that afterwards the Complainant preſsed the Defendant for

Payment

Payment of the Bond now in Question when the Defendant shewed the Complainants a Bond of Mr. Hollonds and left it with him and the Defendant afterwards absconded on Account of his Debts and after the Defendant had absconded he thro' the means of his Gomastah procured a forbearance from his Creditors of one Year afterwards the Defendant Returned and desired the Complainant to give him Mr. Hollonds Bond which he would go and Collect and discharge his Debts, and the Defendant did collect the Money but whether he paid his other Creditors or not this Defendant doth not know but this Deponent saith that he did not pay the Compl.t for which Reason the Complainant preſsed the Deft. for his money and when the Complainant preſsed the Defendant for the Money the Defendant made out a false Account and prosecuted the Complainant in the Hon'ble the Mayors Court – and more Saith not to this Interrogatory— [illegible]

Rich.d Dighton
Exam.r

Mayor's Court at Madraspatnam –

Between Kistnadoſs Virjeedoſs by his Attorney John Jane of Madraspatnam aforesaid Inhabitant Complainant and Modi Manavar Doſs of the same place Inhabitant Defendant –

One the Part of the Complainant.

Dep.t

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

Parvavat Bavane Sangar Parabdottos of Madras Agent Aged 40 Years or thereabouts — being produced as a Witneſs in this Cause, on the Part of the Complainant was on the 16th Day of November 1781: Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposith as followith —

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Kistnadoſs Verjeedoſs in this Cause, and that he hath so known him ten Years or thereabouts — and that he doth know the Defendant mode Manavar Doſs in this Cause, and that he hath so known him Eight Years or thereabouts — and more saith not to this Interrogatory —

7th .... To the Seventh Interrogatory this Deponent Saith, that he hath heard of the Matter Relative to the Matters in Question in this Cause between the Complainant and Defendant in these Interrogatories named, and this Defendant saith on producing and Shewing to him at this the time of his Examination the Paper writing Marked A. purporting to be a general Release or discharge from the Defendant to the Complainant that said Paper writing Marked A. was delivered in the Presence by the Defendant to the Complainant in these Interrogatories named, and this Deponent saith that he was a Subscribing Witneſs to the Signing and delivery of the same and that his name is Subscribed thereto as a Witneſs. and so subscribed in this Deponents own proper hand writing, and that the other Subscribing Witneſs. did Set his hand to the said paper Marked A. in this Defendant presence and the Name so Subscribed as a Witneſs is of the said Witneſs own hand writing and in this Deponents presence — and more Saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that a long time after he had been a Subscribing Witneſs to the Exhibit Marked A. he went one evening to the Complainants House where the Defendant was sitting in Company with the Complainant and he heard the Complainant ask the Defendant Payment of three Bonds and the Defendant Said he could not pay him then as he had no money but that he would give the Complainant a Bond for the amount of the three Bonds and a Title deed of a House as Security for the Payment — and more saith not to this Interrogatory —

Richd Dighton
Examr.

Mayor's Court at Madraspatnam — Between Kistnadoss Virjeedoss by
his Attorney John Jane of Madras-
patnam aforesaid Inhabitant Compt.
and Mode Manavar Doss of the same
place Inhabitant Defendant

On the Part of the Complainant

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

Vencatachellum of Madras Conicoplie Aged 34 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 21st Day of November 1781 Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth—

1. .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Kistnadoss Virjeedoss in this Cause, and that he hath so known him Eight Years or thereabouts—and that he doth know the Defendant Mode Manavardoss in this Cause, and that he hath so known Him Seven or Eight Years—and more Saith not to this Interrogatory—

6th .... To the Sixth Interrogatory this Deponent saith, that he is Conicoplie to the Complainant in these Interrogatories named and this Deponent saith that he doth know of the Matters relating to the Matters in Question in this Cause, between the Complainant and Defendant in the Title of these Interrogy.

Named

Named and this Deponent saith that he was informed the Complainant and Defendant had formerly dealings and that they had settled settled their Accounts Respecting the said former dealings and that the Defendant had given the Complainant a written agreement setting forth the same, and this Deponent saith that since he has lived with the Complainant the Defendant has borrowed money of the Complainant upon three different Bonds and that the Complainant has several times sent him to the Defendant to demand payment of the same and the Defendant put off the Payment of said Bonds from Day to Day and said that as soon as he got money he would discharge the same of which this Deponent informed his Master the Complainant and the Complainant again ordered this Deponent to press the Matter and at last the Defendant came to the Complainant and gave the Complainant One Bond for the three and a Bill of Sale as Security for the Payment and this Deponent saith that after the said Bond became due he was again ordered by the Complainant to go and demand payment of the said Bond and in the mean time the Defendant came to the Complainant and said that he had a Bond of Mr. Hollonds which would be shortly due out of which he would pay the Complainant and at the same time desired the Complainant to grant him an Agreement of One Years forbearance as the Rest of his Creditors had done for the purpose of shewing his other Creditors or otherwise he should be desired but that he would discharge the Complainants Bond out of Mr. Hollonds Bond and this Deponent saith that when Mr. Hollonds Bond was paid the Complainant sent him to the Defendant to demand Payment and the Defendant put him off from time to time of which this Deponent informed the Complainant when the Complainant said as he had agreed to forbear for One Year he must remain till it was expired and after the Year was expired the Complainant ordered this Deponent to go and inform the Defendant if he did not discharge the Bond he would sue him in the Honble the Mayor's Court of which this Deponent accordingly informed the Defendant — and more saith not to this or the last Interrogatory —

Richd. Dighton
Examt.

Filed 5th Febry. 1782

In the Honble the Mayor's
Court at Madraspatnam
Between Kistnadoss Virjedoss
by his Attorney John Jane Complt.
and Mode Manavar Doss Defendant.

The Affidavit of Thomas Jones one of the Serjeants of this Honble Court —

This Deponent Maketh Oath and Saith that on the second day of this Instant February, he this Deponent served the abovenamed Defendant with a Rule issuing out of this Honble Court purporting that the above Cause would come on to be heard in this Honble Court on Tuesday the fifth day of this Instant February by delivering to the said Defendant the said Rule —

Sworn to in
Court 5th Febry.
1782 James Taylor
Regr.

Thomas Jones
atty. for Complt.

Thomas Jones
Court Serjt.

Mayor's Court at Madraspatnam } { Saturday the 16th Day of March Anno Domini 1782 —

Present

Edward Garrow Esquire Mayor
James Call — Edward John Hollond —
William Webb — Robert Duncan Munro
and Hugh Maxwell — Aldermen

Between Kistnadoss Virjedoss
by his Attorney John Jane of
Madraspatnam aforesaid Inhabi-
tant Complainant and Mode
Manavardoss of the same place
Inhabitant Defendant.

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Complainant / the Attorney for the Defendant have declined Acting / on Reading the Affidavit of Thomas Jones of Service of Notice of Hearing the Complainants Bill with an Account Current and Copy of Translation of a Mortgage Bond and also Copy of an Assignment annexed, The Defendants Plea and Amended Answer, The Amended Replication, The Amended Rejoinder, The Interrogatories and Depositions on the part of the Complainant with

Exhibit

Exhibits Marked A&B. annexed On Hearing the Pleading Made Use of by the Attorney for the Complainant and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One thousand four Hundred and fifty Eight Pagodas forty fanams and Seventeen Cash Pagodas 1458. 40. 17. / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

&c

Filed the 1st June 1778/

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Coja Ovanes Punathum of Madras Merchant that Casha Rangoo Puntuloo and Didy Aucharloo Naick of the same place Inhabitants Stands Indebted unto your Orator in the full and just Sum of One Hundred and Ninety two Pagodas twenty four fanams and fifty four Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for Every Pagoda the Sum of Seventy Seven Pounds or thereabouts as will more fully and at large appear by an Account Current as also by Copy of the Transla-tion

Translation of a Bond or Obligation given and granted unto your Orator by the said Casha Rangoo Puntuloo and Didy Aucharloo Naick on the fourth day of March in this present Year of our Lord One thousand Seven Hundred and Seventy Eight hereunto annexed for the Inspection of this Honble Court both which your Orator prays may be admitted as part of this his Bill of Complaint And whereas Your Orator hath frequently and in an amicable Manner requested Payment of the said Sum of one Hundred and Ninety two Pagodas twenty four fanams and fifty four Cash from the said Casha Rangoo Puntuloo and Didy Aucharloo —

But now so it is May it Please this Honble Court the said Casha Rangoo Puntuloo and Didy Aucharloo Obstinately and wilfully refuses to Pay the Same or to give your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a General relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Casha Rangoo Puntaloo and Didy Aucharloo may upon their Corporal Oath full true Direct and perfect answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truely and Effectually to all Intents and purposes as if the same were here again repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of one Hundred and thirty two Pagodas twenty four fanams and fifty four Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Casha Rangoo Puntaloo and Diddy Aucharloo to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

W. C. Dudley
Atty. Compl.t

Dr. {Casha Rangoo Puntuloo & Didy Aucharloo in Account Current with Coja Ovanes Perathan} Cr.

1778 March	4th	To the Amount Principal of Your Bond to me of this date Payable in two Month	197	"	"	1778 March	4th	By 1 Tub of Sugar Candy	6	10	40
May	28th	To Interest on ditto from the 4th May 1778 to this day is 24 days @ 9 per Cent per annum	1	37		May	28th	By Interest on ditto from 4th May 1778 to this day is 24 Days @ 9 per Cent per annum	"	1	64
									6	10	24
								By Ballance	192	24	54
		Pagodas	198	37				Pagodas	198	37	

Fort St. George
Errors Excepted

Dated 4th March 1778

We Casha Rangoo Puntuloo and Didy Aucharloo Naick Do give this Obligation Bond to Coja Ovanes Perattam of Madras that we Bought of you the Sugar Candy for the Sum of One Hundred and Ninety Seven Pagodas which Sum we jointly and Seperately promised to Pay you at the Expiration of two Months Indefault of Payment Payable on Demand with Such Interest as may become due thereon after the Rate of Nine per Cent per annum.

Witnesses
Mangam paucham
Maroodapen & Vincata
Chellum

(Signed) Casah Rangoo Puntuloo.
&
Didy Aucharloo Naick.

A True Translation as near as can be from the Original Malabar Language Soobrayloo Sworn Interpreter.

W. C. Dudley
Atty. Compl.t

Filed 22d March 1779

The Seperate General Answer of Diddy Aucharloo Naick to the Bill of Complaint of Coja Ovanes Perattan.

This Defendant Now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Incertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he absolutely denies to stand Indebted unto the said Complainant in Manner as the same is charged in the said Bill of Complaint

All which Matters and things this Defendant is Ready and willing to Verify Maintain and Prove as this Hon'ble Court shall direct and humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this behalf Most wrongfully Sustained

J. Popham
Atty: for Defendant

Sworn to in Court.
25. March 1779

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Filed 5th April 1779.

The General Replication of Coja Ovanes Prattam of Madras Merchant Complainant to the General Answer of Diddy Auccharloo of the same place Inhabitant Defendant.

The said Repliant Saving to himself all advantages of

of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the Matters and things in and by his Bill of Complaint Already said he will justify Maintain and prove to be good Certain and Sufficient in the Law to be Answered unto in such Manner as the same are therein or thereby Setforth and declared and the Answer of the said Defendant is untrue and Insufficient in the Law to be by this Repliant Replied unto for Divers manifest Imperfection and Incertainties therein Contained

All which Matters and things this Repliant is Ready and willing to aver maintain and prove as this Hon'ble Court shall Direct and most humbly prays as in and by his said Bill of Complaint he hath Already Prayed.

M. Du Puy
Atty. Repl.t

Interrogatories to be Administred to Such Witnesses as Shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam wherein Coja Ovanes Pratam of Madras Merchant Complainant and Coja Rangapantloo and Diddy Auccharloo Naick of the same place Inhabitants Defendants.

On the part and Behalf of the Complat.

To all the Witnesses 1st Do you know the parties Complainant and Defendant in the Title of these Interrogatories Named If yea how long have you so known them or either and which of them Declare—

To Maliampauham Maroodapah and Vencah .... } 2d. Look on the Paper Writing Now produced and shewn to you at this the time of your Examination with the Letter A and purporting to be a Bond or Obligation from the Defendants to the Complainant in the Title of these Interrogatories Named for the Sum of One Hundred and Ninety Seven Pagodas Current money of Madras Was such Deed or Paper Writing executed and Signed in your presence by the said Defendant or by whom Was you a subscribing Witness to Signing and Execution thereof and is your Name Sett as a Witness thereto of your own hand writing and do you know the Hand writing of the other Witness thereto and is the same of the proper hand writing of such Witness and did you see him Sett his Name as a Subscribing Witness thereto: Sett forth the particulars at large According to the best of your knowledge and belief—

To all the Witnesses 3d. Do you know of any other Matter or thing or have you heard or Can you Sett forth any thing touching the Matters in question in this Cause that may tend to the Benefit and Advantage of the Complainant If yea Declare the same as you know have heard or been Informed and do believe together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated—

Atty: Compts.

Translation of a Bond Dated the 24th of February year called Yavilambe Answering to A.D. the 4th of March 1778—

We Coja Ranganapantloo and Diddee Aucharoo Naick do give this Bond to Cojah Ovaness Orattam that is to Say—

We bought of you Sugar Candy to the Amount of (197) one hundred and Ninety Seven Pagodas payable in 2. Months in default of the said payment then we bind our selves to pay you on demand Jointly and Separately with such Interest as may become due thereon at the rate of 9 p Cent p Annum

Witnesses Signed
Maaliampauham Moorodapah
Vencata—

(Signed)
Coja Rangapantolo
Diddee Aucharloo.

A true Translation as near as can be from the Malabar Language
Soobaroyamo
Interpr.

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

[illegible]
[illegible]

[illegible]
[illegible]
[illegible]

Exhibits on the part of the Complainant
marked A –

this Paper writing was shewn to Maleapaukam Maroodapah at the time of his Examination before me on the Part of the Compl^t. In a Cause depending in the Hon^ble the Mayor's Court of Madraspatnam wherein Coja Ovannes Piratham is the Compl^t. and Coja Rangapantloo and Diddy Aucharloo are Defend^ts. One the 6^th day of October Anno Domini 1781. –

Rich^d Dighton
Exam^r.

Mayor's Court at Madraspatnam – Between Coja Ovanes Piratam of Madraspatnam Merchant Complainant and Coja Rangapantloo and Diadee Aucharloo Naick of the same Place Merchants Defendants.

On the Part of the Complainant

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

Maliampaukam Maroodapah of Madras Merchant Aged 44 years or thereabouts – being produced as a Witness in this Cause on the part of the Complainant was on the 6^th Day of October 1781 Signified at the Office of M^r Stephen Popham – who is Attorney for the Defendants by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth –

1 . . . . . . To the first Interrogatory this Deponent saith, that he doth

doth know the Complainant Coja Ovanes Pirattam in this Cause, and that he hath so known him ten Years or thereabouts – and that he doth know the Defendants Cojah Rangapantloo and Diddee Aucharloo Naick in this Cause, and that he hath so known them five Years or thereabouts – and more Saith not to this Interrogatory –

2 . . . . . . To the Second Interrogatory this Deponent Saith, on producing and shewing to him at this the time of his Examination the Paper Writing Marked with the Letter A. and purporting to be a Bond or Obligation from the Defendants to the Complainant in the Title of these Interrogatories named for the Sum of One Hundred and ninety Seven Pagodas Current Money of Madras that the said Deed or Paper Writing Marked A. was executed and signed in this Deponents presence by the said Defendants and that he was a Subscribing Witness to the Signing and Execution thereof and his name set as a Witness thereto is of his own hand writing and this Deponent doth know the hand Writing of the other Witness thereto Subscribed and the same is of the proper hand Writing of such Witness and he did sign his name as a Witness thereto in this Deponent presence and said Deed was drawn out by this Deponent – and more Saith not to this or the last Interrogatories –

[illegible]

Rich^d Dighton
Exam^r.

Filed 19th Febry 1782

In the Hon^ble the Mayor's Court at Madraspatnam.

Between Coja Ovannes Pirattam of Madras Merchant Complainant and Diddy Aucharloo and Caca Ranga -puntaloo of the same place Inhabitants Defendants—

The Affidavit of Thomas Jones One of the Serjeants of this Court— The Above Named Thomas Jones Maketh Oath and Saith that he did go to the House of the Above Named Diddy Auchar-loo one of the Defendants with the Rule of this Hon^ble Court About hearing the Above Cause in Order to Serve the same upon the Said Defendant but Could not find him at Home which made him this Deponent to Leave the said Rule at his House—

Sworn in Court
this 19th February 1782.
James Taylor
Reg^r.

Thomas Jones
Court. Serjeant.

Mayor's Court at Madraspatnam

Saturday the 16th Day of March
Anno Domini 1782

Present
Edward Garrow Esquire Mayor
James Call— Edward John Holland

William

William Webb— Robert Duncan Munro and Hugh Maxwell— Aldermen—

Between Coja Ovanes Pirattam of Madras Merchant Complainant and Casha Ranga Puntaloo and Diddee Aucharloo Naick of the same place Inhabitant Defendant

This Cause Coming on to be heard and Debated this Day in the presence of the Attorney for the Complainant / The Attorney for the Defendant having Declined Acting / on Reading the Affidavit of Thomas Jones of Service of Notice of Hearing, the Complainants Bill with an Account Current Copy of the Translation of a Bond or Obligation annexed, the Defendant Diddy Aucharloo Separate General Answer, the General Replication, the Interrogatories and Deposition on the part of the Complainant with an Exhibit Marked A: Annexed On Hearing the Pleadings Made Use of by the Attorney for the Complainant and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Ninety two Pagodes Twenty four fanams and fifty four Cash / Pag^s. 192.. 24. 54.. / together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Hbur—

Filed the 22d Febry 1782/

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Welch of Fort Saint George Merchant that Yellapah Chitty of Madras Merchant Stands justly and truly indebted unto Your Orator in the full and just Sum of three hundred and Six Pagodas thirty three fanams, and thirty Eight Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Twenty two Pounds fourteen Shillings and upwards As will more fully and at large Appear by the Ballance of an Account Current hereunto annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Whereas Your hath frequently and in an Amicable manner requested payment from the said Yellapah Chitty of the said Sum of three Hundred and Six Pagodas thirty three fanams and thirty Eight Cash—

But now so it is and May it please this Honble Court the said Yellapah Chitty Obstinately and willfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Yellapah Chitty may upon his Corporal Oath full

full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truely and effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three Hundred and Six Pagodas thirty three fanams and thirty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court the said Yellapah Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley
J. Atty Complt

Dr. — Yellapah Chitty in Account Current With Thomas Welch — Cr.

			Pag.	Fa.	Cash
1778 May	1st	To 237 Muster Seeds Sold for two Months Credit ℔ 33986 Deduct Tare 585 Net Wt. 33401 @ 500 ℔ ℔ Candy is Cy. 66 Mds. 16 ℔ 1 @ 37½ Pagodas ℔ Candy	258	37	3
		To Interest on Pags. 258. 37. 3 from 1st July to 16th February 1779 is 7 Md. 15 Ds. @ 12 ℔ Cent ℔ Annum	19	17	35
		To Godown Rent from 1st May 1778 to 16th February 1779 is 9 Mt. 15 Ds. @ 3 Pags. ℔ month	28	21	—
		Pagodas	306	33	38

			Pag.	Fa.	Cash
1779 Febry	16th	By Ballance due	306	33	38
		Pagodas	306	33	38

Fort St. George 16th Febry 1779
Errors Excepted
℔ T. Welch

Filed 5th July 1779

The Amended Answer of Yellapah Chitty of Madras Merchant Defendant to the Bill of Complaint of Thomas Welch of Fort Saint George Complainant

This Defendant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised doth Matterially concern him to make Answer unto he this Defendant Answereth and Saith that he Absolutely Denys to Stand Indebted unto the said Complainant either in the Sum of Three Hundred and Six Pagodas Thirty three fanams and Thirty Eight Cash Current Money of Madras as the Same is Unjustly and falsely Setforth and Stated in the said Complainants Bill of Complaint and in the Account Current thereunto Annexed nor in any other Sum or Sums of Money whatever And this Defendant in the first Place saith that he hath never Seen nor ever Spoke to nor had any dealings or any manner of Connexions with the Complainant in this Cause But this Defendant Saith that about Eleven or Twelve Months ago one Iroshapah Chitty in the Name of Iyapoo Moodelly of Madras Dubash offered to Sell and Accordingly Sold unto this Defendant Thirty Seven Bags of Mustard Seed after the

Rate of three Pagodas and Seven Eights of a Pagoda per Candy which he the said Irshapah Chitty for and in behalf of the said Iyapen Moodelly was to weigh and Deliver unto this Defendant agreeable to the Sample then Shewn and Given unto this Defendant by the said Irsapah Chitty and for the better Effecting and binding the said Contract he the said Irshapah Chitty did Demand and Receive of this Defendant the Sum of One fanam by way of Earnest which the said Irshapah Chitty paid to the said Iyapoo Moodelly – the said Thirty Seven Bags of Mustard laid then about Six Days at the Beach and were Inspected by this Defendant and the same Answered to the Muster or Sample and this Defendant by the Request of one Trevumbleum Chitty promised to allow him Trevumbleum Chitty one half Concern of the said Thirty Seven Bags of Northward Mustard and they both Engaged to let one Poodochery Cheddembrum Chitty have two Candy Three Maunds and four Pounds thereof, about three days after which this Defendant was called upon by a Person belonging to Iyapoo Moodelly for to attend and see the said Thirty Seven Bags of Northward Mustard Weighted at the Beach, this Defendant Accordingly for himself and for the said Trevumbleum Chitty followed the said Iyapah Moodelly's Peon to the Beach, where one Poorah Reddy Conicoply to the said Iyapoo Moodelly instead of weighing and Delivering unto this Defendant the said Thirty Seven Bags of Northward Mustard which he

this

this Defendant had purchased of the said Iyapoo Moodelly in the Manner aforesaid, he the said Poorah Ready first Insisted upon this Defendant Weighing and Receiving Two Hundred Bags of Bengal Mustard that were Stored in a Godown Five or Six Months before and which is Generally not only Estimed Inferear to the Northward Mustard and always Sold for less than the Price that Northward Mustard well fetch, but the same was also so entirely decayed and Unfit for use, that no Merchants would Venture to Purchase the same at any price and Moreover the said Irsapah Chitty nor the said Iyapoo Moodelly ever treated or Bargained with this Defendant for more than the said Thirty Seven Bags of Northward Mustard, this Defendant therefore Absolutely Refused to Weigh and Receive the said Two Hundred Bags of Bengal Mustard Seed and Accordingly informed the said Iyapoo Moodelly and Irshapah Chitty thereof, and that this Defendant was always and still Ready to Weigh and Receive the said Thirty Seven Bags of Northward Mustard purchased of him the said Iyapoo Moodelly as aforesaid and no More was Spoke of the said Matter untill the Month of April in this present Year of our Lord One thousand Seven Hundred and Seventy Nine when this Defendant was Suddenly Arrested and Committed to Prison and Released by filing of Special Bail at the Suit of the Complainant for the whole Amount of the said Two Hundred Bags of Bengal Mustard and Thirty Seven Bags of Northward Mustard as likewise for Godown Rent and Interest as the same is Unjustly and Wrongfully Charged this Defendant with by the Complainant in the Account Current Annexed to his Bill of Complaint, and the said Poodechery Cheddembrum hath Received his said Two Candys three Maunds and four Pounds of Mustard from the said Thirty Seven Bags without the Knowledge or Consent of this Defendant and of the said Trevemblum Chitty And this Defendant further Saith that he and the said Irshapah Chitty having lately disagreed Regarding Certain Brokerage in the purchase of Sum Sugar the said Irshapah Chitty hath frequently threatned to Ruin this Defendant and this Defendant can only Suppose the present Action to arise from his instigation and Malice, for when this Defendant was Committed to Goal as aforesaid one of this Defendants friends told the said Irshapah Chitty that he had at last put his threats in Execution when the said Irshapah Chitty told him that the execution of his threats was not yet at an End Unless he would See this Defendant Utterly Ruined altho' the said Irshapah Chitty himself who Acted but as a Broker Acknowledged to Certain Persons that the Mustard this Defendant had Bought was no more than the said Thirty Seven Bags of Mustard of the Northward Quality and that it was an

Imposit

Imposition of the said Iyapoo Moodelly's, to force this Defendant to take the Two Hundred Bags of Bengal Mustard which he said this Defendant had never Purchased this Defendant therefore and for the Reasons aforesaid humbly Implores the Aid and Assistance of this Hon'ble Court in the aforegoing Premises and that the said Complainants Bill of Complaint to be Dismissed with Costs —

All which Matters and things this Defendant is Ready and willing to Aver maintain and prove as this Hon'ble Court shall Direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained.

Atty. Defendt.

Filed 6th Septr. 1779

The Replication of Thomas Welch of
Fort Saint George Merchant Complainant
to the Amended Answer of Yellapah
Chitty of Madras Merchant Defendant

The said Repliant Now and at all times hereafter Saving and Reserving unto himself all and all manner of benefit and advantage of Exception to the many Errors Untruths Uncertainties and Imperfection in the Defendants said Answer contained for Replication thereunto Saith that all and every the Matters and things in and by his said Bill of Complaint are good true certain and sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby Setforth and alledged and that the said Answer of the said Defendant is very untrue Evasive and insuffecient in the Law And for further Replication the said Repliant Says, that the Defendant does Stand justly and truly indebted unto him the Repliant in the Sum of three Hundred and Six Pagodas thirty three fanams and thirty Eight Cash as Setforth in his Bill of Complaint and Stated in the Account Current thereunto annexed, Notwithstanding any thing by the said Defendant in his Amended Answer alledged to the Contrary, The said Repliant further Says in Reply to the Defendant in his Answer Saying that he never Saw or Spoke to the said Repliant nor had any dealings or any manner of Connexion with him" That on the Twenty Ninth day of April in the Year One thousand Seven Hundred and Seventy Eight, the Defendant in Company with Tyapoo Moodelliar of Madras, the Repliants Dubash, did come to the House of the said Repliant in order to purchase a Quantity of Mustard Seed then belonging to and the Property of the said Repliant and after some previous discourse had by and between the Repliant and the said Defendant by the means of the said Tyapoo Moodelliar, he the said Repliant, did Bargain, and Sell unto the said Defendant, Two Hundred and thirty Seven Baggs of Mustard Seed to be delivered to him agreeable to the Muster then at the time of the Bargain Produced the said Defendant tendering and did give unto the said Repliant one fanam as Conclusion to the said Bargain and which the said Repliant Accepted on that Account the said Repliant further Says that immediately or soon after, the Striking of the said Bargain the said Defendant requested of the Repliant to direct his Dubash the said Tyapoo Moodeliar to Weigh and deliver unto the said Defendant the said Two Hundred and thirty Seven Baggs of Mustard Seed, and in order to facilitate this delivery the Repliant has since been informed that the said Tyapoo Moodelliar did give Orders to one Povreddy the said Repliant's Conicoply to Weigh off and deliver

unto

unto the said Defendant the said Two Hundred and thirty Seven Baggs of Mustard Seed and in Consequence of such directions the said Povereddy did Attend upon and requested of the said Defendant to see the said Baggs of Mustard Seed weighed off and delivered, but for reasons best known to the Defendant, he Neglected so doing whereby the said Mustard Seed is much depreciated in its value, by length of time and continual Expence in keeping the same in the Repliants Godowns the said Repliant further Says, that he has been informed that the said Defendant had engaged apart of the Mustard Seed to some Merchants, but some difference arising among the parties the engagement was broke off and the whole of the Mustard Seed was the Sole Concern of the said Defendant, the said Repliant further says that his said Dubash has informed him that the Sum of four Pagodas ꝑ Candy had been offered but the day before the whole was Sold to the Defendant for a Quantity of the said Mustard Seed and Refused by the said Repliants People, the said Repliant further Says that by leave of this Hon^ble Court, he observes that the Defendant in his Answer Says "he only purchased thirty Seven Baggs of Mustard Seed of one Irshapah Chitty for and on Account of the said Repliants Dubash Tyapoo Moodelliar at the Rate of three Pagodas and Seven Eighths of a Pagoda & Candy, The Repliant having before alledged that four Pagodas & Candy was offered for a Quantity, it is not likely that for so Small Quantity as thirty Seven Baggs a less Sum should be Agreed on, as the price & Candy, the fact Speaks for itself, And with respect to the property being in the Defendant, the Repliant further begs leave of this Honble Court to observe, that the Defendant having so bargained for the whole of the Said Mustard Seed and bound the Repliant to a performance by the Consideration of one fanam, the property that instant was in the Defendant and the Value in the Repliant and the weighing and delivery as no time was fixed for the doing of this, this Transaction was to take place as soon as possible, so that the Repliant become immediately on Striking of the Bargain a Trustee for the Mustard Seed to the Defendant and therefore to Ascertain the value, the Repliant was under the Necessity of weighing the same and depositing it in the place where it Original was for which place or Bankshall the Defendant is bound in both Law and Equity to pay as it is his own fault he has not fetched it away, as the Mustard Seed has been ready to be Reweighed and delivered to the Defendant when he pleased, the Said Repliant further Says, that the said Bargain for the Mustard Seed contained in the Two Hundred and thirty Seven Baggs was a fair Bargain, made

in

in the presence of the Repliant and a Consideration given by the Defendant to the Repliant, which immediately made a Transfer of the property from the one to the other the Weighing and Receiving of the Baggs of Mustard Seed being no more than a Secondary Act for the Completion of the Transfer for although the delivery is said not to have been effected in Effect yet virtually it was so, because the Repliant could never have disposed of the property without the Assent of the Defendant who had a Right of Action against the Repliant for a delivery to him the Defendant whenever he thought proper, this Right of Action has been long Established in favor of the purchasor upon a Consideration, has a done And is a Common Right among all Merchants Traders Dealers and Chapmen, the said Repliant further Says that it appears very evident from the Defendants own shewing that on Account of some difference arising between him the Deft and some Merchants, that were to be joined in the Purchase, though not openly, yet privately, that the Deft is Sadled with the whole of the Two Hundred and thirty Seven Baggs of Mustard Seed, which was contrary to his Original intention, he the Defendant being desirous of trying to get from off his Bargain relating to the purchase of the Two Hundred and thirty Seven Baggs of Mustard

Seed, under the pretence of his purchasing only thirty Seven Baggs— All which Matters and things this Replicant is ready and willing to aver maintain and prove as this Hon.ble Court shall direct and most humbly prays as in and by his said Bill of Complaint he hath already prayed.

Chas. Bromley
Atty Repl.t

Filed 2: Nov: 1779.

The Rejoinder of Yellapah Chitty of Madras Merchant Defendant to the Replication of Thomas Welch of Fort Saint George Merchant Complainant.

The said Defendant now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Errors Untruths Uncertainties Insufficiencies and Imperfections in the Replicant said Replication contained for Rejoinder thereunto the said Defendant says that all and Singular the Matters and things by him the said Defendant in his said Answer Setforth and Stated are Good true certain and Sufficient in the Law to be Replied unto in Such Manner and formes the same are therein and thereby Setforth and Alledged and that the Replicants said Replication is Very untrue Evasive and Insufficient in the Law And the said Defendant for further

Rejoinder

Rejoinder Saith, that he Doth Still Absolutely deny to Stand Indebted Unto the said Complainant either in the Sum of three Hundred and Six Pagodas thirty three fanams and thirty Eight Cash, as the Same is Unjustly and falsely setforth and Alledged by the said Complainant in his Replication, nor in any other Sum or Sums of Money whatever— And this Defendant Doth Still Affirm never to have Seen or Spoke to the Complainant Nor to have had any Dealings or any manner of Connexions with Him It is Consequently false in the said Complainant to Say that this Defendant had been to his House either on the Twenty Ninth Day of April in the Year of our Lord one Thousand Seven Hundred and Seventy Eight, or at any Other time or times whatever in the Company of Iyapah Moodelliar Alias Iyapoo Moodelly the Compy: Dubash for to purchase any quantity of Mustard Seed, as the property of the Complainant, and with whom this Defendant also denies to have had any previous or other discourses And this Defendant denies ever to have Bargained and purchased from the Complainant Two Hundred and Thirty Seven Bags of Mustard Seed or any other Goods either by the Means of the said Iyapoo Moodelliar or by the Means of any other Person or persons or that the Same was to be delivered Agreeable to Muster then Produced and Shewn to this Defendant, nor did this Defendant ever Tender or give the Complainant one fanam by way of earnest of the said Pretended Bargain nor did the Complainant Accept the Same, nor did this Defendant ever Request the Complainant to direct his said Dubash Tyapah Moodelliar to Weigh and deliver this Defendant the said Two Hundred and thirty Seven Bags of Mustard Seed, and that his Dubash Ordered One Povurreddy Alias Poonah Ruddy Conicoply to the Complainant to do it, and that he in Consequence thereof did Attend and Request this Defendant to See the said Two Hundred and thirty Seven Bags of Mustard Seed Weighed off and delivered or that this Defendant Neglected receiving the Same and that thereby the said Mustard Seed became less in Value, whereas the Same and every part and parcell thereof And of the Complainants said Replication is totally false and Untrue especially when this Defendant doth avow and protest to have purchased of one Irshapah Chitty on Account of the said Tyapah Moodelliar (the first Dealings this Defendant Ever had with him) no More than Thirty Seven Baggs of Northward Mustard at three Pagodas And Seven Eighths of a Pagoda ꝑ Candy which the said Irshapah Chitty Engaged to Weigh and Deliver unto this Defendant Agreeable to Sample then Shewn and given by him to this Defendant, when this Defendant did at the Same time pay him one fanam As Earnest to Close the said Bargain of Purchasing, and which One fanam the said Irshapah Chitty did pay to the said Tyapah Moodelliar in the yard of the Portuguese Square within the White

Town

Town, and the Thirty Seven Bags of Mustard Seed were then laying six Day at the Beach, and were Examined by this Defendant which Agreed with the Sample, in which said purchase one Trevumblum Chitty was one half Concerned with this Defendant and this Defendant with the said Trevumblum Chitty engaged to Let one Poodochery Cheddumbrum Chitty have of the said Thirty Seven Bags of Mustard Seed Two Candys three Maunds, and Four Pounds Weight thereof the Remaining of the said Mustard Seed which fell to this Defendants Share was Fourteen or fifteen Bags, which Irshapah Chitty told this Defendant in the presence of Certain persons could be very well Stored Under the Verando of a house Rented by this Defendant, after which the Apprehension this Defendant was in on Account of purchasing the +. the of the said Thirty Seven Bags was at an End. But when this Defendant had by a Message from the said Tyapah Moodelliar waited at the Beach for to See the said Thirty Seven Bags of Northward Mustard Weighed the same said Povurreddy instead of weighing and delivering unto this Defendant the said Thirty Seven Bags of Northward Mustard Seed, which this Defendant had purchased from the person and manner aforesaid, he insisted upon this Defendants Weighing and Receiving Two Hundred Bags of Bengall Mustard Seed that were stored in a

Godown five or Six Months before not only Inferior to the Northward Mustard and of Leſs than half the Value, but was also so much decayed as to be Unfit for Use, and no Merchants would Venture to purchase the same at any Price, which was Accordingly Confirmed by Several Merchants upon Viewing the Sample delivered this Defendant as aforesaid, and the Muster of the Bengall Mustard, and was by them Declared to be a Great piece of Justice on the said Tyapah Moodelliar, this Defendant therefore prays that the Complainant may be Obliged to produce a Small Quantity of both the said Northward Mustard and Bengall Mustard Seed before this Honble Court that the Merchants may View the Same and Give their Opinion upon Oath. This Defendant therefore Absolutely Refused to Weigh and Receive the Same, but only the said Thirty Seven Bags of Northward Mustard Seed and Accordingly made the Same known to both the said Tyapah Moodelly and Ishapah Chitty, and this Defendant then was and Still is Ready to Weigh and Receive the said Thirty Seven Bags of Mustard Seed, having nothing to do with the said Two Hundred Bags of Bengall Mustard and from that time nothing further was said of the said Matter Untill the Month of April in this present Year One thousand Seven Hundred and Seventy Nine when this Defendant was Arrested all of a Sudden and Committed to prison and Released by Special Bail being filed at the Suit of the said Complainant for the Whole of the said Thirty Seven Bags of Northward

mustard

Mustard Seed and Two Hundred Bags of Bengall Mustard Seed as Likewise for Godown Rent and Interest upon the whole and the said Poodechery Chuddumbrum Chitty hath since Received his Concern of the said Thirty Seven Bags of Northward Mustard being Two Candys three Maunds and four Pounds Weight thereof without the Consent of this Defendants and of the said Trevumblum Chitty and it is Impoſsible to believe that any Person whatever would have offered Four Pagodas & Candy for a party of the said Bengal Mustard seed a day or Two before the pretended purchase of this Defendant, as it is not worth Two Pagodas a Candy and the Northward Mustard Seed which was no more than the said Thirty Seven Bags was worth Four Pagodas a Candy and was purchased by this Defendant for three Pagodas and Seven Eights of a Pagoda & Candy, so that the whole of the Arguments made Use of by the Complainant in his Replication on that head are very ill founded and more particularly so when this Defendant again saith that he had Bargained and purchased of the said Ishapah Chitty in the Name of the said Tyapah Moodelliar, no more than the said Thirty Seven Bags of Northward Mustard, Seed, and this Defendant always was and is Still Ready to Weigh and Receive the Same this Defendant Cannot therefore be bound either by Law or Equity to pay for the place or Banksall in which they were Stored And it is Consequently Inconsistent with Reason itself for this Defendant to Answer the Pleadings and arguments of the said Complainant which he has Grounded upon the whole of the said Two Hundred and thirty Seven Bags of Northward and Bengall Mustard Seed nor is this Defendant any way Obliged to do the Same, as this Defendant had Bargained for And Purchased no more than the said Thirty Seven Bags of Northward Mustard Seed in the Manner and form Related in his Answer And in this his Rejoinder, and this Defendant further Saith that the said Irshapah Chitty hath on Account of their disagreeing in the partition of Certain Brokerage frequently threatned to Ruin this Defendant and this Defendant hath therefore reason to Suspect him to be the Author of the Commencement of this present Action for when this Defendant was in prison at this Suit one of this Defendants friends told the said Irshapah Chitty that he had at Least put his Threats in Execution, but Irshapah Chitty told him that the Execution of his menaces was not yet at an End, Unleſs he should bring this Defendant Utterly Ruin'd Although, he the said Irshapah Chitty himself did before that tell Certain persons that the Mustard Seed this Defendant had bought was only the said Thirty Seven Bags of Northward Quality and that it was on

Imposit.

Imposition of the said Tyapah Moodelliar's to Carry the whole of the said Two Hundred and Thirty Seven Bags of Mustard Seed to this Defendants Charge, which he Declared this Defendant had ever Purchased no other Merchants but him had any difference with this Defendant, who were to be Joined or had any Connexion in the said purchase, Either privately or Openly in the Manner pretended by the Complainant in his Replication, nor was it ever the Intention of this Defendant to purchase the whole of the said Two Hundred and Thirty Seven Bags of Mustard Seed, especially when no Merchants would ever Give more then a Pagoda ꝑ Candy for the Bengall Mustard and it would be absurd in this Defendant to go and Give Three Pagodas And Seven Eights. of a Pagoda for it a Candy – and Lastly this Defendant Saith that he has Good Reason to Believe that Mr. Thomas Welch the Complainant in this Cause to be an Utter Stranger with the matters in Question Except what his said Dubash Tyapah Moodelliar might have Informed him of Consequently the present Suit is merely Upheld and Supported by the said Tyapah Moodelliar in confederation with the said Irshapah Chitty, so that, if they will, this Defendant therefore prays that in Case of their being examined as Witneſs that they may be put to their Oaths at Triwatoor Pagoda to the Juſtneſs of the Purchase Charged to this Defendant

All which Matters and things this Defendant is Ready and Willing to Aver Maintain and prove in such Manner and form as this Hon.ble Court shall direct and humbly prays as in and by his said Answer he hath already Prayed

Wm Dudley
Atty: Defend.t

Witnesses
Iayapoo Moodelliar
Irshapah Chitty
Annandaon
Chippermaul Chitty
Candapah Chitty
& Trivembala Chitty

Interrogatories to be Administred to Such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at issue in the Hon.ble the Mayor's Court at Madraspatnam wherein Thomas Wilen of Fort Saint George Merchant is Compl.t and Yellapah Chitty of Madras Merchant is Defendant — On the Part and behalf of the Complainant.

To all the Witnesses 1st: Do you know or Do you not know the Parties Complainant and Defendant in the Title of this Interrogatory Named, if yea how long have you so known them or either and which of them Declare.

Iyapoo Moodelliar 2: Did you or Did you not on or about the 27th of April in the Year One thousand Seven hundred and twenty Eight, in Company with the Defendant, go to the

the House of the Complainant for to purchase a Quantity of Mustard Seed, the Property of the Complainant, and whether any or what discourse did pass between the Complainant and Defendant, through your means And whether the said Defendant did or did not, after such Discourse purchase from the Complainant 237 Bags of Mustard Seed at the Rate of 3 Pagodas and 7/8 p.r Candy and whether the same was or was not to be delivered to him the said Defendant agreeable to the Sample then produced at the time of the Bargain and whether the Defendant did or did not tender and give unto the Complainant, One fanam as conclusive to the said Bargain, and whether the said Complainant did or did not Accept of it. If yea: Declare. Do you know or Do you not know whether the Defendant did or did not soon after the Stricking of the said Bargain request of the Complainant to direct you to Weigh and deliver unto him the Defendant the said 237 Bags of Mustard Seed, and whether you did or did not after such direction, Order the Complainants Conicoply Named Poonaddy to do it, and whether the said Conicoply did or did not Attend upon and desire the said Defendant to see the said Bags of Mustard Seed, Weighed off and delivered and whether the Defendant did or did not promise to Receive from the said Conicoply, as soon as he would procure Scales and Weights, And whether the said Conicoply did or did not Accordingly procure Weights and

Scales, And whether the said Defendant did or did not neglect receiving the same and for what reason and whereby the said Mustard Seed was much diminished in its value, by length of time and continual Expence in keeping the same at the Complainant Godown, if yea Declare, Did you or did you not by the means of one Irshapah Chitty, or whom Else by name Sell or dispose of 37 Bags of North Mustard Seed at the Rate of 3 Pagodes and 7/8 ꝑ Candy, and whether you did or did not Receive from the said Irshapah Chitty or whom Else by Name any or what Money for and on Account of the Defendt. as earnest to the said Bargain, The whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare.

Irshapah Chitty } 3. Was you or was you not, on or about the 29th of April in the Year One Thousand Seven Hundred and Seventy Eight, present and did see the Defendant go in Company with one Jayapoo Moodelly to the House of the Complainant and whether the Defendant did or did not then Purchase from the Complainant 237 Bags of Mustard Seed at the rate of 3 Pagodas and 7/8 ꝑ Candy, And whether the Defendant did or did not tender and give unto the Complainant, one fanam as Earnest to the said Bargain and whether — the Complainant did or did not Accept of it? if yea Declare, Do you know or Do you not know whether the 37 Bags of Northward Mustard Seed was or was not Sold by you to the Defendant for and on Account of Jayapoo

Moodelly

Moodelly, and whether You did or did not Receive from the Deft. and pay it to Jayapoo Moodelly the Sum of one fanam as earnest to the said Northward Mustard Seed then Purchased? Particularly Set forth and declare to the best of Your knowledge Remembrance and belief.

Annandam 4th. Was you or was You not, on or about the 29th of April in the Year of One Thousand Seven Hundred and Seventy Eight directed by Conicoply Povareddy, to go to the Defendant and to acquaint him to take away the said 237 Bags of Mustard Seed, which the Defendant had bought from the Complainant? and whether the said Defendant did or did not promise to Receive the same? Particularly Setforth and Declare to the best of Your knowledge and belief.

Cheppermaul Chitty } 5th. Was You or was You not on or about the 29th of April in the Year One Thousand Seven Hundred and Seventy Eight present and did see the Defendant go in Company with Jayapoo Moodelly to the House of the Complainant, and then and there did buy of the Complainant a large Quantity of Mustard Seed and whether the said Defendant did or did not tender and Pay unto the Complainant one fanam as earnest to close the said Bargain — Particularly Declare and Setforth to the best of Your Knowledge Remembrance and belief Touching and Concerning this Interrogatory —

Cundapah Chitty } 6th. Was You or was You not, on or about the 29th of April in the Year One Thousand Seven Hundred and Seventy Eight present and did see the Defendant go in Company with Iyapoo Moodelly to the House of the Complainant to purchase a Quantity of Mustard Seed the property of the Complainant and whether the said Iyapoo Moodelly did or did not immediately after such the Conversation of the Complainant, send any and what Message to Poarsiddy the Conicoply, to see the Complainants Mustard Seed Weighed off and delivered unto the said Defendant Declare and Setforth to the best of Your Knowledge Remembrance and belief.

Iruvimbala Chitty 7th. Was you or was you not, on or about the 29th of April in the year One Thousand Seven Hundred and Seventy Eight informed by the Defendant and one Irohapah Chitty at the Sea Gate that they were going to purchase a Quantity of Mustard Seed the Property of the Complainant, and whether you did or did not inquire from them the Quantity they intended to purchase and whether they did or did not inform you of the Quantity of Mustard Seed intended to be purchased Did you or Did you not inform them of any and what Quantity was to be sold and dispose of by the Complainant and whether you did or did not make any and what promise and undertaking as to the Share you would take therein. Particularly Setforth and Declare to the best of Your Knowledge Remembrance and belief.

To all the Witnesses 8th. Do you know of any other Matters or things or have you heard or can you setforth any thing touching the Matters

in

in Question in this Cause, that may tend to the benefit or Advantage of the Complainant? If you Declare the same as you know have been informed or do believe together with the reasons of such your belief as fully as if you had been thereunto Particularly Interrogated—

Chas. Bromley
Atty. Compt.

