

GL 12007

Vol. 12B

38

~~287256~~

Mayors Court at
Madrasnamam

Between Marcus Petrus
Complainant and Axiat Torase
Defendant

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

Gregorio Miguel of Madras Merchant Aged 26 years or thereabouts being produced
as a Witness in this cause on the part of the Defendant was on the 20 day of August
1757 shown at the Office of Mr John Maxwell Stone Attorney for the Complainant
by Consensus and left a note of the Name Title and place of Abode of the said Gregorio
Miguel and afterwards on the same day being sworn and examined deposed the
as follows

1. To the first Interrogatory this Dependent saith that he has known the Complainant
8 years or thereabouts and the Defendant from his Infancy.
2. To the second Interrogatory this Dependent saith that he went to China in the Year
One thousand seven hundred and forty nine; and One thousand seven hundred
and fifty; that the Defendant went with him his Dependent in the Year One
thousand seven hundred and fifty; that to this Dependent knowledge the
Defendant did transact his own Business during the time he was in China
but that the Business relating to the Consignments made by Miguel Gregorio
to the Defendant and from this Dependent was transacted by him this
Dependent and more saith not to this Interrogatory.
3. To the third Interrogatory this Dependent saith that he knows nothing of the
Business of the Defendant in China.
4. To the fourth Interrogatory this Dependent saith that he knows nothing of the
Business of the Defendant in China.
5. To the fifth and last Interrogatory this Dependent saith not to any particu-
lar Questions enquired after in this Interrogatory.

Math Clarke
Clerk

Gregorio Miguel

Mayors Court at
Madrasnamam

Between Marcus Petrus
Complainant and Axiat Torase
Defendant

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

Francis of Madras Merchant Aged 22 years or thereabouts being produced as
a Witness in this cause on the part of the Defendant was on the 20 day of August
1757 shown at the Office of Mr John Maxwell Stone Attorney for the Complainant
by

See a piece of the said Shirts which was of the same Tenure with what was delivered to him this Deponent and more saith not to this Interrogatory.

5th To the fifth and last Interrogatory this Deponent saith not to any particular Questions enquired off in this Interrogatory.

Matt Clarke

et^a

Marcator Merjam

Interrogatories to be administered to Stephen Martens produced Sworn and examined on the part of the Defendant in a certain Cause wherein Marcator Petrus is Complainant and Avid Toros is Defendant.

- 1 Do you know the Parties Complainant and Defendant in this Cause if you have long have you so known them or either and which of them Declare?
- 2 Do you know or do you not know of any sum of money transferred by Avid Toros to Marcator Petrus if you what sum and on what Account was the same transferred. Was the same ever paid Marcator Petrus in the whole or in part and by whom to the best of your knowledge and belief Declare?
- 3 Do you know or can you say any other matter or thing material for Avid Toros in this Cause if you declare the same as you have heard or do believe with the reasons of such your knowledge and belief.

John Palmer

Archdale Palmer ^{Att^y for} the Def^t

Mayors Court at
Madraspatnam

Between Marcator Petrus Complainant
and Avid Toros Defendant

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

Stephen Martens of Madras Merchant Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 4th day of August 1757 sworn at the Office of Mr. John Maxwell Store Attorney for the Complainant by Comacopia who left a note of the Name Title and place of Abode of the said Stephen Martens and Afterwards on the same day being Sworn and Examined deposeth as follows.

Account Sales of Teas sold there Viz Batavia 13th July 1751

Teas			
Compo	320. 25. @ 25 1/2 Paul		8000. 6
Bohea	310. 98. @ 10		3109. 20
Seuchong	13. 15. @ 65		845. 18
Souls	112. 31. @ 20		2256. 4
Poo	27. 39. @ 20		541. 18
			14778. 18

Charges Viz

Commission On 14778. 18 @ 5 1/2 Paul	792. 22
Freight On 539 Paul @ 3 1/2 1/2 Paul	2061. 18
Wille On green Tea @ 4 1/2 d	451. 6
Custom @ 6 1/2 Paul	886. 18
For Douchein Weight	74. 22
Boat hire Loading it	50. 0
	5262. 10
	10516. 8

Errors Excepted
M. Petrus

Translate of an Extract of an Account Current. Signed by Maria Margareta Petrus to Peder Agnat Toroso. Bearing date at Lund the 10th 1750.

Agnat Toroso		
To 70 Cien Most Demasches at 3 1/2 per Cien		245. 0
To 26 d ^{rs} of Wampum at 6 1/2 d ^{rs}		166. 0
To 10 d ^{rs} of Colony flower of Scarlet and white colour at 12 1/2 per Cien		125. 0
To 2 Cien of Lampy at 3 1/2 per Cien		68. 0
		599. 0

True Translate from the Original as near as can be
Thaddeus Aga Perry
Given to before me the 20 day of August 1751
John Smith, Merchant
K. Judge of the Mayor Court

Marcos Petros, referred to in the said Entry, which was produced to us by Marcos Petros, that this discharge is wrong and therefore we think it should not be admitted.

The Tenth Article of P. 25. 25. for sundry necessities and Interest from P. 7. 12. and Pagas 113. - stated at the foot of the Account for Golden Buckles Brackets &c.

This part of the Aforesaid Charges is admitted by Arist Torse, yet as we found by many concurrent Circumstances that they were all presents made by Marcos Petros whilst he continued an agreed feeling with Arist Torse, and as there are many Charges of the like Nature in the Account of this Letter, the Amount of which pretty nearly agree together We are therefore of Opinion that all such Charges in either Accounts should be struck out.

The Tenth Article of P. 27. 28. 12. and the Next Article of P. 49. 5. 7. 3. for a Difference in Contract.

The Aforesaid Articles being stated in a very obscure & almost unintelligible manner we are of Opinion it should be more clearly explained, for which purpose it is necessary to set forth the whole Transaction from which the said Difference arises.

Arist Torse being concerned under Marcos Petros in his Adventure to China P. 2129 Marcos Petros the Return from his Voyage informed Arist Torse that his concern under him yielded a well profit of 25 1/2 lb. but he sometime after pretended that upon settling the Accounts of said concern it turned out odd which difference being about 7 1/2 lb. amounted on P. 2129 to P. 268. 26. 70. and with Interest to P. 27. 28. 12. the Sum in this Article Whereas it appears to us by the Examination of Marcos Petros Account of this said Adventure that the well profit is 9 1/2 lb. which being deducted from the former Account of 25 1/2 lb. the Difference to be repaid by Arist Torse is 16 1/2 lb. instead of 7 1/2 lb. which on P. 2129 amounts to P. 263. and as the said Sum was not immediately paid by Arist Torse but he proceeded on a Voyage to China, it is our Opinion that he should allow a premium of 15 1/2 lb. on the said Sum making P. 278 1/2, amounting together to Page 246. 24. - and the usual Interest thereon from July 4. 58.

Next the Account Current of Arist Torse

The First Article on the debit side is 16 1/2 lb. the amount for which he was concerned under Marcos Petros from China to Batavia.

the said William Lindsay granted to your Petitioner and M^r Joseph Austin by
 this Honble Court on the fifth day of October One thousand seven hundred and fifty-
 six has collected the Sum of three thousand and forty eight Pagodas twenty seven
 fanams and twenty cash as will appear by an Account Current herewith
 Annexed, And as there are Several Creditors to the said Estate, Some of whom are
 in Europe some at Bengall and as your Petitioner is uncertain whether when all
 the Assets of the said Estate shall be collected by the Administrators they will be
 sufficient to satisfy in full the Creditors, for which and other Reasons it Appears to
 your Petitioner that it will be a long time before a regular Dividend of the said
 Estate can be made amongst the Creditors, therefore your Petitioner humbly
 requests this Honble Court will permit him to deposit with them the Sum he has
 already collected being as above mentioned three thousand and forty eight Pagodas
 twenty seven fanams and twenty cash.

And your Petitioner shall ever Pray
 I. M. Stone
 Att^y for the Pet^r

Read & filed
 Janry 7th 1752.

