25,000—4-5-32.

Block 7

Rack No.

Shelf No.

Serial No. 59

General No.

Filed the 18th January 1791.

To the Honble the Mayors Court at Madraspatnam

Between Shallavahum Sevvengada Pillai Son and Heir as also Administrator of Shallavahum Veerapermall Pillah deceased Complainant and Cauchum Singanah Chetty Defendant.

The Humble Petition of Cauchum Singana Chetty the Defendant above Named—

Sheweth

That Your Petitioner is Served with a Summons issuing out of this Hönble Court to appear to and answer the Plaintiffs Bill but being very poor as by Affidavit appears is by reason of such his extreme poverty unable to make his defence thereto if not permitted to defend in forma Pauperis—

Your Petitioner therefore most Humbly prays this Hönble Court to admit him to defend this Suit in forma Pauperis and to Assign him for his Attorney Mr. Jonh White

And Your Petitioner will Ever Pray.

Filed the 18th Janry 1791

In the Honble the Mayor's Court at Madraspatnam

Between Shallavukum Iravengada Pillah Son and Heir as also Administrator of Shallavakum Veeraperumal Pillah Deceasd Complainant and Paukum Singanah Chitty Defendant—

Paukum Singana Chitty of Madraspatnam the Defendant &c above named Maketh Oath that he is not worth the Sum of Twelve and an half Star Pagodas in all the World his just debts being first paid and his wearing Apparel only excepted &c.

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

Ranganaudom
Interpreter

[illegible]

[illegible]

[illegible]

Sworn to in Court
this 18th January 1791
G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of January Anno Domini 1791.

Present
Josias Du Pre Porcher Esqre Mayor
Andrew Ross and James Daly
Aldermen

Shallavaukam Iravengadah Pillah Son and Heir and also Administrator of Shallavukam Veeraperumall Pillah Deceased
vers.
Paukum Singana Chitty

Petition of the Defendant with an Affidavit sworn to in Court Read and filed this day praying that he may be permitted to Defend this Suit in Formâ Pauperis— Ordered that the Defendant be permitted to Defend this Suit in &c Formâ Pauperis Mr. John White appears as Attorney for the Defendant— The Attorney for the Complainant prays that the Defendant may be held to Bail upon his Client making Oath to the Justness of his Demand— Ordered accordingly.

A True Extract

Filed the 29th Octr 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Andrews of Madras Merchant, That Charles Darke of the same place Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of One Hundred and Eighty Six Star Pagodas and Six Fanams Current money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seventy four Pounds and Nine Shillings

Shillings or thereabouth as will more fully and at Large appear by Copies of a Promissary Note and a Bill of particulars togither with an Account Current hereunto Annexed for the inspection of this Honble Court. and to which Your Orator humbly prays a Reference may be had, and that they may be taken as part and Parcel of this Your Orator's Bill of Complaint the Originals whereof are Ready to be produced when Required, and Your Orator further Sheweth unto this Honble Court that he has frequently and in an Amicable and friendly Manner Requested payment from the Said Charles Darke of the Said Sum of One Hundred and Eighty Six Star Pagodas and six fanams. &c.

But now so it is May it Please this Honble Court the Said Charles Darke Obstinately and willfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premisses and Your Orator therefore prays a General Relief such as to this Honble Court Shall appear agreable to Equity and Good Conscience To the End therefore that the Said 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 alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated, that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Eighty Six Star Pagodes, and Six 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 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 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.

G. Chalmer
Atty. for Complt.

Fort Saint George
This 27th day of Octr. 1790.
This Bill was shewn to me between the days of Easter Term Last a Summons issue returnable next Court Day?
Jas. Call
Mayr

Madras the 1st January 1789. On Demand I Promise to pay to Mr. John Andrews or his Order One Hundred and thirty six Pagodas and 33 fanams with Interest from the date hereof for value Received.

Chas. Darke

Pags 136.33.

True Copy.
G. Chalmer
Atty. for Complt

Charles Darke Esqre Bought of Jno Andrews.

1790.			Pr	f. c.
April 19th	To 1/2 Dozen of Old Madeira and Bask.		6	2 0
27th	To 1/2 Dozen of	do.	6	2 0
	1 Bottle of Porter }		0	17 0
	1 do. of ale }			
28th	To 3 Dozen of Porter Basket & Straw		6	4 0
		Star Pagodas	18	25 0

Fort Saint George
May 1st 1790.

Errors Excepted
Jno Andrews

Rect 1844

True Copy.
G. Chalmer
Atty. for Complt.

Dr. Mr. Charles Darke in Account Current with John Andrews Cr.

1790 Dec. 11th	To the Amount of your Promissory Note bearing date		136. 33. -	1790 Oct. 27th	By Balance due this Day
Dec. 11th	To Ditto the Amount of a Bill of Particulars		18. 25. -		
May 1st	To Ditto the Amount of a Bill of Particulars		153. 13. -		
Oct. 27th	To Interest on the above sums to this Day at 12 ℘ Cent				
	To Ditto				
	On Rupees 136. 33.	1 yr. 2 M.	24. 25. -		
	On 4.	18. 25.	1. 3. -		
			30. 28. -		
			Pagodas 136. 6. -		

Fort Saint George
the 27th October 1790
Errors Excepted
Jno. Andrews

True Copy
G. Chalmer
Attg. for Compt.

Filed the 11th Decr. 1790

In the Hon^ble the Mayors Court at Madraspatnam

Between John Andrews of Madras Merchant Complainant and Charles Darke of the same place Inhabitant Defendant

G. Chalmer
Attg. for Compt.

The Affidavit of John Andrews the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant Stands justly and truely indebted unto him in the full and just Sum of One Hundred and Eighty Six Star Pagodas and Six Fanams, Current Money of Madras, as will more fully Appear by Copies of a Promissory Note and a Bill of Particulars together with an Account Current Annexed to this Deponents Bill of Complaint filed on the Twenty Ninth day of October Last in this Hon^ble Court

Jno. Andrews

Sworn to before me
In Fort Saint George this
11th day of December 1790

Ja^s Call
Mayor

8

Mayor's Court at Madraspatnam } { Tuesday the 18th Day of January Anno Domini 1791.

L. S.

Present

Josias Dupre Porcher Esqr. Mayor
Andrew Ross and James Daly Esqrs.
Aldermen

Mayor's Court

Between John Andrews of Madras Merchant Complainant and Charles Darke 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 Eighty six Star Pagodas and six fanams Star Pagodas 186..6..../ 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

Our

9

Filed 24th Decr. 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Reddypolliam Venkataramoo Naicker of Madras Inhabitant that Maunecca Caumautchy Amall of the same place Widow having Occasion to Borrow the Sum of One Hundred and fifty Star Pagodas Applied to Your Orator to lend and Advance her the same which Your Orator Accordingly did to secure the repayment whereof with Interest after the rate of Twelve per Cent per Annum the Said Maunecca Caumautchy Ammall did execute unto Your Orator a certain Mortgage Bond or written Instrument bearing date the fifth day of June which was in the Year of our Lord One Thousand Seven Hundred and Eighty Nine whereby she the Said Maunecca Caumautchy Amall did Acknowledge to have borrowed and received from Your Orator the Said Sum of One Hundred and fifty Star Pagodas which sum of One Hundred and fifty Star Pagodas she the Said Maunica Caumautchy Ammall did thereby engage to Repay Your Orator together with the interest thereof when the same should be demanded in default whereof she the Said Maunica Caumautchy Amall did by the Said Mortgage Bond or written instrument Authorize and empower Your Orator to sue her for Recovery thereof in this Honble Court as by the Said Mortgage Bond or Cadjan writing duly executed by her the Said Maunica Caumautchy Amall bearing date as aforesaid and ready to be produced and proved to this Honble Court relation being thereunto had it doth and may more at large Appear and Your Orator hath for the further Information of this Honble Court herein Annexed to this his Bill of Complaint a true and Faithful Translation of the Said Mortgage Bond or Cadjan writing which he prays may be taken as part hereof and to which he humbly Craves leave to refer Your Orator further sheweth unto this Honble Court that the Said Maunecca Caumautchy Amall now is and standeth justly and truly indebted unto your Orator for Principal Monies and Interest upon the foot of the Said Mortgage Bond in the sum of One Hundred and Seventy Eight 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 Seventy one Pounds and four Shillings or thereabouts and Your Orator

Sheweth

Herewith unto this Honble Court that he hath frequently and in an Amicable Manner applied to her the Said Mauneca Caumautchy Ammall to pay off and Discharge the Said Sum of One Hundred and Twenty Eight Star Pagodas—

But now so it is May it please this Honble Court that the Said Mauneca Caumautchy Ammall to injure and distress Your Orator in his behalf Obstinately and wilfully Refuses to pay Your Orator the Said Sum of One Hundred and Twenty Eight Star Pagodas or to make Your Orator any Manner of Satisfaction touching the Premises To the End therefore that the said Mauneca Caumautchy Ammall May upon her Oath full true direct and perfect Answer Make to all and Singular the Matters and things aforesaid as fully truly and Effectually to all Intents and purposes as if the same were hereagain Repeated and particularly & Interrogated and that she the Said Mauneca Caumautchy Ammall may forthwith pay unto Your Orator the aforesaid Sum of One Hundred and Twenty Eight Star Pagodas with all such Interest as shall hereafter become due thereon together with all Costs and Expences which Your Orator shall sustain and be put to in recovering the same or in default thereof that the Mortgaged Premises mentioned and set forth in the Said Mortgage Bond or Cadjan writing may be sold under the Decree of this Honble Court in Satisfaction of Your Orators Said demand and that Your Orator may be further and otherwise relieved in the Premises According to Equity and good Conscience and as the Nature of his Cause shall Require—

May it Please this Honble Court to Cause the said Mauneca Caumautchy Ammall 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.

John White Attorney for the Complainant

Fort Saint George 24th Decr. 1789.

This Bill was shewn to me in the days of Government let a Summons issue returnable the 13th January Next— Jos. Dupré Porcher Mayor.

Translation of a Mortgage Bond Dated 25th Vysaucy of Fourmiah Year Answering to Anno Domini 5th June 1789

I Mauneca Caumautchy Ammall of Madras do give this Mortgage Bond to Reddypollium Venkataramma Maicher of the same place that is to say

In Consequence of my Urgent Occasion I have Mortgaged to You the Choultry Bill of Sale of the House (in the name of my husband Iremaly Naicher) situated at Coschily cady street East to the House of Cotoory Coochy Chetty and west to the House of Dalavoy Samoodra Moodelliar and borrowed and received of You the sum of f/150/ One Hundred and fifty Star Pagodas Current Money of Madras which sum I do hereby engage to repay You on demand with all such Interest as shall or may become due thereon at the rate of 12. f/Cent f/Annum Commencing from this Month In default of which You are hereby empowered to recover by Prosecuting me in the Honble the Mayors Court I have given You this Mortgage Bond with my free will and Consent Witness Aulambavy Condapa Moodelliar and Canjeepooram Poonchedy Moodelliar by their knowledge this Mortgage Bond was drawn by Patchcapan—

Witness
Marked Condapan
Signed Poonchedy.

Marked Caumautchy ammall

A true translation as near as can be from the Malabar Language— Ranganaudom Interpreter

A true Copy.
John White Attorney for the Complainant.

Mayors Court at Madraspatnam } { Tuesday the 18th Day of January Anno Domini 1791.

L. S.

Present

Josias Du Pre Porcher Esqre Mayor
James Call
James Daly
Andrew Ross and
Aldermen

Mayors Court

Between Reddypolliam Vencata-ramoo Naicker of Madras Inhabitant Complainant and Maunica Camaulchy Annall of the same place Widow 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 Seventy Eight Star Pagodas 178..... 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

By Court

Filed 5th Decr 1791

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Godamoo Spain Native of Madras Inhabitant That Pakeer Saib also of the same Place Inhabitant stands justly and Truely indebted unto Your Orator in the full and just Sum of One Hundred and Eighty Eight Star 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 Seventy five Pounds and nine Shillings or thereabouts as will more fully and at Large Appear by the Copies of Translation of a Mortgage Bond and an Account Current 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 of which are in Your Orators Attorneys Possession and Ready to be Produced whenever this Honble Court shall Require And Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Pakeer Saib of the said Sum of One Hundred and Eighty Eight Star Pagodas and Thirty two fanams &

But now so it is May it Please this Honble Court the said Paukeer Saib 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 Paukeer Saib 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 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 One Hundred and Eighty Eight Star Pagodas and Thirty two fanams with all such Interest as 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 Paheer Saib 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 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 Honble Court shall seem Meet.

G: Chalmer
Atty: for Complt:

Fort Saint George 5th Decr: 1789.
This Bill was shown to me in the Days of Adjournment Let a Summons Issue and Returnable Next Court Day.
Wm Webb
Mayor.

Translation of a Mortgage Bond Dated 5th Maurgaly of Plavanga Year Answering to & Anno Domini 15th Decmr 1787.

Paheer Saib son of Abboobaker Maistry of Madras do give this Mortgage Bond to Godamoosain Saib Son of Duvadjie Maistry of Moor East of the same Place that is to Say &

In Consquence of my urgent Occasion I have this Day Mortgaged to You One Choultry Paper bill of Sale and one Paper Bill of Sale of my House and Ground /in all two/ Situated at Mootal Pittah in Calaf Street in East line South to Vobacaull and to the House of my Father Abboobaker Maistry and North to my House and borrowed & and Received of You the Sum of 153. One Hundred and fifty Star Pagodas Current & Money of Madras which Sum I do hereby engage to Repay You on or before the 30. Chittra or 10. May next with all such Interest as shall or may become due thereon at the rate of 12 ℘ Cent ℘ Annum Indefault of which you are hereby empowered to recover it by & Prosecuting me in the Mayor's Court Thus I Paheer Saib have given this Mortgage Bond to Godamoosain Saib with my free will and Consent Witnesses Coota Nasuradis -muala and Sarigavaley Thauthia Saib by their Knowledge this Bond was Drawn by Cedambram—

(Signed) Paheer Saib
Boda Saib

Witnesses Signed
Cootarkaura Nimmodos
Thauthia Saib—

The above Signature is Sworn to be a true Translate from the Original Persian by Baday Saib this 28th Nov: 1789
Wm Webb
Mayor &.

A true Copy.
G: Chalmer
Atty: for Complt.

A true Translation as near as can be from the Malabar Language—
Ranganaigdom
Interp.

Dr. Robert Gaillon in Account Current with Godamoosain Saib Cr.

1787 Decr.	15th	To the Amount of your Mortgage Bond bearing Date this Day	153..	
1789 Novr.	25th	To Interest on Do. to this Day at 1 ℘ M. ℘ M. $10. Days @ 12 ℘ Cent ℘ Annum	35..32..	
			188.32..	
		By Balance Rec.d		188.32..
			Pagodas	

Fort Saint George 25th Novr 1789.
Errors Excepted
Robert Gaillon

A true Copy
G: Chalmer
Atty: for Complt.

Filed the 16th June 1790.

In the Honble the Mayor's Court at Madraspatnam

Between Goolamoosain Saib of Madras Inhabitant Complainant and Pakeer Saib also of the same Place Inhabitant Defendant

The Affidavit of the above Named Complainant.

This Deponent Maketh Oath and Saith that the above Named Defendant stands justly and Truly Indebted unto this Deponent in the full and just Sum of One Hundred and Eighty Eight Star Pagodas and thirty two Fanams Current Money of Madras being the amount of a Certain Mortgage Bond or Obligation and an account Current annexed to this Deponents Bill of Complaint and this Deponent further Maketh Oath and saith that the Defendant has been within the Jurisdiction of this Honble Court since the Cause of Action Arose

Signed Goolamoosain Saib

A True Translation as near as can be from the Malabar Language Ranganaudom Interpr.

[Tamil script]

Sworn to before me this 16th June 1790 Vin.t Corbett Mayor

G. Chalmers Clerk for Complt.

Mayor's Court at Madraspatnam

Tuesday the 18th Day of January Anno Domini 1791

L. S.

Present

Josias DuPré Porcher Esqre Mayor
James Call — Andrew Ross and
James Daly — Aldermen

Mayor's Court

Between Goolamoosain Saib of Madraspatnam Inhabitant Complt. and Pakeer Saib 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 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 One Hundred and Eighty Eight Star Pagodas and thirty two fanams Star Pagodas 188.. 32.. /. 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.

By Court

Filed the 17th October 1794

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sinecarapooram Soobaroyloo Chitty of Madras Dubash That George Thompson of Nagapatam Gentleman in the Civil Service of the United Company of Merchants of England Trading to the East Indies Stands justly and truly indebted unto Your Orator in the full and just Sum of Two Hundred and thirty four Star Pagodas and forty one 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 three Pounds and Nineteen Shillings or thereabouts as will more fully and at large Appear in and by an Account Current hereunto Annexed and by the Bond of the Said George Thompson duly executed and by his the said George Thompsons Note of Hand now in the Possession of Your Orators Attorney at Law and ready to be produced whenever this Honble Court shall Require the same and Your Orator hath for the further information of this Honble Court herein annexed to this his Bill of Complaint a true and faithful Copy of the Said Bond and also a Copy of the said Note of hand which he prays may be taken as part of this his Bill of Complaint and Your Orator further sheweth unto this Honble Court that he hath frequently in a friendly and Amicable Manner applied to and Requested Payment from the Said George Thompson of the Said Sum of Two Hundred and thirty four Star Pagodas and forty one fanams—

But now so it is May it Please this Honble Court that the Said George Thompson to injure and distress Your Orator in this behalf hath not yet Paid Your Orator the Said Sum of Two Hundred and thirty four Star Pagodas and forty one fanams or any part thereof but hath hitherto altogether refused and still doth refuse to pay him the same or to make Your Orator any manner of Satisfaction in the Premises To the End therefore that the said George

George Thompson May upon his Corporal Oath full true perfect and direct Answer Make to all and Singular the Matters and Charges aforesaid and that as truely fully and effectually to all intents and purposes as if the same were herein again Repeated and he thereunto particularly interrogated and that the Said George Thompson may be Decreed by this Honble Court to pay unto Your Orator the aforesaid Sum of Two Hundred and thirty four Star Pagodas and Forty one fanams so accrued and owing to Your Orator in Manner aforesaid together with all such Costs and Expences as Your Orator shall sustain and be put to in the Recovery thereof and that Your Orator may be further and otherwise relieved in the Premises according to Equity and good Conscience and as the Nature of his Case may Require—

May it Please this Honble Court to Cause the Said George Thompson 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 personed 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.

John White Attorney for the Complainant.

Fort Saint George 17th October 1794

This Bill was shewn to me in the Mayors Adjournment Let a Summons issue returnable Next Court Day

Ja.s Call

Senr. Alderman

Knowall Men by these Presents that I George Thompson of Fort Saint George Esquire am held and firmly bound unto Sincarapoorum Soobarroyloo Chitty of Madras &c in the Penal Sum of Two Hundred Pagodas Current Money of Madras to the payment of well and truely to be made to the said Sancarapoorum Soobarroyloo 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 aforesaid this Fourth day of September in the Year of our Lord One Thousand Seven Hundred and Eighty two.—

Whereas the above bound George Thompson hath borrowed and received of the above Named Sancarapoorum Soobarroyloo Chitty the full and just Sum of One Hundred Pagodas to run at Interest at the rate of Twelve per Cent per Annum and payable on Demand.

Now the Condition of this Obligation is such that if the above bound George Thompson his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the above Named Sancarapoorum Soobarroyloo Chitty his Heirs Executors Administrators or Assigns the full and just Sum of One Hundred Pagodas Current Money of Madras 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

Signed Sealed and Delivered where my Stamp't is to be had in the presence of . . . . . }

Geo: Thompson L:S:

J. Gospaul Bramineg.

Pagoda 0 0 — 85 Cash 0 0 — 80 2 0

A true Copy.
John White attorney
for the Complainant.

I Promise to pay to Soubaroyloo his Order the Sum of 20 Star Pagodas on Demand for value received of him—

22d Octo 1782.

George Thompson

A true Copy.
John White Attorney
for the Complainants.

Dr ..... Mr George Thompson on Account Current with Sincarapoorum Soobarroyloo Chitty ..... Cr

1782 Sept. 4	To the Amount of your Bond				100..	
1782 Octr. 22	To the Amount of your Note of Hand				20..	
	Interest on the above Sums from the respective Dates to this Day @ 12 p.Cent p.Annum				120..	
	On Pags. 100..	1	8	96..		
	20..	1	10	18.. 44..		
					114.. 44..	
				Pagodas	234.. 44..	

Pagodas 234.. 44..

A true Copy.
John White attorney
for the Complainant.

Fort Saint George 4th Septr 1790.
Signed &c. for Soobarroyloo.
Evans Esqr

Mayor's Court at Madraspatnam

Tuesday the 25th Day of January Anno Domini 1791

L S

Present

Josias Du Pre Porcher Esqre Mayor
William Webb — Andrew Ross and
Benjamin Roebuck — Aldermen

Mayor's Court

Between Sincaraipooram Sooboroyloo Chitty of Madras Dubash Complainant and George Thompson of Negapatam Gentleman in the Civil Service of the Honble the United Company 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 Thirty four Star Pagodas and forty one fanams Star Pagodas 234 41 ... 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

Your

Filed the 26th April 1791

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator William Lewcock of Madras Inhabitant that Gopaulduss Govindoss of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Eighty Nine Pagodas and 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 Thirty five Pounds Thirteen Shillings and Seven Pence or thereabouts as will more fully and at large Appear by the Copy of a Bond hereunto Annexed for the Inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original whereof is in Your Orator's Possession and ready to be produced when required — And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Gopaulduss Govindoss of the said Sum of Eighty Nine Pagodas and Nine fanams Current Money of Madras —

But now so it is May it Please this Honble Court the said Gopaulduss Govindoss 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 Gopaulduss Govindoss 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 Eighty Nine Pagodas and Nine fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May

May it Please this Hoble to Cause the said Gopaulboss Govindoss 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 Hoble Court at a Certain time and place to be by this Hoble 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 Hoble Court shall seem Meet

This 26th day of April 1790.
This Bill was shewn to me between the days of Adjournment Let a Summons &c issue returnable next Court Day. Vinc. Corbett Mayor.

J. Stuart Hall
Atty. for Compt.

Know all Men by these Presents that I Gopaulboss Govindoss of Madras am held and firmly bound unto William Lewcock of the same place in the Penal Sum of One Hundred and Twenty eight Pagodas and eighteen fanams to the Payment whereof well and truly to be made to the said William Lewcock 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 26th day of May in the Year One Thousand Seven Hundred and Eighty Nine—

Whereas the above bound Gopaulboss Govindoss borrowed and received of the above Named William Lewcock the full and just Sum of Eighty Nine Pagodas and Nine fanams to run at interest at the rate of Twelve /12/ per Cent per annum payable in four Months from this Day—

Now the Condition of this Obligation is such that if the above bound Gopaulboss Govindoss his Heirs Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the Said William Lewcock his heirs Executors, Administrators or Assigns, the full and just Sum of Eighty Nine Pagodas and Nine fanams 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—

Signed Sealed and Delivered
where no Stamp'd Paper is to be had
in the Presence of
/Signed/
Chenglevy

/Signed/

A true Copy.
J. Stuart Hall
Atty. for Compt.

Mayor's Court at Madraspatnam

Tuesday the 25th Day of January Anno Domini 1791—

L. S.

Present
Josias DuPré Porcher Esqre Mayor
William Webb — Andrew Ross and
Benjamin Roebuck — Aldermen

Between William Lewcock of Madras Inhabitant Complainant and Gopaulboss Govindoss of the same place Inhabitant Defendant—

/Mayor's Court/

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 Eighty Nine Pagodas and Nine fanams /Pagodas 89 .. fs .. /) 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—

/Cur

Filed the 25th Janry 1794

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of January Anno Domini 1794.—

Present

Josias Dudre Porcher Esqre Mayor

James Call— Andrew Ross and

James Daly— Aldermen

Vydenadapillah

vers.

Poonnapah Moodelliar—

Mr. James Stuart Hall the Attorney for the Defendant prays leave to decline acting his Client not having furnished him with either Money or Instructions— Ordered Accordingly— unless Cause be shown to the Contrary by Next Court Day and it is further Ordered that the Attorney do serve his Client with a Copy of this Minute of which Service Affidavit is to be Made.— A True Extract

G. Taylor Regr.

In the Honble the Mayors Court at Madraspatnam

Between Vydenada Pillah of Madras Inhabitant Complainant and Poonnapah Moodelliar of the same place Inhabitant Defendant

The affidavit of John Leaven One of the Sergeants of this Honble Court.—

His Deponent Maketh Oath and Saith that he did on the twenty first day of this present Instant of January serve the above Named Poonnapah Moodelliar the Defendant with a Copy of the within Extract by leaving the same at his own House—

John Leaven

Sworn to in Court this 25th day of January 1794.

G. Taylor Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of January Anno Domini 1794.—

Present

Josias Dudre Porcher Esqre Mayor

William Webb Andrew Ross and

Benjamin Roebuck— Aldermen

Vydenadapillah

vers

Poonnapah Moodelliar.

Affidavit of John Leaven of Service of Notice upon the Defendant of this Attorney having Prayed leave to decline acting Sworn to in Court Read and filed this day Ordered that Mr. James Stuart Hall be permitted to decline acting— Mr. Stephen Popham Attorney for the Complainant prays that the Defendant may by Next Court Day appoint another Attorney to act for him in the Room of Mr. James Stuart Hall who has had leave to decline Acting— Ordered Accordingly &c.

A True Extract.

Filed 25th January 1794.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of January Anno Domini 1794.—

Present

Josias Dudre Porcher Esqre Mayor

James Call— Andrew Ross and

James Daly— Aldermen

Vellyaamah Administratrix of Tondavaygen Deceased

vers

Arroonachelluon.

Mr. James Stuart Hall the Attorney for the Defendant prays leave to Decline Acting his Client not having furnished him with either Money or Instructions— Ordered Accordingly — unless Cause be shown to the Contrary by Next Court Day and it is further Ordered that the Attorney to serve his Client with a Copy of this Minute of which Service Affidavit is to be made. &c.

A True Extract

G. Taylor Regr.

In the Honble the Mayors Court at Madraspatnam.

Between Vellyamah Administratrix of Tombavroyen Deceased of Madras Inhabitant Complainant and Aroonachellum of the same place Inhabitant Defendant—

The Affidavit of John Seaven One of the Serjeants of this Honble Court.

This Deponent Maketh Oath and Saith that he did on the twenty fourth day of this present Instant of January serve the above Named Aroonachellum the Defendant with a Copy of the within Extract by leaving the same at his dwelling House—

John Seaven.

Sworn to in Court
this 25th Day of Janry 1791—
G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of January Anno Domini 1791—

Present
Josias Dupre Porcher Esqre Mayor
William Webb— Andrew Ross— and
Benjamin Roebuck— Aldermen

Vellyamah
wife of
Aroonachellum—

Affidavit of John Seaven of Service of Notice upon the Defendant of his Attorney having Prayed Leave to decline Acting Sworn to in Court Read and filed this Day Ordered that Mr. James Stewart Hall be permitted to decline Acting— The Attorney for the Complainant prays that the Defendant may by Next Court Day appoint another Attorney to Act for him in the Room of Mr. James Stewart Hall who has had Leave to decline Acting and in default thereof that Issue may Join in this Cause— Ordered Accordingly—

A True Extract

Filed the 20th December 1790.

To the Honble the Mayors Court at Madraspatnam

Between Daddy Nasservanjee by his attornies William Balfour John Spalding and Oliver Colt— Complainant and Richard Legge Willes Defendant—

The Humble Petition of the above Named Richard Legge Willes—

Sheweth That Whereas Your Petitioner did on the Seventh Day of December directed his Attorney to move this Honble Court that the Warrant of Arrest which has been issued against Your Petitioner might be Suspended and that Your Petitioner might be allowed to file Common Bail which Motion having been overruled Your Petitioner thinks himself greatly aggrieved thereby and therefore implores the aid and assistance of this Honble Court for the following Reasons—

Because it does not appear from the face of the Bill of Complaint and the Exhibits thereunto Annexed whereby the Cause of Action is fully explained that Your Petitioner ought from the Complainants own showing to be held to special Bail—

Because it hath been the Practice of this Court in similar Cause without entering into the Merits of the Cause to have Reference to the Proceedings so that the Court might be enabled to judge from the nature of the Circumstances as stated by the Complainant whether the Defendant ought to be held to special Bail as in the Cause of Anna Sawmy by Charles Darke vice Congator Chingleroy when the Court determined Notwithstanding there was a positive Oath made to the Debt that the Defendant should only be held to Common Bail—

Because the Law directs that no Man should be held to special Bail unless positive Oath be made to the Justness of the Debt whereas Your Petitioner is advised the Affidavit which has been filed by the Attorney of the Complainant is irregular and not sufficient to hold your Petitioner to special Bail for it has not been

been usual in all Causes from one Jurisdiction to another that the Complainant verifies his Debt before the Mayor of the place where he resides, which is certified by the Citys Seal and transmitted with the Power of Attorney under the like Proof of Authenticity to the Place of Residence of the Defendant, whereas in the present Case there does not appear any Oath of Daddy Nafsavanjee to his Right of Action against Your Petitioner—

Because in the Courts of Common Law in England it is the Practice for Warrants of Arrest to issue in the first Instance upon Oath being made to the Justness of the Debt whereby the Courts are uninformed of the Grounds upon which such Oaths are founded whereas according to the Practice of this Court, the Circumstances are immediately before them, and if they are not sufficient in themselves any Affidavit founded upon them must fall to the Ground

Because at the time Bail was prayed for upon Oath being made to the Debt, the Bill of Exchange upon which the Action is founded were not before the Court and Your Petitioner conceived that such Bills had been regularly endorsed over to the Complainant which does not appear to be the Case—

Because altho a Warrant of Arrest was taken out Against Your Petitioner so long ago as the Months of April or May last yet the same was never delivered into the hands of the Sheriff matters being under Accommodation as shewn by the Attorney for the Complainant on the Minutes of Court on the 16th Day of November your Petitioner therefore Conceives he is in good time to oppose the first Warrant—

Because as Your Petitioner obeyed the Process of this Court by entering his appearance by his Attorney Mr. Peter Walker before such Warrant of Arrest was issued Your Petitioner Conceives he is now regularly before the Court and Cannot be Considered as Standing in Contempt thereof—

Because as the Taking of Bail is the Act of the Court they have ever guarded against Subjecting a Defendant to be held to oppressive Bail

That Your Petitioner is advised as the Right of Property of the Bills of Exchange upon which the present Action is founded is still vested in the Person to whom

whom the Bills are payable as Trustees for to whom the Property belongs, they having done no Act by Indorsement or otherwise to invalidate the same Consequently the Right of Action is also vested in them upon the second or third Bills of Exchange so that upon Your Petitioners going to Europe he may be prosecuted thereon and be Compelled to put in special Bail which by holding him to Bail in both Courts would be oppressive in the highest Degree—

That Your Petitioner is advised as Bills of Exchange are not negotiable but by Endorsement and were he Your Petitioner to Pay the Amount unto the Complainant he would be Compelled to Pay the same over Again because as the Property is vested solely in them to whom the Bills are Payable the Complainant Cannot Acquit or discharge the said Bills they not having been regularly made over to him by them who are duly Authorized to do so.

