# Sesame Street 8+1

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Read and filed
6th March 1763

To the Honble the Mayors
Court at Madraspatnam

# Humble Complaining

Sheweth unto
Your Worship Court Your Orator John Lawes Smith by his Attorney
John Lewis of Madras Merchant Boatswain Tongamah Chitty
Sidiam Chitty Manickadoss Venkata Doss all of Madras Merchants
Humbly Saith to Your Orator in the full and just Sum of Eight Thousand
Four Hundred and Ninety four Pagodas Twenty four Fanams and Twenty
Two Cash or Long or Sterling Money of Great Britain at the rate of Eight
Shillings for Every Pagoda Three Thousand Four Hundred and fifty Eight
Pounds Six Shillings as will More fully appear upon Reference to an
Account for the Suppliers of this Honble Court hereunto Annexed For Whereas
the said Tongamah Chitty Sidiam Chitty Manickadoss Venkata Doss
together with One Bada Moor Chitty now absconded from the Jurisdiction
of this Honorable Court did Enter into an Agreement with Your Orator For
the Supplying him with Three Hundred and fifty Candy of Cotton to be
Delivered at such Times and Prices as Recited in the said Agreement Ready
to be produced when Required by this Honble Court But whereas the said
Tongamah Chitty Sidiam Chitty and Manickadoss Venkatadoss having
made Default of their performance of the said Agreement or Contract according
to the tenor and meaning of the said Contract they now Stand Indebted to
Your Orator as above set forth which your Orators Attorney has in an Amicable
manner demanded Payment of

But now so it is the said Tongamah Chitty
Sidiam Chitty and Manickadoss Venkatadoss Chitty and Bada Moor Chitty
Your Orator in contempt of his Satisfaction touching the premises Your Orator

Therefore Prays a Generall Relief may be as to this Honble Court shall appear agreeable to Equity and good Conscience And Your Orator shall Ever Pray &c

The said Sungana Chitty Sidasiven Chitty and Ramachandra Pandiah

Did Combine Confederate and Conspire Together with Some other Evil disposed Persons unknown to Your Orator to Defraud Your Orator of the Said Sum of Eight Thousand three Hundred and Ninety five Pagodas Together with all such Interest as may be due thereon as well as Costs of this Suit

Forasmuch as this Honble Court is Empowered to Cause the said Sungannah Chitty Sidasiven Chitty Ramachandra Pandiah to be Summoned and Required by the Sheriff of Our Said Honble Court of Judicature at Madraspatnam and Fort St George personally to be and Appear at a certain time and place to be by this Honble Court for that purpose Appointed then and there to Answer the Premises and Your Orator shall further Complaint and further be Heard to and abide such Order and Decree as to this Honble Court shall seem meet

Pichiah Pulver

Attorney for the Complainant

No. 1

Sumpsonock Chitty Sedeum Chitty and Mannikar Pyfe Vencatar Pyfe

Pd. Cowry Chitty Vencatar Comatchetty for the Cabuck ... 3000 ...
Pd. do do do do ... 1000 ...
Pd. do do do do ... 900 ...
Pd. do do do do ... 1000 ...
Pd. do do do do ... 700 ...
Pd. do do do do ... 500 ... 9000 ...

Pd. Comatchy for the following Cabucks
Received back Chitty the Cottonal Vear Repard

Pd. Ch. Mannikar for Ship ... 20 ...
Pd. Ch. Pyramalar Mudr ... 20 ...
Pd. Pyramalar Nainah ... 25 ...
Pd. Pyramy ... 28 ...
Pd. Comaty Cadee ... 20 ...
Pd. Ch. Vencatar ... 25 ...
Pd. Chinnaty ... 25 ... 185 ...

Pd. Chinnaty Vencatar for freight of 26 Bales Cotton ... 2 ...
Pd. Ch. Vencatar Gopaulah ... 2. 39. 10 ...
Pd. Cash for Cotton Bought by Chinnaty Vencatar ... 189 17 00
Pd. Ch. Vencatar for 257 Vs. 10 oz. of Cotton ... 1030 24 00
Pd. Ch. Vencatar Pagodas 8 p Candy ...
Pd. Ch. Vencatar Comaty 1092 Vs. 2 oz. being the Ballance ... 296 34 25
Pd. Ch. Vencatar Comaty for 4 Bales Cotton ...
Pd. Ch. Vencatar Comaty for 35 Vs. 12 oz. Cotton Pagodas ... 1079 4. 25

1762 July

By 1 Bale Cotton Received 9th 1762 Vs. 52. 4. 28
Tare 2 lb Bale ... 2. 15. 4.
Net 49 C. 15. Pagodas ... 1235 02 12
Candy at 25 Pagodas
By 1 Bale do 23 C. 17 Vs. Gross 45. 4. 1.
Tare 2 lb Bale ... 2. 4. 1.
Net 42. 17. ...
@ 25 Pagodas p Candy ... 1050 19 04
Candy 92. 6. 15. Pagodas ... 2321 15 16
Oct. 13 By Ballance ... 1345 20 09

13 Then remained the Lands of Mr. Pyramalar
83 Piggs Cotton w. gross 46. 19. 27. Tare
5 @ 2 lb Bale ... 22 12 2. the nett
which is Estimated at 28 Pagodas p
Candy as stand Pagodas ... 1972 16
which Said Cotton was delivered as a
Security to the Said John Smith

Port St George the 15. Octr 1762 Pagodas ... 1079 4 25
Errors Excepted
P. John Smith
Attorney for John Swan Smith

No 20 Folio
6th June 1760

The Answer of Sangaul Narrain
Mannah Dyer Kanah Dyer Gollah
Narrain & Dyfoolah Narrain &
Gangaram Gollah Narrain Executors to
the Will of Mannay Adundah & Son of Narrain
Gollah Narrain Husband Complainant

The Defendants answer all & every the Matters
and things in the Complainants Bill of Complaint
Exception to the many Errors untruths and imperfections in the said Bill as
for Answer thereunto or unto so much thereof as the Defendants are advised is
materially Concern them to make Answer unto say that they are not Indebted
unto the Complainant as the Sum of Eight Thousand three Hundred and Ninety
five Pagodas Twenty four Fanams and Twenty Nine Cash as alledged in the
Complainants Bill of Complaint But the Defendants say the Complainant
is Indebted unto the Defendants in the following Sum of one thousand four
hundred and fifty three Pagodas Thirty Fanams and Twenty two Cash as will
more fully and at Large appear by two Accounts Current Signed by the Parties
A and B hereunto annexed for the Inspection of this Honourable Court

The Defendants admit to have Received the Pagodas
Articles entered in the Account Current Annexed to the Complainants Bill
that the four Articles of the Debit Side of the Complainants said Account Current
that is to say the Articles for the Sum of three thousand and four hundred Pagodas
for the further Sum of one thousand Pagodas also for the Sum of two hundred Pagodas
also for the further Sum of one thousand Pagodas also for the further Sum of Eleven
hundred Pagodas the Defendants say they Admit they have received the same Respective
Articles each under the Dates mentioned in the Complainants said Account
Current Annexed to the Bill of Complaint

The Defendants Account Admit the Articles of Credit
four Hundred Pagodas inserted in the Debit Side of the Complainants said
Account Current under Date the Twenty sixth day of June in the Year of our
Lord One thousand Seven hundred and sixty two And the Defendants Say
that they or either of them Received of the Complainant the said Sum of Four
thousand and four hundred Pagodas Under Cover to Captain Gibbs of the Honourable
Court's Ship Drake and Just Mark Attending the said Articles of Four thousand and
four hundred Pagodas the Defendants pray they may be allowed the same
Accord to the following Circumstances

A T

The Defendants Say that on or about the Sixteenth Day of January in the Year of our Lord One thousand Seven hundred and Sixty Five that Augustin Chilly one of the Defendants and one Seldom Chilly a Copartner of the Defendants entered into a Contract to furnish the Complainant with five hundred Candys of Northward Cotton at the Rate of Twenty Seven Pagodas per Candy in Case the said Cotton was delivered to the Complainant or his Order at Fort Prince and in Case the said Cotton was Delivered to the Complainant at Madapolam or Cedar then the Price of the said Cotton was to be three Pagodas per Candy to the due performance of which Contract Bulla Mordu Chilly and the Defendant Manuel Dos Remedi Dos became Engaged for the Defendants which said Bulla Mordu Chilly hath since Absconded for these Ten Months last past from the Jurisdiction of this Honourable Court and is not yet returned And the Defendants Admit that the Complainant Paid on Account of the said Contract of the said five hundred Candys of Cotton at different times therein mentioned five Articles of Cash of the Debit side of the said Account Current Amounting to the Sum of the Complainant to the Amount of the Sum of Six Thousand Eight Hundred Pagodas which five Articles of Cash the Defendants have also by Credited the Complainant in their said Account Current hereunto annexed marked with the Letter A for which Sum of Six Thousand Eight hundred Pagodas a Receipt was Signed unto the Complainant by this Defendant Augustin Chilly and Seldom Chilly as aforesaid and for the further Sum of three thousand four hundred Pagodas three Receipts were given by this Defendant Manuel Dos Remedi Dos and the aforesaid Bulla Mordu Chilly unto the Complainant as follows One Receipt for the Sum of one thousand Pagodas and other Receipt for the Sum of seven hundred Pagodas and one other Receipt for the Sum of one thousand Pagodas and also one other Receipt for the Sum of seven hundred Pagodas by this Defendant Manuel Dos Remedi Dos and the aforesaid Bulla Mordu Chilly during the absence of this Defendant Augustin Chilly and the aforesaid Seldom Chilly And the Defendants say that soon after which that is to say about the Twenty Fifth day of May in the Year of our Lord one thousand seven hundred and Sixty two Arnachellum the Chief Dubash to the Complainant wrote a Letter by the Order of the Complainant unto this Defendant Augustin Chilly and the aforesaid Seldom Chilly who then were in the Country and the said Arnachellum acquainted this Defendant Augustin Chilly and the aforesaid Seldom Chilly that the Complainant had Orders from his Master that the Complainant had no Inclination to Demand for the aforesaid Quantity of five hundred Candys of Cotton but that the Quantity of two hundred and Fifty Candys would Suffice for present Occasion on Receipt of the said Arnachellums Letter this Defendant Augustin Chilly

Sum of Six thousand Eight hundred Pagodas on Account of the former Contract
of the said five hundred Candys, on the Next Day Accordingly the Defendant
applyed for payment of the said two thousand four hundred Pagodas at the time
of the said Annachellum who paid the Defendants off from Day to Day by
Evasive and Shuffling Excuses until the said Balla Mondee Chitty had
Absconded from the Jurisdiction of this Honorable Court And the said
Annachellum some time after the Departure of the Complainant on his
Voyage to Manilla and the absconding of the said Balla Mondee Chitty the
last Annachellum took the advantage thereof of the Defendants to Evade the
payment of the said two thousand four hundred Pagodas by his Artfull Insinuation
to the Defendants that he had already paid the said Sum of two thousand
four hundred Pagodas unto the said Balla Mondee Chitty the Defendants
thereupon Applyed to John Smith Attorney for the Complainant for Redress
And the said John Smith gave the Defendants no manner of Satisfaction
touching the Premises The Defendants say the Article of the Sum of
two thousand four hundred Pagodas which the Complainant Charges in
his Account Current Annexed to his Bill under the Date of the Twenty Sixth
Day of June in the Year of our Lord one thousand seven hundred and Eighty two
The Defendants pray Leave to Remark to this Honorable Court that there is
Sum of Two thousand four hundred Pagodas was paid by the Defendants
by the Complainant on or about the Eighth Day of July in the Year of our
Lord one thousand seven hundred and Eighty two And that the Defendants
were present at Madrass and the said Balla Mondee Chitty And the Defendants
say that they Verily Believe to have Signed a Receipt for the said Sum Jointly
Although the said Sum was Severally to be paid by the Complainant in
Conformity and in Like Manner to the Receipts Signed by the Defendants to
the Complainant for the said Sum of Six thousand Eight Hundred Pagodas as
aforesaid ——

The Defendants say that the Non payment of the
Complainant of the said Sum of Two thousand four hundred Pagodas the
Defendants have Suffered many Losses thereby the Particulars whereof will
more fully appear to this Honorable Court in reference to the Defendants said
Account Current hereunto Annexed marked with the Letter A which
Loses the Defendants Humbly hope that this Honorable Court will Decree
and Order to be made Good by the Complainant to the Defendants all the
which Notwithstanding the said Loses Sustained the Defendants Attorney
at Law were Deceived through the Means of the Complainant and
by the Fraud and non Payment of the said Sum of Two thousand and

four

four hundred Pounds and by the Core [illegible] Register of the Complainants Attorney also Sworn to

The Defendants Say to the Bill of Complaint and Each of the Counts thereof that they are not Indebted to the Complainants in the Sum of Two Hundred and Eighty four Pounds and the Cost of Money Set forth in the Said Bill of Complaint in Manner and Form as the Complainants have Charged against them and this they are Ready to Verify

The Defendants Say they cannot answer that part of the Said Bill of Complaint which Charges that the Defendants have Fully Confederated by themselves and Combined with Divers Persons to the Complainants unknown to Defraud the Complainants of their Property in Cotton as set forth in the Complainants Bill of Complaint and

October 26th of the said Second Current of the Complainant 95 Fifty five Candys
four Maunds and Twenty four Pounds Gross weight of Cotton being forty three
Candys three Maunds and fifteen pounds Nett weight the Defendants Affords
that the said Quantity of Cotton which was put on Board the said Vessell
recited in the said Second Current of the Complainant Amounted in the Bill
was the Quantity of Fifty Eight Candys and fourteen pounds Gross Weight
Fifty four Candys seven Maunds and Eleven Pounds Nett weight which
Quantity of Cotton was put on Board the said Vessell at Port Pong as recited
in the said Second Current of the Complainant at the time of the Arrival of
which Vessell at this Port was Riding here a Ship Ordered to Bengall The
Defendants to pay the Complainant Sent an Order to the master of the said
Vessell and Cooper Brake to Ship the said Quantity of Fifty five Candys
seven Maunds and Eleven pounds nett weight of Cotton on Board the said Ship
which was found to Bengall and the said Cotton was Delivered without being
weighed in the presence of either of the Defendants who were at Madras at that
time or the presence of either of their Agents for the Defendants Debit the
Complainant for the said Quantity of fifty five Candys seven Maunds and
Eleven Pounds of Cotton According to their Agreement with the Complainant
at Twenty seven Pagodas per Candy And the Complainant Credit the
Defendants Twenty Nine Pagodas per Candy for the said Cotton The Defendants
Say the Attention of this Honorable Court to Remark If the same they
Entered into a Contract with the Complainant to supply them with three hundred
and Fifty Candys of Cotton as already set forth Two hundred and fifty Candys
thereof they agreed that in Case the same was Delivered at Port Pong the
former rate Twenty seven Pagodas per Candy only And in Case it was Delivered
at Madras the Price was Twenty Nine Pagodas per Candy one Pagoda was
agreed upon by the Defendants and Complainant to be Deducted from the former
agreed of Twenty seven and Twenty Nine Pagodas per Candy Whereby
Candy to the Value and other Charges was to be Accounted for Charge of
Exports and Imports and Duty on the Exportation and Insurance as one
per Candy for which Fifty five Candys seven Maunds and Eleven pounds
of Cotton the Defendants were at the Charge of Exportation and Duty of the
Exportation and Freight of the same to Port Pong were the said Quantity
Cotton was Delivered according to the Will of the Complainant as already
set forth on which Account the Defendants were noted the Charge of Importation
Here the Amount of the Freight as the said Quantity of Fifty five Candys
seven Maunds and Eleven Pounds The Defendants to Credit the Complainant
as during Same in the Article of the Freight as aforesaid The

Defendants

10

Defendants Schedule Referred to in the Complainants Bill of Complaint

The Defendants at the Rate of Seventy three Pagodas per Candy according
to Agreement therefore the Defendants Debt to the Complainant the Sum
of Seventy three Pagodas as Per said Account Current hereunto annexed
Marked with the Letter A.

The Defendants being to have Seventy
two Candys and Seventeen Maunds of Cotton whereas the Complainant
Credit the Defendants Seventy three Pagodas per Candy abateing four
Pagodas per Candy out of Seventy seven Pagodas per Candy being the Price
agreed upon, The Defendants setforth that the said Quantity of Cotton the
Complainant ought to Credit the Defendants Seventy three Pagodas per Candy
which the Defendants have already setforth in the aforesaid Schedule of
Fifty five Candys Seven Maunds and Eleven pounds of Cotton make even to
aforesaid Quantity of Cotton the Defendants have received at the
Charge of Importation and Exportation and Freight from Coppery by the
Article of the Credit Side of the said Account Current hereunto annexed
Marked with the Letter A and which Articles for Freight being
the Sum of one hundred and Twenty three Pagodas Eighty four Fanams and
Seventy Eight Cash and the other Article of the Charge of Importation
here in the word Forty two Candys and seventeen Maunds of Cotton being the
Sum of four Pagodas four Fanams and Fifty Cash and for which the
Defendants have paid the Duty of Importation which Forty two Candys
and Seventeen Maunds was in Part of the said Quantity of two hundred
and Fifty Candys part of the said three hundred and Fifty Candys
the Defendants Contracted with the Complainant as aforesaid the
abatement of the Complainant of the Sum of four Pagodas per Candy out
of the Amount of Seventy seven Pagodas per every Candy the Defendants
setforth that the said Abatement is unjustly urged and that they are not
Chargeable to the said Abatement of the said Sum of four Pagodas per Candy
as the Complainant failed on her part to make payment of the said Sum
of Five Thousand four hundred Pagodas as already setforth the whole
Failure the said Quantity of Cotton did not answer to the same
Limmited in the aforesaid Contract between the Defendants and
Complainants

The Defendant Says to the Orders of the Bill exhibit
of Complaint Eighty Candys Hundred Maunds and three Pounds of Cotton which
the Complainant Subscribes by his Account Current Annexed to his Bill of Complaint
to Remain in the Hands of his Attorney the said John Smyth as a Security
The Defendant Answer and Say that as the Complainant failed on his part
to make Payment to the Defendant the said Sum of Two Thousand four hundred
Pagodas the said Quantity of Cotton has not Arrived at this Place at the Time
Limited in the said Contract or Agreement ——

The Defendant Therefore humbly presume that the
said Quantity of Cotton the Complainant is Entitled to be Entitled by the said
Contract or Agreement of Cotton which Quantity of Cotton was provided and
Brought to Madras on the Complainant Account which Quantity of Cotton the
the Defendants have paid the Duty at the Exportation of the said Quantity
of Cotton and charges Thereof But the Defendants also Assigned the said
Quantity of Cotton to Madras and Credited the Complainant for the charge
of Exportation and the Sum of Two Pagodas Seventeen Fanams and Forty Cash
which Credit the Complainant Rejected the Defendants on his Account Current
annexed to his Bill of Complaint ——

All which Matters and Things the Defendants are
ready to prove Their Support and Warrant as to This Honourable Court shall seem
Meet and pray Leave to be Dismissed with all Reasonable Costs and Charges in
this Behalf most wrongfully sustained ——

Wm Bishop

Attorney for the Defendant

No. 11.

(S. 1) A Statement of Cotton delivered by the Villagers to John Lawrence Smith Esq. for the Honble Company's Investment

| | | | | |
|---|---|---|---|---|
| 1807 July | To 1 Bandy Cotton with the Cotton delivered as follows | Candy | 32 | |
| | In Large Bales ... 145 | Pagodas | 58. | 10 |
| | In Small do ... 365 | | | |
| | Tare Deducted on 145 @ 8 ℔ each Bale 2. 6. 10 | | 2. 13. 0. | |
| | Ditto ... on 56 @ 2 ℔ do ... 0. 6. 18 | | | |
| | | | 55. 7. 11 | |
| | Which at the Rate of 29 Pagodas ℔ Candy | | | |
| Aug.t | To 1 Bandy of Cotton delivered Viz.t | | | |
| | In Large Bales ... 147 Viz.t | | 55. 4. 4 | |
| | Tare Deducted on do 147 do @ 8 ℔ Bale ... | | 2. 7. 4 | |
| | | | 53. 0. 0 | |
| | Which at the Rate of 27 Pagodas ℔ Candy | | | |
| | To 1 Bandy of Cotton delivered Viz.t | | | |
| | In Large Bales ... 83 Viz.t | | 26. 19. 9 | |
| | Tare Deducted on do 83 do @ 8 ℔ Bale ... | | 1. 6. 18 | |
| | | | 25. 13. 3 | |
| | Which at the Rate of 29 Pagodas ℔ Candy | | | |

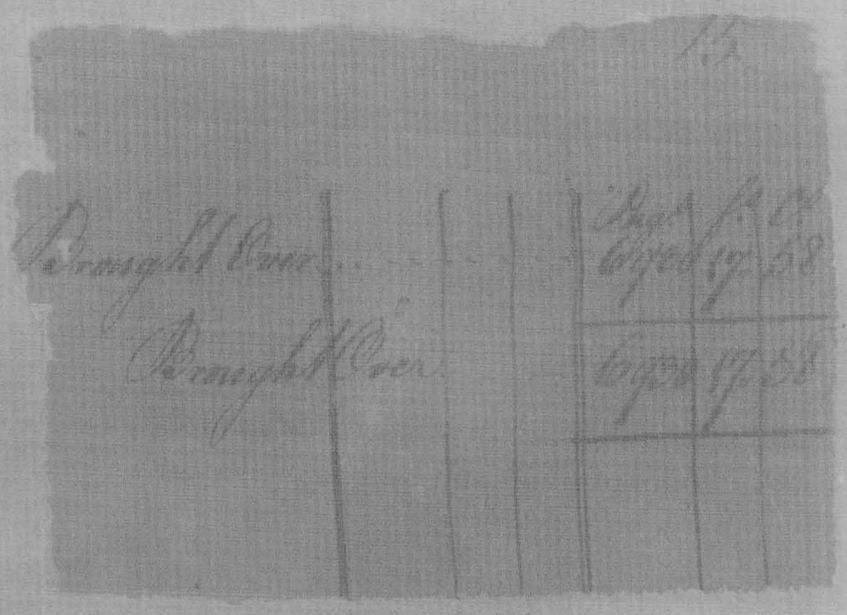
To the above Parcels of Cotton which was purchased and Delivered of the Cultivated Cotton which was made with the said John Lawrence Smith for 350 Candys at the annual Contract in the Country of Carpenaden which Quantity of 350 Candys of Cotton the said John Lawrence Smith Engaged to Deliver the Latter End of the Month of July in the Year of the Laun of 1809 Pagodas in Full Compensation thereof. The Cultivated of the said 350 Candys of Cotton the said John Lawrence Smith Agreed to make his said Engagement for his Failure thereof the following Cotton in the Country of Carpenaden was delivered as following but Lawrence the Comptroller of the Nabob of Carpenaden Called Villages and the Time the Wages was with the said Villages Twelve Hundred Measures of Carpenaden and some of the said following Parcels of Cotton was Rated the Polygar of Carpenaden Rendering Hundred Loms of the said following Parcels of Cotton was Delivered by the said Villages Viz.t

To 20 Candys of Cotton and the Villages Pardon to the Candy

Account with Mr. Swayne Skelly and Horsea Ass. Vendue Master Dr.

| 1767 | | | | | |
|---|---|---|---|---|---|
| January | To Cash Received on Advancement on Account of the Contract of 300 Candys of Cotton | | | | |
| March | To Do Received as Do on Account of the Do of 500 Candys of Cotton | | | | |
| | To Do Received as Do on Account of the Do of 500 Candys of Cotton | | | | |
| April | To Do Received as Do on Account of the Do of 500 Candys of Cotton | | | | |
| | To Do Received as Do on Account of the Do of 500 Candys of Cotton | | | | |
| | By Sundry Accounts Viz.t | | | | |
| | By Freight on 1120 Candys 17 Maunds and 13 Pounds of Cotton Which was Delivered at the Rate of 100 pr Candy | 123. | 14. | 6 | |
| | By Boat and Cooly Hire on 1115 Candys 4 Maunds and 8 Pounds of Cotton Which was delivered at Do | 4. | 4. | 50 | |
| | By Bills Land Mette on 26 Bills 19 Mette and upwards Which was Delivered at Ditto Time | 2. | 17. | 10 | |
| | | | | | 130. 17. 56 |
| | Carried Over | | | | 6930. 17. 58 |

Rough Rice



Brought Over

Brought Over 200 - -

To 15 Candys of Cotton Which was Contracted with Salue
Surgum Whom was Advanced the Sum of 160 M.s Pag.s on Account
of the said Contract Which 15 Candys at the Rate of 20 Pa.s
Pag.s p.r Candy ..... 300 - -

To 80 Candys of Cotton Which was Contracted with Salue Nagoo
Whom was Advanced the Sum of 300 M.s Pag.s which 80 Candys
at the Rate of 20 M.s Pag.s p.r Candy ..... 1600 - -

To Ballys on the Dt Sum of M.s Pagodas 2100 ..... at the Rate of
11 Pag.s 28 f.s and 47 Cash p.r Cto M.s Pagodas ..... 2100 - - -
207 - 22 - 27 2347 25

To Cash Paid at Different Times in Different Sums unto the Black
Men According to the Order of the Chief Dubash of the said John Lewin Esq.r
Who Ordered in the name of his Master to Pay the said Black People
M.s Pagodas ..... 160 - - -

To Ballys on the Ditto Sum of 160 M.s Pagodas at the Rate of 11
Pagodas 28 fan.s 47 Cash p.r Cto M.s Pagodas ..... 18 - 31 - 27 178 - 51

7623 - 53

Fort St George October the 10th 1762
Errors Excepted
Edward Ross

Dr John Lewin Esq.r by his Attorney John Smith for Account Current with

| | | |
|---|---|---|
| 1762 October | 10th | To Ballance of the last Account ..... |
| 1763 April | 22 | To Interest on the Sum of the Dt Ballance for 6 Months and 12 Days at the Rate of 8 p.r Cent p.r Annum ..... |

Fort St George

| | | | | | |
|---|---|---|---|---|---|
| | | | Brought Down ... | 6 | 17 | 33 |
| | | | Ditto ... | 15 | 16 | |
| | | | | | | |
| | | | | | | |
| | | | | |

Read and filed
21st June 1763

To the Honourable the Master
Court of Madras

Humbly Complaining Sheweth unto the Honourable Your
Orators and Cross Complainants Letitia and Mirian Smith
of Madras aforesaid Merchants the Original Complainants and your Orators the
Defendants By their Attorney John Smith of Madras aforesaid Merchant that
Indebted unto Your Orators in the full and Just Sum of One Thousand Five Hundred
and fifty seven Pagodas Three Fanams and Twenty six Cash Current Money
of Madras making in Sterling money at the Rate of Eight Shillings each Pagoda
the Sum of five hundred and Twenty two Pounds Sixteen Shillings and Seven Pence
Lawfull money of Great Britain or thereabouts as more fully and at large
appear by Your Honourable Courts Reference to your Orators Answer and thereunto
Current marked with the Letters A and B Thereunto Relation being had All of
Which the said John Lewin Smith the said Original Complainant in the
Honourable Court against your Orators by his said Bill of Complaint
your Orators pray may be Admitted as part of this Your Orators Cross Bill of
Complaint

And Whereas your Orators and Cross Complainants
on the absence of the said John Lewin Smith the said Original Complainant
have Abandoned and in an Amicable manner Separated themselves
and John Smith to settle and adjust their Accounts and Concerns
with the said John Lewin Smith and pay unto your Orators the
Ballance of One Thousand five Hundred and fifty seven Pagodas Three Fanams
and Twenty six Cash

But forasmuch as the said John Lewin Smith may if Your Honour
Court shall thereupon be pleased to Order and Direct Refuse to pay your
Orators and Cross Complainants any manner of Satisfaction touching the premises
Your Orators therefore pray a General Relief and that the said Agreement
appear agreeable to Equity and good Conscience

To the End therefore that the said
John Lewin Smith the said Original Defendant
may at a true and perfect Answer make to the Cross Bill

Cornelius and Thomas Howard before Whitgift and others of Sadly Surety and Jointly to all Actions and Suppositions Specified Declared and Intercepted and be Levied by way unto your Orators Three Pounds Sum of Five Hundred four Hundred and Fifty Seven Pagoda Three Fanams and Twenty Cash Cash together with such Interest which now is or hereafter may become due thereunto

The Cash of Such

Prayed process the Honourable Court to Cause the said Defendant Advocate Attorney to be and Appear Compliment the said John Lewin Smith to Subscribe and Answer of the Sheriff of Fort Saint George Madraspatnam and the Defendant Thereby to be and appear at a certain time and place to be by the Honourable Court Limited and appointed Then and There to Answer this your Orators Said Bill of Complaint and further to Stand and Abide and Perform to this Honourable Court Shall Seem Meet

W. Dixon
Attorney for the Said Complainant

Rest Pd 2d
of Copies Engross

Replication of John Lewin Smith by his Attorney John Smith of Madraspatnam Merchant to the Rejoinder of Sungamah Chetty and Vencata Dass Marina Dass of the same place Merchant

This Replicant now and at all times hereafter saving and reserving to himself all and all manner of Benefit of Exception to the manyfold Errors and Insufficiencies in the said Rejoinder contained for Replication thereunto doth say that the said Answer is very untrue and insufficient in the Law to be Replied unto and that the Replicant is Ready to Verify that though the Defendants Ought to have Answered the Sum of Pagodas four hundred Pagodas as Marked on their said Answer the Replicant Saith that they are Responsible to this Replicant for the same for whereas the said sum was paid to Balamada Chetty one of the Defendants for the Contract of three hundred and fifty Candys of Cotton made with the said Complainant the said Balamada Chetty and Company by a Writing dated under the Hands of the Defendants Bearing Date the 28th day of July 1760 Covenanted the Defendants to be Responsible for the performance of the said Contract the Defendants Covenanted for the same and the said sum of three hundred four hundred Pagodas was Deposited with the Defendants by the Complainant for which Deposite Bond or Deposit of the performance of

Interrogatory mentioned wherein the former Agreements there not annulled and made void as in Charged by the Defendants Rejoinder Inserted therein particularly the Letter for orboard Bullamonda to the Sum of Five Thousand four hundred Pagodas was advanced the said Bullamonda Chetty of Pulo Condore there is no Crown in the dale of Bud the Seems are very distinct and Clear and which Leaves no manner of Doubt of the Identick Bill as in proof thereof this Replyant positively Affirms that they did then acknowledge the Receipt of the said Sum of Five Thousand four hundred Pagodas Received by the said Bullamonda Chetty in manner by him mentioned which the Defendants Rejoinder avers and as when thereto mentioned if any further advance to be made by this Replyant as the Defendants have falsely upon their Oath taken upon them to aver which falsity this Replyant now proves by his Answering the very agreement itself and which this Replyant hopes will not Escape the Notice of this Honble Court a Duplicate of which agreement this Replyant himself signed and Delivered to Mr. Hancock Dep. Secrets Dep. one of the Defendants and this Replyant then was at the time of Entering the said Agreement they or Either of them Ever demanded the payment of the said sum of five thousand and four hundred Pagodas or that Ever the Defendant Ordered or promised in any shape whatever the same or any part belonging to him as Charged by the Defendants this Replyant denies that he in any shape whatever made to take advantage of the Defendants by the absconding of the Defendant Bullamonda Chetty who did not abscond till near three months after the said sum was paid Him so that if the Defendants are sufferers thereby they must blame themselves for having neglected to secure themselves of the said Bullamonda Chetty remained here Ask what Losses the Defendants have sustained if matters not to this Replyant for if they were by their not bringing of the said sum of Five thousand four hundred Pagodas it was their fault and not this Replyants

As to the sum of Pagodas 1865 57. 10 for Freight and Charges on the said Cotton this Replyant maintains the same to be Just and True for whereas the Defendant sometime in the month of May or June 1762 Informed this Replyant that they had ready at Pulo Condore aforesaid Six Parcels of three hundred and fifty Candy of Cotton which they required of this Replyant to send for this Replyant therefore Immediately in the Performance of the Defendants Request sent three Boats for which he was Obliged to advance to the several Boatmen the sum of One hundred and Eighty five Pagodas at their return from Madrass and afterwards hyred two of the Boatmen that Returned to Madrass London with Letter a further Sum of two Pagodas which with the Sum of five Pagodas fourteen Fanams and forty Cash for Boat and Coolys hire on Receiving the Letter & three former Boats or Returned make

Etc.

Delivered Herewith Copy Thereof The Proper Fees as Custody for Copy
& Custody and not Custody Fees as Ordered by the Defendants Clerk
Dated this Charge that the Costs in the delivery of the said Letter amounts
Come to my Knowledge of this Replicant in the performance of any part of the
Ordered.

( As to the Articles of Charge Custody Eighteen Pounds
and three Pounds of Cotton now in the hands of this Replicant as a Security
this Replicant do Insist that by the Articles of Agreement between this
Plaintiff and this Replicant Dated on or Shortly prior to the same
Year it was Intended that there would have been the Charges of Gathering
Cost to be deducted from which the Defendants must pay Fourpence this
Replicant for from to Every Pound Advantage of the Defendants in the said Letter
Copy that for a Custody and Nothing to take the same without the Defendants
shall prove to be the marked Price of that Sort of Cotton

( As to the Articles of Hire and Charge this Replicant
Custody to have made and prove as this Honble Court shall Award and
and by Justice ever paid by his said Bill to be already Charged

Robert Lockhart
Attorney for this Replicant

( Whereas We Sungamah Chetty and Siddum Chetty did Contract and
Agree as by Contract dated the 16th January 1760 and Ex. Number 1 to Wm
Seven Bundles of Pork Georges for three hundred and fifty Candy of Good white
Cotton at the Price of twenty seven Rix Dollars per Last Four hundred and fifty Candy at
Twenty Seven Pagodas p Candy and Another One hundred Candy at
Twenty four Pagodas p Candy and the whole of such Cotton were to be
delivered at Pondicherry on or before the thirty first day of May One
thousand seven hundred and Sixty two and in default thereof did oblige
Ourselves to forfeit and pay Liberty five p Cent per Cent for what might
not be delivered to the said Mr John Swan Smith by the time aforementioned
And whereas We Acknowledge we have not complied with the above
Contract by not having delivered the Quantity so Contracted for at
Pondicherry aforesaid We therefore Sungamah Chetty and
Siddum Chetty as well as my Agent Pettah Pallamadathetty and
Ramoo Dyes Manoo Dyes who were Securities and did oblige
ourselves before Mentioned to the said Mr John Swan Smith for
the true performance of their Contract Do by these presents agree
to make the following Compensation for the Loss of our said Contract
Pondy

Signed & Sealed
in Presence of

Read & Filed
27th Sept. 1763

Filed 2nd January 1815

Rejoinder of Company
Sitty and Cowasjee Dossabhoy Merchants Defendants to the
Replication of John Lewis Smith of the
Town Place Merchant by his Attorney
John Smith of Madraspatnam Merchant
Complainant

The said Defendants Company and Sitty and Cowasjee Dossabhoy
for Rejoinder to the Replication of the said Complainant
John Lewis Smith say that they the said Defendants
adhere to their Answer and Plea by them heretofore
pleaded and for Rejoinder to the said Replication say
that they the said Defendants are advised that the
said Replication and the matters therein contained
are not sufficient in Law to be replied unto by the
said Complainant and that the said Defendants are
ready to aver and prove as this Honble Court shall direct
and humbly pray as they did in their said Answer
and Plea that they may be hence dismissed with their
reasonable Costs and Charges in this behalf most
wrongfully sustained

Richd Collins
Attorney for the Defendants

And the said Defendants Company and Sitty and Cowasjee Dossabhoy
for Rejoinder to the said Replication and all things therein contained
and Saving to themselves all and all manner of Benefit and Advantage of Exception
to the many Insufficiencies and Uncertainties in the said Replication contained
for Rejoinder therein say that they the Defendants Answer is sufficient
in the Law to be replied unto and these Defendants further say they
are not Responsible to the Replicant for the sum of two thousand and four hundred
Pagodas mentioned in the Replication of the Replicant

And these Defendants for Say the said Sum was not Paid
to Ballamoodee Chitty as being one of the Security for the Contract of three hundred
and fifty Candy of Cotton which the Replicant made with these Defendants and the
said Ballamoodee Chitty Bearing Date about the Sixth day of July
Last was in the year of Our Lord One thousand seven hundred and Sixty Six and
recorded in the Replication of the Replicant these Defendants say the Replicant
also therein Alledges the said Sum was Paid unto the said Ballamoodee Chitty
on the Twenty Sixth Day of June was in the Year of Our Lord One thousand
Seven hundred and Sixty Six at which time these Defendants deny the said
Ballamoodee Chitty ever was or Copartner with these Defendants neither
was the said Ballamoodee Chitty a security with these Defendants to Perform
the said Contract Company the said Sum was not Paid for and by Reason of
these Defendants Contract and Agreement with the Replicant to supply him
with the said Three hundred and fifty Candy of Cotton

These

Thousand and four hundred Pagodas which the Replyant as Plaintiff
These Defendants admit when they Came to the Lease
of the Replyant they did Execute the said Agreement or Contract for the said
Quantity of three hundred fifty Candy of Cotton and that their Former Agreement for
the Quantity of four hundred Candy of Cotton was Cancelled the Letter Agreement
of these Defendants with the Replyant became valid and the Replyant thereby
Stood Engaged to Advance to these Defendants and the said Ballamoodee Chitty
the sum of two thousand and four hundred Pagodas these Defendants and
the said Ballamoodee Chitty had therefore an Undoubted Right to make their
Demand of the Replyant for the same and is already Set forth in the Answer of these
Defendants to the Replyants Bill of Complaint

These Defendants do say to the Contents of the said
Ballamoodee Chitty which the Replyant Charges Receipt as they have already
set forth that Answer Cannot in any wise Effect these Defendants

These Defendants say to the Replyants further
Charge that they these Defendants did Acknowledge the Receipt of the said
sum of three thousand and four hundred Pagodas which was Received by the
said Ballamoodee Chitty that they these Defendants Pray the Inspection
of this Honourable Court to their Agreement with the Replyant which these
Defendants say contains no other Advance made to these Defendants by the
Replyant than the same above Expressed

These Defendants say that the Replyant
Writes in his Replication a Circumstance which he is Pleased to Term a
Proof that these Defendants Acknowledged the Receipt of the said sum which
Assertion of the Replyant these Defendants Humbly Conceive will never
Amount to a Proof thereof these Defendants say to the Contents of such of the
Depositions of the witnesses of the Replyant as Speak to the Receipt of the
three hundred and fifty Candy of Cotton by the Replyant Engaged to Advance
the said sum to these Defendants and these Defendants further say that the
Replyants Pretended Circumstance thereupon makes these Defendants and the
said Ballamoodee Chitty to Call at his house and therewith Pay the sum
Set forth in their Answer to the Replyants Bill of Complaint

These Defendants say in Regard to their Oath
that these Defendants have taken the same in Good Conscience and as the
Best Satisfaction they are able and that their Oath as Such ought not to
Invalidated by any Evidence that the Replyant may Produce to the
Contrary

Defendants

Payment of the said sum of Two hundred Pagodas of the Replygood and that the Replygoods Declared Breach of Warr should then Defendants to Call at the house and that he would there Pay the said Sum or already set forth or there and thereof to the Replygoods Bill

That Defendants further severally

Alledge that the Intention of the Replygood in such Payment & that the Estimate of the advantage of the absconding of the Defendant Ballamundee Chetty at that about Twenty Days after the Execution of these Defendants Bill agreed to Supply the Replygood with three hundred and Sixty Candy of Cotton and that on the Replygood Calculating to Have three Months after the Twenty first Day of June as the Replygood without Regard to Such as Herein before set forth

That Defendants further Alledge that they are not Suffers through the means of the said Ballamundee Chetty but that they are Suffers through the Injustice of the Manner which Such Cotton by the Replygood which they are Willing and Ready to the Honourable Court

That Defendants say in Regard to their Letter set forth in their Second Cause of Answer to their Answer to the Replygoods Bill of Complaint that they these Defendants admit they have received such Letter and through the over Payment of the said Sum of Two hundred and four hundred Pagodas therein Mentioned from the Honourable Court According to Equity and Good Conscience by them Cannot be Called the Replygood to make Good the same to these Defendants

That Defendants Admit the Sum of Pagodas One Hundred and Eighty Eight Fanams and forty Cash which the Replygood Charges these Defendants in the Second Current Account to his Bill they these Defendants Rejoyn and Say that they have Already Credited the Replygood in their Second Current Account to their said Answer in the full Sum which was the Amount of Freight of Cotton unto the Replygood at the Rate of one Pagoda & Sixty which was agreed upon by these Defendants and the Replygood that same Time in the Month of Mayor June in the Year of our Lord One Thousand Seven hundred and Sixty two they Engaged the Replygood should Have in Readyness at Pondicherry aforesaid to Ship on board three hundred and Sixty Candy of Cotton and Requested the Replygood to send for the same these Defendants further say that the said Ballamundee Chetty Contrary to Equity thought proper to Send to Pondicherry aforesaid and the Replygood or those of these Defendants but by the Directions and Orders of the Replygood

That Defendants further say

Sent the Said of the aforesaid Rene Baker ordered the Replyant sent to Swellanna
Somerhallam the Replyants said Husband Requested these Defendants Cogan
which Information these Defendants Signified to the Said Husband they Could with
Approbe of the Replyants sending as good a Number of Bales to Swellanna as
aforesaid and Informed him that there was not a sufficient Quantity of Cotton
there to Send the said Number of Bales these Defendants Say in order to Cover
to this Honourable Court that the Replyants said charge to these Defendants
is unreasonable and without Foundation they Beg Leave to Shew the Replyant &
Husband to Said the said nine Bales to Swellanna were not at the Request and
Consent or Knowledge of these Defendants and the Replyants in Doing was
Contrary to Reason and would Cause the Quantity of three hundred
and fifty Candy of Cotton was not at Swellanna as aforesaid which Plainly
Appears from the Replyants Acknowledgment that these Defendants
had wrote a Letter to these Defendants Singam Chitty and Sidum Chitty
to Represent them that the Replyant had no Occasion for more than two
hundred and fifty Candy of Cotton which Letter they these Defendants Allege
and wrote on or about the fourteenth Day of February in the Year of our Lord One
Thousand Seven hundred and Sixty two when as the said Contract did not expire
until the thirty first day of July following During the Space of which Time from
the said Fourteenth day of February being the Date of their said Letter which
these Defendants Received from the Husband of the Replyant until these
Thirty first day of July in the year of our Lord One Thousand Seven hundred
and Sixty two the Replyant could not Expect or Expect of these Defendants any
more than two hundred and fifty Candy of Cotton aforesaid they the Replyant
or Husband could not be Ignorant that these Defendants in the months of May
June or the Year of Our Lord One Thousand Seven hundred and Sixty two
Informed the Replyant that they had Ready at Swellanna aforesaid the Quantity
of three hundred and fifty Candy of Cotton and that these Defendants therefore
Requested of the Replyants Husband for the said Cotton the Replyant South Printing
as the Information of these Defendants he Ordered down Home Repeat these
Defendants say the Replyant could not Expect More than two hundred and
fifty Candy of Cotton as aforesaid these Defendants cannot think the Replyant
could be Ignorant of not to know the Number of Bales wanted to Ship such a
Quantity of Cotton these Defendants humbly Presume the Superfluous Bales
more than one Ship to Receive the said Two hundred and fifty Candy
of Cotton the Replyant hath no Cause to Right to make a Charge against
these Defendants

These Defendants further say to the Plaintiffs Said
Second and Last Charge they Say and Each Charge to these
Defendants

These Defendants say to the Receipt of Twenty five Candy Thirteen Pound and three Pound of Cotton which the Replyant Received of these Defendants that the same was Part of the Cotton which these Defendants were Engaged by their Contract to Deliver to the Replyant and that the said Cotton is Equall in Quality and Goodness with the Muster these Defendants Delivered to the Replyant and which is More fully Explained in their said Answer these Defendants say the Replyant is undoubtedly a Debtor to these Defendants for the said Cotton these Defendants Say to the Replyants Assertions that the said Cotton was Left in his Hands by way of Security to Induce these Defendants to Perform their Contract that the Replyants said Assertions of this kind are not, without any Foundation whatsoever Subject these Defendants or Estate to this Honourable Court on Due Time when Required

All which Matters and things these Defendants are Ready to aver prove Support and Maintain as this Honourable Court shall Direct

Wm Bishop
Attorney for the Defendants

Read and filed
21th January 1763

The Replication of Europeon Chitty and Moran Pyle Lincoln Pyle of Madraspatam Merchants to the Complainants to the Answer of Asher Lewin Smith of Madraspatam aforesaid Merchant by his Attorney Asher Smith of the same Place Merchant Defendants

The Replyants reserved at all times hereafter saving and Reserving to themselves and all Manner of Advantages and Benefit of Exception to the many Errors Uncertainties and Insufficiencies in the said Answer contained for Replication thereunto say that the Defendant is Indebted to these Replyants in the full and just Sum of One thousand five hundred and fifty seven Pagodas three Fanams and Twenty five Cash as set forth in their Bill of Complaint

These Replyants say to Crave the Honourable Court the Benefit of their Demand as the Defendant Hath Long Since Confessed and Acknowledged to Owe to these Replyants and Expounder to the Defendants Bill of Exceptions as Required Complainant against these Replyants