Mayor's Court at Madraspatnam

Between Thomas Welch of Fort Saint George Merchant Complainant and Yellapah Chitty of Madras Merchant Defendant—

On the Part of the Complainant

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

Iayapoo Moodelliar of Madras Head Dubash Aged 38 Years or thereabouts—being produced as a Witness in this Cause on the part of the Complainant was on the 2d. Day of May 1781 Signified at the Office of Mr. Henry DuPuy who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st. .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Thomas Welch in this Cause and that he hath so known him Eight Years or thereabouts—and that he doth know the Defendant

Yellapah Chitty in this Cause, and that he hath so known him three Years or thereabouts – and more saith not to this Interrogatory –

2 .... To the Second Interrogatory this Deponent saith, that he was at Mr. Mowbray's House in the Fort when the Defendant Yellapah Chitty and Irsapah Broker came to him and direct this Deponent to go along with them to the Complt. Thomas Welch and Settle the Price of a Quantity of Mustard seed which the said Complainant had to dispose of and this Deponent, asked said Yellapah to let him know what price he would give as he could not spare time to be running about for nothing and he said he knew that four Pagodas ꝑ Candy had been offered for half the Quantity of Mustard Seed by one Armogum Chitty and if the Complainant would lower the Price a little he would take the whole of said Mustard Seed being two Hundred and thirty Seven Bags and accordingly this Defendant went with the said Defendant to the Rooms of Master Thomas Welch the Complainant and he asked the Defendant in the Road from Mr. Mowbray's to Mr. Welch's wether he had seen the Mustard Seed and he Replied he had seen said Mustard Seed, and afterwards this Defendant the Complt. and Defendant did make the Bargain with the Defendant in the Rooms of the said Complainant and the Defendant agreed to take the whole Quantity of said Mustard Seed

at

at 3. Pagodas and 78 ꝑ Candy and did give to the Complainant one fanam as Earnest for said Bargain, and the Complainant accepted of the same and allowed the Defendant two Months Credit and the Defendant asked this Deponent when he could Receive said Mustard Seed, and the Complainant ordered the Mustard Seed to be delivered immediately and accordingly this Defendant ordered his Servant to go with the Defendant to the Conicoplie at the Bankshall named Covaraddy and order him to deliver the said Mustard seed to the Defendant and this Deponent saith that Covaraddy told him in the evening that the Defendant had been for said Mustard Seed and had desired him to get the Scales and Weights Ready and he would come next Morning and Received the said Mustard Seed as it was too late to Receive it then and this Deponent saith that the Conicoply got the Scales and Weights Ready and the next Day sent to the Defendant and desired him to take away the Mustard Seed, and the Defendant postponed it for a fortnight and at last said to the Conicoply that there was a great Quantity of Mustard Seed and that he had only purchased thirty Seven Bags which he said he would Receive at any time of which this Deponent informed the Complainant who said he would insist on his paying the Money at the expiration of the two Months according to the bargain made, but that the Defendant has entirely neglected to receive any Part of the said Mustard Seed and this Defendant saith that the Mustard seed would Waste away and that the Complainant was at a Constant Charge of Godown Rent by the Neglect of the Defendant in not taking away the said Seed, and this Deponent saith that Ioshapah Chitty was present as a Broker at the time the Bargain was made with the Defendant for the sale of the Two Hundred and thirty Seven Bags but that there was not thirty Seven Bags of Mustard Seed sold to Ioshapah Chitty or thro' his means at the rate of 3. Pagodas and 7/8 p. Candy or any money received from him as earnest— and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

Tayapah

Mayor's Court at Madraspatnam

Between Thomas Welch of Fort Saint George Merchant Complainant and Yellapah Chitty of Madras Merchant Defendant

On the Part of the Complainant

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

—Annamalam of Madras Conicoplie Aged 38 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 7. Day of November 1781 Signified at the Office of Mr. Henry Du Pay who is Attorney for the Defendant by Ramasing my Servant who also left him a Note of the Name Title and place of Abode of the

the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1. To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Welch in this Cause, and that he hath so known him ten Years or thereabouts, and that he doth know the Defendant Yellapah Chitty in this Cause and that he hath so known him four Years or thereabouts— and more saith not to this Interrogatory—

4. To the fourth Interrogatory this Deponent saith, that the Defendant came to the Bankshall with a Peon sometime in the Month of April in the Year of our Lord One Thousand Seven Hundred and Seventy Eight when this Deponent and One Povareddy were present and the Defendant and the Peon desired this Deponent to go the Scales and Weights ready to weigh the Mustard Seed and he the Defendant would come and take it was the next Day, and this Deponent saith that the said Defendant did not come according to his Agreement and therefore Povareddy ordered this Deponent to go and Call the Defendant and this Deponent and a Peon went two or three times to the Defendant's House but they could not find him and afterwards this Deponent set a Peon to watch the Defendant who brought him to the Bankshall in about two or three Days where this Deponent then was and this Deponent desired the Defendant to take away the two Hundred and thirty

Seven Bags of Mustard Seed he had purchased of the Complainant and the Defendant said he had not purchased so large a Quantity but that he would go and call the People who had been concerned with him in the Purchase of the Mustard Seed and this Deponent saith that he the Defendant went away and he did not see him Afterwards – and more saith not to this or the last Interrogatory.

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between Thomas Welch of Fort Saint George Merchant Complainant and Yellapah Chitty of Madras Merchant Defendant.

On the Part of the Complainant

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

Chepermaul Chitty of Madras Merchant Aged 36 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 26th. Day of October 1781. Signified at the Office of Mr. Henry Dupuy who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1 . . . . To the first Interrogatory this Deponent saith, that he doth know the Complainant Thomas Welch in this Cause, and that he hath so known him ten Years or thereabouts, and that he doth know the Defendant Yellapah Chitty in

the

this Cause and that he hath so known him fifteen Years or thereabouts and more saith not to this Interrogatory –

5th. . . . . To the fifth Interrogatory this Deponent saith, that On the twenty ninth of April in the Year of our Lord One Thousand Seven Hundred and Seventy Eight he was in Company with Iyapoo Moodelliar at Mr. Mowbrays House when a Broker of the Name of Irsapah Chitty brought the Defendant Yellapah Chitty to the said Iyapoo Moodelliar and said he had got a Purchaser for the Mustard Seed when the said Iyapoo Moodelliar in Company with this Deponent the Defendant and the Broker and one Poovareddy went to the Complainants Rooms where the Complainant was Writing at his Desk, when the Defendant Yellapah Chitty gave the Complainant one fanam as Earnest for the Purchase of said Mustard Seed in this Deponents presence and the Complainant asked the Defendant Yellapah Chitty if he had seen the Mustard Seed and the Defendant replied that he had seen the Mustard Seed and this Deponent saith that the Broker Irsapah Chitty told Iyapoo Moodelly that one Natty Chitty armogam Chitty agreed to take One half of the Quantity of Mustard Seed belonging to the Complainant at the rate of four Pagodas ⅌ Candy and at the same time the Broker Irsapah Chitty told the said Iyapoo Moodelly that if he would give the Mustard Seed at one Sixteenth of a Pagoda ⅌ Candy lower that the Defendant Yellapah Chitty would take the whole Quantity and this Deponent saith that After this Conversation had passed at

Mr. Moubrays House the said Iyapoo Moodelly the Defendant and this Deponent and the others went to the Complainants Rooms as before setforth and the said Iyapoo Moodelly told the Complainant of what passed upon which the Complainant said it was better to Sell the whole Quantity at once therefore he agreed with the Defendant at three Pagodas and Seven Eighths of a Pagoda ℘ Candy—and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between Thomas Welch of Fort Saint George Merchant Complainant and Yellapah Chitty of Madras Merchant Defendant

On the Part of the Complainant

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

Cundapah Chitty of Madras Merchant Aged 38 Years or thereabouts being produced as a Witness in this Cause, on the part of the Complainant was on the 5th Day of May 1781 Signified at the Office of Mr. Henry DeFay who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st. .... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Thomas Welch in this Cause and that he hath so known him Four Years or thereabouts, and that he doth know the Defendant Yellapah Chitty in this Cause, and that he hath so known him Ten Years or thereabouts, and more Saith not to this Interrogatory—

6th. .... To the Sixth Interrogatory this Deponent Saith that he went

in Company with Iyahpoo and some others from the Sea Gate to the Rooms of the Complainant on the twenty ninth Day of April in the Year one Thousand Seven Hundred and Seventy Eight and the Defendant also accompanied them to the Room of the Complainant on said Day and this Deponent did see the Defendant give to the Complainant a Double fanam as Earnest for a Bargain then made for Mustard Seed at the rate of 3 Pagodas and 7/8 ℘ Candy and at the same time Iyahpoo sent an Order to the Conicoply Coouraddy to Weigh and Deliver the Mustard Seed to the Defendant—and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

Witnesses
Poovaready
Aromogum-

Additional Interrogatories

to be Administred to Such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at issue in the Honble. the Mayor's Court at Madraspatnam wherein Thomas Welch of Fort Saint George Merchant is Complainant and Yellapah Chitty of Madras Merchant is Defendant.

On the part and behalf of the Complainant

Interrogatory 1st. .. Do you know or Do You not know the parties Complainant and Defendant in the Title of this Interrogatory

To all the Witnesses

Interrogatory Named if you how long have you so known them or either and which of them Declare

Poovaveddy 2: .. Do you know or Do you not know whether the Defendant did or did not Purchase from the Complainant through the means of his Dubash Iyapoo Moodelly Two hundred and thirty Seven Bags of Mustard Seed at the Rate of three Pagodas and Seven Eighths of a Pagoda ⅌ Candy and whether the same was or was not to be delivered to him the said Defendant agreeable to the Sample then produced at the time of the Bargain and whether the Defendant did or did not tender and give unto the Complainant One fanam as conclusive to the said Bargain, and whether the said Complainant did or did not Accept of it if you Declare Do you know or Do you not know whether the Defendant did or did not soon after the Stricking of the said Bargain request of the Complainant to direct his said Dubash Iyapoo Moodelly to Weigh and deliver unto him the Defendant the said Two Hundred and thirty Seven Bags of Mustard Seed, and whether the said Dubash Iyapoo Moodelly did or did not after such Direction Order you as Conicoply of the Complainant to do it and whether you did or did not Attend upon and desire the said Defendant to see the said Bags of Mustard Seed Weighed off and deliver And whether the Defendant did or did not promise to Receive from you as soon as you would procure Scales and Weights and whether you did or did not Accordingly procure Weights and Scales, and

whether

whether the said Defendant did or did not Neglect Receiving the same and for what reason, and whereby the said Mustard Seed was much diminished in its value by length of time and Continual Expence in keeping the same at the Complts Godown particularly Setforth and Declare to the best of your Knowledge Remembrance and belief touching or Concerning this Interrogatory—

Armogam 3. .. Was you or Was you not informed by Iyapoo Moodelly Dubash to the Complainant that the Complainant had some Mustard Seed to be disposed off and whether you did or did not Apply to him to purchase half of the Quantity of the said Mustard Seed at the Rate of four Pagodas ⅌ Candy and whether you did not promise to get some other People to purchase the other half of the Quantity of the said Mustard Seed, and whether the said Iyapoo Moodelly did or did not Acquaint you that he would Speak to the Complainant and would let you know about it and whether you did or did not meet Iyapoo Moodelly the next day and ask him upon the Subject, And whether the said Iyapoo Moodelly did or did not Acquaint you that Yellapah Chitty meaning the Defendant has purchased the whole Quantity of the said Mustard Seed at the Rate of three Pagodas and Seven Eighth of a Pagoda ⅌ Candy if you Declare and Setforth the same to the best of your Knowledge Remembrance and belief

Last ... 4th .... Do you know of any other Matter or thing or have
To all the Witnesses
you heard or can you Setforth any thing touching the matters in Question in this Cause that may tend to the

benefit or Advantage of the Complainant if you Declare the same as you know have been informed or do believe together with the reasons of such your belief as fully as if you had been thereunto particularly Interrogated

Chas. Bromley
Atty: Compts.

Mayor's Court at Madraspatnam — Between Thomas Welch of Fort Saint George Merchant Complainant and Yellapah Chitty of Madras Merchant Defendant

On the Part of the Complainant

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

Poovareddy of Madras Conicoply Aged 30 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 9th Day of November 1781 Signified at the Office of Mr Henry De Fries who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1 .... To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Welch in this Cause, and that he hath so known him Eight Years or thereabouts and that he doth know the Defendant Yellapah Chitty in this Cause and that he hath so known him five Years or thereabouts and more saith not to this Interrogatory

2 .... To the Second Interrogatory this Deponent saith that the Defendant told him that he had purchased from the

Complainant

Complainant through the means of the Complainant's Dubash Iyapoo Moodelly Two Hundred and thirty Seven Bags of Mustard Seed at the rate of three Pagodas and Seven Eighth of a Pagoda ₩ Candy and that he had given the Complainant One fanam as Earnest to said Bargain and that the Complainant had accepted of it and this Deponent saith that soon after making the said Bargain a Conicoply belonging to the Complainant came to this Deponent and Ordered him to Weigh off and Deliver to the Defendant the said Two Hundred and Thirty Seven Bags of Mustard Seed and this Deponent saith he desired the Defendant to attend at the delivery of said Mustard Seed and the Defendant did promise to Attend as soon as this Deponent could procure Scales and Weights, and this Deponent saith that the Defendant neglected attending altho' he was desired several times and this Deponent saith, that he doth not know the reason why the Defendant neglected taking away said Mustard Seed but that said Mustard Seed must be decreased in its Value by the length of time it has been kept and the Complainant has been at a Continual expence for keeping the said Mustard Seed in Godowns and more saith not to this or the last Interrogatory

Richard Dighton
Examr.

Mayor's Court at Madraspatnam. Between Thomas Welch of Fort Saint George Merchant Complainant and Yellapah Chitty of Madras Merchant Defendant.

On the Part of the Complainant

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

Arronogam of Madras Merchat Aged 41 Years or thereabouts being produced as a Witneſs in this Cause on the Part of the Complainant was on the 10th Day of November 1781 Signified at the Office of Mr Henry Di Pay who is Attorney for the Defendant by Rumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1 .... To the first Interrogatory this Deponent saith that he doth not know the Complainant Thomas Welch in this Cause but he doth know the Defendant Yellapah Chitty in this Cause and that he hath so known him fifteen Years or thereabouts and more saith not to this Interrogatory—

3 .... To the third Interrogatory this Deponent saith that he was informed by Iyapoo Moodelly Dubash to the Complainant that the Complainant had some Mustard Seed to Dispose of and this Deponent saith that he did apply to Iyapoo Moodelly to Purchase some of said Mustard Seed and Offered at the Rate of four Pagodas pr Candy and this Deponent saith that if he knew any other Persons that wanted Mustard Seed he would get the said

said Mustard Seed Sold and this Deponent saith that Iyapoo Moodelly did say he would Acquaint the Complainant of his Offer and the next Day this Deponent met Iyapoo Moodelly who said that he had sold the whole Quantity of Mustard Seed to Yellapah Chitty meaning the Defendant at the rate of three Pagodas and Seven Eighths of a Pagoda pr Candy—and more saith not to this or the last Interrogatory

Richd Dighton
Examr

Interrogatories to be Administred to Such Witneſses as Shall be produced Sworn and Examined in a Certain Cause now depending and at Iſsue in the Honble the Mayor's Court at Maddraspatnam wherein Thomas Welch of Madras Merchant is Complainant and Yellapah Chitty of the same place Merchant Defendt

On the part and behalf of the Defendt

To all the Witneſses } 1st Do you know the Parties Complainant and Defendant in the Title of these Interrogatories Named If Yea how long have you so known them or either and which of them Declare

To Pulvarcotto
Vencatachillam Chitty
Coodecherry
Chedambra
Chitty Condapa
Chitty Vincada
Chitty & Moodoo-
mar Chitty } .... 2d Do you know have you heard or been informed of any and what quantity of Mustard Seed said to be the property of the Complainant being by the Defendant purchased some time on or about the Month of April which

was in the Year of our Lord One Thousand Seven Hundred and Seventy Eight? If yea do You know have You heard or been informed whether the Same was so purchased from the Complainant or from any person or persons on his behalf and who by name and what were the particular Circumstances Relating to the Sale and purchase thereof as You know have heard or been informed Was all the said Mustard Seed so purchased or agreed to be purchased of the same quality or were there mustard seed of Different and what Qualities? If yea was the said Mustard Seed Sold by Muster or Sample or how and whether there was one or more muster or Samples of the said Mustard seed? Did You see such Muster or Musters Sample or Samples was the said Muster or Musters Sample or Samples compared with the Mustard seed Sold or pretended to have been Sold and by whom? And whether or no You was present at the View and inspection of the said Mustard Seed with the said Muster or Musters Sample or Samples? Look at the Musters or Samples of mustard Seed now shewn and produced to You at this the time of Your examination marked A. and B Whether is either or both and which of them the Muster or Sample of the Mustard seed purchased by the Defendant. What Quantity do you know have You heard or been informed there was of such particular muster or Sample? And

whether

whether You ever before Saw the Musters of the said Mustard Seed are you or are you not acquainted with the Qualities and prices of different Sorts of Mustard and how and by what means did you acquire your knowledge in the said Article of Trade If yea examine the said two Musters or Samples before shewn to You Are they or not the same or in what respects do they differ in quality and price, and what is the Quality of each of them? And what was price of each of them at the time of the aforesaid Sale and purchase Declare the same as You know have heard or been informed and do believe together with the Reasons of such Your belief

To Veeraravaga Chitty Chinna Mootu Chitty Maliga Vencatachellam and Purumbadore Narrain Chitty

3. Do you know have you heard or been informed of any and what Quantity of Mustard Seed said to be the property of the said Complainant having been by the Deft. purchased some time in the Month of April which was in the Year of our Lord one Thousand Seven Hundred and Seventy Eight? If yea whether you know have heard or been informed if the same was purchased from the Complainant himself or from any other person or persons and who by name?

Was all the said Mustard Seed so purchased of the same Quality and whether the same was purchased by muster or Sample or how and what was the Quantity and quality so agreed to be purchased? Was you present and when and where and with whom at any View or Inspection of the said Mustard Seed with any and what Muster or Musters Sample or Samples? If yea what Quantity was so compared viewed or inspected, and whether with one or more musters or Samples? If you look at the Muster or Samples now shewn to you at this the time of your Examination Marked A and B whether do you know both the same or either and which of them to be the Musters or Samples of the Mustard Seed so purchased by the Defendant are or are not the said Muster or Samples of the same quality or in what respects do they differ And what is the Quality of each of the said Muster? And whether you know have heard or been informed that the Defendant did purchase both the said Assortments of mustard seed or of either and which of them? and what was the quantity of either and which of the said Musters or Samples? Do you know have you heard or been informed what was the Occasion of the Difference between the Complainant and Deft. which gave rise or Cause to the present Action? Relate the same particularly as you do know have heard or been informed and do believe together with the Reasons of such your belief

To all the Witnesses 4th Do you know of any other Matter or thing or have you heard or can you Setforth any thing touching the matters in Question in this Cause that may tend to the Benefit or advantage of the Defendant, If you Declare the same as you know have been informed or do believe together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated—

Atty. Defend

Mayor's Court at Madraspatnam

Between Thomas Welch of Madras Merchant Complainant And Yellapah Chitty of the Same place Merchant Deft.

On the Part of the Defendant

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

Palwarcotto Vencatachellam Chitty of Madras Baker Aged 55 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 18th Day of June 1781 Signified at the Office of Mr. Charles Bromley who is Attorney for the Complainant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth—

1st ...... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Thomas Welch in this Cause, and that he doth know the Defendant Yellapah Chitty in this Cause and that he hath so known him forty Years or thereabouts and more Saith not to this Interrogatory—

2d ...... To the Second Interrogatory this Deponent saith, that about three Years ago in the Month of April as he was sitting in the Hall of the Defendant's House early in the Morning One Irsapah Chitty a Broker came there and shewed the Defendant a Muster or Sample of Mustard Seed and asked him if he would buy the said Mustard Seed upon which the Defendant asked to whom it belonged and the Broker said it belonged to Iyapooh Modelliar and that thirty Seven Bags of Mustard Seed had arrived from the Northward about Six Days before and after they had conversed a little on the Matter the Price was settled at 37/8 £ Candy and the Broker desired the Defendant to give Earnest upon which the Defendant said he would compare the Muster or Sample with the Mustard Seed and afterwards he would give Earnest upon which the Defendand the Broker and another Person went to compare the same but this Deponent saith that he was not present at the time of comparing said Mustard or does he know what Quantity was compared and on producing and Shewing to this Deponent at this the time of his Examination the Muster or Samples Marked A & B this Deponent Saith the Muster marked A is the Muster that was brought by the said Broker to the Defendants House and so agreed for by the Defendant and this Deponent saith that the Muster A & B differ very much as the Muster B is not of half the Value of the Muster A and this Deponent saith that the Muster A is the Muster of the Seed agreed for by the Defendant with the said Broker to the Amount of thirty Seven Bags and this Deponent saith that about Sixteen Days afterwards as himself and Vencatachellum Chitty were sitting on Vencatachellum Chitty's Payall that Iroapah Chitty passed by in the Street and they called said Iroapah Chitty and asked him how he came to say

say that the Defendant had purchased Bengal Mustard Seed and the said Broker said that he had only sold the Defendant thirty Seven Bags of Northward Mustard Seed for which he had received Earnest of the Defendant but that Iyapooh Moodelliar had Bengal Mustard Seed in the Godown which had been there a Year before and as he was a Rich Man he would to put them off on the Defendant and as he got his Subsistance by Iyapooh Moodelliar he could not say any thing to the contrary but if the Defendant made his Complaint to any Gentleman where ever he thought he could get Redress in this Business and if he should be called upon he would then give a proper Evidence of what had passed and more Saith not to this or the last Interrogatory

[illegible]

Richd Dighton
Examr.

Mayor's Court at Madraspatnam — Between Thomas Welch of Madras Merchant Complainant and Yellapah Chitty of the same place Merchant Defs.

On the Part of the Defendant

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

Poodechery Chedambra Chitty of Madras Merchant Aged 27 Years or thereabouts being produced as a Witness in this Cause, on the part of the Defendant was on the 24th Day of September 1781 Signified at the Office of Mr. Charles Bromley who is Attorney for the Complainant by Bunasing my Servant who also left him a note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth

Deposith as followeth—

1st........ To the first Interrogatory this Deponent saith that he doth not know the Complainant Thomas Welch in this Cause and that he doth know the Defendant Yellapah Chitty in this Cause, and that he hath so known him three and half years or thereabouts—and more Saith not to this Interrogatory—

2d........ To the Second Interrogatory this Deponent saith that he doth not know of any Purchase of Mustard Seed having been made by the Defendant said to be the Property of the Complainant or doth he know of any Particulars Relating to the Sale or Purchase of Mustard Seed by the Defendant but this Deponent saith that about three and half Years past he was in want of Mustard Seed and he applied to Irsapah Chitty as a Broker to supply him with the same and the next Day he met Irsapah Chitty in Company with the Defendant and he again asked Irsapah Chitty for four Bags of Mustard Seed and the said Irsapah Chitty took this Deponent to the Bankshall and desired one Covvaredy to deliver him four Bags of Mustard Seed which this Deponent Received and paid for the Same and took them away and more Saith not to this or the last Interrogatory—

Richd: Deighton
Examr.

Mayors Court at Madraspatnam — Between Thomas Welch of Madras Merchant Complainant and Yellapah Chitty of the same place Merchant Defendant On the Part of the Defendant,

Depd

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

Condapah Chitty of Madras Shopkeeper Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 18th Day of June 1781 Signified at the Office of Mr. Charles Bromley who is Attorney for the Complainant by Beemasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st...... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Thomas Welch in this Cause and that he doth know the Defendant Yellapah Chitty in this Cause and that he hath so known him twenty Years or thereabouts and more Saith not to this Interrogatory—

2d........ To the Second Interrogatory this Deponent saith that about three Years Ago he was sitting under the Sea Gate of Fort Saint George as was also one Trevumblum Chitty and at that time Yellapah Chitty and Irsapah Chitty passed by when Trevumblum Chitty asked Irsapah Chitty where he was going when Irsapah Chitty said that Iyapoo Moodelliar had thirty Seven Bags of Mustard Seed and that he had settled the Price with the Defendant at 37/8 ℔ Candy and at the same time Trevumblum Chitty asked to see the Muster upon which the said Yellapah Chitty shewed him the Muster upon which Trevumbulum Chitty desired Irsapah Chitty to let him have one half upon which Irsapah Chitty asked Yellapah Chitty and

Yellapah Chitty said that one Chiddambrum Chitty had taken four Bags and that he might take half of the Remainder and at the same time Irrapah Chitty desired Yellapah Chitty to give Earnest for the same and at the same time in presence of Trivumbulum Chitty and this Deponent and another Person of the Name Vencadachee the said Yellapah Chitty gave One fanam as Earnest to the said Irrapah Chitty at the same time mentioning the Bargain for two Months Credit and thirty Seven Bags of Northward Mustard Seed and after the said Irrapah Chitty had received said Earnest he went away, and this Deponent saith said Bargain was made by one Muster and of the same Quality, and it was sold by the Muster as before setforth and this Deponent saith he was not present at the time said purchase was compared with the Muster he saw at the Sea Gate but that the Defendant told him he had compared the thirty Seven Bags with the said Mustard and that they were all of that said Muster, and this Deponent saith on producing and shewing to him at this the time of his Examination the Musters or Samples Marked A&B that the one Marked A is the Muster of the Mustard Seed purchased by the Defendant and that he never saw the Muster or Sample Marked B and the Quantity purchased by the Defendant was thirty Seven Bags of the Muster or Sample Marked A and this Deponent saith that he is acquainted with the Qualities and prices of different Sorts of Mustard Seed and that he so become acquainted

there

there with by being a Shopkeeper and dealing in those kind of Articles, and this Deponent saith on examining said two Musters Marked A&B now produced and shown to him at this the time of his Examination that they differ in Quality and price as the Muster or Sample Marked A is Northward Mustard Seed and the Price of said Seed at the time said Defendant bought the thirty Seven Bags was about 37/8 ⅌ Candy and that the Muster or Sample Marked B is Bengal Mustard Seed and not of half the Value of the Muster marked A. as there was at that time no demand for said Mustard Seed or is it used in this Place - and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith, that he went the Day after this Circumstance passed at the SeaGate to Iyapah Moodelliars Bankshall where he saw some Bags of Mustard Seed which were agreeable to the Muster this Deponent saw at the Sea Gate and about three Months afterwards a Servant came from Trivumbulum Chitty to the Defendant and desired him to come to the House of Trivumbulum Chitty as Iyapooh was there with the Muster of the Mustard Seed purchased as before setforth and at the same time the said Yellapah Chitty desired this Deponent to go along with him as he was present at the time of settling the Bargain at the Sea Gate and accordingly this Deponent and Yellapah Chitty went to Trivumbulum Chitty's House and shewed him the Muster or Sample of said Muster Seed, and afterwards Trivumbulum Chitty desired Iyapooh who was then at the House of Trivumbulum Chitty to send for his Muster which he Accordingly sent for but before the Muster arrived Iyapooh went away and desired Trivumbulum Chitty to settle this Dispute when the Muster arrived. Trivumbulum Chitty compared the Musters and he found a Difference upon which he desired the Defendant to call the Broker Irsapah Chitty and the Broker Irsapah Chitty came and looked at the Musters and said that he had sold only thirty Seven Bags of Mustard the Muster Marked A & that he had not sold by the Muster brought by Iyapooh's Servant and the said Irsapah Chitty said that Iyapah was a Rich Man therefore he did such an unjust Business and Trivumbulum Chitty after having taken some out of both the Musters tieup both the Musters and sent them by Iyapah's Peon to Iyapooh and desired him to inform his Master that it was an unjust Affair and that he would told to Iyapah himself about it — and more Saith not to this Interrogatory —

Richd Dighton
Examr.

Mayor's Court at Madraspatnam

Between Thomas Welch of Madras Merchant Complainant And Yellapah Chitty of the same Place Merchant Defendant.

On the Part of the Defendant

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

Vencada Chitty of Madras Shopkeeper Aged 23 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was

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was on the 27th Day of June 1781 Signified at the Office of Mr Charles Bromly who is Attorney for the Complainant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1 .... To the first Interrogatory this Deponent Saith, that he doth not know the Complainant Thomas Welch in this Cause, and that he doth know the Defendant Yellapah Chitty in this Cause, and that he hath so known him twenty two years or thereabouts — and more Saith not to this Interrogatory

2 .... To the Second Interrogatory this Deponent saith, that he doth not know of the Defendants having purchased any Quantity of Mustard Seed of the Complainant in these Interrogatories named but this Deponent saith that some time in the Month of March or April about three Years ago as he and one Cundapah Chitty and Travumbulum Chitty were sitting under the Sea Gate, the Defendant and a Broker of the Name of Irsapah Chitty passed by and Travumbulum Chitty called to the Defendant and Broker and asked them where they were going, and the Said Broker said that Iyapah Moodelliar had sold thirty Seven Bags of Mustard seed to the Defendant and that he was going with the Defendant to take Earnest for the same and at the same time he desired the Broker to shew the Muster of said Mustard Seed which Yellapah Chitty accordingly shewed and there was but one Muster produced which this Deponent saw

at that time and the said Trumbulum Chitty desired Ireapah Chitty to let him have half of said thirty Seven Bags of Mustard seed so purchased by the Defendant to which Yellapah Chitty agreed and the said Yellapah Chitty gave Earnest to said Broker Ireapah Chitty and about three Days after this Deponent and one Condapah Chitty compared said Muster with the thirty Seven Bags of Mustard Seed and they proved to be according to said Muster this Deponent saw at the Sea Gate and this Deponent saith on producing and Shewing to him at this the time of his Examination the Musters Marked A & B. that the Muster Marked A is the Muster of the Mustard Seed purchased by the Defendant and the Quantity of said Mustard Seed so purchased was thirty Seven Bags and this Deponent saith that he never saw the Muster Marked B and this Deponent saith that he is acquainted with the Qualities of Mustard Seed and he so became acquainted therewith by having dealings therein as a Shopkeeper and this Deponent saith on examining said Musters Marked A & B. now shown to him at this the time of his Examination that the one Marked A. is Northward Mustard Seed and of twice the Value of the one Marked B. as the one marked B. is never used in this Place and is Bengal Mustard Seed and this Deponent saith that if the one marked A. sold for four Pagodas ꝑ Candy the one marked B would only fetch two Pagodas ꝑ Candy and this Deponent saith that about the time the Defendant bought said Seed of the Mustard marked A. it was

at

at about three and three Quarter to four Pagodas ꝑ Candy but as to the Price of the Muster Marked B. he does not well know as it is not used in this Place or is there any Demand for it and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

The Mark of Vencata Chitty

Mayor's Court at Madraspatnam—

Between Thomas Welch of Madras Merchant Complainant and Yellapah Chitty of the Same place Merchant Deft.

On the Part of the Defendant—

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

Veeraravaga Chitty of Madras Shopkeeper Aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 27th Day of June 1781 Signified at the Office of Mr. Charles Bromley who is Attorney for the Complainant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1 ...... To the first Interrogatory this Deponent saith that he doth not know the Complainant Thomas Welch in this Cause and that he doth know the Defendant Yellapah Chitty in this Cause, and that he hath so known him fifteen Years or thereabouts and more saith not to this Interrogatory

3 ...... To the third Interrogatory this Deponent saith, about three years ago some time in the Month of April he was in a Godown in Modal Pettah with one Mootamar Chitty when the Defendant and one Isaapah Chitty came there to look for a Place to put

some Bags of Mustard Seed in and Iruapah Chitty said to Defendant that there would be room enough as he was to have only fourteen or fifteen Bags: and at the Same time Mootamar Chitty asked the Defendant what Sort of Seed he had purchased to which the Defendant, replied that he had purchased of Iyapah Moodelliar through the means of Iruapah Chitty thirty Seven Bags of Northward Mustard Seed at the Rate of 3⅞ P Candy and that Truvambuluam was to have one half of said Purchase and out of his the Defendant half Coodeeherry Chuddumbram was to have four Bags and at the same time Mootamar Chitty asked the Defendant for the Muster which the Defendant accordingly shewed in this Deponent's presence but this Deponent never saw said Muster compared and this Deponent saith on producing and shewing to him at this the time of his Examination the Muster Marked **A** & **B** at this the time of his Examination that the Muster marked **A** is the Muster of the Mustard seed so said to be purchased by the Defendant and this Deponent saith said Muster Marked **A** & **B** differ much in Quality as the one Marked **A** is Northward Mustard Seed and the One Marked **B** is Bengal Mustard Seed and this Deponent saith that the Defendant did say that he had purchased thirty Seven Bags of the Mustard marked **A**. at the Rate of 5⅞ P Candy in the manner before setforth and this Deponent saith that about four or five Months afterwards when he returned from the Contrary he heard that Iruapah Chitty & the Defendant had a dispute about Mustard Seed but he did not hear any particulars and more saith not to this or the last Interrog

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam — Between Thomas Welch of Madras Merchant Complainant and Yellapah Chitty of the Same place Merchant Defent.

On the Part of the Defendant

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

Chinna Moodie Chitty of Madras Shopkeeper Aged 24 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 16th Day of June 1781 Signified at the Office of Mr. Charles Bromley who is attorney for the Complainant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1 ...... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Thomas Welch in this Cause and that he doth know the Defendant Yellapah Chitty in this Cause and that he hath so known him ten Years or thereabouts and more saith not to this Interrogatory —

3 ...... To the third Interrogatory this Deponent saith, that some time in the Month of April about three Years past one Iruapah Chitty a Broker came to the Defendants House and told the Defendant that Iyapooh Moodelliar had got thirty Seven Bags of Northward Mustard seed which had arrived about five Days before and at the same time brought a Muster to the Defendants House and asked him if he would purchase the thirty Seven Bags of said Mustard Seed, and at Defendant said very well he

would buy the same and desired to see the Muster and afterwards the said Broker Iruapah Chitty this Deponent and this Defendant went towards the Sea Side and in the Road they met one Pooducherry Chedembra Chitty and accordingly went to the Bankshall where they compared the Muster with said thirty Seven Bags of Mustard Seed and the said thirty Seven Bags were compared by only one Muster and all the thirty Seven Bags were equal to said Muster and afterwards this Deponent went home to his Shop and the said Broker and the Defendant and Poodicherry Chedembra Chitty went to the Fort and this Deponent saith on producing and shewing to him at this the time of his Examination the Exhibits marked **A & B** that the one marked **A** is the Muster of the Mustard seed purchased by the Defendant and compared at the Sea Side and that said Exhibits Marked **A & B** are not of the same Quality as the one marked **A** is Northward Mustard Seed and used in this Place and the one Marked **B** this Deponent saith is Bengall Mustard Seed and not used in this Place, and this Deponent saith the Defendant only bought the Northward Mustard Seed or of that Assortment marked **A** and the Quantity so bought was thirty Seven Bags and this Deponent saith that about four Days after a Peon belonging to Iyapah Moodelliar came to the Defendant and desired him to come and weigh and take away the Goods and this Deponent and Defendant went with said Peon

and

and at the same time One Poovaraddy Conicoplie to Iyapah Moodeliar was at the Bankshall when the Defendant asked the said Conicoplie to weigh off said thirty Seven Bags of Mustard Seed and Poovaraddy said that he must first take away two Hundred Bags of Mustard Seed which was in the Godown and then he would deliver the thirty Seven Bags of Mustard Seed and the Defendant said that he had no Muster of the Goods in the Godown and that he not bought any other Goods than the thirty Seven Bags of Mustard Seed of which he had then the Muster and that he knew nothing of any other Mustard Seed and Poovaraddy said that his Master Iyapoo had ordered him to deliver him the two Hundred Bags of Mustard Seed in the Godown first and afterwards the thirty Seven Bags of Mustard Seed or otherwise not to weigh the thirty Seven Bags, upon which the Defendant said that he was a Poor man that he had not bought so large a Quantity of Mustard Seed that if he chose to deliver the thirty Seven Bags of Mustard Seed he should pay for the same according to Agreement upon which Poovaraddy said if he did not take the two hundred Bags he would not deliver the thirty Seven Bags to the Defendant and told him to go and settle the matter with Iyapoo as he had given him orders not deliver the thirty Seven Bags without the Defendant first took the two Hundred Bags and afterwards the Defendant told the said Poovaraddy that he had got a

Muster of the Mustard Seed he had bought and desired the Conicoplie Poonaddy to go and talk to Iyahpoo and that he would also speak to Iyapoo and this Deponent saith the above he believes are the Reasons that gave Rise to the Difference between the Complainant and Defendant and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

At the time of Signing this Deponent saith that Podichery Cheddambra Chitty said to Irsapah Chitty at the time they was at the Bankshall that he had promised him four Bags of said Mustard Seed and the said Irsapah Chitty asked Yellapah Chitty if he agreed to it and the said Yellapah Chitty did agree to let him have the 4 Bags at the Price he had bought said Mustard Seed which at Pagodas 37½ ꝑ Candy—

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between Thomas Welch of Madras Merchant Complainant and Yellapah Chitty of the same place Merchant Defendant—

On the Part of the Defendant

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

Maligue Vencatachellum Chitty of Madras Shopkeeper Aged 27 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 8th Day of August 1784 Signified at the Office of Mr. Charles Bromley who is Attorney for the Complainant by Rumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1 .... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Thomas Welch in this Cause and that he doth know the Defendant Yellapah Chitty in this Cause, and that he hath so known him ten Years or thereabouts and more Saith not to this Interrogatory

3 .... To the third Interrogatory this Deponent saith, that some time about three Years past as he was setting in the Pyall of his own House in the Street with one Vencatachellum Chitty One Irsapah a Broker went by and this Deponent called the said Irsapah Chitty to him and asked him what was the difference depending between Iyapah Moodelliar and the Defendant Yellapah Chitty who said that the Defendant Yellapah Chitty had bought of the said Iyapah Moodelliar thro' his means as a Broker thirty Seven Bags of Northward Mustard Seed at the rate of 37/8 ꝑ Candy and the said Iyapah Moodelliar insisted on the said Yellapah Chitty's taking a Quantity of Bengal Mustard seed along with it, but that if the Defendant would make his Complaint and call on him the said Irsapah Chitty as a Witness he would then declare the truth and this Deponent saith that he has never seen the Muster or sample of said Mustard Seed Compared with the Mustard Seed said to be purchased and this Deponent saith that some days after the above passed he was present when the Defendant and Irsapah Chitty the Broker were

quarelling about some Custom on Sugar when Irrapah Chitty said he would Ruin the Defendant in the purchase of Mustard Seed he had made of the said Ayapah Moodelliar thro' his means as a Broker— and more Saith not to this or the last Interrogatory

Richd. Dighton
Exam'r.

Mayor's Court at Madraspatnam } { Tuesday the 19th Day of March Anno Domini 1782.

Present

Edward Garrow Esquire Mayor
Edward John Hollond— and Hugh Maxwell— Aldermen

Between Thomas Welch of Fort Saint George Merchant Complainant and Vellapah Chitty of the same place Merchant Defendant.

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Account Current Annexed the Defendants Amended Answer, the Replication the Rejoinder, the Interrogatories and Depositions on the part of the Complainant the Interrogatories & Depositions

on the part of the Defendant On Hearing the Pleadings Made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill do Stand Dismissed with Costs

P Cur

Filed 21st. Jany 1782

To the Honble the Mayor's Court, at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francesco Joze of Madras Inhabitant that John Marians of the same place Inhabitant stands Indebted unto Your Orator in the full and Just Sum of Seventy one Pagodas and Twenty Eight fanams Current Money of Madras, making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Eight Pounds Fourteen Shillings and Eight Pence or thereabouts as will fully and at large appear by the Copy of an Account hereunto annexed for the Inspection of this Honble Court to which Your Orator most humbly Refers and prays that the same may be Admitted as part of this his Bill of Complaint— And Whereas Your Orator hath frequently and in a friendly manner requested the Payment of the said Sum of Seventy One Pagodas and Twenty Eight fanams—

But now so it is and may it please this Honble Court the Said John Marians obstinately and wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Hon^ble Court shall Appear Agreeable to Equity and good Conscience — To the End therefore, that the said John Mariano may — upon his Corporal Oath full, true, direct and Perfect Answer make to all and Singular the Matters and things herein — before setforth and alledged, as fully, truly, and Effectually to all intents and Purposes as if the same were here again — Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Seventy One Pagodas and Twenty Eight Fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said John Mariano to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and appear before — this Hon^ble Court at a Certain time and Place to be by this Hon^ble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet

Dan^l. Shaw
Atty for the Compl^t.

Mr. John Mariano		Dr.
1781 Novemb^r 14^th	To a Balance due this Day	68 " — " — "
	To a Pair of Goose	2 " 12 " — "
		70 " 12 " — "
1782 Janr^y 14^th	To Interest on Ditto to this Day	1 " 16 " — "
	Amount due Pag^s.	71 " 28 " — "

Madras 15^th January 1782

Errors Excepted
Fran^s Jozé

A true Copy
Dan^l. Shaw
Atty for the Compl^t.

Filed 5^th Febr^y 1782

In the Hon^ble the Mayor's Court at Madraspatnam

Between Francisco Jozé of Madras Inhabitant Complainant and — John Mariano of the same Place Inhabitant Defendant

The said Francisco Jozé Maketh Oath and saith that John Mariano the said Defendant is Justly and truly Indebted unto him in the full and Just Sum of Seventy one Pagodas and Twenty Eight fanams Current Money of Madras being the Amount of his the said Defendants Account Annexed to the said — Complainants Bill of Complaint

Fran^s. Jozé

Sworn to before me this
5^th day of Febr^y 1782.
Edw^d. Garrow
Mayor

A True Translation as Near as Can be by —
Will^m. Lewcock
P. Int^r.

Na Honaravel Corti Mayoral da Madrastapatao –

Entre Francisco Jozé Habitante da Madrasta Queixante e João Marianno Habitante da Mesma Lugar Defendente –

O Dito Francisco Jozé faz Juramento e Diz que João Marianno a sima Mensionado Defendente fica Justo e Verdadeiramente Indevedado ao elle este Depoente Na Justo e Verdadeira Soma de Setenta hum Pagodes e Vinte Outo fanams Moeda Corrente da Madraste qual hé Amontia do Conta de Defendente Annexado pello Queixa do Queixante

Sworn to before
Me this 5th Febry 1782 –

Fran.co Jozé

Mayor's Court at Madraspatnam } { Tuesday the 2d Day of April Anno Domini 1782 –

Present

Edward Garrow Esquire Mayor
James Call – and William Webb
Aldermen

Between Francisco Jozé of Madras Inhabitant and John Mariano of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justneſs of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Seventy one Pagodas and Twenty eight fanams (Pagodas 71" 28" ") together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Court –

Filed the 17th January 1782.

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Oratrix Paula Boyes by her Attorney Jacob Rouchey of Madras Inhabitant, that Mahomed Jaffer of the same place Inhabitant, Stands well and truly Indebted unto Your Oratrix in the full and Just Sum of Two thousand four Hundred and Ninety eight Pagodas four fanams and forty Cash Current Money of Madras, Making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda the Sum of Nine Hundred and Seventy Nine Pounds and four Shillings or thereabouts, as will morefully and at large appear by a Copy of an Account Current hereunto annexed for the Inspection of this Hon.ble Court, which Your Oratrix prays may be Admitted as part of this Your Oratrix's

Bill of Complaint, the Original of which is in Your Oratrix's attorneys Possession and ready to be produced whenever this Hon'ble Court shall think proper to require the same. Your Oratrix further sheweth unto this Hon'ble Court, that on the third day of the Month of February which was in the Year of our Lord One thousand Seven Hundred and Seventy Seven, the said Mahomed Jaffer applied unto Your Oratrix for the Loan of a Sum of Money which being of a large Amount then Your Oratrix was at that time possessed of Your Oratrix did deliver and lend unto the said Mahomed Jaffer One thousand and three Hundred Pagodas in Cash, and two hundred and Twenty Pagodas in Jewels for the Repayment of which the said Mahomed Jaffer did give grant, and execute unto Your Oratrix a Bond or Obligation bearing Date the said third day of February which was in the said Year of Our Lord One thousand Seven Hundred and Seventy Seven conditioned for the payment of the said Sum of One thousand and three Hundred Pagodas and of the Amount of the said Jewels with Interest. Your Oratrix further Sheweth unto this Hon'ble Court, that there now remains due and owing unto him Your Oratrix for principal and Interest upon the said Bond the Sum of Two thousand four Hundred and Ninety Eight Pagodas four fanams and forty Cash Your Oratrix further Sheweth unto this Hon'ble Court that the said Mahomed Jaffer hath not, nor hath any one for him, paid or caused to be paid unto Your Oratrix or unto any one for your Oratrix's Use either the whole or any part of the said Sum of Two thousand four Hundred and Ninety eight Pagodas four fanams and forty Cash. Your Oratrix further Sheweth unto this Hon'ble Court, that on the tenth day of the present Month of January in the present Year of Our Lord One thousand Seven Hundred and Eighty two, Your Oratrix did execute an Assignment of the Account Current Annexed unto Your Oratrix's Attorney the said Jacob Rouchey, And Your Oratrix hath made constituted and appointed the said Jacob Rouchey, his Heirs Executors, Administrators, and Assigns, to be Your Oratrix's true and lawfull Attorney or Attornies irrevocable for Your Oratrix and in Your Oratrix's Name, and in the Name and Names of Your Oratrix's Heirs, Executors Administrators and Assigns, but for the Sole and proper Use and Benefit of the said Jacob Rouchey, his Heirs, Executors Administrators and Assigns to ask, require, demand and receive of the said Mahomed Jaffer, his Heirs, Executors Admors and Assigns, the Money due and owing on the said Account Current; and on Non payment thereof, him, the said Mahomed Jaffer his Heirs, Executors, Administrators to Sue for and recover the same, and on payment thereof to deliver up and cancel the said Account Current and give Sufficient releases and discharges thereof Your Oratrix allowing relating whatsoever the said Jacob Rouchey shall lawfully do in the premises, as will more fully and at large appear by a Copy of the Assignment hereunto Annexed for the Inspection of this Hon'ble Court which Your Oratrix also prays may be admitted as part of this Your Oratrix's Bill of Complaint the Original of which is in Your Oratrix's Attorney's possession and ready to be produced, whenever this Honble Court Shall think proper to require the Same. Your Oratrix further Sheweth unto this Honble Court, that she hath frequently and in an amicable Manner Requested payment from the said Mahomed Jaffer of the said Sum Two thousand Four Hundred and Ninety eight Pagodas four fanams and forty Cash—

But now so it is May it Please this Honble Court that the said Mahomed Jaffer doth Obstinately and wilfully refuses to pay the same or to give Your Oratrix any Manner of Satisfaction Touching the premises Your Oratrix therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience. To the End therefore that the said Mahomed Jaffer may upon his Corporal Oath, full, true Direct, and perfect Answer Make to all and Singular the Matters and things herein before setforth and alledged, as fully, truly perfectly and effectually, to all Intents and purposes as if the same were here again Repeated and particularly Interrogated, and more particularly that he may setforth and discover, whether he ever received any and what Sum or Sums of Money at any and what time or times from Your Oratrix, whether in the Manner herein before setforth or how otherwise, and whether he ever received any and what Jewels Shawls piece of Cloth and piece of Silk at any and what time or times from Your Oratrix, whether in the Manner herein before setforth or how otherwise, and

whether

whether he gave and granted unto Your Oratrix any Bond or Obligation from the same, and whether Since he received such Sum or Sum of Money, Jewels, pieces of Cloth and Silk, and Since the given and granting Such Bond or Obligation, he ever made any and what Satisfaction on account thereof, either unto Your Oratrix or unto any one for Your Oratrix's Use? And wheher he does or does not Stand justly and truly Indebted unto Your Oratrix in the Said Ballance or Two Thousand Four Hundred and Ninety Eight Pagodas Four fanams and Forty Cash? And that he may Decreed to pay unto Your Oratrix the said Sum of Two Thousand four Hundred and Ninety eight Pagodas four fanams and forty Cash with all Interest that now is or Shall hereafter become due thereon, also all Costs of this Suit—

May it Please this Honble Court to Cause the said Mahomed Jaffer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof, personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed, then and there to Answer this Your Oratrix's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet—

Thomas Jones
atty: for Complt.

Dr. — Mahomed Jaffer in Account Current with Vaula Boyee — Cr.

1777 Febry 3	To the Amount of your Bond or Obligation of this date	1300	..	..		By Ballance	2498	4	40
	To 14 Pearls	210	..	..					
	To 1 Rubee	25	..	..					
	To 1 ps. Broad Cloth of two Colours	10	..	..					
	To 1 Shawl	15	..	..					
	To 1 piece Arrangze Jabee	5	..	..					
	To 1 piece Silk	5	..	..					
		1570	..	..					
	To Interest on do. from 3 Febry 1777 to the 10th Janry 1782. is 4 yrs. 11 ms. and 8 d. at 12 p. Cent p. Annum	928	4	40					
	Pagodas	2498	4	40		Pagodas	2498	4	40

Fort Saint George 10th Janry 1782.

E. E.

(Signed) Vaula Boyee

(Signed) Jacob Rouchey

A true Copy

Thomas Jones

Atty. for Compl't.

