

Decree that the Complainants Bill do stand Dismissed out of
this Court with Costs.

J. Cur

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your
Orators Moodue Syrang with the Tandel and 5 Lascars of the
Ship Buddasor That Maneram Commander thereof is
indebted to your Orators in the sum of 23 Pagodas being for
2 Months and fifteen Days Pay Due to your Orators for Service
on Board Said Ship which sum they have often Demanded
Payment of from the Said Maneram But hitherto without
Effect therefore Prays a General Relief touching the Premises

The Answer of Maneram of Fort
St George Mariner Defendant to the Bill
of Complaint of Moodue in Behalf of himself
with the Tandel and 5 Lascars belonging
to the Ship Buddasaid Complainants

This Defendant Sayeth that Sometime in the month of Aug^r
which was in the year 1729 This Defendant Sailed out of
this Place in the Ship Buddasaid belonging to the King of
Arracan and of which Ship this Defendant was Neguedah
or Commander At which time the Complainants were on Board
the Said Ship being entertained and entertained by this Defendant
in the several Qualities of Syrang Tandel and Lascars to
Serve on Board the Said Ship in the Said Several Stations
During the Term of the then Intended Voyage from this Port
of Madras to the Port of Arracan and back again to this
Port of Madras and for such certain Rates Salary or wages
to each and every of them as was at that time agreed
upon Between this Defendant and the Complainants This

upon her Corporal oath due and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orators the Principal Respondentia and Interest Due on the said note and that your Orators may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience.

W^m Termier

Attorney for the Compl^t

By this and by my sign Declare I Francisco La Fontena to have Received from the hands of Suncaramania Chilly Four hundred Pagodas Current money of this Place as Respondentia for Macao at the Rate of Eighteen $\frac{1}{2}$ Cent with the Risque of going from this Place and Back again to this Place on the Ship Nostra Señora da Conceição of which I am Master and Twenty one Days after my safe Arrival to this Place I oblige my self to the Satisfaction of the Principal and Respondentia Due thereon which makes the full Sum of Four hundred Seventy two Pag without any Difficulus for which Payment I bind my self Goods that I now am in Possession and what I may hereafter have till the Real Payment as far as the Right Permits & to the Truth of it have set my hand before the witnesses that are Present Madras June 16. 1728

Witness Antonio Legue

Francisco La Fontena (Ls)

Sign of + Susanna Das Neves

Witness

Manoel Da Rocha

The Answer of Susanna La Fontena of Fort St George Widow to the Bill of Compl^t of Narrain and Tellesinga of the Said Place

This Defendant now and at all times hereafter Saving and Reserving to herself all Benefit of Exception to the Errors and insufficiencies in the Complainant's Bill Contained for answer thereto

Dispute between the Plaintiff and Defendant were referred to Arbitration and that the said Bonds were then ordered to be delivered up and cancelled which order the Plaintiff had omitted to comply with and the Defendant further Alleging that being an Immediate Servant of the King of Arabian could not take his Oath and therefore submitting to satisfy the Plaintiff's Demand in case he would make oath at the Moors Mosque that the same had not been already Discharged by him the Defendant This Court hath thought fit to order and Decree and hath accordingly order and Decree That the Plaintiff do make oath on or before Friday next at the Moors Mosque that he hath not received any Satisfaction for the said Three Bonds from the Defendant and in case of Refusal that the Plaintiff's Bill be made Dismissed with Costs and the Bonds delivered up and cancelled.

Mayors Court at
Madraspatnam.

Friday the 8th day of August Anno Domini
1732 Between Wondar of Fort St George
Plaintiff Complainant and Plaintiff of
the said Place, Merchant Defendant.

Upon Reading the Plaintiff's Petition and also Translates of three several Bonds under the hand of the Defendant I give an order made in this Cause the 28th day of July last whereby it was ordered that the Plaintiff should make Oath to the Truth of his Demand at the Moors Mosque and the Plaintiff having since complied therewith This Court hath thought fit to order and Decree and hath accordingly order and Decree That the Defendant do pay unto the Plaintiff the Sum of Forty Pagodas being the Balance Remained Due to him on the aforesaid Bonds together with his Costs of Suit.

J. Cur

Upon Reading the Plaintiffs Petition and the Defendant appearing in Court and Submitting the Prayer of said Petition to the Consideration of the Court and the Court having Dutily Considered the Same and being of opinion that the Plaintiffs ought to make their Demand in Calcutta where the Executives of the said Will reside. This Court Doth think fit to order and Decree and Doth accordingly order and Decree that the Plaintiffs Bill Do stand Dismissed with Costs

Wm Cur

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

Humbly complaining Sheweth unto this Hon^{ble} Court your Orator Moodie That Maniram now being and Residing in Madras is indebted to your Orator the Sum of Forty Seven Pagodas on three several notes under his hand as by the Translates thereof Ready to be Produced as this Hon^{ble} Court shall Direct will appear and your Orator Shews that he hath frequently Applied to the said Maniram for Payment of the Money Due on the said notes but hath hitherto only Received the Sum of in Part Satisfaction for the same To the end therefore that the said Maniram may upon his Corporal Oath true and Perfect answer make to all and every the matters aforesaid and be Directed to Pay your Orator the Principal and Interest Remaining Due on the said several notes and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience

Wm Fermor

Attorney for the Complainant

The Answer of Maniram Mariner
Defendant to the Bill of Complaint of Moodie
Mariner Complainant.

This Defendant Saving and Reserving to himself all benefit of

Wherefore your Petitioner most humbly Prays that the
 Petition of the Plaintiffs which is contrary to Equity and good
 Conscience as your Petitioner apprehends may be Dismissed this
 hon^{ble} Court and that the Plaintiffs may be obliged to stand as &
 abide by the Tenor of the aforesaid Decree of this hon^{ble} Court
 and that your Petitioner may have such Satisfaction for this
 Further and unnecessary Trouble as to this hon^{ble} Court shall
 seem meet.

And your Petitioner as bound shall ever Pray

To the Hon^{ble} the Mayors Court
 at Madraspatnam

Humbly complaining Sheweth unto this hon^{ble} Court your Orators
 Thomas Weston William Manson and John Stratton Merchants
 of Fort St George and Creditors of Michael Jeddere Deceased
 That the said Michael Jeddere intending on a Voyage Did
 take up from your Orators Respectively several Sums of money
 to be at Respondentia on the Ship Rochester for his then
 Intended Voyage and some time after his Departure from
 this Place the said Michael Jeddere Did Remit and send to
 his Attorneys on the Ship Cadogan some Gold and Beapmen
 to be by them Disposed of and did by Letter Direct that the
 Produce thereof should be Divided amongst your Orators
 in Proportion to their several Demands and your Orators shew
 that before a Dividend was made Pursuant to the Directions
 of the said Michael Jeddere his Attorneys here were informed
 of his Death and that he had made his will and thereof
 Appointed his wife Elizabeth Jeddere and his Daughter
 Hannah (now wife of John Tenson) Executors and your
 Orators shew that the said Elizabeth Jeddere and Hannah
 Tenson have since Bought the said will and by Letter of
 Attorney under their hands and seals Bearing Date the
 Day of May Did authorize and empower James Hubbard Merchant
 to receive the Produce of the said Goods from the Attorneys of
 the said Michael Jeddere who hath accordingly Received the

and as may be agreeable to Equity and good Conscience
and your Petitioners shall Pray &c.

To the Hon^{ble} the Mayors Court at
Madraspatnam

The humble Petition of the Defendant
Sheweth that having Perused and examined the Petition
of the Plaintiffs exhibited in this Hon^{ble} Court on Tuesday Last
agreeable to an order for that Purpose made upon the humble
motion and Request of your Petitioners Attorney your Petitioner
observes that in the Two Charges therein inserted to support
the Prayer of the said Petition and on which Foundation the
Plaintiffs hope Relief are Erroneous and uncertain and not
fully and truly setting forth and stating the matters of Fact
as they ought to do

The first Charge sets forth that on Sorting
the Goods in order to Embale the same there were very few of
the Sortments come up to the Muster by which such goods were
valued either in Rupees or Shag

Which your Petitioner begs leave to answer as follows.

When Mess^{rs} Downey Turner Stratten and Mansel came to
Value the said Goods there were taken from each Carge of
each Sortment three or four jana of some Sortments more pieces
for musters one Piece of which was Fine the other Medling and
the Third coarse and so in Proportion as there were more or
less pieces taken out which Pieces or musters the Gentlemen
aforesaid Accurately surveyed and afterwards set their Value
thereon not according to the finest or coarsest Piece but at a
medium Price for the whole and this was Done with
the Knowledge Consent and Approbation of M^r Hindman
one of the Plaintiffs who upon made no objection but signed
content therewith. Now if the said M^r Hindman hath
Picked out the finest Piece of each Muster and expects that all
the Goods should be of the same Sortment and at the same

Satisfactorily answered all his Engagements upon Accompt of the said Contract to the said Complainants Trustees to the s^d Captain Lawsons Estate and further Prays that he may be hence Dismissed with his Reasonable Costs and Charges in this Suit most unjustly Sustained.

Mayors Court at
Madraspatnam

Tuesday the first Day of August anno
Domini 1732 Between William Hindholme
Gilbert Slaughter and Joshua Hindman Trustees
of the Estate of Captain John Lawson Deceased
Complainants and Freengalium Courrapt of
Fort St George Merchants Defendants.

This Cause coming this Day to be heard and Debated before this Court in the Presence of the Attorneys on both Sides on hearing the Bill and answer Read and the Deposition of Mayora who Deposed that the said Captain Lawson at the time of signing the Contract in the Readings mentioned Did Consent and agree to Accept such Goods as the Defendant should Provide though the Contract should not be fully Performed by the Defendant and what was alleged on either Side and Due Consideration thereon this Court Doth think fit to order and Decree and Doth accordingly order and Decree that the Defendant Do allow and make good to the Complainants all such money as they shall make appear hath been by them Paid for Interest of any sums taken up to enable them to comply with the said Contract from the 3^d of May last and it is further ordered that the Complainants Do Receive of and from the Defendant All such Goods as he hath Provided Agreeable to the Tenor of the said Contract and it is further ordered that if the Defendant Do import any more goods at this Place of the same Muster and Sortment with those mentioned in the said Contract that he the Defendant Do give the Refusal of such goods to the Complainants and it is further ordered that the Defendant Do Pay the Costs of this Suit.

J^h Cur

the least imagining his Dissolution so near at hand, he this
 Defendant therefore did not think it convenient to urge that
 the Contract before Recited should be wrote over again and the
 objection and the Promise therein before mentioned be set forth
 in the same but Left the whole entirely to the Honour and
 Generosity of the said Captain Lawson and this Defendant
 Doubts not it would have been acknowledged and complied
 with by the said Captain Lawson had that Gentleman
 survived This Defendant saith that he both not know how
 far the several Complainants were admitted to the knowledge
 of the said Contract and therefore he cannot make answer
 to that Part of the Complainants Bill this Defendant further
 answering saith that he admits that Josiah Hindman one
 of the Complainants did apply to this Defendant requesting
 this Defendant to Release him from so much of the said Contract
 as exceeded the sum of Fifteen hundred Pagodas But this Def.
 saith that having actually agreed and Contracted with several
 Weavers to make and Procure the full Quantity of each Sortment
 of Goods mentioned in the said Contract and advanced great Sums
 of money to them for that Purpose and the Weavers at that time
 Promising faithfully to Perform the same and there being also
 a considerable Quantity of each Muster then upon the Looms more
 than to the Amount of Fifteen hundred Pagodas this Defendant
 therefore in Justice to himself ^{did not} comply with the Request of the said
 Mr Hindman the Complainant however his Inclinations
 might Lead him to do All such Sortments of Goods being never
 made but upon Particular Contracts and are only fit for the
 Europe Market by which had this Defendant complied with
 the Request aforesaid he would have been a very Great Sufferer
 therein by having a very Large Quantity of Goods returned upon
 his hands which in all Probability they might have lain many
 years before he this Defendant could have been able to have
 Disposed thereof if Ever All which this Defendant Remonstrated
 to the said Hindman and gave as his Reasons for Refusing to
 comply with the Request aforesaid and not being Capable of

by the said Contract your Orators Did on or about the Day of June Last Present their Bill in this Hon^{ble} Court against the said Treengalum Comrapah to Compell a Performance thereof where the said Treengalum Comrapah appeared and acknowledged the Execution of said Contract and promised to comply therewith whereupon this Court Did order and Decree that the said Treengalum Comrapah Should forthwith deliver the said goods to your Orators agreeable to the said Contract which your Orators well hoped the said Treengalum would have Done But now so it is that the said Treengalum Comrapah keeps back Parcel of the said Goods which by the said Contract and Decree he is obliged to Deliver to your Orators to the great Detriment of the estate of the said Captain John Lawson your Orators having been offered Four hundred Pagodas Profit in Case the said Contract had been fully complied with by the said Treengalum Comrapah To the end therefore that the said Treengalum Comrapah may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed immediately to Deliver unto your Orators the said Goods according to the Tenor of the said Contract and in Default thereof that the said Treengalum Comrapah may be Decreed to Repay the said Sum of Five hundred Pagodas with Interest and the said Contract be Declared Void and that the said Treengalum Comrapah may be further Decreed to make Satisfaction not only for the Damage the Estate of the said John Lawson sustains by the non performance of the said Contract but also on account of the money taken up as Interest by your Orator Josiah Hindman to enable him to comply therewith and the Charges and expenses he has been at in order to obtain a Performance thereof and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience

W^m Termin
Attorney for the Compl^t

or his order with Interest after the Rate of Six p Cent p ann.
 which Bond your Orator hath Ready to Produce will
 appear Now so it is may it Please this hon^{ble} Court that the S.
 Saffras neglects and Refuses to Pay the amount of the said
 Bond unto your Orator who is Lawfully Entitled to Demand &
 Receive the Same by virtue of his Powers of attorney beforementioned
 Although your Orator hath frequently Impressed the said Saffras
 to Discharge the Same To the end therefore that the said
 Saffras may upon his Corporal Oath give Direct and
 Perfect answer make to all and singular the matters and
 things before set forth and that he may be Decreed to pay
 the amount of said Bond unto your Orator together with
 such Interest as shall appear to be Due thereon at the Rate
 of eight p Cent p annum as Customary and that your Orator
 may have such other Relief on the Behalf of his Constituents
 as to this hon^{ble} Court shall seem meet.

Mayors Court at
 Madraspatnam

Friday the 28th day of July Anno Domini
 1732 Between Coja Salure of Fort St
 George Merchant Complainant and Coja
 Saffras of said Place Merchant Defendant

Upon Reading the Plaintiffs Petition and also Translation of a Bond
 under the hand of the Defendant Dated the 18th day of September
 1730 and several Persons being Present in Court and attesting
 the Payment of the Consideration money on executing the S.
 Bond This Court both think fit to order and Decree and
 both accordingly order and Decree that the Defendant
 Do pay unto the Plaintiff the Sum of Thirty Pagodas with
 Interest after the Rate of Six p Cent p annum from the
 Date of the said Bond together with his Costs of Suit.

J^d Cur

Deceased in any wise Belonging was and is hereby Committed
to Elizabeth Jeddere and Hannah Rochester Jeddere Joint
Executors in the said Will named being first sworn well
and truly to administer the same and to pay the Lawfull
Debts of the said Deceased and the Legacies in the said Will
Contained as far as the Goods Chattles and Credits of the said
Deceased shall extend and the Law oblige them and also to
Exhibit into this Court a True and Perfect Inventory of all
the said Goods Chattles and Credits on or before the first Day
of April 1732 and to Render into this Court a True and Just
Account of all the Effects of the said Deceased on or before the
5th day of October 1732 Dated the Day month and year and
Place above mentioned

Given under our hands and Seals and under the Seal of the
said Court Dated in Calcutta the 5th of October 1731.

James Nevill (LS)
J^r Bruce (LS)
Tho^s Moore (LS)
Alex Cottle (LS)

I know all MEN that we Elizabeth Jeddere and Hannah
Tenton both of Calcutta Do by these Presents Nominate Constitute
and appoint M^r James Hubbard Merchant in Madras Our
True and Lawfull Attorney to Demand sue for and Recover any
Sum or Sums of money Owing to us as Heiresses of Captain
Michael Jeddere Deceased and we Do hereby empower him to
give Acquittances in our name and Do confirm whatsoever he
shall Lawfully Do for us the same as if we our selves had done
it Given under our hands and Seals the 5th day of May 1732
Signed and Sealed

(where no Stamped Paper is
to be had in the Presence of
Richard Sturges
Robert Golding

E. Jeddere (LS)

Hannah Tenton (LS)

and oratrixes a just and true account Sales of the Goods assigned to them as aforesaid and to Pay what shall appear to be their Produce thereof and that your Orator and Oratrixes may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience.