All which Matters and Things these Replyants are ready to

In Chancery between Joseph Thomas Complainant
and
Mary Thomas Defendant

Filed
24th February 1764

The Defendant now and at all times hereafter saving to herself all manner of Benefit and Advantage of Exception to the many Errors uncertainties and insufficiencies in the said Bill contained for Answer thereunto or unto so much thereof as she is advised is or may be necessary for her to answer unto answereth and saith she admits that she was married to the said Complainant about Eight Years ago and that he the Complainant hath always behaved himself towards her as a kind and affectionate Husband ought to do and that she hath always been ready and willing to perform her duty towards him as a dutiful Wife ought to do but she denies that the said

and which of them Declare

4th Interr Have or do you not Know or are you aquainted with any Contract made with the Defendants by the Complainant If Yea what was such Contract & for what and at what time? Do you Know or are aquainted of any Advances made on Account of such Contract If Yea to whom was such advance made and what was the Particulars and amount of such Account Did you at the said Conversation Pass between you and the Defendants or Either of them Relating to such Sums and Accounts or any part of them If Yea what was the substance of such Conversation with whom did such Conversation Pass and what Particulars Came to at what Particular Conversation concerning the said Contract did such Conversation Pass? Do relate with your Reasons Lastly

Do you Know or can you say any other matter or thing material for the Complainant in this Cause If Yea set forth the same as you Know have heard or do believe Together with the Reasons of such your Knowledge and Belief

Sworn before me

Stockett Tolson
Attorney for the Complainant

Madraspatnam

Between John Lewis Smith by his Attorney Stockett Tolson Complainant and Jonathan Cobb by Sultan Cobby and Mamba Pye Venkata Pye Defendants

Deposition of Witnesses taken on the Cause by and before the Commissioners in the Court as follows

Jonathan Cobb of Madras Packet Pilot aged 45 Years Witness produced on the part of the Complainant sworn the 5th day of March 1806 shown at the Office of Mr William Bishop Attorney for the Defendants by Oath who left a Note of the name Title & Place of Abode of the said Deponent on the Morning of the

[illegible]

the said Interrogatory the Deponent saith he has known the Complainant & the Defendants Cobby and Sultan Cobby Defendant and Mamba Pye Venkata Pye Defendant

To the 2nd Interrogatory the Deponent saith he is aquainted of a Contract

made by the Complainant and Defendant Chetty, Namely Tyagah Chetty and Seddown Chetty, Namely Tyagah Chetty and the Said Ballamoodo Chetty being Security for the Defendants Debt two Hundred Candy of Cotton at twenty seven Pagodas pr Candy on the Month the Contract told the Defendant would be a sufficient quantity at that time On the 26th day of June the same year the Complainant advanced Ballamoodo Chetty two Hundred four hundred Pagodas for One hundred Candy of Cotton to be delivered to him at Twenty four Pagodas pr Candy and 1200 Pagodas Advanced pr Veerabadra and Sangamah Chetty Seddown Chetty the 30th or 31st day of July following came to the Complainant together with Ballamoodo Chetty and told him they had received the said Money from his hands as an advanced payment for the Cotton Veerabadra gave his Silver Ring towards which they all three gave a Pagodas Pagodam, Signed and Sealed to deliver three Hundred and fifty Candy of Cotton at Seddanna by the 31st day of August as Security for their Cotton whatsoever Cotton should be shipped on board at Seddanna by the 31st day of July an Abatement should be made of four Pagodas pr Candy and what Cotton was not put on board by the 31st day of August the Complainant was to have nothing at all to do with it but the Defendant to be Liable to their own Account paying the Complainant the money with the Interest of 2½ Cent and allowing him besides 4 Pagodas pr Candy for such Cotton moreover to pay the charge of freight for such Cotton as the Complainant should send from thence to Seddanna the Defendant the Cotton for which the Deponent saith no more than about fifty or Sixty Candy have been yet received part on board some Candy at Seddanna and the Complainant had sent from thence to Long Island [illegible]

Ordered respondent from Baltimore in the Month of July, and the other Book in the
Possession of Complt

2d The Interrogatory Was Deponent shewn the Cash Book Marked A now
now before & the said Witness John Lewis Smith Signed and Sealed
by Baltimore Cheltey and Dated by him Second Deponent

To the Last Interrogatory Was Deponent saith He Say that Baltimore Cheltey received the
Sum Specified from Mr John Lewis Smith & he was going home Baltimore
Cheltey was sick & Some having the Money Said upon her Said, which he begged
Deponent to take with the Letter and Some Money as was Sent as aforesaid
Cheltey and he would Bring Cash & Receipt from him at his house the
Deponent accordingly took the money from said Baltimore Cheltey
and Cheltey gave Deponent a Note Cheltey Amanda Cheltey endorsed
Money and paid Cash & many on the Justice of Lloyds Company who was
Bail for Deponent Also Further the Deponent Deponeth Baltimore
Cheltey was indebted to Mr John Lewis Smith on account
Sum £250 or 2 Cod Pounds which Mr John Smith said received
from the Baltimore Cheltey in discharge upon it came due who Deponent
Supposeth Sunday Last about Eleven or Twelve days
Depart off & which the Deponent acquainted Mr John Smith with the
Cause how Baltimore Cheltey to the Mother Mark Cheltey at Baltimore
Deponent what was become of Baltimore Cheltey the Deponent Answered
That Person by name Baltimore and Depute Deponent who upon
Cause from Deponent the note to Mr John Smith whereupon the
Deponent Absented that one Lost Said of Cotton containing about twenty
four Hundred weight Due in the month of September on Account of Deponent
Cotty which Cotton is now in the Hands of Mr John Smith as Security for
Complainants money which the Defendants had agreed to pay four months
after Date after the expiration of the time limited for their forwarding
Cotton, and more the Deponent saith not

Richard Sothern

Sworn before me

Interrogatories to be administered to each Witness produced
Sworn and Examined on the part of the Complainant in a Cause depending
Lewis Smith Chief Mudaliar Merchant by his Attorney Edward Thompson
Merchant Complainant and Rungamah Chetty Sedeen Chetty and Nanoo
Veerata Pyle of Mutsumpolam Merchants the Defendants

To all the Witnesses Imparted — Do you know the parties Complainant and Defendants in this Cause Or either of them If Yes how long have you so known them Either and which of them Declare —

To Interrogatory 1st ..... Do you know or do you not believe that any Contract of Goods of any Kind was made by the Complainant with the Defendants If Yes when where and what Kind of Goods were so Contracted for whom of the Defendants and what were the Terms of such Contract to the best of your Remembrance And what Sum of Money was so Contracted for have to this Time been delivered Do you know any advances of money made to Padamanaden Chetty by the Complainant from their Firm If Yes Howmuch and how long ago

And when and in what Manner Do you know or believe that the Defendants were informed of such advances of money coming to the Hands of the Defendants among of them If Yes to whom Howmuch was paid and when such Advances were Made how came you to know the same and the Reasons together with your Grounds of Belief Declare —

To Padamanaden & Syda Sowmiah 3rd ..... Do You Know or do you not believe that any Conversation took place between you and the said Complainant Veerata Pyle concerning Padamanaden Chetty or any of the Defendants Mootoo Chetty relating to any Affairs between the said Complainant or any other Person and the Defendants If Yes who did such Conversation take place between? Whether before or after the Contract was made and what was the Subject of such Conversation the whole to the best of your Knowledge and Remembrance Declare —

To Caty Chetty Veerachellum 4th ..... Did you know or do you not believe that the said Syda Sowmiah Mootoo Chetty who absconded from this Place on the

you are acquainted of any Sum or Sums of money Received by the said Bobbe Monda Chetty of one Ramachillum Dubash to the Complainant in this Cause If Yea when where and what Sum or Sums of money were so Received by him Had you or had you not any Particular Business with the Complainant at that time If Yea what was such Business the whole with your Reasons for such your Knowledge Declare

5th Ramachillum Look upon the Exhibit marked A now shewn You Do You Know or do you not Know or are acquainted with the Hand writing or Signing and Seal thereof If Yea whose is such hand Writing Signing and Seal And How came you acquainted with it the whole with your reason at Large Declare

6th The Witness Said Do you Know or are acquainted with any other Matter or thing material for the Complainant in this Cause If Yea set forth the same as you Know and believe together with the reasons of such your Knowledge and Belief

Lechmere Palmer
Attorney for the Complainant

Received of Mr John Lawrence the Sum of two thousand four hundred Pagodas in full for 100 Candy of Good White Cotton the same as before contracted for with Sungumah Chetty and Siddum Chetty which I hereby agree promise and contract to deliver at Pondicherry at Pagodas twenty four P Candy or at this place at 26 Pagodas P Candy and to be delivered by the 31st of July next ensuing in failure of which I agree to forfeit and pay twenty five P Cent for what may not be so delivered Witness my Hand at Fort St George this twenty sixth day of June 1762.

Pagodas 2400
33 1/3 Pagodas 800
2400

Ramachelum

This Paper Writing was shewn to Ramachillum at the time of his Examination before me on a Cause depending in the Mayors Court at Madrapatam wherein John Lawrence Senr of Portland Place Merchant is the Complainant and Sungum Chetty & Siddum Chetty Dubashes & Joint Trade Dyers of the same place Merchants are

Defendants

In

Defendants Interrogatories to be ministered on the Part of the Complainant Richard Jackson

Harper Courtenay
Madewyn Graham

Between John Lewis Low Sheriff
Attorney of the Court of Chancery of the
City and County of Charleston
Defendants

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

Sandy Mayrant of Charleston Planter aged 28 Years a Witness duly sworn
produced as Witness on the Part and behalf of the Complainant in the
16th day of June 1762 and by the Direction of the Honble Thomas Bishop Esqr
for the Defendant by Examination who being first duly sworn to speak the
Truth the whole Truth and nothing but the Truth in the Premises deposeth
and saith as follows

To the first Interrogatory this Deponent cannot to the best of his Knowledge
& Power, Compare Thirty Three and Eleven Eighth Parcels Dry Cotton
as Interrogated

To the second Interrogatory this Deponent cannot to the best of his Knowledge
& Power Compare with the Defendants Interrogatory that the Sum of
of 250 Candy of Cotton in the Interrogatory mentioned was at the time and
Period of the said Contract actually found in the Complainants Thirty Three
Pack Parcels Dry Cotton mentioned Thirty and Eleven Eighth Parcels
Thirty the Sum of 250 Candy and this Deponent further saith
that when the aforesaid Merchants gave their Bond for the aforesaid Sum
of Money he asked them whether they had received the whole Sum
of Nine Thousand two hundred Pounds and whether they would deliver
250 Candy of Cotton and that they all replied they had received the
whole Sum and that they would deliver 250 Candy of Cotton

To the last Interrogatory this Deponent cannot say that the
Defendant ever demanded the said Cotton from the aforesaid Merchants

Book for it to Madras which he accordingly did, and received only 3 or
four Rials of Cotton, and more this Deponent remembreth not

Richard Latham
Examined

Sworn to &c

Harpur Counsel
Hardwicke Solicitor

Between John Lewis Smith by his Attorney
Plaintiff Complainant and Sangamah Chetty
and Monica Dofe Canada Dofe Defendants

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

Pattison Revell Esqr of Madras Barrister Aged 65 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on the
10th day of March 1768 shown at the Office of Mr William Burbage Attorney
for the Defendants by Consent who left a Note of the name Title and Place
of Abode of the said Deponent and afterwards on the same day Examined
and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he has known the Complainant
5 or 6 Years Sangamah Chetty and Seldom Chetty 2 or 3 Years and Monica
Dofe Canada Dofe 15 Years or thereabouts

2d To the second Interrogatory this Deponent saith after Ballamoor Chetty's
absconding Monachallen showed him this Deponent and Sayala
Gomastah Lago Moorty Chetty Brother to Ballamoor Chetty at Sydapettah
to ask him what was become of the Brother and to tell him they were come
from Mr John Lewis Smith Attorney to Mr John Lewis Smith to demand the
Money due from Ballamoor Chetty to him (the Complainant) further
this Deponent saith when he and Sayala Gomastah went from hence to
Sydapettah Monica Dofe Canada Dofe and his Son accompanied
them Mathew to Moorty Chetty's house where Monica Dofe Canada Dofe
told Moorty Chetty how Ballamoor Chetty had greatly deceived him
and making him Sign a Contract to Clear for two thousand four hundred
(2400) Pagodas which Ballamoor Chetty received from Mr John
Lewis Smith and run away with the Money upon which Account he
was brought into great Trouble that he had himself got he thought should
Mr Harpur even himself have had to do in his entry Moorty Chetty more

Answer

10.

Answer to Manoa Dose Concado Dose, four days ago when you Did me the
favour to write a Letter to My Brother and sent it by a Hackery Man when I
Receive an Answer I will send it to you. Manoa Dose Concado Dose and
his Son then went away to a Pramaneys house but came back after
there going away the Deponent told Mr. Hardy Chetty Mr. John Smiths
Attorney to Mr. John Lewis Smith had sent him to tell them that
Ballamood Chetty's Brother received two thousand seven hundred (2700)
Pagodas and gave an Obligation for it to Mr. John Lewis Smith which
Money by Mr. John Smith's order he was come to demand. Hardy Chetty
Answered this Deponent I have nothing to do with this Debt my Brother
and I have no concerns together having before made a division of our Goods
by joint consent and in the presence of many head men of our Cast which
I'll C to Mr. John Lewis Smith — some time afterwards Manoa Dose Concado
Dose and his Son returned back again and they all four slept at Hardy
Chetty's house that Night. The next morning they got up & Manoa
on the road Manoa Dose Concado Dose said to this Deponent in
what manner Ballamood Chetty has served Me in making me
sign with him an Enclosed Obligation for two thousand four hundred
(2400) Pagodas, and run away with the money which I received from
Mr. John Lewis Smith. This Deponent replied were I have after
Lohn Lewis Smith went from hence to Madras the Ballamood Chetty
remained at Madras why did you not get the Money from him? Manoa
Dose Concado Dose said I spoke to him about it many times but he
Continually put me off when I asked him for it telling me he would
Pay me the next day, at last when I pressed him for it very much
he said the money was left in Grandorade Concado Ramah the High-
cornaig to Madras he went to Mr. John Smiths house and told him
every thing that had passed, by the Means of Bonachallum who then
who Interpreted for him; and more this Deponent cannot say to the
the last Interrogatory.

Richard Sa Thom

Examined

Sworn & Test

Mayors Court at
Madrasapatnam

Between John Lewin Smith by his Attorney
John Smith Complainant and Sungamah Chetty
Seddasen Chetty and Manica Dofs Concata Dofs Defendant

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

Sangalah Sprungah of Madras Merchant Aged 70 Years or thereabouts
being produced as a Wits on this Cause on the part of the Complainant
on the 15th day of March 1764 sworn at the Office of Mr William Bishop
Attorney for the Defendants by Cowga who left a Book of the Name Fells
and Knox for Want 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 has known the Com-
plainant 2 Years Sungamah Chetty and Manica Dofs Concata Dofs
2 Years or thereabouts but that he is not acquainted with Seddasen Chetty
To the third Interrogatory this Deponent saith one Padumanaba Manica
Dofs Concata Dofs his Son and Nun the said Deponent went together
to Ballamoda Chetty's house at Sydapatta where they saw Mooda Chetty
Brother to Ballamoda Chetty to whom Manica Dofs Concata Dofs
upon their coming down said your Brother Ballamoda Chetty has
deceived Me & ruined me and run away with my Money which I have
told you before Mooda Chetty replyed since you told me this I have
write a Letter to Ballamoda Chetty as soon as I receive an answer I will
send it to you this Deponent then went away & after afterwards returned
to Mooda Chetty's house and stayed there The next morning they all
four came away from Sydapetta Manica Dofs Concata Dofs and his
Son read the road to Triplicane and this Deponent and Padumanaba
came to Madras where Padumanaba told this Deponent Manica
Dofs Concata Dofs has been telling of me, how that Ballamoda
Chetty has deceived and ruined him and run away with his money
and that he had asked Manica Dofs Concata Dofs how he came not
to get the money from Ballamoda Chetty who was here one month
after. He told Saundsmith would do & Manica and that Manica
Dofs Concata Dofs had told him Ballamoda Chetty put him off with
fair promises from day to day at last when he insisted upon having it
Ballamoda Chetty said the money was in Candanda Concata Ramah
Chetty's hands for Interest owing for Ballamoda Chetty aforesaid

5

4th

4th

To the fourth Interrogatory this Deponent saith he was present when all the Ballamoodo Chetty who at present Lies sick at his House & the Ballamoodo Chetty's receiving some money from Arrunachellum Pedial the Complainant in this Cause, two years ago from Cook at Arrunachellums House, what sum he cannot say — This Deponent also deposeth that John Lewin Smith was Mayor the Year and Deponent had a Dispute with one Pauda Modeajaah on Account of which they both chose Arbitrators and signed a Penalty Bond before Mr John Lewin Smith during the time this Arbitration was depending this Deponent frequently to Mr John Lewin Smiths and Arrunachellums House where all that Letters one time when he was there, Ramada Chellum and Balamoodo Chetty came in at which time Arrunachellum brought out two bags of money, one bag of which Ballamoodo Chetty gave to Ramada Chellum the other bag he took himself and went away, and more this Deponent saith not to this, or to the last Interrogatory —

Richard Sathom
Examiner

Mayor's Court at
Madraspatnam

Between John Lewin Smith by his Attorney
John Smith Complainant and Sungamah Chetty
Seddasen Chetty and Manicka Dass Ramada Dass
Defendants —

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

Paty Patty Ramadoss Chellapa of Triplicane Dyer Aged 55 Years
or thereabouts being produced as a Witness in this Cause on the part of the
Complainant was on the 12th day of March 1761 sworn and the Office of
Mr William Bishop Allebury for the Defendants Company who
left a Note of the Name Title and Place of Abode of the said Deponent
and afterward on the same day being sworn and Examined deposeth
as followeth —

4th
1. To the first Interrogatory this Deponent saith he has known the
Complainant 2 or 3 Years, Sungamah Chetty the same time or
thereabouts but that he is not acquainted with either Seddasen Chetty
or Manicka Dass Ramada Dass —

4th Int. To the fourth Interrogatory this Deponent saith he was present when the Parties Mentioned in the Interrogatory accompanied Bellamonda Chitty who ascended from the Plain and saw him receiving some money from Annachellum Pulloch to the Complainants in this Cause two Years ago or thereabouts at Annachellums house but what sum he cannot say. This Deponent further deposeth he had a dispute with the said Bellamonda against whom he went to Mr. John Powney then Mayor to make his complaint, at which time Bellamonda and this Deponent by Mr. Powney's order chose each two Arbitrators and signed a Bond bound by them Arbitrators two days afterwards this Deponent went to Bellamonda Chitty's house who was one of his Arbitrators at which time Bellamonda Chitty took this Deponent to Annachellums house where Bellamonda Chitty called Annachellum who was within Annachellum came and with two bags of money a large bag and one a small bag Bellamonda Chitty took the small bag poured out the money and counted it which he said was 1000 and put himself the other the large bag he gave this Deponent who carried it for him to his house which Bellamonda Chitty took from him there and told him the Arbitrators would meet another day for this Deponent then went to his House and about one month afterwards Bellamonda Chitty absconded without settling the Arbitration and more this Deponent saith not to this or to the last Interrogatory.

Jo. J. Do. Sa.

Richard Pulthom

Examiner

Interrogatories to be administered to each Witness as shall be produced sworn and Examined on the part and Behalf of the Defendants and Cross Complainants in a certain Cause wherein John Lowndes by his Attorney John Smith is Complainant and Cross Defendant and Pongamah Chitty, Veddum Chitty and Hanmantha Vencata Defendants and Cross Complainants

1st Let the Witness first Say Do you know the parties Complainants and Defendants in these Causes or either and which of them and how long have you known them or either and which of them declare.

2nd Let the Witness say Do you know or do you not know of any Agreement or Contract in these Causes or any other Agreement and with whom and what was the purport of the said Agreement or Contract when and where

and

and on what Year and where were the said Memorandum Contract or Agreement
who were Present Do you Know or do you not Know if any Deed was made
Delivered at any Time or Times if you what Deed or what Deeds and what
were the same to be delivered and by whom and on what account what
Quality or Quantities and at what Price or Prices and what Sum or Sums
Do you Know or Do you not Know of any Security being
given by any Person or Persons for the Performance of any Contract you what
and when and where Do you Know or Do you not Know of any other
Agreement or Contract if you, what was the Tenor of the said Contract or
Agreement what Day, what Month, and in what Year, were the same made
into and by whom, the whole you Know touching of the Affair from the
Beginning unto the End fully and Particularly Declare

To Lawfully Sworn by
and Thomas Pella } 3 ..... Do you Know, or Do you not Know if any demand was made
upon the Complainant by any Person or Persons, for any Sum or Sums of Mone
of Yea, on what Account and to what amount and by whom and where was the
demand made, did the Complainant comply, or did he not
or, what Answer, did he make the whole you Know touching of the
affair from the Beginning unto the End and how you came to Know
the same fully and particularly Declare

To Lawfully Sworn by } 4th ..... Do you Know, or do you not Know of any Sum or Sums of
Hannah Pella } Money, paid to any Person or Persons, by Order and on Account of the Com
plainant if Yea, who by name what Sum or Sums of Money were paid to
him or them and at what time or times, and on what account and where and
where, The whole you Know touching of the affair from the Beginning
unto the End and how you came to Know the same Particularly & Declare

To Lawfully Sworn
Tena Pella Thajaun
cawn Pagavan Pella
and Cordapeak } 5th ..... Do you Know or do you not Know whether the Complainant
ordered any Person or Persons, to Pay any Sum or Sums of Money to any
Person or Persons If yea, whom by name and what Sum or Sums of Money
they, and to what Person or Persons were they Ordered to be paid and
on what account Do you Know, or Do you not Know whether any certain
Person did engage to pay any Sum or Sums of Money to any Person or
Persons, If yea who by name, what Sum or Sums did he engage to
pay and to whom by name and where was the Engagement made
and who were Present and at what time or times Do you Know or Do

You

You not Know who Else any Sum or Sums of Money were Assigned for the Payment by any Person or Persons, If Yea what Person or Persons was Ever Hay Ever delayed the Payment and what Sum or Sums of Money were they and how Long was the Payment deferred, and was any Reasons assigned for delaying of the same, If Yea what was the Reasons given the whole you Know touching the Premises from the Beginning unto the End and how you came to Know that same Particularly Declare

Lt Cora Addah 6th ... Did you or did you not at any time or times use your endeavour to Procure by any Person or Persons, If Yea, Who by name applied to you and at what time or times and at what Places and To whom did you make application for same and granted or what objections were made and by whom was the Person that applied to you first and at that time or since the rest of your whole was he who first applied to you and what Day what Month and on what Year was it and what was the Cause of his absence Do you Have or Do you not Know the usual Residence of the said Person If You where did he Reside and what Day what Month and on what Year did he Leave that Place if to Exile and you or had you not at any time or times any conference with any Person belonging to the Complainant If Yea who by name and what was the Purport of the said conversation with the said Person Declare you Know touching of this Affair from the Beginning unto the End fully and Particularly Declare

Lt Cora Addah Lt Lagunday Cancer Nawan Dyo Sabon Chilly & Cancatapaddy Chilly & Cang Dawa Chilly ... Do you Know or Do you not Know of the late War or disturbance in the Country of Callapa, If Yea who were they that Waged the War and against what Potentate, and what year what month and what day, did the War commence, and when did it cease, Do you Know or do you not Know of any Depredations committed by any People or any Towns or Villages, If Yea what People were they that Ranged the Country what Towns or Villages were Ranged by them and what was done to the same Plundered by them and at what time or times were those Depredations committed Do you Know or Do you not Know who then the Defendants or either and which of them were plundered at any time or times if Yea at what Place or Places were they Plundered and who were the Proprietors and what were they Plundered of what Goods How many Cattle Horses &c. and at what time or times were they Plundered the whole Circumstances touching of this Affair from the Beginning unto the End and how you came to know the same Particularly Declare

Lt Cora Addah Lt Lagunday Cancer Nawan Dyo Sabon Chilly & Cancatapaddy Chilly & Cang Dawa Chilly ... Do You Know or Do you not Know whether either and which of the Defendants entered into any Contract with any Person or Persons for or on Account of this Complainant If Yea for what Goods what quantity

or grounds for what Day or days what Month or Months and on what Place
and with whom, and at what Time or Times Do you Know or Do you not
Know of any Sum or Sums of Money that were advanced by any Person or
Persons by the Defendants or either and which of them for to Purchase any
Commodity for the Complainant If You what Sum or Sums of Money were
advanced and to what Person or Persons and for what Commodity what Quantity
or Quantities and at what Place or Places and at what Time or Times Do you
Know or Do you not Know of the Retention of any Commodity If You what
Person or Persons detained the same and on what Account and by Whose
the Consequence of those Detentions Do you Know or Do you not Know
Whether any Sum or Sums of Money were Demanded from the Defendants
or either and which of them by any Contractors for any Commodity If You
who were such Persons by name and what Sum or Sums of Money did they
demand and for what Commodity and what Quantity or Quantities and
at what Time or Times Do you Know or Do you not Know whether the
Defendants or either and which of them paid any Sum or Sums of Money
to the Contractors or not, if You, what Person or Persons were paid and by
whom, and what Sum or Sums of Money were they paid and at what
Place or Places and at what Time or Times, and on what account the
whole You Know touching of this Affair from the Beginning unto the
end and how you came to Know the same fully and Particularly Declare

To 2nd Interr. 4th If ... Do You Know or Do you not Know who the Money
was belonging to the Complainant called upon the Defendants or either
and which of them if You, who by name what was the Purport of the
Message to him or them was you Recalled unto you Answer the Answer
given him by the Defendants or either and which of them the whole
You Know touching of this Affair from the Beginning unto the End how
You came to Know the same Particularly Declare

To all the Witnesses 10th ... Do You Know or Can You say any thing
touching the Matters in Question in this Cause or any and which of them
if so, set forth the same as you Know have been informed or do believe
with the Reasons of such your Knowledge or Belief

William Evans
Solr for the Complainant

Magnus Conrad Esq[r]
Chancellor

Between John Swinburne Complainant
and Sungamah Chetty, Sidiamah Chetty and
Ramiah Pyle Ramiah Pyle Defendants

Deposition of Witnesses taken on their Oaths by and before the
Honourable the Court of Chancery.

Cavelly Venkatah of Madras Merchant aged 40 Years or thereabouts
being produced as a Witness on their Oaths on the part of the Defendants
was on the 19th day of May 1796 sworn at the Office of Mr Berkdale
Palmer Register for the Complainant by Scrapse who left a Book of the
Answer Exhibited and Place of Abode of the said Deponent and afterwards
with the like day sworn and Examined deposeth as follows

To the first Interrogatory this Deponent saith he does know the Complainant
& Defendants Sungamah Chetty & Defendants Ramiah Pyle Ramiah Pyle
& Sons, but this Deponent is not acquainted with Sidiamah Chetty

To the second Interrogatory this Deponent saith some time before May
Last Sungamah Chetty sent for this Deponent to Ramiah Pyle Deponents
Pyle, Sungamah Chetty Ballamoodi Chetty Deponent and Annachillum
Pudiah to the Complainant Annachillum read a Paper and told
a Paper which he read to Chetty Ramiah Pyle to the Complainant
telling in another Room that he must say something in all (what this
Deponent cannot say) Annachillum returned and told to
Ballamoodi Chetty, Ramiah Pyle Ramiah Pyle and Sungamah
Chetty what he had been Ramiah Pyle Ramiah Pyle said to Annachillum
he should not sign to the Bond without he received the Two thousand four
hundred for 200 Pagodas which this Deponent heard was for One hundred
Candy of Cotton Annachillum said come to my House and I will
pay it they then went to Chetty Ramiah who paid afterwards
this Deponent cannot say what more deposeth not to this Interrogatory
and last Interrogatory

Richard Sullivan

Examined

No. 7

Mayors Court at
Madraspatnam

Between John Lawrence Esqr Complainant
and Sungamah Chitty Widdow Chitty and Mootia
Dyc Canacka Dyc Defendants

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

Gundavaray Aroma Chitty of Madras Merchant aged 26 Years
a Witness duly produced on the Part of the Defendants
the Defendants on the 17th day of May 1764 shown at the Office
of Mr Archdale Palmer Attorney for the Complainant by Compa
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 viz.

1st ..... To the first Interrogatory this Deponent saith he has known the Com-
plainant for 3 Years, Mootia Dyc Canacka Dyc 12 Years last past
has and resided with Sungamah Chitty and Vidalum Chitty

4th ..... To the fourth Interrogatory this Deponent saith, about Sheff to
Omichund from the Complainants Behalf to which time several Merchants
and Inhabitants of Madras Mootia Canacka Dyc Defendants

Richard Sathorn
Examiner

Mayors Court at
Madraspatnam

Between John Lawrence Esqr Complainant
and Sungamah Chitty Widdow Chitty and
Mootia Dyc Canacka Dyc Defendants

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

Tajavin Canacka of Madras Peon aged 20 Years a Witness duly
produced and Sworn in this Cause on the part of the Defendants
and on the 17th day of May 1764 shown at the Office of Mr Archdale
Palmer Attorney for the Complainant by Compa 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

1

Examn

To the first Interrogatory this Deponent saith he has known the Complainant 2 Years and the Defendants 2 Years or thereabouts —

To the 2d Interrogatory this Deponent saith some few days after the Pagoda Chitty was marked from thence togo to Pulicat the Pangamah Chitty and Mootha Pyle Comada Pyle went to Bommidi Naick Chetty Pudupetah house and told him surprended to pay the money as soon as he Master should goff and had not paid Eight thereof any sort of delays he had perswaded matters before — Bommidi Naick made answer that he imediately would pay it to you in two or three days — Ten afterwards Bommidi Naick came to Pangamah Chitty and told him he must go to send Boats to Pulicat to load the Cotton Pangamah Chitty said to Bommidi Naick if you send the Boats the Cotton is not ready, Bommidi Naick then made answer the Boats shall wait there till it is Pangamah Chitty replyed we will allow fought for as many Candy of Cotton as can put on board the Boats not for as much as the Boats will carry and more this Deponent saith not to the 2d Interrogatory

To the 3d Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 4th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 5th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 6th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 7th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 8th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 9th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 10th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 11th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 12th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 13th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 14th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 15th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 16th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 17th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 18th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 19th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 20th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 21st Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 22d Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 23d Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 24th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 25th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 26th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 27th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 28th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 29th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 30th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 31st Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 32d Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 33d Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 34th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 35th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 36th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 37th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 38th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 39th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 40th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 41st Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 42d Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 43d Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 44th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 45th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 46th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

To the 47th Interrogatory this Deponent saith he has known the Complainant 2 Years Pangamah Chitty and Seddasen Chitty 1 Year and Mootha Pyle Comada Pyle 20 Years or thereabouts —

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5th ..... To the Fifth Interrogatory the Deponent saith he believes the Plaintiff is entitled to the Sum of Two Hundred Pounds Sterling as in the Plaintiffs Bill of Complaint is mentioned and charged and to the Sixth Interrogatory the Deponent saith he believes the Defendant Ashuk in the Plaintiffs Bill of Complaint named is indebted to the Plaintiff in the Sum of Two Hundred and Twenty Pounds Sterling as in the Plaintiffs Bill of Complaint is mentioned and charged and to the Seventh Interrogatory the Deponent saith he believes the Defendant Ashuk in the Plaintiffs Bill of Complaint named hath not paid the Plaintiff the Sum of Two Hundred and Twenty Pounds Sterling or any part thereof but hath refused and neglected so to do and to the Eighth Interrogatory the Deponent saith he believes the Defendant Ashuk in the Plaintiffs Bill of Complaint named hath not any Estate Real or Personal within the Province of Pennsylvania or elsewhere to the Deponents knowledge or belief to the Ninth Interrogatory 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Interrog asked Bramachellums for the money for the One hundred Candy of Cotton they Dft just contracted to furnish the Complainant with Bramachellumrao answers came to my hand and I will give it you they then all came away next morning Rangama Chetty Ballamundo Chetty Bramiha Dofs Ethiraja Dofs and this Deponent attending them went to Bramachellums house where they again asked him for the money Bramachellum said my Master is gone to Mandhia so soon as he gets off I will give it to you then Defendants answered the Limited Time of the Contract is very short if you do not give what must be do? Bramachellum replied you know my Master the Complainant is gone away and which way he is not any body can say when he is gone come here and I will give it you they then came away after Mr. John Lawrence Smith's departure this Deponent went with the abovenamed Defendants to Bramachellums house where came to them Gudumaru of the money Bramachellum said he would collect it in two or three days and pay them Ballamundo Chetty Rangum Chetty and Bramiha Dofs Ethiraja Dofs answered Bramachellum if you will be such Delays and the Cotton should not arrive at the prescribed Time (and the) any dispute should arise they should look upon us, if you give us the money now, we can deliver the Cotton at Pondicherry time they then came away and more this Deponent can't say to this 5th Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith, he was employed by any Person to procure a Letter of Licence, and more deposeth not to this or the last Interrogatory

Richard Salthorn

Examined

Mayors Court

Madrasparbonam.

Between John Lawrence Smith Complainant and Rangamah Chetty Sadakoon Chetty and Bramiha Dofs Ethiraja Dofs Defendants

Depositions of Witnesses taken on the Complaint and before the Examiner in the Court as followeth

Condapah of Madras Peon aged 30 Years a Hindoo by Cast produced as a Witness in this Cause on the part of the Defendants sworn the 17th day of May 1768 and the Office of Mr Archdale Palmer Attorney for the Complainant by Comparison with the Book of the Rent Roll of the Place of Abode of the said Deponent and afterwards on Hearing being

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Richard Sathorn
Examined

Mayors Court at
Madraspatnam

Between John Lewis Smith Complainant
and Langumah Chitty Pedrum Chitty and Duraisa
Pyle Vencata Pyle Defendants

Depositions of Witnesses taken on the Complaint Exhibited
Examined on the Oaths following
Viz.

Deponent Thy Deponent of Madras Peon duly Sworn Interpreted
unto on the 13th day of May 1768 Examined the Affidavit of Mr. Archibald
Palmer, Attorney for the Complainant by Comparing the Words of the
Name Title and Place of abode of the said Deponent and after Sworn
the same day being sworn and Examined deposeth as follows viz.

To the first Interrogatory This Deponent to the best knowledge Com-
plainant 2 Years Langumah Chitty and Pedrum Chitty 2 Years and Vencata
Pyle Vencata Pyle 10 Years or thereabouts

To the Eleventh Interrogatory the Deponent saith he knows the Rabob of Cudapah went against Nasser Reddy Pollygar of Rudreveram; the Pollygar being a Pattan Chief, gave the Rabob battle who defeated him Surraverah Canam the Pattan Chief: Ranga Reddy of his forces together, went and plundered all the Cumbizes subject to Cudapah Surraverah Canam people did the same Ranga Reddy burnt by Candy of Cotton belonging to Siddoom Chetty provided by Thomas an English Gentleman at Sugarnagudu Village, where was fifteen Candy of Cotton Chetty and Siddoom Chetty on the same Contract Surraverah Canam People Condemn three Villages of Cotton belonging to Sungamah Chetty and Sivaram Chetty on the said Contract was plundered by Ranga Reddy where Siddoom Chetty had bought from Pollams twenty Chetty or Forty Candy of Cotton all of which escaping fifteen Candy which Pollams Sungum would not let them take away as he had not paid the whole sum for it came on the disturbances and the fifteen Candys by Ranga Reddy afterwards Pollams Sungum insisting on the payment of fifteen Candy of Cotton which had been plundered Siddoom Chetty paid them and more this Deponent saith not to this the Eighth Ninth and last Interrogatory

Richard Sathorn

Examiner

Sworn before me

Mayors Court at Madraspatnam

Between John Swain Smith Complainant and Sungamah Chetty, Siddoom Chetty and Manda Defendants

Depositions of Witnesses taken on the Cause by and before the Examiner in the Court of Oyer & Terminer

Canny Pinnay Old Chetty of Sowcarpet Merchant aged 72 Years a Witness produced & sworn on the Cause on the part of the Defendants on the 17th day of May 1776 at the Office of Mr Archibald Palmer Attorney for the Complainant by Company

[illegible]

[illegible]

Harpur Coverdale
Madrasapatnam

Between John Swanston Complainant
and Sungunah Chetty Siddum Chetty & Mark
Defts Cross Defts Defendants

Depositions of Witnesses taken on the Cause by and before the
Examiner on the Court of Choultry
Cavaraty Pandey Cadjy of Madras Pattamar Peon Aged 29 Years
or thereabouts being produced as a Witness on the Cause on the part of the
Defendants who on the 5th day of May 1764 whereat the Office of Mr
Archibald Palmer Attorney for the Complainant by Comprah who left a note
of the Plaints Title and Prayer of order of the said Deponent made for
a Subpoena to be on the same day sworn and Examined Deponent saith that
to the first Interrogatory this Deponent saith he was not acquainted with the
Complainant but that he has known Sungum Chetty & Gloom Siddum Chetty
Defts and Mark the Defts Cross the Defts 15 Years or thereabouts
to the third Interrogatory this Deponent saith that was undertaken
last Year in the Country of Cadapa Cuma, begun by Allamum Cadjy of
Cadapa whereto he Army and the Fort of Mopum belonging to Ranga
Reddy Pallegaur of Rudravaram, Ranga Reddy being joined by some
more Cavan a Pattan Chief began war Call'd to the Nabob who defeated them
the Pattan Chief was killed and near two Thousand of their People Ranga
Reddy collecting the remainder of his Forces together went and plundered
all the Inhabitants in Tarpaday and Papoopadoo Villages subject to the
Nabob of Cadapa at which time this Deponent was in Papadoo Village
Two Candy of Cotton in Papoopadoo Village belonging to Sungunah Chetty which this Deponent heard he had
purchased from an English Gentleman at Madras on Contract the said Two
Candy of Cotton was also plundered and more this Deponent knows not to this
or to the last Interrogatory

Richard Salmon
Examiner

Thomas Sungunah Chetty
Chetty

Harpur Coverdale
Madrasapatnam

Between John Swanston Complainant
and Sungunah Chetty Siddum Chetty & Mark
Defts Cross Defts Defendants

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

Richard Latham
Examiner

Mayors Court at Madras

Between John Lewin Smith Complainant
and Sungunah Chitty Siddeen Chitty and
Ramiah Dass Cuncala Dass Defendants

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

Taken Chitty of Pollore Merchant Aged 26 Years or thereabouts being
produced as a Witness on the Cause on the part of the Defendants was on the
28th day of August 1760 Sworn at the Office of Mr Archdale Palmer
Attorney for the Complainant by Comps who Cyphered of the name Title
and Place of abode of the said Deponent and of Knowing on the same Day
being Examined Examined Upon the as followeth

To the first Interrogatory this Deponent saith he is not acquainted with
Mr John Lewin Smith but has known Ramiah Dass Cuncala Dass
2 Years Sungunah Chitty and Siddeen Chitty 6 Years or thereabouts

To the second Interrogatory this Deponent saith that two Years ago or thereabouts
Runga Reddy and Sirnaveth Canoo two Polligars and against the Nabob
of Cudapah who defeated them both on a battle Runga Reddy and Sirnaveth
Canoo People on their defeat went and plundered all the Villages in that
Cudapah: that Deponent was then at a Village called Collaveloh
on his own business where Siddeen Chitty one month before the battle was
fought had brought Eight Candy of Cotton from one Pollore Nagar on Mr
John Lewin Smith's Account for which he had advanced the Sum of three
Hundred Pagodas and promised to pay the rest as soon as the money should
arrive from Madras: Pollore Nagar told Siddeen Chitty there was a
likelihood soon of being some disturbances he had better therefore pay the
whole money and move away the Goods: Siddeen Chitty said I want
only for the money coming from Madras: before the money came the
disturbances broke out and the Cotton was all plundered afterwards
a dispute arising between Pollore Nagar and Siddeen Chitty about
the payment of the Money for the Cotton it was referred to the arbitration
of two Merchants there who ordered Siddeen Chitty to pay the whole
Money which he did Siddeen Chitty bought also besides at the same
Place Ten Candy of Cotton from one Nooda Shenkra and advanced for
it the Sum of One hundred Pagodas this Cotton was likewise
plundered and payment for the same being referred to Arbitration
it was adjudged that Siddeen Chitty should pay for the whole

which

Extract from the Minutes of the Quarter Sessions held at Fort St George the 8th
Day of October 1756

Sandy Nanna at the Bar

Clerk of the Peace Sandy Nanna hold up your hand

Chairman You Sandy Nanna stand here convicted of Felony to the value of thirty nine Shillings And you been found Guilty of the Indictment brought against you Simply you must according to Law have suffered the Punishment of Death but your Boy having made Choice to Mitigate the Value of what your Indictment charges You with Stealing and to find you Guilty of no more than to the Value of Thirty nine Shillings the Sentence of the Court in Consequence of that Verdict is that you Sandy Nanna shall be burnt on the Brawn of your left Hand with a Hot Iron bearing the mark of the Letter F

Fort St George 2 July 1764

A true Extract

P. Penning

Clerk of the Peace

Extract from the Minutes of Court Held at the Town Hall on
Tuesday the 25th day of June Anno Domini 1765

Johan Lewis Smith by his Attorney John Lewis

versus

Sungana Chitty Seddum Chetty & Hamed & Dos Boncada

Defts

Summons issued against the Witnesses on the part of the Defendants Returned served on Cavilly Soubrah, Gundanny Runia Chetty Pagaramy Dofs Cundapa Canny Pulla Alla Chetty and Narrain Dofs the other Witnesses not to be found the Witnesses summoned accordingly Appear and Canny Pulla Alla Chetty being at the Desire of the Complainants Attorney duly sworn, the Interrogatorys put to them before the Examiner are now put to

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[illegible] Court and the Cadaver was given away [illegible]
before the Examiner as he now declares that he did [illegible]
to the Defendants Servant Catagutta and other Cattages Remaining on the Estate
for about 28 Candy and was taken away by Boyd & Cargo Boats about 12 Days
since, and that no Cotton was at that time Shipped either by the Cadagatt
Subah or Ramgar Reddy — he further Declares that he was Ordered by the
Defendants Servant Chitty and Maricka Dyes Boards Dyes work &
Premise of Making a Wedding for him to Declare what he has done at the
Deposition before the Examiner and which they refused by telling him
that the other People would Declare the same — Signed to Depose the
Contents of this Matter till Next Court Day —

Peter

Alms Extract S. M. Stone
Regr

Mayor's Court at Madraspatnam } Tuesday the 25th day of June Anno Domini 1765

Present
George Baker Esqr. Mayor
Robert Barnes — Edward Boulton
& Arthur Cuthbert — Aldermen —

Between the Sheriff
by his Attorney John Smith of Madrass
Merchant Complainant and Thomas
Chitty Siddown Chitty and Maricka
Defendants Merchants & Copartners —

These Causes coming on to be heard and debated this Court
day in the presence of the Defendants and of their Attorneys on both sides it is
Ordered
Reading

Reading the Complainants Bill with an Account Current annexed, The Defendants Answer with an Account Current annexed, The Cross Bill, The Replication with a Contract Agreement annexed, The Cross Defendants Answer The Rejoinder, The Cross Complainants Replication The Cross Defendants Rejoinder, The Interrogatories and Depositions on the part of the Original Complainant with a Receipt annexed, The Interrogatories and Depositions on the part of the Original Defendants, Two Exhibits on the part of the Original Defendants On hearing the Pleadings made use of by the Attornies and due Consideration had thereon It appearing to the Court that the Complainant hath produced sufficient proof of his having advanced to the Defendants the Sums mentioned in the Account Current annexed to the Bill of Complaint agreable to the Contract entered into with them and that the several other Articles Charged in the said Account Current are justly due and that the Defendants have not performed their part of the said Contract by the delivery of the Cotton agreed on This Court doth therefore Cause the same to be Referred and doth accordingly Order and Decree that the Defendants do pay unto the Complainant the full and just sum of Eight Thousand three Hundred and Ninety five Pagodas twenty four fanams and twenty Nine Cash Pagodas 8395. 24. 29 being the Ballance of the said Account Current together 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

Decree

Court of Appeals at Madrafspatnam } Thursday 19th December 1765

Between Tungam Chitty Lutchmen Chitty Appellts
& Hyder Dyse Cawada Dyse
& John Lewin Smith Respts

This Cause coming on to be heard and debated before this Court by the Attornies on both Sides, upon hearing the Petition of Appeal and Answer and the several Orders of the Honourable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the twenty fifth day of June last past and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both sides the Court doth therefore Set the Order and Decree Lth accordingly Order and Decree that the

Decree

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Decree of the Honourable the Mayors Court given on the Cross Petition & Complaint and that the Appellants Petition be Dismissed with Cost

H Chs
W.M Goodlad
Clerk of Crt

Rd & Filed
17th July 1764

To the Honble the Mayors Court at Madrasepatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Consul Gangoma of Madras Widow Rd & Residing also of the same place Inhabitant standeth indebted unto your Oratrix in the full and just Sum of two Hundred and Sixty two Pagodas twenty two fanams and fifty cash Current money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of One Hundred and five Pounds and ten Shillings, or thereabouts, appearing upon a Bond Bill Mortgage Obligation for the Sum of One Hundred Pagodas given by Sultandas Mallaih which is ready to be produced to this Honourable Court when required as also another obligation for the further Sum of Thirty Pagodas given unto the said Sallauda Mallaih by a Promissory Note of which is hereunto annexed Marked A which said two Obligations are transferred and assigned over unto your Oratrix by the said Sallauda Mallaih for the Sum of two Hundred Pagodas as also a Copy of the said two Obligations marked B with an Account Current annexed C all which your Oratrix most humbly refers this Honble Court unto and prays the same may be admitted as Part of this your Oratrix Bill of Complaint and your Oratrix further humbly sheweth unto this Honble Court that the said Sallauda Mallaih has paid the further sum of four Pagodas Thirty four fanams and fifty Cash for Duit and Polegar Duty, and requires as will more fully and at large appear by the Account annexed hereto marked C and your Oratrix further sheweth unto this Honble Court that the said Sallauda Mallaih in an unreasonable manner requested Payment from the said Oratrix of the

Sum of two Hundred and Sixty two Pagodas, Twenty two fanams, and forty Seven Cash

Humbly Sheweth That it may it please this Honorable Court Thesaid Ramah Badrah Obstinately and wilfully refuses to give your Orators any manner of Satisfaction touching the Premises your Orator therefore prays a general subpoena as to this Honorable Court shall appear agreable to equity and good conscience To the End therefore that the said Ramabadrah may upon his Corporal Oath true and Perfect Answer make to all and singular the matters and things herein before alledged and set forth as fully truly and effectually to all intents and purposes as if the same were herein repeated and interrogated and he Decreed to pay unto Your Orators the aforesaid sum of two hundred and sixty two Pagodas Twenty two fanams and forty seven Cash with all interest due thereon, also all Costs of this suit

May it please this Hon'ble Court to cause the said Ramabadrah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Severally to be and appear before this Honorable Court at a certain time and place to be by this Honorable Court Prefixed and appointed then and there to Answer thro 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

Will Cranwell
Atty for the Compt

Madras the 23d of April 1745

(Letter A)

I Ramabadrah son of Cuchalyapah Mudeliar do hereby Acknowledge to have Borrowed and Received from Sallador Mallaih the sum of Sixty Pagodas, exclusive of the sum of One Hundred Pagodas which I Borrowed of the said Chaultry Mortgage Obligation of One Hundred Pagodas shall become Due, Drawn by Subramaniah

Witness

Sd/ Ramabadrah

Sd/ Pau Translate

Madras

No.