To all People to whom these Presents shall come Greeting Whereas Mahomed Jaffer of Madraspatnam Inhabitant in and by the Ballance of an Account Current bearing date the Tenth day of January in the present Year of Our Lord One thousand Seven Hundred and Eighty two Stood indebted unto Vaula Boyee the widow of Amarashawrah Pandah of Madraspatnam aforesaid in the Sum of Two thousand four Hundred and Ninety Eight Pagodas four fanams and forty Cash as by the said Account Current May appear and whereas there now remains due to the said Vaula Boyee on the said Account Current the Sum of Two thousand four Hundred and Ninety Eight Pagodas four fanams and forty Cash Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Nine Hundred and Seventy Nine Pounds and four Shillings or thereabouts Now know ye that the said Vaula Boyee for a Valuable Consideration to her in hand paid by Jacob Rouchey of Madraspatnam aforesaid the receipt whereof the said Vala Boyee Doth hereby Acknowledge she the said Vala Boyee hath Assigned and setover, and by these presents Doth assign and setover unto the said Jacob Rouchey the said Account Current and the Money thereupon due and Owing and all his right and Interest of in and to the same and the said Vaula Boyee for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and appoint the said Jacob Rouchey his Executors admors and

and Aſsigns his true and Lawfull Attorney or Attornies irrevocable for him and in his Name in the Name and Names of his heirs Executors Administrators and Aſsigns but for the Sole and proper Use and Benefit of the said Jacob Rouchey his heirs Administrators and Aſsigns to ask Require Demand and Receive of the said Mahomed Jaffer his heirs Executors and Administrators and Aſsigns the money due on the said Account Current and on non payment thereof him the said Mahomed Jaffer his heirs Executors and Administrators and Aſsigns to sue for and Recover the same and on payment thereof to deliver up and Cancell the said Account Current and give Sufficient Release and Discharges therefore and one or more Attorney or Attornies under him to make Constitute and Appoint and whatever the said Jacob Rouchey or his Attorney or Attornies shall Lawfully do in the Premises the said Vaula Boyee doth hereby allow and Affirm and the said Vaula Boyee doth covenant with the said Jacob Rouchey that she the said Vaula Boyee hath not Received nor will Receive the said Money due on the said Account Current or any part thereof neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof he the said Jacob Rouchey saving the said Vaula Boyee harmleſs of and from any Costs that may happen to her hereby In Witneſs whereof the said Vaula Boyee hath hereunto set and affixed her hand Seal in Madraspatnam aforesaid this tenth Day of January in the Year of Our Lord One thousand Seven Hundred and Eighty two—

Signed Sealed and Delivered where no Stampt paper is to be had in the presence of
Gopaul doss
Veerasawmy

(Signed) Vaula Boyee (L.S.)

A true Copy.
Thomas Jones
Atty: for Complt.

Mayor's Court at Madraspatnam } Tuesday the 2. Day of April Anno Domini 1782 —

Present
Edward Garrow Esquire Mayor
James Call — and William Webb
Aldermen

Between Vaula Boyee by her attorney Jacob Rouchey of Madras Inhabitant Complainant and Mahomed Jaffer of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two thousand four Hundred and Ninety Eight Pagodas four fanams and forty Cash (Pags. 2498. 4. 48.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

P Cur—

(308)

Filed 5th April 1782 /

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chennapillah of Madras Merchant That Johannes Benedict of the same place Inhabitant stands Indebted unto Your Orator in the full and Just Sum of Two thousand and three Hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nine Hundred and Twenty Pounds as More full and at large appears by the Copy of a Mortgage Bond or Obligation hereunto annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint, the Original whereof being in Your Orator's Custody and Ready to be produced when required by this Honble Court and Your Orator further Sheweth that he hath frequently and in a friendly Manner Requested Payment of the said Sum of Two thousand and three Hundred Pagodas —

But now so it is and May it Please this Honble Court the said Johannes Benedict Obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience

To

To the End therefore that the said Johannes Benedict May upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two thousand and three Hundred Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Johannes Benedict to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Jno. Sykes
atty. for Complt.

April 5th 1782
This Bill was shewn to me between the days of Adjournment let a Summons issue thereon Returnable Next Court Day
Edwd. Garrow
Mayor

Know all Men by these Presents that I Johannes Benedict of Madras Inhabitant am held and firmly bound unto Chinnapillah of Madras Inhabitant in the Penal Sum of Four Thousand and Six Hundred Pagodas (Pag.s 4600.-) Current Money of Madras for the Payment whereof well and truly to be Made to the said Chinnapillah his Heirs Executors Administrators and Aſsigns I do hereby bind My self My heirs Executors Administrators and Aſsigns firmly by these presents In Witneſs whereof I have hereunto Set my Hand and Seal in Madras this 13th day of November in the Year of our Lord One Thousand Seven Hundred and Eighty One

Whereas the above Bound Johannes Benedict hath borrowed and Received of the above named Chinnapillah the full and Just Sum of Two Thousand and three Hundred Pagodas (Pag.s 2300.-) to Run at Interest at the Rate of Twelve p Cent p Annum Payable in four Months to be Computed from the day of the date hereof for Securing the Payment of the said Principal and Interest he the said Johannes Benedict hath Mortgaged Aſsigned and Set over and by these Presents doth Mortgage Aſsign and Set over unto the said Chinnapillah his Heirs Executors Administrators and Aſsigns two Bills of Sale Originally in the Persian Language from Meer Amydullah to Meer Mogull for the Sum of Two Thousand Pagodas being the Consideration for Certain Pieces or Parcells of Land Situate Lying and being at Meer Saib Pettah Near the Luz as also the Original Parawanahs or Title Deeds of the said Premiſses and which said Bills of Sale together with the said Parawanahs was in and by an

an Instrument bearing date the 3d day of April which was in the Year of our Lord One Thousand Seven Hundred and Seventy Eight Sold Aſsigned and Set over unto the said Johannes Benedict for a Certain Consideration by him the said Meer Mogull Received and for further Securing the Payment of the said Sum of Two Thousand and three Hundred Pagodas unto the said Chinniapillah he the said Johannes Benedict hath Mortgaged Aſsigned and Set over and by these Presents doth Mortgage Aſsign and Set over unto the said Chinnapillah a Decree of the Hon.ble the Mayor's Court at Madraspatnam dated the 30th day of June which was in the Year of our Lord one Thousand Seven Hundred and Seventy Eight in favor of the said Johannes Benedict To have and to Hold the said Two Original Bills of Sale the said Title Deeds and the said Decree of the Mayor's Court and all and every the said Johannes Benedicts Right Title Interest Claim and Demand unto the said Chinniapillah his Heirs Executors Administrators and Aſsigns from henceforth to and for his and their own proper Use and behoof for ever And it is hereby Agreed by and between the said Johannes Benedict and the said Chinniapillah that if the said Johannes Benedict doth Not within the time Mentioned in this Bond Pay off and Discharge the said Sum of Two Thousand and three Hundred Pagodas together with such Interest as shall or May become due thereupon then and in such Case the said Chinniapillah is to take Poſseſsion of the said Premiſses as is Absolute Property and the said Johannes Benedict shall be exempted from Redeeming the same and have no Incumbrance with the said Mortgaged Premiſses, he the said Johannes Benedict hereby Declaring that the said Premisses Remains Disincumbered from all Mortgages or Securitys of and from all such pretensions as any Person shall hereafter be Made hereby Agreeing to Indemnify him the said Chinniapillah his

Heirs Executors Administrators and Assigns of and from all Costs Charges and others Expences which he or they May be put to from time to time in the Defence and Support of his Security having Delivered the Original Bills of Sale The Paravanahs Title Deeds and the Decree of the Mayor's Court as the only proper Title Now Existing or ever did exist as belonging to the same

Signed Sealed & Delivered (Signed) Johan.s Benedict (L.S.)
(where no Stampt Paper is to be had) in the presence of —
[illegible]
[illegible]

A True Copy
Jno. Sykes
Atty for Compl.t

Mayor's Court at Madraspatnam } Tuesday the 9th day of April Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Hollond and Hugh Maxwell
Aldermen

Between Chinniapillah of Madras Merchant Complainant and Johannes Benedict of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the

the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree that the Defend.t shall pay unto the Complainant the full and Just Sum of Two Thousand and three Hundred Pagodas (Pag.s 2300 —) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

P Cur.

Filed 23 Febry 1782

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator John Barradaile late Second Mate of the Ship Rochford James Tod Commander in the Service of the Hon.ble United English East India Company now laying at Anchor in the Roads of Madras — That Whereas Your Orator after a long and faithfull Service of more than fourteen Years, was appointed Second Mate of the said Ship Rochford by Mr. George Wilson Husband to the said Ship by the full Consent and approbation of the owners thereof and after passing the proper Examinations was declared fully Qualified for the said Birth to which appointment he was duely sworn and was therein Confirmed by the Hon.ble the Court of Directors for and during the Voyage that the said Ship was to be Employed at and from Great Britain to at and from the different Ports and places in the East Indies China Mocha or Else where agreeable to a Charter Party Engagement entered into and Executed by and between the Owners of the said Ship Rockford and the Hon^ble the Court of Directors for the Affairs of the United English East India Company of Merchants of England Trading to the East Indies — Your Orator further Sheweth that in Consequence of such Appointment and Engagements he entered upon and performed his Duty in Navigating and attending to the several Matters and things incidental and requisite to the Office of Second Mate of the said Ship Rockford from England to the East Indies and Arrived in the said Ship at Madras on or about the Tenth Day of January in the Year of our Lord One Thousand Seven Hundred and Eighty one and from thence proceeded some time afterwards in his said Station on board the said Ship to Bengall Your Orator further Sheweth that having Sundry Articles of Trade and Merchandize within the Accustomed Priviledge of Second Mate of the said Ship which of Right and from long usage in the said Service is permitted and allowed of by the Hon^ble the Court of Directors from the Management of the said United English East India Company's Affairs — Your Orator Sheweth that it is Customary in the Service for the Officers of the Ship's to Relieve each other in their Duty after the Ship to which they belong comes to Anchor at any particular Port or place that each Officer may have a Reasonable time to attend to this private Business, and that

are generally two Officers Viz^t first and Second Mates who alternately relieve each other for the purposes before setforth as do also the other Officers in their respective Stations — Your Orator here Sheweth that the third Mate of the said Ship Rockford was by the Commander Captain James Tod allowed and suffered to leave the said Ship and thereby Avoid and Neglect his Duty for Many Months nor did he relieve any Officer during the Voyage as is Customary in the Service as aforesaid all which time Your Orator sheweth unto this Hon^ble Court that the said Duty of the said third Mate was done and performed by Your Orator and the Chief or first Mate of the said Ship — wherefrom great inconvenience arose and Your Orator had much more Business to attend to than otherwise he ought to have had — or is generally required from the second Mate of any Ship in the Service Your Orator further Sheweth that in the begining of the Month of September One Thousand Seven Hundred and Eighty one having many Money Matters to settle and adjust in Calcutta and having been long Detained on board the said Ship Rockford then laying at Anchor at Kedgeree he was relieved from his Duty by the Chief Mate of the said Ship Peter Marshall who came on board of the said Ship on or about the Sixth day of September aforesaid to whom the Command of the said Ship devolved as of Course — Your Orator therefore applied to the said Chief Mate for leave to go up to Calcutta — Your Orator Sheweth that at this time of Application for absence for the said Ship little more than half the intended Cargo was on board the said Ship nor had Your Orator Received any Official Notice what Pilot was to take Charge of the Ship and understanding from the said Peter Marchel the Chief Mate, that no certain time was then fixed for the Departure of the said Ship but that James Tod the Commander was then in Calcutta Waiting for Orders from the Governor General Your Orator expected to have met the said Commander at Calcutta and having obtained permiſsion from the said Chief Mate Your Orator's then Commanding Officer to go up to Calcutta for the purposes aforesaid Your Orator made the best of his way to Calcutta and on his Arrival there immediately went to the house of the Commander James Tod expecting to have found him there but who had Just before left Calcutta for to go down to the Ship whereupon Your Orator applied unto Mr. Henry Deurtie the Purser of the said Ship who remained in Calcutta to Transact Captain Tod's Busineſs to learn when he the said Purser intended to leave Calcutta for the said Ship and was Answered by the said Purser about the Eleventh or Twelfth of that present Month of September Your Orator further sheweth that he exerted himself to finish his Busineſs in that time and was accordingly ready by the Twelfth of the said Month of September and waited on the said Purser to inform him that he was ready and desirous to go down to the said Ship Rochford as soon as poſsible Your Orator further Sheweth that there were then in Calcutta four Europeans Sailors one Black Sarang and Eighteen Lascars

belonging to the said Ship Rochford all Waiting with Your Orator to take the first opportunity together with the Purser to go down to the said Ship but Notwithstanding every Exertion in their Power it was not poſsible for them to procure a Sloop to go down before the Sixteenth day of the said Month on which day Your Orator sheweth that they proceeded with all poſsible Expedition towards the said Ship Rochford and that upon the Eighteenth day of the same Month they got sight of the said Ship at the Barrabulla head but were prevented reaching the said Ship by Violent and Contrary winds together with the Badneſs of the Sloop on the Next day being the Nineteenth of September Your Orator the said Purser four Europeans Seaman a Sarang and Eighteen Lascars having been in full sight of the said Ship Rochford for Twenty four hours were so near as to be distinguish and known by the Commander and Officers on board the said Ship to which they endeavoured hard to get nevertheleſs Your Orator sheweth that by the Expreſs Orders and Command of the said James Tod the said Ship Rochford was got under way and by Crowding Sail was soon out of sight from Your Orator and his fellow Sufferers who were thereby left in a very Miserable and dangerous Situation and exposed to the hazard of their Lives before they Could make Ingelee Creek where they found the Ships long Boat left behind in which they went a long side of the Country ship Resolution Captain Mercer who humanely took them on Board Your Orator further sheweth that on or about the Second day of October One Thousand Seven Hundred and Eighty one Your Orator got on Board of the said Ship Rockford which was some days before the said Ship came to Madras Roads being desirous of doing his Duty on Board of the said Ship as Second Mate, he Waited on the Commander in his Round House who instead of Receiving Your Orator with satisfaction after the danger he had been exposed to he the said James Toad the Commander expressed himself displeased with Your Orator and without any Just Cause or ground for Complaint against Your Orator He the said James Tod did arbitrarily and illegally Suspend Your Orator from his Birth and Station of Second Mate of the said Ship Rockford and thereby deprived him from the Power of Acting or performing his Duty therein Your Orator further sheweth unto this Honble Court that some time after the arrival of the said Ship Rockford in the Roads of Madras the said James Tod did under Many false Malicious and unjust pretences Complain of Your Orators Conduct and Represent the same untruly and Maliciously unto the Honble the President and Council of Fort St George whereupon Your Orator Sheweth unto this Honble Court that an Inquiry into the Conduct of Your Orator was

Ordered and for that purpose Alexander Cuthber of Fort St George Master Attendant Thomas Poynting Commander of the Ship Resolution in the Service of the Honble English East India Company James Douglas Richardson Commander of the Ship Yarmouth in the Country Employment divers times at the House of Alexander Cuthbert in Fort St George and Consulted and formed themselves into a Committee of Enquiry before whom Your Orator was ordered to Appear - Your Orator further sheweth unto this Honble Court that Conscious of having always Acted uprightly and to the best of his power discharged his Duty as an Officer and Individual He had not the least suspicion of any Wrong or injury being intended him and Considering such Mode of Enquiry as the Means of Exculpating himself from any Charges that might unjustly be brought against him Submitted and Attended on the said Committee according to Notices received for that purpose not doubting but he should have been permitted to Return on Board of the said Ship Rockford to his Duty and Station of Second Mate as aforesaid and to the Possession of his Property on Board the said Ship which was and is of Considerable Value and as of Right and Justice he was Legally and fully intitled unto together with every Priviledge profit Emolument or Advantage Attending or belonging to the said Birth and Station of Second Mate of the said Ship which Your Orator sheweth was very valuable and had

Cost him much application long Services and very heavy Expenses before he could get appointed and be Confirmed in the said Birth and Station as aforesaid and which your Orator sheweth he had at length legally obtained and was properly Confirmed in as before is Setforth from which Birth Station and Priviledges attendant thereupon and his property on Board the said Ship Rockford — your Orator sheweth that he would not have been deprived of for Fifteen thousand Star Pagodas or Pounds Six thousand Sterling money of Great Britain or for any other Consideration within your Orators power as on such his Birth Station and Property depended his fortune Reputation and every thing Valuable to him or likely to prove the means of his future Success and well Doing through Life nor ought any Man or set of Men to have endeavoured Aimed at or Laboured to injure or deprive your Orator of such his Birth Station Property and Eligible Station —

But now so it is May it please this Honble Court that the said James Tod Alexander Cuthbert Thomas Poynting James Douglas Richardson Combining and Confederating to and with each other and with divers other persons at present unknown to your Orator whose Names when discovered your Orator Prays may be inserted in this his Bill of Complaint with apt and proper words to Charge them, they the said James Tod Alexander Cuthbert Thomas Poynting and James Douglas Richardson in order to defeat deprive and dispossess your Orator of his Birth Station and Property in the said ship Rockford and in the service of the Honble the English East India Company do pretend and give out that what they have done was according to Custom and by the Countenance or Orders of the Honble the President and Council of Fort Saint George Whereas your Orator Expressly Charge that instead of Acting agreeable to Right or by any Orders that they the said James Tod Alexander Cuthbert Thomas Poynting and James Douglas Richardson could receive they did Illegally unwarrantably and Without Authority assemble Meet Consult and Sit as a Committee of Enquiry and Assume unto themselves the Power to administer Oaths and Examine Witnesses upon their Corporal Oath taken and Administered at such Meeting upon the Holy Evangelists of Almighty God without any legal Authority for so doing which your Orator expressly Charge to be unwarrantable and Contrary to the Laws of Great Britain Your Orator Charge that such Meetings of the said James Tod Alexander Cuthbert Thomas Poynting and James Douglas Richardson were injurious to his Fortune fame fair Character and Reputation and were meant and intended for them to Consult at and contrive how to injure oppress and aggrieve your Orator — as Your Orator Expressly Charge that at one of the said Meeting which was had at the house of the said Alexander Cuthbert in Fort St George a Malicious false and Groundless Charge was Exhibited against him and received by the pretended Committee in the following words

To Mr Alexander Cuthbert
Master Attendant
Captain Thomas Canning
Captain & Richardson

Gentlemen

By a Letter I this day received from Mr Freeman Secretary to the Hon.ble Governor & Council, I am informed you are appointed a Committee to enquire into the Conduct of my Second Officer Mr John Barradaile who I suspended from duty on the 2. day of October 1781. I have been desired to give in my Charge Against him to you in Writing I shall Confine myself in this Affair to the Transaction which laid me under the Necessity of Acting so decidedly before I left Calcutta I received Letters from Mr Borradaile saying the Pilot had taken Charge of the Ship and as the Supreme Governor seemed particularly anxious to have the Ship where she could take in the Remainder of the Hon.ble Company's Cargo I sent for the Chief Mate who was then just going down and gave him Orders to Move the Ship as soon as the Pilot thought proper & to allow no body to leave the Ship and that I would follow him down the Minute I got Mr Wheler's dispatches— How much was I then surprized to find that Mr Borradaile Notwithstanding the Orders he heard I had given his Brother Officer— Knowing there was Neither

Boatswain nor Gunner on the Ship able to do Duty and that there was only one Officer to assist the Chief Mate in the various duty then Necessary to be done I say how much was I surprized to find he had left the Ship in this Situation only with the pretence of settling his private Affairs which he had, had more time to Transact than any other Officer of the Ship. But after this, finding myself under the Necessity of going to Sea (about 18 or 20 Days after I had left Calcutta) and having proceeded on my Passage to Madras as 14.st 30.th No. I fell in Company with the Resolution Captain Mercer who hailed me and desired I would send for some of my people, that he had been Kind enough to give passage too I did so, Mr Borradaile came on Board when so far from Acknowledging his Conduct Culpable, he flatly told me that he was 2. Officer of the Ship and he did not think any Orders for keeping every Body on Board respected him Nor did he think it incumbent on him to ask a Commander at any time when it was proper for an Officer to leave the Ship when in Port— In short I found it was Necessary to exert that Command intrusted to me by the Hon.ble Company or to give up all Command over my Officers I therefore Suspended him from duty & referred him to the first Presidency We Arrived at for Redress if he thought himself Aggrieved— I am Gentlemen

Your Most Obed.t Servant

James Tod

Which said Charge is false and without foundation Calculated and intended to injure your Orator in his Character and fortune Your Orator further Charges that they the said Alexander

Cuthbert Thomas Poynting James Douglas Richardson having received the said accusation and unjust Charge and met as aforesaid did proceed to Examine Peter Marshal Chief Mate and Mr Henry Dunratie Purser of the said Ship Rockford and did Contrary to Certain Statutes in that Case made and provided unwarrantably and without any legal Authority receive such Examination from them upon their Corporal Oaths to the following Effect

Fort St George Octr 24th 1781

At a Court of enquiry held this day by order of the Right Honble the Governor & Council on Mr. John Borradaile Second Mate of the Honble Company's Ship the Rockford in consequence of a Charge delivered by Captain James Tod Commander of the foresaid Ship against the said Mr John Borradaile for disobedience of Orders

Mr. Alexander Cuthbert — President
Captain Thomas Pointing }
Captain Jas D. Richardson } Members

The Charge Marked No 2. delivered by Captain James Tod to the Committee being read to the Contents of which Mr. Borradaile having objected. Mr Peter Marshall Chief Mate of the Rockford is called at the instance of Captain Tod in Support of the Charge

Mr Peter Marshall Chief Mate of the Honble Company's Ship Rockford being first duely sworn deposes that about the 3. of September last & Immediately before he left

Calcutta to go on Board the Rockford, He received verbal Orders from Captain Tod to go on board the said Ship and to Move her to Ingelee and to let no body out of her

The Deponent does not recollect that Captain Tod Mentioned when he intended to leave Calcutta

When the Deponent Arrived on Board the Ship at Cudgeree he Acquainted Mr Borradaile with the Orders he had received from Captain Tod of not permitting any person to leave her and Added he did not Conceive they extended to Mr Borradaile — That Mr Borradaile left the Ship to go to Calcutta the next day after the Deponent Arrived on Board — That the Pilot had Not at that time taken Charge of her but was down at Cudgeree when the Rockford then lay —

That there were an Acting Boatswain a Gunner and both her Mates on board, when the Deponent went on Board the Ship — but that he thinks the Gunner Complained of his health — That the Deponent unmoored the Ship, and that the Pilot came on board the same Evening — That at the time the Deponent Unmoored the Ship he had only the 5th Mate to assist him with the Acting Boatswain and Gunner — that the 6th Officer was on Board but sick and unable to do duty —

The Deponent knows that Mr Borradaile had Considerable Outstanding Debts due to him at Calcutta about £1200. — that Mr Borradaile had, had equal time with the Deponent to settle his Affairs —

That Mr Borradaile did not return to the Ship before she Sailed, but that he came on Board of her from the Resolution Country Ship the 2d October about 6 days before the Rockford arrived at this Port.

That when Mr. Borradaile came on Board the Rockford from the Resolution, this Deponent was Called into the Round house by Captn Tod & Questioned whether he had delivered to Mr. Borradaile the Orders Captain Tod gave him in Calcutta that no person should leave the Ship after the Deponent went on Board and that he replied he had — at the same time the Deponent told Captain Tod, that he did not Conceive that Order extended to Mr. Borradaile —

That Captain Tod the same day suspended Mr. Borradaile from doing his duty

Peter Marshall

Mr. Borradaile being put on his deffence and desired to examine any Witnesses or produce any Papers that Might assist him thereon Calls Mr. Henry Devortie Purser of the Rockford

Mr. Henry Devortie being before the Committee and Duly Sworn Deposes that he was in Calcutta when Mr. John Borradaile Came up from the Rockford the 9th Septr. that Mr. Borradaile had private business in Town that the Deponent does not believe Mr. Borradaile Made any Unnecessary delays at Town — the Deponent knows that Captain Tod had left Calcutta to go to the Ship and believes from Mr. Borradaile Arrived at Town the 9th September & that Mr. Borradaile expecting to find the Captain Called at the Captains house and the Captain being gone inquired of the Deponent when he intended to leave Calcutta to go to the Ship that the Deponent Made Answer on the 11th or 12th that the reason the Deponent did not leave Calcutta on the 12th was — he could not get a

Sloop

Sloop to Carry the Deponent some Lascars & Several things to the Ship — That the Deponent beleives Mr. Borradaile was Ready on the 12th to have gone to the Ship if a Sloop could have been procured — That the 14th a Sloop was procured but that she being laden it was the 16th before the Cargo could be got out and that then the Deponent with Mr. Borradaile 4 Europeans Seamen a Surang and 18 lascars belonging to the Ship proceeded with all expedition for the Ship — that on the 18th got Sight of the Ship at the Barabulla head but that the Contrary Winds and the badness of the Sloop prevented her getting to the Ship —

That the 19th the Ship being out of Sight the Deponent with those before mentioned returned to Ingellee where they found a Ships Long Boat and that the Deponent with Mr. Borradaile & the other Mentioned went into the Long Boat and proceeded up to Kedgeree to Request a passage to Madras from Captain Mercer the Deponent declares that in the whole Course of the business Mr. Borradaile himself & the other persons belonging to the Ship Used their utmost endeavours to Reach her after they left Calcutta — And that Captain Mercer having taken them on Board his Ship they joined the Rockford and went on Board her a few days before the Rockford Arrived at Madras

Henry Devortie

Your Orator further Charges that Notwithstanding the Evidence of the said Peter Marshal the Chief Mate and Mr. Henry Devortie then Purser of the said Ship Rockford Evidently prove the said Accusation or Charge as before Exhibited against Your Orator to have been groundless and false — yet they the said Alexander Cuthbert Thomas Poynting and James

Douglas Richardson—did proceed to give in a Report and deliver as their opinion that Your Orator was guilty as Charged by the said Captain Tod—which they did to the following Effect

The Committee having duely Considered the Charge laid before them by Captain James Tod Commander of the Honble Companys Ship Rochford Against Mr John Borradaile 2. Mate of the said Ship Marked No 2. with the Evidence of Mr Peter Marshall the Chief Mate No 3 and Mr Henry Diverlie the Pursur No 4 together with the defence given before them by Mr Borradaile No 5 Are Unanimous in Opinion that Mr John Borradaile 2. Mate of the said Ship Rochford is guilty of a breach of Orders as Charged against him by Captain Tod—

The Committee find that Mr Borradaile had outstanding property at Calcutta, and that he used the utmost dilligence to Overtake the Ship—.

Alexr Cuthbert—President
Thomas Poynting
James Douglas Richardson

From and in Consequence of which opinion and Report of the pretended Committee from the false accusations and unjust Charges as before Stated Your Orator Expressly Charges that he has been and is illegally and unwarrantably displaced and removed from his Station and Birth of Second Mate of the said Ship Rochford to his great damage wrong and Injury—which will fully appear by Copy of a letter from the Clerk of the Council to Your Orator hereunto Annexed and which is prayed by Your Orator to be taken as part of this Bill of Complaint the Original whereof is in Your Orators possession ready to be produced when he shall be thereunto

Requi

required—Your Orator further Charges the said James Tod that he did with an intent to injure Your Orator and prevent him being reinstated in his said Birth and Station of Second Mate of the said Ship Rochford appoint another to the said Birth and Station which he the said James Tod had no right to do because Your Orator Expressly Charges that he the said James Tod well knew Your Orator was legally and properly appointed to the said Birth and Station and was able and willing to perform all the Duties of the said Office of Second Mate in a full and proper manner for and during the whole of her Voyage and that the said James Tod must well know in his Consequence that Your Orator had not in any Instance neglected or omitted his Duty Notwithstanding the false and unjust Charges of the said James Tod or any one Else to the Contrary which must appear to the Honble the President and Council for upon Your Orators representing his case to the Right Honble the President and Council they were pleased to shew their opinion of Your Orators Conduct in so favorable a manner that they declared their Readiness to Confirm Your Orator in a Similar Station if such could be obtained which declarations appears to have been from a Consciousness in them of his Your Orators abilities to perform his Duty in the said Birth and Station of Second Mate which will fully appear by Copy of a letter hereunto Annexed for the Inspection of this Honble Court from the Secretary to

the

Removal from the said Ship it was or was not well known to them the said James Tod Alexander Cuthbert Thomas Cyunting and James Douglas Richardson that he was and should be thereby deprived of his said property to his great Loss Injury and Damage—Whether it is or is not well known to them and every of them that the Birth Station and Priviledge of Second Mate of the said Ship was not of much Value and had Cost your Orator much Labour Interest and Expence to obtain Your Orator therefore Prayeth the Premises Considered that this Honble Court will be pleased to Order and Decree that the said James Tod Alexander Cuthbert Thomas Cyunting and James Douglas Richardson do Jointly and Severally Pay unto Your Orator the full and Just Sum of Pounds Six thousand Sterling Money of Great Britain or fifteen thousand Pagodas Current Money of Madras with such other and General Relief in all and Singular the Premises as shall appear agreeable to Equity and Good Conscience and that the said James Tod, Alexander Cuthbert Thomas Cyunting and James Douglas Richardson May be Decreed to pay all Costs of this Suit—

May it Please this Honble Court to Cause the said James Tod Alexander Cuthbert Thomas Cyunting and James Douglas Richardson to be Summoned and ~~[illegible] Hereafter Mentioned~~ [illegible] and the District thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed [illegible]

this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Edward Ellis
attorney for the Complainant.

This Bill was shewn to me
in the Days of Adjournment
let a Summons Issue against
the several Defendants Returnable
Next Court Day—
Edw Garrow
Mayor—

To Mr John Borradaile

Sir

I am directed by the Right Honble the President and Council to acquaint you that in consequence of the report Made by the Committee Appointed to enquire into the Complainant exhibited against you by Captain James Tod of the Ship Rochford the Board have been pleased to Remove You from the Station of Second Officer of that Ship, and You are to consider yourself hereby Removed accordingly—

I am Sir
Your Most Obedt Servant
(Signed) Chas. Freeman
Secry.

Fort St George
30th October 1785.

a true Copy
Edward Ellis
atty for the Complt.

To Mr

Sir I am directed by the Right Honble the President and Council to Acknowledge the Receipt of Your Letter of the 18th Instant and to acquaint You that Captain Tod having

Arrived

provided himself with another Officer agreeable to their order the Board cannot reverse their former Judgement pass'd on Your conduct but as Your Professional Abilities were not reflected upon in that instance should you be able to procure a Similar Birth on Board any other Chartered Ship they will have no Objection to Confirming You therein—

Fort St. George
19th January 1782—

I am Sir
Your Most Obedt. Servant
Chas. Freeman
Secy.

A true Copy
Edward Ellis
atty for the Complt.

Filed 2 March 1782./

In the Honble the Mayor's Court at Madraspatnam
Between John Borradaile Complainant and James Tod Alexander Cuthbert Thomas Poynting and James Douglas Richardson Defendants—

John Borradaile Complainant in this Cause Maketh Oath and Saith that he hath Property on Board the Ship Rochford on the Honble Company's Service Insured from India to Europe to the Amount and Value of Two Thousand Pounds Sterling or Five Thousand Star Pagodas Current Money of Madras of which said Property he has been dispossessed by and thro' the means of the above Nam'd [illegible] that he has carefully Read and Examined the Bill of Complaint Exhibited in this Honble Court at his Instance against the said Defendants and the Matters and things th

alledged and Setforth are true and that he has Sustained a heavy Loss and great Injury thro' the Means of the said Defendants which he this Deponent Saith he would not have received or Sustained for the Sum of Six Thousand Pounds Sterling Money of Great Britain or Fifteen Thousand Pagodas Current Money of Madras and this Deponent further Saith that James Tod one of the Defendts. is about to depart from the Jurisdiction of this Honble Court.

John Borradaile

Sworn to before me
this 2d. day of March 1782—
Edwd. Garrow
Mayor

Filed the 5th March 1782
after the adjournment
of the Court.

In the Honble the Mayor's Court at Madraspatnam—

The Seperate Demurrer of James Tod One of the Defendants to the Bill of Complaint of John Borradaile vers. James Tod Alexander Cuthbert Thomas Poynting and James Douglas Richardson

The said Defendant by Protestation Not Confessing or Acknowledging all or any of the Matters or things in the Complainants said Bill of Complaint to be true in such sort Manner and form as the same are therein and thereby setforth and alledged doth demur in Law thereto and for Cause of Demurrer saith that it appears of the Complainants own Shewing in his said Bill of Complaint that the Complainant as Secon. Officer of the said Ship Rochford was suspended by this Defendant as Commander of the said Ship Rochford and that Such Suspension was in Consequence of a Breach of Orders as appears by the Evidence of Peter Marshall who deposes that he acquainted the Complainant with the Orders he Received from this Defendant of not permitting any Person to leave the said Ship and that the Complainant did go to Calcutta the Next day It also Appears of the Complaints Shewing that this Defendant soon after his Arrival at Madras did exhibit a Complainant to the Right Hon^ble the President and Council of Fort Saint George against the Complainant whereupon the said President and Council did Order an Enquiry into the Conduct of the said Complainant and that Alexander Cuthbert Thomas Poynting and James Douglas Richardson by Order of the said President and Council formed themselves into a Committee of Enquiry and Met divers times at the House of the said Alexander Cuthbert - That the Complainant Considering such Mode of Enquiry as the Means of Exculpating himself from any Charges that might unjustly be brought against him Submitted to and Attended on the said Committee according to Notices Received for that purpose and examined Henry Dowdie as Purser in his Defence against the said Charge, That the said Committee were Unanimous in Opinion that the said Complainant as Second Mate of the said Ship Rockford was guilty of a Breach of Orders as Charged against him by this Defendant and that in Consequence of a Report from the said Committee to the Right Hon^ble the President and Council the said President and Council were Pleased to Remove the Complainant from his Station of Second Officer of the said Ship Rockford and that the Complainant was to Consider himself Removed accordingly - All which Matters and things do not tend to Charge this Defendant with any wrong or Injury done to the Complainant for it is incident to

to the Station of Every Commander of any Ship of War or Merchant Ship or Vessell to Suspend any Officer of such Ship or Vessell for Disobedience of orders or Breach of Duty and to Continue such Suspension until a Proper Enquiry or Trial Can be Made According to the Custom of the Service in such Cases as to the Merits of such Charge And this Defendant saith that it appeareth of the Complainants as aforesaid that this Defendant did as is usual in such Cases soon after the Arrival of the said Ship at Fort Saint George Represent the Conduct of the Complainant to the said President and Council of Fort Saint George To whose Authority this Defendant as well as the Complainant were Subject on their said Arrival at the said Presidency of Fort Saint George as appears by the Conduct of the Complainant in his said Bill of Complaint as well as by the following true Extract from the Charter Party Indented of a Freightment Made the Twentieth day of January in the Year of our Lord One Thousand Seven Hundred and Eighty between George Wilson and Edward Harkson Part Owners and James Tod (this Defendant) Master of the said Ship Rockford of the One Part and the said United Company of Merchants of the Other Part which is expressed in the Words and figures following To wit - And the said Part Owners and Master do as aforesaid Jointly and Severally Covenant and Agree to and with the said United Company that the said Master and the Master of the said Ship for the time being during this whole intended Voyage shall observe such Commands Orders Directions and Instructions as shall from time to time be given by the said United Company or their Court of Directors for the time being or by any Committee to be Appointed by them or by their Governors Presidents Agents Chiefs Factors or Assigns And the said Part Owners and Master &c as aforesaid hereby Covenant and Agree that it shall be lawful to and for the said United Company their Presidents Agents and Chief Factors authorised thereunto by their said Court of Directors or a Committee thereof from time to time (if they see Cause) to displace or Remove and also to Restore Again and Continue in the said Ship the said Master or the Master for the time being or any other Officer or Officers belonging thereto — By which said Charter Party it Appears that this Defendant as also the Complainant subject to the Orders of the said President and Council of Fort Saint George and as it Appears of the Complainants own shewing that the said Complainant was dismissed from his Station of Second Officer of the said Ship Rochford by the said President and Council, and not by this Defendant and was also by the said President and Council offered a Confirmation of the like Rank in any other Ship wherein the Complainant could get himself Appointed and that the Complainant Corresponded with the President and Council Respecting the Premises it follows as this Defendant humbly Conceives that this Defendant had Nothing to do in the Premises and that therefore this Defendant ought not to be brought to Account for the Same — And for further Cause of Demurrer this Defendant Saith that it Appears of the Complainants own Shewing in his said Bill of Complaint that this Defendant did not form one of the said Committee of Enquiry and as he

he only Attended the said Committee in Obedience to the Order of the said President and Council this Defendant hath nothing to do with the Proceedings thereof Nor is he Accountable to the Complainant for the said Committee having Proceeded to an Examination of the Merits of the Complainants Conduct as Second Officer of the said Ship Rochford, and for the said Complainant having as Appears of his own Shewing Submitted to and Attended on the said Committee as the Means of Exculpating himself from any Charges that Might unjustly be brought Against him or for the said Committee having been unanimous in opinion that the said Complainant had been guilty of a Breach of Orders as Charged by this Deft and of their having Reported the Same to the said President and Council

Wherefore and for as Much as the Complainants said Bill of Complaint doth not Contain as this Defendant is advised any Matter of Law sufficient to establish any Right or Demand against this Defendant Nor to draw him in Suit into this Honble Court touching the Matters Complained of in the Complainants said Bill of Complaint and also for Many other Errors and Imperfections in the Complainants said Bill of Complaint Contained this Defendant doth demur in Law thereunto and humbly Craves the Judgment of this Honble Court whether he ought to Make Answer to the said Bill of Complaint And humbly Prays to be hence dismissed with his Costs in this behalf wrongfully Sustained

Popham
Atty for Deft

Filed the 25th March 1782

The Joinder of John Borradaile late Second Mate of the Ship Rochford in the Service of the Honble United English East India Company Complt to the Separate Demurrer of James Fod Commander of the said Ship Rochford one of the Defendants in the Cause of John Borradaile vs. James Fod Alexander Cuthbert Thomas Boynting and James Douglas Richardson

The said Complainant says that Notwithstanding any thing in the above Demurrer Charged alledged or setforth by the said Defendant the said Complainant's Bill of Complaint ought not to be Quashed dismissed or Annulled Because he the said Complainant says that the said Bill of Complaint and the Matters and things therein contained Exhibited and Charged are good certain and sufficient in the Law for him the said Complainant to Maintain his Action Against the said Defendant which said matters and things contained Exhibited Charged and setforth in and by his said Bill of Complaint he is Ready and willing to Aver Maintain and prove in such Manner and form as this Honble Court shall think fit. And for Joinder unto the said separate Demurrer of the said Defendant the said Complainant says that the Matters suggested and Advanced by the said Defendant in his said Demurrer are more Suitable and proper to be pleaded or brought forth by way of Answer to this Complainant's said Bill of Complaint which Nullifies the said

said Defendant would have done had the same been founded in truth which the said Complainant says is by no means the Case - nor does the Evidence of Peter Marshall Chief Mate of the Ship Rochford by any Means prove a Breach of orders in this Complainant on the Contrary if it is admitted to prove any thing in the manner the Defendant would insinuate it proves that the Charges of the said Defendant as Commander of the Ship Rochford were unjust and false against this Complainant for he the said Peter Marshall in Contradiction to the said Commander Charges against this Complainant declares that the Pilot had not at the time referred to taken Charge of the Ship Rochford or even been on board of her for that purpose although the Defendant as Commander pretended and setforth that he had Received Letters from this Complant acquainting him that the Pilot had taken Charge which was by no means the Case nor could there be such Letters produced for this Complainant avers he never Wrote any such - nor does the pretended Evidence of the said Peter Marshall so much Relied upon by the said Defendant in his said Demurrer any where prove this Complainant to have been guilty of a breach of orders - on the Contrary it is particularly Expressed" that the orders of the Defendant as Commander of the Ship Rochford to his Chief Officer to let no one out of the Ship were not considered deemed or taken to Extend to this Complainant as second Officer of the said Ship Rochford was there any breach of orders it must have been in the Chief Officer who received them from the Commander and not in this Complainant who left the Ship by the permission and allowance of his Commanding Officer the Chief Mate and agreeable to the Usage and Custom in the Service for time immemorial. This Complainant by way of further Joinder to the said Defendants seperate Demurrer Saith that the Defendants pretended Complaint to the Honble the Governor and Council of Fort Saint George was without any Just Cause or pretext whatsoever which the said Defendant must be convinced of or would have Answered this Complainants Bill of Complaint and therein setforth what he could in Refutation of the Charges therein Exhibited and setforth against him instead of Demurring thereunto under such Vague and frivolous Pleas and pretences as he has done for this Complainant Saith he has been aggrieved injured and oppressed by the said Defendant in manner and form as in and by his said Bill of Complaint is alledged and fully setforth and was compelled to seek relief before this Honble Court against the said Defendant nor ought this Complainant for any thing pleaded or advanced by the said Defendant in his said Demurrer to be precluded from his Right of Action for Recovery of his Property which he was illegally dispossessed of by the said Defendant or his Damages which he has so unjustly Sustained by and thro' the means of the said Defendant And this Complainant saith that he is advised that the said seperate Demurrer of the said Defendants contains

no

no Matter or plea proper or Effectual for a Demurrer in either Law or Equity and that by Demurring to this Complainants said Bill of Complaint instead of pleading or Answering thereunto the said Defendant has admitted and Confessed the said Charges with all the Matters and things as in and by the said Bill of this Complainant is setforth Exhibited and Charged against the said Defendant to be true in Manner and form as the same are therein stated whereupon this Complainant humbly Prays the Judgement of this Honble Court And upon due Consideration of the Premises hope that they will be pleased to dismiss the seperate Demurrer of the said Defendant with Costs and that the Defendant may be ordered to Answer his Bill of Complaint

Edward Ellis
Atty for the Complt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of April Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland and Hugh Maxwell
John Borradaile } Aldermen
James Tod Alexander Cuthbert Thomas Poynting and
James Douglas Richardson

Bill With Copies of Two Exhibits annexed Read
Affidavit of the Complainant Read
Demurrer Read
Joinder Read.

The Demurrer of the Defendant James Tod and the Complainants Joinder thereto Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of Two Exhibits Annexed, the Affidavit of the Complainant, the Demurrer the Joinder On Hearing the Pleadings Made use of by the Attornies and on due Consideration had thereon The Court are of Opinion that the Pleas made use of by the Defendant in his Demurrer are good and Sufficient This Court doth therefore think fit to Order and doth Accordingly Order that the Complainants Bill so far as it Relates to the Defendant James Tod to Stand Dismissed with Costs— P Cur.

Court of Appeals
at
Madraspatnam } Ft Friday the 27th September 1782.

Between John Borradaile
Appellant and James Tod Respondent

The Attorney for the Appellant having moved to withdraw this Cause on paying the Costs and the Attorney for the Respondent having agreed thereto—

Ordered Accordingly.
Chas Freeman
Clerk of Apps.

Filed 26th Feby 1782

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Borradaile late Second Mate of the Ship Rochford James Tod Commander in the Service of the Honble United English East India Company and now laying at anchor in the Roads of Madras that Whereas Your Orator after a long and faithfull Service of more than fourteen Years was Appointed Second Mate of the said Ship Rochford by Mr. George Wilson Husband of the said Ship by and with the full Consent, and Approbation of the owners thereof and was in such Birth and Station of Second Mate after being duely Sworn regularly and fully Confirmed and Established by the Honble the Court of Directors for and during this present Voyage from Great Britain to the East Indies China or Else where and to return to Great Britain in the said Station and Birth— Your Orator further Sheweth that in Consequence of such Appointment and of the Engagements he had Entered into he undertook and performed the necessary and incidental Duties of Second Mate of the said Ship Rochford from England to the East Indies and arrived at Madras on or About the Tenth day of January One Thousand Seven Hundred and Eighty one and from thence proceeded some time afterwards in his said Station on Bord of the said Ship to Bengal During all which time Your Orator Sheweth that he Attended fully and properly to his Duty in his said Station and faithfully Discharged the same Your Orator further Sheweth unto this Honble Court that James Tod the Commander of the said Ship Rochford intending and Contriving how to injure and oppreſs Your Orator did without any Just Cause or Reasonable pretence take upon himself unwarrantably and Arbitrarily to deprive and Suspend Your Orator from his said Birth and Station of Second Mate as aforesaid and for that purpose did on or about the Second day of October last past and which was in the Year of Our Lord One Thousand Seven Hundred and Eighty One— Deprive Divest and take from Your Orator all Power and authority which of Right was vested in him as Second Mate of the said Ship to Act do or perform any further Duty in the said Ship and which ought to have been done and Attended to by Your Orator and which he was willing and able to do as Second Mate as aforesaid he having been duly Sworn and properly Established in the said Birth and Station as afore is setforth— Your Orator further Sheweth unto this Honble Court that the said James Tod did sometime in the Month of October last past and which was in the Year of our Lord one Thousand Seven Hundred and Eighty one Cause many false and unjust Charges to be made and Exhibited against Your Orator and did further Confederate himself to and with Divers other persons how to injure and oppreſs Your Orator and by many unlawfull means and under Groundleſs Accusations did cause Your Orator to be removed from his Birth and Station of Second Mate in the said Ship

Rochford

Rochford and from the Priviledges Advantages and Benefits attendant thereupon to the great Damage and irreparable Injury of Your Orators fortune and Circumstances— from which Deprivation and unwarrantable proceedings Your Orator Sheweth unto this Honble Court that he was deprived of a Birth or even a Paſsage home to England Contrary to Law Reason and Equity and which Your Orator Sheweth is expreſsly Contrary to Certain Engagements entered into by and between the said James Tod and the Owners of the said Ship— Your Orator being thus deprived of every thing valuable on Bond of the said Ship and left destitute of a Paſsage home to England he did some time on or about the fourth day of this present Month of February apply by the said James Tod for a Paſsage to England on Board of the said Ship Rochford to which Application he received an answer in Writing Copy of which is hereunto annexed for the Inspection of this Honble Court and which is prayed by Your Orator to be taken as part of this his Bill of Complaint the Original whereof being in Your Orators poſseſsion is ready to be produced when required— Wherefore Your Orator Sheweth unto this Honble Court that he is by the Actions and doing of the said James Tod and his Confederates left in bad Station deprived of his property Birth Station and paſsage home to England— Whereby he has Suffered and Sustained and is likely and liable to Suffer and Sustain many heavy Loſses and must be put to great inconvenience and exceſsive Charges Your Orator further Sheweth unto this Honble Court that he hath done all in his power to Convince the said

James Tod that he has wrongfully deprived Your Orator of his Birth Station and Paſsage to Europe and that he was desirous of returning to his Duty and Station on board the said Ship Rockford Your Orator further Sheweth that from the Loſses and heavy Expences occasioned by such Arbitrary and unwarrantable proceedings of the said James Tod by his Your Orator being so deprived of Paſsage and which of Right he was intitled unto he Your Orator is Subject unto and put to heavy Charges and Expences which Your Orator Sheweth he would not have been Subjected or put unto for Pounds one thousand two Hundred Sterling Money of Great Britain or three thousand Pagodas Current Money of Madras which Inconvenience Expence and Charges Your Orator Sheweth is well known unto the said James Tod and Your Orator further Sheweth that he has often and in a friendly Manner requested the said James Tod to allow Your Orator a Paſsage in the said Ship Rockford to England and which in Justice and Right he ought to have done but which he the said James Tod refuse to do or permit to be done to the Manifest injury and heavy Expence of Your Orator Notwithstanding the said James Tod must well know that Your Orator was and is Strictly and Clearly entitled unto his paſsage to England in the said Ship as aforesaid

But now so it is May it please this Honble Court the said James Tod obstinately and wilfully refuses to give Your Orator any Manner of Satisfaction touching the premises who under many vague and frivolous excuses pretended that after what has paſsed between Your

Orator and the said James Tod that he Cannot permit Your Orator to have a paſsage in the said Ship the Rockford tho Your Orator expreſsly Charges that his Conduct and behaviour on board of the said Ship has always been proper in his Station Respectful to his Commander and Attentive to his Duty nor can the said James Tod with truth say any thing to the Contrary. Your Orator further Charges that being so Entitled to his paſsage to Europe as aforesaid that the said James Tod ought to pay defray and be liable for the heavy Damages and Expences which Your Orator is so Unwarrantable put unto and has Sustained or may Sustain on that Account. Your Orator further Charges that Whereas the said James Tod must in his Conscience be fully convinced and Satisfied that Your Orator did always and upon every occasion whilst on board or belonging to the said Ship Rockford Discharge his Duty in a proper manner he the said James Tod ought not to have refused Your Orator a paſsage to Europe or Endeavoured by any means to have injured and oppreſsed Your Orator and which Your Orator Expreſsly Charges that the said James Tod have done by many unlawful and unwarrantable ways and Means, which Your Orator further Charges is to his great Injury Loſs and heavy Damages all which actings and doings of the said James Tod and his Confederates are Contrary to Equity and good Conscience and tend to the Manifest wrong Injury and Oppreſsion of Your Orator—Intender Consideration whereof and for as much as Your Orator is Remediless without the Aid and Interference of this Honble Court before whom Matters of this Nature are properly Cognizable and Relievable Your Orator doth therefore pray a General Relief in all and Singular the premises such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said James Tod may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before setforth and Alledged as fully truly perfectly and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and more Especially that he may setforth and shew whether Your Orator was or was not Legally and properly Appointed Second Mate of the said Ship Rochford—and whether Your Orator being so legally and properly Appointed did not enter upon and perform the Duties of the said Birth and Station in the said Ship—and whether Your Orator did or did not upon every occasion exert himself in the Execution of his Duty and discharge the same faithfully and Effectually—Whether in Consequence of such Appointment Your Orator was or was not entitled unto the Rank—Station Birth priviledges and Advantage Attendant thereupon: Whether Your Orator was or was not legally and Clearly entitled to a passage home to Europe in the said Ship Rochford—whether

your

your Orator has not often and in a Decent Manner Applied unto him the said James Tod for a Passage to England in the said Ship Rochford—and whether in Consequence of a refusal from him the said James Tod he does not in his Conscience believe that Your Orator is and must be put unto and Subject to many heavy and excessive expences Losses and Damages—and Your Orator prayeth that the said James Tod may be Decreed to pay unto Your Orator the Sum of three thousand Pagodas Current Money of Madras or such other Sum as to this Honble Court shall appear Equivalent to the Losses and heavy Expences Your Orator has been put unto and which may appear to them the premises Consideration to be agreeable to Equity and good Conscience and that the said James Tod may be Decreed to pay all Costs of this Suit

May it Please this Honble Court to Cause the said James Tod to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Edward Ellis
atty: for the Complts.