That Your Petitioner is ready to meet the Merits of the Cause upon the Grounds as stated by the Complainant but trusts that the Equity and Justice of this Court will not allow him to be loaded with oppressive Bail—

Your Petitioner therefore humbly Prays that this Honble Court will for the Reasons herein stated reconsider the Order of Court which was passed on the Seventh Day of December and also overrule the Warrant of Arrest and allow this Defendant to Come in and file Common Bail—

And Your Petitioner shall ever Pray

P. Walker
Atty. for Petr.

Extract from the Minutes of a Court Held at the Town Hall on Monday the 20th Day of December Anno Domini 1790

Present

Josias Dupre Porcher Esqre Mayor
James Call — William Webb
Andrew Ross — John Mitford
Hy. Chy. Michell — James Amos
Henry Readhead and James Daly
Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr Alderman Call takes the Chair—

Daddy Nasserwanjee by his Attornies William Balfour John Spalding and Oliver Colt—

vers.

Richard Legge Willis

Mr. James Stuart Hall appears as Attorney for the Complainants in Conjunction with Mr. Hamilton—

Mr. Peter Walker Attorney for the Defendant prays Leave to Withdraw the Petition filed by him last Court Day and that he may be allowed to file an Amended Petition setting forth that the Defendant Considers himself greatly aggrieved by the Order of Court passed in this Cause on the 7th Instant for certain Reasons stated in the said Petition and therefore praying a Rehearing thereof— Amended Petition Read and filed— The Attorneys for the Complainant prays that they may be allowed time to Show Cause against the prayer of the Petition— Ordered that the Complainants Attornies be allowed till the 18th January Next to Show Cause &c.

A true Extract
G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of January Anno Domini 1791—

Present

Josias Dupre Porcher Esqre Mayor
James Call — Andrew Ross and
James Daly — Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr Alderman Call takes the Chair—

Daddy Nasserwanjee by his Attornies William Balfour John Spalding and Oliver Colt—

vers.

Richard Legge Willis—

A further time of one Week for the Return of the Warrant of Arrest issued against the Defendants Body prayed for and Granted.

The Attorney for the Defendant acquaints the Court that the Attornies for the Complainant had leave to this day to Show Cause against the prayer of his Petition filed on the 20th December Last and as no Cause has been Shown he therefore prays that the prayer of his Petition may stand good— Messrs James Stuart Hall and John Hamilton Attornies for the Complainant having on the 20th day of December last past obtained a Rule to Show Cause why the prayer of the Petition of the Defendant for a Rehearing of an Order of Court of the 7th day of the same Month of December on the Subject of Bail Should not be granted Now for Cause Say that prayer of the Petition grows out of certain Reason in the Petition Set forth and which enter into the Merits of the Cause whereas a Petition for Rehearing should shew for Cause some Error in the Order of Court upon which the Petition for Rehearing is founded and no more and therefore Such want of foundation in the Petition of the Defendant and for such the irregularities therein contained and the departure from the Practice of this Court thereby they therefore pray that the Petition May be Dismissed. Extract from the Minutes of Court of the 20th December Last Read. Deferred taking the same into Consideration till Tuesday Next when a full Court is Ordered to be Summoned at Eleven of the Clock in the forenoon and it is further Ordered that the

the Petition for the Rehearing with the Extracts of the 4th. 20. December last and of this Day be sent Round for the Perusal of the several Members—

A true Extract
G. Taylor Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th. Day of January Anno Domini 1791.

Present

Josias Dupre Porcher Esqr. Mayor
James Call— William Webb
Andrew Ross— John Mitford
Hy. Chy. Michell— James Innes
Henry Readhead and Benjamin Roebuck

Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. alderman Call takes the Chair—

Daddy Nagarvanjee by his Attornies William Balfour John Shaloing and Oliver Colt—
vers.
Richard Legge Willis

Amended Petition of the Defendant praying for a Rehearing of the Order of Court of the 7th. December last Read—
Extract from the Minutes of Court of the 20th. December last Read.
Extract from the Minutes of Court of the 18th. Instant Read—

The Court having taken the same into Consideration it is Ordered that the Resolution of the Court of the 7th. December last do stand Confirmed and that the Petition be thrown out with Costs—

A true Extract

Filed 20th. Decr. 1790.

To the Honble the Mayors Court at Madraspatnam—

The Humble Petition of Andrew Innes—

Sheweth.

That whereas the Office of Deputy Register to this Honble Court is become Vacant Your Petitioner humbly prays that he may be appointed thereto and should he be so fortunate as to succeed in this his application will use his utmost Endeavours to acquit himself therein to the Satisfaction of this Honble Court—

And Your Petitioner as in duty bound shall ever Pray.

18th. Decr. 1790.

Andrew Innes

Filed 27th. January 1791.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Cordapah of Madras Inhabitant by his Attorney John de Silva of the same place Inhabitant that Sahiapan of Jeremay Lapoore Inhabitant the Surviving Obligee of Govindon, Coruspan, and Periatomby Late of Saint Thome Inhabitants Deceased stands Justly and truly indebted unto Your Orator in the full and Just Sum of One Hundred and Seventy Six Star Pagodas Seven fanams and Sixteen Cash Current Money of Madras making into sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seventy Pounds Nine Shillings and three Pence or thereabouts. as will more fully and at Large appear by the Copies of an Account Translate of a Bond and an Assignment hereunto Annexed for the inspection of this Honble Court which Your Orator begs leave to refer and prays the same respectively may be taken as part of this his Bill of Complaint the Originals whereof are in Your Orators said attorneys possession and ready to be produced when required, and Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner requested

requested Magistrate from the said Sadiapan as aforesaid of the said Quantum of Pagodas and Quantity of Rice Brokerage from Janame and Gokulan Cash &c

But now do this Magistrate this Honble Court the said Sadiapan Obligee humbly and wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a Subpoena Ruling such to this Honble Court shall appear personable to Equity and good Conscience To the End therefore that the said Sadiapan may when his Corporal Oath shall be true direct and perfect Answer make to all and Singular the Matters and things herein before assigned and alledged as fully truly punctually 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 Quantity of Pagodas and Quantity of Rice brokerage from Janame and Gokulan Cash with all such Interest as now is or shall hereafter become due thereon as also all Cost of this Suit

May it Please this Honble Court to Cause the said Sadiapan to be Summoned and Enjoined by the Authority of His Most Sacred Majesty King of Chlorashtaam and the Honble United Company to be and appear before this Honble Court at a certain time and place to be by this Honble Court limited and appointed and there to Answer the Premises and further to Stand to and abide such other and Due Course therein as this Honble Court shall seem Meet

&c &c &c

This 27th Day of January 1791

This Writ was drawn by me in the Year of Government Etca

Summons Plus returnable

Mst Court Dep. Sheriff

Dr Sadiapan the Surviving Obligee of Goindon, Carapan and Periatomby Deceased in account with Condapan ..... Cr

1774 Nov.	10	To the Amount of Your Bond of this date		60			1790 Dec.	28	By Balance due	176	7 16
1790 Dec.	28	To Interest on Do from 10th Nov. 1774 to this day is 16 yrs 1 mo 18 Da @ 12 ₹ Cent ₹ annum		116	7	16					
		Pagodas		176	7	16			Pagodas	176	7 16

Madras 28th December 1790

Errors Excepted &c

The mark of Condapah

A true Copy

John Wilkinson

Atty for Compt

Translation of a Bond Dated 30th Arpisy of Jayah Year answering to Anno Domini 10th Novembr 1774.

We Govindon Son of Mootiah pillay and Caruppan Son of Nonyapillay of Madras Sadiapan Son of Crayonpillay and Periatomby Son of Jawna pillay of Jerumaylaypoore of Nundagopaula Cast four of us do jointly give this Bond to Condapan Son of Pandal-Chinna Vencatatian of the same Cast Inhabitant of Madras that is to say-

In Consequence of our urgent Occasion We have this day borrowed and Received of You the Sum of 60/ Sixty Star Pagodas Current Money of Madras & which Sum We do hereby jointly and Seperatly engage to repay You on or before the 30th Pangoony or 10th April, with all such Interest as shall or may become due thereon at the rate of 12 & Cent p Annum, thus We four of us have given this Bond to & Condapan with our free will and Consent Witnesses Cooty Pillay and Aronoga & Pillay by their knowledge drawn by Mylay Peritombys own hand writing-

Witnesses Signed
Cooty
Aronogam

Markd Caroopan
Do Govindan
Do Sadiapan

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

Ranganaudom
Interpter

A true Copy.
John Wilkinson
Atty. for Compts.

To all People to whom these Presents shall come Greeting Whereas Sadiapan of Jeruonaylapore Inhabitant the Surviving Obligee of Govindan, Caruppan and Periatomby late of Saint Thome Inhabitants Deceased in and by the Balance of an Account & bearing date the Twenty Eighth day of December One thousand Seven Hundred and Ninety arising on a Bond bearing date the Tenth day of November which was in the Year of Christ One thousand Seven Hundred and Seventy four stands justly and truly indebted unto Condapan of Madras Inhabitant in the full and just & Sum of One Hundred and Seventy Six Star Pagodas, Seven Fanams and Sixteen Cash Current Money of Madras as in and in the said Bond and Account may & more fully appear &c.

Now Know ye that the said Condapan for five Pagodas to him in hand paid by John de Silva also of the same place Inhabitant at or before the Sealing and Delivery of these presents the receipt whereof he the said Condapan doth & hereby Acknowledge he the said Condapan hath Assigned and Set over and by these Presents Doth assign and Set over unto the said John de Silva the said Bond and Account and the Money or amount Principal and Interest thereupon due and & owing and which may become due thereupon and all his right and Interest of in & and to the same and every part thereof and the said Condapan for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth make Constitute and appoint the said John de Silva his heirs 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 Heirs Executors and & Administrators, but for the sole and proper use and benefit of the said John de Silva his heirs Executors Administrators and Assigns to ask require demand and receive of the said Sadiapan as Surviving Obligee as aforesaid his Heirs & Executors and Administrators the money due or to become due on the said Bond and Account and on non payment thereof he the said John de Silva his Heirs Executors and administrators to sue for and recover the same and on payment thereof

thereof to deliver up the said Bond and Account and give sufficient releases and discharges thereof and one or more Attorney or Attornies under him to constitute and appoint and whatsoever the said John de Silva or his Attorney or Attornies under him shall Lawfully do in the premises he the said Condapan doth hereby allow and affirm, and he the said Condapan doth Covenant with the said John de Silva that he the said Condapan 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 Lawful proceedings for the recovery thereof he the said John de Silva saving the said Condapan harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Condapan hath hereunto set his hand and seal in Madras aforesaid this Thirtieth day of December One Thousand Seven Hundred and Ninety—

Signed Sealed and Delivered
where stampt paper is not in use
in the Presence of .....

The mark ✠ of Condapah (L.S.)

A true Copy.
John Wilkinson
Atty. for Compts.

Mayor's Court at Madraspatnam

Tuesday the 8th Day of February Anno Domini 1791.

(L.S.)

Present
Josias Dupre Porcher Esqre Mayor
James Call — Andrew Ross and
Henry Readhead — Aldermen

Mayor's Court

Between Condapan by his attorney John de Silva of Madras Inhabitants Complainant and Subadapan of Perumaylapore Inhabitant the surviving Obligree of Goindon Carrapan and Periatomby late of Saint Thome Inhabitants Deceased Defendants

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 Seventy six Pagodas Seven Fanams and Sixteen Cash Pagodas 176. 7 .. 16. 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.

By Court

Filed 8th Febry 1791

To the Honble the Mayors Court at Madraspatnam

Between Edward Raphael Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant.

The Humble Petition of the above Named Original Defendant and Cross Complainant.

Sheweth

That Bernardo Pablo, Manuel Pignon and Diego Gracio Herroes of Manilla Merchants are Very material Witnesses to be Examined on the part of Your Petitioner in the above Cause without whose Evidence he cannot Safely Proceed to a hearing and for as much as they the Said Bernardo Pablo, Manuel Pignon and Diego Gracio Herroes are and now resides at Manilla.

Your Petitioner most Humbly prays that this Honble Court will be pleased to order a Commission to issue on the part of your Petitioner in the above Cause directed to Dos Asevietta Julian Castro and Antonio Castro of Manilla Merchants for the purpose of Examining the said Witnesses and Your Petitioner shall ever Pray

J. Stuart Hall
Jno. Hamilton
Attys for Original Defts
Cross Complainants.

Filed 8th Febry 1791

In the Honble the Mayors Court at Madraspatnam

Between Edward Raphael Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complt.

The Affidavit of James Stuart Hall the Constituted Attorney of the above Named Original Defendant and Cross Complainant.

J. Stuart Hall
Jno. Hamilton
Attys for original Defts
Cross Complainants

James Stuart Hall the Constituted Attorney of the above Named Original Defendant and Cross Complainant Maketh Oath and Saith that Bernardo Pablo Manuel Pignon and Diego Gracio Herroes of Manilla Merchants are very material Witnesses to be Examined on the part of the Original Defendant and Cross Complainant in the above Causes and without whose Evidence this Deponent verily believes he cannot safely proceed to a hearing and that they the Said Bernardo Pablo Manuel Pignon and Diego Gracio Herroes as this Deponent has been informed and Verily believes the Same to be the Truth now are and resides at Manilla.

J. Stuart Hall

Sworn to in Court
this 8th February 1791.

G. Taylor Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th Day of February Anno Domini 1791.

Present

Josias Dupre Porcher Esqre Mayor
James Call — Andrew Ross and
Henry Readhead — Aldermen

Edward Raphael
Joseph Antonio
Et E Contra

The attornies for the Original Complainant and Cross Defendant pray that Publication may pass in this Cause — to which Messrs James Stuart Hall and John Hamilton attornies for the Original Defendant and Cross Complainant object and pray Leave to file a Petition and an Affidavit of James Stuart Hall the Constituted attorney for the Original Defendant and Cross Complainant sworn to in Court this day and pray that a Commission may issue to Manilla directed to Joao Auriella — Julian De Castro and Antonio de Castro for the Examination of Bernardo Pablo Manuel Pignon and Diego Gracio Herroes three Material Witnesses in these Causes on the part of the Original Defendant and Cross Complainant — The attornies for the Original Complainant and Cross Defendant object to the Prayer of the Petition being granted three Peremptory Rules having expired for the Examination of Witnesses as also because the application now made seems Calculated for delay and ought to have been brought forward at an earlier Period — Petition and Affidavit Read — The Court having taken the same into Consideration it is Ordered that the prayer of the Petition be over ruled — The attornies for the Original Defendant and Cross Complainant thereupon pray that they may be allowed a further time of One Week for the Examination of Witnesses and that the Exhibit Marked **B** delivered into Court by the Original Complainant and Cross Defendant at the instance of the Original Defendant and Cross Complainant may be

be handed over to the Examiner to Examine Witnesses thereto — to which the Opposite attornies object for the Reasons above given The Court having taken the same into Consideration It is Ordered that the Motion for the further Examination of Witnesses be over-ruled and that Publication do pass — Publication is passed in this Cause. &

A true Extract.

Filed 8th July 1790.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Balfour John Spalding and Elinor Bolt under the name and firm of Balfour Spalding and Bolt of Fort Saint George Merchants that Anandarow and Sobarow late of Madras Inhabitants but at present Residing at Trichinopoly stand justly and truly Indebted unto Your Orator in the full and just Sum of Four Hundred and Thirty Nine Pagodas five fanams and Twenty Nine 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 five Pounds and Thirteen Shillings or thereabouts as will more fully and at large appear by Copies of an Account Current and Promissory Note of Hand hereunto annexed for the Inspection of this Honble Court and which Your Orators Pray may be Admitted as part of this their Bill of Complaint the Originals whereof are in the Possession of Your Orators and ready to be produced when required And Your Orators further Shew unto this Honble Court that they have frequently and in an Amicable Manner requested Payment from the said Anandarow and Sobarow of the said Sum of four Hundred and Thirty Nine Pagodas five fanams and Twenty Nine Cash —

But now so it is may it Please this Honble Court that the said Anandarow and Sobarow Obstinately and wilfully refuses to Pay the same or to give Your

Your Honor may manner of Satisfaction touching the Promises Your Orators therefore Pray a Warrant of Attachment out of this Honble Court shall issue against the Goods Chattels & Effects of the said Inandarow and Soobarow to the Amount of their Promissory Note aforesaid & Interest thereon & that they may be compelled to appear & answer all & singular the Premises & further to do & receive what this Honble Court shall think fit & agreeable to Equity & Good Conscience & to the End therefore that the said Inandarow & Soobarow may upon their Corporal Oaths full true Direct and Perfect answer & make to all and singular the matters and things herein before set forth and alleged as fully truly & Distinctly & Particularly to all Intents and Purposes as if the same were here again Recited & Particularly Interrogated and that they may be Decreed to pay unto Your Orators the aforesaid Sum of Four thousand and Eighty Nine Pagodas five Fanams & Twenty Nine Cash with all such Interest as shall become due thereon also all Cost of this Suit

May it please this Honble Court to Cause the said Inandarow and Soobarow to be Summoned and required by the Sheriff of Fort Saint George or his Deputy and the Provincial Chief Justice of the Honble Court at a Certain time & place to be by this Honble Court prefixed & 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

&c

8th July 1790

Jno. Hamilton
Atty for Compt.

Sr

This Declaration to me in the Dewl Language explained by a Gentleman of the Court

Jno. Corbett
Major.

Dr Inandarow and Soobarow in Account Current with Messrs. Balfour Spalding & Colt. Cr

1788 Decr.					1788 Decr.				
17th	To Amount of their Promissory Note of this Date and payable in 3 Months from the Date with Interest from the Expiration of the said 3 Months if not then paid at 12 ℔ Cent ℔ Annum	735.	38.	53.	19th	By Cash received of them	340.		
						By Interest from 19th December 1788 to this Day is 16 Months & 11 D @ 12 ℔ Cent	55.	27.	24.
							395.	27.	24.
	To Interest from 17th March 89 to 30 April 1790 is 13 Months & 13 Day at 12 ℔ Cent	98.	36.			By Balance	434.	5.	29.
	Pagodas	834.	32.	53.		Pagodas	834.	32.	53.

Fort Saint George 30th April 1790

Errors Excepted Signed Balfour Spalding & Colt

A true Copy.
Jno. Hamilton
Atty: for Compts

Fort Saint George 17th December 1788/

For Value received We promise to pay Messrs. Balfour Spalding and Bolt or their Order
Ninety Days from the Date hereof the Sum of Seven Hundred and thirty five Star
Pagodas, thirty Eight fanams and fifty three Cash— and if not then paid Interest for
the same at the rate of 12 p Cent p Annum untill paid—

S. Pags. 735. 38. 53

True Copy.
Jno. Hamilton
Atty. for Compltn.

Filed the 16th July 1790/

In the Honble the Mayor's Court at Madraspatnam

Between William Balfour, John Spalding and Oliver Bolt under the name and Firm of Balfour Spalding and Bolt of Fort Saint George Merchants Complainants and Anandarow and Sobarow of Madras Inhabitants Defendants—

The Affidavit of William Balfour one of the above named Complainants—
This Deponent maketh Oath and Saith that the above named Defendants
Anandarow and Sobarow stand justly and truly Indebted unto this Deponent and
the other Complainants in the full and Just Sum of Four Hundred and thirty Nine
Pagodas five fanams and Twenty Nine Cash Current money of Madras as appears
by an Account Current and Promissory Note of hand Annexed to the Bill of Complaint
in this Cause and this Deponent further maketh Oath and Saith that the said
Defendants have been within the Jurisdiction of this Honble Court since the Cause
of Action Arose.

Wm Balfour

Sworn to in Fort Saint George
This 15th Day of July 1790
before me Vins. Corbett
Mayor

Mayor's Court at Madraspatnam

Tuesday the 8th Day of February
Anno Domini 1791—

L S

Present
Josias Dupré Porcher Esqre Mayor
James Ball Andrew Ross and
Henry Readhead Aldermen

Between William Balfour John Spalding and Oliver Bolt of Fort Saint George Merchants Complainants and Anandarow and Sobarow late of Madras Inhabitants but at present Residing at Trichinopoly Defendant.

Mayor's Court

It Appearing by the Records of this Court that the Space of Six Months the time Limited in his Majesty's Charter is Elapsed since the Return of the Warrant of Sequestration issued against Defendants Effects, and as 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 Defendants shall pay unto the Compltrs the full and just Sum of Four Hundred and thirty Nine Pagodas five fanams and Twenty Nine Cash Pagodas 439. 5. 29. 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—

Clerk

Filed 18th Novr 1790.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Savaram Sashauchela Chitty of Madras Inhabitant Brother and Heir of Savaram Coopy Chitty late of the same place now Deceased That Meeroomarcal also of the same place Inhabitant stands justly and truly Indebted unto Your Orator in the full and just Sum of Two Hundred and thirty five Pagodas Eleven 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 Ninety four Pounds and Two Shillings or thereabouts as will more fully and at large Appear by Copies of an Account Current and Translation of Two Mortgage Bonds or Obligations 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 the Originals whereof are in Your Orator's Possession and ready to be produced when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment of the said Sum of Two Hundred and thirty five Pagodas Eleven fanams and Sixty Cash from the said Meeroomarcal.

But now so it is May it Please this Honble Court that the said Meeroomarcal 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 Meeroomarcal may upon his Corporal Oath full true Direct and perfect Answer make 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 aforesaid Sum of Two Hundred and thirty five Pagodas Eleven fanams and Sixty Cash with all

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 Meeroomarcal 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 and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Jno. Hamilton
Atty. for Compt.

18th Novr 1790.
This Bill was shewn to me in the Days of adjournment let a Summons issue returnable next Court Day.

Ja.s Call
Mayor.

Dr. Meeroomarcal in Account Current with Savaram Sashauchella Chitty ... Cr.

1786 July	17	To the Amount of Principal of a Mortgage Bond or Obligation given and granted by Doriah Cawn Mastry alias Doriah Ninah to my Brother Savaram Coopy Chitty of this Date and which You undertook to pay me and Redeem the said Mortgage Bond pursuant to Your Mortgage Bond to me to this effect Dated the 20th July 1787			200				
July	20	To Cash lent			6				
1787 January	1	To Court Charges as p.t Bill			35	34			
1790 Nov.	10	To Interest on the above Sums from their Respective Dates to this Day at 12 p.t Cent p.t Annum			241	34			
		On Pag.t 200	4	8	23		16	24	
		6	4	3	20		3	4	40
		35 34	3	10	9		16	24	60
							133	7	60
		Pagodas					374	41	60

1787 July	20	By Cash received from You in part payment			100	
1790 Nov.	10	By Interest on Ditto from the 20 July 1787 to this Day is 3 y. 3 m. 20 d. at 12 p.t Cent p.t Annum			39	30
					139	30
		By Balance due			235	11 60
		Pagodas			374	41 60

A true Copy.
Jno. Hamilton
Attny. for Complt.

Madras 10th Novr 1790.
E. E. (Signed)

53.

Translation of a Mortgage Bond or Bill of Sale Dated 17th January of Viswanada Chitty Canoongo to Lewis Dominic 17th February 1786 —

I Doriah Cawn Chaultry wife of Lewis Manuell of Chula Cast of Madras do give this Mortgage Bond or Bill of Sale to Savaram Coopoo Chitty of Cawne Cast of the same Place Chitty to say —

In consequence of my urgent Occasion I have this day Mortgaged to Your the Chaultry Well of Sale of my House Situate at Mittal Peak in Blue Cloth Street in East Line South to the House of Comshaula Chaultry North to the Lane of the House of Cawnagie measuring the Ground of the said House from East to West in Length at the North End 46½ feet at the South end 40 feet from North to South in Length at the West End 45 feet at the East End 36½ feet which ground with the Gross Water money Stone or Brick appertaining thereto Estimated at 200 Pagodas and borrowed received of You the Sum of 200 Pagodas the Interest Current money of Chulden which Sum We hereby engage to refund with all such Interest as shall or may become due thereon at the rate of Fifty Pheut p.r Annum or before the 30th White of Parabhava Year on the 10th May 1788 in default whereof We hereby Authorize You or Your Paying me the number of twenty Pagodas to enjoy the said House as fit that been related to You by these Presents and you have nothing to be with the Disputes if any made by any person one hereof You are hereby Authorized to sue in the Court and to obtain Decree and Bill of Sale in your name Deed thereof as witness my free will and Contract Witness Moorah Latchmen of Comshaulay Chaultry and Sykoolaram Cokkelah Mookkiar by their Knowledge this Mortgage Bond or Bill of Sale was Drawn by Vaiyapooree Ganoongo —

Mookie Doriah Cawn Chaultry —

Chinnaya Chetty
Church Lithographer of Comshaulay Chaultry
Cookelan —

A true Translation as near as can be from the Malabar Language
Fort St. George (Signed) Rangamallaiah
Madras
Jno. Hamilton
Attny. for Complt.

54.

Translation of an Agreement Dated 10th. Day of Ravunga Year Answering to Annas Domini 20. July 1787.—

I Meeroomarcal Son of Chinnadoo do give this Agreement to Sawaram Sashauchela Chitty that is to say.—

Doriah Ninah having borrowed of your brother Boophy Chitty the Sum of Two Hundred Pagodas by Executing a Mortgage Bond on the Choultry bill of Sale of his House, and you have in Consequance of the Non payment of the Said money Commenced an Action in the Court, whereupon I have agreed to pay You the Amount Principal and Interest of Doriah Ninah's Bond Charges Attending the Court, together with Sundry Small Sums of money received over and above the Said Bond, and as I have Purchased from him the house which had been Mortgaged to You and received a Bill of Sale for the same, I have Delivered the said Bill of Sale to You, and also paid You One Hundred Pagodas. and as for the Remainder Pagodas I do hereby ingage to pay it to you Agreeable to Your Account on or before the 30th. of this Month and received from You the Choultry Bill of Sale Mortgaged to You by Doriah Ninah, as well as an Agreement, and the bill of Sale granted to me In Case of the failure of Payment Agreeable to the time limitted You are hereby empowered to prosecute in the Honble the Mayor's Court, and received it by Disposing the house by Publick Outcry, Thus I have given You this Agreement with my free will and Consent Witnesses Labby Ninah Meerah Labba and Chinnavencatarauma Chitty by their Knowledge this Agreement was Drawn by Rauvoory Mooteyaroo Chitty

/Signed/ Meeroo.

Witness Signed
Meera Labba
Chinnavencatarauma Chitty

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

/Signed/ Ranganaudoin
Interpreter.

A true Copy.
Jno. Hamilton
Atty. for Compt.

Filed the 8th. Febry 1791.

55

In the Honble the Mayor's Court at Madraspatnam

Between Sawaram Sashauchella Chitty Brother and Heir of Sweram Boopy Chitty Deceased Complainant and Meeroo Marcal Defendant.

The Affidavit of Thomas Ives One of the Serjeants of this Honble Court—

This Deponent Maketh Oath and Saith that he did personally at three several times serve the abovenamed Defendant with three Rules issuing Out of this Honble Court Requiring the Said Defendant to Answer the Abovenamed Complainants Bill by leaving Two of those Rules in the Said Defendants Dwelling house and serving the third and last which was a Peremptory upon the person of the abovenamed Defendant on the thirty first day of January Last.—

Jno. Ives

Sworn to in Court
this 8th. February 1791.—

G. Taylor Regr

Mayor's Court at Madraspatnam } { Tuesday the 8th day of February Anno Domini 1791.

L. S.

Present

Josias DuPre Porcher Esqre Mayor
James Call } Andrew Ross and
Henry Readhead } Aldermen

Mayor's Court

Between Savaram Sachauchela Chitty of Madras Inhabitant Brother and Heir of Savaram Coopy Chitty late of the same place now Deceased Complainant and Meeroomarcal also of the same place Inhabitant 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 Two Hundred and Thirty five Pagodas & Eleven Fanams and Sixty Cash / Pagodas 235. 11. 60. / 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.

By Cur

Filed 8th Febry 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of January Anno Domini 1791.

Present

Josias DuPre Porcher Esqre Mayor
William Webb } Andrew Ross and
Benjamin Roebuck } Aldermen

Vellyamah
vers.
Aroonachellum.