Madras by Covenant dated Subsequent

Will Cornwell
Storekeeper

Letter B

Known all Men by these Presents that I Pallatee
Mallaah of Madras Inhabitant in Consideration of the Role of Hand of Grand
Gorgeon of Madras Widow for the sum of Two Hundred Pagodas of Good money
of Madras Payable Four Months after date, do thereby acknowledge and Declare with the
said Grand Gorgeon to her own proper use and behoof any account to be given &
name the sum of Two Hundred and Sixty Two Pagodas Twenty Fanams and
Forty seven Cash, and all other sum and sums of Money as are remaining due and
Payable upon or by Virtue of Two Obligations under the Hands of Pallatee
of Madras Inhabitant one for the sum of one Hundred Pagodas and the other for the
sum of Thirty Pagodas, as will more fully and at large appear by the same Bonds and
all my Right, Title Interest and Demand in and to the same, I do give and grant
with the said Grand Gorgeon full power and authority to demand and receive the
to her own use, and upon Receipt thereof to give discharges for the same or any part
thereof: and I the said Pallatee Mallaah do hereby Covenant and agree to and
with the said Grand Gorgeon that the said sum of Two Hundred and Sixty Two
Pagodas, Twenty Four Fanams and Forty seven Cash is justly due and owing and
that I have not received or discharged the same or any part thereof. In Witness
whereof I have hereunto set my Hand in Madras the Thirty first day of June in
the Year of our Lord One thousand seven Hundred and Sixty four

Witnesses

(Signed) Pallatee Mallaah

(D)r Ramabadrah in Account Current with Pallaloo Mallaiah (Silver C) Cr

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 1745 | | To Cash lent you upon Mortgage of your | | | 1764 | | By Balance | 262.22.47 |
| | | House and Ground as Per Obligation | 100 | | | | | |
| | | Mortgage Obligation of this date | | | | | | |
| 1764 | | To Interest on the above sum from the | | | | | | |
| June | 31 | 22d of April 1754 to the 31st of June 1764 | 77.32.72 | | | | | |
| | | being 9 Yrs 2 Mo: 8 D @ 8 P Cent P Annum | | 177.32.72 | | | | |
| 1745 | | To Cash lent you upon Obligation | | | | | | |
| April | 22 | of this date | 30 | | | | | |
| | | To Interest on the above Sum from the 22d | | | | | | |
| | | of April 1745 to the 31st of June 1764 | 46.1.34 | | | | | |
| | | being 19 Yrs 2 Mo: 8 D @ 8 P Cent P Annum | | 76.1.34 | | | | |
| 1754 | | To Cash paid for Land Rent Poligars | | | | | | |
| October | 14 | Duty and repairs for your House to | 4 24.40 | | | | | |
| | | this day | | | | | | |
| | | To Interest on the above sum from the 14th | | | | | | |
| | | of October 1754 to the 31st of June 1764 | 3.22.60 | | | | | |
| | | being 9 Yrs 8 Mo: 26 D @ 8 P Cent P Annum | | 8.24.20 | | | | |
| | | Pagodas | | 262.22.47 | | | | |

Pagodas 262.22.47

Madras the 31st June 1764
Errors Excepted
P Q Vencatadry

66

Filed & Filed
25th August 1764

The Answer of Ramachundah of
Madras Inhabitant to the Bill
of Complaint of Cuttil Comaty
and Ram Chitty Complainants
and Ramiah Defendant

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 uncertainties and insufficiencies in the said Bill contained for
Answer thereunto or unto so much thereof as this Defendant is advised is necessary
concern him to make Answer unto he this Defendant Answereth and saith he is not
indebted to the Complainant nor to the Transferror in the Sum of Fifty Pagodas
current annexed to the Bill of Complaint for this Defendant saith that on or about
the twentieth day of September one thousand seven hundred and fifty four this
Defendant did Lease and Grant unto and Rundarah Street Native to the Trans-
ferror for the Sum of one hundred Pagodas the same to be paid on four Years after the
Date of the said Mortgage with this Proviso that the Transferror should
to reside in the House Tent free which usually brought in three Pagodas per Month
the said Sum of one hundred Pagodas not to be paid at the Expiration of the said
time without Interest And this Defendant saith that he already paid the sum of
Thirty Pagodas part as the Interest thereof this Defendant was willing and
offer the reasons from thereon hand which was that this Defendant was engaged
with another Person at the Expiration of the time Limited for the redemption of
the said Mortgage Money tendered and offered to pay and discharge the said Mortgage Sum
of one hundred Pagodas but the Sum of Thirty Pagodas with the Interest
then was due on the said Note of Bond for Thirty Pagodas but the Transferror
refused to accept the same as he had not their Mortgage Deed by him delivered
but promised this Defendant to produce the same in four days Defendant
Keeping his Word the Transferror went with the Deed but at
all which time this Defendant was kept out of the House by the Transferror
leaving in Possession some of his own People But this Defendant with the
the Return of the Transferror to this Place this Defendant applied to him
the Transferror again but to no Purpose then this Defendant applied to his
Brothers Servants and one Servant Woman by the Name of Comapoy
Land

hand Rock Lazar to get the Transferrer to settle and adjust their Accounts whom in consequence thereof did apply to the Transferrer for such purpose when the Transferrer promised to settle their Accounts in fifteen days time or before the Expiration of such time he the Transferrer went into the Country whereupon this Defendant took upon himself to turn those that Succeeded the House out of Possession and in their stead placed himself And this Defendant further saith that about eight Months or thereabouts the Transferrer came to this Place (Madras) he this Defendant immediately Complained to William Percival Esquire since deceased that the Transferrer would not settle any Accounts or give up the Choultry Mortgage nor pay to him receive any money from this Defendant Whereupon the said William Percival sent to the Transferrer and hearing what he had to allege in his defence against this Defendant and the Transferrer to go to Arbitration and Bonds were accordingly entered into and the Arbitrators chosen upon the Business for the first time but upon the second meeting the Transferrer was found to have run away soon after William Percival Esquire died after whose decease the said Transferrer came into this Place on which this Defendant applied to Governor Pigot telling forth his Case as before recited whereupon he ordered the said Transferrer to be brought before him but the said Transferrer run away again And this Defendant further saith that in the month of June or July in the Present Year one thousand seven hundred and sixty four the Transferrer came again to this Place on whose Arrival this Defendant applied to Mr Stratton reciting all the Circumstances before recited whereupon a Sattawa to fetch the said Transferrer to him who came and on his being told of the Complaint against him he the Transferrer promised to answer the same in four days but instead thereof he the Transferrer went and absconded has Indicted the Complainant in the manner as forth in the Complainants Bill of Complaint which hacking and dangerous contrary to the Justice and Equity of this Defendants intentions were he this Defendant to intentionally borrowed the sum of one hundred Pagodas borrowed on their Mortgage of one thousand to pay the same three hundred Pagodas with the Interest seven hundred and forty three and the sum of thirty Pagodas with the Interest to the time he offered and constantly tendered to pay and which he this Defendant is now ready to pay to the Complainant of the will accept of the same And this Defendant further saith that the Complainant hath thought proper to open an Account Current between this Defendant he this Defendant Presumes the Charge of House Rent for the two Years before Examined must be deducted thereupon Twenty Pagodas per Month Amounting to the sum of two hundred and eighty Pagodas at the Rate of three

Pagodas

Pagodas per Annum but this Sum the Defendant humbly submits is to the determination of this Honorable Court —

All Matters and things this Defendant is ready to Come to maintain and prove in such manner and form as this Honorable Court shall direct and humbly prays to be hence dismissed with her reasonable Costs and Charges in this behalf most wrongfully sustained —

Charles Bromley
Attorney for the Defendant

Read and filed
11th December 1766

# The Replication

Of Jane wife of Madras Webster Defendant
To the Answer of Thomas Hatch Esqr
complainant Exhibited Defendant

This Repliant saving and Reserving to herself all and all Manner of Benefit and Advantage of Exception to the many Errors, uncertainties and Imperfections in the Defendants said Answer Contained for Replication thereunto saith that she and Singular the matters and things in her Replicate Bill are true as the same are therein alledged and asserted and that the Answer to the said Bill is very much imperfect and unsufficient in the Law to be replied unto and this Repliant further saith that she avers that the Defendant unjustly and unduly entitled Her this Repliant on account of the Transfer given by Nathaniel Hatch to the Sum of Two Hundred and Sixty Two Pagodas Twenty Five Fanams and Fifteen Cash as set forth in her Bill of Complaint this Repliant further saith that she admits that on or about the Twentyeth day of September in the Year of our Lord One thousand Seven hundred and forty three the said Mortgage a House and Ground situated as mentioned in the said Mortgage Obligation to the said Transferee Nathaniel Hatch for the sum of one Hundred Pagodas on the Conditions mentioned in the said Mortgage Obligation but this Repliant positively saith that the Defendant subject to the Defendants assertion and allegation of three Pagodas a month of the said House

[illegible]

over the Town of the said Pettigatoon did on order to make it appear to this Honorable Court that Replyant had Reason to Observe of the said House Rented at three Pagodas a Month The Defendant would not have Mortgaged for One Hundred Pagodas for the Space mentioned and this Replyant further saith that the said House was mortgaged three Years before the surrender of this Settlement to the French consequently could not bring in above one Pagoda a month by reason of the Inhabitants being so dispersed and from the time the French had Possession till the Restoration to the English the said House produced nothing but about four Months after the restoration of the Settlement and the Inhabitants returning this Replyant is well informed the said Transferrer let out the said House to another Person at one quarter of a Pagoda per month who dwelt in it until the fourth day of October which was the Year of our Lord One thousand seven hundred and fifty four when the Defendant forcibly without discharging the said Mortgage took from the Transferrer the said House therefore from that time the Transferrer hath charged on his Account the interest on the mortgage and this Replyant further saith the Defendant did not insist in his answer the particular time or times that the said House produced three Pagodas Per Month for its well known after the restoration of this Settlement by the Country Houses that were Demolished for the Esplanade the Houses then subsisting stood at every high road of the Defendant can make good his assertion of the said rent of three Pagodas Per month it must have been after the said House was taken forcibly from the Transferrer which in equity must be refund to this Replyant as the said Mortgage was not discharged to the Transferrer agreable to the Defendants Contract that it should remain on the occupation of the Transferrer till the accomplishments of the said Mortgage Obligation the Difference arising upon the rent this Replyant humbly refers to the Judgement of this Honble Court the Defendants assertion in regard to the Tendering of One Hundred Pagodas as also the further sum of Thirty Pagodas with the interest that were due on the said rented Houses is fallacious and will appear the same as the Transferrer could not refuse such an offer But to refute the Defendants assertion in the Year of Our Lord one thousand seven Hundred and Forty seven when this Settlement was in the Possession of the French and the Inhabitants were dispersed at the same time the Transferrer was at Pellicat and the Defendant in the Country at which time the Materials of the Houses that were pulled down were of very little value at the time Most Houses were in a Mouldering condition the Defendant mortgaged two more adjoining Houses to the said Transferrer for the sum of the

Hundred

Hundred Pagodas was forced sometime after the House Came on the Day the
Defendant Borrowed thirty Pagodas from the said Transferrer Wherein
Hower then how can it be Justly believed when Madras was on so much better
and the Defendant in so low circumstances could have found not only the Sum of
One Hundred Pagodas but thirty Pagodas with the enterest due to the Transferrer
this Replyant says that as and offered to redeem any Howses that were Mortgaged
before the Loss of Madras as it was the general opinion that the French meant to
keep the Town Notwithstanding the Defendant pretends Hardship to Pay the said
Mortgage with the Sum of Thirty Pagodas and the enterest aforesaid when the
place was so impoverished that the richest inhabitants were incapable of discha-
-ging their Debts and almost lost in despair whether were the place would be
abandoned so all hopes were lost with them of their Estates or the all thereof and
consequence at this time how the Defendant cannot be supposed to have tendered the
Debt when his House could not be estimated at more then ten Pagodas and to
Corroborate this aforesaid wrongful of the Defendant and the Transferrer
That on or about the Twenty second day of February which was in the Year of our
Lord One Thousand Seven hundred and Forty Six that one Rangapah Brother
of the Defendant Mortgaged with the said Transferrer three Madras Surfanams
received the Sum of Five Pagodas which he the said Rangapah Refused
returned even to this day though often demanded by the said Transferrer and this
Replyant further saith in regard to the Defendants aforesaid alledging to the Trans-
ferrer Promising to Produce the Paper which the Defendant Calls a Deed of
Mortgage Bill of Sale or a few days but instead of returning to the said
Transferrer went into the Country and stayed there most part of one year during
which time this Defendant made Report of his Death to the
Honorable Court the falsity of the Defendants aforesaid this Replyant begs
leave to Observe that the Defendant and the said Transferrer Remained
not in this place for it is evident to the contrary as this Same Account of
this Settlement from the Year of our Lord One Thousand Seven Hundred and forty
Seven to One Thousand Seven hundred and forty Nine necessary were the
enemy being in Possession of this Place the Inhabitants Dispersed themselves
in Several Parts of the Country and all Correspondence during which time the
Transferrer resided at Pallicat and the Defendant in the Country therefore
impossible for the Transactions to be true this Replyant cannot admit that
the said Transferrer was to have refused or to accept of the said Offer and saying
that he had not the mortgaged Country Bill of Sale nor can this Replyant
admit the Transferrer to have promised the Defendant to produce the same on

Law

aforesaid as the Transferrer was at Padua and the Defendant in the Country whether was the Replyant admit for the abovementioned reasons that the same mentioned by the Defendant the Transferrer was near five Years in the Country and the Defendant kept out of his House by the Transferrer People being in the Possession of it nor can this Replyant admit that on the return of the Transferrer the Defendant to have applied to him and Charles Bouchieri Esqr Servant, and one Perera Mastry to get the Transferrer to settle their Accounts, certainly this will appear to this Honorable Court as an absurd by as there were no other Transactions but before recited in consequence the Defendant must have discharged his Obligation of One Hundred Pagodas, as also his Note of hand of Thirty Pagodas on Interest the Payment of which he would have returned his Bonds such a strange Proposals will not well be expected But that this Replyant prays leave to set forth that when the said Transferrer demanded his money from the Defendant But the Defendant put off the Payment by severe Artful and evasive answers and then took upon himself to turn out the People who the Transferrer had rented the said House and took Possession of it without either order or power of the Magistrates and this Replyant made that some time after the taking the said House from the Defendant the Transferrer returned to this place in order to Demand his Debt from the Defendant at which time the Defendant was protected by Mr. Jackson whereupon served Her as Dubash when He the said Dubash misrepresented the Case in a different light than what the Defendant did to this Honble Court or to the Servants of William Percival Esqr who undertook to oblige the said Transferrer to Arbitration which was complied with and a Penalty Bond was signed but the Arbitrators conceiving the Defendant had no ground to dispute with the said Transferrer and the Defendant at that time being protected & assisted they declined to take any pains concerning the Decision of the said Dispute the Transferrer being sensible of the said protection and suspecting the Arbitrators might be partial in their award and as He is a Merchant and having Urgent Business at that time went into the Country which prevented an Award from being given now with submission to this Honorable Court this Replyant humbly hopes that the Arbitrament will not affect His Cause and this Replyant cannot but look upon the Defendant as a Person who has not only refused & Demanded the Debt from the Defendant But the Defendant refused to discharge them and this Replyant denies that on the removal of the said Transferrer the Defendant made application to the Honorable George Pigot Esqr who Summoned the Transferrer which caused the said Transferrer to absent and this Replyant absolutely denies in the Months of June or July in the year of Our Lord one thousand seven Hundred and Sixty four that the Transferrer returned or whether ever the Defendant applied to George Moulton Esquire and requested the persons stiled Commissioners who ordered a Palaver to settle the Transferrer's

fees

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His being informed of the Captains Mr Thereof the said Transferrer promised to answer thereunto in a few days, but this Replygnet sidmate on the month of June One thousand seven hundred and sixty four the Transferrer came again from Calcutta and demanded from the Defendant the Ballance of his Account whereupon the Defendant on account of his Collegeue tenaper refused to discharge the same and went and Reprimanded the Defendt Indebted to him a sum of Money who being of the Defendants Cast in order to defray the Transferrer sent a Letter who in several respects gave him undue trouble from which time the Transferrer Replygnet has Interest to the Replygnet in the manner setforth by this Replygnet in her Bill of Complaint which Time Acting the Replygnet saith is not contrary to justice; as for the intention of the Defendant she the Replygnet saith that she cannot conceive but advances when she demanded Her right from the Defendant He pretended the Transferrer was indebted to him and this Replygnet presumes that the Charge of the said House rent commencing from the fourth day of October which was in the Year of our Lord One thousand seven hundred and Sixty four the time the said House was forcibly taken away from the Transferrer without making any consideration for the Debt due and Ten Years rent at three Pagodas per month according to the Terms of the agreement with the Transferrer which amounts to the Sum of Three Hundred Pagodas exclusive of the Sum of One Hundred Pagodas, with the further sum of Thirty Pagodas with the Interest due thereon Deducting only for the Interest of Four Hundred Pagodas being the monthly agent allowed in Order to answer to this Honble Court of the Salary of the Defendants Answer the Replygnet hopes liberty to Insert to true Narrative of the matter which she is well informed of and doubt not but will prove Satisfactory to this Honble Court that on or about the Twentieth day of September which was in the Year of Our Lord One thousand seven Hundred and forty three the Transferrer in desiring of the Defendant Richard Hamer the House Jasper his Mortgage Obligation the sum of One Hundred Pagodas on Condition that the Defendant should Pay the rent thereof for the Term of Ten Years as inserted in the said Mortgage Obligation were it was disputed that the Transferrer should Dwell in the said House exempt from rent as the Defendant was to Pay no Interest for the One Hundred Pagodas, but from time to time the said House being in great want of repair the Defendant not being able to defray the charges of the same hoped the Transferrer to Lend him the further sum of Three Pagodas on his Note of Hand at more for Interest payable when the said House were to be ordained which was granted to the Replygnet from the said Transferrer hoped in the said House to Dwell a month Replenishes which now on the Year of our Lord One thousand seven hundred and forty six the

Term

French Flood then arriving here the said Transferrer left the place and resided
at Pullicat among the Fishermen where he staid till the month of October
in the Year of Our Lord one thousand Seven hundred and Forty Nine During which
time no body lived in the said House in the interim an intimate was order to
prevent the destruction of the said House Hired people to live in and about
fifteen days after this Settlement was restored the Transferrer came from Pullicat
and did not find the Defendant here upon which He the Transferrer went to Pullicat
and returned again in about five months and then still could not find the Defendant
upon which He was obliged to let to rent the said House at one quarter of Pagoda
per Month from whence he went to Pullicat and about Six months after the writing
and the said House He the said Transferrer returned here and finding the Defend-
ant have demanded the Ballance of the Account and desired that the said
House might be redeemed but the Defendant being in very low circumstances begd the
said Transferrer to have patience after which the said Transferrer went again to
Pullicat and several times returned here and made his demand on the Defendant
but was always deferred with fair words since which time about the fourth day of
October which was in the Year of Our Lord One thousand Seven hundred and
fifty four when the said Transferrer was at Pullicat to his great astonishment
was informed that the Defendant had turned the Tenants out of the said House
and possessed the same Hereof the this Replyant as premonished hath
given above and full relation of the matters contained between the said Trans-
ferrer and the Defendant.

All which matters and things this Replyant is ready
to averr maintain and prove as this Honble Court shall Direct and humbly prays
as in and by his said Bill she hath already prayed.

Wilt. Cornwell
Sol.r for this Replyant

# The Rejoinder of Ramah
Indrah of Madras Inhabitant Defendant
to the Replication of Gazul Gopaien of
the same place Widow Complainant

This Defendant reserved at all times hereafter saving and
reserving to himself all manner of Benefit and Advantage of Exception to the
manifold and insufficiency of the said Replication for Rejoinder with that
this Defendant Answer & Saith and affirm for the Law to be replied
unto

Read & filed
15th January 1763

unto and on the said Answer he the said Complainant doth and will
will aver his bill to contain all and every thing and things therein to be true and certain
in such manner as therein is alledged and expressed. And the Defendant for
further Rejoinder saith that he the Defendant is indebted unto the Complainant
in the Sum of one hundred and thirty Pagodas and the Interest of the thirty Pagodas
and no more. The which he the Defendant is ready and willing to pay but denies that
he is indebted to the Complainant or the Transferrer in the Sum set forth in the
Replicants Bill of Complaint for the reasons already given by this Defendant in his
Answer to the said Bill. And the Replicant for further Replication doth that
though the House in dispute might not let for three Pagodas p Month at the time
it was Mortgaged yet that it hath since and now is rented for Four Pagodas p
Month therefore the Replicants Assertion which regard to its never having rented
at three Pagodas p Month is merely Suppositious and the Replicant endeavours
to support such Assertion by an Argument devoid of sense for what could disable the
Defendant from Borrowing one hundred Pagodas or any other sum but the refusal
of the Lender whose Business it is to Examine the Security that is offered for his
Loan. And this Defendant further saith that the Transferrer might let out
the Mortgaged Premises for a Quarter of a Pagoda p Month, but to whom was the
Premises let out? Why a Person belonging to the Transferrer who was allowed a Pagoda
p Month to look after the said House and this is what the Replicant artfully endeavours
in her plea as to much arising from the Mortgaged Premises p Month on Account
of Rent, but this Replicant saith that the Mortgaged Premises are Bottymortgaged
in the same pledged and Condition as they were in when they were Mortgaged and
that every inconsiderable Sum of money hath been laid out upon the premises in the
repairing thereof and yet the said Premises let out for four Pagodas p Month this
this Defendant further saith that four Years or thereabouts after the time Limited
for Payment of Mortgaged money he this Defendant took Possession of the Mortgaged
Premises as is related in his this Defendants Answer for the Condition of the
Mortgage was fulfilled by this Defendant by tendering the sum of one hundred
Pagodas and thirty Pagodas with Interest to the Transferrer and therefore the
Right Possession was in this Defendant and the Replicant or the Transferrer
could be looked upon in no other Condition than that of a Tenant and therefore his
Sum of three Pagodas p month during the Five Years that the Defendant was
Tenant of Possession of the said Premises is just and Legal and the Entry that
this Defendant made into the Mortgaged Premises is agreeable to Equity for the
Terms of the Condition in the Mortgage Deed recited being performed the Premises

ought

receive to this Defendant who ought to be Lookd upon in Statu quo Prius

And this Replyant further saith to the Allegation that the Replyant makes to this Defendants Circumstance that he this Defendant was under last accounted with his own Conduct and that however miserable the Inhabitants of Madras might be and the time that the French were in possession of Madras yet he this Defendant kept up his Character as a Merchant and was always allowed to be very punctual in his Business both at Madras and Elsewhere and that though no Persons might offer to redeem their Mortgaged Premises at the time the French were in possession of Madras no inference can be drawn from thence as to the impossibility of this Defendants redeeming his Mortgaged Premises nor can any corroborating Circumstance of the Poverty of the Inhabitants of Madras any ways affect this Defendant in the Eyes of this Honorable Court as the Replyant has Power to produce any Proof whatsoever to this Defendant in his Character of a Merchant or in the Circumstances this Defendant is Partner is made use of any ways to affect this Defendant in his defence as the Allegation in the Replication contained cannot be admitted as being Foreign to the matter in debate And this Defendant further saith that to the Place where the money was tendered as in the Answer Signification as the Money was tendered the Gentlemen afores Under this Defendant will make appear by sufficient Evidence And this Replyant further saith that to the Repetition that this Replyant in the Cross bill is made to the matter related in his this Defendants Answer to the Cross bill this Defendant presumes will amount to no more than a bare denial of the matters related in his this Defendants Answer thereby obliging this Defendant to produce Testimony to what he this Defendant hath in his said Answer set forth And this Defendant lastly saith to the Narration that the Replyant hath set forth in her Replication that the same is very Erroneous in many respects but as the same is no more than what hath been set forth by the Replyant in her Replication as an Explication to this Defendants Answer this Defendant does by no means think he is further obliged to Answer the same as the matter so more to the Replication in this Defendants Answer related is sufficient to Overthrow the Replyant in her Extraordinary demands on this Defendant And as to any other matter or thing that the Replyant hath related in her Replication and which is not hereby Specifically Answered unto that the same is very Erroneous and Unjust for this Defendant to make any other Answer thereunto than what hath been already related and set forth All Which Matters and things this Defendant is Ready to Verify and prove as this Honorable Court shall direct and humbly Prays as in and by his said Answer he hath already Prayed

Charles Bromley
Solr for the Defendant

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# Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the Part & behalf of the Complainant in a certain Cause depending in Chancery wherein Complainant and Ramakrishnah is Defendant

To all the Witnesses ... 1st ... Do you, Honors, the Parties Complainant and Defendant in this Cause or any of You how long have you or known them, or either and which of them Declare

To Venkatachellum ... 2d ... Was or was not the Premises in dispute, rented to you, of you, by whom, and at what time, or times, Do you Know or do you not know whether the said house was rented, to any other person of you, to whom and to how long did they have rent, Were you or were you not and Cupah, turned out of the said house, if Yea at what time, and by whom, Can you or can you not recollect the amount of the Rent you have paid if Yea what Rent did you pay, and for what time and what was Rented to you for month the whole you know, touching these Matters fully and Particularly Declare

To Venkatashaw and Cundapah ... 3d ... Do you know you not acquainted of Yea Manavaree house being pulled down with several Other Houses in the Black Town of Yea, by whom were they pulled down and at what time and what was the said Houses rebuilded at, Do you know or do you not know, how wooden Materials Bricks and Tiles &c for at that time, if Yea, at for the what were they valued at, Do you Know or do you not know whether any Person or Persons took houses, to rent during the Troubles & Disturbances of the said Settlement, if Yea, what Person or Persons rented houses at the Expiature of the settlement and what you know further concerning these Matters fully and Particularly Declare

To Canacia ... 4th ... Are you or are you not acquainted with the Defendant and knew the Debt due to the Transferrer, before he transferred it if Yea set forth the same, Did you or did you not hear the Defendant request the Transferrer to have patience as he being incapacitated from Discharging the said Debt if Yea when and where did he make this application, Was it or was it not through your entered that the Money was lent to the Defendant if Yea, Declare the whole you know concerning these affairs from the beginning unto the end fully and Particularly

To Ercat Rayan ... 5th ... Are you or are you not acquainted with the Defendant how long, of Yea, when and where did he make these acknowledgements of the Complainants

what you know or relate or to this affair

To Interrog.ts ... C.ts ... Do you know or do you not know of the Transferer requesting Mr. Percivals
Husband to request the Arbitrator to decide this affair with the Defendant if you what
may be answer to the Transferer To the best of your knowledge fully and Particularly
Declare

To all the Interrogs ... I. ... 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 or Belief

Wm. Conwell
Attorney for the Complainant

Mayor Court at
Madraspatanam

Between Grand Gargeon Complainant and
Ramadoss Defendant

Deposition of Witness taken on this Cause, Sworn before the Examiner
in this Court as follows viz.

Venkata Chitty of Madras Merchant Aged 30 Years or thereabouts, being
produced as a Witness in this Cause on the part of the Complainant, upon the 26th
day of September 1763 sworn at the Office of Mr. Charles Bromley Attorney for the
Defendant, by Company 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 viz.

To the 1st Interrogatory this Deponent saith he is not acquainted with the
Complainant but has known the Defendant 20 Years or thereabouts

To the 2d Interrogatory this Deponent saith the premises in dispute was rented
to him by the Transferer Mallar at the rate of a Quarter of a Pagoda p. Month and
after Mr. Le Bourdonnais went from hence this Deponent does not know of the said
House being rented to any other person besides himself and Cupah, who after living
in it for years were severally turned out by Mr. Percivals Butler Ramapah the
sum of the rent this Deponent paid, and further Deponeth not to this or to the last Interrogatory

Richard Sathom
Examiner

Sworn before Me

Mayors Court at Madraspatnam

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

Vencadapah of Madras Dubash Aged 36 Years sworn & examined saith he produced as a Witness on this Cause on the part of the Complainant & knows the Parties day of September 1765 shewn at the Office of Mr Charles Brooke Attorney for the Defendant by Canapah who left a note of the name & Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as follows viz

To the first Interrogatory this Deponent saith he has known the Complainant and Defendant 22 Years or thereabouts

To the third Interrogatory this Deponent saith he does know of Coja Manoes house being pulled down with several others in the Black Town by the French soon after Mr Le Bourdonnais took this Place the Inhabitants of the said Coja Manoes House sold all the wood & materials to Coja Manoes House sold all the wood & materials to Coja Manoes House sold all the wood & materials to

Commenced upon the Interrogatory

To the first Interrogatory this Deponent saith he was not acquainted with the Complainant but has known the Defendant 10 Years or thereabouts

To the third Interrogatory this Deponent saith he has Known of the Complainant and Defendant having purchased two Houses of Mr Edward Hanson and Mr Edward Gardiner both Masters Ships Carpenters the Materials of the said Houses were worth between three hundred Pounds the Planks Timber and Iron of which the Houses were built for between thirty & Forty Pounds to the knowledge of this Deponent Bricks and Tiles would not sell at that time there being no purchasers this Deponent knows of many Persons pulling Houses during the Troubles & Confusion of this Settlement they and there Materials brought them — more this Deponent Saith not to this or to the last Interrogatory —

Richard Latham

Sworn in Court

Mayor Court

Hendrick Spratman

Deposition of Witnesses taken in the Cause depending before the Commissioners in this Court as follows viz

Duncan of Rachael Dubach aged 67 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 25th day of September 1765 sworn at the Office of Mr Charles Brown by Attorney for the Defendant by Interpreter who left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day Deponent Sworn and Examined Deposeth as follows viz —

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but has known the Defendant about 10 Years or thereabouts —

To the fourth Interrogatory this Deponent saith he has known the Defendant Richard Judging he used to Rent Carpenters Shops Houses and Ships Dwellings before the Difference happened between the Complainant and Defendant & about 4 or 5 Years ago the Complainant demanded the Payment of the aforesaid Debt when the Defendant said he had no Money to pay it and he would discharge out of

Your

[illegible]

[illegible]

Richard Sathorn
Examiner

Defendant's Counsel Cross-Examined

Mayor's Court at
Madrasapatnam

Depositions of Witnesses taken on the Cross Interrogatories

Mr Lushington

Vincat Rogaven of Madras Armenian aged 60 years duly sworn and
protected on Whose behalf on the part of the Complainant this 27th
day of September 1815 appeared the Office of Mr Charles Brooking Attorney for the
Defendant by Virtue of a Rule of Court dated the 25th day of March 1815
and Depositions of Witnesses on the same day sworn and taken on the part
as follows viz

1st Interrogatory To the first Interrogatory this Deponent saith he is not
plaintiff but that he knows the Defendant well and

2d To the 2d Interrogatory this Deponent saith that he is a Merchant
and long was the Defendant's Partner in Trade but this Deponent
never knew the Defendant to be a Broker nor ever heard that he
was reputed to be a Broker but this Deponent saith he has
frequently known the Defendant to buy Bills of Exchange
drawn on the Plaintiff and this Deponent saith he has
heard the Defendant say that he had bought many Bills
drawn on the Plaintiff

3d To the 3d Interrogatory this Deponent saith he has
frequently known the Defendant to buy Bills of Exchange
drawn on the Plaintiff but this Deponent saith he never
knew the Defendant to be employed by the Plaintiff to
buy any Bills of Exchange but this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

4th To the 4th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

5th To the 5th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

6th To the 6th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

7th To the 7th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

8th To the 8th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

9th To the 9th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

10th To the 10th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

11th To the 11th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

12th To the 12th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

13th To the 13th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

14th To the 14th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

15th To the 15th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

16th To the 16th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

17th To the 17th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

18th To the 18th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

19th To the 19th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

20th To the 20th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

21st To the 21st Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

22nd To the 22nd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

23rd To the 23rd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

24th To the 24th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

25th To the 25th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

26th To the 26th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

27th To the 27th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

28th To the 28th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

29th To the 29th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

30th To the 30th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

31st To the 31st Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

32nd To the 32nd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

33rd To the 33rd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

34th To the 34th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

35th To the 35th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

36th To the 36th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

37th To the 37th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

38th To the 38th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

39th To the 39th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

40th To the 40th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

41st To the 41st Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

42nd To the 42nd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

43rd To the 43rd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

44th To the 44th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

45th To the 45th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

46th To the 46th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

47th To the 47th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

48th To the 48th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

49th To the 49th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

50th To the 50th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

51st To the 51st Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

52nd To the 52nd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

53rd To the 53rd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

54th To the 54th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

55th To the 55th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

56th To the 56th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

57th To the 57th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

58th To the 58th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

59th To the 59th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

60th To the 60th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

61st To the 61st Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

62nd To the 62nd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

63rd To the 63rd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

64th To the 64th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

65th To the 65th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

66th To the 66th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

67th To the 67th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

68th To the 68th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

69th To the 69th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

70th To the 70th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

71st To the 71st Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

72nd To the 72nd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

73rd To the 73rd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

74th To the 74th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

75th To the 75th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

76th To the 76th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

77th To the 77th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

78th To the 78th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

79th To the 79th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

80th To the 80th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

81st To the 81st Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

82nd To the 82nd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

83rd To the 83rd Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

84th To the 84th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

85th To the 85th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

86th To the 86th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff

87th To the 87th Interrogatory this Deponent saith he
has frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who
were not Constituents of the Plaintiff but this
Deponent saith he never knew the Defendant to
be employed by the Plaintiff to buy any Bills of
Exchange but this Deponent saith he has
frequently known the Defendant to buy Bills of
Exchange drawn on the Plaintiff by Persons who

Richard Sothom

Mortgage

To

Edward Howell

Dated 26th September 1844

Recorded 26th September 1844

1st Int. ... Do you know or can you set forth any Reasons why Sentence should not be given as prayed for in the Petition of Complaint? If you know or can set forth any such Reasons set them forth fully and particularly.

2nd Int. ... Do you know or can you set forth any Reasons why Execution should not be awarded against the Property of the Defendant as prayed for in the Petition of Complaint? If you know or can set forth any such Reasons set them forth fully and particularly.

3rd Int. ... Do you know or can you set forth any Reasons why Execution should not be awarded against the Person of the Defendant as prayed for in the Petition of Complaint? If you know or can set forth any such Reasons set them forth fully and particularly.

4th Int. ... Do you know or can you set forth any Reasons why Execution should not be awarded against the Property of the Defendant as prayed for in the Petition of Complaint? If you know or can set forth any such Reasons set them forth fully and particularly.

5th Int. ... Do you know or can you set forth any Reasons why Execution should not be awarded against the Person of the Defendant as prayed for in the Petition of Complaint? If you know or can set forth any such Reasons set them forth fully and particularly.

6th Int. ... Do you know or can you set forth any particular matter or thing not herein particularly interrogated but which may tend to the Advantage and Benefit of the Defendant in which you have not been particularly interrogated but if you know set forth the same according to the best of your Knowledge Remembrance and Belief and the reasons that induce you to your belief

C. Brome
Attorney for the Defendant

Mayor's Court at Madrass patnam

Between Cossul Gungum of Madras Widow by Ramasawmy Pulladay Mathakiva Complainant and Ramalingah Defendant

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

Pattabiramah of Madras Pariah aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant sworn the 28th day of May 1765 sworn at the Office of Mr Fullarton Farwell Attorney for the Complainant by Company to the left side of the name Fitton and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st Int. ... To the first Interrogatory the Deponent saith he has known the Transferer 10 Years and the Defendant 30 Years but that he is not acquainted with the Complainant

[illegible]

Complainant

In the Second Interrogatory the Defendant saith, for the space of three years
for Mrs Lilly hereof in the Complainant Hereto annexed Receipts
as herein he the Defendant saith he the Complainant
Defendant for the time brought Money to pay the said
Thereupon the Defendant saith he the Complainant did
repeatedly Many times demand to have the Defendants Account
of the Rent of the said House and Premises and
accordingly to pay the Complainant the Defendant
accordingly demanding the money from me did whenever I was ready to pay
you have never the Bill of Sale by you thereupon ever then was there
more Rent as a month for the house Interrogated to you the Defendant
from this time shall place to your account and then Defendant the
man with me will be Witness to what I have Upon me Deponent.
Deponeth not to this or to the last Interrogatory

Sworn by Ty. Ty.

Richard Latham

Examined

Mayors Court at

Madraspatam

Defendant Sworn upon the Holy Evangelists by Interpr. of Natives Duly Sworn
and Examined Deponent

Deponeth and saith he was taken in the Cause by and upon the Commission
in this Court and Interrogatories
of Mayors of Madras Aforesaid Esqrs & Council to him Interrogated
as a Witness from the Cause on the part of the Defendant now the 15th day
May 1765 shown at the Office of the Sheriff Court Complainant by Counsel
Complainant by Counsel who asked of the said Witness
of the said Deponent and of Consideration the same day sworn and
and deposeth the said Interrogatories

1st
To the first Interrogatory the Deponent saith he is not acquainted with
the Complainant but the Known the Defendant upon a Bond
To the fourth Interrogatory the Deponent saith he has been in the Defendant
House two or three eight months and paid him Rent for it after the rate of

85

Separate a Year more than Deponent depose will be then or the last Interrogatory

Richard Sathorn

Examined

Mayors Court at
Madraspatnam

Between Gaval Gopaun of Madras Widow
by transfer of Baltador Mallick Complainant
and Ramachundah Defendant

Depositions of Witness taken on the Cause by and before the Examiner
at the Court aforesaid

Veerasah of Madras Linen Comply aged 32 Years or thereabouts being produced
on the part on the Cause on the part of the Defendant on the 17th day of May
1765 sworn at the Office of Mr William Cranes Attorney for the Complainant
by Comps who left mark of the same Letter and Star on side of the said Deponent
and deposeth as follows on the same day being sworn and Examined upon the following
and all Interrogatories

To the first Interrogatory this Deponent saith he is not acquainted with the Complain-
ant but has known the Defendant 15 Years or thereabouts

To the fifth Interrogatory this Deponent saith he knows of a dispute commencing
a Year between the Transferrer and the Defendant submitted to the arbitration
of four People but does not the Defendant and transferrer signed a Penal Bond
of twenty four Pagodas which either of them were to pay in case of their not abiding by
the Deponent drew out the Penalty Bond by Mr Purvis's Direction to whom they
had left it to get it compleated more this Deponent deposeth not to this or to the last

Interrogatory

Richard Sathorn

Examined

Mayors Court at
Madraspatnam

Between Gaval Gopaun of Madras Widow
by transfer of Baltador Mallick his Complain-
ant and Ramachundah Defendant

Depositions of Witness taken on the Cause by and before the Examiner
at the Court aforesaid

Veerasah of Madras Merchant aged 32 Years or thereabouts being produced
on the part on the Cause on the part of the Deponent on the 17th day of May
1765

Mayor Courtad
Madraspatnam

Examined

Tuesday the 5th day of January
Anno Domini 1762

Present
Arthur Corbet Esqr. Mayor
John Delavaux & Raymond Adams
Aldermen

Pris Cobb

Mayor's Court

Pris Cobb Convicted upon his own confession in open Court of the Felony
and Burglary with which he stands charged by the Information of
Richard Sathoor
Examined

Ordered that the said Pris Cobb be taken from hence to the Place from whence he came and there be hanged by the Neck until he be dead

Ordered that the Sheriff do see this Sentence executed upon the said Pris Cobb on Thursday next the 7th Instant between the hours of 10 & 12 in the forenoon

Ordered that the Sheriff do cause the Body of the said Pris Cobb after Execution to be hanged in Chains upon a Gibbet to be erected for that purpose on the Island of Madraspatnam

Ordered that the Sheriff do cause the Gibbet to be erected

Complainants Bill & the Defendants Answer the Replication &c
and Proofs thereupon and the Defendants Answer the Replication &c
Rejoinder the Interrogatories and Depositions on the part of the Complainant One
Exhibited on the part of the Complainant The Interrogatories and Depositions on the
part of the Defendant hearing the Pleadings made thereof by the Attornies
and mature Consideration had thereon It appearing to the Court that the
Complainant has produced proof to the Satisfaction of the Court of the justness
of his Demand & Charges in his Account Current annexed to
the Bill of Complainant This Court doth therefore think fit to Order and
Decree and doth Accordingly Order and Decree that the Defendant shall
pay unto the Complainant the Sum of Two Hundred and Sixty
two Pagodas Twenty two Fanams and forty seven Cash } Pagodas 262.22.47½
together with Interest thereon at 6 per Cent per Annum from the time
of Payment is made unto all Costs of the Suit

Decr

Read and filed
13th March 1764

To the Honorable Mr. Mayor
Court of Mayors Court

Humbly Complaining shows unto this
Honorable Court your Orator Hazell Cann of the Town of Calpee of Madras Mercht
only Son and Heir of Samuel Cann late of Shrewsbury Grocer deceased Merchant
by his Brahmin Servant but formerly Sona Venkatachellum Chetty of the aforesaid
Merchant That Thomas Howard Samuel Cann your Orators late father was on
his departure from Europe possessed of Divers Effects Goods and Merchandizes
to a considerable Quantity Credit and your Orators father having
occasion to borrow the Sum of three hundred and fifty Pagodas applyed himself for
that purpose to one Ganeshdass of Madras Merchant since deceased who
proposed to lend to your Orator and his father the same but that part or the
Your Orator cannot at present but believes it ought to be allowed unto your last
past and your Orators said late Father in his Life time possessing the Appointment
thereof

thereof in the Indorsed deed Expressed and accordingly doth Executhe the Said Grant Lease in the life time or Agreement for the Lease aforesaid by way of Mortgage for performance thereof Upon Condition and for the Considerations & Sums of Money therein Mentioned as by the said Mortgage deed may Appear And Your Orator further sheweth that the said Grant Lease in the life time and after the decease of Your Orators said Father the said Grant Lease Possessed himself of some other House which he Enjoyed during his said Grant Lease but by what power or Authority he Possessed himself Your Orator cannot set forth and Your Orator further Charges that the said Mentioned House with the Appurtenances belonged to Your Orator as Heir at Law to the said late Father & said Grant during said Term And Your Orator further sheweth that Thomas Grant Lease in the year of our Lord One thousand seven hundred and Sixty three departed this Life Intestate leaving the said Elizabeth his Wife & Grant Lease his Son & Heir at Law & Your Orator as Heir at Law to the said late Father & said Grant Lease And Your Orator further sheweth that the said Grant Lease in his life time and after the decease of the said Thomas Grant Lease his Father possessed himself of the said Mentioned House & Premises with the Appurtenances & Enjoyed the same during the Residue of the said Term of Years Granted by the said Indenture of Lease but by what power or Authority he possessed himself Your Orator cannot set forth and Your Orator further Charges that the said Mentioned House with the Appurtenances belonged to Your Orator as Heir at Law to the said late Father & said Grant Lease

appear agreeable to Equity and good Conscience for the Said Petitioner that the Said Lackey Coward may open her Cupboard Locks Trunk and Desk of the Said Lackey Coward and peruse the Said Deeds and Writings and Papers and Evidences and Writings touching the matter aforesaid and Charge thereof before set forth and Pledged as fully and Effectually to all Intents and Purposes as the same were Lawfully Executed and Delivered to the Said Petitioner for the Purpose aforesaid and that the Said Lackey Coward may set forth whether Your Orator Father did not apply to the Said Coward Lackey on his Deathbed to borrow the Said Sum of Three hundred and fifty Pounds and what other Sum and Sums thereof Coward Lackey Mortgaged by your Orators said Father And whether Your Orator did not make use of the Money aforesaid for the Said Coward Lackey on his Deathbed and was the Reason of the Said Coward Lackey Coming to Your Orator for the Deeds aforesaid And that the Said Coward Lackey may set forth whether he Did not Promise and Undertake to Your Orator to Procure the Said Mortgage to be Assigned to Your Orator for the Deeds Sum and Sums

1760

and Power Reserved to the Honourable Court aforesaid

Chas Bromley
Attorney for the Complainant

Bonds filed
8 May 1761

The Humble Complaint of Sarah Bromley
and Administratrix of Joseph Bromley
deceased to the Right Honourable
Lord Hardwicke Baron of Morden
Lord Chancellor of Great Britain

Your Orators

The Defendant

and Reserving to herself all and all manner of Benefit and Advantage of Exception
to the many Errors Incertainties and Imperfections in the said Bill Contained for
Answer thereunto unto this Defendant as also to the Discovery
Confession that he made Answer unto This Defendant Answereth and Saith that he
does not know whether Abraham Isaac Henriques Humbly Offers to
Jurisdiction of this Honourable Court in the Complainants Bill and this
Defendant Submits Plea in This Defendant Answer and Demurrer
Her Judgment of This Honourable Court to be Advised and Relieved
by which this Defendant Reserved Humbly Prays Leave to Refer to the
Answer This Defendant Sheweth that the Complainants Father did some
and receive by the Complainant the Sum of Three Hundred and Fifty Five
Pagodas for Security of the Payment whereof the Complainants said Father
Did Grant a Mortgage to the said Abraham Henriques Houses and Lands
Situated in Mostafa Pettah in Dolat Town Street Between the Houses
of Dolat Town and Road Cuttah which said Mortgage did bear date the
Twenty first Day of August One Thousand Seven Hundred and Fifty Four
Redeemable within the Space of four Years from the Date whereof as
Mortgage

Mortgage aforesaid paper to the Court Hands by Assignment and bill thereunto
annexed to the Defendant and Husband for the Sum of Three Hundred and fifty pounds
Payable by one Twenty Cafella de Valle on the Nineteenth day of April one
Thousand Seven Hundred and fifty Seven And whereas the said Lent the
said Mortgage Deed for the Redemption thereof being Expired One Emma Bebbee
the Plaintiff Representative of the said Edward Eaton deceased Did whereupon pay the
said Sum of Three Hundred Pounds and Interest due thereupon to the Defendant
and Husband for the Redemption of the said Premises and Assigned the same to the Defendant
and Husband for the Sum of Eight Hundred and fifty Pounds subject to the
aforementioned Sum paid on the Mortgage thereof Three Hundred and Eighty
one Pounds which now still appears Reference being Had to the said
Papers marked A B C D hereunto annexed for the Inspection of this Honble Court
The Defendant would shew to this Honorable Court that the said Husband being
now deceased And this Defendant being not therewith Endowed who cannot be
acquainted with the several particulars Circumstances relating to the
Transaction But this Defendant cannot but remarking to this Honorable
Court that she is greatly surprised that the Complainant Did not bring her Action
during the Lifetime of the said Husband who Lived for more than five years
since the making of the said Premises during which time it does not appear but
that the Defendant had the Power the said Lent Purchasers of the premises now
in dispute

This Defendant admits that she applied for the
Sum Debt the property of the Estate of Edward Eaton deceased which said Sum was
Mortgaged to the said Husband by Mortgage Deed bearing date the day of May one thousand
Seven Hundred and fifty seven and although the said Mortgage Deed Right
of Redemption has been sometime Elapsed this Defendant ready and willing
and has tendered the same by her Attorney to the Complainants Attorney
pursuant to the Covenant contained in the said Mortgage being the Sum
of Three Hundred and Twenty Pounds as appears upon Reference being had
to

[illegible]

[illegible] Mortgagee and the Defendant Edward Clark

[illegible] Mortgagor and the Defendant Edward Clark

[illegible] however some means thereof the Complainant hath been hitherto totally ignorant of any offer of Redemption having been made by the Defendant Edward Clark of the premises aforesaid but by Cross Bill lately filed by the Defendant Edward Clark for that purpose he the said Edward Clark hath suggested that some offer of Redemption was made to him since the decease of her said Husband and that some Deed was made whereby the said Edward Clark was to have the Mortgaged premises the property of her said Husband Edward Clark

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

Nicholas Palmer

Attorney for the Defendant

No 609

(L.S.)