W^m Termin
Attorney for the Compt^t

In the Name of God Amen This first Day of Sept^r in the year of our Lord God One thousand Seven hundred and Twenty eight I Michael Jeddere now of Calcutta in the East Indies being in Perfect Health and of Sound mind and Memory thanks be to God for it Same Do make this my Last will and Testament in the manner and form following hereby Revoking all former wills and Bequeaths by me made.

I primum I Commit my Soul to God who gave it & my Body to be Decently Buried as shall be thought Proper by my Trustees hereafter named.

I Item I Give and Bequeath unto my honoured father William Jeddere the sum of Twenty Pounds St^r yearly During his Natural Life and at his Death to go to my Executors hereafter named

I Item I Give and Bequeath unto my Loving Brothers John & James and James Jeddere and to my Sisters husbands Mr Joseph Baaman Ten Pounds Sterling to each of them for Myorning

I Item I Give and Bequeath unto my Sister Elizabeth Baaman Wife of Joseph Baaman One thousand Current Rupees of Calcutta and if my Loving wife Elizabeth Jeddere Doth Come from England to the East Indies before she can hear of my Death then the Rest and Remainder of my Estate be it what it will shall be Divided between her and my Daughter Hannah Rochester Jeddere whom I hereby Appoint and make my Executors Jointly But in Case my wife Should not Come for the East Indies before she could hear of my Death I Do then allow my wife Elizabeth Jeddere no more than what she can Recover by Law in Case I had Willed her nothing and then

Mayors Court at
Madraspatnam

Tuesday the 19th day of May Anno Domini
1732 Between Coja Amer Esq^d of Fort
St George Merchant Complainant and
Coja Sargues of the same Place Merch^t Def^t
Upon Reading the Bill Exhibited by the Plaintiff and the
Answer put in thereto by the Defendant and it appearing that
the matters in Question Between the Plaintiff and Defendant
Depended on the Customs of the Armenian Merchants it is therefore
ordered that the several matters and Accounts in Dispute
Between the Plaintiff and Defendant be and they are hereby
Referred to the Determination of Coja Isaacson Coja David and
Coja Gregorio and it is further ordered that the Award to be
made by the said Arbitrators be final and Conclusive to both
Parties and that they Do abide and Perform the same

J Cur

Mayors Court at
Madraspatnam

Tuesday the 18th day of July Anno Domini
1732 Between Coja Amer Esq^d of Fort
St George Merchant Complainant and Coja
Sargues of the same Place Merch^t Def^t
Upon Reading an order made in this Cause Dated the 19th day
of May Last and also an award made Pursuant thereto whereby
the several Arbitrators Do award and order that the Defend^t
Do make oath that he Paid the Plaintiff the Sum of Pagodas
416.3. and that the Plaintiff Do make oath that he Paid the
Defendant the Sum of Pagodas 150. and if the Parties comply
therewith then it is ordered that the Defendant Do pay unto
the Plaintiff the Sum of one thousand two hundred sixty two
Pagodas and four sannams but if either Party should Refuse
to make oath as aforesaid then the said Sum of Pagodas 416.3.
or the said Sum of Pagodas 150. is to be added to or Deducted
from the said Sum of one thousand two hundred sixty two
Pagodas and four sannams and that each Party Do affix their

132

DD Coja Amer Espad in Account wth
 Sept^r 1st To so much brought from the other sheet 3269 15 -
 To Ballance 3412 7 -
 Page 8681 22 -

DD Paid Amer Espad
 To the Difference in the Second sheet on the Responding 7 27 -

NB. To this account Coja Amer Espad has
 affixed his Seal thereby allowing & consenting to the same.

DD Coja Amer Espad in Account wth Coja

1728
 April 20th To Cash Received of Vincas Duton 280 -
 1730 To D^r Received of Anconah for Rice 350 -
 April 1st To 3 Jars of wood Oyl 7 18 -
 Sept^r To Freight of Sundrys 1 5 -
 To Ballance 638 23 -
 Page 143 26 -
 Pages 782 73 -

150 D. D. Coja Amer Epsaud in account 20th
Sept. 1st To so much brought from the other sheet - Pag. 326915 -

148

1726/7
Sept. 4 To so much Brought from the other sheet. Pag. 326/5.

Coja Ameri Esaud in Account wth

The Schedule Referred to in the foregoing Edition.
Some Papers belonging unto the Armenian Church laid
up and sealed with my seal which I delivered unto Coja
Ammer Epsad when he was Churchwarden by the Direction
of the Padres But at the same time made my self answerable
for their forth coming and therefore I conceive they ought to be
Returned to me.

The Bills of Sale of my Three houses in Marcaun Street in
Madras (which houses I lately made into one) and of my
house at the mount In the Beginning of the year 1726
I Desired Coja Ammer Epsad to write to his Brother Coja Saffar
or any of his Correspondents at Surat to Supply my Family at Persia
with 200 Tomans and to Draw on me by Bill of Exchange for the
Sum of 5000 Rupees to Discharge the same which I Promised to
accept and as Security for so Doing Deposited the aforesaid Bills
of Sale in his hands this affair not being Completed with I desire
the said Bills of Sale may be Returned me.

My Bond to Major Roach taken up by him and my subsequent
Bonds to Ammer Epsad for the moneys he Paid Major Roach
on Coja Symones Account the same being Accounted for in the
Account Current Annist.

The Bills of Exchange Drawn by Coja Gregory and myself
on Coja Nicholas on account of Coja Symone for the Sum of 500
Pagodas which we Desired Coja Ammer Epsad to Receive of the
said Nicholas but he did not Do it (or at Least not to my knowledge)
and therefore the said Bills ought to be Returned to me or
accounted for.

My Counter Bond for the Respondentia money Lent Coja Symone
on the Ship Santa Cruz the same being Accounted for in the
aforesaid Account Current.

A Bond from Coja Gregory and my self to Repay him the Sum of
231 Pagodas which he was to Pay Goode Anconah on account
of Coja Symone which he not having Done the Bond is Returned
to me.

A Bond from me to Oratoon Bauveig in his hands, There was

and for the Proper Account rise and behoof of his Said
 Constituent Coja Symone take up and Receive several Sums of
 money Parcels of Goods and other Particulars as before mentioned
 and Did give Bonds for the same in the name of the Said
 Coja Symone some signed by the said Coja Gregory and this
 Defendant jointly others by this Defendant alone as is usual
 for attorneys to Do This Defendant sayeth that sometime in
 the month of April 1730 he this Defendant Did make up
 and settle all the Transactions between them upon Account
 of the Said Coja Symone and this Defendant saith that he
 Did Draw the same out into a General Account Current &
 Did send the same to the Complainant who kept the same
 in his hands for some months and then returned it to this
 Defendant with his Chop or Seal affixed to each Part thereof
 by which according to the custom of the Armenians he allowed
 approved and confirmed the said Account to be true and
 just which Account Current so sealed and a Translation thereof
 this Defendant hath for the better information of this hon.
 Court and to avoid all Litigious matter or Diligency in this Suit
 hereinto annex by the Tenour whereof this Defendant secures
 himself to be freed from all Demands of the Complainant
 hereon or upon Parts or Parcels thereof or of any other Transactions
 in Behalf of the said Coja Symone and more Particularly so
 from all and every the Charges in the Complainants said Bill
 of Complaint set forth or in the Schedule therunto annexed
 Excepting such articles thereof as are herein before excepted all
 which matters and things this Defendant humbly leaves to
 the Consideration of this hon^{ble} Court and Prays to be hence
 Dismissed with his Reasonable Costs and Charges in this
 Behalf most wrongfully Sustained

J. Rumbold
 Attorney for the Defendant

that the Defendant Do pay the Costs of Suit.

J Cur.

Nov. 9th
1731

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly complaining Sheweth unto this Hon^{ble} Court your
Orator Coja Ammer Esq^r of Fort St George Merchant That
your Orator Did at sundry times advance and Lend and also
Sell and Deliver to Coja Sargues merchant now being and
Residing in Madras Several Sums of money and sundry Parcels
of Goods of Divers sorts the Particulars whereof are mentioned
and set forth in the Schedule or account hereto annexed
amounting in the whole to the Sum of Four thousand Three
hundred forty six Pagodas and upwards and your Orator
Shews that he hath frequently Applied to the said Coja Sargues
to make up and settle an account between them of these several
Sums of money Lent and goods Delivered to him the said Coja
Sargues by your Orator and to pay your Orator what upon the
Ballance of such account Should appear to be Remaining due
to your Orator But now so it is may it Please this Hon^{ble} Court
the said Coja Sargues Disregarding the Justice of your Orators
Demand Refuses to comply with such your Orators Request To the
end therefore that the said Coja Sargues may upon his
corporal Oath true and perfect answer make to all and every
the matters aforesaid and Particularly may set forth whether
he the said Coja Sargues hath not Borrowed taken and received
the several Sums of money and Parcels of Goods in the Schedule
hereto Annexed mentioned at the Days and times therein
Particularly expressed or any and what Part thereof and
whether he the said Coja Sargues owe thereby and by means
thereof justly and truly indebted to your Orator in the Sum of
Four thousand three hundred and Forty six Pagodas or any
other and what Sum of money and that the said Coja Sargues

Mayors Court at
Madraspatnam

Tuesday the 4th day of July Anno Domini
1732 Between Coja Zachariah de Petras of
Fort St George Merchant Complainant and
Coja Ammer Esad of the same Place Merchant
Defendant

Upon Reading the Plaintiffs Petition and also an account first
Signed by him and the Defendant appearing in Court and
acknowledging the Justness of the Plaintiffs Demand This Court
Doth think fit to order and Decree and Doth accordingly order
and Decree that the Defendant Do pay unto the Plaintiff the sum
of Pagodas one thousand one hundred and Thirty five being the
Balance Remaining Due on the said Accounts together with his
Costs of Suit.

W Cur.

June 27th
1732

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth to this Hon^{ble} Court your Orator
Zachariah of Fort St George Merchant that Shik Sahib of said
Place merchant having Occasion for a sum of money applied
himself to your Orator Requesting him to advance the same whereupon
your Orator Did advance and Lend to the said Shik Sahib the sum
of Two hundred Pagodas Current of Madras for securing the
Repayment whereof to your Orator he the said Shik Sahib Did
by writing under his hand Bearing Date the 16th day of Sept^r
which was in the year 1731 in consideration of the said sum of
Two hundred Pagodas Convey and assign to your Orator all those
houses and Grounds in the said assignments Particularly
Described To hold unto your Orator his heirs and assigns forever
In which said assignment is contained a Clause for making
void the same on Payment of the sum of Two hundred Pagodas
with Interest after the Rate of Eight per Cent per Annum within one
month and fifteen Days from the Date thereof as by the said
assignment Ready to be Produced as this Hon^{ble} Court shall award

April 13th 1731.In the hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this hon^{ble} Court your Orator
Caja Zachariah de Petrus of Fort St George Merchant
That your Orator having had Dealings in the way of Trade
with one Caja Ammer Espad of this Place Merchant and having
at sundry times advanced and Lent several Sums of money to the
Said Ammer Espad and Duely Credited him in Acc^{ts} Current
for all Receipts or Payments by him made to your Orator there
Remains for Ballance Due to your Orator on the foot of the Said
Account the full and Just Sum of Eleven hundred and thirty
five Pagodas from the time of their Last Dealings being so
much Principal money Due to your Orator from the Said
Ammer Espad as may evidently appear by the Translate of the
Said Account Current Ready to be Produced as this hon^{ble} Court
shall Please to order But now so it is may it Please this hon^{ble}
Court that the Said Ammer Espad Refuses to Satisfy your Orators
Just Demands though Long and often importuned to that Effect
and Purpose To the end therefore that the Said Ammer Espad
may upon his Corporal oath true and perfect answer make to
all the matters herein Stated and that he may more especially
be obliged to Set forth whether all and singular the Articles on
the Debt and Credit Sides of his Said Account with your Orator
be not Justly and truly Stated and whether anything be
therein Omitted to his Prejudice or whether he hath any other
or Further Just Demand on your Orator than what is allowed
and granted in the Said Account and that he may be Decreed
to Pay unto your Orator the aforesaid Sum of Eleven hundred
and Thirty five Pagodas together with the usual Interest thereon
from the Closing of Said Account and that your Orator may
have such further and other Relief as to Equity and good
Conscience shall appertain

Samuel Palmer
Attorney for the Compl^{ant}

it quickly to Tombe Chuttee and manage it that the Goods
be forth coming. The 300 Pagodas which is Due from
Guzarat you must speak to Canagariah Muddelier and
secretario and get him seized on in Perry Nagis Country, Do it
with Speed before one Lopes his Reputation

Charles Nero

Mayors Court at
Madraspatnam

Tuesday the 27th day of June Anno Domini
1732 Between George Drake of Fort St George
merchant Complainant and Changanah of
the same Place Lion Defendants

This Cause coming this Day to be heard and Debated before
this Court in the Presence of the Attorneys on both sides on
hearing the several Troops taken in this Cause and also one Letter
under the hand of the Defendants Dated the 24th Feb^y 1726/7
and also one other Letter under the hand of Anardachilum Dated
the 7th of Nov^r 1727 Read and upon Examination had of the
matters in this Cause and Due Consideration thereon This Court
Dott think fit to order and Decree and Dotts accordingly
order and Decree that the Defendants Do pay unto the Plaintiff
the sum of one hundred and Thirty five Pagodas Eighteen
Pannams together with his Costs of Suit

J^{us}

Court of Appeals in
Madraspatnam

Between Changanah of Fort St George
Lion Appellant and George Drake of the
same Place Merchant Respondent

This Cause coming this Nineteenth day of August one thousand
seven hundred and thirty two, ^{to be heard and Debated} in Presence of the Complainant
and the Defendants Attorney This Court after having duly
considered the Purport of the Bill of Complaint and answer
together with the Depositions and other Exhibits in the hon^{ble}
the Mayors Court in this Cause. Did think fit to order and
Decree and Dotts accordingly order and Decree that the
Judgment and Decree of the hon^{ble} Mayors Court in this

But could never get the fellow back the sum is Pagodas 142.
 with the Interest on Pagodas 500. which Vencaty will be
 so good as to Remember he Promised to get in forme or to Deliver
 over unto you the Chank fellow and the Leon M^r Barrington
 and M^r Hubbard were Privy to this affair and I refer you
 to them. This Deponent saith that he believes Vencaty might
 speak to him about this affair for in answer to the aforesaid
 Letter the Acting Attorneys wrote to the Complainant as this
 the Person that owes the Pagodas 142. ^{on acct of Chank} we believe is not able to
 Pay any thing. This Letter was Dated Feb^y the 7th 1730 and
 since that time this Deponent doth not Recollect anything
 further that Pass'd on this Account and further he saith not

Charles Peers

Translate of a Letter wrote by Changonah from Caracoe
 to Vencatastia marked A and Dated Feb^y 24 1726/7.
 We are in good health and should be glad to hear of yours
 when I ask my leave of you at my going to Caracoe you order
 me to Provide Goods according to Muster and to Receive the
 Goods first and then Pay the money I Received 400 Pagodas
 and you sent me away Arriving there and Looking after the
 Goods I could find none according to Muster Neither is it usual
 there to Receive the goods first and Pay the money after
 Shashan Gelli Chidder's Brother Ananta Gelli Chidder told me
 the money must be Paid first and the Goods would be deliver'd
 in about ten Days after and there Must and not according
 to Muster he also told me he had Received a Letter from his
 Brother to Lave must Goods but Picked Goods could not be got
 and that he had sent money two or three ways to Provide must
 Goods and had already Received 10000 Chank and the Remainder
 he expected Daily he also said he had fifty Pagodas in his fustody
 and expected in a few Days to Receive Chank for it But at what
 Rate he bought it I was ignorant he now saith one way he bought
 5000 Chank at 20 Pag. and 2 of 1000 another way 5000 at 19 1/2 Pag.

Residing there till he the said Vencatashia had first delivered him Chank to the Amount of what he should Demand and this Deponent Saith that at his Return to this Place the Defendant Did Deliver into his Custody a Muster of Chank with orders to Carry and Deliver the Same to the Complainant which orders were Complied with by this Deponent and further Saith not.