The Attorney for the Complainant prays that the Defendant may by Next Court day appoint another Attorney to Act for him in the Room of Mr. James Stewart Hall who has had leave to decline acting and in default thereof that Issue may Join in this Cause. Ordered Accordingly.

A true Extract.
G. Taylor Regr.

In the Honble the Mayors Court at Madraspatnam.

Between Vellyamah of Madras Inhabitant Widow and administratrix of Tondavarey Moodelly Deceased Complainant and Aroonachellum of the same place Inhabitant Defts.

The Affidavit of Thomas Ives one of the Serjeants of this Honble Court.

This Deponent Maketh Oath and saith that he did on the Twenty Ninth day of January Last Call at the Dwelling House of the above Named Defendant with the Intention of Serving him with a Copy of the accompanying Extract but the said Defendant being from home he this Deponent Left the Copy thereof at his said House.

Jno. Ives

Sworn to in Court
this 8th Febry. 1791.
G. Taylor Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th Day of February Anno Domini 1791

Present

Josias DuPré Porcher Esqre Mayor
James Call — Andrew Ross and
Henry Readhead — Aldermen

Nellyamah
versus
Aroonachellum

Affidavit of Thomas Ives of Service of Notice on the Defendant to appoint another Attorney to Act for him and in default thereof that Issue will be Joined in this Cause — Sworn to in Court Read and filed this day —

Issue Joined. —

A true Extract

Filed the 16th May 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator James Baxter of Madras Surgeon that Ramma of the same place Dubash stands justly and Truly Indebted unto Your Orator in the full and just Sum of Fifty six 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 Twenty two Pounds and Twelve Shillings or thereabouts for Divers goods wares and Merchandizes Sold and Delivered by Your Orator to the said Ramma and at his special instance and Request as will more fully and at large appear in and by a Copy of a Shop Bill hereunto annexed for the Inspection of this Honble to which Your Orator humbly Craves leave to refer and which he prays may be taken as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently

frequently in a friendly and Amicable manner Applied to and requested Payment from the said Ramma of the said Sum of Fifty Six Star Pagodas and Twenty four Fanams —

But now so it is may it Please this Honble Court that the said Ramma to injure and distress Your Orator in this behalf Obstinately and wilfully Refuses to pay Your Orator the said Sum of Fifty Six Star Pagodas and Twenty four Fanams or to make Your Orator any manner of Satisfaction touching the Premises To the End therefore that the said Ramma may upon his Oath full true direct and Perfect Answer make to all and Singular the Matters and Charges aforesaid as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that the said Ramma may by a short day be Decreed by this Honble Court to pay unto Your Orator the aforesaid Sum of Fifty Six Star Pagodas and Twenty four Fanams with all such Interest as now is or shall hereafter become due thereon together with all such Cost and Expences as Your Orator shall Sustain and be put to in the Recovery thereof and that Your Orator may be further and otherwise relieved in the premises According and good Conscience, and as the nature of this Case shall Require —

May it Please this Honble Court to Cause the said Ramma 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 —

Fort Saint George 16th Day of May 1791

John White Attorney for Complainant —

This Bill was shown to me in the Days of Adjournment Let a Summons Issue Returnable Next Court Day —

Wm Corbett
Mayor

Ramma ..... Dr.

1787 Augt. 10th	To a Dozen of Brandy	Pgs 3	fs	c .....
1789	To 2. Bottles Cherry Brandy	.....	24	
Septr. 1st	To 12. Dozen knifes at 14. per Dozen	21	.....	.....
	To 12. Do forkspoons at 18. Do	27	.....	.....
	To 2. Saddle Cloths and embroidered furniture	5	.....	.....
		Pagodas 56	24	

Jas. Baxter

A true Copy.
John White attorney
for the Complainant.

Mayor's Court at Madraspatnam

Tuesday the 15th Day of February Anno Domini 1791

L. S.

Present
Josias DuPre Porcher Esqre Mayor
James Call — and Andrew Ross and
Aldermen

Mayor's Court

Between James Baxter of Madras Surgeon Complainant and Ramma of the same place Dubash 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 Fifty Six Star Pagodas and Twenty four Fanams Star Pagodas 56. 24. / 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 15th Febry 1791.

In the Honble the Mayors Court at Madraspatnam

David McVeagh
vers.
Jagroy Moodelly
& Contra

The Affidavit of George Chalmer One of the Attorneys of this Honble Court —

This Deponent Maketh Oath and Saith that Balajee Row of Madraspatnam aforesaid has been examined as a Witness in the above Causes But that he has not signed his Depositions And this Deponent further Maketh Oath and Saith that he has as Attorney for the Original Complainant and Crop Defendant in the above Cause frequently sent to the said Balajee Row to Attend at the Examiners Office for that purpose — And this Deponent further saith that he has heard that the said Balajee Row has been Absent from Madras upon the business of his employer Mr. Stephen Popham and which he has given as a Reason for his not attending And this Deponent further Maketh Oath and saith that the said Balajee Row is a Most Material Witness in the above Causes without the benefit of whose Evidence the said Original Complainant and Crop Defendant cannot safely proceed to a hearing And this Deponent saith he does not nor does he believe the said Original Complainant and Crop Defendant Means to give any Unnecessary Delay in proceeding to the Hearing of this Cause —

G. Chalmer

Sworn to in Court
this 15th day of February 1791.
G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th Day of February Anno Domini 1791.—

Present

Josias Dupré Porcher Esqre Mayor.
James Call— Andrew Ross and
Hy. Chichly Michell— Aldermen

David McVeagh
vers.
Jagarnaya
& Contra—

The Attornies for the Original Defendant and Crosp Complainant prays that Publication may pass in these Cause— to which the Opposite Attorney objects and prays leave to file an Affidavit Sworn to in Court by him this day and prays that he may be allowed One Week to Examine Witnesses— Affidavit Read and filed— Ordered that One Week be Allowed—.

A true Extract—

Filed 15th Febry 1791

To the Honble the Mayor &
Court at Madraspatnam—

Between Edward Raphael Original
Complainant and Crosp Defendant and
Joseph Antonio Original Defendant and
Crosp Complainant.

The Humble Petition of the Original Defendant and Crosp Complainant.

Sheweth That this Cause being at issue several Witnesses have been Examined on the part of the Original Complainant and Crosp Defendant and that on Tuesday last the Eighth Instant upon motion of the Attornies in Court of the Original Complainant and Crosp Defendant and producing the Examiners Notice that all Witnesses had been Examined and signed their Depositions in the above Cause this Honble Court was pleased to pass Publication but your Petitioner having several Witnesses to Examine

Examine and without whose Evidence he cannot safely proceed to a tryal, and your Petitioner having on Monday last the Seventh Instant filed his Interrogatories in the Examiners Office as by an Affidavit Annexed appears and your Petitioners Attornies in Court having not seen or inspected the Depositions taken in the above Cause, or otherwise published or caused to be published the same as by the Annexed Affidavits appear &c.

Your Petitioner therefore most humbly prays this Honble Court that Publication in this Cause may be Enlarged a Fortnight and your Petitioner will ever Pray—

J. Stuart Hall
Jno. Hamilton
Attys for Original Defendant
and Crosp Complainant—

Filed 15th Febry 1791

In the Honble the Mayors
Court at Madraspatnam

Between Edward Raphael
Original Complainant and Crosp Defendant
and Joseph Antonio Original Defendant
and Crosp Complainant.

The Affidavit of James Stuart Hall One of the Attornies of the above Named Original Defendant and Crosp Complainant—.

James Stuart Hall One of the Attornies of the above Named Original Defendant and Crosp Complainant in this Cause maketh Oath and Saith that he hath not seen heard read or been informed of the purport or contents of any of the Depositions taken in the above Cause, nor will he this Deponent see hear read or be informed of the purport or Contents of the said Depositions untill the further order of this Honble Court in case such Order can be obtained for the said Original Defendant and Crosp Complainant to Examine any Witnesses—

and

And this Deponent further saith that the Original Defendant and Cross Complainant did some time ago Depart from Madras and in his avocation of a merchant did as this Deponent has heard and does believe proceed to the Mauritius or else where beyond the Seas and this Deponent believes he will not return to this place for a considerable length of time—

And this Deponent further saith that he Verily believes that the Defence set up by the above named Original Defendant and Cross Complainant is equitable and just and that if he be permitted to Examine his Witness that he will support the same to the satisfaction of this Honble Court—

and this Deponent further saith that in praying to Enlarge publication he has no object of litigation or delay but that his sole Motive is to obtain strict and impartial Justice agreeable to Equity and good Conscience and further this Deponent says that in case publication be Enlarged he will not use any unnecessary delay, but proceed in the Examination of the necessary Witnesses with the utmost expedition—

J Stuart Hall

Sworn to in Court this 15th day of February 1791

G. Taylor Regr

Filed 15th February 1791

In the Honble the Mayors Court at Madraspatnam

Between Edward Raphael Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant—

The affidavit of John Hamilton One of the Attornies of the above named Original Defendant and Cross Complainant—

John Hamilton one of the Attornies of the above Named Original Defendant and Cross Complainant in this Cause Maketh Oath and saith that he hath not seen heard read or been informed of the purport or contents of any of the Defendants taken

taken in the above Cause, nor will he, this Deponent see hear read or be informed of the purport or Contents of the said Depositions untill the further order of this Honble Court in case such order can be obtained for the said Original Defendant and Cross Complainant to Examine any Witnesses—

Jno. Hamilton

Sworn to in Court this 15th day of February 1791.

G. Taylor Regr

Filed the 15th February 1791

In the Honble the Mayors Court at Madraspatnam

Between Edward Raphael Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant—

The Affidavit of Chinglerov Moodillian—

This Deponent being duly Sworn Maketh Oath and saith that he did on Monday the Seventh Instant file with Joseph Shaw the Examiner of this Honble Court at his Office in the Black Town of Madraspatnam a set of Interrogatories in this Cause for the purpose of being Examined unto the Witness therein named—

Chinglerov

Sworn to in Court this 15th day of February 1791—

G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th Day of February Anno Domini 1791.

Present

Josias DuPré Porcher Esqre Mayor

James Call_ Andrew Ross and

Mr Chichly Michell_ Aldermen

Edward Raphael

Joseph Antonio

Et Contra

The Attornies for the Original Defendant and Cross Complainant pray leave to file a Petition with three Affidavits in Support thereof Sworn to in Court this day and pray that Publication may be enlarged in these Causes for the space of a fortnight_ to which Mr Stephen Popham one of the Attornies for the Original Complainant and Cross Defendant object as there has already been very great delay in these Suits_ Petition and Affidavits Read and filed_ the Court having taken the same into Consideration it is Ordered that Publication be enlarged for the space of two Weeks_

A true Extract

Filed the 22d Feby 1791.

In the Honble the Mayors Court at Madraspatnam

Between Charles Loyd and David Young of Madras Inhabitants Complainants and Stephen Popham and Stephen Towns Defendants.

Stephen Towns of Madras the Defendant above Named Maketh Oath and Saith that the Subject Matter of this Suit has been for these two Months last past and upwards under Compromise and now is in a train of Amicable Accommodation with the Complainants in this Cause, which has solely prevented this Deponent examining Witness in Support of the Defence by him set up in this Cause and this Deponent saith that he has many Material Witnesses to examine in this Cause without the benefit of whose testimony this Deponent cannot as he is Advised and verily believes proceed with safety to the hearing of this Cause_

S. Towns

Sworn before me this 22d Day of February 1791.

Wm Webb

Alderman

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d Day of February Anno Domini 1791.

Present

Josias DuPré Porcher Esqre Mayor

William Webb_ Andrew Ross and

James Daly Aldermen

Charles Loyd and David young
vers
Stephen Popham and Stephen Towns

The

The Attorney for the Complainants prays that Publication may pass in this Cause to which the Attorney for the Defendant Stephen Jones objects and prays leave to file an affidavit of the said Defendant Stephen Jones Sworn to before Mr. Alderman Webb the 21st Instant and prays that the Court will for the Reasons therein stated grant a further time of One Month for the Examination of Witnesses as also because a Commission has issued to Bengal and which not yet Returned — Affidavit Read and filed — The Court having taken the same into Consideration it is Ordered that One Week be allowed —

A True Extract.

Filed the 22. Febry 1791.

To the Honble the Mayors Court at Madraspatnam

Between Edward Payne and Rene Payne by their acting Attorney William Collins Jackson Complainants and Samuel Johnston Defendant —

The Petition of the above Named Edward Payne and Rene Payne by their acting Attorney William Collins Jackson. —

Sheweth That John Francis Kalm the Clerk to Your Petitioners above Named is a very material Witness to be Examined on the Part of Your Petitioners in the above Cause without whose Evidence they cannot safely proceed to a hearing and for as much as the said John Francis Kalm now is and resides in London in the Kingdom of Great Britain —

Your Petitioners most humbly pray that this Honble Court will be pleased to order a Commission to issue on the part of your Petitioners in the above Cause directed to Bengly Pill, and Bingley of London Merchants for the purpose of Examining the said Witness and your Petitioner shall ever Pray —

J Stuart Hall
Jno Hamilton
Attornies for Compt.

Filed the 22. Febry 1791.

In the Honble the Mayors Court at Madraspatnam

Between Edward Payne and Rene Payne by their acting attorney William Collins Jackson Complainants and Samuel Johnston Defendant

The Affidavit of William Collins Jackson the acting Attorney of the Complainants above Named —

William Collins Jackson the acting Attorney of the Complainants above Named maketh Oath and saith that John Francis Kalm the Clerk to the Complainants above named is a very material Witness to be Examined on their part in the above Cause without whose Evidence this Deponent is advised he cannot safely proceed to a hearing, and that he the said John Francis Kalm as this Deponent has been informed and verily believes the same to be the Truth now is and resides in London in the Kingdom of Great Britain —

Sworn to in Fort Saint George this 21st day of February 1791.

Before me

Jas Call
Junr Alderman

W. C. Jackson

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22. Day of February Anno Domini 1791.

Present

Josias DuPre Porcher Esqre Mayor
William Webb
James Daly
Andrew Ross and
Aldermen

Edward Payne and Rice Payne by their Attorney William Collins Jackson.

Samuel Johnston.

The Attorney for the Defendant prays that Publication may pass in this Cause to which Messrs James Stuart Hall and John Hamilton Attornies for the Complainants object and pray leave to file a Petition and an Affidavit of William Collins Jackson the Complainants Attorney Sworn to before Mr. Alderman Call the 21st Instant and pray that a Commission may issue directed to Bingly Pitt and Bingley of London Merchants or any two of them for the Examination of John Francis Kalm a Material Witness in this Cause — Petition and Affidavit Read and filed — The Attorney for the Defendant objects to the issuing of the Commission because the Affidavit does not set forth the place of Residence of the Witness and the Particular points to which he is to be Examined — The Court having taken the same into Consideration it is Ordered that the objections be over ruled and that a Commission do issue as prayed for by the Attornies for the Complainants Returnable in Eighteen Months —

A True Extract

Filed the 22d Febry 1791

In the Honble the Mayors Court at Madraspatnam

Between Yoolooraun Chetty &c
Complainant and Changleroyan Defendant

The Affidavit of Vythinauda Pilla of Madras Inhabitant

This Deponent Maketh Oath and Saith that the Bill of Sale mentioned in the Mortgage Bond of the abovementioned Defendant in favor of Thomas Davis Esquire was in the hands of this Deponent as well as the said Mortgage Bond as a Trustee for the abovenamed Complainant — this Deponent further Saith that the Said Bill of Sale is of a Paddy Field in the Village of Vipperry within the Jurisdiction of this Honble Court — and the Said Defendant sometime ago came to this Deponent about Six or Seven times telling him that there were some Disputes which had happened between him and one Nagapah Chitty the Renter of the said Village of Vipperry which made it necessary for him to shew the Said Bill of Sale to the said Renter and he therefore requested this Deponent very much to do him that Kindness — this Deponent Accordingly sent the said Bill of Sale by one Ramasamy Pilla in Company with the Defendant to the said Renter who received the same and has not returned it to this Deponent — says further that he has frequently asked the Defendant to procure him the said Bill of Sale who has promised repeatedly in the Presence of several different People ready to be produced that he will get him the Said Bill of Sale from the said Renter but he has not yet done it —

/Signed/ Vythinauda Pillah

A True Translation as near as can be from the Malabar Language — Ranganaudom
Interpreter

P. Mallon
Atty. for Compt.

73.

Filed the 22d Febry 1791

In the Honble the Mayors Court at Madraspatnam—

Between Todoocaun Chitty Complainant.
and Chinglerayan Defendant—.

The Affidavit of Vencatarayer of Madras Inhabitant—.

This Deponent maketh Oath and saith that he this Deponent was present some time ago when Vydenada Pillay of Madras Inhabitant personally applied to the abovenamed Defendant and requested him to return him a certain Bill of Sale which he understood had been left with the said Vydenadah Pillay to keep for the abovenamed Complainant and which the said Defendant had borrowed of him to shew to Negapah Chitty the Renter of the Village in order to clear up some Dispute that had arisen about the Ground therein mentioned— And this Deponent says that in Answer to this Application of the said Defendant replied that he had not then got the said Bill of Sale back from the said Negapah Chitty and he at the same time faithfully promised the said Vydenadah Pillay that he would procure it and return it to him very soon—

Signed Vencatarayen

P. Malkin
Atty: for Compl.t

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

Ranganaudom
Interpreter.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d. Day of February Anno Domini 1791.

Present

Josias DuPre Porcher Esqre. Mayor.
William Webb
James Daly
Andrew Ross and
Aldermen

Tooloocaun Chitty
vers.
Chinglerayen—

The Attorney for the Complainant delivers into Court the Original Mortgage Bond and a Translate thereof as prayed for by the Attorneys for the Complainant and prays leave to file the Affidavits of Vydenada Pillah and Vincatarayah Sworn to in Court this day as Cause for not delivering into Court the Original Mortgage as Died as prayed for by the Opposite Party— Affidavits Read and filed— The Court having taken the same into Consideration are of Opinion that the Affidavit ~~of~~ contains

contains are Sufficient Cause against the delivery of the Exhibit prayed for—

A true Extract—

Filed 25th. January 1791.

To the Honble the Mayors Court at Madraspatnam

Between Duncan Buchanan of the Kingdom of Great Britain Esquire by his Attornies John Juring Edward Saunders and Edward Garrow all of ~~the~~ Fort Saint George Senior Merchants in the Honble Company's Service and the Reverend Christian William Gerricke of Madras Complainant and Alexander Davidson and Forrester Rose Attornies to Duncan Davidson Attorney to ~~the~~ Bernard Caine Father to Duncan ~~the~~ Andrew Caine Deceased and William Balfour of Fort Saint George Merchant and John Shalding late of Fort Saint George but at Present of Great Britain or else where and Oliver Colt also of Fort Saint George Merchants and ~~the~~ Copartners acting under the Authority ~~the~~ and appointment of the said Duncan Davidson Attorney to the Bernard Caine Defendants—

The

Sheweth The Humble Petition of the Said Complainant by his Said Attornies—

That Your Petitioner by his Said Attornies did Some time on or about the fifteenth day of October which was in the Year of our Lord One Thousand Seven Hundred and Eighty Nine, file a Bill of Complaint against the said Defendants for the Recovery of the Sum of Ten Thousand and Thirty One Pagodas and forty two fanams, being principal and Interest of and upon a Bond given and granted unto Your Petitioner by the Said Duncan Andrew Baine in his life time, as in the Said Bill and in an Account Current thereunto annexed and also by the Exhibition of the Said Bond did appear, and Your Petitioner sheweth that the Said William Balfour and Oliver Colt did appear and put in an Answer to the Said Bill annexing thereunto sundry Exhibits, they the Said William Balfour and Oliver Colt Acknowledging therein to have the Sum of Five Thousand Nine Hundred and Nineteen Pagodas twenty four fanams and Twenty five Cash as the Balance in favor of and as the property of the Estate of the Said Duncan Andrew Baine in their hands, whereto Your Petitioners Said Attornies, did put in a Replication and the said William Balfour and Oliver Colt did Rejoin — And Your Petitioner sheweth that upon the aforesaid proceedings the said Cause did on or about the thirteenth day of November last past came on to be heard before this Honble Court when this Honble Court, where pleased to order and Decree that the said William Balfour and Oliver Colt the Attornies of the Said Duncan Davidson Administrator of the Said Duncan Andrew Baine do pay unto Your Petitioner out of the Estate and Effects of the Said Deceased the Sum of Ten Thousand and thirty One Pagodas and forty two fanams being the principal and Interest of a Bond granted by the Deceased, to Your Petitioner together with all such Interest as then was or should thereafter become due thereupon until full Payment should be made also all Costs of the Suit And Your Petitioner further sheweth that Harry Taylor Junior Merchant in the Service of the United Company of Merchants of England trading to the East Indies

Indies did also on or about the Fifteenth day of October which was in the Said Year of Our Lord One Thousand Seven Hundred and Eighty Nine file a Bill of Complaint against the Said Defendants, for the Recovery of the Sum of Twenty four Thousand five Hundred and Eighty Nine Pagodas thirty four fanams and Seventeen Cash Arising on an Account Current unto the Said Bill Annexed whereunto the said William Balfour and Oliver Colt did also appear and put in their answer annexing Sundry Exhibits thereunto Acknowledging therein to have the like Sum of Five Thousand Nine Hundred and Nineteen Pagodas Twenty four fanams and Twenty five Cash in their hands, as the property of the Said Estate of the Said Duncan Andrew Baine And Your Petitioner Sheweth that the Said Cause did also come on to be heard and was heard on the Said Nineteenth day of November when this Honble Court were pleased to Order and Decree Said as accordingly Order and Decree that the said William Balfour and Oliver Colt the Attorneys of the Said Duncan Davidson the Administrator of Duncan Andrew Baine Deceased do pay unto the Said Complainant Harry Taylor out of the Estate and Effects of the said Deceased the full and just Sum of Thirteen Thousand two Hundred and fifty Seven Pagodas Twenty two fanams and forty two Cash being the Amount Acknowledged to be due by the Defendants Answer together with Interest thereon from the Twentieth day of November One Thousand Seven Hundred and eighty nine and also all Costs of Suit—

And Your Petitioner Sheweth that on or about the Second day of the Month of December Your Petitioner did take out a Warrant of Execution on the Said Decree for Eleven Thousand four Hundred and fifty three Pagodas five fanams and forty Six Cash for Debt and Interest and two Hundred and forty five Pagodas and thirteen fanams for Costs — And the Said Harry Taylor did also on the same day take out a Warrant of Execution on the aforesaid Decree for Debt and Interest Fourteen Thousand Eight Hundred and Eighty eight Pagodas seven fanams and Sixty three Cash and one Hundred and eighty Nine Pagodas and seven fanams for Costs both directed to the Sheriff of Madraspatnam and the Districts thereof — And Your Petition sheweth that both the Said Executions were on the same day and time delivered to the said Sheriff who did in Consequence thereof

there of levy the Sum of Four Thousand five Hundred and fifty three Pagodas fourteen fanams and forty five Cash, by the said William Balfour said to be all that he had in his hands Remaining of the Property of the said Estate of the said Duncan Andrew Baine—

And Your Petitioner Sheweth that he did apply to the said Sheriff to pay him the said Sum of Four Thousand five Hundred and fifty three Pagodas fourteen fanams and forty five Cash levied by him as aforesaid in part of Your Petitioners aforesaid Debt Interest and Costs, by Virtue of the preferable Right Your Petitioner Conceived and is advised he hath, as a Creditor of the said Intestate on Bond to the Debt and Decree of the said Harry Taylor which is grounded only on Account Current or Book Debt—The said preference or priority being given to Your Petitioner by Law and of which he ought not to be deprived by the Competition of an Execution on Simple Contract—

Your Petitioner therefore prays that the Sheriff may be directed to pay unto Your Petitioner the said Sum of Four Thousand five Hundred and fifty three Pagodas fourteen fanams and forty five Cash by him levied as aforesaid upon the Ground of Your Petitioners Decree being upon a Bond Debt due from the said Estate of the said Deceased—

H. Ellis Pugh

Atty. Petitioner

Filed 9th Febry 1791

In the Honble the Mayors Court at Madraspatnam

Between Duncan Buchanan of the Kingdom of Great Britain Esquire by his attornies John Turing Edward Saunders and Edward Garrow all of Fort Saint George Senior Merchants in the Honble Companys Service and the Reverend Christian William Gerricke of Madras Complainants and Alexander Davidson and Forrester Rose Attornies to Duncan Davidson Attorney to Bernard Baine Father of Duncan Andrew Baine Deceased and William Balfour of Fort Saint George Merchant and John Spalding late of Fort Saint George but at present of Great Britain or elsewhere and Oliver Bolt also of Fort Saint George Merchants and Copartners acting under the authority and appointment of the said Duncan Davidson Attorney to the said Bernard Baine Defendants—

The Answer of Harry Taylor to the Petition of the above named Complainant by his said Attornies—

His Respondent admits that the Petitioner did on or about the time in his said Petition for that purpose set forth Exhibit and file his Bill of Complaint in this Honble Court against the Defendants above named upon the ground and for the Relief therein set forth and therein and thereby prayed and this Respondent admits the several process and proceedings had thereon in manner form and substance as by the Petitioner is said Petition the same is declared states and set forth and this respondent admits

admits that upon such proceedings the Cause did on the thirteenth day of November last past come on to be heard before this Honble Court and that this Honble Court was pleased to order and Decree and did Accordingly Order and Decree in favor of the Petitioner as by the Petitioner in his said Petition the same is set forth—

And this Respondent for further Answer to the Petitioners said Petition says he admits that he this Respondent did Exhibit and file his Bill of Complaint in this Honble Court against the Defendants above named upon the ground and for the Relief in the Petitioners said Petition set forth, and this Respondent admits the several process and proceedings had thereon in manner form and substance as by the Petitioner in his said Petition the same is declared stated and set forth and this Respondent admits that upon such proceedings the Cause did on the said thirteenth day of November last past come on to be heard before this Honble Court and that this Honble Court was pleased to Order and Decree and did accordingly Order and Decree in favor of this Respondent as by the Petitioner in his said Petition the same is set forth—

And this Respondent for further Answer to the Petitioners said Petition says he admits that the Petitioner did on or about the second day of the Month of December last past take out a Warrant of Execution on the Decree by him obtained as aforesaid and this Respondent admits that he this Respondent did also on the said second day of the same Month of December last past take out a Warrant of Execution on the Decree by him this Respondent obtained as aforesaid and further that the said two several Decrees were on the same day and at the same time delivered to the Sheriff of the Town of Madraspatnam and that the Sheriff did thereupon in consequence thereof Levy the Sum of Four Thousand five Hundred and fifty three Pagodas fourteen fanams and forty five Cash, and this Respondent admits that the Petitioner might have applied to the said Sheriff to pay him the said Sum of Four Thousand five Hundred and fifty three Pagodas fourteen fanams and forty five

five Cash But this Respondent denies that the Petitioner had or has any preferential Right thereto over this Respondent by reason of the pretence by him the Petitioner in and by his said Petition set up in support thereof Because this Respondent says and thereon humbly insists that the Law knows not, nor will it allow of any distinction between Judgment and Judgment and that a debt on specialty and Simple Contract debt become one and the same upon judgment had thereon and this Respondent says that when two Suitors Complainants obtain Judgments on the same day against the same party Defendant he who first serves the Defendant with Notice thereof that is he who first takes out a Writ of Execution and Executes the same has by such means and such means only a preferential right—

And this Respondent says that as it appears by the Petitioners own shewing and so this Respondent declares the truth to be that the Petitioner and this Respondent upon obtaining the two several Judgments aforesaid did upon the same day take out two several Writs of Execution thereon, that the said two several Executions were upon the same day and at one and the same instant of time delivered into the hands of the Sheriff aforesaid and that the said Sheriff did upon the same day and at one and the same instant of time Execute the same by levying the Sum of Four thousand five Hundred and fifty three Pagodas fourteen fanams and forty five Cash, the property of the above named Defendant and thereupon this Respondent says that agreeable to Law and to reason the Petitioner has no preferential Right whatever in the premises but that therein the right of the Petitioner and this Respondent is Equal—

This Respondent therefore prays the Petitioner said Petition may be dismissed with Costs by this Respondent unjustly sustained and that the said Sheriff may be directed to pay unto this Respondent one moiety or half part of the Sum of Four thousand five Hundred and fifty three Pagodas fourteen fanams and forty five Cash by him the said Sheriff levied as aforesaid—

J Stewart Hall
Jno Hamilton
attys for Respondent.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d. Day of February Anno Domini 1791.

Present

Josias DuPre Porcher Esqr. Mayor
James Call — William Webb
Andrew Ross — John Milford
Ly. Chichly Mitchell — James Amos
Henry Readhead and Benjamin Roebuck
Aldermen

The Mayor and Mr. Alderman Readhead being interested go off the Bench and the Maces are taken away and Mr. Alderman Call takes the Chair.

Duncan Buchanan by his Attornies John Swring Edward Saunders Edward Garrow and Christian William Gerrich — Pets.

Alexander Davidson Forrester Rose Duncan Davidson — Bernard Baine William Balfour John Spalding and Oliver Colt — Defts.

Petition of Duncan Buchanan by his Attornies John Swring Edward Saunders & Edward Garrow and Christian William Gerrich Read —

Answer of Harry Taylor Read —

The Matter in Dispute between the Petitioner and the Respondent coming on to be Argued and Determined this day in the presence of the Attornies on both sides and the Court having had due Consideration thereon doth think fit Order and doth accordingly Order that the Prayer of the Petitioners Petition be over-ruled and that the Sheriff do pay unto the Parties Petitioner and Respondent in Proportion to their respective Claims the Sum Levyed by him out of the Estate and Effects of Duncan Andrew Baine Deceased and it is further Ordered that each party do pay their own Costs —

A true Extract.