Edward Hall by Bruce Pound his Attorney came and filed a Plea in Bar to the Bill of Complaint of Thomas Lawrence Gale and Jeffry Pegden to him and his Co-Defendants exhibited on the Equity Side of this Court and thereupon the said Thomas Lawrence Gale and Jeffry Pegden by their Solicitor Richard Hall Junior came and filed a Demurrer to the said Plea of the said Edward Hall

Which Plea and Demurrer coming on to be heard before the Right Honorable the Master of the Rolls on Monday the Second day of this instant June in the presence of Counsel learned on both sides it was ordered that the said Plea and Demurrer should stand for Judgment and the same coming on accordingly this day in the presence of Counsel learned on both sides It is Ordered that the said Plea be and the same is hereby allowed to be good and effectual in Law to bar the Complainants Bill of Complaint and that the same be dismissed out of this Court with Costs to be taxed by the Master of the Rolls and paid by the Complainants to the Defendant Edward Hall

And it is further Ordered that the Complainants do pay unto the said Defendant Edward Hall the Costs by him expended in defending the Suit in this Court to be taxed by the Master of the Rolls and that the Complainants do pay the same when taxed and allowed

And it is further Ordered that the Complainants do pay unto the said Defendant Edward Hall the Costs by him expended in defending the Suit in this Court to be taxed by the Master of the Rolls and that the Complainants do pay the same when taxed and allowed

And it is further Ordered that the Complainants do pay unto the said Defendant Edward Hall the Costs by him expended in defending the Suit in this Court to be taxed by the Master of the Rolls and that the Complainants do pay the same when taxed and allowed

Now a Mortgage for above mentioned Sum of three Hundred and fifty Pagodas
then and Immediately upon payment thereof to the said Samuel Cowen his Heirs Mortgagees
shall and may Reenter upon the Premises of the above mortgaged Premises and Enjoy
the same as though these Presents had not been but in case the said Samuel Cowen his
Heirs or Assigns shall Refuse or Refuse payment of the aforesaid Sum of three Hundred
and fifty Pagodas unto the said Mahomed Hawkins his Heirs or Assigns upon
Lawfull Demand of the same at the Expiration of the term of four Year above limited
then Mahomed Hawkins the Heirs or Assigns shall Continue in quiet
Possessing the Above named House and Ground as for the said Mahomed
Hawkins Lord purchased Estate for the aforesaid Sum of three Hundred and
fifty Pagodas and shall then give and deliver unto the said Mahomed Hawkins
Bill of Sale of the said House Above at the English Cowbay and to his Heirs
but if the Above named Mahomed Hawkins his Heirs or Assigns may Refuse
or Neglect to pay the above Mentioned Sum of three hundred and fifty Pagodas during the aforesaid term of four
Year yet the said Samuel Cowen to Recover from the said Mahomed Hawkins
his Heirs or Assigns or Either of them the Eleventh part of a Pagoda every Month
and the said Samuel Cowen Doth hereby Engage to stand to the Charges of any
Repairs that may be wanting to the above said Premises during the time
aforesaid Expected and also to the Risque of any unavoidable Accident that may
happen to the said House and Ground In Witness whereof the said Samuel Cowen
hath hereunto set his Hand and Seal in Fort Saint George the twenty first
day of August One thousand Seven Hundred and fifty four

Signed Sealed & Delivered
in the presence of
Thos. Bolton
Wm. Brereton

Chas. Boddam
Wm. Brereton

To all whom it may Concern be it known that I Mahomed Hoosein have and do hereby assign Transfer and make over to Mr. Peter Dancker Merchant of the above mentioned Town with all my Right Title & Claim I may have or hereafter for him the said Peter Dancker to have and to hold the said House upon the same terms and Conditions that I the above mentioned Mahomed Hoosein have or the above mentioned mortgage Bond from the said Samuel Cram and that the said Peter Dancker has paid Down the therein Mentioned Sum of Two Hundred Pagodas fully & Pagodas the receipt whereof I hereby Acknowledge & for Witness whereof I have hereunto & my hand and Seal this 15th day of March 1765.

Witness
Sathiamoorti
H. Peters

(Seal)

To all whom it may Concern be it known that I the under written for the price and Sum of Two Hundred Pagodas to Me in Hand paid by Mr. Samuel Cram have and do hereby assign Transfer and make over unto him the within Mentioned House upon the same Terms and Conditions that I have from the therein mentioned Mahomed Hoosein & for Witness whereof I have hereunto & my Hand & Seal this 9th day of March 1765.

Signed in the Presence of
Mar: de Cruz
Anderson

Peter Dancker

To all whom it may Concern be it known that I the under written for the price and Sum of Two hundred Pagodas to Me in Hand paid by Mr. Peter Dancker I do hereby assign Transfer and make over unto him the within mentioned House upon the same Terms and Conditions that I have from the therein mentioned Peter Dancker In Witness whereof I have hereunto & my Hand & Seal

Samuel

Fort St. George the 9th November 1756.

Signed in the Presence of

Wm. Mount

Thomas Francis (Lieut)

Pondicherry

Fort St. George 11th November 1756

Sold this Slave to Mr. Peter Perkins for the sum of three Hundred and Eight Pagodas in Persons for which Mr. Peter Perkins hath from thence

Wm. Mount

Governor of Fort St. George

& Peter Perkins deceased

Diego grec. Contado de boca mencionada neste Papell Comprey pr conta da Sr.ra Francisca Caetana de Valcom Viuva Penhora foy Hoje aos treze dias do Jeneiro e Contta lhe Pagadas por conta de meya Pessoa Madrezilla 12 de Abril 1757.

Catoma de Medeiros

Declaro Eu Francisca Caetana da Costa viuva de Joze Contrato de Lenhos que fiz com Pedro Perkins Ingrez dos Estados da Europa que o Defunto Peter Perkins em vida tinha Contratado com Manoel Cayan casado Gentio Comprador Pedro Papell em fe de Verdade Pondicherry 19 de Abril Anno Domini 1757.

Com Testemunhas

Ignacio Caetano de Lima

Francisco de Aguiar Pereira

Jose Caetano Gomes

Francisca Caetana da Costa

96

1866 Knowall. Know by these Presents that I Conrad Ruby

Sold for and in Consideration of the sum of Eighteen hundred and fifty Pounds lawful

hand paid by Capt Jacob Snob of Gladiss Hundred Mariland Have Bargained

and sold and Do by these Presents Bargain and sell unto the said Jacob Snob

All that my House and Ground lying & being at Mortal Delta on Dulal town

Road Behind the House of Capt Thomas Sallaway & Lane containing in Length

from East to West One hundred and seventy nine feet and in Breadth from North

to South at the Extend thereby five feet and a Quarter and at the Westend thereby

one foot and a half To Have and to Hold the said House and Ground bargained

to be by Me the said Conrad Ruby Bargained and sold to the said Jacob Snob

and every part and parcel thereof with all the Appurtenances to the same and to him

the said Jacob Snob his Heirs and Assigns for Ever To the only proper use

and behalf of him the said Jacob Snob his Heirs and Assigns for ever more

In Witness whereof I the said Conrad Ruby have hereunto set my hand

and seal this the Fifth day of December one thousand seven hundred and

fifty Eight

Conrad Ruby D.L.W. Mark

Witness

Thos Lee

Henry Powney

John Sykes Jr

Registered & Recorded Jany 1st 1859

Examined and Compared with the Original and Attested to by me.

Copy

J. H. Stone

Regr

KNOW ALL MEN by these Presents that I Thomas Cowper
the Son of Edward Cowper deceased for and in consideration of the Sum of four
hundred and Seventy five Pagodas to him in hand paid by Cornock Saab the
Grantee herein Mortgaged and Assigned and doth hereby transfer Mortgage and
Assigne unto the said Cornock Saab a House and Compound situated at Mootial
Pallam in Cudalore Road between the Houses of Stephan Manes and
Moonga Cavarakaroy in Length from East to West twenty five feet and in
Breadth from North to South forty five feet to Have and to Hold the said
House and Ground with all the Appurtenances now belonging to the same
unto him the said Cornock Saab his Heirs and Assigns for Ever Provided
Nevertheless that if the Executors of Cudalore Pandia from the Date
hereof the aforementioned Sum of Four Hundred and Seventy five Pagodas
with Interest for the same after the Rate of Eight Pagodas per Cent per Annum
shall be well and truly paid unto the abovenamed Cornock Saab his Heirs or
Assigns then and immediately upon such payment Herthese Presents
and every part thereof to the said Cornock Saab his Heirs or Assigns shall and may cease
determine and be void and of no effect but in the mean time and until default
be made in payment of the said Sum of four hundred and twenty five Pagodas
with the Interest thereof or any part of it shall remain due and unpaid after
the Days aforelimited for the same being duly and Lawfully demanded for
he the said Thomas Cowper doth hereby covenant that he the said Cornock Saab his Heirs or Assigns shall have
and enjoy the said House and Ground
and every part thereof to the said Cornock Saab his Heirs or Assigns shall and may repair the Premises above
mentioned and every part thereof to the said Cornock Saab his Heirs or Assigns shall and may repair the Premises above
mentioned and every part thereof to the said Cornock Saab his Heirs or Assigns shall and may repair the Premises above
for the aforesaid Sum of four hundred and twenty five Pagodas any thing or
things to the contrary thereof in anywise notwithstanding
In Witness whereof the said Thomas Cowper hath hereunto set his hand and
Seal this Eleventh day of May one thousand seven hundred and
Eighty Seven

Signed & Delivered in the
Presence of us

Thomas Cowper
Edward Cowper

Signed at Fort St George the 20th
day of May 1787 in the
Presence of us

Thos Cowper
Edward Cowper

Exam^d and Compared with the Original and Allowed to be a true

Copy — J. M. Hone Dep^y

Dec^r 18th 1760
2d Term 1761

The Replication of Sarah Cox
by her Prochein amy named Susanna Lane
Spinster to the Answer of Zachary Cox
Widow and Administratrix of James Cox
Deceased —

The Replicant saving and always hereafter saving and
reserving to herself all and all manner of Benefit and Advantage of Exception
to the many Errors Uncertainties and Insufficiencies in the said Answer Contained for
Replication thereunto saith that all and every the matters and things in and by
the said Bill of Complaint set forth to be well Answer pleaded for Examination and prove to
be good certain and sufficient in the Law to be Answered unto in such manner
and form as the same are therein and hereby set forth and Declared and that the
Answer of the Defendant is very evasive and insufficient and altho' the same ought to
stand Good and for further Replication saith that very true it is that the Replicants
Father did Borrow and receive of Mahomed Cassim the Sum of three
Hundred and fifty Star Pagodas and for the Security of the Payment thereof
did mortgage the House asserted in the Defendants Answer Subject to the
Clause in the said mortgage concerning the redemption being Limited to
four Years the same as he alledges to which the Replicant is by Law
entitled to the Equity of Redemption upon Payment of Principal and
Interest provided such Redemption be within three Years after the making
of such Mortgage and then after the expiration of such time the Mortgagee might
foreclose the Equity of Redemption wherewith the Title to the Estate was to
cease —

And the Replicant further saith with respect to
Emma Webbe who is mentioned to Represent the Estate of Peter
in the Defendants Answer and after being duly sworn deposeth the Truth of

The Replicants Father and Grand Father took upon them all the Estate belonging to the Replicants Father when he dyed Ought to have come to the Replicant at the decease of the said Father by decent But the Respondent opposes the Petitioners the Respondent by the foregoing Answer which the Replicant Denies the Honorable Court that needs the pretended Sale of Emma Bibbee void for Effect and that without the Consent of this honble Court which ought not to be with the Authority as in Nature of a Court of Equity with the deposed Sale and every the Effects of any Power who does antedate and they having Liberty without Guardian to Order and that such Liberty are not deposed Either just made and Leave to any Estate Effects to them belonging for the Relation the Power had Emma Bibbee pretended to have over the Effects of her Husband decreed more than what the Consent by Custom of Husband which was Hundred Pounds the Debts of the Husband discharged and therefore Emma Bibbee Husband over all her Husbands Effects without reason why or wherefore moved maliciously by and this Honorable Court to manage their Estates or to forge invented into to know the Respondents Husband and Emma Bibbee to find the Condition of this Replicants Father who ever and are coming that the deceased Estate must cause Discharging and in case this had been as Estate it must appear that such their Executors were not in favor of the Replicant who then was very Young and under the Respondents Husband must be very sensible that Emma Bibbee was of low Estate and that the Replicant would expect to know he came by part of Donations for that will be given of knowing of this Court

And this Replicant further saith with regard to the Surprize that the Respondent with the wife of this Replicant not bringing her Relation in the Life time of her Husband that there was a dispute here before this Honorable Court of the same Nature with the present where this Replicant Father was and the Sale of such the Replicants Estate and Land and a Judgment given in favor of this Replicant which Proceedings this Replicant prays this Honorable Court to allow of the same

1817

same to be read on Oath and the hearing of this Cause till the determination of the aforementioned Cause and the ingrossing of the Further Effects and Proceedings of carrying on any more Law Suits upon the matters and hearing the Cause pleased on this Honorable Court soever &c.

Which Replicant for further Replication to the Defendants Plea Answer and Demurrer Confesses saving &c. That it is true that the Complainant is a Minor of the Age of three and twenty Years or thereabouts and that the Complainant is Heir at Law to the Estate of her late Father Sydrach Woodroffe (the said Strahan Cann) deceased and that the time of her decease was more than Fourteen years ago (Age impossible) for any Conveyance to be made or pretended executed by the said Strahan Cann to the Defendant Edward Strahan Cann to be the Lawfull Heir of Edward Cann but that Illegitimacy of Strahan Cann renders the mortgage null and void neither does this Replicant ever believe any mortgage was made by the said Strahan Cann there are the reasons of this Replicant for his not paying off the Defendants pretended encumbrances for this Replicant saith and doth deny that the Defendant has any right or Title at Law to keep this Replicant out of Possession of the Premises now sued for, And lastly this Replicant saith that he is willing to pay off the Mortgage money to Thomas by the Father in his Life time but not to any other Court for this Replicant thinks he has no right to pay but leaves the Defendant to his remedy of obliging Emma Webber and Strahan Cann to make Sale of the Premises for the most they could have been sold them. All which Premises this Replicant is ready and willing to aver maintain and prove as this Honorable Court shall direct and prays as in and by his said Bill he hath already prayed

C. Brandy
Attorney for the Complainant

Read and Filed
24 July 1854

Rejoynder of Sacky Lyarack
Widow and Administratrix of Lyarack
Sarah deceased to the Replication
of Harell Cowen by his Prochein Amy
Lewis Cowen Esquire Barbra Cowen

This Defendant reiterated all Times hereafter saving and
reserving to herself all and all manner of Advantage and Benefit of Exception to the
many Errors Insufficiencies and Uncertainties in the said Replication Contained For
Rejoynder thereunto saith that this Defendant Answer is good and sufficient in
the Law to be Replied unto and this Defendant further saith that as regards the
Sale of the Horses made by Lewis Cowen to this Defendants deceased Husband
this Defendant answers that the Long and unattempted Possession thereof
Lewis and the Plaintiff Barbara Cowen Children of Lewis Cowen
this Defendant admits that Abraham Cowen as a Natural Child of Samuel Cowen
deceased Did as the said Abraham Cowen had the management of his Fathers affairs
at the time of the making of the said Mortgage and as this hardly to be doubted
And that the Replicant as well as the other part of the deceased Abraham Cowens
Family benefited by the money taken upon the said Mortgage premises for that
which this Defendant would gladly know of the Replicant how money
was to be Procured if this Defendants family of opinion that the said mortgage
agreed the Proofs Authentically and the purposes the said money was Borrowed
for remain as this Defendant is produced and that time this Defendant would gladly
acquiesce in producing the proceedings of the former Cause made by this Replicant
at the Hearing of the Cause the Replicant never at that time disputed the Right
of the said Abraham Cowen But allowed him to be the Acting manager of the
deceased Estate appears on the Cause

And this Defendant says as said by her said
Answer She hath said by said deceased as Answer all and every matter and thing
therein

107.

Thomas Coutanche to the Court as the same is thereon endorsed

Mr Sadd & Palmer
Attorneys for the Defendant

Mayors Court
Madrispatnam

Tuesday the 15th day of March
Anno Domini 1768

Present

Francis Taylor Esquire Mayor
Peter Maurette — John Debonnaire
Henry Eustace Johnson & Thomas Powney
Aldermen

L.S

Mayors Court

Between Joseph Cain of the City of Calcutta Merchant Plaintiff
and Mary Ann Dupree Widow Executrix of the last Will and Testament of Edward Dupree late of the City of Madrispatnam Deceased Defendant

This Cause coming on to be heard and debated this day in the Presence of the Defendant and of the Attorneys on both sides appearing the Complainants Bill, the Defendants Answer the Replication the Rejoinder the Interrogatories and Depositions on the part of the Complainant the Interrogatories and Depositions on the part of the Defendant the several Exhibits produced both on the part of the Complainant and Defendant & known the several Extracts from the Records of this Court in hearing the Pleadings and

and Decreed by the Worshipp and Court Thereon Suggesting
to the Court that the Complainant Farrell Cawn the Son and Heir of
Edward Cawn Deceased Prays Court doth Therefore Think fit to Order and Decree
doth Accordingly Order and Decree that the Complainant shall be put in Possession
of the Premises in Dispute, and that the Title Deeds Therefor shall be delivered
up to him, and Moreover that the Costs of this Suit shall be defrayed by the
Defendant

Hon.ble S. R. Stone Esq.r

Mayors Court at Madrasapatnam

Tuesday the 14th Day of January
Anno Domini 1766

Present

Sr Thos Calthorpe Knt. Mayor
Peter Marielle ——— Thomas Powney &
Charles Smith ——— Aldermen

Between Farrell Cawn of the
East Indies of Madras Merchant the
only Son and Heir of Edward Cawn
Late of the same Place Merchant deceased
by his Partner Anne Cawn Widow
and Executrix to the Said
Complainant and Jacob Gomez Widow
and Administratrix to the Estate
of Gomez Jacob deceased Defendant

This Cause coming on to be Heard and debated this Day in
the

The Answer of the Attorney Generall to the Bill of Complaint of the Right Honble Thomas Earl of Pembroke and Montgomery Plaintiff against Thomas Farrell Esqr and others Defendants Answers and Saith that he hath heard the Bill of Complaint read and the Matters therein contained and charged to be true to the best of his Knowledge and Belief And this Defendant doth not know that the Plaintiff hath any Right or Title to the Premises in the Bill of Complaint mentioned or any part thereof but leaves the Plaintiff to the Proofs of the Matters in his Bill of Complaint contained

The Answer of Thomas Farrell Esqr to the Bill of Complaint of the Right Honble Thomas Earl of Pembroke and Montgomery Plaintiff This Defendant Answers and Saith that he doth not know that the Plaintiff hath any Right or Title to the Premises in the Bill of Complaint mentioned or any part thereof but leaves the Plaintiff to the Proofs of the Matters in his Bill of Complaint contained

The Answer of Thomas Farrell Esqr to the Bill of Complaint of the Right Honble Thomas Earl of Pembroke and Montgomery Plaintiff This Defendant Answers and Saith that he doth not know that the Plaintiff hath any Right or Title to the Premises in the Bill of Complaint mentioned or any part thereof but leaves the Plaintiff to the Proofs of the Matters in his Bill of Complaint contained

The Answer of Thomas Farrell Esqr to the Bill of Complaint of the Right Honble Thomas Earl of Pembroke and Montgomery Plaintiff This Defendant Answers and Saith that he doth not know that the Plaintiff hath any Right or Title to the Premises in the Bill of Complaint mentioned or any part thereof but leaves the Plaintiff to the Proofs of the Matters in his Bill of Complaint contained

The Answer of Thomas Farrell Esqr to the Bill of Complaint of the Right Honble Thomas Earl of Pembroke and Montgomery Plaintiff This Defendant Answers and Saith that he doth not know that the Plaintiff hath any Right or Title to the Premises in the Bill of Complaint mentioned or any part thereof but leaves the Plaintiff to the Proofs of the Matters in his Bill of Complaint contained

The Answer of Thomas Farrell Esqr to the Bill of Complaint of the Right Honble Thomas Earl of Pembroke and Montgomery Plaintiff This Defendant Answers and Saith that he doth not know that the Plaintiff hath any Right or Title to the Premises in the Bill of Complaint mentioned or any part thereof but leaves the Plaintiff to the Proofs of the Matters in his Bill of Complaint contained

demand of Money formerly Received by the Defendant with an Account of their Rents and Profits of all the Lands mentioned in Premises which are demanded by the Complainant as well as with an Account of the Repairs of the same have been Obliged to Calculate the Rent of them accordingly the Lands appears from the Bill of Sale and Mortgage Obligations they were made in which they have made a Reasonable Allowance for Repairs It is therefore further Ordered and Decreed that no Charge for the Repairs of either of the aforementioned Premises shall be Allowed and that the Defendant shall pay all Costs of this Suit

Dft Exrs

To the Honorable the Mayor
Court of Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator Joseph Vander Mayer of Pettah Coy that whereas Lya Pillah and Sindroy Pillah of Covelong Inhabitants Stand Indebted to your Orator in the Sum of Three thousand Pagodas making on Sterling money of Great Britain at the Rate of Eight Shillings for Every Pagoda One thousand and Two hundred Pounds as will more fully appear upon an Obligation ready to be produced And whereas your Orator hath frequently and Demanded manner demanded payment

But now Oft'd may it Please this Honble Court therefore your Orator my manner of Interrogating the Premises your Orator may have a General Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Lya Pillah and Sindroy Pillah may upon their Corporal Oath a true and perfect Answer make to all and Singular the matters and things herein before alledged and set forth as truely fully and Effectually to all Intents and purposes as if the same were Interrogated and

Interrogated

Interrogated and be decreed to pay unto your Orator the said Sum of three thousand Pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it please the Honble Court to Cause the said Iya Pillah and Sundray Pillah to be Summoned and required by the Sheriff of Fort Saint George Peon of Madraspatnam and the Bailiff thereof personally to be and appear at a certain time and Place to be by the Honble Court limited and Appointed then and there to Answer the premises of Complaint and further to stand to and abide such Order and Decree as to the Honorable Court shall seem Meet.

Archdale Parsons
Attorney for the Complainant

Sworn to at Madras this 5th day of October 1767 before me
Jno Hunter Mayor of Fort St George

Filed and filed
5th October 1767

The Answer of Iyah Pillah and Sundray Pillah of Cuddalore Inhabitants Defendants to the Bill of Complaint of Joseph Hunter Mayor of Fort St George Complainant.

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and advantage of Exception to the many Errors uncertainties and insufficiencies 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 answer and say, That they are not indebted unto the Complainant in the Sum of three thousand Pagodas, but Acknowledge themselves only to be indebted unto the Complainant in the Sum of One thousand and five hundred Pagodas as hereafter shewn. But to evince to this Honble Court the falsity of the Complainants Demand these Defendants humbly beg the attendance of this Honble Court to

The Solicitors & Attorneys Now Intermeddling in their Transactions with the Complainant
Richard Lovegrove Sendry Pollocks most Wicked Defendants and the Attorney of the
Pollocks and on Comparing together to the Complainant and required the Sum of Three
hundred Pounds Sum of Three Hundred Pagodas which the Complainant
promised to do if they would give him Security for his money which these
Defendants Executed by a Counterpart to said Mortgage to the Complainant a large
Quantity of Land and Gave a Mortgage Obligation for the Payment of the same after
these Defendants had given their said mortgage Obligation to the Complainant
they could not Prevail on him to Lend them more than the Other Sum of One
Thousand and Five Hundred Pagodas which the Complainant Lent them at Two different
times Five Hundred Pagodas when they Gave their mortgage Obligation to
Lend and the Sum of One Thousand Pagodas some time afterwards

All Which Matters and things these Defendants
are ready to Aver maintain and Prove as this Hon'ble Court shall Direct and
humbly Pray to be hence Dismissed with their Reasonable Costs and Charges
in this behalf most wrongfully sustained

Will.m Cranwell
Attorney for the Defendants

Mayors Court at } Tuesday the 28th day of January
Madraspatnam } Anno Domini 1766

Present

Stibert Cuthbert Esquire Mayor
John Brohier — Thomas Pomroy
Reynold Adams — Aldermen

Brown Lloyd Wardes Esqr
Sheriff Comptroller and Clerk
of Sessions

1767

Filed and Entered the Copy
Entry Book to be Exemplified

This Cause coming on to be Heard and debated this
in the presence of the Attorneys on both sides on Reading the Complainants Bill
Defendants Answer, On hearing the Pleadings and Proofs by the Attorneys
and on due Consideration had thereon, The Defendants having Admitted there
to be Indebted unto the Complainant in the Sum of One Hundred four Hundred
Pagodas Pagodas 1500 and which the Complainant by his Petition
therein has duely Acknowledged to be the Real Debt due to him, 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 said Sum of One
thousand five hundred Pagodas Pagodas 1500 with Interest thereon
after the Rate of Eight p Cent p Annum to the Ninth day of October 1764
the day the Answer was filed and that the Complainant shall pay all Costs of
this Suit

Decree

To the Honble the Mayor
Court of Madrasprasidency

Humbly Complaining Sheweth to the
Honble Court your Orator Thomas Coote of Madras Inhabitant Merchant
of Saint Thome Inhabitant doth Stand Indebted unto your Orator in the full
and just Sum of One Hundred and Fourty Pagodas Current Money of Madras
making in Sterling Money of Great Britain at the Rate of Eight Shillings each
Pagoda the Sum of forty eight Pounds as will more fully and at large appear
by a translate of a Respondentia Obligation and Transfer thereof hereto
Annexed for the Inspection of this Honble Court which was given by the said
Mariappah to Rungah Money the Late dead Wife of Ithemperry Mudaly

Read and filed
14th January 1766

1745

of Madras Inhabitant and which was Assigned Over by your Orator by the said Annapa
Modelly and which Your Orator Prays may be Admitted as part of this Your Orators Bill
of Complaint And Your Orator further Sheweth unto this Honble Court that He hath
frequently and in an Amicable manner Requested Payment from the said Mannapa
of the said Sum of One Hundred and Twenty Pagodas

But now so it is May it please this Honble
Court that the said Mannapah Obstinately and Wilfully Refuses to pay the same
or to give your Orator any manner of Satisfaction touching the Premises Your Orator
therefore Prays a general Subpoena to this Honble Court shall appear Agreeable
to Equity and good Conscience

To the End therefore that the said Mannapah may
upon his Corporal Oath fully True Direct and Perfect Answer make to all and
singular the Matters and things herein before set forth and Alledged as fully
truly and Effectually to all Intents and Purposes as if the same were here again
Repeated and particularly Interrogated and that He may be Decreed to pay unto
your Orator the aforesaid Sum of One Hundred and Twenty Pagodas with all
such Interest as now is or shall hereafter be Come due thereon

May it please this Honble Court to Cause
the said Mannapah to be Summoned and Enjoined by the Sheriff of Fort St. George
Town of Madraspatnam and the Districts thereof Personally to be and Appear before
this Honble Court at a certain time and Place to be by this Honble Court Prefixed
and Appointed then and there to Stand to and Abide by such Order and Decree
therein as to this Honble Court shall seem Meet

John Lyster
Attorney for the Complainant

Madras ye 14th September 1745

I Mannapah Son of Pongalur Cundapah Moodeliar do hereby give
Recognizance and Bond to Mangapah Nanny Daughter of Pannapah Moodeliar
for

110

for One Hundred Pagodas and One fanam Currantmoney for Madras which I have
Received from her which Sum I am to pay her, together with Twenty Pagodas Reputa-
tion and which is known on the Ship Mora known did which belongs to Hon.
Coy and which is known on the Ship Mora known did which belongs to Hon.
Coy as aforesaid from this Place to Mergui and Tenasserim or any other Ships
in which Passage Return from either of the said Place and Twenty One Days after
my Arrival I am to pay the said Rangah Money the said principal and Reputa-
tion Witness Swamiah Naroah Modelliar and Narrah Appah Modelliar
and Signed Narrapah Street I am to date as near as can be from the Original under
by Comrapah Seven Cadeputter

John Sykes
Attorney for the Complainant

Know all Men by these Presents That I Annagerry
Modelly of Madras Inhabitant for and in Consideration of One Pomeray Pole
of Hard honeygreen by Thomas Veale of Madras Inhabitant for the Sum of One
Hundred Pagodas payable three months after Date do hereby acknowledge
the said Thomas Veale to his own proper use and my Account to be given for
the same the Sum of One Hundred and Twenty Pagodas and One fanam together
with the Interest that now is or may hereafter become thereon appear by the
Above Obligation which was given by the above named Narrapah to Rangah
money my late Wife Deceased, and all my Right and Title Interest and Claim
in and to the same and do give and grant unto the said Thomas Veale full power
and Authority to Demand and Receive the same to his own use and upon Receipt
thereof to give discharge for the same or any part thereof And the said Annagerry
Modelly do further Covenant and agree to and with the said Thomas Veale that the
said Sum of One Hundred and Twenty Pagodas and One fanam is justly due
and owing to me from Narrapah Inhabitant of Madras and that I have
not received the same or any part thereof In Witness whereof I have hereunto
set my Hand in Madras this Sixth Day of January In the Year of Our Lord
One thousand Seven hundred and Sixty six

Signed in the Presence of

Mayors Court at Madraspatnam

Tuesday the 25th day of January Anno Domini 1766

Present

Arthur Cuthbert Esquire Mayor
John Brohier & Thomas Pomney
Aldermen

Between Thomas Dalrymple Madras Lieutenant Compleanant
and Narrapah of St Thome Inhabitant
Defendant

The defendant being in Court and acknowledging the justness of the Compleinants Demand, This Court doth therefore think fit to Order and Decree, and doth accordingly Order and Decree, that the Defendant shall pay unto the Compleanant the full and just Sum of One Hundred and Twenty Pagodas Pagodas 120 ~ ~ ~ together with such Interest now is or shall hereafter become due thereon until full Payment is made also all Cost of this Suit

Hear

So the Worble the Mayors Court at Madraspatnam

Hereby Compleanant may take out the Worble the Mayors Court Writ of Execution against the Goods of Madras Inhabitant that Compleanant complains

Bond and filed
25th January 1766

Groupan of Madraspatam Merchant stands indebted to Your Orator in the Sum of Five and Twenty Pagodas upon a Change for Obligatory Writing as Jangled over to your Orator by Canada Chittoo which is Value Rs 10 Gold Shillings for every Pagoda will Amount to Seven Pounds Three and Eight Pence Money of Great Britain as well more fully and at large appears by the Said Obligatory writing and Exhibit thereof herewith ready for the Inspection of this Honorable Court and to which your Orator most humbly refers and prays the same may be Admitted as part of this Your Orator Bill of Complaint And Whereas your Orator Hath frequently and in a reasonable manner requested Payment of the Said Sum of Five and Twenty Pagodas Buttrue it is and may please this Honble Court the said Chinglepatt Groupan refuse to pay the same or any part thereof to your Orator or to Answer any manner of Satisfaction touching the Premises your Orator therefore prays as gainst Relief such as to this Honorable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Chinglepatt Groupan may upon his Corporal Oath true direct and perfect Answer make to all and singular the matters and things Herein before alledged and set forth as fully freely perfectly and effectually as if the same were here again repeated and particularly interrogated and that the said Chinglepatt Groupan may be decreed to pay unto your Orator the aforesaid Sum of Five and Twenty Pagodas together with all Interest that hath or shall hereafter Become due thereon and all Costs of this Suit

May it please this Honble Court to Cause the said Chinglepatt Groupan to be Summoned and Enjoined by the Sheriff of Fort Saint George and the Town of Madraspatam and his Deputy belonging to the same personally to be and appear on this Honble Court pursuant and appointed and then and there to Answer the Premises and further to Stand and Abide such Order and Decree as to this Honble Court shall Seem Meet

Stephen Dandridge
Attorney for the Complainant

Madras. November 26th 1765

I Chinglepat Gramapram do acknowledge to have given this agreement Obligation to Comaduchillum Mud. and Ketcheyer borrowed Money from London Merch to buy Goods to trade with London Merchant that time empowered you to act as his agent to take care of the Goods We do acknowledge to have received from you the sum of Five and Twenty Pagodas without the consent of London Merchant and when you settled our accounts with London Merch he owed the sum Five and Twenty Pagodas from You I have removed from London Merch Two Hundred and Sixty five Pagodas for which I have mortgaged three Houses of which he has the Bills of Sale Of London Merche sells these Houses to make good the principal and interest of the above sum what remains is to be paid to you and if the remainder is not sufficient to pay you I am answerable to make it good Witnesses Condapah Modeliar and Andah Chetty Drawn by Condapandarum School Master

+ Groupathi's Mark

I Tous translation as near as can be from the Original Malabar by Coneapah sworn Interpreter

John Braser
Attorney for the Complainant

Know all Men by these Presents that I Comaduchillum of Madras Inhabitant do hereby transfer and make over for and in consideration of a promissory Note of Hand granted to me by Benjamin Gregorie of Portsmouth Merchant for the sum of Twenty Pagodas and payable within four Months from the Date all my Right and Title to a debt of five and Twenty Pagodas due

to me from Chinglepat Groupe and by virtue of the above Writ I do hereby attach and do hereby Acknowledge myself to be fully answerable and contented to Warrant the said Writ and I the said Contractor Hellum do hereby Covenant and agree to and with the said Soupoun Gorgoma that the said sum of five and twenty Pagodas is justly due owing and that I have not received the same or any part thereof. In Witness whereof I have hereunto set my hand in Madras the Sixteenth Day of January in the Year of our Lord 1766.—

Signed in the Presence
of
Jas Hellum

Mayors Court at Madraspatnam } Present { Tuesday the 21st day of January Anno Domini 1766.—

Arthur Cuthbert Esquire Mayor
Isaac Delamaire and Thomas Lowry
Aldermen.—

The Defendant Soupoun Gorgoma having appeared in Court and acknowledged the justness of the Complainants demand, It is Considered by the Court that the said Defendant do forthwith Order and Direct that the Defendant shall pay unto the Complainant the sum of Twenty five Pagodas fo Pagodas 25.— together with the Costs of Suit to be taxed

Mayors Court

Received Sealed
19th Nov. 1765

To the Honble the Mayor
Court of Madraspatnam

Humbly Complaining sheweth unto this
Honble Court your Orator Lieutenant Thomas Pitts Late of Portsdown George
by his Attorney Lieutenant Charles Stuart of the same place, and Edward Jane
also of the same place Lieutenant that Pottapah Aya of the same place Merchant
stands indebted unto your Orator in the full and just sum of three hundred and
twelve Pagodas, And twenty two fanams Current money of Madras Making in
Sterling Money of Great Britain according every Pagoda Eight Shillings
The Sum of one hundred and twenty five Pounds Two pence half penny
or thereabouts, Arising upon a Bond or Obligation bearing date the fifteenth
day of July One thousand Seven hundred and Sixty two And your Orator
further sheweth unto this Honble Court, That he hath frequently and in
a Friendly manner requested the said Pottapah to pay unto your Orator
the said Sum of three hundred and twelve Pagodas and Twenty two fanams,
But now so it is may it please this Honble Court the said
Pottapah Obstinately and wilfully Refuses to pay the same & 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 Agreeable to Equity
and good Conscience: To the End therefore, that the said Pottapah may upon
his Corporal Oath full true direct and Perfect Answer make to all and singular
the Matters and things herein before set forth and alledged as fully truly
and Effectually to all intents and Purposes, As if the same were here
again repeated and particularly Interrogated: And more Especially

that

That he may set forth and Discover whether here not and How and to your Orator and
the above Mentioned or some other and what Sum and whether he has paid Him
Or any And what part thereof to your Orator And that he may be Decreed to pay unto
your Orator the aforesaid Sum of Three hundred and twelve Pagodas and twenty
two fanams with all such further and other Relief as now is or shall hereafter be meet in the
Also all Costs of this Suit.

May it please this Honorable Court to Grant
the said Pollapah to be Summoned and Enjoined by the Sheriff of Fort
Saint George Town of Madraspatnam and the Parts thereof severally
to be and Appear before this Honorable Court at a certain time and Place to be
by this Honorable Court prefixed And Appointed then and there to Answer
Stand to and Abide by such Order and Decree therein As to this
Honorable Court shall Seem Meet.

John Lyster
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 28th day of January
Anno Domini 1766

Present
Arthur Cuthbert Esquire Mayor
Stephen Dubois and Thomas Powney
Esquires Aldermen

Between Lieutenant Thomas Pollapah
Late of Fort Saint George by his Attorney
Lieutenant Charles Stuart of the same place
and Edward Lancaster of the same place
Inhabitant Complainant And D. Pollapah

1/2

also of Maranna Place Merchant Defendant

Appearing to the Rounds of this Court that the Defendant
hath been served with Process to Answer the Complainants Bill but
wilfully and Obstinately Refuseth 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 and Twelve Pagodas
and twenty two Fanams (Pagodas 312.22.) together with such Interest as now is
or shall hereafter become due thereon until full Payment is made also all Costs of
this Suit

Decree

Fee Rs. 2.8.0
18th Sept. 1765

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
your Orators Thomas Pelling and John de Fries of Fort St. George Merchants that
Cumbanna Narrain and Paupa Chitty Sheeha of Madras Merchants Jointly
and severally indebted unto your Orators in the Sum of one hundred sixteen Pagodas
Ten fanams and sixty Cash as will more fully appear by the Account Current hereto
annexed for the inspection of this Honble Court which said Sum after the rate of eight
Shillings for every Pagoda will amount to forty six Pounds ten Shillings and
upwards of Sterling money of Great Britain And Whereas your Orators have
frequently and in an amicable manner requested Payment of the said Cumbanna
Narrain and Paupa Chitty Sheeha.

But now so it is and of Right ought this Honble Court
the said Cumbanna Narrain and Paupa Chitty Sheeha absolutely refuse to
give your Orators any manner of Satisfaction touching the Premises your Orators
pray a Subpoena to issue such as to this Honble Court shall appear agreeable to
Equity and good Conscience To the End therefore that the said Cumbanna
Narrain and Paupa Chitty Sheeha may upon their Corporal Oaths true and
perfect

perfect Answer make to all and singular the matters and things herein before
set forth and alledged as fully truly and Effectually to all Intents and purposes
as if the same were here again repeated and reiterated and the Defendant to pay unto
Your Orator the aforesaid Sum of one hundred and forty Pagodas ten fanams and
sixty Cash as well such Interest as shall from time to time thereon
also all Costs of this Suit

Whereupon the Honble Court ordered the
said Confidence Navarro and Pappa Chetty Mudaliar to be Summoned and
required by the Sheriff of Fort St George Town & Madrapatnam and the
Districts thereof personally to be and appear before this Honble Court at this
time and place to be by this Honorable Court perfected and appointed then and
there to stand to and abide by such Order and Decree thereon as this Honorable
Court shall deem Meet

Chas Browne
Attorney for the Complainants

Dr. Combaud Narrain & Payne Chilly Merchts in Account Curt with R. Billing Gate Fries Cr.

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1763 | | | | | | | | | 1763 | | | | | | |
| April | 6 | To Ramt Silk Sold them this day at 3 Mths Credt due 6th July | 2 | | | | | | April | 9 | By Cash Recd from them on Acct | | | 200 | - - |
| | | 1 Bale gs 345 Brandhe Nett 72lb 3q @ 26/6 pr lb | 3 | 1035 | 6 | 5 | | | | 29 | By ditto | ditto | | 3000 | - - |
| | 9 | 1 Bale gs 123 Do Nett 28lb 1q @ 25/6 pr lb | | | | | | | May | 5 | By ditto | ditto | | 600 | - - |
| | 25 | To Ramt Silk Sold them this day at 3 Mths Credt due 25 July | | 2515 | 24 | 10 | | | | 7 | 15 | By ditto | ditto | 200 | - - |
| | | 1 Bale gs 212 Bales Nett 69lb 2q @ 26 | 3 | | | | | | Aug | 11 | By ditto | ditto | | 200 | - - |
| | | Brokerage ½ pr Cent | | 12. 20. 6 | 2503 | 3 | 35 | | Sept | 16 | By ditto | ditto | | 100 | - - |
| | 26 | To Ramt Silk Sold them this day at 3 Mths Credt due 26th July | | | | | | | Dec | 9 | By ditto | ditto | | 50 | - - |
| | | 1 Bale gs 123 Do Nett 28lb 2q @ 25/6 pr lb | 350 | 1 | 6 | | | | 1764 | 15 | By ditto | ditto | | 50 | - - |
| | | Brokerage ½ pr Cent | | 1. 27 | 303 | 10 | 6 | | March | 17 | By ditto | ditto | | 100 | - - |
| May | 12 | To Ramt Silk Sold them this Day at 3 Mths Credt due 12th Augt | | | | | | | Sept | 15 | By Interest on the following Sums @ 5 pr Cent pr Annum | | | 4265 | - - |
| | | 1 Bale gs 161 Bales Nett 12lb 3q @ 26/6 pr lb | 485 | 16. 16 | | | | | | | On Engt 300 from 9 May 1763 is 17. 6 | | | 91. 26. 22 | |
| | | Comn Sold 3 Lots 11 Bales | 22½ | 15. 10. 6 | | | | | | | 2000 | 29 | Do | do | 16. 16 | 220. 16. - | |
| | | do | do | 18 | 12. 8. 51 | 512. 25. 51 | | | | | 600 | 15 | May | do | 16. 16 | 220. 16. - | |
| 1764 | | To 1 pc Red Taffety & 1 pc Keps | | | | 7 | - - | | | | 345 | 15 | Do | do | 16. 10 | 65. 12. - | |
| Sept | 15 | To Interest on the following Sums @ 5 pr Cent pr Annum | | | | 4486 | 18 7 | | | | 200 | 11 | Aug | do | 16 | 36. 24. 76 | |
| | | On Engt 1035 5 5 from 6th July 1763 is 70 | q | 98. 28. 15 | | | | | | | 100 | 19 | Sept | do | 10. 4 | 17. 18. 22 | |
| | | 2543 3. 25 | 25 | do | 1020. 22. 2 | 19 | | | | | 50 | 9 | Dec | do | 11. 26 | 7. 23. 64 | |
| | | 348 10 6 | 26 | do | 13 | 9 | 35. 23. 82 | | | | 50 | 14 | Do | do | 9. 6 | 3. 2. 32 | |
| | | 512. 25. 51 | 12 | Augt | 13 | 3 | 44. 28. 66 | | | | 100 | 17 | do | do | 9. 1 | 3. - 32 | |
| | | 7 - - | 12 | May | 163 | 2 | 27. 4 | | | | 100 | 17 | May | 1764 | 5. 28 | 3. 24. 32 | |
| | | | | | | 403. 29. 10 | | | | | | | | | | 450 | 5. 60 |
| | | | | | | | | | | | | | | | | 16014 | 5. 60 |
| | | | | | | | | | By Balance | | | | | | | 116 | 10. 69 |
| | | Payndus | | | | 4530. 6. 69 | | | | | | | | Payndus | | 4530 | 16. 69 |

Per Contra Errors Excepted 15. Sept 1764
Ernst Excepted
R. Billingdale Fries

VIII

120

Read and filed
13th November 1764

The Defendant Spencer Lowndes of London
to the Bill of Complaint of Thomas Hodges
and John Le Fevre

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 uncertainties and insufficiencies in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised is material or necessary for him to make Answer unto He this Defendant Answereth and saith that he admits that Mr Smalley and together with Pappa Chitty Sheeka are indebted to the Complainant in the Sum set forth in the Complainants Bill of Complaint this Defendant is therefore ready and willing to pay to the Complainant the half Share thereof But this Defendant denies that he or himself solely accountable to the Complainant for the whole Sum

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 the behalf most wrongfully sustained

Sr Edwd Palmer
Attorney for the Defendant

Read and filed
13th Nov. 1764

The Separate Answer of Pappa Chitty Sheeka of Madras Merchant Defendant to the Bill of Complaint of Thomas Hodges and John Le Fevre of London Merchants Complainants

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 uncertainties and insufficiencies in the said Bill contained for Answer thereunto

Humbly Sheweth unto Your Honours the Defendant is advised & Instructed by Counsel to Demur to the Complainants Bill of Complaint & for Cause of Demurrer Shews that the Complainants have not Exhibited unto this Honble Court any Bill of Complaint in the nature of a Bill of Revivor and Supplemental Bill for the Purposes aforesaid Nor any other Case or Cause of Suing in this Honble Court the Infancy of the Complainants their Demand this Defendant further saith that the four Parcels of Raw Silk which the Complainants hath Plotted this Defendant and Cornelius Norman for were sold at Different Times to Mark Thwaites Clerk and this Defendant Their Partner and not to the said Cornelius Norman and this Defendant on the respective Times as recited by the Complainants in their Present Amended Bill of Complaint and this Defendant further saith that the said four Parcels of Raw Silk at Different Times to the said Mark Thwaites Clerk and this Defendant Their Partner by the Complainants and unto this Defendant and the said Cornelius Norman in Consequence of the said Goods being sold and delivered by the said Mark Thwaites Clerk and this Defendant Their Partner they were Called upon by the Complainants for the Payment of the said Goods and not this Defendant and which the Complainants have unreasonably & for this Defendant hath been informed and do believe that the Complainants Husband Benjamin Bowden deceased Mark Thwaites Clerk and this Defendant Their Partner did long before any of the said Times in the Bill mentioned Contract with the said Cornelius Norman who had appropriated the whole part of the money which he had received from them to his own use upon which the Complainants sent for the said Cornelius Norman as this Defendant hath heard and Confessed with Remorse that the Purport of their Conference was known to this Defendant and this Defendant further saith that the several Sums of Money which they the Complainants have Cursed Credit for were paid by the said Cornelius Norman and by this Defendant & that in every Respect this Defendant hath Discharged that this Defendant was not in the least concerned in the Purchasing of the said Raw Silk this Defendant therefore humbly Presumes that he is not accountable

[illegible]

[illegible] Answer to the Complainants further amended Bill of Complaint and the same respectively are hereby referred to the Examiner to be Read and Considered by him.