Vencatyputtie

Witness of Fort St George Aged 28 years or thereabouts being Produced as a witness on the Part of the Defendant and afterwards being Sworn & Examined Depose as follows To the first Interrogatory this Deponent Saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the Complainant Ten years and the Defendant Fourteen years or thereabouts To the 6th Interrogatory this Deponent Saith that he Doth know Santa Vencatashia now Dubash to the Complainant and further that about 5 or 6 years Past this Deponent being at Nagore and upon his Return to this Place the Defendant being then also at Nagore and very much indisposed did Request of this Deponent to Carry a Sum of money for him the Defendant to Madras and Deliver the Same to Vencatashia the Complainant Dubash where to this Deponent Consented and thereupon the Defendant did Pay into this Deponents hands the Sum of One hundred and Twelve Pagodas or thereabouts but the Exact Sum this Deponent Doth not Remember or Can set forth and further that he the Defendant did also Deliver unto this Deponent a Letter for the said Vencatashia and this Deponent further Saith that upon his Arrival in Madras he this Deponent Did pay the said Sum of Money so Received of the Defendant at Nagore and also Deliver the said Letter to the said Vencatashia at the same time along the said Vencatashia from whom he Received said Sum and Letter and this Deponent further Saith that upon Receipt of said Sum of money and Letter the said Vencatashia Did pay to this Deponent and the other two

123
Departed this Place for Europe he Received information from
the Defendant that Anandara Chetty had Delivered him
a Quantity of Chank which was Put in a Godown and the
Keys thereof Delivered him and that some small time
after he the Defendant had Received such Chank as aforesaid
a Banian Belonging to Mr Barrington had Promised the
Havaldar of that Place 100 Pagodas Provided he would
use his Authority to take away the Chank so Delivered him
the Defendant by the said Anandara Chetty insisting that
the same was the Property of his Master and further that
he believed such sum was so paid because the Havaldar
had since forced open the Godown and took all the Chank
so Delivered him by the said Anandara Chetty as aforesaid
This Deponent saith that immediately on the Receipt of
this Advice he made a strict enquiry of Mr Barringtons
People whether the information Received from the Defenat
was true where to one of Mr Barringtons Lions who had been
also at Nagore assured this Deponent that the same was
fact and that the Banian afterwards scrupling to Pay the
Havaldar the 100 Pagodas so Promised he had forced him
to a Compliance by Tortures and further to this Interrogatory
this Deponent saith not.

To the Fifth Interrogatory this Deponent saith that in or
about the month of August in the year 1727 the Defendant
Did send this Deponent the sum of Pagodas 108 wth thereabouts
which sum this Deponent Received by the hands of Versiah
a Lion at that time belonging to Mr Hubbard and further
he believes the Defendant Did send a Letter with said sum
but the same is now either Lost or mislaid therefore Cannot
Sett forth the Contents and this Deponent further answering
saith that he did from time to time Acquaint and advise
the Complainant of the several Messages and orders sent
given and Received by this Deponent Relating to the Defend^t
from the time of his first Departure for Nagore to the time
of Receiving such sum of money of Versiah as aforementioned

Jam Were you one of the Attorneys appointed by the Complainant
 to take care of his Effects here on his Departure to England
 If yes Did Sonta Vencatashia then and now Dubash to the
 Complainant at any time During the absence of his Master
 inform you of any Debt owing by the Defendant to the Compt
 or Did the Complainant on his Departure advise you of
 any such Debt so Due from the Defendant.

W^m Fermis

Attorney for the Defendant

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

Sonta Vencatashia of Fort St George Dubash Aged 37
 years or thereabouts being Examined as a witness on the Part
 of the Defendant was on the 7th of June Anno Domini 1732
 Shewn in Person to Wth Henry Humboldt who is Attorney for the
 Complainant by Charles Pero who also kept a note of the name
 Title and Place of Abode of the said Deponent and afterward
 being sworn and examined Deposeth as follows
 To the first Interrogatory this Deponent saith that he doth
 know the Parties Complainant and Defendant in the Title of the
 Interrogatory named and hath so known the Complainant
 14 years and the Defendant Ten years or thereabouts
 To the Second Interrogatory this Deponent saith that about
 six years Past to the Best of this Deponents Remembrance he
 this Deponent did (by order of the Complainant his Master)
 send the Defendant with the sum of 400 Pagodas to Nagore
 to Receive of and from Anandara Chitsee a Quantity of Cloth
 to the amount of 500 Pagodas which he the Complainant
 had contracted for at this Place with one Chastagilum
 Chidau the said Anandara Chittees brother and further
 that he this Deponent employed one other Leon named
 Vencaty Lutter to accompany the Defendant as a security
 or Guard for the sum he so carried with him This Deponent
 further saith that he doth not Remember whether he this

being Pagodas 250 as before mentioned notwithstanding the contract was Pagodas 27 $\frac{1}{2}$ 1000 at which rate the said 9500 Chank amounted to Pagodas 256.18. and further this Dependent's faith note.

James Hubbard

Interrogatories to be administered to.

Witnesses to be Produced Sworn and examined in a certain Cause wherein George Drake of Fort St George Merchant is Complainant and Changona Defendant.

On the Part of the Defendant.

Imprimis Do you know the Parties Complainant and Defendant in the Title of these Interrogatories named or either of them and how Long have you known them or either of them Declare

Item Did you about six years Past or how Long since and by whose order send the Defendant and any other Person and whom by name from this Place to Nagore with a Letter and any and what sum of money and in what manner was the same delivered to the Defendant if yea by whom or whose order was such Letter wrote and signed and to whom was the same Directed and what was the Purport thereof and what orders were by you or any other Person and whom given to the Defendant and such other Person touching the Delivery of the said Letter and money at the time of their Departure from this Place.

Item Were you about six years past or how Long since sent together with the Defendant and by whom from this Place to Nagore to Carry a Letter and any and what sum of money and by whom and in what manner was such money Delivered and what orders or Directions were then given to the Defendant touching the said money and Letter and by whom and to whom was the said Letter Directed as you know believe or have heard Did you go in company with the Defendant to Nagore if yea Did the Defendant on his Arrival there Deliver the said Letter to the Person to whom the same was Directed and what Conversation Past between the

these Interrogatories named and hath so known the Compt^{ts}
 Fourteen years and the Defendant Ten years or thereabouts.
 To the Fifth Interrogatory this Deponent Saith that in or about
 the month of January in the year 1727 to the best of this
 Deponents Remembrance The Complainant did send the Deft^{ts}
 he being at that time his Servant to Nagore to Receive of and
 from Anandara Chittie Chank to the Amount of 500 Pagodas
 which he the Complainant had Contracted for at this Place
 with one Sasthagilum Chittie the Said Anandara Chitties
 Brother and further that the Sum so sent by the Defendant
 amounted to Pagodas 400 which this Deponent Delivered
 into the hands of the Defendant in the Presence of the Compt^{ts}
 and this Deponent further Saith that at the time of Delivering
 the aforesaid Sum of 400 Pagodas to the Defendant he this
 Deponent by order of the Complainant Did tell the Defend^{ts}
 that on his Arrival at Nagore he was not to Deliver any Sum
 to the Said Anandara Chittie till he had first Advanced him
 the value of such Sum in Chank this Deponent further Saith
 that in or about the month of February following this Deponent
 by order of the Complainant Did send a Lion to the Defendant
 with the further Sum of 100 Pagodas but the name of such Lion
 this Deponent Doth not know or can tell forth and that the Sum
 so sent was to make up the Sum of Pagodas 500 Contracted for in
 Chank as aforesaid this Deponent further Answering Saith
 that on the Return of such Lion by whom the Last 100 Pagodas
 was sent such Lion informed this Deponent that he had delivered
 the said 100 Pagodas into the hands of the Defendant and the
 one Venkatyputtee who came up also with him from Nagore
 Confirmed the same This Deponent Saith that he Doth not
 know whether the Said Sums were actually Laid out in Chank
 But this Deponent Saith that some small time before the
 Complainant went Last for Europe he the Complainant informed
 this Deponent that there Remained a Ballance of 152 Pagodas
 on the aforesaid Account and enquired of this Deponent what
 was become of the Defendants ~~his Sum~~ ^{his Sum} ~~in this Deponent's~~

Item Do you know of any other matter or thing in the Behalf of the Complainant in this Cause if you set forth the same as you know or do believe with the Reason of such your knowledge & Belief.

H. Rumbold
Atty.

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

Vencatyputtel of Fort St George Leon aged 30 years or thereabouts being Produced as a witness on the part of the Complainant was on the 3 of June Anno Domini 1732 Shewn in Person to Mr William Jermyn Attorney for the Defendants by Charles Nero who also Left a note of the name title and Place of abode of the Said Deponent and afterwards being Sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent Saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the Complainant 10 years and the Defendant Ten years or thereabouts.

To the second and third Interrogatories this Deponent Saith That about 7 years past to the best of this Deponents Remembrance Vencatashia then and now Dubash is the Complainant. Did Deliver into the hands of the Defendant a Parcel of money sealed up but how much the same amounted to this Deponent Doth not know or can set forth with orders to Carry the same to Nagore and that upon his Arrival there whatever Chank he should Receive from one Vencatashilum a Merchant there he was to Lay him the value of all such Chank as he should Receive from him and this Deponent Saith that he was employed by Vencatashia to Accompany the Defendant to Nagore as a security for the sum the Defendant Carried with him and this Deponent further answering Saith that During his Stay at Nagore one other Leon Arrived there with one hundred Pagodas as the Defendant informed this Deponent But whether such Leon was Sent from the Complainant or his Dubash Vencatashia this

Turn Do you know of any other matter or thing in the Behalf of the
Complainant in this Cause if you see forth the same as you know
or Do believe with the Reason of such your knowledge & Belief

H Rumbold
Att'y.

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

Vencatapputtee of Fort St George Leon Aged 30 years or
thereabouts being Produced as a witness on the part of the Complainant
was on the 3 of June Anno Domini 1732 Shewn in Person to Mr
William Jermyn Attorney for the Defendant by Charles Nero who
also Left a note of the name title and Place of abode of the Said
Deponent and afterward being Sworn and examined Deposeth
as follows.

To the first Interrogatory this Deponent Saith that he Doth
know the Parties Complainant and Defendant in the Title
of these Interrogatories named and hath so known the Complainant
10 years and the Defendant Ten years or thereabouts.

To the second and third Interrogatories this Deponent Saith
That about 7 years past to the best of this Deponents Remembrance
Vencatashia then and now Dubash is the Complainant of D. it
Deliver into the hands of the Defendant a Parcel of money sealed
up but how much the same amounted to this Deponent Doth not
know or Can set forth with orders to Carry the same to Nagore
and that upon his Arrival there whatever Chark he should
Receive from one Vencatashia or a Merchant there he was to
Pay him the value of all such Chark as he should Receive from
him and this Deponent Saith that he was employed by
Vencatashia to Accompany the Defendant to Nagore as a Security
for the sum the Defendant Carried with him and this Deponent
further answering Saith that During his Stay at Nagore one
other Leon Arrived there with one hundred Pagodas as the
Defendant informed this Deponent But whether such Leon was
Sent from the Complainant or his Dubash Vencatashia this

order and Direction Doth (as this Defendant apprehends) thereby approve the Compliance of this Defendant with the orders of from the said Anantachilum and this Defendant humbly hopes the same will be deemed a sufficient Discharge to this Defendant against the Demand of the Plaintiff and this Defendant further saith as in and by his said Answer he hath already said and Doth and will averr 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 expressed and alleged.

W^m Ferrin

Attorney for the Defendant

Interrogatories to be administered to such witnesses as shall be Produced sworn and Examined in a certain Cause wherein George Drake of Fort St George Merchant is Compt^l and Chagonah of the same Place Leon is Defendant. On the Part of the Complainant

Imprimis Know you the Parties Complainant and Defendant or either and which of them and how have you so known them or either and which of them Declare.

Item 2 Do you know of the Defendants Purchasing a certain Quantity of Chank at any time or times between the months of January and September in the year 1727 if yea say where when of whom and for whose Account was such Chank so Purchased as you have heard or Do Remember Further set forth if you yourself was not Concerned in the Fetching in and Receiving such Chank and how far you was Concerned therein and by whose Directions and orders you was so concerned.

Item 3 Do you Remember to have heard the Defendant During his Residence at Nagore or at any other time after his Departure from Madras in the month of February 1727 acknowledge the Receipt of any Sum or Sums of money from the Complainant or from his order if yea set forth how much such Sum or Sums

much as if himself had spoke the same to the Defendant in his own Language This Repliyant Saith that the Defendants Demand in his said Answer for wages Intended to be Due to him is unjust. this Repliyant Hoping to Prove that he paid the Defendant his wages Truly for so Long time as he had the Least Pretence to this Repliyants Service This Repliyant further and finally Saith that all and every the Matters and things Contained in this Repliyants Bill of Complaint are Certain true as the same are therein alleged and expressed and that the Answer of the said Def^t is evasive untrue and insufficient in the Law to be Replied unto and therefore this Repliyant Prays as in and by his said Bill he hath already Prayed

J^r Rumbold
Att^y

The Rejoinder of Chargonah of Fort
St George Leon Defendant to the Bill of
Complaint of George Drake of the same Place
Merchants Repliyant.

The said Defendant now and at all times hereafter Saving & Reserving to himself all and all manner of Benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication Saith that the Defendants said answer is certain true and sufficient in the Law to be Replied unto and that the Replication of the Complainant thereto is very untrue evasive and insufficient For that this Defendant Doth Deny that he was entrusted by the Repliyant with the sum of Five hundred Pagodas to be by this Defendant Invested in Chank or that the sum of Four hundred Pagodas in this Defendants answer mentioned to be Received from Vincatashia was Counted over and Delivered unto this Defendant in the Presence of the Repliyant for that this Defendant Doth positively aver that the Repliyant was not Present at the Delivery of the said sum of Four hundred Pagodas to this Defendant. Neither Did this Defendant then or at any other time Receive orders or instructions from the Repliyant how to furnish the said sum to the merchants of that District

to Suppose his Interest necessary to Cause a Speedy and Satisfactory
 Return of the Defendant the Reason of mentioning this Letter
 this Repliyant Conceive was to Corroborate the Defendants
 allegation that it was upon Venkatastias and not this Repliyant's
 Account the said Defendant was employed the said
 Venkatastia having signed the Letter jointly with the said
 Sasthagilum but this assertion is very weak in Regard that it
 is the known Custom of Dubashes of all the English Merchants
 in this Place to Negotiate their Masters affairs for them up in
 the Country This Repliyant saith that the Pretended orders
 given to the said Defendant for the Delivery of the money as
 well as the Letter to the aforesaid Anantachilum as mentioned
 in the Defendants said Answer are untrue for that on the
 contrary For that the Positive orders of this Repliyant to the
 said Defendant were that he the said Defendant should
 Pay away no Sum or Sums of money until he had a full
 Equivalent of good Chank in his hands for the same Agreeable
 to his instructions and therefore what moneys the Defendants
 Did pay away at Nagore to Anantachilum or to any other
 Person belonging to this Repliyant and for which the said Def.
 had no Security of Chank in his hands was paid in his own
 wrong and without the knowledge Privity Consent or orders
 of this Repliyant and the said Defendant ought to Stand to all
 the Damages thereof This Repliyant allows that the Defend.
 Did send Down a Parcel of Chank conformable to his
 instructions and this Repliyant saith that Mr Hubbard being
 concerned with this Repliyant one half Share in this adventure
 of Chank was very uneasy at the Delay of the Returns in
 full and upon this Repliyant's Preparation for his Voyage
 to England the said Mr Hubbard did Demand this acct.
 to be settled upon which this Repliyant still retaining a good
 opinion of the Defendant and firmly believing he would
 Speedily Come Down and Render a Satisfactory account
 of the Business to this Repliyant Did Render the aforesaid
 Parcel of Chank amounting in Sale to more than five

The several Transactions aforesaid and this Defendant humbly Prays and hopes this hon^{ble} Court will Compell the Complainant to Pay and make good to this Defendant the Wages Due to this Defendant for the time this Defendant was employed in the Service of the Complainant as aforesaid on which Account there is Due to this Defendant the Sum of Nine Pagodas or thereabouts and for which this Defendant hath never Received any Satisfaction from the Complainant all which matters and things this Defendant is ready to averr maintain and Prove as this hon^{ble} Court shall award and Prays to be herce Dismissed with his Reasonable Costs in this Behalf most wrongfully Sustained

W^m Termin
Attorney for the Defendant

April 18th
1782

The Replication of George Drake
of Fort St George Merchant Complainant
to the answer of Changanah of The same
place Leon Defendant.