Filed 15th Feby 1791.

To the Honble the Mayors Court at Madraspatnam

Between Daddy Nasserwanjee by his attornies William Balfour John Spalding and Oliver Colt Complainants — and Richard Legge Willis Defendant —

The Petition of the above Named Defendant.

Most Humble Sheweth

That I was joined and Rules passed for Examination of Witnesses in the above Cause on Tuesday last the eight Instant —

That James Willis Late of Budding Lane in the City of London Merchant but at present of Lambeth in the County of Surry and Andrew Duncan of London aforesaid Attorney at Law are very material Witnesses on the part and behalf of Your Petitioner in the above Cause and without whose Testimony Your Petitioner is advised and verily believes he cannot with Safety proceed to a Hearing —

That the said James Willis and Andrew Duncan now reside as Your Petitioner is informed and verily believes at their respective Places of Residence above mentioned where they cannot be examined by the Examiner of this Honble Court —

Your Petitioner sheweth further that being at present not within the Jurisdiction of this Honble Court he has not been able to make an Affidavit of the foregoing Facts before the Mayor or any of the Aldermen of this Honble Court But he has sworn to the Truth thereof in an Affidavit hereunto Annexed which has been attested by the Judicial and Official Officers at Tranquebar in the most formal and regular Manner he could procure and the Translation thereof which is also annexed is attested by the Seal and Signature of a Notary Public Resident

Resident also at Tranquebar aforesaid—

Your Petitioner further sheweth that the Truth of the foregoing Petition is further confirmed by the Affidavit of Your Petitioners Attorney at Law who must be supposed Competent to Know what Witnesses are necessary to be examined on the part of Your Petitioner—

Your Petitioner therefore most humbly prays this Honble Court that they will be pleased to order a Commission to Issue directed to Mr. William Drewe of New Inn London Attorney at Law Sir John Mengies of the City of London Baronet William Mackintosh of the City of London Esquire and John Walker of Kensington Square near London Gentleman or to any Two of them or to such other Person or Persons as this Honble Court may direct to receive the Depositions and examine the above Named James Willis and Andrew Duncan on the Part and behalf of Your Petitioner And Your Petitioner shall ever Pray.

P. Walker
Atty: for Petr.

In the Honble the Mayors Court at Madraspatnam

Between Dadoy Nasserwanjee by his attornies William Balfour John Spalding and Oliver Bolt Complainant and Richard Legge Willis Defendant—

The Affidavit of the above Named Defendant

This Deponent Maketh Oath and Saith that James Willis late of Pudding Lane in the City of London Merchant but at present of Lambeth in the County of Surrey and Andrew Duncan of London aforesaid Attorney at Law are very Material Witnesses on the part and behalf of this Deponent in the above Cause and without whose Evidence (this Deponent is advised and verily believes) he cannot with safety proceed to a hearing— This Deponent further Says that the said James Willis and Andrew Duncan now reside (as this Deponent is informed and verily believes) at their respective places of Residence above mentioned when they cannot be examined by the Examiner of this Honble Court—

Rich: Legge Willis

Witness
Wm Mitton

Translation from Danish—

Jens Borgen His Majestys Commissioned auditor, Inferior Judge and Clerk to the Court &c. &c. &c. in Tranquebar, Notifys that—

Year 1790 Tuesday the 7th December met before me Englishman Mr. Richard Legge Willis at the Court House in the Court here in Tranquebar in presence of my engaged Witnesses Jost Gantz and Hans Lund both Inhabitantibid and produced a Deposition drawn up by him in writing and made before Notary Public of this Place Francis Lichtenstein Esquire, in the English Language together with me by Said Notary given Translation of the same in the Danish Language together with more Said Notary Public Thereover exhibited Act of this days date which was read, as following Contains—

In the Honble the Mayors Court at Madraspatnam—

Between Daddy Napenvanjee by his Attornies William Balfour John Spalding and Oliver Colt Complainant and Richard Legge Willis Defendant—

The Affidavit of the above Named Defendant—

This Deponent Maketh Oath and Saith that James Willis late of Pudding Lane in the City of London Merchant but at present of Lambeth in the County of Surry and Andrew Duncan of London aforesaid attorney at Law are very Material Witnesses on the part and behalf of this Deponent in the above Cause and without whose Evidence this Deponent is advised and verily believe he cannot with safety proceed to a hearing, This Deponent further Says that the said James Willis and Andrew Duncan now reside as this Deponent is informed and verily believes at their respective places of Residence above mentioned where they cannot be examined by the Examiners of this Honble Court—

Rich: Legge Willis.

year

Witnesses
Philips Burdon—

Year 1790 the 7th of December met before me undersigned Notary Public of this Place, Englishman Mr. Richard Legge Willis who made before me the herein mentioned Deposition in the presence of Mr. Philip Burdon Witness which in such manner being passed Therewith exhibit under my hand and usual Seal Anno & Die, ut supra—

(L.S.)

Franc. Lichtestein
Notary Public Regis—

The Original English Deposition was signed in the Court and is found hereby annexed / Same Mr. Richard Legge Willis confirmed there after by his publickly making Oath that Said produced this Deposition, was the clear Truth and by himself signed to in the Presence of Mr. Burdon Witness who last mentioned likewise himself was present in the Court and affirmed that Said Mr. Richard Legge Willis had himself signed the same—

Mr. Richard Legge Willis declared further, that the Cause mentioned in his Said Deposition not could proceed without same Deposition—In such Manner being passed, is hereby affirmed under my hand and usual Seal and above mentioned Witnesses Signature—Actum Anno Loco Die ut antea—

Borgen.

Jost Gantz
Hans Lund

Above Translation before me of (L.S.)

(L.S.)

Franc. Lichtestein
Noty. Pub. R.

88.

Filed 15th Febry 1791

In the Honble the Mayors Court at Madraspatnam

Between Daddy Nasservanjee by his Attornies William Balfour John Spalding and Oliver Colt Complainant and Richard Legge Willis Defendant—

The Affidavit of Peter Walker of Fort Saint George Gentleman One of the Attornies of this Honble Court and the Attorney at Law for the Defendant in the above Cause—

This Deponent Maketh Oath and Saith that from the Letters he has seen and from other Information which he has received from his Client the Defendant above Named as well as from the Nature of the Charges & brought forward by the Complainant and the Defence set up by the Defendant it appears to him that James Willis heretofore of Pudding Lane in the City of London Merchant but now of Lambeth in the County of Surry in the Kingdom of Great Britain and Andrew Duncan of London aforesaid Attorney at Law are very material Witnesses on the Part and Behalf of the above named Defendant in the above Cause and without whose Testimony this Deponent is fully of Opinion and verily believes the above named Defendant cannot with Safety proceed to a Hearing— This Deponent further says that the Said James Willis and Andrew Duncan now reside as this Deponent is informed and verily believes at their respective Places of Residence above mentioned where they cannot be examined by the Examiner of this Honble Court—

P. Walker

Sworn to in Court
this 15th Febry 1791.

G. Taylor Regr.

89

Filed the 22d Febry 1791

In the Honble the Mayors Court at Madraspatnam.

Between Daddy Nasservanjee by his Attorney William Balfour John Spalding and Oliver Colt Complainant and Richard Legge Willis Defendant.—

The Affidavit of John Christian Pingel late of Tranquebar but at present of Fort Saint George—Esquire

John Christian Pingel late of Tranquebar but at present of Fort Saint George maketh Oath and Saith that he did see Richard Legge Willis the Defendant above named at Tranquebar Just previous to the Sailing of the Danish Ship the Disco for Europe and this Deponent then resident at Tranquebar at the time of the Sailing of the Said Ship the Disco has heard and verily believes that the Said Richard Legge Willis the Defendant above named did engage a Passage and embark on Board of the Said Ship for Europe And this Deponent further saith that the Said Ship the Disco did Sail for Europe on or about the Eleventh day of the present Month of February—

J.C. Pingel

Sworn to before me
this 21st day of February 1791.

Jas Ball
Senr. Alderman

Stuart Hall
Geo. Hamilton
Attornies for Complt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st. day of March Anno Domini 1796.—

Present

Josias DuPre Porcher Esqr. Mayor
Andrew Ross — John Mitford and
Henry Readhead — Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. Alderman Ross takes the Chair—

Daddey Nasarwanjee by his Attornies William Balfour John Spalding and Oliver Colt
vers.
Richard Legge Willis

A further time of One Week for the Return of the Warrant of Arrest issued against the Defendants Body prayed for and granted—

Petition of the Defendant praying that a Rehearing may be allowed him from the Order of Court of the 22d. Ultimo Read and filed in Court this Day—

The Attorneys for the Complainants Object to a rehearing being granted because a Petition for Rehearing ought to set forth some new Ground to induce the Court to alter their former Resolution and particularly for a Commission for the Examination of Witnesses the prayer for which ought to be founded upon Affidavit

The Court having taken the same into Consideration it is Ordered that a Rehearing be granted and that the same do come on to be reheard on Saturday Next when a full Court is Ordered to be Summoned at 9 Clock in the forenoon and that the Petition with the Extract from the Minutes of Court be sent round for the Perusal of the Several Members—

A true Extract—
G. Taylor Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d. Day of February Anno Domini 1796—

Present

Josias DuPre Porcher Esqr. Mayor
James Ball — William Webb
Andrew Ross — John Mitford
Ly. Chichely Michell — James Amos
Henry Readhead and Benjamin Roebuck
Aldermen

The Mayor Being interested goes off the Bench and the Maces are taken away and Mr. Alderman Ball takes the Chair—

Daddy Nasarwanjee by his Attornies William Balfour John Spalding and Oliver Colt
vers.
Richard Legge Willis

Messrs. James Stuart Hall and John Hamilton Attornies for the Complainants not agreeable to the Order of last Court Day object to the prayer of the Defendants Petition being granted because the affidavit upon which the prayer is grounded is irregular and contrary to the Practice of the Court the same having been taken or Paid to be taken before a Person at Tranquebar which is a foreign Settlement whereas all proceedings before this Court that Require an Oath it is Necessary that such Oath should be Administered before a Judge or under the Authority of this Court as also because it appears from the Defendants Affidavit that the same is Paid to have been Sworn to two Months before Issue was Joined in this Cause—

The Said Attornies in further Support of their objections pray Leave to file the affidavit of John Christian Pingel Sworn to before Mr. Alderman Ball the 21st. Instant from which it appears that the Defendant has absconded from the Jurisdiction of this Court and thereby stands in Contempt thereof in not having obeyed the Order for Bail—Extract from the Minutes of last Court day Read Petition and Affidavit filed last Court day Read Affidavit of John Christian Pingel Read—The Court having taken the same into Consideration it is Ordered that the Petition be over-ruled with Costs—

A true Extract.

Filed 17th June 1788/

To the Honble the Mayors Court at Madraspatnam

Between Dakoo Naick of Madras Inhabitant Complainant and Chinnadoo Naicken of Vepperry Inhabitant Defendant

The Humble Petition of Vencatapatty Naicker of Vepperry Inhabitant

Sheweth

That the said Defendant Chinnadoo Naiken having many Years ago rented a piece of Ground of the proprietor Vencaty Narsimah Naigue who is and long has been the poligar of that District, situated in the Town of Vepperry which said piece of Ground borders upon a Garden belonging to Your Petitioner purchased from the said Poligar Vencaty Narsimah Naigue some time in the Year of Christ One thousand seven Hundred and seventy eight – That the said defendant from a malevolent and unjust disposition has long attempted to injure Your Petitioner in his Property, and has constantly harrassed and distressed him, and at length in order to wrest from Your Petitioner a part of Your Petitioner said Gardon, the said Defendant sometime ago gave a pretended Mortgage Bond of the premises to the said Complainant disposing of a part of Your Petitioners said Ground as if it really and bonâ fide belonged to himself by giving a Bill of Sale to the Complainant and which had been granted to him the said Defendant by one Nullapilla the Poniceply of Vepperry as Original proprietor of the said Ground but who in fact has not nor ever had any right or title whatever therein and this Your Petitioner is able and willing to prove to this Honble Court by the best and most ample Evidence when ever required so to do –

That the said Complainant did on the sixth day of May Last in the Year of Christ One thousand seven Hundred and eight eighty exhibit and file his Bill of Complaint in this Honble Court against the said Defendant for the recovery of the Sum of fifty seven Pagodas and thirty six fanams pretending that the same was due and owing to the said Complainant upon the said pretended Mortgaged Bond and this Defendant appearing thereto acknowledged the

the debt and this Honble Court in consquence thereof did on the thirteenth day of the said Month of May grant a Decree against the said Defendant for the Amount of the said Complainants demand and the term of fourteen days allowed by the Charter having elapsed without the said Defendants satisfying the said decree of this Honble Court was pleased to order on the twenty seventh day of the said Month of May to grant award and issue a Warrant of Execution against the said Ground pretended to have been mortgaged to the said Complainant directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof requiring and Commanding him the said Sheriff to seize upon and sequester the said Ground and by sale thereof to levy the amount of the said Complainants said demand by virtue of which said writ of Execution the said Sheriff did seize upon the premises situated in Vepperry as aforesaid and more particularly described and expressed in the Bill of Sale hereunto annexed for the inspection of this Honble Court Whereas Your Petitioner sheweth unto this Honble Court that the said Premises so far as is stated in the said Annexed Bill of Sale are the undoubted right and Property of Your Petitioner And in order to shew unto this Honble Court such his undoubted right to the said Premises he Your Petitioner prays reference to the said Annexed Bill of Sale the Original of which is in Your Petitioners possession and ready to be produced when required by this Honble Court And Your Petitioner is further enabled to prove his right to such property and established the facts he has advanced by a Number of credible Witnesses –

Your Petitioner therefore most humbly implore the Aid and assistance of this Honble Court in the aforesaid Premises – And most humbly prays this Honble Court will condescend to order the said Warrant of Execution to be superceded as far as relates to the seizure of the Premises and the Sheriffs seal be taken from of the said Premises – And Your Petitioner put in the Quit and peaceable possession and Enjoyment of the same –

And Your Petitioner as in Duty Bound
Shall Ever Pray
J Stuart Hall
Pitr. Atty.

Translation of a Bond of Sale Dated 2d. Vyaudey of Vecurvey Year Answering to anno Domini 12th. May 1773.

I Cannore Vencatanarrasimma Naicker do give this Bill of Sale to Vizury Vencatapetty Naicker Son of Yeadoola Simmana Naick Native to Mr. Benefield. that is to say—

My Cauzel Ground in my Inheritent Village of Situated to the North of Maungolum to the South of Coorsavauchum Road to the East of Chinnadoos Ridge to the West of the Ground Sold to you by me formerly. the Dimension of the small Piece of Ground of Back Yard of my Cauzel lying in the Center of the above Discription measuring from East to West 87½ feet from North to South 95. feet a large Piece of Ground measuring from East to West 57½ feet from North to South 195. feet Consisting 8¾ Manya or Ground. the Amount Price of which at the rate of 8 Pagodas p Ground is 65. for which Sum of Sixty five Pagodas I have finally sold the Premises and fully received the Money. and there is no manner of Interruption or Molestation to this. and in Case there should appear any I shall be Responsible to Clear it. Thus I have voluntarily given this Bill of Sale. Witnesses Simmana Chitty Sheaulah buttion. by their knowledge this Bill of Sale was drawn by Vencatanaurana pin of the same Place.

/Signed/
Vencatanarasima Naick.

Witnesses
Marked Simmana Chitty
Signed Sheaulah buttiondoo

A True Translation as near as can be from the Malebar Language.

/Signed/ Ranganaudom
Interpreter.

A True Copy.
J. Stuart Hall
Pltrs. Atty.

Filed the 19th. Augt. 1788.

In the Honble the Mayor's Court at Madraspatnam

Between Dahoo Naick of Madras Inhabitant and Chinnadoo Naicker of Vepery near Madras aforesaid Inhabitant Defendant

The Answer of Dahoo Naick to the Petition of Vencatapatty Naick aforesaid Inhabitant—

This Respondent admits that he did on the Sixth day of May last in the Year of Christ One Thousand Seven Hundred and Eighty Eight exhibit and file his Bill of Complaint in this Honble Court against the said Defendant for the recovery of the Sum of fifty Seven Pagodas and thirty Six Fanams being justly due from the said Defendant upon his Mortgage Bond but he can by no means admit that the said Mortgage was a pretended one— and this Respondent further admits that the said Defendant appearing thereto acknowledged the Debt and this Honble Court in consequence thereof did on the thirteenth day of the said Month of May grant a Decree against the said Defendant for the amount of this Respondents Demand and the term of fourteen days allowed by the Charter having elapsed without the said Defendants satisfying the said Decree this Honble Court was pleased on the Twenty Seventh day of the said Month of May to grant a Warrant of Execution and the same having issued the Sheriff did by Virtue thereof Seize upon the Ground in question as being the Sole and absolute Property of the said Defendant which this Respondent insists it is in fact and hopes in due time fully to prove the same to the Satisfaction of this Honble Court and this Respondent further answering saith that to prove to this Honble Court the truth of such his Assertion he begs leave to State to them the following particulars which will clearly explain the Title of the Defendant to the Premises in question— From very ancient and remote time of which there

there is no remembrance to the Contrary and of which this Respondent can bring proof for the Space of five Hundred years the property and inheritance of the Ground in question as well as of all the District of Vepery have constantly and uninterruptedly belonged to the Ancestors of Arnachella Pillay and Nellapillay of Vepery Inhabitants who have from time to time sold different pieces of Ground to Several Europeans as well as Natives within the said District and the person purchasing the same from the said Arnachella Pillay and Nella pillay or their Ancestors have ever held and injoyed their respective purchases by virtue of Bills of Sale given by the said Arnachella Pillay and Nella Pillay or their Ancestors without any Interruption or Claim whatever of any other Person thereto Such Bills of Sale being always Considered as an undoubted title to any Ground within the said District — and this Respondent further Answering Saith that the said Arnachella Pillay and Nella Pillay being so seized and possessed of the Ground in question as part of the Lands belonging to the said Village — a Servant of their Family named Janapen had with their permission erected a small Cottage in a part of the said Ground in Question in which he lived and the abovenamed Defendant Chinnaboo Naichen being desirous of purchasing the same did sometime in the Year One Thousand Seven Hundred and Sixty Two agree for the purchase thereof of the said Arnachella Pillay and Nella pillay for the price or Sum of Twenty five Pagodas being five and a half Pagodas for every piece of Ground but before the Sale was Completed the said Janapen represented to the said Arnachella Pillay and Nella Pillay that as he had lived there so long and had built the said Cottage on the part of the Ground he was desirous of buying such part thereof and if they would allow him the time of one Year for Payment he would give the same price for it as the Defendant had offered to which the said Arnachella Pillay and Nella Pillay Consented and informed the said Defendant thereof who in reply thereto represented to the said Arnachella Pillay that he had no Short of Objection to the Proposal of the said Janapen if he could accomplish it but as he was desirous of having the ground if Janapen did not buy it he proposed to

to advance all the Money for the whole Ground and that a Bill of Sale should be made out for it in his Name but with a Condition that if the said Janapen did pay the Money agreed on within a Year that then the part he had agreed for should be made over to him and accordingly a Regular Bill of Sale was made out and executed by the said Arnachella Pillay and Nella Pillay in the presence of Several Credible Witnesses whereby the said Arnachella Pillay and Nella Pillay sold the said Ground in question but it was declard that the said Janapen should live upon it and be responsible for his part of the money as by the said Bill of Sale a Copy of the Translation of which is herewith Annexed for the inspection of this Honble Court and prayed to be taken and Received as part of this his Answer the Original being in his Respondents Possession and ready to be produced when required will more fully and at large appear and this Respondent further Answering says that agreeably thereto the Defendant entered into the quiet and peaceable Possession of the ground in question and the said Janapen continued to live in his said Cottage for the Space of three Years making the Defendant an Acknowledgement by paying him a small Rent and then died but was never able to pay the purchase Money Agreed on nor did the Defendant ever receive any part thereof and upon the Death of the said Janapen the said Defendant agreeably to the Tenor of their agreement did injoy the whole of the Ground in question and has ever since Constantly Continued in the peaceable quit and uninterrupted Possession thereof — This Respondent further answering Saith that at the Date of the said Bill of Sale the present Petitioner who pretends to claim the Ground Leiged or lodged in the House of the said Arnachella Pillay and Nella Pillay and was himself present and knows every Circumstance Concerning the above transaction and did not then pretend to have the Smallest Right or Claim thereto but in the Year One Thousand Seven Hundred and Eighty three the Petitioner having about four Years before bought a House adjoining intruded upon the Ground in Question by force without Shewing any title thereto.

thereto or having any Right to the Premisses and being Countenanced and Supported by the Polygar of the Village he got together a large Number of People and by their Assistance pulled down Hedge that divided his Ground from the Defendant and having brought some large Cocoa Nut Trees of about five or six Years Growth he planted them upon the Ground in Question as if to prove that he had been five or six Years in Possession of the Ground – And this Respondent further answering says that immediately thereupon the Defendant Complained to Mr. Dent then the Justice of the Month who Summoned the said Persons as well as the Polygar to appear before him but instead of Obeying the Summons they thought it better not to appear and absconded and in the mean time privately sent a Message by some of the friends to request the Defendant not to proceed any further with his Complaint but to Settle the matter amicably promising at the same time that they would not pretend again any Claim to the said Ground but that they would give up all pretence thereto and ever after live as friends and Neighbours and allow that they had no Right and that it was the only property of the said Defendant upon which this Defendant being desirous of living with them upon a friendly footing listened to their Entreaties and agreed to drop his Complaint and Settle Matters amicably – but the Petitioners being still desirous of getting possession of the said Ground about a Year after again attempted to enter upon the Ground in question and to set up some pretended Right thereto upon which the Defendant again preferred his Complaint to the Justice of the Month Mr. Saunders who having fully examined into the Matter and Examined every proof that the Petitioner could produce determined in his Judgement that it was clearly the property of the Defendant who has ever since constantly Continued in the peaceable quiet and uninterrupted possession of the same – This Respondent for this answering say that the Petitioner has no sort of pretence or Claim whatever to the Premisses but being possessed of some money and assisted by some powerfull friends he hoped thro such means to enlarge the Extent of his adjoining Grounds by encroaching on those of the said Defendant and procured a

a Bill of Sale to be made out in favor of the Petitioner Subsequent to the Date of the Commencement of the Suit abovementioned but bearing Date long before and requested Two of their friends to attest the same to which they objected as the time did not agree with the Date inserted in the Bill of Sale upon which they did not persist in their request but desired them that if they did not think it proper to attest the said Bill of Sale from the Variance in the Date they would be friend them so far as not to mention to any person that the Petitioner and the Polygar had requested them so to do which they faithfully agreed provided they should not be compelled by course of Law to answer thereto upon which they destroyed the said Bill of Sale in which their Names were inserted as Witnesses and made out a New Bill of Sale in which they inserted the Names of three of the People whom they had before prevailed on to break down the Hedge and who were Servants and Dependants of the said Polygar and ready to do whatever he required of them and who did according to his request write their Names as Witnesses to the said Bill of Sale of which a Copy is annexed to the Petitioner – This Defendant further answering says that this is the real true and exact and naked statement of his Case unaggerated by any Circumstance nor Cloathed with any fact but what he can fully prove whenever required and on such he rests this Defence whereas the pretended claim of the Petitioner is unsupported by any fact not founded on any Evidence and merely an Effort of litigiousness and Malignancy to deprive the Defendant of his undoubted Right –

All which Matters and things this Respondent is ready to prove in such Manner as the Court may think proper and therefore humbly hopes that the Sheriff may be no longer Stayed from Selling the said Premisses but that the same may be sold for Satisfaction of this Respondents Debt and Costs as being the Real and Lawful property of the said Defendant and that the said Petition may be dismissed and the said Petitioner ordered to pay this Respondent his reasonable Costs in this behalf most wrongfully sustained

J. Walker
Atty. for Respt.

Translation of a Bill of Sale Dated 14th Parattauccy of Chittrabaunoo Year Answering to Anno Domini 25th September—

We Arnachella pilla and Nulliah of the Vellage of Vepery do give this Bill of Sale of the Ground to Pully Chinnadoo Mastry of Masclins Garden Inhabitant of Vepery—

Whereas this Day our Ground Situated at Vepery to the West of the Back yard Occupied by Cobauthee Kistnen East to our large Well and the Hollow or Depth of Brick kiln—North to the Hollow lying to the West of Brick Kiln and to the South of Purravaukum Road the Dimension of which Premises Containing from East to West One Hundred and Twenty feet and from North to South Two Hundred feet Which Said Ground We have for and in Consideration of the Sum of 25/ Twenty five Pagodas—sold to You finally and fully received the Money and You are to Enjoy the Said Premises with all the appurtenances thereunto belonging such as Money—Water Trees Stones or Briches &c. from Generation to Generation as long as the Sun and Moon shall exist and there is no Manner of let or Molestation to the same—should there happen any such We bind ourselves to get it Cleared as Jaunapah living in this Ground You are to enjoy both equally and be Responsible to the Person for the Money be Paid Thus We have given You this Bill of Sale of the Ground with our free will and Consent Witnesses Jombaroyer and Pully Andeapen—by their knowledge this Bill of Sale of the Ground was drawn by Voorcanacoo Nulliah—

Witnesses
[Signed] Jombaroyer
Mathee Andeapen

[Signed] Arnachillum—
Nulliah—

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

[Signed] Ranganaudom
Interpreter.

A true Copy.
P. Walker
atty: for Appt.

Witnesses Names
Soorapeen Timmey Chitty
Nellatomby Naig Voylore
Peddoo Naig Tomby
Vencata Naicher Moote-
-alloo Pooven Soorapah
Pettomboo Timmanaido
Poovanah Moodoo Ang-
-arapah

Interrogatories to be Administered to such Witnesses as shall be produced and Sworn and Examined in a certain Matter now depending and at Issue in the Honble the Mayors Court wherein Duchoo Naich Complainant Chinnadoo Naich Defendant and Vencapatty Naig Petitioner.

On the Part and behalf of the Petitioner

1: Interrogatory To all the Witnesses } Do You or you not know the Parties Complainant Defendant and Petitioner in the Title of these Interrogatories Named or either of them—If Yea How long have You so known or either and which of them Particularly Declare to the best of Your Knowledge and belief.

2: Interrogatory To Soorapeen and Timmey Chitty Nellatomby Naig and Voylore Peddoo Naich } Do You or do You not know the Ground Situated at Vepperry to the North of Mangalum to the South of the Purravaukum Road to the East of Chinnadoo's hedge—to the West of the Ground formerly purchased by the Petitioner—If Yea who were then Proprietors—Was or Was not Vencatanarrasimma Naig the Poligar of Vepperry the Proprietor of the Said Ground—Did or did not one Jaunapah come to You and request You to desire Vencatadry Naig the Gomasta of the Said Poligar Vencatanarrasimma Naig to let him have a part of the Premises at a Monthly rent of One fanam per Month or some and what other Sum—Did or did not the Defendant about One Year after Rent the Remainder of the Ground now in question from the Said Vencatadry Naig the Gomasta of the Said Poligar Vencatanarrasimmah Naig through Your means or by the Means of some and what other Person If Yea Did or did not the Said Defendant Continue to pay the Said Poligar a Monthly rent of One fanam in like manner as paid by the Said Jaunapah or how otherwise Do You know or have You ever heard that one Nellah Pillay has or ever had any Said what Right or Title to the Said Premises

Did

Did or did not Your Father in law Jaunapen Vint the Premises for Vencatadry Naig the Gomasta of Vencatanarrasimma Naig the Poligar and Proprietor of Veperoy at the settled Rent of One fanam per Month or at some and what other Rate &c

To Nallasomby Did you or did you not together with Your Father in Law live in the said Premises untill his death or for some and what other space of time Did or did not the said Proprietor sell the said Ground in question to Vencatapatty Naig the Petitioner after the death of Your Father in Law If yea Did you or did You not thereupon go to the said Vencatanarrasimma Naig the Proprietor of the said Village and earnestly request him to let to You some other Ground to You to live on Did or did not the said Poligar thereupon procure the Consent of the said Vencatapatty Naig for You to live on such Ground untill he could spare You some other &c directing You at the same time to carry on Cultivation in the said Ground and pay the Proprietor a Share thereof to the said Vencatapatty Naig If yea did &c you not do so and do You or do You not Continue so to do Did or did not Chinnadoo the Defendant come to You in the Course of the late War and in Order to &c usurp the said Premises from the Lawfull Owner or how otherwise desire You to accompany him to the said Nellah Pillays in order to obtain from him a Bill of Sale in his Name for the Ground now in question as for the Ground rented by the said Defendant from the said Proprietor Vencatanarrasimma Naig If yea Did You or did You not refuse to Consent to the said Proposal as being &c Conscious of the fraudulent Intention of the said Defendant or for some and what other Reason Did or did not the said Defendant thereupon go to the said Nellah Pillay and obtain in his Name a Bill of Sale for the said two Pieces of Ground as if he had purchased the same from the said Nellah Pillay for the Sum of Twenty five Pagodas Did or did not the said Defendant some time afterwards make an Offer to grant You a Bill of Sale in Your Name for the Piece of Ground you lived in Provided You should pay him a Quarter Pagoda per Month towards the Payment of the Value of the said Ground Did You or did You not refuse to Consent to Comply with his request because that it was Illegal and unjustifiable for

for that You were sensible that neither the said Nellah Pillay nor the Defendant hath any manner of Right or Title to the said Grounds since it belonged to the said Poligar Vencatanarrasimma Naig or how otherwise—

3d Interrogatory To Tombu Vencata Naicker } Did or did not Chinnadoo the Defendant come to the House of Vencatanarrasimma Naig accompanyed with two of his East People and declared in Your and their &c Presence that he had rented the Ground now in question from Vencatadry Naig the Gomasta of the said Vencatanarrasimma Naig at the settled Rent of One fanam per Month and Continued to pay the said Rent to the Vencatanarrasimma Naig but that one Nellah Pillay had by Delusion and Imposition received from him &c the Sum of Twenty five Pagodas by granting him a Bill of Sale to the Ground as if it had been actually belonged to him Did or did not the said Defendant &c Chinnadoo declare at the same time that he would receive back the said Money from the said Nellah Pillah and pay the same to the beforementioned Vencatanarrasimma Naig on the Proviso that he would grant him a Bill of Sale to the said Ground—

4th Interrogatory To Mootealoo } Are You or are You not Neighbour to the Defendant Chinnadoo Naig If yea Was you or was You not present when Vencatadry Naig the Gomasta of Vencatanarrasimma Naig the Poligar and Proprietor of Veperoy let the Ground now in &c question to the said Defendant at the fixed Rent of One fanam per Month If yea Is or is not the said Vencatanarrasimma Naig the Proprietor of the said Ground or has the said Nellah Pillay any Right or Title to the said Ground—

5th Interrogatory To Proveen. } Did or did not the Defendant Chinnadoo live in the Ground now in question for Rent If yea to whom did he pay the Rent and at what Rate Did You or did you not some time Collect the said Rent from the Defendant on Account of Your Principal the said Vencatadry Naig or for what other Reason—

6th Interrogatory To Suriapah Pettombo Timmanaidoo Coovanah Moodoo and Angarahah } Has Nellah Pillay any right what ever to sell or dispose of any &c Poligar Lands in the said Districts of Veperoy has he any hereditary or other and what Privilege therein Setforth and declare the same and &c every part thereof as you Know have heard and do believe with the Reasons for such

such your Relief

7th Interrogatory Do or is not Vencatanarrasimma Naig the Poligar of Vepury and has he or has he not Do Do the sole and exclusive right of selling and disposing of all common or Poligar Lands in that District and particularly the premises in question or how otherwise—

To the Last Interrogatory Do You know of any other matter or thing or have Ysard or can you set forth any thing touching the Matters in question in this Cause that may tend to the benefit and Advantage of the Complainant besides what you have been before Interrogated If you declare the same fully and at Large as if you had been thereunto particularly Interrogated.

