Vol. 16A
2011

43

Index to Records 1761

A

Aga Ameer Wm Cooperby Pedmagasaum 148
Archibald George Wm James West 310
Annamalla Wm John Parley 367

B

Benedict Sabur Wm Andiapah 193
Barber William by his Attorney George Strattan Wm Pedamachum & a Defend.ts 196
Do ..... Do ..... Wm Narraim Chitty 316
Balsan Stanlake by his Attorney John Smith Wm Nelladen Sabur & a Defendants 384

C

Callendar Agapeery Thaddeus Wm Mahomed Amin 238

D

Debanaire John Wm Cods Cubby Mewerda Chitty 269

E

Edward John Wm Rowmand 76

F

Flayer Charles by his Attorney Charles Turner & Thomas Theobald Wm Cumara doss & a 192
Fries de John Wm Muniwarakum Chingle Boy 200
Fabricius Philip John Wm Pufsamumboo 226
Fries de John Wm Grumaraly 319

G

Ezrach Zachary Wm Chingle Boy 144

H

Harrison William Wm Ramah Chitty 138
Hays Samuel Pelham 201
Hastings Warren by his Attorney Charles Smith Wm Comra Collaby Chitty & a defend.ts 291

R

S

Smith John by his Attorney Claud Russell Vers Pussamanboose &ca Defendants ... 35
Smith Lewin John by &c ... &c ... Vers Imjabey Ramdullah ... 78
Stoney Francis Vers Mallaysolunden, Nimapeen, and Ramnath ... 119
Smith Charles Executor to Thomas Heath deceased Vers Myla Subarey ... 150
Smith Lewen John Vers Teledavera Paupiah & Contra ... 313
Ditto by his Attorney Claud Russell Vers Sevally Soubiah ... 328

T

Thaddeus Arrathoon Vers Coorapauty Alvaaru ... 116

V

Vencatta Vers Da Rue ... 120

Read and Filed
the 30th March 1762

To the Honorable the Mayor's Court at
Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Andrew Peter of Madras Writer, that Bootial Vengadasha also of Madras Dubash stands indebted to your Orator in the full and just Sum of Seven Hundred and five Pagodas, sixteen fanams, and twenty five Cash Current Money of Madras, making (in Sterling Money of great Britain accounting) every Pagoda eight shillings the Sum of two Hundred and Eighty two Pounds, three Shillings and seven Pence, or thereabouts, as will more fully and at large appear from the Account Current, with a transfer of the same, hereunto annexed for the Inspection of this Honorable Court and to which your Orator most humbly Refers praying that the same may be Admitted as part of this your Orators Bill of Complaint

Your Orator further Sheweth to this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Bootial Vengadasha of the said Sum of Seven Hundred and five Pagodas, sixteen fanams and twenty Cash

But now so it is May it please this Honble Court, the said Bootial Vengadasha Obstinately and Wilfully 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 Bootial Vengadasha may upon his Corporal Oath true and Perfect Answer make to all and Singular the matters and things herein before alledged and setforth, as 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 seven Hundred and five Pagodas, sixteen fanams and twenty six Cash with all Interest due thereon also all Costs of this Suit

May it Please this Honorable Court to Cause the said Bootial Vengadasha 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

Richard Joyce
attorney for [illegible]

Read and Jded
the 30th March 1762

To the Honorable the Mayor's Court at
Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court your Orator Andrew Pelr of Madras Writer, that Bootal Vengadasha also of Madras Dubash stands indebted to your Orator in the full and just Sum of Seven Hundred and five Pagodas, sixteen fanams, and twenty five Cash Current Money of Madras, making in Sterling Money of great Britain accounting every Pagoda eight Shillings the Sum of two Hundred and Eighty two Pounds, three Shillings and seven Pence, or thereabouts, as will more fully and at large appear from the Account Current, with a transfer of the same, hereunto annexed for the Inspection of this Honorable Court and humbly your Orator most humbly Prays praying that the same may be Admitted as part of this your Orators Bill of Complaint

Your Orator further Sheweth to this Hon^ble Court that he hath frequently and in an Amicable manner Requested Payment from the said Bootal Vengadasha of the said Sum of Seven Hundred and five Pagodas, sixteen fanams and twenty Cash

But now so it is May it please this Hon^ble Court the said Bootal Vengadasha Obstenately and Wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Hon^ble Court shall appear agreable to equity and good Conscience To the End therefore that the said Bootal Vengadasha may upon his Corporal Oath true and Perfect Answer make to all and Singular the matters and things herein before alledged and setforth, as 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 seven Hundred and five Pagodas, sixteen fanams and twenty six Cash with all Interest due thereon also all Costs of this Suit

May it Please this Honorable Court to Cause the said Bootal Vengadasha 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 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 therein as to this Hon^ble Court shall seem Meet

Richard Sole

The Answer of Bootal Bugadashia Dubash now Residing at Madras Defendant to the Bill of Complaint of Andrew Piter of Madras Writer

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit of exception to the many Errors uncertainties and untruths in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto he this Defendant answereth and saith he is not indebted to the Complainant in the Sum of Seven hundred and four Pagodas sixteen fanams and twenty six Cash or any other sum whatsoever but to evince to this Honble Court the falsity of the Complainants demand this Defendant maketh answer that the transferror Nina Chitty is indebted unto this Defendant in the full and just Sum of twenty six Pagodas twenty two fanams and twenty four Cash as will appear more fully and at Large by an Account Current hereunto annexed marked Letter A for the inspection of this Honble Court and to which this Defendant most humbly Refers praying that the same may be admitted as part of this Defendants Answer, as to the Article of Eighty Eight Pagodas thirty three fanams and sixteen Cash of the Debet side of the Account Current of the said Nina Chitty annexed to his Bill of Complaint this Defendants setsforth that he has duly Credited the said Nina Chitty for the same in his Account Current hereunto annexed marked Letter A as to the Article of One thousand eight Hundred and Eighty eight Pagodas of the debet side of the account Current of the aforesaid Nina Chitty under the date of July the fourth One thousand seven hundred and sixty which ought to be under the date of July the fourth one thousand seven hundred and sixty one, which article is the Gross amount of One thousand eight Hundred and thirty seven Pagodas as will appear by the Particulars of the account of the Piece Goods hereunto annexed marked Letter C which piece Goods the said Ninah Chitty debts this Defendant for, as if the same were delivered unto this Defendant and not inserting for what and on whose account, this Defendant humbly begs the attention of this Honble Court to a Narrative Relating to the said Piece Goods which is as follows: that in or about the Month of June in the year of Our Lord one thousand seven hundred and sixty one the aforesaid Nina Chitty did Purchase of Captain George Brent Commander of the Ship Hare several Parcels of Gold and Silver Lace to the amount of one thousand, one hundred and Eighty three Pagodas twenty two fanams and seventy Cash, when this Defendant served the aforesaid Captain George Brent in the Station of a Dubash and during the time of this Defendants acting in that Capacity the said Nina Chitty on or about the Month of July in

Account particular of the same is hereunto annexed marked Letter C which amounts to five Hundred and six Pagodas twenty one Fanams and forty Cash which is debited in the Account Current of the aforesaid Nona Chitty with the aforesaid Captain George Ellent marked Letter D wherein are inserted all the dealings of the aforesaid Nona Chitty with the said Captain George Ellent, and this Defendant further sets forth that the Complainant did never demand Payment of the aforesaid Sum of seven Hundred and five Pagodas sixteen fanams and twenty six Cash in an amicable manner nor any otherwise for if the Complainant had Requested Payment from this Defendant he this Defendant would have Convinced him that he owed nothing to the said Nona Chitty. All which matters and things this Defendant is Ready to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained.

William Cranwell
Attorney for the Defendant

Dr. Nona Chitty in Account with Boaseal Vengadusha Letter A Cr.

1761 May	15	To Cash paid Shaw Morgan	20	" "	1760 June 11	By Cash as the Obligation	78 " "
Long	11	To Cash	88	" "	1762 March 25	By Interest on ditto at 8 ½ Cent	10 33 16
1762 March 25		To Interest on the following Sums					88 33 16
		8½ Cent	Fo M	2			
		20 Pagodas	" 11 20	1 21	1762 March 25	By Ballance	26 22 24
		88 Pagodas	" 11 9	5 34 40			
				7 19 40		Pagodas	115 19 40
		Pagodas		115 19 40			

Fort St George the 25th March 1762
Errors Excepted

List of the Lace Goods which Nona Chitty sold to Captain George Ellent Viz.

Letter B

1760			Corge	Pieces		
May	4	Bradelas	"	1	16 18	"
		Ditto	"	3	15	" "
		Ditto	"	5	60	" "
		Ditto	"	4	36	" "
		Ditto	"	2	28	" "
		Ditto	"	10	130	" "
		Ditto	"	10	120	" "
		Ditto	2	"	260	" "

Carried Over ..... Pagodas

Brought Over Pagodas		72, 6, 60
Gold Lace Hatts of the Navy uniform	10 @ 5, 27, 10 p. Hatt	57, 16, 20
Do Do of different Kinds	18 @ 5 1/2 p. Do	104, 18 "
Silver Lace Do of Do	10 @ 5 7/8 p. Do	36, 9 "
Plain Do	35 @ 4 3/8 p. Do	153, 4, 40
Breeches Black twisted	1 Dozen @ 4 Pags 14 Fs 20	4 3 " "
	Pagodas	506, 21, 40

Errors Excepted

(D)

Ninah Chitty in Account Curr.t with Capt. George Rhent.

Letter D

(77)

1761			1761		
June	1	To Gold and Silver Lace	1103, 32, 70	July 4	By Sundrys Piece Goods sold unto the said Captain George Rhent as p. Particulars the neat produce whereof is Pagodas
		To Sundry European Merchandizes delivered unto the Defend.t which he is in the Godowns on Acco.t of the said Nina Chitty as p. Particulars	506, 21, 40		16, 90, 12 "
		Pagodas	1610, 7, 40		

Errors Excepted

Read and Filed
19th October 1762

Replication

of Andrew Pitter of Madras Patmans Writer Complainant to the Answer of Boobal Vengadasha of Madras aforesaid Dubash Defendant

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of Advantages and Benefits of Exception to the many Errors untruths and uncertainties in the said Answer Contained for Replication thereunto saith that the said Answer is very untrue and insufficient to be Replyed unto and this Replyant further saith that this Replyant cannot admit the Defendants Pleas to evince to this Honourable Court that he is not accountable to this Replyant for the sum alledged in his Bill of Complaint

And this Replyant further saith that the Defendants several and Respective Account Currents Marked with the Letters A. B. C. and D annexed to his Answer to this Replyants Bill of Complaint this Replyant humbly prays the attention of this Honble Court to his hereafter Pleaded Replication of the untruths Incertainties and insufficiencys thereof

that

George Pratt for the use of the said Nina Chitty and pretended to be at this time in the Possession of the Defendant this Replyant therefore saith that the Defendants Charge of five hundred and six Pagodas Twenty one Fanams and Forty Cash for the said Europe Goods in the aforesaid Account Marked (C) to the said Nina Chitty is erroneous uncertain and untrue to be Replyed unto

And Lastly this Replyant saith He has already fully Replyed in his aforegoing Replication to the Account of the Defendants marked on the Left Letter [D] and this Replyant prays the attentions of this Honourable Court to the Answer of the Defendant which he presumes will Clearly shew the Litigiousness thereof All which matters and things this Replyant is Ready to Aver maintain and prove as this Honourable Court shall direct and humbly prays as in and by his said Bill He has already Prayed

William Bishop
Attorney for the Replyant

Read and Filed
November 1762

The Rejoinder of Boothul Vengadachal Rubroh now Residing at Madras Defendant to the Replication of Andrew Pitt of Madras Writer Complainant

The Defendant now and at all times hereafter saving and Reserving to himself all manner of Benefit and advantage of Exception to the many Errors untruths imperfections and insufficiencies in the said Replication contained saith that all and Singular the matters and things in this Defendants Answer are certain true and Sufficient in the Law to be Replyed unto and this Defendant further saith that he is not indebted unto the Replyant in the Sum of Seven hundred and five Pagodas sixteen Fanams and twenty one Cash nor any other Sum whatsoever But to convince to this Honble Court the falsehood of the Replyants demand this Defendant doth again Positively Affirm that the Swamyseer Nina Chitty is indebted unto this Defendant in the full and just Sum of Twenty six Pagodas Twenty two fanams and twenty four Cash as is already set forth in this Defendant Answer vide the Article of Eighty Eight Pagodas of the Debit side of the Account Current of this Defendants and annexed to his Answer marked Letter A.

This Defendant humbly begs leave to acquaint this Honble Court that the said Article the said Nina Chitty has Credited this Defendant for in his Account Current with this Defendant for in the said Account Current He the

Sixty Pagodas thirty four fanams and forty Cash which two Summs will make the aforesaid Sum of Seven Pagodas Nineteen fanams and forty Cash, and that it is but Reasonable that this Defendant should have Interest for the Money he has payed as well as the Replyant for what he lent, and its what is usually done with all Persons that are any way Concerned in Business and that this Sum is not Charged on any other Account then what is here Related

This Defendant further says that the Pretended Sum of three Pagodas, seven fanams, and fifty six Cash, is so far from being plain and Demonstrable that it is quite the Reverse for by the Replyants Account Current annexed to his Bill of Compliant he acknowledges to have Received the said Sum of Eighty seven Pagodas and thirty six fanams, so that its evident allowing the Pagoda thirty six fanams, that this Sum of Seventy seven Pagodas and thirty six fanams has Cancelled the said Sum of Eighty eight Pagodas, and therefore its plain and Obvious that no such Ballance can be due to the Replyant notwithstanding the many Elaborate Arguments the Replyants hath made use of to the Contrary.

As to the List of Piece Goods which this Defendant has Obliged the Replyant for in his Account Current annexed to this Defendants Answer marked Letter B the same is partly stated in this Defendants Answer for the said Piece Goods the said Nina Chitty sold unto Captain George Rent on the fourth day of July which was in the year of our Lord one thousand seven Hundred and sixty one, and not on the fourth day of July in the year of our Lord one thousand seven hundred and sixty, which is a year before the said Piece Goods were sold unto the said Captain George Rent Commander of the Ship Harriot and in order to Refute the Assertion of the Replyants concerning the said Piece Goods this Defendant begs leave to observe unto this Honble Court that on the fourth day of July in the year of our Lord one thousand seven hundred and sixty one this Defendant did Buy from the said Nina Chitty for the Use of the said Captain George Rent Piece Goods Marketable in Europe to the amount of one thousand eight Hundred and seventy seven Pagodas, and that its very apparent that the same were Purchased from the said Nina Chitty as will more fully and at large appear by the Account Current of this Defendant marked Letter D annexed unto his Answer for the Amount of which the said Nina Chitty ought to have given Credit in his Account Current with the said Captain George Rent and this Defendant further set forth that neither the Replyant and the said Nina Chitty can prove that the said Piece goods were purchased by this Defendant for his own use But this Defendant can prove that the piece Goods were for exportation and accordingly were shipt

on

Hundred and Eighty three Pagodas Twenty two fanams and Seventy Cash Credited this Defendant for in his Account Current annexed to the Replyants Bill of Complainant and now to something extraordinary in the Replyant to Contradict what he has acknowledged in his Answer for if this Equiveocal assertion of the Replyants were to be admitted, it would make a difference of Eighty three Pagodas in the favour of the Replyant This Defendant humbly presumes that such a Notorious Prevarication of the Replyants cannot Escape the Notice of this Honble Court and how small a Degree of Credit can be given to a Person who finds it so easy to say and unsay, and that this Retraction of the Replyants is very Ridiculous and more especially so as he cannot Support what he has now said This Defendant further prays leave to say that the said Nina Chitty did purchase the said Gold and Silver Lace from the said Captain George Thent which Merchandize was imported from England by the said Captain George Thent which can be proved by the Sea Customers Books of this Place nor can the Replyant or the said Nina Chitty prove that the said Gold and Silver Lace were the Property of this Defendants and this Defendant further says that they are several Merchants that can attest that the said Gold and Silver Lace belonged unto the said Captain George Thent and that the said Nina Chitty did Purchase the said Gold and Silver Lace from the said Captain George Thent and there is one Merchant named Condy Chitty did some time before the said Nina Chitty had Purchased the said Gold and Silver Lace from the said Captain George Thent offered to Barter Chinaware for the said Gold and Silver Lace with the said Captain George Thent, This Defendant humbly Conceives that from what has been already Related concerning the said Gold and Silver Lace that the Replyants Assertion will appear to be intirely without foundation and this Defendant doubts not but it will appear to the Impartial Judgment of this Honourable Court

This Defendant humbly Prays it may be observed that he does not Admit of the Validity of the Transfer Writing made to the Complainant which only Recites that the Present Demand was transferred unto him for a Valuable Consideration without mentioning what was such Valuable Consideration, which if he is deficient in the Proof of This Defendant Presumes he is not Authorized by the said Transfer to sue this Defendant and that the said Transfer is not such as the Law Directs in such Cases?

N.B. The Words dotted under were expunged by Order of Court on the 21st January 1761 at the Hearing of the Cause — L. McStone Reg.

All which matters and things this Defendant is Ready to Aver maintain and Prove as this Honble Court shall direct and humbly Prays as to and by his said Answer he hath already

Mayors Court at Madraspatnam

Between Andrew Peter by Transfer of Nana Chitty Complainant
and Boolial Vengadasha Defendant

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

Moolu Comra of Madras Cowcanly aged 12 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th day of March 1763 sworn at the Office of Mr William Cramwell Attorney for the Defendant by Comacapah who left a Note of the Name Title and Place of abode of the said Moolu Comra and afterwards on the same day being sworn and examined deposeth as Follows

1st To the first Interrogatory this Deponent saith that he hath known the Complainant for 6 Years or thereabouts the Defendant 5 years and the transferrer Nana Chitty for 6 Years or thereabouts.

2d To the second Interrogatory this Deponent saith that he knows of a Bond being signed and executed by the Defendant to the transferrer Nana Chitty for 78 Pagodas the date of the said Bond he does not Remember this Deponent further saith that the Defendant engaged himself to pay to the transferer Nana Chitty at the Rate of eight p Cent p Annum for the advance of the said Principal Sum of Money of Seventy eight Pagodas the said Bond or Obligation this Defendant saith he himself. Moolu Comra Deponent

4th To the fourth Interrogatory this Deponent saith that he knows nothing more material in this Cause only that he thinks the Defendant had engaged himself to pay the above Sum of Seventy eight Pagodas to the transferrer Nana Chitty in the Payments.

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Andrew Peter by transfer of Nana Chitty Complainant and Boolial Vengadasha Defendant

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

Narain Chitty of Madras Merchant aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 19th day of March 1763 sworn at the Office of Mr William Cramwell Attorney for the Defendant by

Emarapah

This Deponent further saith that he was Concerned to Captain Rent which was the only Reason how he came to the Knowledge of this Affair

4th ..... To the fourth Interrogatory this Deponent saith that the Defendant carried the Transferrer Naina Chitty to Captain Rent's House who had some Gold and Silver Lace to dispose of in which the said Transferrer Naina Chitty agreed to allow him the said Captain Rent as this Deponent thinks forty P Cent profit the Purchase of the said Gold and Silver Lace amounted to the Sum of Eleven hundred and Eighty Pagodas (1180) and odd for the amount of which said Sum the Transferrer Naina Chitty was to give Piece Goods such as was fit for the Europe Market, after this Bargain made and the said Gold and Silver Lace was measured before the said Naina Chitty Captain Rent ordered his Purser and this Deponent to deliver the Gold and Silver Lace to the said Transferrer Naina Chitty which they did, and that afterwards as the said Transferrer Naina Chitty was carrying home the said Gold and Silver Lace, he met Captain Rent and told him that he had purchased this the said Gold and Silver Lace at too great a Price and that he should loose by it upon which Captain Rent told the said Transferrer Naina Chitty that he would take more Piece Goods of him, than what the amount of the said Gold and Silver Lace came to for which he would pay him in Ready Money this Deponent saith that the Defendant Bootial Vengadacha was not Present, when the said Captain Rent told to the said Transferrer Naina Chitty that he would take more Piece Goods of him than what the amount of the abovementioned Gold and Silver Lace came to, but that this Deponent served as an Interpreter between them both this Deponent moreover saith that besides the abovementioned Piece Goods consisting of Bietelahs, Demety, Chintz &c. sold and Delivered to the Defendant Bootial Vengadacha for the use of Captain Rent and his Purser by the Transferrer Naina Chitty and on his sole account, Ellapah, Sheveramah, Chucca Chitty, &c. Merchants jointly with the Transferrer Naina Chitty sold and Delivered to the said Captain Rent and his Purser Piece Goods to the amount of four thousand (4000) Pagodas, for which said Piece Goods the said Capt. Rent and his Purser paid the said Ellapah, Sheveramah, Chucah Chitty and the Transferrer Naina Chitty & Merchants part in Gold Thread, Silver Thread, Rosery, Hats and other Europe Goods and the Rest of the amount remains up the said Sum of 4000 Pagodas in Money and more knoweth not to any Particulars enquired of him in the Course of these Interrogatories

Richard Sathorn

Examined

Ellapa Mootoo & Shanmogan — Defendant ever served George Hunt Commander of the Ship Hawke after his last arrival from England at this Place, if yea in what Capacity) also the Defendant serve him in and how long Particularly Declare

To Ditto ..... 3 ..... Are you or are you not acquainted with George Hunts buying and selling of Goods here after his last arrival from England at this Place if yea what Goods and to what Person or Persons did he Buy Goods of and to what Person or Persons did he Sell his Goods to, and what days or days and what Month and what Year and for what Sum or Sums of Money and in what manner and on what account and where did he so sell and Buy Goods Particularly Declare

To Ditto ..... 4th ..... Do You Know or do you not Know if ever George Hunt Commander of the Ship Hawke after his last Arrival from England at this Place ever Bartered any Goods if yea what Day or Days and what Month and in what Year and what Goods where they) and in what manner where they) so Bartered, and to what Person or Persons were they) Bartered (as the whole You Know touching) of this Affair from the Beginning) unto the end and how you came to Know the same Particularly Declare?

To Shanmogan ..... 5 ..... Did you or did you not serve George Hunt Commander of the Ship Hawke at his last Arrival from England to this Place if yea in what Capacity) declare

To Ditto ..... 6th ..... Did you or did you not ever hear the Defendant acquaint the People your Master Bought Goods of and by his Masters orders that his Master had no Money Pay them and that they must Accept of Goods in lieu of their Goods if yea what Persons or Persons where they and what Month and in what year and what Goods were they) that the Defendant so offered and what Answer they made to this Proposal and where was it the whole you Know touching this Affair from the begening) unto the end Particularly Declare

To ..... Ditto ..... 7th ..... Are you or are you not acquainted with the Defendants delivering) the Goods to the People that was given him by his Master in Porter and in lieu of these he had Received from them if yea what Day and what Month and in what year was they delivered unto them and where were they delivered and to what Person or Persons were they) delivered to and what Goods were they the Defendant delivered and what they or any of them said at the delivering) over the Goods unto them were there any Person or Persons that made any manner of objections to the Receiving of them or any part of them and what objections they or any of them made for not Receiving the Goods or any part of the Goods the whole you Know touching this Affair from the beginning) to the end and how you came to Know the same Particularly Declare?

To Shanmogan ..... 8 ..... Do you Know or do you not Know if ever the Transferrer did or

Treaga of Madras Merchant aged 50 Years or thereabouts being produced as a Witness on the Cause on the part of the Defendant was on the 28th day of March 1763 sworn at the Office of Mr William Bishop Attorney for the Complainant was by Canacapah interpreted a Note of the Name Title and Place of abode of the said Treaga and afterwards on the same Day being over sworn was Examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he has known the Complainant 6 Years and the Defendant 15 Years or thereabouts

2d To the second Interrogatory this Deponent saith he does Remember of the Defendants having served Captain George Shent as Dubash during the whole time of the said Captain Shents stay here

3 To the third Interrogatory this Deponent saith that he does know of Captain George Shents buying and selling goods that he bought of him this Deponent some Piece Goods Viz.t Chintzes Salempores, Muslins, Gunhams, Pielolahs, Handkerchiefs, Long Cloth and Cambricks to the amount of four hundred and twenty (420) Pagodas or thereabouts and agreed to pay for the said Piece Goods in Ready Money at a House late Maderas in Middle Gate Street about two years ago for which said Piece Goods this Deponent afterwards Received in Barter Gold and Silver Lace Thread, Gold and Silver Laced Hats and some fine and Coarse plain Hats to the amount of four Hundred (400) Pagodas from the Defendant on account of the said Captain George Shent as this Deponent could not get Ready Money according to the Agreement

4th To the fourth Interrogatory this Deponent saith that he does know of Captain George Shents bartering goods with the Transferrer Rena Chitty, Ellapa, Moolee Chucah, Sivveramah and this Deponent from all of whom he Received in the Whole Piece Goods to the amount of six thousand Pagodas (6000) that the Transferrer Rena Chitty had for his shares of Barter Gold and Silver Lace to the amount of Twelve hundred (1200) Pagodas or thereabouts Rama Sustiah Received for Ellapa Chockanaat, Goods some Money but to what amount of each he does not Recollect, Mostah Gold thread, Broad Cloth, Padlocks and Brasses for mounting Bureaus, but to what Value he does not know delivered to them by the Defendant at the said Defendants house, some time after Captain Shent was gone but what Goods the other Merchants Received this Deponent is entirely unacquainted with

12 10 To the tenth Interrogatory this Deponent saith that he does know of the Defendants having rendered after Captain Shent was gone from hence to the Transferrer Rena Chitty at Mr Ardleys House some Goods Viz.t Gold and Silver laced Hats, Gold and Silver thread, Silk Stockings and Breeches and Worsted stocking Breeches, and some Brandy; this

deponent

1st To the first Interrogatory this Deponent saith that he does not know the Complainants but the Defendant he has known 7 Years or thereabouts

2d To the second Interrogatory this Deponent saith that he does Remember of the Defendants having served Captain George Short in the Capacity of a Dubash the whole time Captain Short was here

3d To the third Interrogatory this Deponent saith that he does know of Captain Shorts buying and selling Goods whilst he was here that this Deponent sold to Captain Short several sorts of Baftee Cas to the amount of one thousand (1000) Pagodas and odd, to be paid for in Ready money or in Barter for which said Baftees he received Cochineal to the amount of eight Hundred (800) Pagodas, and odd and the Rest in ready Money at a House late Mrs Maduras in middle gate Street, as he could not get the whole Sum of one thousand Pagodas (1000) paid according to his Agreement

4th To the fourth Interrogatory this Deponent saith that he does know of Captain George Shorts Bartering Goods as mentioned in the 3d Deponents to the 3d Interrogatory to this Deponent and some goods to other Black Merchants but what goods he does not particularly Remember nor the Merchants nominally

10th To the tenth Interrogatory this Deponent saith he does not know any thing in Particularly in Answer to it

11th To the eleventh Interrogatory this Deponent saith that he did Receive goods from the Defendant according to his this said Deponents Deposition to the third Interrogatory whilst Captain Short was here

12th To the twelfth Interrogatory this Deponent saith that he does not know any thing more Particular in this Cause

Richard Latham

Examined

Mayors Court at Madraspatnam

Between Andrew Pitter by his Attorney in fact Nina Chetty Complainant and Pygolul Chetty Defendt

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

Moolea of Madras Dubash aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 28 day of March 1760 sworn at the Office of Mr William Parker Attorney for the Complainant by Canareese who left a Note of the Name Title and Place of abode of the said Moolea and afterwards on the same Day being sworn and Examined deposeth as follows

the Complainant by Caveatt who left a note of the name & Place of abode of the said Manuppeser 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 more than 10 Years and the Defendant 15 Years and upwards

2d To the Second Interrogatory this Deponent saith that he does know of the Defendants having served Captain George Rhent of the Ship Charlotte after his last arrival from England at this Place in the Capacity of a Dubash about 2 Months

3d To the third Interrogatory this Deponent saith that he does know of Captain Rhents buying some Piece Goods from the Transferrer Nina Chitty, Ellapah, Chucaih Mottea &c. Black Merchants to the amount of four Thousand (4000) Pagodas on his own sole account and two thousand (2000) on his Pursers the whole amounting to six thousand (6000) Pagodas, some month 1761 which month this said Deponent does not Remember at a House late Mrs. Maduras in middle Gate Street and that the said Captain George Rhent did sell Merchandize of his own and his said Pursers Viz.t Gold and Silver Lace to the Transferrer Nina Chitty, Gold and Silver Thread Chucaih Mottea, Chochineal to Ellapah and other Merchandize Viz.t Hats Hosiery, liquors &ca to the other Merchants all which abovementioned Europe Goods was disposed of in Barter to the abovementioned Merchants in exchange for their said Piece Goods and delivered by the said Captain Rhent and his said Purser to the Defendant, and the deficiency of their amount wanting to compleat the sum of six thousand (6000) Pagodas was made up in Ready Money which Sum this Deponent does not Remember nor the amount of all the Europe Goods, the Piece Goods sold by the aboresaid Merchants to the said Captain Rhent and his said Purser were Muslins Palampores Long Cloths &ca &ca

4th To the fourth Interrogatory this Deponent saith that he does know of Captain Rhents bartering goods as abovementioned in the 3d Deposition

5th To the fifth Interrogatory this Deponent saith that he did serve the said Captain George Rhent in the Capacity of a Conceply

6th To the sixth Interrogatory this Deponent saith that he does know of the Defendants selling to the transferrer Nina Chitty whilst Captain Rhent was here that the said Captain Rhent his Master had no Money and that he must take Merchandize in lieu thereof Viz.t Gold and Silver Lace in exchange for the said Piece Goods he had sold to his said Master Captain Rhent some Month in 1761 which Month this said Deponent does not Recollect at a House late Mrs. Maderras in middle Gate Street and that the transferrer Nina Chitty agreed to do so, as also that 2 or 3 Months after Captain Rhent was gone from hence, the Defendant sold all the other Merchants as

mentioned

Mayors Court at
Madraspatnam

Between Andrew Peter by Transfer of Nina Chitty
Complainant and Boobal Vengadacha Defendant

Deposition of Witnesses on this Cause taken by and before the Exam=
=iner in this Court as Follows.

Chuchack Chitty of Madras Merchant aged 50 Years or thereabouts being
being produced as a Witness on this Cause on the part of the Complainant was
on the 21st day of March 1760 Sworn at the Office of Mr William Cranwell
Attorney for the Defendant by Canacapa who left a Note of the name Title
and Place of Abode of the said Chuchack Chitty and afterwards on the same
Day being) sworn and Examined Deposeth as Follows.

A
To the first Interrogatory this Deponent saith that he has Known the Complain=
=ant for 8 Years the Defendant 15 Years and the Transferrer Naina Chitty
15 Years or thereabouts.

B
To the third Interrogatory this Deponent saith that he does know of the Trans=
=ferrer Naina Chitty's having sold and Delivered sundry Piece Goods
Viz. Bretelachs, White Ginghams, Dimitys, Moorees &c. to the Defend=
=ant Boobal Vengadacha for the use of Captain George Brent and his
Purser those for the said Captain George Brent to sell Wear at a House late
Mrs Madeiras in Middle Gate Street and those on his said Pursers
particular Account at a House next Door to the Sorting Godown but
to what amount he does not Know this Deponent moreover saith that he
sorted those said Goods which the Transferrer Nina Chitty sold to the said
Captain George Brent and his Purser which was the Reason of his coming
to the Knowledge of this Affair

D
To the fourth Interrogatory this Deponent saith that before the Transferrer
Naina Chitty had sold the said Piece Goods to the said Captain George Brent
and his Purser he the said Transferrer Naina Chitty had brought from the said
Captain George Brent some Europe goods Viz. Gold and Silver Lace, Gold and
Silver Buttons the amount of which he had agreed to Pay for in Piece Goods
and no more answers not to any Particulars enquired of him in the course
of these Interrogatories.

Richard Latham
Examiner

Sworn [illegible]

Read and Filed
24th January 1764

To the Honorable the Mayors
Court at Madrasapatnam

Humbly Complaining sheweth unto this Honorable Court
Your Orator John Smith late of Madras Merchant by his Attorney Claud
Russell of the same place Esquire that on or about the sixteenth day of March in
the Year of our Lord one thousand seven Hundred and sixty three your Orator
advanced and lent unto Dufsamanboose Comastah to Gowrdanadoss Moom=
=mady Chitty Ravanapah Chitty Yerramah Chitty and Chasha Chetta Chitty all
of Madras Merchants the sum of one thousand Pagodas for securing the Payment
whereof with Interrest after the Rate of eight Pagodas for every Hundred Pagodas
by the Year they the said Dufsamanboose Moonmady Chitty Ravanapah
Chitty Yerramah Chitty and Chasha Chetta Chitty did enter into one Bond
or writing Obligatory bearing date the said sixteenth day of March one
thousand seven hundred and sixty three by which Bond they did acknowledge
themselves to be bound and did bind themselves jointly and severally with
their and each of their Heirs Executors Administrators and Assigns unto your
Orator in the sum of two thousand Pagodas with Condition to be void upon
Payment of the said one thousand Pagodas with Interrest for the same as
aforesaid three Months after the date of the said Bond or else to be and Remain
in full force and Virtue as by the said Bond or Writing Obligatory under the
Hands and Seals of the said Dufsamanboose Moonmaddy Chitty Ravanapah
Chitty Yerramah Chitty and Chasha Chetta Chitty bearing date as aforesaid
and ready to be produced to this Honorable Court Relation being thereunto had
doth and may more at large appear which said Sum after the Rate of eight
Shillings for every Pagoda will amount to the Sum of four hundred Pounds
of lawfull money of Great Britain and your Orator further sheweth that
he hath often and in amicable manner by means of his said Attorney
Requested payment of the abovementioned Sum and the Interrest that then
was due thereon But now so it is and may it please this Honorable
Court the said Dufsamanboose Moonmady Chitty Ravanapah Chitty
Yarramah Chitty and Chasha Chetta Chitty obstinately and wilfully
Refuse to give your Orator any manner of Satisfaction touching the Premises
Your Orator therefore Prays a General Relief such as to this Honorable
Court shall appear agreeable to equity and Good Conscience To the end
therefore that the said Dufsamanboose Moonmady Chitty Ravanapah
Chitty Yerramah Chitty and Chasha Chetta Chitty may upon their Corpo=
=ral Oaths true and perfect Answer make to all and singular the matters

and

pay unto the Complainant the full and just Sum of One thousand Pagodas (Pagodas 1000) together with all such Interest as now is Or hereafter shall become due thereon Intill full payment is made according to the Tenor of the Obligation and for also all Costs of this Suit

&c Cur

Read and filed
11th October 1763

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orato Peter Pasanther of Madras Inhabitant that Camue Chetty also of the same place Inhabitant stands indebted to your Orator in the full and just Sum of one hundred and Ninety four Pagodas, Nineteen fanams and sixty one Cash current Money of Madras for the Ballance of an Account Current of a Transfer Obligation making in Sterling Money of Great Britain accounting every Pagoda eight Shillings the Sum of Seventy seven Pounds, Sixteen Shillings and four Pence half penny or thereabouts as will more fully and at large appear by an Account Current a transcript and a transfer of an Obligation hereunto 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

Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Camue Chetty of the said Sum of One Hundred and Ninety four Pagodas Nineteen Fanams and Sixty one Cash

Notwithstanding may it Please this Honble Court the said Camue Chetty obstinately and wilfully Refuses to give 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 the End therefore that the said Camue Chetty 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 and he Decreed to pay unto your Orator the aforesaid Sum of One Hundred and Ninety four Pagodas Nineteen fanams and sixty one Cash with all Interest due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Camue Chetty to be Summoned and Required by the Sheriff of Fort Saint George

Anne

Dr

Canree Chitty in Account Current with Madavo Nauck the Transferor

Cr

1758				1757		
June	12	To Cash on Obligation of this Date	160 „ „	Novem	28	By Cash Received at Sundry times	20„30„25
1760				1760			
July	12	To Interest on the above Sum for 8„1„„ @ 8 p Cent p annum	103„16„64	April	10	By Cash Ditto	19„32„„
				1762			
				Feb.y	20	By Cash Ditto	12„11„„
				1762			
				July	12	By Interest on the following Sums @ 8 p Cent p Annum	
						Pags fol. Cash	Years Mos dys
						20„30„25	5„7„14„ 9„12„65
						19„32„„	1„6„12½ 1„12„35
						12„11„„	1„6„12½ 1„12„35 13„31„58
							109„32„3
						By Ballance	194„19„61
		Pagodas	263„16„64				Pagodas 263„16„64

Fort Saint George
the 12th July 1763.