Sir

Being under the Necessity of taking a Number of Charter Party Passengers from the Government here and Considering what has passed between You and me I can by no Means agree to take You as a Passenger on Board the Rockford —

Fort St. George
5th. February 1782

I am Sir
Your Humble Servant
James Tod

A true Copy
Edward Ellis
Atty for the Compl.t

Mr. John Borradaile

In the Honble the Mayors Court at Madraspatnam

Filed 2 March 1782.

Between John Borradaile Compl.t
and James Tod Defendant —

John Borradaile Complainant in this Cause maketh Oath and Saith that he was duly Appointed to and properly Confirmed in the Birth and Station of Second Mate of the Ship Rockford James Tod Commander now laying at Anchor in the Roads of Madras that he is willing and able to perform the Duties of the said Birth and Station of Second Mate on board of the said Ship but is prevented by the said Commander and this Deponent further Saith he has been refused and Denied a Passage to Europe on Board the said Ship by the said James Tod and this Deponent further Saith that he has carefully read the Bill of Complaint Exhibited in this Honble Court at his Instance agst the said James Tod — and that the Matter and things therein Charged and setforth are true — and this Deponent Saith that the said James Tod is about to depart from the Jurisdiction of this Honble Court —

Sworn to before me this
Second day of March 1782.
Edwd. Garrow
Mayor.

John Borradaile.

Filed the 5th. March 1782
after the adjournment
of the Court

In the Honble the Mayor's Court at Madraspatnam

Between John Borradaile Complaint
and James Tod Defendant

The Demurrer of the above Named James Tod to the Bill of Complaint of the said John Borradaile —

The said Defendant by Protestation not confessing or Acknowledging all or any of the matters or things in the Complainants said Bill of Complaint to be true in such sort manner and form as the same are therein and thereby setforth and alledged doth demur in Law thereto — And for Cause of Demurrer saith that it appears of the Complainants own shewing that he charges this Defendant as Commander of the said Ship Rockford for having suspended the the said Complainant as Second Officer of the said Ship Rockford and for having refused the Complainant a Passage to Europe in the said Ship Rockford all which matters and things do not tend to charge this Defendant with any Wrong or Injury done to the Complainant for it is incident to the Station of every Commander of any ship of War or Merchant Ship or Vessel to suspend any Officer of such Ship or Vessel for disobedience of Orders or Breach of Duty and to continue such Suspension until a proper Enquiry or Trial can be made according to the Custom of the Service in such Cases as to the Merits of such Charge And this Defendant saith that it appeareth of the Complainants own shewing in another Bill of Complaint filed in this Honble Court by the said Complainant in the

Twenty third day of February last and now of Record in this Honble
Court wherein the said Complainant is Complainant and this
Defendant with Alexander Cuthbert Thomas Poynting and James
Douglas Richardson are Defendants that this Defendant did
apply to the Right Honble the President and Council of Fort
Saint George soon after his first arrival at the Presidency after
having so suspended the said Complainant charging the said
Complainant with a Breach of Orders that the said President
and Council ordered a Committee of Enquiry consisting of the said
Alexander Cuthbert Thomas Poynting and James Douglas Richardson
to examine into the Conduct of the Complainant That the said
Committee met several times at the House of the said Alexander
Cuthbert that the Complainant considering such mode of Enquiry
as the means of exculpating him from any charges that might
be brought against him submitted to and attended on the said
Committee That by the evidence of Peter Marshall Chief Mate
of the said Ship Rockford the Complainant was guilty of a Breach
of Orders that the Complainant entred on his Defence and examined
Henry Dizerlee the Purser of the said Ship to endeavour to
establish such Defence that the said Committee were unanimous
in Opinion that the Complainant was guilty of a Breach of
Orders that they made a Report thereof to the Right Honble the
President and Council of Fort Saint George and that in
consequence of such Report the said President and Council
dismissed the said Complainant from his said Station of Second
Mate to which said Bill of Complaint being now of Record
in this Honble Court this Defendant humbly conceives he has a

Right

Right of reference and therefore doth refer thereto and prays such ample benefit therefrom as if the same was fully setforth in this present Bill of Complaint of the Complainant against this Defendant by all which it appears that the Suspension of the Complainant was for a Breach of Orders and that the Committee of Enquiry were formed by and acted under the Orders of the said President and Council and not of this Defendant and as the Complainant was dismissed from his Station of Second Officer of the said Ship Rockford by the said said President and Council and not by this Defendant therefore this Defendant ought not to be brought to account for the same And as in consequence of such Dismission the Complainant had evidently no Right to a Passage on Board the said Ship Rockford and as it appears by this Defendants said Letter Copy whereof is annexed to the Complainants said Bill of Complaint that this Defendant was under the necessity of taking a Number of Charter Party Passengers from Government this Defendants Refusal to take the Complainant ought not tobe considered as a sufficient Cause of Action wherefore this Defendant should be brought before this Honble Court.

Wherefore and for as much as the Complainants said Bill of Complaint doth not contain as this Defendant is advised any matter of Law sufficient to establish any Right or Demand against this defendant nor to draw him in Suit into this Honble Court touching the Matters Complained of in the Complainants said Bill of Complaint And also for many other Errors and Imperfections in the Complainants said Bill of Complaint contained this defendant doth demur in Law thereunto and humbly craves the Judgment of this Honble Court whether he ought to make Answer to the said Bill of Complaint and humbly prays to be hence dismissed with his Costs in this behalf wrongfully Sustained.

Popham
Atty: for Defts.

Filed 25th March 1782

The Joinder of John Borradaile late Second Mate of the Ship Rochford in the Service of the Honble United English East India Company Complainant to the Demurrer of James Ford Commander of the said Ship Rochford Defendant

The said Complainant Says that Notwithstanding any thing in the above said Demurrer Charged alledged or setforth by the said Defendant the said Complainants Bill of Complaint ought not to be Quashed dismissed or Annulled — Because he the said Complainant says that the said Bill of Complaint and the Matters and things therein contained exhibited and Charged are good certain and sufficient in the Law for him the said Complainant to maintain his Action against the said Defendt which said Matters and things contained Exhibited Charged and setforth in and by his said Bill of Complaint he is Ready and willing to Aver maintain and prove in such manner and form as this Honble Court shall think fit. and for Joinder unto the Defendants said Demurrer the said Complainant says that the matter setforth and shewn by the said Defendt for Cause of Demurrer are vague frivilous and untrue and contain no plea or Matter for a Demurrer in either Law or Equity nor can any Reference to other matter be properly introduced in a Demurrer which the said Defendant has done but of which if there is ought to avail him or excuse him the Defendant why are they not pleaded in a proper manner and brought regularly before this Honble Court upon the Merits nor can the Defendant rely upon the Incidental Duties of his

his Station as Commander to Warrant the unjustifiable treatment of this Complainant, for by the Express Covenants Entered into by and between the Officers and Owners of every Ship in that Service and the Honble Court of Directors Express provision is made for the passage and accomodation of such Officers as leave Europe in any Ships in their Service, and this Complainant Says that the said Defendant as Commander of the Ship Rochford was guilty of a breach of those Covenants when he so peremptorily refused this Complainant a passage home to Europe - instead of acting up to the Station of a Commander as is Stated in and by his Demurrer - under the Sanction of which he attempts to Excuse himself - nor was the said Complainant at any time negligent of his Duty or Guilty of any breach of orders - Notwithstanding the accusations of the said Defendant in and by his said Demurrer which appears calculated and introduced to injure this Complainant in his Character and Circumstances more than to Answer any fair or honest purpose for as this Complainant is Advised such matters and things if Existing are more proper for an Answer or plea than a Demurrer, wherein no Evidence can be Examined to Establish or Refute any thing that is advanced wherefore this Complainant says such Matters ought not to be introduced or advanced against him in the Manner and form as by the said Defendants Demurrer is Stated - this Complainant says that there can be no truth or Justice in the Defendants Declaration wherein he says that in Consequence of this Complainants Dismission he had Evidently no Right to a passage on Board the said Ship Rochford in support of which he refers to the said Defendants Letter to this Complainant is peremptorily Refused a passage to Europe by the said Commander because he had a Number of other Passengers, which as this Complainant is advised and verily believes is Contrary to Law and Equity for this Complainant being properly appointed to his Rank and Station the said Ship by the Ships Husband and owners and being desirous and willing to return to Europe on Board the said Ship – it was Contrary to common Justice and Right in the said Commander to refuse this Complainant a passage as thereby he was Subjected to heavy Expences and deprived of accomodations which were his Right and so taken from him by the said Defendant Contrary to the Express intent and meaning of a Certain act of Parliament made in the 11th and 12th Years of King William Chapter the Seventh – wherein it is expressly declared" that in Case any Master of a Merchant Ship or Vessell shall after the Nine and twentieth day of September One Thousand and Seven Hundred – during his being abroad force any man on shore, or wilfully leave him behind in any of his Majestys plantations or Elsewhere – or shall refuse to bring home with him again, all such of the Men which he carried out with him, as are in a Condition to Return when he shall be Ready to produce in his homeward bound Voyage – Every such Master shall being thereof Lawfully convicted suffer three Months Imprisonment without Bail or Mainprize – this Compt. Saith that he was willing and able to perform his Duty on board of the said Ship – and that after he was so illegally suspended from his Birth and Station he was peremptorily refused a passage to Europe by the said Commander on board of the said Ship Rochford and holding the said Commander liable for the Expence and damage he might thereby Sustain he Commenced

his

his Action in this Honble Court and doubt not but they will Consider it as it really was occasioned from Necessity to seek relief against such oppressive and Arbitrary proceedings as he has Experienced from the said Defendant as Commander of the said Ship Rochford And this Complainant Saith that he is advised that the said Demurrer of the said Defendant Contains no Matter or plea proper or Effectual for a Demurrer in their Law or Equity and that the said Defendant has in such Demurrer admitted and Confessed the said Charges with all the Matters and things as in and by the said Bill of this Complainant is setforth Exhibited and Charged against the said Defendant to be true in manner and form as the same are therein Stated – Wherefore this Compt. humbly Prays the Judgment of this Honble Court and Upon due Consideration of the Premises hope that they will be pleased to Dismiss the Defendant said Demurrer with Costs and that the Defendant may be Ordered to Answer this Complainants Bill of Complaint.

Edward Ellis
Atty: for the Complts.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of April Anno Domini 1782.

Present

Edward Garrow Esquire – Mayor
Edward John Holland – and Hugh Maxwell
Aldermen

John Borradaile
vers
James Tod –

Bill with Copy of one Exhibit annexed Read
Affidavit of the Complainant Read
Demurrer Read
Joinder Read.

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with Copy of one Exhibit annexed the Affidavit of the Complainant the Demurrer, the Joinder On Hearing the Arguments Made use of by the Attornies and on a due Consideration had thereon The Court are of Opinion that the Pleas made Use of by the Defendant in his Demurrer are Insufficient this Court doth therefore think fit to Order and doth Accordingly Order that the Defendants Demurrer be thrown out with Costs and that the Defendant be put upon his Answer—

Court of Appeals
at
Madraspatnam } Friday the 27th September 1782.

Between James Tod Appellant
and John Borradaile Respondent.

The Attorney for the Appellant having Moved to withdraw this Cause on paying the Costs and the Attorney for the Respondent having Agreed thereto —

Ordered Accordingly
Chas Freeman
Clerk of Appls

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Punchavaly Sada Sanker Assoondu Row by his attorney Jacob Rouchey of Madras Inhabitant, that Ramdoſs Gopalldoſs of Madras aforesaid Inhabitant stands Justly and truely indebted unto Your Orator in the full and Just Sum of Forty Seven Pagodas and Twenty Nine fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda, the Sum of Nineteen Pounds and one Shillings or thereabouts, as will more fully and at Large appear by Copies of an Account Current, Translation of a Bond and an Aſsignment hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this Your Orator's Bill of Complaint, the Originals of which are in Your Orator's poſseſsion and Ready to be produced whenever Your Orators shall by this Honble Court be thereunto Required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the Said Ramdoſs Gopall doſs of the said Sum of Forty Seven Pagodas and Twenty Nine fanams—

But now so it is May it please this Honble Court that the Said Ramdoſs Gopaldoſs doth Obstinately and wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction Touching the premises, Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the Said Ramdoſs Gopaldoſs May upon his Corporal Oath full, true, Direct, and perfect Answer Make to all and singular the Matters and things, herein before setforth and alledged as fully truely, perfectually and effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated, and that he may be Decreed to pay unto your Orator the said Sum of Forty Seven Pagodas and Twenty Nine fanams, with all Interest that now is or shall hereafter become due thereon, and also all Costs of this Suit

May it Please this Honble Court to cause the said Ramdoss to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain Time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint, and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Thomas Jones
atty for Compltt

12th February 1782
This Bill was shewn to me in the Days of Adjournment and the Complainants Attorney having made Oath to the Justness of his Debt and that he has reason to believe the Defendant will Abscond from the Jurisdiction of this Honble Court on hearing this Bill is filed against him let a Summons returnable immediately and Warrant of Arrest Issue —
Edwd Garrow
Mayor

Dr Ramdoss Gopalldoss in Acct Curt with Pinchavaly Sinda Sanker Annunda Row Cr

			Pag.	fa.	ca.				Pag.	fa.	ca.
1778 June	2	To the amount of your Bond of this date 153 Rupees the Exch @ 350 ℘ 100 Pag.	43	34	–	1780 May	2	By Cash Received in part	4	–	–
						Decr	15	By Ditto Ditto	5	–	–
									9	–	–
1782 Febry	2	To Interest on do from 2 Augt 1778 to this day is 3 y. 6 m @ 9 ℘ Cent ℘ Annum	13	36	–	1782 Febry	2	on Pag 4: To Interest on do from 2 May 1780 to this day is 1 y 9 m @ 9 ℘ Cent ℘ Annum .. 24 60			
						on Pag 5		To ditto from 15 Decr 1780 to this day is 1 y 1 m 17 d @ 9 ℘ Cent ℘ Annum .. 16 40	–	41	–
									9	41	
								By Ballance	47	29	–
		Pagodas	57	24	–			Pagodas	57	24	–

a true Copy
Thomas Jones
atty for Compltt

Fort St George
2 Febry 1782
E. E. for Pangavaly Saba Sanker
(Signed) Annanda Row
(Signed) Jacob Rouckley

Translation of a Bond or Obligation Dated the 2d of June 1778

I Ramodoss Gopauldoss do give this Bond to Panjavale Sadasancaroo Anandarow that is to say

I Received the Sum of (153) One Hundred and fifty three Rupees on Account of Ganjam Goods which I promise to pay in Two Months in default of the said payment then I promise to pay the said sum with Interest @ 9 ℘ Cent ℘ Annum Witnesses Haredattobatto and Manasaravatalye thus I do give this Bond by my Consent

(Signed)
Raumodoss Gopauldoss

Witnesses Signed
Haredattabatto
Manasaravatalye

A true Translation as near as can be from the Gentoo Language by — Soobaroyam
Interpr

a true Copy
Thomas Jones
Atty for Complt

To all People to whom these presents shall come Greeting Whereas Ramdoss Gopalldoss on the Ballance of an Account Current bearing date the second day of February in the present Year of Our Lord One thousand Seven Hundred and Eighty Two Arising on a Certain Bond or Obligation bearing date the Second day of the Month of June which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight Stand indebted unto Pinchavaly Saba Sanker Aunnunda Row of Madraspatnam aforesaid in the Sum of Forty Seven Pagodas and Twenty Nine fanams as by the said Bond or Obligation May appear and whereas there now Remains due to the said Pinchavaly Saba Sanker Annunda Row on the said Account Current the Sum of Forty Seven Pagodas and Twenty Nine fanams

Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Nineteen Pounds and one Shilling or thereabouts Now know ye that the said Punchavaly Sada Sanker Aunnunda Row for a Valuable Consideration to him in hand paid by Jacob Rouchey of Madraspatnam aforesaid the receipt whereof the said Punchavaly Sada Sanker Aunnunda Row Doth hereby Acknowledge he the said Punchavaly Sada Sanker Aunnunda Row hath Assigned and set over and by these presents doth assign and set over unto the said Jacob Rouchey the said Sum of Forty Seven Pagodas and Twenty Nine fanams and all his Right and Interest of in and to the same and the said Punchavaly Sada Sanker Aunnunda Row for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth Make Constitute and Appoint the said Jacob Rouchey his heirs Executors Administrators and Assigns his true and Lawfull Attorney or Attornies irrevocable for him and in his Name and in the Name and Names of his heirs Executors Administrators and Assigns but for the Sole and proper use and Benefit of the said Jacob Rouchey his heirs Executors Administrators and Assigns to Ask Require demand and receive of the said Ramdoss Gopauldoss his heirs Executors and administrators and Assigns the said Sum of Forty Seven Pagodas and Twenty Nine fanams and on non payment thereof him the said Ramdoss Gopauldoss his heirs Executors Administrators and Assigns to sue for and recover the same and on payment thereof to give Sufficient releases and discharges therefore and one or more Attorney or Attornies under him to make Constitute and appoint and whatsoever the said Jacob Rouchey or his Attorney or

or Attornies shall Lawfully do in the premises the said Punchaly sada Sanker Aunnunda Row doth hereby allow and affirm and the said Punchavaly Sada Sanker Aunnunda Row doth Covenant with the said Jacob Rouchey that he the said Punchavaly Sada Sanker Aunnunda Row hath not received nor will Receive the said Sum of Forty Seven Pagodas and Twenty Nine fanams or any part thereof Neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof he the said Jacob Rouchey thereof he the said Jacob Rouchey saving the said Punchaly Sada Sanker Aunnunda Row harmless of and from any Costs that may happen to him thereby In Witness whereof the said Punchavaly Sada Sanker Aunnunda Row hath hereunto set and affixed his hand and Seal in Madraspatnam aforesaid this Second day of February in the year of our Lord One Thousand Seven Hundred and Eighty two

Signed Sealed and delivered
where no Stampt Paper is to be had
in the presence of
Vencatachellum
Pundapah

(Signed) Panjavaly Sada Sanker Aunnunda Row (L.S.)

A true Copy.
Thomas Jones
Attorney for Compt.

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

Between Punchavaly Sada Sanker Aunanda Row by his Attorney Jacob Rouchey of Madraspatnam Complainant and Ramdoss Gopall doss of Madraspatnam aforesaid Inhabitant Defendant

The Affidavit of Jacob Rouchey

This Deponent Maketh Oath and Saith that the abovenamed Defendant Stands Justly and truely Indebted unto him this Depont in the full and Just Sum of Forty Seven Pagodas and Twenty Nine fanams Current Money of Madras, and that he the Deponent has Reason to believe that the abovenamed Defendant is about to depart the Jurisdiction of this Honble Court

Thomas Jones
Atty for Complt.

Na Honoravel Corte Mayoral
da Madrastapao.

Entre Punchavally Sada Sanker Aunanda Row por sua Procurador Jacob Rouchey do Madrastapatão Queixante e Ramdoss Gopaulldoss do mesmo lugar Habitante Defendente.

O Depoimento de Jacob Rouchey.

Este Depoiente fez Juramento e Diz que o Sima Mencionado Defendente fica Justo e Verdadeiramente endividado ao elle este Depoiente Na Cheo e Justa Soma de Corenta Sete Pagodes e Vinte Nove fanoems Moeda Corrente de Madrasta e que elle este Depoiente haja Rezão de Crer que o Sima Mencionado Defendente esta ao [illegible] de Auzentar do Jurisdição deste Honoravel Corte.

Sworn before Me
this 6th Febry 1782.
Edward Garrow
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 9th Day of April Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland and Hugh Maxwell
Aldermen

Between Punchavaly Sada Sanker Aununda Row by his Attorney Jacob Ronchey of Madras patnam Inhabitant Complainant and Ramdoss Gopaulldoss of Madraspatnam aforesaid Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complts Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Forty Seven Pagodas and Twenty Nine (Pagr 47.29.—) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Filed Septr 11th 1781

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Pannane Maur Chitty and Malia pau hem Moondapa Chitty by their Attorney Jacob Roachy of Madraspatnam aforesaid, that Tetaude Latchomanauroyana Naick and Jygapa Naick of the same place Inhabitants, stand jointly and separately Justly and truely indebted unto Your Orators, in the full and Just Sum of Six Hundred and Seventy four Pagodas thirty one fanams and Sixty Cash Current Money of Madras, Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Sixty Nine Pounds and Eighteen Shillings or thereabouts as will more fully and at Large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orators prays may be admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orators Possession and Ready to be produced whenever Your Orators shall by these Honble Court be thereunto required Your Orators further shew unto this Honble Court that in the Month of August which was in the Year of our Lord One Thousand Seven Hundred and Seventy Seven, the said Tetaude Latchomanauroyana Naick and Jagapa Naick applied unto Your Orators for the Loan of Four Hundred and Twenty five Pagodas and Twenty Six fanams on Respondentia for a Voyage, to be by them performed, from the Port of Porto Novo to Jagganaut and from thence to Madrass and as a Recompence for the risk which Your Orators were to run during the said Voyage, the Premium for the same was proposed to be Twenty Pagodas by the Hundred for the Voyage Your Orators further shew unto this Honble Court that the Proposal

Proposal of the said Tetaude Latchomanauroya Naick and Jagapa Naick Meeting with Your Orators approbation, Your Orators did lend on Respondentia to the said Tetaude Latchomanauroya Naick and Jagapa Naick the said Sum of Four Hundred and Twenty five Pagodas and Twenty Six fanams for the said Voyage, and as Security for the Repayment of the said Sum of Four Hundred and Twenty five Pagodas and Twenty Six fanams with the Premium, in case the said Tetaude Latchomanauroya Naick and Jagapah Naick or their Goods and Merchandise should arrive in safety at the Port of Madrass the said Tetaude Latchomanauroya Naick and Jagapa Naick did give and grant unto Your Orators their joint Bond bearing date the Twenty Sixth day of August which was in the Year of our Lord One Thousand Seven Hundred and Seventy Seven, whereby they become jointly and separately bound unto Your Orators to repay the said Sum of four Hundred and Twenty five Pagodas and Twenty Six fanams with the premium at the rate of Twenty Pagodas by the Hundred, within Twenty one days after their or their Goods Arrival in safety in the Port of Madras, as will more fully and at large appear by a Copy of a Translation of the said Respondentia Bond hereunto Annexed for the Inspection of this Honble Court, which Your Orators prays may be admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orators Possession and ready to be produced, when ever Your Orators shall, by this Honble Court, be thereunto required Your Orators further shew unto this Honble Court that the said Tetaude Latchamanaroya Naick and Jagapah Naick did commence and proceed upon the said Voyage and on the Twenty Sixth day of May, which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight arrived in safety at the Port of Madras, having finished the Voyage on which Your Orator had lent the said Sum of Four Hundred and Twenty five Pagodas and Twenty Six fanams on Respondentia Your Orators further Shew unto this Honble Court that the said Tutaude Latchomanauroya Naich and Jagapa have not either jointly or separately nor hath any one for them or either of them, paid or caused to be paid unto Your Orators or to any one for Your Orators Use, either the whole or any part of the Money due and owing on Account of the said Respondentia Bond and Account Current hereunto Annexed. Your Orators further Shew unto this Honble Court that your Orators being indebted by Bond unto Your Orators Attorney Jacob Rouchey and the time for the Payment of the said Bond being expired. Your Orator to satisfy the importunate demands of Your Orators said Attorney the said Jacob Rouchey on Account of the said Bond, did prevail on the said Jacob Rouchey to accept of an Assignment of the debt due from the said Tutaude Latchomanauroya Naich and Jagapah Naich to Your Orators in Satisfaction of and discharge of Your Orators Bond to the said Jacob Rouchey and the said Jacob Rouchey having agreed to accept the same Your Orators did on the Twenty fourth day of July in the present Year of Our Lord One Thousand Seven Hundred and Eighty One execute unto Your Orators said Attorney the said Jacob Rouchey an Assignment of the said Respondentia Bond and Account Current and of the Money due and owing on Account thereof. And Your Orators have made constituted and Appointed the said Jacob Rouchey, his heirs Executors, Administrator and Assigns to be Your Orator's true and lawful Attorney or Attornies irrevocable for Your Orators and in Your Orator's Name and in the Name and Names of Your Orator Heirs

Heirs Executors, Administrators and Assigns but for the sole and proper Use and benefit of the said Jacob Rouchey, his heirs, Executors Admors and Assigns to ask Require, demand and Receive of the said Tutaude Latchomanauroya Naich and Jagapah Naich their Heirs Executors Executors, Administrators and Assigns, the Money due and owing on the said Respondentia Bond and Account Current and on Nonpayment thereof, him, the said Tutaude Latchomanauroya Naich and Jagapa Naich, their Heirs Executors, Administrators and Assigns, to sue for and recover the same and on payment thereof, to deliver up and cancell the said Respondentia Bond and Account Current, and give sufficient Releases and Discharges therefor, Your Orators allowing Ratifying and confirming whatsoever the said Jacob Rouchey shall lawfully do in the Premises, as will more fully and at large appear by a Copy of the said Assignment hereunto annexed for the Inspection of this Honble Court, which Your Orators prays may be admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orator's Possession and Ready to be produced, whenever Your Orator's shall by this Honble Court be thereunto Required. Your Orator's further Shew unto this Honble Court that they have frequently and in an Amicable Manner Requested payment from the said Tutaude Latchomanauroya Naich and Jagapa Naich of the said Sum of Six Hundred and twenty four Pagodas Thirty one fanams and Sixty Cash—

But now so it is May it please this Honble Court that the said Tutaude Latchomanauroya Naich and Jagapa Naich doth Obstinately and Wilfully refuse to pay the same or to give Your Orators any Manner of Satisfaction Touching the premises Your Orator's therefore prays a General Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Tulaude Latchamanauroya Naick and Iegapa Naick may upon their Corporal Oaths full true Direct and perfect Answer Make to all and Singular the Matters and things hereinbefore setforth and alledged as fully truely perfectly and effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that more especially that they may setforth and discover whether they ever made any applications to Your Orators for the Loan of a Sum of Money whether upon Respondentia or otherwise and whether they ever executed a Bond to Your Orators of the same form words and figures as that a Copy of a Translation of which is hereunto annexed and whether they do not stand justly and truely indebted unto Your Orators in the said Sum of Six hundred and Seventy four Pagodas thirty one fanams and Sixty Cash as the Amount of the Principal Premium and Interest due on the said Respondentia Bond, And that they may be Decreed to pay unto Your Orators the said Sum of Six hundred and Seventy four Pagodas thirty one fanams and Sixty Cash with all Interest that now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Tulaude Latchamanauroya Naick and Iegapah Naick to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam at the District thereof personally to be and Appear before this Honble Court at a Certain Time and place to be by this Honble Court prefixed and Appointed then and there to answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Thomas Jones
"Atty for Complt."

Dr. Tulaude Latchamanauroyan Naick and Iegapah in Acct Curr.t with Pauvnanee Maure Chetty and Mauliapauchum Mauraupah Chetty Cr.

1777 Augt.	26th	To the Amount of Your Respondentia Bond of this Date	425.	28.	60.	By Ballance Due	674.	31.	60.
		To our Premium as pr. Agreement of Your Respondentia Bond @ 20 pr Cent pr Annum from 26th Augt. 1777 to the 26th May 1778 is 9 months being the time that Your Sloop Arrived	63.	28.	–				
			489.	10.	60.				
1778 May	26th	To Interest on Do. from 26th May 1778 to the 26th July 1781 is 3 Years & 2 Months @ 12 pr Cent pr annum	185.	21.	–				
		Pagodas	674.	31.	60.	Pagodas	674.	31.	60.

Fort St. George 26th July 1781.
Errors Excepted
(Signed) Punnaune Maure Chetty
(Signed) Mauliapauchum Marakapa Chetty
pr. (Signed) Jacob Rouchuff

A true Copy
Thomas Jones
"Atty for Complt."

Translation of a Respondentia Bond Dated the 26th of August 1777 —

We Tutaude Latchomanaurayana Naick and Jugapah Naick of Madras do Jointly give this Respondentia Bond to Pannane Maure Chitty and Mauliampaukum Maurodupah Chitty of the same place That is to say —

We have Borrowed of You the Sum of (425⅝) four Hundred and Twenty five Star Pagodas and five eight of a Pagoda on Respondentia for Songosilam which sum we promise to pay with such Premium as shall or may become due thereon of the rate of 25 p Ct but in the Manner following Viz.

We shall sail on the Two mast Vessell called belonging to Mayamogaramme from Portonovo and after our safe arrival at Songosilam and 21 days after our Return or Goods from thence in any Vessell on the Mondaseara or Extensive Road of Madras, we bind ourselves to pay the said Sum Jointly and Severally with the Premium without the Least Objection or delay to the Person that shall Produce this Bond, thus we do give this Respondentia Bond by our Concurrence —

(Signed)
Latchomanan
Jugapen

Witnesses Signed
Yagapen
Veeragoven

A true Translation as near as can be from the Malabar Language

Soobaroyam
Interpr.

A true Copy
Thomas Jones
Atty for Compt.

To

To all People to whom these presents shall come Greeting Whereas Tutauda Latchomanaurayana Naick and Jagapah of Madraspatnam Inhabitants on a Respondentia Bond bearing date the Twenty Sixth day of August One Thousand Seven Hundred and Seventy Seven and on the Ballance of an Account Current bearing Date the Twenty Sixth day of July in this present Year of our Lord One Thousand Seven Hundred and Eighty One stood indebted unto Pannane Mure Chitty and Maliapaukam Mauradapah Chitty of Madraspatnam aforesaid in the Sum of Six Hundred and Seventy four Pagodas Thirty one fanams and Sixty Cash, as by the said Account Current and Respondentia Bond may appear and whereas there now Remains Due to the said Pannane Mure Chitty and Maliapaukum Mauradapah Chitty on the said Respondentia Bond and Account Curren the Sum of Six Hundred and Seventy four Pagodas Thirty one fanams and Sixty Cash Making in Sterling Money of Great Britain Two Hundred and Sixty Nine pounds and Eighteen Shillings or thereabouts at eight Shillings for every Pagoda Now know ye that the said Pannane Mure Chitty and Maliapaukum Mauradapah Chitty for a Valuable Consideration to them in hand paid by Jacob Rouchey of Madraspatnam aforesaid, the Receipt whereof the said Pannane Mure Chitty and Maliapaukum Mauradapah Chitty Do hereby Acknowledge they the said Pannane Mare Chitty and Mauliapaukum Mauradapah Chitty, have Assigned and set over and by these presents do assign and Setover unto the said Jacob Rouchey the said Respondentia Bond and Account Current and the Money thereupon due and Owing, and all their Right and Interest of in, and to the same and they the said Pannaune Mare Chitty and Mauliapaukaon Mauradapah Chitty for the Consideration aforesaid have Made Constituted and Appointed, and by these presents do make Constitute, and Appoint, the said Jacob Rouchey his Executors Administrators and Assigns their true and Lawfull Attorney or Attornies irrevocable for them, and in their Name and in the Name and Names of their Heirs Executors, Administrators and Assigns but for the Sole and proper Use and Benefit of the said Jacob Rouchey his heirs, Executors, Administrators, and Assigns to Ask Require demand and Receive of the said Tutaudu Latchomanaroyana Naich and Jagapah, their Heirs, Executors Administrators and Assigns, the Money Due on the said Respondentia Bond and Account Current, and on non payment thereof then the said Tutaudu Latchomanaurayana Naich and Jagapah their Heirs Executors, Administrators, and Assigns, to sue for and Recover the same, and on payment thereof, to deliver up and cancell the said Respondentia Bond and Account Current and give Sufficient Releases and Discharges therefor, and one or More Attorney or Attornies under them to Make Constitute and appoint and whatsoever the said Jacob Rouchey or his Attorney or Attornies shall Lawfully do in the premises the said Pannane Maure Chitty and Maliapaukum Mauradapah Chitty do hereby allow and affirm. And the said Paunaune Maure Chitty and Maliapaukum Maradapah Chitty do Covenant with the said Jacob Rouchey, that they the said Paunaune Maure Chitty and Mauliapaukum Maraudapah Chitty have not received nor will receive the said Money due on the said Respondentia

Bond and Account Current or any part thereof Neither shall or will release or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the recovery thereof He the said Jacob Rouchey saving the said Pannane Maurce Chitty and Mauliapaukum Mauradapah Chitty harmless of and from any Costs that may happen to them thereby In Witness whereof they the said Paunaunee Maurce Chitty and Maliapaukum Maradapa Chitty have hereunto set and affixed their hands and Seals in Madraspatnam aforesaid this Twenty Sixth day of July in the Year of our Lord One Thousand Seven Hundred and Eighty one

Signed Sealed and delivered
where no Stampt paper is to be had
in the presence of
Cundapah Chitty
Vincatachellum

(Signed) Panane Maurce Chetty (L.S.)
(Signed) Maliapaukum Maradapah Chitty (L.S.)

A true Copy
Thomas Jones
"Atty for Complt."

Filed 8th October 1781

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

Between Ponnaunee Naune Chitty and
Maliapaukom Mauradapah Chitty by
their Attorney Jacob Rouchey Complainant
and Tetaude Latchmanaurayana Naich
and Jagapah Defendant.

The Affidavit of Ponnanee Naune Chitty and Maulapaukum Maraudapah Chitty by their Attorney Jacob Rouchey

This Deponent Maketh Oath and saith that the above named Defendants Stands well and truly Indebted unto him, this Deponent, in the full and just Sum of Six Hundred and Seventy four Pagodas Thirty one fanams and Sixty Cash Current Money of Madras, and that the abovenamed Defendant has been within the Jurisdiction of this Hon'ble Court since the Cause of Action arose

Thomas Jones
"Atty for Compts."

A True Translate as Near as Can
I be by W. Lucock
P. Interpr.

Na Honoravel Corte Mayoral
da Madrastapatao

Entre Comanone Maune Chitty e Mauliapaukam Mardapah Chitty por seus Procuradores Jacob de Rouchy Queixante e Titaude Latchamanaurayana Naick & Jagapah Habitante de Mesma Lugar Defendentes

O Affidavit de Comanone Maune Chitty & Mauliapaukam Mardapah Chitty por Seus Procurador Jacob de Rouchy

Este Depoente faz Juramento e Diz que a Sima Mensionados Defendentes fica Justo e Verdadeiramente endividados a elle este Depoente Na Verdadeira e Justa Soma de Seis Centos e Settenta quatro Pagodes Trenta fanams e Sessenta Cases Moeda Corrente da Madrasta e que a Sima Mensionados Defendentes estive Na Jurisdicção deste Honoravel Corte depois do Acção da Divida tem Adquerido

Sworn to before Me
this 5th Octr 1781
Rd. D. Munro
Alderman

Jacob Rouchy

Mayors Court at
Madraspatnam } { Tuesday the 9th day of April
Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Holland and Hugh Maxwell

Between Comanone Maune Chitty and Mallapauckom Mardapah Chitty by their Attorney Jacob Rouch of Madras Inhabitants Complainants and Titaude Latchmanaurayana Naick and Jagapah of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months (the time Limitted in his Majestys Charter is Elapsed Since the return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendants have not made any Appearance in Court to Answer the Complainants Bill. This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complaints the full and Just Sum of Six Hundred and Seventy four Pagodas Thirty one Fanams and Sixty Cash (Pags. 674. 31. 60) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

JHuer

Filed the 14th July 1781

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Cooper of Fort Saint George Esquire That Armogan of Madraspatnam aforesaid Inhabitant stands well and truely indebted unto Your Orator in the full and Just Sum of One Hundred and Sixteen Pagodas and Thirty Seven fanams Current Money of Madras, making in Sterling Money of

Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Six Pounds and Twelve Shillings or thereabouts, as will more fully and at Large appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orators Possession and ready to be produced whenever Your Orator shall by this Honble Court, be thereunto Required Your Orator further Sheweth unto this Honble Court, that Your Orator was by the Honble the President and Council of Fort Saint George aforesaid, Appointed Scavenger for the Town of Madraspatnam aforesaid, and Your Orator having Occasion for a Conicoply to called in and receive the Several Sums assessed upon the Different Houses for the Defraying the Expenses attendant upon the said Office of Scavenger, did appoint Vincatasha of Madraspatnam aforesaid Inhabitant and Father of the said Armogan, to be Your Orator's Conicoply for the purposes abovementioned who Acted under Your Orator such, and in that Capacity received Various Sums of Money of Different Persons for Your Orators Use, particularly those Specified in the Account Current hereunto Annexed for which he the said Vincatasha, never Accounted with Your Orator, and which Remained in the said Vincatasha's Hands as a Ballance due to Your Orator at the time of the said Vincatasha's Decease Your Orator further Sheweth unto this Honble Court, that the said Armogan is the Son and Heir of the said Vincatasha Deceased, and has possessed himself of all and Singular the Estate and Effects both real and personal of the said Vincatasha Deceased, and still retains the same in his the said Armogans Possession, intending to appropriate

the

the same to his own Use and Benefit, without Discharging the Debt due from the said Vincatashas Estate Your Orator further Sheweth unto this Honble Court that since the Decease of the said Vincatasha, the said Armogan hath frequently aknowledged himself to be indebted unto Your Orator in several Sums of Money on Account of his said Father Vincatasha and which said Sums, the said Armogan allowed had been received by his said Father for Your Orators Use, and for which the said Armogan Considered himself as Responsible which Your Orator Doubts not being able to prove to the Satisfaction of this Honble Court at a proper Season Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Sum of One Hundred and Sixteen Pagodas and Thirty Seven fanams.

But now so it is may it Please this Honble Court, the said Armogan Doth Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Armogan may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully, truly perfectually and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and more particularly that he the said Armogan may setforth and Discover, Whether he the said Armogan is or is not the Son of the said Vencatasha Deceased and Whether he the said Armogan is or is not the Heir of the said Vencatasha Deceased, and whether he the said Armogan did or did not, as the Son and Heir of the said Vencatash Deceased, possessed himself of all and singular the Estate and Effects both real and personal of the said Vencatasha Deceased And Whether he the said Armogan is or is not at this time in the possession of the same And that he the said Armogan May setforth and Discover, Whether he the said Armogan knows has heard or believes that the said Vencatasha ever served Your Orator as Conicoply or in any and what other Capacity And whether the said Vencatasha kept any and what Books of Accounts relative to his Transactions with Your Orator or with any other person or persons, and whether upon his the said Armogans Examinations of the papers of the said Vencatasha, he the said Armogan found any Books papers or Accounts any way relating to the Transaction betwixt Your Orator and the said Vencatasha, And in whose custody or possession the same now are; and whether he the said Armogan found any and what papers belonging to the Deceased, And that he the said Armogan may setforth and Discover what Estate either real or personal the said Vencatash did possessed of Whether the same consisted of Lands Houses Bonds Notes Jewels Apparel or of what other Nature or Quality and how and in what manner and to what Use or Uses, the same has been Disposed of appropriated or Applied And that he the said Armogan may

setforth

setforth and Discover, whether he the said Armogan ever hand any and what Conversation whith any person or persons and whom, respecting the Estate and Effects of his said Father Vencatasha, and Whether he the said Armogan ever said that the said Vencatasha, at the time of his the said Vencatasha's Decease stood Indebted unto Your Orator in Several Sums of Money which the said Vencatasha had received from Divers persons for the Use of Your Orator During the time, that he the said Vencatasha, served Your Orator as Conocoply and whether he the said Armogan ever Acknowledged himself to be Responsible unto Your Orator for the Amount thereof, And that he may be Decreed to pay unto Your Orator the said Sum of One Hundred and Sixteen Pagodas and Thirty Seven fanams With all such Interest that now is or shall hereafter become Due thereon and also all Costs of this Suit.

May it Please this Hon'ble Court to Cause the said Armogan to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and Appear before this Hon'ble Court at a Certain time and place to be by this Hon'ble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet.

Thomas Jones
Atty: for Compt.

14th July 1781.
This Bill was shewn to me between the days of Adjournment let a Summons issue Returnable Next Court Day
B Roebuck
Mayor

Dr. Vencatasha in Account Current with Thomas Cooper Esquire Cr.

9br	1	To Cash Received of Pohedy Ally Fanams 180 @ 42 fans. Exchange for Pagoda is	4	12
	13	To Do. Do. of Magushillally	..	37
	3	To Do. Do. of Tombonagors Fanams 480 @ 42 fans. Exchange for Pagoda is	11	18
	4	To Do. Do. of Tambonaigors Fanams 600 @ 42 fans. Exchange for Pagoda is	14	12
	15	To Do. Do. of Mootiah St. Fanams 420 @ 42 fans. Exchange for Pagoda is	10	-
	21	To Do. Do. of Mootiah Fanams 60 @ 42 fans. Exchange for Pagoda is	1	18
	26	To Do. Do. of Mootiah Fanams 96 @ 42 fans. Exchange for Pagoda is	2	12
	75	To Do. Do. of Narrain Moodaly St. 126 @ 42 fans. Exchange for Pagoda is	3	-
	162	To Do. Do. of Narrain Moodelly Fanams 1080 @ 42 fans. Exchange for Pagoda is	25	30
	163	To Do. Do. of Narrain Moodaly Fanams 48 @ 42 fans. Exchange for Pagoda is	1	6
	14	To Do. Do. Veerasst. Fanams 300 @ 42 fans. Exchange for Pagoda is	7	6
	27	To Do. Do. of Vencatachellum St. Fans. 480 @ 42 fans. Exchange for Pagoda is	11	18
	112	To Do. Do. Narrain Moodaly St. fans. 210 @ 42 fans. Exchange for Pagoda is	5	-
	25	To Do. Do. Ruddy Raonan St. fans. 48 @ 42 fans. Exchange for Pagoda is	1	6
	37	To Do. Do. Cop. Vencatachellum fans. 70 @ 42 fans. Exchange for Pagoda is	1	28
	15	To Do. Do. Gruvapah St. fans. 42	1	-
		To Do. Do. Permaul Moodelly	10	-
		To Do. Advanced him for Straw	5	-
		Pagodas	116	37

By Ballance Due to this Day	116	37
Pagodas	116	37

Madras 12th July 1781 Errors Excepted (Signed) Thos. Cooper

a true Copy

Filed 24th July 1781

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

Between Thomas Cooper of Fort Saint George Esquire Complainant and Armogam of Madras Inhabitant Defendant

The above Named Thomas Cooper Maketh and Saith that the above Named Armogam Stands Justly and truly Indebted to him in the Sum of One Hundred and Sixteen Pagodas and thirty Seven fanams being the Ballance of an Account Current betwixt the said Thomas Cooper and the said Armogan—

Fort St. George
24th July 1781—
B. Roebuck
Mayor

Thos. Cooper

Thomas Jones
Atty for Compl.t

Filed 4th Septr. 1781

The General Answer of Armogam as son or heir to Mangaudo Vencalash Moodelly Deceased to the Bill of Complaint of Thomas Cooper—

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and advantage of Exception to the many Errors Incertainties Insufficiencies and Imperfections the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern him to Make Answer unto he this Defendant Answereth and saith that he Absolutely denies to stand Indebted unto the said Complainant in Manner as the same is Charged in the said Bill of Complaint—

—All which Matters and things this Defend.t is ready and willing to Verify Maintain and prove as this Hon.ble Court shall direct and humbly Prays to be hence dismissed with his Reasonable Costs and Charges in his behalf most wrongfully Sustained—

B. Popham
Atty: for Def.t

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Sworn to in Court
1st Septr. 1781
James Taylor
Regr.

Filed 11th Septr. 1781

The General Replication of Thomas Cooper of Fort Saint George Merchant Complainant to the General Answer of Armogan of Madras Inhabitant Defendant

This Replicant Now and at all Times hereafter saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception, that may be had or taken to the Many Errors, Uncertainties and Manifest Insufficiencies and Imperfections in the Defendants said Answer contained, for Replication thereunto or unto so much thereof as this Repliant is advised is Material or Neceſsary for him to make Replication unto, he does Reply and say, that his Bill of Complaint and all and Singular the Matters and things therein contained are good true, certain and sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby setforth and alledged and that the said Answer of the said Defendant is very uncertain evasive and insufficient. And this Repliant further saith that the said Defendant, doth stand justly and truly indebted unto him this Repliant in the, full and just Sum of One Hundred and Sixteen Pagodas and Thirty Seven fanams as setforth and stated in this Repliants said Bill of Complaint and Account thereunto Annexed, Notwithstanding what the said Defendant alledges to the Contrary in his said Answer.

And in regard to any other Matter or thing, setforth or alledged in the said Answer, to which this Repliant hath not particularly replied he this Repliant saith, that, the same is very uncertain evasive, and insufficient for him to make any other or further Reply thereto.

All which Matters and things this Repliant is ready and willing to aver Maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath already Prayed.

Thomas Jones
Atty. for Complt.

Filed 16th Octr. 1781

The General Rejoinder of Armogum
to the Replication of Thomas Cooper

This Defendant Now and at all times hereafter saving and Reserving to himself all manner of Benefit and advantage of Exception to the uncertainty and Insufficiency of the said Replication for Rejoinder Saith that this Defendants said Answer is true Certain and sufficient in the Law to be Replied unto said Saith as in and by his said Answer he hath already said and doth and will aver and Maintain all and every thing and things therein to be true, and certain in such manner as therein is alledged and Expreſsed and this Defendant also Saith that the said Replication of the said Complainant is Incertain and insufficient in the Law to be Rejoinder unto by this Defendant for devers and Imperfections therein contained and this Defendt. again denies to stand Indebted unto the said Complainant in manner as the same is charged in the said Bill of Complaint.