J Stuart Hall
Atty for Defr.

Mayor's Court at Madraspatnam

Between Duchoo Naick Complainant & Chinnadoo Naick Defendant and Vencatapatty Naig Petitioner—

On the Part of the Petitioner—

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

Soorapen Inhabitant of Vepury aged Seventy Years or thereabouts—being produced as a Witness in this Affair On the Part of the Petitioner was on the Nineteenth Day of June One Thousand Seven Hundred and eighty Nine Sworn and Examined at the Office of Mr. Peter Wellher who is Attorney for the Respondent by one of my Servants 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 Duchoo Naick in this Cause, and that he hath so known him twenty Years or thereabouts—and that he doth know the Defendant Cinnadoo Naick in this Cause and that he hath so known him about the same time—and that he doth know the Petitioner Vencatapatty Naig in this Affair, and that he hath so known him about

about thirty Years—And more he saith not to this first Interrogatory—

2d ..... To the Second Interrogatory this Deponent saith, that he doth know the Ground & Situated at Vepury to the North of Maingolum to the South of the Curawarchum road to the East of Chinnadoos hedge—to the West of the ground formerly purchased by the Petitioner—and further saith, that Vencatanarrasimma Naig was the Proprietor of the said Ground this Deponent saith, that one Jaunapah did come and request him to desire of Vencatadry Naig the Gomastah of the said Poligar Vencatanarrasimma Naig to let him have a part of the premises at a Monthly rent—and further saith, that the said Jaunapah did accordingly tend in the said premises and pay a Monthly rent of one fanam & Month—This Deponent saith that the Defendant did about one Year after Rent the remainder of the ground now in question from the said Vencatadry Naig the Gomastah of the said Poligar Vencatanarrasimma Naig through his own means—and further saith, that the said Defendant did continue to pay the said Poligar a monthly rent of one fanam in like manner as paid by the said Jaunapah this Deponent saith that Nellah Pillay never had any right or title to the said premises—and further saith that Jaunapah did rent the premises from Vencatadry Naig the Gomastah of Vencatanarrasimma Naig the Poligar and Proprietor of Vepury at the settled rent of One fanam & Month—and more he saith not to this Second Interrogatory—

4th ..... To the Sixth Interrogatory this Deponent saith that Nellah Pillay hath not any right whatever to sell or dispose of any Polligar Lands in the said Districts of Vepury and further saith, that he hath not any hereditary or other priviledges and more he saith not to this Sixth Interrogatory—

5th ..... To the Seventh Interrogatory this Deponent saith, that Vencatanarrasimma Naig is the Poligar of Vepury—and further saith, that he has the sole and exclusive right of selling and disposing of all common or Poligar Land in that District and particularly the premises in question—and more he saith not to this or to the last Interrogatory—

Mark + of Soorapen.

Joseph Greaves
Clerk

Mayors Court at Madraspatnam

Between Duchoo Naick Complainant Chinnadoo Naick Defendant and Vencatapatty Naig Petitioner—

On the Part of the Petitioner

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

Timmy Chitty Son of Vepury Aged Sixty Years or thereabouth— being produced as a Witness in this affair On the Part of the Petitioner was on the Nineteenth day of September One Thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Peter Walker who is Attorney for the Respondent by Casavah 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 does not know the Complainant Duchoo Naick in this Cause, and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so known him thirty Years or thereabouth— and he doth know the Petitioner Vencatapatty Naig in this Affair, and that he hath so known him forty Years or thereabouth and more he saith not to this first Interrogatory—

2 ..... To the second Interrogatory this Deponent saith that he doth know the Ground situated at Vepury to the North of Mungolum to the South of the Peroumaul-kum road to the East of Chinnadoo hedges— to the West of the Ground formerly purchased by the Petitioner— And further saith, that one Vencata Narrasima Naig the Poligar of Vepury was then the proprietor— this Deponent saith that one Jaunapah came to him and requested that he would desire Vencatadry Naig the Gomastah of the said Poligar Vencatanarrasimma Naig to let him have a part of the premises at a monthly rent— and further saith that the said Jaunapah did Accordingly live on the said premises, and pay a Monthly rent of one fanam & Month— this Deponent saith that the Defendant did about one Year after rent the remainder of the Ground now in

in question from the said Vencatadry Naig the Gomastah of the said Poligar Vencatanarrasimah Naig the Gomastah of the said Poligar Vencatanarrasimah Naig through the means of one Jonapah this Deponent saith, that the said Defendant did continue to pay the said Poligar a Monthly rent of one fanam in like manner as paid by the said Jonapah and further saith, that he hath never heard that one Nellah Pillay had or ever had any right or title to the said premises this Deponent saith that one Jonapah / tho' not father in Law to the Deponent / did rent the premises from Vencatadry Naig the Gomastah of Vencatanarasimma Naig the Poligar and Proprietor of Vepury at the settled Rent of one fanam & Month— and more he saith not to this Second Interrogatory—

3d ..... To the Sixth Interrogatory this Deponent saith Nellah Pillay has no right whatever to sell or dispose of any Poligar Lands in the said District of Vepury and further saith, that he hath no hereditory right or privilege, independent of his Poroopliship— and more he saith not to this Sixth Interrogatory—

4th ..... To the Seventh Interrogatory this Deponent saith, that Vencatanarrasimma Naig is the Poligar of Vepury— and further saith that he has the sole and exclusive right of selling and disposing of all common or Poligar Lands in that District and particularly the premises in question— and more he saith not to this or to the last Interrogatory—

The
Mark O of
Timmy Chitty

Joseph Shawe
Cl. Ct.

Mayors Court at Madraspatnam

Between Duchoo Naick Complainant Chinnadoo Naick Defendant and Vencatapatty Naig Petitioner—

On the Part of the Petitioner

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

Nellatomby Naig— Gardner of Vepury Aged forty Years or thereabouth— being produced as a Witness in this affair On the Part of the Petitioner was on the twentieth day of May One Thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Peter Walker who is attorney for

for the Respondent by one of my Servants 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 does not Know the Complainant Duckoo Naick in this Cause, and that he doth Know the Defendant Chinnadoo Naick in this Cause; and that he hath so Known him twenty Years or thereabouts And that he doth Know the Petitioner Vencatapatty Naig in this Affair, and that he hath so Known him twenty five Years or thereabouts— and more he saith not to this first Interrogatory.—

2..... To the second Interrogatory this Deponent saith, that he doth Know the Ground situated at Vepery to the North of Mangdum, to the South of the Cumarasekum Road to the east of Chinnadoo's Hedge to the West of the Ground formerly purchased by the Petitioner— and further saith that the Poligar Vencatanarrasimma Naig was the Proprietor— This Deponent saith, that one Zannapah did not come to him and request that he would desire Vencataby Naig the Gomastah of the said Poligar Vencatanarrasimma Naig to let him have a part of the premises at a monthly rent— and further saith, that the said Zannapah did live in the said premises and pay a Monthly rent of one fanam This Deponent saith, that the Defendant about one Year after, did rent the remainder of the Ground now in question from the said Vencataby Naig the Gomastah of the said Poligar Vencatanarrasimma Naig, through the means of one Peroual Naig— and further saith, that the said Defendant did continue to pay the said Poligar a Monthly rent of one fanam in like manner as Paid by the said Zannapah During the space of three Years— This Deponent saith that he hath never heard that one Nellah Pillay had ever any right or title to the said premises— and further saith that his father in Law Zannapah did rent the premises from Vencataby Naig the Gomastah of Vencatanarrasimma Naig the Poligar and Proprietor of Vepery at the settled rent of one fanam p Month— and further saith that he did live with his father in Law in the said premises untill his death and moreover saith that he still continues to live there. This Deponent saith, that the said Proprietor

Proprietor did sell the said ground in question to Vencatapatty Naig the Petitioner after the death of his father in Law— and further saith, that he did go to the said Vencatanarrasimma Naig the Proprietor of the said Village and earnestly request him to let him (this Deponent) have some other ground to live on this Deponent saith, that the said Poligar did thereupon procured the consent of the said Vencatapatty Naig for him to live on such ground until he could procure him some other & directing him at the same time to carry on Cultivation in the said ground and pay the Proprietor Share thereof to the said Vencatapatty Naig and further saith, that he did so— and that he doth continue so to do This Deponent saith Chinnadoo the Defendant did come to him in the course of the Late War, in order to usurp the said premises from the Lawful Owner, and that he did desire him this Deponent to accompany him to the said Nellah Pillay's in order to obtain from him a Bill of Sale in his Name for the ground now in question, as for the Ground rented by the said Defendant from the said Proprietor Vencatanarrasimma Naig— and further saith that he did refuse to consent to the said proposal as being conscious of the fraudulent Intention of the said Defendant, This Deponent saith that the said Defendant did thereupon go to the said Nellah Pillah and obtain in his Name a bill of Sale for the said two pieces of ground as if he had purchased the same from the said Nellah Pillah for the Sum of Twenty five Pagodas and further saith that the said Defendant did some time afterwards make an offer to grant him a Bill of Sale in his Name for the piece of Ground he lived on provided this Deponent should pay him a quarter Pagoda p Month towards the payment of the value of the said ground This Deponent saith that he did refuse to consent to comply with his request because that it was illegal and unjustifiable, for that he was sensible neither the said Nellah Pillah nor the Defendant hath any manner of right or title to the said Grounds since it belonged to the said Poligar Vencatanarrasimma Naig— and further saith not to this or to the Last Interrogatory—

Joseph Shaw
&c:

Mark + of
Nellatomby Naig.

Mayors Court at Madraspatnam

Between Duchoo Naick Complainant Chinnadoo Naick Defendant and Vencatapatty Naig Petitioner.—

On the Part of the Petitioner.

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

Voylore Peddoo Naig Pion of Vepury Aged Sixty Years or thereabouth—being produced as a Witness in this affair On the Part of the Petitioner was on the twenty first Day of September One Thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Peter Walker who is Attorney for the Respondent by Casavah 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 Duchoo Naick in this Cause, but that he doth know the Defendant Chinnadoo Naig in this Cause, and that he hath so known him from the period of Mons. Lally Seige of Madras—and that he doth know the Petitioner Vencatapatty Naig in this affair and that he hath so known him thirty Years or thereabouth—and more he saith not to this first Interrogatory—

2.....To the Second Interrogatory this Deponent saith, that he doth know the Ground situated at Vepury to the North of Mangalam to the South of the Cussavancherum road, to the East of Chinnadoo's hedge—to the West of the ground formerly purchased by the Petitioner—and further saith that Vencatanarrasimma Naig the Poligar of Vepury was the Proprietor of the said ground, this Deponent saith that one Jaunnapah did come to him and request of him to desire Vencatadry Naig the Gomasta of the said Poligar Vencatanarrasimma Naig to let him have a part of the premises at a Monthly rent—and further saith, that the said Jaunapah did accordingly live in the said premises and pay a monthly Rent of one fanam p Month this Deponent saith that the Defendant did about one Year after rent the remainder of the Ground now in question from the said Vencatadry Naig

Naig the Gomasta of the said Poligar Vencatanarrasimmah Naig, but not thro this Deponents means—and further saith, that the said Defendant did continue to pay the said Poligar a Monthly rent of one fanam in like manner, as paid by the said Jaunapah this Deponent saith that he doth not know or hath ever heard that one Nillah Pillay has ever had any right or title to the said premises—and further saith, that Jaunapah, but not his Father in Law, did rent the premises from Vencatadry Naig the Gomastah of Vencatanarrasimma Naig the Poligar and proprietor of Vepury at the settled rent of one fanam p Month—and more he saith not to this or to the last Interrogatory—

The X Mark
of Voylore Peddo Naig

Joseph Shaw
Cler.

Mayors Court at Madraspatnam

Between Duchoo Naick Complainant Chinnadoo Naick Defendant and Vencatapatty Naig Petitioner.

On the Part of the Petitioner—

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

Mootialoo a Pion of Madras Aged thirty five Years or thereabouth—being produced as a Witness in this affair On the Part of the Petitioner was on the Nineteenth Day of June One Thousand Seven Hundred and eight Nine Signified at the Office of Mr. Peter Walker who is Attorney for the Respondent by one of my Servants 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 Duchoo Naick in this Cause, and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so known him twenty Years or thereabouts and that he doth know the Petitioner Vencatapatty Naig in this affair, and that he hath so known him from his this Deponents Infancy—and more he saith not to this first Interrogatory—

4th.....To the fourth Interrogatory this Deponent saith, that he is Neighbour to the Defendant Chinnadoo Naig—and further saith, that he was present when Vencatadry Naig the Gomastah

Gomastah of Vencatanarrasimma Naig the Poligar and proprietor of Vepery let the Ground now in question to the Defendant at the fixed rent of one fanam & Month This Deponent saith, that the Said Vencatanarrasimma Naig is the proprietor of the Said ground — and that the Said Nellah Pillay has no right or title to the Said ground — and further saith not to this or to the last Interrogatory —

Mark The ⊖ of Mootealloo

Joseph Shaw
Ex.

Mayor's Court at Madraspatnam.

Between Duchoo Naick Complainant Chinnaboo Naick Defendant and Vencatapatty Naig Petitioner —

On the Part of the Petitioner —

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

Pooven a Taliar of Vepery Aged forty Years or thereabouts — being produced as a Witness in this Affair On the Part of the Petitioner was on the Sixteenth Day of May One thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Peter Walker who is Attorney for the Respondent by one of my Servants 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 does not Know the Complainant Duchoo Naick in this Cause, and that he doth know the Defendant Chinnaboo Naick in this Cause and that he hath so known him twenty Years or thereabouts and that he doth Know the Petitioner Vencatapatty Naig in this affair and that he hath so known him thirty Years or thereabouts and more he saith not to this first Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that the Defendant Chinnaboo did live in the Ground now in question for Rent — and further saith that he paid Rent One fanam & Month to the Gomastah of the Poligar of Vepery This Deponent saith that some time he did collect the said rent from

from the Defendant on Account of his principal the Said Vencatabry Naig — and further saith not to this fifth Interrogatory —

6th ..... To the Sixth Interrogatory this Deponent saith that Nellah Pillay hath no right whatever to sell or dispose of any Poligar Lands in the Said Districts of Vepery — and further saith that he hath no hereditary privilege excepting that which appertains to his Conoceplidship — and more he saith not to this Sixth Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent saith, that Vencatanarrasimma Naig is the Poligar of Vepery — and further saith, he hath the Sole and exclusive right of selling and disposing of all Common or Poligar Lands in that District, and particularly the premises in question — and more he saith not to this or to the last Interrogatory —

Mark The ⊖ of Pooven

Joseph Shaw
Ex.

Mayor's Court at Madraspatnam

Between Duchoo Naick Complainant Chinnaboo Naick Defendant and Vencatapatty Naig Petitioner.

On the Part of the Petitioner —

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

Pettomboo Husbandman of Vepery Aged fifty Years or thereabouts — being produced as a Witness in this affair On the Part of the Petitioner was on the Eighteenth Day of May One thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Peter Walker who is Attorney for the Respondent by one of my Servants who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he does not Know the Compt. Duchoo Naick in this Cause, and that he doth know the Defendant Chinnaboo Naick in this Cause, and that he hath so known him about twenty five years and that he doth know the Petitioner Vencatapatty Naig in this affair. and that he hath so known him thirty Years or thereabouts — and more he saith not to this first

first Interrogatory.—

6th ..... To the Sixth Interrogatory this Deponent saith that Nellah Pillay has no right or whatever to sell or dispose of any Polligar Lands in the Said District of Vispery and further saith that he injoys no other privileges but those annexed to his Conicopolyship— And more he saith not to this Sixth Interrogatory—

7th ..... To the Seventh Interrogatory this Deponent saith Vencatanarrasimma Naig is the Poligar of Vispery— and further saith, he hath the sole and exclusive right of selling and disposing of all common or Poligar Lands in that District, and particularly the premises in question— and further saith not to this or to the last Interrogatory—

Joseph Shawe
Sworn

Mayor's Court at Madraspatnam

Between Duchoo Naick Complainant & Chinnadoo Naick Defendant and Vencatapatty Naig Petitioner—

On the Part of the Petitioner—

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

Moodoo— Pion of Vispery Aged forty or thereabouts— being produced as a Witness in this affair On the Part of the Petitioner was on the twentieth day of May One thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Peter Walker who is attorney for the Respondent by one of my Servants 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 Interrog this Deponent saith, that he does not know the Compts. Duchoo Naick in this Cause— and that he doth know the Defendant Chinnadoo Naick in this Cause— and that he hath so known him twenty Years or thereabouts and that he doth know the Petitioner Vencatapatty Naig in this affair and that he hath so known him forty Years or thereabouts— and more he saith not to this first Interrogatory— 6th

6th ..... To the Sixth Interrogatory this Deponent saith, that Nellah Pillah has no right whatever to sell or dispose of any Polligar Lands in the Said District of Vispery— and further saith that the only privilidge he injoys is merely that which is annexed to his Conocopolyship— and more he saith not to this Sixth Interrogatory—

7th ..... To the Seventh Interrogatory this Deponent saith, that Vencatanarrasimma Naig is the Poligar of Vispery— and further saith that he has the sole and exclusive right of selling and disposing of all common or Poligar Lands in that District, and particularly the premises in question— and further saith not to this or to the last Interrogatory—

Joseph Shawe
Sworn

The ✕ Mark of Moodoo

Mayor's Court at Madraspatnam

Between Duchoo Naick Complainant Chinnadoo Naick Defendant and Vencatapatty Naig Petitioner

On the Part of the Petitioner—

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

Angarapah Husbandman of Peddmootoor Aged fifty Years or thereabouts— being produced as a Witness in this affair On the Part of the Petitioner was on the Eighteenth Day of May One thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Peter Walker who is attorney for the Respondent by one of my Servants 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 does not know the Complainant Duchoo Naick in this Cause, and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so known him twenty Years or thereabouts and that he doth know the Petitioner Vencatapatty Naig in this Affair, and that he hath so known him thirty Years or thereabouts— and more he saith not to this first Interrogatory—

6th ..... To the Sixth Interrogatory this Deponent saith, that Nellah Pillay has no right whatever

whatever to sell or dispose of any Poligar Lands in the said District of Vepury &
and further saith that the Priviledges belonging to the Concopaliship are the
only ones he enjoys — and more he saith not to this sixth Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent saith, that Vencatanarrasimma Naig
is the Poligar of Vepury — and further saith, that he hath the sole and exclusive
right of selling and disposing of all common or Poligar Lands in that District
and particularly the premises in question — and further saith not to this or
to the last Interrogatory —

The
Mark ∧ of
Singarapah

Joseph Thawe
Ext.

Vydeanauda Pillay
Appoo Pillay
Veeraugoovan
Cundapondaseruon
Nulla Pillay
Moodue Naicken
Boomeyaucharry
Patcha
Coosppanen
Mylappen
Janan
Jandava Moodelly

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Matter now in Dispute between Vencatapaty Naig of Vepury Inhabitant Petitioner and Dakoo Naicken of Madras Inhabitant Respondent in the Cause wherein the said Dakoo Naick is Complainant and Chinnadoo Naick of Vepury aforesaid Inhabitant Defendant —

On the Part and Behalf of the Respondent —

To all the Witnesses 1st ... Do You or do You not know the Parties above Named any and which of them if Yea how long have You known them any and either of them Declare —

Vydeanauda Pillay
Appoo Pillay } 2d ... Do You or do You not know the District of Vepury are You or are You not the Inhabitants of the Village of Vepury — if Yea how long have You Inhabited there — does the Inheritance thereof belong to Arroonachellum Pillay and Nulla Pillay or not or to whom else does the said Inheritance belong — have You or have You not been informed by Your Parents and other old People who are now Dead that the Inheritance of the said Village

Village of Vepury has always belonged for the Space of Five Hundred Years &
or some other Very long time to the said Arroonachella Pillay and Nulla Pillay
and their Ancestors — have or have not the said Arroonachella Pillay and Nulla
Pillay and their Ancestors before them sold different Pieces of Ground from
time to time and mention at what particular time to Several Different
Persons as well Europeans as Natives which Pieces of Ground are belonging to
and made a Part of the said Village or District of Vepury — if Yea Did or did
not the Persons that purchased the same Pay a Valuable and what Consideration
to the said Arroonachella Pillay and Nulla Pillay for their purchases and
Did they or did they not by Virtue of the Bills of Sale given them by the
said Arroonachella Pillay and Nulla Pillay or either Administrators quietly
enjoy their Purchases without any Interruption or Claim of any other Person
whatever if Yea have or have not such Bills of Sale been always Considered as an
undoubted title to any Ground within the said District Declare —

Veeraugoovan
Cundapondaseruon } 3d ... Did You or did You not know one Janappen if Yea was he or was he not
a Servant in the Family of the said Arroonachella Pillay and Nulla Pillay did
he or did he not Build a Small House or Cottage on the Part of the Ground
now in Dispute with the Permission of Arroonachella Pillay and Nulla Pillay
if Yea did he or did he not live therein — did or did not the above Named Defendant
Chinnadoo Naicken some time in the Year One Thousand Seven Hundred and
Sixty Two or in some other and what Year Agree for the purchase of the said
Piece of Ground now in Dispute from the said Arroonachella Pillay and Nulla
Pillay for the Price or Sum of Twenty five Pagodas or for some other and what
sum of Money if Yea — did or did not the said Janappen before the Sale was
Completed or at some other and what time Represent to the said Arroonachella
Pillay and Nulla Pillay that as he had lived there so long and built the said
Small House he was desirous of buying such Part thereof — and that if they would allow
him the time of One Year for Payment he would give the same price for it as the
Defendant had Offered or what other Representation or words did pass between the
said

said Janappen the said Aroonachella Pillay and Nulla Pillay Respecting the said Ground did or did not the said Aroonachella Pillay and Nulla Pillay consent to come such & find what proposals from the said Janappen and inform the said Defendant thereof who agreed thereto – if Yea did or did not the said Defendant Propose that as the said Janappen might not be able to buy it he would advance all the money for the whole Ground and the Bill of Sale should be made out for it in his Name but with this Condition that if the said Janappen should pay the Money agreed on within & the Year that then the Part he agreed for should be made over to him or what other Proposal did he make relative to the said Ground Declare –

Nulla Pillay ..... 4th Look at the Cadjan now shown to You Marked A. and subscribed & with the names of Aroonachellum and Nullayah are or are not the said two & Names of the Proper hand writing of the said Aroonachella Pillay and Yourself or of one and which of You – if Yea was or was not the same duly Executed in like manner as other Bills of Sale are accustomed to be executed and did You or did & You not believe at the time of the said Bill of Sale being Executed that the said Aroonachella Pillay and Yourself or one and which of You had full Power to grant the premises to the Person mentioned therein – Declare –

Veeraugoovan & Cundapundaram } 5th ... Did the Defendant or did he not upon the said Bill of Sale being signed enter into the Possession of the Ground in Question and did or did not the said Janapen continue to live in the small House that he had built if Yea – did he or did he not pay the Defendant some small Rent and how much for the same – did he or did he not live there till his Death – did he or did he not ever Pay the & purchase money agreed on or any part thereof – if may did or did not the Defendant receive the same or any and what Part thereof – did the Defendant or did he not upon the Death of the said Janapen enjoy the whole of the Ground in Question and has he or has he not continued constantly since in the peaceable quiet and uninterrupted possession thereof Declare –

Veeraugoovan & Cundapundaram } 6th ... at the time the said Aroonachella Pillah and Nulla Pillah signed the Bill of Sale being in the Month of September One Thousand Seven Hundred and

and Eighty Two – did or did not the Petitioner lodge in the House and was he or was he not present when the same was signed and did he or did he not know every Circumstance about the same – did he or did he not pretend to have any Right & or Claim thereto Declare –

Moodie Naicken & Cooiny Auchaury } 7th ... Did the Petitioner or did he not ever pretend any Claim thereto till about four or five Years since and did he or did he not set up such Claim in Consequence of his having purchased a House adjoining thereto – did he or did he not some time after purchasing the said House forcibly enter upon the Ground in Question – if Yea did he or did he not at the time of such & entry show any Title or Right thereto was he or was he not supported in such his Entry by many Riotous and disorderly People – if Yea – did they or did they not by force pull down the Hedge that seperated his Ground from the Defendants if Yea – did he or did he not bring some large Cocoanut Trees of 5 or six Years & Growth or some other and what large Trees and plants them upon the Ground in Question – if Yea did he or did he not do so with the intent to prove that he had been some Years in the Possession – Declare –

Putchay Cuppanan & Mylapien } 8th ... Did or did not the Defendant some time in the Year One thousand Seven Hundred and Eighty Two Complaint to Mr. Dent Justice of the Month – if Yea did or did not Mr. Dent summon the Polligar and the other Parties to appear before him – did they or did they not privately send Messages by some of their friends to request the Defendant not to proceed any further with his Complaint but to settle Amicably if Yea – did the Petitioner or did he not at the same time promise that he would not again lay Claim to the Ground in Question and did or did not the Polligar under whom the Petitioner now Claims promise the same and did they or did they not allow that the Defendant alone had the Right in Question if Yea was or was not the Dispute thereupon settled amicably and the Defendant ordered withdraw his Complaint Declare –

Veeraugoovan & Pulcha ..... } 9th ... Did or did not the Petitioner some time in the Year One & Thousand Seven Hundred and Eighty four enter a second time by force upon the Ground

Ground in Question and did or did not the Defendant thereupon Complaine to Mr Saunders the justice of the Month if yea or did not Mr Saunders Examine into the Matter and see every proof the Petitioner could produce – if yea did or did not Mr Saunders after such Examination determine it to be the Property of the Defendant – if yea has or has not the Defendant Constantly Continued in the peaceable and quit Possession thereof ever since Declare –

Moodue Naichen & Jaseca } 10th Do you or do You not believe that the Premisses in Question are the property of the Defendant and that the Petitioner has no right or Claim thereto – did or did not the Petitioner procure a Bill of Sale to be made out in his favor if yea – at what time did that happen – was it or was it not after the Commencement of the present Suit if yea was or was not such Bill of Sale Dated back so as to appear to have been made long before if yea what was the Difference between the Date it bore and the real time it was Signed – did the Petitioner or did he not request of You or either and which of you or whomsoe by name to Attest the same – if yea – did You or did You not object thereto because the Date inserted in the Bill of Sale did not agree with the time of its being executed or why else did You not attest the same – did the Petitioner or did he not desire You not to mention the Transaction to any body – and did the Petitioner or did he not thereupon Destroy the Bill of Sale in which Your names had been inserted as Witnesses and make out a new Bill of Sale and insert therein the Names of three other People if yea – Declare whose names – and every particular thereof –

Moodue Naichen & Sanda Moodaly – } 11th Do you or do You not know Timmoos Chitty Sheaulah Butten and Venkatanarainapen the Persons whose Names are inserted as Witnesses in the Bills of Sale now Produced – if yea are they or are they not Servants and Dependants of the Petitioner as well as of the Poligar of the Village – do You or do You not believe that they would be unwilling to refuse any Request made to them by the Petitioner and the said Poligar – Declare –

To all the Witness ..... 12th Do You know or can You set forth any other Matter or thing Material for

for the Respondent in this Matter – If yea – Declare the same as You know or do believe together with the Reasons of such Your knowledge and Belief –

P. Walker
Atty. for Respondent.

This Exhibit Marked A was shown to Nulla Pillay at the time of his Examination before me On the Part of the Respondent In a Certain Matter now depending In the Honble the Mayors Court at Madraspatnam wherein the Said Venkatapaty Naick Petitioner Dakoo Naick Respondent and Chinnadoo Naick Defendant was on the 30th Day of May Anno Domini 1789.