All which Matters and things the 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 &c.

Wm Cornwell
Attorney for the Defendant

Filed and Entered
4th Dec 1760

The Replication of
Plaintiff Thomas Story
George Mercer to the Joint Answer
of Thomas Norris

Pltff Replies and Craves leave to refer to his Bill of Complaint in all things save such parts thereof as are Confessed and Avoided Traversed or Denied by the Answer of the Defendant Thomas Norris for Replication thereto Says that he will aver and Maintain his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto by the said Defendant and that the said Defendant hath not answered the same Bill of Complaint but thereto wholly refuseth and neglects to answer and the Plaintiff doth the same as to the Balance of the Account Craved Leave to refer to the Order of this Honble Court

Pltff Plaintiff Thomas and George the Plaintiffs are ready and willing to Maintain and prove as this Honble Court shall direct and humbly pray as they have already Prayed

Rad Jennings
Attorney for the Plaintiffs

1763.

Tenth and final Plea
4 December 1764

The Replication of Thomas Pelling and John Lee Lewis of Portsmouth George Merchants to the separate Answer of Pauppa Chetty Sheeka of Madras Merchant

THE Repliants now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the said Answer contained for Replication thereunto say that the Defendant Pauppa Condacca Parnaen are justly and deservedly indebted to these Repliants on the account in their Bill of Complaint now stated by the Answer of Condacca Nandaven who will further testify that the said Defendant Pauppa Chetty Sheeka and himself were jointly Concerned in purchasing of the several Articles particularized in the Account Current annexed to these Repliants Bill of Complaint and that the several Sums for which they these Repliants have given the Defendant Credit for were by them the Defendants the above said Pauppa Chetty Sheeka and Condacca Nadaven paid to these Repliants And these Repliants further say that any Transactions between the Defendant Pauppa Chetty Sheeka and Condacca Parnaen in paying and receiving of money they these Repliants to have nothing to do with they the said Pauppa Chetty Sheeka and Condacca Nandaven were the persons that Bargained for such Goods as is mentioned in the Account Current aforementioned & Whereupon the Repliants to look upon the said Defendant as Accountable to these Repliants for the Ballance of the Account Current for which they these Repliants have brought their Bill of Complaint And these Repliants further say respecting the Round to be sailed by Monsoons and Sultan Banchy that it cannot be supposed that these Repliants would have trusted Monsoons and Sultan Banchy People coming from distant Country and who have no residence within the Jurisdiction of this Honble Court

Read and filed
29th January 1765

Lord Advocate
agt. Kyd
Feby 1765

The Lord Ordinary Reporter of Pauper
Petty Pursuer of Madonna Murchand
Defendant, to the Representatives of Thomas
Fleming and John de Peyres of Rotterdam
George Merchants Complainants

This Defendant Answers & to all Times hereafter
saving and reserving to himself all and all manner of Benefit and Advantage
of Exception to the many Errors and Insufficiencies and Imperfections
Impertinencies in the said Pursuers Libell to the Act thereof this Defendant
and Answers as Certain but Sufficient in the Law to be replied unto, and therefore
saith and by his said Answer he hath already said and does and will abide
and maintain all and every thing and things therein to be true and proven in
such manner and form as they and every of them are therein alledged and
Craved ——

All which matter and things this Defendant is
ready to Aver maintain and Prove as this Honble Court shall Direct and
humbly Prays as in and by his said Answer he hath already Prayed ——

Wm. Cranwell
Attorney for the Defendant

The Declarations of Agnes Lady Mackintown Lady and Isabella
Mackintown Lady and Behalf of Pauper Petty Pursuer ——

Lord ——— Declares that Declarant the account of the Rental Purchased from
Mrs Thomas Fleming and John de Peyres Signed by Declarant Testament with
Codicil Inventar of the same Before Lord Ordinary by means of Lambs
don to thereof Confirmed Testimonial ——

2d ——— Mackintown Lady Declares the account of the Rental Purchased from
Mrs

Mssrs Thomas Pellingand John de Fries Spaid by decreed that answer to the Cambaca Narrain out of the sum of Star Pagodas deposited & Subscribed by means of Sundry Sorts to the said Cambaca Narrain

2d Sealed Sam Declare the amount of the Rent & Revenue of the said Gods to the said Cambaca Narrain and Pagoda Chitty with whom (wherefore) in consequence the said Cambaca Narrain must be responsible to the said Mssrs Thomas Pelling and John de Fries & Do Pauga Chitty Mesha

In Witness whereof (We) have hereunto Set our hands this 7th day of December which was in the Year of Our Lord One thousand seven hundred and sixty four

Signed

Signed in the presence of us

Mathay Nannapah &

Cumbhapa Nannapah Chitty

Pedro Pedro Interpreter

by Cooreapah Swan Interpreter

Interrogatories to be Administered to such Witness as shall be produced Sworn and Examined on a certain Cause depending at present before the Honorable the Mayors Court at Madrasapatnam Wherein Thomas Pelling and John de Fries of Fort Saint George Merchants are Complainants and Cumbaca Narrain and Pauga Chitty Mesha of Madras Merchants are Defendants

Wm Brereton
Attorney for the Defendants

Examined
Chancery
Exhibited 2d Sept 1st on behalf of the Complainants

Interrogatories

1. Do you know the parties to Complainants and Defendants to the Bill of these Interrogatories named if you how long have known them or either and which of them Declare

2. Do you know or do you not know whether any or what dealings were between the Parties Complainants and Defendants previous to the date of the Account Current here to shewn if you do state the Time of your Commencation of the Whether such Dealings were separately by the Defendants in their several Capacities of Merchants and Brokers or jointly And whether they or each of the Defendants ever received any monies of the Complainants and on such Receivings whether they or either of them in their or either of their Name jointly or separately Gave or for either gave Receipts to the Complainants for such Sums of money they the Defendants so received from the Complainants set forth the same to the best of your Knowledge and how you became acquainted with such Transactions particularly Declare

3. Do you are ground acquainted with the Particulars of the Account Current here to shewn if you Whether such Particulars were brought by the Defendants jointly or separately for and on Account of themselves or each of them or for whom particularly Declare and set forth

Chas Bromley
Attorney for the Complainants

Dr. Contra Cr.

1763 April
Mr. Jn. Rawdon Held Com. Thursday 10th Inst. due 6th July 2 Bales 345 Bundles 22 M. 8 Ps. @ 36/ per M. 1035.5.4

Mr. Jn. Rawdon Held Com. Thursday 25th Inst. due 25th July 1 Bale 212 Bundles 10 M. 11 Ps. @ 22/6 per M. 255.19.10

Brokerage ½ p. Cent. 12.22.6 2502.3.85

Mr. Jn. Rawdon Held Com. Thursday 2d Inst. due 26th July 1 Bale 123 Bundles 6 M. 8 Ps. @ 35/ per M. 350.1.6

Brokerage ½ p. Cent. 1.15.- 348.10.6

May Mr. Jn. Rawdon Held Com. Thursday 9th Inst. due 8th Augt. 1 Bale 161 Bundles 7 M. 15 Ps. @ 36/ per M. 488.16.10

Com. Held 3 dozt. 11 Ds. 22/ @ 17 dt. 15.12.6

Do. Do. & Do. 18. @ 14/ 14/ 12.8.5 512.2.51

In 1 Piece Red Taffety and 1 Piece Mohr

1764 Sept. 15. Interest on the following sums @ 5 p. Cent. p. Annum

On Exp. 1235.5.5. from 26th July 1763 to 14th Sept. 98.24.45

2502.3.85 25 dt. 13.20 22.2.13

348.10.6 26 dt. 13 3 21.25.12

512.25.51 12 August 13 3 22.6.22

7 - - 12 May 16 3 - 7.9 192.9.10

Pagodas 1810.16.11

Errors Excepted

1764

Sheriff in Account Current with Rising & De Peyster Cr

| | | | | | |
|---|---|---|---|---|---|
| 1763 | | | | | |
| April | 5 | By Cash Received of them in part | | 800 | - - |
| | 8 | By Do | | 2000 | - - |
| | 25 | By Do | | 600 | - - |
| May | 5 | By Do | | 344 | - - |
| | 15 | By Do | | 200 | - - |
| | 11 | By Do | | 100 | - - |
| Augt | 19 | By Do | | 50 | - - |
| Sept | 19 | By Do | | 50 | - - |
| December | 9 | By Do | | 100 | - - |
| | 24 | By Do | | | |
| 1764 | | | | | |
| March | 17 | By Do | | | |
| | | | | 4244 | - - |

Sept 5 By Interest on the following Sums @ 8 p Cent p Annum

| | | | | |
|---|---|---|---|---|
| Cash Pay[d] 800 | from 5 April 1763 to 17 Sept | | 98 | 26 | 22 |
| 2000 | 20 do | to 16 | 16 | 220 | 16 | - |
| 600 | 5 May | to 16 | 10 | 65 | 12 | - |
| 344 | 15 do | to | 16 | 36 | 24 | 76 |
| 200 | 11 Augt | to 13 | 11 | 17 | 18 | 22 |
| 100 | 19 Sept | to 11 | 21 | 7 | 22 | 64 |
| 50 | 9 Dec[r] | to 9 | 6 | 3 | 2 | 82 |
| 50 | 14 Dec[r] | to 9 | 1 | 3 | - | 32 |
| 100 | 17 March 1764 | to 5 | 28 | 3 | 24 | 32 |
| | | | | 450 | 5 | 60 |
| | | | | 4694 | 5 | 60 |
| By Balance | | | | 116 | 10 | 67 |
| | | | | 4810 | 16 | 87 |

Paged 4810 16 87

September 1764

Received

Errors excepted

Hist Paper Writing was shewn to Cornelius Cuyler Esquire
by Mess[rs] Rising & De Peyster on the Examination of Mayor Goelet
Mayor Goelet Andrew Graham Thomas Pollock & Richd
Nicoll Esq[rs] Merchants on Complainants Exhibit
Narrow Cruger Esqr Merchant & Richd Sackett
16th Day of Sept Anno Domini 1765 Richd Sackett
Examiner

1730

Mayors Court at
Madraspatnam

Between [illegible] Plaintiff
Jean Emplumeau Gentleman Defendant
Pagoa Chitty Shoka Defendant

Depositions of Witnesses taken on the Commission issued in this Cause as followeth —

Veerapanna aged Thirty Nine Years a Merchant being produced as a Witness on the Part of the Complainant sworn the Thirty first September 1765 shown at the Office of Mr William Gamull Attorney for the Defendants by Canapah who explained to the said Deponent and afterwards on the same Day being sworn and Examined deposeth as followeth —

To the first Interrogatory this Deponent saith he knows Thomas Pillay Cuttamaca Marrakar Pagoa Chitty Shoka 20 Years and Upwards Jean Emplumeau

To the second Interrogatory this Deponent saith he knows that the Complainant had dealings with the Defendants both before and since the date of the Bond now shown to him produced and exhibited and that he paid or Brokerage of them to the Defendants sometimes together sometimes Separately and at other times with Merchants employed by the Complainant sometimes money or Goods were Deposited the Defendants did not take receipts for the money but only Kept an account of it This Deponent further deposeth that he Knows that he employed the Defendants on this Coast at Porto Novo Cuddalore Fort St David Madras et Ulcot Arcanum Wandiwash and other Parts of the Coast to the Defendants afterwards the Defendants having grown old and infirm could not serve and when the Complainant or this Deponent to the Defendants to demand the money due on Bonds Mortgages &c to pay half the Balance and the other half he might remain for Pagoa Chitty Shoka upon this Deponents demanding of from Pagoa Chitty Shoka

Sworn

To the 2nd Int. That Cornelius Norman had received the whole from the Merchants and had the money by him was true Therefore he owned he was answerable for it for this Deponent added to th. That some of the Merchants being then in the Place went to the Complainants and told them the whole Ballance of the Goods had been paid for by them to Cornelius Norman more this Deponent deposeth not to this Interrogatory

To the third Interrogatory this Deponent saith he is not acquainted with the particulars of the Account Current now shown to him as the Complainants keep their own Books further this Deponent saith not

Richard Sathorn

Examined

Mayors Court at Madraspatnam

Between Thomas Pitt and John de Fries Complainants and Cornelius Norman and Pauze Chitty Sheeka Defendants

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

Lawrey of Madras Conicopley Aged 22 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainants was on the 11th day of September 1755 Sworn at the Office of Mr William Conyers Attorney for the Defendants by Conyers who first took 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 has known the Complainants and Defendants 3 Years or thereabouts

To the second Interrogatory this Deponent saith he knows there were some dealings between the Parties Complainants and Defendants previous and since the date of the Account Current now shown to him The Defendants were employed jointly as Brokers in this Cause by some of the Merchants This Deponent was present when the Person sent by Mr Thomas Pitt to demand the money from the Defendants returned

and

KB.

and brought back for answer that Cuthbert Harrison was willing to pay half the Ballance and for further offered him to Wager Eddy Twelve pence Cuthbert Harrison had received therefore more from the Testator than he must be answerable for it more than Defendant agreed and to the Interrogatory

To the third Interrogatory the Deponent saith he hath not any privity or knowledge of the Account now shewn to him more than Defendant hath

at

Richard Saithorn

Examined

Interrogatories to be Administered to and Witnesses on the part and behalf of the Defendant Cuthbert Harrison Esquire in a Cause wherein Thomas Pilling and John de Fries are Complainants and Cuthbert Harrison Esquire Defendant

To all the Witnesses

To the 1st Interrogatory Do you know the Parties Complainants and Defendant in this Cause or either of them and how long have you known them or either of them

To the 2nd Interrogatory Do you know or believe that the Complainants or either of them have bought of the Testator Thomas Pilling deceased or any and which of the Goods Chattels and Effects in the Bill mentioned or any and what part thereof and at what time or times and for what Price or Prices and upon what Terms and Conditions and by whose Direction and Order and in whose Presence and by what Means and Ways and Manner and Fashion and to the Use and Benefit of whom and for whose Account and Advantage and how do you know or believe the same

To Answer Item 3 Were you ever employed by the Complainants or either of them or by any person or persons by their Order or Direction to collect or receive any Sum or Sums of Money from the Defendant or any other person or persons and from what Person or Persons and when and where and how many Times and for what Sum or Sums and for what Debt or Debts and did you ever receive any Sum or Sums of Money from the Defendant or any other person or persons on account of the Complainants or either of them and how much and when and where and how many times and of whom and for what Debt or Debts and did you ever pay the same or any part thereof to the Complainants or either of them and when and where and how many times and to whom and for what Debt or Debts

1853

Sworn to and subscribed before me this 2nd day of December A.D. 1853

Jas. Hathaway

Notary Public

Mayors Court at
Madraspatnam

Between Thomas Bligh Esqr Plaintiff
and Cordoura Narrain Defendant

Depositions of Witnesses taken on the Cause depending between the Parties
the Court as follows Viz.

Narrain of Madras Pariah aged 55 Years or thereabouts being produced as a Witness in
this Cause on the part of the Defendant was on the 20th day of September 1765 sworn
before the Office of Mr Charles Bromley Attorney for the Complainant by Compa
who to the Truth of the name Title and Place of Abode of the Deponent and
aforesaid on the warning being warned Cannot Write Subscribed
Interrogatory 1st Deponent saith he has known the Complainant 10 Years
and Cordoura Narrain 6 Years thereabouts
2d Interrogatory Deponent saith he has known the Complainant 10 Years
Cordoura Narrain who told Deponent he Complainant Chitty Thurka to demand some money that another
from him to the Complainant on account of Rice &c the Deponent said unto
Cordoura Narrain who told Deponent to go to Pongo Chitty Thurka upon the Deponent
going to Pongo Chitty Thurka he told Deponent that Cordoura Narrain
who had got the Answer and Money the Deponent knows the Complain
ant sent me to you to pay the money accordingly I do Know Cordoura
Narrain and Pongo Chitty Thurka and I did see Cordoura Narrain bring
me the Deponent saw that the sum of both Cordoura Narrain and Pongo
Chitty Thurka brought 2 rumauns to the Complainants House I cannot
say more than Deponent do prove and to this is to the 2d Interrogatory

Richard Sa Thoma
Examiner

Lewis Ryland

Mayors Court ats,
Madrasspatnam.

Between Thomas Pilling and John de Fries
Complainants and Combareca Narrain Chetty
Defendants

Deposition of Witness taken on this Cause by and before the Examiner on this Court as followeth.

Shanna Serrachellum of Madras Merchant Aged 53 Years or thereabouts being produced as a Witness on this Cause on the Part of the Defendant was on the 5 day of October 1765 sworn at the Office of Mr Charles Brawley Attorney for the Complainants by Lamps who left a Notice of the Names & Residence of Witness of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth.

To the first Interrogatory this Deponeth he has known Thomas Pilling Junr and Combareca Narrain Chetty 20 Years or thereabouts to last & that they resided in the Town de Fries

To the fourth Interrogatory this Deponent saith he was present when Combareca Narrain Chetty came to the house of Badamia and Sheercoom the Moor Merchants for to demand some money he said was due from them to the Gentlemen to Badama and Sheercoom told Combareca Narrain Chetty that Peppe Chetty & Sheeha had been there and they had paid to him the whole Ballance due from them to the Complainants. Combareca Narrain Chetty said did you pay all? they replyed we paid the whole, being upwards of five hundred Pagodas more this Deponent deposeth not to this or to the last Interrogatory.

Richard Sothorn

Sworn before Shanna Serrachellum

Examiner

No.

Mayor's Court at
Madraspatnam

Between Richard Sathom
Complainant and Cadoor Narain Chetty
Defendant

Deposition of Witness taken on the Corroborative part
on this Court as follows —

Cochin Chetty of Madras Merchant aged 26 Years on the Holy Evangelists
on Oath on the Cause on the Part of the Defendant was on the 5th day of October
1765 sworn at the Office of Mr. Charles Crawley Attorney for the Complainants
by Comprs who left a Note of the Name Title and Place of Abode of the Wit.
Deponent and afterwards on the same day sworn and Examined deposeth
as followeth —

To the first Interrogatory this Deponent saith he hath not acquainted the
Complainants but has known Cadoor Narain Chetty 2 Years this last
To the 2d Interrogatory this Deponent saith he was present when the
Merchandize in the Invoice for the Hundred Pagodas at Interest
was Marked & Numbered May 1763 for Ayng Chetty & Co. & Packed fifty Pieces
of Muslin & the Body of the Cummerbund & the rest of the same Invoice
was Packed under this Deponent & Cadoor Narain
Chetty same Day with the Seer Merchants when they departed Madras
and was present with him the Seer Merchants & Cadoor Narain Chetty
they were not separated with this Deponent Cadoor Narain Chetty Ayng Invoice
Examined for three Days — This Deponent further saith Cadoor Narain
Chetty for the Money who told him he might pay it the Seer Merchants
whenever they came for it upon their Return but Deponent deponeth not
to this or to the last Interrogatory —

Richard Sathom

23 October

(Interpreter)

Mayors Court at
Madraspatnam

Between Thomas Pilling and John De Fees
Complainants and Cordaseea Narrain Chetty Defendant

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

Lovedatavanack of Madras Merchant Aged 55 Years or thereabouts being
produced and Sworn in this Cause on the part of the Defendant was on the 15 day of
October 1756 Examined Mr Charles Bramley Attorney for the Complainants
by Comps with the Rule of the Honble Court Dated the 9th Instant
and Cross Examined the same day by Compts and Comms'd depose as follows viz.

To the first Interrogatory the Deponent saith he has known Thomas Pilling 10
Years and Cordaseea Narrain Chetty 10 Years or thereabouts and that he is not acquainted
with John de Fees

To the 2d Interrogatory the Deponent saith the sames Have Merchants who came
from the Country to have Cowjes or Manchesters house in the Pettah that
Deponent and they sometimes Have Merchandize Cowjes Cowns one of the said Mer
Merchants was in the Country of the said Hayes Cordaseea Narrain Chetty
came to them there if that Deponent being present and demanded from Cowjes Cowns
some money Cowjes Cowns told Cordaseea Narrain Chetty he had paid the
Money to Comps Chetty Sheeka more this Deponent knows not to this or to
the last Interrogatory

The mark of Lovedatavanack

Richard Eathorn
Examiner

Mayors Court at
Madraspatnam

Between Thomas Pilling and Johnde
Fees Complainants and Cordaseea Narrain
Chetty Defendants

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

Interrogatories to be Administered to Witness on the part of the Defendant in a certain Cause depending in the Court of Chancery between Thomas Pelling and John Pelling Complainants and Joseph Pelling Defendant

1st Int. Do you know the parties Complainants and Defendant in this Cause

Ans. I do know the parties Complainants and Defendant in this Cause

2d Int. Do you know or believe that you are related to the Complainants or either of them and which of them and how

Ans. I do know and believe that I am related to the Complainants and Defendant and I am related to the Complainants by the Mother's side and to the Defendant by the Father's side

3d Int. Did you or did you not attend the Meeting mentioned in the Bill of Complaint and if you did attend the same state what you heard and observed at such Meeting

Ans. I did attend the Meeting mentioned in the Bill of Complaint and I heard and observed what is therein mentioned

4th Int. Did you or did you not receive any and what Sum or Sums of Money and when and where from the Complainants or either of them and what Account did you render to them or either of them of the Application thereof

Ans. I did receive from the Complainants and Defendant the Sum of £1000 and I rendered to them an Account of the Application thereof

5th Int. Have you any and what Demand upon the Complainants or either of them for any Sum or Sums of Money or Goods or Merchandizes and what is the Amount thereof

Ans. I have no Demand upon the Complainants or either of them for any Sum or Sums of Money or Goods or Merchandizes

6th Int. Do you know or believe that the Complainants or either of them have received any and what Sum or Sums of Money since the Commencement of this Suit and which of them

Ans. I do believe that the Complainants have received Sums of Money since the Commencement of this Suit but which of them I cannot say

7th Int. Do you know or can you set forth any other matter or thing for the Defendant or the Cause as you shall think fit

Ans. I do not know or can set forth any other matter or thing for the Defendant or the Cause as I think fit

William Bramwell
Attorney for the Defendant

Sworn &c. Madras Pres. 23d Jan. 1808 Before me

Richard Sathorn

Examiner

Upon the Deponent being duly sworn to depose to the truth of his Interrogatories

Richard Sallom

Examined

Harper Court at
Hackney Jamaica

Between Thomas Allen and Edward
Ewer Complainants and Pimpa Chilly Shaka
Defendant

Deposition of Witness taken on this Commission by and before the Examiner
on the Court at Hackney

Cousdapee Hannapah Chilly of Madras Merchant Aged 30 Years or
thereabouts being produced as a Witness on the part of the Defendant sworn the
25 Day of September 1760 deposeth at the Office of Mr Charles Bromley Attorney for the
Complainants by Compah who first made of the name Title and Place of Abode of
the said Deponent and afterwards on the same day being sworn and Examined
deposeth as follows Viz

To the first Interrogatory this Deponent saith he has not acquainted with the Com-
plainants but has known Pimpa Chilly Shaka 20 Years or thereabouts

To the second Interrogatory this Deponent saith he did attest the Paper now shewn to
him that Pimpa Chilly Shaka went home to Mess Merchants to demand the
Payment of money which he said was due from them Mess Merchants to him
they had paid Merchants money to Cousdapee Hannah Pimpa Chilly Shaka
replied to them you are going away therefore give Me a writing what you owe
Brokage Mess Moor Merchants then drew a Paper Chilly Shaka to write down
as Cousdapee then Deponent Pimpa Chilly Shaka accordingly had the same
drawn out and written which Paper was produced and read by the
Merchants and Attested by the Deponent and Chilly Shaka now
the Deponent speaks but to the last Interrogatory

Richard Sallom

Examined

Mayor Court at
Madras pattanam

Between Thomas Bligh plaintiff and Pauge (Polly) Clarke Defendant

Deposition of Widow Parkinson taken on His Honour the Mayors Court at Madras pattanam on Thursday the 22d October 1761 at the Request of Mr. Charles Empty Attorney for the plaintiff Thomas Bligh against Pauge (Polly) Clarke Defendant and Deponent and afterwards on the same day being sworn and Examined deposeth as followeth viz.

1st ..... To the first Interrogatory this Deponent saith she knows the Complainant & Defendant & Defendant Pauge (Polly) Clarke

2d ..... To the second Interrogatory this Deponent saith she did hear the Defendant Pauge (Polly) Clarke tell Mrs Cook & Company Thomas Bligh Boat was Broke to pieces on the Coast of Pegue & that the Boat was Broke to pieces by the Rocks & that the Boat was Lost & that the Defendant Pauge (Polly) Clarke Desired Mrs Cook & Company to Desire Thomas Bligh to Come to Madras & that the Defendant Pauge (Polly) Clarke would Pay him the Money for the Boat & that Mrs Cook & Company Desired

No.

Mayor's Court at
Madraspatnam

Between [illegible]
Complainant and Pagoda Shetty Shanka Pyrawn

Deposition of Witness taken in the Court and upon Interrogatories
as the Court shall order

Veerapermaul of Madras Patuck aged 60 Years a Witness to be sworn
on the Part of the Complainant before the Defendant was Called in
by Graham at the Office of Mr Charles Crombe Attorney for the Complainant
Canapa who left the Court of the same Title and Place of Abode of the said Defendant
and afterwards on the same day being Examined and Cross Examined upon
the said Interrogatories

To the first Interrogatory the Deponent saith he has been Knows Pagoda
Years about Four or Five and Forty Chetty Shanka Pyrawn the Defendant
of the third Interrogatory the Deponent saith, he was ordered by the Complainant
to demand from Combanen Warren and Pagoda Chetty Shanka the payment for
some Rice they had sold to Cooleys belonging to the Complainant
from the Complainants Godown during between the Months of Deponent
from some to some Pagoda Chetty Shanka and that Combanen Warren between the
said Months from the Godown the Rice to a considerable Sort Combanen
Warren about Some Bales the Deponent knows as they kept the Rice
at another Place that Pagoda Chetty Shanka had received Money and could be
accountable for the Complainants and for both Combanen Warren and
Pagoda Chetty Shanka when they also declared to Deponent the same when above
mentioned Combanen Warren and Pagoda Chetty Shanka when declared
together at Mr Lowe especially paying money to the Complainants account of Rice
Combanen Warren the Deponent saith he cannot depose to answer to the 4th
Interrogatory More what he has before given in the Deposition for the Complainants

Richard Sathom

Interpreter

Sworn

Mayor Court of Madras pa Crown

Friday the 14th day of February Anno Domini 1766

Present

Sir Robert Fletcher Esquire Mayor

Roger Ed. Adams ___ & Charles Smith

Aldermen

Between Thomas Hungerford Plaintiff

and Joseph Fowke and George Fowke Defendants

Mr Ward Complainants Att. and Solicitor

Thomas and George Eliot Defendants Att.

Upon Motion of Mr Ward Counsel for the Complainants and reading the Bill of Complaint filed in this Court the 11th day of January last and the Affidavit of Thomas Hungerford one of the Complainants annexed to the said Bill and reading the Answer of Joseph Fowke one of the Defendants to the said Bill and the Affidavit of Thomas Hungerford annexed to the said Answer and reading the Replication of the Complainants filed the 13th day of this instant February to the said Answer and reading the Affidavit of Joseph Fowke annexed to the said Replication and reading the Rejoinder of the Defendants to the said Replication of Thomas Hungerford annexed to the said Answer and also reading the Interrogatories and Depositions on the part of the Complainants with an Account annexed and the Depositions on the part of the Defendants Joseph Fowke and George Eliot and the Exhibit on the part of the Defendant Joseph Fowke in writing and reading the Pleadings and Proceedings had in this Cause and the Examination of the Cause from the

Depositions

Plea

Pleas Brethren the Congregation Lord Thou shalt Keep Continually
in thine Office. Said Comfort with them for thanks for ever & Ever Amen
daily rewardingly Order and Decree that the Defendants shall pay unto the
plaintiff the full and just Sum of Two Hundred and Sixteen Pagodas before
the Sixteenth Day of March 1765 Together with such Interest
as shall hereafter become due thereon until full payment be made

Costs of this Suit

Dft Con

Sealed and dated
19th March 1765

To the Honorable the Mayor's
Court at Madras aforesaid

Humbly Complaining Sheweth

That Your Orator John Collard of Madras Merchant that Chuga Loy
Ramachitah of the same place also Merchant stands indebted unto Your Orator in the
Sum of two hundred fifty nine Pagodas and thereupon upon the Cost of Writing
Obligatory bearing date the Eighth day of August in the Year of our Lord Christ One
Thousand Seven Hundred and Sixty three given by the said Chuga Loy Ramachitah under his
hand and seal to your Orator which said Sum after the rate of Eight Pagodas
per Cent per Annum amounts to the Sum of four hundred and three Pagodas as by the
Bill thereof and afterwards of Merchants money of Great Britain Coin more fully
Your Orator hath frequently and in an amicable manner applied for payment

But now so it is and may it please Your Honours

That the said Chuga Loy Ramachitah obstinately and wilfully refuses to pay
Your Orator any manner of satisfaction touching the premises but doth pretend
a pretended Release to the Defendant Corbet which appears upon the face
and good Conscience of the Case that the said Chuga Loy Ramachitah
may appear the Corporal Oath true and perfect Answer make to all and
Singular the Matters and things herein before set forth as if the same
were

fully and effectually to all intents and purposes as if the same were here again repeated and reiterated and he deemed to pay unto your Orator the aforesaid sum of two hundred fifty nine Pagodas and thirty Fanams with all such Interest as now is or shall hereafter become due thereon about the Cost of this Suit

May it please the Honorable Court to cause the said Roy Ramchelah to be summoned and required by the Sheriff of Fortsaint George Coverog of Madraspatnam and the Districk thereof personally to be and appear before this Honorable Court profued and appointed then and there to stand and abide such Order & Decree therein as this Honorable Court shall deem

Mack

Charles Brandley
Attorney for the Complainant

Read and filed
25th May 1765

The Answer of Anupa Roy Ramchilah of Madras Merchant Defendant to the Bill of Complaint of John Callendar also of the same place Merchant 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 and Insufficiencies in the Complainants said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised is material or necessary for him to make Answer unto He this Defendant answereth and saith that he admits he gave the Complainant the Bond in the Complainant's Bill mentioned but he denies it was by Duress to stand Indebted to the Complainant as set forth in his Bill of Complaint for this Defendant gave the Complainant at first a General Bond for the amount of three thousand Pagodas in part of which at sundry Payments this Defendant has paid to the Honourable five thousand three Hundred and Eighty Pagodas this Defendant further saith

151

[illegible] that the Complainant [illegible] [illegible] [illegible] [illegible]
Defendant [illegible] discharged and [illegible] [illegible] [illegible]
as these Bellowes were [illegible] found and proved [illegible] [illegible]
Defendant humbly [illegible] [illegible] [illegible]
said by the Complainants Bill for the [illegible] Defendant [illegible]
appear unanswered this Defendant further saith that [illegible] [illegible]
discharged Obligations are [illegible] [illegible] [illegible]
to Pay the Complainant the Bellowes that may appear [illegible] [illegible]
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

Wilbraham Cromwell
Solr for the Defendant

Filed and filed
6th August 1765

The Replication of John Cotton
to the Answer of Mary Ryder Executrix &c

This Replicant now and at all times hereafter saving
and reserving to himself all and all Manner of Benefit and Advantage of
Exception to the many Errors Uncertainties and Insufficiencies in
the said Answer contained for Replication thereunto saith that this Replicant
Bill of Complaint is certain true and sufficient in the Law to be Answered
unto and this Replicant for further Replication thereunto saith that the
Defendant is ordered unto know this Replicant as in the Bill of
Complaint and which is Confessed in the Defendants Answer by the Exchan-
ged giving to know Signed the Obligation on which the Bill of Complaint is
founded this Replicant Acknowledges Receipt more or less being between
the Defendant and this Replicant for Goods Sold and for Money lent by

this

Jane Replevind to the Defendant to the Damage of two Thousand Pounds
and thereby Regulates for which the Defendant gave a Bond bearing date the
thirty first day of July One Thousand Seven hundred and Sixty two payable One
year Thereafter from the date thereof in which Bond the Defendant made over
all her Right Title Claim and demand to and adventure to the amount of three
Thousand four Hundred and Seventy nine Pagodas Twenty two fanams and four
Cash Shipped on Board the Neddy Captain Thomas Graham for Pegue thro
Negligence were Security for the Payment of the Bond of the thirty first of July
One thousand Seven hundred and Sixty two Which bearing such Mortgage
the Defendant Consigned Invoices of such Adventure and Thereupon
following orders the Same Shipped on Board the Said Vessell belonging to
Manphue Caven had the Defendant Returns to pay Unto the Amount
more than sufficient to pay the Replevin Amount the Defendant got Manphue
Caven to send off a Boat to the Vessell and in the Name Manphue Caven came to
bring the Defendants Returns where upon Manphue Caven compleated with the
Replevin on Notice thereof applied to Manphue Caven for their Effects in the
the Replevins Property, but could not obtain them the Replevin Endeavoring
to Obtain Application to Manphue Caven obtained the same of Pay thereunto two
Hundred and forty four Pagodas and that was all the Satisfaction he could
Obtain from Manphue Caven some time after all Accounts were Settled and
adjusted between the Defendant and the Replevin and for the Ballance thereof
the Bond in which the Defendant is now sued was given upon which Bond
being made out by Mr Cornwell the Attorney for the Defendant as to the usual
Mortgage Mortgage mentioned in the Defendants Answer the Replevin saith
they are Counterfeit by the Names and Seals being forged them as will appear
by the Writings on the Hands of the Replevin ready to be produced to the
Court as Court as Occasion to the Defendant and the Replevin,
further saith that every Method that could be taken and adopting the
Measures Endeavoring between the Defendant and the Replevin were had and
had

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Charles Bromley

Filed and fetched
27th August 1765

1894

[illegible] Thomas Thomas & Bedford and Caporn for Pl.

All the Answers and Evidence for the Defendant in this Cause having been duly Filed and Entered and the Cause at Issue and Set down for Hearing and the Time for taking the same off the Hearing Expired and no Order having been made to enlarge the Time for taking the same off the Hearing and the Time for taking the same off the Hearing having now Expired

Mr Bill Counsel

Interrogatories for the Plaintiff

1st Interrogatory Do you know the Parties to this Suit Plaintiff and Defendant or either of them and which of them

Answer Yes I do know the Parties to this Suit and I know the Defendant but I do not know the Plaintiff

2nd Interrogatory Do you know the Parties Complainant and Defendant to this Suit or either of them and how long have you known them or either of them and which of them

Answer Yes I do know the Parties to this Suit and I have known the Defendant for the last Twelve Years but I do not know the Plaintiff

3rd Interrogatory Did you see the Deed produced and shewn to you at the time of your Examination made between the Parties hereto and bearing Date the Twenty Ninth day of September One thousand Eight hundred and Eighty Four and Executed by the Defendant as the Act and Deed and Conveyance mentioned in the above Writing and by the Plaintiff as the Consideration mentioned in the said Deed given and Whether the same was fully and Entirely paid to the Defendant by the Plaintiff

Answer Yes I did see the said Deed produced and shewn to me at the time of my Examination and I know that the same was fully and Entirely paid to the Defendant by the Plaintiff

4th Interrogatory Do you or do you not know whether any or what Proceedings have been taken by or on behalf of the Plaintiff against the Defendant in the Chancery Division of the High Court of Justice or elsewhere and if you know the same state particularly what such Proceedings are and have been

Answer I do not know whether any such Proceedings have been taken by or on behalf of the Plaintiff against the Defendant in the Chancery Division of the High Court of Justice or elsewhere

5th Interrogatory Do you know or believe any other Matters or Things

Mr Bill Counsel

Plaintiff

1851

Charles Brownlow
Mary for the Capital Letter

Known all Men by these Presents that We [illegible]
of Madras Merchant are held and firmly bound unto the Honble [illegible]
of the same place Merchant in the Penal Sum of Pagodas [illegible]
Sicca Rupees and Currency of the Coast Company aforesaid to be well and truly
paid unto the said Honble [illegible] Esqr Mayor Commander in Chief
Aldermen and Justices of the Peace for the said Town and Port of Fort St George
or their Successors for which Payment well and truly to be made We bind
Our Heirs Executors and Administrators jointly and severally firmly by these
Presents Sealed with Our Seals Dated this [illegible] day of January
in the Second Year of Our Lord One Thousand Seven Hundred and Forty three —

Whereas the above named Henry Ravenshaw [illegible] Esqr
of Madras Merchant was this day elected and sworn into the Office
of Sheriff of Fort St George and Town of Madras for the Year ensuing
Now the Condition of the above Obligation is such that if the said
Henry Ravenshaw his Heirs Executors Administrators or Assigns
shall well and truly pay or cause to be paid unto the said Honble
[illegible] Esqr Mayor Commander in Chief Aldermen and Justices
of the Peace for the said Town and Port of Fort St George or their
Successors the full Sum of Pagodas Sicca Rupees and Currency
of Madras aforesaid on the Fifteenth day of January which will be in the
Year of Our Lord One Thousand Seven Hundred and Forty four
Then the Condition of the above Obligation to be void and of none effect
or else to remain in full force and Virtue —

Signed Sealed & Delivered
in the presence of

Exd. Paper Writing marked A on the Motion of Mr Evans Counsel for the Defendant for an Order for the Commissioners to Examine witnesses in the Province of Madras on the Part of the Defendant

Exd. Paper Writing marked B on the Motion of Mr Evans Counsel for the Defendant for an Order for the Commissioners to Examine witnesses in the Province of Madras on the Part of the Defendant

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No.

Warrant under the Regimental Seal to Pay as Adjutant

Richard Sullivan

Captain

Mayor's Court
Madras

Friday the 12th Day of June
Anno Domini 1761

(L.S.)

Present
Arthur Cuthbert Esquire Mayor
Wm. Harvill & Thomas Hanway
Aldermen

Mayor's Court

By Order of the Court of Mayor
Aldermen & Inhabitants
Assembled at the Town Hall

Ordered Unanimously that Richard Sullivan
in the Service of the Honble United Company
Be Appointed Storer, Be Paymaster, Be Engineer Be Interpreter &
Deputations on the part of the Company and the Hon'ble Company
The Pardons produced of by the Officers and under Consideration and there
Appertaining to the Said Post Be Conferred Upon the said Richard
Sullivan of the purports of his demand Post Commission Confirmed and Pay
and Power and Oath According by Order and Power and the Depositions
Held

to pay unto the Complainant the full and just Sum of Two Hundred and fifty
Rose Pagodas Being the Sum of Pagodas 250. 36 Together with the Costs
Suits and Charges which he hath been Forced and shall further pay
and be put to about the Same Which Said Sum of Pagodas 250. 36
he had the least Grounds Cause or Reasonable Pretext to Refuse
or further Contend and Dispute But Ought to have Received with Lawful Costs to be paid
to the Complainant

Pray

Sworn at Fort St. George
the 5th January 1766

Before Hon.ble Mr. Mayor
Court & Madras present

Humbly Complaining Sheweth unto
Your Worships your Orators Elizabeth Brammer & Esther Wilson Both Minors
Natives and Inhabitants Residing & Living at Sadras under the
care of your Orators as Their Guardians & Next Friends That Whereas
Edward Money of Madras Merchant in Partnership with the late Firm of Great Persian Merchants
owes Pagodas Eight Hundred Sixteen & Eight Shillings the Sum of Three Hundred and Forty four Pounds
Sixteen Shillings upon a Mortgage Obligation bearing date the seventh day
of January which was in the Year of our Lord one Thousand seven hundred and
sixty four as will more fully and at large appear by a Schedule of the said Obligation
Herewith annexed for the Inspection of this Hon.ble Court and to which your
Orators most humbly refer praying the same may be taken and Read as part of this
your Orators Bill of Complaint

Your Orators further Sheweth unto this Hon.ble
Court that the said Edward Money frequently and in a most civil manner requested Payment
from the said Mark Wood Lincoln Esq.r & Mark Wood Junr of
three Hundred and sixty two Pagodas

But now so it may it please this Hon.ble
Court

Pagodas on the Second of October of Each of Which we Promise and Jointly
and Severally Bind Ourselves and Our Heirs Executors and Administrators
to Pay to Your Honour or Order on Demand Provided Always and it is
Hereby Declared and Agreed by and Between the Parties Hereto that
in Case Default Shall be Made in Payment of the Said Sum of Two
Hundred and Sixty Pagodas or any Part Thereof on the Day Appointed
for Payment Thereof as Aforesaid Then and in Such Case the Whole
Sum of Two Hundred and Sixty Pagodas Shall Become Due and Payable
Immediately Thereafter Anything Herein Contained to the Contrary
Thereof in Any Wise Notwithstanding In Witness Whereof We the
Said Obligors Have Hereunto Set Our Hands and Seals This Twenty
Fifth Day of March One Thousand Seven Hundred and Eighty Four

Signed Sealed and Delivered
in the Presence of us

Thomas Hodges
Thomas Hodges Junr

(Signed)
Ramah Chetty
his Mark + of Langama Pauck

(Signed)
Veerata Kistna Pauck
his Mark + of Meeta Pauck

Know Ye that I Thomas Hodges Junr of Madras Merchant Do Hereby
Assign Over and Make Over the Within Bond or Obligation and the
Sum Therein Mentioned Unto Mr Thomas Hodges Senr Merchant
Witness my Hand this 25th Day of March 1784

Thomas Hodges Junr

Know all Men by these Presents that I Thomas Hodges Senr of Madras
Merchant Do Hereby Assign Over and Make Over the Within Bond or
Obligation and the Sum Therein Mentioned Unto Mr Thomas Hodges
Junr Witness my Hand this 25th Day of March 1784

Thomas Hodges Senr

Know all Men by these Presents that I Thomas Hodges Junr of Madras
Merchant Do Hereby Assign Over and Make Over the Within Bond or
Obligation and the Sum Therein Mentioned Unto Mr Thomas Hodges
Senr

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Mayors Court
Madraspatnam

Present
Mr Peter Marriette Senior Alderman
John Delavaux — Charles Smith &
Francis Fowkes — Aldermen

Margaret Lewis

Petition Elizabeth Brennan
of Madras Widow Complainant
against Hannah Widow Complainant
Hannah Husband & Joseph Fowke Clerk
of Court Defendants

Defendants Counsel acknowledge the Service
of the Complainants Bond and Writ Ordered the Defendants Plea
Demur and Bills Accordingly Ordered that the Defendants Plea
with the Complainants Reply and Issue of Fact Sworn and Entered
Pagodas Fanams Cash in the Office with Interest accrued
hereafter to come due thereon with full Costs of Suit to be taxed

Ordered

Read and filed
18th February 1766

Peter Marriette Mayors Court
at Madraspatnam

Examined Compared Signed
Sealed

B4

Settled and Agreed between the Undertakers and the Workmen employed in
Quarrying Stone for the Public Court between Town and Pier to be built
Court to be Eighteen Feet and Three Inches Wide from the Middle
Three and Three to Answer Hand Hand which is to be Twenty
Five Feet Shall Answer Each —

Peter Pybus
Manager for Employment

June 5. 1762

I Thomas Lobjoit do of Master Mason at Plymouth Dock
Engage Do hereby Acknowledge to have Borrowed and Received from Plymouth
Monthly Sum of Thirty Pounds Lawful Money of Great Britain for the Use of
One Hundred and Thirty Pounds Lawful Money of Great Britain which I do
Promise and Oblige Myself my Heirs Executors and Administrators to Repay
the Said Sum of One Hundred and Thirty Pounds Lawful Money of Great Britain
unto the Said Peter Pybus his Executors Administrators or Assigns
on Demand with Interest at the Rate of Three Pounds Ten Shillings per
Month Month by Month Until the Whole Principal Sum and Interest
Shall be Paid and Discharged by Plymouth Dock Yard Pay Table
Signed Sealed and Delivered

Peter Pybus
Manager for Employment

I Thomas Lobjoit do Acknowledge to have Received from the Corporal Mentioned
by Plymouth Dock Yard Pay Table —

Peter Pybus
Manager for Employment

Known All Men by these Presents that I Thomas Lobjoit of Plymouth
Monthly of Master Mason and Contractor for Quarrying Stone
of Hand Immediately Second Stages of the same Pier Undertaken for the Use
of One Hundred and Twenty Feet in the Plymouth Dock Yard Monthly
aforesaid and for the Second Stages to be Done Proper and Workmanly
Manner

Signed

any Account to be given for the same the Sum of One Hundred and Forty Pagodas and all other Sum or Sums of Money as are remaining due and payable upon or by Order of the above Obligation and all my Right, Title Interest and Demand in and to the same I do give and grant unto the said Samuel Hayes Full power and Authority to Demand and Receive the same to his own use and upon Receipt thereof to give due discharge for the same or any part thereof and whereof Moneys duly do hereby Covenant and agree to and with the said Samuel Hayes that the said Sum of One Hundred and fifty Pagodas is justly due and owing that I have not received or discharged the same or any part thereof. In Witness whereof I have hereunto set my Hand this Seventeenth day of February in the year of our Lord One thousand seven Hundred and Sixty three.