To the Honble the Mayors Court at
 Madraspatnam

Humbly complaining sheweth unto this Honble Court your Orator Pundamallu
 Chuddappa of Madras Merchant That Edward Burman also of the same place
 Merchant having lent unto Ougulla Vankar Chittie Pirata Ramamu Chittie
 Boodu Latchumy and Kistnamma Reg the Sum of two thousand seven hundred
 and fourteen Pagodas fourteen fanams and thirty three cash upon their
 Obligation which said Sum was to be employed in trade and the Profits
 or Loss thereon was to be one half on Account of the said Edward Burman
 and the other half on Account of the said Ougulla Vankar Chittie Pirata
 Boodu Latchumy and Kistnamma Reg and the Interest of nine per cent per
 Annuum was to be Allowed the said Edward Burman and your Orator
 was Security for the Appearance of the said Ougulla Vankar Chittie Pirata
 Ramamu Chittie Boodu Latchumy and Kistnamma Reg And your Orator
 further sheweth unto this Honble Court that on or about the Month of
 February in the year of our Lord One thousand seven hundred and fifty-
 seven a large boat arrived at this Place with a returning cargo which
 said cargo the said Edward Burman did receive in part payment of
 the

Orator further sheweth unto this Honble Court that Although he did make
such inadvertent Confession your Orator did not then recollect that the said
Edward Burman did some time in the month of April last in the year
aforesaid adjust Accounts with the aforesaid Boody Latchumy and Kistnama
Roy who acted as Agents for the aforesaid Perata Ramme Chittie and
Cugulla Vauhee Chittie and for the better securing the Payment of the said
Sum of One thousand five hundred and ten Pagodas being the Ballance
then due to the said Edward Burman that the said Edward Burman did
Accept of a Mortgage of two large Boats and a House at Vijagapatam as
aforesaid and in consequence thereof a new Obligation was executed by
the said Boody Latchumy and Kistnama Roy as well as their co-Debtors as Account
of the said Perata Ramme Chittie and Cugulla Vauhee Chittie and in
which said Obligation your Orator's Name is not mentioned whereby your
Orator humbly conceives the first Obligation became void. And your Orator
further sheweth unto this Honble Court that he did apply to the said
Edward Burman to deliver up your Orator's Obligation as the said
Edward Burman had not only received the Payment of his demand but
had also received a Bill of Exchange which the said Boody Latchumy
and Kistnama Roy had drawn on the said Perata Ramme Chittie in favour
of the said Edward Burman whereupon the said Edward Burman did
promise to deliver to your Orator the said Obligation as soon as he had advice that
the said Bill of Exchange was Accepted. And your Orator further sheweth unto
this Honble Court that since the aforesaid Promise was given he has received
certain advice that the said Perata Ramme Chittie had actually Accepted the
aforesaid Bill of Exchange so that even Admitting the aforesaid Obligation
to be of Force before the said Bill of Exchange was Accepted it is now become
void by the said Edward Burman's promising to deliver up the said Obligation
upon advice that the said Bill was Accepted. But now so it is may it please
this Honble Court that Although your Orator has frequently and in an
amiable manner requested his Obligation from the said Edward Burman
yet he wilfully and obstinately refuses to give your Orator any manner
of Satisfaction touching the Promise your Orator therefore prays a general
relief such as to this Honble Court shall appear agreeable to equity and
good conscience. To the End therefore that the said Edward Burman may
upon his corporal Oath true and perfect Answer make to all and singular
the matters and things herein before Alleged and sheweth as fully truly and
Effectually

Bill of Exchange which this Defendant had taken on Perata Ramma
 bhatte should be accepted, which is a matter that this Defendant doth
 deny nor doth this Defendant admit the Pleas to be good which the
 Complainant hath made use of. For altho this Defendant some time in the
 Month of April last did adjust accounts with Boody Satchumy, and Kistamma
 Roy, being two of the Obligors who were then in Madras, when a Balance of
 One thousand five hundred and ten Pagodas did remain due to this Defendant
 and altho this Defendant for a further Security of the Payment of the said
 Balance, did then accept of an absolute mortgage of one large Boat, which was
 then at Anchor in this Road and of a House at Vijagapatam, and this Defendant
 did also accept of a conditional of another large Boat which was to have taken
 Place had the said Boat been found at Vijagapatam and altho by virtue of
 those Mortgages a new Obligation was executed by Boody Satchumy, and
 Kistamma Roy out only in their own Account, but also on Account of the Aforesaid
 Perata Ramma bhatte and Cugulla Varhe bhatte, in whose hands the
 Aforesaid Balance of One thousand five hundred and ten Pagodas then was, in
 and who have not appeared since the money was first lent yet this Defendant
 doth say that he never heard any thing of the second Boat, and as to the first
 Boat, she was by the consent of the Parties carried to Vijagapatam and
 delivered into the hands of William Percival Esq^r who was this Defendants
 Attorney there, and this Defendant did also send Orders to the said William
 Percival Esq^r to take into his Possession the Aforesaid House; but altho these
 Effects were thus mortgaged to this Defendant yet the mortgage Obligations
 doth particularly express that they were to remain in the Possession of this
 Defendant or his Assignee at the Neque Court, and expense of the Aforesaid
 Perata Ramma bhatte whose property they were the said to be until
 ascertain Bill of Exchange for One thousand five hundred and ten Pagodas
 mentioned by the Complainant was paid by the said Perata Ramma
 bhatte, also until all charges which should arise on navigating the first
 mentioned large Boat from this Place to Vijagapatam and in sailing the
 said large Boat or Vessel should likewise be paid and this Defendant is
 well informed that the mortgaged Effects were taken out of the hands of
 the said William Percival Esq^r by means of the capture which the French
 made of Vijagapatam some time in the month of June last and that the
 Aforesaid Perata Ramma bhatte had not discharged the Aforesaid Bill
 of Exchange Now this Defendant prays leave to inform this Honble Court
 that

Defendant doth think it necessary to make the following Remarks
Namely that he hath already Quoted a Clause in the Second Obligation
which particularly expresses that the first Obligation is not void unless the
Bill of Exchange is paid, which Obligation the Complainants Attorney
hath had, and may have the Liberty to peruse when he thinks proper,
therefore unless the Complainant can produce a Writing under this Defen-
dants hand to support what the Complainant hath Advanced, his
Assertion can have no Weight, for no Part of a Bond can be made void but
by Compulsory therewith, or by a Counter Obligation so long as the Bond
is confessed to be just, which the Complainant hath already Acknowledged
All which matters and things this Defendant is ready to ever maintain
and prove as this Honble Court shall direct and humbly prays to be hence
dismissed with his reasonable costs and charges in this behalf most
wrongfully Sustained.

J. M. Stone

Att^y for the Defendant

W^m Burman

Read & filed
14th Feb^y 1753.

The Replication of Gundamalla
Chudagual of Madras Merchant
Complainant to the Answer of Edward
Burman of the same Place Merchant
Defendant

This Replicant now and at all times hereafter saving and Reserving to
himself all and all manner of benefit and Advantage of exception to the
many Errors Mistakes and Imperfections in the Defendants Answer
for Replication thereto saith that all and singular the matters and
things in the Replicants said Bill contained are true as the same are
therein Alleged and set forth and that the Answer to the said Bill is
very untrue imperfect and Insufficient in the Law to be replied unto and
this Replicant further saith that the Defendant did promise this Replicant
that he would upon Advice of the Bill of Exchange given him by George
Latham and Richardman being Accepted deliver to this Replicant
his Obligation and what further corroborates this Replicants Assertion
is that some time in the month of April which was in the year of Our Lord

Read Affid.
9th March 1768.

The Respondent of Edward Burman
of Madras Merchant Defendant
to the Replication of Pundamalla
Shuddeapah of the same Place
Merchant Complainant.