Joseph Shawe
Esqr.

A

Translation of a Bill of Sale Dated 14th Carataussy of Chittrabannoo Year Answering to Anno Domini 29th September 1762.

We Arunachella Pilla and Nulliah of the Village of Vepury do give this as Bill of Sale of the Ground to Pully Chinnadoo Mastery of Masclins Garden Inhabitant of Cadavore—

Whereas this day our Ground Situated at Vepperay to the West of the as Back Yard Occupied by Cobau three Pistoen. East to our large Well and the Hollow or Depth of Brickiln. North to the Hollow lying to the West of Brick Kilns and to the South of Purssaravakum Road the Dimension of which Premises Containing from East to West One Hundred and Twenty feet and from North to South Two Hundred feet Which said Ground We have for and in Consideration of the Said Sum of 125 Twenty five as Pagodas sold to You finally and fully received the Money and you are to Enjoy the said Premises with all the Appurtenances thereunto belonging such as Money Water Trees Stones or Bricks &c. from Generation to Generation as long as the Sun and Moon shall exist—and there is no manner of Let or Molestation to the same—Should there happen any such We bind ourselves to get it Cleared as Jaunapah living in this as Ground you are to enjoy both equally and be Responsible to the Cuson for the Money he paid—Thus We have given You this Bill of Sale of the Ground with our free as will and Consent Witness Sondavarayen and Pully Andeapen by their Knowledge this Bill of Sale of the Ground was drawn by Voorcadaigoo Nulliah—.

/Signed/ Arunachellaem
Nulliah—

Witnesses
Signed Sondavarayen
Markes Andeapen

A true translation as near as can be from the Malabar Language
Ranganaudom
Interpr.

Mayors Court at Madraspatnam

Between Venkatapatty Naick of Vepery Inhabitant Petitioner and Duckoo Naicken of Madras Inhabitant Respondent In the Cause wherein the Said Duckoo Naick is Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant

On the Part of the Respondent

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

Vydenauda Pillah Writer of Madras Aged thirty three Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the Sixth Day of July One thousand Seven Hundred and eighty Nine Signified at the Office of Mr. Thomas Stuart Hall who is Attorney for the Petitioner by one of my Servants 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—.

To the first Interrogatory this Deponent saith, that he doth know the Complainant Duckoo Naick in this Cause, and that he hath so known him five Years or thereabouts and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so known him four Years or thereabouts—and that he doth know the Petitioner Venkatapatty Naick in this Affair, and that he hath so known him twelve Years or thereabouts—And more he saith not to this as first Interrogatory—

To the Second Interrogatory this Deponent saith that he doth know the as District of Vepery but that he is not an Inhabitant of the Village of Vepery—And further saith, that the Inheritance of Vepery doth belong to Arunachella Pellay and Nulla Pillay this Deponent saith that he hath been informed by his parents and other old People who are now dead, that the Inheritance of the Said Village of Vepery has always belonged for the Space of five Hundred Years to the Said Arunachella Pillay and Nulla Pillay and their Ancestors—and further saith, that he doth know that the Said Arunachella Pillay and Nulla Pillay have sold different Pieces of Ground from time to time for the space of ten Years as past

past to different persons as well Europeans as Natives, which pieces of Ground are belonging to and made a part of the said Village of Vepery but that he doth not know of any grounds of the said Village having been sold by their Ancestors. This Deponent saith, that the person who purchased the same usually paid from twenty to Sixty Pagodas & Conny's to the said Arroonachella Pillah and Nulla Pillah for their purchases – And further saith, that they did by virtue of the bill of Sale given them by the said Arroonachella Pillay and Nulla Pillay or their Administrators, quietly enjoy their purchases without any Interruption or claim of any other person whatever. This Deponent saith, that such bills of Sale have always been considered as an undoubted title to any ground within the same District – And more he saith not to this or to the last Interrogatory.—

Vyhenadah.

Joseph Shawe
Esqr

Mayors Court at Madraspatnam

Between Vencatapaty Naick of Vepery Inhabitant Petitioner and Dakoo Naick in of Madras Inhabitant Respondent in the Cause wherein the said Dakoo Naick is Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant.

On the Part of the Respondent.

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

Appoo Pillay Coniceply of Madras Aged thirty Years or thereabouts – being produced as a Witness in this Affair on the Part of the Respondent was on the twenty Seventh Day of July One Thousand Seven Hundred and eighty Nine Signified at the Office of Mr. James Stuart Hall who is Attorney for the Petitioner by one of my Servants 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 Compt Ducka

Duckoo Naick in this Cause, and that he hath so known him ten Years or thereabouts – and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so known him ten Years or thereabouts – and that he doth know the Petitioner Vencatapathy Naick in this Affair and that he hath so known him ten Years or thereabouts And more he saith not to this first Interrogatory.—

2d ..... To the Second Interrogatory this Deponent saith, that he doth know the District of Vepery – and that he was formerly an Inhabitant thereof, where he resided four or five Years – and further saith, that the Inheritance thereof doth belong to Arroonachella Pillay and Nulla Pillay, This Deponent saith, that he hath been informed by his parents and other old people, who are now dead, that the Inheritance of the said Village of Vepery has always belonged for the space of five hundred Years to the said Arroonachella Pillay and Nulla Pillay and their Ancestors – And further saith the said Arroonachella pillah and Nulla pillay and their Ancestors before them did sell different pieces of ground from time to time, and that the said Arroonachella Pillay and Nulla Pillay have sold different pieces of ground belonging to the District of Vepery both to Europeans and Natives This Deponent saith, that the persons who purchased the same did pay a valuable consideration to the said Arroonachella Pillah and Nulla pillay for their purchases – and further saith, they did by Virtue of the bills of Sale given them by the said Arroonachella Pillay and Nulla Pillay or their Administrators quietly enjoy their purchases without any interruption or claim of any person whatever, This Deponent saith, that such bills of Sale have always been considered as an undoubted title to any ground within the said District – and more he saith not to this or to the last Interrogatory.— 1/24 29 07 07

Joseph Shawe
Esqr.

Mayor's Court at Madraspatnam

Between Vincatapatty Naick of Vepery Inhabitant Petitioner and Dahoo Naicken of Madras Inhabitant Respondent in the Cause wherein the said Dahoo Naick is Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant—

On the Part of the Respondent—

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

Veerangooran Husbandman of Vepery Aged forty Years or thereabouts—being produced as a Witness in this Affair On the Part of the Respondent was on the twenty fourth Day of July One Thousand Seven Hundred and eighty Nine Signified at the Office of Mr. James Stuart Hall... who is Attorney for the Petitioner by one of my Servants 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 Dachoo Naick in this Cause, and that he hath so Known him thirty Years or thereabouts and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so Known him about thirty five Years— And that he doth Know the Petitioner or Vincatapatty Naick in this Affair and that he hath so Known him thirty Years or thereabouts And more he saith not to this first Interrogatory—

3d ..... To the third Interrogatory this Deponent saith, that he did Know one Jonappen who was a Servant in the family of Arroonachella Pillay and Nulla Pillay— and further saith, that he did build a small house or Cottage on the part of the ground now in dispute with the permission of Arroonachella Pillay and Nulla pillah, and that he the said Jonapan did live therein, this Deponent saith, that the above Named Defendant Chinadoo Naick did some time in the Year One Thousand Seven Hundred and Sixty two agree for the purchase of the said Piece of ground now in dispute from the said Arroonachella pillah and Nulla Pillay for the Sum of twenty five Pagodas— and further saith, the said Jonappen did before

before the Sale was completed represent to the said Arroonachella pillah and Nulla pillay that as he had lived there so long and built the said small house, he was desirous of buying such part there of— and that if they would allow him the time of One Year for payment he would give the same price for it as the Defendant had offered— this Deponent saith, that the said Arroonachella pillay and Nulla pillay consented to such proposal from the said Jonappen and inform the said Defendant there of— who agreed thereto— and further saith, that the said Defendant did propose that as the said Jonappen might not be able to buy it, he would advance all the money for the whole ground and the Bill of Sale should be made out for it in his Name but with this condition that if the said Jonappen should pay the Money agreed on within the Year, that then the part he agreed for, should be made over to him and more he saith not to this third Interrogatory—

5th ..... To the fifth Interrogatory this Deponent saith that the said Defendant did upon the said bill of Sale being Signed enter into the possession of the ground in question— and that the said Jonappen did continue to live in the small house that he had built— and further saith, that he did pay the Defendant a small rent for the same— and that he did Live there till his death This Deponent saith that the said Jonappen did never pay the purchase money agreed on or any part thereof— and further saith, that the defendant did upon the death of the said Jonappen enjoy the whole of the ground in question— and that he has continued constantly since in the peaceable quiet and uninterrupted possession thereof— and more he saith not to this fifth Interrog:

6th ..... To the sixth Interrogatory this Deponent saith, that at the time the said Arroonachella pillah and Nulla pillay signed the bill of Sale being in the Month of September One Thousand Seven Hundred and eighty two— the said Petitioner did lodge in the house, and that he was present when the same was Signed and further saith that he did know every circumstance about the same— and that he did not pretend to have any right or Claim thereto— and more he saith not to this Sixth Interrogatory—

7th ..... To the Ninth Interrogatory this Deponent saith, that the Petitioner did some time in the Year One Thousand Seven Hundred and Eighty four enter a second time by force

force upon the ground in Question – and that the Defendant thereupon complained to Mr. Saunders the Justice of the Month – This Deponent saith that Mr. Saunders did examine into the matter and see every proof the Petitioner could produce – and further saith that Mr. Saunders after such examination determined it to be the property of the Defendant – and that the Defendant has constantly continued in the property of the Defendant – and that the Defendant has constantly continued in the peaceable and quiet Possession thereof – and more he saith not to this or to the last Interrogatory. ⁊c.

Mark ✝ of Veeraugoovan

Joseph Shaave
Exr.

Mayor's Court at Madraspatnam

Between Vencatapaty Naick of Vepery Inhabitant Petitioner and Dakoo Naiken of Madras Inhabitant Respondent In the Cause wherein the said Dakoo Naick is Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant –

On the Part of the Respondent –

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

Pundaponda urum Coniceply of Vepery Aged fifty Years or thereabouts – being produced as a Witness in this Affair On the Part of the Respondent was on the twenty Ninth Day of July One Thousand Seven Hundred and eighty Nine Sworn and Examined at the Office of Mr. James Stuart Hall who is Attorney for the Petitioner by one of my Servants 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 Dakoo Naick in this Cause, and that he hath so known him twenty five Years or thereabouts – and that he doth know the Defendant Chinnadoo Naick in this Cause and that he hath so known him thirty Years or thereabouts – and that he doth know the Petitioner Vencatapaty Naick in this Affair, and that he hath so known him thirty Years or thereabouts – and more he saith not to this first Interrogatory –

2d ..... To the third Interrogatory this Deponent saith, that he did know one Tanappen –

and

and that he was a Servant in the family of the said Aroonachella Pillay and Nulla pillah – and further saith, that he did build a small house or Cottage on the part of the ground now in dispute with the permission of Aroonachella pillay and Nulla pillah and that he did live therein This Deponent saith, that the above named Defendant Chinnadoo Naicken did some time in the year One thousand seven hundred and Sixty two agree for the purchase of the said piece of ground now in dispute from the said Aroonachella Pillay and Nulla pillah for the price of Seven of twenty five Pagodas and further saith, that the said Tanappen did before the Sale was completed represent to the said Aroonachella Pillaah and Nulla pillay that as he had lived there so long and built the said small House, he was desirous of buying such part thereof and that if they would allow him the time of one Year for payment he would give the same price for it as the Defendant had offered. This Deponent saith, that the said Aroonachella pillah and Nulla pillah did consent to some such proposal from the said Tanappen and informed the said Defendant thereof, who agreed thereto and further saith, that the said Defendant did propose that as the said Tanappen might not be able to buy it he would advance all the money for the whole ground, and the bill of Sale should be made out for it in his Name, but with this condition; that if the said Tannappen should pay the money agreed on with in the Year, that then the part he agreed for, should be made over to him – and more he saith not to this third Interrogatory –

4th ..... To the fifth Interrogatory this Deponent saith, that the Defendant did upon the bill of Sale being signed enter into the Possession of the Ground in question – and that the said Tanappen did continue to live in the small house that he had built and further saith, that he did pay a small rent for the same but doth not recollect how much, and that he did live there till his death – This Deponent saith, that the said Tannappen did not ever pay the purchase money agreed on, or any part thereof – and further saith that the Defendant did upon the death of the said Tanappen enjoy the whole of the ground in question – and that he has continued constantly since in the peaceable quiet and uninterrupted Possession thereof –

and

And more he saith not to this fifth Interrogatory—

6th ..... To the sixth Interrogatory this Deponent saith, that at the time the said Aroonachella pillah and Nulla Pillah signed the bill of sale being in the Month of September One Thousand Seven Hundred and eighty two the Petitioner did lodge in the House and further saith that he was present when the same was signed—and that he know every circumstance about the same. This Deponent saith, that he did not pretend to have any right or claim thereto—and more he saith not to this or to the last Interrogatory—

Joseph Shaw
Esr.

Mayor's Court at
Madraspatnam

Between Vencatapatty Naick of Vepery Inhabitant Petitioner and Dahoo Naiken of Madras Inhabitant Respondent in a Cause wherein the said Dahoo Naick is Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant—

On the Part of the Respondent—

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

Nulla Pillah Conicoply of Vepery Aged fifty five Years or thereabouts—being produced as a Witness in this affair On the Part of the Respondent was on the thirtieth day of May One Thousand Seven Hundred and eighty three Sworn at the Office of Mr. James Stuart Hall who is Attorney for the Petitioner by one of my Servants 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 Duchoo Naick in this Cause, and that he hath so Known him twenty Years or thereabouts and that he doth Know the Defendant Chinnadoo Naick in this Cause and that he hath so known him thirty Years or thereabouts—and that he doth Know the Petitioner Vencatapathy Naick in this Affair, and that he hath so known him thirty five Years or thereabouts—and more he saith not to this first Interrogatory—

4th

4th ..... To the fourth Interrogatory this Deponent saith, that he hath looked at the Cadjan now shown to him marked A. and subscribed with the Names of Aroonachellum and Nullayah,—and that the said two Names are of the proper hand writing of the said Aroonachella Pillay and himself—and further saith, that the same are duly executed in like manner as other Bills of sale are accustomed to be executed This Deponent saith, that he did believe at the time of the said Bill of sale being executed that the said Aroonachella Pillay and himself had full power to grant the premisses to the Person mentioned, therein—And more he saith not to this or to the last Interrogatory—

Joseph Shaw
&c.

Mayor's Court at
Madraspatnam

Between Vencatapatty Naick of Vepery Inhabitant Petitioner and Dahoo Naiken of Madras Inhabitant Respondent in the Cause wherein the said Dahoo Naick Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant—

On the Part of the Respondent—

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

Moosue Naicken, Gardener of Coomeswar covil Aged thirty three Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the thirtieth day of May One Thousand Seven Hundred and eighty three Sworn at the Office of Mr. James Stuart Hall who is Attorney for the Petitioner by one of my Servants 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 Duchoo Naick in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so known him twenty Years or thereabouts—and that he doth Know the Petitioner Vencatapaty Naick in this affair—and that he hath so known him ten Years or

or

or thereabouts— and more he saith not to this first Interrogatory—

7th ..... To the Seventh Interrogatory this Deponent saith, that the Petitioner did not ever pretend any claim to the Ground in question till about four or five Years since and further saith, that he did set up a claim in consequence of his having purchased a House adjoining thereto— this Deponent saith, that he did some time after purchasing the said house forcibly enter upon the Ground in question— and further saith, that he did not at the time of such entry shew any Title or right thereto and he was supported in such his entry by many riotous and disorderly People— this Deponent saith, that they did by force pull down the hedge that separated his Ground from the Defendants— and further saith, that he did bring some large Cocoa Nut Trees of five or six Years growth, and plant them upon the ground in question— and that he did so with the intent to prove, that he had been some Years in possession— and more he saith not to this Seventh Interrogatory—

8th 10. ..... To the tenth Interrogatory this Deponent saith, that he doth believe that the premises in question are the property of the Defendant, and that the Petitioner has no right or claim thereto— and further saith, that the Petitioner did procure a bill of Sale to be made out in his favor— and that it was after the commencement of the present Suit, this Deponent saith, that such bill of Sale was out dated so as to appear to have been made long before— and further saith, that the difference between the date it bore, and the real time it was signed was ten Years this Deponent saith, that the Petitioner did request of him and also of One Moorachan Pakatauen to attest the same— and further saith, that he did object thereto because the date inserted in the bill of Sale did not agree with the time of its being executed— and for the reason of its having been purchased by the Defendant from one Annapillay this Deponent saith that the Petitioner did desire him not to mention the transaction to any body— and further saith that the Petitioner did thereupon destroy the bill of Sale in which their Names had been inserted as Witnesses, and make out a New Bill of Sale and insert therein the Names of three other People— and more he saith not to this tenth Interrog:

11th

11th ..... To the Eleventh Interrogatory this Deponent saith, that he doth know Vinno Chitty Shenulah Button and Vencatanarrainapen the persons whose Names are insisted as Witnesses in the Bill of Sale now produced— and further saith, that they are Servants and Dependants of the Petitioner as well as of the Poligar of the Village this Dept. saith he doth believe that they would be unwilling to refuse any request made to them by the said Petitioner, and the said Poligar— and more he saith not to this or to last Interrogatory—

Joseph Shaw
Ex.

his
Mark
of Moodoo Naicken.

Mayor's Court at Madraspatnam

Between Vencatapatty Naick of Vepery Inhabitant Petitioner and Dahoo Naicken of Madras Inhabt. Respondent In the Cause wherein the said Dahoo Naick is Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant.

On the Part of the Respondent.

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

Putcha, a Dealer in Sheep Inhabitant of Vepery Aged twenty four Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the twenty ninth Day of July One thousand Seven Hundred and eighty Nine Sworn at the Office of Mr. James Stuart Hall who is Attorney for the Petitioner by one of my Servants 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 Compt. Duchoo Naick in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Chinnadoo Naick in this Cause and that he hath so known him fifteen Years or thereabouts— and that he doth know the Petitioner Vencatapatty Naick in this affair and that he hath so known him twelve Years or thereabouts— and more he saith not to this first Interrogatory—

2th

8th ..... To the Eighth Interrogatory this Deponent saith, that the Defendant did some time in the Year One Thousand Seven Hundred and eighty two complain to Mr. Dent Justice of the Month — and further saith, that Mr. Dent did summon the Poligar and the other parties to appear before him, this Deponent saith, that they did privately send Messages by some of their friends to request the Defendant not to proceed any further with his Complaint but to settle amicably — and further saith that the Petitioner did at the same time promise that he would not again lay claim to the ground in question — and that the Poligar under whom the Petitioner now claims did promise the same — this Deponent saith, that they did allow that the Defendant alone had the right in question — and further saith, the dispute hereupon was settled amicably and the Defendant ordered to withdraw his Complaint and more he saith not to this Eighth Interrogatory —

9th ..... To the Ninth Interrogatory this Deponent saith, that the Petitioner did some time in the Year One Thousand Seven Hundred and eighty four enter a second time by force upon the ground in question — and further saith, that the Defendant did thereupon complain to Mr. Saunders the Justice of the Month this Deponent saith that Mr. Saunders did examine into the matter and see every proof the Petitioner could produce — and further saith that Mr. Saunders after such examination did determine it to be the property of the Defendant — this Deponent saith, that the Defendant has constantly continued in the peaceable and quiet profession thereof ever since — and more he saith not to this or to the last Interrogatory —

Joseph Thawe
Ext.

Mayor's Court at Madraspatnam

Between Vencatapaty Naick of Vepery Inhabitant Petitioner and Dahoo Naicken of Madras Inhabitant Respondent in the Cause wherein the said Dahoo Naick Complainant and Chinnadoo Naick of Vepery aforesaid Inhabitant Defendant —

On the Part of the Respondent —

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

Coopramen Gardiner of Vepery aged thirty five Years or thereabouts — being produced as a Witness in this Affair On the Part of the Respondent was on the twenty Second Day of August One Thousand Seven Hundred and eighty Nine Signified at the Office of Mr. James Stuart Hall who is Attorney for the Petitioner by one of my Servants 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 Dahoo Naicken in this Cause, and that he hath so known him ten Years or thereabouts — and that he doth know the Defendant Chinnadoo Naicken in this Cause, and that he hath so known him fifteen Years or thereabouts and that he doth know the Petitioner Vencatapaty Naick in this Affair and that he hath so known him ten Years or thereabouts and more he saith not to this first Interrogatory —

8th ..... To the Eighth Interrogatory this Deponent saith, that the Defendant did some time in the Year One Thousand Seven Hundred and eighty two complain to Mr. Dent Justice of the Month — and further saith, that Mr. Dent did summon the Poligar and the other Parties to appear before him, this Deponent saith, that they did privately send messages by some of their friends to request the Defendant not to proceed any further with his Complaint, but to settle amicably — and further saith that, the Petitioner did at the same time promise that he would not again lay claim to the Ground in question, this Deponent saith that the Poligar under whom the Petitioner now claims did promise the same — and that they did allow.

allow that the Defendant alone had the right in question, and further saith, that the dispute hereupon was settled amicably, and the Defendant ordered to withdraw his Compleint – and more he saith not to this or to the last Interrogatory –

Joseph Chaave
Interpr.

The + Mark
of
Copranen –

Mayor's Courtat
Madraspatnam

Between Vencatapaty Naick of Vepury Inhabitant Petitioner and Duckoo Naicken of Madras Inhabitant Respondent in the Cause wherein the said Dukoo Naick is Complainant and Chinnadoo Naick of Vepury aforesaid Inhabitant Defendant
On the Part of the Respondent –

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

Janan Horsekeeper of Vepury Aged forty Years or thereabouts – being produced as a Witness in this affair On the Part of the Respondent was on the twenty fourth Day of July One thousand Seven Hundred and eighty Nine Signified at the Office of Mr James Stuart Hall who is Attorney for the Petitioner by one of my Servants 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 Compltt. Duckoo Naick in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Chinnadoo Naick in this Cause, and that he hath so known him twenty Years or thereabouts – and that he doth know the Petitioner Vencatapetty Naick in this affair, and that he hath so known him twenty Years or thereabouts – and more he saith not to this first Interrogatory –

10th ..... To the tenth Interrogatory this Deponent saith, that he doth believe that the premises

premises in question are the property of the Defendant, and that the Petitioner has no right or claim thereto – and further saith, that the Petitioner did procure a bill of Sale to be made out in his favor – which took place after the commencement of the present suit – this Deponent saith, that such bill of Sale was dated back so as to appear to have been made long before – and further saith, that the difference between the date it bore, and the real time it was signed – was ten Years – and that the Petr. did request this Deponent and one Verah Ragava to attest the same – this Deponent saith, that he did object thereto, because the date inserted in the bill of Sale did not agree with the time of its being executed – and further saith, that the Petitioner did desire him not to mention the transaction to any body. this Deponent saith that the Petitioner did thereupon destroy the Bill of Sale in which his Name had been inserted as a Witness and made out a New bill of Sale and insert therein the Names of three other people whose Names this Deponent doth not recollect – and more he saith not to this or to the last Interrogatory –

Joseph Chaave
Interpr.

The
Mark of
Janan

Mayor's Courtat
Madraspatnam

Between Vencatapaty Naick of Vepury Inhabitant Petitioner and Dukoo Naicken of Madras Inhabitant Respondent in this Cause wherein the said Dukoo Naick is Complainant and Chinnadoo Naick of Vepury aforesaid Inhabitant Defendant –
On the Part of the Respondent –

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

Jandava Moodelly, Gardener of Vepury Aged thirty one Years or thereabouts – being produced as a Witness in this affair On the Part of the Respondent was on the twenty Ninth Day of July One thousand Seven Hundred and eighty Nine Signified at the Office of Mr James Stuart Hall who is Attorney for the Petitioner by one of my Servants who also left him a Note of the Name

Name Title and Place of abode of the said Deponent and afterwards on the same Day being sworn and Examined Deposith as follows[th]—

I[st]. To the first Interrogatory this Deponent saith, that he doth Know the Complainant Duchoo Naick in this Cause, and that he hath so known him fifteen years or thereabouts and that he doth know the Defendant Chinnadoo Naick in this Cause and that he hath so known him fifteen years or thereabouts—and that he doth know the Petitioner Vencatapatty Naick in this affair and that he hath so known him fifteen years or thereabouts— and more he saith not to this first Interrogatory—

11[th]. To the Eleventh Interrogatory this Deponent saith, he doth Know Timmoo Chitty Sheaulah Buttun and Vencatanarainapen, but that their Names are not inserted as Witnesses in the Cadjan Bill of Sale now produced—but Knows that the above=named persons have signed their Names as Witnesses to a Cadjan Bill of Sale granted by the Poligar of Vipery to the Petitioner—and further saith, that they are Servants and Defendants of the Petitioner, as well as of the Poligar of the Village This Deponent saith, he believes that they would be unwilling to refuse any request made to them by the Petitioner and the Said Poligar—and more he saith not to this or to the Last Interrogatory—

Joseph Shaw
Clk.

The
Marck X of
Tambaven Moodelly.

Translation of a Bill of Sale Dated 2. Vyaussy of Vecaurcy Year Answering to Anno Domini 12[th] May 1778.

I Coonoore Vencatanarrasimma Naicker do give this Bill of Sale to Vapary Vencatapatty Naicker Son of Yeddoola Timmana Naick Butler to Mr. Banfield That is to say—

My Cauvel Ground in my Inheritant Village of Vapary Situated to the North of Maungalum to the South of Coorsavaukum Road to the East of Chinnadoo's Ridge to the West of the Ground Sold to You by me formerly the dimension of the small Piece of Ground of Back Yard of my Cauvel lying in the Center of the above Discriptions measuring from East to West 87½ feet from the North to South 95 feet—a large Piece of Ground measuring from East to West 57½ feet from North to South 195 feet Consisting 3¾ Manjy or Ground the Amount Price of which at the rate of 8[th] ... Pagodas the Ground is 65 for which Sum of Sixty five Pagodas I have finally sold the Premises and fully received the Money—and there is no manner of Interruption or Molestation to this, and in Case there should appear any I shall be Responsible to Clear it Thus I have voluntarily given this Bill of Sale Witnesses Timmoo Chitty and Sheaulah buttun by their Knowledge this Bill of Sale was drawn by Vencatanarainapen of the same Place—

Signed Vencatanarasimma Naick

Witnesses
Marked Timmoo Chitty
Signed Sheallah buttoodoo

A True Translation as near as can be from the Malabar Language
Ranganaudom
Interpreter.

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 26th Day of February Anno Domini 1791.

Present

Josias DuPre Porcher Esqre Mayor

Andrew Ross. and Benjamin Roebuck

Aldermen

Dakoo Naick

Chinnadoo Naicken.

Petition of Vencatapatty Naicker with Copy of an Exhibit Annexed Read.

Answer with Copy of the Translation of a Bill of Sale annexed Read.

Interrogatories on the part of the Petitioner Read.

Nine Depositions taken thereunto Read The Witness No. 5. did not appear for Examination

Interrogatories on the part of the Respondent with a Bajan Writing and a Translate thereof annexed Read.

Ten Depositions taken thereunto Read The Witnesses No. 7. & 10. did not appear for Examination.

One Exhibit on the part of the Petitioner Read.

The Matter in dispute between the Petitioner Vencatapatty Naicker and the Respondent Coming on to be Argued and Determined this day in the presence of the Attornies on both Sides and on due Consideration had thereon This Court doth think fit to Order and doth accordingly Order that the Petitioners Petition be held good, that the Sheriffs Seals be taken off the Premises in dispute and that the Respondent do pay all Costs of this Suit.

A True Extract

Filed 28th Augt 1784.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Jones of Madras Inhabitant, That Munnewachum Chingel Roy Myley Soobramony and Callambackum Ninneiyapah of the same Place Inhabitants Executors of the Last Will and Testament of Wonatore Nellapah Late of Madras Inhabitant Deceased Stand justly and truely indebted unto Your Orator as Executors aforesaid in the full and just Sum of One Hundred and fifty Eight Star Pagodas thirty five Fanams and 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 Sixty three Pounds Ten Shillings and two Pence or thereabouth as will more fully and at large Appear by the Copy 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 Orators Bill of Complaint the Original thereof being in Your Orators Custody and ready to be produced to this Honble Court when he shall be thereunto Required the Several Articles therein charged and Credited having been agreed to and acknowledged to be Just by the Said Munnewachum Chingal Roy Myley Soobramony and Callambackum Ninneiyapah as Executors aforesaid And Whereas Your Orator hath frequently and in an Amicable manner requested the Said Munnewachum Chingel Roy Myley Soobramony and Callambackum Ninneiyapah as Executor aforesaid to pay him the Said Sum of One Hundred and fifty Eight Star Pagodas thirty five Fanams and Eight Cash.

But now so it is May it Please this Honble Court that the Said Munnewachum Chingal Roy Myley Soobramony and Callambackum Ninneiyapah obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the same Your Orator therefore prays a General Relief and such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the Said Munnewachum

Chingel

Chungel Roy Mylay Soobramoney and Callumbachum Nencapah Executors of Moorattoor Nellapah Deceased

Bengal Cast full the first and perfect Known made to all and Singular the Matters and things herein before set forth 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 Lord to pay unto your Orator the aforesaid Sum of One Hundred and fifty eight Star Pagodas Twenty five Fanams and Eight Cash together with all such Interest as now is or shall hereafter become due thereon and also all Cost of this Suit.