Errors Excepted

p Cr

Sum after the Rate of eight Shillings for every Pagoda will amount to ten Pounds and eight Shillings of Sterling money of Great Britain and your Orator further Sayeth that he hath frequently and in an amicable manner demanded Payment of the aforesaid Sum

But now so it and may it please this Honble Court the said Valeriahala Bafsaham obstinately and wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honorable Court shall appear agreable to equity and good Conscience To the End therefore that the said Valeriahala Bafsaham may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things as 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 twenty six Pagodas with all such Interest as now is or shall hereafter grow due together with all Costs of this Suit

May it Please this Honorable Court to cause the said Valeriahala Bafsaham to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Assistants thereof Personally to be and and appear before this Honorable Court at a certain time and place to be by this Honble Court prefixed and appointed and there 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

Charles Bramley
Attorney for the Complainant

St Thome February 13th 1761

I Valeriahala Bafsaham do acknowledge to have given this Allegation to Desha Pillah Ballah for the sum of twenty Pagodas which I Received of him payable on the 12th of April next after the Rate of nine p Cent and in default of Payment my House shall sell and pay you if you any where you may sell my house and take it and if any Clams on the same shall pay them Drawn by Weathamabra-shum Witness Seneangalum, Cassicandah, Goentoo Chinapah

Signed Cahlemah la Bafsaham

St Thome December 31st 1763

I Desha Pillah Ballah acknowledge to have transfered to Peter Pasmer

Read and Filed
18th May 1762

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaineth shewth unto this Honorable
Court Your Oratrix Frances Mary Munro of Fort Saint George Inhabitant
That Whereas Gundaveddy Audapah of Madras Inhabitant stands indebted
to Your Oratrix in the full and just Sum of Two Hundred and fifty Pagodas
Current Money of Madras making in Sterling Money of great Britain
Accounting every Pagoda eight Shillings the Sum of One hundred Pounds or
thereabouts as will more fully and Clearly appear from the Translate of an
Obligation with a transfer of the same hereunto annexed for the Inspection of
this Honble Court to which Your Oratrix most humbly Refers and prays the
same may be Admitted as part of this your Oratrix's Bill of Complaint

And Whereas Your Oratrix hath frequently and in an amicable manner Requested Payment of the aforesaid Sum of two Hundred and fifty Pagodas from the above mentioned Gundaveddy Audapah

But now so it is. May it Please this Honorable Court the said Gundaveddy Audapah wilfully and Obstinately Refuses to give your Oratrix any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honorable Court shall appear agreable to equity and good Conscience Tothe End Therefore that the said Gundaveddy Audapa may upon his Corporal Oath true and Perfect Answer make to all and Singular the matters and things herein before alledged and setforth as fully truly and effectually as if the same were herein again Repeated and Interrogated and he Decreed to pay unto your Oratrix the aforesaid Sum of Two Hundred and fifty Pagodas with the Interest that now is or may become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Gundaveddy Audapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof to be and appear Personally at a certain time and place to be by this Honble Court appointed and prosecuted 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

Richard Fuste
Attorny for the Complainant

and filed
July 1762

The Answer of Gundavardy Audyapah of Madras Inhabitant Defendant to the Bill of Complaint of Frances Mary Munro of Fort Saint George Inhabitant

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 uncertainties and untruths in the said Bill contained for answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make answer unto he this Defendant answereth and saith he is not indebted unto the Complainant in the Sum of two Hundred and fifty Pagodas Current Money of Madras but acknowledges that he is indebted unto the Transferree Sondavadu Chocapa Moodeliar on account of his Obligation in the sum of One Hundred and twenty five Pagodas, twenty three fanams and five Cash and no more. But to inform this Honble Court the falsity of the Complainants demand this Defendant saith that an Account was settled between the said Sondavadu Chocapah Modaliar and this Defendant on the eighteenth day of September in the Year of our Lord one thousand seven hundred and sixty one The Ballance of which account was one Hundred and twenty seven Pagodas, twenty two fanams, and twenty Cash, as will more fully and at Large appear by an Account Current hereunto annexed marked Letter A for the inspection of this Honble Court to which this Defendant most humbly Refers praying that the same may be admitted as part of this his Answer and this Defendant further saith that the said Sondavadu Chocapah Moodeliar has since that time Received from this Defendant the sum of One Pagoda twenty two fanams and fifteen Cash which being deducted from the aforesaid Sum of One Hundred and twenty seven Pagodas two fanams and twenty Cash will make only the Sum of one Hundred and twenty four Pagodas twenty three fanams and five Cash (accounting the Pagoda forty three fanams) Which is the Real Sum this Defendant stands indebted unto the said Sondavadu Chocapah Moodeliar as will appear by an Account Current hereunto annexed marked Letter B This Defendant prays leave to inform this Honble Court that by great Losses which this Defendant and his Copartners met with in Trade obliged him and his Unkles with whom he was in Copartnership with, Namely Gundavedy Seshiah, Rammanah, Chencaah and Lakshmiah to become insolvent in or about the Month of September one thousand Seven Hundred and fifty seven and most of their

1757		Brought Over Pagodas			
March	30	To a Wood Seller Agreed		15	
Nov.r	9	To Cash		5	
1758					
Janr.y	10	To Ditto		1	
April	2	To Ditto		1	
Augt.	1	To Ditto		5	
October	25	To Ditto By the means of your Brother			
		Ditto Ramcam		2	
	28	To Ditto		10	2 10
Nov.r	12	To Cash		2	
1759	18	To Ditto		1	
Jan.y	22	To Ditto		1	
March	12	To Ditto Brinj Bullocks		5	
"	"	To Ditto		11	20
"	"	To Pargue Chitty Narrapah			
		Agreed	5		10 11 20
October	12	To Cash			12
Dec.r	11	To Ditto which you paid to the Men			
1761		of Sattangar		3	
"	"	To Ditto	21		3 21
April	20	To Cash		1	2
"	"	To Dt.			10 10
"	"	To Dt.	10		1 22 10
June	14	To Dt. which you paid to the Men			
		of Sattangar			4
July	13	To Cash			7
August	13	To Dt.			3
Sept.r	6	To Dt. which you paid to Veeraschitt		3	
				121	14 60
		To Ballance			127 2 20
		Pagodas	249		Pagodas 249

Brought Over Pagodas 249 " "

Fort St George
Sept.r 17th 1761
Errors Excepted
Dirzy & Co.

Sondanadie Chocapah Modaliar in Acco.t Curr.t with Gundavedy Audiapah (Cr.)

B

Sept.r	17	To Cash		24 15	1761 By Ballance of the 17th Sept.r 1761 127 2 20
Oct.r	25	To 1 Piece of Muslin		41	
				1 22 15	
		To Ballance		125 23 5	
		Pagodas	127	2 20	Pagodas 127 2 20

Fort St George the 17th January 1762
Errors Excepted
Dirzy & Co.

Dr

Gundawady Pudapah Contract Note of Hand Obligatory Principal & Interest to Frances Mary Munro by transfer of Bond under Chicopah

Cr By Contra

1756								
February	1st	To his Note of Hand		249	"	"		
May	2nd	To Interest at 7 1/2 p Cent p Annum		5	1	10		
	8	To 27th June Interest Do Do		2	14	10	258	1 10
June	28	To 16th July Do Do Do		"	14	24		
July	17	To 13th August Do Do Do		1	12	8		
August	14	To 30 October Do Do Do		3	17	8		
November	1st	To 28th November Do Do Do		1	12	8		
	29	To 27 December Do Do Do		1	18	54		
December	28	To 29th March 1757 Do Do Do		4	16	27		
1757 March	30	To 8th November Do Do Do		8	17	8		
November	9	To 9 January 1758 Do Do Do		2	17	38		
1758 January	10	To 1 April Do Do Do Do		1	5	"		
August	1	To 25 October Do Do Do Do		3	17	42		
October	25	To 17 Nov Do Do Do Do		"	28	42		
November	18	To 31st Jan 1759 Do Do Do Do		2	24	22		
1759 January	22	To 11 March Do Do Do Do		2	2	66		
March	12	To 11 October Do Do Do Do		8	33	35		
October	12	To 10 January 1760 Do Do Do		3	34	"		
January	11	To 19 April 1761 Do Do Do		20	13	67		
1761 April	20	To 13 June Do Do Do Do		2	22	50		
June	14	To 13 July Do Do Do Do		1	17	42		
July	13	To 12 August Do Do Do Do		1	12	57		
August	13	To 15 September Do Do Do		1	3	57		
September	6	To 18 November Do Do Do		3	17	4		
November	19	To 24 January 1762 Do Do		3	6	40		
1762 January	25	To 15 February 1763 Do Do		12	19	24		
							109	22
		Pagodas					363	23 10

1756						
May	8th	By Cash paid		10	"	"
June	13	By Do Do		5	"	"
July	17	By Do Do		5	"	"
August	14	By Do Do		5	"	"
November	1	By Do Do		5	"	"
	29	By Do Do		2	"	"
December	28	By Do Do		2	"	"
1757 March	30	By Do Do		18	"	"
November	9	By Do Do		5	"	"
1758 January	10	By Do Do		1	"	"
April	2	By Do Do		1	"	"
August	1	By Do Do		5	"	"
October	25	By Do Do		2	9	"
November	18	By Do Do		1	"	"
1759 January	22	By Do Do		"	9	60
March	12	By Do Do		"	10	60
October	12	By Do Do		2	18	"
1760 January	11	By Do Do		1	19	"
1761 April	20	By Do Do		1	"	"
June	14	By Do Do		"	7	"
July	13	By Do Do		3	"	"
August	13	By Do Do		3	"	"
Septr	6	By Do Do		"	20	60
November	19	By Do Do		"	35	"
1762 January	25	By Do Do		111	20	60
		By Ballance		252	2	20
		Pagodas		363	23	10

Port Saint George February 15th 1763
Errors Excepted E & O E
Signed Gordewadue Chocopah Moodeliar

W

Transferrer Sundrie Dayes prior to this Cause or either and which of them you have long known you Examine them or either and which of them declare

To Narrative — 1st — Do you know or do you not know of a certain Allegation being given by the Defendant to the transferrer If you do or are not Produced before you the same Read and are you or are you not a Subscribing Witness thereto the whole you Know and the Reason of such your Knowledge in this affair the same Particularly Declare

To Charge Same — 2d — Do you know or do you not know on a Conference of the transferrer and Defendant in your Presence or whether the transferrer did or did not demand of the Defendant Payment of his Bond or whether the Defendant did or did not at that time acknowledge the said Bond to be just and Promised payment and told the transferrer not to be uneasy for that he the Defendant had Secured in the hands of Lyon Cutler of Dorchester Merchant Seperate from all other his Transactions sufficient to discharge his Bond to the transferrer and to the best of your Knowledge Relate the transferrer and Defendants Conversation and the same touching this affair and the whole you Know particularly Declare

To Interrogate Modo Alter — 3d — Did you or did you not at the Request of the transferrer who came and went with him to the House of the Defendant and there take from him a Particular Account of the Several Payments made by the Defendant to the transferrer and was or was not the transferrer Satisfied and accepted the same the whole you Know and the Reason of such your Knowledge Particularly Declare

To Interrogate Ultra — 4th — Do you know or do you not know of any and what transactions passed between the transferrer and Defendant or did you or did you not Discount the Sum of two hundred and fifty Pounds of the Defendants same time before the whole of the Defendant was declared Bankrupt the whole you know to the best of your Remembrance and Reason of such your Knowledge Particularly Declare

To all the Premises — 5th — Do you know or can you say any other matter or thing Material for the Complainant in this Cause to set forth the same as you know have been informed or do Believe with the Reasons of such your Knowledge and Belief

William Bishop
Attorney for the Complainant

Mayors Court at Madraspatnam — Between Francis Mary Munro by transfer of Sundavarda Chocapah Complainant and Gundavarda Audapah Defendant

Deposition of Witness taken by and before the Examiner in this Court as Follows.

Ramia Sannee of Madras Maistry aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 2nd day of May 1780 shown at the Office of Mr William Cranwell Attorney for the Defendant by Comaraputchi who left a Note of the Christian Name Title and Place of abode of the said Ramia Sannee and afterwards on the same Day being Sworn and Examined deposeth as Follows.

A 1 To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he does know the Defendant 12 or 13 Years and the Transferrer 12 or 13 Years or thereabouts.

B 2 To the third Interrogatory this Deponent saith there was a Conference held between the transferrer and Defendant in his Presence when the transferrer did demand Payment of his Bond from the Defendant which said Bond at that time the Defendant did acknowledge to be paid and Promised Payment thereof also moreover Deponent of the transferrer not to be uneasy for that he the Defendant had secured in the hands of Cupa Chetty of Trinlore Merchant separate from all other his transactions sufficient to discharge his debt to the transferrer and more this Deponent saith not to this or the last Interrogatory.

Richard Latham
Examined

Mayors Court at Madraspatnam — Between Sundavarda Chocapah Complainant and Gundavarda Audapah Defendant

Deposition of Witness taken by and before the Examiner in this Court as Follows.

Chapah Moodliar of Madras Conceply aged 37 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 18th day of May 1780 shown at the Office of Mr William Cranwell Attorney for the Defendant by Comaraputchi who left a Note of the Name Title

any transactions passing between the transferrer and Defendant, but deposes that he this Deponent did Receive the Sum of two hundred and fifty Pagodas (250) from the Defendant sometime before the Insolvency of the said Defendant was declared insolvent, which said Sum on the Defendants becoming a Bankrupt, He this said Deponent Repaid both Principal and Interest to Mr. Telling by the direction of the said Defendant, and more saith not to this or the last Interrogatory

Richard Latham

Examined

Zuyderkoot

The Deposition to the 5th Interrogatory was quashed by Order of Court 7th February 1764

J. Milstone

Regist.

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Defendant in a certain Cause wherein Frances Mary Munro is Complainant and Gurdawady Sudapah is Defendant

To all the Witnesses 1st ..... 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

To Meral Ramasawmy 2d ..... Are you or are you not acquainted with the Defendants settling his Accounts with the Transferrer Sondavadu Chocapah Moodeliar if you know and in what manner was the said Accounts adjusted between the said Transferrer Sondavadu Chocapah Moodeliar and the Defendant and where and when did they Settle their Accounts and what Person or Persons were present at their Settling the said Accounts the whole you Know touching of this Affair from the beginning unto the end Particularly Declare

To Ditto ..... 3d ..... Do you Know or do you not Know what was the Ballance due unto the Transferrer Sondavadu Chocapah Moodeliar from the Defendant after adjusting of their Accounts, if you know what Day what Month and in what year was the said Ballance made and what Sum or Sums of Money) was that due to the Transferrer the said Sondavadu Chocapah Moodeliar from the Defendant and how you came to Know the same to the best of your Knowledge and belief Particularly Declare

To Ditto and Mangama Tauntaiyan 4th ..... Do you Know or do you not Know if ever the Defendant were in Partnership with his unkle at the time of their being insolvent if you know what Day, what Month and in what year did they become insolvent and what were the names of his unkles and what was the Cause of their insolvency

the

Mayor's Court at Madraspatnam

Between Frances Mary Munro Complainant
and Gundaveedy Audiapah Defendant

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

Moral Ramana Chetty of Madras Merchant aged 50 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 24th day of June 1763 sworn at the Office of Mr William Bishop Attorney for the Complainant by Conacapah who left a Note of the name title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined deposeth as Follows.

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 15 Years or thereabouts.

To the Second Interrogatory this Deponent saith he doth know of the Defendants settling his Accounts with the Transferrer Gundavada Chocapah Moodeliar. How long time ago it was he does not Recollect but deposeth that it was at the said Defendants house at which time the aforesaid Transferrer Received from the said Defendant One hundred and Twenty Pagodas (120) or thereabouts & he this Deponent and a man who came along with the Transferrer whose name he forgets being Present, and more saith not to this or to the third Interrogatory

To the fourth Interrogatory this Deponent saith he doth know that the Defendant was in Partnership with his uncles Gundaveedy Soubiah, Gundaveery Ramana Satchana, and Chinchia, at the time his said Uncles became insolvent on account of Losses they had sustained, but what time that was he this Deponent does not Remember, wherefore Answereth not to this or to the last Interrogatory.

Richard Pattison

Examiner

Mayor's Court at Madraspatnam

Between Frances Mary Munro Complainant
and Gundaveddy Audapa Defendant

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

Mangama Jaunta Varsa of Madras Brammy aged 30 Years or thereabouts being Produced as a Witness in this Cause on the part of

Mayor's Court at Madrasapatnam

Tuesday the 7th day of February Anno Domini 1761.

L.S.

Present

Thomas Saunders Esquire Mayor

Claud Russell —— Peter Manville

John Delamaire —— John Whitehill

Thomas Whitsall —— George Baker &

Alexander Davidson —— Aldermen

Between Frances Mary Munro of Fort Saint George Inhabitant Complainant and Gundaraday Audapah also of the same place Inhabitant Defendant

Mayor's Court

This Cause coming on to be heard and debated this day in the Presence of the Attorneys on both sides on Reading the Complainants Bill with the translate of an Obligation and transfer thereof annexed, the Defendants Answer; with two Accounts Current annexed, the Replication with an Account Current annexed, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant the Interrogatories and Depositions on the part of the Defendant on hearing the Pleadings made use of by the Attorneys and on due Consideration had thereon This Court doth thereupon Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the amount of the obligation sued for with the Interest due thereon deducting thereupon the several Sums paid by the Defendant as inserted in the Account Current annexed to his Answer with the Interest from the Respective dates of such Payments and as the Complainant hath not made it appear that she ever made any Demand on the Defendant before she filed her Bill of Complaint which if she had done this Cause might Probably have been Prevented This Court doth therefore further Order and Decree that the Complainant shall pay all Costs of this Suit

By Court

D.r Velladum Brother and Heir to Arnachellum of Madras Weaver Deceased in Account

with Armogum Son and Heir to Sreringallum Comrapah Deceased

11	By To Cash lent him	200	"	"	"	"	
June	By To dº dº	34	"	"	"	"	
Aug.t	24 To dº dº	6	"	"	"	"	
	26 To dº dº	40	"	"	"	"	
	15 To dº dº	20	"	"	"	"	
1762	18 To dº dº	10	"	"	"	"	
April	16 To dº dº	10	"	"	"	"	
Sept.r	29 To dº dº	6	"	"	"	"	
1761	16 To dº dº	22	13	10	"	"	"
Dec.r	16 To dº dº						
1761	By To Interest on Pagodas 112,35 for 17 " 6 " being the Ballance when the Accounts being Settled and which was not paid to this day at Eight p.r Cent p.r Annum						378,13,10
							197,19,50
		Pagodas					575,33,10

1761	By By 31 Corge of fine Stand kerchiefs contracted and agreed						
June							
Dec.r	29 By 15 pieces of Handerchiefs as p.r Account purchased						
1762							
February	20 By 34 Pieces of dito dº						
1763							
July	16 By 5 Pieces of dito dº						
March	27 By 2 Pieces of dito dº						
	Pces 56 " 30 of which 8 Pcs at 12 ½ Pagodas p.r Piece						127,18
	26 of which 2 " dº at 4 dº dº						104 " " 231,18
	By Cash Received in part						112,35 " 342,13,10
	By Ballance						236,19,50
	By Interest on 112 Pagodas 35 Cavarns for 17 Years 6 Months at the Rate of 8 p.r Cent p.r Annum being the time when the Accounts were settled						197,19,50 340,13,50
		Pagodas					575,33,10

Madras this 12th day of October 1762

Errors Excepted

I Armogum Son and Heir to Sreringallum Comrapah Chitty deceased do Hereby for myself Heirs and Assigns Transfer and make over unto John Darley of Madras Victualler his Heirs and Assigns all my Right and Title to the Sum of three Hundred and forty Pagodas eighteen Fanams and fifty Cash the Ballance of the above Account due from Velladum Brother and Heir to Arnachellum of Madras Weaver deceased with all the Interest that now is or shall become due thereon for his Interest Note of Hand of this Date for the Sum of Two Hundred and fifty Pagodas payable unto Me six Months after the Date hereof, Madras October 12th in the Year of Our Lord one thousand seven Hundred and sixty two

In Witness my Hand

(Signed) Armogum

Witness
Moothu Chitty
his Mark

Witnessed { Vencata Rann Chitty
Moothu Chitty

115

Read and filed
18th January 1763

Replication

of John Parker of Madras Victualer Complainant to the Answer of Villaudum of the same place Weaver Defendant

This Replyant now and at all times hereafter saving and reserving to himself all and all manner of Advantages and Benefits of Exception to the many Errors untruths and uncertainties in the said Answer contained for Replication thereunto saith that the said Answer is very untrue and insufficient to be Replied unto and this Replyant further saith that this Replyant cannot admit the Defendants pleas to evince to this Honble Court that he is not accountable to this Replyant for the Sum alledged in his Bill of Complaint

This Replyant saith it doth not materially concern him whether the defendant is the Elder Brother of the deceased Arnachellum for this Replyant setforth it is Publick and Notorious that the defendant dwell in and Occupy the House of his said deceased Brother Arnachellum and is esteemed and looked upon as Inheritor thereof and pays the Annual Quit Rent for the said Dwelling House and this Replyant setsforth that the Defendant doth inherit and take upon himself the Care and management of the Estate and Effects of the said Deceased Arnachellum and is the sole manager thereof This Replyant therefore humbly conceives his Right just and equitable to call upon and demand of the defendant before this Honble Court the said Sum alledged in his Bill of Complaint

This Replyant further saith that the defendant cannot be ignorant of the transactions as is Recited in the Account Current annexed to this Replyants Bill of Complaint of his late deceased Brother Arnachellum with the late deceased Irvengallum Comrapah the father of Armagam the transferrer to this Replyant which said Account Current this Replyant saith in due time when Required this Replyant will make appear before this Honble Court to be just and not Fictitious as is alledged by the defendant in his Answer to this Replyants Bill of Complaint do also that this Replyant hath paid to the transferrer a valuable Consideration for the transferr thereof

This Replyant prays the attention of this Honble Court to his Subsequent Narrative of the Transactions and Occurrences between the transferrer Armaga Chetty and the said Deceased Arnachellum in order to Illustrate and evince this Honble Court his just demand on the Defendant

This

Obligation to Mr Nicholas Morse Export Warehouse Keeper to Manufacture Eighty whole Pieces of fine Red Hand kerchiefs of one hundred and twenty threads each warp and thirty two roarps wider than muster and of equal fineness and Colour with the said Muster and Breadth according to the Companys each Piece to contain eight Hand kerchiefs for the of five Pagodas each Piece allowing Custom for Rabash and to abate in price in the Sortments, we therefore have agreed and do give this as our agreement to deliver half a Longe for the September Ships and three Longe and a half for the January Ships and in foulure of the delivery therefore agreable to the abovemen and of fineness Colour and Breadth we Oblige our selves jointly and Seperately to be answerable for Principal and Europe Expondentia Drawn by Anomaly

Remark of + Annachellum
Signed Condapa

Read and filed
8th March 1763

The Rejoinder of Villadium of Madras Merchant Defendant to the Replication of John Darley of the same place

This 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 untruths in the said Replication contained for Rejoinder thereunto saith that this Defendants Answer is certain true and sufficient in the Law to be Replyed unto and this Defendant further saith that he denyes that he did occupy the house of his deceased Brother Arnachellum or that he is esteemed and upon as the Heir to any House of his said deceased Brother in order to Corroborate which assertion this Defendant setforth that on the Contrary he did occupy and dwell in an apartment of a house belonging to the estate of his deceased father named comrapah in other apartments of which house this Defendants Nephews and his family dwelt and in another part thereof his Brothers as Heirs to the said House This Defendant denyes to have paid the annual Quit Rent for the said Premises but that his Brother pays the same collecting it from those that are jointly interested therein as will appear upon the Companys note Ready to be produced This defendant denyes that he doth in any shape take upon him the Care and management of the said Estate and Effects of his deceased Brother Arnachellum as to the

Annexed to the Affidavit of Thomas Parsley sworn before me this 21st January 1769 — P. Mackenzie

Arnachellum Deceased the late Brother to the Defendant did or did not enter into an Agreement or Contract with Condrapath to Supply the Honble Company of Merchants trading in the East Indies with a Certain number of Pieces and Sortments of Blue Handkerchiefs the Number of Pieces and prices agreed to by them with Mr Moss to the best of your Knowledge and Believe the same Particularly Declare

5th ..... Do you Know or do you not Know during the Life of Arnachellum whether or whether not the Deceased did or did not Settle the Contract with the Honble Company by their Export Master between the Deceased and Condrapath, or did or did not on that adjustment Account with Trevengalleum Comrapah the late Father deceased to the Transferrer Armaqum Chetty and whether or whether not a Ballance did not thereon arise in favour of the Transferrer and on Account thereof the said Arnachellum deceased did or did not on account of the said Debt pledge his Honses Bill of Sale and Received at that time Pagodas twenty five on account thereof the same to the Best of your Knowledge and Belief Particularly Declare

To Cochanna & Deen 6th ..... Did you or did you not by the Direction and Order of the Transferrer Armaqum Several times demanded in your Masters name of the Defendant Payment of what he stood indebted to him If you declare what sums to the Best of your Knowledge and Belief also the Defendants Respective Answers when you applied to him as you can Remember and Recollect to the best of your Knowledge and Belief Declare

To Ladder Moolas Moodeliar 7th ..... Do you Know or do you not Know whether the Defendant did or did not Declare in your Presence and in the Presence of many other Persons that he stood indebted to the transferrer but as a poor man was not able to pay him Principal and Interest money but the Principal that he the Defendant would Readily discharge agreable to the transferrers Account as soon as he had it in his Power any other matter touching the above affair to the best of your Knowledge and Belief the same Particularly Declare

To all the Witnesses 8 ..... Do you Know or can you say any other matter or thing Material for the Complainant in this Cause If so set forth the same and you Know have been informed or do believe with the Reasons of such your Knowledge and Belief

William Bishop
Attorney for the Complainant

Mayors Court at Madraspatnam

Between John Parsley by Transfer of Armogum Complainant and Villaudum Defendant

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

Mayors Court at Madrapatnam

Between John Parley by transfer of Armogum Complainant and Cellaciumm Defendant

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

Comrapah Chitty of Madras Merchant aged 62 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 6th day of May 1762 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Comrapah who left a Note of the name Title and Place of Abode of the said Comrapah Chitty and afterward on the same Day being sworn and Examined deposeth as follows.

To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant but that he has known the Defendant 15 Years and the transferrer Armogam 30 Years or thereabouts.

To the second Interrogatory this Deponent saith that he does not know any thing relating thereto.

To the third Interrogatory this Deponent saith he knows that Arnachellum deceased late Brother to the Defendant did in his life time together with one Condiapah enter into a Contract with Sreerungallum Comrapah now also deceased late Father to the Transferrer for to furnish them with some superfine Red Handkerchiefs but whether they both the said Arnachellum and Condiapa did sign the Contract Bond made out in consequence of the above said Contract he this Deponent cannot tell

To the fourth Interrogatory this Deponent saith he knows that Arnachellum deceased the late Brother to the Defendant did enter into a Contract with Condiapah to supply the Honble Company of Merchants trading in the East Indies with some Corge of superfine Red Handkerchiefs but what number of Corge he this Deponent cannot tell tho he Recollects that 20 Pieces were to go to every Corge and Eight Handkerchiefs to be contained in each Piece the price also was to be 100 Pagodas p Corge as agreed to by them with Mr Moss

To the fifth Interrogatory this Deponent saith he knows that Arnachellum deceased did during his Life time settle the Contract with the Honble Company by their Export Master between the said deceased and Condiapah and also did on that Adjustment account with Sreerungallum Comrapah likewise deceased late father to the transferrer Armogum and that a Ballance did arrise thereon in favour of the transferrer which Ballance after Arnachellums decease the said transferrers late father did make a demand of from Condiapa Joint Partner with the said deceased Arnachellum on the above said Contract

to

Money that was due from his deceased Brother Arnachellum to him the said Transferree's Father also deceased, Seeing Allum Comrapah and that the Defendant always told them that his other Brothers were gone into the Country but when they should Return he would satisfie him meaning the Transferree concerning the said Debt and more this Deponent saith not

Richard Lathom
Examiner

N. 2d, 4th and 5th Depositions quashed by Order of Court 21st February 1764

J. Hollond
Register

Mayor's Court at Madraspatnam

Between John Parsley by Transfer of Arnogam
Complainant and Villadium Defendant

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

Jadder Mootue Moodelier of Madras Merchant aged 39 Years or thereabouts being produced as a Witness this Cause on the part of the Complainant was on the 6th day of May 1762 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Comcapah who left a Note of the Name Title and place of Abode of the said Jadder Mootue Moodelier and afterwards on the same day being sworn and examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant and the Defendant only by sight 8 Years but that he has known the Transferree Arnogam 20 Years or thereabouts

the 7th To the seventh Interrogatory this Deponent saith the Defendant did never make any such declaration in his Presence but that about two Months since he the said Defendant together with 2 Merchants came into the Transferree Arnogams Godown under the Admiralty at which time the 2 Merchants aforesaid asked the Transferree why he put that poor man into Court meaning the Defendant not knowing a Mortgage Bond from a Bond but only a House Bill of Sale and told him if he would take the Cause out of Court they would satisfy Concerning the said Debt to which the Transferree said the Principal and Interest thereof came to a great deal but if they would pay them first he would withdraw his Suit afterwards upon which the said Merchants made Answer if he would not withdraw his Suit first they would not in any manner Concern themselves about the said Debt and more this Deponent saith not

Richard Lathom
Examiner

N.B. The part of the 7th Interrogatory dotted under quashed by Order of Court 21st February 1764

J. Hollond
Register

To Javar Chitty — Q. Did You or did You not know or were You acquainted with one Arnachellum Conacapa Vencatien Dourdam Mudlia Brother to the Defendant Villoudum deceased If Yea how came you so acquainted and how long were You so acquainted with him? when how long ago, on what Year Month and day did the said Arnachellum depart this Life to the best of your Knowledge? Do You know or do You not Know or are You acquainted who according to the established Rules and Customs of the Defendants Cast, is the Heir or has taken Possession of the Estate of the said deceased Arnachellum or takes upon him the Management of settling the Affairs of the said Deceased? If Yea who by name? or what Relation or Kin is he to the Deceased and how came you so acquainted with this matter Do You Know or are You acquainted with the House the Defendant now Dwells in, If Yea to whom did the said House Originally belong and whose Property is the said House at this Day, does or does not any other Persons dwell in the said House, If Yea who by name and what Relations are they to the said deceased Arnachellum? in whose name is the Bill of Sale of the said House drawn in, and who Pays the quit Rent thereof the Whole and the Your Reasons for such your Knowledge Particularly Declare

Javar Chitty — Q. Do You Know or can You say any other Matter or thing Material for the Defendant in this Cause If Yea set forth the same as you Know or do Believe together with the Reasons for such Your Knowledge and Belief

Ivehdale Palmer
Attorney for the Defendant

Mayors Court at Madraspatnam

Between John Parley Complainant and Villoudum ..... Defendant

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

Javar Chitty of Madras Weaver Aged 50 Years or thereabouts being Produced and Witness in this Cause on the part of the Defendant was on the 8th day of July 1760 Sworn at the Office of Mr William Bishop Attorney for the Complainant by Comacopiah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he is not acquainted with the Complain= -ant but that he has known the Defendant 25 Years or thereabouts

To the second Interrogatory this Deponent saith that he was acquainted with Arnachellum deceased Brother to the Defendant Villoudum by having on the same

according to the Rules and Customs of the Defendants Cast but this Deponent further deposeth that the said Arnachellum died very Poor not leaving any Effects behind him and that the House the Defendant now dwelleth in did originally belong to him the said Defendants father and that the present Proprietors of the said House are Shewramah, and Ramah Krishnah Sons to the Deceased Arnachellum the Defendant Villaidum, and the Defendants two Brothers, Mootiah and Soorayanah who all live in it together; besides one Chinglevay a Weaver and his Wife who Rents a Room from them the one whose name the Bill of Sale for the said house is drawn out in, or who pays the Last Rent thereof, to this Deponent cannot say and more Answereth not to this or to the last Interrogatory

Richard Latham

Examiner

Mayor's Court at Madraspatnam

Between John Farley Complainant and Villaidum Defendant

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

Daundam Mulla of Madras Weaver aged 70 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 8th day of July 1763 sworn at the Office Mr William Bishop Attorney for the Complainant by Comaraspa who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 30 Years or thereabouts

To the Second Interrogatory this Deponent saith that he was acquainted with Arnachellum Deceased Brother to the Defendant Villaidum by living in the same Street with him ever since they were boys and that to the best of his Remembrance the said Arnachellum has been Dead more than 20 Years, also that Sons are first Heirs according to the Rules and Customs of the Defendants Cast, but this Deponent further deposeth that the said Deceased Arnachellum died very Poor and without having any Effects behind him, otherwise that the House the Defendant now lives in did originally belong to Comaraspah the said Defendants father and that the present Proprietors of the said House are Shewramah and Ramah Krishnah Sons to the deceased Arnachellum the Defendant Villaidum and the Defendants two Brothers

Mootiah

Mayor's Court
at
Madraspatnam

Tuesday the 21st day of February
Anno Domini 1758.

L.S

Present
Thomas Pohney Esquire Mayor
Claud Russell ___ John Delamaire
John Whitehill ___ Thomas Pelsall
and George Baker ___ Aldermen

Mayor's Court

Between John Parley of Madraspatnam
Victualler Complainant and Villaudem of
the same place Weaver 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 Complain-
ants Bill with an Account Current and transfer thereof annexed, The Defendants
Answer, The Replication with a translate of a Contract Obligation, The Rejoinder, The
Interrogatories and Depositions on the part of the Complainant, The Interrogatories
and Depositions on the part of the Defendant together with the Exhibits on the part
of the Defendant, on hearing the Pleadings made use of by the Attornies and on due
Consideration had thereon, as the Complainant hath not made it appear that the
Defendant is the Heir of Annachellum deceased and whether if he ever had done he
has not Produced any Proof whatever in Support of his Demand 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.

Court

I Rammanna the Gomasta or agent of Valley Mahumed Cawn Saib do hereby acknowledge that one Cangel Rasa the Renter of the Nony Mongloor Country hath Borrowed and Received of Nellanah Moodeliar the Dubash of Mr Hamilton the Sum of five Hundred Pagodas and paid the said amount unto his Master In consideration whereof my said Master delivered the said Country unto me as a Deposit for the said Sum in order to collect it and pay unto the said Nellanah Moodeliar and now I do hereby bind myself to pay unto the said Nellanah Moodeliar the said Sum of five hundred Pagodas with Interest and Premium of fifty Pagodas thereon at or before the expiration of the eleventh day of October following Dated July the thirty first one thousand seven hundred and sixty three.

Rammanna the Gomasta of Valley Mahumed Cawn Saib signed this with my free Will and Consent.

Endorsed 5 September 1763
Received 250 Pagodas in part
Nellanah

I true Translate as near as can be from the Original Gentoo by Comacapah
Count Interpter

Charles Bromley Attorney for the Complainant

I Nellanah Moodeliar of Madras Inhabetant do hereby transfer and set over unto Robert Edwards of Madras Merchant for the Sum of five Hundred and fifty Pagodas all my Right Title, Interest, Property Claim and demand of and unto one Note of Hand bearing date the thirty first day of July in the Year of our Lord one thousand seven hundred and sixty three given by one Rammanna unto me the said Nellanah Moodeliar for the Payment of the Sum of five Hundred and fifty Pagodas with Interest As Witness my hand and Seal this fifth day of December in the Year of our Lord one thousand seven Hundred and Sixty three

Witness

Read and Filed
28th February 1764

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaineing Sheweth unto this Honorable Court your Orator John Lewen Smith late of Fort Saint George Esquire by his Attorney Edward Russell also of the same place Esquire that whereas Ampaboy Ramtullah of Madras Merchant stands endebted unto your Orator in the sum of two hundred sixty one Pagodas ten fanams and twenty Cash Current of Madras upon a Note of hand bearing date the twenty eighth day of June in the Year of our Lord one thousand seven hundred and sixty two for value received and in a further sum of two hundred sixty two Pagodas ten fanams and twenty Cash upon one other note of hand bearing date the said twenty eighth day of June in the aforesaid Year one thousand seven hundred and sixty two for value Received to the amount of two hundred seventy two Pagodas twenty three fanams and eight Cash as Witness the Hand and Seal of the said Ampaboy Ramtullah to the said two several Notes and which are Ready to be produced to this Honble Court when Required Reference to the same will more fully appear which said two aforementioned Sums after the Rate of eight Shillings for every Pagoda will amount two Hundred nine Pounds eight Shillings and one Penny of Sterling Money of Great Britain and Whereas your Orator hath frequently and in amicable manner demanded Payment of the said Ampaboy Ramtullah by means of his said Attorney But now so it is may it please this Honble Court the said Ampaboy Ramtullah obstinately and Wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator prays a General Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the end therefore that the said Ampaboy Ramtullah may upon his Corporal Oath true and perfect Answer make to all and Singular the matters and things herein before alledged and setforth 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 aforesaid several Sums of two Hundred sixty One Pagodas ten fanams and twenty Cash and two Hundred sixty two Pagodas ten fanams and twenty Cash with all such Interest as now is or shall hereafter grow due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Ampaboy Ramtullah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districk thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed

Read and filed
22d June 1762

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaineth Shewith unto this Honble Court your Orator Edward Jane of Madraspatnam Inhabitant that Vencatah Ramah also of Madraspatnam Merchant stands indebted unto your Orator in the full and just Sum of Four hundred and forty seven Pagodas thirty three fanams and forty eight Cash Current Money of Madras making in Sterling Money of Great Britain accounting every Pagoda eight Shillings, One Hundred & seventy nine Pounds, three Shillings and eleven Pence half Penny or thereabouts as will more fully and at large appear from the Account Current with a transfer of the same, and a translate of an Obligation hereunto annexed for the inspection of this Honble Court and to which your Orator most Humbly Refers praying that the same may be admitted as part of this your Orators Bill of Complaint Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Vencatah Ramah of the said Sum of Four Hundred and forty seven Pagodas thirty three fanams and forty eight Cash Butmans notice nevertheless may please this Honble Court the said Vencatah Ramah Contemptibly and Wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays all proper Relief such as to this Honble Court shall appear Agreable to equity and good Conscience To the End therefore that the said Vencatah Ramah may upon his Corporal Oath a true and perfect Answer make to all and singular the matters and things herein before alledged and setforth as fully truly and Effectually to all intents and Purposes as if the same were here severally repeated and interrogated and he Decreed to pay unto your Orator the aforesaid Sum of four Hundred and forty seven Pagodas thirty three fanams and forty eight Cash with all interest due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Vencatah Ramah to be Summoned and Required by the Sheriff of Fort St 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 Honorable Court shall seem Meet

William Maxwell
Attorney for the Complainant

Dr Vencatah Ramah in Account Current with Cundapah Cr

1758				1758			
Jan.y	17	To Cash lent as p Obligation of this Date	200 " "	June.	30	By Cash received in part of the said Obligation	200 " "
		To Interest on Ditto to the 22 June 1762 being				Interest on ditto 15 Mo 22 D. 1762 " Rs. 200 at 7½ p Cent per annum	59 " 21
		1 Y. 5 M. 5 D. @ 7½ p Cent	265 " 30	August.	9	By Cash Received in part	100 " "
			1065 " 30 "			Interest on Ditto 2 " 10 " 13 at 7½ p Cent	29 " 60
					30	By Cash Received in part	50 " "
						Interest on D.o 30 M.o 9 D.s 22 at 7½ p Cent	18 " 10 " 10
				Septemb.	9	By Cash Received in part	50 " "
				1759		Interest on D.o 20 M.o 9 D.s 13 D.s at 7½ p Cent	18 " 7 " 10
				August.	30	By Cash Received in part	50 " "
				1761		Interest on D.o 20 M.o 9 D.s 22 D.s at 7½ p Cent	10 " 19 " 10
				July.	30	By Cash Received in part	50 " "
				1762		Interest on D.o 10 M.o 22 D.s at 7½ p Cent	2 " 36
				Jan.y	1	By Cash Received in part	2 " "
						Interest on D.o 3 M.o 20 D.s at 7½ p Cent	" 2 " 16
				April	5	By Cash Received in part	6 " "
						Interest on D.o 2 M.o 17 D.s @ 7½ p Cent	" 3 " 10
						By Ballance	617 " 32 " 32
							447 " 33 " 48
		Pagodas	1065 " 30 "			Pagodas	1065 " 30 "

Fort Saint George 22 June 1762 Errors Excepted

Madras the 22 June 1762

I Cundapah do hereby Transfer and make Over to Edward Jane for a Valuable Consideration now Received of him all my Right, Title to the Sum of Four Hundred and forty seven Pagodas thirty three fanams, and forty eight Cash due to Me from Vencatah Ramah Merchant as the Ballance of the above Account Current As Witness my hand

Witnesses { Rangapah / Swamy

(Signed) Cundapah

18

hereunto annexed to which this Defendant most humbly Refers and this Defendant further setforth that he payed on account of the said Obligation before the Execution of the said Letter of Licence the Sum of four Hundred and fifty Pagodas so that there only Remained the Sum of three Hundred and fifty Pagodas due for Principal Money at the execution thereof and this Defendant further setforth that by the said Letter of Licence the first Payment of twenty five p Cent as aforesaid was not to commence till two Years after the date thereof so that no part is due to the Complainant untill the first of April one thousand seven hundred and sixty three the said Letter of Licence being dated the first day of April one thousand seven hundred and sixty But this Defendant further setforth that notwithstanding the said time given to this Defendant for the Payment of the said debt this Defendant having Received some Money did not avail himself of the said Licence but paid the Complainants transferrer the Sum of thirty eight Pagodas as appears by his own account so that the Sume that is to be paid to the Complainant according to the Tenor of the said Letter of Licence is only the Sum of three hundred and twelve Pagodas as will more full appear upon Reference to the annexed Account And this Defendant further setforth that the said Letter of Licence is signed by most of this Defendants Creditors and although not signed by the said Londapulla the transferrer yet this Defendant has undoubted Proof that the said Londapullah gave his Consent thereto from his Knowledge of which he thought there was no occasion for his signing the same But this Defendant prays it may be observed that he does not admit of the validity of the transfer writing made to the Complainant which only Recites that the Present demand was transfered to him for a valuable consideration without mentioning what was such valuable Consideration which if he is deficient in the Proof of this Defendant presumes he is not authorized by the said transfer to sue this Defendant and that the said Transfer is not such as the Law directs in such Cases all which matters and things this Defendant is Ready to averr maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained

Archdale Palmer

Attorney for the Defendant

Dr. Condapulla the Brother of Sevvram Pullah in Acct with Venca Rama Cr

To Cash at different times as p his Receipts	38 " "	1760 April 1. By Ballance of this Account from Obligation of 800 Pagodas to Sevvram Pullah bearing date the 6th January 1758 as p Letter of Licence	Pagodas 350 " "
To Ballance	312 " "		
	Pagodas 350 " "		

Fort Saint George the 3d September 1762.