This Defendant now and at all times hereafter saving and reserving
to himself all manner of benefit and Advantage of Exception to the many
Errors Uncertainties Doubts and Imperfections in the said Replication
contained saith that the Defendants said Answer is certain true and sufficient
in the Law to be replied unto. And the Defendant doth deny as in his Answer
he hath already done he ever promised to deliver up to the Replicant his Obligation
upon the Defendants receiving advice that the Bill of Exchange given him by
Brady Lacherry and Pistrach Roy was accepted nor hath this Defendant to
this day ever received any such advice nor ought this Defendant to have delivered
to the Replicant his Obligation at the time that Defendant received the Second
Obligation or Mortgage deed since that Mortgage deed was not received by
this Defendant as a discharge for the first Obligation but was received by
this Defendant chiefly at the Instigation of the Replicant in Order to Add
some for the Security to the Payment of the debt and designed as a Relief to the
Replicant, because he could not Produce the Persons of Pyrate Ramona Chittie
and Cugalla Vankie Chittie being two of the Original Obligors whose personal
Appearance the Replicant was bound for and if this Defendant had by
means of the said Mortgage deed procured the Balance or any part thereof
which was due to him by the Original Obligors and had not given
Credit for the same then the Replicant might have had just Reason to
complain but since this Defendant hath not received any benefit from
the said mortgage deed and as the said mortgaged premises were taken
out of the Hands of this Defendants Attorney at Vizagapatam by
means of the capture of that Place, which mortgaged Premises were at
the Risque of Pyrate Ramona Chittie as is more fully set forth in this
Defendants Answer therefore this Defendant doth say that the Replic-
ants plea is altogether Groundless and Integuous and as to the Replicants
saying that one of the mortgaged boats did arrive along time before
the capture of Vizagapatam by which means this Defendants
Attorney could have disposed thereof in order to pay the Balance
due to this Defendant which objection of the Replicants this Defendant

nor does this Defendant that the Replyants saying he was misled -
 as he calls it to confess Judgment ought to have any weight against
 this Defendant more especially as it is matter that this Defendant is
 unacquainted with and is also quite new and foreign to any part
 of the Replyants Bill of Complaint, and therefore this Defendant
 presumes such matter ought not to be Admitted. All which matters and
 things this Defendant is ready to aver maintain and prove as this
 Honble Court shall direct and humbly prays avir and by his said
 Answer he hath already prayed.

J. M. Stone
 Att^r for the Defendant

Interrogatories to be Administered to such Witnesses as shall be
 produced Sworn and examined on the part and behalf of the Complainant
 in certain Cause wherein Sundumulla Chulapah is Com-
 plainant and Edward Burman is Defendant

To all the Witnesses: Do you know the Parties Complainant and Defendant in this Cause if you
 how long have you so known them or either and which of them declare?

To Sagaraw 2 Was you or was you not at any time and when desired by one Annachillum to
 settle any Account or Accounts between the Complainant and Defendant if
 you whose Accounts what was the Balance due on the said Accounts and in whose
 favour was the Balance did the said Annachillum say any thing to the Com-
 plainant relating to an obligation of you what and what obligation Did the
 said Annachillum make any promise to the Complainant after settling the
 said Accounts if you what promise and for what reason did the said
 Annachillum make such promise To the best of your Knowledge and belief,
 declare as if particularly Interrogated?

To Lingapah Chulach Was you or were you with one Annachillum and the Complainant if you
 when whose servant in the said Annachillum Did the said Annachillum
 discourse of any matter or thing relating to some Accounts depending
 between the Complainant and Defendant if you what was such discourse
 Did or did not the said Annachillum make any promise to the Com-
 plainant or relation to the said Accounts if you what was such promise
 To the best of your Knowledge and belief declare?

To all the Witnesses: Do you know or can you say any other matter or thing Material
 for

178

Bills of Exchange on Perata Ramanah for the Above Sum of One thousand five hundred and ten Pagodas payable to M^r Perceval. And this Depoent further saith not to this Interrogatory.

To the fourth and last Interrogatory this Depoent saith not to any particular questions enquired off in this Interrogatory.

Matt Clarke
Esq^r

Iyaptharaze

Mayors Court at
Madraspatnam

Between Pandamallah
Chuddapah Complainant and Edward
Brooman Defendant

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

Ramanah of Madras Merchant Aged 50 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was
on the 25th day of March 1758 shown at the Office of M^r John Maxwell
Stone Attorney for the Defendant by Bonacapa who left a Note of the Name
Title and place of Abode of the said Ramanah and afterwards on the same
day being sworn and examined deposed as follows.

1. To the first Interrogatory this Depoent saith that he has known the Com-
plainant 18 Years or thereabouts but has no knowledge of the Defendant

2. To the second Interrogatory this Depoent saith that he never was desired
by Annachellum to settle any Accounts between the Complainant and
Defendant and saith that he this Depoent did hear Annachellum say
to the Complainant that he would go to the Defendant and desire him to
deliver up the Complainants Bond as Westnamah and Lachmundo had
mortgaged to the Defendant two Vessels and a House at Vizzagapatnam
and had given the Defendant a Set of Bills of Exchange made payable
to M^r Perceval for the Sum of one thousand five hundred and ten Pagodas
the Balance of an Account due to the Defendant from one Perata Ramanah
And this Depoent further saith Iyaptharaze and Perata Ramanah
upon their having settled the Account between the Defendant and Perata
Ramanah did desire Annachellum to get the Complainants Bond
from the Defendant and more saith not to this Interrogatory.

and further saith that the said Arnachellum did promise that he would
speak to the Defendant about it And more saith not to this Interrogatory.
To the fourth and last Interrogatory this Depoent saith not to any
particular Questions enquired off in this Interrogatory.

Natt-Clarke

Ex^{or}

Defchaphah

Mayors Court at
Madrasnam

Between Chandamullah
Chudtagah Complainant and
Edward Berman Defendant.

Depositions of Witnesses in this cause taken by and before the Examiners
in this Court as follows

Lingayah of Madras Merchant Aged 29 Years or thereabouts being pro-
duced as a Witness in this cause on the part of the Complainant was on the
27th day of March 1768 summoned to the Office of Mr John Macmill Stone
Attorney for the Defendant by Legacape who left a note of the Name Title
and place of Abode of the said Lingayah and afterwards on the same day
being sworn and examined deposed as follows.

Q¹ At the first Interrogatory this Depoent saith that he has known the Complainant
25 Years or thereabouts but has no knowledge of the Defendant.

Q² To the second Interrogatory this Depoent saith that about four months
past he was conversant with the Complainant and one Arnachellum
and saith that the said Arnachellum is conversant to the Defendant, and
saith that he did not hear the said Arnachellum discourse about any
dispute depending between the Complainant and Defendant, but heard
the Complainant desire the said Arnachellum to get him up his Bond
from the Defendant, and saith that the said Arnachellum did promise
the Complainant that he would speak to the Defendant for it And more
saith not to this Interrogatory.

Q³ To the fourth Interrogatory this Depoent saith not to any particular
Question enquired off in this Interrogatory.

Natt-Clarke

Lingayah

1. What of them Declare?

2. Did the Complainant at any time and when give a Bond or Obligation to the Defendant of you on what Account was the said Bond or Obligation given. Was there any Account or Accounts Adjusted between the Complainant and Defendant After executing the said Bond or Obligation of you was there any Balance due thereon and in whose favor was the said Balance who acted as Interpreter and transacted business between the Complainant and Defendant. Did the Complainant at any time and when request of you to apply to the Defendant to return him the said Bond or Obligation of you for what reason Did you apply to the Defendant in consequence of the Complainant's application to you for the delivery of the said Bond or Obligation of you what Answer did the Defendant order you to give the Complainant and what Answer did you give the Complainant. Did you promise to return the said Bond or Obligation to the Complainant if you for what reason and by whose direction did you make such promise To the best of your knowledge and belief Declare?

3. Do you know any other matter or thing material for the Complainant in this Cause if you declare the same as you know have heard or do believe with the Treasures of such your knowledge and belief.

John Palmer
att^y for the Comp^t

Mayors Court at
Madraspatnam

Between Pundamullich
Chudappa Complainant and
Edward Buxman Defendant.

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

Annachellum of Madras Conicely aged 37 years or thereabouts being
produced as a Witness in this Cause in the part of the Complainant was on
the 30th day of March 1858 shown at the office of M^r John Maxwell Stone
attorney for the Defendant by Annappa who left a note of the name, title
and place of Abode of the said Annachellum and afterwards on the same
day being sworn and examined deposed as follows

At the first Interrogatory this Dependent said that he has known the
Complainant 25 years and the Defendant 7 years or thereabouts. Q

1. The Merchant is Defendant.
To William Percival

Do you know the Parties Complainant and Defendant in this Cause? or either of them? If yes how long have so known them? either and which of them? Declare.

2. To William Percival

Did or did not the Defendant at any time transmit to you a Bill or Bills of Exchange drawn by Booda Latchumy and Ristamma Roper in Pirata Ramonu Whittie payable to your self on Account of the Defendant? If yes how many of such Bills were transmitted to you? And was or was not either of these Bills accepted by the said Pirata Ramonu Whittie and what sum more these Bills of Exchange drawn for? and what became of the said Bills of Exchange? To the best of your knowledge or belief Declare.

3. To William Percival

Do you know or can you say any other matter or thing material for the Defendant in this Cause? If so, set forth the same as you know have been Informed, or do believe, together with the Reasons of such your Knowledge or belief.

