٩ مايو ١٩٨٤ . الجزء الأول

The Passage runs thus

"At the Meeting of the Stock Approved the Court thought
"not to admit any other Evidence to be received at the hearing
"of the Appeal Court"

So that the whole force of the Objection rests on the word Hearing Durnford the Court
Answer that the Bank of Instructions does not mean, and is not meant to
contain the precise Letter of the Law, but on the Contrary it is and has been the proceeding
Proper of Directions Instructions that they Contain only an Historical Account of
the way in which Steps to be made use of for the Purpose of a Suit, so that the General
and Obvious Sense of the whole should be taken as the ground work of the Confined
Sense of a single word, pursuing this Construction the Court further remarks that
in the Bank of Instructions belonging to this Court, on marginal of the Paragraph
above quoted as thus Note "Court of Appeals to admit no new Evidence" and that
Paragraph is commented to be according thus

"For which purpose the Register of Court is to take a Minute of every thing
"that is read on either side and to mark every Exhibit produced with a Mark
"for the Complainant or Defendant as the Case is,

"Therefore the Business of the Mayors Court is to take a minute of every thing that
is read there, an Order that the Court of Appeals may not proceed upon any other
materials, it follows that all the Papers read in a Cause in the Mayors Court
should appear on record for proof before the Court of Appeals and all that is
objected by the Instructions is that no new Evidence be there admitted, a Paper not
produced in the Mayors Court, must first be read there, and thereupon the
same be made part of the Judgment of that Court that such Depositions is
improper but it seems not that such Judgment can be defended, for if there
the Intention was to disallow a Power of Appeal may be totally frustrated
The Court do declare that the Court of Appeals is entitled on the
contrary that every Judgment by any Judgment Decree
of the Mayors Court may [illegible] before the Court of Appeals may not be
reheard but expressly empowered by the passing of the Statutes

[illegible]

† Meaning the Mayors Court

sufficient to raise a Suspicion of an intended Fraud, and that the means which were used to discover and detect such Fraud, were not unlawfull or unwarrantable for it seems to be the Duty of the Mint Master and his Assistants to use such means as the Settlement affords to detect and prevent Frauds, it does not appear to this Court that the said Gold suffered any Adulteration after the said was Received in the Mint, but that it Remained in the Charge and Custody of the proper Officers appointed to execute that Duty and in Regard to the three or four days Detention of the said Gold in the Mint, without Coining the same, such a Space seems not unreasonable to obtain a Competent Knowledge of the Quality of the suspected Gold, it might possibly have been done unless but had been longer it would not have been extraordinary, that if the Respondent Sustained any loss by such Delay, the same is not Chargeable to the Mint Master or his Assistant but ought to Remain for the Respondents Account, since such delay was occasioned by the Report, sent by the Respondent with the said Gold which Report is proved as well by the Disagreement which appears between the Respective Weight, and the Real Weight of the severall Parcels as by the Touch of the Whole Mass which by a Subsequent Report made by the Respondent appears to be 83½ instead of 86½ for as is above observed there appear not any Grounds, proof or Colour, to Charge that difference to any adulteration in the Mint, And in respect to the second Pot of Gold sent by the Respondent to the Mint on the 28th of December It Appears to this Court that the same was sent Further Contrary to the Direction and Custom of the Mint at that time, for that the Usage and Custom Expressed in Report of the Assay to be brought for all the Gold, but no such Report appears to have been sent for the Contrary, and that it was done in that manner in Conformity to the Rules of the Mint that the said Gold was not then Coined this Court doth therefore think fit to let the Order and Decree and to be accordingly Reversed and that the Cost and Dues of this Hon.ble Court given in this Cause be ordered to be paid and satisfied and that the Respondent do pay all the Costs of this Suit in both Courts

[illegible] Francisco debtor to the Estate of John Stevenson Cr

To Amount of his Book Leaving Acct
the 2d April 1762 ... Pags 1000
Reputed due Stevenson 200 ℔s 100
Interest on 1200 Pags from 15th Oct
1761 to 15th Jan 1762 ... 3 Mos
Months at 8 ℔ Cent ℔ Annum ... 12 1092 ...

To Amount of his Bond Leaving Acct
the 2d March 1762 ... Sterl 1620
Interest due from the 15th of Octber
1761 to the 15th Jan 1762 ... 3 Mos
3 Months at 8 ℔ Cent ℔ Annum 32 8 9
Sterl ... 1669
at 136 Sterl ℔ 100 Pags as ... 1130 10 ...

Errors Excepted
℔
John Philip Fabricius Ex

Pags per Cash 1763
Feb 8th By Cash Received ... 300 ...
19th By Ditto Sterl 1620 at 136 Pags
per Cent ... 2203 22
Interest on 300 Pags from 8th of Feb 1763
to 15th Jan 1764 ... 11 Mos 7 Days
7 Days at 18 ℔ Cent ℔ Annum ... 211 25 5
Interest on 1620 Sterl from 15th October
1763 to 15th Jan 1764 ... 3 Mos 1 Day
1 Day at 18 ℔ Cent ℔ Annum Sterl 1779 3
at 136 Pags ℔ 100 ... 198 7 ...
Total Pagodas ... 1776 10 5
Ballance due this Acct ... 2341 25 75

Pagodas ... 1102 10

Fort St George the 16th January 1762.

Contained & Known
Mich Feilding Secy

and three pence will Amount to the Sum of One Hundred and three Pounds, three Shillings, and three pence or thereabouts as will more fully and at large appear from the Schedule of Sam Obligation marked A now annexed for the Inspection of this Honble Court, and to which Your Orator most Humbly Refers praying the same may be Admitted as part of this Your Orators Bill of Complaint.

But forasmuch as May it please this Honble Court, that though Your Orator hath often and in an Amicable manner desired him the said Pirate Ramsay Chitty to Exchange the said Sum, yet he, the said Pirate Ramsay Chitty Obstinately and Wilfully Refuses to Give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Humbly prays such Lawful Relief as to this Honourable Court shall Seem Meet

To the end therefore that He the said Pirate Ramsay Chitty may upon his Corporal Oath a true and Perfect Answer make to all and Singular the Matters and things herein before Alledged and set forth, as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and he Accused to pay unto Your Orator the aforesaid Sum of Nine Hundred and Seventeen Pounds, together with the Interest that was is or shall hereafter be due thereon also all Costs of this Suit

May it Please This Honble Court to Cause the said Pirate Ramsay Chitty to be Summoned and Enjoined by the Sheriff of Port Royal Town of Kingston and the Districts thereof personally to be and appear at a certain time and place to be by this Honble Court appointed and prefixed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

Richd Tyffe
Attorney for the Complainant

1691

Read and filed
30th March 1762.

To the Hon^ble the Mayors Court
at Madraspatnam.

The Humble Petition of Mathew Clarke Examiner of the said Court

Most Sheweth Your Petitioner being unable Shall Independent of the Necessary Attendance the Duty of this Office Requires, Humbly prays Leave to Resign the same

And Your Petitioner shall Ever Pray

Archdale Parsons

Read and Filed
23d March 1762.

To the Hon^ble the Mayors Court
at Madraspatnam.

Humbly Complaineth Sheweth unto this Hon^ble Court Your Orator John Calland of Madras Merchant, That whereas Nella Moota, Pagapah, Pera Tomby, and Vencatachia stands indebted to Your Orator in the Sum of Eight hundred and forty seven Pagodas fourteen fanams and one Cash making in Sterling Money of great Britain at the rate of Eight Shillings for every Pagoda Three Hundred and Thirty eight pounds nine Shillings and one Penney as well more fully appears upon Reference to a Note of Hand ready to be produced when Required by this Hon^ble Court and Whereas Your Orator hath frequently and in a most Civil manner demanded Payment of the said Sum from the said Nella Moota, Pagapah, Pera Tomby and Vencatachia. But now so it is may it please this Hon^ble Court the said Nella Moota, Pagapah, Pera Tomby and Vencatachia Obstinately Refuse Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Proper Relief such as this Hon^ble Court shall Appear agreeable to equity and good Conscience In the mid therefore that the said Nella Moota, Pagapah, Pera Tomby, and Vencatachia may upon their Corporal Bodies

in Court and acknowledging the Justness of the Complainants Demand. This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Eight Hundred and forty seven Pagodas fourteen Fanams and one Cash, together with such Interest as now is or shall hereafter become due thereon also all Costs of this Suit &c.

Per Curr

Read and filed 13th April 1762.

To the Honble the Mayor's Court at Madrasapatnam.

The Humble Petition of Henry Crawford

Sheweth

That Where as the Office of Examiner to this Honble Court is become Vacant by the Resignation of Mr Mathew Clarke. Your Petitioner therefore prays That the Court would appoint him to succeed to that Employ on which he promises to behave himself with the utmost Allegience and

Duty &c.

And Your Petitioner shall Ever Pray.

Read and filed 4th May 1762.

To the Honble the Mayor's Court at Madrasapatnam.

Humbly Complaineth Sheweth unto this Honble Court Your Orator Thomas Pilley of Madras Merchant, that whereas Cambora Nenachellum of the same place Merchant stands indebted to your Orator in the sum of Seven Hundred and forty two Pagodas Twenty eight fanams Madras Standing Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Five Hundred and Ninety seven pound Nine Shillings and two pence Sterling as will more fully appear upon Reference to an Account for the recpt[ion] of this Honble Court hereunto annexed and which Your Orator prays may be accounted as part of this your Orators Bill of Complaint and whereas your Orator hath frequently applied and in a friendly manner demanded the Payment of the said sum from the said Cambora Nenachellum, Notwithstanding he the said Defendant Cambora Nenachellum well knowing and wrongfully refuseth to pay your Orator any manner of Satisfaction for the same To your Orators great Damage and Prejudice In Consideration whereof and for as much as your Orator is remediless in the premises at and by the Strict Rules of the Common Law and can only have Relief in this Honble Court where matters of this Nature are properly Cognizable and Relievable Forasmuch as the said Defendant Cambora Nenachellum may upon his Corporal Oath answer the premises and set forth

to

Redland Villa
18th May 1762

To the Honble the Mayors Court
at Madraspatnam

The Humble Petition of Jacob Palmer

Sheweth

That Mr. John Maxwell Hume having requested that this Honble Court would be pleased to appoint a Deputy Register of this Court, Your Petitioner humbly Offers Himself a Candidate for that Office which from a Constant Attendance of upwards of six Years in the Employ of one of the Attorneys of this Court, he presumes he is in some Measure Qualified for. And should Your Petitioner be so happy as to meet with Your approbation in the Choice of Him, he further begs leave to assure You that no Diligence or Application shall be wanting to Render himself worthy of it and as the Knowledge of the French and Portuguese Languages may be a further Recommendation of Him for this Employ to Supply the Deficiency or absence of the Interpreter, This Court having no Interpreter of the former, He believes he is sufficiently versed in those Languages for this purpose

That Your Petitioner

As in duty bound shall Ever Pray.

Redland Villa
18th May 1762.

To the Honble the Mayors Court
of Madraspatnam

The humble Petition of Johan Davidson

Sheweth

That Your Petitioner having heard Your present Register will shortly resign his Office, and that it is a Resolution of this Honble Court to appoint a Deputy to succeed him, And Your Petitioner having had some Opportunity of observing the Forms and Proofs of this Court, presumes he is qualified to act in this Capacity, and with the Governors Permission

Therefore most humbly prays the Appointment which if he should be so happy as to receive, he will always look

said Lewis de Cunha to be Summoned and Required by the Sheriff of Fort St 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.

William Cragorneil
Attorney for the Complaint

Mayors Court at Madraspatnam

Tuesday the 25th day of May Anno Domini 1762.

L.S

Present

John Lewen Smith Esquire Mayor
Peter Mariette Thomas Savage
Alexander Brohier James Kay
& Aldermen

Mayors Court

Between Thomas Rodgers of Madras Inhabitant Complainant and Lewis de Cunha also of the same place Defendant

The Defendant acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and seventy Eight Arcot Rupees and twenty one fanams with all such Interest & Damages as shall become Due thereon until full Payment is made also all Costs of this Suit.

By Court

Filed the 23d Nov 1761
Read the 25

John Roebuck Ser. Mayors Court at Madraspatnam
Keeper of Records this Honble Court Sworn Clerk

1911

Mayor's Court
Madraspatnam

L S

Mayor's Court

Tuesday the 8th day of June
Anno Domini 1762

Present

The Honble John Lewen Smith Esqure Mayor
Thomas Savage & Abraham Browne
Aldermen

Between Thomas Powney of Madras Merchant
Complainant and Singana Chitty of the same place
Merchant Nephew and Heir of Paulum Krishnama
Chitty Deceased Defendant

It Appearing by the Records of this Court that the time Limited by the Chevalier for the Defendant to appear and make answer is expired and the Complainant having proved to the Satisfaction of this Court the Justness of his Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two thousand Pagodas S. Pags 2000..... / together with such as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

By Court

Read and filed
15th June 1762

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court
Your Orator Cuvach Jacob of Madras Merchant that Thomas Pargue of Madras Merchant stands indebted to your Orator on a Mortgage Obligation in the Sum of One Hundred and fifty Pagodas carrying int Sterling Money of Great Britain at the Rate of Eight Shillings p. Pagoda as by the said Obligation is Ready to be produced when Required by this Hon'ble Court and

Whereof

Complainant and Kayur Mahomed also of the same place Merchant Defendant . .

The Defendant appearing in Court and acknowledging the Justness of the Complainants Demand. This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and just Sume of One Hundred and fifty Pagodas together with all such Interest as now is or hereafter may become due thereon until Re... Payment is made also all Costs of this Suit. . .

Per Curr

Read and Filed the 17th November 1761

To the Honble the Mayors Court at Madras upstream

Humble Complaining Sheweth unto this Honble Court your Orator Thomas Powney of Madras Merchant that notwithstanding Gourmada Moodaley and Mangaud Mootu Comrapah Moodaley of the same place Merchant stands indebted to your Orator in the Sum of Hundred and Fifty Pagodas making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda One Hundred and Eighty Pounds as will more fully appear upon Reference to a Bond ready to be . . produced when required by this Honble Court And notwithstanding your Orator hath frequently and in an Amicable manner demanded Payment of the said Sum from the said Gourmada Moodaley and Mangaud Mootu Comrapah Moodaley But now so it is may it please this Honble Court the said Gourmada Moodaley and Mangaud Mootu Comrapah Moodaley Obstinately and Wilfully refuse your Orator any manner of Satisfaction touching the premises your Orator therefore prays a Genl Rule such as to this Honble Court shall appear agreeable to equity and good Conscience To the End Therefor & that the said Gourmada Moodaley and Mangaud Mootu Comrapa Moodaley may upon their Corporal Oath a true and perfect answer make to all and singular the matters and things herein before alledged and set forth as truely

Fully

paid jointly or Severally unto the said Mr. Thomas Powney his Heirs
Executors Administrators or Assigns the full Principal Sum of One thousand
Pagodas with the Interest that shall become due thereon on or before or within
the expiration of Two Months from the Date hereof when this Obligation to
become void and of no Effect or else to Remain in full force and Virtue

Signed Sealed and Delivered (LS)
(Where no Stamp'd Paper is to be had)
In Presence of

Received 21st June 1761 Interest from 21st March to the 21st May
Pagodas 13 12

Received 2d August in part of the inside Bond ..... 265 —
Received 11th ..... Ditto ..... Ditto ..... 60 " —
Received 27th ..... Ditto ..... Ditto ..... 10 " —
Received 23d Sept. ... Ditto ..... Ditto ..... 50 " —
Received 23d Octob. ... Ditto ..... Ditto ..... 105 " —

Mayors Court at
Madraspatnam

Tuesday the 29th day of June
Anno Domini 1762 ...

(L.S)

Present
Sabas Lewis Smith Esqre Mayor
Thomas Powney Thomas Savage
Abraham Browne & James Hay
Aldermen.

Mayors Court

Between Thomas Powney of Madras Merchant
Complainant and Gonnada Mandaley and
Mangaud Mootu Comaya Mandaley also of
the same place Merchants Defendants

Registering by the Records of this Court that the Same Limited by
this

was here again Repeated and Interrogated and he Decreed to pay unto your Orator the said Sum of Four Hundred and sixty Pagodas together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit — May it please this Hon.ble Court to Cause the said Mopah Sattamah to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and districts thereof personally to be and appear at a certain time and place to be by this Hon.ble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide such Order and Decree as to this Hon.ble Court shall seem Meet — Archdale Palmer atty for the Complainant

Mayors Court at Madraspatnam

L.S

Mayor's Court

Tuesday the 13th day of July Anno Domini 1762 —

Present

John Lewen Smith Esquire Mayor
John Debonaire Thomas Parsinney
Thomas Savage & Abraham Browne
Aldermen —

Between George Lamb of Madras Merchant Complainant and Mopah Sattamah also of the same place Merchant Defendant

The Defendant acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of two Hundred and sixty Pagodas (Pag.s 260) together with all such Interest as now is or hereafter may grow due thereon until Payment is made also all Costs of this Suit —

J Carr

to Stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet ~~~ William Cranmell
Attg for the Complainant

Translate of an Obligation, as near as can be from the Original by Conocopiah Suarre Interpreter

Madras 28th February 1762

I Ethengalavray son of Cowar Canalapa Modaliar do acknowledge to have given a Mortgage Obligation unto Humphry Lewcock of my Dwelling House Situated in Pedda Naigues Petta in the Street of Chanda-rayar between the Houses of Seda Chetty and Colathu Mudaly, and for his further Security of One Hundred and seventy Star Pagodas Current Money of Madras I have given unto him Two Obligations (Viz^{t}) a Mortgage Obligation and another for the said Sum of One Hundred and seventy Pagodas which I do acknowledge to have Borrowed and Received from the said Humphry Lewcock and which Sum I promise to pay with the Interest of Twelve p^{r} Cent p^{r} Annum on the Fourteenth Day of April in the Year of Our Lord One thousand seven Hundred and sixty two

Witnesses Gorunada Moodaliar and Vencadachela Naigue

The Witness that Signd } Vencadachelum

Drawn and Signd by
Ethengalavray

Mayors Court
Madrasapatnam

L.S

Mayors Court

Tuesday the 13th day of July
Anno Domini 1762

Present

John Lewen South Esquire Mayor
John Debonaire Thomas Powney
Thomas Savage E. Stratton Browne
Aldermen

Between Humphry Lewcock of Madras

Orator the said Sum of Two Hundred and seven Pagodas with all Interest that may grow due thereon also all Costs of this Suit. May it please this Honble Court to cause the said Vencatta to be Summond and Required by the Sheriff of Fort St George Town of Madraspatnam and Districts thereof personally to be and appear at a certain time and place to be by this Honble Court prescribed 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. Archdale Palmer
Atty for the Complainant

Mayor's Court at Madraspatnam } Tuesday the 20th day of July Anno Domini 1762.

(2 J)

Present

John Lewen Smith Esquire Mayor
Peter Manvelle John Debondaire
Thomas Powney & Thomas Savage
Aldermen

Mayors Court

Between James Taylor of Madras Merchant Complainant and Venceatta also of the same place Merchant Defendant

The Defendant acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred and seven Pagodas (207) together with all Interest that now is or may become due thereon until full Payment is made also all Costs of this Suit.

Per Curr

Mudal also of Madras Merchant Stands indebted to your Orator in the full Sum of one
thousand three Hundred Pagodas Current Money of Madras making in Sterling
Money of Great Britain at the Rate of eight Shillings for every Pagoda five Hundred
and twenty Pounds upon two Obligations ready to be produced when Required by this
Honble Court and whereas your Orator hath frequently and in an amicable manner
demanded Payment of the said Sum of one thousand three Hundred Pagodas
from the said Coral Mudal — But now so it is may it please this Honble Court
the said Coral Mudal Obstinately Refuses to give your Orator any manner of
Satisfaction touching the Premises Your Orator therefore prays a General Relief such
as to this Honble Court shall appear agreable to equity and good Conscience —
To the end therefore that the said Coral Mudal may upon his Corporal Oath
a true and perfect Answer make to all and singular the matters and things
herein before alledged and set forth as truely fully and Effectually to all intents
and purposes as if the same were here again Repeated and interrogated and
he Decreed to pay unto Your Orator the said Sum of One thousand three hundred
Pagodas together with all such Interest as now is or shall hereafter become due
thereon till full Payment is made also all Costs of this Suit —

May it please this Honble Court to Cause the
said Coral Mudal to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madraspatnam and Districts thereof to be and appear at a certain
time and place to be by this Honble Court Prefixed and appointed then and there
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 —

Mott. — P. F. Greenstate
Attorney for the Complainant

Mayors Court at
Madraspatnam } Tuesday the 3d day of August
Anno Domini 1762. —

Read

shewith unto this Honble Court that he hath frequently and in an amicable manner Requested payment from the said Vennalah Swamy of the said Sum of Two Hundred and thirty one Pagodas four fanams and thirty Eight Cash But now so it is may it please this Honble Court the said Vennalah Swamy obstinately and wilfully Refuses your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a general relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the end therefore that the said Vennalah Swamy may upon his Corporal Oath a true and perfect Answer make to all and Singular the Matters and things herein before alledged and set forth as fully truely and effectually to all intents and purposes as if the same were herein again repeated and interrogated and be decreed to pay unto your Orator the aforesaid Sum of Two Hundred and thirty one Pagodas four fanams and thirty Eight Cash with all Interest due thereon also all Costs of this Suit May it please this Honble Court to cause the said Vennalah Swamy to be Summoned and Required by the Sheriff of Fort Saint 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 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 therein as to this Honble Court shall seem Meet

William Cranewell
Att.y for the Complainant

Translate for Obligation as near as can be, from the Original Cowle, by Comeapah
Sworn Interpreter
December 22. 1759

I Vennalah Swamy Naigue son of Venguetah Narrain Naigue do hereby acknowledge to have Borrowed and Received from Vencatasha Naigue son of Mandellah Kistnama Naigue the full and just Sum of Two Hundred and thirty three Star Pagodas, Current Money of Madras which Sum I promise to pay with the Interest of 9 p.Cent p.Annum on before the 30th Day of May next in the Year of our Lord One

Mayor's Court
Madraspatanam

Present

Peter Marriette Esquire Mayor
John Whitehill & Abraham Bradyll
Aldermen.

Tuesday the 31st day of August
Anno Domini 1762.

Mayor's Court

Between Nathaniel Dalrymple of Madras Writer
Complainant And Cumulah Tuamy also of Fort St. David
George Dubash Defendants.

The Defendant is brought to Court and Acknowledging the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Five Hundred and Thirty one Pagodas Four Fanams and Sixty Eight Cash (Pag. 531. 4. 38) together with all such Interest as now is or may hereafter become due thereon until the full Payment be Made also all Costs of this Suit

Hyde

Read and Filed
24th August 1762.

To the Honble & the Mayor's Court at Madraspatanam

Humbly Complaineth Showeth unto this Honble Court your Oratrix Elizabeth Lawrence of Madras Inhabitant that whereas Hanewack Lingapa Moodeliare also of the same place Merchant stands indebted to your Oratrix in the Sum of Eight Hundred and seventy five Currt Pagodas of Madras reckoning in Sterling Money of great Britain at the Rate of Eight Shillings for every Pagoda three Hundred and forty eight Pounds or more fully appears upon Reference to an Obligation given by the said Hanewack Lingapa Moodeliare in the name of your Oratrix's unto Lawson Lakin Dawson Esqr to be perused when Required by this Honble Court and whereas your Oratrix hath frequently

an

Justness of the Complainants Claim and This Court doth therefore think fit to Order
and Decree and doth accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and just Sum of Eight Hundred and seventy five Pagodas
1875 / together with all such Interest as now is or hereafter may become due
thereon according to the Tenour of the Obligation Sued on until full payment is
made & all Costs of this Suit ——— Plus

Read the 7th Aug.
Filed the 10 Do 1762

To the Worlle the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Worlle Court your Orator
the Honble George Morson Colonel of his Majestys 96th Regement of Foot by his
Attorney John Maxwell Stone of Madras Merchant that Vencatas Ball Krishna
Dos of the same place Merchant Stands indebted to your Orator upon a Bond
ready to be produced unto Registred by this Worlle Court in the Sum of two
Thousand pagodas making in the Currency of Great Britain at the Rate of
Eight Shillings for every Pagoda Eight Hundred pounds and whereas your
Orator's said Attorney hath in an Amicable manner demanded
Payment of the said Sum, Yet more so it is may it please this Worlle Court
the said Bala Krishna do's obstinately and wilfully Refuse your Orator
any manner of Satisfaction touching the premises your Orator therefore prays
a Genl Relief such as to this Worlle Court shall appear agreeable to
equity and good Conscience To the end therefore that the said Bala Krishna
Dos may upon his Corporal Oath a true and perfect Answer make to all and
singular the matters and things herein before alledged and set forth as fully
fully and Effectually to all Intents and purposes as if the same were
here again Repeated and Interrogated and he Decreed to pay unto your
Orator the said Sum of Two Thousand Pagodas together with all such
Interest as now is or hereafter shall become due thereon also all Costs
of this said Suit may it please this Worlle Court to cause the said

Bailiff

No 10

Read and filed 18th Sept. 1762.

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of Indiapen of Madras Merchant

Sheweth

That Whereas Your Petitioner having been Confined on Prison by the Order of this Court passed the 15th day of June last there to Remain for the space of four Months Your Petitioner having now undergone the Punishments and being duly sensible of the Crime for which the said Punishment was inflicted on Him, and the Clemency of this Honble Court in their Ordering it Mercifully Implore the Commiseration of this Honble Court on his present deplorable Circumstances and Hope this Honble Court be induced thereby from to a Mitigation of the said Punishment, it will be a further motive to prevent Your Petitioner from ever daring to be guilty of the like offence in future. And Your Petitioner as in duty bound will Ever Pray

Archdale Palmer
Attn for the Pet.r

Read and Filed
21st September 1762.

To The Honble the Mayors Court at Madraspatnam

Honble Gentlemen

I am informed there is a Vacancy for an Attorney in Your Court, I Beg leave to offer myself, And if it meets with your Approbation I will Discharge my Trust with Fidelity and Punctually Execute my Employ to the utmost of my Ability. With due Respect

I am
Honble Gentlemen
Your most Obt Hble St
Wm Bishop

Madras
18th September 1762.

Administrators and Assigns to the true and lawfull payment of the said Bond
according to the tenor agreed on thereon by the said Pagoor Ball Krishna Commonly
called Pagoor Verage Chitty & unto your Orator Samuel de Castro and to Howard
Durrel Lopez Fernandez Hart Henry Crowder, Administrators and Assigns. All
which will more fully and at large appear by the aforesaid Bond and Obligations
Ready to be produced when Required. Now Your Orator prays leave to acquaint this
Honble Court that the time Limited for the Payment of the Sum of One Thousand Pagodas
to the Condition of the Bond above mentioned being elapsed Your Orator have applyed
to the said Nauroo Chitty, Sana Ramanapah Chittee, Pagamada Mare Rame, and
Chi Bya Penna Roo either to produce the Person of the said Pagoor Ball Krishna
commonly called Pagoor Verage Chitte or to pay unto Your Orator the said Sum of
One Thousand Pagodas agreeable to the Terms of their Obligations aforesaid. Yet they
the said Nauroo Verapah Chitte, Sana Ramanapa Chittee, Pagamada Mare Rame
and Chittaya Penna Roo obstinately and wilfully Refuse to give Your Orator any manner
of Satisfaction touching the Premises, Your Orator therefore prays General Relief as
as to this Honble Court shall appear agreeable to equity and good Conscience

To the end therefore that they the said Nauroo Verapah
Chitty, Sana Ramanapah Chittee, Pagamada Mare Rame and Chittaya Pennatloo may
upon their Corporal Oaths 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 herein again Repeated and interrogated, and be
decreed to pay unto Your Orator the aforesaid Sum of One Thousand Pagodas, also all
Costs of this Suit.

May it please this Honble Court to cause the said Nauroo
Verapah Chitty, Sana Ramanapa Chittee, Pagamada Mare Rame, and Chittaya
Pennatloo to be Summoned and Required by the Sheriff of Fort Saint George Seven of
Madraspatnam and the Natives thereof Personally to be and appear at a certain
time and place to be by this Honble Court appointed and prescribed then and there to
Answer the Your Orators Bill of Complaint and further to stand to and abide such
Order and Decree therein as to this Honble Court shall seem Meet.

J. McDowall
Att. for the Complainants

Let Bill being shown to Me between the
Days of Adjournment that a Summons
might be obtained thereupon I Appointed
two Days of Court Let a Summons issue
Fort St. George this 23 June 1758

Lloyd Bufsche
Mayor

Defendants said to the said David Lopez Fernandes and Samuel de Castro at that time they cannot absolutely take upon them to say as they are all unacquainted with the English Language but from what appears since the Commencement of the present Suit it has the appearance that those Defendants engagement with the said David Lopez Fernandes and Samuel de Castro was not clearly explained to them otherwise those Defendants would not have been drawn in to sign an Obligation which was more particularly explained to the Defendants in the manner it ought to have been for at the time the Obligation was procured for those Defendants to execute it was not particularly interpreted to them and as they reposed some Confidence in the said Canawah who was Interpreter they conceived it could contain no more than that they should be Obliged to procure the said Pagoor Ball Muthah commonly called Pagoor Virago Chittee for had those Defendants suspected any Imposition but would have had the said Obligation Translated into the Gentoo Language but on their enquiring the said Obligation by enquiring their Names at the Bottom thereof they recited to each Name that they were Security for the personal appearance of the said Pagood Ball Muthah commonly Pagoor Virago Chittee as a precaution in order to prevent any mistake that might hereafter arise as they were unacquainted with the English Language which Circumstance alone is sufficient to prove that no more of the Obligation was Interpreted to them than that they at first proposed to the said David Lopez Fernandes and Samuel de Castro for had the other part of the Obligation been Interpreted to them they would never have signed an Obligation for the Payment of a Sum of Money for Person who was so Extream Indigent as the said Pagoor Ball Muthah commonly Pagoor Virago Chittee was Represented to be at that time the said Pagoor Ball Muthah commonly called Pagoor Virago Chittee Returned from Cossa these Defendants always kept a Person to see that the said Pagoor Ball Muthah commonly called Pagoor Virago Chittee did not abscond but upon the Approach of the French Army on or about the 12th day of December last these Defendants with the Rest of the Inhabitants were obliged to leave the Bounds of this Place or else to move themselves and Families from the Fault of an Enemy and Retired on to the Country Immediately upon this general Calamity the said Pagoor Ball Muthah commonly called Pagoor Virago Chittee fled to Pellicat where he Remained until the Complainants Remedies for the Delivery of this Person when to the best of these Defendants Recollection was on or about the Thirtieth day of May last when these Defendants acquainted the Servant of the Complainants as they have been explained that the said Pagoor Ball Muthah commonly called Pagoor Virago Chittee was then Independent but would report upon their return

Defendants are ready to aver maintain and prove as this Honble Court shall direct and humbly pray to be hence dismissed with their Reasonable Costs and Charges most wrongfully sustained

John Palmer
Atty for the Defendants

Read and filed
28th July 1787

The Replication of Samuel Dalzell on Behalf of himself and as Executor to the Estate of David Lopez Fernandez deceased and of Daniel Dalzell also joint Executor to the said Estate to the Answer of Nazro Cherapath Chittle Lana Parsunapath Chittle Pagunda Parsuram and Chittypa Permaloo of Madras Merchants

These Repliants now and at all times hereafter saving and reserving to themselves all Manner of Benefit and advantage of Exception to the many Errors Uncertainties Imperfections and Insufficiencies in the Defendants said Answer contained for Replication thereunto say that all and singular the Matters and things in their Replyants Bill contained are certain and true as the same are therein set forth and alledged and that the Answer to the said Bill is very untrue imperfect and insufficient in the Law to be Replyed unto And these Replyants further say that as to what View of Advantage the Defendants might have in becoming Security for the personal Appearance of Nagoor Ball Thathoah commonly called Nagoor Virago Chittee it does not in the least concern those Replyants but that they did become bound for him, and that incase of their not producing him at the time limited by their Obligation sued at them were liable for the Debt is most certain, And with regard to the Defendants saying that their Obligation was not justly and truely interpreted to them these Replyants can and will prove that the same was interpreted to them in a plain and just manner, and they were over and over again told what would be the consequence of their not producing him, and these Replyants would moreover shew the Impossibility of ever supposing that the Replyant Samuel Dalzell and the said David Lopez Fernandez deceased could be so careless as to take the bare promise of the Defendants to produce the Body of the said Nagoor Ball Thathoa (commonly called Nagoor Virago Chittee) without Security them or a Real Obligation incase of their not producing him) and were there ever an Instance known before Persons (except Lunatics

Agreement and the said Chenna do apply to them on the very day on which the same
happened so that it is very plain that the Defendants can never make a Plea of their
not hearing timely Notice and on which these Petitioners were under no manner
of Obligation to give them therefore the Defendants did not produce the person
of the said Pagoor Patt Rastrah commonly called Pagoor Veraga Suttee at the time
limited by their Obligation they have certainly rendered themselves liable
for the Act, and the more so as they had such timely Notice given them, for
it does likewise plainly appear that they intirely disregarded that they
did not produce him at the time for they themselves allow that had they had but
four days Notice before the time mentioned they could always have brought
to have delivered him up yet although they had such timely Notice given them
yet they can show the Affidavits to that these Petitioners with having taken an
active part and an unfair manner now if these Petitioners should be liable
which they do not in the least doubt) to make it appear to this Honble Court
that the Defendants had sufficient Notice given them to produce the Body
of the said Pagoor Patt Rastrah commonly called Pagoor Veraga Suttee
these Petitioners do hope that such Reflection of the Defendants will not
prejudice them by this Honble Court and the more so as the Reasons they
have given on their examination for their exerting that Reflection on these Petitioners
ankle are founded upon absolute falsities and indeed they must have
known to be such at the time they swore to them. Likewise these Petitioners
do moreover acquaint this Honble Court that at the time they applied to the Defendants
to produce the Person of the said Pagoor Patt Rastrah commonly called Pagoor
Veraga Suttee they did not absolutely know or believe he was not within the Jurisdiction
Defendants Pollams for believing that these Petitioners knew very well that
some part of these falsities, whether or no these Petitioners would before kept the
said Pagoor Patt Rastrah commonly called Pagoor Veraga Suttee in prison
until the Petitioners were charged in order that they might take the present
suit, All which matters and things these Petitioners do humbly hope
mentioned and set forth in this Honble Court shall be duly and humbly prayed
given and by them and Will they have already Prayed &c.

J. M. Stone
Attorney for the Petitioners

to prevent the Body of the said Ragoor Ball Shishnah commonly called Ragoor Veragoo Chitlee on the twenty sixth day of May last and did these Defendants discover that the said Canavah had not properly Interpreted the said Obligation and at the Commencement of the present Suit when these Defendants shewed a Copy of the said Obligation to some people who are well versed in the English and Country Languages so that these Defendants conceive it was to their advantage if there to have the Obligation drawn out in a Language these Defendants do not Understand either to speak or write so that the greatest care ought to have been taken to explain it properly to these Defendants more especially as the said Obligation was rather drawn up or wrote in the Presence of these Defendants and notwithstanding the Plaintiffs do insist that the said Obligation was particularly explained to these Defendants these Defendants deny it nor could they have consented to sign the said Obligation for the appearance of the said Ragoor Ball Shishnah commonly called Ragoor Veragoo Chitlee on a particular day if they had known that they were liable to pay a Sum of Money without any Prospect of Advantage Should they not be able to produce them on the very day agreed on, But these Defendants in order to prevent mistakes that might hereafter arise wrote at the bottom of their Names that they were Security for the appearance of the said Ragoor Ball Shishnah commonly called Ragoor Veragoo Chitlee which is a proof that they did not look upon themselves liable to pay a Sum of Money in default of his appearance on the twenty sixth day of May last. These Defendants have the greatest Reason to believe that the said Canavah is not sufficiently skilled in the English and Country Languages to Interpret the said Obligation These Defendants therefore for the Satisfaction of this Honble Court and themselves pray that the said Canavah be summoned before this Honble Court at the hearing of the Cause that he may explain or Interpret the Obligation in the Presence of two or more capable Interpreters similar to the said Obligation now in dispute by which this Honble Court will be able to Judge whether the said Canavah is well acquainted with the English Language so to Interpret the English Papers in the Country Language. These Defendants referred that the said Ragoor Ball Shishnah commonly called Ragoor Veragoo Chitlee is nearer to a distant Relation of some of these Defendants if that may be deemed a Relation but they absolutely declare that could be no inducement for them to enter into an Obligation to be liable for the Payment of a Sum of Money in the last degree of Consanguinity These Defendants deny as already set forth in their

Answer

Know all Men by these Presents that I Ragoor Ball Krishnah commonly called Ragoor Virago Chitty of Madras Merchant am held and firmly bound unto Messrs. David Fernandez and Samuel De Castro also of Madras Merchants their Heirs Executors Administrators and Assigns in the full and just Sum of Eight Thousand Pagodas to the true and just Payment of which Sum I do hereby for myself my Heirs Executors Administrators and Assigns, In Witness whereof I have hereunto set my Hand and Seal at Fort Saint George this twenty sixth day of May One Thousand seven Hundred and fifty Eight.

WHEREAS the above bound Ragoor Ball Krishnah commonly called Ragoor Virago Chitty has this day received of the abovenamed David Lopez Fernandez and Samuel de Castro the full and just Sum of Four Thousand four Hundred and Sixty Eight Pagodas Twenty one Fanams and twenty seven Cashs, Payable in the Manner following, viz. the Sum of One Thousand Pagodas on the twenty sixth day of May which shall be in the Year One Thousand Seven Hundred and fifty Nine, and the Residue and Remainder thereof to be paid at the Rate of One Thousand Pagodas per Annum until the Whole is discharged

NOW the Condition of this Obligation is such that if the above bound Ragoor Ball Krishnah commonly called Ragoor Virago Chitty His Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said David Lopez Fernandez and Samuel de Castro their Heirs Executors Administrators or Assigns the aforesaid Sum of Four Thousand four Hundred and Sixty Eight Pagodas twenty one Fanams and twenty seven Cashs after the Rate and manner above mentioned and without fraud or Coven then this Obligation to be void and of no Effect, But if Default shall be made in Payment of any of the said several and Respective Sums of Money above mentioned or any part thereof on any of the several and Respective Days and Times above limited for the true payment thereof then this Obligation to remain in full force and Virtue

Signed Sealed and Delivered
(there no Stamps Paper can be had
in presence of
I. Mitton
Sct. Moses

(LS)
Ragoor Ball Krishnah commonly
called Ragoor Virago Chitty

BE it known to all whom it may concern that We the Under Written Nagoor Veerapah Chitty and Lingapah Pagudadar, Mare Rowe and Chitty Permallee, do hereby jointly and severally bind Ourselves Our Heirs Executors Administrators and Assigns

Chitty Pennalto are Defendants ——

1st Interrogat. To all the Witnesses ..... Do You Know the parties Complainant and Defendant in this Cause or either and which of them, If You Have long have you so Known them or either and which of them Declare?

To John Maxwell Stone ..... 2d Do You Know the Bond now shewn you? If yea how came you so acquainted with it? Did you or did You not ever Explain to any Person or Persons (and read) the Contents of any Bond or Bonds, did you so Read & Explain it? And to whom did You Explain it? and at who Request? Did You or did you not Read such Explanation and Hearing of the Contents of such Bond. If yea how often and to whom?

To Cabarrus ..... 3d Do You Know the Bond now shewn you, If Yea how came you so acquainted with it, Did you or did You not ever Interpose to the Defendants any thing concerning their Being bound for any Person or Persons, If yea when and at what time was it, you so Interposed to the Defendants? and who did or delivered to you the written that you Interposed to the Defendants? to the best of your Knowledge and Belief declare?