Errors Excepted

Jno Call

Mauiry Chitty and Namacarra Cundapah Chitty and the Defendants Brother the said John Smith Esquire was pleased to indulge the Defendant upon his promiseing to pay at that time the Sum of One Hundred Pagodas and the Remainder of the said Transferrer Cundapahs Demand in four Months time and that he the Defendant did sign to this agreement before the said John Smith Esquire were its Stipulated that the said Defendant shall discharge the said Transferrers debt on or before the Month of January next as will more fully and at large appear by a translate of the said agreement hereunto annexed marked Letter B for the inspection of this Honble Court and to which this Replyant most humbly Refers therefore it is evident that the said Transferrer Cundapah did never Acquiese thereto for had he consented to the said Letter of Licence he certainly would have signed with the Rest of the Creditors which he has not done wch as the said Defendant has only paid the Sum of eighty Eight Pagodas since that time instead of one Hundred Pagodas, which shuffling must have greatly irritated the transferrer Cundapah so that the Defendant not performing his agreement does plainly shew the Reason that the transferrer Cundapah had for his not signing to the Letter of Licence and it cannot be supposed that after such ill usage that the said Cundapah the transferrer would agree to sign to the said Letter of Licence ——

Notwithstanding Regard to what the Defendant says that he does not admit of the Validity of the transferrers Writeing made to the Complainant which only Relates that the Present demand was transferred to him for a Valuable Consideration without mentioning what was such valuable Consideration which if he is desirous in the Proof of this Defendant and Presumes he is not authorized by the said Transferrer to sue this Defendant and that the said Transfer is not such as the Law directs in such Cases ——

With Regard to the Validity of this Replyants demand This Replyants prays leave to acquaint this Honble Court that on the twentyeth day of May which was in the year of Our Lord one thousand seven Hundred and sixty two this Replyant did pay unto the transferrer Cundapah the Sum of three Hundred and five Pagodas as will more fully and at large appear by a Copy of a Receipt Giveng unto this Replyant by the said Transferrer Cundapah hereunto annexed marked Letter C for the inspection of this Honble Court the Original of which is Ready to be Produced unto this Honble Court when Required to which this Replyant most humbly Refers, All which matters and things this Replyant is

Ready

A Copy of a Receipt Letter C

Fort St George 20th May 1762

Received of Mr Edward Saree the Sum of three Hundred and four Pagodas Current Money of Madras being for a Bond or Obligation due from one Venceatah Pemma Chetty Thiruvangadah Brother to Candapah which said Bond or Obligation I have sold as above mentioned for the aforesaid Sum of three hundred and four Pagodas In Witness whereof I have hereunto set my Hand in Fort St George this 20th day of May 1762

Signed Candapah

Witness
Moodd Thathanna Sigd

Read and filed
23d November 1762

The Reprender of Venceata Pamma of Madras Merchant To the Replication of Edward Saree of the same place Merchant

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit and advantage of exception to the many Errors Insufficiencies in the said Replication contained for Reprender Answereth and saith that this Defendants Answer is certain true and sufficient for the Same to be Replyed unto And this Defendant further saith that he still insists that the Replyant did Consent to accept of the Payment of his Demand upon him exclusive of any Interest as setforth in his said Answer and as will Appear upon Reference to the Letter of Licence Granted to this Defendant by his Creditors in which the Sum due to the Replyant is Rested without the Addition of any Interest, to which the Transferror Candapa did give his Ready Assent Although he did not affix his Signature thereto which the Replyant is pleased so Erroneously to deny, and this Defendant doubts not but this Honble Court upon Proof being produced of Such the said Candapahs Assent to the said Letter of Licence will be of Opinion that the Replyant is obliged to Conform himself to the tenour thereof, This Defendant denies that the said Candapahs Circumstances are in bad Condition as setforth by him or that he is oppressed with a large Family for by the decease of the said

Candapah

defendant in this Cause or Either and which of them? If yea how long have you so known them or either and which of them declare

To the same ..... Do ..... Do you Know or are acquainted with the defendants Circumstances, if yea what are they Reputed to be in your opinion and Knowledge and in what Condition are they Reputed to be in by others?

Do you Know or not of any Meeting being held of the defendants Creditors concerning the defendants Affairs, If yea how come you by such Knowledge? when was such meeting held? who was present at such meeting? and what Passed there and What Resolution did the said Creditors come to concerning the said Defendant and his Circumstances? Do you Know of any Writing or Letter of Licence given to the defendant If yea who gave such writing to him and what was the Contents thereof? Did or did not any Conversation pass with you and one Curdapah Creditor of the defendant concerning the defendant and such Letter of Licence, if yea what was the matter of such Conversation? Do you Know what the defendant stood indebted to the said Curdapah at the time of the beforementioned meeting of the Creditors If yea tell in what Sum? The whole with your Reasons declare

To the same ..... Last ..... Do You Know or can you say any other matter or thing material for the defendant in this Cause If yea set forth the same as you know or do believe together with the Reasons for such your Knowledge and Belief

Archdale Palmer
Attorney for the defendant

Mayors Court at Madraspatnam

Between Edward Jane Complainant
And Venceta Ramah Defendant

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

Virgeer Nopatty Vauch of Madras Dubash Aged 50 Years or thereabouts being Produced as a Witness in this Cause on the part of the defendant was on the 16th day of March 1762 shown at the Office of Mr William Cranville Attorney for the Complainant by Comaccapah who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

To the 1st ..... To the first Interrogatory this Deponent saith that he hath known the Complainant 1 Year and the defendant 15 Years or thereabouts

Pr

Mayors Court at Madraspatnam

Between Edward Saxe Complainant
And Vencata Ramah Defendant

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

Mundal Veragoo Naick of Madras Dubash aged 60 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 16th day of March 1763 shewn at the Office of Mr. William Cranwell Attorney for the Complainant by Conacapa who left a Note of the Name Title and place of abode of the said Mundal Veragoo Naick and afterwards on the same day being sworn and examined deposeth as follows.

To the first Interrogatory this Deponent saith he has known the Complainant 1 Year and the Defendant 20 Years.

To the second Interrogatory this Deponent saith that the Defendant is very Poor having lost all he had whilst the French were before Madras and is now indebted, this Deponent further saith that he knows of a Meeting being held by the Defendants at Veragu Nepa Naicks house about one year ago which was done by the desire of the Defendant where were Present about Six of the Creditors, as also this Deponent, Veragu Nepa Naick and Rama Chundra Naick, and about 20 or 30 People, Concerning the Dubashes &c. when all the Creditors demd and urged the said Defendant to pay them their respective Debts, the Defendant on Reply to their Clamours told them, that at that time his Circumstances were so bad he could not pay any thing but that if they would wait 2 Years without troubling him for either the Interest or Principal of their money at the expiration of that time he would pay them whatever Money he should get at the Rate of 30, 10 and 6 Pagodas P Cent yearly till the whole of their Principal was paid off, to which proposals all the Creditors agreed to accept of except Cundapah who objected against it upon which this Deponent and Veragu Nepa Naick asked him how he could be so hard upon a Poor man that had lost all that he was worth, and desired him Cundapah, to agree to what the other Creditors had done which this Deponent further saith he thought he seemed to assent to as he went with the other Creditors who then broke up as it was about 12 o'Clock at Night without signing any Letter of Licence at that time but this Deponent saith 2 or 3 days afterwards he was told by the Defendant that a Writing of Licence had been since signed by the Creditors agreable to the above proposals and Given to him except by Cundapah who would not put his hand

the rest he does not Remember; and that he this Deponent Veriegee Nepa Naick Mundal Veragoo Naick, Pandee Chitty Nuro misrepresent and some other People whom he does not Know, where the Defendant & Represented to Veriegee Nepa Naick that those his Creditors came and troubled him for money and that he had none to pay them having been Plundered of every thing by the French upon which Veriegee Nepa Naick desired the Creditors to consider that the said Deponent was Reduced by unavoidable Losses and was not now able to acquit himself of his several debts to each of them, and told them the Defendant said if they would not trouble him for either Principal or Interrest for 2 Years, at the end of that time he would pay them off the Principal without Interrest in 4 Years upon which all the Creditors said that they were very Poor and that if they could have something paid them in hand it would be better but however they would consider it, upon which this deponent saith they broke up without giving or signing any Writeing, and that the next day all y^e^ Creditors met at Veriegee Nepa= Naick house and said that they Agreed to what had been proposed on the part of the Defendant the day before and that Cundapah also said he assented to what the other Creditors did but this Deponent saith there was then no writeing signed on either side this Deponent further saith that he has had no Conversation since with Cundapah concerning the defendants affairs at the time of the meeting the defendant was indebted to Cundapah 350 Pagodas as this Deponent heard, but not that he himself knew as there was no Bills Produced

To the third and last Interrogatory this Deponent saith that Veriegee Nepa Naick told the Defendants Creditors in their second meeting that it was necessary a writeing should be drawn up for the defendant containing his proposals which they were to sign and that all the Creditors desired Veriegee Nepa Naick to draw out such a Writeing and send it to them and they would sign it and this Deponent moreover saith that Cundapah at that time said he would do as the Rest of the Creditors did after which Veriegee Nepa Naick drew out the said Writeing for the defendant which writeing or Letter of Licence the Defendant shewed to this Deponent signed by one of his Creditors for 3 days afterwards but not by Cundapah and at the same time the defendant desired this Deponent to write so that Cundapah at the time of their meeting had agreed to do as the Rest of the Creditors did, if ever the said Cundapa should bring him the defendant into any trouble about it

Richard Lathom

Examiner

Read and Filed
21st February 1764

To the Honble the Mayors Court at
Madraspatnam

Humbly Complaineng sheweth unto this Honble
Court your Orator Arthur Lysaght captain in his Majestys ninety sixth Regimt
by his Attorney James Phillips Lieutenant in His Majestys ninety sixth
Regiment that Whereas Nellamutto Chitty of Madras Merchant standeth indebted
to your Orator in the Sum of Four Hundred Pagodas making in Sterling Money
of Great Britain at the Rate of Eight Shillings for every Pagoda one Hundred
and sixty Pounds as will more fully appear upon a Bond Ready to be produced
and whereas your Orator hath frequently and in an amicable manner demanded
payment But now so it is may it please this Honble Court the said Nellamutto
Chitty obstenately and Wilfully Refuses your Orator any manner of Satisfaction
touching the Premises your orator therefore prays all General Relief such as to this
Honble Court shall appear agreeable to equity and good Conscience To the end
therefore that the said Nellamutto 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 truly fully and Effectually to all intents and purposes as
if the same was herr again Repeated and Interrogated and be Decreed to pay unto
your Orator the said Sum of Four Hundred 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 Honble Court to cause the said
Nella Mootu Chitty to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madraspatnam and district 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

Arendale Palmer
Attorney for the Complainant

Red and Filed
13th March 1762

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Francis Harvey of Madras Writer that Mallay Colunden Nainapen and Ramah also of the same place Merchants stands indebted unto your Orator in the full and just Sum of One Hundred and thirty Pagodas Current Money of Madras which in Sterling Money of Great Britain accounting every Pagoda eight Shillings the Sum of fifty two Pounds or thereabouts as will more fully and at large appear upon Reference to an Account Current and Invoice hereof hereunto 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 now so it is May it please this Honble Court that this your Orator hath often and in an amicable manner Requested payment of the aforesaid Sum of One Hundred and thirty Pagodas from them the said Mallay Colunden, Ninapen, and Ramah yet they the said Mallay Colunden, Ninapen and Ramah obstinately and Wilfully 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 Mallay Colunden, Ninapen, and Ramah may upon their Corporal Oaths a true and perfect Answer make to all and Singular the matters and things herein before alledged and setforth 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 aforesaid Sum of One Hundred and thirty Pagodas with all Interest due thereon also all Costs of this Suit May it please this Honble Court to cause the said Mallay Colunden, Ninapen and Ramah 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

Madras 27th Febuary 1762

I Moodu Grammanien of Madras Merchant do hereby for me my Heirs Executors Administrators and Assigns transfer and make over unto Francis Blaney his Heirs Executors Administrators and Assigns all my Right and Title to the Ballance of the above Account Current due to me from Mallary Colundon, Vinapien and Ramah upon an Obligation bearing date the twenty Ninth day of May one thousand seven Hundred and sixty one with all the Interest due thereon that now is or hereafter may become due thereon for his Interest Note of Hand for the Sum of one hundred and twenty one Pagodas payable to me or order two Months from the date hereof

Witnesses
Ninapah
Araya Moodu Grammanien

Moodu Grammanien

Read and Filed
10th May 1762

The Answer of Mallary Colundon, Vinapien and Ramah of Madras Merchants Defend=ants, to the Bill of Complainant of Francis Blaney of the same place Writer Complainant

These defendants now and at all times hereafter saving and Reserving to themselves all and all manner of Benefit and advantage to exception to the many Errors untruths and imperfections in the said Bill Contained for Answer thereunto or unto so much thereof as these defendants are advised doth materially concern them to make Answer unto they these defendants say they are not indebted unto the Complainant in any sum or sums of money whatever on account of the transferer Moodu Grammanien or any other Account whatever as will more fully and at large appear by the Account Current hereunto annexed for the inspection of this Honble Court which Account Current ascertains what due and just Settlement was stated and Ballanced by these defendants and the transferer and in due time these defendants will prove the

Dr. ——— Moodie Grammanion to Mallay Colundon ——— Cr.
——— Ninapen and Ramnah ———

1762 March 21 Sundry Accounts Viz.t

To Cash paid ..... 69 " "
To an Assignment of a Debt on Tellawinga to discharge the said Moodie Grammanion who accepted to Receive the same from the said Tellawinga ..... 155 " "

Pagodas 225 " "

1761 May 29. By Cash as by Obligation on the name of Moodie Grammanion the Son of 1762 March 25 Londaever aya ..... 200 " "
By Interest which allowed for ten Months on the said Sum of 200 Pagodas at the Rate of 15 Pagodas per Cent per Annum ..... 25 " "

Pagodas 225 " "

Fort Saint George May 6th 1763

Errors Excepted

William Radow
Attorney for the Defendants

1763

to get the said Sum of two hundred Pagodas, from some other person which they said would be of Singular Service to them upon which Request of the Defendants the said Constituent did promise the Defendants that he would send to the transferrer his Brother in Law at Pullicat who also was named Moodie Grasmanner and beg the favour of him to lend the defendants the said Sum of two Hundred Pagodas and according by the said Constituent did send to the transferrer at pullicat, who desired the Defend=ants to come to him there and he would lend the defendants the said Sum of two Hundred Pagodas and when the Defendants Received the said Sum of Two hundred Pagodas from the Transferrer they did then sign the Obligation now sued for by this Replyant payable in six months time with Interest at the Rate of fifteen p Cent p Annum in the name of the transferrer which Obligation the defendants granted to the Transferrer at Pullicat notwithstanding the Defendants are pleased to set forth in their Answer they only enmagined it was the transferrers Constituent that lent them the Money This Replyant prays leave to say that he Cannot admit of that part of the Defendants Answer to be true, This Replyant admits that after the limited time for the Payment of the said Obligation that the transferrers Constituent demanded of them the Payment of the said Obligation as also the Interest due thereon and this Replyant admits that in the month of March in the year of our Lord one thousand seven hundred and sixty two the transferrers Constituent did Receive the Sum of Seventy Pagodas one of which being a Pagoda was returned back to the Defendants This Replyant further saith that when the Defendants brought the sum of Seventy Pagodas to the transferrers Constituent that the Transferrer was then at Pullicatt and did never give his Consent to the receiving of it but persisted that the Defendants should discharge the said Obligation This Replyant denies that ever the transferrer received an assignment from one Villasinga as also that the transferrer or his Constituent ever accepted of any Assignment and this Replyant does not admit that the transferrers Constituent ever engaged himself for the delivery of the said Obligation or that the Transferrers Constituent ever promised to send to Pullicat for the same nor to have ever promised the said Obligation to one Hannah or that the transferrers Constituent ever said any such thing before any Person or Persons whatsoever at any time or times and this Replyant admits that they the defendants earnestly Requested of the Transferrers Constituent to accept of an Assignment from one Villasinga who was indebted

and Reserving to themselves all and all manner of Benefit of exception to the many errors uncertainties and untruths in the said Replication contained for Rejoinder thereunto say that these defendants answer and the account Current annexed thereunto is certain true and Sufficient in the Law to be Replyed unto

And these defendants further say that the several matters and things set forth in the said Replication are in many Respects erroneous untrue and imperfect which these defendants will produce sufficient Proof of

And these defendants say as in and by their said Answer they have already said and do and will aver all and every Matter and thing therein Contained to be true as the same are therein alledged and Expressed

William Bishop
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 wherein Francis Maney is Complainant and Mallay Colundeen, Nenapien and Ramah are defendants

To all the Witnesses

1st ..... Do you Know the parties Complainant and defendants in this Cause if Yea how long have you so Known them or either and which of them declare .....

Pondava Moorte
Vencatashun
and
Yeagapah

2d ..... Do You Know or do you not Know if ever any Persons or Person ever Received any sum or Sums of Money from the defendants in part of Payment of an Obligation if yea what Person or Persons were they that Received it what sum or sums of Money were they that they Received and on whose and on what account, what year what moth and on what day were the same paid Do you Know or do you not Know if ever an Assignment was ever drawn by the defendants upon any Person or Persons and Given unto any Persons for the Ballance of the said Obligation if yea to what Person or Persons were it given unto and in what manner was it drawn out and in what language and by whom was it drawn and by what Person or Persons was it attested the same to the best of your Knowledge and belief particularly Declare

Complainant but that he has known the Defendants each of them 20 Years or thereabouts.

2d ..... To the second Interrogatory this Deponent saith he is acquainted with one Mootoo Grammanien having received the sum of seventy Pagodas from the Defendants in part payment of an Obligation of two hundred Pagodas (200) which the said Defendants were indebted to him about one (1) Year since but cannot tell whether any Assignment was drawn up and Given by them to any Person for the Ballance of the said Obligation and more this Deponent saith not to this Interrogatory as ——

3d ..... To the third Interrogatory this Deponent saith, he does know that Mootoo Grammanny did demand Payment from the Defendants for the Ballance of the said Obligation to which demand the Defendants Reply'ed Tillasinga has spoken to you about it Mootoo Grammanny said very well that does not signify if any of you will pay me the Ballance of the Obligation in eight days I will deliver it up otherwise I shall not and more this Deponent saith not

Richard Lathom
Examiner

Mayor's Court at Madraspatnam

Between Francis Massey Complainant and Mallay Colundeen, Niniagan and Ramah Defendants ——

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

Venkatashen of Madras Soddy Merchant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of September 1763 Sworn at the Office of Mr William Bishop Attorney for the Defendants by Canacapa who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant each of them 20 Years or thereabouts ——

2d ..... To the Second Interrogatory this Deponent saith he is acquainted with one Mootoo Grammaney having Received the Sum of seventy (70) Pagodas from the Defendants in part payment of an Obligation of two hundred (200) Pagodas which the said Defendants were indebted to him about one (1) Year

to you about it, Modo Grammany said very well that does not signify, if any of you will pay me the Ballance of the Obligation in eight days I will deliver it up otherwise I shall not and more this Deponent saith not to this Interrogatory

Ans 5 To the fifth Interrogatory this Deponent saith that out of the Seventy Pagodas which the Defendants paid to Modu Grammany one of them was a bad one but whether it was exchanged or not he cannot tell and more this Deponent saith Not

Remarks of Mr Jagapah

Richard Latham
Examiner

Mayor's Court at Madraspatnam

Between Frances Stamey Complainant and Mallay Colundan, Vinapan and Ramah Defendants

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

Vinapah of Madras Soddy Merchant aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of September 1763 sworn at the Office of Mr William Bishop Attorney for the Defendants by Canacopah who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

Ans 1 To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendants each of them 25 Years or thereabouts

Ans 4 To the fourth Interrogatory this Deponent saith he was present when Modu Grammany did make a Demand for the Ballance of the Obligation now sued for from Mallay Colundan on Sepheant at his Street Door in the Month of December at which time Mallay Colundan promised to Satisfy him on the said Demand in the month of January 1763 following and more this Deponent saith not to this or to the last Interrogatory

Richard Latham
Examiner

To Tellasinga ..... 2d ..... Did you or did you not Purchase a piece of Garden ground of the Defendants? if yea what sum did you give the Defendants for the said Garden ground? and at what time as near as you Can Recollect did you make such purchase of the Defendants? and did or did not the Defendants then Request of you to pay out of the amount of your said Purchase of the Defendants said Garden ground unto the Transferrer the Sum of one Hundred and fifty six Pagodas to discharge the Remainder due on the Defendants Bond to the transferrer? the whole you Know touching this Affair to the best of your Knowledge and Belief particularly Declare?

To Venkadacha and Sundarpa ..... 3d ..... Did or did you not in Company with Tellasinga go to the House of the Transferrer, if yea did or did not Tellasinga in your presence then engage and promise to pay the Remainder due from the Defendants by their Obligation to the Transferrer? if yea what Sum did the said Tellasinga engage to pay unto the transferrer and did or did not the transferrer accept in your presence and hearing of the said Tellasinga his Engagement and did or did not the Transferrer declare he would discharge the Defendants of their said Bond the whole you Know touching this matter to the best of your Know=ledge and Belief Declare.

To Ninapah Nellum Mohe Chitty Cundu Chitty & Nillapa Moodeliar ..... 4th ..... Do you Know or do you not Know whether or whether not Tellasinga did or did not Publickly declare and particularly in your Presence and hearing that he had purchased a piece of Garden Ground of the Defendants and did the said Tellasinga or did he not then declare in your presence and hearing that he had out of the amount of his said Purchase paid the Sum of One Hundred and fifty six Pagodas unto the transferrer to discharge the Remainder of the Bond or Obligation due to the Transferrer the whole you Know touching this Affair to the best of your Knowledge and Belief Declare

To all the Witnesses ..... 5th ..... Do you Know or Can you say any other matter or thing Material for the Defendant in this Cause if so set forth the same as you Know have been informed or do Belief with the Reason of such your Knowledge and Belief

William Bushan
Attorney for the Defendants

before the Examiner in this Court as followeth

Doncastheen of Madras Soddy Merchant aged 30 Years or thereabouts being pro-
duced as a Witness in this Cause on the part of the Defendants was on the 5th day of October
1763 sworn at the Office of Mr William Cranwell Attorney for the Complainant by Jonacapah
who left a Note of the Name Title and place of Abode of the said Deponent and after-
wards on the same day being sworn and Examined deposeth as followeth

R ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complain-
ant but that he has known the Defendants 20 Years and the transferrer 20 Years
or thereabouts

D ..... To the third Interrogatory this Deponent saith he was at the transferrers House when
Pillaiya came in there but did not then hear him engage and promise to pay
the Remainder due from the Defendants by their Obligation to the transferrer
but deposeth that the transferrer did at that time declare if any Body would
pay off the Ballance in eight Days he would deliver up the Bond and more
this Deponent saith not to this or to the last Interrogatory.

Richard Sathorn

Examiner

Mayor's Court at
Madraspatnam

Between Frances Blaney Complainant
by transfer of Moorlu Gramanney, and Mallay
Cheenden, Nenapen, and Ramah Defendants

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

Candapah of Madras Soddy Merchant Aged 25 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendants was on the
5th day of October 1763 sworn at the Office of Mr William Cranwell Attorney for
the Defendants Complainant by Jonacapa who left a Note of the Name Title
and place of Abode of the said Deponent and afterwards on the same day being
sworn and Examined deposeth as followeth

R ..... To the first Interrogatory this Deponent saith he is not acquainted with the Com-
plainant but that he has known the Defendants 16 Years and the Trans-
ferrer 5 Years or thereabouts

D ..... To the third Interrogatory this Deponent saith he was at the Trans-
ferrers house when Pillaiya and the Defendants came in, but did not then
hear the transferrer engage or promise to pay the Remainder due from the
Defendants by their Obligation to the transferrer, tho deposeth that on his

Coming

the Examiner in this Court as Follows

Nellum Moatu Chitty of Chepauk Merchant aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendants was on the 5th day of October 1769 shewn at the Office of Mr. William Cranwell Attorney for the Complainant by Conacapa who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with either the Complainant or Transferrer but that he has known the Defendants 6 Years or thereabouts.

4th ..... To the fourth Interrogatory this Deponent saith that Tellaconga did Publickly declare in his presence and hearing that he had purchased a Piece of Garden Ground from the Defendants and had promised to pay out of the amount of his said Purchase the Sum of One hundred and fifty six (156) Pagodas unto the Transferrer to discharge the Remainder of the Obligation or Bond due to him and more this Deponent saith not to this or to the Last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madraspatnam

Between Frances Massey Complainant by Transfer of Mulu Grannaney and Mallay Colander Nenapen and Canah Defendants

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

Candee Chittee of Triplicane Painter Aged 55 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 5th day of October 1769 shewn at the Office of Mr. William Cranwell Attorney for the Complainant by Conacapa who left a Note of the Name Title and and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as Follows viz.

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with either the Complainant or the Transferrer but that he has known the Defendants

Mayor's Court at Madraspatnam

Tuesday the 20 Day of March Anno Domini 1764

L.S.

Present

Thomas Pomney Esquire Mayor
John Debonaire — John Whitehill
Thomas Kelsall — & George Baker
Aldermen

Between Francis Maney of Madraspatnam Writer Complainant and Mallay Colunden, Nenapen and Ramah also of the same place Merchants Defendants

Mayors Court

This Cause coming on to be heard and debated this Day in the Presence of the Complainant and of the Attornies on both sides on Reading the Complainants Bill with an Account Current and Transfer thereof annexed, The Defendants Answer with an Account Current annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendants, together with an Exhibit on the part of the Complainant, on hearing the Pleadings made use of by the Attornies, and on due Consideration had thereon, The Court being of Opinion, that the Complainant hath produced sufficient Proof of the justness of his Demand, and the Defendants, not having made it appear, that the Transferror Moodu Gramony, did ever accept of any Assignment in Consideration thereof, 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 Sum of One hundred and thirty Pagodas / Pagodas 130 — / together with such Interest as now is or shall hereafter become due thereon at the Rate of Eight p Cent p Annum until full Payment is made also all Costs of this Suit

Ut Over

this Suit

May it please this Honble Court to cause the said Seyalah Reddy to be Summoned and Required by the Sheriff of Fort Saint George & Town of Madras patrimony and the Districts of or belonging to the same Personally to be and appear in this honorable Court at a certain day and place to be by this Honble Court thereunto prefixed and appointed and then and there to Answer all and singular the Premises and further to stand to and abide such Order and Decree as to this Honorable Court shall seem Meet

Charles Bromley
Solicitor for the Complainant

Madras 1st March 1763.

I Pallayar Covil Cundapah Moodeliar of Madras Merchant do hereby for me my Heirs Executors Administrators and Assigns transfer and make Over to Andrew Peter of Madras Writer his Heirs Executors Administrators and Assigns all my Right and Title to the Sum of One hundred and Nine Pagodas and Nine Fanams due to me from Seyallah Reddy upon an Obligation Payable on demand bearing date the 1st November 1757 with all the Interest that now is or hereafter may be due thereon for his Interest Note of hand for one hundred Pagodas payable to me or Order four Months from the date hereof

Madras November 1st 1757

I Seallah Reddy do hereby acknowledge to have Borrowed and Received from Pallayar Covil Cundapah Moodeliar the full and just Sum of one Hundred and Nine Pagodas and nine fanams Current Money of Madras payable on demand with Interest at the Rate of 12 Pagodas p Cent p Annum

Witness
Coopayan
Seyalahcam

(Signed) Seyalah Reddy

A true translate from the Original Malabar by
Comcopy Sworn Interpreter Chas Bromley
Attorny for the Compl.t

demand or give him an Interest Note of hound for the same This Defendant not able to Repell the Compulsive Measures made use of by the Transferrer and being depriv'd a Whole day of any Sustenance whatever was forcibly obliged Contrary to his Will to Comply with the Transferrers terms and agreed to give an Interest Note for his pretended Ballance of one hundred and Nine Pagodas and Nine fanams upon Condition that the transferrer would first give him a Counter Bond of Indemnity to be Answer-able to the Difference that might arise or appear in this Defendants Accounts accordingly this Defendant having Received of the transferrer the said Bond this Defendant signed his Interest Note of hound for the said Sum of One hundred and Nine Pagodas and Nine fanams payable on demand and Witnessed by two Persons who in due time will prove before this Honorable Court that this Defendant did not Receive of the transferrer any Money at the time he was Compelled to give his Interest Note unto the transferrer

This Defendant saith that he humbly presumes this Honble Court on Reference to the Translate of the transferrers Bond of Indemnification to this Defendant hereunto annexed for their Inspection the unjust demand of the Complainant will therein and thereby most plainly Appear

This Defendant lastly saith that the Complainant never made any Demand of this Defendant in an amicable manner or any other ways before he prefer'd his Bill of Complaint in this Honorable Court

All which matters and things this Defendant is Ready to Aver Maintain and Prove as this Honble Court shall direct & humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully Sustained &c.

William Bishop
Attorney for the Defendant

April 1st 1756 To Ballance			130 " 29 " 60
1 Cap			" 17 " —
Interrest for 12 Months			12 " " —
			113 " 3 " 60
August 18th 1756 By 100 Morralls of Paddy Received	Pag	10 "	
September 8th " By 8 dº		1 " 60	
			11 " " 60
The Eleven fanams 60 Cash being deducted from the above said Sum there Remains			102 " 3 " —

The said Sum of 102 Pagodas 3 fanams being brought over from the Month of April to the 30th " of October being seven Months Principal and Interest at 12 ℔ Cent amounted to 109 Pagodas 9 fanams for which Sum you gave an Obligation at the 1st " November 1757, If there be any Difference to this Account I shall be Answerable to you even to a Cash —

(Signed) Comorah Saumy

4th " February 1755 —

I Sheyalah Reddy gave an Obligation for 700 Pagodas 30th October 1757 for which I have settled with you an Account and taken an Obligation from you if there Arrises any Difference in the Cash and Interrest, I will be accountable to you —

(Signed) Comorah Saumy

Said to be a true Translate as near as can be taken from the Mallabar Language by Sanacapah Sworn Interpreter

William Bishop
Attorney for the Defendant

after a considerable time had elapsed made application to the Defendant for payment, which he evaded but at the same time told him he was perfectly satisfy with Account Current and that the Ballance thereof was justly due as is state in the Bill and a Reference to the Account Current hereunto annexed will appear, And this Replyant further saith that the transferrer some time in the Month of January or February last sent a Person for Payment to the Defendant, who was told by the Defendant he would engage to pay the transferrer twenty Pagodas pr Annum till the whole was discharged or in any other manner that the transferrer thought proper and at the same time confessed to the Person so sent the justness of the transferrers Debt

And this Replyant lastly says that the Account Current annexed to the Defendants Answer is not the Copy of the Account made up between them for at the time the Account was so settled three Accounts were made and given to the Defendant and Signed by the Transferrer

All which Matters and things this Replyant is and will be Ready to aver and prove as this Honorable Court shall award and humbly Prays as in and by his said Bill he hath already Prayed &c

Charles Bromley
Attorney for the Complainant

Dr ——— Seayalah Reddy ——— Cr

1755 d			1755 d		
Febr 1	To Cash lent him on a Obligation	700 " "	April 3	By Cash	100 " "
1756 d			May 30	By Ditto	120 " "
March 30	To Interest on ditto for 2 Y 1 M 27 D @ 12 P Cent P Annum	181 " 12 " 70	June 30	By Ditto	200 " "
			Octob 15	By Ditto	150 " "
			16	By Ditto	50 " "
			1755 d		
			Janr 1	By Paddy 1 Garce at 12 Mer = 1 Candy P Pagoda	33 " 11 " 20
			1756 d		
			March 30	By Interest on 881 " 12 " 70 for 1 " 11 " 27 " 23 " 38 " 50	
				120 " " 1 " 10 " 26 " 17 " 10	
				200 " " 1 " 9 " 42 " " "	
				150 " " 1 " 5 " 15 " 26 " 10 " 60	
				50 " " 1 " 5 " 11 " " 8 " 21 " 20	127 " 11 " 70
					780 " 26 " 10
			"	By Ballance	100 " 29 " 60
	Pagodas	881 " 12 " 70		Pagodas	881 " 12 " 70

Port St Davd George 30 March 1756

Errors Excepted
P Comda Swamy

matters and things set forth in the said Replication are in many Respects Erroneous untrue and imperfect which this Defendant will produce sufficient Proof of

And this Defendant saith as in and by his said Answer he hath already said and do and will now and at all times hereafter maintain support and prove All and every matter and thing therein Contained to be true as the same are therein Contained to be true as the same are therein alledged and Expressed

William Bishop
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced and sworn and Examined on the part and behalf of Andrew Peter Complainant in a certain Cause wherein the said Andrew Peter is Plaintiff by transfer of Cundapah Moodeliar and Seyalah Reddy Defendant

Imprimis ..... Do you Know the Parties abovementioned or either and which of them and how long have you Known them Declare

To Vencatachellum Cuppa Reddy Seyalah Reddy Cuppa Reddy

2d ..... Are you any ways acquainted with the Particulars now in debate between Cundapah Moodeliar and Seyalah Reddy if yea Declare all you Know concerning the same

To the Same 3 ..... Are you a Witness to the Bond or Obligation given by the Defendt aboversaid to the transferrer Cundapah Moodeliar and are you acquainted with the Reasons that induced the Defendant to give such Obligatory Note when the same was Given were there any Compulsory measures made use of to oblige such delivery of Obligation Declare all you Know concerning the same

To the Same 4th ..... Were you desired by the transferrer to offer terms of Accomodation if yea what were the purport of them and how far were they complyed with and what terms did the Defendant offer on his part Declare all you Know

To the same 5th ..... Do you Know of any other matter or thing or have you heard or can you set forth any thing touching the matters in debate that may tend to the Benefit and Advantage of the transferrer and Complainant in this Cause if yea Declare the same as fully truly and perfectly as if you had been thereunto particularly Interrogated

Charles Bromley
Attorney for the Complainant

proposed and desired to accept of, you must now also be a Witness to his non compli=ance of them, wherefore I cannot wait any longer but will put him into Court the Defendant then once more intreated this Deponent to intercede for a longer time, the transferrer said very well, if he will mortgage a Brick Wall that belongs to him, for the Payment of the Sum, I will give him a further time to which the defendant made no Reply to the transferrer but said to this Deponent he would come and speak to him when he was alone, The transferrer and defendant then went away some time after the same day, the defendant came and told this deponent that he had got other debts and could not Mortgage the Brick Wall to the transferrer, who might put him into Court & he thought Proper and more this deponent saith not to this or to the last Interrogatory.

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Andrew Peter by his transfer of Lunda=pah Moodeliar Complainant and Seyalah Reddy Defendant

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

Gungareddy of Madras Cancoply aged 22 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 17 day of August 1763 sworn at the Office of Mr William Bishop Attorney for the Defendant by Lunacapah who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth.