May it Please the Right Honble Court to cause the said Chinnamachum Chungel Roy Mylay Soobramoney and Callumbachum Nencapah to be Summoned and required to the Sheriff of Fort St. George Town of Chandrapatnam and the District thereof personally to the said after this Right Honble Court at a certain time and Place Law by this Right Court hereafter and appointed, then and there to answer the Plaintiffs Bill of Complaint and further to stand to and abide by such Order and Decree therein as this Right Honble Court shall seem Meet

28th August 1784.

Peter Walker
Atty for Compt.

Let the Defendants do answer the Plaintiffs Bill of Complaint on the Day of Agreement Let Summons Issue and returnable Next Court Day.

John Maltby Chairman.

Dr. Munnenachum Chungel Roy Mylay Soobramoney and Callumbachum Nencapah Executors of Moorattoor Nellapah Deceased in account Current with Thomas Ivis ..... Cr.

1780 Sept.	6	To Cash lent on the Deceased Note to Edward Bartlett of this Date and by him endorsed to me		100		1781 Janry	19	By Cash Received in Bengal Rupees 100 @ the Exchange of 4 Rupees & every Star Pagodas		25	
Octr.	19	To Do. Do. Do.		50		1782 June	16	By Cash Received from Permaul at Tranquebar		5	
				150		1784 May	11	By Goods received from You as Executors to the Deceased		19	
1784 Augt.	19	To Interest on the above Sums to this Day @ 12 ℔ Cent ℔ Annum				Augt.	19	By Interest on the above Sums to this Day @ 12 ℔ Cent ℔ Annum			
		On Pagodas 100 for 3 yr 11 m 13 d	47	12				On Pags. 25 for 3 yr 7 m " d	10	33	60
		50 Do. 3 10 "	23					on 5 for 2 2 3	1	13	40
				70	12			on 19 for " 3 3	25	52	
				220	12						12 27 72
											61 27 72
								By Balance Due			158 35 8
		Pagodas		220	12				Pagodas	220	12

Madras 19th August 1784.

Errors Excepted ℔ signed Thomas Ivis

a True Copy.
Peter Walker
atty for Compt.

Filed 26th Octr 1784.

The Answer of Maruvvacheum Chingle Raj Myley Soobramoney and Cellambacheum Minaksh Executors of the last Will and Testament of Wooratoor Nellapah deceased to the Bill of Complaint of Thomas Ives—

These Defendants Now and at all times hereafter saving and Reserving to themselves all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties insufficiencies and imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as these Defendants are advised to Materially Concern them to make Answer unto they these Defendants Answer and say that they as Executors of the said Wooratoor Nellapah Absolutely deny to stand & indebted unto the said Complainant in the Sum of One Hundred and Fifty Eight Pagodas thirty five fanams and eight Cash as is most unjustly Stated and Set forth in the Complainants Bill of Complaint and in the Account Current Annexed or in any other Sum or Sums of money whatsoever but on the Contrary the said Complainant stands Justly Indebted unto these Defendants as Executors of the said Wooratoor Nellapah in the Sum of Seventy Nine Pagodas Eight fanams and Twenty Cash as will more fully appear by an Account Current made up by these Defendants from the Books of Accounts and Vouchers of the said Wooratoor Nellapah Copy whereof is hereunto Annexed for the Inspection of this Honble Court and Prayed by these Defendants to be taken as Part of this their Answer—And these Defendants further say that the said Wooratoor Nellapah in his Life time never had any Dealings or Concerns with the said Complainant But these Defendants say that the said Wooratoor Nellapah had Several dealings and Concerns with one Edward Bartlet with whom it appears in the Accounts of the said Wooratoor Nellapah that he had received the Sum of One Hundred Pagodas and Passed his Note for the same on or about the Sixth day of September which was in the Year of our Lord One Thousand Seven Hundred and Eighty But these Defendants say it does not appear in any Books or Accounts of the said Wooratoor Nellapah that

that he had ever Received the fifty Pagodas which the Complainant had unjustly debited in the Account Current Annexed to his said Bill of Complaint And these Defendants further say that the said Wooratoor Nellapah had soon afterwards that is to say on or about the fourth day of November which was in the Year One Thousand Seven Hundred and Eighty One Provided the said Edward Bartlet with Piece Goods to the Amount of Seventy five Pagodas and Seventy One fanams as will appear by an Invoice in the own hand writing of the said Wooratoor Nellapah which is now in the Possession of these Defendants and Ready to be produced to this Honble Court when Required and these Defendants say that the said Invoice of Piece Goods was Acknowledged by the Concerns of the said Wooratoor Nellapah to be true, and the said Piece Goods were Provided and delivered by the said Wooratoor Nellapah to the said Edward Bartlet—These Defendants further say that it appears in the Account of the said Wooratoor Nellapah that he Paid Ten Pagodas on Account, to the said Edward Bartlet and these Defendants have also found amongst the Vouchers of the said Wooratoor Nellapah a List of Books Received by the said Edward Bartlet from the Wooratoor Nellapah which is in the own hand Writing of the said Edward Bartlet upon which these Defendants have set a Price of Fifteen Pagodas as the fair Value thereof—These Defendants therefore say that before the said Wooratoor Nellapah had Closed up and Settled his Accounts with the said Edward Bartlet and Received back the said Note for One Hundred Pagodas he departed this Life and therefore the said Edward Bartlet had taken the Advantage to assign over the same to the said Complainant—These Defendants further say that they are uninformed as to the Nineteen Pagodas for which the said Complainant has given Credit in the Account Current Annexed to his Bill of Complaint and which he says was for Goods Received from these Defendants as Executors to the said Deceased Nellapah for these Defendants say that they have not nor hath any One for them to their Knowledge Sold or Provided any Goods on their Account as for Account of the said Estate for the said Complainant or to the said Edward Bartlet—and these Defendants say that the Account Current Annexed to these Defendants Answer was first shewn to the said Edward Bartlet and these Defendants demanded

the

the Balance due thereon from the said Edward Bartlet who Promised this Defendant to Examine first the Account Either to Pay such Balance or Receive the Same from the said Edward Bartlet to the Estate.

All which Matter and things this Defendant are ready and willing to verify Maintain and Prove as this Honble Court shall direct and Humbly Pray that the Bill of Complaint he hence dismissed with Cost and Defendant may be hence Dismissed with his reasonable Costs.

Dyson
Attys for Defts

Dr. Edward Bartlet in account Current with Manavaraham Chingel Roy Mayley & Subramoney Callumbachum Nainiapah } Cr.
Executors named in the Last Will and Testament of Wooratoor Nellapah Deceased

1781 January	14th	To Cash Paid Gan at Bengall by Jowanah 100 Rupees		25			1780 Octr.	6th	By Cash Received from Edward Bartlet as of Deceased Nellapah account		100
		@ 4 Rupees of a Pagoda on Deceased Nellapahs Account									
Novr.	4	To Piece Goods bought for You as of Nellapah his Own hand Writing account		75	21		1784 Octr.	30	By Interest on the above Sum to this day at 12 of Cent of Annum		48 35
		To Cash paid You on the above date by Nellapah		10					On Pagl 100 for 4 4 25		
	8	To 6 Books as of Your Receipt to Nellapah Valued		15						148	35
1782 June	6th	To Cash paid You by Jellisinga Pillah on Nellapahs account at Tranquebar		5					By Balance	29	8 20
				130	21						
1784 Octr.	30th	To Interest on the above Sums to this day at 12 of Cent of Annum									
		On Pagl 25	for 3 4	8 m	12 d	11 m	4 d	16 c			
		do 75 21	for 2	10	27	29	35	22			
		do 15	for 2	10	23	5	9	2			
		do 5	for 2	3	15	1	15	60			
						47	22	20			
		Pagodas				177	43	20		Pagodas	177 43 20

Madras 30th September 1784

A true Copy.

Popham

Filed 8th March 1785.

The Replication of Thomas Ives of Madras Inhabitant to the Answer of Munnewa-ckum Chingalroy Myley Soobramoney and Cottombackum Nimiapah Executors of the last Will and Testament of Moreetoor Nallapah Deceasd

The said Repliant saving and reserving to himself all & Advantages of Exceptions to the Incertainties and Insufficiencies of the said Defendants Answer for Replication saith in all and every the Matters and things in and by his said Bill of Complaint he hath already said and will aver Justify maintain and prove the said Bill of Complaint and all and every the Matters & said things therein Contained to be true Certain and Sufficient in such manner and form as the same are therein and thereby Setforth and Declared and that the Answer of the said Defendants is very untrue and insufficient in the Law to be replied unto and this Repliant for further Replication saith that he doth still insist and Maintain that the said Defendants as Executors of the said Moratoor Nallapah stand justly and truely indebted unto him this Repliant in the sule and just Sum of One Hundred and fifty Eight Star Pagodas thirty five fanams and Eight Cash, Current Money of Madras as the same is Setforth and Stated in this Repliants Bill of Complaint and Account Current thereunto Annexed Notwithstanding what the said Defendants have in their said Answer Setforth to the Contrary And this Repliant for further Replication saith that the said Defendants have admitted that their Testator received of one Edward Bartlet the Sum of Four Hundred Star Pagodas and Passed his Note of hand for the Amount thereof which Note is regularly endorsed to this Repliant and a Valuable Consideration given for the same (as by a Copy thereof and of such Endorsement hereunto Annexed for the Inspection of this Honble Court and which this Repliant Prays may be admitted as part of this his Replication will fully appear) and having also admitted in their Account the Sum of forty Eight Pagodas and thirty five fanams for Interest due thereon this Repliant insists that the said Defendants shall not be allowed

to

to set up any Demands they may have Against the Said Edward Bartlet to defeat the this Repliant in his Suit therein or to deprive him of the Amount thereof no Demand being Capable of being pleaded or Sett off against a Promissory Note or Bill of Exchange (which are by Law Transferrable by Endorsement) after the same has been Transferred and Endorsed over And this Repliant not waiving the same but altogether relying thereon for the Amount of such Bill and Interest for further Replication Says that he can well and fully prove to the Satisfaction of this Honble Court that not only the Said Sum of One Hundred Pagodas but also one other Sum of fifty Pagodas was advanced by the Said Edward Bartlet to the Said Moratoor Nellapah during his Life time that is to Say on the Nineteenth Day of October in the Year One Thousand Seven Hundred and Eighty as charged in the Account Current Annexed to the Bill of Complaint But he Absolutely denies that Piece Goods to the Amount of Seventy five Pagodas and Twenty one Fanams mentioned in the Said Defendants Answer or to any other Amount were ever received by the Said Edward Bartlet as the Defendants most untruely charge pretending that it appears so by an Invoice thereof in the hand Writing of the Said Edward Bartlett whereas such Invoice being Produced and filed in this Honble Court at the Prayer of this Repliant appears to be nothing more than a List of some Articles Lossely written down but not by the Said Edward Bartlet or in a hand writing in any respect Similar to his many of the figures altered and others blotted out, and the same does not in any manner Specify that they were Goods bought by the Said Edward Bartlet or Sold by the said Moratoor Nellapah or by whom else Articles were bought or Sold and is entirely without Signature or other Mark of Authenticity whatever And this Repliant absolutely Denies the same to be in the hand writing of the Said Edward Bartlet as the Said Defendants pretend and is ready to prove by Credible Witnesses that it is not his hand writing And this Repliant hopes that this Honble Court will observe the Slendiness of the proof produced to ascertain so Considerable a Part of the said Defendants Demand and from thence Judge how well founded the other Part of his Demands are the same being intended merely to vex and embarrass this Repliant and to procrastinate the Payment of a Sum of Money justly due to him — And this Repliant for further Replication saith that he absolutely denies that the Said Edward

Edward Bartlet ever received the Sum of Ten Pagodas as the Said Defendants most untruely Suggest in their Said Answer pretending that it so appears from the Accounts of their Testator, or that he received the Books mentioned therein and in regard to this Latter Charge this Repliant humbly hopes this Honble Court will take Notice of the Paper which is produced as a Voucher of such Charge, the same being without Signature or any Mark of Authenticity whatever nor does it say that the Books therein Mentioned ever received by the Said Edward Bartlet or by whom else nor for what purpose they were received nor is any Price fixed to them or proof that they were Sold And this Repliant humbly Submits to this Honble Court whether he shall be obliged to reply to a charge so futile and unsupported and that more especially in the absence of the Said Edward Bartlett by which he is deprived of the Information and Vouchers that might be produced if the Said Edward Bartlet were present and this Repliant further Says that he denies that there were any Accounts or just Charges Subsisting between the Said Edward Bartlet and Moratoor Nellapah but such as are Stated in his Account Current annexed to the Bill of Complaint And he further Saith that the only Reason why the Note of Hand and Account were not presented for Payment and demanded in the life time of the Said Moratoor Nellapah was the Confinement of the Said Edward Bartlett in Prison with other Prisoners taken by the French in the late War by Hyder ally in which Confinement he remained about two Years to wit from the Month of April One Thousand Seven Hundred and Eighty two to the Month of May One Thousand Seven Hundred and Eighty four, And this Repliant further Saith, that soon after his Release from such Confinement and return to Madras he demanded Payment of the Desendants of the aforesaid Two Sums of One Hundred Pagodas and fifty Pagodas and the Interest due thereon deducting from thence the Two Sums of Twenty five Pagodas and five Pagodas and Interest thereon and shewed them at the same time an Account Current thereof to which the Said Desendants did not then in any manner object and did at the same time in the presence of Credible Witnesses ready to prove the same deliver to him the several Goods specified in his Account Current to the Amount of Nineteen Pagodas on Account of such Demand and in part Payment thereof and faithfully promised

promised to pay him the Remainder but the Said Edward Bartlet having soon after occasion to depart from Madras for Bengal and being Considerably indebted to this Repliant he indorsed over the Said Note of Hand to him this Repliant and authorized him to Demand the Ballance of such Account And this Repliant absolutely denies that ever any Accounts in which there appeared to be a Ballance due from the Said Edward Bartlet to the Said Defendants was ever shewn to the Said Edward Bartlet before his Departure or to this Repliant since or that the Said Edward Bartlet or this Repliant or either of them ever promised to Examine the same and pay such Balance but on the Contrary the Said Defendants repeatedly promised to pay this Repliant the Ballance as Stated in his Said Account nor was it ever denied by the Said Defendants that such Balance was due to the Said Edward Bartlet without this that any Matter or thing in the Said Defendants Answer Contained Material or Effectual in the Law to be replied unto herein not well and sufficiently Confessed or avoided traversed or denied is true &c.—

All which Matters and things this Repliant is ready to aver maintain and prove as this Honble Court shall award and prays as in his Bill of Complaint he hath already prayed—

Peter Walker
Atty. for Repliants.

Madras the 6th Sept. 1780.

I Promise to pay to Mr. Edward Bartlet or his order on Demand the Sum of One Hundred Pagodas to bear usual Interest for Value Received of him—

Witness my hand

[Signed] Nellapah Debash—

Pags. 100—

[Indorsed] Pay the Contents to Thomas Ives or Order—

[Signed] Edward Bartlett

A true Copy
P. Walker

Filed 21st June 1785

The Rejoinder of Manerakeum Chingaloy Mylay Lodramoney and Cattambaukeum Nincapah Executors named in the Last Will and Testament of Woorratoor Nellapah Deceased to the Replication of Thomas Ives—

The said Defendants Now and at all times hereafter saving and Reserving to themselves all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the Said Replication Contained for Rejoinder thereunto say that the Answer of these Defendants is true Certain and Sufficient in the Law to be Replied unto and these Defendants also say as in and by their said Answer they have already Said and do and will ever and maintain all and every thing and things therein to be true and Certain in such manner and form as they and every of them are therein alledged and expressed and these Defendants further say that the Replication of the Said Complainant is very uncertain untrue and insufficient in the Law to be Rejoined unto by these Defendants for divers defect and imperfections therein Contained and that the same is so Contrived and made to the End to give some feigned Colour for Maintaining his Bill in this Honble Court to the unjust Vexation Grievance and injury of these Defendants and these Defendants further say that they do still absolutely and positively deny to stand indebted unto the said Complainant either in the Sum of One Hundred and fifty Eight Star Pagodas Thirty five Fanams and Eight Cash as the same is unjustly and falsely set forth and stated by him in his said Bill of Complaint and in the Account thereunto annexed as also likewise in his said Replication or in any other Sum or Sums of Money whatever but on the Contrary these Defendants do still Absolutely insist that the said Complainant stands justly indebted unto these Defendants as Executors as aforesaid in the Sum of Twenty three Pagodas Eight Fanams and Twenty Cash in the Manner as is stated in the Account Current annexed to their said Answer and for further Rejoinder these Defendants beg leave to shew to this Honble Court that the said Complainant did in the Account Current annexed to his Bill of Complaint debit these

these Defendants with two different Sums to wit One Hundred Pagodas and fifty Pagodas for Cash lent at two different times by the Said Edward Bartlet to the Said Deceased Moorator Mellapah by two different Notes of hand both of which were Endorsed to the Said Complainant and the Said Complainant did also charge Interest thereon – and it will appear by his Replication that he has departed from the same and expressed in a different way that the fifty Pagodas was simply advanced but no mention is made of a Note of hand – These Defendants say that they do now Recollect that the Said Edward Bartlet did after the death of the Said Moorator Mellapah shew to these Defendants the Said Note of hand for One Hundred Pagodas and a Letter from the Said Moorator Mellapah to the Said Edward Bartlet Requesting a loan of fifty Pagodas which these Defendants suppose to be the same Letter now in dispute, if it be the same, these Defendants say that the Said Moorator Mellapah might have written many Letter to the Said Edward Bartlet and to many others in his lifetime but it is not in any wise to be Considered that Executors or Administrators should be liable to discharge a debit by producing such Unauthenticated Vouchers and further these Defendants say that they have Carefully Examined all the Accounts and Papers of the Said Moorator Mellapah and cannot find any such Articles of fifty Pagodas that the Said Moorator Mellapah had ever Received from the Said Edward Bartlet nevertheless these Defendants say that as the Said Complainant had in his Replication annexed a Copy of the Note for One Hundred Pagodas he might have also annexed a Copy of the other of fifty Pagodas and as he had not so have these Defendants have Reason to believe that the Said Complainant cannot be in possession of any other Note of hand save and except the one for One Hundred Pagodas and that a Letter Requesting a loan of fifty Pagodas which Sum of fifty Pagodas these Defendants verily believes has never been Advanced by the said Edward Bartlet to the Said Moorator Mellapah and for further Rejoinder these Defendants say that they are Ready and willing to prove to the Satisfaction of this Honble Court that the Said Moorator Mellapah did on his Lifetime that is to say on or about the Fourth Day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty One Provide the said Edward Bartlet with Piece Goods to the Amount of Twenty five Pagodas and Twenty One Fanams According to the Copy of an Invoice

Which these Defendants will Shew to be in the own hand Writing of Moorator Mellapah and not written by the said Edward Bartlet as falsely Alledged in the Replication these Defendants say that as the said Invoice is written by the Deceased Moorator Mellapah and endorsed on the back as follows – Mr Bartlets Accounts they cannot Answer for any figures that are Altered and blotted out And these Defendants further say that they will prove to the Satisfaction of this Honble Court that it Appears in the Account of the said Moorator Mellapah that the said Ten Pagodas and Account to the said Edward Bartlet and these Defendants will also prove that the said Edward Bartlet Received the Books from the said Moorator Mellapah According to a List found with the Vouchers of the said Deceased which is in the own hand writing of the said Edward Bartlet and which these Defendants had set a price of fifteen Pags as the fair Value thereof these Defendants Absolutely deny having ever promised the Payment of the two several Amounts of One Hundred Pagodas and fifty Pagodas with the Interest thereon to the said Complainant and these Defendants also deny their having ever delivered the several Goods to the said Edward Bartlet to the Amount of Nineteen Pagodas or of their having ever promised to Pay the Balance to the said Edward Bartlet And these Defendants lastly say they will prove that the said Account Current annexed to their said Answer was shewn by these Defendants to the said Edward Bartlet and the Balance demanded of him whereupon the said Edward Bartlet promised these Defendants to Examine first his Accounts and then to Pay such Balance as might be due from him to the Estate of the said Moorator Mellapah

All which Matters and things these Defendants are ready to aver Maintain and prove in such Manner and form as this Honble Court shall Direct and therefore humbly pray as before and their said Answer they have already prayed

S. Lytham
Sol for Defendants

Interrogatories to be exhibited 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 Madrass patnam, wherein Thomas Jones Complainant, and Manavakumi Chingelroy, Mylay Subramany and Callambacham Nimpah Executors of the last Will and Testament of Moorabore Nellayah Deceased Are Defendants —

On the Part and behalf of the Complainant —

To all the Witnesses — 1st — Do You or do You not know the Parties Complainant and Defendant in the above Cause if Yea how long have You known them any or either of them Declare —

To Francis Ledeham — 2 — Did You or did You not at any time see the Testator Moorabore Nellayah write — if Yea look at the Exhibits Marked A and B shown to You at Your Examination now and Declare whether You believe the same or either and which of them to be the Hand Writing of the said Moorabore Nellayah Declare —

Henry Dawson — 3d — Did You or did You not at any time see the Edward Bartlet late of Madras Mariner write — if Yea — look at the Exhibit now Produced at this Your Examination and Declare if You believe the Endorsement made thereon is of the Proper Hand writing of the said Edward Bartlet or not —

To Do — 4th — Were You or were You not Present when the Executors above Named or any and which of them came to the House of Edward Bartlet in the Black Town of Madrass on the third day of the Year One Thousand Seven Hundred and Eighty four if Yea Did or did not the said Edward Bartlet demand Payment of the said Two Sums of One hundred Pagodas each and fifty Pagodas and the Interest due thereon if Yea what did did they reply thereto — Did You or did

did You not at some short time after this happened and when you went with the said Edward Bartlet to the House of Chingelroy One of the Executors above Named to Demand a Sum of Money due from the Estate of the said Moorabore Nellayah if Yea, did or did not the said Edward Bartlet shew You a Note containing the Sums of Money said to be due and did or did not a Servant of the said Chingelroy bring Two pieces of long Cloth and half Corge of Stocking for the said Edward Bartlet if Yea did You or did You not understand the same to be in part of a Debt due to him from the said Estate Declare and the Reasons for Your Thinking so —

William Gardener — 5th — Did You or did You not go with the Complainant to the House of Chingelroy, and when, if Yea, did You or did You not shew the said Chingelroy an Account Current Signed by the said Edward Bartlet and endorsed to the Complainant and a Note of Hand Signed by the said Nellayah Deceased if Yea what Reply did he make You thereupon did he or did he not say that there was a Ballance due but he did not know how much, and that as soon as he had examined the Papers the Money should be paid or some other and what Words did he make use of to that or the like Effect — Did You or did You not go again to the said Chingelroy at the Request of the said Complainant but did not find him at home and did or did not the said Chingelroy send a Message by You that he would be in a few Days and settle the Debt with the Complainant and begged You to prevent the Estate being sued or some other and what Message did the said Complainant send You — Did You or did You not Meet the said Chingelroy some few Days and when afterwards at the North end of Anderson's Street when he said he was going to settle the Account Declare —

Venaiguem Moodelliar, Adiagapah Nayeck & William Gardiner — 6th — Did You or did You not Attend as Witnesses about the Twenty fifth Day of October One Thousand Seven hundred and

and

and Eighty Eight Star Pag. Defendant to or Demand which of them offer to pay One Hundred Pagodas on Account of the Cause in Question to the said Complainant and Did You or Did You not hear the Defendant or One and which of them Acknowledge that the Notes of Hand were the Signatures of the Deceased Moorattore Nellagada — or what else did You hear to all the Witnesses — 7th — Do You know of any other Matters or Thing and have You heard or can You set forth any Thing touching or concerning the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainant? Yea — Declare the same as if You were Interrogated particularly Interrogated —

P. Walker
Atty for Compt

Madrass the 6th Sept. 1780

I Promise to Pay to Mr Edward Bartlet or his Order or Demand the Sum of One Hundred Pagodas to bear Usual Int.

for Value Recvd of him
Witness my hand
Nellagada Debash

A

This Endorsement was shewn to Henry Dawson at the time of his Examination before me on the Part of the Compt. in a Cause depending in the Hon.ble the Mayors Court at Madrasspatnam wherein the said Thomas Lewis Compt. and Mauvakum Chungleroy Mylay Subramanny & Callambacken and Nine others Executors of the last Will and Testament of Moorattore Nellagada Deceased are Defendts was and the 10th day of July Anno Domini 1780

Joseph Shaw
Ex.r

B

Mr. Bartlet

Sir You'll please to send me the bearer fifty Pagodas which I will Return to You soon —

Sam Yours sincerely &
humble Servt
Nellagada Debash

Madrass
the 19 Oct. 1780

Mayors Court at
Madrasspatnam

Between Thomas Lewis Complainant and Mauvakum Chungleroy Mylay Subramanny and Callambacken Nineyah Executors of the last Will and Testament of Moorattore Nellagada Deceased Defendant

On the Part of the Complainant

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

Henry Dawson Watchmaker of Madras Aged Twenty Seven Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Sixth Day of July One Thousand Seven hundred and Eighty Nine deposed at the Office of Mr Stephen Popham who is Attorney for the Defendants by One of My Servants who also left behind a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows viz.t

1st to the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Lewis in this Cause, and that he so known him from his Infancy And that he doth not know Two of the Defendants by Name, but is Acquainted with their Persons the others he does not know And more he saith Not to the first Interrogatory

3

3d ..... To the Third Interrogatory this Deponent saith, that he hath seen Edward Bartlet late of Madras Mariner write and further saith, that he hath looked at the Exhibit now Produced at this the time of his examination, and hath every reason to believe that the Endorsement Made thereon is of the proper Handwriting of the said Edward Bartlet

And more he saith not to this Third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that he thinks he was Present when the Executors in the Title of these Interrogatories Named, came to the House of Edward Bartlet in the Black Town of Madras some time in the Year One Thousand Seven hundred and eighty Two or One Thousand Seven hundred and eighty Three or there abouts - and further Saith, that the said Edward Bartlet did demand Payment of the said Two Sums of One hundred Pags and fifty Pags together with the Interest thereon due this Deponent Saith, that he does not recollect the reply made by the said Executor in question - and further saith, that a short time after this happened the Ridgo with the said Edward Bartlet to the House of Chingelroy One of the Executors to demand a Sum of Money due from the Estate of the said Wooratore Nellagada This Deponent Saith, that to the best of his recollection the said Edward Bartlet did shew him a Note containing the Sum of Money said to be due - and further saith, that a Servant of the said Chingelroy did bring two Pieces of Long Cloth and half a Corge of Stockings for the said Edward Bartlet This Deponent Saith, that he did understand the same to be in part of a Debt due to him from the said Estate - And more he Saith Not to this or to the last Interrogatory

Joseph Shane Ex[r]

Henry Dawson

Mayor's Court at Madraspatnam.

Between Thomas Lees Complainant and Manavakum Chingelroy, Myley Sobramaney and Cellambacknum Ninigalu Executors of the last Will and Testament of Wooratore Nellagada Deceased Defendants

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz[t]

William Gardiner, Salt Manufacturer of Adajetta Aged Thirty two Years or thereabouts being Produced as a Witness in this Cause, on the Part of the Compl[t] was on the Seventeenth Day of July One Thousand Seven hundred and eighty Nine Signified at the Office of Mr Stephen Popham who is Attorney for the Defendants by One of my Servants who also left him a Note of the Name Title & Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as follows viz[t]

1st ..... To the first Interrogatory this Deponent saith, that he did know the Complainant Thomas Lees in this Cause, and that he hath so known him about Six Years - and that he did know the Defendant Manavakum Chingelroy in this Cause and that he hath so known him about five Years but that he did not know the other Defend[ts] Myley Sobramaney and Cellambacknum Ninigalu in this Cause - And more he saith not to this first Interrogatory.

5th ..... To the fifth Interrogatory this Deponent Saith, that he did go with the Complt to the House of Chingelroy, but did not at this distance of time recollect the precise Period and that he did shew the said Chingelroy An Account Current Signed by the said Edward Bartlet and delivered to the Complainant, together with a Note of hand Signed by the said Nellagada Deceased

Deceased— And further saith that the said Clingelroy said, that there was a balance due but that he did not know how much, however that as soon as he had examined the Papers the Money should be paid. This Deponent saith that he did go again to the said Clingeleroy at the request of the said Compt.t but did not find him at home— but that the said Clingeleroy did send a Message to him that he would come in a few days and Settle the Debt with the Compt.t and begged of this Deponent to Prevent the Executor from being sued— And further saith that he did Meet the said Clingelroy some few days after at the North end of Anderson's Street, when he said that he was going to Settle the Account— And more he saith not to this first Interrogatory—

To the Sixth Interrogatory this Deponent saith, that some time on or about the Twentieth day of October One Thousand Seven hundred and Eighty eight, he did hear, this Deponent believes, Clingelroy One of the Defendants (the other two being present at the same time) offer to pay One hundred Pagodas on Account the cause in Question to the said Compt.t— and further saith, that he did hear Clingelroy One of the Defendants in this Cause, Acknowledge that the Notes of hand were the Signatures of the Deceased Honorable Mallayah— And further Saith not to this or to the last Interrogatory—

Joseph Shaw
Ex.d

William Gardiner

Mayor's Court }
Madras Fort St George }

Between Thomas Lewis Complainant
and Manavahum Clingelroy Myley Sobramanny
and Collumbacham Nimgiah Executors of the last
Will and Testament of Honorable Mallayah Deceased
Defendants

On the Part of the Complainant

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

Mallayah Naick Dubash of Madras Aged Thirty One Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Twenty Seventh Day of September One Thousand Seven hundred and eighty Nine Enquired at the Office of Mr.r Stephen Popham who is Attorney for the Defendants by Cassavah 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 Deponent was follows viz.t

1st Interr.y To the first Interrogatory this Deponent saith, that he does not know the Complainant Thomas Lewis in this Cause, and that he does not know the Defendants Manavahum Clingelroy or Collambacham Nimgiah Defend.ts Myley Sobramanny in this Cause, but that he does know the other Defend.t Myley Sobramanny in this Cause, and that he has so known him about five or six Years— And more he saith not to this first Interrogatory—

6th Interr.y To the Sixth Interrogatory this Deponent saith, that some time on or about the Twenty Sixth day of October One Thousand Seven hundred and eighty eight, he did hear One of the Defendants, but does not recollect his Name, this well Acquainted with this person in this Cause, consent and Acknowledge to Mr.r Gardener Attorney to the Compt.t that the Sum of One hundred Pag.s was due to the Compt.t but objected to a further Charge of fifty Pag.s— And further Saith, that he did not hear the any of the

The Defendants Acknowledge that the Notes of hand were the Signatures of the Deceased Moorattore Nellayah And more he said Not to this or to the last Interrogatory

Joseph Shaw
Ext.