J. M. Stone
Att. for the Defendant

Mayors Court at
Madraspatnam

Between Sundamullah
Chuddrappa Complainant and
Edward Burrman Defendant

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

William Percival of Madras Merchant Aged 52 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 24th day of March 1858 sworn at the Office of Mr John Palmer Attorney for the Complainant by Venacopia who left a note of the Name Title and place of Abode of the said William Percival and afterwards on the same day being sworn and examined depose as follows.

1. To the first Interrogatory this Dependent saith that he has no particular Knowledge of the Complainant but has known the Defendant many years.

2. To the second Interrogatory this Dependent saith that ever about the month

Interrogatories on the part of the Defendant with one Deposition. These on hearing the Pleadings made use of by the Attornies, & on due Consideration had thereon. It appearing to this Court that the Original Obligation entered into by Cyril Ramme Chetty, Eugalle Vankie Chetty, Broodasatchme and Kichnamma Toz, for the performance of which the Complainant is bound, still remains undischarged, the Defendant not having been able to obtain payment of the Bill of Exchange which he received for the Amount of what was remaining due on the said Obligation, or to acquire any satisfaction of the same, from the additional Security of the Mortgage of a House and two Boats, insisted on by the Complainant, to be so Acquitted of his Obligation. This Court doth therefore think fit to order, and decree, and doth accordingly order and Decree that the Complainants Bill shall stand discharged with Costs.

J. Cur.

Read & filed
17th January 1758.

To the Honble the Mayors Court at Madraspatnam

Humbly complaining sheweth unto this Honble Court your Orator Mootu Ramalinga Chetty of Madras Merchant that Viccent Quenton DeLeonitrie also of the same place Merchant as Attorney for Francisco Carvalho did on or about the twenty ninth day of December last obtain a Warrant of Execution from the Honble the Court of Appeals against the Effects of one Mootu Raghupath Chetty of Madras Merchant on Account of a Debt due by the said Mootu Raghupath Chetty to the said Francisco Carvalho, by Virtue of which said Warrant of Execution the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof hath affixed his Seal on certain Premises, a List whereof whereunto annexed to which your Orator humbly refers and prays the same may be admitted as part of this your Orator's Bill of Complaint which said Premises are mortgaged to your Orator But that this Honble Court may be convinced of the Justice of your Orators Claim your Orator prays leave to submit a Narrative of the whole Affair your Orators Father and the Father of the foresaid Mootu Raghupath Chetty were jointly concerned in Building the three Houses the Store Choultry and the Store Pyalls and in making the Tank and wells and in planting the Trees mentioned

243
Sometime to be summoned and required by the Sheriff of Port Saint George
Town of Madraspatnam and Districts thereof personally to be and
appear at a certain time and Place to be by this Honble Court appointed
and perfused there and there to answer this your Orators Bill of Complaint
and further to stand to and abide such order and decree as to this Honble
Court shall seem meet.

J. M. Stone
att^r for the Compt^r

A List of sundry Effects Seized by Virtue of a Warrant of Execution from
the Honble the Court of Appeals against the Effects of Motee Rashed Linga
Chittie.

One large Brick House
One Small D.
One Thatched House
Two Types of different Trees
One Black Stone Chaultry
One Parcell of old Bricks
One Parcell of new D.
One Tank
Two Wells
Two Stone Cylles

Mayors Court
Madraspatnam

Tuesday the 16th Day May
Anno Domini 1758.

Present

Samuel Ardley Esquire, Mayor Edward Burman
John Davidson, and Charles Turner, Aldermen.

Between Motee Rashed Linga
Chittie of Madras Merchant Complain-
ant and Vincent Quintin de Samethie
also of the same Place Merchant
Defendant

It Appearing to this Court that the Defendant had been served with
the

Mayors Court

and his Constituent by Ragoor Ball Kistna commonly called Ragoor Virago Whetty by which Name the plaintiff in Execution have sued the said Ragoor Ball Kistna for and in Consideration of a Just debt due from the said Ragoor Ball Kistna commonly called Ragoor Virago Whetty vizt two Houses in Ragoor Virago Whetty Street pedanachies pullah one House in Corral Merchant Street Mital pullah one piece of Ground in pedanachies pullah and one Garden situate in the Village of Neddombank in which garden there are several premises which are sealed by virtue of the Warrant aforesaid and which although they are not particularly recited in your petitioners deed of Assignment yet as they are Immoveables in the said Garden and recited in the Deed or Bill of Sale of the said Garden ready to be produced when required by this Honble Court your petitioner conceives that he has a right to the said Premises and your petitioner further sheweth that he has Shown the Deed of Assignment of the above premises unto the said David Lopez Fernandez and Samuel de Castro which is now ready to be produced when required by this Honble Court also the Bills of Sale of the above premises.

Your petitioner therefore in behalf of aforesaid humbly prays that the seals now affixed on the said premises by Virtue of the Warrant aforesaid may be taken off that your petitioner may be restored to the quiet possession of the premises.

Archdale Palmer
Att' for the Defendant

Read and filed
9 Aug 1757.

To the Honble the Mayors Court
at Madraspatnam

Humbly complaining sheweth unto this Honble Court your Orators David Lopez Fernandez and Samuel de Castro of Madras Merchants that John Walsh and Henry Vandellart also of the same place Merchants That whereas your Orators did on or about the thirty first day of May last file a Bill of Complaint in this Honble Court against Ragoor Virago Whetty of Madras

whatever Assignment Bills of Sale or Mortgage deeds they may have Received from the said Ragoor Ball Kistna otherwise Ragoor Virago Chetty of the premises seized by virtue of a Warrant of Execution granted to your Orators

But now so it is may it please this Honble Court they the said John Walsh and Henry Vandittart Obstinately and Wilfully Refuse to give your Orators any manner of Satisfaction touching the Premises your Orators therefore humbly pray a General Relief such as to this Honble Court shall appear agreeable to equity and good Conscience.

To the end therefore that the said John Walsh and Henry Vandittart may upon their Corporal oath a True and perfect Answer make to all and Singular the matters and things herein before Alleged and set forth as truly fully and Effectually to all Intents and purposes as If the same were here again Repeated and Interrogated and be decreed to deliver up unto your Orators whatever Assignment Bills of Sale or Mortgage deeds of any of the premises seized by virtue of the Warrant of Execution Aforesaid which they may have Received from the said Ragoor Ball Kistna commonly called Ragoor Virago Chetty and that all the premises aforesaid may be sold in order to Satisfy your Orators Demand and moreover That the said John Walsh and Henry Vandittart may be obliged to make good unto your Orators the damages they may have Received by virtue of the Warrant of Execution being Deford, and may likewise be obliged to pay all costs of this Suit.

May it please this Honble Court to cause the said John Walsh and Henry Vandittart to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and districts thereof personally to be and Appear at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide Such Order and decree as to this Honble Court shall seem meet

J. M. Stone
att for the Compt^{rs}

Also Alleges that the same was for a security for the debt due to this
Defendant and the said John Walsh now this Defendant begs leave to
acquaint this Honorable Court that the Complainants did obtain
Execution Against the said Ragoor Ball Kristna commonly called
Ragoor Viragoor Chetty until the twenty first of June Last and that it
was not until the twenty seventh of June that the said Execution
was delivered in to the hands of the Sheriff to be executed this Defendant
therefore is of Opinion that the said Assignment made to this Defendant
by the said Ragoor Ball Kristna commonly called Ragoor Viragoor
Chetty on the eighth month of June must be deemed according
to Law as good and Valid for proof of which this Defendant prays reference
to a passage in Jacob's Law Dictionary being following that already
quoted by this Defendant which runs in these Words "for till Execution is
issued in the Sheriff's hands a man is Owner of his Goods and may dispose of them
as he thinks fit and they are not Bound by the Judgment and by the
Statute of Charles the 2^d. Chap 3. Stat 16 It is enacted no writ of Execution
shall bind the Property of the Goods Against whom such writ is sued
forth but from the time such writ shall be delivered to the Sheriff to
be executed."

All which this Defendant is of Opinion suffi-
ciently proves that the said Assignment to this Defendant is fair and
Equitable and cannot be deemed fraudulent as the said Complainance was
made to this Defendant bonafide upon good and valuable consideration
and with the free will and consent of the Assign or which the Complainants
are well acquainted with this Defendant therefore prays that he may be
Allowed the same and be restored to the Trust possession of the premises
and this Defendant further says that the suit of the Complainants is
Vexatious and Diligious All which matters and things this Defendant
is ready to aver maintain and prove as this Honorable Court shall direct
and humbly prays to be hence dismissed with his Reasonable costs
and charges on this behalf most wrong fully sustained.