All which Matters and things this Defendant is Ready to aver Maintain and Prove in such Manner and form as this Honble Court shall direct and therefore humbly Prays as therefore in his said Answer he hath already Prayed.

Popham
Atty. for Deft.

Interrogatories to be Administered to such Witneſses as shall be produced sworn, and examined in a certain Cause now depending and at Iſsue in the Honble the Mayors Court at Madras-patnam wherein Thomas Cooper Esquire

of Fort Saint George Inhabitant is the
Complainant, and Annegan of
Madraspatnam aforesaid Inhabitant
is the Defendant

On the part and behalf of the abovenamed Complainant —

To all the Witnesses } 1st. Do you know the Parties Complainant and Defendant in the Title of these Interrogatories named, or either and which of them? How long have you so known them, or either and which of them? Setforth the particulars at large according to the best of Your Knowledge, remembrance, and belief and the truth Declare —

1 To Icapullay
2 Colletty-Shah
3 Reddoopiah
4 Sobbaroy

2d. Do you know, have You heard, or been informed of any Matter or thing relating to the Matters in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories named? If yea, have you ever at any and what Time had any and what Conversation with the said Deft. relating to the Matters in Dispute in this Cause between the said Complainant and the said Defendant? If yea did the said Defendant in any Conversation you had with him relative thereto, ever acknowledge to be indebted and promise to pay to the said Complainant the said Debt or Sum of Money demanded by the said Complainant in his present Action, and was such acknowledgement of the said Debt made before or since the commencement of the present Action by the said Complainant? setforth the particulars at large according to the best of Your Knowledge, remembrance and belief, and the truth Declare —

To the same Witnesses } 3. Have you heard or been informed of any application being made by or on behalf of the said Defendant to the said Complainant to settle and accommodate the Matters in Question in this Cause? If yea what was the Nature and Terms of such proposed Accommodation? Did the said Defendant offer to pay the whole or only a part of the said Debt demanded by the said Complainant in his present Action, and was such proposed payment to be made immediately or at any future period, and was such offer of Accommodation made before or since the commencement of the present Action by the said Complainant? Setforth the particulars at large according to the best of Your Knowledge remembrance and belief, and the Truth Declare —

To Soobaroy.. 4.. Did you ever and at what time wait upon the Attorney at Law for the Complainant in the Title of these Interrogatories named, and desire the said Attorney to draw a Bond or Obligation in the Name of the said Defendant, payable in six Months to the said Complainant, for the Amount of the said Debt or Sum of Money demanded by the Complainant in his present Action? If yea, at whose Instance, Desire or Request did you give such Instructions to the said Attorney to draw up the said Bond? was it by the express desire of the said Defendant or was the said Defendant privy and consenting thereto? Setforth the Particulars at large according to the best of Your Knowledge, remembrance and belief and the Truth Declare —

To all the Witnesses } 5th. Do you know of any other Matter or thing, or have you heard or can you say any thing touching the Matters in Question in this Cause, that may tend to the Benefit and advantage of the Complainant in this Cause besides what you have been Interrogated unto? If yea Declare the same fully and at large, as if you had been particularly interrogated thereon —

Thomas Jones
Atty. for Complts.

Mayor's Court at Madraspatnam — Between Thomas Cooper Esquire of
Fort Saint George Inhabitant Complainant
and Armogan of Madraspatnam aforesaid
Inhabitant Defendant
On the Part of the Complainant

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

Teapulley of Madras Conicoplie Aged 38 Years or thereabouts being produ-
ced as a Witness in this Cause on the Part of the Complainant was on the
4th Day of February 1782 Signified at the Office of Mr. Stephen Popham
who is Attorney for the Defendant by Bramaiing my Servant who also
left him a Note of the Name Title and Place of Abode of the said Deponent
and afterwards on the Same Day being Sworn and Examined Deposeth as
followeth

1st .... To the first Interrogatory this Deponent saith, that he doth know
the Complainant Thomas Cooper in this Cause, and that he
hath so known him four Years — and that he doth know the
Defendant Armogan in this Cause, and that he hath so known
him five Years or thereabouts — and more Saith not to this Inter-

2 .... To the Second Interrogatory this Deponent saith, that he doth
know of the Matter in Question in this Cause between the
Complainant and Defendant named in these Interrogatories
and this Deponent saith that he hath conversed with the
Defendant concerning the Matter in dispute in this Cause
between the Complainant and Defendant, and this Deponent
saith that he went twice to the Defendant by his Masters
the Complainants Order and demanded payment of the Sum
for which the Complainant demands in this present action
and this Deponent saith that the Defendant did acknow-

acknowledge the Debt and said that he would pay the same as soon
as he Recovered from the Illness he was in at the time this Deponent
demanded said Debt, and this Deponent saith that he demanded
said Debt twice and the Defendant acknowledged the said Debt
to be due from him to the Complainant and said he would
endeavour to settle it as soon as he received, and this Deponent
saith that said acknowledgement of the Debt was since the present
Action and more Saith not to this Interrogatory

3 .... To the third Interrogatory this Deponent saith that since the Commen-
cement of the present suit one of the Defendants Relations named
Appoo Moodelly wrote to Rudrapah writer to the Complainant on
behalf of the Defendant and desired he would stope the proceedings
in the Mayor's Court in this Cause and that he would settle the
Business — and more Saith not to this Interrogatory

To the last Interrogatory this Deponent saith, that to his knowledge
the Debt demanded by the Complainant in this Cause was justly due
to the said Complainant as it appeared on the Ballance of the said
Defendants Fathers Accounts with the Complainant — and more Saith
not to this Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam — Between Thomas Cooper of Fort Saint George
Inhabitant Complainant, and Armogan
of Madraspatnam aforesaid Inhabitant Deft.
On the Part of the Complainant

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

Collelly Apah of Madras Conicoply Aged 30 Years or thereabouts — being produced
as a Witness in this Cause on the Part of the Complainant was on the 4th Day
of February 1782 Signified at the Office of Mr. Stephen Popham who is Attorney
for

for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Thomas Cooper in this Cause, and that he hath so known him three Years or thereabouts — and that he doth know the Defendant Armogan in this Cause, and that he hath so known him two Years or thereabouts and more saith not to this Interrogatory —

2 .... To the Second Interrogatory this Deponent saith, that his Master the Complainant in this Cause sent him to the Defendant several times with a Paper writing and ordered him to Recieve Ninety Pagodas in Cash from the Defendant as Court Charges and to get said Paper writing signed by the said Defendant and this Deponent saith that he went several times and the Defendant put him off by saying that he was sick and at last after the Defendant Recovered a little he told this Deponent to tell his Master that he would not sign said Paper or pay the said Ninety Pagodas and that his Master might produce in this Cause & more saith not to this or any of the other Interrogatories —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam — Between Thomas Cooper Esquire of Fort Saint George Inhabitant Complainant and Armogan of Madraspatnam aforesaid Inhabitant Defendant

On the Part of the Complainant

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

Rudrapah of Madras Writer Aged 41 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 17th Day of December

1781 Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Thomas Cooper in this Cause, and that he hath so known him five Years or thereabouts — and that he doth know the Defendant Armogan in this Cause, and that he hath so known him ten Years or thereabouts — and more saith not to this Interrogatory —

2 .... To the Second Interrogatory this Deponent saith, that he doth know of the Matter Relating to the Matters in Question in this Cause between the Complainant and Defendant in these Interrogatories named, and this Deponent saith that the Defendants Father was Indebted to the Complainant in the Sum of money demanded by the Complainant in these Interrogatories named and this Deponent saith that the Defendants Father died suddenly and that the Defendant came to this Deponent and desired him to ask Mr. Cooper for time to discharge his Fathers Debt and that he would pay it and this Deponent saith that the Debt was due on Account of Ballances Recieved from the Inhabitants in consequence of his Fathers Employ in the Complainants Service and this Deponent saith that the Defendant inquired of the Inhabitants and found the Account to be due and Just and that he then promised to pay the same, and this Deponent saith that after some time the Complaint sent for the Defendant and demanded the Sum of Money demanded in this Cause and the Defendant said that he had got a discharge from his Father and that he had no business with his Fathers Debt upon which the Complainant said he would sue the Defendant in the Court to which the Defendant said he would give an Answer and this Deponent saith that the Complainant began the Present Suit and a Summons was served On the Defendant after which

one of the Defendants Relations wrote to this Deponent at the Request of the Defendant and desired him to persuade the Complainant to drop the Suit and that the Defendant would pay the Debt and more saith not to this Interrogatory ÷

3. To the third Interrogatory this Deponent saith that since the Commencement of the Present Suit and in consequence of his having shewed the aforementioned Letter to his Master the Complainant he ordered this Deponent to go ÷ and speak to the Attorney about accomodating the Matters in despute ÷ and this Deponent saith that he went to the Attorney for the Complainand who sent for the Defendant and asked him in this Deponents Presence And the Presence of his Dubash wether he would pay the Debt to ÷ which the Defendant said that he would pay the Debt in two Months and the Complainants Cost of Suit immediately and this Deponent ÷ saith that a Bond was drawn up by the Attorney for the Complt. and the Defendant was desired to sign it and the Defendant put it off from time to time and in the mean time the Defendant fell Sick and he was several times pressed to sign the Bond when at last he Refused signing it and said he would carry on the Suit and that he would not pay the Debt and more saith not to this or the last Interrogatory —

Rudrapah

Richd. Deighton
Examr.

Mayor's Court at Madraspatnam — Between Thomas Cooper Esquire of Fort Saint George Inhabitant Complt.
and Armogan of Madraspatnam aforesaid
Inhabitant Defendant. —

On the Part of the Complainant —

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

Soobooroy

Soobooroy of Madras Head Dubash Aged 36 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 8th Day of February 1782 Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Beemasing my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st. To the first Interrogatory this Deponent saith, that, he doth know the Complainant, Thomas Cooper in this Cause, and that he hath so known him five Years or thereabouts — and that he doth know the Defendant ÷ Armogan in this Cause, and that he hath so known him Eight Years or thereabouts — and more saith not to this Interrogatory ÷

2. To the Second Interrogatory this Deponent saith, that he doth know of the Matter Relating to the Matters in Question in this Cause between the Complainant and Defendant in these Interrogatories named and that some time after the Complainant filed a Bill of Complaint against the Defendant in the Mayors Court the Defendant came to this Deponents House as he is the Complainants Head Dubash and desired this Deponent to speak to the Complainant and endeavour to settle this Matter in Question and this Deponent saith that he asked the Defendant how and in what Matter he should settle the same and this Deponent saith that he Requested him to prevail on the Complainant to give him the Defendants a long time to pay the ÷ Debt due with the Court Charges as he was much distressed for money but that he had no other objection as he acknowledge the ÷ Justness of the demand, and this Deponent saith he told the Defendant that if he wanted a long time to discharge the Debt he could not think of speaking to the Complainant but that if he would pay in a short time he would talk with the Complainant on the Subject, and this Deponent saith that he proposed one Month to the Defendant and

the Defendant requested two Months and this Deponent saith that he agreed to two Months and afterwards this Deponent carried the Defendt to the Complainant and requested the Complainant would give him two Months time to discharge the Debt and the Complainant said he would give him Six Months provided the Defendant made out a fresh Bond and paid the Attornies the Court Charges, and this Deponent saith, that the Complainant ordered him to wait on his Attornies and desire him to draw out a fresh Bond for the Principal and Interest payable in Six Months and a Bill for the Court Charges and the Defendant agreed to sign said Bond and pay the Court Charges, and this Deponent saith the Attornies for the Complainant accordingly drew out the Bond and made out his Bill of Court Charges, and sent them to this Deponent and this Deponent sent the said Bond to the Defendant to be executed and also the Attornies Bill for Court Charges, and the Defendant returned for answer that the Court Charges were too much for him to pay immediately but that he would execute the Bond and unless the Attornies gave him some time he could not discharge the said Bill and this Deponent sent again to the Defendant and said he must pay the Court Charges immediately and this Deponent saith that the Defendant put off the payment of said Bill of Court Charges from time to time and this Deponent saith the Complainant ordered him not to let the Defendant sign the Bond unless the Defendant paid the Court Charges according to his agreement and this Deponent saith he informed the Compltt of the above who ordered his Attorney to proceed in this Cause — and more Saith not to this or any of the above Interrogatories or the last Interrogatory — [illegible]

Richd Deighton

Examd

Filed 2 April 1782

In the Honble the Mayor's
Court at Madraspatnam

Between Thomas Cooper Complainant
vers
Arrogam Defendant

The Affidavit of Thomas Jones one of the Serjeants of this Honble Court —

This Deponent maketh Oath and Saith that on the first day of this Instant April, he this Deponent served the abovenamed Defendant with a Rule issuing out of this Honble Court, purporting, that the above Cause would come on to be heard in this Honble Court on Tuesday the Second day of this Instant April, by delivering to the said Defendant the said Rule

Thomas Jones

Sworn to in Court
April 2d 1782
James Taylor
Regr

Thomas Jones
Atty for Complts

Mayor's Court at Madraspatnam

Tuesday the 9th Day of April
Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Holland and Hugh Maxwell
Aldermen

Between Thomas Cooper of Fort Saint George Esquire Complainant and Armogan of the same place Inhabitant Defendant

This Cause Coming on to be Heard and Debated this day in the Presence of the Attorney for the Complainant, the Attorney for the Defendant having Declined Acting, on Reading the Affidavit of Thomas Jones of Service of Notice of Hearing, the Complainants Bill with Copy of an Account Current Annexed, the Defendants General Answer the General Replication, The General Rejoinder, the Interrogatories and Depositions on the part of the Complainant On Hearing the Pleadings Made use of by the Attorney for the Complainant and on Due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of one Hundred and Sixteen Pagodas and Thirty Seven fanams (Pag.s 116.37) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Carr

Filed 13th April 1782

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators James Hodey and Henry DuPuy of Fort Saint George Gentlemen Executors with a Probate to the last Will and Testament of Samuel Whitewood late of the same place Deceased that Whereas Your Orators as Executors aforenamed did Sell and dispose of Sundry Goods, Wares and Merchandize the property of and belonging to the Estate and Effects of the said Samuel Whitewood unto George Joseph Higginson late of Fort

Fort Saint George Merchant Deceased unto whom in his life time Your Orators did deliver and for which as Your Orators Shew the said George Joseph Higginson promised and undertook to pay, Your Orators further Shew that they did the said George Joseph Higginson in his life time come to an Account and Reckoning of and concerning this said Purchase and the said George Joseph Higginson was on the thirteenth Day of February in the Year of our Lord One thousand Seven Hundred and Seventy Nine found indebted unto Your Orators as Executors aforementioned in the Principal Sum of Eight Hundred and Seventy Six Pagodas thirty four fanams and Seventy Cash which said Sum he the said George Joseph Higginson promised and undertook to pay unto your Orators as aforementioned, Your Orators further Shew that the said George Joseph Higginson some time after died Intestate, but how soon after your Orators cannot tell or Setforth, Your Orators further Shew that Henry DuPuy one of the Attornies of this Honble Court did take upon himself the Management of the Estate and Effects that were in any Shape belonging to the said George Joseph Higginson within this Jurisdiction by obtaining Letters of Administration from out of the Kings Ordinary in this Honble Court by virtue whereof your Orators Shew that the said Henry DuPuy has possessed himself of Considerable Assets belonging to the said late George Joseph Higginson, but to what Amount Your Orators cannot at present Setforth, Your Orators further Shew that they as Executors of the aforementioned Samuel Whitewood having made up and adjusted their accounts with such the Estate of the said George Joseph Higginson and found a Ballance to the Amount of One thousand two Hundred and three Pagodas Eighteen fanams and Seventy Cash, Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of four Hundred and

Eighty one Pounds Eleven Shillings and upwards as will more fully appear by a Copy of the Account hereunto annexed for the inspection of this Honble Court and which Your Orators as Executors aforenamed pray may be taken as part and parcell of this Your Orators Bill of Complaint Reference being thereunto had will more fully appear Your Orators further Shew that they as Executors to the last Will and Testament of the said Samuel Whitewood have frequently and in an amicable manner requested payment from the said Henry DuPuy as Admor to the Estate and Effects of the said late George Joseph Higginson of the said Sum of One thousand two Hundred and three Pagodas Eighteen fanams and Seventy Cash—

But now so it is and May it please this Honble Court the said Henry DuPuy as Administrator aforementioned Obstinately and wilfully Refuses to give Your Orators as Executors aforesaid any manner of Satisfaction touching the Premises Notwithstanding the said Henry DuPuy knows in Conscience that the Demand of Your Orators as Executors aforenamed is justly and fair and which the said George Joseph Higginson in his life time Acknowledged to be equal and fair and repeatedly promised and Undertook and Assure Your Orators as to the payment thereof and which Your Orators hoped he would have so done and which they Your Orators well hoped that the said Henry DuPuy as Administrator aforementioned out of the Estate and Effects of the said Deceased would have so done and which in Justice and Equity he the said Henry DuPuy as Administrator aforementioned ought to have done To the End therefore that the said Henry DuPuy as Administrator aforementioned may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before setforth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and

and particularly Interrogated and that he may be Decreed to pay unto Your Orators as Executors to the said last Will and Testament of the aforementioned Samuel Whitewood the said Sum of One Thousand two Hundred and three Pagodas Eighteen fanams and Seventy Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Henry DuPuy as Administrator, aforementioned to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court Specified and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas. Bromley
Atty. Complts.

10th April 1782—
This Bill was shewn to me between the Days of Adjournment Let a Summons issue thereon & returnable next Court Day

Edwd. Garrow
Mayor

Dr. { Henry DuPuy Admor to the Estate of G. J. Higginson in Account Currt with James Hodey & Henry DuPuy Executor Named in the Last Will and Testament of Samuel Whitewood Deceased } Cr.

			Ps.	F.	C.				
1779 Febry	13th	To Ballance of an Acct. Curt. of Goods Sold belonging to the Estate of the Deceased Samuel Whitewood	876.	34.	70.	By Ballance due	1203.	18.	70.
1782 March	25th	To Interest upon same at 12 p Ct. p Annum to this Day is 3 Y. 1 M. 12 D.	326.	26.	"				
		Pagodas	1203.	18.	70.	Pagodas	1203.	18.	70.

Fort Saint George
25th March 1782. E. E.

H. DuPuy
Executor to Samuel Whitewood

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of April Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between James Hooley and Henry Dudley Executor of Samuel Whitewood of Fort Saint George Gentleman Complainant and Henry Dudley administrator of George Joseph Higginson late of Fort Saint George Merchant Decd Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainants out of the Goods and Chattels of George Joseph Higginson Deceased the full and Just Sum of Eight Hundred and Sixty six Pagodas thirty four fanams and Seventy Cash Pagodas (876-34-70) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Clear

Filed 8th April 1782

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mahadila Vencata Sammy of Madras Merchant, that Whereas Your Orator did some time on or about the Month of November in the Year One Thousand Seven Hundred and Eighty One Advance and lent unto Sooba Joseloo of the same place Inhabitant the Sum of Two Hundred Star Pagodas, payable with Interest at a certain time mentioned and in Order to Secure the payment, thereof with Interest the Said Sooba Joseloo did propose and Offer to Your Orator to Mortgage and Assign over certain Lands Situated at Madavaram Village the property of him the Said Sooba Joseloo to which proposal, Your Orator Sheweth he Assented and thereupon the Said Sooba Joseloo did by a certain Deed or Instrument bearing date the Eighteenth day of November in the Year One Thousand Seven Hundred and Eighty One for and in Consideration of the Sum of Two Hundred Star Pagodas so lent and Advanced by Your Orator unto him the said Sooba Joseloo, make over and Assign by way of Mortgage Twenty five Cannys of Ground belonging unto him the Said Sooba Joseloo lying and being in the aforementioned Village of Madavaram, by which said Deed or Instrument Your Orator Sheweth the Said Sooba Joseloo promised to pay unto Your Orator the aforesaid Principal Sum of Two Hundred Star Pagodas with Interest after the Rate of Twelve per Cent per Annum which was to be on or before the Tenth day of February in the Year One Thousand Seven Hundred and Eighty two and that in default thereof Your Orator Sheweth that he the Said Sooba Joseloo did by such Deed or Instrument Promise and Agree and did Actually Empower your Orator to prosecute, Sue for and Recover the aforesaid Principal Sum with Interest Such Suit and Suits in this Honble Court as the Nature of the Case or Cause of Complaint Required as will more fully and at large appear by the Original Mortgage Bond in the Gentoo Language a true Translate whereof and of the Original Title Deed of the Mortgage Premises hereto annexed for the inspection of this Honble Court and which your Orator prays may be taken as part and Parcell of this your Orators Bill of Complaint. Your Orator further Sheweth that upon the said Mortgage there is due unto your Orator the Sum of Two Hundred and Eight Pagodas and Twenty four fanams Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Eighty three Pounds and Eight Shillings and upwards as will more fully Appear by an Account hereunto Annexed for the Inspection of this Honble Court. And Whereas your Orator hath frequently and in an amicable manner Demanded payment from the said Sooba Ioseloo of the said Sum of Two Hundred and Eight Pagodas and Twenty four fanams—

But now so it is and May it please this Honble Court the said Sooba Ioseloo Obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises. Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience. To the End therefore that the said Sooba Ioseloo may upon his Corporal Oath full True direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Two Hundred and Eight Pagodas and Twenty four fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Sooba Ioseloo to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and

appear

appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Chas Bromley
atty Compts.

Translation of a Mortgage Bond Dated the 18th November 1781—

I Sooba Ioseloo Son of Narrain Battoo do give this Mortgage Bond of Maunnamor Free Gift Land to Mahabala Vencataswamy That is to Say—On my Urgent Occasion I have Mortgage to you Twenty five (25) Cawnees of Ground Situated at Madavaram Village which was given to me as Donation by Conoongoor Padda Naick and I Borrowed and Received of You the Sum of Two Hundred (200) Star Pagodas Current Money of Madras, which Sum I promise to pay on or before the 10th of February 1782: with such Interest as may become due thereon at the rate of 12 ℘ Cent ℘ Annum and Redeem the said Mortgage premises if I do not pay the said Sum According to the time limitted and Redeem the Mortgaged Ground, then you are impowered to Sue me in the Honble the Mayor's Court and Recover the aforesaid Sum I do give this Mortgage Bond by my Consent Witnesses Vungeepooram Ram Chitty and Sidapetta Throovancatacharloo, by their Knowledge Drawn by Gowravaram Achiah—

(Signed) Sooba Ioseloo

Witnesses
(Signed)
Vungeepooram Raman
Throovengada Charean—

A True Translation as near as can be taken from the Original in the Gentoo Language by Soobarayah Sworn Court Interpreter—

Chas Bromley
atty Compts.

Translation of a Donation Deed Dated the Salivagana Epoch 1702 Calliga 4882 present Period 34 Year Called Vicarenama Sumvachara Sravana Soddhe Dvadasee Answering to Anno Domini the 20th of July 1781

I Paddo Naick Son of Ungarapah Naick and Grand Son of Conoongoor Paddo Naick of the Race of Pede Cavala do give this Donation deed to Sooba Iseloo Son of Narrain Bulloo and Grand Son of Maraman Rama Sattralo of the Race of Gonthama Gootterum that is to Say — at my Watching Village (called) Moutavaram out of my Cavel Maunean or Free Gift Lands for Watching duty on the South Side to the Village and West Side to the Donacharry Containing Twenty five (25) Cawnnies which I give you as a Donation, therefor You the said Sooba Iseloo and his descendance are to Enjoy the said Lands with all the appurtenances belonging thereto, thus I do give this Donation Deed by my Consent. Drawn by Gouravaram Achary

(Signed)
Conoongoor Paddo Naick

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

Chas. Bromley
Atty Compl.

Dr. Sooba Iseloo in Account Current with Mahadala Vencataswamy Cr.

1781 Novr	13th	To the Amount of Your Mortgage Bond of this Date Payable on or before the 20th February 1782 @ 12 ℔ Cent ℔ Annum	200	—	1782 April	8th	By Ballance due	208	24
1782 April	8th	To Interest on Ditto from the 13th November 1781 to this Day is 4 mo. 26 ds. @ 12 ℔ Cent ℔ Annum	8	24					
		Pagodas	208	24			Pagodas	208	24

Madras 8th April 1782
Errors Excepted
[illegible]

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of April Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Mahadala Vencataswamy of Madras Merchant Complainant and Sooba Iseloo of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred Star Pagodas (Star Pagds. 200) together with such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit.

Abur

Filed 2 March 1782.

To the Honble the Mayor's Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Your Orator, Meer Syed Mahomed by his Attorney Dulaneth Callandoo of Madras Inhabitant, that Hamed Aly Cawn of the same place Inhabitant, stands well and truly indebted unto Your Orator in the full and just Sum of One thousand Four Hundred, And Twenty Seven Pagodas and three fanams, Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for Every Pagoda, the Sum of Five Hundred and Seventy Pounds and Seventeen Shillings, or thereabouts, as will more fully, and at Large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orator's Possession, and ready to be produced whenever Your Orator Shall, by this Honble Court, be there unto required, Your Orator further Sheweth unto this Honble Court, that in the Month of October, which was in the Year of Our Lord One thousand Seven Hundred and Seventy Nine; the said Hamed Aly Cawn stood indebted unto Your Orator in the Sum of One thousand One Hundred and Fifty four Pagodas, and Eleven fanams, Current Money of Madras and being at that time unable to pay the same he the said Hamed Aly Cawn, on the thirty first day of the said Month of October in the said Year of Our Lord One thousand Seven Hundred and Seventy Nine gave and granted unto Your Orator a certain Bond or Obligation bearing date the said thirty first day of the said Month of October which was in the said Year of Our Lord One thousand Seven Hundred and Seventy Nine Conditioned for the Payment of the said Sum of One thousand One Hundred

Hundred

Hundred and Fifty four Pagodas and Eleven fanams in four Months from the date thereof, as will more fully and at Large Appear by a Copy of an Translation of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court, which Your Orator also prays may be Admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orators Possession, and ready to be produced, whenever Your Orator shall by this Honble Court be thereunto required. Your Orator further Sheweth unto this Honble Court, that there now remains due unto Your Orator, for principal and Interest on the said Bond or Obligation, the Sum of One thousand Four Hundred and Twenty Seven Pagodas and three fanams, and the said Hamed Aly Cawn hath not, nor hath any One for him paid or caused to be paid unto Your Orator, or unto any one for Your Orators Use either the whole or any part of the said Sum of One thousand Four Hundred And Twenty Seven Pagodas, and three fanams though the time limitted for the payment thereof is long since expired, Your Orator further Sheweth unto this Honble Court, that on the Twentieth day of February in the present Year of Our Lord One thousand Seven Hundred and Eighty Two, Your Orator Executed unto the said Dulaneth Callandoo of Madraspatnam, aforesaid an Assignment of the said Sum of One thousand, Four Hundred and Twenty Seven, Pagodas, and Three fanams, due and Owing unto Your Orator, on Account of the said Bond and Account Current, and all Your Orator's Right and Interest of in, and to the same, And every part thereof, And Your Orator hath Made constituted, and Appointed the said Dulaneth Callandoo to be Your Orators true and Lawfull Attorney Irrevocable, for Your Orator and in Your Orators Name, and in the Name and Names of of Your Orator Heirs Executors Administrators and Assigns but for the sole and Proper Use and Benefit of the said Dulanith Callandoo his heirs Executors and Administrators and Assigns to Ask Require Demand and Receive of the said Hamed Ally Cawn his heirs Executors Administrators and Assigns the said Sum of One Thousand four Hundred and Twenty Seven Pagodes and three fanams and on non payment thereof him the said Hamed Ally Cawn his heirs Executors and Administrators and Assigns to Sue for and Recover the same And on Payment thereof to give Sufficient Releases and Discharges there. Your Orator Allowing Ratifying and Confirming whatsoever the said Dulanith Callandoo shall Lawfully do in the Premises as will more fully and at large appear by a Copy of the said Assignment hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint the Original of which is in Your Orator possession and ready to be produced whenever Your Orator shall by this Honble Court be thereunto Required. Your Orator further Showeth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment of the said Sum of One thousand four Hundred and Twenty Seven Pagodes and three fanams from the said Hamed Ally Cawn—

But now so it is. May it Please this Honble Court the said Hamed Ally Cawn doth Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Hamed Ally Cawn May upon his Corporal Oath full true Direct and perfect Answer make to all and singular the Matters and things herein before Setforth and alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be

Or

Decreed to pay unto Your Orator the said Sum of One Thousand Four Hundred and Twenty Seven Pagodes and three fanams with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

—May it Please this Honble Court to Cause the said Hamed Ally Cawn to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall seem Meet.

Thomas Jones
Atty: for Complt.

2. March 1782
This Bill was Shewn to me between
the days of Adjournment Let a Summons
Issue returnable Next Court Day—
Edwd. Garrow
Mayor.

Dr. Hamed Ally Cawn in Account Current with Meer Syed Mahomed Cr.

1779 October	31st	To the Amount Principal of Your Bond of this date Payable in four Months from the Date thereof	1154	11	-	By Ballance Due	1427	3	-
1782 Febry	19th	To Interest on Ditto from 1st March 1780 to this Day is 1y 11m 19d @ 12 ℘ Cent	272	34	-				
		Pagodes	1427	3	-	Pagodes	1427	3	-

Fort St. George 20th Febry 1782.
E. E.
(Signed) Meer Syed Mahomed
(Signed) Dulanith Callandoo

A true Copy
Thomas Jones
Atty: for Complt.

I

I am indebted to Meer Syed Mahomed in the Sum of One thousand One Hundred and Fifty four Star Pagodas and One quarter of the half of which is Five Hundred and Seven Pagodas, and one eighth I promise to pay him the above mentioned sum at the expiration of four months from this day, without delay or excuse, when I shall have this Bond returned to me I have given this writing as my Bond—

L.S. of Hamed
Aly Cawn
One thousand, One Hundred and Fifty
four Star Pagodas (1154. ¼.) Four Annas

Dated the 20th of Shawal in the 1193 Year of Hegyra or 31st Octr 1779.

A true Translation from Persian Language
(Signed) David Haliburton—

A true Copy
Thomas Jones
(Atty for Complt.)

To all People to whom these Presents shall come Greeting Whereas Hamed Aly Cawn of Madraspatnam Inhabitant, on and by the Ballance of an Account Current bearing date the Twentieth day of February in the present Year of Our Lord One thousand Seven Hundred and Eighty two— arising on a Bond bearing Date the Thirty first day of the Month of October which was in the Year of Our Lord One thousand Seven Hundred and Seventy Nine, stands indebted unto Meer Syed Mahomed of Madraspatnam aforesaid in the Sum of One thousand four Hundred and Twenty Seven Pagodas and three fanams as by the said Bond and Account Current, May appear, and whereas there now Remains due to the said Meer Syed Mahomed on the said Bond & Account Current the Sum of One thousand four Hundred and Twenty Seven Pagodas and three fanams, Making in Sterling Money of Great Britain at the rate

of Eight Shillings for every Pagoda, the Sum of Five Hundred and Seventy Pounds and Seventeen Shillings or thereabouts Now Know ye, that the said Meer Syed Mahomed for a Valuable Consideration to him in hand paid paid by Dulanith Callandoo of Madraspatnam aforesaid Inhabitant, at or before the Sealing and Delivery of these Presents the Receipt whereof the said Meer Syed Mahomed Doth hereby Acknowledge, he, the said Meer Syed Mahomed, hath aſsigned and setover, and by these presents Doth Aſsign and setover unto the said Dulanith Callandoo the said Bond and Account Current and the Money thereupon due And Owing, and which may become due and Owing thereon, and all his Right and Interest of in and to the same, and every part thereof; And the said Meer Syed Mahomed for the Consideration aforesaid, hath Made Constituted, and Appointed, and by these Presents doth make Constitute and Appoint the said Dulanith Callandoo, his Executors and Administrators and Aſsigns his true and Lawfull Attorney or Attornies irrevocable, for him and in his Name and in the Name and Names of his heirs Executors, Administrators and Aſsigns, but for the Sole and proper Use And benefit of the said Dulanith Callandoo, his heirs, Executors Admors and Aſsigns to Ask, Require, demand and receive of the said Hamed Aly Cawn, his heirs Executors, Administrators and Aſsigns the Money due and to become due on the said Bond and Account Current, and on non Payment thereof; him the said Hamed Aly Cawn, his heirs Executors, Administrators and Aſsigns, to sue for and Recover the same, and on Payment thereof to deliver up and Cancell the said Bond and Account Current and give Sufficient Releases and Discharges therefore, and one or more Attorney or Attornies under him to make Constitute and Appoint and whatsoever the said Dulanith Callandoo or his Attorney or Attornies shall Lawfully do in the Premises, the said Meer Syed Mahomed doth hereby allow and affirm. And the said Meer Syed Mahomed doth Covenant with the said Dulanith Collandoo, that he the said Meer Syed Mahomed hath not Received, nor will Receive, the said Money due or to become due on the said Bond and Account Current, or any part thereof, neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Dulanith Collandoo saving the said Meer Syed Mahomed harmless of and from any Costs that may happen to him thereby In Witness whereof the said Meer Syed Mahomed hath hereunto set and affixed his hand and Seal in Madraspatnam aforesaid this Twentieth day of February in the Year of Our Lord One thousand seven hundred and Eighty Two—

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the Presence of
Vencatachillum
Gopaul.

A true Copy
Thomas Jones
Atty for Compl.t

Filed 12th March 1782

To the Hon.ble the Mayor's
Court at Madraspatnam
Between Meer Syed Mahomed by his Atty Dulanith Callandoo of Madras Inhabitant Complainant, and Hamed Ally Cawn of the same place Inhabitant Defendant

The above Named Dulanith Callandoo Maketh Oath and Saith that the above Named Hamed Ally Cawn Stands Justly and truly Indebted to him in the Sum of One Thousand four Hundred and Twenty Seven Pagodas and three fanams Current Money of Madras being the amount Principal and Interest, Arising upon a Bond or Obligation

Bearing

Bearing date the Thirty first day of October which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Nine Assigned Over to me by the said Meer Syed Mahomed—

(Signed) Dulanith Collandoo

Thomas Jones
Atty for Compl.t

A true Translate from the
Original as Near as can be by
W Linvock
P. Intr.

Na Honoravel Corte Mayoral
da Madrastapatão—

Entre Meer Syed Mahomed, por Sua Procurador Dulanith Collandoo do Madrasta habitante Queixante e Hamed Ally Cawn do Mesmo lugar Habitante Defendente.

Asima Mensionado Dulanith Callando faz Juramento e Diz q a Sima Mensionado Hamed Ally Cawn fica Justo e Verdadeiramente endevidado ao elle Na Soma de hum Mill quatro Centos e Vinte Sette Pagodes e Tres fanoins Moeda Corrente da Madrasta qual he Amonta Principal e Interesia Accruido Sobre hum Consta da data de Trinta e hum de Outubro qual foy no Anno de Nosso Senhor de Mill Sette Centos e Settenta Nove, Transferido Away por a dito Meer Syed Mahomed—

Dulanith Callando

Sworn to in Court
this 12th March 1782.
James Taylor
Reg.r

Mayors Court at Madraspatnam

Tuesday the 11th Day of April Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland, and Thomas Cooper
Aldermen

Between Meer Syed Mahomed by his Attorney Dubash Cullantoo of Madras Inhabitants Complainant and Hamedaly Cawn of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complts Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand Four Hundred and Twenty Seven Pagodas, and three fanams (Pags 1427. 3.) together with such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

P. Cur.

Filed 4th March 1782

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator David Young of Madras Merchant, that Mootal Chitty of Madras Dubash stands Indebted unto Your Orator in the full and Just Sum of Ninety one Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty Six Pounds and Eight Shillings as will more fully and at large Appear by Copy of an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that He hath frequently and in an Amicable Manner requested payment from the said Mootal Chitty of the said Sum of Ninety one Pagodas.

But now so it is May it Please this Honble Court the said Mootal Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Mootal Chitty May upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before Setforth and alledged as fully truly and effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety one Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said

Mootal Chitty to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the District thereof personally to be and appear before this Hon'ble Court at a Certain time and place to be by this Hon'ble Court prefixed and appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet.

Jno. Sykes
Atty for Complt.

Mootal Chitty Dubash .... Dr.

October 22d	To 1 piece of Long Cloth	No. 1	7. 21
	To 1 Do. of Do. Do.	2	9
	To 1 Do. of Do. Do.	3	10
	To 1 Do. of Do. Do.	4	10. 21
	To 1 Do. of Do. Do.	5	11. 21
	To 1 Do. of Do. Do.	6	12
25	To 1 Do. of Do. Do.	5	11. 21
	To 2 Do. of Do. Do.	3	20
		Pagodas	91

Madras
1st November 1782.

E. E. (Signed) David Young

A true Copy

Jno. Sykes
Atty for Compts.

Filed 19th March 1782

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

Between David Young of Madras Merchant Complainant and Mootal Chitty of the same place Dubash Defendant

David Young Complainant in the above Cause Maketh Oath and Saith that Mootal Chitty the Defendant in the above Cause is Justly and truly Indebted unto him this Deponent in the Sum of Ninety One Pagodas Current Money of Madras Arising upon an Account

David Young

Sworn at Madras this
15th day of March 1782.
Before me
Edwd. Garrow
Mayor

Mayors Court at Madraspatnam } { Tuesday the 16th Day of April Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between David Young of Madras Merchant Compt. and Mootal Chitty of the same place Inhabitant Deft.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and Doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Ninety one Pagodas (Pags. 91) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

P Cur.

Filed the 2d March 1782 /

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Sawmy Chitty of Madras Merchant by his Attorney Adolphus Smith of the same place Inhabitant That Monneah Pillah also of the same Place Merchant Stands justly and truly indebted unto Your Orator in the full and just Sum of Two Hundred and fifteen Pagodas and Twenty four fanams Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Eighty Six Pounds four Shillings and upwards being the Ballance of an Account Current arising on a [illegible] Bond or Writing Obligation given and granted unto Your Orator by the said Manneah pillah bearing date the Seventeenth Day of November in the Year of our Lord One thousand Seven Hundred and Eighty True Translation whereof and the said Account Current and also an Assignment or Transfer thereof with a power of Attorney are hereunto Annexed for the inspection of this Hon'ble Court, and which your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Whereas Your Orator hath frequently and in an amicable Manner requested payment from the said Manneah pillah of the said Sum of Two Hundred and Fifteen Pagodas and Twenty four fanams —

But now so it is and May it please this Hon'ble Court the said Manniahpillah Obstinately and willfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a general Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Manniapillah may upon his Corporal Oath full true direct and perfect answer

answer

Answer make to all and singular the matters and things herein before setforth and alledged as fully truly and effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and fifteen Pagodas and Twenty four fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon'ble Court to Cause the said Manniahpillah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Patnam and the Districts thereof personally to be and Appear before this Hon'ble Court at a certain time and place to be by this Hon'ble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

Chas Bromley
Atty Complt.

2d March 1782
This Bill was Sworn to me
between the Days of
adjournment Let a Summons
Issue returnable Next Court Day
Edwd Garrow
Mayor.

Translation of a Bond or Obligation Dated the 17th November 1780.

I Monneahpillah Son of Ninapilly of Nundagopaul Cast at Madras, Do give this Bond to Sawmy Chitty Son of Vallacaren Colattore Calva Chitty of the same place Merchant That is to Say—On my Urgent Occasion I have Borrowed and Received of You the Sum of (200) Two Hundred Current Star Pagodas, which Sum I promise to pay you on Demand with such Interest as may become due thereon at the rate of 12 ⅌ Cent ⅌ Annum, Thus I do give this Bond

by

my Consent. Witnesses Cottaupelly and Vencur Vencatachala Chitty by their Knowledge Drawn by Chinnasawmy—

(Signed) Monneah.

Witnesses
(Signed) Chitty
The Mark of Vencatachen

A True Translation as near as can be taken from the Original Malabar Language by Soobarayah Sworn Court Interpreter—

Chas. Bromley
Atty Compt.

Dr. Manneahpillah in Account Current with Sawmy Chitty ..... Cr.

1780 Novr.	17	To Cash lent on your Cadjan Bond Payable on Demand @ 12 ℘Cent ℘ Annum	200	..	..	1781 May	14	By Interest Recd.	9	"	"
						July	7	By Ditto .. Ditto	2	"	"
						Augt.	28	By Ditto .. Ditto	4	"	"
1782 Feby	27	To Interest on Ditto from the 17th Novr. 1780 to this Day is 1. 3. 10 @ 12 ℘Cent ℘ Annum	30	24	"	1782 Feby	27	By Ballance due	215	24	"
		Pagodas	230	24	..			Pagodas	230	24	..

Madras 27th February 1782
Errors Excepted
[illegible]

To all People to whom these Presents shall come Greeting Whereas, Manniapillah of Madras Merchant on the Ballance of an Account Currente bearing date the Twenty Seventh Day of February in the present Year One Thousand Seven Hundred and Eighty two arising on a Cadjan Bond or Writing Obligatory given and Granted by the said Manniahpillah unto Sawmy Chitty of the same place Merchant bearing date the Seventeenth day of November in the Year of our Lord One Thousand Seven Hundred and Eighty Stand indebted unto the said Sawmy Chitty in the Sum of Two Hundred and fifteen Pagodas, and Twenty four fanams Current Money of Madras Now Know ye that the said Sawmy Chitty for a valuable Consideration to him in hand paid by Adolphus Smith also of the same place Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the said Sawmy Chitty doth hereby Acknowledge He the said Sawmy Chitty hath Assigned and Setover and by these Presents Doth Assign and Setover unto the said Adolphus Smith the said Bond and Account Current and the Money or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Sawmy Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Adolphus Smith his Executors and Administrators his true and lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and benefit of the said Adolphus Smith his Executors Administrators and Assigns to Ask require Demand and Receive of the said Manniahpillah his Heirs Executors, and Administrators the Money due and to become due on the said Bond and Account Current and on non payment thereof he the said Adolphus Smith his Heirs Executors and Administrators to Sue for and Recover the same and on Payment thereof to deliver up the said Bond and Account Current and give sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said Adolphus Smith or his Attorney or Attornies under him shall Lawfully do in the premises the said Sawmy Chitty doth hereby allow and affirm and the said Sawmy Chitty Doth Covenant with the said Adolphus Smith he the said Sawmy Chitty had not Received nor will Receive the said Money due or to become due on the said Bond or any part thereof neither shall or will release or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Adolphus Smith the said Sawmy Chitty harmleſs of and from any Costs that may happen to him thereof In Witneſs whereof the said Sawmy Chitty hath hereunto Set his Hand and Seal in Madras this Twenty Eighth Day of February in the Year of our Lord One thousand Seven Hundred and Eighty Two

Signed Sealed and Delivered
where no Stampt paper is to be had in
the presence of
[illegible]
[illegible]

சாமி செட்டி (L.S.)

Mayor's Court at
Madraspatnam

Tuesday the 16th Day of April
Anno Domini 1782

Present
Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between

Between Sawmy Chitty of Madras Merchant by his Attorney Adolphus Smith of the same place Inhabitant Complainant and Monniah Pillah also of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree, and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and fifteen Pagodas and twenty four fanams Pag.s 215. 24. -. together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

A Cur

Filed 25th February 1782

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Chinna Kistnamah Chitty of Madras Inhabitant that Charles Darke of the same place Merchant, Stands Justly and truly indebted unto Your Orator in the Sum of One Hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Pounds being Money lent and Advanced by Your Orator unto the said Charles Darke at his Special Instance and Request, as per his Promissary Note of hand under date the Twenty fifth day of November in the Year One thousand Seven Hundred and Eighty, a true Copy whereof is

is

Received 25th November 1780 from Chine Kistnamah Chitty One Hundred Pagodas— for which I have lodged with him a Gold Enamelled Cross &c which I promise to take back on demand and pay the Hundred Pagodas—

(Signed) Chas. Clarke

A true Copy

Chas. Bromley
Atty. Complts.

Memorandum Received from Chine Kistnahma Chitty a Cross that I Mortgaged to him for One Hundred Pagodas and Interest— I promise to sell the same and pay him in 15. days or deliver the Cross to him again Madras 6th July 1781—

(Signed) Chas. Clarke

A True Copy to which the within Bill of Complaint refers—

Chas. Bromley
Atty. Complts.

Mayor's Court at Madraspatnam } { Tuesday the 16th day of April Anno Domini 1782

Present—
Edward Garrow Esquire— Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Chinna Kistnamah Chetty of Madras Inhabitant Complainant and Charles Clarke of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred Star Pagodas (Pags. 100.—) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

P Cur.

Filed 11th Augst. 1781

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Condapah Chitty by his Attorney Adolphus Smith of Madraspatnam Inhabitant that Moodukistna and Veeragava Chitty of Madraspatnam aforesaid stands Justly and truely indebted unto Your Orator in the full and just Sum of Sixty Pagodas and thirty Nine fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty four Pounds and Six Shillings or thereabouts as will more fully and at Large appear by Copies of an Account Current and an Assignment hereunto Annexed, for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint the Originals of which are in Your Orators Possession and ready to be produced, whenever Your Orator shall by this Honble Court, be thereunto required. Your Orator further sheweth unto this Honble Court, that he hath frequently and in an Amicable manner Requested payment from the said Moodukistna and

Veeragava

is hereunto Annexed and the Original under the Hand and Signature of the ~
said Charles Darke Ready to be produced to this Honble Court when Required ~
Reference being thereunto Will morefully and at large Appear, Your Orator ~
further Sheweth that at the time, Your Orator Advanced and lent the Sum
of One Hundred Pagodas the said Charles Darke did deposit with Your ~
Orator a Gold Enamelled Creze or Sword as a Mortgage or pledge to ~
secure the Payment of the said Sum of One Hundred Pagodas to Your Orator
whenever Your Orator should demand such payment, Your Orator further
Sheweth that on Your Orator's Application to the said Charles Darke for
Payment, being on or about the beginning of the Month of July in the Year
One Thousand Seven Hundred and Eighty One, he the said Charles Darke
did apply himself to and Request of Your Orator for to Return him
the said Creze or Sword, in Order, that he the said Charles Darke might ~
be Enabled to discharge Your Orators Debt so done and Owing unto Your Orator
in Consequence, thereof, Your Orator, Sheweth, that Your Orator did Return
the said Creze or Sword under certain Terms and Conditions and Received
an Acknowledgement for the same, a Copy whereof is hereunto Annexed
and the Original under the Hand and Signature of the said Charles
Darke bearing date the Sixth July One thousand Seven Hundred and
Eighty One, Ready to be produced when this Honble Court shall Require
it Reference being thereunto had will more fully and at large Appear
Your Orator further Sheweth, that having thus confided in the Promises
and Undertaking of the said Charles Darke, Your Orator was led
to Return his aforementioned Pledge, to the said Charles Darke, which
Your Orator hath since frequently and in an Amicable Manner ~
Requested the said Charles Darke either to pay the said Principal
Sum of One Hundred Pagodas so borrowed on his Promissary Note of
Hand under date the Twenty fifth of November One thousand
Seven Hundred and Eighty, or to pay the said Principal and Interest

or

or to Return the said Creze or Sword, pursuant to the Tenor and
Condition of his Promissary Note of Hand under date the Sixth
day of July One thousand Seven Hundred and Eighty One ~

But now so it is and May it Please this Honble Court
the said Charles Darke Obstinately and wilfully Refuses to pay
the same or to give Your Orator any manner of Satisfaction touching
touching the Premises, by Refusing either to pay the Money so by
him the said Charles Darke borrowed and Received of Your Orator, or to
return the said Pledge so by Your Orator Entrusted to his the said Charles
Darke's Custody and Possession To the End therefore that the said Charles
Darke May upon his Corporal Oath full true direct and Perfect Answer
Make to all and Singular the Matters and things herein before Setforth
and alleged as fully truly and Effectualy to all intents and purposes
as if the same were here again Repeated and particularly Interrogated
and that he may be decreed to pay unto Your Orator the aforesaid
Sum of One Hundred Pagodas together with all such Interest as now
is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the
the said Charles Darke to be Summoned and Required by the ~
Sheriff of Fort Saint George Town of Madraspatnam and the districts
thereof, personally, to be and Appear before this Honble Court at a
Certain time and place to be by this Honble Court prefixed and ~
Appointed then and there to Answer this Your Orators Bill of Complaint
and further to stand to and Abide by such Order and Decree
therein as to this Honble Court shall seem Meet.