Signed in the Presence of

Mayors Court Madraspatnam

Thursday the 4th day of March Anno Domini 1766.

Present

Arthur Cuthbert Esquire Mayor
Peter Moreau ——— Anthony Lindley
Reynold Adams ——— Charles Smith &
Francis Lowndes ——— Aldermen

Mayors Court

Between Samuel Hayes of Madras Lieutenant Complainant and Lawrence Calpram of Pennapah Sadden Esquire Inhabitant Defendant

The Defendant being called and Acknowledging the Justice

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Recd and filed
25th Febry 1766

To the Right Honble the Mayor Court
at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Francis Maney of Madras Writer that Colas Hosha Marrack
of the same Place Merchant doth Stand Indebted unto your Orator in the full Sum
just & Juse of One Hundred and forty three Pagodas Current Money of Madras
making in Sterling Money of Great Britain at the Rate of Eight Shillings each
Pagoda, the Sum of Fifty Eight Pounds and Sixteen Shillings the whole as now
fully and at large appears by a Note of Hand given by the said Defendant
Annexed for the Inspection of this Honble Court and which your Orator prays
may be Admitted as part of this your Orator's Bill of Complaint and your
Orator further shews that unto this Honble Court that he hath frequently and
in an Amicable manner Requested Payment from the said Colas Hosha Marrack
of the said Sum of One Hundred and forty three Pagodas but now so it is
and true it is May it Please the Honble Court
the said Colas Hosha Marrack absolutely and wilfully Refuses so to
do unless he can by Colour of Law or Equity
Pretend

Power for Your Orator Thomson against Edward Corbyn and to the Honble Court
Shall Appear Agreeable to Equity and Good Conscience)

To the Honble Thomas Hallwell Esqr Sitting
Mayor Court for the Honble United Company
Trading to the East Indies

The Humble Complaint of Edward Thomson of Madras Merchant
Most Humbly Sheweth That your Complainant Did on the
Eighteenth Day of December 1765 Lend and Advance unto
Edward Corbyn of Madras Aforesaid Merchant the Sum of
Two Thousand Pagodas for which he Gave your Complainant
his Bond Bearing Date the Day and Year Above Written
Conditioned for the Payment of the Sum of One Thousand
Pagodas with Interest for the Same on the Eighteenth Day
of December 1766 Which Bond your Complainant Hath
Lost or Mislaid and Cannot Find Nor Can Your Complainant
Set Forth the Tenor thereof Further than as Aforesaid
Nevertheless Your Complainant Hopes that the Said
Edward Corbyn Will Not Take Any Advantage of the
Said Bond Being Lost or Mislaid but Will Pay the Money
Due thereon to Your Complainant Or Give Him Such
Security for the Same as Your Honour and This Honble
Court Shall Think Meet

Your Complainant Therefore Humbly Prays
Your Honour and This Honble Court to Grant
Unto Your Complainant the Writ of Subpoena
Issuing out of and Under the Seal of This Honble
Court to be Directed to the Said Edward Corbyn
Thereby Commanding Him at a Certain Day and
Under a Certain Pain to be Limited Therein to
Be and Appear before This Honble Court at a Certain Time and Place to be by
This Honble Court Therein and Thereby Appointed then and there to Answer Stand
and Abide by Such Order and Decree Therein as to This Honble Court Shall
Seem Meet

Edwn Sykes
Attorney for the Complainant

Madras 7th December 1765

Edward Corbyn Merchant do Hereby Give a Mortgage Obligation to
Francis Money for Two Hundred and Forty Seven Pagodas which I Have this
Day Borrowed and Received from the Said Francis Money for Which I do Hereby
Bind all My Lands at Poly Pagodas Two Pearls Valued at Twenty Pagodas
and Ox Oxcarts Chintzes House Bill of Sale which I am to Give Payable
on the Fifth Day of January One Thousand Seven Hundred and Sixty Six
with

with Interest after the Rate of Five p Cent and her Executors Ad-
ministrators and Assigns shall and will from time to time and
Every year during the Term and Estate thereby granted keep
the said Premises and Every part thereof well and sufficiently
repaired and in case they shall neglect or refuse
so to do that then it shall be lawful for the said
to enter upon the said Premises and repair the same
at the Costs and Charges of the said

Signed by
Edwin Peter Hancock

Witness
Signed by Reagrah
Mark of Bondgerhandkonby

Executed by the Signed Mutter in presence
of by Reagrah Brown Interpreter

Edwin Hurst
Manager for Company

Marquis Courtenay
Marquis Cornwallis

Frederick Lodge Marks
Frank Edwards 1766

L.S

Arthur Cuthbert Esquire Mayor
Peter Hamlet — Sergeant-at-Arms
Reginald Edward — Chas. Ed. Smith &
Francis Jonathan — Aldermen

Before me Thomas Hancock
Mayor

No 3

Hudson Water Complainant

and Others Riparian Owners

&c of Thomaston Defendants

The Undersigned Surveyor and Referee

in the above Complainants Amended Bill of Complaint

Named to Ascertain and Report the Quantity of Water

Power and Head of Water now Used by the Complainant

at his Saw Mill and Grist Mill on the Stream

Known as Hadlock Brook in Thomaston in the County

of Knox and State of Maine and the Damages

which the Complainant has Sustained by the

Diversion of the Water of said Stream by the

Defendants Dams and Mill Ponds and to Report

the Same to the Court

Do Report

That I Have Held Six Sessions

of the Court at Which Testimony

Has Been Taken by Both Parties

Hereto Which Testimony Is Herewith

Returned and Made a Part of

My Report

That I Have Viewed the Premises

in Question and Have Carefully

Examined the Testimony Taken

by Both Parties and Have Also

Had Before Me the Bill of

Complaint and Answers of the

Several Defendants

That the Complainant Has

Owned and Occupied the Mill

Property Mentioned in the Bill

of Complaint for Many Years

Prior to the Year 1870 and

Has Used the Water Power

Created by the Dam Across

Hadlock Brook for Driving

the Machinery in Said Mills

That Said Dam Was Built

Many Years Ago and Has

Been Repaired from Time to

Time as Occasion Required

That Said Dam Is Now

Owned by the Complainant

and Is Maintained by Him

That Said Dam Is Now

Constructed of Stone and

Earth and Is Now in Good

Repair

That Said Dam Is Situated

on Said Hadlock Brook

Between the Mill Owned

by the Complainant and

Said Brook's Outlet into

Said Hadlock Pond

That Said Dam Is Now

Constructed So as to Raise

the Water in Said Hadlock

Pond Four Feet Above the

Natural Flow of Said

1864

Between [illegible] and [illegible]

[illegible]

[illegible]

[

Mayors Court at Madraspatnam

Tuesday the 4th day of March Anno Domini 1766

Present

Arthur Gilbert Esquire Mayor

Peter Marriette ——— Mr Mayors Assistant

Reynold Alexr ——— Charles Saunders &c

Francis Fourdrin ——— Aldermen

Between James Bishop Parkland George Merchant Complainant and Sudrapatch of Madras Merchant Defendant

Mayors Court

Memorandum by the Records of this Court that the Defendant hath been served with Rules to Answer the Complainants Bill but wilfully and Contumaciously 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 Sum of Rupees two Hundred and Sixty four Pagodas Pago Rupees 264 ... together with Interest and Costs of Suit hereafter to be due thereon and all Costs of Suit Proposed to be made as well Costs of the Suit

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Read 2d Feb.y
6th March 1766

To the Worshipfull the Mayor
Court of Aldermen

The Humble Petition of Samuel Taylor

Sheweth

That Whereas Your Petitioner Hath for many
Years Carried on the Business of a Victualler
at the Sign of the Ship in Bell Alley Coleman Street
London and Hath Duly Served his Apprenticeship
to the Same

Your Petitioner Therefore Humbly Prays that
he may be admitted a Freeman of this City
by Redemption

And your Petitioner as in Duty Bound
Shall Ever Pray &c

Saml. Taylor

Read 2d Feb.y
16th April 1765

To the Worshipfull the Mayor Court
of Aldermen assembled

The Humble Petition of Thomas Hardy
Late Servant to Mr Thomas Hardy of Bishops
Stortford in the County of Hertford Victualler

Sheweth

That your Petitioner hath Served his Apprenticeship
with the said Thomas Hardy for the Space of Seven
Years and upwards as by Indenture of Apprenticeship
bearing Date the Twenty Ninth Day of September
in the Year of our Lord One Thousand Seven Hundred
and Fifty Eight Relation being thereunto had may
more fully appear

Your Petitioner Therefore Humbly Prays
that he may be admitted a Freeman of this
City by Redemption

And your Petitioner as in Duty Bound
Shall Ever Pray &c

Thomas Hardy

16

prayed for the Suppression of this Hon'ble Court which was prayed over
by your Orator by Reason of his Bill of Complaint and your Orator
may be advised & informed of this his Bill of Complaint and your Orator
knowledge upon this Hon'ble Court that he hath often times friendly
Manner required Payment of the aforesaid Sum of Three Thousand
Pounds ——

But so it is, may please this Hon'ble Court
that the said Thomas Lord is cunningly and craftily to prevent
your Orator from obtaining the Premises your Orator therefore
prays a Subpoena may issue to the Said Thomas Lord thereby commanding
him at a certain Day and under a Penalty to be therein limited personally
to be and appear before this Hon'ble Court then and there to answer the premises
and stand to perform such Order & Decree therein as to this Hon'ble Court
shall seem meet for your Orator will ever pray &c

Pat. Fredrick

Attorney for Complainant

# Mr. Hammond Salter to Account

| | | | | |
|---|---|---|---|---|
| 1764 | | | | |
| April | 1 | To Cash paid on our joint Account for Coal brought of Mr Salter | 61 | 2 2 |
| | " | To Cash paid Coal | 28 | 0 0 |
| | " | To Cash paid Wood | 2 | 2 10 |
| | " | To Cash paid for boring the Coal | 1 | 0 0 |
| | 4 | To Cash paid for Coal | 1 | 0 0 |
| | 10 | To Cash paid on our joint Account for Coal brought of Cranmore | 42 | 0 0 |
| | 14 | To Cash paid for Coal | 1 | 7 6 |
| 1765 | | | | |
| August | 20 | To Cash paid on our joint Account for Coal brought of Carey | 138 | 6 6 5 |
| | | 1 Barrow per Ditto | | |
| | | To Profit Share on the Sale of the following Coal &c | | |
| | | On the Dutchmans Coal | 1 | 0 0 |
| | | On Vivacaus Coal | 5 | 0 0 |
| | | On Small Coal | 27 | 15 27 2 |
| | | To Cash paid Wood | 1 | 0 0 |
| | | To Carpet | | 2 0 0 |
| | | To Cash paid for Coal | 5 | 0 0 |
| November | 10 | To Cash paid Mr Cockshoot on a Mortgage of Coal &c Lucky Pt | 40 | 2 15 7 2 |
| | | To Interest from the 24 Aug 1765 to 15 November 1764 | | 6 12 0 |
| | | Per Contra | | 571 2 2 62 |

N.B. Mr Salter pd Mr Cockshoot for Interest

# Memorandl. Memd. by Mr. Salter Mr. Cockshoot

Whereas the Undertakers have agreed on Behalf of Messrs Hammond Sanderson and Salter Each Concern of Messrs to pay Mr Cockshoot Twenty Pounds and Mr Hammond Sanderson Twenty Pounds Ster. Per Week for Working Each Concern of Coal by Mr Cockshoot Each Week for Three Hundred Pounds Ster.

Current With Rangaswamy Iyenby Chetty

| 1760 | | | | | |
|---|---|---|---|---|---|
| May | 20 | By Cash Received of You | 20. | — | — |
| " | 25 | By do do | 20. | — | — |
| June | 12 | By do do | 14. | — | — |
| | 20 | By do do | 8. | — | — |
| Sept. | 1 | By Cash Received of you for Pearl | 7. | — | — |
| | | By do | 2. | 28. | — |
| | | By Amt. Pearl Pgs. 5. | 17. | 10 | 10 |
| | 11 | By Cash Received of you | 35. | — | — |
| | 30 | By Allowance Paddy | 12. | — | — |
| | | By do Allowance 4 Rupees | 3. | 31. | 40 |
| | | By Balance | 139. | 31. | — |
| | | | 2.92. | 2. | 62 |
| | | Pagodas | 421. | 23. | 62 |

Errors Excepted

Account

Rangaswamy Iyenby Chetty of Madras Merchant have hereby bargained and sold for
Inheritance all my Right and Title to a Well of two Hundred and Ninety two Pagodas
with all the Interest Water as may hereafter become due thereon, upon an Account Current
hereby Acknowledge myself to be fully Satisfied and Contented therewith,
by reason and agree to and with the said Ramen Chetty that the said Sum of two
Cash is justly due and owing and that I have not Received the same nor any Part
Sworn this Fourteenth day of April in the Year of our Lord One Thousand
Seven Hundred and Sixty nine

1760

Bond executed
16th Jan 1765

This fact to Court demand whether in the glaring absurdities and Crime the Com-
plainant have so boldly asserth that I in or about the Month of June in the Year
of Our Lord One thousand Seven hundred and forty five Transferr being
unskilful in the Trade, made me the Value and true Properties of
previous Stones, used for this Defendant to her dwelling house and told
this Defendant how was unclear how to make Trade made of
previous Stone and had been possible to how father, but was not
qualified with due knowledge in the Trade and previous Stones Commerce
and quite a Stranger in the Lapidary Art prepared to this Defendant
as Landed to know, he knew was well experienced in that branch of commerce
and to be concerned with them in Trade, on the following conditions that
He the Transferr made Endeavour all means for purchase that this
Defendant should make all purchases and all endeavour to procure
Merchants Exchanges and should Endeavour such sales and that this
Defendant should allow him Eight per Cent on the sums he advanced for
his concern, and for his Knowledge in the business and skill in the
Lapidary branch his Instructions and trouble should be allowed the
Half of the profit Arising on the sale, and all sums, Lapses and charge
should how the said Transferr Account, But this Defendant rejected
this proposal and Objected he would not allow him any Interest upon the
Sums he advanced or laid out in the Trade upon this the Transferr proposes
to employ this Defendant as his Broker and that he Transferr on his
sole Account and proper would disburse the Money for Purchase of the
aforementioned Commodities and all Charges attending and he this
Defendant to make all Purchases manage all Sales and endeavour
to procure Merchants or Purchasers and for his Knowledge in the business
and skill in the Lapidary branch Instructions, and trouble he should
be allowed Half profit arising on the sale to which this Defendant agreed

and

and Warrant the Costs and Charges of the Interpleader
aforesaid The Plaintiff immediately commenced and
then & there Defendant the Bailiff Merchant who had Power to Interplead
then and there empowered and ordered the Defendant to Interplead
and have Paid of Such Sum of Money Costs and Charges
for Interpleader and Warrant for Costs and the Complainant applied
pour for the same and took them home and the same performed
as by the Affidavit of the Plaintiff standing Ready to
appear in the Connection the Transferee to be compelled to the Contract
provided as the Defendant the Principal and only Person
Purchase but by Reserving himself of the same Property
in his own Custody which he more fraudulently applied the
following Covenant and agreeing Covenants Contained in the
first Connection that Transferor has unjustly and Contrary to the
the Defendant on the first day of April One Hundred and Eighty
and Thirty Six Subscribed on one part Covenant for the Benefit of the
Bailiff Above Thirty one Pounds Thirty five Shillings and Sixpence
Each to the Other the Transferee Shall pay unjustly charged by
first by delaying him in the Execution that he otherwise
further than the Bailiff for had he Other wise the Same Interpleader
Principal as the Transferee on his Covenant Cannot Perform the
the Defendant Unjustly Covenant the Transferee with the Other
the Obligation or Bale of Hand for Interpleading the Same Bailiff
and that he Could not have Served himself of the Writ of Execution
hindred by taking the Bailiff out of his Custody and keeping him
there and of the Defendant had Left at his Interpleader
calls it upon further the Transferee Unjustly unjustly charged
him by Delaying him the Bailiff in his Custody

Lawrence the first of April Eighteen hundred and Twenty Seven before the Defendant Judgment recovered as in my Judge with Costs and it was on the Month of June that Defendant by him Order made this purchase immediately after the Verdict was concluded, but for him as the Baker, The Defendant in his Evidence on Oath proved on the Transaction of purchasing of Goods as the Transferee has falsely charged to be made on their ground Account and as the following in order of him the Transferee has Robbed the Defendant the Sum of Eight Pounds for Sixty two Pounds of Goods bought of Thomas Chitty as which he has rendered the proceeding over the Judge the Transaction the Goods of which was in Fact the Property of the Defendant Sixty and Two upon the Evidence fully and plainly proved the Defendant Wrongful account of the purchase which is after charge over upon the over for the over dealing how the whole purchase on the Plaintiff Account and Property as aforesaid for

1814.

before the purchasing of Bonnyes Depos and ever since the Defendant has Refused or neglected to Remove the Timber the Defendant procured a Warrant to Take the whole Timber on Shore which the Defendant did and by the Complainants Direction made a Passage for Pearl and Emerald to the amount of Several Pounds and Sealed them up in a Bag in the Complainants own and presence and promised to return Next day and pay for them and going away West towards Liverpool Shortly after returned by the Complainants Lodging and Called the Complainant out and told him that Pearl and Emerald Amounting to Eighteen Pounds was Lost out of the Bag and asked if they would Recompence with Part the Complainant refused the Defendant told Complainant to Attend at Warrington before the Judgment pronounced here by the Defendant on the Next Court day in this Purchase and Payment and Complainant Attended accordingly Pearl to Amount Eighteen Pounds was Lost out of the Bag Complainant Shortly were Convicted for Our Lord and Sovereign Lord the King and Shortly paid the whole Sum aforesaid Pearl and Emerald for Further Security and Peace of the Complainant to Pellumby Gaoler Hereof was Duly Required to Purchase Merchandizes of the Defendants as Pearl Required and Desired there and Complainant Attended accordingly on Each Court Days Thereafter when the Complainant Found the Defendant and Corrupt Him Last Court Day Complainant

1814

Shelby came to the Defendant and gave him Thirty One Pagodas and told
him it was his Brokerage for his Endeavours and when the Defendant
expressed that the Transferor he said he could tell them that the Defendant
Asked an Exhorbitant Price the Defendant Hastily Exclaimed that the Defendant
Hardly remembers that on enquiring Circumstances he was employed by the
Transferor as the Broker not Directly connected and which is further fully
corroborated by the Transferor stating the Price the former purchases
to be Star Pagodas from and Hence Demand as before mentioned that the Defendant
had been Directly concerned the Transferor would have Immediately Demanded
Redress by Writing and the approval to Exception to the Defendant Expressing
to change the Connection in his Account Current as he had done the former
proceeded to that had the Defendant Acting on Exchange appeared to
evident to that the Larger profit he may have made on the sale he reasonably
to Expect Now the Defendant Returns to the purchase of Pearls from Damages
Defe to the amount of One Hundred and Thirty Eight Pagodas Six Fanams and
forty four Cash which whole sum the Transferor doth the Defendant on his
Account Current which he not only Erroneous on his own Petitioner Returns
of and concerning to make the Defendant apart concerned in purchase
last very unjust and Absurd to Call the Defendant for Pearls he had
purchased and kept possession of and had no Authority from
the Defendant but further he has debited the Defendant for Stock Article
Six Thousand Six of Account on the 2 Year of our Lord one Thousand Seven
Hundred and Sixty one when the Transfer was the Month of
August One Thousand Seven Hundred and Sixty about Four Months after
the purchase of Pearls and Consider the Defendant
went to the Northward and returned the latter end of September One Thousand
Seven Hundred and Sixty Three when Most Months till November
One Thousand Seven Hundred and Sixty four until Transferor happened
on

1776.

on the following October Ter. Defendant purchased about three days after the aforesaid purchases were made the horse was sent for the Defendant to his House and brought and the Goods purchased were before the Defendant by the Port, and he did then give the Goods a transparent perusal and under stood what they were, whereupon Defendant did not conceal the employ on the same and their transparent Power for Twelve days and when finished delivered the whole of the Goods to him, upon which this Defendant thereby conceives and does consider Presumption that the said Goods where his own property, and this Defendant so far concerned them as his Broker, conformable to his Agreement this Defendant further advanced to the said sum of three Pounds and Ten Pounds remaining unpaid from the said Goods the Transferor had desire him for to dispose of, on the first of September in the Year of Our Lord One thousand Seven Hundred and Sixty at which time there appeared several Merchants and Country Chapmen would be at Liverpool the Transferor went there and ordered this Defendant to follow on order to sell the said remains he accordingly did and there sold three peice of Goods for thirty three Pounds and delivered the money to his employer which Orders he came back and told him for further Use Defendant with, and so understanding the Transferor desired to return before him to Madras this Defendant required the Transferor to have a Mortgage with a Marks Fortune Wonderful to the Value of five Hundred and Eight Pounds in Trust for the use of the Transferors Family then and there and thereby for his Cash outstanding principal and Interest and during he were to redeem them and all these to the best advantage for the Town Range of According to what for he would deliver him for his Conduct and this Defendant told him that money he should discover on that Head, he would discount and of the profit due to him

for

from the sale of Transferrers Pearls as soon as that Account should be settled
or out of Bonds of Recond. Says upon this the Transferrer demanded his Letter
to the said Master Keshwah Moodely for the delivery of Recond. Says as this was
in the Power of the Evening and the Defendant could not see the Transferrers
Pearls properly weighed by this Defendants direction and the this Defendant
could not read it he requested and was appointed to perform this Account
for the this Defendant for the sum paid the said Master
Keshwah Moodely but the the Pearls were delivered him for sale he has
given him no Credit nor Power any thing of the sale of them only
falsely makes a remark the Pearls were worth One Hundred and Ten
Pagodas in the place of two Hundred and Eight Pagodas the next day after
this Transaction this Defendant and the Transferrer who was selling
Pearls upon the Mount at the Pagoda where one Defrance of Cost this
Defendant could not go he was employed selling Pearls in the Town below
when the Transferrer came down to him and asked if he had sold all the
Pearls he told him not all and delivered him the money for what he had
sold which was Twenty one Pagodas Thirty one Fanams and forty Cash besides
the same Transferrer owned of Thirty three Pagodas for the three pices of Pearls
which the Transferrer told him to deliver him the Pearls he could
not them on the Mount which this Defendant did deliver him the
Pearls he had received which and some days after this Defendant
asking the Transferrer if he had sold all the Pearls on the Mount
Answered no, when this Defendant told him if he would let him
have them he had a good opportunity offered to dispose them but
the Transferrer refused and plainly told him he would employ him
no more then this Defendant demanded the Transferrer to make
up the profit and loss from Account of these Pearls and pay him
the half profit so agreed for his Brokerage which the Transferrer
endeavoring

endeavouring to defer and shuffle off made many Payments to the Plaintiff who advised them to apply to Mr Good or Mr Reynolds whose Partner Mr Merchant who would settle their Accounts better than he could which the Plaintiff agreed to, but they or the Attorney never to Mr Reynolds or the Defendant Mr Mahony has ever since Mr Reynolds having received Intelligence of his Death and that he was indebted to the Plaintiff and therefore applied to the Defendant who promised to pay the Plaintiff but never did but on the contrary the Defendant well knowing the Premises and that the Plaintiff was in Distress for the Payment of the said Debt on the first day of May One Thousand seven hundred and sixty four or the Defendant knowing the Premises but falsely and deceitfully intending to defraud the Plaintiff of the said Debt on the Second day of May in the Year aforesaid and on divers other days and times between that day and the Commencement of this Suit at London aforesaid in the Parish of Saint Mary le Bow in the Ward of Cheap falsely and deceitfully did promise and undertake to the Plaintiff that he the Defendant would well and truly pay to the Plaintiff the said Debt when he the Defendant should be thereunto afterwards and afterwards to wit on the Day and Year aforesaid at London aforesaid in the Parish and Ward aforesaid in consideration that the Plaintiff at the Request of the Defendant had before that time sold and delivered to the Defendant divers Goods Wares and Merchandizes of the Plaintiff at the Defendants Request and for such Goods Wares and Merchandizes as the Plaintiff had sold and delivered to the Defendant at his Request the Defendant was indebted to the Plaintiff in a large Sum of Money to wit in the Sum of Two Thousand Pounds of lawful Money of Great Britain and being so indebted the Defendant

never had any Pearls in his Custody but at times that he was pleased to deliver
home to sell and then the Mrs Defendant directly delivered him the Money he
had sold them for but never received or discounted any share of the profit as
he had agreed to allow for this Defendant to trouble but when this Defendant
made any demand on that head, he always shuffled him off saying he could
not make the Account of profit till he had disposed of the whole he had purchased
Therefore all those charges are false and fictitious, and that Defendant admits
for charge laid as aforesaid in the beginning of this Defendants Answer Forty
three Pagodas fifteen fanams and Sixty two Cash which are as follows Gold
Sundry Pearls Twenty three fanams and twenty Cash as for not twenty three
fanams and fifty Cash, as also to Cash paid to Master Festus Mendelyon
Account of Twenty Pagodas Thirty Nine fanams and twenty Two Cash
which and several Articles amount to forty three Pagodas fifteen fanams
and Sixty two Cash, and all fictitiously dated this Defendant further
saith, he has debited him Indent upon all his false Charges but has given
him no Credit for any Interest for the same on the Credit side but has given
them as false appearance Values of they never money paid him by this Defendant
when he had disposed of any Pearls that he had given him to sell for him but
under several false Dates as this Defendant owed him those sums on
a real Trade, and upwards on the Article of September Fourth Pagoda
Pearls three Seven Pagodas ten fanams and Sixty Cash when
this Defendant had no concern with this Article Every Pearls this
man, he had converted to his own Use therefore he false charges as
aforesaid as on the Debtor Side differing from the Entry of Pearls and
this Defendant saith he hath totally Omitted to give him any
Credit for the following sums One pair of Pearls sold to Pichaypaka
father, seven Pagodas, two pair sold to a Gentleman Merchant Twenty
Two Pagodas and two pair of Pearls Sold to Ramapah Chetty thirty five
Pagodas

1833

To appear before this Honble Court when the Defendant prays may not accept the
Service of this Honble Court would be prejudicing and Conducing to the
Complaints Own Interest —

Will. Leonard
Attorney for the Defendant

Filed 2d July 1765

Int. Replication of Complt
to Madras Plaintiff Complainant to the
Answer of Marmaduke Colby of Madras Merchant
Defendant

This Replicant saving and reserving to himself all and all manner of Benefit and advantage of
Exception to the many Errors and Imperfections and Insufficiencies in
the said Answer contained for Replication hereunto saith that all and singular
the Matters and things in this Replicant's Bill are true to the same are therein
Alleged and set forth, And that the Answer to the said Bill is uncertain
Imperfect and Insufficient in the Law to be replied unto. And this Replicant
further saith, that by Virtue of a Clause of Assurance made the Thirteenth
Defendant doth stand indebted unto this Replicant in the Sum of Two hundred
and Ninety two Pagodas two Fanams and two Cash as set forth in the
Account annexed to this Replicant's Bill of Complaint this Replicant
to the Sum which the Defendant in his Answer admits to be due
for Value of two hundred and Eight Pagodas three more or Less by false, but
this Replicant alleges the Defendant to have Received two Pagodas
Value

181

1854

Sapordas was Sent for the Defendant being Then in Company on the Purchase of
the said Emeralds and because the Defendant would have offered an higher
Price for them Pearls and Emeralds than the Rest and for the Transferee had
been at the last Business the said Purchases promised the Defendant expressly to make
an Offer of Purchase which the Defendant agreed to and was the only Reason that the said
Purchases in Conjunction with the Transferee allowed the Defendant a Gratuity of Thirty
Two Pagodas as aforesaid and therefore have Stated the Defendant expects Profit or
Brokerage on the Purchase thereof when he ought to the Contrary Return the Transferee
and the said other Merchants many Thanks for the Gratuity Received of them
aforesaid for the Transferee of the same Being bought several Pearls and Precious
Stones on his own private Account and Lastly that particular Article about
Eighty odd Pagodas Value in Regard Part of the Defendants to the Answer which forth
of the Purchase of Pearls from Berenger Esq to the Amount of One Hundred and Thirty
Eight Pagodas six fanams and forty four Cash together with those proper Dates when
Purchased, to be false and Common The Replyant or Reply thereto saith that
with Respect to what is Inserted in the Replyants Account Current annexed
to the Bill of Complaint is just and true and in no ways fictious And to put the
same out of the Defendants Power The Replyant begs the attendance of this Honble Court to
what follows, That on or about the month of September in the Year of our Lord
One Thousand Seven hundred and Sixty Six the Transferee the Defendant and
Gundavaddy Pettanabu Chitty agreed to purchase a parcell of Pearls in the
following Condition that Gundavaddy Pettanabu Chitty should have two
fourths and the Transferee and the Defendant should have one fourth part
each of them accordingly the Transferee the Defendant and Gundavaddy Pettanabu Chitty went to the House of the said Berenger
Esq and there purchased the Sum of three hundred and fifty Pagodas worth
of Pearls, the half of which was on account of the Defendant and Transferee and
the other half for and on account of the said Gundavaddy Pettanabu Chitty
which said Pearls were accordingly divided as aforesaid the Transferee
and the Defendant each three hundred Pagodas to the Share of the

Transferee

then the said and above the Defendant was gone before them which Transaction was
on the Year of our Lord One thousand seven hundred and Sixty four as is set forth by the
Defendant in his Answer) that on or about the fourteenth Day of September
in the Year of our Lord One thousand Seven hundred and Sixty One when the
Defendant had Power to dispose of the sole private Account of the Transferor
and not Have brought in Competition according to Agreement And as the same
was done by false and colorous Pretences it was only intended by the Defendant to
keep Harwood possession this Honble Court would order and decree the Payment of the
Replication sum and just Demand And further as the Report doth not
only lay the Matter of this Honble Court to the Defendants Account the
Defendant further answers that he did not make the Replicant or
Transferor an Allowance of Two hundred and Ninety two Pagodas two Fanams and Sixty
two Cash but only an Allowance of Forty three Pagodas Fifteen Fanams and Sixty two
Cash How the Replicant prayed to be Heard before this Honble Court the Substance of the
Defendants Answer and what he does the rest prays to this Honble Court as he shall see
Cause

And afterwards the Twenty fifth Day of August In the Year of our
Lord One thousand Seven hundred and Sixty One, both the Transferor and the
Defendant Exhibited Accounts whereby Balance appeared in favour of the
Transferor to the Sum of Two Hundred and fifty five Pagodas Twenty Fanams
and twenty Cash and which said Exhibited Accounts are hereunto annexed for the Inspection of this Honorable Court whereby does
appear that there is due to the Transferor the Sum
of Two hundred and fifty five Pagodas Twenty Fanams and twenty Cash
by the Defendant as mostly Reported of the Transferor a Time of three Months
and ten days to discharge the same as by the Defendant hereunto Annexed
and desposed some Days before which he had promised
from the Transferor as aforesaid and that whatever Sums of Money should become
to his Hands on the Sale of the said Goods he might well have or then he would
pay him the Transferor and come and the Transferor was to allow him
to discount the Interest for what money he should receive of the Defendant

before

No 1

Defendant explained to him, Thos Kepley and further said the Transferror upon
the Receipt of the said Sum of Money at Tappridy did thereupon the Defendant came
Forth to dispose of and when the Tappridy feast was over the Transferror demanded
back of the Defendant his own Cards that Remained Unsold for when there were other
People present for to buy the Defendant then Replyed to the Transferror, that it was not
proper for him to make the delivery of them before so many People for after all with
per Hands to the Transferror shewed all the Cards that were in the Defendants
hands to belong to him the Transferror, and so the Transferror obtained all the
Cards as aforesaid to Close and say further to him the Defendant and therefore
under a Demand of that Balance of the aforesaid annexed Account Current
Marked B to the upon such a Demand said that what Cards he had purchased
of the Transferror was not then Sold, and desired him to wait for a further
time for the money the Transferror then demanded same Severely for the same as he
did Not find the Defendant to be so honest a Man as he took him to be, who then
told the Transferror that there was some Joys belonging to him on the Estate of
Madm Martha Woodley and mortgaged the Sum of Forty Pagodas Thirty nine
fanams and twenty two Cash, being Interest and Principal, and desired
the Transferror to Redeem them and keep the Joys to himself as Security
for his Money, who then wrote a Letter to the said Madm Martha Woodley to
Receive of the Transferror the said Sum of Forty Pagodas Thirty Nine fanams
and twenty two Cash and to deliver up the Joys that were mortgaged to him
The Transferror after obtaining the said Letter demanded a further Security
of the Defendant for the Money as what Joys he has made to the said Madm
Martha Woodley to be delivered to the Transferror being insufficient to
redeem them and thereby a Dispute Arose and a Complaint was made
to a Subaltern of the said Pagoda who ordered them Joys to Madm Woodley
the said Pagoda, but the Defendant refused to Accord with upon pain to Reckon

Back

Sept

The Acknowledged the Receipt thereof and again said that very Shortly he expected Money from the Northward and that he would discharge the same, sometimes After the Defendant was Again Northward Came Sent for by the Transferrer by Means of the Jew who Accordingly Came then a Demand was again Made of the Ballance of Account Carried Forwards & Brought Down & Bill of Complaint for the Account Carried Forwards Brought Down by the Interest Thereupon as Yet Stated And when by Reading over the said Account to him in Presence of three or four Persons he the Defendant again Owned the Debt and Promised the Transferrer to Send a Bill for Some Money he Daily expected From very Shortly from the Northward, and that as soon as it came to hand he would Discharge the Same, who at the same time in the Presence of the said Persons Desired the Defendant then he would Go to Supper with him but the Defendant Excused himself Saying he was Engaged that Night & Desired the Transferrer to Come Again on the Day Succeeding by the Transferrer Agreed & Came for the same & Divers Times Besides, And the Defendant afterwards Visited him Repeatedly the Transferrer went away to Dinner and upon his Return to Madam the Transferrer finding no Satisfaction Transferred the Debt over to this Replyant, this Replyant further saith that he frequently went to Request the just Demand of the said Defendant

All which Matters and things this Replyant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he hath already prayed

S. Frederick

Attorney for the Replyant

| | | |
|---|---|---|
| 1760 April | To Cash paid for Rent taught by Mrs Pinkerman | 0 10 0 |
| | To Cash | 2 0 0 |
| | To Gold Thread | 2 10 0 |
| | To Cash paid for Dressing the Head | 1 0 0 |
| | To Cash paid for Rent | 0 4 0 |
| | To Bills for Rent taught by Mrs Warwick | 0 2 0 |
| | To Bills for Rent | 2 2 0 |
| May 1st | To Bills for a Rent taught by Mrs Parkinson | 10 6 0 |
| | To Gold thread and Gold for the following Scholars | |
| | For Mrs Parkinson Rent | |
| | for Mrs Warwicks Bills | |
| | for Miss Rent | 17 5 0 |
| | | Pounds 37 16 10 |



| | | |
|---|---|---|
| 1760 August | To Ballance due as per Account Current by Bookes [illegible] | 2 15 0 |
| | To Ballance you proceed to pay on account of Mrs [illegible] | |
| | To Gold thread and Gold for Lace | |
| | To a Carpet | 1 0 0 |
| | To Cash paid for Rent | 0 5 0 |
| November 15 | To Cash paid Mrs Parkinson to Redeem your Gold Watch & Lace | 3 0 0 |
| | To Interest the Usual time from Mrs Pinkerton Books | 0 5 0 |
| | | Pounds 3 7 10 |

Fanguanda Sandy Gully — A — 1763

| | | | | | |
|---|---|---|---|---|---|
| 1763 May | 5 | To Cash Remitted Governor Ford | | 20 | - - |
| | 23 | To Ditto Ditto | Ditto | 20 | - - |
| June | 10 | To Ditto Ditto | Ditto | 14 | - - |
| | 28 | To Ditto Ditto | Ditto | 8 | - - |
| | | | | 62 | - - |
| | | By Balance | | 255 | 26 20 |
| | | | Pagodas | 317 | 26 20 |

Fort St George 20th August 1763
Errors Excepted

Fanguanda Sandy Gully — B — (illegible)

| | | | | | |
|---|---|---|---|---|---|
| 1763 September | 4 | To Cash Remitted you on Parts | | Pf | |
| | | By Ditto | | 3 | 28 |
| | | By Ballance Carried to 2d | | 11 | 18 10 |
| | 14 | By Cash | | 25 | - - |
| | 30 | By Ditto from Coupelly | 13 - - | 55 | 28 10 |
| | | By Ditto to Pagoda Ck | 3 28 10 | 85 | 28 10 |
| | | | | Pf | 35 - - |
| | | By Ballance Due | | 250 | 2 62 |
| | | | Pagodas | 285 | 22 62 |

London 1764
Excepted

1874

No. 1 Court Folder
Sup. Court 1874

Subscribed to this Hon'ble Court the Replycant ought to be required to pay the charges that the Defendant may be put to thereon and further the Defendant positively affirms that the Transferee was advised the same mentioned in his Answer and sold for that reason and to his Agent and then and there paid the consideration already explained by the Defendant in his Answer and which He is reasonably of that nature thereby gaining without any and through that the Transferee was well skilled in the Trade and Legendary knowledge otherwise cannot be employed the Defendant as the Broker was fully satisfied as the Defendants Answer which was admitted by the Replycant on the Replication the Defendant Mohammedans to have accompanied the Transferee to a Trade Merchant and then purchased for the Transferee Coat to the amount of Forty one Pounds Twenty five Pence and Thirty five Cents which the Transferee and the Defendant carried home and he undertook after by the Defendant was Looking after Trade of his own Account and Wages were promised to allow the Transferee half of the Profits which the Defendant says the Replycant cannot produce any proof but that contrary when the Transferee at any time gave the Defendant any Goods to dispose of he immediately paid him the Produce and Carried him for his Brokerage and demanding the same hereto fore provided the Profit could not be adjusted till the whole were disposed of Now the Subscriber to this Hon'ble Court herein concerned humbly prays the Court to advance Money for Costs and that the Defendant as the Produce and Profit thereof taking any Acknowledge must for under his hand the Veracity of this reduction the Defendant will now be appear for the whole of the Replycants Application is only a Compliance of Fabrication of the Defendant as many hundreds remark as this Honble Court know this Defendant further alledges as set forth in his Answer that it is really true that the Transferee did buy Goods to the Amount of Forty two Pounds of Twenty Cents and the Transferee carried them home to his House as his own Property as also the Goods bought of Bramapootra, not is impossible that this Defendant can answer to any particular falsity

as set forth

1st

1777

on or about the month of February in the Year of Our Lord One Thousand Seven hundred
and Sixty four the Transferrer sent for this Defendant and proposed to him that the
Account to credit which plainly demonstrates that he had not a Ballance in the
Replicant sets forth in his Replication under that date or any other date and
this Defendant for their advances that before and since the Replicant had
Suit against this Defendant the Transferrer employed Certain Persons to
intercede with this Defendant to go to Arbitration to settle Accounts but this
Defendant insisted that in case of the Arbitrament the Transferrer should
pay the Charges that so wrong fully put him to which was opposed
by the Transferrer and the Persons employed for Accounts refused to act
unless this Defendant would give Security to indemnify them therefore
he should Recover money from the Arbitrators whereas Defendant was
to appear they had never called them to account had they called on each a
Ballance remained on this Defendant certainly after the Transferrer
Collateral or summary Accusation that he found this Defendant to be somewhat in
debt to him that after such Obligary was made he should have in large
a Ballance without taking a Writing obligatory so that it was proper enough
after Affection like the rest that the Transferrer sent his servant for this Defendant
to come to his house and demand the pretended Ballance and that this Defendant
should desire his patience that he expected Money from the Ballance soon
Claiming as this fatherly when as proceeded to appease an Agreement of Account
was made in regard to what the Replicant sets forth concerning the Transactions
of Trade this Defendant will make appear to the
Court

All which matters and things this Defendant is ready
to aver maintain and prove as this Honble Court shall direct and humbly prays
as in and by his first Answer he hath already prayed

Will.m Cranwell
Attorney for the Defendant

Interrogatories to be administered by the Plaintiff [illegible]
Second Cause of the [illegible] Complainant [illegible]
Name Used by [illegible] Surgeon [illegible] Complainant [illegible]
Duly [illegible]

1st [illegible] 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

2nd [illegible] Are you or are you not related to either of the Parties and
if any of them Particularly and How

3rd [illegible] Were you present at the Execution of the Deed or Instrument
of Writing Dated the [illegible] day of [illegible] and Made between
the Parties to this Cause or any of them and if so Who else was present

4th [illegible] Did you see the Witnesses or any and which of them Sign
Seal and as their Act and Deed Deliver the same

5th [illegible] Do you know the Lands and Premises in the Pleadings
mentioned and Particularly described and if so How long have you known
the same and by what Name or Names are they usually known

6th [illegible] Have you ever been employed by or on behalf of the
Defendant [illegible] to Survey Value or Treat for the Purchase of the
Lands and Premises in the Pleadings mentioned or any and which of them
and if so When and for what Sum or Sums of Money

7th [illegible] Do you know or believe that the Defendant [illegible]
was Seised or Possessed of the Lands and Premises in the Pleadings
mentioned or any and which of them for some Estate of Freehold in Law
or Equity in Possession Reversion or Remainder and if so What Estate
and Interest

8th [illegible] Do you know or believe that the Defendant [illegible]
Mortgaged or Charged the Lands and Premises in the Pleadings mentioned
or any and which of them and if so When and to Whom and for what Sum
or Sums of Money

9th [illegible] Do you know or believe that the Defendant [illegible]
Sold and Conveyed the Lands and Premises in the Pleadings mentioned or
any and which of them and if so When and to Whom and for what Sum or
Sums of Money

10th [illegible] Do you know or believe that the Defendant [illegible]
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Sums of Money

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or any and which of them and if so When and to Whom and for what Sum
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any and which of them and if so When and to Whom and for what Sum or
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Sums of Money

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or any and which of them and if so When and to Whom and for what Sum
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47th [illegible] Do you know or believe that the Defendant [illegible]
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84th [illegible] Do you know or believe that the Defendant [illegible]
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100th [illegible] Do you know or believe that the Defendant [illegible]
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and Gundawardy Polly Purchased Some Goods from Baronzie Days Life Hire.
For how much did they so purchase the same and who paid for them in what
Manner proportions or Shares were they to be Divided When both the same were
And what afterwards become of them? Do you know any Thing of this Transaction fully
and particularly Declare

5th Question Answer Is Answered by the Defendant and Confessed on the Defendants
Behalf Sworn and Examined on the Interrogatories contained in the Bill of Complaint
Sworn Examined and Duly Cautioned to Speak the Whole Truth
Declares

6th Question Did you or did you not at any time Release Discharge or Acquit
to you by the Defendant to the Complainant Mr Wm Wren and by Virtue of that Authority
and on what Account Did you the same Become the Property and Debt of Henry
did he pay you for the Redemption of them Or any Part thereof Or how otherwise?
To which of these Matters further and particularly Declare

7th Question Were or not Mr Wm Wren and Henry Hammond
Mortgage Executed to you by the Defendant and by you Assigned to the
Complainant Mr Wm Wren and if so what Interest Mortgage and Debt were
respectively and for what Sum of Money and if not what other Mortgage
Sum Debt or Interest Do you know of Declare fully and particularly

8th Question Do you verily believe that the Complainant Mr Wm Wren
Mortgage Executed to you by the Defendant and by you Assigned to the
Complainant Mr Wm Wren and if so what Interest Mortgage and Debt were
respectively and for what Sum of Money and if not what other Mortgage
And by the Defendant Henry Hammond to Secure the Said Mortgage
and by the Complainant Mr Wm Wren to Secure the same Debt

Mayors Court
Madras 1st October

Between Thomas Arnold by Thomas Jones
his Attorney Complainant and
Thomas Lely Defendant

A Copy of Interrogatories to be exhibited on the Part and behalf of the Complainant
in the Cause hereafter mentioned —

Interrogatories to be administered to Mr Thomas Hurford Stibbert the Witness
produced on the Part of the Complainant in the Cause depending between
Thomas Arnold Complainant and Thomas Lely Defendant —

1st Interrogatory Do you know the Parties to this Cause or either of them
and how long have you known them or either of them —

2nd Interrogatory Do you know or believe that the Complainant and Defendant
or either of them have been concerned in Trade and Commerce together
and if so state the Nature and Circumstances of such Trade and Commerce
and how long the same continued —

3rd Interrogatory Do you know or believe that any Balance is due and owing
from the Defendant to the Complainant on account of such Trade and
Commerce or any other Dealings and Transactions between them and
what is the Amount of such Balance —

4th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 admitted that there was a Balance
due from him to the Complainant on account of such Trade and Commerce
or any other Dealings and Transactions between them and what Sum
did he admit to be due —

5th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 promised to pay to the Complainant
the Balance due from him to the Complainant on account of such Trade
and Commerce or any other Dealings and Transactions between them
and what Sum did he promise to pay —

6th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 given any Security for the Balance
due from him to the Complainant on account of such Trade and Commerce
or any other Dealings and Transactions between them and what Security
did he give —

7th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 given any Bills of Exchange for the
Balance due from him to the Complainant on account of such Trade and
Commerce or any other Dealings and Transactions between them and
what Bills of Exchange did he give —

8th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 paid any Sum of Money to the
Complainant on account of such Balance and what Sum did he pay —

9th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 given any Goods or Merchandize to
the Complainant on account of such Balance and what Goods or Merchandize
did he give —

10th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 given any Bills of Exchange to the
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he give —

11th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 given any Security to the Complainant
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12th Interrogatory Do you know or believe that the Defendant hath at any
time since the Month of January 1809 given any Bills of Exchange to the
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16th Interrogatory Do you know or believe that the Defendant hath at any
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21st Interrogatory Do you know or believe that the Defendant hath at any
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Richard Sadleir

Mayor Court at
Madraspatnam

Between Thomas Rundell by Transfer of Range
near Lon by Chitty Complainant and Thomas
Lby Defendant

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

Cumbaraty pra Lambo Chitty of Madras Merchant Sworn & 45 Years Mora duly
being produced as a Witness in this Cause on the part of the Complainant sworn the
29th day of November 1765 Sworn & Exd Before Me W.m Dalrymple Mayor
for the Defendant by Compadu who first sworn of the Pagan Religion & Pagan Book
of the said Deponent and afterwards on the same day being sworn and Examin
deposeth as follows

To the first Interrogatory this Deponent saith he cannot depose but he com-
plainant did purchase the Company's 20 Years and the Defendant's 9 Years as
in the Bill —

To the third Interrogatory this Deponent saith that he owned of the Company's
Lascarannapah Chitty purchased one Sixth and Covenanted to pay the rents from
Mr Bayley to the amount of two thousand four hundred Pagodas to the 25th
mentioned the Company and this Deponent had one half for the whole between
them and Lascarannapah Chitty had the other half whether the Defendant had
any Share along with the Company's Lascarannapah Chitty in the said Sixth
or Covenanted in any manner whatsoever as appears in some of this Deponents
Books and the said Covenants and Books were shewn to and by Cutore in the
Lascarannapah Chitty's House for what does this Deponent does not well know the

Sixth answer Deponent saith according to the Proportion in them
and to the best of this Deponents Knowledge the Company's
Lascarannapah Chitty made appeal to the Defendant for his Release
when they purchased the said Covenants now this Deponent

knows

1814

Richard Sullivan

Major General
Hartford

Sir

Herapeth Cowstad
Hedvig Jeatsman

Between Thomas Arnold by Jonathan Hoare
his Attorney in the Cause depending in the Court of Exchequer
Plaintiff
and
Herapeth Cowstad and Hedvig Jeatsman Defendants

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

Hesterapeth Cowstad of Madras Merchant aged 46 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 29th day of December 1765 sworn at the Office of Mr. Wilson Examiner of the Court of Exchequer and being duly Examined on the Interrogatories in the Complainants Bill of Complaint and also on the Interrogatories in the Defendants Answer to the said Bill of Complaint severally deposeth as follows viz.