Henry Vandertart
Archdale Palmer
Att^y for the Defendant

3 Bills of Sale belonging to Adeona Naches Ground
 1 Bill of Nutea Nache
 One Bill of a Whelley
 One Bill of a Charity Garden
 7 Bills in all

Said to be a True Translation from the Original in Quentons by Conarapian
 court Interpreter

Archdale Palmer
 Att^r for the Defendant

Not filed
 Sept 1857

The Replication of David Lopez
 Fernandez and Samuel de Castro
 to the Answer of Henry Wansittart
 for himself and as Attorney for
 John Hatch

These Replicants now and at all times hereafter saving and reserving
 to themselves all manner of benefit and Advantage of Exception to the many
 Errors Untruths, Imperfections and Insufficiencies in the said Answer
 Contained for Replication thereto saith that all and singular the Matters
 and Things in this Replicant's Bill are true as the same are therein Alleged
 and that the Answer to the said Bill is very untrue, imperfect and
 Insufficient in the Law to be replied unto, and with respect to what the
 Defendants have quoted from Jacobs Law Dictionary, Namely, "That if
 a person hath a Bill of Sale of any Goods or Mixture of Securities for a
 Money, He shall be enforced for his debt to one who hath obtained a
 Judgment against the Debtor, before these Goods are sold. These Replicants
 pray leave to remark that they humbly presume that Houses and Land
 do not come under the Denomination of Goods, consequently as the
 Quotation referred to by the Defendants includes nothing else but Goods
 the same can be of no Effect with regard to the Houses and Land claimed
 by the Defendants. However these Replicants pray leave to observe that
 even if Land and Houses could come under the Denomination of Goods
 yet if the Defendants had looked but to the next Passage to that they
 have quoted in Jacobs Law Dictionary, they would then have seen that
 they can have no manner of Contensions to the Premises claimed by
 them and which have been seized by virtue of a Warrant of Execution
 from

as the said Quotation mentions nothing else but Goods In which
 presumptions this Defendant conceives the Replicant is mistaken as this
 Defendant is of Opinion that the word Goods in Law is of the same meaning
 with Chattels which is applicable to all Goods whether moveables or
 Immoveables that are not Freehold and may be either Real or personal,
 and this Defendant further Alleges that with regard to the Replicant's
 Quotation of the next passage in Jacobs Law dictionary to that already
 quoted by this Defendant in his Answer as aforesaid "That where a Man
 Generally keeps possession of Goods after Sale is null make the same
 void against others by the Statute of Fraudulent Conveyances" To show
 to this Honble Court the Insufficiency of which plea of the Replicant.
 This Defendant begs leave to say that the premises claimed by this Defendant
 as set forth in his Answer to the Replicant's Bill are not sold but Assigned
 over to this Defendant and his Constituent as a security for their Just and
 Lawfull debt and in case the said premises were sold such plea of the
 Replicant would be sufficient unless they the Replicant could prove that
 the Defendant in Execution had the Generall possession of the said premises
 and could not be removed from the same and could such Quotation of the
 Replicant be deemed applicable to an Assignment of the Goods the same
 could not Invalidate the said Assignment of this Defendants as the Assignor
 or the Defendant in Execution could not be looked upon as the Generall
 possessor of the Goods after having delivered over the Bills of Sale and
 Assigned the same as security for a debt owing by him to this
 Defendant and his Constituent as to the last passage referred to by the
 Replicant from Jacobs Law dictionary "That where one in Execution
 the Owner of the Goods by Agreement was to have the possession of
 the Goods upon certain Terms. Afterwards another got Judgment and
 took the Goods in Execution It was here Adjudged that they were
 null Liabie and that the first Execution was by fraud void against
 any subsequent Creditor because there was no Change of Possession."
 This Defendant insists that the said Quotation is foreign to the
 matter in dispute as the said Premises are not claimed by this
 Defendant upon an Execution and this Defendant Alleges that
 there never was any Agreement with the Defendant in Execution
 Rogers Ball Kistner commonly called Rogers Virago Chetty and
 this Defendant and his Constituent relating to the premises in
 Execution

with the Interest that might accrue thereon, and that the said Assignment was made, tho' after the Judgment, yet before Execution, had issued against the Effects of the said Ragoor Balla Kistna, alias Ramm Virago Chetty, on behalf of the Complainants. This Court doth therefore unanimously think fit to order, and decree, and doth accordingly order and decree, that the Premises indisputably seized by virtue of the Warrant of Execution issued on behalf of the Complainants shall be sold, but that the Defendants shall be paid out of the produce thereof the Aforesaid sum of two thousand six hundred and forty Pagodas, thirty four fanams and four cash together with such Interest as now is or shall hereafter become due thereon, untill full payment is made when the Assignment made to the Defendants as Security for their debt shall be cancelled. After which, the Surplus if any be shall go towards satisfying the Decree given in behalf of the Complainants against the said Ragoor Balla Kistna, alias Ramm Virago Chetty, and that the Complainants do pay the costs of this Suit.

J. C. W.

Read & filed in
Dec. 26th 1756.

To the Honble the Mayors Court
Madraspatnam

Humbly Complaining sheweth unto this Honble Court your Orator, Agostinho Luisa Leal of Madras Writer that Surca Ramah also of the same place Merchant and Son and Heir to Venkatachellum deceased standeth indebted unto your Orator in the full and just Sum of One hundred Madras Pagodas which in Sterling Money of Great Britain at the Rate of eight Shillings to every Pagoda amounts to the Sum of Forty Pounds or thereabouts, all which will more fully and at large appear by an attested translation of a note of Hand and transfer herunto annexed to which your Orator humbly refers and prays the same may be admitted as part of this your Orators Bill of Complaint, the Original of which is ready to be produced to this Honble Court when required.

But now so it is may it please this Honble Court that this your Orator hath often and in an amicable manner requested

Unacapa.

Altered by order of Court 23. May 1757.

D. M.
Rig.

364
Matt. Clarke
Esq.

1. March 1757.
Set in Cur

The Answer of Surca Unacaba Ramon
of Madras Merchant Defendant
to the Bill of Complaint of
Agostinho Luis Leal of the same
place Writer Complainant

This Defendant now and at all times hereafter saving and reserving to
himself all and all manner of benefit and Advantage of Exception to the
many Errors Untruths and Imperfections in the said Bill contained
for Answer thereto or unto so much thereof as this Defendant is advised
materially concern him to make Answer unto He this Defendant
answers and saith that he denies that his Father gave the Note of
hand to Sobiah on which the Complainant now sues or that his Father
Name is therein inserted but admitting that this Defendants Father
did give the said Note of hand to Sobiah ought to have demanded the
same of this Defendant before the loss of Madras which was in the
Year One thousand seven hundred and forty six as this Defendant
was then upwards of Twenty four years of Age but even supposing
this Defendant was not of Age his Guardians were always obliged
to Answer any just demand that was made therefore the said
Complainant as this Defendant humbly conceives ought not to be
allowed the benefit of a Suit in this Honorable Court as it was
upwards of ten years before the loss of Madras that the said
Note of hand was given which is beyond the Statute of Limitation
which doth that All Actions grounded upon any lending or
Contract without Speciality shall be sued for within Six years
After the breach of Acticle and this Defendant further saith that
the said Note of hand cannot be Assigned or made over to the
Complainant it being defective not running in the usual form of
being made payable to Sobiah or his order. And this Defendant
further

of Sobiah as part of the Aforesaid Note of hand, and promised that the Remainder should be discharged when the Defendant became of Age. Some time after which He the said mondu Rama went to Pondichery, where he remained for the space of five years or thereabouts, and as the said Sobiah was entire Stranger in these Parts his Stay here must have been attended with much Inconvenience to him, therefore proceeded to Pondichery to demand his money from the Aforesaid mondu Rama who put him off from time to time, and told him that He should be paid at Madras. In the mean time this Place was surrendered to the French, and the said Sobiah was obliged to return home. This Short Narrative together with the Doubts which still remain whether the Cadjans used by the natives ought not to come under the Denomination of Specialities, this Replyant humbly presumes fully invalidate the Defendants reasons for Imagining that this Replyant ought not to be allowed the Benefit of his suit in this Honble Court. As to what the Defendant frivolously asserts that the Aforesaid Note of hand cannot be Assigned or made over to this Replyant as it is defective and not running in the usual form of being made payable unto Sobiah or his Order, this Replyant prays leave to say that the Defendant cannot deny but that Sobiah was the just and lawfull proprietor thereof, consequently He had an indisputable Right to dispose of the same as He should think proper and this Replyant moreover prays leave to observe that Part of the Aforesaid note of hand hath already been paid to the Order of Sobiah. All which matters and things this Replyant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he has already prayed.