Chas. Bromley
Atty: Complt.

Received 25th November 1780. from Chinee Kistnanah Chitty One Hundred Pagodas – for which I have lodged with him a Gold Enamelled Cross which I promise to take back on demand and pay the Hundred Pagodas –

(Signed) Chas. Darke

A true Copy

Chas. Bromley
Atty. Compts.

—Memorandum Received from Chinee Kistnamah Chitty a Cross that I Mortgaged to him for One Hundred Pagodas and Interest – I promise to sell the same and pay him in 15. days or deliver the Cross to him again Madras 6th July 1781 –

(Signed) Chas. Darke

A True Copy to which the within Bill of Complaint refers –

Chas. Bromley
Atty Compts.

Mayor's Court at
Madraspatnam

Tuesday the 16th day of April
Anno Domini 1782

Present –
Edward Garrow Esquire – Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Chinna Kistnamah Chitty of Madras Inhabitant Complainant and Charles Darke of the same place Inhabitant Defendant –

It

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred Star Pagodas (Pags. 100. – –) together With such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

⅌ Cur.

Filed 11th Augt. 1781

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Condapah Chitty by his Attorney Adolphus Smith of Madraspatnam Inhabitant that Mooduchistna and Veeragava Chitty of Madraspatnam aforesaid stands Justly and truely indebted unto Your Orator in the full and just Sum of Sixty Pagodas and Thirty Nine fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty four Pounds and Six Shillings or thereabouts as will more fully and at Large appear by Copies of an Account Current and an Assignment hereunto Annexed, for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint the Originals of which are in Your Orators Possession and ready to be produced, whenever Your Orator shall by this Honble Court, be thereunto required Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested payment from the said Mooduchistna and

Veeragava

To all People to whom these Presents shall Come Greeting Whereas
Mudoochitna and Veerazoarra Chitty of Madraspatnam Inhabitants in
and by the Ballance of an Account Current bearing Date the Second
Day of August in the present Year of Our Lord One thousand Seven
Hundred and Eighty One, Stood indebted unto Cundapah Chitty of
Madraspatnam aforesaid Inhabitant in the Sum of Sixty Pagodas
and thirty Nine fanams, as by the said Account Current May
appear, and whereas there now Remains due to the said Cundapah
Chitty on the said Account Current the Sum of Sixty Pagodas and
thirty Nine fanams Making in Sterling Money of Great Britain
Twenty four Pounds and six Shillings or thereabout at eight Shillings
for every Pagoda — Now know ye that the said Cundapah Chitty
for a Valuable Consideration to him in hand paid by Adolphus
Smith of Madraspatnam aforesaid Inhabitant, the Receipt whereof
the said Cundapah Chitty Doth hereby Acknowledge, he the said
Cundapah Chitty hath assigned and setover and by these presents
Doth assign and setover unto the said Adolphus Smith the said
Account Current And the Money thereupon due and owing, and all
his Right and Interest of in, and to the same, and the said Cundapah
Chitty for the Consideration aforesaid, hath, Made Constituted and
Appointed And by these presents doth Make Constitute and Appoint
the said Adolphus Smith his Executors, Administrators and
Assigns his true and Lawfull Attorney or Attornies irrevocable
for him and in his Name and in the Name and Names of his
heirs Executors, Administrators, and Assignes, but for the Sole and
proper use and Benefit of the said Adolphus Smith, his heirs

Received 25th November 1780. from Chinne Kistnanah Chitty One Hundred Pagodas — for which I have lodged with him a Gold Enamelled Cross which I promise to take back on demand and pay the Hundred Pagodas —

(Signed) Chas. Clarke

A true Copy

Chas. Bromley
Atty Complt.

— Memorandum Received from Chinne Kistnahma Chitty a Cross that I Mortgaged to him for One Hundred Pagodas and Interest — I promise to sell the same and pay him in 15. days or deliver the Cross to him again Madras 6th July 1781 —

(Signed) Chas. Clarke

A True Copy to which the within Bill of Complaint refers —

Chas. Bromley
Atty Complt.

Mayor's Court at Madraspatnam } { Tuesday the 16th day of April Anno Domini 1782

Present

Edward Garrow Esquire — Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Chinne Kistnanah Chitty of Madras Inhabitant Complainant and Charles Clarke of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred Star Pagodas, (Pags. 100 — —) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Per Cur.

Filed 11th Augst. 1781

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Condapah Chitty by his Attorney Adolphus Smith of Madraspatnam Inhabitant that Moodukistna and Verragava Chitty of Madraspatnam aforesaid stands Justly and truely indebted unto Your Orator in the full and just Sum of Sixty Pagodas and Thirty Nine fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty four Pounds and Six Shillings or thereabouts as will more fully and at Large appear by Copies of an Account Current and an Assignment hereunto Annexed, for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint the Originals of which are in Your Orators possession and ready to be produced, whenever Your Orator shall by this Honble Court, be thereunto required. Your Orator further sheweth unto this Honble Court, that he hath frequently and in an Amicable manner Requested payment from the said Moodukistna and

Veeragava

Vuragaura Chitty of the said Sum of Sixty Pagodas and thirty Nine fan

But now so it is, May it Please this Honble Court that the said Moodukistna and Vuragaura Chitty do Obstinately and Wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction Touching the premises, your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Moodukistnah and Vuragaura Chitty may upon their Corporal Oath full true Direct, and perfect Answer Make to all and Singular the Matters and things herein before setforth and alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that they may be Decreed to pay unto your Orator the aforesaid Sum of Sixty Pagodas and thirty Nine fanams with all Interest as now is or shall hereafter become Due thereon and also all Costs of this Suit — —

May it Please this Honble Court to Cause the said Moodukistna and Vuragaura Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed, then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall seem meet

Thomas Jones
Atty for Complt.

11th Augt 1781.
this Bill was Sworn to me
between the days of Adjournment
Let a Summons Issue returnable
Next Court Day — C. Roebuck
Mayor

Dr. Moodookistnah and Vuragaura Chitty in Account Current with Namacarra Condapah Chitty Cr.

11 10	To Ballance of an Account Current now Settled and Due this day which you have frequently and Sundry times promised to pay	9.	40.	20.	By Ballance Due	60.	34.
11 12	To Ditto ..... Ditto	12.	5.	60.			
		22.	2.	..			
2	To Interest on the following Sums from their Respective Dates to this day @ 12 ⅌Ct ⅌ Annum On Pags. 9. 40. 20. for 15 y. 8 m. 20 ds. 18. 28. .. 12. 5. 60. for 13. 10. 18. 20. 9. ..	38.	37.	—			
	Pagodas	60.	34.	..	Pagodas	60.	34. —

Fort St. George 2d. Augt. 1781.
E. E. E.
(Signed) Condapah Chitty
(Signed) Adolphus Smith.

True Copy
Thomas Jones
Atty. for Compts.

Executors, Administrators And Assigns, to Ask, Require Demand and Receive of the said Modookistnah and Veeragava Chitty their heirs Executors, Administrators and Assigns the Money due on the said Account Current, And on Non payment thereof them the said Modukistnah and Veeragava Chitty their heirs Executors, admors and Assigns, to sue for and Recover the same and on payment thereof to deliver up and Cancell the said Account Current and give Sufficient Releases and Discharges therefore, and one or More Attorney or Attornies under him to make Constitute, and Appoint And whatsoever the said Adoulphus Smith or his Attorney or Attornies shall Lawfully do in the premises, the said Cundapah Chitty Doth hereby Allow and affirm and the said Condapah Chitty Doth Covenant with the said Adoulphus Smith, that he the said Condapah Chitty, hath not Received nor will receive the said Money due on the said Account Current or any part thereof Neither shall or will Release or Discharge the same or any part thereof, but will own and allow of all Lawfull Proceedings for the recovery thereof, he the said Adoulphus Smith saving the said Condapah Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Condapah Chitty hath hereunto set and affixed his hand and Seal in Madraspatnam aforesaid this Second day of August in the Year of Our Lord One Thousand Seven Hundred and Eighty One.

Signed Sealed and Delivered
where no Stampt paper was to be
had in the presence of
Gopauliah
Cundapah

Signed Condapah Chitty

A true Copy.
Thomas Jones
Atty: for Complts.

Filed 25th Septr 1781.

The Answer of Moodukistnah and Veeragavah Chitty of Madras Inhabitants Defendants to the Bill of Complaint of Condapa Chitty by his Attorney Adolphus Smith of the same place Inhabitant Complainant.

These Defendants Now and at all times hereafter Saving and Reserving unto themselves all and all manner of benefit and Advantage of Exception to the many Untruths Errors Incertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so Much thereof as they are Advised do Materially Concern them to make Answer unto they these Defendants Answer and Say that they absolutely deny to be Indebted unto the Complainant in the Sum of Sixty Pagodas and Thirty Nine fanams Current Money as is unjustly Setforth and Stated in the said Bill of Complaint.

All which Matters and things these Defendant are ready to Aver maintain and prove as this Hon^ble Court shall direct and most humbly Pray to be hence Dismissed with their Reasonable Costs and Charges in this behalf most Wrongfully sustained.

Jn^o. Sykes
atty. for Compl^t.

[illegible]

[illegible]

[illegible]

முதுகிஷ்ணன்
வீரகவ செ

Sworn to in Court
Septr. 25th 1781
James Taylor
Reg^r.

Filed 9th Octr 1781

The General Replication of Condapah Chitty by his Attorney Adolphus Smith of Madras Inhab^t. Complainant to the Answer of Moodukistnah and Varagavah Chitty of the same place Inhabitants Defend^ts.

This Repliant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of benefit and advantage of Exception that may be had or taken to the Many Errors Uncertainties and Manifest Insufficiencies and Imperfections in the Defendants said Answer contained, for Replication thereunto or unto so much thereof as this Repliant is advised is Material or Necessary for him to make Replication unto he does Reply and say, that his Bill of Complaint and all and Singular the Matters and things therein contained are good, true Certain and sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby setforth and Alledged, and that the said Answer of the said Defendants is very uncertain evasive and insufficient. And this Repliant further saith that the said Defendants do stand justly and truly Indebted unto this Repliant in the full and just Sum of Sixty Pagodas and thirty nine fanams setforth and stated in this Repliants said Bill of Complaint and the Account thereunto Annexed Notwithstanding what the said Defendants alledges to the Contrary in their said Answer And in regard to any other Matters or things, setforth or Alledged in the said Answer, to which this Repliant hath not particularly replied, he, this Repliant, saith that the same is very uncertain evasive and insufficient for him to Make any other or further Reply thereto—

All which Matters and things this Repliant is ready and willing to aver, Maintain, and prove, as this Hon'ble Court shall direct, and humbly prays as in and by his said Bill of Complainat he hath already prayed.

Thomas Jones
atty for Complt.

Filed 30th Octr 1781

The Rejoinder of Moodukistnah and Veragava Chitty to the Replication of Condapah Chitty by his Attorney Adoulphus Smith—

These Defendants Now and at all times hereafter Saving and Reserving unto themselves all and all manner of benefit and Advantage of Exception, to the many Errors Untruths Incertainties Insufficiencies and Imperfections in the said Replication, contained for Rejoinder thereunto Say, that they will Aver Justify maintain and prove all and Singular the matters and things Contained in these Defendants Answer to be good Certain true and Sufficient in the Law to be Replied unto in such manner and form as the same are therein

and

and thereby Setforth and Alledged and that the said Replication is Very Untrue Evasive and Insufficient for these Defendants to make any further or other Rejoinder thereunto and these Defendants further Say as in and by their said Answer they have already Said and do and will Aver and Maintain all and every thing and things therein Alledged and Setforth—

All which Matters and things these Defendants are Ready and willing to Verify maintain and prove as this Hon'ble Court shall Direct and most humbly Prays as in and by their said Answer they have already Prayed.

Jno. Sykes
Atty: for Defts.

Interrogatories to be Administered to such Witnesses as Shall be produced Sworn and Examined in a Certain Cause Now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam, Wherein Condapah Chitty by his Attorney Adoulphus Smith of Madras Inhabitant is the Complainant, and Moodukistna and Veragava Chitty of the same place Inhabitants are the Defendants—

On the part and behalf of the said Complainant.

To all the Witnesses } 1st. Do you know the Parties Complainant, and Defendants in the Title of these Interrogatories Named or any and which of them? How long have ye so Known them or any, and which of them? Setforth the Particulars at large, According to the best of Your Knowledge & Remembrance and belief, and the Truth Declare—

Mootu Chitty 2d. Do you know, have you heard, or been informed of any Matter or thing, Relating to the Matter in Question in this Cause between the Complainant, and Defendants in the Title of these Interrogatories Named? If yea are you the Servant of the said Complainant, and do you know Whether the said Defendants did Ever at any and what time or times, come to the said Complainant's Shop or Godown and whether they the said Defendants, purchased any and what Goods and to what Amount, of the said Complainant, and Whether the said Goods after being so purchased by the said Defendants were delivered, to them, the said Defendants, or to any one by their Order and direction, and whether, after the delivery of the said Goods, you was desired by the said Complainant to carry a Bill for the Amount of the said Goods so Sold and delivered to the said defendants, and whether you delivered the said Bill to the said Defendants or Either and which of them, and whether the said Defendant or Defendants, to whom you so delivered, the said Bill, Objected to the Justness thereof or promised to pay the same, and Whether, after such promise made you repeated your demand for payment, and whether a promise of payment at a future day was always made to you or not, and whether Since the Commencement of the present Process, the Defendants in your presence Ever made any offer to the said Complainant to Settle the matters in dispute? Setforth the particulars at large According to the best of your Knowledge Remembrance and belief and the Truth Declare?

Vencudiah Chitty & Vardapah Chitty } 3. Do you know have you heard or been informed of any matter or thing Relating, to the Matters in Question in this Cause between the

the Complainant and Defendants in the Title of these Interrogatories Named? If yea was you, Since the Commencement of the present Process desired by the said Defendants or either and which of them, to go to the said Complainant, and Offer to Settle and Adjust the Demand in dispute, and which they the said Defendants, Acknowledged to be indebted to the said Complainant, and did you make any and what offer of Accommodation to the said Complainant on behalf of the said Defendants, and did the said Complainant Object thereto, and did he the said Complainant Assign any and what Reasons for his so Objecting? Setforth the particulars at large According to the best of Your Knowledge Remembrance and belief, and the Truth Declare?

To all the Witnesses } 4th. Do you know of any other Matter or thing, or have you heard or can you say anything touching the Matters in Question in this Cause, that may tend to the Benefit and Advantage of the Complainant in this Cause, besides what you have been Interrogated unto? If yea declare the same fully and at large, as if you had been particularly Interrogated thereon—

Thomas Jones
Atty. for Complt.

Mayor's Court at Madraspatnam **Between** Pundapah Chitty by his Attorney Adolphus Smith of Madras Inhabitant Complainant and Moodu-kistna and Ouragava Chitty of the same place Inhabitant Defendants—

On the Part of the Complainant.

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

Mootu Chitty of Madras Servant to the Complainant Aged 38 Years or thereabouts being produced as a Witness in this Cause, on the Part of the Complainant was on the 4th Day of February 1782 Signified at the Office of Mr. John Sykes who is attorney for the Defendants by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1 To the first Interrogatory this Deponent saith, that he doth know the Complainant Cundapah Chitty in this Cause and that he hath so known him twenty Years or thereabouts—and that he doth know the Defendants Mooduchistna and Vuragava Chitty in this Cause and—that he hath so known them Eighteen Years or thereabouts and more Saith not to this Interrogatory—

2 To the Second Interrogatory, this Deponent saith, that he doth know of the Matter relating to the Matters in dispute in this Cause between the Complainant and Defendant in these Interrogatories Named and this Deponent saith that he is servant to the said Complainant, and this Deponent saith that the said Defendants did several times come to the said Complainants Shop or Godown and this Deponent saith said Defendants, bought several Sorts of Goods of said Complainant to a Considerable amount about Sixteen Years past such as Chunty Long Cloth and White Handkerchiefs and other Sorts of Piece Goods, and said Goods were regularly delivered to said Defendants as they bought them, and this Deponent saith the account for said Goods was made out and presented to said Defendts. for Payment and said Account was paid in part by said Defendants and there remained a Ballance due from the Defendant Mooduchistna 9⅓ Pagodas and from the Defendant Vuragava Chitty 12⅓ Pagodas and this Deponent saith that he has several times demanded said Ballance from the Defendants who have promised to pay the same from time to time and this Deponent saith that on the Evening of the Day the Defendants were summonded before the Honble

Court

Court on this Cause Vuragava Chitty one of the Defendants in this Cause came to the Complainants House and in this Deponent presence Offerred to pay the Defendants Mooduchistnah Ballance with Interest and his own Ballance without the Interest which the Complainant Refused—and more Saith not to this or the Last Interrogatory—

Richd. Dighton
Examr.

P 55 D 04

Mayor's Court at Madraspatnam

Between Cundapah Chitty by his attorney Adolphus Smith of Madras Inhabt. Complainant, and Mooduchistnah and Vuragava Chitty of the same place Inhabitants Defendants—

On the Part of the Complainant.

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

Vencadah Chitty of Madras Shroff Aged 30 Years or thereabouts, being produced as a Witness in this Cause on the Part of the Complainant was on the 6th Day of February 1782. Signified at the Office of Mr. John Sykes who is attorney for the Defendants by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth—

1 To the first Interrogatory this Deponent saith, that he doth know the Complainant Candapah Chitty in this Cause, and that he hath so known him twenty Years or thereabouts—and that he doth know the Defendants Mooduchistnah and Vuragava Chitty in this Cause, and that he hath so known them ten Years or thereabouts—and more Saith not to this Interrogatory—

3 To the third Interrogatory this Deponent saith that the Defendant Vuragava Chitty came to his House the Day after he Received

a

a Summons in this Cause and desired this Deponent to go to the Complainant and settle the dispute and that he would abide by this Deponents determination, and this Deponent saith that he went to the Complainant and asked him why he sued the Defendant Veragava Chitty in Court as he was a Poor Man and desired the Complt. to drop the Prosecution and he would settle the Matter in dispute and this Deponent saith that the Complainant told him that the Debt was due from the Defendants Mooduchistnah Chitty and Veeragava Chitty and therefore it was not in this Deponents Power to settle the Matter in Dispute — and more saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between Candapah Chitty by his attorney Adolphus Smith of Madras Inhabitant Complainant, and Mooduchistna and Veragava Chitty of the same place Inhabitant Defendants

On the part of the Complainant

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

Vardapah Chitty of Madras Merchant Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 2d Day of February 1782 Signified at the Office of Mr. John Sykes who is Attorney for the Defendants by Ramasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ...... To the first Interrogatory this Deponent saith, that he doth know

know the Complainant Candapah Chitty in this Cause, and that he hath so known him twenty Years or thereabouts — and he doth know the Defendants Mooduchistna and Veragava Chitty in this Cause, and that he hath so known them the same time — and more Saith not to this Interrogatory —

3 .... To the third Interrogatory this Deponent saith that after the Defendant Veragava Chitty in this Cause, was summonsed the said Veragava Chitty desired this Deponent to go and inform the Complainant, that the Demand in dispute was due from Vencatasha Naique, and that he would indeavour to get the money and pay the Complainant of which this Deponent informed the Complainant, upon which the Complainant said he would get the demand with the Interest from the Defendant and desired this Deponent to go about his Business — and more Saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Filed 2. April 1782

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

Between Candapah Chitty by his Attorney Adolphus Smith Complainant —
vers
Mooduchistnah and Veragava Chitty Defts.

The Affidavit of Thomas Jones one of the Serjeants of this Hon'ble Court —

This Deponent Maketh Oath and Saith, that on the first day of this Instant April, he this Deponent, served the above named Defendant with a Rule issuing out of this Hon'ble Court purporting, that the above Cause would come on to be heard in this Hon'ble Court on Tuesday the Second day of this Instant April by delivering to the said Defendant the said Rule —

Sworn to in Court
April 2d. 1782.
James Taylor
Regr.

Thomas Jones
"Atty: for Complt."

Thomas Jones

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of April Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Condapah Chitty by his Attorney Adolphus Smith of Madras Inhabitant Complainant and Mooduckistnah and Veeraguva Chitty of the same place Inhabitant Defendts

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Complainant) the Attorney for the Defendant having Declined Acting, on Reading the Affidavit of Thomas Jones of Service of Rules of Hearing, the Complainants Bill with Copies of an Account Current and an assignment annexed, the Defendants Answer, the General Replication the General Rejoinder, the Interrogatories and Depositions on the part of the Complainant, On Hearing the Pleadings Made Use of by the Attorney for the Complainant and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill do stand Dismissed with Costs—

P Curr

Filed 23d Febry 1782 /

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Namacarah Condapah Chitty by his Attorney Jacob Rouchey of Madraspatnam aforesaid Inhabitant, that Gaudalah Mootala Chitty of the same place Inhabitant, stands well and truly indebted unto Your Orator in the full and just Sum of Forty Eight Pagodas, three fanams, and fifty five Cash Current Money of Madras Making in Sterling Money of Great Britain, at the rate of Eight Shillings for every Pagoda the Sum of Nineteen Pounds and five Shillings or thereabouts as will more fully and at large appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orators possession, and Ready to be produced whenever Your Orator shall, by this Honble Court, be thereunto Required. Your Orator further sheweth unto this Honble Court that in the Month of April which was in the Year of Our Lord One thousand Seven Hundred and Seventy Nine the said Gaudalah Mootala Chitty stood indebted unto Your Orator in the full Sum of Thirty Eight Pagodas and Twenty three fanams, and being at that time unable to pay the same, he the said Gaudalah Mootala Chitty gave, granted and executed unto Your Orator, as Security for the Payment of the said Sum of Thirty Eight Pagodas and Twenty three fanams a certain Bond or Obligation, bearing Date the Twenty second day of the Month of April which was in the Year of our Lord One Thousand Seven Hundred and Seventy Nine conditioned for the Payment of the said Sum of Thirty Eight Pagodas and Twenty three fanams in the following Manner viz. On or before the thirteenth day of the Month of August, in the said Year of Our Lord One thousand seven hundred and seventy Nine Twenty Pagodas, and on or before the thirteenth day of October, in the said Year of Our Lord One thousand seven hundred and seventy Nine Eighteen Pagodas and Twenty three fanams with Interest after the rate of Nine Pagodas by the hundred by the Year as will more fully and at large Appear by a Copy of a Translation of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court, which Your Orator also prays may be admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's Possession and ready to be produced whenever Your Orator shall, by this Honble Court be thereunto Required Your Orator further sheweth unto this Honble Court, that there now Remains due unto Your Orator for principal and Interest on the said Bond or Obligation, the Sum of Forty Eight Pagodas three fanams and fifty five Cash, and that time limitted in the said Bond or Obligation for the payment thereof is long since past and that the said Gaudalah Mootala Chitty hath not, nor hath any one for him paid or caused to be paid unto Your Orator or unto any one for Your Orators Use, either the whole or any part of the said Sum of Forty Eight Pagodas three fanams and fifty five Cash. Your Orator further sheweth unto this Honble Court that on the Twenty fourth day of the Month of January in the present Year of Our Lord One thousand seven hundred and Eighty Two Your Orator executed unto the said Jacob Rouchey of Madrapatnam aforesaid Inhabitant, an Assignment of the said Sum of Forty Eight Pagodas three fanams and fifty five Cash due and owing unto Your Orator on Account of the said Bond and Account Current and all Your Orator's Right and Interest, of in, and to the same, and every part thereof and Your Orator hath made, constituted, and Appointed the said Jacob Rouchey to be Your Orators true and lawful Attorney

irrevocable

irrevocable, for Your Orator and in Your Orators Name, and in the Name and Names of Your Orators Heirs, Executors Administrators and Assigns, but for the sole and proper Use and Benefit of the said Jacob Rouchey, his Heirs Executors, Administrators and Assigns, to ask require demand and receive of the said Gaudalah Mootala Chitty his Heirs Executors, Administrators and Assigns, the said Sum of Forty Eight Pagodas, three fanams and fifty five Cash, and on non payment thereof, him, the said Gaudalah Mootala Chitty, his heirs, Executors Administrators and Assigns, to sue for and Recover the same and on Payment thereof to give sufficient Releases and Discharges therefore Your Orator allowing, ratifying and confirming, whatsoever the said Jacob Rouchey shall lawfully do in the premises, as will more fully and at large Appear by a Copy of the said Assignment hereunto Annexed for the Inspection of this Honble Court, which Your Orator also prays may be admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orators Possession, and ready to be produced whenever Your Orator shall, by this Honble Court, be thereunto Required. Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Gaudala Mootala Chitty of the said Sum of Forty Eight Pagodas three fanams and fifty five Cash

But now so it is, May it Please this Honble Court that the said Gaudala Mootala Chitty doth Obstinately and wilfully refuses to pay the same, or to give Your Orator any Manner of Satisfaction Touching the premises is Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End, therefore that the said Gaudalah Mootala Chitty may upon his Corporal Oath full true Direct and perfect Answer Make to all and Singular the Matters and things herein before setforth and alledged as fully, truly perfectually and effectually to all Intents and purposes, as if the same were here again Repealed and particularly Interrogated, and more particularly that he may setforth and discover, whether he ever at any and what time gave granted, and executed any Bond or Obligation unto your Orator and whether the same was of the same Date Tenor words and Figures, as that a Copy of a Translation of which is hereunto Annexed or of what other Nature and purport. And with he ever paid at any and what sum or sums of Money in discharge either of the whole or of any part of such Bond. And that he may be decreed to pay unto your Orator the Said Sum of Forty Eight Pagodas three fanams and fifty four Cash with all Interest that now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Gaudalah Mootala Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam, and the District thereof personally to be and Appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon.ble Court shall seem Meet.

Thomas Jones
Atty. for Compl.t

23: Febry. 1782.
This Bill was shewn to me between
the days of Adjournment Let a Summons
issue returnable next Court Day—.
Edw.d Garrow
Mayor.

Dr. Gaudalah Mootala Chitty in Acct. Curr.t with Namacara Cundapah Chitty Cr.

1779 April	22.d	To the Amount of your Bond or writing Obligation	38.	23.	—	By Ballance due	48.	3.	55.
		To Interest on D.o from 22: of April 1779: to the 23 of January 1782 is 2 Years 9 Months and 1 Days @ 9 ⅌ Cent ⅌ Annum	9.	25.	55.				
		Pagodas	48.	3.	55.	Pagodas	48.	3.	55.

Fort St. George
24th. January 1782. E.E.
Sign'd: C: P. Cundapah Chitty
(Signed) Jacob Rouchey

A true Copy.
Thomas Jones
Atty. for Compl.t

Translation of a Bond or Obligation Dated the 22: of April 1779. Old Style

I Gaudala Mootala Chitty of Madras do give this Obligation to Namacara Cundapah Chitty of the same place Merchant That is to say Some time ago having granted a Security Bond on Account of one Collambaucam Audiapah for forty Pagodas out of which Exclusive of the Custom for the Goods he brought the Remainder was thirty two Pagodas also the Balance of Sixty Pagodas due for the Goods I had Purchased of both sums Amounting to Ninety two Pagodas out of the Said Sum I have paid You 10. Pagodas on Account of Audiapah the Residue being 82. Pagodas for which sum having sued me in the Mayor's Court Therefore I now Satisfied You that Exclusive of the sum now paid the Ballance due to you (38½) Pagodas, Thirty Eight and half Pagodas which sum I Promise to Pay you with such Interest as may become thereon at the Rate of 9 ⅌ Cent ⅌ Annum on the Manner following Viz.t On or before the Thirtieth of August next 20 Pags. On or before the 30th of October 18¼ Pagodas both sum amounting 38¼ Pagodas (which sum I promise to pay you on the abovementioned Limitted time) Witneſses Latchomana Chitty and Chenjeeve Vincatachum by their Knowledge Drawn by Moottapilla —

Signed
Gaudala Mootala Chitty.

Witneſses signed
Vincatachillum
Latchomanan-

A true Translation as near as can be from the Malabar Language by—
Soobaroyamy
Interpt.

A true Copy
Thomas Jones.
Atty for Complt.

To all People to whom these Presents shall come Greeting Whereas Gaudala Mootala Chitty of Madraspatnam Inhabitant on and by the Ballance of an Account Current bearing date the Twenty fourth day of January in the present Year of Our Lord One thousand Seven hundred and Eighty Two arising on a Bond bearing date the Twenty second day of the Month of April which was in the Year of our Lord One thousand Seven hundred and Seventy Nine Stands indebted Mamacara Cundapah Chitty of Madraspatnam Aforesaid in the Sum of Forty Eight Pagodas three fanams and fifty five Cash as by the said Bond and Account Current may appear, and whereas there Now Remains due to the said Mamacara Cundapah Chitty on the said Bond and Account Current the Sum of Forty Eight Pagodas three fanams and fifty five Cash Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Nineteen Pounds and five Shillings or thereabouts Now Know ye that the said Mamacara Cundapah Chitty for a Valuable

Consideration

Consideration to him in hand paid by Jacob Rouchey of Madraspatnam aforesaid Inhabitant or before the Sealing and Delivery of these presents the Receipt whereof the said Mamacara Cundapah Chitty Doth hereby Acknowledge he the said Mamacara Cundapah Chitty hath Aſsigned and setover and by these presents Doth aſsign and setover unto the said Jacob Rouchey the said Bond and Account Current and the Money thereupon due and owing and which may become due and owing thereon and all his Right and Interest of in and to the same and every part thereof and the said Mamacara Cundapah Cundapah Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these presents doth make Constitute and Appoint the said Jacob Rouchey his Executors Administrators and Aſsigns, his true and Lawfull attorney or Attornies irrevocable for him and in his Name and in the Name and Names of his heirs Executors Administrators and Aſsigns but for the Sole and proper use and Benefit of the said Jacob Rouchey his heirs Executors Administrators and Aſsigns to ask Require demand and Receive of the said Gaudala Mootala Chitty his heirs Executors, Administrators and Aſsigns the Money due and to become due on the said Bond and Account Current and on non payment thereof him the said Gaudala Mootala Chitty his heirs Executors, Administrators and Aſsigns to sue for and Recover the same and on payment thereof to deliver up and Cancell the said Bond and Account Current and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to make Constitute and Appoint and whatsoever the said Jacob Rouchey or his Attorney or Attornies shall Lawfully do in the premises the said Mamacara Cundapah Chitty doth hereby allow and affirm and the said Mamacara Cundapah Chitty doth

Covenant with the said Jacob Rouchey that the said Mamacara Cundapah Chitty hath not Received nor will Receive the said Money due or to become due on the said Bond and Account or any part thereof Neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Jacob Rouchey saving the said Mamacara Cundapah Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Mamacara Cundapah Chitty hath hereunto set and affixed his hand and Seal in Madraspatnam aforesaid this Twenty fourth day of January in the Year of our Lord One thousand seven Hundred and Eighty Two—

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the presence of
Cundapah Chitty
Gopaul

(Signed) Cundapah Chitty

A true Copy
Thomas Jones
atty: for Compl^{ts}.

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of April Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Hollond and Thomas Cooper
Aldermen

Between Mamacara Cundapah Chitty by his Attorney Jacob Rouchey of Madras Inhabitant Complainant and Gaubalah Mootala Chitty of the same place Inhabitant Defendant

It

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Forty eight Pagodas three fanams and fifty five Cash (Pag^s. 48. 3.. 55.) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Y Curr

Filed the 19th Decr. 1781.-

To the Hon^{ble} the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court Your Orator Jacob Rouchey of Madras Inhabitant That William Gysbert Fondort also of Madraspatnam Inhabitant stands Indebted unto Your Orator in the full and Just Sum of Thirty Star Pagodas and Twenty four fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for Every Pagoda the Sum of Twelve Pounds four Shillings and Six Pence or thereabouts as will more fully and at large appear by the Copies of an Account Current And an Assignment hereunto Annexed, for the Inspection of this Hon^{ble} Court and which is prayed by Your Orator to be taken as part of this his Bill of Complaint and Your Orator further Sheweth unto this Hon^{ble} Court that he hath frequently and in a friendly manner requested the Payment of the said Sum of thirty Star Pagodas and Twenty four fanams—

But now so it is (and may it Please this Hon.ble Court) the said William Gizbert Tondort Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays general Relief such as to this Hon.ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said William Gizbert Tondort may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of thirty Star Pagodas and Twenty four fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said William Gizbert Tondort to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Hon.ble Court at a certain time and place to be by this Hon.ble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon.ble Court shall seem Meet

C. Popham
Att.y for Compl.t

19th December 1781.
This Bill was Sworn to me between the Days of Adjournment Let a Summons Issue Returnable Next Court Day

Jas. Call
Jun.r Alderman

Dr. William Gizbert Tondort in Account Current with Mary Mac. Govan ... Cr.

1780 Aug.t	13th	To 1 Silver Snuff Box	6„	„	„	1781 Septr.	By Cash Received at different times	„	34	„
1781	14	To 1 Couch	3.	21.	„		By Do paid Baker for Bread	„	20.	..
Novr.	4„	To Cash Advanced for the purchase of Rice	20„	„	„		By 20 Measures of Rice at different times	..	40.	..
		To Cash Lent You	1„	„	„		By Cash Received at Different times	..	36.	..
		To 1 Bagg of Rice	3„	..	„			2„	43.	..
							By Ballance due	30„	24.	..
		Pagodas	33„	21.	..		Pagodas	33„	21.	..

Madras 4th December 1781.
Errors Excepted

A true Copy
C. Popham

The Mark + of Mary MacGowan

To all to Whom these Presents shall come Greeting Whereas William Gizbert Fondort of Madras Inhabitant stands indebted unto Mary Mac Gowen of the same place on an Account in the sum of Thirty Star Pagodas and Twenty four fanams which said Sum the said Mary Mac Gowen hath not Received Released or discharged but the same is to her due and Owing at this the time of her Executing these Presents and whereas the said Mary Mac Gowen hath proposed to sell her Right and Interest in the said Sum of Thirty Star Pagodas and Twenty four fanams so due and Owing on the said Account unto Jacob Rouchey of Madras Inhabitant who hath consented to Purchase the same and to pay full Value unto her said Mary Mac Gowen Now Know ye that I the said Mary Mac Gowen for and in Consideration of the said Sum of Thirty Star Pagodas and Twenty four fanams To me in hand paid by the said Jacob Rouchey the Payment and Receipt whereof I do hereby Acknowledge I have Sold aliened Assigned Transferred and Made over and by these Presents Do Sell Alien assign Transfer and make over unto the said Jacob Rouchey his Executors Administrators and Assigns as well all my Right title and property of in and to the said Account as to the said Sum of Thirty Star Pagodas and Twenty four fanams so as aforesaid due and Owing to me from the said William Gizbert Fondort and all Interest due or to grow due thereon and all and every Claim or Right of claim which I the said Mary Mac Gowen ever had thereunto to the Only proper use and behoof of him the said Jacob Rouchey and to the End and that he the said Jacob Rouchey May Effect the purpose of this assignment and Recover and Receive full Payment thereunder I do hereby Appoint him my Lawful Attorney Irrevocable in my Name or otherwise but for his own use to Require Recover and receive the said Sum of Thirty Star Pagodas and Twenty four

fanams

fanams of and from the said William Gizbert Fondort of and from any other Person or Persons who may Appear Subject to the Payment thereof and to use Pursue and take all and every such lawful ways and Means towards Obtaining the Payment of the said Sum of Thirty Star Pagodas and Twenty four fanams from the said William Gizbert Fondort as to him the said Jacob Rouchey may seem advisable or Necessary and upon Receipt or Recovery thereof to give such Rect. as may effectually Release and discharge the same and to deliver up and Cancel the said Account and Generally and for the Special purpose of Obtaining full Payment and Satisfaction of the said Sum of Thirty Star Pagodas and Twenty four fanams and the Interest due or to grow due thereon to act as fully and Unconfined in the Premises as I myself could have done or Might do had these Presents never been Made hereby allowing Ratifying and Confirming all and whatsoever the said Jacob Rouchey shall lawfully do or by his Appointment cause to be done in and concerning the same In Witness whereof I the said Mary Mac Gowen have hereunto set my hand and Seal in Madras this Thirtieth day of November One Thousand Seven Hundred and Eighty One —.

The Mark of + Mary McGowen (L.S.)

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the presence of
John de Silva

A true Copy.
Popham

Mayor's Court at Madraspatnam | Tuesday the 16th Day of April Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Jacob Rouchy of Madras Inhabitant Complainant and William Gyzbert Fondert of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirty Star Pagodas and twenty four fanams (Star Pags. 30.. 24..) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

J Curr

Filed 11th Augt. 1781

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Joseph de Cruz and Audiyapah of Madraspatnam Inhabitants that Nagapah Moodelly of Madraspatnam aforesaid Inhabitant stands Justly and truely indebted unto Your Orators in the full and Just Sum of Two Hundred and Twenty Six Pagodas and thirty fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ninety Pounds and thirteen Shillings or thereabout as will more fully and at Large appear by a Copy of an Account thereunto Annexed for the Inspection of this Honble Court, which Your Orators pray may be admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orators possession and ready to be produced, whenever Your Orators shall by this Honble Court be thereunto required Your Orators further show unto this Honble Court that they have frequently and in an amicable Manner Requested payment from the said Nagapah Moodelly of the said Sum of Two Hundred and Twenty Six Pounds and thirty fanams

But now so it is May it Please this Honble Court that the said Nagapah Moodelly doth obstinately and wilfully Refuses to pay the same or to give Your Orators any Manner of Satisfaction Touching the premises, Your Orators therefore pray a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Nagapah Moodelly May upon his Corporal Oath full, true, Direct and perfect Answer Make to all and Singular the Matters herein before setforth and Alledged as fully truly perfectly and effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orators the said Sum of Two Hundred and Twenty Six Pagodas and thirty fanams With all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Nagapah Moodelly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Hon^ble Court at a Certain time and place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet

Thomas Jones
Atty for Compl^ts.

11th Aug^t. 1781.
This Bill was Shewn to me between the days of Adjournment let a Summons Issue Returnable Next Court Day
B. Roebuck
Mayor

Dr. Nagapah Moodelly in Account Current with Joseph de Cruz and Audeyapah Cr.

1778 Aug^t	1st	To the Amount of Captain Lamons Bill which you promised to pay and Bill delivered	174		1778 Aug^t	1	By Custom Deduct @ 2 fan^s p Pagoda	7	40
1781 Aug^t	10th	To Interest on Ditto from 1 Aug^t. 1778 to this day is 36 m^s 10 d^s @ 12 p Cent p Annum	63	12	1781 Aug^t	10th	By Interest on ditto from 1st Aug^t. 1778 to day is 36 m^s 10 d^s @ 12 p Cent p Annum	2	38
								10	34
							By Ballance	226	30
		Pagodas	237	20			Pagodas	237	20

Fort S^t George
10 August 1781
Errors Excepted

True Copy
Thomas Jones
Atty for Compl^ts.

Signed Joseph de Cruz
Signed Audeyapah

Filed the 17th Aug^t 1781.

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

Between Joseph De Cruz and Audeyapah of Madraspatnam Inhabitants Complainants and Nagapah Modelly of Madraspatnam aforesaid Inhabitant Defendant

Joseph De Cruz one of the above Named Complainants maketh Oath and Saith, that the above Named Defendant stands justly and truly indebted unto this Deponent and the above Named Audeyapah as Copartners, in the Sum of Two Hundred and Twenty Six Pagodas and thirty fanams

Joseph de Cruz

Sworn to before me
this 17th Aug^t. 1781.
B. Roebuck
Mayor

Thomas Jones
Atty for Compl^ts.

Filed 16th Oct. 1781.

The Answer of Nagapah Moodelly of Madras Inhabitant Defendant to the Bill of Complaint of Joseph de Cruz and Audeyapah of the same place Inhabitants Complainants

This Defendant Now and at all times hereafter Saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors Untruths Incertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he absolutely denies to be Indebted unto the said Complainants in the Sum of Two Hundred and Twenty Six Pagodas and thirty fanams Current Money of Madras as is Unjustly Setforth and Stated in the said Bill of Complaint —

All which Matters and things this Defendant is Ready and willing to Aver Maintain and prove as this Hon.ble Court shall Direct and most Humbly Prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained.

Jn.o Sykes
Atty for Deft.

[illegible]

[illegible]

[illegible]

[illegible]

Sworn to in Court
Oct.r 16th 1781.

James Taylor
Reg.r

Filed 23d Oct. 1781

The General Replication of Joseph de Cruz and Audiyapah of Madras Inhabitants Complainants to the Answer of Nagapah Moodelly of the same place Inhabitant Defendant —.

These Replicants Now and at all times hereafter saving and Reserving unto themselves all and all Manner of Benefit and Advantage of Exception that may be had or taken to the Many Errors Uncertainties and Manifest Insufficiencies and Imperfections in the Defendants said Answer Contained, for Replication thereunto, or unto so Much thereof as these Replicants are Advised is Material or Necessary for them to make Replication unto, they do Reply, and Say, that their Bill of Complaint and all and Singular the Matters and things therein Contained, are good true Certain and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby Setforth and Alledged, and that the said Defendants Answer is very Uncertain Evasive, and Insufficient, And these Replicants further say that the said Defendant doth Stand Justly and truly Indebted unto them these Replicants in the full and Just Sum of Two Hundred and Twenty Six Pagodas and Thirty fanams Current Money of Madras as setforth and Stated in these Replicants said Bill of Complaint and the Account Current thereunto Annexed, Notwithstanding what the said Defendant Alledges to the Contrary in his said Answer and in Regard to any other Matter, or thing, Setforth or Alledged in the said Answer, to which these Replicants have not particularly Replied they these Replicants Say that the same is very Uncertain Evasive, and Insufficient for them to Make any other or further Reply thereto—.

All which Matters and things these Repliants are Ready and willing to aver, Maintain, and prove as this Honble Court, shall Direct & And humbly prays as in and by their said Bill of Complaint they have already prayed—

Thomas Jones
Atty. for Complts

Filed 20th Novr. 1781/

The General Rejoinder of Nagapah Moodelly to the Replication of Joseph de Cruz and Audyah—

This Defendant Now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and Advantage of Exceptions to the Many Errors Untruths Incertainties Insufficiencies & and Imperfections in the said Replication contained for Rejoinder thereunto saith that he will aver Justify Maintain and prove all and Singular the Matters and things Contained in this Defendants Answer to be good Certain true and sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby setforth and alledged and that the said Replication is very Untrue Evasive and Insufficient for this Deft. to make any further or other Rejoinder thereunto and this Defendant & further says as in and by his said Answer he hath already said and doth and will Aver and Maintain all and every thing and things therein alledged and setforth—.

All which Matters and things this Defendant is Ready and willing to verify Maintain and prove as this Honble Court shall Direct and most humbly prays as in and by his said Answer he hath Already prayed—.

Jno. Sykes
atty. for Deft.

Interrogatories to be Administered to such Witnesses as shall be produced & sworn, and examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Joseph de Cruz and Audyapah of Madras Inhabitants are the Complainants, and Nagapah Moodelly of the same place Inhabitant is the Defendant—.

On the Part and Behalf of the Complainants—

To all the Witnesses } 1st. Do you Know the Parties Complainants and Defendant in Title of these Interrogatories named, or either and which of them? How long have you so known them or either and which of them? Set forth the particulars at large according to the best of Your Knowledge remembrance and belief and the Truth Declare—

To Ullayaden Moodelly } 2: Are you or are you not Servant to the Complainants in the Title of these Interrogatories named? If yea Do you Know, have you heard or been informed of any Matter or thing relating to the Matters in Question in this Cause between the Complainants and Defendant in the Title of these Interrogatories named? If yea Do you Know whether the said Complainants served the Ship Lord Holland, Captain Lawson Commander, with Beef during the time the said Ship remained in the Road: If yea, did you ever at any and what time or times, as Servant to the said Complainants and on their account carry on board the said Ship, and what Quantities of Beef for the Use of the said Ship did you deliver the same and to whom, and do you Know by whose Order it was, that the said Complainants served the said Ship with Beef. and did you at any and what Time, after the delivery of the Beef, carry a Bill for the Amount thereof, and did you deliver the said Bill to any person belonging to the said Ship, or to any other and what person, and did such person, to whom you delivered the said Bill

object

objected to paying the said Bill or did he promised and undertake to become answerable for and pay the Amount thereof and was the person to whom you delivered the said Bill, the Defendant in the Title of these Interrogatories named? Setforth the particulars at large according to the best of Your Knowledge, remembrance and belief and the Truth Declare—

To the same Witness } 3. Do you remember and can you setforth how much the Bill for Beef delivered to the Ship Lord Hollond, amounted to? If yea, did you at any and what Times, after the delivery of the said Bill to the said Defendant demand Payment of the specific Sum contained in the said Bill? If yea did the said Defendant promise and undertake to pay the whole or only apart of the Amount of the said Bill, and did he the said Defendant or did he not, at various times and under various pretexts and pretences put off the Payment of the said Bill, always acknowledging the Justness thereof and promising and undertaking to pay the same at some future day? and the said Defendant in company with one Appoa since the Commencement of the present Suit apply to you to accommodate and settle the Matters in Dispute with the said Complainants, and did the said Defendant at the time of such his application to you, acknowledge himself to be indebted unto the said Complainants in the full Amount of the Bill delivered by you, and did the said Defendant propose paying one hundred Pagodas in Cash and delivering a Bond for One Hundred and Twenty Pagodas, signed and executed by one Singanah in favor of the said Defendant as the means of accommodating and settling his Debt with the said Complainants Setforth the particulars at large according to the best of Your Knowledge, remembrance and belief and the Truth Declare—

To Marmady Nimapah } 4th Do you know have you heard or been informed of any Matter or thing relating to the Matters in Question in this Cause between the

Complainants

Complainants and Defendant in the Title of these Interrogatories Named If yea Did the said Defendant, since the Commencement of the present Suit, desire you to go with him to Villayaden Moodely Servant to the said Compltts for the purpose of settling a Debt, which he, the said, Defendant, acknowledged himself to be Indebted unto the said Complainants? And did the said Defendant, in Your presence, apply to the said Villayaden Moodelly and request his assistance to settle his, the said Defendants Debts with the said Complainants, and did the said Defendant for the purpose of settling the said Debt, so due from him to the said Complainants pay unto the hands of the said Villayaden Moodelly One Hundred Pagodas, and did the said Defendant likewise deliver to the said Villaydon Moodelly a Bond for One Hundred and twenty Pagodas, signed and executed by one Singanah in favour of the said Defendant, and did the said Defendant in Your presence, promise, that in case the said Singanah should not discharge the Amount of the said Bond at the time limitted that then, he the said Defendant, would fully satisfy the said Complainants and pay the Amount thereof? Setforth the particulars at large according to the best of Your Knowledge remembrance and belief and the Truth Declare—

To Sawmy 5th Do You know, have you heard or been informed of any Matter or thing relating to the Matters in Question in this Cause between the Complainants and Defendant in the Title of these Interrogatories named? If yea, was you present when the Sheriffs Officer arrested the said Defendant at the Suit of the said Complainants, and was or was not such Arrest of the said Defendants person made in the House of one of the Complainants and did or not the said Defendant in Your presence, promise to pay the said Compltts the whole of the Sum for which he the said Defendant, was then arrested and did the said Defendant offer to give the said Complainants One Hundred Pagodas in Cash and give a Bond for the Remainder? Setforth the particulars at large according to the best of Your Knowledge &

remembrance, and belief and the Truth Declare—

To all the Witnesses } 6th Do you know of any other Matter or thing, or have you heard or can you say any thing touching the Matters in Question in this Cause, that may tend to the Benefit and advantage of the Complainants in this Cause besides what you have been Interrogated unto If you Declare the same fully and at large, as if you had been particularly interrogated thereon—

Thomas Jones
Atty for Complts.