The Said Replyant Saving to himself all advantages of Exception to the many untruths Errors uncertainties and imperfections in the Said Answer contained Sayeth that the Defendants answer to this Replyants Bill of Complaint is in some parts thereof evasive in others absolutely false and the whole insufficient in the Law to be Replied unto For that the Defendant Saith in his Said Answer that he was not at or about the time mentioned in this Replyants said Bill entrusted by this Replyant or by any other Person in his behalf with the Sum of Five hundred Pagodas or any other Sum to be by him inosted in the Purchase of Charcks for the Account of this Replyant which is absolutely false for the Sum of Four hundred Pagodas was Counted over and Delivered to the said Defendant by this Replyants Dubash in the Presence of this Replyant and the said Defendants

Defendants Arrival at Nagore and Compliance with the
 orders Received from him by which Leon the said Vencatasthia
 Did send Musters whereby this Defendant was to Sort the Chank
 to be Provided by the said Anantachilum and this Defenat
 saith that sometime after the said Anantachilum Did send
 to the said Vencatasthia a Parcel of Chank sorted by this Deft
 Consonant to the Muster Received as aforesaid and which Chank
 for ought this Defendant knows to the contrary might be for
 Account the Complainant but this Defendant saith he knoweth
 not or can tell forth the Particular Quantity of Chank so sent
 or what was the amount thereof and this Defendant saith that
 During his Stay at Nagore the said Vencatasthia Did write a
 Letter to the said Anantachilum in Receipt whereof the said
 Anantachilum sent for this Defendant and told him this
 Defendant he must go to Congveeram where the said
 Vencatasthia then was and thereupon this Defendant proceeded
 to Congveeram where he found the said Vencatasthia who
 employed this Defendant in Collecting in several Sums of
 money Due from sundry Merchants for Coral by them purchas'd
 of the said Vencatasthia and this Defendant saith that after
 about Twenty Days Stay at Congveeram the said Vencatasthia
 did order this Defendant to Return to Nagore and to Receive
 from the said Anantachilum what money might be Remaining
 in his hands uninvested Pursuant to which Directions this
 Defendant did Return to Nagore and sometime after his
 Arrival there did Receive from the said Anantachilum the
 Sum of one hundred and ten or one hundred and Twelve
 Pagodas but the exact Sum this Defendant Doth not Remember
 as the Ballance of Accounts Remaining Due to the said
 Vencatasthia the said Anantachilum at the same time
 telling this Defendant that in Case any more money was Due
 he the said Anantachilum had given orders to his Brother the
 beforementioned Sashagilum to pay the same to the said
 Vencatasthia by Letter then Delivered to this Defendant and
 this Defendant saith that at the time of this Defendants

informed of all the Proceedings before Decided and your Orator
 shews that having Diligently inquired and found out where
 the said Changonah Secreted himself he once more Sent to
 him Requiring him to Come Down and settle the Account before
 mentioned promising upon his Performance thereof not to
 molest him further for his Breach of Trust and other unfair
 Practices but your Orator shews he met with nothing but
 faint excuses and Repeated Causeless Delays for such his said
 Proceedings with the said Changonah who hath Appropriated
 the aforesaid Sum to his own use and behoof and now refuses
 to Come to any Account with your Orator for the same and
 your Orator shews that the said Changonah hath Lately
 Come Down to the Town of Madraspatnam and there
 Privately inhabits at this time but with Caution avoiding
 the sight of your Orator or any of his servants being conscious
 of the Injury Done to your Orator To the end therefore that the
 said Changonah may give Direct and perfect answer make
 to all and Singular the matters herein set forth as if the
 same were here again Repeated and Interrogated and that
 he may be Decreed to Pay unto your Orator the aforesaid Sum
 of one hundred and forty two Pagodas with the usual Interest
 on the same and that your Orator may have such further
 Relief in the Premises as shall be agreeable to equity and also
 in consideration of the Fraudulent Practises of the said
 Changonah and for that he may again and in all probability
 will secret and absent himself from your Orators just demands
 if he be not Directly Required to give in Bail to your Orators
 Suit and also for that the said Changonah is very well able
 So to Do.

J. Rumbold

Turat 6 Aprilis 1732

Coram me

John Bulkeley

Mayor

The answer of Changonah of Fort
 St George from Defendant to the Bill
 of Complaint of Georgi Frake of
 Fort St George aforesaid Merchant Complainant

Deliver to your Orators the Said Goods Agreeable to the before
Mentioned Contract entered into by him with the Said John
Lawson and that your Orators may have such further and
other Relief in the Premises as shall be agreeable to equity and
Good Conscience

W^m Termie

Attorney for the Complainants

Mayors Court at
Madraspatnam

Friday the 16th June Anno Domini 1732
Between William Rudholme Gabriel
Slaughter and Josiah Hinaman Trustees
of the Estate of Captain John Lawson
Deceased Complainant and Hevingalum
Comorant of Fort St George Merchant Defendant

Upon Reading the Plaintiffs Petition and also a Contract
under the hand of the Defendant Dated the 22^d Day of July
Last made by the Defendant with the Said Captain Lawson
and the Defendant appearing in Court and acknowledging
the execution of the Said Contract and that he had received
Five hundred Pagodas in Part the money is become Due
thereon This Court Doth think fit to order and Decree and
Doth accordingly order and Decree that the Defendant Do
Deliver unto the Plaintiffs the Several Sortments of Goods
Agreeable to the Said Contract and that the Plaintiffs Do
Pay the Defendant the Several Prices therein Stipulated
for the Said Goods and that the Defendant Do pay the Costs
of this Suit.

J^s Cur

March 7th
1734/2

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your Orator
George Drake of Fort St George Merchant that one Changanah
now being and residing in Madras was formerly entertained

Interest unto your Orator the said Videmadah Did Draw
 Sign execute and give unto your Orator one Cadjan Bond
 for the aforesaid Sum and the Interest that might become
 Due thereon Payable upon Demand But now So it is may
 it Please this Hon^{ble} Court that the said Videmadah hath
 Put off your Orator from time to time with faint excuses for
 upwards of Five years During all which time your Orator
 hath not Received any Part of the said Bond To the end
 therefore that the said Videmadah may upon his Corporal
 oath true and Perfect answer make to all and every the
 matters before stated and be Decreed to Pay to your Orator
 the Principal and Interest Due on the Bond aforesaid and
 That your Orator may have such further and other Relief in
 the Premises as shall be Agreeable to Equity and good Conscience

Mayers Court at
 Madraspatnam

Tuesday the 13th day of June Anno Domini
 1732 Between Chadiarah of Fort St George
 Merchant Complainant and Videmadah of
 the same Place Merchant Defendant

Upon Reading the Plaintiffs Petition and also Translate of a
 Bond under the hand of the Defendant Dated the 13th Day of
 November 1726 and the Defendant Appearing in Court and
 Acknowledging the execution of the said Bond and that the
 money still Remained Due thereon This Court doth think fit
 to order and Decree and Doth accordingly order and Decree
 that the Defendant Do pay unto the Plaintiff the Sum of forty
 eight Pagodas being the Principal money Due on the said
 Bond with Interest after the Rate of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ Annam
 from the Date thereof together with his Costs of Suit

J. C.

102
 May 30 1782
 By Cash Recd. Lag' 1000
 By Balance Due 342.30.54
 Lag' 442.30.54
 320.19.20
 117.33.56
 13.68
 442.30.54

Tuesday the 6th day of June Anno Domini
 1782 Between Captain John Downey of Fort
 St George Complainant and Tondava Comrapa
 of said Place Merchant Defendant
 Upon Reading the Plaintiffs Petition and also an Account Current
 and the Defendant Appearing in Court and Acknowledging the
 Justness of the Plaintiffs Demand This Court Doth think fit to
 order and Decree and Doth Accordingly order and Decree
 That the Defendant Do pay unto the Plaintiff the Sum of Three
 hundred and forty two Pagodas thirty fanams and fifty four
 Cash being the Balance of said Account together with his costs
 of Suit.
 Jth Cur

To the Hon^{ble} the Mayors Court
 at Madraspatnam
 Humbly complaining Sheweth unto this hon^{ble} Court your Orator
 George Morton Litt Esq^r that Sometime in the month of
 March Last past one Comrapah Chittie Merchant now residing
 in this Place did Purchase and Buy of and from your Orator
 a certain Quantity of Tin amounting to Five hundred and
 Ninety Two Pagodas Twenty three fanams and forty six Cash
 at Two months Trust which Indulgence of Time expired on
 the sixth Day of May Last and now so it is may it Please this
 hon^{ble} Court that the said Comrapah Chittie Neglects to Pay the

thereon This Court Doth think fitt to order and Decree and
Doth accordingly order and Decree that the Defendant
Do pay unto the Plaintiff the sum of one Thousand and
seventy Pagodas Twenty nine pannams and forty nine cash
with Interest after the Rate of Eight per Cent per Annum
from the Date thereof together with his Costs of Suit.

Thus

June 6th
1732

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your
Orators Nicholas Morse and William Monson of Fort
St George Merchants that your Orators did Sometime past
Sell and Deliver unto Tondava Comrapah now being and
Residing in Madras Sundry Goods to the amount of Six
hundred and ninety six Pagodas or thereabouts which sum
your Orators have often Demanded Payment of from the Said
Tondava Comrapah But now so it is that the said Tondava
Comrapah Refuses to make your Orators Satisfaction for their said
Demand To the end therefore that the said Tondava Comrapah
may upon his Corporal Oath true and perfect answer make
to all and every the matters aforesaid and be Decreed to pay
your Orators the said Sum of Six hundred and ninety six
Pagodas and that your Orators may have such further and
other Relief in the Premises as shall be agreeable to equity
and good Conscience

W^m Fernin

Attorney for the Complainants

DD Tondava Comrapah

To Tunnaguc Pag 316

To Lead 380

Pag 696

By Ballarice
Remaining Due Pag 696

But that he willfully neglected so to do This Court doth think
 full to order and Decree and doth accordingly order and Decree
 that the Defendant Do pay unto the Plaintiff the sum of one
 hundred Pagodas being the Principal money Due on the said
 with Interest after the Rate of Eight per Cent *per Annum* from the
 Date thereof together with his Costs of Suit

W^{ch}

Court of Appeals at
 Madraspatnam

Between Comrapati of Fort St George
 Merchant Appellant and Ghengarum of
 of the said Place Respondent.

The Cause coming this Sixteenth Day of October to be heard
 and Debated in the Presence of the Attorneys on both Sides
 and it appearing to the Court that Comrapati the Appellant
 in this Cause had been cast in the hon^{ble} the Mayors Court for
 Contempt and obstinately Refusing to file in an answer to the
 Bill of the Complainant and he having in his Petition of
 Appeal Shewn no Cause why the said Decree of the Hon^{ble} the
 Mayors Court should be Reversed and set aside This Court
 doth order and Decree that the Decree of the hon^{ble} the Mayors
 Court in this Cause Do stand confirmed and that the app^l
 Do pay the Costs of this Appeal

George Torriano
 C. C. App^l

To the Hon^{ble} the Mayors Court
 at Madraspatnam

Humbly Complaining Sheweth unto this hon^{ble} Court your
 Orator Holland Goddard of Fort St George Merchant that
 Sometime in the month of April Last past one Soudava
 Comrapati Merchant now residing in this Place being
 necessitated for a certain sum of money applied himself to

in Satisfaction of your Orators Said Debt as far as the assets
of the said Premises will extend and that your Orator may
have such further and other Relief as shall be agreeable to
Equity.

H Rumbold
Attorney for the Complainants

Mayors Court at
Madraspatnam

Tuesday the 30 day of May Anno
Domini 1732 Between Vignada Maria
of Fort St George Merchant Complainant
and Veasum Laupah of the same Place
Merchant Defendant.

Upon Reading the Plaintiffs Petition and also one Deed of
assignment Dated the ninth Day of February 1727 and
the Defendant having appeared in Court and acknowledged
the Execution of said Bond and that the money still
remained Due thereon This Court Doth think fit to order
and Decree and Doth Accordingly order and Decree that
the Defendant Do pay unto the Plaintiff the Sum of Three hundred
and fifty Pagodas being the Principal money Due on the said
assignment with such Interest as remains Due thereon after the
Rate of Eight per Cent per Annum together with his Costs of Suit
per Cur

Dec^r 13th
1731

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaineth Sheweth unto this hon^{ble} Court your
Orator Gheorgium of Fort St George Merchant that your
Orator did advance and lend unto Cheumbrum Chittee
Cundapah Late of Fort St George aforesaid Merchant the
Sum of one hundred Pagodas Current of Madras for
Securing the Repayment whereof the said Cheumbrum Chittee

Holme now Residing in Fort St George that on or about the thirteenth day of September last your Orators said Attorney did Lend unto Hannah Herrington Widow now Living in Madraspatnam the sum of Thirty five Pagodas Twelve pannams for securing the Repayment of which the said Hannah Herrington did Deposit with your Orators said Attorney the Bill of Sale of her house But now so it is May it Please this hon^{ble} Court that the said Hannah Herrington Refuses to Discharge the said Debt though often Requested thereunto To the end therefore that the said Hannah Herrington may upon her Corporal Oath make Perfect and Direct answer make to all and singular the Terms and may be Decreed to Pay unto your Orators said Attorney the Above sum of Thirty five Pagodas and Twelve pannams together with such Interest as shall become Due thereon and that your Orator may have such other Relief in the Premises as shall be agreeable to Equity

J. C. Rumbold

Attorney for the Compl^t

Majors Court at
Madraspatnam

Tuesday the 30th day of May Anno Domini
1732 Between John Holme of Fort St
George Merchant Complainant and Hannah
Herrington of the same Place Widow Defend^t

Upon Reading the Plaintiffs Petition and also Translate of a Bond under the hand of the Defendant and the Defendant having been several times Summoned to appear and answer the Plaintiffs Bill but willfully neglecting the same This Court Doth think fit to order and Decree and Doth Accordingly order and Decree that the Defendant Do pay unto the Plaintiff the sum of Thirty five Pagodas Twelve pannams with interest after the Rate of Eight p Cent^{us} Annuum from the Date of the said Bond together with his costs of suit

M. C.

and that the Appellant Do pay the Costs of this Appeal

George Sorriano
Cl. C. Appeals

Feb^y 12th
1734/2

To the Hon^{ble} the Mayors Court
at Madraspatnam.

Humbly Complaining Sheweth unto this Hon^{ble} Court your
Orator Fabian Nina Chuttee of Fort St George Merchant that
Sometime in the Month of December 1731 your Orator obtained
a Judgment and Decree in this Hon^{ble} Court for the Sum of
Pagodas 2166⁰2⁴ against one Sannah Vencaty Kistnah
Merchant now living and Residing in this Place and which
Decree was Sometime after allowed and confirmed by a
Subsequent order and Decree of the Hon^{ble} the Court of Appeals
upon an Appeal Lodged in the said Court your Orator shews
that upon Default of Payment of the amount of the aforesaid
Decree to your Orator and after Due Process in this Hon^{ble} Court
first had Sundry Goods and Effects belonging to the said
Sannah Vencaty Kistnah and mortgaged unto your Orator
were taken in Execution by the Sheriff of Fort St George
and by him sold at Publick Auction at the Seagate pursuant
to the Tenour of a warrant of Execution obtained from this
Hon^{ble} Court by your Orator and bearing Date the 9th Day
of February past But now so it is May it Please this Hon^{ble}
Court that the amount of the Premises so Disposed of at
Publick Auction are not sufficient to answer and satisfy
the Contents of the Decree abovementioned being the said
Sannah Vencatys Debt to your Orator as adjudged by
this Hon^{ble} Court and the Court of Appeals and your Orator
further shews that he hath severall times Demanded the
Remaining Part of the money Due upon the said Decree
But hitherto without Effect To the end therefore that
the said Vencaty Kistnah may upon his corporal Oath

who sent for us and ordered to make an end of this affair We accordingly acknowledge that Narrain Ettus and Tellingas Deceased being legally Discharged from all Demands on one another We thereupon Agreed and Awarded that Narrain and Ettus are excluded from Tellingas Deceased Debt to Sandypat By Virtue of which we further conclude that Narrain and Ettus are absolutely Discharged from the Bond that Sandypat now Produces and that he might sue the Deceased Tellingas widow and Children for the Same.

We further Agreed and Did take eight persons more to assist us and Decided the Matter also between Sandypat and the Deceased Tellingas widow and Children.