To the first Interrogatory this Deponent saith that the particular matter now in debate between Lundapah Moodeliar and Seyalah Reddy is on account of a Bond which Seyalah Reddy gave to Lundapah Moodeliar and has Not yet paid off

To the third Interrogatory this Deponent saith the defendant acquainted him he had Given such a Bond without any Compulsory measures being made use

the Examiner in this Court as followeth

Seyalah Chitty of Madras Bullock driver aged 56 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 17 day of August 1762 sworn at the Office of Mr William Bishop Attorney for the Defendt by Comacapa who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1st ... To the first Interrogatory this Deponent saith he is not acquainted with Andrew Peter but that he has known the Defendant 20 Years and the transferrer 20 Years or thereabouts

2d ... To the second Interrogatory this Deponent saith the Matter never debated between Cundapa Moodeliar, and Seyalah Reddy, is concerning the Payment of a Bond for one hundred and nine (109) Pagodas, given by Seyalah Reddy to Cundapah Moodeliar which he has not yet paid off

3d ... To the third Interrogatory this Deponent saith he is a Witness to the Obligation given by the Defendant aforesaid, to the transferrer Cundapah Moodeliar on account of Interest money arriving on a former Bond of seven hundred Pagodas (the Principal of which hath been paid off and further addeth, that there were no Compulsory measures made use of to oblige the delivery of such obligation and more this deponent deposeth not to this Interrogatory

4th ... To the fourth Interrogatory this Deponent saith he was at the transferrers house about Cor 7 Years ago when the Defendant and he were both together, and that he heard the Defendant say to the transferrer you have a Bond of mine for seven hundred Pagodas (700) to which the transferrer Replyed very true, and I have desired you several times to bring me your Accounts of Payment on it, that we may Examine the difference, so that you might withdraw this 700 Pagodas Bond, and Give me a fresh Obligation for the Ballance that should Remain now lay before you my Accounts of the Money which I have Received from from you on it by which you will Perceive the Remainder, and at the same time drew out the Account, and gave it to the Defendant, who found the Ballance to be 109 Pagodas for the amount of which he immediately gave to the transferrer fresh Obligations after ewithdrawing the former of 700 Pagodas, This Deponent likewise addeth that the Defendant told him that this Sum of 109 Pagodas Ballance arrose on his paying Compound Interest on the 700 Pagodas, who more deposeth not to this or to the Last Interrogatory

Mayors Court at Madraspatnam

Tuesday the 3d day of April Anno Domini 1764

Present

Thomas Pomney Esquire Mayor
Claud Russell ——— John Debonaire
John Whitehill ——— Thomas Chelsall &c
George Baker ——— Aldermen

Mayors Court

Between Andrew Peter of Madras Writer Complainant and Syalah Reddy also of the same place Merchant Defendant

This Cause coming on to be heard and debated this day in the presence of the Complainant and his Attornies on both sides on Reading the Complainants Bill with a translate of an Obligation and transfer thereof annexed, the defendants Answer with an Account Current and translate of two Agreements annexed, the Replication with three Accounts Current annexed, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, On hearing the Readings made use of by the Attornies and on due Consideration had thereon, It Appearing to the Court that the Complainant has produced Sufficient Proof of 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 One hundred and Nine Pagodas Nine fanams Pagodas 109 9 / with such Interest as now is or shall hereafter become due thereon after the Rate of Eight p Cent p Annum until full Payment is made also all Costs of this Suit

Mur

Dr. Mona Chitty Cr.

1758				1759			
Oct.	31	To Muslins as Pr Cord brought	32	115 " 32 " 10	May	16	By Cash Received	80 " "
		To Pallampores	10	37 " 20 "	Dec.	1	By ditto ditto	21 " 31 " 10
		To Cinghams	11	21 " " "	1760 Nov.	28	By ditto ditto	10 " "
		To Chintz	Pcks 10	17 " 20 "	1761 Jan.	25	By ditto ditto	20 " "
		To Pendy Chintz	2	13 " " "				131 " 31 " 10
				254 " 32 " 10			By Interest on the following Sums from their Respective dates to the 31st Jan. 1761 Viz. @ 8 P Cent	
		Deducting for Customs at 5 P 2 1/2 P Pagoda		15 " 37 "			An Pags 80 for 8 " 8 " 18 " Pags	23 " 28 " 53
				238 " 35 " 10			An d. 21 " 31 " 10 " 3 " 2	5 " 25 " 5
		To Interest on Pagodas 238 35 " 10 from Octr 31 1758 to January 30th 1762 is 2					An d. 10	2 " 2 " 2 — 1 " 29 " 10
							An d. 20	2 — 5 — 3 " 9 — 31 " 8 " 18
		To Interest on 238 " 35 " 10 at 8 P Cent P Annum is		81 " 8 " 68	1761 Jan.	31	By Ballance	165 " 39 " 58 / 154 " 4 " 50
		Pagodas		320 " 4 " 28			Pagodas	320 " 4 " 28

Fort St George 31st January 1761

Errors Excepted

[illegible]

I Moota Ramalinga Chitty of Madras Merchant do hereby for me & my Heirs Executors Administrators and Assigns, transfer assign and make over unto William Harrison of Madras aforesaid Merchant his Heirs Executors administrators and Assigns all my Right and title to the Sum of one hundred and fifty four Pagodas four fanams and forty cash due to me from Mona Chitty of Madras aforesaid Merchant on Ballance of the above account with all the Interest now due or may hereafter become due thereon for his Interest Note of hand for the Sum of One hundred and forty Pagodas bearing even date hereof. In Witness whereof I have hereunto set my hand this twenty fourth day of January In the Year of Our Lord one thousand seven hundred and sixty four

[illegible]

Witnesses

[illegible]

Read and filed
25th February 1764

To the Honorable the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your
Orator Venceslaus of Madras Baker that Du Rue of the same place Victualler stands
indebted unto your Orator in the Sum of twenty five Pagodas for Bread and Buis-
cuit sold and delivered by your Orator unto the said Du Rue on or before the eighth
day of August in the Year of our Lord one thousand seven hundred and sixty three
as p particular account ready to be produced to this Honorable Court when called for
which said Sum of twenty five Pagodas after the Rate of eight Shillings for every Pagoda
will amount to the Sum of ten Pounds of Sterling Money of Great Britain and your
Orator further sheweth that he hath frequently and in an amicable manner
demanded Payment

But now so it is and may it please this Honble Court
the said Du Rue obstinately and Wilfully Refuses to give your Orator any
manner of Satisfaction touching the Premises your Orator therefore prays a
General Relief such as to this Honorable Court shall appear agreeable to equity
and good Conscience To the end therefore that the said Du Rue may upon
his Corporal Oath (a true and perfect Answer make to all and Singular the matters
and things hereinbefore alledged and setforth as fully truly and effectually to
all intents and purposes as if the same (where here again Repeated and interro-
gated and he Decreed to pay unto your Orator the aforesaid Sum of twenty five
Pagodas with all such Interest as now is or shall hereafter become due thereon
with all Costs of this Suit

May it please this Honorable Court to cause the said
Du Roe to be Summoned and Required by the Sheriff of Fort St George Town
of Madraspatnam and the Districts thereof personally to be and appear
before this Honorable Court on a certain time and place to be by this
Honorable Court prefixed and appointed then and there to abond to and
abide by such Order and Decree therein as to this Honorable
Court shall seem Meet

Charles Bramley
Atty for the Complainant

to this Hon^ble Court having departed this Life, that office being thereby become vacant Your Petitioner most Humbly Offers himself a Candidate to succeed therein and should he be so happy as to meet with your approbation and choice of him he promises to Exert the utmost of his Abilities in the Due discharge thereof

And Your Petitioner shall Ever Pray

Thomas Jones

Read and Filed
10th April 1761.

To the Hon^ble the Mayors Court at
Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Arthur Lysaght Captain in his Majesty's Ninety sixth Regiment by his Attorney James Phillips Lieutenant in his Majesty's Ninety sixth Regiment That Whereas Adam of Madras Taylor Stands indebted to Your Orator in the Sum of two Hundred Pagodas or thereabouts in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda Eighty Pounds as will more fully appear upon an Obligation Ready to be Produced and Whereas Your Orator hath frequently and in an amicable manner demanded Payment

Pretences Nevertheless May it please this Hon^ble Court the said Adam Obstinately 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 Adam 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 truly 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 hundred Pagodas together with all such Interest as now is or hereafter shall become due thereon also

Read and filed
6th May 1768

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaineth shewith unto this Honble Court
your Orator Sachiy Geerath Widow and Administratrix of Geerad Jacob
deceased that whereas Chenglevay of Madras Merchant stands indebted unto
unto your Orator in the Sum of three hundred and Eighty five Pagodas
making in Sterling Money of Great Brittain at the Rate of eight Shellings
for every Pagoda one hundred fifty four Pounds as will more fully appear
upon an obligation Ready to be Produced and Whereas your Orator hath
frequently and in an amicable manner demanded Payment
But now so it is May it Please this Hondble Court the said
Chingle Roy obstinately and Wilfully Refuses your Orator any manner
of Satisfaction touching the Premises your Orator therefore Prays a Genera
Relief such as to this Hondble Court shall appear agreable to equity and
good Conscience To the end therefore that the said Chingle Roy 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 truly 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 three hundred and Eighty five 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 Hondble Court to cause the said Chenglevay
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 Hondble 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 Hondble Court shall seem
Meet

Archdale Palmer
Attorney for the Complainant

Mayors

Pagodas Current Money of Madras, making in Sterling Money of Great Britain according every Pagoda eight Shillings the Sum of one hundred and ninety two Pounds in the whole, arising upon a Mortgage Obligation bearing date the twenty fifth day of March which was in the year of our Lord one thousand seven hundred and sixty two as will more fully and at large appear by a Translate of the said Mortgage Obligation hereunto annexed and the Original of which is Ready to be produced to this Honble Court when Required and to which your Orator most humbly Refers and Prays the same may be admitted as part of this your Orators Bill of Complaint

Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner Requested Payment from the said Coorapauty Alvaru of the said Sum of Four hundred and Eighty Pagodas

But now so it is May it please this Honble Court the said Coorapauty Alvaru Obstinately and Wilfully 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 Coorapauty Alvaru 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 and be Decreed to pay unto your Orator the aforesaid Sum of Four Hundred and Eighty Pagodas with all Interest due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Coorapauty Alvaru to be Summoned and Required by the Sheriff of Port St 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 as to this Honble Court shall seem Meet

William Cranmer &c
Attorney for the Complainant

Madras the 25 March 1762

I Coorapauty Alvaru do hereby acknowledge to have Given this Mortgage Obligation unto Coja Avrathum Thaddeus of my House standing and being Situated on Divaroya Moodeliars Street which said House I have given in Mortgage

together with such Interest as now is or shall hereafter become due thereon until full Payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit

& Your

Read and filed the 2 May 1768

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Avnet Aga of Madras Merchant that Whereas Coyparty Padnagasum of the same place Merchant stands indebted unto your Orator in the Sum of Six hundred and thirty eight Pagodas seven fanams and Eighteen Cash making in sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda five hundred and fifty five Pounds five Shillings and seven Pence as will more fully appear upon an Obligation Ready to be produced and whereas your Orator hath frequently and in an amicable manner demanded Payment

But now so it is May it please this Honble Court the said Coyparty Padnagasum obstenately 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 Therefore that the said Coyparty Padnagasum 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 was hereagain Repeated and Interrogated and be Decreed to pay unto your Orator the said Sum of six hundred and thirty Eight Pagodas seven fanams and Eighteen Cash together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Coyparty Padnagasum 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 Orator's Bill of Complaint and further

Read and filed
5th June 1760

To the Honble the Mayor's Court
at Madraspatnam

Humbly Complaining sheweth unto this Honble Court your Orator Charles Smith Executor to the Estate of Thomas Heath Esqr late of Madras Merchant deceased that whereas Mylar Subarroy of Madras Merchant stands indebted to your Orator in the sum of Eight hundred Pagodas making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda three hundred and twenty Pounds as will more fully appear upon an Obligation Ready to be produced and Whereas your Orator hath frequently and in an amicable manner demanded Payment Butnaw saith May it Please this Honble Court the said Mylar Subarroy obstenately and wilfully Refuses your Orator any manner of satisfaction touching the Premises your Orator therefore prays a Gemeral Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the End Therefore that the said Mylar Subarroy may upon his Corporal Oath a true and perfect Answer make to all and Singular the matters and things hereinbefore alledged and set forth as truely fully and Effectually to all intents and purposes as if the same was here again Repeated and Interrogated and be Decreed to pay unto your Orator the said sum of eight hundred 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 Honble Court to cause the said Mylar Subarroy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and district 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 Thereon as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

same place Inhabitant stands indebted to your Orator in the full and just Sum of seven Hundred and twenty three Pagodas Current Money of Madras making in Sterling Money of Great Britain the Sum of two hundred and eighty nine Pounds four shillings as will more fully and at large appear from an Account marked A an Account marked B and a transfer marked C translated of which are hereunto annexed for the inspection of this Honble Court to which your Orator most humbly Refers and prays the same may be admitted as part of this your Orators Bill of Complaint

And Whereas Your Orator hath frequently and in an amicable manner Requested payment from the said Andiapah of the said Sum of seven hundred and twenty three Pagodas

But now so it is May it please this Honble Court the said Andiapah wilfully and 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 agreeable to equity and good Conscience To the End therefore that the said Andiapah may upon his Corporal Oath true and perfect Answer make to all and singular the matters and things hereinbefore alledged and set forth as fully truly and effectually as if the same were here again Repeated and Interrogated and be Decreed to pay unto your Orator the aforesaid Sum of seven hundred and twenty three Pagodas with the Interest that may be due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Andiapa to be Summoned and Required by the Sheriff of Fort St George Town of Madras patnam and the District thereof personally to be and appear at a certain time and place to be by this Honble Court appointed and proceed 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

Richard Joyce

Attorney for the Complainant

Read and filed
22d June 1762

The Answer of Indiapah of Madraas Inhabitant defendant to the Bill of Complaint of Salvr Benedict of the same place Writer Complainant

This defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit and advantage of exception to the many Errors uncertaintys and imperfections in the said Bill contained for Answer thereunto or unto so much thereof as this defendant is advised doth materially concern him to make Answer unto, he this defendant Answereth and saith that he denies that he is anyways indebted to the Complainant, and in order to Answer the Complainants Bill of Complaint humbly begs leave to set forth that in the Month of November and December which was in the Year of our Lord one thousand seven hundred and fifty Eight this defendant together with ten more had the keeping of three hundred and eighty three Bullocks which were took up and hired by the Company for the use of the Camp, which was then at St. Thomas's Mount and was afterwards drove into the Garrison of Fort St George in the Month of December in the aforesaid Year when the Camp came into Quarters Henry Vansittart who had the Charge of the said Bullocks dismissed three of the Number of Bullocks already mentioned and took up twenty more from one George Mackay then Contractor, this defendant further set forth that forty seven Days or thereabouts after the Garrison of Fort Saint George besieged the aforesaid Henry Vansittart sent for this defendant and the other ten Keepers together with one Anthoney Johnson in Order to pay off the hire of the said Bullocks and after having Received the Money did pay the Cooley hire of the Bullocks in the Presence of one Jonathan Blake who being Victualler killed some of the Bullocks for the use of the Garrison and paid the Sum of Pagodas for each to the Owners thereof and this defendant further denies that Cade Milla ever had a Bullock belonging to him in the Garrison of the Number already mentioned, as will fully appear by a Narration which this Defendant humbly craves may have the attention of this Honble Court, that after the

Siege

Exception to the many errors untruths and uncertainties in the said Answer contained for Replication thereunto saith that the said Answer is very untrue and insufficient to be Replyed unto and this Replyant further saith that the defendant is indebted to this Replyant in the full and just Sum alledged in his Bill of Complaint

This Replyant further saith that in the Months of November and December in the Year of our Lord one thousand seven hundred and fifty eight the defendant with other Inhabitants not to the Number of ten Persons as alledged in the Defendants Answer to this Replyants Bill of Complaint had the Buying of same Bullocks not so many as three hundred and eighty three Bullocks as the defendant in his Answer setforth for the use of the Honble the United East India Company's Forces then encamped at Saint Thomas Mount which Bullocks where some time afterward that is to say in the Month of November aforesaid drove into the Garrison of Fort Saint George and this Replyant saith there might be twenty Bullocks more or there abouts that were also taken up and hired of George Mackray the then Contractor

This Replyant further saith he admits fifty Days after the Garrison of Fort Saint George was besieged or there abouts the defendant Received of the Compa=ny a Sum of Money for hire of Bullocks and their drivers and that several days after the defendant did pay part of the drivers as to Killing any Bullocks for the use of the Garrison, this Replyant saith it doth not concern him to Reply unto

And this Replyant alledges that Vademilla the transferer had sixty Bullocks and their drivers under the care of the Defendant but cannot admit that the said Vademilla made any Demand on Jonathan Blake for the hire of the said sixty Bullocks nor that the said Vademalla made a Com=plaint to Henry Vansittart Esq but admits Henry Vansittart sent for the defendant who was the upper Sheperd, Pattapah his Brothers and one Manga=pah under Sheepers to the Defendant but cannot admit that the defendant produced before the said Henry Vansittart the Owners of the said sixty Bullocks or that the said Henry Vansittart took their Receipt and dismissed the said Vademilla And this Replyant cannot admit that afterwards the said Vademalla went to Andiappa and Sail Naick or that either of them sent for the Defendant and assembled seven or eight Persons and ordered the defendant to agree to their Determination or that the defendant Refused the same by saying the Dispute was already decided before the said Henry Vansittart or that they or either of them did not Regard what the

Defendant

the thirty two men under the said Vadimalla four fanams each man some after
which the Defendant untrusnown to the said Vadimilla went to Pullicatt on a
Catty Maran on those Room his aforesaid Brother Pattapa continued and
acted as Chief Overseer and Manager of the said four hundred Bullocks and
some time after the Siege was Raised the Defendants Returned to Madras whi
the said Vadimilla demanded of the Defendant all the hire Money that was
due on the said sixty Bullocks and thirty two Men and the Defendant answer
a dispute the said Vademilla made his application to the Governor to be Reliev
who was pleased to order the said Vademilla to apply to the said Henry
Vansittart for Relief who on examination finding the Defendant was indebt
to the said Vademilla for the said Hire of Bullocks and their Drivers ordered
the Defendant and his Brother to be put under an Arrest the day after wh
Mr George Mackay had the Defendant and his Brother Pattapah Release
from their Arrest on the said George Mackays Promise and engagement to
the said Henry Vansittart that he would either oblige the Defendant to pa
the hire money due to the said Vademilla or Return them Back as Prisoners
to the said Henry Vansittart at the Expiration of fifteen Days the defendant
and Brother not paying the said hire Money the said George Mackay deliver
them up Prisoners accordingly and the Defendant and Brother were some time
afterwards Released the said Henry Vansittart desiring the said Vadimalla
to have patience for some little time and he would see him properly Reimbursed
but soon after the said Henry Vansittart leaving Madras the defendant
and said Vadimalla came to no Settlement whatever

And this Replyant further saith that on the first day of
December in the Year of our Lord one thousand seven hundred and sixty the
Defendant and the said Vademilla Voluntarily entered into a Bond of Arbitra-
tion without any force or Compulsion to stand to or abide by the award and
Arbitrament of eight Persons Chosen and approved of by the Defendant and
the said Vademilla under the Penal Sum of five hundred Pagodas which
Bond is Ready to be produced when Required.

And this Replyant further saith many Witnesses on their
Corporal oaths deposed and declared in Writing that the said Vademilla
had sixty Bullocks included in the Number of the four hundred Bullocks
aforesaid which were under Care of the Defendant and for the use of the
Partners

Inhabitant is Defendant

To all the Witnesses 1st ..... Do You Know the Parties Complainant and Defendant and Transferrer Vademilla in this Cause or either and which of them If Yea how long have you so known them or either and which of them declare?

To Pulla Chetna Aper Condo, Camapa, and Ramana } 2d ..... Do You Know or do You not Know that at the time the transferrer Vademilla was forced by the French Army to Retreat into Fort St George whether he drove into the Garrison some Bullocks and to whom the said Bullocks did Belong or do You Know or do You not Know whether those Bullocks were together with other three hundred and forty Bullocks taken to here for the use of the Garrison or whether the said Bullocks were or were not under the care and management of Andeapa the defendant the whole You Know touching this Affair to the best of Your Knowledge and Belief the same particularly declare

The Words dotted under were expunged by Order of Court dated 15th June 1764 J. McMoneky

To Thannapa, Pulla Chetna Emacar, Nalla Mutta Pool Chetna and Nalla Mutta } 3d ..... Do You Know or do You not Know whether Andeapah and Vademilla were in dispute with each other concerning the Hire money of some Bullocks and whether they did or did not without force or Compulsion to either of them being made use of Voluntarily enter into a Bond of Arbitration to stand to and abide by the award of eight Persons to be Chose by the Consent and approbation of the said Andeapa and Vademalla under the Penal Sum of five Hundred Pagodas and whether the Arbitration Bond now produced before You was not duly executed by the said Andeapah and Vademilla the whole and how you came to Know this transaction to the best of Your Knowledge and Belief the same particular by Declare?

The Words dotted under were expunged by Order of Court 15th June 1764 J. McMoneky

To Vathiar Ref Chetna Moodley 4th ..... Do You Know or do you not Know that Andeapa and Vademilla had a Difference concerning the hire Money of sixty Bullocks did they or did they not apply and Request You to draw the Abitration Bond now produce to You to Arbitrate their dispute under the Award of five hundred Pagodas and was or was not the said Bond executed by the said Andeapah and Vademilla by their free Will and Consent and without any force or Compulsion being used whatever to the best of Your Knowledge and 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, Speak forth the same as you do know have been informed or do Believe with the Reasons of such Your Knowledge and Belief

William Bishop
Attorney for the Complainant

Examined in the Court as follows

Apur Conde of Madras Bullock driver aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27th day of April 1763 Sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Conacapa who left a Note of the Name Title and place of abode of the said Apur Conde and afterwards on the same day being sworn and Examined deposeth as follows

Qr 1 ..... To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant Satur Benedict but that he has known the Defendant 20 Years and the Transferrer Vadamilla the same time or thereabouts

Qr 2 ..... To the Second Interrogatory this Deponent saith that he does know at the time when the Transferrer Vadamilla was forced by the French Army to Retire into Fort St George of his driving some Bullocks into Garrison and that those said Bullocks were with other three hundred and forty Bullocks taken to hire for the use of the Garrison, but to whom belonging to or under whose Care and management he this Deponent is entirely ignorant of and more saith not to this or to the last Interrogatory

The Mark of Apur Conde +

Richard Lathom
Examiner

Mayors Court at Madraspatnam

Between Satur Benedict by Transfer of Vadamilla Complainant and Andiapa Defendant

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

Conacapah of Madras Bullock driver aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27th day of April 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Conacapah who left a Note of the Name Title and place of Abode of the said Conacapah and afterwards on the same day being sworn and Examined deposeth as follows

Qr 1 ..... To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant Satur Benedict but that he has known the Defendant 20 Years and the Transferrer Vadamilla the same time or thereabouts.

2.

with the Complainant Latur Benidict but that he has known the Defendant 10 Years and the Transferrer Vademilla the same time or thereabouts

Do ..... To the second Interrogatory this Deponent saith that he does know at the time when the transferrer Vademilla was forced by the French Army to Return into Fort St George of his driving some Bullocks to the Number of sixty into Garrison four of those Bullocks belonging to this deponent and the Rest to other People whose names he is unacquainted with, this Deponent further saith that the said sixty Bullocks were with other three hundred and forty Bullocks taken to hire for the use of the Garrison, and were under the care and management of Andiapa the defendant and more saith not to this or to the last Interrogatory

The mark of I of Dasuaga

Richard Latham
Examiner

N.B The Words dotted under were expunged by Order of Court
15th June 1764 ——

J. M. Stone Reg.

Mayor's Court at Madraspatnam

Between Latur Benedict by Transfer of Vademila Complainant and Andeapah Defendant

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

Ramanah of Madras Bullock driver aged 20 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27th day of April 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Sonocapah who left a Note of the Name Title and Place of Abode of the said Ramanah and afterwards on the same day being sworn and Examined deposeth as follows.

1st ..... To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant Latur Benedict but that he has known the Defendant 20 or 25 Years and the Transferrer Vademilla the same time or thereabouts

2d ..... To the second Interrogatory this Deponent saith that he does know at the time when the transferrer Vademilla was forced by the French Army to Retire into Fort Saint George of his driving some Bullocks to the number of sixty into Garrison belong-

the Arbitration Bond now shown to him was duly executed by the said Indiapah and Vadamilla, he this deponent being present when the said Administration Bond was signed by the Defendant and the Transferrer in the presence of eight Persons by them Chosen to be Arbitrators in a Pyal near Anymuta Beach Pagoda Street four Years ago or thereabouts and more saith not to this or to the last Interroga-tory

The Mark of (Thannapa)

Richard Latham
Examiner

NB The Words dotted under were expunged by Order of Court 15th June 1761.

J. Mostyn Reg.r

Mayor's Court at Madraspatnam

Between Salter Benedict by Transfer of Vademilla Complainant and Indiapa Defendant

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

Imacar Nella Mutta of Madras Merchant aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27th day of April 1762 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Tonacapa who left a Note of the Name Title and Place of Abode of the said Imacar Nella Mutta and afterwards on the same Day being sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this deponent saith that he is not acquainted with the Complainant Salter Benedict, but that he has known the defendant 10 Years and the Transferrer Vademilla the same time or thereabouts

2d ..... To the third Interrogatory this Deponent saith in answer to it that he was present when the Arbitration Bond now shewn to him was signed by Indiapa and Vademilla without fore or Compulsion to either of them being made use of in the Presence of eight Persons chosen by the said Indiapa and Vademilla to Act as Arbitrators in a Pyall near Anymuta Beach Pagoda Street four

Years

Mayor's Court at Madrespatnam

Between Salvr Benedict by Transfer of Vadamilla Complainant and Andrapah Defendant

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

Nella Mutta of Madras Al Merchant aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27 day of April 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Innocapa who left a Note of the Name Title and place of Abode of the said Nella Mutta and afterwards on the same day being sworn and Examined deposeth as follows

1 To the first Interrogatory this deponent saith that he is not acquainted with the Complainant Salvr Benedict but that he has known the Defendant 30 Years and the Transferrer Vadamilla the same time or thereabouts

2 To the third Interrogatory this deponent saith that he does know of Andrapah and Vadamilla having a dispute with each other concerning the hire money of some Bullocks and that they did without force or compulsion to either of them being made use of Voluntarily enter into a Bond of Arbitration to stand to and abide by the award of eight Persons to be chosen by the Consent and Approbation of the said Andrapap and Vadamilla under the Penal Sum of five hundred Pagodas and further saith that the Arbitration Bond now shewn to him was duly executed by the said Andrapa and Vadamilla he this Deponent being Present when the said Arbitration Bond was signed by the Defendant and the Transferrer in the presence of eight Persons by them Chosen to be Arbitrators in a Pyal near Anjamunta Rah Pagoda Street 2 Years ago or thereabouts and more saith not to this or to the last Interrogatory

Thomas b of Z Nella Mutta

Richard Sathom
Examiner

N.B The Words dotted under were expunged by Order of Court

15 June 1764 J. M. Stone Regr

Boodyen ..... 2d ..... Do You Know or do You not Know whether the
Modaven Moolu Transferer Vadimilla had or had not any Bullocks in the Number of the Bullocks
Maven Moolu which the Company at the time of the dispute took to here and marked the said
Chennadu Nuthe Bullocks of the several Proprietors with distinguishing marks if Yea how
many Bullocks did the Company take to Mere
60
3 ..... Do You Know or Do you not Know whether
or whether not the Arbitration Bond now shewn you in the dispute Between
the Transferer and Defendant was or was not Signed Voluntarily or whether
or whether not any Compulsion was made use of to obtain the Defendants
Signature to the said Bond or .....
4th
4 ..... Do You Know or Can you say any other
matter or thing material for the Complainant in this Cause If so set forth the
same as you Know have been informed or do Belive with the Reasons of
such your Knowledge and Belief

William Bishop
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Sabur Benedict Complainant by
Transfer of Vadimilla and Andiapa defendant

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

Monongapah of Madras Bullock driver aged 38 Years or
thereabouts being Produced as a Witness in this Cause on the part of the Complain-
ant was on the 22d day of June 1763 shewn at the Office of Mr Archdale
Palmer Attorney for the Defendant by Sonocapa who left a Note of the Name
Title and Place of abode of the said Monongapah and afterwards on
the same day being sworn Examined Deposeth as Follows

1 ..... To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant

any more belonging to the Transferrer Vadamilla but this deponent cannot tell and more answereth not to this or to the last Interrogatory

4th ..... To the fourth Interrogatory this deponent saith that 17 Bullocks out of the 400 which the Company took to hire were belonging to his this said deponents Brother and his Friends and more deposeth not

3 3 3 L L 3

Richard Lathom
Examiner

Mayors Court at Madraspatnam

Between Salvo Benedict Complainant by Transfer of Vadamilla and Andiapah Defendant

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

Ninepah of Madras Merchant aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 22d Day of June 1763 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Jonacapa who left a Note of the Name Title and place of abode of the said Ninepah and afterwards on the same Day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant But that he has known the Defendant 20 Years and the Transferrer Vadamilla 20 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he heard from his Brother now deceased that at the time of the Siege the Company had taken to hire four hundred Bullocks of which Number 17 were belonging to his Brother, him this Deponent and three other People and more deposeth not to this, to the third, or to the last Interrogatory

The Mark of — Ninepah

Richard Lathom
Examiner

and examined deposeth as followeth

A. To the first Interrogatory this Deponent saith he is not acquainted with the Complainant
but that he has known the Defendant 10 Years and the Transferrer 10 Years or thereabouts

D. To the Second Interrogatory this Deponent saith that the Company took to hire four hundred
Bullocks at the time of the Siege but that none out of that number were belonging to the
Transferrer Vadamilla, the deposeth that he this Deponent had 40 Bullocks and his
Relation 80 included in the number of those at that time taken to hire by the
Company and more answereth not to this, to the third, or to the last Interrogatory.

The Mark of D Tyruvanen

Richard Lathom
Examiner

Mayors Court at Madraspatnam

Between Sahib Benedict by transfer of Vadamilla Complainant and Andeyapah Defendant

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

Boodyen of Madras Bullock driver aged 32 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 23. day of June 1763 sworn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Tonocapa who left a Note of the Name Title and Place of Abode of the said Boodyen and afterwards on the same Day being sworn and Exa-mined deposeth as followeth

A. To the first Interrogatory this Deponent saith he is not acquainted with the Complain-ant but that he has known the Defendant and the Transferrer 20 Years or thereabouts.

D. To the second Interrogatory this Deponent saith he heard that the Company had taken four hundred Bullocks to hire at the time of the Siege which is all he can depose in answer to these Interrogatories and more this Deponent addeth not

The Mark of Y Boodyen

Richard Lathom
Examiner

A ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 30 Years and the Transferrer 25 Years or there-abouts ——

2d ..... To the Second Interrogatory this Deponent saith that whilst he was at the Mount he heard the Company had taken to hire 400 Bullocks a little time before the siege which he cannot depose on his own Knowledge nor whether any Bullocks out of the above four hundred were Belonging to the transferrer Vadamilla but addeth that 17 Bullocks of the Number the Company at that time took to hire were belonging to him this Deponent and some of his Friends and more saith not to this — to the third — or to the last Interrogatory —

The Mark of ✓ Sheven Mootey

Richard Sathom
Examiner

Mayor's Court at
Madraspatnam.

Between Father Benedict Complainant by
transfer of Vadamilla and Indiapah Defendant

Depositions of Witnesses taken in this Cause by and before the Ex-
-aminer in this Court as followeth

Chinnada Naick of Madras Don aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 22d day of June 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Canacapa who left a Note of the Name Title and Place of Abode of the said Chinnada Naick and afterwards on the same Day being sworn and examined deposeth as Followeth ——

A ..... To the first Interrogatory this deponent saith he is not acquainted with the Complainant but that he has known the defendant 25 Years and the Transferrer the same time or thereabouts ——

2d ..... To the second Interrogatory this Deponent saith that all he can depose in answer to these Interrogatories that he was at the Defendants house when the Arbi-trators sent from for the Defendant and mentions the Particulars of that Affair which he hath before testified and more addeth not

Richard Sathom
Examiner

The mark of ✓ Chinnada Naik

Deposition of Shoonen London taken by Solemn Oath at Annambrara Pagoda

I do hereby depose that I Received three Money for my eleven Bullocks of Andiapah who over charged me in his Account which was that I had eighteen Bullocks and the said Andiapah Possessed himself of the three Money for seven Bullocks which he charged more than I really had November 26th

This is the Mark of Shoonen London

Said to be a true translate of the Mallabar Language as near as can be taken by

Conacapa sworn Interpreter

William Bishop
Attorney for the Complainant

Examined by Order of Court
Fort St George 19th June 1761
Wm Mackett Secy

Know all Men by these Presents that I Andiapah do hereby Declare that I have executed this obligation and delivered when Tyre Nagum was present and I also do hereby declare that a dispute did arrise and was depending between me and Vadimilla concerning the accounts which happend between me and the said Vadimilla during the Siege of this Place where we were shutt up in the Fort for Decision of which Dispute we Chose Arbitrators and when the said Arbitrators heard from us and were Arbitrating and Examining and intended to decide the said Dispute they desired me to produce the particular account of the Three Money of four hundred Bullocks in order to know when and how the same was paid when I told the said Arbitrators that the said account was at the Camp and promised that I would Produce the same at the Expiration of fifteen days time Therefore I bind my self to produce Before the said accounts of the said Particulars at the expiration of fifteen or twenty days from the date thereof with the hand writings of the Principle and overseer which were in the Fort and to obey abide and Perform the awards of the said Arbitrators concerning the said Dispute and incase I should not produce the said Account at the Expiration of the abovementioned time then I bind my self to pay and Discharge unto the said Vadimilla the hire Money of sixty his Bullocks and also forfeit the Sum of twenty four Pagodas unto the Governor and Council of this Place and be Deemed Criminous

I Vathiar Moothaia do hereby declare that to these are Witnesses Narraia Arnachelum and Charriapa and by the Consent of the above-mentioned Persons I drawed this dated at Madras December 18th 1760

Narraia Arnachelum Witnessed this

Charriapa Witnessed this

The is the Mark of Andiapa

Said to be a true translate of the Original in Mallabar Language as near as can be taken by Conacapa Sworn Interpreter

William Bishop
Attorney for the Complainant

A

Account of 210 Gun Carriage Bullocks with the names of the Owners they belonged to from the time the Army last encamped at Saint Thomas's Great Mount to the Raising of the Siege under the Care of the following four Head Drivers namely Pottagah, Monangapah, Choonen Cundan, and Wanaver Nellatomby

Mr George Mackray	20	Bullocks
Jonathan Blake	25	
Narsemah Mack and Namasheway	10	
Shettigar	20	
Sindeappen	20	
Indulcar Mooten	3	
Shellooran	11	
Sannery	5	
Allagappen	8	
Conman	10	
Wanaver Nellatomby, Eddapollian Sannen and Chedumbrum Mellen	17	
Nella Mooten	10	
Boodery	2	
Choonen Cundan	17	
Manangee Pen	15	
Elly Mootu	7	
Pallagnah Nasben	10	
	210	

Said to be a true Translate from a Cadjan Account in Malliabars annexed by Conacapa Court Interpreter

Archdale Palmer
Attorney for the Defendant

1803

C

An Account of 60 Draught Bullocks carrying Rice with the Names of the Owners they Belonged to from the time the Army laid Encamped at Saint Thomas's Great Mount to the Raising of the Siege under the Care of Sheolunbrum Head Driver

Lakshmenarapullah	16 Bullocks
Shellow Veragavoo	6
Pannen	2
Cholelaw Vellayden	5
Murruga Chitty	1
Silly Sowrieden	13
Mulloo Naiken	3
Arrunachillum	2
Calla Chitty	9
	60

(cc) Said to be a true Translate from a Cadjan account on Mallabars annexed by Conocapah Court Interpreter

Archdale Palmer
Attorney for the Defendant

D

An Account of 30 Arrack Carriage Bullocks with the names of the Owners they Belonged to, from the time the Army laid Encamped at Saint Thomas's Great Mount to the Raising of the Siege under the Care of Challappen Head Driver

Challappen	10 Bullocks
Calla Chitty	12
Perryannen	8
	30

(cc) Said to be a true Translate from a Cadjan Account on Mallabars annexed by Conocapah Court Interpreter

Archdale Palmer
Attorney for the Defendant

of May 1763 Sworn at the Office of Mr William Bishop Attorney for the Complainant by Canoopah who left a Note of the Name Title and Place of abode of the said Ramen Condan and afterwards on the same day being sworn and Examined deposeth as followeth

Qr
1 ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant ten Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith he does know of some Bullocks being down into Madras from the Mount or the French armies appearing before it used for drawing Guns on the account and on the pay of the Company and were belonging to different Bullock drivers of this Place where he this said Deponent was when the Bullocks aforesaid were drove into Garrison and further saith that one Mr Black received the Money from the the Company and paid for the hire of such Bullocks to the Number of four hundred (400) as was told to this Deponent not that he himself is exactly certain how many there were but deposeth that the aforesaid Bullocks were under the Charge of Seppanaven, Nellatamby, Pethapah, Manongapa and Cundapah late Brother to this Deponent now deceased

Qr
3 ..... To the third Interrogatory this Deponent saith he is not acquainted with the Exhibits marked A B C D and more saith not to this or to the last Interrogatory

Richard Latham
Examiner

3D 40 3 44

Mayor's Court at Madrasapatnam

Between Latus Benedict by transfer of Mademoiselle Complainant and Andiapah Defendant

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

Ninepah of Madras Ol. Merchant aged 70 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 13th day of May 1763 sworn at the Office of Mr William Bishop Attorney for the Complainant by Canoopah who left a Note of the Name Title and Place of abode of the said Ninepah and afterwards on the same day being sworn and Examined deposeth as followeth

Qr
1 ..... To the first Interrogatory this deponent saith he is not acquainted with the Complainant but that he has known the Defendant twenty five Years or thereabouts

2r

different Bullock drivers on this Place, where he this said deponent was when the Bullocks aforesaid were drove into Garrison and further saith that Mr Black received the Money from the Company, and paid for the hire of such Bullocks to the Number of four hundred (400) as was told to this deponent, not that he himself is exactly certain how many there were but deposeth that thirty Bullocks out of the Number were under his this said deponents charge the who had the Care of the Rest he cannot tell

To ..... To the third Interrogatory this deponent saith he is not acquainted with the exhibits marked A.B.C.D and more saith not to this or to the last Interrogatory

Thomas his ✕ Mark Lapen

Richard Lathom
Examiner

Mayors Court at
Madraspatnam

Between Sultier Bonadick by Transfer of Wadamilla Complainant and Andiyna Defendant

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

Sippanen of Madras Bullock driver aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 21st day of May 1763 sworn at the Office of Mr William Bishop Attorney for the Complainant by Comaraya who left a Note of the Name Style and place of Abode of the said Sippanen and afterwards on the same day being sworn and Examined deposeth as followeth

A
1 ..... To the first Interrogatory this deponent saith he is Not Acquainted with the Complainant but that he has known the Defendant twenty Years or thereabouts

B
2 ..... To the Second Interrogatory this deponent saith he does know of some Bullocks having been drove into Madras from the Mount on the French Army's appearing before it which were used for Draught and Carriage Service on the account and in the Pay of the Company, forty of which said Bullocks were Belonging to him this deponent and the Rest to other different Bullock

and paid for the hire of such Bullocks whilst they were at the mount to the number
of one hundred and twenty but who paid for their hire whilst in Garrison he this
deponent cannot till as he went away again and moreover saith that the above
120 Bullocks were under the Charge of Appavoo

D
3 ..... To the third Interrogatory this deponent saith he is not acquainted with the
Exhibits marked A.B.C.D and more saith not to this or to the last Interrogatory

Richard Sattwon
Examiner
Mayor's Court at
Madraspatnam

The mark of ✕ Boodjoo

Between Salar Benedict by Transfer
of Vadamulla Complainant and Vinkaya Defendant

Depositions of Witnesses taken in this Cause by and before the Exam
=ner in this Court as followeth

Cheddumbarrum of Madras Bullock driver aged 30 Years or
thereabouts being produced as a Witness in this Cause on the part of the Defendant
was on the 19 day of May 1762 sworn at the Office of Mr William Bishop
Attorney for the Complainant by Comarapa who left a Note of the name the
and place of Abode of the said Cheddumbarrum and afterwards on the
same Day being drawn and Examined deposeth as followeth

1 ..... To the first Interrogatory this deponent saith he was not acquainted with the
Complainant but that he has known the Defendant 20 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith he does know of some Bullocks
being drove into Madras from the Mount on the French Dimpo appearing
before it and were used for draught and Carriage Service on the account and
in the pay of the Company and were belonging to different Bullock drivers
in this Place where he this said Deponent was, when the Bullocks aforesaid
were drove into Garrison, and further saith that one Mr Black Received the
Money from the Company and paid for the hire of such Bullocks to the
Number of four Hundred (400) Sixty of which were under the charge

immediately did so, and more this Deponent deposeth not to this or to the last Interrogatory

The Mark of Modaven ✕ Mootu

Richard Lathom
Examiner

Mayor's Court at
Madraspatnam —

Between Late Bundies by Transfer of Vademillah
Complainant and Andeapah Defendant

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

Sheven Mootu of Madras Bullock driver aged 40 Years or thereabouts being produced produced as a Witness in this Cause on the part of the Defendant was on the 19 day of May 1786 sworn at the Office of Mr William Bishop Attorney for the Complainant by Coraca pa who left a Note of the Name Title and place of abode of the said Sheven Mootu and afterwards on the same day being Sworn and Examined deposeth as Follows

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant thirty Years or thereabouts

To the fourth Interrogatory this Deponent saith he is acquainted with a Peon being sent to the defendant Andeapah two different times, about two Years ago by the said Defendants and Vademillah Arbitrators on account of a difference subsisting between them, at which time the Defendant Andeapah was sick and told to the Peon he could not go out to which the Peon aforesaid Replyed if he is not well enough to walk he had orders to carry him on his Cott and further saith this happened between the hours of 9 and 10 o'Clock in the Morning at which time he this Deponent was at the Defendants House, and hearing the above conversation pass between him and the Peon told to Andeapah that he had better go along with him the said Peon and walk softly which he the aforesaid Defendant immediately did do. and more this Deponent deposeth not to this or to the last Interrogatory.