To the Same ..... 4th Was You or was you not at any time or times sent by any of the Complainants to the Defendants or any of them to make any Demand upon them? If Yea what was such Demand, By whom was you sent, and to whom did you go? And when or at what time did you make such demand and what was their Answer? The whole Declare ——

To all the Witnesses ..... 5th Do You Know or can you say any other matter or thing Material for the Complainant in this Cause? If Yea set forth the same as You know have Heard or do Believe together with the Reasons of such your Knowledge and Belief ——

Archd. de Palmer
Att'y for the Complainant

Masters Court at Madras

Between James & Daniel de Castro Complainants
And Narrondroopa Chitty, Ramu Ramanapah Chitty
Pogonda & Ram Ram Chetty all Pennalto Defendants

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

John Maxwell Stone of Madras Merchant Aged 25 Years or thereabouts being produced and Witness in this Cause on the part of the Complainants was on the 13th day of December 1759 shown at the Office of Mr John Palmer Attorney for the Defendants by Cavecapa who left a Note of the Name

Title

D. 1st Ques. Requested on Part of the Hon. Peroualloo & Ye Jears or thereabouts

To the said Interrogatory this Deponent saith That he knows the Parties

above to them, That he this Deponent was Executed and saith That he did

Interpret to the Defendants that they were bound for Bail Shetnah that it

is about two Jears past, And saith that he this deponent did Interpret to

the Defendants that if they did not produce the said Bail Shetnah at the Limited

time that they obliged themselves to pay his Debt and saith that what he

Interpreted to the Defendants was delivered to him this Deponent by Mr Stone

And more saith not to this Interrogatory &c

A. 2nd To the 2d Interrogatory this Deponent saith That Jeavas Purcell by

the Complainant Jayme De Castro demanded upon the Defendants

for one thousand Pagodas that this Deponent went to the Defendants

Nauna Vinaya Sutter Jetana Ravanapah Subbe that evening in the Month

of May last And saith that they told him this Deponent that they had

sent Ragonada Hare Ram to Pullicat for Bail Shetnah and that he

would be back in time, And more saith not to any Particular question

enquired of in this or the last Interrogatory &c

Mad Clarke Cor.

Thanavato Interpreter &c

Interrogatories to be administered to such Witnesses as shall be produced sworn

and Examined on the part and behalf of the Defendants in a certain Cause now depending

De Castro on his own Account and as Executor to Edward Lopez Fernandez deceased and Daniel

de Castro joint Executor to the said deceased as Complainants and Nauna Vinaya Subbe

Jana Ravanapa Subbe Ragunada Hare Ram and Subbiya Pennatha are Defendants

To all the Witnesses

1. Do you know the parties Complainant and Defendant in this

Cause if so how long have you so known them or either and which of them

Declare?

Shankaranarain
Thethanna Subbe

2. Did you or did you not go to the Complainants or either and which

of them about any Proposal of Agreement relating to one Ragoor Bull

Shetnah commonly called Ragoo Tango Chetty if you know of how & to whom

go to the Complainants or either and which of them who acted as Interpreter

touching any such Proposal that you went and what was such Proposal or

Agreement & Declare because that Paper between you and the Com-

plainants or either and which of them relating to the Affairs Declare?

or else into your possession at the time or since you received or the

said Corporal or Agreement?

Whereas Comondy called Rayer Virago Chitte and others were Cited before
Mayor Ball Krishnah Commondy Rayer Virago Chitte your Petr to Defendant the
Whole discourse that passed between them Declare

Yea the Petr Doyou Know or have you any other matter or thing material for the
Defendants to on this Cause of Yea declare Wherein as you Know how and as
do believe with the Reasons of such your Knowledge and belief

Robt Palmer
Attorney for the Petrs

Mayors Court at
Madraspatnam

Between Samuel & Daniel de Castro Complainants
and Nanoo Kanapah Chitter Sinna Ramanapa Chitter
Rayanda Moo Rayer and Chitty Ramallo Defendants

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

Maantharavarum Krishnanna Chitty of Madras Merchant aged
45 Years or thereabouts being produced as a Witness on this Cause on the part of the
Defendants was on the 10 day of December 1759 sworn at the Office of Mr Constable
Palmer Attorney for the Complainant by Comaraya to the best of his Knowledge of the Name
Title and Place of Abode of the said Maantharavarum Krishnanna Chitty and
afterwards on the same day being sworne and Examined deposeth as follows

1 ..... To the first Interrogatory this Deponent saith that he has known Samuel de Castro 8 Years
and Daniel de Castro 2 Years and the Defendants 20 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith that he did go several times to the
Complainant Samuel de Castro about a proposal of Agreement relateing to one Rayer
Ball Krishnah commonly called Rayer Virago Chitty, he believes Deponent sentences
to the Complainant Samuel de Castro that one Kashavah Peter an Interpreter that is
about two Years since that the Proposal was to Release the said Rayer Ball Krishna
commonly called Rayer Virago Chitty and that he should pay the Complainants
one Hundred Pagodas a Year till he had discharged his debt and saith that the
Complainants would not Consent thereto without he would give them Security
and saith that this discourse was with the Complainant Samuel de Castro
and that Mr Ball Chitty & Keshavah were present as also another Person
who this Deponent cannot Remember; And more saith not to any particular
Question ingraced off in this or the last Interrogatory

Mark Clarke

Maantharavarum Krishnanna Chitty

Mayors Court at Madraspatnam

Between Samuel and Daniel de Castro Complainants and
Andrew Venapah Chitty, Sana Ramanapah Chitty, Ragunada
Mari Ram and Chitty Permallo Defendants

Depositions of Witnesses in this Cause taken by and before the Examiners
on this Court as Follows

Ragoor Ball Shastrah Modiah commonly called Ragoor Varaga Chitty
of Madras Merchant Aged 51 Years or thereabouts being produced as a Witness
in this Cause on the part of the Defendants was on the 10th day of December
1759 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainants
by Comacopa who left a Note of this Name Lieutenant place of Abode of the said
Ragoor Ball Shastrah commonly called Ragoor Varaga Chitty and after-
wards on the same day being Sworn and Examined deposeth as Follows

1 ..... To the first Interrogatory this Deponent saith that he knows the Com-
plainant Samuel de Castro 10 Years & Daniel de Castro 12 Months, the
Defendants Varro Venapa Chitty, Sana Ramanapa Chitty, Ragunada
Mari Ram, about 30 Years and Chitty Permallo 20 Years or thereabouts

2 ..... To the fourth Interrogatory this Deponent saith that he was in this Place
when the French Squadron, that he did not Continue here but went to Pulicat
that Ragunada Mari Ram did come to him this Deponent and desire him
to Return to Madras as the month of May last, and this Deponent saith that
he did not set out immediately on being called as he was sick but that he set out
about few days after being so called and further saith not to any particular
Question enquired of him this or the last Interrogatory

Ragoor Ball Shastrah

Mayors Court at Madraspatnam

Between Samuel & Daniel de Castro Complainants
and Nanad Venapah Chitty, Sana Ramanapa Chitty
Ragunada Mari Ram & Chitty Permallos Defendants

Depositions of Witnesses in this Cause taken by and before the Examiners
in this Court as Follows

Thandan Varraze of Madras Cowcoply aged 50 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendants was
on the 10th day of December 1759 Sworn at the Office of Mr Archdale
Palmer Attorney for the Complainants by Comacopa who left a Note of this
Name Settle and place of abode of the said Thandan Varraze and
afterwards on the same Day being Sworn and Examined deposeth as follows

1 ..... To the first Interrogatory this Deponent saith that he has no Knowledge

of

Mayors Court &c
Madraspatnam

Tuesday the 26th day of February
Anno Domini 1760

L.S.

Present

Francis Fowler Esquire Mayor
Peter Monckton, John Lewen Senior
James Jones, John Cotsford
John Delavoyere, & Henry Eustace Johnson
Aldermen.

Mayors Court

Between Samuel De Castro of Madras Merchant on his own Account and as Executor to the Estate of Dawd Lopez Fernandez late of Madras Merchant Deceased and Daniel de Castro also joint Executor to the Estate of the said Deceased Complainants And Naindo Veraps Chitty, Sana Ravanapa Chittee, Raguenada Ram Ram, and Chittya Permalle of Madras Merchants Defendants

This Cause coming on to be heard and debated this day on the Bill of the Complainant Samuel de Castro, and of the Defendants and of the Answers on both sides, on Reading the Complainants Bill the Defendants Answer, the Replication, the Rejoinder, The Original Bond given by Pagoor Ball Mestra commonly called Pagoor Veragoo Chettee to the Complainant Samuel de Castro and to Dawd Lopez Fernandez deceased, as also that given by the Defendants to the said Complainant Samuel de Castro and to the said Dawd Lopez Fernandez deceased, The Interrogatories on the part of the Complainants, with two Depositions taken thereunto, The Interrogatories on the part of the Defendants with five Depositions taken thereunto, on hearing the Pleadings made use of by the Attornies and mature consideration had thereon, It is ordered by the Court that all the Defendants by their Bond given to the Complainant Samuel de Castro and to Dawd Lopez Fernandez deceased, are bound for the personal appearance of Pagoor Ball Mestra commonly called Pagoor Veragoo Chitty with Security Chitty have discharged the Bond given by them to the Complainant Samuel de Castro and to the said Dawd Lopez Fernandez deceased agreeable to the Tenor thereof, It is the

Court

on both sides, The Court doth thereupon proceed to Order and Decree and doth accordingly Order and Decree that the Decree of the Honourable the Mayors Court given in this Cause be and the same is hereby Confirmed and that the Appellants Petition be hence dismissed with Costs.

By the Court

W. Henderson Clerk of Appeals

Filed the 11th of February 1760
Read the 19th of February 1760

To the Honble the Mayors Court at Madraspatam

Humbly Complaining sheweth unto this Honble Court your Orator Edward Burman late of Madras Merchant by his Attorney Andrew Ross of the same place Merchant That Pirate Pomme Chitty of Sandee indebted to your Orator in the Sum of Nine Hundred and Ninety one Pagodas six fanams and Nine Cash reckoning in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda Three Hundred and Ninety six pounds Nine Shillings and four pence. That your Orator on the first day of November in the Year of Our Lord One Thousand Seven Hundred and fifty seven obtained a Decree in this Honble Court against one Pundamalla Chuddrapatt whereby the said Pundamalla Chuddrapatt was decreed on default of praduring the Body of the said Pirate Pomme Chitty and also Pagarla Vanche Chetty Bhadra Lakshmia and Chetticanna Rose on or before the eighth day of the said month of November to pray unto your Orator the Sum of Six Thousand four Hundred and ten Pagodas being the Sum Due for together with such Interest as now is or hereafter may become due thereon also all Costs of Suit and Whereas the said Pundamalla Chuddrapatt not satisfying the said Decree of this Honble Court your Orator obtained a Warrant of Execution against the Effects of the said Pundamalla Chuddrapatt bearing date the fifteenth day of the said Month of November and on the fourth day of December following the Sheriff Returned the said Warrant of Execution to this Honble Court That the said Court arrested and seized of the said Debt and Costs Six Thousand and sixteen Pagodas fifteen fanams and seventy one Cash and your Orator further shews to this Honble Court that there still remains due upon the said Warrant of Warrant of Execution the aforesaid Sum of Nine Hundred and Ninety one Pagodas six fanams and Nine Cash And your Orator further alledges that the said Pirate Pomme Chitty one of the Principals for whom the said Pundamalla Chuddrapatt was bound being now in this Place your Orator hath frequently and in an Amicable manner Requested of Him to satisfy

Your

Edmund Burnaby by his Attorney Andrew Ross
of Vepery Merchant Complainant

The Defendant now and at all times hereafter saving and reserving
to himself all and all manner of Benefit and advantage of exception to Answering
Errors uncertainties and Imperfections in the said Bill for Answer thereunto or unto
so much thereof as this Defendant is advised doth materially concern him to
make answer unto He this Defendant answereth and saith That he admits
that the said Pundamalle Chinderapatroo was Arrested on default of producing
this Defendant and Regulia Vaidia Chetty Boodia Lutchmia and Rustnama
Roy on or before the eighth day of November One thousand seven Hundred and
fifty seven to pay the Complainant the sum of One thousand four Hundred and
ten Pagodas with Interest and Costs of Suit and that a Warrant of Execution
issued against the Effects of the said Pundamalle Chinderapah as well for the
by the Complainant, But this Defendant must beg leave to acquaint this
Honble Court that on or about the twentieth day of April One thousand seven
Hundred and fifty seven the Attorneys or Agents the said Boodia Lutchmia
and Rustnama Roy at this place did an Account depending between
the Complainant and this Defendant to this Defendants very great loss and
did also give the Complainant a Bond for the Ballance thereof whereby they
obliged this Defendant to pay the Complainant the said sum of Fifteen hundred
and ten Pagodas which Bond was dated on or about the twentieth day of April
in the year aforesaid And this Defendant further saith that on or about the
third day of November one thousand seven Hundred and fifty seven the said
Boodia Lutchmia and Rustnama Roy did at the Request of the Complainant
give the Complainant a Bill of Exchange on this Defendant for the said sum of
One thousand four Hundred and ten Pagodas of which this Defendant received
Advice from their Agents the said Boodia Lutchmia and Rustnama Roy as also
that they had Mortgaged two Vessells and this Defendants House at Porto Novo
to the Complainant for the said sum of One thousand four Hundred and ten Pagodas
The Complainant sent the said Bill of Exchange to Porto Novo to one
William Percival Merchant who tendered the same to this Defendant for Payment
but as this Defendant had not sufficient Cash to discharge the said Bill of Ex-
change the said William Percival ordered this Defendants House to be Seized
and all his Goods Apprized and Sold up to the amount of Eight Hundred
and two Hundred Pagodas and three Quarters the Goods being disposed of
at Sale on this Defendants House the House was Sealed up and the Key
Delivered to the said William Percival under Pretence that the Remain-
der that Place Appertained to the said William Percival this Defendant knows

Deliver'd

No 1

Mr Edward Burman Cr

1757
May 20 To Merchandize &c. Saved by Mr Williams Vessel wrecked near Kell Aberlange and upperhand by Pepte at Nagapatam viz.

Long Cloth Coarse	15 Puryam	Co. pr Corge	Corge 130		
do	13	20 pr 8.5	8.5 @ 8½ pr Co.	112	18
do		1.5 @ 13 ⅓ pr Co.		16	9
Salampores		3	30	60	
Jagarees		3	30	13	
Cambrick Betelas		13		116	
a Bundle of Coss Cloth	2 lb. 12 Score	@ 80 pr Cent		801	17
		@ 10 ½ pr Cent Batta		88	10
					887 1

20 To Sundrys provided by the Direction of the said Williams Vessel on part Payment of the said Bill of Exchange viz.

Salt at Nagapatam Candys	16	Rup. pr Ga.	Rs. 576	
Charges Reckoned on	1000			
Cutchy Iron			16	
Beads &c.		Rup. pr Boat	108	
Bamboo Mallo Coir		6 pr %	36	
90	2 Lascary Dock	@ 18 pr %	5	
Dunnage			5	
Two Europeans Cows allowing the Sick		2	170	
To Sundrys supplied the Vessel at Sea & Long Ps the said Williams Principal Recorded in the said Bill viz				
Rice			10	
Water			1	
Allowance for the Water Casks			6	
Boat hire carrying Water			8	
Rice & Jaree for Relief of the Lascars			120	
Wages to Lascars			175	
Pilot Reward William Pierce 1			135	
Interest Money		½		798
200 Pagodas To Madras Pagodas		110		166 9 16
(16 Rupees Pagoda)				1362 29 16
Carried Over				

1757
April 20 By Ballance as p Bond & Bill of Exchange 1510 ---

By Interest on the Sum of 1510 Pagodas for 2 Ys 10 Ms 18 D @ 8 pr Cent pr Annum 347 31 40

Carried Over Pag. 1857 29 40

Errors excepted Madras 1st August 1761
Edward Burman

Cash and Cheque must wrongfully credited to Mr Burman's Account Current Pagodas 1857 29 40

Madras 1st August 1761
Edward Burman

1761

Rad not during that time any Victuals or Drink upon this Replyants Attorneys
Vnbask coming on the Morning early and having enterpreted several Questions
which this Replyants Attorney put to the Defendant, in the Course of which
he the Defendant readily and Clearly owned Replyants whole Demand and
said that he was Sorry he was not in Circumstances to Pay it & That he had no
other Effects But two Pepel to which were then hanging in Croon at the North
end and That he Expected them up every Short time and That he would upon
their arrival deliver them up and also the Receipts they were to bring to
this Replyants Attorney towards discharging the same And that when the
Replyants Attorney desired the Defendant for Security for the Performance of
what he proposed the Defendant told him that he had not a Personal
acquaintance with any Man at this Place although he had some Correspon-
dence amongst which Busawapah (Chitty) who is one of the Vakils for the
Defendant was the Principal but That he Doubted whether he would become
Security for him as he already owed Him about a Thousand Pagodas
And therefore that the said Busawapah Chitty might be Desirous to get
the Pepel to secure to Himself on satisfaction for his own Debt But
yet notwithstanding the Replyants Attorney did advise the Defendant to go into the Black
Town and get the said Busawapah Chitty or any other Friend to be his Security for the
Performance of what he proposed as aforesaid and this Replyant alledges that the said
Defendant did accordingly go the same Morning to the Black Town to endeavour to
accomplish the same But this Replyants Attorney saying that the Defendant did not
meet with Success he was under the Necessity of applying to this Honble Court for
Relief in the Premises, And this Replyant further saith that after the Defendant
was imprisoned for want of Bail He sent Messages to this Replyants Attorneys
proposing to give a Bond with Security for the Payment of the Debt at several different
times But before then How long for this Replyants Attorneys to accept of such like matter
and Hopes this Replyant is Ready to aver maintain and prove as this Honble
Court shall direct and humbly prays as in and by his Cross Bill he has already
Prayed &c.

Archdale Palmer
Attorney for the Replyant

Rejoinder of Pyroll Vanne Chetty of Madras Merchant
Defendant to the Replication of Edward Harman by his Attorney
Andrew Pote of Madras Merchant Complainant

The Defendant now and at all times hereafter saving
and Reserving to himself all and all manner of Benefit of Exception to the

Recd & filed the 28th July 1761

1809

Read and filed
the 16th June 1761

The Replication of Edward Burman by his
Attorney Andrew Pope to the Answer of Pyrah Horne
Chuttey

THIS REPLICANT Knowe and at all times hereafter saveing and Reserveing
to himself all and all manner of Benefit to the many Errors and Insufficiencies and untruths
in the said Answer contained for Replication thereunto saith that all the matters and
things in this Replicants Bill contained are true and that the Defendants said
Answer is very erroneous and insufficient in the Law to be Replyed unto And this Replicant
further saith that the Defendants Pleas to and unto this Replicants demand are
insufficient and Evasive for as Regard to what the Defendant sets forth in Regard to
the action of Mr William Percival this Replicant conceives that he can have no
right with this Honble Court as it is well known and will appear upon Reference
had to the proceedings of this Honble Court in the Cause of Pundamella Chudayah
against this Replicant on which the Decree was founded which this Replicant now
sues the Defendant upon that the said Cause went Hard Recessit and Regular for
And took up a Considerable time And that it is not to be doubted but that the said Com-
plainant made use of all the Pleas which he Counsel could and Proper for
Principal the Defendant to clear there from the said Debt and yet the said Pundamella
Chudayah did not allledge any more that have any Connection with the Pleas now
made use of by the Defendant than that he the said Pundamella Chudayah did
not thanke Himself accountable to the Replicant for the said Allegations as the Reply
said had two Vessells and a House belonging to the Defendant his Principal mortgaged
to Him one of which Vessell answering at Ouragapatam before the Decree Set
Sett Went the said Pundamella Chudayah alledges the Replicants Attorney
the said Mr William Percival might have sold the said Vessell towards paying the
Replicants demand or words to that Effect which Plea could not now be aver'd the
said Pundamella Chudayah any more than this Replicant conceives the Allegations
now set forth by the Defendant his Principal and this Replicant prays it may be
further observed by this Honble Court that at the time Hirand Cause was answering
on the said Vessell William Percival was then alive and on the spot and Examined
as Witness on the part of the said Pundamella Chudayah and that the time of
the Commencement of the said Suit was after the time in which the present
Defendant alledges he sustained loss and Damages by the Conduct of the
said William Percival and this Replicant begs leave to refer it to the Consideration
of this Honble Court How the present Defendant who is the Principal from
whom the Debt is owing can support any Plea against this Replicants
Demand which can Release him from the Obligation he is under to Satisfy a

Decree

said Dinsdale Chadderton was his Correspondent in this place but that
he was at that time a Stranger to this Defendant the same Year in which the
Debt was Contracted as the this Replyants Agents who were then Agents to this
Defendant and this Defendant further saith that he hath suffered greatly through
the means of the Replyant as to the Replyants denying that any part of this
Defendants Effects ever came to his Hands or that there was ever any Debt recovered
by his Attorney, this Defendant says that the Replyants Attorney William
Perceval Esquire by Vertue of the Bill of Exchange did appraise the Goods
belonging to this Defendant and took the same for the discount of the amount of
the said Bill of Exchange or else the said Goods would not have been appraised
as he had two Vessells and House Mortgaged to him belonging to this Defend-
ant, and this Defendant alledges that the Replyant did receive at several
different times and on several Articles Sums of Money as is already set forth
in this Defendants account Current annexed to his Cross Bill of Complaint
which Sums were for the Payment of the said Bill of Exchange and this Defend-
ant waited on the said William Perceval at two different times and demand-
ed the Obligations which he the said William Perceval had on his hands
belonging to this Defendant who promised to deliver the same unto him, As
to the Replyant alledging that this Defendant did offer two Vessells to Mr
John Andrews he denies the same to be true but does say that by the order
of Mr John Andrews he was brought to Rotterdam as a Prisoner under
a Guard of Seamen and kept in Custody for the space of two Months and
that they would not admit him to go to Eat his proper Meals and the said
John Andrews threatned to Hang him and send him on Ship Board and
this Defendant denies that he came in the Evening to the House of the
Replyants Attorney but this Defendant saith that he was brought by
two Men about four of the Clock in the afternoon to the House of the Reply-
ants Attorney where under the said Guard he Continued until the next day about
twelve of the Clock at Noon and then this Defendant was removed by the said
Attorney of the Replyant to another House till his Outlawry came to enlarged
all which the said Replyants Attorney did say relating to this whole affair and
this Defendant says true and by this sided Answer he has already said
and does and will Maintain all and every thing therein contained to be true
as he says are therein and hereby alledged and Expressed &c.

Edward Lane Attorney
for Dipsodo Pennsylvania

place to be by this Honble Court appointed and prefixed then and there to
Answer this your Orators Bill of Complaint and further to hear and to
abide such order and Decree therein as to this Honble Court shall seem
Meet &c——

John Palmer
Solr for the Complainr

Recd an Copy the
16th June 1761

The Answer of Edward Burman by his
Attorney Andrew Ross of Madras Defendant to the
Cross Bill of Peyroute Rama Chitty late of Vizagapatam

This Defendant Andrew Ross now and at all times hereafter saving and
Reserving to himself all and all manner of Benefit and Advantage of Exception
to the many Errors uncertainties and imperfections in the said Bill and also to the
insufficiency of the Proceeding of the Cross Complainant in this Honble Court for
in bringing his Cross Bill and procuring Summons thereupon to compell this
Defendant (who has never had any Dealings with the Cross Complainant) to
Answer to such Cross suit on behalf of his Constituent humbly craveth
Resolution or Order of this Honble Court to compell this Defendant to give special
Bail to this Cross Suit to which this Defendant is Submits because this Honble
Court were pleased to Resolve that in Default thereof the Cross Complainant
should be Relieved from the Bail which he gave on the Original Suit brought
by this Defendant on the behalf of his Constituent and lastly in preserving a
Judgment of this Honble Court upon the Demurrer given in by this Defendant
to the Cross Suit for Dismissing the Demurrer and putting this Defendant
to his Answer which therefore rather than give the Cross Complainant an
Opportunity of being discharged from his Bail on the Original Suit (the
Consequence of which this Defendant believes would be) the Cross Complain-
ant to withdraw himself from the Jurisdiction of the Court and rather than
the Original Suit should be dismissed without a Regular hearing this Defend-
ant for Answer to the said Cross Suit or unto so much thereof as this Defendant
is advised doth materially concern him to make answer unto He this
Defendant Answereth and saith that he has never had any Dealings
with the Complainant and therefore he humbly conceives he is in
his own Person or Estate answerable for any Demands which the Cross
Complainant may make upon his Constituent Edward Burman
or upon the Deceased William Peacock who acted as Attorney for the
said Edward Burman or for the Actions or Transactions of either
the one or the other, or those of any Body else but his own and for Answer

to

one Thousand seven Hundred and fifty seven was offered in the Answer to the Original Bill Vizagapatam having been taken on June that Year and for securing the Payment thereof they did grant an Obligation by which they (a) Mortgaged two Boats and a House at Vizagapatam belonging to the Cross Complainant on which it was stipulated that the Mortgaged Effects should Remain in the Possession of the said Edward Berman or his Assigns but at the Costs Paid and Expence of the Cross Complainants till the said Bill of Exchange should be paid. That the said Edward Berman did send the said Bills and Copies of the Mortgage Obligation to William Perceval Esquire who was then Chief of Vizagapatam with the Cross Complainants Letters with Directions how to receive the Payment of the Bills and to take Care of the Effects agreeable to the Terms of the Mortgage till the Bills became due and if not paid to procure the Amount of the debt out of the Effects. That the said William Perceval did Receive the Bills of Exchange and the Instructions concerning the Mortgage that he procured the Bills to the Cross Complainant that the Cross Complainant accepted of the Instructions of the Debt and declared his Readiness to trust the said William Perceval in Possession of his Effects till the Amount should be discharged That Mr. Perceval did or was about to take Possession of some part of them or of the Whole but that Advice was Received of the Approach of Mr. Bayley with a French Army to attack the Place before the Expiration of the thirty Days when which the Bills ought to have been paid and of Course before Mr. Perceval could by the Terms of the Agreement dispose of the Effects after which other Concerns employed both Mr. Perceval and all the Inhabitants of Vizagapatam which made it impracticable to secure these Effects from the Enemy much more to get them converted into Money. That this Defendant therefore verily believes that no part of these Effects ever could be or were converted into Money is taken away by Mr. Perceval or by any body else for him and if they were taken by the French such loss must fall upon the Cross Complainant alone That this Defendant is absolutely ab[illegible] that any part of these Effects came into the Hands of this Constituent or to any body else upon his Account so that the Debt is not actually Remain'd discharged from the Cross Complainant unto this Day and all this is also well confirmed by the Depositions of this Honble Court in the Cause which Pandamalla Chiddapa who was agent and Attorney at this Place for the Cross Complainant brought against this Defendant to which Answers to relieve him from the Obligation of this Debt and to which Answers this Defendant Craves Leave to refer himself That it appears to be the Case that the Original Obligation entered into by

Private

more than for those irregular or unwarrantable Actions with which the Cross Complain-
ant boldly Charges the Deceased William Purcell Esq^r in his Answer to the Original
Bill but which this Defendant believes to be all grounded and what the Cross Complain-
ant cannot prove or if he could this Defendant humbly apprehends that neither himself
nor his Constituent Edward Burman can be any ways answerable for them And
this Defendant Humbly submits it to the candid Consideration of this Honourable Court
whether the proceedings of the Cross Complainant which has obliged this Defendant
falsely however has had any dealings with the Cross Complainant to bring to
prosecute a Suit at Law in this Honorable Court on the behalf of his Constituent Edward
Burman but to leave him and Neglect his other Business by defending this
Cross Suit wherein he is unjustifyed to state himself Defendant in Compliance to the
usual forms of the Court and to swear to an Answer which by subjecting the Person
so to do were to affirm the truth thereof upon Oath makes such Answer the Act
of this Defendant and not of his Constituent Edward Burman And this Defendant
therefore leaves it to the Judgement of this Honourable Court whether such Irregular
and Unusual Proceeding of the Cross Complainant does not Merit their particular
Notice and whether the Cross Complainant should not be ordered such Costs as is
usual in the like Cases. And this Defendant humbly prays to be hence dismissed
with such Costs and Charges which he has most wrongfully sustained &c.

Andrew Ross
Archibald Palmer
Att^y for the Defendant

Read and Filed
28th July 1761

The Replication of Pyrard Ramsay Chetty
of Madras Merchant Cross Complainant to the
Answer of Edward Burman by his Attorney Andrew
Ross of Hussars place Merchant Defendant

This Cross 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 uncertainties and imperfections in the said Answer contained for Replication thereunto
or unto any thing said that all the matters and things in this Cross Replicant
Bill mentioned as the same are therein alledged and set forth and that the Answer to the
said Bill is very untrue and insufficient in the Law to be replied unto and this Cross
Replicant says that he had a just Right to file his Cross Bill of Complaint &c.
against the Defendant to obtain his just right and properly and in such manner as by
the Regulations of this Honble Court the Cross Replicant was obliged to proceed
as hath more at large appeared the Cross Defendant by his Attorney Andrew Ross in order
that the Cross Suit might be carried on Regularly. After the Defendants Attorney

Replyant also admits that the said Edward Burrows did send the said Bill of Exchange as in the said Obligation unto William Perceval Esquire who was at that time Chief of Fort St George where this Cross Replyant then lived, but saith what Answers this Cross Replyant could not tell and after the said William Perceval Esquire Received the said Bill of Exchange he did before the Expiration of the time Limited for the Payment thereof insist that this Cross Replyant should discharge the same to him on account of the Cross Defendant which was a great hardship upon this Cross Replyant and that the said William Perceval Esquire sent two Peons to this Cross Replyant to demand the aforesaid Sum of Fifteen Hundred Pagodas which at that time was not due, or afore Days after the said William Perceval Esq. sent a Man to take this Cross Replyants Goods that were on his House in part payment of the said Bill of Exchange and that the said Goods were appraised at Ten per Cent less than the Companys Price and immediately were Carried away into the Possession of the said William Perceval Esq. as is already set forth in this Cross Replyants Account Current annexed to his Cross Bill of Complaint, and at sundry times this Cross Replyant has paid Sums of Money on several articles as will appear by the said Account Current and at the same time Cancelled all the Obligations which were then in the Hands of the said William Perceval Esq and this Cross Replyant further says that the said Commissioner by the Cross Defendant is very Litigious and has put this Reply and to very great Expence and that Hundreds from Carrying on his Business and therefore this Replyant prays that the said Cross Defendant may be obliged to make good all Losses sustained by this Replyant &c

which matters and things this Replyant is ready to aver and maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he hath already Prayed &c.

Edward Saunt Attorney for
Pyrah Ponnie Chetty &c.

Read and Filed the
25th August 1761

Rejoinder Edward Burrows by his Attorney &c.
Andrew Pugh of Madras Merchant to the Replication of
Pyrah Ponnie Chetty of the same place Merchant

THE Defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit of Exception to the many Errors Insufficiencies and Contradictions in the said Replication contained for Rejoinder thereunto saith that all the Matters and things in this Defendants said Answer contained are true and sufficient in the Law to be Replied unto and this Defendant further saith that notwithstanding the Replyant insists that the Proceedings in this Court ought to be had according to the Rules Usages and Regulations of

dated on the twenty Eighth day of October in the Year One Thousand Seven Hundred and fifty six Lastly and Severally Receive from Edward Burman the full and just Sum of Two Thousand Seven Hundred and Seventeen Pagodas fourteen fanams and thirty three Cash as per Bond and Agreement given under Their Hands and Seals dated on the aforesaid Year Twenty Eighth day of October a true Copy of which is hereunto annexed and We Thomas the aforesaid Pyrade Ramme Chitties Dogulla Venkie Chetty Bodoo Lachime and Muthianna Boy have only Complyed with the grant of their aforesaid Agreement so much that there now remains due unto the aforesaid Edward Burman the Sum of One Thousand four Hundred and ten Pagodas (1410) Current of Madras aforesaid exclusive of Interest to this day and Charges for conveying a Vessell called the Venkatashella from this Port of Madras unto the River of Veraga patam Therefore be it known unto all Men to whom this present Writeing doth or may Concern that We the aforesaid Bodoo Lachime and Muthianna Boy Commanders for and in the Name of the aforesaid Pyrade Ramme Chetty and Dogulla Venkie Chittee of Pondicode Merchants do for ourselves and for and in the Name and Names of Pyrade Ramme Chetty and Dogulla Venkie Chittee Assign Mortgage make over unto and Deliver unto the Possession of the aforesaid Edward Burman a Vessell now Riding in this Road of Madras being the Property of the aforesaid Pyrade Ramme Chittee called by the Name of the Venkatashella and Navigated by a Tendell Named Ambra Vade and We the said Bodo Lachime and Muthianna Boy do declare this Assignment of the aforesaid Vessell unto the aforesaid Edward Burman to be made by us Commanders aforesaid for and in Consideration of a further Security towards the Payment of a Bill of Exchange amounting to the Sum of One thousand four Hundred and ten Pagodas Current of Madras drawn by us Bodo Lachime and Muthianna Boy on the aforesaid Pyrade Ramme Chitte in favour of William Percival Esquire Chief of Veraga patam being for the Ballance of the aforesaid Account due this day from us Bodo Lachime and Muthianna Boy jointly with the said Pyrade Ramme Chittee and Dogulla Venkie Chetty unto the aforenamed Edward Burman which Ballance is now in the Hands of the aforesaid Pyrade Ramme Chittee — NOW the Terms and Conditions of the aforesaid Assignment are as hereafter mentioned viz That the said Vessell called the Venkatashella Master and Weather Permitting is to depart in Ten days from the Date hereof from this Port of Madras for the River of Veraga patam and to be Navigated by the aforesaid Tendell Ambra Vade among other Persons that shall be appointed by the said Edward Burman at the Risque Peril and Expence of the aforesaid Owner Pyrade Ramme Chittee and when the said Vessell is Arrived into the

River

has Agreed to take the aforesaid Upsall and Moore into his or their immediate Possession and to dispose of the same agreeable to the terms and Conditions herein before set forth for the Sale of the said Round Vessell Called the Venerable that is to say provided thereafter Said Pyrat Ramme Chilly does and not discharge the Bill of Exchange and Obligation in the Vaubertashela as hereinbefore Recited and We the aforesaid Bordo Lachemie and Thistmanna Pigs do by these Presents Covenant and Agree that this present Writing shall Contain the same Force and Validity as any Deed of Mortgage or Assignment can have Shall or might be drawn according to the Strictest forms of Law always Reserving a due Regard to the Intent and Meaning thereof and We the said Bordo Lachemie and Thomanna Pigs both for ourselves and as Executors for the aforesaid Pyrat Ramme Chitty and Ongalla Vaubertashy Chitty do declare that the Original Obligation Recited in the Preamble to this Assignment a true Copy of which is hereunto annexed as aforesaid shall be in full Force and Virtue only Being hereby to the Contrary notwithstanding Provided always that said Edmund Brennan shall deduct out of the said Obligation whatsoever Sum or Sums of Money shall be Recieved by Him or his Assigns by Virtue of this Present Writing or by Virtue of the Bill of Exchange herein Recited We the said Bordo Lachemie and Thomanna Pigs having Signed to two Writings of this Tenour and Date one Intire to two Writings being Executed the other to stand Void Witness our Hands and Seals in Fort Saint George this Twenty Eighth Day of April in the Year one Thousand Seven Hundred and fifty seven

Bordo Lachemie (Ld)

Thomanna Pigs (Ld)

Signed Sealed & Delivered
in Presence of Us who do Declare to have heard
this Present Writing Explained to the Mortgagers
by Dorabjah who was Produced by the said Mortgagers
for that Purpose.