Moodu Moodlaire

Accombrium Moodlaire

Chandapat Moodlaire

Palava Vencata Moodlaire

Chanda Woodande Moodlaire

Munrepack Chintombe Moodlaire

Nallatombe Moodlaire

Ayatombe Moodlaire

Mayors Court at
Madraspatnam

Friday the 17th day of May Anno
Domini 1732 Between Sandypat of
Fort St George Merchant Complainant
and Narrain and Et Narrain of the
Same Place Merchants Defendants.

Upon Reading an order made in this Court Dated the 23rd day of November last and also an Award made pursuant thereto Dated the first Instant whereby the several Arbitrators Declare that the Plaintiff hath no Demands on the Defendant on account the Bonds executed by their Brother Tellingas Deceased to him and upon Consideration had of the Primes and no Fraud or Collusion appearing to have been used in the obtaining said Award This Court Doth think fit

together with the witnesses and Accompts gave their Award
 as follows Vyz That all their Debts to this Day Estate
 Dealings house and Gardens Jewels Cattle Vessels in Copper
 Brass &c Should be equally Divided into three Parts and
 Narrain to pay Ettus 96 Pagodas 5 fannams and 40 Cash
 and Tellinginga to pay him 16 Pagodas 33 fannams being
 his Dividend in all 113 Pagodas 2 fannams and 40 Cash
 all which shall be Deposited in the hands of Narrain
 till Ettus comes to years of Maturity and also to keep him
 in his Custody and to Provide him a house and the Charge
 of the house and his maintenance to be Deducted and the
 Remainder to be employed in Merchandize till he Demand
 it and Narrain to give him an Account when he Demands
 In the Presence of the Worshipfull John Legg Esq^r we three
 have Divided our Shares and we Tellinginga and Narrain
 According to the Arbitrators Award Deposited the Two Sums
 which are to be paid to Ettus You Narrain shall take
 Ettus into your Custody and between you all three to have
 no concerns in any Dealings Debts or Demands only a
 Brotherly Love in eating and Drinking together and that
 Narrain shall take care of their two Mothers and whatever
 money is got by either of them to be their own and they shall be
 concerned in ^{no} others Dealings Upon which we Tellinginga and
 Ettus give this Discharge to Narrain According to the
 Arbitrators Award from all Demands and Disputes
 Whereunto we have set our hands

This Discharge was written
 by the Choultry Conicooty
 Munagayak

Tellinginga
 Ettus

Witness
 John Legg
 Chulamooda Moodelaire
 Accombrum Moodelaire
 Tellava Mootayak Moodelaire
 Colandayak Moodelaire

Tuesd 21st die Maii 1731.

Coram me

W. MONSON.

The answer of Narrain of Fort
St George Merchants Defendant to the
Bill of Complaint of Sandanah of
the same Place Merchant Complainant.

This Defendant saving and Reserving to himself now and at
all times hereafter all and all manner of Benefit and
Advantage of Exception to the Errors and untruths in the said
Bill contained for answer thereto or unto so much thereof as this
Defendant is advised Doth materially Concern this Defend^t
to make answer unto he answereth and Saith he Believes it
may be true that at or about the time in the Bill mentioned
Tellesinga this Defendants Late Brother Deceased might
Purchase of Mr Thomas Theobalds Goods to the Amount of
One thousand four hundred Pagodas and that for securing the
Repayment thereof to the said Mr Theobalds such Bond was
Signed by the said Tellesinga as in the Bill set forth and this
Defendant also Believes it may be true that the Complainants
Late Brother Periatombe Deceased might as Security for this
Defendants Brother Lay the said Sum of one thousand four
hundred Pagodas to the said Mr Theobalds or his Attorney
and thereupon take up the said Bond so executed by this
Defendants Brother but this Defendant Doth Deny that such
Bond was any ways binding to this Defendant as by the Compl^t
is Pretended the same never having been signed or executed by
him this Defendant and this Defendant Saith that several
Disputes arising between this Defendant and his said Brother
Tellesinga this Defendant and his said Brother did enter into
Bonds to stand to the Award and Determination of several
Persons by them indifferently Chosen and accordingly the
said Arbitrators did make an award in writing and Did
thereby Direct that the Estate and Effects then belonging
to this Defendant and his Brothers Should be equally divided
Between this Defendant Tellesinga and Cat Rajah one other
Defendant in the Bill named and this Defendant Saith

give each other their Reciprocal Discharges from all future engagements of each Separate Party and whether their Decree or they or either of them have ever Paid the whole or what Part of the Said Fourteen hundred Pagodas and why they Refuse to pay unto your Orator or to the heads of the Cast the Residue of the Said Sum according to the Tenour of the Bond so as aforesaid executed by Narrain to Satisfy the same in Case Tellesinga should fail so to do and that they may be Decreed to pay unto your Orator the Sum of one thousand one hundred and sixty Pagodas or such Sum as shall appear Due to your Orator together with the Interest Due thereon and that your Orator may have such further and other Relief as to equity and good Conscience shall Appertain.

Samuel Palmer
Attorney for the Complainant

Translate of Tellesinga's Bond to Mr Tho. Theobalds
Paid and Redeemed by Periatombe Deceased

1718/19 " Tellesinga gave this Interest Bond to Mr Theobalds for
Janry 5 himself and his Brothers for the Sum of Fourteen hundred
Pagodas at the Rate of Ten p Cent p Annum to Pay upon
Demand.

Witness

Maceduanaiques

Coillapoor

Tellesinga's own Sign

Somadree wrote the Bond

Charles Nero

Translate of an obligation Bond given to the heads of the
Cast by Narrain Son of Chinatombe on account of Dealings
Between his Brother Tellesinga Medelair and Chinayach
and Peria Tomben.

In the Presence of the heads of the Cast J Narrain give this

Letter of Licence to Braun and try to make up his affairs and
 your orator being then at Legu the said Decaroy did apply
 himself to your orators Mother and Brother to procure their
 consent to the said Letter of Licence assuring them they
 should not lose a farthing of the Debt so as aforesaid owing
 by the said Tellesinga to your orators Deceased Brother
 Periatombe and in pursuance of his Promise and the assurance
 then given by the said Decaroy to your orators mother and
 Brother he did about that time assemble the heads of the
 Cast and Require that Narrain Brother of Tellesinga should
 set forth before the said Cast People if he had Legally divided
 his Estate and interchanged Villages with his said Brother
 Tellesinga or what good Extension he had to be exempt from
 Satisfying his said Debt to Periatombe whereupon the said
 Narrain offering to Build his Defence on an award of four
 Persons whom under Colour of Disputes between Tellesinga
 and Narrain these Two Brothers had agreed to call
 Arbitrators and a Discharge passed between them agreeable
 to such award the whole appearing to have been clandestinely
 Transacted with Intent to screen the Brothers of Tellesinga
 and no ways conformable to the known Rules and Custom
 of making a Division and Discharging the Brothers from
 each others future engagements which is always (or ought to be)
 Done in the most publick and solemn Manner before the
 heads of the Cast who Preside on such occasions and also it
 appearing that the said Award was wrote by order of Mr
 Legg at his house and so sent about to the Arbitrators to
 sign and afterwards being brought to Mr Legg who was
 at that time Mayor of this Town he thought fit to give
 it the Sanction of his hand and sign thereto the said
 Tellesinga being his Conicopy all which Proceedings
 shewing strongly of Collusion and Fraud the said
 Heads of the Cast did Require of the said Narrain to sign
 a Bond empowering the said Heads of the Cast to seize

hath Ready to Produce as this Hon^{ble} Court Shall Direct will appear your Orator Shows that Sometime in the month of July which was in the year 1727 the Said M^{rs} Tombe Departed this Life and Left your Orator heir to all every and Singular the M^{rs} Land houses Goods Chattels Credits and all other Effects whatsoever belonging or appertaining unto the Said M^{rs} Tombe at the time of his Decease as aforesaid by Virtue of which Authority your Orator became Possessed of and entitled to the Bond aforesaid of the Said Vidanadah and your Orator Shows he hath often Demanded the Amount of the Same from the Said Vidanadah but hitherto without Effect To the end therefore that the Said Vidanadah May answer upon his Corporal oath the Matters before Stated and be Decreed to pay your Orator the aforesaid Sum of Two hundred Pagodas with the Interest which shall appear to be Due thereon and that your Orator may have such further and other Relief in the Premises as shall be agreeable to equity and good Conscience

Majors Court at
Madraspatnam

Friday the 19th day of May Anno
Domini 1732 Between Viraguati
Mocelaine of Fort St George Merchant
Complainant and Vidanadah of the Same
Place Merchant Defendant.

Upon Reading the Plaintiffs Petition and also Translate of a Bond under the hand of the Defendant Dated the first Day of July 1726 and the Defendant Appearing in Court and acknowledging the Execution of the Said Bond and that the money still remained Due thereon This Court Doth think fit to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plaintiff the Sum of Two hundred Pagodas being the Principal money Due on the Said Bond with Interest after the Rate of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ annum from the Date thereof together

76
For securing the Repayment whereof the said Francisco Calamattie did by writing under his hand and Seal bearing Date the Thirtieth day of April which was in the year of Our Lord 1730 assign and make over unto your Orators all those his two houses with the Appurtenances thereto belonging in the said assignment Particularly Described To hold to your Orators their heirs and assigns forever in which said assignment is contained a Receipt for making void the same on Payment of the said Sum of one hundred Pagodas with Interest after the Rate of Eight per Cent per Annum at or before the expiration of one year to be accounted from the Date thereof as by the said assignment Ready to be Produced as this hon^{ble} Court shall award will appear and your Orators shew that the time for Payment of the Principal and Interest Due on the aforesaid Security is Long since past and your Orators have by themselves and Agents frequently Applied to the said Francisco Calamattie for Discharge of the same. But now so it is may it Please this hon^{ble} Court that the said Francisco Calamattie Refuses to Satisfy his said engagements to your Orator To the end therefore that the said Francisco Calamattie may upon his Corporal Oath true and perfect answer make to all and every the Matters aforesaid and be Decreed to Pay to your Orators the said Sum of One hundred Pagodas and the Interest Due thereon and that in Default thereof the said Mortgaged Premises may be sold and the Money arising by such Sale Paid and applied in and towards Discharge of your Orators said Demand and that your Orators may have such further and other Relief in the Premises as shall be agreeable to equity and good conscience.

W^m Jermyn
Attorney for the Complainant.

and effectually as if the same were here again repeated and
 interrogated and that he may be Decreed to Discharge the
 aforesaid Bond together with such Interest as shall appear
 Due thereon and that your Orator may have such further
 and other Relief in the Premises as shall be agreeable to equity
 and good Conscience

H Rumbold

Attorney for the Complainant

July 29th 1734 I do hereby acknowledge to have Borrowed and Received
 of Vasantha Budrayah the Sum of Sixty Pagodas which Sum
 I do hereby oblige my self to pay him in the term of a year at 6
 Pagodas per month in Case I should not be so good as my word
 then the said Budrayah is to have the said Sum with Interest
 at the Rate of 9 per Cent per Annum on Demand

Witness

Sornadree

Woodandee

Drawn by

Nallum Lingappa

Vedab Sanna Narrair

Mayers Court at
 Madraspatnam

Tuesday the 11th day of April 1734
 Between Vasantha Budrayah of
 Fort St George Merchant Complainant
 and Nallum Lingappa of the same
 Place Merchant Defendant.

Upon Reading the Plaintiffs Petition and also Transcription of a
 Bond under the hand of the Defendant Dated the 29th of July
 Last and the Defendant appearing in Court and acknowledging
 the execution of said Bond and having been several times
 summoned to answer said Petition but willfully neglecting
 the same This Court Doth think fit to order and Decree
 and Doth accordingly order and Decree that the Defendant
 Do pay unto the Plaintiff the Sum of Sixty Pagodas being
 the Principal Due on the said Bond with Interest after the

Your Orator did advance and Lend unto Chinnee Woodundee now being and residing in Madras the Sum of Two hundred Pagodas for securing the Repayment of which Sum he the said Chinnee Woodundee did make and give to your Orator one Cadjan note under his hand bearing Date the fourth Day of April which was in the year 1728 thereby promising to Repay the said Sum of Two hundred Pagodas with Interest after the Rate of 9th Cent th annum on Demand as by Translate of the said note will appear and your Orator shews that he hath often Demanded Payment of the Principal and Interest Due on the said note from the said Chinnee woodundee But now so it is that the said Chinnee Woodundee Refuses to Comply with his said engagement to your Orator To the end therefore that the said Chinnee Woodundee may upon his Corporal Oath true and perfect Answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said Sum of Two hundred Pagodas and Interest after the Rate of Eight th Cent th annum and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience

W^m Fernun

Attorney for the Complainant

April 4th 1728 I promise to Pay to Jagapat Chitsee on Demand the Sum of Two hundred Pagodas with Interest after the Rate of Nine th Cent th annum for value Received. Witness my hand
Witness

Tripasurue Mar Chitsee
Sashia Braminey

Chinnee Woodundee

Wrote by Govinda

Mayors Court at
Madraspatnam

Suesday the 11 day of April 1732
Between Jagapat Chitsee of Fort St George
Merchant Compt^l and Chinnee Woodundee
of the same Place Merchant Defenda^{nt}

Translate of an Award

Dum Madapahs Son Somadru and Cuttala Narrain having
 a Dispute about a Respondentia Bond complained to the
 Worshipfull Mayor who ordered us to go to Arbitration and we
 chose Poncala Guapah Annula Narrain Oudiah Tiltapah
 and Killee Killee Arbitrators and the Bond was produced
 which Cuttala Narrain gave to Laum Vencahy Lutter Dated
 1725 for 60 Pagodas which with the Respondentia amounts
 to seventy two Pagodas We agreed if Cuttala Narrain in 60 days
 from the Date hereof got a Receipt Dated in 1725 from
 Matchlepatam signed by Laum Vencahy Lutter own hand
 that he had Paid the whole Sum then this Bond to be void
 on the contrary Cuttala Narrain to Pay Principal and
 Respondentia But if he brought the Receipt from any other
 Place except Matchlepatam or after the 60 Days were expired
 the Receipt to be of no effect Cuttala Narrain answered he
 Received no more than 50 Pagodas for the Bond and Returned
 8 Pagodas 18 fanamans in all 22 Pagodas We told him if he
 would take his oath he had paid 22 Pagodas to Laum Vencahy
 Lutter it should be Deducted on the contrary to Pay Somadru
 Principal and Interest amounting to 72 Pagodas -
 Signed the 8th January 1731/2

Poncala Guapah
 Annula Narrain
 Oudiah Tiltapah
 Killee Killee

Mayors Court at
 Madraspatnam

Tuesday the 25th day of March anno
 Domini 1731/2

The said Somadru Producing before this Court an award
 made by several Arbitrators whose names were thereto
 subscribed in pursuance of Bonds mutually entered into bet^{ween}
 Somadru and Cuttala Narrain whereby the Matters in
 Dispute between them were submitted to the Determinations

68
Mayors Court at
Madraspatnam

Tuesday the Eleventh Day of April
Anno Domini 1731 Between George
Torriano of Fort St George Merchant
Complainant and Deveroy of the same
Place Merchant Defendant.

This Cause coming this Day to be heard and Debated before
this Court in the Presence of the Attorneys on both Sides on hearing
the Bill and answer and also an assignment under the hand
and seal of the Defendant Dated the 30th day of March 1726
and also an account Current Signed by the Complainant and
Mr Samuel Larkes Dated the 31st Day of December 1728.
Read and what was alledged on either side and Due
Consideration thereon This Court Doth think fit to order and
Decree and Doth accordingly order and Decree that the
Complainants Bill Do stand Dismissed out of this Court
with Costs

J Cur

June 11th
1731

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your
Orator Metcal Maria Chitter of Fort St George Merchant
that Sometime in the month of April in the year 1730
your Orator did advance and Lend unto Comrapati and
Andrapati merchants now Residing in Madraspatnam
and at their Special instance and Request the sum of one
thousand five hundred and fifty Pagodas Current money
of Madras For the Securing the Repayment of which Sum
together with the Interest which should become Due thereon
They the said Comrapati and Andrapati Did jointly and
severally become Bound unto your Orator in one Cadjan writing
Bearing Date the 15th Day of April aforesaid the Frontlet
whereof is herunto annexed and your Orator Shews that they this

Decreed to pay unto your Orator the aforesaid Sum of Thirty Six Pagodas with the Interest that shall appear to be Due thereon and that upon Default thereof the said house and Ground may be sold to Satisfy your Orators Debt aforesaid and that your Orator may have such further and other Relief in the Premises as shall be agreeable to equity and good conscience

J. Rumbold

Mayors Court at
Madraspatnam

Tuesday the 28th day of March Anno Domini
1731 Between Mosta Comrapilla of Fort
St George Merchant Complainant and Vellapa
and Vadeapah of said Place Merch^t Defendants

Upon Reading the Plaintiffs Petition and also Translates of two
Several Bonds Dated respectively the _____ and the
_____ and the Defendants being present in Court
and acknowledging the Execution of said Bonds and that the
money still Remained Due thereon This Court Doth think fit
to order and Decree and Doth accordingly order and Decree
that the Defendant Do pay unto the Plaintiff the Sum of Thirty
Six Pagodas being the Principal money Due on the said Bonds
with Interest on the Same after the Rate of Eight p Cent p
Annum from the Dates thereof together with his Costs of Suit

p Cur

Dec^r 24th
1731

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complainung Sheweth unto this Hon^{ble} Court. Your
Orator George Torriano of Fort St George Merchant That
Deveray now Residing in Madras being indebted unto your
Orator in the Sum of Three thousand Pagodas Did for securing
the Repayment thereof by one Deed or writing under his hand

L.D.