J. McStone
Att^r for the Repl^t

16th April 1757

The Defendant now and at all times hereafter saving and reserving
to

The Reporder of Surica Ramiah of
Madras Merchant Defendant to the
Replication of Agastinho Reissachal
of the same place Master Complainant

late of Madras Deceased stands indebted unto your Orator in the Sum of four Hundred Pagodas which in Sterling Money of Great Britain at the Rate of Eight Shillings to every Pagoda amounts to the Sum of One hundred and Sixty Pounds or thereabouts all which with more fully and at large appears by Attested Translates of two Notes of hands and a transfer hereunto Unneaded for the Inspection of this Honble Court to which your Orator humbly refers and prays the Same may be admitted as part of this your Orators Bill of Complaint the Originale of which are ready to be produced when required.

But now so it is may it please this Honble Court that tho your Orator hath often and in an amicable manner requested payment of the aforesaid Sum of Four hundred Pagodas with the Interest due thereon from the said Perry Woodrudy Mondelaire yet the said Perry Woodrudy Mondelaire obstinately and will fully refuses to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore humbly prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience.

To the End therefore that he the said Perry Woodrudy Mondelaire may upon his corporal oath true and perfect Answer make to all and Singular the matters and Things herein before Alledged and set forth as fully truly and Effectually to all Intents and purposes as if the same were here again Repetited and Interrogated and be Decreed to pay unto your Orator the Aforesaid Sum of Four hundred Pagodas together with such Interest as now is or shall hereafter become due thereon after the Rate of Eight per Cent off Annuum untill full payment is made also all Costs of this Suit.

May it please this Honble Court to cause the said Perry Woodrudy Mondelaire to be summoned and required by the Sheriff of Port George Town of Madraspatnam and the Districts thereof personally to be and appear at a certain time and Place to be by this Honble Court appointed and perfuse them and their to answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree thereon as to this Honble Court shall seem meet.

J. M. Stone
Att for the Compl^t

Read, Hilled
20th July 1901

The Demurrer of Pong Woodwardy
of Madras Comings and His to
Chinna Woodwardy to the Bill of
Complaint of Pong Valida Chachick
of the same Place Merchant.

This Defendant by Protestation not confessing nor Acknowledging all
or any part of the matters or things in the Complainants said Bill
of Complaint to be true in such manner as the same or therein and
thereby set forth and Alledged saith he is advised that there is no
matter or thing in the said Bill of Complaint contained good and
Sufficient in the Law whereby to call this Defendant in Question
in this Honble Court for the same but there is good cause of Dismissal
thereof and this Defendant therefore without entering further into
the merits of the Complainants said Bill of Complaint saith that
this Defendant doth not owe the complainant any thing and that
if he this Defendant is indebted to Moola Raghupath Chetty which is
still to be disputed / he is only accountable to him for it and not to the
Complainant for as to what the said Complainant set forth that the
said Moola Raghupath Chetty hath transferred over two Notes of hand
of Chinna Woodwardy deceased as mentioned in the said Bill of
Complaint this Defendant humbly conceives that the same is contrary
to Law as the said notes are not Assignable without a Power Attorney
to sue in the Name of the Assignor. And this Defendant further begs
leave to set forth that the said two Notes of hand cannot be deemed
of Force as the Statute of Limitation directs that all Actions grounded
upon any lending or contract without Specialty shall be sued for
within Six years after the cause of Action this Defendant therefore
begs leave to remark to this Honble Court that as the said Chinna
Woodwardy did not depart this life untill twenty four years after
the said two notes of hand were given and as the first Note of hand
is dated the seventh day of December One thousand Seven hundred
and twenty six and the other dated the Twenty eighth day of
June One thousand seven hundred and Twenty seven the said
Moola Raghupath Chetty ought to have demanded and obliged
the said Chinna Woodwardy to have paid them before the lapse of
this Settlement in the year of Our Lord One thousand seven hundred
and

said notes Baskaya wholly off from time to time with promises of payment and the said Pigos Valida batchick further saith that the said Bill and the matters therein are good and sufficient in the Law for him the said Pigos Valida batchick to maintain his Suit against the said Perry Woodundy and therefore as the said Perry Woodundy hath made no Answer thereto nor hath further denied the whole of the said Bill the said Pigos Valida batchick prays Judgment, and that his Damages occasioned by the Premises may be awarded to him.

J. M. Stone

att. for Pigos Valida batchick

Mayors Court
at Madraspatnam

Tuesday the 20th day of May
Anno Domini 1858

Present

Samuel Ardley Esquire. Mayor. James Alexander
John Davidson. Charles Turner and Walton.
Stevens Aldermen.

Between Pigos Valida batchick
of Madras Merchant Complainant and
Perry Woodundy Ardelaire Brother and
Heir of Chinnamundy late of the same
place Merchant Deceased Defendant.

The Demurrer, and Joinder, coming on to be argued this day,
in the Presence of the Attorneys on both sides, On reading the Complainants
Bill, with Translates of two notes of hand, and Transfer thereof annexed,
the Demurrer and Joinder, on hearing the Pleadings made use of by the
Attorneys, and on due consideration had thereon It appearing to the
Court that the Obligation, upon which the Complainants suit is founded,
is of a nature that is not assignable, so as to empower an Assignee, or a
third person, to bring an Action in his own Name, upon such Obligation
the same not being made payable to the order of the Obligor which forms
it by Law requisite, to make a Bill, Note, or Obligation indorsable, so as to be
assigned by the Endorsee, or Person to whom the same is transferred. This Court
doth therefore unanimously think fit to order, & decree, It doth Accordingly
Order

shall bring in the same before your Petitioners Departure from this Place. And your Petitioners further pray leave to Acquaint this Honorable Court that they offer to this Honorable Court M^{rs} Robert Turing and George Stratton as Security for their just Administration of the Deceaseds Estate which they imagine will amount to about the Sum of Six hundred Pagodas

And your petitioners shall ever pray

J. McStone

Att^y for the Pet^{rs}

Recd & filed
16 July 1757

To the Honorable the Mayors Court
at Madras

Humbly Complaining sheweth unto this Honorable Court your Orator Roberts, Cummings of Madras Mariner that whereas one Venkata Krishna also of Madras Dubash did some time before the Sale of Madras purchase and buy of Booday Naich a certain House Situated in Madras Main Street in Pedanaigues Patta for the Sum of two Hundred and Ninety three Pagodas and whereas one Jangamya Dubash had lived a considerable time in the said House whilst it was in the Possession of the said Booday Naich, & the said Venkata Krishna after he had purchased the aforesaid House desired the said Jangamya to take the House of him at the Price he had bought it. But the said Jangamya acquainted the said Venkata Krishna that he had not a sufficient sum of money by him to pay for the said House, whereupon the said Venkata Krishna told him the said Jangamya that if he would there pay the Sum of Ninety three Pagodas he would take his Note of Hand for the remaining Two hundred, whereupon the said Jangamya did pay unto the said Venkata Krishna the Sum of Ninety three Pagodas and did give unto him the said Venkata Krishna an Interest Note of Hand payable in two Years and did moreover expend the Sum of fifty Pagodas in repairing the said House and your Orator further prays leave to Acquaint this Honorable Court that the said Jangamya being obliged to go to Fort St. David the said Venkata Krishna wrote to the said Jangamya, to desire he might discharge the remaining two Hundred Pagodas with the Interest due thereon, which the said Jangamya offered to do provided the

the

To the End therefore that the said Venkata Krishna may upon his Corporal Oath true and perfect answer make to all and singular the matters and things herein before Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again repeated and interrogated and be decreed to deliver unto your Orator the aforesaid House and Appurtenances thereunto belonging as also the Rent the Rent for the said House from the time the said Jangamiah bought the same of him untill he the said Venkata Krishna unlawfully sold the same, as also the Rent which would have been due for the same at the rate of eight Pagodas off month from the time the said Venkata Krishna sold the said House also all costs of this Suit.

May it please this Honorable Court to cause the said Venkata Krishna to be summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear at a certain time and place to be by this Honorable Court appointed and perfused then and there to answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as this Honorable Court shall see meet.