George Stratton

John Wastebuke

No 2

Know all Men by these Presents that We Pyrat Ramme Chitty and Ongalla Vaubertashy Chitty of Pulicat Merchants also Bordo Lachemie

Three Eighths now Passed by the above bound Pyrate Thomas Chitty Cognetta Candoe
Chitty Boado Sackaine and Thomanna Roy is to be Carryed by Land by them or any
or either of them from this Place of Fort Saint George to any place or Places between this place
and that of Nizagapatam at their joint and Seperate Risque and Peril and to be answered
by them or any of them one half on Account of the aforesaid Obligers or any one or
all of the following Articles and in such proportions as they shall think most for the
benefit of the mutuall Concerns that is to say in any Sort or Sorts of Grain Seed Roots
or what is commonly called Weighing or Measureing Goods which Investment is to be
Freighted at the usuall Rates from such Port or Ports where they may be purchased to this
Port Saint George in such Vessell or Vessells as the above bound Obligers or
whosoever of them may proceed on this Negotiation shall think Proper And the
whole of the said Investment is to be Consigned to the aforesaid Edward Burman
and to be disposed of by him One half of the Nature of the Case only Excepted
Account and after the the said Edward Burman shall have discharged of the goods
purchased with the aforesaid Sum of One Thousand five Hundred New Madras
Pagodas together with those Goods purchased with the aforesaid Sum of three
Thousand Nine Hundred and Sixty Nine Arcot Rupees and three Eighths and have
Received the Amount of the Same he the said Edward Burman shall out of the Sales
of those Goods pay off all Charges Accruing thereon and after the Charges are so
paid he the said Edward Burman shall have full power and Authority to pay himself
out of the said Sales the aforesaid sum of Two Thousand seven Hundred and seventeen
Pagodas fourteen Fanams and thirty three Cash with the Interest that shall there
by due thereon after the Rate of Twenty four Fanams and thirty six Cash per day as
heretofore set forth the Amount of which Interest is to be Calculated at the Rate of
Eighty Cash for one Fanam and thirty six Fanams for one Gold Pagoda Current
of Fort Saint George aforesaid and whatsoever Sum or Sums they them Rem and each of
the aforesaid Sales it is to be devided as follows Viz. to say the said Edward
Burman is to keep to himself the one half of such Remaining Part and to the
said Edward Burman is to deliver the other half unto the above bound Obligers
or any of them But should the aforesaid Sales after deducting all the Charges
of this Negotiation prove insufficient to pay off the aforesaid Sum of Two Thousand
seven Hundred and Seventeen Pagodas fourteen Fanams and thirty three Cash
together with the Interest that shall be due thereon Now We the above bound
Roy at Peroume Chitty Cogulla Candoe Chitty Boado Sackaine and Thomanna
Roy do Jointly and Severally bind and oblige our Selves our Heirs Executors
and Administrators to pay or cause to be paid unto the aforesaid Edward
Burman his Executors Administrators or Assigns the full and just Amount
of one half Part of such Surplus Arising that no Controversy

I Pondamalle Chundrapen do by these Presents acknowledge my self held and firmly bound unto the above named Edward Brannan his Executors Administrators and Assigns for the Personal appearance of the above Defend Pyrade Ponna Chitty Coyulla Wen Soe Chitty Brado Sachime and Ruttanna Pooy on or before the first day of March next answering the Cause of the above Obligation to answer unto them the said Edward Brannan for the full Performance thereof sealed with my Seal and Dated in Fort St George this Twenty Eighth day of October One thousand seven Hundred and fifty Six

Signed Sealed and Delivered
(no Stamp Paper to be had)
in Presence of
Solon Smith
James Bound

Pondamalle Chundrapen (Ls)

No 3

Translate of a Letter from Pyrade Ponna Chittee to Madaya appa Moodeliar
15th December 1759

With Humble Submission

I am very well in Health as Manickpatnam this Day and Hope you will write me Concerning your Health which I am informed of by Moglapatta Vencatachame, The two Ships remain in Jagonad a for am Power to Repair by the Assistance of Rajavaur and Jagored with Sirpa ja cavaragonagaroo to Lode them with Grains, The Charges for this Vessell the Rajavaur undertakes to spare Rupees for and which Shave suited with Rajavaur

I intend to get her Repaired and Load her with Grain and her send her down to Madras where I had a mind to go with her, but in the meantime Mr Andrews sent two Peons to me to come to them Therefore went with those Peons to Manickpatam where I arrived two or three days ago, soon after I met Mr Andrews who told me that you was indebted to Mr Brannan one hundred Eighty Seven and Ninety five Pagodas Mr Ross desired me to Collect this Sum he then asked me will you pray this to me or will you go down to Madras to settle it there I answered him Pannianavy bad Condition and not able to pay this Shave Letter this by means of one Arnachellum Coyetan Brannans Dubash to pay one Hundred Pagodas every Year, Mr Andrews desired me to go to Madras and Settle with them and then advice him of it, that he might not give me further trouble

Moglapilla Vencatasha wrote me that when he Returned with Arnachellum Sour I came to Moglapilla Vencatasha and

Given on the Deposition of the said Mr William Percival & Jo Lawrence such Effects
in his Possession and for what Reason or on what Account and at whose Request did
the said William Percival take Possession of the same and did or did not the said Private
Banians Chitty agree or Consent to the said Effects being deposited in his the said William
Percivals Custody Do you Know of any Valuation put upon the said Goods & Sea
in what manner was such Valuation made Do you or do you not Know the
time when the French took Possession of Nizagapatam & Sea how long before was
the said Effects delivered into the Possession of the said William Percival Do you
know of any Effects being hired to Freight by the said William Percival of the said
Private Banians Chitty & Sea on whose account or on what Consideration was such
Effects hired & how long before the French took Possession of the said Settlement
was the said Effects hired was or was not the said Effects ready and in a fit
Condition for Sailing at the time the French took the said Place or was the Diffi-
culty in any Stores that Impeded her Sailing & Sea what Stores and who had the
Care of Providing the same and fitting her Ready for Sailing ——

To all the Witness Last ..... Do you Know or can you say any other matters or thing
material for the Complainant in this Cause & Sea set forth the same with your
Reasons at Large ——

Archdale Palmer
Agt for the Complainant

Mayors Court at Madraspatnam } Between Edward Burrows by his Attorney Andrew
Pope Complainant & Private Banians Chitty Defendant

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

Vandeceum Varadia of Madras Merchant Aged 50 Years or there-
abouts being produced as a Witness in this Cause on the part of the Complainant
was on the 21st day of July 1760 Sworn at the Office of Mr Arden Palmer Attorney
for the Defendant by Candeeya who left a Note of the Name Title and place of abode
of the said Vandeceum Varadia and afterwards on the same day being more
and Examined deposeth as Follows ——

1st ..... To the first Interrogatory this Deponent saith that
he has no Knowledge of the Complainant but did Know the Defendant 20 Years
or thereabouts ——

2d ..... To the third Interrogatory this Deponent
saith that he Knows and was acquainted with Mr William Percival
deceased

of the Complainant was on the 21st day of July 1760 Sworn at the Office of Mr
John Palmer Attorney for the Defendant by Vencaya who left a Note of the Name
Title and Place of abode of the said Mancanne Channa Vencanah and afterwards
on the same day being sworn and Examined deposeth as Follows

1st ..... To the first Interrogatory this Deponent saith that he has no Knowledge of the
Complainant but has known the Defendant 6 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith that he did know Mr William
Perceval deceased late Chief of Vizagapatam but saith that he does not know neither
has he been informed that the said William Perceval had any Effects belonging
to the Defendant or his Possession and saith that it is about three Years since the
French took Possession of Vizagapatam and this Deponent further saith that
he does not know of any Effects being Received by the said William Perceval
belonging to the Defendant and further saith not to any Particular question
ingluned of in this Interrogatory

3d ..... To the third and last Interrogatory this Deponent saith that about four days after
the Capture of Vizagapatam the Defendant as well as many People to the Number
Deponent that the French had seized his Effects and more
saith not to this Interrogatory

Mark Clarke
Cur

Mancanne alias Channa Vencanah

Interrogatories to be Administered to such Witness as shall be produced Sworn
and Examined on the part of the Complainant and Exhibit in a Cause wherein James Edward
Dawson by his Attorney Andrew Pigot is Complainant and Peter Pearse Clarke
Defendant

1st Whether Knowing ..... Do you know the Parties Complainant and Defend-
ant in this Cause or either of them? If Yea, How long have you known
them or either and which of them? Declare?

2d Whether Duly Sworn ..... Do you know or do you not know of any Demand
of Moneys Sum or Sums of Money being made by the Complainants
Attorney Mr Andrew Pigot on the Defendant? If Yea whether at what time
was it made Demand made) on whose Account and what was the Substance
of such Demand and what was the Defendants Answer upon such Demand
being made How came you by the Knowledge of such Demand being made
in such manner? The which declare as You know or do believe

To

Interpreter to Mr Pope and the Defendant and answers made thereto to the
2d Interrogatory. —

Mad Clarke

Vegeo

Madras Presidency

Major Edward Burman by his Attorney Andrew Pope Complainant and
Lynch Lawrence Chitty Defendant

DEPOSITIONS of Witnesses in this Cause on the part of the
taken by and before the Examiner in this Courtas Follows

Mr John Lewen Smith of Madras Merchant Aged 36 Years
or thereabouts being produced as a Witness in this Cause on the part of the
Complainant was on the 16th day of December 1765 Sworn at the Office of
Mr Richard Foyle Attorney for the Defendant by Comacopa who left a Note
of the Name Title and place of Abode of the said John Lewen Smith and
afterwards on the same day being Sworn and Examined deposeth as follows

1 ..... To the first Interrogatory this Deponent saith that he has known the Complainant
about 8 Years and the Defendant 6 Years or thereabouts

2 ..... To the third Interrogatory this Deponent saith that he did Know and was
acquainted with the Defendant at Vizagapatam above three Years that he
this Deponent always heard his Circumstances as a Merchant Represented
to be bad and that to the best of this Deponents Remembrance he was
once a Company's Merchant but had done no Business for that Capacity
for four Years on Account of his Circumstances being bad that this Deponent
Reasons for thinking them so were from the General Opinion of the Merchants at
Vizagapatam from the Defendants being indebted a Sum of Money for a
long Time to Mr Best which he Could not get from him as also this from
his this Deponents having a Bill upon the Defendant for two Pardaus and five
Pagodas which whenever demanded he always was desirous of paying
and Refused paying and saith that he this Deponent was acquainted with
him in the Year 1756 & 1757 and further saith that he has Known him
dealt for many People in the Country and Madras and saith
not having further Knowledge Deponent affirm this to be his 2d Interrogatory

Mad Clarke

L Smith

Interrogatories to be Administered to such Witnesses as shall be produced sworne and examined on the part and behalf of the Defendant in a certain Cause wherein Edward Burman by his Attorney Andrew Rose is Complainant and Pyndar Rowane Chetty is Defendant

1st Witness. 1st ..... Do you Know the Parties Complainant and Defendant in this Cause if Yea how long have you so Known them or either and which of them?

Cochanah Bungaa 2d ..... Do you Know or do you not Know of one William Perreaul ever sent for Nundeum Nauth the Defendant touching any Demand or Demands if Yea how came and what was such Demand or Demands And did not the said William Perreaul show any Paper writing or Contract to the said Defendant and at that time if Yea what was such Paper writing or Contract and what did the said Defendant say to the said William Perreaul and what was the Discourse that passed between the said Defendant and the said William Perreaul at that time Do you Know or do you not Know of any other Transactions that passed afterwards between the Defendant and the said William Perreaul relating to the aforesaid Demand if Yea Do you Know or do you not Know of any thing relating to any Effects of the Defendants if Yea what where did the same happen what was the amount of such Effects how long ago did they come how came or directions did the same happen and upon whose Account where the said Effects or what became of the said Effects afterwards Did the Defendant or did he not Letany Vessell or Vessells to freight if Yea where how long ago to whose and on whose Account what were the terms of the Freight or in what manner was the Freight to be accounted for and to what place was such Vessell or Vessells sent Was there or was there not any Cargo put on board the said Vessell or Vessells if Yea what Cargo by whom and on whose Request and for whose Account and what became of the said Vessell or Vessells the whole you Know touching this Affair from the beginning to the end to the best of your Knowledge and belief and how you came to Know the same particularly Declare?

Vish nefurndas 3d ..... Do You Know or do you not Know of the Defendant ever letany Vessell Mauzeerun Chuna or Vessells to Freight at Hoogly as the case of Yea to whom and how long ago what were such Vessell or Vessells and on what terms was the freight of such Vessell or Vessells was it for return of Money or what and on what occasion was the amount of such Freights to be accounted for with whom or on whose Account was such Vessell or Vessells sent after they were so freighted Was there or was there not any and what Cargo put on board the said Vessell or Vessells if Yea what Cargo by whom were it put on board and at whose Request and for whose Account and what became of the said Vessell or Vessells afterwards the whole you Know and Particularly Interrogated to the best of your Knowledge and belief Declare?

Foolbut Hoogee 4th ..... Do you Know any other matter or thing material for the Defendant?

270

Deponent does not Know at whose Request it was put on board or on whose account but saith that the Vessell was Seized by the French and more saith not to this Interrogatory

2d To the four th and last Interrogatory this Deponent saith not to any Particular Question Enquired off in this Interrogatory

Corbanab Buragas

Mad. Clerks

Mayor's Court at Madraspatnam

Between Edward Bonnor by his Attorney Andrew Ross Complainant and Byrah Ramma Chetta Defendant

Depositions of Witnesses on this Cause taken by and before the Commissioners in this Court as Follows

Nunducum Veraskee of Madras Merchant aged 50 Years or there abouts being produced as a Witness on this Cause on the part of the Defendant was on the 5th day of July 1760 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Commission who left at the Office of the Name Title and Place of abode of the said Nunducum Veraskee and of Commander on the same day being Sworn and Examined Deposeth as Follows

1st To the first Interrogatory this Deponent saith that he has a Knowledge of the Complainant but has known the Defendant 20 Years or there abouts

2d To the second Interrogatory this Deponent saith that he knows Mr William Percival did send for the Defendant on Relation to a Command about three Years past at Bengapatam, that he demanded the Sum of fifteen Hundred and 60 Pagodas being the amount of a Bill of Exchange which the Complainant had sent to him and said William Percival, that the said William Percival did show him the Defendant a Paper writing and Cowfan Seller at that time, and saith the said William Percival did ask the Defendant what were the Contents of the said Seller, that the Defendant Replyed that the Complainant demanded the Sum of fifteen Hundred Pagodas which he was indebted to him but that he the Defendant pleaded that was not so much however he would go home and see and then acquaint him the said William Percival what was the exact Sum and this Deponent saith that he knows of some transactions which past afterwards between the Defendant and the said William Percival relating to the aforesaid demand, that the said William Percival sent for the Defendant and told him unless he did not pay the above Sum of Money and demanded Security for the same upon which the Defendant Cutted Mr Percivals Throat and to his Custom which there was Law both Fine and Ceremony Cutted and many other things to the amount of 1500 Star Pagodas that there was what for Bayan the

Dor

of the Defendant do any Efforts to Freight a Voyage to Tuticorin and more Especially to any Particular Question enquired of in this Interrogatory

Ans^r ... To the Fourth and last Interrogatory this Deponent saith that about five days after the Departure of Thangapetam the Defendant told Him this Deponent that they had not Success and all their Efforts Endeavours had been to any Particular questions enquired of in this Interrogatory ...

Marcarenet Chinnanah Veerasamy

Mad^s Clerks

Henry Cooper Esq^r
Mad^s Advocate

Between Edward Brennan by his Attorney Andrew Ross Complainant and Ignatius Romano Elisaby Defendant

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

Vishnoo pundaroo of Madras Merchant aged 32 Years a Witness being produced as a Witness in this Cause on the part of the Defendant was on 5th day of July 1760 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant by Commissary who left a Note of the Name Title and place of abode of the said Vishnoopundaroo and afterwards on the same day being Sworn and Examined deposeth as follows

1 ... To the first Interrogatory this Deponent saith that he has no knowledge of the Complainant but has known the Defendant 15 Years or thereabouts

2 ... To the third Interrogatory this Deponent saith that he knows the Defendant did Let a Vessell to Freight a Voyage to Mr Percival about three Years ago that she was then Hired Vessell that the said Vessell was let for two thousand Rupees a Year which was to be paid half Yearly, Hatsell Rupees were to be made by the said Mr Percival that the ordered of the Freight was to be Given by the said Mr Percival to the Defendant and saith that the said Vessell was sent to Bengall and this Deponent further saith that there was a Cargo of Salt put on Board the said Vessell, and saith that he does not know but has heard that she was put on Board at the Request of Mr Percival and saith that he does not know or has any account know put on Board or what became of the said Vessell afterwards and more he saith not to any Particular Question enquired of in the said Interrogatory ...

Vishnoopundaroo

and Examined deposeth as Follows

1 ..... To the first Interrogatory this Deponent saith that he has no Knowledge of the Complainant but has known the Defendant 2 Years or thereabouts

2 ..... To the Second Interrogatory this Deponent saith he knows that the Defendant was brought a Prisoner to the House of Mr Andrew Pope that he was carried in by two Peons about 8 o Clock in the Afternoon and was shut up in a Room and Mr Pope gave orders to a Peon to stay at the Door and let no body speak with him, that he this Deponent does not Know how long time he Continued, that in the morning to speak to Mr Pope and saw the Defendant there and heard Mr Pope asking him how the arrears of Hagee Dubash when he intended to pay what he was indebted to the Complainant, that the Defendant Replied that he owed any Ballance due from him to the Complainant but he would settle the Same Daily which he had and do discharge it And answereth not to this or the last Interrogatory

Coondapoore Cobitty

Mast Clarke &c.

Mayors Court at Madraspatnam

Between Edward Bonnaer by his Attorney Andrew Pope Complainant and Pyrate Ramme Cobitty Defendant

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

Chuddeapaah of Madras Merchant Aged 55 Years or Monabouts being produced as a Witness in this Cause on the part of the Defendant sworn on the 16th day of December 1761 Sheweth at the Office of Mr Archdale Palmer Attorney for the Complainant by Canacapa Cholly a Mole of the Name Tribe and place of Abode of the said Chuddeapaah and afterwards on the same Day being sworn and Examined Deposeth as follows

1 ..... To the first Interrogatory this Deponent saith that he has known the Complainant 6 Days and the Defendant 20 Months or thereabouts

2 ..... To the Second Interrogatory this Deponent saith he knows that the Defendant was brought a Prisoner to the House of Mr Pope by two Peons and there since about three o Clock in the Afternoon and he this Deponent went home there at 8 o Clock and knows Complaint there all Night but does not know how he was treated and saith that he this Deponent went to Hagee Dubash and knows Morning to Mr Pope where Mr Pope by Threats of Hagee Dubash the Defendant who had an Order to secure the Complainant the Defendant Replied if he could make up Accounts he would pay what he was indebted to the Complainant he would do Day by Day and more than this or the last Interrogatory

Chuddeapaah

this Deponent on account of the Defendant, and this Deponent further saith that the said Bills were shown to the aforesaid Pyrale Ponnome Chitty but not accepted by him; and that he this Deponent does not know for what Sum they were drawn and further saith that he does not know what is become of the said Bills of Exchange but believes they were lost when the French took Vizagapatam and this Deponent saith this is his Interrogatory

3 To the third and last Interrogatory this Deponent saith that Pyrale Ponnome Chitty told him this Deponent that he could not pay the above Bills of Exchange for which Reason Mr Greenwood tendered for Acceptance, and more saith and to any Particular Question or Interrogatory

Matt Clarke Jr.

William Percevall

A true Copy from the Records of the Hon.ble the Mayors Court

J. M. Stone
Dep.t

Mayor's Court as
Madras Patnam

Tuesday the 9th day of May
Anno Domini 1758

Present
Samuel Sudley Esquire Mayor
James Alexander John Dadison &
Charles Tavner Aldermen

Between Pundamulla Chudderpah
of Madras Merchant Complainant and Edward
Brennan also of Madras Merchant Defendant

Mayor's Court

Upon reading on the Part and Behalf of the Complainant and Admitted this Day on the Presence of the Parties and their Attorneys on both sides, an Hearing the Complainants Bill the Defendants Answer, the Replication and Rejoinder the Interrogatories on the part of the Complainant and their Depositions thereto and the Interrogatories on the part of the Defendant with their Depositions thereto, on hearing the Proceedings made in the by their Attorneys and on their Counsel learned thereon, It appearing to this Court that the said Defendant Edward Brennan indebted unto the said Pyrale Ponnome Chitty Pundamulla Chudderpah Chitty, Pundamulla Chitty and Ponnome Chitty for the Performance of which the Complainant is bound and Remains undertaken the Defendant not having been able to obtain Payment of the Bills of Exchange which the Proceeds for the amount

D

a Mortgage Obligation of a Vessell and a House belonging to the Original Defendant together with a Bill of Exchange on the Original Defendant for Pagodas 1510 — — Being the Amount of the said Mortgage Obligation, payable thirty days after sight with directions to the said William Pascoal Esquire to procure Payment of the same, That the said William Pascoal Esquire did in Consequence thereof take Possession of the said Vessell, together with sundry other Effects belonging to the Original Defendant, as set forth in the Account Current annexed to the Original Defendants Answer, That the said Vessell and Goods did therefore from that time Remain at the Risque, Peril, and Expence of him the said William Pascoal Esquire, Expressing likewise to the Court, That the Vessell did never Perform the Voyage for which she was taken upon Freight by the said William Pascoal Esquire, The Court are therefore of Opinion that the Charge of Freight and the said Vessell ought not to be allowed the Cross Complainant. The Court doth therefore Unanimously by their Said Order and Decree order and direct accordingly by Order and Decree, That the Cross Complainant shall be allowed all the Articles Charged in the Account Current annexed to his Answer to the Original Complainants Bill, with the Interest thereon, except the Articles of Pagodas 2000 Charged for Freight of the said Vessell, That the Sum of Pags 1510 — — being the Amount of the Bill of Exchange together with such Interest as was due thereon to the time the same became Payable shall be deducted out of the Amount of the Vessell and Goods with the Charges thereon as set forth in the Original Defendants Answer and Account Current annexed to have been signed by the Original Complainants Attorney William Pascoal Esquire, and which shall be in full Satisfaction of the Original Complainants Demand, and that the Cross Complainant may have his Action against the Estate of the said William Pascoal Esquire, for the Amount of whatever was signed by him exceeding the Amount of the said Bill of Exchange with the Interest thereon, And it appears to the Court that the Original

Complainant

a Mortgage Obligation of a Vessell and a House belonging to the Original Defendant together with a Bill of Exchange on the Original Defendant for Pagodas 1510 ... Being the Amount of the said Mortgage Obligation, payable Thirty days after sight with directions to the said William Perceval Esquire to procure Payment of the same, That the said William Perceval Esquire did in Consequence thereof take Possession of the said Vessell, together with sundry other Effects belonging to the Original Defendant, as setforth in the Account Current annexed to the Original Defendants Answer, That the said Vessell and Goods did Remain in the Custody of the said William Perceval Esquire a Considerable time after the date Bill of Exchange became due, That the said William Perceval Esquire did Neglect to dispose of the said Vessell and Goods at the time the said Bill of Exchange became due, The Court are therefore of Opinion that they ought not to forbear to be at the Charge and Expence of the Original Defendant, but that such a part of them as were sufficient to discharge the said Bill of Exchange with the Interest thereon, should then Remain at the Charge and Expence of the Original Complainant and as it does not appear that the said William Perceval Esquire had any Orders from the Complainant the Original Complainant to Demand or Recover from the Original Defendant any more than the Amount of the said Bill of Exchange, That the Produce of the Amount of the said Vessell and Goods did therefore from that time Remain at the Risque, Cost and Expence of him the said William Perceval Esquire, Notwithstanding likewise to the Court that the Vessell did never Perform the Voyage for which she was taken upon Freight by the said William Perceval Esquire, The Court are therefore of Opinion that the Charge of Freight on the said Vessell ought not to be allowed the Cross Complainant. The Court doth therefore Unanimously by their Said Order and Decree and doth accordingly by Order and Decree, that the Cross Complainant shall be allowed all the Articles Charged in the Account annexed to his Answer to the Original Complainants Bill, with the Interest thereon, except the Articles of Pagodas 2000 Charged for Freight of the said Vessell, That the Sum of Pags 1510 ... being the Amount of the Bill of Exchange together with such Interest as was due thereon to the time the same became Payable shall be deducted out of the Amount of the Vessell and Goods with the Charges thereon as setforth in the Original Defendants Answer and Account Current thereunto Annexed to have been signed by the Original Complainants Attorney William Perceval Esquire, and which shall be in full Satisfaction of the Original Complainants Demand and that the Cross Complainant may have his Action against the Estate of the said William Perceval Esquire, for the Amount of whatever was Signed by him exceeding the Amount of the said Bill of Exchange with the Interest Thereon; And it appears to the Court that the Original

Complainant

Attorney Andrew Rose was Complainant and the said Cyrate Ponnie Chetty ---
Defendant, and the said Cyrate Ponnie Chetty Complainant and the said Edward
Bonnaire by his Attorney Andrew Rose Defendant ---- and upon due Consideration
had of the Matters Hereon severally contained and of the Pleadings and Arguments
used by the Attorneys on both Sides --- This Court doth think fit to Order and
Decree and doth accordingly Order and Decree, that the Decree of the Worble the
Mayors Court given in this Cause do stand Confirmed and that the Appellants
Petition be hence dismissed, and that the Appellant do pay all Costs of
this Appeal .....

per Curr
W.m Aldersey Clerk of Appeals

Filed the 23 September
Read the 28th Ditto } 1762

To the Honourable the Mayors Court
at Madrasapatanam

Humbly Complaineth Shewith unto this Worble Court your Orator
John McQueen Ensigne in the Honourable Companys Service, That John Martin
Belmer of Madras inhabitant but late an Ensigne in the Honble Companys
Service stands indebted to your Orator in the Sum of Two Hundred Pagodas
Current Money of Madras upon an Obligation making in Sterling Money of
Great Britain according to Pagoda Eight Shillings the Sum of Two Hundred
Pounds, which Obligation is ready to be produced to this Worble Court when Required
Your Orator further sheweth unto this Honourable Court that he hath frequently
and in an amicable manner Required Payment from the said John Martin
Belmer of the said Sum of Two Hundred Pagodas But true it is may it please
this Honourable Court the said John Martin Belmer absolutely and wilfully
Refuses to give your Orator any manner of Satisfaction Therefore by the Premises
your Orator therefore prays a general Relief such as to this Worble Court shall appear
agreeable to equity and good Conscience and to the End Therefore that the said John
Martin Belmer may upon his Corporal Oath true and perfect Answer make
to all and Singular the matters and things herein before alledged and as fully
fully truly and effectually to all intents and purposes as if the same were here again
Repeated and interrogated and he Decreed to pay unto your Orator the aforesaid
Sum of Two Hundred Pagodas with all Interest due thereon also all Costs
of this Suit

May it Please this Honourable Court because the
said John Martin Belmer absconded and Departed Lyth the Jurisdiction

Read and filed
25 September 1762

To the Hon.ble Le Vie Mayor &c Court at
Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court your
Orator Gannack Jacob of Madras Merchant That whereas Sagavaguelo and Mercada
Pethanna alias Thomas of the same Place Merchant stands entitled to your Orator in the
Sum of One Thousand one Hundred and fifty seven Pagodas and thirty Fanams
carrying an Sterling Money of Great Britain at the Rate of Eight Shillings for every
Pagoda one Hundred and twenty four Pounds two Shillings as more fully and
at large appears upon Reference to the Bond or Obligation thereof to be produced when
Required by this Hon.ble Court and whereas Your Orator hath frequently and
in the Amicable manner demanded Payment thereof
But so it is may it please this Hon.ble Court the said
Sagavaguelo and Mercada Pethanna contriving and Wilfully
Refuses Your Orator any manner of Satisfaction touching the Premises Your
Orator therefore prays a General Relief such as to this Hon.ble Court shall appear
agreable to equity and good Conscience To the End therefore that the said
Sagavaguelo and Mercada Pethanna may upon their Corporal Oaths true and
Perfect Answers make to all and Singular the Premises and things herein before
alledged and set forth as fully fully and Effectually to all intents and Purposes
as tho same were here again Repeated and Interrogated and be Decreed to
Pay unto Your Orator the said Sum of One Thousand one Hundred and fifty seven
Pagodas thirty Fanams together with all such Interest as aforesaid or hereafter
shall become due thereon also all Costs of this Suit
May it Please this Hon.ble Court to Cause the
said Sagavaguelo and Mercada Pethanna to be Summoned and Regularly
Proceeded with &c Fort St George Town of Madraspatnam and the Districts
thereof Personally Sole and Appear at a Certain time and place to be by this
Hon.ble Court Limited 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 Honourable Court shall seem Meet

Lovedale Palmer
Attorney for the Complainant

the said Moothee Mootah obstinately and wilfully Refuses your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a Genl Relief such as to this Honble Court shall appear agreeable to equity and good Conscience to the End therefore that the said Moothee Mootah may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as truely fully and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto your Orator the sum of two Hundred and fifty five Pagodas together with all such Interest as more or hereafter shall become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Moothee Mootah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and district thereof personally to be and appear at a certain time and place to be by this Honble Court prefixed and appointed there and there to Answer this your Orators Bill of Complaint and further to do and abide such Order and Decree as to this Honourable Court shall seem Meet

Archdale Palmer
Atty for the Complainant

Majors Court at Madraspatnam

Tuesday the 5th day of October Anno Domini 1762

Present

Peter Marsette Esqure Mayor
John Bourcheir Abraham Browne
Aldermen

Between Gonach Jacob of Madras Merchant Complainant and Moothee Mootah also of the same place Merchant Defendant

The Defendant appearing in Court and acknowledging the Justness of the Complainants Demand This Court doth thereby for this Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of two Hundred and fifty five Pagodas [255] together with all such Interest as more or hereafter shall become due thereon until full payment is made also all Costs of this Suit

Majors Court
L. S

Mayors Court at Madraspatnam

Tuesday the 12th day of October Anno Domini 1762

Present

Peter Mariette Esquire Mayor

John Cattaud John Debonnaire

Jonathan Browne Aldermen

Between Daniel de Castro of London Merchant by his Attorney Daniel de Castro of this place Merchant and Daniel de Castro Executor to the Estate of Dorothea Lopez Fernandez deceased late of Negapatam Bale Mestre commonly called Negapatam Pinagood Colatty also of the same place Merchant Defendant

Mayors Court

The Defendant appearing in Court and acknowledging the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Four Thousand Pagodas together with all such Interest as shall become due thereon until payment is made also all Costs of this Suit

By Court

Taken the 13 April 1763

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court your Orator Robert Orme of Madras Merchant Administrator to his Brother Gregory Ormes deceased That Thomas Marrat, Pogue Cachie and Ega Amick of Madras Merchants stands indebted to your Orator in the full and just Sum of Two Thousand Two Hundred Star Pagodas which at Two Shillings and three Pence for every Pagoda will amount to the Sum of Two Hundred and Eighty four Pounds of Great Britain Sterling Money of Great Britain as will more fully and at large appear by a Translate of an Obligation jointly given by them Viz for their Subsistence herewith annexed to which your Orator most Humbly Refers and prays Leave may be admitted as part of this your Orators Bill of Complaint and your Orator further sheweth unto this Honble Court that he has frequently and in an amicable manner demanded of the aforesaid Sum of Two Hundred Star Pagodas of the said

Thomas

And we do also hereby declare to have executed two Obligations of the same Tenor
Date one of which to be accomplished and the other to stand Void dated at Ispahan
the seventh of June One Thousand seven hundred and fifty five

Witnesses (LS) (LS) (LS)

Larguis the Mayor of Salyth ..... (LS)
Amer John the Son of Dawd ..... (LS)
Manuscuran the Son of Mendose Pana Ram (LS)
Pedro Avid the Son of Padre Johannes .... (LS)
Sathaw the Son of Coja Mille ..... (LS)

Sworn Held the 2d April 1761 Sworn to the true Translation from the Augmenia Coby
Rhuddeen Agapeesy Calendar

Peter Maree Mayor

Read and Filed the 2d June 1761

Answer of Johannes Mareer, Pogos Cachick and Coja Avid of Merchants Madras Merchants Defendants to the Bill of Complaint of Bejohn Outaun del Administrator to the Estate of Gorguin Outaun late Deceased Complainant

These Defendants now and at all times hereafter saving and Reserving to themselves all and all manner of Benefit of Exception to the many Errors uncertainties and imperfections in the said Bill contained for Answer thereunto or unto so much thereof as these Defendants are advised is material or necessary for them to make answer thereunto These Defendants Answer and say That they admit that these Defendants Wifes did execute an Obligation as Recited by the Complainant in his Bill of Complaint but these Defendants do positively deny that they are Indebted to the Complainant for the same as the said Obligation was Obtained from these Defendants said Wives by Compulsion and did they ever Receive any Valuable Consideration for the same but in order to set these Defendants Pleas in the clearest light these Defendants pray the attention of this Honble Court to a Narrative of the Transaction of all the Circumstances that relate to the said Demand These Defendants believe that it is well known to this Honble Court the present deplorable situation of the Kingdom of Persia which owing and for some time past has been in the Hands of an Arbitrary and Tyrannical Government which took place upon the Death of Nadir Shaw then King of Persia by which not only these Defendants but many of these Defendants

Nation

Name The Obligation mention Dispute Bears / although these Defendants believe that the said Sanguis is the person that is intended therein / brought at Court aforesaid with the said Obligation and made a Demand thereof on these Defendants said Wives but being Refused Payment, applyed to the said Magistrates Thomas Hewson Chief there for Redress on the Premises who well knowing the contentfull manner in which the said Obligation was drawn would give the said Gorgeus Outaundel no manner of Redress who upon finding no Payment could be procured as the said Gorgeus Outaundell said by the Complainant to be his Brother was about to Return to the said Sanguis at Ispahan and knowing that the Reasons for these said Defendants Wives not discharging the said Obligation were Publick procured a Certificate thereof from several of the Inhabitants of Cork to satisfy the said Sanguis that he had Regularly Demanded the same and before as the said Gorgeus Outaundel on his way to Ispahan aforesaid has by Publick Report Lyed, in what manner is not Known to these Defendants nor is the Complainant Known by these Defendants to be the Brother of the said Gorgeus Outaundell But these Defendants are Humbly of Opinion they have given good and sufficient Reasons to this Honble Court to say the said Obligation ought not to be Remainder of these Defendants. However provable and unlawfull manner in which the same was procured These Defendants hope will induce this this Honble Court duely Considering thereof and Cases to Annull the same All Publick Matters and Things these Defendants are ready to answer maintain and prove as this Honble Court shall direct and humbly Prays to be hence dismissed with their Reasonable Costs and Charges in their behalf most wrongfully Sustained

Brendale Palmer
Atty for the Defendants

Rendered &c
the 18th August 1701

The Replication of Sr John Outaundell Administrator to the Estate of Gorgeus Outaundell Complainant To the Answer of Johannes Marcus Pagus Cockish and Ezra Alvish Defendants

This Repliant now and at all times hereafter saving and Reserving to himself all and all manner of benefit and advantage of Exception to Manner unto his Answer and insufficiencies

an

All such matters and things this Repliyant is Ready to aver main=
=tain and prove as this Honble Court shall direct and humbly Prays as
on and by his said Bill he has already Prayed

Edward Jane Attorney
for the Repliyant

Read and filed the
20th October 1761

Rejoinder of Thomas Marrow, Pogus Cabduck
and Coja Arrid of Madras Merchants to the Replication
of Byjoba Dasawndel of the same place

These Defendants now and at all times hereafter saving and e=
=Reserving to themselves all and all manner of Benefit of Exception to the many Errors
contrarities and insufficiencies in the said Replication contained for Rejoinder thereunto
saith that these Defendants Answer is true and sufficient in the Law to be Repliyed
unto and these Defendants further say that they insist that the Obligation the Com=
=plainant now sues upon was obtained by Compulsion as set forth in this defend=
=ants Answer These Defendants still insist that their Wives did not Receive
the Sums Recited in the said Replication nor any other than what is set forth in these
defendants said Answer the truth of which will appear by the Repliyants brothers
declaration made at Cook And this Defendants say that Depositions of Witnesses
taken in Persia (unless by the Authority and Commission of this Honble Court)
can be of no weight to prove the Repliyants demand These defendants submit that
the said Women Requested of one Padry Dued to draw out the said Obligations for
them to Execute but it was when they were Compelled to give such Obligations that
with for which the said Padre Dued can answer when called upon These defendants
allodge that the Repliyant must be very Ignorant of the true state of Persia in the
late unhappy Revolutions to assert that it was never known that any Persons
Obtained Obligations from Women without valuable Considerations when there
has been such frequent Instances of Extortion in this Case. The Consequences of the
said Revolutions These defendants are much at a loss to know what could induce
the Repliyant to assert that Women not only of the Profession of those in question but those
of all other Professions are very cautious in giving Obligations without Receiving the
full value of them in answer to which these defendants say that however cautious
Women may be in such Cases it is also well known and these defendants believe
by every Body that the ardent Fondness of their sex rendered more than one be more
more easy to be Compelled to give such Obligations than Men are to what they

Rejoinder

belief, and how You came to know the same particularly declare? ———

To Interrogt: 3rd ..... Do You know or do You not know, whether Perry Nan the Wife of Bawoo Manoo Mary the Wife of Pagoo Cadachi and Mary the Wife of Coja Ariel Defendants in this Cause, ever applyed themselves to a Certain Person named Gorguin Outandell, Brother to the Complainant, desiring him to lend them, the said Women any Summ or Summs of Money? If Yea, when and Where did the same happen? What Summ or Summs of Money did the said Gorguin Outandel Lend the said Women, and what Security did the said Women Give the said Gorguin Outandell for the Repayment of the Money so lent? Did the said Gorguin Outandell ever desire You to pay any Summ or Summs of Money to the said Women upon his Account? If Yea what Summ or Summs of Money did You pay to the said Women, upon Account of the said Gorguin Outandell, and to which of them did You pay it? The whole You know touching this Affair, from the beginning to the End, to the best of Your Knowledge and Belief, and how You came to know the same particularly declare? ———

To the Rev.d Padre Arathoon and Macarthus Minas

4th ..... Do You know or do You not know, whether Coja Ariel, one of the Defendants in this Cause, ever offered the Complainant any Summ or Summs of Money to discharge him the said Coja Ariel of his part of a joint Obligation granted by the Wives of the Defendants to Gorguin Outandell deceased Brother to the Complainant? If Yea where and when did the same happen and what Summ or Summs of Money did the said Coja Ariel offer the Complainant? The whole You know touching this Affair to the best of Your Knowledge and Belief and how you came to know the same particularly declare? ———

To all the Witnesses

5th ..... Do You know or can You say any other Matter or thing Material for the Complainant in this Cause? If declare the same as You know, have heard or do believe with the Reasons of such Your Knowledge or Belief

Richard Hyde
Attorney for the Complainant

Madras Court of Judicature

Between Mr. John Outandell Complainant
and Summa Mercar, Pagoo Cadachi & Coja Ariel Defendants

Depositions of Witnesses in this Cause taken sworn and before the Examining in the Court as follows ———

Nanda Lane of Madras, Wife of Padre Arnatoon aged 30 Years or thereabouts

Court there the abovementioned Sum they could not have got away and were
saith and to their Interrogatory — Sarapeon Begoby

Mad[ras] Clarke
Ex[r]

Mayors Court at
Madraspatnam

Between Begoby Outandel Complainant and Joannes
Mercar, Pogus Catchick & Coja Aviet Defendants

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiners
in this Court as follows

Padre Aratboon of Madras Aged 53 Years or thereabouts being produced
as a Witness in this Cause on the part of the Complainant was on the 11th day of
January 1762 sworn at the Office of Mr Archdale Palmer Attorney for the
Defendants by Consent who left a Note of the Name Title and Place of Abode
of the said Padre Aratboon and afterwards on the same day being sworn
and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Com=
=plainant 2 or 3 Years Joannes Mercar & Coja Aviet about 28 Years and
Pogus Catchick 20 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that Coja Aviet one the Defend=
=ants in this Cause did desire him this Deponent to offer the Complainant
the Sum of six Hundred Rupees provided he would discharge the Defendants
from the Bonds given by their Wives to Gourgueve Outandel that is about
two Years and a half past at Madras —— Padre Aratboon

Mad[ras] Clarke
Ex[r]

Mayors Court at
Madraspatnam

Between Begoby Outandel Complainant and Joannes
Mercar, Pogus Catchick and Coja Aviet Defendants

DEPOSITIONS of Witnesses on this Cause taken by and before the Examiners
in this Court as follows

Moorastoon Mezam of Madras Merchant Aged 38 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on the 9th
day of January 1762 sworn at the Office of Mr Archdale Palmer Attorney for
the Defendants by Consent who left a Note of the Name Title and place of abode
of the said Moorastoon Mezam and afterwards on the same day being
sworn and Examined deposeth as follows —

or what was such paper called? were or are not the same true Copy? whether the paper that the said Exhibit were Copied from? were or are not the said Exhibits looked upon, and esteemed by People of your Nation Authentick or not? Declare the whole as you know and do believe

Sharur Sultan 5th ... Do you know or are Acquainted with the Government of Persia? if you Joseph Marot has not the same been Subject to Revolutions? If Yea of what Nature? and what were the Occasion of such Revolutions? and what sort of Government did such Revolutions produce? and what Effect had such Government upon the Subjects of the said Government? and since when? or for how long time has such Revolutions taken place? and what places by name have been subject to such Government? Do you know of any Bond or Obligation obtained by Compulsion during such Government? If you what Bond, or to your Knowledge was so Compelled to sign the same? and in what manner were such Obligations discharged? Declare.

Sharur Sultan 6th ... Had you or had you not any Conversation with the Complainant Mackertom Mirzon Concerning the Obligation now in dispute? and demanded of the Defendants on Account of their Wives? If yes what was such Conversation? both on your part and that of the Complainant? Fully to be Declare.

Lastly the Witness ... Do you know or can you say any other matter or thing material for the Defendants or this Cause? If yes set forth the same as you know, or do believe with the Reasons of such your Knowledge and belief

Lexdale Palmer
Attorney for the Defendant

Mayors Court at Madras aforesaid } Between Boyton Outram Esqr his Attorney MrS Packard Esqr Complainant and Joannes Marcar Pogus Carbuchiam & Coja Aviet Defendants

Depositions of Witnesses on this Cause to be sworn before the Examiner in this Court as follows viz.

Boyton Serafeene of Madras Armenian Aged 48 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendants was on the 30th day of January 1762 at the Office of MrS Packard Esqr Attorney for the Complainant by Andrew Pelo who left at Mode of the Name Title and place of Abode of the said Boyton Serafeene and afterwards on the same day being sworn and Examined deposeth as follows viz.

To ... To the first Interrogatory this Deponent saith that he has known the Complainant

To the last Interrogatory this Deponent saith that to any particular Question
inquired off in this Interrogatory

Henry Cranford Jnr &c.