To the first Interrogatory this Deponent saith he hath not any Concern with the Complainant but knows the Defendant Hedvig Jeatsman

To the fifth Interrogatory this Deponent saith he hath been acquainted with the Defendant at Negapatam by the Space of two Years and upwards the Defendant at that time paid to the Complainants Father the Complainant Arnold the Defendant Fifteen hundred Pagodas which was to defray that the Defendant made answer should mortgage some Lands to Hester Cowstad of Madras for forty Pagodas you may pay him the amount of the Principal and Interest due from me to him and receive the Papers from him for which Purpose I shall give you a Letter to him the Complainants having no Use for the Letter sent to the Brother at Madras, he delivers to Hester Cowstad the Letter which the Complainant Arnold gave him for the Purpose aforesaid and the said Hester Cowstad delivers to the Deponent the Letter which the Defendant Hedvig Jeatsman gave him for the Purpose aforesaid which Letters are hereunto annexed and this Deponent knows no more to the Interrogatories

Hesterapeth Cowstad

Sworn before me
Wilson Examiner

Hedvig Jeatsman

Sworn before me
Wilson Examiner

Richard Sutton

Plaintiff

Mayor Courtad

Defendant

The

Hon.ble Court at

Madrespatnam.

The Petition of Richard Andrews

Late Resident

of Vizagapatam

Humbly Sheweth

That your Petitioner has been

[illegible]

[illegible]

[illegible]

day of November 1765 came at the Office of Mr William Cannell Attorney for the
Defendant by Examinate who Affirmed of the same Affidavit Plaintiff Sworn
Examined and Affirmed on the same day being Sworn and Examined Depositions
following Viz.

Viz. ... The first Interrogatory this Deponent saith he is not acquainted with the
Complainant but has known the Transferrer 15 Years and the Defendant 2 Years
or thereabouts

To the 2nd Interrogatory this Deponent saith he was employed by the
Transferrer as the Transferrer hath informed this Deponent Brother
William Chilly and received by the Transferrer Notes of the Defendants Account
the Transferrer informed this Deponent to this Deponent Accordingly went to
the Brother, whereupon this Deponent by Direction of Mr Chilly the Defendant
being present whereupon Mr Defendant Stood Indebted at first to the
Transferrer one hundred and fifty Pounds which Defendant Mr Chilly
Chilly asked the Defendant what he had to say about Mortgage? the Defendant
said Answer Shew Mortgage to the Transferrer some Notes and paid him
part of the said Sum at Sight the Balance now remaining Defendant
Answered in Two hundred and Thirty Pounds and did which he will pay
on account Money Expect from the Northward Army

To the 3rd Interrogatory this Deponent saith the account now shewn
to him are the same as was shewn to the Defendant as the Transferrer More
this Deponent knoweth not to the 3rd Interrogatory

Richard Sadleir

Examined

Benjamin Bowen Clerk to Transferrer

Examined Sworn Affirmed by Complainants
Examined Sworn Defendant

Examined

Richard Sutton

Hampshire Court Ad
Middlesex pleas Roome

Between Thomas Clark Assignee by transfer of Thompson
Tenby Esqr Captain and Commander of the Ship
Defendant

Deposition of Witness taken on the Court by and before the Commrs
on the Court as followeth

Thomas Parker of Madras Mariner aged 28 Years or thereabouts being produced
as a Witness on the Court on the part of the Complainant sworn the 29th day of
November 1765 deposeth & saith as follows

To the first Interrogatory this Deponent saith he is acquainted with the Complainant
but has known the Ship Thompson Tenby and the Defendant Commander
To the second Interrogatory this Deponent saith he was present in the Road of Sumatra
when the Thompson Tenby sailed for the Port of Fort Marlborough
from the Roads of Sumatra aforesaid and this Deponent further saith that the
Ship Thompson Tenby was then bound to Fort Marlborough aforesaid

To the third Interrogatory this Deponent saith he was present in the Road of Sumatra
when the Thompson Tenby sailed for the Port of Fort Marlborough
from the Roads of Sumatra aforesaid and this Deponent further saith that the
Ship Thompson Tenby was then bound to Fort Marlborough aforesaid

To the fourth Interrogatory this Deponent saith he was present in the Road of
Sumatra when the Thompson Tenby sailed from the Roads of Sumatra
aforesaid for Fort Marlborough aforesaid and this Deponent further saith that
when the Thompson Tenby sailed from the Roads of Sumatra aforesaid
for Fort Marlborough aforesaid she had on board one hundred & Ten
Passengers besides Seamen and this Deponent further saith that the
Defendant Richard Sutton Esqr Commander of the Ship Thompson Tenby
aforesaid received on board the Ship Thompson Tenby aforesaid
from the Roads of Sumatra aforesaid for Fort Marlborough aforesaid
the Sum of Forty Pounds of Lall to be paid to the Complainant
Thomas Clark or his Assignee on the Arrival of the Ship Thompson
Tenby at Fort Marlborough aforesaid and this Deponent further saith
that the Ship Thompson Tenby arrived at Fort Marlborough aforesaid
from the Roads of Sumatra aforesaid in about Six Weeks or
thereabouts

Richard Sutton
Commander

Hampshire Court Ad
Middlesex pleas

Between Thomas Clark Assignee by transfer of Thompson
Tenby Esqr Captain and Commander of the Ship
Defendant

Deposition of Witness taken on the Court by and before the Commrs
on the Court as followeth

Thomas Parker of Madras Mariner aged 28 Years or thereabouts

consent taken and either procured Consent and duly paid for the said purchase and
whereabouts was the said partners come to, or who was the next purchaser
despised of Papers known or do you and Survey of any part of the said purchase, was
expose to purchase Sale of the which person or persons bought the same, and to
which consent and which general by or grounds to him, did at what time or place, the
whole you know or believe to the matter, from the beginning unto the end and how
you came to know the same fully and particularly declare.

Sir Humphrey Hill. Did you order you not pay or cause to be paid to Hardyford and
any sum or sums of money or consent for purchase made of Messrs Ruby
of the which consent had you particularly assert.

Sir Jasper Luce. Are you or are you not employed by the Transferrers vending for the
Defendant to work and perfect any part of the said parts which place made
and for to, did Lucy you employed in the same, when did receive the from
whom was the same purchased and how or the same came to the last of your
knowledge particularly Declare.

Sir Hill. Did you ever know or hear of any Sale being made by the Defen-
dant to any Person of Persons of the said Premises or Lands were the same sold
to, and for what sum or sums of Money, and by whom was it paid to and when and
where fully and particularly declare.

Sir Symonds Hill. Do you ever see your acquainted of the Defendant departing of any
Land Lordship of the whose property were they and for what sum or sums of
Money and whom did he pay the said money or any money to the which you
have touching the matter fully and particularly Declare.

Sir Mercer. Do you know or do you not know of any dispute that happened between
the Transferrers and the Defendant, Property of the which consent and how did
they proceed in the dispute, the particulars you know touching the matter
fully and particularly Declare.

Sir Henry Hanby
Compton Hill
Sir Edw Coxe } Are you or are you not acquainted of the Defendants going into the
Hall Esqr Court of Exchequer at what Year month or day, to what part of the County he
go and what day month or Year he returned from thence, to the place to the
best of Your memory fully and particularly Declare.

Interrogatories on the part of the Defendant Thomas Dickens Esqr of Thavies Inn London Gentleman to be administered to Richard Sullivan Esqr one of the Witnesses named in the Commission issued in this Cause on the part of the Defendant

1st Interrogatory

What is your Name Profession Age and Place of Residence

2d Interrogatory

Were you in the Service of the Honble East India Company in the Year 1792 and if so in what Capacity

3d Interrogatory

Were you present at the Siege of Bangalore in the Year 1791 and if so were you then in the Service of the Honble East India Company

4th Interrogatory

Were you present at the Siege of Bangalore in the Year 1792 and if so were you then in the Service of the Honble East India Company

5th Interrogatory

Were you present at the Siege of Seringapatam in the Year 1792 and if so were you then in the Service of the Honble East India Company

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301st Interrogatory

Were you present at the Siege of Seringapat

Richard Sallows

Harper's Court

Hadrespatnam

Between Thomas Smith Complainant &

Hannah Soby Defendant

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

Thomas Thos Smith of Madras Merchant Aged 40 Years a Shareholder being produced as a Witness in this Cause on the part of the Complainant was on the 6 day of January 1766 Sworn and the Office of Mr Thos Sykes Attorney for the Complainant by Compass who Deposeth the same Letter and Receipt dated the 5th December and hereunto annexed being shown to Deponent as follows viz —

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but has known the Defendant 20 Years or thereabouts

To the 2d Interrogatory this Deponent saith as therein mentioned Deponent was Cashier to the Company and Receiver from the Defendant and the Company's Servants Compass four Pardo's fanam upon the Defendant and the Company's Account for twenty two Pagodas three days afterwards Compass told the Defendant came to this Deponent demanding from him the money or the Note but the Note not being then drawn Pagodas for the other two Parts this Deponent told the Defendant only his custom in them this Deponent gave unto the Servant of the Defendant who had come along with his Father the Defendant does know this Defendant to prevent delivered the two Parts and the money unto Compass but does not this Deponent depose the rest to this or to the last Interrogatory —

Richard Sathom

Examined

Harper's Court

Between Thomas Smith Complainant &

Hadrespatnam

Hannah Soby Defendant

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

Thomas Smith of Madras Merchant Aged 40 Years a Shareholder being

1 ..... To the first Interrogatory this Deponent saith he was not acquainted with the Complainant
but has known the Defendant 10 Years or thereabouts

2 ..... To the Eighth Interrogatory this Deponent saith the Defendant went to Coppella
in the month of September in the Year 1766 and continued there about one Year
as to the best of his Memory Where this Deponent depose the said to be to the best
of Rudolph & Marbry
Interrogatory —
Richard Sadbrow
Examiner

Harpers Court at
Hobart pasha
Between Thomas Child Complainant and
Thomas Lee Defendant
Deposition of Witness taken on the Court before the Examiner on
the Court of Chancery
Thomas Child of Madras Merchant Aged 40 Years Sworn & duly Examined
on the Part of the Defendant upon the Edge of January 1768
Shown at the Office of Mr Johnson Attorney for the Complainant by Enquire who
left a note of the name Edward Place of abode of the said Deponent and Residence
on the same day being shown the Examiner deposeth as follows viz

1 ..... To the first Interrogatory this Deponent saith he is not acquainted with the Com
plainant but has known the Defendant 10 Years or thereabouts

2 ..... To the Eighth Interrogatory this Deponent saith the Defendant went to Coppella on
the month of September in the Year 1766 along with this Deponent people and
aboard of the Ship Carnatic Months ago before the Defendant went to Coppella
this Deponent asked the Defendant where those Goods were he had bought of
Peter Reynolds knows the Defendant did say were at Bandon (but as the Ship Reynolds
knows the Defendant did say were at Bandon (but as the Ship Reynolds
knows the Defendant went to the Straits and this Deponent understood that
Deponent never saw more this Deponent deposeth not to this or to the best
of Thomas Child
Interrogatory —
Richard Sadbrow
Examiner

No. 124

Warrant
Headquarters
Continental Army

Richard Sibbins
Corporal
Major General
Heath's Division

Complainant to know the Defendant's Answer thereto

the } Interrogatory the Complainant saith, in December of the Year 1764 the Defendant
and the Complainant were coming to the Transport Lance in the Black Town of
Madras at which time the Defendant owed to the Transport Boy Brother six
Pagodas which Sum the Complainant gave the Defendant Orders to receive
of the Transport Boy and the Defendant accordingly received the same
and paid the Transport Boy Brother the Money accordingly and the
Transport Boy Brother then gave the Defendant a Receipt in full for
the same which the Complainant is ready to produce and shall be
craved leave to read as Evidence in this Cause when Occasion shall require

Richard Sullivan

Examined

Mayors Court
Madrasapatnam

Between Thomas Lovell Complainant and
Ramma Saby Defendant

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

Sido Pomboy of Madras Merchant Aged 30 Years or thereabouts being produced as a
Witness in the Cause on the part of the Defendant and sworn the 6th Day of January
1766 before me at the Office of Mr Sidambaram Attorney for the Complainant by Caupa
who left each of the answer Title and Place of Abode of the said Deponent and
afterwards on the same day being sworn and Examined deposeth as follows viz

To the first Interrogatory the Deponent saith he cannot depose with the Complainant
but has known the Defendant 3 Years or thereabouts

To the 2nd Interrogatory the Deponent saith, in the Month of February of the Year
1765 he has some Goods sold to the Defendant at the Defendants House
the Deponent at that Time not knowing the Defendant or the Complainant and
to have gone to the Defendants House where he met the Complainant who

Story

Cross Interrogatories on the part of the Defendant to be put to Richard Sattom Esq.

1st Do you know the Defendant Thomas Clarke of the Town of Liverpool Merchant and did you ever receive any Letter or Letters from him relative to the Business of the Ship Mary Ann of which you were Master and if you did what were the contents of such Letter or Letters

2nd Do you know Mr. Thomas Leech and did you ever receive any Letter or Letters from him relative to the Business of the Ship Mary Ann of which you were Master and if you did what were the contents of such Letter or Letters

3rd Do you know Mr. Thomas Leech and did you ever receive any Letter or Letters from him relative to the Business of the Ship Mary Ann of which you were Master and if you did what were the contents of such Letter or Letters

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210th

Marquis Cornwallis
Madrapatnam

Present

Arthur Wellesley Esqre. Major
Anthony Sadlier Esqre. Chorley South
Edward Macrey Esqre. Messrs. Scott
Hutchinson

Hendaye le 15 Juillet 1966
Anne Lemaire

Lieut. Col. Commanding the Land and Sea Forces employed on the Expedition against Manilla and Dependencies

Sir

Having received Information that the Spanish Settlements in the Philippine Islands were in a defenceless State, and that the Capture of Manilla and Dependencies would be an easy Conquest, I resolved to attempt the Reduction of them, and accordingly sailed from Madras with the Troops under my Command, on the 21st of July last, and arrived off Manilla on the 23rd of September following. On the 24th I landed the Troops at Malate, and immediately summoned the Place to surrender; but the Governor returned for Answer, that he would defend it to the last Extremity. On the 25th I ordered the Troops to march to the Attack of the Town, and the Enemy were driven from all their Posts, and pursued within the Walls of the City. The Troops encamped that Night on the Ground they had gained, and on the 26th broke Ground before the Walls of the City, and opened a Battery of 10 Guns against the Bastion of the Gate of St. Jago, and another Battery of 4 Guns against the Bastion next to the Gate of St. Antonio. On the 29th the Governor sent out a Flag of Truce, desiring to capitulate, and Articles were agreed upon and signed the same Evening, a Copy of which I have the Honour to enclose herewith for your Information. On the 30th the Troops marched into the City, and the Standard of Great Britain was hoisted on the Bastion of the Gate of St. Jago, and the British Troops took Possession of the Gate of St. Antonio. The Governor and Garrison marched out of the City with the Honours of War, and laid down their Arms on the Glacis of the Bastion of the Gate of St. Jago, and became Prisoners of War. The Governor and Garrison consisted of 2,200 Men, besides Militia, and the Number of Guns mounted on the Bastions and Batteries amounted to 53 Pieces of Cannon, and 4 Mortars. The Loss sustained by the Troops during the Siege was 3 Officers killed, and 1 Officer and 4 Men wounded; 1 Sergeant and 3 Rank and File killed, and 1 Sergeant and 16 Rank and File wounded.

1766

Demand of Perusal prayed for and Record ordered as soon as may become due thereafter

Recorde of Capitall Appeal & Answer Ordering Transmission of Charter Papers &c

&c &c &c Process to transpire on Demand of Copies &c by Issuance the Common

Counsel of the Second Part and the Congregation shall thereupon Deliver up to the

Defendant the Possession of Barony Lands &c from Martin Shubrick Mandatory

by the Congregation and that the Defendant shall pay all Costs of this Suit

Per Curr

Court of Appeals
Hardwicke Parliament

Saturday 8th May 1766

Peter Hamerton Esqr Appellant
&
Thomas Lloyd Respondent

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the record & the Acts of the Worshipful the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the Eighteenth day of March last past and upon due consideration had of the Matters therein severally contained and of the pleadings and Arguments used by the Attorneys on both sides this Court doth Order and Decree doth accordingly Order and Decree that the Decree of the Worshipful the Mayors Court given in this Cause do stand confirmed and that the Appellant & Petitioner do Leave dismissed with Costs

Per Curr W. Woodland
Clerk

Petitioned
11th July 1766

To the Worshipful the Mayors Court
at Hardwicke

Humbly Complaining Sheweth to this Worshipful Court
Your Petitioner Esqr Hamerton Merchant that Whereas Thomas
Lloyd Esqr Attorney at Law & Solicitor to the Lords Proprietors
and Governor of Pensylvania and Counties annexed Plaintiff
Thomas Hamerton Esqr Defendant in an Action of Debt
for Rent &c Returnable to the Court of Common Pleas held
at Philadelphia in and for the City and County of Philadelphia
on the Second Monday in March Instant

Dr. Cannonpakam Venkatachellam and Cannonpakam Kyathachellam Moorthy &c.

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1765 Dec. 31 | To Cash brought forward as per Last Account | 66 | 26 | 0 | 1765 Dec. 31 | By Cash Received | | | 20 | 0 | 0 |
| | | | | | | By Balance due | | | 46 | 26 | 0 |
| | | 66 | 26 | 0 | | | 66 | 26 | 0 | | |

Errors Excepted

Fort St George the 5th Feby 1766

Pagoda

Mayors Court at Madrespatnam

Tuesday the 8th day of April Anno Domini 1766

Present

Arthur Cubbon Esquire Mayor

Peter Manielle — Authon Lindsay

Reynold Adams — Aldermen

Between Cannonpakam Moorthy Merchant

Plaintiff and Cannonpakam Venga

tachellum Pedaya also of the same

place Merchant Defendant

Plaintiff

Not served

Appearing by the Records of this Court that the Defendant hath been served with the usual Rule to answer the Complainants Bill, but Wilfully and Obstinately absents etc. Wherefore thereupon it is Ordered Decreed and Adjudged accordingly, Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of Forty six Pagodas and twenty six fanams Pagodas 46. 26. together with such Interest as

of two hundred and fifteen Pagodas with all such Interest as may accrue thereon
for Seven whole Months from the Date hereof

Know all Men by these Presents that I Madgi pillai Aya Head Cast Inhabitant of Madras
Merchant am Commonly called and Known by the Name of Chagrem
Aya Son of Madras pillai and I do acknowledge my self to be and appear
from Seven Commonly Called Christians Name and place to be the Honorable Court
present and appear to Me as above to answer and Conform to the Agreement Underwritten
Given Commonly to the Honorable Court this 28th Day of January

Wm Lukis
Attorney for the Complainant

Madras 28th January 1766.

We Chagrem Mooda Modelliar and Chenambe Mudaly do severally
give our Mortgage Obligation to Fortune Solomon & Salvagnac Man of Business
and fifteen Pagodas Current Money of Madras for which we have Mortgaged hitherto
Houses Rents & Sale which Sum is to be paid on the 8th Day of March next
on default of payment Item Houses Cannot to be sold to any Person Persons for the sum
of Seven and you are to receive Interest for which Day may be sold down by
Shaven Pagodams Signed

Mooda
Chenambe

Witness
Thos Jones
Merchant

Wm Lukis
Attorney for the Complainant

Edwd Lyster
Clerk to the Court

Your Orator to the Honorable Court of Chancery of Pennsylvania
sitting in Equity at Philadelphia Humbly Complaining Sheweth
That by the Records of this Honorable Court it doth manifestly
appear that on the Second Monday of December Term
in the Year of our Lord One Thousand Seven Hundred and
Seventy Eight a Writ of Capias ad Respondendum issued out of
this Honorable Court at the Suit of Thomas Mifflin Esquire
against Your Orator and Others Returnable to the Second
Monday of March Term then next following at which
Time Your Orator appeared and Filed Bail and
afterwards on the Fifth Day of April in the Year
aforesaid Your Orator Filed his Declaration in this
Honorable Court against the said Thomas Mifflin
in a Plea of Trespass on the Case upon Promises
to which Declaration the said Thomas Mifflin
afterwards on the Fifth Day of May in the Year
aforesaid Filed his Plea by Attorney in this
Honorable Court and Issue was Joined between
the said Parties in the Month of June in the
Year aforesaid and Your Orator Further
Sheweth that the said Thomas Mifflin
afterwards on the Fifth Day of July in the
Year aforesaid Filed his Replication in this
Honorable Court to which Your Orator
Filed his Rejoinder in the Month of August
in the Year aforesaid and Issue was Joined
between the said Parties in the Month of
September in the Year aforesaid and Your
Orator Further Sheweth that the said
Thomas Mifflin afterwards on the Fifth
Day of October in the Year aforesaid
Filed his Surrejoinder in this Honorable
Court to which Your Orator Filed his
Rebutter in the Month of November
in the Year aforesaid and Issue was
Joined between the said Parties in the
Month of December in the Year aforesaid
and Your Orator Further Sheweth that
the said Thomas Mifflin afterwards on
the Fifth Day of January in the Year
aforesaid Filed his Surrebutter in this
Honorable Court to which Your Orator
Filed his Rejoinder in the Month of
February in the Year aforesaid and
Issue was Joined between the said
Parties in the Month of March in the
Year aforesaid and Your Orator Further
Sheweth that the said Thomas Mifflin
afterwards on the Fifth Day of April
in the Year aforesaid Filed his Surrejoinder
in this Honorable Court to which Your
Orator Filed his Rebutter in the Month
of May in the Year aforesaid and Issue
was Joined between the said Parties in
the Month of June in the Year aforesaid
and Your Orator Further Sheweth that
the said Thomas Mifflin afterwards on
the Fifth Day of July in the Year
aforesaid Filed his Surrejoinder in this
Honorable Court to which Your Orator
Filed his Rebutter in the Month of
August in the Year aforesaid and Issue
was Joined between the said Parties in
the Month of September in the Year
aforesaid and Your Orator Further
Sheweth that the said Thomas Mifflin
afterwards on the Fifth Day of October
in the Year aforesaid Filed his Surrejoinder
in this Honorable Court to which Your
Orator Filed his Rebutter in the Month
of November in the Year aforesaid and
Issue was Joined between the said
Parties in the Month of December in the
Year aforesaid and Your Orator Further
Sheweth that the said Thomas Mifflin
afterwards on the Fifth Day of January
in the Year aforesaid Filed his Surrejoinder
in this Honorable Court to which Your
Orator Filed his Rebutter in the Month
of

L.576

(D.º Sunny Garden Corroboration Act. 1st Cont. 18 Geo. 3 Cap. 12 &c.

| 1754 | | | | | | 1755 | | | |
|---|---|---|---|---|---|---|---|---|---|
| June 24 | To Cash Cost on the Day all your Respondentia Bond from Lucas to Marshall and from thence Back to Adams | 100 | | | | | | | |
| | To Respondentia at 25 p Cent for Engage as Recited in the said Respondentia Bond | 50 | | | | | | | |
| | To Interest on Pagodas 50 from the 16 August 1755 to the 16 Aug.t 1756 One Year at 8 p Cent p Annum | 4 | | | | | | | |
| | Pagodas 200 | | | | | | | Pagodas 200 | |

Errors Excepted
16 Aug.t 1756

Grand Exceptd
16

Known all Men by these Presents that I Sunny Garden Esq.r of Madras Merchant have truly Indebted and do hereby Covenant unto Richard Hall Esq.r of Madras Merchant his Executors Administrators and Assigns the Sum of Two Hundred Pagodas Lawful Money of Madras together with all the Interest that may hereafter become due thereon for the Same Sum to be Computed from the Day of the Date hereof at the Rate of Eight p Cent p Annum and Moreover Binding Myself my Heirs Executors and Administrators and all my Estate Real and Personal whatsoever and wheresoever to the true Performance of these Presents

And I the said Sunny Garden do Covenant for Myself my Heirs Executors and Administrators and every of them with the said Richard Hall his Executors Administrators and Assigns that I will well and truly pay or cause to be paid unto the said Richard Hall his Executors Administrators or Assigns the Sum of Two Hundred Pagodas with Interest for the same according to the Tenor and Effect of these Presents

And

Sworn and subscribed
24th September 1760

Sett Sworn of Thomas Goodale
Servant to the Rev.d Dr Hodson Subscribed
Defendant to the Bill of Complaint of
Thomas Howell & Eag the same place
Subscribed 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, uncertainties and insufficiencies and imperfections in the said Bill
contained for Answer thereunto or unto so much thereof as this Defendant is
advised & believes material or necessary for him to make Answer unto He this Defendant
Answereth and saith That he doth not believe or doubted to answer the Complainant
Complainant in the sum of Ninety Pounds, as set forth by the Complainant in
his Bill of Complaint nor any other sum or sums of Money or Money matters
or any part thereof amounting to Ninety Pounds Provided the sum
Ten Pounds & Pounds as Respondentia which this Defendant discharged to
Thomas Williamson Proudlove in his Lifetime on the following Manner
at fifty Pounds at four several times to the Amount of two Hundred Pounds
as appears from the Account thereof annexed to the Complainants Bill of Complaint
and for the remaining Balance thereof to Brandon Proudlove, this Defendant
expects to be severally to pay to Balance this Defendant humbly
prays that of there remains any Balance due & owing to the said
Complainant Intermixed with Usury upon to this Honble Court the same
may be paid & allowed to the said Thomas Williamson Proudlove Pursuant to the
Directions of the Act in such Case made & provided

Exempt

Filed and filed
[illegible]

1865

2 ..... To the second Interrogatory this Deponent saith He did draw out the Instrument
a Paper Writing now shewn to him purporting to be a Respondentia Bond or Obligation
from the Defendant to Alexander Reed also deceased at the request of the Father
the Defendant about twelve years ago at this Deponents house This Deponent
knows well wrote by order of the Defendant to whose by the consent of the Transferee
the Defendant in the name of the Witnesses mentioned in the said Bond or
Obligation which formerly was the custom and is as binding as if the Defendant
had signed his own name to the Bond and the Witnesses there to the said Bond
This Deponent further saith that he himself has paid off the Principal of the said
Obligation which is for two hundred Pagodas to the Transferee at four different
payments the respondentia on the said two hundred Pagodas being fifty Pagodas
and some small money also among to the Transferee thereon This Deponent
not then being able to discharge having some other debts on his hands wanted to go
away to Fort St. David the Transferee being informed of it came to this Deponents
house at 10 o'Clock at night with a Peon and told this Deponent that if he did
not discharge the money due on the Respondentia Bond he would not let him go
Fort St. David upon which this Deponent requested an Ramanaden then
present to pay off to the Transferee the Respondentia and the Ramanaden on the
said Bond & Ramanaden promised he would the Transferee agree to on the
said promise and let this Deponent go away to Fort St. David where he staid
two Years This Deponent afterwards returned to Madras where he has been near
ten Years and never heard one word concerning the said Obligation till about
Six months ago the Transferee one came to this Deponent demanding the
payment of the Respondentia on the said Bond, this Deponent told him he
had transferred over the payment of the same to Ramanaden, to which the
Transferee his Father had agreed - six months afterwards a Portuguese man
came to this Deponent & the said Bond & he has ever since
demanding Payment of this Deponent & this Deponent says & have nothing to do with that,
having transferred over to Ramanaden the Transferee has been dead about
four or five Years since this Deponent departed from this, as to the rest
of the Interrogatory -

Richard Sutton

Examined

1840

Richard Sutton

Mayors Court at Madraspatnam

Tuesday the 15 day of April Anno Domini 1766

(L.S.)

Present

Sir Robert Cuthbert Esquire Mayor

John Delavoie — Anthony Sadlier

Reynold Adams — Charles Smith &

Edward Harvey — Aldermen.

Between Thomas Arnold of Madras Inhabitant Complainant and Mary Gabriel Lemon Widdow & Executrix of the Estate of Peter Gabriel Defendant

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 and the Defendants Answer Replication, Rejoinder, the Complainants Surrejoinder, the Defendants Rebutter, the Interrogatorys and Depositions on the part of the Complainant with the Respondentia Bond annexed, the Interrogatories and Depositions on the part of the Defendant on hearing the pleadings made use of by the Attorneys and due Consideration had thereon. Appearing to the Court that the Defendant have acknowledged the Execution of the Obligation sued for and have not produced sufficient Evidence that the Premium and Interest due thereon have been discharged. This Court doth therefore think fit to Order and Decree and do hereby Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Ninety Pagodas Pagodas 90 — fo together with the such Interest as is or shall hereafter become due thereon until the

fame

Full proceedings and Judgment of the Court

Star

Received filed
6th April 1765

To the Worthe the Mayor
Court of Hustings

Humbly Complayneth

and thirty one pounds together with all such Interest as may or shall hereafter become due thereon after the rate of five pounds per Cent per Annum. And also all Costs of this Suit.

May it please this Honble Court to cause the said Hannah Chilly to be summoned and required by the Sheriff of Fort William George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court for that purpose appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

James Hathaway
Attorney for the Complainant

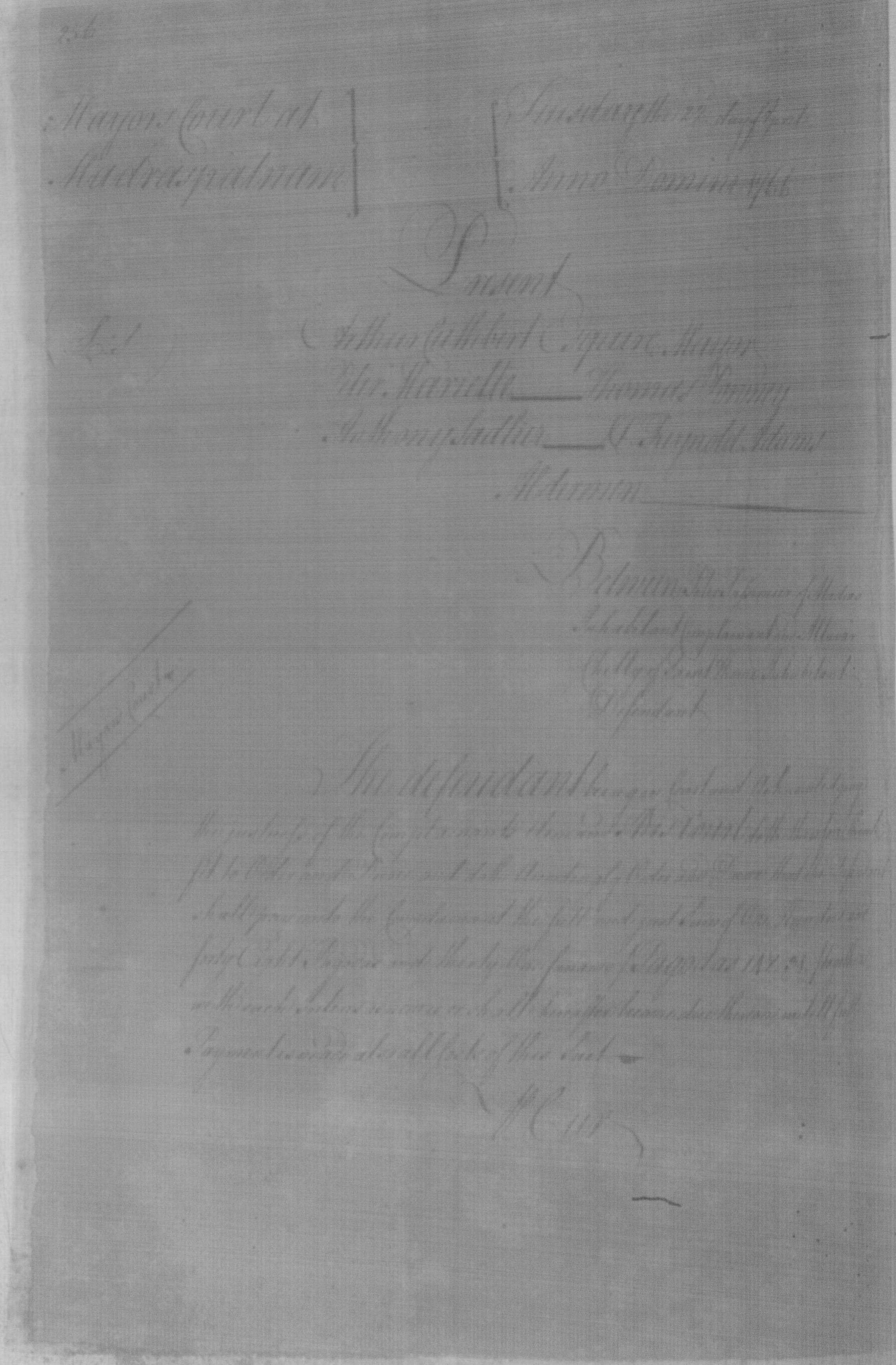
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D.r Hannah Chilly in Account Current with Peter Papamiou &c.

| 1766 | | | | | | |
|---|---|---|---|---|---|---|
| June | 28 | To Cash lent you this day upon your Mortgage Obligation | 140 | | | |
| | | To Interest on Pagodas 140 from the 28 June 1766 to the 18 April 1766 in q.r 20. @ 8 P Cent | 8 | 39 | | |
| | | To Interest | | | 1766 | |
| | | Pagodas | 148 | 39 | April 18 By Balance due Pay | 148 39 |

Fort St George the 18 April 1766

E. & P. Papamiou



Filed the 27th July 1765
Read the 28th Do

To the Hôble the Mayors Court
at Fort St George

Humbly Complaining Shew to this Hôble Court
Your Orator William Hannon of Madras Merchant when as Mawlauee
Ramah Buddarah of the same place Inhabitant stands Indebted to your Orator
in the full and just Sum of Two Hundred and forty two Pagodas seventeen fanams
and Sixty Cash Current Money of Madras making in Sterling money of Great
Britain Accounting every Pagoda Eight Shillings the sum of three hundred
and Twenty six Pounds Fourteen Shillings in Sterling Money as by Bond
Bearing Date with these Presents more fully and at Large appear Which Bond
Your Orator is ready to produce to this Hôble Court which was Assigned over to Your
Orator by Hyder Hoodee Peshwah late of the same Place Merchant and
which Your Orator prays may be Admitted as Part of this Your Orator's Bill
of Complaint

Your Orator further Sheweth to this Hôble Court that he
hath frequently and in a Friendly Manner demanded Payment from the
said Mawlauee Ramah Buddarah of the said Sum of Three hundred and
forty two Pagodas seventeen fanams and sixty Cash

But now so it is may it please this Hôble Court that
the said Mawlauee Ramah Buddarah Obstinately and wilfully refuses to
give your Orator any Manner of satisfaction Touching the premises Your Orator
therefore prays a Genral Subpoena to this Hôble Court shall appear
before this Hôble Court to Answer the premises and to Stand to perform
agreeable to Equity and your Honours Decree

To the end therefore that the said Mawlauee Ramah
Buddarah may upon his Corporal Oath true and perfect Answer make to all
and Singular the matters and things herein before alledged and set forth, as fully
to all Intents and Purposes as if the same were hereupon
repeated and he Interrogated and be decreed to pay unto your Orator the aforesaid
sum of Three hundred and forty two Pagodas seventeen fanams and sixty Cash
as also all Costs of this Suit

May

(No 5.)

## Mayor Leer Ramah Puddamah Merchant in Account with the Myso Woodtickisbank

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1763 Sept 15 | To Cash lent you upon your Obligation of this date | | 1000 | | 1763 March 12 | By Cash | | 100 | |
| | To Interest at 8 Pc from the 15 Sept 1763 to the 15 July 1765 = 1 Y 10 M @ 8 Pc Cent P Annum | | 147 | 27 60 | | By Interest at 8 Pc from the 21 March 1764 to the 15 July 1765 = 1 Y 3 M @ 8 Pc Cent P Annum | | 10 | 16 60 |
| | To Ditto on your Obligation of this date | | 200 | | May 6 | By Cash | | 200 | |
| | To Interest at 8 Pc from the 6 Sept 1763 to the 15 July 1765 = 1 Y 10 M @ 8 Pc Cent P Annum | | 23 | 10 40 | | By Interest at 8 Pc from the 6 May 1764 to the 15 July 1765 = 1 Y 2 M @ 8 Pc Cent P Annum | | 17 | 2 40 |
| | | | | | 21 | By Cash | | 100 | |
| | | | | | | By Interest at 8 Pc from the 21 May 1764 to the 15 July 1765 = 1 Y 1 M @ 8 Pc Cent P Annum | | 8 | 1 20 |
| | | | | | | | | 427 | 20 40 |
| | | | | | | By Ballance | | 982 | 9 60 |
| | Payadas ... remains | | 1370 | 38 00 | | Payadas | | 1370 | 38 00 |

Port Myange the 15th July 1765

Errors Excepted

D K

Know all Men by these Presents that I William Harrison of Hudson Merchant am firmly bound unto William Harrison of Hudson Merchant in the Sum of Eight Hundred Pounds to be paid to the said William Harrison his Executors Administrators or Assigns to the payment whereof well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated the Twenty fifth day of September in the Year of our Lord One Thousand Seven Hundred and Sixty five

The Condition of the above Obligation is such that if the above bounden William Harrison his Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named William Harrison his Executors Administrators or Assigns the full and just Sum of Four Hundred Pounds current Money of New York with Lawful Interest for the same on or before the Twenty fifth day of September which will be in the Year of our Lord One Thousand Seven Hundred and Sixty six Then the above Obligation to be void and of none effect or else to remain in full force and virtue in the Law

Signed Sealed and Delivered in the Presence of us the Subscribers

William Harrison

Recorded & Sept. 1765

Wm Harrison of Hudson Merchant

William Harrison of Hudson Merchant

Wm Pitfield of Hudson Merchant

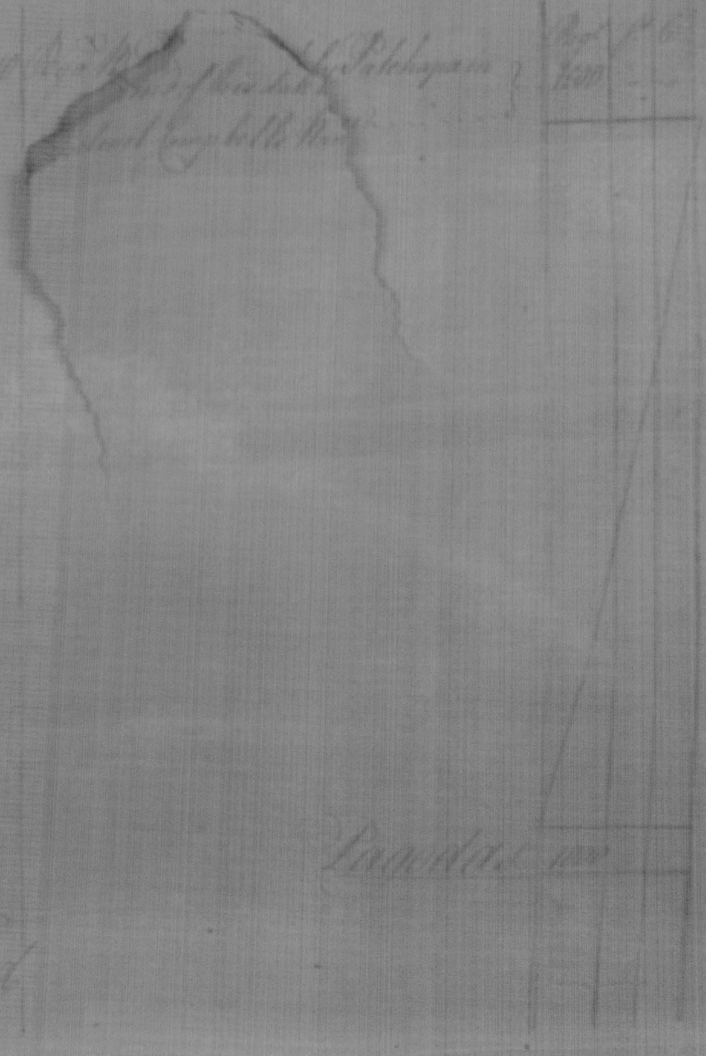
and Morris Graham of Hudson Esquire

Exceptions to the many Errors and Defects Imperfections and Insufficiencies in the Complainants Bill Contained for answer thereunto or unto such thereof as Defendant is advised doth materially concern him to make Answer unto, He this Defendant for answer thereunto and saith he is ready to come to a Settlement with the Transferees or Complainant Mustapha of Nine Hundred and Forty two Pagodas Seventeen Fanams and Sixty Cash agreed for by the Complainant in his Bill but admits he stands indebted to the Transferee in the Sum of One Hundred and Seventy seven Pagodas exclusive of Interest and which he well knows further appears on the Defendants annexed Account Current and that the merit of the case on a clear light this Defendant hopes this Honble Court will allow him to the subsequent Narrative, That about the month of September which was in the Year of our Lord One Thousand Seven hundred and Sixty three, this Defendant to Sam gave the Transferee an Obligation for One Thousand Pagodas on the Name of Colonel Charles Campbell for the amount of which Bond the Transferee commenced a process in this Honble Court where the Cause by Mutual consent with drawn upon which this Defendant paid in part of the said Bond four hundred Pagodas which appears in the Defendants Account Current further this Defendant gave an Obligation for two Hundred Pagodas for which the Transferee promised to bond it down on the Bond which was in Colonel Campbells Name which as he has not done this Defendant has Debited him as appears in his annexed Account further the Complainant has omitted to Credit this Defendant for the Same amounting to One Hundred and Seventy four Pagodas as mentioned in this Defendants Account as also the article of Fifty Pagodas for the portion land delivered the Transferees Brother Tenappa by his order, as appears also in the Defendants said Account further the Defendant with the Transferee receive from him an agreement to this purport that after the Defendants leave shall be made to satisfy the Debt due to Colonel Russell Esqr. of any remains what shall appear due to the Transferee he is to pay and then gave

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 Cost and Charges in this behalf most

wrong

Sr. Moolakissna Moodelaer in Account Current with Moodelaer Ramiah Chiddavah Esq.