The mark of ✕ Sheven Mootu

Richard Lathom
Examiner

I

Jani Chetty Vencatta Rainah 96
Jones Thomas Pillthorpe 110

K

Sharr Andrew Vett Gregorio Moodu 203

L

Lysaght Arthur Vett Nalla Moolu Chetty 98
M^c Laghus Morony James Philips Vett Adams 112

M

Munro Mary Frances Vett Gundaveddy Sadapah 55
Miquel Gregorio Vett Lewis Foreman Borges, Annaly Bronone, & John Alexander 188
Machlene Christopher Vett Valoriano Johnson, Jacob Roach, & Mutall Naique 216
Mathias Sealy Rita Their Mother Vett Sri Bernardo and Francisco Pinto 220
Maddox Pascoal Vett Tonapah and Telarapen 312

N

O

P

Peter Andrew Vett Bookal Vengadachia 28
Paramier Peter Vett Commie Chetty 31
do ..... Vett Vellumadda Casoathum 36
Parley John Vett Vellundum 73
Peter Andrew Vett Seyalah Reddy 135
Pelling Thomas & John de Sries Vett Matchillah Vendapah 203
Perera Peter Vett Sattaniah Naick, Swamy Naick, & Wedrapaulum Ramasamy Chetty 206
Pelling Thomas Vett Mosa Sattanna 208
Paramier Peter Vett Cachanah Chetty 326

Q

Dr. Boatal Vengadasha Dubash in Account Current with Nina Chitty Cr.

1760				1761			
June	14th	To Cash lent him as by Obligation of this date	78 „ „	June	4th	By Gold and Silver Lace	1173 „ 22 „ 70
		To Interest to the 25th March 1762 being				By Cash in part	87 „ 36 „ „
		21 Months @ 8 ff Cent	10 „ 33 „ 16				1271 „ 16 „ 70
July	4th	To Piece Goods delivered him	1840 „ „	1762			
		To Ditto	48 „ 1888 „ „ „	March 25		By Ballance due Me	705 „ 16 „ 26
		Pagodas	1976 „ 33 „ 16			Pagodas	1976 „ 33 „ 16

Sart. Mearge 25th March 1762

Errors Excepted

E & O E

Madras 25th March 1762

I Nina Chitty do hereby Transfer and make over to Andrew Peter for a Valuable Consideration now Recieved of him all my Right and Title to the Sum of Seven Hundred and five Pagodas sixteen Fanams and twenty six Cash due to me from Boatal Vengadasha Dubash, as the Ballance of an Account Current, the Particulars of which I am to deliver to the said Andrew Peter Signed by Me Witness my Hand

(Signed) Nina Chitty

Witness (Venkatta Samee Chitty
Moola Chitty

4

the Year of Our Lord one thousand seven hundred and sixty one did sell unto the aforesaid Captain George Shent several sorts of piece Goods to the amount of one thousand Eight hundred and seventy seven Pagodas, as is mentioned particularly in the account marked Letter B. Mr Calland and several Black Merchants namely Chucka, Mootia and Sellasinga did Barter piece Goods and Merchandizes to the amount of three thousand Pagodas with the aforesaid Captain George Shent about seven days before the departure of the said Captain George Shent from hence, he the aforesaid Captain George Shent did send for the aforesaid Black Merchants namely Mootia, Chucka, Sellasinga and the aforesaid Nina Chitty and by the help of this Defendant who being Interpreter for the aforesaid Captain George Shent and for the aforesaid Black Merchants namely Mootia, Chucka, Sellasinga and the aforesaid Nina Chitty, this Defendant did tell them by Order of the aforesaid Captain George Shent, that he the said Captain George Shent had not Ready Money to pay them and therefore they must Barter Goods for Goods to the amount of what Goods the aforesaid Captain George Shent had Received from them towhich Proposal all the aforesaid Merchants Consented and the aforesaid Nina Chitty in particular said he must do in that Respect as all the other merchants did a few days before the aforesaid Captain George Shent to his departure from hence, he the said Captain George Shent delivered unto this Defendant the Goods the said Black Merchants had agree to take in Barter with the Prices of them in order for this Defendant to deliver the same unto the aforesaid Merchants and sailed from hence immediately afterwards which Goods this Defendant did deliver unto Mr Calland and all the other Merchants excepting the aforesaid Ninah Chitty and they did all of them Receive and Carry away their Proportions of Goods except the said Nina Chitty who would not Receive his Goods, although this Defendant often told him that incase he did not Carry away his Goods that he must Rent the Pagoe and Warehouses, And this Defendant further sets forth that the aforesaid Nina Chitty would not take away his Goods Notwithstanding the many Repeated Arguments this Defendant made use of to perswade him to take them away and the ill consequences which might Ensue upon his non Compliance but the said Nina Chitty did go and make his Complaint against this Defendant unto Samuell Ardley Esquire in order to obtain Ready Money for the said Goods which were to be delivered to the said Nina Chitty. The said Samuel Ardley Esquire on hearing the Dispute depending between this Defendant and the aforesaid Nina Chitty the said Samuel Ardley Esquire was pleased to decide it on this manner that the said Nina Chitty should in Consideration of the Money due by the aforesaid Captain George Shent take the aforesaid Goods Bartered by him in the lieu of his Money which said Goods are still Remaining in this Defendants Godowns an

Account

6

Brought Over Pagodas .....

Betelas	3	1	127 " "		
Ditto	"	9	20 18 "		
Ditto	"	15	60 " "		
Ditto	"	1	4 " "		
Ditto	"	10	120 " "	1147 " "	
					3 27 "
Cambricks	"	1			
Dennity	"	1	11 " "		
Do Flowerd	"	1	10 " "		
Do	"	1	3 " "		
Do	"	11	38 18 "		
Do	2	"	25 " "		
Do	"	1	11 " "		
Do	"	2	18 " "	176 18 "	
					24 " "
Calamy	"	4			
Chints	1	6	104 " "		
Do of 18 Cubits	"	2	9 " "		
Do	"	3	17 9 "	130 9 "	
					55 " "
Moorees of 24 Cubits	"	10			
Handtherchiefs	"	2			6 18 "
Half Long Cloth	"	2	9 " "		
Do Do Do	"	1	6 18 "	15 18 "	
Table Cloth	"	1	6 " "		
Do Do	"	2	8 " "	14 " "	
Shaving Cloaths	"	4			4 18 "
					1877 " "

Deducted Viz.

Brokerage	160 24 "	
Conocopilys Fees	18 9 "	
Packages	7 27 "	186 24 "
		1690 12 "

Errors Excepted (Pagodas

List of Several Merchandizes Delivered by Captain George Hunt Commander of the Ship Hanuke to Bobal Vengadasha his Dubash to be delivered to Nina Chitty the Transferrer on the Sale of Goods Bought from the said Nina Chitty which Merchandizes now lies in the Godowns of this Defendant as the said Nina Chitty Refuses to Receive them from this Defendant Viz.

Gold laced Hatts of Colonel Coots Regiment 11 @ 6 1/16 Pag 1 Hatt 72 6 60

Carried Over Pagodas 72 6 60

That is to say

This Replyant saith the Article of Eighty Eight Pagodas on the Debit side of the Defendants Account Current marked Letter (A) was not paid the 4th June 1761 to Nina Chitty but that the Defendant on the 30th July 1761 did deliver sundry Bills drawn on Mr Dawsons Name to the Amount of Sixty five Pagodas Twenty five fanams and forty Cash to the said Nina Chitty and this Replyant further saith on the 4th June 1761 and 15th May 1761 the Defendant paid by the Hand of Thiru Hoquen the further sum of twenty Pagodas to the said Nina Chitty making in the Letter A account a Debit to the said Nina Chitty the Sum of Eighty four Pagodas twenty five fanams and forty Cash only, as this Replyant saith he cannot admit any Interest Money due from the said Nina Chitty to this Defendant for that the before Recited debit account was not a Note of Hand or note of Obligation but only an Account for Merchandize bought for Captain Kent and therefore Bore no Interest. The Defendant hath Vouchered in his Credit Account Current to acknowledge that from time to time he did Receive the Sum of Eighty Eight Pagodas thirty three fanams and sixteen Cash which is full and Demonstrable that the Defendant by such his pleaded acknowledgment stands Indebted to this Replyant on Ballance of his said Account Current marked Letter (A) in the full and just Sum of three Pagodas Seven fanams and fifteen Cash.

This Replyant further saith in Replication to the List of Piece Goods which the Defendant in his Account Current marked with the Letter B saith Nina Chitty sold to Captain George Kent in July 1760 to the Amount of one thousand Eight Hundred and Twenty seven Pagodas is very untrue and unjustly Stated. This Replyant admits that the said Nina Chitty in the 4th June 1761 Received of the Defendant Gold and Silver Lace to the Amount of the Sum of One thousand one Hundred Pagodas Twenty two fanams and seventy Cash and no more: and this Replyant further saith much about the same time the said Nina Chitty sold the Defendant Piece Goods for the Use of Captain George Kent to the Amount of One thousand Eight Hundred and Eighty Eight Pagodas for which said Goods the Defendant has already Received of the said Captain George Kent the amount thereof. This Replyant further saith admitting Nina Chitty's Debit to this Defendant on Ballance in the said Account Current Marked Letter B the Defendant now Stands Indebted to this Replyant in the full and just Sum of Seven Hundred and four Pagodas Eighteen fanams and ten Cash or thereabouts.

This Replyant further saith that he cannot Admit the said Nina Chitty to be Answerable or in any manner Accountable for the Europe Goods in the Defendants Account Marked with the Letter C which the Defendant saith was delivered to him by the Aforesaid Captain

George

said Nina Chitty gives this Defendant Credit by Cash received in part Eighty
seven Pagodas and Thirty six Fanams, which at the Rate of thirty seven Fanams
for every Pagoda, will make it exactly Correspond with the Sum that this
Defendant has debited the said Nina Chitty for although it so plain, Clear and
Conspicuous yet the Replyant Asserts that it was not paid the fourth day of June
in the Year of Our Lord One thousand seven hundred and sixty one to the said
Nina Chitty but that this Defendant did deliver Outcry Bills drawn on Mr.
Dawson to the amount of Sixty five Pagodas twenty four Fanams and Forty
Cash to the said Nina Chitty and the Replyant further saith that it was on
the fourth day of June which was in the year of our Lord as aforesaid and
not on the fifteenth day of May in the year of Our Lord as aforesaid This
Defendant saith by the Hands of Shanmagam the further Sum of twenty
Pagodas to the said Nina Chitty marked in the Account Current Letter A
account of the Debt of the said Venah Chitty which two Sums will make only
the Sum of Eighty five Pagodas, twenty five Fanams and forty Cash, This
Defendant further saith that he is much astonished that the Replyant should pretend
to say after he has given this Defendant Credit for Eighty seven Pagodas and thirty
six Fanams in his Account Current annexed to his Bill of Complaint that he only
Received the Sum of Eighty five Pagodas, twenty five Fanams and forty Cash if
it was Really so, why did he give Credit for more than he now Pretends to have
Received, Certainly this is a great Contradiction, for in his Account Current annexed
to his Bill of Complaint he acknowledges the Receipt of the said Sum of Eighty
seven Pagodas and thirty six Fanams, and now in his Replication he says
that he has only Received the said Sum of Eighty five Pagodas, twenty five
Fanams and forty Cash; How far this Corroborates this Defendant humbly
leaves to the Opinion of this Honble Court.

As to the Assertion of the Replyants concerning
the interest on the said Sum this Defendant says That he cannot avoid saying
that the same is very Ridiculous and Contrary to the truth as this Defendant
did pay into the said Venah Chitty the Sum of ten Pagodas thirty three
Fanams and sixteen Cash on Account of his Obligation or Note of Hand
which this Defendant executed as a Note of hand or Obligation unto the said Nina
Chitty which Note of hand or Obligation is Vested in the Account Current of the said
Nina Chitty and which is annexed to the Replyants Bill of Complaint and this
Defendant further saith that the said sum of seven Pagodas Nineteen Fanams
and forty Cash is for interest on the following sums paid by this Defendant to the
said Nina Chitty at different times twenty Pagodas for a Televen Months and
twenty Eight Days at Eight p Cent is one Pagoda and twenty one Fanams
Eighty Eight Pagodas for eleven Months and Nine days at the same Rate is

on Board the said Ship Hanibal as the sole Property of the said Captain George Brent and that the Replyant himself acknowledges in his Replication that the said Piece Goods were for the use of the said Captain George Brent and moreover that the said Nina Chitty sold this Defendant the said Piece Goods for the use of the said Captain George Brent so that this Confession of the Replyants is a Manifest proof that the said Ninah Chitty ought to have given Credit in his Account Current with the said Captain George Brent The Replyant is pleased to alledge that this Defendant received Ready Money for the said Piece goods from the said Captain George Brent which allegation is Plain Proof that the said Piece Goods were sold by the said Nina Chitty unto the said Captain George Brent and in Regard to the Money for the Piece Goods which the Replyant says this Defendant has Received this Defendant does solemnly protest that he this Defendant has not Received one Single Cash from the said Captain George Brent on account of the said Piece Goods and neither is it Probable that the said Captain George Brent should pay the said Nina Chitty for Goods that they agreed to Barter and this Defendant further saith that if this Defendant had Received Money from the said Captain George Brent that the said Nina Chitty would have Debited this Defendant in his Account Current with this Defendant to Cash Received of the said Captain George Brent which he has not done But it is manifest to the Contrary by the said Captain George Brents delivering several sorts of Europe Merchandize unto this Defendant in lieu of the said Piece Goods with his order to deliver the same unto the said Nina Chitty as they are Credited in the Accounts of this Defendants marked with Letters C and D annexed unto his Answer and in order to Confirm the same this Defendant sets forth that the said Merchandize lies now in the Godowns of this Defendants as they were imported from England from the said Ship Hanibal Commanded by the said Captain George Brent and the said Merchandize were Cleared from the Custom at the Sea Gate of this Place and the said Merchandize are entered in the Sea Customers Books and that Neither this Replyant nor the said Nina Chitty can prove that the said Merchandize Belonged unto this Defendant or that this Defendant ever Purchased the same

As to the Gold and Silver Lace this Defendant begs leave to set forth that the said Gold and Silver Lace amounted unto the Sum of One Thousand one Hundred and Eighty three Pagodas twenty five Fanams and Seventy Cash and not to the amount of One Thousand One Hundred Pagodas twenty five fanams and Seventy Cash as the Replyant is pleased to insert in his Replication and this Defendant further saith that the said Merchandize were purchased from the said Captain George Brent who brought the said Merchandize from England and not from this Defendant and moreover that the said Nina Chitty was agreeable to the

14

already Prayed

William Brannwell
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part and Behalf of Andrew Peter of Fort Saint George Madras Writer in a Certain Cause wherein the said Andrew Peter by transfer of Naina Chitty of the same place Merchant is Complainant and Bostal Vengadachia now Residing at Madras aforesaid Dubash is Defendant

To all the Witnesses 1st Do you Know the Parties Complainant and Defendant and Transferrer Naina Chitty in this Cause or either and which of them If you how long have you Known them or either and which of them Declare?

To Mastr Camra and Narrain Chitty 2d Do you Know or do you not Know of a Certain Bond or Obligation being Signed and Executed by the Defendant to the transferrer Naina Chitty If Yea for what Sum was such Bond given and the Date of the said Bond or Obligation and the Interest money which the Defendant engaged thereby to pay the transferrer Naina Chitty for the Advance of the said Principal money the whole you Know touching this Affair to the best of your Knowledge and Belief the same particular Declare?

To Ramoquim Ayenga to Cayr and Muttu Muniramah and Chuchaah Chitty 3d Do you Know or do you not Know whether the transferrer Naina Chitty sold and delivered Sundry Piece Goods to the Defendant Bostal Vengadachia for the use of Captain George Hunt and his Pursser if yea whom and where did such dealings happen and what Sum was the amount of such sundry Piece Goods sold and delivered by the transferrer Naina Chitty to Bostal Vengadachia the whole Transactions Between the transferrer and Defendant 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 4th Do you Know or can you say any other matter or thing material for the Complainant in this Cause Good and Sufficient the same as you Know have been informed or do Believe with the Answers of such your Knowledge or Belief

William Brannwell
Attorney for the Compl

16

Conacopatt who left a Note of the Name Title and Place of Abode of the said Narran Chitty and afterwards being sworn and Examined deposeth as follows.

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant 15 Years the Defendant also 15 Years and Transferrer Nanna Chetty 10 or 12 Years or thereabouts.

2d ..... To the Second Interrogatory this Deponent saith that he does know of a certain Bond or Obligation being Signed and executed by the Transferrer Nina Chitty for the Sum of upwards of Seventy Pagodas the date of the said Bond he does not Remember, nor the Interest which was to be paid for the said Sum this Deponent saith that the means by which he came to the knowledge of this affair was that he witnessed the said Bond or Obligation

4th ..... To the fourth Interrogatory this Deponent saith that he does not know any thing more material in this Cause

Richard Latham

Examiner

Mayor's Court at Madraspatnam

Between Andrew Peter by Transfer of Nana Chitty Complainant and Bootal Congadasha Defendant

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

Nummagan of Madras Conacopaly Aged 35 Years being produced as a Witness in this Cause on the part of the Complainant was on the 25th day of March 1765 sworn at the Office of Mr William Cranmill Attorney for the Defendant by Conacopatt who left a Note of the Name Title and Place of abode of the said Nummagan and afterwards on the same day being sworn and examined deposeth as follows

A ..... To the first Interrogatory this Deponent saith that he has known the Complainant 10 Years the Defendant 15 Years and Transferr Nana Chetty 10 Years or thereabouts

B ..... To the Third Interrogatory this Deponent saith that he knows of the Transferrer Nana Chetty's having sold and Returned to the Defendant Bootal Congadasha for the Use of Captain Hunt and his Purser sundry Piece Goods consisting of Baftahs, Dummetys, Chintz &c sometime in the Year 1761 at a House late belonging to Mr Madeiras in Madras which Piece Goods amounted to about the Sum of two thousand Pagodas something more or less

Nina

Mayors Court at Madrasjapanam

Between Andrew Peter by Transfer of Nauna Chitty Complainant and Bootial Vengadasha Defendant

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

Sheveramah of Madras Merchant aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant on the 30th day of March 1762 Sworn at the Office of Mr William Cranwell Attorney for the Defendant by Tomacapa who left a Note of the Name Title and place of Abode of the said Sheveramah 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 Years the Defendant also 10 Years and the transferrer Nauna Chitty 10 or 12 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he does know of the transferrer Nauna Chitty having sold and delivered Sundry Piece Goods Viz Betelachi White hand kerchiefs and some Cambarins &c to the Defendant Bootial Vengadasha for the Use of Captain Brent and his Purser at a House late Mr Maduroo in Middle Gate Street but the Sum to what the said Piece Goods amounted to he cannot tell, nor does he Particularly Remember the transactions that passed between the transferrer Nauna Chitty and the Defendant This Deponent saith that he also sold some Piece Goods to the Defendant for the use of the said Captain George Brent and his Purser which was the Reason how he came to the Knowledge of this Affair

4th ..... To the fourth Interrogatory this Deponent saith that he does not know any thing more Material for the Complainant in this Cause

SWORN

Richard Latham
Examiner

Interrogatories to be Administered to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Defendant in a certain Cause Wherein Andrew Peter is Complainant and Bootial Vengadasha is Defendant

To all the Witnesses ..... Do You Know the Parties Complainant and defendant in this Cause if Yea how long have you so Known them or either of them and which of them Declare?

To Sheragah ..... 2d ..... Do you Know or do you not Know if ever the Defendant

did not give his Consent to the Receiving of Goods on Barter from George Ehrd, if yea
what day and what Month and in what year and what Person or Persons were Present
at the Transferrers Giving his assent to the accepting of them and what Goods were
they to be and what time were they to be Delivered unto the Transferrer and by
whom and for what amount and for what Goods, and where the Transferrer did
give his Consent to accept of them to the best of your Knowledge and belief Particularly
by Declare

Shanmogam Q.....Do you Know or do you not Know if ever the Transferrer made his
Complaint to any Person or Persons against the Defendant if yea to what Person or
Persons and what day and what Month and what year and what were the
Purport of the said Complainant and in what manner was it Determined and
by what Person or Persons and what Day and what Month, and what year was
it so Determined to the best of your Knowledge and belief Particularly Declare

To Thanga Ellapa Mootea and Shanmogam .....10.....Do you Know or Do you not Know if ever the Defendant made a
tender of any Goods to the Transferrer if Yea, what Goods were they and what
day and what Month and what Year and where did the Defendant tender
them and in what manner and on what account and what the Transferrer said
when the Defendant tendered the same and what Person or Persons were Present at
the time the Defendant tendered the same unto the Transferrer to the best of
your Knowledge and belief Particularly Declare

To Peragah Ellapa and Mootea .....11.....Did you or Did you Not receive any Goods from Defendant in
lieu of those Goods you Bartered from George Ehrd Commander of the Ship
Hawke if Yea what Day and what Month and what year and on what
Account and in what manner, and what were they and for what amount and
where did you Receive them the whole you Know touching this Affair from
the beginning to the End Particularly Declare

To all the Witnesses 12th.....Do you Know of any thing more Material for the Defendant
in this Cause if Yea Declare the same as if Particularly Interrogated

William Cranwell
Attorney for the Defendant

Queens Court at Madraspatnam

Between Andrew Ehr by Transfer of Thina Chitty Complainant and Bootcal Singadasha Defendant

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

Deponent and all the said Merchants to that sold Goods to Captain George Hunt were present and that the Transferrer Nona Chitty refused to take those said Goods the amount of which this Deponent does not Remember but deserved to be paid in Money according to his agreement with Captain George Hunt upon which the Defendant told the said transferrer Nona Chitty that he must either receive those said proffered Goods or not be paid at all for that the said Captain George Hunt had deceived him the Defendant in not acquainting him of his agreement with the transferrer as he had given him the Defendant directions to pay the Transferrer Nona Chitty with those said Goods

the 11 To the eleventh Interrogatory this Deponent saith that he did Receive Goods from the Defendant at his the Defendant's House according to the Deposition here above given to the third Interrogatory

the 12 To the twelfth Interrogatory this Deponent saith that he had heard that Condeo Chitty was was willing to give Captain George Hunt 30 p Cent Profit on his Gold and Silver Lace upon which the Transferrer Nona Chitty went with the Defendant to the said Captain George Hunts House and made an Agreement to allow him 30 p Cent Profit on the said Gold and Silver Laces the amount of which was to be paid by the transferrer Nona Chitty to the said Captain George Hunt in Piece Goods and more answereth not to any particulars enquired of him in the course of these Interrogatories

Fus 137

Richard Latham
Examiner

Mayors Court at Madrasspatnam

Between Andrew Peter by Transfer of Nona Chitty Complainant and Protest Vengadasha Defendant

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

Ellapa of Madras Merchant aged 30 Years or thereabouts being produced as a Witness this Cause on the part of the Defendant was on the 28th day of March 1763 shewn at the Office of Mr William Bishop Attorney for the Complainant by Conacapa who left a Note of the Name Title and Place of abode of the said Ellapah 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 for 8 Years and the Defendant 10 Years or thereabouts.

2d ..... To the second Interrogatory this Deponent saith that he does Remember of the defend and having served Captain George Captain Brent on the Capacity of a Dubash but how long he cannot tell

3d ..... To the third Interrogatory this Deponent saith that he does Know of Captain Brents buying and selling Goods that he bought of this Deponent Muslins and same other Piece Goods to the amount of about five Hundred Pagodas (500) two years ago or thereabouts at a House late Mr. Maduras in middle Gate Street for which said Piece Goods he Received Broad Cloth Gold thread and Brasses for mounting Barrauce to the value of more than five hundred Pagodas (500) which overplus this Deponent Repaid back again in Ready Money

4th ..... To the fourth Interrogatory this Deponent saith that he does know of Captain Brents barbering Goods as mentioned in the 3d Deposition to the third Interrogatory but nothing more

5th 10 ..... To the tenth Interrogatory this Deponent saith that he does not know any thing Particular in answer to it

6th 11 ..... To the eleventh Interrogatory this Deponent saith that he did Receive from the Defendant after Captain Brent was gone Goods in Barter viz. Broad Cloth Gold thread Brasses for mounting Burnous to the Value of more than four hundred (500) Pag.s in exchange for those Piece Goods he had sold to Captain Brent amounting to 500 Pagodas at the Defendants house

7th 12 ..... To the twelfth Interrogatory this Deponent saith that he does not Know any thing more particular in this Cause.

Richard Latham
Examiner

Mayor's Court at Madraspatnam

Between Andrew Peter by Transfer of Nina Chetty Complainant and Rachal Singaracha Defd

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

Shunmogan of Madras Conceipt aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 28 day of March 1763 Sworn at the Office of Mr. William Dickens Attorney for the

mentioned in the Deposition to the 5th Interrogatory that they must likewise accept Goods in Barter for what they had sold, which they at first Refused saying they had agreed with Captain Thent to dispose of their Goods only to him for Ready Money but afterwards some agreed to do so, and took away the Goods offered in Barter, but what the others did he cannot tell nor does he Know particularly who they were that accepted the Defendants Proposals

Qr 1 ..... To the seventh Interrogatory this Deponent saith that he does Remember of the Defendants having delivered to the Transferrer Nina Chitty some Gold and Silver Lace To Rama Chetnath Partner to Ellapa some Cochineal while Captain Thent was here on Barter for piece Goods which they had sold to his Master and that after he was gone the Defendant offered the Goods to the other Merchants as mentioned in the Deposition to 6th Interrogatory

Qr 8 ..... To the eighth Interrogatory this Deponent saith that he does Remember of the Transferrer Nama Chittys having agreed to Receive goods in Barter from Captain George Thent same time in 1761 This Deponent and Defendant were present at the making of the Agreement which goods were to be Gold and Silver Lace to the amount of eleven hundred and eighty (1180) Pagodas and odd and to be delivered to him two or three Days after making the said Agreement

Qr 9 ..... To the Ninth Interrogatory this Deponent saith that he does know of the Transferrer Nina Chittys in August or September 1761 making a Complaint to Mr Ardley of the said Defendant that he owed him Money and that this Deponent was sent for by Mr Ardley who asked him whether Captain Thent had ordered the Defendant to pay the transferrer Nina Chitty in Ready money and that this Deponent said there was no such Order given by Captain Thent but any thing more particularly or what was determined about it at that time this Deponent does not Know

Qr 10 ..... To the tenth Interrogatory this Deponent saith that he does know of the defendants having tendered to the transferrer Nina Chitty after Captain Thent was gone from here Gold and Silver Thread and other goods for the Ballance of Piece Goods he had sold to the said Captain Thent to the value of two thousand (2000) Pagodas and had only Received in Barter gold and silver lace to the amount of eleven hundred and Eighty (1180) and odd Pagodas and that the Transferrer Nina Chitty told the Defendant he would not accept of the said Gold and Silver Thread but asked for Money according to his Agreement with Captain Thent This deponent and some other People whom he does not Recollect were present when this tender was made at the Defendants House as he thinks

Qr 12 ..... To the twelfth Interrogatory this Deponent saith that he does not Know any thing more particular on this Affair

Richard Pattison

Examined

Mayor's Court at Madraspatnam } Tuesday the 25th day of January Anno Domini 1763

Present

Thomas Sowney Esquire Mayor
Claud Russell ——— Peter Marriette
John Delonaire ——— James Hay &
George Baker ——— Aldermen

Mayor's Court

Between Andrew Piter of Madras Writer Complainant and Pookal Vengadasha also of the same Place Dubash Defendant

This Cause coming on to be heard and Debated this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with an Account Current annexed The Defendants Answer with two Lists of Goods and two Accounts Current annexed the Replication The Rejoinder The Interrogatories and Depositions on the part of the Complainant The Interrogatories and Depositions on the part of the Defendant On Hearing the Pleadings made use of by the Attornies and on due consideration had thereon It Appearing to the Court that the Obligation for Seventy Eight Pagodas under date the 18th day of June 1760 hath been fully Discharged with the Interest due thereon, and with Regard to the Charge for an Account of Sundry Goods sold by the Complainant to Captain George Brent the Court are of Opinion that the Defendant can only be Looked upon as a Dubash or Broker to the said Captain George Brent and therefore cannot be made Answerable for the same The Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill shall stand Dismissed with Costs

Per Curr

30

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 he Decreed to pay unto your Orator the said Sum of one thousand Pagodas with all Interest as now is or hereafter may become due together with his Damages occasioned by the detention of the said Debt and all Costs of this Suit

May it Please this Honorable Court to Cause the said Dufsamanboose Moorlenaidy Chitty Ravanapah Chitty Yerrama Chitty and Chacha Chetla Chetty 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 Honorable 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

Chas. Bromley
Attr. Complainant

Mayor's Court at Madraspatnam

Tuesday the 31st day of January Anno Domini 1764.

2.8

Present
Thomas Mounsey Esquire Mayor
Peter Marriette — John Whitehill &
George Baker — Aldermen

Mayor's Court

Between John Smith late of Madras Merchant by his Attorney David Russell of the same place Esquire Complainant and Dufsamanboose Moonnaidy Chitty Ravanapah Chitty Yerrama Chitty and Chacha Chetla Chitty also of Madras Merchants Defendants

The defendants being in Court and acknowledging the justness of the Complainants demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the defendants shall

pay

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 Cranwell
Attorney for the Complainant)

The 12th of June 1755

I Caimie Chitty Son of Sondy Vallayande Chitty do hereby acknowledge to have Borrowed and Received from Sinda Veeraque Naick the full and just Sum of One Hundred and sixty Pagodas Current Money of Madras which Sum I promise to pay on Demand at the Rate of Nine p Cent per Annum Drawn by Tamby Ramonah

Signed
Irnisaccandie Puramosivan by mans
of Caimie Chitty Son of Vallayande

A True Translation as near as can be from the Original by Comacapah Sworn Interpreter

William Cranwell
Attorney for the Complainant

I Madava Naick the Son of Sinda Veraque Naick of Madras Inhabitants do hereby Certify to have Transferred and made over and by these Presents do transfer and make over the Ballance of the above Obligation being the Sum of One Hundred and Ninety four Pagodas Nineteen Fanams and sixty one Cash unto Peter Pasmier of the said Place Inhabitant with all my Right and Title to the said Obligation Given unto me by Caimie Chitty the Son of Sondy Vallayande Chitty also of the same place Merchant for the full and just Sum of One hundred and Sixty Pagodas, Current Money of Madras paid me in hand by the said Peter Pasmier and I do hereby acknowledge to have Received the said Sum of One hundred and sixty Pagodas from the said Peter Pasmier for and in Consideration of the said Obligation by this my Voluntary Transfer to be justly due and Payable to the said Peter Pasmier his Heirs Executors and administrators or Assigns, and by these Presents I do impower the said Peter Pasmier to Sue for, and use such means the Law allows off, for the Recovery of the said Sum of One Hundred and Ninety four Pagodas Nineteen Fanams, and sixty one Cash as Witness my hand on Fort St George this Eleventh day of July in the Year of our Lord one thousand seven hundred and Fifty three — Witness

34

Mayor's Court
at
Madrasapatnam

Tuesday the 31st day of January
Anno Domini 1764

21

Present
Thomas Pomney Esquire Mayor
Peter Marsette — John Whitehill Esq
George Baker — Aldermen

Between Peter Pasamar
of Madras Inhabitant Coxsplain-
ant and Canoe Chitty also of
the same place Inhabitant
Defendant

Mayor's Court

It Appearing by the Records of this 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 One Hundred and Ninety four Pagodas nineteen fanams and sixty one Cash 194 Pagodas 19 fan 61 cs together with all such Interest as more is or hereafter shall become due thereon untill full Payment is made also all Costs of this Suit

By Court

Read and filed
31st January 1764

To the Honorable the Mayors
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Peter Pasamar of Madras Inhabitant that Calamahala Pasachaun of Saint Thome Merchant stands endebted unto your Orator by Virtue of a transfer Obligation (a Copy whereof is hereto annexed for the inspection of this Honorable Court) in the Sum of twenty one Pagodas for Principal and Interest due on the said Writing Obligation which said

Pasamier a house in the Choultry Street on the South side West on Veeriahs Godown East on Venkatah Veeriahs House for which one Moolah Calumahlu Bafsaham in an Obligation has given as a Security for 20 Pagodas and Interest for which I have sold the same to Peter Pasamier for Sixteen Pagodas Witness Paunter Vellapah Moodeliar, Mummonah Veeraboly Moodeliar drawn by Vanahcon Cundapah

his
of + Pallee
mark

A True translate from the Originals the written Obligatory from the Gentoo and the transfer from the Malabar by Conacapah Sworn Interpreter

Charles Bromley

Mayor's Court at Madraspatnam

Tuesday the 3rd day of February Anno Domini 1756

L.S.

Present

Thomas Pownall Esquire Mayor
Lionel Russell — Peter Marriette
John Debonnaire — John Whitehill
Thomas Hetsall — George Baker
& Alexander Davidson Aldermen

Mayor's Court

Between Peter Pasamier of Madras Inhabitant Complainant and Calamahlu Pasatham of Saint Thome Merchant Defendant

The Defendant being in Court and acknowledging the justness of the Complainants Demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of twenty six Pagodas (Pagodas 26 R) together with all such Interest as now is or hereafter shall become due thereon until full Payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit

Mr Cur

Translate of an Obligation as near as can be from the Original Gentoo, by Coneeapa Swamy Interpreter

January 21st 1755

I Gurudaredy Audapah do hereby acknowledge to have Borrowed and Received from Londavadu Chocapa Moodeliar the Sum of two Hundred and fifty (250) Star Pagodas and I do hereby Promise to pay the principal with Interest at the Rate of seven and a half per Cent per Annum on Demand. Witness Munegaroo Tola Narsia and Londa Goodala Cundy Chitty, and drawn by Audapah

(Signed) Audapah

A Copy of a Transfer

I Londavadu Chocapa Moodeliar do hereby assign and make over to Mrs Frances Mary Munro for a valuable Consideration now Received of her, all my Right and Title to an Obligation bearing date the twenty first day of January in the Year one thousand seven hundred and fifty five Granted to me by Gurudaredy Audapah for the full and just Sum of Two Hundred and fifty Pagodas with Interest from the Date thereof at the Rate of Seven and a half per Cent per Annum. Witness my Hand set hereto in Madras this 15th of February 1762.

Witnesses
Moodu
Narrain

(Signed) Londavadu Chocapa Moodeliar

Richard Pyke
Attorney for the Complainant

Partners amongst there in part of Payment of their Debts and Verbally agreed not to molest this Defendant or his Partners for the Remainder of their Dividends untill they should be able to discharge the same, and this Defendant further sets forth that he was only indebted unto Sondawadu Chocapah Modaliar the Sum of one Hundred and seventy one Pagodas when this Defendant and his Copartners became insolvent and the said Sondawadu Chocapah Moodeliar verbally agreed with this Defendant to Receive the same in such small Sums as this Defendant should be able to pay him and accordingly this Defendant has paid the said Sondawadu Chocapah Moodeliar several small Sums which are inserted in the account Current marked Letter A as like this Defendant and his Partners did unto their other Creditors and this Defendant further sets forth that he and his Copartners are still insolvent and not able to Satisfy all their Creditors, This Defendant further setsforth that the Complainant did never demand Payment of the aforesaid Sum of two Hundred and fifty Pagodas in an amicable manner nor any otherwise for if the Complain= =ant had Requested Payment from this Defendant he this Defendant would have convinced Her that he owed Sondawadu Chocapah Moodeliar only the Sum of One Hundred and twenty five Pagodas, twenty three Fanams and five Cash

All which matters and things this Defendant is Ready to aver maintain and Prove as this Honorable Court shall direct and humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained.