Corn Chiller

C.D.

1729
Decem^r 23 To Owners the Ship Saturn at
Bengal for the Ballance of Rice *Pay* 166 28 55
To Sundrys ----- 500 --
To Copper Goff for the Ballance
thereof ----- 460 13 60
Pay 1127 6 35

Fort St George January 21st 1730/1
Errors Excepted. *J*
James Macrae

60
their houses and ground in the Original Bills of Sale thereof.
Particularly mentioned. Redemable on payment of the sum
of Forty one Pagodas with Interest after the Rate of nine $\frac{1}{2}$
Cent $\frac{1}{2}$ Annuum as by Translate of the said note heads to be
produced as this hon^{ble} Court shall Direct will. Appear and
your Orator shews that he hath frequently Applied to the said
Venkatasah and Vinan for payment of the Principal and Interest
Due on the said Security but hitherto without Effect To the end
therefore that the said Venkatasah and Vinan may upon their
corporal oaths true & perfect answer make to all and every
the matters aforesaid and be Decreed to pay your Orator the
said sum of Forty one Pagodas with the Interest due thereon
and that your Orator may have such further and other
Relief in the Premises as shall be agreeable to equity and
good Conscience.

W^m Fermie

Attorney for the Complainant

Mayors Court at
Madraspatnam

On Tuesday the 7th day of March Anno
Domini 1731 Between Kistna of Fort St
George Complainant and Venkatasah and
Vinan Defendants.

Upon Reading the Plaintiffs Petition and also Translate of
a Cadjan note Signed by the Defendants Dated the first day
of October 1729 and the Defendant Venkatasah appearing in
Court and acknowledging the Principal and Interest Remained
Due on the said note to the Complainant This Court Doth
think fit to order and Decree and Doth accordingly order &
Decree that the Defendant Do pay unto the Plaintiff the sum
of Pagodas 41 being the Principal of said note with Interest
after the Rate of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ Annuum from the Date thereof
together with his Costs of Suit.

J^{as} Cur

Interest after the Rate of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ annum at or before the Expiration of four months from the Date thereof and in case of failure of Payment at the time aforesaid then the said Moocunda and Pauwarum Com Chittee Do thereby agree to pay your Orator Interest on the said Sum at and after the Rate of Twelve $\frac{1}{2}$ Cent $\frac{1}{2}$ annum as by Translate of said note will appear and your Orator Shows that the said Moocunda and Com Chittee did sometime after Signing the said note take up and Receive of and from your Orator the further Sum of Twenty Pagodas for securing the Repayment whereof they the said Moocunda and Com Chittee did make and give to your Orator one other Cadjan note under their hands bearing Date the fifteenth Day of October which was in the year 1726 thereby Promising to Repay the said Sum of Twenty Pagodas at or before the expiration of Two months from the Date thereof with Interest after the Rate of Eight $\frac{1}{2}$ Cent $\frac{1}{2}$ annum and in case of failure in Payment at the time before Limited then the said Pauwarum Com Chittee and Moocunda do thereby agree to pay your Orator Interest for the said Sum at and after the Rate of Twelve $\frac{1}{2}$ Cent $\frac{1}{2}$ annum as by Translate of the said Two several notes Ready to be Produced as this hon^{ble} Court shall Direct will appear and your Orator Shows that the said Moocunda and Com Chittee have paid to or to the order of your Orator the Sum of _____ in and towards Discharge of the Principal and Interest Due on the said notes and your Orator Shows that he hath frequently applied to the said Moocunda and Pauwarum Com Chittee to Discharge the Residue of the Principal and Interest Due on the said notes but hitherto without Effect To the end therefore that the said Moocunda and Pauwarum Com Chittee may upon their respective Corporal oaths true and perfect answer make to all and every the Matters aforesaid and be Decreed to Pay your Orator the Principal and Interest Remaining Due on the said Two notes agreeable to the tenour thereof and that

Mayors Court at
Madraspatnam

Tuesday the 22 Day of February
Anno Domini 1751 Between Chitturam
Chittur Son and heir of Markistna
Deceased Complainant and James
Macrae Esq^r Defendant.

This Cause coming again this Day to be heard & Debated
before this Court in the Presence of the Attorneys on both Sides
on hearing the Proofs taken in this Cause and also an order
made in this Cause Dated the 9th instand and also the
Registers Report and the Schedule made pursuant thereto Read
and what was alledged on either Side and due Consideration
thereon This Court Doth think fit to order and Decree and
Doth accordingly order and Decree that the Defendant Do pay
unto the Plaintiff the Sum of Two thousand one hundred ninety
one Pagodas Thirus five sannaams and sixteen Cash being the
Ballance Remaining Due to the Complainant together with
his Costs of Suit

J^r Cur

Court of Appeals in
Madraspatnam

Between James Macrae Esq^r Appellant
and Chitturam Chittur Son and heir of
Markistna Respondent.

This Cause coming this Tenth day of April one thousand
seven hundred and thirty two to be heard and Debated in the
Presence of the Attorneys on both Sides and it Appearing upon
full and mature Consideration that the Evidence brought in
the 12th the Mayors Court Proved only the Receipt of the Sum
of Four thousand Pagodas or thereabouts Charged on the App^t
James Macrae Esq^r as Received by him and that he himself
had in his answer Confessed the Receipt of the Same and it
further Appearing that no evidence was brought to invalidate
what the Said Appellant had Sworn in his Answer that the
Surplus money by him Received was Voluntarily given him

this Court in the Presence of the Attorneys on both Sides on hearing the Proofs taken in this Cause Read and what was alledged on either Side and Due Consideration thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Register Do take an Account of the several times when the Sum of 4000 Pagodas in the Pleadings in this Cause mentioned was Received by the Defendant and also of the time when the Sum of 2500 Pagodas was advanced to the Complainants Late father by the Defendant and Do allow the Defendant Interest thereon until such time the Same was Repaid to him and it is further ordered that the Register Do allow Interest to the Complainant on such Sum as may appear to be Remaining in the hands of the Defendant more than Sufficient to Satisfy his Said Debt of 2500 Pagodas and the Interest thereon to this Day and that Such Account when taken be Laid before this Court when such further order shall be made as may appear to be Just.

Between Chittoramm Chidde Sen and heir
of Mar Kistna Deceased Complainant and
James Macrae Esq^r Defendant.

In pursuance of an order of Reference made in this Cause Dated the 9th instant I have Considered of the matters thereby to me referred and have taken and Stated the Account between the Complainant and Defendant and Do find that the Defendant is indebted to the Complainant in the Sum of Two thousand one hundred twenty one Pagodas Thirty five panna and seven cash All which I Certify and Submit to the judgment of this hon^{ble} Court.

amount thereof was Further set forth whether the said Debt or any and what Part thereof was Paid to the said Defendant and by Whom and particularly say if you did not become Bound with the said Chinwah Chitsee for such Payment

Item 5 Was you Consent to the Complainant's Deceased Father To Vincent Markistnah at the time of his making up and settling accounts with Somadree Woodlcare was there at that time any and what Ballance due from the said Somadree to the said Markistnah if yea say was the Ballance immediately Paid and Discharged or was it then Agreed that the same should be assigned or Transferred over unto a third Person for him to pay the same and who was such Third person Declare Further set forth whether such third Person by name (if any such there was) did willingly consent and agree to such Transfer and if he then or at any other time and when did promise to pay and make good such Debt and how the said Promise was performed

Item 6 Do you know or have you heard whether the Complainant's Deceased father was any ways engaged with the Defendant in any and what Dealings or in Borrowing or Lending money of or to him and how often and what sum or sums were so Borrowed or Lent by and between the said Parties Further set forth and say That if the Complainant's said Father did Borrow and Receive of and from the Defendant any sum or sums how much such sum or sums were or amounted to and upon what Account they were so Borrowed and how and in what manner such sum or sums were again Paid and Discharged to the Defendant and whether any and what Security was given for the same by the Complainant's said Father to the Defendant and also set forth generally what you do know have heard heard or do believe concerning this matter

Item 7 Do you know or have heard that any overtures or Proposals were at any time or times and when made by the Defendant or by any other Person and whom on his Part or Behalf so

alleged this Defendant Doth not Remember or Can Tell
 forth and this Defendant Instructs that soon after the said
 Marhistna was Released from his Confinement as aforesaid
 he Did Come to this Defendant and Acquaint this Defend.
 that one Chinwah Chittee was indebted to him the said
 Marhistna in the sum of four thousand Pag^{ts} or thereabouts
 but the exact sum this Defendant Cannot Remember desiring
 this Defendant to Recover and get in the said Debt frequently
 Representing to and assuring this Defendant that without
 the assistance of this Defendant he the said Marhistna
 could not possibly Recover the same the said Chinwah Chittee
 absconding and chiefly residing without the Limits and
 Bounds of this Place and the said Marhistna Did further
 Request that he this Defendant would when the said Debt
 should be Recovered, therout Pay himself the sum of Two
 thousand five hundred Pagodas advanced by this Defend.
 as aforesaid with the Interest to grow Due thereon and also
 that he this Defendant would accept of the Residue in case
 more should be Recovered from the said Chinwah Chittee
 than would be sufficient to Satisfy the Debt and Interest
 Due to this Defendant as a Gratuity and acknowledgment
 of the Services Done to him the said Marhistna by this
 Defendant the said Marhistna frequently and often
 expressing his Concern that it was not in his Power to make
 a Larger Present to this Defendant and this Defendant
 admits he hath Received several sums of money on acc^t
 the said Debt Due from the said Chinwah Chittee but
 whether such Bond was executed to this Defendant by the
 said Chinwah Chittee for Securing the Repayment thereof
 as in the Bill is mentioned this Defendant Doth not
 Remember or Can Tell forth and this Defendant insists
 he is not answerable or Liable to Account with the Compt^{ts}
 for all or any the sum or sums of money Received by this
 Defendant from the said Chinwah Chittee on account of the

the Fatherless and widows be the said James Macrae Esq^r Does Refuse to Satisfy his said engagements to your Orator's Deceased Father or pay unto your Orator the Surplus Due to him being so much as the Sum of Four thousand five hundred Pagodas so said Sum shall be found to Exceed the Sum of Two five hundred Pagodas so Borrowed of him together with the Interest thereon to the time of his Reimbursement and the Interest thereon To the end therefore that the said James Macrae may upon his Corporal oath true and perfect answer make to the matters herein Stated as fully as if here Respectively

Repeated and Interrogated and that he may more particularly Set forth whether upon his Lending the aforesaid Sum of Two thousand five hundred Pagodas to the said Marikisna it was not so Agreed and Consented to by the said Marikisna for the assigning over to him the said James Macrae such a Debt of the said Chinwah Chittee for his Security and whether at or about the time herein mentioned the said Chinwah Chittee Did not Execute such a Bond for the Sum of Four thousand five hundred Pagodas by order of the said Marikisna and for the Purposes before mentioned and whether he the said James Macrae Did not Receive of and from the said Chinwah Chittee the said Sum of Four thousand five hundred Pagodas in virtue of the said Bond so assigned over unto him by the said Marikisna and whether the said Sum was not so Received by him the said James Macrae of and from the said Chittee since and after the Death of the said Marikisna and whether he the said James Macrae hath paid all or any or what Part of the Surplus of the said Sum so Received in virtue of the said Bond so given for his Security and why he Refuses to pay unto your Orator what shall appear his Due on the said Security or in Default thereof that your Orator may have such further and other Relief as shall seem Agreeable to Equity and good Conscience.

Samuel Palmer
Attorney for the Comptee

Your Orators said Father Reginald affirmed that he would
 on all occasions serve and assist him in the aforesaid Case.
 Being represented to the said James Macrae Esq^r an
 Expert was found in this Manner Vizt. That James
 Macrae Esq^r then Governor of Fort St George should advance
 and lend unto your Orators said Father Mar Hissna the
 aforesaid Sum of Two thousand five hundred Pagodas to
 Discharge the said Debt and that your Orators said
 Father should for the Security of the said James Macrae
 Esq^r Convey and assign to the said James Macrae Esq^r
 a certain Debt then owing to your Orators said Father
 Mar Hissna by one Chinwah Chilly of Fort St George
 Merchant for the Sum of Four thousand five hundred
 Pagodas which being agreed and consented to by your
 Orators said Father accordingly on or about the 11th day
 of March which was in the year 1724/5 the said James
 Macrae Esq^r then Did advance and lend unto your
 Orators said Father Mar Hissna the Sum of Two thousand
 five hundred Pagodas and the said Chinwah Chilly
 being on or about the 18th of the said month Produced in
 the Presence of the said James Macrae Esq^r Did then
 and there execute to the said James Macrae Esq^r for the
 Sum of Four thousand five hundred Pagodas by order
 of your Orators said Father Mar Hissna which said Bond
 Did bear Date on or about the 18th March 1724/5 with
 Condition to pay the same within four months from the
 Date and that the said James Macrae Esq^r should pay
 and satisfy himself the aforesaid Sum of Two thousand
 five hundred Pagodas with the Interest that might be
 Due thereon to the Day of his Rembursement out of the
 money so to be paid him by Chinwah Chilly and the
 Surplus to be paid and accounted for by the said James
 Macrae Esq^r unto your Orators said Father Mar Hissna
 and your Orator further Shows that his said Father

Mayor Court at
Madraspatnam

Tuesday the 22 day of February Anno
Domini 1731 Between Francisco Gregorio
of Fort St George Merchant Complainant
and Jeronimo D'Jea of the same Place
Merchant Defendant.

Upon Reading the Plaintiffs Petition and also a Bill of Lading
under the hand of the Defendant and the Defendant appearing
in Court and acknowledging the Detention of the Silver claimed
by the Plaintiff and several Persons appearing in Court and
Declaring that the Freight of Dollars from Manilla to this
Port is no more than one and one Quarter % Cent This Court Doth
think fit to order and Decree and Doth Accordingly order and
Decree that the Defendant Do Deliver up to the Plaintiff the
Sum of Three thousand two hundred and fifty Spanish Dollars
five Reals deducting freight for the same after the Rate of
one and one Quarter % Cent and that the Defendant Do pay
the Costs of Suit.

% Cur

Court of Appeals in
Madraspatnam

Between Jeronimo D'Jea Appellant
Francisco Gregorio Respondent

This Cause coming this 27th Day of March 1732 to be heard
and Debated in the Presence of the Attorneys on both sides
and it appearing that the Sum of Three thousand two hundred
and fifty one Spanish Dollars and five Reals on which Sum
Commission is Demanded by the Said Jeronimo D'Jea were
Received by the Said Jeronimo D'Jea as a Merchant for Accot.
the Said Francisco Gregorio as the Request of his Correspondent
in Manilla and that they were not sent on Freight as the
other Silver by the Ship Came and that there is a certain
allowance or Commission established among Merchants in all
Parts of the world for paying and Receiving of money and that
one and one Quarter % Cent which the Said Jeronimo D'Jea

Catch answer the Premises and be Decreed to pay the said Sum of Twenty five Pagodas to your orator with the Interest Due thereon and that your orator may have such further and other Relief in the Premises as shall be agreeable to Equity and Good Conscience

W^m Terman

Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 15th day of February Anno
Domini 1731 Between Hifna of Fort
St George Complainant and Tanjany
and Veman Defendants.