Sadve Joannes

Mayors Court at Madraspatam } Between Bryan Auckland Esqr his Attorney M.r Richard Tyfe Complainant
And Joannes Marcar, Pogas Catchick, and Cojaabied Defendants

Depositions of Witness in this Cause taken by and before the Commissioners in this Court as follows

Thadeus Sarkand of Madras Armenian Aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 30th day of January 1762 Sworn at the Office of M.r Richard Tyfe Attorney for the Complainant by Andrew Pitt who left a Note of the Name Thadeus Sarkand place of Abode of the said Thadeus Sarkand and afterwards on the same day being sworn and Examined Deposeth as Follows

To the first Interrogatory this Deponent saith that he knows the Complainant 2 Years or thereabouts and the Defendants 18 Years

To the fourth Interrogatory this Deponent saith that he knows the Exhibits A and B and that the signed thereon are the Hand Copys by the desire of Pogas Catchick but does not know whose the second Copys are to the foregoing Instrument, He says that one of them is a Certificate from Gregorio Antonio de Cand the other is a discharge from Jacques and that they are Recorded and Looked upon as Authentick and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any particular question inquired off in this Interrogatory

Henry Cranford Jnr &c.

Thadeus Sarkand

Mayors Court at Madraspatam } Between Bryan Auckland Esqr his Attorney M.r Richard Tyfe Complainant & Joannes Marcar Pogas Catchick & Cojaabied Defendants

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

Joannes Sultare of Madras Armenian Aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 30th day of January 1762 Sworn at the Office of M.r Richard Tyfe Attorney for the Defendant Complainant by Andrew Pitt who left a Note of

Mayors Court at Madras } Between Cyprian Ostaworski Esqr his Attorney ats Richard Joyce Complainant and Joanna Marcar Regus Galchuck and Cajee Aviet Defendants

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

Joseph Marcar of Madras Armenian Aged 29 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 30th day of January 1762 Sworn at the Office of Mr Richard Joyce Attorney for the Complainant by Andrew Pier who left Note of the Name Title and Place of abode of the said Joseph Marcar and thereupon on the same day being sworn and Examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he has known the Complainant 12 Years and the Defendants He has known Joanna Marcar and Regus Galchuck about 12 Years and Cajee Aviet Marcar 12 Years

2d To the second Interrogatory this Deponent saith, that he cannot have any Knowledge of the Government of Persia being only 15 Years old when he left that place and therefore is not able to give any Account of the Revolutions that that Government has been subject to, or any thing that has happened on that Account but since he has been there has learnt from those parts from whom he was informed of the troubles which obliged them to leave their Country He knows that his Family were Confined to give Bonds to the amount 20 Thousand Rupees or thereabouts which he discharged at his place and to the best and answere saith no more to this or the last Interrogatory

Henry Crawford Jun.r

Joseph Marcar

Mayors Court at Madras } Between Cyprian Ostaworski Esqr his Attorney &c Richard Joyce Complainant and Joanna Marcar Regus Galchuck & Cajee Aviet defendants

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

Hovandoon Muzzano of Madras Armenian Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 30th day of January 1762 Sworn at the Office of Mr Richard Joyce Attorney for the Complainant by Andrew Pier who left Note of the Name Title and place of abode of the said Hovandoon Muzzano and thereupon on the same day being sworn and Examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he has known the Complainant

assaking together three hundred Romans the head of the Romans for the Conveying them away and Marching Ready to go and the Said Cotland chaw Sirnamed who owed the Government a Sum of three Hundred Romans came up and Assigned Evidence against the said Ladies for three hundred Romans threatning they should not depart before they had payd them and upon their replying that they never confessed owing any thing to him the Cotlandchaw the said Cotland chaw had brought them before the Governour telling him their Ladies did not pay him he was not unable to pay his debt to the Government upon which the said Ladies had been obliged by Threatning to pass an Account of the aforesaid falsly pretended three Hundred Romans augmented with 100 pound a Bond for Four hundred and Twenty Romans in favour of the Cotland and who likewise in Consequence of it had been Constrained to pass a Bond of an equal Sum in favour of the Seraph of Ayana the Cohan named Kafana the Cotland and after ensuring that as well as the said Ladies had been forced by more Violence to Confess themselves owers of this debt further declared the Cotland and to be known to him by having been present that the Cotland chaw Sirnam had sent for the two sisters of Shawanies for now Present and demanded them a Sum of seven hundred Romans by telling their Mother was owing to him no more upon the said two Sisters had answered him that their Mothers did owe nothing to him the Cotland chaw which they could prove by a discharge given by him the Cotland chaw to their Mother before her departure which being appeared that there was not debt restaint whereupon the said Sisters had said That as and help if you will not Comply by fair Means to pay that Amount I shall well get it from You by force and blows whereupon the Ladies they could not pay the Sum Thoughthey Should take their Life going thereaway from them one of the two Sisters would have had drowned herself in a Well out of Desperation if not those that were with them hindered it Being come home the said Ladies had advised together with him the Cotland and what might be to do in this Affair and resolved that as they had already made so many Expences and seeing themselves of from Cote by Force they would make Enquirie the said Cotlandchaw so good as they could and being Gone again the next day for that purpose to the Cotlandchaw accompanied by him the Cotland, they had at last agreed together for two hundred and Eighty Romans which they had been Constrained to Confess and Resting that they should Remit to the Gorgan Merchant Gorgan Mustfa Mahyar a Sum of One hundred and Twenty five Romans Secondly to the Servant of Godge Molaza named Ouannyan a Sum of One Hundred Thirty six Romans Thirdly to another Gorgan Merchant named Gorgan Ouannyan the Fourty five Romans and that after having concluded the Affair they were dismissed from Ispahan yet Remaining the Cotland a few days more in Ispahan the often mentioned Author had still embraced the

The Virgins of the Writing is that when Mr. Shawmier Sullom went on a Voyage he gave me two Bills of Exchange of the same tenor for the Sum of 12000 Rupees and also another Bill for 2000 Rupees, Those Bills I have sent for to Recover but not being accepted were Returned back to me which being the Cause the amount of the above Bills was increased to the Sum of 32000 Rupees which Sum at present I Margarus did Receive fully and justly at Ispahan and from this day I have no thing to demand from aforesaid Sultan nor have any other Deputy about it, But should at any time happen to appear any Copys of the said Bills by me Subscribed and Sealed and shall Remain of no Force or Vigour and Subscribed that I have nothing of power in the prosecution of the said Avias Sultan, The Bills that I have given out by Avias Sultan and her Son Shawmier Sultan are Void, Dated at Ispahan 17th January 1754

The Above is Drawn by my own Accord and I Margus Signed and Sealed it

Witness
Hanan Manuchehan Parsedan

A true Copy from the Original
Padre Abraham Semore
Melchisedec de Pt. Stefano
Padre Ovanes Gagner
Padre Assist de Pt. Ovanes
Pe. Balthazar de Melgue
Hanan Masurus

A true Copy from a Copy of the Original
Pe. Ovanes de Pe. Nartes
Judas Jacobs
Joannes Gulamus

A true Translation from a Copy of a Copy of the Original

M. Peters

Translate of an Attested Copy of the Attested Copy of a Letter said to have been written by Gregorio the Son of Mathaniel and Declaration of several People, on the Contents of the said Letter bearing Date at Cossack July the 15th 1756

To the Armenian Gentlemen

Gentlemen

I Gregorio the Son of Mathaniel having had sent unto I Mary the Wife of Cojo Pogos, and I Mary the Wife of Cojo Johannes and Mary the

The Contents of the said Obligation, were Interpreted, & the said Ladys, In Answer thereto, Have the said Ladys saying as above ..... (L.S)

Translate of a Declaration

In this Place was written in Gorgean Language ..... (L.S)

I Eschadhow the Son of Owan Johe do hereby declare that to me the Contents of the said Obligation were Interpreted of the said Ladys In Answer thereto I have Caused the said Ladys saying as above ..... (L.S)

I Padre Johannes the Son of Miguel do hereby declare to have put my Seal to the Original of this Writing, and this to be a true Copy of the Original ... (L.S)

I Padre Johannes the Son of Padry Stephano do hereby declare to have put my Seal to the Original of this Writing and this to be a true Copy of the Original ..... (L.S)

I Marcos the Son Lazhanare do hereby declare this to be a true Copy from the Original ..... (L.S)

I Coetadas the Son of Owan Johe do hereby declare to have put my Seal to the Original of this Writing, and this to be a true Copy of the Original ..... (L.S)

I Padre Johannes the Son of Padry Denis do hereby Declare this writing to be a true Copy of an Attested Copy ..... (L.S)

I Thadeus the Son of Avehad do hereby Declare this Writing to be a true Copy of an Attested Copy _____

I do hereby declare this Writing to be a true Copy of an attested Copy _____

A true Translation from the Original as near as can be, and best known My Knowledge

of Thaddeus Aga Perry C.

Mayor's Court } At Madrespatnam } the 30th day of March Anno Domini 1802 _____

(L.S)

Present

John Segrem Smith Esquire Mayor

Peter Manette ——— Esq. Labore Debonaire

Aldermen

Between Boyds Attorney of Madras Merchant Plaintiff to his Brother Gregory Defendant

and Answer and the several Exhibits of the Worlble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the thirtieth day of March last past, and upon due Consideration had of the Matters therein contained and of the Pleadings made and Arguments used by the Attornies on both sides The Court doth think fit to Order and Decree, and doth accordingly Order and Decree that the Decree of the Worlble the Mayors Court given in this Cause be reversed and confirmed and that the Appellants Petition be dismissed with Costs ...

Geo: W. Hathaway Clerk of Appeals

Fort St George 15th September 1763

To the Worlble the Mayors Court at Madrapatnam

Humbly Complaining Sheweth unto the Worlble Court your Orator Richard Swinfield now Residing at Musulipatam Merchant by his Attorney John Call of Madraspatam Mayor of Worlbling that Thomas Bala Shastra Dofs of the same place Merchant stands indebted to your Orator in the Sum of three Thousand Pagodas making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda One Thousand two Hundred Pounds All which will more fully Appear upon Reference to a Bond Ready to be Produced when Required by this Worlble Court and Whereas your Orator said Attorney hath often and in an Amicable manner Demanded Payment of the said Sum from the said Bala Shastra Dofs But now so it may please this Worlble Court the said Bala Shastra Dofs Artfully and Wilfully Refuses your Orator any Manner of Satisfaction touching the Premises your Orator therefore Prays a General Relief as to this Worlble Court shall appear agreable to equity and good Conscience to the end and purpose that the said Bala Shastra Dofs may upon his Corporal Oath above and Perfect Answer make full and Ingenuous Discovery of the Premises and Set forth distinctly fully and Effectually to all Intents and purposes as if the same were again Repeated and Interrogated and be Decreed to pay unto Your Orator the said Sum of three Thousand Pagodas together with all such Interest as now is or may grow due thereon and all Costs of this Suit ...

May it please this Worlble Court to Cause the said Bala Shastra Dofs to be Subpoenaed and Required by the Sheriff of Fort Saint George Town of Madraspatnam and Deputy thereof Personally to be and appear

Cesar Louis Taylor now Residing at Chingleput Merchant that Thomas Andy Norman of Madras Conepty Aforesaid is indebted to your Orator in the Sum of One Thousand and twenty four Pagodas making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda four Hundred and ten Pounds as will more fully appear upon Reference to an Account Ready to be produced when Required by this Honble Court and whereas your Orator hath frequently and in an Amicable manner Demanded Payment thereof

But true it is to Say that the said Andy Norman well knowing the Premises your Orator pretends to Equity and Good Conscience to be Entitled unto from him the said Andy Norman but now Combining and Confederating with Persons unknown to your Orator to defraud your Orator of the Same he the said Andy Norman refuses to pay the same or any part thereof to your Orator

In Tender Consideration whereof and for as much as your Orator is remediless in the Premises save in this Honble Court where Matters of this Nature are usually Heard Relieved and Determined and to the End and Intent the said Andy Norman may upon his Corporal Oath true and Perfect Answer make to all and Singular the Premises and as fully fully and Effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto your Orator the aforesaid Sum of One Thousand and twenty five Pagodas together with all such Interest as now is or hereafter Shall become due thereon and all Costs of Suit

May it please this Honble Court to cause the said Andy Norman to be Summoned and Required by the Sheriff of Fort Saint George Island of Madras Factories and Districts thereof Personally to be and appear at a certain time and Place to be by this Honble Court Appointed 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

Ivesdale & Delarue
Attorneys for the Complainant

Mayor's Court at Madras Saturday

(L.S.)

Present

Peter Maxwell Esquire Mayor
John Holland Esquire Deputy Governor
Francis Forbes Esquire Aldermen

Between Cesar Louis Taylor now Residing at Chingleput Merchant Complainant & Andy Norman of Madras Conepty Defendant

On the Defendant not coming this day to hear the Complainants

Sunday the 2d day of November
Anno Domini 1763

Madras aforesaid Merchant stands indebted to your Orator in the full and just Sum of fifty nine Pagodas Current Money of Madras making at Eight Shillings each Pagoda in Sterling Money the Sum of Twenty two Pounds and Eight Shillings Sterl Money of Great Britain by his Note Obligatory bearing date on or about the Eleventh Day of July in the Year of Our Lord One Thousand Seven Hundred and fifty Nine as by a Translate thereof hereunto annexed for the inspection of this Honble Court more fully and at large appear Therefore your Orator humbly Prays and prays the same may be admitted as part of this your Orators Bill of Complaint

But now so it is May it please this Honble Court although your Orator hath frequently and in the most favorable manner demanded payment of the aforesaid Sum of fifty nine Pagodas of the said Defendt he the said Defendt wilfully and obstinately Refuses to pay the aforesaid or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a General Relief unless to this Honble Court shall appear agreable to equity and good Conscience

To the end therefore that the said Defendt may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things herein before alledged and as fully truly and effectually to all intents and purposes as if the same were herein repeated and interrogated and he decreed to pay unto your Orator the aforesaid Sum of fifty nine Pagodas with Int thereon as also all Costs of this Suit

May it therefore please this Honble Court to cause the said Defendt to be summoned and Required by the Sheriff of Fort St George & Court of Madras for the time being and the Assistants thereof personally to be and appear before this Honble Court for the said and appointed and there and then to Answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem meet

Wm Bishop
Attorney for the Complainant

Madras 11th July 1759

The Defendt Nellapanda Mordecan declares by acknowledges to have Given an Obligation to Govr and Council that there is due to you fifty nine Pagodas therefore Sum to Govr upon Security for Balance Acct of Provisions Arrack and Mutchelle Godown to which he Refused Doing the aforesaid Bills of Sale

Govr

to your Orator in the Sum of Nine hundred and seventy three Pagodas seventeen fanams and twenty eight Cash equaling in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda Nine hundred and Seventy three Pagodas Eighteen Shillings & Two pence three farthings appear upon Reference to a Note of Hand ready to be produced when Required by this Honble Court and whereas your Orator hath frequently and in a most Amicable Manner demanded Payment of the said Sum Defendants refuse May it please this Honble Court the said Condapeach Chitty Sreenapah Chitty and Soyer Chitty Absolutely and wilfully Refuse your Orator any manner of Satisfaction touching the Premises your Orator therefore prays Leave of this Honble Court that the said Condapeach Chitty Sreenapah Chitty and Soyer Chitty may upon their Corporal Oaths true and Direct Answers make to all and singular the Matters and things herein before alledged and set forth as fully fully and effectually to all Intents and purposes as if the same were herein particularly repeated and interrogated and he Prayed to pay unto your Orator the said Sum of Nine Hundred and seventy three Pagodas seventeen fanams and twenty eight Cash together with Sale such Interest as moves or hereafter shall become due thereon also all Cost of this Suit .....

May it please this Honble Court to cause the said Condapeach Chitty Sreenapah Chitty and Soyer Moodo Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras personally and that they personally 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 and abide such Order and Decree as to this Honble Court shall seem Meet.

Soolsdale Palmer
Solr for the Complainant

This Bill being shewn to me before the Court I Order for my Appointment to Summons & Issue thereon

Town Hall the 29th November 1762 Peter Maxwell
Mayor

of this Hon'ble Court to have Required and your Order further thereto made this ... Hon'ble Court that he has often and on an Amicable manner requested payment of the aforesaid Sum of five Hundred and six Pagodas but now so it is may it please this Hon'ble Court the said Jonathan Blake obstinately and wilfully Refuses to give your Orator any manner of Satisfaction or the Premises your Orator therefore prays Equal Relief such as to this Hon'ble Court shall appear agreable to equity and good Conscience Tother End therefore that the said Jonathan Blake may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and interrogated and so directed to pray costs your Orator the aforesaid sum of five Hundred and twelve Pagodas also Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit May it please this Hon'ble Court to cause the said Jonathan Blake 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 Hon'ble Court appointed and for ever thereafter to stand to and abide such Order and Decree thereon as to this Hon'ble Court shall seem Meet

Edward Jarvis
Solr for the Complainant

Sur on fur the 11th July 1761 ——

The Answer of Jonathan Blake now Residing in Madras Merchant Defendant to the Bill of Complaint of William Turner of the same place Ensign of foot Complainant

The Defendant now and at all times hereafter saving and Reserving to himself all and all manner benefit of Exceptions to the many errors uncertainties and imperfections in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth Conceive himself to make answer unto he this defendant Answereth and saith that he absolutely denys that he is indebted to the Complainant in the sum of five hundred and six Pagodas or any sum whatever But on order thereof to this Hon'ble Court that the Complainant have no manner of foundation whatsoever in Law or Equity for the Present Suit this Defendant prays the allowance of this Hon'ble Court Saith that the Defendant is a Free Inhabitant of this Place and not a Soldier and further this defendant saith that he is employed under the Contractor that Victuals the Army whereon the Fields that he extracts he Receives the Quantity of Cattle mentioned in the Complainants

Defendants said Answer Contained for Replication Hereunto saith that all and singular the matters and things in this Replicants Bill are true as the same are therein alledged and set forth and that the Answer to the said Bill is very untrue unperfect and insufficient in the Law to be Replyed unto and this Replicant also says that now his taking the Command of Fort Moore in Shatauo Creek Mark was past Master of the Rolands of that place this Replicant further saith that on the Thirteenth day of April in the Year one thousand seven hundred and sixty having had intelligence of a great Number of Cattle being at Dunmaddy where there was a Fort where at that time was one Brigade of the French and Shawnese were the said Bands. This Replicant also saith that there was very Lengthy Conversation which Passed Relating to this whole Affair and sent for the said Condell Mack and told him that he got intelligence of a large quantity of Cattle belonging to the Enemy and desired the said Condell Mack if he had any Indians that knew the Roads and Cattages belonging to the French he sent him with a Party of this Replicants which he thought would take the Cattle for Guides to prevent any Claim the Country People might make of them if any were Found upon which this Replicant detached off the said Condell Mack Indians and proceeded and the next Day in the Morning this Replicant fell in with the said Cattle near an Aldeque belonging to Dunmaddy and driving them from a party of the French. Upon which them off and took from them Two Hundred of Oxen Thirteen Bonnaster and Upwards of the French till the fifth day of August one Thousand seven Hundred and sixty and then was taken by them by Major Rogers and this Replicant further saith that the second of May in the same Year he was ordered to join the Army with his Party and after his Honour did Demand of the Defendant for the said Two Hundred and Ten Cattle the Defendant in Answer said he had no Money to pay them then, but that he expected Money every day from Hostries and desired this Replicant to Give him a Certificate to whom to take the Cattle to receive from the said Replicant and saith that Being then ordered to take the Command of Cuttatoe Island Opportunity of Returning the Payment again till the twenty eighth of August one Thousand seven Hundred and sixty then the Defendant should be sure not Having that Opportunity a Second Certificate from this Replicant which he gave him and this Replicant further says that he cannot Discover how the Defendant can with justice deny the Payment thereof and make out Plea that he has paid the orders for the said Cattle as this Replicant having the Defendants Receipt for them received any more Cattle in proportion of the Cattle that was Ordered this Replicant Allows with that the Defendant cannot give any just Reason why he refuse the Orders given for the said Cattle without acquainting this Replicant of

the

Upon this Defendant is humbly of Opinion that the Receipt of Cattle given to the Collector upon the Receipt of them can in no wise make this Defendant Responsible for the Amount thereof as such Account was only a Corkscrew could be Deemed as such of the said Cattles being brought to Comp: this Defendants Business there being according to the Nature of his Office to Receive all Cattle Brought there which Office being duly Constituted this Defendant Presumes it will Appear on the Judgment of this Honble Court that as in the said Office he was under the Orders and Directions of Eyre Cooke Esqr the Commanding Officer there the most material Use made use of by this Defendant and which will most Clearly Appear is that the Amount of the said Cattle was paid the owners there of by the Directions or that which it would be Deemed the Orders of a Madman for this Defendant procuring his said Office to have paid the Applicant or any other Person whatever for the said Cattle This Defendant cannot think that the said Eyre Cooke Esquire intended That the Applicant should be paid for the same Unless Such Person gave him a Letter to that Effect. Nor the said Eyre Cooke Esquire would of Course have entended the same to this Defendant And not have given Contrary directions concerning the same and this Defendant says as in his said Answer he has already said and does and will maintain all and every thing therein Contained to be true as the same are therein and thereby Alledged and Expressed.

Jno Inderle Palmer
Attorney for the Defendant

Fort St David 26th June 1760. Received your 2 Letters the 6th closed the 200 Pallocks you ordered may be sent hither for them as well as all others you may have as they possibly might be Retchery were you to send them this way this person has as well as all others that fall into your hands are to be for the benefit of your Duty Sam Lr Lear must humble serve. Francis Rayland Secretary

Fort St. John Hazewell Esqre Mayor and Jubilee Pallock dwelling and practising at Fort St. George on the Coast of Choromandel in the East Indies by Captain Clotworthy Empson and Mariner do hereby Certify and Attest that the aforegoing is a true Copy Examined and Compared with the Original. In Witness whereof I have hereunto set my Hand and caused the Seal of my Office in Fort St. George this 3d day of September Anno Domini 1763.

J. H. Hazewell
Mayor 1762.

2nd Answer. To the second Interrogatory this Deponent saith that he Resided at Bellgaroom about 2 Months and saith that to his Knowledge the Complainant did take some Cattle belonging to the French that he believes the Number was one Thousand or Thereabouts and were taken at a place called Panmallee and this Deponent further saith not to any Particular Question asked him at the last Interrogatory

Edward Nash

Matt Clarke (his X mark)

Mayor's Court &c
Between Nelson Complainant
and Pudhuse Baker Defendant

Depositions of Witness in this Cause taken Upon and before the Commissioners this Court as follows

Moodo Pistoreetu of Madras Boatsman Aged 26 Years a Witness produced on the part of the Complainant was sworn the 15th day of Sept 1761 Interpreted by Mr Archibald Palmer Attorney for the Defendant by Coorapa who left a Book of the Roman Letter and place of Abode of the said Moodo Pistoreetu and afterwards on the same day being sworn and examined deposeth as follows

1st Interrogatory

To the first Interrogatory this Deponent saith that he has known the Complainant and Defendant for 2 Years and the Defendant for Months or Thereabouts

2nd Interrogatory

To the Second Interrogatory this Deponent saith that he this Deponent Resided at Bellgaroom about 2 Months and saith that to his Knowledge the Complainant did take some Cattle belonging to the French that he believes the Number was one Thousand or Thereabouts as also some taken at Pannmallee and more saith not to this Interrogatory

3rd Interrogatory

To the third and last Interrogatory this Deponent saith that he has been told of Pannmallee coming to this Deponent and desired he would speak to the Complainant to Return their Cattle and they would make him a Recompence in Money and saith that the Complainant told him this Deponent that he had Received any Order from the Colonel to send them at large and more saith not to this Interrogatory

Matt Clarke (his X mark)

Moodo Pistoreetu

Examined on this Cause on Interr

Benjamin a Coloured Aged 30 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 10th day of July 1763 Sworn at the Office of M. Richard Taylor Attorney for the Complainant by Commission to Examine Witnesses and Records of Chancery and afterwards on the same day being answered and examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith he hath known the Complainant 20 Years and Upwards and 10 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith that he only knows of the Number of Cattle being Received by the Master the Defendant as he was ordered by the Master to pay for the same Wherefore this Deponent is wholly ignorant on what Account or for what Cause the said Cattle were so Received and saith not more to this or the last Interrogatory

Benjamin

Henry Cranford

Examined on this Cause on Interr

Bridges a Mulatto Servant Complainants and Jonathan Blake Defendant

Deponent of Antigua on this Cause taken by and before the Examiners in this Court as follows

Antonio Lobanore of Madras a Portuguese Aged 27 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 10th day of July 1763 Sworn at the Office of M. Richard Taylor Attorney for the Complainant by Commission to Examine Witnesses and Records of Chancery and afterwards on the same day being answered and examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he hath known the Complainant 11 Years and Upwards and 7 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith that he did Receive about 500 Head of Cattle being Cheefly Bullocks with Cows and Calves from the Complainants Negroes the Defendant whom he owed but Cannot Recollect that he ever received any Cattle more or Number than before mentioned but the Cattle were for those Cattle that he the Deponent and a Company of Moors did pay for the Cattle to Peter Hudson Esqr and he believes that the Defendants paid the Money to Peter Esqr He before the Hon Court to Hear Examine

Antonio

16th day of July 1762 Sworn at the Office of Mr Rickard Lyle Attorney for the Complainant by Comissn who left a Rule of the Court & Subpoena of the said Defendt and afterwards on the same day being sworn and examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he has no Knowledge of the Complainant but has Known the Defendant 3 Years or thereabouts

2d To the fourth Interrogatory this Deponent saith that to his Knowledge there were Orders delivered to the Defendant by Mr Russell for Shipping of some Cattle & he the said Defendant had Received that those Orders were Conveyed by one of Mr Russells Servants and that the said Cattle consisting of Bullocks Cows & Calves were brought into Camp by Mr Turner and more he cannot to this or the last Interrogatory

Henry Cornelius

Jno Monke

Interrogatories to be Administered Mr Claud Russell a Witness to be produced sworn and examined on a Certain Cause wherein one William Turner of Madras Ensign is Complainant and Jonathan Blake late of Madras but now at Cuddalore is Defendant

1st Do you Know the parties Complainant and Defendant in this Cause or either of them & if you how long have you so known them or either and which of them declare

2d Do you Know or do you not Know or are you acquainted with the Nature of the Defendants employ at Camp? & if you what is his duty and Business in time of War when any Cattle is sent to the Camp & from by any out Party? and whose Orders is the Defendant under in Regard to the Payment for such Cattle do you Know or do you not Know of any Enquiry made by you Concerning any Cattle sent to Camp by the Complainant & if you when any & what Cattle, and at whose Request did you make such Enquiry and what was the Result of such enquiry the Whole with the Reasons of your Knowledge declare

Last Do you Know or can you say any other matter or thing Material for the Defendant in this Cause? if you set forth the same with your Reasons at Large?

Daniel Fleetwood
Humph Harper
Daniel Vear

Archd Dalrymple
Atty for the Defendant

Mayors Court
Madraspatnam

Tuesday the 30th day of November
Anno Domini 1762

(L.S)

Present

Peter Marriette Esquire Mayor
John Ballard, Thomas Powney
Jonathan Bourne & Thomas May
Aldermen

Between William Turner of Madras Cowper
in the Honble Companys Service Complainant and
Jonathan Blake late of Madras but at Present Residing
at Cuddalore Defendant

This Cause coming on to be heard and debated this Day in the Presence of the Complainant and the Attornies on both sides on Reading the Complainants Bill, the Answer of the Defendant the Replication and Rejoinder two Exhibits on the part of the Complainant the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant and hearing the Pleadings made use of by the Attornies and mature Consideration had thereon It appearing to the Court that the Complainant has not produced sufficient proof that the Cattle in Dispute were a Legal Prize taken by him from the Enemy and the Defendant having proved that he did pay the Value of the said Cattle to the People who appeared to be the owners of them by Virtue of an Order from Mr Claud Russell who was directed by the Commander in Chief to enquire in the said Affair This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill shall stand dismissed with Costs

By Court

Read and Filed
16th December 1762

To the Worshipful the Mayors Court at Madraspatnam

The Humble Petition of Moorthy Chitty and Narrata
Thatcharna Chitty of Madras Merchants

Most Humbly Sheweth Thomas Pelling of Madras Merchant having filed

a

called upon at each and every our Respective desire and Request to Settle and
Adjust our said Copartnership to the best of their Knowledge and Judgment to part
divide and Seperate the Estate and Effects of the said Copartnership between us as afore-
said on such terms and Conditions as shall be Agreed by them just Right and Equitable
And We the said Batta Woodoo Chitty do Consent and Hold ourself bound by these my &c.
Obligation to fulfill and abide to the Several and Respective Articles agreed upon by our
aforesaid Relations whom we desire as Witnesses thereto which Articles are as follows
(that is to say) The Estate and Effects of Sandy Patty shall be subject and liable &c.
Charged with the following debts due to Poety Moorthy Chitty Adam Saccaram Moothoo
Chitty, Alammeram Gangaram Chitty and Pooshpakaja Nazaran Chitty the aforesaid Moorthy
Chitty, and Umaida Thayarra Chitty shall have hold Possess and Enjoy all the Real and
Personal Estate as well the outstanding debts of what Kind or Nature soever that am lying
and being on Sandy Patty to defray the same.

The aforesaid Batta Woodoo Chitty shall pay the several
and Respective debts due to the Creditors at Madras & also shall Settle and Adjust
the Account depending between him and Nainar and pay the said Nainar the
Ballance (if any) that may Appear due to him and also shall Pay and discharge
the Debt due to Acharam at Ft Stone

The aforesaid Batta Woodoo Chitty shall be Intitled to
Receive the Ballances of Accounts due on the Copartnership from the Respective
Debtors at Madras also the Money due from Velleya Moodelar and also the Money
due upon Respondentia and Adventures

I the aforesaid Batta Woodoo Chitty do hereby declare
my Assent and Approbation to the Several and Respective Covenants and Articles
agreed upon by the aforesaid Parties and do Acquit and discharge the
aforesaid Moorthy Chitty and Umaida Thayarra Chitty of the said Copartnership
and due Performance thereof and then & Not according to Witness my Hand the
Day and Year above said

(Signed) Batta Woodoo Chitty

Witness

Batta Woodoo Chitty
Sab Gramany Ungan Chitty } Their Marks
Coman bacan Book Chitty
Ed Conrad Paddy Chitty
Adam bacan Moothoo Chitty } Signed
Alamgangan Chitty

Known translated from the Original in Malabar Language as Near as can be taken
by Covenant Sworn Interpreter

Wm Benson
Ag. for the Obligors

Signed at my House in Fort St George the 21st day of October One thousand
seven Hundred and fifty three

Nathl Edwd Kindersley Thomas Chengalvaroya
Pearkary Pranchullum
Augustus Cole in Fort St George the 21st day of Johnstone Hughes } Justices
October 1753 Matt Clarke Reg.r John Pybus }

A true Copy from the Original
J. McStorq
Not. Pub.

Received the Sum of Two Pagodas from the Hand paid by
Changalvaroya Mootalay Baby Row Proxy to Rangaya Mootalay Row in full
for the Purchase of the House and Ground in the Pedda Naigues Pettah
in Sangha Garden Street between the House of Candappa and Timmanna
in Length Ninety four feet and in Breadth Forty to have and to hold
the said House and Ground unto the said Changall Roya Mootalay his
Heirs and Assigns for Ever Witness my Hand at Fort St George Eleven
Clock the 6th Feby 1761

Signed Venkata Krishnama

Registered
February 28th 1761

W.m Monsoor } J
M Thompson Reg.r W.m Johnson }

A True Copy from the Original
J. McStorq
Not. Pub.

Died 18th October
Aged 19th Yrs } 1761.

In the Mayors Court at Madrass

Upon Complaint exhibited this day to this Court by
Jno Carter Thomas Bonney Edward Ryland & Thomas Hornbuckle Three
of the Aldermen of the Town of Madrass Merchants Plaintiffs
against Thomas Pace Merchant Defendant in a Plea
of Debt on Bond for the Sum of Two Thousand four Hundred and Thirty one Pagodas
with Interest at the Rate of Eight Shillings
per Cent per Month and Costs of Suit Defendant at the Rate of Eight Shillings per Month
for every Pagoda One Thousand and Forty Pounds Eight Shillings per Month
as well after as before the Date of Judgment upon Reference being had to the
Obligation Dated the 6th Instant when Required by this Worthy Court and
Thomas Jno Carter hath frequently and in a most Amicable manner

Answered

to be the most Reverend the Comptroller & Bill duly & carefully read & deliberately
Perused & made Mr Court doth thereupon think fit to Order and decree and doth accordingly
Order and decree that the Defendant shall pay unto the Complainant the full & just
Sum of two thousand five hundred and thirty one Pagodas 18 Dgs 25 31 m p together
with all such Interest as ever is or hereafter shall become due thereon according to the
Tenor of the Obligation (mentioned in) & Bill of Complaint & make also all Costs of this Suit
to him

Dated 18th October 1762
Read 19th do

In the Humble Petn of Hanway Compton
& Anderson Complainants

Humbly Complaining shew unto this Honble Court your Orator
Andrew Pope of Madras Merchant that Whereas Bala Rushwadeo of the same
Place Merchant stands indebted to your Orator in the Sum of four thousand four
Hundred and thirteen Pagodas two Fanams and fifty eight Cash on Account
Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda
the Sum of two thousand five Hundred & sixty four Pounds four Shillings and five
Pence for there Bonds as well Ensure fully appear upon Reference to several Bonds
of the said Bala Rushwadeo ready to be produced when Required by this Honble
Court And whereas your Orator hath frequently and in an amicable manner
demanded Payment of the said Sum from the said Bala Rushwadeo But now so
it is May it please this Honble Court the said Bala Rushwadeo absconded and
wilfully Refuses your Orator any Manner of Satisfaction touching the Premises
Your Orator therefore Prays a General Relief as to this Honble Court shall
appear agreeable to Equity And Good Conscience to be and therefore that the
said Bala Rushwadeo 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
as fully fully and Effectually to all Intents and Purposes as if the same were
herein Repeated and Interrogated and he Decreed to pay unto your Orator
the said Sum of two thousand four Hundred and thirty four Pagodas two Fanams
and fifty Eight Cash together with all such Interest as ever is or hereafter shall
become due thereon about the Costs of this Suit May it Please this Honble
Court to Grant Unto the said Bala Rushwadeo Writ of Summons And Regular by the
Bailiff of Fort St George Clerk of the Peace and the Dubash thereof
Directed to be Read appear at a certain time and Place to be by this Honble
Court Limited and appointed then and there to Answer the your Orator's
Bill of Complaint and further to stand to and Abide such Order and Decree
therein

of Jurisdiction Exchange &c. Pounds your Orator Benjamin Bolzaack
as to this Honble Court shall Compear agreeable to equity and good Conscience Setting
forth that he and Mannuck Lingapa Mudeliar Inhabitants of the Coast of
Coromandel and Parts thereunto adjacent and Subjects of the Crown of
Great Britain were duly and Lawfully Arrested and Imprisoned by the Sheriff
of Fort St George Joseph Maddox Gentleman and the Abstracts Money &c personally to be and appear at
a Session to be held by this Honble Court & Defendant appointed then and there to Answer
the Complaint of your Orator Bill of Complaint and further to abide and perform such Order and Decree as to this
Honble Court shall seem meet.

Nelliadoraswamy Mudeliar
the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 16th December
Anno Domini 1760.

Present

Peter Manwaring Esquire Mayor
Robert Benyon Esquire Abraham Bridges
& Robert Dannell Aldermen

Between Nelliadoraswamy Inhabitant Complainant and Mannuck
Mudeliar also of the same place Inhabitant defendant

The Defendant appearing in Court and acknowledging the Contents of the Complainants declaration This
Court doth therefore think fit both to and thereupon doth accordingly Order and Decree that the defendant
shall pay unto the Complainant the full and just Sum of Eighty Pagodas Pag 80 / together with Interest
Interest as more so hereafter shall become due thereon until full Payment is made according to the
Course of this Obligation / and also all Costs of this Suit / Peter

Entered Filed
30th November 1763

To the Honble the Mayor's Court at
Madraspatnam

Humbly Complaineth &c sheweth unto this Honble Court
Your Orator Nelliadoraswamy of Madras Merchant That Colonel Stringer late of the
same place Merchant aforesaid in debted unto Your Orator in the Sum of
Sum of Two Hundred and Ninety Pagodas Current Money of Madras on their
Exchange Money of Great Britain according every Pagoda eight Shillings
Sterling Pounds Current Money of Madras as well Principal
sum

Witness
Thos Madowen
Rangoon Mudali Chetty

B

Madras the 25th November 1862

Know all Men by these Presents We Shantha Perum Mudaliar Chetty do hereby acknowledge to have Borrowed and Received from Shantha Perum Subbanna Chetty the full and just Sum of Two Hundred and Ninety Star Pagodas Current Money of Madras which Sum I promise to pay with the Interest of Nine per Cent per Annum and for the further Security I do hereby Mortgage a Bill of Sale of a House Situated at Veda Naigues Pettah or Tsavambaadi Pagoda Street between the Houses of Chetty Maula and Mella Chetty for the more I do hereby Certify and bind my self to Execute such Writings as may be requisite

Witness
Thos Madowen
Rangoon Mudali Chetty

Drawn and Signed by Shantapa

B

Madras the 25th November 1862

Know all Men by these Presents We Shantha Perum Mudaliar Chetty do hereby for myself my Heirs Executors Administrators and Assignes Promise and Covenant to and with Francis Money of Madras Writer his Heirs Executors Administrators and Assignes all my Right and Title to the Sum of Two Hundred and Ninety Pagodas due to Me from Chuddeyapah upon an Obligation Payable on Demand and Mortgage Bill of Sale bearing date the Second day of May One thousand seven Hundred and sixty two with all the Interest that Sum or hereafter may become due thereon for his Interest Note of Hand for the Sum of Two Hundred and seventy Pagodas Payable however within four Months from the date hereof as Witness my Hand

Witness
Thos Madowen
Rangoon Mudali Chetty

Shantapa Perum Mudaliar Chetty

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produced by him, as in another instance wherein for an Evidence being produced, the Mayors Court proceed to Judgment, and such Evidence discovered appeared, whereby the Party may thus be precluded from the benefit of the most material evidence in his Cause and of the prosperity or unprosperity, legality or illegality cannot by proceedings be subject to the Judgment of the Court of Appeals, it follows that the Mayors Court may at any time deprive a party of all benefit of Appeal by Rejecting that Evidence, which might fully Establish his Right. It is in vain to say that the Mayors Court never will reject any legall Evidence; that fact depends on true Circumstances, Unbiassed Integrity, and Solidity of Judgment for bear from this Court to Change, or even insinuate, that either of these have been, or are wanting in the present Mayors Court, but certain it is that Examples of both, are but too frequently met with in History and it is to guard against both that the Judgments of Inferiour Court is allowed, and in some Cases an Appeal even from thence to His Majesty himself or Council, but neither can such Inferiour Court or even his Majesty himself redress the Wrong done to an aggrieved Party, if the Mayors Court have the Power of depriving such Party of his Evidence. Upon the whole as the Mayors Court do now withhold from this Court the Evidence, on the Cause which was by that Court quashed, this Court can do nothing in the present Case, how Safe, the point in Dispute to the decision of those in England, to whom it belongs and proceed to Judgment on the Papers now before the Court in manner and form following.

This Cause coming on to be heard and debated this day in the presence of the Appellant and of Attorneys on both sides, upon hearing the Petition of Appeal and Answer, and the several Exhibits in the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 21st day of February in the Year of our Lord One thousand seven Hundred and sixty one, and upon due Consideration had of the matters therein severally contained and of the pleadings and Arguments used by Attorneys on both sides It is Ordered and Adjudged by this Court that the said Decree and the Proceedings in the Mayors Court be and the same are hereby Reversed and Annulled and that the Respondent do pay unto the Appellant the Sum of Two hundred and Twenty Pounds Sterling for his Costs by him expended in the Prosecution of his Appeal aforesaid which Sum is to be paid within Six Calendar Months from the date hereof and that the Appellant have Execution for the same.

Filed the 25th. Jany
Read the 26th Do } 1762.