Read & filed
24th September 1765

The Replication of William Hase
son of Sir Lucas Pepys Batchelor Complainant to
the Answer of Hawkins Lamash Bedoah of
Madras Merchant Defendant

This Replicant now and at all times hereafter saving
to himself all and all manner of Benefit and advantage of Exception
to the many Errors and Insufficiencies in the Defendants said
Answer Declares for Replication thereunto saith that all and singular the
matters and things contained in this Replicant and Bill of Complaint are true,
certain and Sure and all to have and set forth and that the Answer of the Defendant
is Untrue Evil & insufficient and insufficient in the Law to be Replied
unto And this Replicant for further Replication saith that the Defendant in
his Bill & also this Replicant in the Sum of Nine Hundred and forty two Pagodas
Seventeen Fanams and Forty Cash more than he the Defendant in his
Replicant in his said Bill of Complaint and Account Current therein mentioned
And this Replicant cannot Admit the Account Current annexed to the Defendants
Answer to be true, but that the same is wrongly false and fictitious and Calculated
by the Defendant Merely to perplex the Cause, Evade the Payment of this Replicants
just and Equitable Demand And hath the merits of the Cause on their Light
This Replicant most humbly craves the Attention of this Honble Court to the
subsequent Narrative

This Replicant admits that he borrowed & obtained
a Bond of Pachaypah in the name of Charles Campbell Esquire for the Sum of Nine
Hundred Pagodas dated the Eighteenth day of September in the Year of our Lord One
Thousand Seven hundred and Forty three for the Answer of which said Bond
this Replicant Acknowledges the said Pachaypah to have been executed in this
Honble Court but afterwards on Motion the Suit to the Mutual Consent of both
Parties in Consideration of receiving three Hundred Pagodas from the
Defendant Hawkins Bedoah on part of Payment of the said Bond of One
Thousand

One Thousand Seven Hundred and Sixty three so that after the Defendant was possessed
on Her Humble Cost on the Bond of Oral Assurance Proposes that the Transferer and the
Defendant Settled Account together by then paying the Transferee the Sum of four
Hundred Pounds on part and on Account of the Premises leaving a Balance
due from the two aforesaid Bonds of One Thousand Pounds and two Hundred
Pounds as that Evening all future Connections by that Means ceased
entirely Love and Friendship Considering that the Defendant
may dispute with the Bond of the Hundred Pounds for Perhaps falsely entered
in the Manner by way of Shadow of Truth She would have immediately found
Means to prove it before the said Agreement was given or executed but to the
Contrary thereof She plainly and distinctly express on the said Agreement that
the said Bond of two Hundred Pounds was the Transferrers Property
not yet discharged and power was given to pay the Transferee that Money
Being together with what Interest was due on the said Bond of One Thousand Seven
Hundred Pounds as aforesaid Pursuant to the Agreement Bond
Pounds omitted being Credited to the Transferrer on the Account Current
annexed to Her Replication Bill of Complaint Now the Plaintiff Cannot tell
if the Honourable Court will not Compel the Defendant to pay a Debt since the Accounts were
Settled by the Transferrer and Defendant some of One Hundred and Seventy five
Pounds was then Accounted for by them on their Account to the then Plaintiff
further saith that their Accounts ended Christmas then in the Year One
Thousand Seven Hundred and Sixty three and an Agreement was obtained
from the Defendant by the Transferrer in the Year One Thousand Seven Hundred
and Sixty four by which all Accounts must be Equally Released Void for Ever
Respect to the Sum of fifty Pounds Charged by the Defendant in his said Accounts
Current for Charge and to whether Allowed by the Transferrer Further
Knowledge the Defendant the Transferrer Her Orderly Servant of
and the Plaintiff Saith that for the present Answer Demurrer
Ever to Her and every part thereof the Plaintiff Complainant in the
Most Just Hopes the Defendant for the same therefore
the Defendant Refuses to Answer the Plaintiff Demands Such

Answer

B

Madras 5th & 8th September 1763

I Mootoo Ramah Buddumah Mondeliar do hereby Acknowledge to have Received from Mola Mondie Ruttnah Mondeliar Son of Mola Carpenah Mondeliar the full and Just Sum of two Hundred Star Pagodas Current Money of Madras which Sum I promise to Pay on the Interest thereon after the Rate of Nine p Cent p Annum on or before the Fourteenth Day of October Next Ensuing Soon Hundred and Sixty three Witness my Hand at Madras the day and Year above Written Witness my Hand

(Signed) Ramah Buddumah

Witness Jno Frans Mallet

Witness to the Signing by Cannapah Brom Interpreter

James Mackeveroy
Attorney for the Rep.t Plaint.

Rd and filed
29th October 1765

The Rejoinder of Moodoo Ramah Buddumah of Madras Inhabitant Defendant to the Replication of William Harrison late of the same place Merchant Complainant

This Defendant saving and reserving to himself all manner of Benefit and advantage of Exception to the many Errors uncertainties imperfections and insufficiencies in the said Replication contained for Answer thereto or to so much thereof as this Defendant is advised is necessary for him to Answer unto Confesses and avoids the same to be True and this Defendant further saith that he Pattondy above named is the Replicants Uncle

of

Defendant giving a fresh agreement to the Transferrer which this Defendant humbly conceive ought to be returned to this Defendant or not, on the contrary that Transferrer has lawfully vested this Defendant in this Honble Court which this Defendant refers to the Impartial Judgment of this Honble Court, And again Replication that the Transferrer and this Defendant both settled and Adjusted their Accounts and Mr Ward was discounted to this Defendant, which this Defendant ordered down Intrepect to the sum of fifty Pags as upon enquiry Articles delivered to that Transferrer Parthen Nangnan, which the Replicant forcloses himself and the Transferrer to be entirely ignorant of the Trade of which this Defendant will prove in due time this Defendant admits the Replicant has made admission on him but denies for a truth as complained to the sum sued for

All which Matters and things this Defendant is ready to Aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Answer he hath already prayed

William Cranwell
Attorney for the Defendant

Interrogatories to be administered to such Witnesses as shall be produced sworn and Examined on a certain Cause depending and at Issue in the Honble the Mayors Court at Madraspatam Wherein William Harrison of Madras Victualler is Complainant and Hawelauo Ramah Pudlarah of the same Place Inhabitant is Defendant

On the part and behalf of the Complainant

1st Interrogatory Do you know or do you not know the parties Complainant and Defendant in the Suit aforesaid mentioned If yea how long have you known them and each of them Declare

2nd Interrogatory Did you or did you not hear the Defendant having now shown you Mortgage and Bottomry Bonds and the same you then delivered and shewn signed by you hear the same was the

Sett

said Agreement duly & properly executed was at the time you became
the Master workman you believe to the Company & you knew that
Sir Lauder Madras Did you understand what the Letters Words & Sentences
Lascar Headman Peon & the rest you then attended were & what Power they
gave the said Officers to duly and properly execute & enter into the said
Agreement touching the matter & whatever you know & believe to be
particularly Certain —

Cross Examined by
Mr Campbell Counsel

Mayors Court at
Madraspatnam

Depositions of Witnesses taken on the Part of the Defendant
in the Cause —

Between H.M. Queen Counsel
and Mr Campbell Counsel

Pursuant to a Rule of Court of Mayors Court Madraspatnam bearing
date the 20th day of December 1771 & to me directed & delivered
for the Defendant to examine Witnesses on his behalf touching the matters
in Question in this Cause I have caused the Witnesses hereafter named
to come before me at the Office of the Company's Attorney
at Law in Madraspatnam & the said Witnesses have been by me
Sworn to the truth of their Answers to the Interrogatories
hereunto annexed —

Richard Larkins
Commissioner

Mayor's Court at
Madraspatanam

Between William Harrison Complainant
and Mauduve Ramah Pudderah Defendant

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

Cobadoor ondoo Cowrapah of Madras Coringhy Aged 38 Years or thereabouts being
produced a Witness on this Cause on the part of the Complainant was on the 2d
day of December 1765 sworn at the Office of Mr. William Cowell Attorney for
the Defendant by Cowapah who left a Book of the name Folio, and Power of Attor
of the said Defendant and afterwards on the same day being sworn and Examined
deposeth as followeth Viz.

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

2d ..... To the second Interrogatory this Deponent saith he attended at the same Cadjan
Writing now shown to him at the request of the Defendant the said Cadjan Writing or
Agreement was duly and properly signed or executed by the Defendant — more this
Deponent deposeth not to this or to the last Interrogatory —

Richard Latham

Examined

Mayor's Court at
Madraspatanam

Between William Harrison Complainant
and Mauduve Ramah Pudderah Defendant

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

Seeradjy Mudeliar of Madras Merchant Aged 40 Years or thereabouts being produced
a Witness in this Cause on the part of the Complainant was on the 2d day of December
1765 sworn at the Office of Mr. William Cowell Attorney for the Defendant by Cowapah
who left a Book of the name Folio, and Power of Attorney of the said Defendant and
afterwards on the same day being sworn and Examined deposeth as followeth Viz.

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

Q. ..... To the first Interrogatory the Deponent saith he lived at Mount Pelier
Plantation near Arcola to the year of the Deponent was the Depon
Deponent saith to the second Interrogatory —

Richard Sallows
Examiner

Majors Court at
Hardraspatnam

Solomon Hilton Ramus Captain
and Adjutant Royal Artillery

Deposition of Witness taken on the Court of Enquiry held at Cuddalore
on Tuesday the 2nd day of November 1784 before Lieutenant Colonel
Braithwaite Major Commandant Captain Lieutenant Lieutenant
and Ensign of Brigade Major Commandant of the Artillery Lieutenant Colonel
for the Defendant by Command of the Right Honorable Major General
Lord of the said Defendant and afterwards on Oath by Command
Deponent saith as follows viz —

1st ..... To the first Interrogatory the Deponent saith he was present with the
Company and at the Siege the Defendant Major General
Plantation near Arcola to the year of the Deponent was the Deponent
Deponent saith to the second Interrogatory —

Richard Sallows
Examiner

Interrogatories to be Administered to
and Examined on the part and behalf of the Defendant upon the Court
William Hamerton Lieutenant and Adjutant
Royal Artillery

1st ..... To the first Interrogatory the Deponent saith he was present
Company at the Siege

1733

In Assumpsit

Summons

To [illegible] } Pl.....Do you know, or do you not know the Defendant within named
Woodley } you, & if you know, and by what means do you know? Have you any Knowledge of the same? Do
you, or Do you not know whether the Contents of the same were fully complied with
or not. If you know that the same were complied with, to the best of your Knowledge, fully
and Particularly Declare —

To Commanche } 2d.....Do you know, or do you not know of any Thing or Things being due
Woodley } from the Defendant to the Plaintiff? If you do, what Sum or Sums? And for what
Cause or Causes? Declare fully and Particularly —

To Venacadasher 3d.....Do you know, or do you not know of any Obligation given by the
Defendant to the Plaintiff? If you do, what Amount was it given, and when
and where, and for what Amount? And what were the Terms or Conditions of the said
Obligation? Do you know or do you not know whether the Defendant received
any Consideration for such an Obligation? If you do set forth what and when, and
where the whole you know touching the Matter fully and Particularly
Declare —

To all the Witnesses 4th.....Do you know, or do you not know any Thing Material
for the Defendant in the Cause? If you do set forth the same as you know, have been
informed or do believe with the Reasons for such your Knowledge or Belief —

Will Connell
Attorney for the Defendant

1776.

Mayor Court at
Madrasapatanam.

Between Richard Lawson Esqr
and Maurice Pendarves Esqr

Deposition of Witnesses taken on the Court Upon the Commission
in the Cause following viz.

Thomas Lombe of Madras Batchelor Aged 36 Years or thereabouts
produced Sworn & Interrogated on the Part of the Defendant on the fifth
day of January 1776 before the Office of the Court Pursuant to Order
for the Examination by Interrogatories of the Witnesses to be produced
by the said Defendant and afterwards on the same day Deposeth and
saith as follows viz.

A ..... To the fourth Interrogatory this Deponent on his Corporal Oath
Complainant but has known the Defendant to Reside at Madras

B ..... To the third Interrogatory this Deponent on his Corporal Oath
Avers as to the Transfer Letter Interrogated to that the Defendant
on Saturday came to this Deponents Office and Desired this Deponent
to Write a Letter for him to the Complainant which this Deponent
accordingly Did & Read the same to the Defendant who Approved
thereof & Signed the same which this Deponent Sealed & Sent
by a Peon

Richard Lawson
Complainant

Mayor Court at
Madras Patanam

Between William Harman Engineer
and Maurice Pendarves Esqr Defendant

Deposition of Witnesses taken on the Cause by and before the Honble
the Court as follows viz.

Cudrapah Mandelay Canamanagapah Aged about 60 Years
Years or thereabouts produced Sworn & Interrogated on the part of the
Defendant

Defendant was on the 11th day of January 1766 shown at the Office of Mr. Lowe Attorney for the Complainant to prove the Bond in the name of Edward Pace of Virginia Planter and afterwards on the same day Examined and Cross Examined as followeth —

1st ..... To the first Interrogatory the Deponent saith he is not interested in the Cause plaintiff but knows the Defendant Evans of Maryland —

2d ..... To the fourth Interrogatory the Deponent saith knowing from Credible report the Defendants son Lewis Evans and Sally Shoemaker of Frederick Co. upon Account of the Same fact in Question about three years ago more than Deponent doth know as to the last Interrogatory —

Richard Sutton

Examined

Mayor Court at Hudsonpatroon

Between William Ramsay Complainant and Moratus Ramah Bedford Defendt

Depositions of Witnesses taken the Cause depending for the Examination on this Court as followeth —

1st ..... Cornelius Thomas of Hudson Merchant Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant sworn the 8th day of January 1766 shown at the Office of Mr. James Hathaway Attorney for the Complainant by Cowpath who left Cooley the name Edward Pace of Virginia Planter Deponed and afterwards on the same day being sworn and Examined deposeth as followeth —

1st ..... To the first Interrogatory the Deponent saith he was present with the Complainant but knows not the Defendant Evans or thereabouts —

2d ..... To the 2d Interrogatory the Deponent saith the Same as to the Defendant that Colonel Charles Campbell wanted to put the Law Padelopah into Court on Account of One thousand Pounds Padelopah had borrowed from him and had not paid the Defendant Padelopah was then absconded and was in the Country adjacent to Virginia the Complainant replied to the Defendant pay the Debt or pay off One hundred Pounds for you for the

Law

On Monday Evening the Defendant made Oyster he had taken with him. The Prosecutor shewed to the Defendant, gave me a Bond for his Horses Expences, and I left my Horse with the Defendant to attend Chester Court. I left Chester on Tuesday then for Liverpool. The Defendant afterwards sent me the Prosecutors Bond, and gave me a Note of Allegation for the Horse of his Horse and more the Defendant applied to me or to the Prosecutor

Richard Sutton

Examined

Sworn before me,

Thomas Tyler one of his Majesty's Justices of the Peace for the County of Middlesex

I shall take a Bond to the Prosecutor for his appearance at the next Assizes

as often as you can

I have frequently spoke to you about the many of the Prisoners and I cannot but have informed you that I am employed by the Prosecutor to attend the Assizes and Sessions of the Peace for the County of Middlesex and I am to receive my Fees and Expences for my attendance at the Assizes and Sessions of the Peace for the County of Middlesex and I am to receive my Fees and Expences for my attendance at the Assizes and Sessions of the Peace for the County of Middlesex

Remember, I am not to be paid by you but by the Prosecutor and you may not have paid me consequently I spoke to the Prosecutor of the Office

I do now attend at the Office of the Clerk of the Peace for the County of Middlesex

Before me this 1st day of May 1792

Thomas Tyler

Mr Collings had an Kind Letter to convince me because Collings to talk to him and in the same manner speak to me after much to [illegible] you allow me, Mr Collings the Surplus will go for Charity as I need not have any thing to say in regard to Mr Collings pay after he comes

I therefore desire you will let Cumpapah have what money he wants and place it to my Account

I am Sir Your Humble Servt for the Original Malabar by Cumpapah

Will Cornwell
Attorney for the Defendant

Translate of a Letter sent from Cumpapah Moodeliar Pulicat to Patchapah Moodeliar

to acquaint you since I saw you last I have enjoy'd my health, and hope you have done the same after I took my departure from you I proceeded to Arcanampettah and there with Cumpapah Moodely and found the Company in Company with Vencatapah Moodeliar and the next morning I arrived at Cumpapah's where I have frequently desired you will appear with the Buckmakers which I now earnestly request you will do as much as lies in your power and the Government home I am sure you must be convinced that I have frequently exerted you to find the Woodmongers both fuel for the Robes as also to procure them some Amazons Ivory with regard to Corah Wood you will send the Bearer with the Buckmakers home as I think there is plenty and further Patchapah Moodeliar my Father in law Cumpapah Moodely may want that you will supply him with one place at my Account I believe I owe you nothing but if you have any Commands I may write home

I am Sir Your Humble Servt from the Original Malabar by Cumpapah Moodeliar

Will Cornwell
Attorney for the Defendant

Mayor's Court of Madras

Between

Arthur Cuthbert Esquire Mayor
John Belmaure — Thomas Saltre
Charles Smith — Edward Harrop
Francis Lourdon — Assistants

Plaintiffs

And

Belmaure Attorney of Madras Merchant Defendant

This Cause coming on to be heard and debated this day in the presence of the Attorneys on both sides and reading the Complainants Bill and Mr Belmaures Answer thereto and Exhibits and Depositions taken and published and the

Sum of Nine Hundred and forty two Pagodas Seventeen Fanams and Sixty Cash
f.o Pagodas 942. 17. 60. Being the amount of the Sum sued for with all Interest due
thereon, deducting therefrom the difference of Interest as above mentioned, and that the
Defendant shall pay also all Costs of this Suit —

Read and filed
29th Nov.r 1763

To the Honorable the Mayor's Court
at Madraspatnam —

Humbly complaining Shewith unto this Honorable Court Your
Orator John Pedroons of Portuguese Topaz Esquire that Whereas on or about
the 4th of Madras Merchant Farmer and Renter of Land from the Honorable
Late Sd Madras aforesaid Merchant devised the Sum of one hundred and fifty Eight
Pagodas about the Month of May in the Year of our Lord One thousand seven hundred
and forty four by the said Perumaugoo Nauk made his Security for the same with
Interest at 12 per cent to Seemah Pillah a Writing Obligatory bearing date the twenty
sixth day of the same Month in the Year aforesaid whereby the said Perumaugoo Nauk
did Acknowledge to owe to the said Seemah Pillah the said Sum of one hundred and
fifty Eight Pagodas Current of Madras and that the same was to be discharged with
Interest at and after the rate of nine Pagodas per Cent per Annum as Demand was made
for a better Security he gave three Bills of Sale of the House and premises thereunto
belonging Lying and being in Peddanaick Pillah Pollam and in Covampah Street as
mentioned by the said Bills of Sale thereon mentioned and which are ready to be produced
when Your Honors the Court shall think proper whereby and Whereas the said
Writing Obligatory bearing

No

In Chancery

24th May 1764

In Peculiars between Thos. Bromley Esq. Plaintiff and Robert Pedder Defendant

Whereas by Order made in this Cause bearing Date the 26th day of April last it was Ordered that the Plaintiff should on or before the 10th day of May then next Deliver to the Defendant or his Solicitor a Copy of his Bill of Complaint and for a Letter Answer to the same Bill by Mortgage contained in my Master and Order entered in Pedder's Office Pedder Plaintiff and Hood Defendant the Tenor of which Order is as follows viz. Pursuant to the Consent of Parties this Cause is referred to Mr. Hodgson one of the Masters of this Court to take an Account of what is due to the Plaintiff for Principal and Interest upon the Mortgage in the Bill mentioned and to Tax the Plaintiff his Costs of Suit and he is to have Liberty to Examine Witnesses in the Country if he shall think fit and Publication is to pass and Witnesses to be Examined by Consent of Parties without Motion

at [illegible] where upon the whole sum of One hundred Pounds Leonard
Howard Mendes Ramah and Howard Arnagan the said Savannah Pillah levied [illegible]
the sum of Twenty three Pounds which Sum was part of Three Hundred Pounds
aforesaid which was given by the said Obligation and the said Savannah Pillah
and when the said Mendes Ramah and Howard Arnagan required
Howard Savannah Pillah [illegible] that there was [illegible] more or many than
the said sum of Twenty seven Pounds which [illegible] and to the Defendant and
Daniel then [illegible] the Defendant that he would [illegible] the Book of the
said Obligation wanting just Twenty that there was [illegible] Twenty seven
Pounds which was the Debt & damages and also Obligation and that the
memorandum that he would write on the back of the said Obligation and the
Defendant [illegible] and the Defendant further saith that the said Arnagan
and Howard Mendes Ramah came and required him that Howard Savana
Pillah and Howard would [illegible] on the back of the said Obligation that he had
only [illegible] the Defendant Howard sum of Seventeen Pounds and the
Defendant always [illegible] upon the said Savannah Pillah to [illegible]
Howard immediately to Port St Paul to Damand the Debt [illegible] then
without any Delaying but what the said Savannah Pillah and Defendant
said when this Defendant Returned from there the French [illegible] George
George which was on the year of our Lord One thousand seven hundred and Eighty
the Enemy being here the Defendant did then work all the Spirit he could to the
said Slave again and when the Slave would [illegible] become agreed sometime
after his arrival from Port St Paul he sent the said Mendes Ramah to the said
Savannah Pillah to discharge the said Obligation and to bring the same
to him but the said Savannah Pillah refused [illegible] the
Obligation which induced the Defendant and the said Arnagan [illegible]
to the House of the said Savanna Pillah to know why he refused to Deliver up the
said Obligation after the Defendant had sent him Howard and Servants many
Servants with Money [illegible] he had Received from him upon which the said
Savana Pillah threatened him the Defendant and Howard for
the said Arnagan & the said Howard Savana Pillah had then not the Obligation that

for

himself all Advantage of Exception to the Defendants said Answer for Replication thereunto
saith Parties will and may be matters and things in and by the said Bill of Complaint
alleged and he will prove his case as to be good certain and sufficient in the
Law to be answered unto in such manner as the same are therein and hereby set forth
and that the Answer of the said Defendant is untrue and insufficient
the Law to be by the Complainant excepted unto for diverse manifest imperfections and
uncertainties in diverse Parts thereof for Benefit of Exception whereunto being ready
at all times as doth to the Complainant This Replication for further Replication saith
that the Matters set forth in the Defendants Answer concerning the Application to
Servants to Pollock as to be left home for the Sum of one hundred Pagodas upon
Mortgage and of Bonds to Servants Pollock acceptance of Interest and
receiving the Sum of seventy six Pagodas is very untrue and saith and that the true
appears upon Book of Books in the said Answer by the Defendant himself
the following Manner of the Matter actually was and to contradict which and to
shew the falsity of the Defendants Allegations Matters as he has related by this
Replication will be more fully by particular by good and Credible Witnesses that
Seeravagoo Nauck being indebted to Servanah Pollock on his life time in the
Sum of seventy Pagodas with the Interest of twelve Pagodas for twenty five
Months Six twenty five days and Bond being duly made thereby 25th day of March
in the Year of our Lord One thousand seven hundred and forty three which before
mentioned Bond in the Application of Seeravagoo Nauck to Servanah Pollock
was delivered up to the Defendant and another Sum of seventy six Pagodas was
lent to the Defendant by the said Servanah Pollock on his life time as the
Defendants on being in the Writing Obligatory of the Day and Date in the Replicant
Bill of Complaint specified concerning the Payment of the aforesaid Sum five hundred
and fifty Eight Pagodas with the Interest and at the same time leaving in the
Servanah Pollocks hands three Bills of Sale of her House and premises and for
a further and more better security for enforcing the Payment of the Sum before named
and the Replicant further saith that in respect to any promise of the said Servanah
Pollock to be at Liberty concerning the sum of two hundred Pagodas and to have
Liquidated Damages upon the over hundred Pagodas and to be void to the Defendant
he has no Knowledge of nor can he think that the same can be

true

186

Read and filed
10th March 1761

Certain Cause and sufficient in the Law to be replyed unto and the Defendant further
saith That he is indebted unto the Complainant on Account of Bar Tendrie and lastly
acknowledges That He is indebted to the Complainant by Virtue of a Bond for the
sume of Seven hundred Pagodas with the Interest thereon And the Defendant
saith That what He hath set forth in his answer declaring he is only Possessed
of Seventy seven Pagodas is nothing but a Piece of Fraud and wherefore
this Defendant cannot admit of the Plaintiffs Replication but by the Court ordered time and
Replication as this Defendant did move unto another time from Jeremiah Pillah
Esqr on the Island of Sumatra Esqr and with regard to the seventy seven
Pagodas said to be Borrowed by this Defendant from Jeremiah Pillah in or
about the Month of March one thousand seven hundred and forty four
Hundred and forty three, this Defendant absolutely denies to have Borrowed any
such sum from the said Jeremiah Pillah upon this Allegation that the said Allegation
was delivered to him for his Attorney at Morgan to the Interrogatories alledged by the
Replyent in his Replication And as for the further sume of seventy three Pagodas this
Defendant also denies to know any thing concerning it and with regard to the
Defendants entering into the Writing Obligatory for securing the Payment of the
sum four Hundred and Forty Eight Pagodas this Defendant alledgeth that
that however entered into the said Writing Obligatory he did it upon the
said sume of seventy seven and seventy six Pagodas from the said Jeremiah
Pillah but that the seventy six Pagodas was given out on Interest by this
Obligation for the Interest Pagodas and no otherwise and this Defendant further
saith that he does still most that the said Jeremiah Pillah do take his second
Month Remark to come to him or two or three days hence for the remainder of
Pagodas of the said Four Hundred Pagodas being seventy three Pagodas and seventy four
Pagodas as the Replyent in his Replication saith and this Defendant saith that Jeremiah
above Pillah hath not paid but that he the said Jeremiah
Pillah doth still owe unto the said Obligation for the Defendant
and for the Interest thereon and this Defendant saith that
he hath not received the Replyent Letter mentioned

1841

# Interrogatories to be Administered to such Witness as shall be produced Sworn and Examined on the Part and behalf of the Defendant in a certain Cause wherein John Debnaire is Complainant and Sarah Thomas Black is Defendant

1st Interrogatory To

Packwood Lathom
Gaoler

Mayor's Court at
Hadrespatnam

Tuesday the 25th day of May
Anno Domini 1765

Present
George Baker Esqr. Mayor
Edmd. Pigott ___ Alex. Harralle &
Edward Hadden ___ Aldermen

Between John Debonnaire of
Portsmouth in the County of Southampton
and Debonnaire Master of the Ship
Merchant Defendant

Whereas Commands to be heard and debated this day on the Petition of the Defendant and of the Witnesses on both sides on Reading the Complainants Bill and Affidavits for Plaintiff and the Depositions taken before the Register Sheweth and Interrogatories and Depositions on the part of the Complainant Interrogatories and Depositions on the part of the Defendant Certificate Produced read by the Witnesses and under Consideration and Examination had Court

Received filed
6th Dec 1763

To the Honble the Mayor
Court &c. Madraspatnam

Humbly Complaining shew to your Honble
Court your Orator Abdoo Sheriff Baker Worker Inhabitant in the Mint
of Black town Peon Merchant and Trader Liveing under the
Protection of Your Honble Court That Whereas Your Orator as
Plaintiff Commenced a Certain Action of Debt Against Pedro
Pedroes as Defendant (Current Account) in the Court of Requests
to the Value of Seven hundred Pagodas and upwards Your Orator
Produced Pedro Pedroes Own Bonds for the Sum of Seven hundred
Pagodas Dated the Second December One Thousand Seven hundred
and Sixty two Whereby the said Pedro Pedroes Became Indebted unto
the Plaintiff in the Sum of Seven hundred and Four Pagodas and Twenty Six
Cash as per Account Whereupon the said Pedro Pedroes Was Ordered
to Pay the Plaintiff the Sum of Seven hundred and Four Pagodas and
Twenty Six Cash as per Account Current Annexed to the Bill of Complaint
Marked A and further Shewing that Pedro Pedroes Obtained
Letters of Transfer from the Court of Requests for the Sum of Seven hundred
and Eighty Eight Pagodas of the Debt Due to Him from Your Orator
Which Letters of Transfer Your Orator Duly Accepted and Paid
to the Said Pedro Pedroes Whereupon the Said Pedro Pedroes
Executed to Your Orator a Receipt for the Same Dated the Twenty
Fifth Day of December One Thousand Seven hundred and Sixty Two
Which Receipt Your Orator Prays Leave to Produce to this Honble
Court as Occasion may Require Nevertheless the said Pedro Pedroes
Combining and Confederating with Divers Persons Unknown to Your
Orator Hath Not Only Refused to Pay Your Orator the Said Seven
hundred and Four Pagodas and Twenty Six Cash but Hath Likewise
Refused to Pay Your Orator the Said Seven hundred and Eighty Eight
Pagodas Contained in the Said Letters of Transfer Your Orator
Having Applied to the Said Pedro Pedroes for Payment Thereof
Which He Refuses to Do Without Any Reason Whatsoever But
Pretends to Insist upon Your Orator Giving Him Time for Payment
Thereof Which Your Orator Cannot Comply with as the Said Pedro
Pedroes Well Knows Your Orator Being Only a Poor Man and Having
Nothing to Subsist Himself and Family but What He Gets by Trade
Your Orator Therefore Prays Your Honble Court to Grant Him
Writ of Subpoena Directed to the Said Pedro Pedroes Thereby
Commanding Him to Appear in this Honble Court to Answer the
Premises and to Abide by Such Order and Decree Therein as to
Your Honble Court Shall Seem Meet And Your Orator as in Duty
Bound Shall Ever Pray &c.

Abdoo Sheriff

Madraspatnam 6th December 1763

Sworn before me
Thos Hodges
Mayor

1691

B

# Dr. Bertal Venigadasha in Account Current with Andrew Pitt Cr.

| 1760 | | | | 1761 | | | | |
|---|---|---|---|---|---|---|---|---|
| July | To Sundry Goods sold Captain George Kent by one Pitch Chitty as p your Account produced and delivered with this Mark'd Letter A on Oath annexed to your Answer marked Letter B on Above then between you and Mr. whereon the said Pitch Chitty was then this transferred for Pags. | | 1877 | July | 1. | By Gold and Silver Lace Received in Barter for parch of the Sundry Goods the said Captain George Kent had purchased from the said Pitch Chitty the then transferred as p your Account Current annexed to your Answer marked Letter D | 1123 | 22 | 70 |
| | To your Brought over Pagodas as 1877 @ 2 favour of Pagoda | 104 | 10 | | | By your Brought over Pagodas 1123 22 70 @ the Rate of 4 Fanam p Pagoda | 28 | 7 | 40 |
| | Pagodas | 1772 | 32 | | | By Ballance | 1211 | 30 | 30 |
| | | | | | | Pagodas | 1772 | 32 | |

Fort St. George the 18 day of October 1761

Errors Excepted

Dr. Andrew Pitt

Defendant Absolutely denyes to have had any such dealings with the Same as therein
mentioned and further says the Sum of One Hundred and four Pounds and Ten Shillings
which is Stated to be out of the aforementioned Sum of One Thousand Eight Hundred and
Seventy Seven Pounds in the Petitioners Bill of Complaint mentioned to be due and
owing to the Petitioner from the Defendant is not Just Reasonable or Satisfactory
and Denies that the Petitioner Ever Sent or Caused to be Sent the Said Goods
in the said Petitioners Bill of Complaint Stated to have been Sent to the Defendant
Save and except Such Goods as the Defendant Hath Already Received and
Accepted and for which he is ready and willing to Pay the Petitioner
According to the Rate and Value thereof and Denies that the Petitioner
Ever Sent any Goods to the Defendant Except Such as the Defendant
Hath Received and Accepted and for which he is ready and willing to
Pay the Petitioner According to the Rate and Value thereof and Denies
that the Petitioner Ever Sent any Goods to the Defendant Except Such
as the Defendant Hath Received and Accepted and for which he is
ready and willing to Pay the Petitioner According to the Rate and
Value thereof and Denies that the Petitioner Ever Sent any Goods to
the Defendant Except Such as the Defendant Hath

(A)

# Lieut. Cilly — M — (

1762 Dr.

May 10 To Cash paid by Ensign Morgan ... 20. - - 17 50 Cur. A

Aug. 4 To Cash paid Him ... 28. - - 1762 March 25 A

1762 To Sundry Subsistence following Sums as p Contract

as p Ext. for N. C. for N. S.

20. 11. 22. — 1 11.

28. 11 9 5. 2. 10 — 2. 19. 10

Pay'd at Fort George March the 25th 1762 — 15. 19. 10

Errors Excepted

By Cash as p Allignation of this date ... 10.

By Subsist on Ditto for 1 Year and 9 Months (2 7/8 Cur. p Annum) ... 3 — 10. 22. 6

By Ballance due ... 2. 2. 2 1/2

Pay'd ... 15. 19. 10

Mr. Williamson's Account with the Province of South Carolina

Read and filed
14th February 1765

# The Replication of Andrew Pitt of Madras Writer Complainant to the Answer of Bulwant Vengadachaw of Madras Merchant Defendant

The said Complainant saving to himself all the benefit of Exception to the Defendants said Answer for Replication thereunto doth say that all and every the matters and things in and by the said Complainants said Bill of Complaint set forth and charged are true and the said Defendants said Answer is not sufficient in the Law to be Answered unto in such manner as the same is therein and thereby set forth and declared and that the Answer of the Defendant is very untrue and Evasive And the Complainant for further Replication saith that the Account exhibited to this Complainants Bill of Complaint is true and just and ought to be allowed as such and that the Complainant hath made out his Charge against the Defendant by such Evidence as the Nature of the Case will admit of and as the Defendant ought to be satisfied with and that the Defendant hath not made out his Discharge by such Evidence as he ought to have done and as the Nature of the Case will admit of And this Complainant doth aver that the Defendant hath not any Evidence to produce to support his said Answer and Discharge but what is false and fraudulent and this Complainant is ready to prove as this Honble Court shall direct And this Complainant doth insist that the Defendant ought to be compelled to pay him the Balance of the Account exhibited with his said Bill of Complaint and that the Defendant hath not any Right or Title to Set off any Demand against the Complainant but what is Barred by the Statute of Limitations and

Read and filed
28th May 1765

# The Rejoinder of Rachel Van-
# ganderbos Defendant
# to the Replication of Andrew Peter also of the
# same place Widdr Complainant

The Defendant now and at all times hereafter saving and
reserving to herself all manner of benefit and advantage of Exception to the many
Errors uncertainties imperfections insufficiencies and Misrepresentations in the said
Replication contained for Answer saith that the Defendant said Answer is certain true and
sufficient in the Law to be replied unto and She also saith as in and by her said
Answer She hath already said and does and will ever maintain and prove all and
every things and things therein to be true and certain in such manner and form
as they and Every of them are therein alledged and expressed

All which matters and things this Defendant is ready to
aver maintain and prove as this Honble Court shall direct and humbly prays
as in and by her said Answer she hath already prayed

Wm Cranwell
Attorney for the Defendant

Interrogatories to be Administered unto Rachel Vanderbos on behalf of the Complt
Andrew Peter Widow of Hans Peter Vanderbos Complainant
and Rachel Vanderbos Defendant

1st Interrogatory Do you know or do you not know the Parties in this Cause
Interrogatory 2nd If you know say how long have you known them or either of them
Interrogatory 3rd Do you know or believe that the Complt Andrew Peter and the Defendt
Rachel Vanderbos were Married and Lawfully Married together
Interrogatory 4th Do you know or believe that the said Hans Peter Vanderbos
died Seized of the Messuages Lands and Premises in the Complaint mentioned
Interrogatory 5th Do you know or believe that the said Hans Peter Vanderbos
died Possessed of any Personal Estate and if so what was the Value thereof
Interrogatory 6th Do you know or believe that the said Hans Peter Vanderbos
died Indebted to any and what Persons and for what Sums of Money
Interrogatory 7th Do you know or believe that the said Hans Peter Vanderbos
died Indebted to the Defendt Rachel Vanderbos and for what Sum of Money
Interrogatory 8th Do you know or believe that the said Hans Peter Vanderbos
died Indebted to any and what Persons and for what Sums of Money
Interrogatory 9th Do you know or believe that the said Hans Peter Vanderbos
died Possessed of any and what Personal Estate and what was the Value thereof
Interrogatory 10th Do you know or believe that the said Hans Peter Vanderbos
died Possessed of any and what Personal Estate and what was the Value thereof
Interrogatory 11th Do you know or believe that the said Hans Peter Vanderbos
died Possessed of any and what Personal Estate and what was the Value thereof

Mayor's Court at
Madras upon

Between Andrew Peter by Transfer of
Nowah Chitty Complainant and Bodra D
Vengadachar Defendant

Examined at the Court as follows

Vendispark of Madras Gent aged 29 Years or thereabouts being produced and
Sworn on the Holy Evangelists on the part of the Complainant saith the 12th day of August
1760 Known at the Office of Mr Wallace Cannell Attorney for the Defendant
Examined to Translate of the name Pillamy Pillay of Madras 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 has known Andrew Peter
and Bodra Vengadachar 6 Years and Nowah Chitty 7 Years or thereabouts

2d To the second Interrogatory this Deponent saith he was in company with the
Complainant Nowah Chitty and Mudaliar and Mayapa Ramany Chitty on the
Street where the Complainants House at which time Ramappa a Malabar Boy
of the Defendants passing by the Complainant and desired to know what
time the Defendant came with those Goods which he refused receiving from him
Ramappa made Answer by three days after your refusal of them the Defendant
brought those Goods to his own House, and sold part of them to one Lavengadum
and part to one Church Nowah both Hawkers who gave the Defendant ready
money and gave him credit for the rest with which money the Defendant bought
cloth he went to Coromandel and upon his return nothing for him or the
Defendant observed the same goods with him which not being able to dispose of
there he brought back again to Madras and sold them as above the Deponent
cannot depose or answer to the third and last Interrogatory

Richard Pathom

Examined

Vendispark of Vendispark

Said sent was the Duty of the defendant in Consequence of the Decree in the former Suit between the Complainant and defendant to have made a tender of the Goods to the Complainant or to have paid them the Amount of them in case they were then sold This Court doth therefore further Order and Decree that the defendant shall pay unto the Complainant the Amount of the said Goods from the 21st January 1763 the date of the said Decree until full Payment is made also all Costs of this Suit And as the defendant does not appear to have had the least Ground for Opposing payment of the Debt and the Matters of the Petition appearing Vexatious and Litigious It is moreover Ordered and Decreed that the defendant shall be Taxed with double Costs to be paid to the Complainants

Per Cur

Court of Appeals of Madras

Saturday the 26th April 1766

Betrai Venkadachaw ..... Appellant
&
Andrew Pike ..... Respondent

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answers and the several Exhibits of the Worlle the Mayors Court together with the Decree of the said Court given in this Cause on Sunday the Twenty ninth day of October 1765 and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attorneys on both sides the Court doth think fit to Affirm and Decree Likewise accordingly Order and Decree that the Decree of the Worlle the Mayors Court given in this Cause be Affirmed and that the Appellants Petition be hereby dismissed with Cost

Per Cur

W. Woodland
Clerk of Appr

And as it was the Duty of the Defendant in Consequence of the Decree in the former Suit between the Complainant and Defendant to have made a tender of the Goods to the Complainant or to have paid them the Amount of them in case they were then sold The Court doth therefore for their Order and Decree that the Defendant shall pay unto the Complainant the said Sum of Two hundred and Eighty Pounds Current Money of this Island Together with Interest for the same at the Rate of Six pounds per Centum per Annum from the 24th January 1762 the Date of the said Decree until full Payment is made also all the Costs of this Suit And as the Defendant does not appear to have had the last Ground for Refusing payment of the Debt and the Absence of the Defendant appearing Wanton and Obstinate, It is moreover Ordered and Decreed that the Defendant shall be Laid in the Gaol hereafter to be prayed by the Complainants

Clerk

Court of Appeals
&
Mandamus Causes

Saturday the 26th April 1766

Botial Venjandachary ... Appellant
&
Andrew Pilar ... Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Worlle the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the twenty ninth day of October 1765 and upon due Consideration had of the Matters therein severally contained and of the pleadings and Arguments used by the Attornies on both Sides, the Court doth think fit to Order and Decree doth accordingly Order and Decree that the Decree of the Worlle the Mayors Court given in this Cause be and the same is Confirmed and that the Appellants Petition be hereby dismissed with Cost

Clerk

W. H. Goodlad
Clerk of Appeals

Hartenstowerdal
Hartenspatenson

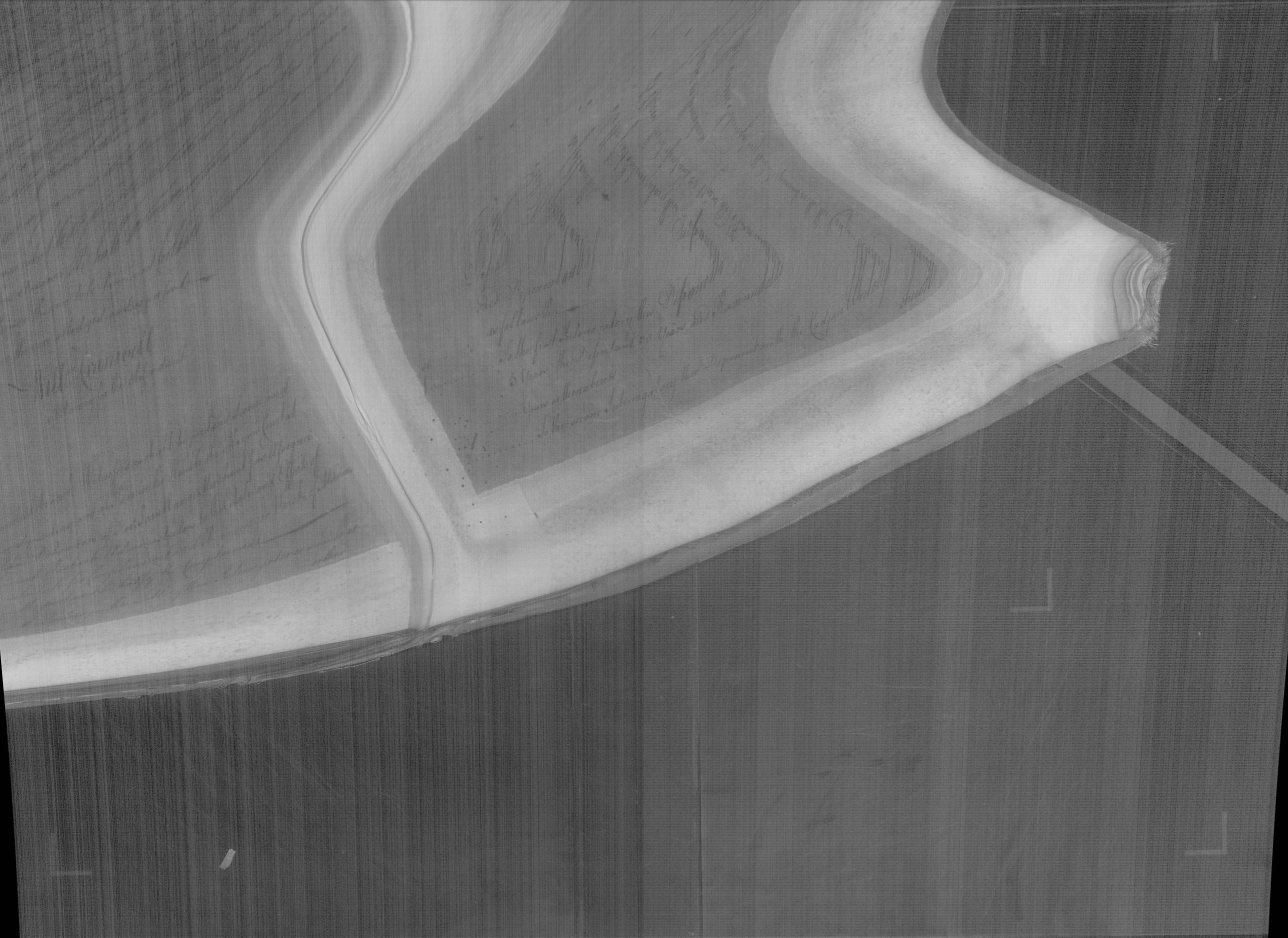
Between Andrew Peter Seytonerfa of Stinah
Chetty Complainant and Pastoal Tongadacha
Defendant

Session Office Indictment of Madras Complaint and Affidavit
being produced and filed in Court on the part of the Complainant upon the
12 day of August 1763 Sworn at the Office of Mr Wallis Council Attorney for
the Defendant by Corapah who left on oath of the name Telle and Race of Gode of
the said Pagoda and aforesaid on the same day being sworn and Examined
upon their oath as follows

1st Question by the Court Interrogatory the Deponent saith he knows Andrew Peter and
Pastoal Tongadacha 12 Years and Nineteen Chetty 7 Years thereabouts

2d Question by the Court Interrogatory the Deponent saith he knows of the Defendant
about four Years ago purchasing of the Complainant one Pagoda and one
of Captain Hunt of the Ship Hawker Indiaman at Mrs Madeiras House the
Price he does not remember this Deponent was then Employed by Captain
Hunt who gave in Barter for the Pagoda Goods to the Defendant amt Cooper
Nails and Hoops which the Complainant refused to receive from the Defend
ant some time after a Hawker Pagoda Tongadacha told the Deponent
that he had bought from the Defendant the Cooper Goods which the
Complainant had refused accepting of half the amount of which he had paid
Complainant and gave him a Note for the other half more this Deponent depo[sith]

Richard Latham
Sworn



Richard Luthom
(Seamen)

Court of Appeals
Hardin Circuit

1

Pl. 4

Fort Greene
No. of Sheets 164
Error Excepted

2004

Richard Sanderson