Mayor's Court at Madraspatnam — Between Joseph de Cruz and Audyapah of Madras Inhabitants Complainants, and Nagapah Moodilly of the same place Inhabitant Defendant.

On the Part of the Complainants—

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

Vellayadan Moodelly of Madras Conicoplie aged 50 Years or thereabouts being produced as a Witness in this Cause, on the Part of the Complainants, was on the 6 day of February 1782 Signified at the Office of Mr. John Sykes who is Attorney for the Defendant by Summoning my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth—

1st .... To the first Interrogatory this Deponent saith that he doth know the Complainant Joseph De Cruz in this Cause, and that he hath so known him twelve Years or thereabouts— and that he doth know the Complainant Audyapah in this Cause, and that he hath so known him twenty Years or thereabouts— and that he doth know the Defendant Nagapah Moodilly in this Cause, and that he hath so known him six Years or thereabouts and more Saith not to this Interrogatory—

2..

2d .... To the Second Interrogatory this Deponent saith, that he is Conicoplie to the Complts. in the Title of these Interrogatories Named and that he doth know of the Matters relating to this Cause in Question between the Complainants and Defendant in the Title of these Interrogatories named, and this Deponent saith that the Complainants did serve the Ship Lord Holland with Beef during the time said Ship Lord Holland remained in the Roads of Madras, and this Deponent saith that he kept the Account of said Beef so delivered for the use of the said Ship Lord Holland, and that he delivered said Beef on the Sea Beach to different Conicoplies of the names of Dossery Nagapah and others belonging to said Ship, and this Deponent saith that he doth not Recollect what Quantity of said Beef he delivered for the use of said Ship Lord Holland but it amounted to One Hundred and Seventy four Pagodas, and this Deponent saith it was by the Orders of Captain Lanson's Head Dubash Singanah & Nagapah that said Complainants served said Ship Lord Holland with Beef and this Deponent saith that he went in Company with Audeapah the Complainant in this Cause on the afternoon the Ship Lord Holland was to sail and the said Audeapah presented the Bill for the amount of said Beef to Nagapah who promised to pay the said Bill to said Complainant and this Deponent saith the said Nagapah is the Defendant in this Cause and more Saith not to this Interrogatory—

3d .... To the third Interrogatory this Deponent saith, that the amount of said Bill for Beef delivered to the Ship Lord Holland was One Hundred and Seventy four Pagodas and this Deponent saith that he hath several times since the delivery of said Bill demanded payment of the said sum of One Hundred and Seventy four Pagodas from the said Defendant and this Deponent saith the said Defendant put him off from time to time by saying the Head Dubash should pay it and that he had not cleared his Accounts with the said Dubash and such other excuses and this Deponent saith that the said Defendant ordered him to go to the Head Dubash and that he did go to the said Head Dubash who ordered him to bring the Defendant and the Head Dubash said if there was any Ballance due to said Defendant from him after he had cleared his Accounts he would pay this Deponent and this Deponent saith that he desired the said Defendant to come to the Head Dubash but he would not go near him and this Deponent saith that since the Commencement of the present suit the Defendant in Company with Appoo did desire this Deponent to accommodate this Matter in dispute and at that time, the Defendant did acknowledge himself to be indebted to the Complainant in the full amount of said Bill and gave to this Deponent One Hundred Pagodas in part of said Bill in Cash and delivered a Bond for One Hundred and twenty Pagodas signed by Singanah in favor of Audeapah and Joseph De Cruz payable in Six Months as a Security for the Remainder, and as a means of accommodating this Matter in dispute, and at the same time the said Defendant said in Case Singanah did not pay the Bond at the time limited he would be answerable for it and this Deponent saith said One Hundred Pagodas and Singanahs Bond Remained in his possession for the space of three Days and afterwards said Appoo took the Bond and money away — and more saith not to this or the last Interrogatory —

Richd Leighton
Examr.

Mayor's Court at Madraspatnam

Between Joseph De Cruz and Audeapah of Madras Inhabitants Complainants, and Nagapah Moodelly of the same place Inhabitant Defendant.

On the part of the Complainants

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

Mannady

Mannady Ninapah of Madras Conicoplie Aged 46 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Complainants was on the 24th Day of January 1782 Signified at the Office of Mr. John Sykes who is Attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st .... To the first Interrogatory this Deponent saith that he doth know the Complainant Joseph De Cruz in this Cause, and that he hath so known him five or Six Years — and that he doth know the Complts. Audeyapah in this Cause, and that he hath so known him ten or fifteen Years — and that he doth know the Defendant Nagapah Moodelly in this Cause, and that he hath so known him five or Six Years — and more saith not to this Interrogatory —

4th .... To the fourth Interrogatory this Deponent saith, that he doth know of the Matter Relating to the Matters in Question in this Cause between the Complainants and Defendant in the Title of these Interrogatories Named, and this Deponent saith that the Defendant did since the commencement of the present suit desire him to go to Villaydun Moodelly servant to the said Complainant and to endeavour to settle the Debt which the said Defendant acknowledged to be due from him to the said Complainant and this Deponent saith he went from thence to the Complainant Audeapah's House where he found the said Villaydun and this Deponent saith that the said Villaydun told the said Complainant in this Deponent presence that the Defendant had given him One Hundred Pagodas in Cash and a Bond of Singanah's for one Hundred and twenty Pagodas which he desired the Complainant would take as payment of the Debt due from him the said Defendant and that in Cash the said Singanah did not discharge the Bond at the time limited for the Payment of the said Bond he the Defendant would be answerable for the Payment of said Bond, and this Deponent saith that he also requested the Complainant to accept of the above Conditions by the desire of Nagapah but the Complainant would not agree to them but said that the Defendant must discharge the whole amount of his Debt immediately and that as the Deft. had taken Singanah's Bond in his the Complainant's Name unknown to him he would endeavour to get the money for the Debt when the same became due in order to favour the said Nagapah of which this Deponent informed the Defendant — and more Saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam.

Between Joseph de Cruz and Audeyapah of Madras Inhabitants Complainants and Nagapah Moodelly of the same place Inhabitant Defendant —

On the Part of the Complainants —

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

Sawmy of Madras Second Dubash aged 22 Years or thereabouts being produced as a Witness ~~in~~ this Cause, on the Part of the Complainants was on the 8th Day of February 1782 Signified at the Office of Mr. John Sykes who is Attorney for the Defendant by Ramasawmy my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st.

1st. To the first Interrogatory this Deponent saith, that he doth know the Complainants Joseph de Cruz and Audeyapah in this Cause and that he hath so known them five Years or thereabouts — and that he doth know the Defendant Nagapah Moodelly in this Cause, and that he hath so known him about five Months or thereabouts — and more Saith not to this Interrogatory —

5th. To the fifth Interrogatory this Deponent saith, that he is Servant to the Sheriff's Officer who arrested the Defendant's Person in this Cause at the Suit of the said Complainants and this Deponent saith that the Defendant was arrested at the House of the Complainant Joseph De Cruz, and this Deponent saith that the Defendant desired him to tell the Complainants and the Sheriff's Officer that he would pay the Complainants One Hundred Pagodas in ready money as part of the said Debt for which he was arrested and give them a Bond for the Remainder — and more Saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at
Madraspatnam

Tuesday the 16th Day of April
Anno Domini 1782

Present

Edward Garrow Esquire Mayor
Edward John Holland and Thomas Cooper
Aldermen

Between Joseph de Cruz and Nadeapah of Madras Inhabitants Complts and Negapah Mudelly of the same place Inhabitants Defendants

This Cause Coming on to be Heard and Debated this Day in the Presence of Attornies on both sides, on Reading the Complainants Bill with Copy of an Account Current Annexed, the Defendants Answer, the General Replication, the General Rejoinder the Interrogatories and Depositions on the part of the Complainants On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complts the full and Just Sum of Two Hundred and Seventy Six Pagodas and thirty fanams (Pags. 276. 30. –) together with such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

J. Carr

Filed 7th February 1782

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Show unto this Honble Court Your Orators Arthur Cuthbert Basil Cochrane and Forrester Rose Agents for the Captors of Negapatam by their Attornies Alexander Cuthbert Alexander Brodie and Anthony De Souza of Madras Merchants that Reiner Van Vlissingen heretofore Governor of Negapatam but at present of Madras stands indebted unto Your Orators in the full and just Sum of Twenty five thousand five Hundred and sixty three Pagodas Current Money of Madras making in Sterling money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of Ten thousand two Hundred and Twenty five Pounds and four Shillings as will more fully and at large Appear by the Copy of a Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and prayed by Your Orators to be taken as part of this Your Orators Bill of Complaint the Original whereof is in Your Orators Possession and Ready to be produced when Required And Your Orators further show unto this Honble Court that they have frequently and in a friendly manner requested the Payment of the said Sum of Twenty five Thousand five Hundred and Sixty three Star Pagodas

But now so it is and may it Please this Honble Court the said Reinier van Vlissingen obstinately and wilfully refuses to pay the same or to give Your Orators any manner of Satisfaction touching the Premises Your Orators pray a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Reinier van Vlissingen may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before setforth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that he may be decreed to pay unto your Orators the aforesaid Sum of Twenty five Thousand five Hundred and Sixty three Star Pagodas with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Reinier Van Vlissingen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Hon^ble Court at a certain time and Place to be by this Hon^ble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet

Madras Febry 7th 1782.

E. Popham
Atty for Compl^ts

This Bill was sworn to me
Between the Days of Adjournment
and Alexander Cuthbert one of the
Attornies of the Complainants having
Sworn to the Justness of their Demand
and that he has reason to believe that
the Defendant is about to depart from
the Jurisdiction of this Court, therefore
Let a Summons returnable immediately
and a Warrant of Arrest issue thereon

Edw^d Garrow
Mayor.

Know all Men by these Presents that I Reinier Van Vlissingen am held and firmly bound unto Mess^rs Arthur Cuthbert, Basil Cochrane and Forrester Rose Agents for the Captors of Negapatam in the Penal Sum of Fifty one Thousand one Hundred and Twenty Six Star Pagodas to the Payment whereof well and truly to be made to the said Mess^rs Cuthbert Basil Cochrane and Forrester Rose their heirs Executors Administrators or assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my hand and Seal in Negapatam this Seventeenth day of December in the Year One Thousand Seven Hundred and Eighty one

51126.
25563.

Whereas the above bound Reinier Van Vlissingen hath borrowed and received of the above named Mess^rs Arthur Cuthbert Basil Cochrane and Forrester Rose agents for the Captors of Negapatam the full and Just Sum of Twenty five Thousand five Hundred and Sixty three Star Pagodas payable at Madras on Demand to run at Interest at the rate of Eight ꝑ Cent ꝑ Annum —

Now the Condition of this Obligation is such that if the above bound Reinier Van Vlissingen his Heirs executors Administrators or assigns shall well and truly pay or Cause to be paid unto the said Mess^rs Arthur Cuthbert Basil Cochrane and Forrester Rose agents for the Captors of Negapatam their heirs executors Administrators or Assigns the full and Just Sum of Twenty five Thousand five Hundred and Sixty three Star Pagodas together with such Interest as shall or may become Due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue —

R. V. Vlissingen (L.S.)

Signed Sealed and delivered
where no Stampt paper is to be had
in the presence of
J. A. Bromwald
John Godfrey de Recho

A true Copy
E. Popham

Mayor's Court at } { Tuesday the 23 day of April
Madraspatnam } { Anno Domini 1782

Present
Edward Garrow Esquire Mayor
James Call and William Webb
Aldermen

Between Arthur Cuthbert Basil Cochrane and Forrester Rose Agents for the Captors of Negapatam by their Attornies Alexander Cuthbert Alexander Brodie and Antonio de Souza of Madras Inhabitants Complainants and Reinier Van Vlissingen heretofore Governor of Negapatam but at Present of Madras Defendant.

It Appearing by the Records of this Court that the usual Rules have Issued for the Defendant to Answer the Complainants Bill which he has Neglected Doing This Court doth therefore think fit to Order and Decree and Doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of Twenty five Thousand five Hundred and Sixty three Star Pagodas (Star Pags. 25563 - - -) together with such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit.

J Burr.

Filed 12th Jany 1782

To the Honble the Mayor's Court, at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator John Faironey of Madras Inhabitant that Henry Aylmer of the same Place Gentleman, stands indebted unto your Orator in the full and Just Sum of Ninety Nine Pagodas Pagodas, Current Money of Madras Making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda the Sum of Thirty Nine Pounds and Twelve Shillings — as will fully and at large Appear by the Copy of an Account hereunto Annexed for the Inspection of this Honble Court to which Your Orator Most humbly Refers and prays that the same May be Admitted as part of this his Bill of Complaint — and Whereas Your Orator hath Frequently and in a friendly Manner, Requested the Payment of the said Sum of Ninety Nine Pagodas

But now so it is and may it please this Honble Court the said Henry Aylmer obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises — Your Orator prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Henry Aylmer May upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and alledged as fully truly, and Effectually to all Intents and Purposes as if the same were here again Repeated and particularly

Interrogated and that he may be decreed to pay unto your Orator the aforesaid Sum of Ninety Nine Pagodas with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Henry Aylmer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Hon^ble Court at a Certain time and place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

Dan^l. Shaw
Atty for the Compl^t.

Mr. Henry Aylmer	Dr.
To House Rent from 1st January 1781 to 1st October 1782 is 9 Months @ 11 Pags. p. Month	Pags. 99 - -

Madras
1st January 1781

E. E. John Fairney

A true Copy

Dan^l. Shaw
Atty for the Compl^t.

Mayor's Court at Madraspatnam } Tuesday the 23 day of April Anno Domini 1782

L S

Mayors Court

Present
Edward Garrow Esquire Mayor
James Call and William Webb
Aldermen

Between John Fairney of Madras Inhabitant Complainant and Henry Aylmer of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Ninty Nine Star Pagodas (Star Pags. 99 - - -) together with such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Per Cur.

Filed the 24th April 1780 /

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Moodukistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of the same place Inhabitant that Survanah Chitty and Ciramboo Chitty of Madras aforesaid Inhabitants, Stand Indebted unto Your Orator in the full and Just Sum of Four Hundred and Seventy & Pagodas Current Money of Madras Making in Sterling money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of One Hundred and Eighty Eight Pounds or thereabouts as will more fully and at Large appear by a Translation of a Bond or Obligation and Copy of an Assignment with Power of Attorney hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original Assignment with power of Attorney being in Your Orator's attorney's Custody and ready to be produced for the Inspection of this Honble Court if Required and Your Orator further Sheweth unto this Honble Court that he hath & frequently and in an Amicable Manner Requested Payment from the said Survanah Chitty and Caramboo Chitty of the said Sum of Four Hundred and Seventy Pagodas—

But now so it is may it Please this Honble Court the said Sarvanah Chitty and Caramboo Chitty obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General & relief such as to this Honble Court shall appear Agreeable to equity and good Conscience To the End therefore that the said Sarvanah Chitty

Chitty and Caramboo Chitty may upon their Corporal Oaths full true direct & and perfect Answer make to all and Singular the matters and things herein before setforth and Alleged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Seventy Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Survanah Chitty and Caramboo Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed & and appointed then and there to Answer this Your Orator's Bill of Complt. and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall seem Meet.

Jno. Sykes
Atty. for Complt.

22: April 1780.
this Bill was Shewn to me
between the days of Adjournment
let a Summons issue thereon
Returnable Next Court Day—
Edwd. Jno. Holland
Mayor

Translation

Translation

15th November 1777

We Sarvanah Chitty Son of Comara Callaty Chitty and Carambo Chitty Son of Egapah Chitty and our Heirs do give this Mortgage Bond to Moodukistna Chitty the Son of Kolah Mongee Ramaal Chitty — That is to say we have upon urgant Occasion Jointly and Separately borrowed and Received of You the Sum of Four Hundred and Seventy Pagodas (Pags 470) and for Securing the payment of which said Sum we the said Sarvanah Chitty and Carambo Chitty have Mortgaged assigned and set over and by these presents do Mortgage assign and set over unto You our Redwood containing 320 pieces weighing 320 Candy which said Redwood is now kept in Munro Moodoo Modelly's Bankshal — We promise to pay the above Sum with It's Interest at 9 p Cent p Annum on Demand — if the said Mortgaged premises should be Lost either by the power of Divine providence or Fire then in such Case we bind ourselves to be Answerable for the same thus Drawn by our Consent by Mottay Chitty Witnesses Nellatomby Tandavah Chitty and Nattaum Callaty Chitty —

Witnesses
Nellatomby
Tandava Chitty
Nataum Callaty Chitty

(Signed) Sarvanah Chitty
Carambo Chitty

The aforegoing is said to be a true Translate as near as can be from the Original in the Malabar Language by Soobarayan Sworn Court Interpreter —

Jno Sykes
atty. Complt.

To all to whom these presents shall Come Greeting, whereas Sarvanah Chitty and Carambo Chitty of Madras aforesaid Inhabitant in and by one Bond or Obligation bearing Date the fifteenth day of November which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven became bound unto Moodukistnah Chitty of Madras Merchant in the Sum of Four Hundred and Seventy Pagodas Current money of Madras Conditioned to be paid on Demand Now Know ye that the said Moodukistnah Chitty for a Valuable Consideration to him in hand paid by Agostinho de Cruz of the same place Inhabitant at or before the Sealing and Delivery of these presents, the Receipt whereof he the said Moodukistnah Chitty doth hereby acknowledge, he the said Moodukistnah Chitty hath Assigned and Sett Over and by these presents doth Assign and Sett over unto the said Agostinho de Cruz the said Bond or obligation and the money or amount principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Moodukistna Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these presents doth make Constitute and Appoint the said Agostinho de Cruz his Executors and Administrators his true and lawfull Attorney and Attornies Irrevocable for him and in his name and in the Name and Names of his Executors and Administrators but for the Sole and proper use and benefit of the said Agostinho de Cruz his Executors Administrators and Assigns to ask Require Demand and Receive of the said Sarvanah Chitty and Carambo Chitty their Heirs Executors and Administrators the money due and to become due on the said

Bond or Obligation and on non payment thereof he the said Agostinho de Cruz his heirs Executors and Administrators to sue for and Recover the same and on payment thereof to Deliver up the said Bond or Obligation to Cancell and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Agostinho de Cruz or his Attorney or Attorneys under him shall Lawfully do in the premises the said Moodukistnah Chitty doth hereby Allow and affirm and the said Moodukistnah Chitty doth Covenant with the said Agostinho de Cruz that he the said Moodukistnah Chitty hath not Received nor will Receive the said Money due or to become due on the said Bond or Obligation or any part thereof neither shall or will Release Discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof the said Agostinho de Cruz Saving the said Moodookistnah Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Moodukistnah Chitty hath hereunto Set his Hand and Seal in Madras this Fifteenth day of April in the Year of Our Lord one Thousand Seven Hundred and Eighty —

Signed Sealed and Delivered
where no Stampt paper is to be had in
the presence of —
[illegible]
[illegible]

[illegible] (L.S.)

Filed 1st Augt. 1780

The Amended Answer of Sarvanah Chitty and Caramboo Chitty of Madras Inhabitants, Defendants to the Bill of Complaint of Moodu Kistnah Chitty of the same Place Merchant, by his Attorney Agostinho De Cruz of Madras Inhabitant Complainant

These Defendants Now and at all times hereafter Saving and Reserving to themselves all and all Manner of Benefit and Advantage of Exceptions to the many Errors, Incertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto, or unto so much thereof as they are Advised doth Materially Concern them to make Answer unto they these Defendants, Answer and Say That they Absolutely deny to Stand Indebted unto the said Complainant in the Sum of Four Hundred and Seventy Pagodas, as is Unjustly and Erroniously Setforth and Stated in the said Complainants Bill of Complaint, or in any other Sum or Sums of Money whatever, but, on the Contrary these Defendants do Insist that the said Complainant is Indebted unto them, these Defendants, in the full and Just Sum of Seven Hundred and Ninety Two Pagodas, as will more fully and at large appear by an Account hereunto Annexed for the Inspection of this Honble Court to which these Defendants most humbly Refer and pray that the same may be Admitted as part of this their Answer — And these Defendants further Answering say that being in need of money they applied to one Coolapah Chitty for the Loan of the Sum of Four

Hundred and Seventy Pagodas Upon the Mortgage of three Hundred and Twenty Pieces of Red Wood and the said Codapah Chitty Upon such Security being Offered him did Engage to lend these Defendants the said Sum of Four Hundred and Seventy Pagodas and accordingly, and for the Purpose aforesaid, the Mortgage Bond of the said Red Wood (a Translate of which is annexed to the said Complainants Bill of Complaint) was by the Desire of the said Codapah Chitty Drawn out in the Name of the said Complainant and which said Bond these Defendants Delivered to the said Codapah Chitty, who Promised to bring them the Money but neither the said Codapah Chitty nor the said Complainant has to this Day Paid the whole or any part of the Money Specified in the said Bond nor have they given these Defendants any Consideration, whatever for the said Mortgage Bond and the said Bond is Unjustly with held and Detained from these Defendants and by such the conduct and Proceedings of the said Codapah Chitty and the said Complainant these Defendants are Prevented from Selling or Disposing of the said Red Wood altho' they were Several times offered the Sum of Five Pagodas for Every Candy and the said Red Wood will Still Sell for about that Price wherefore these Defendants humbly Conceives that the said Complainants is both by Law and Equity Answerable and Accountable to these Defendants for the Amount Specified in the said Account Annexed to these Defendants Answer—

All which Matters and things these Defendants are Ready and Willing to Verify Maintain and Prove as this Hon'ble Court shall Direct and humbly Pray, to be hence Dismissed with their reasonable Costs and Charges in this behalf Most Wrongfully Sustained.

Paul Shaw
attorney for the Defendants.

Moodu Kistnah Chitty .... Dr.

To 320. Pieces of Red Wood W.t 120 Candys @ 5. Pag.s ⅌ Candy	600" . . " . . "
To Interest on Ditto from 15th November 1777. to the 15. July 1780. @ 12. ⅌ Cent ⅌ Annum	192" . . " . . "
	Pag.s . . 792" . . " . . "

Fort St. George 15th July 1780
Errors Excepted

[illegible]

[illegible]
[illegible]
[illegible]
[illegible]

[illegible]

[illegible]
[illegible]

Filed 23d. Octr. 1784

The Replication of Moodookistnah of Madras Merchant by his Attorney Agostinho De Cruz of the same Place Inhabitant to the Amended Answer of Sarvanah Chitty and Carumboo Chitty of the same place Inhabitants.

This Replicant Now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Untruths, Uncertainties Insufficiencies and Imperfections in the said Defendants Answer, Contained for Replication thereunto saith that his Bill of Complaint against the said Defendants and all and Singular the Matters, and things therein Contained are good true certain and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby Alledged and Setforth and that the Answer of the said Defendants is very Untrue Evasive and Insufficient in the Law, And for further Replication to the said Answer this Replicant doth humbly Insist and will Maintain and prove that the Defendants do stand justly and truly Indebted unto him the said Replicant in the Sum of Four Hundred and Seventy Pagodas and Interest as the same is Justly Stated and Setforth by him this Replicant in his said Bill of Complaint Notwithstanding any Matter or thing to the Contrary thereto

Setforth.

Setforth, or Alledged by the said Defendants Consequently this Replicant cannot, be and absolutely denies to be Indebted unto the said Defendants either in the Sum of Seven Hundred and Ninety two Pagodas as is Unjustly Setforth and Stated in the said Answer and the Account thereunto Annexed or any other Sum of Money, whatever, Nor had the said Defendants the least right to make any such Charge or any Charge whatever to this Replicant this Replicant further saith he will Maintain that the said Defendants did apply to him this Replicant (and not to Coolapah Chetty to this Replicants Knowledge) for the Loan of the Sum of Four Hundred and Seventy Pagodas upon the Mortgage of three Hundred and twenty Pieces of Redwood and this Replicant upon such Security, being offered did Agree to make the said Loan and did Actually pay or Advance unto the said Defendants the said Sum of Four Hundred and Seventy Pagodas which he so did in the Presence of the said Coolapah Chitty, to whom the said Defendts say they applyed for the Loan of the said Sum of Four Hundred and Seventy Pagodas, this Replicant, for further Replication saith that he absolutely denies all and every the Matters and things Setforth by the said Defendants in their said Answer Regarding the application made to Coolapah Chitty, their Delivering the said Bond to the said Coolapah Chitty, that the Amount or Consideration of the said Bond was not paid or Advanced either by this Replicant or the said Coolapah Chitty, and that the said Bond is unjustly withheld and Detained from the Defendants but on the Contrary this Replicant saith that he will in due time prove to the Satisfaction of this Honble Court, that the Amount or Consideration of the said Bond was paid or Advanced by him this Replicant to the said Defendant both in presence of the said Coolapah Chitty and some other Creditable

Persons, and that the whole Transaction passed between this Replicant and the said Defendants this Replicant Admits that the Bond was Drawn by the said Coolapah Chetty by the Desire of the said Defendants, but that can by no means affect this Replicant said just Demand on the said Defendants And this Replicant lastly saith he humbly hopes by what is hereinbefore setforth, and the proofs which he will produce in due time, added to the said Defendants own Bond acknowledged by them in their said Answer that it will clearly Appear to this Hon:ble Court that what the said Defendants pretend about their Application to the said Coolapah Chetty for the said Loan the Amount not being Advanced to them, and Charging this Defendant with the Amount of the Redwood Mortgaged to them, as appears by the Bond or Obligation of the said Defendants with Interest are Illegal Unjust and without any real Cause or Foundation whatever And that Instead thereof they the said Defendants ought to pay And this Replicant humbly hopes and doubts not but this Hon:ble Court will be pleased to Decree them to pay the Sum Sued for with Interest and Exemplary Costs of Suit

All which Matters and things this Replicant is Ready And willing to verify Maintain and prove as this Hon:ble Court shall Direct and most humbly prays as in and by his said Bill of Complaint he hath already Prayed.

Jno. Sykes

Atty. Replt.

Filed 13th Novr 1780.

The Amended Rejoinder of Saravanah Chetty and Caramboo Chetty of Madras Inhabitants Defendants to the Replication of Mootie Kistnah Chetty of the same place Merchant by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant.

These Defendants now and at all times hereafter saving and Reserving to themselves all Manner of Benefit and Advantage of Exception to the Incertainty and Insufficiency of the said Replication for Rejoinder Say that these Defendants said Answer is true Certain and Sufficient in the Law to be Replied unto and Say as in and by their said Answer they have already said and do and will Aver and Maintain all and every thing and things therein Alledged and Expressed and these Defendants also Say that the said Replication of the said Complainant is Incertain and Insufficient in the Law to be Rejoinder unto unto by these Defendants for divers defects and Imperfections therein Contained And these Defendants again Deny to Stand Indebted unto the said Complainant in the Sum of Four Hundred and Twenty Pagodas as is Unjustly and Erroniously setforth and Stated in the said Complainants Bill of Complaint and in his said Replication or in any other Sum or Sums of Money whatever but on the Contrary these Defendants do Insist and will maintain that the said Complainant is Indebted unto them in the full and Just Sum of Seven Hundred and Ninety two Pagodas as is already Setforth and Stated by these Defendants in their said Answer and the Account thereunto Annexed And these Defendants for further Rejoinder Say that they again deny to have Received any Consideration whatever from the said Complainant or from any other Person or Persons for or on Account of the Mortgage Bond on which the said Complainant has Commenced his Unjustifiable Action in this Hon'ble Court against these Defendants but that the said Bond was Obtained in the Manner and Form as Expressly Setforth by them in their said Answer and that the said Bond is Unjustly withheld and Detained from these Defendants by the said Complainant and Coolapah Chitty in the manner and form as also Setforth by them in their said Answer and by such Proceedings and Conduct of the said Complainant and the said Coolapah Chitty these Defendants were Prevented from Selling or Disposing of the Red Wood mentioned to have been Mortgaged in the said Bond wherefore these Defendants do humbly Conceive that they have a Legal Right to Charge the said Complainant with the Amount Specified in the Account Annexed to these Defendants said Answer And these Defendants lastly Say that it hath come to their Knowledge that the said Complainant did not Sign his Name to the Assignment and Power of Attorney a Copy of which is Annexed to the said Bill of Complaint but that the said Assignment and Power of Attorney a Copy of which is Annexed to the said Bill of Complaint but that the said Assignment and Power of Attorney was Signed and Sealed by the said Coolapah Chitty who Signed his Name Coolan in the Malabar Language and Characters it being the usual manner for the said Coolapah Chitty to Sign his Name, wherefore these Defendants Say and do Insist that the Execution of the said Assignment and Power of Attorney is Illegal and Unwarrantable and Consequently the Mootoo Kistnah by his said Attorney cannot bring an Action against these Defendants in the manner they have done by Filing

the

the said Bill of Complaint in this Hon'ble Court and therefore these Defendants do Plead the same in Bar of the said Action and with Regard to any other Matter or thing setforth by the said Complainant in his said Replication to which these Defendants have not Particularly Rejoined the same are weak Evasive and Immaterial for these Defendants to make any further or other Rejoinder thereunto

All which Matters and things these Defendants are Ready to Aver Maintain and Prove in such manner and form as this Hon'ble Court shall Direct and therefore humbly Prays as before in their said Answer they have Already Prayed—

Edward Ellis
for Daniel Shaw
Atty: for the Defendants.

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a Certain Cause now Depending and at issue in the Hon'ble the Mayor's Court at Madraspatnam wherein Moodookistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of Madras Inhabitant is Complainant and Sarvanah Chitty and Caramboo Chitty of the same place Inhabitants Defendants—

To all the Witnesses } First. Do you Know the Parties Complainant and Defendants in the Title of these Interrogatories Named or either of them If yea how long have you so known them or either and which of them Declare.

To Nillatomby Tondavah Chitty & Nautom Callaty Chitty } Second Were You or were You Not present and did You or did You Not See the Defendants in this Cause in or about the Month of November which was in the Year of our Lord One Thousand Seven Hundred and Seventy Seven Execute or Sign the Mortgage Bond Obligation or Instrument or Writing now produced and Shewn to You at this the time of Your Examination Marked A If Yea, did You or did You not Hear the said Defendants or either of them Declare or Say that they had Received the Amount of the said Mortgage Bond or Obligation or any part and how much thereof If Yea did the said Defendants or did they not so Say or Declare that they had Received the same from the above named Moodoo Kistnah Chitty or from any other Person and whom? did You or did You not either for Your own Satisfaction as being present at the Execution of the said Mortgage Bond or for any other and what Reason or any other and what Account ask the said Defendants or either of them particularly if the Amount of the said Mortgage Bond or Obligation was Advanced or paid to them or whether they the said Defendants or either of them did Receive the same If Yea. did the said Defendants or did they Not Acknowledge or Say that they had Received the full and whole Amount of the said Mortgage Bond or Obligation or any and what part thereof? did the said Defendants or did they not Request or desire You to Witness the said Mortgage Bond or Obligation— If Yea. did You or did you not Witness the same Accordingly If Yea. are or Are Not the Names of the said Defendants which appear thereto as and for the Execution thereof and Your Names which appears as Witnesses thereto, of their said Defendants and Your Hand Writting Respectively? the whole of these Matters fully and particularly Declare—

To Coolapah Chitty Third Had You and Moodookistnah Chitty the Complainant in this Cause some time ago or had you Not any Dealings together?

and

and did You and the said Moodookistnah Chitty or did You not Make any Loans of Money to any Person or Persons either on Your Joint Account or otherwise, If Yea Did or did Not You and the said Moodoo Kistnah either Jointly or Separately at any time or times Advance or lend unto the Defendants in this Cause and the Father of one or both of them in his or their Life time any Sum or Sums of Money. If Yea. Did you and the said Complainant or did you not some time ago Settle and Separate Your Dealings and Transactions, If Yea! Had You or had You not or have You or have You not any Concern in or any thing to do with the Bond Obligation or Demand in Question in this Cause? or was or was not the same the intire Concern or property of the said Complainant! Do you or do You not Know that the said Defendants did Borrow the Money in Question from the said Moodoo Kistnah Chitty or of their giving him the said Complainant a Mortgage of some Redwood or not. If Yea is or is not the Mortgage and Redwood the same in Question in this Cause, and was or was not the said Mortgage given for Money really Advanced or due by the said Defendants to the said Complainant or otherwise and how? The Whole of these Matter according to the best of Your Knowledge Remembrance and belief fully and particularly Declare—

To Ditto: Fourth— were or were not the said Defendants Indebted to You in any Sum of Money at the time they gave the Mortgage Bond in Question to the said Complainant either for Money then Actually lent by You or Money then Really due to You by the said Defendants on the Ballance of Accounts, If Yea? Did or did not the said Defendants give You a Mortgage Bond for the same Declare.

To Vinayagah Chitty Fifth Was You or was You Not some time ago Employed and for how long time either in the life time of the Father or Father of the Defendants or either and which of them, or since his or either Decease or both as Conicoply or Accomptant, and did You or did You Not Keep the Accounts of or Relative to their Commerce or Concerns in Merchandize or Loans of Money If Yea did You or did You Not thereby become Acquainted with their Accounts dealings or Transactions If Yea Did or did not the Defendants in this Cause really become Indebted unto Moodoo Kistnah Chitty the Complainant in this Cause in the Sum of Four Hundred and Seventy Pagodas in Question in this Cause or any other and what Sum If Yea, did or did Not the said Defendants give a Mortgage Bond Mortgaging some Redwood to the said Complainant on Account or by way of Security for the Payment, If Yea. Is or is Not the Mortgage or Instrument which was given on the said Occasion the same in Question in this Cause If Yea was or was not the same a fair and Just Transaction or was there or was there not any thing unjust therein or with Regard thereto on the part of the Complainant in any Respect whatever? Declare—

Tolvenayagah Chitty Sixth Have You or have You not at any time or times since the Granting of the said Mortgage Bond in Question by the said Defendants to the said Complainant been present and Heard the said Defendants Acknowledge the said Debt or the Sum for which the said Mortgage Bond was given, And did or did Not the said Defendants at all or any such times promise payment thereof? Declare—

Tolvragos Chitty Seventh Was You or was You Not present at any time in the Year of our Lord One Thousand Seven Hundred and Seventy two and

and one Thousand Seven Hundred and Seventy three when the Defendants in this Cause did Sell or Dispose of some Redwood If Yea. Did or did not the Complainant Receive the produce of the said Sale towards the Discharge of the Debt or Sum which the Defendants stood Indebted unto the Complainant If Yea did or did Not the said Complainant and Defendants afterwards Adjust their Accounts and was or was Not the said Defendants Indebted, or did they or did they Not become Actually Indebted unto the said Complainant in the Sum of Four Hundred and Seventy Pagodas or any other and what Sum If Yea did or did Not the said Defendants give unto the said Complainant a Mortgage Bond for the Sum which they then were or become Indebted unto the said Complainant, If Yea. did the said Defendants or did they not therein Mortgage any and what Quantity of Redwood for or on Account or by way of Security for the said Debt If Yea. Is or is not the Mortgage which the said Defendants so gave the same in Question in this Cause? where was the said Redwood Kept and what is become of it or where is it? Have You or have You not ever or at any time or times since the granting the said Mortgage Bond heard the said Defendants say any thing about the Debt or Sum of Money in Question in this Cause If Yea. Do You or do you not Know or verily believe either of Your own Knowledge or from what you have heard the said Defendants say that the Debt or Sum of Money in Question in this Cause is Justly due from the said Defendants to the said Complainant or his Attorney to whom he hath Transferred or Assigned the same? the whole of these Matters according to the best of Your

Knowledge Rembrance and belief fully and particularly Declare —

To Nagappen Eighth. Did or did Not the Defendants in this Cause at any time in the Year of our Lord one thousand seven hundred and Seventy Two desire You to Use Your Utmost Endeavours to Dispose of some Redwood and did or did not the said Defendants say that the said Redwood was Mortgaged to Moodoo Kistnah Chitty the Complainant in this Cause for the Sum of Four Hundred and Twenty Pagodas or any other and what Sum, And did Not the said Defendants say that after the payment of the Sum for which it was Mortgaged if there was any Overplus they would Receive and Enjoy it or otherwise and how? Did You or did you not Agreeable to the desire or Request of the said Defendants Use Your Endeavours to dispose of the said Redwood If Yea. did You or did You Not Dispose of the same, if Not why Not and whether You did or did Not Acquaint the Defendants therewith the Whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and particularly Declare —

To Oppoo Chitty & Senny. Ninth Look upon the Assignment Instrument or Paper Writing Now produced and shewn to You at this the time of Your Examination Marked B. were You or were You not present and did You or did You Not see Moodoo Kistnah Chitty the Complainant in this Cause Execute or Sign and Seal the same and is or is not the Name "Moodoo Kistnah" Set or Subscribed to the said Instrument Opposite the Seal of his the said Moodoo Kistnah Chitty's Hand Writing? Did or did not the said Mo[illegible] Kistnah desire You to Witness the said Assignment Instrument or Writing If Yea. did you or did You Not do so, and are the Names "Oppoo" & "Senny." thereunto

thereunto Set or Subscribe of Your Hand Writing Respectively Declare —

To all the Witnesses } Tenth Do you know of any other Matter or thing or have you heard or can you Setforth any thing touching the Matters in Question in this Affair that may tend to the benefit or Advantage of the Complainant. If yea. Declare the same as You know have been informed or do believe together with the Reasons of such Your Knowledge and belief as fully as if You had been thereunto particularly Interrogated.

Jno. Sykes
Atty: for Compt.

[illegible]

[illegible]

This Cajan Exhibit Marked A. was Shewn to Tondavah Chitty and Nauton Callaty Chitty at the Respective times of their Examination before me on the Part of the Compt. In a Cause Depending in the Hon'ble the Mayor's Court at Madraspatnam wherein Moodoo Kistnah Chitty by his Attorney Agostinho de Cruz is Complainant, and and Savanah Chitty & Curamboo Chitty are Defendants on the 22d. Day of Octr. Anno Domini 1781 —

Richd. Leighton
Examr.

To all to whom these presents shall Greeting whereas Sarvanah Chitty and Curamboo Chitty of Madras aforesaid Inhabitant in and by one Bond or Obligation bearing Date the fifteenth day of November which was in the Year of our Lord One Thousand Seven Hundred and Seventy Seven become bound unto Moodookistnah Chitty of Madras Merchant in the Sum of Four Hundred and Seventy Pagodas Current Money of Madras Conditioned to be paid on Demand.

Now Know ye that the said Moodookistnah Chitty for a Valuable Consideration to him in hand paid by Agostinho de Cruz of the same place Inhabitant at or before the Sealing and Delivery of these presents the Receipts whereof he the said Moodookistnah Chitty doth hereby Acknowledge he the said Moodookistnah Chitty hath assigned and Sett over and by these presents doth assign and Sett over unto the said Agostinho de Cruz the said Bond or Obligation and the Money or Amount principal and Interest thereupon Due and owing and which may become Due thereon and all his Right and Interest of in and to the same and every part thereof and the said Moodookistnah Chitty for the Consideration aforesaid hath made Constituted and appointed and by these presents doth make Constitute and appoint the said Agostinho de Cruz his Executors and Administrators his true and lawful Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Admin^rs but for the sole and proper use and benefit of the said Agostinho de Cruz his Executors Administrators and Assigns to ask Require Demand and Receive of the said Savanah Chitty and Curamboo Chitty their heirs Executors and Administrators and the Money Due

due and to become due on the said Bond or Obligation and on Non payment thereof he the said Agostinho de Cruz his heirs Executor and Administrators to sue for and Recover the same and on payment thereof to Deliver up the said Bond or Obligation to Cancell and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Agostinho de Cruz or his Attorney or Attornies under him shall Lawfully do in the premises the said Moodoo-kistnah Chitty doth hereby allow and Affirm and the said Moodookistnah Chitty doth Covenant with the said Agostinho de Cruz that he the said Moodookistnah Chitty hath not received nor will receive the said Money Due or to become due on the said bond or Obligation or any part thereof Neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof the said Agostinho de Cruz saving the said Moodookistnah Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Moodookistnah Chitty hath hereunto Sett his hand and Seal in Madras this Fifteen day of April in the Year of Our Lord One Thousand Seven Hundred and Eighty—.

[illegible] (L.S.)

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the presence of [illegible]
[illegible]

This Exhibits Marked **B**. was shewn to Appoo Chitty and Sawmy at the Respective times of their Examination before me on the part of the Complainant In a Cause Depending in the Hon^ble the Mayor's Court at Madraspatnam wherein Moodookistnah Chitty by his Attorney Agostinho de Cruz is Complainant and Sarvanah Chitty and Curamboo Chitty are Defendants on the 26^th & 29^th Day of October Anno Domini 1781.— Rich^d. Dighton
Exam^r.

Mayor's Court at Madraspatnam. Between Moodoohistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant and Sarvanah Chitty and Carambro Chitty of the same place Inhabitants Defendants

On the part of the Complainant

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

Tondavrah Chitty of Madras Merchant Aged 60. years or thereabouts, being produced as a Witness in this Cause on the Part of the Complainant was on the 22d Day of October 1781. Signified at the Office of Mr Daniel Shaw who is Attorney for the Defendants by Rumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1............To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodookistnah Chitty in this Cause and that he hath so known him forty Years or thereabouts and that he doth know the Defendants Sarvanah Chitty and Carambro Chitty in this Cause, and that he hath so known them the same time and more saith not to this Interrogatory.

2............To the Second Interrogatory this Deponent saith he was present and did see the Defendants in this Cause in or about the Month of November which was in the Year of our Lord one thousand seven Hundred and Seventy Seven Execute or sign the Mortgage Bond Obligation Instrument or Writing now produced and shewn to him at this the time of his Examination marked A. and that he did hear the said Defendants Declare or say that they had received the Amount of the said mortgage Bond or Obligation and this Deponent saith the Defendts

did

did Declare that they had Received the Same from the Above Named Moodoo Kistnah Chitty and he did for his own Satisfaction as being present at the Execution of the said Mortgage Bond ask the Defendants if they had received the Amount of the said Mortgage Bond or Obligation and the said Defendants did Acknowledge or say that they had received the full and whole Amount of the said Mortgage Bond or Obligation and the said Defendants did Request this Deponent to Witness the said Mortgage Bond or Obligation and he did so Witness the same Accordingly and the Names of the said Defendants which appear thereto Subscribed for the Execution thereof are their own Proper hand writing and the Names which appear as Witnesses thereto, are of the proper hand Writing respectively of each Witness so Subscribed and more saith not to this or the last Interrogatory.

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam Between Moodookistnah Chitty of Madras Merchant by his Attorney agostinho de Cruz of Madras Inhabitant Complainant and Sarvanah Chitty and Carambo Chitty of the same place Inhabitant Defendant.

On the Part of the Complainant.

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

Nautom Callatty Chitty of Madras Merchant Aged 60 Year or thereabouts, being produced as a Witness in this Cause on the Part of the Complainant was on the 22:

Day of October 1781. Signified at the Office of Mr. Daniel Shaw who is attorney for the Defendant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1. .... To the first Interrogatory this Deponent saith that he doth know the Complainant Moodookistnah Chitty in this Cause, and that he hath so known him fifty Years or thereabouts, and that he doth know the Defendants Sarvanah Chitty and Caramboo Chitty in this Cause and that he hath so known them twenty Years or thereabouts and more saith not to this Interrogatory—

2. .... To the Second Interrogatory this Deponent saith, he was present and did see the Defendants in this Cause in or about the Month of November which was in the Year of our Lord one thousand Seven hundred and Seventy Seven Execute or sign the Mortgage Bond Obligation Instrument or Writing now produced and shewn to him at this the time of his Examination Marked A. and that he did hear the said Defendants Declare or say that they had Received the Amount of the said Mortgage Bond or Obligation and this Deponent said the Defendants did Declare that they had Received the same from the above Named Moodoo Kistnah Chitty and he did for his own Satisfaction as being present at the Execution of the said Mortgage Bond ask the Defendants if they had received the Amount of the said Mortgage Bond or Obligation and the said Defendants did Acknowledge or say that they had received the full and whole Amount of the said Mortgage Bond or Obligation and the said Defendants did Request this Deponent to Witness the said Mortgage Bond or Obligation and he did so Witness the same accordingly and the Names of the said Defendants which appear thereto

thereto Subscribed for the Execution thereof are own Proper hand Writing and the Names which appear as Witness thereto are of the proper hands Writing respectively of each Witness so Subscribed and more saith not to this or the last Interrogatory—

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam **Between** Moodoo Kistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant and Sarvanah Chitty and Caramboo Chitty of the same place Inhabitants Defendants.

On the Part of the Complainant.

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

Coolapah Chitty of Madras Merchant Aged 63. Years or thereabouts— being produced as a Witness in this Cause on the Part of the Complainant was on the 8th. Day of October 1781. Signified at the Office of Mr. Daniel Shaw who is attorney for the Defendants by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1. .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodookistnah Chitty in this Cause and that he hath so known him thirty years or thereabouts— and that he doth know the Defendants Sarvanah Chitty and Caramboo Chitty in this Cause, and that he hath so known them forty years or thereabouts— and more saith not to this Interrogatory—

3.

3d .... To the third Interrogatory this Deponent saith, that he and the Complainant Moodookistnah Chitty in this Cause have had joint dealings for about ten Years and that about five Years past they separated their Concerns and they have made joint Loans of money to sundry Persons and that he hath jointly with the Complainant lent at different times Money to the Defendants and their Deceased Father, and this Deponent saith that the Complainant and himself did settle their Accounts and seperate their Joint dealings and Transactions about five Years ago. And this Deponent saith that he hath nothing to do with the Bond in Question in this Cause as the same was the entire Concern of the Complainant given by the Defendants at the time this Deponent and the Complainant Balanced their Joint accounts as it appeared that the Defendants were indebted that Sum to the Complainant on the Settling of Accounts and at the same time the Defendants gave the Deponent a Mortgage Bond for One Thousand and Eight Hundred Pagodas being his Share of the Balance in the above named joint Concern. and more saith not to this Interry

4th .... To the fourth Interrogatory this Deponent saith, that at the time the said Defendants gave the Mortgage Bond in Question in this Cause, they were indebted to him (as it appeared by the Ballance of the joint Accounts between the Complainant and this Deponent) as his Share of money lent to the said Defendants jointly with the Complainant the Sum of One Thousand & Eight Hundred Pagodas for which they gave this Deponent a Mortgage One Houses and Shops — and more saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between Moodookistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant and Sarvanah Chitty and Caramboo Chitty of the same place Inhabitants Defendants

On the Part of the Complainant

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

Venayagah Chitty of Madras Conicoplie Aged 65 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 8th Day of October 1781. Signified at the Office of Mr. Daniel Shaw who is Attorney for the Defendants by Burnasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodookistnah Chitty in this Cause and that he hath so known him ten Years or thereabouts — and that he doth know the Defendants Sarvanah Chitty and Caramboo Chitty in this Cause, and that he hath so known them twenty or thirty years and more saith not to this Interrogatory —

5th .... To the fifth Interrogatory this Deponent saith, that he was employed by the Defendants deceased Father about twenty five years as Conicoplie and that he hath since the decease of the said Defendants Father been employed three Years by the Defendants as their Conicoplie and that he did keep the Accounts relative to the Concerns of Merchandize and Loans of Money and other Transactions of the said Defendants and he thereby become acquainted with their Transactions and the Defendants in this Cause did borrow of the Complainant in this Cause in Ready Money the Sum of four Hundred and Seventy Pagodas for which they gave a Mortgage on Redwood by way of Security for the Payment thereof and the Mortgage so given is the said Mortgage Bond now in Question in this Cause, and the said was a Just and fair Transaction between the Complainant and Defendants in this Deponent presence — and more Saith not to this Interrogatory.