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

The Humble Complaining Sheweth unto this Hon^ble Court Your
Orator John Philip Fabricius Reading at Vepore Executor to the Estate of John Semmes
deceased That Whereas Francisco da Cruz of Madras Merchant stands Indebted to the
said Estate in the Sum of Two thousand three Hundred and forty seven Pagodas
twenty five Fanams and seventy five Cash making one Hundred Money of Great Britain
at the rate of Eight Shillings for every Pagoda the Sum of Nine hundred and
thirty nine pounds two Shillings and eleven pence or thereabouts as will more
fully appear upon Reference to an Account for the Inspection of this Hon^ble
Court hereunto annexed And whereas your Orator hath demanded Payment
of the said Sum. But now so it is may it please this Hon^ble Court the said
Francisco da Cruz not having given Your Orator Satisfaction on the said Account
Your Orator prays a General Relief such as to this Hon^ble Court shall appear
Agreable to equity and good Conscience To the end therefore that the said
Francisco da Cruz may upon his Corporal Oath a true and perfect Answer
make to all and Singular the Matters and things herein before alledged and
set forth as truely fully and Effectually to all intents and purposes as if the same
were here again Repeated and Interrogated and be decreed to pay unto unto
Your Orator the said Sum of Two thousand three Hundred and forty seven
Pagodas Twenty five fanams and seventy five Cash with all Interest that
may be due thereon also all Costs of this Suit

May it please this Hon^ble Court to Cause
the said Francisco da Cruz to be Summoned and Required by the Sheriff of
Fort St George Town of Madraspatnam and Districts there of Personally to be
and appear Immediately before this Hon^ble Court and that in default thereof
a Warrant of Arrest may Immediately Issue to oblige the said Francisco
da Cruz to appear and give Special Bail to stand to the Issue of this Suit
And that the said Francisco da Cruz may then and there stand to and
abide &c.

1768

Mayors Court
at
Madrespatnam

Mayors Court

Recd and Filed
the 16th February 1768.

Pr. Cl.

Presented
John Lewen South Esqre Mayor
Thomas Powney & John Whitehill
Aldermen

Between John Philip Fabricius Reader
at Tegnapatam to the Estate of John Jernegan
deceased Complainant and Anthony Lee Creep
of Madras Merchant Defendant

Appearing to the Court that the Defendant hath been served with the
Usual Rules to Answer the Complainants Bill but hath not
Pleased so to do, This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree, that the Defendant shall pay unto
the Complainant the full and just Sum of Two Thousand three Hundred and
Forty seven Pagodas twenty five Fanams and seven Cash Principal Money
with the Interest that may be due thereon also all Costs of this Suit

To the Hon.ble the Mayors Court at
Madraspatnam

In Equity Complaineth. Humbly sheweth Your Honrs
Your Orator Engaprah Inhab of Madras Merchant That Joseph Pereira
Silly also of the same place Merchant stands indebted to Your Orator in
the Just and true Sum of Nine Hundred and seventeen Pagodas Nine Fanams
which on Stating Many of Your Orators accounts

1768

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A

Madras April 21st 1761

I Pyrade Ramme Chetty of Pycroft Row Black Merchant

acknowledge to have Borrowed and Received from Cojagerah Jacob of Madras

the full and just Sum of Nine Hundred and seventeen Company Rupees

which I promise to pay with Interest at the Rate of Six p Cent p Annum

Witness (Signed) Pyrade Ramme Chetty

Venkatachellum

Sagapien

Drawn by Shirstrea School Master

Translated from the Original Gentoo, as near as can be, by

Canacapa Sworn Interpreter Richd Joyce

Mayor's Court

or

Madrasapatnam

L.S.

Tuesday the 23 day of March

Anno Domini 1762

Present

John Lewen Smith Esquire Mayor

Thomas Powney & John Wedderburn

Aldermen

Between Cojagerah Jacob of Madras Merchant

Complainant And Pyrade Ramme Chetty also

of the same place Merchant Defendant

Mayor's Court

The Defendant being in Court and acknowledging the justness of

the Complainants Demand Mayor Court doth therefore think fit to Order and

Decree and doth accordingly Order and Decree that the Defendant shall pay

unto the Complainant the full and just Sum of Nine Hundred and seventeen

Rupees together with such Interest as now is or shall hereafter become due

thereon until full Payment is made, also all Costs of Suit

JR Tiler

and pray that Answer make Oath and Singular the matters and things herein before
alledged and set forth to be truely fully and Effectually to all intents and purposes
the same was here again Repeated and Interrogated and he Answers to prayers
Your Order thereof Dated the Eight Hundred and forty seven Pagodas fourteen —
Fanams and one Cash with all such Interest as now is or hereafter shall Become
due thereon also all Costs of this Suit

May it please this Worlde Court to cause the said
Mella Moota Yagapah, Peera Tumbee, and Venkatachia to be Summoned and
Required by the Sheriff of Fort St George Town of Madrasapatnam and Districts
thereof personally to be and Appear at a certain time and place to be by this
Worlde 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 Worlde Court shall seem Meet —

Archdale Palmer
Att[y] for the Complainant

Mayor's Court
at
Madrasapatnam

Tuesday the 13th day of April
Anno Domini 1762 —

L. S.

Present

John Lewen Smith Esquire Mayor
Peter Manvelle — & John Wardell
— Aldermen —

Mayor's Court

Between John Calland of Madras
Merchant Complainant And Mella Moota
Yagapah, Peera Tumbee, and Venkatachia
of the same place Merchants Defendants

The Defendants Mella Moota and Peera Tumbee Sworn

Y 194

[illegible] and things herein before set forth and to abide by perform and obey all orders and purposes as by the same now here regularly Appointed and Interpreted unto your Orator the aforesaid Sum of Seven Thousand and forty two Pagodas and four Annas with Interest as aforesaid amounts at this present time to a much greater Sum than the Value of the Estate of the said Thomas Pelling as by the Schedule hereunto annexed appears and the Defendant Pondavaray Arnachellum is now Indebted to your Orator in the Sum of Seven Thousand and forty two Pagodas and four Annas with Interest as aforesaid and the Defendant refuses to pay the same or any part thereof to your Orator contrary to Equity and Good Conscience In Tender Consideration whereof and for that your Orator is remediless in the premises save by the Aid and Assistance of this Honble Court where Matters of this Nature are usually Relieved and for that the Defendant may upon his Corporal Oath Answer the premises but not under the Penalty of Forfeiture of his Estate Real and Personal and to Stand to and abide such Order and Decree therein as to this Honble Court shall seem meet

Prendergast Palmer
Attorney for the Complainant

Dr Pondavaray Arnachellum in Account with Thomas Pelling Cr

1762 January 11	To your Interest Bond of this date		2000	1762 April 12	By Cash Received in part		1000
April 27	To Interest on Ditto from 11th January to 27th April 1762 is 106 Days at 8 p Cent p Annum		47 4	27	By Interest on Ditto from 12th to 27 April is 15 Days at 8 p Cent p Annum		5 12
					Ballance due this Day		1042 4
			2047 4				2047 4

Pagodas 2047 4

Fort St George 27 April 1762.
Errors Excepted for Thos. Pelling

Mayor's Court
at
Madrapatnam

Tuesday the 18th day of May
Anno Domini 1762

Present
John Lewen Smith Esquire Mayor
Peter Marriette Peter Delannoy
Thomas Powney Thomas Savage
Abraham Bromne & James Hay
Aldermen

Between Thomas Pelling of Madras Merchant Complainant
And Pondavaray Arnachellum of the same place Merchant
Defendant

The Defendant acknowledging the Complainants Demand to be Just doth desire that he may be allowed Time to Order and Answer and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Seven thousand and forty two Pagodas four Fanams with such Interest as may accrue thereon shall become due thereon until full Payment is made also all Costs of this Suit [illegible]

Y[illegible] 196

an such Security as and Obligation as him to do to discharge the Orator of that Office with
the utmost Care and Diligence

And Your Petrs. &c.

Fort St George
the 18th May 1762.

Read and Filed
18th May 1762.

To the Worshipfull the Mayor's Court
at Madraspatnam

Humbly Complaining Sheweth unto this Worshipfull Court Your Orator
Thomas Rodgers of Madras Inhabitant, That one Lewis de Cunha also of this place
stands indebted to your Orator in the Sum and just Sum of One Hundred and seventy
Eight Arcot Rupees and twenty one Fanams making in Sterling Money of Great
Britain at the Rate of Two Shillings and Three Pence for every Rupee in all Amount
to the Sum of Twenty Pounds one Shilling and Twopence, as these bonds upon two
promissory Notes of Hands and Your Orator further sheweth unto this Worshipfull
Court, that He has frequently and in an Amicable manner demanded payment
of the said Sum of One hundred and seventy Eight Arcot Rupees and twenty one
Fanams with the Interest due thereon from the said Lewis de Cunha
But now so it is may it please this Worshipfull Court the
said Lewis de Cunha Obstinately and wilfully Refuses your Orator any manner
of Satisfaction touching the Premises your Orator therefore prays Process
such as to this Worshipfull Court shall appear agreable to equity and good Conscience
the end therefore that the said Lewis de Cunha may upon his Corporal Oath
and perfect Answer make to all and Singular the matters and things herein before
alledged and set forth as truely and fully and effectually to all intents and purposes
as if the same were here again repeated and Interrogated and be decreed to pay
unto your Orator the said Sum of One Hundred and seventy Eight Arcot Rupees
and twenty one Fanams, together with such Interest as now is or shall be due
due thereon from the Year of Our Lord One thousand Seven Hundred and sixty two
until Payment is made Also all Costs of this Suit.

May it please this Worshipfull Court to Grant

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Orator Thomas Downey of Madras Merchant That whereas Angama Chetty late of the same place Merchant Nephew and Heir of Paukum Muthanna Chetty deceased stands indebted to Your Orator on account the said Estate in the Sum of Two thousand pagodas making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda eight Hundred Pounds sterling which Sum Your Orator and the said Paukum Muthanna Chetty deceased, But now so it is may it please this Honble Court the said Angama Chetty Notwithstanding repeated Applications Refuses Your Orator any manner of Satisfaction for the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End Wherefore that the said Angama Chetty may upon his Corporal Oath true and perfect Answer make to all and singular the matters herein before alledged and as fully fully and effectually to all intents and purposes as if the same were herein repeated and interrogated and he Ordered to pay unto Your Orator the said Sum of Two thousand Pagodas and the said such Interest as now is or hereafter shall become due thereon and all Costs of this Suit May it please this Honble Court to cause the said Angama Chetty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patmans 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 abide and such Order and Decree as to this Honble Court shall seem Meet

Town Hall the 23d Nov. 1761

This Bill being shewn to Mr Osborne the Clerk of Affidavit that a Summons might issue thereupon Agreeable to an Order of Court of the 2d a Summons issue

Archd. Palmer
Atty for the Complainant

Peter Marriette

200

Whereas your Orator hath frequently and in an amicable manner demanded payment of the said sum, Be it therefore as may it please this Honble Court the said Pagoo Mahomed absolutely and wilfully refuses Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Decree & Relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Pagoo Mahomed may upon his Corporal Oath & true & perfect Answer make to all and Singular the matters and things herein before alledged and as fully & truely fully and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogated and he Decreed to pay unto your Orator the said Sum of One Hundred and fifty Pagodas together with the said such Interest as now is or hereafter may become due thereon & all Costs of this Suit May it please this Honble Court to cause the said Pagoo Mahomed to be Summoned and Required by the Sheriff of Fort Saint George Town & Madrasapatnam 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

Archdale Palmer
Att[y] for the Complainant

Mayors Court at Madrasapatnam } Tuesday the 22[d] day of June Anno Domini 1762

Present

John Semenhouse Esquire Mayor
John Debonaire, Thomas Savage
Horatio Braune & James Hay
Aldermen

Between Barnes Foote & Mathew Marshall Complainant

fully and Effectually to all intents and purposes as if the same were
Repeated and Interrogated and he decreed to pay unto your Orator the sum
of Four Hundred and fifty Pagodas with all such Interest as may
may Grow due thereon also all Costs of this Suit

May it please this Honble Court to cause the said
Goarnada Moodaley and Mangaud Mootu Comrappa Moodaley to be Summoned
and Required by the Sheriff of Fort St 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 the
your Orators Bill of Complaint and further to stand to and abide such
Order and Decree as to this Honble Court shall seem Meet

Archdale Palmer
Attr for the Compt

Know all Men by these Presents that We Goarnada Moodaley and
mangaud Mootu Comrappa Moodaley are held and firmly bound unto Mr
Thomas Pomney of Madras Merchant in the penal Sum of Two thousand
Pagodas Current Money of Madras to the true and Carefull Payment
whereof we do hereby jointly & Severally bind ourselves our Heirs Exec-
tors Administrators and Assigns firmly by these Presents In
Witness whereof We have hereunto set our Hands and Seals at Fort
Saint George this Twenty first day of March One thousand seven
Hundred and Sixty One

Whereas the above bound Goarnada Moodaley and Mangaud Mootu Comrappa
Moodaley hath taken up and Received of the aforesaid Mr Thomas Pomney the full
and just Sum of One thousand Pagodas Current Money of Madras to Fund Inte-
at the Rate of Eight p Cent p Annum

Now the Condition of this Obligation is such that if the aforesaid
Goarnada Moodaley and Mangaud Mootu Comrappa Moodaley their Ex-
Executors Administrators or Assigns shall well and truly pay or cause to be

the Clerke for the Defendant to Appear and Answer the Complainants Bill and the Return of the Warrant of Sequestration against the Defendants Effects Entered and they have not appeared to answer the same, and the Complainant Petitioner to the Satisfaction of the Court of the Contents of this Petition Prayed This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant Mayor the sum of Four Hundred and fifty Pagodas (450) together with all such Interest as now is or hereafter may become due thereon also all Costs of this Suit

Read and Filed
29th June 1762.

To the Honble the Mayors Court at Madraspatam

Humbly Complaining Sheweth unto this Honble Court your Orator Peerach Sacob of Madras Merchant Hatamhazeus Mayah Sattanah of the same place Merchant stands indebted to your Orator in the Sum of Four Hundred and sixty Pagodas making at sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda One Hundred and four Pounds all which said Sum of Sattanah appears upon Reference to an Allegation Ready to be produced when Required by this Honble Court And whereas your Orator hath frequently and in an amicable manner demanded payment thereof from the said Mayah Sattanah

But now so it is may it please this Honble Court the said Mayah Sattanah absolutely and wilfully refuses your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a Genl Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End Therefore that the said Mayah Sattanah 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 truely fully and Effectually to all intents and purposes as may

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Read and Filed
6th July 1762.

To the Worshipfull the Mayors Court of Madraspatnam

Humbly Complaineing Sheweth unto this Worshipfull Court your Orator Humphry Lovecock Court Sergeant of Fort Saint George that Chingalavoy alias Madras Inhabitant stands indebted to your Orator in the full and just sum of One Hundred and Seventy star Pagodas Current Money of Madras upon a Mortgage Obligation bearing date Sterling Money of Great Britain computing every Pagoda Eight Shillings, The sum of Sixty Pounds as thereunto more fully and at large appear by a Translate of the said Obligation hereunto annexed for the inspection of this Worshipfull Court, and to which your Orator most humbly refers praying the same may be admitted as part of this your Orators Bill of Complaint. That your Orator further sheweth unto this Worshipfull Court that he hath frequently and in an Amicable manner demanded Payment from the said Chingalavoy of the said Sum of One Hundred and seventy Pagodas, But now so it is may it please this Worshipfull Court the said Chingalavoy Obstinately and wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a Genenal Relief such as to this Worshipfull Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Chingalavoy may upon his Corporal Oath above 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 Repeated and interrogated and be decreed to pay unto your Orator the Sum of One Hundred and seventy Pagodas with all Interest due thereon also all Costs of this Suit, May it please this Worshipfull Court hereupon the said Chingalavoy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Assistants thereof personally to be and appear at a Certain time and place to be by this Worshipfull Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further

Court Serjeant Complainant and Chingadaroy
also of the same place Defendant Defendant

The Defendant appearing in Court and acknowledging the justness of
the Complainants Demand This Court do therefore think fit to Order and
Decree and do accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and just Sum of One Hundred and Seventy
Pagodas 170 Together with all Interest as may become due thereon until
full Payment be made also all Costs of this Suit

Decr

Read and Filed
13th July 1762

To the Honble the Mayors Court at Madras praborum.

Humbly Complaining Sheweth unto this Honble Court your
Orator James Taylor of Madras Merchant that whereas Vencatta of the same
place Dubash stands indebted to your Orator in the Sum of Four Hundred
seven Pagodas making in Sterling Money of great Britain at the Rate of Eight
Shillings for every Pagoda Eighty two pounds sixteen shillings or thereabouts
as will more fully appear upon Reference to a Bond ready to be produced
when Required by this Honble Court And whereas your Orator hath forgot-
ten and in an amicable manner demanded payment of the said Sum
from the said Venceatta, But true so it is may it please this Honble
Court the said Venceatta obstinately and Wilfully Refuses your Orator
any manner of Satisfaction for the same 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 Defend
may upon his Corporal Oath true and perfect Answer make to all and
Singular the matters and things herein before alledged and set forth more
fully and Effectually to all Intents and purposes as if the same were
here again Repeated and Interrogated and the Decree to pay costs

Pray

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To the Honorable the Mayor's Court at Madraspatnam

Honorable Gentlemen

The Governor and Council having been informed a few days ago, by Appovar me to go to Manila, I am commanded by the Board of Intrusting Your Permission to Resign the Employment of an Attorney I must also beg leave by this Opportunity to Return You my most Grateful Thanks for the many Kind Indulgences I have Experienced, during the time that I have had the Honor to Belong to this Honorable Court

I am

With Great Respect

Honorable Gentlemen

Your most Obedient Humble Servant

Richard Fryke

Fort St George

27th July 1762

To the Honourable the Mayors Court at Madraspatnam

The Humble Petition of Philip Francis Grandale

Sheweth

of Madras as Attorney

That Whereas Your Petitioner finds himself unable to give the necessary Attendance which his Employ as an Attorney of this Court Requires He humbly prays leave to Resign his Office

And Your Petitioner

Shall ever Pray

P. F. Grandale

Read and Ordered

13th July 1762

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaineth That whereas Thomas Lehmann of Madras Merchant Did Prefer Unto this Honorable Court

212.

L S

Mayors Court

Present

Peter Marsdle Lanyare Mayor

John Lodlowe, Thomas Powney

Isaac Whitehill, John Belmonare

& James Hay Aldermen

Between John Belmonare of Madras Merchant

Complainant and Coral Mudal Aliaspleas

place Merchant Defendant

The defendant acknowledging the justness of the Complainants demand

This Court doth therefore think fit to Order and Decree that the Defendant

shall pay unto the Complain and the full and just sum of One thousand Two

Hundred Pagodas together with all such Interest as shall become due

thereon until Payment is made also all Costs of this Suit

By Court

Read and Filed
10th August 1762

To the Honble the Mayor's Court at Madras present

Humbly Complaining Sheweth unto this Honble Court your Orator

Vethoriano D'alayde of Madras Writer, that Venatah Sunny alias Sr Alla

George Aubash stands indebted to your Orator in the full and just sum of

Two Hundred and thirty one Pagodas four Fanams and thirty eight Cas

Current Money of Madras for the Ballance of an Account Current & Bar

Obligation, making in Sterling Money of Great Britain according to

Pagoda light Shillings the Sum of Two Hundred and twelve Pounds Eig

Shillings and eleven pence, three Farthings as will more fully and at

large appear by an Account Current, a Translate, and a Transfer for

Obligation hereunto annexed for the inspection of this Honble Court unto

which your Orator most humbly refers praying the same may be taken

as part of this your Orators Bill of Complaint. Your Orator further

Humbly

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One thousand seven Hundred and sixty, upon Condition the said Venkatadry Mangoe do return me my Account Current with Interest for the Sum of Five Hundred and twenty Eight Pagodas in default of Payment Same to pay him Interest until the same be paid, and moreover I the said Venkatadry do hereby Authorize the said Venkatadry Mangoe once for my Self to Sue to seize and take all my Effects wheresoever he may find them without any Interruption or Molestation Drawn by

Witness
Perchaud
Calalcapate

Cothaunda Ramah

Signed by
Venkatadry Swamy

D.o Mandellah Venkatty Ramah in Account Current with Venkatadry Swamy

1759 Dec.r 22	To Cash lent him as p.r Obligation	833	1761 Jan.y 21	By Cash Received in part	100
	To Interest on the above at 8 p.r Cent being 2 y. 7 m.	110.29.22		By Interest at 8 p.r Cent being 1 y. 7 m. 1 d.	12.29.1
	Pagodas	943.29.22		By Ballance due this day	112.29.6
					318.1.20
				Pagodas	943.29.22

Fort Saint George 22.d July 1762.
Errors Excepted
(Venkata Ramah)

Madras 26.th of July 1762.

I Mandellah Venkatta Ramah do hereby for me, my Heirs Executors Administrators and Assigns Transfer and make over unto Nathaniel Middleton of Madras Writer, his Heirs Executors administrators and Assigns all my Right and Title to the Sum of Five Hundred and thirty one Pagodas four Fanams and thirty eight Cash, due to me from Venmalah Swamy Aubash as the Ballance of the above account Current with all the Interest that now is or hereafter may become due thereon, for his Interest Note of Hand for the Sum of Five Hundred Pagodas payable unto me or order two Months after the Date hereof as Witness my Hand

Witness
Chin Tamby
Mellan Mangapa Chitty

Venkata Ramah

214

One Thousand seven Hundred and sixty, upon Condition the said Venatadry Naigue do return me my Account Current with him for the Sum of Five Hundred and twenty Eight Pagodas in default of Payment I am to pay him Eight per Cent Interest until the same be paid, and moreover I the said Venatadry Naigue do hereby Authorize the said Venkatasha Naigue or any Person by him to seize and take all my Effects wherever He may find them without any Exception or Molestation Drawn by

Witnesses
Perahaut
Calalcapatta

Venkatadry Naigue

Signed by
Venatadry Naigue

Dr. Mandellah Venkatty Ramah in Account Current with Vennadah Swamy

1759		1761			
Dec 22	To Cash lent him as p Obligation 333		Fo 1721	By Cash Received in part	100
	To Interest on the above at 8 P Cent being 2 Y 7 M	110 29 22		By Interest at 8 P Cent being 1 Y 7 M 1 D	12 4 6
	Pagodas	443 29 22		By Ballance due this day	331 4 20
				Pagodas	443 29 22

Fort Saint George 23 July 1762
Errors Excepted
Per Order
(Venceta Naroah)

Madras 26th of July 1762.

I Mandellah Venkatta Ramah do hereby for me, my Heirs Executors Administrators and Assigns Transfer and make over unto Vetherauno Mohyde of Madras Porter, his Heirs Executors administrators and Assigns all my Right and Title to the Sum of Five Hundred and thirty one Pagodas four Fanams and thirty eight Cash, due to me from Vennadah Swamy Nubaub as the Ballance of the above Account Current with all the Interest that now is or hereafter may become due thereon, for this Interest Note of Hand for the Sum of Four Hundred Pagodas payable unto my order two Months after the Date hereof as Witness my Hand

Witnesses
Thos Chin Tamby
P Nellore Rangapa Chitty

Venceta Ramah

and in an amicable manner demanded payment of the said Mannoack Singapa Modeliar Burroom as it may et please this Hon'ble Court the said Mannoack Singapa Modeliar shu knowledge and wilfully Refuse your Orators any manner of Satisfaction touching the Premises your Orator therefore prays a Genl Writ such as this Hon'ble Court shall appear agreeable to Equity and good Conscience to issue and therefore that the said Mannoack Singapa Modeliar may upon his Corporal Oath (and not perfect Answer make to all and singular the matters and things herein before alledged and set forth as truely fully and effectually to all intents and purposes as if the same was herein again particularly and Interrogated and he Decreed to pay unto your Orator the sum of Eight Pagodas and seventy five Star Pags with all such Interest as may become due thereon also all Costs of this Suit May it please this Hon'ble Court to cause the said Mannoack Singapa Modeliar to be Summoned and Required by the Sheriff of Fort St. George Fort of Madras patnam and the Assistants thereof personally to be and appear at a certain time and place to be by this Hon'ble Court prefixed and appointed to then and there to Answer this your Orator's Bill of Complaint and further to do and to abide such Order and Decree as to this Hon'ble Court shall seem meet

Mad.s

Archdale Palmer
att.y for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 31st day of August Anno Domini 1762.

L.S

Present

Peter Marie Esquire Mayor
Isaac White Bell & Abraham Bouvier
Aldermen

Between Elizabeth Saunderson of Madras Inhabitant Complainant and Mannoack Singapa Modeliar late of Madrasapatnam Merchant Defendant

The Defendant appearing in Court and not answering but relying upon his plea

and in an amicable manner demanded payment of the said Mannoack Longapa Modeliar Buttoon soe it is may it please this Honble Court the said Mannoack Longapa Modeliar shall and will fully Reform your Orators any manner of Interpleon touching the Premises your Orator therefore prays a General Relief and to this Honble Court shall appear agreeable to Equity and good Conscience Forasmuch therefore as the said Mannoack Longapa Modeliar may upon his Corporal Oath answer perfect Answer make to all and singular the matters and things herein before alledged and set forth as truely fully and effectually to all intents and purposes as if the same was herein again Repeated and Interrogated and the Defendant may unto your Orators the said Sum of Eight Hundred and seventy five Star Pags with all such Interest as may become due thereon as well as Costs of this Suit May it please this Honble Court to cause the said Mannoack Longapa Modeliar to be Summoned and Required by the Sheriff of Fort St. George Town of Madras patnam and the Districts thereof personally to be and appear at this Court 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 doe to and abide such Order and Decree as to this Honble Court shall seem Meet

Archdale & Parkinson
Attys for the Complainant

Mayors Court at Madras patnam

Tuesday the 31st day of August Anno Domini 1762

L.S

Present

Peter Marriette Esquire Mayor
Edward Wedderburn & Abraham Bramley
Aldermen

Between Elizabeth Lawrence of Madras Inhabitant Complainant and Mannoack Longapa Modeliar of the same place Merchant Defendant

The Defendant appearing and acknowledging the Justice

Be it Therefore Ord to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and Districts thereof personally to be and appear at a Certain time and place to be by this Worble Court prefixed and appointed there and then to Answer the Complt Bill of Complaint and further to Stand to and abide such Order and Decree as to this Court shall seem Meet. ——

Ardesier Palmer
Att'y for the Complainant

This Bill being shewn to Me between the Court Days according to a standing Order of Court Let a Summons issue thereon August 9th 1762. Peter Marriette Mayor

Mayor's Court
Madraspatnam

Tuesday the 7th Day of September Anno Domini 1762.

Present
Peter Marriette Esqre Mayor
John Calland & Abraham Browne
Aldermen

Between The Worshipful George Mowbray Attorney John Maxwell Gent of Madras Mast Complainant and Baba Rama Dossa alias Ramapilla Merchant Defendant. ——

It appearing to the Court that the Defendant hath been served with the usual Rules to answer the Complainants Bill but wilfully and obstinately Refusing so to do, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Thousand Pagodas Pags 2000 with all such Interest thereon as the Law may be due thereon until full Payment is made also all Costs of this Suit. ——

Ord

Filed the 2d June 1759
Read the 5th Do

To the Worshipfull the Mayor's Court &c
Madraspatnam

Humbly Complaineth and Sheweth unto this Worshipfull Court Your Orator Samuel de Castro of Madras Merchant on his own Account and as Executor to the Estate of David Lopez Fernandez late of Madras Merchant Deceased and Daniel de Castro also joint Executor to the Estate of the said Deceased that Nauroo Veerapah Chitlee, Luna Nawarapah Chitlee Ragunada Nam Ram, and Chitty Permallee of Madras Merchants stand indebted unto Your Orator in the just Sum of One thousand Pagodas current of Madras which for Sterling Money of Great Britain at the Rate of eight Shillings to every Pagoda doth amount to the Sum of Four Hundred Pounds or thereabouts. And Nauroo Ragoor Ball Krishnah commonly called Ragoor Virago Chitlee did by a Bond Date the twenty sixth Day of May which was in the Year of Our Lord One seven Hundred and fifty eight bind himself unto Your Orator Samuel de Castro and to the said David Lopez Fernandez Your Now Executor Administrators and Assigns in the full and just Sum of Four thousand Pagodas, payable in a manner and form following Namely, One thousand Pagodas to be paid on the twenty sixth day of May which should be in the Year of Our Lord One Thousand seven Hundred and fifty Nine, and the Residue and Remainder thereof to be paid at the Rate of One thousand Pagodas off Annum until the whole should be discharged, and that if default should be made in the Payment of any of the said Sums of Money at the time limited for the Payment of the same that then the said Bond was to Remain in full force and Virtue.

And Your Orator further prays leave to suggest this Worshipfull Court that the said Nauroo Veerapah Chitlee, Luna Nawarapah Chitlee, Ragunada Nam Ram and Chitty Permallo did by an Obligation bearing Date the sixth twenty sixth day of May One thousand seven Hundred and fifty eight, jointly and severally bind themselves unto Your Orator Samuel de Castro and to the said David Lopez Fernandez Your Now Executor Administrators and Assigns for the Personal appearance of the said Ragoor Ball Krishnah commonly called Ragoor Virago Chitlee and that on default of the appearance of the said Ragoor Ball Krishnah commonly called Ragoor Virago Chitlee he should have fully discharged the Bond aforementioned, but Now and in such case they did jointly and severally bind themselves Your Said Executor Administrators

1772

Read and Ordered the
26th June 1759

The Joint Answer of Pavoo Vengapah Chetto
Sona Pauamapah Chetto Pagunada Mooteem
and Chetty Permaul of Madras Merchants
Defendants to the Bill of Complaint of Samuel
de Castro on his own Behalf and as Executor to
the last Will and Testament of David Lopez Fernandez
deceased and Daniel de Castro joint Executor to the
last Will and Testament of the said deceased both
of Madras Merchants Complainants

These Defendants Now and at all times hereafter saving and Reserving
to themselves all and all manner of Benefit and advantage of Exception to the many
Errors Uncertainties Imperfections and insufficiencies in the said Bill contained for
Answer thereunto or unto so much thereof as these Defendants are advised Is materially
convenient to be Answered they these Defendants answer and say that one Ragoor Ball
Krishnah commonly called Ragoor Virago Chitto having been Imprisoned at the
Instance of Abraham Lopez Fernandez and Samuel de Castro one of the Complainants
for not Satisfying a Decree passed in this Honble Court against him but the said
Daniel Lopez Fernandez and Samuel de Castro finding that the said Ragoor Ball
Krishna commonly called Ragoor Virago Chitto was incapacitated to Satisfy the said
Decree agreed to Release the said Ragoor Ball Krishnah commonly called Ragoor
Virago Chitto provided he the said Ragoor Ball Krishnah commonly called Ragoor
Virago Chitto would give them an Obligation to pay the Sum of Four thousand four
Hundred and sixty eight Pagodas Twenty one Fanams and twenty Cash payable
at different times and procure some Substantial Person or Persons to be Security
for his Personal appearance whereupon the said Ragoor Ball Krishnah commonly
called Ragoor Virago Chitto applied himself to these Defendants to be Security
for his Personal appearance and these Defendants considering the unhappy
situation of the said Ragoor Ball Krishnah commonly called Ragoor Virago Chitto
they these Defendants without any view of advantage but as an act of Charity
complied with his Request and bailed with him as the said David Lopez
Fernandes and Samuel de Castro and by one Interpreter called Cavamiah a
Brahminy and Servant to the said David Lopez Fernandez and Samuel de Castro
acquainted the said David Lopez Fernandez and Samuel de Castro that they
would be Security for the Personal appearance of the said Ragoor Ball Krishnah
commonly called Ragoor Virago Chitto but for the payment of any Sum of
Money but not what for the said Cavamiah properly Interpreted what these

Defendants

or a fine Money but before the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee could be brought to the Complainants to Sign for the Bill of Complainant in this Honble Court against them for payment of the Sum of One thousand Pagodas which they pretended these Defendants should be entitled to from all Through these Defendants did never agree to pay any Sum of Money but only to deliver to the Complainants the Body of the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee on which they have accordingly done in this Honble Court and these Defendants understood to Signify that their Obligations is no longer in force and now these Defendants beg leave to point out to this Honble Court the unfair methods pursued by the Complainants in order to Recover a Sum of Money from these Defendants which they never had the least prospect to Receive from the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee for the Complainants did not till about four days after the Expiration of the said Obligation demand the Body of the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee whereas had Complainants made this Demand many days before the Expiration of the said Obligation these Defendants Could themselves have always have taken care to have delivered his Body to the Complainants but Being prevented from their method of proceeding that these Intentions were for from being right as Pagoor not knowing that these Defendants should comply with the Conditions of the said Obligation by not demanding the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee till after the Day on which the Complainants is also of Opinion these Defendants ought to have forfeited Sum and to have these Defendants have great Reason to believe the Complainants were well acquainted that the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee was out of the Jurisdiction of this Court Therefore from the aforegoing Circumstances these Defendants conceive they are not indebted to the Complainants any Sum much less the Sum Demanded nor it does not appear that these Defendants had any valuable Consideration for obtaining Security for the appearance of the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee but that it was a Chargeable act as they have great Reason to believe that the said Pagoor Ball Krishna commonly called Pagoor Vengoo Chettee was unacquainted to enable the Complainants to demand and to put these Defendants in Prison until the Amount be paid these Place when all the doors were Imprisoned made their escape by one of the Common Gaol Falling into the Prison and breaking open the Doors so that the Complainants have still a greater advantage than these Defendants intended them in Debtors of Prison before the Siege, all which is matters and Things these

Defendants

for another in Bond bearing Even date herewith for the Debt aforesaid
Father Sum, And how could the said Defendants have Obliged the Defendants to procure the
Person of the said Pagoor Ball Pushnah commonly called Pagoor Virago Chitty
unless they had entered into a Penal Obligation over and above securing them
according to their Agreement? and these Replicants submit no doubt but they
shall be able to make it appear by the Defendants Answer that they did procure
the said Pagoor Ball Pushnah commonly called Pagoor Virago
Chitty, had not they entered into the Obligation aforesaid as to their entering
under their names that they were bound for the personal appearance of the said
Pagoor Virago Chitty in every immaterial as the Obligation and which they
admit does specify the same but that does likewise specify that in case they
did not produce him they made themselves liable for the Debt and Penalty
to the Motives that might induce the Defendants to become bound for the said
Pagoor Ball Pushnah commonly called Pagoor Virago Chitty it would not much
have concerned these Replicants if they could not make it appear that the
Defendants had any as nothing is more common than for one Person to be bound
for another in Bonds of Five of Hundred or more of Advantage to induce them
to it, But these Replicants do say that Nanoo Veerapa Chitty & Sons Ramanapa
Chitty, and Chitty Pennatha Three of the Defendants are very nearly related
to the said Pagoor Bala Pushnah commonly called Pagoor Virago Chitty
it is not then certainly to be considered as, that the Defendants should become bound
for him, and as they did become bound for him it was certainly their Business
to take care that he did not abscond With Respect to the Defendants assertion
that these Replicants did not Know the Intimacy of the Person of the said
Pagoor Ball Pushnah commonly called Pagoor Virago Chitty and the last
the thirtieth day of March last, If the Defendant had been thus Ignorant
very Little availed the Defendants as these Replicants were at Liberty to call
upon the Defendants whenever they should think proper But these
Replicants can prove that they did more than once make application to
the Defendants for the Person of the said Pagoor Ball Pushnah commonly
called Pagoor Virago Chitty about a Month before the time limited by
the Obligation for producing him was expired and did frequently by
their Servant between the 20th and twenty sixth Day of May during the
May on which the Person of the said Pagoor Ball Pushnah commonly
called Pagoor Virago Chitty was to be produced apply to the Defendants
to take Care to keep him Ready, and the Answer constantly they were about
would be the Consequence of their not producing him according to their

Agreement &c.

Portland Place
the 28th August 1759

The Reply and Answer of David Lopez Fernandez and Samuel De Castro two of the Defendants to the Bill of Complaint of Moses Mendez and Others Merchants Complainants

The Defendants now and at all times hereafter saving and reserving to themselves all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Replication contained say that the said and singular the Matters and things in the Defendants Answer are certain true and sufficient in the Law to be replyed unto And these Defendants further say that when Ragnar Ballthrasbrake commonly called Ragnar Lodrage Lothbrok applied to these Defendants to be Security for his appearance they relied on the Honour and Integrity of David Lopez Fernandez and Samuel de Castro two of the Defendants whether themselves as Security or whether the Attorney for the Defendants produce a Paper said to be an Obligation of Security or not sealed in the English Language in presence of these Defendants to one Edward Hyde Attorney at Law and Solicitor in the Court of Chancery which Interpretation was to this or some to the like Effect That these Defendants are Security for the Body of the said Ragnar Ballthrasbrake commonly called Ragnar Lodrage Lothbrok until the expiration of four years from the Day of the Date of the said Obligation Bond or Writing Obligatory and that these Defendants would forfeit the Sum of Two Thousand Pounds of lawful Money of Great Britain in case the said Ragnar Ballthrasbrake commonly called Ragnar Lodrage Lothbrok should not appear in the Court of Chancery aforesaid by the Return of the Writ of Habeas Corpus to be directed to the Sheriff of the County of Middlesex and that these Defendants would not depart from the said Court without Leave but in the Contrary should these Defendants bring the said Ragnar Ballthrasbrake commonly called Ragnar Lodrage Lothbrok on or before that Time to the said David Lopez Fernandez and Samuel De Castro or one of them they called for their said Obligation to be delivered up to be cancelled And these Defendants absolutely deny that the said Ragnar Ballthrasbrake did ever submit himself to them or any of them nor did he bring to the said Obligation Bond or what has been alledged in the said Defendants Answer to be true Save and except that these Defendants were obliged to pay any Sum or Sums of Money not exceeding Two

To

Answer that they were ever applied to for the Person of the said Bagoor Ball Keshnah commonly called Bagoor Virago Chitter till in or about the Month of May last when these Defendants sent ready to fetch in their Answer Complt was that they were informed that the said Bagoor Ball Keshnah commonly Bagoor Virago Chitter was much Indisposed but would recover there in a few Days and at Present the Complainants pretend not to know that the said Bagoor Ball Keshnah commonly Bagoor Virago Chitter was out of the Place at the time they so applied for them these Defendants do swear that the Complainants were well acquainted with it — And these Defendants ever since they became bound for the Personal Appearance of the said Bagoor Ball Keshnah commonly called Bagoor Virago Chitter always took care to observe that he did not abscond until the Approaches of the French when the English Army were obliged to Retreat to the Fort and the poor unhappy Inhabitants were obliged to take Shelter in any part except that of the Bounds of this place where had they continued they must unavoidably have been plundered if not killed Under these Circumstances these Defendants was obliged to fly to a place of Security and the said Bagoor Ball Keshnah commonly called Bagoor Virago Chitter took the Opportunity of going to Calicut where the Complainants these Defendants were applied to produce him Which it was out of their power to do at the time the Complainants demanded him as he was much Indisposed and incapable to come when they sent for him but as soon as discovered he acted for this place and on his arrival these Defendants did have delivered him to the Complainants but they Refused to take Charge of him or even acknowledge that these Defendants had executed their Agreement but filed a Bill of Complaint against these Defendants and on the Day of the appearance of these Defendants they produced the Body of the said Bagoor Ball Keshnah commonly Bagoor Virago Chitter before this Honble Court in order to show that they were willing to do the utmost of their Power to produce him which these Defendants conceive was a full discharge of their Obligation, Wherefore matters and things these Defendants are Ready to aver maintain and prove as this Honble Court shall direct and humbly pray as we must by their own Answer they have already Prayed —

John Pelham
Att'y for the Defendants

Assigns unto the aforenamed David Lopez Fernandez and Samuel de Castro
of the Honourable appearance of the above bound Ragoor Ball Shetnah commonly
called Ragoor Virago Chitte, Untill He the said Ragoor Ball Shetnah commonly
called Ragoor Virago Chitty shall have fully discharged the above Bond
or Manner and form aforementioned, and on Default of the personal appearance
of the said Ragoor Ball Shetnah commonly called Ragoor Virago Chitty before
the aforementioned Bond is fully discharged, We do hereby jointly and Se-
-verally bind ourselves Our Heirs Executors Administrators or Assigns to the
true and Lawfull Payment of the aforementioned Bond unto the said David
Lopez Fernandez & Samuel De Castro their Heirs Executors, Administrators
or Assigns, In Witness whereof We have hereunto set our Hands and Seals
in Fort St George this twenty sixth day of May 1758

Signed Sealed and Delivered
(Where no Stamp'd Paper can be had) in
Presence of

J. M. Moore
Jno Mostyn

(LS)
Verapa Chitte

(LS)
Sana Ravanapa

(LS)
Ragunada Mari Pam

The Mark of
(LS)
Chittya Permallee

This Paper Writing was shewn to John Maxwell Moore & Thackeray at the time
of their Examination before me in a Cause depending in the Mayors Court at
Madraspatanam wherein Samuel De Castro & Daniel De Castro of Fort St George
Merchants are Complainants and Nainda Verapa Chitte Sana Ravanapa
Chitte, Ragunada Mari Pam & Chittya Permallee of the same place
Merchants are Defendants this 13th Day of December Anno Domini
1759

J. Sutherland

Interrogatories to be Administered to such Witnesses as shall be produced
sworn and Examined on the part of the Complainants in a certain Cause wherein Samuel
de Castro of Madraspatanam Merchant on his own Account and as Executor to the Estate of Decd
Lopez Fernandez late of Madras Merchant deceased and Daniel De Castro of the same
place Merchant also joint Executor to the said Deceased are Complainants and
Nainda Verapa Chitte Sana Ravanapa Chitte, Ragunadah Mari Pam and
Chittya

At Jtto the Dwelling place of abode of the said John Maxwell Stone and after sworn upon the same day being sworn and Cacamined deposeth as Jollows —

1st ..... To the first Interrogatory this Deponent saith that he knows Samuel de Castro about 18 Years Daniel de Castro 25 Years or thereabouts and the Defendants 18 Months or thereabouts —

2nd ..... To the second Interrogatory this Deponent saith that he knows the Bond now shown to him that is now produced to him this Deponent and Read by his Master that he this Deponent did explain and Read the Contents of the said Bond to one Hasheevah also saith that as he this Deponent was employed by the Complainants to draw up the said Bond he therefore desired the said Hasheevah to explain the Contents thereof to the Defendants, and further saith that he this Deponent did Read & Explain the Contents of the said Bond several times to Hasheevah who explained the same to the Defendants and more saith not to this Interrogatory —

3rd ..... To the 3rd and last Interrogatory this Deponent saith that the Defendants Executed the above mentioned Bond in his Presence & that they appeared to him this Deponent to do every act and thing thereunto (and more) saith not to any Particulars Questions enquired off in this Interrogatory —

Mark Castro Esr.