William Crannwell
Solicitor for Defendt

No 2 — Sondawadu Chocapah Moodeliar — Cr

In Account Current with Gundawedy Sudapah

A

1756				1756			
May	8	To Cash	10 " "	Feb 1	By Cash as p Obligation	250 " "	
June	28	To Do	5 " "		Deduct one Pagoda which		
July	12 7	To Gildue Polly Chilly assigned	5 " "		was not Paid	1 " "	
Augt	11	To Cash	5 " "				
Novr	1	To Do by the means of your Brother Phillo Naicken	4 " "				
	14						
	29	To Cash	2 " "				
Decr	10	To Do	2				
		Carried Over Pagodas			Carried Over Pagodas	249 " "	

42

Read and Filed
15th February 1814

Replication Amended

of Frances Mary Monroe of Madras Fabian Widow Complainant to the Answer and Rejoinder of Quendaddy Pudapah of Madras aforesaid Inhabitant Defendant

This Replyant now and at all times hereafter saving and Reserving to herself all and all manner of Advantages and Benefit of Exception to the many Errors and Insufficiencies in the Defendants Answer to this Replyants Bill of Complaint as also to the Defendants Rejoinder to this Replyants Replication which are many Respects is very contrary imperfect and insufficient in the Law to be Replyed unto

This Replyant further saith that by some few Literal Mistakes and Bad Translates of her account Current annexed to her Replication she humbly Prays in order to illustrate and make Obvious to this Honorable Court the justness of this Replyants Demand an amendment of her Account Current in her said Replication by the Account Current hereunto annexed to this her amended Replication to Evince to this Honble Court that the Defendant by a translate of his Obligation annexed to this Replyants Bill of Complaint stands indebted to this Replyant in the full and just Sum two Hundred and forty Nine Pagodas principal money and Interest Money at a Rupee and a half per Cent per Mensem on the further sum of three Pagodas two fanams and thirty Cash Remaining due thereon to the fifteenth Day of February in the year of our Lord one thousand seven hundred and thirty three This Replyant further saith she humbly refers unto the Papers by this Replyant already filed in this Honble Court subject never the less to the Correction of the Account Current hereunto annexed and Exhibits material sufficient to evince to this Honble Court that the Defendant stands justly indebted to this Replyant principal and Interest Money in the full Sum of two Hundred and fifty two Pagodas five fanams and thirty Cash

And this Replyant further saith all which Matters and things this Replyant is ready to aver maintain and prove as this Honble Court shall direct and Humbly Prays as in and by her said Bill she has already Prayed

William Bishop
Attorney for the Replyant

425

Read and filed
12th April 1762.

The Amended Rejoinder of Gundavady Audiapah of Madras Inhabitant Defendant to the amended Replication of Frances Mary Myers of Fort Saint George Inhabitant Complainant

This Defendant now and at all times hereafter saving and Reserving to himself all manner of Benefit and advantage of Exception to the many Errors untruths imperfections and Insufficiencies in the said Replication Contained saith that all and Singular the matters and things in this Defendants Answer are Certain true and Sufficient in the Law to be Replyed unto, and this Defendant further saith that he is not indebted unto her the Replyant in the sum of two Hundred and forty nine Pagodas, Principal money nor in the further Sum of three Pagodas two fanams and thirty Cash But this Defendant acknowledges that he is indebted unto the transferrer Sondavadu Chocapah Moodeliar in the full and just Sum of One Hundred and twenty four Pagodas, twenty three fanams and five Cash, and no more as is already Setforth in this Defendants Answer and his former Rejoinder This Defendant says that he cannot help expressing his great Surprize at the unnecessary trouble the said transferrer Sondavadu Chocapah Moodeliar hath given her the Replyant in his Accounts for when the said transferrer Sondavadu Chocapah Moodeliar did assign and make over his Right and Title unto her the Replyant it was only for the Sum of two hundred and fifty Pagodas and upon this Defendants delivering his Answer into this Honble Court, the said transferrer Sondavadu Chocapah Moodeliar did judge it necessary to deliver an Account Current to the Replyant and which was annexed unto her the Replyant the Replication wherein the said Sondavadu Chocapah Moodeliar did make the Ballance due to him the said transferrer Sondavadu Chocapah Moodeliar from this Defendant the Sum of two Hundred and fifty Pagodas, twenty three fanams and five Cash which varied from the transferrer twenty three fanams and five Cash, and when this Defendant did file his Rejoinder to the Replication here Given into this Honble Court by the Replyant a Court Day or two afterwards her the Replyants Attorney Prayed leave from this Honble Court to amend her Replication as there was some few mistakes in her Account Current annexed unto Her Replication which was accordingly granted unto her the Replyant by this Honble Court and in the ammended Account Current of the said transferrer Sondavadu Chocapah Moodeliar he the said transferrer maketh the Ballance due to him from this Defendant the Sum of two Hundred and fifty two Pagodas, two fanams and thirty Cash which also makes a difference of one Pagoda and twenty two fanams and twenty five Cash, though

and fifty Cash all which is a strong and Convincing Proof that the said Sundaradu Chocapah Moodaliar that his Accounts are very imperfect and irregular and the Defendant humbly begs Permission of this Honble Court to lay before them one or two Circumstances more which greatly affects and this Defendant and are as follows

That the said Sundaradu Chocapah Moodaliar did make a Verbal agreement with this Defendant on or about the eighteenth day of September which was in the year of Our Lord one thousand seven Hundred and eighty one when this Defendant and the said Transferrer Sundaradu Chocapah Moodaliar did adjust and Ballance their Accounts that He the said Transferrer Sundaradu Chocapah Moodaliar would not Reckon nor insist on any Interest on his account, Pursuant to his former promise which the said Transferrer Sundaradu Chocapah moodaliar has not accomplished, But he the said Transferrer Sundaradu Chocapah moodaliar has done the Reverse in the amended Account Current by inserting in his accounts the Interest as well as the Principal notwithstanding he did Solemnly protest against it and has little Credit can be given to a Person who finds it so easy to Lay and unway the same things and this Defendant further saith that the said Transferrer Sundaradu Chocapah Moodaliar hath in his said amended Account Current omitted many material things and of great Consequence to this Defendant therefore this Defendant has taken the Liberty to acquaint this Honble Court that the said Transferrer Sundaradu Chocapah Moodaliar hath not given this Defendant Credit for the Interest on the several sums which this defendant has paid them at different times which as the Defendant humbly Conceives his indespensable Business to do.

All which matters and things this Defendant is Ready to aver maintain and prove as this Honble Court shall direct and humbly prays soon and by his said Answer he hath already Prayed

William Cranmell
Attorney for the Defendant

Interrogatories to be administered to such Witnesses as shall be Produced sworn and Examined on the part and behalf of Frances Mary Munro by Transfer of Sundaradu Chocapah is Complainant and Gundavadu Sudapah also of Madras aforesaid Inhabitants is Defendant

To all the Witnesses ... Day of ... Between the Parties Complainant and Defendant and

Mayor's Court at Madraspatnam

Between Pramies Mooty Naiko by transfer of Sudavada Chocapah Complainant and Gundavada Sudapah Defendant

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

A Narsar of Madras Broaming aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 18th day of May 1762 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Comacaja who left a Note of the name Title and Place of abode of the said Narsar and afterwards on the same Day being sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 12 Years and the Transferrer twenty years or thereabouts

2 To the second Interrogatory this Deponent saith he does know of a certain Obligation being Given by the Defendant to the transferrer and further deposeth that the Bond now Produced and shewn to him is the said Bond and that he the Deponent is a Subscribing Witness thereto by which means he came to have a perfect knowledge of this Affair

C To the sixth Interrogatory this Deponent saith that the Defendant when he Borrowed the money said Promised to Repay the Principal with Interest but on his becoming a Bankrupt denied being accountable for any Interest and also further adds that more than 6 Months ago the transferrer gave to save him this Deponent a Broken Gold Earring to carry to the Defendant to get mended besides which a Golden Cogue pearl of Varriane Head Dress in which the transferrer Traded to the Defendant for two Pagodas and that about two Months since the Defendant sent back the said Cogree and three Pagodas and said for reasons the valuation of the above said broken Earring which the transferrer would not Receive as he had Lost the Defendant in dispute and more this Deponent answereth Not

Richard Latham

Examiner

No 2,025

Title and place of abode of the said Chapd Moodliar and afterwards on the same
Day being sworne and Examined deposeth as follows.

1st ..... To the first Interrogatory this Deponent saith he knows the Complainant only by sight but that he has been acquainted with the Defendant 8 Years and the transferrer 20 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith he did at the Request of the transferree go with him to the House of the Defendant and there took from him a particular account of the several Payments made by the Defendant to the transferrer and further deposeth that the transferrer was satisfied and accepted the same

Qua Shede

6th ..... To the sixth Interrogatory this Deponent saith that the next day after his making out the above account the Transferree desired him to calculate the Interest accruing from the Principal owed to him by the Defendant which he did and more answereth not

Richard Lathom

Examiner

DW Hall

The Deposition taken to the 4th Interrogatory was Dictated by Order of Court

J. M. Hone

Regr

Mayor's Court at Madraspatnam

Between Frances Mary Munro by Transfer of Sundarada Chocopah Complainant and Gundaroo Sudapah Defendant

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

Coopee Chitty of Sriniver Merchant aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 18th day of May 1763 sworn at the Office of Mr William Cranmell Attorney for the Defendant by Canacopiah who left a Note of the Name Title and Place of Abode of the said Coopee Chitty and afterwards on the same Day being Sworn and Examined deposeth as follows.

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 10 Years and the transferrer for 5 Years or thereabouts

5th ..... To the fifth Interrogatory this Deponent saith he is not acquainted with

the whole you Know touching of this affair from the beginning unto the end
Particularly Declare

To Mangama Soontta Narcia } 5th Did the transferrer Sondavadu Chocapah Moodelier or did he not ever send you with a Message to the Defendant promising this Defendant time for the payment of the Ballance of his Obligation if yea what answer did the Defendant Return to the Message you Brought him and what time did the transferrer Sondavadu Chocapah Moodelier give the Defendant for to pay them and how and in what manner was the Defendant to pay the Ballance due to the transferrer Sondavadu Chocapah Moodelier and what Day what month and in what year was it that transferrer Sondavadu Chocapah Moodelier promised the Defendant to give him time for the Payment of the Ballance due on his Obligation the whole you Know touching of this affair from the beginning unto the end Particularly Declare

Ditto 6th Did the transferrer Sondavadu Chocapah Moodelier or did he not ever acquaint you that the Defendant had paid him some money if yea what Sum or Sums of Money did the transferrer the said Sondavadu Chocapah Moodelier say he had Received from the Defendant and what Day and what month and in what year did you tell your this and declare to the best of your Knowledge and belief Particularly Declare

Ditto 7th Are you or are you not acquainted with the Defendants sending back the Pledge he had in his Custody belonging unto the transferrer Sondavadu Chocapah Moodelier if yea what Goods and what was it pledged and what Person or Persons were they or they that Carried it and on what day what Month and in what year was it sent to the transferrer the said Sondavadu Chocapah Moodelier Received it or did he not the whole you Know touching of this Affair from the Beginning unto the end Particularly Declare

8th Do you Know of anything more material for the Defendant or this Cause if yea Declare the Same as Particularly Interrogated

William Cranwell
Attorney for the Defendant

Sworn before me at Fort St George the 5th day of February 1754
Wm Wilkins

of the Defendant, was on the 29th day of June 1763 shown at the Office of Mr William Bishop Attorney for the Complainant by Covacajah who left a Note of the name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 12 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith he doth know that the Defendant was in Partnership with his uncles Gundavarry Soubiah, Gundavarry Ramana, Satchana and Chinchiah, at the time his said uncles became insolvent on account of Losses they had sustained but what time that was, he this said Deponent does not Remember

5th ..... To the fifth Interrogatory this Deponent saith that he was sent by the transferrer Sondarada Chocajah Moodeliar with a Message to the Defendant promising the said Defendant time, but not mentioning how long so that he might be enabled to pay off little by little the Ballance of his obligation in answer to which message the aforesaid Defendant Replyed he had already Paid a great deal of it and should never be able to discharge the Interest, how long it was ago since this happened he this deponent doth not Recollect and more doth not to this Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith that the transferrer did tell him, the Defendant had paid him half the Sum or thereabouts which he was indebted to him the said transferrer and more this Deponent cannot ascertain to this Interrogatory

7th ..... To the seventh Interrogatory this Deponent saith the Defendant did send by him to the transferrer, one Copper part of a Womans head Dress and three Pagodas and odd fanams the Value of some Gold which the said Defendant had Received together with the Copper as a Pledge from the transferrer and this Deponent further deposeth that the transferrer would not take them and more answereth not Particularly to this or to the last Interrogatory

Richard Sathorn

Examiner

Sworn the 29th June 1763 before me

Richard Stratford Esqr

56

Read and Filed
19th October 1762

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaineng Sheweth unto this Honble Court your Orator John Farley of Madraspatnam Victualer that Whereas Villaudum of Madras aforesaid Weaver stands indebted to your Orator in the full and just Sum of three Hundred and forty Pagodas Eighteen fanams and fifty Cash making in Sterling money of Great Britain the Sum of One hundred and six Pounds three Shillings and ten Pence Farthing or thereabouts as well more full and at large appear by the account Current with transfer thereof hereunto annexed for the Inspection of this Honble Court to which your Orator humbly Refers and prays the same may be admitted as part of this your Orators Bill of Complaint

But now so it is may it please this Honble Court although your Orator hath frequently and in an amicable manner demanded payment of the said Sum of three Hundred and forty Pagodas eighteen fanams and fifty Cash from the said Villaudum that he the said Villaudum willfully and obstinately Refuseing 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 Equitable and agreable to good Conscience

To the End therefore that the said Villaudum may upon his Corporal Oath full 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 hereagain Repeated and Interrogated and he Decreed to pay unto your Orator the aforesaid Sum of three Hundred and forty Pagodas eighteen fanams and fifty Cash together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

May it therefore Please this Honble Court to cause the said Villaudum to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court prefixt and appointed and then and there to Answer this your Orators Bill of Complaint and further to Abide to and abide such Order and Decree therein as to this Honble Court shall Seem Meet

William Bishop
Attorney for the Complainant

58

Read and filed
7th December 1762

The Answer of Villaudum of Madras Weaver Defendant to the Bill of Complaint of John Parker of the same place Victualler Complainant

This Defendant now and at all times hereafter saving and Reserving to Himself all and all manner of Benefit of exceptions to the many Errors uncertainties and untruths in the said Bill contained for answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto this Defendant answereth and saith that he is in no wayes indebted to the Complainant as set forth by him in his Bill of Complaint nor has he any Knowledge of the Transactions recited in the Account Current annexed to the said Bill but what most materially concerns this Defendant to set forth to this Honble Court is that he denyes that he is the Heir of his deceased Brother as set forth by the Complainant for this Defendant alledges that there are three Brothers of the deceased elder than Henry and that the Deceased had two Male Children the youngest of whom has taken the management of his Fathers affairs upon him and this Defendant affirms that he has never Inherited any part of the deceased Estate as to the Account Current annexed to the Bill this Defendant being Ignorant of the transactions therein set forth he cannot particularly Answer to them had the Complainant any Right to call upon him so to do But in order to induce this Honble Court to a belief that the said Account is fictitious this Defendant set forth that several of the Articles therein Recited are dated since the decease of the said Thiruchellum who departed this life on or about the twenty fifth day of February in the year of our Lord one thousand seven Hundred and forty three this Defendant denyes that the Complainant ever demanded Payment of his Demand of this Defendant which had he done this Defendant should have been able to Convince him of the Insufficiency of the said Demand which this Defendant much doubts of the same being Bonefide Transferred to the Complainant

All which matters and things this Defendant is Ready to aver maintain and prove as this Honble Court shall direct and humbly Prays to be hence dismissed with his Reasonable Costs and Charges on his Behalf most wrongfully Sustained

Ireton & Palmer
Attorney for the Defendant

This Replyant saith for the that on or about the third day of June in the Year of our Lord one thousand seven hundred and forty two the said Deceased Arnachellum and one Condapah engaged to Contract with the Honble Company to Supply them with handkerchiefs and entered into a penal Agreement Obligatory to fulfill their said Contract a translate thereof is annexed to the Replication of this Replyant for the Inspection of this Honble Court

This Replyant saith that the said deceased Arnachellum during his natural Life complyed with his said Contract with the said Honble Company and settled his Account with the transferrer Armoga Chitty on which Settlement a Ballance appears due to the transferrer of this Replyant as set forth in this Replyants Bill of Complaint and this Replyant saith that on the transferrers demand of his Ballance of the said Contract he the said Condapah acquainted the transferrer that the said deceased Arnachellum Brother to the defendant had mortgaged his House Bill of Sale and Received thereby five Pagodas on account thereof and that the said deceased Arnachellum had paid to the Mortgagee the Sum of Nineteen Pagodas in part of the said Mortgage and this Replyant saith that the transferrer paid to the Mortgagee the Sum of nine Pagodas Remainder of the said Mortgage whereupon the said Mortgagee delivered up the said House Bill of Sale and Mortgage Bond to the transferrer of this Replyant

And this Replyant saith that the defendant hath many times and before Creditable Persons acknowledged the transferrers Debt as set forth in this Replyants Bill of Complaint to be just and offered to pay the Principal Money thereof to the transferrer which Witnesses when Required this Replyant is ready to produce before this Honble Court

And Lastly this Replyant saith to the truths of the aforegoing Replication and to Refute the answer of the Defendant he is Ready to ever maintain Support and Prove as this Honble Court shall direct and humbly Prays as in and by his said Bill he hath already Prayed

William Bishop
Attorney for the Replyant

3d June 1742 Madras

We Arnachellum Son of Comraja Moodeliar and Condapa Son to Armogan Moodeliar do jointly Give our Contract Obligation

62

Contract recited in the said Replication this Defendant alledges that as he is entirely Ignorant thereof it does not concern him to Reply thereto

In Regard to the Mortgage of the said Premises this Defendant alledges that the said House some time after the decease of his said Brother was mortgaged by his Father to one Nas soo for the Sum of twenty five Pagodas which Sum this Defendant verily believes was paid to the said Mortgagee notwithstanding the Bill of Sale of the said Premises remained in the said Mortgagee's hands, which he this Defendant has since come to the Knowledge of

This Defendant absolutely denyes that he ever acknowledged the Complainants demand due on this defendant to be just as set forth by him or that he ever offered any thing in Satisfaction thereof.

And this Defendant says as in and by his said Answer he has already said and does and will aver all and every matters and things therein Contained to be true as the same is therein and thereby set forth and Expressed

Archdale Palmer
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of John Parsley of Fort St. George Madraspatnam Victualer in a certain Cause wherein the said John Parsley by Transfer of Armoquem of the same place Merchant is Complainant and Villaudum also of Madras aforesaid Merchant is Defendant

To all the Witnesses

1st Do you Know the Parties Complainant and Defendant and Transferrer Armoquam in this Cause or either and which of them If Yea how long have you Known them or either and which of them Declare

2d Do you Know or do you not Know whether the Defendant Villaudum did or did Not take Possession of the Estate and Effects both Real and Personal of his late Brother Deceased

3d Do You Know or do You not Know of any and what Transactions that passed between the Transferrer Armoquem his Deceased Father Seemygalum Comrapah the Defendant Villaudum and his deceased Brother Annachellum the whole you Know and the Reasons of such your Knowledge the same particularly Declare

4th Do you Know or Do you not Know whether or whether not

64

Examiner in this Cause as followeth

Annonally Chitty of Madras Merchant aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 6th day of May 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Conacapah who left a Note of the name Title and place of abode of the said Deponent and afterwards on the same day being sworn and examined Deposeth as followeth

1 ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 15 Years and the Transferrer Arrnoquem 30 Years or thereabouts

2 ..... To the Second Interrogatory this Deponent saith that the Defendant Velladium did take Possession of the Estate and Effects both Real and Personal of his late Brother Arnachellum deceased

3 ..... To the third Interrogatory this Deponent saith that the above said Arnachellum did in his life time together with one Condiapah a Weaver enter into a Contract with the Transferrer Arrnoquem's Father Trivengallum Comrapah now also deceased for to furnish him with three and a half (3½) Corge of fine Red Handkerchiefs at one Hundred Pagodas ℔ Corge and in Consequence of the said Contract did Receive from him the said Trivengallum Comrapah some Money but to what amount this Deponent Cannot tell

4 ..... To the fourth Interrogatory this Deponent saith he knows that Arnachellum deceased late Brother to the Defendant did enter into a Contract with Condiapah to Supply the Honble Company of Merchants trading in the east Indies with 3½ Corge of fine Red Handkerchiefs twenty (20) Pieces were contained in each Corge, and eight (8) Handkerchiefs in every Piece, the price was 100 Pagodas ℔ Corge as agreed to by them with Mr Mose

5 ..... To the fifth Interrogatory this Deponent saith he knows that Arnachellum Deceased did during his life time settle the Contract with the Honorable Company by their Export Master between the said deceased and Condiapah and also did on that Adjustment account with Trivengalum Comrapah likewise deceased late father to the Transferrer Arrnoquem and that a Ballance did arrise thereon in favour of the transferrer which Ballance after Arnachellum's Decease the said transferrer's late Father did make a Demand of from Condiapah Joint Partner with the said Deceased Arnachellum in the above said Contract to which Demand Condiapah Replyed he had no Money, but had mortgaged a House Bill of Sale of the said Arnachellum to one Mootea for twenty five (25) Pagodas which Sum if Trivengalum Comrapah would advance he could Redeem the said Bill of Sale and would then give it to him as a Security for his Ballance and more this Deponent saith not to this or to the last Interrogatory

Richard Latham
Examiner

Nos 1 to 4 & 5 Depositions quashed by Order of Court 21st February 1764

J. Mostyn Reg.r

whom demands Condiapah Replyed he had no money but that he Mortgaged a House Bill of Sale of the said Arnachellum to one Mootea for 25 Pagodas which Bill of Sale was afterwards delivered up to Irevengallum Comrapah as a Security for his Ballance by Candiapah but whether any Money was paid on the delivering up of the said Bill by Irevengallum Comrapah he this Deponent cannot tell and more saith not to this or to the Last Interrogatory

Richard Sathorn
Examiner

No. 2d 4th and 5th Depositions quae Sher
by Order of Court 21st February 1761.

P. McKane
Register

Mayor's Court at Madraspatnam

Between John Parry by Francis for of Armagum
Complainant and Villadum Defendant

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

Mannam Paidie Mootue Comrapah Mondeliar of Madras Convenanter aged 46 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 6th day of May 1760 sworne at the Office of Mr Archdale Palmer Attorney for the Defendant by Comracapah who left a Note of the Name Title and place of abode of the said Mannam Paidie Mootue Comrapa Mondeliar and afterwards on the same day being Sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant but that he has known the Defendant 20 Years and the Transferror Armogam the same time or thereabouts

2 and 3 ..... To the Second and third Interrogatory this Deponent saith that he does not Know any thing Relating thereto

4th ..... To the fourth Interrogatory this Deponent saith he does not Know of such a Contract having been made but that he has lately seen a Bond wherein it appears that such an agreement had been entered into by Arnachellum and Condiapah with the Honble Company

5th ..... To the fifth Interrogatory this deponent saith he cannot answer any thing Relating thereto

6th ..... To the eighth Interrogatory this Deponent saith that he has lived with the Transferror Armogam 18 Years and that 10 Years ago or thereabouts his master sent for the Defendant Villadeurr two or three times for to pay the Ballance

Mayor's Court at Madraspatnam

Between John Parley by Transfer of Armegam Complainant and Vellaidum Defendant

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

Cashana of Madras Poor aged fifty Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 11th day of May 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Canaccapah who left a Note of the Name Title and Place of Abode of the said Cashana and afterwards on the same day being sworn and Examined deposeth as follows

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 10 Years and the Transferrer Armegum 10 Years or thereabouts

To the sixth Interrogatory this Deponent saith he did once by the direction and Order of the Transferrer Armegum demand payment in his Masters, Hires and Transferrers name from the Defendant for what he stood indebted to his said Master the Sum he this Deponent cannot tell but adds that his Orders from the Transferrer were to bring the Defendant along with him if he should not pay the Money for which he accordingly did when the Defendant promised to the said Transferrer that he would satisfie him concerning the said Debt as soon as his Brothers should Come back from the Country this Deponent still further deposes that one Saramany Chetty's late Brother to the above said Transferrer he went several times by his the said Saramany Chettys Orders to demand Payment of the said Debt and that the Defendants excuses to him this Deponent for deferring Payment were always on account of his Brothers being in the Country and more saith not to this or to the last Interrogatory

Richard Lathom
Examiner

Thumb mark of ✕ Cashana

Interrogatories to be Administered to such Witnesses as shall be Produced sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein one John Parley of Madras Victualer is Complainant and Vellaidum of the same Place Weaver is Defendant

To all the Witnesses Imprimis Do You Know the Parties Complainant and Defendant in this Cause or either of them How long have you so Known them or either and which of them Declare

Street with him ever since they were boys, and that to the best of his Remembrance the said Arnachellum has been dead 20 Years or thereabouts also that the said deceased Son is his Heir according to the Rules and Customs of the Defendants Cast, but this Deponent further deposeth that the said deceased Arnachellum died very Poor and that the House the Defendant now dwells in, did originally belong to Hes the said Defendants father and that the present Proprietors of the said House are Thuvaramah Son to the deceased Arnachellum, the Defendant Villaidum and the Defendants two Brothers Mostiah and Serravanmah, who all live in it by themselves, tho' in whose name the Bill of Sale of the said House is drawn out in or who pays the Quit Rent thereof he this Deponent cannot say and more answereth not to this or to the last Interrogatory

Richard Sathorn
Examiner

The mark of O Savar Pillay

Mayor's Court at
Madraspatnam

Between John Parley
Complainant and Villaidum Defendant

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

Connacadencatone of Madras Pacontor aged 50 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 8th day of July 1763 sworn at the Office of Mr William Bishop Attorney for the Complainant by Conacapa who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith that he has known the defendant 25 Years or thereabouts but that he is not acquainted with the Complainant

To the second Interrogatory this Deponent saith that he was acquainted with Arnachellum deceased Brother to the Defendant Villaidum by having lived in the same Street with him from the time they were Boys and that to the best of his Remembrance the said Arnachellum has been Dead more than 20 Years also that the said Deceased Sons are his Heirs according

72



Mootiah and Sarravanamah, who all live and eat together, besides one Chingleray a Weaver, who Rents a Room from them and that the Bill of Sale for the said House is drawn out in the Name of the said Commaraputi the Defendants father also that the present Proprietors of it jointly pay the Quit Rent thereof and more this Deponent saith not to this or to the last Interrogatory.

Richard Fathom
Examiner

The mark of Dowtoon Mutlay

No 2897 — Peddanaigues Pitta —

Mootoo ..... Dr

To Quit Rent for one Year ending this Day	P	3
To Scavengers Duty ..... Ditto	"	2
	Pagodas "	4

Fort St George
August 31st 1758

Charles Bourchier
Rent Gen & Scav

No 3646 — Peddanaigues Pitta —

Mootoo ..... Dr

To Quit Rent for one Years ending this Day	"	9
To Scavengers Duty ..... Do	"	6
	Pagodas "	15

Fort St George
August 31st 1758/9

Richard Fairfield
Rent Gen & Scav

Read and filed
6th December 1763

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaineing Sheweth unto this Honorable Court your Orator John Edwards of Madras Merchant that one Rammanna of the Long Mongilum Country Gomaster stands indebted to your Orator in the Sum of three Hundred Pagodas being the Ballance due upon one Promissary Note or Writing Obligatory bearing date the thirty first day of July in the Year of our Lord one thousand seven Hundred and Sixty three whereby the said Rammana bound himself to pay unto Nellana Moodeliar of Madras Inhabitant the Sum of five Hundred and fifty Pagodas at or before the expiration of the eleventh day of October following as appeareth by a transcript of the said Writing together with the transfer of the said Note from the said Nellanna Moodeliar to your said Orator hereto annexed for the inspection of this Honorable Court which said Sum of three Hundred Pagodas after the Rate of eight Shillings for every Pagoda will amount to the Sum of one Hundred and Twenty Pounds of lawfull Money of Great Britain And Whereas Your Orator hath frequently and in a reasonable manner demanded Payment of the said Sum But now so it May it Please this Honorable Court the said Rammana obstinately and Wilfully 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 agreeable to equity and Good Conscience To the End Therefore that the said Rammana may upon his Corporal Oath true and perfect Answer make to all and Singular the matters and things herein before alledged and setforth as fully and Effectually to all intents and Purposes as if the same were here again Repeated and Interrogated and he Doth to pay unto your Orator the said Sum of three Hundred Pagodas together with all Interest due thereon also all Costs of this Suit May it Please this Honble Court to cause the said Rammanna 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

Charles Bromley
Attorney for the Complainant

76

Mayor's Court
at
Madraspatnam

Tuesday the 28th day of February
Anno Domini 1764.

Present

Thomas Pownes Esquire Mayor
Peter Marsette —— John Delamaire
John Whitehill —— & George Baker
Aldermen

Mayors Court

Between John Edwards of
Madras Merchant Complainant and
Rammanna of the Horry Mongilum
Country Comaster Defendant

It Appearing by the Records of this 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 Three Hundred Pagodas (Pagodas 300 ...) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit

In Curr

78

appointed then and there to Answer and stand to and Abide such Order and Decree thereon as to this Worble Court shall seem Meet

Charles Brownley
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 6th day of March Anno Dom 1764

24

Present

Thomas Pownall Esquire Mayor
David Russell — John Whitehill
Thomas Chelsar — George Baker
Aldermen

Mayor's Court

Between John Swan Smith late of Fort Saint George Esquire by his Attorney Claud Russell also of the same place Esquire Complainant and Anjaley Ramtulliah also of Madras Merchant Defendant

The Defendant being in Court and acknowledging the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and twenty three Pagodas twenty four Fanams and forty Cash Pagodas 323 : 24 : 40 together with such Interest as money in Bear after shall become due thereon according to the Tenor of the Obligations sued for also all Costs of this Suit

Court

80

Translate of an Obligation as near as can be from the Original by Comeyah sworn Interpreter

William Cranwell
Attorney for the Complainant

January the 15th 1758

I Venkatchramon Son of Chelliyoppyen Venkatah Shetnah Chilly do hereby acknowledge to have Borrowed and Received from Sevvoramah Pillah Son of Veraque Pillah, the full and just Sum of eight Hundred (800) Star Pagodas, and do hereby promise to pay the principal with the Interest at the Rate of seven and a half per Cent per Annum on Demand; drawn by Venkatah Ramnow

Witnesses
Moodu Son of Davayseeramy
Sudapah

(Signed) Venkatah Ramnow

82

Read and filed
7th September 1762

The Answer of Vencata Ramah of Madrass Merchant to the Bill of Complaint of Edward Saxe of the same place Merchant

This Defendant now and at all times hereafter saveing and Reserveing to himself all and all manner of Benefit of Exception to the many Errors uncertainties and untruths in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto he this Defendant answereth and saith that he is not indebted unto the Complainant in the sum of Four Hundred and forty seven Pagodas and thirty three fanams as set forth by the Complainant But this Defendant admits that he is indebted to the Complainant in the Sum of three Hundred and twelve Pagodas principal without any Interest whatever But this defendant denyes that any part thereof was due to the Complainant at the time of the filing the said Bill of Complaint or that any part is due at this time in order to explain the Merits of this Defendants case to this Honble Court he prays the attention of this Honble Court to a faithfull Narrative of the following particulars

This Defendant by the late invesing of this place by the french became so great a sufferer by losses occasioned thereby that he became insolvent and unable to satisfy his Creditors who believing the truth of this demanding the Payment of their debts of this Defendant the most part of them held a meeting in the Presence of Virapah Naick Ram Chander Naick Mundal Verago and Narrapa Naick four Merchants of Madrass where they made an Estimate of this Defendants outstanding debts exclusive of the Interest due on them and in consideration of this Defendants unavoidable misfortune drew out a Letter of Licence in favour of this Defendant inserting therein and excepting for Payment thereof to Receive yearly of this Defendant twenty five pr Cent on the said principal Sums amongst which was the Demand of the Complainant which is part of an Obligation due to the Brother of Kundapilla the Person that transferred the Demand to the Complaint being the Sum of three Hundred and fifty Pagodas as will appear upon Reference to a translate of the said Letter of Licence for the inspection of this Honble Court

humbly

84

Translate as near as can be of a Letter of Licence

To all Gentlemen it may Concern that we Agram Thombiapah Moodliar Satur Ramiapah Naic, Muthu Vasy Pholainga Chitty, Comapah Ram Chitty, Ellapa Chitty, Vaslinga Comrapah Chitter and Condapulla the Brother of Servam Pulla Creditors of Vencat Ram Chitty the Son of Vencata Chetna Chitty Send Greeting whereas the said Vencat Ram Chitty is and standeth indebted unto the said Agram Thombiapah Moodliar the Sum of 62 Pagodas unto Satur by the means of the said Agram Thombiapah Moodliar the Sum of 150 Pagodas Ramamapa Naic the Sum of 400 Pagodas unto Muthue Vasy Pholainga Chitty the Sum of 50 Pagodas unto Comapa Ram Chitty the Sum of 66 Pagodas unto Ellapah Chitty, Son of Vencat Chitty the Sum of 50 Pagodas unto Vaslinga Comrapah Chitty the Sum of 230 Pagodas and unto Condapillah the Brother of Servampillah the Sum of 350 Pagodas which all amounts to the Sum of 1452 Pagodas which by Reason of Losses the said Vencat Ram Chitty sustained by the Plunder in the late french troubles he is not able to pay therefore the said Creditors taking the Premises into Consideration and on the Desires of Vizapah Naic Rama Chundra Naic Mendal Virago Naic and Narrapah Naic have given and Granted and by these Presents do give and grant unto the said Vencat Ram Chitty to discharge the said Debts two Years after the date hereof and in space of four Years after the said two years at the Rate of 25 ℔ Cent per Annum thus we have consented and accordingly executed this Letter of Licence I Mundaure Virago do hereby declare to have by the Consent of the above mentioned People drawn out this Letter of Licence dated at Madrass April 1st 1760

Agram Thombiapah Moodliar
Ramamapa Naic
Muthue Vasy Pholainga Chitty
Comapa Ram Chitty
Ellapah Chitty

Witnesses
Vizapah Naic
Ram Chander Naic
Mandel Virago's Mark
Narsapah Nauck

A True translate from the Original in Malabaro by Comacapa Court Interpreter

Arendale Skinner
Attorney for the Defendant

86

Read and filed
12th October 1764

The Replication of Edward Sanii of Madras Inhabitant Complainant to the Answer of Wencatah Ramah of the same Place Merchant Defendant

This Replyant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit and advantage of exception to the many Errors untruths imperfections and insufficiencies in the Defendants said Answer contained for Replication thereunto saith that all and Singular the matters and things in this Replyants Bill are true as the same are therein alledged and that the Answer to the said Bill is very untrue imperfect and insufficient in the Law to be Replyed unto and this Replyant further saith that with regard to what the Defendant hath asserted concerning his not paying any Interest for the Sum of eight Hundred Pagodas, borrowed from Sewramah Pillah the transferres Brother upon his Obligation will to him at Interest at seven and half per Cent per Annum as will more fully and at large appear by a translation of the said Bond hereunto annexed marked Letter A for the inspection of this Honble Court to which this Replyant Refers

And to which this Replyant Prays leave to say that in the first Place this Replyant cannot allow of the transferrer Cundapah ever giving his consent to the letter of Licence as the said Transferrer absolutely denies the same

And Secondly as the said Cundapah the Transferrer has never signed to the said Letter of Licence

Thirdly as the said Transferrer Cundapah's Circumstances would not admit of his being so long without his Money as he is oppress with a large family and only a Conicoply to a Dubash and his Wages but two Pagodas per Month which was not sufficient to Support himself and family

Fourthly and Lastly as the said Cundapah the Transferrer had complained against the Defendant unto John Smith Esquire on or about the twenty seventh day of August which was in the year of our Lord one thousand seven Hundred and fifty Nine, for not paying him the Ballance of his Account the said John Smith Esquire after hearing the many frivolous and trifling Excuses made use of by the Defendant in order to evade Payment of the said Cundapah the transferrers just Demand did order the Defendant immediately to Pay the Remainder of his Debt unto the said Cundapah the transferrer but upon the Solicitations of Mauna

Maury

Ready to aver maintain and prove as this Honble Court shall direct and humbly pray as on and by his said Bill he hath already Prayed ——

William Cranwell
Attorney for the Replyant

A True Translation from the Original in Malabar as near as can be by Conacopah
Sworn Interpreter Letter ——A——

Madras 17th of January 1758

I Veneatarayanoo Son of Chillerayappoo Mandaly Chitty do hereby acknowledge to have Borrowed and Received from Swaramma Pella son of Veeraque Pella the full and just Sum of eight Hundred Star Pagodas, which Sum I promise to pay on demand with the Interrest of seven and half per Cent per Annum ——

Witnesses
Moodusawmy of Davasawmamey
Audiappa

Drawn and Signed by Venkatarayanoo

1758	30th of June paid in part	Rs	200
	9th of August ..... do		100 —
	30th of ..... do ..... do		50 —
	9 of September ..... do		50 —
			400 —

A True Translation from the Original in Malabar as near as can be by Conacopah sworn
Interpreter —— Letter B ——

An Agreement between Cundapulla and Vencatta Ramah Chitty ——
Madras the 27th August 1759 ——
Know all Men by these Presents, that in the Presence of John Smith Esqr Second of Council at Fort St George — that I Vencattah Ramah Chitty Son of Chitteyappoo Vencattah Chitty do acknowledge to have given this Agreement to Cundapulla Son of Veeraque Pella for the Sum of Eight Hundred Pagodas received of his Brother Swaramah Pullah for which I have Given him my Obligation for the said Sum of Eight Hundred Pagodas and that I have paid in part of the said Obligation the Sum of Four Hundred Pagodas and the Remainder being four Hundred Pagodas I promise to pay according to my Obligation before the Month of January next
Signed Vencatah Ramah ——

Condapah's Brother the said Condapa became Possessed of his Estate which this
defendant has Reason to believe was considerable enough to Remove from the
said Condapa all pretensions to Poverty and with which he has only to suppo
three Persons which is Numerous Family whereas the Circumstances of this
defendant are well known to every Neighbours and with which he has
less than twenty five Persons in Number that are dependant upon him for
their Subsistance so that could a Plea of Poverty be of any Service to either
of the Parties in the Present dispute This defendant has Certainly the only
Pretensions but This defendant would not have taken up the time of
this Honble Court with a matter so foreign to the Merits of the Cause had it
not been to set before this Honble Court the Glaring Falsity of the Replyants
assertions Relating to this Matter

This defendant denys that he ever gave
his Assent or Promise to the said Condapah as in the Application is set forth
by them to pay the Sum of One Hundred Pagodas as to the Agreement set forth
and annexed by the Replyant to his said Replication This defendant
Presumes that the Assent of the said Condapah to the Letter of Licence given
them by his Creditor (which is of a subsequent date to the said Agreement)
Invalidates such Agreement This defendant is greatly Surprised to see
the Replyant produce such Agreement as this part which has ever had
Latter one has rendered Invalid

And this defendant says as in and by his
said Answer he has already said and does and will aver all and every
Matter and thing therein Contained to be true as the same are therein
and thereby set forth and Alledged

Archdale Palmer
Attorney for the defendant

Interrogatories to be Administered to such Witnesses as shall be Produced
Sworn and Examined on the part of the Defendant in a certain Cause wherein one
Edward Saine of Madras Inhabitant is Complainant and Venicata Ramah of the
same Place Merchant is Defendant

Jugo Nayanaick
Chinnappa Naick
Chinnadu Naick

Imprimis Do You Know the parties Complainant and
Defendant

92

Q 2 ..... To the second Interrogatory this Deponent saith that the Defendants Circumstances are very bad and that he is also much indebted, and so reputed to be by others; and moreover says that there was a Meeting held by the Defendants Creditors at this this deponents House by the Defendants desire 2 or 3 Years ago or thereabouts where were Present seven or Eight of the Creditors, two of their Names were Cundapah and Ramarapah, the rest he this Deponent does not Remember, at which meeting he this Deponent with three other Persons also Present, by Name Rama Chandra Naick Munda Veracya Naick and Nara apa Naick by the desire of the Defendant Represented to the Creditors his the said Defendants bad Circumstances, having been plundered of every thing by the French whilst they were before Madras and proposed to them if they would wait two Years without troubling him for either the Interest or Principal of their Money, after the expiration of that time he the Defendant would pay off the whole Creditors the Principal only without Interest in four years time which proposal all the Creditors came into at that meeting and signed a Writing a Letter of Licence agreeing thereto except Cundapah who objected against it, the above mentioned Letter of Licence was witnessed by this Deponent, Rama Chundra Naick and Venkatah Ramah who greatly intreated Cundapah to sign the said Letter of Licence on account of the Defendants bad Circumstances which he Cundapah denied doing, but after more intreatty at last he said he would agree to what was done by the other Creditors, and desired the Defendant would take these Goods for it, after signing of which he said there was no occasion for his signing the Letter of Licence, at the time of the Meeting of the Creditors, the Defendant was indebted to Cundapah three Hundred and fifty Pagodas or thereabouts

Q 3 ..... and last ..... To the the third and last Interrogatory this Deponent saith that the Defendant told his Creditors after their Signing the Letter of Licence and it being delivered to them, that notwithstanding this Agreement if he should get Money before the Expiration of the limited time he the Defendant would pay them and this Deponent further saith that he the Defendant has since told him that he has paid to Cundapah at several different Payments about thirty or forty Pagodas and something to the other Creditors which Sums he this Deponent does not Remember

Richard Sathom

Examined

(C) 3(9)(11) 65 67 68

hand but, this deponent moreover saith that Cundapah came to him and told him that Vencata Ramah's Brother other Creditors had signed a Letter of Licence, to the Purport of what was proposed when he was present but that he had not upon which this deponent asked him why he was not satisfyed to do it as well as the other Creditors to which Cundapah replyed that he was very poor and wanted Money, at the time of their Meeting this deponent saith he heard that the defendant was indebted to Cundapah 300 Pagodas

D 3 ..... To the third and Last Interrogatory this deponent saith that Cundapah has often told him that he has Received from the defendant about 30 or 40 Pag.