J. McNamee
Att for the Compt.

Know all Men by these Presents that I Jangamiah of Madras Dubash de All I feign and make over all my right and title unto a certain House situated in Maslamah a Maistre Street in Pedanaquies Patta measuring in length Sixty one feet. and in Breadth Forty one feet. together with all the Appurtenances thereunto belonging unto Captain Robert Cummings now residing at Madras in Part and Parcel of a Debt due unto him the said Captain Robert Cummings from one An Wilks whereof I have received all my share and had in Madras this 10th day of October 1784.

Signed sealed and Delivered
In presence of
be had for purchase of

J. McNamee
Chas. P. Hayde

the Master of

(Ld)

Jangamiah

large appears by a Transcript of the said Agreement marked A herewith
 annexed the Original of which is ready to be produced to this Honorable Court
 when required and this Defendant further saith that during four
 months the said Jangamya lived in this Defendants House before he
 gave the Agreement he never paid this Defendant any Rent for which
 this Defendant now Debts the said Jangamya in the Account Current
 herewith annexed marked B and this Defendant further saith that he
 absolutely denies that he ever agreed to take a note of hand from the said
 Jangamya for the sum of two hundred Pagodas payable in two years
 nor did the said Jangamya pay the sum of Ninety three Pagodas as
 set forth in the Bill of Complaint but upon the said Jangamya
 representing to this Defendant that he was very poor and incapable
 to pay the Amount of the said House at one Payment he consented to
 accept of the Aforesaid Agreement and this Defendant further saith
 that After the said Jangamya Agreed to give the Aforesaid Agreement
 to this Defendant he paid the sum of Forty three Pagodas and
 transferred a debt due to him from one Trimmungalum Comrapah
 Chettie of the sum of fifty Pagodas but before this Defendant could
 recover the sum of Fifty Pagodas from the said Trimmungalum
 Comrapah Chettie this Place was taken by the French and After the
 taking of this Place the said Jangamya desired this Defendant to
 return him the said of Forty three Pagodas as he did not want the said
 House and at the same time went to the said Trimmungalum
 Comrapah Chettie and kept the Payment of the said sum of Fifty
 Pagodas which this Defendant does not doubt but he shall be able to
 prove to the Satisfaction of this Honorable Court in due time. And this
 Defendant further saith that Although the said Jangamya pretends
 to have expended the sum of Fifty Pagodas in repairing the said
 House after he had purchased it no particular Account of such
 Repairs has as yet been produced and if such Repairs had even been made
 this Defendant humbly conceives he is not accountable for the same
 as it was a Voluntary Act of the said Jangamya after the purchase
 of the said House but as a proof that the said Jangamya did not
 Repair the said House he offered to deliver the said House to this
 Defendant after the life of Madras upon this Defendants repaying
 the sum of Forty three Pagodas which he had advanced as part

24

it which the said Defendant begs leave to say far exceeds what the said House would have sold for had it been put up to Publick Auction and what further induced this Defendant to sell the said House by a Private instead of a Publick Sale was that this Defendant imagined that had the loss been considerable the said Jangamya was not in a condition to discharge it some time after the said Jangamya arrived from Port Saint David, this Defendant demanded of the said Jangamya the Balance due from the said Jangamya but before this Defendant could have an opportunity of recovering what was due from the said Jangamya the said Jangamya applied to the Justice exhibiting a complaint against this Defendant for selling the said House although this Defendant did at that time offer to refer this Affair to the decision of this Honble Court which the said Jangamya rejected but the said Jangamya not finding such relief as he expected has since assigned over the said House to the complainant his master with an intent not only to perplex the Cause but to avoid paying this Defendant the just Balance which is due to him. And this Defendant further saith that the complainant has set forth that he has frequently demanded the delivery of the said House as also the Rent this Defendant had received and the Rent that is due which is a false Assertion and which this Defendant hopes will not be noticed by this Honble Court And this Defendant further saith that whatever may be the opinion of the complainant about selling the said House by a Private instead of a Publick Sale this Defendant does not doubt he shall make appear to this Honble Court that had the said House been sold by Publick Auction the said Jangamya must have been a considerable loser whereas he has now been a gainer And this Defendant further saith that so far from being indebted to the said Jangamya the said Jangamya stands indebted to this Defendant the Sum of Forty seven Pagodas twenty one fanams and forty four cash being the Balance of this Defendants Account Current All which matters and things this Defendant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence disimposed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

John Palmer
Att^y for the Defendant

Dr

Copy Chetty. Rangamya

67

1756
May 1. To House rent for 4 Months.
May 1. To C^o sold to him.
To Interest to 30th July 1755 is 9. 2. - @ 6 p^{ct} p^{an}.
To Repaying the said House as p^{rt} particular Acct.
To Cash paid the Saverigera Duty.
To C^o Brokerage for Capt. Maristes Dubach.
1756
July 20

Page 6
293
162. 22. 12
20. 26. 12
9.
4.

1756
May 1. By Cash Rec^d of him.
June 10 By C^o

Interest on Page 10
Ditto - on - 20
By House Rent Rec^d as p^{rt} particular Account.
By C^o sold to Capt. Maristes.
By Balance due from Rangamya.

Page 10.
22
5. 9. 64.
18. 3. 42.
28. 22. 26.
91. 4. 20.
300.
457. 27. 56.
47. 26. 14.
505. 13. 20.

Pagodas. 505. 13. 20

Pagodas. 505. 13. 20

Fort St George 30th July 1755.

Errors Excepted

W Venkata Krishna Pillai

206

That all and singular the Matters and things in this Replyant Bill are
 true as the same are therein Alleged, and that the Answer to the said
 Bill is very untrue, imperfect and insufficient in the Law to be replied
 unto, and as to what the Replyant says that he did not purchase a
 House of Boody naigue and that he never desired Jangamya a
 Dubash to take the said House at the price it cost him: this Replyant
 prays leave to say that the first Assertion is frivolous if not absolutely
 false as the Defendant himself allows that the House put up at
 Outery and which he bought, was the property of the said
 Boody naigue, and with respect to the second Assertion, this Replyant can
 prove that the Defendant asked Jangamya to take the House of him, at the
 Price he had bought it. This Replyant allows that Jangamya did give the
 Agreement annexed to the Defendants Answer to the Defendant about
 four months after he had purchased the House as aforesaid, but cannot help
 being much surprized at the Defendants charging rent for that time
 when the Defendant himself allows the House was the said Jangamyas
 Property by a fair and just Purchase and could it even be supposed that
 rent must be allowed for that time it should certainly have been mentioned
 in the Agreement above recited consequently this Replyant humbly
 presumes that no rent can be allowed for that time. This Replyant cannot
 help remarking the Defendants positive manner of denying his having
 agreed to take a note of Hand from the said Jangamya where in the
 next Paragraph He allows that He did consent to take an Agreement from
 the said Jangamya, being induced thereto through a consideration of the said
 Jangamyas Poverty, which said Agreement he hath annexed to his said
 Answer, and which this Replyant humbly presumes may not improperly
 be called a note of hand. This Replyant allows that Jangamya did pay
 the Sum of Forty three Pagodas to the Defendant, and did transfer the
 Sum of Fifty Pagodas due to him from Tromungalum bornapah Whitta
 to the Defendant, which the Defendant did accept in full of Payment.
 This Replyant denies that Jangamya ever desired the Defendant after
 the French were in Possession of Madras to return him the Sum of
 forty three Pagodas, as He the said Jangamya did not want the House
 and this Replyant humbly submits the Consideration of such an
 unlikely Assertion to the Honble Court, for the said Jangamya could not
 possibly imagine that the Defendant would be weak enough to take
 the