J. McIlvaine

Majors Court at Montego Bay

Between Samuel & Daniel de Castro Complainants
And Naiwa Veraja Chetty, Sana Ramanaja Chetty
Ragonada Mau Rama & Chetty Pennallo Defendants

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

Hasheevah of Madras Coucooly Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainants was on the 13th day of December 1839 Sworn at the Office of Mr. John Palmer Attorney for the Defendants by Comacapa who left a Note of the Name Jsle and place of Abode of the said Hasheevah and afterwards on the same Day being Sworn and Examined deposeth as Jollows —

1st ..... To the first Interrogatory this Deponent saith that he hath known Samuel de Castro 18 Years & Daniel De Castro 2 Years or thereabouts the Defendants Naiwa Veraja Chetty 18 Years Sana Ramanaja Chetty

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Nagoor Bukal Chetty ..... 3 Was you or was you not present when any Proposal or Agreement was made to the Complainants or either one or each of them relating to a Nagoor Bukal Pathan commonly called Nagoor Virapa Chetty if yea how long ago was such proposal or Agreement how long ago & what was such proposal or agreement and whatsoever did the Complainants or either one or each of them give to each Person and what sum or sums was paid between them at the time you was present relating to this affair ... who acted as Interpreter Declare? Did you or did you not make any Proposal or Agreement to the Complainants or either and which of them relating to Nagoor Bukal Pathan commonly called Nagoor Virapa Chetty if yea how long ago was it & who acted as Interpreter and what was such Proposal or Agreement whether was it that passed between you relating to this affair did the said Interpreter also did he not make any Proposal or agreement to any of the Defendants and which of them relating to this affair if yea how long ago was it and what was such proposal or agreement and whether was it reduced into writing or not and whether was it signed by the parties thereof particularly Declare? Was you or was you not present at the time the Defendants executed any Bonds or Obligation to the Complainants if so who acted as Interpreter and what were the Contents of such Bond or Obligation as Interpreted by him and where was the said Bond or Obligation wrote. Was you or was it not wrote in the presence of the Defendants Declare?

Nagoor Bukal Pathan commonly called Nagoor Virapa Chetty ..... 4th Was you or was you not at this Place when the French burgh'd it, if so did you or did you not venture here or to what place did you go ... did any Person go to such Place to call you to any other place if so what place who was it and when was it, Did you or did you not set out immediately on being called to such Place or what was the Reason thereof and how long after was it that you was called that you went to such Place Declare?

Shaik Nainar ..... 5th Did you or did you not see any of the Defendants and which of them at Pulicat some time ago if so when Did you or did you not Interrogate him or what Business he came there if so what was his Answers thereto as the whole discourse that passed between you on that affair Declare?

Pannie Chitty Rangapah ..... 6th Did you or did you not see any of the Defendants at Pulicat at the House of Nagoor Bukal Pathan commonly called Nagoor Virapa Chitty or at any other Place or Place at Pulicat in company with each other if so where was it, when was it, and on what Account Did such Defendants go to the said Nagoor Bukal

Pathan

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Mayors Court at
Madraspatnam

Between Samuel & Daniel de Castro Complainants
and Nauroo Veraputchetty Sons Ramaya Chetty
Ragunada Nara Shanmul Chetty & Lingala Upendra

Depositions of Witnesses on the Cause taken Exparte before the Examiner
on the Court as follows.

Mayor Mutial Chetty of Madras Merchant aged 36 Years or thereabouts
being produced on the Cause on the part of the Defendants was on the
10th day of December 1767 Sworn at the Office of Pechiah Vellore Attorney for
the Complainants by Consent who Exparte of the Name Style and place of
abode of the said Mayor Mutial Chetty and for Interpreter was
Sworn and Examined deposeth as follows.

1st ..... To the first Interrogatory this Deponent saith that he has known Samuel de Castro
2 Years & Daniel de Castro about Eighteen Months and the Defendants 20
Years or thereabouts

2d ..... To the third Interrogatory this Deponent saith that he was present when a
proposal of Agreement was made to the Complainants belong to one Mayor
Bali Shastrah commonly called Mayor Virago Chetty, that it was Made by
Shanbaxarbanen Mastranen Chetty about two Years past that the proposal
was that he should pay on Hundred Pagodas at the time of his being Released
and one Hundred Pagodas a Year till he had discharged his debt and saith
that the Complainants would not consent thereto unless he got Bail for his
Appearance which was all that passed Relating to their affair and saith that
one Ramchurah acted as Interpreter And this Deponent further saith that
he Did not make any Proposal or Agreement with the Complainants or either
of them relating to Mayor Bali Shastrah commonly called Mayor Virago
Chetty and saith that Ramchurah did tell the Defendants to Name Persons
that if he would get Bail for the appearance of the said Mayor Bali Shastrah
commonly called Mayor Virago Chetty for four Years that he would Agree the
Affair settled that is about Eighteen Months past and further this Deponent
saith that he was present when the Defendants Executed a Bond to the Com-
plainants, that one Ramchurah Acted as Interpreter that the Contents of the said
Bond as Interpreted by him were that the Defendants should be Bail for the
Appearance of the said Mayor Bali Shastrah commonly called Mayor
Virago Chetty and saith that this Deponent does not know what the
Obligation was wrote or whether it was wrote in the Presence of the Defendants
And more saith not to this or any particular Question or Questions in the
last Interrogatory mentioned

Mayor Mutial Chetty

2110

5th ... of the Complainants but has known Nawa Veerapa Chetty 30 Years, Sawa Ramanapa Chetty Ragonada Mare Ram & Chetty Pennatloo 20 Years or thereabouts

... To the fifth Interrogatory this Deponent saith that he did see the Defendant Ragonada Mare Ram at Pallicat about the month of May last and saith that the this Deponent did ask him what business brought him there, and saith that he told him this Deponent that he was sent there by Nawa Veerapa Chetty & Sawa Ramanapa Chetty to call Ragoor Ball Rustnah commonly called Ragoor Veragoo Chetty but he was sick, & Bedridden and not fit for particular Questions enquired of him in the last Interrogatory

Mark Clarke Cert.

Mayor's Court Madraspatanam

Between Samuel & Daniel de Castro Complainants and Nawa Veerapa Chetty & Sawa Ramanapa Chetty Ragonada Mare Ram and Chetty Pennatloo Defendants

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

Dannacotty Ramapah of Madras Merchant aged 26 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 10th day of December 1759 sworn at the Office of Mr Archibale Palmer Attorney for the Defendants by Canacapa who left Note of the name Title and place of Abode of the said Dannacotty Ramapah and afterwards on the same Day being sworn and Examined Deposeth as follows

1st ... To the first Interrogatory this Deponent saith that he has known the Complainants about 1 Year & the Defendants 15 Years or thereabouts

2d ... To the sixth Interrogatory this Deponent saith that he saw the Defendant Ragonada Mare Ram at the House of Ragoor Ball Rustnah commonly called Ragoor Veragoo Chetty at Pallicat in Company with each other in the Month of May last that the Defendant Ragonada Mare Ram told Ragoor Ball Rustnah commonly called Ragoor Veragoo Chetty that he was sent by Ravanapah Chetty & Nawa Veerapa Chetty to call him and saith that Ragoor Ball Rustnah commonly called Ragoor Veragoo Chetty Replyed that he was not well but would go to them in two or three Days, and more this Deponent saith not to any particular Question enquired of in this or the last Interrogatory

Mark Clarke Cert.

Dannacotty

Court are of Opinion that the Defendants are not liable for the Penalty under the Bond given by the said Bond for all the Payments to expired, Unless the Defendants did Produce in Court the Body of the said Ragoor Ball Thatmale commonly called Ragoor Virago Chitter on the Return of the Summons sued out thereon which was within five days after the said Payment became due Unless the Complainants do not appear to have used due diligence in getting the Body of the said Ragoor Ball Thatmale commonly called Ragoor Virago Chitter immediately after the time when the said Payment became due Upon the Consideration of the Bill filed by them against the Defendant. This Court doth therefore think fit to Order and Decree, and doth accordingly Order and Decree that the Complainants Bill shall stand dismissed and the Costs which accrued before the Defendants produced the Body of Ragoor Ball Thatmale commonly called Ragoor Virago Chitter shall be defrayed by the Defendants, and that the Residue and Remainder of the Costs shall be paid by the Complainants.

Per Curr

Court of Appeals
at
Madraspatnam } Wednesday the 22nd of September 1762

Between ..... Samuel de Castro
of Madras Merchant } ..... Appellant

And

Nairoo Seenapah Chitty
Sans Ravanapah Chitty
Ragoona do Hare Pierre
Chitty a Pennallon of the
same Place } ..... Respondents

This Cause coming on this Day to be Heard and debated before this Court by the Attornies on both sides, upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Parties the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the twenty sixth day of January Anno Domini 1762 and upon due Consideration had of the matters therein severally contained and of the Proceedings and Agreements had by the Attornies

on

1760

Your Orators Most and Humble Servant Benjamin Burton sett is most yet please this Honble Court the Lord Pyrate Romme Chitty wholesomely and most Humbly Refers your Orator any manner of Satisfaction touching the Premises upon the Premises prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience. To the end and thereof that the Said Pyrate Romme Chitty may upon his Corporal Oath true and perfect Answer make to all and Singular the matters and things herein before alledged and as forth as fully and Effectually to all Intents and purposes as if the same not here Repeated and interrogated and he Directed to pay unto your Orator the said Sum of Nine Hundred and Twenty pagodas and nine Cash together with all such Interest as now is or hereafter shall become due thereon allso all Costs of this Suit

May it please this Honble Court to cause the said Pyrate Romme Chitty to be Summoned and Required immediately to appear before this Honble Court and that no default thereof that all Process of Arrest may Issue immediately as your Orator has Reason to believe that the said Pyrate Romme Chitty will abscond upon hearing of this Bill being filed against him Your Orator said Attorney making Oath to the truth of this Complt Sworn to Pondicherry. That these Precepts may be Directed to the Sheriff of Fort St. George Town of Madrasapatnam and Districts thereof and that the said Pyrate Romme Chitty may therein and Answer this Your Orators Bill of Complaint and further stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Abraham Paterson
Attorney for the Complainant

W.m Andrew Ross, Attorney for the Complainant making Oath this 15th day of February before Me to the Justness of the Constituents Demands, and that the said Pyrate Romme Chitty will abscond unless a Warrant of Arrest do issue to prevent Him, Ordered that a Warrant of Arrest do issue

Henry Taylor
Mayor

Iss: in Cur:
29th April 1760

The Answer of Pyrate Romme Chitty at present of Marine Merchant Defendant, to the Bill of Complaint of Edward Burton

Agreed of Receiving the Whole or any part of the said Goods beside what the said William Perceval stood to freight out of the said Vessells for which Freight Two Thousand Rupees which sum was to be in part payment of the said Bill of Exchange and for the Remainder part of the said Bill of Exchange this Defendant at the Request of the said William Perceval delivered to him a Quantity of Salt and a Sum of Money as will more particularly appear by the Account thereto annexed. And about the latter end of June in the Year aforesaid this Defendant Agents Brodie Lockhart and Matthew Pope departed from this place for Vizagapatam and having no Correspondent at Madras to give this Defendant Notice of the Bill of Complaint being filed against the said Pondamallee Estate this Defendant had not the opportunity to Contest the Complainants Claim and to shew to this Honble Court that the said William Perceval had by his Authority as Chief of Vizagapatam not only procured payment of the said Bill of Exchange but that this Defendant had been a considerable loser by his unjust proceeding neither has the said William Perceval returned the said Vessell so Freighted by him of this Defendant and this Defendant Estimates his loss to two Thousand and six Hundred and six Pagodas twenty one Fanams and forty seven Cash as will more fully and at large appear by the Accounts thereto annexed occasioned by the unwarrantable proceeding of the said William Perceval and this Defendant further begs leave to acquaint this Honble Court that being at Nellapelle sometime in the Month of November One Thousand seven Hundred and fifty Nine a Peon belonging to Mr. John Andrews Chief of Masulipatam delivered a Letter to this Defendant which desired this Defendant to go with the said Peon to Masulipatam but the Letter was hastily taken away before four other Peons seized on this Defendant and carried him to Masulipatam where this Defendant Remained about two Months in the Custody of the said Peons and afterwards was sent to this place under the Charge of three Peons by which proceeding this Defendant Credit as a Merchant has suffered considerably. And this Defendant further saith that upon his arrival here which was the eleventh February last the Peons who brought him to this Place delivered him to Mr. Andrew Pope the Complainants Attorney who confined this Defendant one Night in a Room in his House without Victuals or Drink and the next day only permitted this Defendant to go to his House to Breakfast under the Charge of three Peons and then Confined him under the Charge of the said Peons until a Warrant of Arrest Issued from this Honble Court which this Defendant conceives is Contrary to Law and begs that upon hearing this Cause may be awarded damages for being Confined before any Debt had out of this Honble Court as also such other Damages by Long since

Pro. 4th

Dr. — Mr Edward Burman — Cr.

	Brought Over	1342.27.16		Brought Over	1857.35.10
	To Cash Received of Pundamalla Chindrapah	616.13.71		By Ballance	2606.21.87
	To Freight of a Vessell which was Hired to the said William Perceval about the 9th May 1757 in part Payment of the said Bill of Exchange @ Rupees	2000.—			
	To the Cost of the said Vessell which was delivered to the said William Perceval in manner aforesaid the said Vessell was never Returned	1500.—			
		6500.—			
	500 Rupees @ 30 P.Ct Pagodas	1625			
1760	@ 10 1/2 P.Ct Batta	170.22.10	1795.22.10		
April 16	To the Interest on the following Sums @ 8 P.Ct P.Annum viz.d				
	Page 887	2.11.7			
	855 ditto 16	2.10.26			
	616 ditto 15	2.1.1			
	1795 ditto 22 ditto 10	1.11.7	709.26.10		
	Pagodas		4166.20.7	Pagodas	4166.20.7

Fort St. George the 18th April 1760

Errors Excepted P.p Pyrade Ramanuel Chitty

Dare of this Honble Court for which this Security stood & Warranty Execution thereof against Him and was actually Imparled for and as to the Defendants [illegible] further that he had no Cause of Action on the Files & Records of the Writ of Complaint & Letter against the said Pondamalla Chudderpah by this Replycant, This Replycant cannot give Credit to such Assertion as this Replycant verily believes that he must have Notice & advice of the same from the said Pondamalle Chudderpah who without doubt must have informed the Defendant of his being sued as this Security as he was also his Correspondent at this place for several Years and of the said Pondamalle Chudderpah did not cause the said Defendant of the same which at Certainty he ought to have done. This Replycant conceives he ought not to suffer for the Neglect of the said Pondamalla Chudderpah in not Procuring the Payment of this just Demand and this Replycant further asserts that no part of the Effects of the Defendant ever came to the Hands of this Replycant nor does any part of the Debt owing & Recovered by his Attorney the said William Pocock or any other from the Defendant or his Effects this Replycant cannot be deemed accountable to the Defendant for the same, This Replycant does not deny but that the whole might have been Recovered had not the French gone & entered the same by taking the Place where the Defendant Resided & save and this Claims to be the Substance of the Defendant has to alledge for himself

As to that the Defendant afterwards to wit

John Andrews this Replycant Answers & says he is not conscious that he ever Employed the Defendant or this Replycants Attorney applied to the said Mr John Andrews as Chief of the Company's Settlements in the Northward to procure the payment of this the Replycants Demand and which the Defendant was after from time to time to the said Mr John Smith that he offered Bond or Security for payment but refused which he said then he obliged to Give but which however he could not Give prior to the Arrival of the said Mr John Andrews

And Replycant admits that he came to this Replycants Attorneys House accompanied by two Persons in the Evening and upon the Defendant coming into this Replycants Attorneys House his Attorney asked him if he had any acquaintance in the Black Town to where he might Lye that Night as this Replycants Attorney Dubash who was not known to the Defendant & who was at Supper and Defendant should come in the Morning to Interpret between the Gentlemen he came upon & which the Defendant made Answer that he had some Acquaintance in the Black Town but that it was too late to detain them then and that he Poor Father stay at this Replycants Attorneys House for that Night where he Remained till Next Morning but this Replycants Attorney does believe that the Defendant being a Gentoo & therefore by his Religion obliged to Eat and Drink at the Hands of a Brahmin

many Lyes and Untruths and misrepresentations in the said Replication contained for Answer thereunto saith that all the matters and things in this Defendants Answer and Plea set and sufficient in the Law to be Replyed unto And this Defendant further saith that it may be true that the said Cause of Pandammalle Chandrapah against the Replyant in which the Decree was pronounced went through the usual and Regular Forms and took up a Considerable time but this Defendant saith that it was entirely out of the Power of the said Pandammalle Chandrapah at that time to have all the Pleas which might have been Pleaded there, because at that time all the Portuguese Country was under the Government of the French King and all the Letters which were sent home from thence were intercepted by them except one Letter belonging to this Defendant which never Received by the said Pandammalle Chandrapah after the Decree was passed in favour of the Replyant wherein this Defendant advised the said Pandammalle Chandrapah that he had drawn upon the Bill of Exchange drawn upon this Defendant in favour of William Brereal Esquire and this Defendant also saith that the Pleas which the said Pandammalle Chandrapah made use of are by no Means the same with the Pleas now made use of by this Defendant And this Defendant begs leave to observe to this Honble Court that all these disputes arose from the Ill Conduct of the Replyant who for one Lack of Pagodas two different Obligations by forbearing and also bringing this Defendants Agents this Defendant admits that at the time the said Cause was carryed on the said William Brereal Esquire was then alive and on the Spot what he may be now that leaves provided as a Witness on the part of Pandammalle Chandrapah, but this Defendant denies that the Commencement of the said Suit was after the time limited by the Articles this Real damages by the Ill Conduct of the said William Brereal Esquire for the particulars of which Damages this Defendant begs leave to Refer this Honble Court to the Account Current annexed to this Defendants Bill of Complaint and for which this Defendant says he could not sue this Replyant at that time as the Letters were all intercepted and the being a Native of India did not know the Laws and Customs of the English Nation in this respect therefore the Replyant says that this Defendant cannot support any pleas against the Replyants present Demand this Defendant saith that he hopes he shall be able to do it to the Satisfaction of this Honble Court and this Defendant also saith that he cannot conceive how the Replyant can make any Demand on him as he hath suffered so much already by the Ill Conduct of William Brereal Esquire and the Replyant this Defendant cannot think that he is under any Obligation to satisfy a Decree of this Honble Court as the Replyant cannot give any just Grounds for the same and this Defendant says that the

Sett

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Read and Filed the 15th
June 1760

To the Honble the Mayor Court
at Madraspatnam

Humbly Complaineth and Sheweth unto the Honble Court your
Orator Pyrah Mawjee Chubby Late of Vizagapatam but at present of Pallamcotta
George Merchant that Edward Burman by his Attorney Andrew Ross also of the
same place Merchant stand indebted to your Orator in the Sum
of Two thousand six Hundred and six Pagodas twenty one fanams and
forty seven Cash which by Sterling money of Great Britain accounting
every Pagoda eight Shillings would amount to the Sum of One thousand
and forty two Pounds fourteen Shillings and ten Pence or thereabouts as
will more fully and at large appear by the Account annexed to your Orators
Answer to which your Orator most humbly refers and prays the same may
be admitted as part of this your Orators Bill of Complaint and your Orator
further sheweth unto this Honble Court that he humbly conceives that the
said Edward Burman by his Attorney ought to pay the aforesaid Sum of
Two thousand six hundred and six Pagodas twenty one fanams and forty
seven Cash as the Sum which your Orator has sustained more accounted by
the action of William Percival who at that time acted as Attorney to the said
Edward Burman and did unwarrantably seize the Goods and Effects of your
Orator for and on account of the said Edward Burman the particulars
whereof more fully set forth in your Orators Answer to which your
Orator prays reference and as the said Edward Burman by his Attorney
Andrew Ross absolutely refuses to give your Orator any manner of satis-
faction touching the Premises your Orator prays a Writ of Subpoena to
this Honble Court shall appear agreable to equity and good Conscience
To the End therefore that the said Edward Burman by his Attorney 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 truely
and Effectually to all intents and purposes as if the same were herein
Repeated and he interrogated and be Decreed to pay unto your Orator the
aforesaid Sum of Two thousand six Hundred and six Pagodas twenty
one fanams and forty seven Cash with such Interest Costs as shall
hereafter become due thereon till full Payment is made and all Costs
of this Suit May it please this Honble Court to cause the said Edward
Burman by his Attorney Andrew to be Summoned as by Right ought by
the Sheriff of Fort St George Town of Madraspatnam and the
District thereof personally to be and appear at a certain time and
place

to the demand made by the Cross Complainant this Defendant humbly ...
appertains that the same should legally and regularly become upon the said
Edward Bowman himself or his or England and not upon this Defendant nor
upon any other Person or persons but the Cross Complainant
Complainant can and may be Required for satisfaction of his demand
if he really has any which herein Defendant this Defendant
verily believes he has not, and appreheded that the Cross Complainant ...
entitled merely to gain time and endeavour to perplex this present de-
-mand which this Defendant ever has on the behalf of his Constituent
this Defendant never having had the most distant reason to believe ...
either from any thing which his Constituent ever Communicated to him
or Words or from any other Circumstances that his Constituent ever
owed any thing to the Cross Complainant but on the Contrary
that the Cross Complainant was and has always been indebted to
the said Edward Bowman this Defendants Constituent ever since their
first Dealings or Commerce and this Defendant was not himself
acquainted with their Transactions when they passed nor with any
of those mentioned or referred to in the Cross Complainants Bill and
therefore this Defendant cannot nor does affirm or deny any
thing in Relation thereto so far as the same immediate or personal ...
Knowledge further than as is before is but has been informed & ...
-ed & believes the Facts mentioned in such Cross Bill to be true
and this Defendant for his Defence to such Cross Bill by the
Cross Complainant brought into this Honble Court or so much thereof
as this Defendant is advised is material for him to make answer unto
and this Defendant answering saith that he has been informed & ...
believes that the Cross Complainant hath not any Right or Title
to the Premises in the Cross Bill mentioned or any part thereof
and this Defendant hath been informed & believes that the Cross
Complainant hath not been in the Possession or Receipt of the
Rents Issues or Profits of the said Premises or any part thereof
for the space of twenty years or any other Considerable time
before the filing of the Cross Bill and this Defendant hath been
informed & believes that the Cross Complainant hath not ...
Title to the said Premises or any part thereof by Reason of any
Lease or Grant for any Term of Years or other Interest
whatsoever which is not now Subsisting and in Force and this
Defendant hath been informed & believes that the Cross Complainant
hath not been in the Possession or Receipt of the Rents Issues or
Profits of

"Pyrale Ramanchetty Agal Vinca Chetty Poodu Lutchmie Ammanna Ramachetty
"Ramans and discharged the Defendant Edward Burman and thereby to procure
"Payment of the Bill of Exchange which he Produced for the Valute of the Obligation
"or to get any Satisfaction for the same or for the substantial Security of the Mortgage
"of a House and two Boats The Suit was therefore dismissed Which not Withstanding
the Cross Complainant continues to make a Demand upon the Defendant Edward
Burman and that for no less than two Thousand Star Pagodas and one
Pagoda instead of acknowledging Payment, Credit of a two Hundred Pagodas
which he owes to the said Edward Burman is not otherwise to be compensated
by this Defendant than that it appears to him that the Cross Complainant intends to
gain time And has therefore upon this Cross Suit with a design to perplex this Defendant
with a Litigious Suit in hopes of tiring him from persecuting the Interest of his Con-
stituent and that the Cross Complainants have no just foundation for his
Demands is further probable from his not having made any Claim upon
Burman himself while he was here which was above Thirteen or Fourteen Months
after the Capture of Vizagapatam or upon the Decree Now Perused which was
two Years after that Accident but what gives this Defendant a further and better
Conformation of the Justness of his Honest Intents aforesaid is that the Cross Complainant
himself did acknowledge the same to him and Expressed his unwillingness to
Satisfy him by Giving him his Obligation to discharge the Debt at different
Payments and telling him that he had two Vessells which he expected from the
North and which and their Freight he offered to deliver but had not at that time
to produce nor did he assert any Necessary for this Defendant to produce any further
or better Proof of the Justness of his Constituents Demand than that the Cross Com-
plainant himself does in every Clear and Explicit terms give Credit for Ballance
due to his Defendants Constituent with the Interest due thereupon as witness
Letter by and with his the Cross Complainants Agents on the Account Current
annexed to his Answer as the Original Suit and on the other Hand he Debits the said
Account for the Sum Recovered of Pundaravelle Ruddeapa in part of the said Debt
and as to the Ballance which the said Cross Complainant brings this Defendants
Constituent contrary in Effect to aforesaid Decree given by this Honourable Court in
favour of this Defendants Constituent indebted to him, it rests upon him the
Cross Complainant to make the same Good, This Defendant admits he cannot
deny of any proof thereof and altho he the Cross Complainant should be
able to make the same Good which however this Defendant does not by
any means imagine that he can do yet also rests upon him the Cross Complainant
to find Means to recover the same of the said Edward Burman this Defendant
declaring that he neither is nor can be made Answerable for the same

More

Thereby it is Inacceptable Hee being obliged to give general Rule to the Cross Bill
Hee Cross Replycant is of Opinion That the same was right and just and agreeable
to the Form and Rules of this Honble Court and Hee Cross Replycant alleadgeth
that the Attorneys of the Cross Defendant have distrained Hee Cross Replycant by
carrying on a Prosecution against Hee Cross Replycant which they have no just
Grounds to maintain for Hee Attorney of Edward Burman hath no Right to Commence
the Original Action this Honble Court against Hee Cross Replycant but by all Hee
that Hee Defendants Attorney maketh use of That he is not to be answerable for the
Actions of any other Man Saith Replycant so that the Cross Defendant alledges that
Hee Replycant ought to sue Edward Burman notwithstanding and that he alone
alone must be Answerable for his own Actions Hee Cross Replycant saith that as
the Constituent of the Defendant is in England Hee Cross Replycant hath not an
Opportunity of bringing an Action against him unless by appearing Attorney
there which Hee Replycant hath it not in his Power to do, But as the Cross
Defendant hath by his Attorney commenced a Suit against Hee Replycant, Hee
Replycant is certainly at Liberty to defend the same as also to file a Cross Suit for
and Soe the Cross Defendant may be enabled to him and if Hee Replycant
should obtain a Decree he does not doubt being able to fall upon Methods to
procure the Amount of the same, Hee Replycant does not deny but that he did
Borrow Money by his Agents of the said Edward Burman but did not by Payment
of the same enter into any other Agreement then that which the said Pondamalle
Chinderapah gave to the Defendant, Hee Replycant does say that upon Closing the
Accounts with the said Agents there arose a great Loss to Hee Cross Replycants and
that there remained a Ballance due to the said Edward Burman to the amount of
Fifteen hundred Pagodas for which Sum he caused them to himself accountable as
there was a Bill of Exchange and an Obligation granted by the said Agents not
being in a Capacity to discharge the same, Hee Cross Replycants Agents were
Compelled by the said Edward Burman to give and grant a Bill of Exchange which
was dated in April one thousand seven Hundred and fifty seven and for the
Security of the Payment of the said Bill of Exchange, Hee Cross Replycants Agents
gave an Obligation unto the said Edward Burman and at the same time the
said Agents Mortgaged two Vessells of two Masts each and likewise a House
at Vizagapatam belonging to Hee Cross Replycant to the Cross Defendant, and
it was agreed that the Mortgage Effects should Remain in the Possession of
the said Edward Burman or his Assigns to load the Ships Bond and Expence
of Hee Cross Replycant till the said Bill of Exchange should be discharged
and it was insisted in the said Bond that the Mortgage Premises was
as a Security for the Amount of the said Bill of Exchange, and Hee Cross

Replycant

of this Honble Court. This Defendant on his part will apprehends that they are not so, as is already alledged in his said Answer. This Defendant cannot help Remarking to this Honble Court that the Replicant in this Application has perhaps in Order to Aggravate his pretended Grievances not entered the Literal Number of the Character of the said Edward Barnard by averring that the Attornies of the Cross Defendant have Authorized Him to Bring such Proceedings he calls upon this Defendant alone as one Also this Defendant Moving together with Edmund This Defendant cannot help observing that he is much at Loss what Conclusion the Replicant would draw from asserting that this Defendant had also had no Right to Commence his Suit But by explain that he is not to be Answerable for the Actions of any other Man, in what manner this could induce this Defendant to pay the Replicant This Defendant leaves to the Replicants wise Judgment to Explain, This Defendant in Answer to the Replicants question of the difficulty of suing this Defendant in England said is not in his power to appoint an Attorney there, says that such Assertion he believes is without foundation as he conceives that it is in any one's Power that is in any Branch of Trade to appoint Attorneys there, which this Defendant is of Opinion would have been the most Eligible step This Defendant denyes that the Replicants Agents were Compelled to grant the Bill of Exchange set forth in the said Replication nor does this Defendant admit that the Goods Vested by the Replicant to have been delivered to Mr William Brand can be deemed as part Payment of this Defendants Demand for the Reasons already alledged in this Defendants Answer. This Defendant denyes that the Suit Commenced by this Defendant can be deem Vexatious & Oppressive & therefore Ask the Replicant what he Himself gave this Defendant Credit for this Defendants whole Demand with all Interest due thereon. This Defendant therefore presumes he can with greater Propriety of Reasoning attribute this character to the Replicants suit, as it Evidently appears, And this Defendant says as in and by his said Answer he has already said and does and will maintain all and every thing therein Contained & Submits Himself and thereby alledges this Exception to be

Archdale Palmer
for the Defendant

No 1

Wheeler Pyrah Bannerman & Co Agents & Commission Merchants also Bond Lackpore and Mahanna Coy of Madras Merchants

Power of Vonveyance Whereas Edward Burman on the Disposition of the said Edward Burman his Assignes at the Risque Cost and Expence of Pyrard Bonnave Chatty as above is to call the afore recited Bills of Exchange together with all the Expences that shall arise on the Navigating and Insuring of the said Vessell shall be paid by the aforesaid Pyrard Bonnave Chattee which is to be Completed one or before the Expiration of Thirty days after the aforesaid Bill shall be tendered to the said Pyrard Bonnave Chatty or at the Usual Place of Residence and on Case the amount of the said Bill together with all the Necessary expences which shall arise on procuring the aforesaid Vessell called the Vendhatchella is not punctually discharged on the Expiration of the aforesaid limited time of Thirty days That the said Edward Burman or his Assigns shall have full Power and Authority without any Hinderance from any Person or Persons whatsoever to dispose of the said Vessell as his or their free Will and Pleasure and in such Manner as he the said Edward Burman or his Assigns shall Conceive to be most Advantageous and after the said Vessell shall be so disposed of the said Edward Burman or his Assigns shall in the first Place deduct out of the Sale of the said Vessell all the Charges that shall have accrued on the Navigating and Insuring of her together with the Commission and other Charges Arising on such Sale and the Remainder or Net Produce of the Sale as the said Vessell is to be Taken and Received by the said Edward Burman or his Assigns in part Payment of the aforesaid Bill of Exchange And Whereas the said Pyrard Bonnave Chattee is to send from Pondicherry to this Port of Madras a Vessell of this same property Loaded with Grain and other weighty and Necessary Goods which Vessell is called the Vendhatchella and was to be Navigated by a Tindall Named Doomandasa which Consignment of Grain &c was to have Completed and discharged the Remainder of the Obligation and Agreement herein Recited and hereunto annexed which Vessell have not yet Arrived at this Port of Madras and Whereas the Bandar Lachenie and Ashtamma Roy have great Reason to believe that the said Vessell called the Vendhatchella is now Laying in the River of Vizagapatam in such Case the said Bandar Lachenie and Ashtamma Roy as Consignees for the aforesaid Pyrard Bonnave Chattee do by these presents Assign Mortgage and make over unto the said Edward Burman or his Assigns the aforesaid Vessell called the Vendhatchella together with all her Tackling Boats Anchors and Cables &c and also a large House Situated in Vizagapatam aforesaid all which being the Property of the said Pyrard Bonnave Chatty and We the said Bandar Lachenie & Ashtamma Roy as Consignees aforesaid do by these Presents Give grant Bargain and Empower the said Edward Burman or

Two

Lachme and Mathranna Roz Merchants of Madras are jointly and severally held and firmly bound unto Edward Burman of Fort St George Merchant in the full and just Sum of Five thousand Four Hundred and Thirty Four Pagodas Twenty Eight Fanams and Sixty Cash (Pag.s 5434.28.60) Coin Current Money of Madras aforesaid to the true and due Payment whereof We the said Ry nate Ramme Chitter Ongulla Vanke Chitty Boodo Lachme and Mathranna Roz do jointly and Severally bind our selves our Heirs Executors Administrators and Assigns firmly by these Presents In Witness whereof We have hereunto set our hands and Seals dated in Fort Saint George this Seventy Eighth day of October one thousand Seven Hundred and fifty Seven — The Condition of the above bound Ry- nat Ramme Chettee Ongulla Vanke Chitty Boodo Lachme and Mathranna Roz have taken up and Received of the aforenamed Edward Burman the Sum of One thousand five Hundred New Madras Pagodas which are to be Estimated in Account with the said Edward Burman at the Rate and Exchange of one Hundred and Nine and one Quarter (109 ¼) Pagodas Current of Fort Saint George aforesaid for one Hundred of the said New Madras Pagodas amounting to Pagodas One thousand six Hundred and Sixty Eight and three quarter Current of Fort Saint George aforesaid Whereas the above bound Ry- nat Ramme Chettee Ongulla Vanke Chitty Boodo Lachme and Mathranna Roz have also taken up and Received of the said Edward Burman the Sum of Three thousand Nine Hundred and Sixty Nine and three Eighths Arcot Rupees which are to be estimated in Account at the Rate and Exchange of Three Hundred and Sixty Eight Arcot Rupees for one Hundred Pagodas Current aforesaid amounting to Pagodas One thousand Seventy Eight and twenty three Fanams and Sixty three Cash in which the Sum of One thousand six Hundred and Sixty Eight Pagodas and three Quarters aforesaid makes the Sum of Two thousand Seven Hundred and Seventeen Pagodas fourteen Fanams and Sixty three Cash (Pag.s 2717.14.33) which is to be stated in Account with the aforesaid Edward Burman with the Interest of Twenty four Fanams and Sixty six Cash by the Day from the Date of these Presents to the day of settling this Obligation which is to be completed on or before the first day of April next which will be in the Year One thousand seven Hundred and fifty seven on the Terms and Conditions hereafter mentioned viz. That is to say the aforesaid Sum of One Thousand five Hundred New Madras Pagodas together with the aforesaid Sum of Two thousand New Madras and Sixty three Cash Arcot Rupees and

Wives ...

is to be Charged non travelling Charges on the Negotiations neither more nor less on the other

Now the Condition of this Obligation is such that if the above bound Pyrat Ramanee Chitty Ongulla Vanka Chitty Boodoo Lachanna and Ramanna Rog or any or either of them shall within ten Days after the Date of these Presents set safely Land on his or their Journey from this Town of Fort Saint George or from the Town of Madras for any Port or Ports herein Stipulated with the aforesaid Sum of one Thousand four hundred New Madras Pagodas and three Thousand Nine hundred and Sixty Nine Arcot Rupees and three Eighths and if he or they shall with all convenient Speed and according to the best of his or their Skill and Power perform every other Act and Deed as heretofore set forth and if he or they shall actually Ship on Board of any Vessel or Vessells Goods of all or any of the Sorts heretofore agreed on at the Market Prices of the Place or Places where he or they shall purchase them to the Amount of the aforesaid Sums of One thousand four hundred New Madras Pagodas and three Thousand Nine Hundred and Sixty Nine Arcot Rupees and three Eighths excluding the Charges which he or they shall at that time actually have paid thereon And if he or they shall Consign those Goods unto the aforesaid Edward Burnaby And send Advice of the same by Land within three Days after he or they shall have Shipped such Goods with an Account of the Cost and Charges thereof Shipper Shipes Names Marks with a Duplicate of the same Advices within Eight Days after he or they shall have Shipped such Goods and in Case of the Loss of such Vessell or Vessells or such Goods or any part thereof shall be Shipped on Board of their Own Proper Bound Pyrat Ramanee Chitty Ongulla Vanka Chittee Boodoo Lachanna and Ramanna Rog or any or either of them shall pay or Cause to be Paid unto the aforesaid Edward Burnaby his Executors Administrators or Assigns the one half of the full and just Amount of the Goods that are so Laden on Board of the Vessels or Vessel together with the one half of the Interest arising on the Amount of the Goods Laden as aforesaid then this Obligation shall be void or else to be and Remain in full force and Virtue

Signed Sealed and Delivered
(Where no Stamp Paper can be had) in Presence of
Solon Smith
James Brunt

Ongulla Vanka Chitty for Pyrate Ramanee Chitty ... (L.S.)
Ongulla Vanka Chittee ... (L.S.)
Boodoo Lachanna ... (L.S.)
Ramanna Rog ... (L.S.)