Thomas Isd of Sattundal Virgo Nauch

Richard Latham

Examined

Mayor's Court at Madraspatnam

Between Edward Jane Complainant and Vencata Rama Defendant

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

Rama Chundra Naick of Madras Merchant Aged 67 yrs the Witness being produced as a Witness in this Cause on the part of the defendant was on the sixteenth day of March 1763 sworn at the Office of Mr. William Gran-well Attorney for the Complainant by Comacapah who left a Note of the Name Stile and Place of abode of the said Rama Chundra Naick and afterwards on the same day being sworn and Examined deposeth as follows

R K ..... To the first Interrogatory this deponent saith he does not Know the Complain-ant but that he hath known the defendant 12 Years or thereabouts

2 ..... To the Second Interrogatory this deponent saith that the defendant was a Shroff Merchant who was in very good Circumstances before the French Left Madras, but that upon their Coming here they Plundered him of every thing he had and that he is now very Poor and endebted this deponent further saith he knows of a Meeting being held by the defendants Credi-tors at Venigee Nepa Naicks House more than 1 Year ago, when were present 7 of the defendants Creditors one named Cundapah

the

96

Mayor's Court at Madraspatnam

Tuesday the 6th day of March Anno Domini 1764

(2.1)

Present

Thomas Pinnney Esquire Mayor
Claud Russell — John Whitehill
Thomas Chetsall & George Baker
Aldermen

Between Edward Jane of Madras Inhabitant Complainant and Verwatah Ramah also of the same place Merchant Defendant

Mayor's Court

This Cause coming on to be heard and debated this day in the presence of the Complainant and Defendant and of the Attornies on both sides on Reading the Complainants Bill with a translate of and Allegation an Account Current and Transfer thereof annexed, the Defendants Answer with a translate of a Letter of Licence and Account Current annexed the Replication with a translate of a Bond a translate of an Agreement and Copy of a Receipt annexed the Rejoinder the Interrogatories and Depositions on the part of the Defendant in writing the — Readings made use of by the Attornies on due Consideration had thereon It Appearing to the Court that the Complainant did not sign the Letter of Licence produced by the Defendant and therefore cannot be bound thereby this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Four Hundred and forty seven Pagodas thirty three Fanams and forty eight Cash (Pagodas 447. 33. 48) being the Sum Sued for together with all such Interest as now is or hereafter shall become due thereon until full Payment is made also all Costs of this Suit

By Court

Mayor's Court at Madraspatnam } Tuesday the 15th day of March Anno Domini 1768

Present

Mr. Claud Russell Senior Alderman
Peter Marriette — John Whitehill
& George Baker — Aldermen

L.S

Between Arthur Lyoaight Captain in his Majesty's Ninety sixth Regiment by his Attorney James Philips Lieutenant in his Majesty's said Regiment Complainant and Nulla Mutten Chitty alias of Madras Merchant Defendant

Mayor's Court

The Defendant being in Court and acknowledging the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Four hundred Pagodas (Pagodas 400.) together with such Interest as now is or hereafter shall become due thereon untill full Payment is made according to the tenor of the Obligation sued for also all Costs of this Suit

Mayor

Court shall Sum Mut

William Cranwell
Attorney for the Complainant

May the 29th 1761

We Mallay Colunden Ninapen, and Ramah that is to say Mallay Colunden Son of Agatiapah Gramanin at Triplicane, Ninapen Son of Sindaveraya Gramanin, and Ramah Son of Nella Somby Gramanin, do hereby jointly and Severately acknowledge to have given this obligation and to have Borrowed and Received from Mootu Gramanin the Son of Sondava Moorty Gramanin of Veadamany the full and just Sum of two Hundred Pagodas Current Money of Madras which we promise to pay in the month of November next with the Interest thereon at the Rate of fifteen p Cent p Annum Witness Madrasa Moodu Gramanin, Pundarum Mootiapen and drawn by Ponapen

Signed

Mallay Colunden
Ninapen and the
mark of ∧ Ramah

A true Translation as near as can be from the Original Malabars by
Conacapah Sworn Interpreter

William Cranwell
Attorney for the Complainant

Dr. Mallay Colunden, Ninapen and Ramah in Account Current with Mootu Gramanien Cr.

1761 May 29th	To Cash as p Obligation	200 " "	1762. March 21st	By Cash Received in part	70 "
				By Balance due this day	130 "
	Pagodas	200 " "			Pagodas 200 "

Madras 27th February 1762

Errors Excepted

pp S. Z. Z. P.

Validity thereof before this Honble Court

These defendants say they admit the Complainants in an amicable manner requested of these defendants the payment of the transferrer demand or pretended Ballance setforth in the Account Current of the transferrer unto the Complainants Bill but these defendants say that at the same time they acquainted the Complainant that these defendants were not indebted in any Sum or Sums of Money whatever unto the transferrer and that they had discharged their Obligation or Note of Hand unto the transferrer

These defendants say that the pretended Ballance of the Account Current of the transferrer they these defendants humbly hope in the most clearest light to setforth to this Honble Court by the subsequent Narration that the said pretended Account is false imperfect untrue and unjust

These defendants say that some time before they signed their Note of Hand for the Sum of two Hundred Pagodas as Credited in the Account Current of the transferrer these defendants applyed to the transferrer for the Loan of the said Sum and the transferrer consented to lend the said Sum at the Rate of fifteen per Cent per annum and these defendants signed their Note of hand for the said Sum unto Moodu Grammanien the Son of Sendaverayen whom these defendants then imagined to be the transferrer some time after signing their Note of hand the transferrer directed these defendants to apply to his next of Kin at Pulicat who is also called Moodu Grammanien and receive of him the said Sum of two Hundred Pagodas which said sum was paid by the said Moodu Grammanien at Pulicat unto these defendants

These defendants say some months after they received the said Sum of two Hundred Pagodas the transferrer Modulgrammanien prest them to discharge the said sum with the Interest due thereon at the Rate of fifteen per cent per annum accordingly in the month of march in the year of our Lord one thousand seven hundred and sixty two these defendants paid the transferrer the Sum of eighty nine Pagodas and at the Request of the transferrer allowed him ten months Interest on the said Sum of Two Hundred Pagodas at the rate of fifteen Pagodas per cent per annum which amounts to the Sum of twenty five Pagodas and at the said time these defendants assigned over their debt of one Pellasinga to discharge the said transferrer of their Note of hand the Sum of one hundred and fifty six Pagodas and this Assignment the transferrer excepted of these defendants who then demanded their said Note of hand from him and the transferrer promised and engaged to send for their said Note of hand from Pulicat and deliver the same unto these defendants and declared many times before sundry persons that the debt due by these defendants unto him was discharged and that he held

Vidua

104

Read and filed
21st May 1763

The Replication of Frances Massey of Madras Writer Complainant to the Answer of Mallay Colundeen Nenagoen and Ramel also of the same place Merchants Defend.ts

This Replyant now and and at all times hereafter saving and Reserving to himself all and all manner of Benefit and advantage of exception to the many Errors untruths, imperfections and insufficiencies in the defendants said Answer contained for Replication thereunto saith that all and Singular the matters and things in this Replyants Bill contained as the same are therein alledged and set forth and that the Answer to the said Bill is in many Respects very untrue and insufficient in the law to be Replyed unto And this Replyant further saith that he does still persist that the defendants are indebted unto him in the full and just Sum of One hundred and thirty Pagodas, as set forth in this Replyants Bill, but with Respect to the defendants pretended Account Current annexed to their Answer This Replyant further prays leave to say that it is very imperfect and untrue as this Replyant can and will prove in due time and doubts not But to the Satisfaction of this Honorable Court that no Accounts had ever been Settled by the defendants and the transferrer Moodu Gramanian at any time whatsoever and this Replyant does absolutely deny that the defendants ever acquainted this Replyant that they were not indebted unto the transferrer Moodu Gramanian in any Sum or Sums of Money whatsoever or that they had ever discharged the Balance of their Obligation upon this Replyant understanding it But on the Contrary the defendants said they had paid a part of the said Sum to the Transferrers Constituent, so that this assertion of the defendants is Groundless and without foundation This Replyant humbly begs the attention of this Honble Court to a faithfull Narrative relating to the transactions between the transferrer Constituent and the defendants which is as follows that on or about the sixteenth day of January which was in the year of our Lord one thousand seven hundred and sixty four the defendants came to the House of the transferrers Constituent and desired him to lend them the Sum of two Hundred Pagodas who did not immediately give his Consent thereto but the said Constituent Replyed that he had no money by him at that time and desired them to go to some other Person for the Money they wanted But this Refusal of the said Constituents would not satisfy the defendants who still frequented his House from day to day endeavoured by them the said [illegible]

to the defendants on Account of a Garden which the defendants sold unto him the said Pellasinga in Lieu of the Debt due from the defendants to the transferrer upon which the transferrers Constituent Replyed that he had no manner of Business with the said Pellasinga but that the defendants were answerable unto the transferrer and no other Person would he accept of but them: and this Replyant further prays leave to set forth that the defendants not long afterwards brought the said Pellasinga and desired the said transferrers Constituent to accept of the said Pellasinga's Assignment for their debt and that the said Garden should likewise be Mortgaged to the transferrer to all which the Constituent Replyed that he would not accept of of the said conditions as the Garden had no Choultry Bill of Sale upon which the defendants said they would then go and procure a Choultry Bill of Sale and bring it together with the said Pellasinga in eight days time, the time the defendants appointed being elapsed and the transferrers Constituent not seeing any likelyhood of being paid demanded again the Ballance due upon the Allegation which the defendants promised to pay on the thirteth day of January in this present Year of Our Lord One thousand seven hundred and sixty three which they have not done to this day All which transactions this Replyant doubts not but to prove to the Satisfaction of this Honorable Court in due time

All which matters and things this Replyant is Ready to aver maintain and Prove as this Honorable Court shall direct and humbly Prays as in and by said Bill he hath already Prayed &c

William Cranwell
Attorney for the Replyant

Read and Filed
19th July 1763

Rejoinder

of Mallay Colundon Ninapen and Ramah of Madras Merchants to the Replication of Francis Stoney of the same place Writer

These defendants now and at all times hereafter saving

To Sondava Moorte
Vencatashen
Yagapah
Ninapah
and
Cundapah

6th Do you know or do you not know if ever any Person or Persons did ever demand Payment from the Defendants of the Ballance of the said Obligation if yea what Person or Persons were he or they that made this demand what answer did the Defendants make unto him or them upon such a demand being made and what did he or they say to their Answer to the best of your Knowledge and belief particularly declare

To Ninapah and Cundapah

7th Were you or were you not present when a demand was made for the Ballance of the Obligation now sued for, if yea what person or persons were they that made this demand what was the purport of the Conversation that passed between or them and the Defendants Do you know or do you not know if ever the Defendants promised to discharge the said Ballance of the said Obligation, If yea, at what time and at what place did the Defendants promise to discharge the same are you or are you not acquainted with the time that was limited by the Defendants for the discharge of the Obligation if yea how long is it since they promised to pay the Ballance of their Obligation to the best of your Knowledge and belief Particularly Declare

To all the Witnesses

8th Do you know or can you say any other matter or thing mate=rial for the Complainant in this Cause, If yea declare the same as you know or do believe with your Reasons at large

William Cranwell
Attorney for the Complainant

Mayors Court at Madraspatnam

Between Francis Manny Complain=ant and Mallay Colundan Ninapah and Cumah Defendants

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

Sondava Moorte of Madras Soddy Merchant aged 30 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 20th day of September 1763 shown at the Office of Mr William Bishop Attorney for the Defendants by Comacapah who left a Note of the Names Title and place of abode of the said Deponent and afterwards on the same Day being sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant

Year since, but cannot tell whether any Assignment was drawn up, and given by them to any Person for the Ballance of the said Obligation and more this Deponent saith not to this Interrogatory.

3 ..... To the third Interrogatory this Deponent saith he does know that Modeliyar Gramaney did demand payment from the Defendants for the Ballance of the said Obligation to which demand the Defendants replyed Tellasinga has spoke to you and promised to satisfy you, Modeliyar Gramaney said if I receive the whole Ballance which is due I will deliver up the Obligation, and more this Deponent saith not to this or to the last Interrogatory.

Richard Latham
Examiner

Mayor's Court at Madraspatnam

Between Francis Slaney Complainant and Mallay Colundan, Nimahpen and Ramah Defendants

Depositions

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

Yeagapah of Madras Soddy Merchant aged 35 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 20th day of September 1763 sworn at the Office of Mr. William Bishop Attorney for the Defendants by Lenacapa who left a Note of the Name Title and place of abode of the said deponent and afterwards on the same day being sworn and examined deposeth as followeth

1 ..... To the first Interrogatory this deponent saith he is not acquainted with the Complainant but that he has known the Defendants each of them 20 Years or thereabouts

2 ..... To the second Interrogatory this Deponent saith he is acquainted with and that Modeliyar Gramaney having received the sum of seventy (70) Pagodas from the Defendants in part Payment of an Obligation of two hundred (200) Pagodas which the said Defendants were indebted to him about 7 or 8 Months since but cannot tell whether any Assignment was drawn up, and given by him to any Person for the Ballance of the said Obligation and more this deponent saith not to this Interrogatory.

3 ..... To the third Interrogatory this Deponent saith he does know that Modeliyar Gramaney did Demand payment from the Defendants for the Ballance of the said Obligation to which demand the Defendants Replyed Tellasinga has spoke to

Mayors Court at Madraspatnam

Between Francis Maney Complainant and Mallay Coluvidon, Nuniapen, and Ramah Defendants

Depositions

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

Cundapah of Madras Soddy Merchant aged thirty seven years or there abouts being produced as a Witness in this Cause on the part of the Complainant was on the 20th day of September 1763 Sworn at the Office of Mr William Bolton Attorney for the Defendants by Jonacapah who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being sworn and Examined deposeth as Followeth

R. To the first Interrogatory this Deponent saith he is not acquainted with the Complainant, but that he has known the Defendants each of them 35 years or there abouts

th To the fourth Interrogatory this Deponent saith he was present when Moolagramanays Servant came to Triplicane (in what month he does not remember) to the Defendants for to demand from them in his masters name the Ballance of the Obligation now sued for, and waited with them three days to press the payment of the money at which time the defendants told him they had paid seventy Pagodas (70) of the debt and that if his Master would wait till January 1763 they would pay the Principal and Interest of the Ballance; Moolo Gramanays Servant replyed he have orders not to wait so long but what further ensued this Deponent cannot say except sometime after hearing that the Defendants were put into Gaol he more deposeth not to this or to the last Interrogatory.

Richard Latham
Examiner

Sworn before me Cundapah

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part and Behalf of Mallay Coluvidon, Nuniapen and Ramah of Madraspatnam Inhabitants in a certain Cause wherein the said Mallay Coluvidon Nuniapen and Ramah are Defendants and Francis Maney of Madras aforesaid Writer by Transfer of Modu Grammen of Madras aforesaid Inhabitant is the Complainant

To all the Witnesses

1st ..... Do you Know the Parties Complainant and Defendants and the transferree in this Cause or either and which of them &c. yea how long have you known them or either and which of them Declare?

To

Mayors Court at Madraspatnam

Between Francis Mooney Complainant by transfer of Mootu Grammany, and Mallay Colunden, Nenapen and Ramah Defendants

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

Pellaunga of Madras Dobby Merchant aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the day of October 1763 sworn at the Office of Mr. William Cranwell Attorney for the Complainant by Canacapa who left a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the transferrer 20, and the Defendants 30 Years or thereabouts

2d To the second Interrogatory this Deponent saith that he did Purchase a piece of Garden Ground from the Defendants about 18 Months since for One hundred and fifty (150) Pagodas, also that the Defendants did at that time request of him to pay out of the amount of his said Purchase the Sum of one hundred and fifty six (156) Pagodas to discharge the Remainder due on the Defendants Bond to the transferrer for the Payment of which Sum this Deponent deposeth he did offer to the transferrer to engage himself for, but the transferrer objected telling him that the Garden which he had purchased from the Defendants had no Choultry Register Bill of Sale, however if one could be procured in eight days and lodged in his hands, or the money paid him in that time, he would deliver up the Defendants Bond, otherwise he would not, and more this Deponent saith not to this or to the last Interrogatory

Richard Latham
Examiner

D Ex 37 ors Fee D 2 8 7

Mayor's Court at Madraspatnam

Between Francis Mooney Complainant by transfer of Mootu Grammany, and Mallay Colunden, Nenapen and Ramah Defendants

Depositions of Witnesses taken in this Cause by and before

Coming away from the transferrers house the transferrer told the Defendants that if they would procure him a Chowltry Bill of Sale for the Garden in eight days he would deliver up their Bond, the Defendants Replyed if he would be so good to speak to the Town Conceply and Virgy Dubash they should be able to procure it sooner the Transferrer said very well Swill, and more this Deponent saith not to this or to the last Interrogatory

Richard Latham
Examiner

The Mark of ☞ Cundapah

Mayors Court at Madraspatnam

Between Francis Maney Complainant by Transfer of Moolji Cowmaney and Mallay Chundu Nenapen, and Ramah Defendants

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

Vinayah of Madras Soddy Merchant aged 37 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 3 day of October 1763 sworn at the Office of Mr William Cramond Attorney for the Complainant by Comacopa who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as follows e

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the transferrer 10 Years and the Defendants 20 Years each or thereabouts

5th ..... To the fourth Interrogatory this Deponent saith that Tillavingie dead Pitchaly distributer his Presence and hearing that he had Purchased a Piece of Garden Ground of the Defendants and had promised to pay out of the amount of his said Purchase Rupees one hundred and fifty six Pagodas (156) unto the Transferrer to discharge the Remainder of the Bond or obligation due to him and more this Deponent saith not to this or to the last Interrogatory.

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Francis Maney Complainant by Transfer of Moolji Cowmaney and Mallay Chundu Nenapen and Ramah Defendants

Depositions of Witnesses taken in this Cause by and before

20 Years or thereabouts.

4th ..... To the fourth Interrogatory this Deponent saith that Tillaverga did Publickly declare in his Presence and hearing that he had Purchased a Piece of Garden Ground of the Defendants and had promised to pay out of the amount of the said Purchase the Sum of One hundred and fifty six Pagodas (156) unto the Transferrer to discharge the Remainder of the Bond or Obligation due to him and more this Deponent saith not to this or to the last Interrogatory

Richard Sathorn
Examiner

The mark of ⅄ Cundee Chetty

Mayor's Court at Madraspatnam

Between Frances Mooney Complainant by Transfer of Mootu Grammany and Mallary Tellundee Nanapien and Roomah defendants

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

Nellapah Modelair of Triplicane Painter aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the defendants was on the 5th day of October 1763 sworn at the Office of Mr William Cranwell Attorney for the Complainant by Canaccapa wholest a Note of the Name title and place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent he is not acquainted with either the Complainant, or the transferrer but that he has Known the defendants thirty Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith that Tillavenga did Publickly declare in his presence and hearing that he had purchased a piece of Garden Ground from the defendants and had promised and was willing to pay out of the amount of his said Purchase the Sum of One hundred and fifty six Pagodas (156) unto the Transferrer to discharge the Remainder of the Bond or Obligation due to him and this deponent further saith that Tillavenga also Declared the defendants had Promised to procure for him a Lhoulty Bill of Sale for the Garden he had Purchased of them and more addeth not to this or to the last Interrogatory

Richard Sathorn
Examiner

The Mark of ⅄ Nellapa Modelair

120

Read and filed
12th April 1763

To the Honble the Mayor's Court
at Madraspatnam

Humbly Complaineng Sheweth unto this Honorable Court your Orator Andrew Piter of Madras Writer that one Seyalah Reddy of Madras aforesaid Merchant became indebted to Pillayar Covil Cundapah Moodeliar of Madras Merchant by one Bond or Obligation bearing date the first of November in the Year of our Lord one thousand seven hundred and fifty seven in the Sum of one hundred and Nine Pagodas and Nine fanams being forty three Pounds and fourteen Shillings of Lawfull Money of Great Britain after the Rate of Eight Shillings for every Pagoda Payable on demand with Interest at the Rate of twelve Pagodas p Cent p Annum as by a Schedule hereunto annexed more fully appear your Orator further shews that the said Pillayar Covil Cundapah Moodeliar for the Sum of One hundred Pagodas transferred the said Obligation by one Deed or Instrument bearing date the first of March in the Year one thousand seven hundred and sixty three together with all Interest that then was and should grow due thereon unto your Orator Reference to the said Deed hereto annexed will appear

And whereas your Orator hath frequently and in an amicable manner demanded Payment of the said Sum of one hundred and Nine Pagodas and Nine fanams together with the Interest thereon due But now so it is May it please this Honble Court the said Seyalah Reddy unjustly Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator prays a General Relief as to this Honble Court shall appear agreeable to equity and good Conscience

To the end therefore that the said Seyalah Reddy 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 perfectly and Effectually as if the same were here again Repeated and Interrogated and that the said Seyalah Reddy may be Decreed to pay unto your Orator the aforesaid Sum of one hundred and Nine Pagodas and Nine fanams together with all Interest as now is or may hereafter become due thereon also all Costs of

this

Read and filed
14th June 1763

The Answer of Seyalah Reddy of Madras Merchant defendant to the Bill of Complaint of Andrew Piter of Madras aforesaid Writer / by transfer of Pellayer Coulkundapah Moodliar / 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 Errors uncertainties and untruths in the said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make Answer unto he this defendant Answereth and saith he is not indebted to the Complainant nor unto the transferrer in the Sum of one hundred and three Pagodas Nonisfanams or any other Sum or Sums of Money whatsoever as set forth in the Complainants Bill, This defendant saith on the Contrary thereof that the transferrer is indebted to this defendant in the Sum of three Pagodas twenty one fanams and fifty four Cash being the Ballance due to this defendant from the transferrer which will more fully and at large appear by an Account Current hereunto annexed for the inspection of this Honble Court and to which he humbly Refers This defendant saith in Order to make appear in the clearest manner the unreasonable demand of the Complainant this defendant prays leave to acquaint this Honble Court that on the fourth day of February in the year of our Lord one thousand seven hundred and fifty four this defendant borrowed of the transferrer the Sum of Seven hundred Pagodas which debt this defendant discharged agreable to the tenour of his said Bond as by the several Payments it doth and will appear by the Account Current hereunto annexed This defendant saith some time after he discharged his said Bond this defendant went up into the Country upon some urgent Affairs and Continued there a full year before his Return to Madrass this defendant saith on meeting with the transferrer at Madrass after his Return from the Country he was compelled by him to go to the House of the transferrer who there demanded of this defendant to pay him immediately the Ballance of his Accounts which the transferrer alledged was the full and just Sum of One hundred and Nine Pagodas and three fanams in Answer to the transferrers unreasonable demand this defendant desired the transferrer to permit him to go home and Examine his Accounts which the transferrer Absolutely Refused and would not suffer this Defendant even to Stir out of his House untill this defendant should satisfy the transferrer

Dr. | Andrew Peter by Transfer in Account Current with Pellayor Coul Cundapah Modeliar & Seyalah Reddy & Contra | Cr.

1754					1754			
April	3	To Cash paid the Transferrer in part of his Bond	100 " "		February	4	By Cash Recd of the Transferrer as p Obligation	700 " "
		To Interrest on ditto for 3 " 6 " 28 @ 8 p Cent p Ann	28 " 22 " 32	128 " 22 " 32			By Interrest on Dº for 3 " 8 " 27 @ 8 p Cent p Ann	209 " 19 " 16
May	30	To Paddy and Cash paid as above	120 " "					909 " 19 " 16
		To Interrest on ditto for 3 " 5	32 " 28 " 36	152 " 28 " 36			By Ballance	3 " 26 " 54
June	30	To Cash	200 " "					913 " 9 " 70
		To Interest on Dº for 3 " 1	53 " 12 "	253 " 12 "				
October	15	To Cash	150					
		To Interest on Dº for 3 " " 5	36 " 18 " —	186 " 18 "				
1755								
Jan.y	30	To Cash	150 " "					
		To Interrest on Dº for 2 " 9	29 " "	179 " " "				
Aug.t	18	To Paddy Sold him	10 " "					
		To Intebest on Dº for 2 " 2 "	1 " 31 " 22	11 " 31 " 22				
Sept.r	8	To Machinary Sold him	1 " "					
		To Interest on Dº for 1 " 11 " 22	" 5 " 60	1 " 5 " 60				
		Pagodas	913 " 9 " 70				Pagodas	913 " 9 " 70

Cr. By Interest on both sides to Calaveras
to the 8th September 1755 being when this Defendant made the last Payment

Fort Saint George 22. May 1763

Errors Excepted

P Seyalah Reddy

126

Read and filed
21st June 1762

The Replication of Andrew Peter of Madras Writer Complainant to the Answer of Seyalah Reddy also of the same place Merchant

This Replyant now and at all times saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors untruths, imperfections, and insufficiencies in the Defendants Answer contained for Replication thereunto saith that all and singular the matters and things in this Replyants Bill is true as the same are therein alledged and that the Answer to the said Bill is very untrue imperfect and insufficient in the Law to be Replyed unto and this Replyant further saith that so far from being indebted unto the Defendant in the Sum of three Pagodas twenty [illegible] fanams and sixty Cash as Transferrer to Pellayer Covil Lundapah Moodeliar as Defendant has made appear by an Account Current annexed to his Answer as the Defendant is indebted to him this Replyant (by Vertue of the Transfer in the Bill mentioned) in the sum mentioned in his this Replyant to Bill as will and doth appear by an Account Current hereunto annexed which Account Current was settled in an amicable manner between this Replyant and the Defendant for that the Persons whose names is as a Witness to the Bond of Indemnification mentioned in the Defendants Answer) was the Person who Compromised the difference between the Parties as will hereafter in the Course of these Proceedings appear. And this Replyant further Saith that the Defendant was not kept as he the Defendant has alledged in his Answer but was desired he would Come to the transferrers house and settle Accounts which the Defendant did and stood with the Transferrer two hours which time was taken up in settling Accounts the several Articles mentioned in the Account Current hereunto annexed, and that upon the Casting up of the said Account a Ballance was found in the Transferrers favour who immediately asked for a Security for the Same when the Defendant Gave his Obligation attested by two Witnesses whose Names to the said Obligation is thereunto affixed and at the same time the Defendant Requested a Bond of Indemnification which was immediately Complyed With and then the Defendant went his Way

And this Replyant saith that the transferrer

after

1756 April 1st	To Ballance brought from last Months Account Current	100	29	60	1756 Aug.t 8th	By Paddy 100 Mercalls	10
					Sept.r 8	By Machiney 10 d.o	1
1757 March 30	To a Scarlet Cap		7				11
	To Interest on ditto for 12 Months @ 12 p.r Cent p.r Annum		12		1757 March 30	By Ballance	102
	Pagodas	112	3	60		Pagodas	113

Fort Saint George 30 March 1757
Errors Excepted
P.r Comra Swamy

1757 April 1st	To Ballance brought from last Account Current	102	3		1757 Novem.r 1st	By Ballance on a Obligation	10
October 30	To Interest on ditto for 6 Months @ 12 p.r Cent p.r Annum		7	6			
	Pagodas	109	9			Pagodas	109

Fort Saint George 1st November 1757
Errors Excepted
P.r Comra Swamy

Read and filed
19th July 1763

Rejoinder of Seyalah Caddy of Madras Merchant the Defendant to the Replication of Andrew Peter of the same place Writer the Complaint

This Defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit to exception to the many Errors uncertainties and untruths in the said Replication contained for Rejoinder thereunto saith that this Defendants Answer and the Account thereto annexed thereunto are certain true and sufficient in the Law to be Replyed unto.

And this Defendant further saith that the several matters

130

Mayors Court at Madraspatnam

Between Andrew Peter by transferer of Cundapah Moodeliar Complainant and Seyalah Reddy Defendant

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

Vencatashulum of Madras Conceply aged 58 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 17 day of April 1763 sworn at the Office of Mr William Bishop Attorney for the plaintiff by Conocapa who left a Note of the Name Title and place of Abode of the said deponent and afterwards on the same day being sworn and Examined deposeth as followeth

A ..... To the first Interrogatory this deponent saith he has known Andrew Peter 30 Years, the defendant 30 Years and the transferrer 30 Years or thereabouts

B ..... To the second Interrogatory this deponent saith, that the particular matter now in debate between Cundapah Moodeliar and Seyalah Reddy is on account of a Bond Given by Seyalah Reddy to Cundapah Moodeliar which he has not yet discharged.

C ..... To the third Interrogatory this deponent saith that without seeing the Bond he Cannot Recollect whether he is a Witness to it or no but adds the that it was given voluntarily by the defendant on account of Money he had borrowed from the transferrer

D ..... To the fourth Interrogatory this deponent saith, the transferrer came with the defendant to his house in October 1762 bringing likewise with him a Cadjan Bond which he had from the defendant for the Sum of One hundred (100) and odd Pagodas which he complained the Defendant would not discharge so that he should be obliged to put him into Court and make him pay besides the Charges attending the Suit, at the same time the defendant desired this deponent to intercede with the transferrer not to put the Cause into Court, but to give him till January to pay the Bond as several People in the Country (at a place called Vengul) were indebted to him and as soon as he collected those debts he would pay off the Bond, to which Conditions on his intercession the transferrer Consented and both went away; on the expiration of the limited time they both Returned to him this deponent again; when the transferrer said as you were a Witness to the Conditions the defendant

Proposed

4th ..... use of by the Transferrer to obtain it, and further saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that in January last the Defendant came to him desiring he would speak to the transferrer on account of a Bond to the amount of One hundred and Nine Pagodas (109) and odd fanams which he was indebted to him and Request that he would allow him time so as to pay him by Pagodas yearly which Request being interceeded for by this Deponent the transferrer said, if the Defendant will pay fifty Pagodas yearly I will Consent to accept of such Payment at your desire, which Answer of the transferrers was by this Deponent made known to the Defendant, who said he was not able to pay more than 20 Pagodas yearly and desired he would use his best endeavours with the transferrer to prwail on him to accept of it, this Deponent accordingly went the second time when the transferrer consented to Receive thirty or forty Pagodas which he immediately Reported to the Defendant who said that he could not Possibly pay more than 20 Pagodas yearly This Deponent then went a third time to the transferrer and told him the Defendant was very Poor having lost every thing he had in the time of the Siege and Represented to him that he had better accept of 20 Pagodas yearly, the transferrer made answer very well if you will Give an Obligation to pay such a Sum some yearly incease that the Defendant does not, I will accept of it. which he this Deponent declined doing of, and Related the transferrers Propasal to the Defendant who said there is no Occasion for your Giving any Obligation if the transferrer will accept of my Propasals very well if not he must do what he thinks most Proper. This Deponent further addeth that the Defendt told him he had some time before borrowed from the transferrer seven hundred Pagodas the Principal of which he had discharged and that this sum of 109 Pagodas and odd fanams, was the Interest arrising upon that sum and more this Deponent deposeth not to this or to the Last Interrogatory

Richard Lathom

Examiner

Mayors Court at Madrasspatnam

Between Andrew Peter by his transfer of Cundapah Moodeliar Complainant and Injalah Reddy Defendant

Depositions of Witnesses taken in this Cause by and before

Mayor's Court at Madraspatnam

Between Andrew Peter by his transferr of Cundapah Moodeliar Complainant and Seyalah Reddy Defendant

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

Vengadery of Madras Painter aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 17 day of August 1763 sworn at the Office of Mr William Bishop Attorney for the Defendant by Conacapah who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he is not acquainted with Andrew Peter, but that he has known the Defendant 10 Months, and the Transferr 20 Years or thereabouts.

To the second Interrogatory this deponent saith that the Particular matter now in debate between Cundapah Moodeliar and Seyalah Reddy, is concerning a Bond which Seyalah Reddey gave to Cundapah Moodeliar and has not yet discharged and more saith not to this or to the last third Interrogatory.