Upon Reading the Plaintiffs Petition and also Translate of a
Cadjan note under the hands of the Defendants Dated the 12th
of May 1729 and the Defendant Tanjany appearing in Court
and Acknowledging the Execution of said note and that the
Principal and Interest still Remained Due thereon to the Compt.
This Court doth think fit to order and Decree and Doth accordingly
order and Decree that the Defendant Do pay unto the Plaintiff
the Sum of Twenty five Pagodas being the Principal money
Due on the said note with Interest after the Rate of Eight %
Cent per annum from the Date thereof together with his Costs
of Suit. & Cur

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your Orator
Francisco Gregorio of Fort St George Merchant that your Orator
having Sundry Dealings with Major Don Pedro Albarado
now Residing in Manilla whereby he the said Don
Pedro Albarado became indebted to your Orator in the Sum
of Three thousand Two hundred and Fifty Spanish Dollars
and four Rials and the said Don Pedro Albarado being

Received of M^r John Turing Two pieces of Duroy worth
the mounting & valued at Twelve Pagodas Sixteen eight paise
which I Promise to pay to the said John Turing at his return
from Bengal within my hand

Fort St George June 28th

1729

Tho^s Gordon

Mayors Court at
Madraspatnam

Wednesday the 9th day of February Anno
Domini 1731 Between Robert Carter Complain^t
and John Goulding and Tho^s Gordon Def^s

Upon Reading the Plaintiffs Petition and also a Bond executed by
John Turing Deceased to the Complainant Dated the 11th day
of November 1728 and also one other Bond Dated the 13th day of
February 1729 executed by the Defendants to this Court whereby
they became Bound to pay to this Court the sum of Sixty five Pag^s
in case any Demands should be made on the estate of the said
John Turing and the said Defendant Goulding appearing by
his Attorney and Submitting to Pay the said Sum this Court
Doth therefore think fit to order and Decree and Doth accordingly
order and Decree that the Defendant Goulding do pay unto the
Plaintiff the sum of Pagodas sixty five and that the Defendant
Gordon do pay the Costs of this Suit.

J^r Cur

Feb^y 9th
1731.

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this hon^{ble} Court your Orators
the Minister and Churchwardens of the Parish of St Marys in
Madras That your Orators Did Advance and Lend to
Sadashava now being and residing in Madras the sum of
Five hundred Pagodas for securing the Repayment whereof to
your Orators by the said Sadashava Did by one Deed of assign^t
Bearing Date the 15th Day of August which was in the year of

Received of Mr John Turing Two pieces of Durety with
the Mounting Valued at Twelve Pagodas Twenty eight paces
which I Promise to pay to the said John Turing at his return
from Bengal Witness my hand

Fort St George June 28th

1729

Tho Gordon

Mayors Court at
Madraspatnam

Wednesday the 9th day of February Anno
Domini 1731 Between Robert Carter Complain^t
and John Goulding and Tho Gordon Def^s

Upon Reading the Plaintiffs Petition and also a Bond executed by
John Turing Deceased to the Complainant Dated the Thirtieth day
of November 1728 and also one other Bond Dated the 13th day of
February 1729 executed by the Defendants to this Court whereby
they became Bound to pay to this Court the sum of Sixty five Pag^s
in case any Demands should be made on the estate of the said
John Turing and the said Defendant Goulding appearing by
his Attorney and Submitting to Pay the said sum this Court
Doth therefore think fit to order and Decree and Doth accordingly
order and Decree that the Defendant Goulding do pay unto the
Plaintiff the sum of Pagodas sixty five and that the Defendant
Gordon do pay the Costs of this Suit.

J^r Cur

Feb 9th
1731

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your Orators
the Minister and Churchwardens of the Parish of St Marys in
Madras That your Orators Did advance and lend to
Sadaswami now being and residing in Madras the sum of
Five hundred Pagodas for securing the Repayment whereof
your Orators be the said Sadaswami Did by one Deed of assignment
Bearing Date the 15th Day of August which was in the year of

highly inconsistent that a man who had a stock of wines on
 board for sale should purchase any at this Place for his passage
 to Bengal and at so Dear a Rate as it is Reasonable to suppose
 he must have allowed Gordon for the same is no ways Hazardous
 as your Orator humbly apprehends your Orator shews that on
 the said Tenth of February 1729 this Cause came to be heard
 before this hon^{ble} Court where the said Thomas Gordon having
 made oath as aforesaid to the Truth and Justice of his Demand
 and the said Captain Bookey having nothing to object the said
 note of Thomas Gordons not then recurring to him Memory
 obtained a Judgment of this hon^{ble} Court in his Favour to this
 Effect That the said Captain Bookey should pay unto the said
 Gordon the sum of Twenty five Pagodas Eighteen pannaams for
 Diet and necessaries and also the sum of Sixty five Pagodas for
 upon the said Gordons giving Securities to this Court to Repay
 such Proportion thereof as should put him upon an Equality
 with any Respondentia Creditors in England as by the Decree
 of this hon^{ble} Court therein Relation being thereunto had will
 more at Large Apppear your Orator shews that John Goulding
 Merchant now Residing at this Place became Bound with the
 said Gordon for the said Sum and a Proper Bond being Duly
 Executed by the said Parties to this hon^{ble} Court the Sum of
 Ninety Pagodas Eighteen pannaams was Paid by the said
 Captain Bookey to the said Thomas Gordon as appears by the
 Receipt on the Back of this hon^{ble} Courts Decree your Orator
 shews that upon his Orators Arrival at Madras which was
 Sometime in the month of August Last the said Gordon
 having heard the Note under his hand beforementioned was
 found and in the Possession of your Orators said attorney he
 the said Gordon Did write a Letter to him Requesting a
 Forbearance of a Publick Prosecution of this affair promising
 Speedily to Come and make the same up amicably and to
 give full Satisfaction therein and in the Interim Did
 earnestly entreat your Orators said Attorney not to mention

Being Countrymen and formerly acquainted with each other
 your Orator shews that the said John Turing Did Accept such
 Invitation or order to avoid an Expence which otherwise must
 necessarily happen and accordingly Did Reside with the said
 Gordon for fifteen Days or thereabouts your Orator shews that during
 the Time the said Turing Remained in Madraſs he sold unto
 said Thomas Gordon Two Pieces of Lurey with Trimming ſet
 Same Amounting to 12 Pagodas and Twenty Eight fanams
 and the said Thomas Gordon not being able to Advance the
 money for such Purchase immediately he the said Thomas
 Gordon Did therefore give one note of hand for the aforesaid
 Sum to the said Turing Bearing Date the 28th of June 1729
 Payable at the said Turlings Return from Bengal which your
 Orators Attorney hath Ready to Produce your Orator shews that
 Sometime in the said month of June 1729 the said John Turing
 Did Proceed on the said Ship Greenwich to Bengal where in or
 about the month of December following the said Turing
 Departed this Life and by his Last will and Testament made
 in England Bearing Date the 30th Day of October 1728 (a true
 and attested Copy whereof your Orators Attorney hath Ready to
 Produce) hath Left and appointed your Orator Executor thereof
 your Orator shews that Sometime in the month of January 1729
 the said Ship Greenwich Returned from Bengal to this Place
 in her homeward Bound Voyage to England to which place
 she was Dispatched on the 16th February following from Madraſs
 your Orator shews that the said Thomas Gordon taking an
 advantage of the short time the Ship had to stay and the
 hasty Captain Matthew Bookey Commander of the said
 Ship was in on that Occasion he the said Gordon Did on or
 about the sixth Day of February and not before apply to Cap^t
 Bookey who as Commander of the said Ship had the Effects of
 the Demand in his hands for the Payment of a certain Sum
 Pretended to be Due to him from the said Turing but not meeting
 with a Satisfactory answer he the said Gordon Did Exhibit in this

Vizagapatnam to the Said Robert Symonds Did Promise this Deponent to use his utmost endeavours for Recovering the Said Anchor and further that if he should Succeed therein he would send the Same after this Deponent to Madras. This Deponent Saith That Sometime in the month of January 1727/8 This Deponent Departed from Madras on his Voyage to Es and at which time this Deponent had not heard any thing further concerning Said Anchor This Deponent Saith That Sometime in the month of May 1730 this Deponent arrived in Madras Again and the Said Robert Symonds being then Resident in Madras He this Deponent Demanded of him the Anchor aforesaid and the Said Robert Symonds made answer to this Deponent that he Did not perfectly remember it but that he would examine his Books and if such a thing appeared thereon he would make Satisfaction to this Deponent for the Same. But this Deponent Saith that he never at any time hath Received any Manner of Satisfaction from the Said Robert Symonds or from any other Person on his Account for the Said Anchor which this Deponent is informed the said Robert Symonds Sold and that the Same Name entered on his Books as this Deponents Anchor and further this Deponent Saith not.

Fort St George Feby 1st 1731.
Iurat Coram me.

Francis Rollis.

One of the Judges of the Mayors Court.

Mayors Court at
Madraspatnam.

Wednesday the 9th day of February Anno
Domini 1731 Between Robert Boole Marine
Comptainer and Holland Goddard Merchant
Defendant.

Upon Reading the Plaintiffs Petition and the Defendant
Appearing in Court and acknowledging there was an Entry

Decree that the Defendant Do pay unto the Plaintiff the Sum of one hundred Seventy five Pagodas being the Principal money Due on the Said note with Interest after the Rate of Eight per Cent per annum from the Date thereof together with his Costs of Suit.

W^m Burt

1699th
1731/2

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your Orator Robert Boote of London Mariner That sometime in the month of December which was in the year 1727 your Orator being then Commander of the Ship London and Riding in the Road of Vizagapatnam your Orator was by Stress of weather upon his coming from thence obliged to Leave Behind him in the Road an Anchor commonly called a Best Bower Anchor and weighing between Twenty three and Twenty four hundred Weight your Orator Shews that Robert Symonds Esq^r Late of Fort St George but then time above mentioned Residing in Vizagapatnam as Chief there Did upon the Application of your Orator for that Purpose to him Promise to your Orator to use his utmost endeavours to Recover the Said Anchor and if he should Succeed therein he the said Robert Symonds Did also Promise and assure your Orator that he would be Accountable for the Same your Orator Shews that in Confidence of the Good faith of the said Robert Symonds herein your Orator Departed from Vizagapatnam Leaving the Said Anchor behind him in manner as beforementioned and sometime after your Orator sailed in the Said Ship London from the Road of Madras for England without hearing any thing further of the Said Anchor your Orator Shews that sometime in the month of May 1730 your Orator Returned to this Place in the aforesaid Ship and sometime after your Orator Did Demand the Anchor aforesaid from the said Robert Symonds who put off your Orator from time to time until your Orator was obliged to go down with his Ship to Bengal and left this affair unfinished

arose therefrom should be on the Sole account of the Said M^r
Macrae and further Said not.

Forcible Ristia.

Mayors Court at
Madraspatnam

Wednesday the 9th day of February
Anno Domini 1731 Between James
Macrae Esq^r Complainant and Chin
Gota Chetty of Fort St George Merchant
Defendant.

This Cause coming on this Day to be heard and Debated before
this Court in the Presence of the Attorneys on Both sides on hearing
the Proofs taken in this Cause Read and what was alleged on
either side and Due Consideration had thereon This Court Doth
think fit to order and Decree and Doth accordingly order and
Decree that the Defendant Do pay unto the Plaintiff the sum of Six
hundred ninety seven Pagodas and Thirty Annams together
with his Costs of Suit.

W Cur

March 24th
1729

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your Orator
Charles Barrinton of Fort St George Merchant That on or about
the 3 day of July 1727 your Orator being entreated by one Chinway
Chetty to Lend him the sum of one hundred seventy five Pagodas
your Orator shews he did accordingly Advance and Lend to the
Said Chinway Chetty the sum aforesaid and that for the better
Securing the Repayment thereof to your Orator he the Said
Chinway Chetty Did Sign and Execute one written Receipt or
acknowledgment of the same attested by the Register of this Hon^{ble}
Court and Dated the 3 Day of July 1727 by the Tenour whereof
the Said Chinway Chetty Did promise and Bind himself to pay
unto your Orator the sum of Pagodas 50. on or before the 15 of

Persons to be bound for him and further Saith not

China Tombe

Nell Tombe of Fort St George Concoptly aged 28
years or thereabouts being Produced as a witness on the part of
the Complainant and afterwards being Sworn and examined
Deposeth as follows

To the first Interrogatory this Deponent Saith that he Doth
know the Parties Complainant and Defendant in the Title of
these Interrogatories named and hath so known the Complainant
seven years and the Defendant Five years or thereabouts

To the second Interrogatory this Deponent Saith that he is employed
by John Roach Esq in the Capacity of Concoptly and that he
hath heard the Defendant was indebted to the Complainant a
Sum of Money on account of some Chank but the Particular Sum
this Defendant Doth not know and this Deponent further answering
Saith that he was present when China Meota at the Defendants
Request did Desire of the said John Roach to Stay Payment of
the Defendants Debt Due to the Complainant Two years and
that there the Defendant had Promised to Discharge the
Same where the said John Roach replied that if the
Defendant could give him sufficient Security to pay the Debt
in Twelve or eighteen months he was contented But the said
Defendant made answer he was very poor and had met with
Several Losses Lately so that no Person would be bound for him
whereupon the said John Roach bid the Defendant go out of
his house and he would endeavour to oblige him to the Paymen
and further Saith not

Nell Tombe

Interrogatories to be administered
to witnesses to be Produced Sworn and examined
on the Part of Somadree Woodelare and
Chinese Cooks (Sally of Fort St George Merchants)

Page 30

he was justly indebted to the Complainant in the Sum of 697.30 being the Ballance of an account of Quack in Company with Seneca Kipia and Somadine and upon this Deponents Demanding Payment thereof he the Defendant alledged that he was very poor having met with several Losses lately that he was unable to Discharge the same and therefore Begged two years time for payment This Deponent further saith that at the Special Request and entreaty of one China Moota this Deponent did agree to allow him the Defendant eighteen months time for the Payment of the aforesaid Sum but as such Proposal was Rejected by the Defendant he this Deponent was obliged being Attorney for the Complainant to Commence a Suit against him for the Recovery thereof in this hon^{ble} Court and further saith not

J. Roach

China Moota Chittle of Fort St George Merchant Aged 49 years or thereabouts being Produced as a witness on the Part of the Complainant and afterwards being sworn and examined Depoeth as follows

To the first Interrogatory this Deponent saith that he both knew the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the Complainant Seven years and the Defendant Twenty years or thereabouts To the second Interrogatory this Deponent saith that the Defendant hath acknowledged to this Deponent that he was indebted to James Macrae Esq^r but how much or upon what account this Deponent both not know or can set forth and this Deponent further answering saith that the Defendant did several times Request of this Deponent to speak to John Roach Esq^r (the Complainants Attorney) to stay Payment of the Complainants Debt for 2 years and this deponent further says that agreeable to such Request this Deponent did speak to the said John Roach on the Defendants Behalf the Defendant being also Present and that he the said John Roach did then

procured in the said contract or the Performance thereof and this
 Defendant saith that thereupon the said Anconah did order the
 other Defendant Comadme to put up the said Three Thousand Pags
 into Six Bags and send the same to Nagore by the Company's House
 which orders of the said Anconah the said Comadme complied with
 accordingly and this Defendant further saith he doth Deny that
 the Complainant did advance and Pay to this Defendant and the
 said other Defendants Comadme Woodclaire and Poncatu Kijua
 the Sum of Two thousand Ninety three Seventeen paurans and
 Seventy Six Cash in manner or for the Purpose in the Bill mentioned
 or that the Defendant did convert the same to any part thereof
 to his this Defendants use and this Defendant further saith he
 humbly apprehends and insists he is not answerable for or Liable
 to make good any Loss or Damage the Complainant may have
 by the nonperformance of the said Contract this Defendant having
 no Part or Share therein with the Complainant Neither was this
 Defendant to Receive any Profit or advantage therefrom All
 which matters and things this Defendant is Ready to Avow
 Maintain and Prove as this Hon^{ble} Court shall Award and Pays
 to be twice Dismissed with his Reasonable Costs in the Behalf
 most wrongfully Sustained.

W^m Termin
 Attorney for the Defendant

Replication & General
 Rejoinder

Interrogatories to be administered
 to such witnesses as shall be Produced
 Sworn and Examined on the Part and
 Behalf of James Macrae Esq^r in a free
 Cause wherein the said James Macrae
 Esq^r is Complainant & Chinn Koola
 of Fort George Merchant is Defens.