Attested to be a true Copy from the Original Obligation without Boodoo Lachanna and Ramanna Rog two of the Obligors did in our Presence acknowledge to be their Act and Deed

George Stratton
Robert Bruere

and told him, we intend to settle this affair four Hundred Pagodas Morefore you need not say anything about it, Then Mr Cornelius also Dane at Madelphatam, Inquired time the Ship will be Ready and Later here with Grain and Then Comes to the same Tune Mr Andrews sent for me to Accompodate him Before this person all that Intended to do, If Cornelius for four Hundred Pagodas Mr Andrews not to trouble me, and Took out the Bonds Amounting Pagodas worth of Goods, Hope you will write to Mr Andrews about If you will be for four Hundred Pagodas or one hundred Pagodas Let me know and I will send a Hundred Pagodas of Goods, Moreover in the Letter you Sent me know and write to Mr Andrews not to trouble me, If you do not write to me know we shall loose the Season for sending the Ship, I have taken much trouble in to Procured Grain ready for one Ship which is already measured, I cannot write You much, You must write to me in all Haste and let the Letter travel day and night as my Remaining here has been much Business, If you write me to come to Madras I will come with my Ship, If you delay you will spoil our Business make these terms and let Mr Andrews Know he is not to trouble me

However this Business you must take some trouble on and Settle either to pay One Hundred Pagodas extra Season four hundred Pagodas or Consider of Keeping two Hundred Pagodas this Year Let me Know as also Mr Andrews by Letter, If you dont do this I will not do Notwithstanding you must take a great deal of trouble to make these terms, as I had wrote you a Hundred times If you want any thing write to me what can I say more

A True Translation from the Original by

Hanneyya Interpt.

Interrogations to be Administered to such Witnesses as shall be Produced sworn and Examined on the part of the Complainant in a Certain Cause wherein Edward Burman by his Attorney Andrew Ross is Complainant and Pynate Ramme Chetty is Defendant

Interrs ..... Do you Know the Parties Complainant and Defendant in this Cause or either of them If yea how long have You so Known them or either of them Declare

1st Mandatory ..... Did You Know or was you acquainted with Mr William Brevet Deceased late Chief of Pagapatam If Yea do You Know or have you been Informed of any Effects said to belong to the Defendant Pynate Ramme Chetty

Veeraka Subbanna

Pundaram

Mahanad Chenna Venkanna

Venkyyandah

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Acquainted late Chief of Vizagapatam and that he knows that the said William Percival had Effects in his Possession belonging to the Defendant, that the Depon-
-ent did deliver the Key of the Godown wherein the Effects were to Richard William Prevost Esquire as Security for the Amount of the Bill of Exchange
so that he the Said William Percival had Redress from the Complainant and
Amicable Payment of and with Interest by the Consent and the
Defendants Request that the said Effects were disposed in the Custody of the
said William Percival and saith that to the Knowledge of the said Goods
were delivered, that Mr Percival sent for the Muslins of them and retained them
himself and further saith that to the Agreement known the time when the
French took Possession of Vizagapatam, that the said Effects were
into the Possession of the aforesaid William Percival about one Month and
seventeen Days before the loss of that Settlement and this Deponent further
saith that he knows of a Vessell which the said William Percival hired to
Freight of the Defendant that was hired on account of the Complainant
and that the said William Percival was to pay two thousand Rupees a
Year for the Freight thereof which Sum he was to deduct out of the Defend-
-ants Debt to the Complainant and saith that the said Vessell was there
a Month and four or five Days before the French took Possession of
Vizagapatam and further saith that the said Vessell was in a fit
Condition and ready to have sailed before that the French took Poss-
-ession of the said Place but was detaining by the said William Percival
and more saith not to this Interrogatory

D
B..... To the Third and last Interrogatory this
Deponent saith he not to any Particular Question inquired of in
or the last Interrogatory or

Nanedagam Verasse

Mad Clarke
&c.

Mayors Court at
Madraspatnam

Between Edward Freeman by his Attorney Andrew Ryle
Complainant and Ignatz Romme Chetty Defendant

Depositions of Witnesses in this Cause taken by and before the
Court in this Court as follows
Nanedagam Verasse of Madras Inhabitant Aged
25 Years or thereabouts being produced as Witness in the Cause on the part

2nd

Lower Town Lindo 3 ..... Did you or did you not know or was acquainted with the Defendant at Orange Nature? If yes how long was you so acquainted with him Was Combolus Cruel and the Defendant Good Regarding his Circumstances, as well Married in the General Opinion of Those what was your opinion or Knowledge of his Circumstances with your Reasons for Such your Knowledge or Opinion about particulars how or more as you can Remember state you so acquainted with him and his Circumstances declare Honestly as you Know and do believe with your Reasons at large

2nd Witness Knight Sr ..... Do you Know or can you say any other Matter or thing Material for the Complainant in this Cause to set forth Declare as you Know or do believe together with your Reasons at large

Archdale Palmer
Atty for the Complainant

Mayor's Court &c
Madras Fort Georges

Between Edward Burman by his Attorney Archdale Pals Complainant and Joseph Rose Rowe Esqr Defendant

Depositions of Witnesses in this Cause taken Examined before the Examiner in this Court as Follows

Virgee of Hyderabad Dubash aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 16th Day of December 1761 Sworn at the Office of Mr Richard Fyfe Attorney for the Defendant by Interpretation to the 1st Article of the Name Title and Place of abode of the said Virgee and afterwards on the same Day being Sworn and Examined Deposeth as Follows

A ..... To the first Interrogatory this Deponent saith that he knows the Complainant and about 18 Years and the Defendant 20 Months or thereabouts

2 ..... To the second Interrogatory this Deponent saith that to the Knowledge of this Deponent the Defendant last February was twelve Months on Account of the Complainant and acquainted him he was the Complainants Attorney and desired him to discharge the Debt to the Complainant that the Defendant Might not be had made met with great Misfortunes and Could not but that he expected his Effects in Agent and he would then without fail pay him but the Reason of this Deponents knowing the foregoing Circumstances is owing to his being

7/6

Interrogatories to be Administered to Pandanella Chendrapah at Madrapatnam on the part of the Complainant in a certain Cause wherein Edward Barnam by his Attorney Andrew Pope is Complainant and Pyrah Ramah Chitty Defendant

Interrogatories..... Do you Know the parties Complainant and Defendant in this Cause or either of them? If Yea how long have you so Known them or either and which of them? Declare

2d..... Did you or did your servant advise or write any Letter or Letters unto the Defendant in this Cause of any Suit or Suits being prosecuted against you in the Mayors Court? If Yea what Suit or Suits was it that you gave such advice of and whether was such advice sent by you and by what hand? Did you or did you not Receive any Answer to such Letter or advice? If yea to what did your Receive such Answer about that particular time, was it before or after such Suit was determined in the said Mayors Court declare

3d..... Do you Know or can you say any other matter or thing Material for the Complainant in this Cause? If Yea set forth the same as you Know or do believe on

Andrew Pope
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Edward Barnam by his Attorney Andrew Pope Complainant and Pyrah Ramah Chitty Defendant

Depositions of Witnesses in this Cause taken by and before the Examiners of this Court as Follows

Chundrapah of Madras Merchant Aged 55 Years a Witness in this Cause on the part of the Complainant sworn the 6th day of December 1751 Sworn at the Office of Mr Richard Tyke Attorney for the Defendant by Ennaya who left a Note of the Name Title and Place of Abode of the said Chundrapah and afterwards on the same day being Sworn and Examined Deposeth as Follows

1..... To the first Interrogatory this Deponent saith that he has Known the Complainant 6 Years and the Defendant 20 Months or thereabouts

2..... To the second Interrogatory this Deponent saith that he did write a Letter to the Defendant in this Cause of the Complainants having prosecuted a Suit against him this Deponent in the Mayors Court that he sent the Letter one day about three Years ago by Ram and saith that he received an Answer to the said Letter from the Defendant advising him he had Satisfied Mr Barnam that he the said Defendant Owed the Sum before the Suit was Determined in the said Mayors Court and more without to this or the last Interrogatory

Mark of Chundrapah

2/B

Defendant on Her Cause of Questions Annexed on your Behalfs to be
delivered to the Persons aforesaid your Knowledge and Belief

Aston Attorney
for the Defendant

Mayors Court at
Madraspatnam

Between Edward Burman Hughes Attorney Andrew Pope
Complainant and Syed Hamet Ebidy Defendant

Deposition of Witness on the Cause taken by and before the Examiner
in the Court as follows

Cochanah Bungar of Madras Dubash Aged 28 Years or thereabouts being
produced as a Witness on the Cause on the part of the Defendant sworn on the 5th day of
July 1780 Examined at the Office of Mr Cockdale Paterson Attorney for the Complain-
ant by Interpreter who first a Note of the Name Title and Place of abode of the said
Cochanah Bungar and afterwards in the same Day being duly Sworn and
Examined deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he has no Knowledge of the Complainant
but has known the Defendant 16 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he the Deponent & William Percival did
send for the Defendant about a Demand; that it was about two Months before the Loss of
Nagapatam, at Nagapatam that he the Deponent does not know what the Sum
was or who the said William Percival and did show any Paper relating to
Cod pair to the Defendant all that done nor what Account passed between the said
William Percival and the Defendant and this Deponent saith that Mr Percival
did send his Conveyly to desire the Defendant Godown and ~~stock~~ Room to
deliver him the Keys, that this was at Nagapatam, that the Godowns in the
Godown Long Cloth fine and Ordinary with Sundry other things, but the
Deponent does not know to what Amount, that it was a few days after Mr
Percival had sent for the Defendant, that the above was done by the Directions
of the said William Percival but the this Deponent does not know in whose Power
the said Effects were taken but saith that they were plundered by the Enemy
afterwards and this Deponent saith that to his Knowledge the Defendant did
let a Vessel on Freight at Nagapatam about three Years past to Mr Percival
but does not know on what Account that Sum was to pay two Hundred
Rupees a Year, but he the Deponent does not know the Terms of the Freight
or in what manner it was to be Accounted for that the Vessel was to have
been sent to Bengall and further this Deponent saith that the same
Cargo of Cloth put on board the said Vessel by the Defendant, that to this

Deponent

1760

Q. That the Transaction happened at Bengal above three years past that the same was done by the direction of Mr. Percival on account of the Complainant and that the said Effects were afterwards seized by the French and thus Appears further to the best of the Defendant did not do his Utmost to procure a Bill of Exchange fifteen days after the arrival of the Complainants Bill of Exchange to the said William Percival account of the Complainant that he was to pay at the Rate of two thousand Rupees a Year untill more to be deducted out of this Debt to the Complainant that the said Effects were sent to Bengall and saith that there were Cargo of Cloth put on board the said Effects by the Defendant at the Request of the said William Percival on account of the Complainant and further saith that the said Effects was seized by the French and more saith not to this Interrogatory

A. To the fourth and last Interrogatory this Deponent saith that to his Knowledge the Defendant did desire the said William Percival to draw up his Bill of Exchange telling him that the Goods had taken the Freight of the Effects with her Cargo amounted within two Pagodas more or less to the Sum he was indebted to the Complainant and further saith that the Defendant told the said William Percival that the French had Plundered his Effects and Sent his Effects and desired to know what he should do and that the said William Percival bid the Defendant not trouble him therein And this Deponent more saith not to any Particular Question or Interrogatory

Mark Clarke

Sworn

Nandegopaul Servai

Mayors Court at Madraspatnam

Between Edward Berman by his Attorney Andrew Ross Complainant and Pyrate Ramma Chitty Defendant

Depositions of Witnesses in this Cause taken by and before the Examiners in this Court as Follows

Manicanum Chinna Venkatadry of Madras Inhabitant Aged 25 Years or thereabouts being produced and Sworn in this Cause on the part of the Defendant now on the 5th day of July 1760 at the Office of Mr. Brooksbank Palmer Attorney for the Complainant by Commission who left a Rate of the Name Title and Place of abode of the said Manicanum Chinna Venkatadry and afterwards on the same day being Sworn and Examined Deposeth as Follows

A. To the first Interrogatory this Deponent saith that he knows the Parties to this Suit but knows the Defendant to Inhabit in Madras

Q. To the third Interrogatory this Deponent saith that he does not know

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Additional Interrogatories to be Administered to such Witness as shall be Produced, Sworn and Examined on the Part and Behalf of the Defendant in a Certain Cause wherein Edward Burman, Esq. Attorney Andrew Pope Complainant, and Pyrah Bonne Chetty Defendant

1st Witness. 1st ... Do you Know the parties Complainant and Defendant in this Cause, & did you long have those Names there, or either, and which of them, Declare?

Cundapah Chetty and Chidapah Chetty and Andapa. 2dly ... Do You Know, or do You not Know, whether the Defendant was ever Brought a Prisoner to the House of Andrew Pope, Esq. there, and by whom was He brought, what time did it Happen, How, and in what manner was He treated there, How long was he there Confined, and at what time and on what Manner was He set at Liberty ——— Did You Know touching the Affair, from the Beginning to the End, to the best of Your Knowledge and Belief, and How you came to Know the same, Particularly Declare?

3dly ... Do You Know or can You say, any other Matter or Thing Material for the Defendant in this Cause, If You Declare therein, as You Know, have Heard, or do Believe with the Reasons of such Your Knowledge or Belief?

Richard Pyke
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Edward Burman Esqr. Attorney Andrew Pope Complainant and Pyrah Bonne Chetty Defendant

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

Cundapah Chetty of Madras Merchant Aged 41 Years on the Books being produced as a Witness in this Cause on the part of the Defendant was on the 16th day of December 1761 Sworn at the Office of Mr Archibald Palmer Attorney for the Complainant and was duly by Interpreter who left at Foot of the Name Title and Witness of the said Cundapa Chetty and afterwards on the same day being Sworn

Mayors Court at Madraspatnam

Between Edward Bannan by his Attorney Andrew Ogle Complainant and Captain Thomas Ebbey Defendant

Depositions of Witness in this Cause taken by and before the Commissioners in this Court as follows

D 1 To the first Interrogatory this Deponent saith that he has known the Complainant about 5 Years and the Defendant 2 Years or thereabouts

D 2 To the Second Interrogatory this Deponent saith he does not know of the Defendants being brought a Prisoner to the House of Mr Ross but saith that he has heard that he has Confined there two Nights that he does not know how he has treated nor when he was set at Liberty but saith that when he this Deponent returned to his Masters the next Morning the Defendant was there and more saith not to this or the last Interrogatory

Mark Clarke &c.

Fernando Fredapeah

Mayors Court at Madraspatnam

Between Randonmallah Chiddrapeah Complainant and Edward Bannan Defendant

Depositions of Witness in this Cause taken by and before the Commissioners 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 21st day of March 1768 Sworn at the Office of Mr John Palmer Attorney for the Complainant by Commissary who left a Note of the Name Title and place of Abode of the said Witness Person and afterwards on the same day been Sworn and Examined deposeth as follows

D 1 To the first Interrogatory this Deponent saith that he has no particular Knowledge of the Complainant but has known the Defendant Many Years

D 2 To the Second Interrogatory this Deponent saith that over about Fortnight or three Weeks ago the Defendant did transmit to him this Deponent two Cowries and the Bill of Exchange which he this Deponent believes was Drawn by Bardoo Lackany and Thomas Roy on Pynah Ramen Chetty and saith that they were made payable to him

this

of What was Remaining due on the said Obligation or to regain any Satisfaction of the same, from the Defendant Security of the Mortgage of the House and two Boats, which is assisted on by the Complainant, to be an Exposition of the Obligation, This Court doth therefore think fit to Order and Decree that the Complainants Bill shall be dismissed accordingly Order and Decree that the Complainants Bill shall be dismissed accordingly with Cost

A True Copy from the Records of the Honble the Mayors Court

L. M. Stevens Reg

Mayors Court
Madrasapatnam

Tuesday the 9th day of February
Anno Domini 1762

Present
Mr. Peter Marriette Senior Presidency Aldermen
Francis Layton — Isaac Callaud
Isaac Delavanne — & Thomas Powney
Aldermen

Mayors Court

Between Edward Barnes late of Madras Merchant by his Attorney Andrew Ross of the same place Merchant Complainant And Peter Perrin Senior Clerk Defendant

This Cause coming on to be heard and debated this day in the Presence of the Original Complainants Attorney Mr Andrew Ross, and the Cross Complainant, On Reading the Complainants Bill, the Defendants Answer with an Account Current annexed, the Replication, the Rejoinder, the Cross Complainants Replication, and the Cross Defendants Rejoinder, Several Exhibits produced on the part of the Original Complainant, The Interrogatories and Depositions on the part of the Original Complainant with the Interrogatories and Depositions on the part of the Cross Complainant, Debating the Pleadings made use of by the Attorneys and on the Consideration had thereon, It Appearing to the Court that the Original Complainant did transmit to his Attorney William Powell Esquire a Complaint

No 116

Complainant, after he had recorded the above mentioned Bill of Exchange and Mortgage Obligation to his Attorney the said William Stewart Esquire did on the 15th day of October 1862 cause the Defendant Pandaramulla Chuddrapath to be served with Process of this Court requiring him to appear before the Honourable the Chief Justice and Puisne Justices of this Court on the 8th day of December 1862 to answer the Complaint of the Complainant and to abide the Decree of this Court in the premises. And the Defendant having appeared in pursuance of the said Process and the Complainant having filed his Declaration against the Defendant for the sum of Rupees 616.15.71 and the Defendant having filed his Answer thereto admitting the Execution of the Bill of Exchange and Mortgage Obligation sued upon by the Original Complainant to his Attorney William Stewart Esquire and admitting also the Decree against the said Pandaramulla Chuddrapath for the same, and that an Execution thereof by Virtue of a Warrant of Execution from this Court to recover the sum of Rupees 616.15.71 by Sale of the Goods and Chattels of the said Pandaramulla Chuddrapath. This Court doth therefore further proceed to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Cross Complainant the said sum of Rupees 616.15.71. with Interest thereon from the time the same was Decreed. And moreover that the Original Complainant shall pay all Costs on both Sides.

J. C. Lee

Court of Appeals
at
Madras Pattinam } Friday 8th October, 1862.

Between ——— Edward Brannan Esqr of Madras
Merchant by his Attorney Andrew
Ross of the same Place Merchant
Appellant ———

And Pandaramulla Chuddy Respondent ———

The Petition coming on to be heard and determined
this day in the Presence of the Appellants Attorney Mr Andrew Ross
and of the Attorneys on both sides, upon hearing the Petition of Appeal and
Answer and the several Exhibits of the Parties the Papers read together
with the Decree of the lower Court given on Tuesday the 9th day of February
last past in Cause Cross Complaint Number Edward Brannan by his

Attorney

of Fort St George Town of Madrass patnam and the Costs which Henry Brownlow to be and appear at a certain time and place to be by this Worlle 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 therein as to this Honorable Court shall seem Meet

Will Cowper
Attorney for the Complainant

Bill & Sworn John Mc Queen having made Oath to the truths of this Annexed, and that he doth Reason to believe that John Martin Bohmer is about to depart from this place to Batavia immediately Immediately and a Warrant of Arrest issue. Fort St George 23d September 1762.

Peter Manwille
Major

Major's Court at Madrass patnam

Monday the 27th day of September Anno Domini 1762.

Present

Peter Manwille Esquire Mayor
John Calland — John Belmaine
Thomas Powney — Alexander Brohier &
James Hay — Alderman

Between John Mc Queen Esquire in the Worlle Company's Service Complainant, and John Martin Bohmer of Madrass Inhabitant but late an Ensign in the Worlle Company's Service Defendant

The Defendant Appearing by his Attorney Mr Will Cowper Bishop and acknowledging the justness of the Complainants Demand. This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five Hundred Pagodas Pagodas 500 — / together with Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Ellis

Mayor's Court

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Mayors Court
Madraspatnam

The Orator of the Honble Company
Inhabitants of Madraspatnam

Against

Peter Maurette Esqre Mayor
Edward Cotsford Esqre Peter Delvoyne
Thomas Powney Abraham Bowne
Isaac Hay Alexr Anderson

Defendants Humbly Complaining Shewith to Your Honble Court of Judicature at Madras and also of the same place Merchant Defendants

The Defendants appearing in Court and acknowledging the justness of the Complainants Demands This Court doth therefore Grant for to Order and Decree and doth accordingly Order and Decree that the defendant do pay unto the Complainant the sum of One Thousand and two hundred and fifty seven Pagodas Thirty fanams & Pags 1257 30 fs & together with Interest as more is or hereafter may become due thereon until full Payment is made also all Costs of this Suit

Lyttleton

Mayors Court

Read and Filed
15th September 1762

In the Honble the Mayors Court of Madraspatnam

Humbly Complaining Sheweth unto Your Honble Court your Orator Ignatius Lord of Mats as Merchant that whereas Another Merchant of the same place Merchant stands indebted to your Orator in the sum of Two Thousand and fifty Pagodas Current Money of Madras making and being Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Same to be Paid unto your Orator at which said time your Orator applied to the Defendant for Payment which Refused by the Said Defendant notwithstanding your Orator hath frequently and in an amicable manner demanded payment from the said Another Merchant

Wherefore your Orator most humbly prays that the Honble Court will be pleased to Order the Said Another Merchant to pay unto your Orator the Sum of Two Thousand and fifty Pagodas Current Money of Madras making and being Money of Great Britain at the Rate of Eight Shillings for every Pagoda with Interest for the same from the time it became due and payable and your Orator shall ever pray &c

Ignatius Lord of Mats

Sworn before me this 13th day of September 1762

Lyttleton

Mayors Court

Read and Filed
15th September 1762

In the Honble the Mayors Court of Madraspatnam

Humbly Complaining Sheweth unto Your Honble Court your Orator Ignatius Lord of Mats as Merchant that whereas Another Merchant of the same place Merchant stands indebted to your Orator in the sum of Two Thousand and fifty Pagodas Current Money of Madras making and being Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Same to be Paid unto your Orator at which said time your Orator applied to the Defendant for Payment which Refused by the Said Defendant notwithstanding your Orator hath frequently and in an amicable manner demanded payment from the said Another Merchant

Wherefore your Orator most humbly prays that the Honble Court will be pleased to Order the

the

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Read and Filed
5th October 1762

To the Honble the Mayors Court at
Madraspatnam

Humbly Complaineth unto this Honble Court your
Orator Daniel DeCastro of London Merchant by his Attorney Daniel Mestaer
of this place Merchant and Daniel de Castro Executor to the Estate of Dan.l Gregg
Fernandez deceased That Rayoor Bala Krishna commonly called
Rayoor Viragoo Chitty of this place is Indebted to your
Orator in the Sum of Four Thousand Pagodas making one Thousing Money of Great
Britain at the Rate of Eight Shillings for every Pagoda Six Thousand Eight
hundred pounds all which with Interest fully and at large appears upon
Reference to a Bond ready to be produced when Required by this Honble
Court and whereas Your Orator hath frequently (and in an amicable
manner) demanded Payment thereof

But now so it may please this Honble
Court the said Rayoor Bala Krishna commonly called Rayoor Viragoo
Chitty obstinately and Wilfully Refuses your Orator any manner of
Satisfaction touching the Premises Your Orator therefore prays a General
Relief such as to this Honble Court shall appear agreable to Equity and
good Conscience To the end Wherefore that the said Rayoor Bala Krishna
commonly called Rayoor Viragoo Chitty may upon his Corporal Oath
a true and perfect Answer make to all and singular the matters and things
herein before alledged and as fully and Effectually to all
intents and purposes as if the same were here again Repeated and Interrogated
and he decreed to pay unto your Orator the said Sum of Four Thousand Pagodas
together with all such Interest as more or hereafter shall become due thereon
also all Costs of this Suit

May it please this Honble Court to cause the said
Rayoor Bala Krishna commonly called Rayoor Viragoo Chitty 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

Archdale Palmer
Atty for the Complainant

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Joannes Marcou, Pogus Coachie and Coya Avet Dubree sworn maye please this Honble Court the said Joannes Marcou, Pogus Coachie and Coya Avet wilfully and Obstinately refuses to give your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Genl Relief and as this Honble Court shall deem agreeable to equity and good Conscience Tender and therefore that the said Joannes Marcou Pogus Coachie and Coya Avet may upon their Corporal Oaths true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogate and that they be particularly Interrogated whether they or any other Person or Persons for them did not Receive the Amount of the aforesaid Sum of Two thousand seven Hundred Arcot Rupees with such Interest as now is or shall hereafter become due thereon until full payment is made also all Cost of this Suit May it please this Honble Court to cause the said Joannes Marcou, Pogus Coachie and Coya Avet to be Summoned and Required by the Sheriff of Fort Saint 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 peculiar then and there to Answer this your Orator Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem meet

Edward Lane Attorney
for the Complainant

Town Hall the 7th April 1761
This Bill being shown to me between the days
of Adjournment that a Summons may be allowed
thereon, Agreeable to an Order of Court. Jota Lawrence Jnre

Peter Manvelle Mayor

Translate as near as can be of an Obligation of Mary the Wife of Coja Pogus, Pony Nay the Wife of Coja Joannes and Mary the Wife of Coja Avet

We Mary the Wife of Pogus Pony Nay the Wife of Johannes Mary the Wife of Avet Dubbeby acknowledge to have jointly received of Coja Gorgun the Sum of Rupees Two Hundred of Thirty Arcot Pagoda's the Sum of Two Thousand seven Hundred Rupees / the half of which Sum is the Sum of One thousand three Hundred and fifty Rupees and executed this Obligation and delivered the same And We the said Mary Pogus Pony Nay, Johannes and Mary Avet bind ourselves to pay the said Sum of Two thousand seven Hundred Rupees In Madrass Shawy Rupees after our Arrival at Pondar Abbaey at the Expiration of sixty One days from the Date hereof unto the said Coja Gorgun or his Order and in case the said Sum should be paid before the Expiration of the said time the Interest at Pone ffr Cent ffr Annum shall be deducted from the said Sum which after that we are to pay with Interest at Pone ffr Cent ffr Annum

Nation now Residing at Madras have been Obliged to grant them Letters Credito
to their great Detriment many of them having had Large Sums of Money Extorted
from them and several and Several of their Families Compelled to Execute Obligations
for Sums of Money without Receiving any valuable Consideration for the
the Cause on the Grounds now before this Honble Court for whose Relief
one of these Defendants then Residing at Cuddalore Entered into the Service
of Persia Agreed with One Juan Gaspar a Gentleman to go to Ispahan and Persuade
Judah Hasle Defendants Wife to accordingly Repaired and being Commanded
prejudiced every thing for the Departure of these Defendants and Their Children
stopt from going by one Sanguis who was then Governor of Gulpalar who telling the
said Nathan that their Mother and Brother were to account with them for a Sum
of Money would not permit them to depart unless they would discharge the
demanded on their said Mother and Brother; Driven Under Distress to this
Honble Court the Subsistry of this Province of the said Sanguis these Defendants Humbly allege
that Coja Shawmier of this place Merchant and his Mother also resident in
this place are the Mother and Brother of these Defendants Wives the latter of
which at her departure from Persia obtained a Receipt in full from the said
Sanguis a Translate of which is ready to be produced whenever Required by this
Honble Court but whereas these Defendants said Wives not Complying the said
Sanguis Demanded upon them the said Sanguis would not Permit their
Departure and threatened many ill usage these Defendants said Wives finding
no other Remedy to Escape from the said ill Treatment and procure their Liberty
consented to execute three Obligations of which the Complainants is one upon
this Hearing Sanguis Interpreter then and they Arrived at Cuddalore in Company
with the said Juan Gaspar whereas this Defendant Coja Shawmier then was
who soon Learnt Information whereupon the said Nathan had procured their
Delivrance which the Chief of Cuddalore having also heard, but being Desirous to be
Informed of the truth of what these Defendants have alledged Ordered and whether
the Obligations Executed by them were Lawfull and Equitable Ordered a Notary
Publick to attend the said Juan Gaspar who was then upon his Oath to be
and to Examine him as to the manner the said Obligations were Obtained
who declared that they were Given by these Defendants said Wives by Compulsion
and to prove to the World the truth of what Nathan Abraham Examined upon the
Oath Did as aforesaid he made the same declaration in his last Will and
Testament a Translate of an Extract of which these Defendants produce
in Court and whereas the said Chief called Sanguis upon being
informed of this Award that the said Obligations should not be paid and
these Defendants further allege that Gregorio Catchadore

Name

on the Defendants said Answer considered for Reply doth Answer to the
that all and singular the matters and things in the Replyants Bill contained
Were true and thereto all due and set forth and that the said Answer to the said Bill
is very untrue Insufficient and insufficient in the Law to be Replyed unto and this
Replyant further saith that the Obligations mentioned in his Bill of Complaint of the
Wife of the Defendants were not obtained by Compulsion and that the Replyants
Brother was a Stranger in Persia a long time Corpran Nathan and Joseph
Moorhead and this Replyant also saith that the Wife of the Defendants did
Receive the full and just Sum of Two thousand and seven Hundred Arcot
Rupees as well appeares by the Attestations of Witnesses who were at that time
in Persia to Confirm that the Obligations were Voluntarily given by the said
Women and who will also prove that the said Women did go and desire
one Padry Avick to draw out the said Obligations and told the said Padry
Avick that they wanted to Borrow Money of this Replyants Brother and this
Replyant further saith that the Situation of the Kingdome has been subject to
an Arbitrary and Tyranneical Government but that it was never known
for any Person or Persons to obtain Obligations from Women without paying
valuable Considerations for the same and this Replyant also saith that the
Defendants in their Answer makeuse of many Evasions Pleas in order to
screen themselves from this Replyants just Demand and it is well known
to most Persons that Women of their Profession and moreover of a Mother
Profession are very cautious in giving Obligations without Receiving the
full Value of the same, And this Replyant further saith that he cannot be
Answerable for what Sums did the said Women and that the Words of the
Wife of the said Johannes Nazar Pogus Cachick have signed as Witness
to the said Obligation now Sued for in this Honble Court and the Wife of the
said Coja Cavel is in no Shape Related to the Other two Women nor to
Shawmiers Mother, as for the last Will and Testament of Isaac Gaspar
Related in the Defendants said Answer This Replyant says that it does
not Concern him and that such a thing ought not to be mentioned in the
Last Will and Testament of any Person That the said Obligations were given
by Compulsion but that can be no just Plea for the Defendants to screen
themselves from Answering this Replyants Demand, and this Replyant
and also saith that when one Mynheer Rupe Hoven Chief of Cassimbazar
would not give this Replyant any Redress he did here in this Honble
Court in the Month the Mayors Court at Madras and that the
Defendants refused to be Obliged to pay the Amount of the said Obligations

Replycant asserts that Witness to the said Obligation was at the Cation to these Defendants said Wife in answer touching these Defendants absence and refusal any Conspiracy that between an Obligor of an Obligation to compelled to sign the said Obligation as Thus can much more easily be forced to do it, as to the Replycants Assertion that he cannot be answerable for the Actions of Jaques set forth in these Defendants answer. That Defendants are Ignorant of Quantum thereof the said Actions of the said Jaques shall be deemed any wise Necessary to the Complainants put upon the said Women, That Replycant these Defendants answer is nevertheless Irrevocable as to Jaques Just Demand on the said Obligation is proved to be Invalid to the Judgment of this Honble Court These Defendants still answer upon what they have inserted in their Answer concerning the Affinity of Love there is between the Wife of this Defendants Deed and the other two Women although denyed by the Replycant for as these Defendants Deed and Joannes Marcus are Brothers their Wives of Course must be Related by Marriage from for these Defendants Being the Testator inserted in the Last Will and Testament of Joas Gaspar) will avail these Defendants, will hereafter be taken Notice by this Honble Court and these Defendants say as in and by their said Answer they had & do say and do crave to be Dismissed with their reasonable Costs and Charges in this behalf Expended

Ld

Defendants Solicitor
Attorney for the Defendants

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part and behalf of the Complainant in a certain Cause now depending before the Right Honble Robert Earl of Northington Lord High Chancellor of Great Britain between Joannes Marcus Complainant and Pagus Cathcart and Gaya Deed Defendants.

1st Do you know the Parties Complainant and Defendant in this Cause? If Yes how long have you known them or either and which of them, declare?

2d Do you know or do you not know whether Mary Late Wife to Joannes Marcus Mary the Wife of Pagus Cathcart and Mary the Wife of Gaya Deed Defendants in this Cause, ever came to the House of Pedro Deed to desire him to write and give Obligation for a certain Sum of Money which they the said Women ordered to Write? If Yea then and before the Deed thereof happen, and for what Sum the said Women Bound the said Money and to whom did they give them? Therefore give your Knowledge touching this Affair to the best of your Knowledge and

Wanna Line

3014

Thereabouts being produced & sworn before the Court as Witness on the part of the Complainant
was on the 11th day of January 1762 shown at the Office of Mr Cockcroft Palmer Attorney
for the Defendants by Commission who left a Note of the Name Title and place of abode
of the said Witness Name and afterwards on the same day being sworn and Examined
deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he knows the Complainant
and the Defendants Gorgeen Manoo and Pogus Cockrick & Goya David Pyland

2d ..... To the second Interrogatory this Deponent saith that the Wives of the Defendants did about 6 Years past at Pulpetta apply to one Gorgeen Outandel
Brother to the Complainant for the Sum of five Hundred Rupees for which they
gave an Obligation binding themselves jointly and further saith that the said
Gorgeen Outandel did desire him this Deponent to pay the said Manoo a Sum
of Money on his Account and that he this Deponent did pay on the Account one
Hundred Rupees to the Wife of Joannes Manoo and more saith not to

3d ..... To the fifth and last Interrogatory this Deponent saith that the said Manoo
were in great Distress for Money and if the Complainants Brother should not

Mayor's Court at Madraspatnam

Between Bejohn Outandel Complainant
and Joannes Manoo Pogus Cockrick & Goya David Pyland Defendants

Deposition of Witness in this Cause taken by and before the Examiner
of this Court as follows viz.