To the fourth Interrogatory this Deponent saith that in the Month of October 1762 he was at the transferrs House, when the transferr sent a Servant to fetch the Defendant, on account of a Bond that he held from him which was not paid off upon the Defendants coming the transferr took the aforesaid Bond and went to Veneatachellum's house together with the Defendant and this Deponent, and gave into Veneatachellums hands the said Bond, who after Reading of it asked the Defendant whether he had signed that Bond, the defendant answered in the Affirmative and desired Veneatachellum to intercede with the transferr to allow him time till January as he had lost a Great deal of Money in the Siege of Madras, the transferr said he would Not trust the Defendants Word but would put him into Court as he had deferred Payment from day to day; Veneatachellum and this Deponent perthioned very earnestly with the transferr to give the Defendant a further time till January whereupon their joint Request to the transferr at last Consented to, and more this Deponent saith Not to this or to the last Interrogatory

Richard Lathom
Examiner

0275 f

1776

Read and filed
31st January 1761

To the Honble the Mayor's Court at
at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court your Orator William Harrison of Madras Inhabitant That Whereas Nina Chitty of Madras aforesaid Merchant stands indebted unto your Orator in the full and just Sum of One hundred and fifty four Pagodas four fanams and fifty Cash Current Money of Madras making in Sterling Money at the Rate of eight Shillings each Pagoda the Sum of Sixty one Pounds twelve Shillings and four Pence lawfull Money of Great Britain as will more fully and at large appear by the Account Current and transfer at the foot thereof hereunto annexed for inspection of this Hon^ble Court and which your Orator prays may be taken as part of this Your Orators Bill of Complaint

And Whereas Your Orator hath often times and in an amicable manner demanded Payment of the said Sum of One hundred and fifty four Pagodas four fanams and fifty Cash from the said Nina Chitty But now so it is May please this Hon^ble Court the said Nina Chitty Obstinately and Wilfully Refuses to give your Orator any manner of Satisfaction touching the Premises your Orator therefore humbly 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 Nina Chitty may upon his Corporal Oath true and perfect Answer make to all and Singular the matters and things herein before alledged and setforth as fully truly and Effectually to all intents and Purposes as if the same were here'd given Repeated and Interrogated and he Decreed to pay unto your Orator the aforesaid Sum of one hundred and fifty four Pagodas four fanams and fifty Cash with all the Interest due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Nina Chitty 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 such time and place to be by this Honorable 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 therein as to this Honorable Court shall seem Meet

William Bishop
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 10th day of April Anno Domini 1764

L.S

Present

Thomas Pownney Esquire Mayor
Claud Russell — Peter Marriette
John Whitehill — Thomas Chelsall
& George Baker — Aldermen

Mayor's Court

Between William Harrison of Madras Inhabitant Complainant and Nona Cadey of Madras aforesaid Merchant Defendant

Itappearing by the Records of this Court that the Defendant hath been served with the usual Rules to answer the Complainants Bill but Obstinately and Wilfully 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 One hundred and fifty four Pagodas four fanams and fifty Cash (Pagodas 154.4.50) together with such Interest as now is or hereafter shall become due thereon until full payment is made also all Costs of this Suit

By Court

Mayor.s Court
at
Madraspatnam

Tuesday the 28 day of April
Anno Domini 1761

Present
Thomas Pownes Esquire Mayor
Claud Russell — Tyler Mazzette
John Debonaire — John Whitehill
Thomas Belsall — George Baker
& Alexander Davidson — Aldermen

Mayors Court

Between Vincatta of Madras
Baker complainant and Dubbee
of the same place Weaver Defendant

Appearing by the Records of this 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 Seventy four Pagodas Pagodas 74 — Fother with such Interest as may hereafter shall become due thereon untill full Payment is made also all Costs of this Suit

Hun

Read and filed
15th May 1761

To the Honorable the Mayors Court
at Madraspatnam

The humble Petition of Thomas Low
of Madras Inhabitant

Sheweth

That Whereas Humphrey Lovekin Late Sergeant of the Mace

1762

May it please this Honble Court to Cause the said Adam 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
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 15 day of May Anno Domini 1764

Present

Thomas Pawney Esquire Mayor
Peter Mariette ——— John Whitehill
James Hay ——— Thomas Belsall
George Baker ——— & Alexander Davidson
Aldermen

Between Arthur Lysaght Captain in the Majesty's Ninety sixth Regiment by his Attorney James Phillips Lieutenant in the Majesty's Ninety sixth Regiment Complainant and Adam of Madras Sayler Defendant ———

The defendant being in Court and acknowledging the justness of the Complainant's 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 Pagodas (Pagodas 200) together with such Interest moneys as shall hereafter become due thereon until full Payment is made according to the Tenor of the Obligation Sued for also all Costs of this Suit ——

By Court

1764

Mayor's Court at Madraspatnam

Tuesday the 22d day of May Anno Domini 1764

L.S

Present

Thomas Towmey Esquire Mayor
Peter Mariette —— James Hay
George Baker —— Alexander Davidson
Aldermen

Mayor's Court

Between Sachey Sieraeh Widow and Administratrix of Sieraeh Jacob deceas'd Complainant and Chingle Roy of Madras Merchant Defendant

The defendant being in Court and acknowledging the justness of the Complainants demand This Court doth therefore thereupon fall 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 Hundred and eighty five Pagodas (Pagodas 385) together with such Interest as now is or shall hereafter become due thereon until full Payment is made (according to the Tenor of the Obligation and for Salve all Costs of this Suit) ——— By Court)

Read and filed 15th May 1764

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Arrathun Shaddeus of Madras Inhabitant that Coorapanty Alvaru of the same place Inhabitant stands indebted unto your Orator the full and just Sum of Four hundred and Eighty Pagodas

Mortgaged unto the said Coja Arrathun Thaddeus for and in Consideration of the sum of Four hundred and eighty Pagodas Current Money of Madras in hand paid by him the said Coja Arrathun Thaddeus which Sum I promise to pay with the Interest of eight p Cent p Annum on demand drawn by Mogaddala Vencatarayavah

Signed

Coorapauky Alvarez

Witnesses
Moola Balla Chetramah
Petty Coney Aupiah

A true Translation as near as can be from the Original Gentoo by Conacapah Sworn Interpreter

William Cranwell
Attorney for the Complaint

Mayor's Court at Madraspatnam

Tuesday the 22d day of May Anno Domini 1765

Present

Thomas Pomeroy Esquire Mayor
Peter Marriette —— James Hay
George Baker —— Alexander Dawdson
Aldermen

Mayor's Court

Between Arrathun Thaddeus of Madras Inhabitant Complainant and Coorapauky Alvarez also of the same place Inhabitant Defendant

The defendant being in Court and acknowledging the justness of the Complainants demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the defendant shall pay unto the Complainant the full and just sum of Four hundred and Eighty Pagodas (Pagodas 480) Pagodas

further to shew to and abide such Order and Decree thereupon as to this Honble Court shall seem Meet

Archdale Palmer
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 29th day of May Anno Domini 1764

L.S.

Present

Thomas Pomnney Esquire Mayor
Claud Russell ——— John Delonnaire
James Hay ——— Thomas Chelsall &
George Baker ——— Aldermen

Mayors Court

Between Auel Aga of Madras Merchant Complainant and Coparty Padrugasum also of the same Place Merchant Defendant

The defendant being in Court and acknowledging the justness of the Complainants demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the defendant shall pay unto the Complainant the full and just Sum of Six Hundred and thirty Eight Pagodas seven fanams and Eighteen Cash (Pagodas 638. 7. 18) together with such Interest as now is or shall hereafter become due thereon until full Payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit

By Court

Mayor's Court at Madraspatnam

Tuesday the 12th day of June Anno Domini 1764

L.S

Present

Thomas Pomnney Esquire Mayor
Claud Russell ——— John Belmadure
James Hay ——— Thomas Chetsall &
Alexander Davidson ——— Aldermen ———

Mayors Court

Between Charles Smith Executor to the Estate of Thomas Heath Esqr late of Madras Merchant deceased Complainant and Myla Subarayr also of the same place Merchant Defendant

The defendant being in Court and acknowledging the justness of the Complainants demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the defendant shall pay unto the Complainant the full and just Sum of Eight Hundred Pagodas Pagodas 800 / together with such Interest as now is or shall hereafter become due thereon until full Payment according to the Tenor of the Obligation sued for also all Costs of this Suit ———

Four

Read and filed 11th May 1762

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sabur Benedict of Madras Weaver that Whereas Andiapah also of the

132.

A

A Translate of an award as near as can be from the Original Malabar by Conocapachewer Interpreter

Whereas a Disputed account has been depending between Vadimally and Andiapa since the Siege of this Place when they were shutt up in the Fort together with the underwritten Eight Persons, Arbitrators, in the presence and at the Request of Annandarya Pilla Conicoply to Samuel Ardley Esquire and Iyea Naiquen Conicoply to the Paymaster have fully heard and Examined the said disputed Account and finding that the abovementioned Andiapa having Bound himself in a Penalty Bond to produce produce particular accounts of four hundred Bullocks notwithstanding which he has only produced account of three hundred and thirty Bullocks, we the said Arbitrators, therefore do hereby make and declare this our award, that the said Andiapah shall pay unto the aforesaid Vadimalla the hire Money on sixty Bullocks and thirty two Men for twenty two days (commencing from the day they Entred into the Fort unto the day that they left it) at the Rate which the Company paid unto the said Andiapah Dated at Madras the 28th October 1761 — Drawn up by Subramanien Procopply to Palvatier — (Signed) Chinnana Chittana
Pariswanna Chattlun
Tada Moodily Pygaroo
Cannara Buffapah & Ananda Chitty

B

1759 ..... p. Andiapah ..... Dr

February ... 20. To hire Money on 60 Bullocks for 72 days at 1 fanham a day is 2½ Pagodas p Bullock ..... Pags 1440 0

To Ditto for 32 Men for 72 days 3 fanhams is each 1½ Pagodas 576 0

Pagodas 2016 2 3 at 1 day 576 6

1762 Yr Mo Dy

April ..... 28. To Interest on Pagodas 576 6 0 for 3 2 8 @ 8 ¼ Cent p Annum 186 30

Madras 28th April 1762 Errors Excepted Vadimalla B his mark Pagodas 723 0

C

I Vademallee do hereby transfer and make Over to Sadur Benidict of Madras Merchant for a valuable Consideration Received of him all my Right and title to an award of an Arbitration which is accomplishable by Andiapah bearing date at Madras October 28th 1761 also all my Right and Title to the Sum of seven hundred and three Pagodas due to me on April the 28th 1762 by the said Andiapah with all Interest that shall Accrue or shall become due thereon on account of the said Award which Account is marked with my own mark and dated April 28th 1762

Madras April 30th 1762 — Vademallee B his Mark —

Siege was Raised the said Vade Mille made a demand on the aforesaid Jonathan Blake for the hire of sixty Bullocks, who answered that he had no Bullocks belonging to him which were for the Company's Use and afterwards the said Vade Mulla made his Complaint to Henry Vansittart who sent for this Defend-ant together with one Mangapa and Tattapa when this defendant produced the owners of the sixty Bullocks and what Money they had Received on Account of the said Bullocks upon which the said Henry Vansittart took a Receipt from them and dismissed the Complaint of Vademilla sometime afterwards the said Vdemilla went to one Andrapa and Sail Naick who sent for this defendant and Gathered up seven or eight Persons and ordered this defendant to agree to their Determination who Refused the same by telling them that the dispute was already decided by the aforesaid Henry Vansittart but they Never Regarded what this Defendant said and as the Persons before mentioned were most of them Relations and friends of the said Vadmally they Gave their award in favour of him and forced this Defend-ant to bind himself in a Finally Bond and after having produced an Account of three hundred and thirty Bullocks and offered to produce the Account of seventy more, incase the said Vademalla would go with this De-fendant to the Camp which he Refused to do

All which matters and things this defendant is ready to Aver maintain and Prove as this Honble Court shall direct and prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully sustained. ---

S. F. Greenslate
Attorney for the Defendant

Read and filed the 23 November 1762

Replication of Salvador Benedict of Madras patnam Writer Complainant to the Answer of Mootrau aforesaid Inhabitant Defendant

This Replicant now and at all times hereafter saving and Reserving to himself all and all manner of Advantage and Benefit of Exception

Defendant said and this Replyant cannot admit that the said seven or eight Persons said to be assembled were most of them Relations and friends to the said Vademilla therefore gave their Award in favour of the said Vadimilla and compelled the Defendant to bind himself in Penalty Bond and this after which the Defendant having produced their account of three hundred and thirty Bullocks, Offered to Produce an account of twenty more of the said Vademilla of the said Vademilla would Go with the Defendant to Examp. what the said Vademilla Refused and this Replyant saith the said Vademilla was under no obligation to the Defendant so to do

And this Replyant for a more full and clear information to this Honble Court of his suit and free Bill of Complaint against the defendant Begs their attention from the following Circumstances, Occurrances and Transactions that is to say that at the time the transferrer Vademilla was forced into Fort Saint George he drove in with him sixty Stout Bullocks with their drivers and managers most of which before that time were employed in the Service of the Encamped at St Thomas's Great Mount which said sixty Bullocks together with three hundred and forty Bullocks with their drivers or Managers were taken to hire for the use of the Garrison and driven under the direction care and Management of the said Andiapah under whom where other Sirdars or managers in the Service of the Company and the said Garrison Besides thirty Bullocks which were turned out as Unfit the Defendant was overseer and Manager of the said four hundred Bullocks and Herd Men under whom the said Vademalla with sixty Bullocks and their drivers employed and taken to him by the Company afterwards to say about fifty days the Defendants Received a sum of Money from the Company and after some days he gave to the said Vadimala and others his drivers under him to the amount of about six hundred Rupees on account of hire of the said sixty Bullocks and their drivers after days after which the defendant came to the said Vademalla and said drivers and acquainted them the Company was in his debt for the hire of Bullocks and that he was short of Money and Requested the said Vadimalla and them to Return Back their Money to supply his present occasion which they Complyed with he promising at the same time he would Close their account as to pay the whole amount due unto them some time after which the Honble George Pigot Esquire complimented all the Bullocks drivers with the sum of twenty Pagodas out of which the defendant gave to each of the

Garrison of Fort St George and that the defendant had Received of the Company three Money in full for the said sixty Bullocks one of the Witnesses declares that he has often pressingly urged the Defendant to pay the said Vadamilla but the defendants Answer to the Witness were Let the said Vadamilla seek his Right And this Replyant saith on examination into Particulars of the defendants Account the defendant Charges only three hundred and thirty Bullocks whereby the Arbitrators when throughly convinced that the defendant had not paid the said Vadamilla for his said sixty Bullocks and his drivers on which the Arbitrators were intended to give an award in favour of the said Vadamilla to prevent which award the defendant Artfully Contrived meanes by mean Excuses and alledging his Accounts and papers where at the Camp which he produce in fifteen days the Arbitrators admitted the defendant twenty Days to produce a more satisfactory account and prevailed upon the said Vadamilla to Consent to take an obligation of the defendant that in case the defendant should not produce a Regular four and just Account of the Remaining sixty Bullocks the Defendant should pay the said Vadamilla for the Hire of the said sixty Bullocks and a Penalty of the Sum of twenty four Pagodas which said Obligation is Ready to be produced when Required and the defendants not Complying therewith the Arbitrators had Determined on the twenty eighth day of October in the Year of our Lord one thousand seven hundred and sixty one and did then unanimously give their award in favour of the said Vadamilla which is annexed to this Replyants Bill of Complaint and Produced before the Court

And this Replyant humbly begs leave to point out to this Honble Court the many falsitys and Absurdities of the Greatest part of the defendants Answer that is to say in some part of his Answer the defendant denies that the said Vadamilla ever had any Bullocks Belonging to him in the Garrison of the Number already hereafore mentioned afterwards the defendant saith that after the Siege was Raised the said Vadamilla made a demand on the said Jonathan Blake for the Hire of the aforesaid sixty Bullocks who said he had no Bullocks belonging to him for the Companys use in another place the Defendant inserts in his Answer that on the Complaint &c

160

Read and Filed
18th January 1763

The Rejoinder of Andiapah of Madras
Inhabitant to the Replication of Salue
Benedict of the same Place Writer

This Defendant now and at all times hereafter saving and
Reserving to himself all and all manner of Benefit of Exception to the many Errors
uncertainties and untruths in the said Replication contained for Rejoinder there-
unto saith that this Defendants Answer is true and Sufficient in the Law to be
Replyed unto and this Defendant further saith that Notwithstanding the many
Prolix Arguments made use of by the Replyant to Illustrate his Demand
on this defendant this Defendant still Insists that the same has no foundation
either in Law or Equity and as this defendant can in no wise admit the truth
of the Narration of the several Facts set forth by the Replyant in his said Replica-
tion upon the bare narration of them the Variety thereof must be left to what
Proofs the Replyant can produce to support them this defendant absolutely
Denies that his assent to the Arbitration Rested by the Replyant was ever
Voluntarily obtained of this Defendant of which this Defendant will produce
sufficient Proof in due time And this Defendant says as in and by
his said Answer he has already said and does and will aver all and
every matter and thing therein alledged and set forth to be true as the
same are therein and thereby Expressed

Archdale Palmer
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be
produced sworn and Examined on the part and Behalf of Salue Benedict of Madras-
patnam Writer in a certain Cause wherein the said Salue Benedict Inhabitant of
Vepdumilla of the same Place is Complainant and Andiapa also of Madras aforesaid
Inhabitant

162

Mayors Court at Madraspatnam

Between Sator Benedict by transfer of Vademilla complainant and Andeapah Defendant

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

Pulla Shisna of Madras Bullock driver aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27th day of April 1763 shewn at the Office of Mr. Archdale Palmer Attorney for the Defendant by Canacapah who left a Note in the Name Title and place of Abode of the said Pulla Shisna and afterwards on the same day being sworn and Examined deposeth as follows

1st 1 ..... To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant Sator Benedict but that he has known the defendant 18 Years and the Transferer Vademilla the same time or thereabouts

2 ..... To the second Interrogatory this Deponent saith that he is not acquainted on his own Knowledge but that he had heard from his Father, who is since dead that when the transferrer Vademilla was forced by the french Army to Retire into Fort Saint George he drove some Bullocks to the Number of sixty into Garrison belonging to different Bullock drivers and that with the said Sixty Bullocks were other three hundred and forty Bullocks, taken to hire for the use of the Garrison and that the first said sixty Bullocks were under the care and management of the Transferrer Vademilla and the latter three hundred and forty Bullocks were under the care and management of Andeapa and more this Deponent saith not to this, to the third or to the last Interrogatory

Richard Sathom
Examiner

NB The Words dotted under were expunged by Order of Court
15th June 1764

J. Mostyn Regr.

Mayors Court at Madraspatnam

Between Sator Benedict by Transfer of Vademilla Complainant and Andeapah Defendant

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

D ..... To the 2cond Interrogatory this Deponent saith that he was not acquainted does know
at the time when the Transferrer Wadimilla was forced by the French Army to Retire
into Fort St George of his drawing some Bullocks to the number of Sixty into Garrison
six of those Bullocks were belonging to this Deponent and the Rest to the said
transferrer and other People whose names he is unacquainted with, this deponent
further saith that the said sixty Bullocks were with other three hundred and
forty Bullocks taken to hire for the use of the Garrison and were under the care
and management of Sindiapah the defendant who took an Account of them
and Received their hire money from the Company and also had paid to
him this Deponent sixty Rupees on account of his said six Bullocks which
he the defendant took back again on his and the said transferrer differing
about the hire of the whole as Wadimilla was alone accountable to this Deponent
and more saith not to this or to the last Interrogatory

Richard Lathom

The Mark of ✕ Comrapah

Examiner

N B The Words dotted under were Expunged by Order
of Court 15th June 1764

J. McStone Reg

Mayors Court at
Madraspatnam

Between Salvo Benedict by Transfer
of Wadimilla Complainant & Sindiapah defendant

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

Dasuga of Madras Bullock driver aged 20 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on the
27th day of April 1763 sworn at the Office of Mr Archdale Palmer Attorney
for the defendant by Comocapah who left a Note of the name Title and
place of Abode of the said Dasuga and afterwards on the same day
being sworn and Examined deposeth as follows

D ..... To the first Interrogatory this Deponent saith

with and that the said sixty Bullocks were with other three hundred and forty Bullo
taken to hire for the use of the Garrison, and were under the care and managment of
Andiapah and his the defendants Brother and more saith not to this or to the
last Interrogatory.

Richard Lathom
Examiner

Thomas hof 10 Ramanah

N.B. The Words dotted under were expunged by Order of Court 15 June 1764

J. McStome Regr

Mayors Court at
Madraspatnam

Between Salvr Benedict by trans fer of
Vademilla Complainant and Andiapah Defendant

Depositions of Witnesses in this Cause taken by and before the Exam=
-ner in this Court as Follows

Thanapa of Madras Bullock driver aged 30 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on the
27th day of April 1763 sworn at the Office of Mr Archdale Palmer Attorney for
the Defendant by Conocapah who left a Note of the Name Title and place of
Abode of the said Thanapa and afterwards on the same day being
sworn and Examined deposeth as follows

1 ..... To the first Interrogatory this Deponent saith that he is not acquainted
with the Complainant Salvr Benedict but that he has known the
Defendant 30 Years and the Transferrer Vademilla the same time or
thereabouts

2 ..... To the third Interrogatory this Deponent saith that he does know of Andi=
apa and Vademilla having a Dispute with each other concerning the
hire Money of some Bullocks and that they Did without force or compul=
-sion being used to either of them voluntarily enter into a Bond of Arbitra=
-tion to stand to and abide by the Award of eight Persons to be chosen
by the Consent and approbation of the said Andiapa and Vademilla
under the Penal Sum of five hundred Pagodas, saith further saith not

the

Years age or thereabouts and more saith not to this Or to the last Interrogatory

Richard Lathom
Examiner

The Mark of ℣ Pilla Muttoo

Mayors Court at Madraspatnam

Between Salvr Benedict by Transfer
Vadamilla Complainant and Andiapah Defendant

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

Acut Krishna of Madras Bullock driver aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27 day of April 1763 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Tonacapa who left a Note of the Name Title and place of Abode of the said Acut Krishna and afterwards on the same days being sworn and Examined deposeth as follows

1 To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant Salvr Benedict but that he has known the Defendant 20 Years and the Transferrer Vadamilla the same time or thereabouts

2 To the third Interrogatory this Deponent saith that he does know how that Andiapah and Vadamilla were in dispute with each other concerning the hire Money of some Bullocks and that they did without force or compulsion to either of them being made use of voluntarily enter into a Bond of Arbitration to stand to and abide by the award of eight Persons to be chosen by the consent and approbation of the said Andiapah and Vadamilla under the Penal Sum of five hundred Pagodas and further saith that the Arbitration Bond now shewn to him was duely executed by the above said Andiapah and Vadamilla he this Deponent being present when the said Arbitration Bond was signed by the Defendant and the Transferrer in the presence of eight Persons by them chosen to be Arbitrators in a Tyal Mayamunta Mad Pagoda Street one Year and a half ago or there abouts and more answereth not to this or to the Penal Interrogatory

Richard Lathom
Examiner

No 5 The Words dotted under were expunged by Order of Court 15 June 1764 — J. Mostyn Reg

170

Mayor's Court at Madraspatnam

Between Sator Benedict by Transfer Vadamilla Complainant and Andiapa Defendant

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

Cathiar Thetna Moodley of Madras Merchant aged 60 Year or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27th day of April 1763 shewn at the Office of Mr Archdale Palmer Attorney for the defendant by Conocapa who left a Note of the Name Title and place of Abode of the said Cathiar Thetna Moodley and afterwards on the same day being sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith that he is not acquainted with the Complainant Sator Benedict but that he has known the defendant thirty Years and the Transferrer Vadamilla the same time.

4th ..... To the fourth Interrogatory this Deponent saith that he does know of Andiapa and Vadamilla having had a difference concerning the hire Money of sundry Bullocks and that they did apply to and Request of him this Deponent to draw the Arbitration Bond now shewn to him to arbitrate their disputes under the award of five hundred Pagodas and further saith that the Arbitration Bond was executed by the said Andiapa and Vadamilla by their own free Will and Consent and without any force or compulsion whatever to either of them being used to the best of his this deponents knowledge and more answereth not to this or to the last Interrogatory

Richard Lathom
Examiner

Interrogatories to be Administered to cross Examine such of the Witnesses as have been Produced sworn and Examined on the part and behalf of Andiapa of Madras aforesaid defendant wherein the said Andiapa is the defendant and Sator Benedict by Transfer of Vadamilla also of Madras aforesaid Writer is the Complainant

1st
To Monangapah Shoomen London Ninnapa Thillapen Eppanen

1 ..... Do You Know the Parties Complainant and the Transferrer Vadamilla and the Defendant in this Cause or either and which of them if Yea how long have You known them or either and which of them Declare ——————

Complainant but that he has known the Defendant 25 Years and the Transferrer
Vademilla the same time or thereabouts
A.
2 ..... To the Second Interrogatory this Deponent saith that at the time of the Siege the Comp
took to hire four hundred Bullocks but out of that number whether any were
belonging to the Transferrer Vademilla he this Deponent cannot tell
D
3 ..... To the third Interrogatory this Deponent saith that he did hear the Transferrer a
Defendant had signed an Arbitration Bond, which is all the said deponent
answer to this Interrogatory
4th
4 ..... To the fourth Interrogatory this deponent saith that 15 Bullocks of the 100
which the Company took to hire were belonging to him and more answereth
not

The mark of — Monongapah

Richard Latham
Examiner

Mayor's Court at Madraspatnam

Between Satur Benedict Lyal Transfer of Vademilla Complainant and Andiapa Defendant

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

Thoonen London of Madras Al. Merchant aged 25 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 22d day of June 1762 sworn at the Office of Mr Archdale Palmer Attorney for the Defendant by Conocapa who left a Note of the Name Title and Place of abode of the said Thoonen London and afterwards on the same day being sworn and Examined deposeth as followeth

1st
1 ..... To the first Interrogatory this deponent saith that he is not acquainted with the Complainant but that he does known the Defendant 10 Years and the Transferrer Vademilla 10 Years or thereabouts
D
2 ..... To the Second Interrogatory this deponent saith that at the time of the Siege the Company took to hire four hundred Bullocks but out of that number whether

174

Mayor's Court at Madraspatnam

Between Satur Benedict Complainant by Transfer of Vadamilla and Andiappah Defendant

Depositions of Witnesses taken in this Cause by and before the Exam-
-ner in this Court as followeth

Chittapen of Madras Ol Merchant aged 60 Years or thereabouts being
Produced as a Witness in this Cause on the part of the Complainant was on the 27 day
of June 1763 shewn at the Office of Mr Archdale Palmer Attorney for the Defend-
-ant by Lonocapa who left a Note of the Name Title and Place of Abode of the said
Chittapen and afterwards on the same day being sworn and examined
deposeth as followeth

A ..... To the first Interrogatory this deponent saith he is not acquainted with the Com-
plainant but that he has known the Defendant 40 Years and the Transferee
Vadamilla 30 Years or thereabouts

B ..... To the second Interrogatory this deponent saith he cannot say any thing
certain thereto, nor to the third

H ..... To the fourth Interrogatory this Deponent saith that out of the Number of Bullock
the Company took to hire ten were belonging to him and more deposeth not

Richard Latham
Examiner

his
Chittapen
Mark

Mayor's Court at Madraspatnam

Between Satur Benedict Complainant
by Transfer of Vadamilla and Andiappa Defendants

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

Tyrapanen of Madras Bullock driver aged 34 Years or thereabouts being
being Produced as a Witness in this Cause on the part of the Complainant was on
the 23 day of June 1763 shewn at the Office of Mr Archdale Palmer attorney
for the defendant by Lonocapah who left a Note of the Name Title and
Place of abode of the said Tyrapanen and afterwards on the same day being sworn
and

176

Mayors Court at Madraspatnam

Between Salvo Benedict Complainant by transfer of Wadamilla and Indiapah Defendant

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

Modaveen Mootu of Madras Bullock driver aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of June 1763 shown at the Office of Mr Archdale Palmer Attorney for the Defendant by Tonocapa who left a Note of the Name Title and place of abode of the said Modaveen Mootu and afterwards on the same day being sworn and examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 30 Years and the Transferrer Wadamilla 10 Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he does not know anything Relateing thereto or to the third

4th ..... To the fourth Interrogatory this Deponent saith he was at the Defendants House when the Arbitrators Peon came to fetch the Defendant and overheard the parties of that Affair as he hath before deposed and more addeth not

Richard Latham
Examiner

The Mark of ☓ Modaveen Mootu

Mayors Court at Madraspatnam

Between Salvo Benedict Complainant by transfer of Wadamilla and Indiapah Defendant

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

Sheven Mootu of Madras Bullock driver aged 40 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 28 day of June 1763 shown at the Office of Mr Archdale Palmer Attorney for the Defendant by Tonocapah who left a Note of the Name Title and Place of abode of the said Sheven Mootu and afterwards on the same day being sworn and Examined deposeth as followeth

178

Deposition of Mannapa on Solemn Oath at the Pagoda of Amanthraya

I do hereby depose that Andiapah was paid with six or seven Boggs of Rupees and out of which Sum he took the Sum of four hundred Rupees on account of Presents on the hire and Wages of four hundred and thirty Bullocks out of which number of Bullocks thirty were turned out and in the Remainder of four hundred Bullocks there was Bullocks belonging to Vadamilla and I do hereby also depose that the hire and Wages of the said Number of four hundred Bullocks was paid in full and I do also depose that out of the said Sum of Four hundred Rupees the Present Money and twenty Pagodas which the Governor gave as a present and the said Andiapa gave me some out of it and some and to Vadamilla out of the said four hundred Rupees and I do also depose that the said Boggs were brought by five or six of us and the said Bullocks of the said Vadamilla were numbered and accounted in the said Number of the four hundred Bullocks and that I cannot tell the particulars of the said thirty Bullocks to whom they Belonged dated November the 26th Witness my hand

This is the Mark of Monengapah

Said to be a true translation as near as can be taken in the Mallabar Language from the Original by Conacapa a sworn Interpreter

William Bishop
Attorney for the Complainant

Compared by Order of Court 15th June 1769
J. Mostyn Regr

Deposition of Sippanen taken by Solemn Oath at Amanthanne Pagoda

I do hereby depose that in the number of four hundred and thirty Bullocks which were numbered there was in the said Number five Bullocks belonging to Vadamilla and also I do depose that out of the said Number of four hundred and thirty Bullocks there was thirty Bullocks turned out which I cannot tell to whom they Belonged the rest of the Bullocks which were under my care are as follows forty belonging to Chittana and Sippanen fifty belonging to Chide eighty belonging to Cattige and also that Pattayea Londa and monegapa promised to give me fifty Rupees as a present out of the Sum of four hundred Rupees But did not accomplish the same and to others they have given Money November the 26th

This is the mark of Sippanen

Said to be a true translate as near as can be taken from the Mallebar Language by Conacapah sworn Interpreter

William Bishop
Attorney for the Complainant

Compared by Order of Court 15th June 1769
J. Mostyn Regr

180

Interrogatories to be Administered to such Witnesses as shall be produced sworn and examined on the part of the Defendant in a Certain Cause wherein Father Benedict of Madras Writer is Complainant and Andiapah of the same Place Inhabitant Defendant

To all the Witnesses Imprimis ..... Do You Know the parties Complainant and Defendant in this Cause or either and which of them? If yea how long have you so known them or either and which of them declare

To Monongapa Thoner London Nuneapah Thallapen Typpanen Boodyen Cheddumbarrum

2d ..... Do You Know or are acquainted or do not Know or are acquainted of any Bullocks drove into Madras on the french Army's appearing before it? If yea from whence were such Bullocks drove from at that time and for what use or particular Service was such Bullocks used for? and in whose Pay were they? Forwhom were such Bullocks you were so acquainted with Belong? or who were the owners there of? How came you acquainted with such Bullocks and who paid the hire of such Bullocks, and how many were so acquainted of and under whose Charge were they? The whole with your Reasons Particularly Declare?

To the same .... 3d ..... Do You Know or do You not Know or are acquainted with the Exhibits marked A.B.C.D or either of them? If yea how came you so acquainted with them or either and which of them Declare?

To Modaveen Mottu Sheven Mootu Chetty and a Naick

4th ..... Do you Know or are acquainted or do you not Know or are acquainted of any Peon or Servant being sent to the Defendant Andiapah in this Cause on any Business concerning any Dispute or difference between him and any other Person? If yea on what Business or for what Purpose was such Peon sent? By whom was he so sent? and when or how long ago? and how many times? and in what state of Health was the defendant Andiapah then in? what passed between such Peon or servant so sent and the said Defendant? and at what Particular Hours of the day or Night did such Peon or Servant come to the Defendant? The whole declare with Your Reasons at Large

To all the Witnesses .... Last ..... Do you Know or can you say any other matter or thing Material for the Defendant in this Cause? If yea set forth the same as you Know and do Believe together with the Reasons of such your Knowledge and Belief

Archdale Palmer
Attorney for the Defendant

182

B

An Account of 100 Draught Bullocks carrying Powder with the Owners names they Belonged to from the time the Army laid encamped at Sweet Thomas in Great Modret to the Raising of the Siege under the Care of the following two head Drivers — Namely Tippanen and Boodyen

Tippanen	20 Bullocks
Seruvellow Coorawen	5
Mall Chilly	7
Pommel Buspanen	3
Boodyen	2
Doddapen	2
Hullappen	1
Cundappen	2 "
Veerannen	1 "
Coorenden	6 "
Hoddappen	2 "
Seyannen	1 "
Buspanappen	1 "
Shennappen	2 "
Appoo Sahemy	5 "
Sedarreen	2 "
Tambugan	2 "
Appoo Candey	3 "
Shidden and Callapen	20 "
Mooly Call Vencatten	1 "
	100

Coat
Said to be a true Translation from a Cafferan Account answered in Malabar by Convocapah Court Interpreter

Archdale Palmer
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between Sator Benedict by transfer of Vadamulla Complainant and Andeapah Defendant

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

Monagapah of Madras Bullock driver aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 19 day of May 1763 Sworn at the Office of Mr William Bishop attorney for the Complainant by Sencapia who left a Note of the Name Title and place of abode of the said Monagapah and afterwards on the same day being sworn and Examined deposith as followeth viz.—

To the first Interrogatory this deponent saith he is not acquainted with the Complainant but that he has known the Defendant 10 Years or thereabouts

To the Second Interrogatory this deponent saith he does know of some Bullocks being drove into Madras from the Mount on the French army's appearing before it to draw Guns and carry Powder for the use, and in the pay of the Company, Which said Bullocks were belonging to him this deponent and the Rest to other different Bullock drivers in this Place, where he this said deponent was when the Bullocks aforesaid were drove into Pattapam and further saith that Mr Black Received the Money from the Company and paid for the hire of such Bullocks to the Number of two hundred and ten and that they were under the Charge of Pattapah, Andeapa Candapah, Nellatomby and him this deponent

To the third Interrogatory this deponent saith he is aquainted with the Exhibits marked A.B.C.D. having been shewn to him before by one Patapah who took the account from Thoomen London and more saith not to this or to the last Interrogatory

Richard Latham
Examiner

The Mark of ✕ Monagapah

Mayor's Court at Madraspatnam

Between Sator Benedict by transfer of Vadamulla Complainant and Andeapa Defendant

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

Thoomen London of Madras Ol. Merchant aged 25 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 19th day of

2d ..... To the second Interrogatory this Deponent saith there were some Bullocks drove into Madras at the time the French army appeared before this place which were used for Draught and Carriage Service on the account and in the pay of the East India Company. 2 of which said Bullocks were belonging to one Sonnapah, 2 to Chedumbrum 2 to Valen & to this Deponents Brother Veneveroo Nellatomby now deceased and the Rest to different Bullock drivers and further saith that one M.r Black Received the Money from the Company and paid for the hire of such Bullocks to the Number of four hundred (400) and that the said Bullocks were under the Charge of Thomas Condon, Palapah, Manongapah, Appanah, and this Deponents Brother Veneveroo Nellatomby deceased from the last of whom He this said Deponent was made acquainted with all the Circumstances which he hath here above deposed; besides which he saith that two Bullocks out of the above said number were his own private property and belonging to him.

3d ..... To the third Interrogatory this Deponent saith he is not acquainted with the Exhibits marked A B C D and more saith not to this or to the last Interrogatory

The Mark of Nunnapah

Richard Sathorne
Examiner

Mayor's Court at Madraspatnam

Between Sahu Benedict by Transfer of Vadamilla Complainant and Ambapa Defendant

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

Chullapen of Madras Al Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 19th day of May 1763 shewn at the Office of M.r Williams Bishop Attorney for the Complainant by Ambapa who left a Note of the Name Title and place of abode of the said Chullapen and afterwards on the same day being Sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant Thirty Years or thereabouts

2d ..... To the Second Interrogatory this Deponent saith he does know of some Bullocks being drove into Madras from the Mount, in the French Troops appearing before it used for draught and carriage Service on the account and in the pay of the Company 10 of which said Bullocks were belonging to him, this Deponent, and the Rest to different

Bullock drivers of this place, where he this said deponent was, when the Bullocks aforesaid were drove into Garrison, and further saith that one Mr. Black received the Money from the Company and paid for the hire of such Bullocks to the Number of four hundred (400) and that they were under the Charge of Cundapah, Monongapah Tatapah, Chedumbarum, Boodyen and here this deponent

To ..... To the third Interrogatory this deponent saith he is not acquainted with the Exhibits marked A.B.C.D and more saith not to this or to the last Interrogatory

Remark of Seppanen

Richard Latham

Examiner

Mayor's Court at Madraspatnam

Between Salvador Benedict by Transfer of Vadimilla Complainant and Andrapa Defendant

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

Boodyen of Madras Bullock driver aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 21st day of May 1763 sworn at the Office of Mr. William Bishop Attorney for the Complainant by Comacopa who left a Note of the Name Title and place of abode of the said Boodyen and afterwards on the same day being sworn and examined deposeth as followeth

To ..... To the first Interrogatory this deponent saith he is not acquainted with the Complainant but that he has known the Defendant twenty Years or thereabouts

To ..... To the second Interrogatory this Deponent saith he does know of some Bullocks being drove into Madras from the Mount on the French Army's appearing before it which were employed to draw Guns and carry Powder for the use and in the pay of the Company five of which said Bullocks were belonging to him this Deponent and the Rest to different Bullock drivers also further deposeth that he came along with the Bullocks aforesaid when they were drove into Garrison, and that one Mr. Black Received the Money from the Company

and

of Him the Deponent and the Rest were under the Cares of Cundapah, Nmany apah
Seppanen, Nannan, Nillatombay, Boodyen and Palapah

To the third Interrogatory this Deponent saith he is acquainted with the Exhibits entered
A.B.C.D having been shewn to them before by Palapah, who took the Account
from Thomen Condan and more saith not to this or to the last Interrogatory

Richard Latham
Examiner

Mayors Court at Madraspatnam — Between Sahar Benedict by Transfer of Vadamilla Complainant and Andeapah Defendant

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

Madaven Mootu of Madras Bullock driver aged 20 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 21st day of May 1763 sworn at the Office of Mr. William Bishop Attorney for the Complainant by Conacopah who left a Note of the Name Title and place of Abode of the said Madaven Mootu and afterwards on the same day being sworn and Examined deposeth as Followeth

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant twenty Years or thereabouts

To the fourth Interrogatory this Deponent saith, he was acquainted with a Peon being sent to the Defendant Andeapah, two different times about two Years ago, by the said Defendants and Vadamillas Arbitrators on account of a difference subsisting between them at which time the Defendant Andeapah was sick and told the Peon he could not go out to which the Peon aforesaid Replyed if he was not well enough to walk he had orders to carry him on his Cott and further saith this happend between the Hours of Nine & 10 o'Clock in the Morning at which time he this Deponent was at the Defendants House and hearing the above Conversation pass between him and the Peon told to Andeapa that he had better go along with him the said Peon and Walk softly which he the aforesaid Defendant

immediately

92

Mayors Court at
Madraspatnam

Between Lazar Benedict by Transfer of
Wadamilla Complainant and Andeapa Defendant

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

Chinnadeu Naike of Madras Peon aged 30 Years or thereabouts being
produced as a Witness in this Cause on the part of the Defendant was on the 21st day
of May 1763 shewn at the Office of Mr William Bishop Attorney for the Complain-
ant by Conacajah who left a Note of the Name Title and place of abode of
the said Chinnadeu Naike and afterwards on the same Day being sworn
and Examined deposeth as Follows

To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant but that he has known the Defendant twenty Years or thereabouts
To the Second Interrogatory this Deponent saith he has acquainted with a Pion's
being sent to the Defendant Andeapah two different times about two Years
ago by the said Defendants and Wadamillas Arbitrators on account of a
difference subsisting between them at which time the Defendant Andeapah
was sick and told the Pion he could not go and to which the Pion aforesaid Replyed
if he was not well enough to walk he had orders to carry him on his Back and
further saith this happened between the hours of 4 and 10 o Clock in the Morn-
ing at which time he this Deponent was at the Defendants House and
hearing the above conversation pass between them and the Pion told to An-
deapah that he had better go along with him the said Pion and walk
softly who he the aforesaid Defendant immediately did, and more this
Deponent deposeth not, to this or to the last Interrogatory

Richard Lathorpe
Examiner

The Mark of Chinnadeu Naikap