Produced as this Hon^{ble} Court shall Direct will appear and
 this Defendant saith that at the time of the Complainant's signing
 the aforesaid Account this Defendant did Demand of the
 Complainant to give him this Defendant a Proper Receipt or
 Discharge in writing whereupon the Complainant Did in the
 Presence of Several Persons Declare that he the Complainant
 had not any Demand whatsoever on this Defendant and this
 Defendant saith that at the time of signing such Account
 and such Declaration made as aforesaid the Complainant was
 so sensible that this Defendant was not chargeable with or
 liable to make good the sum of Two thousand Ninety three Pag^{as}
 Seventeen fannams and Seventy six Cash Remainsing Due on the
 aforesaid Contract that the Complainant hath as this Defend^{ant}
 hath heard and Believes Debted the said Chene Coste Chillo
 and Loncala Kipna only for the same as by the Books of Account
 of the Complainant had this Defendant the same to Produce
 would appear and this Defendant admits that he hath and
 still Doth Refuse to pay the Complainant the sum of Six hundred
 Ninety Seven Pagodas and Thirty fannams being one third Part
 of the said sum of Two thousand ninety seven Pagodas Seventeen
 fannams and Seventy six Cash and humbly hopes he shall not be
 obliged so to Do But that the said Account signed by the Compl^{aint}
 and such Declaration made as aforesaid will be deemed a
 Sufficient Discharge to this Defendant All which Matters &
 things this Defendant is Ready and willing to aver maintain
 Justify and Prove as this Hon^{ble} Court shall Award and Prays
 to be hence Dismissed with his Reasonable Costs in this Behalf
 most wrongfully Sustained.

W^m Fernin

Attorney for the Defendant

The separate answer of Chene Coste Chillo
 of Fort St George merchant one of the Defend^{ants}
 to the Bill of Complaint of James Macrae Esq^r
 Complainant.

This Defendant Saving and Reserving to himself now and at all

Two in Cur

Nov. 16

1731-

The ANSWER of Somadour
Moodlaire of Fort St George Merchant
one of the Defendants to the Bill of Complaint
of James Macrae Esq^r Complainant

This Defendant Saving and Reserving to himself now and at
all times hereafter all and all manner of Benefit and advantage
of Exception to the Errors uncertainties and imperfections in the
Complainants Said Bill of Complaint Contained for answer thereto
or unto so much thereof as this Defendant is advised both materially
Concern him this Defendant to make answer unto he answereth
and Saith He Doth Deny that in the year 1726 or at any other
time the Complainant Did advance to this Defendant together
with Chince Cootie Chitsee one other Defendant in the Bill named
and Poncala Kistna the sum of Two thousand and ninety three
Pagodas Seventeen pannaams and seven shah Cash or any other sum
of Money to be invested by him this Defendant in the Purchase of
Chank for the Complainants Account or that this Defendant Did
Appropriate the same or any Part thereof to the use of him this
Defendant and this Defendant Saith he hath been informed and
Believes that the said other Defendant Chince Cootie Chitsee and Poncala
Kistna Did sometime in the year 1726 make a Contract or agreement
with the factor or Agent of the Chief of Nagore for the Purchase of
a considerable Quantity of Chank and Did advance and pay to
such factor or Agent in Money and Goods to the amount of Two
Thousand Pagodas for that Purpose and this Defendant Saith
that the Complainant having notice of making such Contract by
the said other Defendant Chince Cootie Chitsee and Poncala Kistna
Did send for them the said Chince Cootie Chitsee and Poncala
Kistna and insist to have the said contract assigned and made
over to him the Complainant whereunto the said Chince Cootie Chitsee &
Poncala Kistna Did agree and thereupon the said Complainant
Did advance and pay to them the said Chince Cootie Chitsee &
Poncala Kistna the sum of Five thousand Pagodas to be employed
for the Purpose aforesaid and this Defendant Saith that upon
Receipt of the said Five thousand Pagodas they the said Chince

10
Court at
Madraspatnam

Tuesday the 7th Day of January 1731
Domini 1731 Ex parte Francis Rous
vs Creditors of John Savarese

Whereas on or about the 18th Day of May last the said Francis Rous preferred his Petition to this Court therein setting forth That in July 1726 the said John Savarese being bound on a voyage to Manila from the port of Madras Did borrow of him the said Francis Rous the sum of 400 Pagodas and for securing the Repayment of the said sum he the said John Savarese Did sign and execute one Bond or obligation Dated the 16th day of July 1726 with Condition thereunder written for making void the same on Payment of the sum of 472 Pagodas at a time therein Limited That sometime after the Execution of the said Bond the said John Savarese Proceeded on his voyage to Manila where he hath continued to reside ever since but that sundry effects belonging to him were now in this Place and Praying Relief touching the Premises Whereupon Summons issued under Seal of this Court Commanding the said John Savarese to appear and answer said Complaint on the 26th Day of the same month of May at which time the Sheriff Returned the said Summons endorsed non est Juratus and on the 27th Day of the same month a warrant of arrest issued Returnable on the 4th Day of June on which Day the Sheriff Returned the said warrant endorsed non est Juratus Whereupon on the 8th Day of the said month of June at the Request of the said Francis Rous (he having made oath that he had not received any Satisfaction or Security for his said Debt other than the beforementioned Bond) a warrant under Seal of this Court issued Directed to the Sheriff of Fort St George and Town of Madraspatnam Returnable on the 8th Day of July then next ensuing Commanding him thereby to sequester the Goods Chattels and effects of the said John Savarese within his District and whereas on the 29th Day of the said month of June several other Creditors of the said John Savarese preferred their Petition in this Court thereby Praying that they might be admitted to an equal Dividend of the Estate of the said John Savarese and whereas on the Day of Last past the

To the Hon^{ble} the mayors Court
at Madraspatnam

731.

Humbly complaining Sheweth unto this Hon^{ble} Court your Orator
Gengaram of Fort St George Merchant that Calliam Baica
Dashapah Chitte and Moota Mar Chitte now Being and
Residing in Madras being Partners and Joint Dealers together
in trade Did Purchase of your Orator a Parcel of Broad Cloth to
the amount of Five hundred and Eighty eight Pagodas for
securing the Repayment whereof the said Calliam Baica Dashapa
Chitte and Narnavarum Gundapa Chitte Did sign and give to
your Orator one Casjan note or writing Bearing Date the Seventh
Day of January which was in the year of our Lord 1724 thereby
Promising to Repay the said Sum of Five hundred Eighty eight
Pagodas with Interest after the Rate of nine per Cent per Annum
on or before the expiration of Twelve months to be accounted from the
Date thereof as by Translate of said note Ready to be Produced as
this Hon^{ble} Court shall award will appear and your Orator shews
that sometime after the said Calliam Baica Dashapah Chitte
and Moota Mar Chitte Did Purchase of your Orator another parcel
of Broad Cloth to the amount of one hundred Eighty seven Pagod
and eighteen sannams for securing the Repayment thereof the said
Calliam Baica Dashapah Chitte and Narnavarum Ranga Chitte
Did make and give to your Orator one other Casjan note under their
hands Bearing Date the Eighth Day of May which was in the
year 1725 thereby Promising to pay the said Sum of one hundred
Eighteen sannams to your Orator on or before the Expiration of ten
months from the Date of the said note as by Translate thereof Ready
to be Produced as this Hon^{ble} Court shall award will appear.
and your Orator further shews that the said Calliam Baica
Dashapah Chitte and Moota Mar Chitte Did also Purchase of your
Orator one other Parcel of Broad Cloth to the amount of one hundred
Eighty nine Pagodas and for securing the Payment thereof to your
Orator the said Calliam Baica Dashapah Chitte and Narnavarum
Gundapa Chitte did make and give to your Orator one other Casjan
note or writing Bearing Date the Nineteenth Day of June which

July 1730 and the Defendant being Present in Court and
acknowledging the Execution of said Bond and the Justice of the
Plaintiffs Demand This Court Doth therefore think fit to order and
Decree and Doth accordingly order and Decree that the Defendant
Do pay unto the Plaintiffs the Sum of Two hundred and fifty Eight
being the Principal money Due on the said Bond with Interest
after the Rate of Eight per Cent per annum from the Date thereof
together with their Costs of Suit.

¶ Cur

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your Orator the
Minister and Churchwardens of the Parish Church of St Mary in
Madras That Tellinga Cook now being and Residing in Madras
Did take up and Receive of and from Richard Benyon of Fort George
Merchant the Sum of Two hundred Pagodas for securing the
Repayment whereof he the said Tellinga Did by one Deed of
assignment under his hand Bear Seal Bearing Date the 23 Day
of August which was in the year of our Lord 1720 assign and make
over unto the said Richard Benyon all those his Three houses and
Ground Situate in the Laddenaigues Patta in Sombu Barnah alley
in the said assignment more Particularly Described To hold to the
said Richard Benyon his heirs and assigns forever in which said
assignment is Contained a Proviso for making void the same on
Payment of the said Sum of Two hundred Pagodas with Interest after
the Rate of Eight per Cent per annum at or before the Expiration of eight
months from the Date thereof as by the said assignment Ready to be
Produced as this Hon^{ble} Court shall Direct with app^r and your Orator
Sheweth that the said Richard Benyon by endorsement on the before
mentioned assignment Did Declare that the same was taken by
him for and on your Orators Account as by the said endorsement under
the hand of said Richard Benyon will appear and your Orators
Shew that they have frequently Demanded payment of the said Sum

all and every the matters aforesaid and be Decreed to pay unto
orators the said Sum of Two hundred Pagodas and the Interest
Due thereon and that in Default thereof the Mortgaged Premises
may be sold and the money arising by such sale may be Paid to
your Orators in Discharge of their said Demand and that your
orators may have such further and other Relief in the Premises
as shall be agreeable to Equity and good Conscience

W^m Termin

Attorney for the Complainants

Mayors Court at
Madraspatnam

Friday the 24th of Decem^r Anno Domini
1731 Between the Minister and Church
wardens of St Marys Church in the
St George Comp^{ts} and Maungattee
Dermat and Periatombe Chetty of India
Place Merchants Defendants.

Upon Reading the Plaintiffs Petition and also one Mortgage Bond
under the hands and seals of the Defendants Dated the 27th Day of
August 1729 and the Defendants being Present in Court and
acknowledging the Execution thereof and the Justness of the Plaintiffs
Demand This Court Doth think fit to order and Decree and doth
accordingly order and Decree that the Defendant Do pay unto
the Plaintiffs the Sum of Two hundred Pagodas being the Principal
money Due on the said Bond and further such Interest as now
Remains Due thereon after the Rate of Eight $\frac{7}{8}$ Cent $\frac{7}{8}$ annuum
together with their Costs of Suit.

$\frac{7}{8}$ Cent

Dec^r 3

1731

To the Hon^{ble} the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^{ble} Court your Orators
The Minister and Churchwardens of the Parish Church of St Marys
in Madras That Treengalum now being and Residing in

A

Adversus Verfus Coja Sarkese..... 154
 Amala Charee Verfus Armagon Chittie.... 233

B

Barrington Charles Ver Chimnaway Chittie.... 25.
 Boodle Robert Ver Holl Goddard..... 28.
 Budriah Verfus Nallum Linguappah..... 74
 Budriah Verfus Veasum Paupah..... 94
 Budriah Ver Najin Court Vamainah.... 198.

C

Carter Robert Verfus Goulding & Gordon.... 34
 Chittieram Verfus James Macrae..... 56
 Chinnee Somadru Verfus Moscunda and
 Saawarrum Chittie..... 59
 Chadeapah mos delore Verfus Videnada.... 104

D

Drake George Verfus Changonah..... 134

E

Empson Mathew Verfus Soopiah..... 230

F

Fenton John & Hannah his Wife Verfus
 Piers & Monson..... 159.

G

Gongoram Verfus Calliambaucum
 Daphapa Chittie &c..... 8
 Gergorio Francisco Verfus Jeronimo 40 & 41.
 Gongoram Verfus Comarah.... 95 & 96
 Goddard Holl. Verfus Fondara Comappa. 97
 Gongoram Verfus Moota Comrappilla.... 203
 Gopall quese Verfus marcus moses 223 & 224
 Goodapilla Rangapa Verfus Pangamiah 224

H

Holme John Verfus Ann Harrington.... 92

I

Idderue Elizabeth & Hannah Fenton
 Verfus Piers & Monson..... 37

K

Kistna Verfus Sangamy..... 38
 Kistna Verfus Vencataiah & Ninan.... 60.

L

Latcheram Verfus Shaikh Saib..... 139.

M

Minister & Church Wardens Verfus Periton
 & Maungatec Verage Perimah..... 2
 Minister & Church Wardens Ver Trevenagatum. 3
 Minister & Church Wardens Ver Tellesinga. 5
 Maerae James Ver Chinna Coofee Chittie. 24
 Minister & Church Wardens Ver Soda shava. 35
 Maerae James Ver Saam Chittie..... 63
 Moota Comrappilla Ver. Villappah & Videnapah. 64
 Metcalf Nina Chittie Ver Comrappah & Mendeapa. 69
 Minister & Church Wardens Ver Tran. Callimatta. 77
 Morse & Monson Ver Fondara Comrappa. 99
 Monson Weston & Stratton Verfus Idderue
 & Fenton..... 171
 Moodu Verfus Maneram..... 174
 Medwits Lewis Ver Nall. Fierren..... 184
 Moodu Verfus Maneram..... 182
 Murray David Ver Newell & Permin 195 & 196.
 Metcalf Nina Chittie Verfus Nagala Bompala
 & Boochu Bompala..... 218
 Minister & Ch. Wardens Verfus moodu modular 221
 Minister & Ch Wardens Ver Traggapah.... 228
 Moosa Vencatte puttee Ver Narrain Chittie 235.

N

Narrain Chittie & Tellesinga Verfus
 Susanna Delafontaine..... 177
 Nalla Verfus Samson..... 200

A

Adversus Coja Sackie..... 154
 Charee versus Armagon Chittie.... 233

B

Barrington Charles Ver Chinnaway Chittie.... 25.
 Botte Robert Ver Hall Goddard..... 28.
 Budriah versus Kallum Singuappah..... 74
 Budriah versus Veasum Paupah..... 94
 Budriah Ver Najin Court Vamainah.... 198.

C

Carter Robert versus Goulding & Gordon.... 34
 Chittieram versus James Macrae..... 56
 Chinnu Somadru versus Moccunda and
 Paawarrum Chinn Chittie..... 59
 Chadeapah moodelare versus Videnada.... 104

D

Drake George versus Changonah..... 134

E

Empson Mathus versus Soopiah..... 230

F

Fenton John & Hannah his wife versus
 Piers & Monson..... 154

G

Gongoram versus Callianbaucum
 Dapha Chittie & P..... 8
 Gergorio Francisco versus Jeronimo 40 & 41.
 Gongoram versus Comarah.... 95 & 96
 Goddard Hall. versus Fondava Comappa. 97
 Gongoram versus Moota Comrapilla.... 203
 Gopall quise versus marcus moses 223 & 224
 Goodapilla Sangapa versus Pangemiah 224

H

Holme John versus Ann Harrington.... 92

I

Idderree Elizabeth & Hannah Fenton
 versus Piers & Monson..... 37

K

Kistna versus Sanjamy..... 38
 Kistna versus Vencatash & Minan.... 60.

L

Latcheram versus Shaikh Saib..... 139.

M

Minister & Church Wardens versus Periton
 & Maungatey Verage Permal..... 2
 Minister & Church Wardens Ver Treseingalum. 3
 Minister & Church Wardens Ver Tellesinga. 5
 Macrae James Ver Chinnu Coofee Chittie. 24
 Minister & Church Wardens Ver Sada shava. 35
 Macrae James Ver Saam Chittie..... 63
 Moota Comrapilla Ver. Villogpah & Videapah. 64
 Metcalf Nina Chittie Ver Comrapah & Mendeapa. 69
 Minister & Church Wardens Ver Tran. Callimatta. 77
 Morse & Monson Ver Fondava Comrapa. 99
 Monson Weston & Stratton versus Idderree
 & Fenton..... 171
 Moodu versus maneram..... 174
 Medeiros Lewis Ver Nath. Fiermen..... 184
 Moodu Ver versus maneram..... 182
 Murray David Ver Newell & Jermim 195 & 196.
 Metcalf Nina Chittie versus Nagala Bompala
 & Boochie Bompala..... 218
 Minister & Ch. Wardens versus moodu moodela 227
 Minister & Ch Wardens Ver Jaggapah.... 228
 Moosa Vencattee puttee Ver Narrain Chittie 235.

N

Narrain Chittie & Tellesinga versus
 Susanna Delafontaine..... 177
 Nalla versus Samson..... 200