Defendant to the deliver up the House on his the said Jangamya's
 paying the Balance that remained due thereon as to the Defendants
 reasons for disposing of the said House and that after the manner the
 did the Replicant cannot help being much surprized at the same
 as being for the most part absolutely false and if the same true
 this Replicant humbly presumes could be of very little weight with
 this Honble Court. The first reason the Defendant gives for disposing
 of the said House at publick outcry according to the Written Agreement
 was that a considerable Time was elapsed for the Payment of the money
 and that He saw no Prospect of being paid to which this Replicant
 prays leave to say that the Defendant does by annexing the said
 Jangamya's Letter to his Answer positively prove that Jangamya had
 frequently offered to pay the Balance due on his receiving the Bill of
 Sale of the said House and in the said Letter he positively offers to pay
 the Balance and desires the Defendant to procure him a Bill of
 Sale of the said House with regard to the Defendants reasons for
 acting so contrary to the aforesaid Agreement by disposing of the said
 House by a Private sale rather than at publick outcry: Namely first
 that the said House was not worth so much as it first cost and conse-
 quently must sell at a loss, and Secondly that had the loss been
 considerable the said Jangamya was not a condition to discharge it.
 With regard to the first this Replicant positively says that the same
 is absolutely false, neither is likely that Mr. Variell would have
 given three hundred Pagodas for the same which was more than it
 cost, if it was not well worth it and with regard to the second this
 Replicant humbly presumes that the Defendant could not be so well
 acquainted with the said Jangamya's circumstances as to make use
 of the said reason in so positive a manner, but this Replicant humbly
 presumes that it evidently appears by the said Jangamya's Letter
 that it was the Defendants own fault that he did not receive the Balance
 due on the purchase of the said House. But this Replicant further saith that
 were the said reasons founded upon truth, that is supposing the said
 House was not worth the money it first cost, and that Jangamya's
 circumstances were such that he was not capable of making up any
 loss that might arise from the sale of the said House this Replicant says
 that they would never be sufficient to authorize
 them

to pay the same as the House was sold as his Property. All which matters and things this Defendant is ready to aver maintain and prove as this Honorable Court shall direct and humbly Prays as in and by his said Answer he has already Prayed.

John Palmer
Att for the Defendant

Interrogatories to be administered to such Witnesses as shall be produced sworn and Examined on the part of the Complainant, in a certain Cause wherein Robert Cummings of Madras Plaintiff and Venkata Krishna of Madras Dubash is Defendant.

Q. Tell the Witness Do you know the parties Complainant and Defendant in this Cause or either of them? If yes how long have you so known them either and which of them declare.

A. I. Dubash Merchant

Do you know that the Defendant ever bought a House at Outery which was the Property of one Boody Naigui? If yes at what time and was you ever sent by the Defendant to call one Sangamya to him? If yes at what time, and did or did not the Defendant upon the said Sangamya coming to him desire him the said Sangamya to buy the House which he the Defendant had bought at Outery? What was the said Sangamya's Answer? and did you ever see the said Sangamya pay any Sum of Money for the said House? If Yes How much? and at what time? Did the Defendant give him a Receipt for the same? Did or did not the Defendant enter the same in his Book? To the best of your knowledge or Belief declare.

Q. A. Krishna Merchant & Sangama Brother

Do you or either of you know that the Defendant ever purchased a House at Outery which was the Property of Boody Naigui? and did one Sangamya a Dubash buy the said House of the Defendant? and do you know whether the said House? If Yes how much? To the best of your knowledge or Belief Declare.

A. J. Chingappa Pillai

Was you ever present when one Sangamya asked the Defendant, why he the Defendant had sold him the said Sangamya's House? If yes where & where did it happen? and what was the Defendant's Answer

the Complainant by Comarapa who left and of the name Title and Place of Abode of the said Ninapath and Afterwards on the same day being Sworn and Examined deposed as follows.

1st To the first Interrogatory this Deponent saith that he has no knowledge of the Complainant but has known the Defendant 30 years or thereabouts.

2^d To the third Interrogatory this Deponent saith that he does not know if Perumgulum Comarapa Whittie was indebted to one Jangamyath, and saith that he does not know if the said Jangamyath purchased a House of the Defendant but that he this Deponent was with the Defendant at Arcambaucum, when Jangamyath came to him (the Defendant) and desired him to ~~repay~~ ^{repay} him the forty three Pagodas he had paid him in part for his House and take it back again, that the Defendant told him when the English were settled again in Madras he would talk to him about it And this Deponent further saith when he was coming to Madras from Fort Saint David the Aforesaid Jangamyath desired him this Deponent to go to the Defendant and tell him to repair his House and left it for him, that this was about two years after the above discourse between Jangamyath and the Defendant. And this Deponent saith that to his knowledge the Defendant did repair the said House by Building two new Walls in consequence of the message this Deponent brought from the Aforesaid Jangamyath, and further saith that the Defendant did let out the Aforesaid House to rent but by whose direction this Deponent does not know, and more saith not to this Interrogatory.

4th To the Seventh and last Interrogatory this Deponent saith not to any particular questions inquired off in this Interrogatory.

Matt Clarke

Ninapath

Mayors Court at
Madraspatnam

Between Robert Cummings
Complainant and Vincaty Kistack
Defendant

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

Indragah of Madras Parish Lawyer aged 40 years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant sworn
the

to be worth two hundred and fifty Pagodas and this Deponent further saith
not to this Interrogatory.

To the seventh and last Interrogatory this Deponent saith not to any particu-
lar Questions enquired off in this Interrogatory.

Matt. Clarke
Esq.

Tremungalam the mark of
D

Mayors Court at
Madraspatnam

Between Robert Cummings
Complainant and Venkatji Ristnah
Defendant.

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

Mosdu Ristnah of Madras Port Aged 35 years or thereabouts being
produced as a Witness in this cause on the part of the Defendant was on the
16th day of January 1758 shown at the office of M^r John Maxwell Storey,
Attorney for the Complainant by Koriacepar who left a note of the Name,
Title and place of Abode of the said Mosdu Ristnah and afterwards on
the same day being sworn and examined deponeth as follows.

To the first Interrogatory this Deponent saith that he has knowledge of the
Complainant but has known the Defendant 20 years or thereabouts.

To the fifth Interrogatory this Deponent saith that the Defendant about eleven
years ago ordered him this Deponent to demand a sum of money from
Tremungalam Venkapat Chetty, that the sum was fifty Pagodas and
saith that Tremungalam Venkapat Chetty bid him this Deponent
tell the Defendant that he would not pay him as Jangamayah had
stole it and this Deponent further saith that about eleven years past he
met Jangamayah at Coimbatte when this Deponent asked him why he
had stole any money belonging to the Defendant and that the said
Jangamayah replied it was true that he had stole it and ordered him
this Deponent to tell the Defendant so. And more saith not to this
Interrogatory.

To the seventh and last Interrogatory this Deponent saith not to any
particular Questions enquired off in this Interrogatory.

Matt. Clarke
Esq.

Mosdu the mark of
D Ristnah

Read & filed
7th October 1759

The Replication of *Arin Du Roi*
Executor to the last Will and Testament
of William Oye Captain of Foot Guards,
to the Answer of *Shamsoor Sultane*,
of Madras Merchant.

This Replicant now and at all times hereafter saving and reserving to
himself all manner of Benefit and Advantage of Exception to the charges,
Errors, Mistakes, Imperfections, and Insufficiencies in the said Answer
contained for replication thereto saith, that all and singular the matters
and things in this Replicants Bill are true as the are therein alleged and
that the Answer to the said Bill is very untrue, imperfect and insufficient
in the Law to be replicated, and this Replicant further saith that with
regard to the Defendants desire, that this Replicant should deliver up the
Papers recited in the Obligation of his the Defendants Testator *Juanes Mercar*,
this Replicant prays leave to acquaint this Honble Court, that no such Papers
have ever been in his Possession, but imagines that his Testator must have taken
them with him to *Bengall* with other of his Papers, and as one of the Executors
named in the Deceaseds Will is at *Bengall*, it is most Probable that he hath
taken the Papers of the Deceased into his Possession, and this Replicant will be
anxious that if he shall be able to procure the said Papers they shall
be delivered to the Defendant. As to the Defendants insisting that he ought not
to be obliged to pay Interest on the Sum of One thousand five hundred Spanish
Dollars, as no Interest is mentioned in the Obligation of *Juanes Mercar*,
this Replicant humbly conceives that the said Obligation does notwithstanding
carry Interest at the usual and customary Rate, as Interest is always
implied if not expressed with regard to the Defendants Reason why this
Replicant should not be allowed the Charges his Testator hath been put to
in procuring the necessary Proofs from *Manilla*, namely, because it was
this Replicants Testators own Neglect that he did not procure them in
a proper time, this Replicant prays leave that the Defendant does not deny
but that the said Proofs are absolutely necessary, and as the Expence of the
same is no more now than it would have been, had they been procured
at the Commencement of the first Suit of this Replicant Testator against the
Defendant, this Replicant prays that the Defendant is obliged to pay
the Charges of the same, which amount to the Sum of thirty four Spanish
Dollars. And with respect to the Defendants asserting in his said Answer
that