6th .... To the Sixth Interrogatory this Deponent saith, that he has been present several times since the Granting of said Mortgage Bond now in Question when the Complainant has demanded payment of the Same and the Defendants have promised to pay the same and Acknowledge the said Bond to be just — and more Saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam. **Between** Moodoo Kistnah Chitty of Madras Merchant by his Attorney Antonio de Cruz of Madras Inhabitant Complainant and Sarvanah Chitty and Caramboo Chitty of the same place Inhabitant Defendants

On the Part of the Complainant

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

Vurragoo Chitty of Madras Merchant Aged 60 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Complainant was on the 8th Day of October 1781. Signified at the Office of Mr. Daniel Shaw who is Attorney for the Defendants by Bunnasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth. —

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodoo Kistnah Chitty in this Cause and that he hath so known him fifteen Years or thereabouts — and that he doth know the Defendants Sarvanah Chitty and Caramboo Chitty in this Cause — and that he hath so known them twenty Years or thereabouts — and more Saith not to this Interrogatory —.

7th .... To the Seventh Interrogatory this Deponent saith, that he was present in the Year of Our Lord One thousand Seven Hundred and Seventy two when the Defendants in this Cause did Sell or dispose of some Redwood and that he was also present some time in the Year of Our Lord One thousand Seven Hundred and Seventy three when the Defendants did also dispose of a Quantity of Redwood, and both said Sales amounted to about two Hundred and fifty Pagodas and this Deponent saith that the Complainant did Receive the produce of said Sales in his presence in part of a Debt due from the Defendants to the Complainant and the Defendants and Complainant did afterwards adjust their Accounts in this Deponents presence and the Defendants were Indebted upon the Ballance in the Sum of four Hundred and Seventy Pagodas and the Defendants did give unto the Complainants a Mortgage on One Hundred and fifty Candy of Redwood for said Sum of four Hundred and Seventy Pagodas and this Deponent saith the Mortgage Bond so given by the Defendants is the One now in Question in this Cause

And said Mortgaged Redwood was kept in Moodoo Moodelliars Bankshall and afterwards it was removed to a Bankshall near the Companys Godownes where it now lies, and this Deponent saith that he hath two or three times since heard the Complainant demanded Payment of said Mortgage Bond and the Defendants have acknowledged the Debt and said they would pay it and this Deponent saith he verily believes the Defendants are indebted to the said Complainant or his Attorney the Sum of Money in Question in this Cause for the Reasons before setforth — and more saith not to this or the last Interrogatory

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam

Between Moodookistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant and Sarvanah Chitty and Carambor Chitty of the same place Inhabitants Defendants

On the Part of the Complainant

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

Tiagapiear of Madras Conicoplee Aged 68 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 8th Day of October 1781 Signified at the Office of Mr. Daniel Shaw who is Attorney for the Defendants by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

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1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodookistnah Chitty in this Cause and that he hath so known him twenty Years or thereabouts — and that he doth know the Defendants Sarvanah Chitty and Caramboo Chitty in this Cause and that he hath so known them twelve Years and upwards — and more saith not to this Interrogatory —

8th .... To the Eight Interrogatory this Deponent saith, that the Defendants in this Cause, did desire him to use his endeavour to dispose of some Redwood some time in the Year of Our Lord One Thousand Seven Hundred and Seventy two and at the same time they told this Deponent that the said Redwood was Mortgaged to the Complaint. for the Sum of four Hundred and Seventy Pagodas and that if there was any Over Plus after the Payment of said Mortgage they would Receive the same in Case this Deponents disposed of the said Redwood and this Deponent saith that he did use his endeavour to dispose of said Redwood but at that time there was no Demand for Redwood, therefore he could not dispose of the same of which this Deponent acquainted the Defendants and more saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam.

Between Moodoo Kistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of Madras Inhabit.t Complainant and Sarvanah Chitty and Caramboo Chitty of the same place Inhabitants Defendants —

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On the Part of the Complainant.

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

Oppoo Chitty of Madras Conicoplie aged 37 Years or thereabouts — being produced as a Witness in this Cause on the part of the Complainant was on the 26th Day of October 1781 Signified at the Office of Mr Daniel Shaw who is Attorney for the Defendants by Ramasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as followeth —.

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodoo Kistnah Chitty in this Cause, and that he hath so known him fifteen Years or thereabouts — and that he doth know the Defendants Sarvanah Chitty and Carambo Chitty in this Cause, and that he hath so known them two or three Years — and more saith not to this Interrogatory —.

9th .... To the Ninth Interrogatory this Deponent saith, on shewing and producing to him at this the time of his Examination the Assignment Instrument or Paper Writing Marked **B**. that he was present and did see Moodoo Kistnah Chitty the Complainant in this Cause Execute and sign and seal the same and the Name Moodoo Kistnah set or subscribed to the said Instrument Opposite the Seal Affixed thereto is of his the said Moodoo Kistnah Chitty's own hand Writing and Moodoo Kistnah Chitty did desire this Deponent to Witness the said Assignment Instrument or writing and this Deponent saith he did so Witness the said Paper and the Name Oppoo thereunto set or subscribed is of his own Hand Writing and the Name Sawmy thereunto subscribed as a Witness is of the said Sawmy's own proper hand writing and more saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam. Between Moodoo Kistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant and Sarvanah Chitty and Carambo Chitty of the same place Inhabitants Defendants —

On the Part of the Complainant.

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

Sawmy of Madras Second Dubash Aged 20. Years or thereabouts, being produced as a Witness in this Cause on the Part of the Complainant was on the 9th Day of October 1781 Signified at the Office of Mr Daniel Shaw who is Attorney for the Defendants by Ramasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth —.

1st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodoo Kistnah Chitty in this Cause, and that he hath so known him two Years or thereabouts, and that he doth know the Defendants Sarvanah Chitty and Carambo Chitty in this Cause and that he hath so known them two Years or thereabouts — and more Saith not to this Interrogatory —

9th .... To the Ninth Interrogatory this Deponent saith on shewing and producing to him at this the time of his Examination the Assignment Instrument or Paper Writing marked **B** that he was present and did see Moodoo Kistnah Chitty the Complainant in this Cause Execute and sign and Seal the same and the Name Moodoo Kistnah set or Subscribed to the said

Instrument opposite the Seal Affixed thereto is of his the said Moodoo Kistnah Chitty's own hand Writing and Moodookistnah Chitty did desire this Deponent to Witneſs the said Aſsignment Instrument or Writing and this Deponent saith he did so Witneſs the said Paper and the name Sinnay thereto Set or Subscribed is of his own hand Writing and the Name Oppoo thereto Subscribed as a Witneſs is of the said Oppoos own proper hand Writing and more saith not to this or the last Interrogatory

Richd. Dighton
Examr.

and

Interrogatories to be administered to such Witneſses as Shall be Produced, Sworn and Examined in a Certain Cause now Depending and at Iſsue in the Honble. the Mayor's Court at Madraspatnam wherein Moodu Kistnah Chitty of Madras Merchant, by his Attorney Agostinho de Cruz of the same place Inhabitant is Complainant and Sarvanah Chitty and Carambos Chitty of Madras aforesaid Inhabits. are Defendants on the Part and behalf of the said Defendants

To all the Witneſses

1... Do you know the Parties Complainant and Defendants in the Title of these Interrogatories Named or any and which of them If yea how long have You known them or any and which of them setforth and Declare

To Callaty Chitty and Purraya Carambos Chitty

2... Do you or Do You not Know whether the said Defendants did at any time and when, or how long ago apply to one

Coolapah

Coolapah Chitty for the loan of a Sum of Money upon the Mortgage of One Hundred and Twenty Candys or any other and what Quantity of Red Wood? If yea Do you or Do You not Know whether the said Coolapah Chitty or any other and what Person did lend or did undertake or Promise to lend unto the said Defendants the Sum of Four Hundred and Seventy Pagodas, or any other and what Sum of Money upon the Mortgage of the said, or any other and what Quantity of Red Wood? and Do You or Do you not know whether the said Defendants upon the faith of Such Promise and Undertaking of the said Coolapah Chitty and by his or any other Persons Direction Execute a Mortgage Bond of the said Red Wood for the said Sum of Four Hundred and Seventy Pagodas or any other and what Sum and make it Payable to the said Complainant or to any other and what Person? and Do you or Do you not Know whether the said Defendants did or did not Deliver the said Bond to the said Coolapah Chitty for the Purpose aforementioned? If yea how Do You know the Same Setforth and Declare? Do you or Do you not Know whether the said Coolapah Chitty or the said Complainant or any other and what Person did at any time and when Pay the Consideration Money mentioned to have been Borrowed in the said Bond or any Part thereof to the said Defendants, or to any other Person or Persons on their Account and if not why not, and how do you Know the same Setforth and Declare? Did you or Did you not at any time or times and when or how often at the Desire and Request of the said Defts. apply to the said Coolapah Chitty for to Demand the Redelivery of the said Mortgage Bond. If Yea when were you Desired to make such a Demand and Did or did not the said Coolapah Chitty Return back the said Bond and if not what Answer did he give on such Demand? what Passed between you the said Coolapah Chitty and the said Defendants in the Course of your Applications for the Redelivery of the said Mortgage Bond? the whole of these Matters according to the best of Your Knowledge Remembrance and Belief together with the Reasons of such Your Belief fully and Particularly Declare.—

To Sanmy Chitty and Arunachellum Chitty } Were you or Were you not at any time and when Directed by the said Defendants to Apply to one Coolapah Chitty and to inform him that one Nellanah Moodelly would Purchase for the China Market, a Quantity of Red Wood he had in his Possession belonging to them the said Defendants? If Yea what did you tell the said Coolapah Chitty? what was the Price offered by the said Nellanah Moodelly and what Answer did the said Coolapah Chitty give you on such your Application and Did or Did not the said Coolapah Chitty Refuse to Part with the said Red wood If Yea what message did the said Defendants send by you to the said Coolapah Chitty on his Refusing to let the said Nellanah Moodelly have the said Red Wood? the whole of these Matters according to the best of Your Knowledge, Remembrance and Belief together with the Reasons of such Your Belief fully and Particularly Declare?—

To

To all the Witnesses } 3. Do you know of any other matter or thing or have you heard or can you say any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the said Defendants? If Yea Declare the same as you know & have heard or do Believe together with the Reasons of such Your Belief as fully as if you had been thereunto Particularly Interrog.?

Danl. Shaw
Attorney for the Defendants

Mayor's Court at Madraspatnam

Between Moodoo Kistnah Chitty of Madras Merchant by his Attorney & Agostinho de Cruz of the same Place & Inhabitant Complainant and Sarvanah Chitty and Caramboo Chitty of Madras aforesaid Inhabitants Defendants—

On the Part of the Defendants—

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

Calaty Chitty of Madras Shopkeeper Aged 28th Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants was on the 29th Day of August 1781 Signified at the Office of Mr. John Sykes who is Attorney for the Complainant by Bumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—.

1st. .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodoo Kistnah Chitty in this Cause

and

Cause, and that he hath so known him five Years or thereabouts and that he doth know the Defendants Sarvanah Chitty and Carambo Chitty in this Cause and that he hath so known them ever since he can remember—and more saith not to this Interrogatory

2 .... To the Second Interrogatory this Deponent saith, that the Defendants in these Interrogatories named did apply to Coolapah Chitty about four Years ago for the loan of a Sum of Money upon a Mortgage of One Hundred and twenty Candy's Red Wood and this Deponent saith that the said Coolapah Chitty did promise to lend the Defendants the sum of four Hundred and twenty Pagodas or the said Mortgage of One Hundred and twenty Candys Red Wood, and this Deponent saith that the said Defendants did by the Directions of the said Coolapah Chitty execute a Bond Mortgage the said Red Wood for the sum of four Hundred and twenty Pagodas and the said Mortgage Bond was made out in the Name of the Complainant in these Interrogatories named and the said Defendants did deliver said Mortgage Bond to the said Coolapah Chitty in this Deponents Presence for the Purpose aforementioned, and this Deponent saith that neither the said Complainant or the said Coolapah Chitty or any other Person paid the said Consideration Money or any Part thereof mentioned in the said Mortgage Bond but why they did not pay the said Consideration Money this Deponent doth not know. And this Deponent saith that he hath been several times present with the Defendants about three Years ago when the said Defendants have demanded the Redelivery of said Mortgage Bond or the Money to which the said Coolapah Chitty made answer that the Mortgage Bond was tied up with several others but that he would look for it and deliver it to them—and more saith not to this or the last Interrogatory

Richd. Deighton
Examr.

(11075.8)

22d. April 1782.
Exceptions to the Whole of these Depositions admitted & this Deposition thrown out by Order of Court of this Day—
Chas. Bromley
Depy. Regr.

Mayor's Court at Madraspatnam

Between Moodu Kistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of the same Place Inhabitant Complainant and Sarvanah Chitty and Carambo Chitty of Madras aforesaid Inhabitants Defendants

On the Part of the Defendants—

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

Perrya Carambo Chitty of Madras Merchant Aged 42 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants was on the 27th Day of August 1781 Signified at the Office of Mr. John Sykes who is Attorney for the Complainant by Bunnacing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1 .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Moodu Kistnah Chitty in this Cause, and that he hath so known him Eight Years or thereabouts and that he doth know the Defendants Sarvanah Chitty and Carambo Chitty in this Cause and that he hath so known them forty Years or thereabouts and more saith not to this Interrogy.

2 .... To the Second Interrogatory this Deponent saith, that the Defendants in these Interrogatories named did apply to Coolapah Chitty about four Years ago for the loan of a Sum of Money upon a Mortgage of One Hundred and twenty Candy's of Red Wood and this Deponent saith that the said Colapah Chitty did promise to lend the Defendants the the Sum of four Hundred and Seventy Pagodas or the said Mortgage of One Hundred and twenty Candy's of Red Wood and this Deponent saith that the said Defendants did by the Directions of the said Coolapah Chitty

Chitty execute a Bond Mortgaging the said Red Wood for the Sum of four Hundred and twenty Pagodas and the said Mortgage Bond was made out in the Name of the Complainant in these Interrogatories named and the said Defendant did deliver said Mortgage Bond to the said Coolapah Chitty in this Deponents Presence for the Purpose aforementioned, and this Deponent saith that neither the said Complainant or the said Coolapah Chitty or any other Person paid the said Consideration Money or any Part thereof mentioned in the said Mortgage Bond but why they did not pay the said Consideration Money this Deponent doth not know and this Deponent saith that he hath several times in Company with the Defendants demanded the Consideration Money mentioned in said Mortgage Bond of Coolapah Chitty or the Redelivery of said Mortgage Bond to which the said Coolapah Chitty replied that he had not got the money then but that he executed it shortly when he would give the same — and more saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

[illegible]

23. April 1782
Exceptions to the whole of these Depositions admitted and these Depositions thrown out by Order of Court this Day —
Chas. Bromley
Depy. Regr.

Mayor's Court at
Madraspatnam

Between Moodoo Kistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of the same Place Inhabitant Complainant and Sarvaiah Chitty and Caramboo Chitty of Madras aforesaid Inhabitants Defendants —

On the Part of the Defendants —

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

Sammy

Sammy Chitty of Trivatoncadoo Shop Keeper but now at Madras Aged 30 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Defendants was on the 19th Day of September 1781. Signified at the Office of Mr. John Sykes who is Attorney for the Complainant by Bumasiny my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st. .... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Moodoo Kistnah Chitty in this Cause, and that he doth know the Defendants Sarvanah Chitty and Caramboo Chitty in this Cause, and that he hath so known them ten Years or thereabouts — and more saith not to this Interrogatory —

2d. ...... To the Second Interrogatory this Deponent saith, that he was employed and directed by the Defendants about four Years Ago to one Coolapah Chitty and inform him that one Nellanah Moodelly would purchase the Red Wood he had in his possession belonging to the Defendants at the Rate of five Pagodas ꝑ Candy and the said Coolapah Chitty said he could get more for it and this Deponent saith there was another Person in Company with him when he made these Proposals to Coolapah Chitty and this Deponents saith he went and informed the Defendants of what Coolapah Chitty had said upon which the Defendants sent this Deponent again to Coolapah Chitty to inform him that he should be answerable for said Redwood at five Pagodas ꝑ Candy and that they would have nothing more to do with it — and more saith not to this or the last Interrogatory —

Richd. Dighton
Examr.

said Day

Mayor's Court at
Madraspatnam

Between Moodoo Kistnah Chitty of Madras Merchant by his Attorney Agostinho de Cruz of the same Place Inhabitant Complainant and Sawvanah Chitty and Carumboo Chitty of Madras aforesaid Inhabitants Defendants—

On the Part of the Defendants—

Depositions of Witnesses taken in this Cause Sign'd before the Examiner in this Court as followith—

Arrunachellum Chitty of Madras Shop Keeper Aged 22 Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendants was on the 27th Day of October 1781. Signified at the Office of Mr. John Sykes who is Attorney for the Compl.ts by Bunnasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposith as followith—

1st .... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Moodoo Kistnah Chitty in this Cause, and that he doth know the Defendants Sawvanah Chitty and Carumboo Chitty in this Cause, and that he hath so known them five Years or thereabouts and more saith not to this Interrogatory—

2 .... To the Second Interrogatory this Deponent saith that he was directed by the Defendants to go to Coolapah Chitty about four Years ago and inform him that one Nullanah Modelly had Offered five Pagodas ⅌ Candy for the Red Wood the said Coolapah Chitty had in his possession belonging to the Defendants which they had Mortgaged to the said Coolapah Chitty but that they had Received the Money on Account of said Mortgage, and this Deponent saith that he did in Company with Sawmy Chitty go and inform the said Coolapah Chitty of the above and the said Coolapah Chitty said he would not deliver the Red Wood at that Price as he could get more for it of which this Deponent informed the Defendants and this Deponent saith that the Defendants sent this Deponent and the said Sawmy Chitty again to Coolapah Chitty to inform Coolapah Chitty he must be Answerable for said Red wood to the Defendants at the rate of five Pagodas ⅌ Candy of which this Deponent and Sawmy Chitty informed the said Coolapah Chitty and more saith not to this or the last Interrogatory—

Rich.d Leighton
Exam.r

Filed 18th Feby 1782

In the Hon.ble the Mayor's
Court at Madraspatnam

Between Moodoo Kistnah Chitty of Madras Merchant by his Attorney Agostinho do Cruz of the same place Inhabitant Complainant and Sawvanah Chitty and Carumboo Chitty of the same place Merchants Defendants—

Exceptions taken by the abovenamed Complainant by his said Attorney to the Interrogatories Exhibited, to and the Depositions of Perrya Carumboo Chitty, Calatty Chitty and Sawmy Chitty produced as a Witnesses on the part of the abovenamed Defendants.

The said Complainant Excepts to the abovementioned Interrogatories and Depositions of the said Perrya Carumboo Chitty Calatty Chitty and Sawmy Chitty as they the said Perrya Carumboo Chitty Calaty Chitty and Sawmy Chitty are Interested in the Matters in Question in the said Cause, and the said Perrya Carumboo Chitty is the Eldest Brother of Sarravanah Chitty One of the Defendants in this Cause, and he the said Perrya Carrambo Chitty is one of the Defendts himself by the Name of Carrambo Chitty, the said Ballaty is the Defendant Sarravanah Chitty's Uncles Son and Sammy Chitty a near Relation to both the Defendants in this Cause they are therefore Improper, as the said Complainant conceives to be Admitted as Witnesses in this Cause—

Wherefore the said Complainant by his said Attorney Excepts to the said Interrogatories and Depositions and humbly Prays that the same may be Over ruled and set a Side with Costs to be paid by the said Defendants—

Jno. Sykes
Atty. for Complt.

Filed 19th March 1782

In the Mayor's Court at
Madraspatnam.

Between Moodoo Kistnah Chitty by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant and Sarravanah Chitty and Carrambo Chitty of Madras Merchants Defendants—

The Affidavit of Thomas Jones one of the Serjeants of [illegible] Honble Court.

The Above Named Deponent Maketh Oath and Saith that [illegible] the Sixth day of this Instant March he this Deponent Served the above Named Defendants with a Rule issuing out of this Honble Court by leaving a Copy of the same at their last place of abode purporting that the Above Cause would Come on to be Heard in this Honble Court on Tuesday the 19th day of this Instant March—

Thomas Jones
Court Serjeant

Sworn to in Court
March 19th 1782.

James Taylor
Regr.

Jno. Sykes
Atty. for Deft.

Mayor's Court at
Madraspatnam

Tuesday the 23d Day of April
Anno Domini 1782

Present
Edward Garrow Esquire Mayor
James Call and William Webb
Aldermen

Between Moodoo Kistnah Chitty by his Attorney Agostinho de Cruz of Madras Inhabitant Complainant and Sarravanah Chitty and Carrambo Chitty of Madras Merchants Defendants—

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Complainant (the Attorney for the Defendants having Declined Acting) On Reading the Affidavit of Thomas Jones of Service of Notice of Hearing, the Complainants Bill with Translate of a Mortgage Bond or Obligation and Copy of an Assignment Annexed, the Defendants Amended Answer with an Account annexed, the Replication the Rejoinder the Interrogatories and Depositions on the part of the Complainant with a Mortgage Bond & an Assignment Marked A & B. Annexed, the Interrogatories and Depositions on the part of the Defendant On Hearing the Pleadings made use of by the Attorney for the Complainant and on due Consideration had thereon This Court doth think fit to Order and Decree and Doth accordingly Order and Decree that the Defendants shall pay unto the Complainants the full and Just Sum of Four Hundred and Seventy Star Pagodas St. Pag.s 470 - - - / together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Filed the 4th. July 1781.

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Hustrudoss Virgudoss by his Attorney John Jane of Madraspatnam aforesaid Inhabitant, that Paumodosary Tomboo Naick of Madraspatnam aforesaid Inhabitant, stands well and truely indebted unto Your Orator in the full and just Sum of One Hundred and Seven Pagodas three fanams and fifty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Two Pounds and Seventeen Shillings or thereabouts, as will more fully and at large appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Hon.ble Court, which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orators Poſseſsion and ready to be produced whenever Your Orator shall, by this Hon.ble Court be thereunto required Your Orator further Sheweth unto this Hon.ble Court that in the Month of August which was in the Year of Our Lord One thousand Seven Hundred and Sixty Seven, the said Paumodosary Tomboo Naick purchased of Your Orator some [illegible] Plank or cutting Boards, for which he, the said Paumodosary Tomboo Naick, agreed to pay unto Your Orator the Sum of Sixty Star Pagodas Current Money of Madras, but as the said Paumodosary Tomboo Naick could not immediately pay the same, he gave and granted unto Your Orator a Promisary Note of Hand bearing Date the Twenty Seventh Day of August, which was in the said Year of Our Lord One Thousand Seven Hundred and Sixty Seven, for the said sum of Sixty Pagodas and payable on or before the Seventeenth Day of October next ensuing the Date thereof, as will more fully and at large appear by a Copy of a Translation of the said Note of Hand hereunto Annexed for the Inspection of this Hon.ble Court, which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orator Poſseſsion and ready to be produced, whenever Your Orator shall by this Hon.ble Court, be thereunto required Your Orator further Sheweth unto this Hon.ble Court that Your Orator being indebted unto Your Orators Attorney John Jane of Madraspatnam aforesaid in a Considerable Sum of Money, Your Orator did, in satisfaction for the said Debt aſsign and set over unto the said John Jane the Ballance due upon the said Account Current from the said Paumodosary Tomboo Naick to Your Orator with all Right Title Interest, of, in, and to the same and Your Orator did execute an Aſsignment thereof to the said John Jane, and did constitute and Appoint the said John Jane, his Heirs Executors Administrators, and Aſsigns to be Your Orators true and lawfull Attorney and Attornies irrevocable, for Your Orator and in Your Orators Name And in the Name and Names of Your Orators Heirs Executors, Administrators and Aſsigns, but for the Sole and proper Use and Benefit of the said John Jane his Heirs Executors Administrators, and Aſsigns, to ask require demand and receive of the said Paumodosary Tomboo Naick, his Heirs Executors Administrator and Aſsigns, the Money due and owing on the said Account

Current, and on Non Payment thereof to sue for and recover the same and on payment thereof to cancel and give sufficient Releases and Discharges therefore. Your Orator ratifying, affirming and allowing whatever Your Orators said Attorney John Jure could Lawfully do in the Premises as will more particularly and at length appear by a Copy of the said Assignment hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orators Possession and ready to be produced, whenever Your Orator shall by this Honble Court be thereunto required Your Orator farther sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Caumodosery Tomboo Naick of the said Sum of One Hundred and Seven Pagodas eleven fanams and fifty Cash—

But now so it is May it Please this Honble Court that the said Caumodosery Tomboo Naick doth Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Caumodosery Tomboo Naick may upon his Corporal Oath full true Direct and perfect Answer Make to all and Singular the Matters and things herein before setforth and alledged, as fully truly perfectually and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated, and more particularly that he may setforth and discover whether he did not purchase any and what quantity of Planks

or

or sealing Board of Your Orator, and at what time, and what price he agreed to pay for the same, And what he ever did pay any and what Consideration, for the same whether by Money or Note of hand as is herein before setforth, or how otherwise, And whether he ever paid unto Your Orator in Consideration of the Planks or sealing Boards so purchased by him Any other Sum or Sums of Money, than the twenty Pagodas setforth by Your Orator in the Account Current hereunto Annexed, And whether he does or does not honestly and justly stand indebted unto Your Orator in the full Sum of One Hundred and Seven Pagodas. eleven fanams and fifty Cash as is setforth in the said Account Current, and that he may be Decreed to pay unto Your Orator the said Sum of One Hundred and Seven Pagodas eleven fanams and fifty Cash With all Interest that now is or shall hereafter become Due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Caumodosery Tomboo Naick to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Thomas Jones
Atty: for Complt.

14th: July 1781.
This Bill was Shewn to me
Between the Days of Adjournment
Let a Summons issue Returnable
Next Court Day.—
B. Roebuck
Mayor.

Dr Paumodosery Tomboo Naick in Account Current with Kistnadoss Verjeedoss .... Cr

1767 Augt	27th	To the Amount Principal of your Bond to Me of this Date	60	"	"	1768 May	26th	By Cash Received as per Receipt	20	"	"
1781 July	10th	To Interest on Ditto from 27th Augt 1767 to this Day is 13 yr 10 mo 13 D @ 12 per Cent per Annum	98	27	30	1781 July	10th	By Interest on Ditto from 26th May 1768 to this Day is 13 yr 1 m 16 d @ 12 per Ct per Annum	31	15	60
									51	15	60
								By Ballance	107	11	50
		Pagodas	158	27	30			Pagodas	158	27	30

Fort St George 10th July 1781

Errors Excepted

(Signed) for Kistnadoss Virjeedoss
John Tone

A true Copy
Thomas Jones
Atty for Compls.

Translation of a Promisary Note Dated the 27th of August 1767.—

I Raumodosery Tomboo Naick of Madras do give this Promisary Note to Kistnadoss Virjeedoss of Gozarat Cast at the same place that is to say— I have purchased of you 100 Sealing Board Plank of Pegu for (60) Sixty Star Pagodas Current Money of Madras, which sum I promise to pay on or before the 17th of October Next, thus I do so give this Promisary Note by my Consent, Witnesses Kistnapa Moodelly Doddy Caupian Drawn by Appopilly Conicopilly of the said Person

Witnesses signed.
Kistnapa Moodelly

(Signed)
Raumodausery Tomboo Naick.

a true Translation as near as can be from the Malabar Language

(Signed) Soobarayano
Interpr.

A true Copy.
Thomas Jones
Atty. for Compls.

To all People to whom these presents shall come Greeting Whereas Raumodosery Tomboo Naick of Madraspatnam Inhabitant on the Ballance of an Account Current bearing date the Twelfth Day of July in the present Year of Our Lord One thousand Seven Hundred and Eighty one, stood indebted unto Kistnadoss Virjeedoss of Madraspatnam aforesaid in the Sum of One Hundred and Seven Pagodas eleven fanams and fifty Cash as by the said Account Current may appear, and whereas as there now remains due to the said Kistnadoss Virjeedoss on the said Account Current the Sum of One Hundred and seven Pagodas eleven fanams and fifty Cash making in Sterling Money of Great Britain Forty two Pounds and Seventeen Shillings or thereabouts at eight Shillings for every Pagoda

Now know ye that the said Kistnadoſs Virjedoſs for a Valuable Consideration to him in hand paid by John Jane of Madraspatnam aforesaid, the Receipt whereof of the said Kistnadoſs Virjedoſs doth hereby Acknowledge he the said Kistnadoſs Virjedoſs hath Aſsigned and Set over and by these Presents Doth Aſsign and Set over, unto the said John Jane the said Account Current and the Money there upon due and Owing and all his Right and Interest of in and to the same, and the said Kistnadoſs Virjedoſs for the Consideration aforesaid hath made Constituted and Appointed And by these Presents doth Make Constitute and Appoint the said John Jane his Executors, Administrators, and Aſsigns his true and Lawfull Attorney or Attornies irrevocable, for him and in his Name and in the Name and Names of his heirs Executors Administrators and Aſsigns, but for the Sole and proper use and Benefit of the said John Jane his heirs Executors, Administrators, and Aſsigns, to ask require Demand and Receive of the said Raumadoſsury Tomboo Naick his heirs Executors, Administrators and Aſsigns, the Money Due on the said Account Current And on non Payment thereof of him the said Raumadoſsury Tomboo Naick his heirs Executors Administrators and Aſsigns to sue for and Recover the same and on Payment thereof to deliver up and Cancell the said Account Current and give sufficient Releases and Discharges therefor, And one or more Attorney or Attornies under him to make Constitute, and Appoint, and whatsoever the said John Jane or his Attornies shall Lawfully do in the Premises the said Kistnadoſs Virjedoſs Doth hereby allow and affirm and the said Kistnadoſs Doth Covenant with the said John Jane that he the said Kistnadoſs Virjedoſs hath not received nor will Receive the said Money Due

on

on the said Account Current or any part thereof Neighther shall or will Release or Discharge the same or any part thereof, but will own and allow of all Lawfull Proceedings for the Recovery thereof, he the said John Jane saving the said Kistnadoſs Virjedoſs harmleſs of and from Any Costs that may happen to him thereby In Witneſs whereof the said Kistnadoſs Virjedoſs hath hereunto Set and Affixed his hand and Seal in Madras:patnam aforesaid this Twelvth Day of July in the Year of our Lord One thousand Seven Hundred and Eighty One—

(Signed) Kistnadoſs Virjedoſs (LS)

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the Presence of
Gopaulia
Vencatachillum

A true Copy
Thomas Jones
Atty. for Compt.

Filed 24th July 1781.

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

Between Kistnadoſs Virjedoſs by his attorney John Jane of Madras Inhabitant Complainant and Raumadoſsery Tomboo Naick of Madras aforesaid Inhabitant Defendant.

The above Named John Jane Maketh Oath and Saith that the above Named Raumadoſsery Tombo Naick Stands Justly and truly Indebted to him in the Sum of One Hundred and Seven Pagodas Eleven fanams and Fifty Cash being the Ballance of an Account Current betwixt the said Kistnadoſs Virjedoſs and the said Ramadoſsery Tomboo Naick—

Sworn to in Court
this 24th July 1781
James Taylor
Regr.

John Jane

Thomas Jones
Atty. for Comptt.

Filed 9th Octr 1781

The Amended Answer of Rumadoſsary Tembeo Naick of Matraspatnam, Inhabitant Defendant to the Bill of Complaint of Kistnadoſs Virjiedoſs by his Attorney John Jane of the same Place Inhabitant Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the Many Errors, Uncertainties, Insufficiencies and Imperfection in the said Bill of Complaint Contained for Answer thereunto or unto so Much thereof as he is Advised doth Matterially Concern him to make Answer unto he this Defendant, Answereth and Saith that he Absolutely Denies to stand Indebted unto the said Complainant in the Sum of One Hundred and Seven Pagodas Eleven fanams and Fifty Cash, as is Unjustly Setforth and Stated by the Complainant in his said Bill of Complaint and in the Account Current thereunto Annexed — but Admits to be Indebted unto the said Complainant in the Sum of Ten Pagodas and Interest from the Month of August which was in the Year One Thousand Seven Hundred and Sixty Seven to the Day of filing the said Complainants Bill of Complaint in this Honble Court Payment whereof having been tendered by this Defendant both to the said Kistnadoſs Virjiedoſs and the said John Jane — This Defendant further Saith that in Order to Shew unto this Honble Court the Unjustness of the said Complainants Demand this Defendant begs the attention of this Honble Court to the Subsequent Narrative that some time in the Month of August in the said Year One Thousand Seven Hundred and Sixty Seven this Defendant Applied to One Kistnapah Moodelly the said Complainants Gomastah and Agreed with him for Two Hundred Sheathing Boards, at the Rate of Thirty Pagodas for every Hundred, and this Defendant being

being at that time Short of Cash he further Agreed to Paſs his Note in favor of the said Complainant for the said Sixty Pagodas and as the Amount Purchase of the said Two Hundred Sheathing Boards — this Defendant further Saith that a few days after he gave the said Note he Received one Hundred Sheathing Boards and no more and for which he Paid Twenty Pagodas in Part and at the Same time he endorsed on the Back of the said Note that Thirty Pagodas was Paid which was Intended as a Set off for the One Hundred Sheathing Boards that this Defendant had Not Received — and for the Twenty Pagodas that this Defendant had Paid as aforesaid he obtained a Receipt from the said Complainant — this Defendant further Saith that on Inspecting the Writing Now lodged in the Registry of this Honble Court as this Defendants Agreement it appears to be a forged Writing and this Defendant Says that the Name thereunto Set and Subscribed, is Not of his this Defendants Hand Writing nor Does there Appear any endorsement on the Back of the said Note — this Defendant farther Saith that After the said Pretended Writing was Transferred to the said John Jane and After this Defendant was Served with a Summons to appear he, this Defendant Made a Complaint to Anthony Sadlier Esqr. Representing how unjustly this Defendant was prosecuted in this Honble Court whereupon He, the said Anthony Sadlier Ordered a Talier to bring the said Kistnadoſs Virjiedoſs Before him who, in his Presence of the said Taliar asked this Defendant what was the Sum he Acknowledge to be Due to him the said Kistnadoſs Virjiedoſs and this Defendant said that he owed no More than Ten Pagodas and Interest upon which the said Kistnadoſs Virjiedoſs, in the Presence of the said Taliar Ordered one of his Servants to go to Vincatachellum a Dubash to Mr. Jones and to Desire him to Withdraw the said Suit upon this Defendant's Paying the said Sum of Ten

Pagodas and the Interest thereon and which Message the said Servant Delivered to the said Vencatachellum who seemed very Angry with the said Vistnadoss Viziadoss and bid the said Servant to go and this Defendant further saith that not trusting to the said Vencatachellum he afterwards went to the said John Jane who Desired this Defendant to rest himself satisfyed and that he would Withdraw the said Suit and this Deft. Trusting that the said Cause would be withdrawn on the following Court Day he rested himself satisfied but to this Defendant's great Surprize the said John Jane instead of Withdrawing the said Cause, did on Tuesday (the Day that the said Cause ought to have been Withdrawn) Make Oath to the Justness of his Demand Against this Defendant and in Consequence of which a Warrant of Arrest issued against this Defendant and he was Imprisoned in the Common Goal for Four Days and was afterwards Released upon giving Bail — this Defendant further saith that after he was Released he again went to the said John Jane and asked him the Reason why said Cause was not Withdrawn and why a Warrant of Arrest was taken out Against him after he, the said John Jane, had promised to Withdraw the said Suit to which Questions the said John Jane Answered that he had Desired the said Vencatachellum to Withdraw the said Suit but that Vencatachellum would not Suffer him to Withdraw it because he the said Vencatachellum was Affronted by this Defendant and would have him Suffer the Expences of a Law Suit —

All which Matters and things this Defendant is Ready and willing to Verify Maintain and Prove as this Hon.ble Court shall Direct and Humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained.

Dan.l Shaw

Atty. for the Deft.

Filed 1st December 1781

The General Rejoinder of Paumodaury
Tomboo Naick of Madraspatnam Inhabitant
Defendant to the Replication of Kistnadoſs
Virjedoſs by his Attorney John Jane of the
same place Inhabitant Complainant.

This Defendant Now and at all times hereafter Saving and Reserving to himself all Manner of Benefit and Advantage of Exception to the Incertainty and Insufficiency of the said Replication for Rejoinder Saith that this Defendant said Answer is true Certain and Sufficient in the Law to be Replied unto and Saith as in and by his said Answer he hath Already Said and doth and will aver and Maintain all and every thing and things therein to be true and Certain in such Manner as therein is Alledged and Expreſsed and this Defendant also Saith that the said Replication of the said Complainants is Incertain and Insufficient in the Law to be Rejoined unto by this Defendant for Divers Defects and Imperfection therein Contained and this Defendant again Denies to Stand Indebted unto the said Complainant in the Sum of One Hundred and Seven Pagodas Eleven Fanams and forty Cash as is Unjustly setforth and Stated in the said Complainants Bill of Complaint and also in his said Replication but this Defendant admits to Stand Indebted unto the said Complainant in the Sum of Ten Pagodas and Interest.

All Which matters and things this Defendant is Ready to Aver maintain and Prove in such Manner and Form as this Hon'ble Court shall Direct and therefore humbly Prays as before in his said Answer he hath Already Prayed.

Dan.l Shaw
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced, sworn and Examined in a certain Cause now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam, wherein Kistnah Vigjudy by his Attorney John Lane of Madras Inhabitant is the Complainant, and Ramdorry Tonbre Naick of the same place Inhabitant is the Defendant.

On the part and behalf of the abovenamed Complainant.

To all the Witnesses } 1. Do you know the Parties Complainant and Defendant, in the Title of these Interrogatories named, or either and which of them How long have you so known them or either or which of them Setforth the particulars at large According to the best of Your Knowledge Remembrance and belief and the Truth Declare—

To Vencatachellum 2. Do you know have you heard or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause, between the Complainant and Defendant in the Title of these Interrogatories Named? If yea Do you know have you heard and can you setforth whether the said Defendant stands indebted unto the said Complainant in any and what Sum or Sums of Money on a Bond? If yea was you present when such Bond was drawn out by the consent of the said Defendant by one Appoopillah, late Conicoply to the said Complainant and are you well Acquainted with the hand writing of the said Appoopillah? If yea Look upon the Deed or Writing now produced and shown to you at this the time of Your Examination purporting to be a Bond given and granted by the said Defendant to the said Complainant, Is such Bond or writing the same as was drawn out in Your presence by the said Appoopillah? And

was

was such Bond or writing, so Drawn out by the said Appoopillah signed and delivered by the said Defendant in Your presence And was such Bond or Writing so signed and delivered by the said Defendant signed and witnessed by one Kistnapah Moodelly in Your presence and are you well acquainted with the said hand writing of the said Kistnapah Moodelly and is the Name of the said Kistnapah Moodelly thereunto set and subscribed, of the proper hand Writing of the said Kistnapah Moodelly? setforth the particulars at large According to the best of Your Knowledge, remembrance and belief and the Truth Declare—

To Oppiah— 3. Do you know have you heard, or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause, between the Complainant and Defendant in the Title of these Interrogatories Named? If yea, do you know have you heard and can you setforth, whether the said Defendant stands indebted unto the said Complainant in any and what Sum or Sums of Money on a Bond? If yea, was such Bond drawn out in Your presence with the knowledge and by the consent of the said Defendant by one Appoopillah late Conicoply to the said Complainant, and are you well Acquainted with the hand Writing of the Appoopillah? If yea Look upon the Deed or Writing now produced and shown to you at this the time of Your Examination, purporting to be a Bond given and granted by the said Defendant to the said Complainant? Is such Bond Writing the same as was drawn out in Your presence by the said Appoopillah? and was such Bond or writing so drawn out by the said Appiepillah, signed and delivered by the said Defendant in Your presence? Are you well Acquainted with the hand Writing of the said Defendant and is the Name of the said Defendant so set and subscribed thereto of the proper hand writing of the said Defendant? and was such Bond or Writing so signed and deliver by the said Defendant, signed and Witnessed by one Kistnapah Moodelly in your presence? are you well acquainted with the hand writing of the said Kistnapah Moodelly, and is the Name of the said Kistnapah Moodelly so set and subscribed thereto of the proper hand Writing of the said Kistnapah Moodelly? and do you know and can you setforth whethe the said Appoopillah and the said Kistnapah Moodelliar both dead, and when and where they died? Setforth the particulars at large according to the best of your Knowledge, Remembrance and belief and the Truth Declare—

To all the Witnesses } 4.th Do you know of any other Matter or thing or have you heard or can you say any thing Touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainant in this Cause besides what you have been interrogated unto? If yea! Dec the same fully and at large as if you had been particularly interroga thereon.—

Thomas Jones
Atty: for Complt.

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

this Cadjan Deed was shewn to Vencatachellum and Appiah at the Respective times of their Exami before me on the Part of the Complainant in a Cause depending in the Hon.ble the Mayor's Co at Madraspatnam Wherein Kistnadoss Verjedoss by his Attorney John Jane of Madras Inhab is Complainant and Ramdossery Tomboo Naick of the same place Inhabitant Defendant on the 6th Day of March Anno Domini 1782.

Richd. Leighton
Examr.

Mayor's Court at Madraspatnam

Between Kistnadoss Verjedoss by his Attorney John Jane of Madras Inhabitant Complainant and Ramdossery Tomboo Naick of the same place Inhabitant Defendant—

On the Part of the Complainant

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

Vencatachellum of Madras Conicoplie Aged 34 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 6.th Day of March 1782. Sworn and Examined Deposeth as followeth—.

1.st .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Kistnadoss Verjedoss in this Cause, and that he hath so known him fifteen Years or thereabouts— and that he doth know the Defendant Ramodossery Tomboo Naick in this Cause, and that he hath so known him the same time— and more saith not to this Interrogatory.—

2.d .... To the Second Interrogatory this Deponent saith, that he doth know of the Matter or thing touching or relating to the Matters in Question in this Cause between the Complainant and the Defendant in the Title of these Interrogatories named, and this Defendant saith he doth know that the said Defendant stands indebted unto the said Complainant the Sum of Sixty Pagodas on a Bond, and he was present when such Bond was drawn out by the Consent of the said Defendant by one Appoopillah, late Conicoplie to the said Complainant and he is well Acquainted with the hand writing of the said Appoopillah and this Defendant saith on producing and shewing to him at this the time of his

Examination the Cadjan Deed or writing purporting to be a Bond given and granted by the said Defendant to the said Complainant that said Bond or Writing is the said Bond which was drawn out in his Presence by the said Appoopillah and such Bond or writing so drawn out by the said Appoopillah was signed and delivered by the said Defendant to the Complainant in this Defendant's presence and said Bond or writing was so signed and Delivered by the said Defendant to the Complainant and Witnessed by one Ristnapah Moodilly in his presence, and he is well acquainted with the hand writing of the said Ristnapah Moodilly and the Name of the said Ristnapah Moodilly thereunto set and subscribed is of the proper hand writing of the said Ristnapah Moodilly — and more saith not to this or the last Interrogatory.

Richd Dighton
Examr

Mayor's Court at
Madraspatnam

Between Kistnadoss Virjedoss by his Attorney John Sane of Madras Inhabitant Complainant and Paumodoury Tomboo Naick of the same place Inhabitant Defendant —

On the Part of the Complainant

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

Oppiah of Madras Braminy Aged 40 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Complainant was on the 6th Day of March 1782 Sworn and Examined Deposeth as followeth —

1.

1. .... To the first Interrogatory this Deponent saith, that he doth know the Complainant Ristnadoss Virjedoss in this Cause, and that he hath so known him thirty Years or thereabouts — and that he doth know the Defendant Paumodosury Tomboo Naick in this Cause and that he hath so known him twenty Years or thereabouts — and more saith not to this Interrogatory. —

3. .... To the third Interrogatory this Deponent saith, he doth know of the Matter or thing touching or relating to the Matters in Question in this Cause between the Complainant and the Defendant in the Title of these Interrogatories named, and this Deponent saith he doth know that the said Defendant stands indebted unto the said Complainant the Sum of Sixty Pagodas on a Bond, and this Deponent saith such Bond was drawn out in his presence with the Knowledge and by the Consent of the said Defendant by one Appoopillah late Conicoplie to the said Complainant and he is well acquainted with the hand writing of the said Appoopillah — and this Deponent saith on producing and shewing to him at this the time of his Examination the Cadjan Deed or writing purporting to be a Bond given and granted by the said Defendant to the said Complainant that said Bond or writing is the said Bond which was drawn out in his presence by the said Appoopillah and such Bond or writing so drawn out by the said Appoopillah was signed and delivered by the said Defendant to the Complainant in this Deponents presence and he is well acquainted with the hand writing of the said Defendant and the Name of the said Defendant so set and subscribed thereto is of the proper hand writing of the said Defendant and such Bond or writing so signed and delivered by the said Defendant was Witnessed by one Ristnapah Moodilly in his presence and

he is well acquainted with the hand writing of the said Kistnapah Moodelly and the Name of the said Kistnapah Moodelly so set and subscribed thereto is of the Proper hand writing of the said Kistnapah Moodelly, and he doth know that the said Appoopillah and the said Kistnapah Moodelly are both Dead and the said Appoopillah died at Madras five or Six Years past and Kistnapah Moodelly also died at Madras two or three Years past, and this Deponent saith the Defendant bought the Cloth of the Complt. and granted the said Bond in Consequence and more saith not to this or the last Interrogatory

Richd. Leighton
Examr.

filed 23. April 1782

In the Honble the Mayor's
Court at Madraspatnam

Between Kistnadoss Vorjedoss by his Attorney
John Isaac Complainant
vers.
Caumodusary Tomboo Naick Defendant

The Affidavit of Thomas Jones one of the Serjeants of this Honble Court.

This Deponent Maketh Oath and saith that on the first day of this Instant April he this Deponent served the abovenamed Defendant with a Rule issuing out of this Honble Court, purporting that the above Cause would come on to be heard in this Honble Court on Tuesday the Twenty third day of this Instant April by delivering to the said Defendant the said Rule.

Sworn to in Court this
23. April 1782
Chas. Bromley
Depy. Regr.

Thomas Jones
Court Serjeant

Thomas Jones
Atty. for Complt.

Mayor's Court at
Madraspatnam

Tuesday the 30th. day of April
Anno Domini 1782.

Present
Edward Garrow Esquire Mayor
Thomas Cooper and Hugh Maxwell
Aldermen

Between Kistnadoss Vorjedoss by his
attorney John Isaac of Madras Inhabitant
Complainant and Caumoodosary Tomboo
Naick of the same place Inhabitant Deft.

This Cause Coming on to be Heard and Debated this day in the presence of the Attorney for the Complainant (the Attorney for the Deft. having declined acting) on Reading the Affidavit of Thomas Jones of Service of Notice of hearing, the Complainants Bill with Copies of an Account Current Promissory Note of Hand and an Assignment Annexed the Affidavit of the Complainant, the Amended Answer the General Replication the General Rejoinder the Interrogatories & Depositions on the part of the Complainant with a Cadjan Exhibit annexed On Hearing the Pleadings Made use of by the Attorney for the Complainant This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full & Just Sum of One Hundred and Seven Pagodas Eleven fanams and Fifty Cash (Pags. 107. 11. 50.) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made and it is further Ordered and Decreed that the Defendant be Taxed with Treble Costs of Suit.

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