Soorgeen Bejohn of Madras Merchant aged 28 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on the 11th day
of January 1762 shown at the Office of Mr Cockcroft Palmer Attorney for the
Defendants by Commission who left a Note of the Name Title and place of abode of
the said Soorgeen Bejohn and afterwards on the same day being sworn and Examined
deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant
from his Infancy Joannes Manoo 26 Years Pogus Cockrick 1 Year and Goya David
26 Years

3d ..... To the third Interrogatory this Deponent saith that he knows the Wives of the
Defendants did about 6 Years past at Pulpetta apply to one Gorgeen Outandel
Brother to the Complainant for the Sum of five Hundred Rupees for which they
gave an Obligation binding themselves jointly and further saith that the said
Gorgeen Outandel did desire him this Deponent to pay the said Manoo a Sum
of Money on his Account and that he this Deponent did pay on the Account one
Hundred Rupees to the Wife of Joannes Manoo and more saith not to

5th ..... To the fifth and last Interrogatory this Deponent saith that the said Manoo
were in great Distress for Money and if the Complainants Brother should not

Lend

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 3 Years and the Defendant 20 Years or thereabouts

2nd ..... To the 2nd Interrogatory this Deponent saith he knows that Coja Carr one of the Defendants did give the Complainant a Sum of Money to discharge them from the Obligations granted by their Wives to Gorgeen Outandel deceased brother to the Complainant about two Years past at Madras upon Condition they should receive and deliver up both Obligations which he had got from their Wives and further saith that the said Sum of Money was to be Agreed with this Deponent till the Obligations were delivered up but the Defendt having any Business with it and knows not to any particular Questions enquired of in this or the last Interrogatorys

Matt Clarke

Mooradbeg Merzaan

Interrogatories to be Administred to such Witnesses as shall be produced sworn and Examined on the part of the Defendants in a certain Cause wherein one Bepoher Outandel Administrator to the Estate Gorgeen Outandel deceased is Complainant and Johannes Marcar Pogos Catholick and Coja Carr Defendants

Gaulia Mahmud Interrogatory 1st ..... Do You Know the Parties Complainant and Defendant in this Cause, or either and which of them? If You have long have you so Known them or either, and which of them how Made

Bypahar Sengreen 2d ..... What Employ or Occupation are you of? was you or was you not ever at Supahan? If yes when? how long ago, and in what Year were you there? and in what Year and Month did you leave Supahan for this place? and on what Account did you come to Madras? Do you Know or do you not Know of any Sum or Sums of Money paid the Defendants Wives in this Cause? at Supahan aforesaid? If yes by whom? what Sum or Sums were so paid them? when? or what time? and in whose presence were such Sums paid them? and on what account? Do you Know of any Obligation given by the Defendants said Wives to the Complainants Brother? If yes on what Account was such Obligation given? and at whose Request, and in whose presence? Declare

Ditto 3d ..... Do you Know or do you not Know of the Complainants said Wives being Confined, Imprisoned, or Illused at Supahan? If yes by whom were they so? and in what manner? and on what Account? and at what time, or what time were they Month? how long were they so imprisoned? Confined, or ill used and how did they Obtain their Discharge or by what Means Declare

Pietro Johannes 4th ..... Do You Know, or are acquainted with the Handwriting of A and B two Natives of Persia Known You? If yes to such Writing, and from what was such Knowledge?

from his Childhood, and the Defendants he has known Lazarus Manuel and Lazar about 26 Years, but Pagus Catchick he has only known 18 Months

2nd ..... To the Second Interrogatory this Deponent saith that he is a Merchant and resided at Ispahan about 20 Years, 6 Years past, and left that place in the Month of August 1758. He says the reason of his coming home was to demand some Debts which was owing to him He knows that a Sum of Money was paid to the Defendants Wife at Ispahan that it was done by the Brother of the Complainant in his and several others presence that the Sum was to the amount of two thousand Rupees, one hundred of which was lent by the Deponent to make up the said Sum and knows several of the Items, when the Defendants Wife delivered an Obligation to the Complainants Brother for the said Sum and others of his the Complainants Brothers Request that the Obligation was given

3rd ..... To the third Interrogatory this Deponent saith that he does not know of any Ill usage Confinement or Imprisonment that the Defendants Wife met with or suffered in this Cause and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith not to any Particular Question enquired of him in this Interrogatory

Henry Crawford (Jabez P)

Before Jenkins

Mayors Court &c Between Bejohn Autanded Esq by his Attorney Mr Richard Hodges Spatterdashe Plaintiff & Lazarus Manuel Pagus Catchick and Lazar Defendants

Depositions of Witnesses on this Cause taken by and before the Commissioners this Court as Follows

Padre Lazarus a Jew of Madras Armenian Aged 60 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendants was on the 30th day of January 1762 sworn at the Office of Mr Richard Hodges Attorney for the Complainant by Andrew Pitt who left a Note of the Name Title and Place of Abode of the said Padre Lazarus and afterwards on the same day being sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 10 Months and the Defendant 30 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that he knows the Letters A and B but was not acquainted with the persons that wrote them but they are two different Copies and that he has seen the Originals, he says they are Obligations, and does not know or believe the said Originals are lost but that they are looked upon as Authentick, and more saith not to this Interrogatory

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of the Name Title and place of Abode of the said Thomas Sullivan and to Examination
on the same day being sworn and examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant
2 Years and the Defendants 30 Years or thereabouts

2d ..... To the fifth Interrogatory this Deponent saith that he has some knowledge of the
Government of Pondi, and of its Revolutions That some time before the death
of Hyder Cooleraun Nadenshaw the King of Pegue the Government was
troubled with Wars and after his Death was Governed by the two four different
Kings who were Cousins to each other and on their Ascending the Throne Subjects
of their Rights which at last was the Occasion of Burning the Government He
this Deponent saith that these Revolutions have Continued from the Year 1752
and 1783 till this present time, That the Name of the principal place where
these Troubles happened is called Ispahan That the Government obliged
him to sign Bonds and Bills of Exchange, which he in part paid them at
different times till he came out of their Dominions and that he knows several
others who were also Compelled to sign such Bonds and Bills of Exchange
That since he has been here there have been several Bonds of his Signing brought
to him for Payment which he to avoid Trouble paid as right to Receive back his
Bonds, and more he saith not to this Interrogatory

3d ..... To the sixth Interrogatory this Deponent saith that he did Converse with the
Complainant and Defendant Armenian of the Defendants on account of these
Wars, That the Complainant came and Complained to him that one Avet
Mancar an Defendt promised to accompany him to Madras to settle the
Cause in Dispute when this Deponent told to the said Avet Mancar he
Answered that he had settled the Disputes at Bufforah on Condition that the
Complainant would deliver him the said Avet Mancar two Bills of Exchange
at Madras on his paying him 600 Rupees but as the the Complainant
has only one of the Bills he Refused to pay him till he should pay produce
the other upon this the Deponent acquainted the Complainant with what
Avet Mancar had Affected the Complainant Reply'd that Avet Mancar
promised to pay him when at Bufforah he would deduct of the Complainants
800 Rupees which he owed to some Persons there besides the 600 Rupees
but Avet Mancar now denies his having promised to deduct the 800 Rupees
and only offers to pay the 600 Rupees upon his Producing the other Bill of
Exchange and more he saith not to this or the Last Interrogatory

Henry Cranford

Thomas Sullivan

Sworn before me

4th Question ..... 3 Years and the Defendants 20 Years or thereabouts ——

To the sixth Interrogatory this Deponent saith that one Pedro Arratoon Aviet Merchant of the Defendants and the Complainant came to him and told him that they would deposit in his hands 6000 Rupees until the Complainant brings them the Obligation from Daforah and gives it to them, when this Deponent bought for the 6000 Rupees to the Complainant. Which proposal to this Deponent & himself he did not dare to undertake in this Affair, and therefore would not agree to their Proposal, He further says that he did not demand any thing from the Defendants on account of this Wife and more over saith not to this or the last Interrogatory ——

Henry Crawford Jnr. & Co. Morcar Shore Mazaun

Translation

At Mary Ghaut the 28th of April in the Year A.D. 1. Frederick William Nicolai Bookhuyzen and another Person to pass all Publick Papers, and by Command of Mr. Frederick Van Ringhausen Esqr. Governor and Chief of the Island Mauritius and its Appurtenances together with his Consideren Interpreter and the Witnesses hereafter known & the Cazeen persons here staying and thereunto the Inhabitants called before the Bed stead of a Gorgeen Merchant Stay'd a Gaspar from Teffles Ghong well skilled and well known to the Witnesses which being Capable to speak well however the Persian Language Withstood that he Knew well and Perfectly understanding and pronounced and that he gave to Know and that being the Merchant sticks and Wastcoat and Turban like unto those Worn not to depart from this World before he had given a paper and Clean explaining everything to him by the Penalty of Godge Ouwet and Shamoun brought a long Letter from Ispahan declaring with Respect to it first ——

That Godge Ouwet Marcar an Armenian merchant came here requesting first verbally to him the Merchant then being in Chains and offered that if he the Merchant would be Going his Wife Sultzi Jane and the Sister of her from Ispahan neither have any thing to pray to him the Merchant for such favour one hundred Shomans, but that he the Merchant Going the Affair would become what troublesome could not go from his Word for Ist after arriving at Ispahan and Merchant at last upon the entreaty of the said three Ladies and the strong opposing on of the Colonel Shaer Sultan Shah to grant the Request of Godge Ouwet Marcar made to them write Commission going to that purpose to Cojadar Cohan then Governor of the town of Ispahan forth whom after having prayed for each of the said three Ladies one hundred

working

the Defendant to become Bail for the one hundred Shamans to be paid to the Servant Ouvanyan in case the said Ladies shall away go from Ganawa to Ladies Northern declared the Lieutenant the following to be due to his Person with Respect to the said Ladies Viz the Lieutenant having Made great Ganawa at their Expences and Loss and the Shamans due to him for the trouble taken before found them Insurmount the Sum of Eighteen hundred Shamans declaring to have Reckoned thereunder the following Articles

First all what he had actually spent for cost and Charges from Lipahawa to Ganawa Secondly the forementioned four hundred and twenty Shamans which he had been Constrained to promise to pay to pay the Inmates of Uganatti Calaan. Called Massawa

Thirdly One hundred and fifty Shamans at the Rate of fifty Shamans for each Lady promised to him by them before their getting the Permission to depart

Fourthly the Loss which he had Sufferred on his trade with Paper Leather Cotton Goods

Fifthly 5 p Cent upon the whole Principal which he had promised to pay and partly paid already to the Caland Inhabitants of Amahal should be due to him by the said Family of Godje Ouvel and Mussomes and

Sixthly 50 p Cent Advance upon all the above mentioned articles reckoned together with this Advance did amount to the Sum of Eighteen Hundred Shamans All these above Written having been read from Word to Word by me before the Company Interpreter and Portuguese and by him before the Lieutenant in Persian Interpreted and it to be the true Truth which he now ready at all times to corroborate with a Solem Oath

Thus done and past at the Island Mannick at the Coste and Fort beforementioned in the Province of Jan Christians Tribe Cabes Jurisdiction of Batavia on the 15th day of and Saffer aforesaid Shamans Eighteen hundreds of Mussulmen Year and have signed this Mandate together with the Lieutenant the Company Interpreter and me the Book Keeper

Mahomed Sattar

J. F. W. Nicolai

This is to be a true Translation

Sattar

J. Phil. Fabricius

Sworn to be a true Translation from the Original in Dutch by Johan Philip Fabricius

J. Mellons

The Wife of Coja Arrid, at Cyprahan Since the 5th of 1755 She hears of 1756 Summonds by
the Means of one Coja Sangers Husband of Padry Shamee, and the Mayor of the Village
on two Obligations of the said Ladys of one Tenor and a Date whereby the said
Ladys have bounded themselves, to discharge Over the said Debts after their
arrival at Bandar Abaree, where after their arrival not discharging the same
came to Court, where at the under mentioned time being the said Sanguis did
demand the Contents of the said Obligations of the said Ladys whereto answer
thereto, said, That the said Coja Sanguis, at Cyprahan on account of his unjust
Demand on their Mother) refuseing no Bond of their Mother, nor having any
Accounts with her, neither owing any Money to the said Sanguis, violently has
obtained the said their Obligation executed by the said Ladys, and debted and indo
rse; And that they the said Ladys had not desired nor to lend them any Money
at Cyprahan nor have lent them any Money neither they knew nor Credit &c.
when the said Sanguis by Compulsion obtained of them the said Obligation and
delivered unto Me; and that they the said Ladys are not indebted unto me, any
ways and that the said Sanguis is indebted unto Me the Contents of the said
Obligation; And as I had Lent the said Money unto the said Sanguis and
I must go back again and declare the said Money of the said Coja Sanguis Sanguis
own Mouth by reason whereof I humbly beg you Gentlemen, That Whereas of you that heard the said Ladys
saying the said circumstance Relation be pleased to Confirm the same thereby
your declaring thereto that I may go and demand my said Right of the said Sanguis
Dated at Court July the 15th 1756

I Padre Joannes the Son of Miguel do hereby declare that unto the
Contents of the said Obligation was Demanded of the said Ladies in Answer thereto
I have heard the said Ladys saying as above ..... (L.S)

I Mauritch the Son of Pero Alliare do hereby declare that when the
Contents of the said Obligation was demanded of the said Ladys, in Answer thereto I have
heard the said Ladys saying as above ..... (L.S)

I Zacharia the Son of Ovanyan do hereby declare that when the Contents
of the said Obligation was demanded of the said Ladys in Answer thereto I have heard the
said Ladys saying as above ..... (L.S)

I Padre Joanne the Son of Padry Stephano do hereby declare that when
the contents of the said Obligation was Demanded of the said Ladys, in Answer thereto
I have heard the said Ladys saying as above ..... (L.S)

I Sanguis the Son of Nicos, do hereby declare that when the Contents of the
said Obligation, was Demanded of the said Ladys in Answer thereto I have heard
the said Ladys saying as above ..... (L.S)

I Agu Isdro the Son of Pedro Thome, do hereby declare that when

Obtained Decreed Compleinants and James Mason Pages Cowbeck and Cozs Creditors thereof Defendants

THIS CAUSE coming on to be heard and debated this Day on the Petition of the Compleinants and of the Attorneys on both sides on Reading the Compleinants Bill on the Defendants Answer to the Interrogatories and Depositions on the part of the Compleinants the several Exhibits on the part of the Defendants the Interrogatories and Depositions on the part of the Defendants on hearing the Readings made use of by the Attorneys and due Consideration had thereon The Defendants having not been able to prove that Compulsion was used to Oblige them Thus to execute the same But on the Contrary plainly Appears that the Heirs of the Defendants did freely and Voluntarily execute the same in favour of the Compleinants Brother he having out of an Act of Humanity procured their Release by paying the amount of the said Obligation for them This Court doth therefore Unanimously Resolve to Order and Decree and do hereby accordingly Order and Decree that the Defendants shall pay unto the Compleinant the Just and just Sum of Two Thousand seven Hundred Rupees (Rupees 2700) together with Interest as accrues or shall hereafter become due thereon with Cost of Suit Payment to be made after the Rate of 8 p Cent p Annum Agreeable to the Tenor of the said Obligation which was given in Pagoda where it is usual to allow but or more Interest for Money Also all Costs of this Suit

By Court

Court of Affeals } Fryday the 22nd of October 1762.
de Madraspatnam } Jos Between James Mason Pages Cowbeck &c Cozs Creditors of Madras Merchants ..... Appellants

And Bajeba Vetsanedd ..... Respondent

THIS CAUSE coming on this Day to be heard and Debated before this Court by the Attorneys on both sides, upon hearing the Petition of Appeal

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appear at a Certain time and place to be by the Worsh.le Court for that purpose
therein and there to answer Complainants Bill of Complaint and further to abide
by and Obey such Order and Decree as to the Worsh.le Court shall seem meet
And Whereas Bill being shown to Me between the
days of Adjournment according to a Standing
Order of Court to Commence from thereon February
the 9th 1762.

Peter Marriette Mayor

Mayors Court
Madrapatanam

Tuesday the 19th day of October
Anno Domini 1762

L.S.

PRESENT
Peter Marriette Esquire Mayor
Thomas Powney, James Hody Esqrs
Abraham Barbazon Aldermen

Between Richard Longfield Merchant
at Madrapatam Merchant by his Attorney
John Call of Madras Mayor Gentleman Com-
plainant and Balaclushna Dofs of the same
place Merchant Defendant

Appearing to this Court that the said Parties have been duly Sum-
mon'd Defendant to make Answer to the Complainants Bill, which the Defendant
has Neglected to do This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the defendant shall pay unto the
Complainant the full and just Sum of three thousand Pagodas / 3000 / together
with all such Interest as now is or hereafter may become due thereon from the
full Payment is made / According to the Tenour of the Obligation and also
Also all Costs of this Suit

Signed and Sealed
19th October 1762

In the Worsh.le the Mayors Court
at Madrapatnam

Assembly Compleanant having shewn unto this Worsh.le Court upon
Oath

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Demand. The Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Said Sum of One Thousand and Seventy five Pagodas Three Fanams together with the Interest as now is or hereafter shall become due thereon and the Said payments to be made according to the Tenour of the Obligation And Costs of Suit

Fiat

To the Worshipfull the Mayor's Court of Madraspatnam

Gentlemen

As soon about to take away Passage to Europeans the Ship Peggy Commanded by Richard Sabborn for the Coast of Coromandel I am Gentlemen

Your most obedient Humble Servant

Henry Crawford

To the Worshipfull the Mayor's Court of Madraspatnam

The humble Petition of Richard Sabborn

Humbly Sheweth

That Your Petitioner informed that Mr. Henry Crawford is about to proceed to Europe by which Means the Payment of Pagodas Two Thousand Seven Hundred and Seventy five Fanams Three Cash will become Payable to Your Petitioner prays that this Honble Court would be pleased to appoint some to Fort St. George, on which should be done he promises to behave with the utmost Obligence and Fidelity That Your Petitioner shall ever Pray

Richard Sabborn

Fort St George
2d October 1762.

Read and Filed the
25th November 1762

To the Worshipfull the Mayor's Court at Madraspatnam

Upon Complaint made unto this Worshipfull Court by Richard Sabborn Mariner Commander of the Ship Peggy now Riding in the Road before Fort St George that Henry Crawford Esqr late of Madraspatnam Merchant but now Resident at Fort St George is about to depart from the Coast of Coromandel for Europe and that there is due to the Complainant from the said Henry Crawford the Sum of Pagodas Two Thousand Seven Hundred and Seventy five Fanams Three Cash by Bond bearing Date the 2d October 1762 payable with Interest as now is or hereafter shall become due thereon and the Said Henry Crawford having refused to make Payment of the Said Sum of Pagodas Two Thousand Seven Hundred and Seventy five Fanams Three Cash with Interest as now is or hereafter shall become due thereon and the Said Complainant having made Application to this Worshipfull Court that the Said Henry Crawford may be Arrested and Detained in Custody until he shall make Payment of the Said Sum of Pagodas Two Thousand Seven Hundred and Seventy five Fanams Three Cash with Interest as now is or hereafter shall become due thereon and Costs of Suit

Madras

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You may Prosecute me of your Money drawn by Abudagaik
Signed by Pillapeah

Translate to Peor as can be taken from the Dragoman or Malabar Language by
(Comeraga Sevoy Interpretor) Wm Bishop
Clerk of the Complainant

Mayor's Court at
Madraspatnam } In Tuesday the 30th day of November
Anno Domini 1762

Present
Tyr. Maskelyne Esquire Mayor
John Lolland, Thomas Pearson
Abraham Browne & James May
Aldermen

Between Gurrack Jeeb of Madraspatnam Merchant
Complainant and Ottamah of Madraspatnam aforesaid
Defendant

On the Defendant appearing in Court and Acknowledging the
Justness of the Complainants Demand This Court doth therefore think
fit to Order and Decree and doth accordingly Order and Decree that the
Defendant shall pay unto the Complainant the Sum of fifty nine Pagodas fifty
56/ together with the allowed interest as now is or hereafter may become due thereon
until full Payment is made according to the Tenour of the Obligation and also pay
all Costs of this Suit

By Court

Sealed 29th November } 1762
Read 30th Ditto }

In the Worlds the Mayors Court
at Madraspatnam

Humbly Complaining shew unto the Worlds Court Gur
Jeeb Merchant of Madras Merchant and Paul Warren Conductor Cutler
Annapah Chitty and Lopa Mark Chitty of Madras Merchants Partners

Mayor's Court
Madraspatanam

Present

The Worshipful Mayor Presiding
Simon Benfield Esqr

Peter Martelli Esquire Mayor
John Collins, Thomas Bowdy
Abraham Vesrowe & Isaac Levy
Aldermen

Between Andrew Pybus Merchant Complainant
and Cundapeah Chitty Sungapah Chitty and Joppa
Neah Chitty of Madras Merchants Defendants

On the Defendants acknowledging the Justness of the Complainants
Demand this Court doth therefor think fit to Order and Decree and doth
accordingly Order and Decree that the Defendants shall pay unto the Complainant
the said adjusted Sum of Five Hundred and twenty three Pagodas Seventeen
Fanams and twenty eight Cash Pags 523.17.28 together with all such
Interest as now is or hereafter shall become due thereon until full Payment is
made according to the Tenour of the Obligation and also all Costs of this Suit

Fiat

Read and Filed the
9th June 1761

In the Castle the Mayors Court
at Madraspatanam

Humbly Complaineth unto your Worships and this Worshipful Court your Orator
William Turner of Madras Cruzer in the Worshipful Company's Service that Southall
Blake late of Madras but at present Residing at Cuddalore Stands indebted to
Your Orator in the Sum and just Sum of Five Hundred and six Pagodas
Fanams for Five Hundred and six Bullocks and fifteen Calves which he has
Received of Your Orator for the aforesaid Sum of Five Hundred and six Pagodas
which at Eight Shillings for each Pagoda will amount to the Sum of Five
Hundred and two Pounds eight Shillings Sterling Money of Great Britain as
aforesaid as will more fully and at large appear by Bill of Parcel made by the
said Southall Blake and Ready to be produced for the Inspection

Complainants Bill for which the signed a Receipt to the People that brought them in as Customary in such Cases and that upon the Receipt thereof he Instantly Informed Capt Coote Esqr who Commanded the Army at that time as before, the Duty that the said Cattle were to the best of this Defendants Knowledge taken from the Country People belonging to the Colledge called Willyamina and endowed as this Defendant believes intended to Supply the Garrison with this Defendant further sets forth that the owners of the said Cattle coming along with them to Camp where they Applyed to the said Capt Coote Esqr that they might be paid the Amount of their said not drawn as a Plunder who after many Solicitations ordered this Defendant to pay the said Owners for the same and also signified such his Order to Mr Claud Russell Commissary to the Army who Communicated them to this Defendant this Defendant therefore in Consequence of the said Orders and as by the Nature of his Office then under the Command of the Commanding Officers in such matters did pay and discharge the amount of the said Cattle to the said Owners Receipts for which Vouchers he are Ready to be produced when Required and this Defendant further saith that the Orders of the said Capt Coote Esqr proceeded from a Representation made to him by the said Mr Claud Russell who the said Capt Coote Esqr had desired to enquire into the property of the Cattle aforesaid

All which matters and things this Defendant is Ready to aver maintain and prove as this Hon'ble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf sustained wrongfully sustained

Samuel Swan Blake
Solicitor for the Defendant

Read and filed the 12th August 1762

The Replication of William Jones of Madras Esqr Complainant in the Humble Complaint Jones Complainant To the Answer of Samuel Swan Blake Reading at the same Place Defendant

This Repliant now and still Doth hereafter saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Many Errors and Insufficiencies in the said Answer for Replication

Defendant

same since the Defendant had given this Replycant a Receipt for them and this Replycant further says that he has Ordered Lieut Coote & his Troop to proceed to the Middle Division Required that he would Command this Replycant that if it were not as aforesaid that any Person or Persons whatsoever might Distrain his Goods for the Value of them and the party and this Replycant also saith that he never made Use of any thing but what he first Requested Colonel Coote of and Received his Order for the same and that the Defendant had no Right to any Recompence for the Cattle and that he ought still to be Answerable for them to this Replycant the Premises in such Matters and things this Replycant is Ready to aver and prove as this Honble Court shall direct and humbly Prays as in and by his Bill he has already Prayed &c.

Edwd de Saree
Attorney for the Complainant

Rd and Seald
the 15th December 1764

Rejoinder of Jonathan Blake late Residing at Madras Defendant to the Replication of William Turner also late of the same place Surgeon in the Service of the East India Company Complainant.

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit of Exception to the many uncertainties and insufficiencies in the said Replication contained for Answer thereunto saith that this Defendant is Ready and willing and is advised and believes he is well intitled in Law to Reply unto and this Defendant for further saith that as to the Replycants allegation that the Cattle taken by him in which he now demands the Answer of were taken within the Bounds belonging to the French this Defendant denies the same as the said Cattle was taken from the Villages of Villeparoon Havore Defoscain of the English this Defendant cannot help Remarking that the Replycant at the time of his taking the said Cattle was suspicious that there might be a Claim made by the Country People for the said Cattle by this Step of taking some of Lord Clive's People with the same when he went upon the interprize, this information of the Replycants caused no Notice to the Prize Court that whoever had the Custody of the said Cattle at the time they were taken which Notwithstanding this Defendant cannot admit but such Cattle as the Replycant was then well convinced the owners of them were People who had a Right of Claiming them which they were People that was then under the French Government and could not trouble that when taken into our Possession they in that Cas could not Claim

Recorded from Corporal Jones Commanding at Kettering Northampton
One Hundred and one Rounds Ball cartridge and Blank and 56 Caps
Camp this 15th April 1861 Charles Clark

Interrogatories to be Administered to Condell Nash and Mark Thirkett
Witness to be produced sworn and examined on the part and behalf of the Complainant in a
Cause wherein William Jones Esquire Complainant and Charles Clarke Defendant

1st
Int. Do you know the parties Complainant and Defendant
in this Cause if yea how long have you to know them or either and which of them declare.
2d Int. Did you or did you not see Charles Clarke Defendant
in this Cause about the time mentioned in the Bill of Complaint and if so state
how many Cattle belonging to the Prosecutor and what Number and where was the said Cattle
when you saw them and state the same to the best of your knowledge and belief
3rd to the Int. Do you know or can you say any other matter or thing material for the Com-
Witness plainant in this Cause if yea declare the same as you know have heard or
do believe and the Reasons of such your Knowledge and belief
examined upon the Interrogatories

Marquis Lonsdale
Hastings Fortescue } Between William Jones Complainant
and Charles Clarke Defendant

Depositions of Witnesses in this Cause taken sworn and examined before the Commissioners
in this Court as follows viz.

Condell Nash of Market Harborough Esquire a Witness produced
produced on the part of the Complainant pursuant to the
21st day of August 1861 at the Office of Mr Charles Clarke Solicitor
the Defendant by Commission who left at Liberty the Honble the Commissioners
of the said Court to administer the Oath and examine the Witness
Examined Deposeth as follows
1st Int. To the first Interrogatory this Deponent saith that he has known the Com-
plainant 15 Years and the Defendant 5 Years Deponent

Interrogatories to be Administered to each Witness on the part of the Defendant in a Cause wherein William Turner of Madras Esqr is Complainant and Jonathan Blake of Cuddalore is Defendant

1st Witness — Interrogated ..... Do you Know or do you not Know the Complainant and Defendant in this Cause or either of them, if you have long have you known them or either and which of them Cheifly?.....

2d Witness — Interrogated ..... Do you Know or do you not Know of any Cattle Cowries Arrack or Money from the Complainant to the Defendant in this Cause, if yea whom, how many and of what sort by what Orders or how came the Defendant to Receive such Cattle or for whose use were they so Received, do you know or do you not know of any Payment being made for such Cattle, if yea how long was such Payment made after such Orders and in what manner were such Orders conveyed to the Defendant, the whole with your Reasons at large Declare?.....

3d Witness — Interrogated ..... Do you Know or do you not Know of any Cattle taken by the Complainant, if yea how do you Know of any Demand made for such Cattle, if yea by whom was such Demand made what was the Reason of Payment thereof and what sort of Cattle were they, the whole with your Reasons at large Declare?.....

4th Witness — Interrogated ..... Do you Know or do you not Know of any Orders delivered to the Defendant or any other for the Payment of any Cattle Received by them if yea from whom did such Orders come who conveyed such Orders to the Defendant or any other and what were such Orders and for what Cattle or who sent such Cattle to Cuge when did this happen and what sort of Species of Cattle were they that were so Ordered to be paid for, the whole with your Reasons at Large Declare?.....

5th Witness — Interrogated ..... Do you Know or can you say any other matter or thing Material for the Defendant in this Cause to set forth the same with your Reasons at Large.....

Jno Paddle Attorney
Attorney for the Defendant

Mayor's Court
Madras Fort St George

Between William Turner Complainant
and Jonathan Blake Defendant

Depositions of Witnesses taken this Cause taken by and before the

were sworn to the second Interrogatory

Henry Crawford &c

Mayor's Court at Madraspatnam

Between William Turner Complainant and Jonathan Blake Defendant

Deposition of Witness in the Cause taken on the part and before the Commissioners in this Court as follows

1st Interrogatory This Deponent saith that he is a Native of Madraspatnam aforesaid and is a Taylor by Occupation

2d Interrogatory This Deponent saith that he has no Interest in the Complaint but has known the Defendant 3 Years or thereabouts

3d Interrogatory This Deponent saith that he does know of any Cattle taken by the Complainant but that the Defendants people carried away some Grass belonging to him upon which the Deponent interfered & demanded Payment for the same of the said Defendant who then answered & informed him that he was employed by the Collector to take away all the Cattle he could find belonging to the Inhabitants of the Pettah that some of them he the said Defendant had taken away by the Complainant & that the Collector would pay for the same & that the Defendant had also taken away by the Complainant and moreover that he this Deponent further saith that the Defendant had also taken away by the Complainant and moreover that he this Deponent knows nothing more than what he has already deposed to

4th Interrogatory This Deponent saith that he has no Interest in the Complaint but has known the Defendant 3 Years or thereabouts

5th Interrogatory This Deponent saith that he does know of any Cattle taken by the Complainant but that the Defendants people carried away some Grass belonging to him upon which the Deponent interfered & demanded Payment for the same of the said Defendant who then answered & informed him that he was employed by the Collector to take away all the Cattle he could find belonging to the Inhabitants of the Pettah that some of them he the said Defendant had taken away by the Complainant & that the Collector would pay for the same & that the Defendant had also taken away by the Complainant and moreover that he this Deponent further saith that the Defendant had also taken away by the Complainant and moreover that he this Deponent knows nothing more than what he has already deposed to

6th Interrogatory This Deponent saith that he does not to any Questions enquired of in this Interrogatory

Henry Crawford &c

Venkatty Reddy

Mayor's Court at Madraspatnam

Between William Turner Complainant and Jonathan Blake Defendant

Deposition of Witness in the Cause taken on the part and before the Commissioners in this Court as follows

Kistnah of Madras Ryot Aged 22 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant upon the

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Mayors Court }
Madras Portuguese }

Between Lieut. Edward Lewin Complainant
and Brad. Jonathan Black Defendant

Depositions of Witnesses on the part taken at Chingleput duly sworn before Captain David Forbesman and Lieutenant Humphrey Harper and David Vear Interpreter the Commission being for the Examination of Lieut. Edward Lewin Complainant and Brad. Jonathan Black Defendant

Lieut. Edward Lewin Complainant aged 28 Years Witness produced sworn and Examined the 10th day of June 1762 Interrogated and Deposeth as follows

To the first Interrogatory this Deponent saith that he has known the Complainant two Years and the Defendant four Years or thereabouts

To the second Interrogatory this Deponent saith that he believes the Nature of the Defendants employment in Camp is such as to subject him to the Orders of the Commanding Officer in all Affairs Relating to the Victualling of the Army and the Payment for all Cattle that may be brought to Camp that he some time since Recollects touching some Enquiry concerning some Cattle sent to Camp by the Complainant during the Siege of Pondicherry at the Request of Colonel Coote but cannot Recollect what was the Result thereof nor any of the like Nature happening daily

To the 3d and last Interrogatory this Deponent saith that he believes the Defendant paid for all Cattle that came under his Department for Enquiry

Edwd Lewin

Daniel Forbesman
Humphry Harper
Daniel Vear
} Commrs

The Execution of this Commission appears on certain Schedules hereunto Annexed

Daniel Forbesman
Humphry Harper
Daniel Vear
} Commissioners

Filed a Bill of Complaint in this Honble Court on or about Wednesday first day of September
Instr of the present Year of Our Lord One Thousand Seven Hundred and Fifty Nine
against Balla Mooden Chitty of Sarida Pilla Merchant which Bill and Process
Writing Said Person to Us Directed from the Jurisdiction of this Honble
Court We Return that this Honble Court did on or about Wednesday first day of
September last Order that Said Balla Mooden Chitty should not after Notice
Warrant of Sequestration should issue upon Said Bill and Balla Mooden Chitty
not Appearing a Warrant of Sequestration issued accordingly by Virtue whereof
the Sheriff did Seize the House Goods and Chattles at Sarida Pilla for Said the
Property of Your Petitioners as we have Sufficient and at large appear to this Honble
Court by the Annexed Inventory as near as can be taken from the Malabar Language
of Balla Mooden Chitty's Bond to Your Petitioners which Original Your Petitioners now
Tender by their Attorney for their respective of this Honble Court

Your Petitioners Therefore Pray that this
Honble Court would Order the Sheriff to deliver
to Your Petitioners their said House and Goods
and to Order such Costs and Damages as to
this Honble Court Shall seem Meet
And Your Petitioners shall ever Pray

&c &c &c

Wm Burbage
Att for the Petitioners

June 19th 1759

Know all Men by these Presents Balla Mooden Chitty
Son of Vunnia Chengal Chitty of Sarida Pilla that Whereas for Reasons and on
Account of the Difference and dispute arising in the Copartnership Between
Me and my Brothers Moorthy Chitty and Venkata Ruttnavan Chitty do hereby
Acknowledge my Consent and Hand Seal do hereby Agree to discharge the Said
Moorthy Chitty and Venkata Ruttnavan Chitty of the Copartnership between
us on the Conditions and in the manner hereafter Settled and adjusted by
two of our Relations Namely Mr Pedam Barthal Mooden Chitty Telegreen
-ave Angar Chitty, Canaka Eswaren Raul Chitty Ecot Veeren Chitty Chitty
Adam Eswaren Mootoo Chitty and Mr Pallavo Vencaty Chitty who are

Called

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filed a Bill of Complaint on this Honble Court on last Wednesday first day of September last Order that Cause Balla Mootoo Chetty should not appear thereto Warrant of Sequestration should issue upon his Default Whereupon Balla Mootoo Chetty not Appearing a Warrant of Sequestration issued accordingly by Virtue whereof the Sheriff did Seize the House Goods and Chattels at Jaffna belonging to the Property of Your Petitioners as per Inventory filed and Cargo to appear to this Honble Court by the Annexed Translate as near as can be taken from the Malabar Language of Balla Mootoo Chetty's Bond to Your Petitioners which Original Your Petitioners now Tenders by their Attorney for Inspection of this Honble Court

Your Petitioners therefore Pray that this Honble Court would Order the Sheriff to deliver to Your Petitioners their said House and Goods and to Order such Costs and Damages as to this Honble Court shall seem Meet

And Your Petitioners shall ever Pray

&c &c &c

Wm Bishop

Atty for the Petitioners

June 19th 1759

Know all Men by these Presents Balla Mootoo Chetty Son of Channia Changal Chetty of Jaffna Pattn that Whereas for Reasons Due & Account of the Difference and dispute arising in the Copartnership Between Me and my Brothers Marthy Chetty and Vencata Rathnavra Chetty do hereby Acknowledge any Consent and Request do hereby Agree to discharge the Said Marthy Chetty and Vencata Rathnavra Chetty of the Copartnership between us on the Conditions under the manner hereafter Added and expressed by and of our Relations Namely Mr Peter Rathal Mootoo Chetty Meyappen Canr Anger Chetty, Coonan Veeren Chetty Coot Vennan Chetty Chetty Adam Veeren Marthee Chetty and Mad Pillare Vencaty Chetty in the Sum of Pagodas

Plea

Hertford Plea
to Warrant of
Harrett

To the Honble Mrs Harper Court Master Barons
The Humble Petition of Burnard of Hertford

Sheweth That Your Petitioner did on the Twenty first day of September
last in the Parish of Hertford in the County aforesaid Exhibit
against Bella Wanton Widdy of the said Parish Plaint in this
Court whereupon the Defendant was duly Summoned to appear
Before this Honble Court to Answer the said Plaint which
Summons was duly Served upon the said Bella Wanton but she
not appearing
Your Petitioner therefore Prays that this Honble
Court will Order the Sheriff to Deliver to Your
Petitioner Her said House and Goods and to Order
such Costs and Damages as to this Honble Court
shall Seem Meet
And Your Petitioner shall ever Pray.

Wm Burnard

Wm Burnard. Here by these Presents Bind I Myself my
for and in Consideration of the Sum of Five Hundred and Sixty pounds
to me in Hand Paid by Thomas Hare of Bargrave and Sold and de
Livered by Bargrave and Set unto the said Thomas Hare and Grand
Daughter one Long Tenement Scituate Lying and being
from North to South forty foot in Length Bounded at Eastside
Thomas Potter of Hertford Woodcock Street Southward the House of
Edward Smith and Townward Stillard to have and to hold the said
House and Ground and every Part thereof with all the Appurte-
nances unto the Grandaughter the aforesaid Thomas
Her Heirs and Assigns for ever And I the said William for my Heirs
Executors

Mayors Court

Entered Together with the Bill Petition
Bill and Affidavit thereto annexed
and Bail Bond Filed Instantly and Copies thereof
delivered to the Defendants Attorney
Pet. Mayor

Mayors Court at
Madras Fort St George

Present
Peter Marriette Esquire Mayor
John Cadman, John Delbrunde
Thomas Powney, Horatio Browne
James Hay & Robert Bonsett
Aldermen.

Between Thomas Powney & Claud Russell Plaintiffs
Merchants Copartners and Bale Rasbie Defendant
also of the same Place Merchant Defendant

Appearing by the Rowde that the Defendant hath removed

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Mayors Court at Madrespatnam

Present

Peter Marriette Esquire Mayor
John Callaud, Peter Delpeuch
Thomas Powney, Nicholas Bourne
James Hay & Robert Dawsett
Aldermen

Mayors Court

Between Andrew Ross of Madras Merchant Complainant
and Bala Shaha Ross alias of the same Place Merchant
Defendant

Whereas by the Records of this Court that the Defendant hath been served with the usual Rule to Answer the Complainants Bill but notwithstanding Obstinately Refusing so to do It is Ordered that the Defendant shall pay unto the Complainant the full sum of Pagodas four hundred and Thirty Pagodas two Fanams and fifty eight Cash & Pag.s 430-2-58 & together with all such Interest as moneys or Bonds for shall become due thereon according to the Terms of the Obligations and for and full Payment as aforesaid

Has Suit &c.

Read and filed
7th December 1762

To the Worshipful the Mayors Court at Madrespatnam

Humbly Complaining sheweth unto this Worshipful Court

Andrew Ross late of Madras Merchant but now Resident at Place Inhabitant thereto sworn that Thomas Bala Shaha alias of the same Place Inhabitant thereto sworn is justly indebted unto your Orator in the full Sum of Eighty Pagodas Current Money of Fort St George Wherein Accounts are sterling Money of Great Britain according to Pagoda Eight Shillings the Sum of Thirty two Pounds which Obligations Ready to be produced to this Court when Required Your Orator further sheweth unto this Worshipful Court that he hath frequently and in a most Amicable manner Prayed the Payment of the said Thomas Bala Shaha of the said Sum of Eighty Pagodas But now so it is Maggot Pleases this Worshipful Court the said Defendant Regardless of Honesty Obstinately and Wilfully Refuses to grace your Orator with the

Mayors Court

Mayors Court at Madraspatnam

Present

Peter Marsette Esquire Mayor
John Cattanach, Robert Pitchford
Thomas Powney, Nicholas Browne
James Macy & Robert Darnell
Aldermen

Between Andrew Ayls of Madras Merchant Complainant
And Bala Mudra alias of the same Place Merchant
Defendant

Appearing by the Records of this Court that the Defendant had been served with the usual Rule to Answer the Complainants Bill but not having Obstinately Refusing so to do This Court doth Adjudge Sentence & Decree that the Defendant shall pay unto the Complainant the Sum of four thousand four hundred and fifty Pagodas two Fanams and fifty Eight Cash Pags 4450.2.58 of Specie with all such Interest as moves or Remitter shall Recover thereupon according to the Tenour of the Obligation and for such Sum & Payment to issue also all Costs of this Suit &c

By Court

Peter Marsette Mayors Court Madraspatnam

Read and filed
5th December 1762

Upon this Complainants having made unto this Court Oath that Master Edward Lane of Madras Inhabitant that Monies Debt of Three thousand Place Inhabitant stands indebted unto him the first Sum of Eighty Pagodas Current Money of Pardon to agree to Eighty three Shillings Money of Great Britain according unto Pagoda Light Standard the Sum of Forty two Pounds which Obligation is Ready to be produced to this Court when Required. Upon Oath further made unto this Court he hath frequently and in an Humble manner Required Payment thereof Mamundeh Sangapa Merchant of the said Sum of Eighty Pagodas But now notwithstanding Mayor Please this Honble Court therefore Mamundeh Sangapa Merchant Obstinately and Wilfully Refuses to give your Orator any

fully instructing Counsel upon Reference to the Schedule of the Obligation mark'd A and a Transcript thereof and the Bond or Instrument to the Injunction of this Honble Court and to the 2d Year Order and Standing Reference praying the same may be Annexed as part of Your Orators Bill of Complaint

Your Orator further shewth unto this Honble Court that the said Defendant hath forged or procured some Person unknown Pretended Payment from the said Plaintiff of the said Sum of Two Hundred and Ninety Pounds

as

But true it is, May it please this Honble Court the said Defendant Combinately and wickedly to defraud your Orator of the same or Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the End Therefore that the said Defendant may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truly and distinctly to all Intents and Purposes as if the same were here again Repeated and Interrogated by the Defendant to pay unto your Orator the Sum of Two Hundred and Ninety Pounds with all Interest due thereon Costs of Suit

And that

May it please this Honble Court to cause the said Defendant to be Summoned and Required by the Sheriff of Saint George Town Madrapatam and the Marshal of Mercy Presidency to be and appear at a certain time and Place to be by this Honble Court prefixed and assigned then and there to Answer the premises your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

William Cranwell
Attorney for the Complainant

A

Plaintiffs Note of an Obligation not Now in Court to be produced by Comacopatee Swamy Interpreter

Madrapatam May 10th 1762

Chuddrapatee Sing Samuel Pandit

Sattiyanadhan appears upon Reference to Translator of an Obligation marked A and a Transfer thereof marked B hereunto annexed to the Registrar of this Honble Court and to the 2 Year Order and Penalty Referred praying the same may be Admitted as part of this Your Orators Bill of Complaint

Your Orator for that he hath ever since the Honble Court that he hath from time to time and at seasonable manner Demanded Payment from the said Chuddrapah of the said Sum of Two Hundred and Ninety Pags das

But true it is that the said Chuddrapah contrary and evil disposed Your Orator unjust manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall appear agreable to equity and Good Conscience To the End Therefore that the said Chuddrapah may upon his Corporal Oath a 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 Repeated and Interrogated as to Pagoda may unto your Orator the said Sum of Two Hundred and Ninety Pagodas with all Interest due thereon, Also all Costs of Suit

May it please this Honble Court to cause the said Chuddrapah to be Summoned and Required by the Sheriff of Fort St George Peons Mahratta and the Assists thereof Personally to be and appear at a Certain time and Place to be by this Honble Court prefixed and Assigned then and there to Answer the your Orators Bill of Complaint and further to Stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

William Cogswell
Attorney for the Complainant

A

Dan. Mark of an Obligation as Near as can be from the Original Malabar by Canacopate Sworn Interpreter

Madras 1. May 10th 1762

Chuddrapah Seal Sworn Seal

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Harper's Court etc
Madrasfarteverre ... } ... Irrelevant to the Charge Dismissed
... Same Dismissed Ofer.

Present

The Hon. Mr Justice Eugene Harper
Mr Justice Peter Kerrigan Horsfield Brennan
Mr Justice Damian Keenan

Counsel Francis Stancy for Madras
Water Conyngham and Fred Coshdragade
also for the same Police Merchant Defendant

The Defendant Appearing in Court and Acknowledging the
Lordships of the Conyngham and Command the Court doth therefore Humbly fall to
Order and Decree and doth Accordingly Order and Decree that the afore-
said Plaintiff Do recover the Conyngham the sum of and just Sum of Two Hundred
and Ninety Pounds [illegible] Together with all such Interest
as may be due thereon and all Costs of this Suit
According to the Tenor of the Obligation and on Which this Suit

Plaintiff