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 Madrass patnam wherein Thomas Dyer of Madras Inhabitant is Complainant and Manawakum Chungleroy, Mylay Lorbramony and Coottambakum Nimagiah Executors of the Last Will and Testament of Moorattoor Nellagiah Deceased Defendants

On the Part and behalf of the Defendants

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 and on either and Which of them Reclare

Jarrie Moodoo ... 2d ... Did You or did You not Serve as Conicopoly or Malabar Accountant to the above named Moorattoor Nellagiah and the Last Time and Did or did not the said Moorattoor Nellagiah Keep Regular Accounts of all His Dealings and Concerns If Yea, Look at the Paper writing now Produced and Shewn to You at this the time of Your Examination Marked A Purporting to be an Account Current in the Malabar Language between the said Edward P. Bartlet and Moorattoor Nellagiah Did You or Did You not examine the said Account Current A with the Books and Vouchers of the said Moorattoor Nellagiah and and or are not the Several Sums Debited and Credited in the said Account Current A taken from the Books and Vouchers of the said Moorattoor Nellagiah Save and except the fifteen Pagodas which are Debited for in Books and the

Interest which is Charged on both Sides And do You or do You not know whether the Several Sums Debited in the said Account Current A were Paid to the said Edward Bartlet as specified in the said Account Current And did You Examining the Books and Vouchers of the said Moorattoor Nellagiah did You find any other Sums therein Credited to the Account of the said Edward Bartlet Save and except the One Hundred Pagodas which are Credited in the said Account Current A

Sawmy Moodelliar } 3 ... Were You or were You not Conicopoly or Accountant
Jarrie Moodoo ... } to the above Named Moorattoor Nellagiah and are You or are You not Acquainted With his Hand Writing If Yea, Look at the Paper Writing now Produced and Shewn to You at this the time of Your examination Marked B Purporting to be an Invoice of Piece Goods Is or is not the said Invoice and every Part Thereof in the Proper Handwriting of the above named Moorattoor Nellagiah Did or did not the said Edward Bartlet at the Time mentioned in the said Invoice to Wit on the fourth Day of November One Thousand Seven hundred and Eighty One or whom else receive from the said Moorattoor Nellagiah the Goods mentioned in the said Invoice to the Amount of Twenty five Pagodas and Twenty One Fanams or to what other Amount And were or were not the said Goods given to the said Edward Bartlet towards the Payment of a Note of hand for One hundred Pagodas which the said Moorattoor Nellagiah owed at the time to the said Edward Bartlet or for what other Account were the said Goods delivered to the said Edward Bartlet Why did not Moorattoor Nellagiah take up his said Note for One hundred Pagodas while Edward Bartlet was indebted to the said Moorattoor Nellagiah State the whole You know touching the Matter and Question According to the best of Your knowledge remembrance and Belief

Sawmy Moodelliar ... 4th ... Are You or are You not Acquainted with the Hand writing of the above named Edward P. Bartlet and Moorattoor Nellagiah If Yea Look at the Paper writing now Produced and Shewn to You at this the time of Your examination Marked C Purporting to be a Lett of

of Books is or is not the said List in the Proper hand writing of the said Edward Bartlett and are or are not the following words "Mr Edward Bartlett" thereunder Written in the Proper hand writing of the said Moorabeer Nellapah — Do You or Do You Not Know that the said Edward Bartlett received from the said Moorabeer Nellapah the Six Books mentioned in the said List and were the said Books ever returned by the said Moorabeer Nellapah during his life time or any Value paid for the Same — And what do You think the said Books were worth at the time the said Moorabeer Nellapah delivered them to the said Edward Bartlett — Relate the whole You Know touching the matter in Question According to the best of Your knowledge Remembrance and Belief —

In all the Witnesses ... 5th ... Do You Know of any other matter or thing or have You heard or can You Set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendant if 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

S. Pulham
Atty for Defendants

Dr. Edward Bartlett Account Current Trust & Management with Cath. Williams Executrix of Moorabeer Nellapah

1784												
June 7	10	To Cash Rec'd of Mrs Pragell Wages Servants Victuals &c.					25.	.	.			
		Cash Paid for Repairs done at Millapah & Rent										
Nov.r 2	4	To Cash Paid for Horses & Millapah Stables rent					15.	24.	.			
		Cash Do Mr King Account					10.	.	.			
		Cash Paid Wilson Mr Lewis & Mr Millapah					15.	.	.			
		Cash Paid Mr King for Millapah Stables										
	8	Cash Paid Mr Lewis & Madam Millapah					5.	.	.			
1785		Amount Total Disbursements					100.	24.	.			
June 16	30	To Interest Mr Lewis Account Trust to Mar.h 12 1785						5.	6.			
Sept.r 30		By Amount P.d	3	mo.								
		By Do 12 Months	for	3.	8.	12.		11.	16.			
		By Do 12 Months	for	2.	10.	27.		24.	22.			
		By Do 8 Months	for	2.	10.	23.		5.	2.			
		By Do 1 Month	for	2.	10.	23.			9.			
		By Do 1 Month	for	2.	9.	15.			6.	15.	6.	
		By Do	for							41.	22.	2d.
										177.	13.	2d.

Errors Excepted
Madras 30th September 1785
Thos Sam.l Lattimore Accomt.t
Sworn Interpreter Malabar Language
Rangamudaren
Interpreter

This Exhibit Marked A was shewn to Arriaal Mootoo at the time of his Examination before me on the Part of the Defendants In a certain Cause now depending In the Honble the Mayor's Court at Madras wherein the said Pool Lovis is Compt.ll and Manavakum Chenglevy Mylah Soobramanya and Cortumbaukam Nimeapah Executors of Moorattoor Nellapah Deceased are Defendants On the 26th day of Novr Anno Domini 1789

Joseph Shawe
Exr

Invoice of Piece Goods bought at Madras
by
4 Novr 1781.

		Pags
3 Pelly Cloths	@172	4 23 "
Chintes		6 "
1 Patola	@872	17 "
2 Do	@1072	21 "
2 Do	@3 3/4	7 23 "
2 Pcs Carded Dimetys		
Pallumpore Alizr		2 23 "
1 3/4 by 2 1/4 Yard Yallow Ground	@3	6 " "
2 Pcs Cheque Handkerchiefs	@572 Pc	11 "
2 Pcs Cambrick		Pags 7572 " "

This Exhibits Marked B. Was shewn to Arriaal Mootoo & Saumy Moodr at the respective Times of their Examination before me on the Part of the Defendr In a certain Cause now depending In the Honble the Mayors Court at Madras wherein the said Pool Lovis Compt.ll and Manavakum Chenglevy Mylah Soobramanya and Cortumbaukam Nimeapah Executors of Moorattoor Nellapah Deceased are Defendants on the 26th day of Novr Anno Domini 1789

Joseph Shawe
Exr

A List of Books Rec.d from Nellyah Nov.r 3.d 1781

1 Pocket Dictionary
1 Book J. Vol.e Hist.y of Englaine
1 Do 1 Do Vollies Genral History
2 Do 3 & 7 Do Compendium of History
1 Do Sherwins Mathematicks
6 Books

Wm Edward Bartlett

This Exhibit Marked C. was shewn to Lawrey Moodeat the time of his Examination before me On the Part of the Defendants In a Certain Cause Now depending In the Hon.ble the Mayor's Court at Madrasapatnam Wherein the said Thos Jervis Complt and Manavakum Chenglevoy Myla Soobramany and Costumbaukum Nuneapaly Executors of Wooratoor Nellayah Deceasd are Defendants on the 26th day of Nov.r Anno Domini 1789

Joseph Shawe Ex.r

Mayor's Court at Madrasspatnam

Between Thomas Jervis of Madras Inhabitant Complainant and Manavakum Chenglevoy Myla Soobramany and Costambaukum Nuneapaly Executors of the Last Will and Testament of Wooratoor Nellayah Deceased Defendants

On the Part of the Defendants

Depositions of Witnesses Taken in this Cause by and before the Examiner in this Court as follow viz.t

Annia Mootoo Convicoply of Madras Aged forty five Years or thereabouts being produced and Sworn to him at this the time of his examination Marked A Purporting to be an Account Current in the Malabar Language between the said Edward Bartlett and Wooratoor Nellayah and says that he did examine the said Account Current A with the Books and Vouchers of the said Wooratoor Nellayah This Deponent saith that the several Sums debited & Credited in the said Account Current A and taken from the Books & Vouchers of the said Wooratoor Nellayah save and except the fifteenth Page which Sum is Debited for Lisd Books and the Interest which is Charged on both Sides And further saith that he doth know that the several Sums debited in the said Account Current A were Paid to the said Edward Bartlett as specified in the said Account Current. This Deponent saith that on his examining the Book and Vouchers of the said Wooratoor Nellayah he did not find any other Sums therein credited to the Account of the said Edward Bartlett save and except the One hundred Pagodas which is credited in the said Account Current A And more the said Annia to this 1st and 2nd Interrogatory

Sixth day of November One Thousand Seven hundred and Eighty Nine Signified at the Office of Mr Peter Walker who is Attorney for the Complainant by Cavas Attorney 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 follows viz.t

1st Interrogatory

To the first Interrogatory this Deponent saith that he doth not the Complt Thomas Jervis in this Cause but that he doth know the Defendants Manavakum Chenglevoy Myla Soobramany and Costambaukum Nuneapaly Executors of the Last Will and Testament of Wooratoor Nellayah Deceased in this Cause and that he hath so known them each about fifteen Years And more the said Annia to this first Interrogatory

2d Interrogatory

To the second Interrogatory this Deponent saith that the Deceased was Concerned for Malabar Accountant to the above Named Wooratoor Nellayah in his Lifetime and further saith that the said Wooratoor Nellayah did keep Regular Accounts of all his Dealings and Concerns This Deponent that he looked at the paper writing now produced and shewn to him at this the time of his examination Marked A Purporting to be an Account Current in the Malabar Language between the said Edward Bartlett and Wooratoor Nellayah and says that he did examine the said Account Current A with the Books and Vouchers of the said Wooratoor Nellayah This Deponent saith that the several Sums debited & Credited in the said Account Current A and taken from the Books & Vouchers of the said Wooratoor Nellayah save and except the fifteenth Page which Sum is Debited for Lisd Books and the Interest which is Charged on both Sides And further saith that he doth know that the several Sums debited in the said Account Current A were Paid to the said Edward Bartlett as specified in the said Account Current. This Deponent saith that on his examining the Book and Vouchers of the said Wooratoor Nellayah he did not find any other Sums therein credited to the Account of the said Edward Bartlett save and except the One hundred Pagodas which is credited in the said Account Current A And more the said Annia to this 2d and 3d Interrogatory

3d ..... To the Third Interrogatory this Deponent saith, that he was Concerned by or Accountant to the above Named Moorattoor Nellayah and that he does Acquainted with his hand Writing. This Deponent hath look'd at the paper Writing now Produced and Shown to him at this the time of this Examination Marked B, Purporting to be an Invoice of Piece Goods and says, that the said Invoice and every Part thereof is in the hand Writing of the above Named Moorattoor Nellayah. This Deponent saith, that the said Edward Bartlet at the Time mentioned in the said Invoice to Wit, on the fourth Day of November One Thousand Seven hundred and eighty One did Receive from the said Moorattoor Nellayah the Goods mentioned in the said Invoices to the Amount of Seventy five Pagodas and Twenty One fanams and further saith, that the said Goods were given to the said Edward Bartlet towards Payment of a Note of hand for One hundred Pagodas which the said Moorattoor Nellayah owed at the time to the said Edwd Bartlet. This Deponent saith, that the reason the said Moorattoor Nellayah did not take up the said Note for One hundred Pagodas which Edwd Bartlet was indebted to him was, that the said Moorattoor Nellayah died in the interim. And more the said Deponent saith not to this or to the Last Interrogatory

2d Days Exn

Joseph Shawe

Mayor's Court at Madras 5th Jany

Between Thomas Lovs of Madras Inhabitant Complainant and Manavakam Chenglerayo Mylah Soobramanny & Cootambaukam Ninagalah Executors of the Last Will and Testament of Moorattoor Nellayah Deceased Defendants

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

Saumy Moodelliar Writer of Madras Aged thirty three Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendants was on the twenty Sixth Day of November One Thousand Seven hundred and eighty Nine Sign[ified] at the Office of Mr Peter Mather who is Attorney for the Complainant by Casawa Canny Servant who also Shewed a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith, that he does not know the Complt Thomas Lovs in this Cause but that he doth know the Defendants Manavakam Chenglerayo Mylah Soobramanny and Cootambaukam Ninagalah Executors of the Last Will and Testament of Moorattoor Nellayah Deceased in this Cause, and that he hath so known them from his, This Deponents Infancy And more the said Deponent to this first Interrogatory Says

2d ..... To the Second Interrogatory this Deponent saith, that he was Writer to the above named Moorattoor Nellayah and that he is perfectly well Acquainted with his hand Writing. This Deponent hath look'd at the Paper Writing now Produced and shown to him at this the time of this Examination Marked B Purporting to be an Invoice of Piece Goods and Says, that the said Invoice and every Part thereof is in the proper hand Writing of the above Named Moorattoor Nellayah. This Deponent saith, that the said Edward Bartlet at the Time mentioned in the said Invoice to Wit, on the fourth Day of November One Thousand Seven hundred and Eighty One, did receive from the said Moorattoor Nellayah the Goods Mentioned in the said Invoice to the Amount of Seventy five Pagodas and Twenty One fanams – and further Saith that the said Goods were given to the said Edward Bartlet towards the Payment of a Note of hand for One hundred Pagodas which the said Moorattoor Nellayah owed at the time to the said Edward Bartlet. This Deponent Saith, that he cannot to [illegible] any

any Reason why the said Moorabor Nellayah did not take up his Note for One Hundred Pagodas while Edward Bartlet was indebted to him, the said Moorabor Nellayah — And more he saith not to this third Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith, that he is acquainted With the hand Writing of the above Named Edward Bartlet and Moorabor Nellayah this Deponent hath looked on all the Papers Writing Now Produced and shewn to him at this time of his Examination Marked C. Purporting to be a List of Books and says, that the said List is in the Proper hand Writing of the said Edward Bartlet and that the following words "Mr Edward Bartlet" thereunder written are written in the Proper hand writing of the said Moorabor Nellayah this Deponent saith he doth know that the said Edward Bartlet did receive from the said Moorabor Nellayah the said Books mentioned in the said List and further saith, that the said Books were never returned to the said Moorabor Nellayah

x during his Life time or any Value Paid for the same this Deponent saith, that he thinks the said Books might be worth fifteen Pagodas at the time the said Moorabor Nellayah Delivered them to the said Edward Bartlet — And more he saith not to this or to the last Interrogatory —

Joseph Shaw

Sworn

Sawmy Modliyar

Mayor's Court at Madrasapatanam } Saturday the 26th Day of February Anno Domini 1791

Present —

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen —

Between Thomas Son of Madras Inhabitant Complainant and Munnuswackum Chingel Roy Mylay Soobramoney and Callambackum Vinciyagiah of the same Place Inhabitants Executors of the last Will and Testament of Moorabor Nellayah Late of Madras Inhabitant Deceased 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 the Copy of an Account Current Annexed, The Defendants Answer with the Copy of an Account Current Annexed, The Replication with the Copy of a Promissory Note of hand Annexed, The Rejoinder, The Interrogatories and Depositions on the Part of the Complainant with the Exhibits Marked A & B Annexed (except the Deposition of Sudeyapiah Native Witness the same not having been Signed by the Witness) The Interrogatories and Depositions on the part of the Defendants with the Exhibits Marked A B & C Annexed On Hearing the Pleadings made Use of by the Attornies and due Consideration had thereon This Court do think fit to Order and Decree and it is Ordered accordingly Order and Decree that the Defendants do pay unto the Complainant out of the Estate

Estate and Effects of Maraton Nellaya lte Deceased the full and Just Sum of Eighty five Pagodas Thirty five Fanams and Eight Cash C.P.s 85.35.8 Together with all Costs of Suit and Interest as now is or shall hereafter become due thereon until full Payment is made And it is further Ordered and Decreed that the Defendant do pay Costs of the Complainant in Proportion of the said Sum of Eighty five Pagodas Thirty five Fanams and Eight Cash to the Sum of One Hundred and fifty Eight Pagodas Thirty five Fanams and Eight Cash being the Proportion of the Sum Decreed to the Sum Laid for.

Fd & Clk

Fild the 26th February 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Madavankam Rangayah Moodeliar of Madras Inhabitant that Kumaraya Chaury and Mootoosawmy of Madras Inhabitants did in and by a certain Mortgage Bond by them the said Kumaraya Chaury and Mootoosawmy to Your Orator duly Executed bearing date the Eighth Paratawsy of the Malabar Year Parabava or the Eighteenth day of September which was in the Year of Christ One Thousand Seven hundred and Eighty six became Jointly bound to pay unto Your Orator the Sum of One Hundred and Three Star Pagodas Current Money of Madras with Int at the Rate of Twelve per Cent per Annum with Submission to sue in the Hon'ble Court and faults of Payment as by the said Mortgage Bond Copy Translation whereof is hereunto Annexed for the Inspection of this Hon'ble Court to which Your Orator begs leave to Refer and Prays the same may be taken as

Part

Part of this his Bill of Complaint will more fully and at large Appear and Your Orator further Sheweth unto this Hon'ble Court that since the Execution of the said Bond the said Kumaraya Chaury has departed this life whereby and by Reason there of the said Mootoosawmy as the Surviving Obligor is alone Accountable to Your Orator for the said Sum of One Hundred and Three Pagodas which Together with the Interest thereon Amounts to the Sum of One Hundred and Thirty Nine Pagodas Thirty two Fanams and fifty Cash Whereupon Your Orator Charges that the said Mootoosawmy as Surviving Obligor as aforesaid Stands Justly and Truly indebted unto Your Orator in the full and Just Sum of One Hundred and Thirty Nine Pagodas Thirty two 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 fifty five Pounds Seventeen Shillings and Twelve pence or thereabouts as will more fully and at large Appear by the Copy of said Account Current hereunto Annexed for the inspection of this Hon'ble Court to which Your Orator begs leave to Refer and prays the same may 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 Payment from the said Mootoosawmy of the said Sum of One Hundred and Thirty Nine Pagodas Thirty two Fanams and fifty Cash

But now so it is May it please this Hon'ble Court the said Mootoosawmy 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 Genl Relief and that to this Hon'ble Court to shall Appear Agreable to Equity and good Conscience To the End therefore that the said Mootoosawmy may be upon this 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

Lawrence thereagainst required and Interrogated and that the said Mootusawmy May be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Thirty Nine Pagodas Thirty two Fanams and fifty Cash together with all Such 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 Mootusawmy 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 Honble Court at a Certain time and Place to be by this Honble Court prescribed 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.

Fort Saint George 26th Feby 1791

This Bill was Sworn to in Open Court the day of Adjournment Let a Summons Issue Returnable Next Court Day

Jos: du Pre Porcher
Mayor

J. Stuart Hall
Jno. Hamilton
Attornies for Compt.

Translation of a Mortgage Bond dated 8th Parabacey of Parabava Year Answering to Anno Domini 18th September 1786

I Caulore Pachiayaudchary's Son Comaraya Chaury and my Son Mootusawmy of Madras both of us do Jointly Give this Mortgage Bond to Madavaudum Rangapa Modeliar of the same Place that is to say

One Dwelling House Situated at Peddu Naicke Pettah in the South Street to Condasawmy Covil Between the Houses of Rulagayaudy Veeranan and Valacoy Mootu Chetty Measuring from North to South 35 4/8 feet and from East to West 34 1/2 feet which House together with the Cloudry Paper Bill of Sale thereof We have Mortgaged to You and borrowed and Received of You the Sum of (103) One hundred and three Star Pagodas Current Money of Madras which Sum We do hereby engage to repay You with the allowed Interest as shall or may become due thereon at the rate of 12 per Cent P Annum on or before the 7th Pangoony or 17th March Ensuing default of which You are hereby empowered to prosecute in the Honble the Mayors Court and Pay Yourself by Disposing the Mortgaged Premises thereof I have given You this Mortgage Bond with Our free will and Consent Witnesses Pariagelliand Venkatachella Modaliar and Colayaudchary Vedemanda Modaliar by their Knowledge this Mortgage Bond was drawn by My Lachody Venkatachella Marked Camaraya Chary

Witnesses Signed
Vedemandam
Do Do Venkatachellum

(Signed) Mootusawmy

A true Translation as near as can be from the Malabar Language (Signed) Rangamaudom Interpreter

A true Copy J. Stuart Hall Jno. Hamilton
Attys for Compt.

D^o ---- Mootoosawmy in Account Current with Madawarayer Rangapa Moodeliar ---- D^o

26					1788				
1788		To Mortgage Bond Executed by Yowanda Comaraya Chetty bearing date this day	103	"	"	1789	By Cash Received from Comaraya Chetty on Account of Interest	8	"	"
1789						April	By Cash Received from Mootoosawmy on Account of Interest	10	"	"
April	22	To Interest on D^o to this day being 1 Y. 5 Mo. and 4 D^s @ 12 ℘ Cent ℘ An.	54	32	50			18	"	"
							By Balance	139	32	50
		Pagodas	157	32	50		Pagodas	157	32	50

Fort Saint George 22. February 1791

C. C. ℘ D^o (Signed)

A true Copy

J. Stuart Hall

Jn^o Hamilton

Attys for Complt

183.

Mootoosawmy Curtat
Madawarayer Rangapa Moodeliar } Defendants

Present

Sir Thomas Rumbold Bart Governor
John Dalrymple Esquire Major
Holcombe Ross and John Hollond Esquires

Attorneys

Pettition of Madawarayer
Rangapa Moodeliar Complainant and
Mootoosawmy Curtat Defendant

The Defendant Mootoosawmy Curtat not having appeared to the Complainant Madawarayer Rangapa Moodeliars Petition of Complaint and Mr Cowtan his Attorney having this day moved the Court that the Defendant may be ordered to pay the Complainant the Sum of Pagodas 157. 32. 50. Together with Interest thereon at the Rate of 12 ℘ Cent ℘ An. from the 22d February 1791 to the Day of the Decree and Costs of Suit, It is Ordered that the said Defendant do pay to the said Complainant the said Sum of Pagodas 157. 32. 50. Together with Interest thereon at the Rate aforesaid to the Day of the Decree and Costs of Suit

By Order

Wm Hollond

Filed this 10th December 1790

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shewn Unto this Honble Court Your Oratrix Charlotte Mackintosh of Madras Inhabitant the Widow and Relict and also the Sole Administratrix of all and Singular the Goods, Chattles, Rights, and Credits of Angus Mackintosh Deceased That Zachariah Polack of Madras Inhabitant Stands justly and Truely Indebted unto Your Oratrix as Administratrix aforesaid in the full and just Sums of Forty two Star Pagodas Six 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 Sixteen Pounds and Seventeen Shillings or thereabout as will more fully and at Large Appear by the Copies of three Bills of Particulars and an Account Current hereunto Annexed for the Inspection of this Honble Court and to which Your Oratrix humbly prays a Reference may be had and that they may be taken as Part and Parcel of this Your Oratrix Bill of Complaint the Originals whereof being in Your Oratrix Possession and Ready to be Produced when Required and Your Oratrix further Sheweth unto this Honble Court that She hath frequently and in a Friendly manner Requested Payment from the said Zachariah Polack of the said Sums of Forty two Star Pagodas Six fanams and Twenty Cash

But now so it is May it Please this Honble Court the said Zachariah Polack Obstinately and Wilfully Refuses to Pay the same or to give Your Oratrix any reasonable Satisfaction Touching the Premises Your Oratrix therefore prays a Genl Relief such as to this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore that the said Zachariah Polack 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 Truely and Effectually to all Intents and Purposes as if the same were thereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Oratrix the aforesaid Sums of Forty Two Star Pagodas Six fanams and Twenty Cash with all Costs of Suit and Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court the Cause thereof said Zachariah Polack to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam 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 Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

G. Chalmer
Atty for Compt.t

Fort St George 10th December 1790

This Bill was shewn to me in the Days of Adjournment Let a Summons issue and Returnable Next Court Day

Jas Call
Mayor

Mr Zach.h Pollack ..... D.r

	To the Estate of A. Mackentosh	P.	f. 6.
To House Rent from the 1st September to this date One Months		12.	" "

Fort St George
1st October 1789

E" E"
(Signed) Charlotte Mackentosh
Administratrix

Mr Zachariah Pollack ..... D.r

	To the Estate of A. Mackentosh		
To House Rent from the 1st October to this date 1 Months Pag.s		12.	" "

Fort St George
1st Novem.r 1789

E" E"
(Signed) Charlotte Mackentosh
Administratrix

Mr Z.h Pollack ..... D.r

	To the Estate of A. Mackentosh	Pag.s	f. 6.
To House Rent from 31st October to this date 21 Days @ 15 Pag.s P. Month		9.	24. "

Fort St George
21st Novem.r 1789

E" E"
(Signed) Charlotte Mackentosh
Administratrix

Tam.l Cruz
Q.r Chalamed
Cally for Compt.s

Dr Mr Zachariah Pollack in Account Current with Charlotte Mackentosh
Administratrix to the Estate of Angus Mackentosh Dec.d

1789								Cr
October	1st	To Mill Account for Cash Disbursed Dato this						
		Day						
		To Do Do for a Month Do						
Novem.r	1st	To Do Do for a Month Do						
	21st	To Do Do for a Month Do						
1790	1st	" Interest on this Account from this Day						
Decem.r	31st	" Balance Carried to the Debit of Company's						
		Debit Account for this Day @ 12 P. Cent.						
		@ P.d 14		1.	2.	5.	1.	95. 50.
		Do P.d 14		1.	2.	5.	1.	90. 50.
		Do P.d 14		1.	1.	7.	1.	6. "
		Do P.d 9		24.	1.	1.	1.	24. "
							Pagoda.s	12. 6. 20.

Pagoda.s ..... 12. 6. 20.

Fort St George
31st Decem.r 1789

E" E"
(Signed) Charlotte Mackentosh
Administratrix

Tam.l Cruz
Q.r Chalamed
Cally for Compt.s

Mayor's Court at Madrasapatanam } Tuesday the 7th Day of March Anno Domini 1791.

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and John Hitford

Aldermen

L.S.

Mayor's Court

Between Charlotte Mackintosh of Madras Inhabitant the Widow and Relict and also the Sole Administratrix of all and Singular the Goods Chattels Rights and Credits of Angus Mackintosh Decea- sed Complainant and Zacharia Black 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 Complainant the full and just Sum of Forty Two Star Pagodas Six Fanams and Twenty Cash of Star Pagodas 42. 6. 20/ 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

Decd

Filed 18th Decemr 1790

To the Honble the Mayor's Court at Madrasapatanam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mylai Nuncapatti Moodeliar of Madras Inhabitant that Saundeyarpettai Kistnapillay of the same Place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of One Hundred and Seventeen Pagodas Sixteen Fanams and forty Cash Current Money of Madras Making into Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of forty Six Pounds Eighteen Shillings and Nine Pence or thereabouts as will more fully and at large Appear by the Copies of an Account Current and Translated of a Mortgage Bond hereunto Annexed for the inspection of this Honble Court which Your Orator begs leave to Refer to and Prays the same may be taken as part of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and Ready to be Produced when Required. And Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Saundeyarpettai Kistnapillay of the said Sum of One Hundred and Seventeen Pagodas Sixteen Fanams and forty Cash

But now so it is May it please this Honble Court the said Saundeyarpettai Kistnapillay Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premisses Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore that the said Saundeyarpettai Kistnapillay may upon this Original Bill 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

to all Intents and Purposes as if the same were herewith repeated and Particularly Interrogated unto and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Seventeen Pagodas Sixteen Fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

Wherefore May it Please this Honble Court to Cause the said Lands Yarpattoo Kistnapilly to be Summoned and Required by the Sheriff of Fort Saint George Towns 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

This 10th Day of December 1790

This Bill was shewn to me in the Days of Adjournment to the Summons Issued returnable at Court Day

Wm Call Mayor

John Wilkinson
Attg for Complainant

Dr — Sundry Accounts Kistnapilly Village in Account Current with Cannt Munro &c Mysla. Ninety six & Murdelium

1790 March 8th	To Cash Amount Disbursed				30	"	"		
Decr 8th	To Sundry Items as per Mandy 1790				2	35	20		
	This Day to Principal & Int @ 12 P Cent P Annum				32	35	20		
	To Balance due				117	16	40		
					Pagodas	117	16	40	

1789 August 23	To Ths Rammant for Sum of Mortgage Bond				100	"	"		
1790 Decr 31st	To Sundry Items as per Mandy 1790 This Date								
	To Interest on Sum of August 23 1789 Principal				20	6	40		
	Amounting to Nine Months & Fifteen Days								
	at 12 P Cent P Annum								
	Pagodas				120	6	40		

Errors Excepted
Wm Thompson